Tender No.: 招標號碼: TYH - 01

TENDER DOCUMENT

招標文件

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

公開招標承投購買物業

Tenders are invited for the purchase of those properties in 現招標承投購買

Phase B of The YOHO Hub Development ("The YOHO Hub")^
The YOHO Hub 發展項目的第 B 期(「The YOHO Hub」)^

as set out in any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for Phase B of The YOHO Hub Development ("The YOHO Hub") from time to time (as the same may be revised by the Vendor from time to time) 於任何一份或多份賣方不時發出的 The YOHO Hub 發展項目的第 B 期(「The YOHO Hub」) 外以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業

(unless the property(ies) is(are) previously withdrawn or sold) (已被撤回或出售的物業則除外)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled "Public Tender For The YOHO Hub" placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked "The YOHO Hub".

在招標期間(定義見招標公告),投標書須放入普通信封內,信封面上清楚註明「The YOHO Hub」,放入位於售樓處(定義見招標公告)擺放的標示為「The YOHO Hub 公開招標」的投標箱內。

Vendor 賣方: Yuen Long Property Development Limited 元朗物業發展有限公司

c/o Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited

由新鴻基地產(銷售及租賃)代理有限公司轉交

45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong

香港港灣道 30 號新鴻基中心 45 樓 Enquiry Hotline 查詢熱線: 3119 0008

Vendor's solicitors: 賣方律師: Gallant 何耀棣律師事務所

5/F, Jardine House, 1 Connaught Place, Central, Hong Kong

香港中環康樂廣場1號怡和大廈5樓

Mayer Brown 孖士打律師行

16th – 19th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong 香港中環遮打道 10 號太子大廈 16 樓

至19樓

Sit, Fung, Kwong & Shum 薛馮鄺岑律 師行

25A United Centre, 95 Queensway,

Admiralty, Hong Kong

香港金鐘道 95 號統一中心 25A

Kao, Lee & Yip 高李葉律師行

17/F, Gloucester Tower, The Landmark, Central, Hong Kong

香港中環置地廣場告羅士打大廈 17 樓

Woo Kwan Lee & Lo 胡關李羅律師行

Room 2801 & 3238, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

香港灣仔港灣道30號新鴻基中心2801 室及3238室

Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

CONTENTS 目錄

			Page 頁次
PART 1 第 1 部份	:	TENDER NOTICE 招標公告	1–10
APPENDIX 1 附錄 1	:	EXPLANATORY NOTES TO THE GIFTS, FINANCIAL ADVANTAGE OR BENEFITS 贈品、財務優惠或利益的註釋	12–29
APPENDIX 2 附錄 2	:	"KEEP MONEY LAUNDERING AWAY FROM HONG KONG" LEAFLET 嚴禁清洗黑錢宣傳單張	30–31
PART 2 第 2 部份	:	OFFER FORM(S) 要約表格	32–59
ANNEXES 附件	•		60–107

PART 1: TENDER NOTICE

第1部份:招標公告

1. <u>Definitions</u>

定義

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

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:-

"Acceptance Period" 「承約期間」 means, in respect of each Property for Tender, the period between (i) the Tender Commencement Date and Time and (ii) the date which is the seventh day after the closing date of the tender (both dates inclusive); 就每一個招標物業而言,指由(i)招標開始日期及時間至(ii)招標截止日期後的第七日(包括首尾兩日);

"<mark>Agreement</mark>" 「正式合約」 means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale:

指賣方與買方根據出售條款第5條擬簽訂的本物業 的正式買賣合約;

"Conditions of Sale" 「出售條款」 means the Conditions of Sale set out in the Second Schedule to the Offer Form:

指要約表格附表 2 所列的出售條款;

"Letter of Acceptance" 「接納書」 means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 4.2 of the Tender Notice:

指賣方根據招標公告第 4.2 段接納投標者的投標書的書面通知;

"Offer Form" 「要約表格」 means each of the Offer Forms set out in Part 2 of this Tender Document, but excluding its Annexes other than Annex I;

指本招標文件第2部份的每一份要約表格,但不包括其附件(附件1除外);

"Person so Engaged" 「如此聘用的人」 means Success Keep Limited, i.e. the person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase;

指成協有限公司,即賣方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;

1

"Phase" 「期數」 means Phase B of The YOHO Hub Development 指 The YOHO Hub 發展項目的第 B 期

(Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub");

(The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」);

"Property" 「本物業」 means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the First Schedule to the Offer Form; 指如果及一旦要約表格所載的要約獲得賣方接納時,要約表格附表 1 中指明的投標物業;

"Properties for Tender" 「招標物業」 means all or any of the specified residential properties for sale by tender as set out in the Sales Arrangements; 指銷售安排內列出的所有或任何以招標方式出售的指明住宅物業;

"Purchase Price" 「樓價」 means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the First Schedule to the Offer Form; 指如果及一旦要約表格所載的要約獲得賣方接納時,要約表格附表 1 中訂明的投標價;

"Purchaser" 「買方」 means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; 指中標者,其對投標物業的投標書獲得賣方接納;

"Sales Arrangements" 「銷售安排」 means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time (as the same may be revised by the Vendor from time to time);

指任何一份或多份賣方不時發出的期數以招標方式 出售的銷售安排資料(及賣方不時對其作出修改的 銷售安排資料);

"Sales Office" 「售樓處」 means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements;

就每一個招標物業而言,指載於銷售安排適用於招 標物業的出售地點;

"Tender Closing Date and Time"

「招標截止日期及時間」

means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;

就每一個招標物業而言,指載於銷售安排適用於該 招標物業的招標截止日期及時間;

"Tender Commencement Date and Time"

「招標開始日期及時間」

means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;

就每一個招標物業而言,指載於銷售安排適用於該 招標物業的招標開始日期及時間;

"Tender Document"
「招標文件」

means this Tender Document comprising:-指本招標文件,由以下部份組成:-

- (i) the Tender Notice and the Appendices 招標公告及附錄
- (ii) the Offer Form(s) 要約表格
- (iii) the Annexes to the Offer Form(s); 要約表格附件;

"Tender Notice" 「招標公告」 means the Tender Notice set out in Part 1 of this Tender Document;

指本招標文件第1部份的招標公告;

"Tender Period" 「招標期間」 means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time;

就每一個招標物業而言,指招標開始日期及時間至 招標截止日期及時間的期間;

"Tender Price" 「投標價」 means the price tendered for the Tendered Property as specified in the First Schedule to the Offer Form; 指要約表格附表 1 中訂明投購投標物業的價格;

"Tendered Property" 「投標物業」 means the property specified in the First Schedule to the Offer Form;

指要約表格附表1中訂明的物業;

"Tenderer" 「投標者」 means the person who is specified in the First Schedule to each Offer Form as the tenderer; 指每一份要約表格附表 1 中訂明為投標者的人士;

"Vendor" 「賣方」 means Yuen Long Property Development Limited; 指元朗物業發展有限公司;

"Vendor's solicitors" 「賣方律師」 means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- 指賣方單獨絕對酌情決定下指定的以下任何一家律師行:-

- Gallant 何耀棣律師事務所
- Kao, Lee & Yip 高李葉律師行
- Mayer Brown 子士打律師行
- Woo Kwan Lee & Lo 胡關李羅律師行
- Sit, Fung, Kwong & Shum. 薛馮鄺岑律師行。

2. <u>Procedures of Tender</u> 招標程序

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.

 曹方現按照載於招標文件的條款及細則招標承投購買招標物業。
- 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.

 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 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.

 賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交之投標書。
- 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). Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for the Property for Tender within seven (7) days after the closing date of such previous tender exercise. In such event, the Vendor will reject other offer(s) for the Property for Tender.

賣方保留權利在接納任何投標書之前的任何時間撤回所有或任何招標物業不予出售,或將所有或任何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。雖然某一招標物業可能在某一招標日期仍然可供投標,但因賣方可能會在先前的招標程序完結後的七日內接納該招標物業的先前的投標書,該招標物業可能於該招標日期內的期間變為不再可供出售。如出現此情況,賣方將拒絕接納該招標物業的其他投標要約。

2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document at any time. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender and any property removed from or added to the Properties for Tender. Any modification, amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.

賣方保留權利在任何時間更改任何招標物業的招標截止日期及時間、減少或增加招標物業,以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加。招標文件的任何變更、修訂或修改將會張貼於售樓處。賣方無須就上述更改、變更、修訂或修改另行通知投標者。

2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.

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 Tenderer(s) should submit the tender(s) in accordance with the terms and conditions as set out in this Tender Document and the criteria (if any) set out under the Schedule to the Tender Notice.

- 2.8 The Tenderer(s) should submit his/her/their tender(s) in the following manner:-投標者應按以下方式提交其投標書:-

(i) <u>Tender Document with the Offer Form(s)</u> 招標文件及要約表格

Offer Form (Part 2 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed by the Tenderer(s). For the avoidance of doubt, a Tenderer may submit more than one (1) Offer Form. However, if the offer contained in any Offer Form submitted by a tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the same tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.

就每一個投標物業已由投標者填妥、填上日期及簽署的要約表格(即本招標文件的第2部份)。為免疑問,投標者可提交超過一份要約表格。然而,如果投標者提交的任何要約表格中的要約被賣方接納(又或為了符合載於招標公告附表的準則(如有),投標者多於一份要約表格被賣方接納),則在上述接納日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。

(ii) <u>Cashier's order(s) and cheque(s) (if applicable)</u> 銀行本票及支票(如適用)

In respect of each Tendered Property, one or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and cheque(s) (if applicable) in the total amount equal to 5% of the Tender Price of such Tendered Property and made payable to "GALLANT" Provided That at least HK\$500,000 shall be paid by cashier's order(s).

就每一個投標物業,由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一張或多張銀行本票及支票(如適用),總金額相等於該投標物業投標價的 5%,抬頭寫「何耀棣律師事務所」,惟當中最少港幣 500,000元須以銀行本票支付。

(iii) <u>Tenderer's(s') identification document(s)</u> 投標者的身份證明文件

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

如投標者為個人,組成投標者的每名個人的香港身份證/護照的複印本。

If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s) and copies of the HKID Card/Passport of each director.

如投標者為法團,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及每名董事的香港身份證/護照的複印本。

(iv) <u>Intermediary's licence (if applicable)</u>

中介人的牌照(如適用)

If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate agent(s) appointed by the Tenderer(s).

如投標者已委託地產經紀,投標者委託的地產經紀的牌照複印本。

(v) Annexes to the Offer Form for each Tendered Property duly completed and signed by the Tenderer

由投標者填妥並簽署的每一個投標物業的要約表格附件

- (1) Measurements of the Tendered Property 投標物業的量度尺寸
- (2) Declaration of Relationship with Yuen Long Property Development Limited and Success Keep Limited 與元朗物業發展有限公司及成協有限公司關係的聲明
- Declaration of Relationship with Yuen Long Property Development Limited 與元朗物業發展有限公司關係的聲明
- (4) Declaration of Relationship with MTR Corporation Limited 與香港鐵路有限公司關係的聲明
- (5) Warning to Purchasers 對買方的警告
- (6) Declaration Regarding Intermediary 關於中介人的聲明
- (7) Declaration Regarding No Intermediary 關於並無中介人的聲明
- (8) False Ceiling Height Plan 假天花高度圖
- (9) Acknowledgement Letter Regarding Miscellaneous Matters 關於其他事項的確認書
- (10) Acknowledgement Letter Regarding Cabinet(s) and Curtain(s) 關於櫃及窗簾的確認書
- (11) Fire Safety Provisions, Cabinets and Curtains Plan 消防安全設施、櫃及窗簾圖
- (12) Acknowledgement Letter Regarding Stamp Duty 關於印花稅的確認書
- (13) Acknowledgement Letter Regarding Option to Purchase a Residential Car Parking Space 關於認購住戶停車位的權利的確認書
- (14) Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)
- (16) Personal Information Collection Statement (MTR Corporation Limited) 收集個人資料聲明(香港鐵路有限公司)
- (17) SHKP Club Application Form 新地會申請表格

Please do <u>NOT</u> date any of the documents mentioned in the above sub-paragraph (v) (save and except that if the Tenderer wishes to apply for SHKP Club membership upon tender submission, the SHKP Club Application Form should be dated).

請不要於上述第(v)分段所述的任何文件內填上日期 (但如投標者希望在提交投標書時申請成爲新地會會員,應在新地會申請表格內填上日期)。

(b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**The YOHO Hub**"; and

以上(a)分段所列的各項文件應放入普通信封內,信封面上書明賣方收啓,並清楚註明「The YOHO Hub」;及

(c) placed in the tender box labelled "**Public Tender For The YOHO Hub**" placed at the Sales Office during the Tender Period. 於招標期間放入位於售樓處擺放的標示為「**The YOHO Hub 公開招標**」的投標箱內。

3. <u>Submission of Tender</u> 提交投標

- 3.1 All cashier's order(s) and/or cheque(s) forwarded by the Tenderer(s) will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and cheque(s) (if any) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's 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 Hong Kong correspondence address specified in the Offer Form. 在賣方對收到的投標書作出決定前,所有銀行本票及/或支票均不會予以兌現。如某份投標書獲接納,隨投標書附上的銀行本票及支票(如有)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,按要約表格中指明的香港通訊地址以專人送達或通過郵遞方式退還予落選投標者。
- 3.2 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a corporation, by its director(s) or authorized signatory(ies)) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.

 投標者須(i)親身簽署要約表格及其他文件(如投標者為法團,須由其董事或其獲授權人士簽署),並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件,在此情況下,相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。
 - (b) If the Tenderer is a corporation, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form. 投標者如為法團,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) 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 or return of cashier's order(s) and/or cheque(s). 要約表格中指明的香港通訊地址將會是收取接納投標書信函或退回銀行本票及/或支票的地址。
- 3.3 (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, the Tenderer is not entitled to withdraw and shall not withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period. However, if a Tenderer has submitted more than one (1) Offer Form and if the offer contained in any Offer Form submitted by the Tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the Tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.

作為賣方招標及下文(b)分段所述的承諾的代價,投標書均不可撤銷並構成可由 賣方在承約期間隨時接納投標的正式要約。投標書根據本招標文件的程序一經 遞交,投標者即無權撤回並且不得撤回投標書,直至承約期間終結之前,投標書 都可由賣方隨時接納。然而,如果投標者提交超過一份要約表格及如果投標者提 交的任何要約表格中的要約被賣方接納(又或為了符合載於招標公告附表的準 則(如有),投標者多於一份要約表格被賣方接納),則在上述接納日期之前由 同一投標者提交的其他要約表格將不被理會及不被賣方考慮。

(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.

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。

4. <u>Acceptance of Tender</u> 接納投標

- 4.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property. 投標書如獲接納,中標者即成為本物業之買方。
- 4.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "Letter of Acceptance") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」) 其投標書已被接納,接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第2個工作日視為已經收妥。

4.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the 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.

在接納書的日期後的5個工作日內,買方應簽署由賣方律師擬備的標準格式的正式合約,不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。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出修訂。

4.4 (a) In the event that the Purchaser intends to execute the Agreement by his attorney on his behalf:-

如買方有意以其授權人代表其簽署正式合約:-

- the Vendor's solicitors may not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his own solicitors to act for him; 賣方律師將不可於買賣本物業事宜中代表買方,買方須另聘律師作爲其代表;
- (ii) 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 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

- (iii) the relevant power of attorney is required to be approved by the Vendor and witnessed in the presence of a Hong Kong practising solicitor.
 相關授權書須由賣方事先批准及必須由香港執業律師在場見証簽署。
- All loan applications made to the Person so Engaged's designated financing company, loan documents and ancillary documents (collectively the "Loan Documents") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

所有向如此聘用的人之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

5. <u>Miscellaneous</u> 其他事項

- Tenderers are advised to note that the Vendor and the Person so Engaged 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 Properties for Tender. All enquiries should be directed to Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser. 投標者宜注意,賣方及如此聘用的人只會回答關於招標物業的一般問題,而不會就本招標文件或關於招標物業的法例條文提供法律或其他意見。如有任何查詢,應聯絡新鴻基地產(銷售及租賃)代理有限公司,地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: +(852) 3119 0008)。為免疑問,新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。
- Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Person so Engaged or the Vendor's or the Person so Engaged'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.

 賣方的或如此聘用的人的任何人員或代理或賣方的或如此聘用的人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。任何陳述不得作爲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。
- 5.3 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.

 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的任何種類的改動及/或增加,該投標書將被視為不符合規定的投標書。
- 5.4 In this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.

在本招標文件中,除非文意另有所指,否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別,(ii)凡指單數的字及詞句亦指眾數,而指眾數的字及詞句亦指單數,及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。

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

Schedule to the Tender Notice 招標公告附表

<u>Criteria for Submission of Tender</u> <u>投標書提交準則</u>

None 無

Appendix 1 of the Tender Notice 招標公告的附錄 1

Explanatory Notes to the gifts, financial advantage or benefits 贈品、財務優惠或利益的註釋

- 1. This Appendix aims to set out the key terms and conditions of the gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form. For the avoidance of doubt, it does not mean that the Purchaser shall be entitled to all the gifts, financial advantage or benefits as mentioned in this Appendix. The relevant gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form shall be applicable subject to the terms and conditions governing such gifts, financial advantage or benefits.
 - 本附錄旨在列出要約表格附表 1 的第 4 節內所述的贈品、財務優惠或利益的主要條款及條件。為免疑問,這並不表示買方可以享有本附錄所述的全部贈品、財務優惠或利益。 要約表格附表 1 的第 4 節所述的相關的贈品、財務優惠或利益在符合規限該些贈品、財務優惠或利益的條款及條件下適用。
- 2. All capitalised items in this Explanatory Notes to the gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document. 除非另有定義,招標文件中各用語的定義適用於本贈品、財務優惠或利益的註釋的用語。

Appendix 1.1(a) Standby First Mortgage Loan 附錄 1.1(a) 備用第一按揭貸款

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The key terms of a Standby First Mortgage Loan ("First Mortgage Loan") offered by the Person so Engaged's designated financing company ("designated financing company") are as follows:

如此聘用的人的指定財務機構(『指定財務機構』)提供備用第一按揭貸款(『第一按揭貸款』)之主要條款如下:

(I) The Purchaser makes a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price or (if applicable) not less than 60 days before the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company.

買方於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。

- (II) The maximum amount of the First Mortgage Loan shall be 80% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable.

 第一按揭貸款的最高金額為樓價的80%,惟貸款金額不可超過應繳付之樓價餘額。
- (III) Interest rate for the first 36 months shall be: 首36個月之按揭利率為:
 - (If the amount of the First Mortgage Loan does not exceed 70% of the Purchase Price)
 Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai
 Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 3.5% p.a.; or
 (如第一按揭貸款的金額不超過樓價的70%)

香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減3.5% p.a.; 或

• (If the amount of the First Mortgage Loan exceeds 70% of the Purchase Price, but does not exceed 80% of the Purchase Price)

Hong Kong Dollar Best Lending Rate minus 2.5% p.a., (如第一按揭貸款的金額超過樓價的70%,但不超過樓價的80%)

港元最優惠利率減2.5% p.a.,

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之按揭利率為港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構認可而定。

- (IV) The First Mortgage Loan shall be secured by a first legal mortgage over the Property. 第一按揭貸款以本物業之第一法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser. 本物業只可供買方自住。
- (VI) The maximum tenor of First Mortgage Loan shall be 25 years. 第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments. 買方須以按月分期償還第一按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide

information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。

- (IX) The First Mortgage Loan application shall be approved by the designated financing company independently. 第一按揭貸款申請須由指定財務機構獨立審批。
- (X) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan. 買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XI) All legal documents of First Mortgage Loan shall be handled by the solicitors designated by the designated financing company and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

 所有第一按規貸款注律文件須由指定財務機構指定文律所辦理,並由買方負責有關律師费用及代

所有第一按揭貸款法律文件須由指定財務機構指定之律師辦理,並由買方負責有關律師費用及代 墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師 有關第一按揭貸款的律師費用及代墊付費用。

- (XII) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XIII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan, the approved loan amount, interest rate and the other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額、利率及其他條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成本物業的交易及繳付本物業的樓價全數。
- (XIV) The First Mortgage Loan is subject to other terms and conditions. 第一按揭貸款受其他條款及細則約束。
- (XV) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the First Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

 賣方或如此聘用的人無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。賣 方及如此聘用的人並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款

的批核及/或不批核及/或任何第一按揭貸款相關事官而向賣方及/或如此聘用的人提出任何

申索。

Appendix 1.1(b)Super Second Mortgage Loan附錄 1.1(b)Super 第二按揭貸款

之主要條款如下:

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The key terms of a Super Second Mortgage Loan ("Super Second Mortgage Loan") offered by the Person so Engaged's designated financing company ("designated financing company") are as follows: 如此聘用的人的指定財務機構(『指定財務機構』)提供Super第二按揭貸款(『Super第二按揭貸款』)

(I) The Purchaser makes a written application to the designated financing company for a Super Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price or (if applicable) not less than 60 days before the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company.

買方於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請Super第二按揭貸款。指定財務機構將不會處理逾期貸款申請。

(II) The maximum amount of the Super Second Mortgage Loan shall be 25% of the Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan shall not exceed 75% of the Purchase Price, or the balance of the Purchase Price payable, whichever is lower.

Super第二按揭貸款的最高金額為樓價的25%,惟第一按揭貸款(由第一按揭銀行提供)及Super 第二按揭貸款總金額不可超過樓價的75%,或應繳付之樓價餘額,以較低者為準。

(III) Interest rate for the first 60 months shall be: 首60個月之按揭利率為:

• (If the amount of the Super Second Mortgage Loan does not exceed 20% of the Purchase Price) one month HIBOR plus 1.3% p.a. or Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited ("Hong Kong Dollar Best Lending Rate") minus 2.5% p.a., whichever is lower; or

(如Super第二按揭貸款的金額不超過樓價的20%)

1個月香港銀行同業拆息加1.3% p.a. 或香港上海滙豐銀行有限公司不時報價之港元最優惠利率(『港元最優惠利率』)減2.5% p.a.,以較低者為準;或

• (If the amount of the Super Second Mortgage Loan exceeds 20% of the Purchase Price, but does not exceed 25% of the Purchase Price)

one month HIBOR plus 1.8% p.a. or Hong Kong Dollar Best Lending Rate minus 2.5% p.a., whichever is lower,

(如Super第二按揭貸款的金額超過樓價的20%,但不超過樓價的25%)

1個月香港銀行同業拆息加1.8% p.a. 或港元最優惠利率減2.5% p.a.,以較低者為準,

thereafter at Hong Kong Dollar Best Lending Rate minus 2.5% p.a., subject to fluctuation, provided that interest rate shall not be less than 1% p.a.. One month HIBOR rate shall be as adopted by the designated financing company from time to time and subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之利率為港元最優惠利率減2.5% p.a.,利率浮動,惟利率不可低於1% p.a.。1個月香港銀行同業拆息須為指定財務機構不時所採用之利率,利率浮動。最終利率以指定財務機構認可而定。

- (IV) The Super Second Mortgage Loan shall be secured by a second legal mortgage over the Property. Super第二按揭貸款以本物業之第二法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser. 本物業只可供買方自住。
- (VI) The maximum tenor of Super Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.

Super第二按揭貸款年期最長為25年,或第一按揭貸款(由第一按揭銀行提供)之年期,以較短者為準。

(VII) If the Purchaser early and fully repays the balance of the Super Second Mortgage Loan and repays each instalment on time, the Purchaser shall be entitled to the Early Repayment Allowance ("Early Repayment Allowance"). The Early Repayment Allowance shall be equivalent to 3.5% of the Standard Loan Amount* (if the Purchaser fully repays the balance of the Super Second Mortgage Loan within the second year to the third year); or 3% of the Standard Loan Amount (if the Purchaser fully repays the balance of the Super Second Mortgage Loan within the fourth year); or 2.5% of the Standard Loan Amount (if the Purchaser fully repays the balance of the Super Second Mortgage Loan within the fifth year). The Early Repayment Allowance will be applied by the designated financing company for settlement of the balance of the Super Second Mortgage Loan directly. If the last day of the period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day. For the avoidance of doubt, if the Purchaser fully repays the balance of the Super Second Mortgage Loan within the first year, the Purchaser shall not be entitled to the Early Repayment Allowance.

如買方提前全數償還Super第二按揭貸款餘款,而且準時償還每期供款,買方可獲提前償還津貼(『提前償還津貼』)。提前償還津貼金額相當標準貸款金額*的3.5%(如買方於第2年至第3年內全數償還Super第二按揭貸款餘款);或標準貸款金額的3%(如買方於第4年內全數償還Super第二按揭貸款餘款);或標準貸款金額的2.5%(如買方於第5年內全數償還Super第二按揭貸款餘款)。指定財務機構會將提前償還津貼直接用於償還Super第二按揭貸款餘款。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義),則該日定為下一個工作日。為免疑問,如買方於首年內全數償還Super第二按揭貸款餘款,買方不會獲得提前償還津貼。

- * The Standard Loan Amount is equivalent to the maximum total amount of first mortgage loan (offered by the first mortgagee bank) and the Super Second Mortgage Loan (i.e. 75% of the Purchase Price).
- * 標準貸款金額相當於第一接揭貸款(由第一接揭銀行提供)及Super第二接揭貸款的最高總金額(即樓價的75%)。
- (VIII) The Purchaser shall repay the Super Second Mortgage Loan by monthly instalments. 買方須以按月分期償還Super第二按揭貸款。
- (IX) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。
- (X) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Super Second Mortgage Loan. 第一按揭銀行須為指定財務機構所指定及轉介之銀行,買方並且須首先得到該銀行同意辦理 Super第二按揭貸款。
- (XI) The first mortgage loan application (offered by the first mortgagee bank) and the Super Second Mortgage Loan application shall be approved by the relevant mortgagees independently. 第一按揭貸款申請(由第一按揭銀行提供)及Super第二按揭貸款申請須由有關承按機構獨立審批。
- (XII) All legal documents of the Super Second Mortgage Loan shall be handled by the solicitors designated by the designated financing company and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Super Second Mortgage Loan.

所有Super第二按揭貸款法律文件須由指定財務機構指定之律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關Super第二按揭貸款的律師費用及代墊付費用。

(XIII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Super Second Mortgage Loan.

買方須就申請Super第二按揭貸款支付港幣\$5,000不可退還的申請手續費。

(XIV) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

(XV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Super Second Mortgage Loan. The approval or disapproval of the Super Second Mortgage Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

買方敬請向指定財務機構查詢有關Super第二按揭貸款用途及詳情。Super第二按揭貸款批出與否、 批出貸款金額、利率及其他條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按 正式合約完成本物業的交易及繳付本物業的樓價全數。

- (XVI) The Super Second Mortgage Loan is subject to other terms and conditions. Super第二按揭貸款受其他條款及細則約束。
- (XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Super Second Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Super Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the Super Second Mortgage Loan and/or any matters relating to the Super Second Mortgage Loan.

 賣方或如此聘用的人無給予或視之為已給予任何就Super第二按揭貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與Super第二按揭貸款之安排。買方不得就由於或有關Super第二按揭貸款的批核及/或不批核及/或任何Super第二按揭貸款相關事宜而向賣方及/如此聘用的人提出任何申索。

Note: The banks will, in the course of approving any mortgage, take into account the terms and conditions of the Super Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

備註:銀行會根據香港金融管理局的指引,將Super第二按揭貸款的條款納入銀行的按揭審批考慮。詳 情請向有關銀行查詢。

Appendix 1.1(c) King's Key 附錄 1.1(c) King's Key

 only applicable to the Purchaser who is an individual 只適用於個人名義買方

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the King's Key ("Payment Financing"). Key terms are as follows: 買方可向如此聘用的人的指定財務機構(『指定財務機構』)申請 King's Key(『樓價貸款』),主要條款如下:

- (I) The Purchaser makes a written application to the designated financing company for the Payment Financing not less than 60 days before the date of settlement of balance of Purchase Price or (if applicable) not less than 60 days before the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company. 買方於付清樓價餘額之日或(如適用)正式合約內訂明的期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property: 樓價貸款必須以本物業之第一法定按揭及一個(或以上)香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求:
 - The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a close relative (i.e. spouse, parents (or spouse's parents), children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a close relative of any one of the Purchasers; and 現有物業的業主(或其中一位業主)必須為買方(或買方其中一位)或買方的近親(即配偶、父母(或配偶的父母)、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的近親; 及
 - The title to the Existing Property is good; and 現有物業的業權良好;及
 - The Existing Property is not leased out; and 現有物業沒有出租;及
 - The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage;
 and
 現有物業沒有銀行按揭以外的其他按揭或產權負擔;及
 - The Existing Property is not a village-type house, nor a residential property in a single block with an Occupation Permit issued before 1980, nor property which is subject to alienation restrictions and nor non-estate-type property situated on the outlying islands, etc.; and 現有物業不屬於村屋、1980年前發出入伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等;及
 - The value of the Existing Property must satisfy the following requirement: 現有物業的價值必須符合以下要求:

At the time of application for the Payment Financing: 於申請樓價貸款時:	The designated financing company's (total) valuation of the Existing Property(ies) ("Valuation") 指定財務機構估算現有物業的(總)價值(『估算價值』)			
The Existing Property or (if more than one Existing Property) all Existing Properties does(do) not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	The (total) Valuation of the Existing Property is 50% of the Purchase Price or above 現有物業的(總)估算價值為樓價50%或以上			
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies), is (are) mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property is 70% of the Purchase Price or above 現有物業的(總)估算價值為樓價70%或以上			

Notwithstanding that the above requirements might have been met, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求,指定財務機構保留權利不接受現有物業作為抵押品。

- (III) The Property shall only be self-occupied by the Purchaser. 本物業只可供買方自住。
- (V) The maximum amounts of the Payment Financing are as follows: 樓價貸款的最高金額如下:

Tranche A: for payment of the balance of the Purchase Price A 部份:用於繳付樓價餘額

The (total) valuation of the Existing Property(ies) 現有物業的(總)估算價值	The maximum amounts of the Paymbalance of the Purchase Price 用於繳付樓價餘額的樓價貸款的關 If at least one of the Existing Property is a development of Sun Hung Kai Properties Limited, which was built in or after 1990 如最少一個現有物業為新鴻基地產發展有限公司於1990年或以後落成之發展項目	最高金額 Otherwise			
50% of the Purchase Price or above, but less than 60% of the Purchase Price	85% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase	80% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase			
樓價50%或以上,但少於 樓價60%	Price payable. 樓價的85%,惟貸款金額不可超 過應繳付之樓價餘額。	Price payable.			

60% of the Purchase Price	95% of the Purchase Price,	90% of the Purchase Price,			
or above	provided that the loan amount shall	provided that the loan amount shall			
樓價60%或以上	not exceed the balance of Purchase	not exceed the balance of Purchase			
	Price payable.	Price payable.			
	樓價的95%,惟貸款金額不可超	樓價的90%,惟貸款金額不可超			
	過應繳付之樓價餘額。	過應繳付之樓價餘額。			

Tranche B (if applicable): for repayment of the mortgage loan of the Existing Property B 部份(如適用):用於償還現有物業的按揭貸款

The (total) valuation of the Existing Property(ies) 現有物業的(總)估算價值	The maximum amounts of the Payment Financing for repayment of the mortgage loan of the Existing Property 用於償還現有物業的按揭貸款的樓價貸款的最高金額
70% of the Purchase Price or above, but less than 80% of the Purchase Price 樓價70%或以上,但少於 樓價80%	10% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的10%,惟貸款金額不可超過現有物業的按揭貸款餘額。
80% of the Purchase Price or above, but less than 90% of the Purchase Price 樓價80%或以上,但少於 樓價90%	20% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的20%,惟貸款金額不可超過現有物業的按揭貸款餘額。
90% of the Purchase Price or above 樓價90%或以上	25% of the Purchase Price, provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 樓價的25%,惟貸款金額不可超過現有物業的按揭貸款餘額。

Depending on the different terms of payment under the payment plans, the Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price. The designated financing company will adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).

因應不同付款計劃的支付條款,如買方意欲申請最高貸款金額,可能須提前支付樓價餘額。指定 財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對貸款金額作出調整。

- (VI) The Purchaser is required to provide necessary documents upon request from the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 買方須提供指定財務機構所需文件,包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。買方必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。
- (VII) The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

 賈方須提供足夠文件證明其還款能力(包括每月供款及到期還款)。
- (VIII) The Payment Financing application shall be approved by the designated financing company independently. 樓價貸款申請須由指定財務機構獨立審批。
- (IX) The maximum tenor of the Payment Financing shall be 36 months. 樓價貸款的期限最長為36個月。
- (X) Interest rate shall be 1.68% p.a.. The final interest rate will be subject to approval by the designated financing company.

利率為1.68% p.a.。最終利率以指定財務機構認可而定。

- (XI) The Purchaser shall repay the Payment Financing in the following manner: 買方須以以下方式償還樓價貸款:
 - (a) monthly instalment amount equivalent to (as the case may be): 每月供款相當於(視情況而定):
 - 0.38% of the Purchase Price (if the amount of King's Key is 90% of the Purchase Price or below); or 樓價0.38% (如King's Key的金額為樓價90%或以下); 或
 - 0.5% of the Purchase Price (if the amount of King's Key is over 90% of the Purchase Price)
 樓價0.5% (如King's Key的金額為樓價90%以上)

shall be paid to settle interest first, and the balance shall be applied for repayment of the Payment Financing; and

先用於支付利息,餘款用於償還樓價貸款;及

- (b) fully repay the balance of the Payment Financing and interest on the maturity date. 於到期日,全數償還樓價貸款餘款及利息。
- (XII) The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 1.1(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be: 買方可向指定財務機構申請附錄1.1(d)所述的延續貸款,於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為:

At the time of application for the Payment Financing: 於申請樓價貸款時:	The maximum amount of the Extended Loan 延續貸款的最高金額
The Existing Property or (if more than one Existing Property) all Existing Properties does(do) not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款減去樓價的10%。
The Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is(are) mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor (if any). Please see Appendix 1.1(d) for details. 指定財務機構會因應買方及其擔保人(如有)的信貸評估結果,對貸款金額作出調整。詳情請參閱附錄 1.1(d)。

(XIII) All legal documents of the Payment Financing shall be prepared by the solicitors designated by the designated financing company and signed at the office of the solicitors designated by the designated financing company. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors' relevant costs and disbursements. If the Existing Property is mortgaged, the Purchaser shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors' relevant costs and disbursements.

所有樓價貸款的法律文件須由指定財務機構指定之律師準備,並於指定財務機構指定之律師的辦事處簽署。買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行支付為證明其現有物

業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師,買方須負責其代表律師有關費用及代墊付費用。如現有物業有按揭,買方須自行聘請律師辦理解除按揭手續並支付相關律師費用及代墊付費用。

(XIV) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款 條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

(XV) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount of the loan, interest rate and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額、利率及其他條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成本物業的交易 及繳付本物業的樓價全數。

- (XVI) The Payment Financing is subject to other terms and conditions. 樓價貸款受其他條款及細則約束。
- (XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Payment Financing. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Payment Financing. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or non-approval of the Payment Financing and/or any matters relating to the Payment Financing.

賣方或如此聘用的人均無給予或視之為已給予任何就樓價貸款之安排及批核的陳述或保證。賣方 及如此聘用的人並沒有亦不會參與樓價貸款之安排。買方不得就由於或有關樓價貸款的批核及/ 或不批核及/或任何樓價貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Appendix 1.1(d) Extended Loan 附錄 1.1(d) 延續貸款

- only applicable to the Purchaser who is an individual 只適用於個人名義買方
- (I) The Purchaser makes a written application to the Person so Engaged's designated financing company ("designated financing company") for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (i.e. King's Key as set out in Appendix 1.1(c)). Late loan applications will not be processed by the designated financing company. 買方於有關貸款(即附錄 1.1(c)所述之 King's Key)的到期日前最少 60 日以書面方式向如此聘用的人的指定財務機構(『指定財務機構』)申請延續貸款(『延續貸款』)。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the Extended Loan shall be as mentioned in Appendix 1.1(c). 延續貸款的最高金額請參閱附錄 1.1(c)。
- (III) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.

 延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
- (IV) The Property shall only be self-occupied by the Purchaser. 本物業只可供買方自住。
- (V) The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her/their repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any). The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

 賈方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。賈方及其擔保人(如有)必須提供指定財務機構所要求的
- (VI) The Extended Loan application shall be approved by the designated financing company independently. 延續貸款申請須由指定財務機構獨立審批。
- (VII) The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.

 延續貸款必須一次過全部提取,並只可用於償還有關貸款餘款。
- (VIII) The maximum tenor of the Extended Loan shall be 20 years. 延續貸款年期最長為20年。

資料及文件,否則貸款申請將不會獲處理。

- (IX) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

 利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.,利率浮動。最終利率以指定財務機構審批結果而定。
- (X) The Purchaser shall repay the Extended Loan by monthly instalments. 買方須以按月分期償還延續貸款。
- (XI) All legal documents of the Extended Loan shall be handled by the solicitors designated by the designated financing company and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan. 所有延續貸款的法律文件須由指定財務機構指定之律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關延續貸款的律師費用及代墊付費用。

- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan. 買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.

 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the Extended Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company.

買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額、利率及其他條款,指定財務機構有最終決定權。

- (XV) The Extended Loan is subject to other terms and conditions. 延續貸款受其他條款及細則約束。
- (XVI) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Extended Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Extended Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or non-approval of the Extended Loan and/or any matters relating to the Extended Loan.

賣方或如此聘用的人無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。賣方 及如此聘用的人並沒有亦不會參與延續貸款之安排。買方不得就由於或有關延續貸款的批核及 /或不批核及/或任何延續貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Appendix 1.1(e) 3+2 Years Loan Plan 附錄 1.1(e) 3+2 年貸款計劃

• only applicable to an individual Purchaser who purchases a residential property with saleable area of 800 sq. ft. or above

只適用於購買實用面積為800平方呎或以上的住宅物業的個人名義買方

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the 3+2 Years Loan Plan ("Special Loan"). Key terms are as follows: 買方可向如此聘用的人的指定財務機構(『指定財務機構』)申請 3+2 年貸款計劃(『特別貸款』),主要條款如下:

- (I) The Purchaser makes a written application to the designated financing company for the Special Loan not less than 60 days before the date of settlement of the balance of the Purchase Price or (if applicable) not less than 60 days before the estimated material date for the Phase as specified in the Agreement (whichever is earlier). Late loan applications will not be processed by the designated financing company. 買方於付清樓價餘額之日或(如適用)正式合約內訂明的該期數的預計關鍵日期(以較早者為準)前最少60日以書面向指定財務機構申請特別貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The Special Loan shall be secured by a first legal mortgage over the Property. 特別貸款必須以本物業之第一法定按揭作為抵押。
- (III) The Property shall only be self-occupied by the Purchaser. 本物業只可供買方自住。
- (V) The total value ("total value") of **[(a) the average financial assets value]** and **[(b) the average annual income]** of the Purchaser and the guarantor (if any) shall be at least 30% of the Purchase Price, where the value of (b) the average annual income can be taken into account up to 15% of the Purchase Price. 買方及擔保人(如有)的**[(a) 平均金融資產價值]**及**[(b)平均每年入息]**的總值(『總值』)必須不少於 樓價的 30%,其中(b)平均每年入息的總值最高可計算入樓價的 15%。

The above "average financial assets value" refers to the average value of the financial assets (see note below) of the Purchaser and his/her guarantor (if any) in the following periods:

上述『平均金融資產價值』指買方及其擔保人(如有)的金融資產(見以下備註)於以下時期的平均價值:

- the 2 months before the date of the Letter of Acceptance; and 於接納書的日期前的2個月;及
- the 2 months before the application of the Special Loan. 申請特別貸款前的2個月。

Note: "The financial assets" only counts in the following types of financial assets held in the personal name of the Purchaser and his/her guarantor (if any), but excluding the financial assets held in the name of a company:

備註: 『金融資產』只計算以買方及其擔保人(如有)的個人名義持有的以下類別金融資產, 並不包括以公司名義持有的金融資產:

the financial assets (including Hong Kong dollar and foreign currency deposit, securities, bond and unit trust only) placed in Hong Kong licensed banks after deducting related credit facilities; and 方的於季港技陶銀行的全融资源(口句托法敝及从敝方势、资券、债券及開价信

存放於香港持牌銀行的金融資產(只包括港幣及外幣存款、證券、債券及單位信託基金)扣除相關授信額度;及

• the financial assets placed in a cash account in a registered institution under the Securities and Futures Commission (SFC) in Hong Kong. For the avoidance of doubt, the financial assets placed in a margin account are excluded. 存放於香港證券及期貨事務監察委員會(證監會)的註冊機構的現金戶口內的金融資產。為免疑問,不包括孖展戶口內的金融資產。

Subject to the status of each financial asset, the designated financing company may adjust the calculated value.

按個別金融資產情況,指定財務機構可能會調整其計算價值。

Notwithstanding satisfaction of the above requirements, the designated financing company reserves the right (a) not to accept all or a part of the relevant financial assets; and (b) request the Purchaser and his/her guarantor(s) (if any) to provide more proof of financial assets. 儘管符合上述要求,指定財務機構保留權利(a)不接受全部或部份有關金融資產;及(b)要求買方及其擔保人(如有)提供更多的金融資產證明。

The above "average annual income" only calculates the income (i.e. income before deduction of allowances) of the Purchaser and his/her guarantor (if any) according to Hong Kong Tax Demand Notes for the last 2 years.

上述『平均每年入息』只計算買方及其擔保人(如有)的最近2年的香港稅單的入息(即扣減免稅額前的入息)。

- (VI) The Purchaser and his/her guarantor (if any) shall provide sufficient document proofs (including without limitation, proof of employment, Hong Kong Tax Demand Note for the last 2 years, proof of financial assets and proof of source of funds) and other necessary documents upon request from the designated financing company, including without limitation, credit report and/or banking record. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any).
 - 買方及其擔保人(如有)須提供足夠證明文件(包括但不限於工作證明、最近2年的香港稅單、金融 資產證明及資金來源證明)及指定財務機構所需的其他文件,包括但不限於在指定財務機構要求 下提供信貸報告及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估, 及會因應買方及其擔保人(如有)的信貸審查及評估結果,對貸款金額作出調整。
- (VII) The maximum amount of Special Loan shall be 80% of the Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. 特別貸款的最高金額為有關付款計劃所述之樓價的80%,惟貸款金額不可超過應繳付之樓價餘額。
- (VIII) The Purchaser is required to provide the funding arrangement for repayment and provide the relevant documents. The Purchaser and his/her guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed. 買方須提供還款資金安排,並提供相關文件證明。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件,否則貸款申請將不會獲處理。
- (IX) The Special Loan shall be approved by the designated financing company independently. 特別貸款申請須由指定財務機構獨立審批。
- (X) The Special Loan shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price.
 特別貸款必須一次過全部提取,並只可用於繳付樓價餘額。
- (XI) The maximum tenor of the Special Loan shall be 5 years. 特別貸款的期限為5年。
- (XII) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company. Subject to the Purchaser complying with the requirement as mentioned in paragraph (III), if the Purchaser duly repays the Special Loan according to the manner as mentioned in paragraph (XV) or early fully repays the balance

of the Special Loan and having paid each prior instalment and (if applicable) the Last 2 Years Loan Handling Fee as mentioned in paragraph (XIV)(B) on time, then interest on the Special Loan will be waived.

利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.,利率浮動,最終利率以指定財務機構認可而定。在買方遵守第(III)段所述的要求的前提下,如買方按第(XV)段所述的方式準時償還特別貸款或提前全數償還特別貸款餘款而且已準時償還之前的每期供款及(如適用)第(XIV)(B)段所述的尾2年貸款手續費,將獲豁免貸款利息。

- (XIII) The Purchaser shall pay HK\$10,000 being the non-refundable application fee for the Special Loan. 買方須就申請特別貸款支付港幣\$10,000不可退還的申請手續費。
- (XIV) The Purchaser shall pay the below Loan Handling Fee for the Special Loan: 買方須就申請特別貸款支付以下貸款手續費:
 - (A) The First 3 Years Loan Handling Fee 首3年貸款手續費

The Purchaser shall pay the First 3 Years Loan Handling Fee ("First 3 Years Loan Handling Fee") before drawdown of the Special Loan. The amount of the First 3 Years Loan Handling Fee is as follows:

買方須於提取特別貸款前支付首3年貸款手續費(『首3年貸款手續費』)。首3年貸款手續費的金額如下:

The amount of the Special Loan	The amount of the First 3 Years Loan Handling		
特別貸款金額	Fee		
	首3年貸款手續費的金額		
Not higher than 70% of the Purchase	0.5% of the amount of the Special Loan		
Price	特別貸款金額的0.5%		
不高於樓價70%			
Higher than 70% of the Purchase Price	1% of the amount of the Special Loan		
but not higher than 75% of the Purchase	特別貸款金額的1%		
Price			
高於樓價70%,但不高於樓價75%			
Higher than 75% of the Purchase Price	1.5% of the amount of the Special Loan		
but not higher than 80% of the Purchase	特別貸款金額的1.5%		
Price			
高於樓價75%,但不高於樓價80%			

If the Purchaser early and fully repays the balance of the Special Loan and repays each instalment on time, the Purchaser shall be entitled to the refund of part of the First 3 Years Loan Handling Fee according to the table below. If the last day of the period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

如買方提前全數償還特別貸款餘款,而且準時償還每期供款,買方可按以下列表,獲退回部份首3年貸款手續費。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第2(1)條所定義),則該日定為下一個工作日。

Date of Full Repayment of the Special	The amount of the refunded part of the First 3				
Loan	Years Loan Handling Fee				
全數償還特別貸款餘款日期	退回部份首 3 年貸款手續費的金額				
Within the first 3 years	50% of the First 3 Years Loan Handling Fee				
首 3 年內	首 3 年貸款手續費的 50%				

The designated financing company will apply the refunded part of the First 3 Years Loan Handling Fee for settlement of the balance of the Special Loan directly.

指定財務機構會將退回部份首3年貸款手續費直接用於償還特別貸款餘款。

(B) The Last 2 Years Loan Handling Fee 尾2年貸款手續費

The Purchaser shall pay the non-refundable Last 2 Years Loan Handling Fee ("Last 2 Years Loan Handling Fee") within the first 90 days of the fourth year after drawdown of the Special Loan. If the Purchaser fully repays the balance of the Special Loan and (if any) interest within 3 years after drawdown of the Special Loan, the Purchaser are not required to pay the Last 2 Years Loan Handling Fee. The amount of the Last 2 Years Loan Handling Fee is as follows: 買方須於提取特別貸款後第4年的首90日內支付不可退還的尾2年貸款手續費(『尾2年貸款手續費』)。如買方於提取特別貸款後3年內全數償還特別貸款餘款及(如有)利息,則買方不須支付尾2年貸款手續費。尾2年貸款手續費的金額如下:

The balance of the Special Loan as at the last day of the 3rd year 特別貸款於第3年的最後一日的餘款	The amount of the Last 2 Years Loan Handling Fee 尾2年貸款手續費的金額
Not higher than 60% of the Purchase Price	2% of the balance of the Special Loan
不高於樓價60%	特別貸款餘款的2%
Higher than 60% of the Purchase Price but not higher than 65% of the Purchase Price 高於樓價60%,但不高於樓價65%	2.5% of the balance of the Special Loan 特別貸款餘款的2.5%
Higher than 65% of the Purchase Price	3% of the balance of the Special Loan
高於樓價65%	特別貸款餘款的3%

- (XV) The Purchaser shall repay the Special Loan in the following manner:- 買方須以以下方式償還特別貸款:
 - (A) repay the principal by monthly instalments of an amount equivalent to 0.38% of the Purchase Price; and 每月償還相當於樓價0.38%的本金金額;及
 - (B) fully repay the balance of the Special Loan and (if any) interest on the maturity date. 於到期日,全數償還特別貸款餘款及(如有)利息。
- (XVI) All legal documents of the Special Loan shall be handled by the solicitors designated financing company and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Special Loan. 所有特別貸款的法律文件須由指定財務機構指定之律師辦理,並由買方負責有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師,在此情況下,買方亦須負責其代表律師有關特別貸款的律師費用及代墊付費用。
- (XVII) In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.
 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果,對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XVIII) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement. 買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額及其他條款,指定財務機構有最終決定權。不論審批結果如何,買方仍須按正式合約完成本物業的交易及繳付本物業的樓價全數。
- (XIX) The Special Loan is subject to other terms and conditions. 特別貸款受其他條款及細則約束。

(XX) No representation or warranty is given or shall be deemed to have been given by the Person so Engaged or the Vendor as to the arrangement and the approval of the Special Loan. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Special Loan. The Purchaser shall have no claims whatsoever against the Person so Engaged and/or the Vendor as a result of or in connection with the approval and/or disapproval of the Special Loan and/or any matters relating to the Special Loan.

如此聘用的人或賣方無給予或視之為已給予任何就特別貸款之安排及批核的陳述或保證。如此聘用的人及賣方並沒有亦不會參與特別貸款之安排。買方不得就由於或有關特別貸款的批核及/或不批核及/或任何特別貸款相關事宜而向如此聘用的人及/或賣方提出任何申索。

Appendix 2 of the Tender Notice 招標公告附錄 2

"Keep Money Laundering Away from Hong Kong" Leaflet

嚴禁清洗黑錢宣傳單張

to other parties?

Keep Money Laundering

Lawyers and Public to Play Key Roles from Hong Kong

obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the To support Hong Kong in fulfilling its international public in providing the following information before conducting transactions:

For Individuals

- Identification documents such as identity cards,
 - passports or travel documents
 - Address proof

Particulars of occupation or business

- Documents of legal status such as Certificates of Incorporation and Business Registration For Corporations
- Identification documents of directors or persons

 - Details of the beneficial ownership or giving instructions Board resolution control structure

complex or larger transactions. The new measures Lawyers will also need information on the nature, purpose, and source of funding for the transactions More detailed information may be required for more

The requirement for lawyers to obtain client identification and gather information represents the

disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Question

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is

What is meant by suspicious transaction?

or unusually large transactions.

suspicious. Examples of suspicious transactions are

Additional information may be necessary for complex

lawyers to request information for identification and Why does the Law Society of Hong Kong require verification from their clients? The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfill its international obligations as a member of the Financial terrorist financing. Hong Kong has been a member of standards and policies against money laundering and Action Task Force on Money Laundering, an intergovernmental policy-making body that sets international the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect

What if I do not want to disclose my information?

Unusual settlement requests

Unusual instructions

A secretive entity

those involving-

Apart from requesting identification information, will my lawyer ask me further questions?

Lawyers may ask further questions depending on the For instance, if you are buying a real property, they will ask you-

suspicious money laundering or terrorist financing activities, they will be required by law to report the

same to the law enforcement authorities.

- What is your relationship with the intended owner (if you do not intend to be the registered owner)? What is the purpose of the transaction?

A secretive entity

Unusual instructions

>

Unusual settlement requests

egal community's commitment to supporting the combat against money laundering and terrorist financing - an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assista

members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing By providing lawyers with the required information, Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the

administration of estates, but all business dealings conducted between lawyers and their clients, including litigation. Client information provided to enforcement authorities as a lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law statutory obligation. Failure to





[End of Part 1: Tender Notice] [第1部份:招標公告完]

PART 2: OFFER FORM

第2部份:要約表格

To: The Vendor

致: **賣**方

1. <u>Offer</u>

要約

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

本人/我們(其名稱與地址載於本要約表格附表 1),即投標者,現不可撤銷地提出要約以本要約表格附表 1 中指明的投標價購買投標物業,並受招標文件及本要約表格附表 2 中的出售條款的條款及細則所約束。

2. Binding agreement if offer is accepted

如要約獲接納將構成有效協議

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 Offer Form together with the Vendor's written acceptance thereof shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Offer Form.

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,本要約表格 連同賣方的書面承約將構成本人/我們與賣方之間按照載於本要約表格的條款及細則 訂立的一份具約束力的協議。

3. Address for receipt of Letter of Acceptance

收取接納書的地址

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

本人/我們同意於本要約表格附表 1 中指明的香港通訊地址將作為收取接納書或退回銀行本票及/或支票的地址。接納書在投郵後的第2個工作日視為已經正式收到。

4. Declarations, representations and warranties

聲明、陳述及保證

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

本人/我們現聲明、陳述及保證如下:

(a) The information specified in the First Schedule to this Offer Form is in all respects true and accurate in so far as it is within my/our knowledge.
本要約表格附表 1 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) The Vendor, the Person so Engaged and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (if any) any fees or commission in addition to (i) the Purchase Price of the Property, (ii) cost for provision of any information or any copy documents. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

賣方、如此聘用的人及其職員並無亦不會直接或間接向買方或中介人(如有)收取除(i)本物業樓價、(ii)提供任何資料或任何副本文件的手續費外的任何費用或佣金。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買本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. (Only applicable if I/we have submitted any Offer Form(s) (such Offer Form(s) not having been previously disregarded by the Vendor) in addition to this Offer Form) I/We submit this Offer Form on the condition that, unless this Offer Form is submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice, I/we wish to be awarded the tender by the Vendor under one Offer Form only. I/We understand that if the tender of this Offer Form is accepted by the Vendor, the tender under any other Offer Form(s) submitted by me/us (except Offer Form(s) submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice) would be disregarded and will not be considered or accepted by the Vendor.

(只適用於本人/我們已提交本要約表格以外的任何要約表格(該等要約表格並未先前被賣方處作不被理會)的情況)本人/我們提交本要約表格的前提為本人/我們僅願賣方接納其中一份要約表格的投標,除非本要約表格是提交以符合載於招標公告附表的準則(如有)。本人/我們明白若賣方接納本要約表格的投標,本人/我們提交的任何其他要約表格(為符合載於招標公告附表的準則(如有)而提交的要約表格除外)的投標將不被理會及不被賣方考慮或接納。

- 6. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein. 除非在本要約表格中另有定義,否則招標公告中定義的詞語用於本要約表格時具有相同意思。
- 7. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Offer Form.

本人/我們授權賣方完成連同本要約表格遞交的文件中的細節(現在留白)(如有)。

TENDERER MUST COMPLETE THIS PAGE 投標人須填妥本頁

First Schedule to the Offer Form 要約表格附表 1

Tenderer's Information and Tendered Property 投標者資料及投標物業

(To be completed by the Tenderer of each Tendered Property) (由每一個投標物業的投標者填寫)

Section 1—Particulars of the Tenderer 第1節—投標者的資料								
Name								
名稱								
HKID No./Passport No.	./BR No.							
香港身份證/護照/商	 新業登記證	號碼						
Address/Registered offi								
地址/註冊辦事處(芽								
Hong Kong correspond	dence addr	ess (if						
different from above)	/ t-rht t							
香港通訊地址(英文))(如與上	血 个						
同)								
Contact details	Name							
聯絡資料	聯絡人			ı				
	Telephone	•			Fax			
	電話				傳真			
Section 2–Tendered Prop	perty							
第2節—投標物業								
Tower		Floor	Fla					
座數		婁層	單位					
Section 3–Tender Price								
第3節-投標價								
Tender Price (HK\$)								
投標價(港幣)								
Cashier's order(s) and o					e amount of	5% of	the Tender Price)	
銀行本票及支票(如金						I ~ .		
Cashier's order(s)*		Amount (HK\$) Bank				hier's order no.		
銀行本票*	金額	金額(港幣) 銀行		銀行	Ţ		具號碼	
Cheque(s) Amount (HK			t)	Donle		Cha	ana no	
* ` '		imi (HK) (港幣)	*			Cheque no. 支票號碼		
支票 金		(心管)		业以1月		又示	マングルで	
						1		
* Provided that at least H	IK\$500.000	shall be	naid by	cachier's ord	ler(c)	•		

^{*}惟當中最少港幣\$500,000 須以銀行本票支付

Section 4—Payment plan 第4節—支付辦法

The Tenderer must choose one of the following payment plans. (*please tick one payment plan only)

投標者須選擇下列其中一種付款計劃。 (*請只剔一種付款計劃)

*□ 270 Days Payment Plan (TB1) 270 日付款計劃 (TB1)

Terms of Payment

支付條款

The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows—

本物業的樓價須由買方按以下方式支付予賣方—

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.

 加付訂金即樓價 5%於接納書的日期後 120 日內繳付,或於賣方就其有能力將該期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付,以較早者為準。
- 90% of the Purchase Price (balance of Purchase Price) shall be paid within 270 days after the date of the Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier. 樓價 90%(樓價餘額)於接納書的日期後 270 日內繳付,或於賣方就其有能力將該期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的14日內繳付,以較早者為準。

List of the gifts, financial advantage or benefits

贈品、財務優惠或利益的列表

1. Loan Benefit

貸款優惠

The Purchaser may apply for <u>ONLY ONE</u> of the following loan benefits from the Person so Engaged's designated financing company:

買方可向如此聘用的人的指定財務機構申請以下其中一項貸款優惠:

(a) **Standby First Mortgage Loan** 備用第一按揭貸款

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

Please see Appendix 1.1(a) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(a)。

(b) Super 第二按揭貸款

Super Second Mortgage Loan

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

Please see Appendix 1.1(b) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(b)。

(c) King's Key King's Key

• only applicable to the Purchaser who is an individual 只適用於個人名義買方

Please see Appendix 1.1(c) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(c)。

(d) 3+2 Years Loan Plan 3+2 年貸款計劃

• only applicable to an individual Purchaser who purchases a residential property with saleable area of 800 sq. ft. or above 只適用於購買實用面積為 800 平方呎或以上的住宅物業的個人名義買方

Please see Appendix 1.1(e) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(e)。

2. First 3 Years Warranty Offer 首 3 年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of issuance of the certificate of compliance or consent to assign in respect of the Phase (whichever is earlier) rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下,凡該物業有欠妥之處,買方可於該期數的滿意紙或轉讓同意書發出日(以較早者計)起計 3 年內向如此聘用的人發出書面通知,如此聘用的人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。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person (excluding the Person so Engaged); and the landscaping and potted plants (if any).

為免疑問,首3年保修優惠不適用於該欠妥之處由正常損耗、任何人(不包括如此聘用的人)之行為或疏忽造成;及園景及盆栽(如有)。

The First 3 Years Warranty Offer is subject to other terms and conditions. 首 3 年保修優惠受其他條款及細則約束。

3. Offer of Residential Car Parking Space(s) 住戶停車位優惠

(a) The Purchaser of a residential property listed in the following table is entitled to have an option to purchase one residential car parking space in the Phase or other phase(s) of The YOHO Hub Development in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands. The Purchaser can exercise his/her/its option to purchase residential car parking space in accordance with time limit and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor. The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same phase as the residential property that the Purchaser is purchasing.

選購下表內之住宅物業之買方,可享有認購期數或其他地政總署署長已發出預售樓花同意書或轉讓同意書的 The YOHO Hub 發展項目期數內的一個住戶停車位的權利。買方可根據賣方日後公佈的住戶停車位之銷售安排所規定的時限及方法行使其認購住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。

Block Name	Floor	Unit
大廈名稱	樓層	單位
Tower 3	12/F, 17/F, 20/F, 23/F &	A
第3座	28/F	
	12樓、17樓、20樓、	
	23 樓及 28 樓	

- (b) If the Purchaser does not exercise the option to purchase residential car parking space in accordance with time limit and manner prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor, the option to purchase residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
 - 如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利,其認購住戶停車位的權利將會自動失效,買方不會為此獲得任何補償。
- (c) The price and sales arrangements details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later. 住戶停車位的售價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。
- (d) The Offer of Residential Car Parking Space(s) is subject to other terms and conditions. 住戶停車位優惠受其他條款及細則約束。

4. SHKP Club Member Gift Offer 新地會會員置業有禮優惠

(a) If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to gift certificate(s) of YATA with a total value of HK\$1,000 (the "Gift").

如買方為新地會會員(即在付清樓價餘額之日或之前,最少一位個人買方(如買方是以個人名義)或最少一位買方之董事(如買方是以公司名義)須為新地會會員),

買方在按正式合約付清樓價餘額的情況下,可獲總值港幣\$1,000之一田禮券(『該禮品』)。

(b) The Gift (including the use and validity period thereof, etc.) is subject to the relevant terms and conditions. The Vendor, the Person so Engaged and SHKP Club Limited shall not be responsible for any direct or indirect liabilities or losses in connection with the Gift.

該禮品(包括其使用方法及期限等)受有關條款及條件約束。賣方、如此聘用的人 及新地會有限公司不會就該禮品承擔任何直接或間接的責任或損失。

- (c) Subject to satisfaction of the requirements stated in paragraph (a) above, in respect of each residential property, the Gift shall be offered once only. 在符合上述(a)段規定的前提下,就每個住宅物業只可獲一份禮品。
- (d) The Person so Engaged reserves the right to replace the Gift with other equivalent gift/voucher.

如此聘用的人有權以其他等值禮品/禮券取代該禮品。

Terms of Payment

支付條款

The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows—

本物業的樓價須由買方按以下方式支付予賣方—

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance, or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser, whichever is earlier.

 加付訂金即樓價 5%於接納書的日期後 120 日內繳付,或於賣方就其有能力將該期數

加付訂金即樓價 5%於接納書的日期後 120 日內繳付,或於賣方就其有能力將該期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付,以較早者為準。

• 90% of the Purchase Price (balance of purchase price) shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the specified residential property in the Phase to the Purchaser.

樓價 90% (樓價餘額) 於賣方就其有能力將該期數中的指明住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

List of the gifts, financial advantage or benefits

贈品、財務優惠或利益的列表

1. Loan Benefit

貸款優惠

The Purchaser may apply for <u>ONLY ONE</u> of the following loan benefits from the Person so Engaged's designated financing company:

買方可向如此聘用的人的指定財務機構申請以下其中一項貸款優惠:

(a) Standby First Mortgage Loan 備用第一按揭貸款

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

Please see Appendix 1.1(a) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(a)。

(b) Super 第二按揭貸款

Super Second Mortgage Loan

• only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)

只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個 人

Please see Appendix 1.1(b) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(b)。

(c) King's Key King's Key

• only applicable to the Purchaser who is an individual 只適用於個人名義買方

Please see Appendix 1.1(c) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(c)。

(d) 3+2 Years Loan Plan 3+2 年貸款計劃

• only applicable to an individual Purchaser who purchases a residential property with saleable area of 800 sq. ft. or above 只適用於購買實用面積為 800 平方呎或以上的住宅物業的個人名義買方

Please see Appendix 1.1(e) of the Tender Notice for details. 詳情請參閱招標公告附錄 1.1(e)。

2. First 3 Years Warranty Offer 首 3 年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of issuance of the certificate of compliance or consent to assign in respect of the Phase (whichever is earlier) rectify any defects to the Property.

在不影響買方於正式合約下之權利的前提下,凡該物業有欠妥之處,買方可於該期數的滿意紙或轉讓同意書發出日(以較早者計)起計 3 年內向如此聘用的人發出書面通知,如此聘用的人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。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person (excluding the Person so Engaged); and the landscaping and potted plants (if any).

為免疑問,首3年保修優惠不適用於該欠妥之處由正常損耗、任何人(不包括如此聘用的人)之行為或疏忽造成;及園景及盆栽(如有)。

The First 3 Years Warranty Offer is subject to other terms and conditions. 首 3 年保修優惠受其他條款及細則約束。

3. Offer of Residential Car Parking Space(s) 住戶停車位優惠

(a) The Purchaser of a residential property listed in the following table is entitled to have an option to purchase one residential car parking space in the Phase or other phase(s) of The YOHO Hub Development in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands. The Purchaser can exercise his/her/its option to purchase residential car parking space in accordance with time limit and manner as prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor. The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered a residential car parking space within the same phase as the residential property that the Purchaser is purchasing.

選購下表內之住宅物業之買方,可享有認購期數或其他地政總署署長已發出預售樓花同意書或轉讓同意書的 The YOHO Hub 發展項目期數內的一個住戶停車位的權利。買方可根據賣方日後公佈的住戶停車位之銷售安排所規定的時限及方法行使其認購住戶停車位的權利。賣方不作出任何陳述、承諾或保證買方會獲認購與其購買住宅物業相同期數內的住戶停車位。

Block Name	Floor	Unit
大廈名稱	樓層	單位
Tower 3	12/F, 17/F, 20/F, 23/F &	A
第3座	28/F	
	12樓、17樓、20樓、	
	23 樓及 28 樓	

- (b) If the Purchaser does not exercise the option to purchase residential car parking space in accordance with time limit and manner prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor, the option to purchase residential car parking space shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
 - 如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利,其認購住戶停車位的權利將會自動失效,買方不會為此獲得任何補償。
- (c) The price and sales arrangements details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later. 住戶停車位的售價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。
- (d) The Offer of Residential Car Parking Space(s) is subject to other terms and conditions. 住戶停車位優惠受其他條款及細則約束。

4. SHKP Club Member Gift Offer 新地會會員置業有禮優惠

(a) If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser (if the Purchaser is a group of individuals) or at least one director of the Purchaser (if the Purchaser is a corporation) is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), subject to settlement of the balance of the Purchase Price in accordance with the Agreement, the Purchaser shall be entitled to gift certificate(s) of YATA with a total value of HK\$1,000 (the "Gift").

如買方為新地會會員(即在付清樓價餘額之日或之前,最少一位個人買方(如買方是以個人名義)或最少一位買方之董事(如買方是以公司名義)須為新地會會員),買方在按正式合約付清樓價餘額的情況下,可獲總值港幣\$1,000之一田禮券(『該禮品』)。

(b) The Gift (including the use and validity period thereof, etc.) is subject to the relevant terms and conditions. The Vendor, the Person so Engaged and SHKP Club Limited shall not be responsible for any direct or indirect liabilities or losses in connection with the Gift.

該禮品(包括其使用方法及期限等)受有關條款及條件約束。賣方、如此聘用的人 及新地會有限公司不會就該禮品承擔任何直接或間接的責任或損失。

- (c) Subject to satisfaction of the requirements stated in paragraph (a) above, in respect of each residential property, the Gift shall be offered once only. 在符合上述(a)段規定的前提下,就每個住宅物業只可獲一份禮品。
- (d) The Person so Engaged reserves the right to replace the Gift with other equivalent gift/voucher.

如此聘用的人有權以其他等值禮品/禮券取代該禮品。

Other Information

其他資料

1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits are offered or arranged to be provided to the Purchaser by the Person so Engaged. The Person so Engaged's offers or arrangements to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement(s) is/are terminated or cancelled for whatever reason. The Vendor is not related to such gift, financial advantage or benefit and shall not be responsible for any claims in relation thereto.

視乎買方於其要約表格所選擇的贈品、財務優惠或利益,買方可享有由如此聘用的人提供或安排的相關贈品、財務優惠或利益。如正式合約因任何原因終止或取消,則由如此 聘用的人提供或安排的贈品、財務優惠或利益將無效。賣方與該等贈品、財務優惠或利 益無關,亦不會就相關之申索承擔任何責任。

2. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

根據香港金融管理局指引,銀行於計算按揭貸款成數時,必須先從樓價中扣除所有提供 予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠 (如有);而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及 香港金融管理局不時公布之指引而變更。詳情請向有關銀行查詢。

- 3. All gifts, 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 Person so Engaged has absolute discretion in deciding all relevant matters including but not limited to whether the Purchaser is entitled to those gifts, financial advantage or benefits. The Person so Engaged also reserves the right to interpret the relevant terms and conditions of those gifts, financial advantage or benefits. In case of dispute, the Person so Engaged's decision shall be final and binding on the Purchaser.

 所有提供予買方的贈品、財務優惠或利益予僅對買方有效,且買方無權向任何其他人仕
 - 所有提供予買方的贈品、財務優惠或利益予僅對買方有效,且買方無權同任何其他人住 出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。如此聘用的人有絕對酌情權決 定所有相關事項,包括但不限於買方是否符合資格可獲得該等贈品、財務優惠或利益。 如此聘用的人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, 如此聘用的人之決定為最終並對買方有約束力。
- 4. The Person so Engaged's designated financing company is a related company of the Person so Engaged. The Person so Engaged's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan. 如此聘用的人的指定財務機構為如此聘用的人的有聯繫公司。如此聘用的人的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款,無論是促致、洽商、取得或申請貸款,或是擔保或保證該筆貸款的償還或有關事官。
- 5. The maximum loan amount, interest rate and terms of any loan to be offered by the Person so Engaged's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval

of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether or not the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.

由如此聘用的人之指定財務機構提供的任何貸款,其最高貸款金額、息率及條款僅供參考,買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定,而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件,否則貸款將不會獲處理。

Section 5—Declaration regarding ad valorem stamp duty and buyer's stamp duty 第5節—有關從價印花稅及買家印花稅的聲明	
(†Please tick as appropriate) (†請剔適用者)	
(a) I am/We are [†□subject to/□ not subject to] buyer's stamp duty. 本人/我們[†□須/□ 毋須]繳付買家印花稅。	
(b) Flat rate of 15% of ad valorem stamp duty is [†□applicable /□ not applicable] to my/purchase of the Property. 從價印花稅的劃一 15%稅率[†□ 適用 /□不適用] 於本人 / 我們購買的本物業。	our
(c) I am/each of us is acquiring the Property [†□on my own behalf and not on behalf of any of person(s)/□ on behalf of other person(s)]. 本人/我們各人在購入本物業時是[†□代表自己行事及並不代表任何其他人/□代表人行事]。	

Section 6—Intermediary 第6節—中介人

I/We am/are introduced by the following intermediary# to submit this tender:-

本人/我們經以下中介人#介紹而提交本投標書:

#Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.

#填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

Estate agency 公司名稱	Name of sales person 地產代理姓名	
EA Licence No.	Contact No.	
地產代理牌照號碼	聯絡電話	

Declaration regarding intermediary (applicable only if an intermediary is specified above) 關於中介人的聲明(僅於以上有指明中介人時適用)

I/We declare and confirm as follows:-

本人/我們聲明及確認如下:

- (a) the intermediary did not make and is not authorized by the Vendor or the Person so Engaged to make any oral or written agreement, representation or undertaking on behalf of the Vendor or the Person so Engaged, and the Vendor and the Person so Engaged are not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary; 中介人並無作出亦沒有獲賣方或如此聘用的人授權代表賣方或如此聘用的人作出任何口頭或書面的協議、陳述或承諾,無論在任何情況下賣方及如此聘用的人均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責;
- (b) the Vendor, the Person so Engaged 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 (i) the Purchase Price of the Property and (ii) administrative fees for amending the Agreement and provision of any information or any copy documents. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and 賣方、如此聘用的人及其職員並無亦不會直接或間接向買方或中介人收取除(i)本物業樓價及(ii)修訂正式合約及提供任何資料或副本文件的行政費外的任何費用或佣金。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買本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;及
- (c) The Vendor and the Person so Engaged are not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document. 買方與中介人之任何糾紛一概與賣方及如此聘用的人無關。本物業之買賣交易嚴格依據招標文件的條款及細則進行。

Section 7-Declaration of relationship with the Vendor and the Person so Engaged 第7節—與賣方及如此聘用的人關係的聲明

(†Please tick as appropriate)

(+請剔適用者)

I/We [†□ am/are/□ am not/are not] a related party to the Vendor or the Person so Engaged for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621). 就《一手住宅物業銷售條例》(第 621 章)而言,本人/我們 [†□是/□不是]賣方或如此聘用的人的「有關連人士」。

(A person is a related party to the Vendor or the Person so Engaged if that person is: (如有以下情况,某人即屬賣方或如此聘用的人的「有關連人士」:

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

For the purpose of this Declaration, "manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and "private company" has the meaning given by section 11 of the Companies Ordinance (Cap. 622).)

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

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Tender	Notice)	:-	ents are submitted to the Vendor (for details, please see paragraph 2.8 of the		
以下文	以下文件遞交給賣方(詳情見招標公告第2.8段):				
1.		已填	er Document with the Offer Form completed, dated and signed 妥、填上日期及簽署的招標文件及要約表格		
2.			er's order(s) and cheque(s) (if applicable) 本票及支票(如適用)		
3.		_	by(ies) of Tenderer(s)' identification document(s) 者的身份證明文件的複印本		
4.		•	by intermediary's licence (if applicable) 人的牌照的複印本(如適用)		
5.			Annexes to the Offer Form, duly completed and signed by the Tenderer: 妥並簽署的要約表格附件:		
	(1)		Measurements of the Tendered Property (undated) 投標物業的量度尺寸(未有填上日期)		
	(2)		Declaration of Relationship with Yuen Long Property Development Limited and Success Keep Limited (undated)		
	(3)		與元朗物業發展有限公司及成協有限公司關係的聲明(未有填上日期) Declaration of Relationship with Yuen Long Property Development Limited		
			(undated) 與元朗物業發展有限公司關係的聲明(未有填上日期)		
(4)			Declaration of Relationship with MTR Corporation Limited (undated) 與香港鐵路有限公司關係的聲明(未有填上日期)		
			Warning to Purchasers (undated) 對買方的警告(未有填上日期)		
	(6) Declaration Regarding Intermediary (undated) 關於中介人的聲明(未有填上日期)				
	(7)		Declaration Regarding No Intermediary (undated) 關於並無中介人的聲明(未有填上日期)		
(8)			False Ceiling Height Plan (undated) 假天花高度圖(未有填上日期)		
	(9)		Acknowledgement Letter Regarding Miscellaneous Matters (undated) 關於其他事項的確認書(未有填上日期)		
	(10)		Acknowledgement Letter Regarding Cabinet(s) and Curtain(s) (undated)		
	(11)		關於櫃及窗簾的確認書(未有填上日期) Fire Safety Provisions, Cabinets and Curtains Plan (undated)		
	(12)		消防安全設施、櫃及窗簾圖(未有填上日期) Acknowledgement Letter Regarding Stamp Duty (undated)		
	(13)		關於印花稅的確認書(未有填上日期) Acknowledgement Letter Regarding Option to Purchase a Residential Car		
			Parking Space (undated) 關於認購住戶停車位的權利的確認書(未有填上日期)		
	(14)		Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales		
			and Leasing) Agency Limited) (undated) 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)(未有填上日期)		
	(15)		Personal Information Collection Statement (Vuen Long Property Development		

	Limited) (undated) 收集個人資料聲明(元朗物業發展有限公司)(未有填上日期)
(16)	Personal Information Collection Statement (MTR Corporation Limited) (undated) 收集個人資料聲明(香港鐵路有限公司)(未有填上日期)
(17)	SHKP Club Application Form (if applicable) (dated) 新地會申請表格(如適用) (已填上日期)

Section 9—Declaration regarding corporate Tenderer (not applicable to individual Tenderer) 第9節-關於法團投標者的聲明(不適用於個人投標者)

We declare and agree as follows:-

我們聲明並同意如下:

- 1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
 - 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
- 2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.

 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
- 3. 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 the date of the Offer Form to the date of the Letter of Acceptance.
 - 如我們成為中標者,除非得到賣方事先書面同意,在本要約表格的日期至接納書的日期,投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
- 4. 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. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料,而投標者必須遵從該要求並自費提供所有上述文件及資料。
- 5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
 如有任何違反本節的規定,賣方有權拒絕將物業出售予投標者。

Direc	Director(s)董事					
	Name 名稱	Hong Kong Identity Card No./Passport No./B.R. No. 香港身份證號碼/護照號碼/商業登記號碼				
1.						
2.						
3.						

Section 10-Signature of the Tenderer and witness 第 10 節-投標者及見證人的簽署

I/We, the Tenderer, have read the entire Tender Document and completed (i) the First Schedule to the Offer Form and (ii) the documents in the Annexes to the Offer Form. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

本人/我們,即投標者,已閱讀整份招標文件並填妥(i)要約表格附表 1 及(ii)要約表格附件中的文件。本人/我們同意遵守及接受招標文件的條款及細則。

(Note: The Offer Form must be signed by ALL of the Tenderers, if there is more than one Tenderer. If the Tenderer is a corporation, the Offer Form must be signed by its director(s) or authorized signatory(ies) with company chop. If the Offer Form is signed by the Tenderer by his attorney, the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.)

(註:如投標者由多於一人組成,要約表格須由所有投標者簽署。如投標者為法團,要約表 格須由其董事或其獲授權人士簽署及蓋上法團印章。如投標者以其授權人代表其簽署要約表 格及其他文件,相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。)

Signed by the Tenderer: 投標者簽署:	Witnessed by: 見證人簽署:
X Name(s) of the director(s) or authorized signatory(ies) (if the Tenderer is a corporation): 董事或獲授權人士的名稱(如投標者為法團):	X Name of the witness: 見證人名稱:
Date: 日期:	

Estate Agent's Business Card 地產代理咭片

Copy of Estate Agent's License 地產代理牌照的複印本

Copy of Tenderer's ID 投標者的身份證明文件複印本 Copy of Tenderer's ID 投標者的身份證明文件複印本

Bank Cashier's Order

銀行本票

Payable to: GALLANT

抬頭:何耀棣律師事務所

[At least HK\$500,000

最少港幣 500,000]

Bank Cashier's Order or Cheque

銀行本票或支票

Payable to: GALLANT

抬頭:何耀棣律師事務所

Second Schedule to the Offer Form 要約表格附表 2

Conditions of Sale 出售條款

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

招標公告中定義的詞語用於本出售條款時具有相同意思,但以下另有定義的除外:

"**Development**" means The YOHO Hub Development. 「**發展項**目」 指 The YOHO Hub 發展項目。

"Phase" means Phase B of the Development (Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in the Phase are called

"The YOHO Hub").

指發展項目的第 B 期 (期數中的住宅發展項目的第 1 座、第 2

座、第3座及第5座稱為「The YOHO Hub」)。

"this Preliminary Agreement" 「本臨時合約」 means the agreement made hereunder by virtue of the submission of the Offer Form by the Purchaser and the Letter of Acceptance by

the Vendor in accordance with the Tender Document.

指買方根據招標文件遞交要約表格,以及賣方根據招標文件的

接納書而訂立的合約。

2. The Offer Form 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.

要約表格及接納書構成賣方與買方就買賣本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細則出售本物業,而買方須以樓價並按本臨時合約所載條款及細則購買本物業。

3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.

買方須於簽署本臨時合約時向賣方支付相等於樓價的百分之五(5%)的臨時訂金。

4. 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) on the completion date.

買賣須於成交日的辦公時間(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。

- 5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed: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) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;

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) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

由賣方於接納書的日期之後的第8個工作日或之前簽立。

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

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。

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

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。

- 8. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders. 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。
- 9. The Purchaser shall attend the office of the Vendor's solicitors together with the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prescribed by the Vendor's solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 22. 買方須於接納書的日期之後的 5 個工作日內携帶接納書到賣方律師的辦事處辦理下列手續(按:

買方須於接納書的日期之後的 5 個工作日內擕帶接納書到賣方律師的辦事處辦理下列手續(按: 必須嚴守所訂日期。):(i)簽署賣方律師所訂定之標準正式合約;(ii)在簽署正式合約之同時交付 本臨時合約上列明應付之款項;及(iii)同時交付第 22 條所載就正式合約應付之所有印花稅。

10. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-

如買方沒有在接納書的日期之後的5個工作日內簽立正式合約:

- (a) this Preliminary Agreement is terminated; 本臨時合約即告終止;
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收歸於賣方;及
- (c) the Vendor does not have any further claim against the Purchaser for the failure. 賣方不得就買方沒有簽立正式合約,而對買方提出任何進一步申索。
- 11. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-在正式合約當中,買方須與賣方協議如下一
 - the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and 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
 - 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.

 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本物業之轉讓契,亦不得轉售本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。

12. The measurements of the Property are as follows — see "Measurements of the Tendered Property" of the Tender Document.

本物業的量度尺寸如下—見招標文件的《投標物業的量度尺寸》。

13. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see attached Schedule to the Conditions of Sale.

本物業的買賣所包括的裝置、裝修物料及設備如下—見出售條款的附表。

14. 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

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。

15. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 16 and fully understands its contents.

買方確認已收到第16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。

- 16. For the purposes of clause 15, the following is the "Warning to Purchasers"—就上述第 15 條而言,「對買方的警告」內容如下—
 - (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。
 - 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。

- 17. 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.

 本題時会約口適用於胃方木食,胃方無機要求賣方關任何其他人訂立任何正式会約,亦無機略木
 - 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。
- 18. 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. The relevant power of attorney is required to be approved by the Vendor and witnessed in the presence of a Hong Kong practising solicitor.

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 買方名義及代買方簽署正式合約。相關授權書須由賣方事先批准及必須由香港執業律師在場見証 簽署。

- 19. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
 - 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師,賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
- 20. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. 若買方選擇另聘律師代表其買入本物業,則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
- 21. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

 賈方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及代墊付費用,全部由買方承擔及支付。
- 22. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser. 有關本臨時合約及/或正式合約及/或其後的轉讓契之所有印花稅(包括但不限於根據香港法例第 117章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅),一概由買方承擔及支付。
- 23. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Principal Deed of Mutual Covenant and Management Agreement and the Sub- Deed of Mutual Covenant and Management Agreement (collectively the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property, all plan fees for plans to be annexed to the Agreement and the Assignment of the Property, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser. —切製作、登記及完成主公契及管理協議和副公契及管理協議(統稱『公契』)之費用及附於公契之圖則費用的適當分攤、本物業的業權契據及文件認證副本之費用、本物業的正式合約及轉讓契之圖則費、為申請豁免買家印花稅及/或從價印花稅新稅率而須的任何法定聲明的費用、本物業的按揭(如有)之法律及其他費用及代墊付費用及其他有關本物業的買賣的文件的所有法律及其他支出,均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。

- 24. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

 如在簽署正式合約前,買方或其代表人將本臨時合約在土地註冊處註冊,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
- 25. The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, special fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the DMC.

 賈方須在本物業的收樓之前,按照該公契規定向賣方或管理公司預繳管理費上期,及繳付管理費

買方須在本物業的收樓之前,按照該公契規定向賣方或管理公司預繳管理費上期,及繳付管理費 按金、泥頭清理費、特別基金及其他按金/基金等。

- 26. The Purchaser shall inform the Vendor in writing of any change in address or telephone number. 買方如有更改地址或電話,須以書面通知賣方。
- 27. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 28. Time shall in every respect be of the essence of this Preliminary Agreement. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- 29. (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.

 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) 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). 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) 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:- 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) 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 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) 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. 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。
- 30. In this Preliminary Agreement:-在本臨時合約中—

- (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - · 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) "**working day**" has the meaning given by section 2(1) of that Ordinance; 「工作日」具有該條例第 2(1)條給予該詞的涵義;
- (c) the floor area of an item under clause (a) set out in "Measurements of the Tendered Property" of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and 招標文件的《投標物業的量度尺寸》載列之(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) the area of an item under clause (b) set out in "Measurements of the Tendered Property" of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 招標文件的《投標物業的量度尺寸》載列之(b)項所指的項目的面積,按照該條例附表 2 第 2 部計算。
- The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
 若賣方在本物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
- 32. If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
 - 任何本臨時買賣合約下的責任,若其履行日並非工作日,則履行該責任的日期將順延至原定日期之後第一個工作日。
- 33. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
 本臨時買賣合約取代雙方過往所有之談判、申述、理解及協議。
- 34. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail. 本臨時合約之中文版本乃英文版本的譯本,謹供參考之用。如解釋有任何差異、出入或爭議,概以英文版本為準。

Schedule to Conditions of Sale 出售條款附表

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

Flat A on 6/F to 12/F, 15/F to 23/F and 25/F to 32/F of Tower 3: 第 3 座 之 6 樓 至 12 樓、15 樓 至 23 樓 及 25 樓 至 32 樓 之 A 單位:

- A. Internal Wall where exposed: Living Room/Dining Room and Bedroom Emulsion paint. 內牆外露牆身:客廳/飯廳及睡房 乳膠漆。
- B. Internal Floor: Living Room/Dining Room and Bedroom(s) Engineered oak flooring. 內部地板:客廳/飯廳及睡房 - 複合木地板。
- C. Internal Ceiling where exposed: Living Room/Dining Room and Bedroom(s) Emulsion paint and gypsum board bulkhead in emulsion paint.

內部外露天花板:客廳/飯廳及睡房-乳膠漆及乳膠漆面石膏板假陣。

D. Door: Timber door.

門:木門。

E. Bathroom: Sanitary fitments are provided; Wall - Reconstituted stone, ceramic tiles, mirror and timber veneer panel; Floor - Porcelain tiles and reconstituted stone; Ceiling - Aluminium panel and gypsum board with emulsion paint where exposed.

浴室:提供潔具;牆身位置 - 人造石、瓷磚、鏡及木皮飾面板;地板位置 - 高溫瓷磚及人造石;天花板 - 外露為鋁板及乳膠漆面石膏板。

F. Kitchen: Wall - Ceramic tiles, aluminium, mirror and timber veneer panel; Floor - Porcelain tiles; Ceiling – Aluminium panel and gypsum board with emulsion paint where exposed; Cooking bench - Reconstituted stone.

廚房:牆身位置-瓷磚、鋁、鏡及木皮飾面板;地板位置-高溫瓷磚;天花板-外露為鋁板及乳膠漆面石膏板;灶台-人造石。

G. Other Provisions: Induction hob, gas hob, cooker hood, steam oven, oven, washer dryer and fridge freezer; Water heater and Thermo Ventilator; Air-conditioner for Living Room/Dining Room and Bedroom(s). 其他設備:電磁爐、氣體煮食爐、抽油煙機、蒸爐、焗爐、洗衣乾衣機及雪櫃連冰箱;熱水爐及浴室寶;客廳/飯廳及睡房裝設冷氣機。

Annexes 附件

(The Annexes (except Annex 1) do not form part of the Offer Form. However, the Tenderer should note that documents marked with "#" should be signed and submitted together with the Offer Form, and documents marked with "*" should be signed and submitted together with the Offer Form if applicable.) (附件(附件1除外)不屬於要約表格的一部份。然而,投標者須簽署以下標有"#"號的文件並連同要約表格一併遞交及(如適用)須簽署以下標有"*"號的文件並連同要約表格一併遞交。)

Annexes to Offer Form 要約表格附件

- 1. Measurements of the Tendered Property 投標物業的量度尺寸#
- 2. Declaration of Relationship with Yuen Long Property Development Limited and Success Keep Limited 與元朗物業發展有限公司及成協有限公司關係的聲明#
- 3. Declaration of Relationship with Yuen Long Property Development Limited 與元朗物業發展有限公司關係的聲明#
- 4. Declaration of Relationship with MTR Corporation Limited 與香港鐵路有限公司關係的聲明#
- 5. Warning to Purchasers 對買方的警告#
- 6. Declaration Regarding Intermediary 關於中介人的聲明#
- 7. Declaration Regarding No Intermediary 關於並無中介人的聲明#
- 8. False Ceiling Height Plan 假天花高度圖#
- 9. Acknowledgement Letter Regarding Miscellaneous Matters 關於其他事項的確認書#
- 10. Acknowledgement Letter Regarding Cabinet(s) and Curtain(s) 關於櫃及窗簾的確認書#
- 11. Fire Safety Provisions, Cabinets and Curtains Plan 消防安全設施、櫃及窗簾圖#
- 12. Acknowledgement Letter Regarding Stamp Duty 關於印花稅的確認書#
- 13. Acknowledgement Letter Regarding Option to Purchase a Residential Car Parking Space 關於認購住戶停車位的權利的確認書#
- 14. Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)#
- 15. Personal Information Collection Statement (Yuen Long Property Development Limited) 收集個人資料聲明(元朗物業發展有限公司)#
- 16. Personal Information Collection Statement (MTR Corporation Limited) 收集個人資料聲明(香港鐵路有限公司)#
- 17. SHKP Club Application Form * 新地會申請表格 *

Annex 附件 1

Measurements of the Tendered Property 投標物業的量度尺寸

Phase of Development 發展項目期數	Phase B of The YOHO Hub Development ("The YOHO Hub") [^] The YOHO Hub 發展項目的第 B 期(「The YOHO Hub」) [^]				
Address	No. 1 Long Lok Road				
地址	朗樂路1號	朗樂路1號			
Property	Tower 座數	Floor 樓層	Flat 單位		
本物業	,=====	12.77	—		
Purchaser					
買方					
I.D./Passport/B.R. No.					
身份證/護照/商業登記證號碼	<u> </u>		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1		
Date 日期		(une	dated upon tender submission) (投標時不填上日期)		
口朔			(投標时个項上口朔)		
ne measurements of the Property are	e as follows ——				
物業的量度尺寸如下——	z as follows —				
本物業的實用面積為	平方米/	平方呎,其	中—		
a) the saleable area of the Property is	square metres/	square feet o	of which;		
	平方米/	亚古胆为氮	台的樓面面積;		
	square metres/		s the floor area of the balcony;		
	平方米/		作平台的樓面面積;		
	square metres/	square feet i	s the floor area of the utility platfo		
	平方米/	平方呎為陽	台的樓面面積;及		
	square metres/		s the floor area of the Verandah;		
			and		
b) 其他量度尺寸為— other measurements are—					
*空調機房的面積為	平方米/	平方呎;			
the area of the air-conditioning plant room is	square metres/	square feet;			
*窗台的面積為	 平方米/	平方呎;			
the area of the bay window is	square metres/	square feet;			
*閣樓的面積為	—————————————————————————————————————	———— <u>-</u>			
the area of the cockloft is	square metres/	square feet;			
*平台的面積為	平方米/	平方呎;			
the area of the flat roof is	square metres/	square feet;			
*花園的面積為	平方米/	平方呎;			
the area of the garden is	square metres/	square feet;			
*停車位的面積為	平方米/	平方呎;			
the area of the parking space is	square metres/	square feet;			
*天台的面積為	———— ₋ 平方米/	———— · · · · · · · · · · · · · · · · ·			
the area of the roof is	square metres/	square feet;			
*梯屋的面積為		———— · · · · · · · · · · · · · · · · ·			
the area of the stairhood is	square metres/	square feet;			
*前庭的面積為		平方呎;			
the area of the terrace is	square metres/	square feet;			
*庭院的面積為		平方呎。			
the area of the yard is	square metres/	square feet.			
Delete as appropriate 將不適用者刪去					
	T 1 1D				
We understand this Measurements of the					
ien Long Property Development Limite	ed (as the legal or beneficial owner	er of the Phase of Developmen	nt) and Success Keep Limited		
e person who is engaged by Yuen Long	Property Development Limited to	o co-ordinate and supervise the	ne process of designing, planning		
nstructing, fitting out, completing an		lopment) and their respective	e representatives to correct a		
stake/error/typo found in this Measurer	nents of the Tendered Property.	/小朋中子司林司山珍珠二			
人/ 我们明日本投標彻耒的重度尺\] 博风品時台刻的一部份。本人	/ 我们現个り撤凹地技権兀	明彻莱贺茂有限公司(作 <i>局</i> 贸		
人/我們明白本投標物業的量度尺、 目期數的法律上的擁有人或實益擁 劃、建造、裝置、完成及銷售的過程	引人)	彻美贺茂月限公可特用以领 [京太仇無蜘类的是帝日子》)壽和監官發展項目期數的設 ※明立維先 /維治 /維ラ		
则· 足炟、农且、兀队汉朔 目的 迥代	EFI八工J以共台目的八衣修正位	上門平仅际彻未时里及尺寸5	5%~		
Signed by the Purchaser(s) 買方簽署					
nglicu by the ruichaser(s) 貝刀鮫	白				

Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub".

The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 附件 2

TENDERER MUST COMPLETE THIS PAGE 投標人須填妥本頁

Declaration of Relationship with Yuen Long Property Development Limited and Success Keep Limited 與元朗物業發展有限公司及成協有限公司關係的聲明

77 1		*	## # # # F # F ##	
Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁			
賣方	有人」)*			
	Success Keep Limited 成協有	限公司(as "Person so engaged"	'作為「如此聘用的人」)#	
Phase of Development	Phase B of The YOHO Hub D	evelopment ("The YOHO Hub"	')^	
發展項目期數	The YOHO Hub 發展項目的領	第B期(「The YOHO Hub」)^	,	
Address	No. 1 Long Lok Road			
地址	朗樂路 1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號碼				
Date		(ur	dated upon tender submission)	
日期			(投標時不填上日期)	
	1 1	IOTE C	XX 1 6 4 64	

1.	The Purchaser hereby confirms that the Purchaser IS ☐ / IS NOT ☑ a related party to the Vendor for the purpose of the
	Residential Properties (First-hand Sales) Ordinance.

就《一手住宅物業銷售條例》而言,買方謹此確認買方 是 □/ 不是回 賣方的「有關連人士」。

- 2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is: 就本聲明而言,如有以下情況,某人即屬賣方的「有關連人士」:
 - (a) a director of the Vendor, or a parent, spouse or child of such a director; 該人是賣方的董事,或該董事的父母、配偶或子女;
 - (b) a manager of the Vendor; 該人是賣方的經理;
 - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
 - (d) an associate corporation or holding company of the Vendor; 該人是賣方的有聯繫法團或控權公司;
 - (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or 該人是上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或
 - (f) a manager of such an associate corporation or holding company. 該人是上述有聯繫法團或控權公司的經理。
- 3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor immediately.

買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改,買方同意及承 諾即時通知賣方。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署		

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Note 備註:

- 1. "*Manager*" has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors' immediate authority. "*經理*"具有《公司條例》(第 622 章)給予該詞的涵義,即就一間公司而言,指在董事的直接權限下就該公司執行管理職能的人。
- 2. "Private company" has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member's right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.
 - "私人公司"具有《公司條例》(第622章)給予該詞的涵義,即指一間藉其章程細則作出下列規限的公司:(a)限制成員轉讓股份的權利;及(b)將成員最高人數限於50人,但不包括本身是有關公司僱員的成員,亦不包括曾同時是成員及有關公司僱員,但於不再是該公司僱員後仍繼續是成員的人;及(c)禁止邀請公眾人士認購該公司的任何股份或債權證。
- 3. "Associate corporation" means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. "Subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if:-
 - (a) that other company-
 - (i) controls the composition of the board of directors of the first-mentioned company; or
 - (ii) controls more than half of the voting power of the first-mentioned company; or
 - (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
 - (b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.
 - "**有聯繫法團**"指(a)賣方的附屬公司或(b)賣方的控權公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》,一間公司一般來說須當作為另一間公司的附屬公司,如:-
 - (a) 該另一間公司一
 - (i) 控制首述的公司董事局的組成;或
 - (ii) 控制首述的公司過半數的表決權;或
 - (iii) 持有首述的公司的過半數已發行股本(所持股本中,如部分在分派利潤或資本時無權分享超逾某一指明數額之數,則該部分不計算在該股本內);或
 - (b) 首述的公司是一間公司的附屬公司,而該間公司是上述另一間公司的附屬公司。
- 4. "Holding company" means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.
 - "**控權公司**'指(就賣方而言) 一家公司而賣方為該公司的附屬公司。

Internal use only
Annex 附件 3

TENDERER MUST COMPLETE THIS PAGE 投標人須填妥本頁

與元朗物業發展有限公司關係的聲明 Declaration of Relationship with Yuen Long Property Development Limited

The Owner*	Yuen Long Property Develop	Yuen Long Property Development Limited				
擁有人*	元朗物業發展有限公司					
Phase of Development	Phase B of The YOHO Hub Development ("The YOHO Hub")^					
發展項目期數	The YOHO Hub 發展項目的	The YOHO Hub 發展項目的第 B 期 (「The YOHO Hub」)^				
Address	No. 1 Long Lok Road	No. 1 Long Lok Road				
地址	朗樂路1號					
Property	Tower 座數	Floor 樓層	Flat 單位			
本物業						
Purchaser(s)						
買方						
I.D./Passport/B.R. No.						
身份證/護照/商業登記證號碼						
Date			(undated upon tender submission)			
日期			(投標時不填上日期)			

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 "\sqrt{" together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

		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,並非擁有人的有關連人士。				
	I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a)				
_	related party(ies) to the Owner.				
В.	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 / we am / are (a) related party(ies) to the Owner.				
	本人/我等現進一步確認,本人/我等是:				
1	I/We hereby further confirm that I/we am/are:				
1.	擁有人的董事 a director of the Owner				
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:			Ш	
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:			Ш	
4.	擁有人董事的子女 a child of a director of the Owner				
7.	有關董事的姓名 name of the director:				
	行鯏里争り姓石 Hame of the director.				
5.	擁有人的經理 a manager of the Owner				
	隸屬部門 Department:			ш	ш
	職銜 job title:				
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:			ш	Ш
	隸屬部門 Department:				
	職銜 job title:				
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:			ш	Ш
	隸屬部門 Department:				
	職銜 job title:				
8.	擁有人經埋的子女 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:				

9.	私人公司 - a private company -		
	(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:		
	(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:		
	(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:		
	(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:		
	(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:		
	(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:		
	(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:		
	(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:		
10.	擁有人的有聯繫法團或控權公司 an associate corporation or holding company of the Owner		
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:		
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:		
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:		

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:		
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:		
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:		
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:		
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:		

備註 Remarks:

- 1) 「擁有人的控權公司」:西鐵物業發展有限公司 "holding company of the Owner": West Rail Property Development Limited
- 2) 「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;
- 3) 「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);
- 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).
- · 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。"Owner" means the legal or beneficial owner of the Phase of Development.
- ^ The YOHO Hub發展項目的第B期中住宅發展項目的第1座、第2座、第3座及第5座稱為「The YOHO Hub」。Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub".

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 procedures of the Owner.

(1) 買家簽署Signature of the Purchaser	(2) 買家簽署Signature of the Purchaser
日期Date:	日期Date:
(3) 買家簽署Signature of the Purchaser	(4) 買家簽署Signature of the Purchaser
日期Date:	日期 D ate:

Annex 附件 4

與香港鐵路有限公司關係的聲明 Declaration of Relationship with MTR Corporation Limited

擁有人*	元朗物業發展有限公司				
The Owner*	Yuen Long Property Deve	elopment Limited			
擁有人的代理人("代理人")	香港鐵路有限公司				
The Agent of the Owner ("the	MTR Corporation Limited				
Agent")					
發展項目期數	The YOHO Hub 發展項目的第 B 期(「The YOHO Hub」)^				
Phase of Development	of Development Phase B of The YOHO Hub Development ("The YOHO Hub")^				
地址	朗樂路1號				
Address	No. 1 Long Lok Road				
本物業	座數 Tower	樓層 Floor	單位 Flat		
Property					
買方					
Purchaser					
身份證/護照/商業登記證號碼					
I.D./Passport/B.R. No.					
日期	(undated upon tender submission)				
Date			(投標時不填上日期)		

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

Please fill in the appropriate grey box(es) in the table below with a " \checkmark " together with the required information to confirm the existence of the relationship(s) concerned with the Agent 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,並非代理人的有關連人士。 I/We hereby confirm that I am/we are independent third party(ies), and am/are not (a) related party(ies) to the Agent.				
В.	本人/我等現確認本人/我等是代理人之關連人士。 I/We hereby confirm that I/we am/are (a) related party(ies) to the Agent. 本人/我等現進一步確認,本人/我等是: I/We hereby further confirm that I/we am/are:				
1.	代理人的董事 a director of the Agent				
2.	代理人董事的父母 a parent of a director of the Agent 有關董事的姓名 name of the director:				
3.	代理人董事的配偶 a spouse of a director of the Agent 有關董事的姓名 name of the director:				
4.	代理人董事的子女 a child of a director of the Agent 有關董事的姓名 name of the director:				

5.	代理人的經理 a manager of the Agent 隸屬部門 Department:		
	職銜 job title:		
6.	代理人經理的父母 a parent of a manager of the Agent 有關經理的姓名 name of the manager: 隸屬部門 Department: 職銜 job title:		
7.	代理人經理的配偶 a spouse of a manager of the Agent 有關經理的姓名 name of the manager: 隸屬部門 Department: 職銜 job title:		
8.	代理人經理的子女 a child of a manager of the Agent 有關經理的姓名 name of the manager: 隸屬部門 Department: 職銜 job title:		
9.	私人公司 - a private company -		
	(a) 而代理人的董事屬其董事或股東 of which a director of the Agent is a director or shareholder 有關董事的姓名 name of the director:		
	(b) 而代理人董事的父母屬其董事或股東 of which a parent of a director of the Agent is a director or shareholder 有關董事的姓名 name of the director:		
	(c) 而代理人董事的配偶屬其董事或股東 of which a spouse of a director of the Agent is a director or shareholder 有關董事的姓名 name of the director:		
	(d) 而代理人董事的子女屬其董事或股東 of which a child of a director of the Agent is a director or shareholder 有關董事的姓名 name of the director:		
	(e) 而代理人的經理屬其董事或股東 of which a manager of the Agent is a director or shareholder 有關經理的姓名 name of the manager: 隸屬部門 Department:		
	(f) 而代理人的經理的父母屬其董事或股東 of which a parent of a manager of the Agent 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:		
	(g) 而代理人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Agent 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:		

	(h) 而代理人的經理的子女屬其董事或股東 of which a child of a manager of the Agent 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:		
10.	代理人的有聯繫法團或控權公司 an associate corporation or holding company of the Agent		
11.	代理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 Agent 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:		
12.	代理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 Agent 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:		
13.	代理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 Agent 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:		
14.	代理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 Agent 有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:		
15.	代理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 Agent 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:		
16.	· · · · ·		
17.	代理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 Agent 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:		

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18.	代理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 Agent 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:				

備註 Remarks:

- 1. 「代理人的控權公司」:不適用
 - "holding company of the Agent": N/A
- 2. 「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;
- 3. 「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);
- 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代理人的內部程序處理。

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

(1) 買方簽署 Signature of the Purchaser

(2) 買方簽署 Signature of the Purchaser

日期 Date:_____

(4) 買方簽署 Signature of the Purchaser

日期 Date: ____

(3) 買方簽署 Signature of the Purchaser

日期 Date:_____

日期 Date: _____

* 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。"Owner" means the legal or beneficial owner of the Phase of Development.

^ The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。Tower 1, Tower 2, Tower 3

** The YOHO Hub 發展項目的第 B 期中任毛發展項目的第 I 座、第 2 座、第 3 座及第 5 座標為「The YOHO Hub」。 Tower 1, Tower 2 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub".

Annex附件5

TENDERER MUST COMPLETE THIS PAGE 投標人須填妥本頁

Warning to Purchasers 對買方的警告

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner"作為「擁有人」)*					
賣方	Success Keep Limited 成協有	Success Keep Limited 成協有限公司(as "Person so engaged" 作為「如此聘用的人」)#				
Phase of Development 發展項目期數	Phase B of The YOHO Hub Development ("The YOHO Hub")^ The YOHO Hub 發展項目的第 B 期 (「The YOHO Hub」)^					
Address 地址	No. 1 Long Lok Road 朗樂路 1 號					
Property 本物業	Tower 座數	Floor 樓層	Flat 單位			
Purchaser(s) 買方						
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼						
Date 日期			(undated upon tender submission) (投標時不填上日期)			

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

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed. 如你繼續進行購買本物業,你便須簽署正式買賣合約,在你簽立正式買賣合約之前,你應聘用律師,以保障你的權益,和確保妥善完成購買本物業。
- 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。
- 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.

 (尚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
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。

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

Dated this	Ċ	lay of		
公曆	年	月	\exists	
Signed by the	he Purchaser(s)	買方簽署		

Note 備註:

的費用

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 附件 6

TENDERER MUT COMPLETE THIS PAGE 投標人須填妥本頁

Declaration Regarding Intermediary 關於中介人的聲明

Vendor 賣方	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁有人」)* Success Keep Limited 成協有限公司(as "Person so engaged" 作為「如此聘用的人」)#			
Phase of Development 發展項目期數	Phase B of The YOHO Hub Development ("The YOHO Hub") [^] The YOHO Hub 發展項目的第 B 期 (「The YOHO Hub」) [^]			
Address 地址	No. 1 Long Lok Road 朗樂路 1 號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號碼				
Intermediary	(Name of Estate Agency Comp	pany 地產代理公司名稱)		
中介人				
	(Name of Estate Agent 地產代理姓名)			
EA Licence No. 地產代理牌照號碼				
Date			(undated upon tender submission)	
日期			(投標時不填上日期)	

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

- 1. The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.

 賈方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
- 2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾,無論在任何情况下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責。
- 3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents etc. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

除樓價、更改買賣合約及提供資料或文件副本等的行政費及就適用的贈品、財務優惠或利益的任何申請費用或其他費用(如有)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本物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。

- 4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase. 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。
- 5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
 如本文件之中英文文本有任何歧義,一切以英文文本為準。

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

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 附件 7

Declaration Regarding No Intermediary 關於並無中介人的聲明

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁			
賣方	有人」)*			
	Success Keep Limited 成協有	限公司(as "Person so engaged"	作為「如此聘用的人」)#	
Phase of Development		evelopment ("The YOHO Hub"		
發展項目期數	The YOHO Hub 發展項目的第 B 期 (「The YOHO Hub」)^			
Address	No. 1 Long Lok Road			
地址	朗樂路 1 號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼				
Date		(un	dated upon tender submission)	
日期			(投標時不填上日期)	

The Purchaser hereby confirms and declares as follows:-買方謹此確認及聲明如下:

- 1. The Purchaser attended the Vendor's sales office to purchase the Property and signed a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary. 買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約,並無經任何中介人參與。
- 2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser 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. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料或文件副本等的行政費及就適用的贈品、財務優惠或利益的任何申請費用或其他費用(如有)外,賣方及其職員並無亦不會直接或間接向買方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本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。
- 3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
 如本文件之中英文文本有任何歧義,一切以英文文本為準。

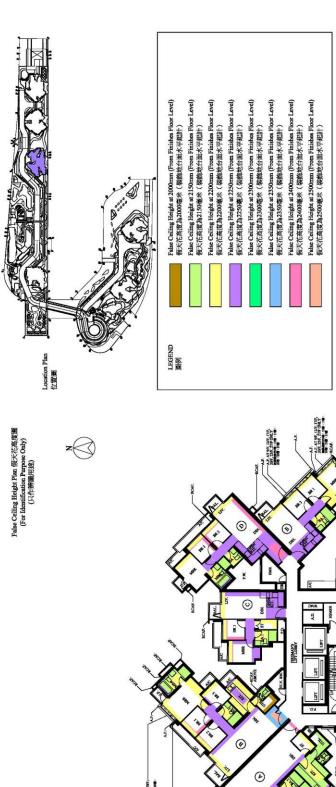
Signed by the Purchaser(s) 買方簽署		

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 7 79617195.2

Annex 附件 8



Yuan Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁有人」)* Success Keep Limited 成協有限公司 (as "Person so engaged" 作為「如此專用的人」并 (undated upon tender submission) 投標時不填上日期 Flat 單位 Phase B of The YOHO Hub Development ("The YOHO Hub")^ The YOHO Hub 發展項目的第B期(「The YOHO Hub」)^ Floor 榛層 No.1 Long Lok Road 朗樂路1號 Tower 座數 ID./Passport/B.R.No. 身份證/護照/商業登記證號碼 Phase of Developm 發展項目期數 Property 本物業 Address地址

AP AT 95, 125, 175, 208, 237, 276 CNLY 208, 238, 128, 178, 238, 238, 778

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Note備註: "Owner" means the legal or beneficial owner of the Phase of

「辦有人」前發展項目與整的法律上的擁有人或實結解析人。 Therm so engeged by the Owner to co-confinite and supervise the process of designing, planning, comptoring fining out, completing and marketing the Phase of Development. 「如此時間的人」也將有人與則以維養不能管發展目距離的資配的。 須服,後期,完成於即即的經濟不能管發展目距離的資的。

2, Tower 3 and Tower 5 of the residential development in

The YOHO Hub發展項目的第B期中住宅發展項目的第1座、第2座 第3座及第5座構為「The YOHO Hub」

Signed by the Purchaser(s) 買方簽署

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail 对本文件所載的文字之中英文本有任何级据,一切以英文文本品簿。

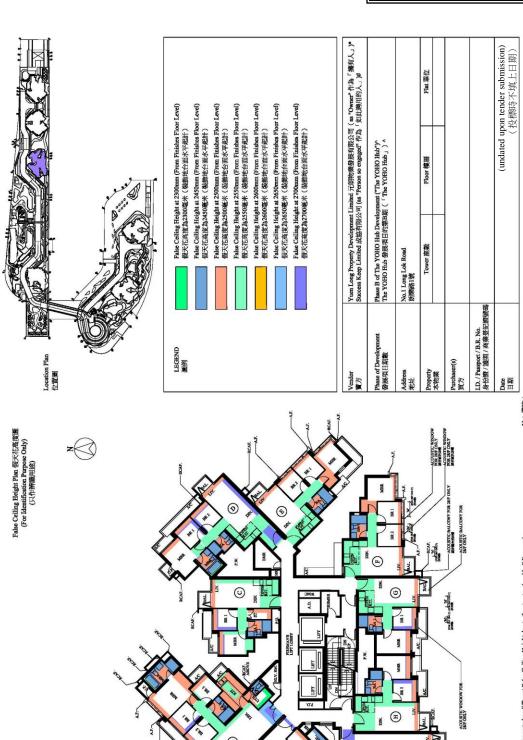
"Falso Ceiling Height" refers to the height between the underside of any architectural buildhead saud/or false ceiling at the floor which the Property situates and the part and the property. (For ceiling height between concerts structures, please refer to the approved structural framing pleas.) (The plean above is for identification purpose only).

Property upon hundover. 買方明白、同意並接受本物業的不同部份的假天花高度。因應結構及大廈設計需要而有差異。本物業部份的假天花高度在上圖中以獻色顯示,並以 The Purchaser understands, agrees and accepts that different parts of the Property has different Pales Celling Height che to the structural and building services design requirement and the Pales Celling Height of such parts of the Property are as shown coloured on the Boor plan above and subject to the condition of the

現模狀況為準。

Annex 8 79617195.2

Tower 3 第 3 <u>座</u> 7/F - 12/F, 15/F - 23/F & 25/F - 27/F 7模至12模、15模至23模及25模至27模



買方明白、同意並接受本物業的不同部份的假天花高度。因應結構及大廈設計需要而有差弱。本物業部份的假天花高度在上圈中以顏色顯示。並以 The Purchaser understands, agrees and accepts that different parts of the Property has different False Ceiling Height due to the structural and building services design requirement and the False Ceiling Height of such parts of the Property are as shown coloured on the Boor plan above and subject to the condition of the 現模狀況為準。 False Celling Height" refers to the height between the underside of any architectural bulkhaed and/or false ceiling at the floor which the Property situates and the top surface of the floor of the Property. (For ceiling keight between concrets structures, please refer to the approved structural framing plans.) (The plan above is or identification purpose only) 假天花高度,指本常樂行處機屬之遊樂服時及「政假天花底與本物業地合面之高度監難。(有關石麻結構之間的天花高度。讓會居已批准的建築結

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail. 如本文件所載的文字之中英文本有任何談異,一切以英文文本為準。

ned by the Purchaser(s) 買方簽署

Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。

"Owner" means the legal or beneficial owner of the Phase of

fitting out, completing and marketing the Phase of Drovelopment.

**OLC#BEIGN_L 清晰有人影用以能導和電台發展項目頻繁的設計・

##翻、建造、接近、现在、"以及影響的過程的人士。

##翻、建造、程工,"以及影響的過程的人士。

**Tower 1, Tower 3 and Tower 5 of the residential development in the Phase B of The YOHO Hub Development are called "The YOHO Hub."

The YOHO Hub@撰写目的第2章,往往全影成项目的第1章、第2章、第8座及第5座第6户,The YOHO Hub."

Tower 3 第 3 座 28/F

Annex 附件9

Acknowledgement Letter Regarding Miscellaneous Matters 關於其他事項的確認書

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁			
賣方	有人」)*			
	Success Keep Limited 成協有	限公司(as "Person so engaged"	作為「如此聘用的人」)#	
Phase of Development		evelopment ("The YOHO Hub"		
發展項目期數	The YOHO Hub 發展項目的領	第B期(「The YOHO Hub」)^	•	
Address	No. 1 Long Lok Road			
地址	朗樂路 1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號碼				
Date		(un	dated upon tender submission)	
日期			(投標時不填上日期)	

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

本人/吾等,下方簽署人,特此確認及接受,本人/吾等簽署物業的臨時買賣合約前已清楚明白以下事項:-

- (i) The floor-to-floor height is different for each unit. The Vendor has advised me/us to refer to the section of "Floor Plans of Residential Properties in the Phase" in the sales brochure of the Phase of Development for the floor-to-floor height of the Property.
 - 每個單位的層與層之間的高度會有所不同。賣方已建議本人/吾等參閱發展項目期數的售樓說明書的「期數的住宅物業的樓面平面圖」以了解本物業的層與層之間的高度。
- (ii) During the necessary maintenance of the external walls of Tower 1, Tower 2, Tower 3 and Tower 5 arranged by Manager of the Phase of Development, the gondola will be operating in the airspace outside windows and above flat roof / roof of the residential properties in such towers.

 在發展項目期數管理人安排於第 1 座、第 2 座、第 3 座及第 5 座外牆之必要維修進行期間,吊船將在該等大
 - 在發展項目期數官埋入安排於第 1 座、第 2 座、第 3 座及第 5 座外牆之必要維修進行期間,吊船將任該等大廈的住宅物業之窗戶外及平台/天台上之空間運作。
- (iii) Floodlights will be provided for lighting of the outdoor swimming pool of the Phase of Development. The illumination of such lighting system may have impact (if any) on individual units.
 發展項目期數之室外游泳池會裝設泛光燈以供室外游泳池的照明。該等照明系統的照明對個別單位可能造成影響(如有)。
- (iv) Lightning rod will be installed at the roof of the Residential Shuttle Lift Lobby located at 5/F of the Phase of Development, at Open Landscape Area located at 5/F of the Phase of Development, at the roof of Tower 1, Tower 3 & and Tower 5 of the Phase of Development and at the roof of lift lobby located at 3/F of the other phase(s) of the Development. Such lightning rod may have impact (if any) on individual units. 避雷針將裝設於發展項目期數 5 樓住宅穿梭升降機大堂的天台、發展項目期數 5 樓露天園景區、發展項目期數第 1座、第 3 座及第 5 座的天台及發展項目其他期數 3 樓升降機大堂的天台。該避雷針對個別的單位可能造成影響(如有)。
- (v) Communal Aerial Broadcast Distribution System (CABD system) will be installed at the roof of Tower 2 of the Phase of Development. Such CABD system may have impact (if any) on individual units.

 公共天線系統將裝設於發展項目期數第 2 座的天台上。該公共天線系統對個別單位可能造成影響(如有)。
- (vi) There may be power plant (including electricity sub-stations), religious institution (including church, temple and Tsz Tong), cemetery and graves near the Development which may affect the views of individual units. The Vendor has advised me/us to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby. The view of individual units is affected by the orientation, level,

surrounding buildings and environment of the individual unit. The surrounding environment, buildings and facilities of the Development may change from time to time. No warranty, representation or undertaking (whether express or implied) is given by the Vendor as to the view of the Property.

發展項目附近可能有發電廠 (包括電力分站)、宗教場所(包括教堂、廟宇及祠堂)、墳場及墳墓,對個別單位的景觀可能造成影響。賣方已建議本人/吾等到有關發展地盤作實地考察,以對該發展地盤,其周邊地區環境及附近的公共設施有較佳了解。個別單位所享有之景觀受其座向、樓層、周邊建築物及環境所影響。發展項目周邊環境、建築物及設施可能會不時改變。賣方對本物業的景觀並不作出任何保證、陳述或承諾 (不論明示或隱含)。

- (vii) Existing public transport interchange (PTI) ventilation louvers, smoke extraction vent louvers and exhaust of genset room of Yuen Long Station, water features, recreational facilities at children's pool, transformer room and Jacuzzi forming part of the Development may emit sounds and affect the enjoyment of the residential properties. 组成發展項目一部分的現有公共交通交匯處通風百葉、元朗站的排煙百葉和發電機排氣口、水池裝飾、兒童游泳池娛樂設施、電力變壓房和按摩池可能釋放聲音及對享用住宅物業造成影響。
- (viii) There are exposed pipes mounted at part of the flat roof on the 6/F (lowest residential floor) of each tower in the Phase of Development. Only part of the exposed pipes are covered by painted aluminium cover. 發展項目期數內的每座大廈 6 樓的部分平台(最低住宅樓層)上裝設有外露喉管,只有部分外露喉管能被油漆鋁蓋所覆蓋。
- (ix) For some residential properties, the air conditioner platform(s) outside the unit will be placed with outdoor air conditioner unit(s) belonging to that unit and/or other residential units.

 部分住宅物業外的冷氣機平台將會放置屬於其單位及/或其他住宅物業的一部或多部冷氣室外機。
- (x) Noise mitigation measures include acoustic fin(s) (which may affect the views outside the individual unit(s)), sound absorption material, acoustic window(s), fixed glazing/ fixed glazing with maintenance window(s) and acoustic balcony(ies) applied to selected residential properties of the Phase of Development. The Vendor has advised me/us to refer to the section of "Floor Plans of Residential Properties in the Phase" in the sales brochure of the Phase of Development for the location of the acoustic fin(s), acoustic window(s), fixed glazing/ fixed glazing with maintenance window(s) and acoustic balcony(ies). No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the acoustic fin(s), acoustic window(s), fixed glazing/ fixed glazing with maintenance window(s) and acoustic balcony(ies) or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.

噪音緩解措施包括適用於發展項目期數的個別住宅物業的隔聲鰭(隔聲鰭或會對個別單位對外之景觀造成影響)、吸音物料、減音窗、隔音玻璃/隔音玻璃連維修窗戶和減音露台。賣方已建議本人/吾等參閱發展項目期數的售樓說明書的「期數的住宅物業的樓面平面圖」以了解隔聲鰭、減音窗、隔音玻璃/隔音玻璃連維修窗戶和減音露台的位置。若沒有建築事務監督及其他政府有關當局的事先書面同意,住宅物業的業主不可作出或允許或忍受他人作出對隔音鰭、減音窗、隔音玻璃/隔音玻璃連維修窗戶和減音露台或其他裝置的任何改動或變更或修改。

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

本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉並接受上述事項。

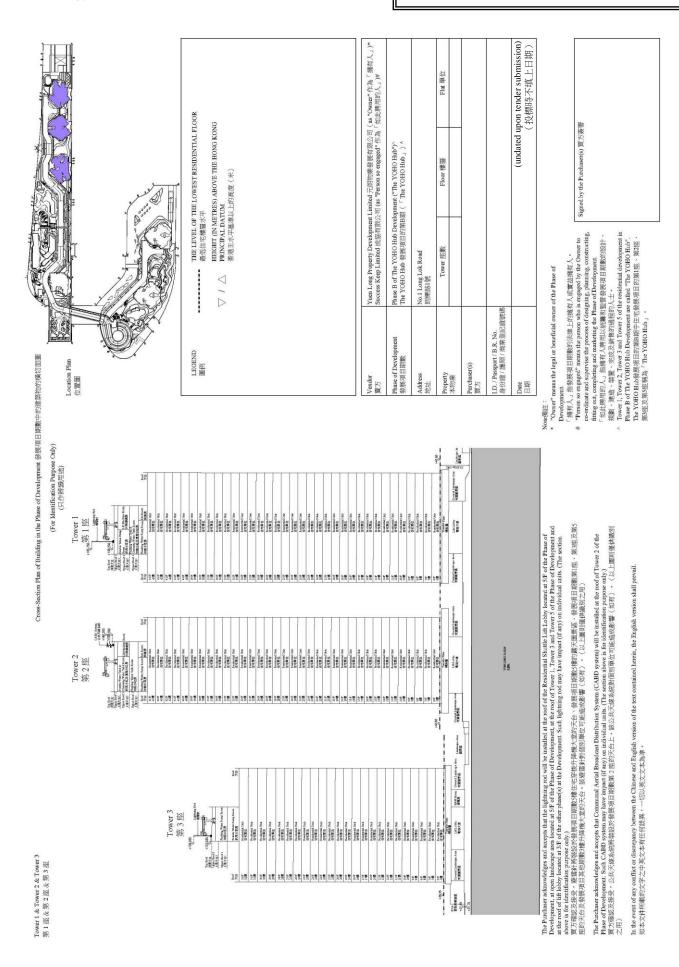
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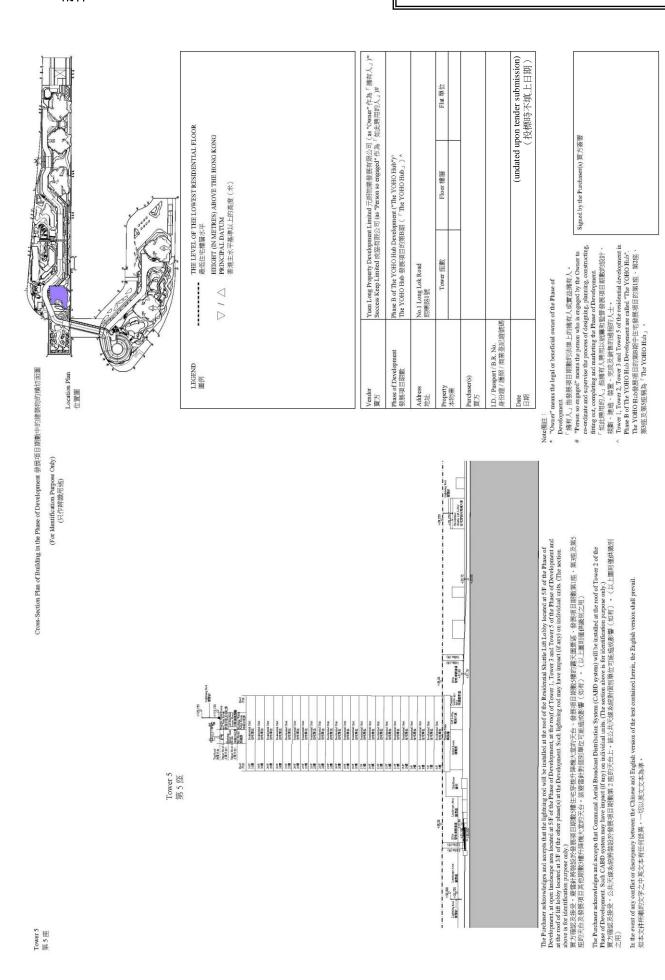
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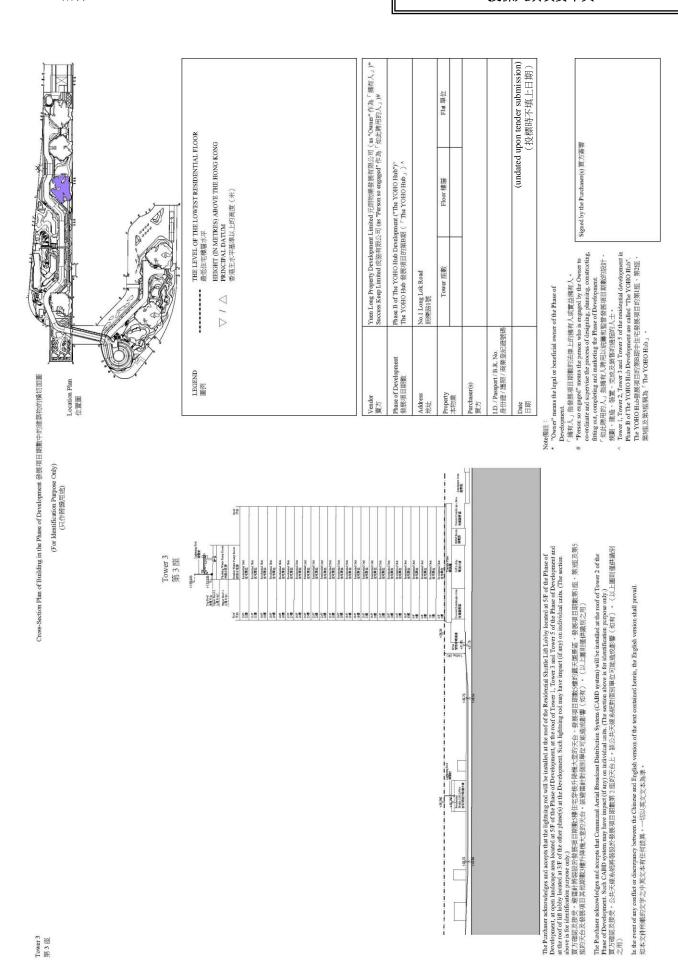
Signed by the Purchaser(s) 買方簽署	
MAN.	

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。







Annex 附件 10

Acknowledgement Letter Regarding Cabinet(s) and Curtain(s) 關於櫃及窗簾的確認書

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作			
賣方	為「擁有人」)*			
	Success Keep Limited 成協	為有限公司(as "Person so en	gaged"作為「如此聘用的	
	人」)#			
Phase of Development		Development ("The YOHO		
發展項目期數	The YOHO Hub 發展項目的	的第 B 期 (「The YOHO Hu	b _)^	
Address	No. 1 Long Lok Road			
地址	朗樂路1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號				
碼				
			ndated upon tender submission)	
日期			(投標時不填上日期)	

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

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

Cabinet(s)(if any) and Curtain(s)(if any) 櫃(如有)及窗簾(如有)

I am/We are fully aware that (i) the cabinet(s)(if any) in the Living/Dining Room and Kitchen and curtain(s)(if any) in the Bathroom(s) as shown on the plan (for the purpose of identification only) annexed hereto will be provided by the Person so engaged in the Property upon completion of the sale and purchase of the Property, (ii) the plan shows the approximate location(s) and layout of the cabinet(s)(if any) and curtain(s)(if any) only and the actual location(s) and layout may vary subject to as-built conditions; (iii) I/We shall not make any objection to the existence, design, colour or materials of the cabinet(s)(if any) and curtain(s)(if any); and (iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, I/We shall refer to the sales brochure of the Phase of Development.

本人/吾等已清楚明白(i)如此聘用的人將於本物業成交時於本物業內提供櫃(如有)於客/飯廳及廚房及窗簾(如有)於浴室,如附圖則所顯示(僅作識別之用),(ii)圖則只顯示櫃(如有)及窗簾(如有)的大概位置及佈局,實際的位置及佈局視乎現場情況而定;(iii)本人/吾等就櫃(如有)及窗簾(如有)的存在、設計、顏色或物料均不得提出異議;及(iv)圖則只供參考,而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情,本人/吾等將會參考發展項目期數的售樓說明書。

I am/We are also fully aware that (i) the Owner is not, and will not be, involved in the provision of the cabinet(s) or curtain(s) in the Property and shall not be held responsible therefor; (ii) no representation or warranty is given, or shall be deemed to have been given, by the Owner in respect of the provision of the cabinet(s) or curtain(s) in the Property; and (iii) I/we shall have no claims whatsoever against the Owner as a result of or in connection with the provision of the cabinet(s) or curtain(s) in the Property.

本人/吾等亦已清楚明白(i)擁有人不會及將不會參與有關於本物業內的櫃或窗簾的提供,及不會為此負上任何責任;(ii)擁有人就於本物業內提供的櫃或窗簾不給予或不應被視為已經給予任何陳述或保證;(iii)本人/吾等不會由於或有關於本物業內提供的櫃或窗簾而向擁有人有任何申索。

2. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.

雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(「**該條例**」)強制執行本信件下任何條款,並且同意排除該條例對本信件的適用。

3. Nothing contained herein shall be deemed or construed to vary or amend any term or condition of the preliminary agreement for sale and purchase and the agreement for sale and purchase nor shall affect or prejudice the rights and obligations of the Owner under the preliminary agreement for sale and purchase and the agreement for sale and purchase.

本確認書任何條款都不應被視為或詮釋為變更或修改臨時買賣合約及買賣合約之任何條款或細則,亦不會影響或損害擁有人於臨時買賣合約及買賣合約下之權利及責任。

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

本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉並接受上述事項。

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

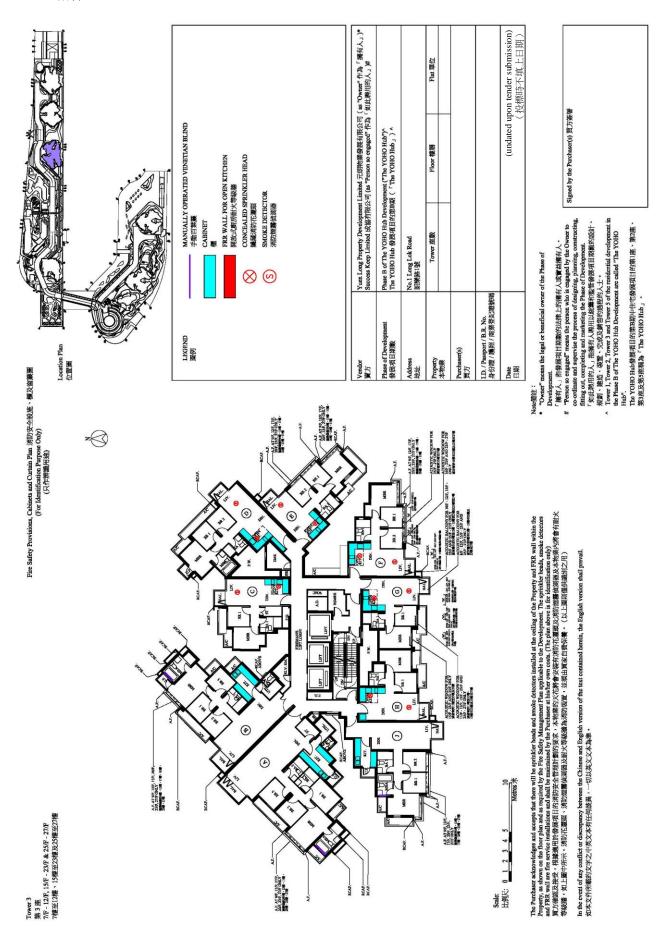
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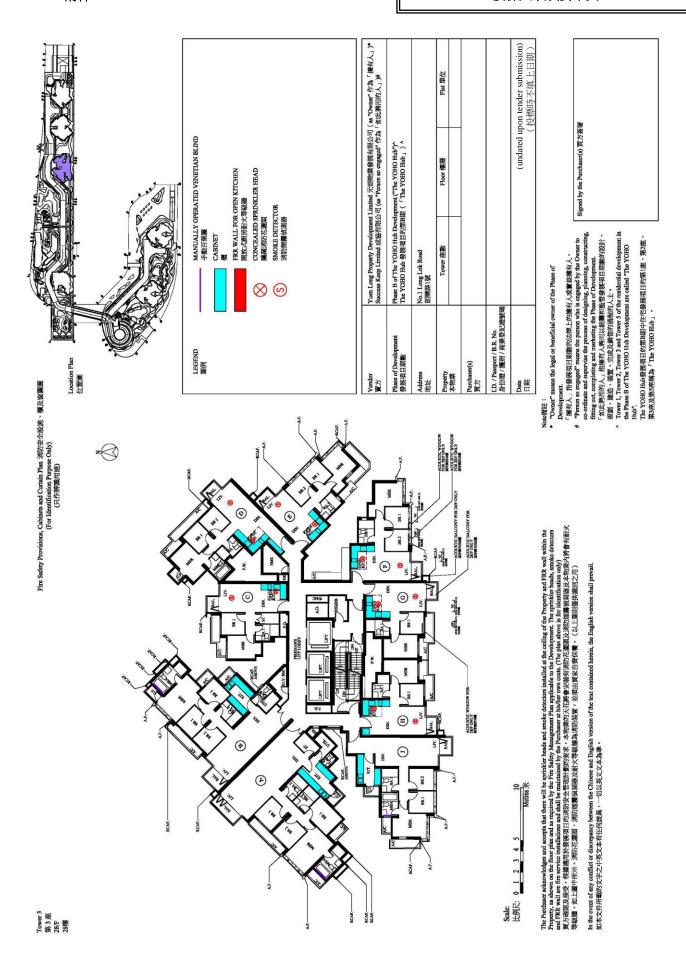
Signed by the Purchaser(s) 買方簽署		

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1座、第 2座、第 3座及第 5座稱為「The YOHO Hub」。

Annex 附件 11





Acknowledgement Letter Regarding Stamp Duty

關於印花稅的確認書

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作			
賣方	為「擁有人」)*			
	Success Keep Limited 成績	岛有限公司(as "Person so e	ngaged"作為「如此聘用的	
	人」)#			
Phase of Development	Phase B of The YOHO Hub	Development ("The YOHO) Hub")^	
發展項目期數	The YOHO Hub 發展項目	的第B期(「The YOHO H	ub 」)^	
Address	No. 1 Long Lok Road			
地址	朗樂路1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號				
碼				
Date (undated upon tender submiss				
日期			(投標時不填上日期)	

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

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

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

1. The Stamp Duty (Amendment) Ordinance 2018 (the "2018 Amendment Ordinance") was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. The Stamp Duty Ordinance has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty ("AVD") rates 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 Hong Kong permanent resident ("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.

《2018年印花稅(修訂)條例》(「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修訂條例修訂了《印花稅條例》以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,在香港沒有擁有任何其他住宅物業),均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement under the Stamp Duty (Amendment) (No.2) Ordinance 2018 《2018 年印花稅 (修訂) (第 2 號) 條例 》之收緊豁免安排

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 (the "2018 Amendment Ordinance (No.2)") was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. The 2018 Amendment Ordinance (No.2) tightens up the exemption requirement for HKPR under the New Rate. Under the 2018 Amendment Ordinance (No.2), unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are 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.

《2018年印花稅(修訂)(第2號)條例》(「2018修訂條例(第2號)」)已於2018年4月20日刊憲,法例具有追溯效力至2017年4月12日。2018修訂條例(第2號)收緊了新稅率下為香港永久性居民提供的豁免安排。根據2018修訂條例(第2號),除獲特定豁免或另有法律規定外,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,若該文書包含多於一個住宅物業,則即使該等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,在香港沒有擁有任何其他住宅物業,仍須按新稅率繳付從價印花稅。

- 3. Under the 2018 Amendment Ordinance or the 2018 Amendment Ordinance (No.2), there is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted. 根據 2018 修訂條例或 2018 修訂條例(第 2 號),可按第 2 標準稅率繳納從價印花稅或可獲豁免從價印花稅的其他情況沒有改變。
- 4. For details of the applicable exemptions to AVD at New Rate and the 2018 Amendment Ordinance (No.2), please browse the Inland Revenue Department website (www.ird.gov.hk).
 有關以新稅率計算的從價印花稅適用的豁免及 2018 修訂條例(第 2 號)之詳情,請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser 買方須遵守的程序

- 5. 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 his/her Hong Kong Identity Card(s). 買方或每名買方(視情況而定)須作出法定聲明(依照指定表格)及附上他/她的香港身分證副本。
 - - (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 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。
- 6. 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

- 7. 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/我們不能全數或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。
- 8. 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」。

- 9. 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 涉及的法律費用及代墊付費用。
- 10. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from the Vendor 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.

本確認書不構成賣方給予本人/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。

- 11. Nothing in this acknowledgement 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.
 - 本確認書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。
- 12. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本確認書中文譯本僅供參考,如與英文文本有異,概以英文文本為準。

Signed by the Purchaser(s) 買方簽署		

Note 備註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Acknowledgement Letter Regarding Option to Purchase a Residential Car Parking Space 關於認購住戶停車位的權利的確認書

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作			
賣方	為「擁有人」)*			
	Success Keep Limited 成t	岛有限公司(as "Person so	engaged"作為「如此聘用的	
	人」)#			
Phase of Development	Phase B of The YOHO Hul	b Development ("The YOH	O Hub")^	
發展項目期數	The YOHO Hub 發展項目	的第B期(「The YOHO F	ſub 」)^	
Address	No. 1 Long Lok Road			
地址	朗樂路1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser(s)				
買方				
I.D./Passport/B.R. No.				
身份證/護照/商業登記證號				
碼				
Date			(undated upon tender submission)	
日期			(投標時不填上日期)	

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

本人/吾等,下方簽署人,特此確認及接受,本人/吾等簽署本物業的臨時買賣合約前已清楚明白:-

- (a) The Purchaser will have the option to purchase a residential car parking space within the same Phase as the Property or at the other Phase(s) of the Development; 買方會獲認購一個位於與本物業相同期數或發展項目的其他期數內的住戶停車位的權利;
- (b) The Vendor makes no representation, warranty or guarantee that the Purchaser will be offered to purchase a residential car parking space within the same Phase as the Property; 賣方不作出任何陳述、承諾或保證買方會獲認購與本物業相同期數內的住戶停車位;
- (c) The residential carpark in the Phase and the residential carpark in the other Phase(s) of the Development are located at different locations, with its own entrances and lifts, and are not interlinked; 期數的住宅停車場和發展項目的其他期數的住宅停車場位於不同的位置,有各自的入口和電梯,並且互不相通。

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

本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉並接受上述事項。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署	
865.)	

Note 借註:

- * "Owner" means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 附件 14

Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) 個人資料收集聲明(新鴻基地產(銷售及租賃)代理有限公司)

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為「擁有				
賣方	人」)* Success Keep Limited 成協有限公司(as "Person so engaged" 作為「如此聘用的人」)#				
DI CD I	_		_ :		
Phase of Development 發展項目期數	Phase B of The YOHO Hub Development ("The YOHO Hub") [^] The YOHO Hub 發展項目的第 B 期 (「The YOHO Hub」) [^]				
Address 地址	No. 1 Long Lok Road 朗樂路 1 號				
Property	Tower 座數	Floor 樓層	Flat 單位		
本物業					
Purchaser(s)					
買方					
I.D./Passport/B.R. No. 身份證/護照/商業登記證號碼					
Date		(1	undated upon tender submission)		
日期			(投標時不填上日期)		

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

From time to time, it is necessary for you to supply Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited ("SHKREA", "we", "us" or "our") on behalf of the vendors with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)代表賣方爲提供服務及産品(包括處理閣下的物業交易),需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情,我們可能無法提供閣下要求的服務及産品。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information". 我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱爲「閣下資料」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance"). 本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486 章)(「條例」)的權利。

Purposes for which Your Information may be used 閣下資料可能被用作的用途

We may use Your Information for one or more of the following purposes from time to time: 我們可能不時使用閣下資料作下列一個或多個用途:

- handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction; 處理閣下的物業交易,包括準備文件和作出任何必要的安排以完成交易;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise; 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same; 如閣下尋求按揭、第二按揭、信貸融資或財務融通,與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;

- (iv) handling your applications or requests for services, products, memberships or benefits; 處理閣下就服務、産品、會籍或利益的申請或要求;
- (v) facilitating property management and security; 促推物業管理及保安;
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies"); 就我們或新鴻基地產集團(「集團」)任何其他成員或由集團成員及合資夥伴成立的合資公司(「合資公司」)提供的的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
 促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分);
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity); 進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分);
- (ix) communicating with you;

與閣下溝通;

- (x) investigating and handling complaints; 調查及處理投訴;
- (xi) preventing or detecting illegal or suspicious activities; and 預防或偵測非法或可疑活動;及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

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

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

- (i) any member of the Group;
 - 集團任何成員;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
 - 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
 - 對我們有保密責任的任何人士,包括我們的會計師、法律顧問或其他專業顧問;
- (v) any person involved in your property transaction including the vendors; and 閣下物業交易涉及的任何人士包括賣方;及
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
 - 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

除非閣下同意或不反對,我們方可在直接促銷中使用閣下資料,及(ii)除非閣下書面同意或不反對,我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend:

就直接促銷,我們有意:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
 - 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據;
- (b) to market the following classes of services and products to you: 向閣下促銷以下類別的服務及產品:
 - real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them; 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業(包括泊車位)或物業發展項目;
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
 - 我們、集團其他成員或合資公司提供的服務及產品(包括地產代理服務、信貸融資及財務服務);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
 - 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益;及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
 - 爲慈善或非牟利用途的捐款或捐贈,或企業社會責任節目或活動;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above. 爲換取金錢或其他財産,將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

If you do <u>NOT</u> wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (\checkmark) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

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

Access to and correction of Your Information 查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求,可以指定的書面形式 向我們的資料保障主任提出,其地址爲香港港灣道 30 號新鴻基中心 45 樓。

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

根據條例中的條款,我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

本人已閱讀及明白本個人資料收集聲明,包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號("✔")表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號("✔"),新鴻基地產代理有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情况而定),有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

	Please do NOT send direct marketing information to me. 請不要向我發送直接促銷資訊。	
	Please do NOT provide my personal data to other persons for their use in direct marketing. 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。 ***	
Sign	ned by the Purchaser(s) 買方簽署	

- "Owner" means the legal or beneficial owner of the Phase of Development.「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "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 of Development.「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

Annex 附件 15

PERSONAL INFORMATION COLLECTION STATEMENT

(Yuen Long Property Development Limited) ("PICS") 收集個人資料聲明(元朗物業發展有限公司)(「本聲明」)

Vendor	元朗物業發展有限公司(作	為「擁有人」)*		
賣方	Yuen Long Property Development Limited (as "Owner")*			
	成協有限公司(作為「如此」			
	Success Keep Limited (as "Pe	erson so Engaged")#		
Phase of Development		evelopment ("The YOHO Hub'	')^	
發展項目期數	The YOHO Hub發展項目的第	寫B期 (「The YOHO Hub」)^		
Address	No. 1 Long Lok Road			
地址	朗樂路1號			
Property	Tower 座數	Floor 樓層	Flat 單位	
本物業				
Purchaser				
買方				
I.D./Passport/B.R.No.				
身份證/護照/商業登記號碼				
Date			(undated upon tender submission)	
日期			(投標時不填上日期)	

- * "Owner" means the legal or beneficial owner of the Phase of Development.「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # "Person so Engaged" means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub發展項目的第B期中住宅發展項目的第1座、第2座、第3座及第5座稱為「The YOHO Hub」。

1. 私隱 Privacy

- 1.1. Yuen Long Property Development Limited (元朗物業發展有限公司) ("YLPDL", "we", "our" or "us") respects legal rights or 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. 元朗物業發展有限公司(Yuen Long Property Development Limited) (「元朗物業公司」、「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。
- 1.2. Please read the following carefully to understand our policy and practices regarding how 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. 請細閱下文,以便理解我們在如何處理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。
- 1.3. 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.

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。

1.4. If there is any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.

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。

- 2. Purposes for which we will use the personal data collected 我們將會使用收集到的個人資料作何等用途
- 2.1. We collect the personal data of you and (if necessary) your family members when you engage with YLPDL with a view to purchasing or leasing a property in one of our property developments. The collection of 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.

當閣下與元朗物業公司接治,以購買或租賃在其中一個我們的物業發展項目的物業時,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,個人資料可能會被收集。

- 2.2. 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. 我們可能將個人資料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資料。
- A. Purposes for which it is obligatory for you to provide the personal data of you and (if necessary) your family members are: 閣下必須提供閣下及(如有需要)閣下的家庭成員的個人資料所作的用途為:
- (b) 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; 處理發出帳號及付款、釐定尚欠款,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;
- (c) handling and following up service calls, enquiries and complaints; 處理及跟進服務電話通話、查詢及投訴;
- (d) verification of your identity; 核實閣下的身份;
- (e) complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on YLPDL and its subsidiaries and affiliates (collectively, "YLPDL Group") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which YLPDL or YLPDL Group companies are obliged or expected to comply; 符合根據(i)對元朗物業公司及其附屬公司和相關聯公司(合稱為「元朗物業公司集團」)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)所發出而元朗物業公司或元朗物業公司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:
- (f) enabling an actual or proposed assignee, transferee or successor of YLPDL of all or part of its business to evaluate the relevant transaction; and 使元朗物業公司一切或部分業務的實際或擬定受讓人、承讓人或繼承人能夠評估相關的交易;及
- (g) purposes directly relating to any of the above purposes. 與任何上述用途直接有關的用途。

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

Not Applicable 不適用

3. Disclosure 披露

- 3.1. In cases where we do collect personal data from you, we will: 若我們向閣下收集個人資料,我們將會:
- 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; (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 涂:
- (b) where relevant, give you the opportunity to object to a particular use of personal data; and 如屬有關的話,給予閣下機會反對個人資料被用作某特定用途;及
- tell you how we will store personal data and how you can review, change and delete the personal data we have stored.

 告知閣下我們將會如何儲存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。
- 3.2. We will take all practicable steps to keep the personal data collected confidential but we may transfer / assign such data to the following parties: 我們將採取所有切實可行的步驟,以保密收集到的個人資料,但我們可向下列人士轉移/轉讓該等資料:
- if YLPDL decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business; 如果元朗物業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、承讓人或繼承人;
- (b) The developer of our property development containing the property we are selling and leasing, and to the guaranter of the developer guaranteeing or securing the developer's construction obligations of our property development; 向包含我們正在出售及租賃物業之元朗物業公司的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;
- (c) Any agent, contractor or third party service provider who provides legal, property, agency, administrative, telecommunications, computer and other services to YLPDL 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; 向元朗物業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、承辦商或第三者服務提供者一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;
- (d) Any person to whom YLPDL is under an obligation to make disclosure under the requirements of (i) any law binding on YLPDL or other YLPDL 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 YLPDL or any other YLPDL Group companies are obliged or expected to comply; 根據(i)對元朗物業公司或其他元朗物業公司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)所發出而元朗物業公司或任何其他元朗物業公司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,元朗物業公司有責任向其作出披露的任何人士;
- to entities to whom you have expressly agreed that we may disclose the personal data of you and your family members.

向閣下已明示同意我們可向其披露閣下及(如有需要)閣下的家庭成員的個人資料的其他方。

4. Security 保安

Except as mentioned in paragraph 3 above, personal data, however stored, will be accessed only by our employees, agents or contractors who are authorized 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 authorized personnel of YLPDL 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. 除在上文第 3 段內所述外,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元朗物業公司人員或元朗物業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。

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

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.

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。

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

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 of 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.

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。

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

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 of YUEN LONG PROPERTY DEVELOPMENT LIMITED (Marked Confidential)

Address: 22nd Floor, MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong Email: PDPO@mtr.com.hk

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:

元朗物業發展有限公司個人資料私隱主任

(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 22 樓

電郵:PDPO@mtr.com.hk

8. Retention of Data 資料的保留

We will keep your personal data only for as long as necessary to fulfill 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.

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。

9. Acknowledgement	t 確認
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Please sign below to indicate your understanding of and agreement to the above provisions. 請在下方簽署以示閣下理解及同意以上條文。

 SIGNATURE OF PURCHASER 買方簽署:
NAME OF PURCHASER 買方姓名:
DATE 日期:

Annex 附件 16

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

Vendor	Yuen Long Property Development Limited 元朗物業發展有限公司(as "Owner" 作為				
賣方	「擁有人」)*				
	Success Keep Limited 成協有限公司(as "Person so engaged" 作為「如此聘用的				
	人」)#				
Phase of Development	Phase B of The YOHO Hub	Development ("The YOHO I	łub")^		
發展項目期數	The YOHO Hub 發展項目的	勺第B期 (「The YOHO Hub	」)^		
Address	No. 1 Long Lok Road				
地址	朗樂路1號				
Property	Tower 座數	Floor 樓層	Flat 單位		
本物業					
Purchaser(s)					
買方					
I.D./Passport/B.R. No.					
身份證/護照/商業登記證號					
碼					
Date		(u:	ndated upon tender submission)		
日期			(投標時不填上日期)		

- * "Owner" means the legal or beneficial owner of the Phase of Development.「擁有人」指本發展項目期數的法律上的擁有人或實益擁有人。
- # "Person so Engaged" means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development.「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 1, Tower 2, Tower 3 and Tower 5 of the residential development in Phase B of The YOHO Hub Development are called "The YOHO Hub". The YOHO Hub 發展項目的第 B 期中住宅發展項目的第 1 座、第 2 座、第 3 座及第 5 座稱為「The YOHO Hub」。

1. Your Privacy 閣下的私隱

- 1.1 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. 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。
- 1.2 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. 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。
- 1.3 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, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.

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、閣下的僱主、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。

1.4 If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

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。

- 2. Purposes for which we will use your personal data 我們將會使用閣下的個人資料作何等用途
- 2.1 We collect your personal data 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. 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。
- 2.2 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 your personal data 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. 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的個人資料。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。
- A. Purposes for which it is **obligatory** for you to provide your personal data are: 閣下**必須**提供閣下的個人資料所作的用途為:
- (a) 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; 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;
- (b) 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; 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;
- (c) handling and following up service calls, enquiries and complaints; 處理及跟進服務電話通話、查詢及投訴;
- (d) verification of your identity; 核實閣下的身份;
- (e) 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;
 - 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;
- (f) 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 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
- (g) purposes directly relating to any of the above purposes. 與任何上述用途直接有關的用途。
- B. Purposes for which it is only **voluntary** for you to provide your personal data are:

閣下可自願提供閣下的個人資料所作的用途為:

Not Applicable 不適用

3. Disclosure 披露

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

- 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; (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涂;
- where relevant, give you the opportunity to object to a particular use of your personal data; and 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
- (c) tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.

 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。
- 3.2 We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

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:

- 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; 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;
- 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; 向包含我們正在出售及租賃物業之港鐵公司的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;
- (c) 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; 向港鐵公司提供有關其業務營運及買徹在上文第 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;
- (d) 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;
 - 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;

(e) to entities to whom you have expressly agreed that we may disclose your personal data . 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。

4. Security 保安

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.

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。

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

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.

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。

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

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.

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。

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

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

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

8. Retention of Data 資料的保留

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.

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。

9. Acknowledgement 確認

Please sign below to indicate your understanding of and agreement to the above provisions. 請在下方簽署以示閣下理解及同意以上條文。

SIGNATURE OF PURCHASER 買方簽署:	
NAME OF PURCHASER 買方姓名:	
DATE 日期:	



Thank you for your interest in becoming a SHKP Club member. The objectives of SHKP Club are to promote the business and image of Sun Hung Kai Properties Group and facilitate interaction and communication between members and Sun Hung Kai Properties Group. In line with these objectives, SHKP Club will send to its members direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club from time to time. Before you apply to become a SHKP Club member, please read carefully the "Use of personal data in direct marketing" section in this application form to understand how SHKP Club may use your personal data for direct marketing purpose and the scope of direct marketing. By applying to become a SHKP Club member, you agree to receive direct marketing information relating to Sun Hung Kai Properties Group or SHKP Club. SHKP Club will not send direct marketing information that is unrelated to Sun Hung Kai Properties Group or SHKP Club. Please read carefully the Terms and Conditions of Membership (in particular the "Personal Information Collection Statement" section) which are set out in this application form as well as posted on the SHKP Club website before completing adsubmitting the application. Applicants must be aged 18 or over. Application form must be completed. Please send the application form together with required documents to SHKP Club by post (Address: 45/F, Sun Hung Kai Center, 30 Harbour Road, Wanchai, Hong Kong), or via fax at 852-2827 8804. The documents will be destroyed after checking. Applicants may also submit the application form in person and produce physically the documents for checking.

(#must be comple	eted)									
#1. 🗆 Mr.	2. Miss	3. ☐ Mrs	4. □ Ms	Personal Detai	ils					
		t (English / Pinyin and C						Date of birth (DD/MM)	
									/	
#Age Group Marital Status	□ 18-2 □ 46-4 1. □ Si	9 🗆 50-53	3 🔲 54-5		□ 30-33 □ 58-61	□ 34-37 □ 62-65		□ 38-41 □ above 65		42-45
Education level	1. 🗆 Be	elow Secondary 2. ending membership card	Secondary 3. \square P	ost-secondary 8	others 4	. University or al	oove			
Hong Kong	Flat I	Floor I Block	Building/Estate		Street No	b. Street			District	
Regions other		(Please specify the cour	*)			☐ HK	□ KLN	□ NT
Address.								Postal Code:		
Home telephon (Area Code – Phon			#Mobile number			#E-mail Address		(if applicable.)		
,	al Income (in HKD)	□ Below \$300,000 (1)		\$700,000 (4)	□ Above	\$700,000 (7)	(Club informati	on will be sent to m	embers via e-n	nails)
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		wing member of SHKP Star Member (Aged		r tenants in an SHKP	residential prope	erty or principal guests i	n the capacity of	licensee in SHKP Su	ite Hote l)	
				oility for Memb						
required docume	<u>ents</u> should be subr	<u>is required</u> if Ordinary N mitted if <mark>Star Membersh</mark> i	ip is applied for.				•		·	
documents will	be treated as Ordina	oved after SHKP Club red ary membership applican	ts tentatively.					,		
I confirm that I a capacity of licens	am eligible for <mark>Star I</mark> see in the Suite Hote	<mark>Membership</mark> in the SHKP Il developed by Sun Hung	Club by virtue of havin Kai Properties Group. (F	g purchased or r Please specify the	ented the follo property purc	owing residential pro chased/rented/licen	operty or havi sed if it differs	ng stayed as the from your preser	principal gue nt residential a	est in the address)
☐ In Hong Kon	g 🔲 Regions ot	her than Hong Kong (Pl	ease specify Country a	and Province/Mu	unicipality:)		
		dential property(ies) deve		oy Sun Hung Kai	Properties Gr	l Block Oup [See Note 1].	l Floor		Room/Flat	
	d buyer [See Note 2] ourchase of such prop	☐ Second han perty(ies), I submit copy of	id buyer [See Note 3] the relevant docum	entary evidence [§	See Note 4] or	a rates and gove	rnment rent de	mand note or		
I submit copy	of the relevant tena	idential property or princ ancy agreement or long s ar parking spaces, motor-cycle	staying agreement for y	city of licensee) o our examination	of Suite Hotel 1. 🔲 Curre	solely or jointly devent tenant Pre	perty for your of veloped by Suevious tenant	examination. n Hung Kai Prope	erties Group.	
• For the p purchase Note 2 : First hand	urpose of this Application or corporate tenant or buyer means the purch	on for Star Membership, the C corporate principal guest. laser under a sale and purcha:	lub accept's a director to be se agreement made with Su	the applicant if the in Hung Kai Properti	relevant unit is p ies Limited or an	urchased or leased or l y of its subsidiaries or	associate comp		name of that co	orporate
Note 4 : The releva First Hand Buyer/S (At least	nt documentary evident Second Hand Buyer und one of the following ha	aser other than First hand buy be (excluding management fee der personal name • Memo as to be produced.) • Assign der company name (Showing	e deposit receipt, manageme randum for sale or provisior ment or Certificate of Real I	ent fee receipt, and t nal agreement for sa Estate Ownership	the like) are copie ale and purchase Land R	es of the followings sho	wing the applica al agreement for	sale and purchase	SHKP residenti	al property
Copy of Form X/D and at least one of	2/AR1 of the Companie of the following has to b	es Registry or the Notice Filing be produced: i) Memorandur iii) Assignment	from local Administration f n for sale or provisional agr	for Industry & Comn eement for sale and Ownership	nerce in China; I purchase	ietry's land sparch reco	ement for sale a ord (type: histori	cal and current)		
The information marke processing your applic Membership. For such provided by you will only (Cap.486). Any data aci	d as necessary in the application including the verification purpose, we may compare by be disclosed or transferred cess request or data corrections.	ation form has to be provided. If you on of the information provided by y your personal information with all p to parties relevant and necessary fo ion request may be made to our Dat	u do not provide such information ou and consideration of your elig ersonal information concerning y r the purposes stated above. You a Protection Officer at its office s	n, we are unable to proc pubility to the membersh you previously provided have the right to request publicated at 45/F., Sun Hu	ess your application ip, and other purpos to Sun Hung Kai Pr t access to and corre ing Kai Centre, 30 Hi	 Your personal data and reses set out in the Personal roperties Group and by signection of your personal data arbour Road, Hong Kong (T 	lated data submitte Information Collect ing this application in accordance with el. 852-2828 7878	ed will be protected and ion Statement set out in form you consent to the the provisions of the Per- Fax. 852-2827 8804 Emi	will be used for the the Terms and C is exercise. The pe sonal Data (Privacy ail shkpclub@shkp	e purpose of onditions of ersonal data /) Ordinance .com).
I confirm that I ha	ve read carefully the '	d the Terms and Conditions " Use of personal data in dir irect marketing information	ect marketing" section be	elow and I underst	ch Terms and C and how SHKP	Club may use my pe	ersonal data fo	r direct marketing	purpose and t	he scope
Use of personal SHKP Club inten direct marketing al, and including	data in direct mark ds to use all informa may relate to Sun Hu car parking spaces)	seting ation provided by you in th ung Kai Properties Group o owned or developed by a	is application form (incl or SHKP Club, including (any Sun Hung Kai Prope	luding your name (i) real estate prop erties Group mem	e, contact deta perties located ber or for whi	ils and your replies I in Hong Kong and o ch any Sun Hung K	in the Questio overseas (whe ai Properties (nnaire portion) in ther residential, o Group member ac	direct market ommercial or ots as sales o	ting. The industri- r leasing
agent, and the lo Properties Group facilities and eve technology, trans	oan facilities offered member, including ents offered by any s sport infrastructure	ition provided by you in the ung Kai Properties Group of owned or developed by a by financial institutions the products, services, fac Sun Hung Kai Properties operations and managen ies, and charitable and no	or purchasing or leasing illities and events offere Group member, includin nent, port business, trai	d by the shops ar of property mana nsport and logist	es, (II) shoppin nd outlets in th agement, cons lics, waste ma	ng malls and hotels ese shopping malls truction, insurance, inagement, educati	owned, opera and hotels, ar financial serv onal, recruitm	ated or managed nd (iii) other types rices, telecommu ent, reward/loyalt	of products, of products, of products, on the control of the contr	dung Kai services, ormation rograms,
Suit Hully Nat Fit	operiles Group meai	nes, and chantable and no ns Sun Hung Kai Propertion ate the business and image of	es cirrileu ariu ariy corri	party in writer it i	iolus ullectily c	or indirectly at least	50% of issued	share capital.	our consent.	
communication bet Club using your info marketing informati	ween members and Sun ormation for direct mar on to you by email, and r	he the busiless and illage of h Hung Kai Properties Group. By keting purpose in the manner may also use other means. If yo box is ticked, SHKP Club may u	y applying to become a SHK and scope set out above. S ou wish to opt-out from comm	P Club member, you SHKP Club will usua nunication means ot	agree to SHKP ally send direct	#Signature				
please tick the appr phone (voice)			use all the means set out bei post	ow.		Date :	D/	M/		Υ/
		Authorizatio	n for submission of	the SHKP Clu	ub membe <u>rs</u>	ship application	form			
		(complication form on my behalf. I con			signed by the that I shall b	ed person, hereby a applicant and subn e legally liable for m or making any m	nitted by me o any unautho	n behalf of the a rized provision o	pplicant. I und	derstand
Confirmed by a	pplicant	n the form is provided by me a	nd is true and complete.]	Confirmed b	y authorized perso	n			
	ld be the same as that in t ship application form)	he								
Da	ate:	D/ M/	Υ/			Date :	D/	M/	Revised in	Y/ March 2020



^ Applicant may provide answers to this Questionnaire on voluntary basis.

iest		

We appreciate you to complete the following survey, which enable us to better understand your expectation and needs and help us to provide more relevant service and offers to you. All answers will be handled completely confidential.

Please tick all that interest									
1. SHKP Related informat	ion								
 a. SHKP properties 			c. 🗆 SHKP Malls		d. Telecommur	nications	е. [Hotels	
f. Dapanese Departm	ent Stores	g. Others (please s	specify:)				
2. Life									
a. Current affairs			decoration	c. Food & beverages		d. Fashion			Home maintenance & cleaning
f. Wealth managemen			h. Car / Driving		i. ☐ Reading and culture		j. [j. 🗖 Beauty & fitness	
'	tronic products / computers I. Health Information			m. Others (please specify: _)		
Leisure and entertainm		. =						_	
	□ Pop music b. □ Travel			c. Movies		d. Sports			Computer games
f. Cooking	□ Cooking g. □ Trend □ Others (please specify:)		h. 🗖 Pets		i. Quality living		J. L	Gardening	
 Property-related events a. □ New Hong Kong pro 				o 🗆 Now du	should provious	d 🗆 Mombor / fir	rot timo huwar inconti	voo o 1	☐ Member / upgrader incentives
f. Purchase referral pr		g. Mortgages	oroperty previews	h. Related					Home maintenance workshop
k. Others (please spec)	II. La Relateu	legal issues	i. La Florife desig	ii/ renovation worksi	iops j.	- Home maintenance workshop
5. How many residential p									
a. \square 0	b. 🗆 1		c. 🗆 2		d. 🗆 3		e. 🗆 4		f. D 5 or more
6. If you were to buy a new r	esidential proper	tv. would vou sell all of	f vour other reside	ntial property(ie		ed in HK. or assign th		tive(s) fro	om the time of purchase and with
6 months after the estima					se relatives		d. Undec		e. Not applicable
7. Are you or anyone in yo	ur household p	lanning to buy a res	idential property	in Hong Kond	in the next two	vears? If so, woul	d you / they be a fir	rst-time	buyer?
Me: a. D Yes (first-time									,
8. What layout(s) would y	ou consider wh	en buying a resident	tial property in th	ne next two ye	ars?				
a. 🗆 I plan to buy a resid	ential property (ti	ck all that apply)	b. 🔲 Studio o	r 1-bedroom ´ o	. 🗆 2-bedroom	d. 🗆 3-bedroom	e. 🗆 4-bedroom o	or more	f. 🔲 I'm not planning to bu
	Ot-ff O-l				No				
	Staff Only				No.				
		(//)		(/ /)					
	On-site Checkin	g: 🔲	No.:						

Terms & conditions of membership_

Approve

Accept

Reject

These Terms and Conditions are binding on all Members of the SHKP Club (the "Club") operated by SHKP Club Limited. Members shall include Ordinary Members, Star Members and such other kinds of members as may be admitted by the Club from time to time. By signing the Application Form herein to become a Member of the Club, the applicant agrees to be bound by these Terms and Conditions (as may from time to time be in force. upon becoming a Member of the Club.

Сору

MEMBERSHIP

MEMBERSHIP
The minimum age requirement for a Member is 18 years of age. All applications for and renewals of Membership shall be subject to the approval of the Club, which it may approve or not at its absolute discretion and without giving any reason therefor. Membership will be valid for such period as the Club may specify from time to time. Membership may be renewed for such period and in such manner at the absolute discretion of the Club. In particular and without prejudice to the legenerality of the foregoing, on renewal of Membership, Members shall upon request protein support of the prejudice to the foregoing, on renewal of Membership yroof in support of the foregoing statisfaction and produce such documentary protein support of the Club shall deem fit. Members have no voting right as to the constitution, operation or management of the Club nor any right in or any claim over any assets of the Club. Membership of the Club is non-transferable.

MEMBERSHIP CARD

Each Member will be issued a Membership card and a renewal Membership card (each, a "Card") by the Club upon acceptance of the Membership application and renewal of Membership. The Member must sign the Card immediately upon receiving the Card using the same signature as on the Application Form. The Card remains at all times the property of the Club and the Club reserves the right at any time to revoke the Card and/or terminate the Membership of any Member without giving any reason therefor and to require the Card to be returned to the Club upon request. The Card may only be used by the Member to whom the Card was issued and the Card is not transferable. The Card must be produced upon request as proof of Membership to enable the Member to enjoy the facilities and services offered to Members. If the Card is lost, damaged or stolen, it should be reported immediately to the Club. A charge may be imposed by the Club for the issuance of a replacement Card.

FACILITIES AND SERVICES

PACILITIES AND SERVICES.

Upon admission, Members will be eligible to receive and enjoy the facilities and services provided or procured by the Club subject to the Club's invitation and any specific terms and conditions which may be imposed by the Club in relation to such facilities and services. Invitation to Members shall be at the absolute discretion of the Club. The Club shall have the right to provide facilities and services to different kinds of Members subject to different terms and conditions at its absolute discretion. The Club shall have the right, at any time at its absolute discretion without giving any notice or reason to Members, to terminate the operation, provision and/or availability of any facility or service. The Club shall not be responsible for the refusal of any persons including any merchants or stores to honour the Card nor shall it be responsible in any way for the goods and/or services supplied by them to any Member. No Member shall make use of the Club or the facilities, services, information or documents provided or procured by the Club for any commercial, immoral or illegal purposes.

THE CLUB'S RESPONSIBILITIES

Unless due to the negligence or willful default of the Club or any of its employees or duly authorized agents, the Club shall have no responsibility or liability whatsoever to any Member or any other person for any loss, damage, costs, charges or expenses of any kind howsoever (whether directly or indirectly) caused or arising as a result of or in connection with the Member's Membership of the Club.

REIMBURSEMENT OF COST BY MEMBER

The Club reserves the right to require a Member to reimburse the Club of all costs and expenses incurred by it in the provision and/or delivery of any information or documents requested by the Member.

AMENDMENT OF TERMS AND CONDITIONS

The Club shall have absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Member will be bound by such amendments unless his/her Card is returned to the Club for cancellation before the date specified in the notification upon which the amendments are to take effect.

RESIGNATION

mber who wishes to resign from his/her Membership shall give to the Club at least 7 days advance notice in writing to that effect. The Card must be surrendered to the Club together with the resignation notice by registered mail. EXPULSION OF MEMBERS

EXPOLISION OF MEMBERS

The Club may, if it considers that any Member has conducted himself/herself in any way injurious to the Club or prejudicing the interests of the Club or has committed any breach of these Terms and Conditions expel the Member from Membership of the Club and the decision of the Club shall be final and conclusive. A Member who has been expelled from the Club shall cease to have any rights, benefits or privileges of Membership and any rights to enjoy the facilities and services provided or procured by the Club and shall immediately, upon receipt of the notice of expulsion, surrender to the Club his/her Card.

TERMINATION OF OPERATION OF THE CLUB

SHKP Club Limited shall have the right at any time at its absolute discretion without giving any notice or reason to Members to terminate the operation of the Club. Upon the termination of the operation of the Club, all rights and privileges of Members shall cease and all the Members shall, forthwith upon notification, return their respective Cards to the Club. No claim or demand of whatsoever nature and howsoever arising shall be made by Members against the Club, the directors, shareholders or management of SHKP Club Limited in connection with such termination

PERSONAL INFORMATION COLLECTION STATEMENT

PERSONAL INFORMATION COLLECTION STATEMENT
Each applicant for Membership is required to supply all the personal data and other information requested in the Application Form (except those specified to be not obligatory) in order to enable the Club to consider his/her application. Failure to do so may result in the Club being unable to process the application. If the application is successful, further personal data and information relating to an application for Membership continues.

Personal data and Information relating to an applicant or Member may be used by the Club to facilitate or in connection with any or all of the following purposes:
(a) processing application for Membership; (b) verification is supplied to the Club; (c) researches and/or analysis by the Club and/or any Sun Hung Kai Properties Group members; (d) providing information related to Sun Hung Kai Properties Group including the products, facilities, services and other advantages from time to time offered by Sun Hung Kai Properties Group to the Members and rallying and arranging for the same to be provided (see also Use of Personal Data in Direct Marketing); (e) evaluating and improving the facilities, services and/or products offered to Members or customers generally by the Club and/or Sun Hung Kai Properties Group; (f) facilitating communications between Members and the Club and/or Sun Hung Kai Properties Group; (g) in order to determine the Member's eligibility to any products, facilities, services and other privileges, benefits and other advantages offered by the Club and Sun Hung Kai Properties Group and consider what may best suit the Member's needs, comparing the Member's personal information with all personal information concerning the Member's provided to Sun Hung Kai Properties Group; (i) meeting any requirements to make disclosure under any applicable law; (i) any other purpose which an applicant or Member may from time to time.

Use of Personal Data in Direct Marketing. We intend to use all information provided by you in your application form (including your name, contact details and your replies in the Questionnaire portion) in direct marketing. The direct marketing may relate to Sun Hung Kai Properties Group or SHKP Club, including (i) real estate properties located in Hung Kai Properties Group or SHKP Club, including (i) real estate properties (in Hung Kai Properties Group member or or which any Sun Hung Kai Properties Group member or or which any Sun Hung Kai Properties Group member and as a sales or leasing agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties. (ii) shopping malls and hotels, when the products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and (iii) other types of products, services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and control the services, facilities and events offered by the shops and outlets in these shopping malls and hotels, and control the shopping malls and hotels, and control the services, facilities and events offered by the shopping malls and hotels, and control the shopping malls and hotels and non-products. The service is the services of the services of the services of t

Sun Hung Kai Properties Group means Sun Hung Kai Properties Limited and any company in which it holds directly or indirectly at least 50% of issued share capital. The personal data provided by you will only be disclosed or transferred to parties relevant and reasonably necessary for the purposes stated above.

Each Member has the right to request access to and correction of any of his/her personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap.486). Any data access request or data correction request may be made to our Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Tel. 852-2828 7878 Fax. 852-2827 8804 Email shkpclub@shkp.com).

Being our valuable member, we thank you for your continuous support and from time to time we will share with you the latest information about Sun Hung Kai Properties Group and SHKP Club which might interest you. Should you not wish to receive direct marketing material and/or information from SHKP Club, you may exercise your opt-out right by notifying us in writing to the Club's Data Protection Officer at its office situated at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong, by email to shkyclobl@shkp.com, by fax at 852-2827 8804 for call our hotilothe at 852-2828 7804.

Please be assured that even if you have chosen not to receive our direct marketing materials, we shall continue to honour your membership and you will continue to enjoy the benefits conferred accordingly thereunder. You can still learn of our offers on our website or notices at the various venues under the Sun Hung Kai Properties Group.

APPLICABLE LAW
These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

GOVERNING VERSION
The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions

[Revised in March 2020]



感謝閣下有興趣成為新地會會員。新地會的目標是為推廣新鴻基地產集團的業務及形象,並促進會員及新鴻基地產集團的雙向溝通及通訊。按此目標,新地會將會不時向會員發送跟新鴻基地產集團及新地會有關的直接促銷資訊。在申請成為新地會會員之前,敬請閣下仔細閱讀本申請表格中「使用個人資料作直接促銷」部分的條文,以明白新地會可以如何使用閣下的個人資料作直接促銷用途,以及直接促銷的範圍。閣下申請成為新地會會員,即是閣下同意收取有關新鴻基地產集團及新地會的直接促銷資訊。新地會將不會發送跟新鴻基地產集團或新地會無關的直接促銷資訊。

在填寫及簽署申請表格前,請詳閱刊載於本表格中及新地會網頁內的會員守則(特別是個人資料收集聲明一項)。申請人必須年滿18歲或以上,並須填寫申請表格。請同時附上所需證明文件寄回新地會辦事處 (地址:香港港灣道 30 號新灣基中心 45 樓),或傳真至852-2827 8804,以便本會核對申請人之身份及個人資格。在核對後,證明文件副本會隨即被毀滅。申請人亦可親身到本會辦事處提交申請表格並同時 出示證明文件以供本會查對。

出示證明文件以供本 (#必須填寫)	(會查對。								
(#必須與為)				個人省	5料				
± 1. □ 先生	2. 🗆 小姐		3. □ 太太	4. □ 女士	CT I				
	英文姓名 / 姓名拼	音及中文姓名	- , , ,				出生月日		
								月	日
#年齡組別	□ 18-21		□ 22-25	□ 26-29	□ 30-33	□ 34-37	7	□ 38-41	42-45
And Arm (Lib Seri	46-49		□ 50-53	54-57	□ 58-61	□ 62-65	5	□ 65以上	
婚姻狀況 教育程度	1. □ 未如 1. □ 中學		2. □ 已婚 2. □ 中學	3. □ 離婚 3. □ 大專或其他	4. □ 大學或	以上			
	的會員證將郵寄至		2 / -	3 / (1.5%) (1.5%)	/ (3-5)	V-7/1			
□香港	ı Jeh		1 + = 1 = ++		, /d= p.ts	1 /4- /-			
室	l 樓	座	Ⅰ大廈/屋苑		Ⅰ街號	l 街名 □ 香港		□九龍	□新界
□香港以外地區	(請註明國家:)		_ E/E			<u>□</u> ₩191
詳細地址:									
								郵政編號:	
住宅電話(區號-	號碼)		#手	提電話		#電郵地址			
,	,						(木命的資訊及例	憂惠將以電子郵件發達	· 茶公会員。\
個人年薪 (港元)	□ \$300,000	以下 (1)	□ \$300,000	- \$700,000 (4)	□ \$700,000以	上 (7)	(千百円)共加入日	EWN/NE JEHIW	CM EX)
				會第	<u> </u>				
本人申請成為新地	也會之: 口 曾	普通會員 (年滿	18 歲或以上)		18歲或以上並是新地	住宅物業買家或	租客或套房酒戶	吉之首要賓客(以評	午可人的身份))
				會員資格及					
若申請成為 普通 證明文件副本。	會員, <u>只需遞交有效</u>	(之電話號碼證	<u> </u>	<u>。</u> 若申請成為 <mark>星級會</mark> 」	員・申請人必須填寫以	人下欄目・遞交査	<u>す效之電話號碼</u>	證明或電郵地址	<u>證明</u> 及下列的 <u>所需</u>
申請星級會員之人	已經符合下列星級會	員的入會條件		申請成為普通會員處理 的新鴻基地產集團所發				填寫此欄)	
物業名稱		., (,,,,,_			,	座	樓	13	=
□ 第一手買 現提交 □ 本人是新鴻基 現提交有關和	地產集團(獨資或合資家 〔見附註 2〕 □ 有關購買上述物數 地產集團(獨資或合資物或長期住宿協議員 與 也不包括位於住宅發展	↑ 業之文件副本 資)所發展的住 訓本,以供查核] □ 徽收差餉及地科 雱酒店之首要賓客 (以 □ 以往租客			完成購買上述	物業之證明文件畐	本・以供查核。
附註 2: 第一手買家 附註 3: 第二手買家 附註 4: 證明申請人 第一手買	R 指於買賣合約內之買力 R 指除第一手買家外之身 人為新鴻基地產集團所 家/二手買家 <u>以私人名</u>	方,而賣方為新河 其他買家。第一 發展的住宅物業 養 購買 之物業:(鳥基地產發展有限公司 F買家/二手買家一視同 2買家的有關書面證明	會接納該公司之董事為買 或其附屬或聯營公司。 引仁為新地物業持有者。 文件(管理費按金收據、管 頁的副本)	T理費收條等除外)為 臨時買賣合約 ● 樓契或	房地產權證 冊署查冊記錄 (類別	刂:過往及現況詳	·情)	
香港公 及最少本申請表格中標示 成為資員的資格 個人資料將只會被拡	>右列任何一項的副本 為所需的資料必須提供 以及會員守則中個人資 故露或轉移予為上述目的	R1 或中國各地工 i) 訂購合約 。如閣下未有提 料收集聲明內指 的使用有關資料	战臨時買賣合約 ii) 模 供該等資料・本會將無明的其他用途。為此月 時,合理而有需要把有	構案通知書之副本(以證明 基契或房地產權證 iii) 莊法處理閣下的申請。閣 用途,閣下簽署此申請表 關資料轉移予相關人士及 港灣道30號新鴻基中心4	正式買賣合約 iv) 土地註 下提供的個人資料及有關 各即表示同意我們可將閣 機構。閣下有權根據《個,	冊署查冊記錄 (類別 資料將予保密及用 下個人資料與閣下 人資料(私隱)條	於處理閣下的申記 先前提供給新鴻 列》(第486章)的	請,包括核實閣下提 基地產集團的資料加 規定,要求查閲或更	以比較。閣下提供之
				簽署	<u>2</u> i				
並且明白新地會可 遞交之文件均屬真	以如何使用本人的個 實、正確及完整。本 本人身份及會籍狀況之	人資料作直接促 人並授權貴會可	銷用途,以及直接促 向任何其他新鴻基地	於會員守則及同意個人資料 銷的範圍。本人同意收 產集團成員查核本人的 而遞交之文件,均不會發	収有關新鴻基地產集團及 資料 本人亦同意及授權	多新地會的直接促 其他新鴻基地產	消資訊。本人聲 集團成員披露有	明以上各項填報資料 關本人之資料予貴會	斗及就有關此申請而 會。本人同意以填報
新地會有意使用開港和世界各地由係機構為購買或租戶 機構為以及(iii)由 活動,以逐藥輸和報	图下在本申請表格中 王何新鴻基地產集團 用該等物業而提供的 任何新鴻基地產集團 勿流、廢物管理、教	成員擁有或發 貸款安排,(ii) 園成員提供其例 育、招聘、獎	展,或由任何新鴻 由任何新鴻基地產: 也種類的貨品、服務 賞/獎勵/優惠計劃、	名、聯絡資料及閣下在 基地產集團成員任銷售 集團成員擁有、營運或 8、設施及活動包括物 企業社會責任活動,	善或租賃代理的地產物 管理的商場及酒店, 業管理、建築、保險、 及慈善和非牟利的事務	n業(不論住宅、 包括位於該等商 ⁵ 、金融服務、電記	·商業或工業樓 場及酒店的商戶 ·飛、資訊科技、	雙字,並包括泊車(≦及店舖提供的貨 交通運輸基礎設)	位),以及由金融 品、服務、設施及 施運營和管理、港
新地會的目標是為 申請成為新地會電	高推廣新鴻基地產集 會員,即是閣下同意	團的業務及形 新地會使用閣	象,並促進會員及新 下的個人資料以上	有最少 50% 已發行股 所鴻基地產集團的雙向 述方式及範圍作直接仍 欲拒絕用電郵以外的打	溝通及通訊。閣下 ¹ 足銷。新地會通常	#申請人簽署			
	適當的方格加☑號。			會即可使用所有下列	通訊方式:	日期:	日/	月/	年/
				授權遞交新地			Statement of the state of	In I A Mark the second	
本人	(八八司夕稱 - +	の適田) ウ	(申請人身份證上的	姓名) 現委託 - - - - - - - - - - - - - - - - - - -				格由會籍申請者簽名 內資料或作出處假履	
代表本人派交新地會力	(以公司名稱,如 大會申請表格,並確認表材	,	提供・及由本人簽署確認		父。 平入明日 關的法律責任		が通日供報以史の	改資料或作出虛假例	K 201. 7 平八而貝上作
	(需與新地會入會申請表格簽				獲授權人簽				
日其	月: 日	/	月/	年/		日期:	日/	月/	年/
	и	r	711	Τ/		₩ 793 '	⊢/		千/ 資料於 2020 年03月1

^申請人可自願提供此問卷答案

		問卷^		
見誠激閣下填寫以下問券,讓我們	更了解閣下的期望及需要・以便提供更適切的服			
請剔選有興趣之項目		77117 - 1117 - 1117		
1. 有關新鴻基地產資訊				
a. □ 樓盤	b. □ 保險	c. □ 商場	d. □ 電訊	e. 🗆 酒店
f. □ 日式百貨	g. 🗆 其他 (請註明:)		
2. 生活	,			
a. 🗆 時事		c. □ 飲食	d. □ 潮流服飾	e. □ 家居保養及清潔
f. □ 財富管理	g. 🔲 親子	h. □ 汽車/駕駛	i. □ 文化閱讀	j. □ 美 容 / 健 身
k. □ 電子產品/電腦	Ⅰ. □ 健康資訊	m. □ 其他 (請註明:)	
3. 娛樂消閒	+->+		, <u> </u>	
a. □ 流行音樂 f. □ 烹飪	b. □ 旅遊 g. □ 潮流	c. □ 電影 h. □ 寵物	d. □ 體育 i. □ 優質生活介紹	e. □ 電腦遊戲 j. □ 園藝
k. □ 其他 (請註明:	g. □ /#1//IL	[]. ☐ 月E-70]	1. □	J. □ 图套
a. □ 參觀香港新樓盤		c. □ 參觀新樓會所	d. □ 會員首次置業優惠	e. □ 會員換樓置業優惠
f. □ 推薦親友置業計劃		h. □ 置業法律知識講座/資訊		j. □ 家居保養工作坊
k. □ 其他置業服務及活動	(請註明)			•
5. 請問您現時在香港持有多少				
a. 🗖 0	b. □ 1 c. □ 2	d. 🗆 3	e. 🗆 4	f. 🗆 5 或以上
	你會否在購入新住宅物業至入伙後六個			
a. □ 會,全部出售	b. □ 會, 全部轉讓給近親	c. □ 不會	d. □ 未決定	e. 🗆 不適用
	『於未來兩年在香港自置住宅物業? 如有			
本人: a. □ 有 (是 / 否)		同住親友: c. □ 有 (是 / 否 i	頁置) d. □ 沒有	
3. 如有打算置業, 請剔出未來		1005 - 045481	* - 22 ±	
a. □ 有 (可剔挺多於一項:	b.□ 開放式或 1 房 c. □ 2 房	a. □ 3 房 e. □ 4 房以以上)	1. □ 没有	
Ràb S	員 專用	編號		
400.5	7. 予用	/ / / / / / / / / / / / / / / / / / /		
	(//)	(/ /) [

本守則對由新地會有限公司經營之「新地會」(簡稱「本會」)之所有會員均有約束力。會員包括普通會員、星級會員及本會不時招募之其他種類的會員,經此申請表格申請成為本會會員,申請人即同意受 本會員守則(包括不時生效之條款及條件)約束

副本

會員必須年滿18歲。所有會籍申請或續期須經本會批准:本會有絕對酌情權批准或不批准有關申請及續期,無須作任何解釋。會籍的有效期為本會不時指定的年期。本會有絕對酌情權按照任何期限或方式延續 會籍。在對上述條文沒有任何影響的情況下,當會員會籍續期時,會員必須應本會要求,證明其符合本會會員之資格,並提交本會所須之證明文件,以供批核。會員對本會之組織、運作或管理無投票權,亦對 本會之任何財產無任何權利或追索權。本會之會籍不得轉讓。

會員證

每位會員於其會籍申請及續期被接納後,將獲本會發出一張會員證及延續會員證(各自簡稱「會員證」)。新會員於收到會員證後應立即於證上簽署,而會員證上之簽名須與申請表上之簽名相同。會員證在任何情況下均為本會之財物,本會有權隨時撤銷該證之效力及 / 或終止會員之會籍,而無須給予任何理由。本會亦有權要求會員歸還會員證予本會。會員證祇供獲發該證之會員使用,不得轉讓。會員於享用本會所提供之設施及服務時,須於被要求時出示會員證作為其會籍的證明。倘若會員證遭進失、損壞或被竊,須立即通知本會。本會補發新證,可收取費用。

會員於被批准入會後,即有資格接受及享有本會提供之設施及服務,惟須先得到本會之邀請及接受本會於提供該等設施及服務時訂明之任何特定條款及條件限制。有關對會員作出之邀請,本會有絕對酌情權。 本會有絕對酌情權於不同條件下,提供設施與服務予不同類別之會員。本會有絕對酌情權隨時終止任何設施或服務之提供及 / 或其運作,而無須向會員發出通知或給予任何理由。本會就任何人士包括任何商人 或店舖拒絕承兑會員證與及商戶所提供之貨品及 / 或服務,概不負責。會員不得利用本會或本會提供之設施、服務、資料或文件作任何商業、不道德或不合法用途。

本會之責任

除非由於本會或其僱員或妥為授權代表之疏忽或過失,本會無須為任何因會員之會籍或與會籍關連而直接或間接導致或引起任何性質之損失、索償、費用、收費或支出,向任何會員或任何其他人士承擔責任或 法律責任。

會員償付費用

本會保留權利向會員收取費用,作為償付本會按會員要求提供及/ 或送付任何資料或文件時所引致之費用或支出。

间中昌會的軍

本會有絕對酌情權不時更改本會員守則,並以其認為合適之任何方式通知會員任何上述之更改。除非會員證在更改生效並載明於向會員通知之日期前被歸還本會以便註銷,否則會員須受該等已更改之守則約束。

任何打算退出會籍之會員應於最少7日前以書面預先通知本會,表明其意向,並將會員證隨同退會通知,以掛號函件寄回本會。

編號 □不接納

開除會籍

本金価芸認為任何金昌之行為對本金有掲或與本金之利益相違或違反任何金昌守則,本金可開除有關金員於本金之金籍,而本金之決定為最後及終局性的。被開除金籍之金員停止擁有金籍所授予之任何權利、 福利或優惠,而且不再有權接受及享有本會提供之設施及服務。被開除會籍之會員於收到開除會籍之通知後須立即向本會交還會員證

新地會有限公司有絕對酌情權於任何時候終止本會之運作而無須向會員發出通告或給予任何理由。於本會之運作被終止以後,會員之一切權利及優惠即告終止,而全部會員應在接到本會運作終止之通知後立即向 本會交還會員證。於任何情況下,會員不得亦不能因本會終止運作而向本會、新地會有限公司之董事、股東或管理人員提出任何性質或在任何情況下引致之案償或要求。

個人資料收集聲明

每一位申請會籍之人士必須提供此申請表格內所要求之全部個人資料及其他資料(訂明非必須提供者除外),以便本會考慮其申請。若申請人未能根據要求向本會提供該等資料,可能導致本會無法處理有關申請。 如申請獲批准,在會員之會籍有效期間,本會可收集進一步之個人資料及其他資料

申請人或會員之個人資料及其他資料可被本會用作促進或與下列有關之所有或任何用途:

現場審查:□

核:□接納

中語內、裝賣具之間內具科及共也具料的核平審用作的經典或與下列有關之的情況在內內地。
(a) 處理會籍之申請;(b) 核實提供予本會之資料;(c) 為本會及/或新鴻基地產進行研究及/或分析;(d) 不時向會員提供關於新鴻基地產集團的資訊,包括新鴻基地產集團為會員提供的產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其他得益的資訊並且為會員匯集及安排該等產品、設施、服務及其他優惠、獎賞及其世得益的資訊並且為會員與本會間的溝通,並鼓勵會員就其對本會及/或新鴻基地產集團之設施、服務及/或產品之需要及期望作出回應;(g) 為確定會員享用本會及新鴻基地產集團產品、設施、服務及其他優惠、獎賞及其他得益的資格,並考慮會員的需要,而將會員個人資料與會員先前提供給新鴻基地產集團的所有個人資料加以比較;(h) 履行任何適用法律下要求披露之規定;(i) 任何經申請人或會員 不時同意之其他用途。

使用個人資料作直接促銷:新地會有意使用關下在本申請表格中提供的所有資料,包括關下的姓名、聯絡資料及關下在問卷中的回覆進行直接促銷。直接促銷可以關於新鴻基地產集團或新地會,包括: (i) 香港和 使用個人資料作且接收銷;新地會有意使用網下任本中請表倍中提供的所有資料,包括網下的姓名、海路資料及網下任同卷中的回傳雖行且接收銷。且接收銷可以關於新鴻基地產集團或與新地會,包括:(()) 香港和 世界各地由任何新鴻基地產集團成員擁有或發展,或由任何新鴻基地產集團成員任銷售或租賃代惠的地產物業(不論住宅、商業或工業標字,並包括泊車位),以及(iii)由任何新鴻基地產集團成員提供其他種類的資品、服務、設施 及活動包括物業管理、建築、保險、金融服務等、電訊、資訊科技、交通運輸基礎設施運營和管理、港口業務、運輸和物流、廢物管理、教育、招聘、獎賞/獎勵/優惠計劃、企業社會責任活動,及慈善和非牟利 的事務。新地會需要閱下的同意方可使用閣下的個人資料有直接促銷。 新鴻基地產集團指新鴻基地產發展有限公司及任何由其直接或間接持有最少50%已發行股本的公司。

閣下提供之個人資料將只會被披露或轉移往與上述目的相關及合理而必要之單位。

·位會員均有權根據《個人資料(私隱)(修訂)條例》(第486章)的規定,要求查閱或更正閣下之個人資料。如有任何查閱或更正資料要求,可向本會資料保障主任提出,其辦事處位於香港港灣道30號 新鴻基中心45樓。(電話: 852-2828 7878 傳真 852-2827 8804 電郵: shkpclub@shkp.com)

新地會感謝會員長期支持,我們不時與會員分享新鴻基地產集團及新地會的各種最新資訊。如關下不願意收取新地會的直接促銷材料及/或資訊,可以向我們發出書面通知,郵客至香港港灣道30號新鴻基中心 45樓新地會資料保障主任收、電郵至shkpclub@shkp.com、或傳真至852-2827 8804,或致電新地會熱線 852-2828 7878

即使閣下選擇日後不收取我們的直接促銷材料及/或資訊・我們亦會依舊尊重閣下之會籍,以便閣下能繼續享受更多的會員福利。你可以透過本會網頁或張貼於新鴻基地產集團旗下不同地點的通告得悉本會 其後的優惠訊息

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異,概以英文文本為準。

[更新資料於 2020 年03月]