

**INVITATION FOR TAKING UP THE LEASE WITH AN OPTION TO PURCHASE**

**BY WAY OF**

**PUBLIC TENDER**

公開招標承租(連認購權)以下物業

in respect of

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**Unit B on 9/F of Tower 1 and (if applicable) One Residential Parking Space on Basement 1 Floor of MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong**

香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車位  
一個

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**INVITATION FOR TAKING UP THE LEASE WITH AN OPTION TO PURCHASE**

**BY WAY OF**

**PUBLIC TENDER**

公開招標承租(連認購權)物業

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Tenders are invited for taking up the lease with option to purchase of the following property:-  
現招標承租(連認購權)以下物業，即：

**Unit B on 9/F of Tower 1 and  
(if applicable) One Residential Parking Space on  
Basement 1 Floor of MOUNT ARCADIA, No. 8388  
Tai Po Road Sha Tin Heights, New Territories,  
Hong Kong**

香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車  
位一個

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**TENDER COMMENCES AT 10:00 a.m. ON EVERY DAY FROM 6<sup>th</sup> OCTOBER 2023  
UNTIL 31<sup>st</sup> DECEMBER 2023 (BOTH DAYS INCLUSIVE)  
AND CLOSSES AT 5:00 p.m. ON EVERY DAY FROM 6<sup>th</sup> OCTOBER 2023 UNTIL 31<sup>st</sup>  
DECEMBER 2023 (BOTH DAYS INCLUSIVE)**

招標開始日期及時間由2023年10月6日起至2023年12月31日每日上午10時正(包括首尾兩天)  
而招標截止日期及時間由2023年10月6日起至2023年12月31日每日下午5時正(包括首尾兩天)

**(UNLESS THE PROPERTY IS WITHDRAWN OR SOLD OR LEASED BEFORE THE  
CLOSING DATE AND TIME OF TENDER)**  
(但若在招標截止日期及時間之前物業已被撤回或出售或出租則除外)

Tenders must be submitted on the specified **Form of Tender** from 10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) to 10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) to the office of the Lessor at 16/F, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong**”.

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**香港新界大埔公路沙田嶺段 8388 號畢架·金峰投標書**」，並於 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天) 每日上午 10 時正至 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天) 每日下午 5 時正時提交至出租人位於香港中環德輔道中 121 號遠東發展大廈 16 樓的辦事處。

## TENDER NOTICE

### 招標公告

1. TEAMPEARL COMPANY LIMITED (the “**Lessor**”) invite tenders for taking up the lease with option to purchase (“**Lease**”) of the property described in the **Particulars of the Property** below (the “**Property**”) on the terms and conditions contained in this Tender Notice and the Form of Tender (the “**Form of Tender**”) annexed hereto as **Appendix A**.

添沛有限公司 (以下簡稱「出租人」)現招標按照本招標公告及附件A的投標表格(以下簡稱「投標表格」)所訂明的條款及條件承租(連認購權)(「租約」)以下「物業詳情」所述的物業(以下簡稱「本物業」)。

## **PARTICULARS OF THE PROPERTY**

### **本物業詳情**

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**Unit \_B\_ on \_9\_/F of Tower 1 and (if applicable) One  
Residential Parking Space on Basement 1 Floor of  
MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin  
Heights, New Territories, Hong Kong**

**香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車  
位一個**

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2. (a) The Lessor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

出租人不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。

- (b) The Lessor reserves the right, at any time before acceptance of a tender, to withdraw the Property from lease or to lease or dispose of the Property or any part of it to any person.

出租人保留權利在接受任何投標書之前的任何時候，撤回本物業不予出租，或將本物業或其任何部份出租予任何人士。

- (c) The Lessor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.

出租人有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間。

3. Tenderers should note the following:-

投標者須注意以下事項：

- (a) Every tenderer should obtain independent legal advice on the terms and conditions of this Tender Notice, the Form of Tender and the offer letter annexed hereto (“**Offer Letter**”) and/or the Lease before he submits his tender.

遞交其投標書前，每位投標者應就本招標公告、投標表格及夾附於此的要約書（「**要約書**」）及/或租約的條款及條件尋求獨立法律意見。

- (b) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of the Offer Letter and/or the Lease to be entered into following acceptance of his tender by the Lessor.

中標者可委託自己的獨立律師代其就在出租人接納其投標書後將會簽訂的要約書及/或租約事宜行事。

- (c) The Lessor’s Solicitors, Kao, Lee & Yip Solicitors, do not act for any tenderers in the process of this tender.

出租人律師，即高李葉律師行，在本投標過程中並不代表任何投標者。

- (d) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the contact detail(s) of his principal including the contact details of the contact person(s) of his principal. Where the tenderer signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Lessor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent’s or attorney’s HKID/Passport shall be submitted with the Form of Tender to the satisfaction of the Lessor.

以投標者身份簽署投標表格的人士須被視作為主事人，除非他於投標表格中披露他僅以代理人或授權人的身份行事(如屬此等情況，他亦須於投標表格中披露其主事人的姓名、地址及聯絡資料，包括其主事人聯絡人的聯絡資料)。若投標者以代理人或授權人的身份為主事人簽署投標表格，作為投標者簽署投標表格的人士將藉着送達投標表格被視為已向出租人保證他已得到主事人的授權填寫、簽署及遞交投標表格。委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及

主事人及代理人或授權人的香港身份證/護照複印本，須隨投標表格一併遞交，以使出租人滿意。

- (e) No person who is not *sui juris* shall be entitled to submit a tender.

無行為能力之人士無權遞交投標書。

- (f) Any tender by any company will not be accepted.

任何公司遞交的任何投標書將不予接受。

- (g) A tenderer may offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space in the Development. Each tenderer must tick the relevant box in the **Form of Tender** to indicate whether the tenderer intends to offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space, and (if applicable) fill in which Residential Parking Space that the tenderer intends to lease. If a tenderer fails to clearly indicate whether the tenderer intends to offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space in the Development or not, it will be deemed that the relevant tenderer only offers to take up the Lease of the specified residential property.

投標者可提出要約承租指明住宅物業連一個發展項目的住宅停車位。每位投標者必須在**投標表格**上在相關方格填上剔號以表示投標者是否提出要約承租指明住宅物業連一個住宅停車位，及（如適用）填寫投標者擬提出要約承租的住宅停車位。如投標者未能清楚表示是否提出要約承租指明住宅物業連一個住宅停車位，相關投標者將被視作只提出要約承租指明住宅物業。

4. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) duly completed and signed by the tenderer and attached with this Tender Notice duly completed and signed by the tenderer (all without any amendment);

採用由投標者填妥並簽署的**投標表格**(一式兩份)並夾附本招標公告(全部未經修改)；

Note: Please date the **Form of Tender**.

註：請於**投標表格**填上簽署日期。

- (b) enclosed in a sealed plain envelope addressed to the Lessor, and clearly marked on the outside of the envelope with the words “**Tender for MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories,**

**Hong Kong**”; and

放入普通信封內封密，信封面須清楚註明致予出租人及「香港新界大埔公路沙田嶺段8388號畢架·金峰投標書」；以及

- (c) placed in the Tender Box labelled “**Mount Arcadia - Tender Box**” and placed at the office of the Lessor at 16/F, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong from the commencement date and time of the tender to the closing date and time of the tender set out below:-

於下述招標開始日期及時間至招標截止日期及時間期間，放入位於香港中環德輔道中 121 號遠東發展大廈 16 樓出租人辦事處擺放的標示為「**畢架·金峰 - 投標箱**」的投標箱內：

Commencement date and time of the tender:

招標開始日期及時間：

**10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive)**

由 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天)每日上午 10 時正

Closing date and time of the tender:

招標截止日期及時間：

**5:00 p.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) or any other date and/or time as changed by the Lessor from time to time by amending the Information on Sales Arrangements relating to the Property at the Lessor’s absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property.**

由 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天)每日每日下午 5 時正或任何其他由出租人藉其絕對權利及酌情決定權透過修改本物業的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業的實際招標截止日期及時間。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 10:00 a.m. and 5:00 p.m. on the last tender closing date (i.e. 31<sup>st</sup> December 2023), the last tender closing date and time will be extended to 5:00 p.m. on the next day on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 10:00 a.m. and 5:00 p.m..

若黑色暴雨警告信號或八號或以上颱風信號在最後招標截止日期當天(即 2023 年 12 月 31 日)上午十時正至下午五時正期間發出，最後截標日期及時間將延至下一個在當天上午十時正至下午五時正期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的日子，截標時間為當天的下午五時正。

5. A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

投標者在遞交投標書時，必須同時附上以下文件：

- (a) A cashier's order in a sum which constitutes 1% of the Option Price (as referred to in the Offer Letter), such sum being part of the lease deposit for the tender, made payable to “**Kao, Lee & Yip Solicitors**” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，金額為認購價(具有要約書提述的涵義)1%的銀行本票，作為部分租金訂金，銀行本票抬頭為「高李葉律師行」。

- (b) An “Acknowledgement Letter Regarding Viewing of Property” (in the form annexed hereto as Appendix F) duly signed by the tenderer.

已由投標者簽署的「物業參觀確認函」(按照附件F所列的格式)。

- (c) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix K) duly signed by the tenderer.

已由投標者簽署的「個人資料收集聲明」(按照附件K所列的格式)。

- (d) Offer Letter (in duplicate) annexed hereto duly signed by the tenderer.

已由投標者簽署夾附此的要約書(一式兩份)。

- (e) An “Acknowledgement Letter regarding Financial Advantages or Benefits” duly signed by the tenderer.

已由投標者簽署的「財務優惠或利益確認函」。

- (f) A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer.

投標者委任之地產代理(如有)的牌照影印副本及名片。

- (g) A copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer.

每一位投標人的香港身份證／護照影印副本。

If the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

若投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**Note: Please do not date the Offer Letter (in duplicate) referred to in (d) above.**

**註：請勿於以上(d)提述的要約書(一式兩份)填上日期。**

6. All cashier's orders forwarded by the tenderers will be retained and will remain uncashed until the Lessor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order submitted therewith will be treated as part of the lease deposit referred to in the Offer Letter. All other cashier's orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

在出租人就收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作要約書中提述之部分租約訂金。所有其他銀行本票將於下文第8條訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。

7. Any amendments to and in a tender may cause the tender to be disqualified.

如投標書中的內容有任何修改，或會令投標者喪失資格。

8. In consideration of the invitation for tender by the Lessor and the Lessor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, each of the tenderers agrees that his tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Lessor on the terms and conditions contained in this Tender Notice, the Offer Letter and the Form of Tender within 14 calendar days after the closing date and time of the tender (the "Acceptance Date").

鑒於出租人作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供出租人在招標截止日期和時間後的14個曆日內(以下簡稱「承約日期」)按照本招標公告、要約書和投標表格所訂明的條款及條件隨時接納。

If a tender is accepted, the successful tenderer shall be the Lessee of the Property (the "Lessee") and: -

投標如獲接納，中標者即成為本物業承租人(以下簡稱「承租人」)：

- (a) the Lessor may accept the offer of the successful tenderer by post, telephone,



fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Lessor will return the successful tenderer one duplicate of the Offer Letter signed by the Lessor and dated not later than the Acceptance Date;

出租人可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。出租人接受後，將交予中標者經出租人簽妥且日期為不後於承約日期之要約書一份；

- (b) the Offer Letter signed by the Lessor shall constitute a binding agreement between the Lessor and the Lessee for the lease of the Property subject to the terms and conditions contained in the Offer Letter;

出租人簽妥的要約書將構成出租人及承租人之間具有約束力的協議，雙方同意按照要約書所訂明之條款及條件出租及承租本物業；

- (c) The cashier's order(s) and/or cheque(s) submitted by the Lessee with the tender will be treated as and applied towards payment of part of the Lease Deposit (as defined under the Offer Letter).

由承租人隨投標遞交的銀行本票及/或支票將視作及用以支付部分租約按金（如要約書所定義）。

- (d) The Lessee shall sign the Lease in the form prepared by the Lessor (as annexed to the Offer Letter) without any amendment thereto within 7 working days after the date of the Offer Letter in accordance with the terms and conditions set out in the Offer Letter.

承租人須按照要約書的條款及條件在要約書日期後的 7 個工作日內簽署租約（根據夾附於要約書的格式及內容），其格式及內容不得更改。

9. Tenderers are advised to note that the Lessor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender, the Offer Letter and/or the Lease and any other documents annexed to this Tender Notice or statutory provisions affecting the Property. All enquiries should be directed to the Lessor at 16<sup>th</sup> Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong (Telephone No. 2850-0600).

投標者須注意，出租人只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格、要約書及/或租約及任何其他夾附於本招標公告之文件或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡出租人，地址為香港中環德輔道中121號遠東發展大廈16樓（電話號碼: 2850-0600）。

10. Any statement, whether oral or written, made and any action taken by any officer or agent of the Lessor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Offer Letter and/or the Lease and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in this Tender Notice, the Form of Tender or the Lease.

出租人任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格或要約書及/或租約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或租約所訂明的任何條款或條件。

11. Tenderers may refer to the “Acknowledgement Letter regarding Financial Advantages or Benefits” annexed hereto for details of the rental rebates.

投標者可參閱夾附此的「財務優惠或利益確認函」以取得租金回贈的詳情。

12. Tenderers may refer to the sales brochure for details of the Property.

投標者可參閱售樓說明書以取得本物業的詳情。

13. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.

如投標者多於一人，所有投標者須負有共同及個別之責任。

14. Where the tenderer submits his tender and makes an offer to take up the lease of the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

倘投標者經由地產代理（以下簡稱「**介紹人**」）介紹予出租人以入標承租本物業，投標者知悉和確認：

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

介紹人或任何其他地產代理均並無亦沒有被出租人授權或准許代出租人許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代出租人應允任何承擔或責任。介紹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，出租人均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且出租人也不受其約束。

- (b) the Lessor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the leasing 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

投標者與介紹人或任何其他地產代理之任何轉讓，一概與出租人無關。本招標及（如投標者的要約獲接受）本物業之租賃將按照本文件條款及交易文件條款進行。

15. Time shall in all respects be of the essence.

時間在各方面均為要素。

16. In the event of any discrepancy between the English and Chinese versions of this Tender Notice, the Tender Submission Checklist, the Form of Tender, Offer Letter and any other documents annexed to this Tender Notice, the English version shall prevail.

如本招標公告、須遞交之文件清單、投標表格、要約書及任何其他夾附於本招標公告之文件的英文文本與中文譯本有任何不一致，一概以英文文本為準。

Date: 4<sup>th</sup> October 2023

日期：2023年10月4日

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## TENDER SUBMISSION CHECKLIST

### 須遞交之文件清單

<u>Item</u> 項目	<u>Document</u> 文件	<u>Remarks</u> 備註
1)	Form of Tender ( <b>Appendix A</b> ) duly completed and signed by the tenderer and <b>attached</b> with the Tender Notice. 已由投標者填妥及簽署的投標表格(附件 A)並夾附招標公告	Submit in <b>DUPLICATE</b> 遞交一式兩份
2)	An “Acknowledgement Letter Regarding Viewing of Property” ( <b>Appendix F</b> ) duly signed by the tenderer. 已由投標者簽署的「物業參觀確認函」(附件 F)。	Submit one signed copy 遞交一份
3)	A “Personal Information Collection Statement” ( <b>Appendix K</b> ) duly signed by the tenderer. 已由投標者簽署的「個人資料收集聲明」(附件 K)。	Submit one signed copy 遞交一份
4)	Offer Letter duly signed by the tenderer. 已由投標者簽署的要約書。	Submit in <b>DUPLICATE</b> 遞交一式兩份
5)	An “Acknowledgement Letter regarding Financial Advantages or Benefits” duly signed by the tenderer. 已由投標者簽署的「財務優惠或利益確認函」。	Submit one signed copy 遞交一份
6)	Cashier’s Order for 1% of the Option Price payable to “Kao, Lee & Yip Solicitors” as part of the lease deposit 金額為認購價 1%的銀行本票，銀行本票抬頭為「高李葉律師行」作為部分租約訂金。	
7)	A copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer. 每一位投標人的香港身份證／護照影印副本。	
8)	A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer 投標者委任之地產代理(如有)的牌照影印副本及名片	

- 9) If the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

若投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**FORM OF TENDER**

**投標表格**

Tender for taking up the lease (containing an option to purchase) of:

**Unit \_B\_ on \_9\_/F of Tower [ ] and Residential Parking Space No. ( ) on Basement 1 Floor**

**Unit \_B\_ on \_9\_/F of Tower [ ]**

**of MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong (the “Property”)** as one transaction subject to the terms and conditions contained in this Form of Tender and the Tender Notice (the “**Tender Notice**”) annexed hereto.

茲投標按照本投標表格及夾附於本投標表格之招標公告(以下簡稱「招標公告」)所訂明的條款及條件承租香港新界大埔公路沙田嶺段8388號畢架·金峰

**第1座\_9\_樓\_B\_單位及地庫一層住宅停車位[ ]號**

**第1座\_9\_樓\_B\_單位**

(以下簡稱「本物業」)。

Note: The tenderer must tick the relevant box and (if applicable) fill in which Residential Parking Space the tenderer offers to take up the lease.

備註：投標人必須在相關方格填上剔號及（如適用）填寫投標者提出要約承租的住宅停車位。

To: **TEAMPEARL COMPANY LIMITED**  
(the “**Lessor**”)

致： 添沛有限公司  
(以下簡稱「出租人」)

1. I/We, \_\_\_\_\_  
(HKID Card No(s). / Passport No(s). \_\_\_\_\_)  
of \_\_\_\_\_

(correspondence address in Hong Kong ), having read the Tender Notice annexed hereto hereby irrevocably offer to take up the lease of the Property at the Rent set out in the Offer Letter subject to the terms and conditions set out in the Offer Letter.

本人/我們 \_\_\_\_\_  
(香港身份證號碼 / 護照號碼 \_\_\_\_\_)地址為

\_\_\_\_\_ (個人通訊地址)已閱讀招

標公告，特此提出不可撤銷的要約：本人/我們將按照要約書所訂明的條款及條件，以要約書列明的租金承租本物業。

2. The following are enclosed with this Tender (i.e. this Form of Tender attached with the Tender Notice):-

下列文件連同本投標書(即本投標表格並夾附招標公告)一併附上：

- (a) A Cashier's Order (No. \_\_\_\_\_) (Bank: \_\_\_\_\_) in the sum of Hong Kong Dollars \_\_\_\_\_ (HK\$ \_\_\_\_\_), made payable to "Kao, Lee & Yip Solicitors" as part of the lease deposit.

一 張 金 額 為 港 幣 \_\_\_\_\_ 元 (HK\$ \_\_\_\_\_)，抬頭為「高李葉律師行」的銀行本票(本票號碼：\_\_\_\_\_) (銀行：\_\_\_\_\_)，作為部分租約訂金。

- (b) An "Acknowledgement Letter Regarding Viewing of Property" (in the form annexed to the Tender Notice as Appendix F) duly signed by me/us.

已由本人/我們簽署的「物業參觀確認函」(按照招標公告附件F所列的格式)。

- (c) A "Personal Information Collection Statement" (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.

已由本人/我們簽署的「個人資料收集聲明」(按照招標公告附件K所列的格式)。

- (d) Offer Letter (in duplicate) annexed to the Tender Notice duly signed by the tenderer.

已由投標者簽署夾附於招標公告的要約書(一式兩份)。

- (e) An "Acknowledgement Letter regarding Financial Advantages or Benefits" duly signed by the tenderer.

已由投標者簽署的「財務優惠或利益確認函」。

- (f) A copy of the estate agent's licence and name card of the estate agent (if any) appointed by me/us.

已由本人/我們委任之地產代理(如有)的牌照影印副本及名片。

- (g) A copy of my/our Hong Kong Identity Card(s)/Passport(s).

本人/我們的香港身份證/護照影印副本。

- \***(h)** (applicable if this Form of Tender is signed by an agent or attorney) The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

(適用於由代理人或授權人簽署的投標表格) 主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**\* Delete where inapplicable and initial against deletion**

**\* 如不適用，請刪除及在旁加簽**

3. I/We agree that in the event that this Tender is accepted by the Lessor, this Tender (including the Tender Notice, this Form of Tender together with the Offer Letter signed by the Lessor and me/us) shall constitute a binding agreement between the Lessor and me/us and the parties thereto agree that the Lessor shall lease and I/we shall take up the lease of the Property in accordance with the terms and conditions set out in the Tender Notice, this Form of Tender and the Offer Letter.

本人/我們同意如出租人接納本投標書，本投標書(包括招標公告、本投標表格連同出租人和本人/我們簽署之要約書)將構成出租人與本人/我們之間具有約束力的協議，雙方同意按照招標公告、本投標表格及要約書所訂明之條款及條件出租及承租本物業。

Dated the            day of            .

日期為            年            月            日。



## SCHEDULE 附表

### Information of the tenderer(s) 投標人資料：

Name(s) of the Tenderer  
投標者姓名 :

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Signature(s) of the Tenderer/Signature(s)  
of Authorized Signatory(ies) or  
Attorney(s) of Tenderer :  
投標者簽名/投標者獲授權簽署人  
或投標者授權人的簽名

---

Hong Kong Identity Card(s) No(s)/  
Passport(s) No(s) of the Tenderer (with  
copy(ies) attached hereto) :  
投標者香港身份證號碼/ 護照號碼(連同  
其影印副本)

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(applicable if this Form of Tender is signed by an agent or attorney)  
(適用於由代理人或授權人簽署的投標表格)

Name(s) of Principal(s) (if applicable)  
主事人姓名(如適用) :

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Name(s) of Attorney(s) (if applicable) :  
授權人姓名(如適用)

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Hong Kong Identity Card(s) No(s)/  
Passport(s) No(s) of the Attorney(s) (with  
copy(ies) attached hereto) (if applicable) :  
授權人香港身份證號碼/ 護照號碼(連  
同其影印副本)(如適用)

---

Correspondence Address in Hong Kong 投  
標者在香港的通訊地址 :

---

Telephone No(s).  
電話號碼 :

---

Facsimile No(s).  
傳真號碼 :

---

Name of Contact Person of the Tenderer  
(if any) :  
投標者聯絡人姓名(如有)

---

Estate Agent appointed by the Tenderer  
(if any)

投標者委任的地產代理(如有)

:

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Estate Agent's licence No.  
(with copy of the Estate Agent's licence  
and name card attached hereto)

地產代理的牌照號碼

(連同牌照影印副本及名片)

:

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Contact Details of the Estate Agent  
appointed by the Tenderer

投標者委任的地產代理之

聯絡詳情

:

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**OFFER LETTER**

**要約書**

To 致 : TEAMPEARL COMPANY LIMITED 添沛有限公司 (“Lessor” 「出租人」)

Date 日期 : [ ]

**Unit B on the 9 Floor of Tower 1 and Residential Parking Space No. [ ] on Basement 1 Floor, MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong (“Premises”)**  
**香港新界大埔公路沙田嶺段 8388 號畢架·金峰第 1 座 9 樓 B 單位及地庫一層住宅停車位[ ]號 (「本物業」)**

I, \_\_\_\_\_, write to offer to take the lease from the Lessor of the Premises on the following terms and conditions:

本人，即\_\_\_\_\_，根據以下條款及條件，向出租人提出要約租用本物業:

1. Lessor  
出租人 : Teampearl Company Limited  
16th Floor, Far East Consortium Building,  
121 Des Voeux Road Central, Hong Kong  
添沛有限公司  
香港中環德輔道中 121 號遠東發展大廈 16 樓
  
2. Lessee  
承租人 : Name(s) : \_\_\_\_\_  
姓名  
Hong Kong ID No(s)/ Passport No(s). : \_\_\_\_\_  
香港身分證號碼 / 護照號碼  
Address : \_\_\_\_\_  
地址  
Tel No. : \_\_\_\_\_  
電話號碼
  
3. Premises  
本物業 : Unit B on the 9 Floor of Tower 1 and Residential Parking Space No. [ ] on  
Basement 1 Floor, MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights,  
New Territories, Hong Kong.  
香港新界大埔公路沙田嶺段 8388 號畢架·金峰第 1 座 9 樓 B 單位及地庫一  
層住宅停車位[ ]號
  
4. Lease Commencement Date : \_\_\_\_\_  
租約開始日期 (i.e. at least 14 working days after the date of this Offer Letter).  
(即由此要約書日期後的至少十四個工作日。)
  
5. Term  
租期 : A fixed term of 42 months commencing from the Lease Commencement Date and  
expiring on [ ] (both days inclusive).  
42 個月的固定租期，從租約開始日期起至[ ] (包括首尾兩  
天)。
  
6. Signing of Formal Lease : The Lessee shall sign the formal Lease in the form prepared by the Lessor and  
簽署正式租約 attached hereto (“**Formal Lease**”) without any amendment thereto on or before  
[ ] (i.e. the 7<sup>th</sup> working day after the date of this Offer Letter).  
承租人應在[ ]日或之前 (即本要約書日期後的第 7 個  
工作日) 簽署由出租人擬定並夾附於本要約書的正式租約 (「**正式租約**」)，並  
未對其進行任何修改。

7. Option to Purchase  
認購權 : Please refer to Special Condition No.7 of the Tenth Schedule to the Formal Lease.  
請參閱正式租約附表十的第七條特別條款。
8. Option Price  
認購價 : HK\$ \_\_\_\_\_ 港元  
("Option Price" as defined in the Formal Lease)  
(「認購價」按正式租約所定義)
9. Rent  
租金 : 每年 HK\$ \_\_\_\_\_ per year 港元  
(equivalent to 7% of the Option Price) exclusive of management fees, Government rent and rates, regular checking and maintenance and other outgoings payable annually. The payment of the first year's Rent shall be made upon signing of the Formal Lease in accordance with the terms stipulated therein.  
(相等於認購價的 7%)，不包括管理費、地租和差餉、定期檢查和保養，以及每年應付的其他支出。第一年的租金應在正式租約簽署時按照其中的條款支付。
10. Lease Deposit  
租約按金 : (a) HK\$ \_\_\_\_\_ 港元 (i.e. 1% of the Option Price) being part of the Lease Deposit shall be paid by the Lessee to the Lessor upon signing of this Offer Letter.  
(即認購價的 1%) 作為租約按金的一部分，由承租人在簽署本要約書時向出租人支付。  
  
(b) HK\$ \_\_\_\_\_ 港元 (i.e. 7% of the Option Price) being the remaining part of the Lease Deposit shall be paid by the Lessee to the Lessor upon signing of the Formal Lease.  
(即認購價的 7%) 作為餘下部分的租約按金，由承租人在簽署正式租約時向出租人支付。
11. Outgoings  
支出 : The Lessee shall pay the management fees, Government rent and rates, regular checking and maintenance and all other outgoings of the Premises during the Term in accordance with the terms stipulated in the Formal Lease.  
承租人應根據正式租約的條款，在租期內支付管理費、地租和差餉、定期檢查和保養，以及所有本物業的其他支出。
12. Legal Cost  
法律費用 : Each party shall bear its own legal costs in relation to the preparation, approval and execution of the Formal Lease and its counterpart.  
各方應自行承擔與正式租約及其副本的準備、批准和執行相關的法律費用。
13. Use of Premises  
本物業的用途 : Unit B on the 9 Floor of Tower 1 is for residential purpose, whereas Residential Parking Space No. [ ] on Basement 1 Floor is for non-residential purpose (i.e. parking of motor vehicles).  
第 1 座 9 樓 B 單位須作住宅用途，地庫一層住宅停車位 [ ] 號須作非住宅用途（即機動車輛的停泊）。
14. Stamp Duty, etc  
印花稅等 : The stamp duty and/or adjudication fee and registration fee payable on the Formal Lease and its counterpart shall be borne solely by the Lessee.  
就正式租約及其副本應繳納的印花稅及/或裁定費及登記費應由承租人單獨承擔。

15. Utility  
公共事業
- : All utility accounts are to be under the Lessee's name. The Lessee is required to change and keep all utility accounts under his name as from the commencement date of the Formal Lease.  
所有公用事業賬戶均應以承租人的名義開立。自正式租約開始之日起，承租人必須更改並保留其名下的所有公用事業賬戶。
16. Rights of Third Parties  
第三方權利
- : The Lessor and the Lessee do not intend any term of this Offer Letter to be enforceable by any person who is not a party to this Offer Letter pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("CRTPO") and agree that this Offer Letter shall be excluded from the applicability of CRTPO.  
根據《合同（第三方權利）條例》（第 623 章）（「條例」），出租人和承租人沒有意圖由非本要約書一方的任何人強制執行本要約書的任何條款，並同意本要約書應排除在條例的適用範圍之外。
17. Remarks  
備註
- : To handover the Premises on 'as-is' basis.  
按本物業現狀交付本物業。
18. Confidentiality Clause  
保密條款
- : The Lessee shall agree that from the date when the lease offer was accepted by the Lessor and thereafter neither the Lessee nor its agents shall make, issue or release any announcement or statement or other disclosure of whatever nature to any person as to the existence or any terms or conditions of the offer or the Formal Lease.  
承租人同意，自出租人接受租約要約之日起，承租人及其代理人不得就要約或正式租約的存在或其任何條款或條件向任何人作出、發布或公開任何公告、聲明或其他任何性質的披露。
19. Intermediary  
中介人
- : The Lessee and the Intermediary confirm and declare as follows:-  
承租人及中介人確認並聲明如下：-
- (i) The Lessee is introduced by the Intermediary to the Lessor and has willingly signed this Offer Letter.  
承租人由中介人介紹給出租人，並自願簽署本要約書。
- (ii) The Intermediary has not made and are not authorized by the Lessor to make any oral or written agreement, representation or undertaking on behalf of the Lessor, and the Lessor is not and will not be liable in any way whatsoever to the Lessee, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.  
中介人沒有代表出租人，也未經出租人授權作出任何口頭或書面協議、陳述或承諾。出租人並不會對承租人、中介人或任何人就中介人作出的任何此類協議、陳述或承諾承擔任何責任。
- (iii) The Lessor is not and will not be involved in any disputes between the Lessee and the Intermediary. The lease of the Premises shall proceed strictly in accordance with the terms and conditions as set out in this Offer Letter and the Formal Lease.  
出租人沒有也不會參與承租人和中介人之間的任何糾紛。本物業的租約應嚴格按照本要約書和正式租約中的條款和條件進行。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

This Offer Letter shall constitute a binding Agreement once it has been signed by both the Lessor and the Lessee.

一旦出租人及承租人簽署本要約書，本要約書即構成具有約束力的協議。

Yours faithfully

謹上

\_\_\_\_\_  
Signature of tenderer as Lessee

作為承租人的投標者簽署

Name of tenderer (as

Lessee)

投標者（作為承租人）姓名 : \_\_\_\_\_

Date

日期 : \_\_\_\_\_

\_\_\_\_\_  
Signature of the Intermediary

中介人簽署

Name of Estate Agent

地產代理姓名

: \_\_\_\_\_

Name of Estate Agency

地產代理行名稱

: \_\_\_\_\_

Estate Agent Licence No.

地產代理牌照號碼

: \_\_\_\_\_

Confirmed and Accepted by the Lessor

由出租人確認及接受

\_\_\_\_\_  
Authorized Signatory

獲授權簽署人

For and on behalf of

Teampearl Company Limited

代表添沛有限公司

**INVITATION FOR TAKING UP THE LEASE WITH AN OPTION TO PURCHASE**

**BY WAY OF**

**PUBLIC TENDER**

公開招標承租(連認購權)以下物業

in respect of

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**Unit B on 9/F of Tower 1 and (if applicable) One  
Residential Parking Space on Basement 1 Floor of  
MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin  
Heights, New Territories, Hong Kong**

香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車位  
一個

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**INVITATION FOR TAKING UP THE LEASE WITH AN OPTION TO PURCHASE**

**BY WAY OF**

**PUBLIC TENDER**

公開招標承租(連認購權)物業

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Tenders are invited for taking up the lease with option to purchase of the following property:-  
現招標承租(連認購權)以下物業，即：

**Unit B on 9/F of Tower 1 and  
(if applicable) One Residential Parking Space on  
Basement 1 Floor of MOUNT ARCADIA, No. 8388  
Tai Po Road Sha Tin Heights, New Territories,  
Hong Kong**

香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車  
位一個

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**TENDER COMMENCES AT 10:00 a.m. ON EVERY DAY FROM 6<sup>th</sup> OCTOBER 2023  
UNTIL 31<sup>st</sup> DECEMBER 2023 (BOTH DAYS INCLUSIVE)  
AND CLOSSES AT 5:00 p.m. ON EVERY DAY FROM 6<sup>th</sup> OCTOBER 2023 UNTIL 31<sup>st</sup>  
DECEMBER 2023 (BOTH DAYS INCLUSIVE)**

招標開始日期及時間由2023年10月6日起至2023年12月31日每日上午10時正(包括首尾兩天)  
而招標截止日期及時間由2023年10月6日起至2023年12月31日每日下午5時正(包括首尾兩天)

**(UNLESS THE PROPERTY IS WITHDRAWN OR SOLD OR LEASED BEFORE THE  
CLOSING DATE AND TIME OF TENDER)**  
(但若在招標截止日期及時間之前物業已被撤回或出售或出租則除外)

Tenders must be submitted on the specified **Form of Tender** from 10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) to 10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) to the office of the Lessor at 16/F, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong**”.

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**香港新界大埔公路沙田嶺段 8388 號畢架·金峰投標書**」，並於**2023年10月6日起至2023年12月31日(包括首尾兩天)每日上午10時正至2023年10月6日起至2023年12月31日(包括首尾兩天)每日下午5時正**時提交至出租人位於香港中環德輔道中121號遠東發展大廈16樓的辦事處。



## TENDER NOTICE

### 招標公告

1. TEAMPEARL COMPANY LIMITED (the “**Lessor**”) invite tenders for taking up the lease with option to purchase (“**Lease**”) of the property described in the **Particulars of the Property** below (the “**Property**”) on the terms and conditions contained in this Tender Notice and the Form of Tender (the “**Form of Tender**”) annexed hereto as **Appendix A**.

添沛有限公司 (以下簡稱「出租人」)現招標按照本招標公告及附件A的投標表格(以下簡稱「投標表格」)所訂明的條款及條件承租(連認購權)(「租約」)以下「物業詳情」所述的物業(以下簡稱「本物業」)。

## **PARTICULARS OF THE PROPERTY**

### **本物業詳情**

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**Unit \_B\_ on \_9\_/F of Tower 1 and (if applicable) One  
Residential Parking Space on Basement 1 Floor of  
MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin  
Heights, New Territories, Hong Kong**

**香港新界大埔公路沙田嶺段 8388 號畢架·金峰  
第 1 座 9 樓 B 單位及(如適用)地庫一層住宅停車  
位一個**

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2. (a) The Lessor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

出租人不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。

- (b) The Lessor reserves the right, at any time before acceptance of a tender, to withdraw the Property from lease or to lease or dispose of the Property or any part of it to any person.

出租人保留權利在接受任何投標書之前的任何時候，撤回本物業不予出租，或將本物業或其任何部份出租予任何人士。

- (c) The Lessor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.

出租人有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間。

3. Tenderers should note the following:-

投標者須注意以下事項：

- (a) Every tenderer should obtain independent legal advice on the terms and conditions of this Tender Notice, the Form of Tender and the offer letter annexed hereto (“**Offer Letter**”) and/or the Lease before he submits his tender.

遞交其投標書前，每位投標者應就本招標公告、投標表格及夾附於此的要約書（「**要約書**」）及/或租約的條款及條件尋求獨立法律意見。

- (b) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of the Offer Letter and/or the Lease to be entered into following acceptance of his tender by the Lessor.

中標者可委託自己的獨立律師代其就在出租人接納其投標書後將會簽訂的要約書及/或租約事宜行事。

- (c) The Lessor’s Solicitors, Kao, Lee & Yip Solicitors, do not act for any tenderers in the process of this tender.

出租人律師，即高李葉律師行，在本投標過程中並不代表任何投標者。

- (d) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the contact detail(s) of his principal including the contact details of the contact person(s) of his principal. Where the tenderer signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Lessor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent’s or attorney’s HKID/Passport shall be submitted with the Form of Tender to the satisfaction of the Lessor.

以投標者身份簽署投標表格的人士須被視作為主事人，除非他於投標表格中披露他僅以代理人或授權人的身份行事(如屬此等情況，他亦須於投標表格中披露其主事人的姓名、地址及聯絡資料，包括其主事人聯絡人的聯絡資料)。若投標者以代理人或授權人的身份為主事人簽署投標表格，作為投標者簽署投標表格的人士將藉着送達投標表格被視為已向出租人保證他已得到主事人的授權填寫、簽署及遞交投標表格。委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及

主事人及代理人或授權人的香港身份證/護照複印本，須隨投標表格一併遞交，以使出租人滿意。

- (e) No person who is not *sui juris* shall be entitled to submit a tender.

無行為能力之人士無權遞交投標書。

- (f) Any tender by any company will not be accepted.

任何公司遞交的任何投標書將不予接受。

- (g) A tenderer may offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space in the Development. Each tenderer must tick the relevant box in the **Form of Tender** to indicate whether the tenderer intends to offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space, and (if applicable) fill in which Residential Parking Space that the tenderer intends to lease. If a tenderer fails to clearly indicate whether the tenderer intends to offer to take up the Lease of the specified residential property together with one (1) Residential Parking Space in the Development or not, it will be deemed that the relevant tenderer only offers to take up the Lease of the specified residential property.

投標者可提出要約承租指明住宅物業連一個發展項目的住宅停車位。每位投標者必須在**投標表格**上在相關方格填上剔號以表示投標者是否提出要約承租指明住宅物業連一個住宅停車位，及（如適用）填寫投標者擬提出要約承租的住宅停車位。如投標者未能清楚表示是否提出要約承租指明住宅物業連一個住宅停車位，相關投標者將被視作只提出要約承租指明住宅物業。

4. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) duly completed and signed by the tenderer and attached with this Tender Notice duly completed and signed by the tenderer (all without any amendment);

採用由投標者填妥並簽署的**投標表格**(一式兩份)並夾附本招標公告(全部未經修改)；

Note: Please date the **Form of Tender**.

註：請於**投標表格**填上簽署日期。

- (b) enclosed in a sealed plain envelope addressed to the Lessor, and clearly marked on the outside of the envelope with the words “**Tender for MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories,**

**Hong Kong**”; and

放入普通信封內封密，信封面須清楚註明致予出租人及「香港新界大埔公路沙田嶺段8388號畢架·金峰投標書」；以及

- (c) placed in the Tender Box labelled “**Mount Arcadia - Tender Box**” and placed at the office of the Lessor at 16/F, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong from the commencement date and time of the tender to the closing date and time of the tender set out below:-

於下述招標開始日期及時間至招標截止日期及時間期間，放入位於香港中環德輔道中 121 號遠東發展大廈 16 樓出租人辦事處擺放的標示為「**畢架·金峰 - 投標箱**」的投標箱內：

Commencement date and time of the tender:

招標開始日期及時間：

**10:00 a.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive)**

由 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天)每日上午 10 時正

Closing date and time of the tender:

招標截止日期及時間：

**5:00 p.m. on every day from 6<sup>th</sup> October 2023 until 31<sup>st</sup> December 2023 (both days inclusive) or any other date and/or time as changed by the Lessor from time to time by amending the Information on Sales Arrangements relating to the Property at the Lessor’s absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property.**

由 2023 年 10 月 6 日起至 2023 年 12 月 31 日(包括首尾兩天)每日每日下午 5 時正或任何其他由出租人藉其絕對權利及酌情決定權透過修改本物業的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業的實際招標截止日期及時間。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 10:00 a.m. and 5:00 p.m. on the last tender closing date (i.e. 31<sup>st</sup> December 2023), the last tender closing date and time will be extended to 5:00 p.m. on the next day on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 10:00 a.m. and 5:00 p.m..

若黑色暴雨警告信號或八號或以上颱風信號在最後招標截止日期當天(即 2023 年 12 月 31 日)上午十時正至下午五時正期間發出，最後截標日期及時間將延至下一個在當天上午十時正至下午五時正期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的日子，截標時間為當天的下午五時正。

5. A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

投標者在遞交投標書時，必須同時附上以下文件：

- (a) A cashier's order in a sum which constitutes 1% of the Option Price (as referred to in the Offer Letter), such sum being part of the lease deposit for the tender, made payable to “**Kao, Lee & Yip Solicitors**” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，金額為認購價(具有要約書提述的涵義)1%的銀行本票，作為部分租金訂金，銀行本票抬頭為「高李葉律師行」。

- (b) An “Acknowledgement Letter Regarding Viewing of Property” (in the form annexed hereto as Appendix F) duly signed by the tenderer.

已由投標者簽署的「物業參觀確認函」(按照附件F所列的格式)。

- (c) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix K) duly signed by the tenderer.

已由投標者簽署的「個人資料收集聲明」(按照附件K所列的格式)。

- (d) Offer Letter (in duplicate) annexed hereto duly signed by the tenderer.

已由投標者簽署夾附此的要約書(一式兩份)。

- (e) An “Acknowledgement Letter regarding Financial Advantages or Benefits” duly signed by the tenderer.

已由投標者簽署的「財務優惠或利益確認函」。

- (f) A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer.

投標者委任之地產代理(如有)的牌照影印副本及名片。

- (g) A copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer.

每一位投標人的香港身份證／護照影印副本。

If the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

若投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**Note: Please do not date the Offer Letter (in duplicate) referred to in (d) above.**

**註：請勿於以上(d)提述的要約書(一式兩份)填上日期。**

6. All cashier's orders forwarded by the tenderers will be retained and will remain uncashed until the Lessor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order submitted therewith will be treated as part of the lease deposit referred to in the Offer Letter. All other cashier's orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

在出租人就收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作要約書中提述之部分租約訂金。所有其他銀行本票將於下文第8條訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。

7. Any amendments to and in a tender may cause the tender to be disqualified.

如投標書中的內容有任何修改，或會令投標者喪失資格。

8. In consideration of the invitation for tender by the Lessor and the Lessor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, each of the tenderers agrees that his tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Lessor on the terms and conditions contained in this Tender Notice, the Offer Letter and the Form of Tender within 14 calendar days after the closing date and time of the tender (the "Acceptance Date").

鑒於出租人作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供出租人在招標截止日期和時間後的14個曆日內(以下簡稱「承約日期」)按照本招標公告、要約書和投標表格所訂明的條款及條件隨時接納。

If a tender is accepted, the successful tenderer shall be the Lessee of the Property (the "Lessee") and: -

投標如獲接納，中標者即成為本物業承租人(以下簡稱「承租人」)：

- (a) the Lessor may accept the offer of the successful tenderer by post, telephone,

fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Lessor will return the successful tenderer one duplicate of the Offer Letter signed by the Lessor and dated not later than the Acceptance Date;

出租人可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。出租人接受後，將交予中標者經出租人簽妥且日期為不後於承約日期之要約書一份；

- (b) the Offer Letter signed by the Lessor shall constitute a binding agreement between the Lessor and the Lessee for the lease of the Property subject to the terms and conditions contained in the Offer Letter;

出租人簽妥的要約書將構成出租人及承租人之間具有約束力的協議，雙方同意按照要約書所訂明之條款及條件出租及承租本物業；

- (c) The cashier's order(s) and/or cheque(s) submitted by the Lessee with the tender will be treated as and applied towards payment of part of the Lease Deposit (as defined under the Offer Letter).

由承租人隨投標遞交的銀行本票及/或支票將視作及用以支付部分租約按金（如要約書所定義）。

- (d) The Lessee shall sign the Lease in the form prepared by the Lessor (as annexed to the Offer Letter) without any amendment thereto within 7 working days after the date of the Offer Letter in accordance with the terms and conditions set out in the Offer Letter.

承租人須按照要約書的條款及條件在要約書日期後的 7 個工作日內簽署租約（根據夾附於要約書的格式及內容），其格式及內容不得更改。

9. Tenderers are advised to note that the Lessor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender, the Offer Letter and/or the Lease and any other documents annexed to this Tender Notice or statutory provisions affecting the Property. All enquiries should be directed to the Lessor at 16<sup>th</sup> Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong (Telephone No. 2850-0600).

投標者須注意，出租人只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格、要約書及/或租約及任何其他夾附於本招標公告之文件或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡出租人，地址為香港中環德輔道中121號遠東發展大廈16樓（電話號碼: 2850-0600）。

10. Any statement, whether oral or written, made and any action taken by any officer or agent of the Lessor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Offer Letter and/or the Lease and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in this Tender Notice, the Form of Tender or the Lease.

出租人任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格或要約書及/或租約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或租約所訂明的任何條款或條件。

11. Tenderers may refer to the “Acknowledgement Letter regarding Financial Advantages or Benefits” annexed hereto for details of the rental rebates.

投標者可參閱夾附此的「財務優惠或利益確認函」以取得租金回贈的詳情。

12. Tenderers may refer to the sales brochure for details of the Property.

投標者可參閱售樓說明書以取得本物業的詳情。

13. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.

如投標者多於一人，所有投標者須負有共同及個別之責任。

14. Where the tenderer submits his tender and makes an offer to take up the lease of the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

倘投標者經由地產代理（以下簡稱「**介紹人**」）介紹予出租人以入標承租本物業，投標者知悉和確認：

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

介紹人或任何其他地產代理均並無亦沒有被出租人授權或准許代出租人許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代出租人應允任何承擔或責任。介紹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，出租人均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且出租人也不受其約束。

- (b) the Lessor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the leasing 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



投標者與介紹人或任何其他地產代理之任何轉讓，一概與出租人無關。本招標及（如投標者的要約獲接受）本物業之租賃將按照本文件條款及交易文件條款進行。

15. Time shall in all respects be of the essence.

時間在各方面均為要素。

16. In the event of any discrepancy between the English and Chinese versions of this Tender Notice, the Tender Submission Checklist, the Form of Tender, Offer Letter and any other documents annexed to this Tender Notice, the English version shall prevail.

如本招標公告、須遞交之文件清單、投標表格、要約書及任何其他夾附於本招標公告之文件的英文文本與中文譯本有任何不一致，一概以英文文本為準。

Date: 4<sup>th</sup> October 2023

日期：2023年10月4日

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## TENDER SUBMISSION CHECKLIST

### 須遞交之文件清單

<u>Item</u> 項目	<u>Document</u> 文件	<u>Remarks</u> 備註
1)	Form of Tender ( <b>Appendix A</b> ) duly completed and signed by the tenderer and <b>attached</b> with the Tender Notice. 已由投標者填妥及簽署的投標表格(附件 A)並夾附招標公告	Submit in <b>DUPLICATE</b> 遞交一式兩份
2)	An “Acknowledgement Letter Regarding Viewing of Property” ( <b>Appendix F</b> ) duly signed by the tenderer. 已由投標者簽署的「物業參觀確認函」(附件 F)。	Submit one signed copy 遞交一份
3)	A “Personal Information Collection Statement” ( <b>Appendix K</b> ) duly signed by the tenderer. 已由投標者簽署的「個人資料收集聲明」(附件 K)。	Submit one signed copy 遞交一份
4)	Offer Letter duly signed by the tenderer. 已由投標者簽署的要約書。	Submit in <b>DUPLICATE</b> 遞交一式兩份
5)	An “Acknowledgement Letter regarding Financial Advantages or Benefits” duly signed by the tenderer. 已由投標者簽署的「財務優惠或利益確認函」。	Submit one signed copy 遞交一份
6)	Cashier’s Order for 1% of the Option Price payable to “Kao, Lee & Yip Solicitors” as part of the lease deposit 金額為認購價 1%的銀行本票，銀行本票抬頭為「高李葉律師行」作為部分租約訂金。	
7)	A copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer. 每一位投標人的香港身份證／護照影印副本。	
8)	A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer 投標者委任之地產代理(如有)的牌照影印副本及名片	

- 9) If the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

若投標表格是由代理人或授權人簽署，主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**FORM OF TENDER**

**投標表格**

Tender for taking up the lease (containing an option to purchase) of:

**Unit \_B\_ on \_9\_/F of Tower [ ] and Residential Parking Space No. ( ) on Basement 1 Floor**

**Unit \_B\_ on \_9\_/F of Tower [ ]**

**of MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong (the “Property”)** as one transaction subject to the terms and conditions contained in this Form of Tender and the Tender Notice (the “**Tender Notice**”) annexed hereto.

茲投標按照本投標表格及夾附於本投標表格之招標公告(以下簡稱「招標公告」)所訂明的條款及條件承租香港新界大埔公路沙田嶺段8388號畢架·金峰

**第1座\_9\_樓\_B\_單位及地庫一層住宅停車位[ ]號**

**第1座\_9\_樓\_B\_單位**

(以下簡稱「本物業」)。

Note: The tenderer must tick the relevant box and (if applicable) fill in which Residential Parking Space the tenderer offers to take up the lease.

備註：投標人必須在相關方格填上剔號及（如適用）填寫投標者提出要約承租的住宅停車位。

To: **TEAMPEARL COMPANY LIMITED**  
(the “**Lessor**”)

致： 添沛有限公司  
(以下簡稱「出租人」)

1. I/We, \_\_\_\_\_  
(HKID Card No(s). / Passport No(s). \_\_\_\_\_)  
of \_\_\_\_\_

(correspondence address in Hong Kong ), having read the Tender Notice annexed hereto hereby irrevocably offer to take up the lease of the Property at the Rent set out in the Offer Letter subject to the terms and conditions set out in the Offer Letter.

本人/我們 \_\_\_\_\_  
(香港身份證號碼 / 護照號碼 \_\_\_\_\_)地址為

\_\_\_\_\_ (個人通訊地址)已閱讀招

標公告，特此提出不可撤銷的要約：本人/我們將按照要約書所訂明的條款及條件，以要約書列明的租金承租本物業。

2. The following are enclosed with this Tender (i.e. this Form of Tender attached with the Tender Notice):-

下列文件連同本投標書(即本投標表格並夾附招標公告)一併附上：

- (a) A Cashier's Order (No. \_\_\_\_\_) (Bank: \_\_\_\_\_) in the sum of Hong Kong Dollars \_\_\_\_\_ (HK\$ \_\_\_\_\_), made payable to "Kao, Lee & Yip Solicitors" as part of the lease deposit.

一 張 金 額 為 港 幣 \_\_\_\_\_ 元 (HK\$ \_\_\_\_\_)，抬頭為「高李葉律師行」的銀行本票(本票號碼：\_\_\_\_\_) (銀行：\_\_\_\_\_)，作為部分租約訂金。

- (b) An "Acknowledgement Letter Regarding Viewing of Property" (in the form annexed to the Tender Notice as Appendix F) duly signed by me/us.

已由本人/我們簽署的「物業參觀確認函」(按照招標公告附件F所列的格式)。

- (c) A "Personal Information Collection Statement" (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.

已由本人/我們簽署的「個人資料收集聲明」(按照招標公告附件K所列的格式)。

- (d) Offer Letter (in duplicate) annexed to the Tender Notice duly signed by the tenderer.

已由投標者簽署夾附於招標公告的要約書(一式兩份)。

- (e) An "Acknowledgement Letter regarding Financial Advantages or Benefits" duly signed by the tenderer.

已由投標者簽署的「財務優惠或利益確認函」。

- (f) A copy of the estate agent's licence and name card of the estate agent (if any) appointed by me/us.

已由本人/我們委任之地產代理(如有)的牌照影印副本及名片。

- (g) A copy of my/our Hong Kong Identity Card(s)/Passport(s).

本人/我們的香港身份證/護照影印副本。

- \***(h)** (applicable if this Form of Tender is signed by an agent or attorney) The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport.

(適用於由代理人或授權人簽署的投標表格) 主事人委託代理人或授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或授權人的香港身份證/護照複印本。

**\* Delete where inapplicable and initial against deletion**

**\* 如不適用，請刪除及在旁加簽**

3. I/We agree that in the event that this Tender is accepted by the Lessor, this Tender (including the Tender Notice, this Form of Tender together with the Offer Letter signed by the Lessor and me/us) shall constitute a binding agreement between the Lessor and me/us and the parties thereto agree that the Lessor shall lease and I/we shall take up the lease of the Property in accordance with the terms and conditions set out in the Tender Notice, this Form of Tender and the Offer Letter.

本人/我們同意如出租人接納本投標書，本投標書(包括招標公告、本投標表格連同出租人和本人/我們簽署之要約書)將構成出租人與本人/我們之間具有約束力的協議，雙方同意按照招標公告、本投標表格及要約書所訂明之條款及條件出租及承租本物業。

Dated the            day of            .

日期為            年            月            日。

## SCHEDULE 附表

### Information of the tenderer(s) 投標人資料：

Name(s) of the Tenderer  
投標者姓名 :

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Signature(s) of the Tenderer/Signature(s)  
of Authorized Signatory(ies) or  
Attorney(s) of Tenderer :  
投標者簽名/投標者獲授權簽署人  
或投標者授權人的簽名

---

Hong Kong Identity Card(s) No(s)/  
Passport(s) No(s) of the Tenderer (with  
copy(ies) attached hereto) :  
投標者香港身份證號碼/ 護照號碼(連同  
其影印副本)

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(applicable if this Form of Tender is signed by an agent or attorney)  
(適用於由代理人或授權人簽署的投標表格)

Name(s) of Principal(s) (if applicable)  
主事人姓名(如適用) :

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Name(s) of Attorney(s) (if applicable) :  
授權人姓名(如適用)

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Hong Kong Identity Card(s) No(s)/  
Passport(s) No(s) of the Attorney(s) (with  
copy(ies) attached hereto) (if applicable) :  
授權人香港身份證號碼/ 護照號碼(連  
同其影印副本)(如適用)

---

Correspondence Address in Hong Kong 投  
標者在香港的通訊地址 :

---

Telephone No(s).  
電話號碼 :

---

Facsimile No(s).  
傳真號碼 :

---

Name of Contact Person of the Tenderer  
(if any) :  
投標者聯絡人姓名(如有)

---

Estate Agent appointed by the Tenderer  
(if any)

投標者委任的地產代理(如有)

:

---

Estate Agent's licence No.  
(with copy of the Estate Agent's licence  
and name card attached hereto)

地產代理的牌照號碼  
(連同牌照影印副本及名片)

:

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Contact Details of the Estate Agent  
appointed by the Tenderer

投標者委任的地產代理之  
聯絡詳情

:

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**OFFER LETTER**

**要約書**

To 致 : TEAMPEARL COMPANY LIMITED 添沛有限公司 (“Lessor” 「出租人」)

Date 日期 : [ ]

**Unit B on the 9 Floor of Tower 1 and Residential Parking Space No. [ ] on Basement 1 Floor, MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights, New Territories, Hong Kong (“Premises”)**  
**香港新界大埔公路沙田嶺段 8388 號畢架·金峰第 1 座 9 樓 B 單位及地庫一層住宅停車位[ ]號 (「本物業」)**

I, \_\_\_\_\_, write to offer to take the lease from the Lessor of the Premises on the following terms and conditions:

本人，即\_\_\_\_\_，根據以下條款及條件，向出租人提出要約租用本物業:

1. Lessor  
出租人 : Teampearl Company Limited  
16th Floor, Far East Consortium Building,  
121 Des Voeux Road Central, Hong Kong  
添沛有限公司  
香港中環德輔道中 121 號遠東發展大廈 16 樓
  
2. Lessee  
承租人 : Name(s) : \_\_\_\_\_  
姓名 : \_\_\_\_\_  
Hong Kong ID No(s)/ Passport No(s). : \_\_\_\_\_  
香港身分證號碼 / 護照號碼 : \_\_\_\_\_  
Address : \_\_\_\_\_  
地址 : \_\_\_\_\_  
Tel No. : \_\_\_\_\_  
電話號碼 : \_\_\_\_\_
  
3. Premises  
本物業 : Unit B on the 9 Floor of Tower 1 and Residential Parking Space No. [ ] on  
Basement 1 Floor, MOUNT ARCADIA, No. 8388 Tai Po Road Sha Tin Heights,  
New Territories, Hong Kong.  
香港新界大埔公路沙田嶺段 8388 號畢架·金峰第 1 座 9 樓 B 單位及地庫一  
層住宅停車位[ ]號
  
4. Lease Commencement Date : \_\_\_\_\_  
租約開始日期 (i.e. at least 14 working days after the date of this Offer Letter).  
(即由此要約書日期後的至少十四個工作日。)
  
5. Term  
租期 : A fixed term of 42 months commencing from the Lease Commencement Date and  
expiring on [ ] (both days inclusive).  
42 個月的固定租期，從租約開始日期起至[ ] (包括首尾兩  
天)。
  
6. Signing of Formal Lease : The Lessee shall sign the formal Lease in the form prepared by the Lessor and  
簽署正式租約 attached hereto (“**Formal Lease**”) without any amendment thereto on or before  
[ ] (i.e. the 7<sup>th</sup> working day after the date of this Offer Letter).  
承租人應在[ ]日或之前(即本要約書日期後的第 7 個  
工作日)簽署由出租人擬定並夾附於本要約書的正式租約(「**正式租約**」)，並  
未對其進行任何修改。

7. Option to Purchase  
認購權 : Please refer to Special Condition No.7 of the Tenth Schedule to the Formal Lease.  
請參閱正式租約附表十的第七條特別條款。
8. Option Price  
認購價 : HK\$ \_\_\_\_\_ 港元  
("Option Price" as defined in the Formal Lease)  
(「認購價」按正式租約所定義)
9. Rent  
租金 : 每年 HK\$ \_\_\_\_\_ per year 港元  
(equivalent to 7% of the Option Price) exclusive of management fees, Government rent and rates, regular checking and maintenance and other outgoings payable annually. The payment of the first year's Rent shall be made upon signing of the Formal Lease in accordance with the terms stipulated therein.  
(相等於認購價的 7%)，不包括管理費、地租和差餉、定期檢查和保養，以及每年應付的其他支出。第一年的租金應在正式租約簽署時按照其中的條款支付。
10. Lease Deposit  
租約按金 : (a) HK\$ \_\_\_\_\_ 港元 (i.e. 1% of the Option Price) being part of the Lease Deposit shall be paid by the Lessee to the Lessor upon signing of this Offer Letter.  
(即認購價的 1%) 作為租約按金的一部分，由承租人在簽署本要約書時向出租人支付。  
  
(b) HK\$ \_\_\_\_\_ 港元 (i.e. 7% of the Option Price) being the remaining part of the Lease Deposit shall be paid by the Lessee to the Lessor upon signing of the Formal Lease.  
(即認購價的 7%) 作為餘下部分的租約按金，由承租人在簽署正式租約時向出租人支付。
11. Outgoings  
支出 : The Lessee shall pay the management fees, Government rent and rates, regular checking and maintenance and all other outgoings of the Premises during the Term in accordance with the terms stipulated in the Formal Lease.  
承租人應根據正式租約的條款，在租期內支付管理費、地租和差餉、定期檢查和保養，以及所有本物業的其他支出。
12. Legal Cost  
法律費用 : Each party shall bear its own legal costs in relation to the preparation, approval and execution of the Formal Lease and its counterpart.  
各方應自行承擔與正式租約及其副本的準備、批准和執行相關的法律費用。
13. Use of Premises  
本物業的用途 : Unit B on the 9 Floor of Tower 1 is for residential purpose, whereas Residential Parking Space No. [ ] on Basement 1 Floor is for non-residential purpose (i.e. parking of motor vehicles).  
第 1 座 9 樓 B 單位須作住宅用途，地庫一層住宅停車位 [ ] 號須作非住宅用途（即機動車輛的停泊）。
14. Stamp Duty, etc  
印花稅等 : The stamp duty and/or adjudication fee and registration fee payable on the Formal Lease and its counterpart shall be borne solely by the Lessee.  
就正式租約及其副本應繳納的印花稅及/或裁定費及登記費應由承租人單獨承擔。

15. Utility  
公共事業
- : All utility accounts are to be under the Lessee's name. The Lessee is required to change and keep all utility accounts under his name as from the commencement date of the Formal Lease.  
所有公用事業賬戶均應以承租人的名義開立。自正式租約開始之日起，承租人必須更改並保留其名下的所有公用事業賬戶。
16. Rights of Third Parties  
第三方權利
- : The Lessor and the Lessee do not intend any term of this Offer Letter to be enforceable by any person who is not a party to this Offer Letter pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("CRTPO") and agree that this Offer Letter shall be excluded from the applicability of CRTPO.  
根據《合同（第三方權利）條例》（第 623 章）（「條例」），出租人和承租人沒有意圖由非本要約書一方的任何人強制執行本要約書的任何條款，並同意本要約書應排除在條例的適用範圍之外。
17. Remarks  
備註
- : To handover the Premises on 'as-is' basis.  
按本物業現狀交付本物業。
18. Confidentiality Clause  
保密條款
- : The Lessee shall agree that from the date when the lease offer was accepted by the Lessor and thereafter neither the Lessee nor its agents shall make, issue or release any announcement or statement or other disclosure of whatever nature to any person as to the existence or any terms or conditions of the offer or the Formal Lease.  
承租人同意，自出租人接受租約要約之日起，承租人及其代理人不得就要約或正式租約的存在或其任何條款或條件向任何人作出、發布或公開任何公告、聲明或其他任何性質的披露。
19. Intermediary  
中介人
- : The Lessee and the Intermediary confirm and declare as follows:-  
承租人及中介人確認並聲明如下：-
- (i) The Lessee is introduced by the Intermediary to the Lessor and has willingly signed this Offer Letter.  
承租人由中介人介紹給出租人，並自願簽署本要約書。
- (ii) The Intermediary has not made and are not authorized by the Lessor to make any oral or written agreement, representation or undertaking on behalf of the Lessor, and the Lessor is not and will not be liable in any way whatsoever to the Lessee, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.  
中介人沒有代表出租人，也未經出租人授權作出任何口頭或書面協議、陳述或承諾。出租人並不會對承租人、中介人或任何人就中介人作出的任何此類協議、陳述或承諾承擔任何責任。
- (iii) The Lessor is not and will not be involved in any disputes between the Lessee and the Intermediary. The lease of the Premises shall proceed strictly in accordance with the terms and conditions as set out in this Offer Letter and the Formal Lease.  
出租人沒有也不會參與承租人和中介人之間的任何糾紛。本物業的租約應嚴格按照本要約書和正式租約中的條款和條件進行。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

This Offer Letter shall constitute a binding Agreement once it has been signed by both the Lessor and the Lessee.

一旦出租人及承租人簽署本要約書，本要約書即構成具有約束力的協議。

Yours faithfully

謹上

\_\_\_\_\_  
Signature of tenderer as Lessee

作為承租人的投標者簽署

Name of tenderer (as  
Lessee)

投標者（作為承租人）姓名 : \_\_\_\_\_

Date

日期 : \_\_\_\_\_

\_\_\_\_\_  
Signature of the Intermediary

中介人簽署

Name of Estate Agent

地產代理姓名 : \_\_\_\_\_

Name of Estate Agency

地產代理行名稱 : \_\_\_\_\_

Estate Agent Licence No.

地產代理牌照號碼 : \_\_\_\_\_

Confirmed and Accepted by the Lessor

由出租人確認及接受

\_\_\_\_\_  
Authorized Signatory

獲授權簽署人

For and on behalf of

Teampearl Company Limited

代表添沛有限公司

**ACKNOWLEDGEMENT LETTER REGARDING VIEWING OF PROPERTY**  
**物業參觀確認函**

Lessor 出租人	Teampearl Company Limited 添沛有限公司
Name of the Development 發展項目名稱	Mount Arcadia 畢架·金峰
Address 地址	8388 Tai Po Road Sha Tin Heights 大埔公路沙田嶺段 8388 號
Property 本物業	Tower ____ 座 Floor ____ 樓 Unit ____ 單位
Lessee(s) 承租人	
I.D./Passport No. 身份證/護照號碼	

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Offer Letter of the Property:  
 本人/我們即下述簽署人，在簽署本物業之要約書之前謹此確認以下事項：

1. Please specify:

請選擇:

- I / We hereby confirm that the Lessor has made the Property available for viewing by me / us prior to my / our signing of the Offer Letter of the Property:

本人/我們確認於簽署本物業之要約書之前，出租人已開放本物業供本人/我們參觀：

- and I / we have viewed the Property on the date stated below prior to my / our signing of the Offer Letter of the Property.

且本人/我們已於下述日期於簽署本物業之要約書之前參觀過本物業。

Date of viewing of the Property 參觀本物業日期: \_\_\_\_\_

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Offer Letter of the Property, and I / we was / were and still am / are willing to proceed to enter into the Offer Letter of the Property without having viewed the Property.

但經充份考慮後，本人/我們自主選擇決定於簽署本物業之要約書之前不參觀本物業，並願意及至今仍願意在沒有參觀本物業的情況下簽署本物業之要約書。

- B.  I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Lessor has made the comparable residential property of the Property stated below available for viewing by me / us prior to my / our signing of the Offer Letter of the Property:

本人/我們確認由於開放本物業予本人/我們參觀並非合理地切實可行，於簽署本物業之要約書之前，出租人已開放下述與本物業相若的住宅物業供本人/我們參觀：

- and I / we have viewed the comparable residential property of the Property on the date stated below prior to my / our signing of the Offer Letter of the Property.

且本人/我們已於下述日期於簽署本物業之要約書之前參觀過與本物業相若的住宅物業。

Date of viewing of the comparable residential property of the Property

參觀與本物業相若的住宅物業日期: \_\_\_\_\_

Comparable residential property of the Property:

與本物業相若的住宅物業： \_\_\_\_\_

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property of the Property prior to my / our signing of the Offer Letter of the Property, and I / we was /

were and still am / are willing to proceed to enter into the Offer Letter of the Property without having viewed the Property or its comparable residential property.

但經充份考慮後本人/我們自主選擇決定於簽署本物業之要約書之前不參觀與本物業相若的住宅物業，並願意及至今仍願意在沒有參觀本物業或其相若住宅物業的情況下簽署本物業之要約書。

Comparable residential property of the Property:

與本物業相若的住宅物業：

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- C.  I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property of the Property to be viewed by me / us, and I / we hereby agree that the Lessor is not required to make such a comparable residential property available for viewing by me / us before the Property is leased to me / us.

本人/我們確認開放本物業予本人/我們參觀並非合理地切實可行，而開放任何與本物業相若的住宅物業供本人/我們參觀亦並非合理地切實可行，本人/我們特此同意出租人無須在本物業出租予本人/我們之前開放與本物業相若的住宅物業供本人/我們參觀。

2. The installation of fixtures, fittings, and furnishings of the Property may not be completed at the time of viewing by the Lessee(s). Lessee(s) is/are advised to refer to the sales brochure / the Fourth Schedule of the lease to be entered into between the Lessor and Lessee(s) for details.

承租人於參觀本物業時，本物業的裝置、設備及傢俱之安裝可能尚未完成，出租人建議承租人參閱售樓說明書/將由出租人與承租人簽訂的租約的附表四以瞭解詳情。

3. I/We confirm that this acknowledgement letter shall continue to have effect and subsist notwithstanding that the Offer Letter does not expressly incorporate the provisions herein mentioned.

本人/我們確認儘管要約書沒有明確包含本確認函的條款，本確認函亦將繼續維持有效及存續。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

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Signature(s) of Lessee(s) 承租人簽署

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Date 日期

## 個人資料收集聲明

### 收集閣下的個人資料

添沛有限公司及遠東發展地產代理有限公司（統稱「本公司」或「我們」）為提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「閣下資料」。本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料（私隱）條例》（486 章）（「條例」）的權利。

### 閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 就我們或 Far East Consortium International Limited（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) 促銷服務、物業、物業發展項目、產品及其他事務（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) 與閣下溝通；
- (x) 調查及處理投訴；
- (xi) 預防或偵測非法或可疑活動；及
- (xii) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

### 轉移閣下資料

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

- (i) 集團任何成員；
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) 閣下物業交易涉及的任何人士；及
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

## 在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
  - (1) 集團成員或合資公司提供的物業或物業發展項目；
  - (2) 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
  - (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
  - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

## 查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為 **香港德輔道中 121 號遠東發展大廈 16 樓**。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

\*\*\*

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

- 請不要向我發送直接促銷資訊。
- 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署：\_\_\_\_\_

姓名：\_\_\_\_\_

日期：\_\_\_\_\_



## **Personal Information Collection Statement**

### **Collection of your personal information**

From time to time, it is necessary for you to supply Teampearl Company Limited and Far East Consortium Real Estate Agency Limited (collectively "the Vendor", "we", "us" or "our") with your personal information and particulars in connection with our provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

This Statement sets out the purposes for which Your Information may be used, your agreement on matters relating to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance").

### **Purposes for which Your Information may be used**

We may use Your Information for one or more of the following purposes from time to time:

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member(s) of Far East Consortium International Limited ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (ix) communicating with you;
- (x) investigating and handling complaints;
- (xi) preventing or detecting illegal or suspicious activities; and
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

### **Transfer of Your Information**

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

- (i) any member(s) of the Group;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

### **Use of Your Information in direct marketing**

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
  - (1) properties or property developments offered by member(s) of the Group or JV Companies;
  - (2) services and products offered by us, other member(s) of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other member(s) of the Group or JV Companies; and
  - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other member(s) of the Group for their use in direct marketing the classes of services and products described in (b) above.

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

### Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong.

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

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

Please do NOT send direct marketing information to me.

Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT LETTER REGARDING FINANCIAL ADVANTAGES OR BENEFITS**  
**財務優惠或利益確認函**

I/We, the undersigned, hereby acknowledge that prior to my/our signing of the Offer Letter of the relevant property (“**the Property**”), I/we understand the following matters:-

本人/吾等，下方簽署人，特此確認，本人/吾等在簽署相關物業(「**本物業**」)的要約書前已清楚明白下述事項：-

**Part I 第一部份**

1. Depending on the payment plan selected by the Purchaser in the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”), the relevant financial advantages or benefits set out in Part II below is made available in connection with the purchase of the Property.  
視乎買方在臨時買賣合約(「**臨時合約**」)所選擇的支付辦法，購買本物業可以連帶獲得第二部份所列的相關財務優惠或利益。
2. (If applicable) The Purchaser shall make an application to the Vendor’s designated financing company (the “**Lender**”) in the prescribed form not less than 60 days before the intended date of drawdown of the mortgage loan.  
(如適用)買方必須不遲於擬提取按揭貸款當日之前 60 天以指定表格向賣方指定的財務機構(「**貸款人**」)作出申請。
3. (If applicable) The Lender has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining or application of the loan, or the guaranteeing or securing the repayment of such a loan or related matters.  
(如適用)貸款人沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
4. (If applicable) The maximum loan amount, interest rate and terms of any loan to be offered by the Lender as set out in Clause 1 of Part II are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the Lender, and may be affected by the laws and the guidelines, announcements, memorandums, etc. issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time (regardless of their binding effect on the Lender).  
(如適用)第二部分第 1 條所載由貸款人提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎貸款人的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公佈、備忘錄等影響(不論是否對貸款人有約束力)。

**Part II 第二部份**

**1. Standby First Mortgage Loan 備用第一按揭貸款**

The Purchaser may apply for a First Mortgage Loan through Far East Real Estate and Agency (H.K.) Limited (the “**First Mortgagee**”) for a maximum loan amount equivalent to 80% of the purchase price\* or 80% of the valuation of the Property (as determined by the First Mortgagee) (whichever is lower) (the “**First Mortgage Loan**”), provided that the loan amount should not exceed the balance of the purchase price payable.

買方可向「遠東物業代理(香港)有限公司」(「**第一承按人**」)申請最高達樓價\*之 80%或本物業估價(由第一承按人釐定)之 80%(以較低者為準)之第一按揭貸款(「**第一按揭貸款**」)，惟貸款金額不可超過應繳付之樓價餘額。

The application of the Purchaser is subject to the following basic terms and conditions:

買方申請受以下基本條款及條件規限：

- (i) The maximum tenor of the First Mortgage Loan shall not exceed 25 years.

第一按揭貸款年期為不長於 25 年。

- (ii) The annual interest rate of the First Mortgage Loan for the 1st - 24th months of the repayment term shall be 2% below the Hong Kong Dollar Best Lending Rate from time to time (“**Prime Rate (P)**”) quoted by the First Mortgagee, the annual interest rate of the First Mortgage Loan for the 25th - 36th months of the repayment term shall be the Prime Rate (P) quoted by the First Mortgagee, and thereafter repayment term shall be 2% over the Prime Rate (P) quoted by the First Mortgagee. (P) is subject to fluctuation. The (P) as at the date of this tender notice is 6% per annum. The final mortgage interest rate will be subject to final approval by the First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor and/or its agent(s) in respect thereof.

第 1 至 24 個月之供款年利率以第一承按人選用之港元最優惠利率(P)減年利率 2%計算，第 25 至 36 個月之供款年利率以第一承按人選用之港元最優惠利率(P)計算，其後之供款年利率為第一承按人選用之港元最優惠利率(P)加年利率 2%計算，(P)為浮動利率，於此招標公告日期(P)為每年 6%。最終按揭利率以第一承按人審批結果而定，賣方及/或其代理並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。

- (iii) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request from the First Mortgagee.

買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在第一承按人要求下提供信貸報告、收入證明及/或銀行紀錄。

- (iv) The Purchaser shall apply in writing to the First Mortgagee for the First Mortgage Loan and submit the application form and the necessary documents not less than 60 days before intended date of drawdown of the First Mortgage Loan.

買方必須於擬提取第一按揭貸款當日之前不少於 60 天，以書面向第一承按人申請第一按揭貸款及遞交申請表及所需文件。

- (v) The First Mortgage Loan shall be secured by a first legal charge over the Property. All legal documents in relation to the First Mortgage Loan (including but not limited to the first legal charge) must be prepared and processed by the solicitors' firm designated by the First Mortgagee. All costs legal fees and other incidental out-of-pocket expenses incurred shall be paid by the Purchaser.

第一按揭貸款以本物業之第一法定押記作抵押。所有第一按揭貸款之文件(包括但不限於第一法定押記)必須由第一承按人指定之律師行擬備及辦理，並由買方負責所有費用、律師費及其他有關支出。

- (vi) If the purchaser successfully draws the related First Mortgage Loan, an administration fee will be payable by the purchaser to the First Mortgagee, the amount of which is equivalent to HKD5000.

買方如成功提取第一按揭貸款，須向第一承按人支付手續費，金額為港幣 5000 元。

- (vii) The Purchaser is advised to enquire with the First Mortgagee about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the First Mortgagee. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the agreement for sale and purchase.

買方敬請向第一承按人查詢有關第一按揭貸款的用途及詳情。就第一按揭貸款批出與否及其條款而言，第一承按人有最終決定權。不論第一按揭貸款獲批與否，買方仍須按本物業的買賣合約完成本物業的交易及繳付本物業的樓價全數。

The date of full repayment of the balance of the First Mortgage Loan shall be the date on which all balances of the First Mortgage Loan are received by the First Mortgagee. If the last day of the period is not a working day

(as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

付清第一按揭貸款餘款日期以第一承按人收到所有第一按揭貸款餘款款項日期為準。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日定為下一個工作日。

- (viii) The terms and conditions and the approval or disapproval of the application for the First Mortgage Loan are subject to the final decision of the First Mortgagee, and are not related to the Vendor and its agent(s) (all of which shall under no circumstances be liable for anything arising therefrom) and the rights of the Vendor under the agreement for sale and purchase of the Property shall not be affected. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor and its agent(s) in respect of the terms and conditions and the approval of applications for the First Mortgage Loan. The Vendor and its agent(s) are not and will not be involved in the arrangement of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and its agent(s) as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

有關第一按揭貸款之批核與否及條款及細則以第一承按人之最終決定為準，與賣方及其代理無關，且於任何情況下賣方及其代理均無需為此負責或賠償，賣方在本物業的買賣合約下的權益亦不受影響。賣方及其代理並無亦不得被視作就第一按揭貸款之條款及細則及批核作出任何不論明示或隱含之陳述，承諾或保證。賣方及其代理並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方及其代理提出任何申索。

- (ix) The First Mortgage Loan is subject to other terms and conditions  
第一按揭貸款受其他條款及細則約束。

- \* The value of all cash rebates (if any) and other benefits (if any) made available to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price as set out in the Preliminary Agreement in determining the maximum loan amount.

在考慮決定最高貸款額時，須先從臨時合約所列售價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈(如有)及其它優惠(如有)的價值。

## 2. Ad Valorem Stamp Duty Benefit 從價印花稅優惠

Subject to the observance and compliance with the terms and conditions set out below and the Preliminary Agreement and/or the Agreement for Sale and Purchase (“ASP”) (collectively referred as the “Chargeable Agreement(s)”) by the Purchaser, the Vendor will pay the ad valorem stamp duty chargeable on the ASP for the Purchaser (subject to a cap at 4.25% of the purchase price of the Property) (“AVD Benefit”). In the event that the Purchaser fails to observe or comply with any of the terms or conditions below and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask for refund of the AVD Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

在買方完全遵守及符合於以下及臨時合約及/或正式買賣合約(「正式合約」)(統稱「應稅協議」)所列的條款及條件的前提下，賣方將會代買方繳付正式合約所需繳付的從價印花稅(上限為本物業樓價的 4.25%)(「從價印花稅優惠」)。若買方未能遵守或符合以下及/或應稅協議內任何條款或條件，賣方有權撤銷及/或要求退還從價印花稅優惠(或其任何部分)，且並不損害賣方於應稅協議或其他的權利及補償。

- (a) The AVD Benefit shall be limited to the amount equivalent to the actual amount of the ad valorem stamp duty payable on the ASP and in any event, shall be capped at the amount equivalent to 4.25% of the purchase price of the Property.

從價印花稅優惠僅限於正式合約所需繳付的從價印花稅的實際款額，及在任何情況下，上限為相等於本物業樓價的 4.25%的款額。

- (b) For the avoidance of doubt, if the ad valorem stamp duty payable on the ASP is less than the AVD Benefit, the difference between the ad valorem stamp duty payment to the Inland Revenue Department and the AVD Benefit shall be retained by the Vendor and will not be provided to the Purchaser. The Purchaser shall not have any claim in this respect.

為免存疑，若正式合約需支付之從價印花稅少於從價印花稅優惠，須支付給稅務局的從價印花稅及從價印花稅優惠之兩者差額將由賣方保存，並不會提供予買方。買方不得就此提出任何申索。

- (c) (if applicable) If the ad valorem stamp duty payable on the ASP is more than the AVD Benefit, the difference between the ad valorem stamp duty assessed by the Inland Revenue Department and the amount of the AVD Benefit will be borne by the Purchaser.

(如適用) 如正式合約應付的從價印花稅多於從價印花稅優惠，買方須承擔須支付給稅務局的從價印花稅及從價印花稅優惠兩者之差額。

- (d) Should the Vendor be required to pay any stamp duty and/or penalty, the Purchaser shall reimburse the Vendor for the full amount of any payment or advance made by the Vendor, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅及／或罰款，買方須向賣方全數償還所有賣方所代支或支付之任何金額，買方並須完全彌償賣方由於催收所有印花稅及／或罰款而招致的所有法律費用、雜項費用及支出。

- (e) The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid ad valorem stamp duty (“**Refund**”) from Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid ad valorem stamp duty (or any part thereof) cease to be payable because of the cancellation or termination of the Preliminary Agreement and/or the ASP or for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the Refund from the competent authorities. The Purchaser hereby agrees that, whether or not there is already any cancellation or termination of the Preliminary Agreement and/or the ASP or not, the Purchaser shall, upon the request of Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund and/or authorize the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time the Vendor deems fit. Nothing herein shall prejudice the Vendor’s other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成本物業的交易，賣方保留向買方追討索償及向稅務局申請退回已繳付的從價印花稅(「**退款**」)之權利。若因臨時合約及/或正式合約被取消或終止或任何原因而不再需要繳付已付之從價印花稅(或其任何部份)，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以容許賣方申請退款的任何相關表格及文件及/或授權賣方申請退款，及為該目的該表格及文件及為其填上日期，填寫其他所需的表格及文件及於賣方認為合適的時候將之遞交到有關當局。於此的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

- (f) Subject to the other provisions herein, if the Purchaser purchases the Property to replace his only other residential property in Hong Kong (“**original property**”), he may, at this own costs and expense, apply to the Inland Revenue Department for refund of ad valorem stamp duty paid on the ASP of the Property in excess of that computed under Scale 2 prescribed by the Stamp Duty Ordinance, subject to and upon compliance with the relevant provisions of the Stamp Duty Ordinance and other requirements as imposed by the Inland Revenue Department **PROVIDED THAT** (i) the Purchaser has already completed the purchase of the Property in accordance with the Chargeable Agreement(s) and complied with in all respects the terms and conditions of the Chargeable Agreement(s) and (ii) the disposal of the original property has already been completed.

受限於此的其他條款，如買方購入本物業以取代他唯一擁有的另一香港住宅物業(「**原物業**」)，買方可自費向稅務局申請退還部分的從價印花稅(相當於本物業的正式合約下的已繳付的從價印花稅與按《印花稅條

例》指定的第 2 標準稅率計算的從價印花稅的差額)(惟須受制於及遵守《印花稅條例》的相關條文及稅務局的其他要求)，**惟前提是**(i)買方須按應稅協議已經完成本物業之買賣及已經遵守應稅協議所列的所有條款及條件及(ii)處置原物業的交易已經完成。

- (g) The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the AVD Benefit (or any part thereof) for whatever reason.

於任何情況下，無論因任何延遲或逾期繳付/發放從價印花稅優惠（或其任何部分）或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。

- (h) The rights or benefits conferred on the Purchaser hereunder are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

於此授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。

### 3. **Sitting Tenant Benefit 現有承租人優惠**

#### Part A 第 A 部分

##### **(A) Sitting Tenant 100% Rental Rebate Plan (Payment Plan (3))**

##### **現有承租人 100%租金回贈計劃(支付計劃 (3))**

(Only applicable to the Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the 1st month of the lease term up to and inclusive of the last day of the 12th month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor)

(只適用於以下買方：買方須為本物業的現有承租人，並於租期第一個月至及包括租期第十二個月的最後一天內購買本物業而並非根據賣方授予之認購權(如有)購買本物業)

- (a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered rebates as set out in the table in Part B below upon completion of the sale and purchase of the Property:-

受限於買方對以下細則之遵守，買方將會於本物業買賣完成時獲得以下表格條款回贈:-

- (i) the Purchaser (as tenant) has entered into a lease (in such form and content as specified by the Vendor) (“**Lease**”) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;

買方(作為租客)與賣方(作為業主)就買方購買的本物業已簽定一份租約 (租約格式及內容由賣方訂明) (「**租約**」);

- (ii) the Purchaser is the sitting tenant of the Property;

買方為本物業現有承租人;

- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);

買方在整個租約期內或直至本物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;

- (iv) there is no rental arrears under the Lease;

租約下沒有欠繳租金;

- (v) the Purchaser has duly paid the Purchase Price as follows:-

買方已按照以下方式支付樓價: -

- (a) 5% of the Purchase Price being Preliminary Deposit shall be paid upon signing of the Preliminary Agreement; and  
相等於售價 5%之臨時訂金於買方簽署臨時合約時繳付; 及
- (b) 95% of the Purchase Price being the balance of the Purchase Price shall be paid within 90 days after the date of the Preliminary Agreement; and  
售價餘額(即售價 95%)於買方簽署臨時合約後 90 天內繳付; 及
- (vi) completion of the sale and purchase of the Property shall take place on or before the expiration of the lease term of the Property.  
本物業之買賣須於本物業之租期屆滿時或之前完成。

**(B) Sitting Tenant 100% Rental Rebate Plan (Payment Plan (4))**

**現有承租人 100%租金回贈計劃(支付計劃 (4))**

(Only applicable to the Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the 13th month of the lease term up to and inclusive of the last day of the 24th month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor)

(只適用於以下買方: 買方須為本物業的現有承租人, 並於租期第十三個月至及包括租期第二十四個月的最後一天內購買本物業而並非根據賣方授予之認購權(如有)購買本物業)

- (a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered rebates as set out in the table in Part B below upon completion of the sale and purchase of the Property:-  
受限於買方對以下細則之遵守, 買方將會於本物業買賣完成時獲得以下表格條款回贈:-
  - (i) the Purchaser (as tenant) has entered into a lease (in such form and content as specified by the Vendor) (“Lease”) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;  
買方(作為租客)與賣方(作為業主)就買方購買的本物業已簽定一份租約 (租約格式及內容由賣方訂明) (「租約」);
  - (ii) the Purchaser is the sitting tenant of the Property;  
買方為本物業現有承租人;
  - (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);  
買方在整個租約期內或直至本物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;
  - (iv) there is no rental arrears under the Lease;  
租約下沒有欠繳租金;
  - (v) the Purchaser has duly paid the Purchase Price as follows:-  
買方已按照以下方式支付樓價:-
    - (a) 5% of the Purchase Price being Preliminary Deposit shall be paid upon signing of the Preliminary Agreement; and  
相等於售價 5%之臨時訂金於買方簽署臨時合約時繳付; 及
    - (b) 95% of the Purchase Price being the balance of the Purchase Price shall be paid within 90 days after the date of the Preliminary Agreement; and  
售價餘額(即售價 95%)於買方簽署臨時合約後 90 天內繳付; 及



- (vi) completion of the sale and purchase of the Property shall take place on or before the expiration of the lease term of the Property.

本物業之買賣須於本物業之租期屆滿時或之前完成。

**(C) Sitting Tenant 80% Rental Rebate Plan (Payment Plan (5))**

**現有承租人 80%租金回贈計劃(支付計劃 (5))**

(Only applicable to the Purchaser who is the sitting tenant of the Property and who purchases the Property within the period between the 25th month of the lease term up to and inclusive of the last day of the 36th month of the lease term but not pursuant to any option to purchase (if any) granted by the Vendor)

(只適用於以下買方: 買方須為本物業的現有承租人, 並於租期第二十五個月至及包括租期第三十六個月的最後一天內購買本物業而並非根據賣方授予之認購權(如有)購買本物業)

- (a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered rebates as set out in the table in Part B below upon completion of the sale and purchase of the Property:-  
受限於買方對以下細則之遵守, 買方將會於本物業買賣完成時獲得以下表格條款回贈:-

- (i) the Purchaser (as tenant) has entered into a lease (in such form and content as specified by the Vendor) (“Lease”) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;

買方(作為租客)與賣方(作為業主)就買方購買的本物業已簽定一份租約 (租約格式及內容由賣方訂明) (「租約」);

- (ii) the Purchaser is the sitting tenant of the Property;

買方為本物業現有承租人;

- (iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);

買方在整個租約期內或直至本物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;

- (iv) there is no rental arrears under the Lease

租約下沒有欠繳租金;

- (v) the Purchaser has duly paid the Purchase Price as follows:-

買方已按照以下方式支付樓價:-

- (a) 5% of the Purchase Price being Preliminary Deposit shall be paid upon signing of the Preliminary Agreement; and

相等於售價 5%之臨時訂金於買方簽署臨時合約時繳付; 及

- (b) 95% of the Purchase Price being the balance of the Purchase Price shall be paid within 90 days after the date of the Preliminary Agreement; and

售價餘額(即售價 95%)於買方簽署臨時合約後 90 天內繳付; 及

- (vi) completion of the sale and purchase of the Property shall take place on or before the expiration of the lease term of the Property.

本物業之買賣須於本物業之租期屆滿時或之前完成。

**(D) Option to Purchase Payment Plan (Payment Plan (6))**

**租客認購權計劃(支付計劃 (6))**

(Only applicable to the Purchaser who is the sitting tenant of the Property and who purchases the Property pursuant to an option to purchase granted by the Vendor after the 36th month of the lease term but on or before the expiration of the last day of the 41st month of the lease term)

(只適用於以下買方：買方須為本物業的現有承租人，並於租期第三十六個月後至租期第四十一個月的最後一天屆滿或之前，根據賣方授予之認購權購買本物業)

(a) Subject to the compliance with all the following conditions by the Purchaser, the Purchaser will be offered rebates as set out in the table in Part B below upon completion of the sale and purchase of the Property:-  
受限於買方對以下細則之遵守，買方將會於本物業買賣完成時獲得以下表格條款回贈:-

(i) the Purchaser (as tenant) has entered into a lease containing an option to purchase which is only exercisable by the Purchaser as tenant after the 36th month of the commencement date of the lease term but on or before the expiration of the last day of the 41st month of the lease term (in such form and content as specified by the Vendor) (“Lease”) with the Vendor (as landlord) in respect of the Property purchased by the Purchaser;

買方(作為租客)與賣方(作為業主)就買方購買的本物業已簽定一份租約，其中含有僅限於買方作為租客於租期第三十六個月後至租期第四十一個月的最後一天屆滿或之前行使的認購權(租約格式及內容由賣方訂明) (「租約」);

(ii) the Purchaser is the sitting tenant of the Property;  
買方為本物業現有承租人;

(iii) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);  
買方在整個租約期內或直至本物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;

(iv) the Purchaser has duly served an Option Notice (as defined in the Lease) (in such form and content as specified by the Vendor and attached to the Lease) on the Vendor in accordance with the Lease;  
買方按照租約的規定已向賣方提供一份認購通知書(按租約所定義) (格式及內容由賣方訂明並附夾於租約);

(v) there is no rental arrears under the Lease;  
租約下沒有欠繳租金;

(vi) the Purchaser has duly paid the Purchase Price (equivalent to the Option Price as defined in the Lease) as follows:-  
買方已按照以下方式支付樓價(等於租約定義的認購價):-

(a) 5% of the Purchase Price being Preliminary Deposit shall be paid upon signing of the Preliminary Agreement; and  
相等於售價 5%之臨時訂金於買方簽署臨時合約時繳付; 及

(b) 95% of the Purchase Price being the balance of the Purchase Price shall be paid (i) within 90 days after the date of the Preliminary Agreement or (ii) on or before the expiration of the lease term, whichever is the earlier; and  
售價餘額(即售價 95%)於(i) 買方簽署臨時合約後 90 天內繳付 或 (ii) 租期屆滿或之前繳付，以較早者為準; 及

- (vii) completion of the sale and purchase of the Property shall take place on or before the expiration of the lease term of the Property.

本物業之買賣須於本物業之租期屆滿時或之前完成。

Part B 第 B 部分

<b>Payment Plan 支付計劃</b>	Sitting Tenant 100% Rental Rebate Plan (Payment Plan (3)) 現有承租人 100% 租金回贈計劃(支付計劃 ((3))	Sitting Tenant 100% Rental Rebate Plan (Payment Plan (4)) 現有承租人 100% 租金回贈計劃(支付計劃 ((4))	Sitting Tenant 80% Rental Rebate Plan (Payment Plan (5)) 現有承租人 80% 租金回贈計劃(支付計劃 ((5))	Option to Purchase Payment Plan (Payment Plan (6)) 租客認購權計劃(支付計劃 (6))
<b>Date of Preliminary Agreement 臨時合約日期</b>	Within the period between the first day of the 1st month up to and inclusive of the last day of the 12th month of the lease term 租期第一個月的第一天至及包括租期第十二個月的最後一天內	Within the period between the first day of the 13th month up to and inclusive of the last day of the 24th month of the lease term 租期第十三個月的第一天至及包括租期第二十四個月的最後一天內	Within the period between the first day of the 25th month up to and inclusive of the last day of the 36th month of the lease term 租期第二十五個月的第一天至及包括租期第三十六個月的最後一天內	Within the period between the first day of the 37th month up to and inclusive of the last day of the 41st month of the lease term 租期第三十七個月的第一天至租期第四十一個月的最後一天內
<b>Amount of Rebate 回贈金額</b>	(1) 100% of the total sum of the rent actually and already paid under the Lease 根據租約實際已支付的租金總和之 100%  (2) 9% of the Purchase Price 樓價 9%  (3) *(only if applicable) 3% of the Purchase Price (如適用) 樓價 3%	(1) 100% of the total sum of the rent actually and already paid under the Lease 根據租約實際已支付的租金總和之 100%  (2) 7% of the Purchase Price 樓價 7%  (3) *(only if applicable) 3% of the Purchase Price (如適用) 樓價 3%	(1) 80% of the total sum of the rent actually and already paid under the Lease 根據租約實際已支付的租金總和之 80%  (2) 5% of the Purchase Price 樓價 5%  (3) *(only if applicable) 3% of the Purchase Price (如適用) 樓價 3%	(1) 60% of the total sum of the rent actually and already paid under the Lease 根據租約實際已支付的租金總和之 60%  (2) *(only if applicable) 3% of the Purchase Price (如適用) 樓價 3%

\*Only if the Purchaser has not applied for Standby First Mortgage Loan as referred to in Clause 1 of Part II above  
只限不會申請以上第二部分第 1 條所列明的備用第一按揭貸款的買方

- (i) The rebates set out in the table above will be directly applied as part of the balance of the Purchase Price.  
上述表格提述的回贈將直接用作支付樓價的部分餘額。

- (ii) For the avoidance of doubt, save and except where it is actually applied as part of balance of Purchase Price pursuant to the table above, the remaining balance of the total sum of the rent actually and already paid by the tenderer which has not been applied as part of Purchase Price will not be refunded by the Vendor to the Purchaser under any circumstances.

為免生疑問，除買方根據上述表格將實際已支付的部分租金直接用於支付樓價的部分餘額之外，實際已支付的租金總額的餘額而並未用作支付部分樓價，賣方在任何情況下都不會退還給買方。

- (iii) The rebates set out in the table above are subject to other terms and conditions.

上述表格提述的回贈受其他條款及細則所約束。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

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Signature(s) of Tenderer(s) 投標者簽署

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Date 日期