

## **TENDER DOCUMENT**

### **INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC 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

#### **THE PAVILIA FARM II**

18 Che Kung Miu Road\*, Sha Tin,  
New Territories, Hong Kong

(unless the properties are previously withdrawn or sold)

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Tenders must be submitted during office hours set out in Part II of the Schedule to the Tender Notice during the Tender Period of the relevant Property(ies) for Tender to the Tender Box labelled “**Public Tender For The Pavilia Farm II**” placed at Shops 3016 – 3018 & 3026, Level 3 of D-PARK, 398 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong in a plain envelope and clearly marked “**The Pavilia Farm II**” **and the relevant tender number.**

**Vendor:** **MTR Corporation Limited**  
MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, 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

\* The above provisional street number is subject to confirmation upon completion of the Phase.

# 招標文件

## 公開招標承投購買物業

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現招標承投購買位於

香港新界沙田車公廟路 18 號\*

### 柏傲莊 II

載於招標公告附表第 I 部份 (B) 欄之物業

(已被撤回或出售的物業則除外)

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投標書須在有關招標物業的招標期間於招標公告附表第 II 部份所載的辦公時間放入普通信封內，信封面上清楚註明「**柏傲莊 II**」及相關的招標號碼，放入位於香港新界荃灣青山道 398 號愉景新城第三層 3016-3018 & 3026 號舖擺放的標示為「**柏傲莊 II 公開招標**」的投標箱內。

**賣方：** 香港鐵路有限公司  
香港九龍九龍灣德福廣場港鐵總部大樓

**賣方代理人：** 新世界地產代理有限公司  
香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓  
查詢熱線：8332 2233

\* 上述臨時門牌號有待期數落成時確認。

## **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 date of submission of tender and the date which is the seventh 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>“Information on Sales Arrangements”</b>	means the Information on Sales Arrangements of THE PAVILIA FARM II issued by the Vendor (as may be varied by the Vendor from time to time);
<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;
<b>“Properties for Tender”</b>	means the properties set out in column (B) of Part I 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 is accepted by the Vendor;
<b>“Sales Office”</b>	means Shops 3016 – 3018 & 3026, Level 3 of D·PARK, 398 Castle Peak Road, Tsuen Wan, New Territories, Hong Kong;
<b>“Tender Closing Date”</b>	means the date and time of closing of tender set out in the Information on Sales Arrangements and applicable to the relevant tender number under the Information on Sales Arrangements;
<b>“Tender Commencement Date”</b>	means the date and time of commencement of tender set out in the Information on Sales Arrangements and applicable to the relevant tender number under the Information on Sales Arrangements;
<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 Period”</b>	means the period between the Tender Commencement Date and the Tender Closing Date applicable to the relevant tender number under the Information on Sales Arrangements (both dates inclusive);

“ <b>Tender Price</b> ”	means the price tendered for the Tendered Property or each of 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 MTR Corporation Limited (香港鐵路有限公司); and
“ <b>Vendor’s solicitors</b> ”	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion :- <ul style="list-style-type: none"> <li>• Deacons 6<sup>th</sup> Floor, Alexandra House, 18 Chater Road, Central, Hong Kong</li> <li>• Mayer Brown 16<sup>th</sup> – 19<sup>th</sup> Floors, Prince's Building, 10 Chater Road, Central, Hong Kong</li> <li>• Kao, Lee &amp; Yip 17<sup>th</sup> Floor, Gloucester Tower, The Landmark, Central, Hong Kong</li> </ul>

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the 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 will be posted at the Sales Office. 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 tenderer should submit this Tender Document in accordance with the terms and conditions as set out in this Tender Document.
- 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. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-
    - (i) Cashier order(s) and cheque(s)

- (1) cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance for a minimum amount of HK\$500,000; and
- (2) cashier order(s) or cheque(s) in the sum equal to 5% of the Tender Price for the Tendered Property less the amount provided by the cashier order(s) submitted under paragraph 2.8(b)(i)(1) above (and in the event more than one Tendered Property is selected cashier order(s) or cheque(s) in the sum equal to 5% of the Tender Price for each of the Tendered Properties less the amount provided by the cashier order(s) submitted under paragraph 2.8(b)(i)(1) above).

The cashier order(s) and cheque(s) shall be made payable to “**Deacons**”.

(ii) Tenderer’s identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Intermediary’s licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

(iv) Documents in Annex, duly signed and completed by the Tenderer

- (1) Warning to Purchasers
- (2) Personal Information Collection Statement (New World Real Estate Agency Limited)
- (3) Personal Information Collection Statement (MTR Corporation Limited)
- (4) Declaration of Relationship with the Vendor
- (5) Declaration of Relationship with the Owner
- (6) Declaration in Relation to Intermediary
- (7) Acknowledgement Letter regarding Stamp Duty
- (8) Terms and Conditions of New World CLUB and the Personal Information Collection Statement
- (9) Purchaser’s Acknowledgement (Choice of Colour)
- (10) Acknowledgement Letter regarding Built-in Items

**Please do not date any of the documents mentioned in this sub-paragraph (iv).**

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**The Pavilia Farm II**” and the relevant tender number; and
- (d) placed in the Tender Box labelled “**Public Tender For The Pavilia Farm II**” placed at the Sales Office 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.

2.9 The cashier order(s) and/or 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 order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) 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 order(s) and/or 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.

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

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The 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 third 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 such form as approved by the Legal Advisory and Conveyancing Office (“**LACO**”) in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. The standard form of the Agreement is available for inspection during office hours set out in Part II of the Schedule to the Tender Notice within the Tender Period at the Sales Office. 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.
- 3.4 In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (a) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her;
  - (b) no attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser; and
  - (c) the relevant power of attorney is required to be approved by the Vendor.

### **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.
- 4.4 Regardless of whether the Tenderers have completed, signed and submitted the English version or the Chinese version of the Offer Form, in the event of any discrepancy between the English version of this Tender Document and the Chinese version of this Tender Document, the English version shall prevail.

**Schedule to the Tender Notice**

**Part I - Properties For Tender**

(A) Item	(B) Properties for Tender
1	Flat A, 62/F (with Roof), Tower 5 (5A)**, The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong
2	Flat A, 62/F (with Roof), Tower 5 (5B)**, The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong
3	Flat A, 62/F (with Roof), Tower 6 (6A)**, The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong
4	Flat A, 62/F (with Roof), Tower 7 (7A)**, The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong
5	Flat D, 62/F (with Flat Roof and Roof), Tower 7 (7B)**, The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong

Note:

- (1) Please refer to the Information on Sales Arrangements for the Tender Commencement Dates and the Tender Closing Dates of different Properties for Tender. The sale of the Properties for Tender is subject to availability. Where the Vendor has accepted a tender for a Property for Tender, no tender sale of that Property for Tender will be carried out on the subsequent date(s) of sale. Persons interested in submitting tenders of the Properties for Tender are reminded to (i) enquire with the Vendor; and/or (ii) read the latest register of transactions of the Phase so as to ascertain whether a particular Property for Tender is still available for tender on a date of sale. Although a Property for Tender may be available for tender on a date of sale, it may become unavailable during that date of sale because the Vendor may accept a tender within 7 working days after the close of a previous tender exercise. In such event, the Vendor will reject other offer(s) for that Property for Tender.
- (2) The provisional street number of the Properties for Tender is subject to confirmation upon completion of the Phase.

**Part II – Office Hours**

From 10 a.m. to 5 p.m. daily

*[End of Part 1: Tender Notice]*



## 第 1 部份：招標公告

### 1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的日期至適用於相關招標物業的招標截止日期後的第 7 個工作日(包括首尾兩日)的期間；
「正式合約」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「銷售安排資料」	指賣方就柏傲莊 II 發出之銷售安排資料(或其不時修改之版本)
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的投標物業；
「該等招標物業」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表 第 I 部份(B)欄所列的物業，而「招標物業」是指任何一個該等物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對投標物業的投標書獲得賣方接納；
「售樓處」	指香港新界荃灣青山道 398 號愉景新城第三層 3016-3018 & 3026 號舖；
「招標截止日期」	指載於銷售安排資料並適用於銷售安排資料中相關招標號碼的招標截止的日期及時間；
「招標開始日期」	指載於銷售安排資料並適用於銷售安排資料中相關招標號碼的招標開始的日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	指適用於銷售安排資料中相關招標號碼的招標開始日期至招標截止日期之期間(包括首尾兩日)；
「投標價」	指要約表格的附表中訂明投購投標物業或每個該等投標物業(視情況而定)的價格；
「該等投標物業」	指要約表格的附表中訂明的物業，而「投標物業」是指任何一個該等物業；
「投標者」	指要約表格的附表中訂明為投標者的人士；

- 「賣方」 香港鐵路有限公司 (MTR Corporation Limited)；及
- 「賣方律師」 指賣方單獨絕對酌情決定下指定的以下任何一家律師行： -
- 的近律師行  
香港中環遮打道 18 號歷山大廈 6 樓
  - 孖士打律師行  
香港中環遮打道 10 號太子大廈 16 至 19 樓
  - 高李葉律師行  
香港中環置地廣場告羅士打大廈 17 樓

## 2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購該等招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該等招標物業不予出售，或將全部或任何該等招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該等招標物業的招標截止日期及時間。任何更改適用於任何該等招標物業的招標截止日期的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標者應按照載於本招標文件的條款及細則遞交本招標文件。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
- (b) 連同以下文件：
- (i) 銀行本票及支票
- (1) 一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票，金額最少為 HK\$500,000；及
- (2) 一張或多張銀行本票或支票，金額相等於投標物業投標價 5% 減去按上述第 2.8(b)(i)(1)段提供的銀行本票的金額(如投標者於投標表格中選擇多於一個投標物業，則就所選擇的每一投標物業提交一張或多張銀行本票或支票，金額相等於每一投標物業的投標價 5% 減去按上述第 2.8(b)(i)(1)段提供的銀行本票的金額)。
- 銀行本票及支票抬頭請寫「的近律師行」。
- (ii) 投標者的身份證明文件
- 如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 收集個人資料聲明(新世界地產代理有限公司)
- (3) 收集個人資料聲明(香港鐵路有限公司)
- (4) 與賣方關係的聲明
- (5) 與擁有人關係的聲明
- (6) 有關中介人的聲明
- (7) 關於印花稅的確認書
- (8) New World CLUB 條款及細則及《個人資料收集聲明》
- (9) 買方確認函(顏色選擇)
- (10) 有關嵌入式物件之確認函

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**柏傲莊 II**」及相關的招標號碼；及
- (d) 從招標開始日期起至招標截止日期止的載於招標公告附表第 II 部份的辦公時間放入位於售樓處擺放的標示為「**柏傲莊 II 公開招標**」的投標箱內。

2.9 在賣方對收到的投標書作出決定前，銀行本票及/或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及/或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及/或支票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.10
- (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
  - (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
  - (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及/或支票的地址。

- 2.11
- (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
  - (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

### 3. 接受投標

3.1 投標書如獲接納，中標者即成為投標物業之買方。

- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。買方也會在接納書內獲通知賣方律師的名稱。接納書在投郵後的第 3 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方須簽署一份經地政總署法律諮詢及田土轉易處(「**地政總署**」)批核的正式合約，該合約內容除得地政總署書面批准，一概不能更改。正式合約的標準格式可於招標公告附表第 I 部份(E)欄訂明期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 如買方有意以其授權人代表其簽署正式合約：-
- (a) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；
  - (b) 賣方並不接受買方的任何獲授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人(但其授權不能有任何授權他人代替之權力)，而其授權乃為指定權限並只限於以買方名義代買方簽署正式合約；及
  - (c) 相關授權書須由賣方事先批准。

#### **4. 其他事項**

- 4.1 投標者宜注意，賣方只會回答關於該等招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新世界地產代理有限公司，地址為香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓(查詢熱線: 8332 2233)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 不論投標者填妥、簽署及遞交的要約表格為英文文本或中文文本，如本招標文件的英文文本與中文文本有任何不一致，一概以英文文本為準。

## 招標公告附表

### 第 I 部份-該等招標物業

(A) 項目	(B) 該等招標物業
1	香港新界沙田車公廟路 18 號柏傲莊 II 第 5 座 (5A) 62 樓 A 單位(連天台)**
2	香港新界沙田車公廟路 18 號柏傲莊 II 第 5 座 (5B) 62 樓 A 單位(連天台)**
3	香港新界沙田車公廟路 18 號柏傲莊 II 第 6 座 (6A) 62 樓 A 單位(連天台)**
4	香港新界沙田車公廟路 18 號柏傲莊 II 第 7 座 (7A) 62 樓 A 單位(連天台)**
5	香港新界沙田車公廟路 18 號柏傲莊 II 第 7 座 (7B) 62 樓 D 單位(連平台及天台)**

註：

- (1) 請參閱銷售安排資料，以了解不同招標物業的招標開始日期和招標截止日期。該等招標物業售完即止。當賣方已接納一招標物業之任何投標書，其後之出售日期該招標物業將不再進行招標。有意遞交該等招標物業的投標書的人士敬請 (i) 向賣方查詢；及／或 (ii) 檢視期數的成交紀錄冊，以知悉某一招標物業在某一出售日期是否仍然可供出售。雖然某一招標物業可能在某一出售日期仍然進行招標，因賣方可能會在先前的招標程序完結後 7 個工作天內接納該招標物業的投標書，該招標物業可能於該出售日期內的期間變為不再可供出售。在此情況下，賣方會拒絕認購該招標物業之其他要約。
- (2) 招標物業的臨時門牌號數有待期數落成時確認。

### 第 II 部份 – 辦公時間

每天上午 10 時正至下午 5 時正

[第 I 部份：招標公告完]

## **PART 2: CONDITIONS OF SALE**

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

**“Development”** means THE PAVILIA FARM.

**“Phase”** means THE PAVILIA FARM II, 18 Che Kung Miu Road\*, Sha Tin, New Territories, Hong Kong.

\* Subject to confirmation upon completion of the Phase

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

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
  - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
8. The Purchaser shall, 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 form as approved by the Legal Advisory and Conveyancing Office (“LACO”) in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO, (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.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
  - (a) this Preliminary Agreement is terminated;
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
  - (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
11. The measurements of the Property are set out in the attached Schedule 1.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the "Warning to Purchasers"–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
  - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

17. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
18.
  - (a) 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 and/or the Agreement and/or the subsequent Assignment, 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 Principal Deed of Mutual Covenant and Management Agreement of the Development ("DMC") and any other documents relating to the sale and purchase of the Property 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 such purchaser in respect of the purchase and completion of the purchase of the Property and the first mortgagee (if any) shall instruct the Vendor's solicitors to handle the First Equitable Mortgage / First Mortgage (if any), the Vendor's solicitors shall waive the legal costs in respect of the Agreement and the subsequent Assignment which would otherwise be payable by the Purchaser, exclusive of the legal costs in respect of First Equitable Mortgage / First Mortgage (if any), any guarantees and other security documents, other relevant legal documents and all disbursements, which shall be borne by the Purchaser.
  - (c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and any mortgage (if applicable) of the Property.
19. 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 order(s) drawn in favour of the Vendor's solicitors.
20. The Vendor reserves the right to alter the building plans in respect of the Phase and any part(s) thereof whenever the Vendor considers necessary.
21. 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.
22. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
24. Time shall in every respect be of the essence of this Preliminary Agreement.
25. If the Property under this Preliminary Agreement consists of a residential property as well as any residential parking space(s) or motor cycle parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
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 DMC in relation to the Phase of the Development of which the Property forms part.
27.
  - (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.

28. 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 the 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 the Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

## 第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」	指柏傲莊。
「期數」	指香港新界沙田車公廟路 18 號*柏傲莊 II。 * 有待期數落成時確認。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 買賣須賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的十四天內於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
  - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
  - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. 買方需於本臨時合約之簽署日期之後五個工作日內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到賣方律師辦公地點辦理下列手續:(a) 簽署一份經地政總署法律諮詢及田土轉易處(「地政總署」)批核的正式合約，該合約內容除得地政總署書面批准，一概不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
  - (a) 本臨時合約即終止；
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 在正式合約當中，買方須與賣方協議如下—
  - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
  - (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受該物業之轉讓契，亦不得轉售該物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
11. 該物業的量度尺寸載列於附表 1。

12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
18. (a) 有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(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、買家印花稅及所有附加印花稅)、業權契據核證本之費用、所有登記費、圖則費及適當比例之發展項目主公契及管理協議(「公契」)的製作、登記及完成之費用及其他有關該物業的買賣之文件等費用，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及完成購買該物業以及賣方律師獲第一按揭人(如有)委託處理第一樓花按揭/第一按揭(如有)，賣方律師將

豁免買方原先須支付有關處理正式合約及其後之轉讓契之律師費用，但不包括第一樓花按揭/第一按揭(如有)、擔保與其他抵押文件及其他相關法律文件的律師費用及所有代墊付費用(該等費用由買家支付)。

- (c) 在任何其他情況下，買方須負責其在有關購買該物業及任何按揭(如適用)之所有律師費用及代墊付費用。
19. 所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。
  20. 賣方保留於其認為所需時修改期數及其任何部分建築圖則之權利。
  21. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
  22. 買方如有更改地址或電話，須以書面通知賣方。
  23. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
  24. 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
  25. 如本臨時合約下的該物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該等物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
  26. 買方在成交時須按關於公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。
  27.
    - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
    - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
    - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
      - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
      - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
  28. 在本臨時合約中—
    - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
    - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
    - (c) 附表 1 載列之該物業的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
    - (d) 附表 1 載列之該物業的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

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

在本附表 1，買方根據本臨時合約購買的物業(即該物業)之量度尺寸才適用於本臨時合約。  
In this Schedule 1, only the measurements of the property purchased by the Purchaser under this Preliminary Agreement (i.e. the Property) shall be applicable to this Preliminary Agreement.

該物業的量度尺寸如下—  
The measurements of the Property are as follows—

Property 該物業: Flat A, 62/F (with Roof), Tower 5 (5A), The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong  
香港新界沙田車公廟路 18 號柏傲莊 II 第 5 座 (5A) 62 樓 A 單位 (連天台)

(a) 該物業的實用面積為 the saleable area of the Property is	112.113	平方米/ square metres/	1,207	平方呎，其中— square feet of which—
	2.000	平方米/ square metres/	22	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;
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及 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 is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*天台的面積為 the area of the roof is	90.025	平方米/ square metres/	969	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

\*將不適用者刪去 Delete as appropriate

該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: Flat A, 62/F (with Roof), Tower 5 (5B), The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong  
香港新界沙田車公廟路 18 號柏傲莊 II 第 5 座 (5B) 62 樓 A 單位 (連天台)

(a) 該物業的實用面積為 the saleable area of the Property is	121.203	平方米/ square metres/	1,305	平方呎，其中—
	2.353	平方米/ square metres/	25	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*平台的面積為 the area of the flat roof is	5.240	平方米/ square metres/	56	平方呎； square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*天台的面積為 the area of the roof is	106.798	平方米/ square metres/	1,150	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

\*將不適用者刪去 Delete as appropriate

該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: Flat A, 62/F (with Roof), Tower 6 (6A), The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong  
香港新界沙田車公廟路 18 號柏傲莊 II 第 6 座 (6A) 62 樓 A 單位 (連天台)

(a) 該物業的實用面積為 the saleable area of the Property is	119.724	平方米/ square metres/	1,289	平方呎，其中—
	2.863	平方米/ square metres/	31	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
and				
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*天台的面積為 the area of the roof is	98.901	平方米/ square metres/	1,065	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

\*將不適用者刪去 Delete as appropriate

該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: Flat A, 62/F (with Roof), Tower 7 (7A), The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong  
香港新界沙田車公廟路 18 號柏傲莊 II 第 7 座 (7A) 62 樓 A 單位 (連天台)

(a) 該物業的實用面積為 the saleable area of the Property is	122.854	平方米/ square metres/	1,322	平方呎, 其中—
	2.526	平方米/ square metres/	27	平方呎為露台的樓面面積;
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積;
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積; 及 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 is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*平台的面積為 the area of the flat roof is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*天台的面積為 the area of the roof is	103.769	平方米/ square metres/	1,117	平方呎; square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎; square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

\*將不適用者刪去 Delete as appropriate



該物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 該物業: Flat D, 62/F (with Flat Roof and Roof), Tower 7 (7B), The Pavilia Farm II, 18 Che Kung Miu Road, Sha Tin, New Territories, Hong Kong  
香港新界沙田車公廟路 18 號柏傲莊 II 第 7 座 (7B) 62 樓 D 單位 (連平台及天台)

(a) 該物業的實用面積為 the saleable area of the Property is	112.716	平方米/ square metres/	1,213	平方呎，其中—
	2.278	平方米/ square metres/	25	平方呎為露台的樓面面積；
	1.500	平方米/ square metres/	16	平方呎為工作平台的樓面面積；
	N/A	平方米/ square metres/	N/A	平方呎為陽台的樓面面積；及
				平方呎為 utility platform; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*平台的面積為 the area of the flat roof is	3.780	平方米/ square metres/	41	平方呎； square feet;
*花園的面積為 the area of the garden is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*天台的面積為 the area of the roof is	88.352	平方米/ square metres/	951	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/	N/A	平方呎。 square feet.

\*將不適用者刪去 Delete as appropriate

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

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

在本附表 2，買方根據本臨時合約購買的物業(即該物業)之裝置、裝修物料及設備才適用於本臨時合約。

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

<b>內牆</b> <b>Internal Walls</b>	<p>： 客廳及飯廳之外露牆身： 鬆乳膠漆、鋪砌膠板飾面、金屬及鏡飾面 Living room and dining room, wall where exposed: emulsion paint, plastic laminate, metal and mirror finish</p> <p>睡房之外露牆身： (a) 鬆乳膠漆 (b) 鋪砌膠板飾面(只適用於第 5 座 (5A)，62 樓 A 單位 (睡房 3)) Bedroom(s), wall where exposed: (a) emulsion paint (b) plastic laminate (only applicable to Flat A, 62/F, Tower 5 (5A) (Bedroom 3))</p> <p>儲物房或工作間之外露牆身(如適用)： 鬆乳膠漆 Store room(s) or Utility Room(s), wall where exposed (if applicable): Emulsion paint</p>
<b>內部地板</b> <b>Internal Floor</b>	<p>： 客廳及飯廳： 複合木地板、木腳線、瓷磚及金屬條 Living room and dining room: Engineered timber floor, timber skirting, tiles and metal trimming</p> <p>主人睡房： (a) 複合木地板及木腳線 (b) 瓷磚及金屬條，不適用於： (i) 第5座 (5A)，7樓D單位 (ii) 第5座 (5A)，62樓A單位 (iii) 第5座 (5B)，7樓D單位 (iv) 第6座 (6A)，7樓C單位 (v) 第6座 (6A)，7樓D單位 (vi) 第6座 (6A)，62樓A單位 (vii) 第6座 (6B)，7樓至62樓E單位 (viii) 第7座 (7A)，7樓至62樓D單位 (ix) 第7座 (7A)，7樓至62樓F單位 (x) 第7座 (7A)，62樓A單位 (xi) 第7座 (7B)，7樓A單位 (xii) 第7座 (7B)，7樓至62樓C單位</p> <p>(第5座 (5A及5B) 不設13樓、14樓、24樓、34樓、44樓及54樓，17樓及40樓為庇護層。) (第6座 (6A及6B) 不設13樓、14樓、24樓、34樓、44樓及54樓，17樓及40樓為庇護層。) (第7座 (7A及7B) 不設13樓、14樓、24樓、34樓、44樓及54樓，17樓及40樓為庇護層。)</p>

**Master Bedroom:**

- (a) Engineered timber floor and timber skirting
- (b) Tiles and metal trimming, except for :
  - (i) Flat D, 7/F, Tower 5 (5A)
  - (ii) Flat A, 62/F, Tower 5 (5A)
  - (iii) Flat D, 7/F, Tower 5 (5B)
  - (iv) Flat C, 7/F, Tower 6 (6A)
  - (v) Flat D, 7/F, Tower 6 (6A)
  - (vi) Flat A, 62/F, Tower 6 (6A)
  - (vii) Flats E, 7/F to 62/F, Tower 6 (6B)
  - (viii) Flats D, 7/F to 62/F, Tower 7 (7A)
  - (ix) Flats F, 7/F to 62/F, Tower 7 (7A)
  - (x) Flat A, 62/F, Tower 7 (7A)
  - (xi) Flat A, 7/F, Tower 7 (7B)
  - (xii) Flats C, 7/F to 62/F, Tower 7 (7B)

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 5 (5A & 5B) are omitted, 17/F & 40/F are refuge floor)

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 6 (6A & 6B) are omitted, 17/F & 40/F are refuge floor)

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 7 (7A & 7B) are omitted, 17/F & 40/F are refuge floor)

**睡房:**

- (a) 複合木地板及木腳線
- (b) 瓷磚及金屬條，只適用於：
  - (i) 第 5 座 (5A)，62 樓 A 單位 (睡房 3)

**Bedroom(s):**

- (a) Engineered timber floor and timber skirting
- (b) Tiles and metal trimming, only applicable to :
  - (i) Flat A, 62/F, Tower 5 (5A) (Bedroom 3)

**儲物房(如適用):**

複合木地板及木腳線，只適用於:

- (i) 第 5 座 (5A)，62 樓 A 單位
- (ii) 第 5 座 (5A)，7 樓至 62 樓 B 單位
- (iii) 第 6 座 (6A)，7 樓至 61 樓 B 單位
- (iv) 第 6 座 (6B)，41 樓至 62 樓 C 單位
- (v) 第 7 座 (7B)，7 樓至 62 樓 B 單位

瓷磚及瓷磚腳線，只適用於:

- (i) 第 7 座 (7B)，62 樓 D 單位

(第5座 (5A及5B) 不設13樓、14樓、24樓、34樓、44樓及54樓，17樓及40樓為庇護層。)

(第6座 (6A及6B) 不設13樓、14樓、24樓、34樓、44樓及54樓，17樓及40樓為庇護層。)

(第 7 座 (7A 及 7B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為庇護層。)

**Store room (if applicable):**

Engineered timber floor and timber skirting, only applicable to:

- (i) Flat A, 62/F, Tower 5 (5A)
- (ii) Flats B, 7/F to 62/F, Tower 5 (5A)
- (iii) Flats B, 7/F to 61/F, Tower 6 (6A)
- (iv) Flats C, 41/F to 62/F, Tower 6 (6B)
- (v) Flats B, 7/F to 62/F, Tower 7 (7B)

Tiles and tile skirting, only applicable to:

- (i) Flat D, 62/F, Tower 7 (7B)

	<p>(13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 5 (5A &amp; 5B) are omitted, 17/F &amp; 40/F are refuge floor)  (13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 6 (6A &amp; 6B) are omitted, 17/F &amp; 40/F are refuge floor)  (13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 7 (7A &amp; 7B) are omitted, 17/F &amp; 40/F are refuge floor)</p> <p>工作間(如適用):  瓷磚及瓷磚腳線</p> <p>Utility room (if applicable):  Tiles and tile skirting</p>
<p>內部天花板  Internal Ceiling</p>	<p>: 客廳、飯廳及睡房:  (a) 外露天花髹乳膠漆  (b) 石膏板裝飾橫樑髹乳膠漆(如適用)  Living room, dining room and bedroom(s) :  (a) emulsion paint where exposed  (b) gypsum board bulkhead finished with emulsion paint (if applicable)</p> <p>儲物房或工作間 (如適用):  外露天花髹乳膠漆及石膏板裝飾橫樑髹乳膠漆  Store room(s) or Utility Room(s) (if applicable):  emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint</p>
<p>門  Doors</p>	<p>: 木門配以金屬配件於單位主入口、睡房、廚房、浴室、儲物房(如適用)及工作間(如適用)  Timber doors with ironmongery at main entrance, bedroom(s), kitchen, bathroom(s), store room(s) (if applicable) and utility room(s) (if applicable).</p> <p>鋁框玻璃門於洗手間(如適用)  Aluminum framed glass door at toilet (if applicable)</p> <p>鋁框玻璃門於露台(如適用)、工作平台(如適用)、平台(如適用)及通往天台(如適用)  Aluminum framed glass door at balcony (if applicable), utility platform (if applicable), flat roof (if applicable) and door access to roof (if applicable).</p>
<p>浴室  Bathroom</p>	<p>: 牆壁外露位置: 瓷磚  地板外露位置:  (a) 瓷磚  (b) 金屬條  天花板: 石膏板假天花髹乳膠漆  Wall where exposed: Tiles  Floor where exposed:  (a) Tiles  (b) Metal trimming  Ceiling: Gypsum board false ceiling finished with emulsion paint</p> <p>提供潔具:</p>

	<p>(a) 坐廁  (b) 洗手盆及水龍頭  (c) 廁紙架及掛鉤  (d) 玻璃淋浴間隔及淋浴花灑套裝(如適用)  (e) 浴缸、浴缸水龍頭及毛巾桿(如適用)  (f) 手動捲簾，只適用於：  (i) 第 5 座 (5A)，62 樓 A 單位 (浴室 1)</p> <p>Sanitary fitments are provided:  (a) Water closet  (b) Wash basin with basin mixer  (c) Toilet paper holder and metal hook  (d) Glass shower cubicle and shower mixer (if applicable)  (e) Bathtub with bathtub mixer and towel rail (if applicable)  (f) Manually roller blind, only applicable to:  (i) Flat A, 62/F, Tower 5 (5A) (Bathroom 1)</p>
<p>廚房  Kitchen</p>	<p>: <u>開放式廚房(如適用)</u>  <u>Open kitchen (if applicable)</u></p> <p>牆壁外露位置：膠板飾面及背漆玻璃  地板外露位置：瓷磚  天花板：石膏板假天花髹乳膠漆  灶台：人造石洗滌盆配及水龍頭  Wall where exposed : plastic laminate and colour backing glass;  Floor where exposed : tiles  Ceiling : Gypsum board false ceiling finished with emulsion paint  Cooking bench : Acrylic solid surface sink with sink mixer</p> <p><u>廚房(如適用)</u>  <u>Kitchen (if applicable)</u></p> <p>牆壁外露位置：  瓷磚及背漆玻璃  Wall where exposed :  Tiles and colour backing glass</p> <p>地板外露位置：瓷磚  天花板：石膏板假天花髹乳膠漆  灶台：人造石洗滌盆及水龍頭  Floor where exposed : tiles  Ceiling : Gypsum board false ceiling finished with emulsion paint  Cooking bench : Acrylic solid surface sink with sink mixer</p>
<p>客廳、飯廳及睡房裝置  Living Room, Dining  Room and Bedroom  Fittings</p>	<p>: 設有手動窗紗  Manually operated sheer is provided.</p>
<p>客廳及飯廳裝置  Living Room and Dining  Room Fittings</p>	<p>: 木櫃配膠板飾面，只適用於  (i) 第 5 座 (5A)，7 樓至 61 樓 C 單位  (ii) 第 5 座 (5A)，7 樓至 62 樓 E 單位  (iii) 第 6 座 (6A)，7 樓至 62 樓 C 單位  (iv) 第 6 座 (6A)，7 樓至 62 樓 D 單位  (v) 第 6 座 (6A)，7 樓至 62 樓 E 單位  (vi) 第 6 座 (6B)，7 樓至 39 樓 D 單位  (vii) 第 6 座 (6B)，7 樓至 62 樓 E 單位</p>

- (viii) 第 6 座 (6B), 7 樓至 62 樓 F 單位
- (ix) 第 7 座 (7A), 7 樓至 62 樓 C 單位
- (x) 第 7 座 (7A), 7 樓至 62 樓 D 單位
- (xi) 第 7 座 (7A), 7 樓至 62 樓 E 單位
- (xii) 第 7 座 (7A), 7 樓至 62 樓 F 單位
- (xiii) 第 7 座 (7B), 7 樓至 62 樓 C 單位

木櫃配膠板飾面、木飾面及純素皮革組件，只適用於

- (i) 第 5 座 (5A), 62 樓 A 單位
- (ii) 第 5 座 (5B), 62 樓 A 單位
- (iii) 第 6 座 (6A), 62 樓 A 單位
- (iv) 第 7 座 (7A), 62 樓 A 單位
- (v) 第 7 座 (7B), 62 樓 D 單位

木櫃配膠板飾面，木飾面，玻璃，鋼琴漆飾面，金屬飾面及天然石，只適用於：

- (i) 第 5 座 (5A), 62 樓 A 單位
- (ii) 第 5 座 (5B), 62 樓 A 單位
- (iii) 第 6 座 (6A), 62 樓 A 單位
- (iv) 第 7 座 (7A), 62 樓 A 單位
- (v) 第 7 座 (7B), 62 樓 D 單位

(第 5 座 (5A 及 5B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。)

(第 6 座 (6A 及 6B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。)

(第 7 座 (7A 及 7B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。)

Timber cabinet finished with plastic laminate, only applicable to:

- (i) Flats C, 7/F to 61/F, Tower 5 (5A)
- (ii) Flats E, 7/F to 62/F, Tower 5 (5A)
- (iii) Flats C, 7/F to 62/F, Tower 6 (6A)
- (iv) Flats D, 7/F to 62/F, Tower 6 (6A)
- (v) Flats E, 7/F to 62/F, Tower 6 (6A)
- (vi) Flats D, 7/F to 39/F, Tower 6 (6B)
- (vii) Flats E, 7/F to 62/F, Tower 6 (6B)
- (viii) Flats F, 7/F to 62/F, Tower 6 (6B)
- (ix) Flats C, 7/F to 62/F, Tower 7 (7A)
- (x) Flats D, 7/F to 62/F, Tower 7 (7A)
- (xi) Flats E, 7/F to 62/F, Tower 7 (7A)
- (xii) Flats F, 7/F to 62/F, Tower 7 (7A)
- (xiii) Flats C, 7/F to 62/F, Tower 7 (7B)

Timber cabinet finished with plastic laminate, wooden veneer and vegan leather, only applicable to:

- (i) Flat A, 62/F, Tower 5 (5A)
- (ii) Flat A, 62/F, Tower 5 (5B)
- (iii) Flat A, 62/F, Tower 6 (6A)
- (iv) Flat A, 62/F, Tower 7 (7A)
- (v) Flat D, 62/F, Tower 7 (7B)

Timber cabinet finished with plastic laminate, wooden veneer, glass, high gloss lacquer, metal and natural stone surface, only applicable to:

- (i) Flat A, 62/F, Tower 5 (5A)
- (ii) Flat A, 62/F, Tower 5 (5B)

	<ul style="list-style-type: none"> <li>(iii) Flat A, 62/F, Tower 6 (6A)</li> <li>(iv) Flat A, 62/F, Tower 7 (7A)</li> <li>(v) Flat D, 62/F, Tower 7 (7B)</li> </ul> <p>(13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 5 (5A &amp; 5B) are omitted, 17/F &amp; 40/F are refuge floor)  (13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 6 (6A &amp; 6B) are omitted, 17/F &amp; 40/F are refuge floor)  (13/F, 14/F, 24/F, 34/F, 44/F &amp; 54/F of Tower 7 (7A &amp; 7B) are omitted, 17/F &amp; 40/F are refuge floor)</p>
<b>儲物房裝置</b> <b>Store Room Fittings</b>	: 木櫃配膠板飾面，只適用於 <ul style="list-style-type: none"> <li>(i) 第 7 座 (7B)，62 樓 D 單位</li> </ul> <p>Timber cabinet finished with plastic laminate, only applicable to:  (i) Flat D, 62/F, Tower 7 (7B)</p>
<b>工作間裝置</b> <b>Utility Room Fittings</b>	: 木櫃配膠板飾面，只適用於 <ul style="list-style-type: none"> <li>(i) 第 5 座 (5A)，62 樓 A 單位</li> <li>(ii) 第 5 座 (5B)，62 樓 A 單位</li> <li>(iii) 第 6 座 (6A)，62 樓 A 單位</li> <li>(iv) 第 7 座 (7A)，62 樓 A 單位</li> </ul> <p>Timber cabinet finished with plastic laminate, only applicable to:  (i) Flat A, 62/F, Tower 5 (5A)  (ii) Flat A, 62/F, Tower 5 (5B)  (iii) Flat A, 62/F, Tower 6 (6A)  (iv) Flat A, 62/F, Tower 7 (7A)</p>
<b>其他設備</b> <b>Other Provisions</b>	: 氣體煮食爐或電磁爐、抽油煙機、雪櫃、微波焗爐、熱水爐、抽氣扇、浴室換氣暖風機、分體空調機；  洗衣乾衣機 (不適用於第 5 座 (5A) 62 樓 A 單位、第 5 座 (5B) 62 樓 A 單位、第 6 座 (6A) 62 樓 A 單位、第 7 座 (7A) 62 樓 A 單位及第 7 座 (7B) 62 樓 D 單位)；  酒櫃 (只適用於第 6 座 (6B) 41 樓至 62 樓 C 單位)；  蒸爐、燒烤爐、咖啡機、食物保溫櫃、洗衣機、乾衣機及嵌入式酒櫃 (只適用於第 5 座 (5A) 62 樓 A 單位、第 5 座 (5B) 62 樓 A 單位、第 6 座 (6A) 62 樓 A 單位、第 7 座 (7A) 62 樓 A 單位及第 7 座 (7B) 62 樓 D 單位)  (第 5 座 (5A 及 5B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。) (第 6 座 (6A 及 6B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。) (第 7 座 (7A 及 7B) 不設 13 樓、14 樓、24 樓、34 樓、44 樓及 54 樓，17 樓及 40 樓為底護層。)  Gas hob or induction hob; Cooker hood; Refrigerator; Oven with microwave; Water heater; Exhaust fan; Thermo-ventilator; Split-type Air-conditioner ;  Washing machine and dryer (except for Flat A, 62/F, Tower 5 (5A), Flat A, 62/F, Tower 5 (5B), Flat A, 62/F, Tower 6 (6A), Flat A, 62/F, Tower 7 (7A) and Flat D, 62/F, Tower 7 (7B)) ;

Wine cooler (Only applicable to Flat C, 41/F to 62/F, Tower 6 (6B)) ;

Steam oven, barbecue grille, coffee machine, gourmet warming drawer, freestanding washing machine, heat pump tumble dryer and built-under wine conditioning unit (Only applicable to Flat A, 62/F, Tower 5 (5A), Flat A, 62/F, Tower 5 (5B), Flat A, 62/F, Tower 6 (6A), Flat A, 62/F, Tower 7 (7A) and Flat D, 62/F, Tower 7 (7B))

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 5 (5A & 5B) are omitted, 17/F & 40/F are refuge floor)

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 6 (6A & 6B) are omitted, 17/F & 40/F are refuge floor)

(13/F, 14/F, 24/F, 34/F, 44/F & 54/F of Tower 7 (7A & 7B) are omitted, 17/F & 40/F are refuge floor)

*[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

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 Tender Price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

2. Binding agreement if offer is accepted

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

3. Address for receipt of 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 order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the third 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 and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Tendered Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

**Schedule to the Offer Form**

(To be completed by the Tenderer)

<i>Section 1 - Particulars of the Tenderer</i>			
Name			
ID No. / Passport No. / BR No.			
Address/ Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	Telephone		Fax <span style="width: 25%;"></span>
	Email address		

<i>Section 2 – Tendered Property and Tender Price</i> (* Please delete where inapplicable)				
1	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.
*2	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.

*3	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.
*4	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.

**(Applicable only if the Tenderer has selected more than one (1) of the Properties for Tender)** I/We submit this tender on the condition that I/we wish to be awarded **the tender in respect of only ONE of the Tendered Properties above**. I/We understand that if the tender of any one of the Tendered Properties above is accepted by the Vendor, the tender in respect of the other Tendered Properties would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the Vendor has the absolute discretion to determine whether to accept the tender of any one of the Tendered Properties above, the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

Note

Please read paragraph 2.8 of Part I: Tender Notice of the Tender Document regarding the requirements for submission of cashier order(s) and cheque(s).

**Section 3 – Payment plan**

The Tenderer confirms that the Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows :-

TA1

- A preliminary deposit which is equal 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 (being further deposit) shall be paid within 30 days after the date of Letter of Acceptance.
- 90% of the Purchase Price (being the balance of the Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance, or within 14 days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us, whichever is the earlier.

TA3

- A preliminary deposit which is equal 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 (being further deposit) shall be paid within 30 days after the date of Letter of Acceptance.
- 90% of the Purchase Price (being the balance of the Purchase Price) shall be within 14 days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us .

For details of the gifts, financial advantage or benefits, please refer to Annex 11.

**Section 4 – Channel which Tenderer knows about The Pavilia Farm II**

Please indicate below the channel which the Tenderer knows about The Pavilia Farm II 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 5 – 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 the Personal Information Collection Statement annexed under item of Annex 8. I/We confirm that I/we have read and understand the Terms and Conditions and the Personal Information Collection Statement and agree to be bound by them.

*Section 6 - 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 order(s) and/or cheque(s)
3.  Tenderer's identification documents
4.  Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
  - (1)  Warning to Purchasers (undated)
  - (2)  Personal Information Collection Statement (New World Real Estate Agency Limited) (undated)
  - (3)  Personal Information Collection Statement (MTR Corporation Limited) ("PICS") (undated)
  - (4)  Declaration of Relationship with the Vendor (undated)
  - (5)  Declaration of Relationship with the Owner (undated)
  - (6)  Declaration in Relation to Intermediary (undated)
  - (7)  Acknowledgement Letter Regarding Stamp Duty (undated)
  - (8)  Terms and Conditions of New World CLUB and the Personal Information Collection Statement (dated)
  - (9)  Purchaser's Acknowledgement (Choice of Colour) (undated)
  - (10)  Acknowledgement Letter regarding Built-in Items (undated)

*Section 7 – 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.

**Director(s)**



### 第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及/或支票的地址。接納書在投郵後的第 3 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

### 要約表格的附表

(由投標者填寫)

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

第2節- 投標物業及投標價 (* 請刪去不適用者)				
1	投標物業	座	樓	單位
	投標價 (HK\$)			
	銀行本票 (惟以銀行本票支付的金額最少為 HK\$500,000)	金額 (HK\$)	銀行	本票編號
	支票	金額 (HK\$)		支票編號
*2	投標物業	座	樓	單位
	投標價 (HK\$)			
	銀行本票 (惟以銀行本票支付的金額最少為 HK\$500,000)	金額 (HK\$)	銀行	本票編號
	支票	金額 (HK\$)		支票編號



*3	投標物業	座	樓	單位	
	投標價 (HK\$)				
	銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000)	金額 (HK\$)	銀行	本票編號	
	支票	金額 (HK\$)		支票編號	
*4	投標物業	座	樓	單位	
	投標價 (HK\$)				
	銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000)	金額 (HK\$)	銀行	本票編號	
	支票	金額 (HK\$)		支票編號	

(只適用於投標者已選擇超過一(1)個該等招標物業的情況) 本人/我們提交本投標的前提為本人/我們僅願賣方接受上述該等投標物業的其中一(1)個投標物業的投標。本人/我們明白若賣方接受本人/我們的本投標中任何一個投標物業的投標，本人/我們在本招標文件提交的其他投標物業的投標將不被理會及不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方有絕對酌情權決定是否接受上述該等投標物業的任何一(1)個投標物業的投標，賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

**備註：**

請詳閱招標文件第 1 部份：招標公告第 2.8 段關於遞交銀行本票及支票的要求。

**第 3 節 – 支付辦法**

投標者確認樓價須由買方按以下方式付予賣方：-

TA1

- 為數等於樓價 5%的臨時訂金須於投標書獲賣方接納當日(即接納書的日期)支付。
- 樓價 5%(加付訂金)於接納書的日期後 30 日內支付。
- 樓價 90%(樓價餘額)於接納書的日期後 180 日內支付或於賣方就其有能力將本物業有效地轉讓予本人/我們一事向本人/我們發出通知的日期後的 14 日內支付，以較早者為準。

TA3

- 為數等於樓價 5% 的臨時訂金須於投標書獲賣方接納當日(即接納書的日期)支付。
- 樓價 5%(加付訂金)於接納書的日期後 30 日內支付。
- 樓價 90%(樓價餘額)於賣方就其有能力將本物業有效地轉讓予本人/我們一事向本人/我們發出通知的日期後的 14 日內支付。

有關贈品、財務優惠或利益的詳情，請參閱附件 11。

**第 4 節 – 投標者得知柏傲莊 II 的途徑**

投標者透過以下何種途徑得知柏傲莊 II 及其相關資訊(†請剔一個或多個方格)：-

- †  互聯網
- †  報紙/雜誌, 請指明: \_\_\_\_\_
- †  地產代理
- †  New World CLUB
- †  新世界集團員工,  
請指明 (姓名及相關新世界集團公司的名稱, 如知悉): \_\_\_\_\_
- †  其他

**第 5 節 – New World CLUB 會籍申請(僅適用於現時並非 New World CLUB 會員的個人名義投標者及簽署本招標文件的公司的個人董事)**

本人/我們現申請成為 New World CLUB 的會員及同意賣方、新世界地產代理有限公司及新世界尊尚客戶有限公司為此目的使用載於本招標文件的本人/我們的個人資料。本人/我們獲邀請閱覽載於附件 8 的 New World CLUB 的條款及細則及個人資料收集聲明。本人/我們確認本人/我們已閱讀及理解條款及細則及個人資料收集聲明並同意受它們所約束。

**第 6 節 – 遞交清單**

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1.  招標文件及要約表格已填妥、簽署及填上日期
2.  銀行本票及/或支票
3.  投標者的身份證明文件
4.  中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
  - (1)  對買方的警告(未有填上日期)
  - (2)  收集個人資料聲明(新世界地產代理有限公司)(未有填上日期)
  - (3)  收集個人資料聲明(香港鐵路有限公司)(未有填上日期)
  - (4)  與賣方關係的聲明(未有填上日期)
  - (5)  與擁有人關係的聲明(未有填上日期)
  - (6)  有關中介人的聲明(未有填上日期)
  - (7)  關於印花稅的確認書(未有填上日期)
  - (8)  New World CLUB 條款及細則及《個人資料收集聲明》(已填上日期)
  - (9)  買方確認函(顏色選擇)(未有填上日期)
  - (10)  有關嵌入式物件之確認函(未有填上日期)

**第 7 節 – 關於公司投標者的聲明(不適用於個人投標者)**



附件  
Annex

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

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

1. 對買方的警告 #  
Warning to Purchasers #
2. 收集個人資料聲明 (新世界地產代理有限公司) #  
Personal Information Collection Statement (New World Real Estate Agency Limited) #
3. 收集個人資料聲明 (香港鐵路有限公司) #  
Personal Information Collection Statement (MTR Corporation Limited) #
4. 與賣方關係的聲明 #  
Declaration of Relationship with the Vendor #
5. 與擁有人關係的聲明 #  
Declaration of Relationship with the Owner #
6. 有關中介人的聲明 #  
Declaration in Relation to Intermediary #
7. 關於印花稅的確認書 #  
Acknowledgement Letter Regarding Stamp Duty #
8. New World CLUB 條款及細則及《個人資料收集聲明》 #  
Terms and Conditions of New World CLUB and the Personal Information Collection Statement #
9. 買方確認函(顏色選擇) #  
Purchaser's Acknowledgement (Choice of colour) #
10. 有關嵌入式物件之確認函 #  
Acknowledgement Letter regarding Built-in Items #
11. 贈品、財務優惠或利益的列表  
List of gifts, financial advantage or benefits

**WARNING TO PURCHASER(S) - PLEASE READ CAREFULLY**

**對買方的警告 - 買方請小心閱讀**

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司		
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II <sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認		
The Property 本物業 (* Please delete where inapplicable) (*請刪去不適用者)	Tower 座	Floor 樓	Flat 單位
1			
*2			
*3			
*4			
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			

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

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

我/吾等已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser(s) 買方簽署

**Personal Information Collection Statement (New World Real Estate Agency Limited)**  
**收集個人資料聲明 (新世界地產代理有限公司)**

**Please read the following notes carefully as they contain important information about how we would like to use your personal data.**

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊。

New World Real Estate Agency Limited ("NWREA") wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively "**personal data**") for the purposes of:

新世界地產代理有限公司(「新世界地產代理」)擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

- (i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in THE PAVILIA FARM II by MTR Corporation Limited ("**Vendor**"), Lucrative Venture Limited ("**Developer**"), New World Development Company Limited ("**NWDCL**") and NWREA and protecting their interests in THE PAVILIA FARM II, and monitoring the work of NWREA by the Vendor, the Developer and NWDCL ("**Obligatory Purposes**"); and  
供香港鐵路有限公司(「賣方」)、珽基有限公司(「發展商」)、新世界發展有限公司(「新世界發展」)及新世界地產代理處理與閣下購買柏傲莊 II 的住宅單位及/或停車位有關的所有法律及其他必需的行政事宜並保障前述各方在柏傲莊 II 中的權益，以及供賣方、發展商及新世界發展監察新世界地產代理的工作(「**強制性用途**」)；及
- (ii) sales and direct marketing to you by NWREA, the Developer and/or NWDCL regarding investment opportunities in THE PAVILIA FARM II, including but not limited to the direct marketing to you of the residential units and parking spaces in THE PAVILIA FARM II and conducting marketing, sale and statistical analysis ("**Voluntary Purposes**").  
供新世界地產代理、發展商及/或新世界發展就在柏傲莊 II 的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在柏傲莊 II 的住宅單位及/或停車位的直接促銷，以及進行促銷、銷售及統計分析(「**自願性用途**」)。

Your personal data is required by NWREA for the Obligatory Purposes. If you do not provide your personal data to NWREA for these purposes, NWREA will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in THE PAVILIA FARM II and/or administrative matters relating to the same.

新世界地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予新世界地產代理作此等用途，新世界地產代理將不能夠作出強制性用途，這可能對閣下購買在柏傲莊 II 中的住宅單位及/或停車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish NWREA, the Developer and/or NWDCL to use your personal data for direct marketing in relation to the investment opportunities in THE PAVILIA FARM II including but not limited to the residential units and parking spaces in THE PAVILIA FARM II, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望新世界地產代理、發展商及/或新世界發展使用閣下的個人資料向閣下進行在柏傲莊 II 中的投資機會(包括但不限於在柏傲莊 II 的住宅單位及/或停車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

NWREA may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關此等使用或提供的書面同意，新世界地產代理不得使用或提供閣下的個人資料作自願性用途。

NWREA will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Vendor, the Developer and NWDCL for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Developer and NWDCL who may then use your personal data for the Voluntary Purposes. NWREA will not transfer your personal data to any other person without your consent.

新世界地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) **將會**把閣下的個人資料提供及轉移予賣方、發展商及新世界發展作強制性用途，及 (ii) **如果閣下同意及提供書面同意**，將會把閣下的個人資料提供及轉移予發展商及新世界發展，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，新世界地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require NWREA, the Developer and/or NWDCL at any time to cease using your personal data for the Voluntary Purposes and NWREA, the Developer and/or NWDCL must so cease, without charge.

閣下可隨時撤回閣下的同意並要求新世界地產代理、發展商及/或新世界發展停止使用閣下的個人資料作自願性用途，而新世界地產代理、發展商及/或新世界發展必須在不收費的情況下停止如此使用該等資料。

NWREA will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. NWREA will not retain your personal data if you withdraw your consent and request NWREA to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, NWREA will destroy your personal data as soon as practicable after NWREA is no longer obliged to retain such data by law.

新世界地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求新世界地產代理停止如此使用閣下的個人資料，新世界地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，新世界地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in NWREA's records. To exercise these rights, you may contact NWREA at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在新世界地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與新世界地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding NWREA's policies and practices with respect to personal data and (2) raise general questions and complaints about NWREA's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關新世界地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關新世界地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

New World Real Estate Agency Limited

Address: 3A/F, New World Tower II, 18 Queen's Road Central, Hong Kong (Marked "Confidential")

個人資料私隱主任

新世界地產代理有限公司

地址：香港皇后大道中 18 號新世界大廈二期 3 A 樓 (註明「保密」字樣)

\*\*\*\*\*

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

- By checking this box, I instruct NWREA **NOT** to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer and NWDCL . *(If I do not check this box, I understand that NWREA **will** use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer and NWDCL for the Voluntary Purposes described above.)*
- 本人在此空格加上剔(「✓」)號，即表示本人指示新世界地產代理**不得**使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商及新世界發展。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，新世界地產代理**將會**使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商及新世界發展作上述自願性用途。)

Signature of Applicant: \_\_\_\_\_  
申請人簽署：

Name of Applicant: \_\_\_\_\_  
申請人姓名：

Date: \_\_\_\_\_  
日期：

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



**Personal Information Collection Statement (MTR Corporation Limited) ("PICS")**  
**收集個人資料聲明 (香港鐵路有限公司) (「本聲明」)**

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as "Person so Engaged" 作為「如此聘用的人」)  Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。			
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II  <sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認			
The Property 本物業  (* Please delete where inapplicable) (*請刪去不適用者)		Tower 座	Floor 樓	Flat 單位
	1			
	*2			
	*3			
	*4			
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				

Purchaser 買方：

**1. 閣下的私隱**  
**Your Privacy**

1.1 香港鐵路有限公司 (MTR Corporation Limited) (「港鐵公司」、「我們」或「我們的」) 在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《個人資料(私隱)條例》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

MTR Corporation Limited (香港鐵路有限公司) ("MTR Corporation", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the **Personal Data (Privacy) Ordinance** (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

1.2 請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。

Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

- 1.3 在本聲明內，「**個人資料**」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證、或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況及家庭成員、閣下及家庭成員的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

In this PICS, "**personal data**" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status and family members, the employer of you and your family members, your income) from which it is practicable for the identity of an individual to be ascertained.

- 1.4 如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。  
If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

## 2. 我們將會使用閣下的個人資料作何等用途 Purposes for which we will use your personal data

- 2.1 當閣下與港鐵公司接洽，以購買或租賃在其中一個我們的物業發展項目內的物業時，我們會收集閣下及（如有需要）閣下的家庭成員的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，閣下的個人資料可能會被收集。

We collect the personal data of you and (if necessary) your family members when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

- 2.2 我們可能將閣下的個人資料用作的用途分為**強制性用途**及**自願性用途**。如果個人資料是用作**強制性用途**，閣下**必須向我們提供閣下及（如有需要）閣下的家庭成員的私人資料**。如果個人資料只是用作**自願性用途**，閣下可完全自願決定是否希望向我們提供該資料。

The purposes for which we may use your personal data are divided into **obligatory purposes** and **voluntary purposes**. If personal data is to be used for an **obligatory purpose**, you **MUST provide the personal data of you and (if necessary) your family members to us**. If personal data is only to be used for a **voluntary purpose**, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

- A. 閣下**必須**提供閣下的個人資料所作的用途為：

Purposes for which it is **obligatory** for you to provide your personal data are:

- (a) 磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；  
all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額，以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；  
processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴；  
handling and following up service calls, enquiries and complaints;
- (d) 核實閣下的身份；  
verification of your identity;
- (e) 符合根據(i)對港鐵公司及其附屬公司和相關聯公司(合稱為「**港鐵集團**」)具有約束力的任何法律及(ii)由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；  
complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group**") and (ii) any guidelines, regulations,

codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;

- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及  
enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and
- (g) 與任何上述用途直接有關的用途。  
purposes directly relating to any of the above purposes.

B. 閣下可自願提供閣下的個人資料所作的用途為：  
Purposes for which it is only **voluntary** for you to provide your personal data are:

不適用 Not Applicable

### 3. 披露 Disclosure

3.1 若我們向閣下收集個人資料，我們將會：  
In cases where we do collect personal data from you, we will:

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；  
tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;
- (b) 如屬有關的話，給予閣下機會反對閣下的個人資料被用作某特定用途；及  
where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。  
tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.

3.2 我們將採取所有切實可行的步驟，以保密閣下的個人資料，但我們可向下列人士轉移/轉讓該等資料：  
We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) 如果港鐵公司決定出售其業務的任何相關部分，則向前述出售業務的任何實際或擬定受讓人、承轉人或繼承人；  
if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;
- (b) 向包含我們正在出售及租賃物業之港鐵公司物業發展項目的發展商及擔保或保證發展商就我們的物業發展項目的建築責任的發展商擔保人；  
the developer of our property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of our property development;
- (c) 向港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列出用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三方服務提供者 – 該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們的律師，或者協助我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；  
any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors

acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;

- (d) 根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；  
any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;
- (e) 向閣下已明示同意我們可向其披露閣下的個人資料的其他方。  
to entities to whom you have expressly agreed that we may disclose your personal data .

#### **4. 保安** **Security**

除在上文第 3 段內所述外，閣下的個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的港鐵公司人員或港鐵公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

#### **5. 在法律程序中使用個人資料** **Use of Personal Data in Legal Proceedings**

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

#### **6. 閣下的查閱及改正權利** **Your Right to Access and Correction**

閣下可隨時要求查閱並更正在我們的任何紀錄中與閣下有關係的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在 40 天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete you or your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

7. 個人資料私隱主任  
**Personal Data Privacy Officer**

如欲 (1) 要求 (i) 查閱資料或改正資料，(ii) 索取有關我們在個人資料方面的政策及實務的一般資料，及 (iii) 查詢有關我們持有的個人資料種類，及 (2) 提出一般問題及投訴，應致予以下人士：

個人資料私隱主任  
法律部  
(註明「保密」字樣)  
地址：香港九龍九龍灣德福廣場港鐵總部大樓  
電郵：PDPO@mtr.com.hk

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

Personal Data Privacy Officer  
Legal Department  
(Marked Confidential)  
Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong  
email: PDPO@mtr.com.hk

8. 資料的保留  
**Retention of Data**

我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed.

9. 確認  
**Acknowledgement**

請在下方簽署以示閣下理解及同意以上條文。

Please sign below to indicate your understanding of and agreement to the above provisions.

買方簽署 SIGNATURE OF PURCHASER : \_\_\_\_\_

買方姓名 NAME OF PURCHASER : \_\_\_\_\_

日期 DATE : \_\_\_\_\_

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

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as “Person so Engaged” 作為「如此聘用的人」)		
	Note: “Owner” means the legal or beneficial owner of the residential properties in the Phase, and “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。		
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II		
	<sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認		
The Property 本物業 (* Please delete where inapplicable) (* 請刪去不適用者)		Tower 座	Floor 樓
	1		
	*2		
	*3		
	*4		
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			

We/I hereby confirm that we/I are\*/am\*/are not\*/am not\*:-

- a director of the Owner, or a parent, spouse or child of such a director;
- a manager of the Owner;
- a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- an associate corporation or holding company of the Owner;
- a director of such an associate corporation or holding company, or a parent, spouse, child of such a director; or
- a manager of such an associate corporation or holding company.

We/I also hereby further confirm that we/I are\*/am\*/are not\*/am not\*:-

- a director of the Person so engaged, or a parent, spouse or child of such a director;
- a manager of the Person so engaged;
- a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- an associate corporation or holding company of the Person so engaged;
- a director of such an associate corporation or holding company, or a parent, spouse, child of such a director; or
- a manager of such an associate corporation or holding company.

Remarks:

- Holding company of the Owner: Not applicable
- Holding company of the Person so engaged: New World Development Company Limited
- “Associate corporation” (有聯繫法團), in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- “Subsidiary” (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
- Manager (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap.622);
- Private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap.622).

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

We/I hereby further undertake to notify the Vendor forthwith in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sale and Purchase.

*\*Delete as appropriate*

## Annex4

### 附件 4

吾等/本人茲確認吾等/本人是/不是\*：-

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

吾等/本人茲再進一步確認吾等/本人是/不是\*：-

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

備註：

- 1. 擁有人的控權公司：不適用
- 2. 如此聘用的人的控權公司：新世界發展有限公司
- 3. 「有聯繫法團」(associate corporation)就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；
- 4. 「附屬公司」(subsidiary)指《公司條例》(第 622 章)所指的附屬公司；
- 5. 「經理」(manager)具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；
- 6. 「私人公司」(private company)具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

吾等/本人謹此聲明上述提供資料正確及完整。

吾等/本人茲進一步承諾如吾等/本人在簽立該物業的正式買賣合約或之前就上述情況有任何改變，吾等/本人將即時以書面通知賣方。

\* 刪除不適用者

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。

Signature of Purchaser(s) 買方簽署

--

本表格只作擁有人內部用途。  
This Form is for the Owner's  
internal use only.

與擁有人關係的聲明  
Declaration of Relationship with the Owner

The Owner * 擁有人 *	MTR Corporation Limited 香港鐵路有限公司			
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人。			
Name and Provisional Address^ of the Phase 期數名稱及臨時地址^	THE PAVILIA FARM II, 18 Che Kung Miu Road^, Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號^柏傲莊II			
	^ Subject to confirmation upon completion of the Phase 有待期數落成時確認			
The Property 本物業 (* Please delete where inapplicable) (* 請刪去不適用者)		Tower 座	Floor 樓	Flat 單位
	1			
	*2			
	*3			
	*4			
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				

請於下表中適用的灰色方格內填上「✓」號及所需資料，以確認與擁有人是否有相關關係。

Please fill in the appropriate grey box(es) in the table below with a "✓" together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

		買方編號 Purchaser No.			
		1	2	3	4
A.	本人/我等現確認本人/我等是獨立的第三者，並非擁有人有關連人士。 I/We hereby confirm that I am/ we are independent third party(ies), and am/are not (a) related party(ies) to the Owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	本人/我等現確認本人/我等是擁有人之關連人士。 I/We hereby confirm that I am/we are (a) related party(ies) to the Owner. 本人/我等現進一步確認，本人/我等是： I/We hereby further confirm that I am/we are:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.	擁有人董事 a director of the Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	擁有人董事的父母 a parent of a director of the Owner 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	擁有人董事的配偶 a spouse of a director of the Owner 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	擁有人董事的子女 a child of a director of the Owner 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



5.	擁有人的經理 a manager of the Owner 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	擁有人經理的父母 a parent of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	擁有人經理的配偶 a spouse of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	擁有人經理的子女 a child of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	私人公司 - a private company -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(a) 而擁有人的董事屬其董事或股東 of which a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(b) 而擁有人董事的父母屬其董事或股東 of which a parent of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(c) 而擁有人董事的配偶屬其董事或股東 of which a spouse of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(d) 而擁有人董事的子女屬其董事或股東 of which a child of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(e) 而擁有人的經理屬其董事或股東 of which a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(f) 而擁有人的經理的父母屬其董事或股東 of which a parent of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(g) 而擁有人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(h) 而擁有人的經理的子女屬其董事或股東 of which a child of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.	擁有人的有聯繫法團或控權公司 an associate corporation or holding company of the Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	擁有人的有聯繫法團或控權公司的董事 a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	擁有人的有聯繫法團或控權公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	擁有人的有聯繫法團或控權公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	擁有人的有聯繫法團或控權公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	擁有人的有聯繫法團或控權公司的經理 a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	擁有人的有聯繫法團或控權公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	擁有人的有聯繫法團或控權公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	擁有人的有聯繫法團或控權公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

備註 Remarks :

- 「擁有人的控權公司」：不適用  
“holding company of the Owner”: N/A
- 「有聯繫法團」就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；  
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- 「附屬公司」指《公司條例》（第622章）所指的附屬公司；  
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);

**Annex 5**  
**附件 5**

**TENDERER MUST  
COMPLETE THIS PAGE  
投標者須填妥本頁**

4. 「經理」具有《公司條例》（第622章）第2(1)條給予該詞的涵義；及  
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
5. 「私人公司」具有《公司條例》（第622章）第11條給予該詞的涵義。  
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人／我等謹此聲明上述提供資料正確及完整。

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

本人／我等確認上述資料將根據擁有人的內部程序處理。

I/We acknowledge that the above information will be handled in accordance with the internal procedure of the Owner.

(1) 買方簽署 Signature of the Purchaser

(2) 買方簽署 Signature of the Purchaser

日期 Date : \_\_\_\_\_

日期 Date : \_\_\_\_\_

(3) 買方簽署 Signature of the Purchaser

(4) 買方簽署 Signature of the Purchaser

日期 Date : \_\_\_\_\_

日期 Date : \_\_\_\_\_

**Declaration in Relation to Intermediary**  
**有關中介人的聲明**

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as “Person so Engaged” 作為「如此聘用的人」)		
	Note: “Owner” means the legal or beneficial owner of the residential properties in the Phase, and “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。		
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II		
	<sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認		
The Property 本物業 (* Please delete where inapplicable) (*請刪去不適用者)	Tower 座	Floor 樓	Flat 單位
1			
*2			
*3			
*4			
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			

Please tick  either one 請  兩者其中之一 Without Intermediary 買方沒有中介人

The Purchaser hereby declares that New World Real Estate Agency Limited (“NWREA”), the Vendor and their staff did not and will not collect directly or indirectly any fees or commission from the Purchaser(s) in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person(s) alleging to be the staff or agent of NWREA or the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (ICAC).

買方確認除樓價、更改買賣合約及提供資料、文件副本等手續費外，新世界地產代理有限公司(「新世界地產代理」)、賣方及其職員並無亦不會直接或間接向買方收取樓價其他費用或佣金。買方如遇任何人士以新世界地產代理或賣方僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(ICAC)舉報。

 With Intermediary 買方有中介人

The Purchaser hereby declares that the following Intermediary (whose particulars are as follows) has introduced the Purchaser to New World Real Estate Agency Limited (“NWREA”) (Sales agent of the Vendor) for the purchase of the Property.

買方確認經由以下介紹人(其資料如下)介紹到作為賣方的銷售代理的新世界地產代理有限公司(「新世界地產代理」)購買本物業。

Intermediary 中介人	Name of Estate Agent (地產代理姓名)		H.K.I.D. No./ Passport No. 香港身份證/護照號碼	
	Company Name (地產公司名稱)		Estate Agent's Licence No. 地產代理牌照號碼	

The Purchaser(s) and the Intermediary hereby declare the following:  
買方及中介人確認下列聲明：

**Annex 6**  
**附件 6**

1. NWREA only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Premises. The Intermediary is not the agent of NWREA or the Vendor.  
新世界地產代理只要求中介人及中介人在此確認其身份只是於出售本物業一事中介介紹買方給賣方，中介人並非新世界地產代理或賣方的代理人。
2. The Intermediary did not make any oral or written agreements, promise or warranty or representation on behalf of NWREA or the Vendor. NWREA and the Vendor are not and shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements, promise or warranty or representation made by the Intermediary.  
中介人並無代新世界地產代理或賣方許下任何口頭或書面的協議，承諾，保證或陳述。新世界地產代理及賣方無需為中介人作出的任何協議，承諾，保證或陳述向買方或任何人承擔任何形式的責任。
3. NWREA, the Vendor and their staff did not and will not collect directly or indirectly any fees or commission from the Purchaser(s) or the Intermediary in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person(s) alleging to be the staff or agent of NWREA or the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (ICAC).  
除樓價、更改買賣合約及提供資料、文件副本等手續費外，新世界地產代理，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。買方如遇任何人士以新世界地產代理或賣方僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(ICAC)舉報。
4. NWREA and the Vendor are not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document and Formal Agreement for Sale and Purchase.  
買方與中介人之任何纏綿，一概與新世界地產代理及賣方無關。本物業之買賣交易一切依據招標文件及正式買賣合約進行。

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

如上述之英文及中文文本有任何歧義，一概以英文文本為準。

Signature of the Purchaser  
買方簽署

(If applicable) Signature of the Intermediary  
(如適用) 中介人簽署

**Acknowledgement Letter regarding Stamp Duty**  
**關於印花稅的確認書**

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as “Person so Engaged” 作為「如此聘用的人」)		
	Note: “Owner” means the legal or beneficial owner of the residential properties in the Phase, and “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。		
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II		
	<sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認		
The Property 本物業 (* Please delete where inapplicable) (*請刪去不適用者)	Tower 座	Floor 樓	Flat 單位
1			
*2			
*3			
*4			
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			

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

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

**Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018**  
**《2018年印花稅(修訂)條例》之從價印花稅稅率**

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the “**Ordinance**”) has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《印花稅(修訂)條例2018》(「**2018修訂條例**」)已於2018年1月19日刊憲，法例具有追溯效力至2016年11月5日。2018修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一15%(「**新稅率**」)，以致任何在2016年11月5日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

**Tightening Up of Exemption Arrangement**  
**收緊豁免安排**

- On 11 April 2017, the Government announced the tightening up of the exemption arrangement for Hong Kong permanent residents (“**HKPR**”) under the New Rate. The new arrangement applies to any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property. If a HKPR acquires more than one residential property under a

single instrument signed on or after 12 April 2017, the transaction concerned will no longer be exempted, and will be subject to the AVD at New Rate.

政府於 2017 年 4 月 11 日宣佈收緊新稅率下為香港永久性居民提供的豁免安排。新安排適用於任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書。若香港永久性居民買家在 2017 年 4 月 12 日或以後以一份文書購入多於一個住宅物業，則有關交易將不獲豁免，而須繳付以新稅率計算的從價印花稅。

### **Procedures to be followed by the Purchaser**

#### **買方應遵守的程序**

3. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-  
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).  
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-  
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and  
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.  
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
4. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.  
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

### **Other Matters**

#### **其他事項**

5. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.  
本人/我們確認及知悉，若本人/我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。
6. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.  
本人/我們明白，本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的從價印花稅。
7. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.  
本人/我們知悉及同意，若本人/我們有意申請豁免「買家印花稅」或豁免以新稅率計算從價印花稅(視情況而定)，本人/我們須支付所有就該申請而必需由本人/我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
8. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

**Annex 7**  
**附件 7**

本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

9. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署



## 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:

**Purchaser's Acknowledgement (Choice of Colour)**  
**買方確認函(顏色選擇)**

The Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as "Person so Engaged" 作為「如此聘用的人」)		
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。		
Name and Provisional Address <sup>^</sup> of the Phase 期數名稱及臨時地址 <sup>^</sup>	THE PAVILIA FARM II, 18 Che Kung Miu Road <sup>^</sup> , Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號 <sup>^</sup> 柏傲莊II		
	<sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認		
The Property 本物業 (* Please delete where inapplicable) (*請刪去不適用者)		Tower 座	Floor 樓
	1		
	*2		
	*3		
	*4		
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			

I/We hereby acknowledge that I/we can choose the colour of the following finishes in the Property from the following colours provided that I/we confirm my/our choice of colour of such finishes with the Vendor through The Artisanal Living App on or before 30 November 2021:

- High gloss lacquer finish feature wall of the Wine Cabinet ArtiSaloon:
  - Tulip Orange (default colour);
  - Matcha Green; or
  - Chestnut Grey
- Vegan leather of the shoe cabinet:
  - Tulip Orange (default colour);
  - Matcha Green; or
  - Chestnut Grey

I/We confirm and agree that if I/we do not confirm my/our choice of colour of finishes with the Vendor through The Artisanal Living App on or before 30 November 2021, I/we will accept the default colour of finishes provided by the Vendor and will not raise any objection thereto.

In case of any discrepancy between the Chinese and English text of this letter, the English version shall prevail.

本人/吾等知悉我/吾等可從下述顏色中選擇該物業內下述裝修物料的顏色，惟本人/吾等必須在 2021 年 11 月 30 日或之前將透過 The Artisanal Living App 應用程式向賣方確認該等裝修物料的顏色選擇。

- ArtiSaloon 酒櫃的鋼琴漆飾面:
  - 鬱金香橘 (預設顏色);
  - 雲抹綠; 或
  - 栗蓉灰

**Annex 9**  
**附件 9**

2. 鞋櫃的純素皮革組件：
- 鬱金香橘（預設顏色）；
  - 雲抹綠；或
  - 栗蓉灰

本人/吾等確認及同意如本人/吾等未能在 2021 年 11 月 30 日或之前透過 The Artisanal Living App 應用程式向賣方確認裝修物料的顏色選擇，本人/吾等接受由賣方對裝修物料提供之預設顏色，亦不會因此作出任何反對。

如本函之中英文文本有任何差異，一概以英文文本為準。

SIGNATURE OF THE PURCHASER(S)

買方簽署

**Acknowledgement Letter regarding Built-in Items**  
**有關嵌入式物件之確認函**

<p>The Vendor 賣方</p>	<p>MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) Lucrative Venture Limited 旺基有限公司 (as "Person so Engaged" 作為「如此聘用的人」)</p> <p>Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。</p>			
<p>Name and Provisional Address<sup>^</sup> of the Phase 期數名稱及臨時地址<sup>^</sup></p>	<p>THE PAVILIA FARM II, 18 Che Kung Miu Road<sup>^</sup>, Sha Tin, New Territories, Hong Kong 香港新界沙田車公廟路18號<sup>^</sup>柏傲莊II</p> <p><sup>^</sup> Subject to confirmation upon completion of the Phase 有待期數落成時確認</p>			
<p>The Property 本物業 (* Please delete where inapplicable) (* 請刪去不適用者)</p>		<p>Tower 座</p>	<p>Floor 樓</p>	<p>Flat 單位</p>
<p>Purchaser(s) 買方</p>			<p>H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼</p>	
<p>Date 日期</p>				

I/We, the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are aware of and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property (the "**Preliminary Agreement for Sale and Purchase**"):-

本人/吾等作為該物業之買方，謹此確認在本人/吾等簽署該物業之臨時買賣合約(「**臨時買賣合約**」)前，已知悉並接納以下事項及其所有影響：

1. The item(s) as set out in the Schedule hereto and applicable to the Property (the "**Built-in Item(s)**") will be provided in the Property upon completion of the sale and purchase. The location(s) of the Built-in Item(s) is/are stated in the Schedule.  
本函附表所列並適用於該物業之該等物件(「**嵌入式物件**」)將會於該物業買賣完成後於該物業內提供。該等嵌入式物件的位置如附表內所述。
2. I/We am/are fully aware of the provision of the Built-in Item(s). Without prejudice to my/our rights under the Preliminary Agreement for Sale and Purchase and/or the subsequent agreement for sale and purchase, I/we will not make any objection to or claim against the Vendor in relation to the existence, design, colour or materials of the Built-in Item(s).  
本人/吾等已完全知悉嵌入式物件的提供。在不影響本人/吾等在臨時買賣合約及/或其後的正式買賣合約下的權利下，本人/吾等不會就嵌入式物件的存在、設計、顏色或物料提出任何反對或向賣方作出任何申索。
3. In case of any discrepancy between the Chinese and English text of this letter, the English version shall prevail.  
如本函之中英文文本有任何差異，一概以英文文本為準。

**SCHEDULE**

附表

Applicable to:-

- Flat A on 62/F of Tower 5(5A)
- Flat A on 62/F of Tower 5(5B)
- Flat A on 62/F of Tower 6(6A)
- Flats A on 62/F of Tower 7(7A)

適用於：

- 第 5 座(5A) 62 樓 A 單位
- 第 5 座(5B) 62 樓 A 單位
- 第 6 座(6A) 62 樓 A 單位
- 第 7 座(7A) 62 樓 A 單位

<b>Built-in Item(s)</b> 嵌入式物件	<b>Description</b> 描述	<b>Location</b> 位置
Shoe Cabinet 鞋櫃	Timber cabinet finished with plastic laminate, wooden veneer and vegan leather 木櫃配膠板飾面、木飾面及純素皮革組件	Living Room / Dining Room 客廳 / 飯廳
Wine Cabinet 'ArtiSaloon' 酒櫃 'ArtiSaloon'	Timber cabinet finished with plastic laminate, wooden veneer, glass, high gloss lacquer, metal and natural stone surface 木櫃配膠板飾面、木飾面、玻璃、鋼琴漆飾面、金屬飾面及天然石	Living Room / Dining Room 客廳 / 飯廳
Washing Machine and Tumble Dryer Cabinet 洗衣機及乾衣機櫃	Timber cabinet finished with plastic laminate 木櫃配膠板飾面	Utility Room 工作間

Applicable to:-

- Flat D on 62/F of Tower 7 (7B)

適用於：

- 第 7 座(7B) 62 樓 D 單位

<b>Built-in Item(s)</b> 嵌入式物件	<b>Description</b> 描述	<b>Location</b> 位置
Shoe Cabinet 鞋櫃	Timber cabinet finished with plastic laminate, wooden veneer and vegan leather 木櫃配膠板飾面、木飾面及純素皮革組件	Living Room / Dining Room 客廳 / 飯廳
Wine Cabinet 'ArtiSaloon' 酒櫃 'ArtiSaloon'	Timber cabinet finished with plastic laminate, wooden veneer, glass, high gloss lacquer, metal and natural stone surface 木櫃配膠板飾面、木飾面、玻璃、鋼琴漆飾面、金屬飾面及天然石	Living Room / Dining Room 客廳 / 飯廳
Washing Machine and Tumble Dryer Cabinet 洗衣機及乾衣機櫃	Timber cabinet finished with plastic laminate 木櫃配膠板飾面	Store 儲物房

SIGNATURE OF THE PURCHASER(S)

買方簽署



## 贈品、財務優惠或利益的列表

### List of gifts, financial advantage or benefits

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士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.

1. **雙重柏傲住客車位認購權**

**Double Pavilia Option to purchase Residential Parking Space**

於招標公告附表第 I 部份上設標誌"\*\*\*"的單位的買方可獲認購該期數或其他地政總署署長屆時已發出預售樓花同意書或轉讓同意書的期數內兩個住客車位之權利（“車位認購權”）。買方需依照賣方所訂之時限決定是否購買住客車位及簽署相關買賣合約，逾時作棄權論。本車位認購權不得轉讓。住客車位的價單及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。

The Purchaser of a unit that has a sign "\*\*\*" in Part I of the Schedule to the Tender Notice shall have an option to purchase two residential parking spaces in the Phase or other Phase(s) (in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands) ("Purchase Option"). Each such Purchaser must decide whether to purchase such residential parking space(s) and must enter into relevant sale and purchase agreement(s) within the period as prescribed by the Vendor, failing which that Purchaser will be deemed to have given up the Purchase Option. The Purchase Option is not transferrable. Price List and sales arrangement details of residential parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

以下贈品、財務優惠或利益（「發展商優惠」）由珏基有限公司（「發展商」）提供或安排。香港鐵路有限公司與發展商優惠無關，亦不會就有關發展商優惠的申索承擔任何責任。所有有關發展商優惠的申索及爭議，買方應根據下文直接聯絡發展商或相關提供者（視情況而定）。

The following gift, financial advantage or benefit ("the Developer's Offers") are offered or arranged by Lucrative Venture Limited ("the Developer") to the Purchaser. MTR Corporation Limited is not related to the Developer's Offers and shall not be responsible for any claims in respect of the Developer's Offers. All claims and disputes in respect of the Developer's Offers shall be directed to the Developer or the relevant provider(s) (as the case may be) as prescribed below.

2. **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，買方可於簽署該物業轉讓契日後起計的 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 after the date of the execution of the Assignment of the Property, rectify any defects to 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.

3. **首 1 年家居保險優惠**

**First 1 Year Home Insurance Offer**

以上招標文件所列每個指明住宅物業之買方另可獲贈「合群保險有限公司」提供之為期 1 年之「家居保障計劃」\*，其價值等同不時適用於買方購買的住宅物業的相應年度保險費用，詳情如下：

The Homecare Plus Insurance\* to be provided by Concord Insurance Co. Ltd. will be offered to the Purchaser(s) of each specified residential property as shown in the above Tender Document for a term of one year.

The value of the offer is equivalent to the annual insurance premium from time to time applicable to the residential property purchased by the Purchaser(s) as follows :

住宅物業的實用面積(平方呎) Saleable Area of the residential property (sq. ft.)	價值 (港元) Value (HK\$)
少於 Less than 501'	800
501' - 800'	1,000
801' - 1,000'	1,300
1,001' - 1,500'	1,600

合群保險有限公司保留權利不時調整保險費用而不向買方作事前通知。

Concord Insurance Co. Ltd. reserves the right to adjust insurance premium from time to time without prior notice to the Purchaser(s).

有意申請為期 1 年之「家居保障計劃」之買方須於簽署其臨時買賣合約日期至 2021 年 12 月 31 日期間簽署並遞交相關申請書予「合群保險有限公司」，否則優惠將自動失效，而買方不會因此獲得任何賠償。

To apply for the Homecare Plus Insurance for a term of one year, Purchaser(s) shall sign and return the relevant application form to Concord Insurance Co. Ltd. during the period from the date of the Purchaser(s)'s signing of the preliminary agreement for sale and purchase to 31 December 2021, failing which such offer shall automatically lapse and the Purchaser(s) will not be entitled to any compensation therefor.

**Annex 11**  
**附件 11**

\* 「家居保障計劃」之使用、保障範圍及其他細則乃受限於由「合群保險有限公司」所定相關的條款與條件及其最終決定。詳情請參閱「家居保障計劃」之條款及細則。賣方/發展商並無或不得被視為就「家居保障計劃」條款及條件以及申請之批核狀況作出任何不論明示或隱含之陳述、承諾或保證。

\* Usage, extent of insurance coverage and other details of Homecare Plus Insurance are subject to terms and conditions as determined by Concord Insurance Co. Ltd. and the final decision of Concord Insurance Co. Ltd. For details, please refer to the terms and conditions of the Homecare Plus Insurance. No representation, undertaking or warranty, whether express or implied, is given or shall be deemed to have been given by the Vendor /the Developer in respect of the terms and conditions and the approval status of applications for the Homecare Plus Insurance.

*[贈品、財務優惠或利益的列表完]*  
*[End of List of gifts, financial advantages or benefit]*