Tender Document No. 19
招標文件第 19 號

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the following property:-

- **The residential property(ies) of Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong specified in the Sales Arrangements**
- **One or more Car Parking Space(s) of Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong**

(unless previously withdrawn or sold)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 Larvotto**" placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked "**Larvotto**".

Vendor:	**Cheerjoy Development Limited** 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Vendor's solicitors:	**Johnson Stokes & Master** 16th – 18th Floor, Prince's Building, 10 Chater Road, Hong Kong Wayne Cheng (Email: wayne.cheng@jsm.com)
Vendor's agent:	**Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited** 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong Enquiry Hotline: 3119 0008

Tender Document No. 19
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招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

- **銷售安排中指明的香港鴨脷洲海旁道 8 號南灣的住宅物業**
- **香港鴨脷洲海旁道 8 號南灣的一個或多個停車位**

(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「**南灣**」，放入位於售樓處(定義見招標公告)擺放的標示為「**南灣公開招標**」的投標箱內。

賣方： **達展發展有限公司**
香港港灣道 30 號新鴻基中心 45 樓

賣方律師： **孖士打律師行**
香港遮打道 10 號太子大廈 16 樓至 18 樓
鄭國偉律師 (電郵：wayne.cheng@jsm.com)

賣方代理人： **新鴻基地產(銷售及租賃)代理有限公司**
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

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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 the commencement date of submission of tender and the date which is the fourteen working day after the closing of tender (both dates inclusive).
"**Agreement**"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 2 of this Tender Document.
"**Letter of Acceptance**"	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice.
"**Offer Form**"	means the Offer Form set out in Part 3 of this Tender Document.
"**Property**"	means the residential property(ies) of Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong specified in the Sales Arrangements, including:-
	Flat C (including the bay window, the balcony, the utility platform thereof and the roof(s) thereabove thereto) on the 37th Floor of Tower 10, Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong; and
	any one or more of the following Car Parking Space(s) of Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong:-
	[ ]
"**purchase price**"	means the purchase 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 Information on Sales Arrangements 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 Unit Nos. 1901A and 1908, 19/F, International Commerce

	Centre, No. 1 Austin Road West, Kowloon, Hong Kong.
"**Tender Closing Date**"	means the tender closing date(s) and time(s) applicable to the Property as set out in the Sales Arrangements;
"**Tender Commencement Date**"	means the tender commencement date(s) and time(s) applicable to the Property as set out in the Sales Arrangements;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender Document;
"**Tender Period**"	means the period between the Tender Commencement Date and Tender Closing Date;
"**Tenderer**"	means the person who is specified in the Offer Form as the tenderer;
"**Vendor**"	means Cheerjoy Development Limited; and
"**Vendor's solicitors**"	means Johnson Stokes & Master.

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Property 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, accept any tender submitted.

2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).

2.5 The Vendor reserves the right to adjust the closing date and time of the tender. Any adjustment of the closing date and time of the tender will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.

2.7 A tender must be:-

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form**;

(b) accompanied with the following documents:-

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

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to "**JOHNSON STOKES & MASTER**", provided that HK$200,000 thereof must be paid by cashier order(s).

(ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

(iv) Documents in Annex, duly signed and completed by the Tenderer

(1) Warning to Purchasers
(2) Vendor's Information Form
(3) Acknowledgement Letter Regarding Stamp Duty
(4) Acknowledgement Letter Regarding Operation of Gondola
(5) Personal Information Collection Statement

Please do NOT date any of the documents mentioned in this sub-paragraph (iv).

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Larvotto**"; and

(d) placed in the Tender Box labelled "**Public Tender For Larvotto**" placed at the Sales Office during the Tender Period.

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

2.9 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.

(b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

(c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).

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

(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 In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-

(a) 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

(b) the relevant power of attorney is required to be approved by the Vendor.

4. Miscellaneous

4.1 Tenderers are advised to 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 this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

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 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.

[End of Part 1: Tender Notice]

第1部份： 招標公告

1. **<u>定義</u>**

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**」	指由遞交投標書的首日至招標截止日期後的第 14 個工作日(包括首尾兩日)。
「**正式合約**」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「**出售條款**」	指本招標文件第 2 部份的出售條款。
「**接納書**」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「**要約表格**」	指本招標文件第 3 部份的要約表格。
「**該物業**」	指銷售安排中指明的香港鴨脷洲海旁道 8 號南灣的住宅物業，包括： 香港鴨脷洲海旁道 8 號南灣第 10 座 37 樓 C 室(連其窗台、露台、工作平台及其上之天台) ；及 以下其中一個或多個香港鴨脷洲海旁道 8 號南灣的停車位： [ ]
「**樓價**」	指要約表格中訂明的樓價。
「**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**」	指賣方不時發出的發展項目的任何銷售安排資料(及賣方不時對其作出的修改)；
「**售樓處**」	香港九龍柯士甸道西 1 號環球貿易廣場 19 樓 1901A 及 1908 室。
「**招標截止日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間。
「**招標開始日期**」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間。
「**招標文件**」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「**招標公告**」	指本招標文件第 1 部份的招標公告。
「**招標期間**」	指招標開始日期至招標截止日期的期間。

「**投標者**」　　指要約表格中訂明為投標者的人士。

「**賣方**」　　指達展發展有限公司。

「**賣方律師**」　　指孖士打律師行。

2. **<u>招標程序</u>**

2.1 賣方現按照載於本招標文件的條款及細則招標承投購該物業。

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該物業不予出售，或將該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 賣方保留權利更改招標截止日期。任何更改招標截止日期通知會張貼於售樓處。賣方無須就更改招標截止日期另行通知投標者。

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 投標書必須：

(a) 採用本招標文件之格式，並填妥及簽署要約表格 (即本招標文件的第 3 部分)。**請填妥及簽署要約表格的英文文本<u>或</u>要約表格的中文文本**；

(b) 連同以下文件：

(i) <u>銀行本票及／或支票</u>

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「**孖士打律師行**」，但其中港幣 200,000 元必須以銀行本票支付。

(ii) <u>投標者的身份證明文件</u>

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

(iii) <u>中介人的牌照 (如適用)</u>

投標者委託的地產經紀的牌照複印本。

(iv) <u>由投標者填妥並簽署的附件的文件</u>

(1) 對買方的警告
(2) 賣方資料表格
(3) 關於印花稅的確認書
(4) 關於吊船操作的確認書
(5) 個人資料收集聲明

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**南灣**」；及

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

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

2.9 (a) 投標者須親身簽署要約表格及其他文件 (如投標者為公司，須由其董事簽署)，並視作為主事人。

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

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

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

(b) 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，中標者即成為該物業之買方。

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 如買方有意以其授權人代表其簽署正式合約：-

(a) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作爲其代表；及

(b) 相關授權書須由賣方事先批准。

4. 其他事項

4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新鴻基地産(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: 3119 0008)。

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。任何陳述不得作爲或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方

面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

4.4 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。

[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 unless otherwise defined below:-

"**Development**"	means Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong.
"**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.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.

3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 120 days (but not earlier than 90 days) after the date of signing of this Preliminary Agreement (i.e. the date of the Letter of Acceptance).

4. 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; and

   (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

7. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.

8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 17.

9. 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.

10. The measurements of the Property are as follows: (for the residential property of the Property) as set out in the attached Schedule 1; (for the car parking space of the Property, if any) 12.5 square metres each.

11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: (for the residential property of the Property) as set out in the attached Schedule 2; (for the car parking space of the Property, if any) Nil.

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

13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.

14. For the purposes of clause 13, 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。

15. 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.

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

17. All stamp duty (including without limitation any ad valorem 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.

18. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

19. 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.

20. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.

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

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

23. Time shall in every respect be of the essence of this Preliminary Agreement.

24. (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.

(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.

25. In this Preliminary Agreement:-

(a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);

(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 Schedule 1 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 Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第2部份： 出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」	指香港鴨脷洲海旁道 8 號南灣。
「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；

2. 招標文件連同接納書構成賣方與買方就買賣本物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。

3. 在本臨時合約的簽署日期(即接納書的日期)後的 120 日(但不會早於 90 日)內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。

4. 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。

5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 17 條所載就正式合約應付之所有印花稅。

9. 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。

10. 該物業的量度尺寸如下—(就該物業的住宅物業而言)載列於附表 1；(就該物業的停車位(如有)而言)每個 12.5 平方米。

11. 該物業的買賣包括的裝置、裝修物料及設備如下—(就該物業的住宅物業而言)載列於附表 2；(就該物業的停車位(如有)而言)沒有。

12. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。

13. 買方確認已收到第 14 條所列出的"對買方的警告"的中英雙語文本，並完全明白其內容。

14. 就上述第 13 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.

15. 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。

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

17. 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及附加印花稅)，一概由買方負責支付。

18. 一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。

19. 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。

20. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金。

21. 買方如有更改地址或電話，須以書面通知賣方。

22. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

23. 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。

24. (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。

25. 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) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

(d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

出售條款附表1
Schedule 1 to Conditions of Sale

本物業的量度尺寸如下—

Property 物業: Flat C (including the bay window, the balcony, the utility platform thereof and the roof(s) thereabove) on the 37th Floor of Tower 10, Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong 香港鴨脷洲海旁道 8 號南灣第 10 座 37 樓 C 室(連其窗台、露台、工作平台及其上之天台)

(a) 本物業的實用面積為 the saleable area of the Property is	42.892	平方米／square metres/	462	平方呎，其中— square feet of which—
	2.010	平方米／square metres/	22	平方呎為露台的樓面面積；square feet is the floor area of the balcony;
	1.491	平方米／square metres/	16	平方呎為工作平台的樓面面積；square feet is the floor area of the utility platform;
	N/A	平方米／square metres/	N/A	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
窗台的面積為 the area of the bay window is	0.979	平方米／square metres/	11	平方呎； square feet;
天台的面積為 the area of the roof is	9.014	平方米／square metres/	97	平方呎； square feet;

出售條款附表 2
Schedule 2 to Conditions of Sale

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

Property 物業: Flat C (including the bay window, the balcony, the utility platform thereof and the roof(s) thereabove) on the 37th Floor of Tower 10, Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong
香港鴨脷洲海旁道 8 號南灣第 10 座 37 樓 C 室(連其窗台、露台、工作平台及其上之天台)

For Flat C, 37/F , Tower 10, (Larvotto):
適用於第 10 座 37 樓 C 單位 (南灣):

Internal Wall 內牆	–	Wood veneer, feature wall panel, fabric panel, mirror panel and stainless steel strip for living room and dining room; Wood veneer, fabric panel, mirror panel and stainless steel strip for bedroom. 客廳及飯廳為木皮面、裝飾牆板、布飾面板、鏡板及不鏽鋼條；睡房為木皮面、布飾面板、鏡板及不鏽鋼條。
Flooring 地板	–	Natural stone floor and no skirting. 天然石地台及無腳線。
Door 門	–	Timber door, glass door, timber veneered door with glass vision panel, stainless steel framed glass door and aluminum framed glass door. 木門、玻璃門、木門配玻璃視窗、不鏽鋼框玻璃門及鋁框玻璃門。
Bathroom 浴室	–	Sanitary fitments are provided. Natural stone and mirror panel for wall up to false ceiling; Plaster board false ceiling with emulsion paint; Natural stone for floor. 提供潔具。牆壁鋪砌天然石材及鏡板至假天花；石膏板假天花髹乳膠漆；地板鋪砌天然石材。
Kitchen 廚房	–	Natural stone and stainless steel panel for wall up to false ceiling; False ceiling finished with plaster board and aluminium panel; Natural stone for floor; Countertop finished with solid surfacing material. 牆壁鋪砌天然石材及不鏽鋼板至假天花；假天花以石膏板及鋁板鋪砌；地板鋪砌天然石材；檯面為實體面材。
Other Provisions 其他設備	–	(i) Cooker hood, gas cooking hob, gas water heater, microwave oven, refrigerator and washer/dryer; 抽油煙機、煤氣煮食爐、煤氣熱水爐、微波爐、雪櫃及洗衣/乾衣機 (ii) Installed with water heater and exhaust fan; 裝設熱水爐及抽氣扇； (iii) Split types air-conditioner for living room, dining room, bedroom(s), store leading from kitchen and kitchen. 客廳、飯廳、睡房、由廚房通往之士多房及廚房裝設分體式冷氣機。

有關裝置、裝修物料及設備的詳情，請參閱售樓說明書。
Please refer to the sales brochure for details of fittings, finishes and appliances.

買方簽署 Signed by the Purchaser(s)

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

PART 3: OFFER FORM

(*To be completed by the Tenderer*)

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 Property at the purchase 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 acceptance of tender

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 acceptance of tender 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 the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, 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 the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

TENDERER MUST COMPLETE THIS PAGE

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tendered Property			
	Residential property		
	Tower	Floor	Flat
1.			
	Car Parking Space		
	Floor	No.	
2.			
3.			
4.			

Section 3 - Purchase price			
Purchase price (HK$)			
Cashier order	Amount (HK$)	Bank	Cashier order no.
Cheque	Amount (HK$)	Bank	Cheque no.

Section 4 – Payment plan	
The Tenderer must adopt the following payment plan. For details of the gifts, financial advantage or benefits, please refer to Annex 6.	
T18 Payment Plan (Payment Plan T18)	• 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 Letter of Acceptance • _____% of the Purchase Price shall be paid within _____ days after the date of Letter of Acceptance • _____% of the Purchase Price shall be paid within _____ days after the date of Letter of Acceptance • _____% of the Purchase Price shall be paid within _____ days after the date of Letter of Acceptance • _____% of the Purchase Price (balance of the Purchase Price) shall be paid within _____ days after the date of the Letter of Acceptance Note: Percentage (%) must be an integer. (The completion date must (a) be within 120 days; and (b) not be earlier than 90 days, after the date of Letter of Acceptance)

Section 5 - Intermediary (if any)	
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 that 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. 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 this Tender Document.

TENDERER MUST COMPLETE THIS PAGE

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 2.7 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) ☐ Warning to Purchasers (undated)
   - (2) ☐ Vendor's Information Form (undated)
   - (3) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (4) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
   - (5) ☐ Personal Information Collection Statement (undated)

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

†☐ 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 :-

Date and time :_____

†☐ I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

TENDERER MUST COMPLETE THIS PAGE

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

We declare and agree as follows:-

1. The table below sets 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.		

Section 10 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer: X	Witnessed by: X
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

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

第3部份： 要約表格

(*由投標者填寫*)

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樓價購買該物業，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. 收取接受投標書信函的地址

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受投標書信函及退回銀行本票及／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買方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。

5. 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)。

投標人須
填妥本頁

要約表格的附表

(由投標者填寫)

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			
	住宅物業		
	座	樓	單位
1.			
	停車位		
	樓	編號	
3.			
4.			
5.			

第 3 節 – 樓價			
樓價 (HK$)			
銀行本票	金額 (HK$)		金額 (HK$)
支票	金額 (HK$)	銀行	支票編號

投標人須
填妥本頁

第 4 節 – 支付辦法	
投標者須採用下列付款計劃。 有關贈品、財務優惠或利益的詳情，請參閱附件 6。	
T18 付款計劃 (支付辦法 T18)	• 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 • 相等於樓價_____%於接納書的日期後_____日內繳付 • 相等於樓價_____%於接納書的日期後_____日內繳付 • 相等於樓價_____%於接納書的日期後_____日內繳付 • 相等於樓價_____%於接納書的日期後_____日內繳付 • 相等於樓價_____%(樓價餘額)於接納書的日期後_____日內繳付 註：百分數(%)必須為整數。 (成交日期 (a) 必須於接納書的日期後 120 日內；並 (b) 不得早於接納書的日期後 90 日) 。

第 5 節 – 中介人(如有)	
地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

<u>關於中介人的聲明(僅於有指明中介人時適用)</u>

本人／我們確認及聲明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、承諾或陳述向買方、中介人或任何其他人負責。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進行。

投標人須
填妥本頁

*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 2.7 段)：

1. □ 招標文件及要約表格已填妥及簽署
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) □ 對買方的警告(未有填上日期)
   - (2) □ 賣方資料表格(未有填上日期)
   - (3) □ 關於印花稅的確認書(未有填上日期)
   - (4) □ 關於吊船操作的確認書(未有填上日期)
   - (5) □ 個人資料收集聲明(未有填上日期)

*第 8 節 – 參觀該物業(†**請剔其中一項**)*

†□ 賣方已開放該物業以供本人／我們參觀，而本人／我們亦已於下列日期及時間參觀該物業。
日期及時間: _____

†□ 本人／我們明白本人／我們有權在遞交投標書前參觀該物業，而賣方已開放該物業以供 本人／我們參觀，但本人／我們決定不參觀該物業。

投標人須
填妥本頁

第 9 節 – 關於公司投標者的聲明(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.		

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及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

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

投標者簽署： X	見證人簽署： X
獲授權人士的名稱(如投標者為公司)：	見證人名稱：
日期：	

[第 3 部份：要約表格完]
[招標文件完]

附件
Annex

*(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者**須簽署**以下標有"#"號的文件並連同招標文件一拼遞交。)*
*(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.)*

1. 對買方的警告 #
   Warning to Purchasers #

2. 賣方資料表格 #
   Vendor's Information Form #

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

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

5. 個人資料收集聲明 #
   Personal Information Collection Statement #

6. 贈品、財務優惠或利益的列表 #
   List of gift, or financial advantage or benefit #

7. 律師收費表
   Legal fees and disbursements table

Annex 1
附件 1

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

WARNING TO PURCHASERS
對買方的警告

Vendor 賣方	Cheerjoy Development Limited 達展發展有限公司		
Address 地址	Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong 香港鴨脷洲海旁道 8 號南灣		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	Car Parking Space No. 車位號	Floor 樓層	
Purchaser(s) 買方			
I.D. / Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼			
Date 日期			

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

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

(e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Signed by the Purchaser(s) 買方簽署

Annex 2
附件 2

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

Vendor's Information Form
賣方資料表格

Vendor 賣方	Cheerjoy Development Limited 達展發展有限公司		
Address 地址	Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong 香港鴨脷洲海旁道 8 號南灣		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	10	37	C
Purchaser(s) 買方			
I.D. / Passport/ B.R. No. 身份證/ 護照/ 商業登記證號碼			
Date 日期			

a)	The amount of the management fee that is payable for the specified residential property 須就指明住宅物業支付的管理費用的款額	港幣 HKD$ (每月 per month) HKD$2,463.00
b)	The amount of the Government rent (if any) that is payable for the specified residential property 須就指明住宅物業繳付的地稅 (如有的話) 的款額	港幣 HKD$1,662.00 (per quarter/每季)
c)	The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	Nil 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	KL Property Management Limited (Note: The DMC Manager has no official Chinese name. 備註: 公契管理人沒有正式的中文名稱。)
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該項目中的住宅物業的擁有人須分擔的款項的任何通知	Nil 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該項目的任何部分恢復原狀的任何通知	Nil 沒有
g)	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

Date of printing: 29/9/2026
印製日期：

Signed by the Purchaser(s) 買方簽署

Annex 3
附件 3

TENDERER MUST COMPLETE THIS PAGE
投標者須填妥本頁

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

<table>
<tr><td>Vendor
賣方</td><td colspan="3">Cheerjoy Development Limited
達展發展有限公司</td></tr>
<tr><td>Address
地址</td><td colspan="3">Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong
香港鴨脷洲海旁道 8 號南灣</td></tr>
<tr><td rowspan="4">Property
該物業</td><td>Tower 座數</td><td>Floor 樓層</td><td>Flat 單位</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="2">Car Parking Space No. 車位號</td><td colspan="2">Floor 樓層</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td>Purchaser(s)
買方</td><td colspan="3"></td></tr>
<tr><td>I.D. / Passport/ B.R. No.
身份證/ 護照/ 商業登記證號碼</td><td colspan="3"></td></tr>
<tr><td>Date
日期</td><td colspan="3"></td></tr>
</table>

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase ("**Preliminary Agreement**") and the formal agreement for sale and purchase ("**Agreement for Sale and Purchase**") of the Property:
買方謹此確認及知悉在簽署本物業之臨時買賣合約（「**臨時合約**」）及正式買賣合約（「**買賣合約**」）之前，買方已獲悉以下事項及其影響：

Raising the maximum value of properties chargeable to a stamp duty of $100
調高 100 元印花稅適用的物業價值上限

1. The Government announced that the Stamp Duty Ordinance would be amended to adjust the maximum property value to which the fixed stamp duty of $100 applies to $4 million. The Government will introduce the Stamp Duty (Amendment) Bill 2025 (the "**Bill**") into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2025 under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Subject to the eventual enactment of the Bill, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.
   政府宣布將修訂《印花稅條例》，調整適用於定額印花稅 100 元的物業價值上限至 4 百萬元。政府將向立法會提交《2025 年印花稅（修訂）條例草案》（《條例草案》）以落實該建議。行政長官亦已根據《公共收入保障條例》（第 120 章）作出《2025 年公共收入保障（印花稅）令》，使《條例草案》在制定成法律前具有十足法律效力。在《條例草案》最終獲立法會通過的前提下，新稅階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

2. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("**AVD**") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.
   《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

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Series of transactions
系列交易

3. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties.
買方應注意，在同一日或一段短時間內根據兩份或以上的臨時合約／買賣合約向相同的賣方購買兩個或以上的物業，可能會被印花稅署視為構成一宗更大交易或一系列交易。 在此情況下，臨時合約／買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。

4. For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，請瀏覽稅務局網頁（www.ird.gov.hk）。

5. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，買方承諾向賣方律師交付並促使其律師向賣方律師交付一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

Other Matters
其他事項

6. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數或準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

7. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.
本確認書不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。

8. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款或細則都不應被視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

9. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考。如有任何爭議，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 4
附件 4

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

Vendor 賣方	Cheerjoy Development Limited 達展發展有限公司		
Address 地址	Larvotto, No. 8 Ap Lei Chau Praya Road, Hong Kong 香港鴨脷洲海旁道 8 號南灣		
Property 該物業	Tower 座數	Floor 樓層	Flat 單位
	Car Parking Space No. 車位號	Floor 樓層	
Purchaser(s) 買方			
I.D. / Passport/ B.R. No. 身份證/ 護照/ 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 Deed of Mutual Covenant and Management Agreement dated 27 April 2011 (the "**DMC**") in respect of the Development:-
   按照發展項目的日期為 2011 年 4 月 27 日的公契及管理協議 (「**公契**」) 的規定：

      (i) In respect of any roof, flat roof and/or roof terrace forming part of a Residential Unit, 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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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 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 PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be materially adversely affected or prejudiced thereby PROVIDED FURTHER THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.
      對於構成住宅單位一部分的任何天台、平台及 / 或天台平台，管理人有權在任何時候按其決定將履帶式伸縮吊臂吊船及 / 或任何吊臂、吊艇架臂、其他設備或管理裝置（在公契統稱為「吊船」，該詞包括所有吊臂、托架、鉸鏈、立柱或其他相關設備）在該天台、平台及 / 或天台平台或天台、平台及 / 或天台平台護牆的上空部分伸展、運作、操作、移動和接近及 / 或進入或局部進入該上空，藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及 / 或更換發展項目外部的任何部分，以及臨時停留在該上空一段必要期間以便對公用地方及設施的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾，但不得因此嚴重不利影響或阻礙該業主使用及享用住宅單位，以及管理人須修復任何因此造成的損壞和確保將滋擾減至最少。

      (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, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace 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 at any time in the course of the management and/or the maintenance of the Development.
      業主不得在其住宅單位的天台、平台及 / 或天台平台或天台、平台及 / 或天台平台的護牆作出或准許或容許其租客、佔用人或被許可人作出任何行為、事宜、事情或事項或放置任何物品，以致在任何方面干擾或影響或可能干擾或影響管理及 / 或保養發展項目過程中的任何時候操作吊船。

(b) My/our enjoyment of the roof(s), flat roof(s), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), roof terrace(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、天台庭園、露台及/或工作平台(如有者)及/或天台、平台、天台庭園、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 / 吾等同意購入該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. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函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 5
附件 5

新鴻基地產(銷售及租賃)代理有限公司
個人資料收集聲明

收集閣下的個人資料

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)爲提供服務及產品(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。

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爲「閣下資料」。

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。

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

(i) 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) 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) 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) 處理閣下就服務、產品、會籍或利益的申請或要求；
(v) 促進物業管理及保安；
(vi) 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) 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) 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) 與閣下溝通；
(x) 調查及處理投訴；
(xi) 預防或偵測非法或可疑活動；及
(xii) 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。

轉移閣下資料

爲促進上述用途，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) 集團任何成員；
(ii) 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) 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) 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) 閣下物業交易涉及的任何人士；及
(vi) 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。

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在直接促銷中使用閣下資料

(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。

就直接促銷，我們有意：

(a) 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) 向閣下促銷以下類別的服務及產品：
  (1) 集團成員或合資公司提供的物業或物業發展項目；
  (2) 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) 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) 爲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；

(c) 爲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。

如閣下<u>不欲</u>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。

查閱及改正閣下資料

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，其地址爲香港港灣道 30 號新鴻基中心 45 樓。

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。

***

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。

☐ 請不要向我發送直接促銷資訊。

☐ 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。

簽署：_____

姓名：_____

日期：_____

Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited
Personal Information Collection Statement

Collection of your personal information

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.

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".

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").

Purposes for which Your Information may be used

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

(i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
(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;
(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;
(iv) handling your applications or requests for services, products, memberships or benefits;
(v) facilitating property management and security;
(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");
(vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
(viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
(ix) communicating with you;
(x) investigating and handling complaints;
(xi) preventing or detecting illegal or suspicious activities; and
(xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Transfer of Your Information

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:

(i) any member of the Group;
(ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
(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;
(iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
(v) any person involved in your property transaction; and
(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.

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Use of Your Information in direct marketing

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.

In connection with direct marketing, we intend:

(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;

(b) to market the following classes of services and products to you:
   (1) properties or property developments offered by member(s) of the Group or JV Companies;
   (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);
   (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and
   (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

(c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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.

Access to and correction of Your Information

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.

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.

***

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

☐ Please do NOT send direct marketing information to me.

☐ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature: _____

Name: _____

Date: _____

Annex 6
附件 6

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

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.

2) 傢俱和物件優惠
Furniture and Chattels Offer

買家可免費獲贈分別於該物業現有展示及安放之傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況及狀態，品質或性能或其他，及其是否或將會否在可運作狀況作出任何保證、保養或陳述。該傢俱將於該物業成交日以『現狀』及『屆時之現狀』在該物業交予買方。買方應於購買該物業前先安排其委任之專家及專業人員全面檢查該傢俱。任何情況下，買方不得就該傢俱提出任何異議或質詢。為免疑問，第 1 段所述的首 3 年保修優惠不適用於該傢俱。本優惠受其他條款及條件約束。
The Purchaser will be given the furniture and chattels ("Furniture") currently displayed and placed at the Property free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered at the Property to Purchaser upon completion of the sale and purchase of the Property on an "as-is" and 'the then as-is" condition. The Purchaser should arrange his/its own experts and professionals to fully check and inspect the Furniture before purchasing the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 1 does not apply to the Furniture. This offer is subject to other terms and conditions.

Annex 7
附件 7

Larvotto (南灣)

孖士打律師行
香港中環遮打道十號
太子大廈十八字樓
(港鐵中環站 K 出口)
電話: 28432211 傳真:28459121

Johnson Stokes & Master
18th Floor, Prince's Building,
10 Chater Road, Central, Hong Kong.
(MTR Central Station Exit K)
Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at **Johnson Stokes & Master** of **18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours **as soon as possible after the signing** of the Preliminary Agreement for Sale and Purchase.
請於簽署臨時買賣合約後盡早(敬請預約)駕臨 **香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」**簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet issued by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Eng.jpg and bring the following to the office of Johnson Stokes & Master when signing the formal Agreement for Sale and Purchase:-
務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張，該單張由售樓處派發或可在互聯網下載：http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Chi.jpg, 並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約

2. Hong Kong Identity Card(s) OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)
買家香港身份證或其他身份証明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)

3. **CASHIER ORDER(S)** in favour of "**JOHNSON STOKES & MASTER**"^ for part payment of purchase price (if applicable).
銀行本票抬頭請寫「**孖士打律師行**」，以支付部份樓價(如適用)

4. Cheque in favour of **"JOHNSON STOKES & MASTER"^** for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Note" below)
支票抬頭請寫「**孖士打律師行**」，以支付有關正式買賣合約圖則費、雜項收費(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)

5. **CASHIER ORDER** in favour of **"JOHNSON STOKES & MASTER"^** for payment of stamp duty payable under the formal Agreement for Sale and Purchase
銀行本票抬頭請寫「**孖士打律師行**」，以支付有關正式買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:
如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

a. Memorandum and Articles of Association
公司組織及章程

b.. Certificate of Incorporation (certified copy)
公司註冊證書 (核證副本)

c. Latest register of directors and annual return (certified copy) (Form NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊及公司周年申報表 (核證副本)
(表格 NNC1/NAR1/ND2A/ND2B)

d. Latest Business Registration Certificate (certified copy)
最近期之商業登記證 (核證副本)

e. Board Minutes for the purchase of the premises
購買有關單位之公司董事會議記錄

f. Company Chop
公司簽署印章 (膠印)

Important Notice 重要的提醒
Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "JOHNSON STOKES & MASTER "
加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.
如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

TABLE OF CHARGES (for reference only - subject to final confirmation and adjustment)

收費表 (只供參考之用須作最後確認及調整)

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約 **Remark 1 備註 1** Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "**Johnson Stokes & Master**" 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用), 本票抬頭請寫「**孖士打律師行**」	**see Note (a)** **見備忘錄(a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Cost on account : $ 3,000.00 預付律師費 : $ 3,000.00 **[See Note (a)(ii) 見備忘錄(a)(ii)]** 3. Registration fee : $210.00 登記費: $210.00 4. **Part** of certified copy charges of title deeds : $4,157.00 **部份**業權契據認證副本費用 : $4,157.00 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家） : $200.00 6. Plan fee for Agreement (per set) : Flat $300.00 Duplex Flat $600.00 Roof $300.00 Car Park: $200.00 買賣合約圖則費 (每套) : 單位 $300.00 複式單位 $600.00 天台 $300.00 車位 $200.00 7. Stamp Duty 印花稅
II.	First Legal Mortgage 第一按揭契 Loan Amount : 貸款額 (i) not exceeding $5,000,000 不超過$5,000,000 (ii) between $ 5,000,001 and $7,500,000 $5,000,001 至$7,500,000 之間 (iii) between $7,500,001.00 and $10,000,000.00 $7,500,001.00 至$10,000,000.00 之間 (iv) over $10,000,000.00 超過$10,000,000.00	$ 5,000.00 $ 7,500.00 $ 8,500.00 0.1% of Loan Amount **[see Note (b)]** **[見備忘錄(b)]**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Registration fee : $450.00 登記費 : $450.00 3. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 公司註冊處按揭登記費（只適用於公司買家）: $340.00 4. Bankruptcy/winding up search fees ： $98.00 (each) 個人破產/公司清盤查冊費：$98.00 (每人/每間公司) 5. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家） : $200.00

III.	Assignment 轉讓契	**see Note (a)** **見備忘錄(a)**	1. Land search fees and miscellaneous charges : $400.00 田土廳查冊費及其他雜費：$400.00 2. Registration fee : $450.00 登記費 : $450.00 3. Plan fee for Assignment (per set) : Flat $1,200.00 Duplex Flat $2,400.00 Roof $1,200.00 Car Park: $1,000.00 轉讓契圖則費 (每套) : 單位 $1,200.00 複式單位 $2,400.00 天台 $1,200.00 車位 $1,000.00 4. Certified copies charges for **remaining** title deeds and documents (subject to adjustment) : approximately $3,000.00 **剩餘**業權契據認證副本(按實際情況調整)：約$3,000.00 5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : approximately $750.00 大廈公契認證副本費連圖 : 約$750.00 6. Stamp Duty : $100.00 印花稅 : $100.00 7. Levy payable to Property Management Services Authority: $350.00 向物業管理業監管局繳付的徵款: $350.00 7. Company search fees (applicable to Corporate Purchaser only) : $200.00 公司查冊費（只適用於公司買家) : $200.00 8. Board Resolution (applicable to Corporate Purchaser only) : $500.00 公司會議記錄 (只適用於有限公司買家) : $ 500.00

 # The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
 # 上述的登記費、公司註冊存檔費及印花稅裁定費以政府最後收費為準。

Note 備忘錄:

(a) (i) Joint Legal Representation 買賣雙方共同委託律師

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.
如買方為直接由發展商購買有關單位之首名買家及買方同時委托發展商律師作為其購買該單位的代表律師，則買方原先須支付有關擬備及完成正式買賣合約及轉讓契之所有法律費用(但不包括收費表 B 項所列之雜項收費)將獲豁免。

(ii) Change of Legal Representation 買方中途轉換律師

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage/Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).
若買方在簽署正式買賣合約後，另行聘請自己的代表律師完成轉讓契及/或樓花按揭契/按揭契，則買方須立即向發展商代表律師支付港幣$3,000，作為發展商律師擬備正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的港幣$3,000 律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation 買賣兩方分開委託律師
If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements.

如買方聘用自己選擇的律師，買方須承擔買方自己之法律費用及一切代墊付費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK$1,500.00 for each set. The cost does not include the preparation of Guarantee.
若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

(c) In fact, Johnson Stokes & Master will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the Equitable Mortgage/Legal Mortgage and the Guarantee.
事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

Other Charges (If applicable)
其他費用(若適用)

1.	(a) Guarantee for 1st Equitable Mortgage and/or 2nd Equitable Mortgage/1st Mortgage and/or 2nd Mortgage 第一樓花按揭及/或第二樓花按揭擔保書/第一按揭及/或第二按揭擔保書	$2,500.00 each 每份 $2,500.00
	(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	$1,500.00 each set 每套 $1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註册處存檔用) (b) 會議記錄	$2,500.00 for each Company 每間公司每套$2,500.00
3.	Supplemental Agreement 補充合約	$2,800.00 each (exclusive of disbursements) 每份 $2,800.00 (不包括代墊付費用)
4.	Power of Attorney 授權書	$3,000.00 each (exclusive of disbursements) 每份 $3,000.00 (不包括代墊付費用)
5.	For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：海外律師費及須支付海外律師之支出費用等並不包括在內)	 $6,500.00 $1,500.00
6.	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需擬備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	