

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

**YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development[^]
天水圍市地段第 23 號發展項目的第 1 期，YOHO WEST[^]**

as set out in any one or more of the Information on Sales Arrangements for sale by tender
issued by the Vendor for Phase 1 of Tin Shui Wai Town Lot No. 23 Development[^]
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天水圍市地段第 23 號發展項目的第 1 期[^]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(unless the property(ies) is(are) previously withdrawn or sold)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 YOHO WEST**” placed at the Sales Office (as defined in the Tender Notice) in a plain
envelope and clearly marked “**YOHO WEST**”.

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「**YOHO WEST**」，放
入位於售樓處（定義見招標公告）擺放的標示為「**YOHO WEST 公開招標**」的投標箱內。

Vendor: **MTR Corporation Limited**
賣方： 香港鐵路有限公司
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: 3119 0008
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	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
	Johnson Stokes & Master 孖士打律師行 16 th – 18 th 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 18 樓	Slaughter & May 司力達律師樓 47th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong 香港中環康樂廣場 1 號怡和大廈 47 樓
	Deacons 的近律師行 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong 香港中環遮打道 18 號歷山大廈 5 樓	

^ Remarks: Tower 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in Phase 1 of Tin Shui Wai Town Lot No. 23 Development are called “YOHO WEST”.

^備註：天水圍市地段第 23 號發展項目的第 1 期中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座)稱為「YOHO WEST」。

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PART 1: TENDER NOTICE

第 1 部份：招標公告

1. Definitions **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 the period between (i) the Tender Commencement Date and Time and (ii) the date which is the fourteenth (14th) day after the Tender Closing Date and Time, applicable to the relevant Properties for Tender (both dates inclusive) 指由(i)招標開始日期及時間至(ii)招標截止日期及時間後的第十四日，適用於有關的招標物業（包括首尾兩日）
“Agreement” 「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 4 of the Conditions of Sale 指賣方與買方根據出售條款第 4 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 1 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 Best Vision Development 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; 指邦信發展有限公司，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；
“Phase” 「期數」	means Phase 1 of Tin Shui Wai Town Lot No. 23 Development (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in Phase 1 of Tin Shui Wai Town Lot No. 23 Development are called “YOHO WEST”) 指天水圍市地段第 23 號發展項目的第 1 期(天水圍市地段第 23 號發展項目的第 1 期中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座)稱為「YOHO WEST」)
“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，要約表格附表一中所指明的投標物業

“Properties for Tender” 「招標物業」	means all or any of the properties as set out in the Sales Arrangements which are offered for sale by way of tender; 指銷售安排內列出以招標形式出售的所有或任何物業；
“Purchaser” 「買方」	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor 指中標者，其對本物業的投標書獲得賣方接納
“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，要約表格附表一中訂明的投標價
“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 MTR Corporation Limited
指香港鐵路有限公司

“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
- Johnson Stokes & Master
孖士打律師行
- Deacons
的近律師行
- Slaughter & May
司力達律師樓

2. Procedures of Tender
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.
賣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 fourteen (14) 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十四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. 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.**
投標者應按照載於本招標文件的條款及細則及載於招標公告附表的準則（如有）遞交投標書。
- 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：-

- (a) by submission of the following items:-

遞交以下各項文件：-

- (i) **Tender Document with the Offer Form(s)**

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). **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form.** 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）。**請填妥並簽署要約表格的英文版本或要約表格的中文版本。**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) **Cashier's order(s) and cheque(s) (if applicable)**

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\$200,000 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\$200,000 元須以銀行本票支付]。

- (iii) **Tenderer's(s') identification document(s)**

投標者的身份證明文件

Copy of the HKID Card/Passport of each individual of the Tenderer(s).

組成投標者的每名個人的香港身份證／護照的複印本。

- (iv) Intermediary's licence (if applicable)
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 the Vendor
與賣方關係的聲明
- (3) Declaration of Relationship with the Owner
與擁有人關係的聲明
- (4) Warning to Purchasers
對買方的警告
- (5) Declaration Regarding Intermediary
關於中介人的聲明
- (6) Declaration Regarding No Intermediary
關於並無中介人的聲明
- (7) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書
- (8) Decoration and Furniture Layout Plan
裝飾及傢俱布局圖
- (9) Ceiling Height and Fire Safety Provisions Plan
天花高度及消防安全設施圖
- (10) Acknowledgement Letter regarding Miscellaneous Matters
關於其他事項的確認書
- (11) Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認書
- (12) Acknowledgement Letter Regarding Option to Purchase a Residential Car Parking Space (if applicable)
關於認購住戶停車位的權利的確認書(如適用)
- (13) Acknowledgement Letter Regarding the Open Kitchen (if applicable)
關於開放式廚房的確認書(如適用)
- (14) Acknowledgement Letter Regarding Marble and Stone Materials
關於雲石及石材物料的確認書
- (15) Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
關於繼續開放物業予有興趣買家參觀的確認書
- (16) Vendor's Information Form
賣方資料表格
- (17) 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）
- (18) Personal Information Collection Statement (MTR Corporation Limited)
個人資料收集聲明（香港鐵路有限公司）
- (19) SHKP Club Application Form
新地會申請表格

Please do **NOT** date any of the documents mentioned in this 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).

請不要於本第(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為新地會會員，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 “YOHO WEST”; 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「YOHO WEST」；及
- (c) placed in the Tender Box labelled “Public Tender For YOHO WEST” 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「YOHO WEST 公開招標」的投標箱內。

3. Submission of Tender
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 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，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) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance 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書或退回銀行本票及／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.
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。
- (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. Acceptance of Tender
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 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收到接納書通知其投標書已被接納，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. (If applicable) Where the Property comprises more than one (1) unit, (a) the Purchaser will sign only one (1) Agreement of the Property covering all of the said unit(s); and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the said unit(s).
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楼處審閱。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。(如適用)如該物業由多於一個單位組成，(a) 買方只須簽署一份該物業(包括全部有關單位)的正式合約，及(b)賣方不會及無責任為每一個有關單位的樓價進行分攤。
- 4.4 In the event that the Purchaser intends to execute the Agreement by his attorney on his/her his behalf :-
如買方有意以其授權人代表其簽署正式合約：-
- (i) 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
- (ii) 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證簽署。
- 4.5 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. Miscellaneous 其他事項

- 5.1 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。
- 5.2 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。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不（而且也不視作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

- 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之任何種類的改動及／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 The Tenderer shall instruct his own solicitors to handle this Tender Document. The Purchaser shall instruct his own solicitors to handle the purchase of the Property.

投標者須自行聘用律師處理本招標文件。買方須自行聘用律師處理購買該物業。

- 5.6 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

Criteria for Submission of Tender
投標書提交準則

None.
無

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

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

1. 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。

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.

2. 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。
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.

附錄 1.1(a) 備用第二按揭貸款
Appendix 1.1(a) Standby Second Mortgage Loan

如此聘用的人的指定財務機構(「指定財務機構」)提供備用第二按揭貸款(「第二按揭貸款」)之主要條款如下:

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

- (I) 買方須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
- (II) 第二按揭貸款以本物業之第二法定按揭作抵押。
The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
- (III) 住宅物業只可供買方自住。
The residential property shall only be self-occupied by the Purchaser.
- (IV) 第二按揭貸款的最高金額為有關付款計劃所述之淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。
The maximum amount of the Second Mortgage Loan shall be 25% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower.
- (V) 首36個月之利率為：
Interest rate for the first 36 months shall be:
- (如第二按揭貸款的金額超過淨樓價的10%，但不超過淨樓價的25%)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1.75% p.a.；或
(If the amount of the Second Mortgage Loan exceeds 10% of the Net Purchase Price, but does not exceed 25% of the Net 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 1.75% p.a.; or
 - (如第二按揭貸款的金額不超過淨樓價的10%) 港元最優惠利率減2% p.a.，
(If the amount of the Second Mortgage Loan does not exceed 10% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,

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。

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.

- (VI) 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。
The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
- (VII) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
- (VIII) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (IX) 買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
- (X) 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。
The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 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 guarantor(s) (if any). The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (XI) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (XII) 第一按揭銀行須為指定財務機構所指定及轉介之銀行(「第一按揭銀行」)，買方並且須首先得到第一按揭銀行同意辦理第二按揭貸款。請注意，第一按揭銀行已原則上同意指定財務機構可在銀行信貸評估的基礎上向買方提供第二按揭貸款，並將第二按揭貸款的條款納入銀行的按揭審批考慮(包括但不限於評估還款能力)。
The first mortgagee bank (“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 Second Mortgage Loan. Please note that the First Mortgagee Bank has agreed in principle that the designated financing company may offer the Second Mortgage Loan to the Purchaser subject to bank’s credit assessment, and will take into account the terms of the Second Mortgage Loan in accordance with bank’s credit approval (including without limitation assessing repayment ability).

- (XIII) 第一按揭貸款申請 (由第一按揭銀行提供) 及第二按揭貸款申請須由有關承按機構獨立審批。

The first mortgage loan application (offered by the first mortgagee bank) and the Second Mortgage Loan application shall be approved by the relevant mortgagees independently.

- (XIV) 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。

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 other conditions) as set out in the relevant payment plan.

- (XV) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，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。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the loan, the approved loan amount of the Second Mortgage 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 residential property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

- (XVI) 所有第二按揭貸款法律文件須由賣方代表律師辦理，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二按揭貸款的律師費用及代墊付費用。

All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors 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 Second Mortgage Loan.

- (XVII) 第二按揭貸款受其他條款及細則約束。

The Second Mortgage Loan is subject to other terms and conditions.

- (XVIII) 如此聘用的人或賣方無給予或視之為已給予任何就第二按揭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第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向如此聘用的人及/或賣方提出任何申索。

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 Second Mortgage Loan. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Second Mortgage 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 Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.

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

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

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

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:

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

- (I) 買方須於付清樓價餘額之日前最少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。
The Purchaser shall make 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. Late loan applications will not be processed by the designated financing company.
- (II) 第一按揭貸款以本物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
- (III) 本物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser
- (IV) 第一按揭貸款的最高金額為有關付款計劃所述之淨樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。
The maximum amount of the First Mortgage Loan shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.
- (V) 首36個月之利率為：
Interest rate for the first 36 months shall be:
- (如第一按揭貸款的金額超過淨樓價的60%，但不超過淨樓價的75%)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1.75% p.a.；
或
(If the amount of the First Mortgage Loan exceeds 60% of the Net Purchase Price, but does not exceed 75% of the Net 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 1.75% p.a.; or
 - (如第一按揭貸款的金額不超過淨樓價的60%) 港元最優惠利率減2% p.a.，
(If the amount of the First Mortgage Loan does not exceed 60% of the Net Purchase Price) Hong Kong Dollar Best Lending Rate minus 2% p.a.,

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。

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.

- (VI) 第一按揭貸款年期最長為25年。

The maximum tenor of the First Mortgage Loan shall be 25 years.

- (VII) 買方須以按月分期償還第一按揭貸款。
The Purchaser shall repay the First Mortgage Loan by monthly instalments.
- (VIII) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (IX) 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。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
- (X) 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。
The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 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 guarantor(s) (if any). The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (XI) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (XII) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan application shall be approved by the designated financing company independently.
- (XIII) 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。
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 other conditions) as set out in the relevant payment plan.
- (XIV) 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、批出貸款金額及其條款，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。
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 loan, the approved loan amount of the First Mortgage 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.

- (XV) 所有第一按揭貸款法律文件須由賣方代表律師辦理，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。

All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors 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 First Mortgage Loan.

- (XVI) 第一按揭貸款受其他條款及細則約束。

The First Mortgage Loan is subject to other terms and conditions.

- (XVII) 如此聘用的人或賣方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。如此聘用的人及賣方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宜而向如此聘用的人及/或賣方提出任何申索。

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 First Mortgage Loan. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the First Mortgage 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 First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

附錄 1.1(c)

YOHO 36

Appendix 1.1(c)

YOHO 36

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YOHO 36，主要條款如下：

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the YOHO 36. Key terms are as follows:

- (I) 買方於付清樓價餘額之日前最少60日以書面向指定財務機構申請YOHO 36。指定財務機構將不會處理逾期貸款申請。
The Purchaser makes a written application to the designated financing company for the YOHO 36 not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
- (II) YOHO 36 必須以本物業之第一法定按揭作為抵押。
The YOHO 36 shall be secured by a first legal mortgage over the Property.
- (III) 本物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (IV) 擔保人(如有)必須為買方的指定親屬(即配偶、父母(或配偶的父母)、子女、兄弟或姊妹)或買方其中一位的指定親屬或指定財務機構所接受的其他人士。
The guarantor(s) (if any) must be a designated relative (i.e. spouse, parents (or spouse's parents), children, brothers or sisters) of the Purchaser or a designated relative of any one of the Purchasers, or other person acceptable to the designated financing company.
- (V) 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)平均每年入息不多於樓價的15%。
The total value ("total value") of (a) the average financial assets value and (b) the average annual income of the Purchaser and the guarantor(s) (if any) shall be at least 30% of the Purchase Price, where (b) the average annual income does not exceed 15% of the Purchase Price.

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

- 於接納書的日期前的2個月；及
the 2 months before the date of the Letter of Acceptance; and
- 申請YOHO 36 前的2個月。
the 2 months before the application for YOHO 36.

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：

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

- 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 (including Hong Kong dollar and foreign currency deposits, securities, bonds and unit trusts only) placed in Hong Kong licensed banks after deducting related credit facilities; and
- 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。
the financial assets placed in cash account(s) 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.

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。

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

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(如有)其擔保人提供更多的金融資產證明。

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) requests the Purchaser and (if any) his/her guarantor(s) to provide more proof of financial assets.

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。

The above “average annual income” only calculates the income of the Purchaser and his/her guarantor(s) (if any) according to Hong Kong Tax Demand Note for the last 2 years.

- (VI) 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年的香港薪俸稅單、金融資產證明及資金來源證明)及指定財務機構所需其他文件，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。

The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documentary proof (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(s) (if any), and adjust the loan amount in accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any).

- (VII) YOHO 36的最高金額為有關付款計劃所述之淨樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。
The maximum amount of the YOHO 36 shall be 75% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable.
- (VIII) 買方須提供指定財務機構還款資金安排及相關文件證明。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。
The Purchaser is required to provide to the designated financing company the funding arrangement for repayment and the relevant documents. The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (IX) YOHO 36 申請須由指定財務機構獨立審批。
The YOHO 36 shall be approved by the designated financing company independently.
- (X) YOHO 36 必須一次過全部提取，並只可用於繳付樓價餘額。
The YOHO 36 shall be fully drawn in one lump sum and shall only be applied for payment of the balance of Purchase Price.
- (XI) YOHO 36 的期限為3年。
The maximum tenor of the YOHO 36 shall be 3 years.
- (XII) 利率為3.68% p.a.。
Interest rate shall be 3.68% p.a..
- (XIII) 買方須就申請YOHO 36 支付港幣\$5,000不可退還的申請手續費。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the YOHO 36.
- (XIV) 買方須以以下方式償還YOHO 36：
The Purchaser shall repay the YOHO 36 in the following manner:-
- (i) 每月償還的本金金額相當於樓價0.35%，先用於支付利息，餘款用於償還YOHO 36；及
monthly repay the principal of an amount equivalent to 0.35% of the Purchase Price, shall be paid to settle interest first, and the balance shall be applied for repayment of the YOHO 36; and
 - (ii) 於到期日，全數償還YOHO 36 餘款及(如有)利息。
fully repay the balance of the YOHO 36 and (if any) interest on the maturity date.
- (XV) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (XVI) 買方可向指定財務機構申請附錄1.1(e)所述的延續貸款，於YOHO 36 到期日用以償還YOHO 36。延續貸款的最高金額為YOHO 36 的到期日須償還的YOHO 36 的餘款減去

樓價的10%。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。

The Purchaser may apply to the designated financing company for the Extended Loan as set out in the Appendix 1.1(e) for repayment of the YOHO 36 upon the maturity date of the YOHO 36. The maximum amount of the Extended Loan shall be the balance of the YOHO 36 repayable on maturity date of the YOHO 36 less 10% of the Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any).

- (XVII) 所有YOHO 36的法律文件須由賣方代表律師辦理，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YOHO 36的律師費用及代墊付費用。

All legal documents of the YOHO 36 shall be handled by the Vendor's solicitors 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 YOHO 36.

- (XVIII) 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。

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.

- (XIX) 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。

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.

- (XX) YOHO 36 受其他條款及細則約束。

The YOHO 36 is subject to other terms and conditions.

- (XXI) 如此聘用的人或賣方無給予或視之為已給予任何就YOHO 36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YOHO 36之安排。買方不得就由於或有關YOHO 36的批核及/或不批核及/或任何YOHO 36相關事宜而向如此聘用的人及/或賣方提出任何申索。

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 YOHO 36. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the YOHO 36. 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 YOHO 36 and/or any matters relating to the YOHO 36.

附錄 1.1(d)
Appendix 1.1(d)

置尊 120
Grand 120

買方可向如此聘用的人的指定財務機構(「指定財務機構」)申請置尊120(「樓價貸款」), 主要條款如下:

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the Grand 120 ("Payment Financing"). Key terms are as follows:

- (I) 買方須於付清樓價餘額之日前最少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。

The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.

- (II) 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 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:

- 現有物業的註冊業主(或其中一位註冊業主)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 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

- 現有物業的業權良好; 及

The title to the Existing Property is good; and

- 現有物業沒有出租; 及

The Existing Property is not leased out; 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 subject to any mortgage or incumbrance other than bank mortgage; 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 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

- 現有物業的價值必須符合以下要求:

The value of the Existing Property must satisfy the following requirements:

於申請樓價貸款時 At the time of application for the Payment Financing	指定財務機構估算現有物業的價值(「估算價值」) The designated financing company's valuation of the Existing Property ("Valuation")
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 Existing Property or (if more than one Existing Property) all Existing Properties do not have any mortgage	現有物業的(總)估算價值為樓價的50%或以上 The (total) Valuation of the Existing Property(ies) is 50% of the Purchase Price or above
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 Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank	現有物業的(總)估算價值為樓價的80%或以上 The (total) Valuation of the Existing Property(ies) is 80% of the Purchase Price or above

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。

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

(III) 本物業只可供買方自住。

The Property shall only be self-occupied by the Purchaser.

(IV) 樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(「A部份」)及(如適用)然後用於償還現有物業的按揭貸款(「B部份」)。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。

The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of Purchase Price ("Tranche A") and (if applicable) secondly repayment of the mortgage loan of the Existing Property ("Tranche B"). If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.

(V) 樓價貸款的A部份及B部份的最高金額如下：

The maximum amounts of Tranche A and Tranche B of the Payment Financing are as follows:

情況 Situation	現有物業的(總)估算價值 The (total) Valuation of the Existing Property(ies)	A部份 (用於繳付樓價餘額) Tranche A (for payment of the balance of the Purchase Price)	B部份 (用於償還現有物業的按揭貸款) Tranche B (for repayment of the mortgage loan(s) of the
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			Existing Property(ies))
1	樓價100%或以上 100% of the Purchase Price or above	樓價的90%* 90% of the Purchase Price*	樓價的30% [@] 30% of the Purchase Price [@]
2	樓價90%或以上，但少於樓價100% 90% of the Purchase Price or above, but less than 100% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	樓價的20% [@] 20% of the Purchase Price [@]
3	樓價80%或以上，但少於樓價90% 80% of the Purchase Price or above, but less than 90% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	樓價的10% [@] 10% of the Purchase Price [@]
4	樓價70%或以上，但少於樓價80% 70% of the Purchase Price or above, but less than 80% of the Purchase Price	樓價的90%* 90% of the Purchase Price*	不適用 Not applicable
5	樓價60%或以上，但少於樓價70% 60% of the Purchase Price or above, but less than 70% of the Purchase Price	樓價的80%* 80% of the Purchase Price*	
6	樓價50%或以上，但少於樓價60% 50% of the Purchase Price or above, but less than 60% of the Purchase Price	樓價的70%* 70% of the Purchase Price*	

* 扣除所有如此聘用的人將提供用以支付樓價餘額部份的現金回贈等(如有)後的金額，惟貸款金額不可超過應繳付之樓價餘額。

* less all cash rebate(s) (if any) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price.

@ 惟貸款金額不可超過現有物業的(總)按揭貸款餘額。

@ provided that the loan amount shall not exceed the (total) balance of the mortgage loan of the Existing Property(ies).

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。

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(s) (if any).

- (VI) 利率為3.68% p.a.。最終利率以指定財務機構認可而定。
Interest rate shall be 3.68% p.a.. The final interest rate will be subject to approval by the designated financing company.
- (VII) 樓價貸款的期限最長為36個月。
The maximum tenor of the Payment Financing shall be 36 months.
- (VIII) 買方須以以下方式償還樓價貸款：
The Purchaser shall repay the Payment Financing in the following manner:
- (a) 每月供款相當於(視情況而定)：
monthly instalment amount equivalent to (as the case may be):
- 樓價0.38% (如樓價貸款的金額為樓價90%或以下)；或
0.38% of the Purchase Price (if the amount of the Payment Financing is 90% of the Purchase Price or below); or
 - 樓價0.5% (如樓價貸款的金額為樓價90%以上)
0.5% of the Purchase Price (if the amount of the Payment Financing is over 90% of the Purchase Price)
- 先用於支付利息，餘款用於償還樓價貸款；及
shall be paid to settle interest first, and the balance shall be applied for repayment of the Payment Financing; and
- (b) 於到期日，全數償還樓價貸款餘款及利息。
fully repay the balance of the Payment Financing and interest on the maturity date.
- (IX) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (X) 買方可向指定財務機構申請附錄1.1(e)所述的延續貸款，於樓價貸款到期日用以償還樓價貸款的A部份。延續貸款的最高金額為：
The Purchaser may apply to the designated financing company for the Extended Loan as set out in Appendix 1.1(e) 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:

於申請樓價貸款時 At the time of application for the Payment Financing	延續貸款的最高金額 The maximum amount of the Extended Loan
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 Existing Property or (if more than one Existing Property) all Existing Properties do not have any mortgage	樓價貸款的到期日須償還的樓價貸款的A部份的餘款減去樓價的10%。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price.

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 Existing Property or (if more than one Existing Property) any one or more of the Existing Property(ies) is/are mortgaged to a bank	樓價貸款的到期日須償還的樓價貸款的A部份的餘款。 the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing.
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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。
The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any).

- (XI) 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。

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(s) (if any). The Purchaser shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.

- (XII) 買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)。
The Purchaser is required to provide sufficient documents to prove his/her repayment ability (including monthly instalments and the repayment on maturity).

- (XIII) 樓價貸款申請須由指定財務機構獨立審批。
The Payment Financing application shall be approved by the designated financing company independently.

- (XIV) 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。

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 the other conditions) as set out in the relevant payment plan.

- (XV) 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。

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.

- (XVI) 所有樓價貸款的法律文件須由賣方代表律師準備，並於賣方代表律師的辦事處簽署。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。

All legal documents of the Payment Financing shall be prepared by the Vendor's solicitors and signed at the office of the Vendor's solicitors. 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 in 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.

- (XVII) 樓價貸款受其他條款及細則約束。

The Payment Financing is subject to other terms and conditions.

- (XVIII) 如此聘用的人或賣方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。如此聘用的人及賣方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如此聘用的人及/或賣方提出任何申索。

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 Payment Financing. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Payment Financing. 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 Payment Financing and/or any matters relating to the Payment Financing.

附錄 1.1(e)
Appendix 1.1(e)

延續貸款
Extended Loan

- (I) 買方於有關貸款(指附錄1.1(c)所述之YOHO 36或附錄1.1(d)所述之置尊120)的到期日前最少60日以書面方式向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。
The Purchaser makes a written application to the designated financing company for the Extended Loan (“Extended Loan”) not less than 60 days before the maturity date of the relevant loan (refers to the YOHO 36 as set out in Appendix 1.1(c) or the Grand 120 as set out in Appendix 1.1(d)). Late loan applications will not be processed by the designated financing company.
- (II) 延續貸款的最高金額請參閱有關貸款的附錄。
The maximum amount of the Extended Loan shall be as mentioned in the annex of the relevant loan.
- (III) 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。
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.
- (IV) 本物業只可供買方自住。
The Property shall only be self-occupied by the Purchaser.
- (V) 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。
The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note for the last 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 guarantor(s) (if any). The Purchaser and his/her guarantor(s) (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.
- (VI) 每月(所有種類)供款總額不可高於每月收入總額的50%。
The total amount of (all kinds of) monthly instalment shall not be higher than 50% of the total amount of monthly income.
- (VII) 延續貸款申請須由指定財務機構獨立審批。
The Extended Loan application shall be approved by the designated financing company independently.
- (VIII) 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。
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.

- (IX) 延續貸款年期最長為20年。
The maximum tenor of the Extended Loan shall be 20 years.
- (X) 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。
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.
- (XI) 買方須以按月分期償還延續貸款。
The Purchaser shall repay the Extended Loan by monthly instalments.
- (XII) 全數或部分償還不徵收提前償還罰款。
No prepayment penalty for full repayment or partial prepayment is levied.
- (XIII) 所有延續貸款的法律文件須由賣方代表律師辦理，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。
All legal documents of the Extended Loan shall be handled by the Vendor's solicitors 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.
- (XIV) 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。
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
- (XV) 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。
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 other conditions) as set out in the relevant payment plan.
- (XVI) 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、批出貸款金額及其條款，指定財務機構有最終決定權。
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 loan, the approved loan amount of the Extended Loan and the terms thereof are subject to the final decision of the designated financing company.
- (XVII) 延續貸款受其他條款及細則約束。
The Extended Loan is subject to other terms and conditions.
- (XVIII) 如此聘用的人或賣方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。如此聘用的人及賣方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如此聘用的人及/或賣方提出任何申索。

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 Extended Loan. The Person so Engaged and the Vendor are not, and will not be, involved in the arrangements of the Extended 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 Extended Loan and/or any matters relating to the Extended Loan.

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

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the 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

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

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

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

legal 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 centre.

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 assistance.

By providing lawyers with the required information, 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 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 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 enforcement authorities as a statutory obligation. Failure to

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

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and 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 Action Task Force on Money Laundering, an inter-governmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

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

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

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

Additional information may be necessary for complex or unusually large transactions.

What is meant by suspicious transaction?

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving-

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?

Client information will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

☒ A secretive entity

☐ Unusual instructions

☐ Unusual settlement requests

律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。該些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關人的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。



通過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及真實資料？

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議，香港律師會亦為此作出配合。

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？
- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。舉例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

身份不明 ☒

不尋常的指示 ☐

不尋常的結算要求 ☐



你我攜手為香港把關 Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering



[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. Offer
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 the Purchase Price of the Property and administrative fees for amending the Agreement, provision of information or copies of documents etc. 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）收取除本物業樓價、更改正式合約及提供資料、文件副本等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）。

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. 香港身份證／護照號碼				
Address 地址				
Hong Kong correspondence address (if different from above) 香港通訊地址 (英文) (如與上面不同)				
Contact details 聯絡資料	Name 聯絡人			
	Telephone 電話		Fax 傳真	

Section 2-Tendered Property 第2節-投標物業			
	Tower 座數	Floor 樓層	Flat 單位
1.			
2.			

Section 3-Tender Price 第3節-投標價			
Tender Price (HK\$) 投標價 (港幣)			
Cashier's order(s) and cheque(s)(if applicable) (in the aggregate amount of 5% of the Tender Price) 銀行本票及支票(如適用) (總金額為投標價的5%)			
Cashier's order(s) 銀行本票	Amount (HK\$) 金額 (港幣)	Bank 銀行	Cashier's order no. 本票號碼
Cheque(s) 支票	Amount (HK\$) 金額 (港幣)	Bank 銀行	Cheque no. 支票號碼

Section 4—Payment plan

第4節—支付辦法

(如適用) 如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

240 Days Payment Plan (BT3)

240 日付款計劃 (BT3)

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 60 days after the date of Letter of Acceptance.
加付訂金即樓價 5% 於接納書的日期後 60 日內繳付。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 120 days after the date of Letter of Acceptance.
加付訂金即樓價 5% 於接納書的日期後 120 日內繳付。
- 85% of the Purchase Price (the balance of the Purchase Price) shall be paid within 240 days after the date of the Letter of Acceptance.
樓價 85%（樓價餘額）於接納書的日期後 240 日內繳付。

Note: The date of completion shall not be earlier than 90 days after the date of Letter of Acceptance.

註：成交日不可早於接納書的日期後 90 日。

List of the gifts, financial advantage or benefits

贈品、財務優惠或利益的列表

The following gift, financial advantage or benefit (“the Person so Engaged’s Offers”) are offered or arranged by the Person so Engaged to the Purchaser who chooses this payment plan. The Vendor is not related to the Person so Engaged’s Offers and shall not be responsible for any claims in respect of the Person so Engaged’s Offers. All claims and disputes in respect of the Person so Engaged’s Offers shall be directed to the Person so Engaged or the relevant provider(s) (as the case may be) as prescribed below.

選擇本付款計劃之買方可享以下由如此聘用的人提供或安排的贈品、財務優惠或利益（「如此聘用的人」）。賣方與如此聘用的人優惠無關，亦不會就有關如此聘用的人優惠的申索承擔任何責任。所有有關如此聘用的人優惠的申索及爭議，買方應根據下文直接聯絡如此聘用的人或相關提供者（視情況而定）。

1. Early Completion Benefit

提前成交優惠

Where the Purchaser settles the balance of the Purchase Price within the period(s) specified in the table below (which is earlier than the due date of payment specified in the Agreement, the Purchaser shall be entitled to an Early Completion Benefit (“Early Completion Benefit”) offered by the Person so Engaged according to the table below. The date of settlement of the balance of the Purchase Price shall be the date on which all the Purchase Price is received by the Vendor’s solicitors. 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.

如買方於以下列表指明的期間內付清樓價餘額（早於正式合約訂明的付款限期日），可根據以下列表獲如此聘用的人送出提前成交優惠（「提前成交優惠」）。付清樓價餘額日期以賣方代表律師收到所有樓價款項日

期為準。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。

Early Completion Benefit Table

提前成交優惠列表

Date of settlement of the balance of the Purchase Price 付清樓價餘額日期	Early Completion Benefit amount 提前成交優惠金額
Within 120 days after the date of the Letter of Acceptance 接納書的日期後 120 日內	4% of the Purchase Price 樓價 4%

The Purchaser shall apply to the Person So Engaged in writing for the Early Completion Benefit at least 30 days before the date of early settlement of the balance of the Purchase Price. After the Person So Engaged has received the application and duly verified the information to be correct, the Person So Engaged will apply the Early Completion Benefit for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for the Early Completion Benefit is approved by the Person So Engaged, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

買方須於提前付清樓價餘額日前最少 30 日，以書面向如此聘用的人申請提前成交優惠，如此聘用的人會於收到申請並證實有關資料無誤後將提前成交優惠直接用於支付部份樓價餘額。不論提前成交優惠的申請獲如此聘用的人批核與否，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。

2. SHKP Club Member Cash Rebate

新地會會員現金回贈

If the Purchaser is a SHKP Club member (i.e. at least one individual Purchaser is a SHKP Club member on or before the date of settlement of the balance of the Purchase Price), the Purchaser shall be entitled to a SHKP Club Member Cash Rebate (“SHKP Club Member Cash Rebate”) offered by the Person so Engaged. The amount of the SHKP Club Member Cash Rebate shall be equal to HK\$10,000.

如買方為新地會會員(即在付清樓價餘額之日或之前，最少一位個人買方須為新地會會員)，可獲如此聘用的人送出新地會會員現金回贈(「新地會會員現金回贈」)。新地會會員現金回贈的金額相等於港幣 \$10,000。

For the avoidance of doubt, the Property shall only be entitled to the SHKP Club Member Cash Rebate once.
為免疑問，本物業只可獲一次新地會會員現金回贈。

The Purchaser applies to the Person so Engaged in writing for the SHKP Club Member Cash Rebate at least 30 days before the date of settlement of the balance of the Purchase Price. After the Person so Engaged has received the application and duly verified the information, the Person so Engaged will apply the SHKP Club Member Cash Rebate for part payment of the balance of the Purchase Price directly.

買方於付清樓價餘額之日前最少 30 日以書面向如此聘用的人申請新地會會員現金回贈，如此聘用的人會於收到申請並確認有關資料無誤後將新地會會員現金回贈直接用於支付部份樓價餘額。

3. Loan Benefit

貸款優惠

The Purchaser may apply for ONLY ONE 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 Second Mortgage Loan

備用第二按揭貸款

The maximum amount of Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of the Purchase Price payable, whichever is lower. Please see Appendix 1.1(a) of the Tender Notice for details.

備用第二按揭貸款的最高金額為淨樓價的 25%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過淨樓價的 80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱

招標公告附錄 1.1(a)。

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

The maximum amount of the Standby First Mortgage Loan shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Appendix 1.1(b) of the Tender Notice for details.

備用第一按揭貸款的最高金額為淨樓價的75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱招標公告附錄1.1(b)。

(c) YOHO 36
YOHO 36

The maximum amount of the YOHO 36 shall be 75% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of the Purchase Price payable. Please see Appendix 1.1(c) of the Tender Notice for details.

YOHO 36 的最高金額為淨樓價的 75%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱招標公告附錄 1.1(c)。

(d) 置尊120
Grand 120

Please see Appendix 1.1(d) of the Tender Notice for details.

詳情請參閱招標公告附錄 1.1(d)。

The term “Net Purchase Price” above means the amount of the Purchase Price of the Property after deducting the Early Completion Benefit (if any) as set out in paragraph 1 and the SHKP Club Member Cash Rebate (if any) as set out in paragraph 2.

上文「淨樓價」一詞指本物業之樓價扣除第1段所述的提前成交優惠(如有)及第2段所述的新地會會員現金回贈(如有)後的金額。

4. 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 completion of sale and purchase of the Property 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，凡本物業有欠妥之處，買方可於本物業的成交日起計 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。

5. Option to Purchase Residential Car Parking Space(s)
住戶停車位認購權利

- (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). The Purchaser can exercise his/her 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 Property that the Purchaser is purchasing.

選購以下表內之住宅物業之買方，可享有認購期數或其他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本物業相同期數內的住戶停車位。

Block Name 大廈名稱	Floor 樓層	Flat 單位
Tower 2A 第 2A 座	17/F	A1

- (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 Option to Purchase Residential Car Parking Space(s) is subject to other terms and conditions.
住戶停車位認購權利受其他條款及細則約束。

Other Information

其他資料

1. Depending on the gifts, financial advantage or benefits elected by the Purchaser in his/her 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士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. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision of the cash rebate(s) being satisfied, the Person so Engaged reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand by the Person so Engaged refund the relevant cash rebate(s) to the Person so Engaged.
所有由如此聘用的人將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，如此聘用的人保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到如此聘用的人要求後須立即退回相關現金回贈予如此聘用的人。
5. 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宜。
6. 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.

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–Intermediary
第 5 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. 地產代理牌照號碼		Contact No. 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士負責；
- (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 the Purchase Price of the Property and administrative fees for amending the Agreement, provision of information or copies of documents etc. 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收取除本物業樓價、更改正式合約及提供資料、文件副本等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；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 6-Declaration of relationship with the Vendor and the Person so Engaged

第6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:

(如有以下情況,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股公司;
- (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股公司的董事,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股公司的經理。

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。)

Section 7 – Related Tender(s)(if any) († Please tick as appropriate)
第 7 節 – 相關投標書 (如有) (†請剔適用者)

- † ☐ I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer's sole name but not in joint names with others) as follows (“**Related Tender(s)**”) :-
 本人／我們確認本人／我們在遞交本招標文件的同時，(以本人／我們的名義而非與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」)：

	Tower 大廈	Floor 樓層	Flat 單位
1.			
2.			

Please choose only one of the following († Please tick one of the following boxes) :-
 請選擇以下其中一個選項：(†請剔其中一個方格)

- † ☐ I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
 本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。
- † ☐ I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
 本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。
- † ☐ My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other (s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”) :-
 在以下列表列出名稱之本人／我們之近親(見義如下)(以近親的名義或與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」)：

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

	Name of the Close Relative(s) (and other joint tenderer) 近親(及其他聯名投票者)之名稱	ID No. 身份證號碼	Tower 大廈	Floor 樓層	Flat 單位
1.					
2.					

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

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

本人／我們 附上近親關係的證明文件(例如：身份證、出世紙、結婚證書等)供賣方考慮。

For the purpose of this Section 7, "Close Relative" means a spouse, parent, child, brother and sister of the Tenderer (or any one of Tenderer).

為本第 7 節的目的，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟及姊妹。

Section 8 – Viewing of the Property (†Please tick either one)

第8節 – 參觀該投標物業 (†請剔其中一項)

†☐ The Vendor has made the Tendered Property available for viewing by me/us and I/we have viewed the Tendered Property.

賣方已開放該投標物業以供本人／我們參觀，而本人／我們亦已參觀該投標物業。

†☐ I/We understand that I/we have the right to view the Tendered Property /comparable residential property(ies) before submission of the tender and the Vendor has made the Tendered Property /comparable residential property(ies) available for viewing by me/us, however, I/we have decided not to do so.

本人／我們明白本人／我們有權在遞交投標書前參觀該投標物業/與該投標物業相若的住宅物業，而賣方已開放該投標物業/與該投標物業相若的住宅物業以供本人／我們參觀，但本人／我們決定不參觀該投標物業/與該投標物業相若的住宅物業。

The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed phase.

賣方視為已符合《一手住宅物業銷售條例》第2部第5分部有關參觀已落成期數中的物業之要求。

Section 9 - Submission checklist

第9節-遞交清單

The following documents are submitted to the Vendor (for details, please see paragraph 2.8 of the Tender Notice):-
 以下文件遞交給賣方（詳情見招標公告第 2.8 段）：

1. ☐ Tender Document with the Offer Form completed, dated and signed
 已填妥、填上日期及簽署的招標文件及要約表格
2. ☐ Cashier's order(s) and cheque(s) (if applicable)
 銀行本票及支票（如適用）
3. ☐ A copy(ies) of Tenderer(s)' identification document(s)
 投標者的身份證明文件的複印本
4. ☐ A copy intermediary's licence (if applicable)
 中介人的牌照的複印本（如適用）
5. Documents in Annexes to the Offer Form, duly completed and signed by the Tenderer:
 由投標者填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 the Vendor (undated)
 與賣方關係的聲明（未有填上日期）
 - (3) ☐ Declaration of Relationship with the Owner (undated)
 與擁有人關係的聲明（未有填上日期）
 - (4) ☐ Warning to Purchasers(undated)
 對買方的警告（未有填上日期）
 - (5) ☐ Declaration Regarding Intermediary (if applicable) (undated)
 關於中介人的聲明（如適用）（未有填上日期）
 - (6) ☐ Declaration Regarding No Intermediary (if applicable) (undated)
 關於並無中介人的聲明（如適用）（未有填上日期）
 - (7) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 關於印花稅的確認書（未有填上日期）
 - (8) ☐ Decoration and and Furniture Layout Plan
 裝飾及傢俱布局圖
 - (9) ☐ Ceiling Height and Fire Safety Provisions Plan
 天花高度及消防安全設施圖
 - (10) ☐ Acknowledgement Letter Regarding Miscellaneous Matters (undated)
 關於其他事項的確認書（未有填上日期）
 - (11) ☐ Acknowledgement Letter Regarding Financing Plans (undated)
 關於財務計劃的確認書（未有填上日期）
 - (12) ☐ Acknowledgement Letter Regarding Option to Purchase a Residential Car Parking Space
 (if applicable) (undated)
 關於認購住戶停車位的權利的確認書（如適用）（未有填上日期）
 - (13) ☐ Acknowledgement Letter Regarding the Open Kitchen (if applicable) (undated)
 關於開放式廚房的確認書（如適用）（未有填上日期）
 - (14) ☐ Acknowledgement Letter Regarding Marble and Stone Materials (undated)
 關於雲石及石材物料的確認書（未有填上日期）
 - (15) ☐ Acknowledgement Letter Regarding Availability of Property for
 Viewing by Potential Purchasers (undated)
 關於繼續開放物業予有興趣買家參觀的確認書（未有填上日期）
 - (16) ☐ Vendor's Information Form (undated)
 賣方資料表格（未有填上日期）
 - (17) ☐ 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）
 - (18) ☐ Personal Information Collection Statement (MTR Corporation Limited) (undated)
 個人資料收集聲明（香港鐵路有限公司）（未有填上日期）
 - (19) ☐ SHKP Club Application Form(if applicable) (dated)
 新地會申請表格(如適用) (已填上日期)

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 of 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 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：

X

Witnessed by:
見證人簽署：

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	
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”

「發展項目」

Means Tin Shui Wai Town Lot No. 23 Development.

指天水圍市地段第 23 號發展項目。

“Phase”

「期數」

means Phase 1 of the Development (Tower 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in Phase 1 are called “YOHO WEST”).

指發展項目的第 1 期 (第 1 期中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

“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. 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。
4. 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;
and
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。
5. 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。
6. 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。
7. 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。
8. The Purchaser shall attend the office of its 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 20.

買方須於接納書的日期之後的 5 個工作日內攜帶接納書到其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 20 條所載就正式合約應付之所有印花稅。

9. 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。
10. 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》。
11. 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。
12. 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。
13. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 14 and fully understands its contents.
買方確認已收到第 14 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。
14. For the purposes of clause 13, the following is the “Warning to Purchasers”—
就上述第 13 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。
 - (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。

15. (a) It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser only, 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 nor the right to sub-sell the Property or transfer the benefit of the Agreement to a third party.
現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約權益轉讓給第三者，並且無權轉售本物業或將正式合約權益轉讓給第三者。
- (b) The Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of this Preliminary Agreement or the Agreement (whether by way of direct or indirect reservation, right of first refusal, option, trust, power of attorney or any other method, arrangement or document of any description, conditional or unconditional) or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment to the Purchaser.
在完成買賣及簽立轉讓契予買方之前，買方不得提名任何人士接納本物業的轉讓契、轉售本物業或轉讓本臨時合約或正式合約的權益（不論是透過直接或間接保留、優先購買權、認購權、信託、授權書或任何其他方法、安排或任何種類的文件，有條件或無條件），或訂立任何協議如此行事。
- (c) If the Purchaser shall be in breach of this clause 15(b), the Vendor shall be entitled (but shall not be obligated) to terminate this Preliminary Agreement or the Agreement (as the case may be) and all sums paid by the Purchaser up to 10% of the purchase price by way of deposits shall be forfeited to the Vendor absolutely. Upon determination of this Preliminary Agreement or the Agreement (as the case may be), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Preliminary Agreement or the Agreement (as the case may be).
如買方違反本第 15(b)條的規定，賣方有權(但無責任)終止本臨時合約或正式合約（視屬何種情況而定），而買方以訂金形式支付的所有款項(以售價的 10%為限)即被沒收歸於賣方。本臨時合約或正式合約（視屬何種情況而定）一經終止，賣方可在其認為合適的規定下，以公開拍賣或私人合約方式重售本物業，任何上漲的重售價均歸於賣方。重售時，任何不足的差價須由買方補足及與該重售有關的一切開支須由買方承擔，該等差價及開支由賣方作為算定損害賠償而追討，但前提是本物業須在本臨時合約或正式合約（視屬何種情況而定）終止後 6 個月內重售，否則買方無須承擔該等差價或開支。
16. Notwithstanding clauses 13 and 14 above, the Purchaser must instruct an independent firm of solicitors as his solicitors to act for him in respect of the Agreement and the subsequent Assignment.
儘管上述第 13 條及第 14 條，買方必須就正式合約及其後之轉讓契委託其獨立律師為其代表律師。
17. 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.
買方律師有關擬備、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方承擔及支付。
18. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
19. The Property is sold on an "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
本物業以現狀形式出售。(如買方已視察本物業)買方同意及承認已到上述物業實地視察，並清楚及接受本物業現時之情況。
20. All stamp duty (including without limitation any ad valorem 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及附加印花稅），一概由買方承擔及支付。

21. 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 (if any) (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, 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.
一切擬備、登記及完成主公契及管理協議及副公契及管理協議(如有)(統稱「公契」)之費用及附於公契之圖則費用的適當分攤、本物業的業權之契約及文件之認證副本之費用、本物業的正式合約及轉讓契之圖則費、本物業的按揭(如有)之律師及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有律師及其他費用，均由買方負擔及支付。所有查冊費、註冊費及其他雜項費用均須由買方承擔。
22. 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 upon termination of this Preliminary Agreement.
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，買方特此授權賣方在本臨時合約終止時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。
23. 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。
24. 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。
25. 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。
26. (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。

27. 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。
28. 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.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
29. The Purchaser shall on completion and before being entitled to possession of the Property 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.
買方須在成交及有權管有本物業之前，按照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、設備基金及其他按金／基金等。
30. 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。
31. 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。
32. 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。
33. 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

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

External Wall 外牆	Aluminum window, curtain wall, glass claddings, tiles, aluminum claddings, aluminum grilles and aluminum louvre 鋁窗、玻璃幕牆、玻璃覆蓋層板、瓦、鋁質覆蓋層板、鋁質格柵及鋁質百葉。
Internal Wall 內牆	Emulsion paint, metal finish, mirror and plastic laminate finish on exposed surfaces for Living Room and Dining Room. 客廳及飯廳外露位置髹上乳膠漆及鋪砌金屬飾面、鏡及膠板飾面。 For flats as listed in note (1.1), emulsion paint, metal finish, mirror, tiles and plastic laminate finish on exposed surfaces for Living Room and Dining Room. 備註(1.1)所列之單位的客廳及飯廳外露位置髹上乳膠漆及鋪砌金屬飾面、鏡、瓦及膠板飾面。 Emulsion paint on exposed surfaces for Bedrooms. 睡房外露位置髹上乳膠漆。
Internal Ceiling 天花板	Emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint for Living Room, Dining Room and Bedrooms. 客廳、飯廳及睡房外露位置髹上乳膠漆及石膏板假陣髹上乳膠漆。
Internal Floor 內部地板	Wood grain rigid board flooring and stainless steel trim for Bedrooms. 睡房鋪砌木紋防潮岩塑地板及不銹鋼條。 For flats as listed in note (1.2), wood grain rigid board flooring and stainless steel trim for Bedrooms. Reconstituted stone border is provided between Bedroom and Flat Roof. 備註(1.2)所列之單位的睡房鋪砌木紋防潮岩塑地板及不銹鋼條。睡房與平台之間鋪砌人造石圍邊。 Tiles for Living Room and Dining Room. 客廳及飯廳鋪砌瓦。 Engineered timber skirting for Living Room, Dining Room and Bedrooms. 客廳、飯廳及睡房鋪砌複合木牆腳線。
Doors 門	Timber door and aluminium frame glass door to be provided. 裝設木門及鋁質框配玻璃門。
Bathroom 浴室	Sanitary Fitment to be provided. 提供潔具。 Floors are finished with tiles and reconstituted stone on exposed surfaces. 地板之外露位置鋪砌瓦及人造石。 For Bathroom, walls are finished with tiles on exposed surfaces (tiles on the back of basin cabinet) to false ceiling. 浴室牆身之外露位置鋪砌瓦(洗手盆櫃背鋪瓦)至假天花水平。 For Master Bathroom, walls are finished with tiles, stainless steel and mirror on exposed surfaces (tiles on the back of basin cabinet) to level of false ceiling. 主人浴室牆身之外露位置鋪砌瓦、不銹鋼及鏡(洗手盆櫃背鋪瓦)至假天花水平。 Ceilings are finished with aluminium ceiling. 天花板鋪砌鋁質天花。
Kitchen 廚房	Floors are finished with tiles on exposed surfaces. 地板之外露位置鋪砌瓦。

	Walls are finished with tiles and mirror (tiles on the back of basin cabinet) to level of false ceiling. 廚房牆身之外露位置鋪砌瓦及鏡(廚櫃背鋪瓦)至假天花水平。 Ceilings are finished with gypsum board with emulsion paint on exposed surfaces. 天花板之外露位置為石膏板面髹上乳膠漆。 Cooking benches are finished with solid surfacing materials. 灶台鋪砌實心面材。
Open Kitchen 開放式廚房	Floors are finished with tiles on exposed surfaces. 地板之外露位置鋪砌瓦。 Walls are finished with tiles, mirror and plastic laminate finish (tiles on back of kitchen cabinet) on surface to level of false ceiling. 牆身之外露位置鋪砌瓦、鏡及膠板飾面(廚櫃背鋪瓦)至假天花水平。 Ceilings are finished with gypsum board with emulsion paint on exposed surfaces. 天花板之外露位置為石膏板面髹上乳膠漆。 Cooking benches are finished with solid surfacing materials. 灶台鋪砌實心面材。
Other provisions 其他設施	Air-conditioner to be provided for Living room, Dining room, Bedrooms, Utility Room and Store Room. 客廳、飯廳、睡房、工作間及儲物房裝有冷氣機。 For Flats with Open Kitchen, induction hob, combi steam microwave oven, cooker hood, washer / dryer, smart station and refrigerator to be provided. 設有開放式廚房的單位裝有電磁煮食爐、微波蒸焗爐、抽油煙機、洗衣／乾衣機、智慧中心及雪櫃。 For Flats with enclosed Kitchen, induction hob, combi steam microwave oven, cooker hood, washer / dryer, smart station and refrigerator to be provided. 設有圍封式廚房的單位裝有電磁煮食爐、微波蒸焗爐、抽油煙機、洗衣／乾衣機、智慧中心及雪櫃。 For Flats as listed in note (1.3), induction hob, combi steam microwave oven, cooker hood, washer / dryer, smart station, refrigerator and wine cellar to be provided. 備註(1.3)所列之單位裝有電磁煮食爐、微波蒸焗爐、抽油煙機、洗衣／乾衣機、智慧中心、雪櫃及酒櫃。 Electric water heater and thermos ventilator to be provided. 裝有電熱水爐及浴室寶。 Router to be provided. 裝有路由器。

Note (1.1) 備註(1.1):

- Tower 2A 第 2A 座:
Flat A2 and A3 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓的 A2 及 A3 單位 ;
Flat A5, A6, A7 and A8 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F to 46/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓至 46 樓的 A5、A6、A7 及 A8 單位 ;
- Tower 2B 第 2B 座:
Flat B1, B2, B7 and B8 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓的 B1、B2、B7 及 B8 單位;
Flat B5 and B6 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F to 46/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓至 46 樓的 B5 及 B6 單位 ;
- Tower 3A 第 3A 座:
Flat A2, A11, A12, A13 and A15 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓的 A2、A11、A12、A13 及 A15 單位 ;
Flat A3, A5, A6, A7, A8, A9 and A10 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F to 46/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓至 46 樓的 A3、A5、A6、A7、A8、A9 及 A10 單位 ;
- Tower 3B 第 3B 座:
Flat B5, B6, B7, B9, B10 and B11 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓的 B5、B6、B7、B9、B10 及 B11 單位 ;
Flat B1, B2, B3 and B8 at 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 43/F and 45/F to 46/F;
3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓及 45 樓至 46 樓的 B1、B2、B3 及 B8 單位

Note (1.2) 備註(1.2):

- Tower 2A 第 2A 座:
Master Bedroom of Simplex 1A at 46/F; 46 樓的 Simplex 1A 單位的主人睡房 ;
- Tower 2B 第 2B 座:
Master Bedroom of Simplex 1B and Simplex 2B at 46/F; 46 樓的 Simplex 1B 及 Simplex 2B 單位的主人睡房 ;
- Tower 3A 第 3A 座:
Master Bedroom of Flat A1 at 3/F; 3 樓的 A1 單位的主人睡房 ;
Master Bedroom and Bedroom 4 of Simplex 1A at 46/F; 46 樓的 Simplex 1A 單位的主人睡房及睡房 4 ;
Master Bedroom of Simplex 2A at 46/F; 46 樓的 Simplex 2A 單位的主人睡房 ;
- Tower 3B 第 3B 座:
Master Bedroom of Flat B1, B6 and B10 at 3/F; 3 樓的 B1, B6 及 B10 單位的主人睡房 ;
Master Bedroom of Simplex 2B at 46/F; 46 樓的 Simplex 2B 單位的主人睡房

Note (1.3) 備註(1.3):

- Tower 2A 第 2A 座:
Simplex 1A at 46/F; 46 樓的 Simplex 1A 單位
- Tower 2B 第 2B 座:
Simplex 1B and Simplex 2B at 46/F; 46 樓的 Simplex 1B 單位及 Simplex 2B 單位
- Tower 3A 第 3A 座:
Simplex 1A and Simplex 2A at 46/F; 46 樓的 Simplex 1A 單位及 Simplex 2A 單位
- Tower 3B 第 3B 座:
Simplex 1B and Simplex 2B at 46/F; 46 樓的 Simplex 1B 單位及 Simplex 2B 單位

^ Remarks: Tower 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.

^ 備註：期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

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 the Vendor# 與賣方關係的聲明#
3. Declaration of Relationship with the Owner# 與擁有人關係的聲明#
4. Warning to Purchasers# 對買方的警告#
5. Declaration Regarding Intermediary* 關於中介人的聲明*
6. Declaration Regarding No Intermediary* 關於並無中介人的聲明*
7. Acknowledgement Letter Regarding Stamp Duty# 關於印花稅的確認書#
8. Decoration and Furniture Layout Plan# 裝飾及傢俱布局圖#
9. Ceiling Height and Fire Safety Provisions Plan# 天花高度及消防安全設施圖#
10. Acknowledgement Letter Regarding Miscellaneous Matters # 關於其他事項的確認書#
11. Acknowledgement Letter Regarding Financing Plans# 關於財務計劃的確認書#
12. 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*
13. Acknowledgement Letter Regarding the Open Kitchen*
關於開放式廚房的確認書*
14. Acknowledgement Letter Regarding Marble and Stone Materials#
關於雲石及石材物料的確證書#
15. Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers #
關於繼續開放物業予有興趣買家參觀的確認書#
16. Vendor's Information Form #
賣方資料表格#
17. 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) #
18. Personal Information Collection Statement (MTR Corporation Limited)#
個人資料收集聲明 (香港鐵路有限公司) #
19. SHKP Club Application Form*
新地會申請表格*

Annex 1
附件 1

Measurements of the Tendered Property

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司(as “Person so engaged” 作為「如此聘用的人」)^
Address 地址	1 Tin Yan Road 天恩路 1 號
Phase of Development 發展項目的期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST
Purchaser 買方	
I.D./Passport No. 身份證／護照號碼	
日期 Date	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

Property 物業: Flat A1 on 9/F (including the bay window, the balcony and the utility platform thereof) of Tower 2A of Tower 2, YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development, No. 1 Tin Yan Road, Tin Shui Wai, New Territories
新界天水圍天恩路1號天水圍市地段第23號發展項目的第1期YOHO WEST第2座的第2A座9樓A1室（包括其窗台、其露台及其工作平台）

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

(a) 本物業的實用面積為 the saleable area of the Property is	<u>64.626</u> 平方米/ square metres/	<u>696</u> 平方呎，其中— square feet of which—
	* <u>2.000</u> 平方米/ square metres/	<u>22</u> 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* <u>1.500</u> 平方米/ square metres/	<u>16</u> 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* <u>xxx</u> 平方米/ square metres/	<u>xxx</u> 平方呎為陽台的樓面面積； square feet is the floor area of the verandah;

(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	<u>xxx</u> square metres/	<u>xxx</u> square feet;
*窗台的面積為	平方米／	平方呎；
the area of the bay window is	<u>0.140</u> square metres/	<u>2</u> square feet;
*閣樓的面積為	平方米／	平方呎；
the area of the cockloft is	<u>xxx</u> square metres/	<u>xxx</u> square feet;
*平台的面積為	平方米／	平方呎；
the area of the flat roof is	<u>xxx</u> square metres/	<u>xxx</u> square feet;
*花園的面積為	平方米／	平方呎；
the area of the garden is	<u>xxx</u> square metres/	<u>xxx</u> square feet;
*停車位的面積為	平方米／	平方呎；
the area of the parking space is	<u>xxx</u> square metres/	<u>xxx</u> square feet;
*天台的面積為	平方米／	平方呎；
the area of the roof is	<u>xxx</u> square metres/	<u>xxx</u> square feet;

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投標人須填妥本頁

*梯屋的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the stairhood is		square metres/		square feet;
*前庭的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the terrace is		square metres/		square feet;
*庭院的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the Yard is		square metres/		square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數 中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」)。

Measurements of the Tendered Property
投標物業的量的尺寸

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司(as “Person so engaged” 作為「如此聘用的人」)#
Address 地址	1 Tin Yan Road 天恩路 1 號
Phase of Development 發展項目的期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST
Purchaser 買方	
I.D./Passport No. 身份證／護照號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

Property 物業: Flat A1 on 17/F (including the bay window, the balcony and the utility platform thereof) of Tower 2A of Tower 2, YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development, No. 1 Tin Yan Road, Tin Shui Wai, New Territories
新界天水圍天恩路 1 號天水圍市地段第 23 號發展項目的第 1 期 YOHO WEST 第 2 座的第 2A 座 17 樓 A1 室 (包括其窗台、其露台及其工作平台)

The measurements of the Property are as follows—
本物業的量的尺寸如下—

(a) 本物業的實用面積為 the saleable area of the Property is	平方米/ square metres/	64.626	平方呎，其中— square feet of which—	696
	平方米/ square metres/	* 2.000	平方呎為露台的樓面面積； square feet is the floor area of the balcony;	22
	平方米/ square metres/	* 1.500	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;	16
	平方米/ square metres/	* xxx	平方呎為陽台的樓面面積； square feet is the floor area of the verandah;	xxx

(b) 其他量的尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant	平方米/ square metres/	xxx	平方呎； square feet;	xxx
*窗台的面積為 the area of the bay window is	平方米/ square metres/	0.140	平方呎； square feet;	2
*閣樓的面積為 the area of the cockloft is	平方米/ square metres/	xxx	平方呎； square feet;	xxx
*平台的面積為 the area of the flat roof is	平方米/ square metres/	xxx	平方呎； square feet;	xxx
*花園的面積為 the area of the garden is	平方米/ square metres/	xxx	平方呎； square feet;	xxx
*停車位的面積為 the area of the parking space is	平方米/ square metres/	xxx	平方呎； square feet;	xxx
*天台的面積為 the area of the roof is	平方米/ square metres/	xxx	平方呎； square feet;	xxx

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*梯屋的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the stairhood is		square metres/			square feet;
*前庭的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the terrace is		square metres/			square feet;
*庭院的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the Yard is		square metres/			square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數 中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

Measurements of the Tendered Property
投標物業的量的尺寸

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」) #
Address 地址	1 Tin Yan Road 天恩路 1 號
Phase of Development 發展項目的期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”) ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST
Purchaser 買方	
I.D./Passport No. 身份證／護照號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

Property 物業: Flat A3 on 9/F (including the bay window, the balcony and the utility platform thereof) of Tower 2A of Tower 2, YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development, No. 1 Tin Yan Road, Tin Shui Wai, New Territories
新界天水圍天恩路 1 號天水圍市地段第 23 號發展項目的第 1 期 YOHO WEST 第 2 座的第 2A 座 9 樓 A3 室 (
包括其窗台、其露台及其工作平台)

The measurements of the Property are as follows—
本物業的量的尺寸如下—

(a) 本物業的實用面積為 _____ 平方米/
the saleable area of the Property is 38.054 square metres/ _____ 410 square feet of which—

_____ 平方米/
* 2.000 square metres/ _____ 22 square feet is the floor area of the balcony;

_____ 平方米/
* 1.500 square metres/ _____ 16 square feet is the floor area of the utility platform;

_____ 平方米/
* xxx square metres/ _____ xxx square feet is the floor area of the verandah;

(b) 其他量的尺寸為— other measurements are—

*空調機房的面積為 _____ 平方米/
the area of the air-conditioning plant xxx square metres/ _____ xxx square feet;
*窗台的面積為 _____ 平方米/
the area of the bay window is 0.140 square metres/ _____ 2 square feet;
*閣樓的面積為 _____ 平方米/
the area of the cockloft is xxx square metres/ _____ xxx square feet;
*平台的面積為 _____ 平方米/
the area of the flat roof is xxx square metres/ _____ xxx square feet;
*花園的面積為 _____ 平方米/
the area of the garden is xxx square metres/ _____ xxx square feet;
*停車位的面積為 _____ 平方米/
the area of the parking space is xxx square metres/ _____ xxx square feet;
*天台的面積為 _____ 平方米/
the area of the roof is xxx square metres/ _____ xxx square feet;

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*梯屋的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the stairhood is		square metres/		square feet;
*前庭的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the terrace is		square metres/		square feet;
*庭院的面積為	_____ xxx _____	平方米／	_____ xxx _____	平方呎；
the area of the Yard is		square metres/		square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數 中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

Measurements of the Tendered Property
投標物業的量的尺寸

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司(as “Person so engaged” 作為「如此聘用的人」)#
Address 地址	1 Tin Yan Road 天恩路 1 號
Phase of Development 發展項目的期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST
Purchaser 買方	
I.D./Passport No. 身份證／護照號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

Property 物業: Flat A3 on 23/F (including the bay window, the balcony and the utility platform thereof) of Tower 2A of Tower 2, YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development, No. 1 Tin Yan Road, Tin Shui Wai, New Territories
新界天水圍天恩路 1 號天水圍市地段第 23 號發展項目的第 1 期 YOHO WEST 第 2 座的第 2A 座 23 樓 A3 室
(包括其窗台、其露台及其工作平台)

The measurements of the Property are as follows—
本物業的量的尺寸如下—

(a) 本物業的實用面積為 _____ 平方米/
the saleable area of the Property is 38.054 square metres/ _____ 平方呎, 其中—
_____ 平方呎為露台的樓面面積;
* 2.000 square metres/ _____ 22 square feet is the floor area of the balcony;
_____ 平方呎為工作平台的樓面面積;
* 1.500 square metres/ _____ 16 square feet is the floor area of the utility platform;
_____ 平方呎為陽台的樓面面積;
* xxx square metres/ _____ xxx square feet is the floor area of the verandah;

(b) 其他量的尺寸為— other measurements are—

*空調機房的面積為 _____ 平方米/
the area of the air-conditioning plant xxx square metres/ _____ xxx square feet;
*窗台的面積為 _____ 平方米/
the area of the bay window is 0.140 square metres/ _____ 2 square feet;
*閣樓的面積為 _____ 平方米/
the area of the cockloft is xxx square metres/ _____ xxx square feet;
*平台的面積為 _____ 平方米/
the area of the flat roof is xxx square metres/ _____ xxx square feet;
*花園的面積為 _____ 平方米/
the area of the garden is xxx square metres/ _____ xxx square feet;
*停車位的面積為 _____ 平方米/
the area of the parking space is xxx square metres/ _____ xxx square feet;
*天台的面積為 _____ 平方米/
the area of the roof is xxx square metres/ _____ xxx square feet;

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

*梯屋的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the stairhood is		square metres/			square feet;
*前庭的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the terrace is		square metres/			square feet;
*庭院的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the Yard is		square metres/			square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數 中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座)稱為「YOHO WEST」)。

Measurements of the Tendered Property
投標物業的量的尺寸

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」) #
Address 地址	1 Tin Yan Road 天恩路 1 號
Phase of Development 發展項目的期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”) ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST
Purchaser 買方	
I.D./Passport No. 身份證／護照號碼	
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)

Property 物業: Flat B1 on 8/F (including the bay window, the balcony and the utility platform thereof) of Tower 2B of Tower 2, YOHO WEST, Phase 1 of Tin Shui Wai Town Lot No. 23 Development, No. 1 Tin Yan Road, Tin Shui Wai, New Territories
新界天水圍天恩路 1 號天水圍市地段第 23 號發展項目的第 1 期 YOHO WEST 第 2 座的第 2B 座 8 樓 B1 室 (包括其窗台、其露台及其工作平台)

The measurements of the Property are as follows—
本物業的量的尺寸如下—

(a) 本物業的實用面積為 _____ 平方米/
the saleable area of the Property is 55.400 square metres/ _____ 596 square feet of which—

_____ 平方米/
* 2.000 square metres/ _____ 22 square feet is the floor area of the balcony;
平方呎為露台的樓面面積;

_____ 平方米/
* 1.500 square metres/ _____ 16 square feet is the floor area of the utility platform;
平方呎為工作平台的樓面面積;

_____ 平方米/
* xxx square metres/ _____ xxx square feet is the floor area of the verandah;
平方呎為陽台的樓面面積;

(b) 其他量的尺寸為— other measurements are—

*空調機房的面積為 _____ 平方米/
the area of the air-conditioning plant xxx square metres/ _____ xxx square feet;

*窗台的面積為 _____ 平方米/
the area of the bay window is 0.140 square metres/ _____ 2 square feet;

*閣樓的面積為 _____ 平方米/
the area of the cockloft is xxx square metres/ _____ xxx square feet;

*平台的面積為 _____ 平方米/
the area of the flat roof is xxx square metres/ _____ xxx square feet;

*花園的面積為 _____ 平方米/
the area of the garden is xxx square metres/ _____ xxx square feet;

*停車位的面積為 _____ 平方米/
the area of the parking space is xxx square metres/ _____ xxx square feet;

*天台的面積為 _____ 平方米/
the area of the roof is xxx square metres/ _____ xxx square feet;

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

*梯屋的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the stairhood is		square metres/			square feet;
*前庭的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the terrace is		square metres/			square feet;
*庭院的面積為	_____ xxx _____	平方米／		_____ xxx _____	平方呎；
the area of the Yard is		square metres/			square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數 中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

Annex 2
附件 2

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

- 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 ☒ 賣方的「有關連人士」。
- 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 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；
 - a manager of the Vendor;
該人是賣方的經理；
 - 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；
 - an associate corporation or holding company of the Vendor;
該人是賣方的有聯繫法團或控股公司；
 - 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股公司的董事，或該董事的父母、配偶或子女；或
 - a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控股公司的經理。
- 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 Owner and the Person so Engaged 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擁有人及如此聘用的人。
- 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 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」。

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)賣方的控股公司的附屬公司。附屬公司指《公司條例》(第622章)所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如：-
 - (a) 該另一間公司—
 - (i) 控制首述的公司董事局的組成；或
 - (ii) 控制首述的公司過半數的表決權；或
 - (iii) 持有首述的公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超過某一指明數額之數，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.
“**控股公司**”指(就賣方而言)一家公司而賣方為該公司的附屬公司。

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

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

5.	擁有人的經理 a manager of the Owner 隸屬部門 Department: _____ 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: _____ 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: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
8.	擁有人經理的子女 a child of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 Department: _____ 職銜 job title: _____	☐	☐	☐	☐
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) 而擁有人的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) 而擁有人的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) 而擁有人的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股公司 an associate corporation or holding company of the Owner	☐	☐	☐	☐
11.	擁有人的有聯繫法團或控股公司的董事 a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____	☐	☐	☐	☐
12.	擁有人的有聯繫法團或控股公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
13.	擁有人的有聯繫法團或控股公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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股公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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股公司的經理 a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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: _____	☐	☐	☐	☐
16.	擁有人的有聯繫法團或控股公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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: _____	☐	☐	☐	☐
17.	擁有人的有聯繫法團或控股公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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: _____	☐	☐	☐	☐
18.	擁有人的有聯繫法團或控股公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 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: _____				
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備註Remarks：

1. 「擁有人的控權公司」：不適用
“holding company of the Owner”: Not applicable
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);
1. 「經理」具有《公司條例》（第622章）第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
5. 「私人公司」具有《公司條例》（第622章）第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人／我等謹此聲明上述提供資料正確及完整。

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

本人／我等確認上述資料將根據擁有人的內部程序處理。

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

(1) 買方簽署 Signature of the Purchaser

(2) 買方簽署 Signature of the Purchaser

日期 Date : _____

日期 Date : _____

(3) 買方簽署 Signature of the Purchaser

(4) 買方簽署 Signature of the Purchaser

日期 Date : _____

日期 Date : _____

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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」。

Warning to Purchasers
對買方的警告

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

Dated this day of
公曆 年 月 日

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

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」)。

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司(as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Intermediary 中介人	(Name of Estate Agency Company) (地產代理公司名稱) (Name of Estate Agent) (地產代理姓名)		
Estate Agent Licence No. 地產代理牌照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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：

- The Purchaser is introduced by the Intermediary to the Vendor’s sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
- 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，無論在任何情況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士負責。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買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。

**TENDERER MUST COMPLETE THIS PAGE
(IF APPLICABLE)
投標人須填妥本頁 (如適用)**

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 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」)。

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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 sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly with the Vendor, and no intermediary was involved in the purchase of the Property by the Purchaser.
買方是直接到賣方的售樓處簽署購買本物業的臨時買賣合約，並無中介人參與買方購買本物業一事。
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. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方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 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

Annex 7
附件 7

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby confirm and acknowledge that I am/we are 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:

本人／我們，下方簽署人，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，本人／我們已獲悉以下事項及其影響：

Raising the maximum value of properties chargeable to a stamp duty of \$100
調高 100 元印花稅適用的物業價值上限

1. The Stamp Duty (Amendment) Ordinance 2025 (2025 Amendment Ordinance) was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of \$100 to \$4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

《2025 年印花稅（修訂）條例》（《2025 年修訂條例》）已於 2025 年 5 月 16 日刊憲，以實施 2025-26 年度財政預算案中的建議，將 100 元印花稅適用的物業價值上限調高至 4 百萬元，由 2025 年 2 月 26 日起生效。根據《2025 年修訂條例》，除另有規定外，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

Demand-side Management Measures for Residential Properties
住宅物業的需求管理措施

2. The Stamp Duty (Amendment) Ordinance 2024 (“**2024 Amendment Ordinance**”) was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty (“**AVD**”) rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer’s stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Series of transactions

系列交易

3. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.

買方應注意，在同一日或一段短時間內根據兩份或以上的臨時合約／買賣合約向相同的賣方購買兩個或以上的物業，可能會被印花稅署視為構成一宗更大交易或一系列交易。在此情況下，臨時合約／買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。

4. For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，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. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.

買方承諾向賣方律師交付並促使其律師向賣方律師交付，在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

Other Matters

其他事項

6. 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。

7. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.

本確認書不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。

8. 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。

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

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

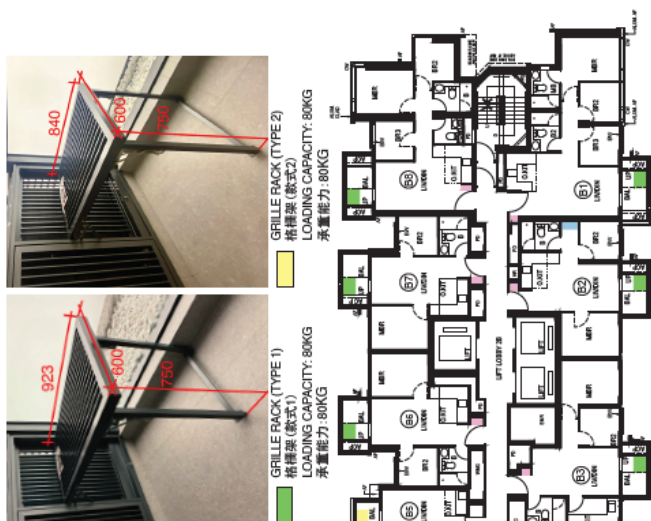
DECORATION AND FURNITURE LAYOUT PLAN 裝飾及家具布局圖

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」) #		
Address 地址	1 Tin Yan Road 天恩路1號		
Phase of Development 發展項目期數	YOHOWEST, Phase 1 (the "Phase") of Tin Shui Wai Town Lot No. 23 Development (the Development) ^ 天水圍市地段第23號發展項目(「發展項目」)的第1期(「期數」)^, YOHOWEST		
Property 本物業	Tower 座數	Floor 樓層	
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			

Tower 2 (Tower 2A & Tower 2B) 5/F - 12/F, 15/F - 23/F, 25/F - 33/F, 35/F - 43/F & 45/F Floor Plan
第2座(第2A座及第2B座)5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓及45樓樓面平面圖

LEGEND:
圖例:

	CABINET WITH WIRELESS CHARGER 配置無線充電器的櫃
	CABINET 櫃
	GRILLE RACK (TYPE 1) 格柵架(款式1)
	GRILLE RACK (TYPE 2) 格柵架(款式2)



I/We, the undersigned, hereby acknowledge that I/we am/are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, (i) that the decoration and furniture (collectively the "Furniture") as shown coloured on the plan above will be provided by the Vendor in the Property upon completion of the sale and purchase of the Property; (ii) the plan shows the approximate location of the Furniture only and the Furniture may not be drawn to scale on the plan. The actual location of the Furniture may vary subject to as-built condition; (iii) the Purchaser shall not make any objection to the design, colour, materials or dimensions of the Furniture; and (iv) the plan is for identification purpose only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.

本人/吾等謹此聲明及聲明本人/吾等同意購入本物業時已完全知悉上述事項。

Signed by the Purchaser(s) 買方簽署

CEILING HEIGHT AND FIRE SAFETY PROVISIONS PLAN 天花高度及消防安全設施圖



Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」)†
Address 地址	1 Tin Yan Road 天恩路1號
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (the "Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development") ^ 天水圍市地段第23號發展項目(「發展項目」)的第1期(「期數」)^, YOHO WEST
Property 本物業	Tower 座數
Purchaser(s) 買方	Flat 單位
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼	Floor 樓層
Date 日期	

Tower 2 (Tower 2A & Tower 2B) 5/F - 12/F, 15/F - 23/F, 25/F - 33/F & 35/F - 43/F Floor Plan
第2座(第2A座及第2B座) 5樓至12樓、15樓至23樓、25樓至33樓及35樓至43樓樓面平面圖

LEGEND:
圖例:

	CEILING HEIGHT AT 2275-2325mm (FROM FINISHES FLOOR LEVEL). 天花高度為2275-2325毫米(裝修物料地面水平起計)。
	CEILING HEIGHT AT 2250-2300mm (FROM FINISHES FLOOR LEVEL). 天花高度為2250-2300毫米(裝修物料地面水平起計)。
	CONCRETE BEAM ABOVE 上方之石屎樑

- FIRE RESISTANCE RATING (FRR) WALL 耐火等級牆
- SMOKE DETECTOR WITH SOUNDER BASE 煙霧探測器連發聲底座
- CEILING MOUNTED CONCEALED SPRINKLER HEAD 天花底裝隱藏式消防花灑頭
- SIDEWALL SPRINKLER HEAD 側牆式消防花灑頭

Scale 1:500
縮尺: 1:500 (1:1000, 1:2000)

The Purchaser acknowledges and accepts that there will be sprinkler heads and smoke detectors installed under the false ceiling of the Property and FRR wall within the Property (the approximate locations of which are shown on the floor plan above) and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and FRR wall are fire service installations and shall be maintained by the Purchaser at his/her own costs. (The floor plan above is for identification only)
買方確認及接受, 根據適用於發展項目消防安全管理計劃的要求, 本物業的假天花底將會安裝消防花灑頭及煙霧探測器及本物業內將會耐火等級牆(其大概位置以上平面圖所示)。消防花灑頭、煙霧探測器及耐火等級牆為消防裝置, 並須由買家自費保養。(以上平面圖僅供識別之用)
The Purchaser agrees and accepts the Ceiling Height of such parts of the Property as shown coloured on the floor plan above and understands that due to the structural and building services design requirement, ceiling height may vary and is subject to as-built condition. (The floor plan above is for identification only)
買方同意並接受在以上平面圖中用顏色顯示之本物業之部份之天花高度, 買方亦明白天花高度將會因建築結構及大廈設施設計需要而有所差異, 並以現場情況為準。(以上平面圖僅供識別之用)
"Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling and/or concrete structures at the floor of which the Property sits and the top surface of the floor of the Property.
「天花高度」指本物業所處樓層之建築樑底及/或假天花及/或石屎結構底與本物業地面之高度距離。
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文與英文本有任何歧義, 一切以英文本為準。
I/We hereby confirm and declare that I/We have agreed to purchase the Property with full knowledge 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上述事項。

Signed by the Purchaser(s) 買方簽署

Annex 10
附件 10

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D. / Passport No. 身份證/護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, the purchaser of the Property, hereby acknowledge and accept and confirm my/our understanding and acceptance, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
 本人／吾等，即下方簽署人，是本物業的買方，特此知悉、接納及確認本人／吾等簽署本物業的臨時買賣合約前已清楚明白和接納以下事項：-

1. Construction Works of Subsequent Phase(s) 其他期數的施工

- (a) There may be special traffic arrangement including but not limited to alteration of vehicular and pedestrian access route of the Phase for construction works of subsequent phase(s) of the Development. Construction vehicles may also enter the podium and also the carpark for construction works of subsequent phase(s). There may also be loading and unloading of construction materials at the driveways, access routes and carpark of the Development. The aforementioned special traffic arrangement, entry of construction vehicles and loading and unloading of construction materials may last until or around September 2026.

發展項目的其他期數施工期間可能會制定特別交通安排，包括但不限於更改期數行車及行人通道。建築車輛亦可進入平台及停車場以進行其他期數施工。發展項目的行車道、通道及停車場亦可能有上落建築物料的情況。上述特別交通安排、建築車輛的進出及上落建築物料的情況可能會持續至 2026 年 9 月前後。

- (b) The construction works may affect the use and enjoyment of certain common areas and common facilities of the Phase (including without limitation, driveways, access routes and clubhouse facilities such as party rooms, landscape area, indoor children playroom and outdoor swimming pool, etc). In particular, please note that the use and enjoyment of the following clubhouse facilities may be affected for a period of time :-

施工可能會影響期數部分公共地方及公共設施的使用及享用（包括但不限於行車道、通道及會所設施，例如派對室、園景區、室內兒童遊戲室及室外游泳池等）。請特別注意下列會所設施的使用及享用可能會受影響一段時間：-

Clubhouse facilities 會所設施	Estimated period of time that the use and enjoyment of clubhouse facilities may be affected 預計會所設施的使用及享用可能會受影響的時間
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Open area on 3/F and Outdoor Swimming Pool and Kid's Pool on 2/F 位於 3 樓的露天地方及位於 2 樓的室外游泳池和兒童游泳池	On or around August 2025 which may be adjusted depending on the construction progress of other phase(s) 2025 年 8 月前後，或會根據其他期數的施工進度調整
Party Room 1 and Party Room 2 and on 2/F 位於 2 樓的派對室 1 及派對室 2	On or around February 2026 which may be adjusted depending on the construction progress of other phase(s) 2026 年 2 月前後，或會根據其他期數的施工進度調整
Part of landscape area on 2/F 位於 2 樓的部分園景區	On or around September 2026 which may be adjusted depending on the construction progress of other phase(s) 2026 年 9 月前後，或會根據其他期數的施工進度調整

- (c) Tower cranes may be operated at the construction site of other phase(s) of the Development, which may last until or around July 2025.
發展項目的其他期數的建築地盤可能有塔式起重機運作，並可能會持續至 2025 年 7 月前後。
- (d) Tower scaffolding and/or catch fan may be erected at the construction site of subsequent phase(s) of the Development, which may last until or around August 2025.
發展項目的其他期數的建築地盤亦可能會搭建塔式棚架及/或斜棚，並可能會持續至 2025 年 8 月前後。
- (e) The aforesaid arrangements and works may have an impact on enjoyment of the residential properties in the Phase in terms of view, noise, dust and/or other aspects of the surrounding environment.
上述安排及施工在景觀、噪音、沙塵及/或周邊地區環境之其他方面對享用期數住宅物業可能造成影響。

2. LRT Station Reinstatement Works 輕鐵站修復工程

- (a) There may be special traffic arrangement, including but not limited to alteration of pedestrian access route of the Phase at G/F and use of temporary LRT platform arrangement, for LRT railway system migration works and LRT station reinstatement works. Track-side works have to be carried out at night during LRT non-traffic hours in compliance with railway operation and safety. Construction vehicles and workers may also enter G/F of the Phase for such works. The aforementioned special traffic arrangement, use of temporary LRT platform arrangement and entry of construction vehicles and night works may last until or around February 2027.
於進行輕鐵系統遷移及輕鐵站修復工程期間可能會制定特別交通安排，包括但不限於更改於期數地下的行人通道，以及使用臨時輕鐵月台的安排。為配合鐵路運作及安全，必須於夜間輕鐵非行車時間在鐵路附近進行工作。建築車輛及工人亦可進入期數地下以進行上述工程。上述特別交通安排、使用臨時輕鐵月台的安排、施工車輛的進出及夜間工程可能會持續至 2027 年 2 月前後。
- (b) The aforesaid arrangements and works may have an impact on the enjoyment of the residential properties in the Phase.
上述安排及工程對享用期數住宅物業可能造成影響。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of and accept 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 Acknowledgement Letter, the English version shall prevail.

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

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

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

Annex 11
附件 11

Acknowledgement Letter Regarding Financing Plans
關於財務計劃的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」) #		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”) ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D. / Passport No. 身份證/護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

本人／吾等，即下方簽署人，特此確認本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

1. I/We confirm that I/we have sufficient time to read the "Reminder to Prospective Purchasers" issued by the Sales of First-hand Residential Properties Authority as annexed in this acknowledgement letter.
本人／吾等有足夠時間閱讀載於本確認書附錄的一手住宅物業銷售監管局發出的「給準買家的提醒」。
2. I/We confirm that I/we have sufficient time to read the information document(s) on financing plan(s) offered by the designated financing company of the Person so Engaged as set out in the relevant annex of the tender document of the Property (“the Information Document(s)”) as follows:
本人／吾等有足夠時間閱讀載於本物業招標文件相對附件內由如此聘用的人指定財務公司提供的財務計劃所列的資料文件（「資料文件」）如下：

<u>Financing Plan</u> <u>財務計劃</u>	<u>Relevant Appendix of Tender Document</u> <u>招標文件的相對附錄</u>
Standby Second Mortgage Loan 備用第二按揭貸款	Appendix 1.1(a) of the Tender Notice 招標公告附錄1.1(a)
Standby First Mortgage Loan 備用第一按揭貸款	Appendix 1.1(b) of the Tender Notice 招標公告附錄1.1(b)
YOHO 36 YOHO 36	Appendix 1.1(c) of the Tender Notice 招標公告附錄1.1(c)
置尊120 Grand 120	Appendix 1.1(d) of the Tender Notice 招標公告附錄1.1(d)

Extended Loan 延續貸款	Appendix 1.1(e) of the Tender Notice 招標公告附錄1.1(e)
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The Vendor has reminded me/us to read the Information Document(s) if I/we intend to apply for any financing plan(s) offered by the Person so Engaged's designated financing company as set out in the tender document of the Property.

賣方已提醒本人／吾等，如本人／吾等有意申請本物業招標文件內所列由如此聘用的人指定財務公司提供的任何財務計劃，本人／吾等應細閱資料文件。

3. The Vendor has reminded me/us to directly enquire with the Person so Engaged's designated financing company if in doubt about the details of the terms and conditions of the financing plan(s), approval conditions and application procedures.

賣方已提醒本人／吾等，如對財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向如此聘用的人的指定財務公司查詢有關詳情。

4. I/we understand that (a) all the terms and conditions of the financing plan(s) are subject to approval by the Vendor and/or the Person so Engaged's designated financing company; and (b) the Vendor, its appointed estate agents and the Person so Engaged's designated financing company will not provide any guarantee that I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase of the Property.

本人／吾等明白(a)財務計劃的所有條款及細則均以賣方及／或如此聘用的人指定財務公司所批核為準；及(b)賣方、其委任的地產代理及如此聘用的人指定財務公司不會就本人／吾等能獲得任何按揭、押記或貸款或任何希望取得的條款用以資助本人／吾等購買本物業而作出任何保證。

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

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called "YOHO WEST".
期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」。

Reminder to Prospective Purchasers
給準買家的提醒

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the Person so Engaged's designated financing company(ies) (Designated FC), **BEFORE** entering into a preliminary agreement for sale and purchase (PASP), you should:

如你擬用由如此聘用的人的指定財務機構(「指定財務機構」)提供的財務計劃(例如按揭、押記或貸款)，你應在簽訂臨時買賣合約前：

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Tender Document(s)** and other relevant document(s):
細閱有關招標文件和其他相關文件內列出的財務計劃資料(包括條款及條件等)；
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute.
不要輕信地產代理等第三方的口頭承諾，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來，並經有關公司加簽，以避免爭議；
- (c) **Enquire with the Designated FC direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available: **直接向指定財務機構查詢**有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情；
- (d) **Do NOT enter into PASP rashly** before ascertaining from the Designated FC **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
在指定財務機構以書面形式確認根據財務計劃可取得的貸款額及相關條款前，切勿貿然簽訂臨時買賣合約。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及
- (e) **Remain cool-headed** and critically consider the followings:
保持冷靜並審慎考慮以下事項：
 - Be mindful of any requirement on minimum income level and provision of income proof. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
留意任何有關最低入息水平及提供收入證明的規定。查看一按和二按的最長還款期、利率及貸款上限；
 - Be mindful of risk of change of financial condition, approval criteria and other

circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得的貸款的能力；

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。
- Affordability and repayment ability—after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
負擔能力與還款能力 - 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及
- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?
就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

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

Only applicable to the followings unit(s): 只適用於以下單位:

Tower 座數	Floor 樓層	Flat 單位
Tower 2A 第 2A 座	17/F	A1

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) *		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數		Floor 樓層
	Flat 單位		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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:-

- The Purchaser is given an option to purchase one residential car parking space in the Phase or other Phase(s). The Purchaser may exercise the option to purchase a car parking space in accordance with the time limit and manner prescribed by the sales arrangements of the residential car parking spaces to be announced by the Vendor;
買方可享有認購該期數或其他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;
- 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;
賣方不作出任何陳述、保證或擔保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;
- If the Purchaser does not exercise the option to purchase a residential car parking space in accordance with the 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 a 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。

- (d) 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。

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

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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」。

Acknowledgement Letter Regarding the Open Kitchen
關於開放式廚房的確認書

Only applicable to the followings unit(s): 只適用於以下單位:

Tower 座數	Floor 樓層	Flat 單位
Tower 2A 第 2A 座	9/F	A3
Tower 2A 第 2A 座	23/F	A3
Tower 2B 第 2B 座	8/F	B1

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) *		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”) ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」) ^, YOHO WEST		
Property 本物業	Tower 座數		Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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 of the Property that:-
本人／吾等，下方簽署人，特此知悉及確認，本人／吾等在簽署本物業的臨時買賣合約前明白和接受以下事項：
 - (a) Under the executed Principal Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Tin Shui Wai Town Lot No. 23 Development, the owner of any relevant Residential Unit with open kitchen shall at his/her sole cost and expense observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed by the owner of the relevant Residential Unit with open kitchen set out in the Fire Safety Management Plan (as defined in the DMC) as well as the relevant provisions contained in Clause 27 of Section E of the DMC relating to fire safety of open kitchen and shall cause his/her tenants and other occupiers to observe, perform and comply with the same.
按照天水圍市地段第 23 號發展項目之已簽立的主公共契約及管理協議（「公契」）規定，設有開放式廚房之住宅單位業主須自費遵守及遵從《消防安全管理計畫》(Fire Safety Management Plan)(按公契定義)所列出的設有開放式廚房之有關住宅單位業主必須遵守和履行之契諾、責任、規定和限制及公契內第 E 部分第 27 條所列出的有關開放式廚房消防安全的條文，並須促使其租客及其他佔用人遵守、履行及遵從上述的契諾、責任、規定和限制。
 - (b) I/We have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the executed DMC (which is available at the sales office) and seek professional advice for details.
本人／吾等於簽訂本物業的臨時買賣合約前已獲建議細閱已簽立的公契（於售樓處有所提供）及尋求專業意見以獲取詳情。
 - (c) I/We shall be responsible for the maintenance and annual inspection of the fire service installations within the Property.
本人／吾等將會負責保養及年度檢查本物業內的消防裝置。
 - (d) I/We shall keep and maintain the fire safety provisions inside the Property in good condition at my/our own costs and expenses and observe and perform the following conditions at my/our sole cost and expense:-

本人／吾等須自費維護及保養本物業內的消防安全設施使其處於良好狀況和自費遵守及履行以下條件：

- (i) smoke detectors provided inside the Property and at the common lobby outside the Property should not be removed or obstructed;
在本物業內及本物業外的公用大堂所提供的消防煙霧偵測器不應被拆除或阻塞；
- (ii) sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed;
在開放式廚房之上的天花板所提供的消防花灑頭不應被拆除或阻塞；
- (iii) the full height 600mm width wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Property should not be removed; and
本物業的出口門鄰近的防火等級不低於 -/30/30 的全高度 600 毫米寬的牆壁不應被拆除；及
- (iv) the fire service installations in (d)(i) and (d)(ii) above should be subject to annual check conducted by the Manager's registered fire service installation contractor.
上述(d)(i)及(d)(ii)段的消防裝置須接受由管理人的註冊消防裝置承辦商進行的年度檢查。

- (e) I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our cost and expense) annual check and maintenance and certification of the fire service installations.

本人／吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對消防裝置進行年度檢查及保養及消防裝置的認證（費用及開支由本人／吾等承擔）。

- (f) In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).

若本人／吾等不管有本物業，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵從《消防安全管理計劃》，尤其是本確認書所列的消防安全設施，並將此規定列為相關合約（如有）的一項條件。

- (g) The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the annual check and maintenance and certification of the fire services installations for the Property shall be borne by me/us on demand. For the avoidance of doubt, the costs and expenses of such annual check and maintenance and certification of the fire service installations do not form part of the management fees.

本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對本物業的消防裝置進行年度檢查及保養及消防裝置的認證所產生的費用及開支。為免生疑問，該年度檢查及保養及消防裝置的認證費用及開支並不構成管理費的一部份。

- (h) I/We have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe, perform and comply with the same without any objection.

本人／吾等同意購入本物業並已完全知悉上述之契諾、責任、規定和限制，並將完全遵守、履行及遵從該等契諾、責任、規定和限制而不會作出任何反對。

- 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」）強制執行本確認書下任何條款，並且同意排除該條例對本確認書的適用。

- 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. 本確認書內任何載列的條款或條件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條件，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／吾等特此確認及聲明本人／吾等同意購入本物業並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

Note 備註：

* “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項日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日期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Tower 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」)。

Annex 14
附件 14

Acknowledgement Letter Regarding Marble and Stone Materials
關於雲石及石材物料的確證書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」) *		
Address 地址	Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」) #		
Phase of Development 發展項目期數	1 Tin Yan Road 天恩路 1 號		
Property 本物業	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”) ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property, I/we am/are fully aware of and accept the following matters :-

本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

1. I/We have inspected the marble and stone material in the Property or I/We have inspected the marble and stone material in the Comparable Residential Property(ies) of the Property and I am/We are fully aware, and understand and accept that the same may have natural difference(s) in colour and/or pattern in the Property (as the case maybe).

本人／我們已視察本物業內的住宅物業內的雲石及石材物料或，本人／我們已視察與本物業相若的住宅物業內的雲石及石材物料，並且充分知悉，清楚明白及接受本物業內的雲石及石材物料顏色及花紋的顏色及/或紋理的自然差異(視屬何情況而定)。

2. I/We shall not (i) raise any objection or complaint in relation to the colour and pattern of the marble and stone material in the Property or (ii) request for the change or replacement of the marble and stone material in the Property due to the aforesaid reasons.

本人／我們不可 (i) 就本物業內的雲石及石材物料的顏色及花紋提出任何反對或投訴或 (ii) 因前述原因要求更換或替換本物業內的雲石及石材物料。

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

如本函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 residential properties in the Phase. 「擁有人」指期數中住宅物業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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST” . 期數中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座)稱為「YOHO WEST」。

Annex 15
附件 15

Acknowledgement Letter Regarding Availability of Property for Viewing by Potential Purchasers
關於繼續開放物業予有興趣買家參觀的確認書

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as “Owner” 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as “Person so engaged” 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 (“the Phase”) of Tin Shui Wai Town Lot No. 23 Development (“the Development”)^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

I/We, the undersigned, hereby acknowledge and confirm that before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property, I/we am/are fully aware of and accept the following matters :-
 本人／我們，下述簽署人，僅此知悉及確認在簽署本物業之臨時買賣合約(「**臨時合約**」)之前，本人／我們清楚明白及接受下列事項:-

After my/our signing of the Preliminary Agreement of the Property, the Property (in case the Property is a unit available for viewing) or the comparable residential property(ies) of the Property will continue to be made available for viewing by potential purchasers of other properties of the Development until completion of the sale and purchase of the Property. I/We agree that I/we shall not make any objection to the same.

在本人／我們簽署本物業的臨時合約之後直至本物業的買賣完成之前，本物業(如本物業為可供參觀之單位)或與本物業相若的住宅物業將會繼續開放供發展項目其他物業之準買家參觀。本人／我們同意本人／我們不得對此提出任何異議。

The parties do not intend any term of this letter to be enforceable 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。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge 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上述事項。

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

如本函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 residential properties in the Phase. 「擁有人」指期數中住宅物業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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”. 期數中住宅發展項目的第 2 座(第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座)稱為「YOHO WEST」。

Vendor's Information Form
賣方資料表格

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) * Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」) #		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development") ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 2A 第 2A 座	9/F	A1
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 3,025 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	HK\$ 1,616.4 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	WeSpire Living Limited
e) 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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 04 / 10 / 2025
印製日期: 04 / 10 / 2025

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投標人須填妥本頁

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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座)及第 3 座(第 3A 座及第 3B 座) 稱為「YOHO WEST」)。

Vendor's Information Form
賣方資料表格

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Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development") ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 2A 第 2A 座	17/F	A1
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 3,025 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	HK\$ 1,640.7 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	WeSpire Living Limited
e) 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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

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Note 備註:

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期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

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Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 2A 第 2A 座	9/F	A3
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 1,750 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	HK\$1,064.7 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	WeSpire Living Limited
e) 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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

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Note 備註:

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期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

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Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development") ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 2A 第 2A 座	23/F	A3
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 1,750 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	HK\$1,094.4 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	WeSpire Living Limited
e) 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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

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Signed by the Purchaser(s) 買方簽署

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期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

Annex 16
附件 16

Vendor's Information Form
賣方資料表格

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *		
	Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」) #		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development") ^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
	Tower 2B 第 2B 座	8/F	B1
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 2,589 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	HK\$1,430.1 per quarter 港幣每季計
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Phase 期數的管理人的姓名或名稱	WeSpire Living Limited
e) 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 Phase 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

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期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

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 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development")^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數		Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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 ("SHKRE(S&L)AL", "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」)代表賣方為提供服務及產品(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產品。

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為「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：

- (i) 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、產品、會籍或利益的申請或要求；
- (v) facilitating property management and security;
促進物業管理及保安；
- (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:

為促進上述用途，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；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (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：
 - (1) 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;
為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.
為換取金錢或其他財產，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 **NOT** 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 (✓) 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**不欲**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，其地址為香港灣道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 (✓) the box(es) below. If I do not tick the relevant box, Sun Hung Kai Real Estate (Sales and Leasing) 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（銷售及租賃）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（視情況而定），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。

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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called “YOHO WEST”.
期數中住宅發展項目的第2座(第2A座及第2B座)及第3座(第3A座及第3B座)稱為「YOHO WEST」。

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

Vendor 賣方	MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」)* Best Vision Development Limited 邦信發展有限公司 (as "Person so engaged" 作為「如此聘用的人」)#		
Address 地址	1 Tin Yan Road 天恩路 1 號		
Phase of Development 發展項目期數	YOHO WEST, Phase 1 ("the Phase") of Tin Shui Wai Town Lot No. 23 Development ("the Development")^ 天水圍市地段第 23 號發展項目(「發展項目」)的第 1 期(「期數」)^, YOHO WEST		
Property 本物業	Tower 座數		Floor 樓層
	1.		
	2.		
Purchaser(s) 買方			
I.D./Passport No. 身份證／護照號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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 2 (Tower 2A & Tower 2B) and Tower 3 (Tower 3A & Tower 3B) of the residential development in the Phase are called "YOHO WEST".
期數中住宅發展項目的第 2 座 (第 2A 座及第 2B 座) 及第 3 座 (第 3A 座及第 3B 座) 稱為「YOHO WEST」。

1. 閣下的私隱 Your Privacy

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

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

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

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

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

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

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

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

- 2.1 當閣下與港鐵公司接洽，以購買或租賃在其中一個擁有人的或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。

We collect the personal data of you and (if necessary) your family members when you engage with MTR Corporation with a view to purchasing or leasing a property in one of the Owner's or 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.

- 2.2 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資料。

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

A. 閣下**必須**提供閣下及（如有需要）閣下的家庭成員的個人資料所作的用途為：

Purposes for which it is obligatory for you to provide the personal data of you and (if necessary) your family members are:

- (a) 磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額，以及（如有需要）向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴；
handling and following up service calls, enquiries and complaints;
- (d) 核實閣下的身份；
verification of your identity;
- (e) 符合根據(i)對港鐵公司及其附屬公司和相關聯公司（合稱為「**港鐵集團**」）具有約束力的任何法律及(ii)由監管機構或其他機構（包括行業及自律監管團體）所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group**") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及
enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and

- (g) 與任何上述用途直接有關的用途。
purposes directly relating to any of the above purposes.

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

不適用 Not Applicable

3. 披露 Disclosure

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

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

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

- (a) 如果港鐵公司決定出售其業務的任何相關部分，則向港鐵公司就閣下的個人資料所享有權利的任何實際或擬定受讓人、承轉人或繼承人；
if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of or to MTR Corporation's rights in respect of your personal data;
- (b) 向包含擁有人或我們正在出售及租賃物業之擁有人的或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擁有人或我們的物業發展項目的建築責任的發展商擔保人；
the developer of the Owner's or our property development containing the property the Owner or we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of the Owner's or our property development;
- (c) 向擁有人或港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列用途的法律、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。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擁有人或我們的律師，或者協助擁有人或我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；
any agent, contractor or third party service provider who provides legal, property, agency, administrative, telecommunications, computer and other services to the Owner or 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 the Owner or us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;
- (d) 根據(i)對港鐵公司或其他港鐵集團公司具有約束力的任何法律及(ii)由監管機構或其他機構（包括行業及自律監管團體）所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；
any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes

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

- (e) 向閣下已明示同意我們可向其披露閣下及（如有需要）閣下的家庭成員的個人資料的其他方。
to entities to whom you have expressly agreed that we may disclose the personal data of you and your family members.

4. 保安 Security

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

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

- 4.2 如果在任何時候，閣下的個人資料被轉移至另一伺服器儲存，該等資料將不獲加密，因此可以被第三方查閱。
If at any time your personal data is transferred to another server for storage, it will not be encrypted and therefore may be accessible to third parties.

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

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

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

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

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

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

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

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

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

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

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

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

8. 資料的保留 Retention of Data

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

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

9. 確認 Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

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

買方簽署 SIGNATURE OF PURCHASER :

買方姓名 NAME OF PURCHASER :

日期 DATE :

投標人須填妥本頁(如適用)

新地會
SHKP CLUB

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 and 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 and submitting 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.

<http://bit.ly/cm15t4yU>

Membership Type

I hereby apply to become the following member of SHKP Club:

☐ Ordinary Member (Aged 18 or over) ☐ Star Member (Aged 18 or over and are buyers or tenants in an SHKP residential property or principal guest in the capacity of licensee in SHKP Suite Hotel)

Eligibility for Membership

Telephone or email address proofs is required if Ordinary Membership is applied for. The following section needs to be completed and telephone or email address proofs and other required documents should be submitted if Star Membership is applied for.

Star membership will only be approved after SHKP Club received the required documents from the applicant. Star membership applicants who have not yet submitted the required documents will be treated as Ordinary membership applicants tentatively.

I confirm that I am eligible for **Star Membership** in the SHKP Club by virtue of having purchased or rented the following residential property or having stayed as the principal guest in the capacity of licensee in the Suite Hotel developed by Sun Hung Kai Properties Group. (Please specify the property purchased/rented/ licensed if it differs from your present residential address)

☐ In Hong Kong ☐ Regions other than Hong Kong (Please specify Country and Province/ Municipality: _____)

☐ I am/have been the **buyer** of residential property(ies) developed solely or jointly by Sun Hung Kai Properties Group [See Note 1].

- ☐ First hand buyer [See Note 2] ☐ Second hand buyer [See Note 3]

To prove my purchase of such property(ies), I submit copy of

- ☐ I am/have been the **tenant** of residential property or **principal guest** (in the capacity of licensee) of Suite Hotel solely or jointly developed by Sun Hung Kai Properties Group. I submit copy of the relevant tenancy agreement or long staying agreement for your examination. ☐ Current tenant ☐ Previous tenant

Note 1: • Residential properties exclude car parking spaces, motor-cycle parking spaces or bicycle parking spaces within a residential development.

21 For the purpose of this Application for Star Membership, the Club accepts a director to be the applicant if the relevant unit is purchased or leased or licensed (as the case may be) in the name of that corporate purchaser or corporate tenant or corporate principal guest.

Note 2: First hand buyer means the purchaser under a sale and purchase agreement made with Sun Hung Kai Properties Limited or any of its subsidiaries or associate companies as vendor.

Note 3: Second hand buyer means purchaser other than First hand buyer. Both first hand buyer and second hand buyer are regarded as SHKP property owner.

Note 4: The relevant documentary evidence (excluding management fee deposit receipt, management fee receipt, and the like) are copies of the followings showing the applicant is/was a buyer of SHKP residential property:

First Hand Buyer/Second Hand Buyer under **personal name**: ▪ Memorandum for sale or provisional agreement for sale and purchase ▪ Formal agreement for sale and purchase
(At least one of the following has to be produced.) ▪ Assignment or Certificate of Real Estate Ownership ▪ Land Registry's land search record (type: historical and current)

First Hand Buyer/Second Hand Buyer under **company name** (Showing the applicant is one of that company's directors)

- Copy of Form X/P2/AR1 of the Companies Registry or the Notice Filing from local Administration for Industry & Comm

and at least one of the following has to be produced:

ii) Memorandum for sale or provisional agreement for sale and purchase	ii) Formal agreement for sale and purchase
iii) Assignment or Certificate of Real Estate Ownership	iv) Land Registry's land search record (type: historical and current)

The Information marked as necessary in the application form has to be provided. If you do not provide such information, we are unable to process your application. Your personal data and related data submitted will be protected and will be used for the purpose of processing your application including the verification of the information provided by you and consideration of your eligibility to the membership, and other purposes set out in the Personal Information Collection Statement set out in the Terms and Conditions of Membership. For such purpose, we may compare your personal information with all personal information concerning you previously provided to Sun Hung Kai Properties Group and by signing this application form you consent to this exercise. The personal data provided by you will only be disclosed or transferred to parties relevant and necessary for the purposes stated above. You have the right to request access to and correction of your 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 shkclub@shk.com).

Declaration

I confirm that I have read and understood the Terms and Conditions of Membership, and agree to be bound by such Terms and Conditions of Membership and consent to the uses specified in the PICS therein. I confirm that I have read carefully the "Use of personal data in direct marketing" section below and I understand how SHKP Club may use my personal data for direct marketing purpose and the scope of direct marketing. I agree to receive direct marketing information relating to Sun Hung Kai Properties Group and SHKP Club. I also declare that all information supplied by me is true, correct and complete.

(If you are making this application in Hong Kong, you are not required to check this box. If you are making this application outside Hong Kong, you are required to check this box, otherwise SHKP Club is unable to process your application.) I agree and consent to the collection, use, storage or otherwise processing of my personal data by SHKP Club for the purposes set out in the Customer Data (Privacy) Policy, and SHKP Club may transfer my personal data to Sun Hung Kai Properties Group in Hong Kong for further processing for such purposes. I acknowledge that I can exercise my rights in relation to my personal data through the SHKP Club hotline at 852-2828 7878 or shkpcub@shkp.com.

Use of Personal Data in Direct Marketing

SHKP Club intends to use all information provided by you in this 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 Hong Kong and overseas (whether residential, commercial or industrial, and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member acts as sales or leasing agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties, (ii) shopping malls and hotels owned, operated or managed by any Sun Hung Kai Properties Group member, including 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 any Sun Hung Kai Properties Group member, including property management, construction, insurance, financial services, telecommunications, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/ privilege programs, corporate social responsibility activities, and charitable and non-profitable causes. SHKP Club may not use your information in direct marketing unless it has received your consent.

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 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. By applying to become a SHKP Club member, you agree to SHKP Club using your information for direct marketing purpose in the manner and scope set out above. SHKP Club will usually send direct marketing information to you by email, and may also use other means. If you wish to opt-out from communication means other than email, please tick the appropriate box below. If no box is ticked, SHKP Club may use all the means set out below:

# <u>Signature</u>			
Date :	D/	M/	Y/

☐ phone (voice) ☐ phone (SMS, text, etc.) ☐ post

Authorization for submission of the SHKP Club membership application form

I, _____ (Applicant's name on HKID), hereby appoint Mr./ Ms.
of _____ (company name, if applicable)

to submit the SHKP Club application form on my behalf. I confirm that the form has been signed by me and all the information filled in the form is provided by me and is true and complete.

I, the authorized person, hereby acknowledge that the membership application form is signed by the applicant and submitted by me on behalf of the applicant. I understand that I shall be legally liable for any unauthorized provision of amendment to the application form or making any misrepresentation.

<u>Confirmed by authorized person</u>			
Date :	D/	M/	Y/

[Revised in April 2025]

**TENDERER MUST COMPLETE THIS PAGE
(IF APPLICABLE)**
投標人須填妥本頁 (如適用)

新地會
SHKP CLUB

* Applicant may provide answers to this questionnaire on voluntary basis.

Questionnaire*

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 Information
 - a. ☐ SHKP properties
 - b. ☐ Insurance
 - c. ☐ SHKP Malls
 - d. ☐ Telecommunications
 - e. ☐ Hotels
 - f. ☐ Japanese Department Store
 - g. ☐ Others (please specify: _____)
2. Life
 - a. ☐ Current affairs
 - b. ☐ Home design & decoration
 - c. ☐ Food & beverages
 - d. ☐ Fashion
 - e. ☐ Home maintenance & cleaning
 - f. ☐ Wealth management
 - g. ☐ Parents
 - h. ☐ Car / Driving
 - i. ☐ Reading and culture
 - j. ☐ Beauty & fitness
 - k. ☐ Electronic products/ computers
 - l. ☐ Health Information
 - m. ☐ Others (please specify: _____)
3. Leisure and entertainment
 - a. ☐ Pop music
 - b. ☐ Travel
 - c. ☐ Movies
 - d. ☐ Sports
 - e. ☐ Electronic/ Computer games
 - f. ☐ Cooking
 - g. ☐ Trend
 - h. ☐ Pets
 - i. ☐ Quality living
 - j. ☐ Gardening
 - k. ☐ Others (please specify: _____)
4. Property-related events/ programs (Please tick all that interest you):
 - a. ☐ New Hong Kong property previews
 - b. ☐ New mainland property reviews
 - c. ☐ New clubhouse previews
 - d. ☐ Member/ first-time buyer incentives
 - e. ☐ Member/ Upgrader incentives
 - f. ☐ Purchase referral programs
 - g. ☐ Mortgages
 - h. ☐ Related legal issues
 - i. ☐ Home design/ renovation workshops
 - j. ☐ Home maintenance workshops
 - k. ☐ Others (please specify: _____)
5. How many residential properties do you own in Hong Kong?
 - a. ☐ 0
 - b. ☐ 1
 - c. ☐ 2
 - d. ☐ 3
 - e. ☐ 4
 - f. ☐ 5 or more
6. If you were to buy a new residential property, would you sell all of your other residential property(ies) currently owned in HK, or assign them to your close relative(s) from the time of purchase and within 6 months after the estimated material date?
 - a. ☐ Sell all
 - b. ☐ Transfer them all to close relatives
 - c. ☐ Neither
 - d. ☐ Undecided
 - e. ☐ Not applicable
7. Are you or anyone in your household planning to buy a residential property in Hong Kong in the next two years? If so, would you / they be a first-time buyer?
 - a. ☐ Yes (first-time buyer/ not first-time buyer)
 - b. ☐ No
 - c. ☐ Yes (first-time buyer/ not first-time buyer)
 - d. ☐ No
8. What layout(s) would you consider when buying a residential property in the next two years?
 - a. ☐ Studio
 - b. ☐ 1-bedroom
 - c. ☐ 2-bedroom
 - d. ☐ 3-bedroom
 - e. ☐ 4-bedroom or more
 - f. ☐ I'm not planning to buy

Staff Only On-site Checking: ☐ Yes ☐ No Approve: ☐ Accept ☐ Reject	No. _____ Copy _____
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Terms & conditions of membership

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.

MEMBERSHIP

The minimum age requirement for a Member is 18 years of age. All applications for Membership shall be subject to the approval of the Club 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. Members have no voting rights 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 ("Card") by the Club upon acceptance of the Membership application. The Card can be in the form of an eMembership card (referred to as "eCard"), or a physical card (referred to as "Physical Card"). Member can download the eCard through a designated link sent to the Member's email or any other designated channels, and add it to mobile wallet and/or take a screenshot as an image (referred to as "Digital Repository"). 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 Physical Card to be returned to the Club and the eCard to be removed from the Member's Digital Repository (whichever is applicable) 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. The Club reserves the right to terminate the usage of Physical Card at any time by posting relevant notice in its official website without notifying the Member separately by any other means. If the Card is lost, Member can download the eCard again through the SHKP Club eMembership Card Activation Form on our official website, or contact the Club for assistance.

FACILITIES 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 wilful 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 he/she has resigned from Membership with written notice with his/her Physical Card returned to the Club and/or his/her eCard removed from his/her Digital Repository (whichever is applicable) before the date specified in the notification upon which the amendments are to take effect.

RESIGNATION

Any Member 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 Physical Card must be surrendered to the Club together with the resignation notice by registered mail and the eCard must be removed from his/her Digital Repository (whichever is applicable).

EXPULSION 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 Physical Card and remove his/her eCard from his/her Digital Repository (whichever is applicable).

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 and remove their eCards from their Digital Repository (whichever is applicable). 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

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 may be collected during the period when a Member's 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 of information 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 privileges, benefits and other advantages from time to time offered by Sun Hung Kai Properties Group to 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 encouraging feedback from Members on their needs and expectations of facilities, services and/or products offered by 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 previously provided to Sun Hung Kai Properties Group (h) meeting any requirements to make disclosure under any applicable law; (i) any other purpose which an applicant or Member may from time to time agree.

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 (if any)) in direct marketing. The direct marketing may relate to Sun Hung Kai Properties Group or SHKP Club, including (i) real estate properties located in Hong Kong, Mainland China and overseas (whether residential, commercial or industrial, and including car parking spaces) owned or developed by any Sun Hung Kai Properties Group member or for which any Sun Hung Kai Properties Group member acts as sales or leasing agent, and the loan facilities offered by financial institutions for purchasing or leasing these properties; (ii) shopping malls and hotels owned, operated or managed by any Sun Hung Kai Properties Group member, including 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 any Sun Hung Kai Properties Group member, including property management, construction, insurance, financial services, telecommunications, information technology, transport infrastructure operations and management, port business, transport and logistics, waste management, educational, recruitment, reward/loyalty/privilege programs, corporate social responsibility activities, and charitable and non-profitable causes. We may not use your information in direct marketing unless we have received your consent.

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 by email at shkpclub@shkp.com, by fax at 852-2827 8804, by call on our hotline at 852-2828 7878 or write to the following address: SHKP Club Limited, 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong.

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 shkpclub@shkp.com, by fax at 852-2827 8804 or call our hotline at 852-2828 7878. 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 April 2025]

www.shkpclub.com

TENDERER MUST COMPLETE THIS PAGE
(IF APPLICABLE)
投標人須填妥本頁 (如適用)

新地會
SHKP CLUB

新地會申請表格

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，請詳閱刊登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：香港灣道30號新鴻基中心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料。在核對後，證明文件副本隨即被發還。申請人亦可親身到本會辦事處交申請表格並同時出示證明文件以供本會查對。

(# 必須填寫)

個人資料

1. ☐ 先生 2. ☐ 小姐 3. ☐ 太太 4. ☐ 女士

身份證 / 護照上之英文姓名 / 姓名拼音

中文姓名

出生月

月

日

年齡組別

☐ 18-21

☐ 22-25

☐ 26-29

☐ 30-33

☐ 34-37

☐ 38-41

☐ 42-45

☐ 46-49

☐ 50-53

☐ 54-57

☐ 58-61

☐ 62-65

☐ 65 以上

婚姻狀況

1. ☐ 未婚

2. ☐ 已婚

3. ☐ 離婚

教育程度

1. ☐ 中學以下

2. ☐ 中學

3. ☐ 大專或其他

4. ☐ 大學或以上

現居地址

☐ 香港

地區：☐ 中西區 ☐ 灣仔 ☐ 東區 ☐ 南區 ☐ 深水埗 ☐ 油尖旺 ☐ 九龍城 ☐ 黃大仙 ☐ 觀塘 ☐ 沙田 ☐ 大埔 ☐ 北區 ☐ 元朗 ☐ 屯門 ☐ 西貢 ☐ 離島 ☐ 荃灣 ☐ 葵青

☐ 中國內地

省/直轄市：☐ 北京市 ☐ 天津市 ☐ 上海市 ☐ 重慶市 ☐ 河北省 ☐ 山西省 ☐ 內蒙古自治區 ☐ 遼寧省 ☐ 吉林省 ☐ 黑龍江省 ☐ 江蘇省 ☐ 浙江省 ☐ 安徽省 ☐ 福建省

☐ 江西省 ☐ 山東省 ☐ 河南省 ☐ 湖北省 ☐ 湖南省 ☐ 廣東省 ☐ 廣西壯族自治區 ☐ 海南省 ☐ 四川省 ☐ 貴州省 ☐ 雲南省 ☐ 西藏自治區 ☐ 陝西省

☐ 甘肅省 ☐ 青海省 ☐ 寧夏回族自治區 ☐ 新疆維吾爾自治區

城市：

☐ 其他地區/國家，請註明：

現居住宅類型：☐ 私人住宅 ☐ 公屋 ☐ 資助出售房屋(居屋/綠置屋/夾屋...等) ☐ 平房/村屋 ☐ 獨立洋房 ☐ 宿舍

住宅電話(區號-號碼)

手提電話

電郵地址

個人年薪(港元)

☐ \$300,000 以下⁽¹⁾

☐ \$300,000 - \$700,000⁽⁴⁾

☐ \$700,000 以上⁽⁷⁾

(本會將透過電子郵件向閣下發送申請確認通知及電子會員卡，同時亦會透過手機短訊向香港本地號碼發送「一次性驗證密碼」，而非香港手機號碼則會以電郵收取「一次性驗證密碼」。)

會籍

本人申請成為新地會之：☐ 普通會員（年滿18歲或以上） ☐ 星級會員（年滿18歲或以上並是新地住宅物業買家或租客或套房酒店之首要賓客（以許可人的身份））

會員資格及入會條件

若申請成為普通會員，只需遞交有效之電話號碼證明或電郵地址證明。若申請成為星級會員，申請人必須填寫以下欄目，遞交有效之電話號碼證明或電郵地址證明及下列的所需證明文件副本。

申請星級會員之人士，如未能即時提供所需之證明文件，將暫時當為申請成為普通會員處理，直至遞交有效之證明文件再作審核。

本人現確認本人已經符合下列星級會員的入會條件：（如所購買或租住的新鴻基地產集團所發展的住宅物業或居住的套房酒店與現居住址不同，請填寫此欄）

☐ 香港 ☐ 香港以外地區（請註明國家及省市：_____）

物業名稱 _____ | 座 _____ | 樓 _____ | 室 _____

☐ 本人是新鴻基地產集團（獨立或合資）所發展的住宅物業之買家 [見附註1]。

☐ 第一手買家 [見附註2]

☐ 二手買家 [見附註3]

現提交 ☐ 有關購買上述物業之文件副本 [見附註4] 或 ☐ 徵收差餉及地租通知書副本或 ☐ 律師行發出完成購買上述物業之證明文件副本，以供查核。

☐ 本人是新鴻基地產集團（獨立或合資）所發展的住宅物業之租客或套房酒店之首要賓客（以許可人的身份） [見附註1]。

現提交有關租約或長期住宿協議副本，以供查核。

☐ 現時租客

☐ 以往租客

附註1：住宅物業並不包括位於住宅發展物業內的私家車停車位、電單車停車位及單車位。

附註2：若買家或租客或首要賓客為有限公司，就此星級會員申請事宜，本會將會接納該公司之董事為買家或租客或首要賓客。

附註3：第一手買家指於買賣合約內之買方，而賣方為新鴻基地產發展有限公司或其附屬或聯營公司。

附註4：第二手買家指除第一手買家外之其他買家。第一手買家/二手買家一視同仁為新地物業持有者。

附註5：證明申請人為新鴻基地產集團所發展的住宅物業之買家的有關書面證明文件（管理費按金收據、管理費收條等除外）為第一手買家/二手買家以私人名義購買之物業：（最少提交右列任何一項的副本）：訂購合約或臨時買賣合約、樓契或房地產權證、正式買賣合約、土地註冊署查冊記錄（類別：過往及現況詳情）

第一手買家/二手買家以公司名義購買之物業：

香港公司註冊章程表 X/D2/AR1 或中國各地工商行政管理局發出的傳產通知書之副本（以證明申請人為該公司之董事）；

及最少右列任何一項的副本：i) 訂購合約或臨時買賣合約 ii) 樓契或房地產權證 iii) 正式買賣合約 iv) 土地註冊署查冊記錄（類別：過往及現況詳情）

本申請表格中標示為所需的資料必須提供。如閣下未有提供該等資料，本會將無法處理閣下的申請。閣下提供的個人資料及有關資料將予保密及用於處理閣下的申請，包括核實閣下提供的資料和考慮閣下成為會員的資格，以及會員守則中個人資料收集聲明內指明的其他用途。為此用途，閣下簽署此申請表格即表示同意我們將閣下個人資料與閣下先前提供給新鴻基地產集團的資料加以比較。閣下提供的個人資料將只會被披露或轉移為上述目的使用有關資料時，合理而有需要把有關資料轉移予相關人士及機構。閣下有權根據《個人資料（私隱）條例》（第486章）的規定，要求查閱或更正閣下的個人資料，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）

簽署

本人確認本人已詳閱及明白刊登於此申請表格的會員守則。本人同意接受並遵從會員守則及同意個人資料收集聲明所指明之用途。本人確認本人已仔細閱讀下列「使用個人資料作直接促銷」部份的條文，並且明白新地會可以如何使用本人的個人資料作直接促銷用途，以及直接促銷的範圍。本人同意收取有關新鴻基地產集團及新地會的直接促銷資訊。本人聲明以上各項填報資料及就有關此申請而遞交之文件均屬真實、正確及完整。本人並授權貴會可向任何其他新鴻基地產集團成員查核本人的資料。本人亦同意及授權其他新鴻基地產集團成員披露有關本人之資料予貴會。本人同意以填報之個人資料作核對本人身份及查核狀況之用。本人明白並同意所有就此申請而遞交之文件，均不會發還。如貴會要求，本人將提交文件正本及其他所需文件，以便貴會處理此申請。

☐ 如閣下於香港境內遞交本申請，毋須勾選此項。如閣下並非於香港境內遞交本申請，必須勾選此項，否則新地會無法處理閣下的申請。} 本人同意並允許新地會為《個人資料（私隱）政策》中所列處理目的收集、使用、存儲或以其他方式處理本人的個人資料。新地會可以為有關之目的傳輸至香港新鴻基地產集團做進一步處理。本人已知曉可透過新地會熱線 852-2828 7878或 shkpclub@shkp.com 行使本人與個人資料相關的權利。

使用個人資料作直接促銷

新地會有意使用閣下在本申請表格中提供的所有資料，包括閣下的姓名、聯絡資料及閣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理的地產物業（不論住宅、商業或工業樓宇，並包括泊車位），以及由金融機構為購買或租用該等物業而提供的貸款安排。(ii) 由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店，包括位於該等商場及酒店的商店及店舖提供的貨品、服務、設施及活動，以及 (iii) 由任何新鴻基地產集團成員提供其他種類的貨品、服務、設施及活動包括物業管理、建築、保險、金融服務、電訊、資訊科技、交通運輸基礎設施運輸和管理、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。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷。

新鴻基地產集團新鴻基地產發展有限公司及任何由其直接或間接持有至少50%已發行股本的公司。

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。閣下申請成為新地會會員，即是閣下同意新地會使用閣下的個人資料以上述方式及就書作直接促銷。新地會通常會以電郵方式向閣下發送直接促銷資訊，亦可使用其他方式，如閣下欲拒絕用電郵以外的其他通訊方式收取資訊，請在下列適當的方格加⁽¹⁾號。如未有在任何方格加⁽¹⁾號，新地會即可使用所有下列通訊方式：

☐ 電話(通話) ☐ 電話(短訊等) ☐ 郵寄

授權遞交新地會入會表格

本人 _____ (申請人身份證上的姓名)現委託 _____ (以公司名稱，如適用)之 _____ 先生/小姐代表本人遞交新地會入會申請表格，並確認表格上的資料乃本人提供，及由本人簽署確認資料屬實。

申請人簽署確認 (需與新地會入會申請表格簽名一致)

日期： _____ 日/ _____ 月/ _____ 年/ _____

本人為獲授權人士並確認隨此授權書的入會表格由會籍申請者簽名及並由本人代其遞交。本人明白如未經申請者同意擅自填報或更改資料或作出虛假陳述，本人需負上相關的法律责任。

獲授權人簽署

日期： _____ 日/ _____ 月/ _____ 年/ _____

[更新資料於2025年4月]

www.shkpclub.com

▲申請人可自願提供此問卷答案

問卷▲

現誠邀閣下填寫以下問卷，讓我們更了解閣下的期望及需要，以便提供更適切的服务及優惠。所有資料將會絕對保密。
請別選有興趣之項目

- 有關新鴻基地產資訊
a. ☐ 樓盤
f. ☐ 日式百貨
b. ☐ 保險
g. ☐ 其他 (請註明: _____)
c. ☐ 商場
d. ☐ 電訊
e. ☐ 酒店
- 生活
a. ☐ 時事
f. ☐ 財富管理
k. ☐ 電子產品 / 電腦
b. ☐ 家居設計及擺設
g. ☐ 親子
l. ☐ 健康資訊
c. ☐ 飲食
h. ☐ 汽車 / 駕駛
m. ☐ 其他 (請註明: _____)
d. ☐ 潮流服飾
i. ☐ 文化閱讀
j. ☐ 美容 / 健身
e. ☐ 家居保養及清潔
- 娛樂消閒
a. ☐ 流行音樂
f. ☐ 烹飪
k. ☐ 其他 (請註明: _____)
b. ☐ 旅遊
g. ☐ 潮流
c. ☐ 電影
h. ☐ 寵物
d. ☐ 體育
i. ☐ 優質生活介紹
e. ☐ 電子 / 電腦遊戲
j. ☐ 園藝
- 請別選你有興趣的物業相關活動及優惠 (可別選多於一項)
a. ☐ 參觀香港新樓盤
f. ☐ 推薦親友置業計劃
k. ☐ 其他置業服務活動 (請註明: _____)
b. ☐ 參觀內地新樓盤
g. ☐ 置業按揭服務 / 資訊
c. ☐ 參觀新樓會所
h. ☐ 置業法律知識講座/資訊
d. ☐ 會員首次置業優惠
i. ☐ 家居設計 / 裝修工作坊
e. ☐ 會員換樓置業優惠
j. ☐ 家居保養工作坊
- 請問您現時在香港持有多少個住宅物業?
a. ☐ 0
b. ☐ 1
c. ☐ 2
d. ☐ 3
e. ☐ 4
f. ☐ 5或以上
- 如購買了新住宅物業，請問你否在購入新住宅物業至入伙後六個月期間，出售現時所有在香港的其他住宅物業，或全部轉讓給近親?
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
- 請問你及同住親友有否打算於未來兩年在香港自置住宅物業? 如有，請別選是否首置。
本人: a. ☐ 有 (是 / 否首置) b. ☐ 沒有
同住親友: c. ☐ 有 (是 / 否首置) d. ☐ 沒有
- 如有打算置業，請別出未來置業所選擇之閣隔
a. ☐ 開放式
b. ☐ 1房
c. ☐ 2房
d. ☐ 3房
e. ☐ 4房或以上
f. ☐ 沒有打算置業

職員專用 _____(/ /) _____(/ /)	
現場審查: ☐	編號: _____
批 核: ☐ 接納	☐ 不接納

編號 _____ _____ _____
副本 _____ _____ _____

會員守則

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。

會籍

會員必須年滿18歲。所有會籍申請須經本會批准，而本會有絕對的酌情批准且無須作任何解釋。會籍的有效期為本會不時指定的年期。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。

會員卡

每位會員於其會籍申請被接納後，將獲本會發出一張會員卡(簡稱「會員卡」)。此卡可以是電子會員卡(簡稱「電子卡」)或實體會員卡(簡稱「實體卡」)的形式。會員可透過發送到會員電郵的指定啟動連結或其他指定渠道下載電子卡，加至手機錢包內或截圖為圖像(簡稱「數碼資料庫」)。會員卡在任何情況下均為本會之財物。本會有權隨時撤銷該卡之效力及/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實體卡予本會及從會員之數碼資料庫中移除電子卡。會員卡只供獲發該卡之會員使用，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卡作為其會籍的證明。本會保留隨時透過在其官方網站上發布相關通知終止實體卡的使用權利，而無須以任何其他方式個別通知會員。倘若會員遺失了會員卡，會員可透過新地會官方網站電子會員卡啟動表格重新下載電子卡或致電新地會熱線尋求協助。

設施及服務

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，本會有絕對的酌情權。本會有絕對的酌情權於不同條件下，提供設施與服務予不同類別之會員。本會有絕對的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。本會將任何人士包括任何商人或店舖拒絕承認會員卡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有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起之費用或支出。

更改會員守則

本會有絕對的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。除非他/她在本會向會員發出之通知中指定的修訂生效日期之前以書面通知退出會籍，並將其實體卡退還給本會，及/或將其電子卡從其數碼資料庫(以適用者為準)中刪除以進行註銷，否則會員須受該等已更改之守則約束。

退會

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，並將實體卡隨即退還通知，以掛號郵件寄回本會，及/或從數碼資料庫中移除電子卡(以適用者為準)。

開除會籍

本會倘若認為任何會員之行為對本會有損或與本會之利益相連或違反任何會員守則，本會可開除有關會員於本會之會籍，而本會之決定為最後及終局性的。被開除會籍之會員停止擁有會籍所授予之任何權利、福利或優惠，而且不再享有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實體卡並將電子卡從數碼資料庫內移除(以適用者為準)。

本會終止運作

新地會有限公司有絕對的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實體會員卡並將電子卡從數碼資料庫內移除(以適用者為準)。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任何情況下引致之索償或要求。

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，申請人或其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：

(a) 處理會籍之申請；(b) 提供提供予本會之資料；(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(參與使用個人資料作直接促銷)；(e) 就本會及/或新鴻基地產集團對會員或一般顧客所提供的設施、服務及/或產品，及作出評估及改進；(f) 促進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：新地會有意使用閣下在本申請表格中提供的所有資料，包括閣下的姓名、聯絡資料及閣下在問卷中的回覆(如適用)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、中國內地和世界各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理的地產物業(不論住宅、商業或工業樓宇，並包括泊車位)，以及由金融機構為購買或租用該等物業而提供的貸款安排；(ii) 由任何新鴻基地產集團成員擁有、營運或管理的商場及酒店，包括位於該等商場及酒店的商戶及店舖提供的貨品、服務、設施及活動，以及(iii) 由任何新鴻基地產集團成員提供其他種類的貨品、服務、設施及活動包括物業管理、建築、保險、金融服務、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。新地會需要閣下的同意方可使用閣下的個人資料作直接促銷，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。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。

每一位會員均有權根據《個人資料(私隱)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，其辦事處位於香港灣仔道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。如閣下不願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，郵寄至香港灣仔道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，我們亦會依舊等置閣下之會籍，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。

曾經文本

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2025年4月]