

**TENDER DOCUMENT**

**INVITATION FOR PURCHASE OF PROPERTY**

**BY WAY OF TENDER**

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Tenders are invited for the purchase of  
**the properties set out in column (B) of Part I of the Schedule to the Tender Notice**  
**at FLEUR PAVILIA, 1 Kai Yuen Street, Hong Kong**

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**Tender commences at the date and time set out in column (C) of Part I of the Schedule to the Tender Notice (the “Tender Commencement Date”)**  
**and closes at the date and time set out in column (D) of Part I of the Schedule to the Tender Notice (the “Tender Closing Date”)**  
**(unless previously withdrawn or sold)**

Tenders must be submitted during office hours set out in Part II of the Schedule to the Tender Notice between the Tender Commencement Date and the Tender Closing Date (both days inclusive) to the Tender Box labelled “**Tender For FLEUR PAVILIA**” placed at 3A/F, New World Tower 2, 18 Queen’s Road Central, Central, Hong Kong in a plain envelope and clearly marked “**FLEUR PAVILIA**”.

**Vendor:** **Golden Kent International Limited**  
30th Floor, New World Tower, 18 Queen’s Road Central, Central, Hong Kong

**Vendor’s agent:** **New World Real Estate Agency Limited**  
3A/F, New World Tower 2, 18 Queen’s Road Central, Central, Hong Kong  
Enquiry Hotline: 8332 2233

## 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:

“ <b>Acceptance Period</b> ”	means the period between the Tender Commencement Date of submission of tender and the date which is the third working day after the Tender Closing Date, applicable to the relevant Properties for Tender (both dates inclusive);
“ <b>Agreement</b> ”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
“ <b>Conditions of Sale</b> ”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“ <b>Letter of Acceptance</b> ”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“ <b>Offer Form</b> ”	means the Offer Form set out in Part 3 of this Tender Document;
“ <b>Property</b> ”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property or the Tendered Properties (as the case may be);
“ <b>Properties for Tender</b> ”	means the properties set out in column (B) of <b>Part I</b> of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “ <b>Property for Tender</b> ” means any one of them;
“ <b>Purchase Price</b> ”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“ <b>Purchaser</b> ”	means the successful Tenderer whose tender in respect of the Tendered Property or the Tendered Properties (as the case may be) is accepted by the Vendor;
“ <b>Tender Closing Date</b> ”	means the date and time set out in column (D) of <b>Part I</b> of the Schedule to the Tender Notice;
“ <b>Tender Commencement Date</b> ”	means the date and time set out in column (C) of <b>Part I</b> of the Schedule to the Tender Notice;
“ <b>Tender Document</b> ”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
“ <b>Tender Notice</b> ”	means the Tender Notice set out in Part 1 of this Tender Document;

<b>“Tender Price”</b>	means the price tendered for the Tendered Property or the Tendered Properties (as the case may be) as specified in the Schedule to the Offer Form;
<b>“Tendered Properties”</b>	means the properties as specified in the Schedule to the Offer Form and <b>“Tendered Property”</b> means any one of them;
<b>“Tenderer”</b>	means the person who is specified in the Schedule to the Offer Form as the tenderer;
<b>“Vendor”</b>	means Golden Kent International Limited; and
<b>“Vendor’s solicitors”</b>	means Kao, Lee & Yip at 17/F, Gloucester Tower, The Landmark, Central, Hong Kong

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender set out in column (B) of Part I of the Schedule to the Tender Notice on the terms and conditions contained in this Tender Document.

Only the following persons are eligible to submit tender for the purchase of the Properties for Tender:

(a) (for an intended tenderer comprising individual(s) only) an intended tenderer comprising individual(s) who **(1)** is/are an existing New World CLUB member(s) as at the time of submission of the tender **or (2)** apply(ies) to become a New World CLUB member(s) at the time of submission of the tender; and

(b) (for an intended tenderer which is a corporation) a corporation in respect of which the individual director signing this Tender Document **(1)** is an existing New World CLUB member as at the time of submission of the tender **or (2)** applies to become a New World CLUB member at the time of submission of the tender.

For the avoidance of doubt, the Vendor reserves its absolute right to determine who is/are eligible to submit tender for the purpose of this paragraph 2.1.

- 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 Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the closing date and time of the tender of any of the Properties for Tender. Any adjustment of the Tender Closing Date applicable to any of the Properties for Tender as specified in column (D) of Part I of the Schedule to the Tender Notice will be posted at 3A/F, New World Tower 2, 18 Queen’s Road Central, Central, 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) A tenderer should submit this Tender Document in accordance with the terms and conditions as set out in this Tender Document.
- (b) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-
- (i) he/she/it must fill in the respective Tender Price for each Tendered Property in the Schedule to the Offer Form; and
- (ii) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Properties together and the Purchaser will be required to sign one (1) Agreement in respect of each of the Tendered Properties.
- 2.8 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;
- (b) accompanied with the following documents:-
- (i) Cashier's Order(s) / Cheque(s)
- preliminary deposit for the sum equivalent to **5%** of the Purchase Price for the Tendered Property or Tendered Properties (as the case may be). HK\$1,000,000 being part of the preliminary deposit must be paid by cashier's order(s) and the balance of the preliminary deposit may be paid by cheque(s) and/or cashier's order(s). Each of the cashier's order(s) and/or cheque(s) must be issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155) in favour of "**Kao, Lee & Yip**".
- (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) Documentary evidence to prove the Close Relative(s) relationship (if Section 8 of the Schedule to the Offer Form has been completed)
- Documentary evidence to prove the Close Relative(s) relationship referred to in Section 8 of the Schedule to the Offer Form.
- (v) Documents in Annex, (where applicable) duly signed and completed by the Tenderer

- (1) Warning to Purchasers
- (2) Purchaser's Consent to use of Personal Data
- (3) Declaration in Relation to Intermediary
- (4) Terms and Conditions of New World CLUB and Personal Information Collection Statement
- (5) List of gifts, financial advantage or benefits
- (6) Acknowledgement Letter for Viewing of Property (please fill in the "Date of Viewing")
- (7) Confirmation regarding "Ad Valorem Stamp Duty Benefit"
- (8) Vendor's Information Form

**Please :-**

- do NOT DATE any of the documents mentioned in this sub-paragraph (v)
  - **EXCEPT THAT the document in item (4) of sub-paragraph (v) SHALL BE DATED (being the date on which the tender is actually submitted by the Tenderer); otherwise the Vendor will date item (4) for the Tenderer.**
- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**FLEUR PAVILIA**"; and
- (d) placed in the Tender Box labelled "**Tender For FLEUR PAVILIA**" placed at 3A/F, New World Tower 2, 18 Queen's Road Central, Central, Hong Kong (the "**Venue**") during office hours set out in Part II of the Schedule to the Tender Notice from the Tender Commencement Date and at or before the Tender Closing Date.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is in effect at 7:00 a.m. on the closing date of the tender, the Venue will be closed on that day but will be open from 10 a.m. to 3 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 (i.e. the closing time and date of the tender will be extended to 3 p.m. on such date).

- 2.9 The Cashier's Order(s) / Cheque(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's Order(s) / Cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other Cashier's Order(s) / cheques 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.
- 2.10 (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.
- (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's Order(s) / Cheque(s).

- 2.11 (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.
- (c) Notwithstanding anything herein contained, if the Vendor shall accept the tender of one or more of the Properties for Tender (the “**Sold Property(ies)**”) during the relevant Acceptance Period in accordance with the terms and conditions hereof, then **all other tenders submitted by other Tenderer(s) on or before the date of such acceptance which comprise(s) any of the Sold Property(ies) shall be deemed to be withdrawn and cease to have effect immediately**, and the Vendor shall return the Cashier’s Order(s) / cheques to the unsuccessful tenderers in accordance with paragraph 2.9 above. The Vendor is not obliged to separately notify any of those Tenderers.

### **3. Acceptance of Tender**

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property or the Tendered Properties (as the case may be).
- 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 Purchaser will also be notified of the name of the Vendor's solicitors in the Letter of Acceptance. 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 during the period as specified under column (E) of Part I of the Schedule to the Tender Notice at the Venue. 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. Where the Vendor has accepted the tender for the purchase of more than one (1) Tendered Properties, the Purchaser will sign one (1) Agreement in respect of each of the Tendered Properties.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) no attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney with a valid Power of Attorney which must be both in substance and in form satisfactory to the Vendor; and
- (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of

signing the Loan Documents.

**4. Miscellaneous**

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, New World Real Estate Agency Limited, of 3A/F, New World Tower 2, 18 Queen's Road Central, Central, Hong Kong (Enquiry Hotline: 8332 2233).
- 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.

**Schedule to the Tender Notice**

**Part I - Properties For Tender**

<b>(A) Item</b>	<b>(B) Properties for Tender</b>	<b>(C) Tender Commencement Date and Time</b>	<b>(D) Tender Closing Date and Time</b>	<b>(E) Period for Inspection of Agreement</b>
1.	Unit C on 33/F and 35/F (duplex) of Tower 1, FLEUR PAVILIA and Residential Parking Spaces Nos. 34 and 35 on G/F, FLEUR PAVILIA	10:00 a.m. on 27 May 2019	3:00 p.m. on 30 September 2019	27 May 2019 to 30 September 2019  Monday to Friday from 10 a.m. to 3 p.m. (excluding public holidays)
2.	Unit D on 33/F and 35/F (duplex) of Tower 3, FLEUR PAVILIA and Residential Parking Spaces Nos. 37 and 38 on G/F, FLEUR PAVILIA	10:00 a.m. on 27 May 2019	3:00 p.m. on 30 September 2019	27 May 2019 to 30 September 2019  Monday to Friday from 10 a.m. to 3 p.m. (excluding public holidays)

**Part II – Office Hours**

**27 May 2019 to 30 September 2019**

**Monday to Friday from 10 a.m. to 3 p.m. (excluding public holidays)**

*[End of Part 1: Tender Notice]*



## **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 FLEUR PAVILIA, 1 Kai Yuen Street, 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. 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.
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
7. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor’s solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in such standard form as prepared by the Vendor’s solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the payment terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.
8. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
  - (a) this Preliminary Agreement is terminated;
  - (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.
9. The measurements of the Property are set out in the attached Schedule 1.

10. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
11. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
12. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, 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。
14. The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement (and not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement.

15. (a) Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.  
  
(b) The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
16. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
17. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 18, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
18. No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except a named attorney with a valid Power of Attorney which must be both in substance and in form satisfactory to the Vendor.
19. 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 procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose in the sub-sale Agreement for Sale and Purchase or other agreement, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the Assignment and (ii) procure from any subsequent sub-purchaser or other transferee a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this Clause 19.
20. (a) Subject to sub-clause (b) below, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) arising from this Preliminary Agreement, the Agreement, any subsequent nomination and other chargeable agreement for sale (if any), the subsequent Assignment and any counterpart(s) thereof and any penalty for late stamping thereof, the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and any other documents relating to the sale and purchase of the Property and all other disbursements and miscellaneous charges shall be solely borne and paid by the Purchaser.  
  
(b) If an individual Purchaser or a corporate Purchaser which is registered in Hong Kong shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property,
  - (i) in respect of his purchase of the Property, the Vendor shall bear the Vendor's solicitors' legal costs in respect of the Agreement and the subsequent Assignment, the charges for certified copies of title deeds, registration fees, plan fees, a due

proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and all other disbursements and miscellaneous charges in respect of the Agreement and the subsequent Assignment; and

- (ii) (if applicable and if the relevant mortgagee also instructs the Vendor's solicitors) the Vendor shall also bear the Vendor's solicitors' legal cost, disbursements and miscellaneous charges in respect of the Mortgage and any guarantee and other security documents for financing the Purchaser's purchase of the Property; and
  - (iii) in any event, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) arising from this Preliminary Agreement, the Agreement, any subsequent nomination and other chargeable agreement for sale (if any), the subsequent Assignment and any counterpart(s) thereof and any penalty for late stamping thereof shall be solely borne and paid by the Purchaser.
- (c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.
21. All further deposit, part payment of the Purchase Price, the balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of Cashier's Order(s) drawn in favour of the Vendor's solicitors. Cashier's Order(s) are subject to clearance. If any Cashier's Order(s) is dishonoured for whatever reason upon presentation, the Vendor shall be entitled to exercise its rights and remedies at law.
22. 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. The Purchaser hereby consents and authorizes the Vendor 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.
23. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact 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. On completion, the Purchaser shall pay to the manager of the Development, or reimburse to 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, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement in relation to the Development of which the Property forms part.
27. 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.
28. (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.

29. 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.

**Schedule 1 to Conditions of Sale**

In this Schedule 1, only the measurements of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

The measurements of the Property are as follows—

Unit C on 33/F and 35/F (duplex) of Tower 1, FLEUR PAVILIA

(a) 本物業的實用面積為 the saleable area of the Property is	<u>220.605</u>	平方米/ square metres/	<u>2375</u>	平方呎，其中— square feet of which—
	<u>4.964</u>	平方米/ square metres/	<u>53</u>	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	<u>1.500</u>	平方米/ square metres/	<u>16</u>	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	---	平方米/ square metres/	---	平方呎為陽台的樓面面積； 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 the area of the air-conditioning plant room	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*窗台的面積為 the area of the bay window is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*平台的面積為 the area of the flat roof is	<u>11.500</u>	平方米/ square metres/	<u>124</u>	平方呎； square feet;
*花園的面積為 the area of the garden is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*停車位的面積為 the area of the parking space is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*天台的面積為 the area of the roof is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*前庭的面積為 the area of the terrace is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎； square feet;
*庭院的面積為 the area of the yard is	<u>---</u>	平方米/ square metres/	<u>---</u>	平方呎。 square feet.

The measurements of the Property are as follows—

Unit D on 33/F and 35/F (duplex) of Tower 3, FLEUR PAVILIA

(a) 本物業的實用面積為 the saleable area of the Property is	211.972	平方米/ square metres/	2282	平方呎，其中— square feet of which—
	3.250	平方米/ square metres/	35	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	----	平方米/ square metres/	----	平方呎為陽台的樓面面積； 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 the area of the air-conditioning plant room	----	平方米/ square metres/	----	平方呎； square feet;
*窗台的面積為 the area of the bay window is	----	平方米/ square metres/	----	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	----	平方米/ square metres/	----	平方呎； square feet;
*平台的面積為 the area of the flat roof is	3.275	平方米/ square metres/	35	平方呎； square feet;
*花園的面積為 the area of the garden is	----	平方米/ square metres/	----	平方呎； square feet;
*停車位的面積為 the area of the parking space is	----	平方米/ square metres/	----	平方呎； square feet;
*天台的面積為 the area of the roof is	----	平方米/ square metres/	----	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	----	平方米/ square metres/	----	平方呎； square feet;
*前庭的面積為 the area of the terrace is	----	平方米/ square metres/	----	平方呎； square feet;
*庭院的面積為 the area of the yard is	----	平方米/ square metres/	----	平方呎。 square feet.

**Schedule 2 to Conditions of Sale**

Fittings, Finishes and Appliances

In this Schedule 2, only the Fittings, Finishes and Appliances of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

<b>Exterior Finishes</b>	
<b>Item</b>	<b>Description</b>
(a) External wall 外牆	<p>Finished with aluminium curtain wall, ceramic tiles, aluminium cladding, aluminium louvre, aluminium grille, paint, glass and metal balustrade. 鋪砌鋁玻璃幕牆、瓷磚、鋁面板、鋁百葉、鋁格柵、油漆、玻璃及金屬圍欄。</p>
(b) Window 窗	<p>Fluorocarbon coated aluminium window frames. 氟化碳噴鋁質窗框。</p> <p>All windows fitted with tinted glass except for the toilets and bathrooms in the following residential properties: 所有窗戶選用有色玻璃片。以下住宅物業的洗手間及浴室除外：</p> <p>The windows of the toilets in the following residential properties are fitted with obscured glass: 以下住宅物業的洗手間窗戶選用磨砂玻璃片：</p> <ul style="list-style-type: none"> <li>- Units A, 6/F to 32/F, Tower 1.</li> <li>- 第1座, 6樓至32樓A單位。</li> </ul> <p>The windows of the bathrooms in the following residential properties are fitted with obscured glass: 以下住宅物業的浴室窗戶選用磨砂玻璃片：</p> <ul style="list-style-type: none"> <li>- Units E, 6/F to 25/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 6樓至25樓E單位 (浴室1);</li> <li>- Unit A, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 4);</li> <li>- 第2座, 33樓和35樓A單位 (複式單位) (浴室4);</li> <li>- Unit A, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 3);</li> <li>- 第3座, 33樓和35樓A單位 (複式單位) (浴室3);</li> <li>- Unit C, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 1);</li> <li>- 第3座, 33樓和35樓C單位 (複式單位) (浴室1);</li> <li>- Units B, 33/F to 35/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 33樓至35樓B單位 (浴室1);</li> <li>- Units E, 6/F to 25/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 6樓至25樓E單位 (浴室1);</li> <li>- Unit H, 6/F to 35/F, Tower 3 (Bathroom 1).</li> <li>- 第3座, 6樓至35樓H單位 (浴室1)。</li> </ul>



(c) Bay window 窗台	Reinforced concrete bay window with exterior finish of ceramic tiles and paint. Fluorocarbon coated aluminium window frames fitted with tinted glass. Window sills finished with natural stone. 鋼筋混凝土窗台外牆鋪砌瓷磚及油漆。氟化碳噴鋁質窗框配有色玻璃。窗台面鋪砌天然石材。
(d) Planter 花槽	Not provided. 沒有提供。
(e) Verandah or balcony 陽台或露台	Balcony provided with metal framed glass balustrade and reconstituted stone top rail. Wall finished with ceramic tiles and aluminium cladding. Floor finished with porcelain tile. Metal weatherproof false ceiling in installed at ceiling. 露台裝設金屬框鑲玻璃圍欄及人造石扶手。牆身鋪砌瓷磚及鋁面板。地台鋪砌瓷磚。天花安裝金屬防風假天花。  Balconies are covered. 露台有蓋。  There is no verandah. 沒有陽台。
(f) Drying facilities for clothing 乾衣設施	Not provided. 沒有提供。

Interior Finishes	
Item	Description
(a) Lobby 大堂	<p>Entrance Lobby on G/F 地下入口大堂</p> <ul style="list-style-type: none"> <li>- Wall finished with feature glass, timber veneer, paint, natural stone, stainless steel and glass external wall.</li> <li>- 牆身鋪砌特色玻璃、木飾面、油漆、天然石、不銹鋼飾面及玻璃外牆。</li> <li>- Floor finished with natural stone.</li> <li>- 地台鋪砌天然石。</li> <li>- Gypsum board false ceiling finished with emulsion paint.</li> <li>- 石膏板假天花髹乳膠漆。</li> </ul> <p>Entrance Lobby on 5/F 5樓入口大堂</p> <ul style="list-style-type: none"> <li>- Wall finished with feature glass, timber veneer, natural stone, stainless steel and glass external wall.</li> <li>- 牆身鋪砌特式玻璃、木飾面、天然石、不銹鋼飾面及玻璃外牆。</li> <li>- Floor finished with natural stone.</li> <li>- 地台鋪砌天然石。</li> </ul>

<p>Lobby 大堂</p>	<ul style="list-style-type: none"> <li>- Gypsum board false ceiling finished with emulsion paint and timber veneer finished feature ceiling.</li> <li>- 石膏板假天花髹乳膠漆及木飾面特式天花。</li> </ul> <p>Shuttle Lift Lobby on 1/F &amp; 2/F 1樓及2樓穿梭升降機大堂</p> <ul style="list-style-type: none"> <li>- Wall finished with feature glass, timber veneer, natural stone, stainless steel, plastic laminate, and glass wall with aluminium frame.</li> <li>- 牆身鋪砌特色玻璃、木飾面、天然石、不銹鋼飾面、膠板飾面及鋁框玻璃牆。</li> <li>- Floor finished with natural stone.</li> <li>- 地台鋪砌天然石。</li> <li>- Gypsum board false ceiling finished with emulsion paint.</li> <li>- 石膏板假天花髹乳膠漆。</li> </ul> <p>Shuttle Lift Lobby on 3/F 3樓穿梭升降機大堂</p> <ul style="list-style-type: none"> <li>- Wall finished with natural stone, reconstituted stone, stainless steel and glass external wall.</li> <li>- 牆身鋪砌天然石、再造石、不銹鋼飾面及玻璃外牆。</li> <li>- Floor finished with terrazzo.</li> <li>- 地台鋪砌水磨石。</li> <li>- Gypsum board false ceiling finished with emulsion paint.</li> <li>- 石膏板假天花髹乳膠漆。</li> </ul> <p>Lift Lobby on 6/F to 35/F (4/F, 13/F, 14/F, 24/F and 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) 6樓至35樓升降機大堂(第1座、第2座及第3座不設4樓、13樓、14樓、24樓及34樓)</p> <ul style="list-style-type: none"> <li>- Wall finished with plastic laminate, wallpaper, stainless steel trimming and feature glass.</li> <li>- 牆身鋪砌膠板飾面、牆紙、不銹鋼飾面及特式玻璃。</li> <li>- Floor finished with porcelain tiles.</li> <li>- 地台鋪砌瓷磚。</li> <li>- Gypsum board false ceiling finished with emulsion paint.</li> <li>- 石膏板假天花髹乳膠漆。</li> </ul>
<p>(b) Internal Wall and Ceiling 內牆及天花板</p>	<p>Internal wall of living room, dining room, bedroom and master bedroom finished with emulsion paint except area above false ceiling level and area covered by bulkhead at which there are no wall finishes.</p> <p>客廳、飯廳、睡房及主人睡房的內牆髹乳膠漆，但不包括假天花以上及被裝飾橫樑遮蓋之牆身，該處之牆身不設裝修物料。</p>

<p>Internal Wall and Ceiling 內牆及天花板</p>	<p>Internal wall of master bedroom finished with emulsion paint, wall partially finished with timber veneer, plastic laminate, stainless steel and mirror, except area above false ceiling level and area covered by bulkhead at which there are no wall finishes, for the following residential properties: 以下住宅物業的主人睡房的內牆髹乳膠漆、部分牆身鋪砌木飾面、膠板飾面、不銹鋼飾面及鏡, 但不包括假天花以上及被裝飾橫樑遮蓋之牆身, 該處之牆身不設裝修物料。</p> <ul style="list-style-type: none"> <li>- Units B, 26/F to 32/F, Tower 1</li> <li>- 第1座, 26樓至32樓, B單位</li> </ul> <p>Ceiling of living room, dining room, bedroom and master bedroom are finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with emulsion paint. 客廳、飯廳、睡房及主人睡房外露的天花板髹乳膠漆; 其他部分設有石膏板假天花及裝飾橫樑髹乳膠漆。</p>
<p>(c) Internal Floor 內部地板</p>	<p>For 6/F to 25/F of each tower, internal floor of living room, dining room, bedroom and master bedroom finished with porcelain tile and timber skirting. 每座大廈之6樓至25樓的客廳、飯廳、睡房及主人睡房內部地板鋪砌瓷磚及木腳線。</p> <p>For 26/F to 35/F of each tower, internal floor of living room, dining room, bedroom and master bedroom finished with engineered timber flooring and timber skirting. Floor border along the doors leading from areas of engineered timber flooring floor finish to balconies, utility platforms and at roofs partially finished with natural stone, the remaining part finished with engineered timber flooring. 每座大廈之26樓至35樓的客廳、飯廳、睡房及主人房內部地板鋪砌複合木地板及木腳線, 沿通往露台、工作平台及平台的門之地板圍邊部分鋪砌天然石, 剩餘部分鋪砌複合木地板。</p> <p>(13/F, 14/F, 24/F &amp; 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) (第1座、第2座及第3座不設13樓、14樓、24樓及34樓)</p>
<p>(d) Bathroom 浴室</p>	<p>Wall finished with natural stone (except areas covered by bulkhead, vanity counter and mirror cabinets at which there are no wall finishes) for the following residential properties: 以下住宅物業的浴室, 牆身鋪砌天然石(裝飾橫樑、檯面櫃及鏡櫃遮蓋之位置除外, 該處之牆身不設裝修物料):</p> <ul style="list-style-type: none"> <li>- Units A &amp; C, 26/F to 32/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 26樓至32樓, A及C單位 (浴室1);</li> <li>- Units B, 26/F to 32/F, Tower 1 (Bathroom 1 &amp; 2);</li> <li>- 第1座, 26樓至32樓, B單位 (浴室1及2);</li> <li>- Units F, 26/F to 35/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 26樓至35樓, F單位 (浴室1);</li> <li>- Units G &amp; H, 26/F to 35/F, Tower 1 (Bathroom);</li> <li>- 26樓至35樓, G及H單位 (浴室);</li> </ul>

<p>Bathroom 浴室</p>	<ul style="list-style-type: none"> <li>- Units A, B &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit)(Bathroom 1);</li> <li>- 第1座, 33樓和35樓, A、B及C單位 (複式單位) (浴室1);</li>   <li>- Units C, 26/F to 32/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 26樓至32樓, C單位 (浴室1);</li>   <li>- Units B &amp; G, 33/F to 35/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 33樓至35樓, B及G單位 (浴室1);</li>   <li>- Units A, C &amp; E, 33/F &amp; 35/F, Tower 2 (Duplex Unit)(Bathroom 1);</li> <li>- 第2座, 33樓和35樓, A、C及E單位 (複式單位) (浴室1);</li>   <li>- Units A, 26/F to 32/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 26樓至32樓, A單位 (浴室1);</li>   <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit)(Bathroom 1);</li> <li>- 第3座, 33樓和35樓, A、C及D單位 (複式單位) (浴室1)。</li> </ul> <p>Wall finished with natural stone, stainless steel trimming and mirror (except areas covered by bulkhead, vanity counter and mirror cabinets at which there are no wall finishes) for the following residential properties: 以下住宅物業的浴室, 牆身鋪砌天然石、不銹鋼飾面及鏡(裝飾橫樑、檯面櫃及鏡櫃遮蓋之位置除外, 該處之牆身不設裝修物料):</p> <ul style="list-style-type: none"> <li>- All residential units of 26/F to 35/F, Tower 1 to 3 (Bathroom inside Master Bedroom and Bedroom);</li> <li>- 第1座至第3座, 26樓至35樓全部住宅單位 (主人睡房及睡房內的浴室);</li>   <li>- Unit A, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 2 &amp; 4);</li> <li>- 第1座, 33樓和35樓, A單位 (複式單位) (浴室2及4);</li>   <li>- Units B &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 2, 3 &amp; 4);</li> <li>- 第1座, 33樓和35樓, B及C單位 (複式單位) (浴室2、3及4);</li>   <li>- Units F, 26/F to 35/F, Tower 2 (Bathroom 2);</li> <li>- 第2座, 26樓至35樓, F單位 (浴室2);</li>   <li>- Unit A, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 2, 3 &amp; 4);</li> <li>- 第2座, 33樓和35樓, A單位 (複式單位) (浴室2、3及4);</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 2 &amp; 3);</li> <li>- 第2座, 33樓和35樓, C單位 (複式單位) (浴室2及3);</li>   <li>- Unit E, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 2 &amp; 4);</li> <li>- 第2座, 33樓和35樓, E單位 (複式單位) (浴室2及4);</li>   <li>- Units A &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 2, 3 &amp; 4);</li> <li>- 第3座, 33樓和35樓, A及D單位 (複式單位) (浴室2、3及4);</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 2 &amp; 3).</li> <li>- 第3座, 33樓和35樓, C單位 (複式單位) (浴室2及3)。</li> </ul>
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Bathroom  
浴室

Wall finished with natural stone, ceramic tiles, stainless steel trimming and mirror (except areas covered by bulkhead, vanity counter and mirror cabinets at which there are no wall finishes) for the following residential properties:

以下住宅物業的浴室, 牆身鋪砌天然石、瓷磚、不銹鋼飾面及鏡(裝飾橫樑、檯面櫃及鏡櫃遮蓋之位置除外, 該處之牆身不設裝修物料):

- Units B, C & D, 6/F to 25/F, Tower 3.
- 第3座, 6樓至25樓, B、C及D單位。

Wall finished with ceramic tiles (except areas covered by bulkhead, vanity counter and mirror cabinet at which there are no wall finishes) for the following residential properties:

以下住宅物業的浴室, 牆身鋪砌瓷磚(裝飾橫樑、檯面櫃及鏡櫃遮蓋之位置除外, 該處之牆身不設裝修物料):

- Units F, 6/F to 25/F, Tower 1 (Bathroom 1);
- 第1座, 6樓至25樓, F單位 (浴室1);
- Units G & H, 6/F to 25/F, Tower 1 (Bathroom 1);
- 第1座, 6樓至25樓, G及H單位 (浴室1);
- Units H, 6/F to 25/F, Tower 3 (Bathroom 1).
- 第3座, 6樓至25樓, H單位 (浴室1)。

Other than the bathrooms in the above residential properties, wall finished with ceramic tiles, stainless steel trimming and mirror (except areas covered by bulkhead, vanity counter and mirror cabinets at which there are no wall finishes):

除了以上住宅物業的浴室, 所有住宅物業的浴室, 牆身鋪砌瓷磚、不銹鋼飾面及鏡(裝飾橫樑、檯面櫃及鏡櫃遮蓋之位置除外, 該處之牆身不設裝修物料):

Wall finishes run up to the level of false ceiling.  
牆身飾面鋪砌至假天花底。

Floor finished with natural stone for the following residential properties:

以下住宅物業的浴室, 地台鋪砌天然石:

- All residential units of 26/F to 35/F, Tower 1 to Tower 3 (Bathroom inside Master Bedroom and Bedroom);
- 第1座至第3座, 26樓至35樓全部住宅單位 (主人睡房及睡房內的浴室);
- Units A, B & C, 33/F & 35/F, Tower 1 (Duplex Unit);
- 第1座, 33樓和35樓, A、B及C單位 (複式單位);
- Units G & H, 26/F to 35/F, Tower 1;
- 第1座, 26樓至35樓, G及H單位;
- Units A, C & E, 33/F & 35/F, Tower 2 (Duplex Unit);
- 第2座, 33樓和35樓, A、C及E單位 (複式單位);
- Units F, 26/F to 35/F, Tower 2 (Bathroom 2);
- 第2座, 26樓至35樓, F單位 (浴室2);

<p>Bathroom 浴室</p>	<ul style="list-style-type: none"> <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit).</li> <li>- 第3座, 33樓和35樓, A、C及D單位 (複式單位)。</li> </ul> <p>Floor finished with natural stone and porcelain tile in the following residential properties: 以下住宅物業的浴室, 地台鋪砌天然石及瓷磚:</p> <ul style="list-style-type: none"> <li>- Units B, C &amp; D, 6/F to 25/F, Tower 3.</li> <li>- 第3座, 6樓至25樓, B、C及D單位。</li> </ul> <p>Other than the bathrooms in the above residential properties, floor finished with porcelain tiles. 除了以上住宅物業的浴室, 地台鋪砌瓷磚。</p> <p>Gypsum board false ceiling finished with emulsion paint. 石膏板假天花髹乳膠漆。</p> <p>(13/F, 14/F, 24/F &amp; 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) (第1座、第2座及第3座不設13樓、14樓、24樓及34樓)</p>
<p>(e) Kitchen 廚房</p>	<p>Wall (except those areas covered by kitchen cabinet, areas above false ceiling level and areas covered by bulkhead) finished with natural stone, colour backing feature glass and plastic laminate. 牆身鋪砌天然石, 背漆玻璃及膠板飾面(廚櫃背牆身、假天花以上及裝飾橫樑遮蓋的位置除外)。</p> <p>Floor (except those areas covered by kitchen cabinet) finished with porcelain tiles for all units other than duplex units. 所有單位 (複式單位除外)地台鋪砌瓷磚 (廚櫃遮蓋的位置除外)。</p> <p>Floor (except those areas covered by kitchen cabinet) finished with natural stone for duplex units. 複式單位地台鋪砌天然石 (廚櫃遮蓋的位置除外)。</p> <p>Gypsum board false ceiling finished with emulsion paint. 石膏板假天花髹乳膠漆。</p> <p>Cooking bench top is finished with reconstituted stone. 灶台面的裝修物料為人造石。</p> <p>Wall finishes run up to the level of false ceiling. 牆身飾面鋪砌至假天花。</p>

Interior Fittings	
Item	Description
<p>(a) Doors 門</p>	<p>Main Entrance of Residential Property 住宅物業大門</p> <p>Solid core fire rated timber door finished with stainless steel trimming and plastic laminate, fitted with lockset, concealed door closer, eye viewer, security door chain and door stopper. 實心防火木門配不銹鋼及膠板飾面, 裝設門鎖、暗氣鼓、防盜眼、防盜鏈及門擋。</p>

<p>Doors 門</p>	<p>Bedroom and Master Bedroom 睡房及主人睡房</p> <p>Solid core timber door finished with plastic laminate and timber veneer, fitted with lockset and door stopper. 實心木門配膠板飾面及木飾面, 裝設門鎖及門擋。</p> <p>Kitchen 廚房</p> <p>Solid core fire rated timber door finished with stainless steel, plastic laminate, timber veneer and re rated glass panel, fitted with concealed door closer and lever handle. 實心防火木門配不銹鋼、膠板飾面、木飾面及防火玻璃, 裝設暗氣鼓及手柄。</p> <p>Store (from kitchen to store room) 儲物房 (由廚房入儲物房)</p> <p>Solid core timber door finished with stainless steel, plastic laminate and timber veneer, fitted with lockset and door closer for the following residential properties: 以下住宅物業配備實心木門配不銹鋼、膠板飾面及木飾面, 裝設門鎖及氣鼓:</p> <ul style="list-style-type: none"> <li>- Units A, B, D, E &amp; J, 6/F to 25/F, Tower 1;</li> <li>- 第1座, 6樓至25樓A、B、D、E及J單位;</li> <li>- Units A, C &amp; J, 26/F to 32/F, Tower 1;</li> <li>- 第1座, 26樓至32樓A、C及J單位;</li> <li>- Units B &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit);</li> <li>- 第1座, 33樓和35樓B及C單位 (複式單位);</li> <li>- Units B, D &amp; H, 6/F to 25/F, Tower 2;</li> <li>- 第2座, 6樓至25樓B、D及H單位;</li> <li>- Units A, C, E, F &amp; G, 26/F to 32/F, Tower 2;</li> <li>- 第2座, 26樓至32樓A、C、E、F及G單位;</li> <li>- Units C &amp; E, 33/F &amp; 35/F, Tower 2 (Duplex Unit);</li> <li>- 第2座, 33樓和35樓C及E單位 (複式單位);</li> <li>- Units F &amp; G, 33/F to 35/F, Tower 2;</li> <li>- 第2座, 33樓至35樓F及G單位;</li> <li>- Units F, G, H &amp; J, 6/F to 25/F, Tower 3;</li> <li>- 第3座, 6樓至25樓F、G、H及J單位;</li> <li>- Units F, G &amp; H, 26/F to 35/F, Tower 3;</li> <li>- 第3座, 26樓至35樓F、G及H單位;</li> <li>- Units A, C &amp; D, 26/F to 32/F, Tower 3;</li> <li>- 第3座, 26樓至32樓A、C及D單位;</li> <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit);</li> <li>- 第3座, 33樓和35樓A、C及D單位 (複式單位)。</li> </ul>
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<p>Doors 門</p>	<p>Solid core fire rated timber door finished with plastic laminate and timber veneer, fitted with lockset and door closer for the following residential properties: 以下住宅物業配備實心防火木門配膠板飾面及木飾面, 裝設門鎖及氣鼓:</p> <ul style="list-style-type: none"> <li>- Units C, 6/F to 25/F, Tower 1;</li> <li>- 第1座, 6樓至25樓C單位;</li> <li>- Units B, 26/F to 32/F, Tower 1;</li> <li>- 第1座, 26樓至32樓B單位;</li> <li>- Units F, 6/F to 35/F, Tower; 1;</li> <li>- 第1座, 6樓至35樓F單位;</li> <li>- Units A, 6/F to 25/F, Tower 2.</li> <li>- 第2座, 6樓至25樓A單位。</li> </ul> <p>Store (from living room to store room) 儲物房 (由客廳入儲物房)</p> <p>Solid core timber door with timber louvre finished with plastic laminate and timber veneer, fitted with lockset and door closer for the following residential properties: 以下住宅物業配備實心木門, 木百葉、膠板飾面及木飾面, 裝設門鎖及氣鼓:</p> <ul style="list-style-type: none"> <li>- Unit A, 33/F &amp; 35/F, Tower 1 (Duplex Unit);</li> <li>- 第1座, 33樓和35樓A單位 (複式單位);</li> <li>- Units F &amp; G, 6/F to 25/F, Tower 2;</li> <li>- 第2座, 6樓至25樓F及G單位</li> <li>- Units B, 26/F to 35/F, Tower 2;</li> <li>- 第2座, 26樓至35樓B單位;</li> <li>- Unit A, 33/F &amp; 35/F, Tower 2 (Duplex Unit);</li> <li>- 第2座, 33樓和35樓A單位 (複式單位)</li> <li>- Units E, 6/F to 25/F, Tower 3.</li> <li>- 第3座, 6樓至25樓E單位。</li> </ul> <p>Solid core timber door finished with plastic laminate and timber veneer, fitted with lockset and door stopper for the following residential properties: 以下住宅物業配備實心木門配膠板飾面及木飾面, 裝設門鎖及門擋:</p> <ul style="list-style-type: none"> <li>- Units A &amp; F, 6/F to 25/F, Tower 1;</li> <li>- 第1座, 6樓至25樓A及F單位;</li> <li>- Unit C, 33/F &amp; 35/F, Tower 1 (Duplex Unit);</li> <li>- 第1座, 33樓和35樓C單位 (複式單位);</li> <li>- Units F, 26/F to 35/F, Tower 1;</li> <li>- 第1座, 26樓至35樓F單位;</li> </ul>
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<p>Doors 門</p>	<ul style="list-style-type: none"> <li>- Units G, 6/F to 25/F, Tower 2;</li> <li>- 第2座, 6樓至25樓G單位;</li>   <li>- Units C, 26/F to 32/F, Tower 2;</li> <li>- 第2座, 26樓至32樓C單位;</li>   <li>- Units C &amp; E, 33/F &amp; 35/F, Tower 2 (Duplex Unit);</li> <li>- 第2座, 33樓和35樓C及E單位 (複式單位);</li>   <li>- Units A, 6/F to 25/F, Tower 3;</li> <li>- 第3座, 6樓至25樓A單位</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 3 (Duplex Unit).</li> <li>- 第3座, 33樓和35樓C單位 (複式單位)。</li> </ul> <p>Bathroom 浴室</p> <p>Solid core timber door finished with plastic laminate and timber veneer, fitted with lockset and door stopper for the following residential properties: 以下住宅物業配備實心木門配膠板飾面及木飾面, 裝設門鎖及門擋:</p> <ul style="list-style-type: none"> <li>- Units B, 26/F to 32/F, Tower 1 (Bathroom 2);</li> <li>- 第1座, 26樓至32樓B單位 (浴室2);</li>   <li>- Units F, 6/F to 35/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 6樓至35樓F單位 (浴室1);</li>   <li>- Units A, 6/F to 25/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 6樓至25樓A單位 (浴室1);</li>   <li>- Units B, 33/F to 35/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 33樓至35樓B單位 (浴室1);</li>   <li>- Unit A, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 2, 3 &amp; 4);</li> <li>- 第3座, 33樓和35樓A單位 (複式單位) (浴室2、3及4);</li>   <li>- Units E, 6/F to 25/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 6樓至25樓E單位 (浴室1);</li>   <li>- Units H, 6/F to 35/F, Tower 3 (Bathroom 1).</li> <li>- 第3座, 6樓至35樓H單位 (浴室1)。</li> </ul> <p>Featured glass door with metal grille and stainless steel door frame for the following residential properties: 以下住宅物業配備特式玻璃門及金屬格柵配不銹鋼門框:</p> <ul style="list-style-type: none"> <li>- Units A, B &amp; C, 26/F to 32/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 26樓至32樓A、B及C單位 (浴室1);</li>   <li>- Units A &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 1);</li> <li>- 第1座, 33樓和35樓A及C單位 (複式單位) (浴室1);</li>   <li>- Units B, 33/F to 35/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 33樓至35樓B單位 (浴室1);</li> </ul>
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<p>Doors 門</p>	<ul style="list-style-type: none"> <li>- Unit C, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 1);</li> <li>- 第2座, 33樓和35樓C單位 (複式單位) (浴室1);</li>   <li>- Units A &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 1).</li> <li>- 第3座, 33樓和35樓A及D單位 (複式單位) (浴室1)。</li> </ul> <p>Featured glass door with stainless steel door frame, for the following residential properties: 以下住宅物業配備特式玻璃門配不銹鋼門框:</p> <ul style="list-style-type: none"> <li>- Unit B, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 1);</li> <li>- 第1座, 33樓和35樓B單位 (複式單位) (浴室1);</li>   <li>- Units A &amp; E, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 1);</li> <li>- 第2座, 33樓和35樓A及E單位 (複式單位) (浴室1);</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 1).</li> <li>- 第3座, 33樓和35樓C單位 (複式單位) (浴室1)。</li> </ul> <p>Other than the above residential properties, all bathroom doors are installed solid core timber door with timber louvre, finished with plastic laminate and timber veneer, fitted with lockset and door stop. 除了以上住宅物業, 所有浴室門配備實心木門設有木百葉、配膠板飾面及木飾面, 裝設門鎖及門擋。</p> <p>Toilet (store in kitchen) 洗手間 (於廚房內的儲物房)</p> <p>Aluminium frame door with aluminium louvre. 鋁框門配鋁百葉。</p> <p>Toilet (at living room) 洗手間 (於客廳)</p> <p>Solid core timber door with timber louvre, finished with plastic laminate and timber veneer fitted with lockset and door stopper. 實心木門設有木百葉, 膠板飾面及木飾面, 裝設門鎖及門擋。</p> <p>Balcony / Flat Roof 露台 / 平台</p> <p>Fluorocarbon coated aluminium framed door fitted with tinted glass and lockset. 氟化碳噴鋁框門配有色玻璃及門鎖。</p> <p>Utility Platform 工作平台</p> <p>Fluorocarbon coated aluminium framed door fitted with tinted glass and lockset except for utility platform in the following residential properties, at which fluorocarbon coated aluminium framed door fitted with obscured glass and lockset: 氟化碳噴鋁框門配有色玻璃及門鎖, 除以下住宅物業的工作平台門扇裝設氟化碳噴鋁框門配磨砂玻璃及門鎖:</p> <ul style="list-style-type: none"> <li>- Units B, 26/F to 32/F, Tower 1;</li> <li>- 第1座, 26樓至32樓B單位;</li> </ul>
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<p>Doors 門</p>	<ul style="list-style-type: none"> <li>- Units F, 6/F to 35/F, Tower 1.</li> <li>- 第1座, 6樓至35樓F單位。</li> </ul> <p>Pool Deck, Unit A, 33/F &amp; 35/F, Tower 1 (Duplex Unit) 日光曬台於第1座, 33樓和35樓A單位 (複式單位)</p> <p>Fluorocarbon coated aluminium framed door fitted with tinted glass and lockset. 氟化碳噴鋁框門配有色玻璃及門鎖。</p> <p>(13/F, 14/F, 24/F &amp; 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) (第1座、第2座及第3座不設13樓、14樓、24樓及34樓)</p>
<p>(b) Bathroom 浴室</p>	<p>Timber vanity counter with natural stone countertop. 木櫃鋪砌天然石檯面。</p> <p>Timber mirror cabinet finished with plastic laminate and metal trimming. 木鏡櫃配膠板飾面及金屬包邊。</p> <p>Vitreous china water closet. 陶瓷坐廁。</p> <p>Vitreous china wash basin with brushed bronze plated cold and hot water basin mixer. 陶瓷洗手盆配鑄古銅色冷熱水水龍頭。</p> <p>Brushed black plated toilet paper holder. 鍍黑色廁紙架。</p> <p>Brushed bronze plated shower mixer. 鍍古銅色淋浴冷熱水水龍頭。</p> <p>Brushed black stainless steel towel bar. 鍍黑色不銹鋼毛巾架。</p> <p>Tempered glass shower cubicle and brushed bronze plated shower column provided for the following residential properties: 以下住宅物業配備淋浴間的浴室, 設有強化玻璃淋浴間隔及設有鍍古銅色淋浴花灑套裝:</p> <ul style="list-style-type: none"> <li>- Units A, B &amp; C, 26/F to 32/F, Tower 1 (Bathroom 1);</li> <li>- 第1座, 26樓至32樓A、B及C單位 (浴室1);</li> <li>- Units A, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 1 &amp; 2);</li> <li>- 第1座, 33樓和35樓A單位 (複式單位) (浴室1及2);</li> <li>- Units B &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit) (Bathroom 1);</li> <li>- 第1座, 33樓和35樓B及C單位 (複式單位) (浴室1);</li> <li>- Units A, B, C, E &amp; G, 26/F to 32/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 26樓至32樓A、B、C、E及G單位 (浴室1);</li> <li>- Units B &amp; G, 33/F to 35/F, Tower 2 (Bathroom 1);</li> <li>- 第2座, 33樓至35樓B及G單位 (浴室1);</li> <li>- Units A, C &amp; E, 33/F &amp; 35/F, Tower 2 (Duplex Unit) (Bathroom 1);</li> <li>- 第2座, 33樓和35樓A、C及E單位 (複式單位) (浴室1);</li> </ul>

<p>Bathroom 浴室</p>	<ul style="list-style-type: none"> <li>- Units F, 26/F to 35/F, Tower 2 (Bathroom 1 &amp; 2);</li> <li>- 第2座, 26樓至35樓F單位 (浴室1及2);</li>   <li>- Units B, C &amp; D, 6/F to 25/F, Tower 3 (Bathroom);</li> <li>- 第3座, 6樓至25樓B、C及D單位 (浴室);</li>   <li>- Units A &amp; D, 26/F to 32/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 26樓至32樓A及D單位 (浴室1);</li>   <li>- Units B &amp; F, 33/F to 35/F, Tower 3 (Bathroom 1);</li> <li>- 第3座, 33樓至35樓B及F單位 (浴室1);</li>   <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit) (Bathroom 1).</li> <li>- 第3座, 33樓和35樓A、C及D單位 (複式單位) (浴室1)。</li> </ul> <p>Enameled steel bathtub (1500mm(L) x 700mm(W)x 390mm(D)) with brushed bronze plated cold and hot water bathtub mixer provided for all bathrooms, except bathrooms in master bedrooms of the residential properties have the following sizes of bathtub: 所有浴室均裝設 (1500毫米(長) x 700毫米(闊) x 390毫米(深)) 搪瓷鋼製浴缸配鍍古銅色冷熱水浴缸水龍頭。除以下住宅物業的主人睡房內浴室的浴缸則有以下大小:</p> <ul style="list-style-type: none"> <li>- Unit A, 33/F &amp; 35/F, Tower 1 (Duplex Unit)</li> <li>- bathtub size: 1800mm(L) x 800 mm(W) x 420 mm(D)</li> <li>- 第1座, 33樓和35樓A單位 (複式單位)</li> <li>- 浴缸大小: 1800毫米(長) x 800毫米(闊) x 420毫米(深)</li>   <li>- Units B&amp;C, 33/F &amp; 35/F, Tower 1 (Duplex Unit)</li> <li>- bathtub size: 1600mm(L) x 700 mm(W) x 420 mm(D)</li> <li>- 第1座, 33樓和35樓B及C單位 (複式單位)</li> <li>- 浴缸大小: 1600毫米(長) x 700毫米(闊) x 420毫米(深)</li>   <li>- Unit A, 33/F &amp; 35/F, Tower 2 (Duplex Unit)</li> <li>- bathtub size: 1600mm(L) x 700 mm(W) x 420 mm(D)</li> <li>- 第2座, 33樓和35樓A單位 (複式單位)</li> <li>- 浴缸大小: 1600毫米(長) x 700毫米(闊) x 420毫米(深)</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 2 (Duplex Unit)</li> <li>- bathtub size: 1700mm(L) x 750 mm(W) x 420 mm(D)</li> <li>- 第2座, 33樓和35樓C單位 (複式單位)</li> <li>- 浴缸大小: 1700毫米(長) x 750毫米(闊) x 420毫米(深)</li>   <li>- Unit E, 33/F &amp; 35/F, Tower 2 (Duplex Unit)</li> <li>- bathtub size: 1800mm(L) x 800 mm(W) x 420 mm(D)</li> <li>- 第2座, 33樓和35樓E單位 (複式單位)</li> <li>- 浴缸大小: 1800毫米(長) x 800毫米(闊) x 420毫米(深)</li>   <li>- Unit A, 33/F &amp; 35/F, Tower 3 (Duplex Unit)</li> <li>- bathtub size: 1600mm(L) x 700 mm(W) x 420 mm(D)</li> <li>- 第3座, 33樓和35樓A單位 (複式單位)</li> <li>- 浴缸大小: 1600毫米(長) x 700毫米(闊) x 420毫米(深)</li>   <li>- Unit C, 33/F &amp; 35/F, Tower 3 (Duplex Unit)</li> <li>- bathtub size: 1700mm(L) x 750 mm(W) x 420 mm(D)</li> <li>- 第3座, 33樓和35樓C單位 (複式單位)</li> <li>- 浴缸大小: 1700毫米(長) x 750毫米(闊) x 420毫米(深)</li> </ul>
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<p>Bathroom 浴室</p>	<ul style="list-style-type: none"> <li>- Unit D, 33/F &amp; 35/F, Tower 3 (Duplex Unit)</li> <li>- bathtub size: 1800mm(L) x 800 mm(W) x 420 mm(D)</li> <li>- 第3座, 33樓和35樓D單位 (複式單位)</li> <li>- 浴缸大小: 1800毫米(長) x 800毫米(闊) x 420毫米(深)</li> </ul> <p>Ventilation system is provided. 設有通風系統。</p> <p>Copper pipes are used for cold and hot water supply system; UPVC pipes are used for flushing water system. 冷熱供水系統均採用銅喉管; 沖廁供水系統採用膠喉管。</p> <p>(13/F, 14/F, 24/F &amp; 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) (第1座、第2座及第3座不設13樓、14樓、24樓及34樓)</p>
<p>(c) Kitchen 廚房</p>	<p>Stainless steel sink with chrome plated sink mixer. 不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。</p> <p>Copper pipes for cold and hot water supply system. 冷熱供水系統均採用銅喉。</p> <p>Fitted with timber kitchen cabinet finished with plastic laminate, with plastic laminate finished door panels and high gloss lacquer finished door panels, reconstituted stone countertop. 設有木製廚櫃組合配膠板飾面, 膠板飾面門板, 高光漆飾面門板及人造石檯面。</p>
<p>(d) Bedroom 睡房</p>	<p>Manually operated sheer curtain is provided. 設有手動窗紗。</p>
<p>(e) Other Provisions 其他設備</p>	<p>Split-type air conditioner and Multi-split-type Air-Conditioner for living room, dining room, master bedroom, bedroom and store. (Except Duplex Units) 客廳、飯廳、主人睡房、睡房及儲物房設有分體式空調機及多聯分體式空調機。(複式單位除外)</p> <p>FSV VRF System for Duplex Units living room, dining room, master bedroom, bedroom, family area and kitchen. 複式單位客廳、飯廳、主人睡房、睡房、家庭廳及廚房設有FSV智能式中央冷氣系統。</p> <p>Gas cooking hob, cookerhood 氣體煮食爐、抽油煙機。</p> <p>Induction Hob 電磁爐</p> <ul style="list-style-type: none"> <li>- Units G &amp; H, 6/F to 25/F, Tower 1;</li> <li>- 第1座, 6樓至26樓G及H單位;</li> <li>- Units A, B, C, G &amp; H, 26/F to 32/F, Tower 1;</li> <li>- 第1座, 26樓至32樓A、B、C、G及H單位;</li> <li>- Units G &amp; H, 33/F to 35/F, Tower 1;</li> <li>- 第1座, 33樓至35樓G及H單位;</li> <li>- Units A, B &amp; C, 33/F &amp; 35/F, Tower 1 (Duplex Unit);</li> <li>- 第1座, 33樓和35樓A、B及C單位 (複式單位);</li> </ul>

<p>Other Provisions 其他設備</p>	<ul style="list-style-type: none"> <li>- Units C &amp; E, 6/F to 25/F, Tower 2;</li> <li>- 第2座, 6樓至26樓C及E單位</li>   <li>- All Units, 26/F to 32/F, Tower 2;</li> <li>- 第2座, 26樓至32樓所有單位;</li>   <li>- Units A, B &amp; C, 33/F &amp; 35/F, Tower 2 (Duplex Unit);</li> <li>- 第2座, 33樓和35樓A、B及C單位 (複式單位);</li>   <li>- Units A, B, C &amp; D 6/F to 25/F, Tower 3;</li> <li>- 第3座, 6樓至26樓A、B、C及D單位</li>   <li>- Units A, B &amp; D, 26/F to 32/F, Tower 3;</li> <li>- 第3座, 26樓至32樓A、B及D單位;</li>   <li>- Units B, 33/F to 35/F, Tower 3;</li> <li>- 第3座, 33樓至35樓B單位;</li>   <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit).</li> <li>- 第3座, 33樓和35樓A、C及D單位 (複式單位)。</li> </ul> <p>Built-in Oven with Microwave, Built-in Steam Oven (Except Duplex Units) 嵌入式微波焗爐、嵌入式蒸氣焗爐。(複式單位除外)</p> <p>Microwave Combination Oven, steam Oven, Oven (Duplex Units) 微波焗爐、蒸爐、焗爐。(複式單位)</p> <p>Refrigerator 雪櫃</p> <p>Fridge-freezer 雪櫃連冰箱</p> <ul style="list-style-type: none"> <li>- Units A &amp; B, 33/F &amp; 35/F, Tower 1 (Duplex Unit);</li> <li>- 第1座, 33樓和35樓A及B單位 (複式單位);</li>   <li>- Units A, C &amp; D, 33/F &amp; 35/F, Tower 3 (Duplex Unit).</li> <li>- 第3座, 33樓和35樓A、C及D單位 (複式單位)。</li> </ul> <p>Wine Cellar/Wine Storage 酒櫃</p> <p>Exhaust Fan for kitchen, bathrooms and toilet. 廚房、浴室及洗手間設有抽氣扇。</p> <p>Gas Water Heater 煤氣熱水爐</p> <p>Thermo Ventilator 浴室換氣暖風機</p> <p>Washer-dryer 洗衣乾衣機</p> <p>Telephone connection points are provided. 設有電話插座。</p>
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<p>Other Provisions 其他設備</p>	<p>Communal TV/FM points are provided. 設有公共電視/電台接收插座。</p> <p>Three-phase electricity supply with miniature circuit breakers distribution board is provided. Conduits are partly concealed and partly exposed. (other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.) 三相電力配電箱並裝置微型斷路器。導管是部分隱藏及部分外露。(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。外露的導管大部分以假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏, 並不容易看見。)</p> <p>Town gas supply pipes are connected to gas cooking hob and gas water heater. (Town gas meter connection point is provided in kitchen.) 煤氣喉接駁煤氣煮食爐及煤氣熱水爐。(煤氣錶接駁點位於廚房。)</p> <p>Drain point and water point are provided for washing machine. 洗衣機配備來水及去水接駁點。</p> <p>Copper pipes are used for hot and cold water supply; UPVC pipes are used for flushing water system. (Water pipes are partly concealed and partly exposed - Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. Some of the exposed water pipes are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.) 冷熱供水系統均採用銅喉管; 沖廁供水系統採用膠喉管。(水管是部分隱藏及部分外露 - 除部分隱藏於混凝土內之水管外, 其他部分的水管均為外露。部分外露的水管以假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏, 並不容易看見。)</p> <p>(13/F, 14/F, 24/F &amp; 34/F of Tower 1, Tower 2 &amp; Tower 3 are omitted) (第1座、第2座及第3座不設13樓、14樓、24樓及34樓)</p>
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[End of Part 2: Conditions of Sale]  
[第2部分：出售條款完]

## **PART 3: OFFER FORM**

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

**Applicable where the Tenderer intends to purchase ONE (1) of the Properties for Tender**

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

**Applicable where the Tenderer intends to purchase MORE THAN ONE (1) of the Properties for Tender**

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

*(† Please tick as appropriate)*

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 Letter of Acceptance

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 Letter of Acceptance and/or return of Cashier's Order(s) / Cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day 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 Tendered Property or the Tendered Properties (as the case may be), 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/Tendered Properties (all at FLEUR PAVILIA, 1 Kai Yuen Street, Hong Kong) and Tender Price of each of the Tendered Properties (* Please delete where inapplicable)</i>					
	Tower	Floor	Unit	Car Park	Tender Price
1.				Residential Parking Spaces Nos. _____ and _____ on G/F	
*2.				Residential Parking Spaces Nos. _____ and _____ on G/F	

**(Applicable only if the Tenderer has selected more than one (1) of the Properties for Tender)**  
 I/We confirm that this tender is submitted on the basis that the Vendor will accept my/our tender for the purchase of all of such Tendered Properties together and that I/we will be required to sign one (1) Agreement in respect of each of the Tendered Properties.

<i>Section 3 - Cashier's Order(s) / Cheque(s)</i>			
	Amount (HK\$)	Bank	Cashier's Order no./Cheque no.
Cashier's Order(s)			
Cheque(s)			
<b>Total Amount:</b>			

**Section 4 – Payment plan**

The Tenderer confirms that the Purchase Price shall be paid in the following manner (*please tick ONE payment plan only*):-

- A: 180-day Cash Payment Plan (180 天現金優惠付款計劃)
- 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)
  - 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance
  - 5% of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance
  - 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 180 days after the date of Letter of Acceptance
- B: All-rounded 360 - Payment Plan (全方位 360 - 付款計劃)
- 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)
  - 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance
  - 5% of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance
  - 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 360 days after the date of Letter of Acceptance
- C: Superior All-rounded 720 - Payment Plan (升級全方位 720 - 付款計劃)
- 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)
  - 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance
  - 5% of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance
  - 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 720 days after the date of Letter of Acceptance

For details of the gifts, financial advantage or benefits, please refer to item 5 of the Annex.

**Section 5 – Channel which Tenderer knows about FLEUR PAVILIA**

Please indicate below the channel which the Tenderer knows about FLEUR PAVILIA and related information (*†please tick one or more boxes*):-

- †  Internet
- †  Newspaper / Magazine, please specify: \_\_\_\_\_
- †  Estate Agents
- †  New World CLUB
- †  Referral by New World Group Staff, please specify (Name and relevant company of New World Group, if known): \_\_\_\_\_
- †  Others

**Section 6 - Declaration of relationship with the Vendor († Please tick as appropriate)**

I/We [ **are** /  **are not**] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

*(A person is a related party to the Vendor if that person is:*

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

*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).*

**Section 7 – Other Tender(s) (Only applicable where the Tenderer has submitted Other Tender(s))**  
(† Please tick as appropriate)

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

(1)	Tender in respect of
(2)	Tender in respect of

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

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

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

**Section 8 – Tender(s) submitted by Tenderer's Close Relative(s) (Only applicable where the Tenderer's Close Relative(s) has/have submitted other tender(s))**  
(† Please tick as appropriate)

†  I/We confirm that my/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) but not in joint names with any others who are not Close Relative), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) to the Vendor in respect of the property(ies) set out in the table below (“**Related Tender(s)**”) :-

(1)	Name(s) of the Close Relative(s)	(i) (ii) (iii)
	HKID card(s) no(s)/Passport(s) no(s).	(i) (ii) (iii)
	Related Tender	Tender in respect of the following property(ies):
(2)	Name(s) of the Close Relative(s)	(i) (ii) (iii)

	HKID card(s) no(s)/Passport(s) no(s).	(i) (ii) (iii)
	Related Tender	Tender in respect of the following property(ies):
(3)	Name(s) of the Close Relative(s)	(i) (ii) (iii)
	HKID card(s) no(s)/Passport(s) no(s).	(i) (ii) (iii)
	Related Tender	Tender in respect of the following property(ies):
(4)	Name(s) of the Close Relative(s)	(i) (ii) (iii)
	HKID card(s) no(s)/Passport(s) no(s).	(i) (ii) (iii)
	Related Tender	Tender in respect of the following property(ies):

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **(i) ALL My/Our Other Tender(s) (if any) AND (ii) ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

For the purpose of this Section 8, “**Close Relative**” means a spouse, parent, child, brother, sister, grandparent or grandchild of the Tenderer(s).

*Section 9 – New World CLUB Membership Enrolment (Only applicable to individual tenderer and the individual director of company signing this Tender Document who is not an existing New World CLUB member)*

I/We hereby apply to become a member(s) of the New World CLUB and consent to the use of my/our personal data contained in this Tender Document by the Vendor, New World Real Estate Agency Limited and New World Loyalty Programme Limited in connection with that purpose. I/We have been invited to read the Terms and Conditions of New World CLUB and Personal Information Collection Statement annexed under item 4 of the Annex. I/We confirm that I/we have read and understand the Terms and Conditions and Personal Information Collection Statement and agree to be bound by them.

*Section 10 - Submission checklist*

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice):-

1.  Tender Document with the Offer Form completed, signed and dated
2.  Cashier's Order(s) / Cheque(s)
3.  Tenderer's identification documents
4.  Intermediary's licence (if applicable)
5.  Documentary evidence to prove the Close Relative(s) relationship referred to in Section 8 of the Schedule to the Offer Form (if such section has been completed)
6. Documents in Annex, (where applicable) duly signed and completed by the Tenderer:
  - (1)  Warning to Purchasers (undated)
  - (2)  Purchaser's Consent to use of Personal Data (undated)
  - (3)  Declaration in Relation to Intermediary (undated)
  - (4)  Terms and Conditions of New World CLUB and Personal Information Collection Statement (dated)
  - (5)  List of gifts, financial advantage or benefits (undated)
  - (6)  Acknowledgement Letter for Viewing of Property (please fill in the "Date of Viewing")
  - (7)  Confirmation regarding "Ad Valorem Stamp Duty Benefit" (undated)
  - (8)  Vendor's Information Form

*Section 11 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)*

We declare and agree as follows:-

1. The table below sets 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.

<b>Director(s)</b>		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		



## **Annex**

*(The Annex does not form part of the Tender Document. However, the Tenderer should note the following documents **should be submitted** together with the Tender Document.)*

1. Warning to Purchasers
2. Purchaser's Consent to use of Personal Data
3. Declaration in Relation to Intermediary
4. Terms and Conditions of New World CLUB and Personal Information Collection Statement
5. List of gifts, financial advantage or benefits
6. Acknowledgement Letter for Viewing of Property
7. Confirmation regarding "Ad Valorem Stamp Duty Benefit"
8. Vendor's Information Form



## New World CLUB 條款及細則

有關 New World CLUB 條款及細則之全文，請瀏覽網站 [www.newworldclub.com.hk/tc/tnc.php](http://www.newworldclub.com.hk/tc/tnc.php)。

### 《個人資料收集聲明》

New World CLUB 是由新世界尊尚客戶有限公司（下稱「NWLP」）營運及管理的尊尚會籍計劃。本聲明內容中「本公司」及「本會」即指 NWLP 及 New World CLUB。

新世界尊尚客戶有限公司隸屬於新世界集團（下稱「本集團」），當中包括新世界發展有限公司（「新世界發展」）、新世界物業管理有限公司、新世界中國地產有限公司、新世界百貨中國有限公司、K11 Concepts Limited、新世界集團慈善基金有限公司、K11 Art Foundation Limited、Ruby Global Company Limited 及其他子公司，其業務涵蓋房地產（銷售、租賃及投資）、零售、設施管理、基建、商場、百貨公司、珠寶首飾及奢侈品、酒店、餐飲、會議及展覽中心、體育及康樂設施、各方面的教育及慈善事業，如體育、康樂、藝術及文化活動、扶貧、促進教育、宗教推廣以及其他以促進社會公益為目的之範疇（以上統稱為「關聯公司」）。

為使本會得以核實閣下加入 New World CLUB 成為會員的資格，並向閣下提供服務，閣下填寫 New World CLUB 申請表格時，需要向本會提供所有指定的個人資料。如閣下選擇不提供指定的個人資料，本會可能未能處理閣下加入 New World CLUB 之申請及/或為閣下提供所需服務。

### 使用個人資料之目的

閣下於 New World CLUB 申請表格內提供予本公司之個人資料，包括但不限於姓名、聯繫方式、住址、出生日期、年齡層、新世界發展旗下物業資訊、Facebook 賬戶資訊、任何社交媒體帳戶資訊，將用作以下用途：

- New World CLUB 會籍的日常營運及管理，並為此與閣下直接聯繫；
- 核實閣下 New World CLUB 會員身份，並向閣下提供度身訂造之服務及會員優惠；
- 處理閣下作出的預訂、消費、訂單或請求；
- 有關客戶取向的研究及開發；
- 已預先取得閣下同意的直接促銷及交叉營銷（詳見下文）；傳送生日信息（如已提供出生日期）或事件提示信息；
- 資料及數據管理；
- 偵測、調查及/或預防任何違反本公司政策的活動或非法行為；
- 收回閣下欠下本公司或關聯公司的債務。

### 共同使用個人資料之第三方

就上述各項用途，本公司可能與不同的代理商、承建商、供應商及服務提供者如網絡技術供應商、營銷代理商及研究公司等合作，並共同使用閣下之個人資料。本公司亦可能與關聯公司共同使用閣下之個人資料作上述各項用途。如因任何國家的法律、法院、監管機構或政府機構的要求，本公司會根據實際需要披露閣下之個人資料。在任何有關本公司或關聯公司的業務轉讓、股權轉讓、合併或收購情況下，閣下之個人資料亦會作為交易的一部分轉交予買家，並以買家繼續在本聲明框架下提供同等程度的資料保障為前提。

閣下之個人資料可能在位於中國境外的伺服器及/或中國境外的關聯公司儲存。無論資料位於任何國家，本公司及關聯公司都將採取一切合理措施，以確保閣下之個人資料得以在安全的情況下儲存及處理。

### 直接促銷

在獲得閣下同意下，即閣下沒有於本表格末端部份別上反對方格，本公司將會透過使用閣下之個人資料，包括姓名及聯繫方式，向您直接發放有關本公司的產品、服務、活動及慈善事業之特別優惠、新聞、資訊及推廣。

在獲得閣下同意下，即閣下沒有於本表格末端部份別上反對方格，本公司亦會提供閣下之姓名及聯繫方式予關聯公司及營銷合作伙伴，用作向您直接發放有關他們的產品、服務、活動及慈善事業之特別優惠、新聞、資訊及推廣。本公司的「營銷合作伙伴」包括物業發展商、銀行、金融機構、私人會所、禮賓及客服營運商、零售商及網上商店（產品及服務包括但不限於時尚服飾、美容、保健及個人護理、奢侈品、家庭用品、食品、酒類、書籍及文具）、商場、百貨公司、鐘錶及珠寶（如周大福珠寶集團有限公司）、連鎖酒店、餐飲服務營運商、以及其他產品及/或服務營運商，業務領域涵蓋但不限於藝術及文化、畫廊及展覽、環保及自然、體育及康樂、旅遊及住宿、休閒及娛樂、交通及物流、電訊及科技、教育機構。

本公司、關聯公司及/或營銷合作伙伴可能推廣的產品、服務、活動及慈善事業如下：

- 由新世界發展及新世界集團提供的產品及服務，業務涵蓋房地產（銷售、租賃及投資）、零售、設施管理、基建、商場、百貨公司、珠寶首飾及奢侈品、酒店、餐飲、會議及展覽中心、體育及康樂設施、教育及慈善事業；
- 由銀行及金融機構提供的金融、銀行、保險及其他相關產品及服務；
- 私人會所會籍及其尊尚禮遇；
- 客戶服務專業諮詢，包括但不限於活動統籌、酒店及機票預訂；
- 零售商及網上商店的產品及服務，包括但不限於時尚服飾、美容、保健及個人護理、奢侈品、家庭用品、食品、酒類、書籍及文具；
- 商場及百貨公司的獎賞禮遇計劃及推廣活動；
- 本集團客戶及/或潛在客戶的獎賞禮遇計劃及推廣活動；
- 鐘錶、珠寶及首飾；
- 提供食物、酒類、飲品的餐飲服務；
- 旅遊及住宿服務，包括但不限於由旅行社提供的假期套票、景點門票；
- 交通及物流服務，包括但不限於航空及非航空運輸服務，如酒店接送、汽車租賃、巴士營運商、火車營運商及遊船營運商；
- 音樂會、畫廊、展覽、電影、舞台劇、體育賽事及其他文化活動之門票；
- 環保及自然為主題之活動；
- 電訊、互聯網及移動通信服務；
- 有關教育及/或個人發展之專業諮詢；
- 慈善事業，領域涵蓋體育、康樂、藝術及文化活動、扶貧、促進教育、宗教推廣以及其他以促進社會公益為目的之範疇。

如無閣下同意授權，本公司將無法運用您的個人資料作直接促銷之用。即使閣下已同意授權，您亦可以隨時免費地撤回有關本公司使用閣下個人資料作直接促銷的許可。閣下可電郵至 [privacy@newworldclub.com.hk](mailto:privacy@newworldclub.com.hk)，或郵寄至香港中環皇后大道中 18 號新世界大廈 1 期 30 樓，聯絡本公司的個人資料私隱主任以撤回相關許可。

#### 閣下之權益

閣下有權更正及查閱您已登記的個人資料。就相關更正及查閱，閣下可電郵至 [privacy@newworldclub.com.hk](mailto:privacy@newworldclub.com.hk)，或郵寄至香港中環皇后大道中 18 號新世界大廈 1 期 30 樓，聯絡本公司的個人資料私隱主任。

#### 私隱政策聲明

本公司採納新世界集團的私隱政策。閣下可登入此網址 <http://www.nwd.com.hk> 查閱新世界集團的私隱政策聲明，以了解更多本公司在私隱及個人資料保障方面的政策。

如本聲明的英文版本與中文版本有任何歧義，概以英文版本為準。

投標者簽署

日期：

## **Terms and Conditions of New World CLUB**

For full version of Terms and Conditions of New World CLUB, please refer to [www.newworldclub.com.hk/en/tnc.php](http://www.newworldclub.com.hk/en/tnc.php).

### **Personal Information Collection Statement**

New World CLUB is a loyalty programme operated by New World Loyalty Programme Limited ("NWLP"). "We" in this Personal Information Collection Statement refers to NWLP and New World CLUB.

New World Loyalty Programme Limited is part of the New World Group ("Group") which also includes New World Development Company Limited ("NWD"), New World Property Management Company Limited, New World China Land Limited, New World Department Store China Limited, K11 Concepts Limited, New World Group Charity Foundation Limited, K11 Art Foundation Limited, Ruby Global Company Limited and other companies from time to time whose activities include real estate (sale, leasing and investment), retail, facilities management, infrastructure, shopping malls, department stores, jewellery and luxury products, hotels, food and beverages, convention and exhibition centres, sports and recreational facilities, education and charitable pursuits including sports, recreation, art and cultural programmes, relief of poverty, advancement of education, advancement of religion and other purposes that are beneficial to the community (together referred to as "Affiliates").

In order to enable us to verify your eligibility to join New World CLUB and provide our services to you, you are required to provide all the requested personal data in the application form. If you do not provide the required personal data, then we may not be able to have your New World CLUB membership application processed and/or provide services to you.

### **Purposes for using personal data**

The personal data provided in the New World CLUB application form, including but not limited to name, contact details, residential address, date of birth, age range, NWD Property Details, Facebook account information and any social media account information, will be used for the following purposes:

- For daily operation and administration of your New World CLUB membership, and to contact you in connection with your New World CLUB membership;
- To identify you as a New World CLUB member and to deliver bespoke services and membership benefits to you;
- To process bookings, purchases, orders or requests made by you;
- Research and development in relation to customer behaviour;
- Direct marketing and cross-marketing, subject to consent (see below);
- To send you birthday messages (if you have provided dates of birth) or event reminders;
- Information management and database administration;
- Detect, investigate and/or prevent activities that may violate our policies or may be illegal;
- Collection or recovery of any debt owed by you to us or our Affiliates.

### **Those with whom we share personal data**

We may engage agents, contractors, suppliers and service providers in connection with the above purposes, e.g. IT providers, marketing agents and research companies, and may transfer to or share your personal data with them for such purposes. We may also share your personal data with our Affiliates for the above purposes. Where we are required by the law of any country or requested by any court, regulatory body or governmental body of any country, we may also disclose your personal data as required. In the event of any transfer of business, transfer of shares, amalgamation or purchase of our business or our Affiliates' businesses, your personal data may be transferred to the new entity as part of the transaction, provided that the new entity abides by this Personal Information Collection Statement and continues to exercise the same level of care, in respect of your personal data, as we would.

Your personal data may be stored in servers located outside China and/or shared with Affiliates located outside China. However, we will take all reasonable measures to ensure that your data is stored and processed securely, regardless of the country in which it is stored, and we ensure that our Affiliates do the same.

### **Direct marketing**

Subject to your consent, by not checking the objection box at the end of this form, we may use your personal data, including your name and contact details, to send you special offers, news, information and marketing in relation to our products, services, events and charitable initiatives.

Subject to your consent, by not checking the objection box at the end of this form, we may also provide your name and contact details to our Affiliates and Marketing Partners so that they may send you special offers, news, information and marketing in relation to their products, services, events and charitable initiatives. Our "Marketing Partners" include property developers, banks, finance and investment institutions, private clubs, concierge and customer service provider, retail outlets and online businesses (products and services including but not limited to fashion and beauty, health and personal cares, luxury, home and living, food, wine and beverage, books and stationery), shopping malls, department stores, watches and jewellers (such as Chow Tai Fook Jewellery Group Limited), hotel chains, catering services providers, services and/ or products providers including but not limited to art and culture, gallery and exhibition, green and nature, sports and recreation, travel and accommodation, leisure and entertainment, transportation and logistics, telecommunication and information technology, education and institutions.

The types of products, services, events and charitable initiatives that we, our Affiliates and/or our Marketing Partners may market to you include the following:

- products and services offered by NWD and New World Group in relation to real property (sale, leasing and investment), retail, facilities management, infrastructure, shopping malls, department stores, jewelleries and luxury products, hotels, food and beverage, convention and exhibition centres, sports and recreational facilities, education and charitable pursuits;
- finance, banking, insurance and other related services and products by banks, finance and investment institutions;
- access and privileges at private clubs;
- professional consultation on customer services, including but not limited to event planning, hotels and tickets reservation;
- consumer products and services by retail outlets and/or online businesses, including but not limited to fashion and beauty, health and personal cares, luxury, home and living, food, wine and beverage, book and stationery;
- reward, loyalty, privileges programmes and promotions at shopping malls and department stores;
- reward, loyalty, privileges programmes and promotions for customers and/or potential customers of our Group;
- watches, jewelleries and accessories;
- catering services on food, wine and beverage;
- travel and accommodation services, including but not limited to holiday package products and services offered by travel agents, tickets to attractions;
- transportation and logistics service, including but not limited to air travel and non-air transportation services such as hotel transfers, car rentals, bus operators, train operators and cruise operators;
- tickets for concerts, galleries, exhibitions, films, theatricals, sporting, special and cultural events;
- green and nature activities;
- telecommunication, internet and mobile communication services;
- professional advice and/or consultation on education and/or personal enhancement;
- charitable initiatives which support areas including sports, recreation, art and cultural programmes relief of poverty, advancement of education, advancement of religion and other purposes that are beneficial to the community.

We cannot use or provide your personal data for direct marketing purposes unless you consent. Even if you give your consent, you can opt out of direct marketing at any time, free of charge, by emailing [privacy@newworldclub.com.hk](mailto:privacy@newworldclub.com.hk) or writing to our Personal Data Privacy Officer at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong.

### Your rights

To update your personal details or request access to your personal data, please contact our Personal Data Privacy Officer at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong or [privacy@newworldclub.com.hk](mailto:privacy@newworldclub.com.hk).

### Privacy Policy Statement

We adopt the privacy policy of New World Group. You can find out more about our policy of personal data protection by accessing New World Group Privacy Policy Statement available at <http://www.nwd.com.hk>.

If there is any inconsistency or conflict between the English and Chinese version of this Statement, the English version shall prevail.

Signed by the Tenderer(s)
Date:

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

Vendor 賣方	Golden Kent International Limited 金鈞國際有限公司		
Development 發展項目	FLEUR PAVILIA, 1 Kai Yuen Street, Hong Kong 香港繼園街1號 柏蔚山		
The Property 本物業	Tower <input style="width: 40px; height: 20px;" type="text"/> 座	Floor <input style="width: 40px; height: 20px;" type="text"/> 樓	Unit <input style="width: 40px; height: 20px;" type="text"/> 單位
	Tower <input style="width: 40px; height: 20px;" type="text"/> 座	Floor <input style="width: 40px; height: 20px;" type="text"/> 樓	Unit <input style="width: 40px; height: 20px;" type="text"/> 單位
	Residential Parking <input style="width: 40px; height: 20px;" type="text"/> and <input style="width: 40px; height: 20px;" type="text"/> 號住宅停車位 on Ground Floor Space No. <input style="width: 40px; height: 20px;" type="text"/> 及 <input style="width: 40px; height: 20px;" type="text"/> 在地下		
	Residential Parking <input style="width: 40px; height: 20px;" type="text"/> and <input style="width: 40px; height: 20px;" type="text"/> 號住宅停車位 on Ground Floor Space No. <input style="width: 40px; height: 20px;" type="text"/> 及 <input style="width: 40px; height: 20px;" type="text"/> 在地下		
Purchaser(s) 買方	H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼		
Date 日期			

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。如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。  
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. The Vendor's agreement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.
2. 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。  
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.
3. 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它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。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。  
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. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
4. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等（不論是否對指定財務機構有約束力）影響。  
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company

**Annex 5**  
**附件 5**

are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time.

5. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。  
The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

1. **備用第二按揭貸款 (只適用於升級全方位 720 - 付款計劃)**  
**Standby Second Mortgage Loan (Only Applicable to Superior All-rounded 720 - Payment Plan)**

買方可向指定財務機構鴻圖中國有限公司("財務機構")申請備用第二按揭貸款，主要條款如下：  
The Purchaser may apply for a standby second mortgage loan through Global Trinity China Limited ("Finance Company").  
Key terms are as follows:

- (a) 第二按揭貸款最高金額為淨樓價\*的 20%，但第一按揭及第二按揭的總貸款額不能超過樓價的 80%，或應繳付之樓價餘額，以較低者為準。

The maximum second mortgage loan amount shall be 20% of the Net Purchase Price\*, but the total amount of first mortgage loan and second mortgage loan offered shall not exceed 80% of the purchase price, or the balance of purchase price payable, whichever is lower.

- (b) 第二按揭年期最長可達 25 年或等同或不超過特約第一按揭銀行之首按年期，以較短者為準。

The maximum tenor of the second mortgage is up to 25 years or same as or not exceeding the first mortgage loan tenor of the designated first mortgagee banks, whichever is shorter.

- (c) 第二按揭的利率在首 30 個月內以香港上海匯豐銀行有限公司之港元最優惠利率("P") 減 2% 計算，期後按 P 計算。惟第二按揭的利率在首 2 年不可低於 1%。P 隨利率浮動調整。最終按揭利率以財務機構批核及決定為準。利率是指年利率。

The interest rate of the second mortgage for the first 30 months shall be calculated at 2% below the Hong Kong Dollar prime rate quoted by the Hongkong and Shanghai Banking Corporation Limited from time to time ("P") and thereafter at P. Provided during the first 2 years, interest rate of the second mortgage shall not be less than 1%. P is subject to fluctuation. The final interest rate will be subject to approval and decision by the Finance Company. Interest rate means interest rate per annum.

- (d) 買方須按財務機構要求提供足夠文件證明其還款能力。

The Purchaser shall provide sufficient documents to prove his/her repayment ability upon request of the Finance Company.

- (e) 第一按揭銀行須為財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。

First mortgagee bank shall be nominated and referred by the Finance Company and the Purchaser shall first obtain a prior consent from the first mortgagee bank to apply for a second mortgage loan.

- (f) 第二按揭及其他有關的貸款文件必須經由財務機構指定律師樓辦理，一切有關這第二按揭貸款的律師費用及其他相關的暫墊費用概由借款人繳付。

The second mortgage and other related loan documents must be processed through the solicitor firm designated by Finance Company. All legal fees and other incidental out-of-pocket expenses incurred in the second mortgage loan arrangement shall be borne by the borrower(s).

- (g) 第一按揭及第二按揭需獨立審批，借款人/擔保人須於預計貸款支取日的 45 天前帶同臨時合約、身份證明文件及入息證明（此等證明包括但不限於年度稅單或收據，正式薪金紀錄及銀行月結單等。），親身前往財務機構辦理第二按揭貸款申請。借款人/擔保人必須提供身份證明及財務機構認為必要的所有相關支持憑證之副本，所有提交的文件，一律不予發還。所有借款人及擔保人必須親身前往財務機構指定律師樓簽署有關法律文件，財務機構保留權利拒絕任何借款人/擔保人的任何獲授權人代借款人/擔保人簽署任何有關第二按揭貸款文件。

The application of first mortgage loan and second mortgage loan will be approved independently. The borrower(s)/guarantor(s) has/have to come to the office of the Finance Company in person and bring along the PASP, his/their identity documents and income proof (such proof may include, but are not limited to, annual tax demand note or receipt, official pay record, bank statements, etc.) to process the application of second mortgage loan in no event later than forty-five days prior to the anticipated loan drawdown date. The borrower(s) and guarantor(s) must provide the duplicate copies of their identity documents and all relevant supporting evidence as the Finance Company may think necessary. The documents provided will not be returned. All the borrower(s) and guarantor(s) must sign the relevant legal documents personally at the office of solicitor designated by the Finance Company. The Finance Company reserves its right to reject any attorney of the borrower/guarantor to sign any document (related to the second mortgage loan) on behalf of the borrower/guarantor.

- (h) 買方須就申請第二按揭貸款向財務機構支付按第二按揭貸款金額計收 0.5% 或港幣 \$5,000 作為不可退還的申請手續費，以較高者為準。  
The Purchaser shall pay to Finance Company 0.5% of the second mortgage loan amount or HK\$5,000 being the non-refundable application fee for the second mortgage loan, whichever is higher.
- (i) 買方應向財務機構查詢有關貸款申請手續及詳情。貸款批出與否及其條款，財務機構有最終決定權。不論貸款獲批與否，買方仍須按正式合約完成購買物業的交易及繳付物業的樓價全數。就第二按揭貸款之批核，賣方並無給予任何陳述或保證。  
The Purchaser is advised to enquire the Finance Company about the application procedure and the details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the Finance Company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the property and shall pay the full purchase price of the property in accordance with the Agreement for Sale and Purchase. No representation or warranty is given by the Vendor as to the approval of the Second Mortgage Loan.
- (j) 此貸款受財務公司不時所訂之其他條款及條件約束。  
This loan is subject to other terms and conditions as may from time to time be stipulated by the Finance Company.
- (k) 有關第一按揭及第二按揭之批核與否及按揭條款及條件以第一按揭銀行及財務機構之最終決定為準，與金鈞國際有限公司無關，且於任何情況下金鈞國際有限公司均無需為此負責。  
The terms and conditions and the approval of applications for the first mortgage and the second mortgage are subject to the final decision of the first mortgagee bank and the Finance Company, and are not related to Golden Kent International Limited (which shall under no circumstances be responsible therefor).

\*此部分(有關「備用第二按揭貸款」)所指的「淨樓價」一詞指扣除第 3 段所述之賣方根據「代繳從價印花稅(上限為樓價 4.25%)優惠」代繳從價印花稅的金額(如有)及第 4 段所述之「僱員、親屬、朋友或商業夥伴現金回贈」(如有)後之樓價。  
The term "Net Purchase Price" in this section of "Standby Second Mortgage Loan" means the amount of the purchase price after deducting the amount of the Ad Valorem Stamp Duty paid by the Vendor pursuant to "Ad Valorem Stamp Duty (maximum 4.25% of the purchase price)" Benefit (if any) (as stated in paragraph 3 below) and the amount of cash rebate paid by the Vendor pursuant to "Employees, Relatives, Friends or Business Partners Cash Rebate" (if any) (as stated in paragraph 4 below).



2. **Legal Costs and Disbursements**  
**律師費及代墊付費用**

(1) (a) Subject to sub-clause (b) below, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) arising from the Preliminary Agreement for Sale and Purchase, the Agreement for Sale and Purchase, any subsequent nomination and other chargeable agreement for sale (if any), the subsequent Assignment and any counterpart(s) thereof and any penalty for late stamping thereof, the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and any other documents relating to the sale and purchase of the Property and all other disbursements and miscellaneous charges shall be solely borne and paid by the Purchaser.

(b) If an individual Purchaser or a corporate Purchaser which is registered in Hong Kong shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property,

(i) in respect of his purchase of the Property, the Vendor shall bear the Vendor's solicitors' legal costs in respect of the Agreement for Sale and Purchase and the subsequent Assignment, the charges for certified copies of title deeds, registration fees, plan fees, a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and all other disbursements and miscellaneous charges in respect of the Agreement for Sale and Purchase and the subsequent Assignment; and

(ii) (if applicable and if the relevant mortgagee also instructs the Vendor's solicitors) the Vendor shall also bear the Vendor's solicitors' legal cost, disbursements and miscellaneous charges in respect of the Mortgage and any guarantee and other security documents for financing the Purchaser's purchase of the Property; and

(iii) in any event, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) arising from the Preliminary Agreement for Sale and Purchase, the Agreement for Sale and Purchase, any subsequent nomination and other chargeable agreement for sale (if any), the subsequent Assignment and any counterpart(s) thereof and any penalty for late stamping thereof shall be solely borne and paid by the Purchaser.

(c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.

(a) 除下述第(b)分條另有規定外，有關臨時合約、正式合約、其後的提名及其他可予徵收印花稅的買賣協議(如有)、轉讓契及任何對應本所招致的所有印花稅(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)及逾期加蓋印花的罰款、業權契據核證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約製作、登記及完成之費用及其他有關物業的買賣之文件等費用及所有其他代墊付費用及雜費，一概由買方單獨承擔及繳付。

(b) 若買方為個人或於香港註冊的有限公司，亦聘用賣方律師代表其購買物業，

(i) 就有關買方購買物業，賣方將承擔賣方律師在處理正式合約及其後之轉讓契之律師費用、業權契據核證本之費用、登記費、圖則費、適當比例之大廈公契及管理合約製作、登記及完成之費用及所有有關正式合約及其後之轉讓契之其他代墊付費用及雜費；及

(ii) (如適用及如相關承按人亦聘用賣方律師)賣方亦將承擔賣方律師在處理按揭及任何擔保與其他抵押文件(其目的為就買方購買物業提供融資)之律師費用、代墊付費用及雜費；及

(iii) 在任何情況下，有關臨時合約、正式合約、其後的提名及其他可予徵收印花稅的買賣協議(如有)、轉讓契及任何對應本(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)及逾期加蓋印花的罰款，一概由買方單獨承擔及繳付。

(c) 在任何其他情況下，買方須負責其在有關購買物業之所有律師費用及代墊付費用。

- (2) The Purchaser shall on or before delivery of vacant possession of the residential property by the Vendor pay to the Manager or reimburse the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the residential property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limitation to utilities deposits for water and electricity already paid by the Vendor in respect of the residential property.

買方須在賣方交吉住宅物業予買方時或之前繳付管理人或償還予賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契規定可收取之其他按金及費用，買方並須償還賣方代住宅物業已支付的所有費用包括但不限於水及電等公共設施的按金。

**3. 代繳從價印花稅(上限為樓價 4.25%)優惠**

**“Ad Valorem Stamp Duty (maximum 4.25% of the purchase price)” Benefit**

受限於相關交易文件條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款#)，賣方會代買方繳付所購之住宅物業的買賣合約所需繳付的從價印花稅(上限為樓價的 4.25%)。

# 以賣方代表律師實際收到款項日期計算。相關樓款指：從價印花稅應付之前，根據相關買賣合約所指定的日期應付的樓款。

Subject to the terms and conditions of the relevant transaction documents (including without limitation that the Purchaser shall settle the relevant payment(s)# according to the respective dates stipulated in the agreement for sale and purchase), the Vendor will pay the Ad Valorem Stamp Duty payable by the Purchaser on the agreement for sale and purchase (of the relevant residential property) for the Purchaser (subject however to a cap of 4.25% of the Purchase Price).

#subject to the actual date of payment(s) received by Vendor's solicitors. The relevant payment(s) refer(s) to the payment(s) which is / are payable according to the respective date(s) stipulated in the relevant agreement for sale and purchase, before the Ad Valorem Stamp Duty is payable.

4. 僱員、親屬、朋友或商業夥伴現金回贈  
Employees, Relatives, Friends or Business Partners Cash Rebate

(註: 投標者請在(a)分段的表格填上擬購買的物業及相關百分比。

(Note: Tenderer please fill in the property to be purchased and the corresponding percentage in the Table in sub-paragraph (a).)

- (a) 在符合以下各項條件下，買方有權獲賣方提供金額相等於各物業淨價<sup>^</sup>的相關百分比(列於下表)的現金回贈：-

Subject to satisfaction of the following conditions, the Purchaser shall be entitled to a cash rebate offered by the Vendor which amount shall be equal to the corresponding percentage of the Net Price<sup>^</sup> of the respective Property (as set out in the Table below):-

擬購買的物業 Property to be purchased	現金回贈 (金額相等於各物業淨價 <sup>^</sup> 的相關百分比) Cash rebate (amount equal to the corresponding percentage of the Net Price <sup>^</sup> of the respective property)

各項有關條件如下:

The relevant conditions are as follows:

- (i) 買方或(如買方為公司)買方的任何董事在臨時買賣合約之日為:-  
As at the date of the preliminary agreement for sale and purchase of the Property ("PASP"), the Purchaser or (if the Purchaser is a corporation) any director of the Purchaser is :-
- (1) 新世界集團的僱員#；或  
an employee of New World Group#; or
- (2) 新世界集團僱員的親屬、朋友或商業夥伴(前述每一種關係於下文稱為『該指定關係』)，惟賣方有絕對酌情權決定該指定關係的條件是否獲得滿足，且如有任何爭議，賣方之決定為最終並對買方有約束力；  
a relative, friend or business partner of any employee of New World Group (each of the said relationships is hereinafter referred to as the "**Designated Relationship**"), provided that the Vendor shall have absolute discretion to decide whether the criteria of the Designated Relationship are satisfied and in case of dispute, the Vendor's decision shall be final and binding on the Purchaser;
- (ii) 買方購買該物業時並無涉及中介人或代理；及  
No intermediary or agent was involved in the purchase of the Property by the Purchaser; and
- (iii) 買方已按照正式合約付清該物業的樓價餘額。  
The Purchaser has settled the balance of Purchase Price of the Property in accordance with the formal Agreement for sale and purchase.
- (b) 買方須於付清該物業的樓價餘額前最少 30 天向賣方發出書面通知以申請「僱員、親屬、朋友或商業夥伴現金回贈」。如賣方要求，買方須按賣方的要求提供證明文件證明買方在臨時買賣合約之日為新世界集團的僱員或該指定關係以令賣方滿意。賣方就是否滿意上文(a)(i)段所述要求而作出的決定為最終局及對買方具有約束力。  
The Purchaser shall notify the Vendor in writing to apply for the 'Employees, Relatives, Friends or Business Partners Cash Rebate' at least 30 days before the date of settlement of the balance of Purchase Price of the

Property. Upon request by the Vendor, the Purchaser shall provide documentary evidence to prove that he/she is as at the date of the PASP an employee of New World Group or the Designated Relationship to the Vendor's satisfaction. The Vendor's decision as to whether the requirement under sub-paragraph (a)(i) above is satisfied is final and binding on the Purchaser.

- (c) 賣方會於收到申請並確認有關資料無誤後將「僱員、親屬、朋友或商業夥伴現金回贈」直接用於支付部份樓價餘額。  
After the Vendor has received the application and duly verified the information, the Vendor will apply the 'Employees, Relatives, Friends or Business Partners Cash Rebate' for part payment of the balance of the Purchase Price directly.
- (d) 如有任何爭議，賣方的決定須為最終局及對買方具有約束力。  
In case of dispute, the Vendor's decision shall be final and binding on the Purchasers.

# 新世界集團的僱員指：直接受僱於新世界集團旗下任何一間公司，包括新世界發展有限公司、新創建集團有限公司、新世界百貨中國有限公司，及前述任何一間公司之直接全資附屬機構 / 附屬業務單位，於香港或中國國內的全職長工員工（惟該合資格員工須提供令賣方滿意的關係證明（就此賣方的決定為最終及具約束力））

an employee of New World Group means: any staff member under full-time permanent employment in Hong Kong or Mainland China and directly employed by any company within New World Group including New World Development Co Ltd, NWS Holdings Ltd, New World Department Store China Ltd and any of their respective wholly-owned direct subsidiaries/ subsidiary business units (provided that the staff must provide adequate proof of such relationship(s) to the Vendor's satisfaction and the Vendor's determination shall be final and binding)

^ 此部分（有關僱員、親屬、朋友或商業夥伴現金回贈）所指的「淨價」一詞指扣除第3段所述之賣方根據「代繳從價印花稅(上限為樓價 4.25%)優惠」代繳從價印花稅的金額(如有)後之樓價。

^ The term "Net Price" in this section of Employees, Relatives, Friends or Business Partners Cash Rebate means the amount of the Purchase Price after deducting the amount of the Ad Valorem Stamp Duty paid by the Vendor pursuant to "Ad Valorem Stamp Duty (maximum 4.25% of the purchase price)" Benefit (if any) (as stated in Paragraph 3).

5. **首 3 年保養優惠**  
**First 3 Years Maintenance Offer**

在不影響買方於買賣合約下之權利的前提下，凡住宅物業(但不包括住宅物業的平台(如有)內的園景(如有)及盆栽(如有))有欠妥之處，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於住宅物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首 3 年保養優惠受其他條款及細則約束。

Without affecting the Purchaser's rights under the agreement for sale and purchase, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the purchase of the residential property rectify any defects to the residential property (excluding the landscape area (if any) and potted plants (if any) in the flat roof (if any) of the residential property) caused otherwise than by the act or neglect of any person. The First 3 Years Maintenance Offer is subject to other terms and conditions.

6. 提前入住優惠 (只適用於全方位360 - 付款計劃及升級全方位720 - 付款計劃)

**Early Move-in Benefit (Only Applicable to All-rounded 360 - Payment Plan and Superior All-rounded 720 - Payment Plan)**

(I) 受限於以下各項，在買方滿足以下的先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在住宅物業及住宅停車位(如有)買賣交易完成前佔用住宅物業及住宅停車位(如有)：-

Subject to the following conditions precedent being satisfied by the Purchaser, the Vendor may grant an licence to the Purchaser to occupy the residential property and residential parking space (if any) as a licensee prior to the completion of sale and purchase of the residential property and residential parking space (if any):-

- (a) 提前入住優惠只適用於個人買方。個人買方已根據臨時買賣合約簽署正式買賣合約；及  
The Early Move-in Benefit is applicable to individual Purchaser only. The individual purchaser has signed the formal agreement for sale and purchase in accordance with the preliminary agreement for sale and purchase; and
- (b) 買方須於簽署臨時買賣合約的日期後60日內，向賣方遞交買方已簽妥的提前入住優惠的申請表格，及簽署一份其格式及內容經由賣方訂明而未作任何修改的許可協議；及  
an application form for the Early Move-in Benefit duly signed by the Purchaser must be submitted to Vendor; and a licence agreement in the Vendor's prescribed form and content has been signed by the Purchaser without any amendment within 60 days after the date of signing of the preliminary agreement for sale and purchase; and
- (c) 買方已根據正式買賣合約向賣方繳付不少於樓價15%；及  
the Purchaser has paid to the Vendor not less than 15% of the purchase price in accordance with the formal agreement for sale and purchase; and
- (d) 買方已向賣方另外繳付相等於樓價2%之許可證費用(「許可證費用」)(不論許可期的長短)，而許可證費用將按以下第(II)段所述的方式使用；及  
the Purchaser has separately paid a licence fee ("Licence Fee") equivalent to 2% of the purchase price (irrespective of the length of the licence period), which shall be applied in accordance with paragraph (II) below; and
- (e) 許可期由許可協議訂明之日開始並於賣方於物業的買賣交易完成時將物業轉讓給買方時截止；及  
the licence period shall commence on the date specified in the licence agreement and expire on the date of assignment of the property by the Vendor to the Purchaser upon completion of the sale and purchase of the property; and
- (f) 買方已同意負責所有就許可協議而產生的律師費及支出(包括印花稅)；及  
the Purchaser has agreed to bear all legal costs and expenses (including stamp duty) arising from the licence agreement; and
- (g) 如買方提前於正式合約指明的原定的成交("原定的成交日期")前完成指明住宅物業及住宅停車位(如有)之買賣，可獲贈賣方代繳由(i)簽署指明住宅物業及住宅停車位(如有)的轉讓契日期翌日起至(ii)該原定的成交日期期間指明住宅物業及住宅停車位(如有)之管理費(包括首尾兩日)；及  
If the Purchaser completes the sale and purchase of the relevant specified residential property and residential parking space (if any) earlier than the original scheduled date of completion ("Original Completion Date") as specified in the formal agreement for sale and purchase, the Vendor shall pay on behalf of the Purchaser the management fees of the relevant specified residential property and residential parking space (if any) for the period from (i) the date immediately after the date of assignment of the relevant specified residential property and residential parking space (if any) to (ii) the Original Completion Date (both dates inclusive); and
- (h) 賣方將有權利終止許可協議如(i)買方未能按正式買賣合約繳付任何款項；(ii)買方未能按正式買賣合約完成物業的買賣；(iii)買方違反許可協議的任何條款；或(iv)該等情況發生導致許可協議按其條款終止；及  
the Vendor shall be entitled to terminate the licence agreement if (i) the Purchaser fails to make any payment in accordance with the formal agreement for sale and purchase; (ii) the Purchaser fails to complete the sale and purchase of the property in accordance with the formal agreement for sale and purchase; (iii) the Purchaser breaches any terms under the licence agreement; or (iv) the occurrence of such circumstances resulting in termination of the licence agreement pursuant to the provisions of the licence agreement; and
- (i) 任何其他由賣方施加的條款及細則。  
any other terms and conditions as shall be imposed by the Vendor.

(II) 受限於個人買方根據正式買賣合約及由賣方施加的其他條款及條件完成住宅物業及住宅停車位(如有)買賣，賣方於住宅物業及住宅停車位(如有)買賣成交時，將許可證費用直接用於支付部份樓價餘額。在其他情況，許可證費用將不可退還。  
Subject to completion of the sale and purchase of the residential property and residential parking space (if any) by the individual Purchaser in accordance with the formal agreement for sale and purchase and such other terms and conditions as prescribed by the Vendor, the Licence Fee will be applied for part payment of the balance of the purchase price directly by the Vendor upon

**Annex 5**  
**附件 5**

completion of the sale and purchase of the specified residential property and residential parking space (if any). In other circumstances, the Licence Fee is non-refundable.

(III) 提前入住優惠受其他條款及細則約束。  
Early Move-in Benefit is subject to other terms and conditions.

Signature of Purchaser(s) 買方簽署
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Date 日期
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**Acknowledgement Letter for Viewing of Property**

**參觀物業確認函**

Vendor 賣方	Golden Kent International Limited 金鈞國際有限公司					
Development 發展項目	FLEUR PAVILIA, 1 Kai Yuen Street, Hong Kong 香港繼園街1號柏蔚山					
The Property 該物業	Tower <input type="text"/>	座	Floor <input type="text"/>	樓	Unit <input type="text"/>	單位
	Residential Parking Space No. 住宅停車位	<input type="text"/>	號住	on [Ground Floor / First Floor / Second Floor] 在[地下 / 1 樓 / 2 樓]		
	Motor Cycle Parking Space No. 單車停車位	<input type="text"/>	號電	on Second Floor	在 2 樓	
Purchaser(s) 買方			H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼			
Date 日期						

To 致 : Golden Kent International Limited (the "**Vendor**")  
金鈞國際有限公司 (“**賣方**”)

1. I / We, the undersigned, refer to the Preliminary Agreement for Sale and Purchase in respect of the Property made between the Vendor and me/us on the date specified above.  
本確認函關乎本人/吾等與賣方於上述日期簽署的有關該物業的臨時買賣合約。
2. I/We, hereby acknowledge and confirm in writing the following :-  
本人/吾等謹此承認並確認如下 :-
  - A.  (If applicable) I/we have viewed the property(ies) and/or a comparable of such property(ies), particulars of which are set out in the Schedule annexed to this letter.  
(如適用) 本人/吾等已參觀各物業及/或與該物業相若的住宅物業，詳情載於本函附件附表。
  - B.  The Vendor has arranged to let me/us view the Property before I/we purchased the Property, but I/we had expressly and voluntarily declined the Vendor's arrangement for my/our viewing of the Property and I/we was/were and still am/are willing to proceed with the purchase of the Property without having viewed the Property.  
在購買該物業前本人/吾等已獲賣方安排參觀該物業，但本人/吾等明確及自願地拒絕賣方提供予本人/吾等參觀該物業的安排，並願意及至今仍願意在沒有參觀該物業的情況下購買該物業。
  - C.  The Vendor has made arrangements for me/us to view the Property, but :-  
本人/吾等謹以書面承認及同意賣方已安排本人/吾等參觀該物業，但 :-
    - (i) I/We understand that it is not reasonably practicable for the Property to be viewed by me/us ;  
本人/吾等明白開放該物業供本人/吾等參觀，並非合理地切實可行；
    - (ii) 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/吾等明白開放發展項目中與該物業相若的住宅物業供本人/吾等參觀，並非合理地切實可行；及
    - (iii) I/We agree in writing that the Vendor is not required to make such a comparable residential property available for viewing by me/us before the Property is sold to me/us.  
本人/吾等以書面同意賣方無須在該物業售予本人/吾等之前開放與該物業相若的住宅物業供本人/吾等參觀。

3. I/We confirm that the Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.  
本人/吾等確認賣方已符合(或被視為已符合)《一手住宅物業銷售條例》第2部第5分部有關參觀已落成發展項目中的物業之要求。
4. I/We confirm that this acknowledgement letter shall continue to have effect and subsist notwithstanding that the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase do not expressly incorporate the provisions herein mentioned.  
本人/吾等確認儘管臨時買賣合約及買賣合約沒有明確包含本確認函的條款，本確認函亦將繼續維持有效及存續。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**[Applicable only for signing by Potential Purchaser]**  
**[只適用於準買方]**

To 致：Golden Kent International Limited (the "Vendor")  
金鈞國際有限公司（“賣方”）

1. I/We, hereby acknowledge and confirm in writing that I/we have viewed the property(ies) and/or a comparable of such property(ies), particulars of which are set out in the Schedule annexed to this letter.  
本人/吾等謹此承認並確認 本人/吾等已參觀各物業及/或與該物業相若的住宅物業，詳情載於本函附件附表。
2. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Potential Purchaser(s) 準買方簽署  
H.K.I.D./ Passport/B.R. No(s). \_\_\_\_\_  
身份證/護照/商業登記證號碼  
Date: \_\_\_\_\_

**SCHEDULE**

Property 物業						Comparable (C) 與該物業相若 的住宅物業/ Actual (A) 實際物業	Date of Viewing 參觀日期	Signature of Purchaser(s) 買方簽署**
No.	Tower 座	Floor 樓層	Unit 單位					
1.	The Property as referred in the Acknowledgement Letter					C/A		
2.						C/A		
3.						C/A		

4.							C/A		
5.							C/A		

\*\* The Purchaser(s) must sign separately for each property viewed.  
買方必須就所列其已參觀的每項物業分別簽署。

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

Vendor 賣方	Golden Kent International Limited 金鈞國際有限公司		
Development 發展項目	FLEUR PAVILIA, 1 Kai Yuen Street, Hong Kong 香港繼園街1號柏蔚山		
The Property 本物業	Tower <input type="text"/> 座	Floor <input type="text"/> 樓	Unit <input type="text"/> 單位
	Residential Parking Space No. <input type="text"/>	on [Ground Floor / First Floor / Second Floor] 號住宅停車位 在[地下 / 1樓 / 2樓]	
	Motor Cycle Parking Space No. <input type="text"/>	on Second Floor 號電單車停車位 在 2 樓	
Purchaser(s) 買方		H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證 號碼	
Date 日期			
Purchase Price 樓價	HK\$		

The terms and conditions in this Confirmation are related to the Property.  
 於此確認書的條款及條件有關本物業。

- It is hereby confirmed that all stamp duty, including ad valorem stamp duty, buyer's stamp duty and special stamp duty, payable or incurred on this Preliminary Agreement and/or the Agreement for Sale and Purchase of the Property (collectively referred as the “Chargeable Agreement(s)”) shall be paid by the Purchaser.  
 茲確認本物業之臨時合約及/或正式買賣合約(統稱“應稅協議”)之應付或所招致的所有印花稅，包括從價印花稅、買家印花稅及額外印花稅由買方支付。
- However, subject to the observance and compliance with the terms and conditions set out in this Confirmation and the Chargeable Agreement(s) by the Purchaser (including without limitation that the Purchaser shall settle the relevant payments(s) according to the respective dates stipulated in the Agreement for Sale and Purchase), the Vendor will pay the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase for the Purchaser (subject to a cap at **\*[15% / 4.25%]** of the Purchase Price) (“**AVD Benefit**”). In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Confirmation and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask

for refund of the AVD Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

但是，在買方完全遵守及符合於本確認書及應稅協議所列的條款及條件(包括但不限於買方須依照買賣合約訂定的日期付清相關樓款)的前提下，賣方將會代買方繳付正式買賣合約所需繳付的從價印花稅(上限為樓價的 **\*[15% / 4.25%]**) (“從價印花稅優惠”)。若買方未能遵守或符合本確認書及/或應稅協議內任何條款或條件，賣方有權撤銷及/或要求退還從價印花稅優惠(或其任何部分)，且並不損害賣方於應稅協議或其他的權利及補償。

3. The AVD Benefit shall be limited to the amount equivalent to the actual amount of the ad valorem stamp duty payable on the Agreement for Sale and Purchase and in any event, shall be capped at the amount equivalent to **\*[15% / 4.25%]** of the Purchase Price.

從價印花稅優惠僅限於正式買賣合約所需繳付的從價印花稅的實際款額，及在任何情況下，上限為相等於樓價的**\*[15% / 4.25%]**的款額。

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

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

5. (if applicable) If the ad valorem stamp duty payable on the Agreement for Sale and Purchase is more than the AVD Benefit, the difference between the ad valorem stamp duty assessed by the Inland Revenue Department and the amount of the AVD Benefit will be borne by the Purchaser.

(如適用)如正式買賣合約應付的從價印花稅多於從價印花稅優惠，買方須承擔須支付給稅務局的從價印花稅及從價印花稅優惠兩者之差額。

6. Should the Vendor be required to pay any stamp duty or penalty, the Purchaser shall reimburse the Vendor for the full amount of any payment or advance made by the Vendor together with interest thereon at the rate of 4% per annum over and above the Hong Kong Dollar prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time, calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅或罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額連同按香港上海滙豐銀行有限公司不時報價的港元最優惠利率加年利率 4% 計算之利息，利息計算由代支或支付日期起計，直至買方繳付或償還該金額為止，買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。

7. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid ad valorem stamp duty (“Refund”) from Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) cease to be payable because of the cancellation or termination of the Preliminary

Agreement and/or the Agreement for Sale and Purchase or for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the Refund from the competent authorities. The Purchaser hereby agrees that, whether or not there is already any cancellation or termination of the Preliminary Agreement and/or the Agreement for Sale and Purchase or not, the Purchaser shall, upon the request of Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time the Vendor deems fit. Nothing herein shall prejudice the Vendor's other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

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

8. Subject to the other provisions in this Confirmation, if the Purchaser purchases the Property to replace his only other residential property (“original property”), he may, at this own costs and expense, apply to the Inland Revenue Department for refund of ad valorem stamp duty paid on the Agreement for Sale and Purchase of the Property in excess of that computed under Scale 2 prescribed by the Stamp Duty Ordinance, subject to and upon compliance with the relevant provisions of the Stamp Duty Ordinance and other requirements as imposed by the Inland Revenue Department **PROVIDED THAT** (i) the Purchaser has already completed the purchase of the Property in accordance with the Chargeable Agreement(s) and complied with in all respects the terms and conditions of the Chargeable Agreement(s) and (ii) the disposal of the original property has already been completed.

受限於本確認書的其他條款，如買方購入本物業以取代他唯一擁有的另一住宅物業(“原物業”)，買方可自費向稅務局申請退還部分的從價印花稅(相當於本物業的正式買賣合約下的已繳付的從價印花稅與按《印花稅條例》指定的第 2 標準稅率計算的從價印花稅的差額)(惟須受制於及遵守《印花稅條例》的相關條文及稅務局的其他要求)，**惟前提是**(i)買方須按應稅協議已經完成本物業之買賣及已經遵守應稅協議所列的所有條款及條件及(ii)處置原物業的交易已經完成。

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

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

10. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason.

於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠(或其任何部分)或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。

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

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

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

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

13. The Chinese translation of this Confirmation is for reference purposes only. In case of any dispute, the English version shall prevail.

本確認書中文譯本僅供參考，如與英文本有異，概以英文本為準。

**Signed by the Purchaser(s) 買方簽署**

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(柏蔚山) FLEUR PAVILIA (“發展項目 the Development”)

賣方資料表格 Vendor's Information Form

In respect of 有關

Tower \_\_\_\_ 座 Floor \_\_\_\_ 樓 Unit \_\_\_\_ 單位

(“the specified residential property”) (“指明住宅物業”)

Vendor 賣方: Golden Kent International Limited 金鈞國際有限公司

須就指明住宅物業支付的管理費用的款額 The amount of the management fee that is payable for the specified residential property	每月港幣 HK\$[ ] per month
須就指明住宅物業繳付的地稅(如有的話)的款額 The amount of the Government Rent (if any) that is payable for the specified residential property	[暫時沒有資料] [Information not yet available]
業主立案法團 (如有的話) 的名稱 The name of the owners' incorporation (if any)	無 None
發展項目的管理人的姓名或名稱 The name of the manager of the Development	(新世界物業管理有限公司) New World Property Management Company Limited
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 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	無 None
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 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所知的影響指明住宅物業的任何待決的申索 Any pending claim affecting the specified residential property that is known to the Vendor	無 None

備註：

此表格未能列出《一手住宅物業銷售條例》附表 8 第 1(b)條所規定的資料，原因在於就指明住宅物業繳付的地稅(如有的話)的款額，將會由差餉物業估價署署長評定。而截至此表格印製日期為止，指明住宅物業的地稅繳款通知書尚未發出。

Remark:

The information required under section 1(b) of Schedule 8 to the Residential Properties (First-hand Sales) Ordinance cannot be set out in this Form for the reason that the amount of Government Rent (if any) that is payable for the specified residential property will be assessed by the Commissioner of Rating and Valuation. As at the date of printing of this Form, the demand note for Government Rent has not yet been issued.

印製日期 Date of Printing: [16.4.2019]