

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

KENNEDY 38

as set out in any one or more of the Information on Sales Arrangement for sale by tender issued by the Vendor for KENNEDY 38 from time to time (as the same may be revised by the Vendor from time to time), unless previously withdrawn or sold

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For KENNEDY 38**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**KENNEDY 38**”.

Vendor:	Harvest Treasure Limited Victory Land Management Limited City Precise Limited Well Metro Development Limited c/o Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited 45 th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong Enquiry Hotline: 3119 0008
Vendor’s solicitors:	Mayer Brown 16 th – 19 th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong Deacons 6 th Floor, Alexandra House, 16 – 20 Chater Road, Central, Hong Kong Zhong Lun Law Firm LLP 4 th Floor, Jardine House, 1 Connaught Place Central, Hong Kong

招標文件

公開招標承投購買物業

現招標承投購買

KENNEDY 38

於任何一份或多份賣方不時發出的 KENNEDY 38 的以招標方式出售的銷售安排資料
(及賣方不時對其作出修改的銷售安排資料) 內列出的物業，
但若在招標截止時限之前物業已被撤回或出售則除外

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「**KENNEDY 38**」，放入位於售樓處(定義見招標公告)擺放的標示為「**KENNEDY 38 公開招標**」的投標箱內。

賣方：
溢寶有限公司
偉龍管理有限公司
城軒有限公司
萬穎發展有限公司
(由新鴻基地產(銷售及租賃)代理有限公司轉交)
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

賣方律師：
孖士打律師行
香港中環遮打道 10 號太子大廈 16 樓至 19 樓

的近律師行
香港中環遮打道 16-20 號 歷山大廈 6 樓

中倫律師事務所有限法律責任合夥
香港中環康樂廣場一號怡和大廈四樓

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PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between (i) the Tender Commencement Date and Time and (ii) the date which is the fourteenth (14th) working day after the closing date of the tender, applicable to the relevant Property for Tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Development”	means KENNEDY 38;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means each of the Offer Forms set out in Part 3 of this Tender Document;
“this Preliminary Agreement”	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document;
“Property”	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form;
“Property for Tender”	means all or any of the properties as set out in the Sales Arrangements;
“Purchase Price”	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form;
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
“Sales Arrangements”	means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Development from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	means Shop 2, G/F, No. 38 Belcher's Street, Kennedy Town, Hong Kong;
“Tender Closing Date and Time”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Commencement Date and Time”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;

“Tender Document”	means this Tender Document comprising :- (i) the Tender Notice; (ii) the Conditions of Sale; (iii) the Offer Form(s); and (iv) the Annex to the Offer Form(s);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the Schedule to each Offer Form as the tenderer;
“Vendor”	means Harvest Treasure Limited, Victory Land Management Limited, City Precise Limited and Well Metro Development Limited; and
“Vendor’s solicitors”	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- <ul style="list-style-type: none"> • Mayer Brown • Deacons • Zhong Lun Law Firm LLP

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Property for Tender, remove any property from/add any property to the Property for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Property for Tender and any property removed from or added to the Property for Tender. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 Tenderer(s) should submit the tender(s) in accordance with the terms and conditions as set out in this Tender Document and **the criteria (if any) set out under the Schedule to this Tender Notice.**

2.8 The Tenderer(s) should submit his/her/their tender(s) in the following manner :-

(a) by submission of the following items :-

(i) Tender Document with the Offer Form(s)

Offer Form (Part 3 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form.** For the avoidance of doubt, a Tenderer may submit more than one (1) Offer Form. However, if the offer contained in any Offer Form submitted by a tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the same tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.

(ii) Cashier order(s) and/or cheque(s)

In respect of each Tendered Property, one or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the amount equal to 5% of the Tender Price of such Tendered Property and made payable to “**MAYER BROWN**” Provided That the following minimum amount shall be paid by cashier order(s):

<u>Amount of 5% of Tender Price</u>	<u>Minimum amount to be paid by cashier order(s)</u>
HK\$2,000,000 or above	HK\$1,500,000
Less than HK\$2,000,000 but not less than HK\$1,000,000	HK\$1,000,000
Less than HK\$1,000,000	HK\$500,000

(iii) Tenderer(s)' identification document(s)

If the Tenderer(s) is/are individual(s), copy of the ID Card/Passport of each individual of the Tenderer(s).

If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s).

(iv) Intermediary's licence (if applicable)

If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate agent(s) appointed by the Tenderer(s).

(v) Documents in Annex to the Offer Form of each of the Tendered Properties

Documents in Annex to the Offer Form of each of the Tendered Properties duly completed and signed.

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Operation of Gondola
- (4) Vendor's Information Form
- (5) Personal Information Collection Statement

(vi) Documents to be obtained from the Sales Office, duly signed and completed by the

Tenderer

- (6) False Ceiling Height Plan
- (7) Acknowledgement Letter Regarding Open Kitchen and Wooden Cabinet (with plan)(if applicable)
- (8) Acknowledgement Letter Regarding Miscellaneous Matters (with plan)

Please do **NOT** date any of the documents mentioned in sub-paragraphs (v) & (vi).

- (b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**KENNEDY 38**”; and
 - (c) placed in the Tender Box labelled “**Public Tender For KENNEDY 38**” placed at the Sales Office during the Tender Period.
- 2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address stated in their tenders.
- 2.10 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a corporation, by its director) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor’s prescribed form and duly executed.
- (b) If the Tenderer is a corporation, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, the Tenderer is not entitled to withdraw and shall not withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period. **However, if a Tenderer has submitted more than one (1) Offer Form and if the offer contained in any Offer Form submitted by the Tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the Tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.**
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment

thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.
- 4.5 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Criteria for Submission of Tender

None.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由(i)招標開始日期及時間至(ii)招標截止日期後的第十四個工作日，適用於有關的招標物業(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指 KENNEDY 38；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的每一份要約表格；
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
「該物業」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業；
「招標物業」	指銷售安排內列出的所有或任何物業；
「樓價」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方就發展項目不時發出的以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指香港堅尼地城卑路乍街 38 號地下 2 號商舖；
「招標截止日期及時間」	就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期及時間」	就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件，由以下部份組成 :- (i) 招標公告； (ii) 出售條款； (iii) 要約表格；及 (iv) 要約表格附件；
「招標公告」	指本招標文件第 1 部份的招標公告；

「招標期間」	就每一個招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格中訂明為投標者的人士；
「賣方」	指溢寶有限公司、偉龍管理有限公司、城軒有限公司及萬穎發展有限公司；及
「賣方律師」	指賣方單獨絕對酌情決定下指定的以下任何一家律師行： <ul style="list-style-type: none"> • 孖士打律師行 • 的近律師行 • 中倫律師事務所有限法律責任合夥

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購買招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何招標物業不予出售，或將所有或任何招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何招標物業的招標截止日期及時間、減少或增加訂明的招標物業，以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標者應按照載於本招標文件的條款及細則及載於本招標公告附表的準則(如有)遞交投標書。
- 2.8 投標者應按以下方式提交其投標書：-

(a) 遞交以下各項文件：-

(i) 招標文件及要約表格

就每一個投標物業已填妥、填上日期及簽署的要約表格(即本招標文件的第 3 部份)。請填妥並簽署要約表格的英文版本或要約表格的中文版本。為免疑問，投標者可提交超過一份要約表格。然而，如果投標者提交的任何要約表格中的要約被賣方接受(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接受)，則在上述接受日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。

(ii) 銀行本票及／或支票

就每一個投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一

張或多張銀行本票及／或支票，金額相等於該投標物業投標價的 5%，抬頭寫「**孖士打律師行**」，惟當中須以銀行本票支付以下最低金額：-

投標價 5%的金額	以銀行本票支付的最低金額
港幣 2,000,000 元或以上	港幣 1,500,000 元
少於港幣 2,000,000 元但不少於港幣 1,000,000 元	港幣 1,000,000 元
少於港幣 1,000,000 元	港幣 500,000 元

(iii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的身份證／護照的複印本。

如投標者為法團，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iv) 中介人的牌照(如適用)

如投標者已委託地產經紀，投標者委託的地產經紀的牌照複印本。

(v) 每一個投標物業的要約表格附件中的文件

已填妥及簽署的每一個投標物業的要約表格附件中的文件。

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 關於吊船操作的確認書
- (4) 賣方資料表格
- (5) 個人資料收集聲明

(vi) 由投標者填妥並簽署的於售樓處領取的文件

- (6) 假天花高度圖
- (7) 關於開放式廚房及木櫃的確認書(連圖則)(如適用)
- (8) 關於其他事項的確認書(連圖則)

請不要於第(v)及(vi)分段所述的任何文件內填上日期。

(b) 以上(a)分段所列的各項文件應放入普通信封內，信封面上書明賣方收啓，並清楚註明「**KENNEDY 38**」；及

(c) 於招標期間放入位於售樓處擺放的標示為「**KENNEDY 38 公開招標**」的投標箱內。

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

2.10 (a) 投標者須(i)親身簽署要約表格及其他文件(如投標者為法團，須由其董事簽署)，並視作為主事人或(ii)以其授權人代表其簽署要約表格及其他文件，在此情況下，相關授權書須使用賣方訂明的格式及妥為簽立。

(b) 投標者如為法團，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真

號碼。

(c) 要約表格中指明的香港通訊地址將會是收取接納書及退回銀行本票及／或支票的地址。

- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即無權撤回並且不得撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。然而，如果投標者提交超過一份要約表格及如果投標者提交的任何要約表格中的要約被賣方接受(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接受)，則在上述接受日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接納投標

- 3.1 投標書如獲接納，中標者即成為物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於招標物業的一般問題，而不會就本招標文件或關於招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: +(852) 3119 0008)。為免疑問，新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 在本招標文件中，除非文意另有所指，否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別，(ii) 凡指單數的字及詞句亦指眾數，而指眾數的字及詞句亦指單數，及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。

4.5 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告附表

投標書提交準則

無

[第1部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein.
2. The Offer Form and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
4. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.
9. The Purchaser shall attend the office of the Vendor's solicitors together with the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 20.
10. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
11. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.
13. 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.

14. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the “Warning to Purchasers”–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
18. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
19. All legal costs and disbursements of the Purchaser’s solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
20. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer’s stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser’s behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary

Agreement from the register or record in the Land Registry.

22. No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) of the Purchaser or any one of the Purchaser whom shall be given power to sign the Agreement in the name and on behalf of that Purchaser but shall not be given power to execute the subsequent Assignment.
23. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the “DMC”) and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the property purchased, all plan fees for plans to be annexed to the agreement for sale and purchase and the assignment of the property purchased, the costs of any statutory declaration required for application for exemption of buyer’s stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the property purchased. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
24. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
25. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
26. Time shall in every respect be of the essence of this Preliminary Agreement.
27.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable by any person who is not a party to this Preliminary Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
28. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第 2 部分：出售條款

1. 招標公告定義的詞語在本出售條款中具有相同含義。
2. 要約表格連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
3. 買方須於簽署本臨時合約時向賣方支付相等於樓價的 5% 的臨時訂金。
4. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
5. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
6. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
7. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
8. 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。
9. 買方須於接納書的日期之後的 5 個工作日內攜帶接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i) 簽署賣方代表律師所訂定之標準正式合約；(ii) 在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii) 同時交付第 20 條所載就正式合約應付之所有印花稅。
10. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (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。
11. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
12. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「**對買方的警告**」內容如下—
 - (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 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.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
18. 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
19. 買方律師有關擬備、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及代墊付費用，全部由買方承擔及支付。
20. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
21. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
22. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為買方或其中一位買方的指名授權人（但其授權人不能有任何授權他人代替之權力）並獲授權以該買方名義及代該買方簽署正式合約，但不可獲授權以該買方名義及代該買方簽署轉讓契。
23. 一切製作、登記及完成公契及管理協議(『公契』)之費用及附於公契之圖則費用的適當分攤、所購物業的業權契據及文件認證副本之費用、所購物業的買賣合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、所購物業的按揭(如有)之法律及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。
24. 買方如有更改地址或電話，須以書面通知賣方。
25. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

26. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
27. (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
28. 在本臨時合約中—
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) 招標文件的《投標物業的量度尺寸》載列之每個物業的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) 招標文件的《投標物業的量度尺寸》載列之每個物業的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

Schedule to Conditions of Sale
出售條款的附表

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

For Flats in KENNEDY 38
適用於 KENNEDY 38 之單位

External Wall 外牆	Curtain wall, metal claddings, metal louvres, metal grilles, aluminum window and tiles 玻璃幕牆、金屬覆蓋層板、金屬百葉、金屬格柵、鋁窗及瓷磚
Internal Wall 內牆	<p>Emulsion paint, plastic laminate, solid surfacing material, metal and plastic laminate with metal plate behind on exposed surfaces for Living Room and Dining Room. 客廳及飯廳外露表面配乳膠漆、膠板、實心面板、金屬及膠板配金屬底板。</p> <p>For flats as listed in note (1.1), emulsion paint, plastic laminate, solid surfacing material and metal on exposed surfaces for Living Room and Dining Room. 備註（1.1）所列之單位的客廳及飯廳外露表面配乳膠漆、膠板、實心面板及金屬。</p> <p>For flats as listed in note (1.2), emulsion paint, plastic laminate, metal, glass, solid surfacing material and plastic laminate with metal plate behind on exposed surfaces for Living Room and Dining Room. 備註（1.2）所列之單位的客廳及飯廳外露表面配乳膠漆、膠板、金屬、玻璃、實心面板及膠板配金屬底板。</p> <p>Emulsion paint on exposed surfaces for Bedroom. 睡房外露表面配乳膠漆。</p> <p>For flat as listed in note (1.3), emulsion paint, metal and glass on exposed surfaces for Master Bedroom. 備註（1.3）所列之單位的主人睡房外露表面配乳膠漆、金屬及玻璃。</p>
Internal Ceiling 天花板	<p>Ceiling finished with emulsion paint, gypsum board ceiling (if any) finished with emulsion paint and metal on exposed surfaces for Living Room and Dining Room. 客廳及飯廳外露表面髹乳膠漆、石膏板天花板（如有）髹乳膠漆及鋪砌金屬。</p> <p>For flats as listed in note (2.1), ceiling finished with emulsion paint and gypsum board ceiling (if any) finished with emulsion paint on exposed surfaces for Living Room and Dining Room. 備註（2.1）所列之單位的客廳及飯廳外露表面髹乳膠漆及石膏板天花板（如有）髹乳膠漆。</p> <p>For flats as listed in note (2.2), gypsum board ceiling finished with emulsion paint and metal on exposed surfaces for Living Room and Dining Room. 備註（2.2）所列之單位的客廳及飯廳外露表面為石膏板天花板髹乳膠漆及鋪砌金屬。</p> <p>For flat as listed in note (2.3), gypsum board ceiling finished with emulsion paint on exposed surfaces for Living Room and Dining Room. 備註（2.3）所列之單位的客廳及飯廳外露表面為石膏板天花板髹乳膠漆。</p> <p>Ceiling finished with emulsion paint and gypsum board ceiling (if any) finished with emulsion paint on exposed surfaces for Bedroom. 睡房外露表面天花板髹乳膠漆及石膏板天花板（如有）髹乳膠漆。</p>
Internal Floor 內部地板	<p>Tiles for Bedroom, Living Room and Dining Room. 睡房、客廳及飯廳鋪砌瓷磚。</p> <p>For flats as listed in note (3.1), natural stone for Living and Dining Room. 備註（3.1）所列之單位的客廳及飯廳鋪砌天然石。</p> <p>For flats as listed in note (3.2), wood grain rigid board flooring, natural stone border and metal trim at doorway leading to Balcony, Utility Platform and Private Flat Roof (if applicable) for Bedroom. 備註（3.2）所列之單位的睡房鋪砌木紋防潮岩塑地板並在通往露台、工作平台及私人平台的門戶（如有）以天然石及金屬條圍邊。</p>

Doors 門	Timber door and glass door. 木門及玻璃門。
Bathroom 浴室	<p>Sanitary fitment to be provided. 提供潔具。</p> <p>Floors are finished with reconstituted stone and tiles on exposed surfaces for Bathroom. 浴室地板之外露表面鋪砌人造石及瓷磚。</p> <p>For flats as listed in note (4.1), floors are finished with natural stone on exposed surfaces for Bathroom 備註（4.1）所列之單位的浴室地板之外露表面鋪砌天然石。</p> <p>Floors are finished with natural stone on exposed surfaces for Master Bathroom. 主人浴室地板之外露表面鋪砌天然石。</p> <p>Walls are finished with reconstituted stone, mirror, tiles, metal and feature glass on exposed surfaces up to level of false ceiling for Bathroom. 浴室牆身之外露表面鋪砌人造石、鏡、瓷磚、金屬及特色玻璃至假天花板水平。</p> <p>For flats as listed in note (4.1), walls are finished with reconstituted stone, mirror, natural stone, metal and feature glass on exposed surfaces up to level of false ceiling for Bathroom 備註（4.1）所列之單位的浴室牆身之外露表面鋪砌人造石、鏡、天然石、金屬及特色玻璃至假天花板水平。</p> <p>Walls are finished with reconstituted stone, mirror, natural stone, tiles, metal and feature glass on exposed surfaces up to level of false ceiling for Master Bathroom. 主人浴室牆身之外露表面鋪砌人造石、鏡、天然石、瓷磚、金屬及特色玻璃至假天花板水平。</p> <p>Ceilings are aluminium false ceiling on exposed surfaces. 天花板之外露表面為鋁質假天花。</p>
Open Kitchen 開放式廚房	<p>Floors are finished with tiles on exposed surfaces. 地板之外露表面鋪砌瓷磚。</p> <p>For flats as listed in note (5.1), floors are finished with natural stone on exposed surface for Open Kitchen. 備註（5.1）所列之單位的開放式廚房地板之外露表面鋪砌天然石。</p> <p>Walls are finished with plastic laminate, metal and solid surfacing material on exposed surfaces up to level of false ceiling for Open Kitchen 開放式廚房牆身之外露表面為膠板、金屬及實心面板至假天花板水平。</p> <p>For flat as listed in note (1.2), walls are finished with plastic laminate, metal, solid surfacing material and glass on exposed surfaces up to level of false ceiling for Open Kitchen. 備註（1.2）所列之單位的開放式廚房牆身之外露表面為膠板、金屬、實心面板及玻璃至假天花板水平。</p> <p>Wall behind cabinet finished with tiles. 廚櫃背面牆身鋪砌瓷磚。</p> <p>Ceilings are finished with emulsion paint and gypsum board ceiling finished with emulsion paint on exposed surfaces for Open Kitchen. 開放式廚房天花板之外露表面髹乳膠漆及石膏板天花髹乳膠漆。</p> <p>For flats as listed in note (5.2), ceilings are gypsum board ceiling finished with emulsion paint on exposed surfaces for Open Kitchen. 備註（5.2）所列之單位的開放式廚房天花板之外露表面為石膏板天花髹乳膠漆。</p>
Kitchen 廚房	Floors are finished with natural stone on exposed surfaces. 地板之外露表面鋪砌天然石。

	<p>Walls are finished with natural stone and metal on exposed surfaces up to level of false ceiling for Kitchen. 廚房牆身之外露表面為天然石及金屬至假天花板水平。</p> <p>Wall behind cabinet finished with tiles. 廚櫃背面牆身鋪砌瓷磚。</p> <p>Ceilings are aluminium false ceiling and gypsum board with emulsion paint on exposed surfaces for Kitchen. 廚房天花板之外露表面為鋁質假天花及石膏板天花髹乳膠漆。</p>
Other provisions 其他設施	<p>Air-conditioner to be provided for Living Room, Dining Room, Bedroom, Study Room, Utility Room and Kitchen. 客廳、飯廳、睡房、書房、工作間及廚房裝有空調。</p> <p>Built-in refrigerator, induction hob, Built-in 7-in-1 steam oven with microwave (except built-in oven with microwave and built-in steam oven for Flat A, C & D at 33/F), built-in washer/ dryer and telescopic cooker hood to be provided. 裝有嵌入式雪櫃、電磁煮食爐、嵌入式七合一微波蒸焗爐（除 33 樓的 A、C 及 D 單位裝有嵌入式微波焗爐及嵌入式蒸爐）、嵌入式洗衣/乾衣機及拉趟式抽油煙機。</p> <p>Built-in wine climate cabinet for Flat B at 2/F; Flat A, B, C & D at 33/F. 裝有嵌入式紅酒櫃於 2 樓的 B 單位；33 樓的 A、B、C 及 D 單位。</p> <p>Electric water heater and exhaust fan to be provided. 裝有電熱水爐及抽氣扇。</p> <p>Router to be provided. 裝有路由器。</p>

Note (1.1):

備註 (1.1) :

- Flat A, E, G & K on 2/F; Flat A, F, H & L on 3/F, 5/F-12/F, 15/F-16/F, 18/F-23/F and 25/F-32/F
於 2 樓的 A、E、G 及 K 單位；3 樓、5 樓至 12 樓、15 樓至 16 樓、18 樓至 23 樓及 25 樓至 32 樓的 A、F、H 及 L 單位

Note (1.2):

備註 (1.2) :

- Flat B on 2/F
於 2 樓的 B 單位

Note (1.3):

備註 (1.3) :

- Flat B on 33/F
於 33 樓的 B 單位

Note (2.1):

備註 (2.1) :

- Flat A, B, D & K on 2/F; Flat A, E & L on 3/F, 5/F-12/F, 15/F-16/F, 18/F-23/F and 25/F-31/F; Flat A & E on 32/F; Flat A, C & D on 33/F
於 2 樓的 A、B、D 及 K；3 樓、5 樓至 12 樓、15 樓至 16 樓、18 樓至 23 樓及 25 樓至 31 樓的 A、E 及 L 單位；32 樓的 A 及 E 單位；33 樓的 A、C 及 D 單位

Note (2.2):

備註 (2.2) :

- Flat D, F, G & K on 32/F
於 32 樓的 D、F、G 及 K 單位

Note (2.3):

備註 (2.3) :

- Flat L on 32/F
於 32 樓的 L 單位

Note (3.1):

備註 (3.1) :

- Flat B on 2/F; Flat A, B, C & D on 33/F
於 2 樓的 B 單位 ; 33 樓的 A、B、C 及 D 單位

Note (3.2):

備註 (3.2) :

- Flat B on 2/F; Flat A, B, C & D on 33/F
於 2 樓的 B 單位 ; 33 樓的 A、B、C 及 D 單位

Note (4.1):

備註 (4.1) :

- Flat B on 2/F; Flat A, B, C & D on 33/F
於 2 樓的 B 單位 ; 33 樓的 A、B、C 及 D 單位

Note (5.1):

備註 (5.1) :

- Flat B on 2/F; Flat B on 33/F
於 2 樓的 B 單位 ; 33 樓的 B 單位

Note (5.2):

備註 (5.2) :

- Flat B on 2/F; Flat C on 3/F, 5/F-12/F, 15/F-16/F, 18/F-23/F and 25/F-31/F; Flat C, D, F, G, K & L on 32/F
於 2 樓的 B 單位 ; 3 樓、5 樓至 12 樓、15 樓至 16 樓、18 樓至 23 樓及 25 樓至 31 樓的 C 單位 ; 32 樓的 C、D、F、G、K 及 L 單位

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from me/us or the Intermediary any fees or commission in addition to the Tender Price, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Tendered Property, I/we should report the case to the Independent Commission Against Corruption.

5. **(Applicable only if I/we have submitted any Offer Form(s) (such Offer Form(s) not having been previously disregarded by the Vendor) in addition to this Offer Form) I/We submit this Offer Form on the condition that, unless this Offer Form is submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice, I/we wish to be awarded the tender by the Vendor under one Offer Form only. I/We understand that if the tender of this Offer Form is accepted by the Vendor, the tender under any other Offer Form(s) submitted by me/us (except Offer Form(s) submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice) would be disregarded and will not be considered or accepted by the Vendor.**

6. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.

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

Schedule to the Offer Form

(To be completed by the Tenderer of each Tendered Property)

<i>Section 1 - Particulars of the Tenderer</i>				
Name				
ID No. / Passport No. / BR No.				
Address/ Registered office				
Hong Kong Correspondence address (if different from above)				
Contact details	Name			
	Telephone		Fax	

<i>Section 2 – Tendered Property</i>	
Floor	Flat

<i>Section 3 - Tender Price</i>			
Tender Price (HK\$)			
<i>Cashier order(s) and/or cheque(s) (in the aggregate amount of 5% of the Tender Price)</i>			
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

* Provided that the following minimum amount shall be paid by cashier order(s):-

<u>Amount of 5% of Tender Price</u>	<u>Minimum amount to be paid by cashier order(s)</u>
HK\$2,000,000 or above	HK\$1,500,000
Less than HK\$2,000,000 but not less than HK\$1,000,000	HK\$1,000,000
Less than HK\$1,000,000	HK\$500,000

Section 4 – Payment plan

The Tenderer must choose the following payment plan

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

<input type="checkbox"/> TC1	<p>Flexible Payment Plan (TC1)</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). *[_____% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance.] *[_____% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance.] *[_____% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance.] *[_____% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance.] _____% of the Purchase Price shall be paid within ____ days after the date of the Letter of Acceptance. <p><i>(*Please delete as appropriate)</i></p> <p><u>Note: The date of completion shall not be earlier than 90 days after the date of the Letter of Acceptance nor later than 360 days after the date of the Letter of Acceptance.</u></p> <p>For details of the gifts, financial advantage or benefits, please refer to Annex 6.</p>
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Section 5A - Intermediary (if applicable)

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

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

Name of sales person

EA Licence No.

Estate agency

Contact No.

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

I/We declare and confirm as follows :-

- (a) the intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
- (b) the Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
- (c) the Vendor is not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document.

Section 5B - No Intermediary (if applicable)

I/We declare and confirm as follows :-

- (a) the Vendor has not appointed any sales agent in relation to the sale of the Property;
- (b) no representation, agreement or undertaking (whether oral or written) has been made by the Vendor or Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited in relation to the Tender Document or any part thereof; and
- (c) the Vendor and its staff did not and will not collect directly or indirectly from the Purchaser (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

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

(A person is a related party to the Vendor if that person is:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

For the purpose of this Declaration, “manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).

Section 7 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice):-

- 1. ☐ Tender Document with the Offer Form completed and signed
- 2. ☐ Cashier order(s) and/or cheque(s)
- 3. ☐ Tenderer's identification documents
- 4. ☐ Intermediary's licence (if applicable)
- 5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
 - (4) ☐ Vendor's Information Form (undated)
 - (5) ☐ Personal Information Collection Statement (undated)
- 6. Documents to be obtained from the Sales Office, duly signed and completed by the Tenderer:
 - (6) ☐ False Ceiling Height Plan (undated)
 - (7) ☐ Acknowledgement Letter Regarding Open Kitchen and Wooden Cabinet (with plan)(if applicable) (undated)
 - (8) ☐ Acknowledgement Letter Regarding Miscellaneous Matters (with plan)(undated)

Section 8 - Viewing of the Tendered Property (†Please tick either one)

†☐ The Vendor has made the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) available for viewing by me/us and I/we have viewed the Tendered Property or its comparable residential property(ies).

†☐ I/We understand that I/we have the right to view the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) before submission of the tender and the Vendor has made the Tendered Property (in case the Tendered Property is a unit available for viewing) or its comparable residential property(ies) (in case the Tendered Property is not reasonably practicable to be viewed) available for viewing by me/us, however, I/we have decided not to do so.

The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed Development.

I/we am/are fully aware that after my/our tender of the Tendered Property, the Tendered Property may/will continue to be made available for viewing by potential purchasers of the Development until my/our completion of the purchase of the Tendered Property.

Signed by the Tenderer:

X

Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

Section 10 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:

X

Witnessed by:

X

Name of the authorized signature (if the Tenderer is a corporation):

Name of the witness:

Date:

*[End of Part 3: Offer Form]
[End of the Tender Document]*

第 3 部份：要約表格

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
 - (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人／我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。
5. (只適用於本人/我們已提交本要約表格以外的任何要約表格(該等要約表格並未先前被賣方處作不被理會)的情況)本人/我們提交本要約表格的前提為本人/我們僅願賣方接受其中一份要約表格的投標，除非本要約表格是提交以符合載於招標公告附表的準則(如有)。本人/我們明白若賣方接受本要約表格的投標，本人/我們提交的任何其他要約表格(為符合載於招標公告附表的準則(如有)而提交的要約表格除外)的投標將不被理會及不被賣方考慮或接受。
6. 除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。
7. 本人／我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有)。

要約表格的附表

(由每一個投標物業的投標者填寫)

第 1 節 – 投標者的資料				
名稱				
身份證／護照／商業登記證號碼				
地址／註冊辦事處				
香港通訊地址(如與上面不同)				
聯絡資料	聯絡人			
	電話		傳真	

第 2 節 – 投標物業	
樓層	單位

第 3 節 – 投標價			
投標價 (HK\$)			
銀行本票及／或支票(總金額為投標價的 5%)			
銀行本票*	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

* 惟當中須以銀行本票支付以下最低金額 :-

投標價 5%的金額	以銀行本票支付的最低金額
港幣 2,000,000 元或以上	港幣 1,500,000 元
少於港幣 2,000,000 元但不少於港幣 1,000,000 元	港幣 1,000,000 元
少於港幣 1,000,000 元	港幣 500,000 元

第 4 節 – 支付辦法

投標者須選擇下列付款計劃。

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

☐ TC1

靈活付款計劃(TC1)

支付條款

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- *[樓價 _____ %於接納書的日期後 _____ 日內繳付。]
- *[樓價 _____ %於接納書的日期後 _____ 日內繳付。]
- *[樓價 _____ %於接納書的日期後 _____ 日內繳付。]
- *[樓價 _____ %於接納書的日期後 _____ 日內繳付。]
- 樓價 _____ %於接納書的日期後 _____ 日內繳付。

(*請刪去不適用者)

註：成交日不可早於接納書的日期後 90 日或遲於接納書的日期後 360 日。

有關贈品、財務優惠或利益的詳情，請參閱附件 6。

第5A節– 中介人(如適用)

本人／我們經以下中介人*介紹而提交本投標書：

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

地產代理姓名	
--------	--

地產代理牌照號碼	
----------	--

地產公司名稱	
--------	--

聯絡電話	
------	--

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們聲明及確認如下：

- (a) 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) 賣方及其職員並無亦不會直接或間接向買方收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件的條款及細則進行。

第5B節– 沒有中介人(如適用)

本人／我們聲明及確認如下：

- (a) 賣方沒有就該物業的銷售委託任何銷售代理人；
- (b) 賣方或新鴻基地產(銷售及租賃)代理有限公司沒有就招標文件或其任何部份作出任何陳述、協議或承諾（不論口頭或書面）；及
- (c) 賣方及其職員並無亦不會直接或間接向買方收取(i)除該物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

第6節－與賣方關係的聲明(†請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。)

第7節－遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

- 1. ☐ 招標文件及已填妥及簽署的要約表格
- 2. ☐ 銀行本票及／或支票
- 3. ☐ 投標者的身份證明文件
- 4. ☐ 中介人的牌照(如適用)
- 5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 投標物業的量度尺寸(未有填上日期)
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於吊船操作的確認書(未有填上日期)
 - (4) ☐ 賣方資料表格(未有填上日期)
 - (5) ☐ 個人資料收集聲明(未有填上日期)
- 6. 由投標者填妥並簽署的於售樓處領取的文件：
 - (6) ☐ 假天花高度圖(未有填上日期)
 - (7) ☐ 關於開放式廚房及木櫃的確認書(連圖則)(如適用)(未有填上日期)
 - (8) ☐ 關於其他事項的確認書(連圖則)(未有填上日期)

第8節 – 參觀該投標物業(請剔其中一項)

†□ 賣方已開放該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)以供本人／我們參觀，而本人／我們亦已參觀該投標物業(如該物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)。

†□ 本人／我們明白本人／我們有權在遞交投標書前參觀該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)，而賣方已開放該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)以供本人／我們參觀，但本人／我們決定不參觀該投標物業(如該投標物業為可供參觀之單位)或與其相若的住宅物業(如開放該投標物業予以參觀並非合理地切實可行)。

賣方視為已符合《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成發展項目中的物業之要求。

本人／我們充份知悉在本人／我們承投該投標物業後，該投標物業可能／將會繼續開放予該發展項目之準買方參觀直至本人／我們完成購買該投標物業。

投標人簽署：

X

第9節 – 關於法團投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

第 10 節 – 投標者及見證人的簽署

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

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

投標者簽署： <div style="text-align: right; margin-top: 150px;">X</div>	見證人簽署： <div style="text-align: right; margin-top: 150px;">X</div>
獲授權人士的名稱(如投標者為法團)：	見證人名稱：
日期：	

[第 3 部份：要約表格完]
[招標文件完]

Annex 附件

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

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

1. Measurements of the Tendered Property #
招標物業的量度尺寸 #
2. Warning to Purchasers #
對買方的警告 #
3. Acknowledgement Letter Regarding Operation of Gondola #
關於吊船操作的確認書#
4. Vendor's Information Form#
賣方資料表格 #
5. Personal Information Collection Statement #
個人資料收集聲明 #
6. List of gifts, or financial advantage or benefits
贈品、財務優惠或利益的列表

Measurements of the Tendered Property
投標物業的量度尺寸

Vendor 賣方	Harvest Treasure Limited 溢寶有限公司 Victory Land Management Limited 偉龍管理有限公司 City Precise Limited 城軒有限公司 Well Metro Development Limited 萬穎發展有限公司	
Development 發展項目	KENNEDY 38, No.38 Belcher's Street, Kennedy Town, Hong Kong 香港堅尼地城卑路乍街38號 KENNEDY 38	
Property 該物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證/商業登記證號碼		
Date 日期		

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

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

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

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

Signed by the Purchaser 買方簽署

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	Harvest Treasure Limited 溢寶有限公司 Victory Land Management Limited 偉龍管理有限公司 City Precise Limited 城軒有限公司 Well Metro Development Limited 萬穎發展有限公司	
Development 發展項目	KENNEDY 38, No.38 Belcher's Street, Kennedy Town, Hong Kong 香港堅尼地城卑路乍街38號 KENNEDY 38	
Property 該物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證/商業登記證號碼		
Date 日期		

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

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

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

公曆 年 月 日
Dated this day of

Signed by the Purchaser 買方簽署

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

Vendor 賣方	Harvest Treasure Limited 溢寶有限公司 Victory Land Management Limited 偉龍管理有限公司 City Precise Limited 城軒有限公司 Well Metro Development Limited 萬穎發展有限公司	
Development 發展項目	KENNEDY 38, No.38 Belcher's Street, Kennedy Town, Hong Kong 香港堅尼地城卑路乍街 38 號 KENNEDY 38	
Property 該物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D. / B.R. No. 身份證 / 商業登記證號碼		
Date 日期		

1. I /We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人/吾等，即下方簽署人，特此確認本人/吾等簽署該物業的臨時買賣合約前已清楚明白以下事項：

- (a) Under the latest draft Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of the Development :-

按照發展項目最新的公共契約及管理協議擬稿（「公契」）的規定：

- (i) The Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the roof and/or flat roof or the parapet walls of the roof and/or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the “gondola” which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities and/or the Development Provided that the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby and the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.

管理人有權在任何時候延伸、維持、運作、移動軌導式旋轉吊臂吊船及/或任何吊臂、吊艇架吊臂、其他設備或管理裝置（在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材）及有權進入天台及/或平台及天台及/或平台的矮牆的上空或部份上空，以進行檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換發展項目的外牆的任何部分（不包括專屬使用權已歸屬業主之部份），及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施及/或發展項目，惟業主享用其住宅單位應不受重大不利影響或受損，及管理人須承擔彌補因行使上述權力而造成的損害及將滋擾減至最小。

- (ii) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof and/or flat roof pertaining to

its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola by the Manager, its workmen or contractors at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的天台及/或平台或天台及/或平台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響管理人、其工人或承辦商於管理及/或維修發展項目期間任何時候操作吊船。

- (b) My/our enjoyment of the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人在管理及/或維修發展項目期間操作吊船時，可能對本人/吾等享用屬於該物業的天台、平台、露台及/或工作平台(如有者)及/或天台、平台、露台及/或工作平台的矮牆(如有者)造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

3. The parties do not intend any term of this letter to be enforceable by any person who is not a party to this letter pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “**CRTPO**”) and agree that this letter shall be excluded from the application of the CRTPO.

雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「**該條例**」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

4. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.

如本信件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 4 附件 4

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投標者須填妥本頁

Vendor's Information Form
賣方資料表格

Vendor 賣方	Harvest Treasure Limited 溢寶有限公司 Victory Land Management Limited 偉龍管理有限公司 City Precise Limited 城軒有限公司 Well Metro Development Limited 萬穎發展有限公司		
Development 發展項目	KENNEDY 38, No.38 Belcher's Street, Kennedy Town, Hong Kong 香港堅尼地城卑路乍街 38 號 KENNEDY 38		
Property 該物業	Floor 樓層	Flat 單位	
Purchaser(s) 買方			
I.D. / B.R. No. 身份證 / 商業登記證號碼			
Date 日期			

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	Floor 樓層	Flat 單位	Amount 款額
	33	A	HK\$6,785.00
	33	D	HK\$6,076.00
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property [#] 本物業應課差餉租值之3% [#]		
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有		
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Supreme Management Services Limited 超卓管理服務有限公司		
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有		
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有		
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有		

Date of Printing: 11/06/2023

印製日期: 11/06/2023

Signed by the Purchaser(s) 買方簽署

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

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
新鴻基地產(銷售及租賃)代理有限公司
Personal Information Collection Statement
個人資料收集聲明

Collection of your personal information
收集閣下的個人資料

From time to time, it is necessary for you to supply Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited ("SHKREA", "we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易),需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情,我們可能無法提供閣下要求的服務及產品。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「閣下資料」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance").

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章)(「條例」)的權利。

Purposes for which Your Information may be used
閣下資料可能被用作的用途

We may use Your Information for one or more of the following purposes from time to time:

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易,包括準備文件和作出任何必要的安排以完成交易;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通,與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;
- (iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求;
- (v) facilitating property management and security;
促進物業管理及保安;
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
就我們或新鴻基地產集團(「集團」)任何其他成員或由集團成員及合資夥伴成立的合資公司(「合資公司」)提供的服務、物業、物業發展項目或產品的質量進行調查(自願性質參與);
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分);
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分);
- (ix) communicating with you;
與閣下溝通;
- (x) investigating and handling complaints;
調查及處理投訴;
- (xi) preventing or detecting illegal or suspicious activities; and

- 預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong. 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong:

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

- (i) any member of the Group;
集團任何成員；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；及
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

(i)除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii)除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them;
集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
 - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);
我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (d) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their

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投標者須填妥本頁

use in direct marketing the classes of services and products described in (b) above.

為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號（“✓”）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

Access to and correction of Your Information

查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港灣道30號新鴻基中心45樓。

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號（“✓”）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（“✓”），新鴻基地產（銷售及租賃）代理有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- ☐ Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。
- ☐ Please do NOT provide my personal data to other persons for their use in direct marketing.
請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

Signed by the Purchaser(s) 買方簽署

Name: _____

Date: _____

Annex 6 附件 6

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

第 I 部份

Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

第 II 部份
Part II

(TC1) **靈活付款計劃**
Flexible Payment Plan

1. 首 3 年保修優惠
First 3 Years Warranty Offer

在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於該物業的成交日起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property rectify any defects to the Property.

為免疑問，首 3 年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscaping and potted plants (if any).

首 3 年保修優惠受其他條款及細則約束。

The First 3 Years Warranty Offer is subject to other terms and conditions.