Tender No.: 招標號碼:	EMT51

(Please refer to 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)

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of :-

House C8 and House Parking Spaces Nos.R49 and R50

at Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong (full description of the property is set out in column (B) of Part I of the Schedule to the Tender Notice)

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in column (D) of Part I of the Schedule to the Tender Notice (the "Tender Closing Date and Time") (unless previously withdrawn or sold)

Tenders must be submitted during office hours (between 12:00 noon to 4:00 p.m. (daily)) between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled **"EDEN MANOR Tender Box"** placed at 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong in a sealed plain envelope and clearly marked "**EDEN MANOR**".

Vendor
Winjoy Development Limited (榮彩發展有限公司)
72/F -76/F, Two International Finance Centre,
8 Finance Street, Central, Hong Kong

Vendor's Solicitors
Messrs. Woo Kwan Lee & Lo
(胡關李羅律師行)
25th Floor, Jardine House, No.1 Connaught Place, Central, Hong Kong

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

Contacts
Mr. Mark Hahn
Tel: 8202 8868
Fax: 2234 7869

Contacts
Mr. Kelvin Tam / Ms. Patricia Wong
Tel : 2847 7888
Fax : 2845 0239

招標文件

公開招標承投購買物業

現招標承投購買：

位於香港新界上水青山公路古洞段 88 號高爾夫・御苑

C8 洋房及洋房停車位 R49 號及 R50 號

(物業詳情列於招標公告附表第 I 部分(B)欄)

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

在招標開始日期及時間起至招標截止日期及時間止期間的辦公時間(每日由中午 12 時至下午 4 時)，投標書須放入普通信封內密封，信封面上清楚註明「**高爾夫・御苑**」，放入位於香港中環港景街 1 號國際金融中心一期 31 樓擺放的標示為「**高爾夫・御苑投標箱**」的投標箱內。

賣方
Winjoy Development Limited (榮彩發展有限公司)
香港中環金融街 8 號
國際金融中心 2 期
72 樓–76 樓

賣方律師
Messrs. Woo Kwan Lee & Lo
(胡關李羅律師行)
香港中環康樂廣場 1 號
怡和大廈 25 樓

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

聯絡人
韓家輝先生

電話號碼: 8202 8868
傳真號碼: 2234 7869

聯絡人
譚錦源律師 / 黃德琪律師

電話號碼 : 2847 7888
傳真號碼 : 2845 0239

Property :	**Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong**
	House C8 and House Parking Spaces Nos.R49 and R50

(full description of the property is set out in column (B) of Part I of the Schedule to the Tender Notice)

TENDER SUBMISSION CHECKLIST

Item	**Document**	**Remarks**
1)	Form of Tender (Appendix A) duly completed and signed by tenderer(s) and **attached** with :- (a) Tender Notice (b) Conditions of Sale (Appendix B)	Submit one signed version **and dated**
2)	Letter of Confirmation of Relationship with the Vendor (Appendix C) duly signed by the tenderer(s)	Submit one signed version **but left undated**
3)	Warning to Purchasers (Appendix D) duly signed by the tenderer(s)	Submit one signed version **but left undated**
4)	Personal Information Collection Statement (Appendix E) duly signed by the tenderer(s)	Submit one signed version **but left undated**
5)	Vendor's Information Form (Appendix F) duly signed by the tenderer(s)	Submit one signed version **but left undated**
6)	Purchaser's / Introducer's Declaration (Appendix G) duly signed by the tenderer(s) and the Introducer respectively.	Submit one signed version **but left undated**
7)	Acknowledgement Letter relating to the Property (Appendix H) duly signed by the tenderer(s)	Submit one signed version **but left undated**
8)	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$1,000,000.00 must be made by way of cashier's order(s))	
9)	Copy of Identity Card(s) / Business Registration Certificate(s) of tenderer(s)	
10)	Copy of Estate Agent's Licence of the Introducer (individual)	

本物業 ：	**香港新界上水青山公路古洞段 88 號高爾夫・御苑**
	C8 洋房及洋房停車位 R49 號及 R50 號

(物業詳情列於招標公告附表第 I 部份(B)欄)

投標提交文件清單

項目	文件	備註
1)	經投標者妥當填寫並簽署的投標表格 **(附件 A)** 連同下列文件 ： (a) 招標公告 (b) 出售條款 **(附件 B)**	提交一份經簽署的版本 及填上日期
2)	經投標者妥當簽署的「有關與賣方之關係」的確認書 **(附件 C)**	提交一份經簽署的版本 不用填寫日期
3)	經投標者妥當簽署的「對買方的警告」**(附件 D)**	提交一份經簽署的版本 不用填寫日期
4)	經投標者妥當簽署的「個人資料收集聲明」**(附件 E)**	提交一份經簽署的版本 不用填寫日期
5)	經投標者妥當簽署的「賣方資料表格」 **(附件 F)**	提交一份經簽署的版本 不用填寫日期
7)	經投標者及介紹人分別妥當簽署的 「買方/介紹人聲明」 **(附件 G)**	提交一份經簽署的版本 不用填寫日期
8)	經投標者妥當簽署的承購單位之確認函 (**附件 H**)	提交一份經簽署的版本 不用填寫日期
9)	抬頭寫「**胡關李羅律師行**」的銀行本票或支票 (以支付投標表格中的投標買價的 5%) (其中不少於港幣$1,000,000.00 必須以本票支付)	
10)	投標者的身份證/商業登記証副本	
11)	介紹人(個人)的地產代理牌照副本	

TENDER NOTICE

1. Winjoy Development Limited (榮彩發展有限公司) (the "**Vendor**") invites tenders for the purchase of the property described below (the "**Property 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 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 the Tendered Property respectively.

Property for Tender

House C8 and House Parking Spaces Nos.R49 and R50

at Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong
(full description of the property is 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 F.**

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 the Property for Tender from sale or to sell or dispose of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

   (d) The Tender Document is made available for collection free of charge during the period as specified in column (E) of Part I of the Schedule to this Tender Notice at 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong. The Vendor reserves the right to adjust the Tender Closing Date and Time of the Property for Tender, remove any property from/add any property to the Property 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 the Property for Tender as specified in column (D) of Part I of the Schedule to the Tender Notice, any property removed from or added to the Properties for Tender as specified in column (B) of Part I of the Schedule to this Tender Notice and any modification, amendment or revision of this Tender Document will be posted at 31/F, One International

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

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

(f) No tender shall be retractable.

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

4. Tenderers should note the following:-
   (a) The successful tenderer should instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor. Please refer to the bilingual version of the "Warning to Purchasers" referred to in paragraph 14 of this Tender Notice.
   (b) The Vendor's Solicitors do not act for any tenderers in the process of this tender.

5. A tender must be:-
   (a) made in one counterpart in the **Form of Tender** for 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 **"EDEN MANOR"**; and

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

6. A TENDERER MUST ALSO FORWARD WITH HIS TENDER in respect of 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$1,000,000.00 must be made by way of cashier's order(s)).

(b) Letter of Confirmation of "Relationship with the Vendor" (in the form annexed hereto as **Appendix C**) duly signed by the tenderer **but left undated**.

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

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

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

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

(g) Acknowledgement Letter relating to the Property (in the form annexed hereto as **Appendix H**) duly signed by the tenderer **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 D**.

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

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

"Daily Tender Period" means the period between the Tender Commencement Date and Time and the Tender Closing Date and Time on any one particular date.

"Date of Acceptance" means the date on which the Vendor accepts a tender, which shall be within the period falling thirty (30) working days after the closing date of the tender.

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

(i) Tender Notice
(ii) Form of Tender (in the form annexed to the Tender Notice as Appendix A)
(iii) Conditions of Sale (in the form annexed to the Tender Notice as Appendix B)
(iv) Letter of Confirmation of Relationship with Vendor (in the form annexed to the Tender Notice as Appendix C)
(vi Warning to Purchasers (in the form annexed to the Tender Notice as Appendix D)
(vi) Personal Information Collection Statement (in the form annexed to the Tender Notice as Appendix E)
(vii) Vendor's Information Form (in the form annexed to the Tender Notice as Appendix F)
(viii) Purchaser's / Introducer's Declaration (in the form annexed to the Tender Notice as Appendix G)
(ix) Acknowledgement Letter relating to the Property (in the form annexed hereto as Appendix H)

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

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Schedule to the Tender Notice

Part I

(A) Tender No.	(B) Properties for Tender (unless previously withdrawn or sold)	(C) Tender Commencement Date and Time	(D) Tender Closing Date and Time	(E) Period for Collection of Tender Document
EMT51	Please refer to Part II of this Schedule	Every day from 15 October 2026 until 10 April 2027 (both days inclusive), 12:00 noon	Every day from 15 October 2026 until 10 April 2027 (both days inclusive), 4:00 p.m.	From 15 October 2026 to 10 April 2027 (both days inclusive) from 12:00 noon to 8:00 p.m.

Part II

1. House C8 with Balcony, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos.R49 and R50 of King's Gate of Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong

招標公告

1. Winjoy Development Limited (榮彩發展有限公司) (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

位於香港新界上水青山公路古洞段88號高爾夫・御苑

C8洋房及洋房停車位R49號及R50號

(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F**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招標物業不予出售，或將招標物業或其任何部分以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。

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

   (e) 賣方不會考慮由投標者強行附加條件之任何投標書。

   (f) 所有投標書不得撤回。

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

4. 投標者須注意以下事項:

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

(b) 賣方律師在本投標過程中不代表任何投標者。

5. 投標書必須:

(a) 就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「**高爾夫・御苑**」; 以及

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

6. 投標者就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$1,000,000.00必須以本票支付)。

(b) 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C**所列的格式)，<u>不用填寫日期</u>。

(c) 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D**所列的格式)，<u>不用填寫日期</u>。

(d) 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E**所列的格式)，<u>不用填寫日期</u>。

(e) 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F**所列的格式)，<u>不用填寫日期</u>。

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

(g) 經投標者妥當簽署的承購單位之確認函 (按照附連於本招標公告的**附件H**所

列的格式)，<u>不用填寫日期</u>。

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

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

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

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

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

10. 投標如獲接納，中標者即成為物業買方且：

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

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

11. 投標者須注意：中標者如未能按照出售條款及/或正式買賣合約繳付加付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D**。

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

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

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

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

「招標文件」 指本招標文件，包括 :-

(i) 招標公告
(ii) 投標表格 (附連於本招標公告的附件A)
(iii) 出售條款 (附連於本招標公告的附件B)
(iv) 有關與賣方之關係的確認書 (附連於本招標公告的附件C)
(v) 對買方的警告 (附連於本招標公告的附件D)
(vi) 個人資料收集聲明 (附連於本招標公告的附件E)
(vii) 賣方資料表格 (附連於本招標公告的附件F)
(viii) 買方/介紹人聲明 (附連於本招標公告的附件G)
(ix) 承購單位之確認函(附連於本招標公告的附件H)

「投標物業」 指就招標物業於投標表格中訂明所投標的物業。

****

招標公告附表

第I部分

(A) 招標號碼	(B) 招標物業 (除非物業已被撤回或出售)	(C) 招標開始 日期及時間	(D) 招標截止 日期及時間	(E) 索取招標文件期間
EMT51	請參閱本附表 第II部分	每日由2026年10月15日 起至2027 年4月10日 (包括首尾兩天), 中午十二時	每日由2026年10月15日 起至2027年4月10日 (包括首尾 兩天), 下午四時	由2026年10月15日 至2027年4月10日 (包括首尾兩天), 由中午十二時至 下午八時

第II部份

1. 香港新界上水青山公路古洞段88號高爾夫・御苑，高爾夫・皇殿別墅C8洋房連露台、梯屋、平台、天台、花園及洋房停車位R49號及R50號

Appendix A

FORM OF TENDER

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

To: Winjoy Development Limited (榮彩發展有限公司) (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 the following Property for Tender:-

House C8 with Balcony, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos.R49 and R50 of King's Gate of Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, 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 :
(Please choose one of the following payment methods by putting a tick (✓) in the appropriate box)

☐ ***Payment Method (A) – 180 days completion***	
(a) HK$_____	5% of Purchase Price: being preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement.
(b) HK$_____	5% of Purchase Price: being further deposit which shall be paid by the Purchaser within 60 days after signing of the Preliminary Agreement.

(c) HK$_____	90% of Purchase Price: being balance of the Purchase Price which shall be paid by the Purchaser upon completion of the sale and purchase of the Property which shall take place within 180 days after signing of the Preliminary Agreement.
☐ ***Payment Method (B) - Privilege Mortgage Payment Method – 180 days completion*** *****This method is only available to the first hand purchasers*****	
(a) HK$_____	5% of Purchase Price: being preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement.
(b) HK$_____	5% of Purchase Price: being further deposit which shall be paid by the Purchaser within 60 days after signing of the Preliminary Agreement.
(c) HK$_____	90% of Purchase Price: being balance of the Purchase Price which shall be paid by the Purchaser upon completion of the sale and purchase of the Property which shall take place within 180 days after signing of the Preliminary Agreement. (i) "designated bank" offer first mortgage loan, second mortgage loan will be offered by finance company(ies) arranged by the Vendor (the maximum amount of second mortgage loan offered shall not exceed 30% of the "Net Purchase Price", and the total amount of first mortgage loan and second mortgage loan offered shall not exceed 80% of the "Net Purchase Price"). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown and interest on second mortgage loan will be calculated at 1.75% below the Hong Kong Dollar Best Lending Rate (P – 1.75% p.a.) as quoted by The Hongkong and Shanghai Banking Corporation Limited ("the Best Lending Rate") from time to time for the

	first 24 months; and at the Best Lending Rate (P% p.a.) within the period from the 25th month to the 48th month; and thereafter will be calculated at 1% above the Best Lending Rate (P + 1% p.a.), subject to fluctuation. The offer of second mortgage loan is subject to the "designated bank" offering the first mortgage loan mentioned above; or (ii) the Purchaser can apply to finance company(ies) arranged by the Vendor for mortgage loan, the loan amount shall not exceed 85% of the "Net Purchase Price". Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown and interest on mortgage loan will be calculated at 1.75% below the Best Lending Rate (P – 1.75% p.a.) from time to time for the first 36 months, and at 1% below the Best Lending Rate (P - 1% p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1% above the Best Lending Rate (P + 1% p.a.), subject to fluctuation. The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company(ies) as arranged by the Vendor provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of income proof and/or banking record of the purchaser and his/her/its guarantor(s). The mortgage loan(s) shall be approved by the arranged finance company(ies) independently. The arranged finance company(ies) reserve(s) the final decision of the approval of mortgage loan(s). **The term "Net Purchase Price" above referred to shall mean the amount of the Purchase Price after deducting the amount of the "Stamp Duty Subsidy Cash Rebate" Benefit (if any) referred to below**

	and the "Appliances Allowance" Benefit (if any) referred to below.

BENEFITS

Subject to the conditions as mentioned below, the Purchaser shall be entitled to the benefit(s) referred to below :

(I) "Stamp Duty Subsidy Cash Rebate" Benefit

(a) Where the Purchaser chooses (A) or (B) payment method as stated above, the Purchaser shall be entitled to a "Stamp Duty Subsidy Cash Rebate" Benefit offered by the Vendor.

(b) The amount of "Stamp Duty Subsidy Cash Rebate" Benefit will be rounded to the nearest dollar.

(c) Where the Purchaser settles the balance of the Purchase Price upon completion, the Purchaser will be entitled to a cash rebate for an amount equals to 4.25% of the Purchase Price to be offered by the Vendor ("Stamp Duty Subsidy Cash Rebate" Benefit).

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

(II) "Appliances Allowance" Benefit

(a) The Purchaser shall be entitled to a cash subsidy of HK$300,000.00 upon completion as the "Appliances Allowance" Benefit offered by the Vendor ("Appliances Allowance" Benefit).

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

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

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

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

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

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

5. The following are enclosed with this Tender:-

(a) The cashier's order(s) and (if any) cheque(s) in the **TOTAL SUM** of HK$_____, made payable to "**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$1,000,000.00 must be paid by way of Cashier's Orders)

And (if any)

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

(b) Letter of Confirmation of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix C**) duly signed by the tenderer **<u>but left undated</u>**.

(c) The "Warning to Purchasers" (in the form annexed to the Tender Notice as **Appendix D**) duly signed by the tenderer **<u>but left undated</u>**.

(d) The "Personal Information Collection Statement" (in the form annexed to the Tender Notice as **Appendix E**) duly signed by the tenderer **<u>but left undated</u>**.

(e) The Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix F**) duly signed by the tenderer **<u>but left undated</u>**.

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

(g) Acknowledgement Letter relating to the Property (in the form annexed hereto as **Appendix H**) duly signed by the tenderer (if applicable) **but left undated.**

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

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

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

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

7. I/We agree and accept that:-

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

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

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

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

Dated the _____ day of _____ 20_____.

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

Signature of Witness : _____

Name of Witness : _____

Occupation of Witness : _____

Address of Witness : _____

****

ACCEPTANCE OF OFFER

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

Authorised Agent of the Vendor
Henderson Property Agency Limited
恒基物業代理有限公司
(for and on behalf of
Winjoy Development Limited
(榮彩發展有限公司))

_____
Authorised Signatory(ies)

附件 A

投標表格

在受到招標文件所載的條款及條件約束的前提下，茲投標承購位於高爾夫・御苑的單位。

致：Winjoy Development Limited (榮彩發展有限公司)
(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**」) 購買下列招標物業 (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**」):-

香港新界上水青山公路古洞段 88 號高爾夫・御苑，高爾夫・皇殿別墅 C8 洋房連露台、梯屋、平台、天台、花園及洋房停車位 R49 號及 R50 號。

2. 買方將按照下列方式支付買價：

(請選擇下列其中一項付款計劃，並在適當的格子加上剔號(✓)標示。

☐ **付款計劃(A) – 180 天成交**	
(a) 港幣_____元	買價 5%：臨時訂金於買方簽署臨時合約時支付。
(b) 港幣_____元	買價 5%：加付訂金於買方簽署臨時合約後 60 天內支付。
(c) 港幣_____元	買價 90%：買價餘額於買方成交時即簽署臨時合約後 180 天內支付。
☐ **付款計劃(B) – 優惠按揭計劃 – 180 天成交** *****只提供予第一手買家*****	

(a) 港幣_____元	買價 5%：臨時訂金於買方簽署臨時合約時支付。
(b) 港幣_____元	買價 5%：加付訂金於買方簽署臨時合約後 60 天內　支付。
(c) 港幣_____元	買價 90%：買價餘額於買方成交時即簽署臨時合約後 180 天內支付。 (i) 「特約銀行」提供即供首按；並由賣方安排財務公司提供第二按揭(第二按揭金額最高為「淨買價」三成，首按加二按合共提供不超過「淨買價」八成按揭)，買方於提款日起息供分期，第二按揭首二十四個月之利率按香港上海匯豐銀行之港元最優惠利率(後稱"優惠利率")減 1.75% (P - 1.75% p.a.)計算；第二十五個月至第四十八個月之利率按優惠利率(P% p.a.)計算；其後全期按優惠利率加 1% (P + 1% p.a.)計算，利率浮動，必須於買方獲「特約銀行」同意承做第一按揭後方成立；或 (ii) 買方可向由賣方安排的財務公司申請按揭貸款，貸款額不超過「淨買價」八成半。買方於提款日起息供分期，首三十六個月之利率按優惠利率減 1.75% (P – 1.75% p.a.)計算，第三十七個月至第六十個月之利率按優惠利率減 1% (P - 1% p.a.)計算; 其後全期按優惠利率加 1% (P + 1% p.a.)計算，利率浮動。 買方及其擔保人(如有的話)須按賣方安排的財務公司的要求提供足夠文件以証明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由安排的財務公司獨立審

	批。安排的財務公司保留最終批核按揭貸款的決定權。 上文「淨買價」一詞是指買價在扣除下述稱為「印花稅津貼現金回贈」優惠(如有)之金額及下述稱為「電器設備津貼」優惠(如有)之金額後的金額。

<u>優惠:</u>

<u>受下列條款約束</u>，買方可享優惠如下 ：

(I) **<u>「印花稅津貼現金回贈」優惠</u>**

(a) 如買方選擇上述的(A)或(B)付款計劃，可獲賣方送出「印花稅津貼現金回贈」優惠。

(b) 「印花稅津貼現金回贈」優惠計算得出的金額皆以四捨五入至個位整數。

(c) 如買方在完成交易時清付物業的買價餘額，買方將可獲賣方提供金額相等於物業的買價 4.25%之現金回贈(「印花稅津貼現金回贈」優惠)。

(d) 於完成交易時，並在買方清付物業的買價餘額的情況下，「印花稅津貼現金回贈」優惠將直接用於支付部分買價餘額。為免生疑問，「印花稅津貼現金回贈」優惠不得用於上述支付部分買價餘額以外其他任何目的。

(II) **<u>「電器設備津貼」優惠</u>**

(a) 買方成交時將獲贈由賣方提供的港幣$300,000.00 作為「電器設備津貼」優惠(「電器設備津貼」優惠)。

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

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

4. 本人/我們特此向賣方確認和通知在簽署和提交本投標書之前：-

4.1 賣方已開放投標物業予本人/我們參觀，並且：-

☐ 本人/我們已於遞交本投標書前參觀投標物業。

或

☐ 本人/我們於遞交本投標書前拒絕參觀投標物業。

** 請於上方適當格子內填上剔號(✓)*

5. 下列文件連同本投標書一併附上：-

(a) **總金額**為港幣_____元且抬頭為"**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 $1,000,000.00 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「有關與賣方之關係」的確認書 (按照附連於招標公告的**附件 C** 所列的格式)，<u>不用填寫日期</u>。

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

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

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

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

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

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 段規定的時間支付加付訂金(如有)、買價部分付款(如有)和買價餘款；

   (b) 按照招標公告的第 10(b)段簽署正式買賣合約；及

   (c) 按照出售條款和簽署的正式買賣合約進行並完成購買物業。

7. 本人/我們同意並接受：-

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

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

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

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

日期為 20_____年_____月_____日。

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

見證人簽名 ： _____

見證人姓名 ： _____

見證人職業 ： _____

見證人地址 ： _____

****

接受要約

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

賣方授權代理人
Henderson Property Agency Limited
恒基物業代理有限公司
(代表 **Winjoy Development Limited**
(榮彩發展有限公司))

_____
獲授權之簽署人

Appendix B

CONDITIONS OF SALE

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

"Acceptance of Offer"	means the Vendor's acceptance of the Purchaser's tender by signifying its acceptance in the Acceptance of Offer at the end of the Form of Tender and notifying the Purchaser pursuant to paragraph 10(a) of the Tender Notice.
"these Conditions"	means these Conditions of Sale.
"Form of Tender"	means the Form of Tender annexed hereto.
"Formal Agreement"	means the formal Agreement for Sale and Purchase to be executed by the Vendor and the Purchaser in accordance with Condition 5 of these Conditions.
"Development"	means **EDEN MANOR (高爾夫・御苑),** No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong erected on Lot No. 2640 in Demarcation District No. 92, and the Property forms part of the Development.
"Preliminary Agreement/this Preliminary Agreement"	means the agreement made hereunder by virtue of the submission of the Form of Tender by the Purchaser and the Acceptance of Offer by the Vendor in accordance with the Tender Notice, the Form of Tender and these Conditions.
"Preliminary Deposit"	has the meaning ascribed to it under Condition 4 of these Conditions.
"Property"	means the Tendered Property set out in the Form of Tender immediately after the offer to purchase under the Form of Tender has been accepted by the Vendor.
"Purchase Price"	means the purchase price tendered in the Form of Tender by the Purchaser.
"Purchaser"	means the successful tenderer whose tender in respect of the Property is accepted by the Vendor.
"Tender Notice"	means the Tender Notice annexed hereto.
"Vendor"	means Winjoy Development Limited (榮彩發展有限公司)

"Vendor's Solicitors"	means Messrs. Woo Kwan Lee & Lo.
"Vendor's Solicitors' Office"	means 25th Floor, Jardine House, No.1 Connaught Place, Central, Hong Kong.

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

3. In this Preliminary Agreement:-

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

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

   (c) the area of an item under clause (b) in Schedule 1 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$1,000,000.00 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 the date on which the balance of Purchase Price is due to be paid by the Purchaser as stated in the Form of Tender.

5.8 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 D** to the Tender Notice) and fully understands its contents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Purchaser 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. Time is of the essence of this Preliminary Agreement.

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

20. (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.

21. 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.

22. 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

<u>The measurements of the Property</u>

House C8 with Balcony, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos.R49 and R50 of King's Gate of Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong

(a) The saleable area of the Property is 246.369 square metres / 2,652 square feet of which-

6.0 square metres/ 65 square feet is the floor area of the balcony;
— square metres/ — 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 — square metres/ — square feet;
the area of the cockloft is — square metres/ — square feet;
the area of the flat roof is 11.895 square metres/ 128 square feet;
the area of the garden is 119.436 square metres/ 1,286 square feet;
the area of the parking space is 25.000 square metres/ 269 square feet;
the area of the roof is 48.055 square metres/ 517 square feet;
the area of the stairhood is 6.615 square metres/ 71 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

Property :	Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong
	House C8 and House Parking Spaces Nos.R49 and R50

(full description of the property is set out in column (B) of Part I of the Schedule to the Tender Notice)

1. <u>Exterior finishes</u>

Window

Curtain wall and aluminum windows are fitted with tinted laminated glass.

Balcony

Balcony is fitted with glass balustrade. Floor is finished with natural stone. Wall is finished with stone cladding and aluminum cladding. Ceiling is installed with aluminum false ceiling.

2. <u>Interior finishes</u>

Internal wall and ceiling

Living room, dining room and bedroom walls are finished with emulsion paint. Living room and dining room ceilings are finished with gypsum board false ceiling with light trough in emulsion paint and metal finishes. Bedroom ceilings are finished with gypsum board false ceiling in emulsion paint (For Bedroom 3, Bedroom 4, walk-in closet in Bedroom 1 and walk-in closet in Master Bedroom of House C8 only); and are finished with gypsum board false ceiling with light trough in emulsion paint (For Bedroom 1 excluding walk-in closet of House C8 only); and are finished with gypsum board false ceiling with light trough and finished with emulsion paint and metal finished (For Bedroom 2 and Master Bedroom excluding walk-in closet of House C8 only).

Internal floor

Living room and dining room are finished with natural stone flooring and timber skirting. Bedroom (including walk-in closet) is finished with engineering timber flooring (For Bedroom 1, Bedroom 2 and Bedroom 3 of House C8) and timber skirting; and is finished with natural stone and metal trim (For Master Bedroom excluding walk-in closet of House C8) and timber skirting; and is finished with natural stone (For Walk-in closet of Master Bedroom and Bedroom 4 of House C8) and timber skirting.

Bathroom (including lavatory 2)

Internal wall	:	Natural stone to the exposed surface up to the level of false ceiling (Except for Master bathroom of House C8); Natural stone, wall fabric finish and metal to the exposed surface (For Master bathroom of House C8 only) up to the level of false ceiling.
Floor	:	Natural stone to the exposed surface.
Ceiling	:	Gypsum board false ceiling in emulsion paint.

Lavatory 1

Internal wall	:	Ceramic tile up to the level of false ceiling.

Floor	:	Ceramic tile.
Ceiling	:	Gypsum board false ceiling in emulsion paint.

Kitchen

Internal Wall	:	Natural stone, timber panel, glass panel and metal finishes to the exposed surface up to the level of the false ceiling.
Floor	:	Natural stone to the exposed surface.
Ceiling	:	Metal laminated panel with stainless steel finish.
Cooking Bench	:	Natural stone and artificial stone.

3. <u>Interior fittings</u>

Doors (House: C8)

i) B1/F car park door
Fire rated solid core timber door installed with door lockset, door viewer and door closer.

ii) Entrance gate
Metal gate door with paint finish installed with lockset.

iii) Main entrance door
Solid core timber door with aluminum finish and wood veneer with stainless steel finish, installed with door lockset, door closer and door viewer.

iv) Balcony door and Garden door, Flat roof door
Tinted laminated glass door with lockset.

v) Kitchen door
Fire rated glass door, with fire rated glass panel, installed with door handle.

vi) Utility room door
Hollow core timber door with wood veneer and stainless steel panel, installed with door lockset.

vii) Lavatory 1 door
Glass door with aluminum framed glass panel.

viii) Bedroom 1 to 4 door, Bathroom 3 door, Master bedroom door
Hollow core timber door with wood veneer and stainless steel panel, installed with lockset.

ix) Lavatory 2 door, Bathroom 1 and 2 door
Hollow core timber door with wood veneer, stainless steel panel and metal louvre, installed with lockset.

x) Walk-in closet in Bedroom 1 door
Glass door with glass panel and wall fabric finish.

xi) Master bathroom door
Glass door with glass panel and wall fabric finish, installed with lockset.

xii) Walk-in closet in Master Bedroom door
Glass door with glass panel and wall fabric finish.

xiii) Roof door
Tinted laminated glass door with lockset.

xiv) B1/F staircase
Solid core timber door installed with door handle and door closer

xv) G/F staircase
Solid core timber door installed with door handle and door closer

Bathroom
Timber basin cabinet in wood veneer and stainless steel finish and natural stone countertop. Mirror cabinet with stainless steel finish (Except for Master Bathroom). Mirror cabinet with stainless steel finish, mirror cabinet (For Master Bathroom) with stainless steel finish and wall fabric finish. Dressing table with mirror, natural stone and metal (For Master Bathroom). Timber cabinet (in Master Bathroom) with wall fabric finish and metal. Timber wardrobe (in Master bathroom) with wood veneer finish and natural stone. Bathroom fittings include wash basin mixer, wash basin and water closet, towel bar, paper holder, bathtub, shower compartment, robe hook, mirror demister, cosmetic mirror (For Master Bathroom only), towel warmer (in Master bathroom), shower mixer with rain shower and bath mixer are provided. Copper water pipes are provided for cold water supply. Copper pipes with thermal insulation are provided for hot water supply. Bathtub (in Bathroom 1, Bathroom 2 and Master Bathroom) is provided.

Kitchen
Timber kitchen cabinet, finished with wood veneer, lacquered finish, glass panel and aluminum frame, stainless steel frame glass display shelf, fitted with stainless steel sink unit and chrome plated sink mixer. Copper pipes are provided for cold water supply. Copper pipes with thermal insulation are provided for hot water supply.

Aerials
TV outlets for local TV are provided.

附件 B

[中文譯本僅供參考]

出售條款

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

「接受要約」	指賣方透過在投標表格之末表明接受要約，並且按照招標公告第 10(a)段通知買方， 從而接納買方的投標。
「出售條款」	指本出售條款。
「投標表格」	指附連於出售條款的投標表格。
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的正式買賣合約。
「發展項目」	指建於丈量約份第 92 約地段第 2640 號位於香港新界上水青山公路古洞段 88 號高爾夫・御苑，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 Winjoy Development Limited (榮彩發展有限公司)。
「賣方律師」	指胡關李羅律師行。
「賣方律師的辦事處」	指香港中環康樂廣場 1 號怡和大厦 25 樓。

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

3. 在本臨時合約中 ：

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

(b) 附表 1(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) 附表 1(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$1,000,000.00 必須以本票支付)， 該臨時訂金應由賣方律師作為保證金保存人而持有。

5. 如果投標書獲接納 :-

5.1 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須 :-

(a) 由買方於接受要約之日後的第 5 個工作日或之前簽立；

(b) 由賣方於接受要約之日後的第 8 個工作日或之前簽立。

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

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

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

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

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

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

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

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

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

16. 買方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、對特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶的按金中其應付的部分，以及向發展項目的公共部分供應公共設施的按金中其應付的部分，以及在公契規定或依據公契就物業需要支付的其它款項 (包括但不限於就組成物業的住宅單位及停車位需要支付的管理費)。買方須付還賣方其已支付的任何該等款項， 無論該等按金、預支款項、供款或其它款項在公契下是否可作轉讓或予退還。

18. 時間為本臨時合約的關鍵元素。

19. 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。

20. (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。

21. 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。

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

附表 1

物業的量度尺寸

香港新界上水青山公路古洞段 88 號高爾夫・御苑，高爾夫・皇殿別墅 C8 洋房連露台、梯屋、平台、天台、花園及洋房停車位 R49 號及 R50 號

(a) 該物業的實用面積為 246.369 平方米 / 2,652 平方呎， 其中 :-
6.0 平方米 / 65 平方呎為露台的樓面面積 ；
－ 平方米 / － 平方呎為工作平台的樓面面積 ；及

(b) 其他量度尺寸為 :-
空調機房的面積為 － 平方米/ － 平方呎；
窗台的面積為 － 平方米/ － 平方呎；
閣樓的面積為 － 平方米/ － 平方呎；
平台的面積為 11.895 平方米/ 128 平方呎；
花園的面積為 119.436 平方米/ 1,286 平方呎；
停車位的面積為 25.000 平方米/ 269 平方呎；
天台的面積為 48.055 平方米/ 517 平方呎；
梯屋的面積為 6.615 平方米/ 71 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

本物業 ：	香港新界上水青山公路古洞段 88 號高爾夫・御苑
	C8 洋房及洋房停車位 R49 號及 R50 號

(物業詳情列於招標公告附表第 I 部份(B)欄)

請參閱英文版本及售樓說明書。

Appendix C

附件 **C**

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

To: 1) Winjoy Development Limited (also as the owner and whose holding companies are Henderson Development Limited and Henderson Land Development Company Limited)

榮彩發展有限公司 (亦為擁有人及其控權公司為恒基兆業有限公司及恒基兆業地產有限公司)

Dear Sirs,
敬啟者

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

Property : 本物業 :	Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong 香港新界上水青山公路古洞段 88 號高爾夫・御苑
	House C8 and House Parking Spaces Nos.R49 and R50 (C8 洋房及洋房停車位 R49 號及 R50 號)

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

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

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

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

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

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

吾等/本人茲進一步確認吾等/本人不是：—

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

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

投標者簽署/Tenderer(s) :

_____

投標者姓名/Name of Tenderer(s)：

Date/ 日期：

Appendix D
附件 D

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

Vendor 賣方 **Winjoy Development Limited (榮彩發展有限公司)**

Property : 本物業 : **Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong**
香港新界上水青山公路古洞段88號高爾夫・御苑

House C8 and House Parking Spaces Nos.R49 and R50
(C8洋房及洋房停車位R49號及R50號)

(full description of the property is 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

Appendix E
附件 E

Personal Information Collection Statement
個人資料收集聲明

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

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

A. Data Collection and Use
個人資料的收集及使用

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Transfer of Your Personal Data
<u>轉移 閣下的個人資料</u>

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

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

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

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

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

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

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

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

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

We intend to use your personal data (i.e. name, contact details, services and products portfolio information, financial background and demographic data) for direct marketing and/or provide your personal data to the persons set out in B(i) above for direct marketing. We may not:-

我們擬使用 閣下的個人資料（即姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料）作直接促銷及/或提供 閣下的個人資料予上述 B（i）段所述的人士用於直接促銷，我們不得：

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

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

unless we have received your written consent (which includes an indication of no objection) to the intended use and/or provision.

除非我們已經收到 閣下的書面同意（當中包括表示不反對）。

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

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

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

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

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

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

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

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

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

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

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

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

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

***

Use of Personal Data in Direct Marketing

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

在直接促銷中使用個人資料

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

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

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

Signature 簽署 :

_____

Name 姓名 :
Date 日期:

Appendix F

附件 F

VENDOR'S INFORMATION FORM
賣方資料表格

The Vendor	:	Winjoy Development Limited
賣方	:	榮彩發展有限公司
The Development	:	Eden Manor
發展項目	:	高爾夫・御苑
Residential Property	:	House C8 with Balcony, Stairhood, Flat Roofs, Roof, Garden and House Parking Spaces Nos.R49 and R50 of King's Gate of Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong
該住宅物業	:	香港新界上水青山公路古洞段 88 號高爾夫・御苑，高爾夫・皇殿別墅 C8 洋房連露台、梯屋、平台、天台、花園及洋房停車位 R49 號及 R50 號

The date on which this Vendor's Information Form is printed : 15-10-2026
本賣方資料表格的印製日期： 2026 年 10 月 15 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$12,911.00.

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

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

(d) The name of the manager of the Development:
發展項目的管理人的姓名或名稱：
Well Born Real Estate Management Limited
偉邦物業管理有限公司

(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
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知：
沒有

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

Acknowledged by :
確認 ：

_____ _____
Tenderer(s) 投標者 Date 日期

2026年10月至12月季度徵收差餉及地租通知書
OCTOBER TO DECEMBER QUARTER 2026 DEMAND FOR RATES AND GOVERNMENT RENT

帳目編號 ACCOUNT NUMBER	估價編號 ASSESSMENT NUMBER	物業資料查詢編號 PIO ENQUIRY CODE
584-22845-2500-0-19	584-22845-2500-0-J	8076-2560

登記繳納人姓名及通訊地址 REGISTERED PAYER'S NAME AND CORRESPONDENCE ADDRESS

WINJOY DEVELOPMENT LIMITED
8 FINANCE ST
TWO INTERNATIONAL FINANCE CENTRE
75/F
CENTRAL HK
ATTN: SALES 2 DEPT

P1016431

006190158-00

此通知書不是物業的業權證明。
This demand is not a proof of property ownership.

****
* 本季及來季沒有差餉寬減。 *
* No rates concession for this and the coming quarter. *
****

物業單位地址或名稱 ADDRESS OR DESCRIPTION OF TENEMENT

北區 青山公路古洞段88號
高爾夫・御苑
高爾夫・皇殿別墅
C8屋及B1樓 R49及R50車位

88 CASTLE PEAK RD KWU TUNG
EDEN MANOR
KING'S GATE
HOUSE C8 & BASMT 1 CARPARKING
SPACES R49 & R50 NORTH

	差餉 RATES	地租 GOVERNMENT RENT
應課差餉租值 RATEABLE VALUE (RV)	$608,520	$608,520
徵收率 CHARGEABLE AT	5% - 8%	3%
期間 PERIOD	款額 AMOUNT $	款額 AMOUNT $
承上期零數 ODD CENTS B/F	0.40	0.25
01/10/2026 - 31/12/2026	8,045.40	4,563.90
零數撥入下期 ODD CENTS C/F	0.80CR	0.15CR
小計 SUBTOTAL $	8,045.00	4,564.00

上次繳款日
Last Payment Date
06/08/2026

上次繳款額
Last Payment Amount
$12,109.00

在此日或之前的繳款已計算在內
Payments on or before this date are included
16/09/2026

帳目編號
ACCOUNT NUMBER
584-22845-2500-0-19
應繳總額
TOTAL AMOUNT DUE
$12,609.00
最後繳款日期
LAST DAY FOR PAYMENT
30/10/2026
在此日期後加收附加費
Surcharge will be imposed after due date

本季度累進差餉計算 This Quarter's Progressive Rates Calculation
首 First 餘額 Remainder
($550,000 x 5% + $58,520 x 8%) ÷ 4 = $8,045.40

附註 Note(s)
• 本季沒有差餉寬減。No rates concession is given for this quarter.

RVD 1001_COM (07/2026) QD

機印所示金額，經已收訖。 RECEIVED THE SUM IMPRINTED ABOVE.

26101-6

如以支票付款，請把本郵寄付款回條連支票寄上。
If you would like to pay by cheque, please attach this POSTAL PAYMENT SLIP with your cheque.

帳目編號 ACCOUNT NUMBER	應繳總額 TOTAL AMOUNT DUE	最後繳款日期 LAST DAY FOR PAYMENT	連附加費在內的總額 AMOUNT INCLUDING SURCHARGE	C.R.C. 101
584-22845-2500-0-19	$12,609.00	30/10/2026	$13,240.00	

261016 $ 8,045.00 $ 4,564.00 $ 12,609.00

(SC13,240.00) 總額 TOTAL $ 12,609.00

"FPS" Payment
「轉數快」繳費

9109510100000001260900584228452500019261016130

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chp.gov.hk

差餉物業估價署
RATING AND VALUATION DEPARTMENT

2026105-B40016660 QD

附件 G

買方/介紹人聲明

第一部分 - 買方聲明

購買單位: 「高爾夫・御苑」(後稱「**發展項目**」)

C8 洋房及洋房停車位 R49 號及 R50 號 (後稱「**上述單位**」)

(物業詳情列於招標公告附表第 I 部分(B)欄)

賣方: 榮彩發展有限公司 (後稱「**賣方**」)，就出售上述單位事宜賣方所指派的唯一代理人為「恒基物業代理有限公司」(後稱「**恒物**」)

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

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 (後稱「**地產代理**」):

姓名: _____

地產代理牌照/營業員牌照號碼:_____ 電話:_____

(上述介紹人公司、上述地產代理、以及上述介紹人公司所有其他有參與向買方推介上述單位的職員，後統稱「**介紹人**」)

就買方向賣方購買上述單位的事宜，買方現應恒物/賣方要求，作出下列聲明及確認 :-

一 買方乃經由介紹人之推介購買上述單位。

二 買方知悉恒物為唯一獲賣方授權、由賣方指派的代理人，代賣方處理所有關於出售上述單位予買方之交易的事宜。

三 介紹人，作為賣方/恒物與買方之間的中介人，以中介人身份，向買方推介上述單位。

四　買方知悉及確認恒物作為賣方代理人負責接收買方所支付的訂金及代表賣方與買方簽署臨時買賣合約。

五　介紹人並無代恒物/賣方向買方作出任何陳述、聲明或承諾。　買方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單位的資料，得悉上述單位的詳細資料。

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

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

八　買方不反對賣方/恒物支付佣金予介紹人。

買方簽署_____

買方 I.D./B.R. No: _____

二零二　　年　　月　　日

附件 G

第二部分 - 介紹人聲明

介紹人： _____ (公司名稱) (後稱「**介紹人**」)

介紹人公司負責職員 (後稱「**地產代理**」):

姓名: _____

地產代理牌照/營業員牌照號碼:_____

購買單位: 「高爾夫・御苑」(後稱「**發展項目**」)

C8 洋房及洋房停車位 R49 號及 R50 號 (後稱「**上述單位**」)

(物業詳情列於招標公告附表第 I 部分(B)欄)

賣方: 榮彩發展有限公司 (後稱「**賣方**」)

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

介紹人以中介人身份，向買方推介上述單位。

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

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

(二) 介紹人承諾介紹人及地產代理在推介上述單位之過程中不會向買方作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料。 若介紹人及/或地產代理或其他職員在推介上述單位之過程中作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾、或傳布虛假的或具誤導性的資料，此等行為純屬介紹人及/或地產代理或其他職員的個人行為，恒物/賣方不須就介紹人及/或地產代理或其他職員的有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料（如有的話）負上任何責任。為免生疑問，介紹人並非恒物或賣方就出售、推介發展項目上述單位之代理人。

(三) 如任何人(包括買方或其代理人)因介紹人及/或地產代理或其他職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出（或由他人代其提出）申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物/賣方作出彌償。恒物為了核實地產代理的身分而收集地產代理的個人資料，用作處理賣方/恒

物向介紹人支付有關買賣交易的佣金及相關事宜。恒物可按法律或適用的法律或監管規定的要求或允許範圍內，向賣方及/或其他人士披露或轉移地產代理的個人資料。

(四) 根據個人資料（私隱）條例（香港法例第 486 章）的條文，地產代理有權要求查閱或改正恒物所持有與其有關的個人資料。地產代理可向我們的個人資料（私隱）主任發送查閱資料或改正資料要求：
地址：香港中環金融街八號國際金融中心二期七十一樓至七十六樓
電郵地址：sales.hk@hld.com
熱線：[2908 8111]

地產代理以個人名義及代表介紹人簽署: _____

地產代理的地產代理牌照/營業員牌照號碼:_____

二零二　　年　　月　　日

Appendix G

Purchaser's / Introducer's Declaration

PART I – Purchaser's Declaration

Unit purchased: "Eden Manor" (referred to below as "**Development**")
House C8 and House Parking Spaces Nos.R49 and R50 (referred to below as "the said unit")

(full description of the property is set out in column (B) of Part I of the Schedule to the Tender Notice)

Vendors: Winjoy Development Limited (referred to below as "**Vendors**"); "Henderson Property Agency Limited" (referred to below as "**HPAL**") is the sole agent appointed by Vendors in relation to matters concerning the sale of the said unit

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

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

Regarding the matter of the purchase of the said unit by Purchaser(s) from Vendors, Purchaser(s) hereby makes the following declarations and confirmation at the request of HPAL / Vendors:

1. Purchaser(s) is/are introduced by Introducer to purchase the said unit.

2. Purchaser(s) acknowledges that HPAL is the sole agent authorised and appointed by Vendors to handle all matters concerning the transaction of the sale of the said unit to Purchaser(s) on behalf of Vendors.

3. Introducer, as middleman between Vendors / HPAL and Purchaser(s), promotes the said unit to Purchaser(s) in its capacity as middleman.

4. Purchaser(s) knows and acknowledges that HPAL as Vendors' agent is responsible for accepting payment of deposit by Purchaser(s), and signing the Preliminary Agreement for Sale and Purchase on behalf of Vendors with Purchaser(s).

5. Introducer has not made any representation, declaration or undertaking on behalf of HPAL / Vendors to Purchaser(s). Purchaser(s) has/have obtained from Vendors the Sales Brochure in respect of the Development, and has acquired and learnt about detailed information concerning the said unit via the Sales Brochure which sets out the information of the said unit.

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

7. Any dealing or dispute between Purchaser(s) and Introducer (including but not limited to the acts of Introducer / Estate Agent referred to in paragraph 6 above) does not concern or involve HPAL / Vendors, and Purchaser(s) shall not refuse to complete or delay the completion formalities of the sale and purchase of the said unit because of such dealing or dispute between Purchaser(s) and Introducer, and Purchaser(s) shall not seek indemnification or reduction of purchase price of the said unit from HPAL/Vendors because of such dealing or dispute between Purchaser(s) and Introducer.

8. Purchaser(s) does/do not object to the payment of commission to Introducer by Vendors / HPAL.

Purchaser(s)'s Signature _____

Purchaser(s)'s ID / B. R. No. _____

Date: _____

Appendix G

PART II – Introducer and Estate Agent's Declaration

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

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

Name _____

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

Unit purchased: "Eden Manor" (referred to below as "**Development**")

House C8 and House Parking Spaces Nos.R49 and R50 (referred to below as "**the said unit**")

(full description of the property is set out in column (B) of Part I of the Schedule to the Tender Notice)

Vendors: Winjoy Development Limited (referred to below as "**Vendors**")

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

Introducer, in its capacity as middleman, promotes the said unit to Purchaser(s).

At the request of "Henderson Property Agency Limited" ("HPAL", the sole agent appointed by Vendors to handle the transaction of the sale of the said unit to Purchaser(s)) / Vendors, Introducer and Estate Agent hereby make the following declarations and confirmation:

1. When the Estate Agent accompanies Purchaser(s) to proceed with registration and/or purchase of unit(s) of the Development, the Estate Agent must (1) show his/her staff card with his/her photo affixed thereon and clearly stating his/her Estate Agent's Licence / Salesperson's Licence number or his/her Hong Kong Identity Card, and (2) provide his/her name card clearly stating his/her Estate Agent's Licence / Salesperson's Licence number, for verification and recording of such information by staff of HPAL. If the above documents and personal data are not provided by the Estate Agent, HPAL / Vendors will be unable to process the payment of commission in respect of such sale and purchase transaction, and no commission will be calculated and paid to Introducer.

2. Introducer undertakes that Introducer and the Estate Agent or other staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to Purchaser(s) during the course of promoting the said unit. If Introducer and/or the Estate Agent or other staff made any misrepresentations, false statements, false declarations, false undertakings or

disseminated false or misleading information during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of Introducer and/or the Estate Agent or other staff, and HPAL / Vendors shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer and/or the Estate Agent or other staff. For the avoidance of doubt, Introducer is not the agent of HPAL or Vendors in respect of the sale and promotion of the said unit of the Development.

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

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

   Address: 71/F – 76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
   Email address: sales.hk@hld.com
   Hotline: [2908 8111]

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

_____

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

_____

Date: _____

Appendix H
附件 H

Acknowledgement Letter Relating to the Property

承購單位之確認函

Property : 本物業 :	Eden Manor, No.88 Castle Peak Road Kwu Tung, Sheung Shui, New Territories, Hong Kong 香港新界上水青山公路古洞段 88 號高爾夫・御苑
	House C8 and House Parking Spaces Nos.R49 and R50 (C8 洋房及洋房停車位 R49 號及 R50 號)

(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)

To: Winjoy Development Limited (also as the owner and whose holding companies are Henderson Development Limited and Henderson Land Development Company Limited) ("the Vendor")

致： 榮彩發展有限公司 (亦為擁有人及其控權公司為恒基兆業有限公司及恒基兆業地產有限公司) ("賣方")

The Purchaser(s)/ 買方：_____

I.D./B.R. No. 身份證/商業登記證號碼：_____

1) 投標者確認該物業早前曾經由賣方租出或以特許協議形式由他人佔用，惟有關之租約/特許協議已屆滿/提早終止。該物業現已交吉，並由賣方將以交吉形式出售。
The Tenderer(s) acknowledges that the Property has previously been leased out or occupied by others by way of licence agreement(s) by the Vendor but the relevant tenancy agreement(s)/licence agreement(s) has/have been expired/early terminated. The Property is now vacant and will be sold with vacant possession.

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

投標者簽署/ Signature of the Tenderer(s):

_____
姓名/Name：
日期/Date: