

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE
OF
載有下述物業招標條款之招標公告

House H3, The Highland and 1 residential Parking Space on B/F of The Laguna, The Bloomsway,
18, 28, 29 Tsing Ying Road, Tuen Mun, New Territories, Hong Kong. (the “**Property**”)
香港新界屯門青盈路 18、28 及 29 號 滿名山 山庭 H3 號 洋房及一個在滿庭地庫之住宅停車位
(「**該物業**」)

From: Senworld Investment Limited (the “**Vendor**”)

本文件由仁偉投資有限公司（「**賣方**」）發出

To: tenderers of the Property

致：該物業投標人

- (1) To make an offer to purchase the Property, you shall
如欲作出邀約購買該物業，閣下須
- (a) complete and sign the Offer Section of this document below (the “**Offer Section**”) without any amendment to this document;
填妥及簽署本文件下文要約部份（「**要約部份**」）（不得修改本文件）；
 - (b) complete and execute the enclosed forms of the preliminary agreement for sale and purchase of the Property (the “**PASP**”), each without any amendment;
填妥及簽立該物業之臨時買賣合約（「**臨時買賣合約**」）（不得修改本文件）；
 - (c) complete and sign the enclosed forms of “**Warning To Purchasers**”, “**Personal Information Collection Statement**” and “**Acknowledgement Letter**” all without any amendment;
填妥及簽署「**對買方的警告**」、「**收集個人資料聲明**」及「**確認信**」（其格式附夾於本文件，不得修改）；
 - (d) complete and sign the enclosed forms of the
 - “**Supplemental Terms of Cash Rebate for Early Completion and Full Payment of Purchase Price**”, and
 - “**Supplemental Terms of Early Possession and Postponement of Completion**”(collectively the “**Supplemental Terms**”), each without any amendment
填妥及簽署
 - 「**提前完成交易及付清樓款現金回贈附帶條款**」、及
 - 「**提早佔用及延期成交附帶條款**」（統稱「**附帶條款**」）（其格式附夾於本文件，不得修改）；

- (e) complete and sign the enclosed form of “**Vendor’s Information Form**” without any amendment;

填妥及簽署「**賣方資料表格**」（其格式附夾於本文件，不得修改）；

- (f) complete and sign the enclosed form of Side Letter relating to Purchase of Residential Parking Space without any amendment.

填妥及簽署有關認購住宅停車位之附函（其格式附夾於本文件，不得修改）。

Please do not date the PASP, Supplemental Terms, Vendor’s Information Form and Side Letter. Please date the documents referred to in (1)(c) above the date on which you sign the same.

請勿於臨時買賣合約、附帶條款、賣方資料表格及附函填上日期。簽署上述第(1)(c)段提及之文件時，請填上簽署日期。

- (2) You shall submit the following to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to 5/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong during the following period (opening hours of the place of tender submission: from 11:00 a.m. to 12:00 noon.). **Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.**

Commencement date and time of the tender:

11:00 a.m. on 20 January 2023

Closing date and time of the tender:

12:00 noon on 20 January 2023

閣下須於下述招標期間把下述文件連同本文件（邀約部份須如上所述填妥及簽署），一併交回香港鰂魚涌英皇道 683 號嘉里中心 5 樓（收標處開放時間為上午 11 時正至中午 12 時正）。
請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。

招標開始日期及時間：

2023 年 1 月 20 日上午 11 時正

招標截止日期及時間：

2023 年 1 月 20 日中午 12 時正

- (a) your completed and executed documents referred to in (1) above ;
經閣下填妥及簽立之上述第 (1) 段所述的文件;
- (b) one or more Hong Kong Dollar cashier orders / cheques issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price you offered and made payable to “Baker & McKenzie”, the Vendor’s solicitors; and
一張或多張由香港持牌銀行發出金額合共等於閣下出價 5%、而抬頭人為“貝克・麥堅時律師事務所”（即賣方律師）的港幣銀行本票/支票；及

- (c) copy(ies) of your identification document(s) (*note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company incorporated in Hong Kong, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of directors and annual return of the tenderer(if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors.*); and

閣下身份證明文件副本（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照））；而若投標人為香港公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證、最新的董事登記冊及周年申報表（如有）；而若投標人為海外公司，指由公司董事核證的相關公司文件，以證明公司之成立及董事資料。）；及

- (d) if the tenderer is a company, a copy of the Board Resolutions of the tenderer authorizing the signing of the Offer Section of this document, the PASP, the Supplemental Terms and the other documents mentioned above in the manner as they are signed.

若投標人為公司，公司的董事決議副本以授權公司簽署邀約部份、臨時買賣合約及其他上述文件。

- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 6:00 pm on or before 26 January 2023** (the “Specified Date”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor.

閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於 **2023 年 1 月 26 日（「指明日期」）下午 6 時正及之前** 不能收回及可供賣方接受，而一經賣方接受，閣下與賣方間即有合約存在。

- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you a copy of the PASP, a copy of Supplemental Terms, a copy of Vendor’s Information Form and a copy of Acknowledgement Letter each executed by the Vendor and dated not later than the Specified Date as soon as practicable.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於指明日期之臨時買賣合約、附帶條款、賣方資料表格及確認信副本各一份。

- (5) The cashier order(s) / cheque(s) submitted will be retained uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier order(s) / cheque(s) will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and the cashier order(s) /

cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) / cheque(s) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方尚未決定是否接受閣下要約前，閣下所提交之本票/支票將不作兌現。倘賣方接受閣下要約，本票/支票將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票/支票將不作兌現，且經預約閣下可領回本票/支票，賣方亦可將本票/支票以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

- (6) The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property. The Vendor has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer. The Vendor has the absolute right to accept any offer at or before the Tender Closing Time or the time specified in (3) above.

賣方並不承諾亦無責任閱覽、考慮或接受認購該物業最高出價之要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售該物業。賣方有全權於截標時間或之前或第(3)段所述時間或之前接受任何要約。

- (7) Where you make an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), please also fill in the details of the Intermediary in the Offer Section. You acknowledge and confirm that:

倘閣下經由地產代理（「**中介人**」）介紹予賣方以入標認購該物業之地產代理，請將中介人資料填上要約部份。閣下知悉和確認：

- (a) the Intermediary represents you in the transaction (whether or not the Intermediary also represent the Vendor);

中介人於交易中代表閣下（不論是否亦代表賣方）；

- (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to you or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

中介人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。中介人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向買方或任何其他人負責，亦不須代中介人或任何其他地產代理履行，而且賣方也不受其約束。

- (c) the Vendor is not and will not be involved in any dispute between you and the Intermediary or any other estate agent, and this tender and, if your offer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

買方與中介人或任何其他地產代理之任何輾轉，一概與賣方無關。本招標及（如閣下要約獲接受）該物業之買賣將按照本文件條款及交易文件條款進行；及

- (d) the Vendor has not and has not authorised any of its staff, the Intermediary or any other estate agent to collect directly or indirectly from you, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price of the Property. If any person demands any other benefit from you for your submission of the offer to purchase of the Property, you have been advised that you should report promptly to the Independent Commission Against Corruption (ICAC).

賣方並無直接或間接、亦無授權任何人、中介人或任何其他地產代理向閣下、中介人或任何其他地產代理收取樓價以外任何利益、費用或佣金。如遇任何人士就閣下入標認購該物業向閣下索取任何其他利益，閣下已獲建議速向廉政專員公署（ICAC）舉報。

Whether the Intermediary is the estate agent introducing you to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor's confirmation.

中介人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。

- (8) You are advised to instruct your own solicitors to advise you on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.

特此建議閣下就本文件之條款及格式附夾於本文件之各文件向閣下律師尋求意見。

- (9) This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。

- (10) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.

並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。

- (11) In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

- (12) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

Should you have any query, please call the hotline of this development: 2618 7898.

如有任何問題，請致電本發展項目的熱線（2618 7898）查詢。

OFFER SECTION

要約部份

To be completed and signed by the tenderer(s):

由投標者填妥及簽署：

I/We hereby submit the materials referred to in (2) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交第（2）段所述之文件如下（請標上“√”）：

- ☐ completed and executed PASP
已填妥及簽立之臨時買賣合約
- ☐ completed and signed Warning To Purchasers
已填妥及簽立之對買方的警告
- ☐ completed and signed Personal Information Collection Statement
已填妥及簽立之收集個人資料聲明
- ☐ completed and signed Acknowledgement Letter
已填妥及簽立之確認信
- ☐ completed and signed Supplemental Terms of Cash Rebate for Early Completion and Full Payment of Purchase Price
已填妥及簽立之提前完成交易及付清樓款現金回贈附帶條款
- ☐ completed and signed Supplemental Terms of Early Possession and Postponement of Completion
已填妥及簽立之提早佔用及延期成交附帶條款
- ☐ completed and signed Vendor's Information Form
已填妥及簽立之賣方資料表格
- ☐ Side Letter relating to Purchase of Residential Parking Space
已填妥及簽立之有關認購住宅停車位之附函
- ☐ one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered and made payable to “Baker & McKenzie”
一張或多張由香港持牌銀行發出金額合共等於出價 5%、抬頭人為“貝克•麥堅時律師事務所”的港幣銀行本票
- ☐ copy(ies) of identification document(s) of all tenderers
所有投標人的身份證明文件之副本

I/we hereby confirm that I/we agree to and am/are bound by the above terms and conditions.

我/我們特此確認我/我們同意上述條款並受上述條款約束。

I/We hereby make the following declaration on related party (please choose one of the following):

我／我們特此確認作出以下關於有關連人士的聲明（請選擇以下其一）：

- ☐ I/We/one or more of us am/is/are a related party(ies)* of the Vendor.
我／我們／我們中有一名或多於一名人士乃賣方的有關連人士。
- ☐ I am not/We are not/None of us is a related party(ies)* of the Vendor.
我／我們均並非賣方的有關連人士。

* A person is a related party to the vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

如有以下情況，某人即屬賣方的有關連人士－該人是－(i) 該賣方的董事，或該董事的父母、配偶或子女；(ii) 該賣方的經理；(iii) 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；(iv) 該賣方的有聯繫法團或控權公司；(v) 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(vi) 上述有聯繫法團或控權公司的經理。

Remarks 備註：

“holding company of that vendor” means - any of the following companies:

Sageman Limited, Goldash Holdings Limited, Kerry Properties (Hong Kong) Limited, Kerry Properties Limited, Kerry Holdings Limited, Kerry Group Limited.

“associate corporation”, in relation to a corporation or specified body, means -

- (a) a subsidiary of the corporation or specified body; or
(b) a subsidiary of a holding company of the corporation or specified body;

“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);

“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and

“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622).

“賣方的控權公司”指－以下任何一間公司：

Sageman Limited、Goldash Holdings Limited、Kerry Properties (Hong Kong) Limited、嘉里建設有限公司、嘉里控股有限公司、Kerry Group Limited。

“有聯繫法團”就某法團或指明團體而言，指－

- (a) 該法團或指明團體的附屬公司；或
(b) 該法團或指明團體的控權公司的附屬公司；

“經理”具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；

“私人公司”具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及

“附屬公司”指《公司條例》(第 622 章)所指的附屬公司。

Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：_____

No(s). of identification documents 身份證明文件之號碼：_____

(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the company number and (ii) place of incorporation)

(請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明）；若投標人為公司，請填上（i）公司號碼（ii）公司成立地點）

(place of incorporation, if applicable: _____)

(公司成立地點，如適用：_____)

Contact information of the tenderer(s) 投標人聯絡資料：

Address 地址：_____

Telephone number 電話號碼：_____

Fax number 傳真號碼：_____

Email address 電郵地址：_____

Particulars of Intermediary 中介人資料

Name 姓名：_____

EA Licence No. 地產代理牌照號碼：_____

Estate Agency 所屬地產代理公司：_____

臨時買賣合約
Preliminary Agreement for Sale and Purchase

日期

Date: _____

(註：由賣方填寫 Note: To be filled in by the Vendor)

賣 方： 仁偉投資有限公司 Senworld Investment Limited

Vendor

賣方律師： 貝克·麥堅時律師事務所，香港鰂魚涌英皇道 979 號 太古坊一座 14 樓

Vendor's 電話：2846-2426 圖文傳真：2845-0476

Solicitors Baker & McKenzie, 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Tel: 2846-2426 Fax: 2845-0476

銷售代表： 嘉里物業代理有限公司 香港鰂魚涌英皇道 683 號嘉里中心 25 樓

Sales Agent 電話：2967-2222 圖文傳真：2967- 2988

Kerry Real Estate Agency Limited, 25/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong

Tel : 2967 2222 Fax : 29672988

買方 _____ 身份證/商業登記號碼 I.D.Card/BR No.: _____

_____ 身份證/商業登記號碼 I.D.Card/BR No.: _____

買方地址

Purchaser's Address : _____

買方電話

Purchaser's Telephone : _____

1. 發展項目 Development：滿名山 The Bloomsway

物業名稱 Property： (1) 山庭 The Highland 洋房 House H3

(2) 住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna

2. 付款方法 Payment Terms:

本物業的售價為	港	元	，並須由買方按以下方式付予賣方—
The purchase price of the Property is	幣 HK\$ _____		, which shall be paid by the Purchaser to the Vendor in the manner as follows —
臨時訂金為數	港	元	即售價的 5% 的臨時訂金，須於簽署本臨時合約時支付。
Preliminary Deposit in the sum of	幣 HK\$ _____		which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.
再期訂金為數	港	元	即售價的 5% 的再期訂金，須於簽署本臨時合約後 180 天內支付。
Further Deposit in the sum of	幣 HK\$ _____		which is equal to 5% of the purchase price shall be paid within 180 days after signing of this Preliminary Agreement.
樓價餘款為數	港	元	即售價的 90% 的樓價餘款，須於簽署本臨時合約後 738 天內支付。
Balance of purchase price in the sum of	幣 HK\$ _____		which is equal to 90% of the purchase price shall be paid within 738 days after signing of this Preliminary Agreement.

3. 成交日期 Completion Date：

於簽署本臨時合約後 738 天內成交

Completion shall take place within 738 days after signing of this Preliminary Agreement

4. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須—

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —

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

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

^ To be filled in by the Vendor. 由賣方填寫。

5. 買方必須簽署由賣方律師擬備的本物業的正式合約。買方不得更改正式合約內容。
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor's Solicitors which shall not be altered by the Purchaser.
6. 其他條款及條件亦為本臨時合約之部份，刊載於附頁。
Other terms and conditions, which form part of this Preliminary Agreement, are printed at the next page.

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

銀行	本票/支票號碼	港幣	
Bank	Cashier Order /	HK\$	元
	Cheque No(s).		
銀行	本票號碼	港幣	
Bank	Cashier Order /	HK\$	元
	Cheque No(s).		
銀行	本票/支票號碼	港幣	
Bank	Cashier Order /	HK\$	元
	Cheque No(s).		
銀行	本票/支票號碼	港幣	
Bank	Cashier Order /	HK\$	元
	Cheque No(s).		

買方簽署
Signed by the Purchaser

嘉里物業代理有限公司代表賣方簽署
For and on behalf of the Vendor by
Kerry Real Estate Agency Limited

獲授權代表簽署 Authorized Signature

其他條款及條件 Other Terms and Conditions:

1. 在本臨時合約中——
In this Preliminary Agreement —
 - (a) “實用面積”具有《一手住宅物業銷售條例》第 621 章第 8 條給予該詞的涵義；
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance Cap.621;
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
“working day” has the meaning given by section 2(1) of that Ordinance;
 - (c) 下述第 8(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
the floor area of an item under clause 8(a) below is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) 下述第 8(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
the area of an item under clause 8(b) below is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
4. 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。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由買方承擔。
The buyer stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. 買方須於本臨時合約之日期後 5 個工作日內攜同本臨時合約到賣方律師樓或其聘用之律師樓辦理下列手續：(i)簽署由賣方律師所訂定的標準正式合約，(ii)交付本臨時合約上列明於簽署正式合約時需付之款項(如有)及(iii)交付正式合約之所有印花稅。
The Purchaser shall attend at the office of the Vendor's solicitors or solicitors engaged by the Purchaser together with this Preliminary Agreement within 5 working days after the date hereof, (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay the sum above-mentioned as being due on signing of the Agreement (if any) and (iii) to pay all stamp duties payable on the Agreement.
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約——
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed —
 - (a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.
8. 本物業的量度尺寸如下——
The measurements of the Property are as follows-
 - (a) 本物業的實用面積為 266.190 平方米／2,865 平方呎，其中—
the saleable area of the Property is 266.190 square metres / 2,865 square feet of which—
6.000 平方米／65 平方呎為露台的樓面面積；
6.000 square metres / 65 square feet is the floor area of the balcony;
____平方米／____平方呎為工作平台的樓面面積
____ square metres / ____ square feet is the floor area of the utility platform; and
 - (b) 其他量度尺寸為——
other measurements are-
空調機房的面積為 34.995 平方米／377 平方呎；
the area of the air-conditioning plant room is 34.995 square metres / 377 square feet;
平台的面積為 16.962 平方米／183 平方呎；
the area of the flat roof is 16.962 square metres / 183 square feet;
花園的面積為 65.455 平方米／705 平方呎；
the area of the garden is 65.455 square metres / 705 square feet;
停車位的面積為 48.924 平方米／527 平方呎；

the area of the parking space is 48.924 square metres / 527 square feet;
天台的面積為 88.867 平方米 / 957 平方呎;
the area of the roof is 88.867 square metres / 957 square feet;
梯屋的面積為 2.676 平方米 / 29 平方呎。
the area of the stairhood is 2.676 square metres / 29 square feet.

9. 本物業買賣所包括的裝置、裝修物料及設備如附錄一列。
- The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Schedule 1 hereto.
10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
- Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
- The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.
12. 就第 11 條而言，“對買方的警告”內容如下——
- For the purposes of clause 11, the following is the “Warning to Purchasers” —
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
- You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
13. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- Time shall in every respect be of the essence of this Preliminary Agreement.
14. 上述所有再期訂金、部份樓價及樓價餘款須以抬頭人寫上賣方律師之銀行本票支付。銀行本票均需兌現。如任何用作支付再期訂金、部份樓價及樓價餘款或其中任何部分的銀行本票因任何原因未能兌現，或任何用作支付臨時訂金或其中任何部分的私人支票因任何原因未能兌現，賣方有權行使在法律上的權利及補償。
- All further deposit, part payment of the Purchase Price and the balance of the Purchase Price shall be paid by the Purchaser by way of cashier orders drawn in favour of the Vendor's Solicitors. Cashier orders are subject to clearance. If any cashier order for the payment of the further deposit, part payment of the Purchase Price or balance of the Purchase Price or any part thereof or any personal cheque for the payment of the preliminary deposit or any part thereof is dishonoured for whatever reason upon presentation, the Vendor shall be entitled to exercise its rights and remedies at law.
15. 買方在購買本物業時完全知悉本物業的實質狀況與本物業內的裝置、裝修物料及設備，並接受本物業及該等裝置、裝修物料及設備的現狀。賣方須於完成本物業之買賣時將本物業交吉予買方。
- The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and fittings therein and takes them as they stand. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.
16. 買方須於正式合約中與賣方協議如買方要求並獲賣方同意之情況下簽署一份取消合約或採取其他有效等同方式取消正式合約或終止買方於該正式合約所承擔之責任，賣方有權保留臨時訂金作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。

The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the preliminary deposit as consideration for its agreeing to cancel the Agreement (not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement.

17. 凡本物業或第9條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 9, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

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

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

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

21. 買方代表律師辦理本物業之正式合約及轉讓契之律師費(包括有關擬備、審批、簽立及完成正式合約及轉讓契及加蓋印花及註冊之代支費用及附帶之其他雜費)，均由買方承擔及支付。除此之外，買方須承擔及支付：

The Purchaser shall bear the Purchaser's solicitors' legal fees (including the disbursements of and incidental to the preparation, approval, execution, completion, stamping and registration) of the Agreement and the Assignment of the Property. The Purchaser shall also bear and pay:

- (a) 所有有關本物業的按揭及(如適用)第二按揭的律師費及雜費，
all legal costs and disbursements for the preparation of the Mortgage and (if any) the Second Mortgage of the Property;
- (b) 所有有關本物業買賣的雜費，包括(但不限於)查冊費、登記費及所有附於正式合約及轉讓契的圖則的費用；
all disbursements incurred in connection with the sale and purchase of the Property including (without limitation) search fees, registration fees and fees for the preparation of plans of the Property to be annexed to the Agreement and the Assignment;
- (c) 本物業樓契及業權文件的認證副本費用；
the costs of preparing certified true copies of title deeds and documents relating to the Property;
- (d) (i)擬定、簽署及登記本發展項目的大廈公共契約包括大廈管理合約(“公共契約”)的律師費用之攤分部份及(ii)所有附於公共契約內有關本發展項目公共部份的圖則之圖則費之攤分部份；
the respective proportions of (i) the legal costs of the preparation, execution and registration of the Deed of Mutual Covenant incorporating a Management Agreement of the Development (“DMC”) and (ii) the costs of preparation of plans showing the common parts of the Development annexed to the DMC;
- (e) (i) 所有賣方就本物業所支付的公用設施按金；
all public utility deposits paid by the Vendor in respect of the Property;
- (ii) 按比例分攤之本發展項目公共部份的水、電及煤氣按金；
a proportionate part of the water, electricity and gas deposits in respect of the common parts of the Development;
- (iii) 兩個月上期管理費；
2 months' advance payment of the management fee;
- (iv) 相等於三個月管理費的管理費按金；
a sum equivalent to 3 months' management fee as management fee deposit;
- (v) 相等於兩個月管理費的特別基金分攤(見公共契約定義)；及
a sum equivalent to 2 months' management fee as initial contribution to the Special Funds (as defined in the DMC); and
- (vi) 相等於一個月管理費的泥頭費(住宅停車位及電單車停車位不設泥頭費)。
a sum equivalent to 1 month's management fee as debris removal fee (No debris removal fee for Residential Parking Space & Motor Cycle Parking Space).

買方須在交易完成時向本發展項目的管理人繳交上述費用，或如任何上述費用已由賣方繳付予本發展項目的管理人，不管有關費用是否可按公共契約轉名或退款，買方均須在交易完成時償還予賣方。

The Purchaser shall on completion of the sale and purchase pay to the Manager of the Development the above payments or reimburse the Vendor for any of the above payments already paid by the Vendor to the Manager of the Development, whether or not any of such payments are transferable or refundable under the DMC.

22. 如買方或任何代表買方之人士在未簽正式合約前將本臨時合約登記於土地註冊處之登記冊內，賣方或其銷售代表可單方面簽署

及登記備忘錄於土地註冊處以刪除或取消本臨時合約之註冊，買方於此同意並授權賣方或其銷售代表簽署及登記該備忘錄在土地註冊處，以刪除或取消本臨時合約原有之註冊。

Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor and/or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry and the Purchaser hereby consents and authorizes the Vendor and/or its Sales Agent to sign and register such Memorandum in the Land Registry or vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

- 23 (a) 除本臨時合約的雙方外，任何其他人士（“第三者”）均無權按《合約(第三者權利)條例》(香港法例第 623 章)（“第三者權利條例”）執行或享有本臨時合約的任何條款或條件的利益。
A person who is not a party to this Preliminary Agreement (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Rights of Third Parties Ordinance”) to enforce or to enjoy the benefit of any term or condition of this Preliminary Agreement.
- (b) 儘管本臨時合約的任何條款或有規定，本臨時合約於任何時候的撤銷或更改並不須取得任何第三者的同意。
Notwithstanding anything contained herein, no consent from any Third Party shall be required to rescind or vary this Preliminary Agreement at any time.
- (c) 為免生疑問，本第 23 條之條文適用於及被視為納入任何雙方之間就本物業不時簽訂以補充、附屬或附帶本臨時合約的文件，包括但不限於任何附帶條款、聲明、通知、確認信及附函。然而，本第 23 條的規定並不影響或損害任何第三方於第三者權利條例以外存在或適用的權利或補償。
For the avoidance of doubt, the provisions of this Clause 23 shall apply and be deemed to be incorporated in any documents, including but not limited to any supplemental terms, declaration, notice, confirmation/acknowledgement letter and side letter, supplemental, collateral or incidental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause 23 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.
24. 正式合約格式由賣方律師擬定，買方不得更改。
The Agreement shall be in such form as may be prepared by the Vendor’s Solicitors and shall not be varied by the Purchaser.
25. 如本臨時合約之中英文本有任何歧義，一切以英文為準。
In the event of any conflict or discrepancy between the Chinese and English versions of this Preliminary Agreement, the English version shall prevail.

裝置、裝修物料及設備 (名庭洋房 H1-H3, H5-H10 及山庭洋房)

附錄一

內部牆身及天花	客廳、飯廳及睡房	外露表面髹乳膠漆。部分天花位置裝設石膏板假天花、假陣及髹乳膠漆
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內部地板	客廳、飯廳及睡房	地台鋪砌橡木複合地板配木飾面腳線，另鋪砌人造合成石於近玻璃趟門及玻璃掩門位置
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門	入口大門	內門 - 實心木門配木飾面板 外門 - 鋁金屬外框玻璃門配手抽及門鎖
	睡房門及通往睡房 3 及浴室 3 的門	夾板木門配木飾面板
	浴室門及客廁門	夾板木門配木飾面板 浴室門及客廁門設有百葉(只適用無窗浴室及客廁。以上不包括山庭 H1-H17, H21-H22 號洋房之浴室 2 的門及山庭 H18-H20 號洋房之浴室 3 的門)
	廚房門	實心防火木門配木飾面板
	儲物室門及工作間門	夾板木門配木飾面板
	洗手間門	鋁質趟摺門
	單位內樓梯通路門(山庭低層地下一樓及名庭地庫)	實心防火木門配木飾面板
	停車場門(山庭低層地下一樓及名庭地庫)	實心防火木門配膠板飾面板
	單位通往平台、天台、露台、工作平台及花園的門	鋁框玻璃門
	空調機房門	實心防火木門配膠板飾面板
	通往管道槽的門(山庭低層地下一樓)	瓷磚鐵架門
	花園門	金屬門

窗	客廳、飯廳、家庭廳及睡房	所有洋房（以下洋房之位置除外）	有色單片玻璃
	客廳、主人睡房及一樓睡房之間位置	洋房 H1 至 H3 及 H5 至 H10 (名庭)	有色中空玻璃

浴室	牆身	外露部份至假天花鋪砌天然石
	天花	石膏板假天花及髹乳膠漆
	地台	外露部份鋪砌天然石

廚房	牆身	外露部份至假天花鋪砌人造合成石及瓷磚
	天花	天花裝設石膏板假天花及髹乳膠漆
	地台	外露部份鋪砌天然石
	灶台	人造合成石

其他設備	客廳、飯廳及睡房		可變冷媒流量空調機(室內機)、分體式空調機(室內機)
	廚房		選用木製廚櫃配以高亮光面焗漆門板、木紋裝飾面門板及人造合成石檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭。另設電磁爐、煮食爐、抽油煙機、雪櫃、蒸爐、酒櫃、焗爐、洗碗碟機、微波爐、咖啡機、暖碟櫃、抽氣扇及可變冷媒流量空調機(室內機)
	浴室及洗手間	所有洋房(以下洋房之位置除外)	抽氣扇
	洗手間	名庭:H1 號洋房至 H3 號洋房、H5 號洋房至 H10 號洋房、山庭:H18 號洋房至 H20 號洋房	抽氣扇、電熱水爐
	浴室 3	山庭:H1 號洋房至 H3 號洋房、H5 號洋房至 H12 號洋房、H15 號洋房至 H17 號洋房、H21 號洋房至 H22 號洋房	抽氣扇、電熱水爐
	工作間		洗衣機、乾衣機、可變冷媒流量空調機(室內機)
	空調機房		可變冷媒流量空調機(室外機)
	天台	所有洋房(以下洋房除外)	煤氣熱水爐、可變冷媒流量空調機(室外機)、分體式空調機(室外機)
		山庭:H1 號洋房至 H3 號洋房、H5 號洋房至 H11 號洋房、H18 號洋房至 H19 號洋房	煤氣熱水爐、分體式空調機(室外機)

註:不設 H4、H13、H14、H24、H34 號洋房

Fitting, Finishes and Appliances (The Terrace House H1-H3, H5-H10 and The Highland House)

Schedule 1

Internal Wall and Ceiling	Living rooms, dining rooms and bedrooms	Emulsion paint to exposed surfaces. Partial areas are equipped with suspended gypsum board false ceiling and bulkhead and painted with emulsion paint	
Internal Flooring	Living rooms, dining rooms and bedrooms	Finished with oak engineered timber flooring with wood veneer skirting. Reconstituted stone next to glass sliding door and glass swing door	
Door	Entrance door	Inner door - Timber veneered solid core timber door Outer door - Glass door with aluminium frame	
	Bedroom door and doors leading to both bedroom 3 and bathroom 3	Timber veneered hollow core timber door	
	Bathroom door and powder room door	Timber veneered hollow core timber door Bathroom door and powder room door, fitted with louver (for bathroom and powder room without window only. The above except the bathroom door of Bathroom 2 of House H1-H17, H21-H22, The Highland and the bathroom door of Bathroom 3 of House H18-H20, The Highland)	
	Kitchen door	Timber veneered solid core fire rated timber door	
	Store door and utility door	Timber veneered hollow core timber door	
	Lavatory door	Aluminium sliding folding door	
	Internal staircase door (LG1/F, The Highland and B/F, The Terrace)	Timber veneered solid core fire rated timber door	
	Carpark door (LG1/F, The Highland and B/F, The Terrace):	Plastic laminated finish solid core fire rated timber door	
	Doors to Flat Roof, Roof, Balcony, Utility Platform and Garden	Glass door with aluminium door frame	
	A/C plant room	Plastic laminated finish solid core fire rated timber door	
	Door to Pipe duct (LG1/F, The Highland)	Tile door with Galvanised Mild Steel angle frame support	
	Garden Door	Metal door	
Windows	Living rooms, dining rooms, family rooms and bedrooms	All Houses (The following location of the houses excepted)	Coloured monolithic glass
	Living rooms, master bedrooms and area between bedrooms on 1/F	House H1 to H3 and H5 to H10 (The Terrace)	Coloured insulated glass unit (IGU)
Bathroom	Wall	Natural stone on exposed surface and up to false ceiling level	
	Ceiling	Suspended gypsum board ceiling with emulsion paint	
	Floor	Natural stone on exposed surface	
Kitchen	Wall	Reconstituted stone and ceramic tiles on exposed surface and up to false ceiling level	
	Ceiling	Suspended gypsum board ceiling with emulsion paint	
	Floor	Natural stone on exposed surface	
	Cooking Bench	Reconstituted stone	

Other Provisions	Living rooms, dining rooms and bedrooms		Variable Refrigerant Volume Air-conditioner indoor unit/ Split-type air-conditioner indoor unit
	Kitchen		Fitted with wooden kitchen cabinet of high gloss lacquer panel, timber veneer panel and reconstituted stone countertop, stainless steel sink with chrome plated sink mixer. Induction Hob, gas burner, cooker hood, refrigerator, steam oven, wine cellar, oven, dishwasher, microwave oven, coffee machine, plate warming drawer, exhaust fan and Variable Refrigerant Volume Air-conditioner indoor unit are provided
	Bathrooms and Lavatory	All houses (The following location of the houses excepted)	Exhaust fan
	Lavatory	The Terrace: House H1 to House H3, House H5 to House H10 The Highland: House H18 to House H20	Exhaust fan, electric water heater
	Bathroom 3	The Highland: House H1 to House H3, House H5 to House H12, House H15 to House H17 and House H21 to House H22	Exhaust fan, electric water heater
	Utility		Washing machine, tumble dryer, Variable Refrigerant Volume Air-conditioner indoor unit
	A/C Plant Room		Variable Refrigerant Volume Air-conditioner outdoor unit
	Roof	All houses (The following houses excepted)	Gas water heater, split-type air-conditioner outdoor unit, Variable Refrigerant Volume Air-conditioner outdoor unit
		The Highland: House H1 to House H3, House H5 to House H11, House H18 to House H19	Gas water heater, split-type air-conditioner outdoor unit

Note: No designation of House H4, H13, H14, H24 and H34.

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

發展項目 Development：滿名山 The Bloomsway

物業名稱 Property：(1) 山庭 The Highland 洋房 House H3

(2) 住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna

賣方 The Vendor：仁偉投資有限公司 Senworld Investment Limited

買方：_____ 身份證/商業登記號碼 I.D./B.R. No. _____

The Purchaser: _____ 身份證/商業登記號碼 I.D./B.R. No. _____

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

日期 年 月 日 (註：買方填上簽署日期)
Dated this day of (note: Purchaser to fill in the date of signing)

Signed by the Purchaser 買方簽署

Personal Information Collection Statement
收集個人資料聲明

致 To : _____ 身份證/商業登記號碼 HKID/BR No. _____

_____ 身份證/商業登記號碼 HKID/BR No. _____
 (“買方”) (“the Purchaser”)

由 From : 仁偉投資有限公司 Senworld Investment Limited (“賣方”) (“the Vendor”)

日期 Date : _____ (註：買方填上簽署日期 Note: Purchaser to fill in the date of signing.)

有關 Re : 滿名山 The Bloomsway (“發展項目”) (“the Development”)

物業名稱 Property : (1) 山庭 The Highland 洋房 House H3

(2) 住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna

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

- (1) 賣方擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、閣下所購入在滿名山中的單位及車位(如有)詳情、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

The Vendor wishes to collect your name, identity card number, correspondence address, telephone number, details of the unit(s) and parking space(s) (if any) you bought in The Bloomsway, email address and fax number (collectively “**Personal Data**”) for the purposes of:

- (a) 賣方處理與閣下購買滿名山的單位及車位(如有)有關(包括在成交時該物業交樓的事宜及(如適用)缺陷補救工程)的所有法律及其他必需的行政事宜，並保障買賣雙方在交易中的權益(「**強制性用途**」)。賣方將會提供閣下的個人資料予其代理嘉里物業代理有限公司，以作強制性用途。；及
the Vendor’s dealing with all legal and other necessary administrative matters relating to your purchase of your unit(s) and parking space(s) (if any) in The Bloomsway (including handover of the Property on completion and if applicable, defect rectification works) and protecting the parties’ interests in the transaction (“**the Obligatory Purposes**”). For the Obligatory Purposes, the Vendor will provide your Personal Data to its agent, Kerry Real Estate Agency Limited.; and

- (b) 賣方使用閣下的個人資料作直接促銷及提供閣下的個人資料給嘉里物業代理有限公司供他們作直接促銷使用。閣下的個人資料會被用作促銷以下服務／產品／活動：

- 滿名山之租售資料包括但不限於住宅停車位/電單車停車位之租售資料。而租售之安排將由賣方全權決定；
- 滿名山之推廣活動；及
- 嘉里物業代理有限公司作為市務代理的其他旗下樓盤之宣傳資料(「**自願性用途**」)。

the Vendor’s use of your Personal Data in direct marketing and providing your Personal Data to Kerry Real Estate Agency Limited for the purposes of direct marketing. Your Personal Data will be used for marketing the following services / products / activities:

- The information in relation to the leasing/sale of The Bloomsway, including but not limited to the leasing/sale of Residential Parking Spaces and Motor Cycle Parking Spaces, on the understanding that the arrangement in respect of such sale or leasing shall be subject to the sole discretion of the Vendor;
- Promotional activities for The Bloomsway; and

- All promotional materials / information of other developments of which Kerry Real Estate Agency Limited is the marketing agent.
(“the Voluntary Purposes”).

- (2) 強制性用途乃賣方及/或嘉里物業代理有限公司需要閣下的個人資料所作的用途。如果閣下不提供閣下的個人資料予賣方及/或嘉里物業代理有限公司作此等用途，賣方及/或嘉里物業代理有限公司將不能夠作出強制性用途，這可能意味着閣下購買在滿名山中的單位及車位(如有)（包括在成交時該物業交樓的事宜及(如適用)缺陷補救工程)及/或與此有關的行政事宜可能受到不利影響。

The Obligatory Purposes are purposes for which the Vendor and/or Kerry Real Estate Agency Limited needs your Personal Data. If you do not provide your Personal Data to the Vendor and/or Kerry Real Estate Agency Limited for these purposes, the Vendor and/or Kerry Real Estate Agency Limited will not be able to carry out the Obligatory Purposes which may mean that your purchase of your unit(s) and parking space(s) (if any) in The Bloomsway (including handover of the Property on completion and if applicable, defect rectification works) and/or administrative matters relating to the same may be adversely affected.

- (3) 自願性用途僅屬自願性用途，而如果閣下不希望賣方及/或嘉里物業代理有限公司向閣下進行在滿名山中或嘉里物業代理有限公司作為市務代理的旗下樓盤的投資機會的直接促銷，或者用作促銷第(1)(b)段所述的服務／產品／活動，閣下並無責任准許閣下的個人資料被用作此等用途。

The Voluntary Purposes are only voluntary purposes and you are not obliged to permit your Personal Data to be used for these purposes if you do not want the Vendor and/or Kerry Real Estate Agency Limited to conduct direct marketing to you of investment opportunities in The Bloomsway or other developments of which Kerry Real Estate Agency Limited is the marketing agent, or to use your Personal Data for marketing the services / products / activities mentioned in paragraph (1)(b).

- (4) 賣方將會採取所有切實可行的步驟，以保密閣下的個人資料，但 (i) **將會**把閣下的個人資料轉移予賣方的代表律師及嘉里物業代理有限公司作強制性用途，及 (ii) 如果閣下同意的話，將會把閣下的個人資料轉移予嘉里物業代理有限公司，而繼而使其可使用閣下的個人資料作自願性用途。在沒有閣下同意下，賣方不會把閣下的個人資料轉移予任何其他人士。

The Vendor will take all practicable steps to keep your Personal Data confidential but (i) **will** transfer your Personal Data to the Vendor's solicitors and Kerry Real Estate Agency Limited for the Obligatory Purposes, and (ii) if you agree, will transfer your Personal Data to Kerry Real Estate Agency Limited who may then use your Personal Data for the Voluntary Purposes. The Vendor will not transfer your Personal Data to any other person without your consent.

- (5) 閣下可隨時要求賣方及/或嘉里物業代理有限公司停止使用閣下的個人資料作前述直接促銷用途，而賣方及/或嘉里物業代理有限公司必須在不收費的情況下停止如此使用該等資料。

You may require the Vendor and/or Kerry Real Estate Agency Limited at any time to cease using your Personal Data for the aforesaid direct marketing purposes and the Vendor and/or Kerry Real Estate Agency Limited must so cease, without charge.

- (6) 賣方及/或嘉里物業代理有限公司將只在為落實強制性用途及(如果閣下同意的話)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下終止閣下的同意或要求賣方及/或嘉里物業代理有限公司停止如此使用閣下的個人資料，賣方及/或嘉里物業代理有限公司將不會保留該等資料。在落實強制性用途及(如果閣下同意的話)自願性用途之後、出現終止或停止、或者發生不再需要閣下的個人資料之其他情況時，賣方及/或嘉里物業代理有限公司將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

The Vendor and/or Kerry Real Estate Agency Limited will keep your Personal Data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. The Vendor and/or Kerry Real Estate Agency Limited will not retain your Personal Data if you terminate your consent or request us to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, termination or cessation or occurrence of other circumstances where your Personal Data is no longer required, the Vendor and/or Kerry Real Estate Agency Limited will destroy your Personal Data as soon as practicable after the Vendor and/or Kerry Real Estate Agency Limited is no longer obliged to retain such data by law.

- (7) 閣下可隨時要求查閱及/或改正在賣方的紀錄中與閣下有關係的個人資料。如要行使此等權利，閣下可按以下地址或電郵與賣方聯絡，並在閣下的通訊註明「保密」字樣。

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關賣方在個人資料方面的政策及實務的一般資料

及 (2) 提出有關賣方處理個人資料的一般問題及投訴，應致函予以下地址：

Senworld Investment Limited

香港鰂魚涌英皇道 683 號嘉里中心 25 樓 - 市場部

(註明「保密」字樣)

You may at any time request access to and/or to correct Personal Data relating to you in the Vendor's records. To exercise these rights, you may contact the Vendor at the address or email below, marking your communication "Confidential".

If you would like to (1) request for (i) access to data or correction of data and/or (ii) general information regarding the Vendor's policies and practices with respect to personal data and (2) raise general enquiries and complaints about the Vendor's handling of personal data, such requests, enquiries and complaints should be addressed to:

Senworld Investment Limited

25/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong – Marketing Department

(Marked "Confidential")

嘉里物業代理有限公司代表賣方簽署

Kerry Real Estate Agency Limited

For and on behalf of the Vendor

買方確認及同意書

Acknowledgement and Consent by the Purchaser

本人已閱讀本聲明並同意其條款。

I have read this Statement and agree to its terms.

- ☐ 本人在此空格加上剔(「✓」)號，即表示本人指示賣方不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予嘉里物業代理有限公司作直接促銷用途。(如果本人沒有在此空格加上剔(「✓」)號，即表示本人明白，賣方將會使用本人的個人資料作其上述直接促銷用途並把本人的個人資料轉移予嘉里物業代理有限公司作上述直接促銷用途。)

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

買方簽署 Signature of Purchaser

買方姓名 Name of Purchaser: _____

日期 Date: _____

(註：買方填上簽署日期 Note: Purchaser to fill in the date of signing.)

附帶條款 SUPPLEMENTAL TERMS

致 To: 賣方 The Vendor : 仁偉投資有限公司 Senworld Investment Limited

發展項目 Development : 滿名山 The Bloomsway

物業名稱 Property : 山庭 The Highland 洋房 House H3

買方 _____ 身份證/商業登記號碼 I.D./B.R. No. _____
The Purchaser(s)

_____ 身份證/商業登記號碼 I.D./B.R. No. _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase : _____
(註：由賣方填寫 Note: to be filled by Vendor)

確認已參觀物業 Confirmation of Viewing of Property

本人／我們即下述簽署人，謹此確認在簽署該物業之臨時買賣合約之前，賣方已開放(a)該物業或(b) (如開放該物業供本人/我們參觀並非合理地切實可行)發展項目中與該物業相若的住宅物業供本人／我們參觀，

I / We, the undersigned, hereby confirm that, prior to my / our signing of the preliminary agreement for sale and purchase of the Property, the Vendor has made (a) the Property or (b) (if it is not reasonably practicable for the Property to be viewed by me / us) a comparable residential property in the Development available for viewing by me / us,

(請選擇 Please specify)

- ☐ 且本人／我們已參觀過上述賣方已開放的 (a)該物業或(b)發展項目中與該物業相若的住宅物業 (視乎情況而定)。
and I / we have viewed (as the case may be) (a) the Property or (b) a comparable residential property made available to me / us by the Vendor as aforesaid .
或 OR
- ☐ 但經充份考慮後本人／我們自主選擇決定不參觀上述賣方已開放的(a)該物業或(b)發展項目中與該物業相若的住宅物業 (視乎情況而定)。
but after due consideration and out of my / our own free will and choice I / we decided not to view (as the case may be) (a) the Property or (b) a comparable residential property made available to me / us by the Vendor as aforesaid.

儘管臨時買賣合約及買賣合約包含任何條款，本附帶條款亦不會被取代，並將繼續維持有效。

These supplemental terms shall take effect and shall not be superseded by and shall continue to subsist notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase.

買方簽署

Signed by the Purchaser(s)

日期 Date: _____

附帶條款 SUPPLEMENTAL TERMS

發展項目 Development：滿名山 The Bloomsway

物業名稱 Property： (1) 山庭 The Highland 洋房 House H3

(2) 住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna

賣方 The Vendor：仁偉投資有限公司 Senworld Investment Limited

買方 _____ 身份證/商業登記號碼 I.D./B.R. No. _____
The Purchaser(s)

_____ 身份證/商業登記號碼 I.D./B.R. No. _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase：_____
(註：由賣方填寫 Note: to be filled by Vendor)

“提前完成交易及付清樓款現金回贈” **Cash Rebate for Early Completion and Full Payment of Purchase Price”**

根據上述之臨時買賣合約（“臨時合約”），買方須按以下付款方法支付該物業之樓價（“樓價”）:-

付款方法

樓價 5% (臨時訂金) 於簽署臨時合約時支付

樓價 5% (再期訂金) 於簽署臨時合約後 180 天內支付

樓價 90% (樓價餘額) 於簽署臨時合約後 738 天內支付

如買方在下述日期提前完成交易及付清所有樓價和其他款項及在所有方面履行和遵守該物業之臨時合約及其後之正式買賣合約（“正式合約”）內一切的條款及條件(必須嚴格遵行所有時間限制)，則賣方將依下列條件及條款回贈相等於以下該物業樓價百分比之金額予買方:-

按以下日期提前完成交易及付清所有樓價和其他款項之現金回贈百分比

完成交易及付清樓價和其他款項之日期	現金回贈金額
簽署臨時買賣合約的日期後 180 日內	樓價 5%
簽署臨時買賣合約的日期後 360 日內	樓價 4%
簽署臨時買賣合約的日期後 540 日內	樓價 3%

「樓價」指該物業於臨時買賣合約中訂明的實際售價。

相關金額之現金回贈將於成交當日從買方依臨時合約及正式合約應支付之樓價餘額中抵銷，**惟買方必須於提前付清樓價不少於 30 天前以書面通知賣方**。上述之現金回贈為買方個人專有，買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方，買方仍必須履行和遵守臨時合約及正式合約內一切的條款與條件，並依其條款及條件完成該物業之買賣。

一旦買方未能遵守、履行或遵從本附帶條款、臨時合約及正式合約內任何條款或條件，賣方有權撤銷現金回贈及／或要求退還現金回贈，且不影響賣方在臨時合約、正式合約或法律上之其他權利與申索。買方只可就本附帶條款向賣方提出損害賠償之申索。

在本附帶條款中的時間規定須嚴格遵守。

本附帶條款獨立於臨時合約及正式合約，其內容不得視作取替或更改臨時合約及正式合約內的任何條款及／或條件。賣方在臨時合約及正式合約下之所有權利及補償均不受本附帶條款影響。本附帶條款乃由本附帶條款各方之間訂立，且獨立於買方購買該物業、臨時合約及正式合約之協議，本附帶條款的任何內容或本附帶條款任何一方未能遵守或履行其於本附帶條款下之任何責任均不會以任何方式損害、變更或影響臨時合約及正式合約的運作、有效性或可強制執行性或相關臨時合約或相關買賣合約各方的權利、義務或責任。

本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Purchaser shall pay the purchase price ("Purchase Price") as mentioned in the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement") in accordance with the payment terms as below :-

Payment Terms

5% of purchase price (preliminary deposit) to be paid upon signing of the Preliminary Agreement

5% of purchase price (further deposit) to be paid within 180 days after signing of the Preliminary Agreement

90% of purchase price (balance of Purchase Price) to be paid within 738 days after signing of the Preliminary Agreement

If the Purchaser shall complete the purchase of the Property and pay the Purchase Price and other payments in full on or before the below specified date and perform and comply with in all respects the terms and conditions of the Preliminary Agreement and the subsequent Formal Agreement for Sale and Purchase ("Formal Agreement") (in respect of which time shall be of the essence), the Vendor will provide a cash rebate ("Cash Rebate") to the Purchaser in the amount equivalent to the below percentage of the Purchase Price subject to the terms and conditions set out hereunder :-

Amount of cash rebate for early completion and full payment of Purchase Price and other payments

Date of completion and full payment of the Purchase Price and other payments	Amount of cash rebate
Within 180 days after the date of signing of the Preliminary Agreement	5% of the Purchase Price
Within 360 days after the date of signing of the Preliminary Agreement	4% of the Purchase Price
Within 540 days after the date of signing of the Preliminary Agreement	3% of the Purchase Price

"Purchase Price" means the actual price set out in the preliminary agreement for sale and purchase of the Property.

The relevant amount of Cash Rebate will be offset from the balance of the Purchase Price payable by the Purchaser pursuant to the Preliminary Agreement and the Formal Agreement upon completion of the sale and purchase of the Property **provided that the Purchaser shall give a written notice to the Vendor not less than 30 days before the date of full payment of Purchase Price.** The Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Cash Rebate to a third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Formal Agreement and to complete the purchase of the Property in accordance with the terms and condition contained therein.

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in these Supplemental Terms, the Preliminary Agreement and the Formal Agreement, the Vendor shall be entitled to withdraw the payment of the Cash Rebate forthwith and/or ask for refund of the Cash Rebate without prejudice to the Vendor's other rights and claims under the Preliminary Agreement and the Formal Agreement or at law. Any claim that the Purchaser may have under or in relation to or in connection with these Supplemental Terms shall be a claim against the Vendor for damages only.

Time shall be of the essence of these Supplemental Terms.

These Supplemental Terms are agreement independent of the Preliminary Agreement and the Formal Agreement and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and the Formal Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Formal Agreement shall not be affected by these Supplemental Terms. These Supplemental Terms constitute an agreement between the parties hereto independent from the purchase of the Property by the Purchaser, the Preliminary Agreement and the Formal Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement and the Formal Agreement or the rights, duties or obligations of the parties to the Preliminary Agreement and the Formal Agreement.

The Chinese version of these Supplemental Terms is for information only and in case of inconsistency, the English version shall prevail.

買方簽署
Signed by the Purchaser(s)

嘉里物業代理有限公司代表賣方簽署
For and on behalf of the Vendor by
Kerry Real Estate Agency Limited

日期 Date: _____

(註：由賣方填寫 Note: to be filled by Vendor)

獲授權代表簽署 Authorized Signature

附帶條款 SUPPLEMENTAL TERMS

發展項目 Development：滿名山 The Bloomsway

物業名稱 Property：(1) 山庭 The Highland 洋房 House H3

(2) 住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna

賣方 The Vendor：仁偉投資有限公司 Senworld Investment Limited

買方 _____ 身份證/護照號碼 I.D./Passport No. _____

The Purchaser _____ 身份證/護照號碼 I.D./Passport No. _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase：_____

(註：由賣方填寫 Note: To be filled in by the Vendor)

提早佔用及 延期成交 Early Possession and Postponement of Completion

1. 本附帶條款用以補充賣方與買方於同日簽訂的有關該物業的臨時買賣合約("臨時合約")。
2. 應買方請求，賣方同意買方可按下述條款及條件租用該物業，自簽訂下述的租約訂定的租用期開始日期起直至臨時合約及正式合約所訂的該物業的實際買賣成交日為止("租用期")：
 - (a) 買方須於租用期開始前不少於 30 天以書面通知賣方申請租用該物業；
 - (b) 買方須已簽訂由賣方律師行據該物業的臨時買賣合約所擬備的正式買賣合約("正式合約")，且不作任何修改；
 - (c) 買方已向賣方支付不少於樓價之 10%；
 - (d) 買方須於簽署臨時合約後 360 天內向賣方支付相等於樓價 7.5%之保證金，該保證金不得被視為該物業的租金及樓價的一部份；
 - (e) 如買方為公司，買方須向賣方支付相等於樓價 3%之手續費，此手續費不得被視為該物業的租金及樓價的一部份。
 - (f) 買方須每年向賣方支付租金，租金由賣方決定，租金包括租用期內該物業之管理費、差餉及地租，租金以上期形式每年繳交；
 - (g) 在買方未有違反租約的任何條款及按正式合約條款完成交易及付清樓價餘額為前提下，買方根據 2(f) 段所付之租金及(如適用)2(e)段所付之手續費及 2(d)段所付之保證金將全數以現金回贈形式回贈並於該物業買賣成交時用以支付該物業的部份樓價餘額；
 - (h) 買方須就該物業簽署租約("租約")，格式由賣方律師訂明，買方不得要求任何修改；
 - (i) 於簽訂租約時，買方須按正式合約支付管理費按金、特別基金、管理費上期、公用電力按金、公用煤氣按金、獨立水錶按金、清理泥頭廢料的費用及在公契下有關該物業的所有按金、收費及款項；
 - (j) 買方在受限於租約的前提下可按下列條款分租該物業予第三者("分租租客"):-
 - (i) 買方須獲得賣方之事先書面同意；及
 - (ii) 買方須安排分租租客簽署該物業的分租租約("分租租約")，格式由賣方律師訂明，買方及/或分租租客不得要求任何修改；及
 - (iii) 買方須安排分租租客簽署確認書，以確認及同意一旦租約不論因任何原因而被中止(包括但不限於買方未能按正式合約條款完成交易及付清部份樓價、樓價餘額及其他款項)，分租租約即同時中止，分租租客即再無權利租用及使用該物業並須即時將該物業交吉予賣方。確認書之格

式由賣方律師訂明，買方及/或分租租客不得要求任何修改；

- (k) 買方須負責繳付擬備及簽署租約所需之印花稅、律師費及雜費及於租期該物業之一切開支(該物業之管理費、差餉及地租除外)；
 - (l) 因租約招致的所有律師費(包括但不限於擬備及簽署租約及為其加蓋印花稅及裁定印花稅的費用)一律由買方負責，並須於簽訂租約時支付。
3. 買方有權於該物業的買賣成交日前不少於 60 天以書面通知賣方，按下列條款要求延遲該物業的買賣成交日一年(“延遲成交日”):
- (a) 買方須向賣方支付相等於樓價 2% 之延期手續費；
 - (b) 為免存疑，如買方已根據上述第 2 條租用該物業，買方根據 3(a)段所付之延期手續費不得被視為該物業的租金並在任何情況下均不會退回或以現金回贈形式回贈；
 - (c) 買方須繼續遵守正式合約及(如適用及已簽署)租約之所有條款。為免存疑，如買方已根據上述第 2 條租用該物業，除租期將自動延長至延遲成交日外，租約之所有其他條款不變。因此:-
 - (i) 買方於租期(包括延長期)內至其完結前須繼續繳付租金及該物業之一切開支(該物業之管理費、差餉及地租除外)；
 - (ii) 受制於上述第 2(f)段的條款，所有買方於租期(包括延長期)內繳付之租金將全數以現金回贈形式回贈並於該物業買賣成交時用以支付該物業的部份樓價餘額。
4. 如買方在簽署臨時合約時或之後購買發展項目之住宅停車位，買方可(a)按上述第 2 段條款申請租用該住宅停車位，及(b)按上述第 3 段延遲成交日，而本附帶條款將於比照及作出相應修訂後同樣適用。
5. 本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

1. This Supplemental Terms is supplemental to a Preliminary Agreement of Sale and Purchase entered into between the Vendor and the Purchaser(s) of even date in respect of the Property (the "Preliminary Agreement").
2. The Vendor agrees that the Purchaser(s) may lease the Property from the commencement date of the tenancy as stipulated in the Tenancy Agreement hereinafter mentioned and expiring on the actual date of completion of the sale and purchase of the Property as stipulated in the Preliminary Agreement and Formal Agreement ("Term") subject to the following terms and conditions:-
- (a) the Purchaser(s) shall give not less than 30 days' prior written notice before the commencement of the Term to the Vendor to apply for a tenancy of the Property;
 - (b) the Agreement for Sale and Purchase ("Formal Agreement") to be made pursuant to the Preliminary Agreement of Sale and Purchase in the form prepared by the Vendor's solicitors without any amendments shall have been signed by the Purchaser;
 - (c) not less than 10% of the Purchase Price of the Property shall have been paid to the Vendor by the Purchaser;
 - (d) the Purchaser shall pay to the Vendor the security money equivalent to 7.5% of the Purchase Price of the Property within 360 days after signing of the Preliminary Agreement. The security money paid by the Purchaser shall not be treated as rent of the Property and part payment of the Purchase Price of the Property;
 - (e) if the Purchaser is a company, the Purchaser shall pay to the Vendor the administration fee equivalent to 3% of the Purchase Price of the Property and the administration fee paid by the Purchaser shall not be treated as rent of the Property and part payment of the Purchase Price of the Property;
 - (f) the Purchaser shall pay rent to the Vendor annually at a rate which shall be determined by the Vendor. The rent is inclusive of the management fees, rates and government rent of the Property during the Term. The rent shall be payable in advance on annual basis;
 - (g) Subject to there being no breach of any terms and conditions under the Tenancy Agreement and the Purchaser completing the sale and purchase and paying the balance of the Purchase Price and other payments in accordance with the terms and conditions of the Formal Agreement, the rent paid by the Purchaser under paragraph 2(f) and the administrative fee paid by the Purchaser under paragraph 2(e)(if applicable) and the security money paid by the Purchaser under paragraph 2(d) shall be refunded in full as a cash rebate and applied as part payment of the balance of the Purchase Price upon completion of the sale and purchase of the Property;
 - (h) the Purchaser shall execute a tenancy agreement (the "Tenancy Agreement") in the form prescribed by the Vendor's solicitors without amendment in respect of the Property;

- (i) the Management Fee Deposit, Special Fund, Management Fee in Advance, Share of Public Electricity Deposit, Share of Public Gas Deposit, Individual Water Meter Deposit, Debris Removal Fee and all other relevant deposits charges or monies payable in respect of the Property under the Deed of Mutual Covenant incorporating Management Agreement affecting the Property and payable by the Purchaser pursuant to the Formal Agreement shall be paid by the Purchaser upon the signing of the Tenancy Agreement;
 - (j) the Purchaser may (subject to the Tenancy Agreement) grant sub-tenancy to use the Property to a third party ("Sub-Tenant") subject to the following conditions:-
 - i. the Purchaser shall obtain prior written consent from the Vendor; and
 - ii. the Purchaser shall procure the Sub-Tenant to execute a sub-tenancy agreement in respect of the Property ("Sub-Tenancy Agreement") in the form prescribed by the Vendor's solicitors without amendment;
 - iii. the Purchaser shall procure the Sub-Tenant to execute an acknowledgement letter so that the Sub-Tenant shall acknowledge and agree that, in the event that the Tenancy Agreement shall have been terminated by whatever reasons (including, without limitation, the Purchaser failing to complete the purchase and pay the part payment of the Purchase Price, the balance of the Purchase Price and other payments in accordance with the terms and conditions of the Formal Agreement), the Sub-Tenancy Agreement shall be simultaneously terminated, and the Sub-Tenant shall have no further right to occupy and use the Property and shall deliver vacant possession of the Property to the Vendor immediately. The acknowledgement letter shall be in the form prescribed by the Vendor's solicitors without amendment;
 - (k) the Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if any) on the Tenancy Agreement, the legal costs and disbursements for the preparation and execution of the Tenancy Agreement and all outgoings of the Property during the Term (save and except the management fees, rates and government rents of the Property);
 - (l) all legal costs of the Tenancy Agreement incurred including, but not limited to, for the preparation execution and stamping and adjudication of the Tenancy Agreement shall be borne by the Purchaser solely and be paid by the Purchaser upon the signing of the Tenancy Agreement.
3. The Purchaser shall have right to postpone the date of completion of the sale and purchase of the Property for one year ("Postponed Completion Date") by giving not less than 60 days' prior written notice before the date of completion of the sale and purchase of the Property subject to and on the following terms and conditions :
- (a) the Purchaser shall pay to the Vendor the administration fee for postponement equivalent to 2% of the Purchase Price of the Property;
 - (b) For the avoidance of doubt, in the event that the Purchaser shall have obtained a tenancy of the Property under paragraph 2, the administration fee for postponement paid by the Purchaser under paragraph 3(a) shall not be treated as rent of the Property and shall not be returned nor refunded as a cash rebate;
 - (c) the Purchaser shall continue to comply with all the terms and conditions of the Formal Agreement and (if applicable and signed) the Tenancy Agreement. For the avoidance of doubt, in the event that the Purchaser shall have obtained a tenancy of the Property under paragraph 2, except that the Term shall be automatically extended to the Postponed Completion Date, all other terms contained in the Tenancy Agreement shall remain in full force and effect, and accordingly :-
 - (i) the Purchaser shall continue to pay rent and all outgoings of the Property during the Term (including its extension) until its expiration (save and except the management fees, rates and government rents of the Property);
 - (ii) subject to paragraph 2(f) above, all rent paid by the Purchaser during the Term (including its extension) shall be refunded in full as cash rebate and applied as part payment of the balance of the Purchase Price upon completion of the sale and purchase of the Property.
4. In the event that the Purchaser shall purchase residential parking space(s) on or after the signing of the Preliminary Agreement, the Purchaser may (a) apply for a tenancy of such residential parking space(s) on the same terms and conditions as set out in paragraph 2 above, and (b) may postpone the date of completion of the sale and purchase of such residential parking space(s) on the same terms and conditions as set out in paragraph 3, and the provisions herein contained shall apply mutatis mutandis.
5. The Chinese version of these Supplemental Terms is for information only and in case of inconsistency the English version shall prevail.

買方簽署
Signed by the Purchaser(s)

嘉里物業代理有限公司代表賣方簽署
For and on behalf of the Vendor by
Kerry Real Estate Agency Limited

日期 Date: _____
(註：由賣方填寫 Note: To be filled in by the Vendor)

獲授權代表簽署 Authorized Signatory

賣方資料表格 Vendor's Information Form

發展項目名稱： 滿名山

Development : The Bloomsway

物業名稱 Property : 山庭 The Highland

洋房 House

H3

(a)	須就以上物業支付的管理費用的款額 the amount of the management fee that is payable for the above property	港幣 HK\$14,982 (每月/per month)
(b)	須就以上物業繳付的地稅(如有的話)的款額 the amount of the Government rent (if any) that is payable for the above property	港幣 HK\$7,002 (每季/per quarter)
(c)	業主立案法團(如有的話)的名稱 the name of the owners' incorporation (if any)	沒有 No
(d)	發展項目的管理人的姓名或名稱 the name of the manager of the development	嘉里物業管理服務有限公司 Kerry Property Management Services Limited
(e)	賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the development	沒有 No
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知 any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development	沒有 No
(g)	賣方所知的影響以上物業的任何待決的申索 any pending claim affecting the above property that is known to the vendor	沒有 No

我/我們等確認已收到賣方資料表格之副本及完全明白其內容。

I/We hereby acknowledge receipt of a copy of the Vendor's Information Form and fully understand the contents thereof.

買方簽名

Signature(s) of Purchaser(s)

印製日期 Date of Printing: 16 January 2023

附函 SIDE LETTER

致 To : 仁偉投資有限公司 Senworld Investment Limited (“賣方”) (“the Vendor”)

發展項目 Development: 滿名山 The Bloomsway

住宅停車位編號 Residential Parking Space No. _____ 於滿庭地庫 on B/F of The Laguna (“該物業”) (“the Property”)

地段：屯門市地段第 423 號 (“該地段”)

Lot: Tuen Mun Town Lot No. 423 (“the Lot”)

買方 _____ 身份證/護照號碼 I.D. Card/Passport No. _____
The Purchaser _____ 身份證/護照號碼 I.D. Card/Passport No. _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase : _____
(註：由賣方填寫 Note: To be filled in by the Vendor)

有關住宅停車位轉讓限制 Restriction on Alienation in respect of Residential Parking Space

1. 買方特此承認及確認於其簽署臨時合約之前，買方已知悉根據該地段的批地文件所載的特別條款第(32)(a)條，住宅停車位及電單車停車位不得：

(i) 轉讓，除非

- (I) 連同該地段的不可分割份數一併轉讓，而該不可分割份數賦予在該地段已建或擬建的建築物的住宅單位的專有使用權及管有權；或
- (II) 轉讓予一位已經擁有該地段的不可分割份數及該地段已建或擬建的建築物的住宅單位的專有使用權及管有權的擁有人；或

(ii) 分租，除非分租予該地段上已建或擬建的建築物的住宅單位的住客。

但在任何情況下，轉讓或分租予該地段上已建或擬建的建築物的任何一個住宅單位之業主或住客的住宅停車位和電單車停車位總數不得多於三個。

The Purchaser hereby acknowledges and confirms that prior to his/her/its signing of the Preliminary Agreement, the Purchaser is fully aware that under Special Condition No.(32)(a) of the Land Grant of the Lot, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

(i) assigned except

- (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
- (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected on the Lot; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.

2. 買方特此保證在該物業買賣成交時，買方(a)必須擁有該地段及發展項目的不分割份數及發展項目的住宅單位的專有使用權及管有權；及(b)(就發展項目的每一個住宅單位而言)只可以擁有、購入或租用合共總數不多於三個住宅停車位和電單車停車位。買方並保證會按賣方要求提供賣方所要求之文件以證明其為發展項目住宅單位的業主。若買方違反本保證，買方將被視為違反臨時合約及隨後的正式買賣合約(“正式合約”)內之條款及條件，賣方將有權(i)撤銷臨時合約及正式合約;(ii)沒收買方已付之臨時訂金、再期訂金及部份樓價(如有);(iii)重售該物業;及(iv)向買方追討賣方所蒙受之一切損失及損害賠償。買方須就買方違反本附帶條款內所作之保證而引致之一切損失、損害賠償、訴訟、費用、開支、申索及索求對賣方作彌償。

The Purchaser hereby warrants that, on completion of the sale and purchase of the Property, (a) the Purchaser shall be the owner of undivided shares in the Lot and the Development with the right of exclusive use and possession of a residential unit or units in the Development; and (b) (in respect of each residential unit in the Development) the Purchaser shall own, purchase or let not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces. The Purchaser hereby further warrants that the Purchaser shall upon request produce such document(s) as required by the Vendor to prove such ownership. Should there be any breach of such warranty, the Purchaser shall be deemed to be in breach of the terms of the Preliminary Agreement and the subsequent formal Agreement for Sale and Purchase (“Formal Agreement”) and the Vendor shall be entitled to (i) terminate the Preliminary Agreement and the Formal Agreement, (ii) forfeit the preliminary deposit, further deposit and part payment of purchase price (if any) paid by the Purchaser, (iii) re-sell the Property and (iv) recover from the Purchaser all losses and damages, as may be suffered by the Vendor. The Purchaser shall indemnify the Vendor and keep the Vendor indemnified against all losses damages actions suits costs expenses claim and demands whatsoever on account of or in respect of any breach of the warranty given by the Purchaser in these Supplemental Terms.

3. 買方特此聲明及確認買方已訂立有關發展項目山庭洋房 H3 (“該住宅單位”)的臨時及/或正式買賣合約 (“住宅合約”)。

The Purchaser hereby declares and confirms that the Purchaser has entered into the Preliminary Agreement for Sale and Purchase and/or Formal Agreement for Sale and Purchase (the "Residential Agreement") in respect of **House H3, The Highland** of the Development (“the Residential Unit”).

4. 買賣雙方特此同意該物業之買賣成交的先決條件為買方必先根據住宅合約完成該住宅單位之買賣及完全遵守上述第 2 段的保證。

It is hereby agreed that the completion of the sale and purchase of the Property is conditional upon the completion of the sale and purchase of the Residential Unit by the Purchaser in accordance with the Residential Agreement and the warranty given by the Purchaser in paragraph 2 above being fully complied with.

5. 為免生疑問，本附帶條款不會被正式合約所取代。本附帶條款於簽立正式合約後依然有效。

For the avoidance of doubt, these Supplemental Terms shall not be superseded by and shall take effect notwithstanding anything contained in the Formal Agreement. These Supplemental Terms shall survive signing of the Formal Agreement.

6. 本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of these Supplemental Terms is for information only and in case of inconsistency, the English version shall prevail.

買方簽署

Signed by the Purchaser(s)

嘉里物業代理有限公司代表賣方簽署

For and on behalf of the Vendor by
Kerry Real Estate Agency Limited

日期 Date: _____
(註：由賣方填寫 Note: To be filled in by the Vendor)

獲授權代表簽署 Signed by Authorized Signatory