INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

招標承投購買物業

…..……

Tenders are invited for the purchase of the following property at 65-89 Tan Kwai Tsuen Road, Yuen Long, New Territories (the "**Development**") described below subject to the terms and conditions hereinafter mentioned :-

賣方現接受有意者根據下述條款及條文投標購買下述於新界元朗丹桂村路 65－89 號的物業（"**該發展項目**"）：

83G Tan Kwai Tsuen Road, Casa Regalia
富豪・悅庭 丹桂村路 83G 號

…...……

TENDER COMMENCES AT_____ON_____AND CLOSES AT_____ON_____(OR AT SUCH OTHER TIME ON SUCH OTHER DATE AS SPECIFIED IN THE INFORMATION ON SALES ARRANGEMENTS ISSUED BY THE VENDOR FROM TIME TO TIME)

招標於　　年　　月　　日上／下午　　時　　開始及於　　年　　月　　日上／下午　　時截止（或於賣方不時發出的銷售安排資料中其他指定的時間及日期）

(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)
(除非提前撤回或賣出)

Tenders must be submitted in the specified **Form of Tender** from_____on _____to_____on_____(or at such other time on such other date as specified in the Information on Sales Arrangements issued by the Vendor from time to time) to 20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong in a sealed plain envelope and clearly marked "**Tender for Casa Regalia**".

有意者需於_____年____月____日上／下午____時____至_____年____月____日上／下午____時____(或於賣方不時發出的銷售安排資料指定的其他時間及日期)用指定**投標表格**投標，並將投標表格放入清楚註明「**富豪・悅庭投標**」 的密封及淨色的信封內，然後遞交到香港銅鑼灣怡和街 68 號 20 樓。

Vendor: Equal Advantage Limited
賣方： Equal Advantage Limited

Vendor's Solicitors : Messrs. Iu, Lai & Li, Solicitors & Notaries
賣方律師： 姚黎李律師行

TENDER NOTICE
招標公告

1. Equal Advantage Limited (the "**Vendor**") invites tenders for the purchase of the following property described in the Particulars of the Property below (the "**Property**") as one transaction subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the "**Form of Tender**") and the Preliminary Agreement for Sale and Purchase (in the form annexed hereto as **Appendix B**) (the "**Preliminary Agreement for Sale and Purchase**").
Equal Advantage Limited（"**賣方**"）按照本招標公告、本招標公告夾附的**附件 A** 的投標表格（"**投標表格**"）和**附件 B** 的臨時買賣合約（"**臨時合約**"）所訂明的條款及條文作為一宗交易，招標承投購買以下「物業詳情」所述的物業（"**物業**"）。

PARTICULARS OF THE PROPERTY
物業詳情

- 83G Tan Kwai Tsuen Road, Casa Regalia
- 富豪・悅庭丹桂村路 83G 號

2. (a) The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621, Laws of Hong Kong) in respect of the Property is set out in the Vendor's Information Form annexed hereto as **Appendix C**.
賣方根據《一手住宅物業銷售條例》（香港法例第 621 章）第 68 條提供有關物業的資料載於本招標公告夾附的附件 C 的賣方資料表格。

(b) The relevant gifts, financial advantage or benefits which will be made available by the Vendor to the successful Tenderer are set out in the List of Gifts, Financial Advantage or Benefits annexed hereto as **Appendix K**. Each tenderer is required to indicate his intention to apply for the relevant gifts, financial advantage or benefits in the Form of Tender. If the successful tenderer does not indicate his intention to apply for the relevant gifts, financial advantage or benefits in the Form of Tender, the Vendor is not obliged to provide the relevant gifts, financial advantage or benefits to the successful tenderer and the successful tenderer's entitlement to the relevant gifts, financial advantage or benefits will be lost.
可由賣方提供予中標者的有關贈品、財務優惠或利益，已於本招標公告夾附的附件 L 的贈品、財務優惠或利益的列表中列出。每位投標者必須於投標表格內指出其會否申請有關之贈品、財務優惠或利益的意願。如中標者未有於投標表格指出其會否申請有關之贈品、財務優惠或利益的意願，賣方無須向中標者提供有關贈品、財務優惠或利益，而中標者將會喪失獲得有關贈品、財務優惠或利益的權利。

3. Any tender must be :
任何投標必須：

(a) made in the Form of Tender **(IN DUPLICATE)** and each duplicate with (i) the Preliminary Agreement for Sale and Purchase duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii)

the documents mentioned in paragraphs 3(b)(iv) to (xiv) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;
填寫及由投標者簽署投標表格（**一式兩份**）；每份投標表格須夾附 (i) 根據本招標公告所列條款及條文填妥的臨時合約、(ii) 本招標公告及 (iii) 本招標公告第 3(b)(iv)至(xiv)段所述文件；

(b) submitted together with the following documents :
及連同以下文件一起提交：

(i) Hong Kong Dollar cashier's order(s) issued by or cheque(s) drawn on a bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**IU, LAI & LI**", the Vendor's solicitors for the sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Preliminary Agreement for Sale and Purchase;
由一間根據《銀行業條例》（香港法例第 155 章）（"**銀行業條例**"）第 16 條領有牌照的銀行開出的港幣銀行本票或該銀行的支票，以「**姚黎李律師行**」為抬頭人，而其金額相等於指明在投標表格及臨時合約中投標者所開出的物業樓價的 5%；

(ii) if the Tenderer is an individual(s), a copy of the HKID Card / PRC Identity Card / Passport of each individual of the Tenderer;
如投標者是個人，每位投標者的香港身份證／中華人民共和國身份證／護照副本；

(iii) if the Tenderer is a company(ies), a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation (and Certificate of Change of Name, if any) of each company of the Tenderer;
如投標者是公司，每間公司的商業登記證副本、公司註冊證明書（及公司更改名稱證明書（如有））副本；

(iv) a "Vendor's Information Form" (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「賣方資料表格」（按本招標公告夾附的**附件 C** 的格式）；

(v) a "Warning to Purchasers" (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「對買方的警告」（按本招標公告夾附的**附件 D** 的格式）；

(vi) a "Declaration of Relationship with the Vendor" (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「與賣方關係的聲明」（按本招標公告夾附的**附件 E** 的格式）；

(vii) an "Acknowledgement Letter regarding viewing of the Property" (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「關於參觀物業的確認信」（按本招標公告夾附的**附件 F** 的格式）；

(viii) a "Declaration regarding Intermediary" (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「關於中介人的聲明」(按本招標公告夾附的**附件 G** 的格式);

(ix) a "Personal Information Collection Statement" (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「收集個人資料聲明」(按本招標公告夾附的**附件 H** 的格式);

(x) an "Acknowledgement in respect of Preserved Tree(s) in the Garden of the Property" (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by the Tenderer;
投標者已填妥及簽署的「關於在物業花園範圍內的保護種植樹木的確認信」(按本招標公告夾附的**附件 I** 的格式);

(xi) a "Side Letter regarding Option to Purchase Residential Parking Space(s)" (in the form annexed to the Tender Notice as **Appendix J**) duly signed by the Tenderer;
投標者已填妥及簽署的「附函 - 住宅停車位的認購權」(按本招標公告夾附的**附件 J** 的格式);

(xii) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents mentioned above in the manner as they are signed, and (II) a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1)
如果投標者是公司,(I) 授權簽署投標表格及以現有格式的上述其他文件的董事會決議副本及 (II) 最近期的周年申報表 (NAR1 表格)或法團成立表格(股份有限公司)(NNC1 表格)副本,或若投標者是根據《公司條例》第 16 部註冊的非香港公司,非香港公司周年申報表(NN3 表格)或註冊非香港公司的註冊申請書 (NN1 表格)副本

enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope "**Tender for Casa Regalia**"; and
並以信封密封遞交予賣方,信封面清楚註明「**富豪・悅庭投標**」;及

(c) placed in the Tender Box labeled "**Tender for Casa Regalia**" located at 20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong from_____on_____ to_____on_____(or at such other time on such other date as specified in the Information on Sales Arrangements issued by the Vendor from time to time) (the "**Tender Closing Time**").
在_____年____月____日上/下午____時起至_____年____月____日上/下午____時止(「**招標截止時間**」)(或於賣方不時發出的銷售安排資料指定的其他時間及日期),投入設於香港銅鑼灣怡和街 68 號 20 樓、標有「**富豪・悅庭**

投標」之招標箱內。

Notwithstanding anything herein provided, in case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 11:00 a.m. on the day on which the Tender Closing Time falls, the Tender Closing Time will be extended to 11:00 a.m. to 12:00 noon on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.
儘管本招標公告有任何其他規定，倘招標截止時間當日上午 11 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，招標截標時間將延至下一日的上午 11 時正至中午 12 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）。

4. Each Tenderer is required to fill in the following information in the Preliminary Agreement for Sale and Purchase (in duplicate) signed and submitted by him and attached to the Form of Tender (in duplicate) :
每名投標者已簽署的臨時合約（一式兩份）內須填寫下列資料，並須夾附在投標表格（一式兩份）：

(a) the name(s), HKID Card No./ PRC Identity Card No./ Passport No./Business Registration No. (if applicable), correspondence address in Hong Kong/registered office and tel. no. of the Purchaser, who will be the same as the tenderer, and, if the tenderer is a company incorporated in Hong Kong, also the names and HKID Nos. of the tenderer's directors; if the tenderer is a foreign company, the tenderer must provide a correspondence address in Hong Kong and a contact person in Hong Kong with a Hong Kong telephone number;
買方（其與投標者須為同一人或公司）的名稱、香港身份證號碼／中華人民共和國身份證號碼／護照號碼／商業登記號碼（如適用）、香港通訊地址／註冊辦事處及聯絡號碼，及如投標者為香港成立的公司，則須提供公司每名董事的姓名及香港身份證號碼；如投標者為海外公司，則須提供香港通訊地址及持有香港電話號碼及位於香港的聯絡人；

(b) the purchase price of the Property offered by the Tenderer; and
投標者開出的物業樓價；

(c) the payment terms of the purchase price, which shall be in conformity with Clause 3 of the Preliminary Agreement for Sale and Purchase.
需以符合臨時合約第 3 條的支付條款支付樓價。

5. The Vendor reserves the right to accept or reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.
賣方可按其全權酌情決定接受或拒絕任何不符合本招標公告夾附的投標表格或本招標公告所列的條款及條文的投標。逾時提交的投標概不受理。

6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.
賣方保留不接受最高或最佳或任何投標書的權利，並且有絕對酌情權決定是否接受某一份投標書。

7. The Vendor reserves the right at any time before acceptance of a tender to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part thereof to any person at any time. The Vendor reserves the right to, at any time before the Tender Closing Time, change the Tender Closing Time. Any change of the Tender Closing Time will be posted at 20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such change.
賣方在接受任何投標書前的任何時間有權撤回出售物業或其任何部分或將物業或其任何部分向任何人出售或處置。賣方保留權利於招標截止時間前的任何時間更改招標截止時間。任何招標截止時間更改將會張貼於香港銅鑼灣怡和街 68 號 20 樓。賣方無須就該更改另外告知投標者。

8. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Preliminary Agreement for Sale and Purchase and the Form of Tender until 5:00 p.m. of the 3rd working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until 5:00 p.m. of the Acceptance Date. On acceptance by the Vendor, a contract shall be constituted between the Tenderer and the Vendor.
鑑於賣方招標承投及賣方於作出下文第 8(b)段所述所承諾的代價，每名投標者將均被視為承諾其投標為不可撤銷及將能夠構成正式的要約。其投標亦會將被視仍可予以接受本招標公告、臨時合約及投標表格所涵的條款及條文，直至招標截止時間之日後起計三個工作日（「**接受日**」）下午五時正為止。當投標表格被呈交後，投標者將不能撤回其投標表格，其投標表格亦將被視為仍可予以賣方接受，直至接受日的下午五時正為止。一旦賣方接受投標書，投標者及賣方之間將存在合約。

(b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above and the Tenderer agreeing to the terms and conditions of this Tender Notice, the Vendor agrees to pay to the Tenderer HK$10.00 upon receipt of written demand from such Tenderer.
鑑於投標者上文第 8(a)段所述之承諾及投標者同意接受本招標公告的條文及條款，賣方同意在接獲投標者的書面要求時向投標者支付港幣 10.00 元。

9. (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor will sign the Preliminary Agreement for Sale and Purchase submitted by the successful Tenderer and send to the successful Tenderer by prepaid post or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax at his facsimile number stated in his Form of Tender not later than the Acceptance Date a written notice of acceptance together with a counterpart of the duly signed Preliminary Agreement for Sale and Purchase, which will be dated with the date of signing by the Vendor.
如某一投標書獲賣方接受，中標者將成為物業的買方（「**買方**」），而賣方會於中標者早前遞交的臨時合約上簽署及填上賣方簽署日期，並將一份接受通知書連同一份簽妥的臨時合約在不遲於接受日透過預付郵資的方式郵遞或親身遞

送至投標表格中所述的香港通訊地址或註冊辦事處予中標者或傳真至投標表格中所述的傳真號碼。

(b) The successful Tenderer shall be the Purchaser under the Preliminary Agreement for Sale and Purchase which shall form a legally binding agreement between the Vendor and the successful Tenderer for the sale and purchase of the Property once the Preliminary Agreement for Sale and Purchase is signed by the Vendor and delivered to the successful Tenderer as aforesaid.
一旦賣方簽署臨時合約及根據上述條文將有關臨時合約送達中標者，中標者作為買方的臨時合約將成為賣方及中標者雙方之間具有法律約束力的協議。

(c) The successful Tenderer shall sign the Formal Agreement for Sale and Purchase covering all parts of the Property within 5 working days after the date of the Preliminary Agreement for Sale and Purchase and pay the further deposit in accordance with the terms and conditions of the Preliminary Agreement for Sale and Purchase.
中標者須於臨時合約的日期後 5 個工作日內簽署包含物業的所有部分的正式買賣合約，並且根據臨時合約條款及條文支付再期訂金。

(d) The Formal Agreement for Sale and Purchase shall be in the form prescribed by the Vendor and none of the terms thereof may be altered. The form of the Formal Agreement for Sale and Purchase will be available for inspection at 20/F., 68 Yee Wo Street, Causeway Bay, Hong Kong.
賣方將訂明正式買賣合約的文本，而所有條款及條件不可作任何改變。正式買賣合約的文本將置於香港銅鑼灣怡和街 68 號 20 樓以供查閱。

(e) If the successful Tenderer is a company, there shall not be any change in directors and/or shareholders of the successful Tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
如中標者為一間公司，於簽署正式買賣合約之前該公司的董事及股東均不能作出任何變更。

10. All cashier's orders or cheques submitted by the Tenderers will be remained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order or cheques submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. If the offer made by the Tenderer is not accepted, the relevant cashier's order or cheques submitted will be returned to that unsuccessful Tenderer at the unsuccessful Tenderer's own risk and without interest by prepaid letter at his correspondence address in Hong Kong or registered office stated in his Form of Tender.
投標者遞交的所有銀行本票或支票將予以保留但不會兌現，直至賣方對所有遞交的投標書作出決定為止。如果某一份投標書獲賣方接受，連同該投標書遞交的銀行本票或支票會視為及用以支付中標者在投標表格下應支付的臨時訂金。如果投標書不獲賣方接受，連同投標書遞交的有關銀行本票或支票將以預付郵資之信函無息發還到其投標表格所列的香港通訊地址或註冊辦事處予落標者，惟郵誤風險概由其承擔。

11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
以投標者身分簽署投標表格的人士將被視作以主事人身分行事。

12. Time shall in all respects be of the essence.
時間在所有方面而言均為關鍵元素。

13. Tenderers should note that the Vendor will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
投標者應注意，賣方不會提供有關該投標的法律或其他的意見。投標者應就本招標公告及有關文件的條款徵詢獨立法律或其他專業的意見。

14. Any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice, the Form of Tender or the Preliminary Agreement for Sale and Purchase.
賣方或其任何代理或僱員就準投標者或投票者任何查詢所作出的任何口頭或書面聲明或所採取的任何行動，僅作為指引及參考之用。任何聲明或行動將不會構成或當作闡釋、修訂、否定、寬免或以其他方式更改本招標公告、投標表格或臨時合約所載列的任何條款及條件。

15. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).
就本招標公告而言，「工作日」指不是 (a) 公眾假期或星期六；或 (b) 《釋義及通則條例》(香港法例第 1 章） 第 71(2) 條所定義的黑色暴雨警告日或烈風警告日。

16. Notwithstanding anything herein provided, the Vendor has the absolute right to change the Tender Closing Time relating to all or any of the Property from time to time by amending and/or issuing the Information on Sales Arrangements.
儘管本招標公告有任何其他規定，賣方有絕對權利不時修改和／或發出銷售安排資料更改物業的所有或任何部份的招標截止時間。

17. In this Tender Notice unless the context requires otherwise words importing singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
除因應內容的需要的情況下，於本招標公告內的內單數詞之含義將包括複數詞，反之亦然；而單一性別之詞語（包括不屬於男性或女性者）亦將包含所有其他性別（包括不屬於男性或女性者）。

18. In the event of any discrepancy between the English version of this Tender Notice and the Chinese translation of this Tender Notice, the English version shall prevail.
如本招標公告的英文文本與中文譯本有任何不一致，則以英文文本為準。

Date：_____
日期：_____

Appendix A
附件 A

FORM OF TENDER
投標表格

Tender for the purchase of :
83G Tan Kwai Tsuen Road, Casa Regalia

as one transaction subject to the terms and conditions contained in the Tender Notice dated _____ (the "**Tender Notice**") and the Preliminary Agreement for Sale and Purchase (the "**Preliminary Agreement for Sale and Purchase**") as respectively attached hereto.
茲按照夾附於本投標表格的在_____年____月____日的招標公告(「**招標公告**」)及臨時買賣合約(「**臨時合約**」)所載列的條款及條文，投標承購富豪‧悅庭 丹桂村路 83G 號作為一宗交易。

To : Equal Advantage Limited (the "**Vendor**")
20th Floor, 68 Yee Wo Street, Causeway Bay, Hong Kong.
致 : Equal Advantage Limited(「賣方」)
香港銅鑼灣怡和街 68 號 20 樓

1. I/We, _____ (HKID Card No./ PRC Identity Card No./Passport No./Business Registration No._____)
of _____
_____
(registered office for a company(ies)/correspondence address in Hong Kong for individual(s)), having read the Tender Notice (together with the Appendices attached thereto) and the Preliminary Agreement for Sale and Purchase, hereby offer to purchase the Property (as defined in the Tender Notice) from the Vendor at the purchase price of HONG KONG DOLLARS (HK$_____) (the "**Purchase Price**") and on the terms and conditions as more particularly set out in the Preliminary Agreement for Sale and Purchase.

本人／吾等 _____ (香港身份證號碼／中華人民共和國身份證號碼／護照號碼／商業登記證號碼：_____)
地址 _____
_____
(如屬公司，請提供註冊辦事處／如屬個人，則提供香港通訊地址)，已細閱招標公告(包括其附件)及臨時合約，特此提出以進一步載於臨時合約的條款及條文及以下樓價向賣方購買物業：港幣 _____
(HK$_____) (「樓價」)。

2. The Purchase Price shall be paid by me/us as set out in Clause 3 of the Preliminary Agreement for Sale and Purchase. Completion of the sale and purchase of the Property shall take place on the date falling _____ days after the date of the Preliminary Agreement for Sale and Purchase.

樓價將由本人／吾等根據臨時合約第3條支付。物業買賣將於臨時合約日期後_____日成交。

3. If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 9(c) of the Tender Notice is signed, this Tender together with the Preliminary Agreement for Sale and Purchase shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Preliminary Agreement for Sale and Purchase.

如本投標書被獲接納，在簽署招標公告第9(c)段所指的正式買賣合約前，本投標表格連同臨時合約將根據招標公告、本投標表格及臨時合約的條款及條文構成賣方與本人／吾等之間具有約束力的臨時合約。

4. I/We enclose the following documents with this Tender:

本人／吾等於本投標書夾附下列文件：

(a) cashier's order(s) (No._____) issued by (Bank:_____) and/or cheque(s) (No._____) issued by (Bank:_____) and made payable to "**IU, LAI & LI**" for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;

由_____（持牌銀行名稱）開出以「**姚黎李律師行**」為抬頭人的銀行本票（號碼：_____）和／或由_____（持牌銀行名稱）開出以「**姚黎李律師行**」為抬頭人的銀行支票（號碼：_____），其金額相等於樓價的5%，當本投標書獲賣方接受是須用作支付臨時訂金；

(b) a copy of my / our HKID Card / PRC Identity Card / Passport / Certificate of Incorporation and Business Registration Certificate;

本人／吾等的香港身份證／中華人民共和國身份證／護照／公司註冊證明書及商業登記證副本；

(c) a "Vendor's Information Form" (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us and dated the date on which I/we signed the same;

本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「賣方資料表格」（按

招標公告夾附的**附件 C** 的格式）；

(d) a "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「對買方的警告」（按招標公告夾附的**附件 D** 的格式）；

(e) a "Declaration of Relationship with the Vendor" (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「與賣方關係的聲明」（按招標公告夾附的**附件 E** 的格式）；

(f) an "Acknowledgement Letter regarding viewing of the Property" (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「關於參觀物業的確認信」（按招標公告夾附的**附件 F** 的格式）；

(g) a "Declaration regarding Intermediary" (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「關於中介人的聲明」（按招標公告夾附的**附件 G** 的格式）；

(h) a "Personal Information Collection Statement" (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「收集個人資料聲明」（按招標公告夾附的**附件 H** 的格式）；

(i) an "Acknowledgement in respect of Preserved Tree(s) in the Garden of the Property" (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「關於在物業花園範圍內的保護種植樹木的確認信」（按招標公告夾附的**附件 I** 的格式）；

(j) a "Side Letter regarding Option to Purchase Residential Parking Space(s)" (in the

form annexed to the Tender Notice as **Appendix J**) duly signed by me/us and dated the date on which I/we signed the same;
本人／吾等已填妥、簽署及填上本人／吾等簽署日期的「附函 - 住宅停車位的認購權」(按招標公告夾附的**附件 J** 的格式)；

(k) (applicable only if the Tenderer is a corporation) (I) a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender and the other documents mentioned above in the manner they are signed; and (II) a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case the Tenderer being a non-Hong Kong Company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
（只適用於公司投標者）(I) 本公司授權簽署投標表格及以現有格式的上述其他文件的董事會決議副本及 (II) 最近期的周年申報表 （NAR1 表格）或法團成立表格(股份有限公司)（NNC1 表格）副本，或若投標者是根據《公司條例》第 16 部註冊的非香港公司，非香港公司周年申報表（NN3 表格）或註冊非香港公司的註冊申請書 （NN1 表格）副本。

5. I/We agree that in the event that this tender is accepted by the Vendor, this Form of Tender and the Preliminary Agreement for Sale and Purchase together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice, the Form of Tender and the Preliminary Agreement for Sale and Purchase to :-

本人／吾等同意於賣方接納本投標書，本投標表格及臨時合約連同賣方接受通知書將構成賣方與本人／吾等之間關於物業具有約束力買賣的協議，而本人／吾等將受招標公告、投標表格及臨時合約約束作出以下行為：

(a) pay the further deposit, the part payment of the Purchase Price (if any) and the balance of the Purchase Price at the times stipulated in Paragraph 2 above;
根據上文第 2 段所列時間支付進一步訂金、部份樓價（如有）及樓價餘款；

(b) sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 9(c) of the Tender Notice; and
根據招標公告第 9(c)段簽署正式買賣合約；及

(c) complete the purchase of the Property in accordance with the Preliminary Agreement for Sale and Purchase Sale and the Formal Agreement for Sale and Purchase as signed.

根據所簽署的臨時合約及正式合約完成購買物業。

6. I/We intend to apply for:
本人／吾等有意申請：

*☐ "Offer of Residential Car Parking Space(s)" as set out in Paragraph 7(a) of **Appendix K** of the Tender Notice ((List of Gifts, Financial Advantage or Benefits). I accepted the terms and conditions for the grant of the "Offer of Residential Car Parking Space(s)" benefit and have signed the Side Letter regarding Option to Purchase **ONE / TWO** Residential Parking Space(s).
招標公告附件 K 第 7(a)段（贈品、財務優惠或利益的列表）列出的「住宅停車位優惠」。本人同意賣方給予「住宅停車位優惠」的條款及條件並已簽署附函 – 有關 1 個/2 個住宅停車位的認購權。

I/We agree and understand that if I/we do not indicate my/our intention to apply for the above gifts, financial advantage or benefits, I/we shall lose our right to apply for the relevant gifts, financial advantage or benefits and the Vendor is not obliged to provide the relevant gifts, financial advantage or benefits to me/us.
本人／吾等同意及明白如本人／吾等未有指出本人／吾等會否申請以上之贈品、財務優惠或利益的意願，本人／吾等將會喪失申請有關贈品、財務優惠或利益的權利，而賣方無須向本人／吾等者提供有關贈品、財務優惠或利益。

7. In the event of any discrepancy between the English version of this Form of Tender and the Chinese translation of this Form of Tender, the English version shall prevail.
如本投標表格的英文文本與中文譯本有任何不一致，則以英文文本為準。

Dated this _____ day of _____.
日期：_____年_____月_____日

Name of Tenderer :
投標者名稱 _____

Signature(s) of Tenderer/
Name(s) and Signature(s) of
Authorized Signatory(ies) of
Tenderer :
投標者簽署／投標者的授權
簽署人姓名及簽署 _____

HKID No./ PRC Identity
Card/ Passport No./
Business Registration No. of
Tenderer :
投標者的香港身份證號碼／
中華人民共和國身份證／護
照號碼／商業登記號碼 _____

Correspondence Address in
Hong Kong of Tenderer :
投標者的香港通訊地址 _____

Tel. No. of Tenderer :
投標者的電話號碼 _____

Facsimile No. of Tenderer :
投標者的傳真號碼 _____

Name(s) of contact person(s)
of Tenderer :
投標者的聯絡人姓名 _____

Name of Estate Agent (if any)
appointed by Tenderer :
投標者委託的地產代理（如
有）的名稱 _____

Licence No. of Estate Agent (if any) appointed by Tenderer :
投標者委託的地產代理（如有）的牌照號碼 _____

Contact Details of Estate Agent (if any) appointed by Tenderer :
投標者委託的地產代理（如有）的聯絡資料 _____

****

ACCEPTANCE OF TENDER
接受通知書

The above tender is accepted by the Vendor on the _____ day of _____ subject to the Tender Notice, the Form of Tender and the Preliminary Agreement for Sale and Purchase.
賣方現於_____年_____月_____日按照招標公告、投標表格及臨時買賣合約接受以上投標。

For and on behalf of the Vendor
代表賣方

.....
謹啟

Appendix B
附件 B

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約

富豪・悅庭 CASA REGALIA
丹桂村路 65-89 號 65-89 TAN KWAI TSUEN ROAD

富豪物業代理有限公司 Regal Estate Agents Limited

臨時買賣合約
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

賣方 Vendor	**EQUAL ADVANTAGE LIMITED (Equal Advantage Limited)**		日期 Date
買方 Purchaser	英文姓名 Name(s) in English	中文姓名 Name(s) in Chinese	身份証/護照/商業登記證號碼 I.D. Card / Passport / B.R. No.
	地址 Address		電話 Telephone

1. 物業名稱 Property

富豪・悅庭，丹桂村路 65-89 號 (“發展項目”)
CASA REGALIA, 65-89 Tan Kwai Tsuen Road (“Development”)

83G **Tan Kwai Tsuen Road, Casa Regalia with Residential Parking Space No(s)** ____

2. 樓價 Purchase Price

本物業的樓價為:
The Purchase Price of the Property is 港幣 HK$ _____ 元，並須由買方按以下方式付予賣方----
.00, which shall be paid by the Purchaser to the Vendor in the manner as follows----

3. 付款方法 Payment Terms

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

再期訂金
Further deposit 港幣 HK$ _____ 元 (即樓價的 %) 於本臨時合約成立日期後的 日內支付。
.00 (equal to % of Purchase Price) shall be payable within days after the date on which this Preliminary Agreement is made.

部份樓價
Part Payment of Purchase Price 港幣 HK$ _____ 元 (即樓價的 %) 於本臨時合約成立日期後的 日內支付。
.00 (equal to % of Purchase Price) shall be payable within days after the date on which this Preliminary Agreement is made.

部份樓價
Part Payment of Purchase Price 港幣 HK$ _____ 元 (即樓價的 %) 於本臨時合約成立日期後的 日內支付。
.00 (equal to % of Purchase Price) shall be payable within days after the date on which this Preliminary Agreement is made.

樓價餘額
Balance of Purchase Price 港幣 HK$ _____ 元於本物業成交日或之前付清。
.00 shall be payable on or before the Completion Date.

4. 成交日 Completion Date

成交日: 本臨時合約成立日期後第 _____ 天。
Completion Date: The date falling _____ days after the date of this Preliminary Agreement for Sale and Purchase.

5. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須---
It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement:”) to be executed ---

由買方於
by the Purchaser
on or before _____ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

由賣方於
by the Vendor
on or before _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
(i.e. the eighth working day after the date on which this Preliminary Agreement is signed)

6. 買方必須簽署由賣方代表律師擬備的正式合約。買方不得更改正式合約內容。
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor’s Solicitors which shall not be altered by the Purchaser.

7. 其他條款及條件亦為本臨時合約之部份，刊載於附頁。
Other terms and conditions which form part of this Preliminary Agreement, are printed at the next page.

茲收到上述臨時訂金港幣 Received the above Preliminary Deposit: -

銀行 Bank	_____	本票號碼 Cashier Order No	_____	港幣 HK$	_____ 元 .00
銀行 Bank	_____	支票號碼 Cheque No.	_____	港幣 HK$	_____ 元 00

買方簽署 **Signed by the Purchaser(s)**	**富豪物業代理有限公司代表賣方簽署** **For and on behalf of the Vendor by Regal Estate Agents Limited** 獲授權代表簽署 Authorized Signature

賣方代表律師 Vendor’s solicitors	**姚黎李律師行** **Iu, Lai & Li**	地址及電話 Address and telephone	香港金鐘夏慤道十八號海富中心一座二十二樓 2201 室，2201A 室及 2202 室 Rooms 2201, 2201A & 2202, 22nd Floor, Tower 1, Admiralty Centre, No. 18 Harcourt Road, Hong Kong 電話 Tel: 283G0 8082 圖文傳真 Fax: 2845 2752
銷售代表 Sales Agent	**富豪物業代理有限公司** **Regal Estate Agents Limited**	地址及電話 Address and telephone	香港銅鑼灣怡和街 68 號 20 樓 20/F, 68 Yee Wo Street, Causeway Bay, Hong Kong 電話 Tel: 2882 0222 圖文傳真 Fax: 2882 7787

其他條款及條件　Other Terms and Conditions:

8. 在本臨時合約中----
In this Preliminary Agreement----
(a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義;
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance Cap.621;
(b) “工作日”具有該條例第 2(1)條給予該詞的涵義;
“working day” has the meaning given by section 2(1) of that Ordinance;
(c) 附表 1 第(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
the floor area of an item under clause (a) of Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
(d) 附表 1 第(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
the area of an item under clause (b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

9. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

10. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

11. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅及/或買家印花稅(如有的話) ，由買方承擔。
The special stamp duty and/or buyer’s stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

12. 買方須於本臨時合約的簽署日期之後的五個工作日內攜帶本臨時合約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)同時交付上述第 10 及 11 條所載買方應付之所有印花稅。
The Purchaser shall attend the offices of the Vendor’s Solicitors together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s Solicitors; (ii) to pay the sum above-mentioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable by the Purchaser as set out in Clause 10 and 11 above.

13. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約---
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed ---.
(a) 本臨時合約即告終止:
this Preliminary Agreement is terminated;
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.

14. 本物業的量度尺寸如下---
The measurements of the Property are as follows-
請見附表 1 Please read attachment Schedule 1

15. 本物業買賣所包括的裝置、裝修物料及設備如附表 2 所列。
The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Schedule 2 hereto.

16. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.

17. 買方已確認收到第 18 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 18 and fully understands its contents.

18. 就第 17 條而言，“對買方的警告"內容如下---
For the purposes of clause 17, the following is the “Warning to Purchasers” ---
(a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase

you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

(d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
lf 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.

19. 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。
Time shall in every respect be of the essence of this Preliminary Agreement.

20. 上述所有再期訂金、部份樓價及樓價餘款須以抬頭人寫上賣方律師之銀行本票支付。
All further deposit, part payment of the Purchase Price and the balance of the Purchase Price shall be paid by the Purchaser by way of cashier orders drawn in favour of the Vendor's Solicitors.

21. 雙方同意並聲明本臨時合約只適用於買方個人。只有簽署本臨時合約的人士方可簽署正式合約。買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約的權益轉讓給第三者。
It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Only the person who has signed this Preliminary Agreement is permitted to sign the Agreement. 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.

22. 買方同意及確認本物業以現狀發售。買方同意及確認買方已被邀請或已實地視察本物業，而無論買方有否曾經視察本物業，買方將被視作清楚知道其現有狀況。
The Property is sold on an "as-is" basis. The Purchaser agrees and acknowledges that the Purchaser has been invited to inspect or has duly inspected the Property and is deemed to have knowledge of the existing state and condition of the Property whether or not he has in fact inspected the Property.

23. 本物業之風險從本臨時買賣合約成立日起由買方承擔 。
The risk of the Property shall pass to the Purchaser from the date of this Preliminary Agreement.

24. 本物業乃屬《印花稅條例》(第 117 章)第 29A(1)條所註釋之*住宅用途/~~非住宅用途~~物業。
The Property is * residential property / ~~non-residential property~~ within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

25. 在本臨時合約簽訂前，買賣雙方並無其他口頭或類似本合約之協議。
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof

26. 買方必須書面通知賣方一切其聯絡地址及電話號碼的變更。
The Purchaser shall inform the Vendor in writing of any changes in correspondence details and telephone number.

27. 買方代表律師辦理本物業之正式合約及轉讓契之律師費(包括有關擬備、審批、簽立及完成正式合約及轉讓契及加蓋印花及註冊之代支費用及附帶之其他雜費)，均由買方承擔及支付。除此之外，買方須承擔及支付:
The Purchaser shall bear the Purchaser's solicitors legal fees (including the disbursements of and incidental to the preparation, approval, execution, completion, stamping and registration) of the Agreement and the Assignment of the Property. The Purchaser shall also bear and pay:

(a) 所有有關本物業的按揭及(如適用)第二按揭的律師費及雜費，
all legal costs and disbursements for the preparation of the Mortgage and (if any) the Second Mortgage of the Property;

(b) 所有有關本物業買賣的雜費，包括(但不限於)查冊費、登記費及所有附於正式合約及轉讓契的圖則的費用;
all disbursements incurred in connection with the sale and purchase of the Property including (without limitation) search fee, registration fees and fees for the preparation of plans of the Property to be annexed to the Agreement and the Assignment;

(c) 本物業樓契及業權文件的認證副本費用；

the costs of preparing certified true copies of title deeds and documents relating to the Property;

(d) (i)擬定、簽署及登記大廈公共契約包括大廈管理合約的律師費用之攤分部份及(ii)所有附於公共契約內有關大廈公共部份的圖則之圖則費之攤分部份;
the respective proportions of (i) the legal costs of the preparation, execution and registration of the Deed of Mutual Covenant incorporating a Management Agreement of the Development ("DMC") and (ii) the costs of preparation of plans showing the common parts of the Development annexed to the DMC;

(e) (i) 所有賣方就本物業所支付的公用設施按金(如有);
all public utility deposits paid by the Vendor in respect of the Property (if any);

(ii) 按比例分攤之公共部份的水、電及煤氣按金;
a proportionate part of the water, electricity and gas deposits in respect of the common parts of the Development;

(iii) 兩個月上期管理費;
2 months' advance payment of the management fee;

(iv) 相等於三個月管理費的管理費按金;
a sum equivalent to 3 months' management fee as management fee deposit;

(v) 相等於兩個月管理費的特別基金分攤 (見公共契約定義) ;及
a sum equivalent to 2 months' management fee as initial contribution to the Special Funds (as defined in the DMC); and

(vi) 相等於一個月管理費的泥頭費(住宅停車位及電單車停車位不設泥頭費)。
a sum equivalent to 1 month's management fee as debris removal fee (No debris removal fee for Residential Parking Space & Motor Cycle Parking Space).

買方須在交易完成時向發展項目的管理人繳交上述費用，或如任何上述費用已由賣方繳付予發展項目的管理人，不管有關費用是否可按大廈公共契約轉名或退款，買方均須在交易完成時償還予賣方。
The Purchaser shall on completion of the sale and purchase pay to the Manager of the Development the above payments or reimburse the Vendor for any of the above payments already paid by the Vendor to the Manager of the Development, whether or not any of such payments are transferable or refundable under the DMC.

28. 倘若買方在簽署正式合約後將本物業轉售或以代名人承受本物業，則該項轉售、代名任命以及轉讓契之一切律師費與開銷及根據印花稅條例徵收的印花稅，額外印花稅及附加印花稅均須由買方負擔。
If after signing the Agreement, the Purchaser shall sub-sell the Property or nominate another person to take up the Property, all legal fees and disbursements and all stamp duty, special stamp duty and additional stamp duty which are chargeable under the Stamp Duty Ordinance in connection with the sub-sale, the nomination and the Assignment shall be borne by the Purchaser.

29. 如買方或任何代表買方之人士在未簽正式合約前將本臨時合約登記於土地註冊處之登記冊內，賣方或其銷售代表可單方面簽署及登記備忘錄於土地註冊處以刪除或取消本臨時合約之註冊，買方於此同意並授權賣方或其銷售代表簽署及登記該備忘錄在土地註冊處，以刪除或取消本臨時合約原有之註冊。
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry and the Purchaser hereby consents and authorizes the Vendor and/or its Sales Agent to sign and register such Memorandum in the Land Registry or vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

30. (a) 賣方和買方無意賦予任何第三者權利以《合約(第三者權利)》(第 623 章)(『該條例』)為依據強制執行本臨時合約下任何條款，並且同意摒除該條例適用於本臨時合約，惟受以下第(b)款及第(c)款的規定限制。
Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

(b) 本條第(a)款只適用於以下情況而本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。
Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance Cap.621).

(c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制去執行任何該等款時 :
If any term of this Preliminary Agreement is not excluded from the application of the CRPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO.

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約; 及
this Preliminary Agreement may still be varied from time to time or (where such right of rescission exits) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

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

31. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如解釋有任何差異、出入及爭議，概以英文版本為準。
The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.

附表 1 Schedule 1

於本附表 1，只有構成「本物業」的物業的量度尺寸方適用於本臨時合約。
In this Schedule 1, only the measurements of the property(ies) which the Property comprises are applicable to this Preliminary Agreement.

富豪・悅庭 丹桂村路 83G 號
83G Tan Kwai Tsuen Road, Casa Regalia

(a) 本物業的實用面積為[251.909]平方米/[2712] 平方呎*[，其中--]
the saleable area of the Property is [251.909]square metres / [2712] square feet *[of which--]
*[4.5]平方米/[48]平方呎為露台的樓面面積] ;
*[4.5] square metres/ [48] square feet is the floor area of the balcony];
*[--] 平方米 / [--]平方呎為工作平台的樓面面積] ;
*[--]square metres / [--] square feet is the floor area of the utility platform];
*[--]平方米 /[--]平方呎為陽台的樓面面積]及
*[--]square metres / [--] square feet is the floor area of the verandah]; and

(b) 其他量度尺寸為---
other measurements are-
*[空調機房的面積為--平方米/ --平方呎];
*[the area of the air-conditioning plant room is -- square metres / --square feet];
*[窗台的面積為--平方米 / --平方呎];
*[the area of the bay window is --square metres / --square feet];
*[閣樓的面積為--平方米/ --平方呎];
*[the area of the cockloft is --square metres /-- square feet);

*[平台的面積為 6.278 平方米/ 68 平方呎];
*[the area of the flat roof is 6.278 square metres / 68 square feet);
*[花園的面積為 91.198 平方米/ 982 平方呎];
*[the area of the garden is 91.198 square metres / 982 square feet];
*[停車位的面積為 -- 平方米/ -- 平方呎];
*[the area of the parking space -- square metres / -- square feet];
*[天台的面積為 53.599 平方米/ 577 平方呎];
*[the area of the roof is 53.599 square metres / 577 square feet];
*[梯屋的面積為 3.681 平方米/ 40 平方呎];
*[the area of the stairhood is 3.681 square metres / 40 square feet];
*[前庭的面積為--平方米/ --平方呎];
*[the area of the terrace is -- square metres / --square feet];
*[庭院的面積為--平方米/ --平方呎]。
*[the area of the yard is --square metres / --square feet].

附表 2

於本附表 2，只有構成「本物業」的物業的裝置、裝修物料及設備方適用於本臨時合約。

裝置,裝修物料及設備

賣方承諾如項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。有關裝置和升降機或設備的品牌及產品型號，請參考〝設備說明表〞。

富豪・悅庭丹桂村路 83G, 83C, 83D, 83E, 83F 及 83G 號

1. 外部裝修物料	
細項	描述
(a) 外牆	鋪砌天然石材板、玻璃幕牆、油漆、鋁板及彷石磚。
(b) 窗	客廳、飯廳、廚房、主人睡房及睡房採用氟炭噴塗鋁窗框連灰面玻璃。 主人浴室及浴室選用氟炭噴塗鋁窗框連半透光灰面玻璃。
(c) 窗台	沒有。
(d) 花槽	花槽外鋪砌瓷磚。
(e) 陽台或露台	牆身鋪砌天然石材板及鋁板，地台鋪砌均質瓷磚及天然石壘，露台外露天花髹上乳膠漆。裝有玻璃欄杆。 為有蓋露台。 沒有陽台。
(f) 乾衣設施	沒有。

2. 室內裝修物料	
細項	描述
(a) 大堂	沒有。
(b) 內牆及天花板	**內牆：** 客廳、飯廳、主人睡房及睡房內外露牆髹乳膠漆。 **天花板：** 客廳、飯廳、主人睡房及睡房的天花板外露部份髹上乳膠漆，部分天花以石膏板鋪砌髹上乳膠漆。
(c) 內部地板	客廳、飯廳、主人睡房及睡房內部地板鋪砌複合木地板及木腳線。露台、花園或天台沿趟門之地台圍邊部分鋪砌天然石材。
(d) 浴室	主人浴室及浴室外露牆身鋪砌瓷磚及玻璃鏡面。外露地台鋪砌瓷磚。裝設石膏板假天花髹上乳膠漆。牆身飾面鋪砌至假天花高度。
(e) 廚房	外露牆身鋪砌瓷磚及玻璃鏡面。外露地台鋪砌瓷磚。裝設石膏板假天花髹上乳膠漆。灶台面為實心人造面板枱面。牆身飾面鋪砌至假天花高度。

3. 室內裝置	
細項	描述
(a) 門	**地下防雨門：** 氟炭噴塗鋁門框玻璃門，裝設門鎖。 **地下單位大門：** 木皮面實心木門。裝設門鎖、氣鼓、防盜眼及門阻。 **地庫單位大門：** 木皮面實心木門。裝設門鎖、氣鼓及門阻。 **地庫樓梯旁木門：** 木皮面實心木門。裝設氣鼓及門阻。 **廚房：** 木皮面實心木門配以玻璃。裝設氣鼓及門阻。 **主人睡房、睡房、主人浴室、浴室、客人洗手間及儲物室 1：** 木皮面空心木門。裝設門鎖及門阻。主人浴室及客人洗手間門設有百葉。 **儲物室 2：** 鋁門框玻璃摺門。 **消防泵房：** 膠板面實心木門。裝設門鎖、氣鼓及門阻。 **消防喉轆門：** 木皮面木門。 **花園、露台及平台：** 氟炭噴塗鋁框玻璃趟門，裝設門鎖。 **天台門：** 氟炭噴塗鋁門框玻璃門，裝設門鎖。
(b) 浴室	主人浴室及浴室選用木面鏡櫃。主人浴室及浴室選用實心人造面板檯面。裝置及設備包括陶瓷坐廁、陶瓷洗手盆、鍍鉻飾面毛巾架及廁紙架。設有抽氣扇。冷水喉採用銅喉管，熱水喉採用隔熱絕緣銅喉。 主人浴室及浴室設有瓷釉鑄鐵浴缸（1500 毫米長 x 750 毫米闊 x 420 毫米高），鍍鉻浴缸水龍頭及花灑水龍頭。 主人浴室淋浴間設有鍍鉻花灑水龍頭。 隨樓附送之設備及品牌，請參閱“設備說明表”。
(c) 廚房	廚櫃由高級刨花板櫃體、高光烤漆櫃門和高光高壓耐高溫飾面板櫃門組成；並配有實心人造面板檯面、不銹鋼水槽和鍍鉻單控水龍頭。冷水喉採用銅喉管，熱水喉採用隔熱絕緣銅喉。 隨樓附送之設備及品牌，請參閱“設備說明表”。
(d) 睡房	沒有。
(e) 電話	客廳、飯廳、主人睡房及睡房設有電話插座。 有關接駁點的位置及數量，請參考“機電裝置數量說明表”。

3. 室內裝置	
細項	描述
(f) 天線	客廳、飯廳、廚房、主人睡房、睡房、主人浴室及閱讀室均裝設有可接收本地電視節目及電台節目的電視／收音機天線插座。 有關接駁點的位置及數量，請參考“機電裝置數量說明表”。
(g) 電力裝置	提供三相電力配電箱並裝置有漏電斷路器。照明及電插座之導管暗藏於牆身或置於假天花、假陣或櫃內。 有關電插座及空調機接駁點的位置及數量，請參考“機電裝置數量說明表”。
(h) 氣體供應	煤氣喉接駁煤氣煮食爐及煤氣熱水爐。單位之煤氣錶接駁點位於廚房內。
(i) 洗衣機接駁點	洗衣機配備來水及去水接駁點設在廚房。
(j) 供水	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉。 廚房及浴室有熱水供應。 冷熱水管是部分隱藏及部分外露。[1]

4. 雜項	
細項	描述
(a) 升降機	沒有。
(b) 信箱	每座洋房設置金屬信箱。
(c) 垃圾收集	一個設有車輛通道公用垃圾儲存及物料回收房位於地下提供垃圾收集處理。
(d) 水錶、電錶及氣體錶	每座洋房之獨立水錶安裝於地庫水錶箱內。 每座洋房之獨立電錶安裝於地庫電錶箱內。 每座洋房之廚房內預留獨立煤氣錶位置。

5. 保安設施	
細項	描述
保安系統及設備	地庫停車場、康樂設施、地下緊急車輛通道及邊界圍牆均裝設有閉路電視，並連接管理員辦事處。 每座洋房地下入口裝有訪客視像對講機並連接該洋房內之視像對講機。

6. 設備	
細項	描述
設備	品牌名稱及產品型號：有關裝置和設備的品牌及產品型號，請參考“設備說明表”。

備註： 1. 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。

Schedule 2

In this Schedule 2, only the fittings, finishes and appliances of the property(ies) which the Property comprises are applicable to this Preliminary Agreement.

Fittings, Finishes & Appliances

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed. For brand names and model numbers of lifts or appliances provided, please refer to "Appliances Schedule".

83G, 83C, 83D, 83E, 83F and 83G Tan Kwai Tsuen Road, Casa Regalia

1. Exterior Finishes	
Item	Description
(a) External Wall	Finished with natural stone cladding panels, curtain walls, paint, aluminum claddings and artificial granite tiles.
(b) Window	PVF2 aluminum window frames fitted with grey tinted glass for living room, dining room, kitchen, master bedroom and bedroom; PVF2 aluminum window frames fitted with obscured grey tinted glass for master bathroom and bathroom.
(c) Bay Window	Nil
(d) Planter	Externally finished with ceramic tiles.
(e) Verandah or balcony	Wall is finished with natural stone cladding and aluminum cladding. Floor is finished with homogenous tiles and natural stone tile curb. Exposed surfaces of ceilings of balcony are painted with emulsion paint. Fitted with glass balustrade. Balconies are covered. There is no verandah.
(f) Drying facilities for clothing	Nil

2. Interior Finishes	
Item	Description
(a) Lobby	Nil
(b) Internal wall and ceiling	**Internal Walls:** Exposed surfaces of internal walls of living room, dining room, master bedroom and bedroom are painted with emulsion paint. **Ceilings:** Exposed surfaces of ceilings of living room, dining room, master bedroom and bedroom are finished with emulsion paint. Some areas are equipped with gypsum board false ceilings with emulsion paint.
(c) Internal floor	Living room, dining room, master bedroom and bedroom are finished with engineering timber flooring and timber skirting with natural stone tiles adjoining sliding doors to balconies, gardens or flat roofs.
(d) Bathroom	Master bathroom and bathroom: Exposed surfaces of walls are finished with ceramic tiles and mirror. Exposed surfaces of floor are finished with ceramic tiles. Gypsum board false ceilings with emulsion paint are provided. Wall finishes run up to false ceiling.
(e) Kitchen	Exposed surfaces of walls are finished with mirror and ceramic tiles up to false ceiling level. Exposed surfaces of floors are finished with ceramic tiles. Gypsum board false ceiling painted with emulsion paint are provided. Cooking bench top is fitted with artificial solid surface work top. Wall finishes run up to false ceiling.

3. Interior Fittings	
Item	Description
(a) Doors	**Rain Door at G/F Entrance :** PVF2 aluminum framed glass door fitted with lockset. **Main Entrance at G/F:** Solid core timber door finished with timber veneer and fitted with lockset, door closer, eye viewer and door stopper. **Entrance of House at B/F:** Solid core timber door finished with timber veneer and fitted with lockset, door closer, door stopper. **Door adjacent to staircase at B/F:** Solid core timber door finished with timber veneer and fitted with door closer and door stopper. **Kitchen:** Solid core timber door finished with timber veneer and fitted with glass panel, door closer and door stopper. **Master Bedroom, Bedroom, Master Bathroom, Bathroom, Guest Lavatory and Store Room 1:** Hollow core timber door finished with timber veneer and fitted with lockset and door stopper. The doors of master bathroom and guest lavatory are fitted with louvers. **Store Room 2:** Aluminum framed glass folding door. **F.S. Pump Room:** Solid core timber door finished with plastic laminate and fitted with lockset, door closer and door stopper. **Hose Reel Door:** Timber door panel finished with timber veneer. **Garden, Balcony and Flat Roof:** Sliding glass door with PVF2 aluminum frame fitted with lockset. **Roof Door:** PVF2 aluminum framed glass door with lockset.
(b) Bathroom	Master Bathroom and bathroom are fitted with wooden mirror cabinet. All countertops are finished with artificial solid surface material. Fittings and equipment include vitreous china water closet, vitreous china wash basin, chrome plated towel bar and paper holder. Ventilation fan is provided. Copper pipes are used for cold water supply system and copper water pipes with thermal insulation for hot water supply. Master bathroom and bathroom are fitted with enameled cast iron bath tub (1500mm L x 750mm W x 420mm H) with chrome plated bath mixer and shower bar. Shower cubicle fitted with chrome plated shower water mixer are provided in master bathroom. For brand name and provisions of appliances, please refer to "Appliances Schedule".
(c) Kitchen	Kitchen cabinet is completed with chipboard carcase, high gloss lacquered surface door frontal and high gloss high pressure laminated surface door panel, and equipped with artificial solid surface work top, stainless steel sink and chrome plated sink mixer. Copper pipes are used for cold water supply system and copper water pipes with thermal insulation for hot water supply. For brand name and provisions of appliances, please refer to "Appliances Schedule".
(d) Bedroom	Nil
(e) Telephone	Telephone connection points are provided for living room, dining room, master bedroom and bedroom. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions".

3. Interior Fittings	
Item	Description
(f) Aerials	TV/FM outlets for local TV/FM radio programmes are provided in living room, dining room, kitchen, master bedroom, bedroom and master bathroom. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions".
(g) Electrical Installations	Three-phase electricity supply with miniature circuit breakers distribution boards completed with residual-current device is provided. Conduit wiring concealed in walls or enclosed in false ceilings or bulkheads or cabinets for lightings and power points are provided. For location and number of socket points and air conditioner points, please refer to the "Schedule of Mechanical & Electrical Provisions".
(h) Gas Supply	Town gas supply pipes are provided and connected to gas cooking hob and gas water heater. Gas meter connection point is located in the kitchen of each individual house.
(i) Washing Machine Connection Point	Drain point and water point are located in the kitchen.
(j) Water Supply	Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply. Hot water supply system is provided to kitchen and bathroom. Both hot and cold water pipes are partly concealed and partly exposed. [1]

4. Miscellaneous	
Item	Description
(a) Lifts	Nil
(b) Letter Box	Metal letter box is provided for each individual house.
(c) Refuse Collection	A common refuse storage and material recovery chamber with vehicular access is provided at G/F for collection of refuse.
(d) Water Meter, Electricity Meter and Gas Meter	Separate water meter for each individual house is provided at water meter cabinet at B/F. Separate electricity meter for each individual house is provided at electricity meter cabinet at B/F. Space for separate gas meter is provided in the kitchen of each individual house.

5. Security Facilities	
Item	Description
Security System and Equipment	CCTV cameras are installed at B/F car park, recreational facilities, emergency vehicular access at G/F and boundary fence walls are connected to the caretaker's office. Visitor panel for access control is provided at G/F entrance of each individual house connecting to video door phone of each individual house.

6. Appliances	
Item	Description
Appliances	For brand names and model numbers of appliances provided, please refer to the "Appliances Schedule".

Remarks: 1. Other than those parts of the water pipes concealed with concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.

AppliancesSchedule 設備說明表

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed.

買方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備，便會安裝品質相若的設備。

83G, 83B, 83C, 83D, 83E, 83F and 83G Tan Kwai Tsuen Road, Casa Regalia

富豪・悅庭丹桂村路 83G, 83B, 83C, 83D, 83E, 83F 及 83G 號

Location 位置	Appliance 設備	Brand 品牌 / Model Number 型號	
		Outdoor 室外機	Indoor 室內機
Living Room 客廳	VRV Multi Air-Conditioning System VRV分體式空調	Mcquay 麥克維爾 / MDS120BR5	Mcquay 麥克維爾 / MCC028TP
Dining Room 飯廳	VRV Multi Air-Conditioning System VRV分體式空調		Mcquay 麥克維爾 / MCC018TP
Master Bedroom 1 主人睡房 1	VRV Multi Air-Conditioning System VRV分體式空調		Mcquay 麥克維爾 / MWM020VP
Master Bedroom 2 主人睡房 2	VRV Multi Air-Conditioning System VRV分體式空調		Mcquay 麥克維爾 / MWM020VP
Bedroom 1 睡房 1	VRV Multi Air-Conditioning System VRV分體式空調		Mcquay 麥克維爾 / MWM015VP
Bedroom 2 睡房 2	VRV Multi Air-Conditioning System VRV分體式空調		Mcquay 麥克維爾 / MWM015VP
Kitchen 廚房	Microwave Oven 微波爐	Bauknecht / EMCHT9145	
	Steamer 蒸爐	Bauknecht / ESTM9145	
	2 Burner Gas Hob 雙頭氣體煮食爐	Bauknecht / TGZ6260	
	Wok Burner 單頭氣體煮食爐	Bauknecht / TGC6180	
	Induction Hob 電磁爐	Bauknecht / ETI6260	
	Cookerhood 900mm 900毫米抽油煙機	Bauknecht / DWGR8410	
	Wine Cooler 酒櫃	Whirlpool / ARC1500	
	Refrigerator 雪櫃	Bauknecht / KSN1183	
	2 in 1 Washer dryer 洗衣乾衣機	Whirlpool / AWI 64120	
	11.6" Full HD LED TV 11.6吋LED高清電視	Cristal 尼斯 / CTV-121	
	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200C	

Location 位置	Appliance 設備	Brand 品牌 / Model Number 型號
Master Bathroom 1 主人浴室 1	17.1" Waterproof TV 17.1吋防水電視	Cristal 尼斯 / BKW-171
	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200C
Master Bathroom 2 主人浴室 2	17.1" Waterproof TV 17.1吋防水電視	Cristal 尼斯 / BKW-171
	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200C
Bathroom 1 浴室 1	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200B
Bathroom 2 浴室 2	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200B
Guest Lavatory 賓客洗手間	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200B
Store Room 1 儲物室 1	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200C
Store Room 2 in 83A, 83C, 83D, 83E, 83F and 83G Tan Kwai Tsuen Road, Casa Regalia 富豪・悦庭 丹桂村路 83A、83C、83D、 83E、83F及83G號 儲存室2	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200B
Lavatory adjacent to Store Room 1 in 83B Tan Kwai Tsuen Road, Casa Regalia 富豪・悦庭 丹桂村路83B號 儲存室1旁洗手間	Exhaust Fan 抽氣扇	Rosenberg 洛森 / RDI 200B
Roof 天台	Gas Water Heater 煤氣熱水爐	TGC TNJW221TFQL

Appendix C
附件 C

Vendor's Information Form
賣方資料表格

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 本物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

1.	The amount of the monthly management fee that is payable for the Property: 須就本物業支付的每月管理費用的款額: 83G Tan Kwai Tsuen Road, Casa Regalia HK$11,765.60	
2.	The amount of the Government rent (if any) that is payable for the Property : 須就本物業繳付的地稅（如有的話）的款額 : HK$3,420 per quarter 每季度港幣 3,420 元	3% of the rateable value of the Property per annum 該物業應課差餉租值的百份之三
3.	The name of the owners' incorporation (if any) : 業主立案法團（如有的話）的名稱 :	Incorporated Owners of Casa Regalia Domus 65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號富豪悅庭・尚築業主立案法團
4.	The name of the manager of the Development : 發展項目的管理人的姓名或名稱 :	Regal Estate Management Limited 富豪物業管理有限公司
5.	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 :	NIL 沒有
6.	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該項目的任何部分恢復原狀的任何通知 :	NIL 沒有
7.	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 :	NIL 沒有

8.	Date of printing : 列印日期 ：	6-11-2026

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the preliminary agreement for sale and purchase of the Property.
買方現確認在簽署該物業之臨時買賣合約之前，買方已收到此份賣方資料表格。

Signed by the Purchaser(s) 買方簽署

Appendix D
附件 D

Warning to Purchasers
對買方的警告

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 本物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

WARNING TO PURCHASERS
PLEASE READ CAREFULLY
對買方的警告
買方請小心口讀

(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。

Signed by the Purchaser(s) 買方簽署

Appendix E
附件 E

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

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 本物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

1. The Purchaser hereby confirms that the Purchaser is **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
就《一手住宅物業銷售條例》而言，買方謹此確認買方並**不是**賣方的「有關連人士」。

2. For the purpose of this Declaration, a person is a related party to the Vendor if that person is :
就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」。

   (a) a director of the Vendor, or a parent, spouse or child of such a director;
   該人是賣方的董事，或該董事的父母、配偶或子女；
   (b) a manager of the Vendor;
   該人是賣方的經理；
   (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
   該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
   (d) an associate corporation or holding company of the Vendor;
   該人是賣方的有聯繫法團或控權公司；
   (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
   該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
   (f) a manager of such an associate corporation or holding company.
   該人是上述有聯繫法團或控權公司的經理。

3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾儘快通知賣方。

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

Signed by the Purchaser(s) 買方簽署

1. ***"Manager"*** has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors' immediate authority.
"經理" 具有《公司條例》(第 622 章)給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。

2. ***"Private company"*** has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member's right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.
"私人公司" 具有《公司條例》(第 622 章)給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司：(a) 限制成員轉讓股份的權利；及 (b) 將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及(c) 禁止邀請公眾人士認購該公司的任何股份或債權證。

3. ***"Associate corporation"*** means (a) a subsidiary of the vendor or (b) a subsidiary of a holding company of the Vendor. "Subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap.622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-
(a) that other company -
(i) controls the composition of the board of directors of the first-mentioned company; or
(ii) controls more than half of the voting power of the first-mentioned company; or
(iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
(b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.
"有聯繫法團" 指 (a)賣方的附屬公司或 (b)賣方的控權公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據 《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如 :-
(a) 該另一間公司 -
(i) 控制首述的公司董事局的組成；或
(ii) 控制首述的公司過半數的表決權；或
(iii) 持有首述的公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超逾某一指明數額之數，則該部分不計算在該股本內)；或
(b) 首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。

4. ***"Holding company"*** means, for the purpose of the Vendor, a company of which the vendor is a subsidiary.
"控權公司" 指(就賣方而言)一家公司而賣方為該公司的附屬公司。

Appendix F
附件 F

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

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 該物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

I/We, the undersigned, hereby confirm below prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property :
本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項 ：

Please specify 請選擇:

I/We hereby confirm that the Vendor has made the Property available for viewing by me/us prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property :
本人/我們確認於簽署該物業之臨時買賣合約前，賣方已開放該物業供本人/我們參觀 ：

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

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

☐ but after due consideration and out of my/our free will and choice I/we decided not to view the Property prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.
但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀該物業。

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

Signed by the Purchaser(s) 買方簽署

Appendix G
附件 G

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 該物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Intermediary 中介人	（公司名稱） （地產代理姓名）
Estate Agent Licence No. 地產代理牌照號碼	
Date 日期	

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

1. The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。

2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、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負責。

3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。上述物業之買賣交易嚴格依據臨時買賣合約及正式合約進行。

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

Signed by the Purchaser(s) 買方簽署	Signature of the Intermediary 中介人簽署

Appendix H
附件 H

Personal Information Collection Statement
收集個人資料聲明

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 該物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

Please read the following notes carefully as they contain important information about how the Vendor would like to use your personal information
敬請 閣下細閱下列各項須知，因其載有關於賣方希望如何使用 閣下的個人資料之重要資訊

1. The Vendor wishes to collect your name, identity card number, correspondence address, telephone number, details of the unit(s) and parking space(s) (if any) you bought in 65-89 Tan Kwai Tsuen Road, email address and fax number (collectively "**Personal Data**") for the purposes of :-
賣方擬收集 閣下的姓名、身份證號碼、通訊地址、電話號碼、閣下所購入在丹桂村路 65-89 號中的單位及車位(如有)詳情、電郵地址及傳真號碼(統稱「**個人資料**」作下列用途:-

   (a) The Vendor's dealing with all legal and other necessary administrative matters relating to your purchase of your unit(s) and parking space(s) (if any) in 65-89 Tan Kwai Tsuen Road and protecting the parties' interests in the transaction ("**the Obligatory Purposes**"); and
   賣方處理與 閣下購買丹桂村路 65-89 號的單位及車位(如有)有關的所有法律及其他必需的行政事宜，並保障買賣雙方在交易中的權益(「**強制性用途**」); 及

   (b) The Vendor's use of your Personal Data in direct marketing and providing your Personal Data to Regal Estate Agents Limited. Your Personal Data will be used for marketing the following services / products / activities :-
   賣方使用 閣下的個人資料作直接促銷及提供 閣下的個人資料給富豪物業代理有限公司供他們作直接促銷使用。 閣下的個人資料會被用作促銷以下服務 / 產品 / 活動 :-
   - The information in relation to the leasing/sale of 65-89 Tan Kwai Tsuen Road, including but not limited to the leasing/sale of Residential Parking Spaces and Motor Cycle Parking Spaces, on the understanding that the arrangement in respect of such sale or leasing shall be subject to the sole discretion of the Vendor;
   丹桂村路 65-89 號之租售資料包括但不限於住宅停車位/電單車停車位之租售資料。而租售之安排將由賣方全權決定；
   - Promotional activities for 65-89 Tan Kwai Tsuen Road; and
   丹桂村路 65-89 號之推廣活動；及
   - All promotional materials / information of other developments of which Regal Estate Agents Limited is the marketing agent.
   富豪物業代理有限公司作為市務代理的其他旗下樓盤之宣傳資料。

   ("**the Voluntary Purposes**").
   (「**自願性用途**」)

2. The Obligatory Purposes are purposes for which the Vendor needs your Personal Data. If you do not provide your Personal Data to the Vendor for these purposes, the Vendor will not be able to carry out the Obligatory Purposes which may mean that your purchase of your unit(s) and parking space(s) (if any) in 65-89 Tan Kwai Tsuen Road and/or administrative matters relating to the same may be adversely affected.
強制性用途乃賣方需要 閣下的個人資料所作的用途。如果 閣下不提供 閣下的個人資料予賣方作此等用途，賣方將不能夠作出強制性用途，這可能意味着 閣下購買在丹桂村路 65-89 號中的單位及車位(如有)及/或與此有關的行政事宜可能受到不利影響。

3. The Voluntary Purposes are only voluntary purposes and you are not obliged to permit your Personal Data to be used for these purposes if you do not want the Vendor and/or Regal Estate Agents Limited to conduct direct marketing to you of investment opportunities in 65-68 Tan Kwai Tsuen Road or other developments of which Regal Estate Agents Limited is the marketing agent, or to use your Personal Data for marketing the services / products / activities mentioned in paragraph (1)(b).
自願性用途僅屬自願性用途，而如果 閣下不希望賣方及/或富豪物業代理有限公司向 閣下進行在丹桂村路 65-89 號中或富豪物業代理有限公司作為市務代理的旗下樓盤的投資機會的直接促銷，或者用作促銷第(1)(b)段所述的服務 / 產品 / 活動，閣下並無責任准許閣下的個人資料被用作此等用途。

4. The Vendor will take all practicable steps to keep your Personal Data confidential but (i) **will** transfer your Personal Data to the Vendor's solicitors and Regal Estate Agents Limited for the Obligatory Purposes, and (ii) **if you agree**, will transfer your Personal Data to Regal Estate Agents Limited who may then use your Personal Data for the Voluntary Purposes. The Vendor will not transfer your Personal Data to any other person without your consent.
賣方將會採取所有切實可行的步驟，以保密 閣下的個人資料，但（i）***將會***把 閣下的個人資料轉移予賣方的代表律師及富豪物業代理有限公司作強制性用途，及（ii）***如果 閣下同意的話***，將會把 閣下的個人資料轉移予富豪物業代理有限公司，而繼而使其可使用 閣下的個人資料作自願性用途。在沒有 閣下同意下，賣方不會把 閣下的個人資料轉移予任何其他人士。

5. You may require the Vendor and/or Regal Estate Agents Limited at any time to cease using your Personal Data for the aforesaid direct marketing purposes and the Vendor and/or Regal Estate Agents Limited must so cease, without charge.
閣下可隨時要求賣方及/或富豪物業代理有限公司停止使用 閣下的個人資料作前述直接促銷用途，而賣方及/或富豪物業代理有限公司必須在不收費的情況下停止如此使用該等資料。

6. The Vendor will keep your Personal Data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. The Vendor will not retain your Personal Data if you terminate your consent or request us to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, termination or cessation or occurrence of other circumstances where your Personal Data is no longer required, the Vendor will destroy your Personal Data as soon as practicable after the Vendor is no longer obliged to retain such data by law.
賣方將只在為落實強制性用途及(如果 閣下同意的話)自願性用途所需的期間內，方會保存 閣下的個人資料。如果 閣下終止閣下的同意或要求賣方停止如此使用 閣下的個人資料，賣方將不會保留該等資料。在落實強制性用途及(如果 閣下同意的話)自願性用途之後、出現終止或停止、或者發生不再需要 閣下的個人資料之其他情況時，賣方將會在根據法律再無責任保留 閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

7. You may at any time request access to and/or to correct Personal Data relating to you in the Vendor's records. To exercise these rights, you may contact the Vendor at the address or email below, marking your communication "Confidential".
If you would like to (1) request for (i) access to data or correction of data and/or (ii) general information regarding the Vendor's policies and practices with respect to personal data and (2) raise general enquiries and complaints about the Vendor's handling of personal data, such requests, enquiries and complaints should be addressed to :

Regal Estate Agents Limited,
20/F., 68 Yee Wo Street,
Causeway Bay, Hong Kong.
(Marked "Confidential")

閣下可隨時要求查閱及/或改正在賣方的紀錄中與　閣下有關的個人資料。如要行使此等權利，閣下可按以下地址或電郵與賣方聯絡，並在　閣下的通訊註明「保密」字樣。
如欲（1）要求（i）查閱資料或改正資料及/或（ii）索取有關賣方在個人資料方面的政策及實務的一般資料及（2）提出有關賣方處理個人資料的一般問題及投訴，應致函予以下地址 ：

富豪物業代理有限公司
香港銅鑼灣
怡和街 68 號 20 樓
（註明「保密」字樣）

Acknowledgement and Consent by the Purchaser
買方確認及同意書

I have read this Statement and agree to its terms.
本人已閱讀本聲明並同意其條款。

☐ By checking this box, I instruct the Vendor **NOT** to use my Personal Data for the Voluntary Purposes described above, including transfer of my Personal Data to Regal Estate Agents Limited. (*If I do not check this box, I understand that the Vendor **will** use my Personal Data for its direct marketing purposes described above and transfer my Personal Data to Regal Estate Agents Limited for the direct marketing purposes described above.*)

☐ 本人在此空格加上剔(「√」)號，即表示本人指示賣方不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予富豪物業代理有限公司。(如果本人並不在此空格加上剔(「√」號，即表示本人明白，賣方將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予富豪物業代理有限公司作上述自願性用途。)

Signed by the Purchaser(s) 買方簽署

If there is any inconsistency between the English and Chinese version, the English version shall prevail.
英文版本與中文版本如有任何抵觸應以英文版本為準。

Appendix I
附件 I

Acknowledgement in respect of Preserved Tree(s) in the Garden of the Property
關於在物業花園範圍內的保護種植樹木的確認信

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 該物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

I/We, the undersigned, hereby acknowledge that I/We am/are fully aware of and understand that under Clause 44 of the Third Schedule of the form of Deed of Mutual Covenant and Management Agreement (the "DMC"), the Owner of each house and apartment flat in 65-89 Tan Kwai Tsuen Road (the "Development") shall keep and maintain the Preserved Tree(s) in their garden in a good healthy condition at his/her own cost and expenses.

Under the DMC, "Preserved Trees" means the existing tree(s), replanted or transplanted tree(s) and/or other tree(s) growing on the Lot No. 4309 in Demarcation District No. 124 ("the Lot") or lot or land adjacent thereto required to be preserved in accordance with Special Condition No. (13) of New Grant No. 21285 (the "Government Grant"). The Preserved Trees within the gardens of the residential units in the Seventh Schedule of the DMC shall be owned by the respective owners of those residential units wherein they are planted, the responsibility to preserve and maintain each of these Preserved Trees rests with the owner for the time being of the respective residential units wherein the Preserved Tree(s) is or are planted; and "Preserved Tree" shall be construed accordingly.

I/We, the undersigned, the purchaser of the Property, hereby acknowledge and confirm that I/we have been fully informed that the Preserved Tree(s), which is/are planted in the garden of the Property and described in the Seventh Schedule of the DMC, will be owned by me/us after completion of the purchase of the Property and I/we are aware that as owner thereof, I/we will have to preserve and maintain the same as required under Clause 44 of the Third Schedule of the DMC and I/we will observe such obligation in respect of the Preserved Tree(s) after becoming the Owner of the Property.

本人/我們，下列簽署人，特此確認本人/我們是充分理解及明白根據公共樓宇契約和管理合約草稿（以後簡稱"屋宇公契"）之第三附表內第 44 條，每戶在丹桂村路 65-89 號(以後簡稱"發展項目")的獨立屋和公寓住宅的業主，須自費保持及保養在他們的花園範圍內所種植的**保護種植樹木**有良好和健康狀況。

根據屋宇公契所指"保護種植樹木"是解釋為現有、 再植或移植和/或其他樹木生長在該發展項目地段或鄰近相連的土地須按根據 新批文號碼 21285(以後簡稱"政府官批")特別條款第(13) 條款內所須保存的保護種植樹木。在屋宇公契第七附表內所列出種植在有關住宅單位花園內的保護種植樹木為該住宅單位的業主擁有，而該住宅單位的業主亦須負上保持及保養種植在該花園內的保護種植樹木的責任。

本人/我們，下列簽署人，作為物業的買方，特此確認及同意本人/我們已經清楚獲悉，當物業成交後，本人/我們將成為在本物業花園內種植之所須保護種植樹木的擁有人。在成為該住宅單位的業主後，本人/我們將要根據屋宇公契第三附表內第 44 條款負上保持及保養在所持有花園內的保護種植樹木的責任。

Signed by the Purchaser(s) 買方簽署

Appendix J
附件 J

Side Letter - Option to Purchase Residential Parking Space
附函 – 住宅停車位的認購權

SUBJECT TO CONTRACT
受制於合約

Vendor 賣方	Equal Advantage Limited Equal Advantage Limited
Development 發展項目	65-89 Tan Kwai Tsuen Road 丹桂村路 65-89 號
Property 該物業	**83G Tan Kwai Tsuen Road, Casa Regalia** **富豪・悅庭，丹桂村路 83G 號**
Purchaser(s) 買方	
I.D. / B.R. Number 身份證/商業登記証號碼	
Date 日期	

1. Reference is made to the purchase of the Property by the Purchaser and the Preliminary Agreement for Sale and Purchase of the date of this letter ("PASP") made between the Purchaser and the Vendor.
本附函有關買方購買該物業及買方和賣方於本函日期訂立的臨時買賣合約（"臨時合約"）。

2. Subject to contract, the Purchaser shall have an option to purchase ONE or TWO Residential Parking Space(s) in the Development ("Carpark Purchase Option"). Please refer to the Schedule to this Side Letter for the number of Residential Parking Space which a Purchaser may have option to purchase.
受制於合約，買方可獲認購一個或兩個發展項目的住宅停車位之權利（"車位認購權"）。請查閱此附函之附件以獲得可認購之住宅停車位數目。

3. The Purchaser must select (if applicable) and decide whether to purchase the Residential Parking Space and must enter into a relevant sale and purchase agreement within the period as prescribed by the Vendor and in any event not later than the completion of the purchase of the Property, failing which the Purchaser will be deemed to have given up the Carpark Purchase Option and the Purchaser shall not be entitled to any compensation therefor. The Carpark Purchase Option is not transferrable. Price List and Sales Arrangements of the Residential Parking Space will be determined by the Vendor at its sole and absolute discretion and will be announced later. The arrangement in relation to the Carpark Purchase Option and the sale and purchase of the Residential Parking Space in this Side Letter is subject to contract. The decision as to whether and when to make offer to sell any Residential Parking Space and the terms of such offer are subject to the sole discretion of the Vendor.
買方須依照賣方所訂之時限但無論如何須於該物業買賣完成前揀選(如適用)及決定是否購買住宅停車位及簽署相關買賣合約，逾時作放棄車位認購權論，買方不會為此獲得任何補償。車位認購權不得轉讓。住宅停車位之價單及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。列於本附函有關車位認購權及買賣住宅停車位的安排以達成協議方作實。將住宅停車位邀約出售與否以及何時邀約出售，以及邀約條款，一概由賣方全權決定。

4. For the avoidance of doubt, should the Vendor decide not to make any offer, the Purchaser shall not be entitled to any remedy or damages whatsoever and the Purchaser shall still be obliged to complete the purchase of the Property in accordance with the provisions of the PASP and/or the subsequent formal agreement for sale and purchase.
為免存疑，如賣方決定不作出任何出售邀約，買方無權享有任何補償或損害賠償，及買方仍須根據臨時合約及/或其後的正式買賣合約的條文完成該物業之購買。

5. Nothing herein shall constitute any binding obligation on the Vendor's part to sell or offer to sell any Residential Parking Space in the Development or any contract or agreement for sale whatsoever or create any right or interest of and in any Residential Parking Space in the Development.
本附函並不對賣方構成任何具約束力的責任去出售或邀約出售發展項目的任何住宅停車位或任何買賣合約或協議，且不就發展項目的任何住宅停車位構成任何權利或權益。

6. The Chinese version of this side letter is for information only and in case of inconsistency, the English version shall prevail.
本附函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

After due and careful consideration of the contents of this Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.
經妥當及謹慎考慮本函之內容後，我 / 我們同意接受本函及受本函所有條款及條件規限

For and on behalf of the Vendor
賣方

Signature(s) of Purchaser(s) 買方簽署

Regal Estate Agents Limited
富豪物業代理有限公司

SCHEDULE TO SIDE LETTER

(A) The Purchaser of the following Property shall have an option to purchase _____ Residential Parking Space of the Development:-
以下物業之買方可獲認購_____個發展項目的住宅停車位的權利 :-

83G Tan Kwai Tsuen Road, Casa Regalia

Appendix K
附件 K

List of Gifts, Financial Advantage or Benefits
贈品、財務優惠或利益的列表

1. Depending on the payment terms of the purchase price made by the Purchaser and the intention indicated by the Purchaser in his Form of Tender, 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.
視乎買方支付樓價的條款及買方於其投標表格中表示之意欲，賣方將就購買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。

2. 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.
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。

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

4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。

5. The bank will, in the course of approving any mortgage, take into account the terms and conditions of the second mortgage in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

6. All capitalized terms in this List of gifts, financial advantage or benefits, unless otherwise defined, shall have the meaning ascribed to them in the Conditions of Sale annexed to the Tender Notice.
除非本列表另有定義，招標公告夾附的出售條款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。

7. All the gifts, or financial advantage or benefits to be made available to the Purchaser are listed as follow.
所有提供予買方的贈品、財務優惠或利益現表列如下。

- Offer of Residential Car Parking Space(s) 住宅停車位優惠

  The Purchaser of a residential property shall have an option to purchase ONE or TWO residential car parking space(s) of the development The price of each residential car parking space is HK$2 million. The sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

  買方可獲認購 1 個或 2 個發展項目的住宅停車位之權利。每個住宅停車位的售價為港幣 $2,000,000，銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。