Tender No.: * **招標號碼：***	☐ ART-9		

(Please refer to column (A) of Part I of the Schedule to the Tender Notice for details)

(詳情請參考招標公告附表第 I 部分(A)欄)

*(Please put a tick (✓) in the appropriate box)

*(請以剔號(✓)填於適用的格子內)

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of any one of the following properties:-

Flat B3 on 2nd Floor with Flat Roof
Flat B1 on 23rd Floor with Balcony and Roof

at Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

Tender commences at the date and time set out in column (C) of Part I of the Schedule to the Tender Notice (the "Tender Commencement Date and Time")
and closes at the date and time set out in column (D) of Part I of the Schedule to the Tender Notice (the "Tender Closing Date and Time")
(unless previously withdrawn or sold)

Tenders must be submitted between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled **"ARBOUR Tender Box**" placed at 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong in a sealed plain envelope and clearly marked "**ARBOUR (ART-9)**".

Vendor
Success Sheen Limited
(remark: the place of incorporation of the Vendor is British Virgin Islands and the liability of the members of the Vendor is limited)
72/F -76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

Vendor's Solicitors
Zhong Lun Law Firm LLP
(中倫律師事務所有限法律責任合夥)
4th Floor, Jardine House, No. 1 Connaught Place, Central, Hong Kong

Contacts
Mr. Louis Pe
Tel : 2829 2520 Fax : 2845 2510

Vendor's Agent
Henderson Property Agency Limited
(恒基物業代理有限公司)
31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Contacts
Mr. Mark Hahn
Tel: 8208 0110 Fax: 2234 7869

招標文件

公開招標承投購買物業

現招標承投購買下列任何一個物業 ：

位於香港九龍德成街 2 號本木

2 樓 B3 單位連平台
23 樓 B1 單位連露台及天台

(物業詳情列於招標公告附表第 I 部分(B)欄)

招標開始日期及時間載於招標公告附表第 I 部分(C)欄 (「招標開始日期及時間」)
而招標截止日期及時間載於招標公告附表第 I 部分(D)欄 (「招標截止日期及時間」)
(但若在招標截止時限之前物業已被撤回或出售則除外)

在招標開始日期及時間起至招標截止日期及時間止期間，投標書須放入普通信封內密封，信封面上清楚註明「**本木 (ART-9)**」，放入位於香港中環港景街 1 號國際金融中心一期 31 樓擺放的標示為「**本木投標箱**」的投標箱內。

賣方
Success Sheen Limited
((成輝有限公司) 並以成輝地產有限公司之名稱在香港經營業務)
(註：賣方的成立為法團所在地方為英屬維爾京群島, 而賣方的成員之法律責任是有限的)
香港中環金融街 8 號國際金融中心二期 72 樓 – 76 樓

賣方律師
Zhong Lun Law Firm LLP
(中倫律師事務所有限法律責任合夥)
香港中環康樂廣場 1 號怡和大廈 4 字樓

聯絡人
白鴻滕律師
電話號碼 : 2829 2520　傳真號碼 : 2845 2510

賣方代理人
Henderson Property Agency Limited
(恒基物業代理有限公司)
香港中環港景街 1 號國際金融中心一期 31 樓

聯絡人
韓家輝先生
電話號碼: 8208 0110　　傳真號碼: 2234 7869

Property :	**Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong**
	Flat B3 on 2nd Floor with Flat Roof
	Flat B1 on 23rd Floor with Balcony and Roof

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

TENDER SUBMISSION CHECKLIST

Item	**Document**	**Remarks**
1)	Form of Tender (Appendix A) duly completed and signed by tenderer(s) and **attached** with :- (a) Tender Notice (b) Conditions of Sale (Appendix B)	Submit one signed version **and dated**
2)	Notice Regarding Exclusion Clause on the Contracts (Rights of Third Parties) Ordinance (Appendix C) duly signed by the tenderer(s)	Submit one signed version **but left undated**
3)	Letter of Confirmation of Relationship with the Vendor (Appendix D) duly signed by the tenderer(s)	Submit one signed version **but left undated**
4)	Warning to Purchasers (Appendix E) duly signed by the tenderer(s)	Submit one signed version **but left undated**
5)	Personal Information Collection Statement (Appendix F) duly signed by the tenderer(s)	Submit one signed version **but left undated**
6)	Acknowledgement Letter Relating to the Property (Appendix G) duly signed by the tenderer(s)	Submit one signed version **but left undated**
7)	Vendor's Information Form (Appendix H) duly signed by the tenderer(s)	Submit one signed version **but left undated**
8)	Tenderer's / Introducer's Declaration (Appendix I) duly signed by the tenderer(s) and the Introducer respectively	Submit one signed version **but left undated**
9)	Cashier's Order(s) and/or Cheque(s) (for 5% of purchase price tendered in the Form of Tender) payable to "**Zhong Lun Law Firm LLP**" (of which not less than HK$200,000.00 must be made by way of cashier's order(s))	
10)	Copy of Identity Card(s) / Business Registration Certificate(s) of tenderer(s)	
11)	Copy of Estate Agent's Licence of the Introducer (individual)	

本物業 ：	**香港九龍德成街 2 號本木**
	2 樓 B3 單位連平台
	23 樓 B1 單位連露台及天台

(物業詳情列於招標公告附表第 I 部份(B)欄)
投標提交文件清單

項目	文件	備註
1)	經投標者妥當填寫並簽署的投標表格 **(附件 A)** 連同下列文件 ： (a) 招標公告 (b) 出售條款 **(附件 B)**	提交一份經簽署的版本 及填上日期
2)	經投標者妥當簽署的關於 «合約(第三者權利)條例» 豁免條款的通知書 (**附件C**)	提交一份經簽署的版本 不用填寫日期
3)	經投標者妥當簽署的「有關與賣方之關係」的確認書 **(附件 D)**	提交一份經簽署的版本 不用填寫日期
4)	經投標者妥當簽署的「對買方的警告」**(附件 E)**	提交一份經簽署的版本 不用填寫日期
5)	經投標者妥當簽署的「個人資料收集聲明」**(附件 F)**	提交一份經簽署的版本 不用填寫日期
6)	經投標者妥當簽署的「承購單位之確認函」**(附件 G)**	提交一份經簽署的版本 不用填寫日期
7)	經投標者妥當簽署的「賣方資料表格」**(附件 H)**	提交一份經簽署的版本 不用填寫日期
8)	經投標者及介紹人分別妥當簽署的 「投標者/介紹人聲明」 **(附件 I)**	提交一份經簽署的版本 不用填寫日期
9)	抬頭寫「中倫律師事務所有限法律責任合夥」 的銀行本票或支票 (以支付投標表格中的投標買價的 5%) (其中不少於港幣$200,000.00 必須以本票支付)	
10)	投標者的身份證/商業登記証副本	
11)	介紹人(個人)的地產代理牌照副本	

TENDER NOTICE

1. Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company (the "**Vendor**") invites tenders for the purchase of the properties described below (the "**Properties for Tender**" which may be revised by the Vendor from time to time at its absolute discretion, and if and when the offer contained in the Form of Tender of any one of the Tendered Property is accepted by the Vendor, the Tendered Property described in such specified Form of Tender shall mean the "**Property**") on the terms and conditions contained in this Tender Notice, the Form of Tender (the "**Form of Tender**") and the Conditions of Sale (the "**Conditions of Sale**") as **Appendix A** and **Appendix B** in the form annexed to this Tender Notice in respect of each of the Tendered Property respectively.

Properties for Tender

Flat B3 on 2nd Floor with Flat Roof
Flat B1 on 23rd Floor with Balcony and Roof

at Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong
(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

2. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Chapter 621 of the Laws of Hong Kong) (the "**Ordinance**") is set out in the **Vendor's Information Form** annexed hereto as **Appendix H.**

3. (a) The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
   (b) The Vendor reserves the right, at any time before the Tender Closing Date and Time, to accept any tender submitted.
   (c) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose of all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
   (d) The Tender Document is made available for collection free of charge during the period as specified in column (E) of Part I of the Schedule to this Tender Notice at 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong. The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender as specified in column (D) of Part I of the Schedule to the Tender Notice, any property removed from or added to the Properties for Tender as specified in column (B) of Part I of the Schedule to this Tender Notice and any modification, amendment or revision of this Tender Document will be posted at 31/F, One

International Finance Centre, 1 Harbour View Street, Central, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.

(e) The Vendor will not consider any tender submitted subject to conditions imposed by the tenderer.

(f) No tender shall be retractable.

(g) In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced during the Daily Tender Period on a particular date, no submission of tender shall be made on that particular date and any tender previously submitted on that particular date before such announcement will be disregarded.

4. Tenderers should note the following:-

(a) The successful tenderer should instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor. Please refer to the bilingual version of the "Warning to Purchasers" referred to in paragraph 14 of this Tender Notice.

(b) The Vendor's Solicitors, Messrs. Zhong Lun Law Firm LLP, do not act for any tenderers in the process of this tender.

5. A tender must be:-

(a) made in one counterpart in the **Form of Tender** for each Tendered Property (which Form of Tender should be attached with this Tender Notice and the Conditions of Sale and the Appendices thereto);

(b) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope **"ARBOUR (ART-9)"**; and

(c) placed in the Tender Box labelled "**ARBOUR Tender Box**" placed at the office of the Vendor's Agent at 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong during the Daily Tender Period.

6. A TENDERER MUST ALSO FORWARD WITH HIS TENDER in respect of each Tendered Property the following:-

(a) Cashier's order(s) and (if any) cheque(s) in the total sum equal to 5% of the purchase price tendered, being the preliminary deposit for the tender, made payable to "**Zhong Lun Law Firm LLP**" and issued by licensed bank(s) in Hong Kong (of which not less than HK$200,000.00 must be made by way of cashier's order(s)).

(b) Notice Regarding Exclusion Clause on the Contracts (Rights of Third Parties) Ordinance (in the form annexed hereto as **Appendix C**) duly signed by the tenderer(s) **but left undated**.

(c) Letter of Confirmation of "Relationship with the Vendor" (in the form annexed hereto as

Appendix D) duly signed by the tenderer(s) **but left undated**.

(d) The "Warning to Purchasers" (in the form annexed hereto as **Appendix E**) duly signed by the tenderer(s) **but left undated**.

(e) The "Personal Information Collection Statement" (in the form annexed hereto as **Appendix F**) duly signed by the tenderer(s) **but left undated**.

(f) Acknowledgement Letter Relating to the Property (in the form annexed hereto as **Appendix G**) duly signed by the tenderer(s) **but left undated**.

(g) The Vendor's Information Form (in the form annexed hereto as **Appendix H**) duly signed by the tenderer(s) **but left undated**.

(h) Tenderer's / Introducer's Declaration (in the form annexed hereto as **Appendix I**) duly signed by the tenderer(s) and the Introducer respectively **but left undated**.

7. All cashier's order(s) and (if any) cheque(s) forwarded by the tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and (if any) cheque(s) submitted therewith will be treated as a deposit towards and applied in part payment of the purchase price tendered. All other cashier's order(s) and (if any) cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days after the Date of Acceptance, to the unsuccessful tenderers at the address stated in their tenders or by other ways as the Vendor and the unsuccessful tenderers may mutually agree.

8. (a) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal and the name(s) of the contact person(s) of his principal.

(b) A tenderer who is a body corporate should clearly state its correspondence address, the name of its contact person and its telephone and facsimile numbers in the Form of Tender.

9. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 9(b) below, every tender shall constitute an irrevocable formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Form of Tender and the Conditions of Sale on or before the Date of Acceptance. After the Form of Tender has been submitted, no tenderer may withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Date of Acceptance.

(b) In consideration of the provision and undertaking referred to in paragraph 9(a) above, the Vendor promises to pay each tenderer HK$10.00 upon receipt of a written demand from such tenderer prior to his submission of his tender.

10. If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "**Purchaser**") and:-
    (a) he will be notified of the acceptance of his tender by a letter personally delivered to him at or posted to the address stated in his Form of Tender not later than the Date of Acceptance; and
    (b) within five (5) working days after the date of the said letter, the Purchaser shall sign the formal Agreement for Sale and Purchase in the form referred to in the Conditions of Sale and in the manner as specified by the Vendor.

11. Tenderers should note that in the event the successful tenderer fails to pay the further deposit or to pay the part payment of the purchase price tendered (if any) or the balance of the purchase price tendered or to complete the purchase of the Property in accordance with the Conditions of Sale and/or the formal Agreement for Sale and Purchase, the Vendor shall have such rights and remedies against the successful tenderer as specified in the Form of Tender, the Conditions of Sale and/or the formal Agreement for Sale and Purchase.

12. Tenderers should note that the Vendor will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's Agent.

13. Tenderers should note that whilst the Vendor may in its discretion answer questions of a general nature concerning the Property, no statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall form or be deemed to form part of this Tender Notice or to amplify, alter, negate, waive, or otherwise vary any of the terms or conditions as are set out in this Tender Notice, the Form of Tender or the Conditions of Sale or give rise to any legal obligation on the part of the Vendor.

14. A bilingual version of the "Warning to Purchasers" referred to in Condition 9 of the Conditions of Sale is attached hereto as **Appendix E**.

15. A Chinese translation of the Tender Document is attached. In the event of any doubt or dispute in the interpretation of the Tender Document, the Vendor's intention as expressed in the English version shall prevail.

16. For the purpose of this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires :-

"Daily Tender Period"	means the period between the Tender Commencement Date and Time and the Tender Closing Date and Time on any one particular date.
"Date of Acceptance"	means the date on which the Vendor accepts a tender, which shall be

within the period falling thirty (30) working days after the closing date of the tender.

"Tender Document" means this Tender Document comprising:-

(i) Tender Notice;

(ii) Form of Tender (in the form annexed to the Tender Notice as Appendix A);

(iii) Conditions of Sale (in the form annexed to the Tender Notice as Appendix B);

(iv) Notice Regarding Exclusion Clause on the Contracts (Rights of Third Parties) Ordinance (in the form annexed to the Tender Notice as Appendix C);

(v) Letter of Confirmation of Relationship with Vendor (in the form annexed to the Tender Notice as Appendix D);

(vi) Warning to Purchasers (in the form annexed to the Tender Notice as Appendix E);

(vii) Personal Information Collection Statement (in the form annexed to the Tender Notice as Appendix F);

(viii) Acknowledgement Letter Relating to the Property (in the form annexed to the Tender Notice as Appendix G);

(ix) Vendor's Information Form (in the form annexed to the Tender Notice as Appendix H); and

(x) Tenderer's / Introducer's Declaration (in the form annexed to the Tender Notice as Appendix I).

"Tendered Property" means the property set out in the Form of Tender in respect of each of the Properties for Tender.

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Schedule to the Tender Notice

Part I

(A) Tender No.	(B) Properties for Tender (unless previously withdrawn or sold)	(C) Tender Commencement Date and Time	(D) Tender Closing Date and Time	(E) Period for Collection of Tender Document
ART-9	Please refer to Part II of this Schedule	Every day from 1 July 2026 until 30 December 2026 (both days inclusive), 12:00 noon	Every day from 1 July 2026 until 30 December 2026 (both days inclusive), 4:00 p.m.	From 1 July 2026 until 30 December 2026 (both days inclusive) from 12:00 noon to 8:00 p.m.

Part II

1. Flat B3 on 2nd Floor with Flat Roof, Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

2. Flat B1 on 23rd Floor with Balcony and Roof, Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

招標公告

1. 成輝有限公司 (並以成輝地產有限公司之名稱在香港經營業務)，其成員之法律責任是有限的，而其成立為法團所在地方為英屬維爾京群島，並在香港註冊為註冊非香港公司(以下簡稱「**賣方**」) 就每一個投標物業而言現按照本招標公告及附連於本招標公告的附件A的投標表格 (以下簡稱「**投標表格**」) 和附件B的出售條款 (以下簡稱「**出售條款**」) 所訂明的條款及條件招標承投購買以下所述的物業(「**招標物業**」由賣方以其絕對酌情權可不時修訂，及如果及一旦就任何投標物業的投標表格所載的要約獲賣方接納時，投標表格所指明的投標物業稱為「**物業**」)。

招標物業

位於香港九龍德成街2號本木

2 樓B3單位連平台
23樓B1單位連露台及天台

(物業詳情列於招標公告附表第I部分(B)欄)

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2. 賣方根據《一手住宅物業銷售條例》(香港法例第621章) (以下簡稱「**該條例**」) 第68條提供的資料列於附連於本招標公告的**附件H**的**賣方資料表格**。

3. (a) 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

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

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

(d) 招標文件可於招標公告附表第I部分(E)欄中所述時段內於香港中環港景街1號國際金融中心一期31樓免費索取。 賣方保留權利更改任何招標物業的招標截止日期及時間、減少或增加招標公告附表第I部分(B)欄中訂明的招標物業，以及變更、修訂或修改招標文件的任何部分。招標公告附表第I部分(D)欄中訂明的適用於任何招標物業的招標截止日期及時間如有任何更改、招標公告附表第I部分(B)欄中訂明的招標物業如有減少或增加物業，以及招標文件的任何變更、修訂或修改，將會於香港中環港景街1號國際金融中心一期31樓張貼通知。賣方無須就上述更改、變更、修訂或修改另行通知投標者。

(e) 賣方不會考慮由投標者強行附加條件之任何投標書。

(f) 所有投標書不得撤回。

(g) 如於任何一日的每日投標期間發出黑色暴雨警告或八號或以上颱風信號，當日將不設遞交投標書及任何於當日發出該信號之前所遞交之投標書均不作受理。

4. 投標者須注意以下事項:

(a) 中標者必須委託其自己的獨立律師代表其就以下事宜行事: (i)在賣方接納其投標書後將會訂立的正式買賣合約，及(ii) 物業的其後轉讓契；或其可委託賣方律師既代表賣方又代表其本人行事。請參見本招標公告第14段「對買方的警告」的中英文雙語文本。

(b) 賣方律師(即**中倫律師事務所有限法律責任合夥**)在本投標過程中不代表任何投標者。

5. 投標書必須:

(a) 就每一個投標物業採用夾附的投標表格 (連同本招標公告及出售條款及其附件)，填妥一份;

(b) 放入普通信封內封密，信封面上書明賣方收啟，並清楚註明「**本木 (ART-9)**」; 以及

(c) 從每日投標期間，放入賣方代理人位於香港中環港景街1號國際金融中心一期31樓的辦事處擺放的標示為「**本木投標箱**」的投標箱內。

6. 投標者就每一個投標物業遞交投標書時，必須同時附上下列文件 :

(a) 由香港持牌銀行發出之本票及(如有)支票，總金額相等於投標買價的5%作為臨時訂金，抬頭寫「**中倫律師事務所有限法律責任合夥**」(其中不少於港幣$200,000.00必須以本票支付)。

(b) 經投標者妥當簽署的關於 «合約(第三者權利)條例» 豁免條款的通知書(按照附連於本招標公告的**附件C**所列的格式)，<u>不用填寫日期</u>。

(c) 經投標者妥當簽署的「有關與賣方之關係」的確認書(按照附連於本招標公告的**附件D**所列的格式)，<u>不用填寫日期</u>。

(d) 經投標者妥當簽署的「對買方的警告」(按照附連於本招標公告的**附件E**所列的格式)，<u>不用填寫日期</u>。

(e) 經投標者妥當簽署的「個人資料收集聲明」(按照附連於本招標公告的**附件F**所列的格式)，<u>不用填寫日期</u>。

(f) 經投標者妥當簽署的「承購單位之確認函」(按照附連於本招標公告的附件G所列的格式)，<u>不用填寫日期</u>。

(g) 經投標者妥當簽署的「賣方資料表格」 (按照附連於本招標公告的**附件H**所列的格式)，<u>不用填寫日期</u>。

(h) 經投標者及介紹人分別妥當簽署的「投標者/介紹人聲明」(按照附連於本招標公告的**附件I**所列的格式)，<u>不用填寫日期</u>。

7. 在賣方就收到的投標書作出決定前，所有由投標者送交的銀行本票及(如有)支票均不會予以兌現。如某份投標書獲接納，隨該投標書附上的銀行本票及(如有)支票將被視作為訂金以支付投標買價的部分款項。所有其他銀行本票及(如有)支票將於承約日期後起計**14**天內，按投標書所載地址以專人送達、或通過郵遞方式或以賣方及落選投標者雙方另行同意的方式退還給落選投標者。

8. (a) 以投標者身份簽署投標表格的人士，將被視作為主事人，除非他在投標表格內聲明他僅作為代理人行事；若屬如此，便須同時在投標表格內註明其主事人的姓名/名稱及地址以及聯絡人姓名。

(b) 投標者如為法人團體，須於投標表格清楚註明其通訊地址、聯絡人姓名、電話及傳真號碼。

9. (a) 鑒於賣方作出招標和下文第9(b)段所述的承諾而作為代價，投標書均構成不可撤銷之正式要約，賣方可以在承約日期或之前按照本招標公告及投標表格和出售條款所載的條款及條件，隨時接納投標。投標表格一經遞交，投標者不可撤回其投標書，直至承約日期終結之前，投標書均被當作可被賣方隨時接納。

(b) 鑒於上文第9(a)段所述的條文與承諾而作為代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣10元。

10. 投標如獲接納，中標者即成為物業買方且：

(a) 有關通知信會在承約日期之前按投標表格所載的地址以專人送達、或通過郵遞方式寄予中標者; 及

(b) 在通知信上日期起計5個工作日內，買方應須按照賣方指明的方式，簽署出售條款所述的正式買賣合約。

11. 投標者須注意：中標者如未能按照出售條款及/或正式買賣合約繳付進一步訂金或投標買價部分付款(如有)或投標買價餘額或完成購買物業，賣方保留在投標表格、出售條款及/或正式買賣合約中所指明的權利和補救而向中標者提出申索。

12. 投標者須注意：賣方不會就出售條款或關於物業的法定條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人。

13. 投標者須注意：儘管賣方可酌情回答有關物業之一般問題，賣方任何人員或代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動均不得構成或被當作構成本招標公告的一部分，亦不會或不會被當作為闡釋、更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條款所

列出的任何條款或條件，亦不會對賣方產生任何法律責任。

14. 出售條款第9條提及的「對買方的警告」的中英文雙語文本請參見本招標公告夾附的**附件E**。

15. 本招標文件附有中文譯本。倘若對本招標文件的詮釋有任何懷疑或爭議，概以英文文本中所表達的賣方意向為準。

16. 在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義 :-

「每日投標期間」 指於任何一日當中的招標開始日期及時間至招標截止日期及時間的期間。

「承約日期」 指賣方接受一項投標的日期，並必須於投標截標日期後30個工作天內。

「招標文件」 指本招標文件，包括 :-

(i) 招標公告；
(ii) 投標表格 (附連於本招標公告的附件A)；
(iii) 出售條款 (附連於本招標公告的附件B)；
(iv) 關於 «合約(第三者權利)條例» 豁免條款的通知書 (附連於本招標公告的附件C) ；
(v) 有關與賣方之關係的確認書 (附連於本招標公告的附件D)；
(vi) 對買方的警告 (附連於本招標公告的附件E)；
(vii) 個人資料收集聲明 (附連於本招標公告的附件F)；
(viii) 承購單位之確認函 (附連於本招標公告的附件G)；
(ix) 賣方資料表格 (附連於本招標公告的附件H)；及
(x) 投標者/介紹人聲明 (附連於本招標公告的附件I)。

「投標物業」 指就每一個招標物業於投標表格中訂明所投標的物業。

****

招標公告附表

第I部分

(A) 招標號碼	(B) 招標物業 (除非物業已被撤回或出售)	(C) 招標開始 日期及時間	(D) 招標截止 日期及時間	(E) 索取招標文件期間
ART-9	請參閱本附表 第II部分	每日由2026年7月1日起至2026年12月30日 (包括首尾兩天), 中午十二時正	每日由2026年7月1日起至2026年12月30日 (包括首尾兩天), 下午四時正	由2026年7月1日起至2026年12月30日 (包括首尾兩天), 由中午十二時正 至下午八時正

第II部份

1. 香港九龍德成街2號本木2樓B3單位連平台

2. 香港九龍德成街2號本木23樓B1單位連露台及天台

Appendix A

FORM OF TENDER

Tender for the purchase of a unit in **Arbour** as described below subject to the terms and conditions contained in the Tender Document.

To: Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company having its principal place of business at 72nd -76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong (the "**Vendor**")

1. I/We, _____
having read the Tender Document hereby irrevocably offer to purchase **ONE** of the Properties for Tender (by putting a tick (✓) in the appropriate box below)

☐ 1. Flat B3 on 2nd Floor with Flat Roof, Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

☐ 2. Flat B1 on 23rd Floor with Balcony and Roof, Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

(the "**Tendered Property**") at a price of Hong Kong Dollars

_____

(HK$_____) (the "**Purchase Price**") subject to the terms and conditions set forth in the Tender Document ("**this Tender**") (the Tendered Property will become the "**Property**" once this Tender is accepted by the Vendor).

2. The Purchase Price will be paid in the manner as follows :
(Please confirm the following payment method by putting a tick (✓) in the appropriate box below)

☐ **Payment Method A –** ***"Super 120" Payment Method - 120 days Completion***

(a)	HK$_____	5% of Purchase Price: being initial deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement.
(b)	HK$_____	5% of Purchase Price: being further deposit which shall be paid by the Purchaser within 30 days after signing of the Preliminary Agreement.

(c)	HK$_____	90% of Purchase Price: being balance of the Purchase Price which shall be paid by the Purchaser within 120 days after signing of the Preliminary Agreement.

BENEFITS:

Subject to the conditions as mentioned below, Purchaser who chooses Payment Method (A) shall be entitled to **"Management Fee" Benefit** and **"Appliances Allowance" Benefit** referred to below:

"Management Fee" Benefit

If the Purchaser is a member of the "Henderson Club" and purchases the Property directly through the Vendor's Agent (i.e. Henderson Property Agency Limited) (but not through the other estate agents), the Purchaser will be given management fees of the Property for the period of 24 months after the execution of the Assignment by the Purchaser. If the Purchaser is a limited company, at least one of its directors must be a "Henderson Club" member in order to get this benefit.

"**Appliances Allowance**" **Benefit**

(a) The Purchaser of the Property shall be entitled to a cash subsidy of HK$30,000.00 upon completion as the "Appliances Allowance" Benefit offered by the Vendor ("Appliances Allowance" Benefit).

(b) Upon completion and subject to settlement of the balance of the Purchase Price by the Purchaser, the "Appliances Allowance" Benefit will be applied for part payment of the balance of the Purchase Price directly. For the avoidance of doubt, the "Appliances Allowance" Benefit shall not be applied for any purpose other than for part payment of the balance of the Purchase Price as aforesaid.

3. If this Tender is accepted, then until the formal Agreement for Sale and Purchase as referred to in paragraph 10(b) of the Tender Notice is signed, this Tender together with the Vendor's written acceptance thereof shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Document.

4. I/We hereby confirm and acknowledge to the Vendor that, before the signing and submission of this Tender:-

4.1 The Vendor has made the Tendered Property available for viewing by me/us and:-

☐ I/We have viewed the Tendered Property before submission of this Tender.
OR

☐ I/We have declined to view the Tendered Property before submission of this Tender.

*** Please put a tick (✓) in the appropriate box above**

5. The following are enclosed with this Tender:-

(a) The cashier's order(s) and (if any) cheque(s) in the **TOTAL SUM** of HK$_____, made payable to "**Zhong Lun Law Firm LLP**" as preliminary deposit, which shall be applied in part payment of the Purchase Price for the Property as per paragraph 7 of the Tender Notice, if my/our Tender is accepted :

(i)	Cashier's Order(s) No(s) :	Bank :	Amount : (not less than HK$200,000.00 must be paid by way of Cashier's Orders)

And (if any)

(ii)	Cheque(s) No(s) :	Bank :	Amount :

(b) Notice Regarding Exclusion Clause on the Contracts (Rights of Third Parties) Ordinance (in the form annexed to the Tender Notice as **Appendix C**) duly signed by the tenderer(s) **but left undated**.

(c) Letter of Confirmation of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly signed by the tenderer(s) **but left undated**.

(d) The "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix E**) duly signed by the tenderer(s) **but left undated**.

(e) The "Personal Information Collection Statement" (in the form annexed to the Tender Notice as **Appendix F**) duly signed by the tenderer(s) **but left undated**.

(f) Acknowledgement Letter Relating to the Property (in the form annexed to the Tender Notice as **Appendix G**) duly signed by the tenderer(s) **but left undated**.

(g) The Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix H**) duly signed by the tenderer(s) **but left undated**.

(h) Tenderer's / Introducer's Declaration (in the form annexed to the Tender Notice as **Appendix I**) duly signed by the tenderer(s) and the Introducer respectively **but left undated**.

6. I/We agree that in the event that this Tender is accepted by the Vendor, the submission of the Form of Tender by me/us and the Acceptance of Offer by the Vendor in accordance with the Tender Notice, the Form of Tender and the Conditions of Sale shall constitute the Preliminary Agreement ("the Preliminary Agreement") between the Vendor and me/us for the sale and purchase of the Property and I/we shall :-

(a) pay the further deposit (if any), the part payment of the Purchase Price (if any) and the balance of the Purchase Price at the times stipulated in Paragraph 2 above;

(b) sign the formal Agreement for Sale and Purchase in accordance with Paragraph 10(b) of the Tender Notice; and

(c) carry out and complete the purchase of the Property in accordance with the Conditions of Sale and the formal Agreement for Sale and Purchase as signed.

7. I/We agree and accept that:-

(a) in the event of my/our failure or inability to sign the formal Agreement for Sale and Purchase on or before the date stipulated in the Tender Document, the agreement for the sale and purchase as constituted by the Vendor's acceptance of this Tender shall be terminated by the Vendor whereupon the preliminary deposit paid by me/us shall be forfeited to the Vendor; or

(b) in the event of my/our failure or inability to pay the further deposit or the part payment of the Purchase Price (if any) or the balance of the Purchase Price and complete the purchase of the Property in accordance with terms of the Tender Document and the formal Agreement for Sale and Purchase as signed, the Vendor shall have the right to rescind or to enforce the sale of the Property, and if the Vendor exercises the right of rescission, all payments of deposits and in part payment of the Purchase Price (if any) to the extent of 10% of the Purchase Price shall be wholly forfeited to the Vendor who shall have the right to re-sell the Property or any part of it and to recover from me/us any deficiency, expenses and other loss and damages arising from such resale.

8. I/We confirm and declare that I am/we are fully aware that the sales brochure of the Development is made available to me/us for perusal before submitting this Tender.

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

Dated the _____ day of _____ 20_____.

Name of Tenderer(s)	:	
Signature of Tenderer(s)/ Name(s) and Signature(s) of Authorised Officer(s) of Tenderer(s)	:	
Identity Card No(s)./ Business Registration No(s), (with copy(ies) of Identity Card(s) / Business Registration Certificate(s) attached hereto)	:	
Residential Address/ Correspondence Address	:	
Telephone No(s).	:	
E-mail Address	:	
Facsimile No(s).	:	
Name of Contact Person of Tenderer(s)	:	
Type of Ownership	:	*as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) **** Delete where inapplicable and initial against deletion***
Name of Principal (if applicable)	:	
Address of Principal (if applicable)	:	
Name of Contact Person of Principal (if applicable)	:	

Signature of Witness : _____

Name of Witness : _____

Occupation of Witness : _____

Address of Witness : _____

****

ACCEPTANCE OF OFFER

The above offer is accepted by the Vendor on the _____ day of _____ 20_____ subject to the Tender Document.

Authorized Agent of the Vendor
Henderson Property Agency Limited
(恒基物業代理有限公司)
(for and on behalf of **Success Sheen Limited**)

_____
Authorised Signatory(ies)

附件 A

投標表格

在受到招標文件所載的條款及條件約束的前提下，茲投標承購位於**本木**的單位。

致：Success Sheen Limited (成輝有限公司) (並以成輝地產有限公司之名稱在香港經營業務)，其成員之法律責任是有限的，而其成立為法團所在地方為英屬維爾京群島，並在香港註冊為註冊非香港公司，其營業地點為香港金融街 8 號中環國際金融中心二期 72 樓至 76 樓 (簡稱「**賣方**」)

1. 本人/我們 _____
已閱讀招標文件，特此不可撤銷地提出要約，在受到招標文件所列的條款及條件 (簡稱「**本投標書**」) 約束的前提下，以港幣 _____
_____元
(HK$_____) (簡稱「**買價**」) 購買下列其中一個招標物業(以剔號(✓)填於適用的格子內) (簡稱「**投標物業**」，而當賣方接納本投標書時，投標物業即成為「**物業**」)。

☐ 1. 香港九龍德成街 2 號本木 2 樓 B3 單位連平台

☐ 2. 香港九龍德成街 2 號本木 23 樓 B1 單位連露台及天台

2. 買方將按照下列方式支付買價：
(請確認下列付款計劃，並在適當的格子加上剔號 (✓) 標示。)

☐ *付款計劃 A* – 「優越 120」付款計劃 - 120 天成交

(a) 港幣_____元	買價 5%：臨時訂金於買方簽署臨時合約時支付。
(b) 港幣_____元	買價 5%：加付訂金於買方簽署臨時合約後 30 天內支付。
(c) 港幣_____元	買價 90%：買價餘額於買方簽署臨時合約後 120 天內支付。

優惠:

受下列條款約束，選擇付款計劃(A)之買方可享**「管理費」優惠** 及 **「電器設備津貼」優惠**如下：

「管理費」優惠

如買方為「恒地會」會員並直接經賣方代理人購買物業 (即「**恒基物業代理有限公司**」)(而並非經任何其他地產代理中介)，買方簽署轉讓契後可獲贈 24 個月管理費。如買方為有限公司名義，其中一位董事必須為「恒地會」會員才可獲得此優惠。

「電器設備津貼」優惠

(a) 購入物業的買方成交時將獲贈由賣方提供的港幣$30,000.00 作為「電器設備津貼」優惠(「**電器設備津貼**」優惠)。

(b) 於完成交易時，並在買方付清物業的買價餘額的情況下，「電器設備津貼」優惠將直接用於支付部分買價餘額。為免生疑問，「電器設備津貼」優惠不得用於上述支付部分買價餘額以外其他任何目的。

3. 倘若本投標書被賣方接納，則在招標公告第 10 (b)段所提述的正式買賣合約簽署之前，本投標書連同賣方書面承約將構成本人/我們與賣方之間按照招標文件所載的條款及條件而訂立的一份具約束力協議。

4. 本人/我們特此向賣方確認和通知在簽署和提交本投標書之前：-

4.1 賣方已開放投標物業予本人/我們參觀，並且：-

☐ 本人/我們已於遞交本投標書前參觀投標物業。

或

☐ 本人/我們於遞交本投標書前拒絕參觀投標物業。

** 請於上方適當格子內填上剔號(✓)*

5. 下列文件連同本投標書一併附上：-

(a) **總金額**為港幣_____元且抬頭為「**中倫律師事務所有限法律責任合夥**」的銀行本票及(如有)支票, 若本人/我們的投標書獲得接納，該臨時訂金將按招標公告第 7 段規定用以支付物業買價的部分款項。

(i) 銀行本票

號碼	銀行	金額(其中不少於港幣$200,000.00 必須以本票支付)

及(如有)

(ii) 支票

號碼	銀行	金額

(b) 經投標者妥當簽署的關於 «合約(第三者權利)條例» 豁免條款的通知書(按照附連於招標公告的**附件 C** 所列的格式)，<u>不用填寫日期</u>。

(c) 經投標者妥當簽署的「有關與賣方之關係」的確認書 (按照附連於招標公告的**附件 D** 所列的格式)，<u>不用填寫日期</u>。

(d) 經投標者妥當簽署的「對買方的警告」(按照附連於招標公告的**附件 E** 所列的格式)，<u>不用填寫日期</u>。

(e) 經投標者妥當簽署的「個人資料收集聲明」(按照附連於招標公告的**附件 F** 所列的格式)，<u>不用填寫日期</u>。

(f) 經投標者妥當簽署的「承購單位之確認函」(按照附連於招標公告的**附件G**所列的格式)，<u>不用填寫日期</u>。

(g) 經投標者妥當簽署的「賣方資料表格」 (按照附連於招標公告的**附件H**所列的格式)，不用填寫日期。

(h) 經投標者及介紹人分別妥當簽署的「投標者/介紹人聲明」 (按照附連於招標公告的**附件I**所列的格式)，<u>不用填寫日期</u>。

6. 本人/我們同意如果賣方接納本投標書，本人/我們根據招標公告、投標表格及出售條款遞交的投標表格，以及賣方根據招標公告、投標表格及出售條款接受要約，將成為就有關買賣物業的臨時合約(「**臨時合約**」)，且本人/我們必須：-

(a) 於上述第 2 段規定的時間支付進一步訂金(如有)、買價部分付款(如有)和買價餘款；

(b) 按照招標公告的第 10(b)段簽署正式買賣合約；及

(c) 按照出售條款和簽署的正式買賣合約進行並完成購買物業。

7. 本人/我們同意並接受：-

(a) 如果本人/我們沒有或未能於招標文件訂明簽署的日期簽署正式買賣合約，則賣方將終止由賣方接納本投標書而構成的買賣協議，而本人/我們已支付的臨時訂金將被賣方沒收；或

(b) 如果本人/我們沒有或未能支付進一步訂金或買價部分付款(如有)及/或買價餘款，並且沒有或未能按照招標文件和已簽署的正式買賣合約完成購買物業，賣方有權撤銷或強制執行物業的出售，若賣方行使撤銷權，所有已付的訂金和買價的部分付款(如有)當中達至買價的 10%的款額全歸賣方沒收，而賣方有權再出售物業或其任何部分並向本人/我們追討因上述再出售物業而引致的任何差額、開支及其他損失及損害。

8. 本人/我們確認及聲明，於遞交本投標書前，已知悉發展項目售樓說明書可供本人/我們參閱。

9. 本人/我們授權賣方完成連同本投標書遞交的文件中的細節/日期(現在留白)(如有)。

日期為 20_____年_____月_____日。

投標者名稱 : _____

投標者簽名/獲授權的投標者
職員的名稱及簽名 : _____

身份證號碼/商業登記證號碼
(連同其副本附連於本投標表格) : _____

住宅地址/通訊地址 : _____

電話號碼 : _____

電郵地址 : _____

傳真號碼 : _____

投標者聯絡人的名稱 : _____

擁有權種類 : *作為唯一擁有人/聯權共有人/
分權共有人 (相同份數)
請刪除不適用者並在旁加簽

委託人名稱
(如適用) : _____

委託人地址
(如適用) : _____

委託人聯絡人的名稱
(如適用) : _____

見證人簽名 ：

_____

見證人姓名 ：

_____

見證人職業 ：

_____

見證人地址 ：

_____

****

接受要約

在受到招標文件約束的前提下，上述要約在 20_____年_____月_____日獲賣方接納。

賣方授權代理人
Henderson Property Agency Limited
(恒基物業代理有限公司)
(為且代表 **Success Sheen Limited**)

_____
獲授權之簽署人

Appendix B

CONDITIONS OF SALE

1. In these Conditions of Sale, the following expressions shall have the following meanings except where the context otherwise permits or requires:-

"Acceptance of Offer"	means the Vendor's acceptance of the Purchaser's tender by signifying its acceptance in the Acceptance of Offer at the end of the Form of Tender and notifying the Purchaser pursuant to paragraph 10(a) of the Tender Notice.
"these Conditions"	means these Conditions of Sale.
"Form of Tender"	means the Form of Tender annexed hereto.
"Formal Agreement"	means the formal Agreement for Sale and Purchase to be executed by the Vendor and the Purchaser in accordance with Condition 5 of these Conditions.
"Development"	means **ARBOUR (本木)**, No.2 Tak Shing Street, Kowloon, Hong Kong erected on Kowloon Inland Lot No.11015, Kowloon Inland Lot No.11016, Kowloon Inland Lot No.11017, Kowloon Inland Lot No.11018, Kowloon Inland Lot No.11019 and Kowloon Inland Lot No.11020, and the Property forms part of the Development.
"Preliminary Agreement/this Preliminary Agreement"	means the agreement made hereunder by virtue of the submission of the Form of Tender by the Purchaser and the Acceptance of Offer by the Vendor in accordance with the Tender Notice, the Form of Tender and these Conditions.
"Preliminary Deposit"	has the meaning ascribed to it under Condition 4 of these Conditions.
"Property"	means the Tendered Property set out in the Form of Tender immediately after the offer to purchase under the Form of Tender has been accepted by the Vendor.
"Purchase Price"	means the purchase price tendered in the Form of Tender by the Purchaser.
"Purchaser"	means the successful tenderer whose tender in respect of the Property is accepted by the Vendor.
"Tender Notice"	means the Tender Notice annexed hereto.

"Vendor"	means Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company.
"Vendor's Agent"	means Henderson Property Agency Limited.
"Vendor's Solicitors"	means Zhong Lun Law Firm LLP.
"Vendor's Solicitors' Office"	means 4th Floor, Jardine House, No. 1 Connaught Place, Central, Hong Kong.

2. The Form of Tender (with the Tender Notice and these Conditions of Sale) and the Acceptance of Offer shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

3. In this Preliminary Agreement:-

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

(b) the floor area of an item under Condition 6 and clause (a) of **Schedule 1** hereto is calculated in accordance with section 8(3) of the Ordinance;

(c) the area of an item under Condition 6 and clause (b) of **Schedule 1** hereto is calculated in accordance with Part 2 of Schedule 2 to the Ordinance; and

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

4. Pursuant to paragraph 7 of the Tender Notice, if a tender is accepted, the cashier's order(s) and (if any) cheque(s) in a total sum which is equal to 5% of the Purchase Price submitted along with the Form of Tender (with the Tender Notice and these Conditions) will be treated as preliminary deposit ("**Preliminary Deposit**") (of which not less than HK$200,000.00 of the Preliminary Deposit must be made by way of cashier's order(s)) payable by the Purchaser and shall be held by the Vendor's Solicitors as stakeholder.

5. If a tender is accepted:-

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

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

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

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

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

5.4 The Purchaser shall attend at the Vendor's Solicitors' Office with this Preliminary Agreement within 5 working days after the date of the Acceptance of Offer (in this respect time shall be of the essence) to sign the Formal Agreement in the standard form prepared by the Vendor's Solicitors without amendment.

The standard form of the Formal Agreement is available for inspection at the offices of the Vendor's Agent during the period as set out in column (E) of the Part I of Schedule to the Tender Notice. The Purchaser shall be deemed to have inspected the standard form of the Formal Agreement and the Purchaser will accept the same without amendments.

5.5 If the Purchaser fails to execute the Formal Agreement within 5 working days after the date of the Acceptance of Offer:-

(a) this Preliminary Agreement is terminated;
(b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
(c) the Vendor does not have any further claim against the Purchaser for the failure.

5.6 Completion of the sale and purchase of the Property shall take place at the Vendor's Solicitors' Office at or before 4:30 p.m. on or before the date on which the balance of Purchase Price is due to be paid by the Purchaser as stated in the Form of Tender.

5.7 The Purchaser shall complete the purchase of the Property and pay such part and balance of the Purchase Price at the Vendor's Solicitors' Office in such time and manner as provided in the Form of Tender and the Formal Agreement.

6. The measurements of the Property are set out in **Schedule 1** hereto.

7. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in **Schedule 2** hereto.

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

9. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Condition 10 below (and attached as **Appendix E** to the Tender Notice) and fully understands its contents.

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

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

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

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

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR,** who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用自己的律師，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。

11. The further deposit, the part payment of the Purchase Price (if any) and the balance of the Purchase Price shall be made by cashier's orders or solicitors' cheques. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All such payments of the Purchase Price shall be paid at or before 4:30 p.m. on Mondays to Fridays.

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

13. The Vendor shall sell and the Purchaser shall purchase the Property on an "as is" basis and in the physical state and condition as it stands at the Purchase Price and on the terms and conditions set out in this Preliminary Agreement.

14. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

15. (a) If the Purchaser shall also instruct the Vendor's Solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Formal Agreement and such subsequent Assignment.

(b) If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and the Purchaser shall pay his own solicitors' legal fees in respect of the Formal Agreement and the subsequent Assignment.

(c) All plan fees for the plans to be attached to the Formal Agreement and the subsequent Assignment, the costs of certified copies of the relevant title deeds and documents including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage or charge in respect of the Property.

(d) The Purchaser shall pay the respective due proportions of the costs of and incidental to the preparation, completion and registration of the Deed of Mutual Covenant incorporating a Management Agreement in relation to the Development (the "**DMC**") in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules (Cap.159, sub. leg. G) which include the costs for the provision of a certified copy of the DMC and the plan fees thereof.

16. The Purchaser shall not sub-sell the Property to any third party prior to the signing of the Formal Agreement.

17. The Purchaser will be required to covenant with the Vendor in the Formal Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal 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) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) 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 and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property or any other information required under the Stamp Duty Ordinance (Cap.117); and

(b) 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 Condition 17(a) above.

18. On completion of the sale and purchase of the Property:-

(a) The Purchaser shall accept an Assignment of the Property subject to and with the benefit of the DMC; and

(b) The Purchaser shall pay to the Manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which are payable in respect of the Property (including but not limited to management fees payable in respect of the residential unit and car parking space (if any) comprised in the Property) under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.

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

20. The Purchaser shall promptly inform the Vendor in writing of any changes in correspondence address and telephone number.

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

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

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

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

(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions

contained in sub-clause (c)(i) above.

22. In this Preliminary Agreement, if the context permits or require, the singular number includes the plural and the masculine gender includes the feminine and the neuter.

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

Schedule 1

The measurements of the Property

Flat B3 on 2nd Floor with Flat Roof , Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

(a) The saleable area of the Property is 21.827 square metres / 235 square feet of which-

— square metres/ — square feet is the floor area of the balcony;
— square metres/ — square feet is the floor area of the utility platform; and
— square metres/ — square feet is the floor area of the verandah.

(b) Other measurements are –

the area of the air-conditioning plant room is — square metres/ — square feet;
the area of the bay window is — square metres/ — square feet;
the area of the cockloft is — square metres/ — square feet;
the area of the flat roof is 26.777 square metres/ 288 square feet;
the area of the garden is —square metres/ —square feet;
the area of the parking space is —square metres/ — square feet;
the area of the roof is — square metres/ — square feet;
the area of the stairhood is — square metres/ — square feet;
the area of the terrace is — square metres/ — square feet;
the area of the yard is — square metres/ — square feet.

Flat B1 on 23rd Floor with Balcony and Roof, Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong

(a) The saleable area of the Property is 21.668 square metres / 233 square feet of which-

2.000 square metres/ 22 square feet is the floor area of the balcony;
— square metres/ — square feet is the floor area of the utility platform; and
— square metres/ — square feet is the floor area of the verandah.

(b) Other measurements are –

the area of the air-conditioning plant room is — square metres/ — square feet;
the area of the bay window is — square metres/ — square feet;
the area of the cockloft is — square metres/ — square feet;
the area of the flat roof is — square metres/ — square feet;
the area of the garden is —square metres/ —square feet;
the area of the parking space is —square metres/ — square feet;
the area of the roof is 16.915 square metres/ 182 square feet;
the area of the stairhood is — square metres/ — square feet;
the area of the terrace is — square metres/ — square feet;
the area of the yard is — square metres/ — square feet.

Schedule 2
Fittings, finishes and appliances

In this Schedule 2, only the fittings, finishes and appliances of the property which the Property comprises are applicable to this Preliminary Agreement.

1. Exterior finishes

Window

Windows are made of PVDF coated aluminium frame.

Tinted glass for windows in living / dining room and bedrooms of all residential units.

Translucent glass for windows (if any) in bathrooms

Balcony (if any)

Balcony is installed with laminated glass balustrade. Floor is finished with ceramic tiles and wood plastic composite deck. Wall is finished with ceramic tiles. Ceiling is finished with aluminium cladding and paint.

2. Interior finishes

Internal wall and ceiling

Internal wall and ceiling are finished with emulsion paint.

Internal floor

Location	Floor material	Skirting
Living room	(a) Ceramic tiles (Except for Flats A2 and B2 on 15/F-23/F) (b) Engineered timber flooring and natural stone border along inside edge of floor in front of door opening to balcony (For Flats A2 and B2 on 15/F-23/F)	Timber skirting
Dining room	(a) Ceramic tiles (Except for Flats A2 and B2 on 15/F-23/F) (b) Engineered timber flooring and natural stone border along inside edge of floor in front of door opening to balcony (For Flats A2 and B2 on 15/F-23/F)	Timber skirting
Bedroom	(a) Ceramic tiles (Except for Flats A2 and B2 on 15/F-23/F) (b) Engineered timber flooring (for Flats A2 and B2 on 15/F-23/F)	Timber skirting

Bathroom finishes

Wall	:	Ceramic tiles and glass finishes to the exposed surface up to the bottom level of false ceiling only
Floor	:	Ceramic tiles to the exposed surface.
Ceiling	:	Gypsum board false ceiling with emulsion paint and aluminium panel

Kitchen finishes

Wall : Metal panel, glass and emulsion paint to the exposed surface up to the bottom level of false ceiling only.

Floor : (a) Ceramic floor tiles to the exposed surface (Except for Flats A2 and B2 on 15/F-23/F)

(b) Engineered timber flooring (For Flats A2 and B2 on 15/F-23/F) to the exposed surface.

Ceiling : Gypsum board false ceiling with emulsion paint.

Cooking Bench : Solid surfacing material.

3. Interior fittings

Doors

Door	**Material**	**Finishes**	**Accessories**
Main entrance door	Fire-rated solid core timber door	Plastic laminate	Electrical lockset, eye viewer, door closer and door stopper
Balcony door (Flats B1 and B6 on 3/F, 5/F-12/F and Flats B1 and B5 on 15/F-23/F)	Aluminium frame door	Tinted glass	Lockset and door stopper
Balcony door (Flats A1, A2, A3, A5, A6, B2, B3 and B5 on 3/F, 5/F-12/F and Flats A1, A2, A3, A5, B2 and B3 on 15/F-23/F)	Aluminium frame door	Tinted glass	Lockset
Flat roof door (Flats A2, A5, B1 and B6 on 2/F)	Aluminium frame door	Tinted glass	Lockset and door stopper
Flat roof door (Flats A1, A2, A3, A5, A6, B2, B3 and B5 on 2/F)	Aluminium frame door	Tinted glass	Lockset
Bedroom door (Flats A2, A5, B1, B2, B5 and B6 on 2/F-3/F, 5/F-12/F and Flats A3, B3 and B5 on 15/F - 23/F)	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper
Bedroom door (Flats A1 and A6 on 2/F-3/F, 5/F-12/F and Flats A1 and A5 on 15/F-23/F)	Hollow core timber door	Plastic laminate and metal	Lockset
Master bedroom door	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper
Bedroom 1 and 2 door	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper

Bathroom door (Flats A1, A2, A5 and A6 on 2/F-3/F, 5/F-12/F and Flats A1, A3 and A5 on 15/F-23/F)	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper

Door	**Material**	**Finishes**	**Accessories**
Bathroom door (Flats A3, B1, B2, B3, B5 and B6 on 2/F-3/F, 5/F-12/F, Flats B1, B3 and B5 on 15/F-23/F)	Hollow core timber door	Plastic laminate and metal	Lockset
Master bathroom door (Flats A2 and A5 on 2/F-3/F, 5/F-12/F and Flats A3 on 15/F-23/F)	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper
Master bathroom door (Flats A2 and B2 on 15/F-23/F)	Hollow core timber door	Plastic laminate and metal	Lockset
Bathroom 1 and 2 door	Hollow core timber door	Plastic laminate and metal	Lockset and door stopper

Bathroom fittings

Timber mirror cabinet and timber basin cabinet fitted with countertop, wash basin and wash basin mixer. Bathroom fittings include water closet, towel rack, paper holder, shower compartment, shower mixer and bath tub (for Master bathroom of Flats A2 and B2 on 15-23/F). Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply.

Bathroom Appliances

Location	**Appliance**	**Flats apply**
Master Bathroom	Exhaust Fan	Flats A2 and A5 on 2/F-3/F, 5/F-12/F, Flat A3 on 15/F-23/F, Flats A2 and B2 on 15/F-23/F
Bathroom	Electric Water Heater	Flats A3 and B3 on 2/F-3/F, 5/F-12/F
	Gas Water Heater	Flats A1, A5, B2 and B6 on 2/F-3/F, 5/F-12/F, Flats A1, A3 and B5 on 15/F-23/F, Flats A2, A6, B1 and B5 on 2/F-3/F, 5/F-12/F, Flats A5, B1 and B3 on 15/F-23/F
	Exhaust Fan	Flats A1, A3, A6, B1, B2, B3, B5 and B6 on 2/F-3/F, 5/F-12/F, Flats A1, A5, B1, B3 and B5 on 15/F-23/F
Bathroom 1	Gas Water Heater	Flat A2 on15/F-23/F Flat B2 on 15/F-23/F
Bathroom 2	Exhaust Fan	Flats A2 and B2 on 15/F-23/F

Kitchen fittings

Timber cabinet with door panel, with glass, plastic laminate and metal finishes.
Stainless steel sink and chrome plated sink mixer.
Copper pipes are provided for cold water supply. Copper pipes with thermal insulation are provided for hot water supply. Ceiling-mounted smoke detector and sprinkler head are fitted in or near open kitchen.

Kitchen Appliances

Location	Appliance	Flats apply
Open Kitchen	Microwave Oven	All flats
	Washer Dryer	All flats
	Refrigerator	All flats
	Built-in Gas Cooker	Flats A1, A2, A5, A6, B1, B2, B5 and B6 on 2/F-3/F, 5/F-12/F All flats on 15/F-23/F Flats A2 and B2 on 15/F-23/F
	Induction Cooker	Flats A3 and B3 on 2/F-3/F, 5/F-12/F
	Telescopic Hood	All flats Siemens

Bedroom fittings

Built-in wardrobe (Bedroom of Flats A1, A2, A5, A6, B1 and B6 on 2/F-3/F, 5/F-12/F, Flats A1, A3, A5 and B5 on 15/F-23/F, Master bedroom of Flats A2 and A5 on 2/F-3/F, 5/F-12/F, Flats A2, A3 and B2 on 15/F-23/F, Bedroom 1 and 2 of Flats A2 and B2 on 15/F-23/F).

Air-Conditioner

Split type air-conditioner(s) is/are provided.

Electrical installations

Conduits which are partly concealed and partly exposed, are installed. Electricity supply with miniature circuit breaker distribution board is provided.

Telephone

Telephone outlet(s) is/are provided.

Aerials

TV & FM outlet(s) is/are provided.

Washing machine

Drain point and water point are provided.

附件 B

[中文譯本僅供參考]

出售條款

1. 除以下內容另有准許或規定外，在本出售條款中所採用的下列詞語具有以下含義 :-

「接受要約」	指賣方透過在投標表格之末表明接受要約，並且按照招標公告第 10(a)段通知買方， 從而接納買方的投標。
「出售條款」	指本出售條款。
「投標表格」	指附連於出售條款的投標表格。
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的正式買賣合約。
「發展項目」	指建於九龍內地段第 11015 號、九龍內地段第 11016 號、九龍內地段第 11017 號、九龍內地段第 11018 號、九龍內地段第 11019 號及九龍內地段第 11020 號 位於香港九龍德成街 2 號 **Arbour (本木)**，物業為發展項目的一部分。
「臨時合約/本臨時合約」	指買方根據招標公告、投標表格及出售條款遞交的投標表格， 以及賣方根據招標公告、投標表格及出售條款接受要約，並按照出售條款而訂立的協議。
「臨時訂金」	具有出售條款第 4 條所給予該詞的涵義。
「物業」	指緊接投標表格內的購買要約被賣方接納後，投標表格中所指的「投標物業」。

「買價」	買方於投標表格中提出的購買價格。
「買方」	就物業的投標書獲得賣方接納的中標者。
「招標公告」	指附連於出售條款的招標公告。
「賣方」	指成輝有限公司(並以成輝地產有限公司之名稱在香港經營業務),其成員之法律責任是有限的,而其成立為法團所在地方為英屬維爾京群島,並在香港註冊為註冊非香港公司。
「賣方代理人」	指恒基物業代理有限公司。
「賣方律師」	指中倫律師事務所有限法律責任合夥。
「賣方律師的辦事處」	指香港中環康樂廣場 1 號怡和大廈 4 樓。

2. 投標表格 (連同招標公告和出售條款) 以及接受要約構成賣方與買方就有關買賣物業的有約束力協議。賣方須以買價並按本臨時合約所載的條款及條件出售物業， 而買方須以買價並按本臨時合約所載的條款及條件購買物業。

3. 在本臨時合約中 ：

(a) 「**實用面積**」具有《一手住宅物業銷售條例》(第 621 章) (「**該條例**」) 第 8 條給予該詞的涵義 ；

(b) 出售條款第 6 條及附連的附表 1 第(a)條所指的項目的樓面面積， 按照該條例第 8(3)條之規定計算 ；

(c) 出售條款第 6 條及附連的附表 1 第(b)條所指的項目的面積， 按照該條例附表 2 第 2 部之規定計算 ； 及

(d) 「**工作日**」具有該條例第 2(1)條給予該詞的涵義。

4. 根據招標公告第 7 段， 倘若投標書獲接納， 則連同投標表格 (以及招標公告和出售條款) 一併遞交的不少於一張總金額為買價的 5%的銀行本票及(如有)支票將成為買方支付的臨時訂金 (以下簡稱「**臨時訂金**」) (其中不少於港

幣$200,000.00 必須以本票支付)， 該臨時訂金應由賣方律師作為保證金保存人而持有。

5. 如果投標書獲接納 :-

5.1 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須 :-

(a) 由買方於接受要約之日後的第 5 個工作日或之前簽立；

(b) 由賣方於接受要約之日後的第 8 個工作日或之前簽立。

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

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

5.4 買方須於接受要約之日後起計的 5 個工作日內 (在此方面時間為關鍵元素) 攜同本臨時合約前往賣方律師的辦事處簽署正式合約，其格式按照賣方律師編製， 不得作出修訂。

買方可於招標公告附表第 I 部分(E)欄之時段內在賣方代理人的辦事處查閱正式合約的標準格式。買方將被當作已審閱正式合約的標準格式，並且接受該正式合約而不得對該正式合約作出任何修改。

5.5 如買方沒有在接受要約之日之後的 5 個工作日內簽立正式合約 :-

(a) 本臨時合約即告終止 ；

(b) 買方支付的臨時訂金，即被沒收歸於賣方 ； 及

(c) 賣方不就買方沒有簽署正式合約，而對買方提出任何進一步申索。

5.6 物業買賣須於投標表格中所指明買方應付買價餘額的當日或之前下午 4 點半或之前於賣方律師的辦事處完成。

5.7 買方須完成購買物業， 並按投標表格和正式合約規定的時間和方式， 在賣

方律師的辦事處支付投標表格和正式合約規定的部分買價及買價餘款。

6. 物業的量度尺寸附連的**附表 1** 所列。

7. 物業的買賣包括附連的**附表 2** 所列的裝置、裝修物料及設備。

8. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 條及第 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。

9. 買方已確認收到以下第 10 條所列出的 「對買方的警告」 的中英雙語文本(夾附於招標公告的**附件 E**)， 並完全明白其內容。

10. 就上述第 9 條而言，「**對買方的警告**」內容如下 ：

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

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

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

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

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

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

11. 所有進一步訂金、買價的部分付款(如有)和買價的餘款應以銀行本票或律師樓支票的方式支付。買方須按照本臨時合約所列的條款及條件支付買價。所有支付買價的款項應於星期一至星期五的下午 4 時 30 分或之前支付。

12. 賣方在交出空置管有權的情況下出售物業，而買方在物業空置的情況下購買物業。

13. 賣方以物業的現狀及其現有的實際狀況及狀態，以及按照本臨時合約所列的條款及條件出售物業， 而買方以物業的現狀及其現有的實際狀況及狀態，以及按照本臨時合約所列的條款及條件購買物業。

14. 本臨時合約只適用於買方本身， 買方無權要求賣方與任何其他人訂立任何正式合約， 亦無權將本臨時合約的利益轉讓予第三方。

15. (a) 倘若買方委託賣方律師就購買物業代表其行事，賣方將承擔有關物業的正式合約及其後轉讓契的律師費。

(b) 倘若買方選擇委託其自己的律師就購買物業之事代表其行事，則賣方和買方須各自支付其有關物業的正式合約和其後轉讓契的律師費。

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

(d) 買方須支付依據《律師(一般)事務費規則》(第 159 章，附屬法例 G) 規定的事務費表就擬備、完成並登記包含發展項目的管理協議的公契(「**公契**」) 所產生或附帶的費用中其應付的部分，該等費用包括提供一份公契的核証副本的費用及其圖則費用。

16. 買方在簽妥正式合約前，不得轉讓該物業。

17. 買方須在正式合約中向賣方契諾， 倘若買方在物業的買賣完成之前以任何方式轉售物業或轉讓正式合約的權益， 買方須要求每一轉購人、獲受贈人、代名人、受益人、受權人或其他承讓人 :-

(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， 並包括須就購買物業而支付予賣方的代價以外的已經支付或給予任何中間交易的任何佣金、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

(b) 促使任何其後的轉購人或其他承讓人或新買家在其後的買賣轉售合約中作出具有以上第 17(a)條相同效力的契諾， 或在任何其他協議中施加具有以上第 17(a)條相同效力的義務。

18. 當完成物業的買賣時 :

(a) 在受公契的規定約束且享有公契的利益的前提下，買方須接受物業的轉讓契 ; 及

(b) 買方須向發展項目的管理人支付或向賣方付還 (如賣方已向管理人支付任何相關款項) 所有按金及預支款項、對特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶的按金中其應付的部分，以及向發展項目的公共部分供應公共設施的按金中其應付的部分，以及在公契規定或依據公契就物業需要支付的其它款項 (包括但不限於就組成物業的住宅

單位及停車位需要支付的管理費)。買方須付還賣方其已支付的任何該等款項， 無論該等按金、預支款項、供款或其它款項在公契下是否可作轉讓或予退還。

19. 時間為本臨時合約的關鍵元素。

20. 買方的通訊地址及電話號碼如有任何更改， 須盡速以書面通知賣方。

21. (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623 章)(「**合約(第三者權利)條例**」)強制執行本臨時合約下任何條款，並且同意把本臨時合約排除於合約(第三者權利)條例的適用範圍，惟受以下第(b)款及第(c)款的規定限制。

(b) 本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用，而本臨時合約的條款亦只在該等情況下排除於合約(第三者權利)條例的適用範圍之外。

(c) 若本臨時合約任何條款因上述第(b)款的規定没有從合約(第三者權利)條例的適用範圍內排除，而第三者(定義見合約(第三者權利)條例)可依據合約(第三者權利)條例強制執行任何該等條款時:

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而合約(第三者權利)條例第 6(1)條將不適用於本臨時合約;及

(ii) 賣方和買方依據合約(第三者權利)條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

22. 在本臨時合約中，如文義允許及有所規定，所有名詞凡屬單數者，均包括複數在內；凡屬男性之詞語，均包括女性及中性在內。

23. 如本臨時合約的英文文本和中文譯本有任何不一致之處， 則概以英文文本為準。

附表 1

物業的量度尺寸

香港九龍德成街 2 號本木 2 樓 B3 單位連平台

(a) 該物業的實用面積為 21.827 平方米 / 235 平方呎， 其中 :-
－ 平方米 / － 平方呎為露台的樓面面積 ;
－ 平方米 / － 平方呎為工作平台的樓面面積 ; 及
－ 平方米 / － 平方呎為陽台的樓面面積。

(b) 其他量度尺寸為 :-
空調機房的面積為 － 平方米/ － 平方呎；
窗台的面積為 － 平方米/ － 平方呎；
閣樓的面積為 － 平方米/ － 平方呎；
平台的面積為 26.777 平方米/ 288 平方呎；
花園的面積為 － 平方米/ － 平方呎；
停車位的面積為 － 平方米/ － 平方呎；
天台的面積為 － 平方米/ － 平方呎；
梯屋的面積為 － 平方米/ － 平方呎；
前庭的面積為 － 平方米/ － 平方呎；
庭院的面積為 － 平方米/ － 平方呎。

香港九龍德成街 2 號本木 23 樓 B1 單位連露台及天台

(a) 該物業的實用面積為 21.668 平方米 / 233 平方呎， 其中 :-
2.000 平方米 / 22 平方呎為露台的樓面面積 ;
－ 平方米 / － 平方呎為工作平台的樓面面積 ; 及
－ 平方米 / － 平方呎為陽台的樓面面積。

(b) 其他量度尺寸為 :-
空調機房的面積為 － 平方米/ － 平方呎；
窗台的面積為 － 平方米/ － 平方呎；
閣樓的面積為 － 平方米/ － 平方呎；
平台的面積為 － 平方米/ － 平方呎；
花園的面積為 － 平方米/ － 平方呎；
停車位的面積為 － 平方米/ － 平方呎；

天台的面積為 16.915 平方米/ 182 平方呎；
梯屋的面積為 － 平方米/ － 平方呎；
前庭的面積為 － 平方米/ － 平方呎；
庭院的面積為 － 平方米/ － 平方呎。

附表 2

裝置、裝修物料及設備

請參閱英文版本及售樓說明書。

Appendix C
附件 C

Notice Regarding Exclusion Clause
on the Contracts (Rights of Third Parties) Ordinance

Property : * 本物業 ：*	Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong 香港九龍德成街 2 號本木
☐	Flat B3 on 2nd Floor with Flat Roof (2 樓 B3 單位連平台)
☐	Flat B1 on 23rd Floor with Balcony and Roof (23 樓 B1 單位連露台及天台)

*(Please put a tick (✓) in the appropriate box)
*(請以剔號(✓)填於適用的格子內)

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)
(物業詳情列於招標公告附表第 I 部分(B)欄)

I/We, the undersigned, acknowledge and am/are fully aware, prior to my/our signing of the preliminary agreement for sale and purchase of the Property, that:-
本人 / 吾等(買方)確認本人 / 吾等簽署本物業的臨時買賣合約前已清楚明白以下事項 ：-

1. The proforma form of the Agreement for Sale and Purchase in respect of the residential units of the Development which is subject to the application of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) contains the following clause ("the Exclusion Clause") (English version only) :-
在《一手住宅物業銷售條例》（香港法例第 621 章）適用範圍內的本發展項目住宅單位的正式買賣合約範本載有以下條文 （「豁免條文」） (只備有英文版本)：-

> 35. (1) Save for the manager of the Development, and the Owners' Corporation (if applicable) as mentioned in clause 29 in respect of the benefit and rights under that clause, no person who is not a party to this Agreement shall have any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("the said Ordinance").
>
> (2) Section 6(1) of the said Ordinance shall not apply to this Agreement and this Agreement may be rescinded or varied by agreement of the parties hereto from time to time without the consent of any person who is not a party to this Agreement provided that in the case of variation by agreement, the benefit conferred on the manager of the Development and the Owners' Corporation under clause 29 shall not be varied.
>
> (3) For the purpose of sub-clause (2) and for the purpose of section 6(4) of the said Ordinance, the Vendor agrees to take reasonable steps to make the manager of the Development and the Owners' Corporation (if applicable) aware of sub-clause (2) before the circumstances set out in section 6(2)(a) or (b) of the said Ordinance occur. For the avoidance of doubt, this sub-clause (3) will not survive completion of the sale and purchase by the Assignment.[1]

2. I/We confirm and declare that I am/we are fully aware of the existence of the Exclusion Clause under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) in the Agreement for Sale and Purchase of the Property.
本人 / 吾等確認本人 / 吾等已清楚明白根據《合約(第三者權利)條例》（香港法例第 623 章）的「豁免條文」存在於本物業的正式買賣合約內。

In the event of any conflict or discrepancy between the Chinese and English versions of this Notice, the English version shall prevail.
本通知書的中英文文本如有歧義，一切以英文文本為準。

投標者簽署/ Signature of the Tenderer(s):

_____
姓名/Name：
日期/Date:

[1] 正式買賣合約範本只有英文版本，其中文翻譯大意為：「35. (1) 除第 29 條所述發展項目的管理人，及業主立案法團(如適用) 就該條所述的利益及權利外，非本合約一方的任何人士不得以《合約(第三者權利)條例》（香港法例第 623 章）(「所述條例」) 具有執行本合約任何條款的權利。(2) 所述條例第 6(1)條不適用於本合約，並且本合約的各方可在各方同意的情況下不時撤銷或更改本合約而無須取得非本合約一方的任何人士同意。惟在以各方同意的方式更改本合約的情況下，第 29 條下賦予發展項目管理人及業主立案法團之利益不得被更改。(3) 就第(2)款及所述條例第 6(4)條而言，賣方同意於所述條例第 6(2)(a)或(b)條所述的情況發生前，採取合理措施以使該發展項目的管理人及業主立案法團（如適用）知悉第(2)款。為免存疑，本第(3)款在以轉讓契完成買賣後將不再維持有效。」

Appendix D
附件 D

LETTER OF CONFIRMATION OF RELATIONSHIP WITH THE VENDOR
有關與賣方之關係的確認書

To: 1) Success Sheen Limited ("the Vendor") (remark: the place of incorporation of the Vendor is British Virgin Islands and the liability of the members of the Vendor is limited) (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited)

2) 成輝有限公司 (「賣方」) (並以成輝地產有限公司之名稱在香港經營業務) (註：賣方成立為法團所在地方為英屬維爾京群島, 而賣方的成員之法律責任是有限的) (亦為擁有人，其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited)

Dear Sirs,
敬啟者

Re: Confirmation of relationship with the Vendor 確認與賣方之關係

Property : * 本物業 : *	Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong 香港九龍德成街 2 號本木
☐	Flat B3 on 2nd Floor with Flat Roof 2 樓 B3 單位連平台
☐	Flat B1 on 23rd Floor with Balcony and Roof 23 樓 B1 單位連露台及天台

*(Please put a tick (✓) in the appropriate box)
*(請以剔號(✓)填於適用的格子內)

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)
(物業詳情列於招標公告附表第 I 部分(B)欄)

We/I, the undersigned, being so far as we are/I am aware, hereby confirm that we are/I am (in case of corporation, including our controlling shareholder(s)) independent third party(ies) and neither the connected person(s) (as defined in the listing rules) of Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited nor the relatives of any directors of Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited.

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

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

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

吾等/本人乃下述簽署者，就吾等/本人所知悉，茲確認吾等/本人（如簽署者為一間公司，則包括其控權股東）為獨立人士，並非恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited 之關連人士（按上市規則之闡釋），亦非恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited 之董事之親屬。

吾等/本人茲進一步確認吾等/本人不是：—

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

吾等/本人茲承諾吾等/本人在簽署正式合約或之前就上述資料有任何改變，吾等/本人將以書面通知貴公司。

投標者簽署/Tenderer(s) :

_____

投標者姓名/Name of Tenderer(s)：

日期/Date：

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

Vendor 賣方	Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company 成輝有限公司 (並以成輝地產有限公司之名稱在香港經營業務)，其成員之法律責任是有限的，而其成立為法團所在地方為英屬維爾京群島，並在香港註冊為註冊非香港公司
Property * 本物業 *	**Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong** **香港九龍德成街2號本木**
☐	Flat B3 on 2nd Floor with Flat Roof 2 樓B3單位連平台
☐	Flat B1 on 23rd Floor with Balcony and Roof 23樓B1單位連露台及天台

*(Please put a tick (✓) in the appropriate box)
*(請以剔號(✓)填於適用的格子內)

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)
(物業詳情列於招標公告附表第I部分(B)欄)

Tenderer
投標者 _____

I.D./B.R. No.
身分證/商業登記證號碼： _____

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

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

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

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

Date 日期：

Signature(s) of Tenderer 投標者簽署

Appendix F
附件 F

Personal Information Collection Statement
個人資料收集聲明

We, Henderson Property Agency Limited, respect your personal data privacy when collecting, storing, using and transferring personal data and are committed to complying with the requirements of the Personal Data (Privacy) Ordinance (Cap.486) (the "**Ordinance**"). This Personal Information Collection Statement ("**PICS**") explains our privacy policy and sets out the purposes for which your personal data may be used. If you supply personal data relating to any other person, please give a copy of the PICS to that person to enable him/her to see how we handle and use his/her personal data.
我們，恒基物業代理有限公司，在收集、保存、使用及轉移個人資料時，尊重 閣下的個人資料私隱；並致力遵守香港法例第 486 章《個人資料(私隱) 條例》 (「**該條例**」) 的規定。而本「個人資料收集聲明」 (「**本聲明**」) 旨在說明我們處理個人資料私隱的政策以及列出 閣下的個人資料可能被用作的用途。如 閣下提供有關任何其他人士的個人資料，請向該名人士提供本聲明副本讓其了解我們如何處理及使用其個人資料。

If there is any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.
倘若本聲明的英文文本與中文文本有任何不相同之處，概以英文文本為準。

A. Data Collection and Use
個人資料的收集及使用

We may collect your personal data in order to provide you with our services, products and facilities, including handling your property transaction(s). We may also generate and compile information about you. In this PICS, the references to "you" include (as appropriate) each individual who is a purchaser or customer, a beneficial owner, and an attorney or other representative of the purchaser or customer and, where a purchaser or customer is a company or other entity, also include each of its directors and shareholders and individuals in an equivalent capacity; and the references to "your personal data" include (as appropriate) the personal data of each of these individuals.
為向 閣下提供我們的服務、產品及設施(包括處理 閣下的物業交易)，我們將收集 閣下的個人資料。我們亦可能擬訂及編制有關 閣下的資料。在本聲明中，對「閣下」的提述包括(按情況適用)下述每位個人：買家或客戶、實益擁有人及買家或客戶的獲授權人或其他代表，及如買家或客戶為一間公司或其他實體，亦包括其每位董事及股東及具有同等身份的個人; 以及對「閣下的個人資料」的提述包括(按情況適用) 上述每位個人的個人資料。

You are not obliged to supply your personal data, but if you do not, we may not be able to provide the requested services and products.
閣下並非必須提供個人資料，但如 閣下沒有提供個人資料，這可能導致我們無法向 閣下提供閣下要求的服務及產品。

We may use your personal data for one or more of the following purposes from time to time :-
我們可能不時使用 閣下的個人資料作下列一個或多個用途 :-

(i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理 閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；

(ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向 閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益 (不論屬財務性質，或以贈品或其他形式提供)；

(iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如 閣下尋求按揭、第二按揭、信貸融資或財務融通，與抵押權人或信貸融資或財務融通提供者聯絡以處理 閣下的申請；

(iv) handling your applications or requests for services, products, memberships or benefits;
處理 閣下就服務、產品、會籍或利益的申請或要求；

(v) facilitating property management and security;
促進物業管理及保安；

(vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments, facilities or products provided by us or any of Henderson Land Group members (as defined below) or Group Partners (as defined below);
就我們或任何恒基兆業地產集團成員(定義見下文)或集團夥伴(定義見下文)提供的的服務、物業、物業發展項目、設施或產品的質素進行調查 (完全屬自願性質參與)；

(vii) promoting, improving and/or further the provision of facilities, services and products of the Henderson Land Group members and/or the Group Partners (please see further details in "**Use and/or transfer of Your Personal Data for direct marketing**" section below);
就恒基兆業地產集團成員及/或集團夥伴的設施、服務及產品之提供作出推廣、改進及/或進一步提供 (請參閱下文部份「在直接促銷中使用及/或轉移閣下的個人資料」)；

(viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析 (統計結果將不會揭露閣下的身分) ；

(ix) contacting you regarding administrative notices, communication and overall customer relationship management;
就有關行政通知、通訊及整體客戶關係管理等事宜而聯絡 閣下；

(x) following up on comments, inquiries and investigating and handling complaints;
跟進意見、查詢，以及調查及處理投訴；

(xi) preventing or detecting illegal or suspicious activities; and
防止或偵測非法或可疑活動；及

(xii) meeting the obligations (including any obligations to conduct customer due diligence and/or to make disclosure within or outside Hong Kong) when required by any law, court order, direction, code or guideline applicable to any Henderson Land Group member, or

required by policies implemented by the Henderson Land Group, for prevention or detection of money laundering, terrorist financing or other unlawful activities or suspicious activities.
讓各恒基兆業地產集團成員根據適用於彼等的任何法律、法院命令、指令、守則或指引的要求，或按恒基兆業地產集團為相關事項而實施的政策的要求，遵守就防止或偵測洗錢、恐怖分子資金籌集或其他非法或可疑活動的責任(包括任何執行客戶盡職審查及/或於香港境內或境外披露資料的責任)。

For the purpose of this PICS,
就本聲明的目的，

"Henderson Land Group" or "Henderson Land Group members" means Henderson Land Development Company Limited and its subsidiaries and associated companies, and any entity controlled by it or any of its subsidiaries or associated companies from time to time; and an entity is treated as controlled by another if:
「**恒基兆業地產集團**」或「**恒基兆業地產集團成員**」指恒基兆業地產有限公司及其子公司及附屬公司，及不時由恒基兆業地產有限公司或其任何子公司或附屬公司控制的任何實體，而在下列情況下，一個實體將被視作受另一實體控制：

(i) that other entity is able to direct its affairs or to control the composition of its board of directors or governing body; or
該另一實體可就其事務作出指示，或控制其董事局或管轄組織的組成；或

(ii) that other entity holds not less than 20% of its issued share capital or has an interest in its shares which entitles that other entity to exercise or control the exercise of not less than 20% of the voting power at its general meetings.
該另一實體持有其不少於 20%的已發行股本，或擁有其股份利益致使該另一實體在其股東大會上，有權行使或控制行使不少於 20%的表決權。

"Group Partner" means (i) any joint venture company set up by a Henderson Land Group member with any other real estate developer or any other person for offering real properties and/or products, services or facilities relating to real properties, or (ii) any person who has engaged us to promote or sell real properties (including car parking spaces) on its behalf.
「**集團夥伴**」指 (i) 恒基兆業地產集團成員與任何其他地產發展商或任何其他人士，為提供地產物業及／或與地產物業有關的產品、服務或設施而成立的任何合營公司，或 (ii) 委任我們為其推廣或銷售地產物業(包括泊車位)的任何其他人士。

B. Transfer of Your Personal Data
轉移 閣下的個人資料

To facilitate the purposes set out above, we may disclose or transfer your personal data to the following parties (whether within or outside Hong Kong) except that any transfer of your personal data to another person for it to use in direct marketing will be subject to "**Use and/or transfer of Your Personal Data for direct marketing**" section below :-

為促進上述用途，我們可能於香港境內或海外披露或轉移 閣下的個人資料予下列各方，但任何披露或轉移 閣下的個人資料予其他人士以供其在直接促銷中使用將受以下「**在進行直接促銷中使用及/或轉移 閣下的個人資料**」部分所限：-

(i) (a) Henderson Land Group members; and (b) Group Partners;
（a）恒基兆業地產集團成員; 及（b）集團夥伴；

(ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；

(iii) any agent, contractor or third party service provider who provides administrative, telecommunications, information technology or other services to or support the operation of our or the Henderson Land Group's business;
提供行政、電訊、資訊科技或其他服務以支援我們的或恒基兆業地產集團的業務運作的任何代理人、承辦商或第三方服務供應商 ；

(iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；

(v) any person who has any interest, right or obligation in respect of your property transaction; and
對閣下的物業交易有任何權益、權利或義務的任何人士； 及

(vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引所要求必須向其作出披露的任何人士。

C. Use and/or transfer of Your Personal Data for direct marketing
在進行直接促銷中使用及/或轉移 閣下的個人資料

We intend to use your personal data (i.e. name, contact details, services and products portfolio information, financial background and demographic data) for direct marketing and/or provide your personal data to the persons set out in B(i) above for direct marketing. We may not:-
我們擬使用 閣下的個人資料（即姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料）作直接促銷及/或提供 閣下的個人資料予上述 B（i）段所述的人士用於直接促銷，我們不得：

(i) so use your personal data; or
在直接促銷中使用 閣下的個人資料；或

(ii) so provide your personal data to other person(s),
向其他人士提供 閣下的個人資料

unless we have received your written consent (which includes an indication of no objection) to the intended use and/or provision.
除非我們已經收到 閣下的書面同意（當中包括表示不反對）。

In connection with direct marketing, we intend:-
就直接促銷而言，我們有意:-

(a) to use and analyze your personal data collected, generated, compiled or held by us from time to time for understanding the needs and preferences of real estate property purchasers;
使用及分析我們不時收集、擬訂、編制或持有 閣下的個人資料，以便了解地產物業的買家需求和偏好;

(b) to market the following classes of services and products to you:
向 閣下促銷以下類別的服務及產品：-

(1) properties or property developments offered by us or any of the persons set out in B(i) above;
由我們或上述 B（i）段所述的任何人士提供的物業或物業發展項目；

(2) services, products and facilities offered by us or any of the persons set out in B(i) above (including real estate agency services, credit facilities and financial services);
由我們或上述 B（i）段所述的任何人士提供的服務、產品及設施 (包括地產代理服務、信貸融資及財務服務)；

(3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or any of the persons set out in B(i) above; and
由我們或上述 B（i）段所述的任何人士提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益； 及

(4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

(c) to provide your personal data to any of the persons set out in B(i) above, in return for money or other property, for their use in direct marketing the classes of services and products described in C(b) above.
提供閣下的個人資料予上述 B(i)段所述的任何人士以獲取金錢或其他財產的回報，以供其在直接促銷上述 C(b)段所述的服務及產品類別中使用。

If you do NOT wish us to use your personal data in direct marketing or provide your personal data to any person(s) for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of the PICS to exercise your opt-out right. You may also write to us at the address set out in "D. Access to and correction of Your Personal Data" section below to opt out from direct marketing at any time.
如 閣下<u>不欲</u>我們在上述情況直接促銷中使用 閣下的個人資料，或向任何人士提供 閣下的個人資料，以供其在上述情況在直接促銷中使用，請在本聲明末端適當的方格內加上剔號以行使 閣下選擇不接受直接促銷的權利。 閣下亦可在任何時候致函下述「D. 查閱及更正 閣下的個人資料」部分所列的地址，以選擇不接受直接促銷。

D. Access to and correction of Your Personal Data
<u>查閱及更正 閣下的個人資料</u>

You may at any time request access to and correct the personal data relating to you in any of our records.

You may send data access or data correction request to our Personal Data (Privacy) Officer:
Address: 71/F – 76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
Email address: sales.hk@hld.com
Hotline: 2908 8111

閣下可隨時要求查閱及更正我們紀錄中與 閣下有關的個人資料。
閣下可向我們的個人資料（私隱）主任發送資料存取或資料更正要求：
地址：香港中環金融街八號國際金融中心二期七十一樓至七十六樓
電郵地址：sales.hk@hld.com
熱線：2908 8111

***

Use of Personal Data in Direct Marketing

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use and/or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Henderson Property Agency Limited may regard me as having given consent and may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "**C. Use and/or transfer of Your Personal Data in direct marketing**" section above.

在直接促銷中使用個人資料

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途的有關資訊。本人明白本人有權在下列方內加上剔號 ("✓") 表示拒絕該等使用及/或轉移。若本人不在有關方格內加上剔號 ("✓") ，恒基物業代理有限公司可視本人已給予同意讓其可在直接促銷中使用本人的個人資料，或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視屬何情況而定），有關詳情載於上述「C. **在進行直接促銷中使用及/或轉移 閣下的個人資料**」部分。

☐ Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。

☐ Please do NOT provide my personal data to other person(s) for their use in direct marketing.
請不要將本人的個人資料提供予其他人士，以供其在直接促銷中使用。

Signature 簽署 :

_____

Name 姓名 :
Date 日期 :

Acknowledgement Letter Relating to the Property

承購單位之確認函

The Development: **Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong**
該發展項目： **香港九龍德成街 2 號本木**

The Property: *	Floor	Flat
該物業：*	樓	單位
☐	2 (2 樓)	B3
☐	23 (23 樓)	B1

*(Please put a tick (✓) in the appropriate box)
*(請以剔號(✓)填於適用的格子內)

To: Success Sheen Limited ("the Vendor") (remark: the place of incorporation of the Vendor is British Virgin Islands and the liability of the members of the Vendor is limited) (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited)

致： 成輝有限公司 (「賣方」) (並以成輝地產有限公司之名稱在香港經營業務) (註：賣方成立為法團所在地方為英屬維爾京群島, 而賣方的成員之法律責任是有限的) (亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited)

The Tenderer(s)/ 投標者：_____

I.D./B.R. No. 身份證/商業登記證號碼：_____

1) The Tenderer(s) acknowledge(s) that the Property has previously been occupied by licensee(s) under a licence agreement granted by the Vendor but the relevant licence agreement has expired or has been early terminated. The Property is now vacant and will be sold with vacant possession.
投標者確認該物業早前曾經由賣方以許可形式供許可人佔用，惟有關之許可協議已屆滿或已提早終止。該物業現已交吉，並由賣方將以交吉形式出售。

2) The Tenderer(s) agree(s) to accept the condition of the Property before submitting the tender document to purchase the Property.
在遞交招標文件承購該物業前，投標者已同意接受該物業之狀況。

Signature of the Tenderer(s)
投標者簽署

_____
Name/姓名：
Date/日期 ：

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor	:	Success Sheen Limited ("the Vendor") (remark: the place of incorporation of the Vendor is British Virgin Islands and the liability of the members of the Vendor is limited) (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited)
賣方	:	成輝有限公司(「賣方」)(並以成輝地產有限公司之名稱在香港經營業務)(註:賣方的成立為法團所在地方為英屬維爾京群島,而賣方的成員之法律責任是有限的)(亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited)
The Development	:	Arbour
發展項目	:	本木
Residential Property	:	Flat B3 on 2nd Floor with Flat Roof of Arbour, 2 Tak Shing Street, Kowloon
該住宅物業	:	九龍德成街 2 號本木 2 樓 B3 室連平台

The date on which this Vendor's Information Form is printed : 01-10-2026
本賣方資料表格的印製日期： 2026 年 10 月 1 日

(a) The amount of the management fee that is payable for the Residential Property:
須就該住宅物業支付的管理費用的款額：
每月/per month : 港幣/HK$1,299.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Please refer to the attached.
須就該住宅物業繳付的地稅（如有的話）的款額:
請參照附件。

(c) The name of the owners' incorporation (if any):
業主立案法團（如有的話）的名稱：
The owners' incorporation of the Development has not yet been formed.
發展項目仍未有成立業主立案法團。

(d) The name of the manager of the Development:
發展項目的管理人的姓名或名稱：
H-Privilege Limited
尊家管業有限公司

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

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

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

Acknowledged by :
確認 :

_____ _____
Tenderer(s) 投標者 Date 日期

GovHK香港政府一站通

香港特別行政區政府
差餉物業估價署

查詢物業的指定差餉及/或地租帳目
收取查詢結果

查詢結果

帳目編號
212-98602-5108-0-17

在此日或之前的繳款已計算在內 (日/月/年)
23/09/2026

物業單位地址或名稱
德成街2號
本木
2樓 B3室

2 TAK SHING ST
ARBOUR
2/F FLAT B3

帳目編號為 212-98602-5108-0-17 的帳目結餘 (下列資料只供參考)

	徵收款項計算至以下日期 (日/月/年) [1]	款項(港幣)
差餉	31/12/2026	2,455.00 結欠
地租	31/12/2026	1,473.00 結欠
總額		3,928.00 結欠
最後繳款日期 [1](詳細註釋)		30/10/2026

請注意：

- 以支票或自動轉帳方式繳款須於銀行收妥後方可作實。
- 若未能於 30/10/2026 或之前清繳款項，繳納人須連附加費繳交欠款，總額為港幣 4,125.00 元。
- 本表格所顯示的帳目結餘只屬於指定的帳目，並不包括有關物業的其他帳目情況。要查詢同一物業的所有帳目情況，請使用「物業資訊網」的「查詢差餉及/或地租帳目資料」服務，在網上查詢有關帳目資料，每個物業記錄的查詢費用為20元，或填妥表格RVD1009「差餉及/或地租帳目查詢表格」作出書面查詢，每一個物業記錄的查詢費用為81元。

在 01/04/2026 開始的財政年度內：

- 上述物業本季應繳的差餉為港幣 2,455.50。
- 上述物業本季應繳的地租為港幣 1,473.30。

- 上述本季應繳的差餉並未反映該物業的差餉寬減(如有) 。
- 如欲瀏覽關於差餉寬減的資訊，請點擊差餉寬減資訊。

請註冊使用 電子差餉地租單 服務以便隨時隨地查閱電子賬單！

以上資料不能用作確認上述物業的差餉及地租繳款狀況。如需確認，請致電 2152 2152 聯絡本署。

如須繳款，請使用以下「付款二維碼」及「轉數快」繳費碼:

「付款二維碼」於香港郵政局、7-Eleven或OK便利店繳款:

910961010000000039280021298602510801726101613O

"FPS" Payment

「轉數快」繳費

注意事項:

1. 日期及時間格式: 日/月/年 時:分:秒

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor	:	Success Sheen Limited ("the Vendor") (remark: the place of incorporation of the Vendor is British Virgin Islands and the liability of the members of the Vendor is limited) (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited)
賣方	:	成輝有限公司(「賣方」)(並以成輝地產有限公司之名稱在香港經營業務)(註:賣方的成立為法團所在地方為英屬維爾京群島,而賣方的成員之法律責任是有限的)(亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited 及 Kinsford International Limited)
The Development	:	Arbour
發展項目	:	本木
Residential Property	:	Flat B1 on 23rd Floor with Balcony and Roof of Arbour, 2 Tak Shing Street, Kowloon
該住宅物業	:	九龍德成街 2 號本木 23 樓 B1 室連露台及天台

The date on which this Vendor's Information Form is printed : 01-10-2026
本賣方資料表格的印製日期： 2026 年 10 月 1 日

(a) The amount of the management fee that is payable for the Residential Property:
須就該住宅物業支付的管理費用的款額：
每月/per month : 港幣/HK$1,235.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Please refer to the attached.
須就該住宅物業繳付的地稅（如有的話）的款額:
請參照附件。

(c) The name of the owners' incorporation (if any):
業主立案法團（如有的話）的名稱：
The owners' incorporation of the Development has not yet been formed.
發展項目仍未有成立業主立案法團。

(d) The name of the manager of the Development:
發展項目的管理人的姓名或名稱：
H-Privilege Limited
尊家管業有限公司

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

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

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

Acknowledged by :
確認 :

_____ _____
Tenderer(s) 投標者 Date 日期

GovHK香港政府一站通

香港特別行政區政府
差餉物業估價署

查詢物業的指定差餉及/或地租帳目
收取查詢結果

查詢結果

帳目編號
212-98602-4768-0-30

在此日或之前的繳款已計算在內 (日/月/年)
22/09/2026

物業單位地址或名稱
德成街2號
本木
23樓 B1室及天台

2 TAK SHING ST
ARBOUR
23/F FLAT B1 & ROOF

帳目編號為 212-98602-4768-0-30 的帳目結餘 (下列資料只供參考)

	徵收款項計算至以下日期 (日/月/年) [1]	款項(港幣)
差餉	31/12/2026	2,278.00 結欠
地租	31/12/2026	1,367.00 結欠
總額		3,645.00 結欠
最後繳款日期 [1](詳細註釋)		30/10/2026

請注意：

- 以支票或自動轉帳方式繳款須於銀行收妥後方可作實。
- 若未能於 30/10/2026 或之前清繳款項，繳納人須連附加費繳交欠款，總額為港幣 3,827.00 元。
- 本表格所顯示的帳目結餘只屬於指定的帳目，並不包括有關物業的其他帳目情況。要查詢同一物業的所有帳目情況，請使用「物業資訊網」的「查詢差餉及/或地租帳目資料」服務，在網上查詢有關帳目資料，每個物業記錄的查詢費用為20元，或填妥表格RVD1009「差餉及/或地租帳目查詢表格」作出書面查詢，每一個物業記錄的查詢費用為81元。

在 01/04/2026 開始的財政年度內：

- 上述物業本季應繳的差餉為港幣 2,278.50。
- 上述物業本季應繳的地租為港幣 1,367.10。

- 上述本季應繳的差餉並未反映該物業的差餉寬減(如有) 。
- 如欲瀏覽關於差餉寬減的資訊，請點擊差餉寬減資訊。

請註冊使用 電子差餉地租單 服務以便隨時隨地查閱電子賬單！

以上資料不能用作確認上述物業的差餉及地租繳款狀況。如需確認，請致電 2152 2152 聯絡本署。

如須繳款，請使用以下「付款二維碼」及「轉數快」繳費碼:

「付款二維碼」於香港郵政局、7-Eleven或OK便利店繳款:

910981010000000036450021298602476803026101613O

"FPS" Payment

「轉數快」繳費

注意事項:

1. 日期及時間格式: 日/月/年 時:分:秒

Appendix I

Tenderer's / Introducer's Declaration

PART I – Tenderer's Declaration

Property tendered* :	Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong (referred to below as "**the Development**")
☐	Flat B3 on 2nd Floor with Flat Roof
☐	Flat B1 on 23rd Floor with Balcony and Roof

(referred to below as "**the Property**")

*(Please put a tick (✓) in the appropriate box)

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

Vendor: Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company (referred to below as "**Vendor**"); "Henderson Property Agency Limited" (referred to below as "**HPAL**") is the sole agent appointed by the Vendor in relation to matters concerning the sale of the Property by way of tender.

Tenderer(s): (Name of the individual / Name of company) _____
ID Card No. / Business Registration No. _____ (referred to below as "**Tenderer**")

Introducer: _____(Company Name)
Business Registration No. _____
Address _____

Responsible staff of Introducer (referred to below as "Estate Agent"):
Name _____
Estate Agent's Licence / Salesperson's Licence No. _____
Tel No. _____
(the said introducer, the abovenamed Estate Agent and all other staff of the said introducer involved in promoting the Property to the Tenderer are referred to below collectively as "**Introducer**")

Regarding the matter of the purchase of the Property by way of tender by the Tenderer from the Vendor, the Tenderer hereby makes the following declarations and confirmations at the request of HPAL / the Vendor:

1. The Tenderer is introduced by Introducer to purchase the Property by way of tender.

2. The Tenderer acknowledges that HPAL is the sole agent authorised and appointed by the Vendor to handle all matters concerning the transaction of the sale of the Property to the Tenderer on behalf of the Vendor.

3. Introducer, as middleman between the Vendor / HPAL and the Tenderer, promotes the Property to the Tenderer in its capacity as middleman.

4. The Tenderer knows and acknowledges that HPAL as the Vendor's agent is responsible for accepting payment of deposit by the Tenderer, and dealing with the tender matters on behalf of the Vendor with the Tenderer.

5. Introducer has not made any representation, declaration or undertaking on behalf of HPAL / the Vendor to the Tenderer. The Tenderer has obtained from the Vendor the Sales Brochure in respect of the Development, and has acquired and learnt about detailed information concerning the Property via the Sales Brochure which sets out the information of the Property.

6. If Introducer / Estate Agent made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information to the Tenderer during the course of promotion of the Property, all such acts and deeds are purely the personal acts and deeds of Introducer / Estate Agent, and HPAL / the Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer / Estate Agent. For the avoidance of doubt, Introducer is not the agent of the Vendor or HPAL in respect of the sale and promotion of the Property.

7. Any dealing or dispute between the Tenderer and Introducer (including but not limited to the acts of Introducer / Estate Agent referred to in paragraph 6 above) does not concern or involve HPAL / the Vendor, and the Tenderer shall not refuse to complete or delay the completion formalities of the sale and purchase of the Property because of such dealing

or dispute between the Tenderer and Introducer, and the Tenderer shall not seek indemnification or reduction of purchase price of the Property from HPAL / the Vendor because of such dealing or dispute between the Tenderer and Introducer.

8. The Tenderer does not object to the payment of commission to Introducer by the Vendor / HPAL.

The Tenderer's Signature _____

The Tenderer's ID / B. R. No. _____

Date: _____

PART II – Introducer and Estate Agent's Declaration

Property tendered* :	Arbour, No.2 Tak Shing Street, Kowloon, Hong Kong (referred to below as "**the Development**")
☐	Flat B3 on 2nd Floor with Flat Roof
☐	Flat B1 on 23rd Floor with Balcony and Roof

(referred to below as "**the Property**")

*(Please put a tick (✓) in the appropriate box)

(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

Introducer: _____(Company Name) (referred to below as "**Introducer**")

Responsible staff of Introducer (referred to below as "Estate Agent"):

Name _____

Estate Agent's Licence / Salesperson's Licence No. _____

Vendor: Success Sheen Limited, a corporation, whose members' liability is limited, incorporated in the British Virgin Islands and registered in Hong Kong as a registered non-Hong Kong company (referred to below as "**Vendor**")

Tenderer(s): _____ ID Card No. / Business Registration No. _____ (referred to below as "**Tenderer**")

Introducer, in its capacity as middleman, promotes the Property to the Tenderer.

At the request of "Henderson Property Agency Limited" ("**HPAL**", the sole agent appointed by the Vendor to handle the transaction of the sale of the Property to the Tenderer) / the Vendor, Introducer and Estate Agent hereby make the following declarations and confirmations:

1. When the Estate Agent accompanies the Tenderer to proceed with registration and/or purchase of property(ies) of the Development by way of tender, the Estate Agent must (1) show his/her staff card with his/her photo affixed thereon and clearly stating his/her Estate Agent's Licence / Salesperson's Licence number or his/her Hong Kong Identity Card, and (2) provide his/her name card clearly stating his/her Estate Agent's Licence / Salesperson's Licence number, for verification and recording of such information by staff

of HPAL. If the above documents and personal data are not provided by the Estate Agent, HPAL / the Vendor will be unable to process the payment of commission in respect of such sale and purchase transaction, and no commission will be calculated and paid to Introducer.

2. Introducer undertakes that Introducer and the Estate Agent or other staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to the Tenderer during the course of promoting the Property. If Introducer and/or the Estate Agent or other staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information during the course of promotion of the Property, all such acts and deeds are purely the personal acts and deeds of Introducer and/or the Estate Agent or other staff, and HPAL / the Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer and/or the Estate Agent or other staff. For the avoidance of doubt, Introducer is not the agent of HPAL or the Vendor in respect of the sale and promotion of the Property of the Development.

3. If any person (including the Tenderer or its agent) makes any claim (or via other person makes any claim) in respect of any misrepresentations, false statements, false declarations, false undertakings or any dissemination of false or misleading information by Introducer and/or the Estate Agent or other staff, Introducer shall indemnify HPAL / the Vendor in respect of such claim as well as any fees, losses, damages or expenses paid, suffered or incurred by HPAL / the Vendor relating to and arising from such claim. HPAL collects the personal data of the Estate Agent for verifying the identity of the Estate Agent for the purpose of handling the payment of commission to Introducer by the Vendor / HPAL in respect of such sale and purchase transaction, and related matters. HPAL may disclose or transfer the Estate Agent's personal data to the Vendor, and/or to other persons as required or permitted by law or applicable legal or regulatory requirements.

4. Subject to the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 Laws of Hong Kong), the Estate Agent has the right to request access to or correction of his/her personal data held by HPAL. The Estate Agent may send data access or data correction request to our Personal Data (Privacy) Officer:

Address : 71/F – 76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

Email address : sales.hk@hld.com

Hotline : 2908 8111

Signed by the Estate Agent for himself/herself and for and on behalf of Introducer:

_____

Estate Agent's Licence / Salesperson's Licence No. of the Estate Agent:

_____

Date: _____

附件 I

投標者/介紹人聲明

第一部分 - 投標者聲明

招標物業* :	香港九龍德成街 2 號本木 (後稱「**發展項目**」)
☐	2 樓 B3 單位連平台
☐	23 樓 B1 單位連露台及天台

(後稱「**上述物業**」)
*(請以剔號(✓)填於適用的格子內)

(物業詳情列於招標公告附表第 I 部分(B)欄)

賣方 ： 成輝有限公司 (並以成輝地產有限公司之名稱在香港經營業務)，其成員之法律責任是有限的，而其成立為法團所在地方為英屬維爾京群島，並在香港註冊為註冊非香港公司 (後稱「**賣方**」)，就招標出售上述物業事宜賣方所指派的唯一代理人為「恒基物業代理有限公司」(後稱「**恒物**」)

投標者 ： (投標者姓名/公司名稱)_____
身份證/商業登記證號碼:_____
(後稱「**投標者**」)

介紹人 ： (公司名稱) _____
商業登記證: _____
地址:_____

介紹人公司負責職員 (後稱「**地產代理**」)**:**
姓名: _____
地產代理牌照/營業員牌照號碼:_____
電話:_____
(上述介紹人公司、上述地產代理、以及上述介紹人公司所有其他有參與向投標者推介上述物業的職員，後統稱「**介紹人**」)

就投標者向賣方投標認購上述物業的事宜，投標者現應恒物/賣方要求，作出下列聲明及確認 :-

(一) 投標者乃經由介紹人之推介投標認購上述物業。

(二) 投標者知悉恒物為唯一獲賣方授權、由賣方指派的代理人，代賣方處理所有關於出售上述物業予投標者之交易的事宜。

(三) 介紹人，作為賣方/恒物與投標者之間的中介人，以中介人身份，向投標者推介上述物業。

(四) 投標者知悉及確認恒物作為賣方代理人負責接收投標者所支付的訂金及代表賣方與投標者處理招標事宜。

(五) 介紹人並無代恒物/賣方向投標者作出任何陳述、聲明或承諾。投標者已從賣方取得有關發展項目的售樓說明書，並透過售樓說明書列載有關上述物業的資料，得悉上述物業的詳細資料。

(六) 若介紹人/地產代理在推介上述物業之過程中曾向投標者所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾，或傳布虛假的或具誤導性的資料，此等行為純屬介紹人/地產代理的個人行為，恒物/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料（如有的話）負上任何責任。為免生疑問，介紹人並非賣方或恒物就出售、推介上述物業之代理人。

(七) 投標者與介紹人之任何轇轕或糾紛（包括，但不限於，上述第六款提及的介紹人/地產代理的行為），概與恒物/賣方無涉，投標者不會以此拒絕或拖延完成買賣上述物業之交易，亦不會就此向恒物/賣方索取彌償或要求減價。

(八) 投標者不反對賣方/恒物支付佣金予介紹人。

投標者簽署_____

投標者身份證/商業登記證號碼: _____

日期:

第二部分 - 介紹人及地產代理聲明

招標物業* :	香港九龍德成街 2 號本木 (後稱「**發展項目**」)
☐	2 樓 B3 單位連平台
☐	23 樓 B1 單位連露台及天台

(後稱「**上述物業**」)
*(請以剔號(✓)填於適用的格子內)

(物業詳情列於招標公告附表第 I 部分(B)欄)

介紹人： _____(公司名稱) (後稱「**介紹人**」)

介紹人公司負責職員 (後稱「**地產代理**」)**:**
姓名: _____
地產代理牌照/營業員牌照號碼:_____

賣方 : 成輝有限公司 (並以成輝地產有限公司之名稱在香港經營業務)，其成員之法律責任是有限的，而其成立為法團所在地方為英屬維爾京群島，並在香港註冊為註冊非香港公司 (後稱「**賣方**」)

投標者 : (投標者姓名/公司名稱)_____
身份證/商業登記證號碼:_____ (後稱「**投標者**」)

介紹人以中介人身份，向投標者推介上述物業。

介紹人及地產代理現應「恒基物業代理有限公司」(即賣方指派處理出售上述物業予投標者之交易的唯一代理人，後稱「**恒物**」) / 賣方要求，作出下列聲明及確認:

(一) 地產代理於陪同投標者登記及/或投標認購發展項目的物業時，必須(1)出示其附有相片並清楚列明其地產代理牌照/營業員牌照號碼之職員證或香港身分證，及(2)提供其清楚列明其地產代理牌照/營業員牌照號碼之公司名片，讓恒物職員核對及記錄所需資料。如地產代理未有提供以上文件及個人資料，恒物/賣方將無法處理該宗買賣交易的佣金支付，亦不會計算及向介紹人支付佣金。

(二) 介紹人承諾介紹人及地產代理在推介上述物業之過程中不會向投標者作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料。若介紹人及/或地產代理或其他職員在推介上述物業之過程中作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾、或傳布虛假的或具誤導性的資料，此等行為純屬介紹人及/或地產代理或其他職員的個人行為，恒物/賣方不須就介紹人及/或地產代理或其他職員的有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或

傳布虛假的或具誤導性的資料（如有的話）負上任何責任。為免生疑問，介紹人並非恒物或賣方就出售、推介發展項目上述物業之代理人。

(三) 如任何人(包括投標者或其代理人)因介紹人及/或地產代理或其他職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出（或由他人代其提出）申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物/賣方作出彌償。恒物為了核實地產代理的身分而收集地產代理的個人資料，用作處理賣方/恒物向介紹人支付有關買賣交易的佣金及相關事宜。恒物可按法律或適用的法律或監管規定的要求或允許範圍內，向賣方及/或其他人士披露或轉移地產代理的個人資料。

(四) 根據個人資料（私隱）條例（香港法例第 486 章）的條文，地產代理有權要求查閱或改正恒物所持有與其有關的個人資料。地產代理可向我們的個人資料（私隱）主任發送查閱資料或改正資料要求：

地址　　：香港中環金融街八號國際金融中心二期七十一樓至七十六樓
電郵地址：sales.hk@hld.com
熱線　　：2908 8111

地產代理以個人名義及代表介紹人簽署: _____

地產代理的地產代理牌照/營業員牌照號碼:_____

日期: