

招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTY BY  
WAY OF TENDER

.....  
現招標承投購買任何一個載於任何一份或多份賣方不時發出的銷售安排資料以招標方式出售之  
位於香港九龍窩打老道128號128 WATERLOO (「期數」) 的物業

Tenders are invited for the purchase of any one of the properties  
set out in any of the Information on Sales Arrangements issued by the Vendor from time to time for  
sale by tender at  
128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong (the “**Phase**”).  
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招標開始及截止日期及時間 (「招標期間」) 乃  
賣方不時通過發出銷售安排資料所指明者  
(除非先前已被撤回出售或售出)

**TENDER COMMENCEMENT AND CLOSING DATE AND TIME  
 (“TENDER PERIOD”) ARE AS SPECIFIED IN THE  
 INFORMATION ON SALES ARRANGEMENTS  
 ISSUED BY THE VENDOR FROM TIME TO TIME  
 (UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

標書須以指定的投標表格填寫並放入封密的普通信封內，信封面上清楚註明「**128 WATERLOO 投標**」，並於招標期間內提交至位於香港灣仔港灣道6-8號瑞安中心26樓04-12室並標明「**128 WATERLOO投標**」的投標箱內。

Tenders must be submitted in the specified **Form of Tender** during the Tender Period in a sealed plain envelope and clearly marked “**TENDER FOR 128 WATERLOO**” to the Tender Box labelled “**Tender for 128 WATERLOO**” located at **Rooms 04-12, 26/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong.**

**賣方 Vendor**

瀋隆發展有限公司  
Great Prosper Development Limited

**賣方聯絡資料 Vendor's Contacts**

香港灣仔港灣道6-8號瑞安中心26樓04-12室  
Rooms 04-12, 26/F, Shui On Centre, 6-8 Harbour  
Road, Wan Chai, Hong Kong

查詢熱線：2381-3128  
Enquiry Hotline: 2381-3128

**賣方代表律師 Vendor's Solicitors**

的近律師行  
Deacons

**招標公告**  
**TENDER NOTICE**

1. 瀋隆發展有限公司 (Great Prosper Development Limited) (「賣方」) 現按照本招標公告及本招標公告夾附的附件 A 的投標表格 (「投標表格」) 和附件 B 的出售條件 (「出售條件」) 所訂明的條款及條件招標承投購買任何一個載於任何一份或多份賣方不時發出的銷售安排資料以招標方式出售之位於香港九龍窩打老道128號128 WATERLOO (「期數」) 的物業 (「物業」)。

Great Prosper Development Limited (瀋隆發展有限公司) (the “Vendor”) invites tenders for the purchase of **any one** of the properties set out in any of the Information on Sales Arrangements issued by the Vendor from time to time for sale by tender (the “Properties” and each a “Property”) at 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong (the “Phase”), subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the “Form of Tender”) and the Conditions of Sale (in the form annexed hereto as **Appendix B**) (the “Conditions of Sale”).

2. (a) 投標者必須是個人或於香港成立之有限公司或於香港以外成立之有限公司(「非香港公司」)。所有有限公司(沒有根據公司條例(香港法例第 622 章)第 16 部註冊之非香港公司除外)最少一名董事必須為自然人。

Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or limited company(ies) incorporated outside Hong Kong (“Non-Hong Kong Company(ies)”). All limited companies (save for Non-Hong Kong Companies which are not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) shall have at least one director who is a natural person.

- (b) 投標者須在投標表格標明其所要約購買的物業。每份標書僅可要約購買一個物業。任何一份承投購買超過一個物業的投標書不會獲得接納。

Tenderer must, in the Form of Tender, indicate the Property to be offered to purchase. Only **one** Property can be selected in each tender. Any tender covering more than one of the Properties will not be accepted.

3. 標書必須：

Any tender must be:

- (a) 以投標表格 (一式兩份) 方式作出，每份須連同 (i) 按本招標公告之條款及條件填妥之出售條件；(ii) 本招標公告及 (iii) 隨附本招標公告並在下文第 3(b)(v) 至 (xiv) 列出的文件。投標表格必須由投標者簽署；

made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(v) to (xiv) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;

- (b) 連同下列文件提交：

submitted together with the following documents:

- (i) 一張或多張 (總) 金額為投標者在投標表格及出售條款訂明提出的物業售價的 5%、抬頭為「的近律師行」並由根據《銀行業條例》(香港法例第 155 章) 第 16 條獲妥為發牌的銀行所簽發的銀行本票及支票 (如適用) 作為臨時訂金，惟當中最少港幣100,000元須以銀行本票支付；

one or more cashier's order(s) issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) and cheque(s) (if applicable) and

made payable to “**Deacons**” for the (total) sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale as preliminary deposit Provided That a minimum amount of HK\$100,000 must be paid by cashier’s order(s);

- (ii) 如投標者為個人，每名投標者個人的香港身份證 / 護照副本；  
if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
- (iii) 如投標者為有限公司，每間投標者公司的商業登記證書副本 (如有)、公司註冊證書副本及投標者之董事的香港身份證/護照副本；  
if the Tenderer is a limited company(ies), a copy of the Business Registration Certificate (if any), a copy of the Certificate of Incorporation of each company of the Tenderer and a copy of the HKID Card / Passport of the director(s) of the Tenderer;
- (iv) (如適用) 投標者委聘的地產代理 / 營業員 (如有) 的地產代理 / 營業員牌照及名片副本；  
(if applicable) copy of estate agent’s/salesperson’s licence and name card of the estate agent/salesperson (if any) appointed by the Tenderer;
- (v) 經投標者填妥及簽署的「對買方的警告」(按照**附件 C** 所列的格式)；  
a Warning to Purchasers (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
- (vi) 經投標者填妥及簽署的「與賣方關係的聲明」(按照**附件 D** 所列的格式)；  
a Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
- (vii) 經投標者填妥及簽署的「收集個人資料聲明」(按照**附件 E** 所列的格式)；  
a Personal Information Collection Statement (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
- (viii) 經投標者填妥及簽署的「關於中介人的聲明」(按照**附件 F** 所列的格式)；  
a Declaration in relation to Intermediary (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
- (ix) 經投標者填妥及簽署的「關於延長保養欠妥之處的確認函」(按照**附件 G** 所列的格式)；  
An Acknowledgement Letter regarding Extended Defect Warranty (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
- (x) 經投標者填妥及簽署的「關於贈品的確認函」(按照**附件 H** 所列的格式)；  
an Acknowledgement Letter regarding Gifts (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer;
- (xi) 經投標者填妥及簽署的「關於參觀物業的確認函」(按照**附件 I** 所列的格式)；  
an Acknowledgement Letter regarding Viewing of Property (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;
- (xii) 經投標者填妥及簽署的「賣方資料表格」(按照**附件 J** 所列的格式)；  
a Vendor’s Information Form (in the form annexed hereto as **Appendix J**) duly completed and signed by the Tenderer;

- (xiii) (如適用) 經投標者填妥及簽署的「先住後付優惠確認函」(按照**附件 K** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Early Occupation Benefit (in the form annexed hereto as **Appendix K**) duly completed and signed by the Tenderer;
- (xiv) (如適用) 經投標者填妥及簽署的「代繳從價印花稅優惠確認函」(按照**附件 L** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit (in the form annexed hereto as **Appendix L**) duly completed and signed by the Tenderer;
- (xv) (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 ;  
(if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer;
- (xvi) 如投標者為公司，(I) 投標者的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 及 (II) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本，或如投標者為根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本，或如投標者為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，由投標者的一位董事認證的最新之董事名冊及股東名冊副本。  
if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of the Tenderer being a Non-Hong Kong Company registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case of the Tenderer being a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of the Tenderer.

**請注意，上文第 3(b)(v) 至 (x)、(xiii) 及 (xiv) 段提及之文件在遞交時切勿寫上日期。**  
**Please note that the documents mentioned in paragraphs 3(b)(v) to (x), (xiii) and (xiv) above shall be left undated upon submission.**

- (c) 放入封密的普通信封內，信封面上書明賣方收啟，並清楚註明「**128 WATERLOO 投標**」；以及  
enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope “**TENDER FOR 128 WATERLOO**”; and
- (d) 於招標期間放入擺放於**香港灣仔港灣道6-8號瑞安中心26樓04-12**並標示為「**128 WATERLOO投標**」的投標箱內。  
placed in the Tender Box labelled “**Tender for 128 WATERLOO**” located at **Rooms 04-12, 26/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong** during the Tender Period.

賣方保留絕對權利及酌情權透過修改有關的銷售安排資料不時更改招標期間；按此，投標者應參閱當時生效的有關的銷售安排資料，以確定所有或任何物業的實際招標

開始及截止日期及時間。

The Vendor reserves the absolute right and discretion to change the Tender Period from time to time by amending the relevant Information on Sales Arrangements; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual commencement and closing date and time of the tender in respect of all or any of the Properties.

4. 投標者須在其遞交的投標表格 (一式兩份) 內填寫以下資料：

Each Tenderer is required to fill in the following information in the Form of Tender (in duplicate) submitted by him:

- (a) 投標者提出的物業的售價；及  
the purchase price of the Property offered by the Tenderer; and
- (b) 售價之支付條款。  
the payment terms of the purchase price.

5. 賣方保留權利按其絕對酌情權拒絕任何不符合隨附之投標表格或本招標公告任何條款及條件的投標。逾時遞交之投標將不獲接納。

The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.

6. 賣方保留權利不接納出價最高或最佳的標書或任何一份標書。賣方就是否接納或拒絕接納任何標書有絕對酌情權。

The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance or rejection of any tender.

7. 賣方保留權利在接受任何標書之前的任何時候撤回所有或任何物業不予出售或於任何時候出售或放售所有或任何物業予任何人士。雖然某一物業可能在某一招標日期仍然可供投標，但因賣方可能會在先前的招標程序完結後的七(7)个工作日内接納該物業的先前的投標書，該物業可能於該招標日期內的期間變為不再可供出售。如出現此情況，賣方將拒絕接納該物業的其他投標要約。

The Vendor reserves the right at any time before acceptance of a tender to withdraw all or any of the Properties from sale or to sell or dispose of all or any of the Properties to any person at any time. Although a Property may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for the Property within seven (7) working days after the closing date of such previous tender exercise. In such event, the Vendor will reject other offer(s) for the Property for tender.

8. (a) 鑒於賣方作出招標和下文第 8(b) 段所述的承諾，作為代價，每位投標者均被視為已承諾其投標將為不可撤銷且構成正式要約，並可由賣方在招標期間屆滿後起計第七(7) 个工作日 (「**接納投標日期**」) 或之前按照本招標公告、出售條件及投標表格所載的條款及條件接納投標。投標表格一經遞交，投標者即不可撤回標書，直至接納投標日期終結之前，標書都可由賣方接納。

In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until the seventh (7<sup>th</sup>) working day after the expiration of the Tender Period (the “**Acceptance Date**”). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the Acceptance Date.

- (b) 鑒於上文第 8(a) 段所述的承諾，作為代價，賣方承諾在收到投標者發出的書面要求時向該投標者支付港幣 10 元。  
In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.
9. (a) 如標書獲賣方接納，該中標者將成為物業之買方（「買方」），賣方並將在不遲於接納投標日期將接受投標的書面通知（「接受投標通知書」）透過郵件或專人送遞至中標者列於其投標表格的香港通訊地址或註冊辦事處地址，或透過傳真送遞予中標者，而買方將被視為已在投寄日期後第二(2)個工作日收到以上述方式送遞之接受投標通知書。  
If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the “Purchaser”) and the Vendor shall send to the successful Tenderer a written notice of acceptance (the “Notice of Acceptance”) by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser on the second (2<sup>nd</sup>) working day after the date of mailing.
- (b) 中標者須於接受投標通知書之日期後之五 (5) 個工作日內簽署物業之正式買賣合約。  
The successful Tenderer shall sign the Formal Agreement for Sale and Purchase of the Property within five (5) working days after the date of the Notice of Acceptance.
- (c) 如中標者為公司，在簽署正式買賣合約之前，其董事及 / 或股東不得有任何變動。  
If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
10. 在賣方對收到的標書作出決定前，所有銀行本票及支票 (如有) 均不會予以提交兌付。如某份標書獲接納，隨標書附上的銀行本票及支票 (如有) 將被視作及用作支付中標者按投標表格須支付的臨時訂金。所有其他銀行本票及支票 (如有) 將於招標期間屆滿起計 14 個工作日內，按列於投標表格的香港通訊地址或註冊辦事處地址退還予落選者，郵誤風險概由落選者自行承擔。  
All cashier's order(s) and cheque(s) (if any) submitted by the Tenderers will not be presented for payment until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order(s) and cheque(s) (if any) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier's order(s) and cheque(s) (if any) will be returned within fourteen (14) days after the expiration of the Tender Period to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender, at the risk of the unsuccessful tenderers.
11. 買方就購買該物業可獲以下所列的贈品、財務優惠或利益：—  
The Purchaser shall be offered the following gifts, financial advantage or benefits as set out below in connection with the purchase of the Property:-
- (a) 延長欠妥之處保養  
Extended Defect Maintenance
- 若指明住宅物業或裝置、裝修物料及設備(定義見該指明住宅物業之買賣合約)有指明欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，在不損害買賣合約的原則下，買方可於相關住宅物業買賣的成交日期起計 12 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。惟此「延長保養欠妥之處優惠」僅屬於有關買方，並僅供買方

享用及獲得。此「延長保養欠妥之處優惠」不得轉讓，亦不可轉移，並受其他條款及細則約束。

Without prejudice to the agreement for sale and purchase in respect of the specified residential property, the Purchaser may serve notice to the Vendor, within 12 months after the date of completion of the sale and purchase of the relevant residential property, requiring the Vendor at its own cost and as soon as reasonably practicable to remedy the specified defects to the specified residential property or the fittings, finishes and appliances (as mentioned in the agreement for sale and purchase) caused otherwise than by the act or neglect of the Purchaser. In case of any dispute, the decision of the Vendor shall be final. However, 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.

(b) 置靈活第一按揭貸款  
Flexible First Mortgage Loan

如買方成功借取置靈活第一按揭貸款並遵照買賣合約條款完成交易，賣方將提供相等於置靈活第一按揭貸款首6期之每月供款金額的現金回贈予買方。該現金回贈將依照置靈活第一按揭貸款的還款時間表分6期由賣方直接支付予指定財務機構。為免生疑問，償還置靈活第一按揭貸款為置靈活第一按揭貸款下的借款人而非賣方的責任。賣方無須就未能提供或未能如期提供該現金回贈而令買方或相關借款人蒙受的損失承擔任何責任。

If the Purchaser shall successfully obtain the Flexible First Mortgage Loan and complete the sale and purchase in accordance with the terms and conditions of the agreement for sale and purchase, the Vendor shall provide a cash rebate equal to the amount of first 6 monthly instalments of the Flexible First Mortgage Loan to the Purchaser. The said cash rebate shall be paid by the Vendor directly to the Designated Financing Company in 6 monthly instalments according to the repayment schedule of the Flexible First Mortgage Loan. For the avoidance of doubt, the liability to repay the Flexible First Mortgage Loan belongs to the borrower(s) thereunder and not the Vendor. The Vendor shall not be responsible for any loss suffered by the Purchaser or the relevant borrower(s) due to failure or delay in providing the said cash rebate.

買方可向賣方介紹之財務機構（「指定財務機構」）申請置靈活第一按揭貸款（「置靈活第一按揭貸款」）。主要條款如下：

The Purchaser may apply to the financial institution referred by the Vendor (“Designated Financing Company”) for Flexible First Mortgage Loan (the “Flexible First Mortgage Loan”). Key terms are as follows:

- (i) 買方必須於買賣合約內訂明的付清樓價餘款之日前最少 60 日書面向指定財務機構申請置靈活第一按揭貸款（「置靈活第一按揭貸款」）。

The Purchaser shall make a written application to the Designated Financing Company for a Flexible First Mortgage Loan (“Flexible First Mortgage Loan”) not less than 60 days before the date of settlement of the balance of the purchase price as specified in the agreement for sale and purchase.

- (ii) 置靈活第一按揭貸款的最高金額詳見如下，貸款金額不可超過應繳付之樓價餘款。指定財務機構會因應買方及其擔保人(如適用)的信貸評估，對實際批出予買方的貸款金額作出決定。

The maximum amount of the Flexible First Mortgage Loan shall be as set out below, provided that the loan amount shall not exceed the balance of the purchase price payable. The Designated Financing Company will decide the loan amount to be granted to the Purchaser after considering the result of the credit assessment of the Purchaser and his/her/its/their guarantor(s) (if applicable).

樓價為港幣 1,800 萬或以下的住宅物業的置靈活第一按揭貸款最高金額為樓價的 80%；樓價為港幣 1,800 萬以上但港幣 3,000 萬或以下的住宅物業的置靈活第一按揭貸款最高金額為樓價的 75%；樓價為港幣 3,000 萬以上的住宅物業的置靈活第一按揭貸款最高金額為樓價的 70%或港幣 3,000萬，以較低者為準。

The maximum amount of Flexible First Mortgage Loan shall be 80% of the purchase price if the purchase price of the residential property is not more than HK\$18 million. The maximum amount of Flexible First Mortgage Loan shall be 75% of the purchase price if the purchase price of the residential property is over HK\$18 million but not more than HK\$30 million. The maximum amount of Flexible First Mortgage Loan shall be 70% of the purchase price or HK\$30 million (whichever is the lower ) if the purchase price of the residential property is over HK\$30 million.

- (iii) 置靈活第一按揭貸款年期最長為 25 年。  
The maximum tenor of the Flexible First Mortgage Loan shall be 25 years.
- (iv) 置靈活第一按揭貸款須以住宅物業之第一法定按揭作抵押。  
The Flexible First Mortgage Loan shall be secured by a first legal mortgage over the residential property.
- (v) 置靈活第一按揭貸款的年利率為(以指定財務機構最終批核為準)：  
The annual interest rate of the Flexible First Mortgage Loan shall be (subject to the final approval of the Designated Financing Company):

貸款價值比率 Loan to Value Ratio	年期的首 12個月 The first 12 months of the tenor	年期的13個月 至 24個月 The 13th months to 24 months of the tenor	其後 Thereafter
高於 75%但不高於 80% Higher than 75% but not higher than 80%	P – 2% per annum	P per annum	P + 1.615% per annum
高於 70%但不高於 75% Higher than 70% but not higher than 75%	P – 2% per annum	P per annum	P + 1.615% per annum
不高於 70% Not higher than 70%	P – 2% per annum	P per annum	P + 1.615% per annum

P 為指定財務機構不時報價之港元最優惠利率，利率浮動，年利率於本招標公告日期為 5.375%。

P shall be the Hong Kong Dollar Best Lending Rate as quoted by the Designated Financing Company from time to time, subject to fluctuation. As at the date of this Tender Notice, P is 5.375% per annum.

- (vi) 買方須按月分期償還置靈活第一按揭貸款。  
The Purchaser shall repay the Flexible First Mortgage Loan by monthly instalments.
- (vii) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對貸款金額及/或利率作出調整。  
In accordance with the result of credit check and assessment of the Purchaser and his/her/its/their guarantor(s) (if any), the Designated Financing Company will adjust the loan amount and/or the interest rate.
- (viii) 置靈活第一按揭貸款申請的審批由指定財務機構全權負責。指定財務機構對是否批出置靈活第一按揭貸款有最終決定權。  
The Designated Financing Company shall be solely responsible to determine whether to approve the Purchaser's application for the Flexible First Mortgage Loan. The Designated Financing Company shall have the final right to decide whether or not to grant the Flexible First Mortgage Loan.
- (ix) 所有置靈活第一按揭貸款之法律文件必須由賣方或指定財務機構指定之律師行



辦理，買方須負責支付一切有關之律師費用及雜費。買方可選擇自行聘用律師作為其代表律師，在此情況下，買方亦須負責其代表律師有關處理置靈活第一按揭貸款的律師費用及雜費。

All legal documents of the Flexible First Mortgage Loan shall be prepared and handled by the solicitors designated by the Vendor or the Designated Financing Company and all relevant legal costs and disbursements shall be borne by the Purchaser solely. The Purchaser may choose to instruct his own solicitors to act for him and in such event, the Purchaser shall also bear his own solicitors' legal costs and disbursements relating to the Flexible First Mortgage Loan.

- (x) 買方須按指定財務機構的要求提供一切所需文件以證明其還款能力，所需文件包括但不限於買方及其擔保人(如適用)的信貸報告、收入證明、銀行紀錄及借貸紀錄(包括其他貸款，如有)。

The Purchaser shall upon request by the Designated Financing Company provide all necessary documents to prove his repayment ability, the necessary documents shall include but not limited to credit report, income proof, bank records and borrowing records (including other loans, if any) of the Purchaser and his guarantor(s) (if applicable).

- (xi) 不論置靈活第一按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的買賣及繳付全數樓價。

Irrespective of whether the Flexible First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the residential property and shall pay the purchase price in full in accordance with the agreement for sale and purchase.

- (xii) 置靈活第一按揭貸款受其他條款及細則約束。

The Flexible First Mortgage Loan is subject to other terms and conditions.

- (xiii) 置靈活第一按揭貸款純為指定財務機構與買方之交易。買方與指定財務機構之任何纏軋，一概與賣方(瀋隆發展有限公司)無關。以上關於置靈活第一按揭貸款的資料不構成亦不能被視為賣方或任何其他人士就置靈活第一按揭貸款作出的陳述、保證、承諾、要約或合約條款。賣方在任何情況下均無需就置靈活第一按揭貸款向買方承擔任何責任。

The Flexible First Mortgage Loan is purely a transaction between the Designated Financing Company and the Purchaser. The Vendor (Great Prosper Development Limited) shall not be involved in any dispute between the Purchaser and the Designated Financing Company. The above information of the Flexible First Mortgage Loan shall not be regarded as any representation, guarantee, warranty, offer or contractual term made by the Vendor or any other parties. Under no circumstance shall the Vendor be liable to the Purchaser in respect of the Flexible First Mortgage Loan.

- (xiv) 置靈活第一按揭貸款有數額限制及供應有限。指定財務機構有唯一及絕對酌情權在任何時間停止或終止提供置靈活第一按揭貸款而無須向買方給予事先通知。

The Flexible First Mortgage Loan is subject to quota and availability. The Designated Financing Company shall have the sole and absolute discretion to suspend or terminate the offer of the Flexible First Mortgage Loan at any time without prior notice to the Purchaser.

備註: Notes:

- (1) 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)而有關還款能力之要求包括但不限於供款與入息比率之上將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。

According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when

calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

- (2) 所有就購買期數中的指明住宅物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予臨買賣合約中訂明的一手買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of a specified residential property in the Phase are offered to first hand Purchaser as specified in the preliminary agreement for sale and purchase only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

- (c) 任何下列住宅物業之買方於住宅物業買賣完成後，購買該指定住宅物業將可獲送以下贈品。本優惠受相關交易文件條款及條件限制。

The Purchaser of any of the following residential properties will receive the following gifts after the completion of the sale and purchase of the residential property. This benefit is subject to the terms and conditions of the relevant transaction documents.

贈品 Gifts	層數 / 單位 Floor / Flat															
	3樓、5樓至7樓 3/F, 5/F - 7/F								8樓至12樓、15樓至20樓 8/F - 12/F, 15/F - 20/F							
	A	B	C	D	E	F	G	H	A	B	C	D	F	G	H	
坐廁板 Washlet	1	1	1	1	1	1	1	3	1	1	1	2	1	1	1	3
濾水器 Water Purifier	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
平版電腦 Tablet	1	-	-	-	-	-	-	1	1	-	-	1	-	-	-	1
智能喇叭 Smart Speaker	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
空氣監察器 Multi air sensor	3	3	2	3	2	3	3	5	3	3	2	4	3	3	3	5

備註：上表內之數字代表數量「-」代表不提供。

Remark: In the table above, numbers denotes the quantity and the symbol "-" denotes "Not Provided".

- (d) 先住後付優惠  
Early Occupation Benefit

受制於相關交易文件的條款及條件，買方可於簽署正式買賣合約(「正式合約」)時決定是否選擇先住後付優惠(「該優惠」)。如買方決定選擇該優惠，買方須於簽署正式合約時同時簽署一份有關在買賣成交前佔用該指明住宅物業之許可協議(「許可協議」)，主要條款如下：

Subject to the terms and conditions of the relevant transaction documents, the Purchaser is entitled to decide, at signing of the agreement for sale and purchase (the "Agreement"), whether to opt for the Early Occupation Benefit (the "Benefit"). If the Purchaser decides to opt for the Benefit, the

Purchaser shall execute a licence agreement for the pre-completion occupation of the specified residential property (the "Licence Agreement") simultaneously upon signing of the Agreement, the principal terms of which are as follows:

- (i) 許可佔用期由簽署臨時買賣合約(「臨時合約」)日期後第\_\_\_\_天至簽署臨時合約日期後第\_\_\_\_天(即投標表格第2段中指明的成交日期)為止,或如提早進行該指明住宅物業買賣之成交,至實際成交日期為止;  
the licence period shall commence from the \_\_\_\_ day after the date of signing of the preliminary agreement for sale and purchase (the "Preliminary Agreement") until the \_\_\_\_ day after the date of signing of the Preliminary Agreement (i.e. the Completion Date as specified in Paragraph 2 of the Form of Tender), or if completion of sale and purchase of the specified residential property takes place earlier, until the date of which completion actually takes place;
- (ii) 許可佔用期之許可費用金額為樓價 5%,於簽署臨時合約日期後第\_\_\_\_天支付。許可費按金為HK\$30,000;  
the licence fee during the licence period equals to 5% of the purchase price, being payable on the \_\_\_\_ day after the date of signing of the Preliminary Agreement. The licence fee deposit is in the amount of HK\$30,000;
- (iii) 買方必須負責繳付許可協議之印花稅裁定費及印花稅(如有)、準備和簽署許可協議所需之所有律師費及於許可佔用期內該指明住宅物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等。  
the Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if any) on the Licence Agreement, the legal costs for the preparation and execution of the Licence Agreement and the management fees, government rates and rents, utilities charges, utilities deposits and all other outgoings, etc. of the specified residential property during the licence period.

如 (i) 該指明住宅物業的樓價依照正式合約訂定的日期付清; (ii) 已依照正式合約完成該指明住宅物業的買賣; (iii) 許可費用均依照許可協議訂定的日期付清及 (iv) 許可協議的條款和條件全面均已遵守,則賣方會在該指明住宅物業買賣完成時將許可佔用期中已支付之許可費用的總數直接用於支付部份樓價餘額。

If (i) the purchase price of the specified residential property has been fully settled according to the date(s) stipulated in the Agreement; (ii) the sale and purchase of the specified residential property has been completed pursuant to the Agreement; (iii) the licence fee has been fully paid according to the date(s) stipulated in the Licence Agreement and (iv) the terms and conditions of the Licence Agreement have been complied with in all respects, the Vendor will apply the total sum of the licence fee paid during the licence period towards settlement of part of the balance of the purchase price upon completion of the sale and purchase of the specified residential property.

(e) 代繳從價印花稅優惠(上限為樓價3.75%)

**Ad Valorem Stamp Duty Benefit (maximum 3.75% of the purchase price)**

受限於相關交易文件條款及條件(包括但不限於買方須依照臨時買賣合約及買賣合約訂定的日期付清每一期訂金、部份樓價及樓價餘額),賣方會代買方繳付所購買的指明住宅物業之買賣合約所須繳付的從價印花稅。賣方代買方繳付的從價印花稅款額上限為樓價的 3.75%,超出上限的從價印花稅款額(如有),由買方自行承擔。若買方簽署臨時買賣合約時擁有其他任何香港住宅物業(「原物業」),並於其後售出原物業並向印花稅署申請退還部分從價印花稅,買方不須將退還稅項任何部份支付賣方。如因任何原因未能完成指明住宅物業之買賣,或買賣合約因任何原因被取消或中止,自印花稅署發還之由賣方繳付的從價印花稅將須退還予賣方。

Subject to the terms and conditions of the relevant transaction documents (including without limitation that the Purchaser shall settle each of the deposit(s), part payment(s) of the purchase price and the balance of the purchase price according to the respective dates stipulated in the preliminary agreement for sale and purchase and the agreement for sale and purchase), the Vendor will pay the ad valorem stamp duty payable by the Purchaser in respect of the agreement for sale and purchase of the specified residential property. The

amount of the ad valorem stamp duty payable by the Vendor on behalf of the Purchaser shall be capped at 3.75% of the purchase price, and the excess amount of the ad valorem stamp duty (if any) shall be borne by the Purchaser. Where the Purchaser owns any other residential property in Hong Kong (the “original property”) at the time of his signing of the preliminary agreement for sale and purchase and subsequently sells the original property and then applies to the Stamp Office for refund of part of the ad valorem stamp duty paid, the Purchaser is not required to reimburse any part of the refund to the Vendor. If the sale and purchase of the specified residential property cannot be completed for any reason, or the agreement for sale and purchase is cancelled or terminated for any reason, the ad valorem stamp duty paid by the Vendor and refunded from the Stamp Office shall be returned to the Vendor.

^ 以賣方代表律師實際收到款項日期計算。

^ the actual date of payment(s) received by the Vendor’s solicitors shall be considered as the date of settlement of payment by the Purchaser.

12. (a) 以投標者身份簽署投標表格的人士，將被視作主事人，除非他在投標表格上透露其僅以獲授權人身份行事。在此情況下，他亦須在投標表格上透露主事人及該主事人的聯絡人之姓名及地址。如某人以代理人或獲授權人身份代其主事人簽署投標表格，該人將在送達投標表格時被視為向賣方保證已獲其主事人授權以填妥、簽署及遞交該投標表格。由主事人妥為簽立及妥為見證之委任該代理人或獲授權人之授權書之正本或認證副本，及主事人及該代理人或獲授權人之香港身份證/護照副本，須隨投標表格遞交予賣方，並使賣方滿意。

The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name(s) and address(es) of his principal and the contact person(s) of his principal. Where a person signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent or attorney’s HKID/Passport should be submitted with the Form of Tender to the satisfaction of the Vendor.

- (b) 投標者如為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，則其投標表格必須填寫其在香港的代理人的全名及地址以向其在香港的代理人傳送或送交接受投標通知書，及該代理人將代表投標者接受任何通知、文件或法律程序的送達。該投標者同意如任何通知、令狀、傳訊、命令、判決或其他文件或法律程序註明該投標者或其香港代理人為收件人及把它們留在或通過郵遞方式寄到該投標者的地址或在投標表格裏提及的代理人的地址，則該等通知、令狀、傳訊、命令、判決或其他文件或法律程序須被視為已妥當及充分地送達予投標者。

If the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), the full name and address of an agent in Hong Kong to whom the Notice of Acceptance may be sent or delivered and who will accept service of any notice, document or legal process on behalf of the Tenderer must be stated on its Form of Tender. Such Tenderer agrees that any notice, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to it or to the said agent and left at, or sent by post to its address or to the address of the said agent mentioned therein.

13. 時間在各方面均為要素，必須嚴格遵守。  
Time shall in all respects be of the essence.

14. 所有查詢應向賣方(電話號碼：2381-3128) 作出。投標者應注意，賣方只會回答關於物業的一般問題，而不會就本招標提供法律或其他意見。投標者應就本招標公告及有關文件的條款自行取得獨立法律及其他專業意見。

All enquiries shall be directed to the Vendor (Telephone No.: 2381-3128). Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.

15. 賣方或其任何代理或僱員對有意投標者或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。任何陳述不得構成或被視作構成本招標公告的一部分；這些陳述或行動並不(亦不得被視作) 闡述、更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條件所列出的任何條款或條件。

Any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice, the Form of Tender or the Conditions of Sale.

16. 就本招標公告而言，「工作日」指並非 (a) 公眾假日或星期六；或 (b) 《釋義及通則條例》(香港法例第 1 章) 第 71(2) 條所界定的黑色暴雨警告日或烈風警告日的日子。

For the purpose of this Tender Notice, “working day” means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

**投標表格**  
**FORM OF TENDER**

在遵守本投標表格及附於本投標表格的招標公告(「**招標公告**」)和出售條件(「**出售條件**」)所載的條款及條件的前提下，茲投標承購香港九龍窩打老道128號128 WATERLOO之以下物業(下稱為「**本物業**」)：

Tender for the purchase of the following property (the “**Property**”) of 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong subject to the terms and conditions contained in this Form of Tender and the Tender Notice (the “**Tender Notice**”) and the Conditions of Sale (the “**Conditions of Sale**”) attached hereto.

樓 Floor \_\_\_\_\_ 單位 Flat \_\_\_\_\_ \*\*

\*\* 請自行填上投標物業，可供投標單物業詳列於任何一份或多份賣方不時發出的銷售安排資料。

\*\* Please fill in the Property tendered and refer to any of the Information on Sales Arrangements issued by the Vendor from time to time for the Properties for tender.

致： 瀋隆發展有限公司(「**賣方**」)

To: Great Prosper Development Limited (the “**Vendor**”)

1. 本人 / 我們 I/We, \_\_\_\_\_

(香港身份證/護照/商業登記證號碼 HKID Card / Passport / Business Registration

No. \_\_\_\_\_) 地址為 of / whose registered office is situate at \_\_\_\_\_

(公司之註冊辦事處地址 / 個人之香港通訊地址) 已閱讀招標公告 (包括其附錄) 和出售條件，特此提出要約，在受到出售條件所列的條款及條件約束的前提下，

(registered office for a company(ies)/correspondence address in Hong Kong for individual(s)), having read the Tender Notice (including the Appendices thereto) and the Conditions of Sale, hereby offer to purchase the Property from the Vendor at the purchase price of

HONG KONG DOLLARS 以港幣 \_\_\_\_\_  
\_\_\_\_\_ (HK\$ \_\_\_\_\_)

(「**樓價**」) (the “**Purchase Price**”)

向賣方購買本物業。

and on the terms and conditions as more particularly set out in the Conditions of Sale.

2. 如投標獲賣方接納，本人 / 我們將按照下列方式支付樓價：

The Purchase Price shall be paid by me/us in the following manner if this Tender is accepted by the Vendor:

- (a) 為數港幣 \_\_\_\_\_ 元 (即樓價的 5%) 的臨時訂金，須於簽署本臨時合約 (出售條件所界定者) 時支付；  
preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the Purchase Price shall be paid upon signing of the Preliminary Agreement (defined in the Conditions of Sale);

- (b) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的加付訂金/部份樓價，須於簽署正式買賣合約時支付；  
further deposit / part of the Purchase Price in the sum of HK\$\_\_\_\_\_,  
which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid upon signing of the formal agreement for sale and purchase ;
- (c) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的加付訂金/部份樓價，須於本臨時合約 (出售條件所界定者) 的簽署日期之後的\_\_\_\_\_天內支付；  
further deposit / part of the Purchase Price in the sum of HK\$\_\_\_\_\_,  
which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid within \_\_\_\_\_ days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed;
- (d) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的加付訂金/部份樓價，須於本臨時合約 (出售條件所界定者) 的簽署日期之後的\_\_\_\_\_天內支付；  
further deposit / part of the Purchase Price in the sum of HK\$\_\_\_\_\_,  
which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid within \_\_\_\_\_ days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed;
- (e) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的加付訂金/部份樓價，須於本臨時合約 (出售條件所界定者) 的簽署日期之後的\_\_\_\_\_天內支付；  
further deposit / part of the Purchase Price in the sum of HK\$\_\_\_\_\_,  
which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid within \_\_\_\_\_ days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed;
- (f) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的加付訂金/部份樓價，須於本臨時合約 (出售條件所界定者) 的簽署日期之後的\_\_\_\_\_天內支付；  
further deposit / part of the Purchase Price in the sum of HK\$\_\_\_\_\_,  
which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid within \_\_\_\_\_ days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed;
- (g) 為數港幣\_\_\_\_\_元 (即樓價的\_\_\_\_\_% ) 的樓價餘款，須於本臨時合約 (出售條件所界定者) 的簽署日期之後的\_\_\_\_\_天內付清。  
balance of the Purchase Price in the sum of HK\$\_\_\_\_\_, which is equal to \_\_\_\_\_% of the Purchase Price, shall be paid within \_\_\_\_\_ days after the date on which the Preliminary Agreement (defined in the Conditions of Sale) is signed.

如投標獲賣方接納，本物業買賣之成交須於\_\_\_\_\_ (「成交日期」) 或之前在辦公時間內完成。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before \_\_\_\_\_ (the “**Completion Date**”).

3. 如投標獲賣方接納，直至按招標公告第 9(b) 段簽署正式買賣合約之前，本標書連同賣方之接受投標通知書將成為就本人 / 我們與賣方之間，按照載於招標公告、本投標表格及出售條件之條款及條件且有約束力之協議。

If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 9(b) of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.

4. 本人 / 我們連同本標書一併附上下列文件：  
I/We enclose the following documents with this Tender:

- (a) (總) 金額為樓價的百分之 5 且抬頭為「**的近律師行**」的銀行本票及支票 (如適用)，若本人 / 我們的投標獲賣方接納，其將用以支付臨時訂金 (其中最少港幣 100,000 元須以銀行本票支付)；

Cashier's order(s) and cheque(s) (if applicable) made payable to "**Deacons**" for the (total) sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor (a minimum of HK\$100,000 thereof shall be paid by cashier's order(s));

(本票號碼 Cashier's Order(s) No(s).: \_\_\_\_\_)

(銀行 Bank : \_\_\_\_\_)

(支票號碼 Cheque(s) No(s).: \_\_\_\_\_)

(銀行 Bank : \_\_\_\_\_)

- (b) 本人 / 我們的香港身份證 / 護照 / 公司註冊證書及商業登記證書 (如有) 及我們的董事的香港身份證或護照副本；

a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate (if any) and HKID Card or Passport of our director(s);

- (c) (如適用) 本人 / 我們委聘的地產代理 / 營業員 (如有) 的地產代理 / 營業員牌照及名片副本；

(if applicable) copy of the estate agent's/salesperson's licence and name card of the estate agent/salesperson (if any) appointed by me/us;

- (d) 經本人 / 我們填妥及簽署的「對買方的警告」(按照招標公告**附件 C** 所列的格式)；

a Warning to Purchasers (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;

- (e) 經本人 / 我們填妥及簽署的「與賣方關係的聲明」(按照招標公告**附件 D** 所列的格式)；

a Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;

- (f) 經本人 / 我們填妥及簽署的「收集個人資料聲明」(按照招標公告**附件 E** 所列的格式)；

a Personal Information Collection Statement (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;

- (g) 經本人 / 我們填妥及簽署的「關於中介人的聲明」(按照招標公告**附件 F** 所列的格式)；

a Declaration in relation to Intermediary (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;

- (h) 經本人 / 我們填妥及簽署的「關於延長保養欠妥之處的確認函」(按照招標公告**附件 G** 所列的格式)；

An Acknowledgement Letter regarding Extended Defect Warranty (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us;

- (i) 經本人 / 我們填妥及簽署的「關於贈品的確認函」(按照招標公告**附件 H** 所列的格式)；

An Acknowledgement Letter regarding Gifts (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us;

- (j) 經本人 / 我們填妥及簽署的「關於參觀物業的確認函」(按照招標公告**附件 I** 所列的格式)；

An Acknowledgement Letter regarding Viewing of Property (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us;



- (k) 經本人 / 我們填妥及簽署的「賣方資料表格」(按照招標公告**附件J** 所列的格式) ;  
A Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me/us;
- (l) (如適用) 經本人 / 我們填妥及簽署的「先住後付優惠確認函」(按照招標公告**附件K** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Early Occupation Benefit (in the form annexed to the Tender Notice as **Appendix K**) duly completed and signed by me/us;
- (m) (如適用) 經本人 / 我們填妥及簽署的「代繳從價印花稅優惠確認函」(按照招標公告**附件L** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit (in the form annexed to the Tender Notice as **Appendix L**) duly completed and signed by me/us;
- (n) (如標書由獲授權人遞交) 授權獲授權人代本人 / 我們遞交標書之授權書的正本或認證副本 ;  
(if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on my/our behalf;
- (o) 如我們為公司，(I) 我們的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 及 (II) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本，或如我們為根據公司條例第 16 部註冊之非香港公司，最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本，或如我們為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，由我們的一位董事認證的最新之董事名冊及股東名冊副本。  
if we are a company, (I) a copy of our Board Resolutions authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case that we are a Non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case that we are a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of our company.

**本人/我們並未在上文第 4(d) 至 (i)、(l)及(m)段提及之文件上寫上日期。**

**The documents mentioned in paragraphs 4(d) to (i), (l) and (m) above have not been dated by me/us.**

5. 本人 / 我們同意如果賣方接納本標書，本標書及賣方對其之接納將構成賣方與本人 / 我們之間有關本物業買賣的有約束力的協議，且本人 / 我們將受招標公告及出售條件所約束且應：

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

- (a) 於上述第 2 段規定的時間支付加付訂金 (如有)、部分樓價 (如有)、加付部份樓價 (如有) 和樓價餘款；  
pay the further deposit (if any), part payment of the Purchase Price (if any), further part payment of the Purchase Price (if any) and balance of the Purchase Price at the times stipulated in Paragraphs 2 above;

- (b) 按照招標公告第 9(b) 段簽署正式買賣合約；及  
sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 9(b) of the Tender Notice; and
- (c) 按照出售條件和已簽署的正式買賣合約完成購買本物業。  
complete the purchase of the Property in accordance with the Conditions of Sale and the Formal Agreement for Sale and Purchase as signed.

6. 本人/我們確認如果賣方接納本標書，本人/我們將  
I/We confirm that in the event that this Tender is accepted by the Vendor, I/we will

☐ 選用 use

☐ 不選用 not use

(請別選“✓”) (Please tick “✓”.)

招標公告第 11(b) 段所提及的由指定財務機構提供的置靈活第一按揭計劃。  
the Flexible First Mortgage Loan provided by the Designated Financing Company mentioned in paragraph 11(b) of the Tender Notice .

日期 Dated: \_\_\_\_\_

投標者姓名 Name of Tenderer	:	
投標者簽名 Signature(s) of Tenderer	:	
香港身份證 / 護照/商業登記 證號碼 HKID No./Passport No./B.R. No. of Tenderer	:	
投標者董事之姓名及香港身 份證/護照號碼 (如適用) Name and HKID No./ Passport No. of Director(s) of Tenderer (if applicable)	:	
投標者在香港的通訊地址 Correspondence Address in Hong Kong of Tenderer	:	
投標者的電話號碼 Tel. No. of Tenderer	:	
投標者的傳真號碼Facsimile No. of Tenderer	:	

擁有權種類 Type of Ownership	:	* 唯一擁有人 Sole Owner / 聯權共有人 Joint Tenants / 分權共有人 Tenants in Common (業權平分 in equal shares / 按以下份數 in the following shares: <div style="text-align: right;">)</div> * 請刪除不適用者並在旁加簽 * Delete where inapplicable and initial against deletion
投標者的獲授權人的姓名 (如適用) Name of Attorney of Tenderer (if applicable)	:	
投標者的獲授權人的香港身份證/護照號碼 (如適用) HKID No./Passport No. of Attorney of Tenderer (if applicable)	:	
投標者的獲授權人的聯絡資料 (如適用) Contact Details of Attorney of Tenderer (if applicable)	:	
投標者所委任的地產代理 (如有) 的姓名 Name of Estate Agent (if any) appointed by Tenderer	:	
投標者所委任的地產代理 (如有) 牌照號碼 (連同其地產代理牌照副本) Licence No. of Estate Agent (if any) appointed by Tenderer (with copy of Estate Agent's licence attached hereto)	:	
投標者所委任的地產代理 (如有) 的聯絡資料 Contact Details of Estate Agent (if any) appointed by Tenderer	:	
代表投標者行事的律師事務所 (如有) 名稱 Name of solicitors' firm (if any) acting for Tenderer	:	

代表投標者行事的律師事務所 (如有) 的聯絡資料 Contact details of solicitors' firm (if any) acting for the Tenderer	:	
投標者委聘的代理人的名稱 (如適用) # : Name of Agent appointed by Tenderer(s) (if applicable) #:		
投標者委聘的代理人的地址 (如適用) # : Address of Agent appointed by Tenderer(s) (if applicable) #:		

# 只適用於投標者如為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司

# Only applicable if the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)

**出售條件**  
**CONDITIONS OF SALE**

投標表格(連同隨附之招標公告及出售條件)以及賣方按招標公告第9(a)段發出之接受買方投標之通知書(「接受投標通知書」)將成為賣方及買方之間就買賣本物業於發出接受投標通知書之日簽立之有約束力的合約(下稱「本臨時合約」)。

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 9(a) of the Tender Notice (the “**Notice of Acceptance**”) shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the “**Preliminary Agreement**”).

賣方出售及買方購買本物業必須根據下述之售價及條款和條件。

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out below) on terms and conditions contained hereunder.

1. 在本臨時合約中——  
In this Preliminary Agreement—
  - (a) 「實用面積」具有《一手住宅物業銷售條例》(第621章)(「該條例」)第8條給予該詞的涵義;  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (“the Ordinance”);
  - (b) 「工作日」具有該條例第2(1)條給予該詞的涵義;  
“working day” has the meaning given by section 2(1) of the Ordinance;
  - (c) 下述第9條及附表第一部(a)所指的項目的樓面面積,按照該條例第8(3)條計算;  
the floor area of an item under Clause 9 below and Part I (a) of the Schedule is calculated in accordance with section 8(3) of the Ordinance;
  - (d) 下述第9條及附表第一部(b)所指的項目的面積,按照該條例附表2第2部計算;及  
the area of an item under Clause 9 below and Part I (b) of the Schedule is calculated in accordance with Part 2 of Schedule 2 to the Ordinance; and
  - (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。  
“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.
2. 買方須支付的臨時訂金,須由賣方律師作為保證金保存人而持有。  
The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.
3. 按訂約雙方的意向,本臨時合約將會由一份買賣合約(「正式合約」)取代,正式合約須——  
It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed—
  - (a) 由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立;及  
by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
  - (b) 由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

(註: 日期由賣方填寫。)

(Note: Dates to be filled in by the Vendor.)

4. 本物業買賣須於投標表格第2段中指明的成交日期的辦公時間內，在賣方律師的辦事處完成。  
The sale and purchase of the Property shall be completed at the offices of the Vendor's Solicitors during office hours on or before the Completion Date as specified in Paragraph 2 of the Form of Tender.
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由買方承擔。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. 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。  
The buyer stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. 如買方沒有在本臨時合約的簽署日期之後的5個工作日內簽立正式合約——  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed—
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (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。  
the Vendor does not have any further claim against the Purchaser for the failure.
9. 本物業的量度尺寸見附表第一部。  
The measurements of the Property are set out in Part I of the Schedule hereto.
10. 本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)。  
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).
11. 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。  
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.
12. 買方已確認收到第13條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 13 and fully understands its contents.
13. 就第12 條而言，「對買方的警告」內容如下——  
For the purposes of Clause 12, the following is the "Warning to Purchasers"—
- (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.

14. 買賣完成後，買方擁有本物業之空置管有權。

The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.

15. 凡本物業或第10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4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。

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 4, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Clause 10, 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.

16. 本物業之售價在本臨時合約的第一頁中列出。賣方保留權利修正該售價及付款方式及該售價在計算方面之錯誤或遺漏。售價以及付款方式以正式合約為準。

The purchase price in respect of the Property is set out on page 1 of this Preliminary Agreement. 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 manner of payment shall be as stated in the Agreement.

17. 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。

Each party shall pay its own solicitor's costs and expenses of and incidental to the preparation approval completion stamping and registration of the Agreement and the Assignment.

18. (a) (i) 有關預備關於本物業分公契及管理合約(「分公契」)的費用及附於分公契之圖則之費用的適當分攤；

The due proportion of the costs for the preparation of the Sub-Deed of Mutual Covenant and Management Agreement relating to the Property (the "SDMC") and the plans to be attached to the SDMC;

- (ii) 本物業之業權契據及文件認證副本之費用；  
the costs for preparing certified copy of title deeds and documents in respect of the Property;

- (iii) 夾附於正式合約及轉讓契的所有圖則費；

the fees for the plans to be annexed to the Agreement and the Assignment;

- (iv) 有關本物業買賣的印花稅，包括但不限於關於本臨時合約、正式合約、(如適用)任何其他可予徵收印花稅的買賣協議及其後的轉讓契可予徵收的印花稅 (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、附加印花稅及因遲繳或少繳印花稅的罰款、利息及附加費等)、註冊費及其他實際支出款項；及  
the stamp duties (including without limitation to the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty, all additional stamp duty and any penalty, interest and surcharge, etc. for late or under-paid stamping chargeable under the Stamp Duty Ordinance (Cap.117)) including but not limited to those chargeable on this Preliminary Agreement, the Agreement, (if applicable) any other chargeable agreement for sale and purchase and the subsequent assignment, registration fees, and other disbursements relating to the sale and purchase of the Property; and
- (v) 任何本物業按揭之法律費用及其他支出  
all legal and other costs and expenses in respect of any mortgage over the Property

一概須由買方負責，並於成交或之前支付 (本臨時合約及正式合約需付的印花稅除外並須按下文第19條支付)。

shall all be borne and paid by the Purchaser on or before completion except those stamp duties payable on this Preliminary Agreement and the Agreement which shall be paid in accordance with Clause 19 below.

- (b) 為免生疑，如買方根據第4條所指的買賣完成前以轉售買賣合約、提名書或其他方式轉售或轉讓本物業，買方須獨自承擔任何額外印花稅。

For the avoidance of doubt, the Purchaser shall be solely responsible for any special stamp duty, if the Purchaser shall sub-sell or transfer the Property whether by way of sub-sale agreement for sale and purchase, nomination or otherwise before completion under Clause 4.

- (c) 買方須根據印花稅條例(第117章)規定的時間內安排將有關本物業買賣的所有文書(包括但不限於本臨時合約、正式合約及可予徵收的買賣協議 (如有)及隨後的轉讓契)按可予徵收的印花稅而加蓋印花，及須按賣方要求向賣方提供已加蓋印花或簽註的文書的核證副本及/或應豁免買家印花稅及/或適用以第2標準稅率繳付從價印花稅而作出的法定聲明(按稅局指定表格)的核證副本。

The Purchaser shall, within the period prescribed by the Stamp Duty Ordinance (Cap. 117), cause all the instruments concerned in connection with sale and purchase of the Property including without limitation, this Preliminary Agreement, the Agreement, any other chargeable agreement for sale and the subsequent Assignment to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped or endorsed and/or a certified copy of any statutory declaration in the form prescribed by the Stamp Office in support of exemption of payment of buyer's stamp duty and/or payment of ad valorem stamp duty at Scale 2 rates.

- (d) 如買方有任何違反本 18 及 19 條的規定(包括但不限於不履行或延遲支付所有或任何印花稅)，令賣方蒙受損失或損害及招致開支、費用及收費，買方須就此向賣方作出彌償。如賣方因買方違責而繳付任何印花稅(包括任何附加印花稅及因延遲支付或少繳印花稅的罰款、利息及附加費等)或額外印花稅(如適用)，在不損害賣方任何其他權利的原則下，賣方有權向買方收取而買方須負上支付涉及款項的利息，以香港上海滙豐銀行不時所報的最優惠利率加年利率 4%，由賣方付款日期起計算，直至買方付還該筆款項連同所有賣方招致的利息及支出為止。

The Purchaser shall indemnify and keep the Vendor indemnified against any loss or damages suffered and expenses fees and charges incurred by the Vendor resulting from any breach of this Clause 18 or Clause 19 (including without limitation failure of or delay in payment of all and any of the stamp duty) by the Purchaser. If the Vendor shall have paid any stamp duty (including any additional stamp duty and any penalty, interest and surcharge, etc. for late or under-paid stamping) or special stamp duty (if applicable) due to default of the Purchaser, the Vendor, without prejudice to any other rights of the Vendor, shall be entitled to charge and the Purchaser shall be liable to pay interest thereon at the rate of



4% per annum above the prime rate quoted by The Hongkong & Shanghai Banking Corporation Limited from time to time and calculated from the date of payment by the Vendor to the date of repayment by the Purchaser of such amount and all interest and costs incurred by the Vendor.

- (e) 儘管本臨時合約內有任何相反規定，本 18 及第 19 條的條文於買賣完成後仍然存續有效。  
Notwithstanding anything provided herein to the contrary, the provisions of this Clause 18 and Clause 19 shall survive completion.

19. 買方須於本臨時合約的簽署日期之後的第五個工作日內攜帶其香港身份證或護照或(如買方為公司者)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) 簽署一份由賣方律師訂明的格式的正式合約(該格式的正式合約於賣方律師的辦事處可供查閱); (b) (如適用)根據本臨時合約第一頁所詳列的售價支付方式，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的印花稅。

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 Agreement which shall be in the form prescribed by the Vendor's Solicitors (such form is available for inspection at the offices of the Vendor's Solicitors), (b) (if applicable) make further payment in accordance with the manner as stated in page 1 of this Preliminary Agreement and (c) pay all stamp duty(ies) payable under this Preliminary Agreement and the Agreement.

20. 時間在任何方面均為本臨時合約的關鍵元素。  
Time is in every respect of the essence of this Preliminary Agreement.

21. 買方如更改通訊地址或電話，須立即以書面通知賣方。  
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence address or telephone number.

22. 就本臨時合約項下須支付的本物業售價的每一筆款項（臨時訂金及/或其部分除外）而言，買方須於該款項須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核證可以兌現的支票。

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 or a cheque certified good for payment issued by a licensed bank in Hong Kong and in favour of the Vendor's Solicitors.

23. 本物業乃屬《印花稅條例》(第117章)第29A(1)條所註釋之住宅物業。  
The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

24. 本臨時合約取代雙方過往所有之商議、申述、認知及協議。  
This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

25. 買方可聘用自己選擇的律師處理其購買本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)。

The Purchaser may instruct its own solicitor to act for it in its purchase of the Property. For details of the 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).

26. (a) 謹此聲明本臨時合約只屬買方個人所有。只有簽署本臨時合約的人士方可簽署正式合約。  
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser. Only the person who signed this Preliminary Agreement is permitted to sign the Agreement.
- (b) 買方若為公司者須提供其會議記錄核證真實副本准許其購買該物業及授權其有關董事代表其

簽署及/或簽立本臨時合約及正式合約及其後本物業的轉讓契。

The Purchaser who is a company, shall also produce a certified true copy of its board resolutions sanctioning the purchase of the Property and authorizing the director(s) concerned to sign and/or execute this Preliminary Agreement and the Agreement and the subsequent Assignment of the Property for and on its behalf.

27. 本物業是以「現狀」出售。買方在購買本物業時已完全知悉本物業與本物業內的裝置、裝修物料及設備的實質狀況，並接受本物業及該等裝置、裝修物料及設備的現狀。

The Property is sold on an "as-is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

28. 在買賣成交且買方有權取得本物業的管有權前，買方須 (a) 償還賣方已支付的所有發展項目或發展項目期數公用地方或公用部分的水、電及煤氣按金(如有)的應付份額及 (b) 繳付予發展項目期數的管理人或繳付予或償還賣方一切根據公契(定義見以下第30)條及分公契須付的管理費按金、特別基金、預繳款項、泥頭清理費及其他按金及款項。但倘若賣方已向發展項目或發展項目期數的管理人支付上述之任何管理費按金、特別基金、預繳款項、泥頭清理費及其他按金，則買方須於本物業買賣完成之日就相關款項向賣方彌償 (而非付予管理人)，不論該等管理費按金、特別基金、預繳款項、泥頭清理費及其他按金是否可根據公契或分公契轉讓或退還。

Before the Purchaser is entitled to possession of the Property on completion, 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 or the Phase of the Development and (b) pay to the manager of the Phase of the Development or pay or reimburse, as the case may be, to the Vendor all the management fee deposits, special fund, advance payments, debris removal fee and other deposits and payments payable under the DMC (defined in Clause 30 below) and the SDMC Provided That if any of the said management fee deposits, special fund, advance payments, debris removal fee and other deposits has already been paid by the Vendor to the manager of the Development or the Phase of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager) upon completion of sale and purchase of the Property, whether or not such management fee deposits, special fund, advance payments, debris removal fee and other deposits are transferable or refundable under the DMC or the SDMC.

29. 如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。

Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf 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.

30. (a) 買方確認本物業是受分公契及在土地註冊處註冊、註冊摘要編號為17010401360054的公契暨管理協議(「公契」)及其各方人士在公契及分公契項下之權利的規限。

The Purchaser acknowledges that the Property is sold subject to the SDMC and the Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.17010401360054 ("the DMC") and the rights of the parties thereto provided under the DMC and the SDMC.

- (b) 如賣方要求，則買方須在簽立本物業轉讓契的同時訂立一份由賣方規訂的格式的分公契；或在賣方選擇下，接受由賣方出具並受公契及賣方與本發展項目期數的其他買家訂立或將訂立(由賣方規訂的格式)的分公契所規限、並享有公契及分公契的利益的轉讓契。

The Purchaser shall, if requested by the Vendor, enter into the SDMC in the form prescribed by the Vendor upon execution of the assignment of the Property or at the Vendor's option accept an assignment of the Property from the Vendor subject to and with the benefit of the DMC and SDMC (in the form prescribed by the Vendor) entered or to be entered into by the Vendor with another purchaser or purchasers in respect of the Phase of the Development.

31. 買方將須在正式合約中向賣方作出承諾，同意如買方不是承讓人親自簽立轉讓契，買方有責任披露賣方要求的所有關於期間各方、期間交易、代價及其他與該等期間交易有關的已支付的款額等的資料，作為賣方完成交易的條件。  
The Purchaser will have to agree with the Vendor in the Agreement to the effect that if the Purchaser is not the assignee personally executing the Assignment, the Purchaser is under an obligation to disclose all such information as required by the Vendor on the intermediate parties, the intermediate transactions, the considerations and other paid amounts in connection with such intermediate transactions, etc. as a condition of completion by the Vendor.
32. 買方須在正式合約中向賣方契諾，倘若買方在本物業的買賣完成之前以任何方式轉售本物業或轉讓正式合約的權益，買方須要求每一轉購人、受贈人、代名人、受益人、受權人或其他受讓人:-  
The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-
- (a) 在任何其後的買賣轉售合約或其他協議中，披露已經以任何方式購買或出售本物業或其中任何權益的所有確認人、代名人及其他中介方的全部詳情 (包括身份證號碼和完整地址)，以及全部價款或其他代價，包括須就購買本物業支付予賣方的代價以外、任何一方知悉的已經支付或給予任何人士的任何佣金、保留金額或代理費用或任何其他金額以及任何《印花稅條例》(第117章) 要求的任何其它資料；及  
to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement whatsoever full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fees or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the purchase of the Property or any other information required under the Stamp Duty Ordinance (Cap 117); and
- (b) 促使任何其後的轉購人或其他受讓人或新買家在其後的買賣轉售合約中作出具有以上第32(a)項條件相同效力的契諾，或在任何其他協議中設定具有以上第32(a)項條件相同效力的義務。  
to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as Clause 32(a) above.
33. 買賣雙方同意於正式合約中列出《印花稅條例》(第 117 章)第 29B(5)項所需之資料。  
The Vendor and the Purchaser shall execute the Agreement containing the matters specified in Section 29B(5) of the Stamp Duty Ordinance (Cap 117).
34. 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。  
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.
35. 若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。  
The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
36. 買方確認在買方簽署本臨時合約之前已獲悉附表第三部所提及的事項(如適用於本物業)及其所有影響。  
The Purchaser acknowledges and confirms that the Purchaser is aware of the matters set out in Part III of the Schedule hereto (if applicable to the Property) and all their implications prior to the Purchaser's signing of this Preliminary Agreement.

37. 本臨時合約之中英文版本，同具法律效力。  
Both English and Chinese versions of this Preliminary Agreement have same binding effect.

**WARNING TO PURCHASERS  
PLEASE READ CAREFULLY**

**對買方的警告  
買方請小心閱讀**

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

**附表 SCHEDULE**  
**第一部 PART I**

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

Flat	on	Floor			
	樓	單位			
(a)	the saleable area of the Property is 本物業的實用面積為		square metres/ 平方米／	square feet *[of which –] 平方呎 *[其中 –]	
	*[	square metres/ 平方米／	square feet is the floor area of the balcony]; 平方呎為露台的樓面面積]；		
	*[	square metres/ 平方米／	square feet is the floor area of the utility platform]; 平方呎為工作平台的樓面面積]；		
	*[	square metres/ 平方米／	square feet is the floor area of the verandah]; and 平方呎為陽台的樓面面積]；		
	N/A		N/A		
(b)	other measurements are – 其他量度尺寸為 –				
	*[the area of the air-conditioning plant room is *[空調機房的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the bay window is *[窗台的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the cockloft is *[閣樓的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the flat roof is *[平台的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the garden is *[花園的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the parking space is *[停車位的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the roof is *[天台的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the stairhood is *[梯屋的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the terrace is *[前庭的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；
	*[the area of the yard is *[庭園的面積為	N/A	square metres/ 平方米／	N/A	square feet]; 平方呎]；

附表 SCHEDULE  
第二部 PART II

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

請參閱附錄 Please refer to the Appendix

**WARNING TO  
PURCHASERS  
PLEASE READ CAREFULLY**  
**對買方的警告**

Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong  
期數名稱及地址：香港九龍窩打老道128號128 WATERLOO

Property 本物業：Please refer to the Form of Tender 詳見投標表格

The Purchaser 買方：\_\_\_\_\_

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
公曆 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Signature of Purchaser 買方簽署：\_\_\_\_\_

**DECLARATION OF RELATIONSHIP WITH THE VENDOR 與賣方關係的聲明**

Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong  
期數名稱及地址：香港九龍窩打老道128號128 WATERLOO

Property 本物業：Please refer to the Form of Tender 詳見投標表格

The Vendor 賣方：Great Prosper Development Limited 瀋隆發展有限公司

Holding companies of the Vendor：Top Spring International Holdings Limited, Top Spring International (BVI) Limited, Top Spring International (Hong Kong) Company Limited, Great Trillion Corporation Ltd, Top Spring Chun Wo Property Development Holdings Limited, Merit Global Developments Limited

賣方的控權公司：萊蒙國際集團有限公司、Top Spring International (BVI) Limited、萊蒙國際（香港）有限公司、鉅兆萬企業有限公司、萊蒙俊和物業發展控股有限公司、優宇發展有限公司

No. 編號	Name(s) of Purchaser 買方名稱	HKID Card No(s)/Passport No(s)/Business Registration No(s). 香港身份證號碼/護照號碼/商業登記號碼
1		
2		
3		
4		

買方編號 Purchaser No.

1 2 3 4

Please put a “✓” in the appropriate box below to indicate the existence or absence of the relationship(s) concerned.

請於下列適用的方格內打“✓”確認存在或不存在的相關關係

- A. I/We hereby confirm that I/We am/are independent third party, and am/are not a related party to the Vendor. 本人/吾等現確認本人/吾等是獨立第三者，與賣方並非有關連人士 ☐ ☐ ☐ ☐
- B. I/We hereby confirm that I/We am/are related party to the Vendor. I/We hereby further confirm that I/We am/are: 本人/吾等現確認本人/吾等是賣方之關連人士。本人/吾等現進一步確認，本人/吾等是：
- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a director of the Vendor 賣方的董事   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a parent of a director of the Vendor 賣方董事的父母   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a spouse of a director of the Vendor 賣方董事的配偶   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a child of the director of the Vendor 賣方董事的子女  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a manager of the Vendor 賣方的經理  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a private company of which such a director, parent, spouse, child or manager is a director or shareholder 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| an associate corporation or holding company of the Vendor 賣方的有聯繫法團或控股公司  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a director of such an associate corporation or holding company 上述有聯繫法團或控股公司的董事   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a parent of a director of such an associate corporation or holding company 上述有聯繫法團或控股公司的董事的父母  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a spouse of a director of such an associate corporation or holding company 上述有聯繫法團或控股公司的董事的配偶  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a child of a director of such an associate corporation or holding company 上述有聯繫法團或控股公司的董事的子女   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a manager of such an associate corporation or holding company 上述有聯繫法團或控股公司的經理  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- manager (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap.622)
  - private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap.622)



- associate corporation (有聯繫法團), in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body
  - subsidiary (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)
- C. I/We declare that the above information is accurate and complete. 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.  
本人/吾等謹此聲明上述提供資料正確及完整。本人/吾等茲進一步承諾如本人/吾等在簽立該物業的正式買賣合約或之前就上述情況有任何改變，本人/吾等將以書面通知貴公司。
- D. I/We confirm that I/we have been given ample opportunity to seek independent legal advice, if I/we have any query on this document.  
本人/吾等確認如本人/吾等對本文件有任何問題，本人/吾等已獲足夠機會去尋求獨立法律意見。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature(s) of Purchaser 買方簽署確認：

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Date 日期:

**收集個人資料聲明**  
**Personal Data Collection Statement**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

本物業 Property : 詳見投標表格  
Please refer to the Form of Tender

賣方 The Vendor : 瀋隆發展有限公司 Great Prosper Development Limited

買方 The Purchaser : \_\_\_\_\_

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

**Please read the following notes carefully as they contain important information about how we would like to use your personal data.**

賣方擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址、傳真號碼、微信及任何可以切實可行地從其確定閣下身份的其他個人識別資料或敏感資料(統稱「個人資料」)作下列用途：

The Vendor wish to collect your name, identity card number, mailing address, telephone number, email address, fax number, WeChat ID and any other personally identifying information or sensitive data from which it is practicable for your identity to be ascertained (collectively “**personal data**”) for the purposes of:

(i) 供賣方處理與閣下購買期數的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障賣方在期數中的權益(「**強制性用途**」)；及

dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Phase by the Vendor, protecting the Vendor’s interests in the Phase (“**Obligatory Purposes**”); and

(ii) 供賣方就在期數的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在期數的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「**自願性用途**」)。

sales and direct marketing to you by the Vendor regarding investment opportunities in the Phase, including but not limited to the direct marketing to you of the residential units and parking spaces in the Phase and conducting marketing, sale and statistical analysis (“**Voluntary Purposes**”).

賣方乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予賣方作此等用途，賣方將不能夠作出強制性用途，這可能對閣下購買在期數中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

Your personal data is required by the Vendor for the Obligatory Purposes. If you do not provide your personal data to the Vendor for these purposes, the Vendor will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Phase and/or administrative matters relating to the same.

自願性用途僅屬自願性質，如果閣下不希望賣方使用閣下的個人資料於期數中的投資機會(包括但不限於在期數的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Vendor to use your personal data for direct marketing in relation to the investment opportunities in the Phase including but not limited to the residential units and parking spaces in the Phase, or marketing, sale and statistical analysis.

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

The Vendor may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

賣方將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) **將會**把閣下的個人資料作強制性用途，及 (ii) **如果閣下同意及提供書面同意**，將會把閣下的個人資料作自願性用途。在沒有閣下同意下，賣方不會把閣下的個人資料轉移予任何其他人士。

The vendor will take all practicable steps to keep your personal data confidential and (i) **will** use your personal data for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will use your personal data for the Voluntary Purposes. The Vendor will not transfer your personal data to any other person without your consent.

閣下可隨時撤回閣下的同意並要求賣方停止使用閣下的個人資料作自願性用途，而賣方必須在不收費的情況下停止

如此使用該等資料。

You may withdraw your consent and require the Vendor at any time to cease using your personal data for the Voluntary Purposes and the Vendor must so cease, without charge.

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

the Vendor will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. the Vendor will not retain your personal data if you withdraw your consent and request the Vendor to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Vendor will destroy your personal data as soon as practicable after the Vendor are no longer obliged to retain such data by law.

閣下可隨時要求查閱及/或改正在賣方的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與賣方聯絡，並在閣下的通訊註明「保密」字樣。

You may at any time request access to and/or correct your personal data in the Vendor's records. To exercise these rights, you may contact the Vendor at the addresses below by stating your communication as "Confidential".

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

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

個人資料私隱主任

瀋隆發展有限公司

地址：香港灣仔港灣道 6-8 號瑞安中心 26 樓 04-12 室 (註明「保密」字樣)

Personal Data Privacy Officer

Great Prosper Development Limited

Address: Rooms 04-12, 26/F Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong (Marked "Confidential")

\*\*\*\*\*

本人已閱讀本聲明並同意其條款。

I have read this Statement and agree to its terms.

- ☐ 本人在此空格加上剔(「✓」)號，即表示本人指示賣方不得使用本人的個人資料作上述自願性用途。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，賣方將會使用本人的個人資料作其上述自願性用途。)
- ☐ By checking this box, I instruct the Vendor NOT to use my personal data for the Voluntary Purposes described above. (If I do not check this box, I understand that the Vendor will use my personal data for its Voluntary Purposes described above.)

英文版本與中文版本如有任何抵觸，應以英文版本為準。

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser

---

日期 Date :

**關於中介人的聲明**  
**Declaration regarding Intermediary**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

本物業 Property : 詳見投標表格  
Please refer to the Form of Tender

賣方 The Vendor : 濬隆發展有限公司 Great Prosper Development Limited

買方 The Purchaser : \_\_\_\_\_

**中介人資料 Particulars of the Intermediary**

地產代理公司名稱 Estate Agency Company Name: \_\_\_\_\_

地產代理姓名 Name of Estate Agent: \_\_\_\_\_

地產代理牌照號碼 EAA Licence No.: \_\_\_\_\_

買方及中介人謹此確認及聲明如下：

The Purchaser and the Intermediary hereby confirm and declare as follows:-

1. 買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。  
The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
2. 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、陳述或承諾，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、陳述或承諾向買方、中介人或任何其他人士負責。  
The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
3. 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。  
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 and administrative fees for amending Agreement for Sale and Purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
4. 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。  
The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
5. 如本文件之中英文文本有任何歧義，一切以英文文本為準。  
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

買方簽署 Signed by the Purchaser

中介人簽署 Signed by the Intermediary

日期 Date : \_\_\_\_\_

日期 Date : \_\_\_\_\_

**關於延長保養欠妥之處的確認函**  
**Acknowledgement Letter regarding Extended Defect Warranty**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

本物業 Property : 詳見投標表格  
Please refer to the Form of Tender

賣方 The Vendor : 瀋隆發展有限公司 Great Prosper Development Limited

買方 The Purchaser : \_\_\_\_\_

致： 買方  
To: The Purchaser

在閣下按照本物業之臨時買賣合約(「**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成為本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，當收到閣下由本物業的轉讓契日期起計的12個月內(「**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本物業或本物業的裝置、裝修物料及設備之欠妥之處作出補救(閣下或閣下的代理人、承辦商或本物業的住客、使用者或訪客的行為或疏忽所導致除外)(「**欠妥之處**」)，前提為：

Subject to and conditional upon your completion of the sale and purchase of the Property in all respects in accordance with and in compliance with the preliminary agreement for sale and purchase of the Property (“PASP”) and the subsequent formal agreement for sale and purchase (“**Formal Agreement**”) and becoming the registered owner of the Property, the Vendor is prepared to, but not in derogation from your rights under the Formal Agreement, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 12 months from the date of the Assignment of the Property (“**Time Limit**”), remedy defects to the Property or the fittings, finishes and appliances of the Property (caused otherwise than by the act or neglect of you or your agent, contractor or the resident, occupier or visitor of the Property) (“**Defects**”), PROVIDED THAT:-

1. 閣下須盡快在時限內書面通知賣方有關欠妥之處，而欠妥之處應為在合理檢查下可以被確定。  
You shall give prompt written notice to the Vendor within the Time Limit specifying the Defects which should be ascertainable upon reasonable inspection.
2. 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(由其承辦商或促使其他相關負責人士)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閣下或任何其他人士承擔任何因該欠妥之處或未能使用本物業或裝置、裝修物料及設備所引致的損失或賠償。  
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 you or any other person(s) for any loss or compensation arising from or relating to the Defects or the unavailability of the Property or the fittings, finishes or appliances for use.
3. 此項責任不適用於任何位於本物業內或隨本物業出售的家具、花草植物、園藝設計(如有)，亦不包括任何本物業之損耗或在買賣完成後所新增的事物。  
This obligation does not cover any furniture, plants or landscaping in or sold with the Property (if any),

nor to any wear and tear of the Property or any matter added to the Property after completion of the sale and purchase.

4. 本函賦予閣下之權利或利益只屬閣下個人，不得轉讓或轉移。當閣下出售/轉讓本物業或簽訂有關協議，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。

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).

5. 此項責任是在完全無損買賣雙方權益及純為賣方之良好商譽的基礎下，因閣下購買本物業而獲得的利益。為免生疑問，賣方無須為未能履行此項責任向閣下或任何其他人士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，賣方享有最終及對閣下具約束力的決定權。

This obligation is given entirely without prejudice to the rights of the parties and as a gesture of goodwill of the Vendor as a benefit provided in relation to your purchaser of the Property. For the avoidance of doubt, the Vendor shall bear no liability and make no compensation to you or any other person(s) for any failure to perform this obligation. In case of any dispute in relation to this obligation, the decision of the Vendor shall be final and binding on you.

6. 在無損上述條款的通用性為前提下，此項責任是不適用於任何蓄意破壞、錯誤行為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保養造成、或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、重新安置或以其他方式修改或變動、出售或丟棄，此項責任將會終止。

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 Defects 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.

7. 賣方的責任須符合一項先決條件，即買方須讓賣方及/或其授權代理人合理地進入本物業。

The obligation of the Vendor is conditional upon you giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.

8. 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。

This letter is independent of the PASP and the Formal Agreement. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the Formal Agreement. 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 Formal Agreement. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the Formal Agreement 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 the Formal Agreement.

9. 任何與本函任何條款有關的爭議，概由賣方享有最終決定權。

In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.

10. 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本文件任何條款及條件或享有本函任何條款及條件之利益。

A person who is not a party to this letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this letter.

11. 如本函之中英文文本有任何歧義，一切以英文文本為準。

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

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。

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

買方簽署Signed by the Purchaser

賣方代表簽署

Signed for and on behalf of the Vendor

---

日期Date：

## 關於贈品的確認函

Acknowledgement Letter regarding Gifts

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
 Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

本物業 Property : 詳見投標表格  
 Please refer to the Form of Tender

賣方 The Vendor : 瀋隆發展有限公司 Great Prosper Development Limited

買方 The Purchaser : \_\_\_\_\_

本人/吾等作為本物業之買方，謹在簽署本物業之臨時買賣合約（「臨時合約」）之前確認以下事項：

I/We, as the Purchaser of the Property, hereby confirm the following prior to my/our signing of the preliminary agreement for sale and purchase (“PASP”) of the Property :

1. 在本人/吾等按照臨時合約及其後之正式買賣合約（「買賣合約」）完成本物業的買賣後，本人/吾等將可獲送以下贈品（「該等贈品」）：

After completion of the sale and purchase of the Property pursuant to PASP and the subsequent formal agreement for sale and purchase (“Formal Agreement”), I/we will receive the following gifts (“the Gifts”):

贈品 Gifts	層數 / 單位 Floor / Flat														
	3樓、5樓至7樓 3/F, 5/F - 7/F								8樓至12樓、15樓至20樓 8/F - 12/F, 15/F - 20/F						
	A	B	C	D	E	F	G	H	A	B	C	D	F	G	H
坐廁板 Washlet	1	1	1	1	1	1	1	3	1	1	1	2	1	1	3
濾水器 Water Purifier	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
平版電腦 Tablet	1	-	-	-	-	-	-	1	1	-	-	1	-	-	1
智能喇叭 Smart Speaker	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
空氣監察器 Multi air sensor	3	3	2	3	2	3	3	5	3	3	2	4	3	3	5

備註：上表內之數字代表數量「-」代表不提供。

Remark: In the table above, numbers denotes the quantity and the symbol "-" denotes "Not Provided"

2. 本人/吾等確認該等贈品並不構成本物業裝置、裝修物料及設備之交樓標準之一部分，賣方對該等贈品並無任何保養或維修責任。有關本物業裝置、裝修物料及設備之資料，本人/吾等應參閱售樓說明書，並以買賣合約條款為準。

I/We confirm that the Gifts do not form part of the standard provisions of the fittings, finishes and appliances of the Property and that the Vendor has no repair or maintenance obligation in respect of the Gifts. I/we should refer to the Sales Brochure for details of the fittings, finishes and appliances of the Property, which shall be subject to the terms of the Formal Agreement.



3. 本人／吾等對上述事項無任何反對，並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。

I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.

4. 本函並不影響臨時合約及買賣合約，包括但不限於買賣合約下賣方以其他裝置、裝修物料及設備代替本物業裝置、裝修物料及設備的權利及該權利之概括性。

This document shall not prejudice the PASP and the Formal Agreement, including but not limited to the Vendor's right under the Formal Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances and the generality of such right.

5. 並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本文件任何條款及條件之利益。

A person who is not a party to this letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this letter.

6. 如本函之中英文文本有任何歧義，一切以英文文本為準。

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

經適當及仔細考慮本函內容後，本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉並接受及同意上述事項。

After due and careful consideration of the contents of this letter, I/we hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of and accept and agree the above.

買方簽署Signed by the Purchaser

賣方代表簽署

Signed for and on behalf of the Vendor

---

日期Date：

**關於參觀物業的確認函**

**Acknowledgement Letter regarding Viewing of Property**

期數名稱及地址：香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong  
該物業 Property：樓 Floor: 單位 Flat:

賣方Vendor：潘隆發展有限公司Great Prosper Development Limited

買方Purchaser：  
香港身份證/護照/商業登記證號碼：  
H.K.I.D./Passport/Business Registration No.：

本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：  
I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

*請選擇Please specify：*

- ☐ 本人/我們確認於簽署該物業之臨時買賣合約前，賣方已開放該物業供本人/我們參觀：  
I/We hereby confirm that the Vendor has made the Property available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property:
- ☐ 且本人/我們已於下述日期於簽署該物業之臨時買賣合約前參觀過該物業。  
and I/we have viewed the Property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property.  
參觀該物業日期：  
Date of viewing of the Property: \_\_\_\_\_

**或 OR**

- ☐ 但經充份考慮後，本人/我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀該物業。  
but after due consideration and out of my/our free will and choice, I/we decided not to view the Property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

買方簽署Signed by the Purchaser

日期Date：

(投標人必須填寫日期。 Tenderer must insert the date.)

**賣方資料表格**  
**Vendor's Information Form**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
 Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

本物業 Property： 樓 Floor: 單位 Flat:

賣方 Vendor： 潘隆發展有限公司 Great Prosper Development Limited

買方 Purchaser：

香港身份證/護照/商業登記證號碼：  
 H.K.I.D./Passport/Business Registration No.：

(a) 須就本物業支付的管理費用的款額 The amount of the management fee that is payable for the Property	請參閱管理費用附表 Please refer to Management Fee Table
(b) 須就本物業繳付的地稅（如有的話）的款額 The amount of the Government rent (if any) that is payable for the Property	現時地稅是就整個地段徵收，並沒有個別釐定須就本物業須繳付的地稅的款額。 Government rent is currently charged in respect of the whole lot. There is no separate assessment of the amount of Government rent payable for the Property.
(c) 業主立案法團（如有的話）的名稱 The name of the owners' incorporation (if any)	沒有 No
(d) 期數的管理人的姓名或名稱 The name of the manager of the Phase	仲量聯行物業管理有限公司 Jones Lang LaSalle Management Services Limited
(e) 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知 Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase	沒有 No
(f) 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase	沒有 No
(g) 賣方所知的影響本物業的任何待決的申索 Any pending claim affecting the Property that is known to the Vendor	沒有 No

印製日期：2023 年 6 月 29 日

Date of Printing: 29 June 2023

買方現確認在簽署本物業之臨時買賣合約之前，買方已收到此份賣方資料表格。

The Purchaser hereby acknowledges the receipt of a copy of this Vendor's Information Form prior to the Purchaser's signing of the Preliminary Agreement for sale and purchase of the Property.

買方簽署 Signed by the Purchaser

日期 Date：

(投標人必須填寫日期。 Tenderer must insert the date.)

管理費用附表 (每月)  
Management Fee Table (per month)

Floor\Unit	A	B	C	D	E	F	G	H
3/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$3,050	HK\$1,920	HK\$3,200	HK\$3,100	HK\$7,300
5/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$3,050	HK\$1,920	HK\$3,200	HK\$3,100	HK\$7,300
6/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$3,050	HK\$1,920	HK\$3,200	HK\$3,100	HK\$7,300
7/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$3,050	HK\$1,920	HK\$3,200	HK\$3,100	HK\$7,300
8/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
9/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
10/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
11/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
12/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
15/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
16/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
17/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
18/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
19/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880		HK\$3,200	HK\$3,100	HK\$7,300
20/F	HK\$3,340	HK\$3,020	HK\$1,980	HK\$4,880	HK\$3,200	HK\$3,100	HK\$7,300	
21/F	HK\$19,980							

**先住後付優惠確認函**

**Acknowledgement Letter regarding Early Occupation Benefit**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

該物業 Property： 樓 Floor: 單位 Flat:

賣方 Vendor： 潘隆發展有限公司 Great Prosper Development Limited

買方 Purchaser：

香港身份證/護照/商業登記證號碼：  
H.K.I.D./Passport/Business Registration No.：

Purchase Price 樓價：

1. 賣方確認買方可選擇獲取先住後付優惠（「**該優惠**」），該優惠之提供受制於以下條件及條款：  
The Vendor confirms that the Purchaser may opt for obtaining the Early Occupation Benefit (the “**Benefit**”) subject to the terms and conditions below:

- (a) 買方須於簽署該物業之臨時買賣合約（「**臨時合約**」）後的5個工作日內按臨時合約之條款及條件簽立有關該物業的正式買賣合約（「**正式合約**」）。買方須於簽署正式合約時決定是否選擇獲取該優惠。

The Purchaser shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “**Agreement**”) within 5 working days after signing the preliminary Agreement for Sale and Purchase of the Property (the “**Preliminary Agreement**”) in accordance with the terms and conditions contained in the Preliminary Agreement. The Purchaser shall, at signing of the Agreement, decide whether to opt for the Benefit.

- (b) 如買方決定選擇獲取該優惠，買方須於簽署正式合約時同時簽署有關在該物業買賣成交前佔用該物業之許可協議（「**許可協議**」）（格式及內容由賣方訂明，買方不得要求任何修改）。

If the Purchaser decides to opt for obtaining the Benefit, the Purchaser shall execute a licence agreement of the Property (in such form and substance as the Vendor may prescribe and the Purchaser shall not request any amendment thereto) for the pre-completion occupation of the Property (the “**Licence Agreement**”) simultaneously when the Purchaser executes the Agreement.

- (c) 就上述許可協議，買方確認知悉並同意以下各項：

The Purchaser acknowledges and agrees to the following regarding the Licence Agreement:

- (i) 許可佔用期由簽署臨時合約日期後第\_\_\_\_天（「指明日期」）至簽署臨時合約日期後第\_\_\_\_天當日（「成交日期」）為止，或如提早進行該物業買賣之成交，至實際成交日期為止；

The licence period shall commence from the \_\_\_\_ day after the date of signing of the Preliminary Agreement (the “Specified Date”) until the \_\_\_\_ day after the date of signing of the Preliminary Agreement (the “Completion Date”), or if completion of sale and purchase of the Property takes place earlier, until the date of which completion actually takes place;

- (ii) 許可佔用期之許可費用金額為樓價 5%，於簽署臨時合約日期後第\_\_\_\_天支付。許可費按金為HK\$30,000；

The licence fee during the licence period equals to 5% of the Purchase Price, being payable on the \_\_\_\_ day after the date of signing of the Preliminary Agreement. The licence fee deposit is in the amount of HK\$30,000;

- (iii) 買方必須負責繳付許可協議之印花稅裁定費及印花稅（如有）、準備和簽署許可協議所需之所有律師費及於許可佔用期內該物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等。

The Purchaser shall be responsible to pay for the stamp duty adjudication fee and stamp duty (if

any) on the Licence Agreement, the legal costs for the preparation and execution of the Licence Agreement and the management fees, government rates and rents, utilities charges, utilities deposits and all other outgoings, etc. of the Property during the licence period.

(d) 買方就許可協議確認知悉並同意以下各項：

The Purchaser acknowledges and agrees to the following regarding the Licence Agreement:

(i) 若買方選擇獲取該優惠，許可協議將包含一項條款，即買方不得於成交日期或之前轉售該物業，或提名任何第三方接受該物業的轉讓或以其他方式將其根據正式合約的利益轉讓給任何第三方；

if the Purchaser opts for obtaining the Benefit, the Licence Agreement will contain a clause that the Purchaser shall not sub-sell the Property or nominate any third party to take up the assignment of the Property or to otherwise transfer its benefit under the Agreement to any third party on or before the Completion Date;

(ii) 若買方選擇獲取該優惠，倘買方未能遵守、履行或符合許可協議內任何條款或條件，應被視為違反正式合約（且不損害賣方於正式合約及其他適用法律下之其他權利及申索）。

if the Purchaser opts for obtaining the Benefit, in the event the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in the Licence Agreement, the Purchaser shall be deemed to be in breach of the Agreement (without prejudice to the Vendor's rights and claims against the Purchaser under the Agreement and the applicable laws).

(e) 賣方確認，若買方已選擇獲取該優惠，如：(i) 該物業的樓價依照正式合約訂定的日期付清（以賣方代表律師實際收到款項日期計算；必須嚴格遵行所有時間限制）；(ii) 已依照正式合約完成該物業的買賣；(iii) 許可費用均依照許可協議訂定的日期付清及 (iv) 許可協議的條款和條件全面均已遵守，則賣方會在該物業買賣完成時將該物業許可佔用期中已支付之許可費用的總數直接用於支付部份樓價餘額。

The Vendor confirms that if the Purchaser has opted for obtaining the Benefit, if: (i) Purchase Price of the Property has been fully settled according to the date(s) stipulated in the Agreement (the date of settlement shall be the actual date on which payment is received by Vendor's solicitors; time shall be of the essence); (ii) the sale and purchase of the Property has been completed pursuant to the Agreement; (iii) the licence fee has been fully paid according to the date(s) stipulated in the Licence Agreement and (iv) the terms and conditions of the Licence Agreement have been complied with in all respects, the Vendor will apply the total sum of the licence fee paid during the licence period of the Property towards settlement of part of the balance of the Purchase Price upon completion of the sale and purchase of the Property.

2. 在完全遵守、履行及符合閣下於本函、許可協議、臨時合約及正式合約所列的條款及條件的前提下，該優惠方會提供。假如本函、許可協議、臨時合約或正式合約內任何條款或條件未被買方遵守、履行或符合，賣方有權即時撤銷該優惠，且並不損害賣方於有關本函、許可協議、臨時合約或正式合約或其他適用法律下之其他權利及申索。

The provision of the Benefit is subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Licence Agreement, the Preliminary Agreement and the Agreement on the Purchaser's part. In the event that any of the terms and conditions contained in this Letter, the Licence Agreement, Preliminary Agreement or the Agreement has not been observed performed or complied with by the Purchaser, the Vendor shall be entitled to withdraw the Benefit forthwith without prejudice to the Vendor's other rights and claims under this Letter, the Licence Agreement, Preliminary Agreement or Agreement or other applicable laws.

3. 所有根據本函條款及條件賦予買方之權利及優惠均不能轉讓及轉移，及只能由買方本人行使及享用。All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

4. 本函為一獨立於臨時合約及正式合約之協議，其任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補償均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會被任何方式損害、變更或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑，若賣方未能履行其於本函內之責任，買方仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只限於為了取得損害賠償的申索。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing herein

shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

5. 任何與本函任何條款及條件有關的爭議，概由賣方享有最終決定權。  
In case of any dispute in relation to any terms and conditions of this Letter, the Vendor shall have the right of final decision.
6. 不論本函任何其他條款的規定，並非本函一方的人無權根據合約（第三者權利）條例強制執行本函的任何條款。  
Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.
7. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。  
The Chinese translation of this Letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

賣方代表簽署

Signed for and on behalf of the Vendor

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經妥當及謹慎考慮本函之內容後，以賣方於我 / 我們書面要求後30天內支付HK\$1.00予我 / 我們作為代價，我/我們同意接受本函及受本函所有條款及條件規限。

After due and careful consideration of the content of this Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out, in consideration of the payment to me/us of HK\$1.00 by the Vendor within 30 days after our written demand.

買方簽署

Signed by the Purchaser

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日期 Date:

**「代繳從價印花稅優惠」確認函**

**Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit”**

期數名稱及地址： 香港九龍窩打老道128號128 WATERLOO  
Name and address of the Phase: 128 WATERLOO, No.128 Waterloo Road, Kowloon, Hong Kong

該物業 Property： 樓 Floor： 單位 Flat：

賣方 Vendor： 潘隆發展有限公司 Great Prosper Development Limited

買方 Purchaser：

香港身份證/護照/商業登記證號碼：  
H.K.I.D./Passport/Business Registration No.：

1. 如買方依照該物業之臨時買賣合約（「臨時合約」）及其後之買賣合約（「正式合約」）訂定的日期付清每一期訂金、部份樓價及樓價餘款，買方可享有代繳從價印花稅優惠（「該優惠」）。

If the Purchaser settles each of the deposit(s), part payment(s) of the purchase price and the balance of the purchase price<sup>^</sup> according to the respective dates stipulated in the preliminary agreement for sale and purchase of the Property (“PASP”) and the subsequent agreement for sale and purchase (“ASP”), the Purchaser will be entitled to the Ad Valorem Stamp Duty Benefit (the “Benefit”).

<sup>^</sup> 以賣方代表律師實際收到款項日期計算。

<sup>^</sup> the actual date of payment(s) received by the Vendor’s solicitors shall be considered as the date of settlement of payment by the Purchaser.

2. 賣方會代買方繳付正式合約所須繳付的從價印花稅。賣方代繳付的從價印花稅款額上限為樓價的 3.75%，超出上限的從價印花稅款額（如有）由買方自行承擔。若買方簽署臨時合約時擁有其他任何香港住宅物業（「原物業」），並於其後售出原物業並向印花稅署申請退還部分從價印花稅，買方不須將退還稅項任何部份支付賣方。

the Vendor will pay the ad valorem stamp duty payable by the Purchaser in respect of the ASP. The amount of the ad valorem stamp duty to be paid by the Vendor shall be capped at 3.75% of the purchase price, and the excess amount of the ad valorem stamp duty (if any) shall be borne and paid by the Purchaser. If the Purchaser owns any other residential property in Hong Kong (the “original property”) at the time of signing of the PASP, and subsequently sells the original property and then applies to the Stamp Office for refund of part of the ad valorem stamp duty paid, the Purchaser is not required to reimburse any part of the refund to the Vendor.

3. 所有因遲交從價印花稅或其他原因所招致的附加印花稅及罰款（如有）一概由買方負責，賣方並不會就此負上任何責任。

All additional stamp duty and penalty (if any) incurred by late payment of the ad valorem stamp duty or other reasons shall be borne by the Purchaser solely. The Vendor will not bear any liability whatsoever in this respect.

4. 在不損害本函第 5 條的一般性的原則下，如因任何原因未能完成該物業之買賣，或正式合約因任何原因被取消或中止，自印花稅署發還之由賣方繳付的從價印花稅將須退還予賣方。

Without prejudice to the generality of Clause 5 of this Letter, if the sale and purchase of the Property cannot be completed for any reason, or the ASP is cancelled or terminated for any reason, the ad valorem stamp duty paid by the Vendor and refunded from the Stamp Office shall be returned to the Vendor.

5. 一旦買方未能遵守、履行或遵從本函條款、臨時合約及正式合約內任何條款或條件，賣方有權撤銷該優惠及／或要求退還該優惠，且不影響賣方在臨時合約、正式合約或法律上之其他權利與申索。買方只可就本函向賣方提出損害賠償之申索。

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Letter, the PASP and the ASP, the Vendor shall be entitled to withdraw the payment of the Benefit forthwith and/or ask for refund of the Benefit without prejudice to the Vendor's other rights and claims under the PASP and the ASP or at law. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.



6. 在本函中的時間規定須嚴格遵守。

Time shall be of the essence of this Letter.

7. 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約及正式合約內的任何條款及／或條件。賣方在臨時合約及正式合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及正式合約的運作、有效性或可強制執行性或相關臨時合約或相關正式合約各方的權利、義務或責任。

This Letter is an agreement independent of the PASP and the ASP and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the PASP and the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the PASP and the ASP and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP and the ASP or the rights, duties or obligations of the parties to the PASP and the ASP.

8. 本函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.

9. 不論本函任何其他條款的規定，並非本函一方的人無權根據《合約（第三者權利）條例》（第 623 章）強制執行本函的任何條款。

Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.

10. 任何與本函任何條款及條件有關的爭議，概由賣方享有最終決定權。

In case of any dispute in relation to any terms and conditions of this Letter, the Vendor shall have the right of final decision.

賣方代表簽署

Signed for and on behalf of the Vendor

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經妥當及謹慎考慮本函之內容後，我/我們同意接受本函及受本函所有條款及條件規限。

After due and careful consideration of the content of this Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署

Signed by the Purchaser

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日期 Date:

# 128 WATERLOO

## 投標提交文件清單 TENDER SUBMISSION CHECKLIST

在方格內加上✓號 Tick Box	項目 Item	文件 Document	備註 Remarks
<input type="checkbox"/>	1)	經投標者填妥並簽署的投標表格 (附件 A) 連同下列文件： Form of Tender ( <b>Appendix A</b> ) duly completed and signed by the tenderer and <b>attached</b> with :-  (a) 招標公告 Tender Notice (b) 出售條件 (附件 B) Conditions of Sale ( <b>Appendix B</b> )	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	2)	經投標者填妥及簽署的「對買方的警告」(附件 C) Warning to Purchasers ( <b>Appendix C</b> ) duly completed and signed by the tenderer	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	3)	經投標者填妥及簽署的「與賣方關係的聲明」(附件 D) Declaration of Relationship with the Vendor ( <b>Appendix D</b> ) duly completed and signed by the tenderer	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	4)	經投標者填妥及簽署的「個人資料收集聲明」(附件 E) Personal Information Collection Statement ( <b>Appendix E</b> ) duly signed by the tenderer	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	5)	經投標者填妥及簽署的「關於中介人的聲明」(附件 F) 連同投標者委任之地產代理 / 營業員 (如有) 的牌照副本及名片 Declaration in relation to Intermediary ( <b>Appendix F</b> ) duly completed and signed by the tenderer together with a copy of the estate agent's/salesperson's licence and name card of the estate agent/salesperson (if any) appointed by the tenderer	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	6)	經投標者填妥及簽署的「關於延長保養欠妥之處的確認函」(附件 G) An Acknowledgement Letter regarding Extended Defect Warranty ( <b>Appendix G</b> ) duly signed by the tenderer	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	7)	經投標者填妥及簽署的「關於贈品的確認函」(附件 H)； An Acknowledgement Letter regarding Gifts ( <b>Appendix H</b> ) duly completed and signed by the Tenderer;	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	8)	經投標者填妥及簽署的「關於參觀物業的確認函」(附件 I)； An Acknowledgement Letter regarding Viewing of Property ( <b>Appendix I</b> ) duly completed and signed by the Tenderer;	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	9)	經投標者填妥及簽署的「賣方資料表格」(附件 J)； A Vendor's Information Form ( <b>Appendix J</b> ) duly completed and signed by the Tenderer;	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>

<input type="checkbox"/>	10)	(如適用) 經投標者填妥及簽署的「先住後付優惠確認函」(附件 K) ; (if applicable) An Acknowledgement Letter regarding Early Occupation Benefit (Appendix K) duly completed and signed by the Tenderer;	提交一式兩份經簽署的版本 Submit signed version in DUPLICATE
<input type="checkbox"/>	11)	(如適用) 經投標者填妥及簽署的「代繳從價印花稅優惠確認函」(附件 L) ; (if applicable) An Acknowledgement Letter regarding Ad Valorem Stamp Duty Benefit (Appendix L) duly completed and signed by the Tenderer;	提交一式兩份經簽署的版本 Submit signed version in DUPLICATE
<input type="checkbox"/>	12)	抬頭為「的近律師行」的銀行本票及支票 (如適用) (以支付投標表格中提出的樓價的 5%) Cashier's Order(s) and cheque(s) (if applicable) (for 5% of the Purchase Price tendered in the Form of Tender) payable to "Deacons".	
<input type="checkbox"/>	13)	* (適用於個人投標者) 投標者的香港身份證 / 護照副本 * (For individual tenderer) Copy(ies) of Hong Kong Identity Card(s) / Passport(s) of the tenderer	
<input type="checkbox"/>	14)	* (適用於公司投標者) * (For company tenderer)  (a) 投標者的商業登記證書副本 (如有)、公司註冊證書副本 Copy(ies) of Business Registration Certificate (if any), Certificate of Incorporation of the Tenderer (b) 投標者之董事的香港身份證 / 護照副本 copy(ies) of the Hong Kong Identity Card(s) / Passport(s) of the director(s) of the tenderer (c) 投標者的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) copy of Board Resolutions of the tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed (d) * (適用於香港公司) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本 * (For Hong Kong companies) copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) (e) * (適用於根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司) 最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本 * (For Non-Hong Kong Companies registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) (f) * (適用於沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司或如提供海外地址) 由投標者的一位董事認證的最新之董事名冊及股東名冊副本 * (For any Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copies of the latest register of directors and register of members certified by a director of the tenderer	

□	15)	* (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 * (If tender is submitted by attorney) Original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer	
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**\*請刪除不適用者**

**\*Delete where inapplicable**