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 in Batch B 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Vendor for Allegro from time to time (as the same may be revised by the Vendor from time to time), unless previously withdrawn or sold) (即任何一份或多份賣方不時發出的瓏碧的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)內列出的第 B 批次的物業, 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

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

賣方代理人:

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 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. <u>Definitions</u> 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;

「**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;

「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;

銷售安排資料);

「售樓處」 指九龍賈炳達道 138 號瓏碧地面層商鋪 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;

「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) <u>Cashier order(s) and/or cheque(s)</u> 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) <u>Tenderer's identification document</u> 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) <u>Intermediary's licence (if applicable)</u> 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) <u>Documents in Annex, duly signed and completed by the Tenderer</u> 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
 - 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内填上日期。

- enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "Allegro"; and 放入普通信封内,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**」的投標箱内。

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。

- 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).

 要約表格中指明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. 作爲賣方招標及下文(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. <u>Acceptance of Tender</u> 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樓處審閱。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,買方須另聘律師作爲其代表;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. <u>Miscellaneous</u> 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。任何陳述不得作爲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的任何種類的改動及/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 個工作日内携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 個工作日内簽立正式合約:
 - (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。
 - 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。
 - 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。
 - 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 subsells 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 subsale 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。

- 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.

 現同章並聲明本臨時合約只適用於胃方個人,胃方無權要求賣方與其他人十簽署正式買賣合約,亦無權將本臨時合約
 - 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.

 賈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

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.

 賈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. 實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 <u>出售條款的附表</u>

裝置、裝修物料及設備 <u>Fittings, Finishes and Appliances</u>

[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)。

Schedule to the Offer Form 要約表格的附表

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

Section 1 - Particulars of the Tend 第1節 – 投標者的資料	derer				
Name 名稱					
ID No. / Passport No. / BR No. 身份證/護照/ 商業登記證 號碼					
Address/ Registered office 地址/註冊辦事處					
Hong Kong Correspondence address (if different from above) 香港通訊地址(如與上面不同)					
Contact details 聯絡資料	Name 聯絡人				
	Telephone 電話			Fax 傳真	
Section 2 – Tendered Property 第 2 節 – 投標物業					
Floor 樓層		Unit 單位			
Section 3 - Tender Price 第3節-投標價					
Tender Price (HK\$) 投標價 (HK\$)					
Cashier order(s) 銀行本票	Amount (HK\$) 金額 (HK\$)		Bank 銀行		Cashier order no. 本票編號
Cheque(s) 支票	Amount (HK\$) 金額 (HK\$)		Bank 銀行		Cheque no. 支票編號

Property.	-	erty comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered 图物業,買方須就全部投標物業選擇相同的付款計劃。
· 🗆 A		ay Cash Payment Plan (A) 現金優惠付款計劃(A)
	1.	Terms of Payment
		支付條款 The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows – 本物業的樓價須由買方按以下方式支付予賣方一
		• A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
		 95% of the Purchase Price (the balance of the Purchase Price) shall be paid within 90 days after the date of the Letter of Acceptance. 樓價 95%(樓價餘額) 於接納書的日期後 90 日內繳付。
	2.	Furniture Voucher Benefit (Only applicable to the Tenderer who chooses to purchase Unit B or Unit J) 傢具禮券優惠 (只適用於選購 B 單位 或 J 單位之投標者) Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the Furniture Voucher Benefit. 本人/我們 <u>選擇</u> 傢具禮券優惠。
		□ I/We <u>do not select</u> the Furniture Voucher Benefit. 本人/我們 <u>不選擇</u> 傢具禮券優惠。
	3.	One-Bedroom Furniture Voucher Benefit (Only applicable to the Tenderer who chooses to purchase Unit C, Unit E, Unit F or Unit H) 一房傢具禮券優惠(只適用於選購 C 單位、E 單位、F 單位或 H 單位之投標者) Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the One-Bedroom Furniture Voucher Benefit. 本人/我們 <u>選擇</u> 一房傢具禮券優惠。
		□ I/We <u>do not select</u> the One-Bedroom Furniture Voucher Benefit. 本人/我們 <u>不選擇</u> 一房傢具禮券優惠。
	4.	Stamp Duty Subsidy Benefit 印花稅津貼優惠
		Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the Stamp Duty Subsidy Benefit 本人/我們 <u>選擇</u> 印花稅津貼優惠
		□ I/We <u>do not select</u> the Stamp Duty Subsidy Benefit 本人/我們 <u>不選擇</u> 印花稅津貼優惠
		etails of the gifts, financial advantage or benefits, please refer to Annex 14. 贈品、財務優惠或利益的詳情,請參閱附件 14。

Section 4 – Payment plan 第4 節 – 支付辦法

†□ C	•	/ Cash Payment Plan (C) 見金優惠付款計劃(C)
	1.	Terms of Payment 支付條款 The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows — 本物業的樓價須由買方按以下方式支付予賣方—
		 A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 95% of the Purchase Price (the balance of the Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance. 樓價 95%(樓價餘額) 於接納書的日期後 180 日內繳付。
	2.	Furniture Voucher Benefit (Only applicable to the Tenderer who chooses to purchase Unit B or Unit J) 傢具禮券優惠 (只適用於選購 B 單位 或 J 單位之投標者)
		Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the Furniture Voucher Benefit. 本人/我們 <u>選擇</u> 傢具禮券優惠。
		□ I/We <u>do not select</u> the Furniture Voucher Benefit. 本人/我們 <u>不選擇</u> 傢具禮券優惠。
	3.	One-Bedroom Furniture Voucher Benefit (Only applicable to the Tenderer who chooses to purchase Unit C, Unit E, Unit F or Unit H) 一房傢具禮券優惠(只適用於選購 C 單位、E 單位、F 單位或 H 單位之投標者)
		Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the One-Bedroom Furniture Voucher Benefit. 本人/我們 <u>選擇</u> 一房傢具禮券優惠。
		□ I/We <u>do not select</u> the One-Bedroom Furniture Voucher Benefit. 本人/我們 <u>不選擇</u> 一房傢具禮券優惠。
	4.	Stamp Duty Subsidy Benefit 印花稅津貼優惠 Please select only one of the below:- 請只選擇以下其中一項:
		□ I/We <u>select</u> the Stamp Duty Subsidy Benefit 本人/我們 <u>選擇</u> 印花稅津貼優惠
		□ I/We <u>do not select</u> the Stamp Duty Subsidy Benefit 本人/我們 <u>不選擇</u> 印花稅津貼優惠
		uils of the gifts, financial advantage or benefits, please refer to Annex 14. 品、財務優惠或利益的詳情,請參閱附件 14。

Section 5 - Intermediary (if any) 第5節-中介人(如有)

I/We am/are introduced by the following intermediary* to submit this tender:-

*Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.

本人/我們經以下中介人*介紹而提交本投標書:

*填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

Name of sales person	
地產代理姓名	
EA Licence No.	
地產代理牌照號碼	
Estate agency	
公司名稱	
Contact No.	
聯絡電話	

Declaration regarding Intermediary (applicable only if an Intermediary is specified above)

關於中介人的聲明(僅於以上有指明中介人時適用)

I/We declare and confirm as follows:-

本人/我們聲明及確認如下:

- (a) the intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary; 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾,無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責;
- (b) the Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person 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; and 賣方及其職員並無亦不會直接或間接向買方或中介人收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報;及
- (c) The Vendor is not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document. 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件的條款及細則進行。

Section 6 - Declaration of relationship with the Vendor (* Please tick as appropriate)

第6節-與賣方關係的聲明(*請剔適用者)

I/We [* \square are not] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

就《一手住宅物業銷售條例》(第 621 章)而言,本人/我們 [* ¬ 是 / ¬ 不是] 賣方的「有關連人士」。

(A person is a related party to the Vendor if that person is: (如有以下情况,某人即屬賣方的「有關連人士」:

- (a) a director of the Vendor, or a parent, spouse or child of such a director; 該人是賣方的董事,或該董事的父母、配偶或子女;
- (b) a manager of the Vendor; 該人是賣方的經理;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; 該人是上述董事、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; 該人是賣方的有聯繫法團或控權公司;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or 該人是上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或
- (f) a manager of such an associate corporation or holding company. 該人是上述有聯繫法團或控權公司的經理。

For the purpose of this Declaration, "manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and

"private company" has the meaning given by section 11 of the Companies Ordinance (Cap. 622)). 就本聲明而言,「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第11條給予該詞的涵意。)。

Section 7 - Submission checklist 第7節-遞交清單

The following documents are submitted together to the Vendor (for details, please see paragraph 2.7 of the Tender Notice):-以下文件連同本招標文件遞交(詳情見招標公告第2.7段):

Tender Document with the Offer Form completed and signed 1. П

招標文件及要約表格已填妥及簽署

- Cashier order(s) and/or cheque(s) 2.
 - 銀行本票及/或支票
- Tenderer's identification documents 3.

投標者的身份證明文件

Intermediary's licence (if applicable) 4. П

中介人的牌照(如適用)

5. 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:

Measurements of the Tendered Property (undated) 1.

投標物業的量度尺(未有填上日期)

- Warning to Purchasers (undated) 2. 對買方的警告(未有填上日期)
- Personal Date Collection Statement (undated) 3.

收集個人資料聲明(未有填上日期)

- Acknowledgement Letter Regarding Stamp Duty (undated) 4. П 關於印花稅的確認書(未有填上日期)
- Acknowledgement Letter Regarding Operation of Gondola (If applicable)(undated) 5. 關於吊船操作的確認函(如適用)(未有填上日期)
- Acknowledgement Letter Regarding Flat Roof/Roof (If applicable) (undated) 6. 有關平台/天台的確認書(如適用)(未有填上日期)
- Acknowledgement Letter Regarding Open Kitchen (If applicable) (undated) 7. 關於開放式廚房的確認書(如適用)(未有填上日期)
- Acknowledgement Letter Regarding Area for Air-Conditioning (If applicable) 8. 有關冷氣機位置的確認書(如適用)(未有填上日期)
- Acknowledgement Letter Regarding Feature Wall (If applicable) (undated) 9. 關於特色牆的確認書(如適用)(未有填上日期)
- Acknowledgement Letter Regarding Furniture Voucher Benefit (If applicable) (undated) 10. 關於禮券優惠(如適用)(未有填上日期)
- Acknowledgement Letter for Viewing of Property (undated) 11. 關於參觀物業的確認信(未有填上日期)
- Vendor's Information Form (undated) 12.

賣方資料表格(未有填上日期)

Acknowledgement Letter regarding Stamp Duty Subsidy Benefit (undated) 13. 關於印花稅津貼優惠的確認書(未有填上日期)

Section 8 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

第8節-關於公司投標者的聲明(不適用於個人投標者)

We declare and agree as follows:-

我們聲明並同意如下:

- The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form. 1. 在本要約表格的日期之時投標者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.

所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。

If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any 3. 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)。

	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	上資料以核	實於下表列出的投票者的董事的資料,而投標者必
5.	須遵從該要求並自費提供所有上述文件及資料。 The Vendor may refuse to sell the Property to the Tender 如有任何違反本節的規定,賣方有權拒絕將物業出售	rer if there 手予投標者	shall be any breach in the requirements in this Section.
Direc	ctor(s) 董事		
	Name		ong Identity Card No. / Passport No. / B.R. No.
1.	名稱	香港身份	分證號碼 / 護照號碼 / 商業登記號碼
1.			
2.			
3.			
	n 9 - Signature of the Tenderer and witness 节- 投標者及見證人的簽署		
Office condit 本人/ 們同意 (Note: Offer I (註:)	the Tenderer, have read the entire Tender Document, the d, completed the Offer Form and the Schedule thereto. I/We ions of the Tender Document. 文我們,即投標者,己閱讀整份招標文件、附件中的文意遵守及接受招標文件的條款及細則。 The Offer Form must be signed by ALL of the Tenderers if Form must be signed by its authorized signatory(s) with com如投標者由多於一人組成,要約表格須由所有投標者簽訂章。)	agree to be 件及於售标 there is man inpany chop	e bound by and confirm my/our acceptance the terms and 婁處領取的文件,填妥要約表格及其附表。本人/我 ore than one Tenderer. If the Tenderer is a company, the o.) 標者為公司,要約表格須由其獲授權人士簽署及蓋上
	l by the Tenderer: 音簽署:		Witnessed by: 見證人簽署:
		X	X
	of the authorized signature (if the Tenderer is a company): 權人士的名稱(如投標者為公司):		Name of the witness: 見證人名稱:
Date:			

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

4.

日期:

[End of Part 3: Offer Form] [第3部份:要約表格完]

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拼遞交。)

- 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. Acknowledgement Letter regarding Stamp Duty Subsidy Benefit (If applicable) 關於印花稅津貼優惠的確認書(如適用)
- 14. 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

17.	endor	High Dand Lim	aitad	
		High Bond Lin 陞戀有限公司	illeu	
賣方陸巒有限公司DevelopmentAllegro, 138 Carpenter Road, Kowloon				
	evelopment 展項目	九龍賈炳達道		
	operty	/加度與附足但	Floor 樓層	Unit 單位
物			171001 (安/曾	Oint 中心
1/3				
	rchaser(s)			
買				
	D. / B.R. No. 份證 / 商業登記證號碼			
Da				
	///1			
	measurements of the Propert如業的量度尺寸如下—	ty are as follows—	_	
(a)	本物業的實用面積為		平方米/	平方呎,其中—
` /	the saleable area of the Prop	erty is	square metres/	square feet of which—
	1		 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
			<u> </u>	platform;
(b)	其他量度尺寸為—			
	other measurements are—			ज → मा •
	平台的面積為		平方米/	平方呎;
	the area of the flat roof is 天台的面積為		square metres/ 平方米/	square feet; 平方呎;
	人口即風傾為 the area of the roof is		square metres/	キガ火 , square feet;
	the area of the roof is		square metres/	square reet,
the `本人	Vendor and its representative	s to correct any m 量度尺寸構成臨	nistake/error/typo found in the	Preliminary Agreement. I/We hereby irrevocably authorize is Measurements of the Tendered Property. 我們現不可撤回地授權賣方及其代表修正任何本投標
Si	gned by the Purchaser 買方資	資署		

WARNING TO PURCHASERS 對買方的警告

Vendor	High Bond Limited	
賣方	陞巒有限公司	
Development	Allegro, 138 Carpenter Road, Kowloon	
發展項目	九龍賈炳達道 138 號瓏碧	
Property	Floor 樓層	Unit 單位
物業		
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。
- 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。
- 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。

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	High Bond Limited	
賣方	陞巒有限公司	
Development	Allegro, 138 Carpenter Road, Kowloon	
發展項目	九龍賈炳達道 138 號瓏碧	
Property	Floor 樓層	Flat 單位
物業		
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號中國人壽大厦 A座 6樓 601室(註明「保密」字樣)

I have read this Statement and agree to its terms.

本人巳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 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	Floor 樓層	Unit 單位
物業		
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:

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018《2018 年印花稅(修訂)條例》之從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the "2018 Amendment Ordinance") with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the "Ordinance") has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty ("AVD") rates for residential property transactions to a flat rate of 15% ("New Rate"), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《印花稅(修訂)條例 2018》(「2018 修訂條例」)已於 2018 年 1 月 19 日刊憲,法例具有追溯效力至 2016 年 11 月 5 日。 2018 修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一的 15%(「新稅率」),以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書,除獲豁免或另有規定外,均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業),均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement 收緊豁免安排

- 2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering *more than one* residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
 - 《2018 印花稅(修訂)(第2號)條例》已於2018年4月20日刊憲,法例具有追溯效力至2017年4月12日。除獲特定豁免或另有法律規定外,任何在2017年4月12日或以後簽立以買賣或轉讓住宅物業的文書,若該文書包含多於一個住宅物業,則即使該等住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業,仍須按新稅率繳付從價印花稅。
- 3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt. 可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。
- 4. For details of the applicable exemptions to AVD at New Rate and the said Ordinance, please browse the Inland Revenue Department website (www.ird.gov.hk).
 - 有關以新稅率計算的「從價印花稅」適用的豁免及該條例的詳情,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

- 5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted:- 如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅:
 - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "Statutory Declaration") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).

買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。

- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors: 買方承諾向賣方律師交付並促使其律師向賣方律師交付:
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and 在買賣合約訂立之日起 17 天內,「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其表格或他證明文件;及
 - (ii) 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.
 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。
- 6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase. 如本項交易須繳付以新稅率計算的從價印花稅,以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

- 7. 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.
 - 本人/我們確認及知悉,若本人/我們不能全數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。
- 8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
 - 本人/我們明白,本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
- 9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
 - 本人/我們知悉及同意,若本人/我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定),本人/我們須支付所有就該申請而必需由本人/我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
- 10. I/We acknowledge that this document 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. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
 - 本文件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。 印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人/我們及/或本人/我們是否可獲豁免「買 家印花稅」有決定權。
- 11. 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.
 - 本信件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。
- 12. 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 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	Floor 樓層	Unit 單位
物業		
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

S	Signed by the Purchaser 買方簽署
	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。
	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。

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.

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

Vendor	High Bond Limited	
賣方	陞巒有限公司	
Development	Allegro, 138 Carpenter Road, Kowloon	
發展項目	九龍賈炳達道 138 號瓏碧	
Property	Floor 樓層	Unit 單位
物業		
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**") 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。
- 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。
- 2. 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。

- 3. 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。
- 4. 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。
- 5. 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	Floor 樓層	Unit 單位
物業		
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烟霧偵測器;
- (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烟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 關於單位冷氣機區的確認書

Vendor	High Bond Limited		
賣方	陞巒有限公司		
Development	Allegro, 138 Carpenter Road, Kowloon		
發展項目	九龍賈炳達道 138 號瓏碧		
Property	Floor 樓層	Unit 單位	
物業			
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. 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。
- 2. 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。
- 3. 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。

- 4. 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。
- 5. 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	Floor 樓層	Unit 單位
物業		
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. 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:

<u> </u>	<u> </u>
Type pf residential units	Colour of emulsion paint
住宅單位類型	乳膠漆顏色
Studio	White
開放式單位	白色
Units with one bedroom	Grey
一房單位	灰色
Units with two bedrooms	Pink
兩房單位	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 <u>ANNEX</u> hereto. 為供識別之用,特色牆之位置於**附件**平面圖中顯示。

- 2. 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。
- 3. 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。
- 4. 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。
- 5. 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

 $(只適用於選購 B \cdot C \cdot E \cdot F \cdot H 或 J 單位之買方)$

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

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	Floor 樓層	Unit 單位
物業		
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:

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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").
- 5. 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.
- 6. 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
- 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.
- 7. 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
 - 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.

- 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。 8. 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.
- 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.
- 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.

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。 11.

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.

- 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 12. Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.
- 本函中文譯本僅供參考,如與英文版本有異,概以英文版本作準。 13. The Chinese translation of this Letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.
- 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		

Annex 11 附件 11

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

Vendor	HIGH BOND LIMITED			
賣方	陸戀有限公司			
Development	Allegro, 138 Carpenter Road, Kowloon			
發展項目	九龍賈炳達道 138 號瓏碧			
Property	Floor 樓層	Unit 單位		
物業	2.4004 [庆/日	- 1 μ.		
Purchaser (s)				
買方				
I.D. / B.R. No.				
身份證/商業登記證號碼				
Date				
日期				
	署該物業之臨時買賣合約之前,謹此確認以			
		ninary agreement for sale and purchase of the Property:		
	之臨時買賣合約前,賣方已開放該物業供本			
		for viewing by me/us prior to my/our signing of the		
	le and purchase of the Property,	2 7 1 7 7 1 2 8 5 1 1 1 1 1		
	於下述日期於簽署該物業之臨時買賣合約前	方參觀過該物業。		
		rior to my/our signing of the preliminary agreement for		
sale and purchase or	1 1			
-	參觀該物業日期:			
D	ate of viewing of the Property:			
	<u>或 OR</u>			
□ 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	買賣合約前不參觀該物業。		
		e I/we decided not to view the Property prior to my/our		
signing of the prelin	ninary agreement for sale and purchase of the	e Property.		

		實可行,於簽署該物業之臨時買賣合約之前,賣方		
	-住宅物業供本人/我們參觀:			
		roperty to be viewed by me/us the Vendor has made the		
		/us prior to my/our signing of the preliminary agreement		
for sale and purchase of the I				
	arable residential property :			
	下述日期於簽署該物業之臨時買賣合約之前			
	1 1 1	the date stated below prior to my/our signing of the		
	nt for sale and purchase of the Property.			
	雲觀與該物業相若⊶住宅物業日期:			
Date of vie	wing the comparable residential property: 或 OR			
□ 和颁去似乎唐悠末		臨時買賣合約前不參觀與該物業相若⊶住宅物業。		
		歸时貝頁百約別个參觀與該初耒怕石。★住七初耒。 ice I/we decided not to view the comparable residential		
	/our signing of the preliminary agreement for			
		or safe and purchase of the Froperty.		
		→住宅物業予本人/我們參觀均並非合理地切實可		
		物業相若≈住宅物業供本人/我們參觀。		
		racticable for the Property or a comparable residential		
		make the Property or a comparable residential property		
	ving by me/us before the Property is sold to			
本函中文譯本僅供參考,如與英文文	本有異,概以英文文本作準。			
		discrepancy, the English version shall prevail.		
	•	-		
Signed by the Purchaser 買方簽	·			

Annex 12 附件 12

項豁免。

Acknowledgement Letter regarding Stamp Duty Subsidy Benefit 關於印花稅津貼優惠的確認書

Name and address of the Development : Allegro, 138 Carpenter Road, Kowloon 發展項目名稱及地址 : 九龍賈炳達道138號瓏碧

	1 11111 11111 1111 1111 1111 1111 1111 1111
The Property 本物業	Floor 樓, Unit 單位
Vendor 賣方:	HIGH BOND LIMITED 陞巒有限公司
Purchaser(s) 買方:	
Hong Kong Identity Card / Passport No(s). 香港身份證 / 護照號碼	

We refer to your purchase of the Property and in consideration of which, the Vendor is prepared to provide you with the "Stamp Duty Subsidy Benefit" (as defined below), subject to the conditions herein:-

茲就及鑒於閣下購買本物業,現特此確認,賣方會準備給予閣下「印花稅津貼優惠」(定義見下文),此優惠受下列條款所限:

- 1. Subject to the settlement of the purchase price in accordance with the Agreement for Sale and Purchase ("Agreement"), the Purchaser shall be eligible for the Stamp Duty Subsidy Benefit in an amount equal to the ad valorem stamp duty charageable on the Agreement ("AVD") subject to a cap of an amount equal to 3.75% of the purchase price. The Stamp Duty Subsidy Benefit will be applied by the Vendor directly for payment (or part payment) of the AVD on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Subsidy Benefit, the fixed fee for stamping a counterpart of the Agreement and (where required by the Stamp Duty Ordinance) the preliminary agreement for sale and purchase ("Preliminary Agreement") and (if applicable) the amount of buyer's stamp duty.
 - 在買方按買賣合約付清樓價的情況下,買方可享有「印花稅津貼優惠」,金額為買賣合約的應繳的從價印花稅(「AVD」), 上限為樓價的3.75%。賣方將應用「印花稅津貼優惠」直接代買方繳付AVD(或其部份)。買方仍須負上繳付AVD的主要責任,及須負責繳付實際AVD的金額與「印花稅津貼優惠」的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)臨時買賣合約(「臨時合約」)的定額費用及(如適用)買家印花稅。
- 2. The provision of the Stamp Duty Subsidy Benefit is conditional upon the Purchaser having executed the Agreement in respect of the Property within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions of the Preliminary Agreement and being in full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on the part of the Purchaser.
 - 提供印花稅津貼優惠的前提是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買賣合約及買方完全遵守、履行及符合其於本函、 臨時合約及買賣合約所列的條款及條件。
- 3. Where the Purchaser can be exempted from the computation of the AVD payable on the Agreement at higher rates (Scale 1), the Purchaser must take all steps on time to apply for and obtain such an exemption. 如買方可獲豁免以較高的稅率(第 1 標準)釐定買賣合約須繳付之從價印花稅,買方必須準時採取所有步驟申請及獲取該
- 4. The Vendor will apply (through the Vendor's solicitors or in any other manner as the Vendor deems appropriate) the Stamp Duty Subsidy Benefit for the payment of the AVD. The Vendor and the Vendor's solicitors will under no circumstances be liable for any delay in stamping or offering the Stamp Duty Subsidy Benefit or be responsible for any penalty or loss if there is any late stamping or late payment of the Stamp Duty Subsidy Benefit (or any part thereof) for whatever reason (including but not limited to the failure of the Purchaser to pay any required shortfall of the AVD within the relevant period prescribed by law).
 - 賣方會(透過賣方律師或以其他賣方認為合適的方式)代買方將印花稅津貼優惠用作繳付從價印花稅。賣方及賣方律師在任何情況下均不須就加蓋印花稅或提供印花稅津貼優惠之任何延遲或因任何原因(包括但不限於買方未如期繳付不足之印花稅數額)導致延遲加蓋印花稅或印花稅津貼優惠之延遲支付而造成之任何罰款或損失負責。
- 5. After the Vendor has paid or applied the Stamp Duty Subsidy Benefit as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Subsidy Benefit will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
 - 賣方在繳付或應用「印花稅津貼優惠」後,賣方對買方關於此優惠的責任將完結。即使樓價日後有更改(不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因),「印花稅津貼優惠」的金額不會因樓價更改而調整,賣方亦無須向買方代繳任何進一步的印花稅。
- 6. If the AVD has been paid but becomes refundable because of the cancellation or termination of the Agreement for whatever reason, the Purchaser shall forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain the refund from the competent authorities. The Purchaser hereby agrees that, the Purchaser shall at the option of the Vendor: (a) forthwith pay an amount equivalent to the Stamp Duty Subsidy Benefit to the Vendor; or (b) forthwith carry out all steps and actions the Vendor requires to assist the Vendor to apply for a refund of the AVD paid from the Stamp Office (the "Stamp Duty Refund"). Wherever requested by the Vendor, whether there is already any cancellation or termination of the Agreement or not, the Purchaser shall at all times sign and provide to the Vendor all relevant forms and documents for stamping and/or applying for the Stamp Duty Refund, including but not limited to the stamping form(s), statutory declaration(s), form(s) for refund of stamp duty, letter(s) of indemnity, and pay the stamp duty for stamping the counterpart of the Agreement. The Purchaser hereby authorizes the Vendor to date and use the aforesaid forms

and documents and submit the same to the Stamp Office as and when appropriate.

若買賣合約因任何原因被取消或終止而導致已付之從價印花稅可退還,買方須立即採取一切賣方要求之步驟及行動協助賣 方從有關當局取回退款。買方特此同意,買方須按賣方選擇:(a)立即向賣方支付一筆等同印花稅津貼優惠之款項;或(b) 立即採取一切賣方要求之步驟及行動協助賣方從印花稅署申請返回已付之從價印花稅 (「退回印花稅」)。如賣方要求,不 論當時買賣合約已或未有被取消或終止・買方須於任何時候簽署並向賣方提供所有用作加蓋印花稅及/或申請退回印花稅 之相關文件及表格,包括但不限於印花稅表格、法定聲明、退回印花稅表格、償還稅款保證書,並支付加蓋買賣合約對應 本之印花稅。買方特此授權賣方於適當時候於該等文件及表格加上日期、使用該等文件及表格並將之遞交予印花稅署,

The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages (including, without limitation, the refund of the Stamp Duty Subsidy Benefit from the Purchaser) and/or to apply for Stamp Duty Refund from Stamp Office if the Purchaser fails to complete the sale and purchase of the Property.

假如買方不能完成本物業的交易,賣方保留向買方追討索償(包括但不限於要求買方退還印花稅津貼優惠)及/或向印花稅署 申請退回印花稅之權利。

In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Letter and/or the Preliminary Agreement and/or the Agreement, the Vendor shall be entitled to withdraw the Stamp Duty Subsidy Benefit and/or ask for refund of the Stamp Duty Subsidy Benefit from the Purchaser (if already paid) without prejudice to the rights and remedies of the Vendor under the Preliminary Agreement and/or the Agreement or otherwise.

若買方未能遵守或符合本函及/或物業之臨時合約及/或買賣合約內任何條款或條件,賣方有權撤銷印花稅津貼優惠及/或要 求買方退還印花稅津貼優惠(如已支付),且並不損害賣方於物業之臨時合約及/或其後的買賣合約或其他的權利及補償。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement. Nothing herein shall be deemed to supersede or vary any term or condition of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement 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 Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the Preliminary Agreement and the Agreement. 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. 本函為一獨立於臨時合約及買賣合約之協議。本函任何內容均不得視作取替或更改臨時合約或買賣合約內任何條款或條件。

賣方所有臨時合約及買賣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買賣合約的所有條款及條件及按臨時合約及買賣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。

- 10. The Purchaser may have to notify the bank of the "Stamp Duty Subsidy Benefit" in the mortgage application process. The bank may take into account the "Stamp Duty Subsidy Benefit" in determining the loan amount. For details, please make enquiry with the banks. 買方在按揭申請中可能需要通知的銀行有關「印花稅津貼優惠」的安排。銀行決定提供貸款時可能會考慮「印花稅津貼優 惠」。請向銀行查詢有關詳情。
- 11. 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. 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。
- 12. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter. 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及條 件之利益。
- 13. The Chinese translation of this Letter is for reference purposes only. In case of any discrepancy, the English version shall prevail. 本函中文譯本僅供參考,如與英文文本有異,概以英文文本作準。
- 14. 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. 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。

After due and careful consideration of the contents of this Letter, I/we agree to accept and be bound by all the terms and conditions herein set out.

經妥當及謹慎考慮本函的內容後,本人/吾等 同意接受本函所列的所有條款與細則及受其約束。

For the purpose of paragraphs 4,5,6,7 of this Letter and to secure full refund of the Stamp Duty Subsidy Benefit to the Vendor, I/we hereby irrevocably authorize the Vendor to make an application to obtain a refund of the AVD on the Agreement from the competent authorities, id

o utilize such refund to repay the	Vendor the amount of the Sta	imp Duty Subsidy Bene	fit paid and to do all act	is incidental to the sai
pplication. 就本函第4、5、6、7段及就保障 导就買賣合約已支付之從價印花 並申請附帶的行為。				
Signature of Purchaser(s):				
買方簽署:				
Date:				
日期:				

Annex 13 附件 13

Vendor's Information Form 賣方資料表格

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				
D	Floor 樓層	Unit 單位			
Property 物業					
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	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乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	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: 01/04/2023 印製日期: 01/04/2023

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。

Annex 14 附件 14

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.

2.

(A) 90 天現金優惠付款計劃 90-day Cash Payment Plan

> Furniture Voucher Benefit (Only applicable to the purchaser who chooses to purchase Unit B or Unit J) 詳情請參閱附件 14.1。

Please refer to Annex 14.1 for details.

2. 一房傢具禮券優惠 (只適用於選購 C 單位、E 單位、F 單位或 H 單位之買方)

One-Bedroom Furniture Voucher Benefit (Only applicable to the purchaser who chooses to purchase Unit C, Unit E, Unit F or Unit H)

詳情請參閱附件 14.2。

Please refer to Annex 14.2 for details.

(C) 180 天現金優惠付款計劃 180-day Cash Payment Plan

> Furniture Voucher Benefit (Only applicable to the purchaser who chooses to purchase Unit B or Unit J) 詳情請參閱附件 14.1。

Please refer to Annex 14.1 for details.

一房傢具禮券優惠 (只適用於選購 C 單位、E 單位、F 單位或 H 單位之買方)

One-Bedroom Furniture Voucher Benefit (Only applicable to the purchaser who chooses to purchase Unit C, Unit E, Unit F or Unit H)

詳情請參閱附件 14.2。

Please refer to Annex 14.2 for details.

Annex 14.1 Furniture Voucher Benefit (Only applicable to the purchaser who chooses to purchase Unit B or Unit J)

- (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.

- 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 Agreementor 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 Agreementirrespective 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
- ixi (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.

附件 14.2 「一房傢具禮券優惠」(只適用於選購 C 單位、E 單位、F 單位或 H 單位之投標者)

Annex 14.2 "One-Bedroom Furniture Voucher Benefit" (Only applicable to the purchaser who chooses to purchase Unit C, Unit E, Unit For Unit H)

(1) 一房傢具禮券優惠(『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個工作天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、履行或符合臨時合約或買賣合約內任何條款或條件,賣方有權即時撤銷優惠,且並不損害賣方於臨時 合約、買賣合約或其他適用法律下之其他權利及濟助。

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in the PASP or the ASP, the Vendor shall be entitled to cancel the Benefit forthwith without prejudice to the Vendor's other rights and remedies under the PASP, the ASP 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 ASP 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.

附件14.3「印花稅津貼優惠」

Annex 14.3 "Stamp Duty Subsidy Benefit"

只適用於屬自然人的買方。 Only applicable to purchasers who are natural persons.

- (1) 在買方按買賣合約付清成交金額的情況下,買方可享有「印花稅津貼優惠」,金額為買賣合約的應繳的從價印花稅 (「AVD」),上限為成交金額的3.75%。賣方將應用「印花稅津貼優惠」直接代買方繳付AVD(或其部份)。買方仍須負上繳付AVD的主要責任,及須負責繳付實際AVD的金額與「印花稅津貼優惠」的金額之間的差額(如有)、加蓋買賣合約副本及(如印花稅條例要求)臨時合約的定額費用及(如適用)買家印花稅。
 - Subject to the settlement of the Transaction Price in accordance with the ASP, the Purchaser shall be eligible for the Stamp Duty Subsidy Benefit in an amount equal to the ad valorem stamp duty charageable on the ASP ("AVD") subject to a cap of an amount equal to 3.75% of the Transaction Price. The Stamp Duty Subsidy Benefit will be applied by the Vendor directly for payment (or part payment) of the AVD on behalf of the Purchaser. The Purchaser shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the difference (if any) between the actual amount of AVD and the amount of the Stamp Duty Subsidy Benefit, the fixed fee for stamping a counterpart of the ASP and (where required by the Stamp Duty Ordinance) the PASP and (if applicable) the amount of buyer's stamp duty.
- (2) 賣方在繳付或應用「印花稅津貼優惠」後,賣方對買方關於此優惠的責任將完結。即使樓價日後有更改(不論是否因買 方日後申請更改支付辦法獲得賣方同意或其他原因),「印花稅津貼優惠」的金額不會因樓價更改而調整,賣方亦無 須向買方代繳任何進一步的印花稅。
 - After the Vendor has paid or applied the Stamp Duty Subsidy Benefit as aforesaid, the Vendor's obligation to the Purchaser under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to the Purchaser's application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the Stamp Duty Subsidy Benefit will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for the Purchaser.
- 如買方沒有按買賣合約完成購買住宅物業,「印花稅津貼優惠」的全額將須退還給賣方。
 If the Purchaser does not complete the purchase of the residential property in accordance with the ASP, the full amount of the Stamp Duty Subsidy Benefit shall be refunded to the Vendor.
- (4) 若有爭議,賣方的決定為最終決定並對買方具有約束力。
 In case of dispute, the Vendor's determination shall be final and binding on the Purchaser.
- (5) 此「印花稅津貼優惠」受其他條款及細則約束。
 - This "Stamp Duty Subsidy Benefit" is subject to other terms and conditions.

Management Fee Table 管理費用附表	麦

樓層 / 單位 Floor / Flat	A	В	С	D	Е	F	G	Н	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

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:		
口切 Date.		