此招標文件範本僅供參考，並不可下載或列印作任何用途，包括但不限於投標購買發展項目中的任何住宅物業。

These templates of Tender Documents are for reference only and shall not be downloaded or printed for any purpose, including without limitation, tender for purchase of any residential property of the development.

適用於招標號碼第 2-T[ ]號
Applicable to Tender Number 2-T[ ]

載有下述物業招標條款之招標公告

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF THE PROPERTIES BELOW

香港九龍啟德沐泰街 9 號嘉峯匯的下列指明住宅物業（但物業已出售或若在招標截止時限之前物業已暫停出售則除外）:-

The following specified residential properties of K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong (unless the property is sold or the property is suspended for sale before the closing deadline of the tender):-

下列**第 1A 座**之單位 The following units in **Tower 1A**:
[2E, 3E, 5E, 8E, 9E,10E, 11E, 16E, 17E, 18E, 19E, 22E, 23E, 26E, 27E, 28E, 29E, 31E, 32E, 33E, 35E, 36E, 38E]

下列**第 2B 座**之單位 The following units in **Tower 2B**:
[5B, 7B, 8B, 9B, 10B, 11B, 12B, 15B, 16B, 17B, 18B, 19B, 20B, 21B, 22B, 23B, 25B, 26B, 27B, 30B, 31B, 32B, 33B, 35B, 36B, 37B, 38B, 39B, 40B]

日期 Date: [ ]

發出人 : 世紀基業有限公司（「**賣方**」）
From : Century Basis Limited (the "**Vendor**")

致：投標人
To: Tenderers

(1) 有意認購人士可投標認購其中任何數目或全部上述物業。作出要約購買的一個或多於一個物業下文稱為（或如多於一個物業統稱為）「**該物業**」。
An interested person may submit a tender to purchase any or all of the above properties. The one or more properties a tenderer makes an offer to purchase will be referred to (collectively if more than one property) as the "**Property**".

(2) 如欲作出要約購買該物業，閣下須:-
To make an offer to purchase the Property, you shall:-

(a) 填妥及簽署本文件下文要約部份（「**要約部份**」）<u>一式三份</u>（不得修改本文件）；
complete and sign the Offer Section of this document below ("**Offer Section**") **<u>in triplicate</u>** (without any amendment to this document);

(b) 填妥及簽立一式三份的該物業之臨時買賣合約（「**臨時買賣合約**」）（其格式附夾於本文件，不得作出修改），並必須按其註之指示，寫明該物業的投標價（即其中定義的售價）及臨時訂金數目及以剔號選定的付款條款；
complete and execute **in triplicate** the preliminary agreement for sale and purchase of the Property ("**PASP**") (in the enclosed form, no amendment is allowed) **with the tendered purchase price (being the Purchase Price therein defined) and the amount of preliminary deposit inserted, and the terms of payment selected by ticking the appropriate box, all in accordance with the notes therein**;

(c) 填妥及簽署下列各項（其格式附夾於本文件，不得修改）：
complete and sign the enclosed form(s) of the following without any amendment:

(i) 對買方的警告（一式三份）
Warning to Purchasers (**IN TRIPLICATE**)

(ii) 附函（有關「備用第二按揭貸款」）（一式三份）（只適用於在簽立之臨時買賣合約中揀選付款條款選擇 C 或選擇 E）
Side Letter (regarding "Standby Second Mortgage Loan") (**IN TRIPLICATE**) (only applicable to selection of Terms of Payment Option C or Option E under the executed PASP)

(iii) 改動確認函（一式三份）(只適用於 1A 座 E 單位)
Acknowledgement Letter regarding Alterations (**IN TRIPLICATE**) (only applicable to Flats E of Tower 1A)

請勿於臨時買賣合約或於上述(c)(ii)段及(c)(iii)中所述的文件上填寫簽署日期或「臨時合約日期」。
Please do not date the PASP, or date or insert the "Date of PASP" in the documents stated in paragraphs (c)(ii) and (c)(iii) above.

至於上述「對買方的警告」，請於簽署時填寫簽署日期。
For the said "Warning to Purchasers", please insert the date on which you sign the same.

如投標人屬法團，該投標人必須為根據香港法律註冊成立的有限公司，而上述文件必須由投標人的至少一位董事簽署。於簽定該物業的正式買賣合約（「**正式合約**」）前，投標人的董事及/或股東不可作出轉變。
If a tenderer is a corporation, the tenderer should be a limited company incorporated under the laws of Hong Kong and the documents above MUST BE signed by at least 1 director of the tenderer. There shall not be any change in director(s) and/or shareholder(s) of the tenderer before the signing of the formal agreement for sale and purchase of the Property ("**ASP**").

(3) 閣下須於有關該物業的銷售安排資料所列之招標期及時間即 **[ ]年[ ]月[ ]日當天由下午 3 時起至下午 6 時止期間**把下述各項連同本文件（要約部份須如上所述填妥及簽署），一併以註明「**嘉峯匯投標 – 銷售安排(第 2 號)**」的密封信封投入香港北角渣華道 191 號嘉華國際中心 1 樓（「**收標處**」）註明「**嘉峯匯銷售安排(第 2 號)**」的收標箱內。**請注意：賣方有全權透過修改上述的銷售安排資料不時更改上述的招標截止日期及/或時間**。

You shall submit to the Vendor the following items, together with this document (with its Offer Section completed and signed by you as aforesaid), in a sealed envelope marked **"K.Summit Tender – Sales Arrangements (No.2)"** by inserting the same into the tender box marked "**K.Summit – Sales Arrangements (No.2)**" located at 1st Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong ("**Place of Tender Submission**") during the tender period and time of the tender as stated in the Information on Sales Arrangements relating to the Property being the period from **3 p.m. to 6 p.m. of [ ]**. **Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements above**.

收標處開放時間詳列如下：
Opening hours of the Place of Tender Submission are set out below:

由下午 3 時至下午 6 時（[ ]年[ ]月[ ]日當天）
From 3 p.m. to 6 p.m. (on [ ] only).

(a) 經閣下填妥及簽立之上述第（2）段所述的文件（請注意：所有文件需提交一式三份）；
your completed and executed documents referred to in (2) above (Note: All documents **in triplicate**);

(b) (A) 一張或多張由香港持牌銀行發出，總金額最少為港幣 300,000 的港幣銀行本票；及 (B) 一張或多張用以支付臨時訂金（臨時訂金金額等於閣下出價 5%）餘額的支票；(A)及(B)兩者金額之總和等於閣下出價 5%，而上述所有本票及支票（如適用）抬頭人須為"貝克•麥堅時律師事務所"（即賣方律師）；及
(A) one or more Hong Kong Dollar cashier's order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK$300,000; and (B) one or more cheque(s) for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price you offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price you offered, and the above cashier's order(s) and cheque(s) (if applicable) shall all be made payable to "Baker & McKenzie", the Vendor's solicitors; and

(c) 閣下身份證明文件副本*（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照）；而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證）。*

copy(ies) of your identification document(s) *(note: If the tenderer concerned is a natural person, the HKID card and where not applicable, other valid identification document, such as, the passport. If the tenderer concerned is a company, the certificate of incorporation and the certificate of change of name (if any) and the business registration certificate).*

(4) 閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於有關銷售安排資料中訂明的下一個出售日**（「指明日期」） 下午 1 時及之前**不能收回及可供賣方接受，而一經賣方接受，閣下與賣方之間即受有效的「臨時買賣合約」約束。

Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 1:00 p.m. on the next date of sale as prescribed in the concerned Information on Sales Arrangements** (the "**Specified Date**") and, on acceptance by the Vendor, the PASP shall become binding between you and the Vendor.

(5) 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。賣方不接受遲交之標書。

Any tender submitted which is qualified by other terms, conditional or is not in conformity with the forms herein contained or enclosed may not be considered by the Vendor. Late tenders will not be accepted.

(6) 賣方可透過郵寄、傳真或電郵至要約部份中所填寫之地址／傳真號碼／電郵地址或其他任何有效方法接受閣下的要約。賣方接受後，將盡快向閣下交回一份經賣方簽立且日期為不後於指明日期之臨時買賣合約。

The Vendor may accept your offer by post, fax or email to the address / fax number / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one counterpart of the PASP executed by the Vendor with the date not later than the Specified Date as soon as practicable.

(7) 在賣方尚未決定接受閣下要約前，閣下所提交之本票及/或支票（如適用）將不作兌現。倘賣方接受閣下要約，本票及/或支票（如適用）將作兌現，而金額將視作「臨時買賣合約」項下的該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票及/或支票（如適用）將不作兌現，且經預約閣下可領回本票及/或支票（如適用），惟賣方

亦可將本票及/或支票（如適用）以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

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

(8) 賣方並不承諾亦無責任閱覽、考慮或接受認購該物業最高出價之要約或任何要約。賣方有全權於接受購買該物業要約前於任何時間撤回出售該物業。賣方有全權透過修改與此相關的銷售安排資料不時更改上述之招標截止日期及/或時間。

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

(9) 成功中標的投標人須於臨時買賣合約日期後的 5 個工作天內簽署正式合約。

The successful tenderer shall sign the ASP within 5 working days after the date of the PASP.

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

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

(a) 中介人並無亦無權力代賣方許下任何口頭或書面的陳述、保證或承諾或代表賣方應允任何承擔或責任，而賣方亦無義務或責任代中介人履行任何承諾或責任；

the Intermediary has not made and is not authorised to make any oral or written representation, warranty or promise on behalf of the Vendor or agreed to any obligation or responsibility on behalf of the Vendor, and the Vendor is not under any obligation or responsibility to perform any promise or responsibility on behalf of the Intermediary;

(b) 賣方並無直接或間接，亦無授權任何其公司職員向投標人或中介人收取樓價以外任何利益、費用或佣金。投標人如遇任何人士以賣方的僱員之名義向其索取任何利益時，投標人應速向廉政專員公署(ICAC)舉報；及
the Vendor has not and has not authorised any of its staff to collect directly or indirectly from the tenderer(s) or the Intermediary any benefits, fees or commission in addition to the purchase price of the Property. If any person(s) allege(s) to be the staff of the Vendor demanding any benefits from the tenderer(s), the tenderer(s) should report promptly to the Independent Commission Against Corruption (ICAC); and

(c) 投標人與中介人之任何轇輵，概與賣方無涉，投標人不得以該等轇輵為由拖延進行及完成上述物業之買賣。
The Vendor is not and will not be involved in any disputes between the tenderer(s) and the Intermediary, and the tenderer(s) shall not delay the carrying out and completion of the sale and purchase of the Property for the reason of any such disputes.

中介人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。
Whether the Intermediary is the estate agent introducing you to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor's confirmation.

(11) 閣下須注意賣方律師在本招標過程中並不會代表閣下。
You should note the Vendor's solicitor do not act for you in the process of this tender.

(12) 賣方律師發出之買家須知及印花稅須知附夾於本文件以供閣下參考。
Notice to Purchasers and Note on Stamp Duty prepared by the Vendor's solicitors are enclosed herewith for your reference.

(13) 特此建議閣下就本文件之條款及附夾於本文件之各表格之條款向閣下律師尋求獨立意見。
You are advised to instruct your own solicitors to advise you independently on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.

(14) 本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下的專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。
This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional

advisor(s) but only for purposes of obtaining professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

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

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

(16) 儘管本文件的某條款看來是賦予任何非投標人的人士一項利益，非投標人的人士無權根據«合約(第三者權利)條例»(第 623 章)強制執行本文件的任何條文或享有本文件的任何條文的利益。

Notwithstanding that a term of this document purports to confer a benefit on any person who is not a tenderer, a person who is not a tenderer shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this document.

(17) 本文件之中文譯本謹供參考之用，如有爭議，將以英文本為準。

The Chinese version of this document is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

如有任何問題，請致電本發展項目的熱線（2880 8268）查詢。

Should you have any query, please call the hotline of this development: 2880 8268.

要約部份

OFFER SECTION

由投標者填妥及簽署：

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

A. 我/吾等特此向賣方提交招標公告第（2）段所述之文件如下（請標上“√”）：

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

☐ 已填妥及簽立之臨時買賣合約（一式三份）

the completed and executed PASP **(IN TRIPLICATE)**

☐ 已簽署的該物業之對買方的警告（一式三份）

the signed Warning to Purchasers of the Property **(IN TRIPLICATE)**

☐ 已簽署的附函（有關「備用第二按揭貸款」）（一式三份）（只適用於在簽立之臨時買賣合約中揀選付款條款選擇 C 或選擇 E）
the signed Side Letter (regarding "Standby Second Mortgage Loan") **(IN TRIPLICATE)** (only applicable to selection of Terms of Payment Option C or Option E under the executed PASP)

☐ 已簽署的改動確認函（一式三份）(只適用於 1A 座 E 單位)
the signed Acknowledgement Letter regarding Alterations **(IN TRIPLICATE)** (only applicable to Flats E of Tower 1A)

☐ (A) 一張或多張由香港持牌銀行發出，總金額最少為港幣 300,000 的港幣銀行本票；及 (B) 一張或多張用以支付臨時訂金（臨時訂金金額等於出價 5%）餘額的支票；(A)及(B)兩者金額之總和等於出價 5%；而上述所有本票及支票（如適用）抬頭人須為"貝克•麥堅時律師事務所"（即賣方律師）；及
(A) one or more Hong Kong Dollar cashier's order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK$300,000; and (B) one or more cheques for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price offered, and the above cashier's order(s) and cheque(s) (if applicable) shall all be made payable to "Baker & McKenzie", the Vendor's solicitors; and

☐ 所有投標人的身份證明文件之副本
copy(ies) of identification document(s) of all tenderers

B. 相關關係聲明 Declaration of Relationship

I.

	請於表格中適用的方格填上“✓” 或 “X” 以確認存在或不存在相關關係 Please put “✓” or “X” in the appropriate box to indicate the existence or absence of the relationship(s) concerned.	投標人編號 （見下文 D 段） Tenderer(s) No. (see para. D below)			
		1	2	3	4
A.	我/我們現確認我/我們是獨立第三者，與賣方並非有關連人士。 I/We hereby confirm that I/We am/are an independent third party, and am/are not a related party to the Vendor.	☐	☐	☐	☐
B.	我/我們現確認我/我們是賣方之關連人士。 I/We hereby confirm that I/We am/are a related party to the Vendor. 我/我們現進一步確認，我/我們是：I/We hereby further confirm that I/We am/are:	☐	☐	☐	☐
	賣方的董事 a director of the Vendor	☐	☐	☐	☐
	賣方董事的父母 a parent of a director of the Vendor	☐	☐	☐	☐
	賣方董事的配偶 a spouse of a director of the Vendor	☐	☐	☐	☐
	賣方董事的子女 a child of the director of the Vendor	☐	☐	☐	☐
	賣方的經理 a manager of the Vendor	☐	☐	☐	☐
	上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司 a private company of which such a director, parent, spouse, child or manager is a director or shareholder	☐	☐	☐	☐
	賣方的有聯繫法團或控權公司 an associate corporation or holding company of the Vendor	☐	☐	☐	☐
	上述有聯繫法團或控權公司的董事 a director of such an associate corporation or holding company	☐	☐	☐	☐
	上述有聯繫法團或控權公司的董事的父母 a parent of a director of such an associate corporation or holding company	☐	☐	☐	☐
	上述有聯繫法團或控權公司的董事的配偶 a spouse of a director of such an associate corporation or holding company	☐	☐	☐	☐
	上述有聯繫法團或控權公司的董事的子女 a child of a director of such an associate corporation or holding company	☐	☐	☐	☐
	上述有聯繫法團或控權公司的經理 a manager of such an associate corporation or holding company	☐	☐	☐	☐

II. Holding Company(ies) of the Vendor are:

i. K. Wah International Holdings Limited
ii. Sutimar Enterprises Limited
iii. K. Wah Stone (Holdings) Limited
iv. K. Wah Properties Investment Limited

賣方的控權公司為：

i. 嘉華國際集團有限公司
ii. Sutimar Enterprises Limited
iii. 嘉華石業（集團）有限公司

iv. 嘉華房產投資有限公司

III. 我/我們同意當我/我們於上表所填之資料有所變化後立即通知賣方。
I/We agree to inform the Vendor immediately should there be any change in the information I/we set out in the table above.

C. 收集個人資料聲明 Personal Information Collection Statement

I. 賣方需要投標人的個人資料，例如姓名、身份證明文件號碼及其所載的資料(包括但不限於出生日期)、八達通編號、聯絡電話號碼、傳真號碼、物業、電郵及聯絡地址及相片等作不同用途，包括處理該物業招標、於中標後該物業的買賣、交樓及後續執修相關事宜、一般聯絡、為投標人提供該物業售後服務、為投標人於相關網站及/或手機程式及/或其他電子方式提供有關該物業之電子服務、透過物業管理公司為投標人提供物業管理及會所相關的服務、遵守法律的規定及為可能向投標人提供之任何服務及/或設施而進行的識別及核實等用途。如投標人未有提供上述的資料，賣方將不能夠處理該物業買賣相關事宜及/或提供上述之其他服務。除上文所述的資料外，投標人亦可自願地向賣方提供賣方所要求的其他資料。賣方在任何時候都會將投標人的個人資料保密，惟賣方可能將投標人的個人資料，就上述一項或多項用途向嘉華集團的任何成員公司（包括但不限於嘉華地產有限公司、嘉華國際集團有限公司、捷盛（物業管理）有限公司及其附屬公司）及/或其代理人、分代理人、承辦商及僱員，及/或任何適當的政府或監管機構作出披露和移轉。投標人有權確認賣方是否持有投標人的個人資料，並獲取該等資料之副本，以及改正任何錯誤之資料。投標人亦可要求賣方通知投標人賣方所持有之個人資料類別。投標人可透過電郵或書面郵寄以及其他的方式按以下郵址或聯絡地址與賣方的個人資料專員聯絡（請在通訊中註明「保密」及「香港地產 - 個人資料專員」等字眼）要求查閱或改正投標人的個人資料或了解賣方的資料保護政策和實務詳情。郵址：mktg-optout@kwah.com 聯絡地址：香港北角渣華道 191 號嘉華國際中心 29 樓）。

The Vendor needs the personal data of the tenderer(s), such as, name, number of and the information (including but not limited to date of birth) contained in the identification document, Octopus card number, contact telephone number, fax number, Property, email and contact addresses and photograph, etc. for various purposes, including the purposes of dealing with matters relating to the tender of the Property and the matters relating to the sale and purchase , the handover and the subsequent defect rectification of the Property if the tender is accepted, general contact, providing after-sales services of the Property to the tenderer(s), providing to the tenderer(s) electronic services relating to the Property through relevant websites and/or mobile app and/or other electronic means, providing to the tenderer(s) property management and clubhouse related services through property management company, meeting requirements imposed by law and for the purposes of identification and verification

of identity in connection with any of the services and/or facilities that may be provided to the tenderer(s). If the abovementioned data are not provided, the Vendor will be unable to deal with matters relating to the sale and purchase of the Property and/or providing other abovementioned services to the tenderer(s). Apart from the abovementioned data, the tenderer(s) may provide the Vendor with additional personal data which the Vendor requires if the tenderer(s) wishes. The Vendor will keep the personal data of the tenderer(s) confidential at all times, but the Vendor may disclose and transfer such personal data to any member company within the K. Wah Group (including but not limited to K. Wah Real Estates Co., Ltd., K. Wah International Holdings Limited, Chissay (Property Management) Limited and their subsidiaries), and/or its agents, sub-agents, contractors and employees, and/or any appropriate government or regulatory authorities for one or more of the purposes specified above. The tenderer(s) has the right to ascertain whether the Vendor holds the personal data of the tenderer(s), to obtain a copy of the data, and to correct any data that is inaccurate. The tenderer(s) may also request the Vendor to inform the tenderer(s) of the type of personal data held by the Vendor. Requests for access or correction of personal data of the tenderer(s), or for information regarding the Vendor's privacy policies and practices, may be made by the tenderer(s) by, amongst others, email or in writing by post to the Vendor's Data Officer at the following email address or correspondence address. Email Address: mktg-optout@kwah.com Correspondence Address: 29/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong (Please mark "Confidential" and "Hong Kong Properties - Personal Data Officer" in the correspondence).

II. 另賣方擬使用投標人上述的個人資料（只限姓名、聯絡電話號碼、物業、電郵及聯絡地址）並透過電話、郵寄及/或電郵方式向投標人進行直接促銷（僅限於提供關於地產物業或租務的資料和更新）。賣方亦可能與嘉華集團的任何一間成員公司共享投標人的個人資料作地產物業、租務或物業管理及會所相關的服務的直接促銷用途，但賣方在未得到投標人的同意之前不能如此使用或共享該等個人資料。投標人可隨時撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意。如投標人希望於將來任何時間撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意，請透過電郵或書面郵寄以及其他的方式按以上郵址或聯絡地址通知賣方，並無須支付任何手續費。請在本聲明最後部份簽署表示投標人同意賣方如此使用及共享該等個人資料。如投標人不同意，請在以下空格加上「✓」，然後簽署。

In addition, the Vendor intends to use the above personal data (but limited to name, contact telephone number, Property, email and contact addresses) of the tenderer(s) to conduct direct marketing (restricted to providing information and updates relating to real estate properties and leasing matters) to the tenderer(s) via phone calls, by post and/or email. The Vendor may also share such personal data with any member company in the K. Wah Group for direct marketing activities in relation to real estate properties, leasing matters or property management and clubhouse related services, but the Vendor shall not so use or share such

personal data without the prior consent of the tenderer(s). The tenderer(s) may at any time elect to withdraw the tenderer(s)' consent to the Vendor's use or sharing of such personal data for any of the aforesaid direct marketing activities. Should the tenderer(s) wish to revoke the consent for using or sharing such personal data for conducting the above direct marketing activities at any time in the future, please notify the Vendor by, amongst others, email or in writing by post at the email address or corresponding address above, and no administrative fees will be charged therefor. Please signify your consent to the Vendor's use and sharing of such personal data in the manner above by signing at the end of this Statement. If the tenderer(s) disagrees, please tick the box below before signing this Statement.

☐ 投標人不同意就上文所述使用及共享投標人的個人資料作直接促銷用途。
The tenderer(s) do/does not agree to the use or sharing of personal data for direct marketing purposes as stated above.

_____

投標人簽署 Signature(s) of Tenderer(s)

日期 Date: _____

D. 投標人及中介人資料 Information on tenderer(s) and Intermediary

投標人請於下方填上作出要約購買的物業
Tenderer(s) please insert below the property(ies) offered to be purchased

座數 Tower	樓層 Floor	單位 Flat

投標人 Tenderer(s):-

投標人的編號 Tenderer(s) No.	投標人的姓名 Name of tenderer(s)	身份證明文件類別及號碼 Type and No(s). of identification documents
1		
2		
3		
4		

（請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明））；若投標人為法團，請填上公司號碼（該法團必須為根據香港法律註冊成立的有限公司））
(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a corporation, please state the company number (such corporation should be a limited company incorporated under the laws of Hong Kong))

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

地址 Address :

_____

_____

電話號碼 Telephone number ： _____

傳真號碼 Fax number ：_____

電郵地址 Email address : _____

中介人資料 Particulars of Intermediary

姓名 Name：_____

地產代理牌照號碼 EA Licence No.： _____

所屬地產代理公司 Estate Agency： _____

_____
投標人簽署 Signature(s) of Tenderer(s)

By signing hereof, the Tenderer(s) hereby acknowledge(s) receipt of a copy of the Sales Brochure of this development examined and revised on [ ].
投標人於簽署本文件時確認已收悉一份於[ ]年[ ] 月[ ]日檢視及修改的本發展項目售樓說明書。

日期 Date: _____

臨時買賣合約
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

賣方律師 Vendor's Solicitors:
貝克・麥堅時律師事務所
香港鰂魚涌英皇道 979 號太古坊一座 14 樓
BAKER & MCKENZIE
14th Floor, One Taikoo Place,
979 King's Road, Quarry Bay, Hong Kong
Tel: 2846 1888 Fax: 2845 0476

賣方 Vendor:
世紀基業有限公司
香港北角渣華道 191 號嘉華國際中心 29 樓
CENTURY BASIS LIMITED
29/F, K. Wah Centre
191 Java Road, North Point, Hong Kong
Tel: 2880 1838 Fax: 2880 9807

臨時買賣合約（"**臨時合約**"）
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE ("**Preliminary Agreement**")

編號 No.: _____（由賣方填寫 to be completed by Vendor）
日期 Date: _____（由賣方填寫 to be completed by Vendor）

買方 The Purchaser(s):	香港身份證號碼 HK I.D.No(s).: / 其他證件及號碼 Other ID Document(s) & No(s).:/ 商業登記證號碼 Business Registration No(s).:
地址 Address(es):	電話號碼 Tel No(s).:
	電郵地址 Email Address(es):

發展項目名稱、地址及地段編號（"**該發展項目**"）: 香港九龍啟德沐泰街 9 號嘉峯匯(新九龍內地段第 6566 號)
Name, address and lot no. of the development ("**the Development**"): K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong (New Kowloon Inland Lot No.6566)

物業詳情 Details of Property
買方作出要約購買的一個或多於一個物業下文稱為（或如多於一個物業統稱為）「本物業」
The one or more properties offered to be purchased by the Purchaser(s) will be referred to (collectively if more than one property) as the "Property"

註 Notes:
買方請於下方填上作出要約購買的物業
Purchaser(s) please insert below the property(ies) offered to be purchased

座數 Tower	樓層 Floor	單位 Flat	其他 Others

註 Notes:
1. *買方請填上售價及臨時訂金的適用金額(售價的5%)。*
   Purchaser(s) please fill(s) in the applicable amounts of the Purchase Price and the preliminary deposit (5% of the Purchase Price).
2. *買方請於(i)(b)條中適用的方格內填上「✓」號以揀選簽定正式合約後支付售價餘款之條款（買方只可揀選一項選擇以適用於其要約購買的物業）。*
   Purchaser(s) please tick the appropriate box under clause (i)(b) to select the terms of payment of remaining parts of the Purchase Price after signing of the Agreement. (Purchaser(s) may only choose one option to be applicable to the property(ies) offered to be purchased).
3. *賣方將填上適用於買方及賣方的簽立正式合約日期。*
   The Vendor will fill in the dates of signing of the Agreement as applicable to the Purchaser and the Vendor.

付款條款
Terms of Payment

(i). 本物業的售價為港幣_____元("**售價**")，並須由買方按以下方式付予賣方:- The purchase price of the Property is HK$_____ ("**Purchase Price**"), which shall be paid by the Purchaser(s) to the Vendor in the manner as follows: -

(a) 為數港幣_____元(即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付。Preliminary deposit in the sum of HK$_____, which is equals to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;

(b) 簽定正式合約後支付售價餘款之條款:
Terms of payment of the remaining parts of the Purchase Price after signing of the Agreement :

☐ 選擇 B (180 天付款) Option B (180-Day Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 60 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 60 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 180 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 180 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

☐ 選擇 C (180 天二按付款) Option C (180-Day 2nd Mortgage Payment)

(註: 付款條款選擇 C 提供備用第二按揭貸款，詳情請參閱相關招標文件。) (Note: Terms of Payment Option C provides Standby Second Mortgage Loan, please refer to relevant tender documents for details.)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 60 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 60 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 180 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 180 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 D (360 天付款) Option D (360-Day Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 360 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 360 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 E (360 天二按付款) Option E (360-Day 2nd Mortgage Payment)

(註: 付款條款選擇E 提供備用第二按揭貸款，詳情請參閱相關招標文件。) (Note: Terms of Payment Option E provides Standby Second Mortgage Loan, please refer to relevant tender documents for details.)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 360 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 360 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 F (建築期付款) Option F (Stage Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。 Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s).

在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成交易。The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s).

(ii). 按訂約雙方的意向，本臨時合約將會由一份 正式買賣合約(**"正式合約"**) 取代，正式合約須:-
It is intended that this Preliminary Agreement is to be superseded by a formal agreement for sale and purchase ("Agreement") to be executed:-

(a) 由買方於_____(註: 由賣方填寫) (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
by the Purchaser(s) on or before_____(Note: to be completed by Vendor) (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

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

買方聲明 The Purchaser(s)' Certificate

茲證明上述的購買乃由_____所促成。
The Purchaser(s) certify(ies) that the above purchase is introduced by_____.

本臨時合約受下文其他附帶條款所約束
This Preliminary Agreement is subject to the Other Terms and Conditions below.

買方簽署 Signed by the Purchaser(s)

賣方簽署 Signed by the Vendor

_____ _____

此部由賣方填寫 This section shall be completed by the Vendor

上述所列臨時訂金 HK$_____經已收妥，此據交來本票及支票（如適用）以銀行過數作實

Received the preliminary deposit in the sum of HK$_____(Cashier's Order(s) and Cheque(s) (if applicable), subject to bank clearance)

本票及支票（如適用）號碼

Cashier's Order(s) No(s). and Cheque(s) No(s). (if applicable):_____

經手收票人

Received By : _____

Other Terms and Conditions
其他附帶條款

PART A A 部份

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

2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*~~賣方／~~買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*~~賣方／~~買方承擔。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

5. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約:-
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-
(a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.

6. 本物業的量度尺寸如下— 參閱附表 I。
The measurements of the Property are as follows — see Schedule I.

7. 本物業買賣所包括的裝置、裝修物料及設備如下 — 參閱附表 II。
The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule II.

8. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

9. 買方已確認收到第 10 條所列出的 "**對買方的警告**" 的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "**Warning to Purchasers**" set out in clause 10 and fully understands its contents.

10. 就第 9 條而言， "**對買方的警告**" 內容如下 — 參閱附表 III。
For the purposes of clause 9, the following is the "**Warning to Purchasers**" - see Schedule III.

PART B B 部份

11. 買方可隨時前往賣方律師樓細閱有關正式合約的草稿，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。
A draft of the Agreement is available for the Purchaser's perusal at the office of the Vendor's Solicitors and the Purchaser is deemed to have full notice of the content thereof and shall not request any alteration thereof.

12. 買方須與賣方於正式合約中作出效力如下的協議：(a)如其後以任何各種形式取消正式合約，賣方有權保留臨時訂金；及(b)除訂立按揭或押記外，在買賣完成及簽署本物業轉讓契前，買方不得、亦不得訂立任何協議提名任何人士接受本物業之轉讓契、轉售該物業或以任何形式轉移正式合約之權益。
The Purchaser shall agree with the Vendor in the Agreement to the effect that: (a) the Vendor shall be entitled to keep the preliminary deposit if the Agreement is later cancelled in any way whatever; and (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement in any manner whatsoever or enter into any agreement so to do before the completion of the sale and purchase and the execution of the assignment of the Property.

13. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由*~~賣方／~~買方承擔。
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

14. 土地註冊署的登記費、正式合約及轉讓契之圖則費、樓契核證副本費用及有關草擬、登記及完成該發展項目大廈公契及管理合約之適當比例費用一概由買方負責。
The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for certified copies of title deeds and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development shall also be borne and paid by the Purchaser.

15. 除買賣雙方另作協定外，買賣雙方需各自承擔有關正式合約及轉讓契的律師費。如買方聘請其他律師而非由賣方代表律師負責處理正式合約及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和雜費。
Unless otherwise agreed by the parties hereto, each party shall pay its own legal costs of and incidental to the Agreement and the Assignment. Provided that if the Purchaser instructs a firm of Solicitors of his choice other than the Vendor's Solicitors to act for him in the Agreement and the Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' costs and disbursements of and incidental to the Agreement and the Assignment.

16. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property comprises residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

17. 買方須在本物業的收樓之前，按照該發展項目大廈公契及管理合約規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。
The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Deed of Mutual Covenant and Management Agreement of the Development.

18. 買賣雙方同意於正式合約中列出印花稅條例第 29B(5)項所需之資料。
The Vendor and the Purchaser shall execute the Agreement containing the information in respect of the matters specified in Section 29B(5) of the Stamp Duty Ordinance.

19. 本臨時合約內所規定時間和限期必須嚴守。
Time shall in every respect be of the essence of this Preliminary Agreement.

20. 如本臨時合約在買方未簽署正式合約前已被登記於土地註冊處，賣方有權單方面簽署及登記一備忘錄將本臨時合約之登記從土地註冊處登記冊中刪除或取消。
Should this Preliminary Agreement be registered in the Land Registry before the Agreement is signed, the Vendor shall have the rights to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

21. 謹此聲明本臨時合約只屬於買方個人所有，只有買方才可簽立正式合約，買方無權要求賣方與任何其他人簽立正式合約。賣方不接受任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非獲授權人是僅有指定權限，只能以買方名義及代表買方簽署正式合約（沒有任何更替之權力或權利）之指明獲授權人。
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser and only the Purchaser is permitted to enter into the Agreement. The Purchaser shall have no right to request the Vendor to enter into the Agreement with any other persons. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

22. 若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

23. 任何本臨時合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後的第一個工作日。
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.

24. 本臨時合約取代雙方過往所有之談判、申述、理解及協議。
This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.

25. 買方如有更改通訊或註冊地址或電話，須立即以書面通知賣方。
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence/registered address or telephone number.

26. 本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
The Property shall be covered by one single Agreement and one single subsequent Assignment.

27. 本臨時合約（除第(i)、(ii)條、A 部份及附表 I、II 及 III 外）之中文譯本謹供參考之用。如有爭議，將以英文本為準。
The Chinese version of this Preliminary Agreement (except Clauses (i) and (ii), Part A and Schedules I, II and III) is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

28. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據«合約(第三者權利)條例»(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.

* 請將不適用者刪去。Delete as appropriate.

附表 I Schedule I

本物業的量度尺寸如下：
The measurements of the Property are asfollows:

有待加入 To be inserted

附表 II Schedule II

本物業買賣所包括的裝置、裝修物料及設備如下：
The sale and purchase of the Property includes the fittings, finishes and appliances as follows:

有待加入 To be inserted

附表 III Schedule III

就第 9 條而言， "**對買方的警告**" 內容如下：
For the purposes of clause 9, the following is the "**Warning to Purchasers**":

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

2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
   You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

3. **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
   YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
   If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
   You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

臨時買賣合約
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

賣方律師 Vendor's Solicitors:
胡百全律師事務所
香港中環遮打道 10 號太子大廈 12 樓
P.C. Woo & Co.
12th Floor, Prince's Building, No.10 Chater Road,
Central, Hong Kong
Tel: 2533 7700 Fax: 2810 1179

賣方 Vendor:
世紀基業有限公司
香港北角渣華道 191 號嘉華國際中心 29 樓
CENTURY BASIS LIMITED
29/F, K. Wah Centre
191 Java Road, North Point, Hong Kong
Tel: 2880 1838 Fax: 2880 9807

臨時買賣合約（"**臨時合約**"）
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE ("**Preliminary Agreement**")

編號 No. : _____（由賣方填寫 to be completed by Vendor）
日期 Date : _____（由賣方填寫 to be completed by Vendor）

買方 The Purchaser(s) :	香港身份證號碼 HK I.D.No(s).: / 其他證件及號碼 Other ID Document(s) & No(s).:/ 商業登記證號碼 Business Registration No(s).:
地址 Address(es) :	電話號碼 Tel No(s).:
	電郵地址 Email Address(es):

發展項目名稱、地址及地段編號 ("**該發展項目**"): 香港九龍啟德沐泰街 9 號嘉峯匯(新九龍內地段第 6566 號)
Name, address and lot no. of the development ("**the Development**"): K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong (New Kowloon Inland Lot No.6566)

物業詳情 Details of Property
買方作出要約購買的一個或多於一個物業下文稱為（或如多於一個物業統稱為）「本物業」
The one or more properties offered to be purchased by the Purchaser(s) will be referred to (collectively if more than one property) as the "Property"

註 Notes:
買方請於下方填上作出要約購買的物業
Purchaser(s) please insert below the property(ies) offered to be purchased

座數 Tower	樓層 Floor	單位 Flat	其他 Others

註 Notes:
1. *買方請填上售價及臨時訂金的適用金額(售價的5%)。*
   Purchaser(s) please fill(s) in the applicable amounts of the Purchase Price and the preliminary deposit (5% of the Purchase Price).
2. *買方請於(i)(b)條中適用的方格內填上「✓」號以揀選簽定正式合約後支付售價餘款之條款（買方只可揀選一項選擇以適用於其要約購買的物業）。*
   Purchaser(s) please tick the appropriate box under clause (i)(b) to select the terms of payment of remaining parts of the Purchase Price after signing of the Agreement. (Purchaser(s) may only choose one option to be applicable to the property(ies) offered to be purchased).
3. *賣方將填上適用於買方及賣方的簽立正式合約日期。*
   The Vendor will fill in the dates of signing of the Agreement as applicable to the Purchaser and the Vendor.

付款條款
Terms of Payment

(i). 本物業的售價為港幣_____元("**售價**")，並須由買方按以下方式付予賣方:- The purchase price of the Property is HK$_____ ("**Purchase Price**"), which shall be paid by the Purchaser(s) to the Vendor in the manner as follows: -

(a) 為數港幣_____元(即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付。Preliminary deposit in the sum of HK$_____, which is equals to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;

(b) 簽定正式合約後支付售價餘款之條款:
Terms of payment of the remaining parts of the Purchase Price after signing of the Agreement :

☐ 選擇 B (180 天付款) Option B (180-Day Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 60 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 60 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 180 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 180 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

☐ 選擇 C (180 天二按付款) Option C (180-Day 2nd Mortgage Payment)

(註: 付款條款選擇 C 提供備用第二按揭貸款，詳情請參閱相關招標文件。) (Note: Terms of Payment Option C provides Standby Second Mortgage Loan, please refer to relevant tender documents for details.)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 60 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 60 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 180 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 180 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 D (360 天付款) Option D (360-Day Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 360 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 360 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 E (360 天二按付款) Option E (360-Day 2nd Mortgage Payment)

(註: 付款條款選擇E 提供備用第二按揭貸款，詳情請參閱相關招標文件。) (Note: Terms of Payment Option E provides Standby Second Mortgage Loan, please refer to relevant tender documents for details.)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須於本臨時合約日期後 360 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付，以較早者為準。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 360 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

□ 選擇 F (建築期付款) Option F (Stage Payment)

1. 售價的 5%的加付訂金，須於本臨時合約日期後 120 日內支付。 Further deposit equals to 5% of the Purchase Price shall be paid within 120 days after the date hereof by the Purchaser(s);
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
2. 售價的 90%的售價餘款，須在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付。Balance of the Purchase Price equals to 90% of the Purchase Price shall be paid within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s).

在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成交易。The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s).

(ii). 按訂約雙方的意向，本臨時合約將會由一份 正式買賣合約(**"正式合約"**) 取代，正式合約須:-
It is intended that this Preliminary Agreement is to be superseded by a formal agreement for sale and purchase ("Agreement") to be executed:-

(a) 由買方於_____(註: 由賣方填寫) (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
by the Purchaser(s) on or before_____(Note: to be completed by Vendor) (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and

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

買方聲明 The Purchaser(s)' Certificate

茲證明上述的購買乃由_____所促成。
The Purchaser(s) certify(ies) that the above purchase is introduced by_____.

本臨時合約受下文其他附帶條款所約束
This Preliminary Agreement is subject to the Other Terms and Conditions below.

買方簽署 Signed by the Purchaser(s)

賣方簽署 Signed by the Vendor

_____ _____

此部由賣方填寫 This section shall be completed by the Vendor

上述所列臨時訂金 HK$_____經已收妥，此據交來本票及支票（如適用）以銀行過數作實

Received the preliminary deposit in the sum of HK$_____(Cashier's Order(s) and Cheque(s) (if applicable), subject to bank clearance)

本票及支票（如適用）號碼

Cashier's Order(s) No(s). and Cheque(s) No(s). (if applicable):_____

經手收票人

Received By : _____

Other Terms and Conditions
其他附帶條款

PART A A 部份

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

2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*~~賣方／~~買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*~~賣方／~~買方承擔。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

5. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約:-
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-
(a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.

6. 本物業的量度尺寸如下— 參閱附表 I。
The measurements of the Property are as follows — see Schedule I.

7. 本物業買賣所包括的裝置、裝修物料及設備如下 — 參閱附表 II。
The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule II.

8. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

9. 買方已確認收到第 10 條所列出的 "**對買方的警告**" 的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "**Warning to Purchasers**" set out in clause 10 and fully understands its contents.

10. 就第 9 條而言， "**對買方的警告**" 內容如下 — 參閱附表 III。
For the purposes of clause 9, the following is the "**Warning to Purchasers**" - see Schedule III.

PART B B 部份

11. 買方可隨時前往賣方律師樓細閱有關正式合約的草稿，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。
A draft of the Agreement is available for the Purchaser's perusal at the office of the Vendor's Solicitors and the Purchaser is deemed to have full notice of the content thereof and shall not request any alteration thereof.

12. 買方須與賣方於正式合約中作出效力如下的協議：(a)如其後以任何各種形式取消正式合約，賣方有權保留臨時訂金；及(b)除訂立按揭或押記外，在買賣完成及簽署本物業轉讓契前，買方不得、亦不得訂立任何協議提名任何人士接受本物業之轉讓契、轉售該物業或以任何形式轉移正式合約之權益。
The Purchaser shall agree with the Vendor in the Agreement to the effect that: (a) the Vendor shall be entitled to keep the preliminary deposit if the Agreement is later cancelled in any way whatever; and (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement in any manner whatsoever or enter into any agreement so to do before the completion of the sale and purchase and the execution of the assignment of the Property.

13. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由*~~賣方／~~買方承擔。
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *~~the Vendor / the~~ Purchaser.

14. 土地註冊署的登記費、正式合約及轉讓契之圖則費、樓契核證副本費用及有關草擬、登記及完成該發展項目大廈公契及管理合約之適當比例費用一概由買方負責。
The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for certified copies of title deeds and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development shall also be borne and paid by the Purchaser.

15. 除買賣雙方另作協定外，買賣雙方需各自承擔有關正式合約及轉讓契的律師費。如買方聘請其他律師而非由賣方代表律師負責處理正式合約及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和雜費。
Unless otherwise agreed by the parties hereto, each party shall pay its own legal costs of and incidental to the Agreement and the Assignment. Provided that if the Purchaser instructs a firm of Solicitors of his choice other than the Vendor's Solicitors to act for him in the Agreement and the Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' costs and disbursements of and incidental to the Agreement and the Assignment.

16. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property comprises residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

17. 買方須在本物業的收樓之前，按照該發展項目大廈公契及管理合約規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。
The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Deed of Mutual Covenant and Management Agreement of the Development.

18. 買賣雙方同意於正式合約中列出印花稅條例第 29B(5)項所需之資料。
The Vendor and the Purchaser shall execute the Agreement containing the information in respect of the matters specified in Section 29B(5) of the Stamp Duty Ordinance.

19. 本臨時合約內所規定時間和限期必須嚴守。
Time shall in every respect be of the essence of this Preliminary Agreement.

20. 如本臨時合約在買方未簽署正式合約前已被登記於土地註冊處，賣方有權單方面簽署及登記一備忘錄將本臨時合約之登記從土地註冊處登記冊中刪除或取消。
Should this Preliminary Agreement be registered in the Land Registry before the Agreement is signed, the Vendor shall have the rights to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

21. 謹此聲明本臨時合約只屬於買方個人所有，只有買方才可簽立正式合約，買方無權要求賣方與任何其他人簽立正式合約。賣方不接受任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非獲授權人是僅有指定權限，只能以買方名義及代表買方簽署正式合約（沒有任何更替之權力或權利）之指明獲授權人。
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser and only the Purchaser is permitted to enter into the Agreement. The Purchaser shall have no right to request the Vendor to enter into the Agreement with any other persons. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

22. 若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

23. 任何本臨時合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後的第一個工作日。
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.

24. 本臨時合約取代雙方過往所有之談判、申述、理解及協議。
This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.

25. 買方如有更改通訊或註冊地址或電話，須立即以書面通知賣方。
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence/registered address or telephone number.

26. 本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
The Property shall be covered by one single Agreement and one single subsequent Assignment.

27. 本臨時合約（除第(i)、(ii)條、A 部份及附表 I、II 及 III 外）之中文譯本謹供參考之用。如有爭議，將以英文本為準。
The Chinese version of this Preliminary Agreement (except Clauses (i) and (ii), Part A and Schedules I, II and III) is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

28. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據«合約(第三者權利)條例»(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.

* 請將不適用者刪去。Delete as appropriate.

附表 I Schedule I

本物業的量度尺寸如下：
The measurements of the Property are asfollows:

有待加入 To be inserted

附表 II Schedule II

本物業買賣所包括的裝置、裝修物料及設備如下：
The sale and purchase of the Property includes the fittings, finishes and appliances as follows:

有待加入 To be inserted

附表 III Schedule III

就第 9 條而言， "**對買方的警告**" 內容如下：
For the purposes of clause 9, the following is the "**Warning to Purchasers**":

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

2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
   You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

3. **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
   YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
   If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
   You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

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

該物業 Property: 香港九龍啟德沐泰街 9 號嘉峯匯第____座____樓____單位
Flat ___ on ____ Floor, Tower ____, K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同 Please insert the residential property(ies)offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase)

買方 _____HKID/Other ID/BR No.:_____

Purchaser(s) _____HKID/Other ID/BR No.:_____

_____HKID/Other ID/BR No.:_____

_____HKID/Other ID/BR No.:_____

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

2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
   You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

3. **現建議你聘用你自己的律師，**你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
   YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.

4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
   If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
   You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

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

買方簽署 Signed by the Purchaser(s)： _____

日期 Date: _____

附函 SIDE LETTER

「備用第二按揭貸款」 "Standby Second Mortgage Loan"

該物業 Property： 香港九龍啟德沐泰街 9 號嘉峯匯第____ 座____樓____單位
Flat ___ on ____ Floor, Tower ____, K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同 Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase)

賣方 Vendor： 世紀基業有限公司 Century Basis Limited

買方 _____ HKID/Other ID/BR No.:_____

Purchaser(s) _____ HKID/Other ID/BR No.:_____

_____ HKID/Other ID/BR No.:_____

_____ HKID/Other ID/BR No.:_____

臨時合約日期 Date of PASP（由賣方填寫 to be completed by Vendor）:_____

****

於本文件中：
In this document:

(a)「**發展項目**」指香港九龍啟德沐泰街 9 號嘉峯匯的在興建中發展項目；
"**Development**" means the development being constructed known as "K.Summit", No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong;

(b)「**買賣合約**」指按臨時合約簽立之該物業的正式買賣合約；及
"**ASP**" means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP; and

(c)「**臨時合約**」指賣方與買方簽立關於該物業的臨時買賣合約。
"**PASP**" means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s).

1. 於簽署本附函同時，賣方與買方簽立物業之臨時合約。買方享有「備用第二按揭貸款」優惠，惟受本附函之條款及條件規限。

   Upon the signing of this Side Letter, the Vendor and the Purchaser(s) entered into the PASP in respect of the Property simultaneously. The Purchaser(s) is entitled to the benefit of "Standby Second Mortgage Loan", subject to the terms and conditions herein.

2. 本附函的前提是買方須於臨時合約中揀選付款條款選擇 C 或選擇 E，買方須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立物業的買賣合約。
   It is a condition of this Side Letter that the Purchaser(s) having selected Terms of Payment Option C or Option E in the PASP and having executed the ASP in respect of the Property within 5 working days after signing the PASP in accordance with the terms and conditions of the PASP.

3. 個人買方可向寶力有限公司或賣方指定之其他放債人（「指定放債人」）申請第二按揭貸款，基本條件和條款如下：
   Purchaser(s) who is/are individual(s) may apply for a second mortgage loan from Polynice Limited or such other lender designated by the Vendor ("Designated Lender") subject to the following basic terms and conditions:

   - 買方必須於付清成交金額餘款之日起計最少 60 日前以指定的申請書向指定放債人申請第二按揭

貸款。
The Purchaser(s) shall by prescribed form apply to the Designated Lender for second mortgage loan not less than 60 days before the due date of payment of the balance of the purchase price of the Property under the ASP ("Transaction Price").

- 第二按揭貸款最高金額為成交金額的25%，惟第一按揭貸款及第二按揭貸款總金額不可超過該物業買賣合約下之樓價(「成交金額」)或該物業的估價(以較低者為準)的80%。
  The maximum second mortgage loan amount shall be 25% of the Transaction Price, but the total amount of the first mortgage loan and the second mortgage loan shall not exceed 80% of the Transaction Price or the valuation of the Property, whichever is lower.
- 第二按揭貸款首30個月的年利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率("P")減2.5% p.a. (P-2.5% p.a.)。第二按揭貸款所餘貸款期的年利率則以P計算。P為浮動利率。最終按揭利率以指定放債人審批結果而定，賣方並無就其作出、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。
  The interest rate of the first 30 months of the second mortgage loan shall be Hong Kong Dollar Best Lending Rate ("P") quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2.5% p.a. (P-2.5% p.a.). The interest rate for the rest of the term of the second mortgage loan shall be P. P is subject to fluctuation. The final mortgage interest rate will be subject to final approval by the Designated Lender. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.
- 第二按揭貸款年期最長為 25 年或與第一按揭貸款同等年期，以較短者為準。
  The maximum tenor of second mortgage loan shall be 25 years or the same tenor of first mortgage loan, whichever is shorter.
- 買方須提供足夠文件證明其還款能力，包括但不限於提供足夠文件證明每月還款總額（註: 第一按揭貸款分期加第二按揭貸款分期加其他借貸分期的還款總額）對收入比率，比率以香港金融管理局按時規定的供款與入息比率要求為限。
  The Purchaser(s) shall provide sufficient documents to prove his/her repayment ability, including but not limited to providing sufficient documents to prove the total monthly repayment amount (i.e. installment amounts of the first mortgage loan plus the second mortgage loan plus any other installment loan(s)) to income ratio, such ratio must comply with the maximum debt servicing ratio requirement as issued by The Hong Kong Monetary Authority from time to time.
- 第一按揭貸款銀行須為指定放債人所指定之銀行，買方並須首先得到該銀行書面同意辦理第二按揭貸款。
  The first mortgagee bank shall be one which is nominated by the Designated Lender. The Purchaser(s) shall obtain the prior written consent from the first mortgagee bank for the application of second mortgage loan.
- 第一按揭貸款及第二按揭貸款申請將由有關承按機構獨立處理。
  The applications for first mortgage loan and the second mortgage loan will be processed by the relevant mortgagees independently.
- 所有第二按揭貸款及其相關擔保之法律文件必須由指定放債人指定律師行辦理，買方及其擔保人(如有) 須支付所有第二按揭貸款及其擔保相關之律師費及雜費。
  All legal documents of the second mortgage loan and its related guarantee shall be handled by the solicitors designated by the Designated Lender and all legal costs and disbursement relating thereto shall be borne by the Purchaser(s) and his/her/their guarantor(s) (if any).
- 就第二按揭貸款批出與否及其條款，指定放債人有最終決定權，其決定與賣方無關，賣方亦無需為此負責。不論貸款獲批與否，買方仍須按買賣合約完成交易及付清成交金額餘款。
  The approval or disapproval of the second mortgage loan and terms thereof are subject to the final decision of the Designated Lender. The decision is not related to the Vendor and the Vendor shall not be responsible therefor. Regardless the loan is granted or not, the Purchaser(s) shall complete the sale and purchase in accordance with the ASP and pay the balance of the transaction price.
- 第二按揭貸款受其他條款及條件約束。
  The second mortgage loan is subject to other terms and conditions.
- 買方需於申請時就申請第二按揭貸款向指定放債人繳交港幣$7,500 不可退還的手續費。
  Upon application, a non-refundable handling fee of HK$7,500 shall be payable by the Purchaser(s) to the Designated Lender for the application of the second mortgage loan.

4. 若買方未能遵守、履行或符合本附函、臨時合約或買賣合約內任何條款或條件，賣方有權即時撤銷本優惠，且並不損害賣方於臨時合約、買賣合約或其他適用法律下之其他權利及濟助。

In the event that the Purchaser(s) fails to observe, perform or comply with any of the terms and conditions contained in this Side Letter, the PASP or the ASP, the Vendor shall be entitled to cancel this benefit without prejudice to the Vendor's other rights and remedies under the ASP, the PASP or other applicable laws.

5. 本附函為一獨立於買方購買該物業、臨時合約及買賣合約之協議，本附函任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方於臨時合約及買賣合約下之所有權利及濟助均不受本附函影響。本附函任何內容或本附函任何一方未能遵守或履行其於本附函下之任何責任均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本附函內之責任（不論基於任何原因），買方仍須遵守及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買該物業，買方無權享有任何濟助或賠償，亦不得以此為理由終止或撤銷買賣合約或要求降低該物業的售價。
This Side Letter constitutes an agreement independent from the purchase of the Property by the Purchaser(s), the PASP and the ASP and nothing in the contents of this Side Letter shall be deemed to supersede or vary any terms and/or conditions of the PASP or the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Side Letter. Nothing herein contained or any failure by any party hereto to observe or comply with any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP or the ASP, or the rights, duties or obligations of the parties to the PASP or the ASP. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder (due to any reason whatsoever), the Purchaser(s) shall remain liable to be bound to observe and comply with all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the provisions of the PASP and the ASP and the Purchaser(s) shall not be entitled to any remedy or damage whatsoever or to terminate or rescind the ASP or request for a reduction of the purchase price for the Property.

6. 所有根據本附函條款及條件賦予買方之權利及優惠均不能轉讓、轉移、兌現為現金或任何其他優惠，及只能由買方本人行使及享用。
All the rights and benefits conferred on the Purchaser(s) upon the terms and conditions of this Side Letter are non-assignable, non-transferable, not redeemable for cash or any other benefit and can only be exercised and enjoyed by the Purchaser(s) personally.

7. 儘管本附函的某條款看來是賦予任何非本附函一方的人士一項利益，非本附函一方的人士無權根據«合約(第三者權利)條例»(第 623 章)強制執行本附函的任何條文或享有本附函的任何條文的利益。
Notwithstanding that a term of this Side Letter purports to confer a benefit on any person who is not a party to this Side Letter, a person who is not a party to this Side Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Side Letter.

8. 本附函之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Side Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

賣方簽署
Signed by the Vendor

_____

經全面及謹慎地考慮本附函之內容後，我/我們同意接受本附函及受本附函所有條款及條件規限。
After due and careful consideration of the content of this Side Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署
Signed by the Purchaser(s)

_____

日期 Date :_____（由賣方填寫 to be completed by Vendor）

改動確認函 **[P+EP]**

Acknowledgement Letter regarding Alterations

該物業 : 香港九龍啟德沐泰街 9 號嘉峯匯第 1A 座___樓 E 單位
Property Flat E on ____ Floor, Tower 1A, K.Summit, No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong

賣方 Vendor: 世紀基業有限公司 Century Basis Limited

買方 _____HKID/Other ID/BR No.:_____
Purchaser(s) _____HKID/Other ID/BR No.:_____
_____HKID/Other ID/BR No.:_____
_____HKID/Other ID/BR No.:_____

臨時合約日期 Date of PASP:_____

****

於本文件中：
In this document:

(a) 「**發展項目**」是指香港九龍啟德沐泰街 9 號嘉峯匯的在興建中發展項目；
"**Development**" means the development being constructed known as "K.Summit", No.9 Muk Tai Street, Kai Tak, Kowloon, Hong Kong;

(b) 「**買賣合約**」指按臨時合約簽立之該物業的正式買賣合約；
"**ASP**" means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP;

(c) 「**售樓說明書**」指於 2020 年 4 月 29 日檢視及修改的發展項目售樓說明書；及
"**Sales Brochure**" means the Sales Brochure of the Development examined and revised on 29th April 2020; and

(d) 「**臨時合約**」指賣方與買方簽立關於該物業的臨時買賣合約。
"**PASP**" means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s).

1. 買方特此確認與賣方簽立臨時合約前已獲通知以下改動或可能作出之改動：
The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following alterations or potential alterations before he/she/they/it entered into the PASP with the Vendor:

(a) 售樓說明書內該物業之樓面平面圖改作本函附圖所示者（有關改動在圖中以綠色雲狀圈線標出）。售樓說明書內該物業之樓面平面圖將不再作準並將作相應修改；及
The floor plan(s) of the Property in the Sales Brochure is/are altered to that/those as shown in the plan(s) attached hereto (the relevant alterations are clouded in green on the plan(s)). The floor plan(s) of the Property in the Sales Brochure will become not prevailing and will be revised accordingly; and

(b)

i. 售樓說明書內之發展項目立面圖的個別窗戶設計和布局改作本函附圖所示者；及
The design and layout of certain window(s) in the elevation plan(s) of the Development in the Sales Brochure is/are altered to that/those as shown in the plan(s) attached hereto; and

ii. 售樓說明書內之發展項目立面圖 2 及立面圖 4 有關座數的描述改作本函所附的發展項目立面圖所示者。

The description of the tower in Elevation Plan 2 and Elevation Plan 4 of the Development in the Sales Brochure is/are altered to that/those as shown in the elevation plan(s) of the Development attached hereto.

售樓說明書內相關的發展項目立面圖將不再作準並將作相應修改。
The relevant elevation plan(s) of the Development in the Sales Brochure will become not prevailing and will be revised accordingly.

2. 買方確認並同意賣方可展開、繼續或進行上述改動，而不論任何上述改動有否獲相關政府部門批准及完成，買方亦必須根據買賣合約之條款及條件完成該物業之購買，無權就任何上述改動提出任何反對及索取任何賠償或要求減低該物業的售價。
The Purchaser(s) hereby acknowledges and agrees that the Vendor may commence, pursue or undertake any of the aforesaid alterations, and whether or not the same is approved by the relevant Government Authority(ies) or completed, the Purchaser(s) must complete the purchase of the Property in accordance with the terms and conditions of the ASP and shall not be entitled to raise any objection in relation to any of the aforesaid alterations, and any compensation or reduction in purchase price of the Property.

3. 本函並不影響賣方在臨時合約及買賣合約下的權利，包括（但不限於）在買賣合約項下賣方更改建築圖則和以其他裝置、裝修物料及設備代替該物業的裝置、裝修物料及設備的權利，及該等權利之概括性。
This letter shall not prejudice the Vendor's rights under the PASP or the ASP, including without limitation, the rights of the Vendor under the ASP in respect of amendment(s) of the building plan(s) and substitution of the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, and the generality of those rights.

4. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士一項利益，非本確認函一方的人士無權根據«合約(第三者權利)條例»(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。
Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.

5. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

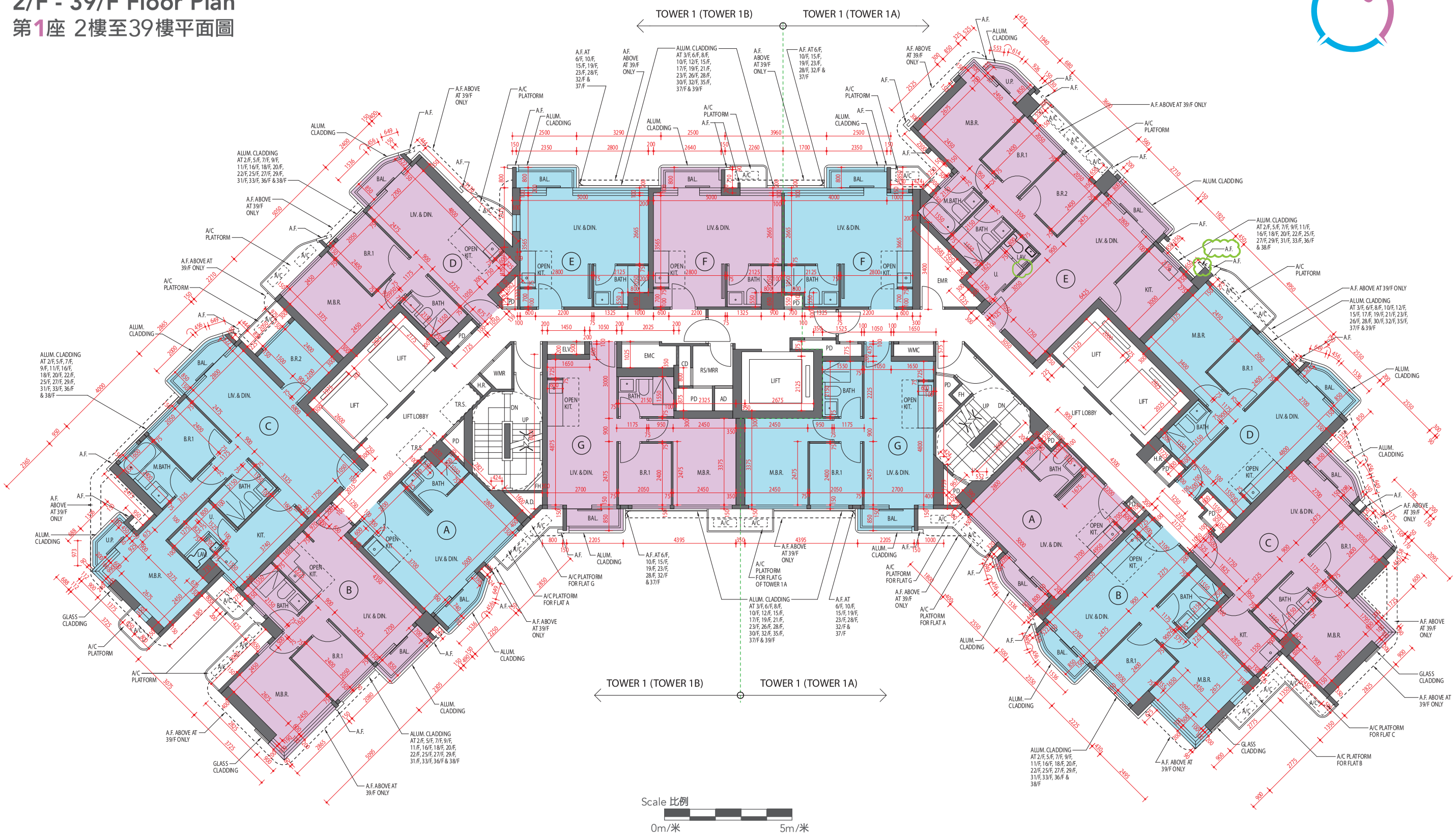
買方簽署 Signed by the Purchaser(s)

_____

日期 Date : _____

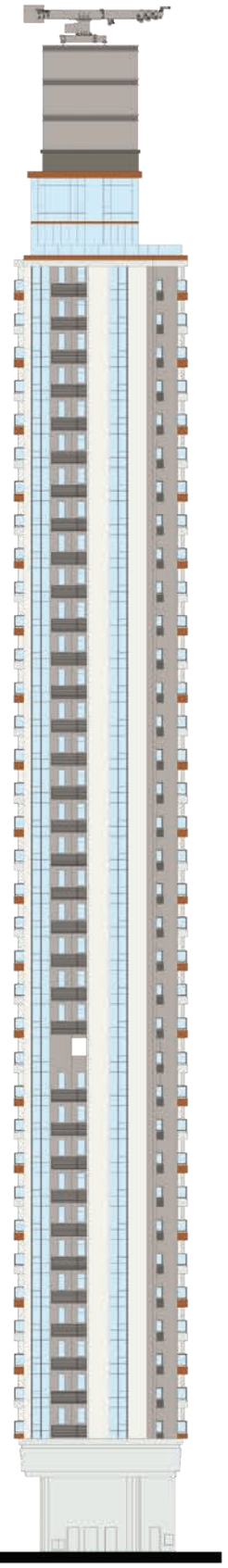
TOWER 1

2/F - 39/F Floor Plan
第1座 2樓至39樓平面圖



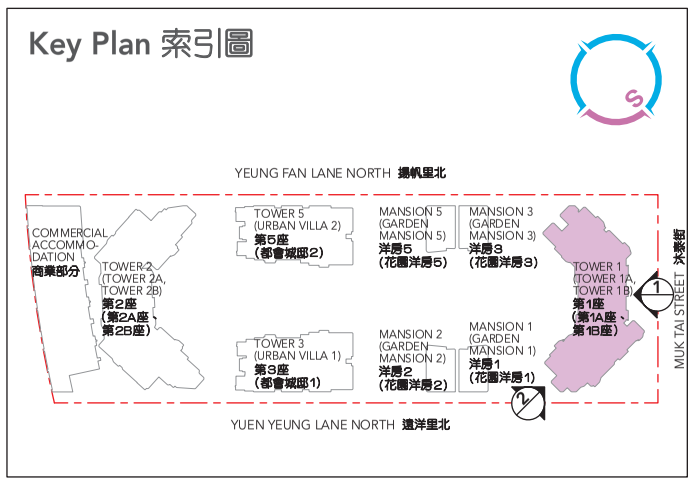
Tower 1 (Tower 1A, Tower 1B)
第1座(第1A座，第1B座)

Elevation Plan 1 - Tower 1 (Tower 1A, Tower 1B)
立面圖1 - 第1座(第1A座，第1B座)



Elevation Plan 2 - Tower 1 (Tower 1A)
立面圖2 - 第1座(第1A座)

Key Plan 索引圖



Authorized Person for the Development has certificated that the elevations shown on these plans:

(1) are prepared on the basis of the approved building plans for the Development as of XXXXXX; and

(2) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

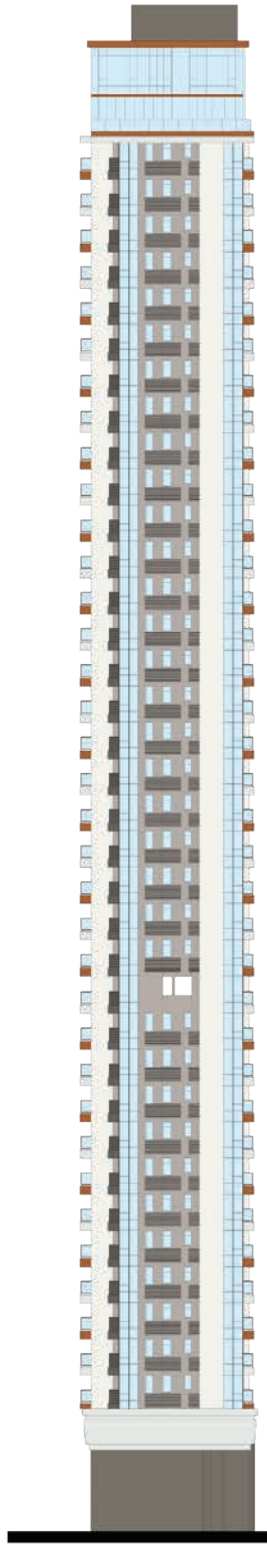
(1) 以XXXXXX的情況為準的發展項目的經批准的建築圖則為基礎擬備；及

(2) 大致上與發展項目的外觀一致。

20 ELEVATION PLAN
立面圖

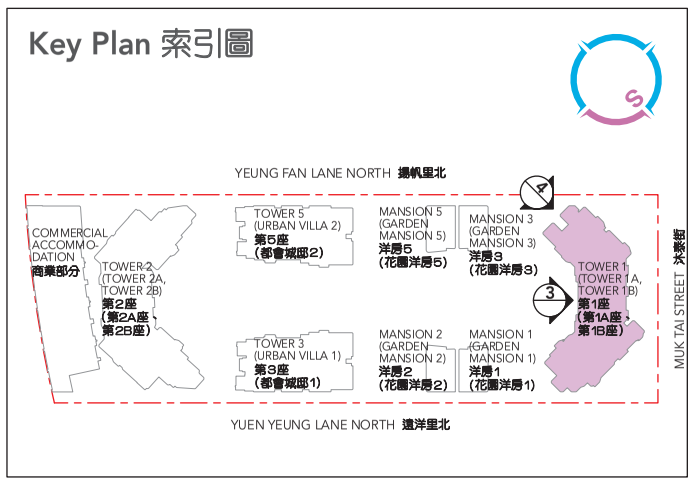
Tower 1 (Tower 1A, Tower 1B)
第1座(第1A座，第1B座)

Elevation Plan 3 - Tower 1 (Tower 1A, Tower 1B)
立面圖3 - 第1座(第1A座，第1B座)



Elevation Plan 4 - Tower 1 (Tower 1B)
立面圖4 - 第1座(第1B座)

Key Plan 索引圖



Authorized Person for the Development has certificated that the elevations shown on these plans:

(1) are prepared on the basis of the approved building plans for the Development as of XXXXXX; and

(2) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

(1) 以XXXXXX的情況為準的發展項目的經批准的建築圖則為基礎擬備；及

(2) 大致上與發展項目的外觀一致。