

# **TENDER DOCUMENT**

## **招標文件**

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

#### **BY WAY OF TENDER**

公開招標承投購買物業

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Tenders are invited for the purchase of House [8] and House [9] in the development known as

#### **LA ALDEA**

現招標承投購買以下物業，即：

屏山屏柏里 8 號南屏匯洋房[8]號

屏山屏柏里 8 號南屏匯洋房[9]號

Note: The tender may be made in respect of any one or two or all of the above specified residential properties. The specified residential property(ies) for which a tenderer makes an offer to purchase will be collectively referred to as the "Property".

註：投標人可以就任何一個或兩個或全部上述指明住宅物業作出投標。投標人作出要約購買的指明住宅物業於下文統稱為「該物業」。

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No. of tender 招標編號	Date of tender 招標日期	Commencement time of tender 招標開始時間	Closing time of tender 招標截止時間
6.1	4/3/2026	11:00a.m.上午 11 時正	12:00 noon 正午 12 時正

(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)

但若在招標截止時限之前物業已被撤回或出售則除外)

Date of this Tender Notice 本招標公告日期: 27/2/2026

Tenders must be submitted in the specified Offer Form between the commencement time of tender to the closing time of tender on the date of tender to the tender box labeled "**Tender for House of LA ALDEA**" placed at the Sales Office (as defined in the Tender Notice) in a sealed plain envelope and clearly marked "**HOUSE of LA ALDEA**".

投標書須在招標日期之招標開始時間至招標截止時間內放入密封的普通信封內，信封面上清楚註明「南屏匯洋房 \_\_\_\_\_ 號招標」，放入位於 售樓處（如招標公告中所定義），標示為「南屏匯洋房公開招標」的投標箱內。

**Vendor:** **Winful Far East Limited**  
Room 2701-4, 27<sup>th</sup> Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong

**賣方:** 宏富遠東有限公司  
香港北角渣華道 191 號嘉華國際中心 27 樓 2701 至 4 室

**Vendor's solicitors:** **Vincent T. K. Cheung, Yap & Co.**  
23rd Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

**賣方律師:** 張葉司徒陳律師事務所  
香港灣仔港灣道 1 號會展廣場辦公大樓 23 樓

## **PART 1: TENDER NOTICE**

### **第 1 部份: 招標公告**

#### **1. Definitions 定義**

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

在本招標檔中，除文意另有所指或所需，下列詞語應具有下列含義：

<b>"Acceptance Period"</b> "承約期間"	means the period between the date of submission of tender and the date which is the second (2 <sup>nd</sup> ) working day after the date of tender (both dates inclusive); 投標日期至投標日期後第二（2）個工作日的期間；(包括首尾兩日);
<b>"Agreement"</b> "正式合約"	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale; 指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約;
<b>"Conditions of Sale"</b> "出售條款"	means the Conditions of Sale set out in Part 2 of the Tender Document; 本招標文件第 2 部份的出售條款;
<b>"Development"</b> "發展項目"	means LA ALDEA, No.8 Ping Pak Lane, New Territories, Hong Kong; 指香港新界屏柏里 8 號南屏匯;
<b>"Notice of Acceptance"</b> "接納書"	means the Vendor's notice regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice; 賣方根據投標通知第 3.2 段發出的關於接受投標人投標的通知;
<b>"Offer Form"</b> "要約表格"	means the Offer Form set out in Part 3 of the Tender Document; 指本招標檔第 3 部份的要約表格;
<b>"Property"</b> "該物業"	means, if and when the Tender Document is accepted by the Vendor, the Tendered Property; 指，如果並且當投標書被賣方接受的情況下，投標物業;
<b>"Purchase Price"</b> "樓價"	means, if and when this Tender Document is accepted by the Vendor, the Tender Price; 指，如果並且當賣方接受投標書時，投標價格;

<b>"Purchaser"</b> "買方"	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; 指中標者，其對該物業的投標書獲得賣方接納;
<b>"Sales Arrangement"</b> "銷售安排"	means Sales Arrangement No.[6] issued by the Vendor for the Development (as the same may be revised by the Vendor from time to time); 指賣方就發展項目發出的第[6]號銷售安排（賣方可能不時修訂）;
<b>"Sales Office"</b> "售樓處"	means Room 2701-4, 27 <sup>th</sup> Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong; 指香港北角渣華道 191 號嘉華國際中心 27 樓 2701 至 4 室;
<b>"Tender Closing Time"</b> "招標截止時間"	means the tender closing time of the Tendered Property as set out in the Sales Arrangement; 指銷售安排中規定的投標物業的投標截止時間。
<b>"Tender Commencement Time"</b> "招標開始時間"	means the tender commencement time of the Tendered Property as set out in the Sales Arrangement; 指銷售安排中規定的投標物業的投標開始時間;
<b>"Tender Document"</b> "招標文件"	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex); 指本招標文件(由招標承投及招標公告 1,2,3 部分組成，但不包括附件);
<b>"Tender Notice"</b> "招標公告"	means the Tender Notice set out in Part 1 of the Tender Document; 指招標文件第 1 部分所列的招標公告;
<b>"Tender Period"</b> "招標期"	means the period between the Tender Commencement Time and Tender Closing Time; 指招標開始時間和投標截止時間之間的時間段;
<b>"Tender Price"</b> "招標價格"	means the price tendered for the Tendered Property as specified in Clause 1 of the Offer Form; 指要約表格第 1 條規定的投標物業的投標價格;
<b>"Tendered Property"</b> "招標物業"	means the property specified in the Offer Form; 指在要約表格中指定的物業;
<b>"Tenderer"</b> "投標者"	means the person specified as the tenderer in the Offer Form;

指要約表格中訂明為投標者的人士;

**"this Preliminary Agreement"**  
**"本臨時買賣合約"**

means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Notice of Acceptance by the Vendor in accordance with the Tender Document;  
指因買方根據招標文件提交投標書和賣方發出接納書而達成的協議;

**"Vendor"**  
**"賣方"**

means Winful Far East Limited; and  
宏富遠東有限公司;及

**"Vendor's solicitors"**  
**"賣方律師"**

means Vincent T. K. Cheung, Yap & Co.  
張葉司徒陳律師事務所

## 2. **Procedures of Tender** **招標程序**

- 2.1 The Vendor invites tenders for the purchase of the Tendered Property on the terms and conditions contained in the Tender Document.  
賣方現按照載於招標文件的條款及細則招標承投購買該物業。
- 2.2 The Vendor does not bind itself and is not obliged to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.  
賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Time, accept any tender submitted.  
賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交的投標書。
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Tendered Property from sale or to sell or dispose the Tendered Property to any person by any method (including without limitation private treaty, tender and auction).  
賣方保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Time of the tender of the Tendered Property and to accept any tender at or before the Tender Closing Time. Any adjustment of the Tender Closing Time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.  
賣方保留調整投標物業的投標截止時間及在投標截止時間或之前接受任何投標的權利。投標截止時間的任何調整將在售樓處公佈。賣方沒有義務將此類調整單獨通知投標人。
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of

this tender.

投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 A tender must be :-

投標書必須：

(a) made in the form of the Tender Document with the Offer Form (Part 3) of the Tender Document) duly completed and signed;

採用本招標文件之格式，並填妥及簽署要約表格 (即本招標檔的第 3 部分)。

(b) accompanied with the following documents :-

連同以下文件：

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

銀行本票 和/或 支票

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount equal to 5% of the Tender Price for the Tendered Property, such sum being the preliminary deposit for the tender, made payable to "VINCENT T. K. CHEUNG, YAP & CO."

一張或多張銀行本票和/或 支票 總金額相等於投標物業投標價的 5% ，抬頭為 "VINCENT T. K. CHEUNG, YAP & CO.，該金額為投標保證金 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。

(ii.) Tenderer's identification document

投標者的身份證明文件

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return (if any) and copy HKID Card/Passport of each director(s) of the Tenderer.

如投標者是個人或由個人組成，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和商業登記證副本，以及最近期的董事登記冊和周年申報表（如有）副本，以及每位投標者董事的香港身份證／護照副本。

(iii.) Intermediary's license (if applicable)

中介人的牌照(如適用)

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

投標者委託的地產經紀的牌照複印本。

(iv.) Documents in Annex, duly signed and completed by the Tenderer  
由投標者填妥並簽署的附件的文件

- (1) Personal Data Collection Statement; 個人資料收集聲明
- (2) Warning to Purchasers; 對買方的警告
- (3) Declaration of Relationship with the Vendor; 與賣方關係的聲明
- (4) Vendor's Information Form; 賣方資料表格
- (5) Acknowledgment Letter Regarding Viewing of Tendered Property; and 關於查看招標物業的確認函； 和
- (6) An Acknowledgment Letter regarding marketing name of the Tendered Property. 關於招標物業銷售名稱的確認函

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

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**HOUSE of LA ALDEA**"; and 放入普通信封內，信封面上書明賣方收啓，並清楚註明「南屏匯洋房」；及
- (d) placed in the tender box labeled "**Tender For HOUSE of LA ALDEA**" placed at the Sales Office during the Tender Period. 在招標期內，放入位於 售樓處，標示為「南屏匯洋房公開招標」的投標箱內。

The tender will proceed in accordance with the Sales Arrangement irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time on any date of sale.

在任何銷售日期的任何時間 不論任何熱帶氣旋警告信號或任何暴雨警告信號是否生效，招標都將按照銷售安排進行。

- 2.8 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier order(s) and/or cheque(s) will be returned by personal delivery or by post, within a period of three (3) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

在賣方對收到的投標書作出決定前，所有銀行本票和/或支票均不會予以兌現。

如某份投標書獲接納，隨該投標書附上的銀行本票和/或支票將視作 臨時訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 3 天內，按投標書所載地址以專人送達、或 通過郵遞方式退還予落選投標者。

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

投標者必須親自簽署要約表格及其他文件（如果投標者是公司，則由其董事簽署）並視作為主事人。

- (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.

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

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或退回銀行本票的地址。

- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in the 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.

作為賣方招標及下文(b) 分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。投標書根據本招標公告的程式一經遞交，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) 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 this tender.

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. Acceptance of Tender 接納投標

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

投標書如獲接納，中標者即成為該物業之買方。

- 3.2 The Purchaser will be notified of the acceptance of his tender by a notice (the "**Notice of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Notice of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在

投郵後的第 2 個工作日視為已經正式收到。

- 3.3 The Purchaser shall, within five (5) working days after the date of the Notice of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。

正式合約的標準格式可於招標期在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

#### 4. **Miscellaneous** **其他事項**

- 4.1 Tenderers should note that the Vendor will only answer questions of a general nature concerning the Tendered Property and will not provide legal or other advice in respect or the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of the Tender Document and the Agreement.

投標者宜注意，賣方只會回答關於招標物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。投標者應就招標文件和協議的條款獲得獨立的法律和其他專業意見。

- 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 the Tender Document or the Agreement and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in the Tender Document or the Agreement.

賣方任何人員或代理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。任何該等陳述或行動並不構成或視作構成本招標檔或正式合約的一部份。任何該等陳述或行動並不(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檔或正式合約所列出的任何條款或條件。

- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to 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.

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

- 4.4 In the event of any discrepancy between the English version of the Tender Document and the Chinese translation of the Tender Document, the English version shall prevail.  
如本招標檔的英文文本與中文譯本有任何不一致，則以英文文本為準。

## **PART 2: CONDITIONS OF SALE**

### **第 2 部份: 出售條款**

1. The Tender Document and the Notice 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.  
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款出售該物業，而買方須以樓價並按本臨時合約所載條款購買該物業。
2. In this Preliminary Agreement :- 本臨時合約:-
  - (a) **"saleable area"** has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);  
「實用面積」具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義
  - (b) **"working day"** has the meaning given by section 2(1) of that Ordinance;  
「工作日」具有該條例第 2(1)條給予的涵義。
  - (c) the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and  
第 9(a) 項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - (d) the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 of that Ordinance.  
第 9(b) 項所指的項目的面積，按照該條例附表 2 第 2 部計算。
3. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.  
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed :-  
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) by the Purchaser on or before a date which is the fifth working day after the date of the Notice of Acceptance;  
由買方於本臨時合約的簽署日期(即接納書的日期)之後的第五個工作日或之前簽立；及
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Notice of Acceptance.  
由賣方於本臨時合約的簽署日期(即接納書的日期)之後的第八個工作日或之前簽立。

5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. The Purchaser shall, within FIVE (5) working days after the date of the Notice of Acceptance, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the Tender Document and the Letter of Acceptance to (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the terms of the Offer Form, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.  
買方須於接納書的日期之後的五 (5) 個工作日內，攜帶其香港身份證或護照或（如買方為公司）其商業登記證及招標文件及接納書到賣方律師的辦事處 (a) 簽署一份由賣方律師訂定的正式合約，買方不得更改該合約內容，(b) 根據要約表格條款支付款項，以及 (c) 支付本臨時合約和正式合約之所有印花稅
8. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Notice of Acceptance :-  
如買方沒有在本臨時合約的簽署日期(即接納書的日期)之後的 5 個工作日內簽立正式合約：
  - (a) this Preliminary Agreement is terminated;  
本臨時合約即終止；
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and  
買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.  
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。
9. The measurements of the Property are as follows — see Schedule I to the Conditions of Sale.  
該物業的量度尺寸載列於出售條款附表 1。
10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule II to the Conditions of Sale.  
該物業的買賣包括的裝置、裝修物料及設備載列於出售條款附表 2。
11. Without prejudice to Section 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.

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

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

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

13. For the purposes of clause 12, the following is the "Warning to Purchasers" —  
就上述第 12 條而言，「對買方的警告」內容如下—

- (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，以代表你進行購本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

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

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

- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.

倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

14. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on or before Completion.

賣方及買方同意 買賣須在成交日期或之前於辦公時間內，在賣方律師的辦事處完成。

15. The Property is sold on "as is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property and has full knowledge of and accepts the existing state and condition of the Property.

該物業是以「現狀」出售。買方同意並確認他已經正式檢查了該物業 並且完全知悉並接受該物業的現狀和條件

16. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

茲同意並聲明本臨時合約為買方個人所有，買方無權要求賣方與任何其他人訂立正式合約，亦無權轉讓本臨時合約的利益 給 第三方。

17. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as item (i) above of this clause.

如果買方在完成買賣該物業前以任何方式轉售該物業或轉讓正式合約的利益，買方須在正式合約中與賣方訂立契約。買方應要求每個轉購人、委託人、代名人、受益人、律師或其他受讓人 (i) 在任何後續的轉售協議或其他協議中披露全部詳細資料（包括身份證號碼和完整的地址）、所有以任何方式購買或出售該物業或其中的任何權益的所有確認人、代名人和其他中間方，以及 除了支付給賣方購買該物業的代價外 全部金錢價格或其他對價，包括任何佣金、預訂或代理費或任何其他已支付或給予任何中間交易的金額，及 (ii) 從任何 隨後的轉購人或其他受讓人或新購買人在隨後的轉售協議中訂立契約，或在任何其他協議中施加與本條上述第 (i) 項具有相同效力的約束性義務。

18. The Vendor and the Purchaser agree to incorporate into the Agreement provisions having the same effect of clause 17.

賣方和買方同意將與第 17 條具有相同效力的條款納入正式合約。

19. (a) All stamp duty (including, without limitation, ad valorem stamp duty, special stamp duty, buyer's stamp duty and all additional stamp duty) arising from this Preliminary Agreement

and/or the Agreement and/or the subsequent Assignment (whether under the Stamp Duty Ordinance (Cap.117, Laws of Hong)), the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser. (b) If an individual Purchaser or a corporate Purchaser which is registered in Hong Kong shall also instruct the Vendor's solicitors to act for such purchaser in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal costs in respect of the Agreement and the subsequent Assignment, exclusive of the legal costs in respect of the mortgage and any sureties and other security documents, other relevant legal documents and all disbursements, which shall be borne by the Purchaser. (c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.

(a) 因本臨時合約和/或正式合約和/或隨後的轉讓（無論是否根據《印花稅條例》（香港法例第 117 章））產生的所有印花稅（包括但不限於從價印花稅、特別印花稅、買方印花稅和所有額外印花稅）業權契據的核證副本收費、所有登記費、計畫費以及適當比例的準備、登記和完成大廈公契包含管理協議及與該物業買賣有關的任何其他文件的費用應由買方獨自承擔及支付。(b) 如果個人買方或在香港註冊的法團買方亦指示賣方的律師代表該買方購買該物業，則賣方須承擔該就該物業的正式合約和隨後轉讓契兩項法律文件的法律費用，不包括與按揭文件和任何擔保以及其他擔保文件、其他相關法律文件和所有支出有關的法律費用，這些費用應由買方承擔。(c) 在任何其他情況下，買方應自行承擔與購買該物業有關的律師費用和支出。

20. All Further Deposit, Part Payment of the Purchase Price, the Balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.

買方須以賣方律師為受益人的銀行本票支付所有額外按金、部分購買價款、購買價款餘額及印花稅。

21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

如本臨時合約在正式合約簽署前由買方或任何人代表其在土地註冊處登記，賣方可單方面簽署和及於土地註冊處登記一份備忘錄將本臨時合約於土地註冊處之登記冊或記錄上取消或撤消。

22. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.

通訊地址或電話如有更改，買方須以書面通知賣方。

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

該物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。

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

買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。

25. On completion, the Purchaser shall pay to the Manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement in relation to the Development of which the Property forms part.

完成後，買方須繳付予發展項目管理人或償還賣方（如賣方已向管理人支付任何相關款項）、所有按金及預付款、特別基金、泥頭清理費及根據大廈公契包含管理協議規定可收取之其他按金及費用。

26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be executed from the application of the CRTPO.

根據以下 (b) 和 (c) 款的規定，賣方和買方無意根據合約（第三者權利）條例（第 623 章）（“CRTPO”）強制執行本臨時合約的任何條款，並同意本臨時合約應在 CRTPO 的申請下執行。

- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be executed from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

只有在不違反《一手住宅物業銷售條例》（第 621 章）的情況下，子條款(a)款僅適用，和本臨時合約的條款僅在 CRTPO 的適用範圍內執行。

- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO :-

如果本臨時合約的任何條款根據上述 (b) 款 未被排除在 CRTPO 的適用範圍之外，並且任何此類條款可由第三方（如 CRTPO 中定義）根據 CRTPO 強制執行：-

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

未經此類第三方同意，本臨時合約仍可不時更改或（在存在此類撤銷權的情況下）撤銷，且 CRTPO 第 6(1) 條不適用於本臨時合約；和

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTOP, to such third party of the provisions contained in sub-clause (c)(i) above.

賣方和買方特此根據 CRTOP 第 6(4)(b) 條向 該第三方發出上述 (c)(i) 款中包含的規定的通知。

## Schedule 1 to Conditions of Sale

### 出售條款附表 1

The measurements of House 8 of the Development are as follows

本發展項目的洋房 8 號的量度尺寸如下:-

(a) 實用面積為 222.326 平方米 / 2393 平方呎\*[其中-]

the saleable area is 222.326 square metres / 2393 square feet \* [of which-]

\*[ -- 平方米 / -- 平方呎為露台的樓面面積];

\*[ -- square metres / -- square feet is the floor area of the balcony];

\*[ -- 平方米 / -- 平方呎為工作平台的樓面面積];

\*[ -- square metres / -- square feet is the floor area of the utility platform];

\*[ -- 平方米 / -- 平方呎為陽台的樓面面積]及

\*[ -- square metres / -- square feet is the floor area of the verandah]; and

(b) 其他量度尺寸為 :-

other measurements are :-

\*[空調機房的面積為 -- 平方米 / -- 平方呎];

\*[the area of the air-conditioning plant room is -- square metres / -- square feet];

\*[窗台的面積為 -- 平方米 / -- 平方呎];

\*[the area of the bay window is -- square metres / -- square feet];

\*[閣樓的面積為 -- 平方米 / -- 平方呎];

\*[the area of the cockloft is -- square metres / -- square feet];

\*[平台的面積為 66.566 平方米 / 717 平方呎];

\*[the area of the flat roof is 66.566 square metres / 717 square feet];

\*[花園的面積為 31.637 平方米 / 341 平方呎];

\*[the area of the garden is 31.637 square metres / 341 square feet];

\*[停車位的面積為 27.169 平方米 / 292 平方呎];

\*[the area of the parking space 27.169 square metres / 292 square feet];

\*[天台的面積為 -- 平方米 / -- 平方呎];

\*[the area of the roof is -- square metres / -- square feet];

\*[梯屋的面積為 8.201 平方米 / 88 平方呎];

\*[the area of the stairhood is 8.201 square metres / 88 square feet];

\*[前庭的面積為 1.340 平方米 / 14 平方呎];

\*[the area of the terrace is 1.340 square metres / 14 square feet];

\*[庭院的面積為 -- 平方米 / -- 平方呎]。

\*[the area of the yard is -- square metres / -- square feet].

\*Delete as appropriate

\*將不適用者刪去

The measurements of House 9 of the Development are as follows  
本發展項目的洋房 9 號的量度尺寸如下:-

(a) 實用面積為 225.416 平方米 / 2426 平方呎\*[其中-]  
the saleable area is 225.416 square metres / 2426 square feet \* [of which-]  
\*[ -- 平方米 / -- 平方呎為露台的樓面面積];  
\*[ -- square metres / -- square feet is the floor area of the balcony];  
\*[ -- 平方米 / -- 平方呎為工作平台的樓面面積];  
\*[ -- square metres / -- square feet is the floor area of the utility platform];  
\*[ -- 平方米 / -- 平方呎為陽台的樓面面積]及  
\*[ -- square metres / -- square feet is the floor area of the verandah]; and

(b) 其他量度尺寸為 :-

other measurements are :-

\*[空調機房的面積為 -- 平方米 / -- 平方呎];  
\*[the area of the air-conditioning plant room is -- square metres / -- square feet];  
\*[窗台的面積為 -- 平方米 / -- 平方呎];  
\*[the area of the bay window is -- square metres / -- square feet];  
\*[閣樓的面積為 -- 平方米 / -- 平方呎];  
\*[the area of the cockloft is -- square metres / -- square feet];  
\*[平台的面積為 66.566 平方米 / 717 平方呎];  
\*[the area of the flat roof is 66.566 square metres / 717 square feet];  
\*[花園的面積為 31.629 平方米 / 340 平方呎];  
\*[the area of the garden is 31.629 square metres / 340 square feet];  
\*[停車位的面積為 27.169 平方米 / 292 平方呎];  
\*[the area of the parking space 27.169 square metres / 292 square feet];  
\*[天台的面積為 -- 平方米 / -- 平方呎];  
\*[the area of the roof is -- square metres / -- square feet];  
\*[梯屋的面積為 8.546 平方米 / 92 平方呎];  
\*[the area of the stairhood is 8.546 square metres / 92 square feet];  
\*[前庭的面積為 1.340 平方米 / 14 平方呎];  
\*[the area of the terrace is 1.340 square metres / 14 square feet];  
\*[庭院的面積為 -- 平方米 / -- 平方呎]。  
\*[the area of the yard is -- square metres / -- square feet].

\*Delete as appropriate

\*將不適用者刪去

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

投標物業：

Tendered Property:

外部裝修物料 Exterior Finishes	
外牆 External Wall	天然石材、鋁百葉、幕牆及瓷磚 Natural stones, aluminium louver, curtain wall and ceramic tiles
窗 Window	選用氟化碳塗層鋁質窗框配反光有色玻璃。 Aluminium window frame with fluorocarbon coating, fixed with reflective tinted glass
內部裝修物料 Interior Finishes	
內牆及天花板 Internal wall and ceiling	客廳及飯廳、睡房及主人睡房： 牆身外露位置髹上乳膠漆。石膏板假樑及假天花外露位置髹上乳膠漆。 Living and Dining Room, Bedroom and Master Bedroom: Walls are finished with emulsion paint on exposed surfaces. Gypsum board False ceiling and bulkheads are finished with emulsion paint on exposed surfaces.
內部地板 Internal floor	客廳： 地台外露位置鋪砌大理石及瓷磚及木地腳線。 飯廳： 地台外露位置鋪砌複合木地板及木地腳線。 睡房： 地台外露位置鋪砌複合木地板及木地腳線。 Living Room: Floors are finished with marble and tiles and timber skirting on exposed surfaces. Dining Room: Floors are finished with engineered timber flooring and timber skirting on exposed surfaces. Bedroom: Floors are finished with engineered timber flooring and timber skirting on exposed surfaces.
浴室 Bathroom	牆身外露位置鋪砌瓷質磚至假天花高度。 地板外露位置鋪砌瓷質磚。 天花板外露位置鋪設髹上乳膠漆的石膏板。 Walls are finished with porcelain tiles on exposed surfaces up to the false ceiling. Floors are finished with porcelain tiles on exposed surfaces. Ceilings are finished with gypsum board with emulsion paint on exposed surfaces.
廚房 Kitchen	牆身外露位置鋪砌瓷質磚至假天花高度。 地板外露位置鋪砌瓷質磚。

	<p>天花板外露位置鋪設髹上乳膠漆的石膏板。  廚房檯面鋪設實體面材。  Walls are finished with porcelain tiles on exposed surfaces up to the false ceiling.  Floors are finished with porcelain tiles on exposed surfaces. Ceilings are finished with gypsum board with emulsion paint on exposed surfaces.  Cooking benches are finished with solid surfacing materials</p>
室內裝置 Interior Fittings	
門 Door	<p>私人花園：金屬閘配以金屬格柵，配置門鎖、門柄及門頂。  主要入口(室內)：實心防火雙葉木門配以噴漆飾面，配置門鎖、門柄、氣鼓、防盜眼及門頂。  主人睡房及睡房：實心木門配以木皮飾面，配置門鎖、門柄及門頂。  主人浴室及浴室：實心木門配以木皮飾面，配置門鎖、門柄及門頂。  洗手間 1 及工作房：實心木門配以木噴漆面，配置木百葉、門鎖、門柄及門頂。  廚房：實心防火木門配以木皮飾面，配置防火玻璃視窗、門柄、氣鼓及門頂。  洗手間及洗手間 2：鋁摺門配置玻璃板、鋁百葉、門鎖及門柄。  儲物房：實心木門配以木噴漆面，配置門鎖、門柄及門頂。  通往私人花園門：裝設氟化碳塗層鋁框玻璃趟門，配置門鎖及門柄。  通往平台門：鋁框玻璃門，配置門鎖及門柄。  Private Garden: Metal gates with metal grille, fitted with lockset, handle and stopper.  Main Entrance (Interior): Solid core double leaf timber fire rated door with spray paint finishes, fitted with lockset, handle, door closer, eye viewer and door stopper.  Master Bedroom and Bedroom: Solid core timber door with wood veneer, fitted with lockset, handle and door stopper. Master Bathroom and Bathroom: Solid core timber door with wood veneer, fitted with lockset, handle and door stopper. Water Closet 1 and Utility Room: Solid core timber door with spray paint finishes, fitted with timber louver, lockset, handle and door stopper.  Kitchen: Solid core fire rated timber door with wood veneer, fitted with fire rated glass panel, handle, door closer and door stopper.  Water Closet and Water Closet 2: Aluminium folding door fitted with glass panel, aluminium louver, lockset and handle.  Store Room: Solid core timber door with spray paint finishes, with lockset, handle and door stopper.  Doors to Private Garden: Glass sliding doors of fluorocarbon coated aluminium frame fitted with lockset and handle.  Doors to Flat Roof : Aluminium framed glass doors fitted with lockset and handle.</p>
浴室	木製鏡櫃配以鏡、不銹鋼、膠板及木皮飾面。

Bathroom	<p>木製洗手盆配以木噴漆飾面及不銹鋼。人造石材檯面。搪瓷坐廁、搪瓷洗手盆配鍍鉻水龍頭。有關設備，請閱下文「設備」。有關供水系統，請閱下文「供水」一欄。</p> <p>主人浴室： 主人浴室裝設 1500 毫米(長) x 750 毫米(闊) x 500 毫米(深) 搪瓷鑄鐵浴缸、配鍍鉻水龍頭及鍍鉻淋浴套裝。淋浴間裝設鍍鉻淋浴套裝及鍍鉻花灑。鍍鉻毛巾掛鈎。木製蓋面及塑膠桿廁紙架。</p> <p>浴室： 鍍鉻淋浴套裝。</p> <p>洋房 1 至 3 號浴室 1，洋房 5 至 9 號浴室 1 及 2： 配置鍍鉻淋浴套裝。鍍鉻毛巾掛鈎。鍍鉻毛巾桿。木製蓋面及塑膠桿廁紙架。</p> <p>洋房 1 至 3 號浴室 2： 配置鍍鉻淋浴套裝。鍍鉻毛巾掛鈎。木製蓋面及塑膠桿廁紙架。</p> <p>Wooden mirror cabinets with mirror, stainless steel, plastic laminate and wood veneer finishes.</p> <p>Wooden vanity counters with spray paint finishes and stainless steel. Artificial Stone counter top.</p> <p>Vitreous china water closet, vitreous china wash basin with chrome plated basin mixer.</p> <p>For appliances, please refer to the “Appliances” below.</p> <p>For water supply system, please refer to the field “Water Supply” below</p> <p>Master Bathroom: Enameled cast iron bathtub in size of 1500mm (L) x 750mm (W) x 500mm (D) with chrome plated mixer and chrome plated shower set are fitted. Shower compartment fitted with chrome plated shower set and chrome plated shower head. Chrome plated tower hook. Wooden cover with plastic rod toilet paper holder.</p> <p>Bathroom: Equipped with chrome plated shower set.</p> <p>House 1-3 Bathroom 1, House 5-9 Bathrooms 1 &amp; 2 : Equipped with chrome plated shower set. Chrome plated tower hook. Chrome plated tower bar. Wooden cover with plastic rod toilet paper holder.</p> <p>House 1-3 Bathroom 2: Equipped with chrome plated shower set. Chrome plated tower hook. Wooden cover with plastic rod toilet paper holder.</p>
廚房 Kitchen	<p>不銹鋼洗滌盆配鍍鉻水龍頭。廚房裝設木製廚櫃配以高亮亞加力面及膠板門板。有關設備，請參閱下文「設備」。有關供水系統，請參閱下文「供水」一欄。</p> <p>Stainless steel sink and chrome plated sink mixer. Kitchen is equipped with wooden cabinets fitted with acrylic door panels and plastic laminated door panels. For appliances, please refer to the “Appliances” below. For water supply system, please refer to the field “Water Supply” below</p>

電話 Telephone	提供電話接駁點 Telephone Connection Point are provided
天線 Aerials	提供電視 / 收音機天線接駁點 TV / FM Connection Point are provided
電力裝置 Electrical installations	提供三相電力配電箱並裝有微型斷路器。導管是部分隱藏及部分外露*。 * 備註：除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。 外露的導管可能被假天花、假樑、櫃、飾面板、非混凝土牆、管道槽 或其他物料遮蓋或掩藏。 Three phases electricity supply with miniature circuit breakers distribution board are provided. Conduits are partly concealed and partly exposed*. *Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Some of the exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.
氣體供應 Gas supply	地下裝有煤氣喉接駁至煤氣熱水爐，供及所有浴室及洗手間。廚房裝有煤氣接駁點供煮食爐使用。 Town gas supply pipes are installed at G/F and connected to gas water heater for all bathroom and toilet. Town gas point is installed for cooker at kitchen.
洗衣機接駁點 Washing machine connection point	洗衣機配備來水及去水接駁點。 Drain point and water point are provided for washing machine.
供水 Water supply	熱水及冷水喉採用銅喉。沖廁供水系統採用聚氯乙烯管。水管是部分隱藏及部分外露**。 有熱水供應。 ** 備註：除部分隱藏於混凝土坑內之水管外，其他部分的水管均為外 露。外露的水管可能被假天花、假樑、櫃、飾面板、非混凝土牆、管 道槽或其他物料遮蓋或掩藏。 Copper pipes are used for cold and hot water supply. uPVC pipes are used for flushing water supply system. Water pipes are partly concealed and partly exposed**. Hot water supply is available. **Note: Other than those parts of the pipes concealed within concrete trench, the rest of them are exposed. Some of the exposed pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials
信箱 Letter box	設有不銹鋼信箱。 Stainless steel letter box is provided.
設備 Appliances	
其他設備 Other Appliances	組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐 組合式燒烤爐 掛牆式抽油煙機 獨立式雪櫃 嵌入式酒櫃 嵌入式組合微波焗爐 嵌入式蒸焗爐 獨立式洗衣機 獨立式乾衣機 煤氣熱水爐 抽氣扇 電熱水爐 CombiSet – Wok-burner Gas Hob, CombiSet – 2-burner Gas Hob, CombiSet - Barbecue Grill, Wall Mounted Cooker Hood, Freestanding

	Refrigerator, Built-in Wine Conditioning Unit, Built-in Microwave Combination Oven, Built-in Steam Oven, Freestanding Washing Machine, Freestanding Tumble Dryer, Gas Water Heater, Exhaust Fan, Electric Water Heater
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**PART 3 OFFER FORM**

**第3部份: 要約表格**

Tender for the purchase of the property described in the Particulars of the Tendered Property hereinbelow subject to the terms and conditions contained in the Tender Notice and the Conditions of Sale:

根據招標公告和出售條款中包含的條款和條件，投標購買以下招標物業詳情中描述的物業：

**PARTICULARS OF THE TENDERED PROPERTY**  
**招標物業詳情**

No. of tender 招標編號：\_\_\_\_\_

Specified residential property(ies) 指明住宅物業：

<input type="checkbox"/>	House [8] of La Aldea erected on Lot No.2128 in Demarcation District No.121 位於丈量約份 第 121 約地段第 2128 號的 南屏匯洋房 [8]號
<input type="checkbox"/>	House [9] of La Aldea erected on Lot No.2128 in Demarcation District No.121 位於丈量約份 第 121 約地段第 2128 號的 南屏匯洋房 [9]號

Note: The tender may be made in respect of any one, several or all of the above specified residential properties. The specified residential property(ies) for which a tenderer makes an offer to purchase will be collectively referred to as the “Property”.

註：投標人可以就任何一個、多個或全部上述指明住宅物業作出投標。投標人作出要約購買的指明住宅物業於下文統稱為「該物業」。

To: Winful Far East Limited (the “Vendor”)

致：宏富遠東有限公司（“賣方”）

1. I/We \_\_\_\_\_ (Holder of Hong Kong Identity Card No./Passport No./Business Registration No. \_\_\_\_\_) of \_\_\_\_\_

(registered office for a company(ies)/correspondence address in Hong Kong for individual(s)), having read the Tender Document hereby offer to purchase the Tendered Property (the “Property”) from the Vendor at a price of \_\_\_\_\_ (HK\$ \_\_\_\_\_) (the “Purchase Price”) and on terms and conditions as more particularly set out in the Conditions of Sale.

本人/我們 \_\_\_\_\_（香港身份證號碼/護照號碼/商業登記證號碼 \_\_\_\_\_）（公司註冊辦事處/個人在香港的通訊地址 \_\_\_\_\_），在閱讀了招標文件後，特此向賣方提出要約以（港幣） \_\_\_\_\_ 的價格（“樓價”）向賣方購買投標物業（“該物業”），並受出售條款的條款及細則所約束。

2. The Purchase Price shall be paid by me/us in the following manner:

我/我們以下列方式支付樓價：

## Payment Plan C0

### 付款計劃 C0

- (a) cashier order(s) and/or cheque(s) for a sum equivalent to 5% of the Purchase Price submitted along with this Offer Form will be treated as preliminary deposit (the “Preliminary Deposit”) payable by the Purchaser;
  - (b) \_\_\_\_\_% of the Purchase Price being further deposit and part payment of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of the Notice of Acceptance;
  - (c) \_\_\_\_\_% of the Purchase Price being further deposit and part payment of the Purchase Price shall be paid within \_\_\_\_\_ days after the date of the Notice of Acceptance; and
  - (d) the balance of the Purchase Price (which is \_\_\_\_\_% of the Purchase Price) shall be paid within \_\_\_\_\_ days after the date of the Notice of Acceptance.
3. If this tender is accepted, then until the Agreement is signed, this tender together with the Vendor’s Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Offer Form and the Conditions of Sale.  
如果本投標獲接納，則在簽署正式合約之前，本招標文件 連同賣方的接納書 構成本人／我們與賣方之間按照投標通知 本要約表格 和出售條款中包含的條款和條件訂立的一份具約束力的協議。
4. I/We enclose the following documents with this tender :  
我/我們在本次投標中隨附以下文件：
  - (a) a cashier order for the sum of HK\$\_\_\_\_\_ made payable to “Vincent T.K. Cheung, Yap & Co.” being the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this tender is accepted by the Vendor;  
金額為 港幣\_\_\_\_\_ 的銀行本票，收款人為 “張葉司徒陳律師事務所” 相當於樓價的 5%，如果賣方接受本次投標，該金額將用於支付臨時訂金；
  - (b) a copy of my/our HKID Card/Passport/Certificate of Incorporation and Business Registration Certificate (if any);  
本人/我們的香港身份證/護照/公司註冊證明書及商業登記證副本（如有）；

- (c) A Warning to Purchasers duly completed and signed by me/us;  
由本人/我們妥為填寫並簽署的對買方的警告
- (d) A Declaration of Relationship with the Vendor duly completed and signed by me/us;  
由本人/我們妥為填寫並簽署的與賣方關係聲明
- (e) A Personal Data Collection Statement duly completed and signed by me/us;  
由本人/我們妥為填寫並簽署的個人資料收集聲明；
- (f) The Vendor's Information Form duly completed and signed by me/us;  
and  
我們妥為填寫並簽署的賣方資料表格； 及
- (g) An Acknowledgment Letter regarding viewing of the Tendered Property duly completed and signed by me/us.  
由本人/我們妥為填寫並簽署的關於參觀招標物業的確認函。
- (h) An Acknowledgment Letter regarding marketing name of the Tendered Property duly completed and signed by me/us.  
由本人/我們妥為填寫並簽署的關於招標物業銷售名稱的確認函。

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

本人/我們等同意，倘賣方接納此投標，則此投標連同賣方的接納將構成賣方與本人/我們等之間就買賣物業 訂立的一份具有約束力的協議，及本人/我們等將受招標文件的約束：

- a) pay the further deposit(s), further part payment of the Purchase Price and the balance of the Purchase Price at such times as set out in Clause 2 of this Offer Form;  
  
在本要約表格第 2 條規定的時間支付額外的押金、加付部份售價及售價餘款；
- b) sign the Agreement in accordance with Clause 4(a) of the Conditions of Sale; and

根據出售條款第 4(a) 條簽署正式合約； 及

- c) complete the purchase of the Property in accordance with the Conditions of Sale and the Agreement as signed.

根據已簽署的出售條款和正式合約完成對物業的購買。

Dated this            day of

日期為

Name of Tenderer(s) :

投標者姓名：

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Tenderer(s)/Name(s) and

Signature(s) of Authorized

Signatory(ies) of Tenderer(s) :

投標者/名稱及

授權簽名

投標者簽字：

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HKID No(s)/Passport

No(s)/Business Registration No(s).

of Tenderer(s) :

投標者香港身份證號碼/護照號碼/

商業登記號碼：

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Residential address/ correspondence

address in Hong Kong of

Tenderer(s);

投標者在香港通訊住址：

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Telephone No(s). of Tenderer(s) :

投標者電話號碼 :

\_\_\_\_\_

Facsimile No(s). of Tenderer(s) :

投標者傳真號碼 :

\_\_\_\_\_

Email address(es) of Tenderer(s) :

投標者電子郵寄地址 :

\_\_\_\_\_

Name of contact person of Tenderer(s) :

投標者連絡人姓名 :

\_\_\_\_\_

Type of Ownership :

所有權類型:

\* as Sole Owner/ Joint Tenants/

Tenants in Common (in equal shares)

作為獨資業主/聯名租戶/

共同租戶 (平等份額)

***\* Delete where inapplicable and initial  
against deletion***

***\* 刪除不適用的地方和刪除處簡簽***

Name of estate agent appointed by

Tenderer(s) (if any) :

投標者委任的地產代理姓名 (如有) :

\_\_\_\_\_

Licence No. of estate agent (if any) appointed by  
Tenderer(s) (with copy of estate agent's license attached  
hereto)

投標者委任的地產代理牌照號碼（如有）  
（附上地產代理牌照副本）：

\_\_\_\_\_

Contact details of estate agent (if any)

appointed by Tenderer(s):

投標者指定的地產代理聯絡資料（如有）：

\_\_\_\_\_

Signature of witness :

見證人簽名：

\_\_\_\_\_

Name of witness :

見證人姓名：

\_\_\_\_\_

Occupation of witness :

見證人職業：

\_\_\_\_\_

Address of witness :

見證人地址：

\_\_\_\_\_

NOTICE OF ACCEPTANCE OF TENDER

接納書

The above tender is accepted by the Vendor on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ subject to the Tender Notice, the Offer Form and the Conditions of Sale.

賣方于 202\_\_年\_\_月\_\_日接受上述投標，但須遵守招標公告、要約表格和出售條款。

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

Acknowledgement Letter Regarding Marketing Name  
關於銷售名稱確認書

Vendor 賣方	Winful Far East Limited					
Address 地址	La Aldea/南屏匯 (8 Ping Pak Lane, Ping Shan, Yuen Long) (元朗屏山屏柏里 8 號)					
Property 本物業	House 洋房					
	<input type="checkbox"/>	1	<input type="checkbox"/>	2	<input type="checkbox"/>	3
	<input type="checkbox"/>	5	<input type="checkbox"/>	6	<input type="checkbox"/>	7
	<input type="checkbox"/>	8	<input type="checkbox"/>	9		
Purchaser(s) 買方						
I.D./B.R. No. 身份證/商業登記號 碼						
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)					

I/We, the undersigned, the purchaser of the Property, hereby acknowledge and confirm ,my/our understanding and acceptance prior to my /our signing of the Preliminary Agreement for Sale and Purchase that the marketing name of the Property, namely 「駿康園」, 「Casa Girasol」, are names used for marketing and will not be stated in the Deed of Mutual Covenant, the Preliminary Agreement for Sale and Purchase, Formal Agreement for Sale and Purchase, the Assignment or any other title deeds in respect of the Property.

本人/吾等, 即下方簽署人, 是該物業的買方, 現確認本人/吾等在簽署臨時買賣合約前明白和接納: 有關該物業的銷售名稱, 即「駿康園」、「Casa Girasol」為市場推廣之用的名稱, 並不會於關於公契、該物業的臨時買賣合約、買賣合約、轉讓契及契據出現。

Signed by the Purchaser(s)買方簽署

**有關購買該物業文件之收取文件確認函**

**Acknowledgement for receipt of documents relating to purchase of the Property**

該物業/The Property : House 洋房 \_\_\_\_\_

LA ALDEA \*No.8 Ping Pak Lane

南屏匯 \*屏柏里 8 號

買方/ The Purchaser(s)

身份證/商業登記 I.D./B.R. No.

我／我們等確認已收到以下有關我／我們購買該物業之文件，並已閱讀及知悉其內容：

I/We hereby acknowledge receipt of the following documents relating to my/our purchase of the Property and have read and understood the contents thereof:

- 1. 售樓說明書(修改日期：202\_年\_月\_\_日) Sales Brochure (Revision date: \_\_ \_\_\_\_\_ 202\_)
- 2. 銷售安排資料 Information on Sales Arrangements
- 3. 對買方的警告 Warning to Purchasers
- 4. 有關關係的確認函 Letter of Confirmation of Relationship
- 5. 參觀承購單位之確認函 Acknowledgement of Viewing of Property
- 6. 關於招標物業銷售名稱的確認函 Acknowledgment Letter regarding marketing name of the Tendered Property
- 7. 個人資料收集聲明 Personal Data Collection Statement
- 8. 賣方資料表格，在之前 3 個月內印製 Vendor's Information Form (Printed within the previous 3 months)
- 9. 買方有關中介人聲明 Declaration by Purchaser in relation to Intermediary

買方簽署

PURCHASER(S)

\_\_\_\_\_  
日期/Date :

**WARNING TO PURCHASERS  
PLEASE READ CAREFULLY**

**對買方的警告  
買方請小心閱讀**

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

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

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

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

- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interest.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

我／我們已收到此警告之副本及完全明白此警告之內容。

物業/Property : LA ALDEA (南屏匯)

洋房/House :

買方/Purchaser(s)

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姓名/Name of Purchaser(s) :

日期/Date :

To : (1) Winful Far East Limited (also as the owner and whose holding company is China Hero Corporation Limited)  
(2) 宏富遠東有限公司 (亦為擁有人及其控股公司為漢英有限公司)

Dear Sirs,

Re : Letter of Confirmation of relationship  
有關關係的確認函

LA ALDEA 南屏匯, **House** 洋房 \_\_

I/We, the undersigned, being so far as I/we am/are aware, hereby confirm that I/we (in case of corporation, including our controlling shareholder(s)) am/are independent third parties and am/are neither the connected persons (as defined in the listing rules) of Winful Far East Limited and China Hero Corporation Limited nor the relatives of any directors of Winful Far East Limited and China Hero Corporation Limited.

I/We hereby further confirm that I/we am/are not :-

- (i) a director of the vendor, or a parent, spouse or child of such a director;
- (ii) a manager of the vendor;
- (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (iv) an associate corporation or holding company of the vendor;
- (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (vi) a manager of such an associate corporation or holding company.

I/We hereby further undertake to notify you in writing on any change of the above information on or prior to my/our signing of the Formal Agreement for Sale and Purchase.

本人/吾等 乃下述簽署者，就本人/吾等所知悉，茲確認本人/吾等(如簽署者為一間公司，則包括其控權股東)為獨立人仕，並非宏富遠東有限公司及漢英有限公司之關連人士(按〈上市規則〉之闡釋)，亦非宏富遠東有限公司及漢英有限公司董事之親屬。

本人/吾等茲進一步確認本人/吾等不是:-

- (i) 賣方的董事，或該董事的父母、配偶或子女;
- (ii) 賣方的經理;
- (iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
- (iv) 賣方的有聯繫法團或控權公司;

(v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女;或

(vi) 上述有聯繫法團或控權公司的經理。

本人/吾等茲進一步承諾如本人/吾等在簽立正式合約或之前就上述情況有任何改變，本人/吾等將以書面通知 貴公司。

買方簽署/Purchaser(s) :

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姓名/Name of Purchaser(s) :

日期/Date :

參觀或不參觀承購單位之確認函

Acknowledgement for Viewing or Non-viewing the Property

致/To : 宏富遠東有限公司  
Winful Far East Limited

該物業/The Property : 洋房 House\_\_

該發展項目/The Development : 南屏匯、屏柏里 8 號  
LA ALDEA, 8 Ping Pak Lane

買方/ The Purchaser(s) :

身份證/商業登記 I.D. No. :

- 買方確認已參觀上述單位, 並同意接受上述單位根據已建成之現狀為賣方交吉之交樓標準。
- The Purchaser(s) acknowledge(s) that the Purchaser(s) has/have already viewed the Property and agreed to accept and take up delivery of vacant possession of the Property on an "as is" basis and in the existing state and condition.
- 買方確認已參觀與上述單位類近之單位, 並同意不用參觀上述單位並按上述單位已建成之現狀為賣方交吉之交樓標準。
- The Purchaser(s) acknowledge(s) that the Purchaser(s) has/have already viewed the comparable unit and agreed not to view the Property but to accept and take up delivery of vacant possession of the Property on an "as is" basis and in the existing state and condition.
- 買方確認賣方曾勸喻買方參觀上述單位, 惟買方同意及確認不用參觀上述單位, 並同意按上述單位已建成之現狀為賣方交吉之交樓標準。
- The Purchaser(s) acknowledge(s) that the Vendor has advised the Purchaser(s) to view the Property although the Purchaser(s) has/have agreed and acknowledged not to view the Property and to accept and take up delivery of vacant possession of the Property on an "as is" basis and in the existing state and condition.

買方簽署  
Signed by the Purchaser(s)

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日期/Date :

**VENDOR'S INFORMATION FORM**

賣方資料表格

The Vendor (賣方) : Winful Far East Limited (宏富遠東有限公司)

The Development : LA ALDEA

發展項目 : 南屏匯

Residential Property : House [ ] of the Development

該住宅物業 : 發展項目洋房[ ]號

The date on which this Vendor's Information Form is printed: \_\_\_\_\_ 202\_

本賣方資料表格的印制日期: 202\_年\_月\_日

(a) The amount of the management fee that is payable for the Residential Property: HK\$  
per month

須就該住宅物業支付的管理費用的款額: 每月港幣 \_\_\_\_\_ 元

(b) The amount of the Government rent (if any) that is payable for the Residential Property: 3% of the  
rateable value of the residential property per annum (amount to be assessed by Rating and Valuation  
Department)

須就該住宅物業繳付的地稅(如有的話)的款額: 住宅物業的每年應課差餉租值的百分之三 (款額  
有待差餉物業估價署評估)

(c) The name of the owners' incorporation (if any): No

業主立案法團(如有的話)的名稱: 沒有

(d) The name of the manager of the Development: Jones Lang LaSalle Management Services Limited  
發展項目的管理人的姓名或名稱: 仲量聯行物業管理有限公司

(e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the Residential Properties in the Development: NIL  
賣方自政府或管理處接獲的關乎發展項目中的該住宅物業的擁有人須分擔款項的任何通知: 沒有

(f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: NIL  
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知: 沒有

(g) Any pending claim affecting the Residential Property that is known to the Vendor : NIL  
賣方所知會影響該住宅物業任何待決的申索: 沒有

買方有關中介人聲明

**Declaration by Purchaser in relation to Intermediary**

物業 Property : House [ ] of La Aldea, No.8 Ping Pak Lane

賣方 Vendor : 宏富遠東有限公司 Winful Far East Limited

買方 Purchaser(s) 香港身份證/護照/商業登記  
證號碼  
HKID/Passport/BR No(s):

中介人名稱 (公司名稱)

Intermediary Name

(Company Name)

地產代理姓名 (個人)

地產代理 (個人) 牌照號碼

Name of Agent (Individual): \_\_\_\_\_

Estate Agent's Licence No.: \_\_\_\_\_

中介人於今天介紹了買方給賣方，並由買方直接與賣方辦理了購買及交付訂金手續和由買方直接與賣方簽署了下列的臨時買賣合約購買上述物業。

The Intermediary has introduced the Purchaser(s) to the Vendor today and the Purchaser has purchased the Property, paid the deposit thereof and directly entered into with the Vendor the following Preliminary Agreement for Sale and Purchase for the purchase of the Property.

合約編號

Contract No.: \_\_\_\_\_

本人 / 我們確認下列聲明

I/We hereby acknowledge and declare the following:

1. 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士負責。

The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.

2. 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時買賣合約進行。

The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase.

3. 賣方並無直接或間接，亦無授權任何其公司職員向買方或介紹人收取樓價以外任何利益、費用或佣金。買方如遇任何人士以賣方的僱員之名義向其索取任何利益時，買方應速向廉政專員公署 (ICAC) 舉報。

The Vendor has not and has not authorised any of its staff to collect directly or indirectly from the Purchaser(s) or the Intermediary any benefits, fees or commission in addition to the purchase price of the Property. If any person(s) allege(s) to be the staff of the Vendor demanding any benefits from the Purchaser(s), the Purchaser(s) should report promptly to the Independent Commission Against Corruption (ICAC).

4. 本人(等)不反對賣方支付佣金予中介人。

I/We have no objection to the Vendor paying commission to Intermediary.

5. 倘若本函中英文文本有差異，以英文文本為準。

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

買方確認並簽署

Confirmed and Signed by the Purchaser(s) : \_\_\_\_\_

日期 Date: \_\_\_\_\_

\*如買方沒有中介人請將不適用者刪去

If the Purchase(s) has no intermediary, please delete as appropriate.

**個人資料收集聲明**  
**Personal Data Collection Statement**

Property/物業/ : LA ALDEA, 8 Ping Pak Lane (南屏匯) 屏柏里 8 號  
House/洋房 :  
Tenderer/投標者 :  
I.D./B.R. No. 身份證/商業登記號碼 :

為向閣下提供或持續提供有關服務，宏富遠東有限公司(「宏富遠東」)可能需使用閣下提供的資料，包括但不限於閣下的姓名、電話號碼及通訊地址。閣下同意，宏富遠東可按雙方同意的目的包括但不限於處理閣下的投標及為閣下提供服務或法律不時規定使用、披露或轉移閣下向宏富遠東提供的個人資料。除上文所述的資料外，閣下亦可自由提供予宏富遠東所要求的其他資料(統稱為「閣下的個人資料」)。我們在任何時候都會把閣下的個人資料保密。有關個人資料的收集、使用、保留、披露、轉移、保安和查閱，宏富遠東的政策和慣常做法將與香港法例第 486 章個人資料(私隱)條例(「該條例」)和本聲明中的規定一致。閣下可書面聯絡宏富遠東要求查閱或更正閣下的個人資料。

宏富遠東擬使用閣下於本招標文件所提供的個人資料(只限姓名、電話號碼及通訊地址)透過電話及/或郵寄方式用於物業的推廣直銷用途(僅限於提供關於物業的資料和更新)，但我們在未得到閣下的同意之前不能如此使用閣下的個人資料。閣下可隨時選擇不同意宏富遠東使用其個人資料進行任何上述推廣直銷活動。如登記人於將來任何時間不同意宏富遠東使用其個人資料進行任何上述推廣直銷活動，亦可隨時以書面通知宏富遠東有限公司(地址：香港北角渣華道 191 號 嘉華國際中心 27 樓 01-02 室行政經理收)，無須支付任何手續費。閣下亦可以上述方式要求查閱及更正閣下的個人資料。請在本文最後部份簽署表示閣下同意如此使用閣下的個人資料。如閣下不同意，請在以下空格加上「√」，然後簽署。

It may be necessary for Winful Far East Limited (“WFE”) to use the personal information provided by you including but not limited to your name, telephone number and correspondence address in order to enable us to provide or continue to provide the relevant services to you. You agree and consent that the personal data provided by you to us may be used, disclosed or transferred by us for the purposes as shall be agreed between you and us including but not limited to processing your tender and provision of services to you or as required by law from time to time. Apart from the said information, you are free to provide us with other additional personal information as per our request (collectively referred to as “personal data”). We shall keep your personal data confidential at all times and our policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of personal data will be in accordance with the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong) (“the Ordinance”) and are as set out in this Statement. You also have the right to access and correct your personal data held by us from time to time by writing to us at the address below.

WFE intends to use your personal data (name, telephone number, correspondence address only) as provided in this tender document for the purpose of direct marketing (restricted to providing information and updates relating to properties) to you via phone calls and/or direct mails but we will not so use your personal data for such purposes without your consent. You may choose not to consent to WFE’s use of your personal data for any of the aforesaid direct marketing activities at any time. If you do not consent to the use of your personal data for direct marketing in the future, please notify Winful Far East Limited (Address : Administration Manager, Unit 01-02,27/F, K. Wah Centre,191 Java Road, North Point, Hong Kong) in writing at any time. No fees will be charged. You may also request access to and make correction to your personal data in the same manner as described above. Please sign at the end of this statement to indicate your agreement to such use. Should you find such use of your personal data not acceptable, please indicate your objection before signing by ticking the box below.

本人 / 吾等反對使用本人 / 吾等的個人資料於擬作出的直接促銷。 / we object to the proposed use of my/our personal data for direct marketing.

Company Chop & Signature /Signature of Tenderer(s) 投標者簽署/蓋章及簽署 : 1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

日期 : \_\_\_\_\_

## Annex 1

### List of gifts, financial advantages or benefits

贈品、財務優惠或利益的列表

#### Part I 第 I 部份

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

贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權 決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或 利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

6. (If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。