

**TENDER DOCUMENT**

**INVITATION FOR PURCHASE OF PROPERTY**

**BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of:-

**THE PROPERTIES SET OUT IN COLUMN (A) OF  
THE SCHEDULE TO THE TENDER NOTICE AT  
MOUNT ANDERSON  
KOWLOON, HONG KONG**

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**Tender commences at the date and time set out in column (B) of the Schedule to the  
Tender Notice and closes at the date and time set out in column (C) 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(unless previously withdrawn or sold)**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 Mount Anderson**" placed at 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. 1-AC of Mount Anderson, Kowloon, Hong Kong**".

**Vendor: Clever Like Limited**

**Vendor's solicitors: Messrs. Ford, Kwan & Company**  
Suite 3304, 33<sup>rd</sup> Floor, Tower 2, Nina Tower, No.8 Yeung Uk Road,  
Tsuen Wan, New Territories, 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

## **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:

<b>“Acceptance Period”</b>	means the period between the Tender Commencement Date and before 11:00 a.m. on the next day after the closing of tender;
<b>“Best Lending Rate”</b>	means the Hong Kong Dollar Best Lending Rate as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time;
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 3 of this Tender Document;
<b>“Formal Agreement”</b>	means the formal Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 5 of the Conditions of Sale;
<b>“Letter of Acceptance”</b>	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
<b>“Offer Form”</b>	means the Offer Form set out in Part 2 of this Tender Document;
<b>“Property”</b>	means if and when the Tenderer's tender is accepted by the Vendor, the Tendered Property or Tendered Properties (as the case may be);
<b>“Properties for Tender”</b>	means the properties set out in column (A) of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and <b>“Property for Tender”</b> means any one of them;
<b>“Purchase Price”</b>	means the purchase price specified in the Offer Form;
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
<b>“Tender Closing Date”</b>	means the date and time set out in column (C) of the Schedule to the Tender Notice;
<b>“Tender Commencement Date”</b>	means the date and time set out in column (B) of the Schedule to the Tender Notice;
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2

and Part 3 and Schedules thereto but does not include the Annex);

<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document;
<b>“Tendered Properties”</b>	means the properties as specified in the Schedule to the Offer Form and <b>“Tendered Property”</b> means any one of them;
<b>“Tenderer”</b>	means the person who is specified in the Offer Form as the tenderer;
<b>“Vendor”</b>	means Clever Like Limited.
<b>“Vendor’s agent”</b>	means Chinachem Agency Limited.
<b>“Vendor’s solicitors”</b>	means Ford, Kwan & Company.

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest tender or any tender, and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.4 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 to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 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.
- 2.6 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.
- 2.7 Tenderers should note that the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.8 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. **Please 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) / cheque(s)
- (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 “**MAYER BROWN**” 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\$100,000 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 “**MAYER BROWN**”.
- (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) Personal Information Collection Statement (Annex 2)  
(3) Declaration of the Purchaser (relationship with Vendor) (Annex 3)  
(4) Extended Defect Maintenance Letter (Annex 4)  
(5) (If applicable) Early Settlement Cash Rebate Letter (Annex 5)
- Please do NOT date any of the documents 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. 1-AC of Mount Anderson, Kowloon, Hong Kong**”; and

- (d) placed in the Tender Box labelled “**Tender For Mount Anderson**” 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**

- 2.9 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.
- 2.10 (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. 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).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, 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 such form as approved by the Legal Advisory and Conveyancing Office, Lands Department ("LACO") in respect of which none of the terms of the Formal Agreement are permitted to be altered in any way without prior written approval of LACO. The said 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, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the said form of the Formal Agreement and the Purchaser shall accept the same without amendments.
- 3.4 The Purchaser shall be offered by the Vendor the following gifts, financial advantage or benefits as set out below in connection with the purchase of the Property:-

(i) Extended Defect Maintenance Offer

Without prejudice to the Formal Agreement in respect of the Property, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 24 months from the date of the certificate of compliance or consent to assign in respect of the Development (whichever is earlier) remedy any defects to the Property or the fittings, finishes and appliances (as mentioned in the Formal Agreement) caused otherwise than by the act or neglect of the Purchaser. In case of any dispute, the decision of the Vendor shall be final. This "Extended Defect Maintenance Offer" is personal to the Purchaser and is to be enjoyed by the Purchaser only. This "Extended Defect Maintenance Offer" is non-assignable, non-transferable and subject to other terms and conditions.

(ii) Standby Mortgage Loan (Applicable to Terms of Payment (B) and (D) only)

The Purchaser can apply for a first mortgage loan (being referred to in this sub-paragraph (ii) as the "mortgage loan") from a finance company designated by the Vendor (being referred to in this sub-paragraph (ii) as the "Lender"). Such mortgage loan application shall be made by the Purchaser to the Lender in the prescribed written form no later than 90 days before the intended date of advance of the mortgage loan and shall be approved by the Lender. Whether the application is approved or not is subject to the final decision of the Lender. This mortgage loan is subject to the following main terms and conditions: -

- (1) All legal documents for the mortgage loan must be prepared by, and executed at, the solicitors' firm designated by the Lender.
- (2) All costs and disbursements for the legal documentation shall be paid by the Purchaser.
- (3)
  - (A) The maximum amount of the mortgage loan shall not exceed 90% of the Purchase Price with a maximum repayment term of 360 monthly instalments if the Purchase Price is less than HK\$13,000,000.
  - (B) The maximum amount of the mortgage loan shall not exceed 85% of the Purchase Price with a maximum repayment term of 360 monthly instalments if the Purchase Price is HK\$13,000,000 or above.
- (4) The mortgage loan together with interest to be calculated in the following manner shall be repaid by monthly instalments: -
  - (A) The interest for the first 60 months shall be calculated at a rate of 2.5% below the Best Lending Rate , subject to the fluctuation of the interest rate.
  - (B) From the 61st month onwards, the interest shall be calculated at the Best Lending Rate plus 1%, subject to the fluctuation of the interest rate.
- (5) Any early prepayment (full or partial) of the mortgage loan shall be subject to the early prepayment fee which is calculated as follows:-
  - (A) if an early prepayment in full or in part of the outstanding amount of mortgage loan, interest and other payments due and owing under the loan documents is made within 60 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 prepayment fee which is equivalent to three months' interest (to be calculated at the Best Lending Rate, subject to the fluctuation of the interest rate) on the sum repaid early.
- (6) The Purchaser shall pay to the Lender a sum of HK\$5,000 being the non-refundable application fee for the mortgage loan.
- (7) The Purchaser is advised to enquire with the Lender for details of the mortgage loan before deciding whether to apply for the same. All the above main terms and conditions, offers (if any) and the approval or disapproval of the mortgage loan is subject to the final decision of the Lender. The Purchaser shall complete the purchase of the Property and

shall fully pay the Purchase Price of the Property irrespective of whether the mortgage loan is approved or not. No representation or warranty is given, or shall be deemed to have been given by the Vendor or the Vendor's agent as to whether the mortgage loan will be approved and/or granted. The Vendor and the Vendor's agent are not, and will not be, involved in the arrangements of the mortgage loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Vendor's agent as a result of or in connection with the approval and/or disapproval of the mortgage loan and/or any matters relating to the mortgage loan.

- (8) The mortgage loan is subject to other terms and conditions as may from time to time be stipulated by the Lender.
- (9) The terms and conditions and the approval of applications for the mortgage loan are subject to the final decision of the Lender.
- (10) For the avoidance of doubt, the Vendor and the Vendor's agent have nothing to do with the mortgage loan and shall in no event be liable to the Purchaser for anything arisen therefrom. The Vendor's rights under the Formal Agreement of the Property shall not be affected.

(iii) First 24 months Interest-Free and Repayment-Free Mortgage Loan (Applicable to Term of Payment (C) only)

The Purchaser can apply for a first mortgage loan (being referred to in this sub-paragraph (iii) as the "mortgage loan") from a finance company designated by the Vendor (being referred to in this sub-paragraph (iii) as the "Lender"). Such mortgage loan application shall be made by the Purchaser to the Lender in the prescribed written form no later than 90 days before the intended date of advance of the mortgage loan and shall be approved by the Lender. Whether the application is approved or not is subject to the final decision of the Lender. This mortgage loan is subject to the following main terms and conditions: -

- (1) All legal documents for the mortgage loan must be prepared by, and executed at, the solicitors' firm designated by the Lender.
- (2) All costs and disbursements for the legal documentation shall be paid by the Purchaser.
- (3) (A) The maximum amount of the mortgage loan shall not exceed 90% of the Purchase Price with a maximum repayment period of 360 months if the Purchase Price is less than HK\$13,000,000.  
(B) The maximum amount of the mortgage loan shall not exceed 85% of the Purchase Price with a maximum repayment term of 360 monthly instalments if the Purchase Price is HK\$13,000,000 or above.
- (4) The mortgage loan shall be repaid in the following manner: -



- (A) For the first 24 months, the Purchaser will not be required to repay the principal of the mortgage loan or interest.
  - (B) For the subsequent 25th month to 60th month, repayment of the principal and interest will be repaid by equal monthly instalments with interest calculated at a rate of 2.5% below the Best Lending Rate. From the 61st month onwards, repayment of principal and interest shall be calculated at the Best Lending Rate plus 1%, subject to fluctuation of the interest rate.
- (5) Any early prepayment (full or partial) of the mortgage loan shall be subject to the Purchaser's early prepayment fee which is calculated as follows:-
- (A) if an early prepayment in full or in part of the outstanding amount of mortgage loan, interest and other payments due and owing under the loan documents is made within 60 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 prepayment fee which is equivalent to three months' interest (to be calculated at the Best Lending Rate, subject to the fluctuation of the interest rate) on the sum repaid early.
- (6) The Purchaser shall pay to the Lender a sum of HK\$5,000 being the non-refundable application fee for the mortgage loan.
- (7) The Purchaser is advised to enquire with the Lender for details of the mortgage loan before deciding whether to apply for the same. All the above main terms and conditions, offers (if any) and the approval or disapproval of the mortgage loan is subject to the final decision of the Lender. The Purchaser shall complete the purchase of the Property and shall fully pay the Purchase Price of the Property irrespective of whether the mortgage loan is approved or not. No representation or warranty is given, or shall be deemed to have been given by the Vendor or the Vendor's agent as to whether the mortgage loan will be approved and/or granted. The Vendor and the Vendor's agent are not, and will not be, involved in the arrangements of the mortgage loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Vendor's agent as a result of or in connection with the approval and/or disapproval of the mortgage loan and/or any matters relating to the mortgage loan.
- (8) The mortgage loan is subject to other terms and conditions as may from time to time be stipulated by the Lender.
- (9) The terms and conditions and the approval of applications for the mortgage loan are subject to the final decision of the Lender.

(10) For the avoidance of doubt, the Vendor and the Vendor's agent have nothing to do with the mortgage loan and shall in no event be liable to the Purchaser for anything arisen therefrom. The Vendor's rights under the Formal Agreement of the Property shall not be affected.

(iv) Early Settlement Cash Rebate (Applicable to Term of Payment (D) only)

(1) Where the Purchaser pays and settles the balance of the Purchase Price earlier than the due date of payment as specified in the Formal Agreement, the Purchaser shall be entitled to an "Early Settlement Cash Rebate" payable by the Vendor in the amount and manner as set out in the table below :-

Early Settlement Cash Rebate Table

<b>Date of settlement of the balance of the Purchase Price</b>	<b>Early Settlement Cash Rebate Amount</b>
Within 240 days after the date of the Letter of Acceptance	4% of Purchase Price
Within 330 days after the date of the Letter of Acceptance	3% of Purchase Price
Within 420 days after the date of the Letter of Acceptance	2% of Purchase Price

(2) The Purchaser shall apply to the Vendor in writing for the "Early Settlement Cash Rebate" at least 30 days before the date on which the whole balance of the Purchase Price is to be early paid. After the Vendor has received such application and duly verified the information, the Vendor will apply the "Early Settlement Cash Rebate" as part payment of the balance of the Purchase Price payable by the Purchaser directly.

(3) The Purchaser shall enter into a supplemental agreement prepared by the Vendor's Solicitors in relation to this application.

(4) The Purchaser shall be solely responsible for all costs, disbursements and charges (including but not limited to stamp duty (if any), the legal fees, disbursements and other charges in relation to the supplemental agreement) arising from this "Early Settlement Cash Rebate".

(v) "L'hotel Vivva Programme" Premium Membership

The Purchaser and his/her/their immediate family member(s) (up to four (4) persons only) will be offered the "L'hotel Vivva Programme" Premium Membership. To apply for the "L'hotel Vivva Programme" Premium Membership, the Purchaser and his/her/their immediate family member(s) shall sign and return the relevant application form to L'hotel Group, failing which such offer shall automatically lapse and the Purchaser(s) will not be entitled to any compensation therefor.

- (vi) Option to purchase Residential Parking Space (only applicable to purchasers of Unit A on 18 Floor of Tower 2 and Unit A on 18 Floor of Tower 3 of Mount Anderson)

When a Purchaser purchases the Property, the Purchaser shall, at the same time, have a non-transferable option to purchase ("option to purchase") one (1) residential parking space in the Development at the price to be determined by the Vendor at its sole and absolute discretion. The Purchaser is required to exercise his/her/its option to purchase one (1) residential parking space within the time limit, in the manner and at the price as prescribed by the Vendor, failing which the option to purchase shall lapse automatically and be deemed to be waived by the Purchaser who shall not be entitled to any compensation therefor. The residential parking space(s) available for purchase at the time when the Purchaser exercises the option to purchase and the terms and conditions of sale thereof shall be solely determined by and at the absolute discretion of the Vendor and will be announced later. This option to purchase is personal to the Purchaser and is to be enjoyed by the Purchaser only.

- (vii) Right to register his/her/its intent to purchase Residential Parking Space (only applicable to purchasers of Unit A on 8 Floor of Tower 2 of Mount Anderson)

When a Purchaser purchases the Property, the Purchaser shall have a non-transferable right to register his/her/its intent to purchase ("Right") one (1) residential parking space in the Development at the price and on other conditions to be determined by the Vendor at its sole and absolute discretion. The Purchaser is required to exercise his/her/its Right within the time limit, in the manner and at the price as prescribed by the Vendor, failing which the Right shall lapse automatically and be deemed to be waived by the Purchaser who shall not be entitled to any compensation therefor. The residential parking space(s) available for purchase at the time when the Purchaser exercises the Right and the terms and conditions of sale thereof shall be solely determined by and at the absolute discretion of the Vendor and will be announced later. The Right is personal to the Purchaser and is to be enjoyed by the Purchaser only. No warranty is given by the Vendor that the Purchaser must be able to purchase the residential parking space by virtue of the Right.

- 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

	<u>(A)</u> <u>Properties for Tender</u>	<u>(B)</u> <u>Tender</u> <u>Commencement Date</u> <u>and Time</u>	<u>(C)</u> <u>Tender</u> <u>Closing Date and Time</u>
1.	Unit A on 8 Floor of Tower 2 of Mount Anderson	1:00 p.m. on 23 March 2021	4:00 p.m. on 23 March 2021
2.	Unit A on 18 Floor of Tower 2 of Mount Anderson	1:00 p.m. on 23 March 2021	4:00 p.m. on 23 March 2021
3.	Unit A on 18 Floor of Tower 3 of Mount Anderson	1:00 p.m. on 23 March 2021	4:00 p.m. on 23 March 2021

*[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 Tendered Property at the Purchase Price specified in the Schedule to this Offer Form subject to the terms and conditions of the 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. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.
6. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

**TENDERER MUST  
COMPLETE THIS  
PAGE**

**Schedule to the Offer Form**

*(To be completed by the Tenderer)*

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

<i>Section 2 – Tendered Properties and Purchase price</i>				
1.	Tendered Property	Unit A on 8 Floor of Tower 2 of Mount Anderson		
	Purchase price (HK\$)			
	Cashier's order and cheque(s)	Amount (HK\$)	Bank	Cashier's order / cheque no.
2.	Tendered Property	Unit A on 18 Floor of Tower 2 of Mount Anderson		
	Purchase price (HK\$)			
	Cashier's order and cheque(s)	Amount (HK\$)	Bank	Cashier's order / cheque no.



3.	Tendered Property	Unit A on 18 Floor of Tower 3 of Mount Anderson		
	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 A**

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. The balance of 95% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position to validly assign the Property to the Purchaser, whichever is earlier.

**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. A further deposit of 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance;
3. The balance of 90% of the Purchase Price shall be paid within 240 days after the date of the Letter of Acceptance or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position to validly assign the Property to the Purchaser, whichever is earlier.

**Term of Payment C**

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. A further deposit of 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance;
3. The balance of 90% of the Purchase Price shall be paid within 240 days after the date of the Letter of Acceptance or within 14 days after the date of written

notification to the Purchaser that the Vendor is in a position to validly assign the Property to the Purchaser, whichever is earlier.

**Term of Payment D**

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. A further deposit of 5% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance;
3. The balance of 90% of the Purchase Price shall be paid by the Purchaser within 14 days after the date of written notification to the Purchaser that the Vendor is in a position to validly assign the Property to the Purchaser.

<i>Section 4 - Intermediary</i>	
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 - Submission checklist*

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

1.  Tender Document (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:
  - Warning to Purchasers (undated) (Annex 1)
  - Personal Information Collection Statement (undated) (Annex 2)
  - Declaration of the Purchaser (relationship with Vendor) (undated) (Annex 3)
  - Extended Defect Maintenance Letter (Annex 4)
  - (If applicable) Early Settlement Cash Rebate Letter (Annex 5)

*Section 6 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)*

We declare and agree as follows:-

1. The table below sets out the particulars of all the current directors 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.

<b>Director(s)</b>		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		

**TENDERER MUST  
COMPLETE THIS  
PAGE**

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

<i>Section 8 - Signature of the Tenderer and witness</i>	
<p>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.</p> <p><i>(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its director with company chop.)</i></p>	
Signed by the Tenderer:	Witnessed by:
X	X
Name of the director (if the Tenderer is a company):	Name of the 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 comprising the Residential Accommodation, the Parking Spaces and the Recreational Facilities (all defined in the said Deed (hereinafter defined)) now being constructed or to be constructed on All That piece of land known as Lot No.1068 in Survey District No. 3 and intended to be known as "Mount Anderson (安峯)", Kowloon, Hong Kong, 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 Suite 3304, 33<sup>rd</sup> Floor, Tower 2, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, 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 11 and item (a) of Part I of the Schedule to this Preliminary Agreement is calculated in accordance with section 8(3) of the Ordinance;

(c) the area of an item under Clause 11 and item (b) of Part I of the Schedule to this Preliminary Agreement 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:-
- 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.
6. The sale and purchase of the Property shall be completed at the offices of the Vendor’s solicitors during office hours within 14 days after the date of the written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
7. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
8. The special stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
9. The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
10. If the Purchaser fails to execute 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.
11. The measurements of the Property are as set out in Part I of the Schedule hereto.
12. The sale and purchase of the Property includes the fittings, finishes and appliances which are set out in Part II of the Schedule hereto (including any Appendix thereto).
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise

requisition or objection in respect of title.

14. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in Clause 15 and fully understands its contents.
15. For the purposes of Clause 14, the following is the “Warning to Purchasers”–
  - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
  - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
17. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under Clause 6, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Clause 12, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise..



18. Each party shall pay its own solicitor's costs and expenses of and incidental to the preparation approval completion stamping and registration of the Formal Agreement and the Assignment Provided that if the Purchaser appoints the Vendor's solicitors to act for the Purchaser in respect of all legal documentation in relation to the purchase of the Property, the Vendor agrees to bear the Purchaser's legal costs of the Formal Agreement and the Assignment but the stamp duties, registration fees and other legal costs, charges and disbursements shall be borne by the Purchaser.
19. The due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("the said Deed") and the plans to be attached to the said Deed, the costs for preparing certified copies of title deeds and documents, the fees for the plans to be annexed to the Formal Agreement and the Assignment, the stamp duties (including without limitation to the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)), registration fees, and other disbursements relating to the sale and purchase of the Property shall all be borne and paid by the Purchaser on or before completion (save and except those stamp duties payable on this Preliminary Agreement and the Formal Agreement which shall be paid in accordance with Clause 20 below).
20. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors or the solicitors appointed by the Purchaser (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 to (a) sign the Formal Agreement in such form as approved by the Legal Advisory and Conveyancing Office, Lands Department ("LACO") in respect of which none of the terms of the Formal Agreement is permitted to be altered in any way without prior written approval of LACO, (b) make further payment in accordance with this Preliminary Agreement and (c) pay all stamp duty(ies) payable or incurred on this Preliminary Agreement and the Formal Agreement.
21. Time is in every respect of the essence of this Preliminary Agreement.
22. The Purchaser shall inform the Vendor in writing of any change in correspondence address or telephone number.
23. In respect of each payment of the Purchase Price or any part of the purchase price required to be made under this Preliminary Agreement (except the Preliminary Deposit and/or part thereof), the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong and in favour of the Vendor's solicitors.
24. The Property comprises a residential property and (where applicable) a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
25. This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

26. The Purchaser may instruct its own solicitor to act for it in its purchase of the Property. For details of solicitors' firms, please contact The Law Society of Hong Kong at telephone number 2846 0500 or visit its website at [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk).
27.
  - (a) It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of this Clause 27(b), only the person(s) who signed this Preliminary Agreement is permitted to sign the Formal Agreement;
  - (b) No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Formal Agreement except a named attorney (without any right of substitution) with a specific power only to sign the Formal Agreement in the name and on behalf of the Purchaser.
28. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority.
29. The Purchaser will have to agree with the Vendor in the Formal Agreement to the effect that (a) the Vendor is entitled to keep the Preliminary Deposit if the Formal Agreement is later cancelled in any way whatever, and (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the assignment of the Property, sub-sell the Property or transfer the benefit of the Formal Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the assignment of the Property..
30. The Assignment of the Property must be made in favour of the Purchaser who signed the Formal Agreement of the Property.
31. Before the Purchaser is entitled to possession of the Property, the Purchaser shall (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development and (b) pay to the manager of the Development or the Vendor all the deposits and advance payments and a debris removal fee payable under the said Deed.
32. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Formal Agreement is executed 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, at the cost of the Purchaser.
33. This Preliminary Agreement may be rescinded by agreement of the parties hereto without the consent of any person who is not a party to this Preliminary Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this Preliminary Agreement. For the purpose of section 6(4) of that Ordinance, the Vendor agrees to give as soon as practicable notice of this Clause :-

- (a) to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344);
  - (b) if no Owners' Corporation exists, to the manager of the Development; and
  - (c) if no manager has been appointed, to the manager as and when it is appointed and also to the Owners' Corporation as and when it is incorporated..
34. The Purchase Price in respect of the Property is set out in the Offer Form. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and payment terms and the calculation of the purchase price. The amount of the Purchase Price and the payment terms shall be as stated in the Formal Agreement.
35. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
36. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.

*[Please see next page for the attached Schedule to Part 3]*

*[End of Part 3: Conditions of Sale]*

招標文件

公開招標承投購買物業

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現招標承投購買：

載於招標公告附表(A)欄之位於  
香港九龍安峯之物業

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招標開始日期及時間為載於招標公告附表(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(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「香港九龍安峯招標文件第1-AC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「安峯標書」的投標箱內。

賣方： 穎顯有限公司

賣方律師： 梁錦濤關學林律師行  
香港新界荃灣楊屋道 8 號如心廣場 2 座 3304 室

賣方代理： 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

## 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」	指由招標開始日期至招標截止日期後的下一日上午 11 時正之前。
「最優惠利率」	指香港上海滙豐銀行有限公司不時公佈之港元最優惠利率。
「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 段擬簽訂的該物業的正式合約。
「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。
「該物業」	指如果及一旦投標者的投標書獲得賣方接納時的投標物業。
「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(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，其對該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(C)欄的日期及時間。
「招標開始日期」	指載於招標公告附表(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 部份及其附表組成，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」 指穎顯有限公司。
- 「賣方代理」 指華懋代理有限公司。
- 「賣方律師」 指梁錦濤關學林律師行。

## 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該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方亦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，或將該物業以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.5 賣方保留權利不時透過修改銷售安排資料的方法更改招標截止日期及時間。賣方無需就修改銷售安排資料另行通知投標者。
- 2.6 賣方保留權利接受或將任何提交不符合要求之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之任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 2.7 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。
- 2.8 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）；
  - (b) 連同以下文件：
    - (i) 銀行本票 / 支票
      - (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「孖士打律師行」，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。
      - (B) 一張或多張銀行本票，金額合共港幣 100,000 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「孖士打律師行」，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) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告(附件 1)
- (2) 個人資料收集聲明(附件 2)
- (3) 買方聲明書(與賣方關係)(附件 3)
- (4) 延長保養欠妥之處的信件(附件 4)
- (5) (如適用)提前付清樓價現金回贈的信件(附件 5)

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**香港九龍安峯招標文件第 1-AC 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賣方代理人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「**九龍安峯標書**」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**

2.9 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，按投標書所載的香港通訊地址以專人送達或通過郵遞方式退還予落選投標者，風險由投標者承擔。

2.10 (a) 投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽

署)，並視作為主事人。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。
- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

### 3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿或之前獲通知其投標書已被接納，通知信函(「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。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，買方應簽署一分經地政總署法律諮詢及田土轉易處(「地政總署」)批核的正式合約，該合約內容除得地政總署書面批准外，一概不能更改，不能對其作出任何改動或修訂。批核的正式合約的格式可於招標開始日期及時間至招標截止日期及時間在香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 買方就購買該物業可獲賣方提供以下所列的贈品、財務優惠或利益：
- (i) 延長欠妥之處保養優惠

凡該物業或裝置、裝修物料及設備(定義見該物業之正式合約)有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，在不損害正式合約的原則下，買方可於發展項目的滿意紙或轉讓同意書發出日期(以較早者為準)起計 24 個月內向賣方發出書面通知，要求賣方在合理地切實可行的範圍內儘快自費作出補救。如有任何爭議，賣方有最終決定權。此「延長欠妥之處保養優惠」僅屬於買方，並僅供買方享用及獲得。此「延長欠妥之處保養優惠」不得轉讓，亦不可轉移，並受其他條款及細則約束。
  - (ii) 備用按揭貸款 (只適用於支付條款(B)及(D))



買方可向賣方指定的貸款公司(於本 (ii) 分段中統稱為「貸款人」)申請第一物業按揭貸款(於本 (ii) 分段中統稱為「物業按揭貸款」)，該物業按揭貸款申請必須不遲於預期的貸款日前 90 天由買方向貸款人以指定表格作出並須經由貸款人批核。申請批出與否，貸款人有最終決定權。該物業按揭貸款受下列主要條款及條件限制:-

- (1) 所有物業按揭貸款的法律文件必須由貸款人指定之律師行辦理及於該律師行簽署。
- (2) 所有有關的法律文件之費用及雜費由買方負責。
- (3) (A) 如樓價為港幣 13,000,000 元以下，物業按揭貸款金額最高不超過樓價 90%，還款期最長不超過 360 月供款。  
(B) 如樓價為港幣 13,000,000 元或以上，物業按揭貸款金額最高不超過樓價 85%，還款期最長不超過 360 月供款。
- (4) 物業按揭貸款及以下列方式計算的利息，按月償還:-
  - (A) 首 60 個月利率以最優惠利率減 2.5%計算，利息按利率浮動而計算。
  - (B) 由第 61 個月起，利率以最優惠利率加 1%計算，按利率浮動而計算。
- (5) 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 60 個月內提前償還全數或部份餘下之按揭貸款、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(利率以最優惠利率計算，並按利率浮動而計算)之金額作為提前還款費。
- (6) 買方須就申請物業按揭貸款支付予貸款人港幣 5,000 元作為不可退還的申請手續費。
- (7) 買方於決定是否申請物業按揭貸款前，敬請先向貸款人查詢有關詳情。以上所有主要條款及條件、優惠(如有)及物業按揭貸款批出與否，貸款人有最終決定權。不論物業按揭貸款獲批與否，買方仍須完成購買該物業及繳付該物業的樓價全數。就物業按揭貸款是否獲

得批核，賣方及賣方代理並無給予，或視之為已給予，任何聲明或保證。賣方及賣方代理並沒有亦不會參與物業按揭貸款之安排。買方不得就或有關係物業按揭貸款的批核及/或不批核及/或任何物業按揭貸款相關事宜而向賣方及/或賣方代理提出任何申索。

- (8) 物業按揭貸款受貸款人不時所訂之其他條款及條件約束。
- (9) 有關物業按揭貸款之批核與否及按揭條款及條件以貸款人之最終決定為準。
- (10) 為免生疑問，賣方及賣方代理均與物業按揭貸款無關，並在任何情況下無須就物業按揭貸款對買方負責。賣方在該物業的正式合約下的權益並不受影響。

(iii) 首 24 個月免息免供按揭貸款(只適用於支付條款 (C))

買方可向賣方指定的貸款公司(於本 (iii) 分段中統稱為「貸款人」)申請第一物業按揭貸款(於本 (iii) 分段中統稱為「物業按揭貸款」)，該物業按揭貸款申請必須不遲於預期的貸款日前 90 天由買方向貸款人以指定表格作出並須經由貸款人批核。申請批出與否，貸款人有最終決定權。該物業按揭貸款受下列主要條款及條件限制:-

- (1) 所有物業按揭貸款的法律文件必須由貸款人指定之律師行辦理及於該律師行簽署。
- (2) 所有有關的法律文件之費用及雜費由買方負責。
- (3) (A) 如樓價為港幣 13,000,000 元以下，物業按揭貸款金額最高不超過樓價 90%，還款期最長不超過 360 月。
- (B) 如樓價為港幣 13,000,000 元或以上，物業按揭貸款金額最高不超過樓價 85%，還款期最長不超過 360 月供款。
- (4) 物業按揭貸款以下列方式償還:-
  - (A) 首 24 個月, 買方無需償還物業按揭貸款之本金或利息。
  - (B) 由第 25 個月起至第 60 個月，物業按揭貸款之本金連利息每月供款償還，利率以最優惠利率減 2.5% 計算。由第 61 個月起，本金連利息之償還應以最優惠利率加 1% 計算，按利率浮動而計算。
- (5) 任何物業按揭貸款之提前還款(全數或部份)買方將須支付以下列方法計算之提前還款費:-

- (A) 如在物業按揭貸款發放之日起計 60 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，買方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(利率以最優惠利率計算，並按利率浮動而計算)之金額作為提前還款費。
- (6) 買方須就申請物業按揭貸款支付予貸款人港幣 5,000 元作為不可退還的申請手續費。
- (7) 買方於決定是否申請物業按揭貸款前，敬請先向貸款人查詢有關詳情。以上所有主要條款及條件、優惠(如有)及物業按揭貸款批出與否，貸款人有最終決定權。不論物業按揭貸款獲批與否，買方仍須完成購買該物業及繳付該物業的樓價全數。就物業按揭貸款是否獲得批核，賣方及賣方代理並無給予，或視之為已給予，任何聲明或保證。賣方及賣方代理並沒有亦不會參與物業按揭貸款之安排。買方不得就或有關物業按揭貸款的批核及/或不批核及/或任何物業按揭貸款相關事宜而向賣方及/或賣方代理提出任何申索。
- (8) 物業按揭貸款受貸款人不時所訂之其他條款及條件約束。
- (9) 有關物業按揭貸款之批核與否及按揭條款及條件以貸款人之最終決定為準。
- (10) 為免生疑問，賣方及賣方代理均與按揭貸款無關，並在任何情況下無須就按揭貸款對買方負責。賣方在該物業的正式合約下的權益並不受影響。
- (iv) 提前付清樓價現金回贈(只適用於支付條款(D))
- (1) 如買方提前於正式合約訂明的付款限期日之前付清樓價餘款，可獲賣方根據以下列表格計算的「提前付清樓價現金回贈」:-

#### 提前付清樓價現金回贈列表

付清樓價餘款日期	提前付清樓價現金回贈金額
接納書的日期後 240 日內	樓價 4%
接納書的日期後 330 日內	樓價 3%
接納書的日期後 420 日內	樓價 2%

- (2) 買方須於提前付清樓價餘款日前最少 30 日，以書面通知賣方向賣方申請「提前付清樓價現金回贈」，賣方於收到申請並確認有關資

料無誤後，「提前付清樓價現金回贈」將直接用作支付買方應繳付之部份樓價餘款。

- (3) 買方需簽署一份由賣方代表律師為此項申請而擬備的補充合約。
- (4) 買方須自行承擔就「提前付清樓價現金回贈」而衍生之所有費用、支出及雜項費用（包括但不限於印花稅(如有)和該補充合約有關之律師費、支出及雜項費用）。

(v) 「如心酒店集團 Vivva 會員計劃」Premium 會員會藉

買方及其家人(最多四位人士)可獲贈「如心酒店集團 Vivva 會員計劃」Premium 會員會藉。有意申請「如心酒店集團 Vivva 會員計劃」Premium 會員會藉之買方及其家人須簽署並遞交相關申請書予「如心酒店集團」，否則優惠將自動失效，而買方不會因此獲得任何賠償。

(vi) 住宅停車位認購權（只適用於購買安峯第 2 座 18 樓 A 單位及第 3 座 18 樓 A 單位之買方）

購買該物業的買方同時可享有不可轉讓的認購發展項目內的一個住宅停車位的權利(「認購權」)，而賣方有完全及絕對酌情權決定住宅停車位的售價。買方須於賣方所設定之時限、方式及售價行使其認購權，否則其認購權將會自動失效，而買方將被視作放棄其認購權，買方並不會為此獲得任何補償。賣方有完全及絕對酌情權決定買方行使認購權時可供購買的住宅停車位及其銷售條款與細則並容後公布。此認購權僅屬於有關買方，並僅供該買方享用。

(vii) 住宅停車位登記權（只適用於購買安峯第 2 座 8 樓 A 單位之買方）

購買該物業的買方可享有不可轉讓的登記認購意向發展項目內的一個住宅停車位的權利(「登記權」)，而賣方有完全及絕對酌情權決定住宅停車位的售價及其它條款。買方須於賣方所設定之時限、方式及售價行使其登記權，否則其登記權將會自動失效，而買方將被視作放棄其登記權，買方並不會為此獲得任何補償。賣方有完全及絕對酌情權決定買方行使登記權時可供購買的住宅停車位及其銷售條款與細則並容後公布。此登記權僅屬於有關買方，並僅供該買方享用。賣方不予任何保證買方一定能以登記權購買住宅停車位。

- 3.5 投標者宜注意，買方如未能按照出售條款及/或正式合約繳付進一步訂金、樓價任何部分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. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人華懋代理有限公司（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。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不（而且也不視作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 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

	(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.	安峯第 2 座 8 樓 A 單位	2021 年 3 月 23 日 下午 1 時	2021 年 3 月 23 日 下午 4 時
2.	安峯第 2 座 18 樓 A 單位	2021 年 3 月 23 日 下午 1 時	2021 年 3 月 23 日 下午 4 時
3.	安峯第 3 座 18 樓 A 單位	2021 年 3 月 23 日 下午 1 時	2021 年 3 月 23 日 下午 4 時

[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. 要約

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

### 2. 如要約獲接納將構成有效協議

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

### 3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票和支票(視何情況)的地址。接納書在投郵後的第二個工作日視為已經正式收到。

### 4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- (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. 除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。

6. 本人／我們授權賣方完成連同本招標文件遞交的文件中的細節（現在留白）（如有）。

要約表格的附表

(由投標者填寫)

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

第2節 – 該等投標物業及樓價				
1.	投標物業	安峯第2座8樓A單位		
	樓價 (HK\$)			
	銀行本票及支票	金額 (HK\$)	銀行	銀行本票/支票編號
2.	投標物業	安峯第2座18樓A單位		
	樓價 (HK\$)			
	銀行本票及支票	金額 (HK\$)	銀行	銀行本票/支票編號
3.	投標物業	安峯第3座18樓A單位		
	樓價 (HK\$)			



	銀行本票及支票	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 A**
1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金(如招標被賣方接納)。
  2. 樓價 95%餘款在接納書的日期之後 120 天內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付，以較早者為準。
- 支付條款 B**
1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金(如招標被賣方接納)。
  2. 樓價 5% 再期訂金在接納書的日期之後的 120 天內支付。
  3. 樓價 90%餘款在接納書的日期之後的 240 天內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付，以較早者為準。
- 支付條款 C**
1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金(如招標被賣方接納)。
  2. 樓價 5% 再期訂金在接納書的日期之後的 120 天內支付。
  3. 樓價 90%餘款在接納書的日期之後的 240 天內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付，以較早者為準。
- 支付條款 D**
1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金(如招標被賣方接納)；
  2. 樓價 5% 再期訂金在接納書的日期之後的 120 天內支付。
  3. 樓價 90%餘款於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付。

**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	

關於中介人的聲明 (僅於有指明中介人時適用)

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、承諾或陳述向投標者/買方、中介人或任何其他人士負責。投標者/買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

**第5節- 遞交清單**

以上文件連同本招標文件遞交 (詳情見招標公告第 2.8 段) :

1.  招標文件 (沒有附件) 及要約表格已填妥及簽署
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)  個人資料收集聲明(未有填上日期) (附件 2)
  - (3)  買方聲明書(與賣方關係)(未有填上日期) (附件 3)
  - (4)  延長保養欠妥之處的信件(附件 4)
  - (5)  (如適用)提前付清樓價現金回贈的信件(附件 5)

**第6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該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，賣方有權拒絕將該物業出售予投標者。

<b>董事</b>		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		
<b>股東</b>		
	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7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，要約表格須由其董事簽署及蓋上公司印章。)

投標者簽署：

見證人簽署：

X

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. 定義

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**」 指建於測量約份第 3 約地段第 1068 號包括該地段上的住宅項目、停車位及設施（均在該公契（以下定義）中定義）現正或將在該地段上建造，並擬稱為“安峯 (Mount Anderson)”，該物業為其中的一部分。
- 「**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**」 指香港新界荃灣楊屋道 8 號如心廣場 2 座 3304 室。

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款及條件出售該物業，而買方須以樓價並按本臨時合約所載條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》（“**該條例**”）第 8 條給予該詞的涵義；
- (b) 本臨時合約第 11 條及附表第一部(a)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) 本臨時合約第 11 條及附表第一部(b)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為保證金保存人而持有。

5. 如果投標書獲接納：

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。
6. 在賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內，該物業買賣須於辦公時間內，在賣方律師的辦事處完成。
7. 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。
8. 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。
9. 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。
10. 如買方沒有在接納書的日期之後的 5 個工作日內簽立正式合約 :-
- (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；及
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
11. 該物業的量度尺寸見附表第一部。
12. 該物業買賣所包括的裝置、裝修物料及設備見附表第二部(包括其任何附錄)。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
14. 買方已確認收到第 15 條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。
15. 就第 14 條而言，「對買方的警告」內容如下:-
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
**Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.**
  - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
**You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.**
  - (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

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

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

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

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

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

16. 買賣完成後，買方擁有該物業之空置管有權。
17. 凡該物業或第 12 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 6 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，儘快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
18. 買方及賣方將各自支付有關準備、審批、完成、加蓋印花及註冊正式合約及轉讓契之律師費及一切雜費。假若買方選用賣方律師作為買方之代表律師同時處理其購買該物業的所有法律文件，賣方同意為買方支付正式合約及轉讓契兩項法律文件之律師費，但印花稅、註冊費及其他雜費須由買方負責。
19. 有關預備大廈公契及管理合約(「該公契」)的費用及附於該公契之圖則之費用的適當分攤、該物業交易之業權契據及文件認證副本之費用、夾附於正式合約及轉讓契的所有圖則費、印花稅(包括但不限於根據《印花稅條例》(第 117 章)可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)、註冊費及其他實際支出款項一概須由買方負責，並於成交日或之前支付(本臨時合約及正式合約需付的印花稅除外並須按第 20 條支付)。
20. 買方需於接納書的日期之後的第五個工作日內攜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的正本到上述賣方律師或買方自己聘用的律師(視情況而定)的辦事處辦理下列手續: (a) 簽署一份經地政總署法律諮詢及田土轉易處(「地政總署」)批核的正式合約，該合約內容除得地政總署書面批准外，一概不能更改; (b) 根據本臨時合約，於限期前支付應繳付之款項; 及 (c) 支付全部有關本臨時合約及正式合約應付或所招致的印花稅。
21. 時間在任何方面均為本臨時合約的關鍵元素。

22. 買方如更改通訊地址或電話，應以書面通知賣方。
23. 就本臨時合約項下須支付的該物業樓售的每一筆款項（臨時訂金及/或其部分除外）而言，買方須於該款項需被支付當日向賣方律師送達抬頭寫上賣方律師並由本港持牌銀行所發出之銀行本票或蓋有銀行確認可支付之支票。
24. 該物業包含《印花稅條例》(第 117 章) 第 29A(1) 條所註釋之住宅物業及(如適用) 非住宅物業。
25. 本臨時合約取代雙方過往所有之商議、申述、認知及協議。
26. 買方可聘用自己選擇的律師處理其購買該物業買賣的相關事宜，有關律師行之資料，買方可致電香港律師會查詢，電話：2846 0500，或瀏覽其網頁 [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk)。
27.
  - (a) 謹此聲明本臨時合約只屬買方個人所有。除本條第 27(b)條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約；
  - (b) 賣方並不接受買方任何授權人、受託人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何代替之權利)僅有指定之權限只可以買方的名義代買方簽署正式合約。
28. 賣方保留於其認為所需時修改發展項目(包括該物業)建築圖則之權利，但賣方須由建築事務監督就有關影響該物業修改之批准後計 14 天內以書面通知買方。
29. 買方須於正式合約中與賣方作出以下協議：(a) 如正式合約於任何情況被取消，賣方有權保留臨時訂金，及 (b) 該物業之買方除可將該物業用作按揭或抵押外，買方不可在完成買賣交易及簽署該物業之轉讓契之前以任何方式或協議提名任何人接受該物業之轉讓契、轉售該物業或轉讓正式合約之利益。
30. 該物業的轉讓契必須以簽署該物業之正式合約的買方為受益人。
31. 在買方有權取得該物業的管有權前，買方須(a)償還賣方已支付的所有發展項目公用地方或公用部分的水、電及煤氣(如有)按金及(b)繳付予發展項目的管理人或賣方一切根據該公契須付的按金、預繳款項及泥頭清理費。
32. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而本臨時合約基於任何原因被終止，賣方可單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊，有關費用由買方支付。
33. 本臨時合約可於沒有得到任何非本臨時合約一方同意的情況下撤銷，而《合約（第三者權利）條例》（第 623 章）第 6(1)條將不適用於本臨時合約。就該條例第 6(4)條而言，賣方同意在可行的情況下盡快向下列各方就本條款發出通知 –
  - (a) 根據《建築物管理條例》(第 344 章)成立的業主立案法團；
  - (b) 如果沒有業主立案法團，發展項目的管理人；及



- (c) 如果未有委任管理人，在管理人被委任時向管理人發出通知及在業主立案法團成立時向業主立案法團發出通知。
34. 該物業之價在要約表格中列出。賣方保留權利修正樓售、支付條款及該樓售在計算方面之錯誤或遺漏。樓售金額及支付條款以正式合約為準。
35. 若賣方在該物業的權益屬衡平法權益而非法律產業權，買方不得提出反對。
36. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用，如解釋有任何差異出入或爭議，概以英文文本為準。

*[第3部份附表見後頁]  
[第3部分：出售條款完]*

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

**Part I第一部**

**Measurements of the Property**  
**該物業的量度尺寸**

- (1) Unit A on 8 Floor of Tower 2 of Mount Anderson  
安峯第2座8樓A單位
- (a) the saleable area of the Property is 76.289 square metres/ 821 square feet of which  
物業的實用面積為76.289平方米/ 821平方呎，其中 —
- 2.675 square metres/ 29 square feet is the floor area of the balcony;  
2.675平方米/29平方呎為露台的樓面面積；
- 1.505 square metres/16 square feet is the floor area of the utility platform; and  
1.505平方米/16平方呎為工作平台的樓面面積；及
- (b) other measurements are –  
其他量度尺寸為 —
- NIL  
無
- (2) Unit A on 18 Floor of Tower 2 of Mount Anderson  
安峯第2座18樓A單位
- (a) the saleable area of the Property is 76.289 square metres/ 821 square feet of which  
物業的實用面積為76.289平方米/ 821平方呎，其中 —
- 2.675 square metres/ 29 square feet is the floor area of the balcony;  
2.675平方米/29平方呎為露台的樓面面積；
- 1.505 square metres/16 square feet is the floor area of the utility platform; and  
1.505平方米/16平方呎為工作平台的樓面面積；及
- (b) other measurements are –  
其他量度尺寸為 —
- NIL  
無
- (3) Unit A on 18 Floor of Tower 3 of Mount Anderson  
安峯第3座18樓A單位
- (a) the saleable area of the Property is 76.289 square metres/ 821 square feet of which  
物業的實用面積為76.289平方米/ 821平方呎，其中 —

2.675 square metres/ 29 square feet is the floor area of the balcony;

2.675平方米/29平方呎為露台的樓面面積；

1.505 square metres/16 square feet is the floor area of the utility platform; and

1.505平方米/16平方呎為工作平台的樓面面積；及

- (b) other measurements are –  
其他量度尺寸為 –

NIL  
無

## **Part II** **第二部**

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

Mount Anderson - Fittings, Finishes and Appliances

1. Exterior Finished		
	Item	Description
(a)	External wall	Ceramic tiles, aluminium cladding, glass balustrade, metal balustrade, metal grille, metal louvre, paint and natural stone.
(b)	Window	Aluminium window frames fitted with insulated glass unit with low-E coating for all windows in Living Room, Dining Room, Master Bedroom and Bedroom. Aluminium window frames fitted with tinted glass for all windows in Kitchen. Aluminium window frames fitted with tinted fritted glass for all windows in Master Bathroom and Bathroom (if any).
(c)	Bay window	Not applicable.
(d)	Planter	Ceramic tiles and aluminium feature.
(e)	Verandah or Balcony	Balconies are covered and provided with metal framed balustrade with laminated tempered clear glass. Balustrades are fitted with metal top rail for balconies at Tower 1, 2 & 3. Balustrades are fitted with wood composite top rail for balconies at Tower 5. Floors (except Tower 5) are finished with porcelain tiles. Floors at Tower 5 are finished with wood composite deck on pedestal, porcelain tiles underneath. Curb is finished with aluminium cladding and ceramic tiles. Wall is finished with ceramic tiles. Ceiling is finished with paint. No verandah is provided.
(f)	Drying Facilities for Clothing	Not Applicable.
2. Interior Finishes		
	Item	Description
(a)	Lobby	B1/F Carpark Lift Lobby - Wall finished with natural stone, timber veneer and metal. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint is provided.  Fireman's Lift Lobbies at B1/F & G/F - Exposed wall finished with emulsion paint. Floor finished with screeding. Exposed ceiling finished with emulsion paint.
(a)	Lobby	Main Entrance Lobby at G/F - Wall finished with natural stone, timber veneer, metal finish and mirror. Floor finished with natural stone.

		<p>Gypsum board false ceiling finished with emulsion paint and aluminium ceiling panel are provided.</p> <p>Typical Residential Lift Lobby - Wall finished with reconstituted stone, metal, glass and plastic laminate. Floor finished with porcelain tiles. Gypsum board false ceiling finished with emulsion paint is provided.</p> <p>Firemen's Lift Lobby for Typical Residential Floors - Exposed Wall finished with emulsion paint. Floor finished with porcelain tiles. Exposed ceiling finished with emulsion paint.</p>
(b)	Internal wall and Ceiling	<p>Internal wall and ceiling Living Room, Dining Room, Master Bedroom and Bedroom finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.</p>
(c)	Internal Floor	<p>For Tower 1, 2 and 3 - Living Room, Dining Room, Master Bedroom and Bedroom finished with engineered timber flooring and solid timber skirting. Natural stone border along edge of floor adjoining door to Balcony, Utility Platform and Flat Roof.</p> <p>For Tower 5 - Living Room, Dining Room, Master Bedroom and Bedroom finished with polyurethane flooring and solid timber skirting. Natural stone border along edge of floor adjoining door to Balcony, Utility Platform and Flat Roof.</p>
(d)	Bathroom	<p>Wall finished with porcelain tiles to exposed surface and up to false ceiling. Floor finished with porcelain tiles to exposed surface. Door threshold finished with natural stone. Gypsum board with emulsion paint and metal panel false ceilings are provided.</p>
(e)	Kitchen	<p>Wall finished with porcelain tiles and glass (Tower 1 Only) to exposed surface and up to false ceiling. Gypsum board with emulsion paint and metal panel false ceilings are provided. Floor finished with porcelain tiles. Cooking bench countertop is fitted with solid surface material.</p>

3. Interior Fittings		
(a)	Doors	<p>Main Entrance of Residential Properties - Solid core fire rated timber door finished with plastic laminate and fitted with lockset, concealed door closer, door hinges, smoke seal, door stopper and eye viewer.</p> <p>Kitchen For Tower 1, 2 and 3 - Solid core fire rated timber door finished with plastic laminate and fitted with fire rated glass vision panel, door handle, concealed door closer, door hinges, smoke seal and door stopper.</p> <p>Kitchen For Tower 5 - Fire rated laminated glass door with metal frame, door handle, concealed door closer, door hinges, smoke seal and door stopper.</p> <p>Master Bedroom and Bedroom - Hollow core timber door finished with plastic laminate and fitted with lockset, door hinges and door stopper.</p> <p>Master Bathroom and Bathroom - Hollow core timber door finished with plastic laminate and fitted with lockset, door hinges and door stopper for Master Bathroom and Bathroom of all units of Tower 1, 2 and 3 and Master Bathroom of all units of Tower 5. Hollow core timber sliding door finished with plastic laminate fitted with track set and lockset for all Bathrooms of Tower 5.</p> <p>Utility / Store - Hollow core timber door finished with plastic laminate and fitted with lockset, door hinges, door stopper and door handle for the following units: Unit A and F of Tower 2 &amp; 3 Unit A and B of Tower 5 Hollow core timber sliding door finished with plastic laminate fitted with lockset and track set for the following units: Unit A, B, C and D of Tower 1 Unit B, D and E of Tower 2 &amp; 3 Unit C and D of Tower 5</p>

(a)	Doors	<p>Lavatory - Glass sliding door with metal frame fitted with track set and lockset.</p> <p>Balcony - Aluminium framed sliding door with insulated glass unit with low-E coating fitted with lockset.</p> <p>Utility Platform - Aluminium framed sliding door with insulated glass unit with low-E coating fitted with lockset.</p> <p>Flat Roof (1/F of Tower 1, 2 and 3, 2/F of Tower 3 and 5) - Aluminium framed sliding door with insulated glass unit with low-E coating fitted with lockset for the following units: Unit A, B and C at 1/F of Tower 1 Unit A, B, C, D, E and F at 1/F of Tower 2 Unit A, B, C and D at 1/F of Tower 3 Unit E at 2/F of Tower 3 Unit A, B, C and D at 2/F of Tower 5 Aluminium framed glass door with insulated glass unit with low-E coating and lockset for the following units: Unit A, B and D at 1/F of Tower 1 Unit F at 1/F of Tower 2 Unit C and D at 2/F of Tower 5</p> <p>Stairhood at R/F of Tower 1 - Aluminium framed glass door with insulated glass unit with low-E coating with lockset.</p> <p>Flat Roof at R/F of Tower 1, 2 and 3 - Metal gate fitted with lockset.</p>
(b)	Bathroom	<p>Master Bathroom and Bathroom - Timber mirror cabinet and wooden vanity counter with natural stone countertop. Fittings and equipment include vitreous china wash basin with brushed bronze finish basin mixer, vitreous china water closet, glazed titanium-steel bathtub (1500mm(L) x 700mm(W) x 420mm(D))(Except for Unit A and B of Tower 1 and all units of Tower 5), brushed bronze finish bath mixer, metal curtain track, brushed bronze finish towel bar brushed bronzed finished hook and brushed bronze finish toilet paper holder.</p>
(b)	Bathroom	<p>Unit A and B of Tower 1 - Glazed titanium-steel bathtub (1500mm(L) x 700mm(W)x 450mm(D)).</p> <p>Master Bathroom of Tower 5 -</p>

		<p>Glazed titanium-steel bathtub with hand grip (1500mm(L) x 700mm(W) x 420mm(D)).</p> <p>Bathroom of Tower 5 - Shower cubicle with tempered glass partition.</p> <p>Copper pipes are used for cold and hot water supply system. uPVC pipes are used for flushing water supply system. For appliances provision, please refer to the "Appliances Schedule".</p>
(c)	Kitchen	<p>Kitchen - Stainless steel sink with chrome plated sink mixer. Copper pipes are used for cold and hot water supply system.</p> <p>Tower 1 - Fitted with wooden kitchen cabinet with high gloss lacquer finished door panel, plastic laminate carcass and solid surface material countertop.</p> <p>Tower 2 and 3 - Fitted with wooden kitchen cabinet with acrylic finished door panel, plastic laminate carcass and solid surface material countertop.</p> <p>Tower 5 - Fitted with aluminium frame and glass finish cabinet with acrylic finished door, plastic laminate finished carcass and solid surface material countertop.</p> <p>For appliances provision, please refer to the "Appliances Schedule".</p>
(d)	Bedroom	Not Applicable.
(e)	Telephone	<p>Telephone outlets are provided.</p> <p>For location and number of outlets, please refer to the "Schedule of Mechanical &amp; Electrical Provisions of Residential Properties".</p>
(f)	Aerials	<p>TV outlets for local TV programs are provided.</p> <p>For location and number of outlets, please refer to the "Schedule of Mechanical &amp; Electrical Provisions of Residential Properties".</p>
(g)	Electrical Installations	<p>Single phase or three phases electricity supply with miniature circuit breakers distribution board are provided for residential units.</p> <p>Conduit wiring concealed in walls or enclosed in false ceiling or bulkhead for lightings and power points are provided.</p> <p>Home automation system is provided for all residential units.</p> <p>For location and number of power points and air conditioner points, please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties".</p>
(h)	Gas Supply	Individual gas meter is provided at all residential units Kitchen.



		Gas supply pipes are installed and connected to gas cooker and gas water heater. For location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties".
(i)	Washing Machine Connection Point	Water point and drain point are provided for washer dryer machine. For location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties".
(j)	Water Supply	Water pipes are partly concealed and partly exposed. Exposed water pipes are enclosed by false ceiling, bulkhead and cabinet or running on external walls. Copper pipes are used for both cold and hot water supply system. uPVC pipes are used for flushing water supply system. Hot water supply is available in Bathroom, Master Bathroom, Lavatory and Kitchen.

#### 4. Miscellaneous

(a)	Lifts	12 nos. of "Mitsubishi" lifts are provided at residential towers.			
		Tower	Model Number	Lift No.	Floor Served
		1	NexWay-S	L1, L2 and L3	B1/F, G/F, 1/F-3/F, 5/F-12/F and 15/F-22/F
		2	NexWay-S	L4, L5 and L6	B1/F, G/F, 1/F-3/F, 5/F-12/F and 15/F-22/F
		3	NexWay-S	L7, L8 and L9	B1/F, G/F, 1/F-3/F, 5/F-12/F and 15/F-22/F
		5	Elenessa	L10 and L11	B1/F, G/F, 1/F-3/F and 5/F-10/F
	Elenessa	L12	B1/F, G/F, 1/F-3/F, 5/F-10/F and R/F		
(b)	Letter Box	Stainless steel letter box is provided.			
(c)	Refuse Collection	Refuse storage and material recovery room is provided in the common area of each residential floor. Central refuse storage and material recovery chamber is provided on B1/F for collection and removal of refuse by cleaners.			
(d)	Water Meter, Electricity Meter and Gas Meter	Separate water meters for individual residential units are provided in the Water Meter Cabinet on each residential floor. Separate electricity meters for individual residential units are provided in the Electric Meter Cabinet or Room on each residential floor. Separate gas meters are provided in the Kitchen of each individual residential unit.			

#### 5. Security Facilities

Video door phone is provided for all residential unit and connected to Guard Room near main entrance on G/F.

Octopus card readers and QR code readers for access control are provided at all entrance of the Development, main entrance of each tower on G/F, carpark lift lobbies and clubhouse entrance. CCTV system is provided at entrance of the Development, main entrance of each tower on G/F, major passages, landscape area, clubhouse, carpark lift lobbies and inside lift cars and linked to the central security console. Vehicular control system is provided at vehicular entrance.

#### 6. Appliances

As set out in the 'Appliances Schedule'.

The vendor undertakes that if lifts or appliances of the specified brand name or model are not installed in the Development, lifts or appliances of comparable quality will be installed.

## 安峯 - 裝置、裝修及設備

1. 外部裝修物料		
	細項	描述
(a)	外牆	瓷磚、鋁飾板、玻璃欄杆、金屬欄杆、金屬梳子、金屬百葉、油漆及天然石材。
(b)	窗	客廳、飯廳、主人睡房及睡房之窗戶選用鋁窗框配雙層中空玻璃配低輻射鍍膜。廚房窗選用鋁窗框鑲有色玻璃。 主人浴室及浴室窗(如有)選用鋁窗框鑲半彩釉有色玻璃。
(c)	窗台	不適用。
(d)	花槽	瓷磚及鋁裝飾。
(e)	陽台或露台	露台有蓋並裝設金屬框鑲夾層鋼化清玻璃的欄杆。 第 1、2 及 3 座之露台欄杆設金屬頂欄。 第 5 座之露台欄杆設合成木頂欄。 地台(除第 5 座外)鋪以瓷磚。 第 5 座地台鋪有合成木甲板，底下鋪有瓷磚。 圍邊鋪砌鋁飾板及瓷磚。 牆身鋪以瓷磚。 天花髹油漆。 沒有陽台。
(f)	乾衣設施	不適用。
2. 室內裝修物料		
	細項	描述
(a)	大堂	<b>地庫 1 樓停車場升降機大堂 -</b> 牆身鋪砌天然石材、木飾面及金屬。 地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆。  <b>地庫 1 樓及地下之消防員升降機大堂 -</b> 外露牆身髹乳膠漆。 地台鋪批盪。 天花外露部份髹乳膠漆。  <b>地下入口大堂 -</b> 牆身鋪砌天然石材、木飾面、金屬面及鏡面。 地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆及鋁天花板。 <b>標準住宅升降機大堂 -</b> 牆身鋪砌人造石材、金屬、玻璃及膠板。地台鋪砌瓷磚。 裝設石膏板假天花髹乳膠漆。  <b>標準住宅樓層之消防員升降機大堂</b>

		<p>外露牆身髹乳膠漆。</p> <p>地台鋪砌瓷磚。</p> <p>天花外露部份髹乳膠漆。</p>
(b)	內牆及天花板	<p><b>內牆及天花板</b></p> <p>客廳、飯廳、主人睡房及睡房外露部分髹乳膠漆及裝設石膏板假陣髹乳膠漆。</p>
(c)	內部地板	<p><b>第1、2及3座 -</b></p> <p>客廳、飯廳、主人睡房及睡房地台鋪砌複合木地板及實心木牆腳線。</p> <p>連接露台、工作平台及平台門戶之室內地台圍邊部分鋪砌天然石材。</p> <p><b>第5座 -</b></p> <p>客廳、飯廳、主人睡房及睡房地台鋪砌聚氨酯地板及實心木牆腳線。</p> <p>連接露台、工作平台及平台門戶之室內地台圍邊部分鋪砌天然石材。</p>
(d)	浴室	<p>外露牆身鋪砌瓷磚至假天花。外露地台鋪砌瓷磚。</p> <p>門檻鋪砌天然石材。</p> <p>裝設石膏板髹乳膠漆及金屬板假天花。</p>
(e)	廚房	<p>外露牆身鋪砌瓷磚及玻璃(只限第1座)至假天花。裝設石膏板髹乳膠漆及金屬板假天花。</p> <p>地台鋪砌瓷磚。</p> <p>灶台面為實心面板材料。</p>
<b>3. 室內裝置</b>		
(a)	門	<p>住宅單位大門 -</p> <p>膠板飾面實心防火木門，裝設門鎖、隱藏氣鼓、門鉸、防煙條、門擋及防盜眼。</p> <p>第1、2及3座廚房 -</p> <p>膠板飾面實心防火木門，裝設防火玻璃視窗、把手、隱藏氣鼓、門鉸、防煙條及門擋。</p> <p>第5座廚房 -</p> <p>金屬框防火夾層玻璃門，裝設把手、隱藏氣鼓、門鉸、防煙條及門擋。</p> <p>主人睡房及睡房 -</p> <p>膠板飾面空心木門，裝設門鎖、門鉸及門擋。</p>

(a)	門	<p>主人浴室及浴室 -</p> <p>以下單位之浴室選用膠板飾面空心木門，裝設門鎖、門鉸及門擋： 第1、2及3座所有單位之主人浴室和浴室及第5座之主入浴室。 第5座之浴室配以膠板飾面之空心木趟門，並裝設路軌及門鎖。</p> <p>工作間 / 儲物室 -</p> <p>以下單位選用膠板飾面空心木門，裝設門鎖、門鉸、門擋及把手 第2及3座單位A及F 第5座單位A及B</p> <p>以下單位配以膠板飾面之空心木趟門，並裝設門鎖及路軌： 第1座單位 A、B、C及D 第2及3座單位B、D及E 第5座單位C及D</p> <p>洗手間 -</p> <p>玻璃趟門配金屬框，並裝設路軌及門鎖。</p> <p>露台 -</p> <p>鋁框趟門配雙層中空玻璃 配低輻射鍍膜，裝設門鎖。</p> <p>工作平台 -</p> <p>鋁框趟門配雙層中空玻璃配低輻射鍍膜，裝設門鎖。</p> <p>平台(第1、2及3座1樓，第3及5座2樓) -</p> <p>以下單位選用鋁框趟門配雙層中空玻璃配低輻射鍍膜，裝設門鎖： 第1座1樓單位A、B 及C 第2座1樓單位A、B、C、D、E及F 第3座1樓單位 A、B、C 及D 第3座2樓單位E 第5座2樓單位A、B、C及D</p> <p>以下單位選用鋁框玻璃門配雙層中空玻璃配低輻射鍍膜，裝設門鎖： 第1座1樓單位A、B 及D 第2座1樓單位F 第5座2樓單位C及D</p>
(a)	門	<p>第1座天台梯屋 -</p> <p>鋁框玻璃門配 雙層中空玻璃 配低輻射鍍膜，裝設門鎖。</p> <p>第1、2及3座於天台平台 -</p> <p>金屬閘，裝設門鎖。</p>

(b)	浴室	
	浴室	<p>主人浴室及浴室 -</p> <p>裝設木鏡櫃、配天然石檯面木儲物櫃。</p> <p>裝置及設備包括搪 瓷洗手盆配拉絲古銅飾面洗手盆水龍頭、搪瓷坐廁、釉面鈦鋼浴缸(1500毫米(長) X 700毫米(闊) X 420毫米(深))(第1座單位A及B及第5座所有單位除外)、拉絲古銅飾面浴缸水龍頭、金屬浴簾軌、拉絲古銅飾面毛巾架、拉絲古銅飾面掛鈎及拉絲古銅飾面廁紙架。</p> <p>第1座單位A及B -</p> <p>釉面鈦鋼浴缸(1500毫米(長) X 700毫米(闊) X 450毫米(深))。</p> <p>第5座主人浴室 -</p> <p>釉面鈦鋼浴缸連扶手(1500毫米(長) X 700毫米(闊) X 420毫米(深))。</p> <p>第5座浴室 -</p> <p>淋浴空間採用強化玻璃間隔牆。</p> <p>冷熱水供水系統採用銅喉管。</p> <p>沖廁供水系統採用膠喉。</p> <p>有關供應之設備,請參閱「設備說明表」。</p>
(c)	廚房	<p>廚房 -</p> <p>不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。冷熱水供水系統採用銅喉管。</p> <p>第1座 -</p> <p>木製廚櫃組合配高光漆飾面門板, 膠板飾面櫃身及實心面板材料枱面。</p> <p>第2及3座 -</p> <p>木製廚櫃組合配亞克力飾面門板, 膠板飾面 櫃身及實心面板材料枱面。</p>
(c)	廚房	<p>第5座 -</p> <p>鋁框及玻璃飾面廚櫃組合配亞克力飾面門板膠板飾面櫃身及實心面板材料枱面。有關供應之設備, 請參閱「設備說明表」。</p>
(d)	睡房	沒有裝置。
(e)	電話	<p>裝設有電話插座。</p> <p>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」。</p>
(f)	天線	<p>裝設有本地電視節目的電視接收插座。</p> <p>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」。</p>
(g)	電力裝置	<p>住宅單位提供單相或三相電力配電箱並裝有微型斷路器。照明及電插座之導管暗藏於牆身或置於假天花或假陣內。每住宅單位設有家居自動化系統。</p> <p>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</p>

		數量說明表」。
(h)	氣體供應	每住宅單位獨立煤氣錶接駁點設於廚房。煤氣喉接駁至煤氣煮食爐及煤氣熱水爐。 有關接駁點的位置，請參閱「住宅物業機電裝置數量說明表」。
(i)	洗衣機接駁點	洗衣乾衣機設有來水及去水接駁點。 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	水管部份隱藏及部分外露。外露水管被假天花、假陣及櫃掩蓋，或置於外牆身。 冷熱水供水系統採用銅喉管。 沖廁供水系統採用膠喉管。 於浴室、主人浴室、洗手間及廚房有熱水供應。

#### 4. 雜項

	細項	描述																							
(a)	升降機	住宅大樓設有12部「三菱」升降機。																							
		<table border="1"> <thead> <tr> <th>座數</th> <th>型號</th> <th>升降機編號</th> <th>所到樓層</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>NexWay-S</td> <td>L1、L2及L3</td> <td>地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓</td> </tr> <tr> <td>2</td> <td>NexWay-S</td> <td>L4、L5及L6</td> <td>地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓</td> </tr> <tr> <td>3</td> <td>NexWay-S</td> <td>L7、L8及L9</td> <td>地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓</td> </tr> <tr> <td rowspan="2">5</td> <td>Elenessa</td> <td>L10及L11</td> <td>地庫1樓、地下、1樓至3樓及5樓至10樓</td> </tr> <tr> <td>Elenessa</td> <td>L12</td> <td>地庫1樓、地下、1樓至3樓及5樓至10樓及天台樓層</td> </tr> </tbody> </table>	座數	型號	升降機編號	所到樓層	1	NexWay-S	L1、L2及L3	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓	2	NexWay-S	L4、L5及L6	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓	3	NexWay-S	L7、L8及L9	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓	5	Elenessa	L10及L11	地庫1樓、地下、1樓至3樓及5樓至10樓	Elenessa	L12	地庫1樓、地下、1樓至3樓及5樓至10樓及天台樓層
		座數	型號	升降機編號	所到樓層																				
		1	NexWay-S	L1、L2及L3	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓																				
		2	NexWay-S	L4、L5及L6	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓																				
		3	NexWay-S	L7、L8及L9	地庫1樓、地下、1樓至3樓、5樓至12樓及15樓至22樓																				
5	Elenessa	L10及L11	地庫1樓、地下、1樓至3樓及5樓至10樓																						
	Elenessa	L12	地庫1樓、地下、1樓至3樓及5樓至10樓及天台樓層																						
(b)	信箱	設置不銹鋼智能信箱。																							
(c)	垃圾收集	垃圾及物料回收房位於大廈每層住宅樓層之公用地方，並由清潔工人收集及運送到地庫1樓之中央垃圾及物料回收房處理及運走。																							
(d)	水錶、電錶及氣體錶	每戶住宅單位之獨立水錶安裝於大廈每層住宅樓層之水錶櫃內。每戶住宅單位之獨立電錶安裝於大廈每層住宅樓層之電錶櫃或房內。每戶住宅之廚房內安裝獨立煤氣錶。																							

#### 5. 保安設施

所有住宅單位均裝設視像對講機接駁到地下入口大堂附近的保安室。

發展項目的各入口、每座大廈地下主入口、停車場升降機大堂及會所入口均裝有八達通讀卡器及二維碼掃描器。

發展項目的入口、每座大廈的地下主入口、主要通道、園景區、會所、停車場升降機大堂及升降機內均裝設閉路電視接駁到中央保安人員辦事處。

車道入口設有出入控制系統。

6. 設備
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於「設備說明表」列出。
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賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。



Tower 1 - Appliances Schedule 第1座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位																							
				1/F 1樓				2/F - 3/F, 5/F - 12/F and 15/F - 21/F 2樓至3樓、5樓至12樓及15樓至21樓				22/F 22樓				R/F 天台											
				A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D								
Living Room / Dining Room, Master Bedroom and Bedroom, Corridor / Corridor 1 / Corridor 2 客廳 / 飯廳、主人睡房及睡房、 走廊 / 走廊 1 / 走廊 2	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
			S-45MK2E5A	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	VRF Type Air-conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Panasonic 樂聲牌	U-8LE1H7	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	-	-	-	-	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Living Room / Dining Room 客廳 / 飯廳	Mesh WiFi Router Mesh WiFi 路由器	Netgear	MS60	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	7" Indoor Video Doorphone7" 室內視像對講系統	Akuvox	C315W	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Bathroom 浴室	Exhaust Fan 抽氣扇	Gelec	BPT15-44J80	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	-	-	-	-	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE3H2	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Master Bathroom 主人浴室	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TRJW162TFQL	-	-	-	-	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	RJW200SFL	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-		
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	-	-	-	-	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Kitchen 廚房	Gas hob (Wok burner) 炒鑊氣體煮食爐	Miele	CS1018G	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Gas hob (2-burners) 雙頭氣體煮食爐	Miele	CS1013-1	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Induction Hob 電磁爐	Miele	CS1212-1i	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Wall Mounted Cooker Hood 掛牆式抽油煙機	Miele	PUR98W	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Refrigerator 雪櫃	Siemens 西門子	KI86NAF31K	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Fully Integrated Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子	WK14D321HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Built-in Steam Combination Oven 嵌入式蒸焗爐	Miele	DGC7440	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	StiebelEltron 斯寶亞創	DHM 6	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Exhaust Fan 抽氣扇	Gelec	BPT20-531130	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	-	-	-	-	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-	
Mesh WiFi Router Mesh WiFi 路由器	Netgear	MR60	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-	

備註:

1. 上表"-代表"不適用".
2. 不設4樓、13樓及14樓。

Notes:

1. The symbol "-" as shown in the above table denotes "Not Applicable".
2. 4/F, 13/F and 14/F are omitted.

Tower 1 - Appliances Schedule 第1座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位															
				1/F 1樓				2/F - 3/F, 5/F - 12/F and 15/F - 21/F 2樓至3樓、5樓至12樓及15樓至21樓				22/F 22樓				R/F 天台			
				A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
Utility 工作間	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Lavatory 洗手間	Exhaust Fan 抽氣扇	Gelec	BPT15-44J80	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
Staircase 樓梯	Instantaneous Type Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 21 Si	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-
	Split Type Air-conditioner (Indoor Unit) 分體式空調機 (室內機)	Panasonic 樂聲牌	CS-E9VKA	-	-	-	-	-	-	-	-	-	-	-	-	√	√	√	√
Flat Roof 平台	Split Type Air-conditioner (Outdoor Unit) 分體式空調機 (室外機)	Panasonic 樂聲牌	CU-E9VKA	-	-	-	-	-	-	-	-	-	-	-	-	√	√	√	√
	Motion Sensor 動態感應器	Orvibo	SN11	√	√	√	√	√	√	√	√	√	√	√	√	-	-	-	-

Notes:

1. The symbol "-" as shown in the above table denotes "Not Applicable".
2. 4/F, 13/F and 14/F are omitted.

備註:

1. 上表"-",代表"不適用".
2. 不設4樓、13樓及14樓。

Tower 2 - Appliances Schedule 第2座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位																							
				1/F 1樓						2/F - 3/F, 5/F - 12/F and 15/F - 21/F 2樓至3樓、5樓至12樓及15樓至21樓						22/F 22樓											
				A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F						
Living Room / Dining Room, Master Bedroom and Bedroom, Corridor 客廳 / 飯廳、主人睡房及睡房、 走廊	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	-	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-					
			S-45MK2E5A	√	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-						
	Split Type Air-conditioner (Indoor Unit) 分體式空調機 (室內機)	Panasonic 樂聲牌	CS-E9VKA	-	√	-	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-				
			CS-E12VKA	-	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-						
	VRF Type Air-conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Panasonic 樂聲牌	U-8LE1H7	√	-	-	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-				
			CU-E9VKA	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-			
Bathroom 浴室	Split Type Air-conditioner (Outdoor Unit) 分體式空調機 (室外機)	Panasonic 樂聲牌	CU-E12VKA	-	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
			CU-E18VKA	-	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-						
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	M560	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
	Exhaust Fan 抽氣扇	Gelec	BPT15-44J80	√	√	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-					
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE3H2	-	-	√	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-					
Master Bathroom 主人浴室	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TRJW162TFQL	-	-	√	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-					
	Water Leakage Detection Sensor 漏水感應器	Orvibo	RJW200SFL	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE3H2	√	√	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-					
Living Room / Dining Room 客廳 / 飯廳	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TRJW222TFQL	-	-	-	-	-	-	-	√	-	-	-	-	-	√	-	-	-	-	-					
	Water Leakage Detection Sensor 漏水感應器	Orvibo	RJW200SFL	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	-	-	-	-	-	√	-	-	-	-	-					

備註:

1. 上表“-”代表“不適用”。
2. 不設4樓、13樓及14樓。

Notes:

1. The symbol "-" as shown in the above table denotes "Not Applicable".
2. 4/F, 13/F and 14/F are omitted.

Tower 2 - Appliances Schedule 第2座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位																					
				1/F 1樓						2/F - 3/F, 5/F - 12/F and 15/F - 21/F 2樓至3樓、5樓至12樓及15樓至21樓						22/F 22樓									
				A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F				
Kitchen 廚房	Built-in Single Wok Gas Burner 嵌入式煤氣單頭煮食爐	Gorenje	GCW311K-HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Double Gas Burner 嵌入式煤氣雙頭煮食爐	Gorenje	GC321K-HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Induction Hob 電磁爐	Gorenje	IT321BSC	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-
	Wall Mounted Chimney Hood 掛牆煙囪式抽油煙機	Gorenje	WHT943A2XBG	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Refrigerator 雪櫃	Siemens 西門子	KG28US12EK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Fully Integrated Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子	WK14D321HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Steam Oven 嵌入式蒸焗爐	Gorenje	BCS598S24X	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHM 6	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Exhaust Fan 抽氣扇	Gelec	BPT20-531130	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	MR60	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-
	Split Type Air-conditioner (Indoor Unit) 分體式空調機 (室內機)	Panasonic 樂聲牌	CS-E9VKA	-	-	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	-	-
Split Type Air-conditioner (Outdoor Unit) 分體式空調機 (室外機)	Panasonic 樂聲牌	CU-E9VKA	-	-	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	-	-	
Split Type Air-conditioner (Indoor Unit) 分體式空調機 (室內機)	Panasonic 樂聲牌	CS-E9VKA	-	√	-	-	-	-	-	√	-	√	-	-	-	-	-	√	-	√	-	-	-	√	
Split Type Air-conditioner (Outdoor Unit) 分體式空調機 (室外機)	Panasonic 樂聲牌	CU-E9VKA	-	√	-	-	-	-	-	√	-	√	-	-	-	-	-	√	-	√	-	-	-	√	
Exhaust Fan 抽氣扇	Gelec	BPT15-44J80	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-	
Instantaneous Type Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 21 Si	√	-	-	-	-	-	-	-	√	-	-	-	-	-	-	-	√	-	-	-	-	-	
Motion Sensor 動態感應器	Orvibo	SN11	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	

備註:

1. 上表“-”代表“不適用”。
2. 不設4樓、13樓及14樓。

**Notes:**

1. The symbol "-" as shown in the above table denotes "Not Applicable".
2. 4/F, 13/F and 14/F are omitted.

Tower 3 - Appliances Schedule 第3座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位																										
				1/F 1樓						2/F 2樓						3/F, 5/F - 12/F and 15/F - 21/F 3樓、5樓至12樓及15樓至21樓						22/F 22樓								
				A	B	C	D	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Living Room / Dining Room, Master Bedroom and Bedroom, Corridor 客廳 / 飯廳、主人睡房及睡房、 走廊	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
			S-45MK2E5A	√	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Split Type Air-conditioner (Indoor Unit) 分體式空調機 (室內機)	Panasonic 樂聲牌	CS-E9VKA	-	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			CS-E12VKA	-	√	√	√	-	-	-	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			CS-E18VKA	-	√	√	√	-	-	-	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bathroom 浴室	VRF Type Air-conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Panasonic 樂聲牌	U-8LE1H7	√	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
			CU-E9VKA	-	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Split Type Air-conditioner (Outdoor Unit) 分體式空調機 (室外機)	Panasonic 樂聲牌	CU-E12VKA	-	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			CU-E18VKA	-	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			SM11	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Master Bathroom 主人浴室	Window/Door Contact 門窗防盜開關感應器	Orvibo	MS60	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
			BPT15-44J80	√	√	-	-	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Exhaust Fan 抽氣扇	Panasonic 樂聲牌	FV-40BE3H2	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			TRJW162TFQL	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			RJW200SFL	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Living Room / Dining Room 客廳 / 飯廳	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
			SM11	√	√	√	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Window/Door Contact 門窗防盜開關感應器	Panasonic 樂聲牌	FV-40BE3H2	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			TRJW222TFQL	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			RJW200SFL	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7" Indoor Video Doorphone7" 室內視像對講系統	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
			SM11	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Window/Door Contact 門窗防盜開關感應器	Orvibo	FV-40BE3H2	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			TRJW222TFQL	-	-	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			RJW200SFL	√	√	-	-	√	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

備註:

1. 上表 "- "代表"不適用"。
2. 不設4樓、13樓及14樓。

Notes:

1. The symbol "- " as shown in the above table denotes "Not Applicable".
2. 4/F, 13/F and 14/F are omitted.



Tower 5 - Appliances Schedule 第5座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位											
				2/F 2樓				3/F and 5/F - 10/F 3樓及5樓至10樓							
				A	B	C	D	A	B	C	D				
Living Room / Dining Room, Master Bedroom and Bedroom, Corridor 客廳 / 飯廳、主人睡房及睡房、 走廊	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	S-28MK2E5A	√	√	√	√	√	√	√	√	√	√	√	√
	VRF Type Air-conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Panasonic 樂聲牌	S-45MK2E5A	√	√	√	√	√	√	√	√	√	√	√	√
	Window/Door Contact 門窗防盜開關感應器	Orvibo	U-8LE1H7	-	-	√	√	-	-	√	√	-	-	√	√
	Emergency Button 緊急警報按鈕	Orvibo	U-4LE2H7	√	√	-	-	√	√	-	-	√	√	-	-
Living Room / Dining Room 客廳 / 飯廳	Motion Sensor 動態感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	√	√	√	√
	Mesh WiFi Router Mesh WiFi 路由器	Orvibo	SE30	√	√	√	√	√	√	√	√	√	√	√	√
	Indoor IP Camera 網絡攝錄機	Netgear	SN11	√	√	√	√	√	√	√	√	√	√	√	√
	Thermo Ventilator 換氣暖氣機	Akuvox	MS60	√	√	√	√	√	√	√	√	√	√	√	√
Bathroom 浴室	7" Indoor Video Doorphone7" 室內視像對講系統	Dahua	C315W	√	√	√	√	√	√	√	√	√	√	√	√
	Water Leakage Detection Sensor 漏水感應器	Panasonic 樂聲牌	DH-IPC-HDBW3241F-AS-M	√	√	√	√	√	√	√	√	√	√	√	√
	Window/Door Contact 門窗防盜開關感應器	Orvibo	FV-40BE3H2	√	√	√	√	√	√	√	√	√	√	√	√
	Emergency Button 緊急警報按鈕	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√
Master Bathroom 主人浴室	Thermo Ventilator 換氣暖氣機	Orvibo	SE30	√	√	√	√	√	√	√	√	√	√	√	√
	Gas Water Heater 煤氣熱水爐	Panasonic 樂聲牌	FV-40BE3H2	√	√	√	√	√	√	√	√	√	√	√	√
	Water Leakage Detection Sensor 漏水感應器	TGC 煤氣公司	TRIW222TFQL	-	-	√	√	-	-	√	√	-	-	√	√
	Window/Door Contact 門窗防盜開關感應器	Orvibo	RJW200SFL	√	√	-	-	√	√	-	-	√	√	-	-

## Notes:

- 備註:
1. The symbol "-" as shown in the above table denotes "Not Applicable".
  2. 4/F is omitted.

Tower 5 - Appliances Schedule 第5座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位													
				2/F 2樓						3/F and 5/F - 10/F 3樓及5樓至10樓							
				A	B	C	D	A	B	C	D	A	B	C	D		
Kitchen 廚房	Built-in Single Wok Gas Burner 嵌入式煤氣單頭煮食爐	Gorenje	GCW311K-HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Double Gas Burner 嵌入式煤氣雙頭煮食爐	Gorenje	GC321K-HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Induction Hob 電磁爐	Gorenje	IT321BSC	-	-	√	√	-	-	√	√	-	-	√	√	√	√
	Wall Mounted Chimney Hood 掛牆煙囪式抽油煙機	Gorenje	WHT943A2XBG	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Refrigerator 雪櫃	Siemens 西門子	KG28US12EK	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Fully Integrated Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子	WK14D321HK	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Built-in Steam Oven 嵌入式蒸焗爐	Gorenje	BCS598S24X	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHM 6	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Exhaust Fan 抽氣扇	Gelec	BPT20-53J130	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Window/Door Contact 門窗防盜開關感應器	Orvibo	SM11	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Smoke Sensor 煙霧感應器	Orvibo	SF30	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	MR60	√	√	√	√	√	√	√	√	√	√	√	√	√	√
	Utility 工作間	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	-	-	√	√	-	-	√	√	-	-	√	√	√	√
	Store Room 儲物室	VRF Type Air-conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Panasonic 樂聲牌	√	√	-	-	√	√	-	-	√	√	-	-	√	√
Lavatory 洗手間	Exhaust Fan 抽氣扇	Gelec	-	-	√	√	-	-	√	√	-	-	√	√	√	√	
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 21 Si	-	-	√	√	-	-	√	√	-	-	√	√	√	

**Notes:**

1. The symbol "-" as shown in the above table denotes "Not Applicable".
2. 4/F is omitted.

備註:

1. 上表 "-" 代表 "不適用".
2. 不設4樓。



*[End of Schedule to the Conditions of Sale]*  
*[出售條款的附表完]*

*[End of Tender Document]*  
*[招標文件完]*

## 附件

### Annex

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

*(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. 個人資料收集聲明 #  
Personal Information Collection Statement #
3. 買方聲明書(與賣方關係) #  
Declaration of the Purchaser (relationship with Vendor) #
4. 延長保養欠妥之處的信件#  
Extended Defect Maintenance Letter#
5. (如適用)提前付清樓價現金回贈的信件#  
(If applicable) Early Settlement Cash Rebate Letter#

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

由FROM : 穎顯有限公司 (「賣方」)  
Clever Like Limited ("the Vendor")  
致TO : [ ]  
(「買方」) ("the Purchaser(s)")  
發展項目 : 安峯  
Development Mount Anderson  
該物業 : 安峯第[ ]座[ ]樓[ ]單位  
Property Unit [ ] on [ ] Floor of Tower [ ] of Mount Anderson

- (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(s)

姓名 Name(s) :

日期 Date :

## 附件 2

### 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、恐怖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、恐怖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；
  - (j) 閣下物業交易涉及的任何人士;及
  - (k) 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 [dpo@chinachemgroup.com](mailto:dpo@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。

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。

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。

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： \_\_\_\_\_

## **Annex 2**

### **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;
  - (j) any person involved in your property transaction; and
  - (k) 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.**

**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.**

**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:** \_\_\_\_\_

**TENDERER MUST  
COMPLETE THIS  
PAGE**

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.**

**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 3**  
**Annex 3**

**買方聲明 Declaration of the Purchaser**

致 : 穎顯有限公司(「賣方」)  
**TO Clever Like Limited("the Vendor")**  
 由FROM : [ ]  
 (「買方」)("the Purchaser(s)")  
 發展項目 : 安峯Mount Anderson  
**Development**  
 該物業 : 安峯第[ ]座[ ]樓[ ]單位  
**Property Unit [ ] on [ ] Floor of Tower [ ] of Mount Anderson**

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/吾等是穎顯有限公司的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of Clever Like Limited .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
2. 本人/吾等是穎顯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 Clever Like Limited.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
3. 本人/吾等是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
4. 本人/吾等是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 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 <sup>4</sup> 下本人/吾等是穎顯有限公司的有關連人士。 I confirm that I am a related party to Clever Like Limited for the purpose of the Ordinance <sup>4</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	

如買方為法團 :-

If the Purchaser is a corporation:-

1. 本法團是穎顯有限公司的董事。 We are a director of Clever Like Limited.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 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 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事。 We are a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 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 <sup>2</sup> / 控權公司 <sup>3</sup> 。 We are an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
4. 本法團是穎顯有限公司的董事/經理 <sup>1</sup> 或該董事/經理 <sup>1</sup> 的父母、配偶、子女，屬於本法團作為私人公司 <sup>5</sup> 的董事或股東。 We are a private company <sup>5</sup> of which the manager <sup>1</sup> or director of Clever Like Limited or a parent/spouse/child of such director is our director or shareholder.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 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 <sup>4</sup> 下本法團是穎顯有限公司的有關連人士。 We confirm that we are a related party to Clever Like Limited for the purpose of the Ordinance <sup>4</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	

NOTE 備註：

<sup>1</sup>經理 (manager) 就公司而言一

- (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；

<sup>1</sup>**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).

<sup>2</sup>「有聯繫法團」指「穎顯有限公司」的附屬公司、「華懋物業控股有限公司」的附屬公司或「參明有限公司」的附屬公司。

<sup>2</sup>"Associate corporation" means a subsidiary of Clever Like Limited, a subsidiary of Chinachem Properties Holding Company Limited or a subsidiary of Chime Corporation Limited..

<sup>3</sup>「控權公司」即指「華懋物業控股有限公司」或「參明有限公司」。

<sup>3</sup>"holding company" means Chinachem Properties Holding Company Limited or Chime Corporation Limited .

<sup>4</sup>「該條例」是指『「一手住宅物業銷售條例」(第 621 章)』。

<sup>4</sup>"The Ordinance" means the "Residential Properties (First-hand Sales) Ordinance (Cap.621)".

<sup>5</sup>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。

<sup>5</sup>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.

I/We hereby declare that the above information is accurate and complete.

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 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.

本人/吾等/本法團茲進一步承諾如本人/吾等/本法團在簽立上述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。

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買方簽署 Signature(s) of the Purchaser(s)

姓名 Name(s) :

日期 Date :

**附件 4**  
**Annex 4**

**TENDERER MUST COMPLETE  
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**Extended Defect Maintenance Letter**  
**延長保養欠妥之處的信件**

**From** : **Clever Like Limited ("the Vendor")**  
**由** 穎顯有限公司 (「賣方」)

**To** : [ ]  
**致** ("the Purchaser(s)) (「買方」)

**Development** : **Mount Anderson**  
**發展項目** 安峯

**Property** : **Unit [ ] on [ ] Floor of Tower [ ] of Mount Anderson**  
**該物業** 安峯第[ ]座[ ]樓[ ]單位

**Date** :  
**日期**

We refer to your purchase of the Property.  
本函是有關閣下購買該物業之事宜。

Subject to and conditional upon your completion of the purchase of the Property directly from the Vendor in all aspects in accordance and in compliance with the Preliminary Agreement for Sale and Purchase (the "PASP") of the Property and its subsequent Agreement for Sale and Purchase (the "ASP") between you and the Vendor and becoming the registered owner of the Property, the Vendor is prepared to, but not in derogation from your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 2 years from the date of the certificate of compliance of the Development or consent to assign in respect of the relevant part of the Development in which the Property forms part (the "Time Limit"), whichever is earlier, remedy any defects to the Property or the fittings, finishes and appliances therein as set out in the ASP (the "FFA") (caused otherwise than by any act or neglect of you or your agent, contractor or the resident, occupier or visitor of the Property), provided that:

在閣下按照閣下與賣方簽訂之臨時買賣合約(「臨時合約」)及其後之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從賣方買入該物業及成為該物業之註冊業主為前提下，賣方將在不減損閣下於正式合約下之權利下當收到閣下由發展項目滿意紙(或包括該物業之有關發展項目部份之轉讓同意書)的日期起計的 2 年內(以較早者計)(「時限」)所提交的書面通知後，在合理地切實可行的範圍內盡快自費就該物業或正式合約所列的該物業內的裝置、裝修物料及設備(統稱「該裝設」)欠妥之處作出補救(閣下或閣下的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致除外)，前提為：

1. You shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property or the FFA which should be ascertainable upon reasonable inspection.  
閣下須盡快在時限內書面通知賣方有關該物業或裝設的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。
2. The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice given in accordance with paragraph 1 above, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person(s) for any consequential loss or compensation or any loss or compensation of use of the Property or the FFA.  
賣方在收到閣下按照上述第 1 段發出的書面通知後，須在合理地切實可行的範圍內，盡快自費(由其承包商或促使其其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何因未能使用該物業或裝設的損失或其相應而產生或衍生的損失或賠償。
3. This obligation does not cover any furniture, plants or landscaping in or sold with the Property, nor to any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase.  
此項責任不包括任何位於該物業內或隨該物業出售的家具、花草植物或園藝設計，亦不包括任何該物業之損耗或在買賣完成後所新增的事物。

4. The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically when you sell/transfer or enter into agreement to sell/transfer the Property. In any event the Vendor shall not be liable to your sub-purchaser(s), nominee(s), assignee(s) or transferee(s).  
本函賦予閣下之權利或利益只屬閣下個人的，不得轉讓或轉移。當閣下出售/轉讓該物業或簽訂有關協議以出售/轉讓該物業，該等權利及利益將會自動終止。賣方在任何情況下均不須向閣下之轉購人、被提名人、承讓人或受讓人負責。
5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of, and a benefit provided by the Vendor in relation to your purchase of the Property. For the avoidance of doubt, the Vendor bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to his obligation of the Vendor herein mentioned, the decision of the Vendor shall be final and binding on you.  
此項責任是在完全無損賣方及買賣雙方基礎及純為賣方之良好商譽，及賣方因閣下購買該物業而餽贈的利益而提供。為免生疑問，賣方無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。
6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.  
在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或管理造成、和因閣下未能及時通知賣方而加深的損壞作出執修。若閣下把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止。
7. This obligation of the Vendor is conditional upon the Purchaser giving to the Vendor and/or its authorized representative reasonable access to the Property.  
賣方的責任須符合一項先決條件，即買方須讓賣方或其授權代理人合理地進入該物業。
8. This letter is independent of the PASP and the ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and ASP.  
本函獨立於臨時合約及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。
9. In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.  
與本函任何條款有關的任何爭議，概由賣方享有最終決定權。
10. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.  
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例不適用於本信件。
11. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.  
本信件中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

After due and careful consideration of the contents of this letter, both the Vendor and the Purchaser(s) agree to accept the same and be bound by all the terms and conditions herein set out.

經適當及仔細考慮本函內容後，買方及賣方均同意接受本函內所有條款並受其約束。

Signed by the Purchaser(s) 買方簽署

Signed by the Vendor 賣方簽署

**附件 5**  
**Annex 5**

**TENDERER MUST COMPLETE  
THIS PAGE (IF APPLICABLE)**  
投標人須填妥本頁 (如適用)

**Early Settlement Cash Rebate Letter**  
提前付清樓價現金回贈的信件

<b>From</b> 由	:	<b>Clever Like Limited (the “Vendor”)</b> 穎顯有限公司 (「賣方」)
<b>To</b> 致	:	[ ]  (the “Purchaser(s)”) (「買方」)
<b>Development</b> 發展項目	:	<b>Mount Anderson</b> 安峯
<b>Property</b> 該物業	:	<b>Unit [ ] on [ ] Floor of Tower [ ] of Mount Anderson</b> 安峯第[ ]座[ ]樓[ ]單位
<b>Date</b> 日期	:	

- We refer to the purchase of the Property by the Purchaser(s).  
本函是有關買方購買該物業之事宜。
- The Purchaser(s) agree(s) to pay the purchase price (the “Purchase Price”) as mentioned in the Preliminary Agreement for Sale and Purchase of the Property (the “PASP”) in accordance with the following manner and payment terms:-  
根據該物業的臨時買賣合約 (「臨時合約」), 買方同意須按以下付款方法及支付條款支付該物業之樓價 (「樓價」):-
  - A preliminary deposit of 5% of the Purchase Price shall be paid upon signing of the PASP.  
樓價5% 臨時訂金於簽署臨時買賣合約時支付。
  - A further deposit of 5% of the Purchase Price shall be paid within 120 days after the date of the PASP.  
樓價5% 再期訂金於簽署臨時買賣合約後120天內支付。
  - The balance of 90% of the Purchase Price shall be paid by the Purchaser(s) within 14 days after the date of written notification to the Purchaser(s) that the Vendor is in a position to validly assign the Property to the Purchaser(s).  
樓價90%餘款於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期後的14天內支付。
- Without prejudice to the aforesaid agreement by the Purchaser(s), if the Purchaser(s) shall pay the balance of the Purchase Price in full on or before the below specified date and perform and observe in all respects the terms and conditions of the PASP and the subsequent formal Agreement for Sale and Purchase (the “ASP”) (in respect of which time shall be of the essence), the Vendor will provide a cash rebate (the “Cash Rebate”) to the Purchaser(s) in the amount equivalent to the below percentage of the Purchase Price subject to the terms and conditions herein contained :-  
如買方提前在下述日期或之前付清所有該物業之樓價餘款及在所有方面履行和遵守臨時合約及其後之正式買賣合約 (「正式合約」) 內一切的條款及條件 (必須嚴格遵行所有時間限制), 則賣方將依本函所列的條件及條款回贈相等於以下樓價百分比之金額予買方 (「現金回贈」):-

**Amount of Cash Rebate for early full payment of Purchase Price 按以下日期提前付清所有樓價之現金回贈金額**

Date of settlement of the balance of the Purchase Price 付清樓價餘款日期	Amount of Cash Rebate 現金回贈金額
Within 240 days after the date of the PASP 臨時合約日期後 240 日內	4% of Purchase Price 樓價 4%
Within 330 days after the date of the PASP 臨時合約日期後 330 日內	3% of Purchase Price 樓價 3%
Within 420 days after the date of the PASP 臨時合約日期後 420 日內	2% of Purchase Price 樓價 2%

- Notwithstanding anything stated hereinabove, if the intended date of early settlement of the Purchase Price in full is not earlier than the date of written notification by the Vendor to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), then the Purchaser(s) is/are not entitled to apply for, and the Vendor is not obliged to pay, the Cash Rebate.  
儘管上述另有規定, 假如擬提前付清樓價的日期並不早於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期, 買方則無權申請, 而賣方亦無須支付, 現金回贈。

5. The Vendor will apply directly the Cash Rebate for part payment of the balance of Purchase Price payable by the Purchaser(s) pursuant to the PASP and the ASP **provided that the Purchaser(s) shall in person serve a written notice to the Vendor (“Notice for Early Full Payment”) in the form of the notice attached hereto not less than 30 days before the actual date of full payment of Purchase Price.**  
賣方會將相關金額之現金回贈直接用於支付部份買方依臨時合約及正式合約應支付之樓價餘額，**惟買方必須於提前付清樓價不少於30天前親身以附件書面通知的格式(「提前付清所有樓價通知書」)通知賣方。**
6. The Cash Rebate is personal and exclusive to the Purchaser(s) who shall have no right to assign or transfer the Cash Rebate to a third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser(s), the Purchaser(s) shall still be obliged to perform and comply with all the terms and conditions of the PASP and the ASP and to complete the purchase of the Property in accordance with the terms and condition contained therein.  
現金回贈為買方個人專有，買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方，買方仍必須履行和遵守臨時合約及正式合約內一切的條款與條件，並依其條款及條件完成該物業之買賣。
7. In the event that the Purchaser(s) fail(s) to observe, perform or comply with any of the terms and conditions contained herein, the PASP and the ASP, the offer of Cash Rebate shall cease to have effect and lapse automatically and the Vendor shall be entitled to withdraw the payment of the Cash Rebate forthwith without prejudice to the Vendor’s other rights and claims under the PASP and the ASP or at law.  
一旦買方未能遵守、履行或遵從本函之條款及條件、臨時合約及正式合約內任何條款及條件，現金回贈即告自動失效而賣方有權撤銷即時現金回贈，且不影響賣方在臨時合約及正式合約或法律上之其他權利與申索。
8. Time shall be of the essence of this letter and the Notice for Early Full Payment.  
在本函之條款及提前付清所有樓價通知書中的時間規定須嚴格遵守。
9. This letter is independent of the PASP and the ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or the Purchaser(s) under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and the Purchaser(s) shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and ASP.  
本函獨立於臨時合約及正式合約，其任何內容均不會取代、改變或修改臨時合約或正式合約中任何條款或條件。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或買方之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而買方仍有責任遵守及履行臨時合約及正式合約所有條款及條件並受其約束。
10. In case of any dispute in relation to any terms and conditions of this letter and the Notice for Early Full Payment, the Vendor shall have the right of final decision.  
與本函及提前付清所有樓價通知書任何條款有關的任何爭議，概由賣方享有最終決定權。
11. The parties do not intend any term of this letter and the Notice for Early Full Payment to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter and the Notice for Early Full Payment shall be excluded from the application of the CRTPO.  
各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(「該條例」)強制執行本函及提前付清所有樓價通知書下任何條款，並且同意排除該條例不適用於本函及提前付清所有樓價通知書。
12. The Chinese translation of this letter and the Notice for Early Full Payment is for reference purposes only. In case of any discrepancy, the English version shall prevail.  
本函及提前付清所有樓價通知書中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

After due and careful consideration of the contents of this letter, both the Vendor and the Purchaser(s) agree to accept the same and be bound by all the terms and conditions herein set out.

經適當及仔細考慮本函內容後，買方及賣方均同意接受本函內所有條款及條件並受其約束。

Signed by the Purchaser(s) 買方簽署

Signed by the Vendor 賣方簽署

**Early Settlement Cash Rebate Letter – Attachment**  
提前付清樓價現金回贈的信件 – 附件

**提前付清所有樓價通知書**  
**Notice for Early Full Payment of Purchase Price**

由 :  
**From** : (「買方」) (the “the Purchaser(s)”) :  
致 : 穎顯有限公司 (「賣方」)  
**To** : **Clever Like Limited (the “Vendor”)**  
發展項目 : 安峯  
**Development** : **Mount Anderson**  
該物業 : 安峯第[ ]座[ ]樓[ ]單位  
**Property** : **Unit [ ] on [ ] Floor of Tower [ ] of Mount Anderson**  
日期 :  
**Date** :

根據該物業的正式買賣合約(日期：\_\_\_\_\_ )，我/我們，即買方，現給予賣方通知將於下列日期或之前付清該物業所有樓價:-

Pursuant to the formal agreement for sale and purchase of the Property dated [ \_\_\_\_\_ ], I/we, the Purchaser(s), hereby notify the Vendor that the Purchaser(s) intend(s) to pay and settle the purchase price of the Property in full on or before the following date :-

\_\_\_\_\_ [To be inserted by the Purchaser(s) and shall not be earlier than 30 days from the date of delivery of this Notice 由買方填寫，且不得早於本通知送達之日期起三十日。]

買方簽署 Signed by the Purchaser(s)

\_\_\_\_\_

賣方確認收到買方之書面通知將於上述日期或之前付清該物業所有樓價。現金回贈按有關該物業之提前付清樓價現金回贈的信件進行，金額如下 :-

The Vendor hereby acknowledges receipt of the written notice served by the Purchaser(s) notifying that the Purchaser(s) shall pay the purchase price of the Property in full on or before the date above. The provision of the Cash Rebate shall be made in accordance with the Early Settlement Cash Rebate Letter in relation to the Property and the amount of Cash Rebate to be applied as part payment of the balance of the purchase price of the Property is as follows :-

港元 HK\$ \_\_\_\_\_ [由賣方填寫 To be inserted by the Vendor]

賣方簽署 Signed by the Vendor

\_\_\_\_\_

日期 Date