# **INVITATION FOR PURCHASE OF PROPERTY**

## BY WAY OF

# TENDER 邀約以投標方式購買物業

in respect of 關於

Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong 香港"藍塘道 23-39"藍塘道 33 號 A 單位

#### **INVITATION FOR PURCHASE OF PROPERTY**

#### **BY WAY OF**

#### TENDER

#### 邀約以投標方式購買物業

.....

Tenders are invited for the purchase of the following property:-謹誠邀投標者投標承購下述物業:-

Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong 香港"藍塘道23-39"藍塘道33號A單位

.....

#### TENDER COMMENCES AT 11:00 A.M. on everyday from 18 July 2025 until 31 December 2025 (both days inclusive) AND CLOSES AT 7:00 P.M. on everyday from 18 July 2025 until 31 December 2025 (both days inclusive)

招標開始日期及時間為由 2025 年 7 月 18 日起至 2025 年 12 月 31 日 (包括首尾兩天)每日上午 11 時正 而招標截止日期及時間為由 2025 年 7 月 18 日起至 2025 年 12 月 31 日 (包括首尾兩天)每日下午 7 時正

### (UNLESS PREVIOUSLY WITHDRAWN OR SOLD) (但若在招標截止時限之前物業已被撤回或出售除外)

Tenders must be submitted in the specified Form of Tender between 11:00 a.m. and 7:00 p.m. on everyday from 18 July 2025 until 31 December 2025 (both days inclusive) to the Tender Box labelled "Tender for UNIT A NO.33 BLUE POOL ROAD "23-39 BLUE POOL ROAD" placed at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong in a sealed plain envelope and clearly marked "TENDER FOR UNIT A NO.33 BLUE POOL ROAD "23-39 BLUE POOL ROAD".

投標者必須於 2025 年 7 月 18 日至 2025 年 12 月 31 日 (包括首尾兩天)每日上午 11 時正 至下午 7 時正的時間內將已填妥的指定投標表格以信封密封放入於香港九龍牛頭角道 11 號皓日地下 G05 號舖擺放的標示為「"藍塘道 23-39"藍塘道 33 號 A 單位公開招標」 的投標箱,信封面請清楚註明「"藍塘道 23-39"藍塘道 33 號 A 單位公開招標」。

Vendor	
賣方	

Lockoo Limited (樂古有限公司)

# <u>Vendor's Agent</u> 賣方代理人

HangLungRealEstateAgency Limited恒隆地產代理有限公司

#### <u>Contacts</u> 查詢熱線

Mr. Eric Lau 劉先生 Tel: 2879 0571 電話: 2879 0571 CONTENTS 目錄

		Page 頁次
PART 1	: GENERAL	5
第一部份	: 一般條款	
PART 2	: TENDER NOTICE	7
第二部份	: 招標公告	
PART 3	: CONDITIONS OF SALE	16
第三部份	: 出售條款	
PART 4 第四部份	: FORM OF TENDER 投標表格	28
ANNEX		

附件

# Part 1: <u>GENERAL</u> 第一部份:<u>一般條款</u>

1.

except where the context other	1
在本招標文件中,除另有指	明外,下列詞語應具有下列含義:
"Acceptance Period" 「承約期間」	means the period between the commencement date of submission of tender and the date which is the third working day after the closing of tender (both dates inclusive). 指由遞交投標書的首日至招標截止日期後的 第3個工作日(包括首尾兩日)。
"Completion Date" 「成交日期」	means the completion date specified in the Form of Tender 指投標表格中訂明的成交日期。
"Conditions of Sale" 「出售條款」	means the Conditions of Sale set out in Part 3 of this Tender Document. 指本投標文件第三部份所載的出售條款。
"Development" 「該發展項目」	means 23-39 Blue Pool Road (藍塘道 23-39), Hong Kong. 指香港藍塘道 23-39 (23-39 Blue Pool Road)。
"Formal Agreement" 「正式合約」	means the Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 9(b) of the Tender Notice. 指賣方及買方按照招標公告第9(b)條擬簽訂 的該物業的買賣合約。
"Form of Tender" 「投標表格」	means the Form of Tender set out in Part 4 of this Tender Document. 指本投標文件第四部份所載的投標表格。
"Notice of Acceptance" 「接受通知書」	means the Notice of Acceptance to be issued by the Vendor in accordance with clause 9(a) of the Tender Notice. 指賣方將根據投標公告第 9(a)條所發出的接 受通知書。
"Preliminary Agreement" 「臨時合約」	means the binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser in accordance with clause 1 of the Conditions of Sale.

	指賣方及買方根據出售條款第1條所訂立的 具約束力協議。
"Purchase Price" 「樓價」	means the purchase price of the Property specified in the Form of Tender. 指投標表格中訂明的樓價。
"Property" 「該物業」	means Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong. 指香港"藍塘道23-39"藍塘道33號A單位。
"Tender Document" 「投標文件」	means this tender document, comprising the Tender Notice, the Conditions of Sale and the Form of Tender. 指本投標文件,包括招標公告、出售條款及 投標表格。
"Tenderer " 「投標人」	means the person who is specified in the Form of Tender as the tenderer. 指投標表格所指明的投標人。
"Vendor's solicitors" 「賣方律師」	means Johnson Stokes & Master 指孖士打律師行。

2. The Chinese version of this Tender Document is for reference only and in case of conflict between the English and the Chinese versions, the English version shall prevail.

本投標文件的中文本僅供參考之用。如中英文本之間有任何抵觸,概以英文本為準。

# Part 2: <u>TENDER NOTICE</u> 第二部份:<u>招標公告</u>

 Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司) (the "Sales Agent") as sales agent for Lockoo Limited (the "Vendor") invites tender(s) for the purchase of the property described in the Particulars of the Property below (the "Property") subject to the terms and conditions set out contained in this Tender Document. 恒隆地產代理有限公司(「賣方代理人」) 作為 Lockoo Limited (以下簡稱「賣方」)

的代理人現按照本招標文件所訂明的條款及條件招標承投購買以下「物業詳情」 所述的物業(以下簡稱「**物業**」)。

# <u>PARTICULARS OF THE PROPERTY</u> <u>物業詳情</u>

Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong 香港"藍塘道 23-39"藍塘道 33 號 A 單位

- Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or non-Hong Kong company(ies) registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong) (at least one director of such limited company or non-Hong Kong company shall be natural person).
   投標者必須為個人或於香港成立的有限公司或根據《公司條款》(香港法例第622 條)第16部所註冊的非香港公司(而該有限公司或非香港公司的最少一名董事必 須為自然人)。
- 3. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621, Laws of Hong Kong) (the "RPFSO") in respect of the Property is set out in the Vendor's Information Form annexed hereto as Appendix A. 賣方根據香港法例第621章《一手住宅物業銷售條例》第68條提供有關物業的資料列於本招標公告夾附的附件A的《賣方資料表格》。
- Any tender must be: 任何投標書必須:
  - (a) made in this Tender Document with the Tender Form (IN DUPLICATE) each duly completed and signed by the Tenderer;
     採用本招標文件連同夾附填妥的投標表格(一式兩份),投標者必須於投標表格上簽名;

- (b) submitted together with the following documents:必須同時附上下列文件:
  - (i) one or more cashier order(s) or cheque(s) issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "Banking Ordinance") and made payable to "Johnson Stokes & Master" for the sum equivalent to 5% of the Purchase Price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale, provided that HK\$5,000,000 thereof must be paid by the way of Hong Kong Dollar cashier order; 由根據香港法例第155章《銀行條例》(「銀行條例」)第16條領 有牌照的銀行開出以「孖士打律師行」為抬頭人的一張或多張銀行 本票或支票,其金額相等於投標者開出的物業樓價的5%(在投標 表格及出售條件中指明),惟其中HK\$5,000,000必須以港幣銀行本 票支付;
  - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
     如果投標者是個人,須遞交每個人的香港身份證/護照副本;
  - (iii) if the Tenderer is a company, a copy of the Business Registration Certificate (if applicable) and a copy of the Certificate of Incorporation of the Tenderer; and 如果投標者是有限公司,須遞交公司的商業登記證(如有的話)及公 司註冊證書副本;及
  - (iv) 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 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 Tenderer being 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).

如果投標者是一間公司,須遞交(I)投標者董事會授權簽署投標表 格及上述其他文件的決議副本;及(II)最近期的周年申報表(表格 NAR1)或法團成立表格(股份有限公司)(表格NNC1),或倘若 投標者是依據《公司條例》第16部註冊的非香港註冊公司,則須提 供註冊非香港公司最近期的周年申報表(表格NN3)或註冊成為非 香港註冊公司的申請表(表格NN1)。

 (c) enclosed in a sealed envelope addressed to the Sales Agent and clearly marked on the outside of the envelope "TENDER FOR UNIT A NO.33 BLUE POOL ROAD "23-39 BLUE POOL ROAD""; and 以信封密封遞交予賣方,信封面請清楚註明「"藍塘道23-39"藍塘道33號A 單位公開招標」;及

(d) placed in the Tender Box labelled "Tender for UNIT A NO.33 BLUE POOL ROAD "23-39 BLUE POOL ROAD" located at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong between 11:00 a.m. and 7:00 p.m. on everyday from 18 July 2025 until 31 December 2025 (both days inclusive).
於2025年7月18日至2025年12月31日 (包括首尾雨天)每日上午 11 時正至 下午7 時正的時間内放入位於香港九龍牛頭角道11號皓日地下G05號舖內 註明「"藍塘道23-39"藍塘道33號A單位公開招標」的投標箱內。

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time between 11:00 a.m. on the day on which the Tender Closing Time falls and the Tender Closing Time, the Tender Closing Time will automatically be postponed to 7:00 p.m. on the next succeeding day and in respect of which no typhoon signal no.8 or above or black rainstorm warning signal is announced between 11:00 a.m. and 7:00 p.m..

即使本招標公告載有任何規定,如果在招標截止時間當日上午11時00分至招標截 止時間內任何時候,8號或以上颱風訊號在香港懸掛或黑色暴雨警告在香港發出, 招標截止時間將自動延至隨後的下一天下午7時00分,而該天上午11時00分至下 午7時00分期間亦沒有八號或以上颱風信號或黑色暴雨警告發出。

- 5. 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. 當賣方絕對酌情決定為適當時,賣方有權拒絕任何不符合本招標公告夾附的投標 表格或本招標公告所列條款及條件而遞交的投標書。任何逾期投標將不被接受。
- 6. 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 of a tender. 賣方有權不接受最高或最佳價或任何投標書,並且有絕對酌情權決定是否接受某 一份投標書。
- 7. The Vendor reserves the right at any time before acceptance of a tender to withdraw any Property or any part thereof from sale or to sell or dispose of any Property or any part thereof to any person at any time. The Vendor has the absolute right to accept any tender at or before the Tender Closing Time. The Vendor reserves the right to, at any time before the Tender Closing Time, advance or postpone the Tender Closing Time by amending the information on sales arrangement relating to the Property. Any change of the Tender Closing Time will be posted at Shop No. G05, G/F The Aperture, No. 11 Ngau Tau Kok Road, Kowloon, Hong Kong and the website of the Development at www.23-39bluepoolroad.com. The Vendor is not obliged to separately notify the Tenderers of such change.

賣方有權在接受投標書前任何時候撤回任何物業或其任何部份不予出售,或在任何時候將物業或其任何部份賣給或售予任何人。賣方有絕對權在招標截止時間或 之前接受任何投標書。賣方有權透過修改物業的銷售安排資料在招標截止時間之前的任何時間更改招標截止時間。任何更改招標截止時間, 九龍牛頭角道 11 號皓日地下 G05 號舖及該發展項目的網頁(網址: www.23-39bluepoolroad.com)。 賣方無須就更改招標截止時間另行通知投標者。

8. (a) 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 during the Acceptance Period. 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 end of the Acceptance Period.
鑑於賣方邀約投標及作出下列第8(b)段所述之承諾,每名投標者須當作已承諾其投標書為不可撤銷並且構成正式的要約,能夠及可以按本招標公告、出售條款及投標表格的條款及條件,隨時接納投標。直至承約期間終結之前,任何投標者遞交投標表格後,均不得撤回投標書,而且該投標書亦可

由賣方隨時接納。

- (b) 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.
   鑑於投標者作出以上第8(a)段所述之承諾,賣方同意在接獲投標者書面要求時支付港幣10.00元予投標者。
- 9. (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "Purchaser") and the Vendor shall sign and 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 phone or by fax or by email at the e-mail address stated in his Form of Tender not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.
  如果投標書獲賣方接受,中標者將成為物業的買方(以下簡稱「買方」),

而賣方須在接受日期前透過中標者在投標表格中指定的號碼、電子郵件地 址、香港通訊地址或註冊辦事處以電話、傳真、電子郵件或專人交付方式 接受投標書(以下簡稱「**接受通知書**」)。接受通知書按此等方式給予後 當作買方已收到論。

(b) The successful Tenderer shall sign the Formal Agreement within 5 working days after the date of the Notice of Acceptance and pay the further deposit (being 15% of the Purchase Price tendered) by way of cashier order(s) made payable to "Johnson Stokes & Master" issued by a bank licensed under Section 16 of the Banking Ordinance. 中標者須於接受通知書的日期後五個工作日內簽署正式合約,並且須於以一間根據《銀行條例》第16條領有牌照的銀行開出以「**孖士打律師** 行」為抬頭人的銀行本票的方式支付進一步訂金(即中標者開出的物業 樓價的 15%)。

- (c) 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.
   倘中標者為一家公司,於簽署正式合約前該中標者不得更改其董事或股東。
- 10. All cashier orders or cheques submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier order(s) or cheque(s) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier orders or cheques will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.

投標者遞交的所有銀行本票或支票將予以保留但不會兌現,直至賣方對所有遞交 的投標書作出決定為止。如果投標書獲賣方接受,已遞交的銀行本票或支票會視 為及用以支付中標者在投標表格下應支付的臨時訂金。其他所有銀行本票或支票 將於招標截止時間後十四 (14)天內退回未能中標者在投標表格上指明的香港通 訊地址或註冊辦事處。

- The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
   以投標者身份簽署投標表格的人士當作以當事人的身份行事。
- Time shall in all respects be of the essence.
   投標者必須嚴格遵守一切有關時限的規定。
- 13. All enquiries shall be directed to Mr. Eric Lau at Tel. No.2879 0571. Tenderers should note that the Vendor will only answer questions of a general nature concerning 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. 如有任何疑問,請致電劉先生查詢(電話號碼為(852)2879 0571)。投標者應注意, 凡任何有關物業的問題,賣方只會作出一般回應而不會就本投標提供法律或其他意見。投標者應就本招標公告及相關文件的條款徵詢獨立法律及其他專業意見。
- 14. 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.
  賣方或其任何代理或僱員就準投標者或投標者任何查詢所作出的任何口頭或書 面聲明及採取的任何行動,僅作為指引及參考之用。任何聲明不得構成或當作構 成本招標公告之一部份,而且任何該等聲明或行動不得構成或當作闡釋、修改、 否定、寬免或更改本招標公告、投標表格或出售條款所列的條款或條件。
- 15. 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). 就本招標公告而言,「工作日」不包括(a)公眾假期或星期六;或(b)香港法例第 1章《釋義及通則條例》第71(2)條所定義的黑色暴雨警告日或烈風警告日以外的 日子。

- A Personal Data Collection Statement issued by the Sales Agent in relation to this tender is attached hereto as Appendix B.
   由賣方代理人就本招標所發出的《收集個人資料聲明》已附載於本招標公告的附錄B。
- 17. The Vendor does not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("CRTPO") and agrees that this Tender Notice and the Form of Tender shall be excluded from the application of CRTPO. 賣方無意賦予任何非本投標公告及投標表格合約方的第三者以《合約(第三者權利)條例》(「合約第三者權利條例」)強制執行投標公告及投標表格下的任何條

款,並同意合約第三者權利條例將不適用於本投標公告及投標表格。

# Appendix A to Tender Notice 招標公告附錄A

#### Vendor's Information Form 賣方資料表格

The Development 發展項目	:	"23-39 Blue Pool Road", Hong Kong (the "Development") 香港"藍塘道 23-39" (「項目」)
Specified Residential Property 指明住宅物業	:	Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong 香港"藍塘道 23-39" 藍塘道 33 號 A 單位

(1)	The amount of the management fee that is payable for the specified residential property 须就指明住宅物業支付的管理費用的款額:	HK\$40,194 Per month 每月
(2)	The amount of the Government rent (if any) that is payable for the specified residential property 须就指明住宅物業繳付的地稅(如有的話)的款額	HK\$82,548 Per Annum 每年
(3)	The name of the owners' incorporation (if any): 業主立案法團(如有的話)的名稱:	NIL 沒有
(4)	The name of the manager of the Development: 項目的管理人的姓名或名稱:	Savills Property Management Limited 第一太平戴維斯物業管理有限公司
(5)	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項目期中的住宅物業的擁有人 須分擔的款項的任何通知:	NIL 沒有
(6)	Any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Development: 書 すられ広地礁の根文書 すた知道日の伝伝部八式地道日の伝	NIL 沒有

	業主立案法團(如有的話)的名稱:	
(4)	The name of the manager of the Development: 項目的管理人的姓名或名稱:	Savills Property Management Limited 第一太平戴維斯物業管理有限公司
(5)	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項目期中的住宅物業的擁有人 須分擔的款項的任何通知:	NIL 沒有
(6)	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項目的任何部分或將項目的任何部分恢復原狀的任何通知:	NIL 沒有
(7)	Any pending claim affecting the specified residential property that is known to the vendor: 賣方所知的影響指明住宅物業的任何待決的申索:	NIL 沒有
(8)	Date of printing: 印製日期:	18 July 2025

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

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

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

Hang Lung Real Estate Agency Limited (the **"Agent"**) wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively **"personal data"**) for the purposes of: 恒隆地產代理有限公司 (「**地產代理**」)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:

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit in "23-39 Blue Pool Road" (the "**Development**") by Lockoo Limited ("**Vendor**"), Hang Lung Properties Limited ("**HLP**"), the Agent and protecting their interests in the Development, and monitoring the work of the Agent by the Vendorand HLP ("**Obligatory Purposes**"); and

(i)供 Lockoo Limited (「賣方」)、恒隆地產有限公司(「**恒隆地產**」)、地產代理處理與閣下購買 "藍塘道 23-39" (「項目」)的住宅單位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益,以及供賣方及 恒隆地產監察地產代理的工作(「強制性用途」);及

(ii) sales and direct marketing to you by the Agent, the Vendor and HLP regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("Voluntary Purposes").

(ii)供地產代理、賣方及恒隆地產就在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」)。

Your personal data is required by the Agent for the Obligatory Purposes. If you do not provide your personal data to the Agent for these purposes, the Agent will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit and/or parking spaces in the Development and/or administrative matters relating to the same. 地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予地產代理作此等用途,地產代 理將不能夠作出強制性用途,這可能對閣下購買在項目中的住宅單位及/或車位與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Agent 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/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質,如果閣下不希望地產代理及/或賣方使用閣下的個人資料向閣下進行在項目中的投資機 會(包括但不限於在項目的住宅單位及/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 Agent may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

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

The Agent 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. The Agent will not transfer your personal data to any other person without your consent.

地產代理將會採取所有切實可行的步驟,以保密閣下的個人資料,及(i)將會把閣下的個人資料提供及轉移予賣 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,而前述各 方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下,地產代理不會把閣下的個人資料轉移予任何 其他人士。 You may withdraw your consent and require the Agent and/or the Vendor at any time to cease using your personal data for the Voluntary Purposes and the Agent and/or the Vendor must so cease, without charge.

閣下可隨時撤回閣下的同意並要求地產代理及及/或**賣方**停止使用閣下的個人資料作自願性用途,而地產代理 及/或**賣方**必須在不收費的情況下停止如此使用該等資料。

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

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

You may at any time request access to and/or correct your personal data in the Agent's records. To exercise these rights, you may contact the Agent at the addresses below by stating your communication as "Confidential". 閣下可隨時要求查閱及/或改正在地產代理的紀錄中閣下的個人資料。如要行使此等權利,閣下可按以下地址與地產代理聯絡,並在閣下的通訊註明「保密」字樣。

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

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

Personal Data Privacy Officer Hang Lung Real Estate Agency Limited Address: 28<sup>th</sup> Floor, Standard Chartered Bank Building, 4 Des Voeux Road Central, Hong Kong (Marked "Confidential") 個人資料私隱主任 恒隆地產代理有限公司

地址: 香港中環德輔道中4號渣打銀行大廈28樓(註明「保密」字樣)

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### Part 3: <u>CONDITIONS OF SALE</u> 第三部份:出售條款

1. The Form of Tender (with the Tender Notice and this Conditions of Sale attached hereto) and the Notice of Acceptance issued by the Vendor 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 the **"Preliminary Agreement"**).

投標表格 (連同夾附的招標公告及本出售條款) 及賣方發出的接受通知書將構成 賣方及買方之間就本物業訂立具約束力的協議 (該協議稱為「**本臨時合約**」)。

- In this Preliminary Agreement -在本臨時合約中-
  - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
    "實用面積"具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的 涵義;
  - (b) "working day" has the meaning given by section 2(1) of that Ordinance;
     "工作日"具有該條例第2(1)條給予該詞的涵義;
  - (c) the floor area of an item under paragraph (a) of Appendix I to this Conditions of Sale is calculated in accordance with section 8(3) of that Ordinance; and 本出售條款附件 I 第(a)段所指的項目樓面面積,按照該條例第 8(3)條計算; 及
  - (d) the area of an item under paragraph (b) of Appendix I to this Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
     本出售條款附件 I 第(b)段所指的項目面積,按照該條例附表 2 第 2 部計算。
- The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price (as set out in the Form of Tender) on terms and conditions contained hereunder. 賣方及買方須按照下列條款及條件以樓價 (列於投標表格) 買賣該物業。
- The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
   買方須支付的臨時訂金,須由賣方律師作為保證金保存人而持有。
- It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-按買賣雙方的意向,本臨時合約將會由一份正式合約取代,正式合約須:-
  - (a) by the Purchaser on or before the date falling on the fifth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance; and 由買方於臨時合約的簽署日期 (即接受通知書發出日期)之後的第五個工作日或之前簽立;及
  - (b) by the Vendor on or before the date falling on the eighth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance;.

由賣方於臨時合約的簽署日期(即接受通知書發出日期)之後的第八個工作日或之前簽立。

- The ad valorem stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
   須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話),由買方承擔。
- The special stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
   須就臨時合約、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。
- The buyer stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
   須就臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話),由買方承擔。
- 9. The Purchaser shall attend at the Vendor's solicitors' office together with the Preliminary Agreement within 5 working days after the date of the Notice of Acceptance (in this respect time shall be of the essence), (i) to sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay further deposit (being 15% of the Purchase Price) by way of cashier order(s) made payable to the "Johnson Stokes & Master" issued by a bank licensed under Section 16 of Banking Ordinance on signing of the Formal Agreement, and (iii) to pay all stamp duties payable on the Formal Agreement.

   [ 方須攜同臨時合約於接受通知書發出日期的 5 個工作天內到賣方律師的辦公 c(t) 出版照何號的) (1) 第二章在估算進行上本人体標準に上(工作化力)

室(就此期限須嚴格遵守)以(i)簽署賣方律師準備的正式合約標準版本(不經修改), (ii)於簽署正式合約時以一間根據《銀行條例》第16條領有牌照的銀行開出以「孖 士打律師行」為抬頭人的銀行本票的方式支付金額相等於樓價15%的進一步訂 金,及(iii)支付所有正式合約下應付的印花稅。

- If the Purchaser fails to execute the Formal Agreement within 5 working days after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance: 如買方沒有在本臨時合約的簽署日期之後,即接受通知書發出日期的5個工作日 內簽立正式合約:-
  - (a) this Preliminary Agreement is terminated;
     本臨時合約即告終止;
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收並歸於賣方;及
  - (c) the Vendor does not have any further claim against the Purchaser for the failure. 賣方不得因買方沒有簽立正式合約,而對買方提出進一步申索。
- The measurements of the Property are set out under Appendix I to this Conditions of Sale.
   該物業的量度尺寸載於本出售條款的附件 I。
- The sale and purchase of the Property includes the fittings, finishes and appliances as stated in Appendix II to this Conditions of Sale.
   該物業買賣所包括的裝置、裝修物料及設備載列於本出售條款的附件 II。

- 13. Without prejudice to Sections 13 and I3A of the Conveyancing and Property Ordinance (Cap. 219, Laws of Hong Kong), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下,賣方不 得限制買方根據法律就業權提出要求或反對的權利。
- 14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" as set out in Appendix III and fully understands its contents. 買方已確認收到於本出售條款附件 III 所附載的「對買方的警告」的中英雙語文本,並完全明白其內容。
- 15. Save and except the preliminary deposit, all deposit(s), part payment(s) of the Purchase Price and balance of the Purchase Price shall be made by cashier orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions in the Tender Document. All payments of the Purchase Price shall be paid at or before 4:30p.m. on the dates as stipulated in the Form of Tender. 除臨時訂金外,所有訂金、部分樓價及樓價餘款必須以銀行本票繳付。買方必須 根據本臨時合約的規定繳付樓價。所有樓價付款均須在本臨時合約規定的日期下 午四點半前繳付。
- 16. The Vendor will sell and the Purchaser will purchase the Property on an "as is" basis and in the physical state and condition as it stands at the Purchase Price and on the terms set out in this Preliminary Agreement. The Purchaser purchases the Property with full knowledge of the physical condition of the Property and fittings and finishes therein and take them as they stand. 賣方將按本臨時合約列出之樓價及條款出售本物業,買方亦將按該等樓價及條款 購買本物業,本物業將以「現狀」及實質狀況出售。在購買本物業時,買方是完 公知業本物業及本期費及條款出售本物料的實質性況及作用方出現在性況不時

全知悉本物業及本物業內的裝置及裝修物料的實質狀況及接受其現有狀況而購買的。 It is hereby agreed and declared that this Preliminary Agreement is personal to the

- Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party. 買賣雙方特此同意並聲明本臨時合約只適用於買方個人,買方無權要求賣方與其他人士簽署正式合約,亦無權將本臨時合約權益轉讓給第三者。
- 18. Unless otherwise agreed by the parties hereto, each party shall be responsible for its/ his/ her own solicitor's fee. All disbursements relating to the sale and purchase of the Property (including stamp duty, registration fees, search fees, copying charges, fees for certified copy of the title deeds and documents, and also the fees for preparation of the plans of the Property for use in connection with the sale and purchase) shall be borne and paid by the Purchaser solely. 除非買賣雙方另有協議,買賣雙方須負責其各自之律師費。此外,買方須負責及 繳付有關本物業買賣之所有開支,包括印花稅、註冊費、查冊費、影印費、制備
- 19. The Purchaser will be required to covenant with the Vendor in the Formal Agreement

業權契據及核證副本之費用及擬備關於買賣本物業的圖則費。

17.

to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-買方須與賣方在正式合約中訂明,若買方於本物業買賣完成前轉售本物業或將正

買方須與賣方在正式合約中訂明,若買方於本物業買賣完成前轉售本物業或將正 式合約權益轉讓予第三者,則每個轉購人、受贈人、獲提名人、受益人、受權人 或其他承讓人:-

- (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and 在以後的轉售合約或其他協議中列明所有確認人、獲提名人及其他買、賣 本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址),及全 數金額或其他代價,包括任何佣金、訂購或代理費用、或任何在期間交易 所需繳付予任何人士的款項(除付予賣方作為購買本物業的代價之外),
  - 及
- (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as Clause 19(i) above.
  在以後的轉售合約中訂明,或在其他合約中加上有約束力的條文,致使每個轉購人或其他承讓人或新買家履行第 19(i) 項中的責任。
- 20. Subject as mentioned in this Preliminary Agreement, the Vendor shall sell and the Purchaser shall purchase the Property with vacant possession. The Vendor and the Purchaser agree to complete the sale and purchase of the Property on or before the Completion Date. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the relevant deed(s) of mutual covenant.

除本臨時合約另有規定外,本物業是以交吉形式出售。買賣雙方同意在成交日期 或之前完成交易。買方同意於成交時簽署一份受本物業相關大廈公契規限之轉讓 契。

- The Vendor shall be entitled not to accept any power of attorney, trustee or nominee of the Purchaser in relation to execution of the Formal Agreement. The Purchaser himself shall personally execute the Formal Agreement. 賣方有權不接受買方之受權人、 信託人或獲提名人代其簽署正式合約,買方必 須親自簽署正式合約。
- 22. The Vendor reserves the right to rectify any errors or omissions in calculating the Purchase Price referred to in this Preliminary Agreement and the amount of the Purchase Price shall be as stated in the Formal Agreement. 賣方保留修改本臨時合約中樓價在計算方面之錯誤及遺漏之權利,而正式之樓價

將於正式合約中列明。

- The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
   本物業是印花稅條例第 29A(1) 條含義中所規定的住宅物業。
- 24. The Purchaser shall pay to the Manager or the Vendor all management fees deposits, building fund contribution, debris removal charges, advance payment of management fees and other payments and deposits which may be charged by the Manager under or pursuant to the Deed of Mutual Covenant, and the Purchaser shall reimburse the Vendor of such payment already paid by the Vendor and any other deposits paid by the Vendor. 買方須繳付予管理人或賣方一切管理費按金、設備基金、泥頭清理費、預付管 理費及其他管理人根據大廈公契可收取之費用及按金,買方並須償還予賣方已代 其支付的任何上述費用及一切其他已支付的按金。
- Time is of the essence of this Preliminary Agreement.
   本臨時合約所規定之期限均須嚴格遵守。
- 26. The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
   買方之通訊地址及電話號碼如有任何更改,須以書面通知賣方。
- 27. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement dated 16 January 2017 and registered in the Land Registry by Memorial No.17020302540028.
  本物業將受制及受惠於日期為 2017 年1月16日的公契及管理協議(土地註冊處 註冊摘要號碼 17020302540028)。
- 28. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
  賣方和買方無意賦予任何第三者權利以《合約(第三者權利)條例》(第623章)(『合約第三者權利條例』)為依據強制執行本臨時合約下任何 條款,並且同意摒除該合約第三者權利條例適用於本臨時合約,惟受以下 第(b)款及第(c)款的規定限制。
  - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621). 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才 不在該合約第三者權利條例的適用範圍內:就是說,在排除該合約第三者 權利條例到該項條款的適用時,並無違反《一手住宅物業銷售條例》(第 621章)的情況下。
  - (c) If any term of this Preliminary Agreement is not excluded from the application

of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-若本臨時合約任何條款因上述第(b)款的規定沒有從該合約第三者權利條 例的適用範圍內排除,而第三者(在該合約第三者權利條例定義)可依據 該條例強制執行任何該等條款時:

- this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若 撤銷權存在),而該合約第三者權利條例第6(1)條將不適用於本臨 時合約;及
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
   賣方和買方依據第三者權利條例第 6(4)(b)條特此通知該第三者有 關上述第(c)(i)款的規定。
- 29. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail. 倘若本臨時合約中英文本有差異,以英文文本為準。

<u>出售條款附件 I</u> <u>Appendix I to Conditions of Sale</u>

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

(a)	The saleable area of the Property is 本物業的實用面積為	424.685	square metres / 平方米/ square	4,571	square feet, of which - 平方呎,其中 —	
		7.639	metres / 平方米/	82	square feet is the floor area of the bald 平方呎為露台的樓面面積;	cony;
		N/A 不適用	square metres / 平方米/	N/A 不適用	square feet is the floor area of the utili platform; and 平方呎為工作平台的樓面面積;及	ity
		N/A 不適用	square metres / 平方米/	N/A 不適用	square feet is the floor area of the vera 平方呎為陽台的樓面面積;	andah;
(b)	other measurements are: - 其他量度尺寸為:—					
	the area of the air-conditionin room is 空調機房的面積為	g plant	N/A 不適用	square metres / 平方米/	N/A square feet; / 不適用 平方呎;	
	the area of the bay window is 窗台的面積為		N/A 不適用	square metres / 平方米/	N/A square feet; 、 不適用 平方呎;	
	the area of the cockloft is 閣樓的面積為		N/A 不適用	square metres / 平方米/	N/A square feet; 、 不適用 平方呎;	
	the area of the flat roof is 平台的面積為		124.875	square metres / 平方米/	1,344 square feet; 平方呎;	
	the area of the garden is 花園的面積為		N/A 不適用	square metres / 平方米/	N/A square feet; / 不適用 平方呎;	
	the area of the parking space i 停車位的面積為	s	30.875	square metres / 平方米/	332 square feet; 平方呎;	
	the area of the roof is 天台的面積為		12.208	square metres / 平方米/	131 square feet; 平方呎;	
	the area of the stairhood is 梯屋的面積為		10.171	square metres / 平方米/	109 square feet; 平方呎;	
	the area of the terrace is 前庭的面積為		N/A 不適用	square metres / 平方米/	N/A square feet; / 不適用 平方呎;	
	the area of the yard is 庭院的面積為		36.498	square metres / 平方米/	393 square feet; 平方呎;	

## <u>出售條款附件 II</u> Appendix II to Conditions of Sale

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

#### Unit A, No. 33 Blue Pool Road 藍塘道 33 號 A 單位

#### Interior Finishes 室內裝修物料

Internal wall: Internal walls of living room and dining room are finished with emulsion paint, wall covering and mirror. Internal walls of family room and bedrooms are finished with emulsion paint and wall covering. Master bedroom is finished with emulsion paint, wall covering, timber veneer and timber with lacquer.

內牆:客廳及飯廳的牆身髹乳膠漆、牆布及鏡。起居室及睡房的牆身髹乳膠漆及牆 布。主人睡房的牆身髹乳膠漆、牆布、木紋飾板及木板亮漆飾面。

Ceiling: False ceiling at living room, dining room, family room and bedrooms are finished with gypsum board with emulsion paint.

天花板:客廳、飯廳、起居室及睡房的天花鋪設石膏板和髹乳膠漆。

Internal Floor: Internal floor of living room and dining room are finished with natural stone and timber skirting. Family room and bedrooms are finished with engineered timber flooring and timber skirting.

內部地板:客廳及飯廳的地板採用天然石材地板及木地腳線。睡房、起居室鋪砌複合 木地板及木地腳線。

Entrance porch and staircase: Internal walls are finished with emulsion paint and mirror. False ceiling is finished with gypsum board with emulsion paint. Floor is finished with natural stone and timber skirting.

玄關及樓梯: 牆身髹乳膠漆及鏡。天花鋪設石膏板和髹乳膠漆。地板採用天然石材地板 及木地腳線。

Walk-in closet 2: Internal walls are finished with timber with lacquer, wall covering and mirror. False ceiling is finished with gypsum board and finished with enamel paint. Floor is finished with carpet.

步入式衣帽間 2: 內牆鋪設木板亮漆飾面、牆布及鏡。天花鋪設石膏板和瓷漆。地板鋪砌地毯。

Walk-in closet 3: Internal walls are finished with wall covering and mirror. False ceiling is finished with gypsum board and finished with enamel paint. Floor is finished with engineered timber flooring and timber skirting.

步入式衣帽間 3: 內牆鋪設牆布及鏡。天花鋪設石膏板和瓷漆。地板鋪砌複合木地板及 木地腳線。 Bathroom of Bedroom: Internal walls of bathroom 1 are finished with natural stone where exposed up to the false ceiling and glass. Internal walls of bathroom 2 are finished with natural stone where exposed up to the false ceiling and mirror. Internal walls of bathroom 3 are finished with natural stone where exposed up to the false ceiling. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board with enamel paint.

睡房浴室:睡房浴室1內牆外露部份鋪飾天然石材至假天花位置及玻璃。睡房浴室2 內牆外露部份鋪飾天然石材至假天花位置及鏡。睡房浴室3內牆外露部份鋪飾天然石 材至假天花位置。天然石材鋪設於地板外露部份。天花鋪設石膏板和瓷漆。

Lavatory: Internal walls are finished with timber with lacquer and mirror up to the false ceiling. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board with enamel paint.

洗手間:內牆外露部份鋪飾木板亮漆飾面及鏡至假天花位置。天然石材鋪設於地板外露部份。天花鋪設石膏板和瓷漆。

Master Bathroom: Internal walls are finished with natural stone where exposed up to the false ceiling and mirror. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board with enamel paint.

主人浴室:內牆外露部份鋪飾天然石材至假天花位置及鏡。天然石材地板鋪設於地板 外露部份。天花鋪設石膏板和瓷漆。

Utility Bathroom: Internal walls and floor are finished with porcelain tiles where exposed up to false ceiling. False ceiling is fitted with gypsum board with enamel paint.

多用途浴室:內牆及地台外露部份鋪飾瓷磚至假天花位置。天花鋪設石膏板和瓷漆。

Utility Room: Internal walls and floor are finished with porcelain tiles where exposed up to false ceiling False ceiling is fitted with gypsum board with emulsion paint. Cooking bench is finished with artificial stone.

多用途室:內牆及地台外露部份鋪砌瓷磚至假天花位置。天花鋪設石膏板,表面髹乳 膠漆。灶台裝修物料為人造石。

Storeroom 1: Internal walls are finished with are finished with emulsion paint up to false ceiling. Floor is finished with porcelain tiles where exposed up to false ceiling and timber skirting. False ceiling is fitted with gypsum board with emulsion paint.

儲物室1:內牆牆身髹乳膠漆。地台外露部份鋪砌瓷磚至假天花位置。天花鋪設石膏 板和髹乳膠漆。

#### **Interior Fittings**

#### Bathroom of Bedrooms:

Bathroom 1: Fitted with natural stone countertop on wooden cabinet finished with natural stone, mirror cabinet fitted with mirror demister and built-in rack finished with natural stone. Fittings and equipment include vitreous china water closet, wash hand basin and bathtub embedded in natural stone fixture (sizes 1800 mm (L) X 800 mm (W) X 430mm H) with chrome-plated mixers, towel rack, towel bar, paper holder, mirrors, thermal ventilator and heated towel rail. Digital thermostatic valve set and air extraction system inside false ceiling are provided.

Bathroom 2: Fitted with natural stone countertop on wooden cabinet finished with natural stone, mirror fitted with mirror demister and built-in rack finished with natural stone. Fittings and equipment include vitreous china water closet, wash hand basin and bathtub embedded in natural stone fixture (sizes 1800 mm (L) X 800 mm (W) X 430mm H) with chrome-plated mixers, towel rack, towel bar, paper holder, mirrors, thermal ventilator, heated towel rail and motorized blind. Shower cubicle is fitted with chrome-plated shower set. Digital thermostatic valve set, VRV air conditioner (shared with bedroom's unit) and air extraction system inside false ceiling are provided.

Bathroom 3: Fitted with natural stone countertop on wooden cabinet finished with lacquer, mirror fitted with mirror demister and built-in rack finished with natural stone. Fittings and equipment include vitreous china water closet and wash hand basin. Shower cubicle is fitted with chrome-plated mixers, towel rack, towel bar, paper holder, mirrors, thermal ventilator, heated towel rail and motorized blind. Shower cubicle is fitted with chrome-plated shower set. Digital thermostatic valve set, VRV air conditioner (shared with bedroom's unit) and air extraction system inside false ceiling are provided.

睡房浴室:

睡房浴室1:裝設天然石材檯面,配以天然石材飾面木櫃、裝有鏡底除霧貼的鏡櫃及 入牆式天然石材飾面架。裝置及設備包括陶瓷座廁、洗手盆及浴缸(尺寸1800毫米長 X800毫米闊X430毫米高)連鍍鉻冷熱水龍頭、毛巾架、毛布杆、廁紙座、鏡、浴室 寶及加熱毛巾架。另提供地板暖氣系統和假天花抽風系統。

睡房浴室2:裝設天然石材檯面,配以天然石材飾面木櫃、裝有鏡底除霧貼的鏡面及 入牆式天然石材飾面架。裝置及設備包括陶瓷座廁、洗手盆及浴缸(尺寸1800毫米長 X800毫米闊X430毫米高)連鍍鉻冷熱水龍頭、毛巾架、毛布杆、廁紙座、鏡、浴室 寶、加熱毛巾架及電動窗簾。淋浴間裝設鍍鉻花灑水龍頭。另提供地板暖氣系統、可 變冷媒流量空調系統(與睡房共用)和假天花抽風系統。

睡房浴室3:裝設天然石材檯面,配以油漆飾面木櫃、裝有鏡底除霧貼的鏡面及入牆 式天然石材飾面架。裝置及設備包括陶瓷座廁、洗手盆連鍍鉻冷熱水龍頭、毛巾架、 毛布杆、廁紙座、鏡、浴室寶、加熱毛巾架及電動窗簾。淋浴間裝設鍍鉻花灑水龍 頭。另提供地板暖氣系統、可變冷媒流量空調系統(與睡房共用)和假天花抽風系 統。

Master Bathroom: Fitted with natural stone countertop on wooden cabinet finished with natural stone and lacquer, mirror fitted with mirror demister and built-in racks finished with natural stone or lacquer. Fittings and equipment include intelligent toilet and vitreous china wash basin, and quarry cast freestanding bathtub (sizes 1700 mm L X 800 mm W X 600 mm H) with chrome-plated mixers, bath TV, towel rack, towel bar, paper holder and thermal ventilator, heated towel rail and motorized blind. Shower cubicle is fitted with chrome-plated shower set, steam generator and shower bench finished with natural stone. Digital

thermostatic valve set, VRV air conditioner (shared with master bedroom's unit) and air extraction system inside false ceiling are provided.

主人浴室:主人浴室裝設天然石材檯面,配以天然石材及木紋飾面木櫃、裝有鏡底除 霧貼的鏡面、入牆式天然石材飾面架及入牆式木紋飾面架。裝置及設備包括智能座 廁、洗手盆及獨立式仿石浴缸(尺寸1700毫米長X800毫 米闊X600毫米高)連鍍鉻 冷熱水龍頭、毛巾架、毛布杆、廁紙座、浴室寶、加熱毛巾架及電動窗簾。淋浴間裝 設鍍鉻花灑水龍頭、蒸汽裝置及天然石材飾面長椅。另提供地板暖氣系統、可變冷媒 流量空調系統(與睡房共用)和假天花抽風系統。

Lavatory: Fitted with built-in glass rack. Fittings and equipment include vitreous china water closet, quarry cast wash hand basin with chrome-plated faucet, towel bar and paper holder.

洗手間:洗手間裝設玻璃層架。裝置及設備包括陶瓷座廁、仿石洗手盆連鍍鉻水龍頭、毛布杆及廁紙座。

Utility Bathroom: Fitted with wooden cabinet finished with lacquer and mirror cabinet. Fittings and equipment include vitreous china water closet, wash hand basin with chromeplated faucet, towel handle, paper holder. Shower cubicle is fitted with chrome-plated shower set. Air extraction system is provided. There is no bathtub for the utility bathroom.

多用途浴室:多用途浴室裝設木板亮漆飾面木櫃及鏡櫃。裝置及設備包括陶瓷座廁、 洗手盆連鍍鉻水龍頭、毛布圈、廁紙座。淋浴間設有鍍鉻花灑水龍頭。另提供抽氣系 統。多用途浴室不設置浴缸。

Kitchen: Kitchen cabinet fitted with MDF cabinet door in lacquer finish, MFC base cabinet in lacquer finish and sliding bench made of solid hardwood timber. Cabinet fitted with stainless steel sink, chrome-plated sink mixer, 3-burner chinese gas stove system, single-head gas hob, duel-head induction hob, built-in electric single oven, built-in electric microwave oven, built-in electric steam oven, built-in freezer, built-in dishwasher, built-in wine cellar, exhaust hood, food waste disposer, kitchen TV, gas water heater remote control. VRV air conditioner (indoor unit) and air extraction system inside false ceiling are provided.

廚房:廚櫃裝設亮漆面 MDF 櫃門,MFC 地櫃櫃身採用亮漆飾面,實硬木滑動檯面。 廚櫃裝有不銹鋼洗滌盆、鍍鉻洗滌盆冷熱水龍頭、3 頭中式煤氣煮食爐、單頭嵌裝式 煤氣煮食爐、雙頭嵌裝式電磁煮食爐、嵌入式單頭電焗爐、嵌入式電微波爐、嵌入 式 電蒸爐、嵌入式冷藏櫃、嵌入式洗碗機、嵌入式酒窖、抽油煙機、廚餘處理器、 廚房 電視機、煤氣熱水爐遙控裝置,另假天花內置可變冷媒流量空調機及抽氣系統。

Utility Room: Fitted with built-in induction hob, built-in electric microwave oven, built-in refrigerator, built-in washer dryer, free standing washer, free standing dryer, built-in induction hob, VRV air-conditioner (indoor unit), exhaust fan, dehumidification system and cooker hood.

多用途房:嵌入式電磁煮食爐、嵌入式電微波爐、嵌入式雪櫃、嵌入式洗衣乾衣機、 獨立式洗衣機、獨立式乾衣機、嵌入式電磁爐、可變冷煤流量空調機(室內裝置)、抽 氣扇、抽濕機、抽油煙機。 Appliances: VRV Air-Conditioner (Indoor Unit), home automation control panel, television, 9.2 CH network AV receiver, powered subwoofer, invisible in-ceiling speaker, motorized blind, flat soundbar with wireless subwoofer, safe, roller shutter, exhaust fan, gas barbeque grill, refrigerator, temperature-modulated circulating type water heater.

設備:可變冷媒流量空調機(室內裝置)、家居自動化控制屏、電視、9.2 聲道網絡影 音擴音機、電動超低音喇叭、隠形嵌天花音箱、電動窗簾、長條型喇叭連無線超低音 喇叭、保險箱(只限女衣帽間)、捲閘、抽氣扇、燒烤爐、雪櫃、循環式恆溫煤氣熱水 爐。

#### 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。

#### Form of Tender 投標表格

- To: Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司) as sales agent for Lockoo Limited
- 致: 恒隆地產代理有限公司 作為 Lockoo Limited 的出售代理人
- 1. I/We (whose name(s) and address specified in the schedule to this Form of Tender), having read the Tender Document, hereby irrevocably offer to purchase the Property from the Vendor at the Purchase Price specified in the schedule to this Form of Tender below as one single transaction and on the terms and conditions of this Tender Document and the Conditions of Sale.

本人/ 我們(名稱及地址已載於本投標表格附表)已閱讀本招標文件的條款,現不可撒 銷地提出要約根據本投標表格附表所載的樓價以單一交易形式購買該物業,並受本招標 文件及出售條款及細則所約束。

- I/ We further agree that:-本人/我們進一步同意:
  - (a) the Purchase Price shall be paid by me/us in the manner as specified in the schedule to this Form of Tender 本人/ 我們將根據本投標表格附表所載的方式繳付樓價;
  - (b) if this Tender is accepted, this Tender Document together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Document and I/we will be bound by the Tender Document and the Conditions of Sale to 如本投標書獲賣方接納,則本招標 文件連同接受通知書將會構成本人/ 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,而本人/我們將按照出售條款:-
    - pay the further deposit and balance of the Purchase Price in the manner as specified under the schedule to this Form of Tender; 按本投標表格附表所示 的方式支付進一步訂金及樓價的餘款;
    - (ii) sign the Formal Agreement in accordance with clause 9(b) of the Tender Notice; and 根據招標公告的第 9(b) 條簽署正式合約;及
    - (iii) complete the purchase of the Property in accordance with the Tender Document and the Formal Agreement as signed. 根據招標文件及正式合約 的條款完成購買該物業。

- 3. I/ We declare and confirm that 本人/我們現聲明並確認:-
  - □\* I am/We are NOT introduced by any intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們<u>不是</u>經由任何中介人提交標書購買該物業。
  - □\* (i) I am/We are introduced by the Intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們是經由中介人介紹向賣方提交標書 購買該物業。

\*Please tick where applicable \*請於適當的格上填上「✔」號

- (ii) 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 me/us, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. 中介人並無作出亦沒有獲賣方授權 代表賣方作出任何口頭或書面的協議、承諾或陳述,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、承諾或陳述向本人/我們、中介人 或任何其他人負責。
- (iii) 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 Purchase Price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供 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。
- (iv) the Vendor is not and will not be involved in any disputes between the Intermediary and me/us. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement and the Formal Agreement. 本人/我們與中介人之任 何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時合約及正式進 行。

- I/ We declare and confirm that:-本人/ 我們聲明及確認:-
  - (a) □<sup>#</sup> I am/We are NOT a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621). 就《一手 住宅物業銷售條例》(第 621 章)而言,本人/我們並<u>不是</u>賣方的「有 關連人士」。
    - □# I am/ We are a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap.621) in the following way 就《一手住宅物業銷售條例》(第 621 章)而言,本人/ 我們為賣方的「有關連人士」,詳情如下:-

<sup>#</sup>Please tick where applicable and fill in the relevant information <sup>#</sup> 請於適當的格上填上「✓」 號並填上有關資料

Remarks 備註: For the purposes of this declaration:-就本聲明而言,

- (a) a person is a related party to the Vendor if that person is: 如有以下情況,某人即屬賣方的「有關連人士」:
  - (i) a director of the Vendor, or a parent, spouse or child of such a director;
     該人是賣方的董事,或該董事的父母、配偶或子女;
  - (ii) a manager of the Vendor;
     該人是賣方的經理;
  - (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
     該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
  - (iv) an associate corporation or holding company of the Vendor; 該人是賣方的有聯繫法團或控權公司;
  - (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or 該人是上述有聯繫法團或控權公司的董事,或該董事的父母、 配偶或子女;或
  - (vi) a manager of such an associate corporation or holding company. 該人是上述有聯繫法團或控權公司的經理。
- (b) "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).
  「經理」具有《公司條例》(第622章)第2(1)條所給予的涵義,而「 私人公司」具有《公司條例》(第622章)第11條所給予的涵義。
- (b) I/We declares and confirms that the above information provided in this paragraph 4 is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.

本人/我們謹此聲明及確認本第4段提供之資料為真實及準確。如任何買方 提供之資料須要修正或已更改,買方同意及承諾儘快通知賣方。

- 5. I/ we confirm and acknowledge before the submission of the Form of Tender 本人/ 我們謹此 確認及知悉在提交投標表格之前:-
  - □ <sup>@</sup> The Vendor has made the Property available for viewing by me/ us and I/ we have viewed the Property at the following date and time:-賣方已開放該物業供買方參觀,且本人/我們已於下列日期及時間參觀過該 物業:

Date and time 日期及時間:

□<sup>@</sup> I/We understand that I/we have the right to view the Property before the submission of the Form of Tender and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so. 本人/我們明白本人/ 我們有權 在提交投標表格前參觀該物業,而賣方已邀請本人/我們參觀該物業,但本 人/我們拒絕參觀該物業。

> <sup>@</sup>Please tick where applicable and fill in the relevant information <sup>@</sup>請於適當的格上填上「✓」號並填上有關資料

- I/ we have read the Personal Data Collection Statement (the "Statement") as set out under Appendix B to the Tender Notice and agree to its term.
   本人已閱讀招標公告附件 B 附載的「收集個人資料聲明」(「聲明」)並同意其條款。
  - □ By checking this box, I/ we instruct the Agent (as defined in the Personal Data Collection Statement) <u>NOT</u> to use my/our personal data for the Voluntary Purposes described in Statement, including transfer of my personal data to the Vendor or the Agent. (*If I/we do not check this box, I/we understand that the Agent <u>will</u> use my/our personal data for its Voluntary Purposes described in the Statement and transfer my/our personal data to the Vendor for the Voluntary Purposes described in the Statement.)*
  - 本人/我們在此空格加上剔(「✓」)號,即表示本人/我們指示代理(根據聲明 中定義)不得使用本人/我們的個人資料作於聲明中所述自願性用途,包括把 本人/我們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/我們明白,地產代理將會使用本人/我們的個人資料作其於聲明 中所述的自願性用途並把本人的個人資料轉移予發展商作聲明中所述自願 性用途。)
- The following documents are submitted with this Tender Document:-本招標文件已同時附上下列文件:
  - □ one or more cashier order(s) or cheque(s) issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "Banking Ordinance") and made payable to "Johnson Stokes & Master" for the sum equivalent to 5% of the Purchase Price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale, amongst which HK\$5,000,000 is drafted in of Hong Kong Dollar cashier order(s)

由根據香港法例第155章《銀行條例》(「銀行條例」)第16條領有牌照的 銀行開出以「孖士打律師行」為抬頭人的一張或多張銀行本票或支票,其 金額相等於投標者開出的物業樓價的5%(在投標表格及出售條件中指明) ,其中 HK\$5,000,000以港幣銀行本票支付

- □ copy of HKID Card/ Passport (for individual Tenderer only) 香港身份證/護照副本(只適用於個人投標者)
- copy of Business Registration Certificate (if applicable) and Certificate of Incorporation (for corporate Tenderer only)
   商業登記證(如有的話)及公司註冊證書副本(只適用於公司投標者)
- (i) board resolutions of Tenderer; 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 Tenderer being 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) (for corporate Tenderer only)
   (i)公司董事會決議副本;及(ii)最近期的周年申報表(表格 NAR1)或法團成立表格(股份有限公司)(表格 NNC1),或倘若投標者是依據《公司條例》第 16 部註冊的非香港註冊公司,則須提供註冊非香港公司最近期的周年申報表(表格 NN3)或註冊成為非香港註冊公司的申請表(表格 NN1)(*只適用*
- 8. I/We acknowledge receipt of a copy of the warning notice under appendix III to the Conditions of Sale and fully understand the contents thereof.

本人/我們已收到出售條款附件 III 所載的警告之副本及完全明白此警告之內容。

9. I/ We, the Tenderer, have read the entire Tender Document and agree to be bound by and confirm my/ acceptance of the terms and conditions under the Tender Document. I/ We further represent and warrant that the information given in this Form of Tender (together its schedule) is in all respects true and accurate in all respects.

本人/我們,投標者,已細閱整份投標文件並同意接受並受制於投標文件的條款與細則。本人/ 我們進一步陳述及保證本投標表格(包括其附表)的內容在各方面均為真實及 正確。

Signature(s) of Tenderer/ Authorized Signatory(ies) of the corporate Tenderer: 投標者/公司投標者的授權代表簽署:

Name of Tenderer/ Authorized Signatory(ies) of the corporate Tenderer: 投標者/公司投標者的授權代表姓名:

於公司投標者)

Date: 日期:

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# Schedule to the Form of Tender 投標表格的附表

Particulars of the Tenderer 投標者的詳情	
Name of Tenderer: 投標者姓名:	
HKID No./ Passport No./ Business Registration No. of Tenderer: 投標者香港身份證號碼/護照號碼/ 商業登記號碼:	
Correspondence Address in Hong Kong of Tenderer: 投標者的香港聯絡地址:	
Telephone number of Tenderer: 投標者的電話號碼:	
Facsimile No./Email Address of Tenderer: 投標者的傳真號碼/電郵號碼:	
Intermediary (if any) 中介人(如有)	
Name of Estate Agency (if any) appointed by Tenderer: 投標者委託的地產代理(如有)名 稱:	
Name of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員 (如有)名稱:	
Licence No. of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員 (如有)牌照號碼:	
Contact Details of Estate Agency (if any) appointed by Tenderer:	

投標者委託的± 式:	產代理的聯絡方
Purchase Price 樓價	
Purchase Price (H 樓價(港幣):	(\$):
<b>Terms of Payme</b> The terms of payn 投標者須按以下	ent of the Purchase Price is as follows:-
PAYMENT PLAN 付款計劃	<ul> <li>(a) HK\$ , which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender, i.e. the date of the Letter of Acceptance issued by the Vendor;</li> <li>港幣元,即樓價的 5%,為臨時訂金, 於賣方接受本投標時(即賣方發出接受通知書當日)支付;</li> <li>(b) HK\$ , which is equal to 15% of the Purchase Price, being further deposit shall be paid upon the signing of the Formal Agreement;</li> <li>港幣元,即樓價的 15%,為進一步訂 金,於簽署正式合約時支付;</li> </ul>
	<ul> <li>(c) HK\$ , which is equal to 80% of the Purchase Price, being the balance of the Purchase Price shall be paid within 120 days from the date of the Letter of Acceptance.</li> <li>港幣 元,即樓價的 80%,為樓價的餘</li> </ul>
	款,須於接受通知書發出日期起計的 120 天内支付。 If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the working day falling on the expiry of 120 days from the date of issuance of the Notice of Acceptance by the Vendor. 倘本投標為賣方所接受,則該物業買賣的成交將於接受通知 書發出日起計的 120 天屆滿的首個工作天當天或之前的辨公 時間進行。

# 附件 Annex

(附件不屬於招標文件的一部份。) (The Annex does not form part of the Tender Document.)

- 1.
   贈品、財務優惠或利益的列表

   List of gifts, financial advantage or benefits
- 關於傢俱及物件的信函(投標者須簽署本信函並連同招標文件一拼遞交)
   Letter relating to furniture and chattels (this letter should be signed and submitted together with the Tender Document)

# 附件 1 Annex 1

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

- 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。
   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.
- 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.
- 所有提供予買方的贈品、財務優惠或利益予僅對買方有效,且買方無權向任何其它人仕 出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。
   All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.
- 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 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.
- 銀行會根據香港金融管理局的指引,將第二按揭貸款的條款納入銀行的按揭審批考慮。
   詳情請向有關銀行查詢。
   The bank will, in the course of approving any mortgage, take into account the terms and conditions of the second mortgage in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
- 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 capitalized terms in this List of gifts, financial advantage or benefits, unless otherwise defined, shall have the meaning ascribed to them in the Tender Document.

# Stamp Duty Cash Rebate 印花稅現金回贈

(a) Subject to paragraph (b) below, the Purchaser shall be entitled to: 受制於以下第(b)段,買方可享有:-

Stamp Duty Cash Rebate being the amount equals to the percentage as set out in the table below (the "Stamp Duty Cash Rebate") of the Purchase Price as stated in the Formal Agreement. For the avoidance of doubt, the amount of Stamp Duty Cash Rebate is limited to the amount mentioned below regardless of the actual amount of stamp duty payable by the Purchaser.相等 於「正式合約」上所載該物業的樓價以下列表格所指明的百分比計算「印花稅現金回贈」(「印花稅現金回贈」)。為免生疑問,「印花稅現金回贈」的金額只限於以下所寫的金額,而不受有關買方實際應付的印花稅的影響。

Stamp Duty Cash Rebate 印花稅現金回贈	Percentage of Purchase Price 樓價的百分比
	4.25%

- (b) The Purchaser shall fulfill the following conditions for its entitlement of the Stamp Duty Cash Rebate:-買家須履行下列各項條件以符合「印花稅現金回贈」的資格:-
  - (i) the Purchaser shall execute a legally binding Formal Agreement of the Property (in the form prescribed by the Vendor without amendments) in accordance with the terms and conditions of the Preliminary Agreement; 買方須按照「臨時合約」的條款與細則,簽署一份有法律約束力的正式合約(按賣 方規定的格式及不得作出修改);
  - (ii) the Purchaser shall make payment of the further deposits and part payment of Purchase Price within the time specified in the Formal Agreement and perform and observe all other terms and conditions in the Preliminary Agreement and the Formal Agreement;
     買方須於「正式合約」規定的限期內支付進一步訂金及部份樓價,並履行及遵守「臨時合約」
     和「正式合約」所有其他條款與細則;
  - (iii) the Purchaser shall first make payment of the full amount of the stamp duty chargeable on the Preliminary Agreement and the Formal Agreement (and any additional stamp duty and penalty) within the time limit as prescribed by the law; and 買方須於法律規定的限期內 先行繳付對「臨時合約」 和「正式合約」徵收的印花稅全部金額(及任何附加印花稅及罰款);及
  - (iv) the Purchaser shall have paid the full amount of Purchase Price (after deducting the amount of Stamp Duty Cash Rebate) to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Formal Agreement. 買方須於「正式合約」規定的成交日期或 之前,向賣方支付(扣除「印花稅現金回贈」的金額)全部樓價及完成「該物業」的買賣。
- (c) Subject to and conditional upon your fulfilling of all the obligations in paragraph (b) above, the Vendor will apply the Stamp Duty Cash Rebate for part payment of Purchase Price of the Property. 在買方履行以上第(b)段所有責任的前提下,賣方將會直接於該物業成交時將「印花稅現金回贈」 用於支付該物業的部份樓價餘款。

# Jardine's Lookout Cash Rebate 渣甸山畔現金回贈

(a) Subject to paragraph (b) below, the Purchaser shall be entitled to: 受制於以下第(b)段,買方可享有:-

Jardine's Lookout Cash Rebate being the amount equals to the percentage as set out in the table below (the "Jardine's Lookout Cash Rebate") of the Purchase Price as stated in the Formal Agreement. 相等於「正式合約」上所載該物業的樓價以下列表格所指明的百分比計算「渣甸山畔現金回贈」 (「渣甸山畔現金回贈」)。

Jardine's Lookout Cash Rebate 渣甸山畔現金回贈	Percentage of Purchase Price 樓價的百分比	
	6.75%	

(b) The Purchaser shall fulfill the following conditions for its entitlement of the Jardine's Lookout Cash Rebate:-

買方須履行下列各項條件以符合「渣甸山畔現金回贈」的資格:-

- (i) the Purchaser shall execute a legally binding Formal Agreement of the Property (in the form prescribed by the Vendor without amendments) in accordance with the terms and conditions of the Preliminary Agreement; 買方須按照「臨時合約」的條款與細則,簽署一份有法律約束力的正式合約(按賣方規定的格 式及不得作出修改);
- (ii) the Purchaser shall make payment of the further deposit, part payment and balance of the Purchase Price within the time specified in the Formal Agreement and perform and observe all other terms and conditions in the Preliminary Agreement and the Formal Agreement; and 買方須於「正式合約」規定的限期內支付進一步訂金、部份付款及樓價餘額,並履行及遵守「 臨時合約」和「正式合約」所有其他條款與細則;及
- (iii) the Purchaser shall have paid the full amount of the Purchase Price to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Formal Agreement. 買方須於「正式合約」規定的成交日期或之前,向賣方支付全部樓價及完成「該物業」的買賣。
- (c) Subject to and conditional upon your fulfilling of all the conditions in paragraph (b) above, the Vendor will apply the Jardine's Lookout Cash Rebate for part payment of the Purchase Price of the Property. 在買方履行以上第(b)段所有責任的前提下,賣方將會直接於該物業成交時將「渣甸山畔現金回 贈」用於支付該物業的部份樓價餘款。

# Furniture and Chattels 傢俱與物件

The Purchaser shall receive the furniture and chattels displayed at the Property on completion of the sale and purchase (subject to the terms and conditions of the Agreement and other relevant documentation, which said terms and conditions include (without limitation) the followings : The Purchaser confirms and declares that the Purchaser fully understands and accepts in all respects the existing state, quality, condition, fitness and finishes of the furniture and chattels without any requisition or objection whatsoever in respect of the same and shall not be entitled to any claim and/or compensation in relation to the furniture and chattels nor terminate the Agreement by reason of the aforesaid. No warranty or representation whatsoever has been given or is made by the Vendor on the state, condition, quality, fitness or finishes of the furniture and chattels or as to whether any of the furniture and chattels is/are or will be in working condition for any purpose. The furniture and chattels will be delivered to the Purchaser upon completion on an "as-is" condition and "the then as-is" and "where is" basis at completion of the sale and purchase of the Property.

買方可於買賣完成時獲贈該物業內之傢俱與物件(受買賣合約及其他相關文件條款及條件限制,該等條 款及條件包括但不限於買方確認及聲明買方完全明白及接受傢俱與物件之現況、品質、狀態、性能及裝 修物料並且沒有對工程傢俱與物件有任何質詢或反對。買方不得就裝修設計、傢俱與物件作出任何有關 傢俱與物件之申索、賠償或/及補償亦不得終止買賣合約。買方沒有為傢俱與物件的狀況、品質、狀 態、性能或裝修物料或其是否或將會否在可運作狀況提供或作出任何保証或陳述,傢俱與物件將於成交 日以「現狀」、「屆時之現狀」及所在位置給予買方。

#### Letter relating to furniture and chattels 關於傢俱及物件的信函

Vendor 賣方	Lockoo Limited (樂古有限公司)
Development 發展項目	"23-39 Blue Pool Road", Hong Kong 香港"藍塘道 23-39"
Property 物業	Unit A, No.33 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong (the "Property") 香港"藍塘道 23-39"藍塘道 33 號 A 單位 (「本物業」)
<b>Purchaser</b> 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	

To : Vendor

致: 賣方

- The Purchaser agrees that all existing furniture and chattels provided in the Property (collectively the "Items") will be provided to the Purchaser on an "as-is", "the then as-is" and "where is" basis as at the date of completion of the sale and purchase of the Property. The Purchaser has duly inspected (or has been advised by the Vendor and offered the opportunity to inspect) the Items. 買方同意本物業內之現有傢俱及物件(統稱「該等物件」)將於本物業買賣成交時以「現狀」、「屆 時之現狀」及所在位置給予買方。買方已妥為視察(或賣方已建議及買方已獲機會視察)該等物件。
- 2. The Items are shown on the **list of Furniture and Chattels attached hereto** for indicative/reference purpose only. The Purchaser hereby declares that the Purchaser fully understands and accepts in all respects the existing state, quality, condition, fitness and finishes of the Items without any requisition or objection whatsoever in respect of the same and shall not be entitled to any claim and/or compensation in relation to the Items nor terminate the agreement for sale and purchase ("**Agreement**") by reason of the aforesaid. No warranty or representation whatsoever has been given or is made by the Vendor on the state, condition, quality, fitness of the Items or as to whether any of the Items is or will be in working condition for any purpose.

隨本信函附上該等物件之傢俱及物件表。該表只供指示/參考用途。買方聲明買方完全明白及接受 該等物件之現況、品質、狀態、性能及裝修物料並且沒有對該等物件有任何質詢或反對。買方不得 就前述事宜作出任何有關該等物件之申索或/及賠償亦不得終止買賣合約(「**買賣合約**」)。賣方沒 有為該等物件的狀況、品質、狀態、性能或裝修物料或其是否或將會否在可運作狀況提供或作出任 何保証或陳述。

- 3. The Purchaser has been specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. The Purchaser hereby agrees to waive any requisitions, objection and/or claim in relation to any and all of the Items and shall not be entitled to refuse to complete the purchase of the Property or to seek reduction in the purchase price or other relief by reason of the Vendor's failure to deliver any of the Items or any damage to any of the same. 賣方特別要求買方就以上諮詢獨立的法律意見,買方充份明白上述事宜的法律後果。買方茲同意不 會要求賣方就該等物件的任何或所有部份提出任何質詢,反對或/及索償。如賣方未能提供該等物 件或如該等物件有任何損毀,買方不能因此拒絕完成本物業的買賣交易或尋求減買價或其他緩 解。
- 4. This letter is independent of the Agreement. Nothing herein shall supersede or vary or modify and terms or conditions of the Agreement. This letter does not affect the rights and remedies of the Vendor or the Purchaser under the Agreement. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the Agreement will not in any way be

prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Agreement.

本函是獨立於買賣合約。本函不取代或修改或變更買賣合約的條款。本函不影響賣方或買方在買賣 合約下的權利和賠償。如賣方未能遵守或履行本函的任何責任,買賣合約的所有條款的運作,有效 性或可執行性將不受損害,變更或影響,而買方仍須遵守及履行買賣合約的所有條款。

- 5. The benefit in this letter is personal to the Purchaser and is only available to the Purchaser as a purchaser of the Property only (which for the avoidance of doubt excludes any other properties in the Development which the Purchaser has purchased or may purchase). The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.
  本函之利益為買方個人擁有,並只限於作為本物業之買方(為免生疑問,不包括買方已購入或將購入發展項目的其他物業)。本函賦予買方的權利和利益不能轉讓或轉移。
- 6. The Purchaser undertakes to the Vendor the following: (a) to keep the existence and contents of this letter in strictest confidence; (b) not to disclose this letter or any part hereof to any third party (save and except the Purchaser's own professional advisors or bankers or as may be required by law); and (c) not to register this letter at the Land Registry.

買方向賣方作出以下承諾:(a)將本函的存在及其內容嚴格保密;(b)不會向任何第三方(買方的 專業顧問、銀行或按法例規定除外)透露本函或其任何部份;及(c)不會將本函於土地註冊處登 記。

7. The parties to this letter do not intend any term of this letter to be enforceable 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. 買賣雙方無意賦予任何第三者權利以《合約(第三者權利)條例》(第 623 章)(「該條例」)為依據 強制執行本函下任何條款,並且同意摒除該條例適用於本函。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out. 經過詳盡及細心考慮本函之內容後,本人/吾等同意接受並同意接受並受本函所載之條款約束。

Signature(s) of the Purchaser(s) 買方簽署

Date 日期 :

- Note: The Chinese version is for reference only. In the event of any discrepancy between the English and Chinese versions of this letter, the English version shall prevail.
  - 註: 中文版本只作參考。倘若本函的中英文版本有歧義,以英文版本為準。

# <u>List of Furniture and Chattels</u> <u>傢俱及物件表</u>

# <u>List of Furniture and Chattels (for reference only)</u> 傢俱及物件表 (僅供參考)

Item No.	Description	Location	Quantity
F1	Console Table 玄關枱	Foyer 玄關	1
F2	Chair 椅子	Foyer 玄關	2
F3	Console Table 玄關枱	Dining Room 飯廳	1
F4	Dining Table 餐桌	Dining Room 飯廳	1
F5	Dining Chair 餐桌椅	Dining Room 飯廳	10
F6	Furnishing 擺設	Dining Room 飯廳	1
F7	Coffee Table 茶几	Living Room 客廳	2
F8	Side Table 角几	Living Room 客廳	2
F9	Small Coffee Table 小茶几	Living Room 客廳	1
F10	Sofa 沙發	Living Room 客廳	1
F11	Armchair 扶手椅	Living Room 客廳	1
F12	Lounge Chair 休閒椅	Living Room 客廳	2
F13	Dining Table 餐桌	Courtyard 庭院	1
F14	Dining Chair 餐桌椅	Courtyard 庭院	4
F15	Furnishing 擺設	Staircase 樓梯	1
F16	Nightstand 床頭櫃	Bedroom 1 睡房 1	2
F17	Study Desk 書桌	Bedroom 1 睡房 1	1
F18	Bench 長椅	Bedroom 1 睡房 1	1
F19	Desk Chair 椅子	Bedroom 1 睡房 1	1
F20	Bed 睡床	Bedroom 1 睡房 1	1
F21	Mattress 床褥	Bedroom 1 睡房 1	1
F22	Nightstand 床頭櫃	Bedroom 2 睡房 2	2
F23	Study Desk 書桌	Bedroom 2 睡房 2	1
F24	Bench 長椅	Bedroom 2 睡房 2	1
F25	Desk Chair 椅子	Bedroom 2 睡房 2	1
F26	Bed 睡床	Bedroom 2 睡房 2	1
F27	Mattress 床褥	Bedroom 2 睡房 2	1
F28	Coffee Table 茶几	Family Room 1 起居室 1	1
F29	Side Table 角几	Family Room 1 起居室 1	1
F30	Small Coffee Table 小茶几	Family Room 1 起居室 1	1
F31	Small Coffee Table 小茶几	Family Room 1 起居室 1	1
F32	Sofa 沙發	Family Room 1 起居室 1	1
F33	Lounge Chair 休閒椅	Family Room 1 起居室 1	1
F34	Ottoman 褥榻	Family Room 1 起居室 1	1
F35	Maid's Bed Set 成套床架	Maidroom 工人房	1

F36	Nightstand 床頭櫃	Bedroom 3 睡房 3	2
F37	Study Desk 書桌	Bedroom 3 睡房 3	1
F38	Bench 長椅	Bedroom 3 睡房 3	1
F39	Armchair 扶手椅	Bedroom 3 睡房 3	1
F40	Desk Chair 椅子	Bedroom 3 睡房 3	1
F41	Bed 睡床	Bedroom 3 睡房 3	1
F42	Mattress 床褥	Bedroom 3 睡房 3	1
F43	Dressing Chair 梳妝椅	Bedroom 3 Closet 睡房 3 衣帽間	1
F44	Nightstand 床頭櫃	Master Bedroom 主人睡房	2
F45	Sofa 沙發	Master Bedroom 主人睡房	1
F46	Armchair 扶手椅	Master Bedroom 主人睡房	1
F47	Bed 睡床	Master Bedroom 主人睡房	1
F48	Mattress 床褥	Master Bedroom 主人睡房	1
F49	Dressing Chair 梳妝椅	Master Closet 主人衣櫥	1
F50	Dining Table 餐桌	Flat Roof 平台	2
F51	Side Table 角几	Flat Roof 平台	2
F52	Bar Stool 吧櫈	Flat Roof 平台	2
F53	Dining Chair 餐桌椅	Flat Roof 平台	10
F54	Daybed 戶外沙發床	Flat Roof 平台	1
F55	Lounge Chair 休閒椅	Flat Roof 平台	2
F56	Parasol 遮陽傘	Flat Roof 平台	1
L1	Table Lamp 枱燈	Dining Room 飯廳	2
L2	Chandelier 吊燈	Dining Room 飯廳	1
L3	Table Lamp 枱燈	Foyer 玄關	1
L4	Table Lamp 枱燈	Living Room 客廳	2
L5	Wall Sconce 壁燈	Living Room 客廳	2
L6	Wall Sconce 壁燈	Lavatory	2
L7	Wall Sconce 壁燈	1/F Corridor	2
L8	Table Lamp 枱燈	Bedroom 1 睡房 1	2
L9	Desk Lamp 枱燈	Bedroom 1 睡房 1	1
L10	Wall Sconce	Bathroom 1 浴室 1	1
L11	Mirror Light 鏡燈	Bathroom 1 浴室 1	2
L12	Table Lamp 枱燈	Bedroom 2 睡房 2	2
L13	Desk Lamp 枱燈	Bedroom 2 睡房 2	1
L14	Wall Sconce 壁燈	Bathroom 2 浴室 2	2
L15	Mirror Light 鏡燈	Bathroom 2 浴室 2	1
L15 L16	Table Lamp 枱燈	Family Room 1 起居室 1	1
L17	Floor Lamp 座地燈	Family Room 1 起居室 1	1
L17	Floor Lamp 座地燈	Family Room 1 起居室 1	1
L10	Table Lamp 枱燈	Bedroom 3 睡房 3	2

L20	Desk Lamp 枱燈	Bedroom 3 睡房 3	1
L21	Mirror Light 鏡燈	Bathroom 3 浴室 3	2
L22	Mirror Light 鏡燈	Master Bathroom 主人浴室	1
L23	Wall Sconce 壁燈	Master Bathroom 主人浴室	2
L24	Chandelier 吊燈	Master Bedroom 主人睡房	1
L25	Table Lamp 枱燈	Master Bedroom 主人睡房	2
L26	Wall Sconce 壁燈	Master Closet 主人衣櫥	2
L27	Wall Sconce 壁燈	Staircase 樓梯	1