

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF TENDER

TENDER DOCUMENT NO. 17

Re: IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City) (意峰
(愉景灣發展項目 2a 地區(部份)第 18 期) (“Phase”), 28 Discovery Valley Road, Discovery
Bay

PARTICULARS OF THE PROPERTY(IES) FOR TENDER

(being the property(ies) set out in the relevant Sales Arrangements, unless previously
withdrawn or sold)

Tender Commencement Time and Date: Please refer to the time and date described in the relevant
information on Sales Arrangements

Tender Closing Time and Date: Please refer to the time and date described in the relevant
information on Sales Arrangements

Please note that the Vendor has the absolute right to change the closing time and/or date of the tender from time to time by amending the Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the property(ies) set out in the relevant Sales Arrangement.

TENDER NOTICE

PARTICULARS OF THE PROPERTY(IES) FOR TENDER

in IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)

(意峰 (愉景灣發展項目 2a 地區(部份)第 18 期) (“Phase”),

28 Discovery Valley Road, Discovery Bay

Please refer to the property(ies) set out in the relevant Sales Arrangements

(“Property(ies) for Tender”)

1. **HONG KONG RESORT COMPANY LIMITED (香港興業有限公司)** (the “Vendor”) invite tenders for the purchase of any of the Property(ies) for Tender subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (“**the Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (in the form annexed hereto as **Appendix B**) (“**the Preliminary Agreement**”) from the tender commencement time and date described in the “Commencement date and time of the tender” on the relevant Sales Arrangements (“**the Tender Commencement Time**”) until, subject to paragraph 6 below, the tender closing time and date described in the “Closing date and time of the tender” on the relevant Sales Arrangements (“**the Tender Closing Time**”).

The tenderer could choose to offer to purchase any one of the Property(ies) for Tender under each tender submitted. The property chosen by the tenderer for the offer to purchase is hereinafter referred to as “**Tendered Property**”.

(Note:

- (a) A separate tender shall be submitted for each of the Property(ies) for Tender offered to purchase.
- (b) For tenderer who submits separate tenders for multiple Properties for Tender and wishes to be awarded a specified number of tender(s) only among the tenders submitted, such tenderer shall:-
 - (i) submit separate tenders for each of such Properties for Tender and enclose one **original** duly completed and signed “Covering Letter regarding Submission of Tenders for Partial Award” for each of such tenders submitted;
 - (ii) notwithstanding paragraph 3(b)(i) below, submit the number of cashier’s order(s) that is equivalent to the number of tender(s) that such tenderer wishes to be awarded as indicated in the “Covering Letter regarding Submission of Tenders for Partial Award” submitted. The cashier’s order(s) shall be in the sum of the amount being 5% of the purchase price of the Tendered Property (“**Purchase Price**”), or (as the case may be) part thereof, offered by the

tenderer as specified in the respective Form(s) of Tender and the Preliminary Agreement(s) provided that the total amount of payment by cashier's order(s), depending on the Purchase Price of the Tendered Property offered by the tenderer, is and shall not be less than HK\$1,000,000 for each of the tenders and any remaining balance of the amount payable under the respective Form(s) of Tender and the Preliminary Agreement(s) (if any) shall be made by cheque(s) issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance in favour of "Woo Kwan Lee & Lo". Such cashier's order(s) and/or cheque(s) submitted will be treated as and applied towards payment of the preliminary deposit(s) and (if applicable) further deposit(s) or part thereof payable by the tenderer for the successful tender(s) of the Tendered Property under the respective Preliminary Agreement(s). For the avoidance of doubt, the Vendor has the right to apply any of the cashier's order(s) and/or cheque(s) submitted by the tenderer towards payment of the preliminary deposit(s) and (if applicable) further deposit(s) or part thereof payable by the tenderer for any of the successful tender(s) of the Tendered Property; and

(iii) submit all such tenders under the name of the same tenderer.

(c) For tenderer / group of tenderers who submits separate tenders for multiple Properties for Tender and wishes to be awarded tenders of ALL such Properties for Tender altogether (and not one or more but not all), such tenderer / group of tenderers shall submit separate tenders for each of such Properties for Tender and enclose one **original** duly completed and signed "Covering Letter regarding Submission of Tenders as One Single Bundle" for each of such tenders submitted.)

2. Tenderers should note the following:

- (a) Every tenderer should obtain legal advice on the terms and conditions of this Tender Notice, the Preliminary Agreement and the Form of Tender attached hereto before he submits his tender.
- (b) Every tenderer may appoint his own estate agent for the tender if he considers appropriate. If the tenderer shall appoint an estate agent to act for him in the tender, the relevant information shall be set out in the Form of Tender. The estate agent so appointed by the tenderer is not the agent of the Vendor or any holding or associated company(ies) of the Vendor.
- (c) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the contact detail(s) of his principal including the

contact details of the contact person(s) of his principal. Where the tenderer signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport shall be submitted with the Form of Tender to the satisfaction of the Vendor.

- (d) No person who is not *sui juris* shall be entitled to submit a tender.

3. Any tender must be:

- (a) made in the Form of Tender (**Appendix A**) and the Preliminary Agreement (**Appendix B**) (both **IN DUPLICATE**) duly completed in accordance with the terms and conditions set out in this Tender Notice and signed by the tenderer and with this Tender Notice attached;
- (b) submitted together with the following documents:
 - (i) cashier's order(s) and, if applicable, cheque(s) issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance in favour of "Woo Kwan Lee & Lo" for the sum equivalent to 5% of the Purchase Price of the Tendered Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement (the said cheque(s) is/are accepted only if the total amount of payment by cashier's order(s), depending on the Purchase Price of the Tendered Property offered by the tenderer, is not less than \$1,000,000);
 - (ii) if the tenderer is individual(s), a copy of the HKID Card/Passport of each individual of the tenderer;
 - (iii) if the tenderer is a company incorporated in Hong Kong, a copy of each of the Certificate of Incorporation and the Business Registration Certificate of the tenderer and a copy of the latest register of directors and annual return of the tenderer; if the tenderer is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors;
 - (iv) a Warning to Purchasers (in the form annexed hereto as **Appendix C**) duly completed and signed by the tenderer;
 - (v) a Declaration on Intermediary (in the form annexed hereto as **Appendix D**) duly completed and signed by the tenderer;

- (vi) the Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix E**) duly completed and signed by the tenderer;
- (vii) the Agreement on Use of Personal Data for Direct Marketing (in the form annexed hereto as **Appendix F**) duly completed and signed by the tenderer;
- (viii) an Authorization Letter authorizing Estate Agent to collect documents (in the form annexed hereto as **Appendix G**) duly completed and signed by the tenderer;
- (ix) a Letter regarding Mortgage Loan (in the form annexed hereto as **Appendix H**) duly completed and signed by the tenderer;
- (x) a Letter regarding “Early Settlement Cash Rebate” (in the form annexed hereto as **Appendix I**) duly completed and signed by the tenderer (only applicable if selected Payment Method (B) (i.e., “240-day Cash Payment Plan”) under the Preliminary Agreement);
- (xi) a Side Letter regarding Furnished Unit (in the form annexed hereto as **Appendix J**) duly completed and signed by the tenderer (only applicable to House 2 and House 15);
- (xii) an Acknowledgement Letter for Property Viewing (in the form annexed hereto as **Appendix K**) duly completed and signed by the tenderer;
- (xiii) a Vendor’s Information Form (in the form annexed hereto as **Appendix L**) duly completed and signed by the tenderer;
- (xiv) a Confirmation regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as **Appendix M**) duly completed and signed by the tenderer (only applicable if selected Payment Method (A) (i.e. “60-Day Cash Payment Plan”) under the Preliminary Agreement);
- (xv) a Confirmation regarding “Rental Rebate Benefit” (in the form annexed hereto as **Appendix N**) duly completed and signed by the tenderer (only applicable if selected Payment Method (C1) (i.e. Lease with Option to Purchase Plan C1), (D1) (i.e. Sitting Tenant Acquisition Plan D1), (D2) (i.e. Sitting Tenant Acquisition Plan D2) or (D3) (i.e. Sitting Tenant Acquisition Plan D3) under the Preliminary Agreement);
- (xvi) if the tenderer is a company, a copy of the Board Resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement and the other documents mentioned in the above in the manner as they are signed; and
- (xvii) if the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent’s or attorney’s HKID/Passport.

(Note: Please **DO NOT DATE** any of the documents mentioned in paragraphs 3(a) and (b) above.)

- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope “**Tender for IL PICCO**”; and
 - (d) placed in the Tender Box labelled “**IL PICCO Tender Box 意峰投標箱**” located at 28/F, CDW Building, 388 Castle Peak Road, Tsuen Wan (on Mondays to Fridays excluding General Holidays) or IL PICCO Sales Office, G/F, 82 Siena Avenue, Discovery Bay, Lantau (on Saturdays, Sundays and General c Holidays only) where the tender will be submitted between the Tender Commencement Time and the Tender Closing Time. Please note that under paragraph 6 below, the Vendor has the absolute right to change the closing time and/or date of the tender and/or the place where the tender will be submitted in respect of any or all of the Property(ies) for Tender from time to time by amending the Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the Property(ies) for Tender.
4. Each tenderer is required to fill in the following information in the Preliminary Agreement (in duplicate) signed and submitted by him and attached to the Form of Tender:
- (a) the name(s), HKID Card No./Passport No./Business Registration No., correspondence address in Hong Kong/registered office and telephone number of the Purchaser, who will be the same as the tenderer, and, if the tenderer is a company, also the names and HKID Nos./Passport Nos. of the tenderer’s directors and, if the tenderer is a foreign company, also the correspondence address in Hong Kong of the tenderer and a contact person in Hong Kong with a Hong Kong telephone number, and, if the Form of Tender is signed by an agent or attorney, the names and HKID Card Nos./Passport Nos. of the principal and the agent or attorney;
 - (b) the Purchase Price of the Tendered Property offered by the tenderer;
 - (c) the payment terms of the Purchase Price, which shall be in conformity with paragraph 2 of the Form of Tender.
5. The Vendor does not bind itself to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender and its decision shall be final and binding on all tenderers. The Vendor reserves the right to accept any tender on such terms and conditions as the Vendor shall in its absolute discretion think fit. If a tenderer (in its own name but not in joint names with others) submits more than one tender, subject to Notes (b) and (c) under paragraph 1 above, the Vendor reserves the right to accept only one, more than one or all of the tender(s) among the tenders submitted by such tenderer.

6. The Vendor reserves the right to withdraw any or all of the Property(ies) for Tender including the Tendered Property or any part thereof from sale or to suspend the sale or to sell or dispose of any or all of the Property(ies) for Tender including the Tendered Property or any part thereof by any other means at any time before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor does not undertake, and is under no obligation, to review, consider or accept the highest offer or any offer at all for the purchase of the Tendered Property. The Vendor has the absolute right to change the Tender Closing Time of the tender and/or the place where the tender will be submitted and/or the means of sale in respect of any or all of the Property(ies) for Tender from time to time by amending the Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the Property(ies) for Tender.
7. (a) Each tenderer shall be deemed to have accepted the terms and conditions of this Tender Notice and undertaken that his tender shall constitute an irrevocable offer to purchase the Tendered Property on the terms and conditions set out in the Preliminary Agreement and such irrevocable offer to purchase cannot be varied or withdrawn by the tenderer and is open for acceptance by the Vendor in accordance with the terms and conditions set out in this Tender Notice within 14 working days after the Tender Closing Time. (“Working day” is as defined in section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap.621).)
- (b) In consideration of the undertaking by the tenderer as mentioned in paragraph 7(a) above, the Vendor agrees to pay to the tenderer HK\$10.00 upon receipt of written demand from such tenderer.
8. (a) If a tender is accepted by the Vendor, the Vendor shall sign the Preliminary Agreement submitted by the successful tenderer and send the successful tenderer, at his correspondence address in Hong Kong or registered office and/or the tenderer’s solicitor’s correspondence address (if any) stated in his Form of Tender or by fax within 14 working days after the Tender Closing Time, a written notice of acceptance together with a copy of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor. The Vendor shall thereafter arrange for collection of the said documents together with a counterpart of the duly signed Preliminary Agreement by the successful tenderer in person or by the estate agent authorized by the successful tenderer under the Authorization Letter authorizing Estate Agent to collect documents for and on behalf of the successful tenderer.
- (b) The successful tenderer shall be the Purchaser under the Preliminary Agreement which shall form a legally binding agreement between the Vendor and the successful tenderer for the sale

and purchase of the Tendered Property once the Preliminary Agreement is signed by the Vendor and a copy thereof is despatched to the successful tenderer as aforesaid.

- (c) The successful tenderer shall sign the Formal Agreement for Sale and Purchase within 5 working days after the date of the Preliminary Agreement and pay the further deposit and part payment(s) of the Purchase Price in accordance with the terms and conditions of the Preliminary Agreement.
- (d) The Formal Agreement for Sale and Purchase shall be in the form prescribed by the Vendor and none of the terms thereof may be altered and the form of the Formal Agreement for Sale and Purchase is available for inspection during the period when this Tender Notice and other relevant tender documents are available for collection as specified in the relevant Sales Arrangements at the place where the tender will be submitted.
- (e) If the successful tenderer is a company, there shall not be any change in the director(s) and/or shareholder(s) of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.

9. Those tenderers whose tenders are not accepted will be so informed within 14 working days after the Tender

Closing Time by ordinary prepaid post addressed to them at their correspondence addresses in Hong Kong or registered offices given in their Forms of Tender or by fax or to be collected by the tenderer in person or by the estate agent authorized by the tenderer under the Authorization Letter authorizing Estate Agent to collect documents for and on behalf of the tenderer returning therewith their cashier's order(s) and (if applicable) cheque(s), without interest cost or compensation, at the risk of the tenderers.

10. All cashier's order(s) and (if applicable) cheque(s) submitted with the tenders will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order(s) and (if applicable) cheque(s) submitted therewith will be treated as and applied towards payment of the preliminary deposit and (if applicable) further deposit or part thereof payable by the successful tenderer under the Preliminary Agreement.

11. The successful tenderer will be obliged to become a member of "Discovery Bay Recreation Club" ("DBRC") and shall pay, where applicable, a subscription fee, monthly fees and additional fees for the enjoyment of DBRC facilities subject to and in accordance with the prevailing rules and bye-laws of DBRC.

12. The successful tenderer will be entitled to a membership of “Auberge World of Hospitality – IL PICCO Members” (“the Membership”) and enjoy the prescribed Discovery Bay Golf Club (“DBGC”) and Auberge Discovery Bay Hong Kong (“Auberge”) facilities and benefits subject to payment of an annual fee of HK\$20,000.00 (subject to increment periodically) and additional fees (where applicable) and the house rules of DBGC and Auberge. The Membership is provided by DBGC and Auberge. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and/or the approval of applications for the Membership.
13. Successful tenderer will be entitled to apply for a membership of “Lantau Yacht Club Members” (“**LYC Membership**”) and enjoy the Lantau Yacht Club (“**LYC**”) services subject to payment of the application fee as listed in the table below, and such annual fee and additional fees (where applicable) charged by LYC subject to LYC membership terms and conditions and the house rules of LYC. A successful tenderer shall express his/her/their interest in the application for the LYC Membership to LYC within 12 months after the date of the Formal Agreement for Sale and Purchase of the Tendered Property, failing which the tenderer will be deemed to have automatically given up the said entitlement. This entitlement shall be personal to the successful tenderer and is not transferrable.
- The successful tenderer will undergo the same membership application procedure like other LYC prospects, and the LYC Membership will be granted on a first come first served basis. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor / LYC in respect of the terms and conditions and/or the approval of applications for the LYC Membership. LYC has the absolute discretion on the LYC Membership approval. LYC reserves the right to modify, limit or cancel the terms and conditions of the offer at any time. For the details of the LYC Membership, please refer to LYC Website (www.lantauyachtclub.com) or enquire via 2987 9591.

Table of application Fee:

Membership Term (year)	Vessel Length (Metres)	Membership Type		
		Individual	Corporate Platinum	Corporate Diamond
		Fee (HKD)		
10	30 - ≤ 60	\$2,700,000	\$4,500,000	\$5,400,000
10	15 - < 30	\$2,000,000	\$3,200,000	\$4,000,000
10	10 - < 15	\$1,400,000	\$2,100,000	\$2,800,000
3	15 - < 30	\$680,000	\$1,062,500	N/A
3	10 - < 15	\$520,000	\$760,000	N/A
No application fee for 1-Year Wet Berthing for vessel length of 10/12 metres.				

14. Subject to the terms and conditions of the Letter regarding Mortgage Loan (Appendix H), the Purchaser would be entitled to apply for any one of the First Mortgage Loan, the Second Mortgage Loan or the 2-Year Flexible Installment Free & Interest Free First Mortgage Loan to Vendor's designated financing company. Please refer to the said Letter regarding Mortgage Loan for terms and conditions of the Mortgage Loans. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and/or the approval of applications for the Mortgage Loans.
15. If the Purchaser selects Payment Method (B) (i.e., "240-Day Cash Payment Plan") under the Preliminary Agreement and shall settle the full amount of the whole of the Purchase Price of the Tendered Property earlier than the due date of payment of the balance of the Purchase Price specified in the Formal Agreement for Sale and Purchase of the Tendered Property (provided that the date of such full settlement must be within the period(s) specified in the table below), subject to and in accordance with the terms and conditions of the Letter regarding "Early Settlement Cash Rebate" (Appendix I), the Vendor is prepared to provide the Purchaser with a cash rebate (the "Early Settlement Cash Rebate") according to the table below:-

Date of settlement of the full amount of the whole of the Purchase Price	Amount of Early Settlement Cash Rebate
Within 60 days after the date of the Preliminary Agreement	2.3% of the Purchase Price
Within 180 days after the date of the Preliminary Agreement	0.8% of the Purchase Price

For details please refer to the said Letter regarding "Early Settlement Cash Rebate".

16. Applicable to House 2 and House 15 only:-

Subject to the terms and conditions of the Side Letter regarding Furnished Unit (Appendix J), certain furniture, fittings and other chattels specified in the said Side Letter regarding Furnished Unit (the "Chattels") will be handed over by the Vendor to the Purchaser on the completion of the sale and purchase of the Tendered Property under the Formal Agreement for Sale and Purchase in an "as is" condition. No consideration will be payable by the Purchaser for such Chattels. No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the Chattels or any of them. In particular, no warranty or representation whatsoever is given as to the physical condition and state, market value, quality or the fitness of any of the Chattels or as to whether any of the Chattels are or will be in working condition. For details please refer to the said Side Letter regarding Furnished Unit.

17. Subject to the following terms and conditions, the Purchaser would be entitled to one second-hand golf cart (“the Golf Cart”) (estimated value at HK\$2,000,000) allocated by the Vendor free of charge:-

- (a) The Purchaser shall have completed the purchase of the Tendered Property in accordance with the terms and conditions contained in the Formal Agreement for Sale and Purchase;
- (b) Subject to the terms and conditions of this paragraph 16, if the Purchaser does not have a Hong Kong driving licence, the Purchaser may nominate another person to take up the transfer of the Golf Cart by notice in writing to the Vendor ONCE (provided that such Purchaser's nominee is a registered owner for the time being of a property in Discovery Bay City). The Vendor shall have the absolute discretion to decide whether to accept the Purchaser’s nomination. In all circumstances, the Purchaser’s nominee shall have no right/benefit under this Tender Notice and shall have no claims or compensation whatsoever against the Vendor in respect of the Golf Cart, and the Vendor shall have no obligation to transfer the Golf Cart to the Purchaser’s nominee;
- (c) The Purchaser/the Purchaser’s nominee shall be required to complete all applications to Discovery Bay Services Management Limited and the relevant Government authorities at the direction of the Vendor, sign all relevant documents, submit all relevant information/documents and successfully obtain all relevant approvals/permits/licences for transfer of ownership of the Golf Cart within 12 months after completion of the sale and purchase of the Tendered Property (the application shall only be commenced after completion of the sale and purchase of the Tendered Property and the whole process would generally take 8 weeks, but the Vendor gives no warranty or representation whatsoever as to whether or when the said applications could be completed or whether the said approvals/permits/licences could be obtained);
- (d) The Purchaser/the Purchaser’s nominee agrees that the Golf Cart shall be transferred to him in its condition on an “as is” basis and no inspection of the Golf Cart will be allowed before the same is transferred to him. The Vendor gives no warranty or representation whatsoever as to the condition, fitness or lifespan of the Golf Cart and the Purchaser/the Purchaser’s nominee is advised to conduct a thorough technical examination of the Golf Cart at its own cost after transfer;
- (e) The Purchaser/the Purchaser’s nominee shall be responsible for and shall have settled all fees in relation to the transfer of ownership of the Golf Cart, including but not limited to all fees charged

by Discovery Bay Services Management Limited and the relevant Government authorities in respect of the applications for the relevant approvals/permits/licences and licence fees;

- (f) (Except that the Purchaser could nominate another person to take up the transfer of the Golf Cart in accordance with paragraph (b) above) this benefit in relation to the Golf Cart is personal to the Purchaser and is non-assignable, non-transferrable and non-exchangeable for cash. If the terms and conditions contained in this paragraph 16 are not fulfilled or if the Purchaser is deemed to have abandoned the benefit under this paragraph 16, the Purchaser/the Purchaser's nominee shall not be entitled to the Golf Cart or any cash or any compensation whatsoever in lieu of the Golf Cart and the Vendor shall be free to dispose of the Golf Cart in whatever manner at its absolute discretion;
- (g) The Golf Cart shall only be owned by a registered owner for the time being of a property in Discovery Bay City. As such, if the Purchaser/the Purchaser's nominee ceases to be a registered owner for the time being of any property in Discovery Bay City before all relevant approvals/permits/licences for transfer of ownership of the Golf Cart shall have been successfully obtained, the Purchaser shall no longer be entitled to or shall be deemed to have abandoned the benefit under this paragraph 16 and the Purchaser/the Purchaser's nominee shall not have any claims or compensation whatsoever against the Vendor in respect thereof, and the Vendor will not transfer the ownership of the Golf Cart to the assign(s) of the Purchaser/the Purchaser's nominee or any other person. The Purchaser's nominee shall at his costs produce all documentary evidence to prove that he is a registered owner for the time being of a property in Discovery Bay City;
- (h) Any failure or delay in the arrangement for the transfer of the Golf Cart, or the state and condition of the Golf Cart shall not be a ground for delay of completion of the Tendered Property by the Purchaser or be treated as or constitute a default or failure on the part of the Vendor to complete the sale and purchase of the Tendered Property;
- (i) If the Purchaser/the Purchaser's nominee shall fail to obtain all required approvals/permits/licences for the transfer of ownership of the Golf Cart successfully within 12 months after completion of the sale and purchase of the Tendered Property then the Purchaser shall no longer be entitled to or shall be deemed to have abandoned the benefit under this paragraph 16 and the Purchaser/the Purchaser's nominee shall have no claims or compensation whatsoever against the Vendor in respect thereof;

- (j) The estimated value of the Golf Cart is for reference only. It does not reflect the actual purchase/selling price of the Golf Cart; and
- (k) The licence plate number of the Golf Cart tentatively allocated to each House is set out below but the Vendor reserves the right to reallocate another Golf Cart to the Purchaser/the Purchaser's nominee and no objection whatsoever may be raised by the Purchaser/the Purchaser's nominee:-

House	Golf Cart Licence Plate No.
House 1	DB383
House 2	DB196
House 3	DB460
House 5	DB426
House 6	DB307
House 7	DB439
House 8	DB190
House 9	DB231
House 10	DB461
House 11	DB515H
House 12	DB251
House 15	DB187
House 16	DB69
House 17	DB205
House 18	DB201
House 19	DB95
House 20	DB381
House 21	DB361
House 22	DB479
House 23	DB491H
House 25	DB326

18. Subject to the terms and conditions of the Confirmation regarding “Ad Valorem Stamp Duty Benefit” (Appendix M)(“the Confirmation”), upon the Purchaser’s having selected the Payment Plan (A)(i.e. “60-Day Cash Payment Plan”) under the Preliminary Agreement, and subject to the observance and compliance with the terms and conditions set out in the Confirmation and the Chargeable Agreement(s) (as defined in the Confirmation) by the Purchaser (including without limitation that the Purchaser shall

settle the relevant payments(s) according to the respective dates stipulated in the Formal Agreement for Sale and Purchase and complete the purchase of the Tendered Property), the Vendor will subsidize the ad valorem stamp duty (or part thereof, as the case may be) chargeable on the Formal Agreement for Sale and Purchase for the Purchaser subject to a cap 4.25% (where the Purchase Price of the Tendered Property is HK\$20,000,000.00 or above) of the Purchase Price (as stipulated in the Chargeable Agreement(s)).

19. (This paragraph is not applicable to House 2)

Prior to a prospective purchaser(s) entering into a Preliminary Agreement of the Property, the prospective purchaser(s) (who must be individual(s)) may enter into a lease (in such form and content as specified by the Vendor) (the “Lease”) with the Vendor (as landlord) in respect of the Property. Under the Lease, the tenant will be granted an option to purchase the Property at the price stated in the Lease, which option is only exercisable by the tenant after 3 years from the commencement date of the term of the Lease. If the tenant fails to exercise the option to purchase in accordance with its terms and conditions, the option to purchase will lapse automatically and the tenant will not be entitled to any compensation therefor. This arrangement is subject to other terms and conditions. Other key terms of the Lease are as follows :-

- (a) Rent is payable in advance annually.
- (b) The term of the Lease shall be 42 months.
- (c) The stamp duty and/or adjudication fee and registration fee payable on the Lease and its counterpart shall be borne by the tenant. Each party shall bear its own legal costs and expenses in relation to the preparation, approval and execution of the Lease and its counterpart.
- (d) The tenant shall be responsible to pay all deposits payable in respect of the supply of any utility to the Property and pay the management fees, utilities charges, utilities deposits and all other outgoings of an annual or recurring nature during the term of the Lease.
- (e) The tenant shall not sub-let or sub-license the Property to any other entity.
- (f) The tenant is required to pay a rental deposit equivalent to 8% of the price stated in the Lease.

20. (Only applicable to a Purchaser who is the sitting tenant of the Property and who purchases the Property pursuant to an option to purchase granted by the Vendor after the 36th month of the lease term but on or before the expiration of the 39th month of the lease term and has also selected “Lease with Option to Purchase Plan C1” in paragraph 2 in the Form of Tender of this Tender Document)

- (a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered an Option to Purchase 65% Rental Rebate as set out in (A) and (B) below :-

- (i) the Purchaser (as tenant) has entered into a lease containing an option to purchase which is only exercisable by the Purchaser as tenant after the 36th month of the commencement date of the lease term but on or before the expiration of the 39th month of the lease term (in such form and content as specified by the Vendor) (the “Lease with Option to Purchase”) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;
- (ii) the Purchaser is the sitting tenant of the Property;
- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease with Option to Purchase throughout the term of the Lease with Option to Purchase or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);
- (iv) the Purchaser (as tenant) has duly served an Option Notice (as defined in the Lease with Option to Purchase) (in such form and content as specified by the Vendor and attached to the Lease with Option to Purchase) on the Vendor (as landlord) in accordance with the Lease with Option to Purchase;
- (v) there is no rental arrears under the Lease with Option to Purchase; and
- (vi) completion of the sale and purchase of the Property shall take place on or before the expiration of the lease term of the Property,

whereby:-

- (A) upon signing of the Preliminary Agreement of the Property pursuant to the terms of the Option Notice (as defined in the Lease with Option to Purchase) duly served by the Purchaser as sitting tenant and accepted by the Vendor, the Vendor will apply part of the rental deposit actually and already paid by the Purchaser under the Lease with Option to Purchase equivalent to 5% of the Option Price (as defined in the Lease with Option to Purchase) towards settlement of the preliminary deposit under the Preliminary Agreement directly; and
- (B) upon completion of the sale and purchase of the Property and conditional upon the Purchaser paying the balance in accordance with Payment Plan (C1) “Lease with Option to Purchase Plan C1”, (i) the remaining balance of the rental deposit actually and already paid by the Purchaser under the Lease with Option to Purchase equivalent to 3% of the Option Price; and (ii) 65% of the total sum of the rent actually and already paid by the Purchaser under the Lease with Option to Purchase will be applied towards settlement of part of the balance of Purchase Price directly.

(b) For the avoidance of doubt, (i) save and except where it is actually applied as part of balance of purchase price pursuant to (A) and (B) above, the rental actually and already paid by the Purchaser; and/ or (ii) the remaining balance of the total sum of the rent actually and already paid by the Purchaser under the Lease with Option to Purchase which has not been applied as part of purchase price will not be refunded by the Vendor to the Purchaser under any circumstances.

(c) The Option to Purchase 65% Rental Rebate is subject to other terms and conditions.

21. (Only applicable to a Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the first day of the lease term up to and inclusive of the last day of the 9th month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor and has also selected Payment Plan (D1) "Sitting Tenant Acquisition Plan D1" in Paragraph 2 in the Form of Tender of this Tender Document)

(a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered a Sitting Tenant Rental Rebate (D1) as follows:-

- (i) the Purchaser (as tenant) has entered into the Lease (in such form and content as specified by the Vendor) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;
- (ii) the Purchaser is the sitting tenant of the Property;
- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);
- (iv) there is no rental arrears under the Lease; and
- (v) completion of the sale and purchase of the Property shall take place within 12 months from the commencement date of the lease term of the Property,

whereby upon completion of the sale and purchase of the Property by the Purchaser as sitting tenant of the Property, conditional upon the Purchaser paying the balance of the purchase price, the Vendor will apply the **total sum** of the rent actually and already paid by the Purchaser as sitting tenant of the Property and received by the Vendor under the Lease towards settlement of part of the balance of Purchase Price directly.

(b) The Sitting Tenant Rental Rebate (D1) is subject to other terms and conditions.

22. (Only applicable to a Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the first day of the 10th month of the lease term up to and inclusive of the last day of the 21st month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor and has also selected Payment Plan (D2) “Sitting Tenant Acquisition Plan D2” in Paragraph 2 in the Form of Tender of this Tender Document)

(a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered a Sitting Tenant Rental Rebate (D2) :-

- (i) the Purchaser (as tenant) has entered into the Lease (in such form and content as specified by the Vendor) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;
- (ii) the Purchaser is the sitting tenant of the Property;
- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);
- (iv) there is no rental arrears under the Lease; and
- (v) completion of the sale and purchase of the Property shall take place within 24 months from the commencement date of the lease term of the Property,

whereby upon completion of the sale and purchase of the Property by the Purchaser as sitting tenant of the Property, the Vendor will apply the **80%** of the rent actually paid by the Purchaser as sitting tenant of the Property and received by the Vendor under the Lease towards settlement of part of the balance of Purchase Price directly.

(b) The Sitting Tenant Rental Rebate (D2) is subject to other terms and conditions.

23. (Only applicable to a Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the first day of the 22nd month of the lease term up to and inclusive of the last day of the 33rd month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor and has also selected Payment Plan (D3) “Sitting Tenant Acquisition Plan D3” in Paragraph 2 in the Form of Tender of this Tender Document)

(a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered a Sitting Tenant Rental Rebate (D3) :-

- (i) the Purchaser (as tenant) has entered into the Lease (in such form and content as specified by the Vendor) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;
- (ii) the Purchaser is the sitting tenant of the Property;
- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);
- (iv) there is no rental arrears under the Lease; and
- (v) completion of the sale and purchase of the Property shall take place within 36 months from the commencement date of the lease term of the Property,

whereby upon completion of the sale and purchase of the Property by the Purchaser as sitting tenant of the Property, the Vendor will apply the **70%** of the rent actually paid by the Purchaser as sitting tenant of the Property and received by the Vendor under the Lease towards settlement of part of the balance of Purchase Price directly.

(b) The Sitting Tenant Rental Rebate (D3) is subject to other terms and conditions.

- 24. In the case where a Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued during the time of sale on any date of sale, the tender closing date and the tender closing time of that date of sale will be postponed to the relevant date and time of the next date of sale where no Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued.
- 25. Time shall in all respects be of the essence.
- 26. All enquiries shall be directed to telephone hotline 2987 8033. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property(ies) for Tender and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain legal and other professional advice on the terms of this Tender Notice and related documents and on all matters concerning the Property(ies) for Tender.
- 27. It is hereby specifically declared by the Vendor that any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement or action shall not and

shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice.

28. 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 Notice. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under this Tender Notice shall be treated as non-conforming tenders.
29. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

Date: 18 July 2023

招標承投購買物業

招標文件 17 號

有關： 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期) (「期數」), 愉景灣愉景山道 28 號

招標物業的資料

(即賣方發出的相關銷售安排內之物業，但若在招標截止時限前物業已被撤回則除外)

招標開始時間及日期：

請參閱載於相關銷售安排資料的時間及日期

招標截止時間及日期：

請參閱載於相關銷售安排資料的時間及日期

請注意，就相關銷售安排的任何或全部物業而言，賣方有絕對權利以修改銷售安排資料及/或發布任何或全部物業有關的新銷售安排資料的方式，以及不時更改招標截止時間及/或日期。

招標公告

招標物業的資料

意峰 (愉景灣發展項目 2a 地區(部分)第 18 期), 愉景灣愉景山道 28 號

請參閱相關銷售安排所列出的物業

(「**該招標物業**」)

1. 香港興業有限公司(「賣方」)現由載於相關銷售安排資料之招標開始時間及日期(「**招標開始時間**」)載於相關銷售安排資料所述之招標截止時間及日期(「**招標截止時間**」)(須受以下第 6 段所限)招標承投購買任何該招標物業，惟受載於本招標公告、投標表格(作為**附件 A**夾附於本招標公告)(「**投標表格**」)及臨時買賣合約(以**附件 B**的格式夾附於本招標公告)(「**臨時合約**」)的條款或條件所限。

在每份遞交的投標書中，投標者可選擇提出要約購買任何一個該招標物業。投標者提出要約購買的物業以下稱為「**該投標物業**」。

(註：

(a) 投標者須為每個提出要約購買的該招標物業提交一份獨立投標書。

(b) 對於為多個該招標物業遞交獨立投標書並僅願賣方只接受其已提交的投標中之指定數目的投標之投標者，該投標人須：

- (i) 就每個該等該招標物業遞交獨立投標書，並於每份該等遞交的投標書夾附一份已填妥及簽署的「有關只接受投標中之部分投標之封面信函」**正本**；
- (ii) 儘管下文第 3(b)(i)段的規定，遞交銀行本票，而銀行本票的數目須相等於該投標人在已遞交之「有關只接受投標中之部分投標之封面信函」上所示的僅願賣方接受的投標份數之數目。銀行本票的金額須為投標人提出要約、於分別之投標表格及臨時合約訂明之該投標物業樓價(「**樓價**」)的 5%或(視情況而定)其部分，前提是就每份投標書而言，以銀行本票支付的金額(視乎投標者就該投標物業提出要約的樓價)不少於港幣 \$1,000,000；而任何根據分別之投標表格及臨時合約而須支付的餘額(如有)必須以由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的支票支付，抬頭寫「胡關李羅

律師行」。該等已遞交的銀行本票及/或支票將被視為及用作支付投標者就中標的該投標物業根據各別臨時合約所須支付的臨時訂金及(如適用) 加付訂金或其部分。為免存疑，賣方有權將投標者遞交的任何銀行本票及/或支票用作支付投標者就任何中標的該投標物業所須支付的臨時訂金及(如適用) 加付訂金或其部分；及

(iii)以同一位投標者的名義遞交全部該等投標書。

(c) 對於就多個該招標物業遞交獨立投標書並僅願賣方接受其所有該等該投標物業之投標(而非一個或多個但非全部之投標)的投標者/投標者組合，該投標者/投標者組合須為每個該等該投標物業遞交獨立投標書，並於每份該等遞交的投標書夾附一份已填妥及簽署的「有關捆綁式投標之封面信函」正本。)

2. 投標者需注意以下事項：

- (a) 遞交其投標書前，每位投標者應就本招標公告、夾附於本招標公告的臨時合約及投標表格的條款及條件尋求法律意見。
- (b) 每位投標者在其認為適當的情況下，可委任自己的地產代理進行投標。若投標者委任一名地產代理在招標中作為其代表，相關資料須於投標表格中列出。由投標者如此委任的地產代理並非賣方或賣方的任何控權或有聯繫公司的代理人。
- (c) 以投標者身份簽署投標表格的人士將被視為主事人，除非他於投標表格中披露他僅以代理人或授權人的身份行事(如屬此等情況，他亦須於投標表格中披露其主事人的姓名、地址及聯絡資料，包括其主事人的聯絡人之聯絡資料)。若投標者以代理人或授權人的身份為主事人簽署投標表格，作為投標者簽署投標表格的人士將藉着送達投標表格被視為已向賣方保證他已得到主事人的授權填寫、簽署及遞交投標表格。委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本，須隨投標表格一併遞交，以使賣方滿意。
- (d) 無行為能力之人士無權遞交投標書。

3. 任何投標書均須：

- (a) 採用投標表格(附件 A)和臨時合約(附件 B) (兩者皆一式兩份) 之格式，而投標表格和臨時合約須按照載於本招標公告的條款及條件填妥並由投標者簽署，同時須隨附本招標公告。
- (b) 連同以下文件一併遞交：
- (i) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票及(如適用)支票，抬頭寫「胡關李羅律師行」，其金額相等於投標者於投標表格及臨時合約中提出要約購買的該投標物業的樓價 之 5% (只有在以銀行本票支付的總金額 (視乎投標者提出要約的該投標物業樓價) 不少於港幣\$1,000,000，才會接納支票)；
 - (ii) 如投標者是個人投標者，每名個人投標者的香港身份證／護照的複印本。
 - (iii) 如投標者是在香港註冊成立的公司，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；如投標者是海外公司，由投標者公司一名董事妥為核證的相關公司文件，以證明公司在其註冊成立的地方妥為註冊成立及證明公司董事的詳情；
 - (iv) 對買方的警告(按照夾附於本招標公告的附件 C 之格式；由投標者填妥並簽署)；
 - (v) 有關介紹人的聲明(按照夾附於本招標公告的附件 D 之格式；由投標者填妥並簽署)；
 - (vi) 與賣方關係申報(按照夾附於本招標公告的附件 E 之格式；由投標者填妥並簽署)；
 - (vii) 同意個人資料作直接促銷的確認函(按照夾附於本招標公告的附件 F 之格式；由投標者填妥並簽署)；
 - (viii) 授權地產代理領取文件之授權書(按照夾附於本招標公告的附件 G 之格式；由投標者填妥並簽署)；
 - (ix) 關於按揭貸款的信件(按照夾附於本招標公告的附件 H 之格式；由投標者填妥並簽署)；
 - (x) 關於「提前付清樓價現金回贈」的信件(按照夾附於本招標公告的附件 I 之格式；由投標者填妥並簽署)(只適用於在臨時合約下選擇支付方式(B) (即「240 天現金付款計劃」)的情況)；
 - (xi) 投標者已正式完成並簽署的有關設有家具的單位之附函(按照夾附於本招標公告的附件 J 之格式) (僅適用於 2 號洋房和 15 號洋房)；

- (xii) 投標者已正式完成並簽署的物業參觀確認函(按照夾附於本招標公告的**附件 K**之格式)；
- (xiii) 投標者已正式完成並簽署的賣方資料表格(按照夾附於本招標公告的**附件 L**之格式)；
- (xiv) 關於從價印花稅現金優惠的確認書(按照夾附於本招標公告的**附件 M**之格式；由投標者填妥並簽署)(只適用於在臨時合約下選擇支付方式(A)(即「60 天現金付款計劃」)的情況)；
- (xv) 關於「租金回贈」優惠的確認書(按照夾附於本招標公告的**附件 N**之格式；由投標者填妥並簽署)(只適用於在臨時合約下選擇支付方式(C1)(即先租後買計劃 C1)、(D1)(即現有租客置業計劃 D1)、(D2)(即現有租客置業計劃 D2)或(D3)(即現有租客置業計劃 D3)的情況)；
- (xvi) 若投標者為公司，投標者授權簽署投標表格、臨時合約及其他上述文件之董事局決議的複印本(在該董事局決議內，該獲授權的簽署方式須與在該等文件上的簽署方式相同)；及
- (xvii) 若投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

(註：**請勿**為上述第 3(a)和(b)段所述的任何文件**填上日期**。)

- (c) 放入已封妥及註明由賣方收件的信封內，並在信封面上清楚註明「**Tender for IL PICCO**」；及
- (d) 在招標開始時間至招標截止時間期間，放入擺放在荃灣青山公路 388 號中染大廈 28 樓(只適用於星期一至五(公眾假期除外))或大嶼山愉景灣海澄湖畔路 82 號地下意峰售樓處(只適用於星期六、星期日及公眾假期)之投標書遞交地點並標示為「**IL PICCO Tender Box 意峰投標箱**」的投標箱內。請注意根據以下第 6 段，就任何或全部該招標物業，賣方有絕對權利以修改銷售安排資料及/或發布與任何或全部該招標物業有關的新銷售安排資料的方式，不時更改招標截止時間及/或日期及/或投標書遞交地點。

4. 每位投標者須於其簽署及隨附於投標表格遞交的臨時合約(一式兩份)上填寫下列資料：

- (a) 買方(須與投標者相同)的姓名、香港身份證號碼/護照號碼/商業登記證號碼、於香港的通訊地址/註冊辦事處地址及電話號碼；另外，若投標者為公司，投標者董事的姓名及

其香港身份證號碼/護照號碼，此外，若投標者為海外公司，投標者於香港的通訊地址及一名於香港的聯絡人及其香港電話號碼；而如果投標表格是由代理人或授權人簽署，主事人及代理人或授權人的姓名及香港身份證號碼/護照號碼；

(b) 投標者提出要約的該投標物業之樓價；

(c) 樓價之付款計劃(須與投標表格第 2 段相符)。

5. 賣方不一定接納出價最高或最佳的投標書或任何一份投標書。賣方有絕對酌情權決定是否接納任何一份投標書，其決定為最終決定且對所有投標者具約束力。賣方保留根據賣方在其絕對酌情權下認為合適之條款及條件接受任何投標書的權利。若投標者(以其個人名義而非與他人聯名)遞交多於一份投標書，賣方保留只接受該投標者所遞交的多份投標書中的其中一份、多於一份或全部投標書的權利(惟受制於上文第 1 段備註(b)和備註(c))。
6. 賣方保留權利在其絕對酌情權下認為合適的情況下，在接受任何投標書前的任何時間，撤回或暫停出售任何或全部該招標物業(包括該投標物業或其任何部分)，或將任何或全部該招標物業(包括該投標物業或其任何部分)以任何其他方式於任何時間作出銷售或轉讓。賣方不承諾亦無責任去檢閱、考慮或接納出價最高的要約或任何購買該投標物業的要約。就任何或全部該招標物業，賣方有絕對權利以修改銷售安排資料及/或發布與任何或全部該招標物業有關的新銷售安排資料的方式，不時更改招標截止時間及/或遞交投標書的地點及/或銷售方式。
7.
 - (a) 每位投標者會被視作已接納本招標公告內的條款及條件，並已承諾其投標書構成不可撤銷並按照臨時合約內的條款及條件購買該投標物業的要約。投標者不可更改或撤回該不可撤銷的購買要約，而該不可撤銷的購買要約可被賣方按照本招標公告內的條款及條件於招標截止時間後的 14 個工作日內隨時接納。(「工作日」的定義如《一手住宅物業銷售條例》(第 621 章)第 2 條所界定。)
 - (b) 作為投標者於上述第 7(a)段所作之承諾的代價，賣方同意於收到該投標者的書面要求後支付港幣 10.00 元予該投標者。
8.
 - (a) 投標書如獲賣方接納，賣方須於中標者遞交的臨時合約上簽署，並於招標截止時間後的 14 個

工作日內，將接受投標通知書連同一份妥為簽署、日期為賣方簽署當日的臨時合約複印本送達予中標者於投標表格所示的香港通訊地址或註冊辦事處地址及/或投標者代表律師的通訊地址(如有)；或以傳真方式將上述文件送達予中標者。賣方將安排中標者親身或在授權地產代理領取文件之授權書中獲中標者授權的地產代理代表中標者取回該等文件及妥為簽署的臨時合約對應本。

- (b) 一旦賣方在臨時合約上簽署並將之複印本經上述方法寄出予中標者，中標者即成為臨時合約的買方，而該臨時合約將構成賣方與中標者就買賣該投標物業具有法律約束力的協議。
 - (c) 中標者須在臨時合約日期後的 5 個工作日內簽署正式買賣合約，並且按照臨時合約的條款及條件支付加付訂金和部分樓價。
 - (d) 正式買賣合約須採用賣方訂明的格式，而且其中任何條款均不得更改。正式買賣合約的格式可於相關銷售安排資料所述本招標公告及其他有關招標文件可供領取的期間在投標書遞交地點查閱。
 - (e) 若中標者為公司，在簽署正式買賣合約之前，中標者的董事及/或股東不得有任何變動。
9. 如投標書不獲接納，賣方須於招標截止時間後的 14 個工作日內，以普通預付郵遞並註明由投標者收件及送達予投標者於投標表格所示的香港通訊地址或註冊辦事處地址的方式或以傳真的方式，通知投標者其投標書不獲接納，並同時退回其銀行本票及(如適用)支票(不連同利息、費用或賠償)，或安排投標者親身或在授權地產代理領取文件之授權書中獲投標者授權的地產代理代表投標者取回該等文件。風險由投標者承擔。
10. 在賣方對收到的投標書作出決定前，所有隨投標書遞交的銀行本票及(如適用)支票均不會予以兌現。如投標書獲接納，隨該投標書遞交的銀行本票及(如適用)支票將視作及用以支付中標者按照臨時合約應繳的臨時訂金及(如適用)加付訂金或其部分。
11. 中標者須根據及按照「愉景灣康樂會」(「**康樂會**」)現行的規則及章程成為康樂會的會員，並向康樂會繳交登記費，及可能須繳交享用康樂會設施之月費及額外費用。

12. 中標者可獲「Auberge 尊尚卡 — 意峰會員」會藉(「該會藉」)，繳交 HK\$20,000.00 年費(費用將定期增長)及額外費用(如適用)後及受限於愉景灣高爾夫球會及香港愉景灣酒店的規則及章程，可享用愉景灣高爾夫球會及香港愉景灣酒店之指定設施及優惠。該會藉由愉景灣高爾夫球會及香港愉景灣酒店提供。就有關該會藉之條款及條件以及/或申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證。
13. 中標者將有權利於根據以下列表繳交申請費，並繳交香港大嶼山遊艇會(「遊艇會」)根據遊艇會會員條件及條款及遊艇會之規則及章程所徵收之年費及額外費用(如適用)後，申請成為「香港大嶼山遊艇會之會員」(「遊艇會會藉」)並享用其服務。中標者需於該投標物業之正式買賣合約日期後的 12 個月內，向遊艇會表達有關申請遊艇會會藉之意向，逾時之中標者將被視作自動放棄以上之權利。本權利只適用於中標者本人，不可轉讓。

中標者之會員申請程序將會相同於遊艇會之其他申請，遊艇會會藉會以先到先得方式提供。就有關遊艇會會藉之條款及條件以及/或申請獲批核與否，賣方/遊艇會不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證。遊艇會對遊艇會會藉之審批有絕對酌處權。遊艇會保留不時更改、限制或取消所提供之條件及條款的權利。有關遊艇會會藉之詳情，請參考遊艇會之網站(www.lantauyachtclub.com)或致電 2987 9591 查詢。

申請費列表:

會員年期 (年)	船長 (米)	會員類別		
		個人	公司 (白金)	公司 (鑽石)
		費用 (港幣)		
10	30 - ≤ 60	\$2,700,000	\$4,500,000	\$5,400,000
10	15 - < 30	\$2,000,000	\$3,200,000	\$4,000,000
10	10 - < 15	\$1,400,000	\$2,100,000	\$2,800,000
3	15 - < 30	\$680,000	\$1,062,500	不適用
3	10 - < 15	\$520,000	\$760,000	不適用
船長 10/12 米之 1 年期泊位免申請費。				

14. 受限於關於按揭貸款的信件(附件 H)的條款及條件，買方可向賣方指定的財務機構申請第一按揭貸款、第二按揭貸款或兩年免息免供靈活第一按揭貸款的其中之一。有關按揭貸款的條款及條件，請參閱上述關於按揭貸款的信件。就有關按揭貸款之條款及條件以及/或申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證。

15. 倘若買方選擇臨時合約的支付方式 (B)「240 天現金付款計劃」及提前於就該投標物業簽署的正式買賣合約訂明的付清樓價餘款限期日之前付清該投標物業樓價全數 (唯付清樓價全數日期須屬以下列表指明的期間內)，受限於及根據關於「提前付清樓價現金回贈」的信件(附件 I)所列的條款與細則，賣方準備根據以下列表向買方提供提前付清樓價現金回贈(以下 稱「提前付清樓價現金回贈」):-

付清樓價全數日期	提前付清樓價現金回贈金額
臨時合約日期後的 60 日內	樓價 之 2.3%
臨時合約日期後的 180 日期間內	樓價之 0.8%

詳情請參閱上述關於「提前付清樓價現金回贈」的信件。

16. 只適用於 2 號洋房及 15 號洋房:-

受限於有關設有家具的單位之附函(附件 J)的條款及條件，上述有關設有家具的單位之附函指明之家具、裝置和其他實產 (「該等實產」)將於按正式買賣合約完成該投標物業之買賣時以「現狀」由賣方交予買方。買方不須就該等實產支付任何代價。賣方或任何代表賣方人士不會就該等實產或其任何部份作出任何保證或陳述，尤其不會就該等實產之實際狀況、市值、品質或適用性或任何該等實產是否有良好的效能作出任何保證或陳述。詳情請參閱上述有關設有家具的單位之附函。

17. 受限於以下條款及條件，買方可免費獲得一部由賣方分配之二手哥爾夫球車 (「該哥爾夫球車」)，其價值約港幣\$2,000,000:-

- (a) 買方須已根據正式買賣合約的條款及條件完成購買該投標物業；
- (b) 受限於本第 16 段的條款及條件，若買方並無香港駕駛執照，買方可書面通知賣方作出一次提名，以另一人承受該哥爾夫球車之轉讓(受制於該買方提名人是愉景灣內任何物業之時任註冊業主)。賣方有全權決定是否接納買方之提名。於任何情況下，買方提名人於本招標公告下無任何權益/優惠並不得對賣方就該哥爾夫球車有關事宜向賣方要求索償或任何補償，賣方亦無責任將該哥爾夫球車轉讓予買方提名人。

- (c) 買方/買方提名人須已按賣方指示完成所有向愉景灣服務管理有限公司及有關政府部門申請，簽署所有相關文件，遞交所有相關資料/文件及於完成該投標物業買賣起計 12 個月內成功取得所有該哥爾夫球車轉讓相關批准/牌照/許可(申請只可在該投標物業買賣完成後開始，整個過程一般需時 8 星期；但賣方不會就上述申請會否或於何時完成或可否取得上述批准/牌照/許可作出任何保證或陳述)；
- (d) 買方/買方提名人同意該哥爾夫球車將以現狀轉讓予其及該哥爾夫球車在轉讓予其前不得視察。賣方對該哥爾夫球車的狀況、適用性或使用壽命不作出任何保證或陳述，建議買方/買方提名人在轉讓後自費為該哥爾夫球車進行徹底的技術檢查；
- (e) 買方/買方提名人須負責及須繳清所有有關該哥爾夫球車擁有權轉讓之費用，包括但不限於所有由愉景灣服務管理有限公司及有關政府部門就相關批准/牌照/許可之申請所收取之費用及牌照費；
- (f) (除可根據上述(b)段提名另一人承受該哥爾夫球車之轉讓外) 本哥爾夫球車優惠只買方個人享有及不得轉讓、轉移及轉換成現金。若本第 16 段中的條款和條件未能符合，或者買方被視作已放棄本第 16 段以下之優惠，則買方無權獲得該哥爾夫球車，或任何現金，或任何補償以代替該哥爾夫球車，且賣方可以自行決定以任何方式處置該哥爾夫球車；
- (g) 該哥爾夫球車只可由愉景灣內物業之時任註冊業主擁有，所以如買方/買方提名人在該哥爾夫球車成功取得所有該哥爾夫球車轉讓所需批准/牌照/許可前不再是愉景灣內任何物業之時任註冊業主，買方將不再享有或視作已放棄本第 16 段以下之優惠，買方/買方提名人並不得就此事向賣方要求索償或任何補償。而賣方亦將不會安排轉讓該哥爾夫球車予買方/買方提名人之承讓人或任何其他人。買方提名人須自費提供所有文件證明其為愉景灣內物業之時任註冊業主；
- (h) 未能或延誤安排該哥爾夫球車之轉讓，或該哥爾夫球車之陳述和狀況不可成為買方延誤該投標物業之成交的理由或視為或作為賣方未能完成該投標物業之買賣或過失；

- (i) 如買方/買方提名人未能於該投標物業成交後 12 個月內成功取得所有該哥爾夫球車轉讓所需批准/牌照/許可，則買方將不再享有或視作已放棄本第 16 段以下之優惠，買方/買方提名人並不得就此事向賣方要求索償或任何補償；
- (j) 上述該哥爾夫球車之價值只供參考，並不反映該哥爾夫球車實際買入/賣出價格；及
- (k) 每座洋房獲分配之哥爾夫球車之車牌號碼如下，但賣方保留權利重新分配另一部該哥爾夫球車予買方/買方提名人，且買方/買方提名人不得就此提出任何異議:-

洋房	哥爾夫球車車牌號碼
1 號洋房	DB383
2 號洋房	DB196
3 號洋房	DB460
5 號洋房	DB426
6 號洋房	DB307
7 號洋房	DB439
8 號洋房	DB190
9 號洋房	DB231
10 號洋房	DB461
11 號洋房	DB515H
12 號洋房	DB251
15 號洋房	DB187
16 號洋房	DB69
17 號洋房	DB205
18 號洋房	DB201
19 號洋房	DB95
20 號洋房	DB381
21 號洋房	DB361
22 號洋房	DB479
23 號洋房	DB491H
25 號洋房	DB326

18. 受限於關於從價印花稅現金優惠的確認書(附件 M)(“確認書”)的條款及條件，倘若買方選擇臨時合約下付款計劃(A)(即 “60 天現金付款計劃”)，及在買方完全遵守及符合於確認書及應稅協議(定義見確認書)所列的條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款及完成該投標物業的購買)的前提下，賣方將會津貼正式買賣合約所需繳付的從價印花稅(或其部分，視乎情況而定)(上限為應稅協議所訂明的樓價的 4.25% (如該投標物業之樓價為港幣 20,000,000.00 元或以上))。

19. (本段並不適用於洋房 2)

準買方於簽署該投標物業的臨時合約之前，準買方（必須為個人名義）可就該投標物業與賣方（作為業主）簽署一份租約(格式及內容由賣方訂明)(「租約」)。根據租約，租客將獲授予認購權以租約所列明的售價購買該投標物業，其認購權僅限於租客在租期生效日的 3 年後行使。如租客未能按照其條款及細則行使認購權，認購權將自動失效而租客將不會得到任何賠償。此安排受其他條款及細則所約束，租約的其他重要條款如下:-

- (a) 租金須每年預先繳付。
- (b) 租約期為 42 個月。
- (c) 根據租約及其複本應支付之印花稅及/或裁定費及註冊費須由租客承擔。買賣雙方必須負責繳付所有各自就租約及其複本之準備、批核及簽訂而產生的法律費用。
- (d) 租客必須負責繳付為住宅物業提供的任何公共事業服務的所有按金及在租期內該投標物業之管理費、公用事業服務收費、公用事業服務按金及其它年度或經常性性質的開支等。
- (e) 租客不得將該投標物業分租或再准許予任何其他人士。
- (f) 租客須繳付相等於租約所列明的售價的 8%的按金。

20. (只適用於以下買方：買方須為該投標物業的現有租客並於租期第三十六個月後至租約租期第三十九個月屆滿或之前，根據賣方授予之認購權購買該投標物業，並選擇本招標文件中投標表格的第 2 段之「先租後買計劃 C1」付款計劃(C1))

- (a) 受限於買方對以下細則之遵守，買方將會以以下(A) 及(B) 條款獲得現有認購權 65%租金回贈:-
 - (i) 買方(作為租客)與賣方(作為業主)就買方購買的該投標物業已簽訂一份租約，其中含有僅限於買方作為租客於租期第三十六個月後至租約租期第三十九個月屆滿或之前行使的認購權(租約格式及內容由賣方訂明)(「含有認購權之租約」);

- (ii) 買方為該投標物業的現有租客;
- (iii) 買方在整個含有認購權之租約期內或直至該投標物業的買賣完成日為止(以較早者為準)已妥為履行及遵守含有認購權之租約的條款及細則;
- (iv) 買方(作為租客)按照含有認購權之租約的規定已向賣方(作為業主)提供一份認購通知書(按含有認購權之租約所定義)(格式及內容由賣方訂明並附夾於含有認購權之租約);
- (v) 含有認購權之租約下沒有欠繳租金;及
- (vi) 該投標物業之買賣須於該投標物業之租期屆滿時或之前完成，

其中:-

- (A) 買方按照由買方作為現有租客身份妥為送達並由賣方接受的認購通知書(按含有認購權之租約所定義)的條款於簽署該投標物業的臨時合約時，買方將相等於認購價(按含有認購權之租約所定義) 5%之由買方根據含有認購權之租約實際已支付的部分租金按金直接作為臨時合約下所需支付的臨時訂金；及
 - (B) 該投標物業買賣完成時，及以買方按照「先租後買 C1」付款計劃(C1)支付餘額為條件，(i)相等於認購價(按含有認購權之租約所定義) 3%之由買方根據含有認購權之租約實際已支付的租金按金的剩餘金額，及(ii)由買方根據含有認購權之租約實際已支付的租金總和之 65%將直接用於支付樓價的部分餘額。
- (b) 為免疑問，(i)除買方根據上述(A)及(B)直接用於支付樓價的部分餘額之外實際已支付的部分租金，及／或(ii)買方根據含有認購權之租約實際已支付而並未用於支付部分樓價的租金總額的餘額，賣方在任何情況下都不會退還給買方。
- (c) 先租後買認購權 65%租金回贈受其他條款及細則所約束。

21.(只適用於以下買方：買方須為該投標物業的現有租客並於租期首日至及包括租期第9個月的最後一天內購買該投標物業而並非根據賣方授予之認購權(如有)購買該投標物業，並選擇本招標文件中投標表格的第2段之「現有租客置業計劃 D1」付款計劃(D1))

- (a) 受限於買方對以下細則之遵守，買方將會獲得現有租客租金回贈(D1) 如下:-
 - (i) 買方(作為租客)與賣方(作為業主)就買方購買的該投標物業已簽訂一份租約(格式及內容由賣方訂明);
 - (ii) 買方為該投標物業的現有租客;

- (iii) 買方在整個租約期內或直至該投標物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;
- (iv) 租約下沒有欠繳租金;及
- (v) 該投標物業之買賣須於該投標物業之租期生效日起計的 12 個月內完成

於買方作為已該投標物業的現有租客身份完成該投標物業的買賣時，及以買家支付樓價的餘額為條件，賣方將由買方作為該投標物業的現有租客身份根據租約實際已支付並由賣方收到的租金的**總數**直接用於支付該投標物業樓價的部分餘額。

- (b) 現有租客租金回贈(D1)受其他條款及細則所約束。

22.(只適用於以下買方：買方須為該投標物業的現有租客並於租期第 10 個月的首日至及包括租期第 21 個月的最後一天內購買該投標物業而並非根據賣方授予之認購權(如有)購買該投標物業，並選擇本招標文件中投標表格的第 2 段之「現有租客置業計劃 D2」付款計劃(D2))

- (a) 受限於買方對以下細則之遵守，買方將會獲得現有租客租金回贈 (D2):-

- (i) 買方(作為租客)與賣方(作為業主)就買方購買的該投標物業已簽訂一份租約(格式及內容由賣方訂明);
- (ii) 買方為該投標物業的現有租客;
- (iii) 買方在整個租約期內或直至該投標物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;
- (iv) 租約下沒有欠繳租金;及
- (v) 該投標物業之買賣須於該投標物業之租期生效日起計的 24 個月內完成

於買方作為已該投標物業的現有租客身份完成該投標物業的買賣時，賣方將由買方作為該投標物業的現有租客身份根據租約實際已支付並由賣方收到的租金的**百份之八十**直接用於支付該投標物業樓價的部分餘額。

- (b) 現有租客租金回贈(D2)受其他條款及細則所約束。

23. (只適用於以下買方：買方須為該投標物業的現有租客並於租期第 22 個月的首日至及包括租期第 33 個月的最後一天內購買該投標物業而並非根據賣方授予之認購權(如有)購買該投標物業，並選擇本招標文件中投標表格的第 2 段之「現有租客置業計劃 D3」付款計劃(D3))

(a) 受限於買方對以下細則之遵守，買方將會獲得現有租客租金回贈(D3):-

- (i) 買方(作為租客)與賣方(作為業主)就買方購買的該投標物業已簽訂一份租約(格式及內容由賣方訂明);
- (ii) 買方為該投標物業的現有租客;
- (iii) 買方在整個租約期內或直至該投標物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;
- (iv) 租約下沒有欠繳租金;及
- (v) 該投標物業之買賣須於該投標物業之租期生效日起計的 36 個月內完成

於買方作為已該投標物業的現有租客身份完成該投標物業的買賣時，賣方將由買方作為該投標物業的現有租客身份根據租約實際已支付並由賣方收到的租金的百份之七十直接用於支付該投標物業樓價的部分餘額。

(b) 現有租客租金回贈(D3)受其他條款及細則所約束。

24. 凡於任何出售日中的出售時間內天文台發出八號或更高熱帶氣旋警告信號或黑色暴雨警告時，該出售日的截標日期及截標時間將順延至下一個天文台沒有發出八號或更高熱帶氣旋警告信號或黑色暴雨警告的出售日的相關日期及時間。

25. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

26. 如有任何查詢，請致電查詢熱線 2987 8033。投標者須注意，賣方只會回答關於該招標物業的一般問題，而不會就該招標提供法律或其他意見。投標者應就本招標公告和相關文件的條款以及一切與該招標物業有關的事宜尋求法律及其他專業意見。

27. 賣方在此作出特別聲明，賣方或任何賣方的代理或僱員對有意投標者或投標者的任何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。任何陳述不得視作構成本

招標公告的一部份，而該等陳述或行動並不會亦不被視作闡述、更改、否定、豁免或在其他方面修改本招標公告所列出的任何條款或條件。

28. 賣方保留權利按其全權酌情權將任何遞交不符合規定的投標書的投標者，或沒有按本招標公告的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書對根據本招標公告所須遞交的文件作出任何類型的改動及／或增加，該投標書將被視為不符合規定的投標書。
29. 如本文件之中、英文版本有任何出入，一律以英文版本為準。

日期：2023 年 7 月 18 日

FORM OF TENDER

Tender for the purchase of:

House _____ of IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City) (意峰 (愉景灣發展項目 2a 地區(部份)第 18 期) (“Phase”), 28 Discovery Valley Road, Discovery Bay (“**the Property**”))

subject to the terms and conditions contained in the Tender Notice dated _____ (“**the Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (“**the Preliminary Agreement**”) as respectively attached hereto.

To : **HONG KONG RESORT COMPANY LIMITED** (香港興業有限公司) whose registered office is at 23rd Floor, China Merchants Tower, Shun Tak Centre, Nos.168-200 Connaught Road Central, Hong Kong (Business Registration No. 03988516-000) (the "**Vendor**")

1. I/We, _____
(HKID Card No./Passport No./Business Registration No. _____)
of _____

(registered office for Hong Kong company(ies)/correspondence address in Hong Kong for individual(s) and foreign company(ies)), having read the Tender Notice (including the Appendixes thereto) and the Preliminary Agreement, hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG DOLLARS

(HK\$ _____) (“**the Purchase Price**”) and on the terms and conditions as more particularly set out in the Preliminary Agreement.

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is accepted by the Vendor:-

(Please tick one (1) of the boxes below to select the terms of Payment Method)

<input type="checkbox"/> A	60-Day Cash Payment Plan 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 60 days after the date of the Preliminary Agreement.
<input type="checkbox"/> B	240-Day Cash Payment Plan 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 240 days after the date of the Preliminary Agreement.

<input type="checkbox"/> C1	Lease with Option to Purchase Plan C1
	<ol style="list-style-type: none"> 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 60 days after the date of the Preliminary Agreement.
<input type="checkbox"/> D1	Sitting Tenant Acquisition Plan D1
	<ol style="list-style-type: none"> 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 60 days after the date of the Preliminary Agreement.
<input type="checkbox"/> D2	Sitting Tenant Acquisition Plan D2
	<ol style="list-style-type: none"> 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 60 days after the date of the Preliminary Agreement.
<input type="checkbox"/> D3	Sitting Tenant Acquisition Plan D3
	<ol style="list-style-type: none"> 1. 5% of the Purchase Price, being preliminary deposit shall be paid by me/us upon the signing of the Preliminary Agreement; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid by me/us within 60 days after the date of the Preliminary Agreement.

3. In the event of this tender being accepted in accordance with the Tender Notice, the Preliminary Agreement shall constitute a legally binding agreement between me/us and the Vendor for the sale and purchase of the Property.
4. I/We enclose the following documents with this Tender:
 - (a). cashier's order(s) (No(s)._____) issued by _____ and, if applicable, cheque(s) (No(s)._____) drawn on _____ in favour of "Woo Kwan Lee & Lo" for the sum equivalent to 5% of the Purchase Price (the said cheque(s) is/are accepted only if the total amount of payment by cashier's order(s) depending on the Purchase Price offered, is not less than HK\$1,000,000), which shall be applied towards payment of the preliminary deposit and (if applicable) further deposit or part thereof if this Tender is accepted by the Vendor;
 - (b). in case of individual, a copy of my/our HKID Card/Passport;
 - (c). in case of a company incorporated in Hong Kong, a copy of each of the Certificate of Incorporation, the Business Registration Certificate and the latest register of directors and annual return of our company; in case of a foreign company, the relevant company documents duly certified by a director of our company proving the company is duly incorporated in its place of incorporation and proving details of its directors;
 - (d). in case of a company, a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender, the Preliminary Agreement and the other documents mentioned in the above in the manner as they are signed;
 - (e). in case that this Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport;

- (f). a Covering Letter regarding Submission of Tenders for Partial Award (in the form annexed to the Tender Notice) duly completed and signed by me/us (if applicable);
- (g). a Covering Letter regarding Submission of Tenders as One Single Bundle (in the form annexed to the Tender Notice) duly completed and signed by me/us and the relevant parties (if applicable);
- (h). a Warning to Purchasers (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
- (i). a Declaration on Intermediary (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;
- (j). the Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;
- (k). the Agreement on Use of Personal Data for Direct Marketing (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
- (l). an Authorization Letter authorizing Estate Agent to collect documents (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us;
- (m). a Letter regarding Mortgage Loan (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us;
- (n). a Letter regarding “Early Settlement Cash Rebate” (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us (only applicable if selected Payment Method (B) (i.e., “240-Day Cash Payment Plan”));
- (o). a Side Letter regarding Furnished Unit (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me/us (only applicable to House 2 and House 15);
- (p). an Acknowledgement Letter for Property Viewing (in the form annexed to the Tender Notice as **Appendix K**) duly completed and signed by me/us;
- (q). a Vendor’s Information Form (in the form annexed to the Tender Notice as **Appendix L**) duly completed and signed by me/us; and
- (r). a Confirmation regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed to the Tender Notice as **Appendix M**) duly completed and signed by me/us (only applicable if selected Payment Method (A) (i.e. “60-Day Cash Payment Plan”)).
- (s). a Confirmation regarding “Rental Rebate Benefit” (in the form annexed to the Tender Notice as **Appendix N**) duly completed and signed by me/us (only applicable if selected Payment Method (C1)(i.e. Lease with Option to Purchase Plan C1), (D1)(i.e. Sitting Tenant Acquisition Plan D1), (D2)(i.e. Sitting Tenant Acquisition Plan D2) or (D3)(i.e. Sitting Tenant Acquisition Plan D3).

5. I/We expressly agree that dispatch of the written notice of acceptance together with a copy of the duly signed Preliminary Agreement to me/us at my/our Hong Kong correspondence address or registered office and/or my/our solicitor’s correspondence address shown below or by fax by the Vendor shall constitute a formal and binding contract for the subject sale and purchase of the Property at the price and on the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement.
6. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

Dated this day of

Name of Tenderer : _____

Signature(s) of Tenderer/
Name(s) and Signature(s) of
Authorized Signatory(ies) or
Attorney(s) of Tenderer : _____

HKID No./Passport No./
Business Registration No.
of Tenderer : _____

Correspondence Address
in Hong Kong*/
Registered Office
of Tenderer : _____

Tel. No. of Tenderer: _____

Facsimile No. of Tenderer: _____

Name(s) of contact person(s)
of Tenderer*: _____

Tel. No. of contact person(s)
of Tenderer*: _____

Tenderer's solicitor (if any): _____

Tenderer's solicitor's
correspondence address (if any): _____

Name of Principal
(if applicable): _____

HKID No./Passport No.
of Principal (if applicable): _____

Correspondence Address
of Principal (if applicable): _____

Name of Attorney
(if applicable): _____

HKID No./Passport No.
of Attorney (if applicable): _____

Name and Company of
Estate Agent
(if any) appointed by
Tenderer: _____

Licence No. of Estate
Agent (if any) appointed
by Tenderer
(with copy of Estate Agent's
licence attached hereto):

Contact Details of
Estate Agent (if any)
appointed by Tenderer:

(*if the tenderer is a foreign company, the tenderer must provide a correspondence address in Hong Kong and a contact person in Hong Kong with a Hong Kong telephone number.)

投標表格

投標購買：

愉景灣愉景山道 28 號 意峰 (愉景灣發展項目 2a 地區(部分)第 18 期) (「期數」) _____ 號洋房 (「該物業」)

受夾附於本投標表格、日期為_____的招標公告(「招標公告」)及臨時買賣合約(「臨時合約」)所載的條款及條件所限。

致： **香港興業有限公司**，其註冊辦事處位於香港干諾道中 168-200 號信德中心招商局大廈 23 樓 (商業登記號碼 03988516-000) (「賣方」)

1. 本人/吾等, _____ (香港身份證號碼/護照號碼/商業登記號碼 _____)

(投標者 為 香港公司)註冊辦事處地址/(投標者 為 個人 或 海外公司) 香港 的 通訊 地址 為

，在閱讀招標公告(包括其附表)及臨時合約後，現在此按照臨時合約中更詳細列出的條款及條件向賣方要約購買該物業，樓價為港幣

(港幣 _____ 元) (「樓價」)。

2. 若本投標書獲賣方接納，本人/吾等將以下列方式支付樓價:-

(請只剔以下其中一個方格以選擇支付方式)

<input type="checkbox"/> A	60 天現金付款計劃
	1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 60 日內由本人/吾等付清。
<input type="checkbox"/> B	240 天現金付款計劃
	1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 240 日內由本人/吾等付清。
<input type="checkbox"/> C1	先租後買計劃 C1

	1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 60 日內由本人/吾等付清。
<input type="checkbox"/> D1	現有租客置業計劃 D1 1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 60 日內由本人/吾等付清。
<input type="checkbox"/> D2	現有租客置業計劃 D2 1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 60 日內由本人/吾等付清。
<input type="checkbox"/> D3	現有租客置業計劃 D3 1. 樓價的 5% 為臨時訂金，於簽訂臨時合約時由本人/吾等支付； 2. 樓價的 95% 為樓價餘款，於臨時合約日期後 60 日內由本人/吾等付清。

3. 一旦本投標書獲賣方根據招標公告接納，臨時合約將構成本人/吾等與賣方就買賣該物業的有法律約束力的協議。

4. 本人/吾等於本投標書夾附以下文件：

- (a). 由_____簽發的銀行本票(銀行本票號碼_____)及(如適用)由_____簽發的支票(支票號碼_____)，抬頭為「胡關李羅律師行」，以支付相等於樓價 5% 的金額(只有在以銀行本票支付的總金額(視乎提出要約的樓價)不少於港幣\$1,000,000，才會接納支票)。若本投標書獲賣方接納，此金額將會被用以支付臨時訂金及(如適用)加付訂金或其部分；
- (b). 如投標者是個人，本人/吾等的香港身份證／護照的複印本；
- (c). 如投標者為在香港註冊成立的公司，本公司的註冊證明書、商業登記證及最近期的董事登記冊及周年申報表的複印本；如投標者為海外公司，由本公司一名董事妥為核證的相關公司文件，以證明公司在其註冊成立的地方妥為註冊成立及證明公司董事的詳情；
- (d). 若投標者為公司，本公司授權簽署本投標表格、臨時合約及其他上述文件之董事局決議的複印本(在該董事局決議內，該獲授權的簽署方式須與在該等文件上的簽署方式相同)；
- (e). 若本投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證／護照複印本；
- (f). 「有關只接受投標中之部分投標之封面信函」(按照夾附於招標公告之格式由本人/吾等填妥並簽署)(如適用)；
- (g). 「有關捆綁式投標之封面信函」(按照夾附於招標公告之格式由本人/吾等及相關各方填

妥並簽署)(如適用)；

- (h). 「對買方的警告」(按照夾附於招標公告的附件 C 之格式由本人/吾等填妥並簽署)；
- (i). 「有關介紹人的聲明」(按照夾附於招標公告的附件 D 之格式由本人/吾等填妥並簽署)；
- (j). 「與賣方關係申報」(按照夾附於招標公告的附件 E 之格式由本人/吾等填妥並簽署)；
- (k). 「同意個人資料作直接促銷的確認函」(按照夾附於招標公告的附件 F 之格式由本人/吾等填妥並簽署)；
- (l). 「授權地產代理領取文件之授權書」(按照夾附於招標公告的附件 G 之格式由本人/吾等填妥並簽署)；
- (m). 「關於按揭貸款的信件」(按照夾附於招標公告的附件 H 之格式由本人/吾等填妥並簽署)；
- (n). 「關於「提前付清樓價現金回贈」的信件」(按照夾附於招標公告的附件 I 之格式由本人/吾等填妥並簽署)(只適用於選擇支付方式(B)(即「240 天現金付款計劃」)的情況)；
- (o). 「有關設有家具的單位之附函」(按照夾附於招標公告的附件 J 之格式由本人/吾等填妥並簽署)(只適用於 2 號洋房及 15 號洋房)
- (p). 「物業參觀確認函」(按照夾附於招標公告的附件 K 之格式由本人/吾等填妥並簽署)；
- (q). 「賣方資料表格」(按照夾附於招標公告的附件 L 之格式由本人/吾等填妥並簽署)；及
- (r). 「從價印花稅現金優惠的確認書」(按照夾附於招標公告的附件 M 之格式由本人/吾等填妥並簽署)(只適用於選擇支付方式(A)(即「60 天現金付款計劃」)的情況)。
- (s). 「租金回贈」優惠的確認書(按照夾附於招標公告的附件 N 之格式由本人/吾等填妥並簽署)(只適用於選擇支付方式(C1)(即先租後買計劃 C1)、(D1)(即現有租客置業計劃 D1)、(D2)(即現有租客置業計劃 D2)或(D3)(即現有租客置業計劃 D3)。

5. 本人/吾等明確同意，賣方將接受通知書及一份妥為簽署的臨時合約副本按下列本人/吾等的香港通訊地址或註冊辦事處及/或本人/吾等代表律師的通訊地址送達予本人/吾等，或以傳真方式寄出予本人/吾等，此等行為將就該物業的買賣(其樓價、條款及條件根據本投標表格、招標公告和臨時合約而定)構成一份正式和有約束力的合約。

6. 如本文件之中英文本有任何出入，一切以英文為準。

本投標表格的日期為

投標者姓名：_____

投標者簽署/

投標者獲授權簽署人

或投標者授權人

的姓名及簽署：_____

投標者的

香港身份證號碼/

護照號碼/商業登記號碼：_____

投標者位於香港的

通訊地址*

/註冊辦事處地址：_____

投標者的電話號碼：_____

投標者的傳真號碼：_____

投標者聯絡人姓名*：_____

投標者聯絡人的電話號碼*：_____

投標者代表律師(如有)：_____

投標者代表律師的

通訊地址(如有)：_____

主事人姓名(如適用)：_____

主事人的香港身份證號碼/

護照號碼(如適用)：_____

主事人的通訊地址(如適用)：_____

授權人姓名(如適用)：_____

授權人的香港身份證號碼/

護照號碼(如適用)：_____

投標者委任之地產代理(如有)

的姓名及公司名稱：_____

投標者委任之地產代理(如有)

的地產代理牌照號碼

(隨本投標表格夾附

地產代理牌照的複印本)：_____

投標者委任之地產代理(如有)

的聯絡資料：_____

(*如投標者為海外公司，投標者必須提供一個香港的通訊地址及一名於香港的聯絡人及其香港電話號碼。)

IL PICCO

意峰

PRELIMINARY AGREEMENT FOR SALE AND
PURCHASE (“Preliminary Agreement”)

臨時買賣合約(“臨時合約”)

Serial No. 編號:

Date 日期:

The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the property mentioned below on the following terms and conditions: :

賣方及買方於此同意根據以下條款及條件出售及購買下述的物業:

Vendor Hong Kong Resort Company Limited
賣方 香港興業有限公司

Vendor's Woo Kwan Lee & Lo
solicitors
賣方律師行 胡關李羅律師行
Room 2801, Sun Hung Kai Centre, 30 Harbour
Road, Wanchai, Hong Kong
香港灣仔港灣道 30 號新鴻基中心 2801 室

Date of signing of
Agreement for Sale and
Purchase

簽訂正式買賣合約日期

Purchaser 買方 Purchaser's / Purchasers' Name(s)
買方姓名

HKID No. / Passport No. / B.R. No.
香港身份證號碼/護照號碼/商業登記證
號碼

- (1) _____
(2) _____
(3) _____
(4) _____

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

董事姓名及身份證號碼 (只適用於公司買方)

- (1) _____
(2) _____

Correspondence
Address

通訊地址

Tel. No. 電話號碼

Property IL PICCO 意峰 House _____ 號洋房

該物業

28 Discovery Valley Road, Discovery Bay 愉景灣愉景山道 28 號

Terms of Payment**支付條款**

The purchase price of the
Property (“Purchase Price”) is

該物業的樓價(“樓價”)為

HK\$

港幣

which shall be paid by the Purchaser to the
Vendor in the manner as follows:-

元，並須由買方按以下方式付予賣方:-

Payment Method 支付方式:

(Please tick one (1) of the boxes below 請以剔號勾選以下其中一個方格)

<input type="checkbox"/> A	60-day Cash Payment Plan 60 天現金付款計劃 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 60 日(“成交日”)內付清準。
<input type="checkbox"/> B	240-day Cash Payment Plan 240 天現金付款計劃 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 240 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 240 日(“成交日”)內付清。
<input type="checkbox"/> C1	Lease with Option to Purchase Plan C1 先租後買計劃 C1 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 60 日(“成交日”)內付清準。
<input type="checkbox"/> D1	Sitting Tenant Acquisition Plan D1 現有租客置業計劃 D1 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 60 日(“成交日”)內付清準。
<input type="checkbox"/> D2	Sitting Tenant Acquisition Plan D2 現有租客置業計劃 D2 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 60 日(“成交日”)內付清準。
<input type="checkbox"/> D3	Sitting Tenant Acquisition Plan D3 現有租客置業計劃 D3 1. 5% of the Purchase Price, being preliminary deposit shall be paid upon signing of this Preliminary Agreement; 樓價的 5% 為臨時訂金，於簽訂本臨時合約時支付; 2. 95% of the Purchase Price, being balance of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement (“Completion Date”). 樓價的 95% 為樓價餘款，於本臨時合約日期後 60 日(“成交日”)內付清準。

Preliminary Deposit HK\$ which is equal to 5% of the purchase price shall be paid upon
in the sum of signing of this Preliminary Agreement.
臨時訂金為數 港幣 _____ 元(即樓價的 5%)的臨時訂金，須於簽署本臨時合約時支付。

(Please fill in the amount of Preliminary Deposit 請填寫臨時訂金之金額)

Other Terms and Conditions
of this Preliminary Agreement

臨時合約之其他條款及條件

As set out in the Other Terms and Conditions (together with the Appendix) of this Preliminary Agreement which together with the terms and conditions set out above constitute the whole of this Preliminary Agreement.
詳列於此臨時合約之其他條款及條件（包括附錄）連同上述的條款及條件並構成此臨時合約的全部。

The Purchaser(s) has/have read the Other Terms and Conditions (together with the Appendix) of this Preliminary Agreement and fully understand(s) the contents thereof.

買方已細閱此臨時合約之其他條款及條件（包括附錄），並完全明白其內容。

For and on behalf of the Vendor, Hong Kong
Resort Company Limited
代表賣方香港興業有限公司

Purchaser 買方簽署

Authorized Signature(s) 授權簽署

(The following is to be filled in by the Vendor 以下由賣方填寫)

Payment Type 支付方式	Amount 金額	Reference Number 參考號碼	Bank 銀行

Received Preliminary Deposit
茲收到臨時訂金

HK\$
港幣

元

OTHER TERMS AND CONDITIONS

其他條款及條件

1. In this Preliminary Agreement -
在本臨時合約中 -
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (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 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 9(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed –
按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須 -
 - (a) by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 _____
(即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
 - (b) by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
6. The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由買方承擔。
7. The Purchaser shall attend the office of the Vendor’s solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement of the Property prepared by the Vendor’s solicitors which shall not be altered by the Purchaser; (b) make further payment in accordance with the Payment Terms; and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement. No attorney trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

買方須於簽訂本臨時合約後的五個工作日內，攜帶其香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本於辦公時間內到賣方律師行(若買方自行聘請律師，則到有關律師行)辦理下列手續:(a)簽署由賣方律師所訂有關該物業的正式合約，買方不得更改正式合約內容；(b)交付根據本臨時合約付款方式所述到期應付之款項；並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。賣方並不接受買方任何獲授權人、受托人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。

8. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –

如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -

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

9. The measurements of the Property are as follows -

該物業的量度尺寸如下 -

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

該物業的實用面積為_____平方米／_____平方呎*[，其中—]

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

*[_____平方米／_____平方呎為露台的樓面面積]；

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

*[_____平方米／_____平方呎為工作平台的樓面面積]；

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

*[_____平方米／_____平方呎為陽台的樓面面積]；

- (b) other measurements are -

其他量度尺寸為 -

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

*[空調機房的面積為_____平方米／_____平方呎]；

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

*[窗台的面積為_____平方米／_____平方呎]；

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

*[閣樓的面積為_____平方米／_____平方呎]；

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

*[平台的面積為_____平方米／_____平方呎]；

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

*[花園的面積為_____平方米／_____平方呎]；

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

*[停車位的面積為_____平方米／_____平方呎]；

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

*[天台的面積為_____平方米／_____平方呎]；

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

*[梯屋的面積為_____平方米／_____平方呎]；

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

*[前庭的面積為_____平方米／_____平方呎]；

*[the area of the yard is _____ square metres/_____ square feet]

*[庭院的面積為_____平方米／_____平方呎]。

10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
該物業買賣所包括的裝置、裝修物料及設備如下
the fittings, finishes and appliances as set out in the Appendix to this Preliminary Agreement.
詳列於本臨時合約之附錄的裝置、裝修物料及設備。
11. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
12. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
買方已確認收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
13. For the purposes of clause 12, the following is the "Warning to Purchasers" –
就第 12 條而言，“對買方的警告”內容如下 -
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買該物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買該物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買該物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買該物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

For the details of solicitor firms practicing in Hong Kong, please contact the Law Society of Hong Kong: 3/F Wing On House, 71 Des Voeux Road Central, Hong Kong.

有關香港執業律師之資料，可向香港律師會查詢：香港中環德輔道中 71 號永安集團大廈 3 字樓。

14. The Purchase Price in respect of the Property is set out in the Purchase Price and Payment Terms. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property. The amount of the Purchase Price and the

manner of payment shall be as stated in the Purchase Price and Payment Terms and incorporated into the Agreement.

該物業之樓價在樓價及付款方式中列出。賣方保留權利修改樓價及付款方式及該樓價在計算方面之錯誤或遺漏。樓價以及付款方式乃依據本臨時合約並詳列於正式合約。

15. The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement (and not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement.

買方須於正式合約中與賣方協議如買方要求並獲賣方同意之情況下簽署一份取消合約又或採取其他有效等同方式取消正式合約或終止買方於該正式合約所承擔之責任，賣方有權保留該物業百分之五的樓價款項作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。

16. All stamp duties (including, without limitation, the Ad Valorem Stamp Duty, the Special Stamp Duty, the Buyer's Stamp Duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment, the charges for certified copy title deeds, the registration fees, plan fees and all the Purchaser's Solicitors charges and disbursements in preparing, completing, executing, stamping and registering this Preliminary Agreement and/or the Agreement and/or the Assignment, due proportion of the costs for the preparation, stamping, registration and completion of the Sub-Deed of Mutual Covenant (referred as "Sub-DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(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)、上手契約鑑證本之費用、登記費用、圖則費及買方律師費包括處理、完成、簽署、釐印及登記本臨時合約及/或正式合約及/或轉讓契、有關擬備、打蓋印花、登記及完成分公契(稱為“分公契”)的適當分攤及其他有關買賣該物業之文件等費用，一概由買方負責及支付。

17. All further deposit, part payment of purchase price, balance of purchase price and stamp duty shall be paid by the Purchaser by way of cashier's orders or cheques certified good for payment by a licensed bank in Hong Kong Special Administrative Region drawn in favour of the Vendor's solicitors.

所有加付訂金、部份樓價、樓價餘款及印花稅，買家須以抬頭寫上賣方律師行之銀行本票或經香港持牌銀行認證支付的支票支付。

18. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, in the event that the Purchaser shall fail to comply with any of the provisions contained in this Preliminary Agreement, the Vendor or its agent may, at the cost of the Purchaser, 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.

如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，而買方未能履行本臨時合約的任何條文，賣方或賣方代理人可單方面簽署及於土地註冊處登記一份備忘錄將本臨時合約之登記從土地註冊處登記冊中刪除或取消，有關費用由買方支付。

19. The Property is a residential property within the meaning of Section 29A(1) of the Stamp duty Ordinance. 該物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。

20. Time shall in every respect be of the essence of this Preliminary Agreement.

本臨時合約所規定之時間或時限乃合約之立約要素，必須嚴謹遵守。

21. The Purchaser shall on completion pay to the Manager or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager) all management fee deposit, contribution to special fund, debris removal fee, advance payment of management fees and other deposits and payments (including a due proportion of the utilities deposits in respect of the common areas) which are payable in respect of the Property under the Deed of Mutual Covenant and the Sub-DMC, and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在成交時繳付管理人或向賣方償還（如賣方已向管理人支付任何相關費用）一切管理費按金、其須分擔的特別基金、泥頭清理費、預繳管理費及其他根據主公契及分公契規定可收取之其他按金及費用（包括適當比例的公用地方的公用事業按金），買方並須償還賣方代該物業已支付的所有費用包括但不限於水電煤按金。
22. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto on the same terms and conditions hereof.
本臨時合約簽訂前，合約雙方並無其他口頭或類似本臨時合約之協議。
23. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into any Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party (if the Purchaser is an incorporated company, there shall be no change of directorship or shareholding prior to signing of the Agreement).
買賣雙方同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與任何其他人士訂立任何形式的正式合約，亦無權將本臨時合約之權益轉讓予第三者（若買方為註冊之有限公司，在簽署正式合約前不可以有任何董事或股權之變更）。
24. The Purchaser shall inform the Vendor in writing of any change in correspondence details and telephone number.
買方必須書面通知賣方一切其聯絡地址及電話號碼的變更。
25. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
如賣方在該物業的權益屬衡平法權益而並非法定產業權，買方不得提出反對。
26. The Vendor and the Purchaser agree to complete the sale and purchase in respect of the Property at the office of the Vendor's solicitors during office hours (from 10 a.m. to 4:30 p.m.) on the Completion Date.
買賣雙方同意買方須於成交日於辦公時間內（由上午 10 時至下午 4 時 30 分）在賣方律師行完成交易該物業。
27. The Purchaser understands and agrees that he only purchases all the Vendor's interest in the Property for the residue of the term of years created by the government lease or absolutely subject to the conditions of grant/exchange, as the case may be.
買方明白及同意向賣方買入的該物業受政府租契所訂明的所餘年期或受批地/換地條件書所限的絕對年期所規限（視情況而定）。
28. (a) A person who is not a party to this Preliminary Agreement ("Third Party") shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623, Laws of Hong Kong) ("Rights of Third Parties Ordinance") to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
除本臨時合約的雙方外，任何其他人士（“第三者”）均沒有權按《合約(第三者權利)條例》(香港法例第 623 章)（“該條例”）強制執行或享有本臨時合約的任何條款或條件的利益。

- (b) Notwithstanding anything contained in this Preliminary Agreement, no consent from any Third Party shall be required to rescind or vary this Preliminary Agreement at any time.
儘管本臨時合約的任何條款或有規定，本臨時合約於任何時候的撤銷或更改並不須按該條例取得任何第三者的同意。
- (c) For the avoidance of doubt, the provisions of this clause 29 shall apply and be deemed to be incorporated in any document supplemental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this clause 29 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.
為免生疑問，本第 29 條適用於及當作為包括於任何雙方之間就該物業不時簽訂為補充本臨時合約的文件。然而，本第 29 條的規定並不影響或損害任何第三方於該條例以外現存或可用的權利或補償。

29. Both English and Chinese versions of this Preliminary Agreement have same binding effect.
本臨時合約之中英文版本，同具法律效力。

APPENDIX

附錄

Fittings, Finishes and Appliances (except House 2 and House 15)

裝置、裝修物料及設備 (2 號洋房及 15 號洋房除外)

Interior Finishes

室內裝修物料

Internal wall and ceiling	Internal wall	Timber veneer panel, featured glass and emulsion paint (living room and dining room). Emulsion paint (bedroom). Natural stone where exposed up to the false ceiling (bathroom). Natural stone, glass panel, and timber veneer where exposed up to the false ceiling (kitchen).
	Ceiling	Gypsum board with emulsion paint and/or plastic laminated ceiling panel and/or emulsion paint finish on slab soffit (living room, dining room, bedroom, bathroom and kitchen).
Internal Floor	Natural stone flooring and timber skirting (living room and dining room). Engineered timber flooring with natural stone border and timber skirting (bedroom). Natural stone where exposed (bathroom and kitchen).	

內牆及天花板	內牆	木飾面板、玻璃飾面及乳膠漆（客廳及飯廳）。 乳膠漆（睡房）。 外露位置鋪砌天然石至假天花（浴室）。 外露位置鋪砌天然石、玻璃飾面及木飾板至假天花（廚房）。
	天花板	石膏板髹乳膠漆及/或塑料層壓天花板及/或天花底髹乳膠漆（客廳、飯廳、睡房、浴室及廚房）。
內部地板	天然石地板及木牆腳線（客廳及飯廳）。 人造木地板配天然石邊框及木牆腳線（睡房）。 外露位置鋪砌天然石（浴室及廚房）。	

Interior Fittings

室內裝置

Door	Entrance external door	Aluminum frame glass door with lock set
	Entrance door	Timber veneered solid core timber door fitted with lock set, concealed door closer and eye viewer
	Living room, dining room, roof and flat roof door	Aluminum frame glass door with lock set
	Bedroom door	Timber veneered solid core timber door fitted with lock set
	Bathroom door	Timber veneered solid core timber door fitted with lock set or timber veneered solid core timber door with wooden louvre and lock set. Metal framed door with laminated feature glass (master bathroom)
	Kitchen door	Metal framed door with laminated feature glass with timber handle.
	Utility Platform	Aluminum frame double-glazed low e-coating glass & sandblasted glass door with lock set
	Lavatory door	Metal framed door with glass panel

Window	Double-glazed low e-coating glass with aluminum frame (living room, dining room, kitchen, bedroom). Double-glazed low e-coating glass and sandblasted glass with aluminum frame (bathroom)	
Bathroom	Timber basin cabinet with natural stone countertop, timer mirror cabinet and sanitary fittings are provided.	
Kitchen	Stainless steel sink with chrome plated hot and cold faucet, kitchen cabinet with melamine faced chipboard carcass, melamine faced door, lacquer finished door, built-in waste bin, cutlery tray and reconstituted stone countertop.	
Other provisions	Living room, dining room and bedroom	VRV Airconditioning
	Kitchen	VRV Airconditioning, refrigerator, single gas burner, double gas burner, telescopic hood, washer / dryer, electric water heater, exhaust fan and video door phone.
	Master bathroom, bathroom or lavatory	Exhaust fan, VRV Airconditioning , VRV fresh air processing unit and electric water heater.

門	入口外大門	鋁框玻璃門配門鎖
	入口大門	木皮飾面實心木門配門鎖，暗氣鼓及防盜眼。
	客廳、飯廳、天台及平台門	鋁框玻璃門配門鎖
	睡房門	木皮飾面實心木門配門鎖
	浴室門	木皮飾面實心木門配門鎖或木皮飾面實心木門配木百葉及門鎖 金屬框特色夾層玻璃門 (主人浴室)
	廚房門	金屬框特色夾層玻璃門配木拉手
	工作平台	鋁框雙層中空磨砂玻璃連低反射鍍膜門配門鎖
	洗手間	金屬框玻璃門
窗	鋁質窗框配雙層中空玻璃連低反射鍍膜（客廳、飯廳、廚房及睡房）。 鋁質窗框配雙層中空磨砂玻璃連低反射鍍膜(只適用於浴室)	
浴室	木材面盆櫃配天然石材台面、木材鏡櫃及裝有衛生潔具。	
廚房	不銹鋼洗滌盆配鍍鉻冷熱水龍頭、廚櫃配三聚氰胺飾面刨花板櫃身，三聚氰胺飾面門板，焗漆飾面門板，內藏式垃圾筒，刀叉盤及人造石台面、焗漆飾面門板廚櫃及人造石台面	
其他設備	客廳、飯廳及睡房	可變冷媒流量冷氣機。
	廚房	可變冷媒流量冷氣機、單頭氣體煮食爐及雙頭氣體煮食爐、抽油煙機、雪櫃、洗衣乾衣機、電熱水爐、抽氣扇、視像對講機。
	主人浴室、浴室或洗手間	可變冷媒流量冷氣機、可變冷媒流量鮮風處理機及電熱水爐。

APPENDIX

附錄

Fittings, Finishes and Appliances (House 2)

裝置、裝修物料及設備 (2 號洋房)

Interior Finishes

室內裝修物料

Internal wall and ceiling	Internal wall	Natural stone, wallpaper, synthetic leather and metal finishes (living room and dining room). Wallpaper, fabric, wood finishes and metal finishes (master bedroom). Fabric (bedroom 1) Fabric, synthetic leather, mirror finishes and metal trim (bedroom 3). Natural stone where exposed up to the false ceiling (bathroom). Natural stone, glass panel and timber veneer where exposed up to the false ceiling (kitchen).
	Ceiling	Gypsum board with emulsion paint finish and emulsion paint finish on slab soffit with metal trim seal (living room, dining room and bedroom). Gypsum board with emulsion paint and plastic laminated ceiling panel (bathroom and kitchen).
Internal Floor	Natural stone flooring and metal skirting (living room and dining room). Carpet, engineered timber flooring with natural stone border and/ or metal skirting (bedroom) Natural stone where exposed (bathroom and kitchen).	

內牆及天花板	內牆	天然石，牆紙，人造皮及金屬飾面（客廳及飯廳）。 牆紙，布料，木飾面及金屬飾面(主人睡房)。布料(睡房 1)。布料，人造皮，飾鏡及金屬條(睡房 3) 外露位置鋪砌天然石至假天花（浴室）。 外露位置鋪砌天然石、玻璃飾面及木飾板至假天花（廚房）。
	天花板	石膏板髹乳膠漆及天花底髹乳膠漆配金屬條收口（客廳、飯廳及睡房）。 石膏板髹乳膠漆及塑料層壓天花板（浴室及廚房）。
內部地板	天然石地板及金屬腳線（客廳及飯廳）。 地毯，人造木地板配天然石邊框及/或金屬腳線(睡房)。 外露位置鋪砌天然石（浴室及廚房）。	

Interior Fittings

室內裝置

Door	Entrance external door	Aluminium frame glass door with lock set
	Entrance door	Timber veneered solid core timber door fitted with lock set, concealed door closer and eye viewer
	Living room, dining room, roof and flat roof door	Aluminium frame glass door with lock set
	Bedroom door	Timber veneered solid core timber door fitted with lock set
	Bathroom door	Timber veneered solid core timber door fitted with lock set and/ or wooden louvre with lockset. Metal framed door with laminated feature glass (master bedroom)
	Kitchen door	Metal framed door with laminated feature glass with timber handle.
	Utility Platform	Aluminium frame double-glazed low e-coating glass and sandblasted glass door with lock set

	Lavatory door	Metal framed door with glass panel
Window	Double-glazed low e-coating glass with aluminium frame (living room, dining room, kitchen, bedroom). Double-glazed low e-coating glass & sandblasted glass with aluminium frame (bathroom)	
Bathroom	Timber basin cabinet with natural stone countertop, timer mirror cabinet and sanitary fittings are provided.	
Kitchen	Stainless steel sink with chrome plated hot and cold faucet, kitchen cabinet with melamine faced chipboard carcass, melamine faced door, lacquer finished door, built-in waste bin, cutlery tray and reconstituted stone countertop.	
Other provisions	Living room, dining room and bedroom	VRV Airconditioning
	Kitchen	VRV Airconditioning, refrigerator, single gas burner, double gas burner, telescopic hood, washer / dryer, electric water heater, exhaust fan and video door phone
	Master bathroom, bathroom or lavatory	Exhaust fan, VRV Airconditioning, VRV fresh air processing unit and electric water heater.

門	入口外大門	鋁框玻璃門配門鎖
	入口大門	木皮飾面實心木門配門鎖，暗氣鼓及防盜眼。
	客廳、飯廳、天台及平台門	鋁框玻璃門配門鎖
	睡房門	木皮飾面實心木門配門鎖
	浴室門	木皮飾面實心木門配門鎖或木皮飾面實心木門配木百葉及門鎖 金屬框特色夾層玻璃門 (主人浴室)
	廚房門	金屬框特色夾層玻璃門配木拉手
	工作平台	鋁框雙層中空磨砂玻璃連低反射鍍膜門配門鎖
	洗手間	金屬框玻璃門
窗	鋁質窗框配雙層中空玻璃連低反射鍍膜 (客廳、飯廳、廚房及睡房)。 鋁質窗框配雙層中空磨砂玻璃連低反射鍍膜 (只適用於浴室)	
浴室	木材面盆櫃配天然石台面、木材鏡櫃及裝有衛生潔具。	
廚房	不銹鋼洗滌盆配鍍鉻冷熱水龍頭、廚櫃配三聚氰胺飾面刨花板櫃身，三聚氰胺飾面門板，焗漆飾面門板，內藏式垃圾筒，刀叉盤及人造石台面	
其他設備	客廳、飯廳及睡房	可變冷媒流量冷氣機。
	廚房	可變冷媒流量冷氣機、單頭氣體煮食爐及雙頭氣體煮食爐、抽油煙機、雪櫃、洗衣乾衣機、電熱水爐、抽氣扇、視像對講機。
	主人浴室、浴室或洗手間	可變冷媒流量冷氣機、可變冷媒流量鮮風處理機及電熱水爐。

APPENDIX

附錄

Fittings, Finishes and Appliances (House 15)

裝置、裝修物料及設備 (15 號洋房)

Interior Finishes

室內裝修物料

Internal wall and ceiling	Internal wall	Resin board, natural stone, metal finishes and wallpaper (living room, and dining room). Wallpaper, fabric and wood finishes (master bedroom and bedroom 2). Wallpaper and wood finishes (bedroom 1) Fabric, synthetic leather and wood finishes (bedroom 3). Natural stone where exposed up to the false ceiling (bathroom). Natural stone, glass panel and timber veneer where exposed up to the false ceiling (kitchen).
	Ceiling	Gypsum board with emulsion paint finish and emulsion paint finish on slab soffit with metal trim seal (living room, dining room & bedroom). Gypsum board with emulsion paint and plastic laminated ceiling panel (bathroom and kitchen).
Internal Floor	Natural stone flooring and metal skirting (living room and dining room). Engineered timber flooring with natural stone border and/or metal skirting and/or carpet (bedroom) Natural stone where exposed (bathroom and kitchen).	

內牆及天花板	內牆	樹脂板、天然石、金屬飾面及牆紙（客廳及飯廳）。 牆紙，布料及木飾面(主人睡房及睡房 2)。 牆紙及木飾面(睡房 1) 布料、人造皮及木飾面(睡房 3) 外露位置鋪砌天然石至假天花（浴室）。 外露位置鋪砌天然石、玻璃飾面及木飾板至假天花（廚房）。
	天花板	石膏板髹乳膠漆及天花底髹乳膠漆配金屬條收口（客廳、飯廳、睡房）。 石膏板髹乳膠漆及塑料層壓天花板（浴室及廚房）。
內部地板	天然石地板及金屬腳線（客廳及飯廳）。 人造木地板配天然石邊框及/或金屬腳線及/或地毯(睡房)。 外露位置鋪砌天然石（浴室及廚房）。	

Interior Fittings

室內裝置

Door	Entrance external door	Aluminium frame glass door with lock set
	Entrance door	Timber veneered solid core timber door fitted with lock set, concealed door closer and eye viewer
	Living room, dining room, roof and flat roof door	Aluminium frame glass door with lock set
	Bedroom door	Timber veneered solid core timber door fitted with lock set
	Bathroom door	Timber veneered solid core timber door fitted with lock set and/or with wooden louver with lockset
	Kitchen door	Metal framed door with laminated feature glass with timber handle.

	Utility Platform	Aluminium frame double-glazed low e-coating glass and sandblasted glass door with lock set
	Lavatory door	Metal framed door with glass panel
Window	Double-glazed low e-coating glass with aluminium frame (living room, dining room, kitchen, bedroom). Double-glazed low e-coating glass and sandblasted glass with aluminium frame (bathroom)	
Bathroom	Timber basin cabinet with natural stone countertop, timer mirror cabinet and sanitary fittings are provided.	
Kitchen	Stainless steel sink with chrome plated hot and cold faucet, kitchen cabinet with melamine faced chipboard carcass, melamine faced door, lacquer finished door, built-in waste bin, cutlery tray and reconstituted stone countertop.	
Other provisions	Living room, dining room and bedroom	VRV Airconditioning
	Kitchen	VRV Airconditioning, refrigerator, single gas burner, double gas burner, telescopic hood, washer / dryer, electric water heater, exhaust Fan and video door phone.
	Master bathroom, bathroom, or lavatory	Exhaust fan, VRV Airconditioning, VRV fresh air processing unit and electric water heater.

門	入口外大門	鋁框玻璃門配門鎖
	入口大門	木皮飾面實心木門配門鎖，暗氣鼓及防盜眼。
	客廳、飯廳、天台及平台門	鋁框玻璃門配門鎖
	睡房門	木皮飾面實心木門配門鎖
	浴室門	木皮飾面實心木門配門鎖或木皮飾面實心木門配木百葉及門鎖 金屬框特色夾層玻璃門 (主人浴室)
	廚房門	金屬框特色夾層玻璃門配木拉手
	工作平台	鋁框雙層中空磨砂玻璃連低反射鍍膜門配門鎖
	洗手間	金屬框玻璃門
窗	鋁質窗框配雙層中空玻璃連低反射鍍膜（客廳、飯廳、廚房及睡房）。 鋁質窗框配雙層中空磨砂玻璃連低反射鍍膜(只適用於浴室)	
浴室	木材面盆櫃配天然石台面、木材鏡櫃及裝有衛生潔具。	
廚房	不銹鋼洗滌盆配鍍鉻冷熱水龍頭、廚櫃配三聚氰胺飾面刨花板櫃身，三聚氰胺飾面門板，焗漆飾面門板，內藏式垃圾筒，刀叉盤及人造石台面	
其他設備	客廳、飯廳及睡房	可變冷媒流量冷氣機。
	廚房	可變冷媒流量冷氣機、單頭氣體煮食爐及雙頭氣體煮食爐、抽油煙機、雪櫃、洗衣乾衣機、電熱水爐、抽氣扇、視像對講機。
	主人浴室、浴室或洗手間	可變冷媒流量冷氣機、可變冷媒流量鮮風處理機及電熱水爐。

WARNING TO PURCHASERS - PLEASE READ CAREFULLY

對買方的警告 - 買方請小心閱讀

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我/我們已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

DECLARATION ON INTERMEDIARY 有關介紹人的聲明

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)
HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方 _____

Intermediary 介紹人	(Company Name) (公司名稱) (Name of Estate Agent) (地產代理姓名)		
Estate Agent's I.D. No. 地產代理身份證號碼		Estate Agent's Licence No. 地產代理牌照號碼	

I/We, the Purchaser(s) hereby declare that the above Intermediary has introduced me/us to the Vendor to sign a Preliminary

Agreement for Sale and Purchase for the purchase of the Property.

本人/我們作為買方確認經由以上之介紹人介紹予賣方簽署購買該物業的臨時買賣合約。

I/We and the Intermediary hereby declare the following:-

本人/我們及介紹人現鄭重聲明下列事項：-

1. The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is limited only to introduce me/us to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor, HKRI International Limited (“HKRI”) or any companies within the group of the Vendor or HKRI (“Group Companies”).

賣方只要求介紹人，而介紹人在此亦確認其職份只是於出售該物業一事中只限於介紹本人/我們給賣方，介紹人並非賣方、香港興業國際集團有限公司(“香港興業國際集團”)或任何賣方或香港興業國際集團之集團內的公司(“集團公司”)的代理人。

2. The Intermediary did not make and is not authorized by the Vendor, HKRI or the Group Companies to make any oral or written agreements, promise, undertakings or representations or to take up any responsibility or liability on behalf of the Vendor, HKRI or the Group Companies and the Vendor, HKRI and/or the Group Companies are not and shall not be liable in any way whatsoever to me/us or anyone for any agreements, promise, undertakings or representations made by the Intermediary or for the performance of any of the same on behalf of the Intermediary.

介紹人並無亦沒有獲賣方、香港興業國際集團或集團公司授權代表賣方、香港興業國際集團或集團

公司許下任何口頭或書面的協議、承諾、承擔或陳述或代賣方、香港興業國際集團或集團公司應允任何承擔或責任，及賣方、香港興業國際集團及/或集團公司亦無須就介紹人所作出的任何協議、承諾、承擔或陳述，向本人/我們或其他人士負上任何責任，亦不須代介紹人履行任何協議、承諾、承擔或陳述。

3. The Vendor, HKRI, the Group Companies and their staff did not and will not collect directly or indirectly from me/us or the Intermediary any fees or commission apart from the purchase price of the Property and administrative fees for amending the Agreement for Sale and Purchase in respect of the Property or provision of information or copies of documents (if applicable). If there are any person(s) alleging to be the staff or agent of the Vendor, HKRI or the Group Companies demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Property (if applicable), I/we should report the case to the Independent Commission Against Corruption (I.C.A.C.).

賣方、香港興業國際集團、集團公司及其職員並無亦不會直接或間接向本人/我們或介紹人收取除了該物業售價及修改該物業的正式買賣合約及提供資料或文件副本(如適用)手續費以外之任何費用或佣金。本人/我們如遇任何人士以賣方、香港興業國際集團或集團公司僱員或代理之名義在買賣該物業時(如適用)向本人/我們索取任何金錢或其他利益時，本人/我們應向廉政專員公署(I.C.A.C.)舉報。

4. The Vendor, HKRI and the Group Companies did not and will not authorize the Intermediary to collect any fees or commission from me/us. If the Intermediary does so collect any fees or commission from me/us, I/we will inform the Vendor as soon as possible and in such event, the Vendor, HKRI and the Group Companies will not (and the Intermediary hereby expressly agrees that the Vendor, HKRI and the Group Companies will not) pay any fees or commission to the Intermediary in relation to the sale of the Property.

賣方、香港興業國際集團及集團公司並無授權介紹人向本人/我們收取任何費用及佣金。如介紹人擅自向本人/我們收取任何費用或佣金，本人/我們將盡早通知賣方及在此情況下，賣方、香港興業國際集團及集團公司將不會繳付(而介紹人在此亦同意賣方、香港興業國際集團及集團公司將不會繳付)介紹人有關出售該物業的任何費用或佣金。

5. The Vendor and/or HKRI and/or the Group Companies are not and will not be involved in any disputes between me/us and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase in respect of the Property.

本人/我們與介紹人之任何纏葛，一概與賣方及/或香港興業國際集團及/或集團公司無關。該物業之買賣交易一切依據臨時買賣合約及正式買賣合約的條款及條件進行。

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

如本文件之中英文本有任何出入，一切以英文為準。

Signed by the Purchaser(s) 買方簽署

Signed by the Intermediary 介紹人簽署

Date 日期: _____

Estate Agent's Licence No. 地產代理牌照號碼: _____

Date 日期: _____

Declaration of Relationship with the Vendor 與賣方關係申報

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方 _____

Please tick as appropriate.
請在適當方格填上「√」號。

☐ I/We, the undersigned, hereby confirm and declare that I/we am/are a related party* to the Vendor.

☐ 本人/吾等乃下述簽署者，茲確認及聲明本人/吾等屬於賣方的有關連人士*。

☐ I/We, the undersigned, hereby confirm and declare that I/we am/are not a related party* to the Vendor.

☐ 本人/吾等乃下述簽署者，茲確認及聲明本人/吾等並非賣方的有關連人士*。

*A person is a related party to a vendor if-

如有以下情況，某人即屬賣方的有關連人士-

the person is -

該人是-

(i) a director of that vendor, or a parent, spouse or child of such a director;

該賣方的董事，或該董事的父母、配偶或子女；

(ii) a manager of that vendor;

該賣方的經理；

(iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；

(iv) an associate corporation or holding company of that vendor;

該賣方的有聯繫法團或控股公司；

(v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or

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

(vi) a manager of such an associate corporation or holding company.

上述有聯繫法團或控股公司的經理。

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

本人/吾等謹此聲明上述提供資料正確及完整。

I/We hereby undertake to forthwith notify the Vendor in writing of any change that may occur, on or prior to signing the Formal Agreement for Sale and Purchase, in the information as confirmed and/or declared by me/us above.

本人/吾等茲承諾，如本人/吾等在就該物業簽訂正式買賣合約或之前就上述經本人/吾等確認及/或聲明情況有任何改變，本人/吾等將即時以書面通知賣方。

Purchaser(s) 買家簽署

Date 日期: _____

NOTES 註

1. “Manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622) which, in relation to a company, generally means a person who performs managerial functions in relation to the company under the directors’ immediate authority.

「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義，即就一間公司而言，大概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 section 11 of the Companies Ordinance (Cap 622) which means a company of which its articles (a) restrict a member’s right to transfer shares; and (b) limit the number of members to 50; and (c) prohibit any invitation to the public to subscribe for any shares or debentures of the company, and is not a company limited by guarantee.

「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義，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；及(c)禁止邀請公眾人士認購該公司的任何股份或債權證，而該公司不屬擔保有限公司。

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 (Cap.622), 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 rights in the first-mentioned company; or
 - (iii) holds more than half of the issued share capital of the first-mentioned company; 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)賣方的控權公司的附屬公司。「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》(第 622 章)，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的已發行股本；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.

「控權公司」指(就賣方而言)一家公司而賣方為該公司的附屬公司。

Agreement on Use of Personal Data for Direct Marketing**同意個人資料作直接促銷的確認函**

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____	_____
買方 _____	_____
_____	_____
_____	_____

Dear Sir / Madam 親愛的買家:

Thank you for your support to our residential development. At Hong Kong Resort Company Limited (“HKR”), we are committed to providing the best services and products to meet your requirements. Pursuant to the Personal Data (Privacy) Ordinance, Cap.486 of the laws of Hong Kong, HKR is committed to protecting your privacy and personal data.

感謝閣下對我們的住宅項目的支持。香港興業有限公司（下稱「香港興業」）致力提供最優質的服務及產品以迎合閣下的需求。依照香港法例第486章個人資料（私隱）條例，香港興業有限公司將致力保障閣下的私隱及個人資料。

To offer our services to you, we intend to use your name, telephone number(s), email address(es), and/or postal address(es) (collectively “personal data”) collected during the signing of the Preliminary Agreement for Sale and Purchase of the Property in direct marketing and/or joint promotion with our holding companies, subsidiaries, associated companies, affiliates or business partners (collectively “specified third parties”) and provide your personal data to the specified third parties for direct marketing in relation to the following classes of products and services: real estate developments, furniture, mortgage plans, credit cards, financial and investment service, food and beverage, health and wellness, spa and body care, entertainment, media and public relations, as well as for conducting customer and service surveys.

為向閣下提供服務，我們擬使用我們於閣下簽署該物業的臨時買賣合約時所收集的閣下姓名、電話號碼、電郵及/或住址（統稱「個人資料」），供我們及/或連同我們的控股公司、附屬公司、聯營公司、相關聯公司或業務夥伴（統稱「指明第三者」）以作直接促銷及聯合推廣，及提供閣下的個人資料予指明第三者作直接促銷，此等促銷或推廣內容與以下產品及服務的類別有關：房地產、傢俱、按揭計劃、信用卡、金融和投資服務、餐飲、衛生和保健、水療及身體護理、娛樂、媒體、公共關係，及進行客戶及服務調查。

Your personal data are kept strictly confidential. HKR may not so use or provide your personal data unless we have received your written consent to the intended use and provision. Your personal data will not be sold, rented or transferred to any third parties or organizations (other than the specified third parties) for marketing purposes without your written consent.

閣下的個人資料將會高度保密。如無閣下書面同意，香港興業不得如上述使用或提供閣下的個人資料。如無閣下書面同意，閣下的個人資料並不會被轉售、出租或轉讓予任何其他第三方或其他機構（指明第三者除外）作市場推廣目的。

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

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

- ☐ I object to the proposed use and provision of my personal data in direct marketing.
☐ 本人反對使用及提供個人資料於擬作出的直接促銷。

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

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

By Mail:

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

以郵寄通知:

香港荃灣青山公路388號中染大廈28樓
香港興業有限公司
資料保護辦公室 (銷售及市務部)

By Email:

Please send to dpo@hkri.com.

以電郵通知:

請電郵至dpo@hkri.com

You will be removed from our mailing list within seven days upon our receipt of your written request. 我們收到閣下的書面要求後，閣下將會在7天內從我們的郵寄名單內刪除。

Purchaser(s) 買家簽署

Date日期: _____

AUTHORIZATION LETTER AUTHORIZING ESTATE AGENT
TO COLLECT DOCUMENTS
授權地產代理領取文件之授權書

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____號洋房 (“Property” “該物業”)

Dear Sir/Madam 敬啟者：

I/ We, 本人/我們 _____ (HKID No. 香港身份證號碼 / Passport No. 護照號碼 /

Business Registration No. 商業登記證號碼 : _____), hereby authorize 現授權

_____ (holder of Hong Kong Identity Card No. 香港身份證號碼

_____) to collect the Preliminary Agreement for Sale and Purchase and side letters and all other related documents including cashier order(s) and/or cheque(s) in respect of the sale and purchase of the Property on my/our behalf/ behalves

代本人/我們領取有關購買該物業的臨時買賣合約及其他附件以及所有其他相關文件(包括銀行本票及/或支票).

Business Card (if applicable)
名片(如適用)

Signature(s) of tenderer (s) 投標者簽署 : _____

Name(s) of tenderer (s) 投標者姓名 : _____

Date 日期 : _____

LETTER REGARDING MORTGAGE LOAN

關於按揭貸款的信件

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____
買方 _____

I/We, the undersigned, hereby acknowledge and confirm that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property made between the Vendor and me/us on the date hereof:-
本人/我們，即下述簽署人，謹此承認並確認在與賣方於本日期簽署本物業之臨時買賣合約之前:-

1. I/We have been provided with documents containing specific terms and conditions of each of the following Financing Plans (as annexed in this letter)(“Financing Plan Documents”):-
本人/我們已收到載有適用於以下財務計劃之指定條款及條件的資料文件 (如本信件所夾附) (“財務計劃文件”):-
 - (i) the First Mortgage Loan;
第一按揭貸款;
 - (ii) the Second Mortgage Loan;
第二按揭貸款;
 - (iii) the 2-Year Flexible Installment Free & Interest Free First Mortgage Loan;
兩年免息免供靈活第一按揭貸款;
2. I/We have been reminded by the Vendor that I/we shall directly enquire with Vendor or Vendor’s designated financing company concerned (as the case may be) if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.
本人/我們已收到賣方提醒，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向賣方或其指定財務公司 (視屬何種情況而定) 查詢有關詳情。
3. I/We have been provided with a copy of “Reminder to Prospective Purchasers” annexed hereto.
本人/我們已收到賣方提供一份隨本信件夾附的“給準買家的提醒”副本。
4. I/We have been given sufficient time to read the Financing Plan Documents and “Reminder to Prospective Purchasers” and fully understand the contents thereof.
本人/我們已有足夠時間閱讀財務計劃文件和“給準買家的提醒”並完全明白其中內容。

(Please indicate your decision on whether you will apply for mortgages with Vendor's designated financing company by ticking **ONE** of the boxes below. You may choose any one of the First Mortgage Loan, the Second Mortgage Loan or the 2-Year Flexible Installment Free & Interest Free First Mortgage Loan.

請在其中一個方格剔上剔號表示你/你們會否向賣方指定的財務機構申請按揭的決定。你/你們只可選擇第一按揭貸款、第二按揭貸款或兩年免息免供靈活第一按揭貸款的其中之一。)

- ☐ I/We have decided to apply for the First Mortgage Loan with Vendor's designated financing company and accept the terms and conditions set out in this Letter.

本人/我們決定向賣方指定的財務機構申請第一按揭貸款及接受本信件所載的條款。

- ☐ I/We have decided to apply for the Second Mortgage Loan with Vendor's designated financing company and accept the terms and conditions set out in this Letter.

本人/我們決定向賣方指定的財務機構申請第二按揭貸款及接受本信件所載的條款。

- ☐ I/We have decided to apply for the 2-Year Flexible Installment Free & Interest Free First Mortgage Loan with Vendor's designated financing company and accept the terms and conditions set out in this Letter.

本人/我們決定向賣方指定的財務機構申請兩年免息免供靈活第一按揭貸款及接受本信件所載的條款。

- ☐ I/We have decided **not** to apply for the First Mortgage Loan and/ or Second Mortgage Loan and/ or the 2-Year Flexible Installment Free & Interest Free First Mortgage Loan with Vendor's designated financing company. I/We understand and agree that once this decision is made, the offer/ availability of mortgage loan (subject to approval) by Vendor's designated financing company to me/us as Purchaser(s) is deemed withdrawn.

本人/我們決定不會向賣方指定的財務機構申請第一按揭貸款及/或第二按揭貸款及/或兩年免息免供靈活第一按揭貸款。本人/我們明白及同意此項一經選取，賣方指定的財務機構向本人／我們作買方所提供(須經批核)之按揭貸款將當作撤回。

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

(就有關第一按揭貸款之條款及條件以及/或申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證)

The purchaser (being the successful tenderer) can apply for the First Mortgage Loan from the Vendor's designated financing company and on the following key terms:-

買方(即中標人)可向賣方指定的財務機構申請第一按揭貸款，主要條款如下：

1. The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以該物業之第一法定按揭作抵押。
2. The maximum tenor of the First Mortgage Loan shall be 20 years.
第一按揭貸款年期最長為 20 年。
3. The proposed interest rate of the First Mortgage Loan for the first 24 months shall be Hong Kong Dollar Best Lending Rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (P) minus 2.5% p.a. (P-2.5%), and thereafter at (P), subject to fluctuation. The final interest rate will be determined by Vendor's designated financing company from time to time at its absolute discretion.
第一按揭貸款擬定的利率首 24 個月以香港上海匯豐銀行有限公司之不時報價的港元最優惠利率(P)減 2.5% p.a.(P-2.5%) 計算，其後之利率按 P 計算，利率浮動。最終利率不時由賣方指定的財務機構以絕對酌情權決定。
4. If the Purchaser is a corporation, at least one of its director(s) and/or shareholder(s) satisfactory to Vendor's designated financing company must provide a personal guarantee (in such form as prescribed by Vendor's designated financing company) to Vendor's designated financing company to guarantee the performance by the Purchaser of all its obligations under the First Mortgage Loan.
如買方是一間公司，該公司的最少一名(令賣方指定的財務機構滿意的)董事及/或股東必須向賣方指定的財務機構提供個人擔保書(按賣方指定的財務機構指定格式)以擔保買方於第一按揭貸款下的所有責任。
5. The maximum of the First Mortgage Loan amount shall not exceed 85% of the net Purchase Price after deduction of all the relevant discounts, rebates and/or other benefits (if any) available to the Purchaser.
第一按揭貸款最高貸款金額不超越扣減所有相關的折扣、回贈及/或其他優惠(如有)後之淨樓價之 85%。
6. The Purchaser shall make a written application to Vendor's designated financing company for a First Mortgage Loan not less than 35 days before the date of settlement of the balance of the Purchase Price.
買方必須於付清樓價餘額之日起計最少 35 日前以書面向賣方指定的財務機構申請第一按揭貸款。
7. The first mortgage and other related loan documents must be processed through the solicitor firm designated by Vendor's designated financing company. All legal fees and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the Purchaser.
第一按揭及其他有關的貸款文件必須經由賣方指定的財務機構指定的律師樓辦理，買方須支付律師費及一切有關費用。
8. This loan is subject to other terms and conditions prescribed by Vendor's designated financing company.
此貸款受賣方指定的財務機構所制定的其他條款及細則約束。

9. Upon the application of the First Mortgage Loan, if the Purchaser is natural person(s), no application fee is payable by the Purchaser to Vendor's designated financing company ; if the Purchaser is a company or corporation, a non-refundable handling fee of HK\$20,000 shall be payable by the Purchaser to Vendor's designated financing company, irrespective of whether or not the application is approved or whether or not the First Mortgage Loan is eventually accepted or utilised by the Purchaser.

如買方為個人，買方無須申請時就貸款申請向賣方指定的財務機構繳交手續費；如買方為有限公司，買方須於申請時就申請第一按揭貸款向賣方指定的財務機構繳交港幣 20,000 元手續費，不論申請獲批核與否，或買方最終有否接納或使用第一按揭貸款，該手續費不會獲得退還。

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

買方獲建議於決定申請第一按揭貸款前，向賣方指定的財務機構查詢有關批核條件、貸款手續、條款及條件詳情，以及申請第一按揭貸款的所需文件。第一按揭貸款之條款及條件及批核與否以賣方指定的財務機構之最終決定為準，此決定與賣方無關，及賣方於任何情況下均毋須為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及繳付樓價全數。

B. TERMS AND CONDITIONS APPLICABLE TO THE SECOND MORTGAGE LOAN (“the Second Mortgage Loan”) 適用於第二按揭貸款之條款及條件

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

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

The purchaser (being the successful tenderer) can apply for the Second Mortgage Loan from the Vendor's designated financing company and on the following key terms:-

買方(即中標人)可向賣方指定的財務機構申請第二按揭貸款，主要條款如下：

1. The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
第二按揭貸款以該物業之第二法定按揭作抵押。
2. The maximum tenor of the Second Mortgage Loan shall be 20 years or the same tenor of the first mortgage loan (offered by the first mortgagee), whichever is shorter.
第二按揭貸款年期最長為 20 年，或相等於第一按揭貸款(由第一承按人提供)之年期，以較短者為準。
3. The proposed interest rate of the Second Mortgage Loan for the first 24 months shall be Hong Kong Dollar Best Lending Rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (P) minus 2.25% p.a. (P-2.25%), and thereafter at (P), subject to fluctuation. The final interest rate will be determined by Vendor's designated financing company from time to time at its absolute discretion.
第二按揭貸款擬定的利率首 24 個月以香港上海匯豐銀行有限公司之不時報價的港元最優惠利率(P)減 2.25% p.a. (P-2.25%)計算，其後之利率按 P 計算，利率浮動。
最終利率不時由賣方指定的財務機構以絕對酌情權決定。
4. If the Purchaser is a corporation, at least one of its director(s) and/or shareholder(s) satisfactory to Vendor's designated financing company must provide a personal guarantee (in such form as prescribed by Vendor's designated financing company) to Vendor's designated financing company to guarantee the performance by the Purchaser of all its obligations under the Second Mortgage Loan.
如買方是一間公司，該公司的最少一名(令賣方指定的財務機構滿意的)董事及/或股東必須向賣方指定的財務機構提供個人擔保書(按賣方指定的財務機構指定格式)以擔保買方於第二按揭貸款下的所有責任。
5. The maximum of the Second Mortgage Loan amount shall not exceed 30% of the net Purchase Price after deduction of all relevant discount, rebates and/or other benefits (if any) available to the Purchaser but the total amount of the first mortgage loan (offered by the first mortgagee) and the Second Mortgage Loan together shall not exceed 80% of the net Purchase Price.
第二按揭貸款最高貸款金額不超越扣減所有相關的折扣、回贈及/或其他優惠(如有)後之淨樓價之 30%，惟第一按揭貸款(由第一承按人提供)及第二按揭貸款總金額不可超過淨樓價的 80%。
6. The Purchaser shall make a written application to Vendor's designated financing company for a Second Mortgage Loan not less than 35 days before the date of settlement of the balance of the Purchase Price.
買方必須於付清樓價餘額之日起計最少 35 日前以書面向賣方指定的財務機構申請第二按揭貸款。
7. The second mortgage and other related loan documents must be processed through the solicitor firm designated by Vendor's designated financing company. All legal fees and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the Purchaser.

第二按揭及其他有關的貸款文件必須經由賣方指定的財務機構指定的律師樓辦理，買方須支付律師費及一切有關費用。

8. The Purchaser shall obtain prior written consent from the first mortgagee to apply for a Second Mortgage Loan.

買方須先得到第一承按人書面同意辦理第二按揭貸款。

9. First mortgage loan (offered by the first mortgagee) and the Second Mortgage Loan shall be processed by the relevant mortgagees independently.

第一按揭貸款(由第一承按人提供)及第二按揭貸款申請須由有關承按機構獨立審批。

10. This loan is subject to other terms and conditions prescribed by Vendor's designated financing company.

此貸款受賣方指定的財務機構所制定的其他條款及細則約束。

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

如買方為個人，買方無須於申請時就申請第二按揭貸款向賣方指定的財務機構繳交手續費；如買方為有限公司，買方須於申請時就申請第二按揭貸款向賣方指定的財務機構繳交港幣 20,000 元手續費，不論申請獲批核與否，或買方最終有否接納或使用第二按揭貸款，該手續費不會獲得退還。

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

買方獲建議於決定申請第二按揭貸款前，向賣方指定的財務機構查詢有關批核條件、貸款手續、條款及條件詳情，以及申請第二按揭貸款的所需文件。第二按揭貸款之條款及條件及批核與否以賣方指定的財務機構之最終決定為準，此決定與賣方無關，及賣方於任何情況下均毋須為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及繳付樓價全數。

C. TERMS AND CONDITIONS APPLICABLE TO THE 2-YEAR FLEXIBLE INSTALLMENT FREE & INTEREST FREE FIRST MORTGAGE LOAN (the “Flexible First Mortgage Loan”)
適用於兩年免息免供靈活第一按揭貸款(「靈活第一按揭貸款」)之條款及條件

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

(就有關靈活第一按揭貸款之條款及條件以及/或申請獲批核與否，賣方不作出亦不被視為已作出任何不論明示或隱含之陳述、承諾或保證)

The Purchaser (being the successful tenderer) can apply for the Flexible First Mortgage Loan from the Vendor's designated financing company and on the following key terms:-

買方(即中標人)可向賣方指定的財務機構申請靈活第一按揭貸款，主要條款如下：

1. The Flexible First Mortgage Loan shall be secured by a first legal mortgage over the Property.
靈活第一按揭貸款以該物業之第一法定按揭作抵押。
2. The maximum tenor of the Flexible First Mortgage Loan shall be 730 days.
靈活第一按揭貸款年期最長為 730 日。
3. The proposed interest rate of the Flexible First Mortgage Loan shall be Hong Kong Dollar Best Lending Rate from time to time quoted by The Hongkong and Shanghai Banking Corporation Limited (P), subject to fluctuation. The final/actual interest rate will be determined by Vendor's designated financing company from time to time at its absolute discretion. Interest is payable in one lump sum on the Maturity Date. “Maturity Date” means the 730th day after the loan drawdown date (that is, the date of settlement of the balance of the Purchase Price), subject to the tenor of the loan.
靈活第一按揭貸款擬定的利率以香港上海匯豐銀行有限公司之不時報價的港元最優惠利率(P)計算，利率浮動。最終或實際利率不時由賣方指定的財務機構以絕對酌情權決定。利息須於到期日一次整筆付清。「到期日」指提取貸款日期(即付清樓價餘額日期)起第 730 日(受制於貸款的年期)。
4. If the Purchaser shall duly repay the loan in full on or before the Maturity Date, interest on the loan will be waived.
如買方在到期日或之前準時全數還清貸款，將獲豁免利息。
5. If the Purchaser is a corporation, at least one of its director(s) and/or shareholder(s) satisfactory to Vendor's designated financing company must provide a personal guarantee (in such form as prescribed by Vendor's designated financing company) to Vendor's designated financing company to guarantee the performance by the Purchaser of all its obligations under the Flexible First Mortgage Loan.
如買方是一間公司，該公司的最少一名(令賣方指定的財務機構滿意的)董事及/或股東必須向賣方指定的財務機構提供個人擔保書(按賣方指定的財務機構指定格式)以擔保買方於靈活第一按揭貸款下的所有責任。
6. The maximum of the Flexible First Mortgage Loan amount shall not exceed 85% of the net Purchase Price after deduction of all the relevant discounts, rebates and/or other benefits (if any) available to the Purchaser.
靈活第一按揭貸款最高貸款金額不超越扣減所有相關的折扣、回贈及/或其他優惠(如有)後之淨樓價之 85%。
7. The Purchaser shall make a written application to Vendor's designated financing company for a Flexible First Mortgage Loan not less than 35 days before the date of settlement of the balance of the Purchase Price.

買方必須於付清樓價餘額之日起計最少 35 日前以書面向賣方指定的財務機構申請靈活第一按揭貸款。

8. The first mortgage and other related loan documents must be processed through the solicitors firm designated by Vendor's designated financing company. All legal fees and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the Purchaser.

第一按揭及其他有關的貸款文件必須經由賣方指定的財務機構指定的律師樓辦理，買方須支付律師費及一切有關費用。

9. The Flexible First Mortgage Loan is subject to other terms and conditions prescribed by Vendor's designated financing company.

靈活第一按揭貸款受賣方指定的財務機構所制定的其他條款及細則約束。

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

如買方為個人，買方無須申請時就靈活第一按揭貸款申請向賣方指定的財務機構繳交手續費；如買方為有限公司，買方須於申請時就申請靈活第一按揭貸款向賣方指定的財務機構繳交港幣 20,000 元手續費，不論申請獲批核與否，或買方最終有否接納或使用靈活第一按揭貸款，該手續費不會獲得退還。

11. The Purchaser is advised to enquire with Vendor's designated financing company about the approval conditions, the application procedure, the details of the terms and conditions and documents required for processing the Flexible First Mortgage Loan application before deciding whether to apply for the Flexible First Mortgage Loan. The terms and conditions and the approval or disapproval of applications for the Flexible First Mortgage Loan are subject to the final decision of Vendor's designated financing company. Such decision is independent from the Vendor and the Vendor shall under no circumstances be responsible therefor. Irrespective of whether any loan is granted or not, the Purchaser shall complete the sale and purchase in accordance with the agreement of sale and purchase and pay the full Purchase Price.

買方獲建議於決定申請靈活第一按揭貸款前，向賣方指定的財務機構查詢有關批核條件、貸款手續、條款及條件詳情，以及申請靈活第一按揭貸款的所需文件。靈活第一按揭貸款之條款及條件及批核與否以賣方指定的財務機構之最終決定為準，此決定與賣方無關，及賣方於任何情況下均毋須為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及繳付樓價全數。

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

本信件之中文譯本僅供參考之用，如有差異，仍以英文本為準。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

Reminder to Prospective Purchasers

給準買家的提醒

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), BEFORE entering into a preliminary agreement for sale and purchase (PASP), you should:

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

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s);
細閱有關價單和其他相關文件內列出的財務計劃資料（包括條款及條件等）；
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute;
不要輕信地產代理等第三方的口頭承諾，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來，並經有關公司加簽，以避免爭議；
- (c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available;
直接向賣方或其指定財務公司（視屬何種情況而定）查詢有關財務計劃的條款及條件（包括任何提早還款的罰款）、批核條件和申請手續（包括有關財務計劃是否只在特定時限內提供）等詳情；
- (d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
在賣方或其指定財務公司（視屬何種情況而定）以書面形式確認根據財務計劃可取得的貸款額及相關條款前，切勿貿然簽訂臨時買賣合約。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及
- (e) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：
 - Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；
 - Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得貸款的能力；

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。
- Affordability and repayment ability - after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
負擔能力與還款能力 — 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及
- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?
就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

LETTER REGARDING “EARLY SETTLEMENT CASH REBATE”

關於「提前付清樓價現金回贈」的信件

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____
買方 _____

(Only applicable if Purchaser(s) have selected Payment Method (B) (i.e., “240-Day Cash Payment Plan”) under the Preliminary Agreement for Sale and Purchase
只適用於在臨時買賣合約下選擇支付方式(B)「240 天現金付款計劃」之買方)

To 致: The Purchaser(s) 買方

1. We, Hong Kong Resort Company Limited, refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) on the date hereof.
本公司香港興業有限公司現就閣下根據本日期的臨時買賣合約(以下稱「**臨時合約**」)購買上述物業(以下稱「**該物業**」)一事致函閣下。
2. The purpose of this Letter is to confirm that upon you having selected the Payment Method (B) (i.e., “240-Day Cash Payment Plan”) under the Preliminary Agreement and where you shall settle the full amount of the whole of the purchase price (as stated in the Preliminary Agreement) (“**Purchase Price**”) of the Property earlier than the due date of payment of the balance of the Purchase Price specified in the formal agreement for sale and purchase of the Property (the “**Agreement**”) (provided that the date of such full settlement must be within the period(s) specified in the table below), subject to and in accordance with the terms and conditions of this Letter, the Vendor is prepared to provide you with a cash rebate according to the table below (the “**Early Settlement Cash Rebate**”). The date of settlement of the Purchase Price in full shall be the date on which the Purchase Price is actually received by the Vendor’s solicitors in full. If the last day of the specified period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.
本信件之目的是為了確認倘若閣下選擇臨時合約的支付方式 (B)「240 天現金付款計劃」及閣下提前於就該物業簽署的正式買賣合約(以下稱「**正式合約**」)訂明的付清樓價餘款限期日之前付清該物業樓價全數(即臨時合約所述之樓價)(「**樓價**」)(唯付清樓價全數日期須屬以下列表指明的期間內), 受制於本信件所列的條款與細則, 賣方會準備根據以下列表向閣下提供提前付清樓價現金回贈(以下稱「**提前付清樓價現金回贈**」)。付清樓價全數日期以賣方代表律師實際收到全數

樓價款項日期為準。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日定為下一個工作日。

Early Settlement Cash Rebate Table
提前付清樓價現金回贈列表

Date of settlement of the full amount of the whole of the Purchase Price 付清樓價全數日期	Amount of Early Settlement Cash Rebate 提前付清樓價現金回贈金額
Within 60 days after the date of the Preliminary Agreement 臨時合約日期後的 60 日內	2.3% of the Purchase Price 樓價 2.3%
Within 180 days after the date of the Preliminary Agreement 臨時合約日期後的 180 日內	0.8% of the Purchase Price 樓價 0.8%

3. You shall fulfil and comply with the following terms and conditions:-

閣下須履行及遵守下列各項條款及條件：-

(a) You shall execute a legally binding Agreement (in the form prescribed by the Vendor without amendment) in accordance with the terms and conditions of the Preliminary Agreement;
閣下須按照「臨時合約」的條款及條件，就該物業簽署一份有法律約束力的正式合約(按賣方規定的格式及不得作出修改)；

(b) You shall make payment of the further deposit and part payment of Purchase Price, if applicable, within the time specified in the Agreement and you shall have settled the full amount of the whole of the Purchase Price within the period(s) specified in the table under paragraph 2; and
閣下須於「正式合約」規定的限期內(如適用)支付加付訂金及再期樓款，以及提前在第二段之列表指明的期間內付清樓價全數；及

(c) You shall not breach the terms and conditions of the Preliminary Agreement and/or the Agreement.
閣下不得違反「臨時合約」及/或「買賣合約」的條款及條件。

4. Subject to and conditional upon your fulfilment of all the terms and conditions as set out in this Letter, you shall send a duly completed notice (in the form attached to this Letter) to the Vendor at least 30 days before the date of early settlement of the full amount of the whole of the Purchase Price of the Property in order to apply for the Early Settlement Cash Rebate. Late submission of the notice to apply for the Early Settlement Cash Rebate will not be entertained and, in such event, you will not be entitled to the Early Settlement Cash Rebate or any part(s) thereof. After the Vendor has received the application and duly verified the information stated therein to be correct, the Vendor will pay the Early Settlement Cash Rebate to you by issuing a cheque drawn in your favour within 45 working days after the date of full settlement of the Purchaser Price, whereupon the Vendor's obligation in relation to the payment of the Early Settlement Cash Rebate under this Letter shall be absolutely discharged.

在閣下符合本信件所有條款及條件的前提下，閣下須於提前付清該物業樓價全數日前最少 30 日，向賣方發出一份填妥的通知書(按本信件夾附的格式)，以申請「提前付清樓價現金回贈」。過期發出申請「提前付清樓價現金回贈」的通知一概不予受理，屆時閣下將喪失申索「提前付清樓價現金回贈」或其任何部分的資格。賣方會於收到申請並確認於其有關資料無誤後將於付清樓價全數之日起計 45 個工作日內發出抬頭為閣下的支票，以向閣下支付「提前付清樓價現金回贈」，屆時，賣方於本信件中有關「提前付清樓價現金回贈」的責任將完全解除。

5. Time shall be of the essence in respect of all matters set out in this Letter.

在本信件中所有事項的時間規定須嚴格遵守。

6. In the event that you fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement or fail to complete the sale and purchase of the Property, you shall not be entitled to the Early Settlement Cash Rebate, which shall be deemed automatically withdrawn. The Vendor shall be entitled to ask for a refund of the Early Settlement Cash Rebate (if paid) forthwith without prejudice to the Vendor's other rights and claims under the Preliminary Agreement, the Agreement or other applicable laws.

假如閣下未能遵守、履行或符合本信件、臨時合約及正式合約任何條款或條件或未能完成該物業的買賣，

閣下將喪失「提前付清樓價現金回贈」的資格，閣下之「提前付清樓價現金回贈」將被當作自動撤銷。賣方有權即時要求退還「提前付清樓價現金回贈」（如已支付），且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

7. The benefit in this Letter is personal to you and is only available to you as the Purchaser(s) of the Property only. In any event, you shall only be entitled to receive the Early Settlement Cash Rebate once for the Property.

本信件的利益屬於閣下個人所有，並且僅向作為該物業買方的閣下提供。在任何情況下，閣下只可就該物業收取「提前付清樓價現金回贈」一次。

8. The rights or benefits conferred on you under this Letter are non-assignable and non-transferable, and can only be exercised and enjoyed by you personally. In any event the Vendor shall not be liable to your sub-purchaser(s), nominee(s), assignee(s) or any other person.

本信件賦予閣下的權利或利益不得轉讓或轉移，及只能由閣下本人行使及享用。賣方在任何情況下均不須向閣下之轉購人、被提名人、承讓人或任何其他人士負責。

9. You may have to notify the bank(s) of this Early Settlement Cash Rebate proposal in your mortgage application process (if any). The bank(s) may take into account the Early Settlement Cash Rebate in determining the mortgage loan amount. For details, please make enquiry with the banks(s).

閣下在按揭申請中可能須通知銀行有關「提前付清樓價現金回贈」的安排。銀行決定提供按揭貸款額時可能會考慮「提前付清樓價現金回贈」。請向銀行查詢有關詳情。

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

本信件為一獨立於臨時合約及正式合約之協議，其任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補償均不受本信件影響。本信件構成其所載之各方之間訂立的協議，且獨立於閣下購買該物業、臨時合約及正式合約，本信件的任何內容或任何一方如未能遵守或履行其於本信件下之任何責任，臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約之下各方的權利、義務或責任均不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。本信件不排除或豁免閣下在未能完成該物業買賣時須負之責任。閣下所有按或就本信件對賣方提出

的或與本信件有關連的申索，只限於為了取得損害賠償的申索。

11. The parties to this Letter do not intend any term of this Letter to be enforceable by any non-party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this Letter shall be excluded from the application of the CRTPO.

買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

12. "Working day" has the meaning given by section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

“工作日”具有《一手住宅物業銷售條例》(第 621 章)第 2(1)條給予該詞的涵義。

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

如有爭議，賣方有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

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

如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
HONG KONG RESORT COMPANY LIMITED
謹代表 香港興業有限公司

Authorized Signature(s)
授權人士簽署

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

經妥當及謹慎考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

Date 日期 : _____

EARLY SETTLEMENT CASH REBATE NOTICE

關於「提前付清樓價現金回贈」通知書

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方

1. This notice is issued pursuant to your Letter Regarding Early Settlement Cash Rebate dated _____ (the “**Letter**”). All words and expressions defined in the Letter shall have the same meaning when used in this notice.

本通知書是根據貴方日期為_____的「關於提前付清樓價現金回贈的信件」(以下稱「該信件」)發出的。該信件中所定義的詞和表述在本通知書中具有相同意義。

2. I/We hereby confirm and declare that I/we shall settle the full amount of the whole of the Purchase Price of the Property earlier than the due date of payment of the balance of the Purchase Price specified in the Agreement and within **60 / 180 # days** after the date of the Preliminary Agreement, and hereby apply to the Vendor for the Early Settlement Cash Rebate.

本人/吾等謹此聲明，本人/吾等將提前於正式合約訂明的付清樓價餘款限期日之前且在臨時合約日期後的 **60 / 180#** 日內付清該物業樓價全數，現向賣方申請「提前付清樓價現金回贈」。

Please delete the inappropriate

請刪除不適用者

3. My/Our contact details are as follows (please provide contact details of at least one of the Purchaser(s)):-
本人/吾等之聯絡詳情如下(請提供至少一位買方的聯絡資料)：

Name 姓名			
Telephone 電話		Email 電郵	

Signed by the Purchaser(s) 買方簽署

Date 日期 : _____

Note: Please use Block Letters. All fields in this notice must be completed. This notice must be signed by ALL the Purchaser(s) if there is more than one Purchaser. If the Purchaser(s) is a corporation, this notice must be signed by its authorized signatory(s) with company chop.

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

Side Letter regarding Furnished Unit
有關設有家具的單位之附函

Vendor: Hong Kong Resort Company Limited
 賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
 期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
 香港身份證/護照/商業登記證號碼

The Purchaser(s)_____	_____
買方 _____	_____
_____	_____
_____	_____
_____	_____

I/We, the undersigned, refer to the Preliminary Agreement for Sale and Purchase of the Property on the date hereof and the subsequent Agreement for Sale and Purchase to be entered into pursuant thereto (collectively “the Agreement”).

有關該物業於本日期簽訂的臨時買賣合約和其後按其簽訂的正式買賣合約(統稱“買賣合約”)。

The Vendor and the Purchaser hereby agree as follows:-
 賣方及買方現同意下述條款：

1. Chattels
實產

A. The furniture, fittings, and other chattels (collectively, “**Chattels**”) now installed at or placed within the Property as per Schedule 1 attached hereto (for identification purpose) will be handed over by the Vendor to the Purchaser on the completion of the sale and purchase of the Property under the Agreement (“**Completion**”) in an “as is” condition, meaning, the condition the Chattels are or will be as at the date of Completion, and the Purchaser agrees to accept all of the same as aforesaid.

現裝設於或放置於該物業內的家具、裝置和其他實產(統稱“該等實產”)(如附帶於此函的附表一列,以資識別)將於按買賣合約完成該物業之買賣時(“成交”)以「現狀」由賣方交予買方,「現狀」指該等實產於成交日當天之狀況。買方同意依前述接受一切。

B. No consideration will be payable by the Purchaser for such Chattels.
 買方不須就該等實產支付任何代價。

C. No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the Chattels or any of them. In particular, no warranty or representation whatsoever is given as to the physical condition and state, market value, quality or the fitness of any of the Chattels or as to whether any of the Chattels are or will be in working condition. The Purchaser agrees not to raise any objection or requisition to any of the aforesaid.

賣方或任何代表賣方人士不會就該等實產或其任何部份作出任何保證或陳述，尤其不會該等實產之實際狀況、市值、品質或適用性或任何該等實產是否有良好的效能作出任何保證或陳述。買方同意不會就任何前述事宜提出任何異議或質詢。

- D. Notwithstanding Clause 1.A. above, the Vendor shall have the right (but not the obligation) (whether before or after completion) to substitute and/or adjust the Chattels, or any of them, with finishes, fittings, partitions, furniture, decorative features, appliances or chattels of similar or comparable quality, quantity, ambience, design, style, size, finishes and/or colour without further notice to the Purchaser, and the Purchaser agrees not to raise any objection or requisition to any of the aforesaid.

儘管以上條款 1.A.所述，賣方有權（但不是責任）（無論是在成交前或是成交後）以類似或相若質素、數量、氛圍、設計、款式、尺寸及/或顏色之飾面、裝置、間隔、傢俬、裝飾特色、電器及實產代替及/或調整該等實產或其任何部份，而不須向買方作出通知。買方同意不會就任何前述事宜提出任何異議或質詢。

- E. Any failure on the Vendor's part (due to any reason whatsoever) to deliver or provide the Chattels, or any part thereof, to the Purchaser on Completion in accordance with the terms and conditions of this Letter shall not entitle the Purchaser to terminate or rescind the Agreement, nor shall entitle the Purchaser to delay completion or to seek any reduction of the purchase price of the Property payable under the Agreement. The Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Agreement and to complete the purchase of the Property in accordance with the terms and condition contained therein. After Completion, the Vendor shall provide to the Purchaser the Chattels, or any part thereof, not delivered or provided to the Purchaser on Completion as soon as practicable.

如賣方未能於成交時按此函的條款和條件將該等實產或其中任何部分交予買方(不論基於任何原因)，買方亦不得以此為理由終止或撤銷買賣合約，亦不得以此為理由索求延遲成交或減少其於買賣合約下應付的該物業的樓價。買方仍有責任遵守買賣合約所有條款和條件及按買賣合約條款和條件完成買賣該物業。成交後，賣方應在切實可行的情況內盡快向買方提供未於成交時交予買方的該等實產或其中任何部分。

- F. Should the sale of the Property be annulled, cancelled or rescinded pursuant to any provisions of the Agreement or at law, the Vendor shall not be obliged to deliver or hand over to the Purchaser any of the Chattels.

若該物業之買賣根據買賣合約內任何條款或法律上被廢除、取消或撤銷，賣方均沒有責任將任何該等實產交付或交予買方。

- G. The Vendor warrants that:

- (a) None of the Chattels is subject to any hire-purchase, lien or credit sale agreement; and
- (b) The Chattels are free from encumbrances of all description.

賣方保證:

- (a) 所有該等實產均不受制於任何租購、留置權或賒售協議；和
- (b) 所有該等實產不附有任何產權負擔。

2. Furnished Unit

設有家具的單位

The Purchaser acknowledges that the Property is a furnished unit which is now open, and will continue to be open, to the prospective purchasers of other units of the Phase for inspection, unless and until completion of the sale and purchase of the Property pursuant to the Agreement. The Purchaser shall not raise any objection in respect of or in connection with such use of the Property by the Vendor and shall not refuse or delay completion of the sale and purchase of the Property pursuant to the Agreement or ask for any reduction of purchase price of the Property or claim any damages by reason of such use of the Property by the Vendor.

買方確認該物業設有家具，而且該物業現在開放，並會繼續開放給期數的其他物業之準買家參觀，除非及直至該物業按買賣合約完成買賣。買方不得就該物業的該用途向賣方提出任何反對，買方亦不得以此為理由而拒絕或延遲按買賣合約完成該物業之買賣或要求降低該物業的樓價或申索任何賠償。

For the avoidance of doubt, the terms and conditions of this Letter shall not be superseded by the Agreement and the subsequent Assignment. The Vendor and the Purchaser hereby agree that the terms and conditions of this Letter shall survive the signing of the Agreement and the subsequent Assignment, as well as the completion of the sale and purchase of the Property, and shall take effect notwithstanding the terms of the Agreement and the subsequent Assignment.

為免生疑問，此函的條款和條件不會被買賣合約及隨後的轉讓契取代。買方與賣方同意，不管買賣合約及隨後的轉讓契的條款，此函的條款和條件於簽署買賣合約及隨後的轉讓契並完成該物業之買賣後仍然有效。

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。

For and on behalf of
Hong Kong Resort Company Limited
謹代表 香港興業有限公司

Authorized Signature
授權人士簽署

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

經妥當及謹慎考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

List of Furniture, Fittings and Chattels 家具、裝置和實產列表
(only applicable to House 2)
(只適用於 2 號洋房)

Description 描述	Quantity 數量
Living Room 客廳	
Sofa 沙發	1
Arm Chair 扶手椅	2
Side Table 茶几	2
Coffee Table 咖啡桌	1
Stool 高椅	2
Dining Room 飯廳	
Dining Table 餐桌	1
Dining Chair 餐椅	8
Pendant Lamp 吊燈	1
Console Table 玄關桌	1
Master Bedroom 主人睡房	
Bed 床	1
Sofa 沙發	1
Coffee Table 咖啡桌	2
Dressing Chair 梳妝椅	1
Bedroom 1 睡房 1	
Daybed 沙發床	1
Pendant Lamp 吊燈	1
Floor Lamp 地燈	1
Chair 椅子	1
Side Table 茶几	1
Cabinet 櫃	1
Bedroom 3 睡房 3	
Bed 床	1
Bedside Table 床頭几	2
Study Desk 書桌	1
Study Chair 書桌椅	1
Utility Room 多用途房	
Foldable Bed 床架	1
Flat Roof 平台	
Stool 高椅	1
Garden 花園	
Outdoor Table 戶外枱	1
Outdoor Chair 戶外椅	8
BBQ Grill 燒烤爐	1
Outdoor Arm Chair 戶外扶手椅	2
Outdoor Coffee Table 戶外咖啡桌	1
Roof 天台	

Outdoor Sofa 戶外梳化	1
Outdoor Coffee Table 戶外咖啡桌	1
Outdoor Arm Chair 戶外扶手椅	4
Outdoor Side Table 戶外茶几	2
Stool 高椅	2

List of Furniture, Fittings and Chattels 家具、裝置和實產列表
(only applicable to House 15)
(只適用於 15 號洋房)

Description 描述	Quantity 數量
Living Room 客廳	
Sofa 沙發	1
Arm Chair 扶手椅	2
Side Table 茶几	2
Coffee Table 咖啡桌	1
Cabinet 櫃	1
Stool 高椅	2
Dining Room 飯廳	
Dining Table 餐桌	1
Dining Chair 餐椅	8
Pendant Lamp 吊燈	3
Console Table 玄關桌	1
Master Bedroom 主人睡房	
Chaise Lounge 睡椅	1
Pendant Lamp 吊燈	2
Dressing Table 梳妝桌	1
Chair 椅子	1
Bedroom 1 睡房 1	
Daybed 沙發床	1
Coffee Table 咖啡桌	1
Arm Chair 扶手椅	1
Side Table 茶几	1
Bedroom 2 睡房 2	
Bed 床	1
Bedside Table 床頭几	2
Console Table 角几	1
Dressing Table 梳妝桌	1
Chair 椅子	1
Pendant Lamp 吊燈	1
Bedroom 3 睡房 3	
Sofa 沙發	1
Arm Chair 扶手椅	1
Side Table 茶几	2
Coffee Table 咖啡桌	1
Utility Room 多用途房	
Foldable Bed 床架	1
Garden 花園	
Outdoor Table 戶外枱	1

Outdoor Chair 戶外椅	8
BBQ Grill 燒烤爐	1
Outdoor Arm Chair 戶外扶手椅	2
Outdoor Coffee Table 戶外咖啡桌	1
Sun Lounger 沙灘椅	2
Roof 天台	
Outdoor Sofa 戶外梳化	6
Outdoor Coffee Table 戶外咖啡桌	4
Outdoor Side Table 戶外茶几	2
Dining Table 餐桌	1
Dining Chair 餐椅	8
Stool 高椅	3

Acknowledgement Letter for Property Viewing 物業參觀確認函

Vendor: Hong Kong Resort Company Limited
賣方: 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s)_____	_____
買方 _____	_____
_____	_____
_____	_____
_____	_____

I/We, the undersigned, hereby acknowledge and confirm that I am/we are aware of the following and its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property made between the Vendor and me/us on the date hereof:

本人／我們，即下述簽署人，謹此承認並確認在與賣方於本日期簽署該物業之臨時買賣合約之前，本人／我們已獲悉並確認以下事項及其影響：

Please specify 請選擇:

- ☐ I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property

本人／我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人／我們參觀：

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

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

OR 或

- ☐ but after due consideration and out of my / our own free will and choice, I / we had expressly and voluntarily declined the Vendor's arrangement for my / our viewing of the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property, and I / we was / were and still am / are willing to proceed to enter into the Preliminary Agreement for Sale and Purchase of the Property without having viewed the Property.

但經充份考慮後，本人／我們自主選擇決定並明確及自願地拒絕賣方提供予本人／吾等於簽署該物業之臨時買賣合約之前參觀該物業的安排，並願意及至今仍願意在沒有參觀該物業的情況下簽署該物業之臨時買賣合約。

- ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us, the Vendor has made the comparable residential property of the Property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property

本人／我們確認由於開放該物業予本人／我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人／我們參觀：

Comparable residential property

與該物業相若的住宅物業 : _____

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

Date of viewing of the comparable residential property

參觀與該物業相若的住宅物業之日期:

OR 或

- ☐ but after due consideration and out of my / our own free will and choice, I / we had expressly and voluntarily declined the Vendor's arrangement for my / our viewing of the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property, and I / we was / were and still am / are willing to proceed to enter into the Preliminary Agreement for Sale and Purchase of the Property without having viewed the Property or its comparable residential property.

但經充份考慮後，本人／我們自主選擇決定並明確及自願地拒絕賣方提供予本人／吾等於簽署該物業之臨時買賣合約之前參觀與該物業相若的住宅物業的安排，並願意及至今仍願意在沒有參觀該物業或其相若住宅物業的情況下簽署該物業之臨時買賣合約。

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

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

I/We confirm that the Vendor has, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) regarding the requirements for viewing of property in completed development/phase.

本人／我們確認賣方已符合(或被視為已符合)《一手住宅物業銷售條例》(第 621 章)第 2 部第 5 分部有關參觀已落成發展項目/期數中的物業之要求。

I/We confirm that this acknowledgement letter shall continue to have effect and subsist notwithstanding that the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase do not expressly incorporate the provisions herein mentioned.

本人/我們確認儘管臨時買賣合約及買賣合約沒有明確包含本確認函的條款，本確認函亦將繼續維持有效及存續。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

賣方資料表格 Vendor's Information Form

Vendor : Hong Kong Resort Company Limited
賣方 : 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
("Phase")

期數名稱 : 意峰 (愉景灣發展項目 2a 地區 (部份) 第 18 期) ("期數")

In respect of 有關
IL PICCO 意峰 House _____ 號洋房
("Property" "該物業")

(a)	須就該物業支付的管理費用的款額 The amount of the management fee that is payable for the Property	請參閱附表 1 Please refer to Appendix 1
(b)	須就該物業繳付的地稅(如有的話)的款額 (見備註 1) The amount of the Government Rent (if any) that is payable for the Property (See Note 1)	請參閱附表 1 Please refer to Appendix 1
(c)	業主立案法團(如有的話)的名稱 The name of the owners' incorporation (if any)	沒有 No
(d)	期數的管理人的姓名或名稱 The name of the manager of the Phase	愉景灣服務管理有限公司 Discovery Bay Services Management Limited
(e)	賣方自政府或管理處接獲的關乎期數的住宅物業的擁有人須分擔的款項的任何通知 Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase	沒有 No
(f)	賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase	沒有 No
(g)	賣方所知的影響該物業的任何待決的申索 Any pending claim affecting the Property that is known to the Vendor	沒有 No

備註 1：此表格未能列出《一手住宅物業銷售條例》附表 8 第 1(b)條所規定的資料，原因在於截至此表格印製日期為止，差餉物業估價署署長尚未就該物業繳付的地稅(如有的話)的款額發出徵收地稅通知書。

Note 1: The information required under section 1(b) of Schedule 8 to the Residential Properties (First-hand Sales) Ordinance cannot be set out in this Form for the reason that, as at the date of printing of this Form, the Commissioner of Rating and Valuation has not yet issued any demand note for Government rent (if any) that is payable for the Property.

附表 1

Appendix 1

洋房	House	管理費(\$每月) Management Fee (\$ per month)	根據差餉物業估價署發出之「2023 年 7 月至 9 月 季度徵收差餉及地租通知書」，2023 年 7 月 1 日 至 2023 年 9 月 30 日期間之地租(\$) According to the “July to September Quarter 2023 Demand for Rates and Government Rent” issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 July 2023 to 30 September 2023(\$)
1 號洋房	House 1	11,400.00	5,940.00
2 號洋房	House 2	11,400.00	6,210.00
5 號洋房	House 5	11,400.00	6,210.00
6 號洋房	House 6	12,000.00	6,210.00
7 號洋房	House 7	11,400.00	6,210.00
8 號洋房	House 8	11,400.00	6,030.00
17 號洋房	House 17	11,400.00	6,210.00
18 號洋房	House 18	11,400.00	6,210.00
19 號洋房	House 19	11,400.00	6,210.00
20 號洋房	House 20	11,400.00	6,210.00
21 號洋房	House 21	11,400.00	6,390.00
22 號洋房	House 22	11,400.00	6,210.00
23 號洋房	House 23	11,400.00	6,210.00

印製日期 Date of Printing: 18 / 7 / 2023

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

我/我們已收到此賣方資料表格之副本及完全明白此賣方資料表格之內容。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

Confirmation regarding “Ad Valorem Stamp Duty Benefit”**關於從價印花稅現金優惠的確認書**

Vendor : Hong Kong Resort Company Limited
賣方 : 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 (“Property” “該物業”)

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方 _____

The terms and conditions in this Confirmation apply to the Property.

此確認書的條款及條件適用於該物業。

1. It is hereby confirmed that all stamp duty, including ad valorem stamp duty, buyer's stamp duty and special stamp duty, payable or incurred on this Preliminary Agreement for Sale and Purchase and/or the subsequent Agreement for Sale and Purchase of the Property (collectively referred as the “Chargeable Agreement(s)”) shall be paid by the Purchaser.

茲確認該物業之臨時買賣合約及/或其後的正式買賣合約(統稱“應稅協議”)之應付或所招致的所有印花稅，包括從價印花稅、買家印花稅及額外印花稅由買方支付。

2. However, upon the Purchaser's having selected the Payment Plan (A)(i.e. “60-Day Cash Payment Plan”) under the Preliminary Agreement for Sale and Purchase, subject to the observance and compliance with the terms and conditions set out in this Confirmation and the Chargeable Agreement(s) by the Purchaser (including without limitation that the Purchaser shall settle the relevant payments(s) according to the respective dates stipulated in the Agreement for Sale and Purchase and complete the purchase of the Property), the Vendor will subsidize the ad valorem stamp duty (or part thereof, as the case may be) chargeable on the Agreement for Sale and Purchase for the Purchaser subject to a cap at **4.25%** (where the Purchase Price of the Property is HK\$20,000,000.00 or above) of the Purchase Price (as stipulated in the Chargeable Agreement(s)) (“**AVD Benefit**”) and subject to the terms and conditions herein contained. In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Confirmation and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw the AVD Benefit and/or ask for refund of the AVD Benefit from the Purchaser (if already paid) without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

但是，倘若買方選擇臨時合約下付款計劃(A)(即“60 天現金付款計劃”)，在買方完全遵守及符合於本確認書及應稅協議所列的條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款及完成該物業的購買)的前提下，賣方將會津貼正式買賣合約所需繳付的從價印花稅(或其部分，視乎情況而定)(上限為應稅協議所訂明的樓價的 4.25% (如該物業之樓價為港幣 20,000,000.00 元或以上))(“從價印花稅優惠”)，惟受制於本確認書的條款及條件。若買方未能遵守或符合本確認書及/或應稅協議內任何條款或條件，賣方有權撤銷從價印花稅優惠及/或要求買方退還從價印花稅優惠(如已支付)，且並不損害賣方於應稅協議或其他權利及補償。

3. The AVD Benefit shall be limited to the amount equivalent to the actual amount of the ad valorem stamp duty payable on the Agreement for Sale and Purchase and in any event, shall be capped at the amount equivalent to **4.25%** (where the Purchase Price of the Property is HK\$20,000,000.00 or above) of the Purchase Price (as stipulated in the Chargeable Agreement(s)). For the avoidance of doubt, the AVD Benefit provided by the Vendor shall be computed on the basis that the Property is not and does not form part of a larger transaction or a series of transactions.

從價印花稅優惠僅限於正式買賣合約所需繳付的從價印花稅的實際款額，及在任何情況下，上限為相等於應稅協議所訂明的樓價的 **4.25%** (如該物業之樓價為港幣 20,000,000.00 元或以上)的款額。為免存疑，賣方提供之從價印花稅優惠以該物業不是及不構成一宗更大交易或一系列交易的一部分的基準計算。

4. For the avoidance of doubt, if the ad valorem stamp duty payable on the Agreement for Sale and Purchase is less than the AVD Benefit, the difference between the ad valorem stamp duty payment to the Inland Revenue Department and the AVD Benefit shall be retained by the Vendor and will not be provided to the Purchaser. The Purchaser shall not have any claim in this respect.

為免存疑，若正式買賣合約需支付之從價印花稅少於從價印花稅優惠，須支付給稅務局的從價印花稅及從價印花稅優惠之兩者差額將由賣方保存，並不會提供予買方。買方不得就此提出任何申索。

5. If any stamp duty payable on the Agreement for Sale and Purchase is more than the AVD Benefit, the difference between the stamp duty charged by the Inland Revenue Department and the amount of the AVD Benefit shall be borne by the Purchaser solely. If the Purchaser shall engage his own solicitors to act for him in the purchase of the Property, the Purchaser shall procure his solicitors to send the Vendor's solicitors the following documents during office hours within 5 working days from the date of the Preliminary Agreement for Sale and Purchase:- (i) the Agreement for Sale and Purchase signed by the Purchaser; (ii) any payment required to be paid by the Purchaser to the Vendor under the Preliminary Agreement for Sale and Purchase/Agreement for Sale and Purchase; (iii) all applicable forms/statutory declaration(s) necessary for the purpose of claiming lower rate of ad valorem stamp duty or exemption of buyer's stamp duty (if applicable); and (iv) the difference between the stamp duty charged by the Inland Revenue Department and the amount of the AVD Benefit (if applicable). If the Purchaser shall instruct the Vendor's solicitors to act for him in the purchase of the Property, the Purchaser shall attend the Vendor's solicitors' office at office hours within 5 working days from the date of the Preliminary Agreement, to sign the documents referred to in (i) and (iii) above and pay the amounts referred to in (ii) and (iv) above.

如正式買賣合約應付的任何印花稅多於從價印花稅優惠，買方須獨自承擔稅務局所收取的印花稅及從價印花稅優惠兩者之差額。若買方聘用自己的律師代表其購買該物業，買方須確保其律師於臨時買賣合約 5 個工作天之辦公時間內把以下文件傳送予賣方律師: (i) 買方所簽署之買賣合約; (ii) 任何臨時買賣合約/買賣合約下買方須付予賣方的款項; (iii) 所有須要用作申請從價印花稅較低稅率及豁免買家印花稅的有關表格/法定聲明(如適用); 及 (iv) 稅務局所收取的印花稅及從價印花稅優惠兩者之差額(如適用)。若買方聘用賣方律師代表其購買該物業，買方須於臨時買賣合約 5 個工作天之辦公時間內到賣方律師行簽署以上(i)及(iii)所提及的文件及繳付以上(ii)及(iv)的款項。

6. After the Purchaser has fulfilled the conditions mentioned in paragraph 5 above, the Vendor will apply the AVD Benefit provided to the Purchaser for payment of the ad valorem stamp duty (or part thereof, as the case may be) payable on the Chargeable Agreement(s) by payment to the Stamp Office of the Inland Revenue Department directly and upon such application, the Vendor's obligation in relation to the provision of the AVD Benefit under this Confirmation, if any, shall be absolutely discharged. For the avoidance of doubt, it is the Purchaser's (but not the Vendor's) duty to pay all stamp duty, including but not limited to ad valorem stamp duty, buyer stamp duty, additional stamp duty (if any) and penalty imposed by the Stamp Office (if applicable). The AVD Benefit is only a subsidy offered by the Vendor and the Vendor will under no circumstances be liable for any delay in offering the AVD Benefit or be responsible for any penalty or loss if there is any late payment of the AVD Benefit (or any part thereof) for whatever reason.

在買方完成以上第 5 段之條件後，賣方會將提供予買方的從價印花稅優惠用作直接支付就應稅協議應繳付之從價印花稅(或其部分，視乎情況而定)予稅務局印花稅署，而賣方於本確認書中有關從價印花稅優惠的責任(如有)將於此完全解除。為免生疑問，買方(而非賣方)有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅、額外印花稅(如有)及印花稅署徵收之罰款(如適用)。從價印花稅優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供從價印花稅優惠之任何延遲或因任何原因導致從價印花稅優惠之延遲支付而造成之任何罰款或損失負責。

7. Should the Vendor be required to pay any stamp duty or penalty (other than the AVD Benefit payable by

the Vendor pursuant to the terms of this Confirmation) and unless funds shall be provided by the Purchaser before payment to the Stamp Office of the Inland Revenue Department, the Purchaser shall reimburse the Vendor for the full amount of any payment or advance made by the Vendor together with interest thereon at the rate of 4% per annum over and above the Hong Kong Dollar prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time, calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering all and any amounts of the said stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付根據本確認書條款賣方需繳付之從價印花稅優惠以外的任何印花稅或罰款，除非買方在繳付其予稅務局印花稅署前提供款項，買方須向賣方全數償還所有賣方所代支或支付之任何金額連同按香港上海滙豐銀行有限公司不時報價的港元最優惠利率加年利率 4%計算之利息，利息計算由代支或支付日期起計，直至買方繳付或償還該金額為止，買方並須完全彌償賣方由於催收所有該印花稅及／或罰款而招致的所有法律費用、雜項費用及支出。

8. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages (including, without limitation, the refund of the AVD Benefit from the Purchaser) and/or to apply for refund of the paid ad valorem stamp duty ("Refund") from Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) ceases to be payable because of the cancellation or termination of the Preliminary Agreement and/or the Agreement for Sale and Purchase or for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the Refund from the competent authorities. The Purchaser hereby agrees that, whether or not there is already any cancellation or termination of the Preliminary Agreement and/or the Agreement for Sale and Purchase, the Purchaser shall, upon the request of Vendor, sign all relevant forms and documents for the purpose of enabling the Vendor to claim the Refund and/or authorize the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time the Vendor deems fit. Nothing herein shall prejudice the Vendor's other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成該物業的交易，賣方保留向買方追討索償(包括但不限於要求買方退還從價印花稅優惠)及/或向稅務局申請退回已繳付的從價印花稅("退款")之權利。若因臨時合約及/或正式買賣合約被取消或終止或任何原因而不再需要繳付已付之從價印花稅(或其任何部份)，買方須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。買方特此同意，不論當時臨時合約及/或正式買賣合約是否已經被取消或終止，買方須因應賣方的要求簽署所有以容許賣方申請退款的任何表格及文件及/或授權賣方申請退款，及為該目的使用该表格及文件及為其填上日期，填寫其他所需的表格及文件及於賣方認為合適的時候將之遞交到有關當局。於此確認書的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

9. Nothing herein shall entitle the Purchaser to make any deduction of the AVD Benefit from the Purchase Price (or any part thereof) which the Purchaser is required to pay to the Vendor pursuant to the terms of the Chargeable Agreement(s).

此確認書的任何規定均不賦權買方以從價印花稅優惠對樓價(或其任何部分)作任何扣減，買方須按照應稅協議的條款向賣方支付樓價。

10. The Vendor will under no circumstances be responsible for any penalty if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) or for whatever reason, or be liable to the Purchaser for any loss or damages suffered by the Purchaser arising from or in connection with the assessment of the Chargeable Agreement(s) by the Stamp Office of the Inland Revenue Department.

於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠(或其任何部分)或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款負責，且賣方不會就任何買方因稅務局印花稅署為應稅協議所作之評稅所招致或與之相關而蒙受的損失或損害向買方負責。

11. The rights or benefits conferred on the Purchaser hereunder are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

於此確認書授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。

12. The terms and conditions herein are independent of the Chargeable Agreement(s) and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Chargeable Agreement(s) shall not be affected by these terms and conditions. The terms and conditions herein

constitute an agreement between the parties hereto independent from the Purchaser's purchase of the Property and the Chargeable Agreement(s) and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Chargeable Agreement(s) and to complete the purchase of the Property in accordance with the provisions of the Chargeable Agreement(s). The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that the Purchaser may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

於此確認書的條款及條件獨立於應稅協議，其任何內容均不得視作取替或更改臨時合約或正式買賣合約內的任何條款及/或條件。賣方所有應稅協議下之權利及補償均不受此確認書的條件及條款影響。於此確認書的條款及條件構成於此所載之各方之間訂立的協議，且獨立於買方購買該物業及應稅協議，如此確認書的任何內容或任何一方如未能遵守或履行其於此確認書之任何責任，則臨時合約或正式買賣合約的運作、有效性或可強制執行性或臨時合約或正式買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於此確認書之責任，買方仍須遵守及履行應稅協議的所有條款及條件及按應稅協議的條款完成購買該物業。於此確認書的條款及條件不排除或豁免買方在未能完成買賣時需負之責任。買方所有按或就此確認書條款及條件提出的或與此確認書條款及條件有關連的申索，只限於為了取得損害賠償的申索。

13. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Confirmation and nothing herein will create rights under the said Ordinance.
僅此明文說明合約(第三者權利)條例(第 623 章)不適用於本確認書及本確認書沒有授予任何該條例下的權利。
14. I/We understand that I/we may have to notify my bank of the AVD Benefit in the mortgage application process. The bank may take into account the AVD Benefit in determining the loan amount.
本人/我們明白本人/我們在按揭申請中可能需要通知本人/我們的銀行有關從價印花稅優惠的安排。銀行決定提供貸款額時可能會考慮從價印花稅優惠。
15. In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this Confirmation and such decision shall be binding on the Purchaser.
如有爭議，賣方有權就本確認書引起的所有事宜作最後決定，該決定對買方有約束力。

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。

For and on behalf of
Hong Kong Resort Company Limited
謹代表 香港興業有限公司

Authorized Signature
授權人士簽署

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

經妥當及謹慎考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

For the purpose of paragraph 8 of this Confirmation and to secure full refund of the AVD Benefit to the Vendor, I/we hereby irrevocably authorize the Vendor to make an application to obtain a refund of the paid ad valorem stamp duty on the Agreement for Sale and Purchase from the competent authorities, to utilize such refund to

repay the Vendor the amount of the AVD Benefit paid before returning me/us the excess over the AVD Benefit (if any) and to do all acts incidental to the said application.

就以上第 8 段及就保障賣方得到從價印花稅優惠之全數退款，本人/我們在此不可撤回地授權賣方向有關當局申請獲得就該合約已支付之從價印花稅之退款，及利用該退款以向賣方償還賣方已支付之從價印花稅優惠之金額，及其後將餘額(如有)退回給本人/我們，及作出任何上述申請附帶的行為。

Signed Sealed and Delivered by the Purchaser(s) 買方簽署、蓋章和交付

Date 日期: _____

Confirmation regarding "Rental Rebate Benefit"**「租金回贈」優惠的確認書**

Vendor : Hong Kong Resort Company Limited
賣方 : 香港興業有限公司

Phase Name : IL PICCO (Phase 18 on Area 2a (Portion) of the development of Discovery Bay City)
期數名稱 : 意峰 (愉景灣發展項目 2a 地區(部份)第 18 期)

IL PICCO 意峰 House _____ 號洋房 ("Property" "該物業")

HKID/Passport/B.R. No.
香港身份證/護照/商業登記證號碼

The Purchaser(s) _____

買方 _____

1. We, Hong Kong Resort Company Limited, refer to the lease (the "Lease") dated _____ in respect of the Property entered into between the Vendor (as lessor) and the Purchaser (as lessee).

本公司香港興業有限公司現就閣下根據一份於_____由賣方(作為出租人)及買方(作為承租人)簽署的本物業的租約(以下稱「租約」)致函閣下。

2. Please tick (✓) the appropriate box below. 請在下方適當的方格內加上剔號(✓)。

- ☐ The purpose of this letter is to confirm our offer to you a rental rebate (the "Rental Rebate") whereby, total sum of the rent actually and already paid by the Purchaser (as lessee) under the Lease will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below.

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款), 向閣下提供租金回贈(以下稱「租金回贈」), 即在本物業買賣完成時將買方(作為承租人)實際於租約下已支付之租金的總數直接用於支付本物業售價的餘額。

- ☐ The purpose of this letter is to confirm our offer to you a rental rebate (the "Rental Rebate") whereby, 80% of the rent actually and already paid by the Purchaser (as lessee) under the Lease will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below.

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款), 向閣下提供租金回贈(以下稱「租金回贈」), 即在本物業買

賣完成時將買方(作為承租人)實際於租約下已支付之租金的百分之八十直接用於支付本物業售價的餘額。

- The purpose of this letter is to confirm our offer to you a rental rebate (the "Rental Rebate") whereby, 70% of the rent actually and already paid by the Purchaser (as lessee) under the Lease will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below.

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款)，向閣下提供租金回贈(以下稱「租金回贈」)，即在本物業買賣完成時將買方(作為承租人)實際於租約下已支付之租金的百分之七十直接用於支付本物業售價的餘額。

- The purpose of this letter is to confirm our offer to you a rental rebate (the "Rental Rebate") whereby, 65% of the rent actually and already paid by the Purchaser (as lessee) under the Lease will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below.

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款)，向閣下提供租金回贈(以下稱「租金回贈」)，即在本物業買賣完成時將買方(作為承租人)實際於租約下已支付之租金的百分之六十五直接用於支付本物業售價的餘額。

3. You shall fulfill the following conditions for your entitlement of the Rental Rebate:-

閣下須履行下列各項條件以符合享有「租金回贈」的資格：-

- (a) you shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments) (the "Agreement for Sale and Purchase") in accordance with the terms and conditions of the Preliminary Agreement;
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「買賣合約」);
- (b) there is no breach of any of the terms of the Preliminary Agreement and the Agreement for Sale and Purchase (including without limitation any failure in making payment or part payment of the purchase price or balance of the purchase price);
沒有違反臨時合約及買賣合約的任何條款(包括但不限於任何未能付款或支付部分樓價或樓價餘款額);
- (c) you shall complete the sale and purchase of the Property in accordance with the Preliminary Agreement and the Agreement for Sale and Purchase;
閣下須按照臨時合約及買賣合約完成本物業的買賣;
- (d) you have duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier); and
閣下在整個租約期間或直至本物業買賣成交之日(以較早者為準)履行並遵守租約條款及條件; 及
- (e) there is no rental arrears under the Lease.

沒有拖欠租金。

4. Subject to and conditional upon your fulfillment of all the obligations under this letter, in particular, those set out in paragraph 3 above, you shall send a duly completed application form (in the form specified by us) for applying for the Rental Rebate to us which must be received by us at least 30 days before the date of completion of the sale and purchase in accordance with the Agreement for Sale and Purchase. Late submission of the application form for the Rental Rebate will not be entertained and your right to claim for any Rental Rebate will be lost.
在閣下履行本信件所有責任的前提下(尤其是有關以上第 3 段列出的責任)，閣下須於本物業買賣成交的日期前最少 30 日，向本公司發出並本公司必須已收到一份填妥的申請「租金回贈」表格(須以本公司指定之格式)。過期發出申請「租金回贈」的申請表格一概不予受理，屆時閣下將喪失申索任何「租金回贈」的權利。
5. Time shall be of the essence of this letter.
在本信件中的時間規定須嚴格遵守。
6. After we have received your application and duly verified the information, we will apply the Rental Rebate for part payment of the balance of the purchase price as set out in the Preliminary Agreement and the Agreement for Sale and Purchase directly.
本公司收到閣下的申請並證實有關資料無誤後，本公司會將「租金回贈」直接用於支付臨時合約及買賣合約列明的售價的餘額。
7. You hereby irrevocably authorize us to pay the Rental Rebate in the manner specified in paragraph 6 above.
閣下謹此不可撤銷地授權本公司以上述第 6 段所述方式支付「租金回贈」。
8. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property (which for the avoidance of doubt excludes any other residential property in "IL PICCO" which you have purchased or may purchase).
本信件的利益屬於閣下個人所有，並且僅向作為「該物業」之買方的閣下提供(為免疑問，不包括閣下已購買或可能購買「意峰」的任何其他住宅物業)。
9. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件賦予閣下的權利或利益不得轉讓或轉移。
10. You may have to notify your bank of the Rental Rebate in the mortgage application process. The bank may take into account the Rental Rebate in determining the loan amount. For details, please make enquiry with the banks.
閣下在按揭申請中可能需要通知閣下的銀行有關「租金回贈」的安排。銀行決定提供貸款額時可能會考慮「租金回贈」。請向銀行查詢有關詳情。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. This letter shall not prejudice any right of action of the Vendor (as lessor) against the Purchaser (as lessee) in respect of any outstanding breach or non-observance or non-performance of any of the terms and covenants under the Lease.
本信件將不損害賣方(作為出租人)就買方(作為承租人)任何仍然持續的違約或未履行或不會履行租約下的任何條款及契約而提出申索的權利。

13. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
Hong Kong Resort Company Limited
謹代表 香港興業有限公司

Authorized Signature
授權人士簽署

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

經妥當及謹慎考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束。

Signed by the Purchaser(s) 買方簽署

Date 日期: _____

TENDER SUBMISSION CHECKLIST

<u>Item</u>	<u>Document</u>	<u>Remarks</u>
-	Covering Letter regarding Submission of Tenders for Partial Award duly signed by the tenderer (if applicable)	Submit one signed version for <u>each</u> tender submitted (only if applicable)
-	Covering Letter regarding Submission of Tenders as One Single Bundle duly signed by the tenderer and the relevant parties (if applicable)	Submit one signed version for <u>each</u> tender submitted (only if applicable)
(1) (a)	Form of Tender (Appendix A); and	Submit (1)(a) to (b) signed (in duplicate)
(b)	Preliminary Agreement for Sale and Purchase (Appendix B) duly completed and signed by the tenderer with Tender Notice; and	
(2)	Warning to Purchasers (Appendix C) duly signed by the tenderer	Submit one signed version
(3)	Declaration on Intermediary (Appendix D) duly signed by the tenderer	Submit one signed version
(4)	Declaration of Relationship with the Vendor (Appendix E) duly signed by the tenderer	Submit one signed version
(5)	Agreement on Use of Personal Data for Direct Marketing (Appendix F) duly signed by the tenderer	Submit one signed version
(6)	Authorization Letter authorizing Estate Agent to collect documents (Appendix G) duly signed by the tenderer	Submit one signed version
(7)	Letter regarding Mortgage Loan (Appendix H) duly signed by the tenderer	Submit one signed version
(8)	Letter regarding “Early Settlement Cash Rebate” (Appendix I) duly signed by the tenderer (if applicable)	Submit one signed version
(9)	Side Letter regarding Furnished Unit (Appendix J) duly signed by the tenderer (only applicable to House 2 and House 15)	Submit one signed version
(10)	Acknowledgement Letter for Property Viewing (Appendix K) duly signed by the tenderer	Submit one signed version
(11)	Vendor’s Information Form (Appendix L) duly signed by the tenderer	Submit one signed version
(12)	Confirmation regarding “Ad Valorem Stamp Duty Benefit” (Appendix M) duly signed by the tenderer	Submit one signed version

(13)	Confirmation regarding “Rental Rebate Benefit” (Appendix N) duly signed by the tenderer (if applicable)	Submit one signed version
(14)	Cashier’s Order(s) and, if applicable, cheque(s) for 5% of the Purchase Price tendered in the Form of Tender payable to “Woo Kwan Lee & Lo” (the said cheque(s) is/are accepted only if the total amount of payment by cashier’s order(s), depending on the Purchase Price offered by the tenderer, is not less than the minimum amount specified in the Tender Notice)	
(15) (a)	(in the case of an individual tenderer) Copy of Hong Kong Identity Card(s) or other identification document(s); or	
(b)	(in case of a tenderer which is a company incorporated in Hong Kong) Copy of each of Certificate of Incorporation, Business Registration Certificate(s), latest register of directors, annual return and board resolutions of the tenderer authorizing the signing of Form of Tender, the Preliminary Agreement for Sale and Purchase and other documents in connection with the tender	
(c)	(in case of a tenderer which is a foreign company) Relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors and copy of board resolutions of the tenderer authorizing the signing of Form of Tender, the Preliminary Agreement for Sale and Purchase and other documents in connection with the tender; or	
(d)	(in case that the Form of Tender is signed by an agent or attorney) Original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent’s or attorney’s Hong Kong Identity Card(s) or other identification document(s).	

投標遞交清單

項目	文件	備註
-	有關只接受投標中之部分投標之封面信函 (由投標者簽署) (如適用)	就 <u>每一</u> 份投標書遞交一份已 簽 署 的 版 本 (僅在適用的情況下)
-	有關捆綁式投標之封面信函(由 投 標 者 及相關各方 簽 署) (如適用)	就 <u>每一</u> 份投標書遞交一份已 簽 署 的 版 本 (僅在適用的情況下)
(1) (a)	投標表格(附件 A);及	遞交已 簽 署 的 1(a)及(b) (各一式兩份)
(b)	臨時買賣合約 (附件 B) (由投標者填妥及簽署並隨附招標公告);及	
(2)	對買方的警告 (附件 C) (由投標者簽署)	遞交一份已簽署的版本
(3)	有關介紹人的聲明 (附件 D) (由投標者簽署)	遞交一份已簽署的版本
(4)	與賣方關係申報 (附件 E) (由投標者簽署)	遞交一份已簽署的版本
(5)	同意個人資料作直接促銷的確認函 (附件 F) (由投標者簽署)	遞交一份已簽署的版本
(6)	授權地產代理領取文件之授權書 (附件 G) (由投標者簽署)	遞交一份已簽署的版本
(7)	關於按揭貸款的信件 (附件 H) (由投標者簽署)	遞交一份已簽署的版本
(8)	關於「提前付清樓價現金回贈」的信件(附件 I) (由投標者簽署) (如適用)	遞交一份已簽署的版本
(9)	有關設有家具的單位之附函(附件 J)(由投標者簽署)(只適用於 2 號洋房及 15 號洋房)	遞交一份已簽署的版本
(10)	物業參觀確認函(附件 K)(由投標者簽署)	遞交一份已簽署的版本
(11)	賣方資料表格(附件 L)(由投標者簽署)	遞交一份已簽署的版本
(12)	關於從價印花稅現金優惠的確認書(附件 M)(由投標者簽署)	遞交一份已簽署的版本
(13)	關於「租金回贈」優惠的確認書(附件 N)(由投標者簽署) (如適用)	遞交一份已簽署的版本
(14)	銀 行 本 票 及(如適用)支票，抬頭寫「 胡 關 李 羅 律師行」，其金額相等於投標表格中投標的樓價之 5% (只有在以銀行本票支付的總金額（視乎投標者提出要約的價）不少於招標公告中指定的最低金額之情況下，才會接納支票)	
(15) (a)	(如投標者是個人) 香港身份證或其他身份證明文件的複印本; 或	

(b)	(如投標者為在香港註冊成立的公司) 公司註冊證明書、商業登記證、最近期的董事登記冊、周年申報表及投標者授權簽署投標表格、臨時買賣合約及其他與投標有關的文件之董事局決議的複印本	
(c)	(如投標者為海外公司) 由公司一名董事妥為核證的相關公司文件，以證明公司在其註冊成立的地方妥為註冊成立及證明公司董事的詳情，及投標者授權簽署投標表格、臨時買賣合約及其他與投標有關的文件之董事局決議的複印本; 或	
(d)	(如投標表格是由代理人或授權人簽署) 主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證或其他身份證明文件的複印本。	