Tender Document No. 2

招標文件第 2 號

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 J on 5th Floor with Flat Roof
Flat K on 5th Floor with Flat Roof
Flat L on 5th Floor with Flat Roof
Flat M on 5th Floor with Flat Roof
Flat N on 5th Floor with Flat Roof
Flat P on 5th Floor with Flat Roof
Flat Q on 5th Floor with Flat Roof

at Baker Circle · Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

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

Tender commences at the date and time set out in column (B) 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 (C) 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(unless previously withdrawn or sold)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 **"BAKER CIRCLE · DOVER Tender Box"** placed at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong in a sealed plain envelope and clearly marked "**BAKER CIRCLE · DOVER**".

Vendor	Vendor's Solicitors	Vendor's Agent
Asia Charming Limited (昌鳴有限公司), **Fortress Star Limited** (仁星有限公司) and **First Mate Development Limited** (科美發展有限公司) 72nd-76th Floors, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong	**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	**Henderson Property Agency Limited** (恒基物業代理有限公司) 73/F, Two International Finance Centre, No. 8 Finance Street, Central, Hong Kong
	Contacts Mr. Louis Pe Tel : 2829 2520 Fax : 2845 2510	Contacts Mr. Otto S T Ng Tel : 2908 8237 Fax : 2524 7102

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 ：

位於九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)

5 樓 J 單位連平台
5 樓 K 單位連平台
5 樓 L 單位連平台
5 樓 M 單位連平台
5 樓 N 單位連平台
5 樓 P 單位連平台
5 樓 Q 單位連平台

(物業詳情列於招標公告附表第 I 部分(A)欄)

招標開始日期及時間載於招標公告附表第 I 部分(B)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(C)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「**必嘉坊・曦匯**」，放入位於香港中環金融街 8 號國際金融中心 2 期 73 樓擺放的標示為「**必嘉坊・曦匯投標箱**」的投標箱內。

賣方	賣方律師	賣方代理人
Asia Charming Limited (昌鳴有限公司), **Fortress Star Limited** (仁星有限公司) 及 **First Mate Development Limited** (科美發展有限公司) 香港中環金融街 8 號國際金融中心 2 期 72 樓–76 樓	**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	**Henderson Property Agency Limited** (恒基物業代理有限公司) 香港中環金融街 8 號國際金融中心 2 期 73 樓
	聯絡人 白鴻滕律師 電話號碼 ：2829 2520 傳真號碼 ：2845 2510	聯絡人 吳善同先生 電話號碼 ：2908 8237 傳真號碼 ：2524 7102

Property :	**Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon**
	Flat J on 5th Floor with Flat Roof
	Flat K on 5th Floor with Flat Roof
	Flat L on 5th Floor with Flat Roof
	Flat M on 5th Floor with Flat Roof
	Flat N on 5th Floor with Flat Roof
	Flat P on 5th Floor with Flat Roof
	Flat Q on 5th Floor with Flat Roof

(full descriptions of the properties are set out in column (A) 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)	Vendor's Information Form (**Appendix G**) duly signed by the tenderer(s)	Submit one signed version **but left undated**

7)	Tenderer's / Introducer's Declaration (**Appendix H**) duly signed by the tenderer(s) and the Introducer respectively.	Submit one signed version **<u>but left undated</u>**
8)	Notice to Prospective Purchasers Re Open Kitchen Units (**Appendix I**) duly signed by the tenderer(s)	Submit one signed version **<u>but left undated</u>**
9)	Acknowledgement for viewing the Property (**Appendix J**) duly signed by the tenderer(s)	Submit one signed version **<u>but left undated</u>**
10)	Acknowledgement Letter on Benefit(s) (**Appendix K**) duly signed by the tenderer(s)	Submit one signed version **<u>but left undated</u>**
11)	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$80,000.00 must be made by way of cashier's order(s))	
12)	Copy of Identity Card(s) / Business Registration Certificate(s) of tenderer(s)	
13)	Copy of Estate Agent's Licence of the Introducer (individual)	

本物業 ：	九龍機利士南路 38 號必嘉坊·曦匯 (Baker Circle One 的第一期)
	5 樓 J 單位連平台
	5 樓 K 單位連平台
	5 樓 L 單位連平台
	5 樓 M 單位連平台
	5 樓 N 單位連平台
	5 樓 P 單位連平台
	5 樓 Q 單位連平台

(物業詳情列於招標公告附表第 I 部分(A)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「賣方資料表格」 **(附件 G)**	提交一份經簽署的版本 不用填寫日期
7)	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 H)**	提交一份經簽署的版本 不用填寫日期
8)	經投標者妥當簽署的 「有關開放式廚房單位的準買家通知」**(附件 I)**	提交一份經簽署的版本 不用填寫日期
9)	經投標者妥當簽署的 「參觀承購單位之確認函」**(附件 J)**	提交一份經簽署的版本 不用填寫日期
10)	經投標者妥當簽署的 「有關優惠的確認函」**(附件 K)**	提交一份經簽署的版本 不用填寫日期

11) 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$80,000.00 必須以本票支付)

12) 投標者的身份證/商業登記証副本

13) 介紹人(個人)的地產代理牌照副本

TENDER NOTICE

1. Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司) and First Mate Development Limited (科美發展有限公司) (collectively, the "**Vendor**") invite 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 J on 5th Floor with Flat Roof
Flat K on 5th Floor with Flat Roof
Flat L on 5th Floor with Flat Roof
Flat M on 5th Floor with Flat Roof
Flat N on 5th Floor with Flat Roof
Flat P on 5th Floor with Flat Roof
Flat Q on 5th Floor with Flat Roof

at Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon
(full descriptions of the properties are set out in column (A) 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 G**.

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 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 (D) of Part I of the Schedule to this Tender Notice at 73/F, Two International Finance Centre, 8 Finance 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 (C) of Part I of the Schedule to this Tender Notice, any property removed from or added to the Properties for Tender as specified in column (A) of Part I of the Schedule to this Tender Notice and any modification, amendment or revision of this Tender Document will be posted at 73/F, Two International Finance Centre, 8 Finance 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 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 **"BAKER CIRCLE · DOVER"**; and

(c) placed in the Tender Box labelled "**BAKER CIRCLE · DOVER Tender Box**" placed at the office of the Vendor's Agent at 73/F, Two International Finance Centre, 8 Finance 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 equals 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$80,000.00 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) The Vendor's Information Form (in the form annexed hereto as **Appendix G**) duly signed by the tenderer(s) **but left undated**.

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

(h) The "Notice to Prospective Purchasers Re Open Kitchen Units" (in the form annexed hereto as **Appendix I**) duly signed by the tenderer(s) **but left undated**.

(i) The "Acknowledgement for viewing the Property" (in the form annexed hereto as **Appendix J**) duly signed by the tenderer(s) **but left undated**.

(j) The "Acknowledgement Letter on Benefit(s)" (in the form annexed hereto as **Appendix K**) duly signed by the tenderer(s) **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 five (5) working days after the closing date of the tender.

"Tender Document" means this Tender Document comprising of:-

(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) Vendor's Information Form (in the form annexed to the Tender Notice as Appendix G);
(ix) Tenderer's / Introducer's Declaration (in the form annexed to the Tender Notice as Appendix H);
(x) Notice to Prospective Purchasers Re Open Kitchen Units (in the form annexed to the Tender Notice as Appendix I);
(xi) Acknowledgement for viewing the Property (in the form annexed to the Tender Notice as Appendix J); and
(xii) Acknowledgement Letter on Benefit(s) (in the form annexed to the Tender Notice as Appendix K).

"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) Properties for Tender (unless previously withdrawn or sold)	(B) Tender Commencement Date and Time	(C) Tender Closing Date and Time	(D) Period for Collection of Tender Document
Please refer to Part II of this Schedule	10:00 a.m. on every day from 17 April 2026 until 10 November 2026 (both days inclusive) (except Saturday, Sunday and Public Holidays)	5:00 p.m. on every day from 17 April 2026 until 10 November 2026 (both days inclusive) (except Saturday, Sunday and Public Holidays)	During the Daily Tender Period

Part II

1. Flat J on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

2. Flat K on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

3. Flat L on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

4. Flat M on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

5. Flat N on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

6. Flat P on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

7. Flat Q on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

招標公告

1. Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司) 及 First Mate Development Limited (科美發展有限公司) (以下統稱「**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

位於九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)

5樓J單位連平台
5樓K單位連平台
5樓L單位連平台
5樓M單位連平台
5樓N單位連平台
5樓P單位連平台
5樓Q單位連平台

(物業詳情列於招標公告附表第I部分(A)欄)

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G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) 招標文件可於本招標公告附表第I部分(D)欄中所述時段內於香港中環金融街 8號國際金融中心2期73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、減少或增加本招標公告附表第I部分(A)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。本招標公告附表第I部分(C)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、本招標公告附表第I部分(A)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，將會於香港中環金融街8號國際金融中心2期73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「**必嘉坊•曦匯**」；以及

(c) 從每日投標期間，放入賣方代理人位於香港中環金融街8號國際金融中心2期73樓的辦事處擺放的標示為「**必嘉坊・曦匯投標箱**」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$80,000.00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「賣方資料表格」 (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H**所列的格式)，<u>不用填寫日期</u>。

(h) 經投標者妥當簽署的「有關開放式廚房單位的準買家通知」(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>。

(i) 經投標者及介紹人分別妥當簽署的「參觀承購單位之確認函」(按照附連於本招標公告的**附件J**所列的格式)，<u>不用填寫日期</u>。

(j) 經投標者妥當簽署的「有關優惠的確認函」(按照附連於本招標公告的**附件K**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5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 (附連於招標公告的附件A)；
(iii) 出售條款 (附連於招標公告的附件B)；
(iv) 關於 «合約(第三者權利)條例» 豁免條款的通知書 (附連於招標公告的附件C) ；
(v) 有關與賣方之關係的確認書 (附連於招標公告的附件D)；
(vi) 對買方的警告 (附連於招標公告的附件E)；
(vii) 個人資料收集聲明 (附連於招標公告的附件F)；
(viii) 賣方資料表格 (附連於招標公告的附件G) ；
(ix) 投標者/介紹人聲明 (附連於招標公告的附件H)；
(x) 有關開放式廚房單位的準買家通知(附連於招標公告的附件I)；
(xi) 參觀承購單位之確認函(附連於招標公告的附件J)；及

(xii) 有關優惠的確認函(附連於招標公告的附件K)。

「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) 招標物業 (除非物業已被撤回或出售)	(B) 招標開始 日期及時間	(C) 招標截止 日期及時間	(D) 索取招標文件期間
請參閱本附表 第II部分	由2026年4月17日起 至2026年11月10日 (包括首尾兩天) 的每日上午10時 (星期六、星期日及公眾假期除外)	由2026年4月17日起 至2026年11月10日 (包括首尾兩天) 的每日下午5時 (星期六、星期日及公眾假期除外)	於每日投標期間

第II部份

1. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓J單位連平台
2. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓K單位連平台
3. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓L單位連平台
4. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓M單位連平台
5. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓N單位連平台
6. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓P單位連平台
7. 九龍機利士南路38號必嘉坊・曦匯 (Baker Circle One的第一期)5樓Q單位連平台

Appendix A

FORM OF TENDER

Tender for the purchase of a unit in **Baker Circle・Dover (Phase 1 of Baker Circle One)** (the "**Development**") as described below subject to the terms and conditions contained in the Tender Document.

To: Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司) and First Mate Development Limited (科美發展有限公司) (collectively, the "**Vendor**")
72nd Floor – 76th Floor, Two International Finance Centre
8 Finance Street, Central, Hong Kong

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 J on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 2. Flat K on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 3. Flat L on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 4. Flat M on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 5. Flat N on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 6. Flat P on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

☐ 7. Flat Q on 5th Floor with Flat Roof, Baker Circle・Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(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 choose one of the following payment methods by putting a tick (✓) in the appropriate box below)

☐ **Payment Method A1 – *Cash Payment Method – 100 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 100 days after signing of the Preliminary Agreement.

☐ **Payment Method A2 – *Privilege Mortgage Payment Method – 100 days Completion*** ******This method is only available to the first hand purchasers******		
(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 100 days after signing of the Preliminary Agreement. (i) "designated bank" offer first mortgage loan, second mortgage loan will be offered by finance company arranged by the Vendor (the maximum amount of second mortgage loan offered shall not exceed 40% of the Purchase Price, and the total amount of first mortgage loan and second mortgage loan offered shall not exceed 90% of the Purchase Price). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days after signing of the Preliminary Agreement and interest on second mortgage loan will be calculated at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The offer of second mortgage loan is subject to the "designated bank" offering the first mortgage loan mentioned above; or (ii) the Purchaser can apply to finance company arranged by the Vendor for mortgage loan, the loan amount shall not exceed 85% of the Purchase Price. The Purchaser will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days after signing of the Preliminary Agreement and interest on mortgage loan will be calculated at 2% below the Best Lending Rate (P-2% p.a.) from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th

		month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company(ies) as arranged by the Vendor provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of income proof and/or banking record of the Purchaser and his/her/its guarantor(s). The mortgage loan(s) shall be approved by the arranged finance company(ies) independently. The arranged finance company(ies) reserve(s) the final decision of the approval of mortgage loan(s).

☐ **Payment Method B1 –** ***Cash Payment Method – 150 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 150 days after signing of the Preliminary Agreement.

☐ **Payment Method B2 –** ***Privilege Mortgage Payment Method – 150 days Completion*** ******This method is only available to the first hand purchasers******		
(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 150 days after signing of the Preliminary Agreement. (i) "designated bank" offer first mortgage loan, second mortgage loan will be offered by finance company arranged by the Vendor (the maximum amount of second mortgage loan offered shall not exceed 40% of the Purchase Price, and the total amount of first mortgage loan and second mortgage loan offered shall not exceed 90% of the Purchase Price). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 150 days after signing of the Preliminary Agreement and interest on second mortgage loan will be calculated at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The offer of second mortgage loan is subject to the "designated bank" offering the first mortgage loan mentioned above; or (ii) the Purchaser can apply to finance company arranged by the Vendor for mortgage loan, the loan amount shall not exceed 85% of the Purchase Price. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 150 days after signing of the Preliminary Agreement and interest on mortgage

		loan will be calculated at 2% below the Best Lending Rate (P-2% p.a.) from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company(ies) as arranged by the Vendor provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of income proof and/or banking record of the Purchaser and his/her/its guarantor(s). The mortgage loan(s) shall be approved by the arranged finance company(ies) independently. The arranged finance company(ies) reserve(s) the final decision of the approval of mortgage loan(s).

☐ **Payment Method C1 –** ***Flexible Payment Method***		
(a)	HK$_____	5% of Purchase Price: being initial deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement.
(b)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.
(c)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.

(d)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.
(e)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.
(f)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.
(g)	HK$_____	_____% of Purchase Price: being further deposit/ part payment of Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement.
(h)	HK$_____	_____% of Purchase Price: being balance of the Purchase Price # which shall be paid by the Purchaser within _____days after signing of the Preliminary Agreement. # The total amount of the initial deposit and the further deposit shall amount to 10% of Purchase Price, while the amount exceeding 10% of Purchase Price shall be part payment of Purchase Price.

If arrangement of first mortgage loan or second mortgage loan by the Vendor is required, please tick (✓) in the appropriate box.
******This arrangement is only available to the first hand purchasers******

☐ (i) "Designated bank" offer first mortgage loan, second mortgage loan will be offered by finance company arranged by the Vendor (the maximum amount of second mortgage loan offered shall not exceed 40% of the Purchase Price, and the total amount of first mortgage loan and second

		mortgage loan offered shall not exceed 90% of the Purchase Price). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within _____days after signing of the Preliminary Agreement and interest on second mortgage loan will be calculated at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The offer of second mortgage loan is subject to the "designated bank" offering the first mortgage loan mentioned above. The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company(ies) as arranged by the Vendor provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of income proof and/or banking record of the Purchaser and his/her/its guarantor(s). The mortgage loan(s) shall be approved by the arranged finance company(ies) independently. The arranged finance company(ies) reserve(s) the final decision of the approval of mortgage loan(s); or
☐	(ii)	The Purchaser can apply to finance company arranged by the Vendor for mortgage loan, the loan amount shall not exceed 85% of the Purchase Price. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within _____days after signing of the Preliminary Agreement and interest on mortgage loan will be calculated at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the first 36 months and at 1% below the Best Lending Rate (P-1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation. The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company(ies) as arranged by the Vendor provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of income proof and/or banking record

of the Purchaser and his/her/its guarantor(s). The mortgage loan(s) shall be approved by the arranged finance company(ies) independently. The arranged finance company(ies) reserve(s) the final decision of the approval of mortgage loan(s).

BENEFITS:

Subject to the conditions as mentioned below, Purchaser who chooses Payment Method (A1), (A2), (B1), (B2) or (C1) shall be entitled to "**First 3 Years Warranty Offer" Benefit**, "**Legal Cost" Benefit** and "**Henderson Club Member" Benefit** referred to below:

"First 3 Years Warranty Offer" Benefit

Without affecting the Purchaser's rights under the formal Agreement for Sale and Purchase, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of the assignment of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding furniture (if any) and landscape area/potted plants (if any)) caused otherwise than by the act or neglect of any person ("First 3 Years Warranty Offer"). The First 3 Years Warranty Offer is subject to other terms and conditions.

"Legal Cost" Benefit

If the Purchaser appoints the solicitors firm recommended by the Vendor to represent the Purchaser until completion, the legal costs for the relevant Agreement for Sale and Purchase as well as the subsequent Assignment (excluding costs of certified copies of title deeds, the deed of mutual covenant, registration fees, plan fees and other disbursements, which shall be borne by the Purchaser) will be borne by the Vendor. All expenses in relation to the mortgage or other matters will be borne by the Purchaser. Subject to the above, each party shall bear its own solicitors' fees and disbursements.

"Henderson Club Member" 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:-

(i) a fixed sum equivalent to 0.5% of the Purchase Price as a benefit for the reimbursement (Such benefit will be given within 14 days after full

payment of Purchase Price by the Purchaser); and

(ii) management fees for the period of 12 months after the execution of the assignment of the Property 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.)

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. 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$80,000.00 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) The Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix G**) duly signed by the tenderer(s) **but left undated**.

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

(h) The "Notice to Prospective Purchasers Re Open Kitchen Units" (in the form annexed to the Tender Notice as **Appendix I**) duly signed by the tenderer(s) **but left undated**.

(i) The "Acknowledgement for viewing the Property" (in the form annexed to the Tender Notice as **Appendix J**) duly signed by the tenderer(s) **but left undated**.

(j) The "Acknowledgement Letter on Benefit(s)" (in the form annexed to the Tender Notice as **Appendix K**) duly signed by the tenderer(s) **but left undated**.

5. 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.

6. 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.

7. 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.

8. 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 **Asia Charming Limited (昌鳴有限公司)**, **Fortress Star Limited (仁星有限公司)** and **First Mate Development Limited (科美發展有限公司)**)

_____
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**必嘉坊・曦匯 (Baker Circle One 的第一期) (**以下簡稱「**發展項目**」**)** 的單位。

致： **Asia Charming Limited** (昌鳴有限公司), **Fortress Star Limited** (仁星有限公司) 及 **First Mate Development Limited** (科美發展有限公司) (以下統稱「**賣方**」)
香港中環金融街 8 號國際金融中心 2 期
72 樓–76 樓

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 (以下簡稱「**本投標書**」) 約束的前提下，以港幣 _____
_____元
(HK$_____) (以下簡稱「**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)*

(以下簡稱「**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. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 J 單位連平台

☐ 2. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 K 單位連平台

☐ 3. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 L 單位連平台

☐ 4. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 M 單位連平台

☐ 5. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 N 單位連平台

☐ 6. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 P 單位連平台

☐ 7. 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期)5 樓 Q 單位連平台

2. 買方將按照下列方式支付買價：
(請選擇下列其中一項付款計劃，並在適當的格子加上剔號（✓）標示。)

☐ 付款計劃 **A1 –** ***現金付款計劃 - 100 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%：進一步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 100 天內支付。

☐ 付款計劃 **A2 –** ***優惠按揭付款計劃 - 100 天成交*** ******只提供予第一手買家******	
(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%：進一步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 100 天內支付。 (i) 「特約銀行」提供即供首按；並由賣方安排財務公司提供第二按揭(第二按揭金額最高為買價四成，首按加二按合共提供不超過買價九成按揭)，買方於簽署臨時買賣合約後 100 天內於提款日起息供分期，第二按揭首三十六個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱“優惠利率”)減 2%(P-2%p.a.)計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.)計算；其後全期按優惠利率加 1% (P+1% p.a.)計算，利率浮動，必須於買方獲「特約銀行」同意承做第一按揭後方成立；或 (ii) 買方可向由賣方安排的財務公司申請按揭貸款，貸款額不超過買價八成半，買方於簽署臨時合約後 100 天內於提款日起息供分期，首三十六個月之利率按優惠利率減 2% (P-2% p.a.) 計算，第三

	十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.) 計算；其後全期按優惠利率加 1% (P+1% p.a.) 計算，利率浮動。 買方及其擔保人(如有的話)須按賣方安排的財務公司的要求提供足夠文件以証明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由安排的財務公司獨立審批。安排的財務公司保留最終批核按揭貸款的決定權。

☐ 付款計劃 **B1** – ***現金付款計劃 - 150 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%：進一步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 150 天內支付。

☐ 付款計劃 **B2** – ***優惠按揭付款計劃 - 150 天成交*** ******只提供予第一手買家******	
(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%：進一步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 150 天內支付。 (i) 「特約銀行」提供即供首按；並由賣方安排財務公司提供第二按揭(第二按揭金額最高為買價四成，首按加二按合共提供不超過買價九成按揭)，買方於簽署臨時合約後 150 天內於提款日起息供分期，第二按揭首三十六個月之利率按香港上海

	匯豐銀行之港元最優惠利率(後稱“優惠利率”)減 2% (P-2% p.a.) 計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.) 計算；其後全期按優惠利率加 1% (P+1% p.a.) 計算，利率浮動，必須於買方獲「特約銀行」同意承做第一按揭後方成立；或 (ii) 買方可向由賣方安排的財務公司申請按揭貸款，貸款額不超過買價八成半，買方於簽署臨時合約後 150 天內於提款日起息供分期，首三十六個月之利率按優惠利率減 2% (P-2%p.a.) 計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.)計算；其後全期按優惠利率加 1% (P+1% p.a.) 計算，利率浮動。 買方及其擔保人(如有的話)須按賣方安排的財務公司的要求提供足夠文件以証明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由安排的財務公司獨立審批。安排的財務公司保留最終批核按揭貸款的決定權。

☐ 付款計劃 **C1 –** ***靈活付款計劃***	
(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_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。
(c) 港幣_____元	買價_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。
(d) 港幣_____元	買價_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。
(e) 港幣_____元	買價_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。

(f) 港幣_____元	買價_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。
(g) 港幣_____元	買價_____%：進一步訂金/買價部分付款# 於買方簽署臨時合約後_____天內支付。
(h) 港幣_____元	買價_____%：買價餘額# 於買方簽署臨時合約後_____天內支付。 # 臨時訂金及進一步訂金總和為售價 10%，超過買價 10%之款項為買價部分付款。

如須要賣方安排第一按揭或第二按揭，請在適當的格子加上剔號(✓)標示。
****只提供予第一手買家****

☐ (i)	「特約銀行」提供即供首按；並由賣方安排財務公司提供第二按揭(第二按揭金額最高為買價四成，首按加二按合共提供不超過買價九成按揭)，買方於簽署臨時合約後_____天內於提款日起息供分期。第二按揭首三十六個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱“優惠利率”)減 2% (P-2% p.a.) 計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.) 計算；其後全期按優惠利率加 1% (P+1% p.a.) 計算，利率浮動，必須於買方獲「特約銀行」同意承做第一按揭後方成立。 買方及其擔保人(如有的話)須按賣方安排的財務公司的要求提供足夠文件以証明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由安排的財務公司獨立審批。安排的財務公司保留最終批核按揭貸款的決定權；或
☐ (ii)	買方可向由賣方安排的財務公司申請按揭貸款，貸款額不超過買價八成半，買方於簽署臨時合約後_____天內於提款日起息供分期。首三十六個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱“優惠利率”)減 2% (P-2% p.a.) 計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P-1% p.a.)計算；其後全期按優惠利率加 1% (P+1% p.a.) 計算，利率浮動。 買方及其擔保人(如有的話)須按賣方安排的財務公司的要求提供足夠文件以証明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由安排的財務公司獨立審批。安排的財務公司保留最終批核按揭貸款的決定權。

<u>優惠:</u>

受下列條款約束，選擇付款計劃(A1)、(A2)、(B1)、(B2) 或 (C1) 之買方可享**「首 3 年保修」優惠**、**「律師費」優惠**及**「恒地會會員」優惠**如下:

<u>「首 3 年保修」優惠</u>

在不影響買方於正式買賣合約下之權利的前提下，凡物業(但不包括傢俱(如有)及園景/盆栽(如有)) 有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於物業之轉讓契日期起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補 (「首 3 年保修優惠」)。首 3 年保修優惠受其他條款及細則約束。

<u>「律師費」優惠</u>

若買方選用賣方推薦之律師行為買方之代表律師直至交易完成，所有有關買賣合約及樓契之律師費用(除地契/公契印證費、註冊費、圖則費及其他實際支出款項由買方負責支付外)，均由賣方代買方支付。一切有關按揭及其他之費用，均由買方負責。除上述情況外，各方需自行負責己方的律師費用及支出。

<u>「恒地會會員」優惠</u>

如買方為「恒地會」會員並直接經賣方代理人(即「恒基物業代理有限公司」)購買物業 (而並非經任何其他地產代理中介)，買方可獲贈:-

(i) 相等於買價的 0.5%固定金額作為回贈優惠(此優惠於買方付清買價後 14 天內由賣方支付)；及

(ii) 12 個月管理費(於簽契入伙後起計算)。

(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。)

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. 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(不少於港幣$80,000.00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「賣方資料表格」 (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 H** 所列的格式)，<u>不用填寫日期</u>。

(h) 經投標者妥當簽署的「有關開放式廚房單位的準買家通知」(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>。

(i) 經投標者及介紹人分別妥當簽署的「參觀承購單位之確認函」(按照附連於招標公告的**附件 J** 所列的格式)，<u>不用填寫日期</u>。

(j) 經投標者妥當簽署的「有關優惠的確認函」(按照附連於招標公告的**附件 K** 所列的格式)，<u>不用填寫日期</u>。

5. 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。

6. 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。

7. 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。

8. 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 : _____

****

<u>接受要約</u>

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 **Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司)** 及 **First Mate Development Limited (科美發展有限公司))**

_____
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 **BAKER CIRCLE ONE**, Kowloon erected on Section A of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section B of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section C of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section D of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section E of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section F of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 2 of Section A of Hung Hom Marine Lot No.1, Section A of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section B of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section C of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section D of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section E of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section F of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section G of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section H of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, Section I of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 3 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Section A of Sub-section 4 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Section B of Sub-section 4 of Section A of Hung Hom Marine Lot No.1, The Remaining Portion of Sub-section 4 of Section A of Hung Hom Marine Lot No.1 and The Remaining Portion of Sub-section 7 of Section A

	of Hung Hom Marine Lot No.1, 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 collectively Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司) and First Mate Development Limited (科美發展有限公司).
"Vendor's Agent"	means Henderson Property Agency Limited.
"Vendor's Solicitors"	means Zhong Lun Law Firm LLP.

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$80,000.00 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 (D) of Part I of the 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

In this Schedule 1, only the measurements of the property(ies) which the Property comprises are applicable to this Preliminary Agreement.

Flat J on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 21.579 square metres / 232 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 57.048 square metres/ 614 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 K on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 21.622 square metres / 233 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 17.274 square metres/ 186 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 L on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 19.833 square metres / 213 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 16.853 square metres/ 181 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 M on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 19.833 square metres / 213 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 17.274 square metres/ 186 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 N on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 21.186 square metres / 228 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 16.853 square metres/ 181 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 P on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 21.516 square metres / 232 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 17.274 square metres/ 186 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 Q on 5th Floor with Flat Roof, Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon

(a) The saleable area of the Property is 21.516 square metres / 232 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 18.461 square metres/ 199 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.

Schedule 2
Fittings, finishes and appliances

(For Flats B, J, K, L, M, N, P & Q of 5-12/F, 15-23/F, 25-28/F and Flats L, M, N & P of 29/F only)

Internal wall and ceiling:	The internal walls in living room/dining room are finished with emulsion paint and semi-gloss lacquer. Ceiling is finished with emulsion paint, gypsum board false ceiling and light trough with emulsion paint. The internal walls and ceiling of bedroom are finished with emulsion paint.
Internal floor:	Living room/dining room floor is finished with ceramic tiles. Bedroom floor is finished with engineered timber.
Bathroom finishes:	Floor is finished with ceramic tiles. Walls are finished with ceramic tiles, metal, solid surfacing and glass, gypsum board false ceiling with emulsion paint.
Kitchen finishes:	Floor is finished with ceramic tiles, walls are finished with stainless steel and nano tech material up to the bottom level of overhead cabinet.
Main entrance door:	Solid core timber door fitted with lockset, door closer, eye viewer and door stopper.
Bedroom door:	Timber door with lockset.
Bathroom door:	Timber door with lockset.
Bathroom fittings:	Timber basin cabinet with solid surfacing countertop. Fittings include basin mixer, wash basin, water closet, shower mixer and shower compartment.
Kitchen fittings:	Timber kitchen cabinet with nano tech material countertop, fitted with sink unit and sink mixer.
Telephone:	Telephone outlets are provided.
Aerials:	TV/FM outlets are provided.
Electrical installations:	Single-phase electricity supply with miniature circuit breaker distribution board is provided.
Air-conditioner	Air-conditioners are provided.
Gas supply:	Gas supply pipe is installed.
Security system:	Audio door phone is installed.

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」 指建於紅磡海旁地段第 1 號 A 分段第 2 小分段 A 段、紅磡海旁地段第 1 號 A 分段第 2 小分段 B 段、紅磡海旁地段第 1 號 A 分段第 2 小分段 C 段、紅磡海旁地段第 1 號 A 分段第 2 小分段 D 段、紅磡海旁地段第 1 號 A 分段第 2 小分段 E 段、紅磡海旁地段第 1 號 A 分段第 2 小分段 F 段、紅磡海旁地段第 1 號 A 分段第 2 小分段餘段、紅磡海旁地段第 1 號 A 分段第 3 小分段 A 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 B 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 C 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 D 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 E 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 F 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 G 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 H 段、紅磡海旁地段第 1 號 A 分段第 3 小分段 I 段、紅磡海旁地段第 1 號 A 分段第 3 小分段餘段、紅磡海旁地段第 1 號 A 分段第 4 小分段 A 段餘段、

	紅磡海旁地段第 1 號 A 分段第 4 小分段 B 段餘段、紅磡海旁地段第 1 號 A 分段第 4 小分段餘段及紅磡海旁地段第 1 號 A 分段第 7 小分段餘段 位於九龍 **BAKER CIRCLE ONE**，該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/該物業」	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」	統指 Asia Charming Limited (昌鳴有限公司), Fortress Star Limited (仁星有限公司) 及 First Mate Development Limited (科美發展有限公司)。
「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。

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**」) (其中該臨時訂金當中不少於港幣$80,000.00 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(D)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該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. 當完成該物業的買賣時，買方須 ：

(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)款的規定沒有從合約(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

於本附表 1，只有構成「物業」的物業的量度尺寸方適用於本臨時合約。

九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 J 單位連平台

(a) 該物業的實用面積為 21.579 平方米 / 232 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 57.048 平方米/ 614 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。

九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 K 單位連平台

(a) 該物業的實用面積為 21.622 平方米 / 233 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 17.274 平方米/ 186 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。

<u>九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 L 單位連平台</u>

(a) 該物業的實用面積為 <u>19.833</u> 平方米 / <u>213</u> 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 <u>16.853</u> 平方米/ <u>181</u> 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。

<u>九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 M 單位連平台</u>

(a) 該物業的實用面積為 <u>19.833</u> 平方米 / <u>213</u> 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 <u>17.274</u> 平方米/ <u>186</u> 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。

九龍機利士南路 38 號必嘉坊・曦滙 (Baker Circle One 的第一期) 5 樓 N 單位連平台

(a) 該物業的實用面積為 21.186 平方米 / 228 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 16.853 平方米/ 181 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。

九龍機利士南路 38 號必嘉坊・曦滙 (Baker Circle One 的第一期) 5 樓 P 單位連平台

(a) 該物業的實用面積為 21.516 平方米 / 232 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 17.274 平方米/ 186 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。

九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 Q 單位連平台

(a) 該物業的實用面積為 21.516 平方米 / 232 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 18.461 平方米/ 199 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。

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
關於《合約(第三者權利)條例》的通知書

Property *: 本物業 * :	Baker Circle・Dover (Phase 1 of Baker Circle One), 38 Gillies Avenue South, Kowloon ("the Development") 九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) (「發展項目」)
☐	Flat J on 5th Floor with Flat Roof 5 樓 J 單位連平台
☐	Flat K on 5th Floor with Flat Roof 5 樓 K 單位連平台
☐	Flat L on 5th Floor with Flat Roof 5 樓 L 單位連平台
☐	Flat M on 5th Floor with Flat Roof 5 樓 M 單位連平台
☐	Flat N on 5th Floor with Flat Roof 5 樓 N 單位連平台
☐	Flat P on 5th Floor with Flat Roof 5 樓 P 單位連平台
☐	Flat Q on 5th Floor with Flat Roof 5 樓 Q 單位連平台

*(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 (A) 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(A)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]

[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。」

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:

Appendix D
附件 D

To: 1) Henderson Land Development Company Limited (恒基兆業地產有限公司)；and
2) Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司) and First Mate Development Limited (科美發展有限公司) (also as the owner and whose holding companies 亦為擁有人及其控權公司) are Henderson Development Limited (恒基兆業有限公司), Henderson Land Development Company Limited (恒基兆業地產有限公司), Mightymark Investment Limited (謙耀置業有限公司), Good Time Limited and Broadwin Int'l Limited

Dear Sirs,
敬啟者

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

Baker Circle · Dover (Phase 1 of Baker Circle One) 必嘉坊・曦匯(Baker Circle One 的第一期)

Flat 單位 _____ Floor 層數 _____

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 Land Development Company Limited nor the relatives of any directors of Henderson Land Development Company 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 further undertake to notify you in writing on any change of the above information on or prior to our/my signing of the Formal Agreement for Sale and 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)為獨立第三者，並非恒基兆業地產有限公司之關連人士(按〈上市規則〉之闡釋)，亦非恒基兆業地產有限公司董事之親屬。

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/本人茲進一步承諾如吾等/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):

_____
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

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

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

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

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

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

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

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

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

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

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

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

物業/ Property : Baker Circle · Dover (Phase 1 of Baker Circle One)
必嘉坊・曦匯(Baker Circle One 的第一期)

單位/Flat :

層數/Floor :

投標者/ Tenderer(s)

_____

姓名/Name of Tenderer(s)：

日期 / Date :

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 閣下不欲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**
查閱及更正 閣下的個人資料

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 :

Baker Circle · Dover (Phase 1 of Baker Circle One)
必嘉坊・曦匯(Baker Circle One 的第一期)

Flat 單位_____Floor 樓_____

_____

Name 姓名 :
Date 日期:

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat J on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 J 單位

The date on which this Vendor's Information Form is printed : 29 September 2026
本賣方資料表格的印製日期： 29 - 09 - 2026

(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$1,423.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat K on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 K 單位

The date on which this Vendor's Information Form is printed : 29 September 2026
本賣方資料表格的印製日期： 29 - 09 - 2026

(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$1,219.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat L on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 L 單位

The date on which this Vendor's Information Form is printed : 02 April 2026
本賣方資料表格的印製日期： 02 - 04 - 2026

(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$1,120.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat M on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 M 單位

The date on which this Vendor's Information Form is printed : 30 June 2026
本賣方資料表格的印製日期： 30 - 06 - 2026

(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$1,125.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat N on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 N 單位

The date on which this Vendor's Information Form is printed : 29 September 2026
本賣方資料表格的印製日期： 29 - 09 - 2026

(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$1,188.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat P on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 P 單位

The date on which this Vendor's Information Form is printed : 29 September 2026
本賣方資料表格的印製日期： 29 - 09 - 2026

(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$1,214.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor (賣方） : Asia Charming Limited (昌鳴有限公司)、Fortress Star Limited (仁星有限公司）and First Mate Development Limited (科美發展有限公司)

The Development : Baker Circle · Dover (Phase 1 of Baker Circle One)
發展項目 : 必嘉坊・曦匯(Baker Circle One 的第一期)

Residential Property : Flat Q on the 5th Floor of Baker Circle · Dover (Phase 1 of Baker Circle One)

該住宅物業 : 必嘉坊・曦匯 (Baker Circle One 的第一期) 5 樓 Q 單位

The date on which this Vendor's Information Form is printed : 29 September 2026
本賣方資料表格的印製日期： 29 - 09 - 2026

(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$1,219.00

(b) The amount of the Government rent (if any) that is payable for the Residential Property:
Information not yet available
須就該住宅物業繳付的地稅（如有的話）的款額：
暫時沒有資料

(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該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

-End-
-完-

Appendix H

Tenderer's / Introducer's Declaration

PART I – Tenderer's Declaration

Property tendered: *	Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon (referred to below as "**Development**")
☐	Flat J on 5th Floor with Flat Roof
☐	Flat K on 5th Floor with Flat Roof
☐	Flat L on 5th Floor with Flat Roof
☐	Flat M on 5th Floor with Flat Roof
☐	Flat N on 5th Floor with Flat Roof
☐	Flat P on 5th Floor with Flat Roof
☐	Flat Q on 5th Floor with Flat 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 (A) of Part I of the Schedule to the Tender Notice)

Vendors: Asia Charming Limited, Fortress Star Limited and First Mate Development Limited (collectively 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: (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 _____

Tel No. _____

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

Name _____

Estate Agent's Licence / Salesperson's Licence 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: *	Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon (referred to below as "**Development**")
☐	Flat J on 5th Floor with Flat Roof
☐	Flat K on 5th Floor with Flat Roof
☐	Flat L on 5th Floor with Flat Roof
☐	Flat M on 5th Floor with Flat Roof
☐	Flat N on 5th Floor with Flat Roof
☐	Flat P on 5th Floor with Flat Roof
☐	Flat Q on 5th Floor with Flat 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 (A) 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. _____

Vendors: Asia Charming Limited, Fortress Star Limited and First Mate Development Limited (collectively referred to below as "**Vendor**")

Tenderer: _____ 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 **H**

投標者/介紹人聲明

第一部分 - 投標者聲明

招標物業: *	九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) (後稱「**發展項目**」)
☐	5 樓 J 單位連平台
☐	5 樓 K 單位連平台
☐	5 樓 L 單位連平台
☐	5 樓 M 單位連平台
☐	5 樓 N 單位連平台
☐	5 樓 P 單位連平台
☐	5 樓 Q 單位連平台

(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(A)欄)

賣方 ： 昌鳴有限公司、仁星有限公司 及 科美發展有限公司 (後統稱「**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:_____

電話:_____

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:_____

(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: *	九龍機利士南路 38 號必嘉坊・曦匯 (Baker Circle One 的第一期) (後稱「**發展項目**」)
☐	5 樓 J 單位連平台
☐	5 樓 K 單位連平台
☐	5 樓 L 單位連平台
☐	5 樓 M 單位連平台
☐	5 樓 N 單位連平台
☐	5 樓 P 單位連平台
☐	5 樓 Q 單位連平台

(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(A)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 : 昌鳴有限公司、仁星有限公司 及 科美發展有限公司 (後統稱「**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: _____

Appendix I
附件 I

Notice to Prospective Purchasers Re Open Kitchen Units
有關開放式廚房單位的準買家通知

Property *: 該物業 *:	Baker Circle·Dover (Phase 1 of Baker Circle One), 38 Gillies Avenue South, Kowloon, Hong Kong 香港九龍機利士南路 38 號必嘉坊·曦匯 (Baker Circle One 的第一期)
☐	Flat J on 5th Floor with Flat Roof 5 樓 J 單位連平台
☐	Flat K on 5th Floor with Flat Roof 5 樓 K 單位連平台
☐	Flat L on 5th Floor with Flat Roof 5 樓 L 單位連平台
☐	Flat M on 5th Floor with Flat Roof 5 樓 M 單位連平台
☐	Flat N on 5th Floor with Flat Roof 5 樓 N 單位連平台
☐	Flat P on 5th Floor with Flat Roof 5 樓 P 單位連平台
☐	Flat Q on 5th Floor with Flat Roof 5 樓 Q 單位連平台

*(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 (A) 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(A)欄)

BAKER CIRCLE DOVER
必嘉坊·曦匯
by HENDERSON LAND

Notice to Prospective Purchasers Re. Open Kitchen Units

As set out in the draft Deed of Mutual Covenant and Management Agreement ("DMC") in respect of the development annexed to a Statutory Declaration in respect of the phase registered/to be registered in the Land Registry, the DMC will contain the following provisions regarding the Residential Units with open kitchen design: -

Clause 83 of the DMC

"83. (a) The Owners of the Open Kitchen Units shall at their own expense observe and comply with the applicable Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause the other Occupiers of his Open Kitchen Unit to observe and comply with the same. Without prejudice to the generality of but in addition to the foregoing, the Owner of an Open Kitchen Unit in Phase 1 shall observe and comply with the following provisions:-

(i) not to alter, tamper, remove or obstruct (a) the sprinkler head(s) provided at the ceiling immediately above the open kitchen; (b) the smoke detector(s) provided inside his Open Kitchen Unit; (c) the smoke detector(s) provided at the common lift lobby outside his Open Kitchen Unit; and (d) the other fire services installations/ measures or fire safety provisions provided inside or outside his Open Kitchen Unit as specified in the Fire Safety Management Plan for Phase 1;

(ii) not to remove, alter or tamper the fire rated full height wall having an FRR (fire resistance rating) of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the flat exit door in his Open Kitchen Unit;

(iii) to allow the fire services installations mentioned in Sub-clauses (a)(i) and (a)(ii) above to be subject to annual check conducted by the RFSIC;

(iv) to maintain and keep the fire services installations/ measures or fire safety provisions specified in the Fire Safety Management Plan for Phase 1 and installed in his Open Kitchen Unit in good order and working condition; and

(v) to allow access for the RFSIC to carry out annual inspection, check and maintenance (as referred to in Sub-clause (b) below), and to let, lease, license or otherwise part with the possession of his Open Kitchen Unit upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall allow such access for the RFSIC and agree to observe and comply with the provisions contained in this Deed relating to and/or applicable to the Open Kitchen Units.

(b) The Manager shall on behalf of the Owners of the Open Kitchen Units carry out and implement the plans relating to maintenance, inspection and check, staff training, fire action and fire prevention and conduct annual staff training and annual fire drill as set out in the applicable Fire Safety Management Plan. Without limiting the generality of the foregoing, the Manager is hereby given full authority by the Owners of the Open Kitchen Units to engage or employ RFSIC, and the RFSIC shall be responsible for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works and appropriate procedures in respect of the fire services installations/ measures or fire safety provisions (including but not limited to those mentioned in Sub-clauses (a)(i) and (a)(ii) above) as specified in and in accordance with the applicable Fire Safety Management Plan, and submit the maintenance certificate to the Fire Services Department.

(c) The Manager and the RFSIC shall have the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Open Kitchen Unit to carry out check, inspection, testing or maintenance of the fire services installations/ measures or fire safety provisions therein (at the cost of the Owner of that Open Kitchen Unit) or verify observance and compliance of provisions referred to in Sub-clause (a) above.

(d) The First Owner shall deposit a copy of the Fire Safety Management Plan for Phase 1 or the Fire Safety Management Plan for any Subsequent Phase (if any) in the management office of the Estate within one month of the date of this Deed or the relevant Sub-Deed for reference by all Owners and the Manager."

Remarks:

1. Unless otherwise defined in this Notice, the capitalized terms used in this Notice shall have the same meaning of such terms in the DMC.
2. Where there is any discrepancy in the meaning(s) between the English and Chinese versions of this Notice, the English version shall prevail.
3. This Notice does not form part of the Sales Brochure of "Baker Circle · Dover".

Date of printing of this Notice: 6th June 2022

BAKER CIRCLE DOVER
必嘉坊·曦匯
by HENDERSON LAND

有關開放式廚房單位的準買家通知

根據附於已/將在土地註冊處註冊有關期數的法定聲明內發展項目的公契及管理協議（「公契」）的擬稿，公契將載有下列有關連開放式廚房設計的住宅單位的條文：-

公契第83條

「83. (a) 所有開放式廚房單位的擁有人須自費遵守及履行，並促使其開放式廚房單位的其他佔用人遵守及履行，消防安全管理計劃及管理人不時發出或提出有關實行適用之消防安全管理計劃的指引或指示。在不損害上文一般性的原則下，但除了上述條文外，第一期內的開放式廚房單位的擁有人須遵守及履行下列條文：-

(i) 不准更改、改動、移走或阻礙(a)設置在開放式廚房天花板上的灑水頭；(b)設置在其開放式廚房單位內的煙霧探測器；(c)設置在其開放式廚房單位外的公共升降機大堂的煙霧探測器；及(d)第一期之消防安全管理計劃內所訂明設置在其開放式廚房單位內或外的其他消防裝置/措施或消防安全設施；

(ii) 不准移走、更改或改動設置在其開放式廚房單位內毗鄰於單位出口門，而高度與室內的整個高度相同的防火牆，該防火牆具有不少於30分鐘耐火完整性等級及30分鐘隔熱等級(-/30/30)；

(iii) 容許註冊消防裝置承辦商對上文(a)(i)及(a)(ii)款所提述的消防裝置進行每年檢查；

(iv) 保養及保持第一期之消防安全管理計劃所訂明，並設置在其開放式廚房單位內的消防裝置/措施或消防安全設施在良好的運作狀況；及

(v) 容許註冊消防裝置承辦商出入以進行每年檢驗、檢查及保養(如下文(b)款所提述)，及在其開放式廚房單位的租客、承租人、獲許可的人或佔用人同意容許註冊消防裝置承辦商出入及遵守及履行本公契所載的有關及/或適用於其開放式廚房單位的條文的情況下，方可出租、租賃、許可或以其他方式放棄管有其開放式廚房單位。

(b) 管理人須代表開放式廚房單位的擁有人執行及實施在適用的消防安全管理計劃內列出有關保養、檢驗和檢查、員工訓練、消防行動及預防火警的計劃，以及進行其所載的年度員工訓練及年度火警演習。在不損害上文一般性的原則下，管理人在此獲得開放式廚房單位的擁有人授予全權僱用或聘請註冊消防裝置承辦商，而該承辦商須負責根據適用的消防安全管理計劃內所指明並須遵守的有關消防裝置/措施或消防安全設施(包括但不限於上文(a)(i)及(a)(ii)款所提述的)的每年檢驗及檢查、測試、保持及保養其在良好修葺的狀況，以及進行任何必要的工程及適用的程序，並須向消防處呈交保養證明書。

(c) 管理人及其僱用的註冊消防裝置承辦商有權在發出合理通知後(若遇緊急情況則無需通知)於所有合理時間內，不論有否帶同工人、裝備或材料，進入任何開放式廚房單位為單位內的消防裝置/措施或消防安全設施進行檢驗、檢查、測試或保養(有關費用則由該開放式廚房單位的擁有人負責)，或核實上文(a)款所提述的條文是否已獲遵從及遵守。

(d) 首位擁有人須自本公契或相關副公契的日期起計一個月內在屋苑的管理處存放一份第一期之消防安全管理計劃或任何其他其後期數之消防安全管理計劃(如有)的副本，以供所有擁有人及管理人參考。」

備註：

1. 除非本通知另有規定，本通知內所採用的詞彙與該詞彙在公契內的意思相同。
2. 此通知的中英文文本如有歧義，則以英文文本為準。
3. 此通知並不構成「必嘉坊・曦匯」售樓說明書之一部分。

此通知之印刷日期：2022年6月6日

投標者簽署/ Tenderer(s)：

_____

姓名/Name：

日期/Date：

Appendix J
附件 J

參觀承購單位之確認函

Acknowledgement for viewing the Property

該物業/The Property ： Flat 單位 _____ Floor 層數 _____

該發展項目/The Development ： Baker Circle · Dover (Phase 1 of Baker Circle One)
- No. 38 Gillies Avenue South, Kowloon

必嘉坊・曦匯(Baker Circle One 的第一期) – 九龍機利士南路 38 號

投標者/ The Tenderer(s) _____

身份證/商業登記 I.D./B.R. No. _____

投標者確認已參觀上述之單位並同意接受上述單位根據已建成之現狀為賣方交吉之交樓標準。

The Tenderer(s) acknowledge(s) that the Tenderer(s) has/have already viewed the Property and agreed to accept the delivery of vacant possession of the Property as it stands.

投標者簽署
TENDERER(S)

_____

日期/Date：

Appendix K
附件 K

Acknowledgement Letter on Benefit(s)
有關優惠的確認函

To : Asia Charming Limited, Fortress Star Limited and First Mate Development Limited (collectively as the Vendor)
致： 昌鳴有限公司、仁星有限公司 及 科美發展有限公司 (作為賣方)

Re: Acknowledgement Letter on Benefit(s)
確認函：有關優惠

Property: * 本物業 : *	Baker Circle • Dover (Phase 1 of Baker Circle One), No. 38 Gillies Avenue South, Kowloon 九龍機利士南路 38 號必嘉坊 • 曦匯 (Baker Circle One 的第一期)
☐	Flat J on 5th Floor with Flat Roof 5 樓 J 單位連平台
☐	Flat K on 5th Floor with Flat Roof 5 樓 K 單位連平台
☐	Flat L on 5th Floor with Flat Roof 5 樓 L 單位連平台
☐	Flat M on 5th Floor with Flat Roof 5 樓 M 單位連平台
☐	Flat N on 5th Floor with Flat Roof 5 樓 N 單位連平台
☐	Flat P on 5th Floor with Flat Roof 5 樓 P 單位連平台
☐	Flat Q on 5th Floor with Flat Roof 5 樓 Q 單位連平台

*(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 (A) 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(A)欄)

Please put a tick (✓) in the appropriate box below and fill in the details in the appropriate place.

請在下列適當的格子加上剔號(✓)標示，並在適當的空位填寫詳情。

☐ 1. Benefit(s) (if any) 優惠(如有)

☐ 2. Not applicable. 不適用。

Signature of the Tenderer(s)/投標者簽署：

_____

Name of Tenderer(s)/投標者姓名:

Date/日期 :

Reminder to Prospective Purchasers

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), BEFORE entering into a preliminary agreement for sale and purchase (PASP), you should:

(a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s);

(b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute;

(c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available;

(d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and

(e) **Remain cool-headed** and critically consider the followings:

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;

- Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

- Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;

- Affordability and repayment ability - after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and

- Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

給準買家的提醒

如你擬選用由賣方或其指定財務公司提供的財務計劃（例如按揭、押記或貸款），你應在簽訂臨時買賣合約**前**：

(a) **細閱**有關**價單**和其他相關文件內列出的財務計劃資料（包括條款及條件等）；

(b) **不要輕信**地產代理等第三方的**口頭承諾**，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應**書寫下來**，並經有關公司加簽，以避免爭議；

(c) **直接向賣方或其指定財務公司**（視屬何種情況而定）**查詢**有關財務計劃的條款及條件（包括任何提早還款的罰款）、批核條件和申請手續（包括有關財務計劃是否只在特定時限內提供）等詳情；

(d) 在賣方或其指定財務公司（視屬何種情況而定）**以書面形式**確認根據財務計劃可取得的貸款額及相關條款前，**切勿貿然簽訂臨時買賣合約**。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及

(e) **保持冷靜**並審慎考慮以下事項：

- 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；

- 注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得貸款的能力；

- 對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。

- 負擔能力與還款能力 — 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及

- 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？

必嘉坊・曦匯 Baker Circle・Dover

(Baker Circle One的第一期) (Phase 1 of Baker Circle One)

按揭貸款條款（只提供予第一手買家)

付款辦法 / 貸款條款	**A2 & B2 & C1**
	八成半按揭
1. 貸款公司：	華盈財務有限公司
2. 貸款額：	最高可達買價85%
3. 貸款利率：	首36個月按香港上海匯豐銀行之港元最優惠利率 (後稱“優惠利率”) 減2厘計算; 第37至60個月之利率按優惠利率減1厘計算; 其後全期按優惠利率加1厘計算，利率浮動。
4. 還款年期：	最長可達30年，惟每月供款金額不少於HK$3,000.00。
5. 起供日期：	貸款後一個月開始，每月供款。
6. 手續費：	免。
7. 樓宇火險：	抵押樓宇之火險**必須**經由本公司代為投保及續保(根據投保及續保時貸款結欠餘額)，有關保費由借款人繳付。
8. 提早還款：	須於一個月前書面通知，最低還款額為港幣十萬元。

其他條款:

1) (適用於有限公司買家) 簽妥正式買賣合約後至提取貸款前，不可以變更公司股東及董事。如有任何股權變動，貸款公司將拒絕該按揭貸款申請。
2) (適用於第二按揭) 第一按揭及第二按揭需獨立審批及第一按揭銀行必須為貸款公司指定銀行。
3) 申請人/擔保人須於簽妥正式買賣合約後及需不遲於預計買賣成交日的六十(60)天前，帶同臨時買賣合約、身份證明文件及入息証明（**最近三至六個月的銀行戶口簿或月結單之出糧入帳記錄、糧單及稅單等**），親身前往本司辦理按揭貸款申請**(敬請預約)**。所有申請人及擔保人必須親身前往律師樓簽署有關法律文件。
4) 按揭及其他有關的貸款文件必須經由貸款公司指定律師樓辦理，一切有關費用概由借款人繳付。
5) 所有分期供款及火險保費必須以自動轉賬形式支付。
6) 有關信貸之條款及細則，以實際批核時為準。 貸款公司有權保留更改上述貸款條件之權利，恕不另行通知。
7) 貸款公司保留最終批核按揭貸款的決定權。

請提早致電預約辦理按揭申請 (電話: 2908 5070)

辦公時間: 星期一至五: 上午九時半至十二時； 下午二時至五時; (星期六、日及公眾假期休息)

辦公地址: 香港中環德輔道中十九號環球大廈4樓

對按揭申請如有任何疑問，請致電 2908 5070 / 2908 5249 號碼垂詢。

必嘉坊・曦匯 Baker Circle・Dover

(Baker Circle One的第一期) (Phase 1 of Baker Circle One)

Mortgage Loan Terms and Conditions (Only available to the first hand purchasers)

Payment Terms / Terms and conditions	**A2 & B2 & C1**
	Mortgage Loan
1. Lender:	World Finance Limited
2. Loan Amount:	Up to 85% of Purchase Price.
3. Interest Rate:	1st 36 months : 2% p.a. below the Hong Kong Dollar Best Lending Rate per annum from time to time quoted by HSBC (the "Best Lending Rate"); 37th to 60th months: 1% p.a. below the Best Lending Rate; and Thereafter: 1% p.a. above the Best Lending Rate, subject to fluctuation.
4. Loan Tenor:	Up to 30 years, but always subject to a minimum monthly instalment payment of HK$3,000.00.
5. Payment Start Date:	The first instalment payment is payable after one month from the date of drawdown of the Loan, and payable on monthly basis thereafter.
6. Handling Fee:	Waived.
7. Fire Insurance:	Fire insurance of the mortgaged property and annual renewal thereof should be arranged based on the Current Loan Value from time to time through the Lender, insurance premium should be borne by the borrower(s).
8. Early Repayment:	Early repayment in full or in part of Loan is permitted subject to a minimum prepaid amount of HK$100,000.00 each and giving not less than one month's prior written notice to the Lender.

Other terms and conditions:

1) (Applicable to company purchasers) After signing the formal Agreement for Sales and Purchase and before loan drawdown, the shareholder(s) and director(s) of the company cannot be changed. If there is any change in shareholding, the Lender will decline the mortgage loan application.
2) (Applicable to second mortgage loan) The application of first mortgage loan and second mortgage loan will be examined and approved separately and independently and the first mortgagee bank must be designated by the Lender.
3) The borrower(s)/guarantor(s) has/have to come to the Lender's office in person **(By Appointment)** and bring along the Preliminary Agreement for Sale and Purchase, his/her/their identity document(s), income proof **(recent 3-6 months bank book/statements, salary payroll slips, Tax Demand Note & etc)** to process the application of mortgage loan after execution of Sale and Purchase Agreement and no later than sixty (60) days prior to the anticipated completion date of sale and purchase of the property concerned. All the borrower(s) / guarantor(s) must sign the relevant legal documents personally at the office of our designated solicitor.
4) The mortgage or second mortgage and other related loan documents must be processed through the solicitor firm designated by the Lender. All legal fee and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the borrower(s).
5) All monthly instalment payments and fire insurance premium must be paid through autopay services.
6) All terms and conditions are subject to the Lender's final approval and the Lender reserves the right to amend the terms and conditions of this loan arrangement without notice.
7) The Lender reserve(s) the final decision of the approval of mortgage loan(s).

For processing the loan application, please make appointment at Tel. 2908 5070 in advance.

Office Hour: Monday – Friday: 9:30a.m.- 12:00p.m. and 2:00p.m.– 5:00p.m.;
(Saturday, Sunday and Public Holidays Closed)

Office address: 4/F, World Wide House, No.19 Des Voeux Road Central, Hong Kong.

For any enquiries on loan application, please contact 2908 5070 / 2908 5249.

必嘉坊・曦匯 Baker Circle・Dover

(Baker Circle One的第一期) (Phase 1 of Baker Circle One)

按揭貸款條款 (只提供予第一手買家)

付款辦法 / 貸款條款	**A2 & B2 & C1**
	第二按揭
1. 貸款公司：	華盈財務有限公司
2. 貸款額：	最高可達買價40% (一按加二按總貸款額最高為買價90%)
3. 貸款利率：	首36個月按香港上海匯豐銀行之港元最優惠利率 (後稱“優惠利率”) 減2厘計算; 第37至60個月之利率按優惠利率減1厘計算; 其後全期按優惠利率加1厘計算，利率浮動。
4. 還款年期：	最長可達30年或等同或不超過特約按揭銀行之首按年期，以較短者 為準，惟每月供款金額不少於HK$3,000.00。
5. 起供日期：	貸款後一個月開始，每月供款。
6. 手續費：	免。
7. 樓宇火險：	抵押樓宇之火險**必須**經由本公司代為投保及續保(根據投保及續保時貸款結欠餘額)，有關保費由借款人繳付。
8. 提早還款：	須於一個月前書面通知，最低還款額為港幣十萬元。

其他條款:

1) (適用於有限公司買家) 簽妥正式買賣合約後至提取貸款前，不可以變更公司股東及董事。如有任何股權變動，貸款公司將拒絕該按揭貸款申請。
2) (適用於第二按揭) 第一按揭及第二按揭需獨立審批及第一按揭銀行必須為貸款公司指定銀行。
3) 申請人/擔保人須於簽妥正式買賣合約後及需不遲於預計買賣成交日的六十(60)天前，帶同臨時買賣合約、身份證明文件及入息証明（**最近三至六個月的銀行戶口簿或月結單之出糧入帳記錄、糧單及稅單等**），親身前往本司辦理按揭貸款申請**(敬請預約)**。所有申請人及擔保人必須親身前往律師樓簽署有關法律文件。
4) 按揭及其他有關的貸款文件必須經由貸款公司指定律師樓辦理，一切有關費用概由借款人繳付。
5) 所有分期供款及火險保費必須以自動轉賬形式支付。
6) 有關信貸之條款及細則，以實際批核時為準。 貸款公司有權保留更改上述貸款條件之權利，恕不另行通知。
7) 貸款公司保留最終批核按揭貸款的決定權。

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辦公地址: 香港中環德輔道中十九號環球大厦4樓

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必嘉坊・曦匯 Baker Circle・Dover

(Baker Circle One的第一期) (Phase 1 of Baker Circle One)

Mortgage Loan Terms and Conditions (Only available to the first hand purchasers)

Payment Terms / Terms and conditions	**A2 & B2 & C1**
	Second Mortgage Loan
1. Lender:	World Finance Limited
2. Loan Amount:	Up to 40% of Purchase Price. (aggregate amount of first mortgage and second mortgage loan shall not exceed 90% of Purchase Price".)
3. Interest Rate:	1st 36 months : 2% p.a. below the Hong Kong Dollar Best Lending Rate per annum from time to time quoted by HSBC (the "Best Lending Rate"); 37th to 60th months: 1% p.a. below the Best Lending Rate; and Thereafter: 1% p.a. above the Best Lending Rate, subject to fluctuation.
4. Loan Tenor:	Up to 30 years or same as or not exceeding the first mortgage loan tenor of the appointed first mortgagee banks, whichever is the shorter, but always subject to a minimum monthly instalment payment of HK$3,000.00.
5. Payment Start Date:	The first instalment payment is payable after one month from the date of drawdown of the Loan, and payable on monthly basis thereafter.
6. Handling Fee:	Waived.
7. Fire Insurance:	Fire insurance of the mortgaged property and annual renewal thereof should be arranged based on the Current Loan Value from time to time through the Lender, insurance premium should be borne by the borrower(s).
8. Early Repayment:	Early repayment in full or in part of Loan is permitted subject to a minimum prepaid amount of HK$100,000.00 each and giving not less than one month's prior written notice to the Lender.

Other terms and conditions:

1) (Applicable to company purchasers) After signing the formal Agreement for Sales and Purchase and before loan drawdown, the shareholder(s) and director(s) of the company cannot be changed. If there is any change in shareholding, the Lender will decline the mortgage loan application.
2) (Applicable to second mortgage loan) The application of first mortgage loan and second mortgage loan will be examined and approved separately and independently and the first mortgagee bank must be designated by the Lender.
3) The borrower(s)/guarantor(s) has/have to come to the Lender's office in person **(By Appointment)** and bring along the Preliminary Agreement for Sale and Purchase, his/her/their identity document(s) and income proof **(recent 3-6 months bank book/statements, salary payroll slips, Tax Demand Note & etc)** to process the application of mortgage loan after execution of Sale and Purchase Agreement and no later than sixty (60) days prior to the anticipated completion date of sale and purchase of the property concerned. All the borrower(s) / guarantor(s) must sign the relevant legal documents personally at the office of our designated solicitor.
4) The mortgage or second mortgage and other related loan documents must be processed through the solicitor firm designated by the Lender. All legal fee and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the borrower(s).
5) All monthly instalment payments and fire insurance premium must be paid through autopay services.
6) All terms and conditions are subject to the Lender's final approval and the Lender reserves the right to amend the terms and conditions of this loan arrangement without notice.
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