TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of :-

THE PROPERTIES SET OUT IN COLUMN (A) OF PART 1 OF THE SCHEDULE TO THE TENDER NOTICE AT BISNEY CREST (碧麗軒), NO.57 BISNEY ROAD, HONG KONG

Tender commences at the date and time set out in column (B) of Part 1 of the Schedule to the Tender Notice and closes at the date and time set out in column (C) of Part 1 of the Schedule to the Tender Notice (unless previously withdrawn or sold)

Duly completed and signed tender documents must be submitted between the commencement and closing of tender into the tender box labelled with "**Tender for Bisney Crest (碧麗軒), No.57 Bisney Road** " at the 5th Floor, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong in a sealed plain envelope and clearly marked "**Submission of Tender Document No.12-BH of Bisney Crest (碧麗軒), No.57 Bisney Road, Hong Kong**".

Vendor:	**Cheong Ming Investment Co., Limited** (昌明置業有限公司) 35th - 38th Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong
Vendor's solicitors:	**Messrs. Deacons** 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong
Vendor's agent:	**Chinachem Agencies Limited** 35th - 38th Floors, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong Enquiry Hotline: 2439 1662 Contact Person: Mr. S. M. Ng (Tel: 2739 8811 / Fax: 2311 3080)

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 of 14 days from the Tender Closing Date and Time set out in column (C) of Part 1 of the Schedule to the Tender Notice;
"Designated Car Parking Spaces for Tender"	means the car parking spaces set out in Part 2 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and "**Designated Car Parking Space for Tender**" means any one of them;
"**Conditions of Sale**"	means the Conditions of Sale set out in Part 3 of this Tender Document;
"**Formal Agreement**"	means the formal Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 5.1 of the Conditions of Sale;
"**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 2 of this Tender Document;
"**Property**"	means if and when the Tenderer's tender is accepted by the Vendor, the Tendered Property or Tendered Properties (as the case may be);
"**Properties for Tender**"	means the properties set out in column (A) of Part 1 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and "**Property for Tender**" means any one of them;
"**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;
"**Tender Closing Date**"	means the date and time set out in column (C) of Part 1 of the Schedule to the Tender Notice;
"**Tender Commencement Date**"	means the date and time set out in column (B) of Part 1 of the Schedule to the Tender Notice;
"**Tender Document**"	means this Tender Document (comprising Part 1, Part 2 and Part 3 and Schedules thereto but does not include the Annex);
"**Tender Notice**"	means the Tender Notice set out in Part 1 of this Tender Document;

"**Tendered Properties**"	means the properties as specified in the Schedule to the Offer Form and "**Tendered Property**" means any one of them;
"**Tenderer**"	means the person who is specified in the Offer Form as the tenderer;
"**Vendor**"	means Cheong Ming Investment Co., Limited (昌明置業有限公司); and
"**Vendor's solicitors**"	means Messrs. Deacons.

2. Procedures of Tender

2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.

2.2 In addition to the Properties for Tender, Tenderers may opt to offer to purchase the Designated Car Parking Space for Tender in their Tenders.

2.3 The Vendor does not bind itself to accept the highest tender or any tender, and reserves the right to accept or reject any tender at its sole discretion.

2.4 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.

2.5 The Vendor also 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).

2.6 The Vendor reserves the right to change the closing date and time of the tender from time to time by amending the Information on Sales Arrangements in relation thereto. The Vendor is not obliged to separately notify the Tenderers of such amendment.

2.7 The Vendor reserves the right to accept or disqualify any Tenderer who submits any non-conforming tenders or who does not submit a valid or properly executed document according to the 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.

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

2.9 A tender must be :-

(a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. **The tenderer may complete and sign either the English version or the Chinese version of the Offer Form**;

(b) accompanied with the following documents :-

(i) Cashier's order(s) and cheque(s) (as the case may be)

(A) One or more cashier's order(s) in the aggregate amount of 5% of the Purchase Price offered by the Tenderer and made payable to "DEACONS" issued by a bank duly licensed under section 16 of the Banking Ordinance; OR

(B) One or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the sum of HK$2,000,000.00 and one or more cheque(s) drawn on a licensed bank in Hong Kong for the balance thereby making the aggregate amount of 5% of the Purchase Price offered by the Tenderer all made payable to "DEACONS".

(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, copies 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 representing the Tenderer in the transaction (the "**Intermediary**"), whether or not the Intermediary also represents the Vendor.

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

(1) Warning to Purchasers (Annex 1)
(2) Vendor's Information Form relating to the Property (Annex 2)
(3) Personal Information Collection Statement (Annex 3)
(4) Declaration of the Purchaser (relationship with Vendor) (Annex 4)

Please do NOT date any of the documents (1) to (4) mentioned in this sub-paragraph (iv).

(c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Submission of Tender Document No.12-BH of Bisney Crest (碧麗軒), No.57 Bisney Road, Hong Kong**"; and

(d) placed in the Tender Box labelled "**Tender for Bisney Crest (碧麗軒), No.57 Bisney Road**" placed at the 5th Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below :-
Commencement date and time of the tender :-
1:00 p.m. on the Tender Commencement Date
Closing date and time of the tender :-
4:00 p.m. on the Tender Closing Date
Please note that the Vendor has the absolute right to change the closing date and/or time of tender from time to time by amending and/or issuing relevant Information on Sales Arrangements. The tender sale of a Property for Tender is subject to availability. Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for that Property for Tender on any day within 14 days after the close of such previous tender exercise. In such event, the Vendor will reject other offer(s) for that Property for Tender. Persons interested in submitting tenders for a Property for Tender are reminded to read the latest register of transactions so as to ascertain whether a particular Property for Tender is still

available for tender on a date of tender sale. Please note also that the register of transactions may not be updated immediately after the Vendor accepts a tender.

2.10 All cashier's order(s) and cheque(s) (as the case may be) 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's order(s) and cheque(s) (as the case may be) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's orders and cheque(s) (as the case may be) will be uncashed and made available for collection by the unsuccessful Tenderers by prior appointment Provided that the Vendor shall be entitled to return the cashier's order(s) and cheque(s) (as the case may be) by personal delivery or by post at the Tenderer's risk, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address stated in their tenders.

2.11 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by a director of the company) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative or trustee of the Tenderer.

(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's order(s) and cheque(s) (as the case may be).

2.12 (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 at 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 Formal Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Formal Agreement is available for inspection from the commencement date and time of the tender to the closing date and time of the tender at 5th Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Formal Agreement and the Purchaser shall accept the same without amendments.

3.4 The following gifts, financial advantage or benefits are offered in connection with the purchase of the Property subject to the terms and conditions hereinafter mentioned :-

(a) Standby Mortgage Loan (Applicable to Term of Payment (B) only)

The Purchaser may apply for a first mortgage loan ("**mortgage loan**") from a lender company designated by the Vendor (the "**Lender**"), such mortgage loan application shall be approved by the Lender. Whether the application is approved or not is subject to the final decision of the Lender. Irrespective of whether such mortgage loan is granted or not, the Purchaser shall complete the sale and purchase of the Property in accordance with the Formal Agreement and pay the purchase price in full. This mortgage loan is subject to the following main terms and conditions: -

(1) The Purchaser shall make an application to the Lender in the prescribed written form not less than 30 days before the intended date of drawdown of the mortgage loan.

(2) The Purchaser shall pay to the Lender a sum of HK$5,000 being the non-refundable application fee for the mortgage loan upon submitting the mortgage loan application to the Lender.

(3) All legal documents for the mortgage loan must be prepared and executed at the solicitors' firm designated by the Lender.

(4) All costs and disbursements for the legal documentation shall be paid by the Purchaser.

(5) The maximum amount of the mortgage loan shall not exceed 50% of the purchase price with a maximum re-payment term of 360 monthly instalments.

(6) The mortgage loan together with interest shall be repaid by equal monthly instalments in the following manner :-

(a) the interest for the first 36 months shall be calculated at a rate of 2% below the Hong Kong Dollar Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time (the "**Best Lending Rate**"), subject to fluctuation in interest rate.

(b) from the 37th month onwards, the interest shall be calculated at the Best Lending Rate, subject to fluctuation in interest rate.

(7) Any early repayment (full or partial) of the mortgage loan shall be subject to an early prepayment fee which is calculated as follows:-

(a) if an early repayment in full or in part of the outstanding amount of mortgage loan, interest and other payments due and owing under the loan documentations is made within 36 months from the date of advance of the mortgage loan, no prepayment fee shall be payable;

(b) any full or partial prepayment other than the period mentioned in sub-clause (a) above will be subject to payment of an early repayment fee which is equivalent to three months' interest (to be calculated at the Best Lending Rate, subject to fluctuation in interest rate) on the sum early repaid.

(b) First 20 months Interest- Free Mortgage Loan (Applicable to Term of Payment (C1) only)

The Purchaser may apply for a first mortgage loan ("**mortgage loan**") from a lender company designated by the Vendor (the "**Lender**"), such mortgage loan application shall be approved by the Lender. Whether the application is approved or not is subject to the final decision of the Lender. Irrespective of whether such mortgage loan is granted or not, the Purchaser shall complete the sale and purchase of the Property in accordance with the Formal Agreement and pay the purchase price in full. This mortgage loan is subject to the following main terms and conditions: -

(1) The Purchaser shall make an application to the Lender in the prescribed written form not less than 30 days before the intended date of drawdown of the mortgage loan.

(2) The Purchaser shall pay to the Lender a sum of HK$5,000 being the non-refundable application fee for the mortgage loan upon submitting the mortgage loan application to the Lender.

(3) All legal documents for the mortgage loan must be prepared and executed at the solicitors' firm designated by the Lender.

(4) All costs and disbursements for the legal documentation shall be paid by the Purchaser.

(5) The maximum amount of the mortgage loan shall not exceed 70% of the purchase price with a maximum re-payment term of 360 monthly instalments.

(6) The mortgage loan shall be repaid in the following manner :-

(a) For the first 20 months, a portion of the mortgage loan equal to 20% of the Purchase Price shall be repaid by way of 20 equal monthly instalment at 1% of the Purchase Price each without interest (except default interest on outstanding arrears in accordance with the terms and conditions of the mortgage).

(b) For the subsequent 21st month to 56th month, the remaining mortgage loan will be repaid by equal monthly instalment with interest calculated at a rate of 2% below the Hong Kong Dollar Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time. From the 57th month onwards, repayment of principal and interest shall be calculated at the Hong Kong Dollar Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time, subject to fluctuation of the interest rate.

(7) Any early repayment (full or partial) of the mortgage loan shall be subject to an early prepayment fee which is calculated as follows:-

(a) if an early repayment in full or in part of the outstanding amount of mortgage loan, interest and other payments due and owing under the loan documentations is made within 56 months from the date of advance of the mortgage loan, no prepayment fee shall be payable;

(b) any full or partial prepayment other than the period mentioned in sub-clause (a) above will be subject to payment of an early repayment fee

which is equivalent to three months' interest (to be calculated at the Best Lending Rate, subject to fluctuation in interest rate) on the sum early repaid.

3.5 Tenderers are advised to note that in the event the Purchaser fails to pay the further deposit or to pay any part payments or the balance of the Purchase Price or to complete the purchase in accordance with the Conditions of Sale and/or the Formal Agreement, the Vendor shall have such rights and remedies against the Purchaser as specified in this Tender Document and/or the Formal Agreement.

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, **Chinachem Agencies Limited (Enquiry Hotline: 2439 1662).**

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 Formal 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 Formal Agreement.

4.3 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Part 1

	(A) Properties for Tender	(B) Tender Commencement Date and Time	(C) Tender Closing Date and Time
1.	Unit-05 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	1:00 p.m. on 2 December 2023	4:00 p.m. on 2 December 2023

Part 2

	Properties for Tender	Designated Car Parking Spaces for Tender
1.	Unit-05 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	Car Parking Space No.5 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

[End of Schedule to the Tender Notice]

[End of Part 1: Tender Notice]

PART 2: 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 Formal Agreement is signed, this Tender Document (together with the Vendor's written acceptance thereof and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of Letter of Acceptance

   I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance and/or return of cashier's order(s) and cheque(s) (as the case may be). 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.

   (c) I/We acknowledge that I/we am/are submitting this Offer Form on the basis of my/our own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and have obtained independent legal and other professional advice in relation to the Tender Document prior to the submission of this Offer Form.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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 Properties and Purchase price				
1.	Tendered Property	Unit-05 on Ground Floor and First Floor of the Lower Block *and Car Parking Space No. [ ]of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong		
	Purchase price (HK$)			
	Cashier's order and cheque(s)	Amount (HK$)	Bank	Cashier's order / cheque no.

Section 3 – Terms of payment

The following type of Terms of payment of the Purchase Price is irrevocably offered by the Tenderer as indicated with a "tick" (Please tick one only) :-

☐ **Term of Payment A2**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid upon signing of the Formal Agreement; and
3. 90% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 120 days after the date of the Letter of Acceptance ("**completion date**").

☐ **Term of Payment B**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid upon signing of the Formal Agreement; and
3. 90% of the Purchase Price as balance of the Purchase Price shall be paid on

completion which shall take place on or before a date which is 120 days after the date of the Letter of Acceptance ("**completion date**").

☐ **Term of Payment C1**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid upon signing of the Formal Agreement; and
3. 90% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 120 days after the date of the Letter of Acceptance ("**completion date**").

Section 4 - 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 Tenderer/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 Tenderer/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.

Section 5 - Viewing of the Tendered Property (Please tick either one)

☐ The Vendor has made the Tendered Property available for viewing by me/us and I/we have viewed the Tendered Property.

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

Section 6 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.9 of the Tender Notice) :-

1. ☐ Tender Document (without the Annex) with the Offer Form completed and signed
2. ☐ Cashier's order(s) and cheque(s) (as the case may be)
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) (**Annex 1**)
   (2) ☐ Vendor's Information Form relating to the Property (undated) (**Annex 2**)
   (3) ☐ Personal Information Collection Statement (undated) (**Annex 3**)
   (4) ☐ Declaration of the Purchaser (relationship with Vendor) (undated) (**Annex 4**)

Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows :-

1. The table below set out the particulars of all the current directors and shareholders of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors or allotment / transfer of the Tenderer's shares 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 shareholders or directors for the period from (i) the date of the Offer Form to (ii) the date of completion of the Property in accordance with the Formal Agreement.
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 (including the names and identification document and status of Hong Kong Permanent Residents) of all of the Tenderer's directors and shareholders as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

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

5.		

Section 8 - 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 of 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 a director of the company with company chop.)*	
Signed by the Tenderer: X	Witnessed by: X
Name of director (if the Tenderer is a company):	Name of witness:
Date:	

[End of Part 2: Offer Form]

PART 3: CONDITIONS OF SALE

1. Definitions

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 the development erected on all those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section 10 of Inland Lot No.623 and The Remaining Portion of Section 11 of Inland Lot No.623 (collectively "**the Lot**") and now known as "Bisney Crest (碧麗軒)", of which the Property forms part.
"**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.
"**Preliminary Deposit**"	has the meaning ascribed to it under Clause 4 of these Conditions of Sale.
"**Vendor's Solicitors' Office**"	means 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong.

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. In this Preliminary Agreement :-

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

   (b) the floor area of an item under Clause 6A(a) of these Conditions of Sale is calculated in accordance with section 8(3) of the Ordinance;

   (c) the area of an item under Clause 6A(b) of these Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to the Ordinance;

   (d) "**working day**" has the meaning given by section 2(1) of the Ordinance; and

   (e) "**office hours**" means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.

4. Pursuant to paragraph 2.9 of the Tender Notice, if a tender is accepted, the cashier's order(s) and cheque(s) (as the case may be) in a sum which constitutes 5% of the Purchase Price submitted along with the Offer Form will be treated as preliminary deposit ("**Preliminary Deposit**") payable by the Purchaser and shall be held by the Vendor's solicitors as stakeholder.

5. If a tender is accepted:-

   5.1 It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed :-

(a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;

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

5.2 The Purchase Price of the Property is the sum as set out in Section 2 of the Schedule to the Offer Form which shall be paid by the Purchaser to the Vendor according to the Term of Payment offered by the Purchaser under Section 3 of the Schedule to the Offer Form for the purchase of the Property.

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

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

5.5 The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.

5.6 The Purchaser shall attend the Vendor's Solicitors' Office or the office of the Purchaser's own solicitors (as the case may be) bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) to:-

(a) sign the Formal Agreement in the standard form prepared by the Vendor's Solicitors without amendment; and

(b) pay all stamp duty(ies) under this Preliminary Agreement and the Formal Agreement.

5.7 If the Purchaser fails to sign the Formal 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.

5.8 The sale and purchase shall be completed at the Vendor's Solicitors' Office during office hours on or before the completion date

5.9 The Purchaser shall complete the purchase of the Property and pay the further deposit, part payment(s) and balance of the Purchase Price in such time and manner as provided in this Preliminary Agreement and the Formal Agreement.

6A. The measurements of the Properties for Tender (including the Property) are as follows :-

- Unit-05 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) The saleable area of the residential property is 168.881 square metres (1,818 square feet); and

(b) Other measurements are –

the area of the flat roof is 34.391 square metres (370 square feet); and
the area of the garden is 13.440 square metres (145 square feet).

6B. The area of each Designated Car Parking Space for Tender is as follows:-

12.5 square metres (135 square feet)

7. The sale and purchase of the Property includes the fittings, finishes and appliances comprised in the Property as respectively set out in the Schedule to these Conditions of Sale.

8. 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. If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale shall be cancelled on the expiry of such notice and the Purchaser is entitled to a return of the Preliminary Deposit and other sums of money (if any) already paid to the Vendor but without interest, costs or compensation whereupon the Vendor and the Purchaser shall at their own costs and expenses enter into a cancellation agreement and the Purchaser shall have no further claim against the Vendor.

9. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 10 below and fully understands its contents.

10. For the purposes of Clause 9 above, the following is the "**Warning to Purchasers**":-

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 solicitors, 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。

11. All payments of the Purchase Price (save and except the balance of the Preliminary Deposit as mentioned in paragraph 2.9(b)(i)(B) of the Tender Notice) shall be made by cashier's orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All such payments of the Purchase Price shall be paid within office hours on Mondays to Fridays.

12. The Vendor shall sell and the Purchaser shall purchase the Property with vacant possession.

13. The Vendor shall sell and the Purchaser shall purchase the Property and the fittings, finishes and appliances therein 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.

14. 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.

15. (a) 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 Formal Agreement and the subsequent Assignment.

(b) 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 the Purchaser shall pay his own solicitors' legal fees in respect of the sale and purchase of the Property including the Formal Agreement and the subsequent Assignment.

(c) All plan fees for the plans to be attached to the Formal Agreement and the subsequent Assignment, the costs of certified copies of the relevant title deeds and documents 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 or charge in respect of the Property.

(d) The Purchaser shall pay the costs of and incidental to the DMC (as defined in Clause 16(a) below) in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules which include the costs for the provision of a certified copy of the DMC to the Purchaser.

16. (a) On completion of the sale and purchase, the Purchaser shall either enter into a Deed of Mutual Covenant and Management Agreement in relation to the Development (the "**DMC**") with the Vendor OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of the DMC entered into by the Vendor with another purchaser or purchasers in respect of the Development. Such DMC shall follow closely the draft approved by the Director of Lands with any amendments as approved by the Director of Lands. The Vendor is entitled to apply to the Director of Lands for approval to further amendments to the approved form of the DMC in such manner as the Vendor considers necessary and the Purchaser shall not raise objection thereto.

(b) The Purchaser is aware of and acknowledges that the DMC contains the following terms and conditions :-

(i) Except with prior written approval of the Director of Lands and/or the relevant government authority(ies), each of the Owners of House 2 and House 6 shall not remove or interfere with the trees (if any) which are growing within his own House in accordance with the tree preservation proposal/plan as approved by the Director of Lands and/or the relevant governmental authority(ies) pursuant to the terms of the Government Grant of the Lot ("**Government Grant**").

(ii) Without prejudice to the obligations of the other Owners of the Development under the Government Grant and subject to the provisions of the Government Grant, each of the Owners of House 2 and House 6 shall at his own expense be responsible for the preservation and maintenance of the said trees within his own House for purpose of complying with the terms and conditions of the said tree preservation proposal/plan in so far as the said trees within his own House are concerned; and shall remedy, indemnify and keep indemnified the other Owners against all loss damages costs expenses demands and proceedings which the other Owners may suffer or incur as a result of any non-compliance or breach of his obligation under this Clause, including but not limited to a breach by the occupants of his House and their guests or visitors.

(iii) Each Owner of House 2 and House 6 shall permit the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon his House for the purpose of carrying out inspection of the said trees in his House and ensuring that the said tree preservation proposal/plan is duly complied with, at the costs and expense of the relevant Owner(s).

17. On completion of the sale and purchase of the Property, the Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager of the Development), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which may be payable in respect of the Property under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.

18. If the Vendor and the Purchaser have separate legal representation, completion shall be carried out by way of solicitors' undertaking and the Vendor and the Purchaser hereby authorize their respective solicitors to complete the sale and purchase of the Property on the basis of cross undertakings in the form from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree. The parties hereto agree not to call for formal completion.

19. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Formal Agreement is signed and if this Preliminary Agreement is terminated for whatever reason, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry. The costs and disbursements in relation to the preparation and registration of such Memorandum shall be borne by the Purchaser solely.

20. The Purchaser acknowledges that he is entering into this Preliminary Agreement on the basis of his own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and has obtained

independent legal and other professional advice in relation thereto prior to the signing of this Preliminary Agreement.

21. Time is of the essence of this Preliminary Agreement.

22. The Purchaser shall promptly inform the Vendor in writing of any changes in Hong Kong correspondence address and telephone number as set out in the Offer Form.

23. In the event that the Tenderer comprises more than one person, the obligations and liabilities of each of those persons are joint and several.

24. The Property comprises a residential property and a non-residential property (if any) within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

25. Section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement, and this Preliminary Agreement may be varied by the parties hereto from time to time or terminated or rescinded by agreement of the parties hereto or pursuant to the provisions of this Preliminary Agreement without the consent of any person who is not a party to this Preliminary Agreement.

26. In the event of any discrepancy between the English version of this Preliminary Agreement and the Chinese translation of this Preliminary Agreement, the English version shall prevail.

招標文件

公開招標承投購買物業

現招標承投購買：

載於招標公告附表第一部 (A) 欄之位於
香港碧荔道 57 號碧麗軒之物業

招標開始日期及時間為載於招標公告附表第一部 (B) 欄的日期及時間
而招標截止日期及時間為載於招標公告附表第一部 (C) 欄的日期及時間
(但若在招標截止時限之前物業已被撤回或出售則除外)

填妥及妥為簽署的投標書必須於招標開始至招標截止前放入普通信封內封密，信封面上清楚註明「**香港碧荔道57號碧麗軒招標文件第12-BH號的招標**」，提交至賣方的代理人位於**香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓**擺放的標示為 「**香港碧荔道 57 號碧麗軒公開招標**」的投標箱內。

賣方： 昌明置業有限公司
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓

賣方律師： 的近律師行
香港中環遮打道 18 號歷山大廈 6 樓

賣方代理人： 華懋代理有限公司
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓
查詢熱線：2439 1662
聯絡人：吳崇武先生 (電話：2739 8811 / 傳真：2311 3080)

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「**承約期間**」	指由載於招標公告附表第一部 (C) 欄的招標截止日期及時間起計 14 天內。
「**該等指定招標汽車停車位**」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第二部所列的汽車停車位，而「**指定招標汽車停車位**」是指任何一個該等指定招標汽車停車位。
「**出售條款**」	指本招標文件第 3 部份的出售條款。
「**正式合約**」	指賣方與買方根據出售條款第 5.1 段擬簽訂的本物業的正式合約。
「**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 2 部份的要約表格。
「**本物業**」	指如果及一旦投標者的投標書獲得賣方接納時的一個或多個投標物業 (視何情況)。
「**該等招標物業**」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第一部 (A) 欄所列的物業，而「**招標物業**」是指任何一個該等物業。
「**樓價**」	指要約表格中訂明的樓價。
「**買方**」	指中標者，其對本物業的投標書獲得賣方接納。
「**招標截止日期**」	指載於招標公告附表第一部 (C) 欄的日期及時間。
「**招標開始日期**」	指載於招標公告附表第一部 (B) 欄的日期及時間。
「**招標文件**」	指本招標文件 (由第 1 部份、第 2 部份及第 3 部份及附表組成，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。
「**該等投標物業**」	指要約表格的附表中訂明的物業，而「**投標物業**」是指任何一個該等物業。
「**投標者**」	指要約表格中訂明為投標者的人士。
「**賣方**」	指昌明置業有限公司。
「**賣方律師**」	指的近律師行。

2. 招標程序

2.1 賣方現按照載於招標文件的條款及細則招標承投購買該等招標物業。

2.2 除該等招標物業外，投標者可在投標書中額外選擇提出邀約購買指定招標汽車停車位。

2.3 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。

2.4 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。

2.5 賣方亦保留權利在接受任何投標書之前的任何時間撤回所有或任何該等招標物業不予出售，或將所有或任何該等招標物業或其任何部份以任何方法 (包括但不限於私人協約、投標及拍賣) 售予任何人。

2.6 賣方保留權利不時透過修改銷售安排資料的方法更改任何該等招標物業的招標截止日期及時間。賣方無須就修改銷售安排資料另行通知投標者。

2.7 賣方保留權利接受或將任何提交不符合要求之投標書或未能提交有效或妥為簽署的招標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。

2.8 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。

2.9 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 2 部分)。**投標者可填妥及簽署要約表格的中文或英文版本**；

(b) 並連同以下文件：

(i) 銀行本票及支票 (視何情況)

(A) 一張或多張銀行本票，總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發；或

(B) 一張或多張銀行本票，金額合共港幣 2,000,000 元及一張或多張支票，金額為其相關餘款，銀行本票及支票總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，而支票則為香港發牌銀行的支票。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／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) 中介人的牌照 (如適用)

在交易中代表投標者的地產經紀 (「**中介人**」) 的地產經紀的牌照複印本，不論中介人是否同時代表賣方。

(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 (**附件 1**)
(2) 關於本物業的賣方資料表格 (**附件 2**)
(3) 個人資料收集聲明 (**附件 3**)
(4) 買方聲明書(與賣方關係) (**附件 4**)

<u>請不要於本第 (iv) 分段所述的第 (1) 至第 (4) 項的任何文件內填上日期。</u>

(c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**香港碧荔道 57 號碧麗軒招標文件第 12-BH號的招標**」；及

(d) 從下述招標開始日期及時間起至招標截止日期及時間止放入位於香港新界荃灣楊屋道 8 號如心廣場第 2 座 5 樓擺放的標示為「**香港碧荔道 57 號碧麗軒公開招標**」的投標箱內：
招標開始日期及時間：
招標開始日期下午1時正
招標截止日期及時間：
招標截止日期下午4時正
請注意，賣方保留其絕對權利不時以更改及/或發出相關銷售安排調整投標截止日期及/或時間。招標出售的投標物業售完即止。雖然某一投標物業可能在某一招標日期仍然進行招標，由於賣方可能會在先前的招標程序完結後14天內的任何一天接納該投標物業先前的投標書，使該投標物業於該招標日期內變為不再可供出售。在此情況下，賣方會拒絕認購該投標物業之其他要約。有意遞交某一投標物業的投標書的人士敬請檢視成交紀錄冊，以知悉某一投標物業在某一招標日期是否仍然可供出售。另請亦注意成交紀錄冊未必一定於賣方接納投標後立即更新。

2.10 在賣方對收到的投標書作出決定前，所有銀行本票和支票 (視何情況) 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和支票 (視何情況) 將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票和支票 (視何情況) 將不會予以兌現，且落選投標者可經預約領回銀行本票和支票 (視何情況)，惟賣方亦可將銀行本票和支票 (視何情況) 於承約期間屆滿後起計 14 天內，按投標書所載之香港通訊地址以專人送達或通過郵遞方式退還予落選投標者，風險由投標者承擔。

2.11 (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，須由其一名董事簽署)，並視作為主事人。賣方不接受任何人以代理人、獲授權人、被提名人、代表或信託人身份代表投標者行事。

(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和支票 (視何情況) 的地址。

2.12 (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。投標書根據本招標文件的程序一經遞交，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. <u>接受投標</u>

3.1 投標書如獲接納，中標者即成為本物業之買方。

3.2 買方會在承約期間屆滿或之前獲通知(「**接納書**」)其投標書已被接納，通知信函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。關於接受投標書的信函在投郵後的第二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，不得對其作出任何改動或修訂，正式合約的標準格式將由招標開始日期及時間起直至招標截止日期及時間，存放於香港新界荃灣楊屋道 8 號如心廣場第 2 座 5 樓供閱覽。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 購買本物業可獲提供以下贈品、財務優惠或利益，惟須受以下條款及細則約束：

(a) <u>備用按揭貸款(只適用於支付辦法 B)</u>

買方可向賣方指定的貸款公司(「**貸款人**」)申請第一物業按揭貸款(「**物業按揭貸款**」)，物業按揭貸款申請須經由貸款人批核。申請批核與否，貸款人有最終決定權。不論物業按揭貸款批核與否，買方仍須按正式合約完成該物業之買賣及支付全數樓價。物業按揭貸款受下列主要條款及條件限制：

(1) 買方必須不遲於擬提取物業按揭貸款日前 30 日向貸款人以指定表格作出申請。

(2) 買方須在遞交物業按揭貸款申請時支付予貸款人港幣 5,000 元作為不可退還的物業按揭貸款申請手續費。

(3) 所有物業按揭貸款的法律文件必須於貸款人指定之律師樓辦理及簽署。

(4) 所有有關的法律文件之費用及雜費由買方負責。

(5) 物業按揭貸款金額最高不超過樓價 50%，還款期最長不超過 360 月供款。

(6) 物業按揭貸款及利息以每月相同供款及下列方式償還：

(a) 首 36 個月利息以香港上海滙豐銀行有限公司不時公佈之港元最優惠利率(「最優惠利率」)減 2%計算，按利率浮動而計算。

(b) 由第 37 個月起，利息以最優惠利率計算，按利率浮動而計算。

(7) 任何物業按揭貸款之提前還款(全數或部份)將須支付以下列方法計算之提前還款費：

(a) 如在物業按揭貸款日起計 36 個月內提前償還全數或部份餘下之物業按揭貸款、利息及其他於貸款文件下所欠付之款項，不須支付提前還款費；

(b) 如在前分段(a)時間以外提前全數或部份還款，須支付相當於提前還款額之 3 個月利息(利率以最優惠利率，按利率浮動而計算)之金額作為提前還款費。

(b) <u>首 20 個月免息按揭貸款(只適用於支付條款(C1))</u>

買方可向賣方指定的<u>貸款</u>公司(「**貸款人**」)申請第一物業按揭貸款(「**物業按揭貸款**」)，物業按揭貸款申請須經由貸款人批核。申請批核與否，貸款人有最終決定權。不論物業按揭貸款批核與否，買方仍須按正式合約完成該物業之買賣及支付全數樓價。物業按揭貸款受下列主要條款及條件限制：

(1) 買方必須不遲於擬提取物業按揭貨款日前 30 日向貸款人以指定表格作出申請。

(2) 買方須在遞交物業按揭貸款申請時支付予貸款人港幣 5,000 元作為不可退還的物業按揭貸款申請手續費。

(3) 所有物業按揭貸款的法律文件必須於貸款人指定之律師樓辦理及簽署。

(4) 所有有關的法律文件之費用及雜費由買方負責。

(5) 物業按揭貸款金額最高不超過樓價 70%，還款期最長不超過 360 月供款。

(6) 物業按揭貸款以下列方式償還：

(a) 首 20 個月, 相等於樓價 20%的該部份物業按揭貸款可分 20 期每月免息供款償還(依按揭條款規定的脫期供款利息除外)，每期償還金額為樓價之 1%。

(b) 由第 21 個月起至第 56 個月，餘下的物業按揭貸款以每月連利息供款償還，利率以香港上海滙豐銀行有限公司不時公佈之港元最優惠利率減 2%計算。由第 57 個月起，本金連利息之償還應以香港上海滙豐銀行有限公司不時公佈之港元最優惠利率計算，按利率浮動而計算。

(7) 任何物業按揭貸款之提前還款(全數或部份)將須支付以下列方法計算之提前還款費：

(a) 如在物業按揭貸款日起計 56 個月內提前償還全數或部份餘下之物業按揭貸款、利息及其他於貸款文件下所欠付之款項，不須支付提前還款費；

(b) 如在前分段(a)時間以外提前全數或部份還款，須支付相當於提前還款額之 3 個月利息(利率以最優惠利率，按利率浮動而計算)之金額作為提前還款費。

3.5 投標者宜注意，買方如未能繳付加付訂金，或未能按照出售條款及 / 或正式合約繳付樓價任何部份付款或餘額或完成購買，賣方保留按照投標文件及/或正式合約向買方提出申索和獲得補償的權利。

4. <u>其他事項</u>

4.1 投標者宜注意，賣方只會回答關於該等招標物業的一般問題，而不會就本招標文件或關於該等招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人**華懋代理有限公司 (查詢熱線：2439 1662)**）。

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 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告的附表

第一部

	(A) 該等招標物業	(B) 招標開始日期及時間	(C) 招標截止日期及時間
1.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-05	2023 年 12月2日 下午 1 時	2023 年 12 月 2日 下午 4 時

第二部

	該等招標物業	該等指定招標汽車停車位
1.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-05	香港碧荔道 57 號碧麗軒地下停車位 5 號

[招標公告的附表完]

[第 1 部份：招標公告完]

第 2 部份：要約表格

(由投標者填寫)

致 ： **賣方**

1. <u>要約</u>

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投標物業，並受本招標文件及出售條款的條款及細則所約束。

2. <u>如要約獲接納將構成有效協議</u>

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，本要約表格 (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. <u>收取接受投標書信函的地址</u>

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和支票 (視何情況) 的地址。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。

4. <u>聲明、陳述及保證</u>

本人／我們現向賣方聲明、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本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。

(c) 本人／我們確認本人／我們是在自行檢視、詢問、調查及核實後方遞交本要約表格，並非依賴由賣方或賣方代表作出的不論書面或口頭、明示或隱含的陳述或保證，並已在遞交本要約表格前就招標文件取得獨立法律及其他專業意見。

5. 本人／我們授權賣方完成連同本要約表格遞交的文件中的細節 (現在留白) (如有)。

要約表格的附表

(由投標者填寫)

第 1 節 – 投標者的資料				
姓名/名稱				
香港身份證／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 –該等投標物業及樓價				
1.	投標物業	香港碧荔道 57 號碧麗軒低座地下及一樓單位-05 *及地下停車位[ ]號		
	樓價 (HK$)			
	銀行本票 / 支票	金額 (HK$)	銀行	銀行本票/支票編號

第 3 節 –支付條款

招標者不可撤回地要約以下所選 (以剔號表示) 的支付條款 (請只剔一個)：

☐ **支付條款 A2**

1. 樓價 5% 於簽署本要約表格時支付作爲臨時訂金 (如招標被賣方接納)；
2. 樓價 5% 在簽署正式合約時支付作爲進一步訂金；
3. 樓價 90% 作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 120 日(「**成交日期**」)內。

☐ **支付條款 B**

1. 樓價 5% 於簽署本要約表格時支付作爲臨時訂金（如招標被賣方接納）；
2. 樓價 5%在簽署正式合約時支付作爲進一步訂金；
3. 樓價 90%作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 120 日(「**成交日期**」)內。

☐ **支付條款 C1**

1. 樓價 5% 於簽署本要約表格時支付作爲臨時訂金（如招標被賣方接納）；
2. 樓價 5%在簽署正式合約時支付作爲進一步訂金；
3. 樓價 90%作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 120 日(「**成交日期**」)內。

第 4 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。投標者／買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件進行。

第 5 節 –參觀招標物業

☐ 賣方已開放招標物業供本人／我們參觀，且本人／我們已參觀過招標物業。

☐ 本人／我們明白本人／我們有權在提交標書之前參觀招標物業，而賣方已開放招標物業供本人／我們參觀，但本人／我們決定不參觀。

第 6 節 –遞交清單

以上文件連同本要約表格遞交 (詳情見招標公告第 2.9 段)：

1. ☐ 招標文件 (沒有附件) 及已填妥及簽署的要約表格
2. ☐ 銀行本票和支票 (視何情況)
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) (**附件 1**)
   (2) ☐ 關於本物業的賣方資料表格 (未有填上日期) (**附件 2**)
   (3) ☐ 個人資料收集聲明 (未有填上日期) (**附件 3**)
   (4) ☐ 買方聲明書 (與賣方關係) (未有填上日期) (**附件 4**)

第 7 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及股東的資料均已列於下表。
2. 所有委任投標者的董事或分配/轉讓投標者股份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本物業根據正式合約買賣成交前，投標者的股東或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標者的董事及股東的資料 (包括其姓名、身份證明及香港永久性居民身份)，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

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

第 8 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，要約表格須由其一名董事簽署及蓋上公司印章。)*	
投標者簽署： X	見證人簽署： X
董事的姓名（如投標者為公司）：	見證人姓名：
日期：	

[第 2 部份：要約表格完]

第 3 部分：出售條款

1. <u>定義</u>

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**」	指該物業構成的建於在土地註冊處登記為內地段第 623 號第 10 段之餘段及第 11 段之餘段的土地（統稱「**該地段**」）的發展項目，現稱為「碧麗軒」。
「**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。
「**臨時訂金**」	具有本出售條款第 4 段給予該詞的涵義。
「**賣方律師的辦事處**」	指香港中環遮打道 18 號歷山大厦 6 樓。

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

3. 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）（「**該條例**」）第 8 條給予該詞的涵義；

(b) 本出售條款第 6A(a) 條項下的項目的樓面面積，按照該條例第 8(3) 條之規定計算；

(c) 本出售條款第 6A(b) 條項下的項目的面積，按照該條例附表 2 第 2 部之規定計算；

(d) 「**工作日**」具有該條例第 2(1)條給予該詞的涵義；及

(e) 「**辦公時間**」指由上午 10 時起至同日下午 4 時 30 分為止的期間。

4. 根據招標公告的第 2.9 段，如果投標書獲接納，則連同要約表格一併遞交的一張或多張（總）金額為樓價的 5% 的銀行本票和支票（視何情況）將作為買方支付的臨時訂金（以下簡稱「**臨時訂金**」），該臨時訂金應由賣方律師作爲保證金保存人而持有。

5. 如果投標書獲接納：

5.1 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) 由買方於接納書之日期後的第五個工作日或之前簽立；及

(b) 由賣方於接納書之日期後的第八個工作日或之前簽立。

5.2 該物業的樓價為要約表格的附表第 2 節所載之銀碼，並須由買方按要約表格的附表第 3 節所要約的支付條款支付予賣方。

5.3 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。

5.4 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。

5.5 須就本臨時合約、正式合約及轉讓契支付的買家印花稅（如有的話），由買方承擔。

5.6 買方須於接納書的日期之後的 5 個工作日內（在此方面時間為關鍵元素）携帶其香港身份證或護照或（如買方為公司）商業登記證及本臨時合約之正本前往賣方律師的辦事處或其聘用的律師的辦事處（視何情況）以：

(a) 簽署正式合約，其標準格式按賣方律師編製，不作修訂；及

(b) 支付全部有關本臨時合約及正式合約應付的印花稅。

5.7 如果買方沒有在接納書之日期之後的 5 個工作日內簽署正式合約：

(a) 本臨時合約即告終止；

(b) 買方支付的臨時訂金，即被沒收歸於賣方；且

(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。

5.8 買賣須於成交日期或之前在辦公時間內於賣方律師的辦事處完成。

5.9 買方須按本臨時合約及正式合約規定的時間和方式完成購買該物業及支付加付訂金、部份樓價及樓價餘款。

6A. 該等投標物業（包括該物業）的量度尺寸如下:

- 香港碧荔道 57 號碧麗軒低座地下及一樓單位-05

(a) 該住宅物業的實用面積為168.881平方米（1,818平方呎）；及

(b) 其他量度尺寸為：

平台的面積為 34.391 平方米（370 平方呎）；及
花園的面積為 13.440 平方米（145 平方呎）。

6B. 每個指定招標汽車停車位的面積如下:

12.5 平方米 (135 平方呎)

7. 該物業的買賣包括附表所列的該物業的裝置、裝修物料及設備一起出售。

8. 在不損害《物業轉易及財產條例》（第 219 章）第 13 和 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。如買方作出及堅持任何有關業權或其他方面的反對或質詢，而賣方未能或（因困難、延遲或開支或任何其他合理的理由）不願移除或符合之，則賣方有權（儘管之前有任何協商或訴訟）向買方或其代表律師在發出至少 14 日達至下述效果的書面通知後取消買賣。除非在通知期間該反對或質詢被撤回，否則該買賣將在該通知期滿後取消，買方並有權獲退還已付予賣方的臨時訂金及其他款項（如有），但不含利息、費用或賠償，且買賣雙方須自費簽立一份取消協議，而買方將不能對賣方提出進一步申索。

9. 買方確認已收到第 10 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。

10. 就上述第 9 條而言，「**對買方的警告**」內容如下：

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 solicitors, 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。

11. 所有樓價(招標公告第 2.9(b)(i)(B)段所述的臨時訂金餘額除外)須以銀行本票的方式支付。買方須按照本臨時合約所列的條款支付樓價。所有支付樓價的款項須於星期一至星期五的辦公時間內支付。

12. 賣方須在可交出空置管有權的情況下出售該物業且買方須在該種情況下購買該物業。

13. 賣方須以該物業及其內的裝置、裝修物料及設備的現狀及其現有的實際狀況及狀態以及按照本臨時合約出售該物業，且買方須以該物業及其內的裝置、裝修物料及設備的現狀及其現有的實際狀況及狀態以及按照本臨時合約購買該物業。

14. 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。

15. (a) 如買方同時聘用賣方律師以代表其購買該物業，賣方將承擔就正式合約及其後的轉讓契收取的律師費。

(b) 如買方選擇聘用自己的律師以代表其購買該物業，買賣各方須各自承擔其代表律師就該物業的買賣（包括正式合約及其後的轉讓契）收取的律師費。

(c) 擬附於正式合約和其後轉讓契的圖則的所有圖則費用、所有相關業權契據及文件的核証副本的費用（包括該等核証副本的圖則費）、查冊費用、登記費用及其他雜費，均由買方承擔。買方亦須支付並承擔有關該物業的任何按揭契或押記的所有法律費用和雜費。

(d) 買方須支付依據《律師（一般）事務費規則》規定的收費率就公契（定義見第16(a)條）產生或附帶的費用，包括提供一份公契的核証副本予買方的費用。

16. (a) 在本買賣成交時，買方須與賣方簽立一份有關發展項目的公契及管理協議(「**公契**」)或在賣方要求下接受由賣方的該物業的轉讓契，該轉讓契須受制並得益於由賣方與另一名或多名買家簽立的有關發展項目的公契。公契須緊遵由地政總署署長批核的擬稿及任何地政總署署長批准的修改。 賣方有權向地政總署署長申請批准，對已批核的公契作出賣方認爲必要的進一步修改，買方無權提出反對。

(b) 買方謹此留意到並知悉公契含有以下條款：

(i) 除非得到地政總署署長及／或其他有關政府部門的書面批准，每名洋房 2 及洋房 6 的擁有人不得移除或干預該些按照該地段的批地文件（「**批地文件**」）獲地政總署署長及／或其他有關政府部門批准的樹木保育議案／計劃而在其洋房內生長的樹木。

(ii) 在不影響批地文件下發展項目其他業主的責任，及受批地文件的條文所限，每名洋房 2 及洋房 6 的擁有人須自費負責保育及維持該些在其洋房內的樹木，以遵從上述樹木保育議案／計劃的條款（就有關在其洋房內的樹木而言）；並須對因未有遵從或違反本條文內其負有的責任（包括但不限於由其洋房的佔用人或其賓客或訪客作出的違反）而導致發展項目其他業主蒙受或造成的一切損失、損壞、開支、索償及法律程序，作出補償、彌償及保持彌償。

(iii) 每名洋房 2 及洋房 6 的擁有人須自費並容許管理人、其佣僕、代理人、承建商及其他妥為授權的人士在合理的事先通知下（緊急情況例外）前往及進入其洋房，以檢查該些樹木並確保上述樹木保育議案／計劃得以妥為遵從。

17. 在本物業買賣成交時，買方須向發展項目的管理人支付或向賣方付還（如賣方已向發展項目的管理人支付該等款項）所有按金及預付款項、特別基金及泥頭清理的分攤款項、公共水錶及電錶及向發展項目公用部份供應公用事業的按金的相應比例，及其他按或根據公契就該物業而或須支付的款項。買方須向賣方付還任何已由賣方支付的款項，不論該等按金、預付款項、分攤款項或其他款項根據公契是否可轉讓或可退還。

18. 如買賣雙方有其各自的律師代表，成交須以律師相互承諾形式進行，買賣雙方現授權其各自代表律師以香港律師會不時建議的（連同雙方律師同意的變更）相互承諾形式完成該物業之買賣。買賣雙方同意不要求正式成交。

19. 如買方或任何人代表買方在簽立正式合約前將本臨時合約登記於土地註冊處登記冊內，且本臨時合約因任何原因遭終止，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合

約在土地註冊處內之登記或記錄撤銷或取消。買方須獨力承擔一切有關擬備及註冊該備忘錄的法律費用及開支。

20. 買方確認其是在自行檢視、詢問、調查及核實後方簽立本臨時合約，並非依賴由賣方或賣方代表作出的不論書面或口頭、明示或隱含的陳述或保證，並已在簽立本臨時合約前就其取得獨立法律及其他專業意見。

21. 時間為本臨時合約的關鍵元素。

22. 買方在要約表格上所填寫的香港通訊地址及電話號碼如有任何更改，須立即書面通知賣方。

23. 若投標者由多於一人組成，則每一位投標者的義務及責任為共同及各別。

24. 該物業包含印花稅條例（第 117 章）第 29A(1) 條所註釋之住宅用途物業和非住宅用途宅物業（如果有的話）。

25. 合約（第三者權利）條例（第 623 章）第 6(1) 條不適用於本臨時合約，而本臨時合約各方可隨時按各方同意或根據本臨時合約條款更改、終止或撤銷本臨時合約，毋須取得任何非本臨時合約一方的第三者同意。

26. 如果本臨時合約的英文文本和中文譯本有任何不一致，則應以英文文本為準。

出售條款的附表
Schedule to the Conditions of Sale

裝置、裝修物料及設備
Fittings, finishes and appliances

<table>
<tr><td colspan="4">1. 室內裝修物料</td></tr>
<tr><td></td><td>細項</td><td colspan="2">描述</td></tr>
<tr><td rowspan="3">(a)</td><td rowspan="3">大堂</td><td>地下入口大堂</td><td>地台鋪砌天然石及金屬腳線。
牆身以金屬飾面，木飾面和鏡面，配以金屬修邊。
單位-10至12的入口大堂，天花裝有木板配木飾面假天花。
單位-15至19的入口大堂，天花裝有石膏板假天花連批盪和髹乳膠漆。</td></tr>
<tr><td>私人大堂</td><td>洋房1、2、3、5及6
地台鋪砌天然石及石腳線。
牆身位置批盪後髹乳膠漆（除了被假陣覆蓋位置）、木飾面及金屬飾面。
洋房1、2、3的二樓及洋房5的地下高層及一樓，除了以上飾面外，均設有玻璃飾面。
天花髹乳膠漆連批盪，部份天花位置裝有石膏板假陣及假天花，皆髹乳膠漆。</td></tr>
<tr><td>私人升降機大堂往停車場</td><td>洋房1、2、3及5
地台鋪砌天然石及金屬腳線。
牆身以玻璃、金屬飾面、木飾面配以金屬修邊。
天花裝有石膏板假天花和髹乳膠漆。</td></tr>
<tr><td rowspan="2">(b)</td><td rowspan="2">內牆及天花板</td><td>內牆</td><td>客廳、飯廳（除單位-19以外）及睡房位置髹乳膠漆連批盪（除了被假陣覆蓋位置）。
所有單位與客廳及飯廳毗鄰的樓梯位置裝設金屬框玻璃欄河及木格柵。
單位-19的客廳及飯廳位置髹乳膠漆連批盪（除了被假陣覆蓋位置）及裝有木飾面。與客廳及飯廳毗鄰的樓梯位置裝設金屬框玻璃欄河及木格柵。</td></tr>
<tr><td>天花板</td><td>客廳、飯廳及睡房外露位置髹乳膠漆連批盪，部份天花位置裝有石膏板假陣及假天花，皆髹乳膠漆。</td></tr>
<tr><td>(c)</td><td>內部地板</td><td colspan="2">客廳及飯廳內部地板鋪砌天然石及石腳線。
單位-01,02,03,05,06,07,08及09的客廳及飯廳內部地板鋪砌複合木地板及木腳線，部分位置鋪砌天然石及石腳線。
睡房內部地板鋪砌複合木地板及木腳線，房間部分位置鋪砌天然石包邊。</td></tr>
<tr><td>(d)</td><td>浴室</td><td colspan="2">牆身外露位置鋪砌天然石至假天花。
地台外露位置鋪砌天然石。
裝有石膏板假陣及假天花，部分天花位置裝有複合木板假天花，皆髹乳膠漆連批盪及部分裝有金屬修邊。</td></tr>
</table>

(e)	廚房	牆身外露位置鋪砌天然石、金屬及玻璃飾面至假天花。 地台外露位置鋪砌天然石。 裝有石膏板假陣及假天花，皆髹乳膠漆連批盪。 灶台面為人造石材。	
2. 室內裝置			
(a)	門	住宅單位大門	採用實心防火木門配木飾面及金屬飾面，裝設實心木門框及木封口線、門鎖、門眼、門頂及隱藏氣鼓。
		廚房門	單位-01、02、03、05、06、07、08、09、10、11、12、15、16、17、18、19及洋房6 採用實心防火木門配木飾面及金屬飾面，裝設實心木門框及木封口線、防火玻璃視窗及隱藏氣鼓。
			洋房1、2、3 及5 採用防火玻璃門，裝設地鉸。
		睡房門	除了洋房5 的睡房1、2、3 及主人睡房和洋房6的睡房1、2、3 及主人睡房 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			洋房5 的睡房1、2、3 及主人睡房、洋房6的睡房1、2、3 及主人睡房 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		浴室門	單位- 01 浴室1、單位- 03主人浴室、單位- 05浴室 1 及主人浴室、單位- 10 浴室1、單位- 12 浴室2及主人浴室、單位- 15 浴室1 及主人浴室、洋房1 浴室3 及主人浴室、洋房2 浴室2、3 及主人浴室、洋房3 浴室1、3 及主人浴室、洋房5 浴室2 及3及主人浴室、洋房6浴室1 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			單位-01 浴室2、3及主人浴室、單位-02浴室1 及主人浴室、單位-03浴室1 及2、單位-05浴室2、單位-06浴室1及主人浴室、單位-07、單位-08、單位-09浴室1、2及主人浴室、單位-10浴室2、3及主人浴室、單位-11浴室1、2及主人浴室、單位-12浴室1、單位-15浴室2、單位-16、單位-17、單位-18、單位-19浴室1、2及主人浴室、洋房1浴室1 及2、洋房2浴室1、洋房3浴室2、洋房5浴室1及主人浴室、洋房6浴室2及3 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。

			只限洋房6主人浴室 採用玻璃門，裝設地鉸。
		洗手間門	於工作室內 採用鋁質趟摺門，配百葉、磨砂玻璃及門鎖。
		化妝間門	只限洋房2的一樓及洋房3的一樓 採用空心木趟門配木飾面，裝設門鎖。 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。 只限洋房6的地下及一樓 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
			所有單位除單位-02、06、11、16與洋房2的一樓、洋房3的一樓、洋房6的地下及一樓外 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
		濾水機房門	只限洋房1、2及3 採用空心木門配木飾面，裝設實心木門框及木封口線及門鎖。
			只限洋房5 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門鎖及氣鼓。
		儲物室門	只限單位-01、10、17、18及洋房5 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		工作間門	只限洋房1、2、3及5 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			除洋房1、2、3及5外 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
		衣帽間門	只限洋房5 採用空心木門配木飾面，裝設門鎖。
		後門	只限洋房5

			採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		書房門	只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		客廳/飯廳門	只限洋房5及6 採用防火玻璃門，裝設地鉸。
		家庭廳門	只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
			只限洋房5 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
		洗衣櫃門	只限單位-03、05及07 採用木門配木飾面及木百葉及裝設金屬門柄。
		大堂門	只限洋房5地下高層及洋房6地下 採用防火玻璃門，裝設地鉸。
		私人升降機大堂 (接連停車場)	洋房1、2、3及5 防火玻璃門配膠皮飾面，裝設門鎖及氣鼓。
		花園	單位-01、02、03、05、06、07、08、09，洋房1、2及5 鋁框玻璃趟門及裝設門鎖。
			洋房6 鋁框玻璃門及裝設門鎖。 鋁框玻璃趟摺門及裝設門鎖。
		平台	單位-01、11、12、15、16、17、18、19，洋房1、2、3、5及6（所有位於天台，除單位-01 位於一樓外） 鋁框玻璃門及裝設門鎖。
			單位-03（一樓）、05（一樓）、洋房1（二樓）、洋房5（三樓）及洋房6（一樓及三樓） 鋁框玻璃趟門及裝設門鎖。
			單位-10及洋房6（所有位於天台） 鋁框玻璃趟摺門及裝設門鎖。
		露台	洋房1 、2、3及5（所有位於二樓及三樓） 鋁框玻璃趟門及裝設門鎖。

		家庭廳往室外	洋房1 鋁框玻璃門及裝設門鎖。
			洋房6室外空調機 鋁框玻璃門及裝設門鎖。
(b)	浴室	主人浴室	選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括玻璃淋浴間（所有洋房均設金屬框架的玻璃淋浴間）、電鍍花灑套裝連雨淋式淋浴花灑、人造石浴缸連電鍍水龍頭及電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架、電鍍掛鈎（除洋房6外）及電鍍熱毛巾架。 以下是人造石浴缸的尺寸： - 單位的主人浴室1,680毫米（長）x 800毫米（闊）x 500毫米（深） - 洋房的主人浴室（除洋房6以外）1,760毫米（長）x 1,030毫米（闊）x 500毫米（深） - 洋房6的主人浴室1,800毫米（長）x 985毫米（闊）x 550毫米（深）
		浴室1	所有單位除單位-03及12以外 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括玻璃淋浴間、電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。
			單位-03及12，洋房2及3 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施配以鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。
			洋房1及5 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括玻璃淋浴間、電鍍花灑套裝連雨淋式淋浴花灑、人造石浴缸尺寸為1,760毫米（長）x 1,030毫米（闊）x 500毫米（深），連電鍍水龍頭及電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架、電鍍掛鈎及電鍍熱毛巾架。

			洋房6 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括玻璃淋浴間、鋼製浴缸尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深）及設電鍍淋浴水龍頭，電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。
		浴室2	所有洋房及單位除單位-02及06以外 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），連電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。
		浴室3	所有洋房及單位-01及10 選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。 沐浴設施包括鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），連電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。
		所有洋房及單位浴室： 有關供水系統的類型和用料，請參閱以下「供水」的部份。	
(c)	廚房	不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。供水系統採用銅喉管以供應冷水及熱水。	
		所有洋房及單位-01及10 配以木製廚櫃組合配鋁質面板及人造石檯面。	
		所有單位除單位-01及10 配以木製廚櫃組合配高光面板及木皮面板及人造石檯面。	
		有關設備請參閱「設備說明表」。	
(d)	睡房	只限單位-01 主人睡房配以木製嵌入式衣櫃連玻璃門。睡房 1、睡房 2 及睡房 3 配以木製嵌入式衣櫃。	
		只限洋房5 主人睡房配以木製嵌入式衣櫃連鋁框玻璃門。睡房1配以木製嵌入式衣櫃連鏡及玻璃趟門。睡房2及睡房3配以木製嵌入式衣櫃。	

(e)	電話	裝設有電話插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。
(f)	天線	裝設有電視及電台接收插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。
(g)	電力裝置	導管部分暗藏於牆身及部分外露。外露部分或置於假天花、假陣、儲物櫃、槽位內或 被其他材料覆蓋。提供單相或三相電力並備有配電箱及微型斷電器。 有關電插座及空調機接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。
(h)	氣體供應	有煤氣供應。煤氣喉接駁至煤氣煮食爐及煤氣熱水爐。 有關煤氣接駁點位置，請參閱「住宅物業機電裝置數量說明表」。
(i)	洗衣機 接駁點	設有洗衣機來水接駁喉位（直徑為15毫米）及去水接駁喉位（直徑為40毫米）。 有關接駁點的位置，請參閱「住宅物業機電裝置數量說明表」。
(j)	供水	水管部分暗藏於牆身及部分外露。外露部分或置於假天花、假陣、儲物櫃、槽位內或 被其他材料覆蓋。 冷熱水供水系統採用銅喉管。 沖廁水供水系統採用膠喉管。 有熱水供應。

3. 設備說明		
位置	設備	品牌名稱
客廳及飯廳	變頻多聯分體式空調機（室內機）	大金
	視像對講機	ABB
廚房	變頻多聯分體式空調機（室內機）	大金
	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供洋房 1、2、3、5)	TGC
	電熱水爐	斯寶亞創
	對講機	ABB
	抽油煙機	Miele
	炒鑊氣體煮食爐	Miele
	雙頭氣體煮食爐	Miele
	雙頭嵌入式電磁爐	Miele
	焗爐	Miele
	蒸爐	Miele
	微波爐 (僅供洋房 1、2、3、5)	Miele
	嵌入式洗碗碟機 (僅供單位 01、10、12、15 及洋房 1、2、3、5、6)	Miele
	洗衣機 (僅供單位 01、03、05、07、08、09、10、11、12、15、16、19 及洋房 1、2、3、5、6)	Miele
	乾衣機 (僅供單位 01、03、05、07、08、09、10、11、12、15、16、19 及洋房 1、2、3、5、6)	Miele
	嵌入式洗衣機/乾衣機 (僅供單位 02、06、17、18)	Miele
	雪櫃	Sub-Zero
	酒櫃	Sub-Zero
	嵌入式冷藏櫃 (僅供洋房 5)	Sub-Zero
工作間	變頻多聯分體式空調機（室內機）	大金

主人睡房	變頻多聯分體式空調機（室內機）	大金
	對講機	ABB
睡房 1	變頻多聯分體式空調機（室內機）	大金
睡房 2	變頻多聯分體式空調機（室內機）	大金
睡房 3	變頻多聯分體式空調機（室內機） (僅供單位 01、10 及洋房 1、2、3、5、6)	大金
主人浴室	變頻多聯分體式空調機（室內機）	大金
	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供單位 03 及 05)	TGC
儲物室	變頻多聯分體式空調機（室內機） (僅供單位 10、17、18 及洋房 5、6)	大金
梯屋	變頻多聯分體式空調機（室內機） (僅供單位 10 及洋房 1、2、3)	大金
家庭廳	變頻多聯分體式空調機（室內機） (僅供洋房 1、2、3、5、6)	大金
	對講機 (僅供洋房 1、2、3、5)	ABB
一樓大堂	變頻多聯分體式空調機（室內機） (僅供洋房 1、2、3)	大金
二樓大堂	變頻多聯分體式空調機（室內機） (僅供洋房 1、2、3)	大金
三樓大堂	變頻多聯分體式空調機（室內機） (僅供洋房 1、2、3)	大金
書房	變頻多聯分體式空調機（室內機）(僅供洋房 6)	大金
平台 (單位-01)	變頻多聯分體式空調機（室外機）(僅供單位 01)	大金
	煤氣熱水爐 (僅供單位 01)	TGC
花園	變頻多聯分體式空調機（室外機） (僅供單位 02、03、05、06、07、08、09)	大金
平台	變頻多聯分體式空調機（室外機） (僅供單位 10、11、12、15、16、17、18、19 及洋房 1、2、3、5)	大金
	煤氣熱水爐 (僅供單位 10、11、12、15、16、17、18、19)	TGC
天台	變頻多聯分體式空調機（室外機） (僅供洋房 6)	大金
	煤氣熱水爐 (僅供洋房 6)	TGC
升降機大堂	分體式空調機（室外機） (僅供洋房 1、2、3、5)	大金
濾水機房	抽氣扇 (僅供洋房 1、2、3、5)	FlaktWoods
浴室 1	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供單位 05)	TGC
浴室 2	抽氣扇 (僅供單位 01、03、05、07、08、09、10、11、12、15、16、17、18、19 及洋房 1、2、3、5、6)	奧斯博格
	煤氣熱水爐 (僅供單位 03)	TGC
浴室 3	抽氣扇 (僅供單位 01、10 及洋房 1、2、3、5、6)	奧斯博格
化妝間	抽氣扇 (僅供單位 01、03、05、07、08、09、10、12、15、17、18、19 及洋房 1、2、3、5、6)	奧斯博格
	電熱水爐 (僅供單位 01、03、05、07、08、09、10、12、15、17、18、19 及洋房 1、2、3、5、6)	斯寶亞創

洗手間	抽氣扇	奧斯博格
	電熱水爐	電寶儲水
室外管道槽	煤氣熱水爐 (僅供單位 02、06、07、08、09)	TGC

1. Interior Finishes			
	Item	Description	
(a)	Lobby	G/F Entrance Lobby	Floor finished with natural stone and metal skirting. Wall finished with metal cladding, wooden veneer and mirror with metal trim. For entrance lobby of Unit-10 to 12, ceiling finished with wooden panel false ceiling with wooden veneer. For entrance lobby of Unit-15 to 19, ceiling finished with gypsum board false ceiling plastered with emulsion paint.
		Private Lobby	House 1, 2, 3, 5 and 6 Floor finished with natural stone flooring and stone skirting. Wall finished with plaster with emulsion paint (except the area covered by bulkhead), wooden veneer and metal finish. For 2/F of House 1, 2, 3 and U/G and 1/F of House 5, glass finish is provided in addition to the finishes as stated above. Ceiling finished with gypsum board bulkhead and false ceiling both plastered with emulsion paint in partial area of ceiling.
		Private Lift Lobby to Carpark	House 1, 2, 3 and 5 Floor finished with natural stone and metal skirting. Wall finished with glass, metal cladding, wooden veneer with metal trim. Ceiling finished with gypsum board false ceiling plastered with emulsion paint.
(b)	Internal wall and ceiling	Internal Wall	Living Room, Dining Room (except for Unit-19) and Bedrooms finished with plaster with emulsion paint (except the area covered by bulkhead). For all Units, adjoining to the Living Room and Dining Room at the Staircase location finished with glass balustrade with metal frame and wooden features. For Unit-19, Living Room and Dining Room finished with plaster with emulsion paint (except the area covered by bulkhead) and wooden veneer. Adjoining to the Living Room and Dining Room at the Staircase location finished with glass balustrade with metal frame and wooden features.
		Ceiling	Living Room, Dining Room and Bedrooms finished with plaster with emulsion paint on exposed area. Gypsum board bulkhead and false ceiling both plastered with emulsion paint in partial area of ceiling.
(c)	Internal Floor	Living Room and Dining Room finished with natural stone flooring and stone skirting. Living Room and Dining Room finished with engineering wood flooring and timber skirting, partial area finished with natural stone flooring and stone skirting in Unit-01, Unit-02, Unit-03, Unit-05, Unit-06, Unit-07, Unit-08 and Unit-09. Bedroom finished with engineering wood flooring and timber skirting, partial area finished with natural stone border.	
(d)	Bathroom	Wall finished with natural stone on exposed surfaces and up to false ceiling. Floor finished with natural stone on exposed surfaces.	

		Gypsum board bulkhead and false ceiling, partial area with plywood false ceiling, both plastered with emulsion paint and partial area with metal trim.	
(e)	Kitchen	Wall finished with natural stone, metal and glass panel on exposed surfaces and up to the false ceiling. Floor finished with natural stone on exposed surfaces. Gypsum board bulkhead and false ceiling both plastered with emulsion paint. Cooking bench finished with artificial stone.	
2. Interior fittings			
	Item	Description	
(a)	Door	Entrance Door	Solid core fire rated timber door finished with timber veneer and metal panel, fitted with solid timber door frame and timber architrave, lockset, eye viewer, door stop and concealed door closer.
		Kitchen Door	For Unit-01, 02, 03, 05, 06, 07, 08, 09, 10, 11, 12, 15, 16, 17, 18, 19 and House 6 Solid core fire rated timber door finished with timber veneer and metal panel, fitted with solid timber door frame and timber architrave, fire rated glass vision panel and concealed door closer.
			For House 1, 2, 3 and 5 Fire rated glass door with floor spring hinge.
		Bedroom Door	All except House 5 Bedroom 1, 2, 3 and Master Bedroom and House 6 Bedroom 1, 2, 3 and Master Bedroom Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.
			For House 5 Bedroom 1, 2, 3 and Master Bedroom, House 6 Bedroom 1, 2, 3 and Master Bedroom Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Bathroom Door	For Unit-01 Bathroom 1, Unit-03 Master Bathroom, Unit-05 Bathroom 1 and Master Bathroom, Unit-10 Bathroom 1, Unit-12 Bathroom 2 and Master Bathroom, Unit-15 Bathroom 1 and Master Bathroom, House 1 Bathroom 3 and Master Bathroom, House 2 Bathroom 2, 3 and Master Bathroom, House 3 Bathroom 1, 3 and Master Bathroom, House 5 Bathroom 2 and 3 and Master Bathroom, House 6 Bathroom 1 Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.

			For Unit-01 Bathroom 2, 3 and Master Bathroom, Unit-02 Bathroom 1 and Master Bathroom, Unit-03 Bathroom 1 and 2, Unit-05 Bathroom 2, Unit-06 Bathroom 1 and Master Bathroom, Unit-07, Unit-08, Unit-09 Bathroom 1, 2 and Master Bathroom, Unit-10 Bathroom 2, 3 and Master Bathroom, Unit-11 Bathroom 1, 2 and Master Bathroom, Unit-12 Bathroom 1, Unit-15 Bathroom 2, Unit-16, Unit-17, Unit-18, Unit-19, Bathroom 1, 2 and Master Bathroom, House 1 Bathroom 1 and 2, House 2 Bathroom 1, House 3 Bathroom 2, House 5 Bathroom 1 and Master Bathroom, House 6 Bathroom 2 and 3 Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
			For House 6 Master Bathroom Only Glass Door with floor spring hinge.
		Lavatory Door	Inside Utility Room Aluminum slide folding door with louvre, frosted glass and lockset.
		Powder Room Door	House 2 1/F and House 3 1/F only Hollow core timber sliding door with timber veneer and lockset. Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset. House 6 G/F and 1/F only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
			All Units except Unit-02, 06, 11, 16 and House 2 1/F, House 3 1/F, House 6 G/F and 1/F Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Filtration Plant Room Door	House 1, 2 and 3 only Hollow timber door finished with timber veneer, fitted with solid timber door frame and timber architrave and lockset.
			House 5 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame and timber architrave, lockset and door closer.
		Store Room Door	Unit- 01, 10, 17, 18 and House 5 Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.

			House 6 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Utility Room Door	House 1, 2, 3 and 5 only Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.
			All except House 1, 2, 3 and 5 Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Walk-in closet Door	House 5 only Hollow core timber door with timber veneer and lockset.
		Back Door	House 5 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Study Room Door	House 6 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Living/ Dining Room Door	House 5 and 6 only Fire rated glass door with floor spring hinge.
		Family Room Door	House 6 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
			House 5 only Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Laundry Cabinet Door	Unit-03, 05 and 07 only Timber door finished with timber veneer and timber louvre and metal door handle.
		Lobby Door	House 5 UG/F and House 6 G/F Only Fire rated glass door finished with floor spring hinge.
		Private Lift Lobby (to carpark)	House 1, 2, 3 and 5 Fire rated glass door finished with plastic laminate, lockset and door closer are provided.

		Garden	Unit-01, 02, 03, 05, 06, 07, 08, 09, House 1, 2 and 5 Aluminium framed sliding glass door fitted with lockset.
			House 6 Aluminium framed glass door fitted with lockset. Aluminium framed sliding folding glass door fitted with lockset.
		Flat Roof	Unit-01, 11, 12, 15, 16, 17, 18, 19, House 1, 2, 3, 5 and 6 (All located at R/F except Unit-01 on 1/F) Aluminium framed glass door fitted with lockset.
			Unit- 03 (1/F), 05 (1/F), House 1 (2/F), House 5 (3/F) and House 6 (1/F and 3/F) Aluminium framed sliding glass door fitted with lockset.
			Unit-10 and House 6 (All located at R/F) Aluminium framed sliding folding glass door fitted with lockset.
		Balcony	House 1, House 2, House 3 and House 5 (All located at 2/F and 3/F) Aluminium framed sliding glass door fitted with lockset.
		Family Room to External	House 1 Aluminium framed glass door fitted with lockset.
			House 6 A/C outdoor unit Aluminium framed glass door fitted with lockset.
(b)	Bathroom	Master Bathroom	Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle (glass shower cubicle with metal frame for all Houses), electroplated shower set with rain shower head, composite stone bathtub and electroplated bath mixer with electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder, electroplated hook (except House 6) and electroplated towel warmer. Composite stone bath tub with following sizes are provided: - 1,680mm(L)x800mm(W)x500mm(D) for all Master Bathroom of Units. - 1,760mm(L)x1,030mm(W)x500mm(D) for all Master Bathroom of Houses. (Except House 6) - 1,800mm(L)x985mm(W)x550mm(D) for Master Bathroom of House 6.
		Bathroom 1	All units except Unit-03 and 12 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle, electroplated shower set with rain shower head.

			Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
			For Unit-03, 12, House 2 and 3 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include bath tub in enameled steel, with size 1,600mm(L)x700mm(W)x410mm(D), electroplated shower set with rain shower head. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
			For House 1 and 5 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle, electroplated shower set with rain shower head, composite stone bathtub with size 1,760mm(L)x1,030mm(W)x500mm(D), and electroplated bath mixer with electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder, electroplated hook and electroplated towel warmer.
			For House 6 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle, bath tub in enameled steel with size 1,600mm(L)x700mm(W)x410mm(D) with electroplated bath tub mixer, electroplated shower set with rain shower head. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		Bathroom 2	All Houses and Units except Units-02 and 06 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include bath tub in enameled steel with size 1,600mm(L)x700mm(W)x410mm(D) and electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		Bathroom 3	All Houses and Units-01 and 10 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer.

			Bathing facilities include bath tub in enameled steel with size 1,600mm(L)x700mm(W)x410mm(D) and electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		For all Bathrooms of Houses and Units: For type and material of water supply system, please refer to "water supply" below.	
(c)	Kitchen	Stainless steel sink with chrome plated sink mixer. Copper pipes are used for cold and hot water supply system.	
		All Houses and Unit-01 and 10 Fitted with wooden kitchen cabinet with aluminum door panel and artificial stone countertop.	
		All Units except Unit-01 and 10 Fitted with wooden kitchen cabinet with high gloss lacquer, wood veneer door panel and artificial stone countertop.	
		For appliances provision, please refer to "Appliances Schedule".	
(d)	Bedroom	Unit-01 only Master Bedroom fitted with wooden built-in wardrobe with glass door. Bedroom 1, Bedroom 2 and Bedroom 3 fitted with wooden built-in wardrobe.	
		House 5 only Master Bedroom fitted with wooden built-in wardrobe and aluminum frame glass door. Bedroom 1 fitted with wooden built-in wardrobe with mirror and glass slide door. Bedroom 2 and Bedroom 3 fitted with wooden built-in wardrobe.	
(e)	Telephone	Telephone outlets are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties".	
(f)	Aerials	TV/FM outlets are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties".	
(g)	Electrical Installations	Conduit wiring are partly concealed and partly exposed. The exposed conduits may be enclosed in false ceiling, bulkhead, cabinets, pipe ducts or covered by other materials. Single or three phase electricity supply with distribution boards and miniature circuit breakers are provided. For location and number of power points and air conditioner points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties".	
(h)	Gas Supply	Town gas is provided. Town gas pipes are installed and connected to gas hob and gas water heater. For the location of gas supply points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties"	
(i)	Washing Machine	Water inlet connection point (15mm in diameter) and water outlet connection point (40mm in diameter) are provided for washing machine.	

	Connection Point	For location of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties"
(j)	Water Supply	Water pipes are partly concealed and partly exposed. The exposed water pipes may be enclosed in false ceiling, bulkhead, cabinets, pipe ducts or covered by other materials. Copper pipes are used for cold and hot water supply system. PVC pipes are used for flushing water supply system. Hot water supply is available.

3. Appliances		
Location	Appliances	Brand Name
Living / Dining	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Video Doorphone	ABB
Kitchen	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Houses 1, 2, 3, 5 only)	TGC
	Electric Water Heater	Stiebel Eltron
	Intercom Station	ABB
	Cooker Hood	Miele
	Gas Hob (Wok Burner)	Miele
	Gas Hob (2 Burner)	Miele
	Induction Hob (2 zone)	Miele
	Oven	Miele
	Steam Oven	Miele
	Microwave Oven (For Houses 1, 2, 3, 5 only)	Miele
	Built-in Dishwasher (For Units 01, 10, 12, 15 & Houses 1, 2, 3, 5, 6 only)	Miele
	Washing Machine (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 19& Houses 1, 2, 3, 5, 6 only)	Miele
	Dryer (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 19 & Houses 1, 2, 3, 5, 6 only)	Miele
	Built-in Washer / Dryer (2 in 1) (For Units 02, 06, 17, 18 only)	Miele
	Refrigerator	Sub-Zero
	Wine Cellar	Sub-Zero
	Built-under Fridge Freezer Drawer (For House 5 only)	Sub-Zero
Utility Room	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Master Bedroom	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Intercom Station	ABB
Bedroom 1	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Bedroom 2	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Bedroom 3	VRV Type Air Conditioner (Indoor Unit) (For Units 01, 10 & Houses 1, 2, 3, 5, 6 only)	DAIKIN
Master Bathroom	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Units 03, 05 only)	TGC
Store Room	VRV Type Air Conditioner (Indoor Unit) (For Units 10, 17, 18 & Houses 5 ,6 only)	DAIKIN
Stairhood	VRV Type Air Conditioner (Indoor Unit) (For Unit 10 & Houses 1, 2, 3 only)	DAIKIN
Family Room	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3, 5, 6 only)	DAIKIN

	Intercom Station (For Houses 1, 2, 3, 5 only)	ABB
1/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
2/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
3/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
Study Room	VRV Type Air Conditioner (Indoor Unit) (For House 6 only)	DAIKIN
Flat Roof (Unit-01)	VRV Type Air Conditioner (Outdoor Unit) (For Unit 01 only)	DAIKIN
	Gas Water Heater (For Unit 01 only)	TGC
Garden	VRV Type Air Conditioner (Outdoor Unit) (For Units 02, 03, 05, 06, 07, 08, 09 only)	DAIKIN
Flat Roof	VRV Type Air Conditioner (Outdoor Unit) (For Units 10, 11, 12, 15, 16, 17, 18, 19& Houses 1, 2, 3, 5 only)	DAIKIN
	Gas Water Heater (For Units 10, 11, 12, 15, 16, 17, 18, 19 only)	TGC
Roof Floor	VRV Type Air Conditioner (Outdoor Unit) (For House 6 only)	DAIKIN
	Gas Water Heater (For House 6 only)	TGC
Lift Lobby	Split Type Air Conditioner (Outdoor Unit) (For Houses 1, 2, 3, 5 only)	DAIKIN
Filtration Plant Room	Exhaust Air Fan (For Houses 1, 2, 3, 5 only)	FlaktWoods
Bathroom 1	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Unit 05 only)	TGC
Bathroom 2	Exhaust Air Fan (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Ostberg
	Gas Water Heater (For Unit 03 only)	TGC
Bathroom 3	Exhaust Air Fan (For Units 01, 10 & Houses 1, 2, 3, 5, 6 only)	Ostberg
Powder Room	Exhaust Air Fan (For Units 01, 03, 05, 07, 08, 09, 10, 12, 15, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Ostberg
	Electric Water Heater (For Units 01, 03, 05, 07, 08, 09, 10, 12, 15, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Stiebel Eltron
Lavatory	Exhaust Air Fan	Ostberg
	Electric Water Heater	Hotpool Storage
Outdoor Pipe Duct	Gas Water Heater (For Units 02, 06, 07, 08, 09)	TGC

[第 3 部分：出售條款完]
[End of Part 3: Conditions of Sale]

[招標文件完]
[End of Tender Document]

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. 關於該物業的賣方資料表格 #
   Vendor's Information Form relating to the Property #

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

4. 買方聲明書(與賣方關係) #
   Declaration of the Purchaser (relationship with Vendor) #

5. 樹木保育議案／計劃複印本
   Copy of Tree Preservation Proposal/Plan

附件 1
Annex 1

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

由 **FROM**	:	昌明置業有限公司 (「賣方」) **Cheong Ming Investment Co., Limited ("the Vendor")**
致 **TO**	:	(「買方」) **("the Purchaser")**
本物業 **PROPERTY**	:	詳見要約表格 **Please refer to the Offer Form**

(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.

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

公曆　　年　　月　　日

Dated this　　day of

_____
買方簽署 Signature(s) of the Purchaser

附件 2
Annex 2

賣方資料表格
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方： Vendor:	昌明置業有限公司 Cheong Ming Investment Co., Limited
發展項目： Development:	香港碧荔道 57 號碧麗軒 Bisney Crest, 57 Bisney Road, Hong Kong
指明住宅物業： Specified Residential Property:	香港碧荔道 57 號碧麗軒低座地下及一樓單位-05 Unit-05 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) 須就指明住宅物業支付的管理費用的款額：
The amount of the management fee that is payable for the Specified Residential Property:
HK$13,816.00

(b) 須就指明住宅物業繳付的地稅(如有的話)的款額：
The amount of the Government rent (if any) that is payable for the Specified Residential Property:
無 NIL

(c) 業主立案法團(如有的話)的名稱：
The name of the owners' incorporation (if any) :
無 NIL

(d) 發展項目的管理人的姓名或名稱：
The name of the manager of the Development:
根據發展項目的公契的已批核擬稿，合眾物業管理有限公司將獲委任為發展項目的管理人。Together Management Company Limited will be appointed as the Manager of the Development under the approved draft Deed of Mutual Covenant.

(e) 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：
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:
無 NIL

(f) 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：
Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
無 NIL

(g) 賣方所知的影響指明住宅物業的任何待決的申索：
Any pending claim affecting the Specified Residential Property that is known to the Vendor:
無 NIL

印製日期: 2023 年 11 月 4 日
Date of Printing: 4 November 2023

買方簽署 Signature(s) of the Purchaser
姓名 Name(s) :
日期 Date :

附件 3
Annex 3

個人資料收集聲明

本聲明適用於華懋代理有限公司（「華懋代理」）及其控股公司、附屬公司、聯營公司及關聯公司（華懋代理及其控股公司、附屬公司、聯營公司及關聯公司，統稱「本集團」或「本集團成員」）收集、使用及處理個人資料等事宜。

華懋代理及其他本集團成員可就本集團提供服務、產品、設施或優惠等相關事宜，收集、使用及處理客戶及潛在客戶的個人資料。該等服務、產品、設施或優惠可包括物業或車位的買賣或租賃、提供按揭，及由本集團提供或促成的優惠、活動或節目。

本聲明對閣下適用皆因閣下的身份是：(i)物業的買方或賣方，(ii) 按揭貸款的借款人、按揭人或擔保人，或(iii)就租賃物業而言，租客或（如屬公司或其他非個人租客）其僱員、代理人或代表，或該租約的擔保人。本聲明適用於由閣下或代閣下向任何本集團成員提供的個人資料，及由任何本集團成員不時匯編有關閣下的其他個人資料（統稱「閣下的個人資料」）。本聲明列出閣下的個人資料可以使用的用途及其他關於《個人資料（私隱）條例》（第 486 章）的事宜。

本集團成員需要閣下的個人資料以向閣下提供或為閣下安排服務、產品、設施或優惠。如閣下拒絕提供所需的個人資料，本集團成員可能將不能夠為閣下服務或繼續為閣下服務。

使用閣下的個人資料

1. 本集團成員可不時使用閣下的個人資料作下述一種或多種用途：

   (a) 處理閣下就服務、產品、設施或優惠的申請或要求（包括評估及調查閣下履行閣下的責任的能力及，在適當時，評估及調查閣下的信貸價值、財務狀況及還款能力）；

   (b) 向閣下提供服務、產品、設施或優惠，及處理就維持及管理該等服務、產品、設施或優惠相關所需安排及事宜（包括法律、行政及其他事宜）；

   (c) 核對閣下的身份及閣下的個人資料是否準確；

   (d) 不時評定及檢討閣下履行閣下的責任的能力及，在適當時，不時評定及檢討閣下的信貸價值、財務狀況及還款能力；

   (e) 計算就有關服務、產品、設施或優惠，應由閣下或向閣下支付的任何金額；

   (f) 追收或討回閣下以任何身份欠下的任何金額或債務；

   (g) 執行閣下及任何本集團成員訂立的任何協議或安排的條款，及採取合適行動以保護或保存任何本集團成員的權利或利益；

   (h) 與閣下聯絡及作整體關係管理及維繫；

(i) 調查、處理及回應閣下作出的或對閣下作出的，或以任何方式涉及閣下的任何意見、信息、要求、查詢、投訴或事件；

(j) 協助閣下向其取得或申請信貸服務的銀行、金融機構及信貸提供者，進行彼等對閣下的信貸調查或向閣下追收欠債；

(k) 為閣下或整體客戶設計、安排、提供或促成服務、產品、設施、優惠、活動或節目；

(l) 進行調查、研究及分析，以協助向閣下或整體客戶提供服務、產品、設施、優惠、活動或節目；

(m) 促銷及推廣任何本集團成員或與任何本集團成員訂立任何品牌聯營或合作安排的任何業務夥伴或特選公司（各稱「本集團夥伴」）提供的服務、產品及設施，並請留意下述「使用閣下的個人資料作直接促銷」部份的詳情；

(n) 遵守按任何法律或規例，或由任何政府機關、監管機構、執法機關、法庭或司法機構（不論在香港境內或境外的），就使用或披露個人資料向任何本集團成員施加的任何責任或要求（不論現有的或將來的）；

(o) 遵守本集團為防止或偵測洗黑錢、恐佈份子融資或其他非法活動，而就使用或披露個人資料實施的任何政策及措施；

(p) 核對或比較任何本集團成員不時持有閣下的個人資料，為了或有意產生或核實可用作對閣下採取不利行動的資料；

(q) （如任何本集團成員真誠地相信有必要使用或披露個人資料）以保護任何本集團成員的權利或財產，或確認或聯絡任何不論有意與否可能對任何本集團成員的權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或在任何其他人士可能因此受損的情況下；

(r) 讓任何本集團成員或其業務及資產（或任何部分，包括任何由本集團成員提供的按揭貸款）的實際或潛在買家或承讓人，為有關買賣或轉讓估值；及

(s) 作其他與任何上述用途直接有關的用途。

披露及移轉閣下的個人資料

2. 本集團成員將為閣下的個人資料保密，但可向下述一種或多種類別的人士為上述第一段列出的用途不時披露或移轉閣下的個人資料：

(a) 任何其他本集團成員作提供服務、產品、設施或優惠相關之用；

(b) 如任何本集團成員提供按揭貸款，該按揭貸款的任何借款人、按揭人或擔保人（包括任何共同借款人、共同按揭人或共同擔保人，如適用）；

(c) 向任何本集團成員提供有關銷售或推廣物業或其一般業務或運作的服務或支援的代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者（包括彼等的僱員、董事、人員、代理及服務供應者）。該等服務或支援可包括銷售及推廣、資料儲存、資料處理、行政、電訊或電腦服務。該等代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者可能是或不是本集團成員；

(d) 閣下向其取得或申請信貸服務的任何銀行、金融機構或信貸提供者（可包括第一樓花按揭承按人或第一按揭承按人）；

(e) 任何本集團成員為了遵守法律、規例或法庭命令所需，或符合任何政府機關、監管機構、執法機關、法庭或司法機構的合法要求，有責任或被要求向其披露個人資料的人士，或當任何本集團成員真誠地相信有必要披露個人資料(包括但不限於)以保護其權利或財產，或確認或聯絡任何不論有意與否可能對其權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或當任何其他人士可能因此受損；

(f) 任何本集團成員為了遵守本集團為防止或偵測洗黑錢、恐佈份子融資或其他非法活動而實施的任何政策及措施，被要求向其披露個人資料的人士；

(g) 對任何本集團成員負有保密責任的任何人士，包括會計師、核數師、律師及其他專業顧問；

(h) 由任何本集團成員委任以就閣下履行閣下的責任的能力及，在適當時，閣下的信貸價值、財務狀況及還款能力進行評估及調查的任何獨立承包商或代理人；

(i) （當閣下拖欠償還任何金額或債務時）任何追討欠款公司；及

(j) 任何本集團成員或其業務及資產（或任何部分，包括任何由本集團成員提供的按揭貸款）的任何實際或潛在買家或承讓人。

3. 閣下的個人資料可能向任何上述人士在香港境內移轉或移轉至香港以外的地方。

使用閣下的個人資料作直接促銷

4. 每位收集閣下的個人資料的本集團成員有意使用閣下的個人資料作直接促銷，為此該位本集團成員須獲得閣下的同意。收集閣下的個人資料的本集團成員通常是有關物業的賣方或業主，或有關按揭貸款的貸款人。請閣下注意下列事項：

(a) 可使用個人資料的種類

該位本集團成員可使用下述各類由其不時持有的閣下的個人資料作直接促銷：

- 閣下的姓名、地址、電話號碼、電郵地址及其他聯絡資料；
- 有關閣下就服務、產品及設施的使用、購買或消費的模式及行為（包括服務及產品組合資料及消費習慣）；及
- 閣下的人口統計數據。

(b) 被促銷的服務、產品及標的類別

該位本集團成員可促銷下述一種或多種類別的服務、產品及標的：

- 該位本集團成員或任何其他本集團成員獨自或與任何其他發展商或人士不時提供作出售及/或出租的房地產或物業發展項目；
- 按揭貸款及其他信貸服務；
- 酒店、商務會議設施及服務、餐廳、康樂設施及娛樂；及
- 為慈善或非牟利目的的捐款或捐贈及相關活動或節目。

(c) 被促銷服務、產品及標的的供應商

上述服務、產品及標的可能由下述一種或多種類別的人士提供：

- 該位本集團成員；
- 其他本集團成員；及
- 本集團夥伴（而該等本集團夥伴的名稱可於有關服務、產品及標的的申請表或資料單張內找到）。本集團夥伴可包括地產發展商、金融機構、零售商戶、服務供應商、慈善團體及非牟利組織。

個人資料查閱及改正要求及有關直接促銷的選擇

5. 根據《個人資料(私隱)條例》，閣下有權查閱及改正閣下的個人資料。本集團成員將對資料查閱要求收取合理費用以支付相關的行政開支及其他支出，並將預先通知閣下有關的費用。

6. 如任何本集團成員向閣下提供按揭貸款，閣下有權獲告知該位本集團成員通常會向追討欠款公司披露那些閣下的個人資料，並獲提供進一步資料，讓閣下可向獲該位本集團成員披露閣下的個人資料的追討欠款公司提出查閱資料要求及／或改正資料要求。

7. 閣下有權不時就使用閣下的個人資料作直接促銷撤回或發出同意。

8. 請把閣下的資料查閱及資料改正要求或有關直接促銷的選擇送交「個人資料主任」，可郵寄致香港新界荃灣楊屋道 8 號如心廣場第 2 座 35 至 38 樓或以電郵發送致 pdo@chinachemgroup.com。

如本聲明的英文版本與中文版本之間有任何不符，應以英文版本為準。

由每位向華懋代理或任何其他本集團成員提供個人資料的人士簽署：

第一位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「√」號，即表示本人同意使用本人的個人資料作直接促銷：

☐ 本人同意使用本人的個人資料作直接促銷。

☐ 本人*不*是来自或身**处**中国内地的人士。

☐ 本人是来自或身**处**中国内地的人士。**(**請閱讀及簽署個人資料收集聲明 **-** 附錄**)**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期**:** _____

第二位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「√」號，即表示本人同意使用本人的個人資料作直接促銷：

☐ 本人同意使用本人的個人資料作直接促銷。

☐ 本人*不*是来自或身**处**中国内地的人士。

☐ 本人是来自或身**处**中国内地的人士。**(**請閱讀及簽署個人資料收集聲明 **-** 附錄**)**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期**:** _____

第三位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「√」號，即表示本人同意使用本人的個人資料作直接促銷：

☐ 本人同意使用本人的個人資料作直接促銷。

☐ 本人*不*是来自或身**处**中国内地的人士。

☐ 本人是来自或身**处**中国内地的人士。**(**請閱讀及簽署個人資料收集聲明 **-** 附錄**)**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期**:** _____

个人资料收集声明– 附录

本附录为遵守《中华人民共和国个人信息保护法》而制定，为个人资料收集声明（下称“本声明”）不可分割的组成部分，但仅适用于来自中国内地的人士或身处中国内地并使用本集团成员的服务、产品、设施或优惠的人士，本附录的规定若与本声明的内容存在不一致之处，以本附录规定为准。

在向本集团成员提供您的个人资料前，请您确保已仔细阅读了本附录。

1. 个人资料的收集、披露、共享、转移及公开

1.1 收集的个人资料的类别

本集团成员向您收集的个人资料的类别，会因应阁下使用本集团成员的服务、产品、设施或优惠的种类而有所不同。您可能要提供的个人资料包括：

1.1.1 如果您需要向本集团成员申请按揭贷款，则需要提供与本附录一并提交给您的按揭贷款申请表内所要求的全部个人资料；

1.1.2 如果您购买物业，则需要提供与本附录一并提交给您的临时买卖合约内所要求的全部个人资料。

1.2 个人敏感信息的收集

本集团成员为提供服务、产品、设施或优惠而收集的您的个人资料中，可能包括您的个人敏感信息，即一旦泄露、非法提供或滥用可能危害您的人身和财产安全，极易导致您的个人名誉、身心健康受到损害或歧视性待遇的个人信息。在需要向您收集该等个人敏感信息时，本集团成员会事先征得您的同意。

1.3 个人资料的披露、转移和/或共享

1.3.1 除适用的法律法规及主管部门另有规定外，本集团成员仅在本声明规定的情形中向第三方披露、转移和/或与第三方共享您就相关业务所需的必要的个人资料。本集团成员将与相关第三方签署保密协定，要求其按照本声明及本附录及其他相关的保密和安全措施要求处理您的个人资料。该第三方无权将您的个人资料用于与本声明及本附录所载明的目的无关的其他用途。本集团成员将会按照适用的法律法规及标准的要求通过书面协议、弹窗提示等方式征得您的同意，在获得您的明确同意后，本集团成员方会向第三方提供或与第三方共享您的个人资料。

1.3.2 您若需要了解本声明所列举向第三方披露、转移和/或与第三方共享您的个人信息的情形中目前涉及的公司、组织和个人，请发送电子邮件至：pdo@chinachemgroup.com，并在电邮标题注明“第三方资料查询请求”，本集团成员将在收到电邮后【15】个工作日内回复您的查询要求。

1.4 个人资料的转让

本集团成员不会将您的个人资料转让给任何第三方，但以下情形除外：

1.4.1 事先获得您的明确同意或授权。

1.4.2 在涉及合并、收购或破产清算时，如涉及个人资料转让，本集团成员会在要求新的持有您个人资料的第三方继续受本声明和附录的约束，否则本集团成员将要求该第三方重新向您征求授权同意。

1.5 公开披露

本集团成员仅会在以下情形下，公开披露您的个人资料：

1.5.1 获得您的明确同意后（包括在本集团成员安排的公开有奖活动中，本集团成员将在获得获奖者的明确授权同意后方会公开披露其个人资料）。

1.5.2 在适用的法律法规、法律程序或政府主管机构强制性要求的情况下，本集团成员可能会公开披露您的个人资料。

2. 个人资料的保护和保存

2.1 个人资料的保护

2.1.1 本集团成员会采取一切合理可行的措施，保护您的个人资料，并确保未收集与您所选购本集团成员的服务无关的个人资料。

2.1.2 互联网环境并非百分之百安全，本集团成员将尽力确保您发送给本集团成员的任何资料的安全性。在不幸发生个人资料安全事件后，本集团成员将按照法律法规的要求，及时向您告知安全事件的基本情况和可能的影响、本集团成员已采取或将要采取的处置措施、您可以采取的行动等。本集团成员将及时将事件相关情况以邮件、信函、电话、推送通知等方式告知您，难以逐一告知个人资料的所有人时，本集团成员会采取合理、有效的方式发布公告。

2.2 个人资料的保存

本集团成员原则上仅在提供您所选购的服务、产品、设施或优惠所需的期限内保存您的个人资料，具体保存期限按下列标准中较长者为准：

2.2.1 完成您所选购的服务、产品、设施或优惠所需的期间；

2.2.2 保证本集团成员为您提供服务、产品、设施或优惠的安全和质量所需的期间；

2.2.3 适用的法律法规的规定要求的期间。

3. 您的权利

按照中华人民共和国相关的法律、法规、标准以及适用的其他国家或地区的通行做法，您可以对自己的个人资料行使以下权利：

3.1 访问您的个人资料

您可以发送电子邮件至：pdo@chinachemgroup.com，并在电邮标题注明“个人资料查阅要求”。本集团成员将在【15】个工作日内回复您的查询要求。

3.2 更正您的个人资料

您可以发送电子邮件至：pdo@chinachemgroup.com，并在电邮标题注明“个人资料更正要求”。本集团成员将在【15】个工作日内回复您的更正要求。

3.3 删除您的个人资料

3.3.1 在以下情形中，您可以通过电邮至：pdo@chinachemgroup.com，向本集团成员提出删除个人资料的请求，本集团成员将在【15】个工作日内确认您的删除要求：

3.3.1.1 如果本集团成员处理个人资料的行为为违反了适用的法律法规；

3.3.1.2 如果本集团成员收集、使用您的个人资料，却未征得您的同意；

3.3.1.3 如果本集团成员处理个人资料的行为违反了与您的约定；

3.3.1.4 如果您不再使用本集团成员的服务、产品、设施或优惠；

3.3.1.5 如果本集团成员不再为您提供服务、产品、设施或优惠。

3.3.2 如果本集团成员决定响应您的删除请求，本集团成员还将同时通知从本集团成员获得您的个人资料的实体，要求其及时删除，除非适用的法律法规另有规定，或这些实体获得您的独立授权。

3.3.3 当您从本集团成员的服务中删除信息后，本集团成员可能不会立即在备份系统中删除相应的信息，但会在备份更新时删除这些信息。

3.4 改变或撤回您授权同意的范围

本集团成员提供的每一项服务、产品、设施或优惠可能需要不同的个人资料方可完成。您可以通过电邮至：pdo@chinachemgroup.com 改变您在任何一项服务、产品、设施或优惠中同意本集团成员使用和处理您的个人资料的范围或撤回您的授权同意。本集团成员将在【15】个工作日内确认您的要求。当您撤回同意时，本集团成员将不再处理您相应的个人资料，本集团成员可能无法继续为您提供撤回同意所对应的服务、产品、设施或优惠，但不会影响此前基于您的同意而开展的个人资料处理服务。

3.5 获取您个人资料的副本

您可以通过电邮至：pdo@chinachemgroup.com 向本集团成员提出获取您个人资料副本的请求，本集团成员将在【15】个工作日内回复您的要求。

3.6 约束信息系统自动决策

在某些服务中，本集团成员可能仅依据信息系统、算法等在内的非人工自动决策机制做出决定。如果这些决定显著影响您的合法权益，您可以通过电邮至：pdo@chinachemgroup.com 要求本集团成员做出解释，或者拒绝本集团成员通过自动化决策的方式做出决定，本集团成员将在【15】个工作日内回复您的要求。

3.7 响应您的上述请求

3.7.1 为保障安全，您可能需要提供书面请求，或以其他方式证明您的身份。本集团成员可能会先要求您验证自己的身份，然后再处理您的请求。本集团成员将在收到您的请求后【15】个工作日内做出答复。

3.7.2 对于您合理的请求，本集团成员原则上不收取费用，但对多次重复、超出合理限度的请求，本集团成员将视情况收取一定成本费用。对于不合理的重复、需要本集团成员无法合理提供的技术手段（例如，需要开发新系统或从根本上改变现行惯例）、给他人合法权益带来风险或者难以实现（例如，涉及备份磁带上存放的信息）的请求，本集团成员可能会予以拒绝。

3.7.3 在适用的法律法规有特别规定，或者行政机构、司法机构及其他有权机构有合法要求等的情形下，本集团成员可能无法响应你的请求。

4. 关于未成年人的个人资料

4.1 如果本集团成员为向您提供服务、产品、设施或优惠之目的需要收集或处理在您监护下的 14 周岁以下的未成年人的个人信息，则本集团成员将会事先取得您的书面同意。

4.2 对于经过您的同意而收集您所监护的未成年人的个人资料的情况，本集团成员会在受法律允许、或在您明确同意或者在保护未成年人所必要的情况下共享、转移或公开披露此信息。

4.3 如果本集团成员发现在未事先获得可证实的父母或监护人同意的情况下收集了未成年人的个人资料，则会在适用的法律要求的情况下尽快删除相关数据。

4.4 若您对您所监护的未成年人的个人资料有疑问时，您可以通过电邮至：pdo@chinachemgroup.com 与本集团成员联系。

5. 语言

若本附录的中英文版本有任何不一致或冲突，须以中文版本为准。

由每位向華懋代理或任何其他本集團成員提供個人資料的人士簽署：

如果您是来自或身处中国内地的人士，请在使用我们的服务、产品、设施或优惠前仔细阅读个人资料收集声明及其附录，并根据您的实际情况勾选以下选项：

<u>第一位簽署人</u>

☐ **本人已完整阅读并理解个人资料收集声明及其附录的内容。本人同意华懋集团成员按照个人资料收集声明及其附录的规定处理和保护本人向华懋集团成员提交的个人资料。**

☐ **本人理解并确认向华懋集团成员所提交的个人资料中可能会包含个人敏感信息，本人同意授权华懋集团成员按照个人资料收集声明及附录的规定处理该等个人敏感信息。**

☐ **本人同意华懋集团成员将本人所提交的个人资料传输并保存至华懋集团成员的所在地或其指定的地点。**

☐ **本人同意华懋集团成员根据业务需要可以按照个人资料收集声明及其附录所规定的目的和方式向其相关第三方披露、转移和/或共享本人所提供的个人资料。**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期: _____

第二位簽署人

☐ **本人已完整阅读并理解个人资料收集声明及其附录的内容。本人同意华懋集团成员按照个人资料收集声明及其附录的规定处理和保护本人向华懋集团成员提交的个人资料。**

☐ **本人理解并确认向华懋集团成员所提交的个人资料中可能会包含个人敏感信息，本人同意授权华懋集团成员按照个人资料收集声明及附录的规定处理该等个人敏感信息。**

☐ **本人同意华懋集团成员将本人所提交的个人资料传输并保存至华懋集团成员的所在地或其指定的地点。**

☐ **本人同意华懋集团成员根据业务需要可以按照个人资料收集声明及其附录所规定的目的和方式向其相关第三方披露、转移和/或共享本人所提供的个人资料。**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期: _____

第三位簽署人

☐ **本人已完整阅读并理解个人资料收集声明及其附录的内容。本人同意华懋集团成员按照个人资料收集声明及其附录的规定处理和保护本人向华懋集团成员提交的个人资料。**

☐ **本人理解并确认向华懋集团成员所提交的个人资料中可能会包含个人敏感信息，本人同意授权华懋集团成员按照个人资料收集声明及附录的规定处理该等个人敏感信息。**

☐ **本人同意华懋集团成员将本人所提交的个人资料传输并保存至华懋集团成员的所在地或其指定的地点。**

☐ **本人同意华懋集团成员根据业务需要可以按照个人资料收集声明及其附录所规定的目的和方式向其相关第三方披露、转移和/或共享本人所提供的个人资料。**

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期: _____

Personal Information Collection Statement

This Statement applies to the collection, use and handling of personal data by Chinachem Agencies Limited ("CCA") and its holding companies, subsidiaries, affiliates and associated companies (CCA and its holding companies, subsidiaries, affiliates and associated companies, collectively, the "Group" or "Group Members").

CCA and other Group Members may collect, use and handle personal data of customers and potential customers in connection with services, products, facilities or privileges offered by the Group. These services, products, facilities or privileges may include the sale, purchase or leasing of property units or car parking spaces, the provision of mortgage loans, and privileges, activities or events offered or procured by the Group.

This Statement applies to you because you are (i) a purchaser or seller of property, (ii) a borrower, mortgagor or guarantor of a mortgage loan, or (iii) in relation to the leasing of property, a tenant or lessee, or an employee, agent or representative of a corporate or other non-individual tenant or lessee, or a guarantor for the tenancy or lease. This Statement applies to the personal data provided by or for you to any Group Member and other personal data compiled by any Group Member about you from time to time (collectively, "Your Personal Data"). This Statement sets out the purposes for which Your Personal Data may be used and other matters relating to the Personal Data (Privacy) Ordinance, Cap. 486.

The Group Members need Your Personal Data for providing to you or arranging for you services, products, facilities or privileges. If you refuse to supply the necessary personal data, the Group Members may be unable to serve you or to continue to serve you.

Use of Your Personal Data

1. The Group Members may use Your Personal Data for one or more of the following purposes from time to time:

   (a) to process your application or request for services, products, facilities or privileges (including assessing and investigating your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability);

   (b) to provide services, products, facilities or privileges to you, and handle the necessary arrangements and matters (including legal, administrative and other matters) for maintaining and managing such services, products, facilities or privileges;

   (c) to verify your identity and accuracy of Your Personal Data;

   (d) to appraise and review your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability from time to time;

   (e) to calculate any amount payable by you or to you in connection with the relevant services, products, facilities or privileges;

   (f) to collect or recover any amount or indebtedness owing by you in any capacity;

   (g) to enforce the terms of any contract or arrangement between you and any Group Member and to take suitable action to protect or preserve the rights or benefits of any Group Member;

   (h) to communicate with you and for overall relationship management and maintenance;

   (i) to investigate, handle and respond to any comments, messages, requests, enquiries, complaints or incidents made by you, made against you or involving you in any manner;

(j) to assist banks, financial institutions and credit providers from which you obtain or apply for credit facilities to conduct credit checks about you or collect debts owing by you;

(k) to design, arrange, provide or procure services, products, facilities, privileges, activities or events for you or for customers generally;

(l) to conduct survey, research and analysis to facilitate the provision of services, products, facilities, privileges, activities or events to you or to customers generally;

(m) to market and promote services, products and facilities of any Group Member or any business partner or selected company that has made any co-branding or cooperative arrangement with any Group Member (each, a "Group Partner"), please see further details in "Use of Your Personal Data in Direct Marketing" paragraph below;

(n) to comply with any obligations or requirements for using or disclosing personal data that are imposed on any Group Member by any law or regulations, or by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, whether in or outside of Hong Kong existing currently or in the future;

(o) to comply with any policies and measures for using or disclosing personal data implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;

(p) to match or compare Your Personal Data held by any Group Member from time to time in order to or intending to produce or verify data which may be used for taking adverse action against you;

(q) (where any Group Member believes in good faith that use or disclosure of personal data is necessary) to protect the rights or properties of any Group Member, or to identify, contact or bring legal action against any person who may be causing damage to or interference with the rights or properties of any Group Member (whether intentionally or otherwise), or when any other person could be harmed by such activities;

(r) to enable actual or potential purchasers or assignees of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member), in each case to evaluate the purchase or assignment in question; and

(s) to fulfill other purposes directly related to any of the above purpose.

Disclosure and Transfer of Your Personal Data

2. The Group Members will keep Your Personal Data confidential but may disclose or transfer Your Personal Data to one or more of the following classes of persons from time to time for the purposes set out in paragraph 1 above:

(a) any other Group Members in connection with the provision of services, products, facilities or privileges;

(b) where a Group Member provides a mortgage loan, any borrower, mortgagor or guarantor of that mortgage loan (including any co-borrower, co-mortgagor or co-guarantor, if applicable);

(c) any agents, sub-agents, suppliers, contractors, sub-contractors or service providers (including their employees, directors, officers, agents and service providers) who provide services or support to any Group Member in connection with the sale or marketing of properties or with its business or operations in general. These services or support may include sales and marketing, data storage, data processing, administrative, telecommunications, or computer

services. These agents, sub-agents, suppliers, contractors, sub-contractors or service providers may or may not be Group Members;

(d) any bank, financial institution or credit provider from which you obtain or apply for credit facilities (which may include first equitable mortgagee or first mortgagee);

(e) any person to whom any Group Member is under any obligation or requirement to disclose personal data in compliance with law, regulation or court order, or in response to lawful request by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, or in case any Group Member believes in good faith that disclosure is necessary for (including but not limited to) protection of its rights or properties, or to identify, contact or bring legal action against any person who may be causing damage to or interference with its rights or properties (whether intentionally or otherwise), or when any other person could be harmed by such activities;

(f) any person to whom any Group Member is required to disclose personal data by any policies and measures implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;

(g) any person who owes a duty of confidentiality to any Group Member, including accountants, auditors, legal advisers and other professional advisers;

(h) any independent contractor or agent appointed by any Group Member to conduct assessment and investigation of your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability;

(i) any debt collection agency, where you default in paying any amount or indebtedness; and

(j) any actual or potential purchaser or assignee of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member).

3. Your Personal Data may be transferred in or out of Hong Kong to any of the above-mentioned persons.

Use of Your Personal Data in Direct Marketing

4. Each Group Member that collects Your Personal Data intends to use Your Personal Data in direct marketing and that Group Member requires your consent for this purpose. The Group Member that collects Your Personal Data is usually the vendor or lessor of the relevant property, or the lender of the relevant mortgage loan. Please note the following:

(a) Types of personal data to be used

That Group Member may use the following types of Your Personal Data that is held by that Group Member from time to time in direct marketing:

- your name, address, telephone number, email address and other contact information;
- pattern and behaviour relating to your use, purchase or consumption of services, products and facilities (including services and products portfolio information and spending habits); and
- your demographic data.

(b) Classes of services, products and subjects to be marketed

That Group Member may market one or more of the following classes of services, products and subjects:

- real estate properties or property developments offered for sale and/or leasing by that Group Member or any other Group Member singly or jointly with any other developer or person from time to time;
- mortgage loan and other credit facilities;
- hotel, conferencing facilities and services, restaurants, food and beverages, amenities and entertainment; and
- donations or contributions for charitable or non-profit making purposes and related activities or events.

(c) Providers of services, products and subjects to be marketed

The above services, products and subjects may be provided by one or more of the following classes of persons:

- that Group Member;
- other Group Members; and
- Group Partners (and the names of these Group Partners can be found in the application form or information leaflet relating to the relevant services, products and subjects). Group Partners may include real estate developers, financial institutions, retail merchants, service providers, charitable bodies and non-profit making organisations.

Data Access and Correction Requests and Choice relating to Direct Marketing

5. You have the right to request access to and correction of Your Personal Data in accordance with the Personal Data (Privacy) Ordinance. There will be a reasonable charge for a data access request to reimburse the relevant Group Member's administrative costs and disbursements. You will be informed in advance of the charge.

6. Where a Group Member provides you with a mortgage loan, you have the right to be informed on request about the items of Your Personal Data that the Group Member may routinely disclose to its debt collection agency(ies) and be provided with further information to enable you to make data access request and/or data correction request to the debt collection agency(ies) to whom the Group Member discloses Your Personal Data.

7. You have the right to withdraw or give consent for use of Your Personal Data in direct marketing from time to time.

8. Please send your data access and data correction requests or choice relating to direct marketing to the attention of "Privacy Data Officer" either by post (to 35th -38th Floors, Tower 2, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong) or by email (to pdo@chinachemgroup.com).

In case of discrepancies between the English and Chinese versions of this Statement, the English version shall apply and prevail.

Signed by each individual from whom CCA or any other Group Member collects personal data:

First signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

☐ **I consent to the use of my personal data in direct marketing.**

☐ **I am not residing or staying in Mainland China.**

☐ **I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

☐ **Purchaser** ☐ **Seller** ☐ **Borrower** ☐ **Mortgagor** ☐ **Guarantor of mortgagor loan**

☐ **Tenant/Lessee** ☐ **Employee/agent/representative of corporate or other non-individual tenant/lessee** ☐ **Guarantor of tenancy/lease**

Date: _____

Second signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

☐ **I consent to the use of my personal data in direct marketing.**

☐ **I am not residing or staying in Mainland China.**

☐ **I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

☐ **Purchaser** ☐ **Seller** ☐ **Borrower** ☐ **Mortgagor** ☐ **Guarantor of mortgagor loan**

☐ **Tenant/Lessee** ☐ **Employee/agent/representative of corporate or other non-individual tenant/lessee** ☐ **Guarantor of tenancy/lease**

Date: _____

Third signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

☐ **I consent to the use of my personal data in direct marketing.**

☐ **I am not residing or staying in Mainland China.**

☐ **I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

☐ **Purchaser** ☐ **Seller** ☐ **Borrower** ☐ **Mortgagor** ☐ **Guarantor of mortgagor loan**

☐ **Tenant/Lessee** ☐ **Employee/agent/representative of corporate or other non-individual tenant/lessee** ☐ **Guarantor of tenancy/lease**

Date: _____

Personal Information Collection Statement - Addendum

This Addendum ("Addendum") is made for compliance with the Personal Information Protection Law of the People's Republic of China, and shall form an integrate part of the Personal Information Collection Statement ("Statement"). However, it shall apply only to people who are resided in or who are in Mainland China use the services, products, facilities or privileges offered by our Group Members ("we", "us" or "our"). In case of any discrepancy between any provision herein and any other provision in the Statement, the provision herein shall prevail.

Before providing your personal data, please ensure that you have carefully read this Addendum.

1. **Collection, Disclosure, Sharing, Transfer and Publication of Personal Data**

1.1 Types of Personal Data to Be Collected

The types of personal data to be collected by us from you are different depending on the types of our services, products, facilities or privileges that you use, which may include:

1.1.1 All of the personal data required in the application form for mortgage we provide to you together with this Addendum if you wish to apply for mortgage loan from any of our Group Members.

1.1.2 All of the personal data required in the preliminary agreement for sale and purchase we provide to you together with this Addendum if you are to purchase property.

1.2 Collection of Sensitive Personal Information

The personal data that we may collect in order to provide the services, products, facilities or privileges to you may contain sensitive personal information, which means any personal information that once disclosed, provided illegally or misused, may endanger your personal or property safety and may extremely easily lead to any harm to your reputation or health in body and mind or any other discriminatory treatment. When it becomes necessary to collect any sensitive personal information from you, we will solicit your consent in advance.

1.3 Disclosure, transfer and/or sharing of Personal Data

1.3.1 Except otherwise provided for in any applicable law or regulation or required by any competent regulatory authority, we will only disclose, transfer to and/or share with any third party your personal data, as necessary for the related business, in the circumstances set forth in the Statement. We will enter into a non-disclosure agreement with such third party, under which the third party should be required to process your personal data pursuant to the Statement and its addendum and other related confidentiality and security measures. Such third party shall not be entitled to subject the personal data to any other purpose than specified in the Statement and its addendum. We will solicit your consent by means of a written agreement or a pop-up window, pursuant to any applicable law or regulation or standard and with your explicit consent, will provide to or share with the third party your personal data.

1.3.1.1 If you need to know any company, organization or individual who is involved in the circumstances under the Statement that we may disclose, transfer your personal data to and/or share your personal data with, please send an email to pdo@chinachemgroup.com, noting "Third-Party Data Inquiry" in the subject line, to which we will respond within [15] working days of receiving the email.

1.4 Assignment of Personal Data

We will not assign your personal data to any third party, unless:

1.4.1 Your prior explicit consent or authorization has been obtained.

1.4.2 It involves any merger, acquisition, or insolvency and liquidation proceedings, where, if the assignment of your personal information is involved, we will require that any succeeding third party that comes to hold your personal data continue to be bound by this Statement and its addendum; otherwise, we will require that such third party resolicit your authorization or consent.

1.5 Public Disclosure

We will not disclose your personal data to the public, unless:

1.5.1 Your prior explicit consent has been obtained (for example, in any public event organized by us, we will not disclose to the public the personal data of the winner unless and until the explicit authorization and consent from the winner is obtained).

1.5.2 We do so pursuant to any mandatory requirement of any applicable law or regulation, legal proceeding or competent government authority.

2. Protection and Storage of Personal Data

2.1 Protection of Personal Data

2.1.1 We will take any and all reasonable and feasible measures to protect your personal data and we ensure that we will not collect any personal data that is irrelevant to the service you purchase.

2.1.2 The Internet is not 100 percent safe and secure, and we will do our best to ensure the safety of the personal data that you provide us through the Internet. In the event of any personal data breach, we will promptly inform you of the breach and its possible consequence, the action we have taken or will take, and any action you may take, pursuant to the applicable law or regulation. We will promptly notify you by email, regular mail, telephone or push notification and if it is too difficult to reach all the owners of the personal data, we will make a public announcement in a reasonable and effective manner.

2.2 Storage of Personal Data

In principle, we will only store your personal data within the time limit that is necessary for us to provide the services, products, facilities or privileges you have chosen, which is the longer of the following:

2.2.1 the period that is required to provide the services, products, facilities or privileges you have chosen;

2.2.2 the period that we can ensure the safety and quality of the services, products, facilities or privileges provided to you;

2.2.3 the period specified in any applicable law or regulation.

3. Your Rights

Pursuant to applicable laws, regulations and standards of the People's Republic of China and any other national or regional practice, you may exercise the following rights to your personal data:

3.1 To access your personal data

You may do this by sending an email to pdo@chinachemgroup.com, noting "Personal Information Inquiry" in the subject line. We will respond to your inquiry within [15] working days.

3.2 To correct your personal data

You may do this by sending an email to pdo@chinachemgroup.com, noting "Personal Information Correction Request" in the subject line. We will respond to your correction request within [15] working days.

3.3 To delete your personal data

3.3.1 You may require that your personal data be deleted from our system by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days to confirm your deletion request, if:

3.3.1.1 Our processing of your personal data violates any applicable law or regulation;

3.3.1.2 We have collected and used your personal data without first obtaining your consent;

3.3.1.3 Our processing of your personal data breaches any agreement between us and you;

3.3.1.4 You cease using our services, products, facilities or privileges; or

3.3.1.5 We cease providing you with our services, products, facilities or privileges.

3.3.2 If we decide to respond to your deletion request, we will also inform any entity who receives your personal data from us to delete your personal data in timely manner, unless otherwise provided for in any applicable law or regulation or if such entity has independent authorization from you.

3.3.3 When your personal data is removed from our service system, we may not immediately delete the same from our backup system until the related backup is updated.

3.4 To change or withdraw the scope of your authorization

Different personal data may be required in order for us to provide certain services, products, facilities or privileges. You may change the scope of personal data you have agreed for us to use or process, or withdraw your authorization or consent, with respect to any single service, by sending an email to pdo@chinachemgroup.com. We will respond within [15] working days to confirm your request. When you withdraw your consent, we will cease processing your personal data concerned and become unable to continue to provide the related services, products, facilities or privileges to you, which, however, will not affect any previous processing of your personal data on the basis of your consent.

3.5 To obtain a copy of your personal data

You may request a copy of your personal data by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days.

3.6 To restrict the Information System in automated decision-making

For certain services, we may make decisions solely on the basis of nonhuman automatic decision-making mechanisms, including the Information System or algorithms. If any of your legal rights or interests is significantly affected, you may require an explanation or refuse to accept our decisions made by the automated decision-making system, by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days.

3.7 To respond to your requests hereinabove

3.7.1 For security reasons, we may require that you should provide a written request or identify yourself in any other way. We may also require that your identification be verified before your request may be processed. We will respond to you within [15] working days of receiving your request.

3.7.2 We will not charge you, in principle, if you have raised a reasonable request, but may ask you to pay for the cost, depending on the situation, if the same request has been raised for multiple times or the reasonable extent is exceeded. We may reject any request that is unreasonable and filed repeatedly, that require us to offer any technical means that we cannot reasonably offer (for example, to develop a new system or fundamentally change the existing practice), or that brings any risk to any legal right or interest of any other person, or that is too hard to be feasible (for example, to create a backup copy for the information stored on the magnetic tape).

3.7.3 Also, if it is so required under any special provision of any applicable law or regulation, or pursuant to any legitimate requirement of any administrative, judicial or other competent authority, we may not be able to respond to your request.

4. Personal Data of Minors

4.1 If we need to collect or process the personal data of a minor under 14 years of age who is under your guardianship for us to provide our services, products, facilities or privileges to you, we will obtain your prior written consent for this purpose.

4.2 The personal data of a minor under your guardianship that we have collected with your consent will not be shared, transferred or disclosed publicly, unless it is allowed under the applicable law, your explicit consent is obtained or it is necessary to do so in order to protect the minor.

4.3 If we discover that we have collected the personal data of any minor without first obtaining the verifiable consent of the parent or statutory guardian, we will delete such personal data as soon as practicable pursuant to the applicable law.

4.4 If you have any question regarding the personal data of the minor, please contact us by sending an email to us at pdo@chinachemgroup.com.

5. Language

In case of any discrepancy between the English and Chinese version contained herein, the Chinese version shall prevail.

Signed by each individual from whom CCA or any other Group Member collects personal data:

If you are resided or located in Mainland China, then before using our services, products, facilities or privileges, please read carefully our Personal Information Collection Statement ("Statement") and its addendum, and tick the box before the item that applies to your situation:

First signatory

□ **I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.**

□ **I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.**

□ **I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.**

□ **I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

□ **Purchaser** □ **Seller** □ **Borrower** □ **Mortgagor** □ **Guarantor of mortgagor loan**

□ **Tenant/Lessee** □ **Employee/agent/representative of corporate or other non-individual tenant/lessee** □ **Guarantor of tenancy/lease**

Date: _____

Second signatory

□ **I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.**

□ **I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.**

□ **I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.**

□ **I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

□ **Purchaser** □ **Seller** □ **Borrower** □ **Mortgagor** □ **Guarantor of mortgagor loan**

□ **Tenant/Lessee** □ **Employee/agent/representative of corporate or other non-individual tenant/lessee** □ **Guarantor of tenancy/lease**

Date: _____

Third signatory

□ **I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.**

□ **I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.**

□ **I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.**

□ **I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.**

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

□ **Purchaser** □ **Seller** □ **Borrower** □ **Mortgagor** □ **Guarantor of mortgagor loan**

□ **Tenant/Lessee** □ **Employee/agent/representative of corporate or other non-individual tenant/lessee** □ **Guarantor of tenancy/lease**

Date: _____

附件 4
Annex 4

買方聲明 Declaration of the Purchaser

致 : 昌明置業有限公司 (「賣方」)
TO **Cheong Ming Investment Co., Limited ("the Vendor")**

由 : (「買方」)
FROM **("the Purchaser")**

本物業 : 詳見要約表格
PROPERTY **Please refer to the Offer Form**

本人/吾等/本法團現確認如下 :-
I/We hereby confirm as follows :-

如買方為個人：-
Where the Purchaser is an individual:-

1. 本人是昌明置業有限公司的董事/經理[1]。 I am a director/manager[1] of Cheong Ming Investment Co., Limited.	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
2. 本人是昌明置業有限公司的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of Cheong Ming Investment Co., Limited.	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
3. 本人是有聯繫法團[2] / 控權公司[3]的董事/經理[1]。 I am a director/manager[1] of an associate corporation[2] / a holding company[3].	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
4. 本人是有聯繫法團[2] / 控權公司[3]的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of an associate corporation[2] / a holding company[3].	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
5. 本人/吾等確認在該條例[4]下本人是昌明置業有限公司的有關連人士。 I confirm that I am a related party to Cheong Ming Investment Co., Limited for the purpose of that Ordinance[4].	☐ 是 Yes ☐ 否 No	

如買方為法團：-
If the Purchaser is a corporation:-

1. 本法團是昌明置業有限公司的董事。 We are a director of Cheong Ming Investment Co., Limited.	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
2. 本法團是有聯繫法團[2] / 控權公司[3]的董事。 We are a director of an associate corporation[2] / a holding company[3].	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
3. 本法團是有聯繫法團[2] / 控權公司[3]。 We are an associate corporation[2] / a holding company[3].	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
4. 本法團是昌明置業有限公司的董事/經理[1]或該董事/經理[1]的父母、配偶、子女，屬於本法團作為私人公司[5]的董事或股東。 We are a private company[5] of which the manager[1] or director of Cheong Ming Investment Co., Limited or a parent/spouse/child of such director is our director or shareholder.	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party

5. 本法團確認在該條例 [4] 下本法團是昌明置業有限公司的有關連人士。 We confirm that we are a related party to Cheong Ming Investment Co., Limited for the purpose of that Ordinance[4].	☐ 是 Yes ☐ 否 No	

備註 NOTE :

[1] **經理 (manager)** 就公司而言—
(a) 指在董事的直接權限下就該公司執行管理職能的人；但
(b) 不包括—
(i) 該公司的財產的接管人或經理人；及
(ii) 根據《公司(清盤及雜項條文)條例》(第 32 章)第 216 條委任的該公司的產業或業務的特別經理人；

[1] **manager (經理)** means, in relation to a company—
(a) a person who performs managerial functions in relation to the company under the directors' immediate authority; but
(b) excludes—
(i) a receiver or manager of the company's property; and
(ii) a special manager of the company's estate or business appointed under section 216 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32).

[2] 「**有聯繫法團**」指昌明置業有限公司的附屬公司、華懋物業控股有限公司或其附屬公司、參明有限公司或其附屬公司。

[2] **Associate corporation** means a subsidiary of Cheong Ming Investment Co., Limited, Chinachem Properties Holding Company Limited or its subsidiaries, Chime Corporation Limited or its subsidiaries.

[3]「**控權公司**」即指華懋物業控股有限公司及參明有限公司。

[3] **holding company** means Chinachem Properties Holding Company Limited and Chime Corporation Limited.

[4]「**該條例**」是指『「一手住宅物業銷售條例」(第 621 章)』。

[4] **That Ordinance** means the "Residential Properties (First-hand Sales) Ordinance (Cap.621)".

[5] 「**私人公司 (private company)** 」就「公司條例」(第 622 章) 而言，如某公司符合以下說明，該公司即屬私人公司—
(a) 該公司的章程細則—
(i) 限制成員轉讓股份的權利；
(ii) 將成員最高人數限於 50 人；及
(iii) 禁止邀請公眾人士認購該公司的任何股份或債權證；及
(b) 該公司不屬擔保有限公司。

[5] **private company (私人公司)** means for the purpose of the Companies Ordinance (Cap.622), a company is a private company if—
(a) its articles—
(i) restrict a member's right to transfer shares;
(ii) limit the number of members to 50; and
(iii) prohibit any invitation to the public to subscribe for any shares or debentures of the company; and
(b) it is not a company limited by guarantee.

就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
(a) 該人是賣方的董事，或該董事的父母、配偶或子女；
a director of the Vendor, or a parent, spouse or child of such a director;
(b) 該人是賣方的經理；
a manager of the Vendor;
(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；
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

(d) 該人是賣方的有聯繫法團或控權公司；
an associate corporation or holding company of the Vendor;

(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
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or

(f) 該人是上述有聯繫法團或控權公司的經理。
a manager of such an associate corporation or holding company.

本人/吾等/本法團特此聲明上述提供資料正確及完整。
I/We hereby declare that the above information is accurate and complete.

本人/吾等/本法團茲進一步承諾如本人/吾等/本法團在簽立本物業的正式買賣合約或之前就上述情況有任何改變，本人/吾等/本法團將以書面通知 貴公司。
I/We hereby further undertake to notify you in writing of any change of the above information on or prior to my/our signing of the formal Agreement for Sale and Purchase of the Property.

_____

買方簽署 Signature(s) of the Purchaser

日期 Date :

覆函時請註明本署檔號
Please quote our reference in reply

地政總署
港島西及南區地政處
DISTRICT LANDS OFFICE/
HONG KONG WEST & SOUTH
LANDS DEPARTMENT

電　話 Tel: 2835 1687
圖文傳真 Fax: 2833 1945
電郵地址 Email: eshkpfl@landsd.gov.hk
本署檔號 Our Ref: (36) in LD DLO/HS L/M 689/HLT/75 LP IV
來函檔號 Your Ref. 80214/0232/21

我們矢志努力不懈，提供盡善盡美的土地行政服務。
We strive to achieve excellence in land administration.

香港灣仔軒尼詩道修頓中心三、十九、二十樓
3/F,19/F,20/F, SOUTHORN CENTRE, 130 HENNESSY ROAD, WAN CHAI, HONG KONG

網址 Web Site: www.landsd.gov.hk

Cheong Ming Investment Company Limited
c/o Earthasia Limited
11/F, COFCO Tower,
262 Gloucester Road,
Causeway Bay, Hong Kong.
(Attn: Mr. Ringo Lee)

By Fax (No.: 2559 9841) & By Post

26 January 2022

Dear Sir,

Tree Preservation and Removal Proposal ("TPRP")
at 55 - 57 Bisney Road, Hong Kong
IL 623 s10 RP & s11 RP ("the Lots")

I refer to the letter dated 4 February 2021 from your landscape consultant ("LC") and subsequent letter dated 28 July 2021 from your LC enclosing the latest TPRP ("the Submission") and the supplementary information provided via letters dated 30 July 2021 and 20 January 2022 from the LC and email dated 1 December 2021 @ 15:06, 8 December 2021 @16:30 and 18 January 2022 @ 16:25 from Chinachem Group.

2. The Submission relates to (i) proposed felling of 3 nos. of trees as mentioned in the Submission; and (ii) transplanting of 5 nos. of trees within the Lots as mentioned in the Submission, and shown on the Tree Treatment Plan [Dwg. No. TT-01 (Rev. A)] at Appendix E of the Submission.

3. Pursuant to Clause (15) of the lease governing the Lots, approval is hereby given for felling of the concerned 3 nos. of trees and transplanting of the 5 nos. of trees.

4. This approval is subject to:

(i) the implementation of the compensatory planting as mentioned in the Submission and shown on the Compensatory Tree Planting Plan [Dwg No. CP01 (Rev. A)] at Appendix F of the Submission in all respects to the Government's satisfaction;

(ii) your acknowledgement that any future tree felling and tree transplanting application of the Lots for compliance of the requirement under any private agreements (including but not limited to the Deed of Partition dated 31.12.1955 registered in the Land Registry vide memorial no. UB 243082) will not be entertained by the Government; and

本信息及任何附件只供收件人使用，而其中可能載有機密及／或屬法律特權的資料。敬請注意，未獲許可，不得擅自披露或使用本信息。倘本信息誤傳給你，請立即通知本署，並刪除或銷毀本信息。本署絕不承擔因使用本信息而引致的任何法律責任。
This message including any attachment is intended for the use of the addressee only. It may contain information which is confidential and/or legally privileged. You are hereby notified that no unauthorised disclosure or use of this message is permitted. If you have received this message by mistake, please notify us immediately and delete or destroy this message, as appropriate. Any liability arising from the use of this information is excluded.

(iii) your execution of the attached undertaking and return the same to me for my retention within 2 weeks from the date of this letter.

5. After completion of the concerned tree planting works, you should provide completion photos of all concerned trees showing clearly the entire trees (including whole view, crown, trunk and root parts) in accordance with the Submission.

Yours faithfully,

(Ms. Liz LI)
for District Lands Officer/
Hong Kong West & South

Encl.

c.c. LAT, LandsD (Attn: Ms. Anna WONG)

UNDERTAKING

WE,

hereby agree and undertake in consideration of the approval given by the Director of Lands (hereinafter referred to as "the Director") for (i) the felling of 3 trees; and (ii) the transplanting of 5 trees, as shown on the Tree Treatment Plan [Dwg. No. TT-01 (Rev. A)] at Appendix E of the submission dated 28 July 2021 (Ref: 80214/0232/21) ("the Submission") submitted by our landscape consultant, Earthasia Limited to implement the tree transplanting and compensatory replanting scheme in accordance with the proposals set out in the Submission and shown on the Compensatory Tree Planting Plan [Dwg No. CP01 (Rev. A)] at Appendix F of the Submission in all respects to the Government's satisfaction.

In the event of the non-fulfilment of the obligation above, the Director shall carry out the necessary works on our behalf at our expense and we shall pay to the Government on demand a sum equal to the cost thereof, such sum which shall include supervisory and overhead charges, to be determined by the Director whose determination shall be final and shall be binding upon us.

We further acknowledge that any future tree felling and tree transplanting application of the Lots for compliance of the requirement under any private agreements (including but not limited to the Deed of Partition dated 31.12.1955 registered in the Land Registry vide memorial no. UB 243082) will not be entertained by the Government.

IN WITNESS whereof we have caused the Common Seal of the Company affixed hereunto the day of , 20 .

SEALED with the Common Seal of)
_____ and)
signed by _____)
_____)
in the present of _____)

DEACONS 的 近 律 師 行
Address : 6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong (Exit "H" of MTR Station, Central)
地 址 ：中 環 遮 打 道 十 八 號 歷 山 大 廈 六 樓 (中 環 港 鐵 站 "H" 出 口)

Please note:
While the Purchaser is free to choose his own solicitors to act for him in the purchase of his unit, the purchaser can also instruct Deacons, the Vendor's solicitors, to act for him in the purchase in which case Deacons shall owe to the Purchaser the same duty of care of solicitors as if they had been independently instructed by the Purchaser to act for him in relation to the purchase.

請注意:
買方可以自由選擇其自己的律師代表他行事以購買其單位之餘，買方也可以聘用的近律師行，即賣方的律師，以代表他行事進行購買，此種情況下的近律師行對買方負有相同的照顧責任，如同受到買方獨立地聘用以代表他行事進行購買。

BISNEY CREST

Please bring the following when signing the formal Agreement for Sale and Purchase at our office :
簽 署 正 式 買 賣 合 約 時，請 攜 帶 以 下 文 件：

1. Preliminary Agreement for Sale and Purchase
   臨 時 買 賣 合 約

2. Identification Document(s) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months)
   身 份 證 明 文 件 及 **正 本 住 址 證 明** (例 如 最 近 三 個 月 之 水 電 費 單 或 銀 行 月 結 單)

3. Cashier Orders in favour of "**DEACONS**" for payment of further deposit of purchase price and stamp duty
   銀 行 本 票 抬 頭 請 寫 **「的 近 律 師 行」**，以 支 付 樓 價 之 加 付 訂 金 及 印 花 稅

4. A cheque in favour of "**DEACONS**" for payment of legal costs and Miscellaneous Charges (as detailed in the table below)
   支 票 抬 頭 請 寫**「的 近 律 師 行」**，以 支 付 律 師 費 及 雜 項 費 用 (請 參 閱 收 費 表)

If the Purchaser is a limited company, please bring the following additional documents when signing the formal Agreement for Sale and Purchase at our office:
如 買 方 為 有 限 公 司，請 同 時 攜 帶 以 下 文 件：

1. Memorandum & Articles of Association
   公 司 章 程
2. Certified copy of Latest register of directors and annual return of the Company (Form X/D2/AR1)
   最 近 期 之 董 事 名 冊 認 證 副 本 及 公 司 周 年 申 報 表 的 認 證 副 本
3. Company Chop
   公 司 膠 印
4. Minutes for the purchase of the property
   購 買 有 關 物 業 之 公 司 會 議 紀 錄
5. Certificate of Incorporation of the Company
   公 司 註 冊 證 書
6. Business Registration Certificate
   商 業 登 記 證

TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment
收 費 表 (祇 供 參 考 之 用, 受 限 於 最 終 確 認 及 調 整)

Type of Legal Documents 法律文件種類		(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	**[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. Statutory Declaration (for exemption from (i) Buyer's Stamp Duty and/or (ii) new rates of Ad Valorem Stamp Duty)： $500.00 each person (exclusive of disbursements) 法定聲明 (申請豁免(i)「買家印花稅」及/或 (ii) 按新的稅率徵收「從價印花稅」) : 每人$500.00 (不包括雜項費用) 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. Stamp Duty 印花稅 **<u>The following items 7 to 9 are payable by Purchaser whether the Purchaser is represented by DEACONS or not</u> :-** **<u>不論有關物業之購買是否由的近律師行辦理以下 7 至 9 項費用均需由買方支付</u> : -** 7. Certified copy charges of **<u>part</u>** of title deeds and documents : $2,000.00 <u>部份</u>業權契據及文件認證副本費用 : $2,000.00 8. Costs of Deed of Mutual Covenant and Management Agreement : $750.00 大廈公契的事務費 : $750.00 9. Plan fees for Agreement and Assignment (per unit/parking space) : Duplex Unit/House $4,000.00 Car Parking Space $3,500.00 合約及樓契圖則費(每一單位/車位計算)： 複式單位/洋房$4,000.00 私家車位 $3,500.00

II.	First Legal Mortgage 第一按揭契 **<u>Loan Amount :</u>** **<u>貸 款 額</u>** (i) not exceeding $10,000,000.00 不超過$10,000,000.00 (ii) over $10,000,000.00 超過$10,000,000.00	 $10,000.00 0.1% of Loan Amount 貸款額的 0.1%	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 each document 登記費 ： 每份文件 $450.00 3. 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) 4. 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 5. Filing fee at Companies Registry (applicable to Corporate Purchaser only) : $340.00 each document 公司註冊處按揭登記費（只適用於公司買家）: 每份文件$340.00
III.	Assignment 樓 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. Stamp Duty : $100.00 印花稅 : $100.00 4. Levy under Property Management Services Ordinance : $350.00 物業管理服務條例徵款 : $350.00 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. 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 **<u>The following items 7 and 8 are payable by Purchaser whether the Purchaser is represented by DEACONS or not</u> :-** **<u>不論有關物業之購買是否由的近律師行辦理以下 7 及 8 項費用均需由買方支付</u> :-** 7. Certified copies charges for **<u>remaining</u>** title deeds and documents : to be advised before completion **<u>剩餘</u>**業權契據及文件認證副本：入 伙 時 通 知 8. Plan fee for Deed of Mutual Covenant and Management Agreement (per unit/parking space) : to be advised before completion 大廈公契的圖則費(每一單位/車位計算)：入 伙 時 通 知
IV.	Other legal documents <u>(if applicable)</u> 其他文件<u>(如適用)</u> 1. Guarantee for 1st Mortgage 第一按揭擔保書 Advice on undue influence 有關受不正當影響的法律意見	 $2,500.00 each 每份 $2,500.00 $1,500.00 each 每份 $1,500.00	
	2. Particulars of Charge for filing at the Companies Registry and Board Resolution (for corporate purchaser only) 公 司 買 家 另 需 付 (a) 按 揭 詳 情 (公 司 註 冊 處 登 記 用) (b) 會 議 記 錄	$2,500.00 for each Company 每間公司每套$2,500.00	

	3. 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 for each Company 每間公司 $6,500.00 $1,500.00 for each Company 每間公司 $1,500.00	

Note : 備忘録

(a) (i) If the Purchaser instructs the Vendor's solicitors to act for him in the purchase of his unit and the Purchaser's mortgagee also instructs the Vendor's solicitors to act for the mortgagee in the mortgage, 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. 如買方聘用賣方的律師代表他行事以購買有關單位及買方按揭承按人同時委託賣方律師作為其在該單位按揭中的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用)將獲豁免。

(ii) If the Purchaser instructs his own Solicitors to put through the Assignment and/or the Mortgage after signing of the formal Agreement for Sale and Purchase or if the formal Agreement for Sale and Purchase is subsequently terminated or cancelled or otherwise not performed for whatever reasons, the Purchaser shall forthwith pay to the Vendor's Solicitors the legal cost in the sum of HK$3,000.00 for preparing the formal Agreement for Sale and Purchase. Such amount shall be applied and offset by the cost on account on signing of the formal Agreement for Sale and Purchase paid by the Purchaser. 若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或按揭契或該正式買賣合約隨後因任何理由被終止或取消或並沒有被履行，則買方須立即向賣方代表律師支付港幣 3,000.00 元，作為賣方律師準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律師費將可用於抵扣此款項)。

Further Deposit, Part Payment of Purchase Price and Balance of Purchase Price shall be paid by <u>CASHIER ORDER</u> drawn in favour of "<u>DEACONS</u>"

繳付加付訂金、部份樓價及樓價餘款須以<u>銀行本票</u>支付，抬頭請寫「<u>的近律師行</u>」

You may contact our staff at telephone no. 2825 9597 or 2825 9438 for enquiry.

如有查詢，請與敝行職員聯絡。查詢電話：2825 9597 或 2825 9438。