# 招標承投購買物業

# INVITATION FOR PURCHASE OF PROPERTY BY WAY OF TENDER

有關

in respect of

載於招標公告附表之位於 香港九龍何文田常盛街 17 號傲玟 (Grand Homm) 的物業

The properties set out in the Schedule to the Tender Notice at Grand Homm (傲玟)

17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong

#### 招標承投購買物業

# INVITATION FOR PURCHASE OF PROPERTY BY WAY OF TENDER

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現招標承投購買以下<u>任何一個</u>載於招標公告附表之 位於香港九龍何文田常盛街 17 號傲玟 (Grand Homm) (「**發展項目**」) 的物業 Tenders are invited for the purchase of <u>any one</u> of the properties set out in the Schedule to the Tender Notice at Grand Homm (傲玟), 17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong (the "**Development**").

招標開始及截止日期及時間(「招標期間」)乃 賣方不時通過發出銷售安排資料所指明者 (除非先前已被撤回出售或售出)

TENDER COMMENCEMENT AND CLOSING DATE AND TIME ("TENDER PERIOD") ARE AS SPECIFIED IN THE INFORMATION ON SALES ARRANGEMENTS ISSUED BY THE VENDOR FROM TIME TO TIME (UNLESS PREVIOUSLY WITHDRAWN OR SOLD)

標書須以指定的**投標表格**填寫並放入封密的普通信封內,信封面上清楚註明「**投標傲玟** (Grand Homm)」,並於招標期間內提交至位於**香港英皇道 979 號太古坊一座 7 樓**並標明「**投標傲玟** (Grand Homm)」的投標箱內。

Tenders must be submitted in the specified Form of Tender during the Tender Period in a sealed plain envelope and clearly marked "TENDER FOR GRAND HOMM (傲玟)" to the Tender Box labelled "Tender for Grand Homm (傲玟)" located at 7/F, One Taikoo Place, 979 King's Road, Hong Kong.

#### 賣方 Vendor

金鋑有限公司(已委任接管人和經理人)
Gold Topmont Limited (Receivers and Managers appointed)

#### 賣方代表律師 Vendor's Solicitors

的近律師行 Deacons

#### 賣方代理 Vendor's Agent

仲量聯行

Jones Lang LaSalle Limited

#### 聯絡資料 Contacts

仲量聯行

Jones Lang LaSalle Limited

查詢熱線: 5606 2381 Enquiry Hotline: 5606 2381

#### 招標公告

#### **TENDER NOTICE**

- 1. 仲量聯行(「賣方代理」),作爲金鋑有限公司 (Gold Topmont Limited) (已委任接管人和經理人)(「賣方」) 之銷售代理,現按照本招標公告及本招標公告來附的**附件 A** 的投標表格 (「投標表格」) 和**附件 B** 的出售條件 (「發展項目」) 所訂明的條款及條件招標承投購買以下「物業詳情」所述的任何一個載於招標公告附表之位於香港九龍常盛街17號傲玟 (Grand Homm) (「發展項目」) 的物業 (「物業」)。

  Jones Lang LaSalle Limited (the "Sales Agent") as sales agent for Gold Topmont Limited (金鋑有限公司) (Receivers and Managers appointed) (the "Vendor") invites tenders for the purchase of <u>any one</u> of the properties set out in the Schedule hereto (the "Properties" and each a "Property") at Grand Homm (傲玟), 17 Sheung Shing Street, Kowloon, Hong Kong (the "Development"), subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the "Form of Tender") and the
- 2. (a) 投標者必須是個人或於香港成立之有限公司或於香港以外成立之有限公司 (「**非香港公司**」)。所有有限公司 (沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司除外) 最少一名董事必須爲自然人。
  Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or limited company(ies) incorporated outside Hong Kong ("Non-Hong Kong Company(ies)"). All limited companies (save for Non-Hong Kong Companies which are not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) shall have at least one director who is a natural person.

Conditions of Sale (in the form annexed hereto as **Appendix B**) (the "Conditions of Sale").

(b) 投標者須在投標表格標明其所要約購買的物業。投標者可在每份投標表格按其意欲購買的順序標明**最多三個**所要約購買的物業,惟賣方就每份投標表格僅接受賣方全權酌情認為合適的<u>其中一(1)個物業</u>的要約。

Tenderer must, in the Form of Tender, indicate the Property(ies) to be offered to purchase. Tenderer may indicate in each Form of Tender <u>up to three (3)</u> Properties (in desdending order of the Tenderer's preference) that the Tenderer offers to purchase, but the Vendor will only accept the offer for <u>one (1) of the Properties</u> in respect of each Form of Tender as the Vendor shall in its absolute discretion think fit.

### 3. 標書必須:

Any tender must be :-

(a) 以投標表格 (一式兩份) 方式作出,每份須連同 (i) 按本招標公告之條款及條件填妥之出售條件;(ii) 本招標公告及 (iii) 隨附本招標公告並在下文第 3(b)(v)至(x)列出的文件。投標表格必須由投標者簽署; made in the Form of Tender (IN DUPLICATE) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(v) to (x) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;

(b) 連同下列文件提交:

submitted together with the following documents:-

- (i) 一張或多張抬頭爲「的近律師行」並由根據《銀行業條例》(香港法例第 155章)第16條獲妥為發牌的銀行所簽發的銀行本票及支票(如適用)作為 臨時訂金,並以以下方式提交:
  - one or more cashier's order(s) issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "Banking Ordinance") and cheque(s) (if applicable) made payable to "Deacons" in the following manner as preliminary deposit:-
  - (I) 如所有要約購買的物業均為兩房單位,須提交一(1)張港幣500,000.00元的銀行本票,並**就每個要約購買的物業**提交一(1)張支票,金額為投標者在投標表格訂明提出的該物業售價的5%減去港幣500,000.00元後之數目;及
    - if all the Properties offered to purchase are 2-bedroom units, one (1) cashier's order in the sum of HK\$500,000.00 and <u>in respect of each Property offered to purchase</u>, one (1) cheque for the amount equivalent to 5% of the purchase price of that Property offered by the Tenderer as specified in the Form of Tender after deduction of HK\$500,000.00; and
  - (II) 如要約購買的物業中包含三房單位或複式單位,須提交兩(2)張每 張港幣500,000.00元的銀行本票,並**就每個要約購買的物業**提交一 (1)張支票,金額為投標者在投標表格訂明提出的該物業售價的5% 減去港幣500,000.00元(就兩房單位)或港幣1,000,000.00元(就三房 單位或複式單位)後之數目,

if the Properties offered to purchase include 3-bedroom unit(s) or duplex unit(s), two (2) cashier's orders each in the sum of HK\$500,000.00 and <u>in</u> <u>respect of each Property offered to purchase</u>, one (1) cheque for the amount equivalent to 5% of the purchase price of that Property offered by the Tenderer as specified in the Form of Tender after deduction of HK\$500,000.00 (for 2-bedroom units) or HK\$1,000,000.00 (for 3-bedroom units) or duplex units),

惟如物業售價的臨時訂金金額少於港幣 500,000.00 元 (就兩房單位) 或港幣 1,000,000.00 元 (就三房單位或複式單位),則有關本票扣除臨時訂金後之金額將直接應用於支付在投標表格第 2(b) 段所提及的加付訂金的部份;Provided That if the preliminary deposit for the purchase price of the Property is less than HK\$500,000.00 (for 2-bedroom units) or HK\$1,000,000.00 (for 3-bedroom units or duplex units), then the amount of the relevant cashier's order(s) after deduction of the preliminary deposit shall be directly applied towards payment of part of the further deposit referred to in paragraph 2(b) of the Form of Tender;

(ii) 如投標者爲個人,每名投標者個人的香港身份證 / 護照副本; if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;

- (iii) 如投標者爲有限公司,每間投標者公司的商業登記證書副本 (如有)、公司註 册證書副本及投標者之董事的香港身份證/護照副本; if the Tenderer is a limited company(ies), a copy of the Business Registration Certificate (if any), a copy of the Certificate of Incorporation of each company of the Tenderer and a copy of the HKID Card / Passport of the director(s) of the Tenderer;
- (iv) (如適用) 投標者委聘的地產代理 / 營業員 (如有) 的地產代理 / 營業員牌照及名片副本;
  (if applicable) copy of estate agent's/salesperson's licence and name card of the estate agent/salesperson (if any) appointed by the Tenderer;
- (v) 經投標者填妥及簽署的「對買方的警告」(按照**附件 C** 所列的格式); a Warning to Purchasers (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
- (vi) 經投標者填妥及簽署的「與賣方關係的聲明」(按照**附件 D** 所列的格式); a Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
- (vii) 經投標者填妥及簽署的「收集個人資料聲明」(按照**附件 E** 所列的格式); a Personal Information Collection Statement (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
- (viii) 經投標者填妥及簽署的「關於中介人的聲明」(按照**附件 F** 所列的格式); a Declaration in relation to Intermediary (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
- (ix) 經投標者填妥及簽署的「物業參觀確認函」(按照**附件 G** 所列的格式); an Acknowledgement Letter regarding Properties Viewing (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
- (x) 經投標者填妥及簽署的「賣方資料表格」(按照**附件 H** 所列的格式); a Vendor's Information Form (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer;
- (xi) (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 (認證副本須由在香港執業之律師作認證); (if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer (for certified copy, the same should be certified by a solicitor practising in Hong Kong);
- (xii) 如投標者爲公司, (I) 投標者的董事决議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 及 (II) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本,或如投標者爲根據公司條例 (香港法例第 622 章) 第 16 部註册之非香港公司,最新之註册非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書

(表格 NN1) 副本,或如投標者為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司,由投標者的一位董事認證的最新之董事名冊及股東名冊副本。

if the Tenderer is a company, (I) a copy of the board resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of the Tenderer being a Non–Hong Kong Company registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case of the Tenderer being a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of the Tenderer.

# <u>請注意,上文第 3(b)(v) 至 (x) 段提及之文件在遞交時切勿寫上日期。</u> <u>Please note that the documents mentioned in paragraphs 3(b)(v) to (x) above</u> shall be left undated upon submission.

- (c) 放入封密的普通信封内,信封面上書明賣方代理收啟,並清楚註明「**投標傲 玟 (Grand Homm)**」;以及 enclosed in a sealed envelope addressed to the Sales Agent and clearly marked on the outside of the envelope "**TENDER FOR GRAND HOMM** (**傲玟**)"; and
- (d) 於招標期間放入擺放於**香港英皇道 979 號太古坊一座 7 樓**並標示為「**投標傲玟** (**Grand Homm**)」的投標箱內。 placed in the Tender Box labelled "**Tender for Grand Homm** (**傲玟**)" located at **7/F**, **One Taikoo Place**, **979 King's Road**, **Hong Kong** during the Tender Period.

賣方保留絕對權利及酌情權透過修改有關的銷售安排資料不時更改招標期間; 按此,投標者應參閱當時生效的有關的銷售安排資料,以確定所有或任何物 業的實際招標開始及截止日期及時間。

The Vendor reserves the absolute right and discretion to change the Tender Period from time to time by amending the relevant Information on Sales Arrangements; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual commencement and closing date and time of the tender in respect of all or any of the Properties.

- 4. 投標者須在其遞交的投標表格 (一式兩份) 內<u>就每個要約購買的物業</u>填寫以下資料: Each Tenderer is required to fill in the following information in the Form of Tender (in duplicate) submitted by him <u>in respect of each Property offered to purchase</u>:-
  - (a) 投標者提出的物業的售價;及 the purchase price of the Property offered by the Tenderer; and
  - (b) 售價之支付條款。 the payment terms of the purchase price.

5. 賣方保留權利按其絕對酌情權拒絕任何不符合隨附之投標表格或本招標公告任何條款 及條件的投標。逾時遞交之投標將不獲接納。

The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.

6. 賣方保留權利不接納出價最高或最佳的標書或任何一份標書。賣方就是否接納或拒絕 接納任何標書有絕對酌情權。

The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance or rejection of any tender.

7. 賣方保留權利在接受任何標書之前的任何時候撤回所有或任何物業不予出售或於任何 時候出售或放售所有或任何物業予任何人士。

The Vendor reserves the right at any time before acceptance of a tender to withdraw all or any of the Properties from sale or to sell or dispose of all or any of the Properties to any person at any time.

8. (a) 鑒於賣方作出招標和下文第 8(b) 段所述的承諾,作為代價,每位投標者均被 視爲已承諾其投標將爲不可撤銷且構成正式要約,並可由賣方在招標期間屆 滿後起計第 7 個工作日(「接納投標日期」)或之前按照本招標公告、出售條 件及投標表格所載的條款及條件接納投標。投標表格一經遞交,投標者即不 可撤回標書,直至接納投標日期終結之前,標書都可由賣方接納。

In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until the 7<sup>th</sup> working day after the expiration of the Tender Period (the "Acceptance Date"). After the Form of Tender has been submitted, 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 Acceptance Date.

(b) 鑒於上文第 8(a) 段所述的承諾,作為代價,賣方承諾在收到投標者發出的書面要求時向該投標者支付港幣 10 元。

In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.

9. (a) 如標書獲賣方接納,該中標者將成爲物業之買方(「**買方**」),賣方並將在不遲於接納投標日期將接受投標的書面通知(「**接受投標通知書**」)透過郵件或專人送遞至中標者列於其投標表格的香港通訊地址或註冊辦事處地址,或透過傳真送遞予中標者,而買方將被視為已在投寄日期後第二個工作日收到以上述方式 送號之接受投標通知書。

If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong or registered office stated in his

Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser on the second working day after the date of mailing.

(b) 中標者須於接受投標通知書之日期後的五 (5) 個工作日內簽署物業之正式買賣合約。

The successful Tenderer shall sign the formal agreement for sale and purchase of the Property within five (5) working days after the date of the Notice of Acceptance.

(c) 如中標者爲公司,在簽署正式買賣合約之前,其董事及/或股東不得有任何 變動。

If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the formal agreement for sale and purchase.

10. 在賣方對收到的標書作出決定前,所有銀行本票及/或支票(如有)均不會予以提交兌付。如某份標書獲接納,隨標書附上的有關中標物業的銀行本票及支票(如有)將被視作及用作支付中標者按投標表格須支付的有關該物業的臨時訂金。所有其他銀行本票及支票(如有)將於招標期間屆滿起計 14 個工作日內,按列於投標表格的香港通訊地址或註冊辦事處地址退還予落選者,郵誤風險概由落選者自行承擔。

All cashier's order(s) and/or cheque(s) (if any) submitted by the Tenderers will not be presented for payment until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order(s) and/or cheque(s) (if any) in respect of the successfully tendered Property submitted therewith will be treated as and applied towards payment of the preliminary deposit in respect of that Property payable by the successful Tenderer under the Form of Tender. All other cashier's order(s) and/or cheque(s) (if any) will be returned within fourteen (14) days after the expiration of the Tender Period to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender, at the risk of the unsuccessful tenderers.

11. 買方就購買該物業可獲以下所列的贈品、財務優惠或利益:

The Purchaser shall be offered the following gifts, financial advantage or benefits as set out below in connection with the purchase of the Property:-

(a) 住宅停車位認購權 (只適用於購買三房單位或複式單位之買方)
Option to purchase a residential car parking space
(only applicable to purchasers of 3-bedroom unit or duplex unit)

購買三房單位或複式單位之買方同時可享有不可轉讓的認購發展項目內的一個住宅停車位的權利(「認購權」),而賣方有完全及絕對酌情權決定住宅停車位的售價。買方須於賣方所設定之時限、方式及售價行使其認購權,否則其認購權將會自動失效,而買方將被視作放棄其認購權,買方並不會為此獲得任何補償。賣方有完全及絕對酌情權決定買方行使認購權時可供購買的住宅停車位及其銷售條款與細則並容後公布。此認購權僅屬於有關買方,並僅供該買方享用。

At the same time when the Purchaser of 3-bedroom unit or duplex unit purchases the relevant unit, the Purchaser shall have a non-transferable option to purchase ("**option** 

to purchase") one (1) residential parking space in the Development at the price to be determined by the Vendor at its sole and absolute discretion. The Purchaser is required to exercise his/her/its option to purchase one (1) residential parking space within the time limit, in the manner and at the price as prescribed by the Vendor, failing which the option to purchase shall lapse automatically and be deemed to be waived by the Purchaser who shall not be entitled to any compensation therefor. The residential parking space(s) available for purchase at the time when the Purchaser exercises the option to purchase and the terms and conditions of sale thereof shall be solely determined by and at the absolute discretion of the Vendor and will be announced later. This option to purchase is personal to the Purchaser and is to be enjoyed by the Purchaser only.

# (b) 住宅停車位認租權 (只適用於購買兩房單位之買方) Option to rent a residential car parking space (only applicable to purchasers of 2-bedroom unit)

購買兩房單位之買方同時可享有不可轉讓的認租發展項目內的一個住宅停車位的權利(「**認租權**」)。就認租權的條件及細則,包括但不限於租金及租期等,賣方有完全及絕對酌情權決定。買方須於賣方所設定之時限及方式行使其認租權,並於指定的時限內簽署一份由賣方指明格式的租約,否則買方將被視作放棄其認租權,亦不會為此獲得任何補償。賣方有完全及絕對酌情權決定可供租用的住宅停車位,認租權條款與細則並受限於相關租約。此認租權僅屬於有關買方,並僅供該買方享用。

At the same time when the Purchaser of 2-bedroom unit purchases the relevant unit, the Purchaser shall have a non-transferable option to rent ("**option to rent**") one (1) residential parking space in the Development. Terms and conditions of the option to rent, including but not limited to rent and term of tenancy, are to be determined by the Vendor at its sole and absolute discretion. The Purchaser is required to exercise his/her/its option to rent within the time limit and in the manner prescribed by the Vendor, and to execute a tenancy agreement in the form prescribed by the Vendor within the prescribed time limit, failing which the option to rent shall be deemed to be waived by the Purchaser who shall not be entitled to any compensation therefor. The residential parking space(s) available for rent shall be solely determined by and at the absolute discretion of the Vendor, and the terms and conditions of tenancy shall be subject to the relevant tenancy agreement. This option to rent is personal to the Purchaser and is to be enjoyed by the Purchaser only.

12. (a) 以投標者身份簽署投標表格的人士,將被視作主事人,除非他在投標表格上透露其僅以獲授權人身份行事。在此情况下,他亦須在投標表格上透露主事人及該主事人的聯絡人之姓名及地址。如某人以代理人或獲授權人身份代其主事人簽署投標表格,該人將在送達投標表格時被視爲向賣方保證已獲其主事人授權以填妥、簽署及遞交該投標表格。由主事人妥爲簽立及妥爲見證之委任該代理人或獲授權人之授權書之正本或認證副本(認證副本須由在香港執業之律師作認證),及主事人及該代理人或獲授權人之香港身份證/護照副本,須隨投標表格遞交予賣方,並使賣方滿意。

The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name(s) and address(es) of his principal and the contact person(s) of his principal. Where a person signs the Form of Tender

as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy (for certified copy, the same should be certified by a solicitor practising in Hong Kong) of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID/Passport should be submitted with the Form of Tender to the satisfaction of the Vendor.

(b) 投標者如為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司,則其投標表格必須填寫其在香港的代理人的全名及地址以向其在香港的代理人傳送或送交接受投標通知書,及該代理人將代表投標者接受任何通知、文件或法律程序的送達。該投標者同意如任何通知、令狀、傳訊、命令、判決或其他文件或法律程序註明該投標者或其香港代理人為收件人及把它們留在或通過郵遞方式寄到該投標者的地址或在投標表格裏提及的代理人的地址,則該等通知、令狀、傳訊、命令、判決或其他文件或法律程序須被視為已妥當及充分地送達予投標者。

If the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), the full name and address of an agent in Hong Kong to whom the Notice of Acceptance may be sent or delivered and who will accept service of any notice, document or legal process on behalf of the Tenderer must be stated on its Form of Tender. Such Tenderer agrees that any notice, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to it or to the said agent and left at, or sent by post to its address or to the address of the said agent mentioned therein.

- 13. 時間在各方面均為要素,必須嚴格遵守。 Time shall in all respects be of the essence.
- 14. 所有查詢應向仲量聯行 (電話號碼: 5606 2381) 作出。投標者應注意,仲量聯行只會回答關於本招標及物業的一般問題,而不會就本招標提供法律或其他意見。投標者應就本招標公告及有關文件的條款自行取得獨立法律及其他專業意見。

All enquiries shall be directed to Jones Lang LaSalle Limited at Tel. No.: 5606 2381. Tenderers should note that Jones Lang LaSalle Limited will only answer questions of a general nature concerning the subject tender and the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.

15. 賣方、賣方代理或其任何代理或僱員對有意投標者或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。任何陳述不得構 成或被視作構成本招標公告的一部分;這些陳述或行動並不(亦不得被視作)闡述、 更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條件所列出的任 何條款或條件。

Any statement, whether oral or written, made and any action taken by the Vendor or the Sales Agent or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
- 16. 就本招標公告而言,「工作日」指並非 (a) 公眾假日或星期六;或 (b) 《釋義及通則條例》(香港法例第 1 章) 第 71(2) 條所界定的黑色暴雨警告日或烈風警告日的日子。 For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

<u>附表</u> Schedule

# <u>傲玟 (Grand Homm) 可供投標物業</u> Properties for Tender in Grand Homm (傲玟)

<u>座</u>	樓層	單位
Tower	Floor	Flat
3	17	D

# 投標表格 FORM OF TENDER

在遵守本投標表格及附於本投標表格的招標公告(「**招標公告**」)和出售條件(「**出售條件**」)所載的條款及條件的前提下,茲投標承購香港九龍何文田常盛街 17 號傲玟 (Grand Homm) 之以下物業(下稱為「**該物業**」)。

Tender for the purchase of the following property (the "**Property**") of Grand Homm (傲玟), 17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong subject to the terms and conditions contained in this Form of Tender and the Tender Notice (the "**Tender Notice**") and the Conditions of Sale (the "**Conditions of Sale**") attached hereto.

第一	選擇 1 <sup>st</sup> Preference:座 Tower	樓 Floor	單位 Flat	**	
第二	選擇 2 <sup>nd</sup> Preference:座 Tower	樓 Floor	單位 Flat	**	
第三	選擇 3 <sup>rd</sup> Preference:座 Tower	樓 Floor	單位 Flat	**	
** Ple	自行填上投標物業,可供投標單物業詳列於 ease fill in the Property tendered and refer to th tender.		Properties		
致:	仲量聯行作爲金鋑有限公司 (Go 之銷售代理及	-		、和經理人) (「 <b>賣方</b>	)
	Peter James Greaves 先生及 Yat F	Ait Jong 先生(「子	安官人」)		
То:	Jones Lang LaSalle Limited as (Receivers and Managers appointed Messrs. Peter James Greaves and York (Receivers and York (Rece	) (the "Vendor")	and	nited(金鋑有限公	司)
1.	本人/我們 I/We,				
	(香港身份證 HKID Card No. / 護	照 Passport No. / 雨	商業登記證號碼 B	usiness Registration	No.
					_)
	地址爲 of				
				_	
	(公司之註冊辦事處地址/個人之	之香港通訊地址)	已閱讀招標公告	(包括其附錄) 和出	:」售
	條件,特此提出要約,在受到出	出售條件所列的條	禁放及條件約束的	前提下,以港幣	
		元 (HK\$		)(就第一選擇物	/業)
		元 (HK\$		) (就第二選擇物	)業)

		) (就第三	選擇物業)
<b>「</b> 木	<b>塿價</b> 」) 向賣方購買上述其中一個物業。		
reg	istered office for a company(ies)/correspondence a	ddress in Hong Kong for ind	lividual(s)),
avi	ing read the Tender Notice (including the Append	ices thereto) and the Condition	ons of Sale,
ere	eby offer to purchase one (1) of the Properties liste	d above from the Vendor at the	he purchase
ric	e of		
O1	NG KONG DOLLARS	(HK\$	)
or	1 <sup>st</sup> Preference Property)		
O	NG KONG DOLLARS	(HK\$	)
or	2 <sup>nd</sup> Preference Property)		
[O]	NG KONG DOLLARS	(HK\$	)
or	3 <sup>rd</sup> Preference Property)		
he	"Purchase Price") and on the terms and conditi	ons as more particularly set	t out in the
	ditions of Sale.		
	he Vendor :- -選擇物業	wing manner, if this Tender	is accepted
·		wing mainer, it this render	is accepted
<u></u>	<u>-選擇物業</u>		
<u> </u>	<u>-選擇物業</u> <u>Preference Property</u> 為數港幣元 (即樓價的 約 (出售條件所界定者) 時支付;	5%) 的臨時訂金,須於簽署	· 署本臨時合
<u></u>	<u>-選擇物業</u> Preference Property  為數港幣元 (即樓價的約 (出售條件所界定者) 時支付; preliminary deposit in the sum of HK\$	5%) 的臨時訂金,須於簽署 	署本臨時合 equal to 5%
<u></u>	<u>-選擇物業</u> <u>Preference Property</u> 為數港幣元 (即樓價的 約 (出售條件所界定者) 時支付;	5%) 的臨時訂金,須於簽署 	署本臨時合 equal to 5%
与一 st P u)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署 , which is e of the Preliminary Agreement	署本臨時合 equal to 5% (defined in
与一st P a)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 話時合約 (出
第一 S <sup>st</sup> P a)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 話時合約 (出
<u>育</u> st P a)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出
<del>客一</del> st Pana)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出 equal to 5% n which the
写一sst P a)	一選擇物業 Preference Property  為數港幣元 (即樓價的 約 (出售條件所界定者) 時支付; preliminary deposit in the sum of HK\$ のf the Purchase Price shall be paid upon signing of the Conditions of Sale);  為數港幣 元 (即樓價的售條件所界定者) 的簽署日期之後的 元 (即樓價的 further deposit in the sum of HK\$ of the Purchase Price, shall be paid within Preliminary Agreement (defined in the Condition 為數港幣 元 (即樓價的 其) 元 (即樓價的 其) 表數港幣 元 (即樓價的 其) 表数表述。	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出 equal to 5% n which the
第一 st P a) b)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出 equal to 5% n which the
<del>第一</del> sst P a)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出 equal to 5% n which the 本臨時合約 , which is fter the date
第一 st P a)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	署本臨時合 equal to 5% (defined in 語時合約 (出 equal to 5% n which the 本臨時合約 , which is fter the date
第一 I <sup>st</sup> P (a) (b)	一選擇物業 Preference Property  為數港幣	5%) 的臨時訂金,須於簽署	图本臨時合equal to 5% (defined in 語時合約(出equal to 5% n which the 本臨時合約, which is fter the date sped.

2.

comp	pleted during office hours on or before the Completion Date (i.e. the day after late on which the Preliminary Agreement (defined in the Conditions of Sale) is signed).
第二	
	Preference Property
(a)	為數港幣元 (即樓價的 5%) 的臨時訂金,須於簽署本臨時合約 (出售條件所界定者) 時支付; preliminary deposit in the sum of HK\$ which is equal to 5%
	preliminary deposit in the sum of HK\$, which is equal to 5% of the Purchase Price shall be paid upon signing of the Preliminary Agreement (defined in the Conditions of Sale);
(b)	為數港幣元(即樓價的 5%)的加付訂金,須於本臨時合約(出售條件所界定者)的簽署日期之後的天內支付;及
	further deposit in the sum of HK\$, which is equal to 5% of the Purchase Price, shall be paid within days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed; and
(c)	為數港幣
簽署 If th comp	標獲賣方接納,物業買賣之成交須於成交日期 (即臨時合約 (出售條件所界定者) 的日期之後的第
	選擇物業 Preference Property
(a)	為數港幣元 (即樓價的 5%) 的臨時訂金,須於簽署本臨時合約 (出售條件所界定者) 時支付; preliminary deposit in the sum of HK\$, which is equal to 5% of the Purchase Price shall be paid upon signing of the Preliminary Agreement (defined in the Conditions of Sale);
(b)	為數港幣元 (即樓價的 5%) 的加付訂金,須於本臨時合約 (出售條件所界定者) 的簽署日期之後的
(c)	為數港幣元 (即樓價的 90%) 的樓價餘款,須於本臨時合約 (出售條件所界定者) 的簽署日期之後的 天內支付。

	balance of the Purchase Price in the sum of HK\$, which is
	equal to 90% of the Purchase Price, shall be paid within days after the date
	on which the Preliminary Agreement (defined in the Conditions of Sale) is signed.
	及標獲賣方接納,物業買賣之成交須於成交日期 (即臨時合約 (出售條件所界定者) 的 署日期之後的第
If to	his Tender is accepted by the Vendor, the sale and purchase of the Property shall be appleted during office hours on or before the Completion Date (i.e. the day after date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed).
方。	投標獲賣方接納,直至按招標公告第 9(b) 段簽署正式買賣合約之前,本標書連同賣 之接受投標通知書將成為就本人 / 我們與賣方之間,按照載於招標公告、本投標表格 出售條件之條款及條件且有約束力之協議。
9(b sha	his Tender is accepted, then until the formal agreement for sale and purchase under paragraph of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance II constitute a binding agreement between me/us and the Vendor on the terms and conditions tained in the Tender Notice, this Form of Tender and the Conditions of Sale.
	人/我們連同本標書一併附上下列文件: 'e enclose the following documents with this Tender :-
(a)	按照招標公告第 3(b)(i) 段的方式提交的抬頭為「 <b>的近律師行</b> 」的銀行本票及支票(如適用),若本人 / 我們的投標獲賣方接納,其將用以支付臨時訂金及部份加付訂金 (如適用); Cashier's Order(s) and cheques(s) (if applicable) payable to " <b>Deacons</b> " submitted in the manner stipulated under paragraph 3(b)(i) of the Tender Notice, which shall be applied towards payment of the preliminary deposit and part of the further deposit (if applicable) if this Tender is accepted by the Vendor;
	(本票號碼 Cashier's Order(s) No(s).:)
	(銀行 Bank:
	(支票號碼 Cheques(s) No(s).:
	(銀行 Bank:
(b)	本人/我們的香港身份證/護照/公司註冊證書及商業登記證書(如有)及我們的董事的香港身份證或護照副本;
	a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate (if any) and HKID Card or Passport of our director(s);
(c)	(如適用)本人/我們委聘的地產代理/營業員(如有)的地產代理/營業員牌照及名片副本;
	(if applicable) copy of the estate agent's/salesperson's licence and name card of the estate agent/salesperson (if any) appointed by me/us;
(d)	經本人/我們填妥及簽署的「對買方的警告」(按照招標公告 <b>附件 C</b> 所列的格式) a Warning to Purchasers (in the form annexed to the Tender Notice as <b>Appendix C</b> ) duly

completed and signed by me/us;

- (e) 經本人/我們填妥及簽署的「與賣方關係的聲明」(按照招標公告**附件 D** 所列的格式);
  - a Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;
- (f) 經本人/我們填妥及簽署的「收集個人資料聲明」(按照招標公告**附件 E** 所列的格式);
  - a Personal Information Collection Statement (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;
- (g) 經本人 / 我們填妥及簽署的「關於中介人的聲明」(按照招標公告**附件 F** 所列的格式);
  - a Declaration in relation to Intermediary (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
- (h) 經本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告**附件 G** 所列的格式); an Acknowledgement Letter regarding Properties Viewing (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us;
- (i) 經本人/我們填妥及簽署的「賣方資料表格」(按照招標公告**附件 H** 所列的格式); a Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us;
- (j) (如標書由獲授權人遞交)授權獲授權人代本人/我們遞交標書之授權書的正本或認證副本(認證副本須由在香港執業之律師作認證); (if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on my/our behalf (for certified copy, the same should be certified by a solicitor practising in Hong Kong);
- 如我們爲公司,(I)我們的董事决議副本(以授權以簽署投標表格及上文提及的其他 (k) 文件的形式簽署該等文件)及(II)最新之周年申報表(表格 NAR1)或法團成立表格 (股份有限公司)(表格 NNC1)副本,或如我們爲根據公司條例第 16 部註册之非香 港公司,最新之註冊非香港公司周年申報表 (表格 NN3)或註冊非香港公司的註冊 申請書(表格 NN1)副本,或如我們為沒有根據公司條例(香港法例第 622 章)第 16 部註冊之非香港公司,由我們的一位董事認證的最新之董事名冊及股東名冊副本。 if we are a company, (I) a copy of our board resolutions authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case that we are a Non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case that we are a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of our company.

# 本人/我們並未在上文第 4(d) 至 (i) 段提及之文件上寫上日期。

The documents mentioned in paragraphs 4(d) to (i) above have not been dated by me/us.

5. 本人/我們同意如果賣方接納本標書,本標書及賣方對其之接納將構成賣方與本人/我

們之間有關物業買賣的有約束力的協議,且本人/我們將受招標公告及出售條件所約束且應:

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice and the Conditions of Sale to:-

- (a) 於上述第 2 段規定的時間支付加付訂金和樓價餘款; pay the further deposit and balance of the Purchase Price at the times stipulated in Paragraph 2 above;
- (b) 按照招標公告第 9(b) 段簽署正式買賣合約;及 sign the formal agreement for sale and purchase in accordance with Paragraph 9(b) of the Tender Notice; and
- (c) 按照出售條件和已簽署的正式買賣合約完成購買物業。 complete the purchase of the Property in accordance with the Conditions of Sale and the formal agreement for sale and purchase as signed.

∃期 Dated:	
」 別 Dateu.	

投標者姓名 Name of Tenderer	:	
投標者簽名 Signature(s) of Tenderer	:	
香港身份證 / 護照/商業登 記證號碼 HKID No./Passport No./B.R. No. of Tenderer	:	
投標者董事之姓名及香港身份證/護照號碼 (如適用) Name and HKID No./ Passport No. of Director(s) of Tenderer (if applicable)	:	
投標者在香港的通訊地址 Correspondence Address in Hong Kong of Tenderer	:	
投標者的電話號碼 Tel. No. of Tenderer	:	
投標者的傳真號碼 Facsimile No. of Tenderer	:	
擁有權種類 Type of Ownership	•	* 唯一擁有人 Sole Owner / 聯權共有人 Joint Tenants / 分權共有人 Tenants in Common (業權平分 in equal shares / 按以下份數 in the following shares:  ) * 請刪除不適用者並在旁加簽 * Delete where inapplicable and initial against deletion
投標者的獲授權人的姓名 (如適用) Name of Attorney of Tenderer (if applicable)	:	
投標者的獲授權人的香港身份證/護照號碼 (如適用) HKID No./Passport No. of Attorney of Tenderer (if applicable)	:	

投標者的獲授權人的聯絡 資料 (如適用) Contact Details of Attorney of Tenderer (if applicable)	:	
投標者所委任的地產代理 (如有) 的姓名 Name of Estate Agent (if any) appointed by Tenderer	:	
投標者所委任的地產代理 (如有) 牌照號碼 (連同其 地產代理牌照副本) Licence No. of Estate Agent (if any) appointed by Tenderer (with copy of Estate Agent's licence attached hereto)	:	
投標者所委任的地產代理 (如有)的聯絡資料 Contact Details of Estate Agent (if any) appointed by Tenderer	:	
代表投標者行事的律師事 務所 (如有) 名稱 Name of solicitors' firm (if any) acting for Tenderer	:	
代表投標者行事的律師事 務所 (如有) 的聯絡資料 Contact details of solicitors' firm (if any) acting for the Tenderer	:	
# 投標者委聘的代理人的 名稱 (如適用): # Name of Agent appointed by Tenderer(s) (if applicable):		
# 投標者委聘的代理人的 地址 (如適用): # Address of Agent appointed by Tenderer(s) (if applicable):		

- # 只適用於投標者如為沒有根據公司條例(香港法例第622章)第16部註册之非香港公司
- # Only applicable if the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)

# 出售條件 CONDITIONS OF SALE

投標表格 (連同隨附之招標公告及出售條件) 以及賣方按招標公告第 9(a) 段發出之接受買方投標之通知書 (「接受投標通知書」) 將成為賣方及買方之間就買賣本物業於發出接受投標通知書之日簽立之有約束力的合約 (下稱「本臨時合約」)。

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 9(a) of the Tender Notice ("the Notice of Acceptance") shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as "this Preliminary Agreement").

賣方出售及買方購買本物業必須根據下述之售價及條款和條件。

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out below) on terms and conditions contained hereunder.

1. 在本臨時合約中—

In this Preliminary Agreement—

- (a) 「實用面積」具有《一手住宅物業銷售條例》(第 621 章)(「該條例」)第 8 條給予該詞的涵義; "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) ("the Ordinance");
- (b) 「工作日」具有該條例第 2(1) 條給予該詞的涵義; "working day" has the meaning given by section 2(1) of the Ordinance;
- (c) 下述第 9 條及附表第一部 (a) 所指的項目的樓面面積,按照該條例第 8(3) 條計算; the floor area of an item under Clause 9 below and Part I (a) of the Schedule is calculated in accordance with section 8(3) of the Ordinance;
- (d) 下述第 9 條及附表第一部 (b) 所指的項目的面積,按照該條例附表 2 第 2 部計算;及 the area of an item under Clause 9 below and Part I (b) of the Schedule is calculated in accordance with Part 2 of Schedule 2 to the Ordinance; and
- (e) 「辦公時間」指由上午 10 時起至同日下午 4 時 30 分為止的期間。 "office hours" means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.
- 2. 買方須支付的臨時訂金,須由賣方律師作為保證金保存人而持有。
  The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.
- 3. 按訂約雙方的意向,本臨時合約將會由一份買賣合約 (「**正式合約**」) 取代,正式合約須—
  It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("**the Agreement**") to be executed—

(a)	由買方於	_(即本臨時合約的簽署日期之後的第五個工作日)或之前簽立;及
	by the Purchaser on or before	(i.e. the fifth working day after the date on which
	this Preliminary Agreement is	signed); and
(b)	由賣方於	_(即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
	by the Vendor on or before	(i.e. the eighth working day after the date on which
	this Preliminary Agreement is	signed).

(註:由賣方填寫。)

(Note: to be filled in by the Vendor.)

- 4. 買賣雙方同意在成交日期或之前於辦公時間內在賣方律師的辦事處完成買賣本物業。
  The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitors during office hours on or before the Completion Date.
- 5 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<u>買方</u>承擔。
  The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
- 6. 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<u>買方</u>承擔。
  The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
- 7. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話),由<u>買方</u>承擔。
  The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
- 8. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed
  - (a) 本臨時合約即告終止; this Preliminary Agreement is terminated;
  - (b) 買方支付的臨時訂金,即被沒收歸於賣方;及 the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) 賣方不得就買方沒有簽立正式合約,而對買方提出進一步申索。 the Vendor does not have any further claim against the Purchaser for the failure.
- 9. 本物業的量度尺寸見附表第一部。
  The measurements of the Property are set out in Part I of the Schedule hereto.
- 10. 本物業買賣所包括的裝置、裝修物料及設備見附表第二部 (包括其任何附錄)。
  The sale and purchase of the Property includes the fittings, finishes and appliances which are set out in Part II of the Schedule hereto (including any Appendix thereto).
- 11. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下,賣方不得限制買方根據法律就業權提出要求或反對的權利。

Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

- 12. 買方已確認收到第 13 條所列出的「對買方的警告」的中英雙語文本,並完全明白其內容。
  The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 13 and fully understands its contents.
- 13. 就第 12 條而言,「對買方的警告」內容如下 For the purposes of Clause 12, the following is the "Warning to Purchasers"
  - (a) 如你繼續進行購買本物業,你便須簽署正式買賣合約,在你簽立正式買賣合約之前,你應聘用律師,以保障你的權益,和確保妥善完成購買本物業。

    Before you execute the formal agreement for sale and purchase which you have to sign if you go on with

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.

(b) 你可聘用你自己的獨立律師,以代表你進行購買本物業,你亦可聘用賣方的律師以同時代表你和賣 方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現建議你聘用你自己的律師,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

- (d) 倘若你聘用賣方的代表律師同時代表你行事,如你與賣方之間出現衝突,該律師未必能保障你的權益,屆時你始終需要聘用你自己的律師,在此情況下,你須支付的律師費總額,可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
  - If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。 You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
- 14. 買賣完成後,買方擁有本物業之空置管有權。
  The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
- 15. 凡本物業或第 10 條所列出的裝置、裝修物料或設備有欠妥之處,而該欠妥之處並非由買方行為或疏忽造成,則賣方在接獲買方在第4條所指的買賣成交日期後的 6 個月內送達的書面通知後,須於合理地切實可行的範圍內,儘快自費作出補救。本條的規定,並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under Clause 4, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Clause 10, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

16. 賣方保留權利修正售價及支付條款及該售價在計算方面之錯誤或遺漏。售價以及付款方式以正式合約為 淮。

The Vendor reserves the right to rectify any errors or omissions in the purchase price and payment terms and the calculation of the purchase price. The amount of the purchase price and the manner of payment shall be as stated in the Agreement.

17. 買方及賣方將各自支付有關準備、審批及完成正式合約及轉讓契之律師費及一切雜費,但印花稅及註冊 費須由買方負責。

Each party shall pay its own solicitor's costs and expenses of and incidental to the preparation, approval and completion of the Agreement and the Assignment but the stamp duties and registration fees shall be borne by the Purchaser.

18. 有關預備大廈公契及管理合約(「**該公契**」)的費用及附於該公契之圖則之費用的適當分攤、本物業交易之業權契據及文件認證副本之費用、夾附於正式合約及轉讓契的所有圖則費、印花稅(包括但不限於根據《印花稅條例》(第 117 章)可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)、註冊費及其他實際支出款項一概須由買方負責,並於成交日或之前支付(本臨時合約及正式合約需付的印花稅除外並須按第 19 條支付)。

The due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("the said Deed") and the plans to be attached to the said Deed, the costs for preparing certified copy of title deeds and documents, the fees for the plans to be annexed to the Agreement and the Assignment, the stamp duties (including without limitation to the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)), registration fees, and other disbursements relating to the sale and purchase of the Property shall all be borne and paid by the Purchaser on or before completion except those stamp duties payable on this Preliminary Agreement and the Agreement which shall be paid in accordance with Clause 19 below.

19. 買方需於本臨時合約的簽署日期之後的五個工作日內携帶其香港身份證或護照或(如買方為公司)商業登記證及本臨時合約的正本到上述賣方律師或買方自己聘用的律師(視情況而定)的辦事處辦理下列手續:(a)簽署一份由賣方律師訂定的標準正式合約,該合約內容買方一概不能更改;(b)根據本臨時合

約第一頁所詳列的售價支付方式,於限期前支付應繳付之款項;及 (c) 支付全部有關本臨時合約及正式合約應付的印花稅。

The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's Solicitors or the solicitors appointed by the Purchaser (as the case may be) bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment by the Purchaser, (b) make further payment in accordance with the manner as stated in page 1 of this Preliminary Agreement and (c) pay all stamp duty(ies) payable under this Preliminary Agreement and the Agreement.

20. 時間在任何方面均為本臨時合約的關鍵元素。

Time is in every respect of the essence of this Preliminary Agreement.

21. 買方如更改通訊地址或電話,須立即以書面通知賣方。

The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence address or telephone number.

22. 就本臨時合約項下須支付的本物業售價的每一筆款項(臨時訂金除外)而言,買方須於該款項需被支付 當日向賣方律師送達抬頭寫上賣方律師並由本港持牌銀行所發出之銀行本票。

In respect of each payment of the purchase price or any part of the purchase price (except the preliminary deposit) required to be made under this Preliminary Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier's order issued by a licensed bank in Hong Kong and in favour of the Vendor's Solicitors.

23. 本物業乃屬《印花稅條例》(第117章)第29A(1)條所註釋之住宅物業。

The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

24. 本臨時合約取代雙方過往所有之商議、申述、認知及協議。

This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

25. 買方可聘用自己選擇的律師處理其購買本物業買賣的相關事宜,有關律師行之資料,買方可致電香港律師會查詢,電話: 2846 0500,或瀏覽其網頁 www.hklawsoc.org.hk。

The Purchaser may instruct its own solicitor to act for it in its purchase of the Property. For details of the solicitors' firms, please contact The Law Society of Hong Kong at telephone number 2846 0500 or visit its website at <a href="https://www.hklawsoc.org.hk">www.hklawsoc.org.hk</a>.

26. 謹此聲明本臨時合約只屬買方個人所有。

It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser.

27. 買方須於正式合約中與賣方作出協議,買方除可將本物業用作按揭或抵押外,買方不得在完成買賣交易及簽署本物業之轉讓契之前以任何方式或協議提名任何人接受本物業之轉讓契、轉售本物業或轉讓本物業的正式合約之利益。

The Purchaser will have to agree with the Vendor in the Agreement to the effect that other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment of the Property.

28. 本物業是以「現狀」出售。買方在購買本物業時完全知悉本物業的實質狀況與本物業内的裝置、裝修物料及設備,並接受本物業及該等裝置、裝修物料及設備的現狀。

The Property is sold on an "as is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

29. 在買賣成交且買方有權取得本物業的管有權前,買方須(a)償還賣方已支付的所有發展項目公用地方或公用部分的水、電及煤氣按金(如有)及(b)繳付予發展項目的管理人或賣方一切根據該公契須付的管理費按金、特別基金、預繳款項及泥頭清理費,但倘若賣方已向發展項目的管理人支付上述之任何管理費按金、特別基金、預繳款項及泥頭清理費,則買方須於本物業買賣完成之日就相關款項向賣方彌償(而非付予發展項目的管理人),不論該等管理費按金、特別基金、預繳款項及泥頭清理費是否可根據該公契轉讓或混環。

Before the Purchaser is entitled to possession of the Property on completion, the Purchaser shall (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development and (b) pay to the manager of the Development or the Vendor all the management fee deposits, special fund, advance payments and debris removal fee payable under the said Deed Provided That if any of the said management fee deposits, special fund, advance payments and debris removal fee has already been paid by the Vendor to the manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Development) upon completion of sale and purchase of the Property, whether or not such management fee deposits, special fund, advance payments and debris removal fee are transferable or refundable under the said Deed.

30. 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,而本臨時合約基於任何原因被終止,賣方可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,有關費用由買方支付。

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 and if this Preliminary Agreement is terminated for whatever reason, the Vendor may 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, at the cost of the Purchaser.

- 31. (a) 本臨時合約可於沒有得到任何非本臨時合約一方同意的情況下撤銷,而《合約(第三者權利)條例》 (第 623 章) 第 6(1) 條將不適用於本臨時合約。
  - This Preliminary Agreement may be rescinded by agreement of the parties hereto without the consent of any person who is not a party to this Preliminary Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement.
  - (b) 儘管上述第 (a) 款,接管人 (按下文定義) 或羅兵咸永道有限公司的任何合夥人、股東、人員、僱員、代理人或代表,或他們的任何專業意見提供者,或附表第四部提及的任何其他人士或法人,均可依藉本條並按照《合約 (第三者權利) 條例》(第 623 章) 強制執行附表第四部的條款。 Notwithstanding paragraph (a) above, any partner, shareholder, officer, employee, agents or representatives of the Receivers (as defined hereinbelow) or PricewaterhouseCoopers Limited or any of their advisers, or any other person or entity mentioned in Part IV of the Schedule hereto may rely on this Clause and enforce
- 32. 如本臨時合約之中英文文本有任何歧義,一切以英文文本為準。
  In the event of any conflict or discrepancy between the Chinese and English versions of this Preliminary

its terms under the Contracts (Rights of Third Parties) Ordinance (Cap.623).

- Agreement, the English version shall prevail.
- 33. 買方確認在買方簽署本臨時合約之前已獲悉附表第三部所提及的事項 (如適用於本物業) 及其所有影響。 The Purchaser acknowledges and confirms that the Purchaser is aware of the matters set out in Part III of the Schedule hereto (if applicable to the Property) and all their implications prior to the Purchaser's signing of this Preliminary Agreement.
- 34. 買方確認買方已了解以下事項:

The Purchaser acknowledges that the Purchaser is aware of the following matters:-

(a) 根據日期為 2022 年 8 月 29 日,由賣方(作為按揭人)與 Serica Agency Limited(作為擔保代理人)(「**按揭權人**」)訂立,並以註冊摘要編號 22090200460018 在土地註冊處登記的按揭(「**按揭**」), 賣方抵押或通過擔保方式轉讓,除其他外,本物業給抵押權人,作為支付和解除所有擔保債務(按按揭中的定義)的持續擔保。

By a Mortgage dated 29 August 2022 and made between the Vendor as mortgagor and Serica Agency Limited as security agent ("the Mortgagee") and registered in the Land Registry by Memorial No.22090200460018 ("the Mortgage"), the Vendor charged or assigned by way of security, inter alia, the Property unto the Mortgagee as continuing security for the payment and discharge of all Secured Obligations

(as defined in the Mortgage).

(b) 按揭下創建的擔保已可立即執行。按揭權人於 2022 年 11 月 10 日委任地址位於香港中環遮打道 10 號太子大廈 22 樓的羅兵咸永道有限公司的 Peter James Greaves 先生及 Yat Kit Jong 先生 (「接管人」) 為聯名及個別接管人及經理人,根據按揭條款接管包括本物業在內的資產。

The security created under the Mortgage has become immediately enforceable. The Mortgagee appointed Messrs Peter James Greaves and Yat Kit Jong of PricewaterhouseCoopers Limited of 22<sup>nd</sup> Floor, Prince's Building, 10 Chater Road, Central, Hong Kong ("**the Receivers**") on 10 November 2022 as joint and several receivers and managers, inter alia, over the Property under and pursuant to the terms of the Mortgage.

買方同意,附表第四部 (僅以英文列出) 中規定的確認、排除和協議應像本條款中完整規定一樣生效,並 在有利於每個接管人和附表第四部分中指定的任何其他個人或實體的情況下生效。

The Purchaser agrees that acknowledgements, exclusions and agreements set out in Part IV of the Schedule hereto (set out in English only) shall take effect as if set out in full in this Clause and shall take effect in favour of each of the Receivers and any other person or entity named in Part IV of the Schedule hereto.

- 35. 如買方就業權或其他事項提出及堅持反對或質詢,而賣方(因困難、延誤、須招致任何費用或任何其他 合理原因)未能或不願予以移除或遵從,或如發生任何狀況致使賣方未能完成本物業的買賣,
  - If the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, or should there be any circumstances rendering the Vendor unable to complete the sale and purchase of the Property,
  - (a) 則儘管之前有過任何談判或訴訟,賣方有權在給予買方或其律師不少於七 (7) 天的書面通知後取消買賣,在這種情況下,除非有關的反對或質詢被撤回,則買賣將在通知期滿時被取消;或 the Vendor shall, notwithstanding any previous negotiation or litigation, be at liberty to cancel the sale and purchase on giving to the Purchaser or his solicitors at least seven (7) days' notice in writing to that effect, in which case unless the objection or requisition shall have been in the meantime withdrawn, the sale shall on the expiry of the notice be cancelled; or
  - (b) 買賣雙方可簽立一份取消協議或協議以其他方式取消買賣及買賣雙方在本臨時合約及正式合約項 下的責任。

the parties may execute a Cancellation Agreement or agree to any other means which has the effect of cancelling the sale and purchase and the obligations of the parties under this Prelininary Agreement and the Agreement.

在上述任何一種情況下,買方均可獲退還已支付的訂金及其他款項,惟不含利息、費用或賠償。雙方須 各自支付其有關取消買賣的法律費用及雜費(包括印花稅)。

In either of the aforesaid events, the Purchaser shall be entitled to a return of the deposit(s) and other sums of money already paid but without interest, costs or compensation. Each party shall bear his/her/its own legal costs and disbursements (including any stamp duty) in connection with cancellation of the sale and purchase.

# WARNING TO PURCHASERS PLEASE READ CAREFULLY

# 對買方的警告 買方請小心閱讀

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

### 附表 SCHEDULE 第一部 PART I

The measurements of the Property are as follows:-

本物業的量度尺寸如下:

# 第一選擇物業

1<sup>st</sup> Preference Property

Flat	D	on	17	Floor	of Tow	er 3
第	3	座	17	樓	D	單位

- (a) the saleable area of the Property is 87.281 square metres/ 939 square feet \*[of which -] 本物業的實用面積為 87.281 平方米/ 939 平方呎 \*[其中-]
  - \*[ 3.750 square metres/ 40 square feet is the floor area of the balcony];
  - \*[ 3.750 平方米/ 40 平方呎為露台的樓面面積];
  - \*[ 1.583 square metres/ 17 square feet is the floor area of the utility platform];
  - \*[ 1.583 平方米/ 17 平方呎為工作平台的樓面面積];
  - \*[ ------ square metres/ ------ square feet is the floor area of the verandah]; and \*[ ------ 平方米/ ------ 平方呎為陽台的樓面面積];
- (b) other measurements are –

其他量度尺寸為一

*[the area of the air conditioning plant room is	<del>square metres/</del>	<del>square feet];</del>
*[空調機房的面積為	平方米/	平方呎] ;
*[the area of the bay window is	<del>square metres/</del>	<del>square feet];</del>
*[窗台的面積為	平方米/	平方呎];
*[the area of the cockloft is	<del>square metres/</del>	<del>square feet];</del>
*[閣樓的面積為	平方米/	平方呎];
*[the area of the flat roof is	<del>square metres/</del>	<del>square feet];</del>
*[平台的面積為	平方米/	平方呎];
*[the area of the garden is	square metres/	<del>square feet];</del>
*[花園的面積為	平方米/	平方呎];
*[the area of the parking space is *[停車位的面積為	square metres/ 平方米/	<del>square feet];</del> 平方呎];
*[the area of the roof is	square metres/	<del>square feet];</del>
*[天台的面積為	平方米/	平方呎];
*[the area of the stairhood is	square metres/	<del>square feet];</del>
*[梯屋的面積為	平方米/	平方呎];
*[the area of the terrace is	square metres/	<del>square feet];</del>
*[前庭的面積為	平方米/	平方呎];
*[the area of the yard is	square metres/	<del>square feet];</del>
*[庭園的面積為	平方米/	平方呎];

# 第二選擇物業 2<sup>nd</sup> Preference Property

Flat	on	Floor of T	ower
第	座	樓	單位

(a)	the saleable area of the Property is 本物業的實用面積為		square metres/ 平方米/	square feet *[of which –] 平方呎 *[其中-]
	*[ *[	square metres/ 平方米/	square feet is the floor area of the 平方呎為露台的樓面面積];	balcony];
	*[ *[	square metres/ 平方米/	square feet is the floor area of the 平方呎為工作平台的樓面面積]	
	*[ *[	square metres/ 平方米/	square feet is the floor area of the 平方呎為陽台的樓面面積];	verandah]; and

# other measurements are – 其他量度尺寸為一 (b)

*[the area of the air-conditioning plant room is *[空調機房的面積為	square metres/ 平方米/	square feet]; 平方呎];
*[the area of the bay window is	square metres/	square feet];
*[窗台的面積為	平方米/	平方呎];
*[the area of the cockloft is	square metres/	square feet];
*[閣樓的面積為	平方米/	平方呎];
*[the area of the flat roof is	square metres/	square feet];
*[平台的面積為	平方米/	平方呎];
*[the area of the garden is	square metres/	square feet];
*[花園的面積為	平方米/	平方呎];
*[the area of the parking space is	square metres/	square feet];
*[停車位的面積為	平方米/	平方呎];
*[the area of the roof is	square metres/	square feet];
*[天台的面積為	平方米/	平方呎];
*[the area of the stairhood is	square metres/	square feet];
*[梯屋的面積為	平方米/	平方呎];
*[the area of the terrace is	square metres/	square feet];
*[前庭的面積為	平方米/	平方呎];
*[the area of the yard is	square metres/	square feet];
*[庭園的面積為	平方米/	平方呎];

#### 第三選擇物業

# 3<sup>rd</sup> Preference Property

<u>Flat</u>	on	Floor of 7	Floor of Tower	
第	座	樓	單位	

(a)	the saleable area of the Property is	square metres/	square feet *[of which –]
, ,	本物業的實用面積為	平方米/	平方呎 *[其中-]

\*[ square metres/ square feet is the floor area of the balcony]; \*[ 平方米/ 平方呎為露台的樓面面積];

\*[ square metres/ square feet is the floor area of the utility platform]; \*[ 平方米/ 平方呎為工作平台的樓面面積];

[ 十刀水/ 十刀火/河工作十口时接面面傾],

f[square metres/square feet is the floor area of the verandah]; andf[平方米/平方呎為陽台的樓面面積];

## (b) other measurements are – 其他量度尺寸為一

*[the area of the air-conditioning plant room is *[空調機房的面積為	square metres/ 平方米/	square feet]; 平方呎];
*[the area of the bay window is	square metres/	square feet];
*[窗台的面積為	平方米/	平方呎];
*[the area of the cockloft is	square metres/	square feet];
*[閣樓的面積為	平方米/	平方呎];
*[the area of the flat roof is	square metres/	square feet];
*[平台的面積為	平方米/	平方呎];
*[the area of the garden is	square metres/	square feet];
*[花園的面積為	平方米/	平方呎];
*[the area of the parking space is	square metres/	square feet];
*[停車位的面積為	平方米/	平方呎];
*[the area of the roof is	square metres/	square feet];
*[天台的面積為	平方米/	平方呎];
*[the area of the stairhood is	square metres/	square feet];
*[梯屋的面積為	平方米/	平方呎];
*[the area of the terrace is	square metres/	square feet];
*[前庭的面積為	平方米/	平方呎];
*[the area of the yard is	square metres/	square feet];
*[庭園的面積為	平方米/	平方呎];

# 附表 SCHEDULE 第二部 PART II

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

<b>市</b> 城立工 <del>计</del> 程	1 -	<b>夕</b> /红庭卫压后。
内牆及天花板   Internal wall and ceiling	-	客/飯廳及睡房:   牆身及天花批盪後髹上乳膠漆。假陣及假天花位置髹上乳膠漆之石膏板。
internal wan and cennig		Ind 对 人 个 Civing/dining room and bedroom:
		Wall and ceiling finished with plaster and emulsion paint. Gypsum board bulkhead
		and false ceiling finished with emulsion paint.
++++++=	+-	
内部地板 Internal Flooring	:	客廳,飯廳及睡房:
internal Flooring		(a) 複合木地板 (b) 沿路通往露台門戶,沿通往工作平台門戶及沿通往平台門戶之地台圍邊部分鋪砌
		(6) / 16   16   16   17   17   17   17   17
		第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:
		地台批盪,不提供牆腳線。
		Living Room, Dining Room and Bedroom(s):
		(a) Engineered timber flooring;
		(b) Natural stone border along edge of floor adjoining door to balcony, door to
		utility platform and door to flat roof (if applicable) For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1:
		Floor finished with cement sand screed and no skirting provided.
		These mileties with comon cand coroses and no skinting provides.
門	:	入口及住宅單位私人升降機大堂大門:
Doors		實心木門及木門框配以木皮飾面及不銹鋼飾面,裝設封口線、門鎖、氣鼓及防盜
		眼。
		第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:實心木門裝
		設氣鼓。
		Main entrance and Private lift lobby of residential flats door: Solid core timber door and timber door frame with wood veneer and stainless steel
		finishes; fitted with architraves, lockset, door closer and eye viewer.
		For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1:
		solid core timber door with door closer.
		海拉利   地方及八田地方間:
		連接私人地方及公用地方門:   實心木門及木門框配以木皮飾面及不銹鋼飾面,裝設封口線、門鎖、氣鼓及防盜
		其心小门及小门性癿以个及即由及个奶妈即由,表成均口然,门境,积效及例益。  眼。
		第1座27樓、28樓及29樓A單位(三層頂層單位) 及第1座27樓B單位:實心木門
		及木門框配以木皮飾面,裝設門鎖及氣鼓。
		Doorway from private area to Common Area:
		Solid core timber door and timber door frame with wood veneer and stainless steel
		finishes, fitted with architraves, lockset, door closer and eye viewer.
		For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1: solid core timber door and timber door frame with wood veneer; fitted with lockset
		and door closer.
		連接私人地方及單位內之公用地方門:
		以下單位為實心木門及木門框配以木皮飾面, 裝設封口線及門鎖:
		第1座26樓A單位;
		第1座27樓B單位;   第1座29樓C單位(複式);
		第1座29樓B單位(複式);
		第2座29樓C單位(複式);
		第5座21樓C單位(複式);
		第7座21樓C單位(複式);
		第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:實心木門。
		Doorway from private area to common area inside Flat:
		For the following Flats, solid core timber door and timber door frame with wood
		veneer, fitted with architraves and lockset:
		Flat A at 26/F of Tower 1; Flat B at 27/F of Tower 1;
		Flat C at 28/F & 29/F of Tower 1 (Duplex);

Flat B at 28/F & 29/F of Tower 2 (Duplex);

Flat C at 28/F & 29/F of Tower 2 (Duplex);

Flat C at 20/F & 21/F of Tower 5 (Duplex);

Flat C at 20/F & 21/F of Tower 7 (Duplex)

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1: solid core timber door.

#### 廚房門:

防火實心木門及木門框配以木皮飾面,裝設氣鼓。

第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:實心木門裝設氣鼓。

#### Kitchen door:

Fire rated solid core timber door and timber door frame with wood veneer; fitted with door closer.

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1: solid core timber door with door closer.

#### 睡房及儲物房的門:

實心木門及木門框配以木皮飾面,裝設封口線及門鎖。

第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:實心木門裝設氣鼓。

第1座地下及1樓之C單位(複式)及第2座地下及1樓之C單位(複式)儲物房門: 鋁框玻璃門。

#### Bedroom and Store door:

Solid core timber door and timber door frame with wood veneer, fitted with architraves and lockset.

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1: solid core timber door with door closer.

For Flat C at G/F & 1/F of Tower 1 (Duplex) and Flat C at G/F & 1/F of Tower 2 (Duplex) store door: glass door with aluminium frame.

#### 衣帽間門:

實心木門及木門框配以木皮飾面,裝設門鎖。

第1座27樓、28樓及29樓A單位(三層頂層單位):實心木門裝設氣鼓。

#### Closet door

Solid core timber door and timber door frame with wood veneer, fitted with lockset. For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex): solid core timber door with door closer.

#### 主人浴室門:

實心木門及木門框配以木皮飾面,裝設封口線及門鎖。實心木門及木門框配以木皮飾面及木百葉並裝設封口線及門鎖。

第1座27樓、28樓及29樓A單位(三層頂層單位):實心木門。

以下單位為實心木門及木門框配以木皮飾面及木百葉並裝設封口線及門鎖:

第2座27樓及28樓A單位(複式);

第2座27樓B單位;

第3座26樓A單位;

第3座27樓A單位;

第5座2樓至3樓、5樓至12樓、15樓至19樓C單位;

第5座19樓及20樓A單位(複式);

第5座19樓C單位;

第6座2樓至3樓、5樓至12樓、15樓至18樓A單位;

第6座19樓及20樓A單位(複式);

第6座19樓B單位;

第6座20樓及21樓B單位(複式);

第6座21樓C單位;

第7座19樓B單位;

第7座20樓及21樓B單位(複式);

第7座20樓及21樓C單位(複式)

#### Master bathroom door:

Solid core timber door and timber door frame with wood veneer finishes; fitted with architraves and lockset. Solid core timber door and timber door frame with wood veneer and wood louver; fitted with architraves and lockset.

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For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex): solid core timber door.
For the following flats, solid core timber door and timber door frame with wood
veneer and wood louver; fitted with architraves and lockset:
Flat A at 27/F & 28/F of Tower 2 (Duplex);
Flat B at 27/F of Tower 2;
Flat A at 26/F of Tower 3;
Flat A at 27/F of Tower 3;
Flat C at 2/F-3/F, 5/F-12/F, 15/F-19/F of Tower 5;
Flat A at 19/F & 20/F of Tower 5 (Duplex);
Flat C at 19/F of Tower 5:
Flat A at 2/F-3/F, 5/F-12/F, 15/F-18/F of Tower 6;
Flat A at 19/F & 20/F of Tower 6 (Duplex);
Flat B at 19/F of Tower 6;
Flat B at 20/F & 21/F of Tower 6 (Duplex);
Flat C at 21/F of Tower 6;
Flat B at 19/F of Tower 7;
Flat B at 20/F & 21/F of Tower 7 (Duplex);
Flat C at 20/F & 21/F of Tower 7 (Duplex)
浴室及客廳洗手間門:
實心木門及木門框配以木皮飾面,裝設封口線及門鎖,以下單位除外:
以下單位為實心木門及木門框配以木皮飾面及木百葉並裝設封口線及門鎖:
第1座地下及1樓A單位之客廳洗手間(複式);
第1座地下及1樓C單位之浴室2(複式);
第1座地下及1樓C單位之浴室4(複式)(浴室4與睡房4之間的門);
第1座2樓至3樓、5樓至12樓、15樓至23樓及25樓B單位之浴室3;
第1座2樓至3樓、5樓至12樓、15樓至23樓及25樓C單位之浴室2;
第1座26樓A單位之客廳洗手間;
第1座26樓A單位之浴室2;
第1座26樓A單位之浴室4;
第1座26樓C單位之浴室2;
第1座27樓C單位之浴室2;
第1座28樓及29樓C單位之浴室3及4(複式);
第2座地下及1樓C單位之浴室2(複式);
第2座地下及1樓C單位之浴室4(複式)(浴室4與睡房4之間的門);
第2座2樓至3樓、5樓至12樓、15樓至23樓 、 25樓及26樓B單位之浴室2;
第2座2樓至3樓、5樓至12樓、15樓至23樓 、25樓及26樓C單位之浴室2;
第2座27樓B單位之浴室2;
第2座27樓C單位之浴室2;
第2座28樓及29樓B單位之客廳洗手間(複式);
第2座28樓及29樓B單位之浴室2及4(複式);
第2座28樓及29樓C單位之浴室3及4(複式);
第3座2樓至3樓、5樓至12樓、15樓至23樓及25樓A單位之浴室3;
第3座2樓至3樓、5樓至12樓、15樓至23樓及25樓B單位之浴室2;
第3座26樓及27樓A單位之浴室3、4及客廳洗手間;
第3座28樓及29樓A單位之浴室2、3、4、5及客廳洗手間(複式);
第3座29樓C單位之浴室2;
第5座2樓至3樓、5樓至12樓、15樓至19樓 B單位之浴室2;
第5座2樓至3樓、5樓至12樓、15樓至19樓 D單位之浴室2;
第5座19樓及20樓A單位之浴室3(複式);
第5座19樓B單位之浴室2;
第5座19樓D單位之浴室2;
第5座20樓及21樓B單位之浴室3(複式);
第5座20樓及21樓C單位之浴室3(複式);
第5座20樓及21樓D單位之浴室2、3及客廳洗手間(複式);
第6座2樓至3樓、5樓至12樓、15樓至18樓A單位之浴室2;
第6座2樓至3樓、5樓至12樓、15樓至19樓B單位之浴室2;
第6座2樓至3樓、5樓至12樓、15樓至20樓C單位之浴室2(浴室門及浴室2與睡房
2之間的門);
第6座2樓至3樓、5樓至12樓、15樓至20樓D單位之浴室2(浴室2與睡房2之間的
門);
第6座19樓及20樓A單位之浴室3及4(複式);
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第6座19樓B單位之浴室2;
第6座20樓及21樓B單位之浴室3及5(複式);
第6座20樓D單位之浴室2;
第6座21樓C單位之浴室2及3;
第7座2樓至3樓、5樓至12樓、15樓至18樓A單位之浴室3;
第7座19樓及20樓A單位之浴室2、4及客廳洗手間(複式);
第7座19樓B單位之浴室3;
第7座20樓及21樓B單位之浴室2及4(複式);
第7座20樓及21樓B單位之浴室5(複式)(浴室5與客/飯廳之間的門);
第7座20樓及21樓C單位之浴室3(複式);
第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位,實心木門,
以下浴室除外:
以下浴室為實心木門配以木百葉:
第1座27樓、28樓及29樓A單位之浴室6及7(三層頂層單位);
第1座27樓B單位之浴室1
Bathroom and powder room door:
Solid core timber door and timber door frame with wood veneer; fitted with
architraves and lockset, except the following flats:
For the following flats, solid core timber door and timber door frame with wood
veneer and wood louver; fitted with architraves and lockset:
Bathroom 2 of Flat C at G/F & 1/F of Tower 1 (Duplex);
Bathroom 4 of Flat C at G/F & 1/F of Tower 1 (Duplex) (For the door between
Bathroom 4 and Bedroom 4);
Bathroom 3 of Flat B at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 1;
Bathroom 2 of Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 1;
Powder room of Flat A at 26/F of Tower 1;
Bathroom 2 of Flat A at 26/F of Tower 1;
Bathroom 4 of Flat A at 26/F of Tower 1:
Bathroom 2 of Flat C at 26/F of Tower 1:
Bathroom 2 of Flat C at 27/F of Tower 1;
Bathroom 3 & 4 of Flat C at 28/F & 29/F of Tower 1 (Duplex);
Bathroom 2 of Flat C at G/F & 1/F of Tower 2 (Duplex);
Bathroom 4 of Flat C at G/F & 1/F of Tower 2 (Duplex) (For the door between
Bathroom 4 and Bedroom 4);
Bathroom 2 of Flat B at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F of Tower 2;
Bathroom 2 of Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F of Tower 2;
Bathroom 2 of Flat B at 27/F of Tower 2;
Bathroom 2 of Flat C at 27/F of Tower 2;
Powder room of Flat B at 28/F & 29/F of Tower 2 (Duplex);
Bathroom 2 & 4 of Flat B at 28/F & 29/F of Tower 2 (Duplex);
Bathroom 3 & 4 of Flat C at 28/F & 29/F of Tower 2 (Duplex);
Bathroom 3 of Flat A at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 3;
Bathroom 2 of Flat B at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 3;
Bathroom 3, 4 & Powder Room of Flat A at 26/F & 27/F of Tower 3;
Bathroom 2, 3, 4, 5 & Powder Room of Flat A at 28/F & 29/F of Tower 3 (Duplex);
Bathroom 2 of Flat C at 29/F of Tower 3:
Bathroom 2 of Flat B at 2/F-3/F. 5/F-12/F. 15/F-19/F of Tower 5:
Bathroom 2 of Flat D at 2/F-3/F. 5/F-12/F. 15/F-19/F of Tower 5:
Bathroom 3 of Flat A at 19/F & 20/F of Tower 5 (Duplex);
Bathroom 2 of Flat B at 19/F of Tower 5;
Bathroom 2 of Flat D at 19/F of Tower 5;
Bathroom 3 of Flat B at 20/F & 21/F of Tower 5 (Duplex);
Bathroom 3 of Flat C at 20/F & 21/F of Tower 5 (Duplex);
Bathroom 2, 3 & Powder Room of Flat D at 20/F & 21/F of Tower 5 (Duplex);
Bathroom 2 of Flat A at 2/F-3/F, 5/F-12/F, 15/F-18/F of Tower 6; Bathroom 2 of Flat B at 2/F-3/F, 5/F-12/F, 15/F-19/F of Tower 6;
Bathroom 2 of Flat C at 2/F-3/F, 5/F-12/F, 15/F-20/F of Tower 6 (For Bathroom
door and the door between Bathroom 2 and Bedroom 2);
Bathroom 2 of Flat D at 2/F-3/F, 5/F-12/F, 15/F-20/F of Tower 6 (For the door
between Bathroom 2 and Bedroom 2);
Bathroom 3 & 4 of Flat A at 19/F & 20/F of Tower 6 (Duplex);
Bathroom 2 of Flat B at 19/F of Tower 6;
Bathroom 3 & 5 of Flat B at 20/F & 21/F of Tower 6 (Duplex);
Bathroom 2 of Flat D at 20/F of Tower 6;
Bathroom 2 & 3 of Flat C at 21/F of Tower 6;
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Bathroom 3 of Flat A at 2/F-3/F, 5/F-12/F, 15/F-18/F of Tower 7;

Bathroom 2, 4 & Powder Room of Flat A at 19/F & 20/F of Tower 7 (Duplex);

Bathroom 3 of Flat B at 19/F of Tower 7;

Bathroom 2 & 4 of Flat B at 20/F & 21/F of Tower 7 (Duplex);

Bathroom 5 of Flat B at 20/F & 21/F of Tower 7 (Duplex) (For the door between

Bathroom 5 and living/dining room);

Bathroom 3 of Flat C at 20/F & 21/F of Tower 7 (Duplex)

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1, solid core timber door, except the following bathrooms:

For following bathrooms, solid core timber door with wood louver:

Bathroom 6 & 7 of Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex);

Bathroom 1 of Flat B at 27/F of Tower 1

#### 工作間門:

所有單位(第5座20樓及21樓B單位(複式)除外):

實心木門及木門框配以木皮飾面,裝設封口線及門鎖。

第5座20樓及21樓B單位(複式),實心木門及木門框配以木皮飾面及木百葉並裝設封口線及門鎖。

#### Utility Room Door:

For all flats (Except Flat B at 20/F & 21/F of Tower 5 (Duplex )):

Solid core timber door and timber door frame with wood veneer finishes, fitted with architraves and lockset.

For Flat B at 20/F & 21/F of Tower 5 (Duplex), solid core timber door and timber door frame with wood veneer finishes and wood louver; fitted with architraves and lockset.

#### 露台/工作平台/天台/平台門:

玻璃門配以氟化碳塗層鋁質框。

Balcony/Utility Platform/Roof/Flat Roof Door:

Glass door with fluorocarbon coated aluminium frame.

#### 客/飯廳/廚房出私人花園的門:

玻璃門配以氟化碳塗層鋁質框。

Door from Living/Dining Room/Kitchen to Private Garden:

Glass door with fluorocarbon coated aluminium frame.

#### 過濾機房門:

實心木門及木門框配以木皮飾面,裝設門鎖。

Filtration Plant Room Door:

Solid core timber door and timber door frame with wood veneer finishes with lockset.

#### 洗手間門:

鋁框玻璃門。

Lavatory Door:

Glass door with aluminium frame.

## 私人花園出公用地方的門:

鋁門配以門鎖。

Door from Private Garden to Common Area:

Aluminium door with lockset.

#### 客飯廳廚房出私人花園和樓梯去游泳池畔的門:

玻璃門配以氟化碳塗層鋁質框。

Door from Living/Dining Room/Kitchen to Private Garden and Stair to Pool Deck: Glass door with fluorocarbon coated aluminium frame.

#### 浴室 Bathroom

: | 牆壁及地板外露位置 - 天然石材, 天花板 - 假天花, 提供潔具。

第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:

地台批盪。牆身及天花批盪後髹上乳膠漆,而牆身裝修物料鋪至天花。

Walls and Floor where exposed - Natural stone, Ceiling - False Ceiling, Sanitary

Fitments are provided.

For Elat A at 27/E 28/E 8 20/E of Towor 1 (Tripley) and Elat B at 27/E of Towor 1:

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex) and Flat B at 27/F of Tower 1: Floor finished with cement sand screed. Wall and ceiling finished with plaster and emulsion paint and wall finishes up to ceiling.

#### 廚房 **Kitchen**

牆壁及地板外露位置 - 天然石材, 天花板 - 假天花, 灶台 - 天然石材。

第1座27樓、28樓及29樓A單位(三層頂層單位)及第1座27樓B單位:

地台批盪。牆身及天花批盪後髹上乳膠漆,而牆身裝修物料鋪至天花。不提供灶

Walls and Floor where exposed - Natural stone, Ceiling - False Ceiling, Cooking bench - Natural stone.

For Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex ) and Flat B at 27/F of Tower 1: Floor finished with cement sand screed. Wall and ceiling finished with plaster and emulsion paint and wall finishes up to ceiling. No cooking bench provided.

#### 其他設備:

#### Other Provisions:

所有組別1單位,以下單位除外:

第1座2樓至3樓, 5樓至12樓、15樓至23樓及25樓至27樓之C單位,

第1座27樓之B單位,

第2座2樓至3樓, 5樓至12樓、15樓至23樓及25樓至27樓之C單位,

第3座2樓至3樓,5樓至12樓、15樓至23樓及25樓至28樓之C及D單位,

第5座2樓至3樓,5樓至12樓、15樓至19樓之C及D單位,

第6座2樓至3樓,5樓至12樓、15樓至20樓之C及D單位,

第7座2樓至3樓,5樓至12樓、15樓至19樓之C單位,

煤氣/電磁爐煮食爐; 抽油煙機; 微波焗爐/蒸爐; 雪櫃; 酒櫃; 咖啡機; 洗碗碟機; 2 合 1 洗衣乾衣機; 熱水爐; 客廳、飯 廳、主人睡房及睡房裝設冷氣機

#### All Group 1 Flats, except:

Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F of Tower 1,

Flat B at 27/F of Tower 1;

Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F of Tower 2,

Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-28/F of Tower 3,

Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-19/F of Tower 5, Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-20/F at Tower 6,

Flat C at 2/F-3/F, 5/F-12/F, 15/F-19/F at Tower 7

Gas/ Induction Hob, Cooker Hood, Ovens, Refrigerator, Wine Cellar, Coffee Machine, Dishwasher, 2 in 1 Washer & Dryer, Water Heater; Air-conditioners for Living Room, Dining Room, Master Bedroom and Bedrooms

#### 以下單位:

第1座2樓至3樓, 5樓至12樓、15樓至23樓及25樓至27樓之C單位,

第2座2樓至3樓,5樓至12樓、15樓至23樓及25樓至27樓之C單位,

煤氣/電磁爐煮食爐; 抽油煙機; 微波焗爐/蒸爐; 雪櫃; 酒櫃; 洗碗碟機; 2 合 1 洗衣乾衣機; 熱水爐; 客廳、飯廳、主人睡 房及睡房裝設冷氣機

#### For the following flats:

Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F of Tower 1,

Flat C at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F of Tower 2,

Gas/ Induction Hob, Cooker Hood, Ovens, Refrigerator, 2 in 1 Washer & Dryer, Wine Cellar, Dishwasher, Water Heater; Air-conditioners for Living Room, Dining Room, Master Bedroom and Bedrooms

#### 以下單位:

第3座2樓至3樓,5樓至12樓、15樓至23樓及25樓至28樓之C及D單位,

第5座2樓至3樓,5樓至12樓、15樓至19樓之C及D單位,

第6座2樓至3樓, 5樓至12樓、15樓至20樓之C及D單位,

第7座2樓至3樓, 5樓至12樓、15樓至19樓之C單位,

煤氣/電磁爐煮食爐;抽油煙機; 微波焗爐/蒸爐; 雪櫃; 酒櫃; 2 合 1 洗衣乾衣機; 熱水爐; 客廳、飯廳、主人睡房及睡房 裝設冷氣機

#### For the following flats:

Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-28/F of Tower 3,

Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-19/F of Tower 5,

Flat C & D at 2/F-3/F, 5/F-12/F, 15/F-20/F at Tower 6.

Flat C at 2/F-3/F, 5/F-12/F, 15/F-19/F at Tower 7,

Gas/ Induction Hob, Cooker Hood, Ovens, Refrigerator, Wine Cellar, 2 in 1 Washer & Dryer, Water Heater; Airconditioners for Living Room, Dining Room, Master Bedroom and Bedrooms

以下單位:

第1座27樓之B單位

熱水爐; 客廳、飯廳、睡房裝設冷氣機

For the following flat:

Flat B at 27/F of Tower 1:

Water Heater; Air-conditioners for Living Room, Dining Room, Bedrooms

所有組別2單位,以下單位除外:

第 1 座 27 樓、28 樓及 29 樓之 A 單位 (三層頂層單位),

第3座29樓之C單位,

第5座20樓及21樓之C及D單位(複式),

第6座21樓之C單位及第七座20樓及21樓之C單位(複式),;

煤氣/電磁爐煮食爐;抽油煙機;微波燒烤爐/焗爐/蒸爐;暖櫃;雪櫃;洗衣機及乾衣機或2合1洗衣乾衣機;酒櫃;咖啡機;洗碗碟機;熱水爐;客廳、飯廳、主人睡房及睡房裝設冷氣機

All Group 2 Flats, except:

Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex);

Flat C at 29/F of Tower 3;

Flat C & D at 20/F & 21/F of Tower 5 (Duplex);

Flat C at 21/F of Tower 6 and Flat C at 20/F &21/F of Tower 7 (Duplex),

Gas/ Induction Hob, Cooker Hood, Ovens, Warming Drawer, Refrigerator, Washer & Dryer or 2 in 1 Washer & Dryer, Wine Cellar, Coffee Machine, Dishwasher, Water Heater, Air-conditioners for Living Room, Dining Room, Master Bedrooms

#### 以下單位:

第3座29樓之C單位,

第5座20樓及21樓之C及D單位 (複式),

第6座21樓之C單位及第七座20樓及21樓之C單位 (複式);

煤氣/電磁爐煮食爐;抽油煙機;微波燒烤爐/焗爐/蒸爐;雪櫃;洗衣機及乾衣機或2合1洗衣乾衣機;酒櫃;咖啡機;洗碗碟機;熱水爐;客廳、飯廳、主人睡房及睡房裝設冷氣機

For the following flats:

Flat C at 29/F of Tower 3;

Flat C & D at 20/F & 21/F of Tower 5 (Duplex);

Flat C at 21/F of Tower 6 and Flat C at 20/F &21/F of Tower 7 (Duplex)

Gas/ Induction Hob, Cooker Hood, Ovens, Refrigerator, Washer & Dryer or 2 in 1 Washer & Dryer, Wine Cellar, Coffee Machine, Dishwasher, Water Heater, Air-conditioners for Living Room, Dining Room, Master Bedroom and Bedrooms

#### 以下單位:

第1座27樓、28樓及29樓之A單位(三層頂層單位),

熱水爐; 客廳、飯廳、主人睡房及睡房裝設冷氣機

For the following flats:

Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex)

Water Heater, Air-conditioner for Living Room, Dining Room, Master Bedroom and Bedrooms

#### 備註:

# Note:

組別1單位

組別1單位為下列單位:

Group 1 Flats

Group 1 Flats are listed below:

#### <u>第 1 座</u>

第 1 座 2 樓至 3 樓、 5 樓至 12 樓、15 樓至 23 樓及 25 樓之 A、 B 及 C 單位

第1座26樓之C單位

第1座27樓之B單位

第1座27樓之C單位

#### Tower 1

Flat A, B & C at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 1

Flat C at 26/F of Tower 1

Flat B at 27/F of Tower 1

Flat C at 27/F of Tower 1

#### 第2座

第 2 座 2 樓至 3 樓、 5 樓至 12 樓、 15 樓至 23 樓及 25 樓至 26 樓之 A、 B 及 C 單位

第2座27樓之B及C單位

#### Tower 2

Flat A, B & C at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F-26/F of Tower 2 Flat B & C at 27/F of Tower 2

#### 第3座

第 3 座 2 樓至 3 樓、 5 樓至 12 樓、15 樓至 23 樓及 25 樓之 A、 B、C 及 D 單位

第3座26樓及27樓之C及D單位

第3座28樓之C及D單位

#### Tower 3

Flat A, B, C & D at 2/F-3/F, 5/F-12/F, 15/F-23/F & 25/F of Tower 3

Flat C & D at 26/F & 27/F of Tower 3

Flat C & D at 28/F of Tower 3

#### 第5座

第 5 座 2 樓至 3 樓、 5 樓至 12 樓及 15 樓至 18 樓之 A、 B、C 及 D 單位

第5座19樓之B、C及D單位

#### Tower 5

Flat A, B, C & D at 2/F-3/F, 5/F-12/F & 15/F-18/F of Tower 5

Flat B, C & D at 19/F of Tower 5

#### 第6座

第6座2樓至3樓、5樓至12樓及15樓至18樓之A、B、C及D單位

第 6 座 19 樓之 B、C 及 D 單位

第6座20樓之C及D單位

#### Tower 6

Flat A, B, C & D at 2/F-3/F, 5/F-12/F & 15/F-18/F of Tower 6

Flat B, C & D at 19/F of Tower 6

Flat C & D at 20/F of Tower 6

#### 第7座

第7座2樓至3樓、5樓至12樓及15樓至18樓之A、B及C單位

第7座19樓之B及C單位

#### Tower 7

Flat A, B & C at 2/F-3/F, 5/F-12/F & 15/F-18/F of Tower 7

Flat B & C at 19/F of Tower 7

#### 組別2單位

組別2單位為下列單位:

#### Group 2 Flats

Group 2 Flats are listed below:

#### 第1座

第1座地下及1樓之A及C單位(複式)

第1座26樓之A單位

第 1 座 28 樓及 29 樓之 C 單位 (複式)

第 1 座 27 樓、28 樓及 29 樓 之 A 單位(三層頂層單位)

#### Tower 1

Flat A & C at G/F & 1/F of Tower 1 (Duplex)

Flat A at 26/F of Tower 1

Flat C at 28/F & 29/F of Tower 1 (Duplex)

Flat A at 27/F, 28/F & 29/F of Tower 1 (Triplex)

#### 第2座

第2座地下及1樓之C單位(複式)

第2座27樓及28樓之A單位(複式)

第2座28樓及29樓之B及C單位(複式)

#### Tower 2

Flat C at G/F & 1/F of Tower 2 (Duplex)

Flat A at 27/F & 28/F of Tower 2 (Duplex)

Flat B & C at 28/F & 29/F of Tower 2 (Duplex)

#### 第3座

第3座26樓之A單位

第3座27樓之A單位

第3座28樓及29樓之A單位(複式)

第3座29樓之C單位

#### Tower 3

Flat A at 26/F of Tower 3

Flat A at 27/F of Tower 3

Flat A at 28/F & 29/F of Tower 3 (Duplex)

Flat C at 29/F of Tower 3

#### 第5座

第5座19樓及20樓之A單位(複式)

第5座20樓及21樓之B、C及D單位(複式)

#### Tower 5

Flat A at 19/F & 20/F of Tower 5 (Duplex)

Flat B, C & D at 20/F & 21/F of Tower 5 (Duplex)

#### 第6座

第6座19樓及20樓之A單位(複式)

第6座20樓及21樓之B單位(複式)

第6座21樓之C單位

#### Tower 6

Flat A at 19/F & 20/F of Tower 6 (Duplex)

Flat B at 20/F & 21/F of Tower 6 (Duplex)

Flat C at 21/F of Tower 6

#### <u>第7座</u>

第7座19樓及20樓之A單位(複式)

第7座20樓及21樓之B及C單位(複式)

#### Tower 7

Flat A at 19/F & 20/F of Tower 7 (Duplex)

Flat B & C at 20/F & 21/F of Tower 7 (Duplex)

# 附表 SCHEDULE 第三部 PART III

# 

(本確認只適用於發展項目中連平台、天台或花園的住宅單位) (This acknowledgment is only applicable to those residential units with flat roof, roof or garden in the Development)

1. 發展項目住宅大樓之吊船系統可能會在屬於本物業一部分之平台、天台、花園或梯屋 (及梯屋頂) 上空操作。

Gondola systems of the residential towers in the Development may operate in the airspace above the flat roof, roof, garden or stairhood (and the top of stairhood) forming part of the Property.

2. 本確認並不影響臨時合約及其後之正式買賣合約。

This acknowledgement shall not prejudice the Preliminary Agreement nor its subsequent formal agreement for sale and purchase.

## 附表 SCHEDULE 第四部 PART IV

#### **Exclusions of Liabilities**

- 1. The Receivers act only as agent for the Vendor and receivers and managers of the Property in exercise of their express power of sale under the Mortgage and will not incur any personal liability of any kind under or by virtue of this Preliminary Agreement, whether on their own part or in respect of any failure on the part of the Vendor to observe, perform or comply with any of its or their obligations, under, or by virtue of, this Preliminary Agreement, nor in relation to any related documents, matters or claims whatsoever, whether in contract, tort or restitution or by reference to any other remedy or right, in any jurisdiction or forum, nor from acting in the capacity of agent of the Vendor. Whether or not acting as agent of the Vendor, the Receivers shall incur no personal liability as a result of acting in the name of and/or on behalf of and/or as agents of the Vendor, nor shall any claim arise other than against the Vendor.
- 2. Without prejudice to paragraph 1, the Receivers shall not be liable on any agreement, deed or document executed with a view to, or for the purpose of, giving effect to this Preliminary Agreement whether or not that agreement, deed or document so provides in its terms and the Receivers shall be entitled at any time to have any such agreement, deed or document amended so as to exclude personal liability in the terms of paragraph (1).
- 3. The Property is sold in its present state. The Receivers shall not be liable for any loss, damage, expense or injury of any kind, consequential or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in the Property.
- 4. The Receivers shall give no representations, warranties or covenants in the Assignment pursuant to this Preliminary Agreement and the Agreement. All representations, warranties, covenants and conditions, express or implied, and whether statutory or otherwise, in relation to the Property, this Preliminary Agreement, the Agreement and the Assignment on the part of the Receivers are hereby expressly excluded.
- 5. The Purchaser acknowledges and agrees that :-
  - (a) it has satisfied itself as to the nature of the Vendor's interest in the Property;
  - (b) it is not relying on any representation, conduct, statement or silence on the part of the Vendor or the Receivers or their respective employees, solicitors, advisers, valuers, agents, partners or representatives in relation to any matter or circumstance and whether or not arising out of or under the provisions of paragraph (a) above;
  - (c) the Receivers act only as agent of the Vendor and have not given or entered into any collateral understandings, representations, warranties or agreements as principal; and
  - (d) no reliance has been placed on the skill or judgement of the Vendor or the Receivers.
- 6. Nothing in this Preliminary Agreement shall:-
  - (a) require the Vendor or the Receivers to discharge in whole or in part any liability of the Vendor outstanding at the time of the Receivers' appointment or which would not otherwise be payable as a receivership expense;
  - (b) operate to restrict or affect in any way any right of the Receivers to cease to act as Receivers of the Vendor; or
  - (c) constitute a waiver of any right of the Receivers to be indemnified or to any relief or remedy available to them.
- 7. The Receivers and all partners and staff of PricewaterhouseCoopers Limited and their advisers shall not incur any personal liability of any kind under, or by virtue of, this Preliminary Agreement, or in relation to any related matter or claim, whether in contract, tort or restitution or by reference to any other remedy or right, in any jurisdiction or forum.
- 8. The Purchaser shall have no right to bring any claim, action or proceedings whatsoever against the Receivers in the event that the Property is subject to any encumbrance.

- 9. Any claim of the Purchaser (or of any person claiming through the Purchaser) against the Vendor shall not give rise to any right of the Purchaser (or any such person claiming through the Purchaser) to payment as a receivership expense and any such right that might otherwise have arisen is hereby expressly waived and any such claim shall not take effect otherwise than as a claim by way of pro rata distribution among unsecured creditors of equal rank.
- 10. Neither the Vendor nor the Receivers shall incur any liability to the Purchaser because of any acts or omission by an officer or employee of the Vendor or any of its holding companies whose advice or services are made available to the Purchaser either formally or informally.
- 11. The provisions of this Part IV of the Schedule shall continue notwithstanding the Receivers ceasing to act and shall operate as waivers by the Purchaser of any claims in tort and restitution as well as under the law of agreement for all purposes in all jurisdictions.
- 12. The provisions and exclusions contained in this Part IV of the Schedule shall be in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Vendor or the Receivers and shall continue after completion of the sale and purchase in accordance with this Preliminary Agreement and the Agreement ("Completion").
- 13. Any claim against the Receivers or any of them or their firms or their partners, employees, agents, advisers or representatives shall, in any event and in addition to the exclusions in this Part IV of the Schedule, be irrevocably waived unless made in writing by notice to the Receivers not later than three months after Completion, the first day of the three months period to be the day after Completion, time being of the essence in respect of that three months period.
- 14. None of the Receivers or their respective representatives shall be responsible for or pay the costs and expenses of any person arising out of or in connection with the submission of the tender, this Preliminary Agreement or otherwise.
- 15. Nothing in this Preliminary Agreement shall constitute a waiver of any right of the Receivers to be indemnified, or to exercise a lien, whether under applicable law or otherwise howsoever.
- 16. The Receivers have entered into this Preliminary Agreement without personal liability and are entitled to the benefit of this Part IV of the Schedule and any other provisions of this Preliminary Agreement that are in the Receivers' favour.

For the purpose of any acknowledgements or agreements as to, or provisions of, exclusions of liability or indemnity in favour of the Receivers in this Preliminary Agreement, references to the **Receivers** where the context so permits shall mean and include their present and future firm or firms, partners and employees, agents, advisers or representatives, and any legal entity or partnership using in its name the word "PricewaterhouseCoopers Limited", any successor or merged firm and the partners, shareholders, officers and employees, agents, advisers or representatives of any such firm, entity or partnership. Each such firm, partner, shareholder, legal entity, partnership, officer or employee, agents, advisers or representatives may rely on this Clause and enforce its terms under the Contracts (Rights of Third Parties) Ordinance (Cap.623).

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

		香港九龍何文田常 GRAND HOMM,	常盛街 17 號傲玟 17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong			
本物美 Prope		:	詳見投標表格 Please refer to the	Form of Tender		
買方 The P	urchaser	:				
(a)	的權益,和確保多 Before you execut	妥善完成購買本物 e the formal agreem	業。 nent for sale and pur	,在你簽立正式買賣合約之前,你應聘用律師,以保障你rchase which you have to sign if you go on with your purchase it to ensure that your purchase is properly completed.		
(b)	You can instruct y		nt solicitor to act fo	業,你亦可聘用賣方的律師以同時代表你和賣方行事。 r you to conduct the purchase or you can instruct the Vendor's		
(c)	TO 現建議你聘用你自己的律師,你自己聘用的律師能在你購買本物業的每個階段,向你提供獨立意見。 YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.					
(d)	d) 倘若你聘用賣方的代表律師同時代表你行事,如你與賣方之間出現衝突,該律師未必能保障你的權益,屆時你始終需要聘用你自己的律師,在此情況下,你須支付的律師費總額,可能高於若你一開始便聘用你自己的律師的話會須支付的費用。 If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.					
(e)	You are free to cho		on you prefer. Pleas	方的律師以保障你的權益之前,詳加考慮。 se think carefully before deciding whether to instruct your own your interests.		
		副本及完全明白此 t of a copy of this w		derstand the contents thereof.		
公曆 Dated	this	年 day of	月 E	<del>{</del>		
買方領	簽署 Signature of Pu	ırchaser :				

# <u>與賣方關係的聲明</u> <u>DECLARATION OF RELATIONSHIP WITH THE VENDOR</u>

發展項目及 Name and a	之地址 address of the Development:		常盛街 17 號傲玟 , 17 Sheung Shing Street, Ho Man Tin, Ko	wloon	ı, Hon	ıg Koı	ng
本物業 Property	:	詳見投標表格 Please refer to the	Form of Tender				
賣方 The Vendo	: r		已委任接管人和經理人) mited (Receivers and Managers appointed)	)			
賣方的控构 Holding co	监公司 : mpanies of the Vendor	Holdings Limited 限公司 Gold Faitl	司 Perfect Elite Ventures Limited, 傑亮, 金惠投資有限公司 Gold Favour Investm n Global Limited, Chariot Power Investmer iss Enterprises Limited and Loyal Faith Gr	ents I nts Lir	Limite nited,	d, 金( Sense	言環球有
編別 No	. Name(s) of		香港身份證號碼 / 護照號码 HKID Card No(s). / Passport No(s) No(s).				
2							
3							
4							
	適用的方格內打"✓"確認存在或不存 a "✓"in the appropriate box below to		e or absence of the relationship(s) concerned.	1	2	3	aser No.
	人/吾等現確認本人/吾等是獨立第三 We hereby confirm that I/We am/are in		關連人士 , and am/are not a related party to the Vendor.				
I/V	人/吾等現確認本人/吾等是賣方之  We hereby confirm that I/We am/are v/are:		序現進一步確認,本人/吾等是: 'endor. I'We hereby further confirm that I'We				
	方的董事						
	lirector of the Vendor 方董事的父母						
_	arent of a director of the Vendor 方董事的配偶						
a s	pouse of a director of the Vendor 方董事的子女						
a c	hild of the director of the Vendor 方的經理						
a r	nanager of the Vendor 述董事、父母、配偶、子女或經理	1屡甘芜重戓処亩的我	7.大公司		_	_	_
ар			hild or manager is a director or shareholder				
an	刀时有聯繫法團或控惟公司 associate corporation or holding con 述有聯繫法團或控權公司的董事	npany of the Vendor					
a c	远月哪系太圈或左權公司的重事 lirector of such an associate corporati 述有聯繫法團或控權公司的董事的		ny				

a parent of a director of such an associate corporation or holding company

	上述有聯繫法團或控權公	;司的董事的配偶					
	a spouse of a director of su 上述有聯繫法團或控權公	ch an associate corporation or hold 公司的董事的子女	ng company				
	a child of a director of such 上述有聯繫法團或控權公	n an associate corporation or holdin 同的經理	g company				
		ciate corporation or holding compar	y				
	manager (經理) has the      私人公司 (private comprivate company (私人     有聯繫法團 (associate 公司的附屬公司 associate corporation (body; or a subsidiary or 附屬公司 (subsidiary)	npany) 具有《公司條例》(第 622 公司) has the meaning given by se corporation) 就某法團或指明團體 有聯繫法團), in relation to a corpo f a holding company of the corpora 指《公司條例》(第 622 章) 所指	the Companies Ordinance (Cap.622)章)第11條給予該詞的涵義 ction 11 of the Companies Ordinance 而言,指該法團或指明團體的附屬 ration or specified body, means a sub- tion or specified body	松司;或該法 sidiary of the c			
C.	C. 本人/吾等謹此聲明上述提供資料正確及完整。本人/吾等茲進一步承諾如本人/吾等在簽立該物業的正式買賣合約或之前就上述情況有任何改變,本人/吾等將以書面通知貴公司。 I/We declare that the above information is accurate and complete. I/We hereby further undertake to notify you in writing of any change of the above information on or prior to my/our signing of the formal agreement for sale and purchase.						
D.	D. 本人/吾等確認如本人/吾等對本文件有任何問題,本人/吾等已獲足夠機會去尋求獨立法律意見。 I/We confirm that I/we have been given ample opportunity to seek independent legal advice, if I/we have any query on this document.						
	In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. 如本文件之中英文文本有任何歧義,一切以英文文本為準。						
Signa	ture(s) of Purchaser 買方	簽署確認:					
1		2	3	4			
Date	日期:						

# <u>收集個人資料聲明</u> Personal Data Collection Statement

發展項目及地址 : 香港九龍何文田常盛街 17 號傲玟

Name and address of the Development GRAND HOMM, 17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong

本物業 : 詳見投標表格

Property Please refer to the Form of Tender

賣方: 金銭有限公司(已委任接管人和經理人)

The Vendor Gold Topmont Limited (Receivers and Managers appointed)

買方:

The Purchaser

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

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

仲量聯行擬收集閣下的姓名、身份證號碼、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:

Jones Lang LaSalle Limited wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively "personal data") for the purposes of :-

- (i) 供賣方及仲量聯行處理與閣下購買發展項目的住宅單位及/或車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,以及供賣方監督仲量聯行的工作(「強制性用途」);及 dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor and Jones Lang LaSalle Limited, protecting their interests in the Development, and monitoring the work of Jones Lang LaSalle Limited by the Vendor ("Obligatory Purposes"); and
- (ii) 供仲量聯行及/或賣方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及/或車位的直接促銷,以及進行促銷、銷售及統計分析 (「**自願性用途**」)。 sales and direct marketing to you by Jones Lang LaSalle Limited and/or the Vendor regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and parking spaces in the Development and conducting marketing, sale and statistical analysis ("**Voluntary Purposes**").

仲量聯行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 仲量聯行作此等用途,仲量聯行 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/或車位及/或與此有關的行政事宜有不利 影響。

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

自願性用途僅屬自願性質,如果閣下不希望仲量聯行及/或賣方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及/或車位)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。

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 Jones Lang LaSalle Limited and/or the Vendor 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 and parking spaces in the Development, or marketing, sale and statistical analysis.

除非已獲得閣下有關此等使用或提供的書面同意,仲量聯行不得使用或提供閣下的個人資料作自願性用途。 Jones Lang LaSalle Limited 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.

仲量聯行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) <u>將會</u>把閣下的個人資料提供及轉移予賣方作強制性用途,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賣方,而賣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,仲量聯行不會把閣下的個人資料轉移予任何其他人士。

Jones Lang LaSalle Limited will take all practicable steps to keep your personal data confidential and (i) will provide and

transfer your personal data to the Vendor for the Obligatory Purposes, and (ii) *if you agree and provide your written consent*, will provide and transfer your personal data to the Vendor who may then use your personal data for the Voluntary Purposes. Jones Lang LaSalle Limited will not transfer your personal data to any other person without your consent.

閣下可隨時撤回閣下的同意並要求仲量聯行及/或賣方停止使用閣下的個人資料作自願性用途,而仲量聯行及/或賣方必須在不收費的情況下停止如此使用該等資料。

You may withdraw your consent and require Jones Lang LaSalle Limited and/or the Vendor at any time to cease using your personal data for the Voluntary Purposes and Jones Lang LaSalle Limited and/or the Vendor must so cease, without charge.

仲量聯行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仲量聯行停止如此使用閣下的個人資料,仲量聯行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,仲量聯行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。

Jones Lang LaSalle Limited will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. Jones Lang LaSalle Limited will not retain your personal data if you withdraw your consent and request Jones Lang LaSalle Limited 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, Jones Lang LaSalle Limited will destroy your personal data as soon as practicable after Jones Lang LaSalle Limited is no longer obliged to retain such data by law.

閣下可隨時要求查閱及/或改正在仲量聯行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仲量 聯行聯絡,並在閣下的通訊註明「保密」字樣。

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

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關仲量聯行在個人資料方面的政策及實務的一般資料及 (2) 提出有關仲量聯行處理個人資料的一般問題及投訴,應致函予以下人士:

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

個人資料私隱主任

仲量聯行

地址:香港英皇道 979 號太古坊一座 7 樓

(註明「保密」字樣)

Personal Data Privacy Officer

Jones Lang LaSalle Limited

Address: 7/F, One Taikoo Place, 979 King's Road, Hong Kong

(Marked \( \text{Confidential} \)

\*

本人已閱讀本聲明並同意其條款。

I have read this Statement and agree to its terms.

本人在此空格加上剔(「✓」)號,即表示本人指示仲量聯行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賣方。(如果本人並不在此空格加上剔 (「✓」) 號,即表示本人明白,仲量聯行將會
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賣方作上述自願性用途。)

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

英文版本與中文版本如有任何抵觸,應以英文版本為準。

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

買方簽署 Signed by the Purchaser

日期 Date:

# <u>關於中介人的聲明</u> <u>Declaration regarding Intermediary</u>

香港九龍何文田常盛街 17 號傲玟

發展項目及地址 :

日期 Date:

Name	e and address of the Developme	GRAND HOMM, 17 Sheung Shing Street, Ho Man Tin, Kowloon, Hong Kong				
本物 Prope		詳見投標表格 Please refer to the Form of Tender				
賣方 The V	: Vendor	金鋑有限公司 (已委任接管人和經理人) Gold Topmont Limited (Receivers and Managers appointed)				
買方 The I	: Purchaser					
		中介人資料 Particulars of the Intermediary				
地產	代理公司名稱 Estate Agency (	ompany Name:				
地產	代理姓名 Name of Estate Ager					
地產	代理牌照號碼 EAA Licence N	).;				
	及中介人謹此確認及聲明如「 Purchaser and the Intermediary	ereby confirm and declare as follows:-				
1.	I. 買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。 The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale an Purchase for the purchase of the Property.					
2.	均無須就中介人所作出的付 The Intermediary did not mal or undertaking on behalf of the	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何協議、陳述或承諾向買方、中介人或任何其他人負責。 e and is not authorized by the Vendor to make any oral or written agreement, representation version versions and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, any such agreements, representations or undertaking made by the Intermediary.				
3.	人收取其他費用或佣金。故他利益,買方應向廉政公署 The Vendor and their staff did or commission in addition to and Purchase, provision of in of the Vendor demanding any	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買方或中介有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其舉報。 not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees the purchase price of the Property and administrative fees for amending Agreement for Sale formation or copies of documents, etc. If there are any person alleging to be the staff or agent benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase should report the case to the Independent Commission Against Corruption.				
4.	The Vendor is not and will a purchase of the Property sha	概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。 ot be involved in any disputes between the Purchaser and the Intermediary. The sale and proceed strictly in accordance with the terms and conditions as set out in the Preliminary ase and the Formal Agreement for Sale and Purchase.				
5.		何歧義,一切以英文文本為準。 discrepancy between the Chinese and English versions of this document, the English version				
買力	万簽署 Signed by the Purchaser	中介人簽署 Signed by the Intermediary				

日期 Date:

# <u>物業參觀確認函</u> Acknowledgement Letter regarding Properties Viewing

發展項目名 Name and a		: Development	九龍何文田常盛街 17 Grand Homm, 17 Sheur		o Man Tin, Ko	owloon
本物業 Property		:	詳見投標表格 Please refer to the Form	of Tender		
賣方 Vendor		:	金鋑有限公司 (已委任 Gold Topmont Limited			ointed)
買方 Purchaser		:				
本人/我們	即下述簽署。	人,在簽署該物業	之臨時買賣合約之前,	謹此確認以下事	項:	
	_	ereby confirm below	v prior to my/our signing	of the preliminar	y agreement f	or sale and purchase
of the Prope	erty:-					
□ 本人/	我們確認於	簽署該物業之臨時	買賣合約前,賣方已開	放該物業供本人	、/ 我們參觀,	
I/We	hereby confir	rm that the Vendor h	as made the Property ava	ilable for viewin	g by me/us pri	or to my/our signing
of the	preliminary	agreement for sale a	and purchase of the Prope	erty,		
			***		1.L., 215	
			簽署該物業之臨時買賣·			a of the preliminers
		or sale and purchase	erty on the date stated	below phor to h	Ty/Our Signing	g of the premimary
	ugreement 10	r sare and paremase	or the Property.			
		ъ.	參觀該物業日			
		Date	of viewing of the Proper	ty:		
			或 OR			
	但經充份考慮	憲後本人/我們自主	選擇決定於簽署該物業	之臨時買賣合約	可前不參觀該	物業。
	but after due	consideration and o	ut of my/our free will and	d choice I/we dec	ided not to vie	ew the Property prior
	to my/our sig	gning of the prelimir	nary agreement for sale a	nd purchase of th	e Property.	
******	******	******	******	******	*****	******
			予本人 / 我們參觀並非行 后的住宅物業供本人 / ៛		,於簽署該物	]業之臨時買賣合約
			ot reasonably practicable		to be viewed b	by me/us the Vendor
has m	ade the comp	parable residential p	roperty stated below ava	lable for viewing	g by me/us pri	or to my/our signing
of the	preliminary	agreement for sale a	and purchase of the Propo	erty:-		
		與該物	]業相若的住宅物業:	傲玟 Grand Hon	nm	
			e residential property:	座Tower		單位 Flat

	且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。
	and I/we have viewed the comparable residential property on the date stated below prior to my/our signing of
	the preliminary agreement for sale and purchase of the Property.
	參觀與該物業相若的住宅物業日期:
	Date of viewing the comparable residential property:
	本人/我們亦謹此知悉及確認:與該物業相若的住宅物業及該物業在(1)景觀、(2)尺寸、(3)單位布局及/或(4)裝置、裝修物料及設備的顏色、尺寸、紋理、質地及/或手工存在差異;及賣方開放與該物業相若的住宅物業供本人/我們參觀並不構成亦不得詮釋成賣方作出任何不論明示或隱含之要約、陳述、承諾或保證(不論是否有關景觀)。
	I/we hereby further acknowledge and confirm that :- there exist differences between the comparable residential property and the Property as to (1) view, (2) dimensions, (3) layout and/or (4) colour, measurement, grain, texture, and/or workmanship of fittings, finishes and appliances; and the Vendor's making the comparable residential property available for my/our viewing does not constitute and shall not be construed as constituting any express or implied offer,
	representation, undertaking or warranty by the Vendor (whether related to view or not).
	<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賣合約前不參觀與該物業相若的住宅物業。 but after due consideration and out of my/our free will and choice I/we decided not to view the comparable
	residential property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.
*****	********************************
均並	、/ 我們現確認、知悉及同意由於開放該物業或發展項目中與該物業相若的住宅物業予本人 / 我們參觀 注非合理地切實可行,賣方無須在出售該物業予本人 / 我們之前開放該物業或發展項目中與該物業相若 三宅物業供本人 / 我們參觀。
com Prop	e hereby confirm, acknowledge and agree that since it is not reasonably practicable for the Property or a parable residential property in the Development to be viewed by me/us, the Vendor is not required to make the perty or a comparable residential property in the Development available for viewing by me/us before the perty is sold to me/us.
	譯本僅供參考,如與英文文本有異,概以英文文本作準。 se translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall
買方簽署 Signed by	the Purchaser
Date 日期	<u> </u>
. / •	

# 賣方資料表格

# **Vendor's Information Form**

	頁目名稱及地址 and address of the	: e Development	九龍何文田常盛街 17 號傲玟 Grand Homm, 17 Sheung Shing Street, Ho Man Tin, Kowloon			
本物業 Proper		:	詳見投標表格 Please refer to the Form of Tender			
賣方 Vendo	r	:	金鋑有限公司 (已委任接管人和經理人) Gold Topmont Limited (Receivers and Managers appointed)			
買方 Purcha	ser	:				
(a)			頁:每月 \$[詳情請參閱以下附錄1]. that is payable for the Property: \$[ Please see Note 1 below for details] per month			
(b)	至 2024 年 12月 The amount of t	月 31 日之季度) the Government rent	i) 的款額:每季 \$[詳情請參閱以下附錄2] (前述款額為由2024 年 10 月 1 日 (if any) that is payable for the Property: \$[Please see Note 2 below for details] for the quarter from 1 October 2024 to 31 December 2024)			
(c)		(如有的話) 的名稱 e owners' incorporat				
(d)	發展項目的管理人的姓名或名稱:仲量聯行物業管理有限公司 The name of the manager of the Development: Jones Lang LaSalle Management Services Limited					
(e)	Any notice rece	eived by the Vendor	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:沒有 from the Government or management office concerning sums required to be idential properties in the Development: Nil			
(f)		eived by the Vendor	發展項目的任何部份或將發展項目的任何部份恢復原狀的任何通知:沒有from the Government or requiring the Vendor to demolish or reinstate any part			
(g)		響該物業的任何待沒aim affecting the Pro	央的申索:沒有 operty that is known to the Vendor: Nil			
印製日	期 Date of Printi	ng: <u>15-11-2024</u>				
The Pu	rchaser hereby ac	knowledge(s) the rec	n之前,買方已收到此份賣方資料表格。 ceipt of a copy of this Vendor's Information Form prior to the Purchaser's signing Purchase of the Property.			
買方簽	署 Signed by the	Purchaser				
日期D	ate:		<del></del>			

附錄 1 Note 1

Tower	Floor	Flat	The amount of the management fee that is payable for the specified residential property (per month)
座	樓層	單位	須就指明住宅物業支付的管理費用的款額(每月)
3	17	D	HK\$5,544

附錄 2 Note 2

Tower	Floor	Flat	The amount of the Government rent that is payable for the specified residentil property (per quarter) (the aforesaid amount is for the quarter from 1 October 2024 to 31 December 2024)
座	樓層	單位	須就指明住宅物業繳付的地稅 (如有的話) 的款額 (每季) (前述款額為由 2024 年 10 月 1 日至 2024 年 12 月 31 日之季度)
3	17	D	HK\$2,558.25

# 傲玟 GRAND HOMM

# <u>投標提交文件</u>清單 <u>TENDER SUBMISSION CHECKLIST</u>

在方格內加	項目	文件	備註
<u> </u>	Item	Document Document	Remarks
Tick Box			
	1)	經投標者填妥並簽署的投標表格 ( <b>附件 A</b> ) <u>連同</u> 下列文件:	提交 <b>一式兩份</b> 經簽署 的版本
		Form of Tender ( <b>Appendix A</b> ) duly completed and signed by the tenderer and <b>attached</b> with :-	Submit signed version in DUPLICATE
		(a) 招標公告 Tender Notice (b) 出售條件( <b>附件 B</b> )	
		Conditions of Sale (Appendix B)	
	2)	經投標者填妥及簽署的對「對買方的警告」 ( <b>附件C</b> )	提交一份經簽署的版 本
		Warning to Purchasers ( <b>Appendix C</b> ) duly completed and signed by the tenderer	Submit one signed version
	3)	經投標者填妥及簽署的「與賣方關係的聲明」 ( <b>附件 D</b> )	提交一份經簽署的版 本
		Declaration of Relationship with the Vendor ( <b>Appendix D</b> ) duly completed and signed by the tenderer	Submit one signed version
	4)	經投標者填妥及簽署的「個人資料收集聲明」 ( <b>附件 E</b> )	提交一份經簽署的版 本
		Personal Information Collection Statement ( <b>Appendix E</b> ) duly signed by the tenderer	Submit one signed version
	5)	經投標者填妥及簽署的「關於中介人的聲明」( <b>附件 F</b> ) 連同投標者委任之地產代理/營業員(如有)的牌照副本 及名片	提交一份經簽署的版本 Submit one signed
		Declaration in relation to Intermediary ( <b>Appendix F</b> ) duly completed and signed by the tenderer together with a copy of the estate agent's/salesperson's licence and name card of the	version
		estate agent/salesperson (if any) appointed by the tenderer	
	6)	經投標者填妥及簽署的「物業參觀確認函」( <b>附件 G</b> ) Acknowledgement Letter regarding Properties Viewing ( <b>Appendix G</b> ) duly completed and signed by the tenderer	提交一份經簽署的版 本 Submit one signed version
	7)	經投標者填妥及簽署的「賣方資料表格」( <b>附件 H</b> )	提交一份經簽署的版
	''	WYT (Appendix H) duly completed and signed by the tenderer	在X 的經驗者可放本 Submit one signed version
	8)	按照招標公告第 3(b)(i) 段的方式提交的抬頭為「 <b>的近律 師行</b> 」的銀行本票及支票 (如適用) (以支付投標表格中提出的樓價的臨時訂金及部份加付訂金 (如適用))	
		Cashier's Order(s) and cheques(s) (if applicable) (for preliminary deposit and part of further deposit (if applicable)	

		<del>,</del>
		of the Purchase Price tendered in the Form of Tender) payable to " <b>Deacons</b> " submitted in the manner stipulated under paragraph 3(b)(i) of the Tender Notice
	9)	* (適用於個人投標者) 投標者的香港身份證/護照副本
		* (For individual tenderer) Copy(ies) of Hong Kong Identity Card(s) / Passport(s) of the tenderer
	10)	*(適用於公司投標者)
		* (For company tenderer)
		* (For company tenderer)  (a) 投標者的商業登記證書副本 (如有)、公司註冊證書副本 Copy(ies) of Business Registration Certificate (if any), Certificate of Incorporation of the Tenderer  (b) 投標者之董事的香港身份證 / 護照副本 copy(ies) of the Hong Kong Identity Card(s) / Passport(s) of the director(s) of the tenderer  (c) 投標者的董事決議副本 (以授權以簽署投標表格及 上文提及的其他文件的形式簽署該等文件) copy of board resolutions of the tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed  (d) * (適用於香港公司)最新之周年申報表 (表格 NAR1)或法團成立表格 (股份有限公司)(表格 NNC1)副本     * (For Hong Kong companies) copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1)  (e) * (適用於根據公司條例 (香港法例第 622 章)第 16 部註冊之非香港公司)最新之註冊非香港公司的註冊申請書 (表格 NN1)副本     * (For Non-Hong Kong Companies registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1)  (f) * (適用於沒有根據公司條例 (香港法例第 622 章)第 16 部註冊之非香港公司或如提供海外地址)由投標
		者的一位董事認證的最新之董事名冊及股東名冊副本  * (For any Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copies of the latest register of directors and register of members certified by a director of the tenderer
	11)	* (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 (認證副本須由在香港執業之律師作認證) * (If tender is submitted by attorney) Original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer (for certified copy, the same should be certified by a solicitor practising in Hong Kong)
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<sup>\*</sup>請刪除不適用者

 $<sup>*</sup>Delete\ where\ inapplicable$