

TENDER DOCUMENT NO. 41

招標文件第 41 號

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

公開招標承投購買物業

Tenders are invited for the purchase of the property(ies) in
現招標承投購買以下發展項目之物業

THE KNIGHTSBRIDGE (“Development”),
22 Shing Fung Road, Kowloon, Hong Kong
香港九龍承豐道 22 號
天瀧（「發展項目」）

(being the specified residential property(ies) offered to be sold by way of tender as set out in the Information on Sales Arrangements No. 41 in respect of the Development (as the same may be revised by the Vendor from time to time) (“**Sales Arrangements**”))
(即在有關發展項目「銷售安排資料第 41 號」(及賣方不時對其作出的修改)(「**銷售安排**」)中列明以招標方式出售的指明住宅物業)

(collectively, “**Property(ies) for Tender**”)
(以上物業統稱為「**招標物業**」)

(UNLESS THE PROPERTY(IES) FOR TENDER IS/ARE WITHDRAWN OR SOLD BEFORE THE TENDER CLOSING DATE AND TIME)
(但若在招標截止日期及時間之前招標物業已被撤回或出售則除外)

Tender commences at the tender commencement date and time applicable to the property(ies) for tender as set out in the Sales Arrangements (“Tender Commencement Date and Time”) and closes at the tender closing date and time applicable to the property(ies) for tender as set out in the Sales Arrangements (“Tender Closing Date and Time”).

招標開始日期及時間為載於銷售安排適用於招標物業的招標開始日期及時間(「招標開始日期及時間」)而招標截止日期及時間為載於銷售安排適用於招標物業的招標截止日期及時間(「招標截止日期及時間」)。

Tenders must be submitted on the specified **Form of Tender** (in the form contained in Part 3 of this Tender Document) between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled “**The Knightsbridge Tender Box**” placed at (i) Shop 10, 1/F, The Knightsbridge, No. 22 Shing Fung Road, Kai Tak, Kowloon **OR** (ii) 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, in a sealed

plain envelope and clearly marked on the outside of the envelope with the words “**Tender for THE KNIGHTSBRIDGE**”.

投標須採用指定的**投標表格**(本招標文件第 3 部分的格式)，放入普通信封內封密，信封面須清楚註明「**天瀧投標書**」，並於招標開始日期及時間至招標截止日期及時間期間提交至擺放於(i)九龍啟德承豐道 22 號天瀧一樓 10 號舖或(ii)香港中環港景街 1 號國際金融中心一期 31 樓並標示為「**天瀧投標箱**」的投標箱內。

Contact Details 聯絡資料：

<u>Vendor 賣方</u>	<u>Vendor's Solicitors 賣方律師</u>	<u>Vendor's Agent 賣方代理人</u>
MARBLE EDGE INVESTMENTS LIMITED 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong 香港九龍觀塘道 348 號宏利廣場 5 樓	1. KAO, LEE & YIP (高李葉律師行) 17th Floor, Gloucester Tower, The Landmark, Central, Hong Kong 香港中環置地廣場 告羅士打大廈 17 樓 Tel 電話: 2844-4888 Fax 傳真: 2810-0620 2. BAKER & MCKENZIE (貝克•麥堅時律師事務所) 14 th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong 香港鰂魚涌英皇道 979 號 太古坊一座 14 樓 Tel 電話: 2846-1888 Fax 傳真: 2845-0476 3. GRANDALL ZIMMERN LAW FIRM (國浩律師(香港)事務所) 14 th Floor, The Hong Kong Club Building, 3A Chater Road, Central, Hong Kong 香港中環遮打道 3A 號 香港會所大廈 14 樓 Tel 電話: 2526-8008 Fax 傳真: 2801-4580	HENDERSON PROPERTY AGENCY LIMITED (恒基物業代理有限公司) Shop 10, 1/F, The Knightsbridge, No. 22 Shing Fung Road, Kai Tak, Kowloon 九龍啟德承豐道 22 號天瀧 一樓 10 號舖 <u>Contact 聯絡人</u> Mr. Mark Hahn 韓家輝先生 Tel 電話: 8200-8838 Fax 傳真: 2234-7869

PART 1: TENDER NOTICE

第 1 部分：招標公告

1. **MARBLE EDGE INVESTMENTS LIMITED** (the “**Vendor**”) invite tenders for the purchase of the Property(ies) for Tender on the terms and conditions contained in this Tender Notice, and the Conditions of Sale (the “**Conditions of Sale**”) and the Form of Tender (the “**Form of Tender**”) contained in Part 2 and Part 3 of this Tender Document respectively.

MARBLE EDGE INVESTMENTS LIMITED (「賣方」) 現按照本招標公告；及本招標文件第2部分及第3部分內的出售條款(「出售條款」)及投標表格(「投標表格」)所訂明的條款及條件招標購買招標物業。

2. (a) The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.

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。

- (b) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property(ies) for Tender from sale or to sell or dispose of the Property(ies) for Tender or any part of it/them to any person.

賣方保留權利在接受任何投標書之前的任何時候，撤回招標物業不予出售，或將招標物業或其任何部份出售予任何人士。

- (c) The Vendor has the absolute right to change the Tender Closing Date and Time from time to time by amending the Sales Arrangements.

賣方有絕對權利及酌情決定權透過修改銷售安排不時更改招標截止日期及時間。

3. Tenderers should note the following:-

投標者須注意以下事項：

- (a) Each tenderer shall submit a separate tender for each of the Property(ies) for Tender he offers to purchase. The specified residential property offered to be purchased by the tenderer as set out in the Form of Tender is hereinafter referred to as the “**Property**”.

每位投標者須就每個其提出要約購買的招標物業提交一份投標書。投標者在投標表格提出要約購買的指明住宅物業以下稱為「本物業」。

- (b) Every tenderer should obtain independent legal advice on the terms and conditions of the Tender Document (include this Tender Notice, the Conditions of Sale and the Form of Tender) before he submits his tender.

遞交其投標書前，每位投標者應就招標文件(包括本招標公告、出售條款及投標表格)的條款及條件尋求獨立法律意見。

- (c) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase of the Property (“**Agreement**”) 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.

中標者可委託自己的獨立律師代其就以下事宜行事：(i) 本物業的正式買賣合約(「**正式合約**」)，及 (ii) 其後本物業的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

- (d) The Vendor’s Solicitors do not act for any tenderers in the process of this tender.

賣方律師在本投標過程中並不代表任何投標者。

- (e) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the contact detail(s) of his principal including the contact details of the contact person(s) of his principal. Where the tenderer signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal’s and agent’s or attorney’s HKID/Passport shall be submitted with the Form of Tender to the satisfaction of the Vendor.

以投標者身份簽署投標表格的人士須被視作為主事人，除非他於投標表格中披露他僅以代理人或獲授權人的身份行事(如屬此等情況，他亦須於投標表格中披露其主事人的姓名、地址及聯絡資料，包括其主事人聯絡人的聯絡資料)。若投標者以代理人或獲授權人的身份為主事人簽署投標表格，作為投標者簽署投標表格的人士將藉着送達投標表格被視為已向賣方保證他已得到主事人的授權填寫、簽署及遞交投標表格。委託代理人或獲授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或獲授權人的香港身份證/護照複印本，須隨投標表格一併遞交，以使賣方滿意。

- (f) No person who is not *sui juris* shall be entitled to submit a tender.

無行為能力之人士無權遞交投標書。

- (g) If a tenderer and the Close Relative(s) (as defined below) (whether in the sole name(s) of the Close Relative(s) or jointly with anyone else) submit separate tenders for more than one Properties for Tender (each tender conforming to the requirements set out in paragraphs 4 to 5 below) and they wish to be awarded

the tenders only if the Vendor accepts **ALL** the tenders submitted by them, the tenderer and the Close Relative(s) must clearly indicate the same in each Form of Tender submitted by the tenderer and the Close Relative(s). If not, the tenders submitted by the tenderer and the Close Relative(s) will be separately considered by the Vendor. For the purpose of this sub-paragraph, “Close Relative” shall mean the spouse, parent, child, brother, sister, grandparent or grandchild of a tenderer (or any one individual comprising the tenderer). The Vendor reserves the right to request the tenderer to provide documentary evidence for proof of the relevant relationships to the satisfaction of the Vendor.

若一名投標者及親屬（定義見下文）（以親屬之個人名義或與其他人士聯名）就多於一個招標物業分別遞交投標書（每份投標書均符合以下第4至5段的要求）並希望賣方一併接受投標者及親屬所遞交的**所有**投標書，投標者及親屬必須在每份投標表格分別清楚表明相關資料。否則，賣方將獨立考慮每份由投標者及親屬遞交的投標書。就本分段而言，「親屬」是指投標者（或其中一位組成投標者的人士）的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫及孫女以及外孫及外孫女。賣方保留權利要求投標者提供使賣方滿意的文件以證明相關關係。

4. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** duly completed and signed by the tenderer (without any amendment) and submitted together with all the documents set out in paragraph 5 below;

採用由投標者填妥並簽署的**投標表格**(未經修改)並連同所有在下文第5段列明的文件一併遞交；

- (b) enclosed in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for THE KNIGHTSBRIDGE**”; and

放入普通信封內封密，信封面須清楚註明「**天瀧投標書**」；及

- (c) placed in the Tender Box labelled “**The Knightsbridge Tender Box**” placed at (i) Shop 10, 1/F, The Knightsbridge, No. 22 Shing Fung Road, Kai Tak, Kowloon **OR** (ii) 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, between the Tender Commencement Date and Time and the Tender Closing Date and Time. In case a black rainstorm warning signal or a typhoon signal no.8 or above is hoisted between the Tender Commencement Date and Time and the Tender Closing Date and Time on a particular date, no submission of tender shall be made on that particular date and any tender submitted on that particular date will be disregarded.

於招標開始日期及時間至招標截止日期及時間期間提交至擺放於(i)九龍啟德承豐道22號天瀧一樓10號舖**或(ii)**香港中環港景街1號國際金融中心一期31樓並標示為「**天瀧投標箱**」的投標箱內。如於任何一日的招標開始日期及時間至招標截止日期及時間期間發出黑色暴雨警告或八號或以

上颱風信號，當日將不設遞交投標書及任何於當日所遞交之投標書均不作受理。

5. A tenderer must also submit with his tender the following:-

投標者在遞交投標書時，必須同時附上以下文件：

- (a) Cashier's order(s) and, if applicable, cheque(s) issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance in favour of "**Kao, Lee & Yip Solicitors**" for the sum equivalent to 5% of the Purchase Price (the said cheque(s) is/are accepted only if the total amount of payment by cashier's order(s) is not less than **HK\$600,000**);

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票及(如適用)支票，抬頭寫「**高李葉律師行**」，其金額相等於樓價之 5% (只有在以銀行本票支付的總金額不少於**港幣 600,000 元**之情況下，賣方才會接納支票)；

- (b) If the tenderer is individual(s), a copy of the Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer;

以個人名義投標者，每一位投標人的香港身份證／護照影印副本；

- (c) If the tenderer is a company incorporated in Hong Kong: (i) a copy of the Business Registration Certificate of the tenderer; (ii) a copy of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of the tenderer; (iii) a copy of the latest annual return of the tenderer; (iv) a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender; and (v) a copy of Notice of Change of Company Secretary and Director (Appointment/Cessation) (Form ND2A) of the tenderer (if applicable);

以在香港註冊成立的公司名義投標者: (i) 投標公司的公司商業登記證影印副本; (ii) 投標公司董事的香港身份證／護照影印副本; (iii) 投標公司最近之周年申報表影印副本; (iv) 投標公司授權簽署投標表格的會議記錄的影印副本;及(v) 投標公司更改公司秘書及董事通知書（委任／停任）（表格ND2A）的影印副本（如適用）；

- (d) If the tenderer is a company incorporated outside Hong Kong: (i) original up-to-date legal opinion issued by a qualified lawyer practising the laws of the place of incorporation of the tenderer confirming that the tenderer is validly subsisting and has legal capacity to purchase land/property in Hong Kong and, for such purpose, enter into agreement(s) and assignment(s) of the Property, (ii) original up-to-date Certificate of Good Standing or (if applicable) original certificate of similar effect and nature of the tenderer, (iii) original up-to-date Certificate of Incumbency showing the current shareholder(s) and director(s) or (if applicable) original certificate of similar effect and nature of the tenderer, (iv) a copy of Certificate of Incorporation of the tenderer or (if applicable) a copy of a certificate of similar effect and nature of the tenderer, (v) (if applicable) a copy of current Business Registration Certificate issued by the

Hong Kong Government to the tenderer, (vi) copy(ies) of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of the tenderer, and (vii) a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender;

以在香港以外地方註冊成立的公司名義投標者: (i) 由具投標公司的註冊地法律執業資格的律師發出最新的法律意見書的正本，以證明投標公司現正存續及有法律行為能力購買香港土地/物業並為承投購買本物業而簽立合約及轉讓契；(ii) 投標公司最新的良好存續證明書的正本、或(如適用)具有類似效力及性質的證明書的正本；(iii) 投標公司最新的董事在職證明書的正本，以顯示投標公司的現任股東及董事名單、或(如適用)具有類似效力及性質的證明書的正本；(iv) 投標公司的公司註冊證書的影印副本、或(如適用)具有類似效力及性質的證書的影印副本；(v) (如適用)由香港政府向投標公司發出有效的商業登記證的影印副本；(vi) 投標公司董事的香港身份證/或護照的影印副本；及(vii) 投標公司授權簽署投標表格的會議記錄的影印副本；

- (e) If the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent's or attorney's HKID/Passport;

若投標表格是由代理人或獲授權人簽署，主事人委託代理人或獲授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或獲授權人的香港身份證/護照複印本；

- (f) A copy of the (i) licence; (ii) Hong Kong Identity Card; and (iii) name card of the estate agent appointed by the tenderer (if any); and a copy of the Business Registration Certificate of the company of such estate agent;

投標者委任之地產代理(如有)的: (i)牌照影印副本; (ii) 香港身份證影印副本; 及(iii) 名片影印副本；及該地產代理所屬公司的商業登記證影印副本；

- (g) A "Warning to Purchasers" (in the form annexed hereto as **Appendix A**) duly signed by the tenderer;

已由投標者簽署的「對買方的警告」(按照**附件A**所列的格式)；

- (h) A "Letter of Confirmation of relationship" (in the form annexed hereto as **Appendix B**) duly signed by the tenderer;

已由投標者簽署的「有關關係的確認函」(按照**附件B**所列的格式)；

- (i) (if applicable) A "Buyer's / Introducer's Declaration" (in the form annexed hereto as **Appendix C**) duly signed by the tenderer and the introducer;

(如適用) 已由投標者及介紹人簽署的「買方/介紹人聲明」(按照**附件C**所列的格式)；

- (j) A “Personal Information Collection Statement” (in the form annexed hereto as **Appendix D**) duly signed by the tenderer;

已由投標者簽署的「個人資料收集聲明」(按照**附件D**所列的格式)；

- (k) An “Acknowledgement Letter regarding Priority to Purchase Residential Parking Space(s) in the Development” (in the form annexed hereto as **Appendix E**) duly signed by the tenderer; and

已由投標者填簽署的「優先購買發展項目內住宅停車位的確認函」(按照**附件E**所列的格式)；及

- (l) A “Vendor’s Information Form” in respect of the Property in the form annexed hereto as **Appendix H**) duly signed by the tenderer.

已由投標者簽署的有關本物業之「賣方資料表格」(按照**附件 H** 所列的格式)。

Note: Please DO NOT DATE any of the documents mentioned in paragraphs 5(g) to 5(l) above.

註：請勿為上述第 5(g)至 5(l) 段所述的任何文件填上日期。

6. All cashier’s order(s) or cheque(s) 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’s order(s) and cheque(s) submitted therewith will be treated as the Preliminary Deposit (as defined in the Conditions of Sale) and applied in part payment of the Purchase Price. All other cashier’s order(s) or cheque(s) will be returned by ordinary post at the sole risk of the tenderers, within a period of 14 calendar days after the Acceptance Period specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

在賣方就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或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票將視作臨時訂金(定義見出售條款)，並用以支付售價的部份款項。所有其他銀行本票或支票將於下文第8條訂明的承約期間完結起計14個曆日內，以平郵方式郵遞至投標表格所載之地址以退還予不成功的投標者，一切郵遞涉及之風險由相關投標者承擔。

7. Any amendments to and in a tender may cause the tender to be disqualified.

如投標書中的內容有任何修改，或會令投標者喪失資格。

8. 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, each of the tenderers agrees that his tender 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 Conditions of Sale and the Form of Tender within thirty (30) calendar days after the

Tender Closing Date and Time (the “Acceptance Period”).

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和時間後的三十(30)個曆日內(「**承約期間**」)按照本招標公告、出售條款和投標表格所訂明的條款及條件隨時接納。

9. (a) If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the “**Purchaser**”).

投標如獲接納，中標者即成為本物業買方(「**買方**」)。

- (b) The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the correspondence address in Hong Kong or registered office stated in his Form of Tender on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received by the Purchaser on the second working day (as defined in the Conditions of Sale) after the day of posting.

買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書將會按投標表格內指明的香港通訊地址或註冊辦事處以專人送達及/或通過郵遞方式投寄予買方。接納書在投寄後的第2個工作日(定義見出售條款)將被視作為買家已經妥為收到。

- (c) The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the formal Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection between the Tender Commencement Date and Time and the Tender Closing Date and Time at (i) Shop 10, 1/F, The Knightsbridge, No. 22 Shing Fung Road, Kai Tak, Kowloon **OR** (ii) 31/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

在接納書的日期後的五(5)個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約而不能對其作出任何改動或修訂。正式合約的標準格式可於招標開始日期及時間至招標截止日期及時間期間於(i)九龍啟德承豐道22號天瀧一樓10號舖或(ii)香港中環港景街1號國際金融中心一期31樓審閱。為免生疑問，買方將被視作為已經審閱正式合約的標準格式，並且買方接受正式合約而不得作出修訂。

- (d) Where the Purchaser is a company, the Purchaser shall not make or permit any change in any of the directorship or shareholding of the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price and (if applicable) further part payment of purchase price payable upon signing of the Agreement.

如買方為公司，於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份樓價價款及(如適用)加付部份樓價價款前不得變更或容許變更公司之董事或股東或其持股量。

10. 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 Conditions of Sale, the Form of Tender and any other documents annexed to the Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's Agent.

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、出售條款、投標表格及任何其他夾附於招標文件之文件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，請聯絡賣方代理人。

11. 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 Conditions of Sale or the Form of Tender 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 Conditions of Sale or the Form of Tender.

賣方任何人員或代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均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、出售條款或投標表格的一部份。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、出售條款或投標表格所訂明的任何條款或條件。

12. Tenderers may refer to the sales brochure for details of the Property.

投標者可參閱售樓說明書以取得本物業的詳情。

13. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.

如投標者多於一人，所有投標者須負有共同及個別的責任。

14. Time shall in all respects be of the essence.

時間在各方面均為要素。

15. Except for provisions required to be contained pursuant to the Residential Properties (First-hand Sales) Ordinance (Cap.621) (of which both the Chinese version and the English version shall have the same effect), in the event of any discrepancy between the English and Chinese versions of this Tender Notice, the Conditions of Sale, the Form of Tender, and any other documents annexed to this Tender Document, the English version shall prevail.

除《一手住宅物業銷售條例》（第 621 章）規定須載有的條文（該等條文的中

文版和英文版具同等效力) 外，如本招標公告、出售條款、投標表格及任何其他夾附於本招標文件之文件的英文文本與中文文本有任何不一致，一概以英文文本為準。

[END OF PART 1: TENDER NOTICE]

[第1部分：招標公告完結]

PART 2: CONDITIONS OF SALE

第 2 部分：出售條款

In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein. The Tender submitted by the Purchaser and the Letter of Acceptance shall constitute a binding agreement (“**Preliminary Agreement**”) between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price set out in the Form of Tender (“**Purchase Price**”) and on the terms and conditions contained in this Preliminary Agreement.

招標公告定義的詞語在本出售條款中具有相同含義。買方提交的投標書連同接納書構成賣方與買方就買賣本物業的有約束力的協議(「**臨時合約**」)。賣方須以投標表格所訂明的樓價(「**樓價**」)並按照本臨時合約所載的條款及條件出售本物業，而買方須以樓價並按照本臨時合約所載的條款及條件購買本物業。

1. In this Preliminary Agreement:-
在本臨時合約中—
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
“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；
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) the floor area of an item under clause (a) of Schedule 1 to these Conditions of Sale is calculated in accordance with section 8(3) of that Ordinance; and
本出售條款附表 1 的 (a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) the area of an item under clause (b) of Schedule 1 to these Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
本出售條款附表 1 的 (b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s Solicitors as stakeholder.
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。
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
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。
6. The Purchase Price shall be paid by the Purchaser to the Vendor according to the payment terms selected by the Purchaser in the Form of Tender (“**Payment Terms**”) by way of cashier’s order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s solicitors.
買方須按投標表格內訂明的付款方式(「**付款方式**」)向賣方支付樓價。樓價必須以香港持牌銀行所發出並以賣方律師作抬頭人的本票或核證可以兌現的支票支付。
7. The Purchaser shall attend the office of the Vendor’s solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) during office hours together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay all sums as being due on signing of the Agreement (if any); and (iii) to pay all stamp duties payable on the Preliminary Agreement and the Agreement.
買方須於接納書的日期後的 5 個工作日內攜帶招標文件及接納書於辦公時間內到賣方律師的辦事處(若買方自行聘請律師，則到有關律師行)辦理下列手續(按：必須嚴守所訂日期)：(i)簽署賣方代表律師所訂定之標準正式合約而不得作出修改；(ii)支付在簽署正式合約之時須支付之款項(如有)；及(iii)同時支付就正式合約應付之所有印花稅。
8. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) this Preliminary Agreement is terminated; and
本臨時合約即告終止；及
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
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。
9. The measurements of the residential property comprising the Property are set out in Schedule 1 to these Conditions of Sale.
構成物業一部分的住宅物業的量度尺寸見出售條款的附表 1。
10. The sale and purchase of the Property includes the fittings, finishes and appliances which are set out in Schedule 2 to these Conditions of Sale.

物業的買賣所包括的裝置、裝修物料及設備見出售條款的附表 2。

11. 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.
在不損害《物業轉易及財產條例》(第 219 章)第 13 條及第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
12. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 below and fully understands its contents.
買方確認已收到以下第 13 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。
13. For the purposes of clause 12 above, the following is the "Warning to Purchasers"—
就上述第 12 條而言，「對買方的警告」內容如下—
 - (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。
14. (a) This Preliminary Agreement is personal to the Purchaser, and the Purchaser

shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

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

- (b) Where the Purchaser is a company, the Purchaser shall not make or permit any change in any of the directorship or shareholding of the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price and (if applicable) further part payment of purchase price payable upon signing of the Agreement.

如買方為公司，於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份樓價價款及(如適用)加付部份樓價價款前不得變更或容許變更公司之董事或股東或其持股量。

- (c) 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.

賣方並不接受買方任何獲授權人、受託人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。

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

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

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

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

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

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

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

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

16. 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.
有關本臨時合約及/或正式合約及/或其後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。
17. Subject to the approval of the Building Authority, the Vendor(s) hereby shall be at liberty to amend the building plans.
賣方有權修改圖則，但須經屋宇署批准。
18. On completion of the sale and purchase of the Property:-
當完成本物業的買賣時：
 - (a) The Purchaser shall accept an Assignment of the Property subject to and with the benefit of the DMC; and
在受公契的規定約束且享有公契的利益的前提下，買方須接受本物業的轉讓契；及
 - (b) The Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which are payable in respect of the Property (including but not limited to management fees payable in respect of the residential unit comprised in the Property) under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.
買方須向發展項目的管理人支付或向賣方付還 (如賣方已向管理人支付任何相關款項) 所有按金及預支款項、特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶的按金中其應付的部分，以及向發展項目的公共部分供應公共設施的按金中其應付的部分，以及在公契規定或依據公契就本物業需要支付的其它款項 (包括但不限於就組成本物業的住宅單位需要支付的管理費)。買方須付還賣方其已支付的任何該等款項，無論該等按金、預支款項、供款或其它款項在公契下是否可作轉讓或予退還。
19. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
本物業乃屬《印花稅條例》(第 117 章)第 29A(1)條所註釋之住宅用途物業。
20. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約內所訂之日期必須嚴格遵守。

21. The Purchaser will have to agree with the Vendor in the Agreement to the effect that if the Vendor, at the request of the Purchaser under an agreement for sale and purchase, agrees (at its own discretion) to cancel the Agreement or the obligations of the Purchaser under the Agreement, the Vendor is entitled to retain the sum of 10% of the total purchase price of the Property specified in the Agreement 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.
買方必須於正式合約中向賣方同意訂明如賣方經簽署正式合約之買方要求，並同意〔由賣方酌情決定〕取消正式合約或買方於正式合約中之責任，賣方有權保留訂明於正式合約中本物業樓價百分之十之金額及買方將額外支付或償還〔視情況而定〕就取消正式合約賣方的所有律師費，費用及開支〔包括印花稅〕。
22. The sale and purchase of the Property shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the Completion Date (as provided in the Form of Tender).
本物業的買賣須在成交日期(於投標表格內訂明)或之前，於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止的期間)內，在賣方律師的辦事處完成。
23. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand 買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之狀況，且 接受本物業及其內之裝置、裝修物料及設備之現狀。
24. Upon termination of this Preliminary Agreement in accordance with clause 8 above or at any time before the Agreement is executed, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his/her/its behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
若本臨時合約按上述第 8 條或在簽署正式合約前被終止，如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄把本臨時合約在土地註冊處內之登記或記錄撤銷。
25. The Purchaser shall promptly inform the Vendor in writing of any changes in correspondence address and telephone number.
買方的通訊地址及電話號碼如有任何更改，須盡速以書面通知賣方。
26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本臨時合約下任何條款，並且同意把本臨時合約排除於該條例的適用範圍，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such

exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

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

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

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(定義見該條例)可依據該條例強制執行任何該等條款時：

- (i) 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

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

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

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

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

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

SCHEDULE 1 TO THE CONDITIONS OF SALE

出售條款的附表 1

In this Schedule 1, only the measurements of the property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

本附表 1 中，只有買方根據本臨時合約購買的物業之量度尺寸適用於本臨時合約。

SCHEDULE 1 TO THE CONDITIONS OF SALE

出售條款的附表 1

In this Schedule 1, only the measurements of the property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

本附表 1 中，只有買方根據本臨時合約購買的物業之量度尺寸適用於本臨時合約。

Property: Flat B on 21/F of Tower 8 of The Knightsbridge

物業：天瀧第 8 座 21 樓 B 單位

The measurements of the Property are as follows:-

物業的量度尺寸如下:-

- (a) the saleable area of the Property is 120.590 square metres / 1,298 square feet of which-
- 本物業的實用面積為 120.590 平方米 / 1,298 平方呎，其中-
- 5.654 square meters / 61 square feet is the floor area of the balcony;
5.654 平方米 / 61 平方呎為露台的樓面面積；
- 1.500 square meters / 16 square feet is the floor area of the utility platform;
1.500 平方米 / 16 平方呎為工作平台的樓面面積；
- N/A square meters / N/A square feet is the floor area of the verandah; and
N/A 平方米 / N/A 平方呎為陽台的樓面面積；及
- (b) other measurements are:-
- 其他量度尺寸為 :-
- the area of the air-conditioning plant room is N/A square metres / N/A square feet;
空調機房的面積為 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;
窗台的面積為 N/A 平方米 / N/A 平方呎;
- the area of the cockloft is N/A square metres / N/A square feet;
閣樓的面積為 N/A 平方米 / N/A 平方呎;
- the area of the flat roof is N/A square metres / N/A square feet;
平台的面積為 N/A 平方米 / N/A 平方呎;
- the area of the garden is N/A square metres / N/A square feet;
花園的面積為 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;
停車位的面積為 N/A 平方米 / N/A 平方呎;
- the area of the roof is N/A square metres / N/A square feet;
天台的面積為 N/A 平方米 / N/A 平方呎;
- the area of the stairhood is N/A square metres / N/A square feet;
梯屋的面積為 N/A 平方米 / N/A 平方呎;
- the area of the terrace is N/A square metres / N/A square feet; and
前庭的面積為 N/A 平方米 / N/A 平方呎; 及
- the area of the yard 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。

SCHEDULE 2 TO THE CONDITIONS OF SALE
出售條款的附表 2

裝置、裝修物料及設備
Fittings, Finishes and Appliances

Internal wall
and ceiling

Typical Units and Special Units

Internal wall : Private Lift Lobby (If any) is finished with :
(a) natural stone, wood veneer, mirror, metal finish and tile to the exposed surface (Except Flat C of Tower 1) ;
(b) natural stone, wood veneer, mirror and metal finish to the exposed surface (For Flat C of Tower 1).

Living room is finished with :

- (a) emulsion paint (Applicable for all flats, except those stated below);
- (b) PU leather, wood veneer, metal, feature glass and natural stone wall (For Flat B on 20/F of Tower 3);
- (c) PU leather, wood veneer, metal, mirror and wallpaper (For Flat C on 20/F of Tower 3);
- (d) special paint, wallpaper, lacquer paint and metal (Flat A on 25/F of Tower 5);
- (e) wallpaper, wood, special paint, metal and natural stone wall (For Flat A on 30/F of Tower 7);
- (f) wood veneer, special paint, tiles and natural stone wall (For Flats A and B on 12/F of Tower 8).

Dining room is finished with :

- (a) emulsion paint, natural stone feature wall and stainless steel trims (Applicable for all flats, except those stated below);
- (b) emulsion paint (For Flat A on 33/F of Tower 1, Flat C of Tower 1, Flat B of Tower 2, Flats A and B of Tower 3 and 6 (except Flat B on 20/F of Tower 3), Flat A on 5/F-12/F, 15/F-23/F, 25/F-29/F and 31/F of Tower 7, Flat A on 31/F of Tower 8 and all flats of Harbour Mansion);
- (c) emulsion paint, natural stone wall and stainless steel trim (For Flats C and D of Tower 3, 6 and 8 (except Flat C on 20/F of Tower 3));
- (d) PU leather, wood veneer, metal, resin finish and natural stone wall (For Flat B on 20/F of Tower 3);
- (e) wood veneer, metal, mirror and feature glass (For Flat C on 20/F of Tower 3);
- (f) special paint, wallpaper, fabric, wood and emulsion paint (For Flat A on 25/F of Tower 5);
- (g) wallpaper, wood, special paint, feature glass and metal (For Flat A on 30/F of Tower 7);
- (h) Wood veneer, special paint, tiles and natural stone wall (For Flat As and B on 12/F of Tower 8).

Bedroom is finished with :

- (a) emulsion paint (Applicable for all flats, except those stated

below);

(b) emulsion paint and plastic laminate (For Master Bedroom of Flat A on 33/F of Tower 1, Flat B of Tower 1 and 7, Flats A and B of Tower 2, 5 and 7 (except Flat A on 25/F of Tower 5 and Flat A on 30/F of Tower 7), all flats of Tower 3, 6 and 8 (except Flats B and C on 20/F of Tower 3));

(c) metal, plastic laminate, feature glass and wallpaper (For Master Bedroom of Flat B on 20/F of Tower 3);

(d) PU leather, metal and wallpaper (For Bedroom 1 of Flat B on 20/F of Tower 3);

(e) wood veneer, metal and wallpaper (For Bedroom 2 of Flat B on 20/F of Tower 3);

(f) wood veneer, metal, plastic laminate and wallpaper (For Master Bedroom of Flat C on 20/F of Tower 3);

(g) wood, wallpaper, special paint, emulsion paint, metal and mirror (For Master Bedroom of Flat A on 25/F of Tower 5);

(h) wood, wallpaper, leather, metal, emulsion paint, lacquer paint and mirror (For Bedroom 1 on Flat A on 25/F of Tower 5);

(i) wood, metal, emulsion paint, fabric and mirror (For Bedroom 2 of Flat A on 25/F of Tower 5);

(j) wallpaper, emulsion paint, metal, fabric and mirror (For Bedroom 3 of Flat A on 25/F of Tower 5)

(k) Wallpaper, fabric, wood and metal (For Master Bedroom of Flat A on 30/F of Tower 7);

(l) wallpaper, wood and special paint (For Bedroom 1 of Flat A on 30/F of Tower 7);

(m) wallpaper, metal, wood and special paint (For Bedroom 2 of Flat A on 30/F of Tower 7);

(n) wood veneer, wallpaper, special paint and metal (For Master Bedroom of Flat A and B on 12/F of Tower 8);

(o) wood veneer and wallpaper (For Bedroom 2 of Flat A on 12/F of Tower 8);

(p) wood veneer and special paint (For Bedroom 2 of Flat B on 12/F of Tower 8).

Ceiling : Private Lift Lobby (If any) is finished with gypsum board false ceiling with emulsion paint.

Living room room are finished with :

(a) emulsion paint and gypsum board false ceiling with emulsion paint (Applicable for all flats, except those stated below);

(b) wallpaper, metal, emulsion paint and gypsum board false ceiling with emulsion paint (For Flat B on 20/F of Tower 3);

(c) wallpaper, emulsion paint and gypsum board false ceiling with emulsion paint (For Flat A on 25/F of Tower 5);

(d) wood, metal trim and gypsum board false ceiling with special paint and emulsion paint (For Flat A on 30/F of Tower 7);

(e) gypsum board false ceiling with special paint (For Flats A and B on 12/F of Tower 8).

Dining room are finished with :

- (a) emulsion paint and gypsum board false ceiling with emulsion paint (Applicable for all flats, except those stated below);
- (b) wallpaper, metal, emulsion paint and gypsum board false ceiling with emulsion paint (For Flat B on 20/F of Tower 3);
- (c) wallpaper, emulsion paint and gypsum board false ceiling with emulsion paint (For Flat A on 25/F of Tower 5);
- (d) wood, metal trim and gypsum board false ceiling with special paint (For Flat A on 30/F of Tower 7);
- (e) Gypsum board false ceiling with special paint (For Flats A and B on 12/F of Tower 8).

Bedroom is finished with :

- (a) emulsion paint and gypsum board false ceiling with emulsion paint (Applicable for all flats, except those stated below);
- (b) emulsion paint, gypsum board false ceiling with emulsion paint and plastic laminate (For Master Bedroom of Flat B of Tower 1, Flats A and B of Tower 2, 3, 5, 6, 7 and 8 (except Flat B on 20/F and Flat A on 33/F of Tower 3, Flat A on 33/F of Tower 6, Flat A on 30/F of Tower 7 and Flat A on 31/F of Tower 8));
- (c) emulsion paint, metal, plastic laminate and gypsum board false ceiling with emulsion paint (For Master Bedroom of Flat B on 20/F of Tower 3);
- (d) wood, emulsion paint, plastic laminate, metal trim and gypsum board false ceiling with emulsion paint (For Master Bedroom of Flat A on 30/F of Tower 7);
- (e) Gypsum board false ceiling with special paint (For Flats A and B on 12/F of Tower 8).

Internal floor **Typical Units and Special Units**

Private Lift Lobby (If any) is finished with :

- (a) natural stone and tile (Except Flat C of Tower 1) ;
- (b) natural stone (For Flat C of Tower 1).

Living room is finished with :

- (a) natural stone (Except Flat C of Tower 1 and Flats C and D of Tower 3, 6 and 8);
- (b) engineered timber flooring and natural stone border (For Flat C of Tower 1, Flats C and D of Tower 3, 6 and 8).

Dining room is finished with :

- (a) natural stone (Except Flat C of Tower 1 and Flats C and D of Tower 3, 6 and 8);
- (b) engineered timber flooring (For Flat C of Tower 1, Flats C and D of Tower 3, 6 and 8).

Bedroom is finished with :

(a) engineered timber flooring and metal trim (Applicable for all flats, except those stated below);

(b) engineered timber flooring, natural stone and metal trim (For Master Bedroom of Flat B of Tower 1, Flats A and B of Tower 2, 5 and 7, all flats of Tower 3, 6 and 8 (Except Flat A on 33/F of Tower 3 and 6 and Flat A on 31/F of Tower 8));

(c) engineered timber flooring, metal trim and natural stone border along inside edge of floor in front of door opening to utility platform (For Master bedroom of Flat A of Tower 1)

Skirting of Living room, Dining room and Bedroom are finished with :

(a) timber skirting with emulsion paint (Applicable for all flats, except those stated below);

(b) Metal skirting (For Flats B and C on 20/F of Tower 3, Flat A on 25/F of Tower 5, Flat A on 30/F of Tower 7 and Flats A and B on 12/F of Tower 8).

Door

Typical Units

Hollow-core timber doors except:

(1) fire-rated solid core timber main entrance door;

(2) fire-rated solid core timber private lift lobby door (Facing Common Lift Lobby) (If any);

(3) aluminium frame balcony door;

(4) aluminium frame utility platform door (If any);

(5) metal frame glass master bathroom door (Except Flats A and B on 12/F of Tower 8 and Flat A of Tower 1 and Flats A and B of Harbour Mansion) (If any);

(6) metal frame glass kitchen door (If any);

(7) metal frame utility room door (For Flats A and C of Harbour Mansion);

(8) aluminium lavatory door (If any).

Special Units

Hollow-core timber doors except:

(1) fire-rated solid core timber main entrance door;

(2) fire-rated solid core timber private lift lobby door (Facing Common Lift Lobby) (If any);

(3) aluminium frame balcony door (If any);

(4) aluminium frame utility platform door (If any);

(5) aluminium frame flat roof door;

(6) metal frame glass kitchen door (If any);

(7) metal frame utility room door (For Flat A of Harbour Mansion);

(8) fire-rated solid core timber utility room door (Facing Common Lift Lobby) (If any);

(9) aluminium lavatory door.

Bathroom

Typical Units and Special Units

Sanitary fitments are provided.

Wall is finished with :

(a) natural stone to the exposed surface (Applicable for all Bathroom, Bathroom 1, Bathroom 2 and Bathroom 3);

(b) natural stone and metal to the exposed surface (For Master Bathroom of Flat A of Tower 1, Flat A on 33/F of Tower 3 and 6, Flats C and D of Tower 3, 6 and 8,

Flat A on 31/F of Tower 8 and all flats of Harbour Mansion);

(c) natural stone, special glass, plastic laminate and metal to the exposed surface (For Master Bathroom of Flat B of Tower 1, Flat A of Tower 2, Flats A and B of Tower 3 and 6 (Except Flat A on 33/F of Tower 3 and 6), Flat B of Tower 7 and Flats A and B of Tower 8 (Except Flat A on 31/F of Tower 8));

(d) natural stone, plastic laminate and metal to the exposed surface (For Master Bathroom of Flat B of Tower 2, Flats A and B of Tower 5 and Flat A of Tower 7)
Wall finishes are up to the bottom level of false ceiling.

Floor is finished with natural stone to the exposed surface.

Ceiling is finished with gypsum board false ceiling with emulsion paint and aluminum false ceiling.

Lavatory
(if any)

Typical Units and Special Units

Sanitary fitments are provided.

Wall is finished with tile to the exposed surface up to the bottom level of false ceiling. Floor is finished with tile to the exposed surface. Ceiling is finished with aluminium false ceiling.

Kitchen

Typical Units and Special Units

Wall is finished with :

(a) natural stone to the exposed surface (Applicable for all flats, except those stated below);

(b) natural stone and wood veneer to the exposed surface (For Flat A on 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-32/F of Tower 1, Flat B of Tower 1, Flat A of Tower 2, Flats A and B of Tower 5, Flat B of Tower 7 and 8 and all flats of Harbour Mansion);

Wall finishes are up to the bottom level of false ceiling.

Floor is finished with :

(a) natural stone to the exposed surface (Except Flats C and D of Tower 3, 6 and 8);

(b) engineered timber flooring to the exposed surface (For Flats C and D of Tower 3, 6 and 8).

Ceiling is finished with :

(a) gypsum board false ceiling with emulsion paint and aluminium false ceiling (Except Flats C and D of Tower 3, 6 and 8);

(b) emulsion paint and gypsum board false ceiling with emulsion paint (For Flats C and D of Tower 3, 6 and 8).

Cooking bench is finished with reconstituted stone.

Other
Provisions

Typical Units

i) Gas hob (2-burners) (Except Flat A on 12/F of Tower 8), gas hob (Wok burner) (Except Flats C and D of Tower 3, 6, 8 and Flat A on 12/F of Tower 8), cooker hood (Except Flat A on 12/F of Tower 8), induction hob (For Flat B on 12/F of Tower 8), built-in steam oven with microwave (Except Flat A on 12/F of Tower 8), washer dryer, built-in fridge and/ or built-in fridge-freezer (Except Flat A on 12/F of Tower 8), wine cellar

- (Except Flat A on 12/F of Tower 8), built-in oven (Except Flats C and D of Tower 3, 6, 8, Flat C of Tower 1 and Flat A on 12/F of Tower 8), built-in food warming drawer (For Flats A and B of Tower 1 and 5, Flat A of Tower 2, Flat B of Tower 7, Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8 and Flat B on 12/F of Tower 8), built-in coffee machine (For Flats A and B of Tower 1 and 5, Flat A of Tower 2, Flat B of Tower 7, Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8 and Flat B on 12/F of Tower 8), built-in vacuum sealing drawer (For Flats A and B of Tower 1 and 5, Flat A of Tower 2, Flat B of Tower 7, Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8 and Flat B on 12/F of Tower 8), built-in electric barbecue grill (For Flat A of Tower 1 and Flats A and B of Tower 5);
- ii) Installed with exhaust fan (Except Flats C and D of Tower 3, 6, 8), thermo ventilator, cosmetics refrigerator (For Flats A and B of Tower 1, 2, 3, 5, 6 and 7, Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8 and Flat A on 12/F of Tower 8), smart mirror (For Flats A and B of Tower 1, 2, 3, 5, 6 and 7 and Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8), gas water heater, Bluetooth speaker;
 - iii) AI AirDresser (For Flats A and B of Tower 1 and 5, Flat A of Tower 2, Flat B of Tower 7, Flats A and B on 5/F-11/F, 15/F-23/F, 25/F-30/F of Tower 8 and Flat B on 12/F of Tower 8), television (For Master Bedroom of Flat B on 12/F of Tower 8);
 - iv) Television (The Frame), recessed UV-C disinfection lamp (Except Flat C of Tower 1), IP camera, smart door viewer, all for Private Lift Lobby (If any);
 - v) VRV A/C for Living Room and Dining Room, Master Bedroom, Bedroom 1 (If any), Bedroom 2 (If any), Bedroom 3 (If any), Kitchen (Except for flats with open kitchen), Store Room (If any), Utility Room (If any);
 - vi) Built-in wardrobe.

Special Units

- i) Gas hob (2-burners), gas hob (Wok burner), cooker hood, built-in steam oven with microwave, washer dryer, built-in fridge and/ or built-in fridge-freezer, wine cellar, built-in oven, built-in food warming drawer (Except Flat A of Harbour Mansion), built-in coffee machine (Except Flat A of Harbour Mansion), built-in vacuum sealing drawer (Except Flat A of Harbour Mansion), built-in electric barbecue grill (Except Flat A of Harbour Mansion), built-in dishwasher (Except Flat A of Harbour Mansion);
- ii) Installed with exhaust fan, thermo ventilator, cosmetics refrigerator (Except Flat A of Harbour Mansion), smart mirror (Except Flat A of Harbour Mansion), gas water heater, Bluetooth speaker;
- iii) AI AirDresser (Except Flat A of Harbour Mansion);

- iv) Television (The Frame), recessed UV-C disinfection lamp, IP camera, smart door viewer, all for Private Lift Lobby (If any);
- v) VRV A/C for Living Room and Dining Room, Master Bedroom, Bedroom 1, Bedroom 2, Bedroom 3 (If any), Kitchen, Utility Room;
- vi) Built-in wardrobe.

Remarks:

For the purpose of this Schedule,

“Special Units” mean Flat A on 33/F of Tower 1, 3 and 6; Flat A on 31/F of Tower 8; Flat A on 3/F and 6/F of Harbour Mansion;

“Typical Units” mean flats other than the Special Units.

PART 3: FORM OF TENDER
第3部分：投標表格

Tender for the purchase of:

Flat _____ on _____ Floor of Tower _____

of **The Knightsbridge**, 22 Shing Fung Road, Kowloon, Hong Kong (the “**Property**”) subject to the terms and conditions contained in this Form of Tender and the Tender Document of which this Form of Tender forms part (“**Tender Document**”).

** Please delete as appropriate.*

茲投標按照本投標表格及包含本投標表格的招標文件(「**招標文件**」)所載的條款及條件承購香港九龍承豐道22號天瀧

_____座 _____樓 _____單位

(「**本物業**」)。

** 請刪去不適用者。*

To: MARBLE EDGE INVESTMENTS LIMITED
(the “**Vendor**”)

致： MARBLE EDGE INVESTMENTS LIMITED
(「**賣方**」)

1. I/We (whose name(s) and address(es) specified in the Schedule 1 hereto), having read the Tender Document (including the Appendixes thereto), hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG DOLLARS

(HK\$_____) (“**Purchase Price**”) and on the terms and conditions as more particularly set out in the Tender Document. The purchase price of the Property is the amount as aforesaid which shall be paid by the Purchaser to the Vendor in the manner as follows: - see clause 2(A) below.

本人/我們(其名稱與地址載於本投標表格的附表 1)在閱讀招標文件(包括其附件)後，現按招標文件中更詳細列出的條款及條件向賣方提出要約購買本物業，樓價為港幣_____元

(港幣\$_____) (「**樓價**」)。本物業的售價如前所述，並須由買方按以下方式付予賣方：見下文第 2(A)條。

2. (A) The Purchase Price shall be paid by me/us according to the following payment plan, if

this Tender is accepted by the Vendor:-

若本投標書獲賣方接納，本人/我們將以下列付款方式支付樓價:-

☐ Payment Method A – 180-day Payment Method 付款計劃 A – 180天付款計劃		
(a)	HK\$港幣_____元	Preliminary deposit in the sum of such amount set out in the column to the left, which is equal to 5% of the Purchase Price shall be paid upon signing of the Preliminary Agreement (i.e. the date of the Letter of Acceptance). 為數為左列所述者（即樓價的5%）的臨時訂金，須於簽署臨時合約時（即接納書的日期）支付。
(b)	HK\$港幣_____元	Further deposit in the sum of such amount set out in the column to the left, which is equal to 5% of the Purchase Price shall be paid by the Purchaser within 60 days after the date of the Preliminary Agreement. 為數為左列所述者（即樓價的5%）的加付訂金，須於臨時合約日期後的 60天內由買方支付。
(c)	HK\$港幣_____元	90% of Purchase Price: being balance of the Purchase Price shall be paid by the Purchaser within 180 days after the date of the Preliminary Agreement (“Completion Date”). 樓價90%：即樓價餘款於臨時合約日期後的180天內(「成交日期」)由買方支付。
☐ Payment Method B – Flexible Payment Method 付款計劃 B – 靈活付款計劃		
(a)	HK\$港幣_____元	Preliminary deposit in the sum of such amount set out in the column to the left, which is equal to 5% of the Purchase Price shall be paid upon signing of the Preliminary Agreement (i.e. the date of the Letter of Acceptance). 為數為左列所述者（即樓價的5%）的臨時訂金，須於簽署臨時合約時（即接納書的日期）支付。

(b)	HK\$港幣_____元	Further deposit in the sum of such amount set out in the column to the left, which is equal to 5% of the Purchase Price shall be paid by the Purchaser within 60 days after the date of the Preliminary Agreement. 為數為左列所述者（即樓價的5%）的加付訂金，須於臨時合約日期後的 60天內由買方支付。
(c)	HK\$港幣_____元	90% of Purchase Price: being balance of the Purchase Price shall be paid by the Purchaser within _____ days after the date of the Preliminary Agreement (“Completion Date”). 樓價90%：即樓價餘款於臨時合約日期後的 _____天內(「成交日期」)由買方支付。

Gifts, financial advantage or benefits:

贈品、財務優惠或利益:

If this Tender is accepted by the Vendor, I/we understand that I/we will be entitled to the following benefit(s):-

若本投標書獲賣方接納，本人/我們明白本人/我們將享有以下優惠:-

"Warranty Offer" Benefit 「保修優惠」優惠

(applicable to **all** tenders 適用於**所有**投標)

Without affecting the Purchaser's rights under the formal Agreement for Sale and Purchase, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser on or before 30 June 2027 or within 6 months after the date of completion of the sale and purchase of the relevant residential property, whichever is the later, rectify any defects (fair wear and tear excepted) to the Property (excluding furniture (if any) and landscape area/potted plants (if any)) caused otherwise than by the act or neglect of any person ("Warranty Offer"). The Warranty Offer is subject to other terms and conditions.

在不影響買方於正式買賣合約下之權利的前提下，凡本物業(但不包括傢俱(如有)及園景/盆栽(如有)) 有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人之行為或疏忽造成，買方可於2027年6月30日或之前或完成相關住宅物業交易後6個月內(以較後者為準)，向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補(「保修優惠」)。保修優惠受其他條款及細則約束。

“Early completion” Rebate 「提前付清樓價」現金回贈

(applicable to Purchasers who has selected **Payment Method B – Flexible Payment Method** under the Form of Tender 適用於選擇投標表格內付款計劃 B – 靈活付款計劃之買方)

Purchasers who has settled the full amount of the whole of the Purchase Price of the Property earlier than the due date of payment of the balance of the Purchase Price specified in the Agreement (provided that the date of such full settlement must be within the period(s) specified in the table below), subject to and in accordance other terms and conditions set out below, will be entitled to a cash rebate according to the table below (the “**Early Settlement Cash Rebate**”). The date of settlement of the Purchase Price in full shall be the date on which the Purchase Price is actually received by the Vendor’s solicitors in full. If the last day of the specified period is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

倘若買方提前於就該物業簽署的正式買賣合約訂明的付清樓價餘款限期日之前付清該物業樓價全數(唯付清樓價全數日期須屬以下列表指明的期間內)，受制於以下所列的條款與細則，賣方將根據以下列表向買方提供提前付清樓價現金回贈(以下稱「**提前付清樓價現金回贈**」)。付清樓價全數日期以賣方代表律師實際收到全數樓價款項日期為準。如訂明的期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日定為下一個工作日。

Early Settlement Cash Rebate Table 提前付清樓價現金回贈列表

付清樓價全數日期 Date of settlement of the full amount of the whole of the Purchase Price	提前付清樓價現金回贈金額 Amount of Early Settlement Cash Rebate
簽署臨時合約的日期後下文所述日數之內: Within the number of days set out below after the date of signing of the Preliminary Agreement: _____ days 日	樓價之下述百分比: A designated percentage of the Purchase Price as set out below: _____ %

The provision of the Early Settlement Cash Rebate is subject to other terms and conditions: 提前付清樓價現金回贈之提供受其他條款及細則約束:

- (i) The Purchaser shall not breach the terms and conditions of the Preliminary Agreement and the Agreement.
買方不得違反臨時合約及正式買賣合約的條款及條件。
- (ii) Subject to and conditional upon the Purchaser’s fulfilment of all the terms and conditions relating to the Early Settlement Cash Rebate, the Purchaser shall notify the Vendor in writing at least 30 days before the date of early settlement of the full amount of the whole of the Purchase Price of the Property in order to apply for the Early Settlement Cash Rebate. Late submission of the notice to apply for the Early Settlement Cash Rebate will not be entertained and, in

such event, the Purchaser will not be entitled to the Early Settlement Cash Rebate or any part(s) thereof. After the Vendor has received the application and duly verified the information stated therein to be correct, the Vendor will, simultaneously upon the Purchaser's full settlement of the whole of the Purchase Price of the Property, apply the Early Settlement Cash Rebate for part payment of the balance of the Purchase Price directly, and the Vendor's obligation in relation to the payment of the Early Settlement Cash Rebate, if any, shall be absolutely discharged.

在買方符合有關提前付清樓價現金回贈所有條款及條件的前提下，買方須於提前付清該物業樓價全數日前最少 30 日以書面通知賣方，以申請「提前付清樓價現金回贈」。逾期發出申請「提前付清樓價現金回贈」的通知一概不予受理，屆時買方將喪失申索「提前付清樓價現金回贈」或其任何部分的資格。賣方會於收到申請並確認於其有關資料無誤後將「提前付清樓價現金回贈」直接在買方付清樓價之同時用於支付部份的樓價餘款，而賣方就有關「提前付清樓價現金回贈」的責任(如有)將完全解除。

- (iii) In the event that the Purchaser shall fail to observe, perform or comply with any of the terms and conditions contained herein, the Preliminary Agreement or the Agreement or fail to complete the sale and purchase of the Property, the Vendor shall be entitled to withdraw and/or demand for a refund of the Early Settlement Cash Rebate forthwith without prejudice to the Vendor's other rights and claims under the Preliminary Agreement, the Agreement or other applicable laws.

假如買方未能遵守、履行或符合以上、臨時合約及正式合約任何條款或條件或未能完成該物業的買賣，賣方有權即時撤消及/或要求退還「提前付清樓價現金回贈」，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

- (iv) Whether or not the Vendor pays the Early Settlement Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the terms and condition contained therein.

無論賣方是否支付提前付清樓價現金回贈予買方，買方仍必須履行和遵守臨時合約及正式合約內一切的條款與條件，並依其條款及條件完成該物業之買賣。

- (v) The rights or benefits conferred on the Purchaser in relation to the Early Settlement Cash Rebate are non-assignable and non-transferable, and can only be exercised and enjoyed by the Purchaser personally and will cease to be applicable automatically when the Purchaser sells/transfers or contracts to sell/transfer the Property. In any event the Vendor shall not be liable to the Purchaser's sub-purchaser(s), nominee(s) or assignee(s).

以上賦予買方有關提前付清樓價現金回贈的權利或利益不得轉讓或轉移，及只能由買方本人行使及享用。當買方出售/轉讓該物業或簽訂有關協議，本函賦予買方之權利及利益將會自動失效。賣方在任何情況下均不須向買方之轉購人、被提名人或承讓人負責。

(B) I/we acknowledge and confirm that:

本人/我們明白及確認：

- (a) if I/we wish to change the payment plan after the Vendor has accepted this Tender, I/we will have to make an application to the Vendor's agent for the change of payment plan and pay the relevant administrative fee;
若本人/我們希望於賣方接納本投標書後更改付款方式，本人/我們須向賣方代理人申請並繳付相關行政費用；
- (b) if my/our application for the change of payment plan is accepted by the Vendor, 若賣方接納本人/我們更改付款方式的申請，
 - (i) the Purchase Price may be adjusted by an amount as determined by the Vendor;
樓價可能會按賣方所決定的金額有所調整；
 - (ii) I/we shall enter into a supplemental agreement with the Vendor in respect of the change of payment plan;
本人/我們將與賣方簽訂一份補充合約以更改付款方式；
 - (iii) I/we shall bear all costs and expenses arising from or in connection with the signing of the supplemental agreement (including but not limited to any additional stamp duty, adjudication fees or legal fees) and comply with any requirements as may be imposed by the Vendor in its absolute discretion; and
本人/我們將負責繳付一切因補充合約導致或產生的費用及支出（包括但不限於任何額外印花稅、裁定費或律師費）及遵守賣方有絕對酌情權決定的任何要求；及
- (c) the provisions of this sub-clause (B) shall survive the signing of the Agreement for Sale and Purchase in respect of the Property.
本第(B)分條的條文將於簽署本物業的正式買賣合約後仍然生效。

3. I/We, hereby acknowledge and confirm in writing the following matters prior to my/our submission of this Tender:-

本人/我們在遞交本投標書之前謹此承認並確認以下事項:-

- (a) I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our submission of this Tender:
本人/我們確認於遞交本投標書之前，賣方已開放本物業供本人/我們參觀：

- ☐ and I / we have viewed the Property on the date stated below prior to my / our submission of this Tender.

且本人/我們已於下述日期於遞交本投標書之前參觀過本物業。

Date of viewing of the Property 參觀本物業日期：_____

OR 或

- ☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our submission of this Tender, and I / we was / were and still am / are willing to proceed to submit this Tender without having viewed the Property.

但經充份考慮後，本人/我們自主選擇決定於遞交本投標書之前不參觀本物業，並願意及至今仍願意在沒有參觀本物業的情況下遞交本投標書。

- (b) I/We confirm that the Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) regarding the requirements for viewing of property in completed development.
本人/我們確認賣方已符合(或被視為已符合)《一手住宅物業銷售條例》(第621章)第2部第5分部有關參觀已落成發展項目中的物業之要求。

4. In the event of this Tender being accepted in accordance with the Tender Document, this Tender and the Letter of Acceptance shall constitute a legally binding agreement between me/us and the Vendor for the sale and purchase of the Property.

一旦本投標書根據招標文件獲賣方接納，本投標書及接納書將構成本人/我們與賣方就買賣本物業的有法律約束力的協議。

5. I/We enclose the following documents with this Tender:

本人/我們於本投標書夾附以下文件：

- (a). cashier's order(s) and (if applicable) cheque(s) equivalent to 5% of the Purchase Price in favour of “**Kao, Lee & Yip Solicitors**” (where the sum paid by cashier's order(s) is not less than HK\$600,000):

用以支付相等於樓價 5% 的金額及抬頭為「**高李葉律師行**」的銀行本票及支票(以銀行本票支付的金額不少於港幣 600,000 元)：

Amount (HK\$) <u>金額 (港幣)</u>	Bank <u>簽發銀行</u>	Cashier's order / cheque no. <u>銀行本票/支票號碼</u>

- (b). in case of individual, a copy of my/our Hong Kong Identity Card(s)/Passport;
以個人名義投標者，本人/我們的香港身份證／護照的複印本；

- (c). in case of a company incorporated in Hong Kong: (i) a copy of the Business Registration Certificate of our company; (ii) a copy of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of our company; (iii) a copy of the latest annual return of our company; (iv) a copy of the board resolutions of our company authorizing the signing of the Form of Tender; and (v) a copy of Notice of Change of Company Secretary and Director (Appointment/Cessation) (Form ND2A) of our company (if applicable);

以在香港註冊成立的公司名義投標者: (i) 本公司的公司商業登記證影印副本; (ii) 本公司董事的香港身份證/護照影印副本; (iii) 本公司最近之周年申報表影印副本; (iv) 本公司授權簽署投標表格的會議記錄的影印副本; 及(v) 本公司更改公司秘書及董事通知書(委任/停任)(表格 ND2A)

的影印副本（如適用）；

- (d). in case of a company incorporated outside Hong Kong: (i) original up-to-date legal opinion issued by a qualified lawyer practising the laws of the place of incorporation of our company confirming that our company is validly subsisting and has legal capacity to purchase land/property in Hong Kong and, for such purpose, enter into agreement(s) and assignment(s) of the Property, (ii) original up-to-date Certificate of Good Standing or (if applicable) original certificate of similar effect and nature of our company, (iii) original up-to-date Certificate of Incumbency showing the current shareholder(s) and director(s) or (if applicable) original certificate of similar effect and nature of our company, (iv) a copy of Certificate of Incorporation of our company or (if applicable) a copy of a certificate of similar effect and nature of our company, (v) (if applicable) a copy of current Business Registration Certificate issued by the Hong Kong Government to our company, (vi) copy(ies) of the Hong Kong Identity Card(s)/Passport(s) of the director(s) of our company, and (vii) a copy of the board resolutions of our company authorizing the signing of the Form of Tender;

以在香港以外地方註冊成立的公司名義投標者: (i) 由具本公司的註冊地法律執業資格的律師發出最新的法律意見書的正本，以證明本公司現正存續及有法律行為能力購買香港土地/物業並為承投購買本物業而簽立合約及轉讓契；(ii) 本公司最新的良好存續證明書的正本、或(如適用)具有類似效力及性質的證明書的正本；(iii) 本公司最新的董事在職證明書的正本，以顯示本公司的現任股東及董事名單、或(如適用)具有類似效力及性質的證明書的正本；(iv) 本公司的公司註冊證書的影印副本、或(如適用)具有類似效力及性質的證書的影印副本；(v) (如適用)由香港政府向本公司發出有效的商業登記證的影印副本；(vi) 本公司董事的香港身份證/或護照的影印副本；及(vii) 本公司授權簽署投標表格的會議記錄的影印副本；

- (e). in case that this Form of Tender is signed by an attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the attorney and a copy of the principal's and attorney's HKID/Passport;

若投標表格是由代理人或獲授權人簽署，主事人委託代理人或獲授權人的妥為簽訂及見證的授權書的正本或經核證的副本，以及主事人及代理人或獲授權人的香港身份證/護照複印本；

- (f). a copy of the (i) licence; (ii) Hong Kong Identity Card; and (iii) name card of the estate agent appointed by me/us (if any); and a copy of Business Registration Certificate of the company of such estate agent;

本人/我們委任之地產代理(如有)的: (i) 牌照影印副本; (ii) 香港身份證影印副本; 及(iii)名片影印副本；及該地產代理所屬公司的商業登記證影印副本；

- (g). a "Warning to Purchasers" (in the form annexed to the Tender Document as **Appendix A**) duly completed and signed by me/us (undated);

「對買方的警告」(按照夾附於招標文件的**附件 A** 之格式；由本人/我們填妥並簽署)(未有填上日期)；

- (h). a “Letter of Confirmation of relationship” (in the form annexed to the Tender Document as **Appendix B**) duly completed and signed by me/us (undated);
「有關係的確認函」(按照夾附於招標文件的**附件 B** 之格式；由本人/我們填妥並簽署)(未有填上日期)；
 - (i). (if applicable) a “Buyer’s / Introducer’s Declaration” (in the form annexed to the Tender Document as **Appendix C**) duly completed and signed by me/us and the introducer (undated);
(如適用)「買方/介紹人聲明」(按照夾附於招標文件的**附件 C** 之格式；由本人/我們及介紹人填妥並簽署)(未有填上日期)；
 - (j). a “Personal Information Collection Statement” (in the form annexed to the Tender Document as **Appendix D**) duly completed and signed by me/us (undated);
「個人資料收集聲明」(按照夾附於招標文件的**附件 D** 之格式；由本人/我們填妥並簽署)(未有填上日期)；
 - (k). an “Acknowledgment Letter regarding Priority to Purchase Residential Parking Space(s) in the Development” (in the form annexed to the Tender Document as **Appendix E**) duly completed and signed by me/us (undated); and
「優先購買發展項目內住宅停車位的確認函」(按照夾附於招標文件的**附件 E** 之格式；由本人/我們填妥並簽署)(未有填上日期)；及
 - (l). a “Vendor’s Information Form” in respect of the Property in the form annexed to the Tender Document as **Appendix H**) duly completed and signed by me/us (undated).
有關本物業之「賣方資料表格」(按照夾附於招標文件的**附件 H** 之格式；由本人/我們填妥並簽署)(未有填上日期)。
6. I/We acknowledge that the Vendor shall consider this Tender on the basis of the information provided by me/us in Schedule 2 (Related Tender) hereto. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.
本人/我們知悉賣方將根據本人/我們於本投標表格的附表 2（相關投標）的資料考慮是否接納本投標書。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。
7. I/We expressly confirm that I/we have inspected the latest revision of the sales brochure in respect of the Development as of the date hereof, and have full knowledge of all information disclosed therein.
本人/我們明確確認本人/我們已檢閱本投標表格日期當天發展項目的售樓說明書的最新版本，並完全知悉所有在售樓說明書內列出的資料。

8. In the event of any conflict or discrepancy between the Chinese and English versions of this Form of Tender, the Chinese version is for reference only and the English version shall prevail.

如本投標表格之中英文文本有任何歧義或差異，中文文本僅作參考，一切以英文文本為準。

Dated this _____ day of _____ .
本投標表格的日期為：_____ 年 _____ 月 _____ 日

ACCEPTANCE OF OFFER 接受要約

The above offer is accepted by the Vendor on _____ subject to the terms and conditions of this Form of Tender.

在受到本投標表格的條款及條件約束的前提下，以上要約於
_____獲賣方接納。

For and on behalf of
Henderson Property Agency Limited
(as Vendor's agent)
代表恒基物業代理有限公司
(賣方代理人)

Authorized Signatory(ies)
獲授權之簽署人

SCHEDULE 1 附表 1

Name(s) of Tenderer

投標者姓名 : _____

(in the event that this Form of Tender is signed by an attorney)

(如買方透過獲授權人簽署本投標表格)

Name(s) of Principal(s)

主事人的姓名 : _____

Name(s) of Attorney(s)

獲授權人的姓名 : _____

HKID No./Passport No. of the Attorney(s)

(with copy(ies) attached hereto)

獲授權人的香港身份證 / 護照號碼

(連同其副本夾附於本投標表格) : _____

Signature(s) of Tenderer/

Name(s) and Signature(s) of

Authorized Signatory(ies) of Tenderer

(if the Tenderer is a company)

投標者簽署/投標者獲授權簽署人

(若投標者為公司)的姓名及簽署 : _____

HKID No./Passport No./

Business Registration No.

of Tenderer

投標者的香港身份證號碼/

護照號碼/商業登記號碼 : _____

Correspondence Address

in Hong Kong/Registered Office

of Tenderer

(Note: If the Tenderer is a

company incorporated outside Hong

Kong, a correspondence address in

Hong Kong must be provided (P.O.

box not acceptable).)

投標者位於香港的通訊地址

/註冊辦事處地址

(註：若投標者是在香港以外地區

註冊成立的公司，則須提供一個在香港

的通訊地址 (不接受郵政信

箱)。) : _____

Telephone No. of Tenderer
投標者的電話號碼 : _____

Name(s) of contact person(s)
of Tenderer
投標者聯絡人姓名 : _____

Tel. No. of contact person(s)
of Tenderer
投標者聯絡人的電話號碼 : _____

Tenderer's solicitor (if any)
投標者代表律師(如有) : _____

Tenderer's solicitor's
correspondence address (if any)
投標者代表律師的通訊地址(如有) : _____

SCHEDULE 2 附表 2

Please select any one of (A) or (B) below:

請選擇以下(A) 或 (B)：

(A) ☐	I/We confirm that this Tender is not related to any other tender(s), and the Vendor may consider this Tender independently. 本人/我們確認本投標書與任何其他投標書無關，且賣方可獨立考慮本投標書。																								
(B) ☐	I/We confirm that the Close Relative(s) (whether in the sole name(s) of the Close Relative(s) or jointly with anyone else) and I/we have submitted separate tenders for the following properties in the Development at the same time on the condition that the Close Relative(s) and I/we wish to be awarded all of the tenders submitted. The Vendor shall not accept any of the tenders submitted by the Close Relative(s) and me/us unless all of the relevant tenders are awarded by the Vendor. 本人/我們確認親屬（以親屬之個人名義或與其他人士聯名）及本人/我們於同一時間就發展項目以下物業分別遞交投標書，前提為親屬及本人/我們僅願賣方接納所有已遞交的投標書。除非賣方接納所有已遞交的投標書，否則賣方不得接受親屬或本人/我們遞交的任何投標書。 <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 20%;">Name of Tenderer 投標者姓名</th> <th style="width: 20%;">HKID/Passport No. of Tenderer 投標者身份證/ 護照號碼</th> <th style="width: 15%;">Tower 座</th> <th style="width: 15%;">Floor 樓</th> <th style="width: 25%;">Flat 單位</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> (Please fill in the information of all properties the tenderer and the Close Relative(s) offer to purchase, including the Property.) (請填上所有投標者及親屬提出要約購買的物業（包括本物業）的資料。) I/We enclose herewith the relevant documentary evidence for proof of relationship between the Close Relative(s) and me/us. I/We also confirm and accept that the Vendor has the sole discretion to determine whether the proof of relationship is satisfied. 本人/我們附上相關證明文件以證明親屬關係。本人/我們亦確認及接受賣方有唯一酌情權去決定能否證明親屬關係。		Name of Tenderer 投標者姓名	HKID/Passport No. of Tenderer 投標者身份證/ 護照號碼	Tower 座	Floor 樓	Flat 單位	1.						2.						3.					
	Name of Tenderer 投標者姓名	HKID/Passport No. of Tenderer 投標者身份證/ 護照號碼	Tower 座	Floor 樓	Flat 單位																				
1.																									
2.																									
3.																									

[END OF PART 3: FORM OF TENDER]

[第 3 部份：投標表格完結]

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this _____ day of _____ .

公曆 _____ 年 _____ 月 _____ 日

Property /物業 : The Knightsbridge 天瀧

Flat /室 :

Floor /樓層 :

Tower 座 :

Purchaser(s)

買方簽署

Company Chop & Signature(s)/Signature(s)

公司印鑑及簽署/簽署

Date/日期 :

APPENDIX B 附件 B

To : Marble Edge Investments Limited (“the Vendor”) (also as the owner and whose holding company is Marble Edge Limited)
致 : Marble Edge Investments Limited (「賣方」)(亦為擁有人及其控權公司為 Marble Edge Limited)

Dear Sirs 敬啟者,

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

**The Knightsbridge 天瀧, Flat 室 _____, Floor 樓 _____, Tower 座 _____
22 Shing Fung Road 承豐道 22 號**

Reference is made to Marble Edge Investments Limited and its holding company as stated above.

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

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

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

茲提述 Marble Edge Investments Limited 及上述其控權公司。

吾等/本人茲進一步確認吾等/本人不是：—

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

吾等/本人茲承諾吾等/本人在簽立正式合約或之前就上述情況有任何改變，吾等/本人將以書面通知 貴公司。

Purchaser(s)

買方簽署

Company Chop & Signature(s)/Signature(s)

公司印鑑及簽署/簽署

Date/日期：

Buyer's / Introducer's Declaration

PART I – Buyer's Declaration

Unit purchased: “The Knightsbridge 天瀾” (referred to below as “**Development**”)

Flat _____ on _____ Floor, Tower _____ (referred to below as “the said unit”)

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

Purchaser(s): (Name of the individual / Name of company) _____

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

Address _____

Introducer: _____ (Company Name)

Business Registration No. _____

Address _____

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

Name _____

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

Tel No. _____

(the said introducer, the abovenamed Estate Agent and all other staff of the said introducer involved in promoting the said unit to Purchaser(s) are referred to below collectively as “**Introducer**”)

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

1. Purchaser(s) is/are introduced by Introducer to purchase the said unit.
2. Purchaser(s) acknowledges that HPAL is the sole agent authorised and appointed by Vendor to handle all matters concerning the transaction of the sale of the said unit to Purchaser(s) on behalf of Vendor.
3. Introducer, as middleman between Vendor / HPAL and Purchaser(s), promotes the said unit to Purchaser(s) in its capacity as middleman.
4. Purchaser(s) knows and acknowledges that HPAL as Vendor's agent is responsible for

accepting payment of deposit by Purchaser(s), and signing the Preliminary Agreement for Sale and Purchase No. _____ on behalf of Vendor with Purchaser(s).

5. Introducer has not made any representation, declaration or undertaking on behalf of HPAL / Vendor to Purchaser(s). Purchaser(s) has/have 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 / Estate Agent made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information to Purchaser(s) during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of Introducer / Estate Agent, and HPAL / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer / Estate Agent. For the avoidance of doubt, Introducer is not the agent of Vendor or HPAL in respect of the sale and promotion of the said unit.
7. Any dealing or dispute between Purchaser(s) and Introducer (including but not limited to the acts of Introducer / Estate Agent referred to in paragraph 6 above) does not concern or involve HPAL / Vendor, and Purchaser(s) shall not refuse to complete or delay the completion formalities of the sale and purchase of the said unit because of such dealing or dispute between Purchaser(s) and Introducer, and Purchaser(s) shall not seek indemnification or reduction of purchase price of the said unit from HPAL/Vendor because of such dealing or dispute between Purchaser(s) and Introducer.
8. Purchaser(s) does/do not object to the payment of commission to Introducer by Vendor / HPAL.

Purchaser(s)'s Signature _____

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

Date: _____

PART II – Introducer and Estate Agent’s Declaration

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

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

Name _____

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

Unit purchased: “The Knightsbridge 天瀧” (referred to below as “**Development**”)

Flat _____ on _____ Floor, Tower _____ (referred to below as “**the said unit**”)

Vendor: Marble Edge Investments Limited (referred to below as “**Vendor**”)

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

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

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

1. When the Estate Agent accompanies Purchaser(s) to proceed with registration and/or purchase of unit(s) of the Development, the Estate Agent must (1) show his/her staff card with his/her photo affixed thereon and clearly stating his/her Estate Agent’s Licence / Salesperson’s Licence number or his/her Hong Kong Identity Card, and (2) provide his/her name card clearly stating his/her Estate Agent’s Licence / Salesperson’s Licence number, for verification and recording of such information by staff of HPAL. If the above documents and personal data are not provided by the Estate Agent, HPAL / Vendor will be unable to process the payment of commission in respect of such sale and purchase transaction, and no commission will be calculated and paid to Introducer.
2. Introducer undertakes that Introducer and the Estate Agent or other staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to Purchaser(s) during the course of promoting the said unit. If Introducer and/or the Estate Agent or other staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information during the course of promotion of the said unit, all such acts and deeds are purely the personal acts and deeds of Introducer and/or the Estate Agent or other staff, and HPAL / Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by Introducer and/or the Estate Agent or other staff. For the avoidance of doubt, Introducer is not the agent of HPAL or Vendor in respect of the sale

and promotion of the said unit of the Development.

3. If any person (including Purchaser(s) or its agent) makes any claim (or via other person makes any claim) in respect of any misrepresentations, false statements, false declarations, false undertakings or any dissemination of false or misleading information by Introducer and/or the Estate Agent or other staff, Introducer shall indemnify HPAL / 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. HPAL collects the personal data of the Estate Agent for verifying the identity of the Estate Agent for the purpose of handling the payment of commission to Introducer by Vendor / HPAL in respect of such sale and purchase transaction, and related matters. HPAL may disclose or transfer the Estate Agent's personal data to Vendor, and/or to other persons as required or permitted by law or applicable legal or regulatory requirements.
4. Subject to the provisions of the Personal Data (Privacy) Ordinance (Cap. 486 Laws of Hong Kong), the Estate Agent has the right to request access to or correction of his/her personal data held by HPAL. The Estate Agent may send data access or data correction request to our Personal Data (Privacy) Officer:

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

Email address: sales.hk@hld.com

Hotline: 2908 8111

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

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

Date:

買方/介紹人聲明

第一部分 - 買方聲明

購買單位: 「The Knightsbridge 天瀧」(後稱「發展項目」) 第_____座_____樓_____室
(後稱「上述單位」)

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

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

介紹人: (公司名稱)_____

商業登記證: _____

地址: _____

介紹人公司負責職員 (後稱「地產代理」):

姓名: _____

地產代理牌照/營業員牌照號碼: _____ 電話: _____

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

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

- 一 買方乃經由介紹人之推介購買上述單位。
- 二 買方知悉恒物為唯一獲賣方授權、由賣方指派的代理人, 代賣方處理所有關於出售上述單位予買方之交易的事宜。
- 三 介紹人, 作為賣方/恒物與買方之間的中介人, 以中介人身份, 向買方推介上述單位。
- 四 買方知悉及確認恒物作為賣方代理人負責接收買方所支付的訂金及代表賣方與買方簽署臨時

附件 C

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/地產代理在推介上述單位之過程中曾向買方所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾，或傳布虛假的或具誤導性的資料，此等行為純屬介紹人/地產代理的個人行為，恒物/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料（如有的話）負上任何責任。為免生疑問，介紹人並非賣方或恒物就出售、推介上述單位之代理人。
- 七 買方與介紹人之任何纏繞或糾紛（包括，但不限於，上述第六款提及的介紹人/地產代理的行為），概與恒物/賣方無涉，買方不會以此拒絕或拖延完成買賣上述單位之交易，亦不會就此向恒物/賣方索取彌償或要求減價。
- 八 買方不反對賣方/恒物支付佣金予介紹人。

買方簽署_____

買方 I.D./B.R. No: _____

二零二 年 月 日

第二部分 - 介紹人聲明

介紹人： _____ (公司名稱) (後稱「介紹人」)

介紹人公司負責職員 (後稱「地產代理」):

姓名: _____

地產代理牌照/營業員牌照號碼: _____

購買單位: 「The Knightsbridge 天瀧」(後稱「發展項目」) 第 _____ 座 _____ 樓 _____ 室
(後稱「上述單位」)

賣方: Marble Edge Investments Limited (後稱「賣方」)

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

介紹人以中介人身份，向買方推介上述單位。

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

- (一) 地產代理於陪同買方登記及/或選購發展項目的單位時，必須(1)出示其附有相片並清楚列明其地產代理牌照/營業員牌照號碼之職員證或香港身分證，及(2)提供其清楚列明其地產代理牌照/營業員牌照號碼之公司名片，讓恒物職員核對及記錄所需資料。如地產代理未有提供以上文件及個人資料，恒物/賣方將無法處理該宗買賣交易的佣金支付，亦不會計算及向介紹人支付佣金。
- (二) 介紹人承諾介紹人及地產代理在推介上述單位之過程中不會向買方作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料。若介紹人及/或地產代理或其他職員在推介上述單位之過程中作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾、或傳布虛假的或具誤導性的資料，此等行為純屬介紹人及/或地產代理或其他職員的個人行為，恒物/賣方不須就介紹人及/或地產代理或其他職員的有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料(如有的話)負上任何責任。為免生疑問，介紹人並非恒物或賣方就出售、推介發展項目上述單位之代理人。
- (三) 如任何人(包括買方或其代理人)因介紹人及/或地產代理或其他職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出(或由他人代其提出)申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物/賣方作出彌償。恒物為了核實地產代理的身分而收集地產代理的個人資料，用作處理賣方/恒物向介紹人支付有關買賣交易的佣金及相關事宜。恒物可按法律或適用的法律或監管規定的要求或允許範圍內，向賣方及/或其他人士披露或轉移地產代理的個人資料。

附件 C

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

地址：香港中環金融街八號國際金融中心二期七十一樓至七十六樓

電郵地址：sales.hk@hld.com

熱線：2908 8111

地產代理以個人名義及代表介紹人簽署: _____

地產代理的地產代理牌照/營業員牌照號碼: _____

二零二 年 月 日

APPENDIX D 附件 D

Personal Information Collection Statement **個人資料收集聲明**

Name and address of the Development:

The Knightsbridge, 22 Shing Fung Road, Kowloon, Hong Kong

發展項目的名稱及地址：

香港九龍承豐道 22 號「天瀾」

Property 物業: Flat 單位 _____ Floor 樓層 _____ Tower 座 _____

Vendor: Marble Edge Investments Limited

賣方: Marble Edge Investments Limited

Sales Agent of the Vendor: Henderson Property Agency Limited

賣方的銷售代理：恒基物業代理有限公司

Henderson Property Agency Limited ("**HPAL**") needs to collect and use your personal data for the purposes set out in this Personal Information Collection Statement ("**PICS**"). This PICS explains how your personal data may be handled. If you supply personal data relating to any other person, please give a copy of this PICS to that person to enable him/her to see how his/her personal data may be handled.

恒基物業代理有限公司(「**恒基物業代理**」)需就本「個人資料收集聲明」(「**本聲明**」)中列出的用途收集及使用閣下的個人資料。本聲明旨在說明閣下的個人資料可能被如何處理。如閣下提供有關任何其他人士的個人資料，請向該名人士提供本聲明副本讓其了解其個人資料可能被如何處理。

If there is any inconsistency between the English and Chinese versions of this PICS, the English version shall prevail.

倘若本聲明的英文文本與中文文本有任何不一致，概以英文文本為準。

A. Data Collection and Use

個人資料的收集及使用

HPAL intends to collect your personal data for the purposes relating to your purchase of residential unit(s) and/or residential parking space(s) in the Development ("**Property Transaction**"). HPAL may collect your name, Hong Kong Identity Card number or other identification document number, date of birth, contact telephone number, mailing address, email address and fax number. Other personal data may be compiled about you during the transaction process. In this PICS, the term "you" includes (as appropriate) each individual who is a purchaser or potential purchaser, a beneficial owner, and an attorney or other representative of the purchaser or potential purchaser and, where a purchaser or potential purchaser is a company or other entity, also includes each of its directors and shareholders and individuals in an equivalent capacity; and the term "your personal data" includes (as appropriate) the personal data of each of these individuals. For the purposes of Parts C and G (regarding direct marketing) and Parts D and F (regarding club memberships) below, the term "your personal data" means your name, contact telephone number, mailing address, email address and fax number.

恒基物業代理擬就閣下購入發展項目內的住宅單位及/或住宅停車位(「**物業交易**」)有關的用途，收集閣下的個人資料。恒基物業代理可收集閣下的姓名、香港身份證號碼或其

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他身份證明文件號碼、出生日期、聯絡電話號碼、郵寄地址、電郵地址及傳真號碼。在交易過程中，亦可能編制有關閣下的其他個人資料。在本聲明中，「閣下」一詞包括(按情況適用)下述每位個人：買家或潛在買家、實益擁有人及買家或潛在買家的獲授權人或其他代表，及如買家或潛在買家為一間公司或其他實體，亦包括其每位董事及股東及具有同等身份的個人；以及「閣下的個人資料」一詞包括(按情況適用)上述每位個人的個人資料。就下列 C 部分及 G 部分 (有關直接促銷) 及下列 D 部分及 F 部分 (有關會籍) 所述用途，「閣下的個人資料」一詞是指閣下的姓名、聯絡電話號碼、郵寄地址、電郵地址及傳真號碼。

You are not obliged to supply your personal data, but if you do not, HPAL may not be able to process your Property Transaction and related matters.

閣下並非必須提供個人資料，但如閣下沒有提供個人資料，這可能導致恒基物業代理無法處理閣下的物業交易及相關事宜。

HPAL and/or the Developers (defined below) may use your personal data for one or more of the following purposes from time to time in relation to your Property Transaction:

恒基物業代理及/或發展商(定義見下文)可能不時就閣下的物業交易使用閣下的個人資料作下列一個或多個用途:

- (i) **Handle your Property Transaction including preparation of documents, dealing with all necessary legal and administrative matters, and making all necessary arrangements to complete your Property Transaction;**
處理閣下的物業交易，包括準備文件、處理所有必須的法律及行政事宜及作出所有必須的安排以完成閣下的物業交易；
- (ii) **If you seek mortgages, second mortgages, credit facilities or financial accommodation for your Property Transaction, liaise with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;**
如閣下就物業交易尋求按揭、第二按揭、信貸融資或財務融通，與抵押權人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iii) **Facilitate property management and security;**
促進物業管理及保安；
- (iv) **Conduct surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments, facilities or products provided by HPAL or the Developers;**
就恒基物業代理或發展商提供的服務、物業、物業發展項目、設施或產品的質素進行調查 (完全屬自願性質參與)；
- (v) **Contact you regarding administrative notices, communication and overall customer relationship management;**
就有關行政通知、通訊及整體客戶關係管理等事宜而聯絡閣下；
- (vi) **Follow up on comments, inquiries and investigate and handle complaints;**
跟進意見、查詢，以及調查及處理投訴；
- (vii) **Prevent or detect illegal or suspicious activities; and**
防止或偵測非法或可疑活動；及

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- (viii) Meet the obligations (including any obligations to conduct customer due diligence and/or to make disclosure within or outside Hong Kong) when required by any law, court order, direction, code or guideline applicable to HPAL and/or the Developers, or required by policies implemented by HPAL and/or the Developers for prevention or detection of money laundering, terrorist financing or other illegal or suspicious activities.

讓恒基物業代理及/或發展商根據適用於彼等的任何法律、法院命令、指令、守則或指引的要求，或按恒基物業代理及/或發展商為相關事項而實施的政策的要求，遵守就防止或偵測洗錢、恐怖分子資金籌集或其他非法或可疑活動的責任(包括任何執行客戶盡職審查及/或於香港境內或境外披露資料的責任)。

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

"Developers" means individually and collectively Henderson Land Development Company Limited, Wheelock Properties Limited, China Overseas Land and Investment Limited, New World Development Company Limited, Chime Corporation Limited and Empire Development Hong Kong (BVI) Limited, and their respective members, parent companies, subsidiaries, associated and/or related companies.

「發展商」指(個別及統稱)恒基兆業地產有限公司、會德豐地產有限公司、中國海外發展有限公司、新世界發展有限公司、參明有限公司及帝國集團地產香港有限公司，以及其各自的成員、母公司、子公司、附屬及／或關連公司。

B. Transfer of Your Personal Data

轉移閣下的個人資料

To facilitate the purposes set out in Part A above, HPAL may disclose or transfer your personal data to the following parties (whether within or outside Hong Kong):

為促進上列 A 部分所述用途，恒基物業代理可能於香港境內或海外披露或轉移閣下的個人資料予下列各方：

- (i) the Developers;
發展商；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, information technology or other services to or support the operation of HPAL or the Developers;
提供行政、電訊、資訊科技或其他服務以支援恒基物業代理的或發展商的業務運作的任何代理人、承辦商或第三方服務供應商；
- (iv) any person under a duty of confidentiality to HPAL or the Developers including accountants, legal advisers or other professional advisers;

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對恒基物業代理或發展商有保密責任的任何人士，包括會計師、法律顧問或其他專業顧問；

- (v) any person who has any interest, right or obligation in respect of your Property Transaction; and
對閣下的物業交易有任何權益、權利或義務的任何人士；及
- (vi) any person to whom HPAL and/or the Developers are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
恒基物業代理及/或發展商根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引所要求必須向其作出披露的任何人士。

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

HPAL intends to use your personal data for direct marketing. HPAL also intends to provide your personal data to the Developers for direct marketing. HPAL may not so use or provide your personal data to the Developers unless HPAL has received your written consent (which includes an indication of no objection).

恒基物業代理擬使用閣下的個人資料作直接促銷。恒基物業代理亦擬向發展商提供閣下的個人資料用於直接促銷，恒基物業代理不得在直接促銷中使用閣下的個人資料或向發展商提供閣下的個人資料，除非恒基物業代理已經收到閣下的書面同意（當中包括表示不反對）。

In connection with direct marketing, HPAL intends:
就直接促銷而言，恒基物業代理有意：

- (a) to use and analyze your personal data collected, generated, compiled or held by HPAL from time to time for conducting marketing and sales activities;
使用及分析恒基物業代理不時收集、擬訂、編制或持有閣下的個人資料，以便進行促銷及銷售活動；
- (b) to market the following classes of facilities, products and services to you:
向閣下促銷下列類別的設施、產品及服務：
 - (1) properties or property developments offered by Henderson Land Development Company Limited and/or its subsidiaries and associated companies and/or any entity controlled by it or any of its subsidiaries or associated companies from time to time ("**Henderson Land Group Members**"); and an entity is treated as controlled by another if that other entity is able to direct its affairs or to control the composition of its board of directors or governing body; or that other entity holds not less than 20% of its issued share capital or has an interest in its shares which entitles that other entity to exercise or control the exercise of not less than 20% of the voting power at its general meetings;
由恒基兆業地產有限公司及/或其子公司及附屬公司，及/或不時由恒基兆業地產有限公司或其任何子公司或附屬公司控制的任何實體（「**恒基兆業地產集團成員**」）提供的物業或物業發展項目；而一個實體將被視作受另一實體控制，如該另一實體可就其事務作出指示，或控制其董事局或管轄組織的組成；或

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該另一實體持有其不少於 20% 的已發行股本，或擁有其股份利益致使該另一實體在其股東大會上，有權行使或控制行使不少於 20% 的表決權；

- (2) facilities, products and services offered by Henderson Land Group Members (including shopping malls and facilities, consumer products and services, real estate agency services, credit facilities and financial services);
由恒基兆業地產集團成員提供的設施、產品及服務(包括購物商場及設施、消費產品及服務、地產代理服務、信貸融資及財務服務)；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Henderson Land Group Members; and
由恒基兆業地產集團成員提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益； 及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) to provide your personal data to the Developers, in return for money or other property, for their use in direct marketing to you the classes of facilities, products and services corresponding to those described in Part C(b) above that are offered by the respective Developers, including conducting the activities and analysis described in Part C(a) above.
提供 閣下的個人資料予發展商以獲取金錢或其他財產的回報，以供彼等向 閣下直接促銷由各發展商提供與上列 C(b)部分相應類別的設施、產品及服務，包括進行上列 C(a)部分所述的活動及分析。

If you do NOT wish for HPAL to use your personal data in direct marketing or provide your personal data to the Developers for their use in direct marketing as described in this Part C, please tick (✓) the appropriate box(es) set out in Part G below to exercise your opt-out right. You may also write to HPAL at the address set out in Part E below to opt out from direct marketing at any time.

如 閣下不欲恒基物業代理按本 C 部分所述使用 閣下的個人資料作直接促銷，或向發展商提供 閣下的個人資料，以供彼等按本 C 部分所述用作直接促銷，請在下列 G 部分適當的方格內加上剔號以行使 閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函下列 E 部分所列的地址，以選擇不接受直接促銷。

D. Club Memberships

會籍

You are invited to register to become a member of the clubs operated by the relevant Developers (“Club”). This is wholly on voluntary basis.

現誠邀 閣下登記由相關發展商提供的會籍（「會籍」）。此乃完全屬自願性質。

Please tick (✓) the appropriate box(es) set out in Part F below to indicate your choice. Your choice to join any Club will amount to your consent to HPAL to use and/or transfer your personal data to the relevant Developers for handling the registration and other matters relating to the Club membership. Please note that the Clubs are operated by the respective Developers and how they

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may use your personal data is subject to the personal information collection statements, privacy policies and membership terms and conditions issued by the respective Developers.

請在下列 F 部分適當的方格內加上剔號以顯示 閣下的選擇。閣下選擇登記任何會籍，即表示 閣下同意恒基物業代理使用及/或將 閣下的個人資料轉移到相關發展商，以便處理會籍登記及其他與會籍有關的事宜。請注意，會籍由各發展商提供，發展商如何使用 閣下的個人資料將受各發展商發出的個人資料收集聲明、私隱政策及會籍條款及細則約束。

E. Access to and correction of Your Personal Data

查閱及更正 閣下的個人資料

You may at any time request access to and correct the personal data relating to you in HPAL's records.

You may send data access or data correction request to the Personal Data (Privacy) Officer of HPAL:

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

Email address: sales.hk@hld.com

Hotline: 2908 8111

閣下可隨時要求查閱及更正恒基物業代理紀錄中與 閣下有關的個人資料。

閣下可向恒基物業代理的個人資料（私隱）主任發送資料存取或資料更正要求：

地址：香港中環金融街八號國際金融中心二期七十一樓至七十六樓

電郵地址：sales.hk@hld.com

熱線：2908 8111

F. Choice on Club Memberships

就會籍的選擇

Please tick (✓) the appropriate box(es) to indicate your choice to join the Clubs (you may tick more than one box):

請在適當的方格內加上剔號以顯示 閣下就登記會籍的選擇（閣下可剔多於一個方格）：

☐ Henderson Club 恒地會

☐ Club Wheelock

☐ New World CLUB

G. Choice on Direct Marketing

就直接促銷的選擇

You have the right to consent to or opt-out from direct marketing. If you do not tick the relevant box, HPAL will regard you as having given consent and may use your personal data in direct marketing or provide your personal data to the Developers for their use in direct marketing, as more particularly set out in Part C above.

閣下有權同意或拒絕直接促銷。若 閣下不在有關方格內加上剔號（“✓”），恒基物業代理可視 閣下已給予同意讓其可在直接促銷中使用 閣下的個人資料，或將 閣下的個人資料提供予發展商以供其在直接促銷中使用，有關詳情載於上列 C 部分。

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- ☐ Please do NOT send direct marketing information.
請不要發送直接促銷資訊。
- ☐ Please do NOT provide personal data to the Developers for their use in direct marketing.
請不要將個人資料提供予發展商，以供其在直接促銷中使用。

Signed by each of the potential purchasers
由每一名潛在買家簽署

Signature 簽署:

Name 姓名:

Date 日期:

Signature 簽署:

Name 姓名:

Date 日期:

APPENDIX E 附件 E

To: Marble Edge Investments Limited (“Vendor”)
致: Marble Edge Investments Limited(「賣方」)

Dear Sirs 敬啟者,

Re: Acknowledgement Letter regarding Priority to Purchase Residential Parking Space(s) in the Development

有關: 優先購買發展項目內住宅停車位的確認函

**Property 該物業: The Knightsbridge 天瀧, 22 Shing Fung Road, Kowloon, Hong Kong 香港
九龍承豐道 22 號**

Flat 單位 _____ Floor 樓層 _____ Tower 座 _____

I/We (as the Purchaser(s)) acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) of the Property that:

本人/我們(作為買方), 在簽署該物業之臨時買賣合約(「臨時合約」)之前謹此確認明白和接納以下事項:

1. Subject to contract, the Vendor may sell to me/us one or (if the Property is any one of Flat A on 33/F of Tower 1, Flat A on 33/F of Tower 3, Flat A on 33/F of Tower 6 and Flat A on 31/F of Tower 8) two residential parking space(s) in the Development (to be determined by the Vendor in its sole and absolute discretion) at such time, price, sales arrangements (including but not limited to the sequence for the selection of the residential parking spaces), terms and conditions as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions:-

受制於合約, 賣方可於其全權及絕對酌情決定的時間、售價、銷售安排(包括但不限於揀選住宅停車位的次序)、條款及條件向本人/我們出售一個或(如該物業為第 1 座 33 樓 A 單位、第 3 座 33 樓 A 單位、第 6 座 33 樓 A 單位及第 8 座 31 樓 A 單位其中任何一個單位)兩個發展項目的住宅停車位(該停車位由賣方全權及絕對酌情決定), 及受下列的條款及條件約束:

- a. I/We shall execute the formal Agreement for Sale and Purchase (the “**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement and be in full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on the part of the Purchaser.

本人/我們須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立正式買賣合約(「正式合約」), 並完全遵守、履行及符合於本函、臨時合約及正式合約所列有關買方的條款及條件。

- b. I/We shall fully observe, perform and comply with the terms and conditions as specified in the notice(s) that the Vendor may serve upon me/us from time to time regarding the arrangement of the sale of residential parking spaces (“**Notice**”).

本人/我們必須完全遵守、履行及符合賣方可能不時向本人/我們發出有關出售住宅停車位的安排事宜的通知書(「通知書」)中所列的條款及條件。

- c. In the event that I/we fail to observe, perform, or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement, the Agreement and/or the Notice, this

Letter shall become null and void upon which I/we shall not be entitled to any of the benefit(s) contained in this Letter which shall be deemed to have been withdrawn (without prejudice to the Vendor's rights and claims against me/us under the Preliminary Agreement, the Agreement and the applicable laws), and where any agreement, whether preliminary or otherwise, has been entered into for the purchase of the residential parking space(s) of the Development, I/we shall forthwith take all steps and execute all documents required by the Vendor to cancel and terminate the same without any compensation.

若本人/我們未能遵守、履行或符合本函、臨時合約、買賣合約及/或通知書內任何條款及條件，本函即告作廢並無效而本人/我們將不能享用本函所列的優惠，相關優惠將即時被撤銷（且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索）。如已就購入發展項目的住宅停車位簽立任何合約（不論臨時或其他合約），本人/我們必須立即按賣方要求採取一切行動及簽立所有文件將之取消及終止，且買方不會就此獲得任何賠償。

- d. In the event that I/we fail to exercise my/our priority to purchase any residential parking space within the time limit or in accordance with the terms and conditions or in the manner as specified in the Notice, the Vendor shall have the right to revoke the priority conferred upon me/us under this Letter.

若本人/我們未能在通知書提及的時限內或根據通知書說明的條款及條件或方式行使本人/我們的優先權購買任何住宅停車位，賣方將有權撤銷在本函下賦予本人/我們的優先權。

2. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from my/our purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations herein, I/we shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. Any claim that I/we may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及濟助均不受本函影響。本函乃由本函各方之間訂立且獨立於本人/我們購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約下各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，本人/我們仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買物業。所有或由本人/我們按本函或與本函相關或有關連的而對賣方提出的申索，只能是為取得損害賠償的申索。

3. All the rights and benefits conferred on me/us upon the terms and conditions of this Letter are

APPENDIX E 附件 E

non-assignable and non-transferable and can only be exercised and enjoyed by me/us personally.
所有根據本函條款及條件賦予本人/我們之權利及優惠均不能轉讓及轉移，及只能由本人/我們行使及享用。

4. In case of any dispute, the Vendor reserves all rights to make the final decision on all matters arising from this Letter and such decision shall be final and binding on me/us.
如有任何爭議，賣方保留就本函引起的所有事宜之最終決定權，該決定為最終決定，並對本人/我們具約束力。
5. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。
6. 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或差異，一切以英文文本為準。

Purchaser(s)
買方簽署

Company Chop & Signature(s)/Signature(s)
公司印鑑及簽署/簽署
Date/日期：

Vendor's Information Form 賣方資料表格

To: Marble Edge Investments Limited (“Vendor”)

致: Marble Edge Investments Limited (「賣方」)

The Knightsbridge 天瀧, 22 Shing Fung Road, Kowloon, Hong Kong 香港九龍承豐道 22 號

Flat B 單位 21 Floor 樓層 Tower 8 座

(“the specified residential property”) (“指明住宅物業”)

I/We, hereby acknowledge and confirm in writing the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase in respect of the specified residential property:-

本人/吾等在簽署有關指明住宅物業之臨時買賣合約之前謹此承認並確認以下事項 :-

The amount of the management fee that is payable for the specified residential property 須就指明住宅物業支付的管理費用的款額	HK\$/港幣\$7,522.00
The amount of the Government Rent (if any) that is payable for the specified residential property 須就指明住宅物業繳付的地稅(如有的話)的款額	Please refer to the attached 請參照附件
The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	Not Yet Incorporated 尚未成立
The name of the manager of the Development 發展項目的管理人的姓名或名稱	The Knightsbridge Property Management Limited 天瀧物業管理有限公司
Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	Nil 沒有
Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	Nil 沒有
Any pending claim affecting the specified residential property that is known to the Vendor 賣方所知的影響指明住宅物業的任何待決的申索	Nil 沒有

印製日期 Date of Printing: 7/8/2026

Purchaser(s)

買方簽署

Company Chop & Signature(s)/Signature(s)

公司印鑑及簽署/簽署

Date/日期 :

2026年7月至9季度徵收差餉及地租通知書
JULY TO SEPTEMBER QUARTER 2026 DEMAND FOR RATES AND GOVERNMENT RENT

帳目編號 ACCOUNT NUMBER 286-56008-1380-0-36	估價編號 ASSESSMENT NUMBER 286-56008-1380-0-*	物業資料查詢編號 PIO ENQUIRY CODE 2263-5626
--	--	--

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

MARBLE EDGE INVESTMENTS LIMITED
8 FINANCE ST
TWO INTERNATIONAL FINANCE CENTRE
75/F
CENTRAL HK
ATTN: SALES (2) DEPT



P1015488

006641989-00

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

* 使用自動轉帳或電子繳款方式繳交差餉
* 和地租，既省時間，又方便。
* To save time, please pay your rates and
* Government rent by autopay or electronic
* means.

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

承豐道22號
天瀟
8座
21樓 B室

22 SHING FUNG RD
THE KNIGHTSBRIDGE
TOWER 8
21/F FLAT B

	差餉 RATES	地租 GOVERNMENT RENT
應課差餉租值 RATEABLE VALUE (RV)	\$877,800	\$877,800
徵收率 CHARGEABLE AT	5% - 12%	3%
期間 PERIOD	款額 AMOUNT \$	款額 AMOUNT \$
承上期零數 ODD CENTS B/F 01/07/2026 - 30/09/2026	0.48 14,209.00	0.79 6,583.50
差餉寬減 RATES CONCESSION 07 - 09/2026 零數撥入下期 ODD CENTS C/F	500.00CR 0.48CR	- 0.29CR
小計 SUBTOTAL \$	13,709.00	6,584.00

上次繳款日
Last Payment Date

05/05/2026

上次繳款額
Last Payment Amount

\$20,292.00

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

16/06/2026

本季度累進差餉計算 This Quarter's Progressive Rates Calculation

首 First 另 Next 餘額 Remainder
(\$550,000 x 5% + \$250,000 x 8% + \$77,800 x 12%) ÷ 4 = \$14,209.00

附註 Note(s)

• 本季的差餉寬減上限為500元。 Rates concession for this quarter is up to \$500.

帳目編號
ACCOUNT NUMBER
286-56008-1380-0-36
應繳總額
TOTAL AMOUNT DUE
\$20,293.00
最後繳款日期
LAST DAY FOR PAYMENT
31/07/2026
在此日期後加收附加費
Surcharge will be imposed after due date

RVD 1001_COM (07/2026) QD

機印所示金額·業已收訖· RECEIVED THE SUM IMPRINTED ABOVE.

26071-1

如以支票付款，請把本郵寄付款回條連支票寄上。

If you would like to pay by cheque, please attach this POSTAL PAYMENT SLIP with your cheque.

帳目編號 ACCOUNT NUMBER 286-56008-1380-0-36	應繳總額 TOTAL AMOUNT DUE \$20,293.00	最後繳款日期 LAST DAY FOR PAYMENT 31/07/2026	連附加費在內的總額 AMOUNT INCLUDING SURCHARGE \$21,307.00	C.R.C. 101
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260711 \$ 13,709.00 \$ 6,584.00 \$ 20,293.00

(SC21,307.00) 總額 TOTAL \$ 20,293.00



9109610100000002029300286560081380036260711131

"FPS" Payment



「轉數快」繳費