

**INVITATION FOR PURCHASE OF PROPERTY**  
**BY WAY OF TENDER**

**Re:** ARUNA 弦岸(“Development”), 8 Ping Lan Street, Ap Lei Chau, Hong Kong  
(the provisional street number is subject to confirmation when the Development is completed)

**PARTICULARS OF THE PROPERTY(IES) FOR TENDER**

Please refer to the property(ies) set out in column (B) of the Schedule hereto

**Tender Commencement Time and Date:** Please refer to the time and date described in column (C) of the Schedule

**Tender Closing Time and Date:** Please refer to the time and date described in column (D) of the Schedule

Please note that the Vendor has the absolute right to change the closing time and/or date of the tender set out in column (D) of the Schedule in respect of any or all of the property(ies) set out in column (B) of the Schedule 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 column (B) of the Schedule.

## TENDER NOTICE

### PARTICULARS OF THE PROPERTY(IES) FOR TENDER in ARUNA 弦岸, 8 Ping Lan Street, Ap Lei Chau, Hong Kong

(the provisional street number is subject to confirmation when the Development is completed)

Please refer to the property(ies) set out in column (B) of the Schedule hereto  
("Property(ies) for Tender")

1. **STAR VALUE INVESTMENTS LIMITED 星樺投資有限公司** (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 column (C) of the Schedule ("the Tender Commencement Time") until, subject to paragraph 6 below, the tender closing time and date described in column (D) of the Schedule ("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 separate tender shall be submitted for each of the Property(ies) for Tender offered to purchase.)

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. Any tender submitted by an agent or attorney for a principal will not be accepted.

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

(e) Any tender by foreign company will not be accepted.

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 and/or cheque(s)

(a) cashier's order issued by a bank duly licensed under section 16 of the Banking Ordinance in favour of "Kao, Lee & Yip Solicitors" for the amount of HK\$50,000; and

(b) cheque(s) made payable to "Kao, Lee & Yip Solicitors" in the sum equivalent to 5% of the purchase price ("**Purchase Price**") of the Tendered Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement less the amount of the cashier's order submitted under paragraph 3(b)(i)(a) above;

(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;

(iv) the measurements of the Property (in the form annexed hereto) duly completed by the tenderer;

(v) a Declaration by Purchaser in relation to Intermediary (in the form annexed hereto) duly completed and signed by the tenderer;

- (vi) a Warning to Purchasers (in the form annexed hereto) duly completed and signed by the tenderer;
- (vii) a Declaration of Relationship (in the form annexed hereto) duly completed and signed by the tenderer;
- (viii) a Personal Information Collection Statement (in the form annexed hereto) duly completed and signed by the tenderer;
- (ix) an Acknowledgement Letter (regarding Fire Safety of Open Kitchen) (in the form annexed hereto) duly completed and signed by the tenderer;
- (x) an Acknowledgement Letter regarding Home Automation Devices Benefit (in the form annexed hereto) duly completed and signed by the tenderer;
- (xi) an Acknowledgement Letter regarding Location of Furniture in the Unit (in the form annexed hereto) duly completed and signed by the tenderer ;
- (xii) an Acknowledgement Letter relating to Alteration to Building Plans (in the form annexed hereto) duly completed and signed by the tenderer (if applicable);
- (xiii) an Acknowledgement Letter regarding Stamp Duty Payment Benefit (in the form annexed hereto) duly completed and signed by the tenderer;
- (xiii) 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.

(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 ARUNA 弦岸**”; and
- (d) placed in the Tender Box labelled “**ARUNA Tender Box 弦岸投標箱**” located at Office Nos. 1-3, 5-7, 26-30, 17/F, One Island South, No.2 Heung Yip Road, Wong Chuk Hang, Hong Kong where the sale will take place 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 sale will take

place 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 tel. no. 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;
  - (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, the Vendor reserves the right to accept only one tender 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 sell or dispose of any or all of the Property(ies) for Tender including the Tendered Property or any part thereof to any person at any time before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor 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 sale will take place 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 fourteen (14) days after the Tender Closing Time.

- (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\$1.00 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 to 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 arrange for collection of the said documents by the estate agent authorized by the tenderer under the Letter of authorization for collection of documents relating to the purchase of the Property to collect documents for and on behalf of the tenderer) within 21 days after the Tender Closing Time, a written notice of acceptance ("Notice of Acceptance") together with a counterpart of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor.
  - (b) The successful tenderer shall be the Purchaser 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 delivered 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. (Note: The expression "working day" has the meaning given by section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).)
  - (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 described in Column (E) of the Schedule hereto at the place where the sale will take place.

- (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 [21] 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 to be collected by the estate agent authorized by the tenderer under the Letter of authorization for collection of documents relating to the purchase of the Property to collect documents for and on behalf of the tenderer returning therewith their cashier's orders and cheques, without interest cost or compensation, at the risk of the tenderers.
10. All cashier's order(s) and cheques 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 cheques submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful tenderer under the Preliminary Agreement.
11. In case a black rainstorm warning signal or a typhoon signal no.8 or above is hoisted or is still in effect after 12:00 noon on the Tender Closing Time, the Tender Closing Time will be extended to the next day (5:00 p.m.) and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is hoisted.
12. Time shall in all respects be of the essence.
13. All enquiries shall be directed to Office Nos. 1-3, 5-7, 26-30, 17/F, One Island South, No.2 Heung Yip Road, Wong Chuk Hang, Hong Kong. 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.
14. 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.

15. 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.
16. Please refer to Appendix C for the List of gifts, financial advantage or benefits.
17. Tenderers please also refer to Reminder to Prospective Purchasers enclosed in this Tender Notice.

Date:



**SCHEDULE**

(A) No.	(B) Property(ies) for Tender	(C) Tender commencement time and date  dd/mm/yy	(D) Tender closing time and date  dd/mm/yy	(E) Period for inspection of Agreement  dd/mm/yy
1.	Flat A on 5/F	12:00 noon daily from 15 June 2023 until 31 August 2023 (both days inclusive)	4:00 p.m. daily from 15 June 2023 until 31 August 2023 (both days inclusive)	Every day from 12:00 noon to 4:00 p.m. daily from 15 June 2023 until 31 August 2023 (both days inclusive)
2.	Flat D on 5/F			
3.	Flat E on 5/F			
4.				
5.				
6.				
7.				

## TENDER SUBMISSION CHECKLIST

<u>Item</u>	<u>Document</u>	<u>Remarks</u>
(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)	The measurements of the Property duly signed by the tenderer	Submit one signed version
(3)	Declaration by Purchaser in relation to Intermediary duly signed by the tenderer	Submit one signed version
(4)	Warning to Purchasers duly signed by the tenderer	Submit one signed version
(5)	Declaration of Relationship duly signed by the tenderer	Submit one signed version
(6)	Personal Information Collection Statement duly signed by the tenderer	Submit one signed version
(7)	Acknowledgement Letter (regarding Fire Safety of Open Kitchen) duly signed by the tenderer	Submit one signed version
(8)	Acknowledgement Letter regarding Home Automation Devices Benefit duly signed by the tenderer	Submit one signed version
(9)	Acknowledgement Letter regarding Location of Furniture in the Unit duly signed by the tenderer	Submit one signed version
(10)	Acknowledgement Letter relating to Alteration to Building Plans duly signed by the tenderer (if applicable)	Submit one signed version
(11)	Acknowledgement Letter regarding Stamp Duty Payment Benefit duly signed by the tenderer	Submit one signed version
(12)	cashier's order and/or cheque(s)	Submit one signed version
	(a) cashier's order issued by a bank duly licensed under section 16 of the Banking Ordinance in favour of "Kao, Lee & Yip Solicitors" for the amount of HK\$50,000; and	
	(b) cheque(s) made payable to "Kao, Lee & Yip Solicitors" in the sum equivalent to 5% of the Purchase Price less the amount	

of the cashier's order submitted under Item  
(11)(a) above

- (12) (a) (in the case of an individual tenderer)  
Copy of Hong Kong Identity Card(s) or Passport;  
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

**FORM OF TENDER**

Tender for the purchase of:

Flat [ ] on [ ] Floor of ARUNA 弦岸("Development"), 8 Ping Lan Street, Ap Lei Chau, Hong Kong ("the Property") (the provisional street number is subject to confirmation when the Development is completed)

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 : **STAR VALUE INVESTMENTS LIMITED** 星樺投資有限公司 whose office is at Room 2501, 25/F., Alexandra House, 18 Chater Road, Hong Kong (the "Vendor") (Business Registration No. 70588252)

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)), 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:-

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | <ul style="list-style-type: none"><li>● A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Notice of Acceptance).</li><li>● [ ]% of the Purchase Price being further deposit shall be paid within [ ] days after the date of Notice of Acceptance or within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser ("Notification of Completion"), whichever is the earlier.*</li><li>● A part payment of Purchase Price equivalent to [ ]% of the Purchase Price shall be paid within [ ] days after the date of Notice of Acceptance or within 14 days after the date of the Vendor's written notification ("Notification of Completion") to the Purchaser that the</li></ul> |
|--------------------------|---|

Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.\*

- A further part payment of Purchase Price equivalent to [\_\_\_]% of the Purchase Price shall be paid within [\_\_\_] days after the date of Notice of Acceptance or within 14 days after the date of the Notification of Completion, whichever is the earlier.\*
- + (A) [\_\_\_]% of the Purchase Price being balance of the Purchase Price shall be paid within [\_\_\_] days after the date of Notice of Acceptance or within 14 days after the date of the Notification of Completion, whichever is the earlier.

**OR**

- + (B) [\_\_\_]% of the Purchase Price being balance of the Purchase Price shall be paid within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser ("Notification of Completion").

**(\* Please delete either (A) or (B) as appropriate)**

**(\*Please delete as appropriate)**

Provided that the Purchaser hereby agrees, confirms and undertakes that –

- (i) there shall be a maximum of four (4) installments for payment of the further deposit and/or part payment(s) of Purchase Price and/or further part payment of Purchase Price and/or balance of Purchase Price (which in the aggregate equal to 95% of the Purchase Price). For the avoidance of doubt, the preliminary deposit equivalent to 5% of the Purchase Price paid upon the tender being accepted by the Vendor (i.e. the date of the Notice of Acceptance) shall not be counted towards the said four (4) installments.

Remarks: If after the Vendor has accepted the tender of the Tenderer, the Tenderer wishes to change the payment plan, subject to the payment of relevant administrative fee to the Vendor and having obtained the Vendor's written consent, the Purchase Price shall be adjusted by an amount as determined by the Vendor (which shall be rounded up to the nearest dollar), and the Tenderer shall also enter into supplemental agreement and pay the relevant additional stamp duty and legal fees, and comply with the requirements (if any) imposed by the Vendor in its absolute discretion.

3. In the event of this tender being accepted in accordance with the Tender Notice on or before the date specified in 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 and cheque(s) for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor:

- (i) cashier's order (No(s). \_\_\_\_\_) issued by \_\_\_\_\_ in favour of "Kao, Lee & Yip Solicitors" for the amount of HK\$50,000 ; and

- (ii) cheque(s) made payable to "Kao, Lee & Yip Solicitors" in the sum equivalent to 5% of the Purchase Price less the amount of the cashier's order submitted under paragraph 4(a)(i) above

- (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;
- (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). the measurements of the Property (in the form annexed to the Tender Notice) duly completed by me/us;
- (f). a Declaration by Purchaser in relation to Intermediary (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (g). a Warning to Purchasers (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (h). a Declaration of Relationship (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (i). a Personal Information Collection Statement (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (j). an Acknowledgement Letter (regarding Fire Safety of Open Kitchen) (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (k). an Acknowledgement Letter regarding Home Automation Devices Benefit (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (l). an Acknowledgement Letter regarding Location of Furniture in the Unit (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (m). an Acknowledgement Letter relating to Alteration to Building Plans (in the form annexed to the Tender Notice) duly completed and signed by me/us (if applicable); and
- (n). an Acknowledgement Letter regarding Stamp Duty Payment Benefit (in the form annexed to the Tender Notice) duly completed and signed by me/us.

5. I/We expressly agree that dispatch of the 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 by the Vendor or by collection by the estate agent authorized by me/us under the Letter of authorization for collection of documents relating to the purchase of the Property to collect documents for and on behalf of me/us 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.

Dated this                      day of                      .

Name of Tenderer : \_\_\_\_\_

Signature(s) of Tenderer/  
Name(s) and Signature(s) of  
Authorized Signatory(ies) 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 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: \_\_\_\_\_

## 臨時買賣合約

**PRELIMINARY AGREEMENT FOR SALE AND PURCHASE**

（“本臨時合約”）

（“this Preliminary Agreement”）

合約編號

日期

Contract No. : \_\_\_\_\_

Date: \_\_\_\_\_

1.	賣方 Vendor:	STAR VALUE INVESTMENTS LIMITED 星樺投資有限公司 香港中環遮打道 18 號歷山大廈 25 樓 2501 室 Room 2501, 25/F., Alexandra House, 18 Chater Road, Central, Hong Kong			
2.	賣方律師 Vendor's Solicitors:	高李葉律師行 香港中環置地廣場告羅士打大廈 17 樓 KAO, LEE & YIP SOLICITORS 17th Floor, Gloucester Tower, The Landmark, Central, Hong Kong			
3.	買方 Purchaser:	英文姓名 Name in English	中文姓名 Name in Chinese	*香港身份證/護照/商業登記證號碼 *HKID Card / Passport / Business Registration No(s). *請將不適用者刪去 Delete as appropriate	
		(1) _____	(1) _____	_____	
		(2) _____	(2) _____	_____	
		(3) _____	(3) _____	_____	
		(4) _____	(4) _____	_____	
通訊 / 註冊地址 Correspondence / Registered Address(es) :					
電話號碼 Telephone No(s):					
4.	發展項目名稱及地址（“該發展項目”）：香港鴨脷洲平瀾街 8 號弦岸（此臨時門牌號數有待發展項目建成時確認） Name and Address of the development (“the Development”): ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (The provisional street number is subject to confirmation when the Development is completed)				
5.	物業（“本物業”）的資料 Details of the property （“the Property”）:	發展項目 Development  弦岸 ARUNA	座 Block  不適用 Not Applicable	樓 Floor	單位 Flat
6.	付款條款 Terms of Payment:	付款計劃 Payment Plan _____  (a) 本物業的售價為 The purchase price of the Property is: 港幣 _____ 元（“售價”），並須由買方按以下方式付予賣方:- HK\$ _____ (“Purchase Price”), which shall be paid by the Purchaser to the Vendor in the manner as follows:-  (b) 臨時訂金為數:			



		<p>Preliminary deposit in the sum of:  港幣 _____ 元 (即售價的 5%) 的臨時訂金, 須於簽署本臨時合約時支付。  HK\$ _____, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement.</p> <p>(c) 再付訂金為數:  Further deposit in the sum of:  港幣 _____ 元須於買方簽署正式合約 (定義見下文) 時支付。  HK\$ _____ shall be paid upon the execution of the Agreement (defined below) by the Purchaser.</p> <p>(臨時訂金連同再付訂金 (如有) 構成售價之訂金)  (The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price)</p> <p>(d) 次期付款為數:  Further payment in the sum of:  港幣 _____ 元須於 _____ 或之前支付。  HK\$ _____ shall be paid on or before _____.</p> <p>(e) 次期付款為數:  Further payment in the sum of:  港幣 _____ 元須於 _____ 或之前支付。  HK\$ _____ shall be paid on or before _____.</p> <p>(f) 次期付款為數:  Further payment in the sum of:  港幣 _____ 元須於 _____ 或之前支付。  HK\$ _____ shall be paid on or before _____.</p> <p>(g) 售價餘款為數:  Balance of Purchase Price in the sum of:  港幣 _____ 元須於 _____ 或之前支付或  HK\$ _____ shall be paid on or before _____ or  在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內付清, 以較早者為準。  within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.</p> <p>(h) 本物業的買賣須在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內,於辦公時間 (即指由上午 10 時起至同日下午 4 時 30 分為止期間) 內, 在賣方律師的辦事處完成。  The sale and purchase of the Property shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.</p> <p>(i) 所有款項須以銀行本票或律師樓支票支付, 抬頭人須寫「高李葉律師行」。  All payments shall be paid by Cashier's Orders or solicitors' cheques drawn in favour of "KAO, LEE &amp; YIP SOLICITORS".</p>
7.	正式合約 The Agreement:	按訂約雙方的意向, 本臨時合約將會由一份買賣合約 ("正式合約") 取代, 正式合約須:- It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed:-  (a) 由買方於 _____ (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立; 及 by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and  (b) 由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。 by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
8.	其他附帶條款 Other Terms and Conditions:	本臨時合約受下文其他附帶條款所約束。 This Preliminary Agreement is subject to the Other Terms and Conditions below.
9.	買方聲明 The Purchaser's Certification:	茲證明上述的購買乃由 _____ 所促成。 The Purchaser certify(ies) that the above purchase is introduced by _____.

\* 請將不適用者刪去 Delete as appropriate

上述所列臨時訂金港幣  
以銀行過數作實。

元經已收妥此據交來支票/本票,

Received the preliminary deposit in the sum of HK\$ \_\_\_\_\_ (Cheque / Cashier Order, subject to bank clearance).

	銀行名稱 Name of the Bank	支票/本票號碼 Cheque / Cashier Order No.:	港幣 HK\$
1			
2			
3			
4			
經手收票人 Received By:			

### Other Terms and Conditions

#### 其他附帶條款

1. 在本臨時合約中：-

In this Preliminary Agreement :-

(a) “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；

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

(b) “工作日”具有該條例第 2(1) 條給予該詞的涵義；

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

(c) 第 4 條所指的附表 I (a) 的項目的樓面面積，按照該條例第 8(3) 條計算；及

the floor area of an item under item (a) of Schedule I referred to in clause 4 is calculated in accordance with section 8(3) of that Ordinance; and

(d) 第 4 條所指的附表 I(b) 的項目的面積，按照該條例附表 2 第 2 部計算。

the area of an item under item (b) of Schedule I referred to in clause 4 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

2. 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。

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

3. 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:-

If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-

(a) 本臨時合約即告終止；

this Preliminary Agreement is terminated;

(b) 買方支付的臨時訂金，即被沒收歸於賣方；及

the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and

(c) 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。

the Vendor does not have any further claim against the Purchaser for the failure.

4. 本物業的量度尺寸，即(a)本物業的實用面積及(b)其他量度尺寸見附表 I。

The measurements of the Property, namely, (a) the saleable area of the Property and (b) other measurements, are as in Schedule I.

5. 本物業買賣所包括的裝置、裝修物料及設備見附表 II。

The sale and purchase of the Property includes the fittings, finishes and appliances as in Schedule II.

6. 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。

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.

7. 買方已確認收到第 8 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。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 8 and fully understands its contents.
8. 就第 7 條而言，“對買方的警告”內容如下：  
For the purposes of clause 7, the following is the “Warning to Purchasers”:
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
- (c) **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
9. (a)  
買方可隨時前往賣方律師樓細閱有關正式合約的草稿，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。  
A draft of the Agreement is available for the Purchaser’s perusal at the office of the Vendor’s solicitors and the Purchaser is deemed to have full notice of the content thereof and shall not request any alteration thereof.
- (b)  
買方需於本臨時合約之簽署日期之後五個工作日內攜帶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到上述賣方律師辦公地點辦理下列手續:(i)簽署賣方律師所訂定之正式合約，合約內容買方不能更改，(ii)交付根據本臨時合約付款條款所述到期應付之款項，並(iii)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。  
The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor’s solicitors mentioned above 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 (i) sign the Agreement in such standard form as prepared by the Vendor’s solicitors which the Agreement shall not be altered by the Purchaser, (ii) make further payment in accordance with the Terms of Payment as specified in this Preliminary Agreement, and (iii) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.
10. 買方須於正式合約中與賣方作出協議如下：如其後以合約或以任何各種形式取消正式合約，賣方有權保留臨時訂金作為其同意取消正式合約的代價(並不為罰金)及買方須承擔繳付賣方因取消本物業的買賣而產生之所有律師費、收費及代墊付費用(包括如須繳付之印花稅)。  
The Purchaser shall agree with the Vendor in the Agreement to the effect that: the Vendor shall be entitled to keep the preliminary deposit if the Agreement is later cancelled by a cancellation agreement or in any way whatsoever as consideration for its agreeing to cancel the Agreement (not as penalty) in addition to payment by the Purchaser of all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
11. 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。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

12. 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。

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

13. 土地註冊署的登記費、正式合約及轉讓契之圖則費、樓契核證副本費用、所有有關本臨時合約、正式合約及/或轉讓契之印花稅(包括但不限於從價印花稅、額外印花稅及買家印花稅)、為申請以較低稅率(第 2 標準)繳納從價印花稅及/或豁免買家印花稅而須作出的任何法定聲明的費用及有關草擬、登記及完成該發展項目大廈公契及管理合約(“大廈公契”)及夾附於大廈公契的圖則之適當比例費用一概由買方承擔及繳付。

The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for preparing certified copies of title deeds, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty and the buyer's stamp duty) payable on this Preliminary Agreement, the Agreement and/or the subsequent Assignment, the costs of any statutory declaration required for application for charging ad valorem stamp duty at lower rates (Scale 2) and/or exemption of buyer's stamp duty, and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement of the Development (“DMC”) and the plans to be attached to the DMC shall also be borne and paid by the Purchaser solely.

14. 買方需承擔所有有關擬備、簽訂、完成交易、加蓋印花及登記本臨時合約、正式合約及轉讓契及按揭(如有)的律師費及代墊付費用。若買方亦聘用賣方律師代表買方購買本物業, 賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。如買方聘請其他律師而非由賣方代表律師負責處理正式合約及/或轉讓契事宜, 則買賣雙方須負擔及支付各自的有關律師費和雜費。

All legal costs and disbursements of and incidental to the preparation, execution, completion, stamping and registration of this Preliminary Agreement, the Agreement and the Assignment to the Purchaser and mortgage (if any) shall be borne and paid by the Purchaser solely. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser provided that if the Purchaser instructs a firm of Solicitors of his choice other than the Vendor's Solicitors to act for him in the Agreement and/or the Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' costs and disbursements of and incidental to the Agreement and the Assignment.

15. 賣方保留於其認為有需要時, 改動本物業及/或該發展項目的建築圖則的權利。但如上述改動在任何方面影響本物業, 賣方須於建築事務監督批准上述改動後的 14 日內將該項改動以書面通知買方。

The Vendor hereby reserves the right to alter the building plans in respect of the Property and/or the Development whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority.

16. 本物業乃屬《印花稅條例》(第 117 章)第 29A(1)條所指的住宅物業。

The Property is residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance (Cap.117).

17. 買賣雙方同意於正式合約中列出《印花稅條例》第 29B(5)項所需之資料。

The Vendor and the Purchaser shall execute the Agreement containing the matters specified in section 29B(5) of the Stamp Duty Ordinance.

18. 買方須在本物業的收樓之前, 按照正式合約及大廈公契規定向賣方(如賣方已經向管理公司繳付任何有關款項)或管理公司預繳管理費上期, 及繳付管理費按金、泥頭清理費、特別基金及其他按金 / 基金等。

The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor (if any of the relevant payment shall have already been paid by the Vendor to the management company) or the management company advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC.

19. 如買方或任何人代表買方在未簽署正式合約前已將本臨時合約登記於土地註冊處登記冊內, 賣方有權單方面簽署及登記一備忘錄將本臨時合約之登記從土地註冊處登記冊中之登記或記錄刪除或取消。

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, the Vendor shall have the rights to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

20. (a) 謹此同意及聲明本臨時合約只屬於買方個人所有。除第 20 條(b)分條另有規定外, 只有簽署本臨時合約的人士方可簽署正式合約。

It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of sub-clause (b) of this Clause 20, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.

(b)

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，除非該名獲授權人具有有效的授權書(其在內容及形式上必須令賣方滿意)。

No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except a named attorney with a valid Power of Attorney which must be both in substance and in form satisfactory to the Vendor.

(c)

買方為公司者，須由相同之董事簽署本臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。

Where the Purchaser is a company, this Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.

21. 若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。  
The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
22. 任何本臨時合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後第一個工作日。  
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
23. 本臨時合約取代雙方過往所有之談判、申述、理解及協議。  
This Preliminary Agreement supersedes all prior negotiations, representations, understandings and agreements of the parties hereto.
24. 在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。  
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
25. 本臨時合約內所規定之時間或期限乃本臨時合約之要素，均須嚴格遵守。  
Time shall in every respect be of the essence of this Preliminary Agreement.
26. 買方之通訊或註冊地址或電話號碼如有任何更改，須立即以書面通知賣方。  
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence/registered address or telephone number.
27. (a)  
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（“合約（第三者權利）條例”）強制執行本臨時合約下任何條款，並且同意排除《合約（第三者權利）條例》對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。  
Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
- (b)  
本條第(a)款只適用於以下情況而本合約的條款亦只在以下情況下才不在《合約（第三者權利）條例》的適用範圍內：就是說，在排除《合約（第三者權利）條例》對該項條款的適用時，並無違反《一手住宅物業銷售條例》（第 621 章）的情況下。  
Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c)  
若本臨時合約任何條款因上述第(b)款的規定沒有從《合約（第三者權利）條例》的適用範圍內排除，而第三者（在《合約（第三者權利）條例》定義）可依據《合約（第三者權利）條例》強制執行任何該等條款時：  
If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷（倘若撤銷權存在），而《合約（第三者權利）條例》第 6(1)條將不適用於本臨時合約；及  
this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

- (ii) 賣方和買方依據《合約（第三者權利）條例》第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。  
notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

28. 倘若本臨時合約中英文版本有差異，以英文版本為準。

In the event of any discrepancy between the English and Chinese versions of this Preliminary Agreement, the English version shall prevail.

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.

買方已細閱本臨時合約，並完全明白及同意其內容。

賣方 For and on behalf of the Vendor

買方 The Purchaser

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授權簽署 Authorized Signature(s)

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簽署 Signature(s)

附表 I - 本物業的量度尺寸

Schedule I - The measurements of the Property

本物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (此臨時門牌號數有待發展項目建成時確認)

The Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau (The provisional street number is subject to confirmation when the Development is completed)

本物業的量度尺寸如下：

The measurements of the Property are as follows:

(a) 本物業的實用面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎\*[ 其中一]  
 the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet \*[of which—]

\*[ \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎為露台的樓面面積]；  
 \*[ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the balcony]；  
 \*[ \_\_\_\_\_ 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 utility platform]；  
 \*[ \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎為陽台的樓面面積]；及  
 \*[ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the verandah]； and

(b) 其他量度尺寸為—：  
 other measurements are —

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

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

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

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

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

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

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

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

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

\*[ 庭院的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎]。  
 \*[ the area of the yard is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet].

\*Delete as appropriate.

\*將不適用者刪去。

附表 II - 裝置、裝修物料及設備  
Schedule II - Fittings, Finishes and Appliances

Flat A, B, C, D and E on 5/F to 12/F, 15/F to 23/F, 25/F to 28/F.

**Interior Finishes**

Internal wall and ceiling	<p>Internal wall of living room and dining room finished with emulsion paint, plastic laminate and metal; Bedroom finished with emulsion paint; and Ceiling finished with emulsion paint and partly equipped with gypsum board ceiling bulkhead finished with emulsion paint.</p> <p>Except those flats set out below – <b><u>Flat C on 5/F-28/F</u></b> Internal wall of living room and dining room finished with emulsion paint, plastic laminate and metal; and Ceiling finished with emulsion paint and partly equipped with gypsum board ceiling bulkhead finished with emulsion paint.</p>
Internal floor	<p>Floor of living room and dining room finished with tiles flooring along with timber and metal skirting; and Bedroom finished with tiles flooring along with timber skirting.</p> <p>Except those flats set out below – <b><u>Flat C on 5/F-28/F</u></b> Floor of living room and dining room finished with tiles flooring along with timber and metal skirting.</p>
Bathroom	<p>Walls where exposed finished with tiles that run up to false ceiling level; Floor where exposed finished with tiles and reconstituted stone; and False ceiling finished with gypsum board false ceiling finished with emulsion paint.</p>
Kitchen	<p>Walls where exposed finished with tiles, plastic laminate and metal that run up to false ceiling level; Floor where exposed finished with tiles flooring; Ceiling finished with emulsion paint and partly equipped with gypsum board ceiling bulkhead finished with emulsion paint; and Cooking bench finished with solid surface material.</p>



## Interior Fittings

<p>Doors</p>	<p><b>Main entrance of the residential property</b> Fire rated solid core timber door finished with plastic laminate, timber veneer and metal, fitted with electronic lockset, concealed door closer, door viewer, door stopper and door hinges.</p> <p><b>Master bedroom (except Flat A on 5/F-28/F)</b> Hollow core timber door finished with plastic laminate, fitted with lockset, door hinges and door stopper.</p> <p><b><u>Flat A on 5/F-28/F Master bedroom</u></b> Hollow core timber door finished with plastic laminate, fitted with lockset and sliding door track.</p> <p><b>Bathroom (except Flat A on 5/F-28/F)</b> Hollow core timber door finished with plastic laminate, fitted with timber louvre, lockset, door hinges and door stopper.</p> <p><b><u>Flat A on 5/F-28/F Bathroom</u></b> One hollow core timber door finished with plastic laminate, fitted with lockset and sliding track; and One hollow core timber door finished with plastic laminate, fitted with timber louvre, lockset, door hinges and door limiter.</p> <p><b>Balcony and Utility Platform (except Flat A, D &amp; E on 5/F)</b> Aluminium framed sliding glass door finished with fluorocarbon coated aluminium frame, fitted with lockset and sliding door track.</p> <p><b><u>Flat Roof for Flat A, D &amp; E on 5/F</u></b> Aluminium framed sliding glass door finished with fluorocarbon coated aluminium frame, fitted with lockset and sliding door track.</p>
<p>Bathroom</p>	<p>Timber basin cabinet finished with plastic laminate and metal with natural stone basin countertop; Timber hanging cabinet finished with plastic laminate, timber frame, metal, mirror and natural stone; Fittings included brass wash basin mixer, vitreous china water closet, and plastic concealed cistern; and Appliances included stainless steel paper holder, zinc alloy curtain rod and zinc alloy hook.</p> <p><b>Type and material of water supply system</b> Copper water pipes with thermal insulation for cold supply and hot water supply system; and UPVC pipes are used for flushing water system.</p>

Bathroom (Cont'd)	<b>Type and material of bathing facilities (including shower or bathtub, if applicable)</b> Clear tempered glass shower compartment with natural stone shelf, fitted with zinc alloy and acrylonitrile butadiene styrene shower set.
Kitchen	Fitted with stainless steel sink unit; Water supply system via copper tube, copper water pipes for both hot and cold water; Timber cabinet with timber cabinet door finished with plastic laminate, lacquer, metal and solid surface material; and All units with Open Kitchen are fitted with sprinkler heads in the Open Kitchen and smoke detectors near Open Kitchen.

### Appliances

Appliances	<p><b>Open Kitchen</b> Provided with telescopic hood, induction hob, combi steam oven, refrigerator, washer dryer and network router.</p> <p><b>Bathroom</b> Provided with thermo ventilator, exhaust air fan and electrical water heater.</p> <p><b>Living Room and Dining Room</b> Provided with Home Automation System Gateway, multi-split type air-conditioner indoor unit or single-split type air-conditioner indoor unit.</p> <p><b>Master Bedroom (except Flat C on 5/F-28/F)</b> Provided with multi-split type air-conditioner indoor unit.</p>
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Remark:

13/F, 14/F, 24/F are omitted.

**LIST OF GIFTS, FINANCIAL ADVANTAGE OR BENEFITS**

Part I

1. Depending on the gifts, financial advantage or benefits selected by the Purchaser(s) in his/her/its Form of Tender, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser(s) by the Vendor. The Vendor's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Formal Agreement for Sale and Purchase is terminated or cancelled for whatever reason.
2. According to Hong Kong Monetary Authority's guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser(s) in connection with the purchase of a first-hand residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank, and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
3. All the gifts, financial advantage or benefits to be made available to the Purchaser(s) are personal to the said Purchaser(s) and the said Purchaser(s) shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser(s) is entitled to those gifts, financial advantage or benefits. The Vendor also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser(s).

Part II

(A) Home Automation Devices Benefit

If the Purchaser signs the preliminary agreement for sale and purchase ("PASP") to purchase a residential property listed in the relevant tender document and signs the agreement for sale and purchase ("ASP") in accordance with the PASP and fully settles the Purchase Price, the Home Automation Devices (collectively "Gift") as per the table below hereto will be provided in the residential property and will be handed over by the Vendor to the Purchaser(s) upon completion of the sale and purchase of the residential property under the ASP ("Completion"). The provision of Gift is subject to other terms and conditions.

Schedule

Descriptions	Quantity	Flat
Magic Dot	1	Applicable to Flat C only

Magic Dot	2	Applicable to Flats A, B, D and E only
Temperature and Humidity Sensor	1	Applicable to all residential units
Google Nest Mini	1	Applicable to all residential units
Wi-Fi 6 Dual-band Mesh System	1	Applicable to all residential units

#### (B) Stamp Duty Payment Benefit

The Vendor will pay for the Purchaser(s) of the Tendered Property such amount of ad valorem stamp duty, which shall be the lower of (1) 3% of the Purchase Price and (2) the amount of ad valorem stamp duty payable on the ASP of the property concerned charged by the Stamp Office of Hong Kong ("Stamp Office"). The excess amount of the ad valorem stamp duty (if any) shall be borne by the Purchaser(s). Where the Purchaser(s) own(s) any other residential property in Hong Kong (the "original property") at the time of his signing of this Tender Document and subsequently sells the original property and then applies to the Stamp Office for refund of part of the ad valorem stamp duty paid, the Purchaser(s) is/are not required to reimburse any part of the refund amount to the Vendor. If the sale and purchase of the Tendered Property is not completed for any reason, or the ASP is cancelled or terminated for any reason, the ad valorem stamp duty paid by the Vendor and refunded from the Stamp Office shall be returned to the Vendor. The abovementioned Stamp Duty Payment Benefit is subject to other terms and conditions.

#### (C) Standby First Mortgage Loan ("First Mortgage Loan")

The Purchaser can apply for First Mortgage Loan from the Vendor's designated financing company. Key terms are as follows:

1. The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan in not less than 60 days before the date of full settlement of the balance of the Purchase Price as specified in the ASP or the estimated material date for the Development in the ASP (whichever is earlier).
2. In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan amount and/or the interest rate.
3. The First Mortgage Loan shall be secured by a first equitable mortgage and/or first legal mortgage over the residential property.
4. The maximum amount of First Mortgage Loan is 80% of the Purchase Price.
5. Interest rate of the First Mortgage Loan for the first and second years shall be at the Prime Rate (P) quoted by the designated financing company from time to time minus 1% per annum (P-1%) (currently P=5.75%), interest rate of the First Mortgage Loan for the third year shall be at the Prime Rate (P) quoted by the designated financing company from time to time, thereafter at the Prime Rate (P) quoted by the designated financing company from time to time plus 1% per annum (P+1%), subject to fluctuation. The final interest rate is subject to the approval of the designated financing company. Prime Rate is quoted by the designated financing company from time to time.
6. The maximum tenor of First Mortgage Loan shall be 25 years.
7. The Purchaser shall repay the First Mortgage Loan by monthly installments.

8. The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request by the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
9. The First Mortgage Loan shall be approved by the designated financing company independently.
10. All legal documents of First Mortgage Loan shall be handled by the designated financing company's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
11. The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full Purchase Price of the residential property in accordance with the ASP.
12. The First Mortgage Loan is subject to other terms and conditions as determined by the designated financing company and the relevant transaction documents.
13. No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.
14. Notice is hereby given that the Vendor is not involved in the arrangement of the First Mortgage Loan mentioned above. The arrangement of the First Mortgage Loan is provided or procured to the Purchaser by the designated financing company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the First Mortgage Loan.
15. Only individual Purchaser(s) are eligible to apply for the First Mortgage Loan.

**本物業的量度尺寸**  
**The measurements of the Property**

本物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_5\_\_ 樓 \_\_A\_\_ 單位 (此臨時門牌號數有待發展項目建成時確認)

The Property: Flat \_\_A\_\_ on \_\_5th\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau (The provisional street number is subject to confirmation when the Development is completed)

本物業的量度尺寸如下：

The measurements of the Property are as follows:

(a) 本物業的實用面積為 25.961 平方米／ 279 平方呎\*[, 其中—]; 及  
the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet \*[of which—]; and

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

\*[ 平台的面積為 34.352 平方米／ 370 平方呎]。  
\*[ the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet].

\*Delete as appropriate.

\*將不適用者刪去。

買方確認並簽署

Confirmed and Signed by the Purchaser(s) :

\_\_\_\_\_

日期

Date:

\_\_\_\_\_

**本物業的量度尺寸**  
**The measurements of the Property**

本物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_5\_\_\_ 樓 \_\_\_D\_\_\_ 單位 (此臨時門牌號數有待發展項目建成時確認)

The Property: Flat \_\_\_D\_\_\_ on \_\_\_5th\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau (The provisional street number is subject to confirmation when the Development is completed)

本物業的量度尺寸如下：

The measurements of the Property are as follows:

(a) 本物業的實用面積為 21.777 平方米／ 234 平方呎\*[, 其中—]; 及  
the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet \*[of which—]; and

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

\*[ 平台的面積為 12.782 平方米／ 138 平方呎]。  
\*[ the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet].

\*Delete as appropriate.

\*將不適用者刪去。

買方確認並簽署

Confirmed and Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_

**本物業的量度尺寸**  
**The measurements of the Property**

本物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_5\_\_\_ 樓 \_\_\_E\_\_\_ 單位 (此臨時門牌號數有待發展項目建成時確認)

The Property: Flat \_\_\_E\_\_\_ on \_\_\_5th\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau (The provisional street number is subject to confirmation when the Development is completed)

本物業的量度尺寸如下：

The measurements of the Property are as follows:

(a) 本物業的實用面積為 21.981 平方米／ 237 平方呎\*[, 其中—]; 及  
the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet \*[of which—]; and

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

\*[ 平台的面積為 6.111 平方米／ 66 平方呎]。  
\*[ the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet].

\*Delete as appropriate.

\*將不適用者刪去。

買方確認並簽署

Confirmed and Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_



**買方有關中介人聲明**  
**Declaration by Purchaser in relation to Intermediary**

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

買方 \_\_\_\_\_ (1) \*香港身份證/護照/商業(1) \_\_\_\_\_  
Purchaser(s): \_\_\_\_\_ (2) 登記證號碼 (2) \_\_\_\_\_  
\_\_\_\_\_ (3) \*HKID/Passport/Business (3) \_\_\_\_\_  
\_\_\_\_\_ (4) Registration No(s) (4) \_\_\_\_\_

中介人名稱 (公司名稱)  
Intermediary Name (Company Name): \_\_\_\_\_

地產代理姓名 (個人) \_\_\_\_\_ 地產代理 (個人) 牌照號碼 \_\_\_\_\_  
Name of Estate Agent \_\_\_\_\_ Estate Agent's (Individual) \_\_\_\_\_  
(Individual): \_\_\_\_\_ Licence No.: \_\_\_\_\_

中介人於今天介紹了買方給賣方，  
並由買方直接與賣方辦理了購買及交付臨時訂金手續和由買方直接與賣方簽署了下列的臨時買賣合約購買該物業。  
The Intermediary has introduced the Purchaser(s) to the Vendor today and the Purchaser has purchased the Property, paid the preliminary deposit thereof and directly entered into with the Vendor the following Preliminary Agreement for Sale and Purchase for the purchase of the Property.

合約編號  
Contract No. : \_\_\_\_\_

本人/我們，即買方，謹此確認及聲明如下：  
I/We, as the Purchaser, hereby acknowledge and declare the following:

1. 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。  
The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
2. 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約中的條款和條件進行。  
The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
3. 除更改買賣合約、提供資料及文件副本等手續費外，賣方並無直接或間接，亦無授權任何其公司職員直接或間接向買方或中介人收取該物業的售價以外任何利益、費用或佣金。買方如遇任何人士以賣方的僱員之名義向其索取任何利益(不論是以金錢或其他形式)時，買方應速向廉政專員公署(ICAC)舉報。  
The Vendor has not and has not authorised any of its staff to collect directly or indirectly from the Purchaser(s) or the Intermediary any benefits, fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If any person(s) allege(s) to be the staff of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s), the Purchaser(s) should report promptly to the Independent Commission Against Corruption (ICAC).
4. 本人/我們不反對賣方支付佣金予中介人。  
I/We have no objection to the Vendor paying commission to Intermediary.
5. 倘若本聲明中英文文本有任何差異，以英文文本為準。  
In the event of any discrepancy between the English and Chinese versions of this Declaration, the English version shall prevail.

\* 請將不適用者刪去 Delete as appropriate

買方確認並簽署

Confirmed and Signed by the Purchaser(s) :

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日期 Date:

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**對買方的警告**  
**WARNING TO PURCHASERS**

**買方請小心閱讀**  
**PLEASE READ CAREFULLY**

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」)(此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau (the “Property”) (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司

Vendor: STAR VALUE INVESTMENTS LIMITED

買方	(1)	*香港身份證/護照/商業登(1)	_____
Purchaser(s):	(2)	記證號碼	(2) _____
	(3)	*HKID/Passport/Business	(3) _____
	(4)	Registration No(s):	(4) _____

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

\*請將不適用者刪去 Delete as appropriate

我/我們已收到此警告之副本及完全明白此警告之內容。

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

Dated this \_\_\_\_\_ day of  
公曆 年 月 日

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

**關係申報**  
**Declaration of Relationship**

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

賣方的控權公司 (1) Captain Win Limited  
Holding Companies of (2) 莊士中國地產有限公司 Chuang's China Realty Limited  
the Vendor: (3) 莊士中國投資有限公司 Chuang's China Investments Limited  
(4) Profit Stability Investments Limited  
(5) 莊士機構國際有限公司 Chuang's Consortium International Limited

買方	(1)	_____	*香港身份證/護照/商業登(1)	_____
Purchaser(s):	(2)	_____	記證號碼	(2) _____
	(3)	_____	*HKID/Passport/Business	(3) _____
	(4)	_____	Registration No(s):	(4) _____

\* 請將不適用者刪去 Delete as appropriate

請於表格中適用的方格填上“✓”或“X”以確認存在或不存在相關關係。 Please put “✓” or “X” in the appropriate box to indicate the existence or absence of the relationship(s) concerned.		買方編號			
		Purchaser(s) No.			
		(1)	(2)	(3)	(4)
A.	就《一手住宅物業銷售條例》(第 621 章)而言, 我/我們現確認我/我們不是賣方的有關連人士。 For the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621), I/We hereby confirm that I/We am/are not a related party to the Vendor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	我/我們現確認我/我們是賣方的有關連人士。 I/We hereby confirm that I/We am/are a related party to the Vendor. 我/我們現進一步確認, 我/我們是: I/We hereby further confirm that I/We am/are:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	賣方的董事 a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的董事的父母 a parent of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的董事的配偶 a spouse of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的董事的子女 a child of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的經理 a manager of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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 a private company of which such a director, parent, spouse, child or manager is a director or shareholder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的有聯繫法團或控股公司 an associate corporation or holding company of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
上述有聯繫法團或控股公司的董事 a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

上述有聯繫法團或控股公司的董事的父母 a parent of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
上述有聯繫法團或控股公司的董事的配偶 a spouse of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
上述有聯繫法團或控股公司的董事的子女 a child of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
上述有聯繫法團或控股公司的經理 a manager of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

除買賣雙方以外，並無其他人士有權按香港法例第 623 章《合約（第三者權利）條例》強制執行本聲明的條款及細則，或享有本聲明的條款及細則下的利益。

No person other than the Vendor and Purchaser(s) will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the terms and conditions under this declaration.

若本聲明的中英文版本有任何差異，概以英文版本為準。

In case of inconsistencies between the English and Chinese versions of this declaration, the English version shall prevail.

本人／我們確認上述資料完整及正確，並承諾如上述資料於簽署正式買賣合約之時或以前有任何改變，將立即以書面通知賣方。

I/We hereby confirm that the above information is complete and correct. I/We also undertake to forthwith notify the Vendor in writing if there is any change on the above information on or before the signing of the formal Agreement for Sale and Purchase.

買方確認並簽署

Confirmed and Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_

**個人資料收集聲明**  
**Personal Information Collection Statement**

物業： 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位（「該物業」）（此臨時門牌號數有待發展項目建成時確認）  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業登(1)	_____
Purchaser(s):	(2)	記證號碼	_____
	(3)	*HKID/Passport/Business	_____
	(4)	Registration No(s):	_____
			_____

\* 請將不適用者刪去 Delete as appropriate

**1. 收集閣下的個人資料**

**Collection of Your Personal Information**

本聲明列出賣方、賣方已委任的代理(包括賣方律師)及其聯繫公司(下稱「賣方」)收集閣下個人資料的用途、閣下就賣方使用閣下的個人資料而同意的事項，以及閣下根據《個人資料（私隱）條例》（第 486 章）（「條例」）享有的權利。

This Personal Information Collection Statement sets out the purposes for which your Personal Data will be used following collection, what you are agreeing to with respect to the Vendor, the agency appointed by the Vendor (including the Vendor's Solicitors), and their associated companies (the "Vendor") use of your personal data and your rights under the Personal Data (Privacy) Ordinance (Cap. 486) ("Ordinance").

**2. 閣下資料可能被用作的用途**

**Purposes for which Your Information may be used**

賣方需要買方的個人資料，例如姓名、電話號碼、住宅/郵寄地址作不同用途，包括處理物業買賣相關事宜、為買方提供服務及遵守法律的規定。

The Vendor needs the personal data of the Purchaser such as name, telephone number and home/postal address for purposes including: dealing with matters relating to the sale and purchase of the Property, providing services to the Purchaser and meeting requirements imposed by law.

**3. 轉移閣下資料**

**Transfer of Your Information**

賣方在任何時候都會將買方的個人資料保密，惟賣方可能將買方的個人資料，就上述一項或多項用途向莊士中國投資有限公司及其附屬公司，及/或任何適當的政府或監管機構作出披露和移轉。

The Vendor will keep the personal data of the Purchaser confidential at all times, but the Vendor may disclose and transfer such personal data to Chuang's China Investments Limited and their subsidiary companies and/or any appropriate government or regulatory authorities for one or more of the purposes specified above.

**4. 查閱及改正閣下資料**

**Access to and Correction of Your Information**

閣下有權根據條例中的條款要求查閱及更正閣下的資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港中環遮打道 18 號歷山大廈 25 樓 2501 室。根據條例中的條款，我們有權就處理及遵守閣下的查閱資料要求收取合理費用。

You have the right to request access to and correction of your information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at Room 2501, 25/F., Alexandra House, 18 Chater Road, Central, Hong Kong. In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

## 5. 在直接促銷中使用閣下資料

### Use of Your Information in Direct Marketing

另賣方擬使用買方於臨時買賣合約及其他就該物業買賣的相關文件中所提供的個人資料（只限姓名、電話號碼、住宅/郵寄地址）透過電話及/或郵寄方式向買方進行直接促銷（僅限於提供關於地產物業或租務的資料和更新）。賣方亦可能與莊士中國投資有限公司的任何成員公司及其附屬公司共享買方的個人資料作地產物業或租務的直接促銷用途。如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，請在以下空格加上「✓」，然後簽署，行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以上「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

In addition, the Vendor intends to use the personal data (but limited to name, telephone number, home/postal address) as provided in Preliminary Agreement for Sale and Purchase and other documents in relation to the sale and purchase of the Property to conduct direct marketing (restricted to providing information and updates relating to real estate properties and leasing matters) to the Purchaser via phone calls and/or by post. The Vendor may also share such personal data with any member company in Chuang's China Investments Limited and their subsidiary companies for direct marketing activities in relation to real estate properties and leasing matters. If you do NOT wish us to use your information in direct marketing or provide your information to other persons for their use in direct marketing as described above, please tick 「✓」 the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and Correction of Your Information" section above to opt out from direct marketing at any time.

- 買方不同意就上文所述使用及共享買方的個人資料作直接促銷用途。

The Purchaser(s) does not agree to the use or sharing of personal data for direct marketing purposes as stated above.

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_

## 確認函 (有關開放式廚房消防安全)

### Acknowledgement Letter (regarding Fire Safety of Open Kitchens)

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

買方	(1)	_____	*香港身份證/護照/商業登	(1)
Purchaser(s):	(2)	_____	記證號碼	(2)
	(3)	_____	*HKID/Passport/Business	(3)
	(4)	_____	Registration No(s):	(4)

\* 請將不適用者刪去 Delete as appropriate

1. 本人/我們為該物業的買方，現確認本人/我們明白該物業屬於設有開放式廚房之住宅單位(以下簡稱「開放式廚房單位」)，而根據發展項目的公共契約及管理合約的最新擬稿(以下簡稱「該公契」)的規定，開放式廚房單位的業主須遵守該公契的規定，以自費方式履行及遵守該公契內消防處核准或接受的有關發展項目開放式廚房設計的消防安全管理計劃(以下簡稱《消防安全管理計劃》)及該公契的相關條文。

I/We am/are the purchaser(s) of the Property. I/We hereby acknowledge that I/We am/are aware of and understand that the Property is a residential unit containing open kitchen (the "Open Kitchen Unit") and according to the latest draft of the Deed of Mutual Covenant incorporating Management Agreement of the Development (the "DMC"), owner(s) of the Open Kitchen Unit(s) shall comply with the DMC and shall, at their own costs and expenses, comply with the fire safety management plan for open kitchen design in respect of the Development approved or accepted by the Fire Services Department ("the Fire Safety Management Plan") therein and the relevant clauses of the DMC.

2. 本人/我們現確認本人/我們明白本人/我們須遵守和履行以下規定:

I/We hereby acknowledge that I/We am/are aware of and understand that I/We am/are required to observe and perform the followings requirements:

- (a) 除非事前獲得屋宇署、消防處、發展項目的管理人(以下簡稱「管理人」)及所有有關政府機關的書面批准，否則不得改裝、移除、阻礙或以其他方式致使置於其開放式廚房單位內、於其開放式廚房單位外的大堂或走廊的煙霧偵察器失效；  
not to alter, remove or obstruct or otherwise render ineffective the smoke detector(s) provided inside his Open Kitchen Unit(s) and at the lobby or corridor outside his Open Kitchen Unit(s) except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager of the Development (the "Manager") and all relevant Government authority or authorities;
- (b) 不得改裝、移除、阻礙或以其他方式致使置於其開放式廚房單位內的灑水器灑水頭失效；  
not to alter, remove or obstruct or otherwise render ineffective the sprinkler head(s) provided inside his Open Kitchen Unit;
- (c) 除非事前獲得屋宇署、消防處、管理人及所有有關政府機關的書面批准，否則不得拆卸或改裝置於其開放式廚房單位內最少闊 600 毫米及禦火半小時的防火牆；  
not to remove, demolish or alter the minimum 600mm (W) half-hour fire rated wall in his Open Kitchen Unit(s) except with the prior written approval of the Buildings Department, the Fire Services Department, the Manager and all relevant Government authority or authorities;
- (d) 業主須永久在其開放式廚房單位內顯眼地顯示告示，提醒其單位佔用人該最少闊 600 毫米及禦火半小時的防火牆不應被改裝或拆卸；  
to display conspicuously in his Open Kitchen Unit(s) a permanent notice to remind the occupiers of his Open Kitchen Unit(s) that the minimum 600mm (W) half-hour fire rated wall should not be modified or removed;
- (e) 為其開放式廚房單位的大門設置一個不可拆卸的自動關門裝置；  
to provide a self-closing device not to be removed for the entrance door of his Open Kitchen Unit(s);



- (f) 除非其租客、承租人、被許可人或佔用人同意履行及遵守本信函條文，否則不得對其開放式廚房單位予以出租、租賃或發特許權或以其他任何方式放棄管有權；及  
not to let, lease or licence or otherwise part with possession of his Open Kitchen Unit(s) except upon condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions herein contained; and
- (g) 遵守《消防安全管理計劃》及管理人於任何時候或不時就實施《消防安全管理計劃》而施加的任何指引或指示。  
to comply with the Fire Safety Management Plan and any guidelines or directions as the Manager may impose at all times and from time to time relating to the implementation thereof.

3. 本人/我們確認明白上文第 2 段內所述之條款只為該公契及/或《消防安全管理計劃》的條款或要求之摘要，僅供參考，一切均以最後生效之該公契內之條款及/或於該公契所載的《消防安全管理計劃》中的規定為準，另外，本人/我們亦確認於簽訂該物業的臨時買賣合約前已獲建議細閱該公契的最新擬稿（於售樓處及發展項目的互聯網網站有所提供）及尋求專業意見。

I/We hereby acknowledge that the provisions mentioned in paragraph 2 above are only a summary of the relevant provisions or requirements of the DMC and/or the Fire Safety Management Plan, which is for our reference only and subject to the final effective terms of the DMC and/or the requirements of Fire Safety Management Plan contained therein and that I/We have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the latest draft of DMC (which is available at the sales office and on the website of the Development) and seek professional advice.

4. 本人/我們確認及聲明本人/我們在完全知悉上述之契諾、責任、規定和限制的情況下同意購入該物業，並將完全遵守及履行該等契諾、責任、規定和限制。

I/We hereby confirm and declare that I/We have agreed to purchase the Property with the full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.

5. 除買賣雙方以外，並無其他人士有權按《合約（第三者權利）條例》（第 623 章）強制執行本信函的條款及細則，或享有本信函的條款及細則下的利益。

No person other than the Vendor and Purchaser(s) will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of this Letter.

6. 若本信函的中英文版本有任何差異，一概以英文版本為準。

In case of inconsistencies between the English and Chinese versions of this Letter, the English version shall prevail.

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_

## 智能家居裝置優惠

### Home Automation Devices Benefit

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the “Property”) (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司

Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業登	(1)
Purchaser(s):	(2)	記證號碼	(2)
	(3)	*HKID/Passport/Business	(3)
	(4)	Registration No(s):	(4)

\* 請將不適用者刪去 Delete as appropriate

Reference is made to the Preliminary Agreement for Sale and Purchase of the Property and the subsequent formal Agreement for Sale and Purchase to be entered into pursuant thereto (collectively “the Agreement”). This side letter (“Letter”) is supplemental to the Agreement. 有關簽訂的該物業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”)。本附函(“此函”)補充買賣合約。

In consideration of the Preliminary Agreement for Sale and Purchase, the Purchaser(s) hereby agrees as follows:-

鑑於臨時買賣合約的簽署，買方現同意下述條款：

#### Home Automation Devices 智能家居裝置

1. The Home Automation Devices (collectively “Gift”) as per the Schedule attached hereto will be provided in the Property and will be handed over by the Vendor to the Purchaser(s) upon completion of the sale and purchase of the Property under the Agreement (“Completion”) in an “as is” condition, meaning, the condition of the Gift is or will be in as at the date of Completion. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor as to the condition, state, quality or fitness of any of the Gift or as to whether any of the Gift is or will be in working condition.

於此函的附表內所列的智能家居裝置(統稱“贈品”)將會於該物業內提供及將於按買賣合約完成該物業之買賣時(“成交”)由賣方以「現狀」(指上述贈品於成交日當天之狀況)交予買方。賣方或其代表不會就該贈品作出任何保證、保養或陳述，更不會就其狀況、狀態、品質或性能，或其是否或會否在可運作狀態作出任何保證、保養或陳述。

2. The Gift will be provided to the Purchaser(s) as gifts. No consideration will be payable by the Purchaser(s) for such Gift.

贈品將免費送贈予買方。買方不須就贈品支付任何代價。

3. The Purchaser(s) shall not make any objection to the provision, design, colour, materials or any other aspects of the Gift.

買方不得就贈品的提供、設計、顏色、材料或任何其他方面作出任何異議。

4. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards to the Gift or any of them or as regards to the quality or fitness for any purpose of the same. In particular, no warranty, maintenance or representation whatsoever is given as to condition, state, quality, material, composition or the fitness of any of the Gift or as to whether any of the Gift is or will be in working condition.

賣方或任何賣方之代表不會就上述任何贈品或其質量或是否適合任何用途作出任何保證、維護或陳述，更不會作出任何保證、維護或陳述有關上述任何贈品之狀況、狀態、品質、材料、成分或適用性或任何上述贈品是否有良好的效能。

5. Any failure on the Vendor’s part (due to any reason whatsoever) to deliver the Gift, or any of them, to the Purchaser(s) upon Completion in accordance with the terms and conditions of this Letter shall not entitle the Purchaser(s) to terminate or rescind the Agreement or to ask for a reduction of the purchase price of the Property or to claim any damages or compensation. The Purchaser(s) 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.

如賣方未能於成交時按此函的條款和條件將上述贈品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或要求降低該物業的售價或申索任何損失或賠償。買方仍有責任履行及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。

6. 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(s) any of the Gift.

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上述贈品交付或交予買方。

7. The Chinese translation of this Letter is for reference purposes only. In case of any conflict or discrepancy between the Chinese and English versions of this Letter, the English version shall prevail.

本函中文譯本僅供參考，如本函的中英文文本有任何歧義，一切以英文文本為準。

For the avoidance of doubt, the terms and conditions of this Letter shall not be superseded by the Agreement and the subsequent Assignment. The Purchaser(s) hereby agrees that the terms and conditions of this Letter shall survive the signing of the Agreement and the subsequent Assignment and take effect notwithstanding the terms and conditions 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。買方同意縱使買賣合約及隨後的轉讓契的條款和條件有所規定，此函的條款和條件於簽署買賣合約及隨後的轉讓契後仍然有效。

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

日期

Date: \_\_\_\_\_

**附表 Schedule**

Descriptions 描述	Quantity 數量	Flat 單位
Magic Dot 紅外線遙控器	1	Applicable to Flat C only 只適用於 C 單位
Magic Dot 紅外線遙控器	2	Applicable to Flats A, B, D and E only 只適用於 A、B、D 及 E 單位
Temperature and Humidity Sensor 溫度及濕度傳感器	1	Applicable to all residential units 適用於所有住宅單位
Google Nest Mini 智能音響	1	Applicable to all residential units 適用於所有住宅單位
Wi-Fi 6 Dual-band Mesh System Mesh Wi-Fi 6 無線路由器	1	Applicable to all residential units 適用於所有住宅單位

## 有關單位內的傢俱之位置確認函

### Acknowledgement letter regarding location of furniture in the unit

物業 香港鴨脷洲平瀾街 8 號弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業(1)
Purchaser(s):	(2)	登記證號碼
	(3)	*HKID/Passport/Business
	(4)	Registration No(s):

\* 請將不適用者刪去 Delete as appropriate

Reference is made to the Preliminary Agreement for Sale and Purchase of the Property and the subsequent formal Agreement for Sale and Purchase to be entered into pursuant thereto (collectively "the Agreement").

有關簽訂的該物業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”)。

I/ We, the undersigned, hereby acknowledge and are fully aware, prior to my/ our signing of the Preliminary Agreement for Sale and Purchase of the Property:-

本人/吾等，下方簽署人，特此確認，本人/吾等簽署該物業的臨時買賣合約前已清楚明白：

1. That the built-in cabinet (the "Furniture") as shown coloured pink on the plan of the Property (the "Plan") attached hereto will be provided by the Vendor in the Property upon completion of the sale and purchase of the Property under the Agreement ("Completion") in an "as-is" condition, meaning, the condition of the Furniture is or will be in as at the date of Completion.

賣方將於按買賣合約完成該物業之買賣時("成交")以現狀(指該傢俱以成交當天之狀況)於該物業內提供所附的該物業的圖則(「該圖則」)上以粉紅色顯示的嵌入式儲物櫃(「該傢俱」)；

2. The Plan shows the approximate location of the Furniture only and the actual location of the Furniture may vary subject to the condition as at handover;

該圖則只顯示該傢俱的大概位置，該傢俱的實際位置以現場收樓為準；

3. The Purchaser(s) shall not make any objection to the design, colour or materials of the Furniture; and

買方就該傢俱的設計、顏色或物料均不得提出異議；及

4. The Furniture will be provided to the Purchaser(s) free of charge. No consideration will be payable by the Purchaser(s) for the Furniture.

該傢俱將免費送贈予買方。買方不須就該傢俱支付任何代價。

5. The Plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

該圖則只供參考，而不應被視為該物業的樓面平面圖。有關該物業的樓面平面圖的詳情，請參閱售樓說明書。

6. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards to the Furniture or any part thereof or as regards to the quality or fitness for any purpose of the same. In particular, no warranty, maintenance or representation whatsoever is given as to condition, state, quality, material, composition or the fitness of the Furniture or any part thereof or as to whether the Furniture or any part thereof is or will be in working condition.

賣方或任何賣方之代表不會就該傢俱或其任何部分或其質量或是否適合任何用途作出任何保證、維護或陳述，更不會作出任何保證、維護或陳述有關該傢俱或其任何部分之狀況、狀態、品質、材料、成分或適用性或該傢俱或其任何部分是否有良好的效能。

7. Any failure on the Vendor's part (due to any reason whatsoever) to deliver the Furniture or any part thereof, to the Purchaser(s) upon Completion in accordance with the terms and conditions of this Letter shall not entitle the Purchaser(s) to terminate or rescind the Agreement or to ask for a reduction of the purchase price of the Property or to claim any damages or compensation. The Purchaser(s) 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.

如賣方未能於成交時按此函的條款和條件將該傢俱或其任何部分交予買方(不論基於任何原因)，買方亦不得終止或撤銷買賣合約或要求降低該物業的售價或申索任何損失或賠償。買方仍有責任履行及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。

8. 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(s) the Furniture or any part thereof.

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，賣方均沒有責任將該傢俱或其任何部分交付或交予買方。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.  
如本函之中英文文本有任何歧義，一切以英文文本為準。

I/ We hereby confirm and declare that I/ We have agreed to purchase the Property with full knowledge of the above.

本人/吾等確認及聲明本人/吾等同意購入該物業時已完全知悉上述事項。

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

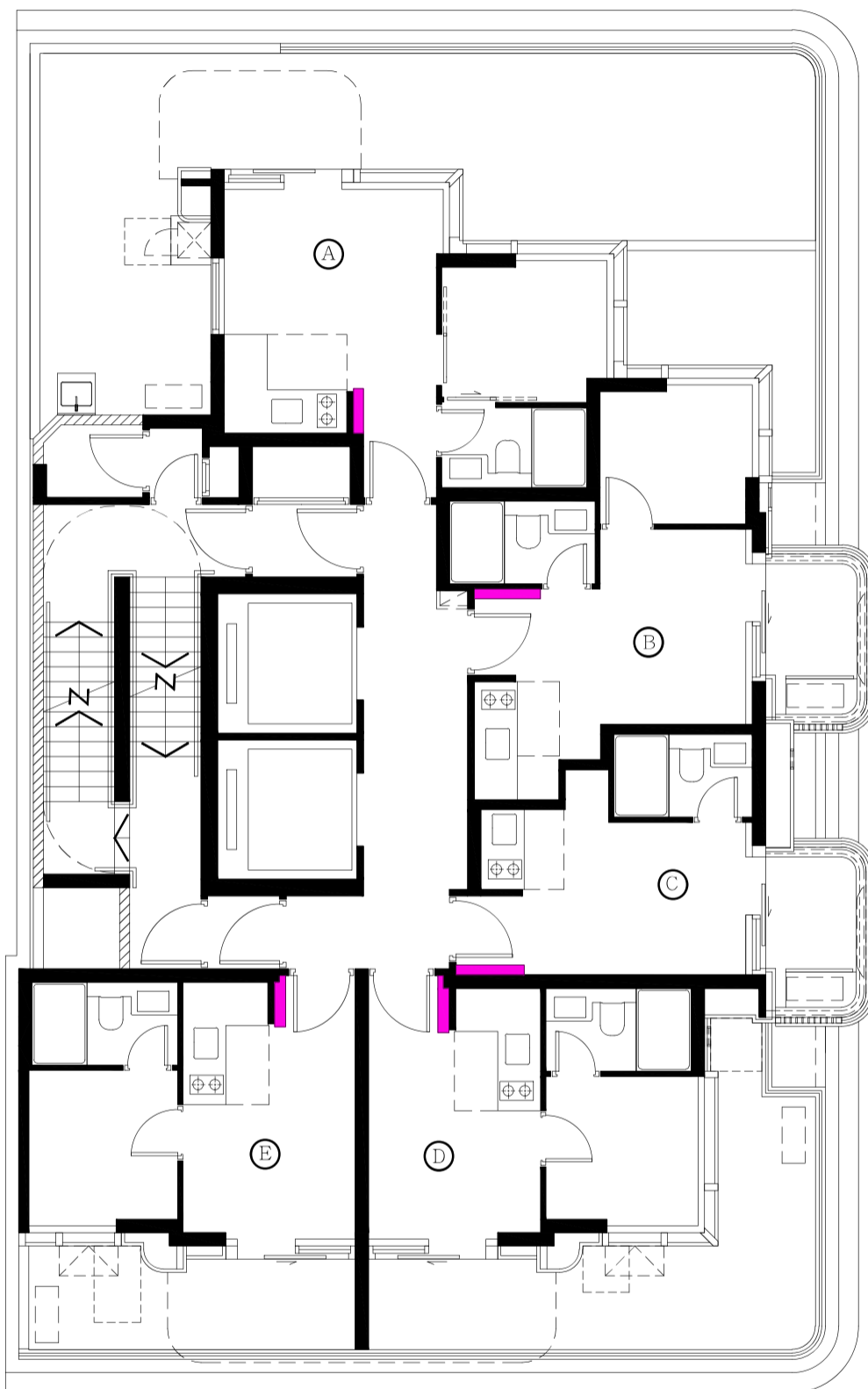
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Date: \_\_\_\_\_



Only applicable to Flats A, B, C, D and E on 5/F  
只適用於 5樓 A, B, C, D 及 E 單位

## Acknowledgement letter regarding location of furniture in the unit 有關單位內的傢俱之位置確認函

5/F Floor Plan  
5樓平面圖



FOR IDENTIFICATION PURPOSE ONLY (NOT TO SCALE)  
僅供識別(不按比例)

Remarks : The approximate location of the Furniture is depicted in   
備注 : 該傢俱的大概位置以  顯示

\_\_\_\_\_  
Signature of Purchaser(s)  
買方簽署

\_\_\_\_\_  
Date  
日期

Only applicable to Flat D on 5/F  
只適用於 5 樓 D 單位

### 有關改動建築圖則的確認函

#### Acknowledgement letter relating to alteration to building plans

物業 香港鴨脷洲平瀾街 8 號弦岸 \_\_\_5\_\_\_ 樓 \_\_\_D\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Flat \_\_\_D\_\_\_ on \_\_\_5th\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the “Property”) (The provisional street  
Property: number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司

Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業(1)
Purchaser(s):	(2)	登記證號碼 (2)
	(3)	*HKID/Passport/Business
	(4)	Registration No(s): (3)
		(4)

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

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

1. 賣方擬就有關該物業之建築圖則作出改動 (「該建議改動」)。該建議改動為:

- 項目一: 毗鄰主人睡房之室外管道槽外型修改
- 項目二: 毗鄰主人睡房之冷氣機平台位置改動
- 項目三: 毗鄰浴室之室外維修工作進出範圍延伸
- 項目四: 毗鄰主人睡房之室外維修工作進出範圍位置改動
- 項目五: 平台顏色顯示範圍修改

就該建議改動的大概位置, 請參考夾附於本函的圖則 (「該圖則」), 該圖則僅供參考, 而不應被視為該物業的樓面平面圖。有關該物業的樓面平面圖的詳情, 請參閱售樓說明書。

The Vendor contemplates to make alterations to the building plans affecting the Property (“Proposed Alterations”). The Proposed Alterations are as follows:

- Item 1: External pipe duct profile adjacent to Master Bedroom revised
- Item 2: Location of Air Conditioner Platform adjacent to Master Bedroom relocated
- Item 3: External maintenance access area adjacent to Bathroom extended
- Item 4: External maintenance access area adjacent to Master Bedroom relocated
- Item 5: Coloured area of flat roof revised

The approximate locations of the Proposed Alterations are indicated in the plan attached hereto (the “Plan”) and the Plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

2. 買方確認及同意, 該建議改動受制於屋宇署 (「屋宇署」) 的批准與否。屋宇署可就該建議改動作出任何修訂/改動。買方同意不向賣方就有關該建議改動之批准、不批准或修訂/改動提出任何要求或反對。賣方或其代表並無以任何形式就該建議改動可獲屋宇署批准作出任何保證或陳述。

The Purchaser acknowledges and agrees that the Proposed Alterations are subject to the approval by the Buildings Department (“BD”). The Proposed Alterations are subject to any amendments/alterations as may be required by the BD. The Purchaser agrees not to raise any requisition or objection to the Vendor in relation to any approval, disapproval or amendments/alteration to the Proposed Alterations. No warranty or representation whatsoever is given by or on behalf of the Vendor that the Proposed Alterations will be approved by the BD.

3. 買方對該建議改動無任何反對, 並不得就該建議改動, 不論在該物業的買賣成交之前或之後, 向賣方提出任何形式之申索、要求或補償。

The Purchaser does not have any objection to the Proposed Alterations and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the Proposed Alterations, whether before or after completion of the sale and purchase of the Property.

4. 本確認函之中文譯本僅供參考之用, 如有歧義, 仍以英文本為準。

The Chinese version of this Acknowledgement Letter is for information only and, in case of inconsistency, the English version shall prevail.

Only applicable to Flat D on 5/F  
只適用於 5 樓 D 單位

買方簽署

Signed by the Purchaser(s) : \_\_\_\_\_

日期

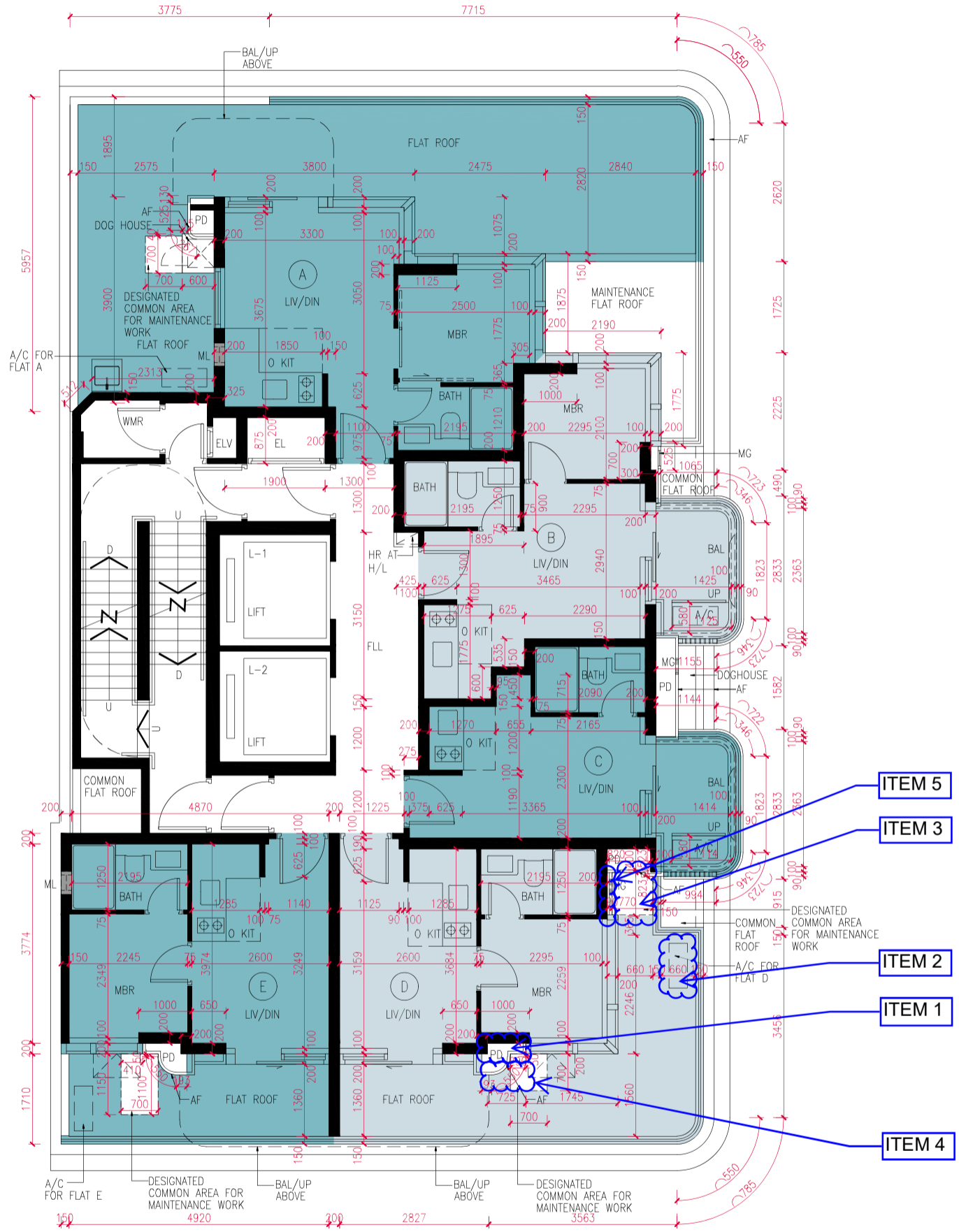
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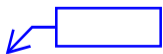
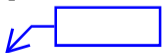
Only applicable to Flat D on 5/F  
 只適用於 5樓 D 單位

## Acknowledgement letter relating to alteration to building plans 有關改動建築圖則的確認函

### 5/F Floor Plan 5樓平面圖



FOR IDENTIFICATION PURPOSE ONLY (NOT TO SCALE)  
 僅供識別(不按比例)

Remarks : The location of the Proposed Alterations are depicted in   
 備注 : 該擬改動的大概位置以  顯示

Signature of Purchaser(s)  
 買方簽署

Date  
 日期

Only applicable to Flat E on 5/F  
只適用於 5 樓 E 單位

### 有關改動建築圖則的確認函

#### Acknowledgement letter relating to alteration to building plans

物業 香港鴨脷洲平瀾街 8 號弦岸 \_\_\_5\_\_\_ 樓 \_\_\_E\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Flat \_\_\_E\_\_\_ on \_\_\_5th\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the "Property") (The provisional street  
Property: number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司

Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業(1)	_____
Purchaser(s):	(2)	登記證號碼	_____ (2)
	(3)	*HKID/Passport/Business	_____ (3)
		Registration No(s):	_____ (3)
	(4)		_____ (4)

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

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

1. 賣方擬就有關該物業之建築圖則作出改動 (「該建議改動」)。該建議改動為:

項目一: 室外管道槽外型修改

項目二: 不設室外管道檢井; 室外維修工作進出範圍延伸

就該建議改動的大概位置, 請參考夾附於本函的圖則 (「該圖則」), 該圖則僅供參考, 而不應被視為該物業的樓面平面圖。有關該物業的樓面平面圖的詳情, 請參閱售樓說明書。

The Vendor contemplates to make alterations to the building plans affecting the Property ("Proposed Alterations"). The Proposed Alterations are as follows:

Item 1: External pipe duct profile revised

Item 2: Dog house omitted; External Maintenance access area extended

The approximate locations of the Proposed Alterations are indicated in the plan attached hereto (the "Plan") and the Plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

2. 買方確認及同意, 該建議改動受制於屋宇署 (「屋宇署」) 的批准與否。屋宇署可就該建議改動作出任何修訂/改動。買方同意不向賣方就有關該建議改動之批准、不批准或修訂/改動提出任何要求或反對。賣方或其代表並無以任何形式就該建議改動可獲屋宇署批准作出任何保證或陳述。

The Purchaser acknowledges and agrees that the Proposed Alterations are subject to the approval by the Buildings Department ("BD"). The Proposed Alterations are subject to any amendments/alterations as may be required by the BD. The Purchaser agrees not to raise any requisition or objection to the Vendor in relation to any approval, disapproval or amendments/alteration to the Proposed Alterations. No warranty or representation whatsoever is given by or on behalf of the Vendor that the Proposed Alterations will be approved by the BD.

3. 買方對該建議改動無任何反對, 並不得就該建議改動, 不論在該物業的買賣成交之前或之後, 向賣方提出任何形式之申索、要求或補償。

The Purchaser does not have any objection to the Proposed Alterations and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the Proposed Alterations, whether before or after completion of the sale and purchase of the Property.

4. 本確認函之中文譯本僅供參考之用, 如有歧義, 仍以英文本為準。

The Chinese version of this Acknowledgement Letter is for information only and, in case of inconsistency, the English version shall prevail.

買方簽署

Signed by the Purchaser(s): \_\_\_\_\_

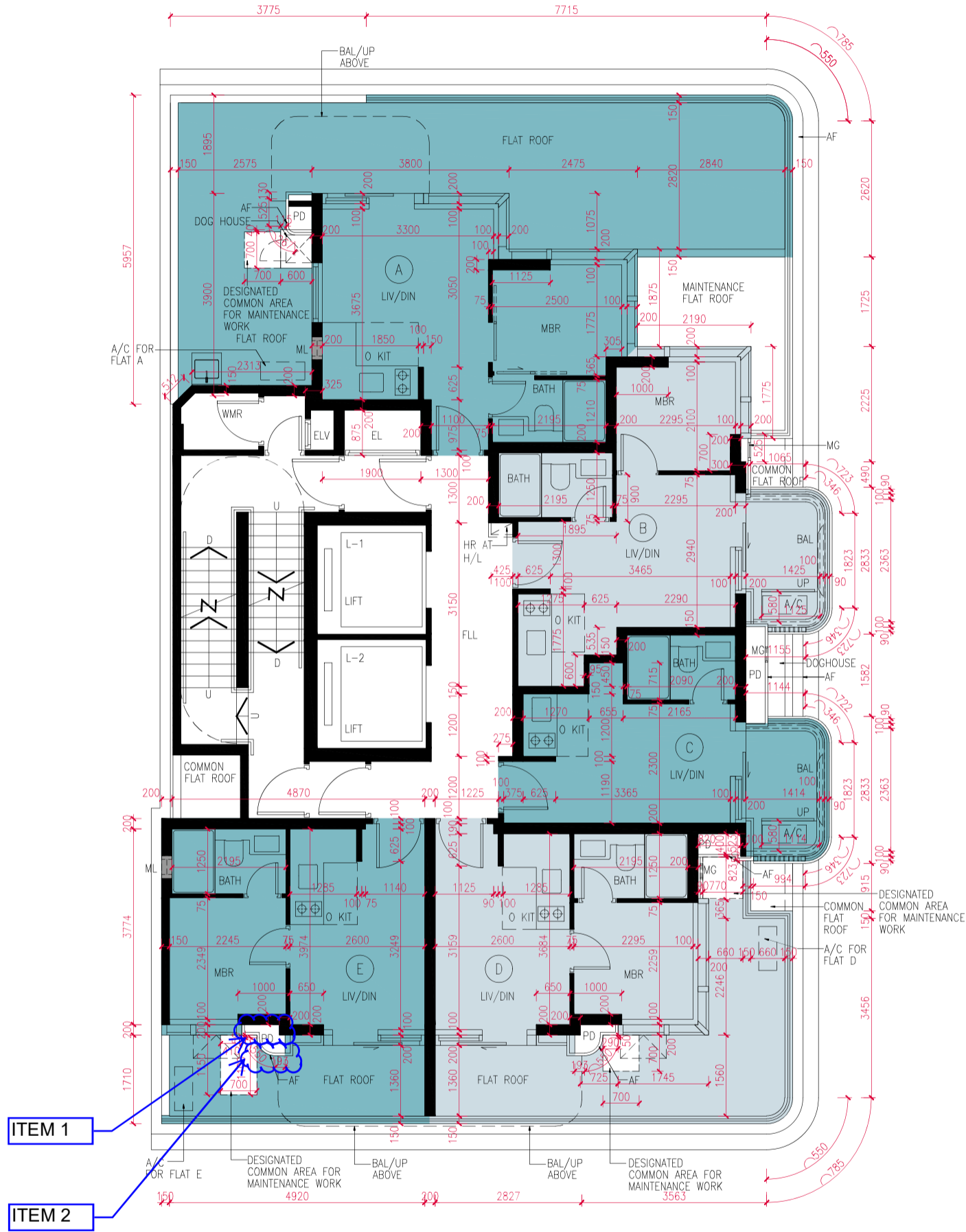
日期

Date: \_\_\_\_\_

Only applicable to Flat E on 5/F  
 只適用於 5樓 E 單位

## Acknowledgement letter relating to alteration to building plans 有關改動建築圖則的確認函

### 5/F Floor Plan 5樓平面圖



FOR IDENTIFICATION PURPOSE ONLY (NOT TO SCALE)  
 僅供識別(不按比例)

Remarks : The location of the Proposed Alterations are depicted in  
 備注 : 該擬改動的大概位置以  顯示

Signature of Purchaser(s)  
 買方簽署

Date  
 日期

## 關於代繳印花稅優惠的確認函

### Acknowledgement Letter regarding Stamp Duty Payment Benefit

物業 香港鴨脷洲平瀾街 8 號 弦岸 \_\_\_\_\_ 樓 \_\_\_\_\_ 單位 (「該物業」) (此臨時門牌號數有待發展項目建成時確認)  
Property: Flat \_\_\_\_\_ on \_\_\_\_\_ Floor, ARUNA, 8 Ping Lan Street, Ap Lei Chau, Hong Kong (the “Property”) (The provisional street number is subject to confirmation when the Development is completed)

賣方 星樺投資有限公司  
Vendor: STAR VALUE INVESTMENTS LIMITED

買方:	(1)	*香港身份證/護照/商業(1)	_____
Purchaser(s):	(2)	登記證號碼	_____
	(3)	*HKID/Passport/Business	_____
	(4)	Registration No(s):	_____
	(4)		_____

\* 請將不適用者刪去 Delete as appropriate

I/We, the Purchaser(s), refer to my/our purchase of the Property under the Preliminary Agreement for Sale and Purchase (“PASP”) that we entered into on the date hereof. I/We hereby confirm that all stamp duty, including ad valorem stamp duty, buyer’s stamp duty and special stamp duty, payable or incurred on the PASP, the Agreement for Sale and Purchase of the Property (“ASP”) and the subsequent Assignment shall be paid by me/us. However, subject to the full observance and compliance with the following terms and conditions set out in this Letter and the terms and conditions of the PASP and/or the ASP by me/us (including without limitation that I/we shall settle the relevant payments(s) according to the respective dates stipulated in the ASP), I/we acknowledge that the Vendor is prepared to provide me/us with the “Stamp Duty Payment Benefit” (defined below):

本人/吾等，即買方，就本人/吾等於本函日期簽立臨時買賣合約（「臨時合約」）購買該物業。本人/吾等確認該物業之臨時合約、正式買賣合約（「正式合約」）及其後的轉讓契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）由本人/吾等支付。然而，本人/吾等現特此確認在本人/吾等完全遵守及符合於本函、臨時合約及/或正式合約所列的條款及條件（包括但不限於本人/吾等須依照正式合約訂定的日期付清相關樓款）的前提下，賣方會準備給予本人/吾等「代繳印花稅優惠」（定義見下文）：

1. “Stamp Duty Payment Benefit” means the Vendor will pay the ad valorem stamp duty chargeable on the ASP for me/us, subject to a cap at 3% of the purchase price of the Property stipulated in the PASP.  
「代繳印花稅優惠」指：賣方會代本人/吾等繳付正式合約應付之從價印花稅，以臨時合約所列明之該物業的售價的 3% 為上限。
2. For the avoidance of doubt, if the ad valorem stamp duty payable on the ASP is less than the Stamp Duty Payment Benefit, the difference between the ad valorem stamp duty payment to the Inland Revenue Department and the Stamp Duty Payment Benefit shall be retained by the Vendor and will not be provided to me/us. I/We shall not have any claim in this respect.  
為免存疑，若正式合約所須支付之從價印花稅少於代繳印花稅優惠，須支付給稅務局的從價印花稅及代繳印花稅優惠之兩者差額將由賣方保存，並不會提供予本人/吾等。本人/吾等不得就此提出任何申索。
3. (If applicable) If the ad valorem stamp duty payable on the ASP is more than the Stamp Duty Payment Benefit, the difference between the ad valorem stamp duty assessed by the Inland Revenue Department and the amount of the Stamp Duty Payment Benefit will be borne by me/us.  
(如適用)如正式合約應付的從價印花稅多於代繳印花稅優惠，本人/吾等須承擔須支付給稅務局的從價印花稅及代繳印花稅優惠兩者之差額。
4. (If applicable) Where the Purchaser(s) own(s) any other residential property in Hong Kong (the “original property”) at the time of his signing of the PASP and subsequently sells the original property and then applies to the Stamp Office for refund of part of the ad valorem stamp duty paid, the Purchaser(s) is/are not required to reimburse any part of the refund of the ad valorem stamp duty paid to the Vendor.  
(如適用)若買方簽署臨時合約時擁有其他任何香港住宅物業(「原物業」)，並於其後售出原物業並向印花稅署申請退還部分已付從價印花稅，買方無須將退還已付從價印花稅之任何部分支付賣方。

5. I/We shall execute the ASP within 5 working days after signing the PASP in accordance with the terms and conditions contained in the PASP.

本人／吾等須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立正式合約。

6. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the PASP and ASP on my/our part and the completion of the sale and purchase of the Property, the Stamp Duty Payment Benefit will be provided to me/us and upon the making of all payments under the Stamp Duty Payment Benefit by the Vendor, the Vendor's obligation in relation to the provision of the Stamp Duty Payment Benefit under this Letter, if any, shall be absolutely discharged. I/We shall punctually pay the part of all stamp duties on the ASP not covered by the Stamp Duty Payment Benefit in such manner as required by the Vendor.

在完全遵守、履行及符合本人／吾等於本函、臨時合約及正式合約所列的條款及條件及該物業買賣已完成的前提下，代繳印花稅優惠將提供予本人／吾等。一經賣方支付所有代繳印花稅優惠下之金額，賣方於本函中有關提供代繳印花稅優惠的責任（如有）將完全解除。本人／吾等須按賣方要求之方式準時繳付正式合約應付之所有印花稅中代繳印花稅優惠涵蓋範圍外之部分。

7. In the event that I/we fail to observe perform or comply with any of the terms and conditions contained in this Letter, the PASP and/or the ASP, the Vendor shall be entitled to withdraw and/or ask for refund of the Stamp Duty Payment Benefit (or any part thereof) forthwith without prejudice to the Vendor's other rights, remedies and claims under the PASP, the ASP or other applicable laws.

若本人／吾等未能遵守、履行或符合本函、臨時合約及/或正式合約內任何條款或條件，賣方有權即時撤銷及/或要求退還代繳印花稅優惠(或其任何部分)，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、補償及申索。

8. The Vendor will pay (through the Vendor's solicitors or in any other manner) the Stamp Duty Payment Benefit for me/us within the relevant period prescribed by law. However, the Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of any stamp duty on the ASP (or any part thereof) for whatever reason.

賣方會（透過賣方律師或以任何其他方式）代本人／吾等於相關法定時限內繳付代繳印花稅優惠，唯於任何情況下，因任何原因正式合約應付之任何印花稅（或其任何部分）未有如期繳付，賣方無須就任何罰款或損失負責。

9. The Vendor hereby expressly reserves its rights to claim against me/us for any damages and apply for refund of the paid ad valorem stamp duty from the Inland Revenue Department or any other competent authorities if I/we fail to complete the sale and purchase of the Property in accordance with the PASP and ASP. If the stamp duty on the ASP has been paid but subsequently the ASP is no longer chargeable for stamp duty for whatever reasons (including but not limited to the cancellation or termination of the ASP), I/we shall at the option of the Vendor: (a) forthwith pay an amount equivalent to the Stamp Duty Payment Benefit to the Vendor; or (b) forthwith carry out all steps and actions required by the Vendor to assist the Vendor to obtain a refund of the paid stamp duty on the ASP from the competent authorities (the "Stamp Duty Refund")(the Vendor will return the excess over the Stamp Duty Payment Benefit to me/us). Immediately upon my/our signing of the PASP and at any time when and where requested by the Vendor, whether there is already any cancellation or termination of the ASP or not, I/we shall sign all relevant forms and documents for obtaining the aforesaid refund. I/we hereby authorize the Vendor to date and use the aforesaid forms and documents and submit the same to the competent authorities at any time the Vendor deems fit.

假如本人／吾等不能按臨時合約及正式合約完成該物業的交易，賣方保留向本人／吾等追討索償任何損失及向稅務局或任何其他主管當局申請退回已繳付的從價印花稅之權利。若正式合約因任何原因(包括但不限於正式合約被取消或終止)而導致已付之正式合約應付之印花稅將不再須要繳付，本人／吾等須按賣方選擇：(a)立即向賣方支付一筆等同代繳印花稅優惠之款項；或(b)立即採取一切賣方要求之步驟及行動協助賣方從主管當局退回已付之正式合約應付之印花稅（「退回印花稅」）（超出代繳印花稅優惠之部分賣方將交還本人／吾等）。緊接本人／吾等簽署臨時合約後及在任何時間當及如賣方要求，不論當時正式合約已或未有被取消或終止，本人／吾等須簽署所有用作退回印花稅之相關文件及表格。本人／吾等特此授權賣方於賣方認為的適當時候於該等文件及表格加上日期、使用該等文件及表格並將之遞交予主管當局。

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

本函為一獨立於臨時合約及正式合約之協議，本函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函影響。本函乃由本函各方之間訂立之協議且獨立於本人／吾等購買

該物業之臨時合約及正式合約，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響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各方的權利、義務或責任。為免存疑，若賣方未能履行其於本函內之責任，本人／吾等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。本函所載的條款及條件不會排除或不會豁免本人／吾等在未能完成買賣時須負之責任。本人／吾等所有按或就本函提出的或與本函有關連的而可由本人／吾等對賣方提出的申索，僅為取得損害賠償的申索。

11. Should the Vendor be required to pay any stamp duty or penalty, I/we 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 me/us of such amount in full, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅或罰款，本人／吾等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匯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，利息計算由賣方代支或支付日期起計，直至本人／吾等全數繳付或償還該金額為止，本人／吾等並須完全彌償賣方由於催收所有印花稅及／或罰款而招致的所有法律費用、雜項費用及支出。

12. Nothing in this Letter shall entitle me/us to make any deduction of the Stamp Duty Payment Benefit from the purchase price of the Property (or any part thereof) which I/we am/are required to pay to the Vendor pursuant to the terms of the PASP and the ASP.

本函的任何規定均不賦予本人／吾等以代繳印花稅優惠對該物業的售價(或其任何部分)作任何扣減之權利，本人／吾等須按照臨時合約及正式合約的條款向賣方支付該物業的成交金額。

13. All the rights and benefits conferred on me/us upon the terms and conditions of this Letter are non-assignable and non-transferable in any manner whatsoever and can only be exercised and enjoyed by me/us personally.

所有根據本函條款及條件賦予本人／吾等之權利及利益均不能以任何方式轉讓及轉移，及只能由本人／吾等行使及享用。

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

並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

買方簽署

Signed by the Purchaser(s): \_\_\_\_\_

日期

Date: \_\_\_\_\_

## Reminder to Prospective Purchasers

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:

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document** (including its annexes) and other relevant document(s);
- (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;
- (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;
- (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
- (e) **Remain cool-headed** and critically consider the followings:
  - 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;
  - 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;
  - 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;

- 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
- 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?



## 給準買家的提醒

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) 細閱有關招標文件（及其附件）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) 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) 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) 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) 保持冷靜並審慎考慮以下事項：
  - 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；
  - 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；
  - 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。
  - 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

- 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？