

**招標文件第 1 號**  
**Tender Document No. 1**

公開招標承投購買物業

**INVITATION FOR PURCHASE OF PROPERTIES**  
**BY WAY OF PUBLIC TENDER**

有關

in respect of

映築(「發展項目」)

九龍青山道233號<sup>#</sup>的以下指明住宅物業

The following specified residential property(ies) of The Harmonie (“Development”)

No.233 Castle Peak Road<sup>#</sup>, Kowloon

(<sup>#</sup>此臨時門牌號數有待發展項目落成時確認。

This provisional street number is subject to confirmation when the Development is completed.)

樓層 Floor	單位 (連平台) Flat (with flat roof)
37	A
37	B
37	C
37	D
37	E
37	F

賣方：

Vendor:

市區重建局

Urban Renewal Authority

賣方律師：

孖士打律師行

香港中環遮打道 10 號太子大廈 18 樓

鍾耀明律師 (電話：2843 2528；傳真：3010 5278；電郵：  
[benjamin.chung@mayerbrown.com](mailto:benjamin.chung@mayerbrown.com))

Vendor's solicitors:

Mayer Brown

18<sup>th</sup> Floor, Prince's Building, 10 Chater Road, Central, Hong Kong

Mr. Benjamin Chung (Tel: 2843 2528; Fax: 3010 5278; Email:  
[benjamin.chung@mayerbrown.com](mailto:benjamin.chung@mayerbrown.com))

公開招標承投購買物業

**INVITATION FOR PURCHASE OF PROPERTY**

**BY WAY OF PUBLIC TENDER**

招標開始及招標截止日期及時間載於相關銷售安排資料  
(但物業已出售或若在招標截止時限前物業已被撤回則除外)

**DATE AND TIME OF TENDER COMMENCEMENT AND TENDER CLOSING ARE SET  
OUT IN THE RELEVANT INFORMATION ON SALES ARRANGEMENTS  
(UNLESS THE PROPERTY(IES) IS/ARE SOLD OR THE PROPERTY(IES) HAS/HAVE  
BEEN PREVIOUSLY WITHDRAWN)**

投標時須採用指定的投標表格，並須於相關銷售安排資料中列明的招標期間內，將填妥的投標書放入普通信封內密封(信封上清楚註明「映築投標書」)並提交至相關銷售安排資料中列明的售樓處(「售樓處」)。

Tenders must be submitted with the specified **Form of Tender**, in a sealed plain envelope clearly marked “**Tender for The Harmonie**”, and must be submitted to the sales office as specified in the relevant Information on Sales Arrangements (“**Sales Office**”) during the tender period as set out in the relevant Information on Sales Arrangements.

**招標公告**  
**TENDER NOTICE**

1. 市區重建局(作為「擁有人」)\*及 Avion Investment Limited (作為「如此聘用的人」)^ (以下統稱為「賣方」)現按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的指明住宅物業(或一個或多個指明住宅物業(如適用))(以下簡稱「本物業」)。

Urban Renewal Authority (as “Owner”)\* and Avion Investment Limited (as “Person So Engaged”)^ (collectively as “Vendor”) invites tenders for the purchase of the specified residential property(ies) (or one or more of the specified residential properties, if applicable) described in the **Particulars of the Property(ties)** below (the “Property”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “Form of Tender”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) annexed hereto as **Appendix A** and **Appendix B** respectively.

\* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指物業的法律上的擁有人或實益擁有人。

^ “Person So Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

**物業詳情**  
**PARTICULARS OF THE PROPERTY(IES)**

映築(「發展項目」)

九龍青山道233號#的以下指明住宅物業

The following specified residential property(ies) of The Harmonie (“Development”)

No.233 Castle Peak Road, Kowloon#

(#此臨時門牌號數有待發展項目落成時確認。

This provisional street number is subject to confirmation when the Development is completed.)

樓層 Floor	單位(連平台) Flat (with flat roof)
37	A
37	B
37	C
37	D
37	E
37	F

註：有意遞交本物業的投標書的人士敬請檢視發展項目的成交紀錄冊，以知悉本物業在某一出售日期是否仍然可供出售。雖然本物業可能在某一出售日期仍然可供出售，因賣方可能會在先前的招標程序完結後的承約期間內接納本物業的投標書，本物業可能於該出售日期內的期間或之後變為不再可供出售。在此情況下，賣方將拒絕接受本物業之其他要約。另請注意，發展項目的成交紀錄冊在賣方接納本物業的投標書後未必能即時更新。

Note: Persons interested in submitting tenders of the Property are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a date of sale. Although the Property may be available for tender on a date of sale, it may become unavailable during or after that date of sale because the Vendor may accept a tender within the acceptance period after the close of that previous tender exercise. In such event, the Vendor will reject offer(s) for purchase of the Property. Please also note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

2. (a) 賣方不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。  
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) 賣方保留權利在接受任何投標書之前的任何時候，撤回本物業不予出售。  
The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale.
- (c) 就任何或全部招標的指明住宅物業，賣方有絕對權利以修改銷售安排資料及/或發布與任何或全部招標的指明住宅物業有關的新銷售安排資料的方式不時更改招標截止日期及/或時間及/或設置投標箱的地點。  
**The Vendor has the absolute right to change the tender closing date and/or time and/or the venue where the tender box is located in respect of any or all of the specified residential property(ies) for tender from time to time by revising the relevant Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the specified residential property(ies) for tender.**

3. 投標者須注意以下事項：  
Tenderers should note the following:

- (a) 中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約(「正式合約」)，及(ii)其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。  
The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the Agreement for Sale and Purchase (the “Agreement”) 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.

- (b) 賣方律師，即孖士打律師行，在本投標過程中並不代表任何投標者。  
The Vendor's Solicitors, Mayer Brown, do not act for any tenderers in the process of this tender.

4. 投標書必須：

A tender must be:

- (a) 採用未經修改的投標表格(按照附件 A 所列的格式)及臨時合約(按照附件 B 所列的格式)，由投標者填妥並簽署一式三份；

made in the **Form of Tender** (in **TRIPLICATE**) (in the form annexed hereto as **Appendix A**) and the **Preliminary Agreement** (in **TRIPLICATE**) (in the form annexed hereto as **Appendix B**) (all without any amendment) duly completed and signed by the tenderer;

**Please do not date the Preliminary Agreement.** However, please date the Form of Tender.

請勿於臨時合約填上日期，但請於簽署投標表格時填上簽署日期。

- (b) 放入普通信封內封密，信封面須清楚註明「映築投標書」；以及  
enclosed in a sealed plain envelope clearly marked on the outside of the envelope with the words "**Tender for The Harmonie**"; and

- (c) 於下述招標期間內，提交至位於香港中環金融街八號國際金融中心二期七十三樓(「投標箱地點」)內的投標箱：

submitted to the tender box located at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong ("**Tender Box Venue**") during the tender period set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

招標截止日期及時間：

Closing date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

即使有關的銷售安排資料另有規定，若在招標截止日期當天上午 10 時至下午 3 時期間發出黑色暴雨警告信號或八號或以上颱風信號或執行香港政府就有

關2019冠狀病毒病(“COVID-19”)及/或實施全民強制檢測(「全民強檢」)計劃而所施加或發出任何限制或命令要求在香港的人士(獲豁免人士除外)留在室內(例如居家、活動管制或禁足令)，截標日期將延至下一個在當天上午 10 時至下午 3 時期間沒有發出黑色暴雨警告信號或八號或以上颱風信號或沒有執行有關COVID-19及/或實施全民強檢計劃的任何限制或命令(視乎情況而定)的工作日(定義見臨時合約)，截標時間為當天的下午 3 時。賣方保留權利拒絕任何人士進入投標箱地點。賣方此方面所作的決定為最終決定，對所有人士具有約束力。

Notwithstanding anything contained in the relevant Information on Sales Arrangements, in case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or any restriction imposed or any order issued by the Hong Kong Government relating to Coronavirus Disease 2019 (“COVID-19”) and/or for implementing the Compulsory Universal Testing (CUT) Scheme which requires people in Hong Kong (except for exempted persons) to stay indoor (such as stay-at-home, movement control or lockdown order) is enforced between 10:00 a.m. and 3:00 p.m. on the tender closing date, the tender closing date and time will be extended to 3:00 p.m. on the next working day (as defined in the Preliminary Agreement) on which no black rainstorm warning signal or typhoon signal no.8 or above is announced or no such restriction or order relating to COVID-19 and/or for implementing the CUT Scheme is enforced (as the case may be) between 10:00 a.m. and 3:00 p.m.. The Vendor reserves the right to reject the entry of any person into the Tender Box Venue. The Vendor's decision in this regard shall be final and binding on all persons.

5. 投標者在遞交投標書時，必須同時附上以下文件：

A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

- (a) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，(總金額為投標價(具有投標表格給予該詞的涵義) 5% 的一張或多張銀行本票，作為臨時訂金，銀行本票抬頭為「孖士打律師行」。

One or more cashier order(s) in a (total) sum which constitutes 5% of the Tender Price (as defined in the Form of Tender), such sum being the preliminary deposit for the tender, made payable to “MAYER BROWN” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

- (b) 已由投標者簽署的「對買方的警告」(按照附件 C 所列的格式)。

The “Warning to Purchasers” (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.

- (c) 已由投標者簽署的「買家資料」(按照附件 D 所列的格式)。

The “Purchaser Particulars” (in the form annexed hereto as **Appendix D**) duly signed by the tenderer.

- (d) 已由投標者簽署的「關於開放式廚房的確認函」(按照附件 E 所列的格式)。

The “Acknowledgement Letter Regarding Open Kitchen” (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.

- (e) 已由投標者簽署的「關於吊船之確認函」(按照附件 **F** 所列的格式)。  
The “Acknowledgement Letter relating to Gondola” (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.
- (f) 已由投標者簽署的「樓面平面圖、布局圖及橫截面的確認函」(按照附件 **G** 所列的格式)。  
The “Acknowledgement Letter relating to Floor Plan, Layout Plan and Cross-section Plan” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.
- (g) 已由投標者簽署的「有關購買物業之收取文件確認函」(按照附件 **H** 所列的格式)。  
The “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed hereto as **Appendix H**) duly signed by the tenderer.
- (h) 已由投標者簽署的「保證修繕缺漏函」(按照附件 **I** 所列的格式)。  
The “Defects Warranty Letter” (in the form annexed hereto as **Appendix I**) duly signed by the tenderer.
- (i) 已由投標者簽署的「有關室外冷氣機之確認函」(按照附件 **J** 所列的格式)。  
The “Acknowledgement Letter relating to Outdoor Air-Conditioning Units” (in the form annexed hereto as **Appendix J**) duly signed by the tenderer.
- (j) 已由投標者簽署的「個人資料收集聲明（市區重建局及 Avion Investment Limited）」(按照附件 **K** 所列的格式)。  
The “Personal Information Collection Statement (Urban Renewal Authority and Avion Investment Limited)” (in the form annexed hereto as **Appendix K**) duly signed by the tenderer.
- (k) 已由投標者簽署的「個人資料收集聲明（恒基物業代理有限公司）」(按照附件 **L** 所列的格式)。  
The “Personal Information Collection Statement (Henderson Property Agency Limited)” (in the form annexed hereto as **Appendix L**) duly signed by the tenderer.
- (l) 已由投標者簽署的下列文件的其中一份(按照附件 **M** 所列的格式)：  
「買方/介紹人聲明(物業代理)」或「買方/介紹人聲明(恒物)」或「關於並無中介人的聲明」  
One of the following documents (in the form annexed hereto as **Appendix M**) duly signed by the tenderer:  
“Buyer’s / Introducer’s Declaration (Estate Agent)” or “Buyer’s / Introducer’s Declaration (HPAL)” or “Declaration in Relation to No Intermediary”

- (m) 買方的重要通知 (附件 N)  
Important Notice To Purchasers (annexed hereto as **Appendix N**)
- (n) 投標者委任之地產代理(如有)的牌照影印副本及名片。  
A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer.
- (o) 以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本各一份。  
If the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of directors and the latest annual return of the tenderer and a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other documents mentioned in the above.

**Please do not date the documents referred to in this paragraph 5.**

請勿於本第 5 段提及之文件上填寫日期。

6. 在賣方對收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時合約中提述之臨時訂金，並用以支付投標價的部份款項。所有其他銀行本票將於下文第8段訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。  
All cashier orders forwarded by the tenderers will be retained and will remain uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order submitted therewith will be treated as the Preliminary Deposit referred to in the Preliminary Agreement and applied in part payment of the Tender Price. All other cashier orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.
7. 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。  
The Vendor reserves its right not to consider any tender submitted which is qualified by other terms, or is conditional or is not in conformity with the forms herein contained or enclosed.
8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後的第十天下午6時正或之前(以下簡稱「承約日期」)按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。



In consideration of the invitation for tender by the Vendor and the Vendor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, tenderers agree that their tenders shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender **at or before 6:00 pm on the 10<sup>th</sup> day after the closing date of the tender** (the "Acceptance Date").

9. 投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：  
If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "Purchaser") and: -
- (a) 賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。賣方接受後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；  
the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;
  - (b) 賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及  
the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and
  - (c) 在臨時合約日期後的 5 個工作日內，買方須簽署賣方律師擬備的正式合約，該正式合約的條款不得修改。正式合約的標準格式可於招標期間在售樓處審閱。  
the Purchaser shall sign the Agreement in the form prepared by the Vendor's Solicitors within five (5) working days after the date of the Preliminary Agreement and none of the terms thereof may be altered. The standard form of the Agreement is available for inspection during the tender period at the Sales Office.
10. 投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請致電熱線電話29088111。  
Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. Please call our hotline at 29088111 for any enquiries.
11. 賣方任何人員或代理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，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視

作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。

Any 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 be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary Agreement and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.

12. 臨時合約附表第11條提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為附件C。

A bilingual version of the “Warning to Purchasers” referred to in Clause 11 of Schedule to the Preliminary Agreement is attached hereto as **Appendix C**.

13. 賣方建議投標者可參閱售樓說明書以取得本物業的詳情。

Vendor advises that the tenderers may refer to the sales brochure for details of the Property.

14. 如投標者由多於一個個體組成，則所有構成該投標者的個體須負有共同及個別的責任。

In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several.

15. 受限於投標者於投標表格第 3 及 4 節的選擇及本第 15 段及相關文件所列的條款及條件的前提下，買方可申請下列 (i)「第一按揭貸款」(相關條款及條件見下文 **A 部份**) 或 (ii)「第二按揭貸款」(相關條款及條件見下文 **B 部份**) (買方只可選擇申請其中一種按揭貸款)。

Subject to the selection by the tenderer in the Sections 3 and 4 of the Form of Tender and the terms and conditions of this paragraph 15 and the relevant document(s), the Purchaser may apply for (i) “First Mortgage Loan” (relevant terms and conditions please see **Part A** below) or (ii) “Second Mortgage Loan” (relevant terms and conditions please see **Part B** below) as follows (the Purchaser may only select to apply for either one of the Mortgage Loan).

#### **A 部份 Part A - 第一按揭貸款 First Mortgage Loan**

買方可向由 Avion Investment Limited (作為「如此聘用的人」)安排財務公司(「財務公司」)申請按揭貸款，貸款額不超過成交金額八成半，買方於簽署臨時合約後 100 天於提款日起息供分期(付款計劃(A2)適用)或於簽署臨時合約後 200 天內於提款日起息供分期(付款計劃(B2)適用)，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 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動；或於提款日起息供分期(付款計劃(C2)適用)，首二十四個月之利率按優惠利率減 1.75%(P-1.75%p.a.)計算，第二十五個月至第三十六個月之利率按優惠利率減 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動。

買方及其擔保人(如有的話)須按財務公司的要求提供足夠文件以證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核按揭貸款的決定權。買方敬請向指定銀行及/或財務公司查詢有關按揭貸款用途及詳情。按揭貸款批出與否及其條款，指定銀行及/或財務公司有最終決定權。不論按揭貸款獲批與否，買方仍須按正式買賣合約完成住宅物業的交易及繳付住宅物業的成交金額全數。按揭貸款受其他條款及條件約束。賣方無給予或視之為已給予任何就按揭貸款之批核的陳述、承諾或保證。賣方並沒有亦不會參與按揭貸款之安排。買方不得就由於或有關按揭貸款的批核及/或不批核及/或任何按揭貸款相關事宜而向賣方提出任何申索。賣方沒有參與及提供按揭貸款。按揭貸款只是由指定銀行及/或財務公司提供予買方。而無論在任何情況下，賣方無須因按揭貸款所引發的任何事情負上任何責任。

The purchaser can apply to finance company ("**finance company**") arranged by Avion Investment Limited (as "**Person So Engaged**") for mortgage loan, the loan amount shall not exceed 85% of the Transaction Price. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days from signing of the Preliminary Agreement (applicable to Payment Plan (A2)) or starting from the day of drawdown within 200 days from signing of the Preliminary Agreement (applicable to Payment Plan (B2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation; or starting from the day of drawdown (applicable to Payment Plan (C2)) 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 24 months and at 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 25th month to the 36th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation.

The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company 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 finance company independently. The finance company reserve(s) the final decision of the approval of mortgage loan(s). The Purchaser is advised to enquire with the designated bank and/or finance company about the purpose and the details of the mortgage loan(s). The approval or disapproval and the approved loan amount of the mortgage loan(s) and the terms thereof are subject to the final decision of the designated bank and/or finance company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full Transaction Price of the residential property in accordance with the Agreement for Sale and Purchase. No representation, undertaking or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the mortgage loan(s). The Vendor is not, and will not be, involved in the arrangements of the mortgage loan(s). The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the mortgage loan(s) and/or any matters relating to the mortgage loan(s). Notice is hereby given that the Vendor is not involved in the arrangement of the mortgage loan(s) mentioned above. The arrangement of the mortgage loan(s) is provided or procured to the Purchaser by the designated bank and/or finance company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the mortgage loan(s).

## **B 部份 Part B - 第二按揭貸款 Second Mortgage Loan**

由賣方不時指定的銀行(「指定銀行」)提供首按貸款；並由 Avion Investment Limited (作為「如此聘用的人」)安排財務公司(「財務公司」)提供第二按揭(第二按揭金額最高為成交金額四成，首按加二按合共提供不超過成交金額九成按揭)，買方於簽署臨時合約後 100 天於提款日起息供分期(付款計劃(A2)適用)或於簽署臨時合約後 200 天內於提款日起息供分期(付款計劃(B2)適用)，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 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動；或於提款日起息供分期(付款計劃(C2)適用)，第二按揭首二十四個月之利率按香港上海滙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，第二十五個月至第三十六個月之利率按優惠利率減 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動，第二按揭必須於買方獲指定銀行同意承做第一按揭後方為準。

買方及其擔保人(如有的話)須按財務公司的要求提供足夠文件以證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核按揭貸款的決定權。買方敬請向指定銀行及/或財務公司查詢有關按揭貸款用途及詳情。按揭貸款批出與否及其條款，指定銀行及/或財務公司有最終決定權。不論按揭貸款獲批與否，買方仍須按正式買賣合約完成住宅物業的交易及繳付住宅物業的成交金額全數。按揭貸款受其他條款及條件約束。賣方無給予或視之為已給予任何就按揭貸款之批核的陳述、承諾或保證。賣方並沒有亦不會參與按揭貸款之安排。買方不得就由於或有關按揭貸款的批核及/或不批核及/或任何按揭貸款相關事宜而向賣方提出任何申索。賣方沒有參與及提供按揭貸款。按揭貸款只是由指定銀行及/或財務公司提供予買方。而無論在任何情況下，賣方無須因按揭貸款所引發的任何事情負上任何責任。

The first mortgage loan will be offered by the bank which the Vendor may designate from time to time ("**designated bank**"); and the second mortgage loan will be offered by finance company ("**finance company**") arranged by Avion Investment Limited (as "**Person So Engaged**") (the maximum amount of second mortgage offered shall not exceed 40% of the Transaction Price, and the total amount of first mortgage and second mortgage offered shall not exceed 90% of the Transaction Price). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days from signing of the Preliminary Agreement (applicable to Payment Plan (A2)) or starting from the day of drawdown within 200 days from signing of the Preliminary Agreement (applicable to Payment Plan (B2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation; or starting from the day of drawdown (applicable to Payment Plan (C2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 25th month to the 36th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation. The second mortgage is subject to the consent of the designated bank to offer the first mortgage loan mentioned above; or

The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company 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 finance company independently. The finance company reserve(s) the final decision of the approval of mortgage loan(s). The Purchaser is advised to enquire with the designated bank and/or finance company about the purpose and the details of the mortgage loan(s). The approval or disapproval and the approved loan amount of the mortgage loan(s) and the terms thereof are subject to the final decision of the designated bank and/or finance company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full Transaction Price of the residential property in accordance with the Agreement for Sale and Purchase. No representation, undertaking or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the mortgage loan(s). The Vendor is not, and will not be, involved in the arrangements of the mortgage loan(s). The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the mortgage loan(s) and/or any matters relating to the mortgage loan(s). Notice is hereby given that the Vendor is not involved in the arrangement of the mortgage loan(s) mentioned above. The arrangement of the mortgage loan(s) is provided or procured to the Purchaser by the designated bank and/or finance company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the mortgage loan(s).

16. 受限於投標者於投標表格第 4 節的選擇及本第 16 段及相關文件所列的條款及條件的前提下，合資格的投標者可申請管理費優惠如下。

Subject to the selection by the tenderer in the Section 4 of the Form of Tender and the terms and conditions of this paragraph 16 and the relevant document(s), the eligible tenderer may apply for the Management Fees Benefit as follows.

「恒地會」會員如作為投標者直接經由「恒基物業代理有限公司」以投標方式購入本物業（並非經由其他地產代理公司中介成交），於簽署本物業的轉讓契入伙後可獲贈本物業 36 個月管理費。（如買方為有限公司名義，其中一位董事必須為「恒地會」會員才可獲得此優惠。）

Any "Henderson Club" member who purchases the Property as tenderer by way of tender directly through Henderson Property Agency Limited (but not through the other estate agents) will be granted the management fees in respect of the Property for a period of 36 months after the execution of the assignment of the Property by the Purchaser. (If the purchase is made in the name of a limited company, at least one of its directors must be a "Henderson Club" member in order to get this benefit.)

17. 倘投標者經由地產代理（以下簡稱「介紹人」）介紹予賣方以入標認購本物業，投標者知悉和確認：

Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the "Intermediary"), the tenderer acknowledges and confirms that:

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何

其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束。

the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

- (b) 投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及

the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

Whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's confirmation.

18. 儘管上文含有任何相反的規定，倘在第 8 段中所述的承約日期之後及在成交日期或之前的期間：—

Notwithstanding anything to the contrary hereinbefore contained, if during the period after the Acceptance Date referred to in paragraph 8 and on or before the Completion Date:-

- (a) 賣方或買方 (如其中一方為有限公司，指其所有或足夠構成董事局會議法定人數之董事) 因感染或懷疑感染 COVID-19 而被送院，或因 COVID-19 而被根據《預防及控制疾病條例》(第 599 章)(「該條例」)或其附屬法例所發出的命令扣留、檢疫或隔離；或

the Vendor or the Purchaser (if any party is a corporation, it means all the directors of the corporation or sufficient of them to constitute a quorum at directors' meeting) is/are hospitalized for having or suspected of having contacted COVID-19, or detained, quarantined or isolated pursuant to an order issued under the Prevention and Control of Disease Ordinance (Cap.599) ("PCDO") or its subsidiary legislation due to COVID-19; or

- (b) 賣方律師或買方律師的辦事處因受 COVID-19 影響而須遵從該條例或其附屬法例所發出的任何指明、指示或隔離令，或因 COVID-19 個案出現而被要求關閉以進行消毒程序或必需的措施；或

the office(s) of the Vendor's solicitors or the Purchaser's solicitors is/are the subject of any direction, specification or isolation order issued under the PCDO or its subsidiary legislation due to COVID-19, or is/are required to be closed for carrying out disinfecting procedure or necessary measures arising from the occurrence of a case of COVID-19; or

- (c) 任何香港政府當局已施加或發出與 COVID-19 相關的宣告、限制、公告或命令，並在執行該宣告、限制、公告或命令下，要求在香港或香港內任何指明「受限區域」的人士在香港或(視乎情況而定)在指明「受限區域」(例如居家、活動管制或禁足令)留在室內及如有需要，接受強制檢測，但進行或接受必需或緊急服務、在香港經營必需業務或獲相關的宣告、限制、公告或命令豁免的人士除外，

declaration(s), restriction(s), notice(s) or order(s) related to COVID-19 have been imposed or issued and are enforced by any government authority in Hong Kong or any specified "restriction area" in Hong Kong which require persons in Hong Kong or (as the case may be) such specified "restriction area" to stay indoor and if necessary, undergo compulsory testing (such as stay-at-home, movement control or lockdown order) except for those who engage in or require essential or emergency services, carry on essential businesses in Hong Kong or are otherwise exempted by the relevant declaration(s), restriction(s), notice(s) or order(s),

則買賣雙方同意在出示有關醫學證明、命令、指明、宣告及/或對有關一方或辦事處行使權力的書面證明下，(i) 簽署正式買賣合約的日期；或(ii) 支付部份的成交金額的日期；或(iii) 成交日期；或(iv) 簽署正式買賣合約的日期及/或支付部份的成交金額的日期及/或成交日期(視屬何情況而定)，將延期至(如屬上述(a)的情況)在賣方或買方(如其中一方為有限公司，指其所有或足夠構成董事局會議法定人數之董事)出院或不再需要被扣留、檢疫或隔離當日之後起計的第7個工作日；或(如屬上述(b)或(c)的情況)從賣方律師或買方律師的辦事處重開營業及/或有關的宣告、限制、公告或命令不再生效當日之後起計的第3個工作日。

the Vendor and the Purchaser agree that, upon presentation of the relevant medical certificate(s), order(s), direction(s), declaration(s) and/or evidence of the power exercised against the relevant party(ies) or office(s) in writing, (i) the date for signing of the Agreement for Sale and Purchase; (ii) the date for payment of part of the Transaction Price; or (iii) the Completion Date; or (iv) the date for signing of the Agreement for Sale and Purchase and/or the date for payment of part of the Transaction Price; and/or the Completion Date (as the case may be), shall be postponed to the 7th Working Day (in the case of (a) above) after the date on which the Vendor or the Purchaser (if any party is a corporation, it means all the directors of the corporation or sufficient of them to constitute a quorum at directors' meeting) is/are discharged from hospital or is/are no longer required to be so detained, quarantined or isolated; or (in the case of (b) or (c) above) on the 3rd Working Day after the day on which the office(s) of the Vendor's solicitors or the Purchaser's solicitors are re-open for business and/or the relevant declaration(s), restriction(s), notice(s) or order(s) is/are no longer in force.

19. 時間在各方面而言均為關鍵元素。  
Time shall in all respects be of the essence.

20. 本文件條款及條件中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。  
In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
21. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。  
The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2022年4月26日  
Dated: 26 April, 2022

\*\*\*\*\*



**投標表格 FORM OF TENDER**

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於九龍青山道 233 號<sup>#</sup>映築的以下單位(以下簡稱「本物業」)

Tender for the purchase of the following Unit(s) of The Harmonie, No.233 Castle Peak Road<sup>#</sup>, Kowloon (the “**Property**”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

(<sup>#</sup>此臨時門牌號數有待發展項目落成時確認。 This provisional street number is subject to confirmation when the Development is completed.)

<b>第 1 節 Section 1</b>	
<b>投標者的資料 Particulars of the Tenderer</b>	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
<b>聯絡資料 Contact Detail</b>	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2				
投標物業 Tendered Property(ies)				
樓層 Floor	單位 (連平台) Flat (with flat roof)	請在適用方格內填上「✓」號 Please put a 「✓」 in the appropriate box		
37	A			
37	B			
37	C			
37	D			
37	E			
37	F			
投標價 Tender Price (「成交金額」“Transaction Price”)				
港幣 HK\$				
下列抬頭為「孖士打律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “MAYER BROWN” as preliminary deposit are enclosed with this Tender				
銀行本票 Cashier order		金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
		港幣 HK\$		
		港幣 HK\$		
		港幣 HK\$		

第 3 節 Section 3	
付款計劃 Payment Plan (請在適用方格內填上「✓」號 Please put a 「✓」 in the appropriate box)	
<input type="checkbox"/>	<p>(A1) 現金或即時按揭付款計劃 - 100 天成交 Cash or Immediate Mortgage Payment Plan - 100 days Completion</p> <p>(1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。 5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.</p> <p>(2) 成交金額 5%：於簽署臨時合約後 30 天內支付。 5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.</p> <p>(3) 成交金額 90%：於簽署臨時合約後 100 天內支付。 90% of the Transaction Price: shall be paid within 100 days after signing of the Preliminary Agreement.</p>

<input type="checkbox"/>	<p>(A2) 優惠按揭付款計劃 - 100 天成交 ***只提供予第一手買家***  <u>Privilege Mortgage Payment Plan - 100 days Completion ***Only available to the first hand purchasers***</u></p> <p>(1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。  5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.</p> <p>(2) 成交金額 5%：於簽署臨時合約後 30 天內支付。  5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.</p> <p>(3) 成交金額 90%：於簽署臨時合約後 100 天內支付。  90% of the Transaction Price: shall be paid within 100 days after signing of the Preliminary Agreement.</p> <p>買方可向如此聘用的人安排的財務公司申請「第一按揭貸款」或「第二按揭貸款」。  The Purchaser may apply to the finance company arranged by the Person So Engaged for the "First Mortgage Loan" or the "Second Mortgage Loan".</p>
<input type="checkbox"/>	<p>(B1) 現金或即時按揭付款計劃 - 200 天成交  <u>Cash or Immediate Mortgage Payment Plan - 200 days Completion</u></p> <p>(1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。  5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.</p> <p>(2) 成交金額 5%：於簽署臨時合約後 30 天內支付。  5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.</p> <p>(3) 成交金額 90%：於簽署臨時合約後 200 天內支付。  90% of the Transaction Price: shall be paid within 200 days after signing of the Preliminary Agreement.</p>
<input type="checkbox"/>	<p>(B2) 優惠按揭付款計劃 - 200 天成交 ***只提供予第一手買家***  <u>Privilege Mortgage Payment Plan - 200 days Completion ***Only available to the first hand purchasers***</u></p> <p>(1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。  5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.</p> <p>(2) 成交金額 5%：於簽署臨時合約後 30 天內支付。  5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.</p> <p>(3) 成交金額 90%：於簽署臨時合約後 200 天內支付。  90% of the Transaction Price: shall be paid within 200 days after signing of the Preliminary Agreement.</p> <p>買方可向如此聘用的人安排的財務公司申請「第一按揭貸款」或「第二按揭貸款」。  The Purchaser may apply to the finance company arranged by the Person So Engaged for the "First Mortgage Loan" or the "Second Mortgage Loan".</p>
<input type="checkbox"/>	<p>(C1) 建築期付款計劃  <u>Stage Payment Plan</u></p> <p>(1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。  5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.</p> <p>(2) 成交金額 5%：於簽署臨時合約後 30 天內支付。  5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.</p> <p>(3) 成交金額 90%：於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付。</p>

90% of the Transaction Price: shall be paid within 14 days after the date of the Vendor's notification to the Purchaser in writing that the Vendor is in a position validly to assign the residential property to the Purchaser.

☐ (C2) 建築期優惠按揭付款計劃 \*\*\*只提供予第一手買家\*\*\*

Privilege Mortgage Stage Payment Plan \*\*\*Only available to the first hand purchasers\*\*\*

- (1) 成交金額 5%：於買方簽署臨時合約時支付，買方並須於簽署臨時合約後的 5 個工作日內簽署正式買賣合約。  
5% of the Transaction Price: shall be paid upon signing of the Preliminary Agreement by the Purchaser. The Agreement for Sale and Purchase shall be signed by the Purchaser within 5 working days after signing of the Preliminary Agreement.
- (2) 成交金額 5%：於簽署臨時合約後 30 天內支付。  
5% of the Transaction Price: shall be paid within 30 days after signing of the Preliminary Agreement.
- (3) 成交金額 90%：於賣方就其有能力將住宅物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內支付。  
90% of the Transaction Price: shall be paid within 14 days after the date of the Vendor's notification to the Purchaser in writing that the Vendor is in a position validly to assign the residential property to the Purchaser.

買方可向如此聘用的人安排的財務公司申請「第一按揭貸款」或「第二按揭貸款」。

The Purchaser may apply to the finance company arranged by the Person So Engaged for the "First Mortgage Loan" or the "Second Mortgage Loan".

第一按揭貸款(「第一按揭貸款」) First Mortgage Loan ("First Mortgage Loan")

買方可向由 Avion Investment Limited (作為「如此聘用的人」)安排財務公司(「財務公司」)申請按揭貸款，貸款額不超過成交金額八成半，買方於簽署臨時合約後 100 天於提款日起息供分期(付款計劃(A2)適用)或於簽署臨時合約後 200 天內於提款日起息供分期(付款計劃(B2)適用)，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 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動；或於提款日起息供分期(付款計劃(C2)適用)，首二十四個月之利率按優惠利率減 1.75%(P-1.75%p.a.)計算，第二十五個月至第三十六個月之利率按優惠利率減 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動。

買方及其擔保人(如有的話)須按財務公司的要求提供足夠文件以證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核按揭貸款的決定權。買方敬請向指定銀行及/或財務公司查詢有關按揭貸款用途及詳情。按揭貸款批出與否及其條款，指定銀行及/或財務公司有最終決定權。不論按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的成交金額全數。按揭貸款受其他條款及條件約束。賣方無給予或視之為已給予任何就按揭貸款之批核的陳述、承諾或保證。賣方並沒有亦不會參與按揭貸款之安排。買方不得就由於或有關按揭貸款的批核及/或不批核及/或任何按揭貸款相關事宜而向賣方提出任何申索。賣方沒有參與及提供按揭貸款。按揭貸款只是由指定銀行及/或財務公司提供予買方。而無論在任何情況下，賣方無須因按揭貸款所引發的任何事情負上任何責任。

The purchaser can apply to the finance company ("finance company") arranged by Avion Investment Limited (as "Person So Engaged") for mortgage loan, the loan amount shall not exceed 85% of the Transaction Price. Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days from signing of the Preliminary Agreement (applicable to Payment Plan (A2)) or starting from the day of drawdown within 200 days from signing of the Preliminary Agreement (applicable to Payment Plan (B2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation; or starting from the day of drawdown (applicable to Payment Plan (C2)) 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 24 months and at 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 25th month to the 36th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation.

The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company 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 finance company independently. The finance company reserve(s) the final decision of the approval of mortgage loan(s). The Purchaser is advised to enquire with the designated bank and/or finance company about the purpose and the details of the mortgage loan(s). The approval or disapproval and the approved loan amount of the mortgage loan(s) and the terms thereof are subject to the final decision of the designated bank and/or finance company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full Transaction Price of the residential property in accordance with the Agreement for Sale and Purchase. No representation, undertaking or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the mortgage loan(s). The Vendor is not, and will not be, involved in the arrangements of the mortgage loan(s). The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the mortgage loan(s) and/or any matters relating to the mortgage loan(s). Notice is hereby given that the Vendor is not involved in the arrangement of the mortgage loan(s) mentioned above. The arrangement of the mortgage loan(s) is provided or procured to the Purchaser by the designated bank and/or finance company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the mortgage loan(s).

#### 第二按揭貸款(「第二按揭貸款」) Second Mortgage Loan ("Second Mortgage Loan")

由賣方不時指定的銀行(「指定銀行」)提供首按揭貸款；並由 Avion Investment Limited (作為「如此聘用的人」)安排財務公司(「財務公司」)提供第二按揭(第二按揭金額最高為成交金額四成，首按揭加二按揭共提供不超過成交金額九成按揭)，買方於簽署臨時合約後 100 天於提款日起息供分期(付款計劃(A2)適用)或於簽署臨時合約後 200 天內於提款日起息供分期(付款計劃(B2)適用)，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 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動；或於提款日起息供分期(付款計劃(C2)適用)，第二按揭首二十四個月之利率按香港上海滙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，第二十五個月至第三十六個月之利率按優惠利率減 0.75%(P-0.75%p.a.)計算；其後全期按優惠利率加 1.25%(P+1.25%p.a.)計算，利率浮動，第二按揭必須於買方獲指定銀行同意承做第一按揭後方為準。

買方及其擔保人(如有的話)須按財務公司的要求提供足夠文件以證明其還款能力，包括但不限於買方及其擔保人的收入證明及/或銀行紀錄。按揭貸款申請須由財務公司獨立審批。財務公司保留最終批核按揭貸款的決定權。買方敬請向指定銀行及/或財務公司查詢有關按揭貸款用途及詳情。按揭貸款批出與否及其條款，指定銀行及/或財務公司有最終決定權。不論按揭貸款獲批與否，買方仍須按正式買賣合約完成住宅物業的交易及繳付住宅物業的成交金額全數。按揭貸款受其他條款及條件約束。賣方無給予或視之為已給予任何就按揭貸款之批核的陳述、承諾或保證。賣方並沒有亦不會參與按揭貸款之安排。買方不得就由於或有關按揭貸款的批核及/或不批核及/或任何按揭貸款相關事宜而向賣方提出任何申索。賣方沒有參與及提供按揭貸款。按揭貸款只是由指定銀行及/或財務公司提供予買方。而無論在任何情況下，賣方無須因按揭貸款所引發的任何事情負上任何責任。

The first mortgage loan will be offered by the bank which the Vendor may designate from time to time ("designated bank"); and the second mortgage loan will be offered by finance company ("finance company") arranged by Avion Investment Limited (as "Person So Engaged") (the maximum amount of second mortgage offered shall not exceed 40% of the Transaction Price, and the total amount of first mortgage and second mortgage offered shall not exceed 90% of the Transaction Price). Purchasers will have to pay monthly instalments and interest will be accrued starting from the day of drawdown within 100 days from signing of the Preliminary Agreement (applicable to Payment Plan (A2)) or starting from the day of drawdown within 200 days from signing of the Preliminary Agreement (applicable to Payment Plan (B2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 37th month to the 60th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to

fluctuation; **or** starting from the day of drawdown (applicable to Payment Plan (C2)) 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 0.75% below the Best Lending Rate (P-0.75%p.a.) within the period from the 25th month to the 36th month; and thereafter will be calculated at 1.25% above the Best Lending Rate (P+1.25%p.a.), subject to fluctuation. The second mortgage is subject to the consent of the designated bank to offer the first mortgage loan mentioned above; or

The Purchaser and his/her/its guarantor(s) (if any) shall upon request from the finance company 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 finance company independently. The finance company reserve(s) the final decision of the approval of mortgage loan(s). The Purchaser is advised to enquire with the designated bank and/or finance company about the purpose and the details of the mortgage loan(s). The approval or disapproval and the approved loan amount of the mortgage loan(s) and the terms thereof are subject to the final decision of the designated bank and/or finance company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full Transaction Price of the residential property in accordance with the Agreement for Sale and Purchase. No representation, undertaking or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the mortgage loan(s). The Vendor is not, and will not be, involved in the arrangements of the mortgage loan(s). The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the mortgage loan(s) and/or any matters relating to the mortgage loan(s). Notice is hereby given that the Vendor is not involved in the arrangement of the mortgage loan(s) mentioned above. The arrangement of the mortgage loan(s) is provided or procured to the Purchaser by the designated bank and/or finance company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the mortgage loan(s).

#### 第 4 節 Section 4

贈品、財務優惠或利益 Gift, financial advantage or benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列贈品、財務優惠或利益，惟下列贈品、財務優惠或利益受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the gift, financial advantage or benefit specified below in connection with the purchase of the Property, whilst the gift, financial advantage or benefit specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

#### 按揭貸款安排 Mortgage Loan Arrangement

詳情請參閱招標公告第 15 段 (Please refer to paragraph 15 of the Tender Notice)

投標者必須選擇下列其中一項\* The Tenderer **must** choose one of the following items\*

(\*請在適用方格內填上「✓」號 Please put a “✓” in the appropriate box)

- ☐ 本人/我們選擇第一按揭貸款或第二按揭貸款  
I/We **select** the First Mortgage Loan **or** the Second Mortgage Loan
- ☐ 本人/我們不選擇按揭貸款安排  
I/We **do not select** the Mortgage Loan Arrangement

#### 管理費優惠 Management Fees Benefit

詳情請參閱招標公告第 16 段 (Please refer to paragraph 16 of the Tender Notice)

投標者必須在下列其中一個方格內填上「✓」號\* The Tenderer must put a “✓” in one of the boxes as follows.\*

- ☐ 本人/我們是「恒地會」會員  
I/We is/are “Henderson Club” member(s)

<input type="checkbox"/>	我們其中一位董事是「恒地會」會員 One of our directors is “Henderson Club” member
<input type="checkbox"/>	管理費優惠不適用於本人/我們 Management Fees Benefit is not applicable to me/us

<b>第5節 Section 5</b>	
下列文件連同本投標書一併附上： The following are enclosed with this Tender:	
1.	抬頭為「孖士打律師行」的銀行本票作為臨時訂金 Cashier order(s) made payable to “MAYER BROWN” as preliminary deposit
2.	已由本人/我們填妥及簽署的「投標表格」一式三份 (按照招標公告附件A所列的格式) A “Form of Tender” <b>in TRIPLICATE</b> (in the form annexed to the Tender Notice as <b>Appendix A</b> ) duly completed and signed by me/us
3.	已由本人/我們填妥及簽署的「臨時買賣合約」一式三份 (按照招標公告附件B所列的格式) A “Preliminary Agreement for Sale and Purchase” <b>in TRIPLICATE</b> (in the form annexed to the Tender Notice as <b>Appendix B</b> ) duly completed and signed by me/us
4.	本人/我們的香港身份證/護照影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
5.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本各一份(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)
(註：下列附件的文件不構成招標文件的一部份。然而，投標者須將以下文件(如適用於該投標物業)並連同招標公告、投標表格及臨時合約一併遞交。) (Note: The documents of the following Appendices do not form part of the Tender Document. However, the tenderer should submit the documents (if applicable to the Tendered Property) together with the Tender Notice, the Form of Tender and the Preliminary Agreement.)	
6.	已由本人/我們簽署的「對買方的警告」(按照招標公告附件C所列的格式) The “Warning to Purchasers” (in the form annexed to the Tender Notice as <b>Appendix C</b> ) duly signed by me/us
7.	已由本人/我們簽署的「買家資料」(按照招標公告附件D所列的格式) The “Purchaser Particulars” (in the form annexed to the Tender Notice as <b>Appendix D</b> ) duly signed by me/us
8.	已由本人/我們簽署的「關於開放式廚房的確認函」(按照招標公告附件E所列的格式) The “Acknowledgement Letter Regarding Open Kitchen” (in the form annexed to the Tender Notice as <b>Appendix E</b> ) duly signed by me/us
9.	已由本人/我們簽署的「關於吊船之確認函」(按照招標公告附件F所列的格式) The “Acknowledgement Letter relating to Gondola” (in the form annexed to the Tender Notice as <b>Appendix F</b> ) duly signed by me/us

**附件 A**  
**Appendix A**

10.	已由本人/我們簽署的「樓面平面圖、布局圖及橫截面的確認函」(按照招標公告附件G所列的格式)。 (注：只需簽署與投標單位相關之平面圖) The “Acknowledgement Letter relating to Floor Plan, Layout Plan and Cross-section Plan” (in the form annexed to the Tender Notice as <b>Appendix G</b> ) duly signed by me/us. (Note: Only the plan(s) relevant to the Tendered Property(ies) should be signed)
11.	已由本人/我們簽署的「有關購買物業之收取文件確認函」(按照招標公告附件H所列的格式) The “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed to the Tender Notice as <b>Appendix H</b> ) duly signed by me/us
12.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告附件I所列的格式) The “Defects Warranty Letter” (in the form annexed to the Tender Notice as <b>Appendix I</b> ) duly signed by me/us
13.	已由本人/我們簽署的「有關室外冷氣機之確認函」(按照招標公告附件J所列的格式) The “Acknowledgement Letter relating to Outdoor Air-Conditioning Units” (in the form annexed to the Tender Notice as <b>Appendix J</b> ) duly signed by me/us
14.	已由本人/我們簽署的「個人資料收集聲明（市區重建局及 Avion Investment Limited）」(按照招標公告附件K所列的格式) The “Personal Information Collection Statement (Urban Renewal Authority and Avion Investment Limited)” (in the form annexed to the Tender Notice as <b>Appendix K</b> ) duly signed by me/us
15.	已由本人/我們簽署的「個人資料收集聲明（恒基物業代理有限公司）」(按照招標公告附件L所列的格式) The “Personal Information Collection Statement (Henderson Property Agency Limited)” (in the form annexed to the Tender Notice as <b>Appendix L</b> ) duly signed by me/us
16.	已由本人/我們簽署的下列文件的其中一份 (按照招標公告附件M所列的格式)： 「買方/介紹人聲明(物業代理)」或「買方/介紹人聲明(恒物)」或「關於並無中介人的聲明」 One of the following documents (in the form annexed to the Tender Notice as <b>Appendix M</b> ) duly signed by me/us: “Buyer’s / Introducer’s Declaration (Estate Agent)” or “Buyer’s / Introducer’s Declaration (HPAL)” or “Declaration in Relation to No Intermediary”
17.	買方的重要通知 (招標公告附件N) Important Notice To Purchasers (annexed to the Tender Notice as <b>Appendix N</b> )
18.	本人/我們委任之地產代理的牌照影印副本及名片 (如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)

**第6節 Section 6**

本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。  
I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

投標者簽名  
Signature(s) of the Tenderer(s)



附件 A  
Appendix A

日期 Date	
擁有權種類 Type of Ownership	<p>*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares)</p> <p><i>* 如不適用，請刪除及在旁加簽</i> <i>Delete where inapplicable and initial against deletion</i></p>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	<p>(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name card attached hereto)</p>

第 7 節 Section 7

接受要約 Acceptance of offer  
在受到招標公告和臨時買賣合約條款約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。  
The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for Sale and Purchase.

Authorised signature for and on behalf of the Vendor  
經授權賣方代表簽署

日期 Date :

**附件 B**  
**Appendix B**

Vendor(s): 賣方	URBAN RENEWAL AUTHORITY 市區重建局 (作為「擁有人」* as “Owner”*)		
AVION INVESTMENT LIMITED (作為「如此聘用的人」^ as “Person So Engaged” ^)		Agreement No.: 合約編號	
Agent for Person So Engaged: 如此聘用的人代理	HENDERSON PROPERTY AGENCY LIMITED 恒基物業代理有限公司 73/F, TWO INTERNATIONAL FINANCE CENTRE, 8 FINANCE STREET, CENTRAL, HONG KONG 香港中環金融街八號國際金融中心二期七十三樓 電話號碼 Tel: (852)2908 8111 (Licence No.牌照號碼: C-001811)		Purchase Date: 購買日期
	Purchaser(s): Name 姓名: HKID/Passport/B. R. No.身份證/護照/商業登記號碼:		
Purchaser(s): 買方	Address 地址: Tel. No(s).電話號碼:		
In Respect of Property & Payment Terms:  有關物業及付款辦法	Development : 映築 THE HARMONIE 發展項目 九龍青山道 233 號** 233 CASTLE PEAK ROAD, KOWLOON**		
	Flat 單位	Floor 樓	Solicitor's Firm: MAYER BROWN 律師行 孖士打律師行 Address: 18/F., Prince's Building, 10 Chater Road, H. K. 地址 香港中環遮打道 10 號太子大廈 18 樓 Telephone: (852)28432211 律師行電話
	Purchase Price: 售價		
	Preliminary Deposit : 臨時訂金 Part Payment : 部份售價 Balance of Purchase Price : 售價餘額		Forms of Preliminary Deposit 臨時訂金付款形式:
	shall be paid within 30 days after signing of this Preliminary Agreement 於簽署本臨時買賣合約後 30 天內支付 <input type="checkbox"/> # shall be paid within days after signing of this Preliminary Agreement 於簽署本臨時買賣合約後 天內支付 <input type="checkbox"/> # shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser 在賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內付清。		
Remarks: 備註	* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。 ^ “Person So Engaged” means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。 ** This provisional number is subject to confirmation upon completion of the Development.此臨時門牌號碼有待發展項目落成時確認。 # Please put a 「✓」 in the appropriate box.請在適用方格內填上「✓」號。		
Note : 注意	There are other terms and conditions overleaf. 尚有其他條款及條件詳列於本臨時買賣合約之背頁。		
買方 Purchaser(s)		如此聘用的人代理 Agent for the Person So Engaged	賣方 Vendor For and on behalf of Urban Renewal Authority 代表市區重建局
Purchaser's Signature 買方簽署 買方已細閱及明白本臨時買賣合約所列之條款及條件 THE PURCHASER(S) HAS READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS PRELIMINARY AGREEMENT FOR SALE AND PURCHASE.		Authorised Signature(s) 經授權簽署 上述臨時訂金收妥另發正式收據 AN OFFICIAL RECEIPT WILL BE ISSUED IN RESPECT OF THE PRELIMINARY DEPOSIT RECEIVED.	Authorised Signature(s) 經授權簽署

為遵照香港法例第 (621) 章《一手住宅物業銷售條例》第 54 條，本臨時買賣合約附表所列條款（「附表條文」）已納入本臨時買賣合約的一部份，附表條文凌駕於本臨時買賣合約中抵觸附表條文的任何其他條款。

In compliance with section 54 of the Residential Properties (First-hand Sales) Ordinance (Cap. (621) ), Laws of Hong Kong, there are incorporated into this Preliminary Agreement for Sale and Purchase as if they were herein written the provisions set out in the Schedule hereto. For the avoidance of doubt, the provisions set out in the Schedule hereto prevail over any other provision of this Preliminary Agreement for Sale and Purchase that is inconsistent with it.

2. 買方須於簽立本臨時買賣合約後五個工作日内簽立正式買賣合約。  
The Purchaser(s) shall execute the Agreement for Sale and Purchase within five (5) working days after the date of this Preliminary Agreement for Sale and Purchase.

3. 有關該物業之正式買賣合約、轉讓契、大廈公契、合約圖則、轉讓契圖則等費用及其他雜費，概由買方負責。  
All costs in respect of the Agreement for Sale and Purchase, Assignment, Deed of Mutual Covenant, Agreement Plans, Assignment Plans and all other disbursements shall be paid by the Purchaser(s) absolutely.

4. 有關本臨時買賣合約、正式買賣合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement for Sale and Purchase and the Assignment shall be borne by the Purchaser(s).

5. 有關本臨時買賣合約、正式買賣合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement for Sale and Purchase and the Assignment shall be borne by the Purchaser(s).

6. 賣方有權修改圖則，但須經屋宇署批准。  
Subject to the approval of the Building Authority, the Vendor(s) shall be at liberty to amend the building plans.

7. 本臨時買賣合約內所訂之日期必須嚴格遵守。  
Time shall in every respect be of the essence of this Preliminary Agreement for Sale and Purchase.

8. (i) 買方於簽立本臨時買賣合約時向賣方繳付相等樓價百分之五(5%)之臨時訂金。  
A Preliminary Deposit which is equal to five percent (5%) of the purchase price is payable by the Purchaser to the Vendor upon signing of this Preliminary Agreement.

(ii) 如買方沒有在本臨時買賣合約的簽署日期之後的 5 個工作日内簽立正式買賣合約：  
If the Purchaser fails to sign the Agreement for Sale and Purchase within five (5) working days after the date on which this Preliminary Agreement is signed:

(I) 本臨時合約即告終止；及  
this Preliminary Agreement is terminated; and

(II) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and

(III) 賣方不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.

(iii) 買方必須於正式買賣合約中向賣方同意訂明：  
The Purchaser will have to agree with the Vendor in the Agreement for Sale and Purchase to the effect that :

(I) 如日後正式買賣合約以任何方式被取消，賣方有權保留臨時訂金；及  
the Vendor is entitled to keep the Preliminary Deposit if the Agreement for Sale and Purchase is later cancelled in any way whatever; and

(II) 除訂立按揭或抵押外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受該物業之轉讓契，亦不得轉售該物業或以任何形式轉移正式買賣合約之權益或訂立以上為目的之任何協議。  
other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property specified in this Preliminary Agreement, sub-sell the Property or transfer the benefit of the Agreement for Sale and Purchase of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

9. 如賣方經簽署正式買賣合約之買方要求，並同意（由賣方酌情決定）取消正式買賣合約或買方於正式買賣合約中之責任，賣方有權保留訂明於住宅物業及車位正式買賣合約中樓價百分之五之金額及買方將額外支付或償還（視情況而定），就取消正式買賣合約賣方的所有律師費、費用及開支（包括印花稅）。  
If the Vendor, with the request of the Purchaser under an agreement for sale and purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the Purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of 5% of the total purchase price of the residential property and the parking space specified in the Agreement for Sale and Purchase and the Purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.

10. (i) 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。  
No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

(ii) (I) 如買方選用賣方指定之代表律師作為買方之代表律師同時處理正式合約、按揭契及轉讓契等法律文件，賣方同意為買方支付正式合約及其後之轉讓契兩項法律文件律師費用。  
If the Purchaser appoints the Vendor's solicitors to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser's legal costs of the Agreement and the subsequent Assignment.

(II) 若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜，買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。  
If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.

(III) 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。  
All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.

(IV) 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。  
All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

(V) 一切圖則費用，有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出，均由買方負責。  
All plan fees, the costs of certified copies of the relevant title deeds 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 of the Property.

(iii) 如在簽署正式合約前，買方或其代表人在土地註冊處註冊本臨時合約，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。  
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

(iv) 此臨時合約是有約束力的合約，賣方必須按此臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。除臨時訂金外，所有訂金、部份售價及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 前繳付。  
This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the preliminary deposit, all deposit(s), part payment and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor's solicitors. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.

(v) (I) 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)(「該合約(第三者權利)條例」)強制執行本臨時合約下任何條款，並且同意排除該合約(第三者權利)條例對本臨時合約的適用，惟受以下第(II)款及第(III)款的規定限制。  
Subject to the provisions of sub-clauses (II) and (III) 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.

(II) 本條第(II)款只在並無違反該條例的情況下適用，而本臨時合約的條款亦只在該等情況下獲排除於該合約(第三者權利)條例的適用範圍之外。  
Sub-clause (I) 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 that Ordinance.

(III) 若本臨時合約任何條款因上述第(II)款的規定沒有從該合約(第三者權利)條例的適用範圍內排除，而第三者(在該合約(第三者權利)條例定義)可依據該合約(第三者權利)條例強制執行任何該等條款時：If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (II) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

(a) 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(倘若此撤銷權存在)，而該合約(第三者權利)條例第 6(1)條將不適用於本臨時合約；及  
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

(b) 賣方和買方依據該合約(第三者權利)條例第 6(4)(b)條特此通知該第三者有關上述第(III)(a)款的規定。  
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 (III)(a) above.

(vi) 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4:30 為止期間)內，在賣方律師的辦事處完成。  
The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

(vii) 本物業乃屬《印花稅條例》第 29A(1)條所指的住宅物業。  
The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

(viii) 買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。  
The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.

11. 如本臨時買賣合約之中英文本有任何衝突或不一致之處，皆以英文文本為準。  
In the event of any conflict or inconsistency in the English and Chinese versions of this Preliminary Agreement, the English version shall prevail.

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

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

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

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

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

附表  
Schedule

附件 B  
Appendix B

1. 在本臨時合約中—

In this Preliminary Agreement—

- (a) “實用面積” 具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
- (b) “工作日” 具有該條例第 2（1）條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 8（a）條所指的項目的樓面面積，按照該條例第 8（3）條計算；及  
the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 8（b）條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

2. 本物業的售價為港幣 \_\_\_\_\_ 元，並須由買方按以下方式付予賣方—

The purchase price of the Property is HK\$ \_\_\_\_\_, which shall be paid by the Purchaser to the Vendor in the manner as follows—

- (a) 為數港幣 \_\_\_\_\_ 元（即售價的 5%）的臨時訂金，須於簽署本臨時合約時支付。  
Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.
- (b) 為數港幣 \_\_\_\_\_ 元的部份售價，須於簽署臨時合約後 30 天內支付。  
Part payment in the sum of HK\$ \_\_\_\_\_ shall be paid within 30 days after signing of the Preliminary Agreement..
- (c) 為數港幣 \_\_\_\_\_ 元的售價餘款，須於簽署臨時合約後 \_\_\_\_\_ 天內支付。  
The balance of purchase price in the sum of HK\$ \_\_\_\_\_ shall be paid within \_\_\_\_\_ days after signing of the Preliminary Agreement.

----- OR -----

為數港幣 \_\_\_\_\_ 元的售價餘款，在賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的十四日內付清。

The balance of purchase price in the sum of HK\$ \_\_\_\_\_ shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

買方簽署/Signed by Purchaser(s)

3. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.

4. 按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須－

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed－

- (a) 由買方於（即本臨時合約的簽署日期之後的第五個工作日）或之前簽立；及  
by the Purchaser on or before (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and  
(b) 由賣方於（即本臨時合約的簽署日期之後的第八個工作日）或之前簽立。  
by the Vendor on or before (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

註：上述第 4(a)及(b)條的日期資料由賣方填寫。

Note: Information of the dates in the above Clause 4(a) and (b) shall be filled in by the Vendor.

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

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

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

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

7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約－

If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed－

- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;  
(b) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and  
(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.

8. 本物業的量度尺寸如下－

The measurements of the Property are as follows－

**只適用於 37 樓 A 單位。 Only applicable to Flat A on 37/F.**

- (a) 本物業的實用面積為 42.482 平方米／457 平方呎，其中－  
the saleable area of the Property is 42.482 square metres/ 457 square feet of which－  
N/A 平方米／ N/A 平方呎為露台的樓面面積；  
N/A square metres/ N/A square feet is the floor area of the balcony;  
N/A 平方米／N/A 平方呎為工作平台的樓面面積；  
N/A square metres/s N/A quare feet is the floor area of the utility platform;  
N/A 平方米／ N/A 平方呎為陽台的樓面面積；及  
N/A square metres/ N/A square feet is the floor area of the verandah; and

(b) 其他量度尺寸為－

other measurements are－

空調機房的面積為 N/A 平方米／N/A 平方呎；

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

窗台的面積為 N/A 平方米／N/A 平方呎；

the area of the bay window is N/A square metres/ N/A square feet;

閣樓的面積為 N/A 平方米／N/A 平方呎；

the area of the cockloft is N/A square metres/ N/A square feet;

平台的面積為 13.671 平方米／147 平方呎；

the area of the flat roof is 13.671 square metres/ 147 square feet;

花園的面積為 N/A 平方米／N/A 平方呎；

the area of the garden is N/A square metres/ N/A square feet;

停車位的面積為 N/A 平方米／N/A 平方呎；

the area of the parking space is N/A square metres/ N/A square feet;

天台的面積為 N/A 平方米／ N/A 平方呎；

the area of the roof is N/A square metres/ N/A square feet;

梯屋的面積為 N/A 平方米／N/A 平方呎；

the area of the stairhood is N/A square metres/ N/A square feet;

前庭的面積為 N/A 平方米／N/A 平方呎；

the area of the terrace is N/A square metres/ N/A square feet;

庭院的面積為 N/A 平方米／N/A 平方呎。

the area of the yard is N/A square metres/ N/A square feet.

**只適用於 37 樓 B 單位。 Only applicable to Flat B on 37/F.**

(a) 本物業的實用面積為 42.143 平方米／454 平方呎，其中－

the saleable area of the Property is 42.143 square metres/ 454 square feet of which－

N/A 平方米／ N/A 平方呎為露台的面積；

N/A square metres/ N/A square feet is the floor area of the balcony;

N/A 平方米／N/A 平方呎為工作平台的面積；

N/A square metres/ N/A square feet is the floor area of the utility platform;

N/A 平方米／ N/A 平方呎為陽台的面積；及

N/A square metres/ N/A square feet is the floor area of the verandah; and

(b) 其他量度尺寸為－

other measurements are－

空調機房的面積為 N/A 平方米／N/A 平方呎；

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

窗台的面積為 N/A 平方米／N/A 平方呎；

the area of the bay window is N/A square metres/ N/A square feet;

閣樓的面積為 N/A 平方米／N/A 平方呎；

the area of the cockloft is N/A square metres/ N/A square feet;

平台的面積為 12.700 平方米／137 平方呎；

the area of the flat roof is 12.700 square metres/ 137 square feet;

花園的面積為 N/A 平方米／N/A 平方呎；  
the area of the garden is N/A square metres/ N/A square feet;  
停車位的面積為 N/A 平方米／N/A 平方呎；  
the area of the parking space is N/A square metres/ N/A square feet;  
天台的面積為 N/A 平方米／ N/A 平方呎；  
the area of the roof is N/A square metres/ N/A square feet;  
梯屋的面積為 N/A 平方米／N/A 平方呎；  
the area of the stairhood is N/A square metres/ N/A square feet;  
前庭的面積為 N/A 平方米／N/A 平方呎；  
the area of the terrace is N/A square metres/ N/A square feet;  
庭院的面積為 N/A 平方米／N/A 平方呎。  
the area of the yard is N/A square metres/ N/A square feet.

**只適用於 37 樓 C 單位。 Only applicable to Flat C on 37/F.**

(a)本物業的實用面積為 41.983 平方米／452 平方呎，其中－  
the saleable area of the Property is 41.983 square metres/ 452 square feet of which－  
N/A 平方米／ N/A 平方呎為露台的樓面面積；  
N/A square metres/ N/A square feet is the floor area of the balcony;  
N/A 平方米／N/A 平方呎為工作平台的樓面面積；  
N/A square metres/s N/A quare feet is the floor area of the utility platform;  
N/A 平方米／ N/A 平方呎為陽台的樓面面積；及  
N/A square metres/ N/A square feet is the floor area of the verandah; and

(b)其他量度尺寸為－  
other measurements are－  
空調機房的面積為 N/A 平方米／N/A 平方呎；  
the area of the air-conditioning plant room is N/A square metres/ N/A square feet;  
窗台的面積為 N/A 平方米／N/A 平方呎；  
the area of the bay window is N/A square metres/ N/A square feet;  
閣樓的面積為 N/A 平方米／N/A 平方呎；  
the area of the cockloft is N/A square metres/ N/A square feet;  
平台的面積為 13.426 平方米／145 平方呎；  
the area of the flat roof is 13.426 square metres/ 145 square feet;  
花園的面積為 N/A 平方米／N/A 平方呎；  
the area of the garden is N/A square metres/ N/A square feet;  
停車位的面積為 N/A 平方米／N/A 平方呎；  
the area of the parking space is N/A square metres/ N/A square feet;  
天台的面積為 N/A 平方米／ N/A 平方呎；  
the area of the roof is N/A square metres/ N/A square feet;  
梯屋的面積為 N/A 平方米／N/A 平方呎；  
the area of the stairhood is N/A square metres/ N/A square feet;  
前庭的面積為 N/A 平方米／N/A 平方呎；  
the area of the terrace is N/A square metres/ N/A square feet;  
庭院的面積為 N/A 平方米／N/A 平方呎。

the area of the yard is N/A square metres/ N/A square feet.

**只適用於 37 樓 D 單位。 Only applicable to Flat D on 37/F.**

(a) 本物業的實用面積為 42.341 平方米／456 平方呎，其中－

the saleable area of the Property is 42.341 square metres/ 456 square feet of which－

N/A 平方米／ N/A 平方呎為露台的樓面面積；

N/A square metres/ N/A square feet is the floor area of the balcony;

N/A 平方米／N/A 平方呎為工作平台的樓面面積；

N/A square metres/s N/A quare feet is the floor area of the utility platform;

N/A 平方米／ N/A 平方呎為陽台的樓面面積；及

N/A square metres/ N/A square feet is the floor area of the verandah; and

(b) 其他量度尺寸為－

other measurements are－

空調機房的面積為 N/A 平方米／N/A 平方呎；

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

窗台的面積為 N/A 平方米／N/A 平方呎；

the area of the bay window is N/A square metres/ N/A square feet;

閣樓的面積為 N/A 平方米／N/A 平方呎；

the area of the cockloft is N/A square metres/ N/A square feet;

平台的面積為 12.328 平方米／133 平方呎；

the area of the flat roof is 12.328 square metres/ 133 square feet;

花園的面積為 N/A 平方米／N/A 平方呎；

the area of the garden is N/A square metres/ N/A square feet;

停車位的面積為 N/A 平方米／N/A 平方呎；

the area of the parking space is N/A square metres/ N/A square feet;

天台的面積為 N/A 平方米／ N/A 平方呎；

the area of the roof is N/A square metres/ N/A square feet;

梯屋的面積為 N/A 平方米／N/A 平方呎；

the area of the stairhood is N/A square metres/ N/A square feet;

前庭的面積為 N/A 平方米／N/A 平方呎；

the area of the terrace is N/A square metres/ N/A square feet;

庭院的面積為 N/A 平方米／N/A 平方呎。

the area of the yard is N/A square metres/ N/A square feet.

**只適用於 37 樓 E 單位。 Only applicable to Flat E on 37/F.**

(a) 本物業的實用面積為 38.028 平方米／409 平方呎，其中－

the saleable area of the Property is 38.028 square metres/ 409 square feet of which－

N/A 平方米／ N/A 平方呎為露台的樓面面積；

N/A square metres/ N/A square feet is the floor area of the balcony;

N/A 平方米／N/A 平方呎為工作平台的樓面面積；

N/A square metres/s N/A quare feet is the floor area of the utility platform;

N/A 平方米／ N/A 平方呎為陽台的樓面面積；及



N/A square metres/ N/A square feet is the floor area of the verandah; and

(b) 其他量度尺寸為—

other measurements are —

空調機房的面積為 N/A 平方米／N/A 平方呎；

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

窗台的面積為 N/A 平方米／N/A 平方呎；

the area of the bay window is N/A square metres/ N/A square feet;

閣樓的面積為 N/A 平方米／N/A 平方呎；

the area of the cockloft is N/A square metres/ N/A square feet;

平台的面積為 18.751 平方米／202 平方呎；

the area of the flat roof is 18.751 square metres/ 202 square feet;

花園的面積為 N/A 平方米／N/A 平方呎；

the area of the garden is N/A square metres/ N/A square feet;

停車位的面積為 N/A 平方米／N/A 平方呎；

the area of the parking space is N/A square metres/ N/A square feet;

天台的面積為 N/A 平方米／ N/A 平方呎；

the area of the roof is N/A square metres/ N/A square feet;

梯屋的面積為 N/A 平方米／N/A 平方呎；

the area of the stairhood is N/A square metres/ N/A square feet;

前庭的面積為 N/A 平方米／N/A 平方呎；

the area of the terrace is N/A square metres/ N/A square feet;

庭院的面積為 N/A 平方米／N/A 平方呎。

the area of the yard is N/A square metres/ N/A square feet.

**只適用於 37 樓 F 單位。 Only applicable to Flat F on 37/F.**

(a) 本物業的實用面積為 36.516 平方米／393 平方呎，其中—

the saleable area of the Property is 36.516 square metres/ 393 square feet of which —

N/A 平方米／ N/A 平方呎為露台的面積；

N/A square metres/ N/A square feet is the floor area of the balcony;

N/A 平方米／N/A 平方呎為工作平台的面積；

N/A square metres/s N/A quare feet is the floor area of the utility platform;

N/A 平方米／ N/A 平方呎為陽台的面積；及

N/A square metres/ N/A square feet is the floor area of the verandah; and

(b) 其他量度尺寸為—

other measurements are —

空調機房的面積為 N/A 平方米／N/A 平方呎；

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

窗台的面積為 N/A 平方米／N/A 平方呎；

the area of the bay window is N/A square metres/ N/A square feet;

閣樓的面積為 N/A 平方米／N/A 平方呎；

the area of the cockloft is N/A square metres/ N/A square feet;

平台的面積為 24.625 平方米／265 平方呎；  
the area of the flat roof is 24.625 square metres/ 265 square feet;  
花園的面積為 N/A 平方米／N/A 平方呎；  
the area of the garden is N/A square metres/ N/A square feet;  
停車位的面積為 N/A 平方米／N/A 平方呎；  
the area of the parking space is N/A square metres/ N/A square feet;  
天台的面積為 N/A 平方米／ N/A 平方呎；  
the area of the roof is N/A square metres/ N/A square feet;  
梯屋的面積為 N/A 平方米／N/A 平方呎；  
the area of the stairhood is N/A square metres/ N/A square feet;  
前庭的面積為 N/A 平方米／N/A 平方呎；  
the area of the terrace is N/A square metres/ N/A square feet;  
庭院的面積為 N/A 平方米／N/A 平方呎。  
the area of the yard is N/A square metres/ N/A square feet.

9. 本物業買賣所包括的裝置、裝修物料及設備如下—

*見本臨時合約的附錄*

The sale and purchase of the Property includes the fittings, finishes and appliances as follows —

***As set out in the Annex to this Preliminary Agreement***

10. 在不損害《物業轉易及財產條例》（第 219 章）第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

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

11. 買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.

12. 就第 11 條而言，“對買方的警告”內容如下—

For the purposes of clause 11, the following is the “Warning to Purchasers”—

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

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

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

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

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

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

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

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

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

買方簽署/Signed by Purchaser(s)

**附錄**  
**Annex**  
**Fittings, Finishes and Appliances**  
**裝置、裝修物料及設備**  
**(For Flat A, B, C & D of 37/F)**  
**(適用於 37 樓 A、B、C 及 D 單位)**

**附件 B**  
**Appendix B**

Internal wall and ceiling: 內牆及天花板	Walls in living room/dining room are finished with emulsion paint and plastic laminate panels, ceilings in living room/dining room is finished with emulsion paint. 客廳/飯廳牆壁髹乳膠漆及鋪砌膠板飾面，客廳/飯廳天花板髹乳膠漆。
	Walls and ceilings in bedroom are finished with emulsion paint. 睡房牆壁及天花板髹乳膠漆。
Internal floor: 內部地板	Floors in living room/dining room and bedroom floor are finished with porcelain tiles. 客廳/飯廳及睡房地台鋪砌瓷磚。
Bathroom finishes: 浴室裝修物料	Floor is finished with porcelain tiles. Walls are finished with porcelain tiles and glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌瓷磚及玻璃飾面至髹乳膠漆的石膏板假天花。
Open kitchen finishes: 開放式廚房裝修物料	Floor is finished with porcelain tiles. Walls are finished with glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌玻璃飾面至髹乳膠漆的石膏板假天花。
Main entrance door: 大門	Solid core timber door fitted with lockset, door closer, eye viewer and door stopper. 實芯木門配門鎖、門鼓、防盜眼及門擋。
Doors to private flat roof: 私人平台門	
(at lift lobby 位於升降機大堂)	Solid core timber door fitted with lockset and door closer. 實芯木門配門鎖及門鼓。
(at living room/dining room 位於客廳/飯廳)	Aluminium framed door fitted with door lockset. 鋁質框門配門鎖。
Bedroom door: 睡房門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom door: 浴室門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom fittings: 浴室裝置	Timber basin cabinet with solid surface artificial stone countertop. Fittings include mirror cabinet, wash basin, basin mixer, water closet, shower compartment and shower set. 木製洗手盆櫃配人造石檯面。裝置包括鏡櫃、洗手盆、洗手盆水龍頭、座廁、淋浴間及花灑套裝。
Open kitchen fittings: 開放式廚房裝置	Timber kitchen cabinet with solid surface artificial stone countertop, fitted with sink unit and sink mixer. 木製廚櫃配人造石檯面。裝置包括洗滌盆及洗滌盆水龍頭。
Telephone: 電話	Telephone outlets are provided 提供電話插座。
Aerials: 天線	TV and FM outlets are provided. 提供電視及電台天線插座。
Electrical installations: 電力裝置	Electricity supply with miniature circuit breaker distribution board is provided. 電力供應裝置連微型斷路器配電箱。
Air-conditioner: 冷氣機	Air-conditioners are provided. 提供冷氣機。
Gas supply: 氣體供應	Gas supply pipe is installed. 裝有煤氣供應喉管。
Security system: 保安系統	Video door phone is installed. 裝有視像對講機。

買方簽署/Signed by Purchaser(s)

**附錄**  
**Annex**  
**Fittings, Finishes and Appliances**  
**裝置、裝修物料及設備**  
**(For Flat E of 37/F)**  
**(適用於 37 樓 E 單位)**

**附件 B**  
**Appendix B**

Internal wall and ceiling: 內牆及天花板	Walls in living room/dining room are finished with emulsion paint and plastic laminate panels, ceilings in living room/dining room is finished with emulsion paint. 客廳/飯廳牆壁髹乳膠漆及鋪砌膠板飾面，客廳/飯廳天花板髹乳膠漆。  Walls and ceilings in bedroom are finished with emulsion paint. 睡房牆壁及天花板髹乳膠漆。
Internal floor: 內部地板	Floors in living room/dining room and bedroom floor are finished with porcelain tiles. 客廳/飯廳及睡房地台鋪砌瓷磚。
Bathroom finishes: 浴室裝修物料	Floor is finished with porcelain tiles. Walls are finished with porcelain tiles and glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌瓷磚及玻璃飾面至髹乳膠漆的石膏板假天花。
Open kitchen finishes: 開放式廚房裝修物料	Floor is finished with porcelain tiles. Walls are finished with glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌玻璃飾面至髹乳膠漆的石膏板假天花。
Main entrance door: 大門	Solid core timber door fitted with lockset, door closer, eye viewer and door stopper. 實芯木門配門鎖、門鼓、防盜眼及門擋。
Doors to private flat roof: 私人平台門 (at lift lobby 位於升降機大堂)	Solid core timber door fitted with lockset and door closer. 實芯木門配門鎖及門鼓。
(at living room/dining room 位於客廳/飯廳)	Aluminium framed door fitted with door lockset. 鋁質框門配門鎖。
Bedroom door: 睡房門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom door: 浴室門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Store room door: 儲物室門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom fittings: 浴室裝置	Timber basin cabinet with solid surface artificial stone countertop. Fittings include mirror cabinet, wash basin, basin mixer, water closet, shower compartment and shower set. 木製洗手盆櫃配人造石檯面。裝置包括鏡櫃、洗手盆、洗手盆水龍頭、座廁、淋浴間及花灑套裝。
Open kitchen fittings: 開放式廚房裝置	Timber kitchen cabinet with solid surface artificial stone countertop, fitted with sink unit and sink mixer. 木製廚櫃配人造石檯面。裝置包括洗滌盆及洗滌盆水龍頭。
Telephone: 電話	Telephone outlets are provided 提供電話插座。
Aerials: 天線	TV and FM outlets are provided. 提供電視及電台天線插座。
Electrical installations: 電力裝置	Electricity supply with miniature circuit breaker distribution board is provided. 電力供應裝置連微型斷路器配電箱。
Air-conditioner: 冷氣機	Air-conditioners are provided. 提供冷氣機。
Gas supply: 氣體供應	Gas supply pipe is installed. 裝有煤氣供應喉管。
Security system: 保安系統	Video door phone is installed. 裝有視像對講機。

買方簽署/Signed by Purchaser(s)

**附錄**  
**Annex**  
**Fittings, Finishes and Appliances**  
**裝置、裝修物料及設備**  
**(For Flat F of 37/F)**  
**(適用於 37 樓 F 單位)**

**附件 B**  
**Appendix B**

Internal wall and ceiling: 內牆及天花板	Walls in living room/dining room are finished with emulsion paint and plastic laminate panels, ceilings in living room/dining room is finished with emulsion paint. 客廳/飯廳牆壁髹乳膠漆及鋪砌膠板飾面，客廳/飯廳天花板髹乳膠漆。  Walls and ceilings in bedroom are finished with emulsion paint. 睡房牆壁及天花板髹乳膠漆。
Internal floor: 內部地板	Floors in living room/dining room and bedroom floor are finished with porcelain tiles. 客廳/飯廳及睡房地台鋪砌瓷磚。
Bathroom finishes: 浴室裝修物料	Floor is finished with porcelain tiles. Walls are finished with porcelain tiles and glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌瓷磚及玻璃飾面至髹乳膠漆的石膏板假天花。
Open kitchen finishes: 開放式廚房裝修物料	Floor is finished with porcelain tiles. Walls are finished with glass to exposed surface up to the level of gypsum board false ceiling with emulsion paint. 地台鋪砌瓷磚。外露牆身鋪砌玻璃飾面至髹乳膠漆的石膏板假天花。
Main entrance door: 大門	Solid core timber door fitted with lockset, door closer, eye viewer and door stopper. 實芯木門配門鎖、門鼓、防盜眼及門擋。
Door to private flat roof: 私人平台門	Aluminium framed door fitted with lockset. 鋁質框門配門鎖。
Bedroom door: 睡房門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom door: 浴室門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Store room door: 儲物室門	Solid core timber door with lockset and door stopper. 實芯木門配門鎖及門擋。
Bathroom fittings: 浴室裝置	Timber basin cabinet with solid surface artificial stone countertop. Fittings include mirror cabinet, wash basin, basin mixer, water closet, shower compartment and shower set. 木製洗手盆櫃配人造石檯面。裝置包括鏡櫃、洗手盆、洗手盆水龍頭、座廁、淋浴間及花灑套裝。
Open kitchen fittings: 開放式廚房裝置	Timber kitchen cabinet with solid surface artificial stone countertop, fitted with sink unit and sink mixer. 木製廚櫃配人造石檯面。裝置包括洗滌盆及洗滌盆水龍頭。
Telephone: 電話	Telephone outlets are provided 提供電話插座。
Aerials: 天線	TV and FM outlets are provided. 提供電視及電台天線插座。
Electrical installations: 電力裝置	Electricity supply with miniature circuit breaker distribution board is provided. 電力供應裝置連微型斷路器配電箱。
Air-conditioner: 冷氣機	Air-conditioners are provided. 提供冷氣機。
Gas supply: 氣體供應	Gas supply pipe is installed. 裝有煤氣供應喉管。
Security system: 保安系統	Video door phone is installed. 裝有視像對講機。

買方簽署/Signed by Purchaser(s)

對買方的警告  
買方請小心閱讀

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

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

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

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

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

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

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

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

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

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

我/我們已收到此警告之副本及完全明白此警告之內容。

物業/ Property : 映築 - 九龍青山道 233 號\*\*  
The Harmonie – No. 233 Castle Peak Road, Kowloon \*\*

\*\*此臨時門牌號碼有待發展項目落成時確認。 \*\* This provisional street number is subject to confirmation upon completion of the Development.

單位/Flat :

層數/Floor :

買方/ Purchaser(s)

姓名/Name of Purchaser(s) :

日期 / Date :

**(I) Purchaser Particulars 買家資料**

Development 發展項目: The Harmonie 「映樂」

Property 物業: Floor 樓層 \_\_\_\_\_ Flat 單位 \_\_\_\_\_

Also purchased other unit(s) in captioned Development? 有否購入上述發展項目的其他單位: Yes 是 ☐ / No 否 ☐ (Please "✓" 請選擇)

If yes 如有: \_\_\_\_\_ Floor 樓層 \_\_\_\_\_ Flat 單位 \_\_\_\_\_

**附件 D**  
**Appendix D**

Payment Terms 付款方法: \_\_\_\_\_

Name of Purchaser(s)

買家名稱:

I.D./Passport (Please specify)/B.R. No

身份證/護照(請注明)/商業登記證號碼:

Phone No.

電話號碼:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

Address 通訊地址: \_\_\_\_\_

Are you a staff member of any Agency / Sub-agency / Intermediary with valid EAA licence issued by Estate Agents Authority and participate in the sales of the captioned project? 閣下是否協助銷售上述項目及持有由地產代理監管局所發出之有效地產代理牌照之任何地產代理/中介人

Yes 是 ☐ / No 否 ☐ (Please ✓ 請選擇)**(II) Declaration of related party 有關連人士購入單位申報:**

The purchaser(s) hereby make the following declaration on related party 買方確認作出以下關於有關連人士的聲明:

Are you "a related party to a vendor" for the purpose of the Residential Properties (First-hand Sales) Ordinance (the "Ordinance") (see notes)?

就《一手住宅物業銷售條例》(「條例」)而言,買方是屬「賣方的有關連人士」(見備註)?

Yes 是 ☐ / No 否 ☐ (Please "✓" 請選擇)

Notes 備註

- (1) In respect of the Development and for the purpose of the Residential Properties (First-hand Sales) Ordinance (the "Ordinance"), a person is a related party to a vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is director or shareholder; (iv) an associate corporation or holding company of that 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.

就發展項目及《一手住宅物業銷售條例》(「條例」)而言,如有以下情況,某人即屬賣方的有關連人士:該人是(i)該賣方的董事,或該董事的父母、配偶或子女;(ii)該賣方的經理;(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)該賣方的有聯繫法團或控股公司;(v)上述有聯繫法團或控股公司的董事,或該董事的父母、配偶或子女;或(vi)上述有聯繫法團或控股公司的經理。

- (2) For the purpose of the Development, "Vendor" means each of (i) Urban Renewal Authority (as the legal and beneficial owner of the unit purchased by the Purchaser(s)) and (ii) Avion Investment Limited (as a person engaged by Urban Renewal Authority to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development).

就發展項目而言,「賣方」指以下每一人:(i)市區重建局(即買方所購單位的法律上的擁有人及實益擁有人);及(ii)Avion Investment Limited(即市區重建局所聘用統籌和監管有關發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士)。

- (3) Urban Renewal Authority does not have any holding company. The holding companies of Avion Investment Limited are Henderson Development Limited and Henderson Land Development Company Limited.

市區重建局並無任何控股公司。Avion Investment Limited之控股公司為恒基兆業有限公司及恒基兆業地產有限公司。

- (4) The above terms of "associate corporation", "holding company", "manager" and "private company" have the same meanings prescribed under the Ordinance. 上文「有聯繫法團」、「控股公司」、「經理」及「私人公司」各詞意義與條例下該詞意義相同。

- (5) The personal data collected is for the purpose of the making of a declaration by Henderson Property Agency Limited to Avion Investment Limited and/or Urban Renewal Authority in respect of purchase by the related party(ies).

所收集的個人資料會供恒基物業代理有限公司向Avion Investment Limited及/或市區重建局申報關連人士購買單位之用。

I/We declare that the above information is accurate and complete. 本人/吾等謹此聲明上述提供資料正確及完整。

Signature(s) of Purchaser 買家簽署: \_\_\_\_\_ Date 日期: \_\_\_\_\_

**(III) The purchaser is not a staff member of our company who holds a valid EAA licence issued by Estate Agents Authority and participates in the sales of the captioned Development. 上述買家並非本公司員工亦沒有協助銷售上述發展項目及持有由地產代理監管局所發出之有效地產代理牌照。**

Agency/Sub-Agency/Intermediary 地產代理/中介人: Company Name 公司名稱: \_\_\_\_\_

Agency/Sub-Agency/Intermediary 地產代理 / 中介人: Name 姓名: \_\_\_\_\_ Licence No. 牌照號碼: \_\_\_\_\_

Verified by 確認人: 姓名 Name: \_\_\_\_\_ Signature 簽署: \_\_\_\_\_

(Director of the Agency / Sub-Agency / Intermediary 須為上述地產代理 / 中介人所屬公司之董事)



**Acknowledgement Letter regarding Open Kitchen**  
**關於開放式廚房的確認函**

**附件 E**  
**Appendix E**

<b>Vendor</b> 賣方	Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Avion Investment Limited (as “Person So Engaged” 作為「如此聘用的人」)^	
<b>Development</b> 發展項目	The Harmonie – No. 233 Castle Peak Road, Kowloon** 映築 – 九龍青山道 233 號** ** This provisional street number is subject to confirmation upon completion of the Development. ** 此臨時門牌號碼有待發展項目落成時確認。	
<b>Property</b> 物業	Floor 樓層	Flat 單位
<b>Purchaser(s)</b> 買方		
<b>I.D. / Passport/ B.R. No.</b> 身份證 / 護照 / 商業登記 證號碼		
<b>Date</b> 日期		

1. I/We hereby acknowledge that I/we am/are aware of and understand that under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Development, owners of the relevant units with open kitchen shall at their own costs and expenses observe and comply with the provisions set out in the Fifth Schedule to the DMC (extract of the provisions is attached hereto for easy reference) and shall cause the tenants and occupiers of the Property to observe and comply with the same.  
本人/我們確認本人/我們明白按照發展項目之公契及管理協議已批核文本（以下簡稱「公契」）規定，設有開放式廚房之有關單位業主須自費遵守及履行公契內第五附表所列之條款（為方便參考，該等條款之摘要已附於本函），本人/我們並須促使該物業之租客及佔用人遵守及履行該等條款。
2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the approved form of the DMC (which is available at the sales office and on the website of the Development) and seek professional advice for details.  
本人/我們確認明白摘要為相關公契條款之概要，僅供參考，一切均以公契為準，另本人/我們亦確認簽訂該物業臨時買賣合約前已獲建議細閱公契已批核文本（於售樓處及發展項目互聯網網站有所提供）及尋求專業意見以獲取詳情。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.  
本人/我們確認及聲明本人/我們同意購入該物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。
4. In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.  
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註:

\* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ “Person So Engaged” means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

1. An Owner of an Open Kitchen Unit (for the purpose of this Fifth Schedule, the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire safety provisions for open kitchen within his Open Kitchen Unit.
2. The Relevant Owner shall not:-
  - (a) alter, remove or obstruct the sprinkler head(s) provided at the ceiling immediately above the Open Kitchen, sounder-based multi-sensor smoke detector(s) provided inside his Open Kitchen Unit and the addressable smoke detectors at the common lobby or corridor outside this Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
  - (b) remove or alter the full height wall, having an fire resistance rating of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the exit door of his Open Kitchen Unit, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager;
  - (c) remove self-closing devices of main entrance door of the Open Kitchen Unit.
3. The Relevant Owner and its tenants and occupiers of the Open Kitchen Unit shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Open Kitchen Unit to carry out (at the cost and expense of the Relevant Owner) annual check and maintenance of the fire safety provisions including but not limited to those fire service installation specified in paragraphs 2(a) and 2(b) above.
4. The Relevant Owner shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.
5. In the event that the Relevant Owner parts with possession of his Open Kitchen Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out in this Fifth Schedule, and make it a condition in the relevant agreement (if any).
6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire safety provisions within the Open Kitchen Units shall be borne by the Relevant Owners on demand.

\* All Residential Units in the Development are Open Kitchen Units except Flat A on 5/F and Flat A on 6/F.

公契第五附表之摘要

1. 開放式廚房單位的擁有人（就本附表 5 而言，「有關擁有人」）須負責保養及每年測試於其開放式廚房單位內的開放式廚房的消防安全設備。
2. 有關擁有人不准
  - (a) 更改、移走或阻礙設置在開放式廚房天花板上的灑水頭、設置在其開放式廚房單位內的可顯示位置聲響警報基座煙霧探測器及設置在其開放式廚房單位外的公共大堂或走廊的煙霧探測器，除非獲得屋宇署、消防處、所有相關政府部門及管理人的事先書面同意；
  - (b) 移走或更改設置毗鄰其開放式廚房單位出口門，而高度與室內的整個高度相同的防火牆，該防火牆具有不少於 30 分鐘耐火完整性的等級及 30 分鐘隔熱等級(-/30/30)，除非獲得屋宇署、消防處、所有相關政府部門及管理人的事先書面同意；
  - (c) 移走開放式廚房單位入口大門的自動關閉裝置。
3. 有關擁有人及開放式廚房單位的租客及佔用人須容許管理人及註冊消防裝置承判商在發出合理通知後（若遇緊急情況則無須通知）於所有合理時間內，不論有否帶同工人、承判商或其他人及不論有否帶同裝備及工具，進入其開放式廚房單位為消防安全裝置（包括但不限於上述 2(a)及 2(b)段提及的消防裝置）進行每年測試及保養（有關費用由有關擁有人負責）。
4. 有關擁有人須遵守及履行消防安全管理計劃及管理人不時發出或提出有關實行消防安全管理計劃的指引或指示。
5. 如有關擁有人放棄管有其開放式廚房單位，該擁有人須促成租客、獲許可的人或佔用人（視情況而定）履行消防安全管理計劃，特別是本附表 5 所載的條文，並將其列為相關合約（如有）的條款。
6. 有關擁有人須應要求負責管理人及/或註冊消防裝置承判商就保養及每年檢查開放式廚房單位內的消防安全裝置所產生的費用及開支。

\*除 5 樓 A 單位及 6 樓 A 單位外，發展項目所有住宅單位均為開放式廚房單位。

**Acknowledgement Letter relating to Gondola**  
**關於吊船之確認函**

Development 發展項目: The Harmonie – No. 233 Castle Peak Road, Kowloon\*\*

映築 – 九龍青山道 233 號\*\*

\*\*This provisional street number is subject to confirmation upon completion of the Development.

\*\*此臨時門牌號碼有待發展項目落成時確認。

Property 本物業: Flat 單位 Floor 樓層

Vendor 賣方: Urban Renewal Authority (as “Owner”) 市區重建局(作為「擁有人」)\*

Avion Investment Limited (as “Person So Engaged”) Avion Investment Limited (作為「如此聘用的人」)^

Note 備註:

\* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指本物業的法律上的擁有人或實益擁有人。

^ “Person So Engaged” means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Name of Purchaser(s)買方名稱	I.D./Passport(Please specify)/B.R. No.身份證/護照(請注明)/商業登記證號碼
P1	ID1
P2	ID2
P3	ID3
P4	ID4

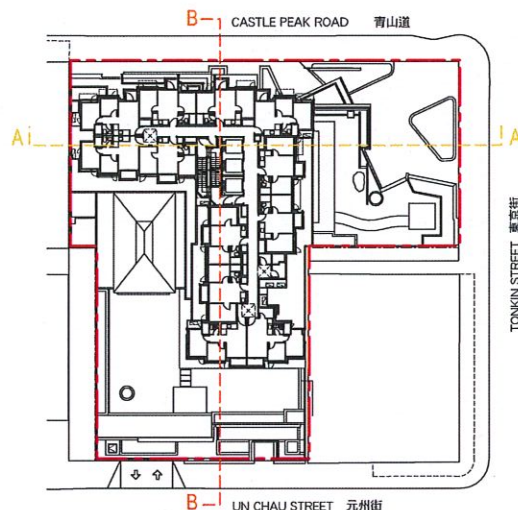
I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance that:

本人/吾等，即下方簽署人，現知悉及確認本人/吾等明白及接受：

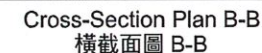
- Building maintenance unit/gondola systems of the residential tower in the Development may operate in the airspace above the balcony, utility platform, flat roof or roof (if any) forming part of the Property and outside the external walls or windows of the Property.  
發展項目住宅大樓之外牆清潔裝置/吊船系統可能會在屬於本物業一部分之露台、工作平台、平台或天台（如有）上空或本物業外牆或窗外操作。
- I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.  
本人/吾等對上述事項無任何反對，並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
- The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.  
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signature(s) of Purchaser(s)買方簽署

Date 日期



"The Remaining Portion of New Kowloon Inland Lot No.6585 新九龍內地段第6585號餘段"



Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail.  
中英文版本如有歧義，以英文版本為準。

**Acknowledgement for receipt of documents relating to purchase of the Property**

該物業/The Property：單位 Flat \_\_\_\_\_ 樓 Floor \_\_\_\_\_

映築 – 九龍青山道 233 號\*\*

The Harmonie – No. 233 Castle Peak Road, Kowloon \*\*

\*\* 此臨時門牌號碼有待發展項目落成時確認。

\*\* This provisional street number is subject to confirmation upon completion of the Development.

買方/ The Purchaser(s) \_\_\_\_\_

身份證/護照/商業登記號碼 I.D./Passport/B.R. No. \_\_\_\_\_

我/我們等確認已收到以下有關我/我們購買該物業之文件，並已閱讀及知悉其內容：

I/We hereby acknowledge the receipt of the following documents relating to my/our purchase of the Property and have read and understood the contents of the same:

- ☐ 1. 臨時買賣合約 Preliminary Agreement for Sale and Purchase, 附表 Schedule, 附錄 Annex
- ☐ 2. 對買方的警告 Warning to Purchasers
- ☐ 3. 買家資料 Purchaser Particulars
- ☐ 4. 關於開放式廚房的確認函 Acknowledgement Letter Regarding Open Kitchen
- ☐ 5. 關於吊船之確認函 Acknowledgement Letter relating to Gondola
- ☐ 6. 樓面平面圖、布局圖及橫截面的確認函 Acknowledgement Letter relating to Floor Plan, Layout Plan and Cross-section Plan
- ☐ 7. 買方的重要通知 Important Notice to Purchasers
- ☐ 8. 保證修繕缺漏函 Defects Warranty Letter
- ☐ 9. 有關室外冷氣機之確認函 Acknowledgement Letter relating to Outdoor Air-Conditioning Units
- ☐ 10. 個人資料收集聲明（市區重建局及 Avion Investment Limited）Personal Information Collection Statement (Urban Renewal Authority and Avion Investment Limited)
- ☐ 11. 個人資料收集聲明（恒基物業代理有限公司）Personal Information Collection Statement (Henderson Property Agency Limited)
- ☐ 12. 請在下列適當方格內打“✓” Please put “✓” in the appropriate boxes as follows:-
  - ☐ 買方/介紹人聲明(物業代理) ☐ Buyer's / Introducer's Declaration (Estate Agent)
  - 或 Or
  - ☐ 買方/介紹人聲明(恒物) ☐ Buyer's / Introducer's Declaration (HPAL)
  - 或 Or
  - ☐ 關於並無中介人的聲明 ☐ Declaration in Relation to No Intermediary

買方簽署

PURCHASER(S)

\_\_\_\_\_  
日期/Date：

保證修繕缺漏函  
Defects Warranty Letter

附件 I  
Appendix I

發展項目名稱及地址 Name and address of the Development

映樂 - 九龍青山道 233 號\*\*

The Harmonie - No. 233 Castle Peak Road, Kowloon\*\*

本物業 The Property	Flat 單位 Floor 樓
---------------------	--------------------

\*\*此臨時門牌號數有待發展項目落成時確認。 \*\*This provisional street number is subject to confirmation when the Development is completed.

賣方 Vendor: 市區重建局 Urban Renewal Authority (作為「擁有人」 as "Owner")\*

Avion Investment Limited (作為「如此聘用的人」 as "Person So Engaged")

買方 Purchaser:

本函是有關閣下購買該物業之事宜。在閣下按照閣下與市區重建局(「擁有人」)簽訂之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從擁有人買入該物業及成為該物業之註冊業主為前提下, Avion Investment Limited(「如此聘用的人」), 即獲擁有人聘用作統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士, 在不影響閣下於正式合約下之權利的前提下, 將於收到閣下於住宅物業買方可於發展項目的成交日的滿意紙或轉讓同意書發出日(以較早者計)起計 24 個月內(「時限」) 向如此聘用的人發出的書面通知後, 在合理地切實可行的範圍內盡快自費就該物業(但不包括園景(如有)及盆栽(如有)) (正常損耗除外) 欠妥之處(而該欠妥之處並非由任何人之行為或疏忽造成)作出補救, 惟前提是:

We refer to your purchase of the Property. Subject to and conditional upon your completion of the purchase of the Property directly from Urban Renewal Authority (the "Owner"), in all aspects in accordance and in compliance with the formal Agreement for Sale and Purchase made between you and the Owner ("ASP") and becoming the registered owner of the Property, Avion Investment Limited (the "Person So Engaged"), the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development, is prepared to, without affecting your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 24 months from the date of issuance of the certificate of compliance or consent to assign in respect of the Development (whichever is earlier) (the "Time Limit"), remedy any defects (fair wear and tear excepted) to the Property (excluding the landscape area (if any) and potted plants (if any)) caused otherwise than by the act or neglect of any person, provided that:

- 閣下須盡快在時限內書面通知如此聘用的人有關該物業的欠妥之處, 該欠妥之處應為在合理檢查下可以被確定。  
You shall give prompt written notice to the Person So Engaged within the Time Limit specifying the defects to the Property that should be ascertainable upon reasonable inspection.
- 如此聘用的人當收到於時限內發出的書面通知後, 須要在合理地切實可行的範圍內, 盡快自費(由其承包商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。如此聘用的人不須因此責任而向任何人士承擔任何因未能使用該物業或其在售樓說明書中列出之裝置、裝修物料及設備的損失或其相應而生的損失。  
The Person So Engaged shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served within the Time Limit, remedy the defects stated therein. The Person So Engaged shall not by reason of this obligation be liable to any person(s) for any consequential loss or any loss of use of the Property or any fittings, finishes or appliances therein specified in the Sales Brochure.
- 此項責任不包括任何正常損耗、園景(如有)、盆栽(如有)。  
This obligation does not cover any fair wear and tear, landscape area (if any), potted plants (if any).
- 按照本函的條款和條件賦予閣下之權利或利益只屬閣下個人的, 不得轉讓及不得轉移。當閣下出售/轉讓該物業或簽訂有關協議, 該等權利及利益將會自動終止。如此聘用的人在任何情況下均不須向閣下之轉購人、被提名人或承讓人負責。  
The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically when you sell/transfer or contract to sell/transfer the Property. In any event the Person So Engaged shall not be liable to your sub-purchaser(s), nominee(s) or assignee(s).
- 此項責任是在完全無損如此聘用的人及買賣雙方基礎及純為如此聘用的人之良好商譽而提供。為免生疑問, 如此聘用的人無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對如此聘用的人於此項責任有任何爭議, 如此聘用的人享有最終及具約束力的決定權。  
This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Person So Engaged. For the avoidance of doubt, the Person So Engaged bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to this obligation of the Person So Engaged herein mentioned, the decision of the Person So Engaged shall be final and binding on you.
- 在無損上述條款的通用性為前提下, 此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞, 且如此聘用的人不會對因不恰當使用或管理造成、和因閣下未能及時通知如此聘用的人而加深的損壞作出執修。若閣下把該等有欠妥之處的標的物改動、重新安置或變更或更改、出售或丟棄, 此項責任將會終止。  
Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Person So Engaged is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Person So Engaged. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.



7. 如此聘用的人的責任須符合一項先決條件，即買方須讓如此聘用的人及/或其授權代表合理地進入該物業。  
This obligation of the Person So Engaged is conditional on the Purchaser giving to the Person So Engaged and/or its authorized representative reasonable access to the Property.
8. 本函獨立於有關該物業之臨時買賣合約（「臨時合約」）及正式合約，其任何內容均不取代、更改或變更臨時合約或正式合約中任何條款或條件。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘如此聘用的人未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款及條件並受其約束。  
This letter is independent of the Preliminary Agreement for Sale and Purchase of the Property ("PASP") and ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Person So Engaged fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and the ASP.
9. 凡與本函任何條款及條件有關的任何爭議，概由如此聘用的人享有最終決定權。  
In case of any dispute in relation to any terms and conditions of this letter, the Person So Engaged shall have the right of final decision.
10. 各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）強制執行本函下任何條款，並且同意排除該條例對本函的適用。  
The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this letter shall be excluded from the application of that Ordinance.
11. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。  
The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

經適當及仔細考慮本函內容後，我/我們同意接受本函所有條款及條件並受其約束。

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

買方簽署  
Purchaser's Signature

經授權恒基物業代理有限公司簽署  
（其為如此聘用的人之銷售代理人）  
Authorized Signature(s) for and on behalf of Henderson Property  
Agency Limited (as sales agent of Person So Engaged)

日期 Date:

日期 Date:

Note 備註:

- \* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。
- "Person So Engaged" means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

**有關室外冷氣機之確認函**  
**Acknowledgement Letter relating to Outdoor Air-Conditioning Units**

**附件 J**  
**Appendix J**

發展項目名稱及地址 Name and address of the Development

映榮 - 九龍青山道 233 號\*\*

The Harmonie - No. 233 Castle Peak Road, Kowloon\*\*

本物業 The Property	Flat 單位 Floor 樓
---------------------	--------------------

\*\*此臨時門牌號數有待發展項目落成時確認。 \*\* This provisional street number is subject to confirmation when the Development is completed.

賣方 Vendor : 市區重建局 Urban Renewal Authority (作為「擁有人」 as "Owner")\*  
Avion Investment Limited (作為「如此聘用的人」 as "Person So Engaged" )

買方 Purchaser : \_\_\_\_\_

1. 本物業的室外空調機放置於本物業毗連的或外在的冷氣機平台上，其在附圖顯示並標記相應的單位號碼，以供識別。  
The outdoor air-conditioning unit(s) of the Property is/are placed on the air-conditioner platform(s) adjoining the Property or outside the Property, which is/are, for identification purpose only, shown and marked the corresponding flat number on the plan(s) attached hereto.
2. 附圖經簡化處理，僅供參考。發展項目所有圖則以屋宇署、地政總署及/或相關政府部門最終批准之圖則為準。  
The attached plan(s) is/are simplified and is/are for reference only. All plans of the Development are subject to the final approval of the Buildings Department, the Lands Department and/or relevant Government Authorities.
3. 我／我們明白我／我們將會全權負責本物業室外冷氣機及其配套設備之保養及維修，及我／我們並可能須自費委任經管理人批核的承辦商進行該保養及維修。  
I/We understand that I/we shall be solely responsible for the maintenance and repair of the said outdoor air-conditioning unit(s) of the Property and its/their ancillary equipment, and I/we may be required to appoint the Manager's approved contractor to effect such maintenance and repair at my/our own costs.
4. 本物業毗連的或外在的冷氣機平台上將會放置一部或多部室外冷氣機(不論是為本物業而設，或是為其他住宅單位而設)。室外冷氣機的放置可能在熱量、噪音及/或其他方面對本物業的享用造成影響。有關放置室外冷氣機的位置，請參閱附圖。  
One or multiple outdoor air-conditioning unit(s) (either serving the Property or other residential flat(s)) will be placed on the air-conditioner platform(s) adjoining the Property or outside the Property. The placement of the outdoor air-conditioning unit(s) may affect the enjoyment of the Property in terms of heat, noise and/or other aspects. Regarding the locations for placement of the outdoor air-conditioning units, please refer to the plan(s) attached hereto.
5. 我／我們對上述事項無任何反對，並不得因此或就此在本物業之買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。  
I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase in respect of the Property.
6. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。  
The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

買方簽署 Purchaser's Signature

日期 Date :

Note 備註:

- \* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。
- ~ "Person So Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

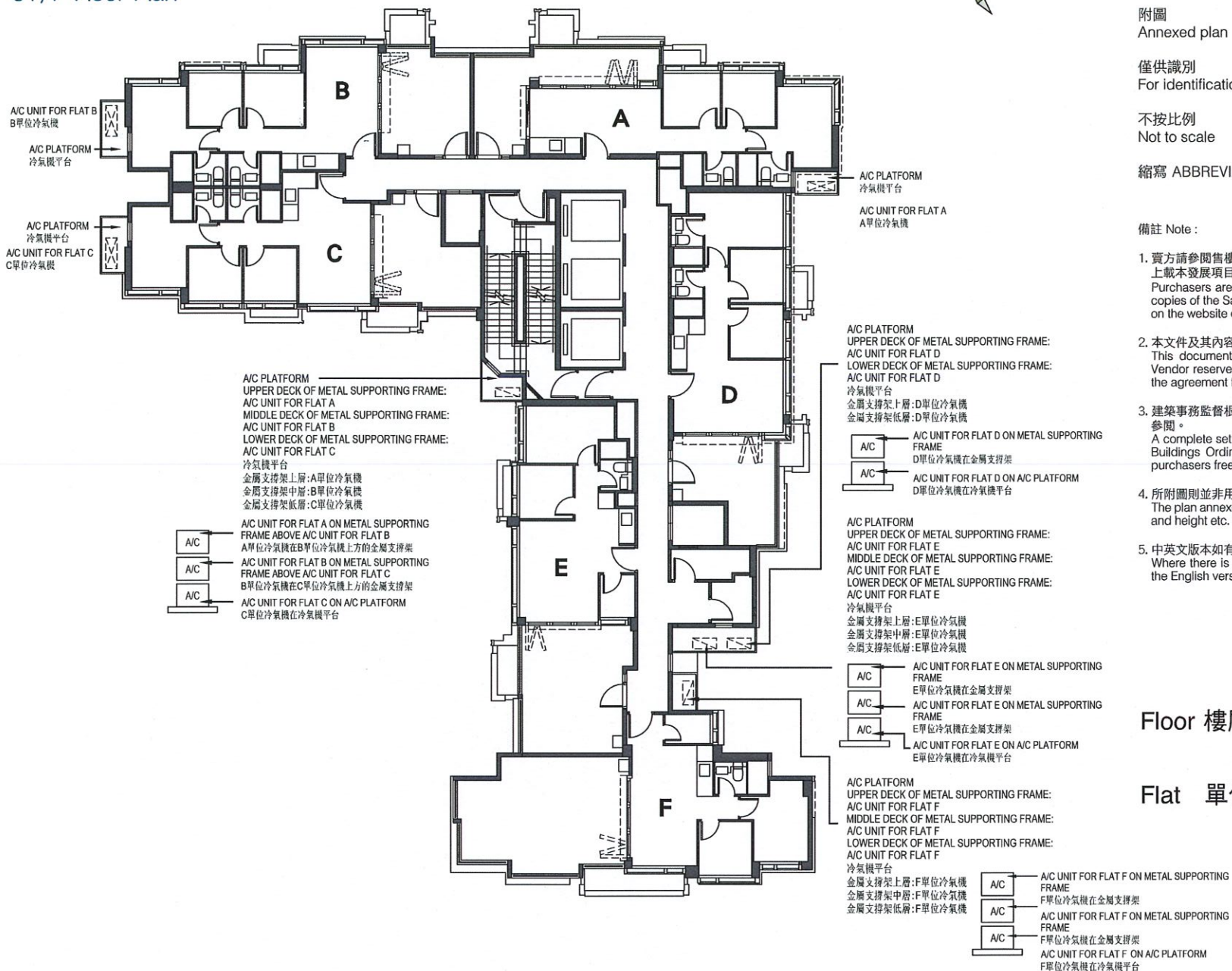


# 有關室外冷氣機之確認函

## Acknowledgement Letter relating to Outdoor Air-Conditioning Units

37樓樓面平面圖

37/F Floor Plan



附件 J  
Appendix J

THE *Harmonie*  
映築

附圖  
Annexed plan

僅供識別  
For identification purpose only

不按比例  
Not to scale

縮寫 ABBREVIATION : A/C UNIT = 冷氣機 AIR-CONDITIONING UNIT

備註 Note :

- 賣方請參閱售樓說明書所載之詳情。售樓說明書、價單及成交紀錄冊之電子版本，已上載本發展項目之網址：[www.theharmonie.com.hk](http://www.theharmonie.com.hk)  
Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brochure, Price List(s) and Register of Transactions are available on the website of the Development: [www.theharmonie.com.hk](http://www.theharmonie.com.hk)
- 本文件及其內容僅供參考，賣方保留權利按買賣合約改動建築圖則。  
This document and the information contained herein are for reference only. The Vendor reserves the right to alter the building plans in accordance with the terms of the agreement for sale and purchase.
- 建築事務監督根據《建築物條例》批准之全套最新建築圖則可於售樓處供準買家免費參閱。  
A complete set of latest building plans approved by the Building Authority under the Buildings Ordinance is available in the sales office for inspection by prospective purchasers free of charge.
- 所附圖則並非用作顯示上述住宅物業的設計、佈局、方向、位置、大小和高度等。  
The plan annexed is not used for showing the design, layout, orientation, location, size and height etc. of the aforesaid residential property.
- 中英文版本如有歧義，以英文版本為準。  
Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail.

Floor 樓層: \_\_\_\_\_

Flat 單位: \_\_\_\_\_

**個人資料收集聲明 (市區重建局及 Avion Investment Limited)**  
**Personal Information Collection Statement (Urban Renewal Authority and Avion Investment Limited)**

**附件 K**  
**Appendix K**

發展項目名稱及地址 Name and address of the Development :

映樂 – 九龍青山道 233 號\*\*

The Harmonie – No. 233 Castle Peak Road, Kowloon\*\*

本物業 The Property	Flat 單位	Floor 樓	Residential Parking Space / Residential Motor Cycle Parking Space No. 地庫 1 層第	on B1/F 號住宅車位 / 住宅電 單車車位
---------------------	---------	---------	---	--------------------------------

\*\* 此臨時門牌號數有待發展項目落成時確認。 \*\*This provisional street number is subject to confirmation when the Development is completed.

賣方 Vendor:     市區重建局 Urban Renewal Authority                   (作為「擁有人」, as “Owner”)\*  
                          Avion Investment Limited                   (作為「如此聘用的人」, as “Person So Engaged”)^

買方 Purchaser: \_\_\_\_\_

**收集閣下的個人資料**

**Collection of your personal information**

市區重建局 及 Avion Investment Limited (統稱「我們」) 為提供服務及產品 (包括處理閣下的物業交易), 需要閣下不時向我們或我們的代理人提供閣下的個人資料及詳情。若沒有所需的資料及詳情, 我們可能無法提供閣下要求的服務及產品。

From time to time, it is necessary for you to supply Urban Renewal Authority and Avion Investment Limited (collectively, “we”, “us” or “our”) or our agent(s) with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

我們亦可能產生及編製有關閣下的資料。閣下提供的或我們不時產生及編製有關閣下的個人資料及詳情統稱為「閣下資料」。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as “Your Information”.

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(第 486 章)(「私隱條例」)的權利。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance (Cap. 486) (“Privacy Ordinance”).

**閣下資料可能被市區重建局及 Avion Investment Limited 用作的用途**

**Purposes for which Your Information may be used by Urban Renewal Authority and Avion Investment Limited**

我們可能不時使用閣下資料作下列一個或多個用途：

We may use Your Information for one or more of the following purposes from time to time :

- (i) 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;  
Handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通, 與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;  
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;
- (iii) 處理閣下就服務、產品、會籍或利益的申請或要求;  
Handling your applications or requests for services, products, memberships or benefits;
- (iv) 促進物業管理及保安;  
Facilitating property management and security;
- (v) 進行統計研究和分析 (統計研究及分析結果將不會揭露閣下的身分);  
Conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (vi) 與閣下溝通;  
Communicating with you;
- (vii) 調查及處理投訴;  
Investigating and handling complaints;
- (viii) 預防或偵測非法或可疑活動; 及  
Preventing or detecting illegal or suspicious activities; and
- (ix) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。  
Making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

閣下資料可能被 Avion Investment Limited 用作的用途

## Purposes for which Your Information may be used by Avion Investment Limited

Avion Investment Limited 可能不時使用閣下資料作下列一個或多個用途：

Avion Investment Limited may use Your Information for one or more of the following purposes from time to time：

- (i) 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）；及  
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; and
- (ii) 促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部份）。  
Marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below).

## 轉移閣下資料

### Transfer of Your Information

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部份所限。閣下資料可能被轉移至香港境內或境外：

To facilitate the above-mentioned purposes, we may transfer or disclose Your Information to the following parties within or outside Hong Kong, but any transfer or disclosure of Your Information to others for their use in direct marketing will be subject to the following "Use of Your Information in direct marketing" section. Your Information may be transferred within or outside Hong Kong to:

- (i) Avion Investment Limited 的任何有聯繫法團；  
Any associate corporation(s) of Avion Investment Limited;
- (ii) 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；  
Any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；  
Any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) 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；  
Any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士；及  
Any person involved in your property transaction; and
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。  
Any person to whom we are required to make disclosure under law, court order, direction, code or guideline applicable in or outside Hong Kong.

## 在直接促銷中使用閣下資料

### Use of Your Information in direct marketing

(i)除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，或(ii)除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

就直接促銷，我們有意：

In connection with direct marketing, we intend：

- (a) 使用我們不時收集、產生、編製或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；  
To use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) 向閣下促銷以下類別的服務及產品：  
To market the following classes of services and products to you：
  - (1) 市區重建局 或 Avion Investment Limited 或其任何有聯繫法團提供的物業或物業發展項目；  
Properties or property developments offered by Urban Renewal Authority or Avion Investment Limited or any of its associated corporation(s);
  - (2) 市區重建局 或 Avion Investment Limited 或其任何有聯繫法團提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；  
Services and products offered by Urban Renewal Authority or Avion Investment Limited or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services);
  - (3) 市區重建局 或 Avion Investment Limited 或其任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及  
Offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Urban Renewal Authority or Avion Investment Limited or any of its associated corporation(s); and
  - (4) 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；  
Donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

(c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予 Avion Investment Limited 的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

In return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of Avion Investment Limited for their use in direct marketing the classes or services and products described in (b) above.

如閣下 不欲 我們如上所述在直接促銷中使用閣下資料或向其他人提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加入剔號（「✓」）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in “Access to and correction of Your Information” section below to opt out from direct marketing at any time.

#### 查閱及改正閣下資料

#### Access to and correction of Your Information

閣下有權根據私隱條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，市區重建局 的地址為香港皇后大道中 183 號中遠大廈 26 樓及 Avion Investment Limited 的地址為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。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Privacy Ordinance. Any data access request or data correction request may be made in writing to Urban Renewal Authority at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road, Central, Hong Kong and Avion Investment Limited at 71/F – 76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

根據私隱條例中的條文，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

In accordance with the provisions of the Privacy Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

\*\*\*\*\*

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有關的資訊。本人明白本人有權在下列方格內加上剔號（「✓」）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（「✓」），市區重建局 及 Avion Investment Limited 或會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（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部份。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Urban Renewal Authority and Avion Investment Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in “Use of Your Information in direct marketing” section above.

- ☐ 請不要向本人發送直接促銷資料。  
Please do NOT send direct marketing information to me.
- ☐ 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。  
Please do NOT provide my personal data to other persons for their use in direct marketing.

買方簽署 Purchaser's Signature

日期 Date :

Note 備註:

- \* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。
- ^ “Person So Engaged” means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

發展項目名稱及地址 Name and address of the Development

映築 - 九龍青山道 233 號\*\*

The Harmonie - No. 233 Castle Peak Road, Kowloon\*\*

本物業 The Property	Flat 單位	Floor 樓	Residential Parking Space / Residential Motor Cycle Parking Space No. 地庫 1 層第	on B1/F 號住宅車位/ 住宅電單車車位
---------------------	---------	---------	---	------------------------------

\*\*此臨時門牌號數有待發展項目落成時確認。 \*\*This provisional street number is subject to confirmation when the Development is completed.

賣方 Vendor: 市區重建局 Urban Renewal Authority (作為「擁有人」 as "Owner")\*  
Avion Investment Limited (作為「如此聘用的人」 as "Person So Engaged")^

買方 Purchaser: \_\_\_\_\_

#### 收集閣下的個人資料

#### Collection of your personal information

恒基物業代理有限公司(「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

From time to time, it is necessary for you to supply Henderson Property Agency Limited ("we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

我們亦可能產生及編製有關閣下的資料。閣下提供的或我們不時產生及編製有關閣下的個人資料及詳情統稱為「閣下資料」。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(第 486 章)(「私隱條例」)的權利。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance (Cap. 486) ("Privacy Ordinance").

#### 閣下資料可能被恒基物業代理有限公司用作的用途

#### Purposes for which Your Information may be used by Henderson Property Agency Limited

我們可能不時使用閣下資料作下列一個或多個用途：

We may use Your Information for one or more of the following purposes from time to time :

- (i) 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；  
Handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；  
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;
- (iii) 處理閣下就服務、產品、會籍或利益的申請或要求；  
Handling your applications or requests for services, products, memberships or benefits;
- (iv) 促進物業管理及保安；  
Facilitating property management and security;
- (v) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；  
Conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (vi) 與閣下溝通；  
Communicating with you;
- (vii) 調查及處理投訴；  
Investigating and handling complaints;
- (viii) 預防或偵測非法或可疑活動；及  
Preventing or detecting illegal or suspicious activities; and
- (ix) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。  
Making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

閣下資料可能被恒基物業代理有限公司用作的用途

Purposes for which Your Information may be used by Henderson Property Agency Limited

恒基物業代理有限公司可能不時使用閣下資料作下列一個或多個用途：

Henderson Property Agency Limited may use Your Information for one or more of the following purposes from time to time：

- (i) 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）；及  
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; and
- (ii) 促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部份）。  
Marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below).

#### 轉移閣下資料

##### Transfer of Your Information

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部份所限。閣下資料可能被轉移至香港境內或境外：

To facilitate the above-mentioned purposes, we may transfer or disclose Your Information to the following parties within or outside Hong Kong, but any transfer or disclosure of Your Information to others for their use in direct marketing will be subject to the following "Use of Your Information in direct marketing" section. Your Information may be transferred within or outside Hong Kong to:

- (i) 恒基物業代理有限公司的任何有聯繫法團；  
Any associate corporation(s) of Henderson Property Agency Limited;
- (ii) 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；  
Any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；  
Any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) 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；  
Any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士；及  
Any person involved in your property transaction; and
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。  
Any person to whom we are required to make disclosure under law, court order, direction, code or guideline applicable in or outside Hong Kong.

#### 在直接促銷中使用閣下資料

##### Use of Your Information in direct marketing

(i) 除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，或(ii)除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

就直接促銷，我們有意：

In connection with direct marketing, we intend：

- (a) 使用我們不時收集、產生、編製或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；  
To use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) 向閣下促銷以下類別的服務及產品：  
To market the following classes of services and products to you：
  - (1) 恒基物業代理有限公司 或其任何有聯繫法團提供的物業或物業發展項目；  
Properties or property developments offered by Henderson Property Agency Limited or any of its associated corporation(s);
  - (2) 恒基物業代理有限公司 或其任何有聯繫法團提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；  
Services and products offered by Henderson Property Agency Limited or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services);
  - (3) 恒基物業代理有限公司 或其任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及  
Offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Henderson Property Agency Limited or any of its associated corporation(s); and
  - (4) 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；  
Donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;



(c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予恒基物業代理有限公司的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

In return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of Henderson Property Agency Limited for their use in direct marketing the classes or services and products described in (b) above.

如閣下 不欲 我們如上所述在直接促銷中使用閣下資料或向其他人提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加入剔號（「✓」）行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in “Access to and correction of Your Information” section below to opt out from direct marketing at any time.

#### 查閱及改正閣下資料

#### Access to and correction of Your Information

閣下有權根據私隱條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，恒基物業代理有限公司的地址為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。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Privacy Ordinance. Any data access request or data correction request may be made in writing to Henderson Property Agency Limited at 71/F – 76/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong.

根據私隱條例中的條文，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

In accordance with the provisions of the Privacy Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

\*\*\*\*\*

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有關的資訊。本人明白本人有權在下列方格內加上剔號（「✓」）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（「✓」），恒基物業代理有限公司或會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（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部份。

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

- ☐ 請不要向本人發送直接促銷資料。  
Please do NOT send direct marketing information to me.
- ☐ 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。  
Please do NOT provide my personal data to other persons for their use in direct marketing.

買方簽署 Purchaser's Signature

日期 Date :

Note 備註:

- \* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。
- ^ “Person So Engaged” means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

## 買方/介紹人聲明

### 第一部分 - 買方聲明

附件 M

Appendix M

物業：「映築」(後稱「發展項目」)\_\_\_\_\_樓\_\_\_\_\_室(後稱「上述單位」)

賣方：市區重建局(作為「擁有人」)\*  
Avion Investment Limited(作為「如此聘用的人」)^

備註：

\* 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

賣方代理：恒基物業代理有限公司(後稱「恒物」)(作為賣方就出售上述單位事宜所指派的代理人)

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

介紹人：(公司名稱)\_\_\_\_\_ 商業登記證：\_\_\_\_\_  
地址：\_\_\_\_\_ 電話：\_\_\_\_\_  
介紹人公司負責職員的姓名：\_\_\_\_\_ 身份證號碼：\_\_\_\_\_  
(上述介紹人公司、上述介紹人公司負責職員、以及上述介紹人公司所有其他有參與介紹買方的職員，後統稱「介紹人」)

就買方向賣方購買上述單位的事宜，買方現作出下列聲明及確認：—

- (一) 買方乃經由介紹人之介紹購買上述單位。
- (二) 買方知悉恒物為獲賣方授權、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) 介紹人身份只是於出售發展項目住宅單位一事中介紹買家給賣方。
- (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編號\_\_\_\_\_。
- (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/介紹人的職員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/介紹人的職員的個人行為，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纏繞或糾紛(包括，但不限於，上述第(六)段提及的介紹人/介紹人的職員的行為)，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。上述單位之買賣交易嚴格依據臨時買賣合約及正式合約進行。
- (八) 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- (九) 賣方並無授權中介人向買方收取任何費用及佣金。如中介人擅自向買方收取任何費用及佣金，賣方將不會(而中介人在此亦同意賣方將不會繳付)中介人繳付有關上述物業任何費用或佣金。
- (十) 買方不反對賣方/恒物支付佣金予介紹人。
- (十一) 如本文件之中英文文本有任何歧義，一切以英文文本為準。

買方簽署\_\_\_\_\_

買方身份證/護照/商業登記證號碼：\_\_\_\_\_

二零 年 月 日



## 第二部分 - 介紹人聲明

介紹人：\_\_\_\_\_ (公司名稱) (後稱「介紹人」)

物業：「映築」(後稱「發展項目」)\_\_\_\_\_樓\_\_\_\_\_室 (後稱「上述單位」)

賣方：市區重建局 (作為「擁有人」)\*  
Avion Investment Limited (作為「如此聘用的人」)^

備註：

\* 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

賣方代理：恒基物業代理有限公司 (後稱「恒物」) (作為賣方就出售上述單位事宜所指派的代理人)

買方：\_\_\_\_\_ 身份證/護照/商業登記證號碼：\_\_\_\_\_  
(後稱「買方」)

介紹人現作出下列聲明及確認：

- (一) 介紹人身份只是於出售發展項目住宅單位一事中介紹買家給賣方。恒物為獲賣方授權、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。
- (二) 介紹人的職員於陪同買方登記及/或選購發展項目的單位時，必須(1)出示其身分證，(2)出示其附有相片之職員證，及(3)提供其公司名片，讓恒物職員核對及記錄。如介紹人的職員所提供以上之個人資料不詳，則介紹人於該宗交易的佣金將不被計算及支付。
- (三) 介紹人承諾介紹人及其職員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/或其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/或其職員的個人行為，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，介紹人並非恒物或賣方就出售、推介發展項目上述單位之代理人。
- (四) 買方與介紹人之任何纏繞或糾紛 (包括，但不限於，上述第三款提及的介紹人/介紹人的職員的行為)，概與恒物/賣方無涉。如任何人 (包括買方或其代理人) 因介紹人/其職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出 (或由他人代其提出) 申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物/賣方作出彌償。
- (五) 如本文件之中英文文本有任何歧義，一切以英文文本為準。

介紹人 (由其負責人) 簽署：\_\_\_\_\_

介紹人的職員身份證號碼 / 地產代理牌照號碼：\_\_\_\_\_

二零 年 月 日

## Buyer's / Introducer's Declaration

附件 M  
Appendix M

### PART I – Buyer's Declaration

**Property** : "The Harmonie" (referred to below as "Development") Floor \_\_\_\_\_ Flat \_\_\_\_\_  
(referred to below as "the said unit")

**Vendor** : Urban Renewal Authority (as "Owner")\*  
Avion Investment Limited (as "Person So Engaged")^

Note:  
\* "Owner" means the legal or beneficial owner of the Property.  
^ "Person So Engaged" means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing of the Development.

**Vendor's Agent:** Henderson Property Agency Limited (referred to below as "HPAL") (as the agent appointed by Vendor in relation to matters concerning the sale of the said unit)

**Purchaser** : (Name of the individual / Name of company) \_\_\_\_\_  
ID Card / Passport/ Business Registration No. \_\_\_\_\_  
(referred to below as "Purchaser")

**Introducer** : \_\_\_\_\_ (Company Name) Business Registration No. \_\_\_\_\_  
Address \_\_\_\_\_ Tel No. \_\_\_\_\_

Name of the responsible staff of Introducer \_\_\_\_\_ ID Card No. \_\_\_\_\_  
(the said introducer, the abovenamed responsible staff of the said introducer and all other staff of the said introducer involved in the introduction of the Purchaser are referred to below collectively as "Introducer")

Regarding the matter of the purchase of the said unit by the Purchaser from the Vendor, the Purchaser hereby makes the following declarations and confirmation:

1. The Purchaser is introduced by the Introducer to purchase the said unit.
2. The Purchaser acknowledges that HPAL is the agent authorised and appointed by Vendor to handle all matters concerning the transaction of the sale of the said unit to the Purchaser on behalf of the Vendor.
3. The Introducer's role is simply to introduce purchaser(s) to the Vendor in the sale of residential units in the Development.
4. The Purchaser knows and acknowledges that HPAL as Vendor's agent is responsible for accepting payment of deposit by Purchaser, and signing the Preliminary Agreement for Sale and Purchase No. \_\_\_\_\_ on behalf of Vendor with Purchaser.
5. The Introducer has not made any representation, declaration or undertaking on behalf of HPAL / Vendor to Purchaser. The Purchaser has obtained from Vendor 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 the Introducer / Introducer's staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information to the Purchaser during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of the Introducer / Introducer's staff, and HPAL / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by the Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of Vendor or HPAL in respect of the sale and promotion of the said unit.
7. Any dealing or dispute between the Purchaser and the Introducer (including but not limited to the acts of the Introducer / Introducer's staff referred to in paragraph 6 above) does not concern or involve HPAL / Vendor, and the Purchaser 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 the Purchaser and the Introducer, and Purchaser shall not seek indemnification or reduction of purchase price of the said unit from HPAL/Vendor because of such dealing or dispute between Purchaser and Introducer. The sale and purchase of the said unit shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
8. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
9. The Vendor did not and will not authorize the Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fees or commissions from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property.
10. The Purchaser does not object to the payment of commission to the Introducer by Vendor / HPAL.
11. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.

Purchaser's Signature \_\_\_\_\_  
Purchaser's ID / Passport / B. R. No. \_\_\_\_\_  
Date: \_\_\_\_\_

## **PART II - Introducer's Declaration**

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

**Property** : **"The Harmonie"** (referred to below as **"Development"**) Floor \_\_\_\_\_ Flat \_\_\_\_\_  
(referred to below as **"the said unit"**)

**Vendor** : Urban Renewal Authority (as **"Owner"**)\*  
Avion Investment Limited (as **"Person So Engaged"**)^

Note

\* "Owner" means the legal or beneficial owner of the Property.

^ "Person So Engaged" means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development

**Vendor's Agent:** Henderson Property Agency Limited (referred to below as **"HPAL"**) (as the agent appointed by Vendor in relation to matters concerning the sale of the said unit)

**Purchaser** : \_\_\_\_\_

ID Card No. / Passport No. / Business Registration No. \_\_\_\_\_  
(referred to below as **Purchaser**)

The Introducer hereby makes the following declarations and confirmation:

1. The Introducer's role is simply to introduce purchaser(s) to the Vendor in the sale of residential units in the Development. HPAL is the agent authorised and appointed by Vendor to handle all matters concerning the transaction of the sale of the said unit to the Purchaser on behalf of the Vendor.
2. When the responsible staff of Introducer accompanies Purchaser to proceed with registration and/or purchase of unit(s) of the Development, such staff of Introducer must (1) show his/her Identity Card, (2) show his/her staff card with his/her photo affixed thereon, and (3) provide his/her name card, for verification and recording of such information by staff of HPAL. If the above personal information provided by the staff of the Introducer is inadequate, no commission will be calculated and paid to the Introducer in respect of such sale and purchase transaction.
3. The Introducer undertakes that the Introducer and its staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to the Purchaser during the course of promoting the said unit. If the Introducer and/or its staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of the Introducer and/or its staff, and HPAL / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of HPAL or Vendor in respect of the sale and promotion of the said unit of the Development.
4. Any dealing or dispute between the Purchaser and the Introducer (including but not limited to the acts of the Introducer / Introducer's staff referred to in paragraph 3 above) does not concern or involve HPAL / Vendor. If any person (including Purchaser or its agent) makes any claim (or via other person makes any claim) in respect of any misrepresentations, false statements, false declarations, false undertakings or any dissemination of false or misleading information by the Introducer or its staff, the Introducer shall indemnify HPAL / Vendor in respect of such claim as well as any fees, losses, damages or expenses paid, suffered or incurred by HPAL / Vendor relating to and arising from such claim.
5. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.

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

\_\_\_\_\_  
ID No. / Estate Agent's Licence No. of responsible staff of Introducer \_\_\_\_\_

Date:

## 第一部分 - 買方聲明

購買單位:「**映築**」(後稱「發展項目」)\_\_\_\_\_樓\_\_\_\_\_室(後稱「上述單位」)

賣方 : 市區重建局(作為「擁有人」)\*  
Avion Investment Limited(作為「如此聘用的人」)^

備註:

\* 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ 「如此聘用的人」指擁有人聘用以統籌和監督發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

代理 : 「恒基物業代理有限公司」(後稱「恒物」)(就出售上述單位事宜賣方所指派的代理人)

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

介紹人 : (公司名稱) 恒基物業代理有限公司 商業登記證: 22095089

地址: 香港中環金融街8號國際金融中心二期73樓 電話: 29088111

介紹人公司負責職員的姓名: \_\_\_\_\_ 身份證號碼: \_\_\_\_\_

(上述介紹人公司、上述介紹人公司負責職員、以及上述介紹人公司所有其他有參與向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(作為賣方代理人)/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(作為賣方代理人)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編號\_\_\_\_\_。
- (五) 介紹人並無代恒物(作為賣方代理人)/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/介紹人的職員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/介紹人的職員的個人行為,恒物(作為賣方代理人)/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料(如有的話)負上任何責任。
- (七) 買方與介紹人之任何纏綿或糾紛(包括,但不限於,上述第(六)段提及的介紹人/介紹人的職員的行為),概與恒物(作為賣方代理人)/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(作為賣方代理人)/賣方索取彌償或要求減價。
- (八) 買方不反對賣方/恒物(作為賣方代理人)支付佣金予介紹人。

買方簽署\_\_\_\_\_

買方身份證/護照/商業登記證號碼:\_\_\_\_\_

二零 年 月 日

介紹人：恒基物業代理有限公司(公司名稱)(後稱「介紹人」)

購買單位：「**映築**」(後稱「發展項目」)\_\_\_\_\_樓\_\_\_\_\_室(後稱「上述單位」)

賣方：市區重建局(作為「擁有人」)\*  
Avion Investment Limited(作為「如此聘用的人」)^

備註：

\* 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

買方：\_\_\_\_\_身份證/護照/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代理人，後稱「恒物」)  
(作為賣方代理人)/賣方要求，作出下列聲明及確認：

- (一) 介紹人的職員於陪同買方登記及/或選購發展項目的單位時，必須(1)出示其身分證，(2)出示其附有相片之職員證，及(3)提供其公司名片，讓恒物(作為賣方代理人)職員核對及記錄。如介紹人的職員所提供以上之個人資料不詳，則介紹人於該宗交易的佣金將不被計算及支付。
- (二) 介紹人承諾介紹人及其職員在推介上述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/或其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/或其職員的個人行為，恒物(作為賣方代理人)/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料(如有的話)負上任何責任。
- (三) 如任何人(包括買方或其代理人)因介紹人/其職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出(或由他人代其提出)申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物(作為賣方代理人)/賣方作出彌償。

介紹人(由其負責人)簽署：\_\_\_\_\_

介紹人的職員身份證/地產代理牌照號碼：\_\_\_\_\_

二零\_\_\_\_年\_\_\_\_月\_\_\_\_日

**PART I – Buyer's Declaration**

**Unit purchased:** “The Harmonie” (referred to below as “Development”) Floor \_\_\_\_\_ Flat \_\_\_\_\_  
(referred to below as “the said unit”)

**Vendor :** Urban Renewal Authority (as “Owner”)\*  
Avion Investment Limited (as “Person So Engaged”)^

Note:

\* “Owner” means the legal or beneficial owner of the Property.

^ “Person So Engaged” means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing of the Development.

**Agent :** “Henderson Property Agency Limited” (referred to below as “HPAL”) is the agent appointed by Vendor in relation to matters concerning the sale of the said unit

**Purchaser:** (Name of the individual / Name of company) \_\_\_\_\_  
ID Card No. / Passport No. / Business Registration No. \_\_\_\_\_  
(referred to below as “Purchaser”)

**Introducer:** Henderson Property Agency Limited (Company Name) Business Registration No. 22095089  
Address 73/F, Two IFC, 8 Finance Street, Central, H.K. Tel No. 2908 8111  
Name of the responsible staff of Introducer \_\_\_\_\_ ID Card No. \_\_\_\_\_  
(the said introducer, the abovenamed responsible staff of the said introducer and all other staff of the said introducer involved in promoting the said unit to Purchaser are referred to below collectively as “Introducer”)

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

1. Purchaser is introduced by Introducer to purchase the said unit.
2. Purchaser acknowledges that HPAL is the agent authorised and appointed by Vendor to handle all matters concerning the transaction of the sale of the said unit to Purchaser on behalf of Vendor.
3. Introducer, as middleman between Vendor / HPAL (as Vendor's Agent) and Purchaser, promotes the said unit to Purchaser in its capacity as middleman.
4. Purchaser knows and acknowledges that HPAL as Vendor's Agent is responsible for accepting payment of deposit by Purchaser, and signing the Preliminary Agreement for Sale and Purchase No. \_\_\_\_\_ on behalf of Vendor with Purchaser.
5. Introducer has not made any representation, declaration or undertaking on behalf of HPAL (as Vendor's agent) / Vendor to Purchaser. Purchaser has obtained from Vendor 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 / Introducer's staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information to Purchaser during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of Introducer / Introducer's staff, and HPAL (as Vendor's Agent) / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer / Introducer's staff.
7. Any dealing or dispute between Purchaser and Introducer (including but not limited to the acts of Introducer / Introducer's staff referred to in paragraph 6 above) does not concern or involve HPAL (as Vendor's Agent) / Vendor, and Purchaser 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 and Introducer, and Purchaser shall not seek indemnification or reduction of purchase price of the said unit from HPAL (as Vendor's Agent) / Vendor because of such dealing or dispute between Purchaser and Introducer.
8. Purchaser does not object to the payment of commission to Introducer by Vendor / HPAL (as Vendor's Agent) .

Purchaser's Signature \_\_\_\_\_  
Purchaser's ID / Passport / B. R. No. \_\_\_\_\_  
Date: \_\_\_\_\_

**PART II - Introducer's Declaration**

**(HPAL)**

**Introducer** : Henderson Property Agency Limited (Company Name) (referred to below as **"Introducer"**)

**Unit purchased** : **"The Harmonic"** (referred to below as **"Development"**) Floor \_\_\_\_\_ Flat \_\_\_\_\_  
(referred to below as **"the said unit"**)

**Vendor** : Urban Renewal Authority (as **"Owner"**)\*  
Avion Investment Limited (as **"Person So Engaged"**)^

Note:

\* "Owner" means the legal or beneficial owner of the Property.

^ "Person So Engaged" means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing of the Development.

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

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

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

1. When the responsible staff of Introducer accompanies Purchaser to proceed with registration and/or purchase of unit(s) of the Development, such staff of Introducer must (1) show his/her Identity Card, (2) show his/her staff card with his/her photo affixed thereon, and (3) provide his/her name card, for verification and recording of such information by staff of HPAL (as Vendor's Agent). If the above personal information provided by the staff of Introducer is inadequate, no commission will be calculated and paid to Introducer in respect of such sale and purchase transaction.
2. Introducer undertakes that Introducer and its staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to Purchaser during the course of promoting the said unit. If Introducer and/or its staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of Introducer and/or its staff, and HPAL (as Vendor's Agent) / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer / Introducer's staff.
3. If any person (including Purchaser 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 or its staff, Introducer shall indemnify HPAL (as Vendor's Agent) / Vendor in respect of such claim as well as any fees, losses, damages or expenses paid, suffered or incurred by HPAL (as Vendor's Agent) / Vendor relating to and arising from such claim.

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

\_\_\_\_\_  
ID No. / Estate Agent's Licence No. of responsible staff of Introducer \_\_\_\_\_

Date:

**Declaration Regarding No Intermediary**  
關於並無中介人的聲明

**附件 M**  
**Appendix M**

Vendor 賣方	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)* Avion Investment Limited (as "Person So Engaged" 作為「如此聘用的人」)^		
Development 發展項目	The Harmonie – No. 233 Castle Peak Road, Kowloon** 映築 – 九龍青山道 233 號** **This provisional street number is subject to confirmation upon completion of the Development. **此臨時門牌號碼有待發展項目落成時確認。		
Property 物業	Floor 樓層	Flat 單位	Residential Parking Space / Residential Motor Cycle Parking Space 住宅車位/住宅電單車車位
Purchaser(s) 買方			
I.D. / Passport / B.R. No. 身份證 / 護照 / 商業登 記證號碼			
Date 日期			

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

1. The Purchaser has attended the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly from the Vendor without the introduction or referral of Henderson Property Agency Limited and any other intermediary.  
買方已到售樓處直接向賣方購買並簽署購買上述物業的臨時買賣合約，並無恒基物業代理有限公司及任何其他中介人介紹或轉介。
2. The Vendor and their staff has not collected and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.  
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.  
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註:

\* "Owner" means the legal or beneficial owner of the Property. 「擁有人」指該物業的法律上的擁有人或實益擁有人。

^ "Person So Engaged" means the person who is engaged by the owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。



買方的重要通知

Important Notice To Purchasers

附件 N  
Appendix N

發展項目名稱及地址 Name and address of the Development

映翠 - 九龍青山道 233 號\*\*

The Harmonie - No. 233 Castle Peak Road, Kowloon\*\*

本物業 The Property	Flat 單位	Floor 樓	Residential Parking Space / Residential Motor Cycle Parking Space No. 地庫 1 層第	on B1/F 號住宅車位/ 住宅電單車車位
---------------------	---------	---------	---	------------------------------

\*\*此臨時門牌號數有待發展項目落成時確認。 \*\*This provisional street number is subject to confirmation when the Development is completed.

- I. 香港律師會要求全港律師執行打擊清洗黑錢措施，如果閣下同時委託賣方律師提供法律服務，閣下必須在簽署正式買賣合約前提供以下文件及資料給賣方律師： -

The Law Society of Hong Kong requires all solicitors in Hong Kong to adopt anti-money laundering procedures and the following documents and information have to be provided by you to the vendor's solicitors prior to the signing of the formal Agreement for Sale and Purchase if you also instruct them to act for you in your purchase of the property :-

(a) 個別人士 For Individual

- 身份證明文件之正本，如香港身份證或（如非香港居民）附有相片之護照  
Original identification document such as Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon
- 地址證明文件之正本，如三個月內之水、電、煤或電話繳費單或銀行月結單  
Original address proof such as utility bills, rates demand note or bank statement within the last 3 months
- 職業或商業詳細資料，如商業名片、職員證或僱主證明信  
Particulars of occupation or business such as name card, staff card or employer's reference letter
- 購買物業之資金來源 - 閣下將會被要求披露除銀行貸款以外的資金來源  
Source of Fund - other than bank loans, you will be asked the source of fund for your purchase of the property

(b) 公司 For Company

- 法律狀況文件，如公司註冊證書及（如適用）商業登記證之正本  
Documents of legal status such as original Certificate of Incorporation and (if applicable) Business Registration Certificate
- 該公司於公司註冊處存檔之最新周年申報表、現任董事登記文件及股東資料副本  
Copy of latest Annual Return or register of current directors and shareholders filed with Companies Registry
- 董事會決議案授權委託人代表公司向律師提供指示之正本  
Original board resolution authorising the person giving instruction
- 委託人身份證明文件之正本，如香港身份證或（如非香港居民）附有相片之護照  
Original identification document of person giving instruction such as Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon
- 董事會議決授權代表簽署正式買賣合約之決議案之正本  
Original board resolution authorizing the signatory signing the formal Agreement for Sale and Purchase
- 簽署正式買賣合約之授權代表之香港身份證之正本或（如非香港居民）附有相片之護照之正本  
Original Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon of the authorized signatory for signing of the formal Agreement for Sale and Purchase
- 實益擁有人或控制權結構  
Detail of beneficial ownership or control structure
- 一位公司董事（最好是執行董事/常務董事）之香港身份證之副本，或（如非香港居民）附有相片之護照之副本  
Copy of Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon of one of the directors (preferably executive/managing director)
- 所有最終利益持有人之香港身份證之副本，或（如非香港居民）附有相片之護照之副本（最終利益持有人即指任何個人成員持有或操控該公司之股本或投票權多於 25%）  
Copy of Hong Kong Identity Cards or (for non-Hong Kong residents) passports with photographs thereon of the ultimate beneficial owners, i.e., any individual who ultimately owns or controls more than 25% of the shares or voting rights in the company
- 購買物業之資金來源 - 公司委託人必須披露除銀行貸款以外的資金來源  
Source of Fund - other than bank loans, you will be asked the source of fund for the purchase of the property

2. 在前往賣方律師樓簽署正式買賣合約之同時，請帶同上述第一項適用於閣下的所述文件，並向賣方律師提供有關資料，如閣下未能提供以上文件及資料，賣方律師可拒絕為閣下提供法律服務，而閣下必須另聘閣下的律師，所有因此而產生的延誤及損失賣方律師概不負責。

Please be reminded to bring the aforesaid documents mentioned in paragraph 1 above which are applicable to you and to disclose the information required when attending the vendor's solicitors' office to sign the formal Agreement for Sale and Purchase. If otherwise, the vendor's solicitors may refuse to act for you and you will have to appoint your own solicitors in which case the vendor's solicitors shall not be liable for any loss or delay that you may suffer as a result thereof.

3. 以上要求適用於臨時買賣合約所列之所有買家。

The above requirements apply to all purchasers named in the preliminary agreement for sale and purchase.