

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

招標文件

公開招標承投購買物業

Tenders are invited for the purchase of the properties in
現招標承投購買以下發展項目之物業

Allegro 瓏碧

(being the properties as set out in any of the Information on Sales Arrangements
issued by the Vendor for Allegro from time to time (as the same may be revised by the Vendor from time to time),
unless previously withdrawn or sold)

(即任何一份或多份賣方不時發出的瓏碧的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)
內列出的物業，但若在招標截止時限之前物業已被撤回或出售則除外)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For Allegro**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Allegro**”.

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「瓏碧」，放入位於售樓處(定義見招標公告)擺放的標示為「瓏碧公開招標」的投標箱內。

Vendor: **High Bond Limited**
Room 601, 6/F, Tower A, China Life Center, One Harbour Gate, No.18 Hung Luen Road, Hung Hom,
Kowloon, Hong Kong
賣方: **陞懋有限公司**
香港九龍紅磡紅鸞道 18 號中國人壽中心 A 座 6 樓 601 室

Vendor's solicitors: **Mayer Brown**
16-19th Floors, Prince's Building, 10 Chater Road, Central, Hong Kong
賣方律師: **孖士打律師行**
香港中環遮打道 10 號太子大廈 16-19 樓

Vendor's agent: **Country Garden (Hong Kong) Property Agency Limited**
Room 601, 6/F, Tower A, China Life Center, One Harbour Gate, No.18 Hung Luen Road, Hung Hom,
Kowloon, Hong Kong
Enquiry Hotline: 2806 0318
賣方代理人: **碧桂園(香港)地產代理有限公司**
香港九龍紅磡紅鸞道 18 號中國人壽中心 A 座 6 樓 601 室
查詢熱線: 2806 0318

PART 1: TENDER NOTICE

第 1 部份： 招標公告

1. Definitions 定義

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the thirtieth day after the closing of tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Development”	means Allegro, Kowloon Hong Kong;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document;
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“Property for Tender”	means all or any of the properties offered for sale by tender as set out in the Sales Arrangements;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“Sales Arrangements”	means any of the Information on Sales Arrangements issued by the Vendor for Allegro from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	Shop 4, G/F, Allegro, 138 Carpenter Road, Kowloon;
“Tender Closing Date”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement;
“Tender Commencement Date”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer

	Form;
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the Offer Form as the tenderer;
“Vendor”	means High Bond Limited; and
“Vendor’s solicitors”	means Messrs. Mayer Brown.
「承約期間」	指由遞交投標書的首日至招標截止日期後的第 30 日(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指香港九龍瓏碧；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的以招標形式出售的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的瓏碧的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指九龍賈炳達道 138 號瓏碧地面層商舖 4 號；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格中訂明為投標者的人士；
「賣方」	指陞巒有限公司；及
「賣方律師」	指孖士打律師行。

2. **Procedures of Tender 招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
賣方現按照載於招標文件的條款及細則招標承投購該招標物業。

- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 A tender must be:-
投標書必須：
- made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第3部分)。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
 - accompanied with the following documents:-
連同以下文件：
 - (i) Cashier order(s) and/or cheque(s)
銀行本票及／或支票
One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to "MAYER BROWN", provided that HK\$100,000 thereof is paid by cashier order(s). The Preliminary Deposit paid by way of an estate agent's cheque or a personal cheque may be acceptable as the Vendor may determine in its absolute discretion.
由根據《銀行業條例》第16條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的5%，該金額須作為投標的臨時訂金，抬頭寫「孖士打律師行」，其中港幣HK\$100,000元以銀行本票支付，賣方可全權酌情考慮接受買方以地產代理支票或私人支票支付臨時訂金。
 - (ii) Tenderer's identification document
投標者的身份證明文件
If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.
如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。
If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) Intermediary's licence (if applicable)
中介人的牌照(如適用)
Copy of licence of the estate agent appointed by the Tenderer.
投標者委託的地產經紀的牌照複印本。
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
由投標者填妥並簽署的附件的文件
 - (1) Measurements of the Tendered Property
投標物業的量度尺寸
 - (2) Warning to Purchasers
對買方的警告
 - (3) Personal Data Collection Statement
收集個人資料聲明
 - (4) Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書

- (5) Acknowledgement Letter Regarding Operation of Gondola (If applicable)
關於吊船操作的確認函(如適用)
- (6) Acknowledgement Letter Regarding Flat Roof/Roof (If applicable)
有關平台/天台的確認書(如適用)
- (7) Acknowledgement Letter Regarding Open Kitchen (If applicable)
關於開放式廚房的確認書(如適用)
- (8) Acknowledgement Letter Regarding Area for Air-Conditioning (If applicable)
有關冷氣機位置的確認書(如適用)
- (9) Acknowledgement Letter Regarding Feature Wall (If applicable)
關於特色牆的確認書(如適用)
- (10) Acknowledgement Letter Regarding Furniture Voucher Benefit (If applicable)
關於傢俱禮券優惠(如適用)
- (11) Acknowledgement Letter for Viewing of Property
關於參觀物業的確認信
- (12) Vendor's Information Form
賣方資料表格

Please do NOT date any of the documents mentioned in sub-paragraph (iv).
請不要於第(iv)分段所述的任何文件內填上日期。

- enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Allegro**”; and
放入普通信封內，信封面上書明賣方收啓，並清楚註明「**瓏碧**」；及
- placed in the Tender Box labelled “**Public Tender For Allegro**” placed at the Sales Office during the Tender Period.
於招標期間放入位於售樓處擺放的標示為「**瓏碧公開招標**」的投標箱內。

The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time during the Tender Period.

即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效，招標會繼續進行。

- 2.8 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.9 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).
要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.
作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. Acceptance of Tender **接受投標**

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

- 投標書如獲接納，中標者即成為該投標物業之買方。
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting. 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
如買方有意以其授權人代表其簽署正式合約：
(i) the Vendor’s solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
(ii) the relevant power of attorney is required to be approved by the Vendor.
相關授權書須由賣方事先批准。
- (b) All loan applications made to the financial institution referred by the Vendor or any other company designated by the Vendor, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.
所有向賣方介紹之財務機構或賣方指定的其他公司作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. Miscellaneous 其他事項

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor’s agent, Country Garden (Hong Kong) Property Agency Limited, of Room 601, 6/F, Tower A, China Life Center, One Harbour Gate, No.18 Hung Luen Road, Hung Hom, Kowloon, Hong Kong (Enquiry Hotline: 2806 0318). 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人碧桂園(香港)地產代理有限公司，地址為香港九龍紅磡紅鸞道 18 號中國人壽中心 A 座 6 樓 601 室(查詢熱線: 2806 0318)。
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement. 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders. 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail. 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[End of Part 1: Tender Notice]
[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

第 2 部分： 出售條款

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.
招標公告定義的詞語在本出售條款中具有相同含義。
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day).
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。
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 19 條所載就正式合約應付之所有印花稅。
9. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) this Preliminary Agreement is terminated;
本臨時合約即終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.
該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
12. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。

13. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 14 and fully understands its contents.
買方確認已收到第 14 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
14. For the purposes of clause 13, the following is the “Warning to Purchasers”–
就上述第 13 條而言，「對買方的警告」內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
15. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whatsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括但不限于身份証號碼及地址)，及全數金額或其他代價，包括但不限于任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
16. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
17. The Purchaser purchase with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
18. The Property is sold on “as is” basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。
19. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor

shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

20. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
21. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
一切製作、登記及完成公契及管理協議(『公契』)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、所購住宅的按揭(如有)之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。
22. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
23. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
買方如有更改地址或電話，須以書面通知賣方。
24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
25. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
26. The Vendor and the Purchaser shall execute the Agreement containing the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
買賣雙方須於正式合約中載有印花稅條例第 29B(5)條所指明之事項。
27. Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
28. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規限制。
(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement;
and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

29. In this Preliminary Agreement:-
在本臨時合約中—

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
“工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

Schedule to Conditions of Sale
出售條款的附表

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

[End of Part 2: Conditions of Sale]
[第2部分：出售條款完]

PART 3: OFFER FORM

第 3 部份：要約表格

(To be completed by the Tenderer) (由投標者填寫)

To: **The Vendor**
致： **賣方**

1. Offer
要約

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的投標價購買該投標物業，並受本招標文件及出售條款的條款及細則所約束。

2. Binding agreement if offer is accepted
如要約獲接納將構成有效協議

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Letter of Acceptance and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同接納書及出售條款)構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. Address for receipt of Letter of Acceptance
收取接納書的地址

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and/or return of cashier order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. Declarations, representations and warranties
聲明、陳述及保證

I/We hereby declare, represent and warrant to the Vendor as follows:-

本人／我們現聲明、陳述及保證如下：

(a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**

本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。

(b) The Vendor and their staff did not and will not collect directly or indirectly from my/us or the Intermediary any fees or commission in addition to the Tendered Price, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Tendered Property, I/we should report the case to the Independent Commission Against Corruption.

除投標價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人／我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。

5. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

本人／我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有)。

Vendor 賣方: HIGH BOND LIMITED 陸鑾有限公司

Sales Agent for Vendor 賣方銷售代理人: Country Garden (Hong Kong) Property Agency Limited 碧桂園(香港)地產代理有限公司

Vendor's
solicitors
賣方律師

Mayer Brown
孖士打律師行

Address: 16-19th Floors, Prince's Building, 10 Chater Road,
Central, Hong Kong
地址: 香港中環遮打道 10 號太子大廈 16-19 樓

Tel. No. 電話號碼: 2843 2211
Fax No. 傳真號碼: 2845 9121

Purchaser
買方

Purchaser's Name(s)
買方姓名

ID No. (HK/Macau/PRC)/ Passport No./ B.R.No.
身份證號碼(香港/澳門/中國)/護照號碼/商業登記證
號碼

(1) _____

(2) _____

Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址

Tel. No 電話號碼

(1) _____

(2) _____

Name and address of the Development 發展項目名稱及地址:

Allegro, 138 CARPENTER ROAD, KOWLOON
九龍買炳達道 138 號 瓏碧

The Property
本物業

Floor

樓

Unit

單位

Purchase Price and Payment Terms
售價及付款方式

The Purchase Price of the Property is
本物業的售價為

HK\$
港幣

元

, which shall be paid by the Purchaser to the Vendor in the manner
as follows ("Payment Terms"):-
，並須由買方按以下方式付予賣方 ("付款方式") :-

Preliminary Deposit in the sum of
臨時訂金為數

HK\$
港幣

元

, which is equal to 5% of the Purchase Price shall be paid upon
signing of this Preliminary Agreement
(即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付

Balance of Purchase Price
售價餘額

HK\$
港幣

元

payable on or
before
於
("Completion Date")
日或之前 ("成交日")
支付

(The Vendor reserves the right to rectify any errors or omissions in calculating the purchase price referred to the above and the amount of the purchase price shall be as stated in the Agreement for Sale and Purchase to be prepared by the solicitor as stated below. 售價計算如有錯誤賣方保留權利修改任何錯誤或遺漏及以律師樓擬備之買賣合約內之售價為準。)

Received from the
Purchaser the sum of
HK\$
茲收到買方港幣

Being the Preliminary Deposit payable
Upon signing of this Preliminary Agreement.
作為簽訂本臨時合約同時應付之臨時訂金

Name of Bank 銀行名稱

Cashier's Order/Cheque No. 本票/支票
號碼 HK\$金額

OTHER TERMS AND CONDITIONS 其他條款及條件:

1. In this Preliminary Agreement —
在本臨時合約中:
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621) (“that Ordinance”);
“實用面積” 具有《一手住宅物業銷售條例》(第 621 章) (“該條例”) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日” 具有該條例第 2 (1) 條給予該詞的涵義;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 8(a) 條所指的項目的樓面面積, 按照該條例第 8(3) 條計算; 及
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b) 條所指的項目的面積, 按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
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。
3. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —
按訂約雙方的意向, 本臨時合約將會由一份買賣合約 (“正式合約”) 取代, 正式合約須 —
 - (a) by the Purchaser on or before (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立; 及
 - (b) by the Vendor on or before (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話), 由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話), 由買方承擔。
6. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor’s solicitors bringing along his Identity Card (Hong Kong/Macau/PRC) or Passport (not applicable to Hong Kong, Macau or PRC I.D. Card holder) or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement (in this respect time shall be of the essence) to (a) sign the Agreement in the standard form prescribed by the Vendor’s solicitors, (b) make further payment in accordance with the Payment Terms (as applicable), and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
買方需於本臨時合約之簽署日期之後五個工作日內攜帶身份證 (香港/澳門/中國) 或護照 (不適用於香港、澳門或中國身份證持有人) 或商業登記證 (如買方為公司) 及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續 (必須嚴守所訂日期): (a) 簽署一份賣方代表律師所訂定之標準正式合約, (b) (如適用) 交付根據本臨時合約付款方式所述到期應付之款項, 並 (c) 交付全部有關本臨時合約及正式合約應付的印花稅。
7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed —
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 —
 - (a) this Preliminary Agreement is terminated;
本臨時合約即告終止;
 - (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金, 即被沒收歸於賣方; 及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約, 而對買方提出進一步申索。
8. The measurements of the Property are as follows —
本物業的量度尺寸如下:
 - (a) the saleable area of the Property is square meters / square feet *[of which —]
本物業的實用面積為 平方米 / 平方呎*[其中—]
 - *[square meters / square feet is the floor area of the balcony];
*[平方米 / 平方呎為露台的樓面面積];
 - *[square meters / square feet is the floor area of the utility platform];
*[平方米 / 平方呎為工作平台的樓面面積];
 - *[square meters / square feet is the floor area of the verandah];
*[平方米 / 平方呎為陽台的面積]; 及
 - *[and
 - *[平方米 / 平方呎為陽台的面積]; 及
 - (b) other measurements are 其他量度尺寸為 —
 - *[the area of the air-conditioning plant room is square meters / square feet];
*[空調機房的面積為 平方米 / 平方呎];
 - *[the area of the bay window is square meters / square feet];
*[窗台的面積為 平方米 / 平方呎];
 - *[the area of the cockloft is square meters / square feet];
*[閣樓的面積為 平方米 / 平方呎];
 - *[the area of the flat roof is square meters / square feet];
*[平台的面積為 平方米 / 平方呎];
 - *[the area of the garden is square meters / square feet];
*[花園的面積為 平方米 / 平方呎];
 - *[the area of the parking space is square meters / square feet];
*[停車位的面積為 平方米 / 平方呎];

*[停車位的面積為	平方米／	平方呎；
*[the area of the roof is	square meters /	square feet];
*[天台的面積為	平方米／	平方呎；
*[the area of the stairhood is	square meters /	square feet];
*[梯屋的面積為	平方米／	平方呎；
*[the area of the terrace is	square meters /	square feet];
*[前庭的面積為	平方米／	平方呎；
*[the area of the yard is	square meters /	square feet];
*[庭院的面積為	平方米／	平方呎；
*Delete as appropriate.		
*將不適用者刪去。		

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — fittings, finishes and appliances set out in the Appendix.
本物業買賣所包括的裝置、裝修物料及設備如下— 附錄所列明之裝置、裝修物料及設備。
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 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。
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.
買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
12. For the purposes of clause 11, the following is the “Warning to Purchasers” —
就第 11 條而言，“對買方的警告”內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
13. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
買方須與賣方在正式合約中訂明，若買方轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料(包括但不限於身份証號碼及地址)，及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人士的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。
14. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
現同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式買賣合約，亦無權將本臨時合約權益轉讓給第三者。
15. The Purchaser purchase with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
16. The Property is sold on “as is” basis. The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property.
本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業現時之情況。
17. The Vendor and the Purchaser agree to complete the sale and purchase of the Property on or before the Completion Date at the offices 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.
買賣雙方同意於成交日於辦公時間(即指由上午 10 時起至同日下午 4:30 為止期間)內在賣方律師辦公地點完成出售及購買本物業。
18. (a) All stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the Buyer's Stamp Duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅（包括但不限於根據《印花稅條例》（第 117 章）可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅）概由買方單獨承擔及繳付。

- (b) The charges for certified copies of title deeds, all search fees, registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement (“DMC”) and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.
上手契約鑒證本之費用、所有查冊費、圖則費及適當比例之大廈公契及管理合約（“大廈公契”）製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，概由買方單獨承擔及繳付。
- (c) If the Purchaser appoints the Vendor’s solicitors to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser’s legal costs of the Agreement and the subsequent Assignment.
如買方選用賣方指定之代表律師作為買方之代表律師同時處理正式合約、按揭契及轉讓契等法律文件，賣方同意為買方支付正式合約及其後之轉讓契約兩項法律文件律師費用。
- (d) If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors’ legal fees in respect of the Agreement and the subsequent Assignment.
若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜，買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。
- (e) All legal costs and disbursements of the Purchaser’s solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
19. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor’s solicitors.
上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。
20. Upon termination of this Preliminary Agreement in accordance with Clause 7 or at any time before the Agreement is executed, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
在本臨時合約按第 7 條終止時或在簽署正式合約前，如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
21. The Purchaser shall inform the Vendor in writing of any change in the Purchaser’s correspondence address or contact telephone number.
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
23. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
24. If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), such property shall be covered by one single formal agreement for sale and purchase and one single subsequent Assignment.
如本臨時合約下的本物業既包括住宅單位也同時包括車位，該等物業必須由單一份正式買賣合約及其後單一份轉讓契涵蓋。
25. The Vendor reserves the right to rectify any errors or omissions in the Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改該付款方式及該售價在計算方面之錯誤或遺漏。
26. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager of the Development or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
27. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 9, caused otherwise than by the act or neglect of the Purchaser. The provisions of this clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
凡本物業或第 9 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，儘快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
28. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties hereto and on the same terms and conditions hereof. This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。本臨時合約取代雙方過往所有之商議、申述、認知及協議。
29. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).
本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用，而本臨時合約的條款亦只在該等情況下排除於該條例的適用範圍之外。
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO: -

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRPTO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定限制。

30. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.
倘若本臨時合約中英文文本有差異，以英文文本為準。

The Purchaser agrees and acknowledges that the foregoing conditions and the provisions under “Other Terms and Conditions” as well as the Appendix shall all form part of this Preliminary Agreement and are incorporated in this Preliminary Agreement.

買方同意及明白所有上列條件及“其他條款及條件”下所述之規定以及附錄均構成本臨時合約的部份，並納入本臨時合約。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白其內容。

For and on behalf of the Vendor 代表賣方

Signature(s) of Purchaser

買方簽署

Signature(s) of person(s) authorized by the Vendor

賣方授權代表簽署

Declaration in relation to Intermediary
有關中介人的聲明

Name and address of the Development: **Allegro, 138 CARPENTER ROAD, KOWLOON**
發展項目名稱及地址: **九龍買炳達道 138 號瓏碧**

The Property 本物業	Floor 樓	Unit 單位
Vendor 賣方:	HIGH BOND LIMITED 陸巒有限公司	
Purchaser(s) 買方:		

1. 買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買本物業：
The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase:

姓名 Name : _____

地產代理牌照號碼 EAA License No. : _____

所屬地產代理公司 Estate Agency: _____

上述介紹人及其所屬地產代理公司後各稱「中介人」。

The aforesaid person and the estate agency to which he/she belongs will each be referred to as an "Intermediary".

2. 買方確認知悉及確認以下各項：
The Purchaser(s) acknowledge(s) and confirm(s) the followings:

- (a) 任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、保證或承諾。賣方不須就任何中介人所作出的任何協議、陳述、保證或承諾（如有）向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、陳述、保證或承諾。

Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.

- (b) 賣方及其職員並無亦不會直接或間接向買方或任何中介人收取本物業的樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買本物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。

The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary (except for verifying the payment terms). If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption (I.C.A.C.).

- (c) 賣方並無亦不會授權任何中介人向買方收取任何費用或佣金。
The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.

- (d) 買方與任何中介人之任何纏繞，一概與賣方無關。本物業之買賣交易一切依據本物業之臨時買賣合約及正式買賣合約進行。
The Vendor is not and will not be involved in any dispute between the Purchaser and any Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase of the Property.

3. 本聲明中文譯本僅供參考，如本聲明中英文文本有任何歧義，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any conflict or discrepancy between the Chinese and English versions of this declaration, the English version shall prevail.

**Signature of
Purchaser(s):**
買方簽署:

Date: _____
日期: _____

To: HIGH BOND LIMITED 陸鑾有限公司 ("the Vendor" "賣方")
From: Purchaser 買方

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

Name and address of the Development: **Allegro, 138 CARPENTER ROAD, KOWLOON**
發展項目名稱及地址: **九龍買炳達道 138 號瓏碧**

The Property 本物業	Floor 樓	Unit 單位
Purchaser(s) 買方:		

The Purchaser(s) hereby confirm that the Purchaser(s) is/are independent third party, and is/are **NOT** a related party to the Vendor.
買方現確認買方是獨立的第三者，與賣方**並非**有關連人士

OR 或

The Purchaser(s) hereby confirms that the Purchaser(s) is/are a related party to the Vendor under Residential Properties (First-Hand Sales) Ordinance, being:-

就《一手住宅物業銷售條例》而言，買方謹此確認買方是賣方的「有關連人士」，即：-

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
賣方的董事，或該董事的父母、配偶或子女；
- (b) a manager of the Vendor;
賣方的經理；
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) an associate corporation or holding company of the Vendor;
賣方的有聯繫法團或控股公司；
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
- (f) a manager of such an associate corporation or holding company, for the purpose of the Residential Properties (First-hand Sales) Ordinance
上述有聯繫法團或控股公司的經理。

"holding company of the Vendor " means any of the following:-

(賣方的控股公司) 指以下其中任何一項： -

Plan Link Limited (領圖有限公司)

Joint Victory Holdings Limited (協勝控股有限公司)

Spring Blossom Ventures Limited (泉盛創投有限公司)

Country Garden Properties (Hong Kong) Limited (碧桂園地產(香港)有限公司)

Smart Insight International Limited (卓見國際有限公司)

Risland Property Limited

Cheerful Bliss Limited (欣悅有限公司)

Risland International Company Limited

Fine Glamorous Limited (緻魅有限公司)

Smart World Development Holdings Limited (豪華發展控股有限公司)

Country Garden Holdings Company Limited (碧桂園控股有限公司)

"associate corporation", in relation to a corporation or specified body, means (a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body

「有聯繫法團」就某法團或指明團體而言，指(a)該法團或指明團體的附屬公司；或(b)該法團或指明團體的控股公司的附屬公司；

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

「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；

"manager " has the meaning given by section 2(1) of the Companies Ordinance (Cap.622) ; and

「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及

"private company " has the meaning given by section 11 of the Companies Ordinance (Cap.622)

「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

The Purchaser(s) declares that the above information is accurate and complete. The Purchaser(s) hereby further undertake to notify you forthwith in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sales and Purchase of the Property.

買方謹此聲明上述提供資料正確及完整。買方茲進一步承諾，如買方在簽立本物業的正式買賣合約或之前就上述情況有任何改變，買方將即時以書面通知 貴公司。

**Signature of
Purchaser(s):**
買方簽署:

Date:
日期:

Submission checklist

遞交清單

The following documents are submitted together to the Vendor :-

以下文件遞交：

1. Tender Document with the Offer Form completed and signed
招標文件及要約表格已填妥及簽署
2. Cashier order(s) and/or cheque(s)
銀行本票及／或支票
3. Tenderer's identification documents
投標者的身份證明文件
4. Intermediary's licence (if applicable)
中介人的牌照(如適用)
5. Documents in Annex, duly signed and completed by the Purchaser:
由買方填妥並簽署的附件的文件：
 1. Measurements of the Tendered Property (undated)
投標物業的量度尺(未有填上日期)
 2. Warning to Purchasers (undated)
對買方的警告(未有填上日期)
 3. Personal Data Collection Statement (undated)
收集個人資料聲明(未有填上日期)
 4. Acknowledgement Letter Regarding Stamp Duty (undated)
關於印花稅的確認書(未有填上日期)
 5. Acknowledgement Letter Regarding Operation of Gondola (If applicable)(undated)
關於吊船操作的確認函(如適用)(未有填上日期)
 6. Acknowledgement Letter Regarding Flat Roof/Roof (If applicable) (undated)
有關平台/天台/天台的確認書(如適用)(未有填上日期)
 7. Acknowledgement Letter Regarding Open Kitchen (If applicable) (undated)
關於開放式廚房的確認書(如適用)(未有填上日期)
 8. Acknowledgement Letter Regarding Area for Air-Conditioning (If applicable)
有關冷氣機位置的確認書(如適用)(未有填上日期)
 9. Acknowledgement Letter Regarding Feature Wall (If applicable) (undated)
關於特色牆的確認書(如適用)(未有填上日期)
 10. Acknowledgement Letter Regarding Furniture Voucher Benefit (If applicable) (undated)
關於禮券優惠(如適用)(未有填上日期)
 11. Acknowledgement Letter for Viewing of Property (undated)
關於參觀物業的確認信(未有填上日期)
 12. Vendor's Information Form (undated)
賣方資料表格(未有填上日期)

Declaration regarding corporate Purchaser(not applicable to individual Purchaser)

關於公司買方的聲明(不適用於個人買方)

We declare and agree as follows:-

我們聲明並同意如下：

1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
在本要約表格的日期之時買方的所有現任董事的資料均已列於下表。
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
所有委任買方董事的相關程序已在本要約表格的日期之前完成。
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.
如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

Director(s) 董事		
	Name 名稱	Hong Kong Identity Card No. / Passport No. / B.R. No. 香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		

Signature of the Tenderer and witness
投標者及見證人的簽署

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex and the documents obtained from the Sales Office, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

本人／我們，即投標者，已閱讀整份招標文件、附件中的文件及於售樓處領取的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)

Signed by the Tenderer:
投標者簽署：

Witnessed by:
見證人簽署：

X

X

Name of the authorized signature (if the Tenderer is a company):
獲授權人士的名稱(如投標者為公司)：

Name of the witness:
見證人名稱：

Date:
日期：

Annex to Offer Form 要約表格附件

*(The Annex does not form part of the Tender Document. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with “#” **should be signed and submitted** together with the Tender Document.)*

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

1. Measurements of the Tendered Property #
投標物業的量度尺寸 #
2. Warning to Purchasers #
對買方的警告 #
3. Personal Data Collection Statement #
收集個人資料聲明 #
4. Acknowledgement Letter Regarding Stamp Duty #
關於印花稅的確認書#
5. Acknowledgement Letter Regarding Operation of Gondola (If applicable) #
關於吊船操作的確認函 (如適用)#
6. Acknowledgement Letter Regarding Flat Roof/Roof (If applicable) #
有關平台/天台的確認書 (如適用)#
7. Acknowledgement Letter Regarding Open Kitchen (If applicable) #
關於開放式廚房的確認書 (如適用)#
8. Acknowledgement Letter Regarding Area for Air-Conditioning (If applicable) #
有關冷氣機位置的確認書(如適用)#
9. Acknowledgement Letter Regarding Feature Wall (If applicable) #
關於特色牆的確認書(如適用)#
10. Acknowledgement Letter Regarding Furniture Voucher Benefit (If applicable) #
關於傢俱禮券優惠(如適用)#
11. Acknowledgement Letter Regarding Viewing of Property #
關於參觀物業的確認信#
12. Vendor's Information Form #
賣方資料表格#
13. List of gift, or financial advantage or benefit
贈品、財務優惠或利益的列表

Annex 1 附件 1**Measurements of the Tendered Property**
投標物業的量度尺寸

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

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

- (a) 本物業的實用面積為
the saleable area of the Property is
- | | | | |
|-------|----------------|-------|--|
| _____ | 平方米／ | _____ | 平方呎，其中— |
| _____ | square metres/ | _____ | square feet of which— |
| _____ | 平方米／ | _____ | 平方呎為露台的樓面面積； |
| _____ | square metres/ | _____ | square feet is the floor area of the balcony; |
| _____ | 平方米／ | _____ | 平方呎為工作平台的樓面面積； |
| _____ | square metres/ | _____ | square feet is the floor area of the utility platform; |
- (b) 其他量度尺寸為—
other measurements are—
- | | | | |
|-------|----------------|-------|--------------|
| _____ | 平方米／ | _____ | 平方呎； |
| _____ | square metres/ | _____ | square feet; |
| _____ | 平方米／ | _____ | 平方呎； |
| _____ | square metres/ | _____ | square feet; |

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

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

Signed by the Purchaser 買方簽署

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

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

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

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

Signed by the Purchaser 買方簽署

Personal Data Collection Statement
收集個人資料聲明

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

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

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

Country Garden (Hong Kong) Property Agency Limited (“CGHKPAL”) wishes to collect your name, identity card / passport number, mailing address, telephone number, email address and fax number (collectively “personal data”) for the purposes of: 碧桂園(香港)地產代理有限公司(「碧桂園地產代理」)擬收集閣下的姓名、身份證/護照號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) in the Development by the Vendor, Country Garden Properties (Hong Kong) Limited (“the Developer”) and CGHKPAL, protecting their interests in the Development, and monitoring the work of CGHKPAL by the Vendor and the Developer (“Obligatory Purposes”); and

(i) 供賣方、碧桂園地產(香港)有限公司(「發展商」)以及碧桂園地產代理處理與閣下購買發展項目的住宅單位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方及發展商監督碧桂園地產代理的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by CGHKPAL and/or the Developer regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units in the Development and conducting marketing, sale and statistical analysis (“Voluntary Purposes”).

(ii) 供碧桂園地產代理及/或發展商就在發展項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

Your personal data is required by CGHKPAL for the Obligatory Purposes. If you do not provide your personal data to CGHKPAL for these purposes, CGHKPAL will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) in the Development and/or administrative matters relating to the same.

碧桂園地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予碧桂園地產代理作此等用途，碧桂園地產代理將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish CGHKPAL and/or the Developer to use your personal data for direct marketing in relation to the investment opportunities in the Development including but not limited to the residential units in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望碧桂園地產代理及/或發展商使用閣下的個人資料於發展項目中的投資機會(包括但不限於在發展項目的住宅單位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

CGHKPAL may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，碧桂園地產代理不得使用或提供閣下的個人資料作自願性用途。

CGHKPAL will take all practicable steps to keep your personal data confidential and (i) will provide and transfer your personal data to the Developer for the Obligatory Purposes, and (ii) if you agree and provide your written consent, will provide and transfer your personal data to the Developer who may then use your personal data for the Voluntary Purposes. CGHKPAL will not transfer your personal data to any other person without your consent.

碧桂園地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予發展商作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予發展商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，碧桂園地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require CGHKPAL and/or the Developer at any time to cease using your personal data for the Voluntary Purposes and CGHKPAL and/or the Developer must so cease, without charge.

閣下可隨時撤回閣下的同意並要求碧桂園地產代理及/或發展商停止使用閣下的個人資料作自願性用途，而碧桂園地產代理及/或發展商必須在不收費的情況下停止如此使用該等資料。

CGHKPAL will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. CGHKPAL will not retain your personal data if you withdraw your consent and request CGHKPAL to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, CGHKPAL will destroy your personal data as soon as practicable after CGHKPAL are no longer obliged to retain such data by law.

碧桂園地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求碧桂園地產代理停止如此使用閣下的個人資料，碧桂園地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，碧桂園地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in CGHKPAL's records. To exercise these rights, you may contact CGHKPAL at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在碧桂園地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與碧桂園地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding CGHKPAL's policies and practices with respect to personal data and (2) raise general questions and complaints about CGHKPAL's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關碧桂園地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關碧桂園地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Country Garden (Hong Kong) Property Agency Limited

Address: Room 601, 6/F, Tower A, China Life Center One Harbour Gate, No.18 Hung Luen Road, Hung Hom, Kowloon, Hong Kong (Marked "Confidential")

個人資料私隱主任

碧桂園(香港)地產代理有限公司

地址：香港九龍紅磡紅鸞道 18 號中國人壽大廈 A 座 6 樓 601 室 (註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct CGHKPAL NOT to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer. (If I do not check this box, I understand that CGHKPAL will use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer for the Voluntary Purposes described above.)

本人在此空格加上剔(「✓」)號，即表示本人指示碧桂園地產代理不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，碧桂園地產代理將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商作上述自願性用途。)

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Signed by the Purchaser 買方簽署

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

Vendor 賣方	High Bond Limited 陸鬻有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署本物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

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

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is no Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) or Ad Valorem Stamp Duty (“AVD”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“the Bill”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“LegCo”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.
2024 年 2 月 28 日，財政司司長在其 2024-25 年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由 2024 年 2 月 28 日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第 1 標準第 1 部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024 年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第 1 標準第 1 部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第 2 標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“the Order”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》（第 120 章）作出《2024 年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期限最長為自 2024 年 2 月 28 日起計的四個月。政府的目標是爭取《條例草案》在《命令》於 2024 年 6 月 28 日停止生效前獲得通過。

For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).

- 有關印花稅的詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser
買方須遵守的程序

- The Purchaser undertakes to deliver and shall procure the Purchaser’s solicitors to deliver to the Vendor’s Solicitors within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly

stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

買方承諾向賣方律師交付並促使其律師向賣方律師交付在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

Other Matters

其他事項

I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

5. 本人／我們確認及知悉，若本人／我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

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

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

Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

7. 本函任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

8. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Operation of Gondola
關於吊船操作的確認書

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，已獲悉以下事項及其影響：

1. Under the Deed of Mutual Covenant and Management Agreement (the “**DMC**”) in respect of the Development:-
按照發展項目的公契及管理協議(「公契」)的規定：

The manager of the Development (the “**Manager**”), its employees, agents or contractors shall have the right at all times on reasonable notice (except in an emergency) to extend, maintain, operate, move and have access to, over and into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager, its employees, agents or contractors, a tracked telescopic jib gondola or any jib, davit arm, other equipment or device of management (referred to in the DMC as the “**building maintenance units**” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to carry out any necessary repairs to any part of any exterior of the Development, and to remain temporarily over or on the said airspace for such period as may be necessary for the purpose of repairing and cleaning all or any part of the Development PROVIDED THAT:-

- (i) the use and enjoyment by the Owner of the Unit shall not be affected or prejudiced thereby; and
- (ii) the Manager shall repair and make good (at his own costs and expense) any damage caused thereby and ensure that the least disturbance is caused; and
- (iii) the Manager shall be liable for any act or omission involving criminal liability, dishonesty, wilfulness or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.

發展項目之管理人(「管理人」)、他的僱員、代理人或承辦商有權以合理書面通知(除非緊急情況下)在所有時候延伸、維持、運作、移動及有權進入、越經及部份進入可由管理人、他的僱員、代理人或承辦商決定的住宅單位的天台或平台或天台或平台的矮牆的上空或部份上空，操作一架軌導式旋轉吊臂吊船或任何吊臂、吊艇架吊臂、其他設備或管理裝置(在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材)，以對發展項目的外部的任何部份進行必要的維修，及暫時性地停留在該上空一段必要的時間作修復及清潔所有或任何發展項目的部份，惟：-

- (i) 業主享用及享受其住宅單位應不受重大不利影響或受損；及
- (ii) 管理人須修復及彌補(自費)任何造成的損害及確保滋擾將減至最小；及
- (iii) 人須為管理人或其僱員、代理人或承辦商或工人在行使上述權利期間產生的之刑事、不誠實、惡意或疏忽的行為或忽略負責。

2. My/our enjoyment of the roof or flat roof or the parapet walls roof or flat roof (if any) pertaining to the Property may be adversely affected during the operation of the building maintenance units in the course of the management and/or the maintenance of the Development by the Manager.
管理人在管理及/或維修發展項目期間操作吊船時，可能對本人/吾等享用屬於本物業的天台或平台或天台或平台的矮牆(如有者)造成不利影響。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection. I/We shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase in respect of the Property.
本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。本人/吾等亦不會因此或就此在本物業之買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
4. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Flat Roof
關於平台的確認書

Vendor 賣方	High Bond Limited 陞懋有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，已獲悉以下事項及其影響：

- Under the Deed of Mutual Covenant and Management Agreement (the “**DMC**”) of the Development, the area shown hatched red on the plan annexed hereto (the “**Area**”) forms part of the common areas of the Development. The Area does not form part of the Property and I/we will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area.
根據發展項目的公契及管理協議(「公契」)，本確認函附圖中以紅斜線標出之範圍(「該範圍」)屬發展項目的公用部分。該範圍並不屬於本物業一部份，而本人/吾等將無任何獨有權利持有、使用、佔用或享用該範圍。
- Under the DMC, the manager of the Development (the “**Manager**”) shall have power to enter with or without workmen, contractors, public officers and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expense and shall be liable for any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.
按照公契的規定，發展項目之管理人(「管理人」)有權在事先發出合理通知後(緊急情況除外)，聯同或不聯同工人、承辦商、公職人員及其他人士在帶同或無帶同設備及器具下於所有合理時間進入發展項目的任何部份包括任何單位的任何部份，對發展項目進行必要維修，或減少對任何公用地方及設施或其他業主造成或可能造成的損害或滋擾。惟管理人須確保滋擾將減至最小並及時自費彌補任何造成的損害，及為管理人或其僱員、代理人或承辦商或工人在行使上述權利期間產生的之刑事、不誠實、惡意或疏忽的行為或忽略負責。
- The attached plan is simplified and is for reference only and is subject to the final approval of the Buildings Department, the Lands Department and/or relevant Government Authorities.
附圖經簡化處理，僅供參考，並以屋宇署、地政總署及/或相關政府部門最終批准之圖則為準。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection. I/We shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase in respect of the Property.
本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。本人 / 吾等亦不會因此或就此在本物業之買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
- The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

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

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，已獲悉以下事項及其影響：

Under the Deed of Mutual Covenant and Management Agreement (the “**DMC**”) of the Development, 根據發展項目的公契及管理協議(「公契」)條款，

1. I/We shall be responsible for maintenance and annual inspection of the fire safety provisions within the Property.
本人/吾等將會負責保養及每年檢查本物業內的消防裝置。
2. I/We shall not:-
 - (a) remove or obstruct any smoke detectors provided inside the Property;
 - (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of the Property; or
 - (c) remove the FRR Wall (as defined in the DMC) of the Property.

本人/吾等不得:-

- (a) 拆除或阻礙在本物業內提供的任何消防煙霧偵測器；
 - (b) 拆除或阻礙在本物業的開放式廚房之上的天花板所提供的消防花灑頭；
 - (c) 拆除本物業的耐火等級牆(其定義見公契)。
3. I/We shall allow the manager of the Development (the "**Manager**") and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on reasonable notice (except in case of emergency) into the Property to carry out (at the cost and expense of me/us) necessary annual check and maintenance of the fire safety provisions including but not limited to smoke detectors and sprinkler heads within the Property subject to the provisions set out in the DMC.
本人/吾等須容許發展項目之管理人(「管理人」)及註冊消防裝置承辦商在事先發出合理通知後(緊急情況除外)，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，對消防裝置進行必須的年度檢查及保養(費用及開支由本人/吾等承擔)，包括但不限於本物業內的消防煙霧偵測器及消防花灑頭，並受制於公契條款。
 4. I/We shall observe and comply with the Fire Safety Management Plan (as defined in the DMC) and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.
本人/吾等須遵守及履行消防安全管理計劃(其定義見公契)及管理人不時發出的與實施消防安全管理計劃有關的任何指引或指示。

5. In the event that I/We part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under the Fourth Schedule of the DMC, and make it a condition in the relevant agreement (if any).
若本人/吾等不再管有本物業，本人/吾等須促使租客、被許可人或佔用人（視情況而定）遵守消防安全管理計劃，尤其是公契第 4 附表所列的條款，並將此規定列為相關合約（如有）的一項條件。
6. The costs and expenses incurred by the Manager or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire safety provisions within the Property shall be borne by me/us on demand.
管理人或註冊消防裝置承辦商對消防裝置進行保養及年度檢查所產生的費用及開支由本人/吾等應要求承擔。
7. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection. I/We shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase in respect of the Property.
本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。本人 / 吾等亦不會因此或就此在本物業之買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
8. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Annex 8 附件 8**Acknowledgement Letter regarding Area for Air-Conditioning**
關於單位冷氣機區の確認書

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，已獲悉以下事項及其影響：

- The area for air-conditioning (“**Area for Air-Conditioning**”) (if any) provided adjacent to the balcony and utility platform of the Property (if any) are designated for installation of air-conditioning units. The location of the Area for Air-Conditioning is shown on the floor plans of the Property in the Sales Brochure of the Development.
本物業連接露台及工作平台(如有)提供的冷氣機地方(「冷氣機地方」)為指定安裝冷氣機的地方。冷氣機地方的位置於售樓說明書的本物業的平面圖中顯示。
- Under the Deed of Mutual Covenant and Management Agreement (the “**DMC**”) of the Development, no individual air-conditioner platforms, air-conditioning or other units shall be installed through any window or external walls of the Property other than at the Area for Air-Conditioning and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Development.
根據發展項目的公契及管理協議(「公契」)條款，除冷氣機地方外，不得於本物業的任何窗戶或外牆安裝單獨的冷氣機平台、冷氣機或其他組件，並應採取一切可行的措施防止噪音過大、冷凝或滴水至發展項目的任何部分。
- Under the DMC, I/We shall at my/our own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively the Property in good repair and condition. As such, I/We may be required to appoint the contractor approved by the manager of the Development to effect such maintenance and repair at my/our own costs.
按照公契的規定，本人/吾等須自行承擔費用及開支保持和保養僅服務本物業的冷氣機或其他組件或設備(如有)處於良好的維修狀態。由此，本人/吾等可能需要由本人/吾等自費委任經發展項目之管理人批准的承辦商，進行該等保養和維修。
- I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection. I/We shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase in respect of the Property.
本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。本人/吾等亦不會因此或就此在本物業之買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
- The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Feature Wall
關於特色牆的確認書

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前，已獲悉以下事項及其影響：

- Part of the internal wall(s) of the living room of the residential units of the Development (the "**Feature Wall**") shall be finished with specific colour of emulsion paint depending on the type of residential units in accordance with the following arrangement:-
發展項目的住宅單位的客廳的部份內牆(「**特色牆**」)將視乎住宅單位的類型並根據以下安排使用特定顏色的乳膠漆：

Type of residential units 住宅單位類型	Colour of emulsion paint 乳膠漆顏色
Studio 開放式單位	White 白色
Units with one bedroom 一房單位	Grey 灰色
Units with two bedrooms 兩房單位	Pink 粉紅色

For the purpose of identification only, the location(s) of the Feature Wall is/are shown in the floor plan in the **ANNEX** hereto.
為供識別之用，特色牆之位置於**附件**平面圖中顯示。

- I/we am/are fully aware of the arrangement specified in paragraph 1 above and I/we will not raise any objection thereto.
本人/吾等已經充分知悉上述第 1 段的安排，本人/吾等對此不會有任何異議。
- I/We shall make reference to the Sales Brochure of the Development for details of the fittings, finishes and appliances of the Property.
本人/吾等應參閱發展項目的售樓說明書以了解該物業的裝置、裝修物料及設備的詳情。
- The Vendor reserves the absolute discretion to change the colour of the emulsion paint for the Feature Wall and the Vendor is not obliged to notify me/us in advance and/or seek my/our consent.
賣方保留絕對酌情權更改特色牆的乳膠漆的顏色，而賣方無需事先通知本人/吾等及/或取得本人/吾等同意。
- The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Furniture Voucher Benefit
關於傢具禮券優惠

(只適用於選購 A、B、C、E、F、H、J 或 K 單位之買方)

(Only applicable to the Purchaser who chooses to purchase Unit A, B, C, E, F, H, J or K)

Vendor 賣方	High Bond Limited 陞巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

I/We, the Purchaser of the Property, hereby confirms and acknowledges that I/we am/are aware of the following and their implications prior to my/our signing of the preliminary agreement for sale and purchase (“PASP”) of the Property:

本人/吾等作為本物業之買方，謹此確認及知悉本人/吾等在簽署本物業之臨時買賣合約(「臨時合約」)之前，已獲悉以下事項及其影響：

- 於簽署本函同時，賣方與買方簽立本物業之臨時買賣合約(「臨時合約」)。買方享有「傢具禮券優惠」(「優惠」)，唯受本函條款及條件規限。
Upon the signing of this Letter, the Vendor and the Purchaser entered into the PASP in respect of the Property simultaneously. The Purchaser is entitled to the “Furniture Voucher Benefit” (the “Benefit”), subject to the terms and conditions herein.
- 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本物業的正式買賣合約(「正式合約」)。
The Purchaser shall execute formal Agreement for Sale and Purchase (“ASP”) in respect of the Property within 5 working days after signing the PASP in accordance with the terms and conditions of the PASP.
- 買方可免費獲贈由指定傢具公司提供傢具禮券一張(「該禮券」)。
The purchaser is entitled to receive a furniture voucher (the “Voucher”) free of charge.
- 買方須於簽署臨時合約後的 30 個工作日內兌換該禮券並與指定傢具公司簽訂有關提供適用於該物業的指明傢具(「該傢具」)之合約。
The Purchaser shall redeem the Voucher within 30 working days and enter into a contract with the designated furniture company regarding the provision of specified furniture applicable to Property (the “Furniture”).
- 在買方完全遵守、履行及符合其於本函、臨時合約及正式合約所列的條款及條件的前提下，買方可獲指定傢具公司提供適用於該物業的該傢具。有關該傢具的詳情(包括但不限於設計、顏色及物料)，請向指定傢具公司查詢。
Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the PASP and the ASP on the part of the Purchaser, the Purchaser will be provided with the Furniture applicable to the Property by the designated furniture company. For details (including without limitation the design, colour and materials) of the Furniture, please enquire with the designated furniture company.
- 若買方未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷優惠，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及濟助。
In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Letter, the PASP or the ASP, the Vendor shall be entitled to cancel the Benefit from the Purchaser forthwith without prejudice to the Vendor’s other rights and remedies under the ASP, the PASP or other applicable laws.
- 本函為一獨立於臨時合約及正式合約之協議。本函任何內容均不得視作取替或更改臨時合約或正式合約內任何條款或條件。賣方所有臨時合約及正式合約下之權利及濟助均不受本函影響。為免生疑問，若賣方未能履行其於本函內之責任，買方仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約完成購買本物業。所有按或就本函提出的或與本函有關連的而可由買方對賣方提出的申索，只能是為取得損害賠償的申索。
This Letter is an agreement independent of the PASP and the ASP. Nothing herein shall be deemed to supersede or vary any term

or condition 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 Letter. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the PASP and the ASP. Any claim that the Purchaser may have under, in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

8. 所有根據本函項下買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。
All the rights and benefits of the Purchaser under this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.
9. 買方須付清本物業之樓價及按買賣合約完成本物業買賣，不管：
The Purchaser shall settle the full amount of the purchase price of the Property and complete the sale and purchase of the Property in accordance with the ASP irrespective of whether:
(a) 就該優惠有否引起任何爭議；及
there is any dispute arising from the Benefit; and
(b) 指定傢具公司交付予買方的所有或任何該傢具是否與該優惠之條款一致。
all or any of the Furniture delivered by the designated furniture company to the Purchaser is in accordance with the terms of the Benefit .
10. 如無論任何原因，本物業的買賣未能於地政總署發出的轉讓同意書或滿意證明書的日期（以較早者為準）的 3 個月內按買賣合約完成，優惠將終止，買方亦不會因此獲得任何賠償。
If for whatever reason, the sale and purchase of the Property is not completed in accordance with the ASP within 3 months from the date of the consent to assign or the certificate of compliance issued by Lands Department (whichever is the earlier), then the Benefit shall be terminated, and the Purchaser shall not be entitled to any compensation therefor.
11. 賣方、其所有控股公司或其代表不會就該優惠及該傢具提供保養或作出任何保證或陳述，更不會就該傢具狀況、狀態、品質、性能或任何該傢俬是否或 會否在可運作狀態作出任何保證及陳述。如買方對該傢具有任何異議或質詢，應直接聯絡指定傢具公司。
The Vendor, all their holding company(ies) or any person(s) on their behalf do not provide any maintenance or give any warranty or representation in any respect regarding the Benefit and the Furniture. In particular, no warranty or representation whatsoever is given as to the Furniture's condition, state, quality, fitness or as to whether any of the Furniture is or will be in working condition. If the Purchaser has any objection or requisitions whatsoever in respect of the Furniture, the Purchaser shall contact the designated furniture company directly.
12. 不論本函任何其他條款的規定，並非本函一方的人無權根據合約（第三者權利）條例強制執行本函的任何條款。
Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.
13. 本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。
The Chinese translation of this Letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.
14. 如有爭議，賣方有權就本函引起的所有事宜作最後決定，該決定對買方有約束力。
In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this Letter and such decision shall be binding on the Purchaser.

Signed by the Purchaser 買方簽署

Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認信

Vendor 賣方	HIGH BOND LIMITED 陸巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser (s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

本人 / 我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：

I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

本人/我們確認於簽署該物業之臨時買賣合約前，賣方已開放該物業供本人 / 我們參觀，

I/We hereby confirm that the Vendor has made the Property available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property,

且本人 / 我們已於下述日期於簽署該物業之臨時買賣合約前參觀過該物業。

and I/we have viewed the Property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

參觀該物業日期：

Date of viewing of the Property :

或 OR

但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀該物業。

but after due consideration and out of my/our free will and choice I/we decided not to view the Property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

本人 / 我們現確認由於開放該物業予本人 / 我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若~~之~~住宅物業供本人 / 我們參觀：

I/We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me/us the Vendor has made the comparable residential property stated below available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

與該物業相若住宅物業 Comparable residential property : 瓏碧 ALLEGROO _____樓 Floor _____單位 Flat

且本人 / 我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若~~之~~住宅物業。

and I/we have viewed the comparable residential property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

參觀與該物業相若~~之~~住宅物業日期：

Date of viewing the comparable residential property :

或 OR

但經充份考慮後本人 / 我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀與該物業相若~~之~~住宅物業。

but after due consideration and out of my/our free will and choice I/we decided not to view the comparable residential property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

本人 / 我們現確認、知悉及同意由於開放該物業或發展項目中與該物業相若~~之~~住宅物業予本人 / 我們參觀均並非合理地切實可行，賣方無須在出售該物業予本人 / 我們之前開放該物業或發展項目中與該物業相若~~之~~住宅物業供本人 / 我們參觀。

I/We hereby confirm, acknowledge and agree that since it is not reasonably practicable for the Property or a comparable residential property in the Development to be viewed by me/us, the Vendor is not required to make the Property or a comparable residential property in the Development available for viewing by me/us before the Property is sold to me/us.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	HIGH BOND LIMITED 陸巒有限公司	
Development 發展項目	Allegro, 138 Carpenter Road, Kowloon 九龍賈炳達道 138 號瓏碧	
Property 物業	Floor 樓層	Unit 單位
Purchaser (s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	Please refer to Management Fee Table 請參閱管理費用附表
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property 本物業應課差餉租值之 3%#
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Country Garden Property Services HK Holdings Company Limited 碧桂園物業香港控股有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 01/01/2024

印製日期: 01/01/2024

Signed by the Purchaser(s) 買方簽署

Note 備註:

There has been no apportionment of Government rent for the Property as at the date of printing of this form.
直至本表格印刷之日，尚未有為本物業分攤地租。

Management Fee Table 管理費用附表

樓層 / 單位 Floor / Flat	A	B	C	D	E	F	G	H	J	K
5	HK\$ 1,870	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,260	HK\$ 1,260	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,870
6	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
7	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
8	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
9	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
10	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
11	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
12	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
15	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
16	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
17	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
18	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
19	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
20	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
21	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
22	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
23	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
25	HK\$ 1,440	HK\$ 870	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 1,180	HK\$ 1,700	HK\$ 1,180	HK\$ 870	HK\$ 1,440
26	HK\$ 2,310	HK\$ 1,480	HK\$ 2,000	HK\$ 3,000	HK\$ 2,040	HK\$ 2,040	HK\$ 3,000	HK\$ 2,000	HK\$ 1,480	HK\$ 2,310

贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits

第 I 部份 Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
6. 所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。
For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
7. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促致、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
The Vendor's designated financing company does not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
8. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。
The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.

第 II 部份 Part II

附件 13.1 傢具禮券優惠

Annex 13.1 Furniture Voucher Benefit

(只適用於選購 A、B、C、E、F、H、J 或 K 單位之買方)

(Only applicable to the Purchaser who chooses to purchase Unit A, B, C, E, F, H, J or K)

- (1) 傢具禮券優惠(「該優惠」)由指定傢具公司提供。
The Furniture Voucher Benefit (the "Benefit") is provided by the designated furniture company.
- (2) 買方須於簽署正式合約後的 30 個工作日內與指定傢具公司簽訂有關提供適用於指明住宅物業的指明傢具(「該傢具」)之合約。
The purchaser shall enter into a contract with the designated furniture company regarding the provision of specified furniture applicable to the specified residential property (the "Furniture") within 30 working days after signing of the ASP.
- (3) 有關該傢具的詳情(包括但不限於設計、顏色及物料)，請向指定傢具公司查詢。
For details (including without limitation the design, colour and materials) of the Furniture, please enquire with the designated furniture company.
- (4) 若買方未能遵守、履行或符合本招標文件或買賣合約內任何條款或條件，賣方有權即時撤銷優惠，且並不損害賣方於本招標文件、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 fails to observe, perform or comply with any of the terms and conditions contained in this Tender Document or the Agreement, the Vendor shall be entitled to cancel the Benefit forthwith without prejudice to the Vendor's other rights and remedies under this Tender Document, the Agreement or other applicable laws.
- (5) 買方須付清指明住宅物業之樓價及按買賣合約完成指明住宅物業買賣，不管：
The Purchaser shall settle the full amount of the purchase price of the specified residential property and complete the sale and purchase of the specified residential property in accordance with the Agreement irrespective of whether:
 - (1) 就該優惠有否引起任何爭議；及
there is any dispute arising from the Benefit; and
 - (2) 該傢具公司交付予買方的所有或任何該傢具是否與該優惠之條款一致。
all or any of the Furniture delivered by the designated furniture company to the Purchaser is in accordance with the terms of the Benefit.
- (6) 賣方、其所有控股公司或其代表不會就該優惠及該傢具提供保養或作出任何保證或陳述，更不會就該傢具狀況、狀態、品質、性能或任何該傢具是否或會否在可運作狀態作出任何保證及陳述。如買方對該傢具有任何異議或質詢，應直接聯絡該傢具公司
The Vendor, all their holding company(ies) or any person(s) on their behalf do not provide any maintenance or give any warranty or representation in any respect regarding the Benefit and the Furniture. In particular, no warranty or representation whatsoever is given as to the Furniture's condition, state, quality, fitness or as to whether any of the Furniture is or will be in working condition. If the Purchaser has any objection or requisitions whatsoever in respect of the Furniture, the Purchaser shall contact the designated furniture company directly.
- (7) 該優惠受其他條款及細則約束。
The Benefit is subject to other terms and conditions.

接受要約

ACCEPTANCE OF OFFER

(此“接受要約”不屬於招標文件的一部份。)

(This “Acceptance of Offer” does not form part of the Tender Document.)

(只限於賣方同意接受要約後由賣方填寫)

(To be completed ONLY by the Vendor after the Vendor agreeing to accept the Offer)

接受要約 ACCEPTANCE OF OFFER

The above offer is accepted by the Vendor on the date stated below subject to the Tender Notice and the Conditions of Sale.

在受到招標公告和出售條款約束的前提下，上述要約在下述日期獲賣方接納。

For and on behalf of the Vendor

Authorised Signatory(ies)

獲授權之簽署人

日期 Date : _____