

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in:-

THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong

(being the property(ies) as set out in the Schedule to the Tender Notice,
unless previously withdrawn or sold)

**Tender commences at 3:00 p.m. on 5 October 2024 and closes at 7:00 p.m. on 5 October 2024
and thereafter commences at 11:00 a.m. on everyday from 6 October 2024
until 4 April 2025 (both days inclusive)
and closes at 7:00 p.m. on everyday from 6 October 2024 until 4 April 2025 (both days inclusive)
(unless previously withdrawn or sold)**

Tenders must be submitted during hours between 3:00 p.m. and 7:00 p.m. on 5 October 2024 and thereafter between 11:00 a.m. and 7:00 p.m. on everyday from 6 October 2024 until 4 April 2025 (both days inclusive) to the Tender Box labelled “**Public Tender For 皓日 THE APERTURE**” placed at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong in a plain envelope and clearly marked “**Tender of THE APERTURE**”.

Vendor: **Total Select Limited**
21st Floor, 4 Des Voeux Road Central, Hong Kong

Vendor’s solicitors: **Mayer Brown**
16th – 19th Floors, Prince’s Building, 10 Chater Road, Central, Hong Kong
Ms. Natalie Oh / Ms. Ellen To (Fax: 3012 9605 / 3010 7829)

招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

香港九龍牛頭角道 11 號皓日
(即招標公告附表所列之物業，已被撤回或出售則除外)

招標開始日期及時間為由 2024 年 10 月 5 日下午 3 時正起
而截止日期及時間為 2024 年 10 月 5 日下午 7 時正；
其後由 2024 年 10 月 6 日上午 11 時正的每日至 2025 年 4 月 4 日下午 7 時正
(包括首尾兩天)
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2024 年 10 月 5 日下午 3 時正起至 2024 年 10 月 5 日下午 7 時正。其後每日由 2024 年 10 月 6 日至 2025 年 4 月 4 日 (包括首尾兩天) 每日上午 11 時正至下午 7 時正的時間內，投標書須放入普通信封內，信封面上清楚註明「皓日招標」，放入位於香港九龍牛頭角道 11 號皓日地下 G05 號舖擺放的標示為「皓日 THE APERTURE 公開招標」的投標箱內。

賣方：
Total Select Limited
香港中環德輔道中四號 21 樓

賣方律師：
孖士打律師行
香港中環遮打道 10 號太子大廈 16-19 樓
胡律師/杜小姐 (傳真：3012 9605 / 3010 7829)

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fifth working day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“Property”	means, if and when the Tenderer’s tender is accepted by the Vendor, the Tendered Property.
“Property for Tender”	means the property(ies) set out in the Schedule to this Tender Notice unless previously withdrawn or sold.
“purchase price”	means the purchase price specified in the Offer Form.
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor.
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tendered Property”	means the property(ies) as specified in the Schedule to the Offer Form.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Total Select Limited.
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the closing date and time of the tender. Any adjustment of the closing date and time of the tender will be posted at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s)

One or more cashier order(s) in the aggregate amount of 5% of the purchase price and made payable to "MAYER BROWN" issued by a bank duly licensed under section 16 of the Banking Ordinance. HK\$500,000 being part of the preliminary deposit must be paid by cashier order(s) and the balance of the preliminary deposit may be paid by cheque(s).
 - (ii) Tenderer's identification document

If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
 - (iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Warning to Purchasers

- (2) Acknowledgement Letter Regarding Stamp Duty
- (3) Vendor's Information Form
- (4) Personal Information Collection Statement
- (5) Acknowledgement Letter regarding Viewing of Property
- (6) Acknowledgement Letter regarding Outdoor Air-conditioner Unit
- (7) Acknowledgement Letter regarding Operation of Gondola
- (8) Acknowledgement Letter regarding Early Settlement Cash Rebate

Please do NOT date any of the documents mentioned in this subparagraph (iv).

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Tender of THE APERTURE**”; and
- (d) placed in the Tender Box labelled “**Public Tender For 皓日 THE APERTURE**” placed at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

- (i) 3:00 p.m. on 5 October 2024; and thereafter
- (ii) 11:00 a.m. on everyday from 6 October 2024 until 4 April 2025 (both days inclusive).

Closing date and time of the tender:

- (i) 7:00 p.m. on 5 October 2024; and thereafter
- (ii) 7:00 p.m. on everyday from 6 October 2024 until 4 April 2025 (both days inclusive).

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 9:00 a.m. on the closing date of the tender, the closing date and time of the tender will be extended to 7:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 2.8 All cashier order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9
 - (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.
 - (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s).

- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection between 11:00 a.m. and 7:00 p.m. from 5 October 2024 daily until the closing time of the closing date of the tender at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

SCHEDULE TO THE TENDER NOTICE

Property for Tender

1. The specified residential properties that will be offered to be sold by way of tender as set out in the Information on Sales Arrangements No.9 in respect of the Development.

End of Part 1: Tender Notice

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「該物業」	指如果及一旦投標者的投標書獲得賣方接納時的該投標物業。
「該招標物業」	指本招標公告附表中列出的物業，之前已被撤回或出售則除外。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該投標物業的投標書獲得賣方接納。
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。
「投標者」	指要約表格中訂明為投標者的人士。
「該投標物業」	指要約表格的附表中訂明的物業。
「賣方」	指 Total Select Limited。
「賣方律師」	指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於香港九龍牛頭角道 11 號皓日地下 G05 號舖。賣方無須就更改招標截止日期及時間另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
- (b) 連同以下文件：
- (i) 銀行本票
- 一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「孖士打律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。其中港幣\$500,000 之部分臨時訂金必須以銀行本票支付，臨時訂金的餘額可以支票支付。
- (ii) 投標者的身份證明文件
- 如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。
- 如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
- (iii) 中介人的牌照(如適用)
- 投標者委託的地產經紀的牌照複印本。
- (iv) 由投標者填妥並簽署的附件的文件
- (1) 對買方的警告
- (2) 關於印花稅的確認書
- (3) 賣方資料表格
- (4) 個人資料收集聲明
- (5) 關於參觀物業的確認信
- (6) 關於空調機室外機的確認信
- (7) 有關吊船操作的確認函
- (8) 關於提前付清樓價現金回贈確認信

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**皓日招標**」；及
- (d) 從下述招標開始日期及時間起至招標截止日期及時間止放入位於香港九龍牛頭角道 11 號皓日地下 G05 號舖擺放的標示為「**皓日 THE APERTURE 公開招標**」的投標箱內：

招標開始日期及時間：

- (i) 由 2024 年 10 月 5 日下午 3 時正; 及其後
- (ii) 由 2024 年 10 月 6 日起至 2025 年 4 月 4 日(包括首尾兩天)每日上午 11 時正。

招標截止日期及時間：

- (i) 至 2024 年 10 月 5 日下午 7:00 時正; 及其後
- (ii) 由 2024 年 10 月 6 日起至 2025 年 4 月 4 日(包括首尾兩天)每日下午 7 時正。

若在招標截止日期上午 9 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 7 時正(而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出)。

- 2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.9
 - (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
 - (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
 - (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 2.10
 - (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
 - (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投

郵後的第 2 個工作日視為已經正式收到。

- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於 2024 年 10 月 5 日起每日上午 11 時正至下午 7 時正直至招標截止日期之截止時間為止在香港九龍牛頭角道 11 號皓日地下 G05 號舖審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件의任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告附表

該招標物業

1. 在有關發展項目「銷售安排第 9 號」中列明以招標方式出售的指明住宅物業。

第 1 部份：招標公告完

PART 2: CONDITIONS OF SALE

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

“**Development**” means THE APERTURE, Kowloon, Hong Kong.

“**this Preliminary Agreement**” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
3. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the **108th / 300th *** days after the date of the Letter of Acceptance.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;

*Delete as appropriate

- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
 - (b) The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as 10(b)(i) above.
11. The measurements of the Property are as follows: Please refer to the attached Schedule 1.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: Please refer to the attached Schedule 2.
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the "Warning to Purchasers"–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of all legal documentation in relation to the purchase of the Property (including the Agreement, Mortgage and subsequent Assignment, etc.), the Purchaser shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
18. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
19. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
21. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the DMC. On completion, the Purchaser shall pay

to the Manager of the building, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds and debris removal fee payable under the DMC.

22. The Vendor reserves the right to rectify any errors or omissions in the payment terms and the calculation of the purchase price of the Property.
23. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
25. Time shall in every respect be of the essence of this Preliminary Agreement.
26.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
27. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

出售條款附表1
Schedule 1 to Conditions of Sale

該物業之量度尺寸
Measurements of the Property

在本附表 1，只有買方購買的該物業之量度尺寸才適用於本出售條款。
In this Schedule 1, only the measurements of the Property purchased by the Purchaser shall be applicable to this Conditions of Sale.

Property 物業: Flat A on 3/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 3 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 5/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 5 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 6/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 6 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 7/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 7 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 8/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 8 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

出售條款附表 2
Schedule 2 to Conditions of Sale

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

Item	Description
Internal wall and ceiling	<p>Type of Wall Finishes:</p> <ul style="list-style-type: none"> - Living room and dining room (Except for flats A, E, F, H, and J on 3/F to 36/F and flats A and D on 37/F) finished with emulsion paint and timber veneer. - Living room and dining room for flats A, E, F, H, and J on 3/F to 36/F and flats A and D on 37/F finished with emulsion paint, timber veneer, metal and glass. - Bedroom (Exposed Surfaces) finishes with emulsion paint. <p>Type of Ceiling Finishes: Ceiling of living room, dining room and bedroom finished with emulsion paint and gypsum board suspended ceiling finished with emulsion paint.</p>
Internal floor	<p>Material of floor and skirting:</p> <ul style="list-style-type: none"> - Living room and dining room finished with laminate flooring with natural stone border and stainless steel strip at doorway leading to balcony, utility platform and flat roof (if applicable) with timber skirting. - Bedroom finished with laminate flooring with natural stone border and stainless steel strip at doorway leading to flat roof (if applicable) with timber skirting.
Bathroom	<p>Type of wall, floor and ceiling finishes: Wall on exposed surfaces finished with natural stone, mirror, tiles and metal. (For bathroom of flats A, E, F, H and J on 3/F to 36/F and bathroom 1 of flats A and D on 37/F)</p> <p>Wall on exposed surfaces finished with natural stone and tiles. (For bathroom of flats B, C, D, G and K on 3/F to 36/F and flats B and C on 37/F)</p> <p>Wall on exposed surfaces finished with natural stone and tiles. (For master bathroom of flats A on 3/F to 36/F and flats A and D on 37/F)</p> <p>Wall behind vanity cabinet without back panel finished with tiles. Floor finished with tiles. Ceiling finished with aluminum ceiling. Wall finishes on exposed walls run up to level of false ceiling.</p>
Kitchen	<p>Type of wall, floor, ceiling and cooking bench finishes: Wall finished with plastic laminate, tiles, metal and sintered stone. Wall behind hanging cabinet, floor cabinet and refrigerator finished with tiles. Floor finished with tiles. Ceiling finished with aluminum ceiling. All cooking bench countertop is fitted with solid surfacing material. Wall finishes on exposed walls run up to level of false ceiling. (For flats A, C, D and F on 3/F to 36/F and flats A, B, C and D on 37/F)</p>
Open Kitchen	<p>Type of wall, floor, ceiling and cooking bench finishes: Wall finished with plastic laminate, tiles, metal and sintered stone. Wall behind hanging cabinet, floor cabinet and refrigerator finished with tiles. Floor finished with tiles and stainless steel strip. Ceiling finished with gypsum board with emulsion paint. All cooking bench countertop is fitted with solid surfacing material. Wall finishes on exposed walls run up to level of false ceiling. (For flats B, E, G, H, J and K on 3/F to 36/F)</p>

Item	Description
Doors	<p>Material, finishes and accessories:</p> <p>Flat Main Entrance Fire-rated solid core timber swing door finished with timber veneer, and fitted with eye viewer, door guard, door closer, smoke seal, drop seal, lockset and door stopper.</p> <p>Balcony, Utility Platform and Flat Roof Aluminum framed door finished with fluorocarbon coated aluminum frame with Insulated-Glass-Unit (IGU) glass with low-E coating and lockset.</p> <p>Master Bedroom, Bedroom and Master Bathroom Hollow core timber swing door finished with timber veneer, and fitted with lockset and door stopper.</p> <p>Bathroom and Bathroom 1 (Except for flats E, H and J on 3/F to 36/F) Hollow core timber swing door with timber louver finished with timber veneer, and fitted with lockset and door stopper.</p> <p>Bathroom (For flats E, H and J on 3/F to 36/F) Hollow core timber sliding door with timber louver and Hollow core timber swing door finished with timber veneer, and fitted with lockset.</p> <p>Kitchen Fire-rated solid core timber door with fire-rated glass vision panel finished with timber veneer with glass vision panel and metal, and fitted with door closer, smoke seal, drop seal, lockset and door stopper.</p> <p>Utility Room Hollow core timber sliding door finished with timber veneer, and fitted with lockset and door stopper. Timber louver is provided for door of the utility room of the following flats: Flats A on 3/F to 36/F</p> <p>Lavatory Aluminum framed folding sliding door finished with metal and fitted with lockset.</p>
Bathroom	<p>Type and material of fittings and equipment: Counter-top finished with natural stone. Basin cabinet finished with plastic laminate, timber veneer and metal. Mirror cabinet finished with plastic laminate, timber veneer, metal and mirror. Fittings include vitreous china wash basin, chrome plated wash basin mixer, vitreous china water closet, chrome plated towel bar, chrome plated toilet paper holder and chrome plated robe hook.</p> <p>Type and material of water supply system: Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply.</p> <p>Type and material of bathing facilities (including shower or bath tub, if applicable) and size of bath tub, if applicable: Enameled cast-iron bathtub (1500mm(L) x 700mm(W) x 410mm(H)) with chrome plated shower set & mixer are provided in bathrooms with bathtub.</p>

Item	Description														
Kitchen / Open kitchen	<p>Material of sink unit and material and finishes of kitchen cabinet: Fitted with stainless steel sink. Kitchen cabinet fitted with wooden cabinet door panel finished with plastic laminate, high gloss lacquer panel and glass.</p> <p>Material of water supply system: Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply.</p> <p>Type of all other fittings and equipment: Sprinkler head and smoke detector are installed for open kitchen.</p>														
Kitchen Appliances	<p>For the following 1-bedroom Unit with Open Kitchen and 2-bedroom Units with Open Kitchen Electric Water Heater, Home Automation Control Board, Refrigerator, Induction Hob, Microwave Oven, Washer Dryer and Hood are provided.</p> <table border="1"> <tr> <td>3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F</td> <td>Unit E, H, J</td> </tr> <tr> <td>3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F</td> <td>Unit B, G, K</td> </tr> </table> <p>For the following 2-bedroom Units and 3-bedroom Units Exhaust Fan, Gas Water Heater, Home Automation Control Board, Refrigerator, Gas Burner, Steam Oven, Washer Dryer and Hood are provided.</p> <table border="1"> <tr> <td>3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F</td> <td>Unit C, D</td> </tr> <tr> <td>3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F</td> <td>Unit F</td> </tr> <tr> <td>37/F</td> <td>Unit B, C</td> </tr> </table> <p>For the following 3-bedroom Units Exhaust Fan, Gas Water Heater, Home Automation Control Board, Refrigerator, Gas Burner, Steam Oven and Hood are provided.</p> <table border="1"> <tr> <td>3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F</td> <td>Unit A</td> </tr> <tr> <td>37/F</td> <td>Unit A, D</td> </tr> </table>	3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit E, H, J	3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit B, G, K	3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit C, D	3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit F	37/F	Unit B, C	3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit A	37/F	Unit A, D
3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit E, H, J														
3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit B, G, K														
3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit C, D														
3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit F														
37/F	Unit B, C														
3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	Unit A														
37/F	Unit A, D														
Other Provisions	<p>Air-conditioner indoor units are provided in all living room / dining room, bedroom 1, bedroom 2, master bedroom and utility room.</p> <p>Video door phone, duct type exhaust fan, thermo ventilator and washer dryer are provided inside residential units.</p>														

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：
 - 「發展項目」 指香港九龍皓日。
 - 「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 買賣雙方同意於接納書的日期後第 **108 / 300** *天或之前於辦公時間(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交易該物業。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 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。
6. 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。
7. 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。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 19 條所載就正式合約應付之所有印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (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。
10. 在正式合約當中，買方須與賣方協議如下—
 - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及

*將不適用者刪去

- (b) 買方須與賣方在正式合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人、受益人、授權人或其他承讓人 (i) 在任何以後的轉售買賣合約或其他合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或除因購入本物業而需向賣方繳付之代價外任何在期間交易所需繳付予任何人士的款項，及 (ii) 在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人履行第 10(b)(i)項中的責任。
11. 該物業的量度尺寸載列於附表 1。
12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
- (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.

16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 若買方亦聘用賣方之律師行為買方之代表律師處理購買本物業的法律文件(包括正式合約、按揭契及轉讓契等)，買方將承擔該律師行在處理正式合約及其後之轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
18. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
19. 一切製作、登記及完成公契及管理協議(『公契』)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、所購住宅的按揭(如有)之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。
20. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
21. 買方同意於成交時簽署一份受本物業大廈公契規限之轉讓契。買方在成交時須按大廈公契規定向管理公司繳交所有按金、上期預繳、特別基金及清理廢料費用所有要繳交的一切費用。如任何上述費用已由賣方付予管理公司，買方均須在交易完成時償還予賣方。
22. 賣方保留權利修改付款方式及售價在計算方面之錯誤或遺漏。
23. 買方如有更改地址或電話，須以書面通知賣方。
24. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
25. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
26.
 - (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)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

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

27. 在本臨時合約中—

- (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；
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

出售條款附表1
Schedule 1 to Conditions of Sale

該物業之量度尺寸
Measurements of the Property

在本附表 1，只有買方購買的該物業之量度尺寸才適用於本出售條款。
In this Schedule 1, only the measurements of the Property purchased by the Purchaser shall be applicable to this Conditions of Sale.

Property 物業: Flat A on 3/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 3 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中— square feet of which— 平方呎為露台的樓面面積； square feet is the floor area of the balcony; 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform; 平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and
	2.001	平方米/ square metres/	22	
	1.500	平方米/ square metres/	16	
	N/A	平方米/ square metres/	N/A	
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 5/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 5 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 6/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 6 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 7/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 7 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

Property 物業: Flat A on 8/F of THE APERTURE, 11 Ngau Tau Kok Road, Kowloon, Hong Kong
香港九龍牛頭角道 11 號皓日 8 樓 A 室

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 the saleable area of the Property is	71.653	平方米/ square metres/	771	平方呎，其中—
	2.001	平方米/ square metres/	22	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎；
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎；
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎；
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎；
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎；
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎；
*天台的面積為 the area of the roof is	N/A	平方米/ square metres/	N/A	平方呎；
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎；
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎；
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。

*將不適用者刪去 Delete as appropriate

出售條款附表 2
Schedule 2 to Conditions of Sale

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

細項	描述
內牆及花板	<p>牆壁的裝修物料的類型:</p> <ul style="list-style-type: none"> - 客廳及飯廳 (3 樓至 36 樓 A、E、F、H 及 J 單位及 37 樓 A 及 D 單位除外) 髹上乳膠漆及木皮飾面。 - 客廳及飯廳 (適用於 3 樓至 36 樓 A、E、F、H 及 J 單位及 37 樓 A 及 D 單位) 髹上乳膠漆、木皮、金屬及玻璃。 - 睡房(外露表面)髹上乳膠漆。 <p>天花板的裝修物料的類型: 客廳、飯廳及睡房天花髹上乳膠漆及乳膠漆面石膏板懸吊天花。</p>
內部地板	<p>地板及牆腳線的用料:</p> <ul style="list-style-type: none"> - 客廳及飯廳內部地板以纖維地板鋪砌及配以木牆腳線。並在通往露台、工作平台及平台的門戶 (如有) 以天然石材及不銹鋼條圍邊。 <p>睡房內部地板以纖維地板鋪砌及配以木牆腳線。並在通往平台的門戶 (如有) 以天然石材及不銹鋼條圍邊。</p>
浴室	<p>牆壁、地板及天花板的裝修物料的類型: 牆壁以天然石材、鏡飾面、瓷磚及金屬鋪砌。 (適用於 3 樓至 36 樓 A、E、F、H 及 J 單位之浴室及 37 樓 A 及 D 單位之浴室 1)</p> <p>牆壁以天然石材及瓷磚鋪砌。 (適用於 3 樓至 36 樓 B、C、D、G 及 K 單位及 37 樓 B 及 C 單位之浴室)</p> <p>牆壁以天然石材及瓷磚鋪砌。 (適用於 3 樓至 36 樓 A 單位及 37 樓 A 及 D 單位之主人浴室)</p> <p>沒有背板的面盆櫃背牆身鋪砌瓷磚。地板以瓷磚鋪砌。天花板使用鋁板天花。 牆壁外露位置的裝修物料鋪至假天花板底。</p>
廚房	<p>牆壁、地板、天花板及灶台的裝修物料的類型: 牆壁以膠板、瓷磚、金屬及岩板鋪砌。吊櫃、地櫃及雪櫃背面牆身鋪砌瓷磚。地板以瓷磚鋪砌。天花板使用鋁板天花。所有灶台以實心面板安裝。牆壁外露位置的裝修物料鋪至假天花板底。(適用於 3 樓至 36 樓 A、C、D 及 F 單位及 37 樓 A、B、C 及 D 單位)</p>
開放式廚房	<p>牆壁、地板、天花板及灶台的裝修物料的類型: 牆壁以膠板、瓷磚、金屬及岩板鋪砌。吊櫃、地櫃及雪櫃背面牆身鋪砌瓷磚。地板以瓷磚及不銹鋼條鋪砌。天花板使用乳膠漆面石膏板天花板。所有灶台以實心面板安裝。牆壁外露位置的裝修物料鋪至假天花板底。(適用於 3 樓至 36 樓 B、E、G、H、J 及 K 單位)</p>

細項	描述
門	<p>用料、裝飾物料及配件:</p> <p>單位主入口 防火實心木掩門配木皮飾面, 配以防盜眼、防盜扣、門氣鼓、防煙條、自動下降防煙條、門鎖及門擋。</p> <p>露台、工作平台及平台 氟碳塗層鋁框門, 配以雙層中空玻璃片配低輻射鍍膜及門鎖。</p> <p>主人睡房、睡房及主人浴室 空心木掩門配木皮飾面, 配以門鎖及門擋。</p> <p>浴室及浴室 1 (3 樓至 36 樓 E、H 及 J 單位除外) 空心木掩門連木百葉配木皮飾面, 配以門鎖及門擋。</p> <p>浴室 (適用於 3 樓至 36 樓 E、H 及 J 單位) 空心木趟門連木百葉及空心木掩門配木皮飾面, 配以門鎖。</p> <p>廚房 防火實心木門配防火玻璃視窗配木皮飾面配玻璃視窗及金屬, 配以門氣鼓、防煙條、自動下降防煙條、門鎖及門擋。</p> <p>工作間 空心木趟門配木皮飾面, 配以門鎖及門擋。 以下單位的工作間門配以木百葉: 3 樓至 36 樓 A 單位</p> <p>洗手間 金屬鋁框趟摺門, 配以門鎖。</p>
浴室	<p>裝置及設備的類型及用料: 櫃檯面配以天然石材。洗手盆櫃配以膠板、木皮飾面及金屬。鏡櫃配以膠板、木皮飾面、金屬及鏡飾面。裝置包括: 瓷洗手盆、鍍鉻洗手盆水龍頭、瓷坐廁、鍍鉻毛巾架、鍍鉻廁紙架及鍍鉻掛衣架。</p> <p>供水系統的類型及用料: 冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉。</p> <p>淋浴設施 (包括花灑或浴缸(如適用)) 及浴缸大小 (如適用): 單位設有浴缸之浴室配備搪瓷鑄鐵浴缸(1500 毫米(長)x 700 毫米(闊)x 410 毫米(高))及鍍鉻花灑套裝及水龍頭。</p>

細項	描述														
廚房 / 開放式廚房	<p>洗滌盆的用料及廚櫃的用料及裝修物料: 裝設不銹鋼洗滌盆。廚櫃配以木櫃門板以膠板、高光漆板及玻璃組成。</p> <p>供水系統的用料: 冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉。</p> <p>所有其他裝置及設備的類型: 消防花灑頭及煙霧探測器安裝於開放式廚房。</p>														
廚房設備	<p>1 房單位之開放式廚房及 2 房單位之開放式廚房 裝置電熱水爐、智能家居控制總箱、雪櫃、電磁爐、微波爐、洗衣乾衣機及抽油煙機。</p> <table border="1" data-bbox="395 680 1481 833"> <tr> <td data-bbox="395 680 938 757">3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓</td> <td data-bbox="948 680 1481 757">E, H, J 單位</td> </tr> <tr> <td data-bbox="395 757 938 833">3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓</td> <td data-bbox="948 757 1481 833">B, G, K 單位</td> </tr> </table> <p>2 房單位及 3 房單位 裝置抽氣扇、煤氣熱水爐、智能家居控制總箱、雪櫃、煤氣煮食爐、蒸焗爐、洗衣乾衣機及抽油煙機。</p> <table border="1" data-bbox="395 1016 1481 1214"> <tr> <td data-bbox="395 1016 938 1093">3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓</td> <td data-bbox="948 1016 1481 1093">C, D 單位</td> </tr> <tr> <td data-bbox="395 1093 938 1169">3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓</td> <td data-bbox="948 1093 1481 1169">F 單位</td> </tr> <tr> <td data-bbox="395 1169 938 1214">37 樓</td> <td data-bbox="948 1169 1481 1214">B, C 單位</td> </tr> </table> <p>3 房單位 裝置抽氣扇、煤氣熱水爐、智能家居控制總箱、雪櫃、煤氣煮食爐、蒸焗爐及抽油煙機。</p> <table border="1" data-bbox="395 1397 1481 1514"> <tr> <td data-bbox="395 1397 938 1473">3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓</td> <td data-bbox="948 1397 1481 1473">A 單位</td> </tr> <tr> <td data-bbox="395 1473 938 1514">37 樓</td> <td data-bbox="948 1473 1481 1514">A, D 單位</td> </tr> </table>	3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	E, H, J 單位	3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	B, G, K 單位	3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	C, D 單位	3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	F 單位	37 樓	B, C 單位	3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	A 單位	37 樓	A, D 單位
3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	E, H, J 單位														
3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	B, G, K 單位														
3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	C, D 單位														
3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	F 單位														
37 樓	B, C 單位														
3 樓, 5 樓至 12 樓, 15 樓至 23 樓, 25 樓至 33 樓, 35 樓至 36 樓	A 單位														
37 樓	A, D 單位														
其他配套	<p>所有住宅單位的客廳/飯廳、睡房 1, 睡房 2, 主人睡房及工作間均配備室內空調機。</p> <p>所有住宅單位均配備視像對講機、風喉式抽氣扇、浴室寶及洗衣乾衣機。</p>														

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Vendor's written acceptance thereof and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of acceptance of tender

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

4. Declarations, representations and warranties

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

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

(b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

5. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

Schedule to the Offer Form

(To be completed by the Tenderer)

<i>Section 1 - Particulars of the Tenderer</i>			
Name			
ID No. / Passport No. / BR No.			
Address/ Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	Telephone		Fax

<i>Section 2 – Tendered Property</i>	
Floor	Unit

<i>Section 3 - Purchase price</i>			
Purchase price (HK\$)			
Cashier order (s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.
Gifts, financial advantage or benefits	If the tender is accepted by the Vendor, the Tenderer shall enjoy the following gifts, financial advantage or benefits in connection with the purchase of the Tendered Property subject to the terms and conditions set out in the Tender Notice and the relevant transaction documents: <i>(* Please tick as appropriate)</i>		
	<input checked="" type="checkbox"/> Special Cash Rebate		
	<input type="checkbox"/> Early Settlement Cash Rebate		

Section 4 – Payment plan (Please tick as appropriate)*

Payment Plan (A) (108-day Cash Payment Plan) - Terms of payment

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance.
- 90% of the purchase price (balance of purchase price) shall be paid within 108 days after the date of Letter of Acceptance.

Payment Plan (B) (300-day Cash Payment Plan) - Terms of payment

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- A further deposit equivalent to 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance.
- 90% of the purchase price (balance of purchase price) shall be paid within 300 days after the date of Letter of Acceptance.

<i>Section 5 - Intermediary (if any)</i>	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	
<p><u>Declaration regarding Intermediary (applicable only if an Intermediary is specified)</u></p> <p>I/We declare and confirm that 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. 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 this Tender Document.</p>	

<i>Section 6 - Declaration of relationship with the Vendor (* Please tick as appropriate)</i>	
<p>I/We * <input type="checkbox"/> are / <input type="checkbox"/> are not a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).</p> <p><i>(A person is a related party to the Vendor if that person is:</i></p> <ul style="list-style-type: none"> <i>(a) a director of the Vendor, or a parent, spouse or child of such a director;</i> <i>(b) a manager of the Vendor;</i> <i>(c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;</i> <i>(d) an associate corporation or holding company of the Vendor;</i> <i>(e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or</i> <i>(f) a manager of such an associate corporation or holding company.</i> <p><i>For the purpose of this Declaration, "manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and "private company" has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).</i></p>	

Section 7 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

1. Tender Document with the Offer Form completed and signed
2. Cashier order(s) and cheque(s) (if applicable)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Warning to Purchasers (undated)
 - (2) Acknowledgement Letter Regarding Stamp Duty (undated)
 - (3) Vendor's Information Form (undated)
 - (4) Personal Information Collection Statement (undated)
 - (5) Acknowledgement Letter regarding Viewing of Show Flats (undated)
 - (6) Acknowledgement Letter regarding Outdoor Air-conditioner Unit (undated)
 - (7) Acknowledgement Letter regarding Operation of Gondola (undated)
 - (8) Acknowledgement Letter regarding Early Settlement Cash Rebate (undated)

Section 8 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer’s directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor’s prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer’s directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer’s directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

Section 9 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

Signed by the Tenderer:	Witnessed by:
X	X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

*End of Part 3: Offer Form
End of the Tender Document*

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，並受本招標文件及出售條款的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. 收取接受投標書信函的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函及退回銀行本票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. 本人／我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有)。

要約表格的附表

(由投標者填寫)

第1節 - 投標者的資料				
名稱				
身份證／護照／商業登記證號碼				
地址／註冊辦事處				
香港通訊地址(如與上面不同)				
聯絡資料	聯絡人			
	電話		傳真	

第2節 - 投標物業	
樓層	單位

第3節 - 樓價			
樓價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號
贈品、財務優惠或利益	如投標書獲賣方接納，投標者可就購買該投標物業連帶獲得下列贈品、財務優惠或利益，惟受招標公告及相關交易文件的條款及細則約束：(*請別適用者)		
	<input checked="" type="checkbox"/> 特別現金回贈		
	<input type="checkbox"/> 提前付清樓價現金回贈		

第4節-支付辦法(*請剔適用者)

支付辦法 (A) (108 天現金付款計劃) - 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 樓價 90%(樓價餘額) 於接納書的日期後 108 日內繳付。

支付辦法 (B) (300 天現金付款計劃) - 支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 加付訂金即樓價 5%於接納書的日期後 30 日內繳付。
- 樓價 90%(樓價餘額) 於接納書的日期後 300 日內繳付。

第5節- 中介人(如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明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、承諾或陳述，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、承諾或陳述向買方、中介人或任何其他人士負責。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招標文件進行。

第6節- 與賣方關係的聲明(*請剔適用者)

就《一手住宅物業銷售條例》(第 621 章)而言，本人／我們 * 是 / 不是 賣方的「有關連人士」。

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。)

第7節- 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.7 段)：

- 1. 招標文件及要約表格已填妥及簽署
- 2. 銀行本票及支票(如適用)
- 3. 投標者的身份證明文件
- 4. 中介人的牌照(如適用)
- 5. 由投標者填妥並簽署的附件的文件：
 - (1) 對買方的警告(未有填上日期)
 - (2) 關於印花稅的確認書(未有填上日期)
 - (3) 賣方資料表格(未有填上日期)
 - (4) 個人資料收集聲明(未有填上日期)
 - (5) 示範單位參觀確認函(未有填上日期)
 - (6) 關於空調機室外機(未有填上日期)

- (7) 有關吊船操作的確認函(未有填上日期)
 (8) 關於提前付清樓價現金回贈確認信(未有填上日期)

第8節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

第9節 – 投標者及見證人的簽署

本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)

投標者簽署：

見證人簽署：

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

投標人須
填妥本頁

第3 部份：要約表格完
招標文件完

附件 Annex

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

*(The Annex does not form part of the Tender Document. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with “#” **should be signed and submitted** together with the Tender Document.)*

1. 對買方的警告 #
Warning to Purchasers #
2. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
3. 賣方資料表格#
Vendor's Information Form#
4. 個人資料收集聲明 #
Personal Information Collection Statement #
5. 示範單位參觀確認函 #
Acknowledgement Letter regarding Viewing of Show Flats #
6. 關於空調機室外機の確認信 #
Acknowledgement Letter regarding Outdoor Air-conditioner Unit #
7. 有關吊船操作的確認函 #
Acknowledgement Letter regarding Operation of Gondola #
8. 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit
9. 關於提前付清樓價現金回贈確認信 #
Acknowledgement Letter regarding Early Settlement Cash Rebate #
10. 提早付清樓價現金回贈申請表格
Application Form for Early Settlement Cash Rebate
11. 律師收費表
Legal fees and disbursements table
12. 披露賣方與根據公契獲委任的管理人之間的關係
Disclosure of relationship between vendor and the manager appointed under the deed of mutual covenant

WARNING TO PURCHASERS
對買方的警告

Annex 1 附件 1

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	
	Flat 室 <u>A</u> Floor 樓
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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

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

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

Dated this day of
公曆 年 月 日

Signed by the Purchaser(s) 買方簽署

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	
	Flat 室 <u>A</u> Floor 樓
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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

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

Demand-side Management Measures for Residential Properties

住宅物業的需求管理措施

1. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty (“**AVD**”) rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer’s stamp duty.
《2024年印花稅(修訂)條例》(《2024年修訂條例》)已於2024年4月19日刊憲，以實施2024-25年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》，(a)由2024年2月28日起，第1標準第1部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第2標準的稅率相同；及(b)在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。
2. For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。
3. The Purchaser undertakes to deliver and shall procure the Purchaser’s solicitors to deliver to the Vendor’s Solicitors, within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
買方承諾向賣方律師交付並促使其律師向賣方律師交付，在買賣合約訂立之日起1個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

Other Matters 其他事項

4. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人/我們確認及知悉，若本人/我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。
5. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.
本確認書不構成你們給予本人/我們任何意見或陳述。本人/我們明白如有疑問，本人/我們應徵詢專業人士之意見。
6. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
7. This Chinese translation of this letter is for reference purposes only. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

本函中文譯本僅供參考，如本文件之中英文文本有任何歧義，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Annex 3 附件 3

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	
	Flat 室 <u>A</u> Floor 樓 3
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$3,596/month 每月港幣 3,596 元
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property 本物業應課差餉租值之 3% There has been no apportionment of Government rent for the Property as at the date of printing of this form. 直至本表格印刷之日，尚未有為本物業分攤地租
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Hang Lung Management Services (HK) Limited
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing:
印製日期：

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Annex 3 附件 3

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	
	Flat 室 <u>A</u> Floor 樓 5
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$3,596/month 每月港幣 3,596 元
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Signed by the Purchaser(s) 買方簽署

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Property 該物業	
	Flat 室 <u>A</u> Floor 樓 6
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
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I.D. / B.R. No. 身份證 / 商業登記證號碼	
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印製日期：

Signed by the Purchaser(s) 買方簽署

個人資料收集聲明 Personal Information Collection Statement

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

Total Select Limited 及恒隆地產代理有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易), 需要閣下不時向我們提供閣下的個人資料(信息)。若沒有所需的個人資料(信息), 我們可能無法提供閣下要求的服務及產品。

From time to time, it is necessary for you to supply Total Select Limited and Hang Lung Real Estate Agency Limited ("we", "us" or "our") with your personal information in connection with the provision of services and products from us, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary personal information.

本公司基於本《個人資料(信息)處理聲明》(「本聲明」)所載目的向閣下本人收集個人資料(信息)時, 閣下應確保該等個人資料(信息)在提供時的真實性和有效性。如閣下提供其他人士的個人資料(信息), 亦應確保閣下已經告知並獲得該等人士對於本聲明的同意, 且該等人士合法授權閣下向本公司提供該等人士的個人資料(信息)。因閣下提供的個人資料(信息)不真實和/或不具有有效性而導致本聲明所載目的無法實現, 或本公司因此做出不準確判斷或導致閣下的物業交易流程延誤、中斷或者終止的, 應由閣下自行承擔由此給本公司和/或閣下造成的一切損失和/或不利後果。

When we collect personal information from you for the purposes stated in this Personal Information Processing Statement (the "Statement"), you shall ensure that such personal information when provided to us is true and valid. If you provide personal information of another individual, you shall ensure that you have informed such individual of and obtained the consent from such individual concerning this Statement, and such individual has lawfully authorized you to provide personal information of him/her to us. If the personal information provided by you is false and/or invalid and results in the purposes stated in this Statement not being achieved, or we conduct inaccurate evaluations or your property transaction process is delayed, suspended or terminated, you shall be solely liable for all losses and/or adverse consequences suffered by us and/or you.

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制如下有關閣下的個人資料(信息)統稱為「閣下資料」:

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

(1) 個人資料(信息), 包括:

Personal information, including:

- (i) 一般個人資料(信息): 姓名、生日、國籍、婚姻狀況(如閣下需提供結婚證書)、性別、地址、聯繫電話、電子郵寄地址、照片(載於身份證及/或護照);

General personal information: name, birthday, nationality, marital status (if you are required to provide a marriage certificate), gender, address, contact number, email address, photo (as included in the ID card and/or passport);

- (ii) 工作資料: 職業(如閣下需提供結婚證書及/或出生證明書及該資料載於其中); 及

Employment information: occupation (if you are required to provide a marriage certificate and/or a birth certificate and such information is stated therein); and

- (iii) 家庭成員個人資料(如適用): 姓名、生日、國籍、婚姻狀況(如閣下需提供結婚證書)、性別、地址、聯繫電話、電子郵寄地址、照片(載於身份證及/或護照)、職業(如閣下需提供結婚證書及/或出生證明書及該資料載於其中)。

Personal information of family members (if applicable): name, birthday, nationality, marital status (if you are required to provide a marriage certificate), gender, address, contact number, email address, photo (as included in the ID card and/or passport), occupation (if you are required to provide a marriage certificate and/or a birth certificate and such information is stated therein).

(2) 敏感個人資料(信息), 包括:

Sensitive personal information, including:

- (i) 個人身份資訊: 身份證、護照; 及

Personal identification information: ID card, passport; and

- (ii) 其他敏感個人資料(信息): 銀行帳戶信息(該資料或於閣下安排任何付款時提供)。

Other sensitive personal information: bank account information (such information may be provided when you arrange any payment).

本聲明列出閣下資料可能被用作的用途、閣下就我們處理閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(香港法例第 486 章)和《中華人民共和國個人信息保護法》(如適用)的權利。如對我們處理的閣下資料的範圍和/或具體內容等有疑問, 該疑問應以書面形式發送至恒隆地產有限公司資料保護主任, 地址為(如郵寄) 香港中環德輔道中四號渣打銀行大廈 28 樓及電郵地址為(如電郵) CorpComm@hanglung.com, 本公司會在收到閣下的該等疑問之日起三十日或者法律法規規定的期限內給予說明 本公司在此特別說明, 若閣下堅持不提供前述閣下資料, 可能會導致本公司無法處理閣下的物業交易。本公司對閣下因此遭受的損失不承擔任何責任。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our processing of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap. 486 of the Laws of Hong Kong and the Personal Information Protection Law of PRC (if applicable). If you have any queries on the scope and/or specific details concerning our processing of Your Information, such questions should be in writing and sent to the Data Protection Officer, Hang Lung Properties Limited at (if by post) 28/F, Standard Chartered Bank Building, 4 Des Voeux Road Central, Hong Kong or at (if by email) CorpComm@hanglung.com. We will make clarifications within 30

calendar days or within the prescribed period of time under applicable laws and regulations upon receiving your queries. We hereby specifically state that, if you insist on not providing Your Information as abovementioned, we may not process your property transaction(s). We will not be liable for any losses that you may suffer for reasons arising therefrom.

為確保本公司持有最新的閣下資料及符合所有適用的與隱私權、資料處理及個人資料(信息)保護等相關的法律法規, 若本公司持有閣下的或者閣下提供的其他人士的個人資料(信息)有任何變動, 建議閣下及時通知本公司。否則由此產生的損失及 / 或不利後果需閣下個人承擔。

In order to ensure that Your Information which we hold is most up-to-date and we comply with all applicable laws and regulations in connection with privacy rights, processing and protection of personal information, we suggest that you inform us in a timely manner if there is any change to the personal information that we hold about you or other individuals whose personal information is provided by you to us. Otherwise, you shall be solely liable for any losses and/or adverse consequences arising therefrom.

閣下資料可能被收集及使用的用途 Purposes for which Your Information may be collected and used

我們可能收集並不時使用及處理某些閣下資料作下列一個或多個用途:

We may collect, use and process certain of Your Information for one or more of the following purposes from time to time:

- (i) 為處理閣下的物業交易, 包括準備文件和作出任何必要的安排以完成交易;
for handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 為向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益 (不論屬財務性質或以贈品或其他形式提供);
for providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通, 為與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;
where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, for liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) 為處理閣下就服務、產品、會籍或利益的申請或要求;
for handling your applications or requests for services, products, memberships or benefits;
- (v) 為促進物業管理及保安;
for facilitating property management and security;
- (vi) 為就我們或恒隆地產有限公司(「恒隆地產」)及 / 或其有聯繫公司提供的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
for conducting surveys (which is on a voluntary basis) on the quality of services, properties, property developments or products provided by us or Hang Lung Properties Limited ("Hang Lung") and/or its associated companies;
- (vii) 為促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分);
for marketing services, properties, property developments, products and other subjects (please see further details in the "Use of Your Information in direct marketing" section below);
- (viii) 為進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分);
for conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (ix) 為與閣下溝通;
for communicating with you;
- (x) 為調查及處理投訴;
for investigating and handling complaints;
- (xi) 為預防或偵測非法或可疑活動; 及
for preventing or detecting illegal or suspicious activities; and
- (xii) 為在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。
for making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

轉移閣下資料 Transfer of Your Information

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

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

- (i) 恒隆地產及 / 或其有聯繫公司;
Hang Lung and/or its associated companies;
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士;
any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商;
any agent, contractor or third-party service provider who provides administrative, telecommunications, computer or other services to or

- support the operation of our business;
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士；及
any person involved in your property transaction; and
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。
any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

在直接促銷中使用閣下資料 Use of Your Information in direct marketing

(i) 除非閣下書面不同意或反對，我們可在直接促銷中使用閣下資料，及(ii) 除非閣下書面不同意或反對，我們可向其他人士提供閣下資料以供其在直接促銷中使用。

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

就直接促銷，我們有意：

In connection with direct marketing, we intend:

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) 向閣下促銷以下類別的服務及產品：
to market the following classes of services and products to you:
- (1) 恒隆地產及 / 或其有聯繫公司提供的物業或物業發展項目；
properties or property developments offered by Hang Lung and/or its associated companies;
- (2) 我們或恒隆地產及 / 或其有聯繫公司提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
services and products offered by us or Hang Lung and/or its associated companies (including real estate agency services, credit facilities and financial services);
- (3) 我們或恒隆地產及 / 或其有聯繫公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or Hang Lung and/or its associated companies; and
- (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動。
donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities.
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予恒隆地產及 / 或其有聯繫公司以供其在直接促銷以上(b)段所述的服務及產品類別中使用。
in return for money or other property, to provide Your Information described in (a) above to Hang Lung and/or its associated companies for their use in direct marketing the classes of services and products described in (b) above.

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

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 the “Access to, correction and deletion of Your Information” section below to opt out from direct marketing at any time.

保護及保存閣下資料 Protection and retention of Your Information

閣下資料會以列印本或電子方式保存（例如保存在資訊處理系統及資料庫、通訊、付款、閉路電視、通行卡或其他系統）。本公司會採取符合法律法規要求的方式、手段及標準確保閣下的個人資料(信息)的安全。

Your Information will be stored in printed form or electronically (for example, stored in information processing systems and databases, communications, payment, closed-circuit television, pass cards or other systems). We will adopt methods, means and standards that meet the requirements of laws and regulations to ensure the security of your personal information.

本公司將在適當期間保留閣下資料作核實及紀錄用途。有關資訊其後會以符合法律法規要求的方式處理並採取相應保密措施。

We will store Your Information for such period as may be necessary for our verification and record purposes. Relevant information will be processed in accordance with the requirements of laws and regulations, and corresponding confidentiality measures will be taken.

查閱、改正及刪除閣下資料 Access to, correction and deletion of Your Information

閣下有權根據法律法規要求查閱、改正及刪除閣下資料。如有任何查閱或改正或刪除資料的要求，應以書面形式發送至恒隆地產有限公司資料保護主任，地址為(如郵寄) 香港中環德輔道中四號渣打銀行大廈 28 樓及電郵地址為(如電郵) CorpComm@hanglung.com。

You have the right to request access to, correction and deletion of Your Information in accordance with the provisions of laws and regulations. Any information access request or information correction request or information deletion request should be in writing and sent to the Data Protection Officer, Hang Lung Properties Limited at (if by post) 28/F, Standard Chartered Bank Building, 4 Des Voeux Road Central, Hong Kong or at (if by email) CorpComm@hanglung.com.

我們有權就處理及符合閣下的查閱資料要求收取合理費用。

We have the right to charge you a reasonable fee for processing and complying with your information access request.

處理未成年人個人資料(信息) Processing personal information of minors

閣下知悉並同意，本聲明中的「未成年人」是指不滿十八周歲的未成年人。若閣下是十八周歲以下的未成年人，請在事先取得父母或監護人對本聲明的同意後購買本公司的物業。

You understand and agree that a “minor” in this Statement refers to a minor under the age of 18. If you are a minor under the age of 18, please obtain the consent of your parents or guardian to this Statement in advance to purchase our property.

儘管當地法律和習俗對「兒童」的定義不同，但我們將不滿十四周歲的任何人均視為兒童。如果閣下是十四歲以下的兒童，對於經父母同意而收集兒童個人資料(信息)的情況，除法律法規有相關要求之外，我們會設法儘快刪除相關資料。

Although local laws and customs have different definitions of “children”, we consider anyone under the age of 14 to be a child. If you are a child under the age of 14, in case where collection of personal information of a child is conducted with consent of the child’s parents, we will seek to delete the relevant information as soon as possible unless as otherwise required by laws and regulations.

單獨同意函 Separate Consent Letter

閣下知悉並同意，本公司根據適用法律法規的要求，將在特定情形下，向閣下征得處理個人資料(信息)活動的單獨同意。相關單獨同意函請見附錄。

You acknowledge and agree that, we will obtain separate consents from you concerning the processing of your personal information in certain circumstances according to the requirements of applicable laws and regulations. Please see the attached appendices for such separate consent letters.

語言版本 Language Version

本聲明及其附錄的不同語言版本（如有）之間的任何部分若有任何不符之處，應以英文版本為準。

If there is any discrepancy in any section between the different language versions (if any) of this Statement and its appendices, the English version shall prevail.

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

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

請不要向我發送直接促銷資訊。
Please do NOT send direct marketing information to me.

請不要將本人的個人資料(信息)提供予其他人士以供其在直接促銷中使用。
Please do NOT provide my personal information to other persons for their use in direct marketing.

Signature:

簽署： _____

Name :
姓名： _____

Date :
日期： _____

關於參觀物業的確認信
Acknowledgement Letter regarding Viewing of Property

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	
	Flat 室 <u>A</u> Floor 樓
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

I/We, the undersigned, hereby acknowledge and confirm that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property (the "PASP") that :- 本人/我們, 下方簽署人, 特此確認, 本人/我們在簽署有本物業的臨時買賣合約 (「臨時合約」) 前: -	Please put a tick ("✓") if applicable 如適用, 請以剔號 ("✓") 表示				
I/We have viewed the Property on the date as stated below:- 本人/我們已於下述日期, 參觀了本物業: - _____	<input type="checkbox"/>				
<p>1. The Vendor has informed me/us that, since it is not reasonably practicable for the Vendor to make the Property available for viewing by me/us, the Vendor has made a comparable residential property as stated below available for viewing by me/us prior to my/our signing of the PASP; 賣方已通知本人/吾等, 由於賣方開放本物業供本人/我們參觀並非合理地切實可行, 在本人/我們簽署臨時合約前, 賣方已開放下述與本物業相若的住宅物業供本人/我們參觀;</p> <p>2. I/We have viewed the comparable residential property of the Property on the date stated below; and 本人/我們已於下述日期參觀了與本物業相若的住宅物業; 及</p> <p>3. I/We agree that the Vendor shall be deemed to have complied with Section 44(1) of the Residential Property (First-hand Sales) Ordinance regarding the requirements for viewing of property in a completed development. 本人/我們同意賣方將被視作已遵守『一手住宅物業銷售條例』第 44(1)條有關參觀已落成發展項目中的物業的規定。</p> <table border="1" style="width: 100%;"> <tr> <td>Comparable residential property of the Property: 與本物業相若的住宅物業</td> <td></td> </tr> <tr> <td>Date of viewing the comparable residential property of the Property : 參觀與指明住宅物業相若的住宅物業日期 :</td> <td></td> </tr> </table>	Comparable residential property of the Property: 與本物業相若的住宅物業		Date of viewing the comparable residential property of the Property : 參觀與指明住宅物業相若的住宅物業日期 :		<input type="checkbox"/>
Comparable residential property of the Property: 與本物業相若的住宅物業					
Date of viewing the comparable residential property of the Property : 參觀與指明住宅物業相若的住宅物業日期 :					
<p>1. I/We understand that it is not reasonably practicable for the Property to be viewed by me/us ; 本人/我們明白開放本物業供我/我們參觀並非合理地切實可行;</p> <p>2. I/We understand that it is not reasonably practicable for any comparable residential property in the Development to be viewed by me/us; and 本人/我們明白開放與本物業相若的住宅物業供本人/我們參觀並非合理地切實可行;及</p> <p>3. By reason of the above, I/We agree that the Vendor is not required to make the Property or a comparable residential property available for viewing by me/us before the Property is sold to me/us. 基於上述原因, 本人/我們同意賣方無須在本物業售予本人/我們之前開放本物業或與本物業相若的住宅物業供本人/我們參觀。</p>	<input type="checkbox"/>				

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義, 一切以英文文本為準。

買方簽署 Signature(s) of the Purchaser(s)

Date 日期

關於空調機室外機的確認信
Acknowledgement Letter regarding Air-conditioner Outdoor Unit

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	Flat 室 <u>A</u> Floor 樓
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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 (the "**Preliminary Agreement**") of the Property that:

本人/吾等，下方簽署人，特此確認，本人/吾等在簽署本物業的臨時買賣合約(「**臨時合約**」)前明白和接納：

- The Purchaser understands and accepts that there is/are air-conditioner outdoor unit(s) serving the Property installed on/at the air conditioner platform of the Property or the air-conditioner plinth on the flat roof of the Property, which for the purposes of identification only is/are shown on the floor plans on sales brochure.
本人/吾等明白及接受本物業之空調機室外機安裝於本物業冷氣機平台或本物業平台的冷氣機台。該空調機室外機顯示於售樓說明書的平面圖上，以茲識別。
- I/We have been advised to, before entering into the Preliminary Agreement of the Property, peruse the sales brochure of the Development and seek professional advice for details.
本人/吾等確認於簽訂本物業的臨時合約前已獲建議細閱發展項目的售樓說明書並尋求專業意見以獲取詳情。
- I/We have agreed to purchase the Property with full knowledge of the abovementioned air-conditioner outdoor unit(s) and its/their installation location(s) without any objection.
本人/吾等同意購入本物業時已完全知悉上述之空調機室外機及其安裝位置而不會作出任何反對。
- I/We shall be responsible for maintenance of the abovementioned air-conditioner outdoor unit(s) at my/our own costs and expense.
本人/吾等將會負責保養上述之空調機室外機，費用及開支由本人/吾等承擔。
- This document shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase agreement (the "Agreement"), including without limitation to the Vendor's right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans, and the generality of those rights. The Vendor reserves the rights to alter the building plans and other plans of the Development or any part thereof. The design of the Development shall be subject to the final approval of the relevant government.
本文件並不影響臨時合約及其後之正式買賣合約(「買賣合約」)，包括(但不限於)買賣合約項下賣方以其他裝置、裝修物料及設備代替本物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改發展項目及其任何部分之建築圖則及其他圖則設計，發展項目設計以政府相關部門批核為準。
- A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.
並非本文件一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本文件任何條款及條件之利益。
- In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above.
本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉並接受和同意上述事項。

買方簽署 Signature(s) of the Purchaser(s)

Date 日期

有關吊船操作的確認函
Acknowledgement Letter Regarding Operation of Gondola

Vendor 賣方	Total Select Limited
Address 地址	皓日 THE APERTURE, No.11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE
Property 該物業	Flat 室 <u>A</u> Floor 樓
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

I/We hereby acknowledge and declare that I/we am/are fully aware of and accept the following restriction under the Deed of Mutual Covenant and Management Agreement prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:-

本人 / 我等謹此確認及聲明，在本人 / 我等簽署上述物業之臨時買賣合約前，本人 / 我等完全明白及接受以大廈公共契約及管理協議所載的限制：

- 1 (a) During the times for necessary service, cleaning, enhancement, maintenance, repair, renovation, decoration, improvement and/or replacement of any part of the Development arranged by the Manager (as defined in the Deed of Mutual Covenant and Management Agreement) of the Development, the gondola will be operating in the portion of airspace outside the Property above the roof and/or flat roof or the parapet walls of the flat roof of any unit or the Manager will have temporary access to the flat roofs on the 3rd Floor and the flat roofs on the 37th Floor.
當發展項目的管理人(根據大廈公共契約及管理協議的定義)為發展項目進行任何服務、清潔、提昇、維修、修理、裝修、裝飾、改善及/或更新的工程時，吊船將會在本物業外部及/或某些單位的天台及/或平台或平台的矮牆上的上空進行操作，或管理人需暫時進入 3 樓的平台及 37 樓的平台。
 - (b) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in his residential unit and/or in the roof and/or flat roof or the parapet walls of the roof and/or flat roof pertaining or belonging to his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola by the Manager at any time in the course of management and/or maintenance of the Development.
業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位及/或住宅單位的天台及/或平台或天台及/或平台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響管理人於管理及/或維修發展項目期間任何時候操作吊船。
 - (c) My/our enjoyment of the Property, the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.
管理人在管理及 / 或維修發展項目期間操作吊船時，可能對本人 / 吾等享用本物業及/或屬於本物業的天台、平台、露台及 / 或工作平台(如有者)及 / 或天台、平台、露台及/或工作平台的矮牆 (如有者) 造成不利影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
 3. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

買方簽署 Signature(s) of the Purchaser(s)

Date 日期

香港九龍皓日 THE APERTURE (「該發展項目」)
皓日 THE APERTURE, Kowloon, Hong Kong (the “Development”)

贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits

第 I 部份
Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor’s offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. (如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
(If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor’s decision shall be final and binding on the Purchaser.
6. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
(If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.

第 II 部份
Part II

1. 賣方將就購買該物業向買方提供以下贈品、財務優惠或利益：
The following gift, financial advantage or benefit will be made available by the Vendor to the Purchaser in connection with the purchase of the Property:-
 - (A) Special Cash Rebate
特別現金回贈
 - (a) Subject to paragraph (b) below, the Purchaser shall be entitled to:-
受制於以下第(b)段，買方可享有:-

Special Cash Rebate being the amount equals to the percentage as set out in the table below (the "**Special Cash Rebate**") of the Purchase Price as stated in the Agreement.

相等於「正式合約」上所載該物業的樓價以下列表格所指明的百分比計算「特別現金回贈」(「特別現金回贈」)。

Special Cash Rebate 特別現金回贈	Percentage of Purchase Price 樓價的百分比
	2%

(b) The Purchaser shall fulfill the following conditions for its entitlement of the Special Cash Rebate:-
買方須履行下列各項條件以符合「特別現金回贈」的資格：-

- (i) the Purchaser shall execute a legally binding Agreement of the Property (in the form prescribed by the Vendor without amendments) in accordance with the terms and conditions of the Preliminary Agreement; 買方須按照「臨時合約」的條款與細則，簽署一份有法律約束力的正式合約(按賣方規定的格式及不得作出修改)；
- (ii) the Purchaser shall make payment of the further deposit, part payment and balance of the Purchase Price within the time specified in the Agreement and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement; and 買方須於「正式合約」規定的限期內支付進一步訂金、部份付款及樓價餘額，並履行及遵守「臨時合約」和「正式合約」所有其他條款與細則；及
- (iii) the Purchaser shall have paid the full amount of the Purchase Price to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Agreement . 買方須於「正式合約」規定的成交日期或之前，向賣方支付全部樓價及完成「該物業」的買賣。

(c) Subject to and conditional upon your fulfilling of all the conditions in paragraph (b) above, the Vendor will apply the Special Cash Rebate for part payment of the balance of the Purchase Price of the Property. 在買方履行以上第(b)段所有責任的前提下，賣方將會直接於該物業成交時將「特別現金回贈」用於支付該物業的部份樓價餘款。

(B) Early Settlement Cash Rebate
提前付清樓價現金回贈

This Early Settlement Cash Rebate is only applicable if the Purchaser has chosen the "300-day Cash Payment Plan" under the Form of Tender
「提前付清樓價現金回贈」只適用於在投標表格中選擇了「300天現金付款計劃」的買方

- (a) 如買方提前於臨時買賣合約及正式買賣合約訂明的付款日期之前付清樓價餘額，可根據以下列表獲賣方送出提早付清樓價現金回贈優惠(「**提早付清樓價現金回贈優惠**」)。
Where the Purchaser settles the balance of the purchase price in advance of the date of payment specified in the preliminary agreement for sale and purchase and the agreement for sale and purchase, the Purchaser shall be entitled to an Early Settlement Cash Rebate Benefit ("**Early Settlement Cash Rebate Benefit**") offered by the Vendor according to the table below.

提前付清樓價現金回贈列表

Early Settlement Cash Rebate Table:

物業的成交日期 Date of completion of the sale and purchase of the Property	前付清樓價現金回贈金額 Early Settlement Cash Rebate amount
簽署臨時合約日期後 108 日內 Within 108 days after the date of signing of the PASP	成交金額 6% 6% of the transaction price
簽署臨時合約日期後 109 日至 150 日內 Within 109 days to 150 days after the date of signing of the PASP	成交金額 5% 5% of the transaction price
簽署臨時合約日期後 151 日至 180 日內	成交金額 4%

Within 151 days to 180 days after the date of signing of the PASP	4% of the transaction price
---	-----------------------------

- (b) 買方須於付清樓價的餘額日期前最少30日，以書面方式向賣方申請提早付清樓價現金回贈。賣方會於收到申請並確認有關資料無誤後，將提早付清樓價現金回贈直接用於支付部分樓價餘額(或以其他由賣方決定的方式支付)。
- The Purchaser shall apply to the Vendor in writing for the Early Settlement Cash Rebate Benefit at least 30 days before the date of full settlement of the balance of the purchase price. After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Settlement Cash Rebate Benefit for partial settlement of the balance of the purchase price directly (or in any other manner as the Vendor may decide).
- (c) 付清樓價日期以賣方代表律師收到扣除提早付清樓價現金回贈優惠後的所有樓價款項日期為準。如提早付清樓價現金回贈優惠列表中訂明的每個提早付清樓價的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義)，則該日定為下一個工作日。
- The date of settlement of the purchase price shall be the date on which all the purchase price (after deducting the Early Settlement Cash Rebate Benefit) is received by the Vendor's solicitors. If the last day of each of the periods as set out in the Early Settlement Cash Rebate Benefit Table is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.
- (d) 此優惠受其他條款及細則約束。
- This benefit is subject to other terms and conditions.

2. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權各任何其他人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。
- All the gift, or financial advantage or benefit to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

關於提前付清樓價現金回贈確認信
Acknowledgement Letter regarding Early Settlement Cash Rebate

發展項目 Development: 香港九龍牛頭角道11號皓日 THE APERTURE
 皓日 THE APERTURE, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong
 賣方 Vendor: Total Select Limited
 本物業 The Property: 樓 Floor _____ 室 Flat _____

買方姓名 Purchaser Name(s)	身份證/護照/商業登記號碼 I.D./Passport/B.R. No.
(1) _____	(1) _____
(2) _____	(2) _____
(3) _____	(3) _____
(4) _____	(4) _____

To the Purchaser(s) 致買方：

We refer to your purchase of the Property under a preliminary agreement for sale and purchase dated _____ (“Preliminary Agreement”).
 有關閣下根據日期為_____年_____月_____日之臨時買賣合約(「臨時合約」)購買本物業。

1. The purpose of this letter is to confirm our offer to you an early settlement cash rebate (“Early Settlement Cash Rebate”) as follows, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 2 below:

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第2段所列責任的條款),向閣下提供提早付清樓價現金回贈(「提早付清樓價現金回贈」)如下:

- (a) Where the Purchaser settles the balance of the purchase price (after deducting the Early Settlement Cash Rebate) (“Purchase Price”) as set out in the Preliminary Agreement and the Agreement for Sale and Purchase (“Agreement for Sale and Purchase”) in advance of the date of payment specified in the Preliminary Agreement and the Agreement for Sale and Purchase, the Purchaser shall be entitled to an Early Settlement Cash Rebate offered by the Vendor according to the table below.

如買方提前於臨時合約及正式買賣合約(「正式合約」)訂明的付款日期之前付清臨時合約及正式合約列明的樓價(「樓價」)的餘額,可根據以下列表獲賣方送出「提早付清樓價現金回贈」。

- (b) Early Settlement Cash Rebate Benefit Table
 「提早付清樓價現金回贈」優惠列表

(Only applicable to Purchaser who select Terms of Payment (B) (i.e., “300-day Cash Payment Plan”)
 只適用於選擇支付計劃(B)「300天現金付款計劃」之買方)

Date of early settlement of the balance of the Purchase Price 提早付清樓價餘額日期	Early Settlement Cash Rebate amount 提早付清樓價現金回贈金額
Within 108 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 108 天內	_6% of the Purchase Price 樓價_6%
Within 109 days to 150 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 109 天至 150 天內	_5% of the Purchase Price 樓價_5%
Within 151 days to 180 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 151 天至 180 天內	_4% of the Purchase Price 樓價_4%

- (c) The date of settlement of the Purchase Price shall be the date on which all the Purchase Price (after deducting the Early Settlement Cash Rebate) is received by the Vendor's solicitors. If the last day of each of the periods as set out in the Early Settlement Cash Rebate Benefit Table is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

付清樓價日期以賣方代表律師收到所有扣除「提早付清樓價現金回贈」後的樓價款項日期為準。如「提早付清樓價現金回贈」列表中訂明的每個付清樓價的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1) 條所定義)，則該日定為下一個工作日。

2. You shall fulfill the following conditions for your entitlement of the Early Settlement Cash Rebate:-

閣下須履行下列各項條件以符合享有「提早付清樓價現金回贈」的資格：-

(a) You shall make payment of the further deposit and further part payment(s) within the time specified in the Preliminary Agreement and the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase;

閣下須於臨時合約及正式合約規定的限期內支付進一步訂金及部份樓價，並履行及遵守臨時合約及正式合約本公司與閣下將簽署的所有其他條款與細則；

(b) your due observance and compliance of the terms and conditions under the Preliminary Agreement and the Agreement for Sale and Purchase; and

閣下妥善遵守和遵從臨時合約及正式合約的條款與細則；及

(c) your due and punctual payment of all deposit(s) and part payment due and payable under the Preliminary Agreement and the Agreement for Sale and Purchase.

閣下妥善及準時支付根據臨時合約及正式合約到期及應付的所有訂金及部份樓價。

3. Subject to and conditional upon your fulfillment of all the obligations under this letter, in particular, those set out in paragraph 2 above, you shall send a duly completed application form (in the form specified by us) for applying for the Early Settlement Cash Rebate to us which must be received by us at least 30 days before the actual date of full settlement of the Purchase Price (after deducting the Early Settlement Cash Rebate). Late submission of the application form for the Early Settlement Cash Rebate will not be entertained and your right to claim for any Early Settlement Cash Rebate will be lost.

在閣下履行本信件所有責任的前提下(尤其是有關以上第 2 段列出的責任)，閣下須於實際付清扣除「提早付清樓價現金回贈」後的樓價的日期前最少 30 日，向本公司發出並本公司必須已收到一份填妥的申請「提早付清樓價現金回贈」表格(須以本公司指定之格式)。過期發出申請「提早付清樓價現金回贈」的申請表格一概不予受理，屆時閣下將喪失申索任何「提早付清樓價現金回贈」的權利。

4. Time shall be of the essence of this letter.

在本信件中的時間規定須嚴格遵守。

5. After we have received your application and duly verified the information, we will apply the Early Settlement Cash Rebate for part payment of the balance of the Purchase Price directly (or in any other manner as the Vendor may decide).

本公司收到閣下的申請並證實有關資料無誤後，本公司會將「提早付清樓價現金回贈」直接用於支付部份樓價餘額(或以其他由賣方決定的方式支付)。

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

閣下謹此不可撤銷地授權本公司以上述第 5 段所述方式支付「提早付清樓價現金回贈」。

7. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property (which for the avoidance of doubt excludes any other residential property in the Development which you have purchased or may purchase).

本信件的利益屬於閣下個人所有，並且僅向作為該物業之買方的閣下提供(為免疑問，不包括閣下已購買或可能購買發展項目的任何其他住宅物業)。

8. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件賦予閣下的權利或利益不得轉讓或轉移。

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

閣下在按揭申請中可能需要通知閣下的銀行有關「提早付清樓價現金回贈」的安排。銀行決定提供貸款額時可能會考慮「提早付清樓價現金回贈」。請向銀行查詢有關詳情。

10. Notwithstanding the aforesaid early settlement, you shall not be entitled to call upon us to execute an assignment of the Property before the completion date set out in the Preliminary Agreement and the Agreement for Sale and Purchase and we shall not be obliged to give you vacant possession of the Property before the completion date.

儘管上述提早付款，閣下不能要求本公司於物業臨時合約及正式合約規定的成交日期前簽署轉讓契，本公司亦沒有責任於該成交日期前將物業交吉予閣下。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及正式合約之任何條款或細則。
12. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
13. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
14. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
TOTAL SELECT LIMITED

Authorized Signature(s) 授權人士簽署

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

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

Signature(s) of the Purchaser(s) 買方簽署

Date 日期

Application Form for Early Settlement Cash Rebate
提前付清樓價現金回贈申請表格

Vendor 賣方	Total Select Limited	
Development 發展項目	皓日 The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 The Aperture	
Property 該物業	Floor 樓	Flat 室
Purchaser(s) 買方		
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼		
Date of signing this application form 簽署本申請表格之日期		
Proposed date of settlement of purchase price 建議付清樓價日期		

To 致: Total Select Limited

1. I/we confirm and understand that: 本人/我們確認:

- (a) The Early Settlement Cash Rebate amount is as follows :-
提前付清樓價現金回贈金額如下 :-

Please put a tick ("✓") if applicable 如適用, 請以 剔號 ("✓")表示	Date of early settlement of the balance of the Purchase Price 提早付清樓價餘額日期	Early Settlement Cash Rebate amount 提早付清樓價現金回贈金額
<input type="checkbox"/>	Within 108 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 108 天內	<u>6%</u> of the Purchase Price 樓價 <u>6%</u>
<input type="checkbox"/>	Within 109 days to 150 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 109 天至 150 天內	<u>5%</u> of the Purchase Price 樓價 <u>5%</u>
<input type="checkbox"/>	Within 151 days to 180 days after the date of signing of the Preliminary Agreement 買方簽署臨時合約的日期後 151 天至 180 天內	<u>4%</u> of the Purchase Price 樓價 <u>4%</u>

- (b) This application form is submitted at least 30 days before the proposed date of early settlement of the purchase price.
本申請表格是建議提前付清樓價日期前最少 30 日遞交的。
- (c) I/we will settle the balance of purchase price of the Property on the proposed date of early settlement of the purchase price and complete the sale and purchase of the Property in accordance with the agreement for sale and purchase. The date of settlement of the purchase price shall be the date on which all the purchase price is received by the Vendor's solicitors. If the last day of the period as set out in paragraph (a) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.
本人/我們會按買賣合約於建議提前付清樓價日期付清該物業樓價餘額及完成該物業的買賣交易。付清樓價日期以賣方代表律師收到所有樓價款項日期為準。如上述(a)段中訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義), 則該日定為下一個工作日。
- (d) The Vendor is not obliged to accept the date proposed by me/us as the date of settlement of the balance of the purchase price of the Property.
賣方沒有責任必須接受本人/我們建議的日期作為付清該物業樓價餘額日期。

(e) After the Vendor has received the application and duly verified the information, the Vendor will apply the Early Settlement Cash Rebate for part payment of the balance of the purchase price of the Property directly (or in any other manner as the Vendor may decide).

賣方會於收到申請並確認有關資料無誤後將提前付清樓價現金回贈直接用於支付該物業的部份樓價餘額(或以其他由賣方決定的方式支付)。

2. In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this application and such decision shall be binding on me/us. The Vendor shall have the absolute discretion to grant the Early Settlement Cash Rebate made under this application.

如有爭議，賣方有權就本申請引起的所有事宜作最後決定，該決定對本人/我們有約束力。賣方擁有絕對權力批出於本申請表格申請之提前付清樓價現金回贈。

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

如本申請表格之中英文文本有任何歧義，一切以英文文本為準。

4. My/Our contact details are as follows (please provide contact information of at least one of the Purchaser(s)):

本人/我們之聯絡詳情如下(請提供至少一位買方的聯絡資料)：

Name 姓名			
Telephone 電話		Email 電郵	

Signed by the Purchaser(s) 買方簽署

Note 附註:

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

請使用正楷。本表格的所有欄必須填寫。本表格須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。

Official Use Only 內部專用	Received on: _____	Handled by: _____
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皓日 THE APERTURE

孖士打律師行

香港中環遮打道十號
太子大廈十八字樓
(港鐵中環站 K 出口)

電話: 2843 2211 傳真: 2845 9121

MAYER BROWN

18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)
Tel: 2843 2211 Fax: 2845 9121

Please make the necessary appointment and call at the office of **Mayer Brown** to sign the formal Agreement for Sale and Purchase during office hours 9:00 a.m. - 5:45 p.m. from Monday to Friday (except Saturdays and Public Holidays) within 5 working days after the date of the Preliminary Agreement for Sale and Purchase.

請於簽署臨時買賣合約後五個工作天內的辦公時間內(星期一至星期五辦公時間為上午九時正至下午五時四十五分(星期六及公眾假期除外))致電「孖士打律師行」預約簽署正式買賣合約。

Please read carefully the "Anti-Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website and bring the following to the office of **MAYER BROWN** when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf>

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf>

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約
2. Hong Kong Identity Card(s) OR other identification document (if applicable)
買家香港身份證或其他身份證明文件(如適用)
3. Purchaser's original address proof (eg. latest bank statement, utility bill, etc.) and occupation proof (eg. name card, employment letter, etc.)
買家住址證明正本(例如:近期之銀行月結單、水電費單等)及工作證明(例如:名片、聘書等)
4. **CASHIER ORDER(S)** in favour of "**MAYER BROWN**" for part payment of purchase price (if applicable).
銀行本票抬頭請寫「孖士打律師行」，以支付部份樓價(如適用)
5. Cheque in favour of "**MAYER BROWN**" for payment of Agreement plan fee, miscellaneous charges (for details see table of charges below) and advance payment (see "Note" below)
支票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
6. **CASHIER ORDER** in favour of "**MAYER BROWN**" for payment of stamp duty payable under the formal Agreement for Sale and Purchase
銀行本票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:
如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

- | | |
|--|---|
| a. Memorandum and Articles of Association
公司組織及章程 | d. Latest Business Registration Certificate (certified copy)
最近期之商業登記證 (驗證本) |
| b. Certificate of Incorporation (certified copy)
公司註冊證書 (驗證本) | e. Board Minutes for the purchase of the premises
購買有關單位之公司董事會議記錄 |
| c. Latest register of directors and annual return (certified copy)
(Form NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊驗證副本及公司周年申報表 (驗證本)
(表格 NNC1/NAR1/ND2A/ND2B) | f. Company Chop
公司簽署印章 (膠印) |

Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "MAYER BROWN"

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.

如果直接以現金存款方式付款或由第三者付款，我們或需要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment
收費表 (只供參考之用須作最後確認及調整)

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
<p>I. Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Note 1 <u>Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to "Mayer Brown"</u> 備註 1 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅，本票抬頭請寫「孖士打律師行」。</p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<p>1. Land search fees and miscellaneous charges : \$500.00 土地註冊處查冊費及其他雜費：\$500.00</p> <p>2. Cost on account : \$3,000.00 預付律師費：\$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)]</p> <p>3. #Registration fee : \$210.00 #登記費：\$210.00</p> <p>4. Part of certified copy charges of title deeds : \$12,000.00 部份業權契據認證副本費用：\$12,000.00</p> <p>5. Company search fees (applicable to Corporate Purchaser only) : \$300.00 公司查冊費(只適用於公司買家): \$300.00</p> <p>6. Plan fee for Agreement (per set) (subject to the final confirmation by the architect) 買賣合約圖則費(每套)(以則師最後收費為準) (i) Unit 單位: \$2,000.00 (ii) Unit with Flat Roof(s)單位連平台: \$2,000.00</p> <p>7. Stamp Duty (please see Note on Stamp Duty) 印花稅 (請參閱印花稅須知)</p>
<p>II. Legal Charge/Mortgage 按揭契</p> <p>Loan Amount : 貸款額</p> <p>(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$ 5,000,001.00 and \$8,000,000.00 \$5,000,001.00 至 \$8,000,000.00 之間</p> <p>(iii) between \$8,000,001.00 and \$11,000,000.00 \$8,000,001.00 至 \$11,000,000.00 之間</p> <p>(iv) over \$11,000,000.00 超過\$11,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及 (c)]</p> <p>\$ 8,000.00</p> <p>\$ 8,500.00</p> <p>\$ 11,000.00</p> <p>0.1% of Loan Amount</p>	<p>1. Land search fees and miscellaneous charges : \$500.00 土地註冊處查冊費及其他雜費：\$500.00</p> <p>2. #Registration fee : \$450.00 #登記費：\$450.00</p> <p>3. #Filing fee at Companies Registry (applicable to Corporate Purchaser only) : \$340.00 #公司註冊處按揭登記費(只適用於公司買家): \$340.00</p> <p>4. #Bankruptcy/winding up search fees : \$98.00 (each) #個人破產/公司清盤查冊費：\$98.00 (每人/每間公司)</p> <p>5. Company search fees (applicable to Corporate Purchaser only) : \$300.00 公司查冊費(只適用於公司買家): \$300.00</p>

III.	Assignment 樓契	[see Note (a)] [見備忘錄(a)]	<ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges : \$500.00 土地註冊處查冊費及其他雜費 : \$500.00 2. #Registration fee : \$450.00 #登記費 : \$450.00 3. Plan fee for Assignment (per set) (subject to the final confirmation by the architect) 樓契圖則費(每套) (以則師最後收費為準) (i) Unit 單位: \$2,000.00 (ii) Unit with Flat Roof(s)單位連平台: \$2,000.00 4. Certified copies charges for remaining title deeds and documents : \$2,699.00 剩餘業權契據認證副本費用 : \$2,699.00 5. Costs for preparing certified copy of Deed of Mutual Covenant with plans : \$725.00 大廈分契認證副本費連圖 : \$725.00 6. Stamp Duty : \$100.00 印花稅 : \$100.00 7. Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徵款: \$350.00 8. Company search fees (applicable to Corporate Purchaser only) : \$300.00 公司查冊費(只適用於公司買家) : \$300.00 9. Board Resolution (applicable to Corporate Purchaser only) : \$500.00 公司會議記錄 (只適用於有限公司買家) : \$ 500.00
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The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

Note 備忘錄:

(a) (i) Joint Legal Representation 買賣雙方共同委託律師

If the Purchaser is the 1st hand purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

如買方為直接由發展商購買有關單位之一手買家及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用) 將獲豁免。

(ii) Change of Legal Representation 買方中途轉換律師

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商代表律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的港幣\$3,000 律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation 買賣兩方分開委託律師

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements. 如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$3,000.00 for each set. The cost does not include the preparation of Guarantee. 若需代表可能受不正當影響的一方及擬備法律意見確認書，則另加提供法律意見及擬備法律意見確認書費用每套港幣3,000.00 元。費用不包括擬備擔保書。

(c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Mortgage and the Guarantee. 事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

Other Charges (If applicable)

其他費用(若適用)

1.	<p>(a) Guarantee for Mortgage 按揭擔保書</p> <p>(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備法律意見確認書費用</p>	<p>\$3,000.00 each 每份 \$3,000.00</p> <p>\$3,000.00 each set 每套 \$3,000.00</p>
2.	<p>(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄</p>	<p>\$3,000.00 for each Company 每間公司每套\$3,000.00</p>
3.	<p>Supplemental Agreement 補充合約</p>	<p>\$4,000.00 each (exclusive of disbursements) 每份 \$4,000.00 (不包括雜項費用)</p>
4.	<p>Power of Attorney 授權書</p>	<p>\$5,000.00 each (exclusive of disbursements) 每份 \$5,000.00 (不包括雜項費用)</p>
5.	<p>For foreign corporate purchasers :</p> <p>(a) fees for obtaining foreign lawyers' opinion</p> <p>(b) obtaining up-to-date confirmation or opinion</p> <p>適用於海外公司買家： (a) 安排海外律師法律意見之費用 (b) 安排海外律師更新法律意見或確認法律意見之費用</p> <p>(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included) (註：海外律師費及須支付海外律師之支出費用等並不包括在內)</p>	<p>\$10,000.00 (exclusive of disbursements)</p> <p>\$5,000.00 (exclusive of disbursements)</p> <p>\$10,000.00 (不包括雜項費用)</p> <p>\$5,000.00 (不包括雜項費用)</p>
6.	<p>Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。</p>	

Note on Stamp Duty (印花稅須知)

1. The Stamp Duty (Amendment) Ordinance 2024 ("2024 Amendment Ordinance") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.
- 《2024年印花稅（修訂）條例》（《2024年修訂條例》）已於2024年4月19日刊憲，以實施2024-25年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》，(a) 由2024年2月28日起，第1標準第1部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第2標準的稅率相同；及 (b) 在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Please consult your solicitors regarding details of the payment of AVD.
有關支付「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty 從價印花稅計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$3,000,000	\$100
(b) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i) \$10,080,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
(k) \$21,739,121 and above	4.25%

**Disclosure of relationship between vendor and
the manager appointed under the deed of mutual covenant**
披露賣方與根據公契獲委任的管理人之間的關係

Vendor 賣方	Total Select Limited
Development 發展項目	皓日 THE APERTURE, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong 香港九龍牛頭角道 11 號皓日 THE APERTURE

The person appointed as the manager of the development under the executed deed of mutual covenant (DMC Manager) 根據簽立的公契獲委任為發展項目的管理 人（即「公契管理人」）	Relationship between the vendor of the development and the DMC Manager 發展項目賣方與公契管理人之間的關係
Hang Lung Management Services (HK) Limited 恒隆管理服務(香港)有限公司	Hang Lung Management Services (HK) Limited and the Vendor are subsidiaries of Hang Lung Properties Limited, which is the holding company of the Vendor within the meaning of the Companies Ordinance (Cap. 622) 恒隆管理服務(香港)有限公司和賣方同 屬恒隆地產有限公司的附屬公司，而恒 隆地產有限公司則是《公司條例》 (第 622 章)所指的賣方的控權公司

THE APERTURE 皓日 Issued by Total Select Limited on 1 October 2024 Total Select Limited 在 2024 年 10 月 1 日發出
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