

TENDER DOCUMENT

招標文件

**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 properties
set out in Sales Arrangement No. [3] issued by the Vendor
(as the same may be revised by the Vendor from time to time)
(the “Sales Arrangement”)

招標承投購買載於賣方發出的銷售安排第[3]號
(及賣方不時對其作出的修改)(「銷售安排」)內

at

The Cavaridge

(“the Development”)

位於駿嶺蒼 (「發展項目」) 之物業

(Unless previously Sold or Withdrawn)

(但若在招標截止時限之前已被撤回或出售則除外)

Tenders must be submitted between the Tender Commencement Date and Time (as set out in the Sales Arrangement) to the Tender Closing Date and Time (as set out in the Sales Arrangement) in the prescribed form to the Tender Box labeled “**Public Tender for The Cavaridge**” placed at the Sales Office (as defined in the Tender Notice) in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for The Cavaridge**”.

投標須採用指定的投標表格，放入普通信封內封密，信封面須清楚註明「**駿嶺蒼投標書**」，並於招標開始日期及時間(指載於銷售安排的招標開始日期及時間)至招標截止日期及時間(指載於銷售安排的招標截止日期及時間)內，放入位於售樓處(定義見招標公告)擺放標示為「**駿嶺蒼公開招標**」的投標箱內。

TENDER NOTICE

招標公告

1. Golden Concept Development Limited (the “**Vendor**”) invites tenders for the purchase of the property(ies) set out in the Sales Arrangement (the “**Property**”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “**Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) annexed hereto as Appendix A and Appendix B respectively.

創金發展有限公司（「**賣方**」）現按照本招標公告、附件 A 的投標表格(以下簡稱「**投標表格**」)及附件 B 的臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及條件招標承投購買載於銷售安排的物業（以下簡稱「**本物業**」）。

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.

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。

3. The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.

賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交之投標書。

4. The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property from sale or to sell or dispose all or any of the Property or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

賣方保留權利在接納任何投標書之前的任何時間撤回全部或任何本物業不予出售，或將全部或任何本物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣) 售予任何人。

5. The Vendor has the absolute right and discretion to adjust the Tender Closing Date and/or Time of any of the Property by amending the sales arrangements issued by the Vendor (as may be revised by the Vendor from time to time) relating to any of the Property. Tenderers are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender. The Property will become unavailable for tender once the Vendor accepts a tender after the close of a previous tender exercise of the Property. Please note also that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排不時更改招標截

止日期及/或時間。投標者敬請檢視發展項目的成交紀錄冊，以知悉本物業是否仍然可供招標出售。一旦賣方在本物業的先前的招標程序完結後接納本物業的投標，本物業即變為不再可供招標出售。投標者亦請注意發展項目的成交紀錄冊未必一定於賣方接納投標後立即更新。

6. Tenderers should note that:

投標者須注意：

- (a) Gallant (the “**Vendor’s Solicitors**”) do not act for any tenderer in the process of this tender.

何耀棟律師事務所(「賣方律師」)在本招標過程中不代表任何投標者。

- (b) 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 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.

中標者可委託自己的獨立律師代其就以下事宣行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及 (ii) 其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

7. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) (in the form annexed hereto as Appendix A) and the **Preliminary Agreement** (in **DUPLICATE**) (in the form annexed hereto as Appendix B) both without any amendments duly completed and signed by the tenderer.

採用未經修改的**投標表格**(按照附件 A 所列的格式)及**臨時合約**(按照附件 B 所列的格式)，由投標者填妥並簽署一式兩份。

Please only date the Form of Tender BUT DO NOT date the Preliminary Agreement.

請於簽署投標表格時填上簽署日期但請勿於臨時合約填上日期。

- (b) accompanied with the following documents: -

連同以下文件：

- (i) One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the amount equal to **5%** of the Tender Price

(as defined in the Form of Tender) for the Property, such sum being the **preliminary deposit** for the tender, made payable to “GALLANT”.

由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票，金額為本物業的投標價(具有投標表格給予該詞的涵義)的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「何耀棣律師事務所」。

- (ii) If the tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the tenderer and 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 (if any) and a copy of the board resolutions authorising the signing of the Form of Tender, the Preliminary Agreement and other related documents of the tenderer.

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(如有)及董事會議記錄證明投標表格、臨時合約及有關文件上簽署之授權的複印本。

- (iii) Copy of licence and name card of the estate agent appointed by the tenderer (if applicable).

投標者委託的地產經紀的牌照複印本及名片(如適用)。

- (iv) Warning to Purchasers (in Form 1 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer.

由投標者填妥及簽署的「對買方的警告」(其格式附夾於本文件附件 C-表格一，不得修改)。

- (v) Vendor's Information Form (in Form 2 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer.

由投標者填妥及簽署的「賣方資料表格」(其格式附夾於本文件附件 C-表格二，不得修改)。

- (vi) Personal Information Collection Statement (in Form 3 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer.

由投標者填妥及簽署的「個人資料收集聲明」(其格式附夾於本文件附件 C-表格三，不得修改)

- (vii) Following documents (in Form 4-6 enclosed in Appendix C) duly

completed and signed without any amendments by the tenderer:

由投標者填妥並簽署的以下文件(其格式附夾於本文件附件 C-表格四-六, 不得修改):

- (1) Acknowledgement Letter Regarding Availability of Property for Viewing
關於參觀物業的確認信
- (2) Acknowledgement Letter regarding Stamp Duty
關於印花稅的確認書
- (3) Acknowledgement Letter Regarding Operation of Gondola
關於吊船操作的確認書

Please do NOT date any of the documents referred to in this subparagraph (vii).

請不要於本第(vii)分段所述的任何文件內填上日期。

(c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Tender for The Cavaridge**”; and
放入普通信封內封密, 信封面須清楚註明「**駿嶺蒼投標書**」; 以及

(d) submit the same to the Tender Box labeled “**Public Tender for The Cavaridge**” placed at 25/F, Delta House, 3 On Yiu Street, Shatin, N.T, Hong Kong (the “**Sales Office**”) between the Tender Commencement Date and Time to the Tender Closing Date and Time.

於招標開始日期及時間起至招標截止日期及時間為止, 放入位於香港新界沙田石門安耀街 3 號匯達大廈 25 樓的售樓處(「**售樓處**」) 擺放的標示為「**駿嶺蒼公開招標**」的投標箱內。

The tender will proceed in accordance with the relevant sales arrangements prescribed under the Residential Properties (First-hand Sales) Ordinance irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time on any date of sale.

即使於任何出售日期及任何時間內有任何熱帶氣旋警告信號或任何暴雨警告信號生效, 招標會繼續按《一手住宅物業銷售條例》的相關銷售安排進行。

8. All cashier order(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 order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Tender Price. All other cashier order(s) will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days

from the Acceptance Date (as defined below) to the unsuccessful tenderers at the address stated in their tenders.

在賣方對收到的投標書作出決定前，所有銀行本票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付投標價的部份款項。所有其他銀行本票將於下文訂明的承約日期起計 14 日內，按投標書所載通過郵遞方式退還予落選投標者，一切郵遞涉及之風險由落選投標者承擔。

9. (a) The tenderer must sign the Form of Tender and other documents personally (if the tenderer is a company, by its director) and shall be deemed to be acting as a principal.
投標者須親身簽署投標表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
 - (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 Form of Tender.
投標者如為公司，須於投標表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
 - (c) The Hong Kong correspondence address specified in the Form of Tender shall be the address for the purpose of receipt of notification regarding the acceptance of tender and return of cashier order(s).
投標表格中指定的香港通訊地址將會是收取接納投標書通知及退回銀行本票的地址。
10. (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 in accordance with the terms and conditions set out in this Tender Notice, the Preliminary Agreement and the Form of Tender within 14 working days after the closing date of the tender (the “**Acceptance Date**”). After the tender has been submitted in accordance with the procedures set out in this Tender Notice, 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 Acceptance Date.
作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可供賣方在招標截止日期後的第十四個工作天(簡稱「**承約日期**」)或之前按照本招標公告、臨時合約和投標表格所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約日期之前，投標書都可由賣方隨時接納。

- (b) In consideration of the provision and undertaking 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.

作為上文(a)分段所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書面要求時向該投標者支付港幣 10 元。

11. If a tender is accepted, the successful tenderer shall become the purchaser of the Property (the “**Purchaser**”) and:

投標如獲接納，中標者即成為本物業的買方(以下簡稱「買方」):

- (a) the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;

賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接納中標者之要約。賣方接納後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；

- (b) the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and

賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及

- (c) within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase (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 between 10:00 a.m. to 5:00 p.m. from Monday to Friday (except public holiday) at the Sales Office. 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.

在臨時合約日期後的 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（「正式合約」），不能對其作出任何改動或修訂。正式合約的標準格式存放在售樓處，於星期一至星期五上午 10 時至下午 5 時(公眾假期除外)期間以供審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

12. 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 Preliminary Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at 25/F, Delta House, 3 On Yiu Street, Shatin, N.T, Hong Kong (Enquiry Hotline: 2669 8899).

投標者宜注意，賣方只會回答關於本物業的一般問題，而不會就本招標公告、臨時合約或關於本物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方，地址為香港新界沙田石門安耀街3號匯達大廈25樓(查詢熱線: 2669 8899)。

13. 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 Notice, the Preliminary Agreement 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 Notice, the Preliminary Agreement or the Agreement.

賣方任何人員或代理或賣方的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。任何陳述不得作為或視作構成本招標公告、臨時合約或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、臨時合約或正式合約所列出的任何條款或條件。

14. 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 Notice. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Notice shall be treated as non-conforming tenders.

賣方保留權利按其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本招標公告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公告所須遞交的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

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

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

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

介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人士負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束；

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

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

- (c) whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's confirmation.

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

16. The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

Appendix 附件 A: FORM OF TENDER 投標表格

(To be completed by the Tenderer) (由投標者填寫)

To: The Vendor 致：賣方

1. Offer 要約

I/We (whose name(s) and address(es) specified in the Schedule to this Form of Tender), the Tenderer, hereby irrevocably offer to purchase the Property at the Tender Price specified in the Schedule to this Form of Tender subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

本人／我們(其名稱與地址載於本投標表格的附表)，即投標者，現不可撤銷地提出要約以本投標表格的附表中指明的投標價購買本物業，並受本投標表格、招標公告(以下簡稱「**招標公告**」)及臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及細則所約束。

2. Address for receipt of Letter of Acceptance 收取接納通知的地址

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Form of Tender shall be the address for the purpose of receipt of notification of successful tender and/or return of cashier order(s).

本人／我們同意於本投標表格的附表中指明的香港通訊地址將作為收取接納投標書通知及退回銀行本票的地址。

3. Declarations, representations and warranties 聲明、陳述及保證

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

本人／我們現聲明、陳述及保證如下：

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

本投標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) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Tender

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.

除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

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

本人／我們授權賣方完成連同本招標表格遞交的文件中的細節(現在留白)(如有)。

Schedule to the Form of Tender

投標表格的附表

(To be completed by the Tenderer)

(由投標者填寫)

Section 1 第 1 節 – Particulars of the Tenderer 投標者的資料				
Name 名稱				
ID No. / Passport No. / BR No. 身份證/護照/商業登記證號碼				
Address/ Registered office 地址/註冊辦事處				
Hong Kong Correspondence address (if different from above) 香港通訊地址(如與上面不同)				
Contact details 聯絡資料	Name 聯絡人		Email 電郵	
	Telephone 電話		Fax 傳真	

Section 2 第 2 節 – Tendered Property 投標物業 (「本物業」the “Property”)						
	House No. 洋房編號	Flat 分層單位			Residential Car Parking Spaces 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
1.						
2.						

Section 3 第 3 節 – Tender Price 投標價			
Tender price (HK\$) 投標價(HK\$)			
Cashier order 銀行本票	Amount 金額 (HK\$)	Bank 銀行	Cashier order no. 本票編號

Section 4 第 4 節 – Payment plan 付款計劃

Please refer to the Preliminary Agreement for details of the payment plans. The Tenderer must choose **one** of the payment plans and complete the Preliminary Agreement accordingly.

有關付款計劃，請參閱臨時買賣合約。投標者須於臨時買賣合約選擇並填寫**其中一種**付款計劃。

Section 5 第 5 節 – Intermediary (if any) 中介人(如有)

Name of sales person
地產代理姓名

EA Licence No.
地產代理牌照號碼

Estate agency
公司名稱

Contact No.
聯絡電話

Declaration regarding Intermediary (applicable only if an Intermediary is specified)

I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document and the terms and conditions as set out in the transaction documents.

關於中介人的聲明(僅於有指明中介人時適用)

本人/我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件條款及交易文件條款進行。

Section 6 第 6 節 – Viewing of the Property (#Please tick either one) 參觀本物業(#請剔其中一項)

The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property. 賣方已開放本物業以供本人/我們參觀，而本人/我們亦已參觀本物業。

I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so. 本人/我們明白本人/我們有權在遞交投標書前參觀本物業，而賣方已開放本物業以供本人/我們參觀，但本人/我們決定不參觀本物業。

Section 7 第 7 節 – Declaration of relationship with the Vendor (# Please tick as appropriate)
與賣方關係的聲明(#請剔適用者)

I/We [# are / are not] a related party* to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們[# 是 / 不是] 賣方的有關連人士*。

*(A person is a related party to the Vendor if that person is:

(a) a director of the Vendor, or a parent, spouse or child of such a director;

- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) a manager of such an associate corporation or holding company.

For the purpose of this Declaration, “manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622).

*(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是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
- (f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。)

Section 8 第 8 節 – Submission checklist 遞交清單

The following documents are submitted together with this Tender

下列文件連同本投標書一併附上：

1. Cashier order(s) made payable to “Gallant” as preliminary deposit
抬頭為「何耀棣律師事務所」的銀行本票作為臨時訂金
2. “Form of Tender” (in **DUPLICATE**) (in the form annexed to the Tender Notice as Appendix A) duly completed and signed by me/us
已由本人/我們填妥及簽署的「投標表格」(一式兩份)(按照招標公告附件 A 所列的格式)
3. “Preliminary Agreement for Sale and Purchase” (in **DUPLICATE**) (in the form annexed to the Tender Notice as Appendix B) duly completed and signed by me/us
已由本人/我們填妥及簽署的「臨時買賣合約」(一式兩份)(按照招標公告附件 B 所列的格式)
4. A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable) / copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)
本人/我們的香港身份證影印副本(如適用)/我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及董事會議記錄證明投標表格、臨時合約及有關文件上簽署之授權之影印副本(如適用)
5. A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable) 本人/我們委任之地產代理的牌照影印副本及名片 (如適用)
6. Following documents (in the form enclosed in Appendix C) duly completed and signed by me/us:
已由本人/我們填妥及簽署的附件 C 的文件：

- (i) Warning to Purchasers 對買方的警告
- (ii) Vendor's Information Form 賣方資料表格
- (iii) Personal Information Collection Statement 個人資料收集聲明
- (iv) Acknowledgement Letter Regarding Availability of Property for Viewing 關於參觀物業的確認信
- (v) Acknowledgement Letter regarding Stamp Duty 關於印花稅的確認書
- (vi) Acknowledgement Letter Regarding Operation of Gondola 關於吊船操作的確認書

Section 9 第 9 節 – Signature of the Tenderer and witness 投標者及見證人的簽署

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

(Note: The Form of Tender must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Form of Tender must be signed by its authorized signatory(s) with company chop.)

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

Signed by the Tenderer:

投標者簽署：

Witnessed by:

見證人簽署：

Name of the authorized signature (if the Tenderer is a company):

獲授權人士的名稱(如投標者為公司)：

Name of the witness:

見證人名稱：

Date:

日期：

Appendix 附件 B: PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約

PRELIMINARY AGREEMENT FOR SALE & PURCHASE

臨時買賣合約

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
臨時買賣合約 (下稱「臨時合約」)

No. 編號: PASP-CVR-2020-H58
Date 日期:

Particulars of Vendor 賣方資料	
Vendor 賣方	Golden Concept Development Limited 創金發展有限公司
Vendor's Solicitors 賣方律師	Gallant 5/F, Jardine House, 1 Connaught Place, Central, Hong Kong 何耀棟律師事務所 香港中環康樂廣場一號怡和大廈五樓 Tel 電話: +852 2526 3336 Fax 傳真: +852 2845 9294
Particulars of Purchaser 買方資料	
Purchaser 買方	
HK I.D. / Business Registration No. 身份證號碼 / 商業登記證號碼	
Address / Registered Address 地址 / 註冊地址	
Hong Kong Correspondence Address (if different from above) 香港通訊地址 (如與上址不同)	
Phone no. 電話	
The Development 發展項目	
Name of the Development 發展項目名稱	The Cavaridge 駿嶺薈
Address of the Development 發展項目地址	No. 38 Lai Ping Road 麗坪路38號

The Property 本物業				
House 洋房編號	Tower 座	Floor 樓層	Flat 單位	Residential Car Parking Space 住宅停車位
58				

Payment Term 付款方法			
The Purchase Price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows:- 本物業的售價為港幣 _____ 元，買方須按以下方式付予賣方:			
<input type="checkbox"/> 180-day Plan 180天付款計劃	Preliminary Deposit 臨時訂金	HK\$ 港幣	元 which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement 即售價的5%，須於簽署本臨時合約時支付
	Further Deposit 加付訂金	HK\$ 港幣	元 which is equal to 45% of the Purchase Price shall be paid on or before _____ (i.e. the 90th calendar day after the date on which this Preliminary Agreement is signed) 即售價的45%，須於 _____ (即本臨時合約的簽署日期之後的90個日曆日)或之前支付

	Balance Payment 售價餘款 (Completion Date 成交日期)	HK\$ 港幣 元	which is equal to 50% of the Purchase Price shall be paid on or before the date of completion which is _____ (i.e. the 180th calendar day after the date on which this Preliminary Agreement is signed) 即售價的50%，須於成交日期_____ (即本臨時合約的簽署日期之後的第180個日曆日)或之前支付
--	--	---------------------	---

<input type="checkbox"/> Applicable 適用 <input type="checkbox"/> N/A 不適用	Estate Agent 地產代理	
	The Purchaser hereby certifies that the above purchase is introduced by the following estate agent:- 買方茲證明上述的購買乃由下列地產代理促成：	
	Estate agent (Company) 地產代理(公司)	
	Estate agent 地產代理	
	Estate agent's Licence (individual) No. 地產代理(個人) 牌照號碼:	

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

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

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

Acknowledged receipt of the Preliminary Deposit in the sum of HK\$ _____ by way of Cheque/Cashier's Order(s) (subject to bank clearance) by the Vendor.

賣方茲證明已收到支票/本票港幣 _____ (以銀行過數作實) 如下作為臨時訂金。

Name of Bank:
銀行名稱 _____

Cheque/Cashier's Order(s) No.:
支票/本票號碼 _____

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and the following "Other Terms and Conditions".

賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業。

Purchaser's Signature
買方簽署

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

Other Terms and Conditions

其他條款及條件

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 6(a) is calculated in accordance with section 8(3) of that Ordinance; and 第 6(a) 條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 6(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第 6(b) 條所指的項目的面積, 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. 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。

4. 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。

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

如買方沒有在本臨時合約的簽署日期之後的五個工作日內簽立正式合約:

- (a) this Preliminary Agreement is terminated; 本臨時合約即告終止;
- (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。

6. The measurements of the Property are as follows:-

本物業的量度尺寸如下

- (a) the saleable area of the Property is 495.757 square metres/ 5336 square feet *[of which -]

本物業的實用面積為 平方米/ 平方呎*[, 其中-]

*[5.999 square metres/ 65 square feet is the floor area of the balcony];

*[平方米/ 平方呎為露台的樓面面積];

*[1.500 square metres/ 16 square feet is the floor area of the utility platform];

*[平方米/ 平方呎為工作平台的樓面面積];

*[-- square metres/ - square feet is the floor area of the verandah]; and

*[平方米/ 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 4.533 square metres/ 49 square feet];

*[空調機房的面積為 平方米/ 平方呎];

*[the area of the bay window is -- square metres/ -- square feet];

*[窗台的面積為 平方米/ 平方呎];

*[the area of the cockloft is -- square metres/ -- square feet];

*[閣樓的面積為 平方米/ 平方呎];

*[the area of the flat roof is 9.939 square metres/ 107 square feet];

*[平台的面積為 平方米/ 平方呎];

*[the area of the garden is 125.029 square metres/ 1346 square feet];

*[花園的面積為 平方米/ 平方呎];

*[the area of the parking space is 38.161 square metres/ 411 square feet];

*[停車位的面積為 平方米/ 平方呎];

*[the area of the roof is 133.782 square metres/ 1440 square feet];

*[天台的面積為 平方米/ 平方呎];

*[the area of the stairhood is 6.843 square metres/ 74 square feet];

*[梯屋的面積為 平方米/ 平方呎];

*[the area of the terrace is -- square metres/ -- square feet];

*[前庭的面積為 -- 平方米/ -- 平方呎];

*[the area of the yard is -- square metres/ -- square feet];

*[庭院的面積為 -- 平方米/ -- 平方呎];

7. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備列於隨本臨時合約附上之"附表一"。"附表一"屬本臨時合約的一部份。
8. 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 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
買方已確認收到第10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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers":-
就第 9 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，可能高於若你一開便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章) 強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that-
買方須於正式合約中向賣方作出以下協議-
- (I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever.
不論正式合約其後於任何情況下被取消，賣方有權保留臨時訂金。
- (II) other than entering into a mortgage of the Property, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment of the Property.
除以本物業作按揭或押記外，在交易買賣完成及簽署本物業轉讓契前，買方不得提名任何人士簽訂接受本物業之轉讓契、轉售本物業或以任何形式轉讓本物業之正式合約之權益或訂立任何協議以達致上述提名、轉售或轉讓的目的。
13. 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) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後五個工作天內，於辦公時間到賣方律師樓(若買方自行聘請律師，則到有關律師行)簽署一份由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of

5% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.

正式合約將訂明：如賣方就買方要求，按賣方酌情同意，以合約方式或以其他方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之五之款項及買方須承擔賣方取消正式合約之律師費及有關費用（包括如須繳付之印花稅）。

15. It is hereby agreed and declared by the Purchaser and the Vendor that 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 in any manner whatever. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the Further Deposit of the Purchase Price payable upon signing of the Agreement.

買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托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。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及繳付於簽訂正式合約時須繳付的加付訂金前不得變更或容許變更公司之董事或股東或其持股量。

16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("DMC") and the plans to be attached to the DMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the manager of the Development advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' cost and disbursement of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (b) to (f) listed above in any case.

於此買賣交易中買方須負責繳付 (a) 所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (b) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤；(c) 業權文件認證副本之一切費用；(d) 本物業的正式合約及轉讓契之圖則費；(e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用；及 (f) 本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前，按照正式合約及大廈公契及管理合約向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。

17. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

買賣完成時，賣方須將本物業交予買方。

19. The Property is sold to the Purchaser on an "as is basis" and the Purchaser agrees and acknowledges that he has duly inspected the Property and the fittings, finishes and appliances therein and takes them as they stand.

本物業是以現狀售予買方，買方同意並確認其本人已實地視察本物業並接受本物業及本物業內的裝置，裝修物料及設備的現狀。

19. All deposits, part payment of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.

所有訂金、售價的任何部份及餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師行作抬頭人支付。

20. Time shall in every respect be of the essence of this Preliminary Agreement.

本臨時合約所列之時間或時限乃本合約要素，必須嚴謹遵守。

21. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。

22. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant government authority/authorities.
賣方在此保留根據正式合約修改與本物業和或本發展項目有關的圖則的權利，惟賣方須事先取得政府有關部門的批准(如需要)。
23. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前，買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
24. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼，須立即以書面通知賣方。
25. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Term and the calculation of the Purchase Price of the Property.
賣方保留權利修改付款方法及售價在計算方面之錯誤或遺漏。
26. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
本物業是《印花稅條例》(第 117 章) 第 29A(1) 條所指的住宅物業。
27. The Chinese version of this Preliminary Agreement is for reference only and in case of any discrepancy, difference or dispute, the English version shall prevail.
此臨時合約之中文譯本謹供參考之用，如解釋有任何出入或有爭議，概以英文文本為準。
28. The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.
買方已細閱此臨時合約，並完全明白及同意其內容。

Schedule 1

附表一

1. Exterior finishes

Item	Description
(a) External Wall	External wall finished with ceramic tiles, aluminium cladding, aluminium grille, glass cladding and natural stone cladding.
(b) Window	Aluminium window frame finished with polyvinylidene difluoride (PVF2) coating. Insulated glass unit (IGU) with low-e coating for window. Monolithic tempered glass for window in bathroom and powder room.
(c) Bay Window	Not provided.
(d) Planter	Not provided.
(e) Verandah or balcony	Balconies are fitted with glass balustrade with aluminium top rail. Wall finished with aluminium and natural stone cladding. Floor finished with wood plastic composites flooring. Ceiling with aluminium false ceiling. Balconies are covered. There is no Verandah.
(f) Drying facilities for clothing	Not provided.

2. Interior finishes

Item	Description
(a) Lobby	<p><u>RESIDENTIAL TOWERS</u> <u>Private Lift Lobby (except for Flat D on 1/F of Tower 2, Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2)</u> Exposed floors finished with natural stone. Exposed walls finished with natural stone and stainless steel. Exposed ceilings finished with gypsum board and emulsion paint.</p> <p><u>HOUSES</u> <u>Lift Lobby</u> <u>(Except For Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed floors finished with natural stone. Exposed walls finished with natural stone, emulsion paint and timber veneer. Exposed ceilings finished with gypsum board and emulsion paint.</p> <p><u>Lift Lobby</u> <u>(for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed floors finished with cement screeding. Exposed walls finished with plaster Exposed ceilings finished with plaster.</p>
(b) Internal wall and ceiling	<p><u>Living Room, Dining Room and Bedrooms</u> <u>(Except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with emulsion paint. Exposed ceilings, gypsum board false ceiling and bulkheads finished with emulsion paint.</p> <p><u>Living Room, Dining Room and Bedrooms</u> <u>(for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with plaster. Exposed ceilings, gypsum board false ceiling and bulkheads finished with plaster.</p>
(c) Internal floor	<p><u>RESIDENTIAL TOWERS</u> <u>Living Room, Dining Room and Bedrooms (except for Flat A on 15/F of Tower 1 and Flat C</u></p>

		<p><u>on 15/F of Tower 2)</u> Floors finished with engineered timber flooring and timber skirting. <u>Living Room, Dining Room and Bedrooms (for Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2)</u> Floors finished with cement screeding and no skirting is provided. <u>HOUSES</u> <u>Living Room and Dining Room</u> <u>(except for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Floors finished with natural stone and natural stone skirting. <u>Living Room and Dining Room</u> <u>(for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Floors finished with cement screeding and no skirting is provided. <u>Bedrooms</u> <u>(except for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Floors finished with engineering timber flooring and timber skirting. <u>Bedrooms</u> <u>(for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Floors finished with cement screeding and no skirting is provided.</p>
(d)	Bathroom	<p><u>Bathrooms</u> <u>(except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with natural stone and glass feature wall up to false ceiling level, except for Bathrooms inside Utilities exposed walls finished with ceramic tile up to false ceiling level. Exposed ceilings finished with gypsum board false ceilings with emulsion paint and aluminium false ceiling, except for Bathrooms inside Utilities exposed ceilings finished with aluminium false ceiling. Exposed floors finished with natural stone, except for Bathrooms and Lavatories inside Utility Rooms exposed floors finished with ceramic tile. <u>Bathrooms</u> <u>(for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 And Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with plaster. Exposed ceilings not provided with finishes. Exposed floors finished with cement screeding.</p>
(e)	Kitchen	<p><u>Kitchens</u> <u>(except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with natural stone and stainless steel up to false ceiling level. Exposed ceilings of kitchen finished with gypsum board false ceilings with emulsion paint and aluminium false ceiling. Exposed floors finished with natural stone. Cooking benches finished with natural stone. <u>Kitchens</u> <u>(for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Exposed walls finished with plaster. Exposed ceilings finished with plaster. Exposed floors finished with ceramic tile. Cooking benches not provided.</p>

3. Interior fittings

Item	Description
(a)	<p>Door</p> <p><u>RESIDENTIAL TOWERS (except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2)</u> <u>Flats Main Entrances:</u></p>

Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer, door viewer, concealed type security door chain and door stopper.

Bedrooms, Ensuite, Ensuite Bath and Bathrooms with Window:

Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door stopper.

Kitchens:

Solid-core fire rated timber door with fire rated glass vision panel and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.

Bathrooms with No Window:

Solid-core timber door with wooden louver and timber door frame finished with timber veneer, fitted with lockset with handle and door stopper.

Store and Utility:

Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.

Lavatories Inside Utility:

Aluminium framed folding door with aluminium louver and frosted glass.

Private Lift Lobbies (except for Flat D on 1/F of Tower 2):

Solid-core timber with natural stone concealed door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and floor spring.

Balconies, Utility Platforms, Flat Roof, Private Garden, and Private Roof (if applicable):

Aluminium framed glass door finished with fluorocarbon coating.

Air Handling Unit Room:

Solid-core fire rated timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.

HOUSES (except for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)

Main Entrances (Double Layers):

Outer layer - Aluminium framed glass door fitted with lockset with handle

Inner layer - Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer, door viewer, concealed type security door chain and door stopper.

Bedrooms, Ensuite, Ensuite Baths, Master Baths, Master Bedrooms and Bathrooms with Window:

Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door stopper.

Kitchens:

Solid-core fire rated timber door with fire rated glass vision panel and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.

Bathrooms with no Window:

Solid-core timber door with wooden louver and timber door frame finished with timber veneer, fitted with lockset with handle and door stopper.

Study Room:

Aluminium framed glass sliding door fitted with fluorocarbon coating.

Store, Utility And Staircases:

Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.

Lavatories (Inside Store And Utility):

Aluminium framed folding door with aluminium louver and frosted glass.

Lift Lobbies:

Solid-core timber with stainless steel concealed door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.

Balconies, Utility Platforms, Flat Roof, Private Garden, And Private Roof (if applicable):

Aluminium framed glass door finished with fluorocarbon coating.

Electrical Switch Room and Air-Conditioning Plant Room:

Solid-core fire rated timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.

Pipe Duct

Solid-core fire rated timber door and timber door frame finished with timber veneer.

	<p><u>RESIDENTIAL TOWERS (for Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2)</u></p> <p><u>Flats Main Entrances:</u> Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer, door viewer, concealed type security door chain and door stopper.</p> <p><u>Kitchens:</u> Solid-core fire rated timber door with fire rated glass vision panel and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.</p> <p><u>Flat Roof And Private Roof:</u> Aluminium framed glass door finished with fluorocarbon coating.</p> <p><u>Air Handling Unit Room:</u> Solid-core fire rated timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.</p> <p><u>HOUSES (for Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u></p> <p><u>Main Entrances (Double Layers):</u> Outer layer - Aluminium framed glass door fitted with lockset with handle Inner layer - Solid-core timber door and timber door frame finished with timber veneer, fitted with lockset with handle, door closer, door viewer, concealed type security door chain and door stopper.</p> <p><u>Kitchens:</u> Solid-core fire rated timber door with fire rated glass vision panel and timber door frame finished with timber veneer, fitted with lockset with handle, door closer and door stopper.</p> <p><u>Lift Lobbies:</u> Solid-core timber with stainless steel concealed door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.</p> <p><u>Balconies, Utility Platforms, Flat Roof, Private Garden, and Private Roof (if applicable):</u> Aluminium framed glass door finished with fluorocarbon coating.</p> <p><u>Electrical Switch Room and Air-Conditioning Plant Room:</u> Solid-core fire rated timber door and timber door frame finished with timber veneer, fitted with lockset with handle and door closer.</p> <p><u>Pipe Duct</u> Solid-core fire rated timber door and timber door frame finished with timber veneer.</p>
(b) Bathroom	<p><u>(Except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u></p> <p>Fitted with wooden mirror cabinet and wooden basin cabinet with natural stone countertop. Fitted with sanitary ceramics wash basin, chrome plated basin mixer, chrome plated hand shower set, chrome plated shower mixer, sanitary ceramics water closet, chrome plated toilet paper holder, chrome plated towel rail, chrome plated wall mounted robe hook and concealed floor drain.</p> <p>Copper water pipes are adopted for hot and cold water supply system.</p> <p>For the following Flats and Houses, shower cubicle with glass partition are fitted: Flats A and Flats B on 1/F to 11/F of Tower 1, Flats C and Flats D on 1/F to 11/F of Tower 2 and Houses 2-3, 5, 11-12, 21-23, 25, 35-36, 66, 69</p> <p>For the following Flats and Houses, press steel bathtub in size of 1500mm (L) x 700mm (W) x 390mm (H) are fitted: Flats A on 1/F to 11/F of Tower 1 and Houses 2-3, 5-10, 17-19, 25, 35-36, 66, 69</p> <p>For the following Master Bathroom of Flats, press steel bathtub in size of 1700mm (L) x 750mm (W) x 460mm (H) are fitted in Master Bathroom: Flats A and Flats B on 1/F to 11/F of Tower 1 and Flats C and Flats D on 1/F to 11/F of Tower 2</p> <p>For the following Master Bathroom of Houses, free standing composite stone bathtub in size of 1700mm (L) x 700mm (W) x 525mm (H) are fitted: Houses 2-3, 5, 11-12, 21-23, 25, 35-36, 66, 69, 71</p>

		<u>(For Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Copper water pipes are adopted for hot and cold water supply system. No fittings, equipment and bathing facilities are provided.
(c)	Kitchen	<u>(Except for Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Fitted with stainless steel sink. Copper water pipes are adopted for hot and cold water supply system. Fitted with wooden kitchen cabinet with glass finish and plastic laminate finish wooden door panels. Fitted with chrome plated hot and cold water sink mixer. <u>(For Flat A on 15/F of Tower 1, Flat C on 15/F of Tower 2 and Houses 1, 26-33, 37-39, 50-53, 55-63, 65, 70, 72-73)</u> Copper water pipes are adopted for hot and cold water supply system. No sink unit, kitchen cabinet, other fitting and equipment are provided.
(d)	Bedroom	No fittings are provided.
(e)	Telephone	Telephone outlets are installed.
(f)	Aerials	Communal TV/FM outlets are installed to receive local TV/ Radio programme.
(g)	Electrical installations	Electrical switches and sockets outlets are installed. Electricity supplies with miniature circuit breakers and residual current devices are installed. Conduits are partly concealed and partly exposed.
(h)	Gas supply	Individual gas meter is provided. Gas supply pipes are installed and connected to gas cooker-hob and gas water heaters.
(i)	Washing machine connection point	Drain point and water point is provided for washing machine.
(j)	Water supply	Copper pipes are adopted for cold and hot water supply system. UPVC pipes are adopted for flushing water system. Water pipes are partly concealed and partly exposed.

4. Miscellaneous

Item	Description
(a)	Lifts <u>HOUSES</u> 1 "Schindler" passenger lift (Model No.: Schindler 5500MRL) is provided for each Houses 6-10, 15-20 & 25-31 respectively. Lifts served floors as listed: B/F, G/F, 1/F & 2/F. 1 "Schindler" passenger lift (Model No.: Schindler 5500MRL) is provided for each Houses 39, 50-53, 55-63 & 65-69 respectively. Lifts served floors as listed: LG/F, G/F, 1/F & 2/F. 1 "Schindler" passenger lift (Model No.: Schindler 5500MRL) is provided for each Houses 70-73 respectively. Lifts Served floors as listed: LG/F, 2/F, 3/F & 4/F.
(b)	Water meter, electricity meter and gas meter Separate electricity meter for Houses 1-3,5-12,15-23,25-32 is installed in separate electrical switch room of Houses on B/F and separate electricity meter for Houses 33,35-39,50-53,55-63,65-69,70-73 is installed in separate electrical switch room of Houses on LG/F. Separate gas meter for Flats with kitchen is installed in air handling unit rooms of residential units in Residential Towers. Separate gas meter for Houses 1-3,5-12,15-23,25-32 is installed in air-conditioning plant room of Houses on B/F for Houses and separate gas meter for Houses 33,35-39,50-53,55-63,65-69,70-73 is installed in air-conditioning plant room of Houses on LG/F.

5. Appliances Schedule

Appliances	Applicable to Units below
Gas Hob (Wok Burner)	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Gas Hob (2-burners)	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Induction hob	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Coffee machine	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Food warming drawer	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Wall- mounted Cooker hood	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Steam Oven	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Oven	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Integrated Freezer	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Integrated Refrigerator	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Dishwasher	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Built-under Wine conditioning unit	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Built-in Washer-Dryer	All Flats in Residential Towers (except Flat A on 15/F of Tower 1 and Flat C on 15/F of Tower 2), Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Instantaneous Type Electric Water Heater	All Flats in Residential Towers and all Houses
Video door phone	All Flats in Residential Towers and all Houses
Exhaust Fan	All Flats in Residential Towers and all Houses
Dehumidifier	All Flats in Residential Towers, Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Thermo Ventilator	All Flats in Residential Towers, Houses 2-3, 5-12, 15-23, 25, 35-36, 66-69 & 71
Air Conditioner-Indoor Unit	All Flats in Residential Towers and all Houses
Air Conditioner-Outdoor Unit	All Flats in Residential Towers and all Houses
Gas Water Heater	All Flats in Residential Towers and all Houses

Appendix C 附件 C

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

(附件 C 不屬於招標文件的一部份。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及（如適用）須簽署以下標有“*”號的文件並連同招標文件一併遞交。)

1. Warning to Purchasers# 對買方的警告 #
2. Vendor's Information Form# 賣方資料表格#
3. Personal Information Collection Statement# 個人資料收集聲明#
4. Acknowledgement Letter Regarding Availability of Property for Viewing# 關於參觀物業的確認信#
5. Acknowledgement Letter regarding Stamp Duty# 關於印花稅的確認書#
6. Acknowledgement Letter Regarding Operation of Gondola# 關於吊船操作的確認書#
7. Legal Fees 律師收費表

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

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺蒼 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House No. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
Purchaser(s) 買方						
I.D. / B.R. No. 身份證/商業登記證號碼						
Date 日期						

- (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 date of
公曆 年 月 日

Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺薈 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House no. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
	58					
Purchaser(s) 買方						
I.D./B.R. No. 身份證/商業登記證號碼						
Date 日期						

a)	The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$27,374.40 per month 港幣每月計
b)	The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	3% of the rateable value of the Property. There has been no apportionment of Government rent for the Property as at Date of Printing of this form. 本物業應課差餉租值之3%。直至本表格印刷之日，尚未有為本物業分攤地租。
c)	The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d)	The name of the manager of the Development 發展項目的管理人的姓名或名稱	Sky Happiness Property Management Limited 天喜物業管理有限公司
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 賣方自政府或管理處接獲的關於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	No 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 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	No 沒有
g)	Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 6th April 2020

印製日期: 2020年4月6日

Signed by the Purchaser 買方簽署

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺蒼 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House No. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
Purchaser(s) 買方						
I.D. / B.R. No. 身份證/商業登記證號碼						
Date 日期						

Collection of your personal information

收集閣下的個人資料

From time to time, it is necessary for you to supply the Vendor and its related companies (the “Group”, “we”, “us” or “our”) with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

賣方及其有聯繫公司（「本集團」或「我們」）為提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

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

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

Purposes for which Your Information may be used

閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) (or proposed 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（或擬作出之交易），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，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的

申請；

- (iv) handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益事宜的申請或要求；
- (v) facilitating property management and security;
促進物業管理及保安；
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of the Group or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");
就我們或本集團之任何其他成員或由本集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong: 為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

- (i) any member of the Group;
本集團任何成員；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；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、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

除非閣下同意或不反對，否則我們不可在直接促銷中使用閣下資料，及除非閣下書面同意或不反對，否則我們不可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use you name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (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 the us or the related companies;
我們或聯繫公司提供的物業或物業發展項目；
 - (2) services and products offered by us, or the related companies (including real estate agency services, credit facilities and financial services);
我們或聯繫公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or the related companies; and
我們或聯繫公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to us and the related companies for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予我們或聯繫公司以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information

查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 25/F, Delta House, 3 On Yiu Street, Shatin, New Territories, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港新界沙田石門安耀街3號匯達大廈25樓。

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

根據條例中的條款，我們有權就處理及遵從閣下的查閱資料的要求收取合理費用。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (“✓”) the box(es) below. If I do not tick the relevant box, Golden Concept Development Limited and related companies 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

Appendix C 附件 C – Form 3 表格三

be), as more particularly set out in “Use of Your Information in direct marketing” section above.

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號（“✓”）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（“✓”），創金發展有限公司及其聯繫公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視屬何情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」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 persons for their use in direct
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。

Signed by the Purchaser 買方簽署

**Acknowledgement Letter Regarding Availability of Property
for Viewing**

關於參觀物業的確認信

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺蒼 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House No. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
Purchaser(s) 買方						
I.D. / B.R. No. 身份證/商業登記證號碼						
Date 日期						

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人／我們即下述簽署人，在簽署本物業之臨時買賣合約之前謹此確認以下事項：

- (a) I / We hereby confirm that the Vendor has made the Property and/or a comparable of the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們確認於簽署本物業之臨時買賣合約之前，賣方已開放本物業及/或與本物業相若的住宅物業供本人／我們參觀：

- and I / we have viewed the Property and/or the comparable of the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人／我們已於下述日期於簽署本物業之臨時買賣合約之前參觀過本物業及/或與本物業相若的住宅物業。
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 signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後本人／我們自主選擇決定於簽署本物業之臨時買賣合約之前不參觀本物業。

- (b) The Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.

賣方已符合(或被視為已符合)《一手住宅物業銷售條例》第2部第5部份有關參觀已落成發展項目中的物業的要求。

- (c) I/we am/are fully aware of and accept that after my/our signing of the Preliminary Agreement of the Property, the Property will continue to be made available for viewing by potential purchasers until completion of the sale and purchase of the Property.

本人／我們清楚明白及接受在本人／我們簽署本物業的臨時合約之後直至本物業的買賣完成之前，本物業將會繼續開放供有興趣買家參觀。

Signed by the Purchaser 買方簽署

Acknowledgement Letter regarding Stamp Duty**關於印花稅的確認書**

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺蒼 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House No. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
Purchaser(s) 買方						
I.D. / B.R. No. 身份證/商業登記證號碼						
Date 日期						

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

A. Buyer’s Stamp Duty & Special Stamp Duty

- The Stamp Duty (Amendment) Ordinance 2014 was gazetted on 28 February 2014 and the law has retrospective effect from 27 October 2012. The Stamp Duty Ordinance (“**the Ordinance**”) has been amended to adjust the duty rates and extend the coverage period in respect of the existing Special Stamp Duty (“**SSD**”) and introduce a Buyer’s Stamp Duty (“**BSD**”) on residential properties acquired by any person (including a limited company) except a Hong Kong Permanent Resident (“**HKPR**”) (acquiring the property on his or her own behalf (i.e. the person is both the legal and beneficial owner)).

《2014年印花稅(修訂)條例》已於2014年2月28日刊憲，其效力追溯至2012年10月27日。政府已修訂《印花稅條例》，調整「額外印花稅」的稅率及延長有關的物業持有期，並引入適用於香港永久性居民(該名香港永久性居民在購入住宅物業時必須代表自己行事(即該人為物業的名義及實益擁有人))以外的任何人士(包括有限公司)取得住宅物業的「買家印花稅」。

- The details of the main amendments of the Ordinance are as follows:-

《印花稅條例》的主要修訂內容如下：

- The adjusted SSD will have 3 levels of rates for different holding periods:

修訂後的「額外印花稅」將按不同的物業持有期分為三級稅率：

- 20% if the property is disposed of within a period of 6 months beginning on the day on which it was acquired; 如在取得有關住宅物業之日起計的6個月內，該物業被處置，稅率為20%；
- 15% if the property is disposed of within a period of 12 months beginning on the day on which it was acquired, but after the expiry of a period of 6 months beginning on that day; and 如在取得有關住宅物業之日起計的12個月內(但在該日起計滿6個月後)，該物業被處置，稅率為15%；以及
- 10% if the property is disposed of within a period of 36 months beginning on the day on which it was acquired, but after the expiry of a period of 12 months beginning on that day. 如在取得有關住宅物業之日起計的36個月內(但在該日起計滿12個月後)，該物業被處置，稅率為10%。

- The BSD will be charged at a flat rate of 15% for all residential properties, on top of the existing stamp duty and SSD, if applicable, acquired by any person (including a limited company), except a HKPR (acquiring the property on his or her own behalf (i.e. the person is both the legal and beneficial owner)). Exemptions to BSD will be provided to certain transactions including, for example, those involving acquisition of residential properties by a HKPR jointly with his or her close relatives (i.e. spouse, parents, children, brothers and sisters) who are not HKPR in which each of the purchasers is acting on his or her own behalf.

「買家印花稅」會在現有的印花稅及「額外印花稅」(如適用)之上對所有住宅物業徵收，稅率劃一為15%。

「買家印花稅」適用於香港永久性居民(該名香港永久性居民在購入住宅物業時必須代表自己行事(即該人為

物業的名義及實益擁有人)以外的任何人士(包括有限公司)。部分交易可以獲得豁免「買家印花稅」(例如涉及香港永久性居民及其非香港永久性居民的近親(即配偶、父母、子女及兄弟姊妹)聯名取得住宅物業,而且各人均是代表自己行事)。

- (c) The adjusted rates and extended holding period of SSD and the BSD are applicable to all residential properties acquired on or after 27 October 2012.

「額外印花稅」修訂後的稅率及延長的物業持有期,及新引入的「買家印花稅」,均適用於在 2012 年 10 月 27 日或以後取得的住宅物業。

- (d) The BSD (where applicable) shall be paid within 30 days after the execution of the Provisional Agreement for Sale and Purchase.

「買家印花稅」(如適用)須在臨時買賣合約簽立日期後 30 天內繳交。

- (e) For details of the applicable exemptions to SDD and BSD, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關「額外印花稅及「買家印花稅」適用的豁免,詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

3. I/We understand that if I/we am/are HKPR and am/are not subject to the BSD, I/we will need to make a statutory declaration that I/we am/are HKPR and not acquiring the Property on behalf of a non-HKPR (including a limited company). I/We also understand that any person who knowingly and wilfully makes a statement false in material in a statutory declaration shall be guilty of an offence and shall be liable on conviction to imprisonment and fine.

本人/我們明白,如本人/我們是香港永久性居民及不需要繳付「買家印花稅」,則本人/我們將需要以法定聲明確認本人/我們為香港永久性居民,並非代表非香港永久性居民(包括有限公司)購買上述物業。本人/我們亦明白任何人明知而故意在法定聲明作出虛假的陳述即屬犯罪,一經定罪,可被判監禁及罰款。

B. New rate of Ad Valorem Stamp Duty

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to new ad valorem stamp duty (“AVD”) at a flat rate of 15% under Part 1 of Scale 1 (“New Rate”). AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《2018 印花稅(修訂)條例》已於 2018 年 1 月 19 日刊憲,法例具有追溯效力至 2016 年 11 月 5 日。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書,除獲豁免或另有規定外,均須繳付以劃一 15% 新稅率(「新稅率」)計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業),均須繳付以新稅率計算的從價印花稅。

2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲,法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外,任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書,若該文書包含多於一個住宅物業,則即使該等住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業,仍須按新稅率繳付從價印花稅。

3. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關以新稅率計算的「從價印花稅」適用的豁免,詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。

C. General Matters

1. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人/我們確認及知悉,若本人/我們不能全數準時支付任何印花稅,以致賣方蒙受或招致罰款、損失、申索及費用,本人/我們須就此向賣方作出十足的彌償。

2. I/We understand that if I/we claim that the AVD at Scale 2 rates shall apply and/or BSD shall be exempted:

本人/我們明白如本人/我們聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅:

- (a) I/We shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of my/our Hong Kong Identity Card(s).
本人/我們須作出法定聲明(依照指定表格)及附上本人/我們的香港身分證副本。
- (b) I/We undertake(s) to deliver and shall procure my/our solicitors to deliver to the Vendor’s solicitors:
本人/我們承諾向賣方律師交付並促使本人/我們的律師向賣方律師交付:
- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內,「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他證明文件;及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內,一份已加蓋應付印花稅之買賣合約的認證副本,或印花證明書的認證副本,以證明已完全繳付買賣合約之印花稅。
3. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的「從價印花稅」,以新稅率計算的從價印花稅須在有關買賣合約簽立日期 30 天內繳交。
4. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人/我們明白,本人/我們有責任確定本人/我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
5. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人/我們知悉及同意,若本人/我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定),本人/我們須支付所有就該申請而必需由本人/我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。
6. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人/我們任何意見或陳述。本人/我們明白如有疑問,本人/我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人/我們及/或本人/我們是否可獲豁免「買家印花稅」有決定權。
7. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
8. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考,如與英文文本有異,概以英文文本為準。

Signed by the Purchaser 買方簽署

Acknowledgement Letter Regarding Operation of Gondola
關於吊船操作的確認書

Vendor 賣方	Golden Concept Development Limited 創金發展有限公司					
Address 地址	The Cavaridge / 駿嶺蒼 (No. 38 Lai Ping Road, Sha Tin) (沙田麗坪路38號)					
Property 本物業	House No. 洋房編號	Flat 分層單位			Residential Car Parking Space 住宅停車位	Motorcycle Parking Space 電單車停車位
		Tower 座數	Floor 樓層	Flat 單位		
Purchaser(s) 買方						
I.D. / B.R. No. 身份證/商業登記證號碼						
Date 日期						

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人／我們即下述簽署人，在簽署本物業之臨時買賣合約之前謹此確認以下事項：

- In respect of any garden, roof or flat roof forming part of a Residential Unit (as defined under the approved form of Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of The Cavaridge (the “Development”), the Manager (as defined under the DMC) shall have the right at all times upon prior reasonable notice (except in the case of emergency) to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the garden, roof, flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib (which includes a mobile crane jib), davit arm, other equipment or device of management to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Facilities (as defined under the DMC) Provided that the exercise of this right shall not impede or restrict the access of an Owner (as defined under the DMC) to and from any part of such Owner's Residential Unit; the use and enjoyment by the Owner of the Residential Unit shall not be affected or prejudiced thereby; and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, willful or criminal acts of the Manager, its employees, staff, agents, contractors or workmen.

就構成住宅單位（如所批核之駿嶺蒼（「發展項目」）的公契及管理合約草稿（「公契」）中所定義）部分之任何花園，天台或平台，管理人（如公契中所定義）有權在任何時候在事先給予合理通知（緊急情況除外）的情況下，延伸、維持、運作、移動軌導式旋轉吊臂吊船及/或任何吊臂（包括移動式起重機吊臂）、吊艇架吊臂、其他設備或管理裝置及有權進入天台及/或平台及/或花園及天台及/或平台的矮牆的上空或部份上空，以進行檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換發展項目的任何部分外牆，及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及公用設施（如公契中所定義），惟行使該權利時不可妨礙或限制業主進出該業主（如公契中所定義）住宅單位的任何部分；業主享用其住宅單位應不受影響或受損，及管理人須立即承擔彌補因行使上述權力而造成的損害並自行負責管理人，其雇員，員工，代理商，承包商或工人的疏忽，故意或犯罪行為。

- No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the garden, the roof and/or flat roof or the parapet walls of the roof or flat roof forming part of his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的花園、天台及/或平台及/或天台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響於管理及/或維修發展項目期間任何時候操作吊船。

- My/our enjoyment of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), garden(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人在管理及/或維修發展項目期間操作吊船時，可能對本人/吾等享用屬於本物業的天台、平台、花園、露台及

Appendix C 附件 C – Form 6 表格六

/或工作平台(如有者)及/或天台、平台、花園、露台及/或工作平台的矮牆(如有者)造成不利影響。

4. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署



The Cavaridge
(駿嶺蒼)

SOLICITORS & NOTARIES

Purchaser of units in the above development, please call our Ms. Sandra Lam (phone no. 2825 2588) or Ms. Ivy Tang (phone no. 2825 2582) at the office of “Gallant” after signing of the Preliminary Agreement for Sale and Purchase to arrange the Agreement for Sale and Purchase to be signed between 9:30 a.m. to 5:30 p.m. from Monday to Friday (except Saturday and public holidays).

Address : 5th Floor, Jardine House, No.1 Connaught Place, Hong Kong.

購買此項目單位之買方，請於簽署臨時買賣合約後致電本所林小姐(電話：2825 2588)或鄧小姐(電話：2825 2582) 安排於週一至週五(星期六及公眾假期除外)，上午 9 時 30 分至下午 5 時 30 分駕臨「何耀棟律師事務所」辦公室簽署正式買賣合約。
地址：香港康樂廣場一號怡和大厦五字樓

Upon signing of the Agreement for Sale and Purchase, please bring along with you the following documents :-
簽署正式買賣合約時，請攜帶以下文件：

1. Original Preliminary Agreement for Sale and Purchase
臨時買賣合約正本
2. Hong Kong Identity Card of the Purchaser(s)
買家香港身份證
3. Address proof of the Purchaser(s)(i.e. utility bills, bank statements within the last 3 months)
買家住址證明文件 (例如最近 3 個月之電費單、水費單、煤氣單或銀行月結單)
4. Cashier Order / cheque drawn in favour of “Gallant” for costs and disbursements of Agreement for Sale and Purchase (see page 2)
銀行本票或支票，抬頭請寫「何耀棟律師事務所」，以支付正式買賣合約雜項及其他費用 (見第二頁)
5. Cashier Order / cheque drawn in favour of “Gallant” for Stamp Duty (please see Annex for the calculation of Stamp Duty)
銀行本票或支票，抬頭請寫「何耀棟律師事務所」，以支付印花稅 (請參閱附表計算印花稅)
6. CASHIER ORDER(S) drawn in favour of “Gallant” for payment of the further deposit and/or balance of purchase price
銀行本票，抬頭請寫「何耀棟律師事務所」，以支付加付訂金及/或樓價餘款

For corporate purchaser(s), please bring along the following:

如買家為有限公司，簽署正式買賣合約時請同時攜帶以下文件：

- a. the Articles of Association;
公司章程；
- b. Latest register of directors and annual return (Form NNC1/NAR1/ND2A/ND2B);
最近期之董事名冊及周年申報表(表格 NNC1/NAR1/ND2A/ND2B)；
- c. Board Minutes for purchase of the property;
董事會決議購買有關單位之會議記錄；
- d. Certificate of Incorporation;
公司註冊證書；
- e. Business Registration Certificate; and
商業登記證書；及
- f. Company Chop of the company
公司膠印。

Further Deposit/Balance of the Purchase Price **MUST** be paid by **CASHIER ORDER** in favour of “**Gallant**”
加付訂金/樓價餘款必須以**銀行本票**支付，抬頭請寫「**何耀棟律師事務所**」

TABLE OF CHARGES (for reference only)- subject to final confirmation and adjustment
收費表 (祇供參考之用以最後確認及調整為準)

Type of Documents 文件種類		(A) Legal Costs to be paid by Purchaser 買家支付律師費用	(B) Charges and disbursements to be paid by Purchaser 買家支付雜項費用
1.	Agreement for Sale and Purchase 正式買賣合約	\$20,000 [see Note (a)] [見備忘錄(a)]	1. Costs for preparing certified copies of part of the title deeds and documents: 部份樓契認證副本費: \$3000 2. #Land Registry Registration fees: #土地註冊處登記費: \$210 3. Land Registry search fees & miscellaneous expenses: 土地註冊處查冊費及其他雜費: \$500 4. Companies Registry search fees (applicable to Corporate Purchaser only): 公司註冊署查冊費(只適用於公司買家): \$400 5. Plan fees for Agreement for Sale and Purchase: per unit 正式買賣合約圖則費: 每單位 \$6000 6. Stamp Duty and Buyer Stamp Duty (Please refer to Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知) 7. Cost on account 預付律師費: See Note(a)(ii) 見備忘錄(a)(ii) \$10,000
2.	Equitable Mortgage 樓花按揭契	\$15,000 [see Note (b)&(c)] [見備忘錄(b)及(c)]	1. Land Registry search fees & miscellaneous expenses: 土地註冊處查冊費及其他雜費: \$500 2. #Land Registry Registration fees: #土地註冊處登記費: \$450 3. #Companies Registry filing fee (applicable to Corporate Purchaser only): #公司註冊署遞交存檔費(只適用於公司買家): \$340 4. Companies Registry search fees (applicable to Corporate Purchaser only): 公司註冊署查冊費(只適用於公司買家): \$400 5. Bankruptcy / Winding up search fee (for each person / corporation per search): 破產/清盤查冊費 (每人/每間公司每次計): \$250
3.	Legal Mortgage pursuant to Equitable Mortgage 根據樓花按揭契所需之正式按揭契	\$5,000 [see Note (b)&(c)] [見備忘錄(b)及(c)]	1. Land Registry search fees & miscellaneous expenses: 土地註冊處查冊費及其他雜費: \$500 2. #Land Registry Registration fees: #土地註冊處登記費: \$450 3. #Companies Registry filing fee (applicable to Corporate Purchaser only): #公司註冊署遞交存檔費(只適用於公司買家): \$340 4. Companies Registry search fees (applicable to Corporate Purchaser only): 公司註冊署查冊費(只適用於公司買家): \$400

Appendix C 附件 C – Legal Fees 律師收費表

Type of Documents 文件種類	(A) Legal Costs to be paid by Purchaser 買家支付律師費用	(B) Charges and disbursements to be paid by Purchaser 買家支付雜項費用
		5. Bankruptcy / Winding up search fee (for each person / corporation per search): 破產/清盤查冊費 (每人/每間公司每次計): \$250
4. Legal Mortgage (only applicable to cases without Equitable Mortgage) 按揭契 (只適用於沒有樓花按揭)	\$15,000 [see Note (b)&(c)] [見備忘錄(b)及(c)]	1. Land Registry search fees & miscellaneous expenses: 土地註冊處查冊費及其他雜費: \$500 2. #Land Registry Registration fees: #土地註冊處登記費: \$450 3. #Companies Registry filing fee (applicable to Corporate Purchaser only): #公司註冊署遞交存檔費(只適用於公司買家): \$340 4. Companies Registry search fees (applicable to Corporate Purchaser only): 公司註冊署查冊費(只適用於公司買家): \$400 5. Bankruptcy / Winding up search fee (for each person / corporation per search): 破產/清盤查冊費 (每人/每間公司每次計): \$250
5. Assignment 樓契	[see Note (a)] [見備忘錄(a)]	1. Costs for preparing certified copies of <u>remaining</u> title deeds and documents: 剩餘樓契認證副本費: (to be advised before completion) (入伙時通知) 2. #Land Registry Registration fees: #土地註冊處登記費: \$210 3. Land Registry search fees & miscellaneous expenses: 土地註冊處查冊費及其他雜費: \$500 4. Costs for preparing certified copy of Deed of Mutual Covenant and Management Agreement with plans: 大廈公契認證副本費連圖: (to be advised before completion) (入伙時通知) 5. Companies Registry search fees (applicable to Corporate Purchaser only): 公司註冊署查冊費(只適用於公司買家): \$400 6. Plan fees for Assignment: per unit 樓契圖則費: 每單位 \$3000 7. Stamp Duty: 印花稅: \$100 8. Levy to Property Management Services Authority: 物業管理監管局徵款: \$350 9. Board Resolution (applicable to Corporate Purchaser only): 公司會議紀錄 (只適用於公司買家): \$500

#The above registration fee, filing fee and adjudication fee will be subjected to the final confirmation by the Government.

#上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

Note 備忘錄:(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser buying unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him/her in the purchase and handling the Equitable Mortgage (if any) and Legal Mortgage, all legal costs (but exclusive of miscellaneous charges and disbursements specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之一手買方及買方同時委託本所作為其購買該單位的代表律師及處理樓花按揭契(如有)及按揭契,則買方原先需支付有關準備及完成正式買賣合約及樓契之所有律師費用(但不包括收費表 B 項所列之雜項費用)將獲豁免。

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage and/or Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay us the sum of HK\$10,000 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$10,000 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後,另行聘請自己的代表律師處理樓契及/或樓花按揭契及/或按揭契,則買方需向本所支付港幣 10,000,作為本所處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his own legal costs as well as all charges and disbursements.

買賣雙方分開委託律師

如買方聘用自己選擇的律師,買方需負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of Advice is HK\$1,500 for each set. The cost does not include the preparation of Guarantee.

若需代表可能受不正當影響的一方及擬備確認書,則另加提供法律意見及擬備確認書費用每套港幣 1,500。費用不包括擬備擔保書。

- (c) Gallant will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Legal Mortgage and the Guarantee.

何耀棣律師事務所將會代表包括銀行之按揭承接人(而並不代表買方、借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

Other Charges (if applicable)**其他費用(如適用)**

1.	Guarantee 擔保書	\$1,500.00 each 每份港幣\$1,500.00
2.	Fees for advising potentially undue influenced party and preparing Acknowledgement of Advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	\$1,500.00 each set 每套港幣\$1,500.00
3.	Power of Attorney 授權書	\$2,500.00 each (exclusive of disbursement)
4.	Supplemental Agreement 補充合約	\$2,500

Appendix C 附件 C – Legal Fees 律師收費表

5.	<p>For Corporate Purchasers: 適用於公司買家:</p> <p>(a) Particulars of Charge for filing at the Companies Registry 按揭詳情(公司註冊處登記用)</p> <p>(b) Board Resolution for Equitable Mortgage and/or Legal Mortgage 樓花按揭及/或按揭董事會決議</p>	<p>\$500.00 per set for each company 每間公司每套\$500</p> <p>\$500.00 per set for each company 每間公司每套\$500</p>
6.	<p>Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Quotation of costs for preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be supplied upon request.</p> <p>上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件、股票按揭/押記、從屬協議、貸款轉讓文件及貸款協議書等)，有關服務之報價可應要求另外提供。</p>	

Calculation of Buyer's Stamp Duty

買家印花稅計算方法如下

15% of the consideration

樓價的 15%

Calculation of Ad Valorem Stamp Duty at Government's New Rate (Part 1 of Scale 1)

從價印花稅(新稅率)計算方法如下 (第 1 標準第 1 部稅率)

15% of the consideration

樓價的 15%

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)

從價印花稅(按較低稅率)計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
Up to \$2,000,000	\$100
\$2,000,001 to \$2,351,760	\$100 + 10% of the excess over \$2,000,000
\$2,351,761 to \$3,000,000	1.50%
\$3,000,001 to \$3,290,320	\$45,000 + 10% of the excess over \$3,000,000
\$3,290,321 to \$4,000,000	2.25%
\$4,000,001 to \$4,428,570	\$90,000 + 10% of the excess over \$4,000,000
\$4,428,571 to \$6,000,000	3.00%
\$6,000,001 to \$6,720,000	\$180,000 + 10% of the excess over \$6,000,000
\$6,720,001 to \$20,000,000	3.75%
\$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
\$21,739,121 and above	4.25%
