

**Tender Document No.3**  
**招標文件第3號**  
(Flat A on 16th Floor only/只適用於16樓A單位)

**TENDER DOCUMENT**  
**INVITATION FOR PURCHASE OF PROPERTY**  
**BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of the following property:-

Flat A on 16th Floor with Balcony, Utility Platform and Bay window

at Wellesley, No.23 Robinson Road, Hong Kong  
(full description of the property is set out in column (A) of the Schedule to  
the Tender Notice)

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(unless previously withdrawn or sold)**

Tenders must be submitted between the Tender Commencement Date and Time and the Tender Closing Date and Time to the Tender Box labelled “**Wellesley Tender Box**” placed at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong in a sealed plain envelope and clearly marked “**Wellesley**”.

**Vendor**

**Express Hero Limited**

(翔豪有限公司)

72/F -76/F, Two International Finance Centre,  
8 Finance Street, Central, Hong Kong

**Vendor’s Solicitors**

**Messrs. Lo & Lo**

(羅文錦律師樓)

7<sup>th</sup> Floor, World-Wide House, 19 Des Voeux  
Road Central, Hong Kong

**Vendor’s Agent**

**Henderson Property Agency Limited**

恒基物業代理有限公司

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

**Contacts**

Mr. Otto S T Ng

Tel : 2908 8237

Fax: 2524 7102

**Contacts**

Mr. Henry Ku

Tel : 2523 8181

Fax : 2810 5351

## 招標文件

### 公開招標承投購買物業

現招標承投購買下列單位：

位於香港羅便臣道 23 號帝滙豪庭

16 樓 A 單位連露台、工作平台及窗台
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(物業詳情列於招標公告附表(A)欄)

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

在招標開始日期及時間起至招標截止日期及時間止期間，投標書須放入普通信封內密封，信封面上清楚註明「帝滙豪庭」，放入位於香港中環金融街 8 號國際金融中心 2 期 73 樓擺放的標示為「帝滙豪庭投標箱」的投標箱內。

#### 賣方

**Express Hero Limited**  
(翔豪有限公司)  
香港中環金融街 8 號  
國際金融中心 2 期  
72 樓-76 樓

#### 賣方代理人

**Henderson Property Agency Limited**  
恒基物業代理有限公司  
香港中環金融街 8 號  
國際金融中心 2 期 73 樓

#### 聯絡人

吳善同先生

電話號碼：2908 8237

傳真號碼：2524 7102

#### 賣方律師

**Messrs. Lo & Lo**  
(羅文錦律師樓)  
香港中環德輔道中 19 號環球大廈 7 樓

#### 聯絡人

顧文浩律師

電話號碼：2523 8181

傳真號碼：2810 5351

## CONTENTS

	Page
PART 1 : TENDER NOTICE	1
PART 2 : CONDITIONS OF SALE	12
PART 3 : OFFER FORM	26
APPENDIX	
ANNEX	

## 目錄

	頁次
第 1 部分 : 招標公告	7
第 2 部分 : 出售條款	20
第 3 部分 : 要約表格	34
附錄	
附件	

## **PART 1: TENDER NOTICE**

### **1. Definitions**

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

<b>“Acceptance Period”</b>	means the period between (a) the commencement date of submission of tender and (b) the date falling the 5 <sup>th</sup> working day after the closing date of the tender (both days inclusive).
<b>“Agreement”</b>	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 2 of this Tender Document.
<b>“Daily Tender Period”</b>	means the Tender Commencement Date and Time and the Tender Closing Date and Time on any one particular date.
<b>“Letter of Acceptance”</b>	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
<b>“Offer Form”</b>	means the Offer Form set out in Part 3 of this Tender Document.
<b>“Property for Tender”</b>	means the property set out in column (A) of the Schedule to this Tender Notice, which may be revised by the Vendor for time to time at its absolute discretion.
<b>“Property”</b>	means the property for Tender and offered to be purchased by any Tenderer as set out in the Offer Form.
<b>“Purchase Price”</b>	means the purchase price specified in the Offer Form.
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Appendix and the Annex);
<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document;
<b>“Tenderer”</b>	means the person who is specified in the Offer Form as the tenderer;
<b>“Vendor”</b>	means Express Hero Limited; and
<b>“Vendor’s solicitors”</b>	means Messrs. Lo & Lo.

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
- 2.2 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.
- 2.3 The Vendor reserves the right, at any time before the Tender Closing Date and Time, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Tender Document is made available for collection free of charge during the period as specified in column (D) of the Schedule to this Tender Notice at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong. The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Any adjustment of the Tender Closing Date and Time applicable to the Property for Tender as specified in column (C) of the Schedule to this Tender Notice and any modification, amendment or revision of this Tender Document will be posted at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.
- 2.6 The Vendor will not consider any tender submitted subject to conditions imposed by the Tenderer.
- 2.7 No tender shall be retractable.
- 2.8 The Tenderer should note the following:-
- (a) The successful Tenderer should instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the Agreement to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor. Please refer to the bilingual version of the "Warning to Purchasers" referred to in paragraph 15 of the Conditions of Sale.
  - (b) The Vendor's Solicitors do not act for any Tenderers in the process of this tender.
- 2.9 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-

(i) Cashier's order(s) and/or bank cheque(s)

Preliminary deposit in the sum which is equal to 5% of the Purchase Price in the form of cashier's order(s) and/or bank cheque(s); and made payable to "LO & LO" issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap. 155) (of which not less than HK\$1,000,000.00 must be made by way of cashier's order(s)).

(ii) Tenderer's identification document

If the Tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer, (if applicable) and copy of the HKID Card/Passport of the attorney of the Tenderer.

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Introducer's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

(iv) Documents in Annex, duly completed and signed by the Tenderer

- (1) Warning to Purchasers
- (2) Personal Information Collection Statement
- (3) Letter of Confirmation of Relationship
- (4) Vendor's Information Form
- (5) Tenderer's / Introducer's Declaration
- (6) Acknowledgement for Viewing of Property
- (7) Acknowledgement Letter Regarding Right of Way

**Please do NOT date any of the documents mentioned in this sub-paragraph (iv).**

(v) (if applicable) Certified copy of the valid Power of Attorney duly executed by the Tenderer and attested, as certified by a Hong Kong practising solicitor.

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Wellesley**"; and

(d) placed in the Tender Box labelled "**Wellesley Tender Box**" placed at 73/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong during the Daily Tender Period. In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced during the Daily Tender Period on a particular date, no submission of tender shall be made on that particular date and any tender previously submitted on that particular date before such announcement will be disregarded.

2.10 All cashier's order(s) and/or bank cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and/or the bank cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's orders and/or bank cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the

address stated in their tenders or by other ways as the Vendor and the unsuccessful tenderer may agree.

- 2.11 (a) The Tenderer must sign the Offer Form, the other documents of this Tender Document and the Annex personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does **NOT** accept any person to act as an agent, attorney, representative or trustee of the Tenderer to sign the Offer Form, the other documents of this Tender Document and the Annex, save and except that if the Tenderer shall appoint his attorney to sign the Offer Form, the other documents of this Tender Document and the Annex, the Tenderer shall at the time of submitting the Tender Document, provide the Vendor with a certified copy of a valid Power of Attorney in the form prescribed by the Vendor and duly executed by the Tenderer and attested, as certified by a Hong Kong practicing solicitor.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s) and/or bank cheque(s).
- 2.12 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period in accordance with this Tender Notice and the Offer Form as well as the terms and conditions contained in the Conditions of Sale annexed to this Tender Notice. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking as referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$10.00 upon receipt of a written demand from him prior to the submission of his tender.

### **3. Acceptance of Tender**

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 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 Hong Kong correspondence address stated in his Offer Form 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 after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the 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 during the period as specified in column (D) of the Schedule to this Tender Notice at 73/F, Two International Finance Centre, 8 Finance 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.

### **4. Miscellaneous**



- 4.1 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 Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Henderson Property Agency Limited.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In this Tender Document, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter, and vice versa. In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

**Schedule to the Tender Notice**

**Tender Document No.3**

(A) Properties for Tender (unless previously withdrawn or sold)	(B) Tender Commencement Date and Time	(C) Tender Closing Date and Time	(D) Period for Collection of Tender Document
Flat A on 16th Floor with Balcony, Utility Platform and Bay window of Wellesley, No.23 Robinson Road, Hong Kong	10:00 a.m. on every day from 13 March 2024 until 10 September 2024 (both days inclusive) (except Saturday, Sunday and Public Holidays)	5:00 p.m. on every day from 13 March 2024 until 10 September 2024 (both days inclusive) (except Saturday, Sunday and Public Holidays)	12 March 2024 (3:00 p.m. to 5:00 p.m.) and 13 March 2024 to 10 September 2024 (10:00 a.m. to 5:00 p.m.) (both days inclusive) (except Saturday, Sunday and Public Holidays)

*[End of Part 1: Tender Notice]*

## 第 1 部分：招標公告

### 1. 定義

在本招標文件中，除非上下文另有准許或規定，下列詞語應具有下列含義：

「承約期間」	指由(a)遞交投標書的開始之日至(b)招標截止之日後起計的第 5 個工作天 (包括首尾兩日)。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的本物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部分的出售條款。
「每日投標期間」	指於任何一日當中的招標開始日期及時間至招標截止日期及時間的期間。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的通知書。
「要約表格」	指本招標文件第 3 部分的要約表格。
「招標物業」	指賣方以其絕對酌情權可不時修訂列於招標公告附表(A)欄的物業。
「本物業」	指投標者於要約表格中訂明所要約購買的招標物業。
「售價」	指要約表格中訂明的售價。
「買方」	指中標者，其對本物業的投標書獲得賣方接納。
「招標文件」	指本招標文件(由第 1 部分、第 2 部分及第 3 部分組成，但不包括附錄及附件)。
「招標公告」	指本招標文件第 1 部分的招標公告。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指翔豪有限公司。
「賣方律師」	指羅文錦律師樓。

### 2. 招標程序

2.1 賣方現按照載於招標文件的條款及條件招標承投購買本物業。

2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。

- 2.3 賣方保留權利在招標截止日期及時間之前的任何時候接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回所有或任何招標物業不予出售，或將所有或任何招標物業或其任何部分以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 招標文件可於招標公告附表(D)欄中所述時段內於香港中環金融街 8 號國際金融中心 2 期 73 樓免費索取。賣方保留權利更改任何招標物業的招標截止日期及時間、減少或增加招標公告附表(A)欄中訂明的招標物業，以及變更、修訂或修改招標文件的任何部分。招標公告附表(C)欄中訂明的適用於招標物業的招標截止日期及時間如有任何更改，以及招標文件的任何變更、修訂或修改，將會於香港中環金融街 8 號國際金融中心 2 期 73 樓張貼通知。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 2.6 賣方不會考慮由投標者強行附加條件之任何投標書。
- 2.7 所有投標書不得撤回。
- 2.8 投標者須注意以下事項:
- (a) 中標者必須委托其自己的獨立律師代表其就以下事宜行事: (i)在賣方接納其投標書後將會訂立的正式買賣合約，及(ii) 物業的其後轉讓契；或其可委托賣方律師既代表賣方又代表其本人行事。請參見本出售條款第15段「對買方的警告」的中英文雙語文本。
- (b) 賣方律師在本投標過程中不代表任何投標者。
- 2.9 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
- (b) 連同以下文件：
- (i) 銀行本票及/或銀行支票
- 總金額為售價的 5%的臨時訂金，以銀行本票及/或銀行支票支付；抬頭寫「羅文錦律師樓」，銀行本票及/或銀行支票須由根據《銀行業條例》(第 155 章)第 16 條獲妥為發牌的銀行所簽發(其中不少於港幣\$1,000,000.00 必須以銀行本票支付)。
- (ii) 投標者的身份證明文件
- 如投標者是個人，組成投標者的每名個人的香港身份證/護照的複印本，(如適用)及投標者所委托的獲授權人的香港身份證/護照的複印本。
- 如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iii) 介紹人的牌照(如適用)

投標者委托的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 個人資料收集聲明
- (3) 有關關係的確認函
- (4) 賣方資料表格
- (5) 投標者/介紹人聲明
- (6) 有關參觀物業之確認函
- (7) 關於通行權的確認書

請不要在本第(iv)分段所述的任何文件填上日期。

(v) (如適用)由香港執業律師核准一份由投標者妥為簽署及已妥為見証的有效授權書的核准副本。

(c) 放入普通信封內，信封面上寫明賣方收啓，並清楚註明「**帝滙豪庭**」；及

(d) 從每日投標期間，放入位於香港中環金融街 8 號國際金融中心 2 期 73 樓擺放的有「**帝滙豪庭投標箱**」標示的投標箱內。如於任何一日的每日投標期間發出黑色暴雨警告或八號或以上颱風信號，當日將不設遞交投標書及任何於當日發出該信號之前所遞交之投標書均不作受理。

2.10 在賣方對遞交的投標書作出決定前，由投標者遞送的所有銀行本票及/或銀行支票均予以保留而不會予以兌現。如某份投標書獲接納，隨投標書遞交的銀行本票及/或銀行支票將被視為臨時訂金而用作支付售價的部分款項。所有其他銀行本票及/或銀行支票將於承約期間屆滿後起計十四(14)天內，按照投標書所載地址以專人送達，或通過郵遞方式退還予落選投標者，或以賣方及落選投標者雙方另行同意的方式退還給落選投標者。

2.11 (a) 投標者須親身簽署要約表格、招標文件中其他文件及附件(如投標者為公司，須由其董事簽署)，並將被視作為主事人。如投標者委托授權人簽署要約表格及本招標文件的其他文件，投標者必須於入標時向賣方提供一份由香港執業律師所核准，格式由賣方訂明並由投標者妥為簽立及已妥為見証的有效授權書的核准副本。除此以外，賣方不接受任何人以代理人、獲授權人、代表或信託人身份代表投標者簽署要約表格、招標文件中其他文件及附件。

(b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

(c) 要約表格中指定的香港通訊地址將作為收取接受投標書信函或退回銀行本票及/或銀行支票的地址。

- 2.12 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，所有投標書均不可撤銷，並且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的要約表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標文件所列的程序一經遞交，投標者即不可撤回投標書，直至承約期間結束之前，投標書均被視為可由賣方隨時接納。
- (b) 作為上文(a)分段所提述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 10 元。

### **3. 接受投標**

- 3.1 投標書如獲接納，中標者即成為本物業之買方。
- 3.2 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，接納書將會按要約表格內指明的香港通訊地址以專人送達及/或通過郵遞方式投寄予買方。接納書在投寄後的第 2 個工作日將被視作為買家已經妥為收到。
- 3.3 在接納書的日期後五(5)個工作日內，買方應簽署由賣方律師擬備的標準格式之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公告附表(D) 欄中所述時段內於香港中環金融街 8 號國際金融中心 2 期 73 樓審閱。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。

### **4. 其他事項**

- 4.1 投標者請注意，賣方只會回答關於本物業的一般問題，而不會就本招標文件或關於本物業的法定條文提供法律或其他意見。如有查詢，應聯絡賣方的代理人，即恒基物業代理有限公司。
- 4.2 賣方任何人員或代理所作出的任何口頭或書面陳述及所採取的任何行動，或者是賣方的代理人對有意投標者或確實投標者的查詢而所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。任何陳述不得作為或被視作為構成本招標文件或正式合約的一部分。這些陳述或行動並不(而且也不被視作為)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其完全酌情權將任何遞交不符合規定的投標書的投標者，或沒有按照本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視作為不符合規定的投標書。
- 4.4 在本招標文件內，如內文允許或有所規定，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，反之亦然。如本招標文件的英文文本與中文譯本有任何不一致之處，則以英文文本為準。

## 招標公告附表

### 招標文件號碼：3

(A) 招標物業 (除非物業已被撤回 或出售)	(B) 招標開始 日期及時間	(C) 招標截止 日期及時間	(D) 索取招標文件期間
香港羅便臣道 23 號 帝滙豪庭 16 樓 A 單 位連露台、工作平台 及窗台	由 2024 年 3 月 13 日至 2024 年 9 月 10 日 (包括首尾兩天)的每日 上午 10 時 (星期六、星期 日及公眾假期除外)	由 2024 年 3 月 13 日至 2024 年 9 月 10 日 (包括首尾兩天)的每日 下午 5 時 (星期六、星期 日及公眾假期除外)	2024 年 3 月 12 日 (下午 3 時至下午 5 時) 及 2024 年 3 月 13 日至 2024 年 9 月 10 日 (上午 10 時至下午 5 時) (包括首尾兩天) (星期六、星期日及公眾假 期除外)

[第 1 部份：招標公告完]

## PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

**“Development”** means the development constructed on Inland Lot No.4007 and Inland Lot No.4008 and known as “Wellesley”;

**“this Preliminary Agreement”** means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the date on which the balance of Purchase Price is due to be paid by the Purchaser as stated in the Offer Form.
4. It is intended that this Preliminary Agreement is to be superseded by an Agreement to be executed:-
  - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The Purchase Price of the Property is set out in the Offer Form which shall be paid by the Purchaser to the Vendor in the manner as set out in the Offer Form. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor upon signing of this Preliminary Agreement.
8. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
9. The Purchaser shall attend the office of the Vendor’s solicitors 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 the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 19.
10. If the Purchaser fails to sign the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-
  - (a) this Preliminary Agreement is terminated;



- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.
11. (a) The Vendor shall sell and the Purchaser shall purchase the Property with vacant possession.
- (b) The Vendor shall sell and the Purchaser shall purchase the Property on an “as is” basis and in the physical state and condition as it stands at the Purchase Price and on the terms and conditions set out in this Preliminary Agreement.
12. The measurements of the Property are set out in Schedule 1 attached hereto.
13. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Schedule 2 attached hereto.
14. 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.
15. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “**Warning to Purchasers**” set out in clause 16 and fully understands its contents.
16. For the purposes of clause 15, the following is the “**Warning to Purchasers**”–
- (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。

17. 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.
18.
  - (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.
  - (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.
  - (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.
  - (d) The Purchaser shall pay the respective due proportions of the costs of and incidental to the preparation, completion and registration of the Deed of Mutual Covenant incorporating a Management Agreement in relation to the Development (the "DMC") in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules (Cap.159, sub. leg. G) which include the costs for the provision of a certified copy of the DMC and the plan fees thereof.
19. 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.
20. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-
  - (a) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property or any other information required under the Stamp Duty Ordinance (Cap.117); and
  - (b) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as Clause 20(a) above.

21. On completion of the sale and purchase of the Property:-
- (a) The Purchaser shall accept an Assignment of the Property subject to and with the benefit of the DMC; and
  - (b) The Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which are payable in respect of the Property (including but not limited to management fees payable in respect of the residential unit and car parking space (if any) comprised in the Property) under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.
22. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
23. Time shall in every respect be of the essence of this Preliminary Agreement.
24. In this Preliminary Agreement:-
- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
  - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
  - (c) the floor area of an item under clause (a) in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) the area of an item under clause (b) in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
25. The Purchaser shall promptly inform the Vendor in writing of any changes in correspondence address and telephone number.
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.
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).
  - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
    - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

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

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.
28. In the event of any discrepancy between the English version of this Preliminary Agreement and the Chinese translation of this Preliminary Agreement, the English version shall prevail.

**出售條款附表1**  
**Schedule 1 to Conditions of Sale**

本物業的量度尺寸如下—

The measurements of the Property are as follows—

物業 Property : 香港羅便臣道 23 號帝滙豪庭 16 樓 A 單位連露台、工作平台及窗台  
Flat A on 16th Floor with Balcony, Utility Platform and Bay window of Wellesley, No.23 Robinson Road, Hong Kong

(a) 本物業的實用面積為 the saleable area of the Property is	161.154	平方米/ square metres/	1.735	平方呎，其中— square feet of which—
	4.460	平方米/ square metres/	48	平方呎為露台的面積； square feet is the floor area of the balcony;
	1.5	平方米/ square metres/	16	平方呎為工作平台的面積； square feet is the floor area of the utility platform;

(b) 其他量度尺寸為— other measurements are—

空調機房的面積為 the area of the air-conditioning plant room is	—	平方米/ square metres/	—	平方呎； square feet;
窗台的面積為 the area of the bay window is	5.214	平方米/ square metres/	56	平方呎； square feet;
閣樓的面積為 the area of the cockloft is	—	平方米/ square metres/	—	平方呎； square feet;
平台的面積為 the area of the flat roof is	—	平方米/ square metres/	—	平方呎； square feet;
花園的面積為 the area of the garden is	—	平方米/ square metres/	—	平方呎； square feet;
停車位的面積為 the area of the parking space is	—	平方米/ square metres/	—	平方呎； square feet;
天台的面積為 the area of the roof is	—	平方米/ square metres/	—	平方呎； square feet;
梯屋的面積為 the area of the stairhood is	—	平方米/ square metres/	—	平方呎； square feet;
前庭的面積為 the area of the terrace is	—	平方米/ square metres/	—	平方呎； square feet;
庭院的面積為 the area of the yard is	—	平方米/ square metres/	—	平方呎； square feet;

**出售條款附表 2**  
**Schedule 2 to Conditions of Sale**

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

Internal wall and ceiling	The internal walls in living room, dining room and bedroom are finished with emulsion paint; Ceiling in living room, dining room and bedroom are finished with emulsion paint
Internal floor:	The floor in living room and dining room is finished with natural stone with natural stone skirting; The floor in bedroom is finished with engineered timber with timber skirting.
Bathroom finishes:	Wall of bathroom and master bathroom is finished with natural stone, decorative wood frame and mirror for the exposed surface up to the bottom level of false ceiling; Floor is finished with natural stone for the exposed surface; Gypsum board false ceiling with emulsion paint.
Kitchen finishes:	Wall is finished with natural stone and hairline stainless steel panel for the exposed surface up to the bottom level of false ceiling; Floor is finished with natural stone for the exposed surface; Gypsum board false ceiling with emulsion paint; Cooking bench is finished with artificial stone.
Main entrance door:	Fire-rated solid core timber door and timber door frame finished with wood veneer, fitted with door lock, door closer, door stopper, door selector and eye viewer.
Master bedroom, bedroom and store room doors:	Solid core timber door with timber door frame finished with wood veneer, fitted with door lock and door stopper.
Master bathroom and bathroom doors:	Solid core timber door with timber door frame finished with wood veneer, fitted with door lock and door stopper.
Washing chamber door:	Tempered glass door finished with tempered glass and aluminium.
Kitchen door:	Fire-rated solid core timber door with glass panel and timber door frame, finished with wood veneer and glass vision panel, fitted with door lock, door closer and door stopper.

Kitchen door (to service lift lobby):	Fire-rated solid core timber door and timber door frame, finished with wood veneer, fitted with door lock, door closer and eye viewer.
Balcony and utility platform doors:	Tempered glass door finished with glass and aluminium, fitted with door lock.
Bathroom fittings:	Timber cabinet with timber and glass door panel, natural stone countertop. Bathroom 1 and Bathroom 3 fitted with bath tub with bath and shower mixer; Bathroom 2 fitted with shower compartment with bath and shower mixer; Master bathroom fitted with shower compartment and bath tub with bath and shower mixers. Other fittings included wash basin mixer, wash basin, water closet and paper holder.
Kitchen fittings:	Timber cabinet with timber door panel, finished with plastic laminate and timber veneer. Cooking bench finished with artificial stone, fitted with sink unit and sink mixer.
Telephone:	Telephone outlet is provided.
Aerials	TV/FM outlet is provided.
Electrical installations:	Three-phase electricity supply with miniature circuit breaker distribution board is provided.
Air-conditioner	Air-conditioners are provided.
Gas supply:	Gas supply pipes are installed.
Security system:	Video door phone and wireless panic alarm system are installed.

*[End of Part 2: Conditions of Sale]*

## 第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：
  - 「發展項目」 指在內地段 4007 號及內地段 4008 號上興建並名為「帝滙豪庭」的發展項目；
  - 「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
2. 賣方須以售價並按照本臨時合約所載的條款及條件出售本物業，而買方須以售價並按照本臨時合約所載的條款及條件購買本物業。
3. 在要約表格中所指明買方應付售價餘額的當日或之前，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
  - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
  - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
7. 本物業的售價為訂明於要約表格內的售價，並須由買方按要約表格內的方式付予賣方。臨時訂金(即售價的 5%)須於簽署本臨時合約時支付。
8. 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。
9. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(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)在簽署正式合約之同時支付本臨時合約上列明應付之款項；及(iii)同時支付第 19 條所載就正式合約應付之所有印花稅。
10. 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) 本臨時合約即告終止；
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
11.
  - (a) 賣方在交出空置管有權的情況下出售本物業，而買方在本物業空置的情況下購買本物業。
  - (b) 賣方以本物業的現狀及其現有的實際狀況及狀態，以及按照本臨時合約所列的條款及條件出售本物業，而買方以本物業的現狀及其現有的實際狀況及狀態，以及按照本臨時合約所列的條款及條件購買本物業。



12. 本物業的量度尺寸載列於附表 1。
13. 本物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
14. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 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。
15. 買方確認已收到第 16 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。
16. 就第 15 條而言，“**對買方的警告**”內容如下:-
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
17. 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。
18. (a) 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) 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) 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) 買方須支付依據《律師(一般)事務費規則》(第 159 章, 附屬法例 G) 規定的事務費表就擬備、完成並登記包含發展項目的管理協議的公契(“公契”)所產生或附帶的費用中其應付的部分, 該等費用包括提供一份公契的核証副本的費用及其圖則費用。
19. 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。
20. 買方須在正式合約中向賣方契諾, 倘若買方在本物業的買賣完成之前以任何方式轉售本物業或轉讓正式合約的權益, 買方須要求每一轉購人、獲受贈人、代名人、受益人、受權人或其他承讓人:-
- (a) 在任何其後的買賣轉售合約或其他協議中, 披露已經以任何方式購買或出售本物業或其中任何權益的所有確認人、代名人及其他中介方的全部詳情(包括身份證號碼和完整地址), 以及全部價款或其他代價, 並包括須就購買本物業而支付予賣方的代價以外的已經支付或給予任何中間交易的任何佣金、保留金額或代理費用或任何其他金額, 以及任何《印花稅條例》(第 117 章)要求的任何其它資料; 及
- (b) 促使任何其後的轉購人或其他承讓人或新買家在其後的買賣轉售合約中作出具有以上第 20(a)條相同效力的契諾, 或在任何其他協議中施加具有以上第 20(a)條相同效力的義務。
21. 當完成本物業的買賣時:
- (a) 在受公契的規定約束且享有公契的利益的前提下, 買方須接受本物業的轉讓契; 及
- (b) 買方須向發展項目的管理人支付或向賣方付還(如賣方已向管理人支付任何相關款項)所有按金及預支款項、特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶的按金中其應付的部分, 以及向發展項目的公共部分供應公共設施的按金中其應付的部分, 以及在公契規定或依據公契就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及停車位需要支付的管理費)。買方須付還賣方其已支付的任何該等款項, 無論該等按金、預支款項、供款或其它款項在公契下是否可作轉讓或予退還。
22. 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。
23. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
24. 在本臨時合約中—
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義;
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義;
- (c) 附表 1 載列之 (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) 附表 1 載列之 (b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
25. 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) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意把本臨時合約排除於該條例的適用範圍，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用，而本臨時合約的條款亦只在該等情況下排除於該條例的適用範圍之外。
- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(定義見該條例)可依據該條例強制執行任何該等條款時:
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約;及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
27. 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。
28. 如本臨時合約的英文文本和中文譯本有任何不一致之處，則概以英文文本為準。

**出售條款附表1**  
**Schedule 1 to Conditions of Sale**

本物業的量度尺寸如下—

The measurements of the Property are as follows—

**物業 Property:** 香港羅便臣道 23 號帝滙豪庭 16 樓 A 單位連露台、工作平台及窗台  
Flat A on 16th Floor with Balcony, Utility Platform and Bay window of Wellesley, No.23 Robinson Road, Hong Kong

(a) 本物業的實用面積為 the saleable area of the Property is	平方米/ square metres/ <u>161.154</u>	平方米/ square metres/ <u>4.460</u>	平方米/ square metres/ <u>1.5</u>	平方呎，其中— square feet of which— <u>1.735</u>	<u>48</u>	<u>16</u>	平方呎為露台之樓面面積； square feet is the floor area of the balcony; 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
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(b) 其他量度尺寸為— other measurements are—

空調機房的面積為 the area of the air-conditioning plant room is	—	平方米/ square metres/	—	平方呎； square feet;
窗台的面積為 the area of the bay window is	<u>5.214</u>	平方米/ square metres/	<u>56</u>	平方呎； square feet;
閣樓的面積為 the area of the cockloft is	—	平方米/ square metres/	—	平方呎； square feet;
平台的面積為 the area of the flat roof is	—	平方米/ square metres/	—	平方呎； square feet;
花園的面積為 the area of the garden is	—	平方米/ square metres/	—	平方呎； square feet;
停車位的面積為 the area of the parking space is	—	平方米/ square metres/	—	平方呎； square feet;
天台的面積為 the area of the roof is	—	平方米/ square metres/	—	平方呎； square feet;
梯屋的面積為 the area of the stairhood is	—	平方米/ square metres/	—	平方呎； square feet;
前庭的面積為 the area of the terrace is	—	平方米/ square metres/	—	平方呎； square feet;
庭院的面積為 the area of the yard is	—	平方米/ square metres/	—	平方呎； square feet;

**出售條款附表 2**  
**Schedule 2 to Conditions of Sale**

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

請參閱英文版本及售樓說明書。

*[第2部分：出售條款完]*

## **PART 3: OFFER FORM**

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Property as indicated in the Schedule to this Offer Form at the Purchase Price specified in the Schedule to this Offer Form subject to the terms and conditions contained in this Tender Document and the Conditions of Sale.

2. Preliminary Agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Vendor's written acceptance thereof and the Conditions of Sale) shall constitute the Preliminary Agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of acceptance of tender

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of acceptance of tender or return of cashier's order(s) and/or bank cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Perusal of Sales Brochure

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

5. Declarations, representations and warranties

I/We hereby declare, represent and warrant to the Vendor as follows:-

(a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**

(b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Introducer any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

**TENDERER MUST  
COMPLETE THIS  
PAGE**

**Schedule to the Offer Form**

*(To be completed by the Tenderer)*

Property tendered:

Flat A on 16th Floor with Balcony, Utility Platform and Bay window of Wellesley, No.23  
Robinson Road, Hong Kong

**TENDERER MUST  
COMPLETE THIS  
PAGE**

<i>Section 1 - Particulars of the Tenderer</i>			
Name			
ID No. / Passport No. / BR No.			
Address/ Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	E-mail address :		
	Telephone No.		Fax No.



**TENDERER MUST  
COMPLETE THIS  
PAGE**

<i>Section 2 - Purchase Price</i>			
Purchase Price (HK\$)			
Cashier's order(s) and/or bank cheque(s) representing the preliminary deposit (5% of the Purchase Price)	Amount (HK\$) (of which not less than HK\$1,000,000.00 shall be made by way of <b>cashier's order(s)</b> )	Bank	Cashier's order no.
CASHIER'S ORDER(S):			
BANK CHEQUE(S):	Amount (HK\$)	Bank	Bank Cheque no.

**Section 3 – Manner of payment**

*(Please choose one of the following payment methods by putting a tick (✓) in the appropriate box and filling the amount in the appropriate place)*

**Payment Method (A1) - Cash Payment Method - 100 days Completion**

1. HK\$ _____	5% of Purchase Price: being preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement. The formal Agreement for Sale and Purchase shall be signed at the designated solicitors' office within 5 working days after signing of the Preliminary Agreement.
2. HK\$ _____	5% of Purchase Price: being balance of deposit which shall be paid by the Purchaser upon signing of the formal Agreement for Sale and Purchase.
3. HK\$ _____	90% of Purchase Price: being balance of Purchase Price which shall be paid by the Purchaser within 100 days after signing of the Preliminary Agreement.

**Payment Method (A2) - Cash Payment Method - 140 days Completion**

1. HK\$ _____	5% of Purchase Price: being preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement. The formal Agreement for Sale and Purchase shall be signed at the designated solicitors' office within 5 working days after signing of the Preliminary Agreement.
2. HK\$ _____	5% of Purchase Price: being balance of deposit which shall be paid by the Purchaser upon signing of the formal Agreement for Sale and Purchase.
3. HK\$ _____	90% of Purchase Price: being balance of Purchase Price which shall be paid by the Purchaser within 140 days after signing of the Preliminary Agreement.

**Payment Method (A3) - Cash Payment Method - 180 days Completion**

1. HK\$ _____	5% of Purchase Price: being preliminary deposit which shall be paid by the Purchaser upon signing of the Preliminary Agreement. The formal Agreement for Sale and Purchase shall be signed at the designated solicitors' office within 5 working days after signing of the Preliminary Agreement.
2. HK\$ _____	5% of Purchase Price: being balance of deposit which shall be paid by the Purchaser upon signing of the formal Agreement for Sale and Purchase.
3. HK\$ _____	90% of Purchase Price: being balance of Purchase Price which shall be paid by the Purchaser within 180 days after signing of the Preliminary Agreement.

*Section 4 - Submission checklist*

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.9 of the Tender Notice):-

1.  Tender Document with the Offer Form completed and signed
2.  Cashier's order(s) and/or bank cheque(s)
3.  Copy of the Tenderer's identification documents and (if applicable) the attorney's identification documents
4.  Copy of the Introducer's licence (if applicable)
5.  (if applicable) Certified copy of the valid Power of Attorney duly executed by the Tenderer and attested, as certified by a Hong Kong practising solicitor
6. Documents in Annex duly completed and signed by the Tenderer or (if applicable) by his attorney:
  - (1)  Warning to Purchasers (undated)
  - (2)  Personal Information Collection Statement (undated)
  - (3)  Letter of Confirmation of Relationship (undated)
  - (4)  Vendor's Information Form (undated)
  - (5)  Tenderer's / Introducer's Declaration (undated)
  - (6)  Acknowledgement for Viewing of Property (undated)
  - (7)  Acknowledgement Letter Regarding Right of Way (undated)

*Section 5 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)*

We declare and agree as follows:-

1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer’s directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor’s prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer’s directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer’s directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

<b>Director(s)</b>		
	Name	Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		



## 第 3 部分：要約表格

(由投標者填寫)

致：賣方

### 1. 要約

本人/我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的售價購買列於本要約表格的附表內的本物業，並受本招標文件所載的條款及條件及出售條款所約束。

### 2. 如要約獲接納將構成臨時合約

本人/我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成本人/我們與賣方之間按照本招標文件所載的條款及條件而訂立的臨時合約。

### 3. 收取接受投標書信函的地址

本人/我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函或退回銀行本票及/或銀行支票的地址。接納書在投寄後的第 2 個工作日被視為已獲正式收到。

### 4. 參閱售樓說明書

本人/我們確認及聲明，於遞交本要約表格前，已知悉發展項目的售樓說明書可供本人/我們參閱。

### 5. 聲明、陳述及保證

本人/我們現聲明、陳述及保證如下：

- (a) **本要約表格的附表中指明的資料，在本人/我們的所知的範圍內，均為真實及正確。**
- (b) 除售價、提供資料或文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或介紹人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買賣本物業的過程中向其索取任何利益(不論是金錢或其他利益)，買方應向廉政公署舉報。

### 6. 本人/我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有的話)。

要約表格的附表

(由投標者填寫)

所承投購買的本物業：

香港羅便臣道 23 號帝滙豪庭 16 樓 A 單位連露台、工作平台及窗台

第1節 – 投標者的資料			
名稱			
身份證/護照/商業登記證號碼			
地址/註冊辦事處			
香港通訊地址 (如與上面地址不同)			
聯絡資料	聯絡人		
	電郵地址		
	電話號碼		傳真號碼



第2節-售價			
售價 (港幣)			
臨時訂金的銀行本票及/ 或銀行支票(即售價 5%)  銀行本票	金額 (港幣) (當中不少於港幣 \$1,000,000.00 必須以銀行 本票支付)	銀行	銀行本票編號
銀行支票	金額 (港幣)	銀行	銀行支票編號

### 第3節-付款辦法

(請選擇下列其中一項付款計劃，在適當的格子加上剔號(✓)標示並在適當的空位加上相應金額。

付款計劃(A1) - 現金付款計劃- 100 天成交

1. 港幣_____元	售價 5%：於買方簽署臨時合約時支付，作為臨時訂金，並於 5 個工作日內到指定律師樓簽署正式買賣合約。
2. 港幣_____元	售價 5%：於買方簽署正式買賣合約時支付作為訂金餘額。
3. 港幣_____元	售價 90%：於買方簽署臨時合約後 100 天內支付作為售價餘額。

付款計劃(A2) - 現金付款計劃- 140 天成交

1. 港幣_____元	售價 5%：於買方簽署臨時合約時支付，作為臨時訂金，並於 5 個工作日內到指定律師樓簽署正式買賣合約。
2. 港幣_____元	售價 5%：於買方簽署正式買賣合約時支付作為訂金餘額。
3. 港幣_____元	售價 90%：於買方簽署臨時合約後 140 天內支付作為售價餘額。

付款計劃(A3) - 現金付款計劃- 180 天成交

1. 港幣_____元	售價 5%：於買方簽署臨時合約時支付，作為臨時訂金，並於 5 個工作日內到指定律師樓簽署正式買賣合約。
2. 港幣_____元	售價 5%：於買方簽署正式買賣合約時支付作為訂金餘額。
3. 港幣_____元	售價 90%：於買方簽署臨時合約後 180 天內支付作為售價餘額。

#### 第4節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.9 段)：

1.  招標文件連同已填妥及簽署的要約表格
2.  銀行本票及/或銀行支票
3.  投標者的身份證明文件副本及(如適用)受托人的身份證明文件副本
4.  介紹人的牌照副本(如適用的話)
5.  (如適用)由香港執業律師核准一份由投標者妥為簽署及已妥為見証的有效授權書的核准副本
6. 由投標者或(如適用)其獲授權人填妥並簽署的附件的文件：
  - (1)  對買方的警告(未有填上日期)
  - (2)  個人資料收集聲明(未有填上日期)
  - (3)  有關關係的確認函(未有填上日期)
  - (4)  賣方資料表格(未有填上日期)
  - (5)  投標者/介紹人聲明(未有填上日期)
  - (6)  有關參觀物業之確認函(未有填上日期)
  - (7)  關於通行權的確認書(未有填上日期)

#### 第5節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 直至本要約表格的日期投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，由(i)本要約表格的日期至(ii)接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有與投票者相關的公司文件及資料以顯示及核實於下表列出的投票者的董事的數目和身份，而投標者將自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將本物業出售予該投標者。

董事		
	名稱	身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		

### 第6節 – 投標者及見證人的簽署

本人/我們(即投標者)已閱讀整份招標文件及附件中的文件，並填妥要約表格及其附表。本人/我們同意遵守及確認接受招標文件的條款及條件。

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為公司，要約表格須由其獲授權人士簽署及蓋上公司印章。)

投標者簽署：	見證人簽署：
X	X
獲授權人士的姓名(如投標者為公司)：	見證人姓名：
獲授權人的姓名(如適用及投標者為個人)：	獲授權人身份證明文件號碼：  香港身份證 / 護照 / 其他 (請說明)* * 刪去不適用者
日期：	

[第3部分：要約表格完]  
[招標文件完]

## 附錄：接受要約

### APPENDIX : ACCEPTANCE OF OFFER

(附錄不屬於招標文件的一部分。)

(The Appendix does not form part of the Tender Document.)

(只限於賣方同意接受要約後由賣方填寫)

(To be completed ONLY by the Vendor after the Vendor agreeing to accept the Offer)

### 接受要約 ACCEPTANCE OF OFFER

The above offer is accepted by the Vendor on the date stated below subject to the Tender Notice and the Conditions of Sale.

在受到招標公告和出售條款約束的前提下，上述要約在下述日期獲賣方接納。

*Authorised Agent of the Vendor* 賣方授權代理人

**Henderson Property Agency Limited**

恒基物業代理有限公司

(for and on behalf of **Express Hero Limited** 代表翔  
豪有限公司))

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Authorised Signatory(ies)

獲授權之簽署人

Date 日期: \_\_\_\_\_

[End of the Appendix]

[附錄完]

## 附件

### Annex

(附件不屬於招標文件一部分。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

*(The Annex does not form part of the Tender Document. However, the Tenderer should note the documents marked with “#” should be signed and submitted together with the Tender Document.)*

1. 對買方的警告 #  
Warning to Purchasers #
2. 個人資料收集聲明 #  
Personal Information Collection Statement #
3. 有關關係的確認函#  
Letter of Confirmation of Relationship #
4. 賣方資料表格#  
Vendor's Information Form#
5. 投標者/介紹人聲明#  
Tenderer's / Introducer's Declaration #
6. 有關參觀物業之確認函#  
Acknowledgement for Viewing of Property#
7. 關於通行權的確認書#  
Acknowldgement Letter Regarding Right of Way#

**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。

Property : 本物業 :	Wellesley, No.23 Robinson Road, Hong Kong 香港羅便臣道 23 號帝滙豪庭	
	<b>Floor 樓</b>	<b>Flat 單位</b>
	16th (16 樓)	A

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

Purchaser(s)/買方簽署:

\_\_\_\_\_  
Name of Purchaser(s)/姓名 :

Date /日期 :



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

Annex 2  
附件 2

We, Henderson Property Agency Limited, respect your personal data privacy when collecting, storing, using and transferring personal data and are committed to complying with the requirements of the Personal Data (Privacy) Ordinance (Cap.486) (the “**Ordinance**”). This Personal Information Collection Statement (“**PICS**”) explains our privacy policy and sets out the purposes for which your personal data may be used. If you supply personal data relating to any other person, please give a copy of the PICS to that person to enable him/her to see how we handle and use his/her personal data.

我們，恒基物業代理有限公司，在收集、保存、使用及轉移個人資料時，尊重閣下的個人資料私隱；並致力遵守香港法例第486章《個人資料(私隱)條例》(「**該條例**」)的規定。而本「個人資料收集聲明」(「**本聲明**」)旨在說明我們處理個人資料私隱的政策以及列出閣下的個人資料可能被用作的用途。如閣下提供有關任何其他人士的個人資料，請向該名人士提供本聲明副本讓其了解我們如何處理及使用其個人資料。

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

倘若本聲明的英文文本與中文文本有任何不相同之處，概以英文文本為準。

**A. Data Collection and Use**

**個人資料的收集及使用**

We may collect your personal data in order to provide you with our services, products and facilities, including handling your property transaction(s). We may also generate and compile information about you. In this PICS, the references to "you" include (as appropriate) each individual who is a purchaser or customer, a beneficial owner, and an attorney or other representative of the purchaser or customer and, where a purchaser or customer is a company or other entity, also include each of its directors and shareholders and individuals in an equivalent capacity; and the references to "your personal data" include (as appropriate) the personal data of each of these individuals.

為向閣下提供我們的服務、產品及設施(包括處理閣下的物業交易)，我們將收集閣下的個人資料。我們亦可能擬訂及編制有關閣下的資料。在本聲明中，對「閣下」的提述包括(按情況適用)下述每位個人：買家或客戶、實益擁有人及買家或客戶的獲授權人或其他代表，及如買家或客戶為一間公司或其他實體，亦包括其每位董事及股東及具有同等身份的個人；以及對「閣下的個人資料」的提述包括(按情況適用)上述每位個人的個人資料。

You are not obliged to supply your personal data, but if you do not, we may not be able to provide the requested services and products.

閣下並非必須提供個人資料，但如閣下沒有提供個人資料，這可能導致我們無法向閣下提供閣下要求的服務及產品。

We may use your personal data for one or more of the following purposes from time to time :-

我們可能不時使用閣下的個人資料作下列一個或多個用途 :-

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;

- 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise; 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質，或以贈品或其他形式提供)；
  - (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same; 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與抵押權人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
  - (iv) handling your applications or requests for services, products, memberships or benefits; 處理閣下就服務、產品、會籍或利益的申請或要求；
  - (v) facilitating property management and security; 促進物業管理及保安；
  - (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments, facilities or products provided by us or any of Henderson Land Group members (as defined below) or Group Partners (as defined below); 就我們或任何恒基兆業地產集團成員(定義見下文)或集團夥伴(定義見下文)提供的服務、物業、物業發展項目、設施或產品的質素進行調查(完全屬自願性質參與)；
  - (vii) promoting, improving and/or further the provision of facilities, services and products of the Henderson Land Group members and/or the Group Partners (please see further details in “**Use and/or transfer of Your Personal Data for direct marketing**” section below); 就恒基兆業地產集團成員及/或集團夥伴的設施、服務及產品之提供作出推廣、改進及/或進一步提供(請參閱下文部份「在直接促銷中使用及/或轉移閣下的個人資料」)；
  - (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity); 進行統計研究和分析(統計結果將不會揭露閣下的身分)；
  - (ix) contacting you regarding administrative notices, communication and overall customer relationship management; 就有關行政通知、通訊及整體客戶關係管理等事宜而聯絡閣下；
  - (x) following up on comments, inquiries and investigating and handling complaints; 跟進意見、查詢，以及調查及處理投訴；
  - (xi) preventing or detecting illegal or suspicious activities; and 防止或偵測非法或可疑活動；及
  - (xii) meeting the obligations (including any obligations to conduct customer due diligence and/or to make disclosure within or outside Hong Kong) when required by any law, court order, direction, code or guideline applicable to any Henderson Land Group member, or required by policies implemented by the Henderson Land Group, for prevention or detection of money laundering, terrorist financing or other unlawful activities or suspicious activities. 讓各恒基兆業地產集團成員根據適用於彼等的任何法律、法院命令、指令、守則或指引的要求，或按恒基兆業地產集團為相關事項而實施的政策的要求，遵守就防止或偵測洗錢、恐怖分子資金籌集或其他非法或可疑活動的責任(包括任何執行客戶盡職審查及/或於香港境內或境外披露資料的責任)。

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

**"Henderson Land Group" or "Henderson Land Group members"** means Henderson Land Development Company Limited and its subsidiaries and associated companies, and any entity controlled by it or any of its subsidiaries or associated companies from time to time; and an entity is treated as controlled by another if:

「恒基兆業地產集團」或「恒基兆業地產集團成員」指恒基兆業地產有限公司及其子公司及附屬公司，及不時由恒基兆業地產有限公司或其任何子公司或附屬公司控制的任何實體，而在下列情況下，一個實體將被視作受另一實體控制：

- (i) that other entity is able to direct its affairs or to control the composition of its board of directors or governing body; or  
該另一實體可就其事務作出指示，或控制其董事局或管轄組織的組成；或
- (ii) that other entity holds not less than 20% of its issued share capital or has an interest in its shares which entitles that other entity to exercise or control the exercise of not less than 20% of the voting power at its general meetings.  
該另一實體持有其不少於 20% 的已發行股本，或擁有其股份利益致使該另一實體在其股東大會上，有權行使或控制行使不少於 20% 的表決權。

**"Group Partner"** means (i) any joint venture company set up by a Henderson Land Group member with any other real estate developer or any other person for offering real properties and/or products, services or facilities relating to real properties, or (ii) any person who has engaged us to promote or sell real properties (including car parking spaces) on its behalf.

「集團夥伴」指 (i) 恒基兆業地產集團成員與任何其他地產發展商或任何其他人士，為提供地產物業及／或與地產物業有關的產品、服務或設施而成立的任何合營公司，或 (ii) 委任我們為其推廣或銷售地產物業(包括泊車位)的任何其他人士。

## **B. Transfer of Your Personal Data**

### **轉移閣下的個人資料**

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

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

- (i) (a) Henderson Land Group members; and (b) Group Partners;  
(a) 恒基兆業地產集團成員; 及 (b) 集團夥伴;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;  
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, information technology or other services to or support the operation of our or the Henderson Land Group's business;  
提供行政、電訊、資訊科技或其他服務以支援我們的或恒基兆業地產集團的業務運作的任何代理人、承辦商或第三方服務供應商;

- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;  
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) any person who has any interest, right or obligation in respect of your property transaction; and  
對閣下的物業交易有任何權益、權利或義務的任何人士；及
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.  
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引所要求必須向其作出披露的任何人士。

### **C. Use and/or transfer of Your Personal Data for direct marketing**

#### **在進行直接促銷中使用及/或轉移 閣下的個人資料**

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

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

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

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

除非我們已經收到 閣下的書面同意（當中包括表示不反對）。

In connection with direct marketing, we intend:-

就直接促銷而言，我們有意:-

- (a) to use and analyze your personal data collected, generated, compiled or held by us from time to time for understanding the needs and preferences of real estate property purchasers;  
使用及分析我們不時收集、擬訂、編制或持有 閣下的個人資料，以便了解地產物業的買家需求和偏好；
- (b) to market the following classes of services and products to you:  
向 閣下促銷以下類別的服務及產品：-
  - (1) properties or property developments offered by us or any of the persons set out in B(i) above;  
由我們或上述 B（i）段所述的任何人士提供的物業或物業發展項目；
  - (2) services, products and facilities offered by us or any of the persons set out in B(i) above (including real estate agency services, credit facilities and financial services);  
由我們或上述 B（i）段所述的任何人士提供的服務、產品及設施（包括地產代理服務、信貸融資及財務服務）；
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or any of the persons set out in B(i) above; and  
由我們或上述 B（i）段所述的任何人士提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
  - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;  
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

- (c) to provide your personal data to any of the persons set out in B(i) above, in return for money or other property, for their use in direct marketing the classes of services and products described in C(b) above.

提供閣下的個人資料予上述 B(i)段所述的任何人士以獲取金錢或其他財產的回報，以供其在直接促銷上述 C(b)段所述的服務及產品類別中使用。

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

如閣下不欲我們在上述情況直接促銷中使用閣下的個人資料，或向任何人士提供閣下的個人資料，以供其在上述情況在直接促銷中使用，請在本聲明末端適當的方格內加上剔號以行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函下述「D. 查閱及更正閣下的個人資料」部分所列的地址，以選擇不接受直接促銷。

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

##### **查閱及更正閣下的個人資料**

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

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

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

Email address: sales.hk@hld.com

Hotline: 2908 8111

閣下可隨時要求查閱及更正我們紀錄中與閣下有關的個人資料。

閣下可向我們的個人資料（私隱）主任發送資料存取或資料更正要求：

地址：香港中環金融街八號國際金融中心二期七十一樓至七十六樓

電郵地址：sales.hk@hld.com

熱線：2908 8111

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#### **Use of Personal Data in Direct Marketing**

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

### 在直接促銷中使用個人資料

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

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

Signature 簽署：

\_\_\_\_\_  
Name 姓名：

Date 日期：

Property : 本物業：	Wellesley, No.23 Robinson Road, Hong Kong 香港羅便臣道 23 號帝滙豪庭	
	<b>Floor 樓</b>	<b>Flat 單位</b>
	16th (16 樓)	A

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

**有關關係的確認函**  
**Letter of Confirmation of Relationship**

To 致: Express Hero Limited (翔豪有限公司)

Dear Sirs,  
敬啟者

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

Property : 本物業 :	Wellesley, No.23 Robinson Road, Hong Kong 香港羅便臣道 23 號帝滙豪庭	
	<b>Floor 樓</b>	<b>Flat 單位</b>
	16th (16 樓)	A

**(full descriptions of the property is set out in column (A) of the Schedule to the Tender Notice)**  
**(物業詳情列於招標公告附表(A)欄)**

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

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

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

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

吾等/本人乃下述簽署者，就吾等/本人所知悉，茲確認吾等/本人(如簽署者為一間公司，則包括其控權股東)為獨立第三者，並非翔豪有限公司之關連人士(按〈上市規則〉之闡釋)，亦非翔豪有限公司董事之親屬。

吾等/本人茲進一步確認吾等/本人不是：—

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

吾等/本人茲進一步承諾如吾等/本人在簽署正式合約或之前就上述資料有任何改變，吾等/本人將以書面通知貴公司。

Purchaser(s)/買方簽署:

\_\_\_\_\_  
Name of Purchaser(s)/姓名：

Date 日期：

**VENDOR'S INFORMATION FORM**  
**賣方資料表格**

The Vendor(賣方) : Express Hero Limited (翔豪有限公司)

The Development : Wellesley

發展項目 : 帝滙豪庭

Residential Property : Flat A on 16th Floor of the Development

該住宅物業 : 發展項目 16 樓 A 單位

The date on which this Vendor's Information Form is printed : 26 February 2024

本賣方資料表格的印製日期 : 26-02-2024

- (a) **The amount of the management fee that is payable for the Residential Property:**  
須就該住宅物業支付的管理費用的款額：  
每月/per month : 港幣/HK\$9,609.-
- (b) **The amount of the Government rent (if any) that is payable for the Residential Property:**  
Information not yet available  
須就該住宅物業繳付的地稅（如有的話）的款額：  
暫時沒有資料
- (c) **The name of the owners' incorporation (if any):**  
業主立案法團（如有的話）的名稱：  
**The owners' incorporation of the Development has not yet been formed.**  
發展項目仍未有成立業主立案法團。
- (d) **The name of the manager of the Development:**  
發展項目的管理人的姓名或名稱：  
Well Born Real Estate Management Limited  
偉邦物業管理有限公司
- (e) **Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the Residential Properties in the Development:**  
NIL  
賣方自政府或管理處接獲的關乎發展項目中的該住宅物業的擁有人須分擔的款項的任何通知：  
沒有
- (f) **Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:**  
NIL  
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知：  
沒有



(g) **Any pending claim affecting the Residential Property that is known to the Vendor:**

NIL

賣方所知的影響該住宅物業的任何待決的申索：

沒有

Acknowledged by :

確認：

Purchaser(s)/買方簽署：

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Name of Purchaser(s)/姓名：

Date /日期：

**Tenderer's / Introducer's Declaration**  
**PART I – Tenderer's Declaration**

<b>Property tendered :</b>	Wellesley, No.23 Robinson Road, Hong Kong (“the Development”)	
	<b>Floor</b>	<b>Flat</b>
	16th	A

(referred to below as “the Property”)

**(full description of the property is set out in column (A)  
of the Schedule to the Tender Notice)**

**Vendor:** Express Hero 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 Property by way of tender.

**Tenderer:** (Name of the individual / Name of company)

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

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

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

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

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

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

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

(the said introducer, the abovenamed responsible staff of the said introducer and all other staff of the said introducer involved in promoting the Property to the Tenderer are referred to below collectively as “**Introducer**”)

Regarding the matter of the purchase of the Property by way of tender by the Tenderer from Vendor, the Tenderer hereby makes the following declarations and confirmation at the request of HPAL / Vendor:

1. The Tenderer is introduced by the Introducer to purchase the Property by way of tender.
2. The Tenderer acknowledges that HPAL is the sole agent authorised and appointed by the Vendor to handle all matters concerning the transaction of the sale of the Property to the Tenderer on behalf of the Vendor.
3. The Introducer, as middleman between the Vendor / HPAL and the Tenderer, promotes the Property to the Tenderer in its capacity as middleman.

4. The Tenderer knows and acknowledges that HPAL as Vendor's agent is responsible for accepting payment of deposit by the Tenderer, and dealing with the tender matters on behalf of the Vendor.
5. The Introducer has not made any representation, declaration or undertaking on behalf of HPAL / the Vendor to the Tenderer. The Tenderer has obtained from the Vendor the Sales Brochure in respect of the Development, and has acquired and learnt about detailed information concerning the Property via the Sales Brochure which sets out the information of the Property.
6. If the Introducer / Introducer's staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information to the Tenderer during the course of promotion of the Property, all such acts and deeds are purely the personal acts and deeds of the Introducer / Introducer's staff, and HPAL / the Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by the Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of the Vendor or HPAL in respect of the sale and promotion of the Property.
7. Any dealing or dispute between the Tenderer and the Introducer (including but not limited to the acts of the Introducer / Introducer's staff referred to in paragraph 6 above) does not concern or involve HPAL / the Vendor, and the Tenderer shall not refuse to complete or delay the completion formalities of the sale and purchase of the Property because of such dealing or dispute between the Tenderer and the Introducer, and the Tenderer shall not seek indemnification or reduction of purchase price of the Property from HPAL/the Vendor because of such dealing or dispute between the Tenderer and the Introducer.
8. The Tenderer does not object to the payment of commission to the Introducer by the Vendor / HPAL.

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

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

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

**PART II - Introducer's Declaration**

<b>Property tendered :</b>	Wellesley, No.23 Robinson Road, Hong Kong (“the Development”)	
	<b>Floor</b>	<b>Flat</b>
	16th	A

(referred to below as “the Property”)

**(full descriptions of the property is set out in column (A)  
of the Schedule to the Tender Notice)**

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

**Vendor:** Express Hero Limited (referred to below as “Vendor”)

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

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

At the request of “Henderson Property Agency Limited” (“HPAL”, the sole agent appointed by Vendor to handle the transaction of the sale of the Property to the Tenderer) / Vendor, the Introducer hereby makes the following declarations and confirmation:

1. When the responsible staff of Introducer accompanies the Tenderer to proceed with the purchase of the Property of the Development by way of tender, such staff of the Introducer must (1) show his/her Identity Card, (2) show his/her staff card with his/her photo affixed thereon, and (3) provide his/her name card, for verification and recording of such information by staff of HPAL. If the above personal information provided by the staff of the Introducer is inadequate, no commission will be calculated and paid to the Introducer in respect of such successful sale and purchase transaction.
2. The Introducer undertakes that the Introducer and its staff will not make any misrepresentations, false statements, false declarations, false undertakings or disseminate false or misleading information to the Tenderer during the course of promoting the Property. If the Introducer and/or its staff made any misrepresentations, false statements, false declarations, false undertakings or disseminated false or misleading information during the course of promotion of the Property, all such acts and deeds are purely the personal acts and deeds of the Introducer and/or its staff, and HPAL / the Vendor shall not in any way be held responsible for such misrepresentations, false statements, false declarations, false undertakings or such dissemination of false or misleading information (if any) by the Introducer / Introducer's staff. For the avoidance of doubt, the Introducer is not the agent of HPAL or the Vendor in respect of the sale and promotion of the Property of the Development.
3. If any person (including the Tenderer or its agent) makes any claim (or via other person makes any claim) in respect of any misrepresentations, false statements, false declarations, false undertakings or any dissemination of false or misleading information by the Introducer or its

staff, the Introducer shall indemnify HPAL / the Vendor in respect of such claim as well as any fees, losses, damages or expenses paid, suffered or incurred by HPAL / the Vendor relating to and arising from such claim.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## 投標者/介紹人聲明

招標物業：	香港羅便臣道 23 號帝滙豪庭 (後稱「發展項目」)	
	樓	單位
	16 樓	A

(後稱「上述物業」)

(物業詳情列於招標公告附表(A)欄)

### 第一部分 - 投標者聲明

**賣方：** 翔豪有限公司(後稱「賣方」)，就招標出售上述物業事宜賣方所指派的唯一代理人為「恒基物業代理有限公司」(後稱「恒物」)

**投標者：** (投標者姓名/公司名稱) \_\_\_\_\_ 身份證/商業登記證號碼: \_\_\_\_\_ (後稱「投標者」)

地址: \_\_\_\_\_

**介紹人：** (公司名稱) \_\_\_\_\_

商業登記證: \_\_\_\_\_

地址: \_\_\_\_\_

介紹人公司負責職員的姓名: \_\_\_\_\_

身份證號碼: \_\_\_\_\_ 電話: \_\_\_\_\_

(上述介紹人公司、上述介紹人公司負責職員、以及上述介紹人公司所有其他有參與向投標者推介上述物業的職員，後統稱「介紹人」)

**就投標者向賣方投標認購上述物業的事宜，投標者現應恒物/賣方要求，作出下列聲明及確認 :-**

- 一 投標者乃經由介紹人之推介投標認購上述物業。
- 二 投標者知悉恒物為唯一獲賣方授權、由賣方指派的代理人，代賣方處理所有關於出售上述物業予投標者之交易的事宜。
- 三 介紹人，作為賣方/恒物與投標者之間的中介人，以中介人身份，向投標者推介上述物業。
- 四 投標者知悉及確認恒物作為賣方代理人負責接收投標者所支付的訂金及代表賣方處理招標事宜。

- 五 介紹人並無代恒物/賣方向投標者作出任何陳述、聲明或承諾。 投標者已從賣方取得有關發展項目的售樓說明書，並透過售樓說明書列載有關上述物業的資料，得悉上述物業的詳細資料。
- 六 若介紹人/介紹人的職員在推介上述物業之過程中曾向投標者所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾，或傳布虛假的或具誤導性的資料，此等行為純屬介紹人/介紹人的職員的個人行為，恒物/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料（如有的話）負上任何責任。為免生疑問，介紹人並非賣方或恒物就出售、推介上述物業之代理人。
- 七 投標者與介紹人之任何轉讓或糾紛（包括，但不限於，上述第六款提及的介紹人/介紹人的職員的行為），概與恒物/賣方無涉，投標者不會以此拒絕或拖延完成買賣上述物業之交易，亦不會就此向恒物/賣方索取彌償或要求減價。
- 八 投標者不反對賣方/恒物支付佣金予介紹人。

投標者簽署\_\_\_\_\_

投標者 I.D./B.R. No: \_\_\_\_\_

二零二 年 月 日

## 第二部分 - 介紹人聲明

招標物業：*	香港羅便臣道 23 號帝滙豪庭 (後稱「發展項目」)	
	樓	單位
	16 樓	A

(後稱「上述物業」)

### (物業詳情列於招標公告附表(A)欄)

介紹人： \_\_\_\_\_ (公司名稱) (後稱「介紹人」)

賣方： 翔豪有限公司 (後稱「賣方」)

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

介紹人以中介人身份，向投標者推介上述物業。

介紹人現應「恒基物業代理有限公司」(即賣方指派處理出售上述物業予投標者之交易的唯一代理人，後稱「恒物」)/賣方要求，作出下列聲明及確認：

- (一) 介紹人的職員於陪同投標者投標認購發展項目的物業時，必須(1)出示其身分證，(2)出示其附有相片之職員證，及(3)提供其公司名片，讓恒物職員核對及記錄。如介紹人的職員所提供以上之個人資料不詳，則介紹人於該宗交易完成後的佣金將不被計算及支付。
- (二) 介紹人承諾介紹人及其職員在推介上述物業之過程中不會向投標者作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料。若介紹人及/或其職員在推介上述物業之過程中作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾、或傳布虛假的或具誤導性的資料，此等行為純屬介紹人及/或其職員的個人行為，恒物/賣方不須就有關失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料(如有的話)負上任何責任。為免生疑問，介紹人並非恒物或賣方就出售、推介發展項目上述物業之代理人。
- (三) 如任何人(包括投標者或其代理人)因介紹人/其職員所作出任何失實陳述、虛假陳述、虛假的聲明、虛假的承諾或傳布虛假的或具誤導性的資料而提出(或由他人代其提出)申索，介紹人須就該申索及與該申索相關而招致的任何費用、損失、損害或開支，向恒物/賣方作出彌償。

介紹人(由其負責人)簽署: \_\_\_\_\_

介紹人的職員 ID No./ 地產代理牌照號碼: \_\_\_\_\_

二零二 年 月 日



有關參觀物業之確認函  
**Acknowledgement for Viewing of Property**

Annex 6  
附件 6

To: Express Hero Limited  
致：翔豪有限公司

Property : 本物業：	Wellesley, No.23 Robinson Road, Hong Kong 香港羅便臣道 23 號帝滙豪庭	
	<b>Floor 樓</b>	<b>Flat 單位</b>
	16th (16 樓)	A

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

I/We hereby acknowledge that before submission of the tender documents, the Property is made available to I/we for viewing.

本人/吾等現確認於遞交招標文件前，該物業已可供本人/吾等參觀。

I/We have viewed the Property and agreed to accept the delivery of vacant possession of the Property as it stands.

本人/吾等已參觀該物業並同意接受該物業根據已建成之現狀為賣方交吉之交樓標準。

SIGNED by the Purchaser/買方簽署：

\_\_\_\_\_  
Name/姓名：

Date/日期：

**Acknowledgement Letter Regarding Right of Way**  
**關於通行權的確認書**

Annex 7  
附件 7

Vendor 賣方	Express Hero Limited 翔豪有限公司
Property 本物業	Flat A on the 16th Floor with Balcony, Utility Platform and Bay window of Wellesley, 23 Robinson Road, Hong Kong 香港羅便臣道 23 號帝滙豪庭 16 樓 A 室連露台、工作平台及窗台
Purchaser(s) 買方	
Date 日期	

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

本人 / 吾等，下方簽署人，特此確認，本人 / 吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：-

- (i) Inland Lot No.4007 was granted subject to a right of way for the owners of all the adjacent lots to pass and repass into Robinson Road over such portion of the piece or parcel of ground as is hatched green on the plan annexed to the Government Lease of Inland Lot No.4007 and marked "Right of Way".

內地段第 4007 號獲批租時須受一項通行權所規限，該通行權為所有毗鄰地段的擁有人均可通行及再通行於內地段第 4007 號的政府租契的圖則上以綠色斜線顯示並標明「通行權」的該幅土地以進入羅便臣道。

- (ii) Inland Lot No.4008 was granted together with a right of way over such portion of Inland Lot No.4007 as is coloured yellow on the plan annexed to the Government Lease of Inland Lot No.4008 and marked "Right of Way" and subject to a right of way for the owners of all the adjacent lots to pass and repass into Robinson Road over such portion of the piece of parcel of ground as is hatched green on the said plan.

內地段第 4008 號獲批租時連同一項通行內地段第 4007 號部分路段的通行權，該路段於內地段第 4008 號政府租契的圖則上以黃色顯示並標明「通行權」。同時，內地段第 4008 號獲批租時須受另一項通行權所規限，該另一項通行權為所有毗鄰地段的擁有人均可通行及再通行於前述圖則上以綠色斜線顯示的該幅土地以進入羅便臣道。

I/We confirm and declare that I am/we are fully aware of the obligations in relation to the above Rights of Way.

本人/我們確認及聲明已知悉有關上述「通行權」的責任。

In the event of any conflict or discrepancy between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.

如本確認書之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

## Reminder to Prospective Purchasers

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

- (a) **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s);
- (b) Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute;
- (c) **Enquire with the vendor or Designated FC** (as the case may be) **direct** about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available;
- (d) **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
- (e) **Remain cool-headed** and critically consider the followings:
  - Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
  - Be mindful of risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;
  - Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
  - Affordability and repayment ability - after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
  - Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

## 給準買家的提醒

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

- (a) 細閱有關價單和其他相關文件內列出的財務計劃資料（包括條款及條件等）；
- (b) 不要輕信地產代理等第三方的口頭承諾，例如保證獲得或易於取得按揭、押記或貸款的批核，並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下來，並經有關公司加簽，以避免爭議；
- (c) 直接向賣方或其指定財務公司（視屬何種情況而定）查詢有關財務計劃的條款及條件（包括任何提早還款的罰款）、批核條件和申請手續（包括有關財務計劃是否只在特定時限內提供）等詳情；
- (d) 在賣方或其指定財務公司（視屬何種情況而定）以書面形式確認根據財務計劃可取得的貸款額及相關條款前，切勿貿然簽訂臨時買賣合約。在簽署任何文件前，應小心閱讀合約文件內容，並在有需要時徵詢法律意見；以及
- (e) 保持冷靜並審慎考慮以下事項：
  - 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一按和二按的最長還款期、利率及貸款上限；
  - 注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險，因而影響你根據財務計劃取得貸款的能力；
  - 對按揭成數高的按揭貸款計劃要特別留神，尤其是擬選用建築期付款方式的準買家。如在此期間，住宅物業的市值跌至低於買入價或利率上升，你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易，你的首期付款很可能會被沒收。
  - 負擔能力與還款能力 — 在免息免供期完結後，按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期，利息支出可能會進一步上升；以及
  - 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說，如有關財務計劃不再接受申請，或你未能根據有關計劃取得貸款，你有什麼選擇？