Information on Sales Arrangements 銷售安排資料

Sales Arrangements No.1 銷售安排第1號

Phase 2 (the "**Phase**") of Regency Bay Development * Name of the Phase of the Development: 發展項目的期數的名稱: 御海灣發展項目的第2期(「期數」)* Date of the Sale: Batch A 出售日期: 第A批次 From 24 April 2021 由 2021 年 4 月 24 日起 Batch B 第B批次 Tender Period from 24 April 2021 to 29 April 2021 (both days inclusive) 招標期由 2021 年 4 月 24 日起至 2021 年 4 月 29 日(包括首尾兩天) Time of Sale: Batch A 出售時間: 第A批次 On 24 April 2021: ("the first date of the sale") From 9:15 a.m. to 8:00 p.m. From 25 April 2021 and thereafter: From 11:00 a.m. to 8:00 p.m. (Monday to Sunday and Public Holiday) 2021年4月24日:(「出售首天」) 由上午9時15分至晚上8時 由 2021 年 4 月 25 日及之後: 由上午11時至晚上8時(星期一至日及公眾假期) Batch B

Batch B 第 B 批次

Commencement date of tender 招標開始日期		Closing date of tender 招標截止日期	
Date 日期 (Day 日/Month 月/Year 年)	Time 時間	Date 日期 (Day 日/Month 月 /Year 年)	Time 時間
24/4/2021	11:00 a.m. 上午 11 時	24/4/2021	12:00 noon 中午 12 時
25/4/2021	11:00 a.m. 上午 11 時	25/4/2021	12:00 noon 中午 12 時
26/4/2021	11:00 a.m. 上午 11 時	26/4/2021	12:00 noon 中午 12 時
27/4/2021	11:00 a.m. 上午 11 時	27/4/2021	12:00 noon 中午 12 時
28/4/2021	11:00 a.m. 上午 11 時	28/4/2021	12:00 noon 中午 12 時
29/4/2021	11:00 a.m. 上午 11 時	29/4/2021	12:00 noon 中午 12 時
	Date 日期 (Day 日/Month 月/Year 年) 24/4/2021 25/4/2021 26/4/2021 27/4/2021 28/4/2021	Date 日期 (Day 日/Month 月/Year 年) Time 時間 24/4/2021 11:00 a.m. 上午 11 時 25/4/2021 11:00 a.m. 上午 11 時 26/4/2021 11:00 a.m. 上午 11 時 27/4/2021 11:00 a.m. 上午 11 時 28/4/2021 11:00 a.m. 上午 11 時 29/4/2021 11:00 a.m. 11:00 a.m. 上午 11 時 11:00 a.m. 上午 11 時	招標開始日期

Place where the sale will take place:

出售地點:

Batch A

第A批次

On 24 April 2021:

62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong ("ICC Venue")

From 25 April 2021 and thereafter:

62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong ("ICC Venue")

2021年4月24日:

香港九龍柯士甸道西 1 號環球貿易廣場 62 樓(下稱「ICC 會場」)

由 2021 年 4 月 25 日及之後:

香港九龍柯士甸道西1號環球貿易廣場 62 樓(下稱「**ICC 會場**」)

Batch B 第B批次

62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong

香港九龍柯士甸道西1號環球貿易廣場62樓

Number of specified residential properties that will be offered to be sold:

128 (Batch A, 第 A 批次)

1 (Batch B, 第 B 批次)

將提供出售的指明住宅物業的數目:

Total 總共 129

Description of the residential properties that will be offered to be sold:

將提供出售的指明住字物業的描述:

Batch A

第A批次

The following units in Tower 1: 以下在第 1座的單位:

3A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 15A, 16A, 17A, 3B, 5B, 6B, 7B, 8B, 18B, 19B, 20B, 21B, 22B, 23B, 25B, 26B, 27B, 29B, 30B, 5F, 6F, 7F, 8F, 9F, 10F, 11F, 12F, 15F, 16F, 17F, 18F, 19F, 20F, 21F, 22F, 23F, 25F, 26F, 27F, 29F, 5J, 6J, 7J, 8J, 9J, 10J, 11J, 12J, 15J, 16J, 17J, 18J, 19J, 20J, 21J, 22J, 23J, 25J, 26J, 27J, 29J, 3P, 5P, 6P, 7P, 8P, 9P, 10P, 11P, 12P, 15P, 16P, 17P, 3Q, 5Q, 6Q, 7Q, 8Q, 9Q, 10Q, 11Q, 12Q, 15Q, 16Q, 17Q, 18Q, 19Q, 20Q, 21Q, 22Q, 23Q, 25Q, 26Q, 27Q, 29Q, 30Q, 3R, 5R, 6R, 7R, 8R, 9R, 10R, 11R, 12R, 15R, 16R, 17R, 18R, 19R, 20R, 21R, 22R, 23R, 25R, 26R, 27R, 29R, 30R

Batch B

第B批次

The following units in Tower 1: 以下在第 1 座的單位:

30.I

The method to be used to determine the order of priority in which each of the persons interested in purchasing any of the specified residential properties may select the residential property that the person wishes to purchase:

將會使用何種方法,決定有意購買該等指明住宅物業的每名人士可揀選其意欲購買的住宅物業的優先次序:

Batch A

On 24 April 2021 ("the first date of the sale")

I) **Abstract**

The sale of the specified residential properties will be divided into 2 sessions, and shall be proceeded in the following order, namely, Session I followed by Session II:-

S	'ession	Specified residential properties	Rules for selecting specified	Additional Rules
		that will be offered to be sold in	residential properties	
		the Session	* *	
S	ession I	Specified residential properties	A registrant must purchase two	Registrant must purchase only Session
		in Batch A ("Session I Units")	(2) specified residential	I Units, and amongst the specified
			properties, subject to the	residential properties purchased by the
			additional rules set out in the	Session I Registrant,
			right column.	
				(a) there shall not comprise a
				purchase of two (2) specified residential properties in the same
				flat for the following flat types: -
				nat for the following flat types.
				(i) Flat B;
				(ii) Flat J,
				. , ,
				2. Any specified residential properties
				available for sale in Session I not sold
				in this Session I (if any) will be made
				available for purchase in Session II.
				2 If the Cassian I Unite assistable for
				3. If the Session I Units available for
				<u> </u>
	ession II		1 , , ,	
		*	property(ies)	
		1 1		
S	dession II	After the completion of selection of specified residential properties of Session I, all remaining specified residential properties which are still available for sale.	selection and purchase are exhausted, then Session I will end. Must purchase at least one (1) but not more than two (2) specified residential property(ies)	

(II) Submission of Registration of Intent

1. Persons interested in purchasing any of the specified residential properties ("**Registrant**") must follow the procedures below.

2. Registrant must submit the following:-

- (a) only one Registration of Intent duly completed and signed by the Registrant;
- (b) Registration of Intent shall be accompanied with either one (1) or two (2) cashier orders. Each cashier order shall be in the sum of HK\$100,000 and made payable to "Mayer Brown"; and
- (c) a copy of the Registrant's H.K.I.D. Card(s)/Passport(s) or (if applicable) copy of Business Registration Certificate and documents filed with the Companies Registry showing the current list of director(s) and secretary and a copy of H.K.I.D. Card(s)/Passport(s) of the director(s)
 - to <u>ICC Venue</u> and/or such other venue(s) as announced by the Vendor from time to time (including but not limited to such other venues announced after having taken into account public health and/or safety concerns and/or any other matters), after relevant price lists of the specified residential properties are made available, till 2:00p.m. on 23 April 2021 during office hours (i.e. from 11:00a.m. to 8:00p.m. (daily)). The closing time for submission of Registration of Intent will be 2:00p.m. on 23 April 2021. Late submission or submission outside the office hours will not be accepted.

(III) Registration and Balloting for Session I and Session II

- 3. **Balloting** will be used to determine the order of priority.
- 4. The results of the balloting, including "registration number", "ballot result sequence" and "check-in timeslot" will be announced and/or posted up at the ICC Venue and on the website (www.regencybay2.com.hk) designated by the Vendor for the Phase ("Designated Website") after 4:00 p.m. on 23 April 2021.
- 5. Registrants will not be separately notified of the ballot results.

- 6. (a) On the first date of the sale, Registrant who holds a valid Registration of Intent shall personally (if the Registrant comprises corporation, then all directors of that corporation) (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) attend the ICC Venue at the following times for the purpose of checking-in:-
 - (i) [Applicable for Session I Registrant see Section (IV) below] between 9:15 a.m. and 10:00 a.m. ("Session I Check-in Timeslot"), notwithstanding the "check-in timeslot" as assigned in the results of balloting on 23 April 2021; or
 - (ii) [Applicable for Session II Registrant see Section (V) below] according to the "check-in timeslot" as announced and/or posted up at the ICC Venue and on the Designated Website on 23 April 2021 ("Session II Check-in Timeslot").

The Vendor may, for the purpose of logistics, efficiency, convenience, safety and/or other reasons to facilitate the verification of identity, make use of the lobby on 3/F, 48/F, 49/F, 76/F of International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong (the "Additional ICC Venues") to accommodate some of the Registrants by making announcement at the ICC Venue and/or the Additional ICC Venues.

- (b) For the purpose of verification of identity, the Registrant must bring along the original receipt of the valid Registration of Intent and his/her original H.K.I.D. Card(s)/Passport(s) or (if applicable) copy of Business Registration Certificate and documents filed with the Companies Registry showing the current list of director(s) and secretary and a copy of H.K.I.D. Card(s)/Passport(s) of the director(s). Registrants who arrive at the ICC Venue beyond the Session I Check-in Timeslot or (as the case may be) the Session II Check-in Timeslot on the first date of the sale shall not be eligible to participate in Session I or (as the case may be) Session II.
- (c) (If the Registrant comprises corporation) If after the submission of Registration of Intent there is any change in the directorship of the corporation, the Registration of Intent shall become invalid immediately and such Registrant shall not be eligible to participate in Session I or Session II.
- (d) Registrant who leaves the ICC Venue or (if directed by the Vendor) the Additional ICC Venues while his/her/its/their group is in session for selecting and purchasing specified residential properties shall be disqualified for participating in the selection and purchase of specified residential properties and his/her/its/their order of priority shall lapse immediately.

(IV) Procedures for Session I

- 7. **Registrant who checks-in for the Session I Check-in Timeslot (a "Session I Registrant") must** follow the rules set out in the Abstract in Section (I) and the procedures specified in Sections (II), (III), (IV) and (VI) of this Sales Arrangements.
- 8. After verification of the identity of Session I Registrants by the Vendor,
 - (a) Session I Registrants (if the registrant is a corporation, then all of its directors) shall **personally** (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) select the specified residential properties which are still available at the time of selection in the order of priority determined based on the "ballot result sequence" and in an orderly manner and within reasonable time. Session I Registrants shall <u>in compliance with the rules set out in the Abstract in Section (I) above applicable to Session I</u> select and purchase 2 specified residential properties, otherwise his/her/its/their order of priority shall lapse automatically and he/she/it/they will no longer be eligible to participate in this Session I. For the avoidance of doubt, the sequence of check-in within the Session I Check-in Timeslot shall not affect the order of priority for selection of specified residential properties in Session I.
 - (b) If the Session I Registrant has successfully selected any of the specified residential properties in compliance with the rules set out in the Abstract in Section (I), the Session I Registrant shall **personally** (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) enter into one or more Preliminary Agreement(s) for Sale and Purchase of the selected specified residential property(ies). Prior to the signing of the Preliminary Agreement for Sale and Purchase, Session I Registrant may notify the Vendor on spot to add and/or delete individual(s) signing the Preliminary Agreement(s) for Sale and Purchase, but subject to the following:
 - (i) at least one (1) Preliminary Agreement for Sale and Purchase of the selected specified residential properties shall be entered into personally by the Session I Registrant;

- (ii) the Session I Registrant will not be allowed to first delete and then add individual(s) signing the Preliminary Agreement for Sale and Purchase;
- (iii) if a Session I Registrant wishes to add any individual(s), the additional individual(s) must be the close relative(s) (i.e. spouse, parents, children, brothers, sisters, grandparents and grandchildren (a "Close Relative")) of ALL the individual(s) comprised in the Session I Registrant and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final;
- (iv) if a Session I Registrant wishes to delete any individual(s), then prior to deletion of any individual(s), all the individual(s) comprised in the Session I Registrant must be the Close Relative of each other and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final.

All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign personally (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the Session I Registrant's request to add and/or delete any individual(s).

- 9. For the avoidance of doubt, **Session I Registrants** who have selected and/or purchased any specified residential property in Session I will **NOT** be allowed to participate in Session II.
- 10. If the number of specified residential properties the Session I Registrant purchases exceeds the number of cashier orders submitted with the Registration of Intent, the Session I Registrant shall <u>submit on spot to the Vendor one cashier order for each extra specified residential property</u>. Each cashier order shall be in the sum of **HK\$100,000** and made payable to "Mayer Brown".
- 11. If the remaining specified residential properties (including the Session I Units) available for selection and purchase are such that the rules for Session I as set out in the Abstract in Section (I) cannot be satisfied, then Session I will end.

(V) Procedures for Session II

- 12. **Registrant who checks-in for the Session II Check-in Timeslot (a "Session II Registrant")** must follow the rules set out in the Abstract in Section (I) and the procedures specified in Sections (II), (III), (V) and (VI) of this Sales Arrangements.
- 13. **Registrants who have not selected and purchased any specified residential property in Session I will** be allowed to participate in Session II. For the avoidance of doubt, the following Registrants will **NOT** be allowed to participate in Session II:
 - (a) Registrants who have purchased specified residential properties in Session I;
 - (b) Registrants who have selected specified residential properties in Session I but eventually do not enter into Preliminary Agreement for Sale and Purchase of the specified residential properties so selected.
- 14. Session II shall commence pending completion of selection of specified residential properties of Session I.
- 15. After verification of the identity of Session II Registrants by the Vendor,
 - (a) Session II Registrants (if the Session II Registrant is a corporation, then all of its directors) shall **personally** (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) select the specified residential properties which are still available at the time of selection in the order of priority based on to the "ballot result sequence" and in an orderly manner and within reasonable time. Session II Registrants shall **in compliance with the rules set out in the Abstract in Section (I) above applicable to**Session II select and purchase 1 or 2 specified residential property(ies), otherwise his/her/its/their order of priority shall lapse automatically and he/she/it/they will no longer be eligible to participate in this Session II.
 - (b) If the Registrant B has successfully selected any of the specified residential properties in compliance with the rules set out in the Abstract in Section (I), the Session II Registrant shall **personally** (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) enter into one or more Preliminary Agreement(s) for Sale and Purchase of the selected specified residential property(ies). Prior to the signing of the Preliminary Agreement for Sale and Purchase, Session II Registrant may notify the Vendor on spot to add and/or delete individual(s) signing the Preliminary Agreement(s) for Sale and Purchase, but subject to the following:
 - (i) **(only applicable if the Registrant shall select to purchase two (2) specified residential properties)** at least one (1) Preliminary Agreement for Sale and Purchase of the selected specified residential properties shall be entered into personally by the Session II Registrant;

- (ii) the Session II Registrant will not be allowed to first delete and then add individual(s) signing the Preliminary Agreement for Sale and Purchase;
- (iii) if a Session II Registrant wishes to add any individual(s), the additional individual(s) must be the close relative(s) (i.e. spouse, parents, children, brothers, sisters, grandparents and grandchildren ("Close Relative")) of ALL the individual(s) comprised in the Session II Registrant and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final;
- (iv) if a Session II Registrant wishes to delete any individual(s), then prior to deletion of any individual(s), all the individual(s) comprised in the Session II Registrant must be the Close Relative of each other and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final.

All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign personally (or (if an individual) pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the Session II Registrant's request to add and/or delete any individual(s).

- If the number of specified residential properties the Session II Registrant purchases exceeds the number of cashier orders submitted with the Registration of Intent, the Session II Registrant shall <u>submit on spot to the Vendor one cashier order for each extra specified residential property</u>. Each cashier order shall be in the sum of **HK\$100,000** and made payable to "Mayer Brown".
- 17. If the remaining specified residential properties available for selection and purchase are such that the rules for Session II as set out in the Abstract in Section (I) cannot be satisfied, then Session II will end.

(VI) General Procedures

- 18. For the purpose of the selection and purchase of specified residential units in Session I and Session II, under no circumstance shall any Registrant be permitted to select and purchase more than 2 specified residential units in the Phase.
- 19. Each individual or corporation (whether alone or jointly with others) shall only be registered under one valid Registration of Intent. Duplicated registration in a Session will not be accepted. The Registration of Intent is personal to the registrant and shall not be transferable. The order of submission of the Registration of Intent will not have any impact on the order of priority for selecting the specified residential properties. In case of dispute, the Vendor reserves its right to determine whether a Registration of Intent is valid and should be included in balloting.
- 20. If a registrant purchases any specified residential property(ies), the cashier order(s) will be used as part payment of the preliminary deposit for the purchase of the specified residential property(ies).
- 21. The Vendor shall not be responsible to the registrants for any error or omission contained in the ballot results.
- 22. If a registrant has not purchased any specified residential property or the number of specified residential property(ies) being purchased is less than the number of cashier order submitted together with his/her/its/their Registrant(s) of Intent, his/her/its/their unused cashier order(s) will be available for collection by the registrant (or his/her/its/their authorized person) at ICC Venue from 26 April 2021 to 27 April 2021 during office hours (i.e. from 2:00p.m. to 8:00p.m.). The registrant must bring along his/her/its/their H.K.I.D. Card(s)/Passport(s) (or a copy of the H.K.I.D. Card(s)/Passport(s) of the registrant if unused cashier order(s) is/are collected by authorized person), (if applicable) copy of Business Registration Certificate, the original receipt of valid Registration of Intent, and (if applicable) a valid authorization letter and a copy of the H.K.I.D. Card/Passport of the authorized person.
- After the completion of selection of the specified residential properties by the eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person interested in purchasing at **ICC Venue**. In case of any dispute, the Vendor reserves its absolute right to allocate any specified residential properties to any person interested in purchasing by any method (including balloting).
- 24. The Vendor reserves the right to close the **ICC Venue** and the Additional ICC Venues (if applicable) at any time if all the specified residential properties have been sold out, provided that the ICC Venue shall be open for the collection of unused cashier order(s) at the time period specified in paragraph 22 above.
- 25. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 7:00 a.m. and 8:00 p.m. on the date on which Registration of Intent may be submitted and/or the first date of the sale, then, for the safety of the registrants and the maintenance of order at the ICC Venue and/or the Additional ICC Venues (if applicable), the Vendor reserves its absolute right to change the date(s) and/or

time (including the closing date and/or time) for submission of Registration of Intent and/or the first date of the sale to such other date(s) and/or time as the Vendor may consider appropriate and/or to close the **ICC Venue** and/or the Additional ICC Venues (if applicable). Details of the arrangement will be posted by the Vendor on the website (www.regencybay2.com.hk) designated by the Vendor for the Phase of the Development. Registrants will not be notified separately of the arrangement.

- The Vendor reserves the right at any time, (I) for the purpose of maintaining security and order at the ICC Venue and/or (if applicable) the Additional ICC Venues, safety of the registrants and/or smooth operation of the sales procedures and/or (II) due to disrupted access to the ICC Venue and/or (if applicable) the Additional ICC Venues; and/or (III) where there is any event or circumstance affecting or which may affect the safety, order or public health in the ICC Venue and/or (if applicable) the Additional ICC Venues; and/or (IV) for the purpose of protecting the health of the registrants and other participants in the ICC Venue and/or (if applicable) the Additional ICC Venues, to:-
 - (a) (prior to the first date of the sale and/or commencement of sale of the specified residential properties on a day) (i) change the date(s) and/or time(s) and/or location(s) of (1) submission of Registration of Intent and/or (2) the check-in timeslot for the Sessions and/or (3) the first date of the sale and/or any other date of sale and/or any sales procedures as the Vendor may consider appropriate and/or (ii) to close the ICC Venue and/or (if applicable) the Additional ICC Venues. Details of the arrangement will be posted up by the Vendor at the ICC Venue and/or on the Designated Website. Registrants will not be notified separately of the arrangement; and
 - (b) (during the sale of the specified residential properties on a day) suspend the sale of all the remaining unsold specified residential properties ("*remaining units*") or postpone the sale of the remaining units to such other date(s) and/or time(s) as the Vendor may consider appropriate. Details of the arrangement will be posted up by the Vendor at the **ICC Venue** and/or (if applicable) the Additional ICC Venues and/or on the Designated Website. Registrants will not be notified separately of the arrangement.
- 27. The Vendor's decision to change the date(s) and/or time(s) and/or location(s) for submission of Registration of Intent and/or the check-in timeslot for the Sessions and/or the first date of the sale and/or any other date of sale pursuant to paragraphs 25 and 26 above shall be final and binding on all registrants, and no registrant shall have any claim against the Vendor in respect thereof.
- All registrants shall comply with the prescribed procedures as may be required by the Vendor before entering into the ICC Venue and/or (if applicable) the Additional ICC Venues for the purpose of maintaining public health. If a registrant shall not comply with such prescribed procedures, the Vendor reserves its absolute discretion to disqualify the registrant from participating in the sale of specified residential properties in Session I and/or Session II and his/her/their/its order of priority in Session I and/or Session II shall lapse immediately. In case of any dispute, the decision of the Vendor shall be final and conclusive.

On 25 April 2021 and thereafter:-

- 29. Subject to the completion of the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person interested in purchasing the remaining specified residential properties. In case of any dispute, the Vendor reserves its absolute right to allocate any remaining specified residential properties to any person interested in purchasing by any method (including balloting).
- 30. The Vendor reserves the right to close the ICC Venue at any time if all the specified residential properties have been sold out, provided that the ICC Venue shall be open for the collection of unused cashier order(s) at the time period specified in paragraph 22 above.
- 31. If the Vendor postpones the first date of the sale to such other date pursuant to this Sales Arrangements, the subsequent dates of sale will be postponed accordingly.
- 32. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 9:00 a.m. and 8:00 p.m. on any date of sale (other than the first date of the sale), for the safety of the registrants and the maintenance of order at the **ICC Venue**, the Vendor reserves its absolute right to close the **ICC Venue**. Details of the arrangement will be posted by the Vendor on the Designated Website.
- 33. The Vendor reserves the right at any time, (a) for the purpose of maintaining security and order at the **ICC Venue** and/or (if applicable) the Additional ICC Venues, safety of the registrants, smooth operation of the sales procedures and/or (b) due to disrupted access to the **ICC Venue** and/or (if applicable) the Additional ICC Venues; and/or (c) where there is any event or circumstance affecting or which may affect the safety, order or public health in the **ICC Venue** and/or (if applicable) the Additional ICC Venues, to change the date(s) and/or time(s) and/or location(s) of the sale to such other date(s) and/or time(s) and/or location(s) as the Vendor may consider appropriate.

34. In the event of any discrepancy between the English and Chinese versions of this Sales Arrangements, the English version shall prevail.

Batch B

Sale by Tender. See details and particulars in the tender notice. From 21 April 2021 to 29 April 2021 during office hours (Monday to Sunday 11:00 a.m. to 12:00 noon) the tender notice and other relevant tender documents will be made available for collection free of charge at 62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong.

第A批次

2021年4月24日(下稱「出售首天」):

(I) 摘要

指明住宅物業將會分兩節出售及順序以第Ⅰ節然後第Ⅱ節進行:

節	將在該節提供出售的指明住宅物 業	揀選指明住宅物業的 規則	額外規則
第I節	第A批次的指明住宅物業(「 第 I 節單位 」)	必須購買 2 個指明住宅物業,並須遵守右欄所列的額外規則。	1. 只可以購買「第I節單位」,所購買的指明住宅物業中:- (a) 不可同時包含兩(2)個下述之相同戶型:- (i) B單位; (ii) J單位, 2. 任何第I節可供出售的指明住宅單位於第I節未被購買(如有)將會於第II節以供出售。 3. 如所有可供出售及選擇的第I節單位已售畢,第I節將會結束。
第Ⅱ節	所有於第 I 節揀選完成後剩餘仍可供出售的指明住宅物業。	必須購買最少1個但不多於2個指明住宅物業。	

- 1. 有意購買任何指明住宅物業的人士(下稱「登記人」)須遵從下列程序。
- 2. 登記人須從指明住宅物業的相關價單提供後至2021年4月23日下午2時於辦公時間內(即每日上午11時至晚上8時)於<u>ICC會場</u>及/或任何賣方不時宣佈之會場(包括但不限於賣方因應公共衛生及/或公眾安全考慮及/或任何其他事宜不時宣佈之會場):
 - (a) 一份已填妥及由登記人簽署的購樓意向登記;
 - (b) 購樓意向登記須附有 1 張或 2 張本票。每張本票金額為港幣\$100,000 及抬頭人須為「孖士打律師行」;及
 - (c) 遞交登記人的香港身份證/護照副本或(如適用)商業登記證書副本及已於公司註冊處登記之文件以顯示當時的董事及秘書的名單及董事的身份證/護照副本。

遞交購樓意向登記截止時間為 2021 年 4 月 23 日 下午 2 時。逾期遞交或在辦公時間以外遞交的恕不受理。

(III) 登記事項及有關第 I 節及第 II 節之抽籤

3. 以抽籤方式決定選購的指明住宅物業的優先次序。

- 4. 抽籤結果,包括「登記號碼」、「抽籤結果順序」及「報到時段」將於2021年4月23日下午4時之後於ICC 會場公布及/或貼出告示及於賣方為期數指定的互聯網網站的網址(www.regencybay2.com.hk)(下稱「指定網站」)公布。
- 5. 登記人將不獲另行通知抽籤結果。
- 6. (a) 持有有效的購樓意向登記之登記人須於出售首天:-
 - (i) [適用於第 I 節登記人 見第 (IV)部份]上午 9 時 15 分至上午 10 時內(「第 I 節報到時段」), 儘管 2021 年 4 月 23 日之抽籤結果另有訂明其他報到時段;或
 - (ii) [適用於第 II 節登記人 見第 (V)部份]按照於 2021 年 4 月 23 日於 ICC 會場公布及/或貼出告示及於指定網站公布之抽籤結果內所訂明之報到時段(「第 II 節報到時段」)。

親身(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)到達 ICC 會場報到。賣方可基於流程、效率、方便、安全及/或其他便利核實身份程序的原因使用香港九龍柯士甸道西 1 號環球貿易廣場 3 樓、48 樓、49 樓及 76 樓大堂 (「外加 ICC 會場」)以容納部份登記人,並於 ICC 會場及/或外加 ICC 會場作出適當的公布。

- (b) 為核實身份,登記人須攜同有效的購樓意向登記收據正本及其香港身份證/護照正本或(如適用)商業登記證書副本及已於公司註冊處登記之文件以顯示當時的董事及秘書的名單及董事的身份證/護照副本。於出售首天第 I 節報到時段或(如適用)第 II 節報到時段以外的時間才到達 ICC 會場或(如賣方指示)外加 ICC 會場的登記人將不享有參與任何第 I 節或(如適用)第 II 節的資格。
- (c) (如登記人由公司組成)如果在遞交購樓意向登記後,公司有任何董事會成員的變更,其相關的購樓意向登記將立即變成無效,登記人將不享有參與第 I 節或第 II 節的資格。
- (d) 在進行選購指明住宅物業之時離開 ICC 會場或(如賣方指示)外加 ICC 會場之登記人將被取消參與選購指明住宅物業的資格及其優先次序將立即失效。

(IV) 第 I 節的程序

- 7. **於第 I 節報到時段報到的合資格人士(下稱「第 I 節登記人」)須遵從**本銷售安排第(I)部份的摘要列出的規則及第(II),(III),(IV)及(VI)部份指定的程序。
- 8. 賣方核實第 I 節登記人身份後,
 - (a) 第 I 節登記人(如第 I 節登記人由公司組成,則該公司的所有董事)須按根據「**抽籤結果順序**」以釐定之次序有秩序地及於合理時間內**親身**(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)揀選於當時仍可供揀選的指明住宅物業。第 I 節登記人須**遵守上述第(I)部份的摘要列出適用於第 I 節的規則**選購 2 個指明住宅物業,否則其優先次序將自動失效,第 I 節登記人將不再享有參與本節的資格。未免生疑,於第 I 節報到時段內報到之先後不會影響揀選第 I 節可供揀選的指明住宅物業之優先次序。
 - (b) 如果第 I 節登記人遵從本銷售安排第(I)部份的摘要列出的規則成功揀選指明住宅物業,第 I 節登記人 須**親身**(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)簽署一份或多份臨時買賣合約購買其 揀選的指明住宅物業。在簽署臨時買賣合約前,第 I 節登記人可即時通知賣方增加及/或刪除簽署臨時 買賣合約的個人,惟須受以下所限:
 - (i) 第 I 節登記人須親身簽署至少 1 份指明住宅物業的臨時買賣合約;
 - (ii) 第 I 節登記人將不可先刪除然後增加簽署臨時買賣合約的個人;
 - (iii) 如第I節登記人希望加入任何個人,新加入之個人必須為所有組成第I節登記人的個人的近親 (即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女(「**近** 親」)),登記人須提供令賣方滿意的該近親關係的證明,就此賣方的決定為最終;
 - (iv) 如第 I 節登記人希望刪除任何個人,則在刪除任何個人之前所有組成第 I 節登記人的個人必須 互相為對方的近親及登記人須提供令賣方滿意的該近親關係的證明,就此賣方的決定為最 終。

所有人須以買家身份親身(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)簽署臨時買賣合約。賣方保留其絕對酌情權允許或拒絕第 I 節登記人增加及/或刪除任何個人的要求。

- 9. 為免疑問,有在第 I 節揀選及/或選購任何指明住宅物業的第 I 節登記人不可以參與第 II 節。
- 10. 如果第 I 節登記人選購的指明住宅物業數目多於其遞交購樓意向登記時附有本票的數目,第 I 節登記人須為每一多出之指明住宅物業即場向賣方補交一張本票。每張本票金額為港幣\$100,000 及抬頭人須為「孖士打律師行」。
- 11. 如在第 I 節餘下可供選購的指明住宅物業數目不能滿足第(I)部份的摘要列出對此第 I 節的規則,則第 I 節將會完結。

(V) 第Ⅱ節的程序

- 12. 於第 II 節報到時段報到的合資格人士(下稱「第 II 節登記人」)須遵從本銷售安排第(I)部份的摘要列出的規則 及第(II),(III),(V) 及(VI)部份指定的程序。
- 13. **沒有在第Ⅰ節中選購任何指明住宅物業的第Ⅰ節登記人可參與第Ⅱ節**。為免疑問,以下登記人**不可**參與第Ⅱ 節:
 - (a) 已在第 I 節中購買指明住宅物業的登記人;
 - (b) 已在第 I 節中揀選指明住宅物業,但沒有簽署該等已揀選的指明住宅物業的臨時買賣合約的登記人。
- 14. 第 II 節會於第 I 節完成揀選指明住宅物業時展開。
- 15. 賣方核實第 II 節登記人身份後,
 - (a) 第Ⅱ節登記人(如第Ⅱ節登記人由公司組成,則該公司的所有董事)須根據「**抽籤結果順序」**有秩序地及於合理時間內親身(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)揀選於當時仍可供揀選的指明住宅物業。第Ⅱ節登記人須<u>遵守上述第(I)部份的摘要列出適用於第Ⅱ節的規則</u>選購 1 個或 2 個指明住宅物業,否則其優先次序將自動失效,第Ⅱ節登記人將不再享有參與本節的資格。
 - (b) 如果第 II 節登記人遵從本銷售安排第(I)部份的摘要列出的規則成功揀選指明住宅物業,第 II 節登記人須親身(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)簽署臨時買賣合約購買其揀選的指明住宅物業。在簽署臨時買賣合約前,第 II 節登記人可即時通知賣方增加及/或刪除簽署臨時買賣合約的個人,惟須受以下所限:
 - (i) (只適用於購買 2 個指明住宅物業的第 II 節登記人) 第 II 節登記人須親身簽署至少 1 份指明住宅物業的臨時買賣合約;
 - (ii) 第 II 節登記人將不可先刪除然後增加簽署臨時買賣合約的個人;
 - (iii) 如第 II 節登記人希望加入任何個人,新加入之個人必須為所有組成第 II 節登記人的個人的近親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女)(「**近親**」),登記人須提供令賣方滿意的該近親關係的證明,就此賣方的決定為最終;
 - (iv) 如第 II 節登記人希望刪除任何個人,則在刪除任何個人之前所有組成第 II 節登記人的個人必須互相為對方近親及登記人須提供令賣方滿意的該近親關係的證明,就此賣方的決定為最終。

所有人須以買家身份親身(或(如個人)按賣方所規定的樣本並有效地簽署的授權書)簽署臨時買賣合約。賣方保留其絕對酌情權允許或拒絕第Ⅱ節登記人增加及/或刪除任何個人的要求。

- 16. 如果第 II 節登記人選購的指明住宅物業數目多於其遞交購樓意向登記時附有本票的數目,第 II 節登記人須為每一多出之指明住宅物業即場向賣方補交一張本票。每張本票金額為**港幣\$100,000** 及抬頭人須為「**孖士打律** 節行」。
- 17. 如在第 II 節餘下可供選購的指明住宅物業數目不能滿足第(I)部份的摘要列出對此第 II 節的規則,則第 II 節將會完結。

(VI) 一般程序

- 18. 就於第Ⅰ節及第Ⅱ節選購指明住宅物業而言,任何登記人均不得購買多於2個期數内之指明住宅物業。
- 19. 每人或公司(不論單獨或與他方聯名)只可登記一份有效的購樓意向登記,重複的登記將不會被接受。購樓意向登記只適用於登記人本人及不能轉讓。遞交購樓意向登記次序不會影響揀選指明住宅物業的優先次序。如有爭議,賣方保留權利決定購樓意向登記是否有效及是否應被納入抽籤。
- 20. 如登記人成功購入任何指明住宅物業,本票將會用作支付購買指明住宅物業的部份臨時訂金。
- 21. 如抽籤結果有任何錯誤或遺漏,賣方無須向登記人承擔任何責任。
- 22. 如登記人並無購入任何指明住宅物業或其購入之指明住宅物業數目少於其於連同相關購樓意向遞交之本票之數目者,可於 2021 年 4 月 26 日至 2021 年 4 月 27 日辦公時間內(下午 2 時至晚上 8 時)親臨 ICC 會場辦理取回未使用的本票。登記人必須攜同登記人香港身份證/護照正本(如以獲授權人士取回未使用的本票,則須攜同登記人香港身份證/護照副本)、(如適用)商業登記證書副本、有效的購樓意向登記收據正本、及(如適用)有效的授權信及獲授權人士之香港身份證/護照副本。
- 23. 在當抽籤及合資格人士根據上述程序選購指明住宅物業完畢後,餘下的指明住宅物業(如有)將以先到先得形式於 ICC 會場向任何有意購買的人士發售。如有任何爭議,賣方保留絕對權利以任何方式(包括抽籤)分配任何指明住宅物業予任何有意購買的人士。
- 25. 如在可遞交購樓意向登記的任何一天及/或出售首天上午 7 時至晚上 8 時的任何時間內,八號或更高熱帶氣旋警告信號或黑色暴兩警告信號在香港生效,為保障登記人的安全及維持 ICC 會場及/或外加 ICC 會場(如適用)的秩序,賣方保留絕對權利更改遞交購樓意向登記的日期及/或時間(包括截止日期及/或時間)及/或出售首天至賣方認為合適的其他日期及/或時間及/或關閉 ICC 會場及/或外加 ICC 會場(如適用)。賣方會將安排的詳情於賣方為發展項目的期數指定的互聯網網站的網址(www.regencybay2.com.hk)公布。登記人將不獲另行通知。
- 26. 賣方保留權利隨時(I)因維持 ICC 會場及/或(如適用)外加 ICC 會場的安全及秩序、登記人的安全和/或銷售程序的順利運作及/或(II) 因 ICC 會場及/或(如適用)外加 ICC 會場的進出受到阻撓及/或(III)有任何事件或情況影響或可能影響 ICC 會場及/或(如適用)外加會場的安全、秩序或公共衛生及/或(IV)爲了保護 ICC 會場及/或(如適用)外加會場的登記人或參與者的健康的目的而作出以下行爲:
 - (a) (於出售首天及/或出售日期當天開始出售指明住宅物業前)(i)更改(1)遞交購樓意向登記或(2)所有節之任何部分的報到時段及/或(3)出售首天及/或任何其他出售日期及/或任何銷售程序的日期至賣方認爲合適的日期及/或時間及/或地點,及/或(ii)關閉 ICC 會場及/或(如適用)外加會場。賣方會將安排的詳情於 ICC 會場及/或於指定網站公布。登記人將不獲另行通知;及
 - (b) (在出售日期當天出售指明住宅物業期間)暫停出售所有剩餘未售出的指明住宅物業(「**剩餘單位**」)或延遲出售剩餘單位至賣方認為合適的其他日期及/或時間。賣方會將安排的詳情於會場及/或(如適用)外加 ICC 會場及/或指定網站公布。登記人將不獲另行通知。
- 27. 賣方根據上述第 25 段及第 26 段就更改遞交購樓意向登記及/或預先登記及/或所有節之任何部分的報到時段及/或出售首天及/或其他出售日的日期及/或時間及/或地點所作的決定為最終決定,對登記人具有約束力。登記人不得就此向賣方提出任何索賠。
- 28. 爲了維護公共衛生的目的,所有登記人在進入 **ICC 會場**及/或(如適用)外加 **ICC** 會場之前須遵守賣方可能要求的規定程序。如登記人不遵守該等規定程序,賣方保留絕對權力取消該登記人參與第 I 節及/或第 II 節的指明住宅物業的銷售,其於第 I 節及/或第 II 節的優先次序將立即失效。如有爭議,賣方所作的決定為最終及不可推翻。

2021年4月25日及之後:

- 29. 在根據上述程序完成合資格人士選購指明住宅物業的前提下,餘下的指明住宅物業(如有)將以先到先得形式向任何有意購買的人士發售。如有任何爭議,賣方保留絕對權利以任何方式(包括抽籤)分配任何餘下的指明住宅物業予任何有意購買的人士。
- 30. 賣方保留權利在所有指明住宅物業已售出的情況下於任何時間關閉 ICC 會場,惟 ICC 會場會於上述第 22 段指明的時間内開放以用作辦理取回未使用的本票。
- 31. 如賣方根據本銷售安排延遲出售首天至其他日期,其後的出售日期將會順延。
- 32. 如在任何出售日期(除出售首天)的上午9時至晚上8時的任何時間內,八號或更高熱帶氣旋警告信號或黑色暴雨警告信號在香港生效,為保障登記人的安全及維持ICC會場的秩序,賣方保留絕對權利關閉ICC會場。賣方會將安排的詳情於指定網站公布。
- 33. 賣方保留權利隨時(a)因維持 ICC 會場及/或(如適用)外加 ICC 會場的安全及秩序、登記人的安全和/或銷售程序的順利運作及/或(b) 因 ICC 會場及/或(如適用)外加 ICC 會場的進出受到阻撓及/或(c)有任何事件或情況影響或可能影響 ICC 會場及/或(如適用)外加 ICC 會場的安全、秩序或公共衛生而更改銷售的日期及/或時間及/或地點至賣方認爲合適的其他日期及/或時間及/或地點。
- 34. 倘若本銷售安排中英文文本有異,以英文文本為準。

第B批次

以招標方式出售。請參閱招標公告的細節和詳情。招標公告及其他相關招標文件可由 2021 年 4 月 21 日起至 2021 年 4 月 29 日於辦公時間內 (星期一至日上午 11 時至中午 12 時)於香港九龍柯士甸道西 1 號環球貿易廣場 62 樓免費領取。

The method to be used, where 2 or more persons are interested in purchasing a particular specified residential property, to determine the order of priority in which each of those persons may proceed with the purchase:

在有兩人或多於兩人有意購買同一個指明住宅物業的情況下,將會使用何種方法決定每名該等人士可購買該物業的優先次序:

Please refer to the above method of both Batch A and Batch B respectively 請參照上述第 A 批次及第 B 批次之方法

Other matters:

其他事項:

Batch B

第B批次

- 1. 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 any specified residential property. The Vendor has the absolute right to withdraw from the sale of any specified residential property at any time before the acceptance of any offer. The Vendor has the absolute right to accept any offer at or before the closing time of the tender.
 - 賣方並不承諾亦無責任閱覽、考慮或接受認購任何指明住宅物業最高出價之要約或任何要約。賣方有絕對權利於接受任何要約前於任何時間撤回出售任何指明住宅物業。賣方有絕對權利於招標截止時間或之前接受任何要約。
- 2. The tender of the specified residential property(ies) will proceed in accordance with these Sales Arrangements irrespective of whether any tropical cyclone warning signal or any rainstorm warning signal is in effect at any time on any date of sale. 即使於任何出售日期及任何時間內有任何熱帶氣旋警告信號或任何暴雨警告信號生效,指明住宅物業的招標會繼續按本銷售安排進行。
- 3. Persons interested in submitting tenders of the specified residential property(ies) are reminded to read the latest register of transactions so as to ascertain whether a particular specified residential property is still available for tender on a date of sale. Although a specified residential property may be available for tender on a date of sale, it may become unavailable during that date of sale because the Vendor may accept a tender within the acceptance period after the close of that previous tender exercise (if any).

有意遞交指明住宅物業的投標書的人士敬請檢視成交紀錄冊,以知悉某一指明住宅物業在某一出售日期是否仍然可供出售。雖然某一指明住宅物業可能在某一出售日期仍然可供出售,因賣方可能會在先前的招標程序完結後的承約期間內接納該指明住宅物業的投標書,該指明住宅物業可能於該出售日期內的期間變為不再可供出售(如有)。

4. In the event of any discrepancy between the English and Chinese versions of these Sales Arrangements, the English version shall prevail.

倘若本銷售安排中英文文本有異,以英文文本為準。

Hard copies of a document containing information on the above sales arrangements are available for collection by the general public free of charge at:

載有上述銷售安排的資料的文件印本於下列地點可供公眾免費領取:

From 11:00 a.m. to 8:00 p.m. (daily)

62/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong

After 8:00 p.m. to 11:00 a.m. of the next day (daily)

3/F Lobby, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong

由上午11時至晚上8時(每日)

香港九龍柯士甸道西1號環球貿易廣場62樓

由晚上8時後至翌日上午11時(每日)

香港九龍柯士甸道西1號環球貿易廣場3樓大堂

Date of Issue: 20 April 2021 **發出日期:** 2021 年 4 月 20 日

^{*}Remarks: Tower 1 of Phase 2 of Regency Bay Development is called "Regency Bay II"

^{*}備註: 御海灣發展項目的第2期中的第1座稱為「御海灣 II」