

Tender No.: * 招標號碼: *	<input type="checkbox"/> DC4T12-19 JAN 2021	<input type="checkbox"/> DC4T12-5 FEB 2021	<input type="checkbox"/> DC4T12-26 FEB 2021
	<input type="checkbox"/> DC4T12-20 JAN 2021	<input type="checkbox"/> DC4T12-8 FEB 2021	<input type="checkbox"/> DC4T12-1 MAR 2021
	<input type="checkbox"/> DC4T12-21 JAN 2021	<input type="checkbox"/> DC4T12-9 FEB 2021	<input type="checkbox"/> DC4T12-2 MAR 2021
	<input type="checkbox"/> DC4T12-22 JAN 2021	<input type="checkbox"/> DC4T12-10 FEB 2021	<input type="checkbox"/> DC4T12-3 MAR 2021
	<input type="checkbox"/> DC4T12-25 JAN 2021	<input type="checkbox"/> DC4T12-11 FEB 2021	<input type="checkbox"/> DC4T12-4 MAR 2021
	<input type="checkbox"/> DC4T12-26 JAN 2021	<input type="checkbox"/> DC4T12-16 FEB 2021	<input type="checkbox"/> DC4T12-5 MAR 2021
	<input type="checkbox"/> DC4T12-27 JAN 2021	<input type="checkbox"/> DC4T12-17 FEB 2021	<input type="checkbox"/> DC4T12-8 MAR 2021
	<input type="checkbox"/> DC4T12-28 JAN 2021	<input type="checkbox"/> DC4T12-18 FEB 2021	<input type="checkbox"/> DC4T12-9 MAR 2021
	<input type="checkbox"/> DC4T12-29 JAN 2021	<input type="checkbox"/> DC4T12-19 FEB 2021	<input type="checkbox"/> DC4T12-10 MAR 2021
	<input type="checkbox"/> DC4T12-1 FEB 2021	<input type="checkbox"/> DC4T12-22 FEB 2021	<input type="checkbox"/> DC4T12-11 MAR 2021
	<input type="checkbox"/> DC4T12-2 FEB 2021	<input type="checkbox"/> DC4T12-23 FEB 2021	<input type="checkbox"/> DC4T12-12 MAR 2021
	<input type="checkbox"/> DC4T12-3 FEB 2021	<input type="checkbox"/> DC4T12-24 FEB 2021	<input type="checkbox"/> DC4T12-15 MAR 2021
	<input type="checkbox"/> DC4T12-4 FEB 2021	<input type="checkbox"/> DC4T12-25 FEB 2021	

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

(詳情請參考招標公告附表第 I 部分(A)欄)

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

\*(請以剔號(✓)填於適用的格子內)

## **TENDER DOCUMENT**

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

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

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

Block	Floor	Flat
6	19th	A
6	20th	A

**at Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road,  
Ma On Shan, Sha Tin, New Territories, Hong Kong**  
(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

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

Tenders must be submitted during office hours (for this purpose Monday to Friday (except Saturday, Sunday and public holidays) (between 10:00 a.m. and 6:00 p.m.)) between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled “**DOUBLE COVE Tender Box**” placed at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong in a sealed plain envelope and clearly marked “**DOUBLE COVE GRANDVIEW**”.

**Vendor**

**Harvest Development Limited** (豐收發展有限公司), **Carley Limited** (嘉理有限公司), **Perfect Success Development Limited** (沛成發展有限公司), **Onfine Development Limited** (安豐發展有限公司), **Rich Silver Development Limited** (裕銀發展有限公司) and **Regent Star Investment Limited** (駿星投資有限公司)

c/o 72nd Floor – 76th Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

**Vendor's Agent**

**Henderson Property Agency Limited**

恒基物業代理有限公司

73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

**New World Real Estate Agency Limited**

新世界地產代理有限公司

30/F, New World Tower 2, 18 Queen's Road Central, Hong Kong

**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

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現招標承投購買下列任一個物業：

位於香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸

座	樓	單位
6	19	A
6	20	A

(物業詳情列於招標公告附表第 I 部分(B)欄)

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

在招標開始日期及時間起至招標截止日期及時間止期間的辦公時間(就此目的指星期一至星期五(星期六、星期日及公眾假期除外)(由上午 10 時至下午 6 時正))，投標書須放入普通信封內密封，信封面上清楚註明「迎海•駿岸」，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「迎海投標箱」的投標箱內。

#### 賣方

**Harvest Development Limited** (豐收發展有限公司), **Carley Limited** (嘉理有限公司), **Perfect Success Development Limited** (沛成發展有限公司), **Onfine Development Limited** (安豐發展有限公司), **Rich Silver Development Limited** (裕銀發展有限公司) and **Regent Star Investment Limited** (駿星投資有限公司)

c/o 香港中環金融街 8 號  
國際金融中心 2 期  
72 樓-76 樓

#### 賣方代理人

**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

**New World Real Estate Agency Limited**

新世界地產代理有限公司  
香港中環皇后大道中 18 號新世界大廈 2 座 30 樓

#### 聯絡人

吳善同先生  
電話號碼：2908 8237  
傳真號碼：2524 7102

Property :	Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong		
	<b>Block</b>	<b>Floor</b>	<b>Flat</b>
	6	19th	A
	6	20th	A

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

### TENDER SUBMISSION CHECKLIST

<b><u>Item</u></b>	<b><u>Document</u></b>	<b><u>Remarks</u></b>
1)	Form of Tender (Appendix A) duly completed and signed by tenderer(s) and <b>attached</b> with :-  (a) Tender Notice (b) Conditions of Sale (Appendix B)	Submit one signed version <b><u>and dated</u></b>
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 <b><u>but left undated</u></b>
3)	Letter of Confirmation of Relationship with the Vendor (Appendix D) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
4)	Warning to Purchasers (Appendix E) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
5)	Acknowledgement Letter regarding Special Stamp Duty, Buyer's Stamp Duty and New Rates of Ad Valorem Stamp Duty (Appendix F) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
6)	Personal Information Collection Statement (Appendix G) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
7)	Vendor's Information Form (Appendix H) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
8)	Acknowledgement Letter for viewing the Property (Appendix I) duly signed by the tenderer(s)	Submit one signed version <b><u>but left undated</u></b>
9)	Tenderer's / Introducer's Declaration (Appendix J) duly signed by the tenderer(s) and the Introducer respectively.	Submit one signed version <b><u>but left undated</u></b>

- 10) Cashier's Order(s) and/or Cheque(s) (for 5% of purchase price tendered in the Form of Tender) payable to "**Woo Kwan Lee & Lo**" (of which not less than HK\$500,000.00 must be made by way of cashier's order(s))
- 11) Copy of Identity Card(s) / Business Registration Certificate(s) of tenderer(s)
- 12) Copy of Estate Agent's Licence of the Introducer (individual)

本物業：	香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸		
	座	樓	單位
	6	19	A
	6	20	A

(物業詳情列於招標公告附表第 I 部份(B)欄)

### 投標提交文件清單

項目	文件	備註
1)	經投標者妥當填寫並簽署的投標表格 (附件 A) 連同下列文件：  (a) 招標公告 (b) 出售條款 (附件 B)	提交一份經簽署的版本 <u>及填上日期</u>
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 <u>不用填寫日期</u>
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 <u>不用填寫日期</u>
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 <u>不用填寫日期</u>
5)	經投標者妥當簽署的「關於額外印花稅、買家印花稅及從價印花稅的新稅率」的確認書 (附件 F)	提交一份經簽署的版本 <u>不用填寫日期</u>
6)	經投標者妥當簽署的「個人資料收集聲明」(附件 G)	提交一份經簽署的版本 <u>不用填寫日期</u>
7)	經投標者妥當簽署的賣方資料表格 (附件 H)	提交一份經簽署的版本 <u>不用填寫日期</u>
8)	參觀承購單位之確認函 (附件 I)	提交一份經簽署的版本 <u>不用填寫日期</u>

- |     |   |                             |
|-----|---|-----------------------------|
| 9)  | 經投標者及介紹人分別妥當簽署的<br>投標者/介紹人聲明(附件 J)  | 提交一份經簽署的版本<br><u>不用填寫日期</u> |
| 10) | 抬頭寫「 <b>胡關李羅律師行</b> 」的銀行本票或支票<br>(以支付投標表格中的投標買價的 5%)<br>(其中不少於港幣\$500,000.00 必須以本票支付) |                             |
| 11) | 投標者的身份證/商業登記証副本   |                             |
| 12) | 介紹人(個人)的地產代理牌照副本  |                             |

## **TENDER NOTICE**

1. Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司) (the “**Vendor**”) invites tenders for the purchase of the property 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**

<b>Block</b>	<b>Floor</b>	<b>Flat</b>
6	19th	A
6	20th	A

at Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road,  
Ma On Shan, Sha Tin, New Territories, Hong Kong  
(full descriptions of the properties are set out in column (B) of Part I of the Schedule to the Tender Notice)

2. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Chapter 621 of the Laws of Hong Kong) (the “**Ordinance**”) is set out in the **Vendor’s Information Form** annexed hereto as **Appendix H**.
3. (a) The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- (b) The Vendor reserves the right, at any time before the Tender Closing Date and Time, 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 (E) 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 (D) of Part I of the Schedule to the Tender Notice, any property removed from or added to the Properties for Tender as specified in column (B) of Part I of the Schedule to this Tender Notice and any modification, amendment or revision of this Tender Document will be posted at 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. 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 and in the sale and purchase of the Property.

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 “**DOUBLE COVE GRANDVIEW**”; and
- (c) placed in the Tender Box labelled “**DOUBLE COVE 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 "**Woo Kwan Lee & Lo**" and issued by licensed bank(s) in Hong Kong (of which not less than HK\$500,000.00 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 **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 **but left undated**.
  - (d) The "Warning to Purchasers" (in the form annexed hereto as **Appendix E**) duly signed by the tenderer **but left undated**.
  - (e) An Acknowledgement Letter regarding Special Stamp Duty, Buyer's Stamp Duty and New Rates of Ad Valorem Stamp Duty (in the form annexed hereto as **Appendix F**) duly signed by the tenderer **but left undated**.
  - (f) The "Personal Information Collection Statement" (in the form annexed hereto as **Appendix G**) duly signed by the tenderer **but left undated**.
  - (g) The Vendor's Information Form (in the form annexed hereto as **Appendix H**) duly signed by the tenderer **but left undated**.
  - (h) Acknowledgement Letter for viewing the Property (in the form annexed hereto as **Appendix I**) duly signed by the tenderer **but left undated**.
  - (i) Tenderer's / Introducer's Declaration (in the form annexed hereto as **Appendix J**) duly signed by the tenderer(s) and the Introducer respectively **but left undated**.
7. All cashier's order(s) and (if any) cheque(s) forwarded by the tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and (if any) cheque(s) submitted therewith will be treated as a deposit towards and applied in part payment of the purchase price tendered. All other cashier's order(s) and (if any) cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days after the Date of Acceptance, to the unsuccessful tenderers at the address stated in their tenders or by other ways as the Vendor and the unsuccessful tenderers may mutually agree.
8. (a) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent only, in which case he shall also disclose therein the name and address of his principal and the name(s) of the contact person(s) of his principal.

- (b) A tenderer who is a body corporate should clearly state its correspondence address, the name of its contact person and its telephone and facsimile numbers in the Form of Tender.
9. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 9(b) below, every tender shall constitute an irrevocable formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Form of Tender and the Conditions of Sale on or before the Date of Acceptance. After the Form of Tender has been submitted, no tenderer may withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Date of Acceptance.
- (b) In consideration of the provision and undertaking referred to in paragraph 9(a) above, the Vendor promises to pay each tenderer HK\$10.00 upon receipt of a written demand from such tenderer prior to his submission of his tender.
10. If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the “**Purchaser**”) and:-
- (a) he will be notified of the acceptance of his tender by a letter personally delivered to him at or posted to the address stated in his Form of Tender not later than the Date of Acceptance; and
- (b) within five (5) working days after the date of the said letter, the Purchaser shall sign the formal Agreement for Sale and Purchase in the form referred to in the Conditions of Sale and in the manner as specified by the Vendor.
11. Tenderers should note that in the event the successful tenderer fails to pay the further deposit or to pay the part payment of the purchase price tendered (if any) or the balance of the purchase price tendered or to complete the purchase of the Property in accordance with the Conditions of Sale and/or the formal Agreement for Sale and Purchase, the Vendor shall have such rights and remedies against the successful tenderer as specified in the Form of Tender, the Conditions of Sale and/or the formal Agreement for Sale and Purchase.
12. Tenderers should note that the Vendor will not provide legal or other advice in respect of the Conditions of Sale or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s Agent.
13. Tenderers should note that whilst the Vendor may in its discretion answer questions of a general nature concerning the Property, no statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall form or be deemed to form part of this Tender Notice or to amplify, alter, negate, waive, or

otherwise vary any of the terms or conditions as are set out in this Tender Notice, the Form of Tender or the Conditions of Sale or give rise to any legal obligation on the part of the Vendor.

14. A bilingual version of the “Warning to Purchasers” referred to in Condition 9 of the Conditions of Sale is attached hereto as **Appendix E**.
15. A Chinese translation of the Tender Document is attached. In the event of any doubt or dispute in the interpretation of the Tender Document, the Vendor’s intention as expressed in the English version shall prevail.
16. For the purpose of this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires :-

<b>“Daily Tender Period”</b>	means the period between the Tender Commencement Date and Time and the Tender Closing Date and Time on any one particular date.
<b>“Date of Acceptance”</b>	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.
<b>“Tender Document”</b>	means this Tender Document comprising of:- <ul style="list-style-type: none"><li>(i) Tender Notice</li><li>(ii) Form of Tender (in the form annexed to the Tender Notice as Appendix A)</li><li>(iii) Conditions of Sale (in the form annexed to the Tender Notice as Appendix B)</li><li>(iv) Notice Regarding Exclusion Clause on the Contracts (Rights of Third Parties) Ordinance (in the form annexed to the Tender Notice as Appendix C).</li><li>(v) Letter of Confirmation of Relationship with Vendor (in the form annexed to the Tender Notice as Appendix D)</li><li>(vi) Warning to Purchasers (in the form annexed to the Tender Notice as Appendix E)</li><li>(vii) Acknowledgement Letter regarding Special Stamp Duty, Buyer’s Stamp Duty and New Rates of Ad Valorem Stamp Duty (in the form annexed to the Tender Notice as Appendix F)</li><li>(viii) Personal Information Collection Statement (in the form annexed to the Tender Notice as Appendix G)</li></ul>

- (ix) Vendor's Information Form (in the form annexed to the Tender Notice as Appendix H)
- (x) Acknowledgement Letter for viewing the Property (in the form annexed hereto as Appendix I)
- (xi) Tenderer's / Introducer's Declaration (in the form annexed to the Tender Notice as Appendix J)

**“Tendered Property”**

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

Dated: 19<sup>th</sup> January 2021

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## Schedule to the Tender Notice

### Part I

(A) Tender No.	(B) Properties for Tender (unless previously withdrawn or sold) and its Vendor's Solicitors	(C) Tender Commencement Date and Time	(D) Tender Closing Date and Time	(E) Period for Collection of Tender Document
DC4T12-19 JAN 2021	Please refer to Part II of this Schedule	10:00 a.m. on 19 January 2021	6:00 p.m. on 19 January 2021	19 January 2021 to 15 March 2021 (10:00 a.m. to 6:00 p.m. (Monday to Friday))  (except Saturday, Sunday and public holidays)
DC4T12-20 JAN 2021		10:00 a.m. on 20 January 2021	6:00 p.m. on 20 January 2021	
DC4T12-21 JAN 2021		10:00 a.m. on 21 January 2021	6:00 p.m. on 21 January 2021	
DC4T12-22 JAN 2021		10:00 a.m. on 22 January 2021	6:00 p.m. on 22 January 2021	
DC4T12-25 JAN 2021		10:00 a.m. on 25 January 2021	6:00 p.m. on 25 January 2021	
DC4T12-26 JAN 2021		10:00 a.m. on 26 January 2021	6:00 p.m. on 26 January 2021	
DC4T12-27 JAN 2021		10:00 a.m. on 27 January 2021	6:00 p.m. on 27 January 2021	
DC4T12-28 JAN 2021		10:00 a.m. on 28 January 2021	6:00 p.m. on 28 January 2021	
DC4T12-29 JAN 2021		10:00 a.m. on 29 January 2021	6:00 p.m. on 29 January 2021	
DC4T12-1 FEB 2021		10:00 a.m. on 1 February 2021	6:00 p.m. on 1 February 2021	
DC4T12-2 FEB 2021		10:00 a.m. on 2 February 2021	6:00 p.m. on 2 February 2021	
DC4T12-3 FEB 2021		10:00 a.m. on 3 February 2021	6:00 p.m. on 3 February 2021	
DC4T12-4 FEB 2021		10:00 a.m. on 4 February 2021	6:00 p.m. on 4 February 2021	
DC4T12-5 FEB 2021		10:00 a.m. on 5 February 2021	6:00 p.m. on 5 February 2021	
DC4T12-8 FEB 2021		10:00 a.m. on 8 February 2021	6:00 p.m. on 8 February 2021	

DC4T12-9 FEB 2021		10:00 a.m. on 9 February 2021	6:00 p.m. on 9 February 2021	
DC4T12-10 FEB 2021		10:00 a.m. on 10 February 2021	6:00 p.m. on 10 February 2021	
DC4T12-11 FEB 2021		10:00 a.m. on 11 February 2021	6:00 p.m. on 11 February 2021	
DC4T12-16 FEB 2021		10:00 a.m. on 16 February 2021	6:00 p.m. on 16 February 2021	
DC4T12-17 FEB 2021		10:00 a.m. on 17 February 2021	6:00 p.m. on 17 February 2021	
DC4T12-18 FEB 2021		10:00 a.m. on 18 February 2021	6:00 p.m. on 18 February 2021	
DC4T12-19 FEB 2021		10:00 a.m. on 19 February 2021	6:00 p.m. on 19 February 2021	
DC4T12-22 FEB 2021		10:00 a.m. on 22 February 2021	6:00 p.m. on 22 February 2021	
DC4T12-23 FEB 2021		10:00 a.m. on 23 February 2021	6:00 p.m. on 23 February 2021	
DC4T12-24 FEB 2021		10:00 a.m. on 24 February 2021	6:00 p.m. on 24 February 2021	
DC4T12-25 FEB 2021		10:00 a.m. on 25 February 2021	6:00 p.m. on 25 February 2021	
DC4T12-26 FEB 2021		10:00 a.m. on 26 February 2021	6:00 p.m. on 26 February 2021	
DC4T12-1 MAR 2021		10:00 a.m. on 1 March 2021	6:00 p.m. on 1 March 2021	
DC4T12-2 MAR 2021		10:00 a.m. on 2 March 2021	6:00 p.m. on 2 March 2021	
DC4T12-3 MAR 2021		10:00 a.m. on 3 March 2021	6:00 p.m. on 3 March 2021	
DC4T12-4 MAR 2021		10:00 a.m. on 4 March 2021	6:00 p.m. on 4 March 2021	
DC4T12-5 MAR 2021		10:00 a.m. on 5 March 2021	6:00 p.m. on 5 March 2021	
DC4T12-8 MAR 2021		10:00 a.m. on 8 March 2021	6:00 p.m. on 8 March 2021	
DC4T12-9 MAR 2021		10:00 a.m. on 9 March 2021	6:00 p.m. on 9 March 2021	

DC4T12-10 MAR 2021		10:00 a.m. on 10 March 2021	6:00 p.m. on 10 March 2021	
DC4T12-11 MAR 2021		10:00 a.m. on 11 March 2021	6:00 p.m. on 11 March 2021	
DC4T12-12 MAR 2021		10:00 a.m. on 12 March 2021	6:00 p.m. on 12 March 2021	
DC4T12-15 MAR 2021		10:00 a.m. on 15 March 2021	6:00 p.m. on 15 March 2021	



## **Part II**

1. Flat A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong.  
(Vendor's Solicitors: Woo Kwan Lee & Lo)
2. Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong.  
(Vendor's Solicitors: Woo Kwan Lee & Lo)

## 招標公告

1. Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司) (以下簡稱「賣方」) 就每一個投標物業而言現按照本招標公告及附連於本招標公告的附件A的投標表格(以下簡稱「**投標表格**」)和附件B的出售條款(以下簡稱「**出售條款**」)所訂明的條款及條件招標承投購買以下所述的物業(「**招標物業**」由賣方以其絕對酌情權可不時修訂, 及如果及一旦就任何投標物業的投標表格所載的要約獲賣方接納時, 投標表格所指明的投標物業稱為「**物業**」)

### 招標物業

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位於香港新界沙田馬鞍山烏溪沙路8號迎海第四期迎海•駿岸

座	樓	單位
6	19	A
6	20	A

(物業詳情列於招標公告附表第I部分(B)欄)

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2. 賣方根據《一手住宅物業銷售條例》(香港法例第621章)(以下簡稱「**該條例**」)第68條提供的資料列於附連於本招標公告的**附件H的賣方資料表格**。
3. (a) 賣方不一定接納出價最高的投標書或任何一份投標書, 並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- (b) 賣方保留權利在招標截止日期及時間之前的任何時候接受任何已遞交之投標書。
- (c) 賣方保留權利在接受任何投標書之前的任何時間撤回所有或任何招標物業不予出售, 或將所有或任何招標物業或其任何部分以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- (d) 招標文件可於招標公告附表第I部分(E)欄中所述時段內於香港中環金融街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、減少或增加招標公告附表第I部分(B)欄中訂明的招標物業, 以及變更、修訂或修改招標文件的任何部分。招標公告附表第I部分(D)欄中訂明的適用於任何招標物業的招標截止日期及時間如有任何更改、招標公告附表第I部分(B)欄中訂明的招標物業如有減少或增加物業, 以及招標文件的任何變更、修訂或修改, 將會於香港中環金融街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。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及物業買賣過程中均不代表任何投標者。
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「**迎海•駿岸**」；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「**迎海投標箱**」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「**胡關李羅律師行**」(其中不少於港幣\$500,000.00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)，不用填寫日期。
  - (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)，不用填寫日期。
  - (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)，不用填寫日期。
  - (e) 經投標者妥當簽署的「關於額外印花稅、買家印花稅及從價印花稅的新稅率」的確認書(按照附連於本招標公告的**附件F**所列的格式)，不用填寫日期。

- (f) 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G所列的格式)，不用填寫日期。
  - (g) 經投標者妥當簽署的賣方資料表格 (按照附連於本招標公告的附件H所列的格式)，不用填寫日期。
  - (h) 參觀承購單位之確認函(按照附連於本招標公告的附件I所列的格式) ，不用填寫日期。
  - (i) 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J所列的格式)，不用填寫日期。
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 (附連於本招標公告的附件A)
- (iii) 出售條款 (附連於本招標公告的附件B)
- (iv) 關於《合約(第三者權利)條例》豁免條款的通知書 (附連於本招標公告的附件C)
- (v) 有關與賣方之關係的確認書 (附連於本招標公告的附件D)
- (vi) 對買方的警告 (附連於本招標公告的附件E)
- (vii) 關於額外印花稅，買家印花稅及從價印花稅的新稅率的確認書 (附連於本招標公告的附件F)
- (viii) 個人資料收集聲明 (附連於本招標公告的附件G)
- (ix) 賣方資料表格 (附連於本招標公告的附件H)
- (x) 參觀承購單位之確認函(按照附連於本招標公告的附件I所列的格式)
- (xi) 投標者/介紹人聲明(附連於本招標公告的附件J)

「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。

日期: 2021年1月19日

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# 招標公告附表

## 第I部分

(A) 招標號碼	(B) 招標物業 (除非物業已被 撤回或出售)及 其賣方律師	(C) 招標開始 日期及時間	(D) 招標截止 日期及時間	(E) 索取招標文件期間
DC4T12-19 JAN 2021	請參閱本附表 第II部分	2021年1月19日 上午10時	2021年1月19日 下午6時	2021年1月19日至 2021年3月15日 (上午10時至下午6時 (星期一至星期五))  (星期六、星期日及 公眾假期除外)
DC4T12-20 JAN 2021		2021年1月20日 上午10時	2021年1月20日 下午6時	
DC4T12-21 JAN 2021		2021年1月21日 上午10時	2021年1月21日 下午6時	
DC4T12-22 JAN 2021		2021年1月22日 上午10時	2021年1月22日 下午6時	
DC4T12-25 JAN 2021		2021年1月25日 上午10時	2021年1月25日 下午6時	
DC4T12-26 JAN 2021		2021年1月26日 上午10時	2021年1月26日 下午6時	
DC4T12-27 JAN 2021		2021年1月27日 上午10時	2021年1月27日 下午6時	
DC4T12-28 JAN 2021		2021年1月28日 上午10時	2021年1月28日 下午6時	
DC4T12-29 JAN 2021		2021年1月29日 上午10時	2021年1月29日 下午6時	
DC4T12-1 FEB 2021		2021年2月1日 上午10時	2021年2月1日 下午6時	
DC4T12-2 FEB 2021		2021年2月2日 上午10時	2021年2月2日 下午6時	
DC4T12-3 FEB 2021		2021年2月3日 上午10時	2021年2月3日 下午6時	
DC4T12-4 FEB 2021		2021年2月4日 上午10時	2021年2月4日 下午6時	
DC4T12-5 FEB 2021		2021年2月5日 上午10時	2021年2月5日 下午6時	
DC4T12-8 FEB 2021		2021年2月8日 上午10時	2021年2月8日 下午6時	

DC4T12-9 FEB 2021		2021年2月9日 上午10時	2021年2月9日 下午6時	
DC4T12-10 FEB 2021		2021年2月10日 上午10時	2021年2月10日 下午6時	
DC4T12-11 FEB 2021		2021年2月11日 上午10時	2021年2月11日 下午6時	
DC4T12-16 FEB 2021		2021年2月16日 上午10時	2021年2月16日 下午6時	
DC4T12-17 FEB 2021		2021年2月17日 上午10時	2021年2月17日 下午6時	
DC4T12-18 FEB 2021		2021年2月18日 上午10時	2021年2月18日 下午6時	
DC4T12-19 FEB 2021		2021年2月19日 上午10時	2021年2月19日 下午6時	
DC4T12-22 FEB 2021		2021年2月22日 上午10時	2021年2月22日 下午6時	
DC4T12-23 FEB 2021		2021年2月23日 上午10時	2021年2月23日 下午6時	
DC4T12-24 FEB 2021		2021年2月24日 上午10時	2021年2月24日 下午6時	
DC4T12-25 FEB 2021		2021年2月25日 上午10時	2021年2月25日 下午6時	
DC4T12-26 FEB 2021		2021年2月26日 上午10時	2021年2月26日 下午6時	
DC4T12-1 MAR 2021		2021年3月1日 上午10時	2021年3月1日 下午6時	
DC4T12-2 MAR 2021		2021年3月2日 上午10時	2021年3月2日 下午6時	
DC4T12-3 MAR 2021		2021年3月3日 上午10時	2021年3月3日 下午6時	
DC4T12-4 MAR 2021		2021年3月4日 上午10時	2021年3月4日 下午6時	
DC4T12-5 MAR 2021		2021年3月5日 上午10時	2021年3月5日 下午6時	
DC4T12-8 MAR 2021		2021年3月8日 上午10時	2021年3月8日 下午6時	
DC4T12-9 MAR 2021		2021年3月9日 上午10時	2021年3月9日 下午6時	

DC4T12-10 MAR 2021		2021年3月10日 上午10時	2021年3月10日 下午6時	
DC4T12-11 MAR 2021		2021年3月11日 上午10時	2021年3月11日 下午6時	
DC4T12-12 MAR 2021		2021年3月12日 上午10時	2021年3月12日 下午6時	
DC4T12-15 MAR 2021		2021年3月15日 上午10時	2021年3月15日 下午6時	



## 第II部分

1. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 19 樓 A 單位連露台及工作平台。  
(賣方律師:胡關李羅律師行)
2. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 20 樓 A 單位連露台及工作平台。  
(賣方律師:胡關李羅律師行)

## Appendix A

### FORM OF TENDER

Tender for the purchase of a unit in Double Cove Grandview (Phase 4 of Double Cove) as described below subject to the terms and conditions contained in the Tender Document.

To: Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司) (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 A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong.
- ☐ 2. Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong.

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

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

2. The Purchase Price will be paid in the manner as follows :

<b><i>Payment Method - Cash or Immediate Mortgage Payment Method</i></b> <b><i>***This method is only available to the first hand purchasers***</i></b>		
(a)	HK\$ _____	5% of Purchase Price: as preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement.

(b)	HK\$ _____	5% of Purchase Price: as further deposit which shall be paid by the Purchaser within 30 days after signing of the Preliminary Agreement.
(c)	HK\$ _____	<p>90% of Purchase Price: as the balance of Purchase Price which shall be paid by the Purchaser within 120 days after signing of the Preliminary Agreement.</p> <p>The Purchaser can apply to finance company arranged by the Vendor for EITHER one of the followings:</p> <p>(a) first mortgage loan for financing of the purchase of the Property and the first mortgage 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 upon completion and interest on the first mortgage loan will be calculated at the interest rate at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time ("the Best Lending Rate") for the first 36 months and at the interest rate at 1% below the Best Lending Rate (P-1% p.a.) from the 37<sup>th</sup> month to the 60<sup>th</sup> month; and thereafter at the interest rate at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation; OR</p> <p>(b) the second mortgage loan for financing of the purchase of the Property and the second mortgage loan amount shall not exceed 40% of the Purchase Price (the total amount of the first mortgage loan and the second mortgage loan shall not exceed 90% of the Purchase Price). The Purchaser will have to pay monthly instalments and interest will be accrued starting from the day of drawdown upon completion and interest on the second mortgage loan will be calculated at the interest rate at 2% below the</p>

		<p>Best Lending Rate (P-2% p.a.) for the first 24 months; and thereafter at the interest rate at the Best Lending Rate (P% p.a.), subject to fluctuation. The Purchaser fully understands that the second mortgage loan is further subject to the “designated bank” as first mortgagee lender offering the first mortgage loan.</p> <p>The Purchaser and his/her/their/its guarantor(s) (if any) shall upon request from the finance company arranged by the Vendor provide sufficient documents to prove his/her/their/its repayment ability, including without limitation the provision of income proof and/or banking record of the Purchaser and his/her/their/its guarantor(s). The relevant mortgage loan shall be approved by the finance company independently. The finance company reserves the final decision of the approval of the relevant mortgage loan.</p>
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3. If this Tender is accepted, then until the formal Agreement for Sale and Purchase as referred to in paragraph 10(b) of the Tender Notice is signed, this Tender together with the Vendor’s written acceptance thereof shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Document.
4. I/We hereby confirm and acknowledge to the Vendor that, before the signing and submission of this Tender. I am/We are aware of the information regarding special stamp duty, buyer’s stamp duty and the new rates of ad valorem stamp duty set out in **Appendix F** annexed to the Tender Notice and their implications.
5. The following are enclosed with this Tender:-
  - (a) The cashier’s order(s) and (if any) cheque(s) in the **TOTAL SUM** of HK\$ \_\_\_\_\_, made payable to “**Woo Kwan Lee & Lo**” 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\$500,000.00 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 hereto as **Appendix C**) duly signed by the tenderer **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 **but left undated**.
- (d) The "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix E**) duly signed by the tenderer **but left undated**.
- (e) An Acknowledgement Letter regarding Special Stamp Duty, Buyer's Stamp Duty and New Rates of Ad Valorem Stamp Duty (in the form annexed to the Tender Notice as **Appendix F**) duly signed by the tenderer **but left undated**.
- (f) The "Personal Information Collection Statement" (in the form annexed to the Tender Notice as **Appendix G**) duly signed by the tenderer **but left undated**.
- (g) The Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix H**) duly signed by the tenderer **but left undated**.

- (h) Acknowledgement Letter for viewing the Property (in the form annexed hereto as **Appendix I**) duly signed by the tenderer **but left undated**.
  - (i) Tenderer's / Introducer's Declaration (in the form annexed to the Tender Notice as **Appendix J**) duly signed by the tenderer and the Introducer respectively **but left undated**.
6. I/We agree that in the event that this Tender is accepted by the Vendor, the submission of the Form of Tender by me/us and the Acceptance of Offer by the Vendor in accordance with the Tender Notice, the Form of Tender and the Conditions of Sale shall constitute the Preliminary Agreement ("the Preliminary Agreement") between the Vendor and me/us for the sale and purchase of the Property and I/we shall :-
- (a) pay the further deposit, the part payment of the Purchase Price (if any) and the balance of the Purchase Price at the times stipulated in Paragraph 2 above;
  - (b) sign the formal Agreement for Sale and Purchase in accordance with Paragraph 10(b) of the Tender Notice; and
  - (c) carry out and complete the purchase of the Property in accordance with the Conditions of Sale and the formal Agreement for Sale and Purchase as signed.
7. I/We agree and accept that:-
- (a) in the event of my/our failure or inability to sign the formal Agreement for Sale and Purchase on or before the date stipulated in the Tender Document, the agreement for the sale and purchase as constituted by the Vendor's acceptance of this Tender shall be terminated by the Vendor whereupon the preliminary deposit paid by me/us shall be forfeited to the Vendor; or
  - (b) in the event of my/our failure or inability to pay the further deposit or the part payment of the Purchase Price (if any) or the balance of the Purchase Price and complete the purchase of the Property in accordance with terms of the Tender Document and the formal Agreement for Sale and Purchase as signed, the Vendor shall have the right to rescind or to enforce the sale of the Property, and if the Vendor exercises the right of rescission, all payments of deposits and in part payment of the Purchase Price (if any) to the extent of 10% of the Purchase Price shall be wholly forfeited to the Vendor who shall have the right to re-sell the Property or any part of it and to recover from me/us any deficiency, expenses and other loss and damages arising from such resale.

8. I/We confirm and declare that I am/we are fully aware that the sales brochure of the Development is made available to me/us for perusal before submitting this Tender.
9. I/We authorize the Vendor to complete the particulars/dates (now in blank) (if any) in the documents submitted together with this Tender.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

For and on behalf of  
**Harvest Development Limited** (豐收發展  
有限公司), **Carley Limited** (嘉理有限公  
司), **Perfect Success Development Limited**  
(沛成發展有限公司), **Online Development**  
**Limited** (安豐發展有限公司), **Rich Silver**  
**Development Limited** (裕銀發展有限公司)  
**and Regent Star Investment Limited** (駿星  
投資有限公司)

\_\_\_\_\_  
Authorised Signatory(ies)

**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，茲投標承購位於迎海•駿岸(迎海第四期)的單位。

致：Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司) (以下簡稱「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. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸第 6 座 19 樓  
A 單位連露台及工作平台。
- ☐ 2. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸第 6 座 20 樓  
A 單位連露台及工作平台。

2. 買方將按照下列方式支付買價：

付款計劃 –現金或即時按揭付款計劃 ***只提供予第一手買家***	
(a) 港幣_____元	買價 5%：於買方簽署臨時合約時支付作為臨時訂金。
(b) 港幣_____元	買價 5%：於買方簽署臨時合約後 30 天內支付作為進一步訂金。

(c) 港幣_____元	<p>買價 90%：於買方簽署臨時合約後 120 天內支付作為買價餘款。</p> <p>買方可向由賣方安排的財務公司就買入該物業的融資申請以下其中一項：</p> <p>(a) 第一按揭貸款，貸款額不超過買價八成半。買方於成交提款日起息供分期，首三十六個月之利率按香港上海滙豐銀行有限公司之不時釐訂港元最優惠利率(「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；或</p> <p>(b) 第二按揭貸款，貸款額不超過買價四成(第一按揭及第二按揭的總貸款額不可超過買價九成)。買方於成交提款日起息供分期，首二十四個月之利率按優惠利率減 2%(P-2% p.a.)計算，其後全期按優惠利率(P% p.a.)計算，利率浮動。買方清楚明白第二按揭必須於買方獲「特約銀行」作為第一按揭貸款人同意承做第一按揭後方可成立。</p> <p>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證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。有關之按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核有關按揭貸款的最終權利。</p>
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3. 倘若本投標書被賣方接納，則在招標公告第 10(b)段所提述的正式買賣合約簽署之前，本投標書連同賣方書面承約將構成本人/我們與賣方之間按照招標文件所載的條款及條件而訂立的一份具約束力協議。
4. 本人/我們特此向賣方確認和通知在簽署和提交本投標書之前，本人/我們已獲悉載於附連於招標公告的附件 F 關於額外印花稅，買家印花稅及從價印花稅的新稅率的資料及其影響。

3. 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“胡關李羅律師行”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 \$500,000.00 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(按照附連於本招標公告的**附件 C** 所列的格式), 不用填寫日期。
- (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), 不用填寫日期。
- (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), 不用填寫日期。
- (e) 經投標者妥當簽署的「關於額外印花稅、買家印花稅及從價印花稅的新稅率」的確認書(按照附連於招標公告的**附件 F** 所列的格式), 不用填寫日期。
- (f) 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 G** 所列的格式), 不用填寫日期。

- (g) 經投標者妥當簽署的賣方資料表格 (按照附連於招標公告的**附件II**所列的格式)，不用填寫日期。
  - (h) 參觀承購單位之確認函(按照附連於本招標公告的**附件I**所列的格式)，不用填寫日期。
  - (i) 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J**所列的格式)，不用填寫日期。
6. 本人/我們同意如果賣方接納本投標書，本人/我們根據招標公告、投標表格及出售條款遞交的投標表格，以及賣方根據招標公告、投標表格及出售條款接受要約，將成為就有關買賣物業的臨時合約(「臨時合約」)，且本人/我們必須：-
- (a) 於上述第 2 段規定的時間支付進一步訂金、買價部分付款(如有)和買價餘款；
  - (b) 按照招標公告的第 10(b)段簽署正式買賣合約；及
  - (c) 按照出售條款和簽署的正式買賣合約進行並完成購買物業。
7. 本人/我們同意並接受：-
- (a) 如果本人/我們沒有或未能於招標文件訂明簽署的日期簽署正式買賣合約，則賣方將終止由賣方接納本投標書而構成的買賣協議，而本人/我們已支付的臨時訂金將被賣方沒收；或
  - (b) 如果本人/我們沒有或未能支付進一步訂金或買價部分付款(如有)及/或買價餘款，並且沒有或未能按照招標文件和已簽署的正式買賣合約完成購買物業，賣方有權撤銷或強制執行物業的出售，若賣方行使撤銷權，所有已付的訂金和買價的部分付款(如有)當中達至買價的 10%的款額全歸賣方沒收，而賣方有權再出售物業或其任何部分並向本人/我們追討因上述再出售物業而引致的任何差額、開支及其他損失及損害。
8. 本人/我們確認及聲明，於遞交本投標書前，已知悉發展項目售樓說明書可供本人/我們參閱。
9. 本人/我們授權賣方完成連同本投標書遞交的文件中的細節/日期(現在留白)(如有)。

日期為 20\_\_\_\_年\_\_\_\_月\_\_\_\_日。

投標者名稱	:	
投標者簽名/獲授權的投標者 職員的名稱及簽名	:	
身份證號碼/商業登記證號碼 (連同其副本附連於本投標表格)	:	
住宅地址/通訊地址	:	
電話號碼	:	
電郵地址	:	
傳真號碼	:	
投標者聯絡人的名稱	:	
擁有權種類	:	*作為唯一擁有人/聯權共有人/ 分權共有人 (相同份數) <b>*請刪除不適用者並在旁加簽</b>
委託人名稱 (如適用)	:	
委託人地址 (如適用)	:	
委託人聯絡人的名稱 (如適用)	:	

見證人簽名 : \_\_\_\_\_

見證人姓名 : \_\_\_\_\_

見證人職業 : \_\_\_\_\_

見證人地址 : \_\_\_\_\_

\*\*\*\*\*

接受要約

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

為且代表

Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司)

\_\_\_\_\_  
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:-

<b>“Acceptance of Offer”</b>	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.
<b>“these Conditions”</b>	means these Conditions of Sale.
<b>“Form of Tender”</b>	means the Form of Tender annexed hereto.
<b>“Formal Agreement”</b>	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.
<b>“Development”</b>	means <b>DOUBLE COVE (迎海)</b> , No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong erected on Sha Tin Town Lot No.502, and the Property forms part of the Development.
<b>“Preliminary Agreement/this Preliminary Agreement”</b>	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.
<b>“Preliminary Deposit”</b>	has the meaning ascribed to it under Condition 4 of these Conditions.
<b>“Property”</b>	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.
<b>“Purchase Price”</b>	means the purchase price tendered in the Form of Tender by the Purchaser.
<b>“Purchaser”</b>	means the successful tenderer whose tender in respect of the Property is accepted by the Vendor.
<b>“Tender Notice”</b>	means the Tender Notice annexed hereto.



**“Vendor”** means Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司)

**“Vendor’s Solicitors”** means the solicitors firm set out in column (B) of Part I of the Schedule to the Tender Notice, applicable to the relevant Properties for Tender.

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(a) is calculated in accordance with section 8(3) of the Ordinance;
  - (c) the area of an item under Condition 6(b) 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\$500,000.00 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 buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.5 The Purchaser shall attend at the Vendor's Solicitors' office with this Preliminary Agreement within 5 working days after the date of the Acceptance of Offer (in this respect time shall be of the essence) to sign the Formal Agreement in the standard form prepared by the Vendor's Solicitors without amendment.

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

- 5.6 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.
- 5.7 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 a date which is within 120 days after the Date of Acceptance more particularly referred to in paragraph 9 of the Tender Notice.
- 5.8 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. (a) The Property is sold subject to the existing tenancy, the particulars of which are set out in **Schedule 3** hereto. The Purchaser(s) have read and understood the contents of the offer to lease and the tenancy agreement in respect of the Property (collectively “the Tenancy Agreement”) as briefly described in **Schedule 3** hereto and shall purchase the Property subject to the terms and conditions of the Tenancy Agreement. Save as aforesaid, the Vendor does not warrant whether there is any existing breach or non-performance or there will be any breach or non-performance of any of

the terms and conditions of the Tenancy Agreement by the tenant. The Vendor does not warrant whether either party to the Tenancy Agreement will exercise its right to early terminate the Tenancy Agreement on or before the completion date and whether the tenancy granted under the Tenancy Agreement will be subsisting on the completion date. If the tenancy terminates for whatever reason, the Purchaser shall not raise any objection thereto and the Purchaser shall accept the Property with vacant possession on completion notwithstanding anything contained herein.

- (b) The Vendor shall transfer to the Purchaser through the Purchaser's Solicitors the rental deposit set out in the Tenancy Agreement paid by the tenant to the Vendor in respect of the tenancy as soon as practicable after completion (after making all lawful deductions from the rental deposit paid by the tenant pursuant to the terms of the Tenancy Agreement) on condition that the Purchaser shall execute an undertaking in favour of the Vendor and the tenant substantially in the form appearing in the Annexure I to the Formal Agreement prior to the transfer of the rental deposit.
- 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) Each of the Vendor and the Purchaser shall pay his own solicitors' legal fees in respect of the Formal Agreement and the subsequent Assignment.
  - (b) 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.
  - (c) 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 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 16(a) above.
17. 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.
18. (a) After the signing of the Formal Agreement, the Purchaser shall have the right to purchase not more than two of any residential car parking spaces as listed in the "Price List of Parking Spaces" designated by the Vendor which is still available for selection at the listed price(s) of the residential car parking space(s) of Double Cove within 14 days after the date of issuance of the written notification by the Vendor, and such written notification shall be issued within the designated time period as the

Vendor may decide. If the Purchaser fails to exercise the right to purchase the residential car parking space(s) as stated above within such stipulated time limit, such right to purchase residential car parking space(s) shall automatically lapse and shall not be exercisable by the Purchaser at any time thereafter.

- (b) Subject to the condition in clause (c) below, the Purchaser can apply to finance company arranged by the Vendor for a first mortgage for the above-mentioned residential car parking space(s) on terms and conditions as more particularly stipulated below:

- The first mortgage loan amount shall not exceed 85% of the purchase price of the residential car parking space(s). The Purchaser will have to pay monthly instalments and interest will be accrued starting from the day of drawdown upon completion and interest on the first mortgage loan will be calculated at the interest rate at 2% below the Hong Kong Dollar Best Lending Rate (P-2% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time ("the Best Lending Rate") for the first 36 months and at the interest rate at 1% below the Best Lending Rate (P-1% p.a.) from the 37<sup>th</sup> month to the 60<sup>th</sup> month; and thereafter at the interest rate at 1% above the Best Lending Rate (P+1% p.a.), subject to fluctuation.

The Purchaser and his/her/their/its guarantor(s) (if any) shall upon request from the finance company arranged by the Vendor provide sufficient documents to prove his/her/their/its repayment ability, including without limitation the provision of income proof and/or banking record of the Purchaser and his/her/their/its guarantor(s). The relevant mortgage loan shall be approved by the finance company independently. The finance company reserves the final decision of the approval of the relevant mortgage loan.

- (c) The Purchaser is only eligible to apply for the first mortgage loan of the above-mentioned residential car parking space(s) in accordance with sub-clause (b) above provided that the Purchaser shall have successfully applied for and obtained the first mortgage loan of the Property (but does not include the second mortgage loan) from the finance company arranged by the Vendor. The date of drawdown of the first mortgage of the Property shall either be on or before the date of the drawdown of the first mortgage of the above-mentioned residential car parking space(s).

19. If the Purchaser purchases the Property directly through Henderson Property Agency Limited (but not through the other estate agents), the Vendor will provide to the Purchaser with a cash rebate in the sum equivalent to 2% of the Purchase Price as a benefit, which will be payable by the Vendor to the Purchaser within 14 days after the completion of the purchase of the Property.

20. Time is of the essence of this Preliminary Agreement.
21. The Purchaser shall promptly inform the Vendor in writing of any changes in correspondence address and telephone number.
22. (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.
23. 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.
24. 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**

1. Flat A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

- (a) The saleable area of the Property is 135.066 square metres / 1,454 square feet of which-

3.961 square metres/ 43 square feet is the floor area of the balcony;  
1.500 square metres/ 16 square feet is the floor area of the utility platform;  
and

- (b) Other measurements are –

the area of the air-conditioning plant room is — square metres/ — square feet;

the area of the bay window is 2.785 square metres/ 30 square feet;

the area of the cockloft is — square metres/ — square feet;

the area of the flat roof is — square metres/ — square feet;

the area of the garden is — square metres/ — square feet;

the area of the parking space is — square metres/ — square feet;

the area of the roof is — 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.

2. Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

- (a) The saleable area of the Property is 135.066 square metres / 1,454 square feet of which-

3.961 square metres/ 43 square feet is the floor area of the balcony;  
1.500 square metres/ 16 square feet is the floor area of the utility platform;  
and



(b) Other measurements are –

the area of the air-conditioning plant room is — square metres/ — square feet;

the area of the bay window is 2.785 square metres/ 30 square feet;

the area of the cockloft is — square metres/ — square feet;

the area of the flat roof is — square metres/ — square feet;

the area of the garden is — square metres/ — square feet;

the area of the parking space is — square metres/ — square feet;

the area of the roof is — 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**

1. Flat A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

**Window:**

Installed with aluminium window frames with fluorocarbon coating and tinted glazing. Some bathrooms installed with aluminium window frames with acid-etched glass. Part of windows installed with curtain walls.

**Bay window:**

Reinforced concrete bay window with fluorocarbon-coated aluminium window frame fitted with glass. Window sill boards finished with natural stone.

**Balcony:**

The flooring finished with floor tiles and outdoor wood deck. Walls finished with ceramic wall tiles and aluminium cladding. Ceiling finished with metal false ceiling. Glass balustrades are installed.

**Internal wall and ceiling:**

Internal walls of living room, dining room and bedrooms finished with emulsion paint on cement and sand plastering. Ceiling finished with emulsion paint on skim coat.

**Internal floor:**

Living room, dining room and bedrooms finished with engineered wood flooring with wooden skirting.

**Doors:**

The main entrance door finished with solid core timber door with wood veneer, wooden doorframe, fingerprint door lock and viewer. Doors of bedrooms, bathrooms and stores finished with timber door with wood veneer, wooden doorframe and door lock. Kitchen door finished with fire-rated glass door and door handle.

**Bathroom:**

Floor finished with natural stone to the exposed surface, internal walls finished with natural stone and mirror panels to the exposed surface and run up to the bottom line of gypsum board false ceiling.

Vanity cabinet with natural stone counter-top, mirror cabinet, paper holder, towel rack, ventilation system and lighting fixtures are provided. Bathroom appliances include shower set, overhead shower, water closet, wash basin and basin mixer. Master bathroom equipped with jacuzzi with faucet, shower set with body jet, bathroom TV, bathroom speaker and thermal ventilator.

**Kitchen:**

Internal walls finished with stone and metal panels to the exposed surface and run up to the bottom line of gypsum board false ceiling. Floor finished with natural stone to the exposed surface. Cooking bench finished with silestone.

Kitchen cabinet with veneered wooden door panel and stone cooking bench, stainless steel sink, sink mixer, ventilation system and lighting fixture are installed. Kitchen appliances include gas hob, refrigerator, cooker hood, microwave oven, oven, steam oven, coffee machine, washer/dryer, wine cellar, dish washer and kitchen TV.

**Air-conditioner:**

Split-type heat pump air-conditioners are installed.

**Telephone:**

Telephone connection points are provided.

**Aerials:**

Living / dining room and bedrooms provided with TV / FM connection points.

**Electrical installations:**

Three phase electricity supply with miniature circuit breaker distribution board provided.

**Gas supply:**

Town gas piping is installed and gas water heater is provided.

**Security system:**

Portable video door phone and wireless security alarm button connected to the management office are provided.

2. Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

**Window:**

Installed with aluminium window frames with fluorocarbon coating and tinted glazing. Some bathrooms installed with aluminium window frames with acid-etched glass. Part of windows installed with curtain walls.

**Bay window:**

Reinforced concrete bay window with fluorocarbon-coated aluminium window frame fitted with glass. Window sill boards finished with natural stone.

**Balcony:**

The flooring finished with floor tiles and outdoor wood deck. Walls finished with ceramic wall tiles and aluminium cladding. Ceiling finished with metal false ceiling. Glass balustrades are installed.

**Internal wall and ceiling:**

Internal walls of living room, dining room and bedrooms finished with emulsion paint on cement and sand plastering. Ceiling finished with emulsion paint on skim coat.

**Internal floor:**

Living room, dining room and bedrooms finished with engineered wood flooring with wooden skirting.

**Doors:**

The main entrance door finished with solid core timber door with wood veneer, wooden doorframe, fingerprint door lock and viewer. Doors of bedrooms, bathrooms and stores finished with timber door with wood veneer, wooden doorframe and door lock. Kitchen door finished with fire-rated glass door and door handle.

**Bathroom:**

Floor finished with natural stone to the exposed surface, internal walls finished with natural stone and mirror panels to the exposed surface and run up to the bottom line of gypsum board false ceiling.

Vanity cabinet with natural stone counter-top, mirror cabinet, paper holder, towel rack, ventilation system and lighting fixtures are provided. Bathroom appliances include shower set, overhead shower, water closet, wash basin and basin mixer. Master bathroom equipped with jacuzzi with faucet, shower set with body jet, bathroom TV, bathroom speaker and thermal ventilator.

**Kitchen:**

Internal walls finished with stone and metal panels to the exposed surface and run up to the bottom line of gypsum board false ceiling. Floor finished with natural stone to the exposed surface. Cooking bench finished with silestone.

Kitchen cabinet with veneered wooden door panel and stone cooking bench, stainless steel sink, sink mixer, ventilation system and lighting fixture are installed. Kitchen appliances include gas hob, refrigerator, cooker hood, microwave oven, oven, steam oven, coffee machine, washer/dryer, wine cellar, dish washer and kitchen TV.

**Air-conditioner:**

Split-type heat pump air-conditioners are installed.

**Telephone:**

Telephone connection points are provided.

**Aerials:**

Living / dining room and bedrooms provided with TV / FM connection points.

**Electrical installations:**

Three phase electricity supply with miniature circuit breaker distribution board provided.

**Gas supply:**

Town gas piping is installed and gas water heater is provided.

**Security system:**

Portable video door phone and wireless security alarm button connected to the management office are provided.

### **Schedule 3**

#### **Particulars of Tenancy Agreement**

- (1) Flat A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

Tenancy Agreement :	:	Offer to lease dated 24 <sup>th</sup> June 2019 and the tenancy agreement dated 30 <sup>th</sup> August 2019
Term of tenancy	:	2 years from 1 <sup>st</sup> August 2019 to 31 <sup>st</sup> July 2021 (both days inclusive)
Rent	:	HK\$46,000.00 per month (inclusive of government rates and management charges)
Deposit	:	HK\$92,000.00
Break Clause	:	Either the landlord or the tenant can early terminate the term by giving not less than 2 months' prior written notice after the lapse of the first 12 months

- (2) Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

Tenancy Agreement :	:	Offer to lease dated 10 <sup>th</sup> June 2019 and the tenancy agreement dated 30 <sup>th</sup> August 2019
Term of tenancy	:	2 years from 25 <sup>th</sup> July 2019 to 24 <sup>th</sup> July 2021 (both days inclusive)
Rent	:	HK\$45,500.00 per month (inclusive of government rates and management charges)
Deposit	:	HK\$91,000.00
Break Clause	:	Either the landlord or the tenant can early terminate the term by giving not less than 2 months' prior written notice after the lapse of the first 12 months

[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」	指建於沙田市地段第 502 號（位於香港新界沙田馬鞍山烏溪沙路 8 號）迎海，物業為發展項目的一部分。
「臨時合約/ 本臨時合約」	指買方根據招標公告、投標表格及出售條款遞交的投標表格，以及賣方根據招標公告、投標表格及出售條款接受要約，並按照出售條款而訂立的協議。
「臨時訂金」	具有出售條款第 4 條所給予該詞的涵義。
「物業」	指緊接投標表格內的購買要約被賣方接納後，投標表格中所指的「投標物業」。
「買價」	買方於投標表格中提出的購買價格。

- 「買方」 就物業的投標書獲得賣方接納的中標者。
- 「招標公告」 指附連於出售條款的招標公告。
- 「賣方」 指 Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司)。
- 「賣方律師」 指招標公告附表第 I 部分(B)欄的一家律師行，適用於有關的招標物業。

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) 第 6(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) 第 6(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\$500,000.00 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；及

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

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

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

5.6 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。

5.7 該物業買賣須於招標公告第 9 段所提述的「**承約日期**」後起計 120 日內的其中一天下午 4 點半或之前於賣方律師的辦事處完成。



- 5.8 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. (a) 該物業連同現有租約一併出售，有關租約細節已列於附連的附表 3 所列。買方已閱讀及知悉於附連的附表 3 內所述的租賃要約及租約（統稱“該租約”）的內容，並會在受限於該租約的條款及條件下購買該物業。除上述以外，賣方並不保證租客現在或將來是否有違反或不履行租約內任何條款及條件。賣方不保證在成交日或之前該租約任何一方會否行使提早終止租約的權利及於該租約下的租賃在成交時是否仍然生效。若該租約因任何原因終止，買方不能因此提出任何反對，而買方須在成交時接受該物業及其在空置情況下的管有，即使本臨時買賣合約已有任何規定。

- (b) 賣方會於成交後在切實可行範圍內盡快將租務按金(按該租約條款扣除合法之欠款後(如有的話))經買方律師轉予買方，惟買方必須在租務按金轉移前向賣方及租客簽署一份承諾書(實質上與正式合約附錄 I 出現的格式相約)。
13. 賣方以該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，而買方以該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) 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。
- (b) 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。
- (c) 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 16(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 16(a)條相同效力的義務。

17. 當完成物業的買賣時：

- (a) 在受公契的規定約束且享有公契的利益的前提下，買方須接受物業的轉讓契；及
- (b) 買方須向發展項目的管理人支付或向賣方付還（如賣方已向管理人支付任何相關款項）所有按金及預支款項、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。

18. (a) 於簽署正式合約後，買方有權於賣方自行指定之期間內由賣方發出書面通知日期後 14 天內，以列出車位售價，認購屆時賣方指定的「車位價單」內所列出並仍可供買方選擇的迎海住宅停車位不多於兩個。惟倘若買方不於上述時限內行使認購所述住宅停車位之權利，該權利將會自動失效，且不得於任何該時間之後行使。

- (b) 本條第(c)款限制的情況下，買方可向由賣方安排的財務公司就買入上述的住宅停車位的融資申請第一按揭，條件及條款如下：

- 第一按揭貸款，貸款額不超過車位售價八成半。買方於成交提款日起息供分期，首三十六個月之利率按香港上海滙豐銀行有限公司之不時釐訂港元最優惠利率（「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證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。有關之按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核有關按揭貸款的最終權利。

- (c) 買方必需成功申請並取得由賣方安排的財務公司有關該物業的第一按揭貸款(但不包括第二按揭貸款)，方可有資格向賣方安排的財務公司按上述第(b)款的條款申請上述住宅停車位的第一按揭。該物業第一按揭的提款日必須早於上述住宅停車位第一按揭的提款日或於同日提款。
19. 如買方直接經「恒基物業代理有限公司」購入該物業 (並非經由其他地產代理公司中介成交)，賣方將向買方提供相等於買價百份之二(2%)的現金回贈作為優惠，該回贈將由買方完成該物業交易後 14 天內由賣方向買方支付。
20. 時間為本臨時合約的關鍵元素。
21. 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。
22. (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)(『該條例』)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該條例的適用範圍，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該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)款的規定沒有從該條例的適用範圍內排除，而第三者(定義見該條例)可依據該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)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
23. 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。
24. 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

1. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸第 6 座 19 樓 A 單位  
連露台及工作平台

- (a) 該物業的實用面積為 135.066 平方米 / 1,454 平方呎， 其中 :-  
3.961 平方米 / 43 平方呎為露台的樓面面積；  
1.500 平方米 / 16 平方呎為工作平台的樓面面積；及

- (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 2.785 平方米/ 30 平方呎；  
閣樓的面積為 — 平方米/ — 平方呎；  
平台的面積為 — 平方米/ — 平方呎；  
花園的面積為 — 平方米/ — 平方呎；  
停車位的面積為 — 平方米/ — 平方呎；  
天台的面積為 — 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。

2. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸第 6 座 20 樓 A 單位  
連露台及工作平台

- (a) 該物業的實用面積為 135.066 平方米 / 1,454 平方呎， 其中 :-  
3.961 平方米 / 43 平方呎為露台的樓面面積；  
1.500 平方米 / 16 平方呎為工作平台的樓面面積；及

- (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 2.785 平方米/30 平方呎；  
閣樓的面積為 — 平方米/ — 平方呎；  
平台的面積為 — 平方米/ — 平方呎；  
花園的面積為 — 平方米/ — 平方呎；

停車位的面積為 — 平方米/ — 平方呎；  
天台的面積為 — 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

1. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 19 樓 A 單位連露台及工作平台。
2. 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 20 樓 A 單位連露台及工作平台。

請參閱英文版本及售樓說明書。



### 附表 3

#### 該租約細節

- (1) 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 19 樓 A 單位連露台及工作平台

該租約 : 日期為 2019 年 6 月 24 日的租賃要約及日期為 2019 年 8 月 30 日的租約

租期 : 2 年由 2019 年 8 月 1 日至 2021 年 7 月 31 日(包括首尾兩天)

租金 : 每月港幣\$46,000.00(包括差餉及管理費)

租務按金 : 港幣\$92,000.00

退租權 : 業主或租客均有權於租期首 12 個月後發出不少於 2 個月的事先書面通知提早退租

- (2) 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸第 6 座 20 樓 A 單位連露台及工作平台

該租約 : 日期為 2019 年 6 月 10 日的租賃要約及日期為 2019 年 8 月 30 日的租約

租期 : 2 年由 2019 年 7 月 25 日至 2021 年 7 月 24 日(包括首尾兩天)

租金 : 每月港幣\$45,500.00(包括差餉及管理費)

租務按金 : 港幣\$91,000.00

退租權 : 業主或租客均有權於租期首 12 個月後發出不少於 2 個月的事先書面通知提早退租

**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 : *	Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong 香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸		
	Block 座	Floor 樓	Flat 單位
<input type="checkbox"/>	6	19th (19 樓)	A
<input type="checkbox"/>	6	20th (20 樓)	A

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

\*(請以剔號(✓)填於適用的格子內)

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

I/We, the undersigned, acknowledge and am/are fully aware, prior to my/our signing of the preliminary agreement for sale and purchase of the Property, that:-

本人 / 吾等(買方)確認本人 / 吾等簽署本物業的臨時買賣合約前已清楚明白以下事項 :-

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

37. (1) Save for the manager of the Development, and the Owners' Corporation (if applicable) as mentioned in Clause 29 of this Agreement, 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 varied by the parties hereto from time to time or terminated or rescinded by agreement of the parties hereto or pursuant to the provisions of this Agreement without the consent of any person who is not a party to this Agreement. The Vendor undertakes to take reasonable steps to make the manager of the Development and the Owners' Corporation (if applicable) aware of this Clause 37 before the circumstances set out in section 6(2)(a) or (b) of the said Ordinance occur.<sup>1</sup>

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:

<sup>1</sup> 正式買賣合約範本只有英文版本，其中文翻譯大意為：「37.(1) 除本合約第 29 條所述發展項目的管理人，及業主立案發團(如適用)，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)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或依據本合約的條款不時更改、終止或撤銷本合約而無須取得非本合約一方的任何人士同意。賣方承諾於前述條例第 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)知悉本條文。」

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

- To: 1) Henderson Land Development Company Limited (恒基兆業地產有限公司); and  
 2) New World Development Company Limited (新世界發展有限公司); and  
 3) Harvest Development Limited (豐收發展有限公司)(as the Vendor 作為賣方) and its holding companies 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), Wellfine Development Limited(偉輝發展有限公司) and Gainford Resources Limited; and  
 4) Carley Limited (嘉理有限公司)(as the Vendor 作為賣方) and its holding companies 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), Wellfine Development Limited(偉輝發展有限公司) and Gainford Resources Limited; and  
 5) Perfect Success Development Limited (沛成發展有限公司)(as the Vendor 作為賣方) and its holding companies 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) and Mightymark Investment Limited(謙耀置業有限公司); and  
 6) Onfine Development Limited (安豐發展有限公司)(as the Vendor 作為賣方) and its holding companies 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) and Mightymark Investment Limited(謙耀置業有限公司); and  
 7) Rich Silver Development Limited (裕銀發展有限公司) (as the Vendor 作為賣方) and its holding companies 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) and Mightymark Investment Limited(謙耀置業有限公司); and  
 8) Regent Star Investment Limited (駿星投資有限公司) (as the Vendor 作為賣方) and its holding companies are New World Development Company Limited(新世界發展有限公司) and Happy Champion Limited(冠悅有限公司)

Dear Sirs,  
 敬啟者

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

Property : * 本物業 : *	Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong 香港新界沙田馬鞍山烏溪沙路8號迎海第四期迎海•駿岸		
	<b>Block 座</b>	<b>Floor 樓</b>	<b>Flat 單位</b>
<input type="checkbox"/>	6	19th (19 樓)	A
<input type="checkbox"/>	6	20th (20 樓)	A

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

\*(請以剔號(✓)填於適用的格子內)

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

We/I, the undersigned, being so far as we are/I am aware, hereby confirm that we are/I am (in case of corporation, including our controlling shareholder(s)) independent third party(ies) and neither the connected person(s) (as defined in the Listing Rules) of Henderson Land Development Company Limited and New World Development Company Limited nor the relatives of any directors of Henderson Land Development Company Limited and New World 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及新世界發展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及新世界發展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)：

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投標者姓名/Name of Tenderer(s)：

Date/日期：

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

Vendor 賣方 **Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司)**

Property \* 本物業 \* **Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong  
香港新界沙田馬鞍山烏溪沙路8號迎海第四期迎海 • 駿岸**

	Block 座	Floor 樓	Flat 單位
<input type="checkbox"/>	6	19th (19樓)	A
<input type="checkbox"/>	6	20th (20樓)	A

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

\*(請以剔號(✓)填於適用的格子內)

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

Tenderer  
投標者

I.D./B.R. No.  
身分證/商業登記  
證號碼：

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

Date 日期：

Signature(s) of Tenderer 投標者簽署

**ACKNOWLEDGEMENT LETTER  
REGARDING SPECIAL STAMP DUTY, BUYER'S STAMP DUTY AND  
NEW RATES OF AD VALOREM STAMP DUTY**

To : Harvest Development Limited, Carley Limited, Perfect Success Development Limited, Onfine Development Limited, Rich Silver Development Limited and Regent Star Investment Limited

Property \* : Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong

	<b>Block</b>	<b>Floor</b>	<b>Flat</b>
<input type="checkbox"/>	6	19th	A
<input type="checkbox"/>	6	20th	A

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

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

Tenderer(s) : \_\_\_\_\_

I.D./Passport/B.R. No. : \_\_\_\_\_

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are aware of the following and their implications prior to my/our signing and submission of the Form of Tender and (if our tender is accepted by the Vendor) prior to my/our signing of the Formal Agreement for Sale and Purchase of the Property:

**A. Buyer's Stamp Duty & Extended Coverage for Special Stamp Duty**

1. The Stamp Duty (Amendment) Ordinance 2014 was gazetted on 28 February 2014 ("**the Date of Gazettal**") and the law has retrospective effect from **27 October 2012** ("**the Effective Date**"). The Stamp Duty Ordinance ("**the Ordinance**") has been amended to adjust the duty rates and extend the coverage period in respect of the Special Stamp Duty ("**SSD**") and introduce a Buyer's Stamp Duty ("**BSD**") on residential properties acquired by any person (including a limited company) except a Hong Kong Permanent Resident ("**HKPR**") within the meaning of section 29A(1) of the Stamp Duty Ordinance.
2. The main details of the amendments are as follows:-
  - (a) The adjusted SSD has 3 levels of regressive rates for different holding periods:
    - (i) 20% if the property has been held for 6 months or less;
    - (ii) 15% if the property has been held for more than 6 months but for 12 months or less; and
    - (iii) 10% if the property has been held for more than 12 months but for 36 months or less.

- (b) The BSD is charged at a flat rate of 15% for all residential properties, on top of the existing stamp duty and SSD, if applicable, acquired by any person (including a limited company), except a HKPR. Exemptions to BSD are provided to certain transactions including, for example, those involving acquisition of residential properties by a HKPR jointly with his or her close relatives (i.e. spouse, parents, children, brothers and sisters) who are not HKPR.
  - (c) The adjusted rates and extended holding period of SSD and the new BSD are applicable to all residential properties acquired **on or after the Effective Date**.
  - (d) For details of the applicable exemptions to SSD and BSD, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)).
  - (e) The BSD (where applicable) must be paid within 30 days after the execution of the Preliminary Agreement for Sale and Purchase.
3. I/We understand that if I/we am/are HKPR and am/are not subject to the BSD, I/we need to make a statutory declaration in such form as prescribed by the Stamp Office that I/we am/are HKPR and acquiring the Property on my/our own behalf and that if I/we acquire the Property on behalf of any third party, such third party will also need to make a statutory declaration in such form as prescribed by the Stamp Office as to whether he/she is non-HKPR.

#### **B. New Rates of Ad Valorem Stamp Duty**

1. The Stamp Duty Ordinance has been amended to increase the ad valorem stamp duty ("**AVD**") rates of for residential property transactions to a flat rate of 15%. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).
2. AVD calculated at the new rate of 15% ("**AVD new rate**") is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident ("**HKPR**") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
4. A HKPR who is acquiring a residential Property A while seeking to dispose of another Property B (his only other residential property) will be subject to the AVD new rate in the first instance, but he may seek a refund of the stamp duty paid in excess of that computed at Scale 2 rates upon proof that Property B has been disposed of within 12 months from the date when he executed the conveyance on sale of Property A. Furthermore, the disposal of Property B must have been completed before a refund could be claimed. There is also a time limit in respect of which refunds can be claimed, i.e. either within 2 years from the date of execution of the agreement for purchase of Property A or within 2 months from the date of execution of the conveyance on sale of Property B, whichever is the later. This concession primarily applies to change of residence cases.
5. For details of the AVD new rate, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)).
6. I/We understand that I/we shall be solely responsible for ascertaining whether I/We am/are HKPR and subject to the AVD new rate.

7. I/We understand that if I/we claim that the AVD new rate does not apply to my/our acquisition of the Property, I/we may need to make a statutory declaration, in such form as may be prescribed by the Stamp Office, declaring that I/we am/are HKPR and acquire the Property on my/our own behalf and that I am not/each of us is not the beneficial owner of any other residential property in Hong Kong, or provide any other document as the Collector of Stamp Revenue may require.
8. I/We acknowledge that whether the AVD new rate will be applicable to me/us is subject to the decision of the Collector of Stamp Revenue.

**C. General**

1. I/We undertake to reimbursement any stamp duty or penalty paid by the Vendor with respect to the present transaction of the Property and interest thereon as prescribed under the Formal Agreement for Sale and Purchase, together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.
2. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or new AVD rates, as the case may be.
3. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

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Tenderer(s)

---

Date



## [中文譯本僅供參考]

## 關於額外印花稅、買家印花稅及從價印花稅的新稅率的確認書

致：豐收發展有限公司、嘉理有限公司、沛成發展有限公司、安豐發展有限公司、裕銀發展有限公司及駿星投資有限公司

本物業\*：香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸

	座	樓	單位
<input type="checkbox"/>	6	19	A
<input type="checkbox"/>	6	20	A

\*(請以剔號(✓)填於適用的格子內)

(物業詳情列於招標公告附表第 I 部分(B)欄)

投標者名稱：

身分證/護照/商業登記證號碼：

本人/我們即下述簽署人，僅此知悉及確認在簽署及提交上述物業之投標表格及（如我們的投標表格被賣方接納）在簽署正式買賣合約之前，本人/我們已獲悉以下事項及其影響：

#### A. 買家印花稅及經調整額外印花稅

1. 《2014 年印花稅(修訂)條例》已於 2014 年 2 月 28 日(「刊憲日期」)刊憲，其效力追溯至 2012 年 10 月 27 日(「生效日期」)。就此，政府經已修訂《印花稅條例》(「該條例」)，調整「額外印花稅」的稅率及延長有關的物業持有期，並引入適用於香港永久性居民(依照《印花稅條例》第 29A(1)條所指的定義)以外的任何人士(包括有限公司)取得住宅物業的「買家印花稅」。
2. 該條例的修訂主要內容如下：
  - (a) 修訂後的「額外印花稅」是按不同的物業持有期分為三級逆進稅率：
    - (i) 假若持有有關物業六個月或以內，稅率為 20%；
    - (ii) 假若持有有關物業超過六個月但在十二個月或以內，稅率為 15%；以及
    - (iii) 假若持有有關物業超過十二個月但在三十六個月或以內，稅率為 10%。
  - (b) 「買家印花稅」是在現有的印花稅及「額外印花稅」（如適用）之上對所有住宅物業徵收的印花稅，稅率劃一為 15%。「買家印花稅」適用於香港永久性居民以外的任何人士（包括有限公司）取得住宅物業。部分交易(包括如涉及香港永久性居民及其非香港永久性居民的近親（即配偶、父母、子女及兄弟姊妹））聯名取得住宅物業，則可以獲得豁免「買家印花稅」。

- (c) 「額外印花稅」修訂後的稅率及延長的物業持有期，以及新引入的「買家印花稅」，均適用於在生效日期或以後取得的住宅物業。
  - (d) 有關「額外印花稅」及「買家印花稅」適用的豁免，詳情請瀏覽稅務局網頁 ([www.ird.gov.hk](http://www.ird.gov.hk))。
  - (e) 「買家印花稅」（如適用）須在臨時買賣合約簽立日期後 30 天內繳交。
3. 本人/我們明白，如本人/我們是香港永久性居民及不需要繳付「買家印花稅」，則本人/我們需要簽署印花稅署指定格式之法定聲明，以確認本人/我們為香港永久性居民，及本人/我們是代表自己行事以取得上述物業。如本人/我們是代表任何第三者取得上述物業，則該第三者亦需要簽署印花稅署指定格式之法定聲明，以確認他/她是否香港永久性居民。

## B. 從價印花稅的新稅率

1. 《印花稅條例》現已修訂以調高住宅物業交易的從價印花稅稅率至劃一 15%。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須按新的從價印花稅稅率繳付從價印花稅，稅率劃一為物業的售價或價值(以較高者為準)的 15%。
2. 任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率(15%)(「新稅率」)計算的從價印花稅。
3. 可按第 2 標準稅率繳納從價印花稅或可獲豁免從價印花稅的情況沒有改變。
4. 一位香港永久性居民在購入住宅物業 A 的同時，打算出售另一住宅物業 B(他唯一的另一個住宅物業)，首先須繳付以新稅率計算的從價印花稅，但如他可提交證明文件，證實物業 B 在他簽署物業 A 的售賣轉易契的 12 個月內售出，他可以申請退還部分的從價印花稅(相當於以第 2 標準稅率計算的從價印花稅與已繳付的從價印花稅的差額)。此外，在申請退款時，必須已完成有關出售物業 B 的交易。退款的申請期限為簽立購買物業 A 的買賣協議的日期起計兩年內，或簽立物業 B 的售賣轉易契的日期起計的兩個月內，以較後者為準。有關寬免主要是適用於轉換居所。
5. 有關以新稅率計算的從價印花稅，詳情請瀏覽稅務局網頁 ([www.ird.gov.hk](http://www.ird.gov.hk))。
6. 本人/我們明白，本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付按新稅率計算之從價印花稅。
7. 本人/我們明白，如本人/我們聲稱新稅率不適用於上述物業之買賣，本人/我們可能須作出印花稅署所指定的格式的法定聲明，聲明本人/我們為香港永久性居民、是代表自己行事及本人/我們各人在香港沒有擁有任何其他住宅物業，或提供印花稅署署長所要求的任何其他文件。
8. 本人/我們明白印花稅署署長對於以新稅率計算的從價印花稅是否適用於本人/我們有決定權。

C. 其他事項

1. 本人/我們承諾按全數彌償基準補償賣方就上述物業的是次交易繳交之任何印花稅或罰款以及正式買賣合約所指定之利息，連賣方就追討前述印花稅或罰款之補償所產生的任何法律費用、支出及收費。
2. 本人/我們知悉及同意，若本人/我們申請豁免「買家印花稅」或豁免按新稅率計算的從價印花稅(視屬何情況而定)，本人/我們須支付所有就該豁免申請而必需由本人/我們或第三方(如適用)而作出的法定聲明所涉及的一切法律費用及開銷。
3. 本確認書的中文譯本僅供參考，如有任何爭議，概以英文文本為準。

[請簽署在英文版本上]

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投標者

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日期

**Henderson Property Agency Limited and New World Real Estate Agency Limited**

**Personal Information Collection Statement**

**恒基物業代理有限公司 及 新世界地產代理有限公司個人資料收集聲明**

Henderson Property Agency Limited and New World Real Estate Agency Limited (“we”, “us” or “our”) respect your personal data privacy when collecting, storing, using and transmitting personal data and this Personal Information Collection Statement (“PICS”) explains our privacy policy and sets out the purposes for which your personal data may be used. We are committed to complying with the requirements of the Personal Data (Privacy) Ordinance (Cap.486) (the “Ordinance”).

恒基物業代理有限公司及新世界地產代理有限公司(「我們」)在收集、保存、使用及傳送個人資料時，尊重閣下的個人資料私隱；而本「個人資料收集聲明」(「本聲明」)旨在說明我們處理個人私隱的政策以及列出閣下的個人資料可能被用作的用途。我們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。

If there is any inconsistency between the English and Chinese version of the 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。

Throughout the PICS, the term “personal data” has the meaning as defined in the Ordinance.

在本聲明中，「個人資料」一詞採用該條例對該詞的定義。

**Data Collection and Use**

**個人資料的收集及使用**

We may collect your personal data such as name, telephone number, address and email address in order to provide you with our services and products, including handling your property transaction(s). We may also generate and compile information about you. 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.

為向閣下提供我們的服務及產品(包括處理閣下的物業交易)，我們將收集閣下的個人資料，諸如姓名、電話號碼、地址及電郵地址。我們亦可能擬訂及編制有關閣下的資料。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 or products provided by us or any other member of Henderson Land Development Company Limited and any/all of its subsidiaries, associated and/or related companies (collectively the “**Henderson Land Group**”) or any other member of New World Development Company Limited and any/all of its subsidiaries, associated and/or related companies (collectively the “**New World Group**”) or joint venture company(ies) set up by member(s) of the Henderson Land Group and/or the New World Group and their respective joint venture partners (the “**JV Companies**”);  
就我們或恒基兆業地產有限公司的任何其他成員及任何/所有其附屬、聯營及/或關連公司(統稱「**恒基兆業地產集團**」)，或新世界發展有限公司的任何其他成員及任何/所有其附屬、聯營及/或關連公司(統稱「**新世界集團**」)，或由恒基兆業地產集團成員及/或新世界集團成員及其各自的合資夥伴成立的合營公司（統稱「**合營公司**」）提供的服務、物業、物業發展項目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 and/or the New World Group and/or the JV Companies;  
就恒基兆業地產集團及/或新世界集團及/或合營公司的設施、服務及產品之提供作出推廣、改進及/或進一步提供；
- (viii) marketing services, properties, property developments, products and other subject (please see further details in “Use of Your Personal Data in direct marketing” section below);  
促銷服務、物業、物業發展項目、產品及其他項目（詳情可參閱以下「在直接促銷中使用閣下的個人資料」部分）；
- (ix) 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）；
- (x) contacting you regarding administrative notices and communication;  
就有關行政上通知及通訊而聯絡閣下；
- (xi) 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；

- (xii) preventing or detecting illegal or suspicious activities; and  
防止或偵測非法或可疑活動；及
- (xiii) making disclosure when required by any law, court order, direction, code or guideline applicable within or outside Hong Kong.  
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

### **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) :-

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：-

- (i) any member of the Henderson Land Group or the New World Group or the JV Companies;  
恒基兆業地產集團任何成員或新世界集團任何成員或合營公司任何成員；
- (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 business;  
任何代理人、承包商或支援我們的業務運作而向我們提供行政、電訊、資訊科技或其他服務的第三方服務供應商；
- (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 involved in your property transaction; and  
涉及 閣下物業交易的任何人士；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，

except that any disclosure or transfer of your personal data to other person(s) for it to use in direct marketing will be subject to “Use of Your Personal Data in direct marketing” section below. Your personal data may be transferred outside Hong Kong.

除上述情況外，我們在任何披露或轉移 閣下的個人資料予其他人以供其在直接促銷中使用時，將受到以下「在直接促銷中使用 閣下的個人資料」部分所規限。 閣下的個人資料可能被轉移至香港境外。

### **Use of Your Personal Data in direct marketing**

#### **在直接促銷中使用 閣下的個人資料**

We intend to use your personal data in direct marketing and may not:-

我們擬使用 閣下的個人資料作直接促銷用途，但除非得到 閣下同意（當中包括表示不反對），我們方可：

- (i) so use your personal data; or  
在直接促銷中使用 閣下的個人資料；或
- (ii) provide your personal data to other person(s) for its so use,  
向其他人士提供 閣下的個人資料以供其在直接促銷中使用。

unless we have your consent (which includes an indication of no objection) to the intended use.

In connection with direct marketing, we intend:-

就直接促銷而言，我們有意:-

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;  
使用我們不時收集、擬訂、編制或持有 閣下的姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據;
- (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 any member(s) of the Henderson Land Group or the New World Group or the JV Companies;  
恒基兆業地產集團任何成員或新世界集團任何成員或合營公司任何成員提供的物業或物業發展項目；
  - (2) services and products offered by us, any member(s) of the Henderson Land Group or the New World Group or the JV Companies (including real estate agency services, credit facilities and financial services);  
我們、恒基兆業地產集團任何成員或新世界集團任何成員或合營公司任何成員所提供的服務及產品（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, any member(s) of the Henderson Land Group or the New World Group or the JV Companies; and  
我們、恒基兆業地產集團任何成員或新世界集團任何成員或合營公司任何成員提供的優惠、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) in return for money or other property, to provide your personal data described in (a) above to any member(s) of the Henderson Land Group or the New World Group for their use in direct marketing the classes of services and products described in (b) above.  
為換取金錢或其他財產，將以上(a)段所述的 閣下的個人資料提供予恒基兆業地產集團任何成員或新世界集團任何成員，以供其直接促銷在上述(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 “Access to and correction of Your Personal Data” section below to opt out from direct marketing at any time.

如閣下不欲我們如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以下「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。

### **Access to and correction of Your Personal Data**

#### **查閱及改正 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. To exercise any of your rights as described above, please contact us at the address below and mark your communication “Confidential”. In response, we may ask you to provide certain details about yourself so that we can be sure that you are the person to whom the data refers. We will endeavor to respond to your requests within 40 days wherever as practicable as possible, but we may charge you a reasonable fee for doing so.

閣下可隨時要求查閱及更正我們紀錄中與閣下有關係的個人資料。倘若閣下行使任何上述應有權利時，可按以下地址聯絡我們，並在通訊中註明「保密」字樣。在回應閣下的要求時，我們可能要求閣下提供某些有關閣下的詳細資料，以確認閣下是有關資料所指的人士。在閣下提出要求後，我們將在切實可行的情況下盡早於40日內給予回覆，但我們可能因此而需要向閣下收取合理費用。

The person to whom (1) requests (a) for access to personal data or correction of personal data; (b) for general information regarding our policies and practices with respect to personal data; and (c) about the kinds of personal data that we hold; and (2) general questions and complaints should be addressed is as follows:-

如閣下(1)要求(a)查閱個人資料或更正個人資料；(b)查詢有關我們的個人資料政策及做法的一般資料；及(c)查詢我們持有的個人資料的種類；及(2)提出一般問題及投訴，應指明以下人士為收件人：

Henderson Property Agency Limited / New World Real Estate Agency Limited

c/o Henderson Land Development Company Limited

Personal Data (Privacy) Officer

(Marked Confidential)

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

恒基物業代理有限公司/ 新世界地產代理有限公司

c/o 恒基兆業地產有限公司個人資料（私隱）主任

（標上保密）

地址：香港中環金融街八號國際金融中心二期七十一樓



## Retention of Data

### 資料的保留

We will only keep your personal data as long as necessary to fulfill the purpose(s) for which your personal data is collected unless your personal data is also retained to satisfy any applicable statutory or contractual obligations. Any personal data which is no longer required will be destroyed.

除非按照適用的法例或合約的責任而須保留閣下的個人資料外，我們只會在需要履行收集個人資料的目的之期間內保留閣下的個人資料。任何無需保留的個人資料將會被銷毀。

\*\*\*

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 or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Henderson Property Agency Limited and/or New World Real Estate Agency Limited may regard me as having indicated that I have no objection 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 "Use of Your Personal Data in direct marketing" section above

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及或新世界地產代理有限公司可視本人為表示不反對而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）。有關詳情請參閱以上「在直接促銷中使用閣下的個人資料」部分。

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

Signature 簽署：

\_\_\_\_\_  
Name 姓名：

Date 日期：

## VENDOR'S INFORMATION FORM 賣方資料表格

The Vendor : Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司),  
賣方 : Perfect Success Development Limited (沛成發展有限公司), Onfine Development  
Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司)  
and Regent Star Investment Limited (駿星投資有限公司)

The Development : Double Cove Grandview (Double Cove Phase 4)  
發展項目 : 迎海•駿岸 (迎海第四期)

Residential Property : Flat A on 19th Floor with Balcony and Utility Platform of Block 6 of Double Cove  
該住宅物業 : 香港新界沙田馬鞍山烏溪沙路8號迎海第四期迎海•駿岸第6座19樓A單位連露台及工作平台

The date on which this Vendor's Information Form is printed : 8 February 2021

本賣方資料表格的印製日期：2021年2月8日

- (a) **The amount of the management fee that is payable for the Residential Property:**  
須就該住宅物業支付的管理費用的款額：  
每月/per month：港幣/HK\$5,640.00.
- (b) **The amount of the Government rent (if any) that is payable for the Residential Property:**  
須就該住宅物業繳付的地稅（如有的話）的款額：  
每季/per quarter：港幣/HK\$3,398.00.
- (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：  
Double Cove Management Limited  
迎海管理有限公司
- (e) **Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the Residential Properties in the Development:**  
NIL  
  
賣方自政府或管理處接獲的關乎發展項目中的該住宅物業的擁有人須分擔的款項的任何通知：  
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  
賣方自政府接獲規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知：  
沒有
- (g) **Any pending claim affecting the Residential Property that is known to the Vendor:**  
NIL  
賣方所知的影響該住宅物業的任何待決的申索：  
沒有

Acknowledged by :  
確認：

Tenderer(s) 投標者

Date 日期

## VENDOR'S INFORMATION FORM 賣方資料表格

The Vendor : Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司),  
賣方 : Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司)

The Development : Double Cove Grandview (Double Cove Phase 4)  
發展項目 : 迎海•駿岸 (迎海第四期)

Residential Property : Flat A on 20th Floor with Balcony and Utility Platform of Block 6 of Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong  
該住宅物業 : 香港新界沙田馬鞍山烏溪沙路8號迎海第四期迎海•駿岸第6座20樓A單位連露台及工作平台

The date on which this Vendor's Information Form is printed : 8 February 2021  
本賣方資料表格的印製日期 : 2021年2月8日

- (a) **The amount of the management fee that is payable for the Residential Property:**  
須就該住宅物業支付的管理費用的款額:  
每月/per month : 港幣/HK\$5,640.00.
- (b) **The amount of the Government rent (if any) that is payable for the Residential Property:**  
須就該住宅物業繳付的地稅 (如有的話) 的款額:  
每季/per quarter : 港幣/HK\$3,406.00.
- (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:  
Double Cove Management Limited  
迎海管理有限公司
- (e) **Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the Residential Properties in the Development:**  
NIL  
賣方自政府或管理處接獲的關乎發展項目中的該住宅物業的擁有人須分擔的款項的任何通知:  
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  
賣方自政府接獲規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知:  
沒有
- (g) **Any pending claim affecting the Residential Property that is known to the Vendor:**  
NIL  
賣方所知的影響該住宅物業的任何待決的申索:  
沒有

Acknowledged by :  
確認 :

Tenderer(s) 投標者

Date 日期

**參觀承購單位之確認函**  
**Acknowledgement Letter for viewing the Property**

致 / To : Harvest Development Limited (豐收發展有限公司), Carley Limited (嘉理有限公司), Perfect Success Development Limited (沛成發展有限公司), Onfine Development Limited (安豐發展有限公司), Rich Silver Development Limited (裕銀發展有限公司) and Regent Star Investment Limited (駿星投資有限公司) (“the Vendor”/“賣方”)

該發展項目/The Development : Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories  
迎海第四期迎海 • 駿岸—新界沙田馬鞍山烏溪沙路 8 號

本物業 \*/ Property \* Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong  
香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海 • 駿岸

	Block 座	Floor 樓	Flat 單位
<input type="checkbox"/>	6	19th (19 樓)	A
<input type="checkbox"/>	6	20th (20 樓)	A

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

\*(請以剔號(✓)填於適用的格子內)

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

投標者/ The Tenderer(s) \_\_\_\_\_

身份證/商業登記 I.D./B.R. No. \_\_\_\_\_

1) 投標者確認該物業是連租約出售故不能合理地切實可行供買家參觀。  
The Tenderer(s) acknowledge(s) that the Property is sold subject to a tenancy agreement and therefore it is not reasonably practicable for the Property to be viewed by the Tenderer(s).

#2) 投標者已參觀由賣方提供之該發展項目中與本物業相若的住宅物業，即該發展項目第 6 座 3 樓 A 單位連露台及工作平台。  
The Tenderer(s) has/have viewed a comparable residential property, being Flat A on 3rd Floor with Balcony and Utility Platform of Block 6 of the Development, made available by the Vendor.

**或 OR**

#2) 投標者知悉開放該發展項目中與本物業相若的住宅單位供投標者參觀，並非合理地切實可行。投標者現書面同意在選購本物業前，賣方無需在本物業售予投標者之前開放與本物業相若的住宅物業供投標者參觀。  
The Tenderer(s) acknowledge(s) that it is not reasonably practicable for any comparable residential property in the Development available for viewing. The Tenderer(s) agrees in writing that the Vendor is not required to make such a comparable residential property available for viewing by the Tenderer(s) before the Property is sold to the Tenderer(s).

投標者簽署  
TENDERER(S)

日期/Date : \_\_\_\_\_

# 請刪去不適用  
Please delete as appropriate

## **Tenderer's / Introducer's Declaration**

### **PART I – Tenderer's Declaration**

<b>Property tendered : *</b> (referred to below as “the Property”)	Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong (“the Development”)		
	<b>Block</b>	<b>Floor</b>	<b>Flat</b>
<input type="checkbox"/>	6	19th	A
<input type="checkbox"/>	6	20th	A

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

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

**Vendor:** Harvest Development Limited, Carley Limited, Perfect Success Development Limited, Onfine Development Limited, Rich Silver Development Limited and Regent Star Investment Limited (collectively referred to below as “**Vendor**”); “Henderson Property Agency Limited” and “New World Real Estate Agency Limited” (collectively referred to below as “**Vendor's Agent**”) are the only two agents appointed by 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 “**the Tenderer**”)

Address : \_\_\_\_\_

**Introducer:** \_\_\_\_\_ (Company Name)

Business Registration No. \_\_\_\_\_

Address: \_\_\_\_\_

Name of the responsible staff of Introducer \_\_\_\_\_

ID Card No. \_\_\_\_\_ Tel No. \_\_\_\_\_

(the said introducer, the abovenamed responsible staff of the said introducer 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 Vendor, the Tenderer hereby makes the following declarations and confirmation at the request of Vendor's Agent / Vendor:

1. The Tenderer is introduced by the Introducer to purchase the Property by way of tender.
2. The Tenderer acknowledges that Vendor's Agent are the only two agents 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. The Introducer, as middleman between the Vendor / Vendor's Agent and the Tenderer, promotes the Property to the Tenderer in its capacity as middleman.
4. The Tenderer knows and acknowledges that Vendor's Agent as Vendor's agent is/are responsible for accepting payment of deposit by the Tenderer, and dealing with the tender matters on behalf of the Vendor.
5. The Introducer has not made any representation, declaration or undertaking on behalf of Vendor's Agent / 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 the Introducer / Introducer's staff 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 the Introducer / Introducer's staff, and Vendor's Agent / 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 the Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of the Vendor or Vendor's Agent in respect of the sale and promotion of the Property.

7. Any dealing or dispute between the Tenderer and the Introducer (including but not limited to the acts of the Introducer / Introducer's staff referred to in paragraph 6 above) does not concern or involve Vendor's Agent / 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 the Introducer, and the Tenderer shall not seek indemnification or reduction of purchase price of the Property from Vendor's Agent/the Vendor because of such dealing or dispute between the Tenderer and the Introducer.
8. The Tenderer does not object to the payment of commission to the Introducer by the Vendor / Vendor's Agent.

Tenderer's Signature \_\_\_\_\_

Tenderer's ID / B. R. No. \_\_\_\_\_

Date: \_\_\_\_\_

**PART II - Introducer's Declaration**

<b>Property tendered : *</b> (referred to below as "the Property")	Double Cove Grandview, Phase 4 of Double Cove, No.8 Wu Kai Sha Road, Ma On Shan, Sha Tin, New Territories, Hong Kong ("the Development")		
	<b>Block</b>	<b>Floor</b>	<b>Flat</b>
<input type="checkbox"/>	6	19th	A
<input type="checkbox"/>	6	20th	A

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

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

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

**Vendor:** Harvest Development Limited, Carley Limited, Perfect Success Development Limited, Onfine Development Limited, Rich Silver Development Limited and Regent Star Investment Limited (collectively referred to below as "**Vendor**")

**Tenderer:** \_\_\_\_\_ ID Card No. / Business Registration No. \_\_\_\_\_ (referred to below as "**the Tenderer**")

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

At the request of "Henderson Property Agency Limited" and/or "New World Real Estate Agency Limited" (collectively "Vendor's Agent", the agents appointed by Vendor to handle the transaction of the sale of the Property to the Tenderer) / Vendor, the Introducer hereby makes the following declarations and confirmation:

1. When the responsible staff of Introducer accompanies the Tenderer to proceed with the purchase of the Property of the Development by way of tender, such staff of the Introducer must (1) show his/her Identity Card, (2) show his/her staff card with his/her photo affixed thereon, and (3) provide his/her name card, for verification and recording of such information by staff of Vendor's Agent. If the above personal information provided by



the staff of the Introducer is inadequate, no commission will be calculated and paid to the Introducer in respect of such successful sale and purchase transaction.

2. The Introducer undertakes that the Introducer and its 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 the Introducer and/or its 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 the Introducer and/or its staff, and Vendor's Agent / 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 the Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of Vendor's Agent 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 the Introducer or its staff, the Introducer shall indemnify Vendor's Agent / the Vendor in respect of such claim as well as any fees, losses, damages or expenses paid, suffered or incurred by Vendor's Agent / the Vendor relating to and arising from such claim.

Signed by the Introducer's responsible person for and on behalf of the Introducer:

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ID No. / Estate Agent's Licence No. of responsible staff of the Introducer:

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Date: 

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**投標者/介紹人聲明**

招標物業：*	香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海•駿岸 (後稱「發展項目」)		
	座	樓	單位
<input type="checkbox"/>	6	19	A
<input type="checkbox"/>	6	20	A

(後稱「上述物業」)

\*(請以剔號(✓)填於適用的格子內)

(物業詳情列於招標公告附表第 I 部分(B)欄)

**第一部分 - 投標者聲明**

**賣方：** 豐收發展有限公司、嘉理有限公司、沛成發展有限公司、安豐發展有限公司、裕銀發展有限公司及駿星投資有限公司 (後統稱「賣方」)，就招標出售上述物業事宜賣方所指派的只有兩名的代理人為「恒基物業代理有限公司」及「新世界地產代理有限公司」(後統稱「賣方代理人」)

**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」)

地址: \_\_\_\_\_

**介紹人：** (公司名稱) \_\_\_\_\_

商業登記證: \_\_\_\_\_

地址: \_\_\_\_\_

介紹人公司負責職員的姓名: \_\_\_\_\_

身份證號碼: \_\_\_\_\_ 電話: \_\_\_\_\_

(上述介紹人公司、上述介紹人公司負責職員、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，投標者現應賣方代理人/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 投標者知悉賣方代理人為獲賣方授權、由賣方指派的只有兩名的代理人，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/賣方代理人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 投標者知悉及確認賣方代理人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處理招標事宜。
- 五 介紹人並無代賣方代理人/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/介紹人的職員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/介紹人的職員的個人行為，賣方代理人/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，介紹人並非賣方或賣方代理人就出售、推介上述物業之代理人。
- 七 投標者與介紹人之任何纏綿或糾紛（包括，但不限於，上述第六款提及的介紹人/介紹人的職員的行為），概與賣方代理人/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，亦不會就此向賣方代理人/賣方索取彌償或要求減價。
- 八 投標者不反對賣方/賣方代理人支付佣金予介紹人。

投標者簽署\_\_\_\_\_

投標者 I.D./B.R. No: \_\_\_\_\_

二零二 年 月 日

## 第二部分 - 介紹人聲明

招標物業：*	香港新界沙田馬鞍山烏溪沙路 8 號迎海第四期迎海・駿岸 (後稱「發展項目」)		
	座	樓	單位
<input type="checkbox"/>	6	19	A
<input type="checkbox"/>	6	20	A

(後稱「上述物業」)

\*(請以剔號(✓)填於適用的格子內)

## (物業詳情列於招標公告附表第 I 部分(B)欄)

介紹人： \_\_\_\_\_ (公司名稱) (後稱「介紹人」)

賣方： 豐收發展有限公司、嘉理有限公司、沛成發展有限公司、安豐發展有限公司、裕銀發展有限公司及駿星投資有限公司 (後統稱「賣方」)

投標者： \_\_\_\_\_ 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。

介紹人現應「恒基物業代理有限公司」/「新世界地產代理有限公司」(即賣方指派處理出售上述物業予投標者之交易的代理人，後統稱「賣方代理人」)/賣方要求，作出下列聲明及確認：

- (一) 介紹人的職員於陪同投標者投標認購發展項目的物業時，必須(1)出示其身分證，(2)出示其附有相片之職員證，及(3)提供其公司名片，讓賣方代理人職員核對及記錄。如介紹人的職員所提供以上之個人資料不詳，則介紹人於該宗交易完成後的佣金將不被計算及支付。
- (二) 介紹人承諾介紹人及其職員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/或其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/或其職員的個人行為，賣方代理人/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，介紹人並非賣方代理人或賣方就出售、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/其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，向賣方代理人/賣方作出彌償。

介紹人（由其負責人）簽署: \_\_\_\_\_

介紹人的職員 ID No./ 地產代理牌照號碼: \_\_\_\_\_

二零二      年      月      日