

**TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF THE
PROPERTY SPECIFIED BELOW**

載有下述物業招標條款和條件之招標公告

Unit B on 15th Floor, 10 LaSalle, 10 La Salle Road, Kowloon (the “**Property**”)

九龍喇沙利道 10 號 瀚名 15 樓 B 單位（「**該物業**」）

Date 日期: 28 July 2022

From: Smart Value Investments Limited (the “**Vendor**”)

本文件由 Smart Value Investments Limited（「**賣方**」）發出

To: tenderers of the Property

致：該物業投標人

(1) To make an offer to purchase Property, you shall

如欲作出要約購買該物業，閣下須:-

(a) complete and sign the Offer Section of this document below (the “**Offer Section**”) without any amendment to this document;

填妥及簽署本文件下文要約部份（「**要約部份**」）（不得修改本文件）；

(b) complete and execute the enclosed forms of the preliminary agreement for sale and purchase of the Property (the “**PASP**”), (either Terms of Payment (A)- Super 180 Payment or Terms of Payment (B) Flexible 360 Payment), without any amendment;

填妥及簽立該物業之臨時買賣合約（「**臨時買賣合約**」）（選擇支付條款(A) Super 180 付款計劃 或 支付條款(B) - 靈活 360 付款計劃），（不得作出修改）；

(c) complete and sign the enclosed forms of “**Warning To Purchasers**”, “**Personal Information Collection Statement**” and “**Acknowledgement Letter**” all without any amendment;

填妥及簽署「**對買方的警告**」、「**收集個人資料聲明**」及「**確認信**」（其格式附夾於本文件，不得修改）；

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

填妥及簽署附夾的「**賣方資料表格**」（不得作出修改）；

(e) complete and sign the following enclosed forms (collectively the “**Supplemental Terms**”):

- “**Supplemental Terms of Option to Purchase One Residential Parking Space**”,

- “**Supplemental Terms of Subsidy of Management Fee Benefit**”,

- “**Supplemental Terms for Unit Sold with Furniture, Fittings and other Chattels**” (applicable to Flat B on 15th Floor only),

- “Supplemental Terms of Standby Second Mortgage Loan”,
- “Supplemental Terms of Early Possession Benefit”,
- Optional:-
- “Supplemental Terms of Subsidy of Stamp Duty Benefit”.

填妥及簽署以下附夾的表格（統稱「附帶條款」）：

- 「一個住宅停車位的認購權附帶條款」，
- 「管理費津貼優惠附帶條款」，
- 「連傢具、裝置和其他實產發售之單位附帶條款」，
- 「備用第二按揭貸款附帶條款」，
- 「先住後付優惠附帶條款」（只適用支付條款(B)），

可選擇:-

- 「印花稅津貼優惠附帶條款」。

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

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

- (2) You shall submit the following documents to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to 5/F, Kerry Centre, 683 King’s Road, Quarry Bay, Hong Kong during the period between the Tender Commencement Date and Time (please refer to the Sales Arrangements) and the Tender Closing Date and Time (please refer to the Sales Arrangements). **Please note that the Vendor has the absolute right to change the Tender Closing Date and/or Time from time to time by amending the Sales Arrangements relating to the Property:-**

閣下須從招標開始日期及時間(請參閱銷售安排)起至招標截止日期及時間(請參閱銷售安排)的時段把下述文件連同本文件（要約部份須如上所述填妥及簽署），一併交回香港鰂魚涌英皇道 683 號 嘉里中心五樓。**請注意：賣方有全權透過修改有關任何該物業的銷售安排不時更改招標截止日期及/或時間:-**

- (a) your completed and executed documents referred to in (1) above ;
經閣下填妥及簽立之上述第 (1) 段所述的文件;
- (b) one or more Hong Kong Dollar cashier order(s) or cheque(s) issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price you offered and made payable to “Kao, Lee & Yip”, the Vendor’s solicitors; and
一張或多張由香港持牌銀行發出金額合共等於閣下要約的樓價 5% 及抬頭人為“高李葉律師行”（即賣方律師）的港幣銀行本票或支票;及
- (c) copy(ies) of your identification document(s) *(note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company incorporated in Hong Kong, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of directors and annual*

return of the tenderer (if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors.); and

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

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

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

- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor within 7 working days after the Tender Closing Date (the “**Specified Date**”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor. After the tender documents above have been submitted, no tenderer shall withdraw his/her/its tender on or before the Specified Date. In consideration of you agreeing to such offer being irrevocable, the Vendor promises to pay you HK\$1.00 upon receipt of your written demand prior to the submission of the tender documents above.

閣下提交上述各項即視作同意本文件條款和條件及就購買該物業作出正式要約，且該要約於招標截止日期後 7 個工作日 內（「**指明日期**」）不能被撤回並可供賣方接受，而一經賣方接受，閣下與賣方間即有合約存在。上述投標文件一經遞交，投標者在指明日期或之前不可撤回投標書。作為閣下同意上述要約不能被撤回的代價，賣方承諾在收到閣下於遞交上述投標文件前發出的書面要求時向閣下支付港幣 1 元。

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

賣方可以透過郵寄、電話、傳真或電郵至要約部份上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於指明日期之臨時買賣合約及其他文件副本各一份。

- (b) Within five (5) working days after the date of the PASP, the successful tenderer shall sign the Formal Agreement for Sale and Purchase in the form and in the manner as specified by the Vendor.

在臨時買賣合約日期起計 5 個工作日內，中標者須按照賣方擬定內容及指明的方式，簽署正式買賣合約。

- (c) Tenderers are advised to note that in the event the successful tenderer fails to pay the further deposit or the part payment of purchase price or the balance of the purchase price tendered or to complete the purchase of the Property in accordance with the Formal Agreement for Sale and Purchase, the Vendor shall have such rights and remedies against the successful tenderer as specified in the PASP and the Formal Agreement for Sale and Purchase.

投標者注意，中標者如未能按照正式買賣合約繳付該物業的再期訂金或部份樓價或樓價餘額或完成購買該物業，賣方有權按照臨時買賣合約及正式買賣合約向中標者提出申索和獲得補償。

- (5) The cashier order(s) / cheque(s) submitted will be retained uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier order(s) / cheque(s) will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and the cashier order(s) /cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) / cheque(s) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

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

- (6) The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property. The Vendor has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer. The Vendor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Sales Arrangements in relation hereto.

賣方並不承諾亦無責任閱覽、考慮或接受認購該物業最高出價之要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售該物業。賣方有絕對權利透過修改銷售安排不時更改招標截止日期及/或時間。

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

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

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

中介人於交易中代表閣下（不論中介人是否亦代表賣方）；

- (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to you or any person for and will not perform on behalf

of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

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

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

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

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

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

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

中介人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。

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

特此建議閣下就本文件之條款及格式附夾於本文件之各文件向閣下律師尋求意見。

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

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

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

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

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

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

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

本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

You are advised to note that the Vendor will only answer questions of general nature concerning the Property and will not provide legal or other advice in respect of this document or PASP or statutory provisions affecting the Property. Should you have any query, please call the hotline of this Development: 2619 1128. 建議投標者注意，賣方只會回答關於該物業的一般問題，而不會就本投標公告或臨時買賣合約或關於該物業的法例條文提供法律或其他意見。如有任何問題，請致電本發展項目的熱線（2619 1128）查詢。

Note on Terms of Payment and Financial Advantage or Benefits

支付條款及財務優惠或利益註釋

Terms of Payment(A) 支付條款 (A) :

Super 180 Payment Super 180 付款計劃

- 5% of the Purchase Price (preliminary deposit) to be paid upon signing of the preliminary agreement for sale and purchase.
樓價 5% (臨時訂金)於簽署臨時買賣合約時支付。
- 95% of the Purchase Price (balance of the Purchase Price) shall be paid within 180 days after signing of the preliminary agreement for sale and purchase.
樓價 95% (樓價餘額) 須於簽署本臨時買賣合約後 180 天內支付。

Financial Advantage or Benefits 財務優惠或利益

- Option to Purchase One Residential Parking Space
一個住宅停車位的認購權
- Subsidy of management Fee Benefit
管理費津貼優惠
- Subsidy of Stamp Duty Benefit
印花稅津貼優惠
- Standby Second Mortgage
備用第二按揭貸款
- Unit Sold with Furniture, Fittings and other Chattels
連傢具、裝置和其他實產發售

Terms of Payment(B) 支付條款 (B):

Flexible 360 Payment 靈活 360 付款計劃

- 5% of the Purchase Price (preliminary deposit) to be paid upon signing of the preliminary agreement for sale and purchase.
樓價 5% (臨時訂金)於簽署臨時買賣合約時支付。
- 5% of the Purchase Price (further deposit) shall be paid within 180 days after signing of the preliminary agreement for sale and purchase.
樓價 5% (再期訂金) 須於簽署本臨時買賣合約後 180 天內支付。
- 90% of the Purchase Price (balance of the Purchase Price) shall be paid within 360 days after signing of the preliminary agreement for sale and purchase.
樓價 90% (樓價餘額) 須於簽署本臨時買賣合約後 360 天內支付。

Financial Advantage or Benefits 財務優惠或利益

- Option to Purchase One Residential Parking Space
一個住宅停車位的認購權
- Subsidy of management Fee Benefit
管理費津貼優惠
- Subsidy of Stamp Duty Benefit
印花稅津貼優惠
- Standby Second Mortgage
備用第二按揭貸款
- Early Possession Benefit
先住後付優惠
- Unit Sold with Furniture, Fittings and other Chattels
連傢具、裝置和其他實產發售

OFFER SECTION

要約部份

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

由投標者填妥及簽署：

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

我/我們特此向賣方提交上述第（2）段之文件如下（請標上“√”）：

- ☐ completed and executed PASP
已填妥及簽立之臨時買賣合約
- ☐ completed and signed Warning To Purchasers
已填妥及簽立之對買方的警告
- ☐ completed and signed Personal Information Collection Statement
已填妥及簽立之收集個人資料聲明
- ☐ completed and signed Acknowledgement Letter in respect of Confirmation of Viewing of Property
已填妥及簽立之有關確認已參觀物業的確認信
- ☐ completed and signed Vendor's Information Form
已填妥及簽立之賣方資料表格
- ☐ signed Supplemental Terms of Option to Purchase One Residential Parking Space
已簽署之一個住宅停車位的認購權附帶條款
- ☐ signed Supplemental Terms of Subsidy of Management Fee Benefit
已簽署之管理費津貼優惠附帶條款
- ☐ signed Supplemental Terms for Unit Sold with Furniture, Fittings and other Chattels
已簽署之連傢具、裝置和其他實產發售之單位附帶條款
- ☐ signed Supplemental Terms of Standby Second Mortgage Loan
已簽署之備用第二按揭貸款附帶條款
- ☐ **(Applicable to Terms of Payment (B) only 只適用支付條款(B))**
signed Supplemental Terms of Early Possession Benefit
已簽署之先住後付優惠附帶條款

(Optional) (可選擇)

- ☐ signed Supplemental Terms of Subsidy of Stamp Duty Benefit
已簽署之印花稅津貼優惠附帶條款
- ☐ Opted not to select Subsidy of Stamp Duty Benefit
不選擇印花稅津貼優惠
- ☐ one or more Hong Kong Dollar cashier order(s) or cheque(s) issued by a licensed bank in Hong Kong in the total amount of 5% of the purchase price offered and made payable to “Kao, Lee & Yip”,
一張或多張由香港持牌銀行發出的港幣銀行本票及一張或多張支票，金額合共等於要約之樓價 5% 及抬頭人為 “高李葉律師行”
- ☐ copy(ies) of identification document(s) of all tenderers#
所有投標人的身份證明文件之副本#

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

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

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

若投標人為公司，投標人的董事決議副本以授權簽署本文件要約部份、臨時買賣合約、附帶條款及其他上述文件。

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

我/我們特此確認我/我們同意並受上述條款和條件約束。

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

我/我們特此確認作出以下關於有關連人士的聲明（請選擇以下其一）：

- ☐ I/We/one or more of us am/is/are a related party(ies)* of the Vendor.

我/我們/我們中有一名或多於一名人士乃賣方的有關連人士。

- ☐ I am not/We are not/None of us is a related party(ies)* of the Vendor.

我/我們均並非賣方的有關連人士。

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

如有以下情況，某人即屬賣方的有關連人士：該人是 – (i) 該賣方的董事，或該董事的父母、配偶或子女；(ii) 該賣方的經理；(iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；(iv) 該賣方的有聯繫法團或控股公司；(v) 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(vi) 上述有聯繫法團或控股公司的經理。

Remarks 備註：

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

Main Treasure Investments Limited, Goldash Holdings Limited, Kerry Properties (Hong Kong) Limited,

Kerry Properties Limited, Kerry Holdings Limited, Kerry Group Limited.

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

(a) a subsidiary of the corporation or specified body; or

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

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

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

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

“賣方的控權公司”指 以下任何一間公司：

Main Treasure Investments Limited, Goldash Holdings Limited, Kerry Properties (Hong Kong) Limited,
嘉里建設有限公司，嘉里控股有限公司，Kerry Group Limited。

“有聯繫法團”就某法團或指明團體而言，指 -

(a) 該法團或指明團體的附屬公司；或

(b) 該法團或指明團體的控權公司的附屬公司；

“經理”具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；

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

“附屬公司”指《公司條例》(第 622 章)所指的附屬公司。

Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：_____

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

(note: If a tenderer is a natural person please state HKID number and where not applicable, number of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the company number and (ii) place of incorporation)

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

(place of incorporation, if applicable: _____)

(公司成立地點，如適用：_____)

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

Address 地址：_____

Telephone number 電話號碼： _____

Fax number 傳真號碼： _____

Email address 電郵地址： _____

* If the tenderer is a foreign company, the tenderer must provide a correspondence address in Hong Kong and a contact person in Hong Kong with his/her Hong Kong telephone number.

* 如投標人是海外公司，投標人必須提供其香港通訊地址、香港聯絡人及其香港電話號碼。

Particulars of Intermediary 中介人資料

Name 姓名： _____

EA Licence No. 地產代理牌照號碼： _____

Estate Agency 所屬地產代理公司： _____

Please attach estate agent's name card and a copy of valid Estate Agent Licence which issued by Estate Agents Authority.

請附上地產代理卡片及由地產代理監管局發出之有效之地產代理牌照副本。

臨時買賣合約

Preliminary Agreement for Sale and Purchase

日期 Date: _____

賣方 : Smart Value Investments Limited

Vendor

賣方律師 : 高李葉律師行, 香港中環置地廣場告羅士打大廈十七樓 電話: 2844 4888 圖文傳真: 2810 0620

Vendor's Solicitors : Kao, Lee & Yip, 17th Floor, Gloucester Tower, The Landmark, Central, Hong Kong Tel: 2844 4888 Fax: 2810 0620

銷售代表 : 嘉里物業代理有限公司 香港鰂魚涌英皇道 683 號嘉里中心 25 樓 電話: 2967-2222 圖文傳真: 2967-2988

Sales Agent : Kerry Real Estate Agency Limited, 25/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong Tel: 2967-2222 Fax: 2967-2988

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

買方地址 Purchaser's Address : _____

買方電話 Purchaser's Telephone : _____

1. 發展項目 Development : 瀚名, 九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

物業名稱 Property : Floor _____ 樓 Flat _____ 單位(「本物業」)(“the Property”)

2. 樓價及付款方法 Purchase Price and Payment Terms: **Super 180 付款計劃 Super 180 Payment**

本物業的售價為 港幣 _____ 元, 並須由買方按以下方式付予賣方—
The purchase price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows —

臨時訂金為數 港幣 _____ 元 即相等於售價的 5%, 須於簽署本臨時合約時支付。
Preliminary deposit in the sum of HK\$ _____ which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.

樓價餘款為數 港幣 _____ 元 即相等於售價的 95%, 須於簽署本臨時合約後 180 天內支付。
Balance of purchase price in the sum of HK\$ _____ which is equal to 95% of the purchase price shall be paid within 180 days after signing of this Preliminary Agreement.

3. 成交日期 Completion Date :

本物業的買賣須於簽署本臨時合約後 180 天內成交 (_____或該日期前)。

The sale and purchase of the Property shall be completed within 180 days after signing of this Preliminary Agreement (on or before _____).

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

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

(a) 由買方於 _____(即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及

by the Purchaser on or before _____(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

(b) 由賣方於 _____(即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

by the Vendor on or before _____(i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

Applicable to Terms of Payment (A) Super 180 Payment

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

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

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

買方簽署
Signed by the Purchaser

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

獲授權代表簽署 Signed by Authorized Signatory

臨時買賣合約
Preliminary Agreement for Sale and Purchase

日期 Date: _____

賣方 : Smart Value Investments Limited

Vendor

賣方律師 : 高李葉律師行, 香港中環置地廣場告羅士打大廈十七樓 電話: 2844 4888 圖文傳真: 2810 0620

Vendor's : Kao, Lee & Yip, 17th Floor, Gloucester Tower, The Landmark, Central, Hong Kong Tel: 2844 4888 Fax: 2810 0620

Solicitors

銷售代表 : 嘉里物業代理有限公司 香港鰂魚涌英皇道 683 號嘉里中心 25 樓 電話: 2967-2222 圖文傳真: 2967- 2988

Sales : Kerry Real Estate Agency Limited, 25/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong Tel : 2967-2222

Agent Fax : 2967-2988

買方 : 身份證/護照/商業登記號碼

Purchaser : I.D.Card/Passport/BR No.: _____

身份證/護照/商業登記號碼

I.D.Card/ Passport/BR No.: _____

買方地址 Purchaser's Address : _____

買方電話 Purchaser's Telephone : _____

2. 發展項目 Development : 瀚名, 九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

物業名稱 Property : Floor _____ 樓 Flat _____ 單位(「本物業」)(“the Property”)

2. 樓價及付款方法 Purchase Price and Payment Terms: **靈活 360 付款計劃 Flexible 360 Payment**

本物業的售價為 港幣 _____ 元, 並須由買方按以下方式付予賣方—
 The purchase price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows —

臨時訂金為數 港幣 _____ 元 即相等於售價的 5%, 須於簽署本臨時合約時支付。
 Preliminary deposit in the sum of HK\$ _____ which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.

樓價餘款為數 港幣 _____ 元 即相等於售價的 5%, 須於簽署本臨時合約後 180 天內支付。
 Balance of purchase price in the sum of HK\$ _____ which is equal to 5% of the purchase price shall be paid within 180 days after signing of this Preliminary Agreement.

樓價餘款為數 港幣 _____ 元 即相等於售價的 90%, 須於簽署本臨時合約後 360 天內支付。
 Balance of purchase price in the sum of HK\$ _____ which is equal to 90% of the purchase price shall be paid within 360 days after signing of this Preliminary Agreement.

4. 成交日期 Completion Date :

本物業的買賣須於簽署本臨時合約後 360 天內成交 (_____或該日期前)。

The sale and purchase of the Property shall be completed within 360 days after signing of this Preliminary Agreement (on or before _____).

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

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

(a) 由買方於 _____(即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及

by the Purchaser on or before _____(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

Applicable to Terms of Payment (B) Flexible 360 Payment

(b) 由賣方於_____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

5. 買方必須簽署由上述賣方律師擬備的本物業的正式合約。買方不得更改正式合約內容。

The Purchaser shall execute the Agreement of the Property in such standard form prepared by the aforesaid Vendor's Solicitors which shall not be altered by the Purchaser.

6. 其他條款及條件亦為本臨時合約之部份，刊載於附頁。

Other terms and conditions, which form part of this Preliminary Agreement, are printed at the next page.

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

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

買方簽署

Signed by the Purchaser

嘉里物業代理有限公司代表賣方簽署

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

獲授權代表簽署 Signed by Authorized Signatory

其他條款及條件 Other Terms and Conditions:

1. 在本臨時合約中——

In this Preliminary Agreement ——

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 8(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 8(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

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

4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

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

5. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由買方承擔。

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

6. 買方須於本臨時合約之日期後 5 個工作日內攜同本臨時合約到賣方律師樓或其聘用之律師樓辦理下列手續：(i)簽署由賣方律師所訂定的標準正式合約，合約內容買方不能更改，(ii)交付本臨時合約上列明於簽署正式合約時需付之款項(如有)及(iii)交付本臨時合約及正式合約之所有印花稅。

The Purchaser shall attend the office of the Vendor's solicitors or solicitors engaged by the Purchaser together with this Preliminary Agreement within 5 working days after the date hereof, (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay the sum mentioned in this Preliminary Agreement as being due on signing of the Agreement (if any) and (iii) to pay all stamp duties payable on this Preliminary Agreement and the Agreement.

7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約——

If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed ——

- (a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
- (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.

8. 本物業的量度尺寸如下——

The measurements of the Property are as follows-

本物業的實用面積為	平方米/	平方呎，其中—
the saleable area of the Property is	square metres /	square feet of which-
	平方米/	平方呎為露台的樓面面積
	square metres /	square feet is the floor area of the balcony

9. 本物業買賣所包括的裝置、裝修物料及設備如附錄一所列。

The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Schedule 1 hereto.

10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully

understands its contents.

12. 就第 11 條而言，“對買方的警告”內容如下——

For the purposes of clause 11, the following is the “Warning to Purchasers” —

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

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

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

13. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

Time shall in every respect be of the essence of this Preliminary Agreement.

14. 上述所有再期訂金、部份樓價(如有)及樓價餘款須以抬頭人寫上賣方律師之銀行本票支付。銀行本票均需兌現。如任何用作支付再期訂金、部份樓價(如有)及樓價餘款或其中任何部分的銀行本票因任何原因未能兌現，或任何用作支付臨時訂金或其中任何部分的私人支票因任何原因未能兌現，賣方有權行使在法律上的權利及補償。

All further deposit, part payment of the Purchase Price (if any) and the balance of the Purchase Price shall be paid by the Purchaser by way of cashier orders drawn in favour of the Vendor's Solicitors. Cashier orders are subject to clearance. If any cashier order for the payment of the further deposit, part payment of the Purchase Price (if any) or balance of the Purchase Price or any part thereof or any personal cheque for the payment of the preliminary deposit or any part thereof is dishonoured for whatever reason upon presentation, the Vendor shall be entitled to exercise its rights and remedies at law.

15. 買方在購買本物業時完全知悉本物業的實質狀況與本物業內的裝置、裝修物料及設備，並接受本物業及該等裝置、裝修物料及設備的現狀。賣方須於完成本物業之買賣時，向買方交付本物業在空置情況下的管有權(即將本物業交吉予買方)。

The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

16. 買方須於正式合約中與賣方協議如買方要求並獲賣方同意之情況下簽署一份取消合約或採取其他有效等同方式取消正式合約或終止買方於該正式合約所承擔之責任，賣方有權保留本物業的樓價的 10% 作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。

The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the total purchase price of the Property as consideration for its agreeing to cancel the Agreement (and not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement.

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

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

18. 本物業乃屬《印花稅條例》(第 117 章) 第 29A(1)條所註釋之住宅物業。

The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

19. 在本臨時合約簽訂前，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。
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
20. 買方必須書面通知賣方一切其聯絡地址及電話號碼的變更。
The Purchaser shall inform the Vendor in writing of any change in correspondence details and telephone number.
21. 買方代表律師辦理本物業之正式合約及轉讓契之律師費(包括有關擬備、審批、簽立及完成正式合約及轉讓契及加蓋印花及註冊之代支費用及附帶之其他雜費)，均由買方承擔及支付。除此之外，買方須承擔及支付：
The Purchaser shall bear the Purchaser's solicitors' legal fees (including the disbursements of and incidental to the preparation, approval, execution, completion, stamping and registration) of the Agreement and the Assignment of the Property. The Purchaser shall also bear and pay:
- (a) 所有有關本物業的(如適用)按揭及(如適用)第二按揭的律師費及雜費，
all legal costs and disbursements for the preparation of (if any) the Mortgage and (if any) the Second Mortgage of the Property;
 - (b) 所有有關本物業買賣的雜費，包括(但不限於)查冊費、登記費及所有附於正式合約及轉讓契的圖則的費用，及其他有關本物業的買賣的文件的所有法律及其他支出；
all disbursements incurred in connection with the sale and purchase of the Property including (without limitation) search fees, registration fees and fees for the preparation of plans of the Property to be annexed to the Agreement and the Assignment, and charges of any other documents relating to the sale and purchase of the Property;
 - (c) 本物業樓契及業權文件的核證副本費用；
the costs of preparing certified true copies of title deeds and documents relating to the Property;
 - (d) (i)擬定、簽署及登記本發展項目的大廈公共契約包括大廈管理合約(“公共契約”)的律師費用之攤分部份及(ii)所有附於公共契約內有關本發展項目公共部份的圖則之圖則費之攤分部份；
the respective proportions of (i) the legal costs of the preparation, execution and registration of the Deed of Mutual Covenant incorporating Management Agreement of the Development (“DMC”) and (ii) the costs of preparation of plans showing the common parts of the Development annexed to the DMC;
 - (e) (i) 所有賣方就本物業所支付的公用設施按金；
all public utility deposits paid by the Vendor in respect of the Property;
 - (ii) 按比例分攤之本發展項目公共部份的水、電及煤氣按金；
a proportionate part of the water, electricity and gas deposits in respect of the common parts of the Development;
 - (iii) 兩個月上期管理費；
2 months' advance payment of the management fee;
 - (iv) 相等於 2 個月管理費的管理費按金；
a sum equivalent to 2 months' management fee as management fee deposit;
 - (v) 相等於兩個月管理費的特別基金分攤(見公共契約定義)；及
a sum equivalent to 2 months' management fee as initial contribution to the Special Fund (as defined in the DMC); and
 - (vi) 相等於一個月管理費的泥頭費(住宅停車位及電單車停車位不設泥頭費)。
a sum equivalent to 1 month's management fee as debris removal fee (No debris removal fee for Residential Parking Space and Motor Cycle Parking Space).
- 買方須在交易完成時向本發展項目的管理人繳交上述費用，或如任何上述費用已由賣方繳付予本發展項目的管理人，不管有關費用是否可按公共契約轉名或退款，買方均須在交易完成時償還予賣方。
The Purchaser shall on completion of the sale and purchase pay to the Manager of the Development the above payments or reimburse the Vendor for any of the above payments already paid by the Vendor to the Manager of the Development, whether or not any of such payments are transferable or refundable under the DMC.
22. 如買方或任何代表買方之人士在未簽正式合約前將本臨時合約登記於土地註冊處之登記冊內，賣方或其銷售代表可單方面簽署及登記備忘錄於土地註冊處以刪除或取消本臨時合約之註冊，買方於此同意並授權賣方或其銷售代表簽署及登記該備忘錄於土地註冊處，以刪除或取消本臨時合約原有之註冊。
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor and/or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry and the Purchaser hereby consents and authorizes the Vendor and/or its Sales Agent to sign and register such Memorandum in the Land Registry or vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
23. (a) 除本臨時合約的雙方外，任何其他人士(“第三者”)均無權按《合約(第三者權利)條例》(香港法例第 623 章)(“第三者權利條例”)執行或享有本臨時合約的任何條款或條件的利益。
A person who is not a party to this Preliminary Agreement (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Rights of Third Parties Ordinance”) to enforce or to enjoy the benefit of any term or condition of this Preliminary Agreement.
- (b) 儘管本臨時合約的任何條款或有規定，本臨時合約於任何時候的撤銷或更改並不須取得任何第三者的同意。
Notwithstanding anything contained herein, no consent from any Third Party shall be required to rescind or vary this Preliminary

Agreement at any time.

- (c) 為免生疑問，本第 23 條之條文適用於及被視為納入任何雙方之間就本物業不時簽訂以補充、附屬或附帶本臨時合約的文件，包括但不限於任何附帶條款、聲明、通知、確認信及附函。然而，本第 23 條的規定並不影響或損害任何第三方於第三者權利條例以外存在或適用的權利或補償。

For the avoidance of doubt, the provisions of this Clause 23 shall apply and be deemed to be incorporated in any documents, including but not limited to any supplemental terms, declaration, notice, confirmation/acknowledgement letter and side letter, supplemental, collateral or incidental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause 23 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.

24. 正式合約格式由賣方律師擬定，買方不得更改。

The Agreement shall be in such form as may be prepared by the Vendor's Solicitors and shall not be varied by the Purchaser.

25. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如本臨時合約之中英文本有任何歧義，一切以英文為準。

The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In the event of any conflict or discrepancy between the Chinese and English versions of this Preliminary Agreement, the English version shall prevail.

內牆及天花		牆壁	天花板
	客廳及飯廳	外露表面髹乳膠漆	外露表面髹乳膠漆, 部份天花位置裝置石膏板假天花、假陣及髹乳膠漆
	睡房	外露表面髹乳膠漆	外露表面髹乳膠漆, 部份天花位置裝置石膏板假天花、假陣及髹乳膠漆

內部地板		地板	牆腳線
	客廳及飯廳	陶磚 (只適用於 2 樓、3 樓、5 樓至 12 樓的 A 單位、B 單位、C 單位、D 單位、E 單位及 F 單位)	木皮飾面牆腳線
		複合木地板, 另鋪砌天然石於近露台門(如有) 及平台門 (如有) 位置 (只適用於 15 樓至 20 樓的 A 單位及 B 單位; 21 樓的 A 單位)	
	睡房	複合木地板	木皮飾面牆腳線

門		用料	裝修物料	配件
	單位入口大門	實心防火木掩門	木皮飾面板	門鎖連門柄、防盜眼、氣鼓、防盜鏈及門擋及門擋
	睡房門	空心木掩門	木皮飾面板	門鎖連門柄及門擋
	浴室門	空心木掩門	木皮飾面板 (2 樓、3 樓、5 樓至 12 樓的 B 單位、C 單位、D 單位及 E 單位的主人浴室; 及 21 樓 A 單位的浴室 2 及浴室 3 除外)	門鎖連門柄及門擋
			木皮飾面板配木百葉 (只適用於 2 樓、3 樓、5 樓至 12 樓的 B 單位、C 單位、D 單位及 E 單位的主人浴室; 及 21 樓 A 單位的浴室 2 及浴室 3)	
	廚房門	實心防火木掩門 配防火玻璃視窗	木皮飾面板	門柄、氣鼓及門擋
	儲物室門 (只適用於 21 樓 A 單位)	空心木趟門	木皮飾面板	門鎖連門柄及門擋
	工作間門	空心木掩門	木皮飾面板	門鎖連門柄及門擋
	洗手間門	鋁質框玻璃摺門	強化蝕砂玻璃	門柄
	露台門	鋁質框玻璃趟門	雙層中空透明玻璃配低幅射鍍膜	門鎖連門柄
	平台門	鋁框玻璃趟門 (2 樓 A 單位及 F 單位除外)	雙層中空透明玻璃配低幅射鍍膜	門鎖連門柄
		鋁質框玻璃趟門 及鋁質框玻璃掩門(只適用於 2 樓 A 單位及 F 單位)		
	天台門	金屬掩門	金屬板	門鎖及門擋

窗	框的用料	玻璃的用料		
	氟碳噴塗鋁質窗框	客廳、飯廳、客廳/飯廳、睡房、廚房及開放式廚房的窗(如有)	雙層中空透明玻璃配低幅射鍍膜	
		浴室的窗(如有)	雙層中空噴砂玻璃配低幅射鍍膜(21 樓 A 單位浴室 1 除外)	
			21 樓 A 單位浴室 1：雙層中空透明玻璃配低幅射鍍膜	
浴室	牆壁	地板	天花板	
	外露部份鋪砌天然石、人造石及瓷磚(只適用於 2 樓、3 樓、5 樓至 12 樓的 A 單位、B 單位、C 單位、D 單位、E 單位及 F 單位)	陶磚	石膏板假天花及髹乳膠漆	
	外露部份鋪砌天然石(只適用於 15 樓至 20 樓的 A 單位及 B 單位; 21 樓的 A 單位)	天然石	石膏板假天花、金屬裝飾及髹乳膠漆 (21 樓 A 單位主人浴室除外)	
			石膏板假天花及髹乳膠漆 (只適用於 21 樓 A 單位主人浴室)	
廚房	牆壁	地板	天花板	灶台
	外露部份鋪砌玻璃飾面板及不銹鋼板(只適用於 2 樓、3 樓、5 樓至 12 樓的 A 單位、B 單位、C 單位、D 單位、E 單位及 F 單位)	陶磚	石膏板假天花及髹乳膠漆	人造石
	外露部份鋪砌天然石及不銹鋼板(只適用於 15 樓至 20 樓的 A 單位、B 單位; 21 樓的 A 單位)	天然石	石膏板假天花及髹乳膠漆	人造石
其他設備				
客廳及飯廳	分體式空調機			
睡房	分體式空調機			
	嵌入式木製衣櫃配木飾面板			
廚房及儲物室 (儲物室只適用於 21 樓的 A 單位)	只適用於 21 樓的 A 單位: 木製廚櫃配玻璃飾面板及木飾面板。 人造石灶台檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭。 另設電磁爐、煤氣煮食爐、抽油煙機、雪櫃、冰箱櫃、洗碗碟機、蒸焗爐、焗爐、咖啡機、酒櫃、洗衣機、乾衣機 (洗衣機及乾衣機設於儲物室)、抽氣扇及分體式空調機。			
	只適用於 15 樓至 20 樓的 A 單位及 B 單位: 木製廚櫃配玻璃飾面板及木飾面板。 人造石灶台檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭。 另設電磁爐、煤氣煮食爐、抽油煙機、雪櫃、蒸焗爐、酒櫃、洗衣乾衣機、抽氣扇及分體式空調機。			
	只適用於 2 樓、3 樓、5 樓至 12 樓的 A 單位及 F 單位: 木製廚櫃配玻璃飾面板及木紋塑料飾面板。 人造石灶台檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭。 另設電磁爐、煤氣煮食爐、抽油煙機、雪櫃、蒸焗爐、洗衣乾衣機及分體式空調機。			
	只適用於 2 樓、3 樓、5 樓至 12 樓的 B 單位、C 單位、D 單位及 E 單位: 木製廚櫃配玻璃飾面板及木紋塑料飾面板。 人造石灶台檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭。 另設電磁爐、抽油煙機、雪櫃、蒸焗爐、洗衣乾衣機及分體式空調機。			
浴室	電熱水爐、換氣暖風機			
洗手間	抽氣扇 (只適用於 15 樓至 20 樓的 A 單位及 B 單位; 21 樓的 A 單位)			
工作間	分體式空調機 (只適用於 15 樓至 20 樓的 A 單位及 B 單位; 21 樓的 A 單位)			

Internal Wall and Ceiling		Wall	Ceiling
	Living Room and Dining Room	Emulsion paint on exposed surface	Emulsion paint on exposed surfaces. Partial areas of ceiling are equipped with suspended gypsum board false ceiling, bulkhead and painted with emulsion paint
	Bedroom	Emulsion paint on exposed surface	Emulsion paint on exposed surfaces. Partial areas of ceiling are equipped with suspended gypsum board false ceiling, bulkhead and painted with emulsion paint

Internal Floor		Floor	Skirting
	Living Room and dining Room	Ceramic tiles (applicable to Flat A, Flat B, Flat C, Flat D, Flat E & Flat F on 2/F, 3/F, 5/F to 12/F only)	Wood veneer skirting
		Engineering timber flooring and finished with natural stone border next to Balcony door (if provided) and Flat Roof door (if provided) (applicable to Flat A & Flat B on 15/F to 20/F; Flat A on 21/F only)	
	Bedroom	Engineering timber flooring	Wood veneer skirting

Door		Material	Finishes	Accessories
	Unit entrance door	Solid core fire rated timber swing door	Wood veneer panel	Lockset with door handle, eye viewer, door closer, door chain and door stopper
	Bedroom door	Hollow core timber swing door	Wood veneer panel	Lockset with door handle, door closer and door stopper
	Bathroom door	Hollow core timber swing door	Wood veneer panel (Except Master Bathroom of Flat B, Flat C, Flat D & Flat E on 2/F, 3/F, 5/F to 12/F; and Bathroom 2 & Bathroom 3 of Flat A on 21/F)	Lockset with door handle and door stopper
			Wood veneer panel with timber louver (applicable to Master Bathroom of Flat B, Flat C, Flat D & Flat E on 2/F, 3/F, 5/F to 12/F; and Bathroom 2 & Bathroom 3 of Flat A on 21/F)	
	Kitchen door	Solid core fire rated timber swing door with fire rated glass vision panel	Wood veneer panel	Door handle, door closer and door stopper
	Store door	Hollow core timber sliding door	Wood veneer panel	Lockset with door handle and door stopper
	Utility door	Hollow core timber swing door	Wood veneer panel	Lockset with door handle and door stopper
	Lavatory door	Aluminium framed glass folding door	Acid etched tempered glass	Door handle
	Balcony door	Aluminium framed glass sliding door	Clear Insulated-Glass-Unit (IGU) with low emissivity coating	Lockset with door handle
	Flat Roof door	Aluminium framed glass sliding door (except Flat A & Flat F on 2/F)	Clear Insulated-Glass-Unit (IGU) with low emissivity coating	Lockset with door handle
		Aluminium framed glass sliding door and aluminium framed glass swing door (applicable to Flat A & Flat F on 2/F only)		
	Roof door	Metal swing door	Metal plate	Lockset and door stopper

Window	Material of frame	Material of glass		
	Fluorocarbon coated aluminium frame	For windows (if any) in living room, dining room, living/dining room, bedroom, kitchen and open kitchen	Clear Insulated-Glass-Unit (IGU) with low emissivity coating	
		For windows (if any) in bathroom	Sandblasted Insulated-Glass-Unit (IGU) with low emissivity coating	
			The following unit is excepted: Flat A on 21/F, Bathroom 1: Clear Insulated-Glass-Unit (IGU) with low emissivity coating	
Bathroom	Wall	Floor	Ceiling	
	Natural stone, reconstituted stone and porcelain tiles on exposed surface (applicable to Flat A, Flat B, Flat C, Flat D, Flat E & Flat F on 2/F, 3/F, 5/F to 12/F only)	Ceramic tiles	Suspended gypsum board false ceiling with emulsion paint	
	Natural stone on exposed surface (applicable to Flat A & Flat B on 15/F to 20/F; Flat A on 21/F only)	Natural stone	Suspended gypsum board false ceiling with metal feature and emulsion paint (except Master Bathroom of Flat A on 21/F)	
			Suspended gypsum board false ceiling with emulsion paint (applicable to Master Bathroom of Flat A on 21/F only)	
Kitchen	Wall	Floor	Ceiling	Cooking Bench
	Glass panel and stainless steel panel on exposed surface (applicable to Flat A, Flat B, Flat C, Flat D, Flat E & Flat F on 2/F, 3/F, 5/F to 12/F only)	Ceramic tiles	Suspended gypsum board false ceiling with emulsion paint	Reconstituted stone
	Natural stone and stainless steel panel on exposed surface (applicable to Flat A & Flat B on 15/F to 20/F; Flat A on 21/F only)	Natural stone	Suspended gypsum board false ceiling with emulsion paint	Reconstituted stone

Other Provisions	
Living room and dining room	Split type air-conditioner
Bedroom	Split type air-conditioner
	Built-in wooden wardrobe finished with wood veneer panel
Kitchen and Store (Store is applicable to Flat A on 21/F only)	<p><u>Applicable to Flat A on 21/F :</u> Wooden kitchen cabinet with glass panel, wood veneer panel. Reconstituted stone cooking bench with stainless steel sink unit and chrome plated mixer. Induction hob, gas burner, cooker hood, refrigerator, freezer, dishwasher, combination steam oven, oven, coffee machine, wine cellar, washing machine, dryer (washing machine and dryer are installed in the Store), exhaust fan and split type air-conditioner.</p> <p><u>Applicable to Flat A & Flat B on 15/F to 20/F:</u> Wooden kitchen cabinet with glass panel, wood veneer panel. Reconstituted stone cooking bench with stainless steel sink unit and chrome plated mixer. Induction hob, gas burner, cooker hood, refrigerator, combination steam oven, wine cellar, washer dryer, exhaust fan and split type air-conditioner.</p> <p><u>Applicable to Flat A & Flat F on 2/F, 3/F, 5/F to 12/F:</u> Wooden kitchen cabinet with glass panel, wood pattern plastic panel. Reconstituted stone cooking bench with stainless steel sink unit and chrome plated mixer. Induction hob, gas burner, cooker hood, refrigerator, combination steam oven, washer dryer and split type air-conditioner.</p> <p><u>Applicable to Flat B, Flat C, Flat D & Flat E on 2/F, 3/F, 5/F to 12/F:</u> Wooden kitchen cabinet with glass panel, wood pattern plastic panel. Reconstituted stone cooking bench with stainless steel sink unit and chrome plated mixer. Induction hob, cooker hood, refrigerator, combination steam oven, washer dryer and split type air-conditioner.</p>
Bathroom	Electric water heater, thermo ventilator
Lavatory	Exhaust fan (applicable to Flat A & Flat B on 15/F to 20/F; Flat A on 21/F)
Utility	Split-type air-conditioner (applicable to Flat A & Flat B on 15/F to 20/F; Flat A on 21/F)

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

賣方 The Vendor：Smart Value Investments Limited

物業名稱 Property： Floor _____樓 Flat _____單位（「本物業」）（“the Property”）

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

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

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

Signed by the Purchaser 買方簽署

Personal Information Collection Statement

收集個人資料聲明

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

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

由 From : Smart Value Investments Limited (“賣方”) (“the Vendor”)

有關 Re : 瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon (“發展項目”) (“the Development”)

物業名稱 Property : Floor _____ 樓 Flat _____ 單位(「本物業」) (“the Property”)

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

Please read the following notes carefully as they contain important information about how the Vendor would like to use your personal information

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

The Vendor wishes to collect your name, identity card number, correspondence address, telephone number, details of the unit(s) and parking space(s) (if any) you bought in 10 LaSalle, email address and fax number (collectively “**Personal Data**”) for the purposes of:

- (a) 賣方處理與閣下購買瀚名的單位及車位(如有)有關(包括在成交時本物業交樓的事宜及(如適用)缺陷補救工程)的所有法律及其他必需的行政事宜，並保障買賣雙方在交易中的權益(「**強制性用途**」)。賣方將會提供閣下的個人資料予其代理嘉里物業代理有限公司，以作強制性用途；及 the Vendor’s dealing with all legal and other necessary administrative matters relating to your purchase of your unit(s) and parking space(s) (if any) in 10 LaSalle (including handover of the Property on completion and if applicable, defect rectification works) and protecting the parties’ interests in the transaction (“**the Obligatory Purposes**”). For the Obligatory Purposes, the Vendor will provide your Personal Data to its agent, Kerry Real Estate Agency Limited; and

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

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

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

- The information in relation to the leasing/sale of 10 LaSalle, including but not limited to the leasing/sale of Residential Parking Spaces and Motor Cycle Parking Spaces, on the understanding that the arrangement in respect of such sale or leasing shall be subject to the sole discretion of the Vendor;
- Promotional activities for 10 LaSalle; and
- All promotional materials / information of other developments of which Kerry Real Estate Agency Limited is the marketing agent

(“**the Voluntary Purposes**”).

- (2) 強制性用途乃賣方及/或嘉里物業代理有限公司需要閣下的個人資料所作的用途。如果閣下不提供閣下的個人資料予賣方及/或嘉里物業代理有限公司作此等用途，賣方及/或嘉里物業代理有限公司將不能夠作出強制性用途，這可能意味着閣下購買在瀚名中的單位及車位(如有)(包括在成交時本物業交樓的事宜及(如適用)缺陷

補救工程) 及/或與此有關的行政事宜可能受到不利影響。

The Obligatory Purposes are purposes for which the Vendor and/or Kerry Real Estate Agency Limited needs your Personal Data. If you do not provide your Personal Data to the Vendor and/or Kerry Real Estate Agency Limited for these purposes, the Vendor and/or Kerry Real Estate Agency Limited will not be able to carry out the Obligatory Purposes which may mean that your purchase of your unit(s) and parking space(s) (if any) in 10 LaSalle (including handover of the Property on completion and if applicable, defect rectification works) and/or administrative matters relating to the same may be adversely affected.

- (3) 自願性用途僅屬自願性用途，(i) 除非閣下同意或不反對，賣方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，賣方方可向嘉里物業代理有限公司提供閣下資料以供其在直接促銷中使用。而如果閣下不希望賣方及/或嘉里物業代理有限公司向閣下進行在瀚名中或嘉里物業代理有限公司作為市務代理的旗下樓盤的投資機會的直接促銷，或者用作促銷上述第(1)(b)段所述的服務／產品／活動，閣下並無責任准許閣下的個人資料被用作此等用途。

The Voluntary Purposes are only voluntary purposes. The Vendor may not (i) use your Personal Data in direct marketing unless you consent or do not object, or (ii) provide your Personal Data to Kerry Real Estate Agency Limited for its use in direct marketing unless you consent or do not object in writing. You are not obliged to permit your Personal Data to be used for these purposes if you do not want the Vendor and/or Kerry Real Estate Agency Limited to conduct direct marketing to you of investment opportunities in 10 LaSalle or other developments of which Kerry Real Estate Agency Limited is the marketing agent, or to use your Personal Data for marketing the services / products / activities mentioned in paragraph (1)(b) above.

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

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

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

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

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

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

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

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關賣方在個人資料方面的政策及實務的一般資料及 (2) 提出有關賣方處理個人資料的一般問題及投訴，應致函予以下地址：

Smart Value Investments Limited

香港鰂魚涌英皇道 683 號嘉里中心 25 樓 - 市場部

(註明「保密」字樣)

電郵 : saleskpl@kerryprops.com

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

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

Smart Value Investments Limited
25/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong – Marketing Department
(Marked "Confidential")

Email: saleskpl@kerryprops.com

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

買方確認及同意書
Acknowledgement and Consent by the Purchaser

本人已閱讀本聲明並同意其條款。

I have read this Statement and agree to its terms.

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

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

買方簽署 Signature of Purchaser

買方姓名 Name of Purchaser: _____

電郵地址 Email Address: _____

日期 Date: _____

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

確認信 Acknowledgement Letter

致 To: 賣方 The Vendor : Smart Value Investments Limited

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

物業名稱 Property： Floor _____ 樓 Flat _____ 單位（「本物業」）（“the Property”）

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

The

Purchaser(s)

_____ 身份證/商業登記號碼 I.D./B.R. No. _____

確認已參觀物業 Confirmation of Viewing of Property

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

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

(請選擇 Please specify)

☐ 且本人／我們已參觀過上述賣方已開放的(a)本物業或(b)發展項目中與該物業相若的住宅物業（視乎情況而定）。

and I / we have viewed (as the case may be) (a) the Property or (b) a comparable residential property made available to me / us by the Vendor as aforesaid .

或 OR

☐ 但經充份考慮後本人／我們自主選擇決定不參觀上述賣方已開放的(a)本物業或(b)發展項目中與該物業相若的住宅物業（視乎情況而定）。

but after due consideration and out of my / our own free will and choice I / we decided not to view (as the case may be) (a) the Property or (b) a comparable residential property made available to me / us by the Vendor as aforesaid.

儘管臨時買賣合約及買賣合約包含任何條款，本確認信亦不會被取代，並將繼續維持有效。

This Acknowledgement Letter shall take effect and shall not be superseded by and shall continue to subsist notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase.

買方簽署

Signed by the Purchaser(s)

日期 Date: _____

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

賣方資料表格 Vendor's Information Form

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

物業名稱 Property：

樓層 Floor	單位 Flat
15	B

(「本物業」)(“the Property”)

(a)	須就本物業支付的管理費用的款額 the amount of the management fee that is payable for the Property	港幣 HK\$7,350 (每月/per month)
(b)	須就本物業繳付的地稅(如有的話)的款額 the amount of the Government rent (if any) that is payable for the Property	港幣 HK\$3,717 (每季/per quarter)
(c)	業主立案法團(如有的話)的名稱 the name of the owners' incorporation (if any)	沒有 No
(d)	發展項目的管理人的姓名或名稱 the name of the manager of the Development	嘉里物業管理服務有限公司 Kerry Property Management Services Limited
(e)	賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development	沒有 No
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知 any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Development	沒有 No
(g)	賣方所知的影響本物業的任何待決的申索 any pending claim affecting the Property that is known to the vendor	沒有 No

我/我們等確認已收到賣方資料表格之副本及完全明白其內容。

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

買方簽名

Signature(s) of Purchaser(s)

印製日期 Date of Printing: 28 July 2022

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon
賣方 The Vendor：Smart Value Investments Limited

物業名稱 Property： Floor _____樓 Flat _____單位（「本物業」）（“the Property”）

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

附帶條款 Supplemental Terms
一個住宅停車位的認購權 Option to Purchase One Residential Parking Space

受制於合約 SUBJECT TO CONTRACT

1. 本附帶條款有關買方購買本物業及買方和賣方於_____訂立的本物業的臨時買賣合約（“臨時合約”）。
In this Supplemental Terms, reference is made to the purchase of the Property by the Purchaser and the Preliminary Agreement for Sale and Purchase of the Property dated _____（“PASP”）made between the Purchaser and the Vendor.
2. 受制於合約及按下列條款，買方可獲以港幣\$2,800,000 認購一個發展項目的住宅停車位（“住宅停車位”）之權利（“車位認購權”）。
Subject to contract and pursuant to the following terms and conditions, the Purchaser shall have an option to purchase **ONE** residential parking space in the Development（“Residential Parking Space”）at the purchase price of HK\$2,800,000（“Carpark Purchase Option”）.
3. 在賣方於簽署臨時合約後九十天內提出出售要約（“出售要約”）的情況下，買方必須於賣方提出出售要約後十四天內決定是否購買住宅停車位及全面遵從出售要約的所有條款及條件（包括但不限於簽署相關買賣合約），逾時作買方放棄車位認購權論及出售要約亦告失效，買方不會為此獲得任何補償。車位認購權不得轉讓。列於本附帶條款有關車位認購權及買賣住宅停車位的安排以達成協議方作實。將發展項目住宅停車位要約出售與否以及何時要約出售，以及要約條款，一概由賣方全權決定。
In the event that an offer to sell（“Offer”）is made by the Vendor **within 90 days** after signing of the PASP of the Property, the Purchaser must decide whether to purchase a Residential Parking Space and must fully comply with all the terms and conditions of the Offer（including but not limited to entering into a relevant sale and purchase agreement）within 14 days after the date that the Offer is made by the Vendor, failing which the Purchaser shall be deemed to have given up the Carpark Purchase Option and the Offer shall lapse and the Purchaser shall not be entitled to any compensation therefor. The Carpark Purchase Option is not transferrable. The arrangement in relation to the Carpark Purchase Option and the sale and purchase of the Residential Parking Space in this Supplemental Terms is subject to contract. The decision as to whether and when to make offer to sell any residential parking space(s) in the Development and the terms of such offer are subject to the sole discretion of the Vendor.
4. 為免存疑，如買方於上述限期前沒有行使車位認購權，買方無權享有任何補償或損害賠償，且不影響本物業的臨時合約及/或其後的正式買賣合約的條款。
For the avoidance of doubt, should the Purchaser fail to exercise the Carpark Purchase Option before the above mentioned deadline, the Purchaser shall not be entitled to any remedy or damages whatsoever and the provisions of the PASP and/or the subsequent formal agreement for sale and purchase of the Property shall not be affected.
5. 本附帶條款並不對賣方構成任何具約束力的責任去出售或要約出售發展項目的任何住宅停車位或簽署任何買賣合約或協議，且不就發展項目的任何住宅停車位構成任何權利或權益。
Nothing herein shall constitute any binding obligation on the Vendor's part to sell or offer to sell any

residential parking space(s) in the Development or enter into any contract or agreement for sale whatsoever or create any right or interest of and in any residential parking space(s) in the Development.

6. 本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。
The Chinese version of this Supplemental Terms is for information only and in case of inconsistency, the English version shall prevail.

買方簽署
Signed by the Purchaser

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

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

獲授權代表簽署 Authorized Signature

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon
賣方 The Vendor：Smart Value Investments Limited

物業名稱 Property：Floor _____樓 Flat _____單位(「本物業」)(“the Property”)

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

附帶條款 Supplemental Terms
管理費津貼優惠 Subsidy of Management Fee Benefit

若買方如期完成本物業之買賣及在所有方面履行和遵守本物業之臨時合約（“臨時合約”）及正式買賣合約（“正式合約”）的條款與條件(必須嚴格遵守所有時間限制)，賣方將就本物業提供由本物業成交起計為期 2 年之管理費津貼優惠。

一旦買方未能遵守、履行或遵從本附帶條款、臨時合約及正式合約內任何條款與條件，或臨時合約或正式合約遭終止或取消，賣方有權不給予此優惠，且不影响賣方在臨時合約、正式合約或法律上之其他權利與申索。所有依本附帶條款授予買方之權利與利益為買方個人專有，買方無權轉讓或轉移本附帶條款授予之權利與利益予任何第三方。無論賣方是否提供此優惠予買方及即使就管理費津貼優惠引起任何爭議，買方仍必須履行和遵守臨時合約及正式合約內一切的條款與條件，並依其條款及條件完成本物業之買賣。買方只可就本附帶條款向賣方提出損害賠償之申索。

為免生疑問，本附帶條款不會被其後之轉讓契所取代。本附帶條款於完成本物業之買賣後依然有效。本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

SUBJECT to the Purchaser punctually completing the purchase of the Property and performing and complying with in all respects the terms and conditions of the Preliminary Agreement for Sale and Purchase of the Property (“Preliminary Agreement”) and the Formal Agreement for Sale and Purchase of the Property (“Formal Agreement”) (in respect of which time shall be of the essence), the Vendor will provide the Subsidy of Management Fee Benefit in relation to the Property for a term of 2 years from the date of completion of the purchase of the Property.

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in these supplemental terms, the Preliminary Agreement and the Formal Agreement, or the Preliminary Agreement or the Agreement is cancelled or terminated, the Vendor shall be entitled to withhold this benefit forthwith without prejudice to the Vendor’s other rights and claims under the Preliminary Agreement and the Formal Agreement or at law. All rights and benefits conferred upon the Purchaser in accordance with the terms and conditions of these supplemental terms, is personal and exclusive to the Purchaser. The Purchaser shall have no right to assign or transfer the rights and benefits conferred under these supplemental terms to a third party. Whether or not the Vendor provides this benefit to the Purchaser and irrespective of any disputes arising from this Subsidy of Management Fee Benefit, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Formal Agreement and to complete the purchase of the Property in accordance with the terms and conditions contained therein. Any claim that the Purchaser may have under or in relation to or in connection with these supplemental terms shall be a claim against the Vendor for damages only.

For the avoidance of doubt, these supplemental terms shall not be superseded by and shall take effect notwithstanding anything contained in the subsequent Assignment. These supplemental terms shall survive completion of the sale and purchase of the Property. The Chinese version of these supplemental terms is for information only and in case of inconsistency the English version shall prevail

買方簽署
Signed by the Purchaser(s)

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

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

獲授權代表簽署 Signed by Authorized Signatory

附帶條款 Supplemental Terms
連傢具、裝置和其他實產發售之單位 Unit Sold with Furniture, Fittings and other Chattels
(只適用 15 樓 B 室 Applicable to Flat B on 15th Floor only)

發展項目 Development: 瀚名, 九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon
賣方 The Vendor: Smart Value Investments Limited

物業名稱 Property: Floor 15 樓 Flat B 單位 (「本物業」) (“the Property”)

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

連傢具、裝置和其他實產發售之單位附帶條款
Supplemental Terms for Unit Sold with Furniture, Fittings and other Chattels

儘管臨時合約另有所指, 賣方及買方現同意下述之附帶條款:-

Notwithstanding anything contained in the Preliminary Agreement, the Vendor and the Purchaser hereby agree the supplemental terms as follow:-

1. 本附帶條款補充臨時合約。
These supplemental terms are supplemental to the Preliminary Agreement.
2. 買方現聲明及確認在簽署臨時合約前已妥為視察該物業及已安裝於其內之傢具、裝置和其他實產(統稱“該實產”)(詳細列於附上之傢具與配備表), 並完全滿意及接受該物業及該實產的現有狀況。
The Purchaser hereby declares and confirms that the Purchaser has duly inspected the Property together with the furniture, fittings and other chattels (collectively “Chattels”) now installed at or within the Property as per Inventory List attached hereto before entering into the Preliminary Agreement and the Purchaser is fully satisfied with and accepts in all respects the existing state and condition of the Property and the Chattels.
3. 為免生疑問, 本附帶條款不會被臨時合約、其後的正式買賣合約(“正式合約”)或轉讓契所取代。本附帶條款於簽立正式合約及完成該物業之買賣後依然有效。
For the avoidance of doubt, these supplemental terms shall not be superseded by and shall take effect notwithstanding anything contained in the Preliminary Agreement, the subsequent Formal Agreement for Sale and Purchase (“the Agreement”) and Assignment. These supplemental terms shall survive signing of the Agreement and completion of the sale and purchase of the Property.
4. 買方確認該物業將連同該實產一併出售。該實產將於完成該物業之買賣時以「現狀」交予買方, 「現狀」指該實產於完成買賣當天之狀況。
The Purchaser acknowledges that the Property is sold together with the Chattels. The Chattels will be handed over to the Purchaser on the completion of the sale and purchase of the Property in an “as is” condition, meaning, the condition of the Chattels as are or will be as at the date of completion.
5. 買方不須就該實產支付任何額外費用。
No additional money will be payable by the Purchaser for the Chattels.

6. a) 賣方或其代表不就該實產作出任何保證或陳述，更不就該實產之實際狀況、品質、其修補或適用性或任何該實產是否有良好的效能作出任何保證或陳述。
No warranty or representation whatsoever is given by the Vendor or any persons on behalf of the Vendor in any respect as regards the Chattels or any of them. In particular, no warranty or representation whatsoever is given as to the physical condition and state, quality, repair or the fitness of any of the Chattels or as to whether any of the Chattels are or will be in good working condition.
- b) 如賣方未能於完成該物業買賣當天將該實產或其中任何部分交予買方(不論基於任何原因)，買方亦不得以此為理由終止或撤銷臨時合約或正式合約。
Any failure on the part of the Vendor (due to any reason whatsoever) to deliver the Chattels, or any part thereof, to the Purchaser on completion of the sale and purchase of the Property shall not entitle the Purchaser to terminate or rescind the Preliminary Agreement or the Agreement.
- c) 若該物業之買賣根據正式合約內任何條款或法律上被廢除、取消或撤銷，則賣方沒有責任將任何該實產交予買方。
Should the sale of the Property be annulled, cancelled or rescinded pursuant to any provisions of the Agreement or at law, the Vendor shall not be obliged to deliver or hand over any of the Chattels to the Purchaser.

為免生疑問，臨時合約第 17 條、正式合約第 27 條及/或其中所有有關賣方須補救該物業或其裝置、裝修物料或設備的欠妥之處的條款均不適用於該實產。

For the avoidance of doubt, Clause 17 of the Preliminary Agreement, Clause 27 of the Agreement and/or any other provisions therein in relation to remedying any defects to the Property or the fittings, finishes or appliances therein shall not be applicable to the Chattels.

7. 本附帶條款之利益為買方個人擁有，並只限於作為該物業之買方(為免生疑問，不包括買方已購入或將購入發展項目的其他物業)。本附帶條款賦予買方的權利和利益不能轉讓或轉移。買方向賣方承諾(a) 將本附帶條款的存在及其內容嚴格保密；(b) 不會向任何第三方透露本附帶條款或其任何部份；及(c) 不會將本附帶條款於土地註冊處登記。
The benefit in these supplemental terms is personal to the Purchaser and is only available to the Purchaser as a purchaser of the Property only (which for the avoidance of doubt excludes any other properties in the Development which the Purchaser has purchased or may purchase). The rights or benefits conferred on the Purchaser under these supplemental terms are non-assignable and non-transferable. The Purchaser undertakes to the Vendor the following: (a) to keep the existence and contents of these supplemental terms in strictest confidence; (b) not to disclose these supplemental terms or any part hereof to any third party; and (c) not to register these supplemental terms at the Land Registry
8. a) 除本附帶條款的雙方外，任何其他人士(“第三者”)均無權按《合約(第三者權利)條例》(香港法例第 623 章)(“第三者權利條例”)執行或享有本附帶條款的任何條款或條件的利益。
A person who is not a party to these supplemental terms (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Rights of Third Parties Ordinance”) to enforce or to enjoy the benefit of any term or condition of these supplemental terms.
- b) 儘管本附帶條款的任何條款或有規定，本附帶條款於任何時候的撤銷或更改並不須取得任何第三者的同意。
Notwithstanding anything contained herein, no consent from any Third Party shall be required to rescind or vary these supplemental terms at any time.

附帶條款 Supplemental Terms
連傢具、裝置和其他實產發售之單位 Unit Sold with Furniture, Fittings and other Chattels
(只適用 15 樓 B 室 Applicable to Flat B on 15th Floor only)

- c) 為免生疑問，本第 8 條之條文適用於及被視為納入任何雙方之間就該物業不時簽訂以補充、附屬或附帶本附帶條款的文件，包括但不限於任何附帶條款、聲明、通知、確認信及附函。然而，本第 8 條的規定並不影響或損害任何第三方於第三者權利條例以外存在或適用的權利或補償。

For the avoidance of doubt, the provisions of this Clause 8 shall apply and be deemed to be incorporated in any documents, including but not limited to any supplemental terms, declaration, notice, confirmation/acknowledgement letter and side letter, supplemental, collateral or incidental to these supplemental terms that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause 8 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.

9. 本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

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

買方簽署
Signed by the Purchaser

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

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

獲授權代表簽署 Authorized Signature

10 LaSalle Inventory List – Flat B,15th Floor
瀚名傢具與配備表 – 15 樓 B 單位

Living Room 客廳

Wall Decoration 牆身掛飾 x2
Celling Light 天花燈 x2
Floor Lamp 座地燈 x1
TV Stand 電視櫃 x1
Curtain 窗簾 x1
Coffee Table 咖啡桌 x1
Chair 座椅 x1
Sofa 沙發 x1
Sideboard 多用櫃 x1
Carpet 地氈 x1

Dining Room 飯廳

Dining Chair 餐椅 x6
Wall Decoration 牆身掛飾 x2
Dining Table 餐桌 x1
Celling Light 天花燈 x1
Curtain 窗簾 x1

Bedroom 1 客房 1

Desk 書枱 x1
Table Lamp 檯燈 x1
Chair 座椅 x1
Double Bed 雙人床 x1
Curtain 窗簾 x1
Wall Decoration 牆身掛飾 x2
Rack 牆身架 x3

Bedroom 2 客房 2

Single bed 單人床 x1
Table Lamp 檯燈 x1
Side Table 茶几 x1
Curtain 窗簾 x1
Wall Decoration 牆身掛飾 x1

Master Bedroom 主人房

Side Table 茶几 x2
Lamp 床頭燈 x2
Double Bed 雙人床 x1
Celling Light 天花燈 x1
Curtain 窗簾 x1
Wall Decoration 牆身掛飾 x1
Full-length mirror 全身鏡 x1
Mirror 鏡 x1
Coat Rack 衣帽架 x1
Lamp 檯燈 x1
Dressing Table 梳妝台 x1
Chair 坐椅 x1

賣方 The Vendor : Smart Value Investments Limited

發展項目 Development : 瀚名, 九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

物業名稱 Property : Floor _____樓 Flat _____單位 (「本物業」)(“the Property”)

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

附帶條款 Supplemental Terms
備用第二按揭貸款 Standby Second Mortgage Loan

受制於以下(a) – (g)條款, 買方若向賣方其中一間指定銀行(“第一按揭銀行”)成功申請第一按揭貸款(“第一按揭貸款”), 同時可向賣方或其相聯公司申請第二按揭貸款(“備用第二按揭貸款”)。惟買方必須於付清樓價不少於 30 天前申請備用第二按揭貸款及遞交申請表及所需文件。

- a) 備用第二按揭貸款最高達淨樓價之 30%, 第一按揭貸款及備用第二按揭貸款之總額不得超過淨樓價之 80%, 備用第二按揭貸款之還款年期不可超過 20 年或第一按揭貸款之還款年期(以較短者為準), 貸款年期首三年的年利率以「香港上海滙豐銀行有限公司不時公布之最優惠利率」減 1.5%計算, 第四年及其後之年利率以「香港上海滙豐銀行有限公司不時公布之最優惠利率」計算。不設免供免息期, 買方須於提款日後開始每月供款, 利息亦由提款日起開始計算。賣方或其相聯公司保留批核備用第二按揭貸款的最終決定權。
- b) 買方須向第一按揭銀行申請第一按揭貸款及獲第一按揭銀行同意本物業作第二按揭, 並能出示一切所需文件證明第一按揭、備用第二按揭及其他貸款之每月總還款額對其每月總入息之比率不超過香港金融管理局不時公佈之「供款與入息比率」, 第一按揭貸款條件以第一按揭銀行之最終批核為準。
- c) 所有備用第二按揭貸款之法律文件必須由賣方或其相聯公司指定之律師行辦理, 買方須負責支付一切有關之律師費用及雜費。買方可選擇自行聘用律師作為其代表律師, 在此情況下, 買方亦須負責其代表律師有關處理備用第二按揭貸款的律師費用及雜費。
- d) 備用第二按揭貸款之擔保人(如有)須簽署「忠告信」。
- e) 買方須於簽訂本物業之正式買賣合約(“正式合約”)時, 全數支付有關之印花稅。
- f) 所有第一按揭貸款及備用第二按揭貸款的條款及條件受制於香港金融管理局不時發出之最新指引。
- g) 備用第二按揭貸款受其他條款及細則約束。

*「樓價」指本物業於臨時買賣合約中訂明的實際售價。

*「淨樓價」指樓價減去「印花稅津貼」優惠的金額(如有)及其他回贈金額(如有)。

本附帶條款只適用於購買本物業作為自用之第一手買方, 不得轉讓予或適用於任何其他人。無論賣方或其相聯公司是否提供備用第二按揭貸款, 買方仍必須履行和遵守臨時合約及正式合約內一切的條款及條件。

本附帶條款之中文譯本僅供參考之用, 如有歧義, 仍以英文本為準。

Subject to conditions (a) to (g) below, if a Purchaser successfully applies for a first mortgage loan (“first mortgage loan”) from one of the Vendor’s associated banks (“first mortgagee”), the Purchaser can apply to the Vendor or the Vendor’s associated company for a second mortgage loan (“Standby Second Mortgage Loan”) provided that **the Purchaser shall submit the application form and the necessary documents for applying the Standby Second Mortgage Loan not less than 30 days before the date of the full payment of the Purchase Price.**

- a) The Standby Second Mortgage Loan can be up to 30% of the Net Purchase Price. The aggregate of the first mortgage loan and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price. The repayment term of the Standby Second Mortgage Loan shall not exceed 20 years or the tenure of the first mortgage (whichever is the shorter). The annual interest rate of the Standby Second Mortgage Loan for the first 3 years of the repayment term shall be calculated at the Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited

from time to time minus 1.5%, the annual interest rate for the fourth year and thereafter shall be calculated at the Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. **No deferment of principal payment or waiver of interest payment will be granted.** The Purchaser shall pay monthly instalments and interest shall be accrued starting from the date of drawdown. The Vendor or its associated company reserves the final right to decide whether or not to approve the Standby Second Mortgage Loan.

- b) The Purchaser shall apply to the first mortgagee for first mortgage loan and obtain the prior consent of the first mortgagee to the creation of a second mortgage in respect of the Property and shall provide all necessary documents to prove that the ratio of total amount of monthly repayment of the first mortgage loan, the Standby Second Mortgage Loan and any other loan to the Purchaser's total monthly income does not exceed the latest "Debt Servicing Ratio" as announced by the Hong Kong Monetary Authority from time to time. The terms and conditions of first mortgage loan shall be subject to the final approval of the first mortgagee.
- c) All legal documents of the Standby Second Mortgage Loan shall be prepared and handled by the solicitors associated by the Vendor or its associated company and all relevant legal costs and disbursements shall be borne by the Purchaser solely. The Purchaser may choose to instruct his own solicitors to act for him and in such event, the Purchaser shall also bear his own solicitors' legal costs and disbursements relating to the Standby Second Mortgage Loan.
- d) The guarantor for the Standby Second Mortgage Loan (if any) needs to sign a 'Warning Notice'.
- e) The Purchaser shall be required to pay the stamp duty payable on the Formal Agreement for Sale and Purchase of the Property ("Formal Agreement") in full upon signing of the Formal Agreement.
- f) All terms and conditions of the first mortgage loan and the Standby Second Mortgage Loan are subject to the latest guidelines as may be issued by the Hong Kong Monetary Authority from time to time.
- g) The Standby Second Mortgage Loan is subject to other terms and conditions.

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

* "Net Purchase Price" means the Purchase Price minus the amount of "Subsidy of Stamp Duty" Benefit (if any) and the amount of cash rebate (if any).

These supplemental terms are personal and exclusive to the Purchaser, who is the first hand purchaser of the Property for self-occupation, and not transferable nor applicable to any other person. Irrespective of whether or not the Vendor or its associated company provides the Standby Second Mortgage Loan, the Purchaser shall still be obliged to perform and comply with the terms and conditions of the PASP and the Formal Agreement.

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

買方簽署
Signed by the Purchaser

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

日期 Date: _____

獲授權代表簽署 Signed by the Authorized Signatory

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

(只適用於選用支付條款(B)靈活 360 付款計劃 Applicable to Terms of Payment (B) Flexible 360 Payment only)

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon

賣方 The Vendor：Smart Value Investments Limited

物業名稱 Property：Floor _____樓 Flat _____單位(「本物業」)(“the Property”)

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

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

**附帶條款 Supplemental Terms
先住後付優惠 Early Possession Benefit**

本附帶條款用以補充賣方與買方於同日簽訂的有關本物業的臨時買賣合約。

應買方請求，賣方同意給予買方許可，准許買方以獲許可人身份按下述條款及條件佔用本物業，自簽訂下述的許可協議訂定的許可佔用期開始日期起直至本物業的買賣成交日為止(“許可佔用期”)：

- (a) 買方須於許可佔用期開始前不少於 30 天以書面通知賣方申請准許佔用本物業；
- (b) 買方須已簽訂由賣方律師行據本物業的臨時買賣合約所擬備的正式買賣合約(“正式合約”)，且不作任何修改；
- (c) 買方已向賣方支付不少於本物業的樓價之 10%；
- (d) 買方須就本物業簽署許可協議，格式由賣方律師訂明，買方不得要求任何修改；
- (e) 於簽訂許可協議時，買方須支付以下款項：相等於本物業的樓價之 5%作為本物業之許可佔用費(“許可佔用費”)、許可佔用期內應繳之本物業之管理費、地租及差餉、管理費按金、特別基金的初期分擔款項、管理費上期、公共設備按金分攤、清理泥頭廢料的費用及在公契下有關本物業的所有按金、收費及款項；
- (f) 在買方未有違反許可協議的任何條款及買方按正式合約條款完成本物業的交易及付清樓價餘額及其他款項為前提下，買方根據(e)段所付之許可佔用費將全數以現金回贈形式回贈並於本物業買賣成交時被賣方直接用以支付本物業的部份樓價餘額；
- (g) 買方須負責繳付許可協議所需之印花稅裁定費及印花稅(如有)、擬備及簽署許可協議的律師費及雜費及於許可佔用期內本物業之其它開支等；
- (h) 在本物業的買賣成交之前，買方不得轉售本物業或其任何部份，亦不得轉讓本附帶條款及/或許可協議的權益；
- (i) 因許可協議招致的所有律師費(包括但不限於擬備及簽署許可協議及為其加蓋印花稅及裁定印花稅的費用)一律由買方負責，並須於簽訂許可協議時支付。

本附帶條款之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

These Supplemental Terms are supplemental to the Preliminary Agreement of Sale and Purchase entered into between the Vendor and the Purchaser of the even date in respect of the Property.

The Purchaser has requested the Vendor and the Vendor has agreed to grant a licence to the Purchaser to occupy the Property as a licensee from the commencement date of the licence period as stipulated in the Licence Agreement hereinafter mentioned and expiring on the actual date of completion of the sale and purchase of the Property (“Licence Period”) subject to the following terms and conditions:-

- (a) the Purchaser shall give not less than 30 days’ prior written notice before the commencement of the Licence Period to the Vendor to apply for the licence of the Property;

(只適用於選用支付條款(B)靈活 360 付款計劃 Applicable to Terms of Payment (B) Flexible 360 Payment only)

- (b) the Agreement for Sale and Purchase ("Formal Agreement") to be made pursuant to the Preliminary Agreement of Sale and Purchase in the form prepared by the Vendor's solicitors without any amendments shall have been signed by the Purchaser;
- (c) not less than 10% of the Purchase Price of the Property shall have been paid to the Vendor by the Purchaser;
- (d) the Purchaser shall execute a licence agreement (the "Licence Agreement") in the form prescribed by the Vendor's solicitors without amendment in respect of the Property;
- (e) the licence fee equivalent to 5% of the Purchase Price of the Property ("Licence Fee"), the management fees, government rent and rates of the Property payable during the Licence Period, the Management Fee Deposit, Special Fund Initial Contribution, Management Fee in Advance, Share of Public Utilities Deposit, Debris Removal Fee and all other relevant deposits charges or monies payable in respect of the Property under the Deed of Mutual Covenant incorporating Management Agreement affecting the Property shall be paid by the Purchaser upon the signing of the Licence Agreement;
- (f) Subject to there being no breach by the Purchaser of any terms and conditions under the Licence Agreement and subject to the Purchaser completing the sale and purchase of the Property and paying the balance of the Purchase Price and other payments in accordance with the terms and conditions of the Formal Agreement, the Licence Fee paid by the Purchaser under paragraph (e) shall be refunded in full as a cash rebate and applied by the Vendor directly as part payment of the balance of the Purchase Price upon completion of the sale and purchase of the Property;
- (g) the Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if any) on the Licence Agreement, the legal costs and disbursements for the preparation and execution of the Licence Agreement and all other outgoings, etc. of the Property during the Licence Period;
- (h) the Purchaser shall not sub-sell the Property, or any part thereof, or transfer the benefit of these Supplemental Terms and/or the Licence Agreement before completion of the sale and purchase of the Property;
- (i) all legal costs of the Licence Agreement incurred including, but not limited to, for the preparation execution and stamping and adjudication of the Licence Agreement shall be borne by the Purchaser solely and be paid by the Purchaser upon the signing of the Licence Agreement.

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

買方簽署
Signed by the Purchaser(s)

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

日期 Date: _____

獲授權代表簽署 Signed by Authorized Signatory

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

發展項目 Development：瀚名，九龍喇沙利道 10 號 10 LaSalle, 10 La Salle Road, Kowloon
賣方 The Vendor：Smart Value Investments Limited

物業名稱 Property：Floor _____ 樓 Flat _____ 單位(「本物業」)(“the Property”)

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

附帶條款 Supplemental Terms
印花稅津貼優惠 Subsidy of Stamp Duty Benefit

茲確認本物業之正式買賣合約(「正式合約」)之從價印花稅(「從價印花稅」)及買家印花稅由買方支付。然而，買方將獲賣方提供以下從價印花稅津貼(「津貼」)(惟買方必須如期完成本物業之買賣及遵行一切本物業之臨時合約及正式合約之條件及條款(必須嚴格遵行所有時間限制)) -

港幣\$_____ (相等於本物業樓價之 4.25%)

當買方簽署正式合約後，由賣方將津貼用作直接支付正式合約之從價印花稅**給稅務局。若需支付之從價印花稅少於以上可得之津貼，津貼餘款(即津貼及需支付之從價印花稅(定義見下述)之差額)將用作支付本物業的部分樓價餘額。若需支付之從價印花稅多於以上可得之津貼，則買方須於簽署正式合約時繳付(包括按賣方要求以支付予作為保證金保存人之賣方律師或買方律師之方式繳付)需支付之從價印花稅及津貼之差額。

** 根據於 2018 年 1 月 19 日刊憲的《2018 年印花稅(修訂)條例》，任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按第 1 標準第 1 部稅率的從價印花稅稅率繳付從價印花稅，即稅率劃一為物業的售價或價值(以較高者為準)的 15% (「劃一從價印花稅」)。根據於 2018 年 4 月 20 日刊憲的《2018 年印花稅(修訂) (第 2 號)條例》，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須按劃一從價印花稅率繳納從價印花稅。就此本附帶條款而言，“需支付之從價印花稅”有如下含意：

- (i) 如買方根據印花稅條例可申請以較低稅率(第二標準)繳納向其物業徵收之從價印花稅，“需支付之從價印花稅”指按印花稅條例的較低稅率(第二標準)計算之從價印花稅。
- (ii) 如買方根據《2018 年印花稅(修訂)條例》及《2018 年印花稅(修訂) (第 2 號)條例》須繳納劃一從價印花稅，“需支付之從價印花稅”指劃一從價印花稅。

假如買方沒有根據臨時合約及正式合約的條款及條件完成本物業的交易，賣方保留向買方追討索償及向稅務局申請退回已支付的從價印花稅(「從價印花稅退款」)之權利。若臨時合約及/或正式合約因任何原因被取消或終止而不再需要支付已付之從價印花稅(或其任何部分)，買方須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回從價印花稅退款。買方特此同意，不論當時臨時合約及/或正式合約是否已經被取消或終止，買方須因應賣方的要求簽署任何表格及文件，令賣方能夠申請從價印花稅退款(如需要)。買方特此授權賣方於任何賣方認為合適的時候使用該等已簽署表格及文件，並為其填上日期及將之遞交到有關當局。

本附帶條款只適用於向賣方直接買入單位並已按時履行臨時合約及/或正式合約各項有關付款細則之第一手買家，買方無權轉讓或轉移津貼予任何第三方。

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

制執行性或臨時合約或正式合約之下各方的權利、義務或責任。為免生疑，若賣方未能履行其於本附帶條款 內之責任，買方仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買其物業。本附帶條款不排除或豁免買方在未能完成買賣時需負之責任。買方所有按或就本附帶條款提出的或與本附帶條款有關連的申索，只限於為了取得損害賠償的申索。

本附帶條款 之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

IT IS HEREBY CONFIRMED that the Ad Valorem Stamp Duty (“**Ad Valorem Stamp Duty**”) and the Buyer’s Stamp Duty in respect of the formal Agreement for Sale and Purchase (“**Agreement**”) of the Property shall be paid by the Purchaser. However, the Purchaser will be entitled to have the following Ad Valorem Stamp Duty Benefit (“**Benefit**”) PROVIDED that the Purchaser shall duly complete the purchase of the Property and comply with in all respects the terms and conditions of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property and the Agreement (in respect of which time shall be of the essence):-

HK\$ _____(equivalent to 4.25% of the Purchase Price of the Property)

The Vendor will use the Benefit to directly pay the Ad Valorem Stamp Duty** chargeable on the Agreement to the Inland Revenue Department upon signing of the Agreement by the Purchaser. If the Ad Valorem Stamp Duty payable is less than the Benefit, the remaining balance of the Benefit (i.e. the difference between the amount of the Benefit and the Ad Valorem Stamp Duty payable) will be applied directly for part payment of the balance of the purchase price of the Property. If the Ad Valorem Stamp Duty payable is more than the Benefit, the difference between the Ad Valorem Stamp Duty payable and the amount of the Benefit shall be borne by the Purchaser and paid (including by paying to the Vendor’s solicitors or the Purchaser’s solicitors as stakeholders according to the requirement of the Vendor) upon signing of the Agreement.

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| ** | <p>According to the Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018, any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the Ad Valorem Stamp Duty at the rate under Part 1 of Scale 1 (i.e. a flat rate at 15% of the consideration or value of the residential property, whichever is the higher) (the "Flat Rate AVD"). According to the Stamp Duty (Amendment) (No.2) Ordinance 2018 gazetted on 20 April 2018, unless specifically exempted or otherwise provided in the law, acquisition of more than one residential property under a single instrument executed on or after 12 April 2017 will be subject to the Flat Rate AVD, even if the purchaser is a Hong Kong Permanent Resident who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition. For the purposes of these Supplemental Terms, “the Ad Valorem Stamp Duty payable” shall mean:</p> <ul style="list-style-type: none">(i) If the Purchaser may claim for charging Ad Valorem Stamp Duty at lower rates (Scale 2) pursuant to the Stamp Duty Ordinance, “the Ad Valorem Stamp Duty payable” means Ad Valorem Stamp Duty calculated at lower rates (Scale 2) pursuant to the Stamp Duty Ordinance.(ii) If the Purchaser has to pay the Flat Rate AVD according to the Stamp Duty (Amendment) Ordinance 2018 and the Stamp Duty (Amendment) (No.2) Ordinance 2018, “the Ad Valorem Stamp Duty payable” means the Flat Rate AVD. |
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The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and to apply for refund of the paid Ad Valorem Stamp Duty (“**AVD Refund**”) from Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property in accordance with the terms and conditions of the Preliminary Agreement and the Agreement. In the event that the paid Ad Valorem Stamp Duty (or any part thereof) ceases to be payable because of the cancellation or termination of the Preliminary Agreement and/or the Agreement for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the AVD Refund from the competent authorities. The Purchaser hereby agrees that, whether or not the Preliminary Agreement and/or the Agreement has/have been cancelled or terminated, the Purchaser shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the AVD Refund (if necessary). The Purchaser hereby expressly authorizes the Vendor to date and use the signed forms and documents and submit the same to the competent authorities at any time the Vendor deems fit.

These Supplemental Terms are only exclusive to the Purchaser (who purchases the Property from the Vendor directly and has duly made all payments in accordance with all relevant provisions of the Preliminary Agreement and the Agreement). The Purchaser shall have no right to assign or transfer the Benefit to a third party.

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

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

買方簽署
Signed by the Purchaser(s)

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

日期 Date: _____

獲授權代表簽署 Authorized Signature

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