

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of:-

**THE PROPERTIES SET OUT IN COLUMN (A) OF PART 1 OF THE SCHEDULE
TO THE TENDER NOTICE
AT UNIVERSITY HEIGHTS (大學閣), NO. 42 KOTEWALL ROAD,
HONG KONG**

**Tender commences at the date and time set out in column (B) of Part 1 of the Schedule to the
Tender Notice and closes at the date and time set out in column (C) of Part 1 of the Schedule to
the Tender Notice
(unless previously withdrawn or sold)**

Duly completed and signed tender documents must be submitted between the commencement and closing of tender into the tender box labelled with "**Tender for University Heights (大學閣)**" at the 5th Floor, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong in a sealed plain envelope and clearly marked "**Submission of Tender Document No. 7-AN of University Heights (大學閣), No. 42 Kotewall Road, Hong Kong**".

Vendor: **University Heights Holding Ltd.**
35th–38th Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong

Vendor's solicitors: **Messrs. Woo Kwan Lee & Lo**
Room 2801, 28/F, Sun Hung Kai Centre, No.30 Harbour Road, Wanchai, Hong Kong

Vendor's agent: **Chinachem Agencies Limited**
35th-38th Floors, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong
Enquiry Hotline: 2439 1662
Contact Person:
- Mr. S.M. Ng (Tel: 2739 8811 / Fax: 2311 3080)

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the Tender Commencement Date and before 11:00 a.m. on the next day after the closing of tender;
“Car Parking Spaces for Tender”	means the car parking spaces set out in Part 2 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “Car Parking Space for Tender” means any one of them;
“Conditions of Sale”	means the Conditions of Sale set out in Part 3 of this Tender Document;
“Formal Agreement”	means the formal Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 5.1 of the Conditions of Sale;
“Letter of Acceptance”	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 2 of this Tender Document;
“Property”	means if and when the Tenderer's tender is accepted by the Vendor, the Tendered Property or Tendered Properties (as the case may be);
“Properties for Tender”	means the properties set out in column (A) of Part 1 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “Property for Tender” means any one of them;
“Purchase Price”	means the purchase price specified in the Offer Form;
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
“Tender Closing Date”	means the date and time set out in column (C) of Part 1 of the Schedule to the Tender Notice;
“Tender Commencement Date”	means the date and time set out in column (B) of Part 1 of the Schedule to the Tender Notice;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 and Schedules thereto but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;

“ Tendered Properties ”	means the properties as specified in the Schedule to the Offer Form and “ Tendered Property ” means any one of them;
“ Tenderer ”	means the person who is specified in the Offer Form as the tenderer;
“ Vendor ”	means University Heights Holding Ltd.; and
“ Vendor’s solicitors ”	means Woo Kwan Lee & Lo.

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 In addition to the Properties for Tender, Tenderers may opt to offer to purchase one Car Parking Space for Tender in their Tenders.
- 2.3 The Vendor does not bind itself to accept the highest tender or any tender, and reserves the right to accept or reject any tender at its sole discretion.
- 2.4 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.5 The Vendor also reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.6 The Vendor reserves the right to change the closing date and time of the tender from time to time by amending the Information on Sales Arrangements in relation thereto. The Vendor is not obliged to separately notify the Tenderers of such amendment.
- 2.7 The Vendor reserves the right to accept or disqualify any Tenderer who submits any non-conforming tenders or who does not submit a valid or properly executed document according to the Tender Document. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 2.8 Tenderers should note that the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.9 A tender must be:-
 - (a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. **Please complete and sign either the English version or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier's order(s) and cheque(s) (as the case may be)
 - (A) One or more cashier's order(s) in the aggregate amount of 5% of the

Purchase Price offered by the Tenderer and made payable to “**WOO KWAN LEE & LO**” issued by a bank duly licensed under section 16 of the Banking Ordinance; OR

- (B) One or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the sum of HK\$3,000,000.00 and one or more cheque(s) drawn on a licensed bank in Hong Kong for the balance thereby making the aggregate amount of 5% of the Purchase Price offered by the Tenderer all made payable to “**WOO KWAN LEE & LO**”.

(ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent representing the Tenderer in the transaction (the "**Intermediary**"), whether or not the Intermediary also represents the Vendor.

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

- (1) Warning to Purchasers (Annex 1)
- (2) Vendor's Information Form relating to the Property (Annex 2)
- (3) Personal Information Collection Statement (Annex 3)
- (4) Declaration of the Purchaser (relationship with Vendor) (Annex 4)
- (5) Extended Defect Maintenance Letter (Annex 5)

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

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Submission of Tender Document No. 7-AN of University Heights (大學閣), No. 42 Kotewall Road, Hong Kong**”; and
- (d) placed in the Tender Box labelled “**Tender for University Heights (大學閣)**” placed at the 5th Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

1:00 p.m. on the Tender Commencement Date

Closing date and time of the tender:

2:00 p.m. on the Tender Closing Date

- 2.10 All cashier's order(s) and cheque(s) (as the case may be) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a

tender is accepted, the cashier's order(s) and cheque(s) (as the case may be) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's orders and cheque(s) (as the case may be) will be uncashed and made available for collection by the unsuccessful Tenderers by prior appointment Provided that the Vendor shall be entitled to return the cashier's order(s) and cheque(s) (as the case may be) by personal delivery or by post at the Tenderer's risk, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address stated in their tenders.

- 2.11 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative or trustee of the Tenderer.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s) and cheque(s) (as the case may be).
- 2.12 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form at or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance:-
- (a) (if applicable) pay the further deposit (equivalent to further 5% of the purchase price) by way of a cashier's order made payable to "**WOO KWAN LEE & LO**" issued by a bank licensed under section 16 of the Banking Ordinance; and
- (b) sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Formal Agreement is available for inspection from the commencement date and time of the tender to the closing date and time of the tender at 5th Floor, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the

Formal Agreement and the Purchaser shall accept the same without amendments.

- 3.4 The Purchaser shall be offered by the Vendor the following gifts, financial advantage or benefits in connection with the purchase of the Property:-

(a) Extended Defect Maintenance Offer

Without prejudice to the provisions of the Conditions of Sale and the Formal Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 12 months after the date of completion of the sale and purchase of the Property remedy any defects to the Property or the fittings, finishes and appliances (as mentioned in the Formal Agreement) caused otherwise than by the act or neglect of the Purchaser (“**Extended Defect Maintenance Offer**”). In case of any dispute, the decision of the Vendor shall be final. However, this Extended Defect Maintenance Offer is personal to the Purchaser and is to be enjoyed by the Purchaser only. This Extended Defect Maintenance Offer is non-assignable, non-transferable and subject to other terms and conditions provided in the Extended Defect Maintenance Letter herein annexed.

- 3.5 Tenderers are advised to note that in the event the Purchaser fails to pay the further deposit in accordance with paragraph 3.3(a) above or to pay any part payments or the balance of the Purchase Price or to complete the purchase in accordance with the Conditions of Sale and/or the Formal Agreement, the Vendor shall have such rights and remedies against the Purchaser as specified in this Tender Document and/or the Formal Agreement.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s agent, Chinachem Agencies Limited (Enquiry Hotline: 2439 1662).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Formal Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Formal Agreement.
- 4.3 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Part 1

	<u>(A)</u> <u>Properties for Tender</u>	<u>(B)</u> <u>Tender</u> <u>Commencement Date</u> <u>and Time</u>	<u>(C)</u> <u>Tender</u> <u>Closing Date and Time</u>
1.	Unit A on 7th Floor of Tower 1 of University Heights	1:00 p.m. on 26 May 2022	2:00 p.m. on 26 May 2022

Part 2

	<u>Car Parking Spaces for Tender</u>
1.	Car Parking Space No. P20 on the Basement 1 Floor of University Heights
2.	Car Parking Space No. P21 on the Basement 1 Floor of University Heights
3.	Car Parking Space No. P22 on the Basement 1 Floor of University Heights
4.	Car Parking Space No. P24 on the Basement 1 Floor of University Heights
5.	Car Parking Space No. P25 on the Basement 1 Floor of University Heights
6.	Car Parking Space No. P26 on the Basement 1 Floor of University Heights
7.	Car Parking Space No. P31 on the Basement 1 Floor of University Heights

[End of Schedule to the Tender Notice]

[End of Part 1: Tender Notice]

PART 2: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

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

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

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Properties and Purchase Price</i>					
1.	Tendered Property	Unit A on 7th Floor of Tower 1 *and Car Parking Space No. [] on the Basement 1 Floor of University Heights			
	Purchase Price (HK\$)				
	Cashier's order(s) and cheque(s) (as the case may be)	Amount (HK\$)	Bank	Cashier's order No.	Cheque No.

* Please delete as appropriate

Section 3 – Terms of payment

The following type of Terms of payment of the Purchase Price is irrevocably offered by the Tenderer as indicated with a “tick” (Please tick one only):-

- ☐ **Term of Payment A4**
1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
 2. 5% of the Purchase Price as further deposit shall be paid within 30 days after the date of the Letter of Acceptance; and
 3. 90% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 90 days after the date of the Letter of Acceptance (“**completion date**”).

Section 4 - Intermediary (if any)

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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 Tenderer/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 Tenderer/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.

Section 5 - Viewing of the Property (Please tick either one)

- ☐ The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
- ☐ 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.

Section 6 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice):-

1. ☐ Tender Document (without the Annex) with the Offer Form completed and signed
2. ☐ Cashier's order(s) and cheque(s) (as the case may be)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Warning to Purchasers (undated) (Annex 1)
 - (2) ☐ Vendor's Information Form relating to the Property (undated) (Annex 2)
 - (3) ☐ Personal Information Collection Statement (undated) (Annex 3)
 - (4) ☐ Declaration of the Purchaser (relationship with Vendor) (undated) (Annex 4)
 - (5) ☐ Extended Defect Maintenance Letter (undated) (Annex 5)

Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		

4.		
5.		
Shareholder(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

Section 8 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance of the terms and conditions of the Tender Document.

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

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Signed by the Tenderer:	Witnessed by:
X	X

Witnessed by:

X

X

X

Name(s) of the director(s) (if the Tenderer is a company):	Name of the witness:
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Date:

[End of Part 2: Offer Form]

PART 3: CONDITIONS OF SALE

1. Definitions

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

“Development” means the whole of the development constructed on All That piece or parcel of land registered in the Land Registry as Inland Lot No.8171 and known as "University Heights (大學閣)", No.42 Kotewall Road, Hong Kong of which the Property forms part.

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

“Preliminary Deposit” has the meaning ascribed to it under Clause 4 of these Conditions of Sale.

“Vendor’s Solicitors’ Office” means Room 2801, 28/F, Sun Hung Kai Centre, No.30 Harbour Road, Wanchai, Hong Kong.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

3. In this Preliminary Agreement:-

- (a) **“saleable area”** has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (the **“Ordinance”**);
- (b) the floor area of an item under Clause 6(a) of this Preliminary Agreement is calculated in accordance with section 8(3) of the Ordinance;
- (c) the area of an item under Clause 6(b) of this Preliminary Agreement is calculated in accordance with Part 2 of Schedule 2 to the Ordinance;
- (d) **“working day”** has the meaning given by section 2(1) of the Ordinance; and
- (e) **“office hours”** means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.

4. Pursuant to paragraph 2.9 of the Tender Notice, if a tender is accepted, the cashier's order(s) and cheque(s) (as the case may be) in a sum which constitutes 5% of the Purchase Price submitted along with the Offer Form will be treated as preliminary deposit (**“Preliminary Deposit”**) payable by the Purchaser and shall be held by the Vendor’s solicitors as stakeholder.

5. If a tender is accepted:-

5.1 It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-

- (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
- 5.2 The Purchase Price of the Property is the sum as set out in Section 2 of the Schedule to the Offer Form which shall be paid by the Purchaser to the Vendor according to the Term of Payment offered by the Purchaser under Section 3 of the Schedule to the Offer Form for the purchase of the Property.
- 5.3 The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.4 The special stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.5 The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.6 The Purchaser shall attend the Vendor's Solicitors' Office or the office of the solicitors appointed by the Purchaser (as the case may be) bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) to:-
 - (a) sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment;
 - (b) (if applicable) pay a further sum by way of a cashier's order (issued by a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance) made payable to "WOO KWAN LEE & LO" as further deposit ; and
 - (c) pay all stamp duty(ies) under this Preliminary Agreement and the Formal Agreement.
- 5.7 If the Purchaser fails to sign the Formal Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
- 5.8 The sale and purchase shall be completed at the Vendor's Solicitors' Office during office hours on or before the completion date.
- 5.9 The Purchaser shall complete the purchase of the Property and pay the further deposit and part payment and balance of the Purchase Price in such time and manner as provided in this Preliminary Agreement and the Formal Agreement.
- 6A. The measurements of the Properties for Tender (including the Property) are as follows:-

(1) Unit A on 7th Floor of Tower 1 of University Heights

(a) the saleable area of the Property is 147.188 square metres/ 1,584 square feet of which

6.430 square metres/ 69 square feet is the floor area of the balcony; and

(b) other measurements are –

- the area of the air-conditioning plant room is 2.885 square metres/ 31 square feet.

6B. The area of each Car Parking Space for Tender is as follows :-

12.5 square metres

7. The sale and purchase of the Property includes the fittings, finishes and appliances comprised in the Property as respectively set out in the Schedule to these Conditions of Sale.

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.

9. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 10 below and fully understands its contents.

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

WARNING TO PURCHASERS – PLEASE READ CAREFULLY!

對買方的警告- 買方請小心閱讀

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

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

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

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

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

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

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

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

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. The Preliminary Deposit, further deposit(s), part payment(s) and the balance of the Purchase Price shall be made by cashier's orders (save and except the balance of the Preliminary Deposit, where applicable). The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All such payments of the Purchase Price shall be paid within office hours on Mondays to Fridays.
12. The Vendor shall sell and the Purchaser shall purchase the Property with vacant possession.
13. The Vendor shall sell and the Purchaser shall purchase the Property on an "as is" basis and in the physical state and condition as it stands at the Purchase Price and on the terms set out in this Preliminary Agreement.
14. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
15. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Formal Agreement and the subsequent Assignment.
- (b) If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and the Purchaser shall pay his own solicitors' legal fees in respect of the Formal Agreement and the subsequent Assignment.
- (c) All plan fees for the plans to be attached to the Formal Agreement and the subsequent Assignment, the costs of certified copies of the relevant title deeds and documents including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage or charge in respect of the Property.
- (d) The Purchaser shall pay the costs of and incidental to the DMC (as defined in Clause 17 below) in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules which include the costs for the provision of a certified copy of the DMC to the Purchaser.
16. The Purchaser will be required to covenant with the Vendor in the Formal Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-

- (a) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given over to any person in addition to the consideration payable to the Vendor for the purchase of the Property or any other information required under the Stamp Duty Ordinance (Cap. 117); and
 - (b) to procure from any subsequent sub-purchaser or other transferee a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement having similar effect as this Clause 16(a).
- 17. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement in relation to the Development (the “DMC”). The form of the DMC as approved by the Director of Lands has been made available by the Vendor for inspection by the Tenderer. On completion of the sale and purchase of the Property:-
 - (a) The Purchaser shall either enter into the DMC or accept an Assignment of the Property subject to and with the benefit of the DMC; and
 - (b) The Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager of the Development), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which may be payable in respect of the Property under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.
- 18. Time is of the essence of this Preliminary Agreement.
- 19. The Purchaser shall promptly inform the Vendor in writing of any changes in Hong Kong correspondence address and telephone number as set out in the Offer Form.
- 20. In the event that the Tenderer comprises more than one person, the obligations and liabilities of each of those persons are joint and several.
- 21. The Property [is a residential property / comprises residential property and non-residential property]* within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
- 22. Section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to this Preliminary Agreement, and this Preliminary Agreement may be varied by the parties hereto from time to time or terminated or rescinded by agreement of the parties hereto or pursuant to the provisions of this Preliminary Agreement without the consent of any person who is not a party to this Preliminary Agreement.
- 23. In the event of any discrepancy between the English version of this Preliminary Agreement and the Chinese translation of this Preliminary Agreement, the English version shall prevail.

*[End of Part 3: Conditions of Sale]
[End of the Tender Document]*

** Please delete as inappropriate.*

招標文件

公開招標承投購買物業

現招標承投購買：

載於招標公告附表第一部份(A)欄之位於
香港旭龢道 42 號大學閣之物業

招標開始日期及時間為載於招標公告附表第一部份(B)欄的日期及時間
而招標截止日期及時間為載於招標公告附表第一部份(C)欄的日期及時間
(但若在招標截止時限之前物業已被撤回或出售則除外)

填妥及妥為簽署的投標書須於招標開始至招標截止前放入普通信封內封密，信封面上清楚註明
「香港旭龢道42號大學閣招標文件第7-AN號的招標」，提交至賣方的代理人位於香港新界荃
灣楊屋道8號如心廣場2座5樓擺放的標示為「大學閣標書」的投標箱內。

賣方： University Heights Holding Ltd.
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓

賣方律師： 胡關李羅律師行
香港灣仔港灣道 30 號新鴻基中心 28 樓 2801 室

賣方代理人： 華懋代理有限公司
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓
查詢熱線：2439 1662
聯絡人：吳崇武先生 (電話：2739 8811 / 傳真：2311 3080)

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由招標開始日期至招標截止日期後的下一日上午 11 時正之前。
「該等招標汽車停車位」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第二部份所列的汽車停車位，而「 招標汽車停車位 」是指任何一個該等指定招標汽車停車位。
「出售條款」	指本招標文件第 3 部份的出售條款。
「正式合約」	指賣方與買方根據出售條款第 5.1 段擬簽訂的該物業的正式買賣合約。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 2 部份的要約表格。
「該物業」	指如果及一旦投標者的投標書獲得賣方接納時的投標物業。
「該等招標物業」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第一部份(A)欄所列的物業，而「 招標物業 」是指任何一個該等物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「招標截止日期」	指載於招標公告附表第一部份(C)欄的日期及時間。
「招標開始日期」	指載於招標公告附表第一部份(B)欄的日期及時間。
「招標文件」	指本招標文件（由第 1 部份、第 2 部份及第 3 部份及其附表組成，但不包括附件）。
「招標公告」	指本招標文件第 1 部份的招標公告。
「該等投標物業」	指要約表格的附表中訂明的物業，而「 投標物業 」是指任何一個該等物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指 University Heights Holding Ltd.。
「賣方律師」	指胡關李羅律師行。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投該物業。
- 2.2 除該等招標物業外，投標者可在投標書中額外選擇提出邀約購買一個招標汽車停車位。
- 2.3 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.4 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.5 賣方亦保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該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。
- 2.6 賣方保留權利不時透過修改銷售安排資料的方法更改招標截止日期及時間。賣方無需就修改銷售安排資料另行通知投標者。
- 2.7 賣方保留權利接受或將任何提交不符合要求之標書或未能提交有效或妥為簽署的招標文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件之任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 2.8 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.9 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第 2 部分）（請填妥及簽署中文或英文版本之要約表格）；
 - (b) 連同以下文件：
 - (i) 銀行本票及支票(視何情況)
 - (A) 一張或多張銀行本票，總金額為投標者要約的樓價的 5%，抬頭寫「**胡關李羅律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發；或
 - (B) 一張或多張銀行本票，金額合共港幣 3,000,000 元及一張或多張支票，金額為其相關餘款，銀行本票及支票總金額為投標者要約的樓價的 5%，抬頭寫「**胡關李羅律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，而支票則為香港發牌銀行的支票。
 - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iii) 中介人的牌照（如適用）

在交易中代表投標者的地產經紀（「**中介人**」）的地產經紀的牌照複印本，不論中介人是否同時代表賣方。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告 (附件 1)
- (2) 關於該物業的賣方資料表格(附件 2)
- (3) 個人資料收集聲明 (附件 3)
- (4) 買方聲明(與賣方關係) (附件 4)
- (5) 延長保養欠妥之處的信件 (附件 5)

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**香港旭龢道 42 號大學閣招標文件第 7-AN 號的招標**」；及

- (d) 從下述招標開始日期及時間起至招標截止日期及時間止放入賣方擺放於香港新界荃灣楊屋道 8 號如心廣場第 2 座 5 樓並標示為「**大學閣標書**」的投標箱內：招標開始日期及時間：

招標開始日期下午 1 時正

招標截止日期及時間：

招標截止日期下午 2 時正

- 2.10 在賣方對收到的投標書作出決定前，所有銀行本票及支票(視何情況)均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票(視何情況)將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及支票(視何情況)將不會予以兌現，且落選投標者可經預約領回本票及支票(視何情況)，惟賣方亦可將本票及支票(視何情況)於承約期間屆滿後起計 14 天內，按投標書所載的香港通訊地址以專人送達或通過郵遞方式退還予落選投標者，風險由投標者承擔。

- 2.11 (a) 投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其**董事**簽署），並視作為主事人。賣方不接受任何人以代理人、獲授權人、被提名人、代表或信託人身份代表投標者行事。

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

- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及支票(視何情況)的地址。

- 2.12 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間隨時接納投標。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，直至承約期間終結之前，投標書都可由賣方隨時接納。

- (b) 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

書前發出的書面要求時向該投標者支付港幣 1 元。

3. **接受投標**

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿或之前獲通知其投標書已被接納，通知信函(「**接納書**」)會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應：
- (a) (如適用) 以銀行本票支付進一步訂金(相等於樓價的額外 5%)，銀行本票抬頭寫「**胡關李羅律師行**」，並須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票；及
 - (b) 簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標開始日期及時間至招標截止日期及時間在香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓審閱。為免疑問，買方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。
- 3.4 買方就購買該物業可獲賣方提供以下(如適用)贈品、財務優惠或利益：
- (a) **延長保養欠妥之處優惠**
- 在不損害出售條款及正式合約的條款的原則下，凡該物業或裝置、裝修物料及設備(定義見該物業之正式合約)有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，買方可於該物業買賣成交日期起計 12 個月內向賣方發出書面通知，要求賣方在合理地切實可行的範圍內儘快自費作出補救(「**延長保養欠妥之處優惠**」)。如有任何爭議，賣方有最終決定權。惟此延長保養欠妥之處優惠僅屬於有關買方，並僅供買方享用及獲得。此延長保養欠妥之處優惠不得轉讓，亦不可轉移，並受載於附件之延長保養欠妥之處的信件內的其他條款及細則約束。
- 3.5 投標者宜注意，買方如未能按照上文第 3.3(a) 段或未能按照出售條款及/或正式合約繳付進一步訂金、樓價任何部分付款或餘額或完成購買，賣方保留按照投標文件及/或正式合約向買方提出申索和獲得補償的權利。

4. **其他事項**

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人華懋代理有限公司(查詢熱線: 2439 1662)。
- 4.2 賣方的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文件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文件或正式合約所列出的任何條款或條件。
- 4.3 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告的附表

第一部份

	(A) 該等招標物業	(B) 招標開始日期及時間	(C) 招標截止日期及時間
1.	大學閣第 1 座 7 樓 A 單位	2022 年 5 月 26 日 下午 1 時正	2022 年 5 月 26 日 下午 2 時正

第二部份

	該等招標汽車停車位
1.	大學閣地庫 1 層汽車停車位 P20 號
2.	大學閣地庫 1 層汽車停車位 P21 號
3.	大學閣地庫 1 層汽車停車位 P22 號
4.	大學閣地庫 1 層汽車停車位 P24 號
5.	大學閣地庫 1 層汽車停車位 P25 號
6.	大學閣地庫 1 層汽車停車位 P26 號
7.	大學閣地庫 1 層汽車停車位 P31 號

[招標公告的附表完]

[第 1 部份：招標公告完]

第 2 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們（其名稱與地址載於本要約表格的附表），即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，並受本招標文件及出售條款的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成本人／我們與賣方之間按照本招標文件的條款及條件訂立的一份具約束力的協議。

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及支票(視何情況)的地址。接納書在投郵後的第二個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、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該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。

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

要約表格的附表

(由投標者填寫)

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

第 2 節 – 該等投標物業及樓價					
1.	投標物業	大學閣第 1 座 7 樓 A 單位*及地庫 1 層汽車停車位[]號			
	樓價 (HK\$)				
	銀行本票 / 支票	金額 (HK\$)	銀行	本票編號	支票編號

* 請刪去不適用者

第3節-支付條款

投標者不可撤回地要約以下所選(以剔號表示)的支付條款(請只剔一個)：

- ☐ **支付條款 A4**
1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金（如招標被賣方接納）；
 2. 樓價 5%在接納書的日期之後的 30 日內支付作為進一步訂金；
樓價 90%作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 90 日（「**成交日期**」）內。

第4節- 中介人（如有）

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

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、承諾或陳述向投標者/買方、中介人或任何其他人士負責。投標者/買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據招標文件進行。

第5節- 參觀該物業（請剔其中一項）

- ☐ 賣方已開放該物業供本人／我們參觀，且本人／我們已經參觀了該物業。
- ☐ 本人／我們明白本人／我們有權在遞交投標書之前參觀該物業，而賣方亦已開放該物業供本人／我們參觀，但本人／我們決定不參觀。

第6節- 遞交清單

以下文件連同本招標文件遞交（詳情見招標公告第 2.8 段）：

1. ☐ 招標文件（沒有附件）及要約表格已填妥及簽署
2. ☐ 銀行本票及支票(視何情況)
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照（如適用）
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 對買方的警告(未有填上日期) (附件 1)
 - (2) ☐ 關於該物業的賣方資料表格(未有填上日期) (附件 2)
 - (3) ☐ 個人資料收集聲明(未有填上日期) (附件 3)

- (4) ☐ 買方聲明(與賣方關係)(未有填上日期) (附件 4)
 (5) ☐ 延長保養欠妥之處的信件(未有填上日期) (附件 5)

第 7 節 – 關於公司投標者的聲明 (不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事及股東的資料均已列於下表。
2. 所有委任投標者的董事或分配/轉讓投標者股份的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至該物業根據正式合約買賣成交前，投標者的股東或董事均不會有任何改變（包括減少、增加、取代或更換）。
4. 賣方可在任何時間要求我們提供所有相關公司文件及資料以核實於下表列出的投票者的董事及股東的數目及身份（包括其姓名、身份證明及香港永久性居民身份），而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將該物業出售予投標者。

董事

	名稱 / 姓名	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

股東

	名稱 / 姓名	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		

5.		
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第8節 – 投標者及見證人的簽署

本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，填妥要約表格及其附表。本人／我們同意遵守及接受招標文件的條款及細則。

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

投標者簽署：

見證人簽署：

X

X

董事的姓名／名稱（如投標者為公司）：

見證人姓名：

日期：

[第2部份：要約表格完]

第 3 部分：出售條款

1. 定義

除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

- | | |
|------------|--|
| 「發展項目」 | 指建於在土地註冊處登記為內地段第 8171 號的整個發展項目，現稱為香港旭龢道 42 號大學閣，而該物業構成其部分。 |
| 「本臨時合約」 | 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。 |
| 「臨時訂金」 | 具有本出售條款第 4 段給予該詞的涵義。 |
| 「賣方律師的辦事處」 | 指香港灣仔港灣道 30 號新鴻基中心 28 樓 2801 室。 |

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條件及條款出售該物業，而買方須以樓價並按本臨時合約所載條件及條款購買該物業。
3. 在本臨時合約中：
 - (a) 「實用面積」具有《一手住宅物業銷售條例》（“該條例”）第 8 條給予該詞的涵義；
 - (b) 本臨時合約第 6(a) 條項下的項目的樓面面積，按照該條例第 8(3) 條之規定計算；
 - (c) 本臨時合約第 6(b) 條項下的項目的面積，按照該條例附表 2 第 2 部之規定計算；
 - (d) 「工作日」具有該條例第 2(1)條給予該詞的涵義；及
 - (e) 「辦公時間」指由上午 10 時起至同日下午 4 時 30 分為止的期間。。
4. 根據招標公告的第 2.9 段，如果投標書獲接納，則連同要約表格一併遞交的一張或多張總金額為樓價的 5%的銀行本票及支票(視何情況)將作為買方支付的臨時訂金(以下簡稱「臨時訂金」)，該臨時訂金應由賣方律師作為保證金保存人而持有。
5. 如果投標書獲接納：
 - 5.1 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書之日期後的第五個工作日或之前簽立；及
 - (b) 由賣方於接納書之日期後的第八個工作日或之前簽立。
 - 5.2 該物業的樓價為要約表格的附表第 2 節所載之銀碼，並須由買方按要約表格的附表第 3 節所要約的支付條款支付予賣方。
 - 5.3 就本臨時合約、正式合約及轉讓契須支付的從價印花稅（若有的話），由買方承擔及支付。

- 5.4 就本臨時合約、正式合約及轉讓契須支付的額外印花稅（若有的話），由買方承擔及支付。
- 5.5 就本臨時合約、正式合約及轉讓契須支付的買家印花稅（若有的話），由買方承擔及支付。
- 5.6 買方應於接納書的日期之後的 5 個工作日內（在此方面時間為關鍵元素）攜帶其香港身份證或護照或(如買方為公司)商業登記證及本臨時合約前往賣方律師的辦事處或買方自己聘用的律師的辦事處(視情況而定)以：
- (a) 簽署正式合約，其格式按賣方律師所擬備的，不得對其作出任何改動或修訂；
 - (b) (如適用) 通過提交（經《銀行業條例》第 16 條妥當許可的銀行簽發的）抬頭為「**胡關李羅律師行**」的銀行本票的方式支付額外款項作為進一步訂金；及
 - (c) 支付全部有關本臨時合約及正式合約應付的印花稅。
- 5.7 如果買方沒有在接納書之日後的 5 個工作日內簽署正式合約：
- (a) 本臨時合約即告終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
- 5.8 買賣應於成交日期或之前在辦公時間內於賣方律師的辦事處完成。
- 5.9 買方須按本臨時合約及正式合約規定的時間和方式完成購買該物業及支付進一步訂金、部份樓價及樓價餘款。
- 6A. 該等投標物業(包括該物業)的量度尺寸如下：
- (1) 大學閣第 1 座 7 樓 A 單位
 - (a) 物業的實用面積為 147.188 平方米/ 1,584 平方呎，其中 —

6.430 平方米/ 69 平方呎為露台的樓面面積；及
 - (b) 其他量度尺寸為 —
- 空調機房的樓面面積為 2.885 平方米/ 31 平方呎。
- 6B. 每個招標汽車停車位的面積如下：
- 12.5 平方米
7. 該物業的買賣包括附表所列的該物業的裝置、裝修物料及設備一起出售。

8. 在不損害《物業轉易及財產條例》(第 219 章)第 13 和 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. 買方確認已收到第 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. 就上述第 9 條而言，「對買方的警告」內容如下：

WARNING TO PURCHASERS – PLEASE READ CAREFULLY!

對買方的警告- 買方請小心閱讀

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. 臨時訂金、進一步訂金、部分付款和樓價的餘款應以本票的方式支付(如適用，臨時訂金餘款除外)。買方應按照本臨時合約所列的條款支付樓價。所有支付樓價的款項應於星期一至星期五的辦公時間內支付。
 12. 賣方在可交出空置管有權的情況下出售該物業且買方應在該種情況下購買該物業。
 13. 賣方以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約出售該物業，且買方以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約購買該物業。

14. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
15. (a) 倘若買方委託賣方律師就購買該物業代表其行事，賣方須承擔該律師事務所就正式合約及其後轉讓契收取的律師費。
- (b) 倘若買方選擇委託其自己的律師就購買該物業之事代表其行事，則賣方和買方應各自支付其自己的律師就正式合約和其後轉讓契收取的律師費。
- (c) 擬附於正式合約和其後轉讓契的圖則的所有圖則費用、所有相關業權契據及文件的核證副本的費用（包括該等核証副本的圖則費）、查冊費用、登記費用及其他雜費，均由買方承擔。買方亦應支付並承擔有關該物業的任何按揭契或押記的所有法律費用和雜費。
- (d) 買方應支付依據《律師(一般)事務費規則》規定的收費率就公契(定義見第 17 條)產生或附帶的費用，包括提供一份公契的核證副本予買方的費用。
16. 買方須在正式合約中向賣方契諾，倘若買方在該物業的買賣完成之前以任何方式轉售該物業或轉讓正式合約的權益，買方須要求每一轉購人、受贈人、代名人、受益人、授權人或其他受讓人：
- (a) 在任何其後的買賣轉售合約或其他協議中，披露已經以任何方式購買或出售該物業或其中任何權益的所有確認人、代名人及其他中介方的全部詳情（包括身份證號碼和完整地址），以及全部價款或其他代價，並包括須就購買該物業支付予賣方的代價以外的已經支付或給予任何人士的任何佣金、保留金額或代理費用或任何其他金額以及任何印花稅條例(第 117 章)要求的任何其它資料；且
- (b) 促使任何其後的轉購人或其他受讓人在其後的買賣轉售合約中作出具有本第 16 條第(a)分段條件相似效力的契諾，或在任何其他協議中設定具有本第 16 條第(a)分段條件相似效力的義務。
17. 該物業的銷售受限及受益於有關發展項目的大廈公共契據及管理協議（「公契」）。經地政總署署長批准的公契格式已由賣方供投標者審閱。於完成該物業的買賣的時候：
- (a) 買方應簽署公契或接受該物業的轉讓契受制於遵守公契的規定且享受公契項下的利益；且
- (b) 買方應向發展項目的管理人支付或向賣方償付（如果賣方已向管理人支付任何相關款項）所有按金及預支款項、對特別基金的供款和清除瓦礫費用、其應承擔的公共水電錶以及向發展項目的公共部分供應公共設施的按金以及公契項下或依據公契就該物業可能需要支付的其它款項。買方應償付賣方其已支付的任何該等款項，無論該等按金、預支款項、供款或其它款項在公契項下是否可作轉讓或可予退還。
18. 時間為本臨時合約的關鍵元素。
19. 買方在要約表格上所填寫的香港通訊地址及電話號碼如有任何更改，須立即以書面通知賣方。
20. 若投標者由多於一人組成，則每一位投標者的義務及責任為共同及個別的。

21. 該物業為[為印花稅條例(第 117 章)第 29A(1) 條所註釋之住宅用途物業 / 包含印花稅條例(第 117 章)第 29A(1) 條所註釋之住宅用途物業及非住宅用途物業]*。

* 請刪除不適用者

22. 合約(第三者權利)條例(第 623 章)第 6(1)條不適用於本臨時合約，而本臨時合約各方可隨時按各方同意或根據本臨時合約條款更改、終止或撤銷本臨時合約，毋須取得任何非本臨時合約一方的第三者同意。

23. 如果本臨時合約的英文文本和中文譯本有任何不一致，則應以英文文本為準。

[第 3 部份附表見後頁]

[第 3 部分：出售條款完]

Schedule to the Conditions of Sale
出售條款的附表

Fittings, finishes and appliances
裝置、裝修物料及設備

1. EXTERIOR FINISHES	
Item	Description
(a) External Wall	Facade of residential tower finished with window wall, aluminium cladding, aluminium grille and aluminium louvre, ceramic tiles and external paint on plaster. Transfer plate finished with aluminium cladding and glass cladding. Podium finished with natural stones, ceramic tiles, window wall, aluminium cladding, aluminium grille, aluminium louvre and external paint on plaster.
(b) Window	Aluminium framed finished with fluorocarbon coating fitted with Insulated Glass Units (IGU) are installed for all windows in Living Room, Dining Room, Bedroom, Kitchen, Bathroom, Utility Room and Lavatory.
(c) Bay window	Not applicable.
(d) Planter	Finished with ceramic tiles.
(e) Verandah or balcony	Balconies are finished with laminated tempered glass balustrade with aluminium top rail. Floor is finished with composite wood flooring. Wall is finished with aluminium cladding. Ceiling is finished with aluminium cladding. No verandah is provided. All balconies are covered (except Unit A on 15/F and Unit A on 16/F of Towers 1, 2 and 3 are uncovered).
(f) Drying facilities for clothing	Not applicable.
2. INTERIOR FINISHES	
Item	Description
(a) Lobby	<u>Entrance Lobbies at G/F</u> Wall finished with glass panel, natural stone, mirror panel and metal trim. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint. <u>Residential Floors</u> Wall finished with natural stone, timber veneer, mirror panel and metal trim (except Unit A on 11/F of Tower 1). <u>Unit A on 11/F of Tower 1</u> Wall finished with laminated glass, timber veneer, mirror panel, stainless steel panel and trim. Floor finished with natural stone. Gypsum board false ceiling and wooden panel finished with emulsion paint. <u>Basement Floors</u> Wall finished with glass panel, mirror panel, natural stone and metal trim. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint.

2. INTERIOR FINISHES	
Item	Description
(a) Lobby	<u>Fireman Lift Lobbies</u> Residential Floors Wall finished with ceramic tiles. Floor finished with ceramic tiles. Aluminium false ceiling. G/F and Basement Floors Wall finished with paint. Floor finished with ceramic tiles. Gypsum board false ceiling finished with emulsion paint.
(b) Internal wall and ceiling	<u>Internal wall</u> Living room, Dining room and Bedroom finished with emulsion paint except area covered by bulkhead (except Unit A on 11/F of Tower 1). <u>Internal wall of Unit A on 11/F of Tower 1</u> Living Room and Dining Room finished with wall covering, mirror panel, natural stone, laminated glass, wood shutter and stainless steel trim except area covered by bulkhead. Bedroom 1 finished with wall covering, fabric finish and stainlesssteel trim except area covered by bulkhead. Bedroom 2 finished with wall covering, fabric finish and stainless steel trim except area covered by bulkhead. Bedroom 3 finished with wall covering except areacovered by bulkhead. <u>Ceiling</u> Living room, Dining Room and Bedroom finished with emulsion paint where exposed and partially finished with gypsum board false ceiling with emulsion paint (except Unit A on 11/F of Tower 1). <u>Ceiling of Unit A on 11/F of Tower 1</u> Living room, Dining Room and Bedroom finished with gypsum board and wooden panel false ceiling with emulsion paint and stainless steel trim .
(c) Internal floor	Living Room, Dining Room and Bedroom finished with engineered wood flooring and solid timber skirting (except Unit A on 11/F of Tower 1). <u>Unit A on 11/F of Tower 1</u> Living Room, Dining Room, Bedroom 1 and Bedroom 2 finished with engineered wood flooring and solid timber skirting. Bedroom 3 finished with vinyl flooring and solid timber skirting. Natural stone border along inner side of door opening to balcony and flat roof (if provided). Natural stone at the main door (except Unit A on 16/F of Towers 1, 2 and 3)Natural stone finish at the bar table area at Unit A on 16/F of Towers 1, 2 and 3.

2. INTERIOR FINISHES	
Item	Description
(d) Bathroom	Wall finished with natural stone up to false ceiling level (except those areas covered by vanity counter and mirror cabinet and above false ceiling level and Unit A on 11/F of Tower 1). <u>Unit A on 11/F of Tower 1</u> Wall finished with natural stone up to false ceiling level(except those areas covered by vanity counter and mirror cabinet and above false ceiling level). Floor finished with natural stone (except those areas under bathtub). Gypsum board false ceiling finished with emulsion paint.
(e) Kitchen	Wall finished with stainless steel plate and natural stone up to false ceiling level (except those areascovered by kitchen cabinet and above false ceiling level). Gypsum board false ceiling finished with emulsion paint. Floor finished with natural stone (except those areas covered by kitchen cabinet). All cooking bench countertop is fitted with solid surface material.
3. INTERIOR FITTING	
Item	Description
(a) Doors	<u>Unit Main Entrance (except Unit A on 11/F of Tower 1)</u> Solid core fire rated timber door with wood veneer and stainless steel trim and fitted with lockset, concealed door closer, door guard, eye viewer and bottom drop seal. <u>Unit Main Entrance of Unit A on 11/F of Tower 1</u> Laminated glass door with stainless steel frame and fitted with lockset and floor hinge. <u>Private Lift Lobby Door</u> Solid core fire rated timber door with mirror panel, plastic laminate and concealed door closer and fitted with fire rated glass vision panel. <u>Fireman's Lift Lobby Unit Entrance Door</u> Solid core timber fire rated door with plastic laminate and fitted with lockset, concealed door closer, door guard and eye viewer. <u>Living Room of Unit A on 11/F of Tower 1</u> Hollow core timber sliding door with wall covering and stainless steel trim and fitted withbuilt-in handle.

3. INTERIOR FITTING	
Item	Description
(a) Doors	<u>Kitchen (Connecting to Dining Room)(except Unit A on 11/F of Tower 1)</u> Solid core fire rated timber door with wood veneer and fitted with fire rated glass vision panel and concealed door closer. <u>Kitchen (Connecting to Dining Room) of Unit A on 11/F of Tower 1</u> Solid core fire rated timber door with wood veneer and stainless steel trim and fitted with fire rated glass vision panel and concealed door closer. <u>Kitchen (Connecting to Corridor)(except Unit A on 11/F of Tower 1)</u> Solid core fire rated timber door with wood veneer and plastic laminate and fitted with lever handle and concealed door closer. <u>Kitchen (Connecting to Corridor) of Unit A on 11/F of Tower 1</u> Solid core fire rated timber door with wood veneer and stainless steel trim and fitted with lever handle and door closer. <u>Bedroom (except Unit A on 11/F of Tower 1)</u> Solid core timber door with wood veneer and fitted with lockset and bottom drop seal. <u>Bedroom of Unit A on 11/F of Tower 1</u> Solid core timber door with wood veneer and stainless steel trim and fitted with lockset and bottom drop seal. <u>Bathroom 1 for all units (except Unit A on 11/F of Tower 1), Bathroom 2 for Unit A on 16/F, Bathroom 3 for all units on 1/F - 3/F & Unit A on 16/F for Towers 1, 2 & 3</u> Glass sliding door with aluminium frame with lockset. <u>Bathroom 1 of Unit A on 11/F of Tower 1</u> Glass sliding door with stainless steel frame. <u>Bathroom 2 for all units (except all Unit A on 16/F for Towers 1, 2 & 3 and Unit A on 11/F of Tower 1)</u> Solid core timber door with wood veneer and fitted with lockset and timber louvre. <u>Bathroom 2 of Unit A on 11/F of Tower 1</u> Solid core timber door with wood veneer and stainless steel trim and fitted with lockset. Additional solid core timber sliding door with wood veneer, mirror panel, stainless steel trim and fitted with lockset. <u>Bathroom 3 for all units on 5/F - 12/F & 15/F (except Unit A on 11/F of Tower 1), Bathroom 4 for all units on 1/F - 3/F & Unit A on 16/F for Towers 1, 2 & 3</u> Solid core timber door with wood veneer and fitted with lockset. <u>Lavatory</u> Hollow core timber sliding door with plastic laminate and stainless steel and fitted with lockset. <u>Powder Room</u> Solid core timber door with wood veneer and stainless steel trim and fitted with lockset and timber louvre. <u>Utility</u> Solid core timber door with plastic laminate and fitted with lockset. <u>Utility 1 and Utility 2</u> Solid core timber door with wood veneer and fitted with lockset. <u>Air Handling Unit (AHU) Room</u> Painted metal door and fitted with lockset.

3. INTERIOR FITTING	
Item	Description
(a) Doors	<u>Store Room</u> Solid core timber door with wood veneer and fitted with lockset. <u>Balcony</u> Aluminium framed sliding door with fluorocarbon coating with Insulated Glass Units (IGU) fitted with lockset. <u>Flat Roof</u> Aluminium framed sliding door with fluorocarbon coating with Insulated Glass Units (IGU) fitted with lockset. <u>Door to Roof</u> Aluminium framed swing door with fluorocarbon coating with Insulated Glass Units (IGU) fitted with lockset.
(b) Bathroom	<u>Bathroom 1 of all units (except all Unit A on 16/F of Towers 1, 2 & 3 and Unit A on 11/F of Tower 1)</u> Timber mirror cabinet and wooden vanity counter with natural stone wash basin and brushed nickel basin mixers. Reconstituted stone bathtub (1680mm(L) x 800mm(W) x 500mm(H)) and tempered glass shower cubicle with brushed nickel bath mixer and brushed nickel shower set, vitreous china water closet, brushednickel towel bar, brushed nickel hook and brushed nickel toilet paper holder. <u>Bathroom 1 of Unit A on 16/F of Towers 1, 2 and 3</u> Timber mirror cabinet and wooden vanity counter with natural stone wash basin and brushed nickel basin mixers. Reconstituted stone bathtub (1800mm(L)x 985mm(W)x 550mm(H)) and tempered glass shower cubicle with brushed nickel bath mixer and brushed nickel shower set, vitreous china water closet, brushednickel towel bar and brushed nickel toilet paper holder. <u>Bathroom 1 of Unit A on 11/F of Tower 1</u> Timber mirror cabinet and wooden vanity counter with natural stone countertop and vitreous china washbasin with chrome plated basin mixer. Solid surface material bathtub (1530mm(L) x 860mm(W) x 420mm(H)) with chrome plated bath mixer and chrome plated shower set, vitreous china water closet, aluminium curtain track, chrome plated towel bar and chrome plated toilet paper holder. <u>Bathroom 2 of all units (except all Unit A on 16/F & Unit A on 11/F of Tower 1) of Towers 1, 2 & 3</u>Timber mirror cabinet and wooden vanity counter with natural stone countertop and vitreous china wash basin with brushed nickel basin mixer. Cast iron bath tub (1700mm(L) x 800mm(W) x 465mm(H))with brushed nickel bath mixer and brushed nickel shower set, vitreous china water closet, aluminium curtain track, brushed nickel towel bar and brushed nickel toilet paper holder. <u>Bathroom 2 of Unit A on 11/F of Tower 1</u> Timber mirror cabinet and wooden vanity counter with natural stone countertop and vitreous china wash basin with brushed nickel basinmixers. Tempered glass shower cubicle with brushed nickel bath mixer and brushed nickel shower set,vitreous china water closet, brushed nickel towel bar, brushed nickel toilet paper holder and manually operated aluminum blind. <u>Bathroom 2 and Bathroom 4 of Unit A on 16/F of Towers 1, 2 & 3, Bathroom 3 of all units of Towers1, 2 & 3</u> Timber mirror cabinet, wooden vanity counter with natural stone countertop and vitreous china wash basinwith brushed nickel basin mixer. Tempered glass shower cubicle with brushed nickel shower mixer andbrushed nickel shower set, vitreous china water closet, brushed nickel towel bar and brushed nickel toilet paper holder. Brushed nickel hook (Bathroom 4 of Unit A on 16/F of Towers 1, 2 & 3 only)

3. INTERIOR FITTING	
Item	Description
(b) Bathroom	<u>Bathroom 4 of all units (except Unit A on 16/F) of Towers 1, 2 & 3</u> Timber mirror cabinet and wooden vanity counter with natural stone countertop and vitreous chinawash basin with brushed nickel basin mixer. Vitreous china water closet, brushed nickel towel bar, brushed nickel hook and brushed nickel toilet paper holder. Manually operated wooden blind is provided (except bathroom 2 of Unit A on 11/F of Tower 1). Copper pipes are used for cold and hot water supply system. uPVC pipes are used for flushing water supply system. For appliances provision, please refer to the "Appliance Schedule".
(c) Kitchen	Fitted with granite composite sink with brushed nickel hot and cold water sink mixer. Fitted with wooden kitchen cabinet with wood veneer and lacquer finished door panel. Cooking bench is finished with solid surface material. Copper pipes are used for cold and hot water supply system. For appliance provision, please refer to the "Appliances Schedule".
(d) Bedroom	Fitted with walnut melamine walk-in-closet at Bedroom 1 for all units of Towers 1, 2 and 3 (except Unit A on 16/F of Towers 1, 2 and 3 and Unit A of 11/F of Tower 1) and Bedroom 3 for Unit A on 16/F of Towers 1, 2 and 3. Fitted with white wood and walnut melamine wardrobe at Bedroom 2 and Bedroom 3 for all units of Towers 1, 2 and 3 (except Bedroom 2 of Unit A of 11/F of Tower 1 and Bedroom 3 of Unit A on 16/F of Towers 1, 2 and 3) and Bedroom 1 and Bedroom 4 for Unit A on 16/F at Towers 1, 2 and 3. Motorized roller blinds with polyester blackout and sheer are provided in all units of Towers 1, 2 and 3 (except Unit A of 11/F of Tower 1) <u>Unit A on 11/F of Tower 1</u> Bedroom 1 fitted with wood veneer and stainless steel trim wardrobe, wood veneer with lacquer finish cabinet, vinyl and wooden bedstead. Bedroom 2 fitted with wood veneer and stainless steel closet, fabric and wooden bedstead. Bedroom 3 fitted with wood veneer and stainless steel trim and wall covering bookshelves. Motorized roman blinds with fabric blackout and sheer for Bedroom 1 and Bedroom 2 are provided. Motorized roller blinds with vinyl blackout for Bedroom 3 are provided.
(e) Telephone	Telephone outlets are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(f) Aerials	TV/FM outlets for local TV/FM programs are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".

(g) Electrical installations	Three-phase electricity supply with Miniature Circuit Breakers distribution board are provided. All conduits are concealed within concrete walls except those inside or enclosed by block wall, false ceiling and bulkhead. <u>Residential Unit for Tower 1 (except Unit A on 11/F)</u> Home automation system includes control of air-conditioning system, lighting and Indoor Air Quality sensor. <u>Unit A on 11/F of Tower 1</u> Home automation system includes control of air-conditioning system, lighting, curtain, temperature and humidity sensor, water leakage sensor and voice control. For the location and number of power points and air conditioner points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units".
(h) Gas supply	Gas supply pipes are installed and connected to gas cooker and gas water heaters. For location of connection points, please refer to the "Schedule of Mechanical and Electrical Provision of Residential Properties".
(i) Washing machine connection point	Water inlet connection point and water outlet connection point are provided for washing machine. For the location of connection points, please refer to the "Schedule of Mechanical & Electrical Provision of Residential Properties".
(j) Water supply	Water pipes are partly concealed and partly exposed. Exposed water pipes are those run inside false ceiling, bulkhead and cabinet or running on external walls. Copper pipes are used for both cold and hot water supply system. uPVC pipes are used for flushing water supply system. Hot water supply is available.

1. 外部裝修物料	
細項	描述
(a) 外牆	住宅大樓外牆鋪砌玻璃牆、鋁板、鋁質柵格及鋁質百葉、瓷磚及批盪面髹外牆油漆。 轉換層鋪砌鋁板及玻璃蓋板。 平台鋪砌天然石材、瓷磚、玻璃牆、鋁板、鋁質柵格、鋁質百葉及批盪面髹外牆油漆。
(b) 窗	所有窗戶採用鋁窗框配有氟化碳噴塗層鍍低輻射鍍膜中空玻璃 (IGU) 配備於客廳、飯廳、睡房、廚房、浴室、工作間及廁所。
(c) 窗台	不適用。
(d) 花槽	鋪砌瓷磚。

(e) 陽台或露台	露台裝設夾層鋼化玻璃欄杆配以鋁質頂欄。 地板鋪砌複合木地板。 牆身裝設鋁板。 天花裝設鋁板。 沒有陽台。 所有露台均有蓋(除第1、2 及3座15樓A單位及16樓A單位為無蓋)。
(f) 乾衣設施	不適用。

2. 室內裝修物料	
細項	描述
(a) 大堂	<u>地下入口大堂</u> 牆身鋪砌玻璃飾面、天然石材、鏡飾面及金屬飾邊。 地板鋪砌天然石材。 石膏板假天花髹乳膠漆。 <u>住宅樓層</u> 牆身鋪砌天然石材、木皮、鏡飾面及金屬飾邊(第1座11樓A單位除外)。 <u>第1座11樓A單位</u> 牆身鋪砌夾層玻璃、木皮、鏡飾面、不銹鋼飾面及飾邊。 地板鋪砌天然石材。 石膏板及木板假天花髹乳膠漆。 <u>地庫樓層</u> 牆身鋪砌玻璃飾面、鏡飾面、天然石材及金屬飾邊。 地板鋪砌天然石材。 石膏板假天花髹乳膠漆。
(a) 大堂	<u>消防用升降機大堂</u> 住宅樓層 牆身鋪砌瓷磚。 地板鋪砌瓷磚。 裝設鋁質假天花。 地下及地庫樓層 牆身髹油漆。 地板鋪砌瓷磚。 石膏板假天花髹乳膠漆。

(b) 內牆及天花板	<u>內牆</u> 客廳、飯廳及睡房髹上乳膠漆，但不包括被假陣遮蓋之牆身(第1座11樓A單位除外)。 <u>第1座11樓A單位內牆</u> 客廳及飯廳裝設牆飾、鏡飾面、天然石材、夾層玻璃、木百葉窗及不銹鋼飾邊，但不包括被假陣遮蓋之牆身。 睡房1裝設牆飾、布飾面及不銹鋼飾邊，但不包括被假陣遮蓋之牆身。睡房2裝設牆飾、布飾面及不銹鋼飾邊，但不包括被假陣遮蓋之牆身。 睡房3裝設牆飾，但不包括被假陣遮蓋之牆身。 <u>天花板</u> 客廳、飯廳及睡房天花外露部分髹上乳膠漆，及部分髹上乳膠漆的石膏板天花(第1座11樓A單位除外)。 <u>第1座11樓A單位天花板</u> 客廳、飯廳及睡房石膏及木板天花髹上乳膠漆及裝設不銹鋼飾邊。
(c) 內部地板	客廳、飯廳及睡房內部地板以複合木鋪砌，及配以實木腳線(第1座11樓A單位除外)。 <u>第1座11樓A單位</u> 客廳、飯廳、睡房1及睡房2內部地板以複合木鋪砌，及配以實木腳線。 睡房3內部地板鋪設膠地板，及配以實木腳線。 通往露台門及平台(如有)門戶之室內地台圍邊部分以天然石材鋪砌。 大門口內部以天然石材鋪砌(第1、2 及3座16樓A單位除外)。 第1、2 及 3座16樓A單位吧檯位置以天然石材鋪砌。
(d) 浴室	牆身以天然石材鋪砌至假天花(面盆櫃背、鏡櫃背牆身及假天花以上及第1座11樓A單位除外)。 <u>第1座11樓A單位</u> 牆身以天然石材鋪砌至假天花(面盆櫃背、鏡櫃背牆身及假天花以上除外)。 地板以天然石材鋪砌(浴缸底除外)。 石膏板假天花髹乳膠漆。
(e) 廚房	牆身以不銹鋼天然石材鋪砌(廚櫃背牆身及假天花以上除外)至假天花。 石膏板假天花髹乳膠漆。 地板以天然石材鋪砌(廚櫃底除外)。 所有灶台面以實體面料安裝。

3. 室內裝置	
細項	描述
(a) 門	<u>單位主入口(第1座11樓A單位除外)</u> 選用木皮及不銹鋼飾邊實心防火木門，配以門鎖、隱藏式氣鼓、防盜扣、防盜眼及門底升降密封條。 <u>第1座11樓A單位主入口</u> 夾層玻璃配不銹鋼邊框，配以門鎖及地鉸。 <u>私人升降機大堂門</u> 鏡飾面及膠板面實心防火木門，配以隱藏式氣鼓及防火玻璃視窗。 <u>消防升降機大堂門</u> 膠板面實心防火木門，配以門鎖、隱藏式氣鼓、防盜扣及防盜眼。 <u>第1座11樓A單位單位客廳門</u> 空心木趟門，配以牆飾、不銹鋼飾邊及嵌入式手柄。
(a) 門	<u>廚房 (通往飯廳)(第1座11樓A單位除外)</u> 木皮實心防火木門，配以防火玻璃視窗及隱藏式氣鼓。 <u>第1座11樓A單位單廚房 (通往飯廳)</u> 木皮實心防火木門配不銹鋼飾邊，配以防火玻璃小窗及隱藏式氣鼓。 <u>廚房 (通往走廊)(第1座11樓A單位除外)</u> 木皮及膠板面實心防火木門，配以手柄及隱藏式氣鼓。 <u>第1座11樓A單位廚房 (通往走廊)</u> 木皮實心防火木門配不銹鋼飾邊，配以手柄及氣鼓。 <u>睡房(第1座11樓A單位除外)</u> 選用木皮實心木門，配以門鎖及門底升降密封條。 <u>第1座11樓A單位睡房</u> 選用木皮實心木門配不銹鋼飾邊，配以門鎖及底部止水條。 <u>第1、2 及3座所有單位的浴室 1(第1座11樓A單位除外)、16樓A單位浴室2、 1 樓至3樓所有單位及16樓A單位的浴室3</u> 選用鋁框玻璃趟門，配以門鎖。 <u>第1座11樓A單位浴室1</u> 選用不銹鋼框玻璃趟門。 <u>第1、2 及3座所有單位的浴室2 (第1、2 及3座的16樓A單位及第1座11樓A單位除外)</u> 選用木皮實心木門，配以門鎖及木百葉。 <u>第1座11樓A單位浴室2</u> 選用木皮實心木門配不銹鋼飾邊，配以門鎖。 另設木皮實心木趟門配不銹鋼飾邊及鏡飾面，配以門鎖。 <u>第1、2 及3座5樓至12樓及15樓所有單位的浴室3 (第1座11樓A單位除外)、1樓 至3樓所有單位及16樓A單位浴室4</u> 選用木皮實心木門，配以門鎖。 <u>廁所</u> 膠板面及不銹鋼面空心木趟門，配以門鎖。 <u>化妝室</u> 選用木皮實心木門配不銹鋼飾邊，配以門鎖及木百葉。 <u>工作間</u> 選用膠板面實心木門，配以門鎖。

	<u>工作間1 及工作間2</u> 選用木皮實心木門，配以門鎖。 <u>風櫃房</u> 選用油漆金屬門，配以門鎖。
3. 室內裝置	
細項	描述
(a) 門	<u>儲物室</u> 選用木皮實心木門，配以門鎖。 <u>露台</u> 鋁框趟門配有氟化碳噴塗層鍍低輻射鍍膜中空玻璃 (IGU) 及門鎖。 <u>平台</u> 鋁框趟門配有氟化碳噴塗層鍍低輻射鍍膜中空玻璃 (IGU) 及門鎖。 <u>往天台門</u> 鋁框平開門配有氟化碳噴塗層鍍低輻射鍍膜中空玻璃 (IGU) 及門鎖。
(b) 浴室	<u>第1、2 及3座所有單位的浴室1(第1、2 及3座的16樓A單位及第1座11樓A單位除外)</u> 裝設木鏡櫃及木面盆櫃連天然石洗手盆連拉絲鍍水龍頭。人造石浴缸 (1680毫米(長)x800毫米(闊)x500毫米(高))及鋼化玻璃淋浴間連拉絲鍍浴缸水龍頭及拉絲鍍花灑套裝、搪瓷坐廁、拉絲鍍毛巾桿連拉絲鍍掛鉤及拉絲鍍廁紙架。 <u>第1、2 及3座16樓A單位浴室1</u> 裝設木鏡櫃及木面盆櫃連天然石洗手盆連拉絲鍍水龍頭。人造石浴缸 (1800毫米(長)x985毫米(闊)x550毫米(高))及鋼化玻璃淋浴間連拉絲鍍浴缸水龍頭及拉絲鍍花灑套裝、搪瓷坐廁、拉絲鍍毛巾桿及拉絲鍍廁紙架。 <u>第1座11樓A單位浴室1</u> 裝設木鏡櫃及木面盆櫃配備天然石檯面、搪瓷洗手盆連鍍鉻水龍頭。配備實體面料浴缸 (1530毫米(長)x860毫米(闊)x420毫米(高))連鍍鉻浴缸水龍頭及鍍鉻花灑套裝、搪瓷坐廁、鋁窗簾軌、鍍鉻毛巾桿及鍍鉻廁紙架。 <u>第1、2 及3座所有單位的浴室2(所有16樓A單位及第1座11樓A單位除外)</u> 裝設木鏡櫃及木面盆櫃連天然石檯面配搪瓷洗手盆連拉絲鍍水龍頭。鑄鐵浴缸 (1700毫米(長)x800毫米(闊)x465毫米(高))連拉絲鍍浴缸水龍頭及拉絲鍍花灑套裝、搪瓷坐廁、鋁質浴簾軌、拉絲鍍毛巾桿及拉絲鍍廁紙架。 <u>第1座11樓A單位浴室2</u> 裝設木鏡櫃及木面盆櫃連天然石檯配搪瓷洗手盆連拉絲鍍水龍頭。配備鋼化玻璃淋浴間連拉絲鍍浴缸水龍頭及拉絲鍍花灑套裝、搪瓷坐廁、拉絲鍍毛巾桿、拉絲鍍廁紙架及手動鋁百葉簾。 <u>第1、2 及3座16樓A單位浴室2及浴室4，以及所有單位的浴室3</u> 裝設木鏡櫃及木面盆櫃連天然石檯面配搪瓷洗手盆連拉絲鍍水龍頭。鋼化玻璃淋浴間連拉絲鍍淋浴水龍頭及拉絲鍍花灑套裝、搪瓷坐廁、拉絲鍍毛巾桿及拉絲鍍廁紙架。 拉絲鍍掛鉤(只供第1、2 及3座16樓A單位浴室4)

3. 室內裝置	
細項	描述
(b) 浴室	<u>第1、2 及3座所有單位的浴室(16樓A單位除外)</u> 裝設木鏡櫃及木面盆櫃連天然石檯面配搪瓷洗手盆連拉絲銀水龍頭。搪瓷坐廁、拉絲銀毛巾桿、拉絲銀掛鉤及拉絲銀廁紙架。 配備手動木百葉簾(第1座11樓A單位除外)。 冷熱水供水系統採用銅喉管。沖水系統採用膠喉。 有關設備供應，請參閱「設備說明表」。
(c) 廚房	裝設花崗石洗滌盆連拉絲銀冷熱水水龍頭。木製廚櫃配以木皮飾面及油漆飾面門板。灶台面以實體面料安裝。 冷熱水供水系統採用銅喉管。 有關設備供應，請參閱「設備說明表」。
(d) 睡房	第1、2 及3座所有單位睡房1 (所有16樓A單位及第1座11樓A單位除外)及第1、2 及3座16樓A單位設有胡桃木三聚氰胺衣帽間。 第1、2及3座所有單位睡房2及睡房3(第1座11樓A單位睡房2及所有16樓A單位睡房3除外)、第1、2 及3座16樓A單位睡房1及睡房4設有胡桃木及白木三聚氰胺衣櫃。 第1、2及3座所有單位配備設有聚酯纖維遮光及紗簾的電動捲簾 (第1座11樓A單位除外)。 <u>第1座11樓A單位</u> 睡房1設有木皮連不銹鋼飾邊衣櫃，木皮配漆面儲物櫃及人造皮飾面木床架。 睡房2設有木皮連不銹鋼飾邊壁櫃，布飾面木床架。 睡房3設有木皮連不銹鋼飾邊及牆紙飾面書架。 睡房1及睡房2設有布遮光及紗簾的電動羅馬簾。 睡房3設有膠面遮光的電動捲簾。
3. 室內裝置	
細項	描述
(e) 電話	裝設有電話接駁點。 有關接駁點的位置及數目，請參閱「住宅單位機電裝置數量說明表」。
(f) 天線	裝設電視及電台插座，可接收本地電視及電台節目。 有關接駁點的位置及數目，請參閱「住宅單位機電裝置數量說明表」。

(g) 電力裝置	提供三相電力配電箱並裝設有漏電斷路器。 除置於磚牆、假天花及假陣內或被磚牆、假天花及假陣掩蓋之導管外，其餘導管均隱藏於混凝土內。 <u>第一座住宅單位(11樓A單位除外)</u> 家居自動化系統可控制空調機，照明及空氣質素監測器。 <u>第一座11樓A單位</u> 家居自動化系統可控制空調機、照明、窗簾、溫度及濕度監測器，漏水感應器及語音控制。 有關電插座及空調機接駁點的位置及數目，請參閱「住宅單位機電裝置數量說明表」。
(h) 氣體供應	裝置煤氣喉管及接駁至住宅單位之煤氣煮食爐和煤氣熱水爐。 有關接駁點之位置，請參考「住宅單位機電裝置數量說明表」。
(i) 洗衣機接駁點	設有洗衣機來水及去水接駁喉位。 有關接駁點的位置，請參考「住宅單位機電裝置數量說明表」。
(j) 供水	水管部分隱藏及部分外露。外露水管被假天花、假陣及櫃掩蓋或置於外牆外。 冷熱水供水系統採用銅喉管。 沖水供水系統採用膠喉管。 有熱水供應。

Tower 1 - Appliances Schedule 第 1 座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位										
				1/F - 3/F 1樓至3樓		5/F 5樓		6/F - 12/F (Except Unit A on 11/F) 6樓至12樓 (11樓A單位除外)		11/F 11樓	15/F 15樓		16/F 16樓	Roof 天台
				A	B	A	B	A	B	A	A	B	A	A
Main Entrance / Private Lift Lobby 大門入口 / 私人升降機大堂	Indoor IP Camera 網絡攝錄機	Duhua	DH-IPC-HDBW3241FP-AS-M	-	-	-	-	-	-	√	-	-	-	-
	Facial Recognition Reader 人臉識別閱讀器	Sensetime	SensePass SPS020-STD	-	-	-	-	-	-	√	-	-	-	-
Living Room / Dining Room 客廳 / 飯廳	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PEFY-P40VMS1(L)-E	√	√	√	√	√	√	√	-	√	√	-
			PEFY-P50VMS1(L)-E	√	√	√	√	√	√	√	√	√	-	-
			PKFY-P40VHM-E	-	-	-	-	-	-	-	√	-	-	-
	Exhaust Fan 抽氣扇	Ostberg	DEF 133-4	-	-	-	-	-	-	√	-	-	√	-
	Electric Water Heater 電熱水爐	STIEBEL ELTRON 斯寶亞創	DHM6	-	-	-	-	-	-	-	-	-	√	-
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	RBS750	-	-	-	-	-	-	√	-	-	-	-
	Voice Control 語音控制	Apple	Homepod mini	-	-	-	-	-	-	√	-	-	-	-
	Indoor Air Quality Sensor 空氣質素監測器	Kuju	SRZA10H	√	√	√	√	√	√	-	√	√	√	-
	Temperature & Humidity Sensor 溫度及濕度監測器	Orvibo	ST30	-	-	-	-	-	-	√	-	-	-	-
	Motion Sensor 動態感應器	Orvibo	SN20	-	-	-	-	-	-	√	-	-	-	-
	Window / Door Contact 門窗防盜開關感應器	Orvibo	SM20	-	-	-	-	-	-	√	-	-	-	-
Bedroom 1 睡房1	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PEFY-P40VMS1(L)-E	-	-	-	-	-	-	-	-	-	√	-
			PEFY-P50VMS1(L)-E	√	√	√	√	√	√	-	√	√	-	-
			PEFY-P63VHMS1-E	-	-	-	-	-	-	√	-	-	-	-
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	RBS750	-	-	-	-	-	-	√	-	-	-	-
	Voice Control 語音控制	Apple	Homepod mini	-	-	-	-	-	-	√	-	-	-	-
	Temperature & Humidity Sensor 溫度及濕度監測器	Orvibo	ST30	-	-	-	-	-	-	√	-	-	-	-

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed inthe Development, lifts or appliances of comparable quality will be installed.

- Remarks:
1. "√" denotes such appliance(s) is/are provided and/or installed in the residential property.
 2. " - " denotes "Not provided".
 3. 4/F, 13/F and 14/F are omitted.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 備註：
1. "√" 表示此設備於該住宅物業內提供及/安裝。
 2. "- " 代表 "不提供"。
 3. 不設4樓、13樓及14樓。

Tower 1 - Appliances Schedule 第 1 座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位											
				1/F - 3/F 1樓至3樓		5/F 5樓		6/F - 12/F (Except Unit A on 11/F) 6樓至12樓 (11樓A單位除外)		11/F 11樓	15/F 15樓		16/F 16樓	Roof 天台	
				A	B	A	B	A		B	A	A	B	A	A
Bedroom 2 睡房2	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P40VHM-E	√	√	√	√	√	√	-	√	√	-	-	
			PKFY-P50VHM-E	-	-	-	-	-	-	-	-	-	-	√	-
			PEFY-P40VMS1-E	-	-	-	-	-	-	-	√	-	-	-	-
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	RBS750	-	-	-	-	-	-	√	-	-	-	-	
	Voice Control 語音控制	Apple	Homepod mini	-	-	-	-	-	-	√	-	-	-	-	
	Temperature & Humidity Sensor 溫度及濕度監測器	Orvibo	ST30	-	-	-	-	-	-	√	-	-	-	-	
Bedroom 3 睡房3	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PEFY-P40VMS1(L)-E	-	-	-	-	-	-	-	√	-	-	-	
			PEFY-P50VMS1(L)-E	-	-	-	-	-	-	-	-	-	√	-	
			PKFY-P40VHM-E	√	√	√	√	√	√	√	-	√	-	-	
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	RBS750	-	-	-	-	-	-	√	-	-	-	-	
	Voice Control 語音控制	Apple	Homepod mini	-	-	-	-	-	-	√	-	-	-	-	
	Temperature & Humidity Sensor 溫度及濕度監測器	Orvibo	ST30	-	-	-	-	-	-	√	-	-	-	-	
Bedroom 4 睡房4	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P40VHM-E	-	-	-	-	√	√	-	√	√	√	-	
Utility 工作間	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P20VBM-E	√	√	√	√	√	√	-	√	√	-	-	
Utility 1 工作間1	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P20VBM-E	-	-	-	-	-	-	-	-	-	√	-	
Utility 2 工作間2	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P20VBM-E	-	-	-	-	-	-	-	-	-	√	-	
	Washing Machine 洗衣機	Miele	WMV 960 WPS	-	-	-	-	-	-	-	-	-	√	-	
	Tumble Dryer 乾衣機	Miele	TMV 840 WP	-	-	-	-	-	-	-	-	-	√	-	
Staircase 樓梯	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P20VBM-E	-	-	-	-	-	-	-	-	-	-	√	
			PEFY-P25VMS1(L)-E	-	-	-	-	-	-	-	-	-	-	√	-

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed inthe Development, lifts or appliances of comparable quality will be installed.

Remarks:

1. "√" denotes such appliance(s) is/are provided and/or installed in the residential property.
2. " - " denotes "Not provided".
3. 4/F, 13/F and 14/F are omitted.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. "√" 表示此設備於該住宅物業內提供及/安裝。
2. "-" 代表 "不提供"。
3. 不設4樓、13樓及14樓。

Tower 1 - Appliances Schedule 第 1 座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位											
				1/F - 3/F 1樓至3樓		5/F 5樓		6/F - 12/F (Except Unit A on 11/F) 6樓至12樓 (11樓A單位除外)		11/F 11樓		15/F 15樓		16/F 16樓	Roof 天台
				A	B	A	B	A		B	A	A	B	A	A
Bathroom 1 浴室1	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PEFY-P25VMS1(L)-E	√	√	√	√	√	√	√	√	√	-	-	
			PEFY-P40VMS1(L)-E	-	-	-	-	-	-	-	-	-	-	√	-
	Exhaust Fan 抽氣扇	Ostberg	DEF 133-20	√	√	√	√	√	√	-	√	√	√	-	
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE2H	-	-	-	-	-	-	√	-	-	-	-	
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	-	-	-	-	-	-	√	-	-	-	-	
	Emergency Button 緊急警報按鈕	Orvibo	SE30	-	-	-	-	-	-	√	-	-	-	-	
	Ceiling Speaker 天花喇叭	KEF	Ci100.2QR	-	-	-	-	-	-	√	-	-	-	-	
Bathroom 2 浴室2	Exhaust Fan 抽氣扇	Ostberg	DEF 133-4	√	√	√	√	√	√	-	√	√	-	-	
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE2H	√	√	√	√	√	√	√	√	√	√	-	
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	-	-	-	-	-	-	√	-	-	-	-	
	Emergency Button 緊急警報按鈕	Orvibo	SE30	-	-	-	-	-	-	√	-	-	-	-	
	Ceiling Speaker 天花喇叭	KEF	Ci100.2QR	-	-	-	-	-	-	√	-	-	-	-	
	Smart Mirror 智能鏡	Oolaa	-	-	-	-	-	-	-	√	-	-	-	-	
Bathroom 3 浴室3	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE2H	√	√	√	√	√	√	-	√	√	√	-	
Bathroom 4 浴室4	Exhaust Fan 抽氣扇	Ostberg	DEF 133-4	√	√	-	-	-	-	-	-	-	-	-	
	Thermo Ventilator 換氣暖氣機	Panasonic 樂聲牌	FV-40BE2H	-	-	-	-	-	-	-	-	-	√	-	
Powder Room 化妝室	Exhaust Fan 抽氣扇	Ostberg	DEF 133-4	-	-	-	-	-	-	√	-	-	-	-	
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	-	-	-	-	-	-	√	-	-	-	-	
Lavatory 廁所	Exhaust Fan 抽氣扇	Ostberg	DEF 133-4	√	√	√	√	√	√	√	√	√	√	-	

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed inthe Development, lifts or appliances of comparable quality will be installed.

- Remarks:
1. "√" denotes such appliance(s) is/are provided and/or installed in the residential property.
 2. " - " denotes "Not provided".
 3. 4/F, 13/F and 14/F are omitted.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 備註：
1. "√" 表示此設備於該住宅物業內提供及/安裝。
 2. "- " 代表 "不提供"。
 3. 不設4樓、13樓及14樓。

Tower 1 - Appliances Schedule 第 1 座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位											
				1/F - 3/F 1樓至3樓		5/F 5樓		6/F - 12/F (Except Unit A on 11/F) 6樓至12樓 (11樓A單位除外)		11/F 11樓	15/F 15樓		16/F 16樓	Roof 天台	
				A	B	A	B	A		B	A	A	B	A	A
Kitchen 廚房	Gas Hob (Wok Burner) 煤氣煮食爐(炒鑊用)	Miele	CS 1018	√	√	√	√	√	√	√	√	√	√	-	-
			CS 1028 G	-	-	-	-	-	-	-	-	-	-	√	-
	Gas Hob (2 Burners) 煤氣煮食爐(雙爐頭)	Miele	CS 1013-1	√	√	√	√	√	√	√	√	√	√	√	-
	Induction Hob 電磁煮食爐	Miele	CS 1212-1 i	√	√	√	√	√	√	√	√	√	√	-	-
			CS 1222 i	-	-	-	-	-	-	-	-	-	-	√	-
	Cooker Hood 抽油煙機	Miele	DA 5320 W	√	√	√	√	√	√	√	√	√	√	√	-
	Steam Oven 蒸爐	Miele	DG 6800	√	√	√	√	√	√	√	√	√	√	√	-
	Oven 焗爐	Miele	H 6860 BP	√	√	√	√	√	√	√	√	√	√	-	-
			H 6890 BP	-	-	-	-	-	-	-	-	-	-	√	-
	Dishwasher 洗碗碟機	Miele	G 6620 Sci	√	√	√	√	√	√	√	√	√	√	-	-
			G 6993 SCVI K2O	-	-	-	-	-	-	-	-	-	-	√	-
	Refrigerator 雪櫃	Miele	KF 1911 Vi	√	√	√	√	√	√	√	√	√	√	-	-
			K 1801 Vi	-	-	-	-	-	-	-	-	-	-	√	-
	Freezer 冰箱	Miele	F 1411 Vi	-	-	-	-	-	-	-	-	-	-	√	-
	Wine Conditioning Unit 酒櫃	Miele	KWT 6321 UG	√	√	√	√	√	√	√	√	√	√	-	-
			KWT 1602 Vi	-	-	-	-	-	-	-	-	-	-	√	-
	Coffee Machine 咖啡機	Miele	CVA 6800	-	-	-	-	-	-	-	-	-	-	√	-
	Warming Drawer 保溫櫃	Miele	ESW 6214	-	-	-	-	-	-	-	-	-	-	√	-
	Vacuum Sealing Drawer 真空處理櫃	Miele	EVS 6214	-	-	-	-	-	-	-	-	-	-	√	-
	VRFTYPE Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PEFY-P50VMS1(L)-E	√	√	√	√	√	√	√	√	√	√	√	-
	Exhaust Fan 抽氣扇	Ostberg	LPK 125 A1	√	√	√	√	√	√	√	√	√	√	√	-
	Mesh WiFi Router Mesh WiFi 路由器	Netgear	RBS750	-	-	-	-	-	-	-	√	-	-	-	-
	Voice Control 語音控制	Apple	Homepod mini	-	-	-	-	-	-	-	√	-	-	-	-
	Water Leakage Detection Sensor 漏水感應器	Orvibo	SW30	-	-	-	-	-	-	-	√	-	-	-	-
	Emergency Button 緊急警報按鈕	Orvibo	SE30	-	-	-	-	-	-	-	√	-	-	-	-
	Ceiling Speaker 天花喇叭	KEF	Ci100.2QR	-	-	-	-	-	-	-	√	-	-	-	-
	Motion Sensor 動態感應器	Orvibo	SN20	-	-	-	-	-	-	-	√	-	-	-	-

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed inthe Development, lifts or appliances of comparable quality will be installed.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- Remarks:
1. "√" denotes such appliance(s) is/are provided and/or installed in the residential property.
2. " - " denotes "Not provided".
3. 4/F, 13/F and 14/F are omitted.
- 備註：
1. "√" 表示此設備於該住宅物業內提供及/安裝。
2. "-" 代表 "不提供"。
3. 不設4樓、13樓及14樓。

Tower 1 - Appliances Schedule 第 1 座 - 設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Floor and Unit Number 樓層及單位										
				1/F - 3/F 1樓至3樓		5/F 5樓		6/F - 12/F (Except Unit A on 11/F) 6樓至12樓 (11樓A單位除外)		11/F 11樓	15/F 15樓		16/F 16樓	Roof 天台
				A	B	A	B	A	B	A	A	B	A	A
Corridor Adjacent to Utility 工作間相鄰走廊	Washing Machine 洗衣機	Miele	WDB 020	√	√	√	√	√	√	-	√	√	-	-
	Tumble Dryer 乾衣機		TDB 120 WP	√	√	√	√	√	√	-	√	√	-	-
	Window / Door Contact 門窗防盜開關感應器	Orvibo	SM20	-	-	-	-	-	-	-	-	-	-	-
Corridor Adjacent to Lavatory 廁所相鄰走廊	Washing Machine 洗衣機	Miele	WDB 020	-	-	-	-	-	-	√	-	-	-	-
	Tumble Dryer 乾衣機		TDB 120 WP	-	-	-	-	-	-	√	-	-	-	-
	Window / Door Contact 門窗防盜開關感應器	Orvibo	SM20	-	-	-	-	-	-	√	-	-	-	-
	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PKFY-P20VBM-E	-	-	-	-	-	-	√	-	-	-	-
AHU Room 風櫃房	VRF Type Indoor Air-conditioner Unit 變頻多聯分體式空調室內機	Mitsubishi Electric 三菱電機	PUHY-P350YJM-A(-BS)	√	√	√	√	√	√	√	√	√	√	-
	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TNJWT161TFQL	√	√	√	√	√	√	√	√	√	-	-
			TNJWT221TFQL	√	√	√	√	√	√	√	√	√	√	-
Filtration Plant Room (Roof) 過濾系統機房(天台)	Exhaust Fan 抽氣扇	Flaktwoods	2101GP/315	-	-	-	-	-	-	-	-	-	-	√
Roof 天台	BBQ Grill 燒烤爐	Kingwest	KW-7358	-	-	-	-	-	-	-	-	-	-	√

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed inthe Development, lifts or appliances of comparable quality will be installed.

- Remarks:
1. "√" denotes such appliance(s) is/are provided and/or installed in the residential property.
 2. " - " denotes "Not provided".
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賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 備註：
1. "√" 表示此設備於該住宅物業內提供及/安裝。
 2. "- " 代表 "不提供"。
 3. 不設4樓、13樓及14樓。

Car Parking Spaces Nos. P20, P21, P22, ~~P24~~, P25, P26 and P31 on the Basement 1 Floor
地庫 1 層汽車停車位 P20、P21、P22、~~P24~~、P25、P26 及 P31 號

Schneider EVlink wall-mounted/ pole-mounted charging station
施耐德EVlink掛牆式/掛杆式電動車充電器

[End of Schedule to the Conditions of Sale]
[出售條款的附表完]

[End of Tender Document]
[招標文件完]

附件 Annex

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

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

1. 對買方的警告 #
Warning to Purchasers #
2. 關於該物業的賣方資料表格 #
Vendor's Information Form relating to the Property #
3. 個人資料收集聲明 #
Personal Information Collection Statement #
4. 買方聲明(與賣方關係) #
Declaration of the Purchaser (relationship with Vendor) #
5. 延長保養欠妥之處的信件 #
Extended Defect Maintenance Letter #
6. 律師收費表
Legal fees and disbursements table

附件 1
Annex 1

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

由 FROM : University Heights Holding Ltd.
(「賣方」) ("the Vendor")

致 TO : []
(「買方」) ("the Purchaser(s)")

關於 RE : 香港旭龢道42號大學閣第 1 座7樓A單位*及地庫1層汽車停車位[]號
Unit A on 7th Floor of Tower 1 * and Car Parking Space No. [] on the
Basement 1 Floor of University Heights, No. 42 Kotewall Road, Hong Kong

* 請刪去不適用者

* Please delete as appropriate

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

公曆 年 月 日
Dated this day of .

買方簽署 Signature(s) of the Purchaser(s)

姓名/ 名稱 Name(s) :

日期 Date :

附件 2
Annex 2

賣方資料表格

Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定

in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方 Vendor :	University Heights Holding Ltd.
發展項目 :	香港旭龢道 42 號大學閣
Development:	University Heights, No. 42 Kotewall Road, Hong Kong
指明住宅物業 :	香港旭龢道42號大學閣第 1 座7樓A單位
Specified Residential Property:	Unit A on 7th Floor of Tower 1 of University Heights, No. 42 Kotewall Road, Hong Kong

(a)	須就指明住宅物業支付的管理費用的款額： The amount of the management fee that is payable for the Specified Residential Property:
	HK\$15,540
(b)	須就指明住宅物業繳付的地稅(如有的話)的款額： The amount of the Government rent (if any) that is payable for the Specified Residential Property:
	無 NIL
(c)	業主立案法團(如有的話)的名稱： The name of the owners' incorporation (if any) :
	無 NIL
(d)	發展項目的管理人的姓名或名稱： The name of the manager of the Development:
	源發管理有限公司 Sources Fame Management Limited
(e)	賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知： 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:
	無 NIL
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知： Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
	無 NIL
(g)	賣方所知的影響指明住宅物業的任何待決的申索： Any pending claim affecting the Specified Residential Property that is known to the Vendor:
	無 NIL

印製日期: 21-5-2022

Date of Printing: 21-5-2022

買方簽署 Signature(s) of the Purchaser(s)

姓名 / 名稱 Name(s) :

日期 Date :

附件 3

個人資料收集聲明

本聲明適用於華懋代理有限公司（「華懋代理」）及其控股公司、附屬公司、聯營公司及關聯公司（華懋代理及其控股公司、附屬公司、聯營公司及關聯公司，統稱「本集團」或「本集團成員」）收集、使用及處理個人資料等事宜。

華懋代理及其他本集團成員可就本集團提供服務、產品、設施或優惠等相關事宜，收集、使用及處理客戶及潛在客戶的個人資料。該等服務、產品、設施或優惠可包括物業或車位的買賣或租賃、提供按揭，及由本集團提供或促成的優惠、活動或節目。

本聲明對閣下適用皆因閣下的身份是：(i)物業的買方或賣方，(ii)按揭貸款的借款人、按揭人或擔保人，或(iii)就租賃物業而言，租客或（如屬公司或其他非個人租客）其僱員、代理人或代表，或該租約的擔保人。本聲明適用於由閣下或代閣下向任何本集團成員提供的個人資料，及由任何本集團成員不時匯編有關閣下的其他個人資料（統稱「閣下的個人資料」）。本聲明列出閣下的個人資料可以使用的用途及其他關於《個人資料（私隱）條例》（第 486 章）的事宜。

本集團成員需要閣下的個人資料以向閣下提供或為閣下安排服務、產品、設施或優惠。如閣下拒絕提供所需的個人資料，本集團成員可能將不能夠為閣下服務或繼續為閣下服務。

使用閣下的個人資料

1. 本集團成員可不時使用閣下的個人資料作下述一種或多種用途：

- (a) 處理閣下就服務、產品、設施或優惠的申請或要求（包括評估及調查閣下履行閣下的責任的能力及，在適當時，評估及調查閣下的信貸價值、財務狀況及還款能力）；
- (b) 向閣下提供服務、產品、設施或優惠，及處理就維持及管理該等服務、產品、設施或優惠相關所需安排及事宜（包括法律、行政及其他事宜）；
- (c) 核對閣下的身份及閣下的個人資料是否準確；
- (d) 不時評定及檢討閣下履行閣下的責任的能力及，在適當時，不時評定及檢討閣下的信貸價值、財務狀況及還款能力；
- (e) 計算就有關服務、產品、設施或優惠，應由閣下或向閣下支付的任何金額；
- (f) 追收或討回閣下以任何身份欠下的任何金額或債務；
- (g) 執行閣下及任何本集團成員訂立的任何協議或安排的條款，及採取合適行動以保護或保存任何本集團成員的權利或利益；
- (h) 與閣下聯絡及作整體關係管理及維繫；
- (i) 調查、處理及回應閣下作出的或對閣下作出的，或以任何方式涉及閣下的任何意見、信息、要求、查詢、投訴或事件；
- (j) 協助閣下向其取得或申請信貸服務的銀行、金融機構及信貸提供者，進行彼等對閣下的信貸調查或向閣下追收欠債；

- (k) 為閣下或整體客戶設計、安排、提供或促成服務、產品、設施、優惠、活動或節目；
- (l) 進行調查、研究及分析，以協助向閣下或整體客戶提供服務、產品、設施、優惠、活動或節目；
- (m) 促銷及推廣任何本集團成員或與任何本集團成員訂立任何品牌聯營或合作安排的任何業務夥伴或特選公司（各稱「本集團夥伴」）提供的服務、產品及設施，並請留意下述「使用閣下的個人資料作直接促銷」部份的詳情；
- (n) 遵守按任何法律或規例，或由任何政府機關、監管機構、執法機關、法庭或司法機構（不論在香港境內或境外的），就使用或披露個人資料向任何本集團成員施加的任何責任或要求（不論現有的或將來的）；
- (o) 遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動，而就使用或披露個人資料實施的任何政策及措施；
- (p) 核對或比較任何本集團成員不時持有閣下的個人資料，為了或有意產生或核實可用作對閣下採取不利行動的資料；
- (q) （如任何本集團成員真誠地相信有必要使用或披露個人資料）以保護任何本集團成員的權利或財產，或確認或聯絡任何不論有意與否可能對任何本集團成員的權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或在任何其他人士可能因此受損的情況下；
- (r) 讓任何本集團成員或其業務及資產（或任何部分，包括任何由本集團成員提供的按揭貸款）的實際或潛在買家或承讓人，為有關買賣或轉讓估值；及
- (s) 作其他與任何上述用途直接有關的用途。

披露及移轉閣下的個人資料

2. 本集團成員將為閣下的個人資料保密，但可向下述一種或多種類別的人士為上述第一段列出的用途不時披露或移轉閣下的個人資料：
 - (a) 任何其他本集團成員作提供服務、產品、設施或優惠相關之用；
 - (b) 如任何本集團成員提供按揭貸款，該按揭貸款的任何借款人、按揭人或擔保人（包括任何共同借款人、共同按揭人或共同擔保人，如適用）；
 - (c) 向任何本集團成員提供有關銷售或推廣物業或其一般業務或運作的服務或支援的代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者（包括彼等的僱員、董事、人員、代理及服務供應者）。該等服務或支援可包括銷售及推廣、資料儲存、資料處理、行政、電訊或電腦服務。該等代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者可能是或不是本集團成員；
 - (d) 閣下向其取得或申請信貸服務的任何銀行、金融機構或信貸提供者（可包括第一樓花按揭承按人或第一按揭承按人）；
 - (e) 任何本集團成員為了遵守法律、規例或法庭命令所需，或符合任何政府機關、監管機構、執法機關、法庭或司法機構的合法要求，有責任或被要求向其披露個人資料的人

士，或當任何本集團成員真誠地相信有必要披露個人資料(包括但不限於)以保護其權利或財產，或確認或聯絡任何不論有意與否可能對其權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或當任何其他人士可能因此受損；

- (f) 任何本集團成員為了遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動而實施的任何政策及措施，被要求向其披露個人資料的人士；
 - (g) 對任何本集團成員負有保密責任的任何人士，包括會計師、核數師、律師及其他專業顧問；
 - (h) 由任何本集團成員委任以就閣下履行閣下的責任的能力及，在適當時，閣下的信貸價值、財務狀況及還款能力進行評估及調查的任何獨立承包商或代理人；
 - (i) (當閣下拖欠償還任何金額或債務時) 任何追討欠款公司；及
 - (j) 任何本集團成員或其業務及資產(或任何部分，包括任何由本集團成員提供的按揭貸款)的任何實際或潛在買家或承讓人。
3. 閣下的個人資料可能向任何上述人士在香港境內移轉或移轉至香港以外的地方。

使用閣下的個人資料作直接促銷

4. 每位收集閣下的個人資料的本集團成員有意使用閣下的個人資料作直接促銷，為此該位本集團成員須獲得閣下的同意。收集閣下的個人資料的本集團成員通常是有關物業的賣方或業主，或有關按揭貸款的貸款人。請閣下注意下列事項：

(a) 可使用個人資料的種類

該位本集團成員可使用下述各類由其不時持有的閣下的個人資料作直接促銷：

- 閣下的姓名、地址、電話號碼、電郵地址及其他聯絡資料；
- 有關閣下就服務、產品及設施的使用、購買或消費的模式及行為(包括服務及產品組合資料及消費習慣)；及
- 閣下的人口統計數據。

(b) 被促銷的服務、產品及標的類別

該位本集團成員可促銷下述一種或多種類別的服務、產品及標的：

- 該位本集團成員或任何其他本集團成員獨自或與任何其他發展商或人士不時提供作出售及/或出租的房地產或物業發展項目；
- 按揭貸款及其他信貸服務；
- 酒店、商務會議設施及服務、餐廳、康樂設施及娛樂；及
- 為慈善或非牟利目的的捐款或捐贈及相關活動或節目。

(c) 被促銷服務、產品及標的的供應商

上述服務、產品及標的可能由下述一種或多種類別的人士提供：

- 該位本集團成員；
- 其他本集團成員；及
- 本集團夥伴（而該等本集團夥伴的名稱可於有關服務、產品及標的的申請表或資料單張內找到）。本集團夥伴可包括地產發展商、金融機構、零售商戶、服務供應商、慈善團體及非牟利組織。

個人資料查閱及改正要求及有關直接促銷的選擇

5. 根據《個人資料(私隱)條例》，閣下有權查閱及改正閣下的個人資料。本集團成員將對資料查閱要求收取合理費用以支付相關的行政開支及其他支出，並將預先通知閣下有關的費用。
6. 如任何本集團成員向閣下提供按揭貸款，閣下有權獲告知該位本集團成員通常會向追討欠款公司披露那些閣下的個人資料，並獲提供進一步資料，讓閣下可向獲該位本集團成員披露閣下的個人資料的追討欠款公司提出查閱資料要求及／或改正資料要求。
7. 閣下有權不時就使用閣下的個人資料作直接促銷撤回或發出同意。
8. 請把閣下的資料查閱及資料改正要求或有關直接促銷的選擇送交「個人資料主任」，可郵寄致香港新界荃灣楊屋道 8 號如心廣場第 2 座 35 至 38 樓或以電郵發送致 pdo@chinachemgroup.com。

如本聲明的英文版本與中文版本之間有任何不符，應以英文版本為準。

由每位向華懋代理或任何其他本集團成員提供個人資料的人士簽署：

第一位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「✓」號，即表示本人同意使用本人的個人資料作直接促銷：

- ☐ 本人同意使用本人的個人資料作直接促銷。
- ☐ 本人不是来自或身处中国内地的人士。
- ☐ 本人是来自或身处中国内地的人士。（請閱讀及簽署個人資料收集聲明 - 附錄）

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「✓」號）：

- ☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人
- ☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表
- ☐ 租約的擔保人

日期： _____

第二位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「✓」號，即表示本人同意使用本人的個人資料作直接促銷：

- ☐ 本人同意使用本人的個人資料作直接促銷。
- ☐ 本人不是来自或身处中国内地的人士。
- ☐ 本人是来自或身处中国内地的人士。(請閱讀及簽署個人資料收集聲明 - 附錄)

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「✓」號）：

- ☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人
- ☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表
- ☐ 租約的擔保人

日期： _____

第三位簽署人

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「✓」號，即表示本人同意使用本人的個人資料作直接促銷：

- ☐ 本人同意使用本人的個人資料作直接促銷。
- ☐ 本人不是来自或身处中国内地的人士。
- ☐ 本人是来自或身处中国内地的人士。(請閱讀及簽署個人資料收集聲明 - 附錄)

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「✓」號）：

- ☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人
- ☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表
- ☐ 租約的擔保人

日期： _____

个人资料收集声明- 附录

本附录为遵守《中华人民共和国个人信息保护法》而制定，为个人资料收集声明（下称“本声明”）不可分割的组成部分，但仅适用于来自中国内地的人士或身处中国内地并使用本集团成员的服务、产品、设施或优惠的人士，本附录的规定若与本声明的内容存在不一致之处，以本附录规定为准。

在向本集团成员提供您的个人资料前，请您确保已仔细阅读了本附录。

1. 个人资料的收集、披露、共享、转移及公开

1.1 收集的個人資料的类别

本集团成员向您收集的個人資料的类别，会因应阁下使用本集团成员的服务、产品、设施或优惠的种类而有所不同。您可能要提供的个人资料包括：

- 1.1.1 如果您需要向本集团成员申请按揭贷款，则需要提供与本附录一并提交给您的按揭贷款申请表内所要求的全部个人资料；
- 1.1.2 如果您购买物业，则需要提供与本附录一并提交给您的临时买卖合约内所要求的全部个人资料。

1.2 个人敏感信息的收集

本集团成员为提供服务、产品、设施或优惠而收集的您的个人资料中，可能包括您的个人敏感信息，即一旦泄露、非法提供或滥用可能危害您的人身和财产安全，极易导致您的个人名誉、身心健康受到损害或歧视性待遇的个人信息。在需要向您收集该等个人敏感信息时，本集团成员会事先征得您的同意。

1.3 个人资料的披露、转移和/或共享

1.3.1 除适用的法律法规及主管部门另有规定外，本集团成员仅在本声明规定的情形中向第三方披露、转移和/或与第三方共享您就相关业务所需的必要的个人资料。本集团成员将与相关第三方签署保密协定，要求其按照本声明及本附录及其他相关的保密和安全管理要求处理您的个人资料。该第三方无权将您的个人资料用于与本声明及本附录所载明的目的无关的其他用途。本集团成员将会按照适用的法律法规及标准的要求通过书面协议、弹窗提示等方式征得您的同意，在获得您的明确同意后，本集团成员方会向第三方提供或与第三方共享您的个人资料。

1.3.2 若您需要了解本声明所列举向第三方披露、转移和/或与第三方共享您的个人信息的情形中目前涉及的公司、组织和个人，请发送电子邮件至：
pdo@chinachemgroup.com，并在电邮标题注明“第三方资料查询请求”，本集团成员将在收到电邮后【15】个工作日内回复您的查询要求。

1.4 个人资料的转让

本集团成员不会将您的个人资料转让给任何第三方，但以下情形除外：

- 1.4.1 事先获得您的明确同意或授权。
- 1.4.2 在涉及合并、收购或破产清算时，如涉及个人资料转让，本集团成员会在要求新的持有您个人资料的第三方继续受本声明和附录的约束，否则本集团成员将要求该第三方重新向您征求授权同意。

1.5 公开披露

本集团成员仅会在以下情形下，公开披露您的个人资料：

1.5.1 获得您的明确同意后（包括在本集团成员安排的公开有奖活动中，本集团成员将在获得获奖者的明确授权同意后方会公开披露其个人资料）。

1.5.2 在适用的法律法规、法律程序或政府主管机构强制性要求的情况下，本集团成员可能会公开披露您的个人资料。

2. 个人资料的保护和保存

2.1 个人资料的保护

2.1.1 本集团成员会采取一切合理可行的措施，保护您的个人资料，并确保未收集与您所选购本集团成员的服务无关的个人资料。

2.1.2 互联网环境并非百分之百安全，本集团成员将尽力确保您发送给本集团成员的任何资料的安全性。在不幸发生个人资料安全事件后，本集团成员将按照法律法规的要求，及时向您告知安全事件的基本情况和可能的影响、本集团成员已采取或将要采取的处置措施、您可以采取的行动等。本集团成员将及时将事件相关情况以邮件、信函、电话、推送通知等方式告知您，难以逐一告知个人资料的所有人时，本集团成员会采取合理、有效的方式发布公告。

2.2 个人资料的保存

本集团成员原则上仅在提供您所选购的服务、产品、设施或优惠所需的期限内保存您的个人资料，具体保存期限按下列标准中较长者为准：

2.2.1 完成您所选购的服务、产品、设施或优惠所需的期间；

2.2.2 保证本集团成员为您提供服务、产品、设施或优惠的安全和质量所需的期间；

2.2.3 适用的法律法规的规定要求的期间。

3. 您的权利

按照中华人民共和国相关的法律、法规、标准以及适用的其他国家或地区的通行做法，您可以对自己的个人资料行使以下权利：

3.1 访问您的个人资料

您可以发送电子邮件至：pdo@chinachemgroup.com，并在电邮标题注明“个人资料查阅要求”。本集团成员将在【15】个工作日内回复您的查询要求。

3.2 更正您的个人资料

您可以发送电子邮件至：pdo@chinachemgroup.com，并在电邮标题注明“个人资料更正要求”。本集团成员将在【15】个工作日内回复您的更正要求。

3.3 删除您的个人资料

3.3.1 在以下情形中，您可以通过电邮至：pdo@chinachemgroup.com，向本集团成员提出删除个人资料的请求，本集团成员将在【15】个工作日内确认您的删除要求：

- 3.3.1.1 如果本集团成员处理个人资料的行为为违反了适用的法律法规；
- 3.3.1.2 如果本集团成员收集、使用您的个人资料，却未征得您的同意；
- 3.3.1.3 如果本集团成员处理个人资料的行为违反了与您的约定；
- 3.3.1.4 如果您不再使用本集团成员的服务、产品、设施或优惠；
- 3.3.1.5 如果本集团成员不再为您提供服务、产品、设施或优惠。

3.3.2 如果本集团成员决定响应您的删除请求，本集团成员还将同时通知从本集团成员获得您的个人资料的实体，要求其及时删除，除非适用的法律法规另有规定，或这些实体获得您的独立授权。

3.3.3 当您从本集团成员的服务中删除信息后，本集团成员可能不会立即在备份系统中删除相应的信息，但会在备份更新时删除这些信息。

3.4 改变或撤回您授权同意的范围

本集团成员提供的每一项服务、产品、设施或优惠可能需要不同的个人资料方可完成。您可以通过电邮至：pdo@chinachemgroup.com 改变您在任何一项服务、产品、设施或优惠中同意本集团成员使用和处理您的个人资料的范围或撤回您的授权同意。本集团成员将在【15】个工作日内确认您的要求。当您撤回同意时，本集团成员将不再处理您相应的个人资料，本集团成员可能无法继续为您提供撤回同意所对应的服务、产品、设施或优惠，但不会影响此前基于您的同意而开展的个人资料处理服务。

3.5 获取您个人资料的副本

您可以通过电邮至：pdo@chinachemgroup.com 向本集团成员提出获取您个人资料副本的请求，本集团成员将在【15】个工作日内回复您的要求。

3.6 约束信息系统自动决策

在某些服务中，本集团成员可能仅依据信息系统、算法等在内的非人工自动决策机制做出决定。如果这些决定显著影响您的合法权益，您可以通过电邮至：pdo@chinachemgroup.com 要求本集团成员做出解释，或者拒绝本集团成员通过自动化决策的方式做出决定，本集团成员将在【15】个工作日内回复您的要求。

3.7 响应您的上述请求

3.7.1 为保障安全，您可能需要提供书面请求，或以其他方式证明您的身份。本集团成员可能会先要求您验证自己的身份，然后再处理您的请求。本集团成员将在收到您的请求后【15】个工作日内做出答复。

3.7.2 对于您合理的请求，本集团成员原则上不收取费用，但对多次重复、超出合理限度的请求，本集团成员将视情况收取一定成本费用。对于不合理的重复、需要本集团成员无法合理提供的技术手段（例如，需要开发新系统或从根本上改变现行惯例）、给他人合法权益带来风险或者难以实现（例如，涉及备份磁带上存放的信息）的请求，本集团成员可能会予以拒绝。

3.7.3 在适用的法律法规有特别规定，或者行政机构、司法机构及其他有权机构有合法要求等的情形下，本集团成员可能无法响应你的请求。

4. 关于未成年人的个人资料

4.1 如果本集团成员为向您提供服务、产品、设施或优惠之目的需要收集或处理在您监护下的 14 周岁以下的未成年人的个人信息，则本集团成员将会事先取得您的书面同意。

4.2 对于经过您的同意而收集您所监护的未成年人的个人资料的情况，本集团成员会在受法律允许、或在您明确同意或者在保护未成年人所必要的情况下共享、转移或公开披露此信息。

4.3 如果本集团成员发现在未事先获得可证实的父母或监护人同意的情况下收集了未成年人的个人资料，则会在适用的法律要求的情况下尽快删除相关数据。

4.4 若您对您所监护的未成年人的个人资料有疑问时，您可以通过电邮至：
pdo@chinachemgroup.com 与本集团成员联系。

5. 语言

若本附录的中英文版本有任何不一致或冲突，须以中文版本为准。

由每位向華懋代理或任何其他本集團成員提供個人資料的人士簽署：

如果您是來自或身處中國內地的人士，請在使用我們的服務、產品、設施或優惠前仔細閱讀個人資料收集聲明及其附錄，並根據您的實際情況勾選以下選項：

第一位簽署人

- ☐ 本人已完整閱讀並理解個人資料收集聲明及其附錄的內容。本人同意華懋集團成員按照個人資料收集聲明及其附錄的規定處理和保護本人向華懋集團成員提交的個人資料。
- ☐ 本人理解並確認向華懋集團成員所提交的個人資料中可能會包含個人敏感信息，本人同意授權華懋集團成員按照個人資料收集聲明及附錄的規定處理該等個人敏感信息。
- ☐ 本人同意華懋集團成員將本人所提交的個人資料傳輸並保存至華懋集團成員的所在地或其指定的地點。
- ☐ 本人同意華懋集團成員根據業務需要可以按照個人資料收集聲明及其附錄所規定的目的和方式向其相關第三方披露、轉移和/或共享本人所提供的個人資料。

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期： _____

第二位簽署人

☐ 本人已完整閱讀並理解個人資料收集聲明及其附錄的內容。本人同意華懋集團成員按照個人資料收集聲明及其附錄的規定處理和保護本人向華懋集團成員提交的個人資料。

☐ 本人理解並確認向華懋集團成員所提交的個人資料中可能會包含個人敏感信息，本人同意授權華懋集團成員按照個人資料收集聲明及附錄的規定處理該等個人敏感信息。

☐ 本人同意華懋集團成員將本人所提交的個人資料傳輸並保存至華懋集團成員的所在地或其指定的地點。

☐ 本人同意華懋集團成員根據業務需要可以按照個人資料收集聲明及其附錄所規定的目的和方式向其相關第三方披露、轉移和/或共享本人所提供的個人資料。

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人

☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表

☐ 租約的擔保人

日期： _____

第三位簽署人

- ☐ 本人已完整阅读并理解个人资料收集声明及其附录的内容。本人同意华懋集团成员按照个人资料收集声明及其附录的规定处理和保护本人向华懋集团成员提交的个人资料。
- ☐ 本人理解并确认向华懋集团成员所提交的个人资料中可能会包含个人敏感信息，本人同意授权华懋集团成员按照个人资料收集声明及附录的规定处理该等个人敏感信息。
- ☐ 本人同意华懋集团成员将本人所提交的个人资料传输并保存至华懋集团成员的所在地或其指定的地点。
- ☐ 本人同意华懋集团成员根据业务需要可以按照个人资料收集声明及其附录所规定的目的和方式向其相关第三方披露、转移和/或共享本人所提供的个人资料。

簽署： _____

姓名全寫： _____

身份（請在適當方格（等）加上「√」號）：

- ☐ 買方 ☐ 賣方 ☐ 借款人 ☐ 按揭人 ☐ 按揭貸款的擔保人
- ☐ 租客 ☐ 公司或其他非個人租客的僱員／代理人／代表
- ☐ 租約的擔保人

日期： _____

Annex 3

Personal Information Collection Statement

This Statement applies to the collection, use and handling of personal data by Chinachem Agencies Limited ("CCA") and its holding companies, subsidiaries, affiliates and associated companies (CCA and its holding companies, subsidiaries, affiliates and associated companies, collectively, the "Group" or "Group Members").

CCA and other Group Members may collect, use and handle personal data of customers and potential customers in connection with services, products, facilities or privileges offered by the Group. These services, products, facilities or privileges may include the sale, purchase or leasing of property units or car parking spaces, the provision of mortgage loans, and privileges, activities or events offered or procured by the Group.

This Statement applies to you because you are (i) a purchaser or seller of property, (ii) a borrower, mortgagor or guarantor of a mortgage loan, or (iii) in relation to the leasing of property, a tenant or lessee, or an employee, agent or representative of a corporate or other non-individual tenant or lessee, or a guarantor for the tenancy or lease. This Statement applies to the personal data provided by or for you to any Group Member and other personal data compiled by any Group Member about you from time to time (collectively, "Your Personal Data"). This Statement sets out the purposes for which Your Personal Data may be used and other matters relating to the Personal Data (Privacy) Ordinance, Cap. 486.

The Group Members need Your Personal Data for providing to you or arranging for you services, products, facilities or privileges. If you refuse to supply the necessary personal data, the Group Members may be unable to serve you or to continue to serve you.

Use of Your Personal Data

1. The Group Members may use Your Personal Data for one or more of the following purposes from time to time:
 - (a) to process your application or request for services, products, facilities or privileges (including assessing and investigating your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability);
 - (b) to provide services, products, facilities or privileges to you, and handle the necessary arrangements and matters (including legal, administrative and other matters) for maintaining and managing such services, products, facilities or privileges;
 - (c) to verify your identity and accuracy of Your Personal Data;
 - (d) to appraise and review your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability from time to time;
 - (e) to calculate any amount payable by you or to you in connection with the relevant services, products, facilities or privileges;
 - (f) to collect or recover any amount or indebtedness owing by you in any capacity;
 - (g) to enforce the terms of any contract or arrangement between you and any Group Member and to take suitable action to protect or preserve the rights or benefits of any Group Member;
 - (h) to communicate with you and for overall relationship management and maintenance;
 - (i) to investigate, handle and respond to any comments, messages, requests, enquiries, complaints or incidents made by you, made against you or involving you in any manner;
 - (j) to assist banks, financial institutions and credit providers from which you obtain or apply for credit facilities to conduct credit checks about you or collect debts owing by you;

- (k) to design, arrange, provide or procure services, products, facilities, privileges, activities or events for you or for customers generally;
- (l) to conduct survey, research and analysis to facilitate the provision of services, products, facilities, privileges, activities or events to you or to customers generally;
- (m) to market and promote services, products and facilities of any Group Member or any business partner or selected company that has made any co-branding or cooperative arrangement with any Group Member (each, a "Group Partner"), please see further details in "Use of Your Personal Data in Direct Marketing" paragraph below;
- (n) to comply with any obligations or requirements for using or disclosing personal data that are imposed on any Group Member by any law or regulations, or by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, whether in or outside of Hong Kong existing currently or in the future;
- (o) to comply with any policies and measures for using or disclosing personal data implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (p) to match or compare Your Personal Data held by any Group Member from time to time in order to or intending to produce or verify data which may be used for taking adverse action against you;
- (q) (where any Group Member believes in good faith that use or disclosure of personal data is necessary) to protect the rights or properties of any Group Member, or to identify, contact or bring legal action against any person who may be causing damage to or interference with the rights or properties of any Group Member (whether intentionally or otherwise), or when any other person could be harmed by such activities;
- (r) to enable actual or potential purchasers or assignees of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member), in each case to evaluate the purchase or assignment in question; and
- (s) to fulfill other purposes directly related to any of the above purpose.

Disclosure and Transfer of Your Personal Data

2. The Group Members will keep Your Personal Data confidential but may disclose or transfer Your Personal Data to one or more of the following classes of persons from time to time for the purposes set out in paragraph 1 above:
 - (a) any other Group Members in connection with the provision of services, products, facilities or privileges;
 - (b) where a Group Member provides a mortgage loan, any borrower, mortgagor or guarantor of that mortgage loan (including any co-borrower, co-mortgagor or co-guarantor, if applicable);
 - (c) any agents, sub-agents, suppliers, contractors, sub-contractors or service providers (including their employees, directors, officers, agents and service providers) who provide services or support to any Group Member in connection with the sale or marketing of properties or with its business or operations in general. These services or support may include sales and marketing, data storage, data processing, administrative, telecommunications, or computer services. These agents, sub-agents, suppliers, contractors, sub-contractors or service providers may or may not be Group Members;
 - (d) any bank, financial institution or credit provider from which you obtain or apply for credit facilities (which may include first equitable mortgagee or first mortgagee);
 - (e) any person to whom any Group Member is under any obligation or requirement to disclose personal data in compliance with law, regulation or court order, or in response to lawful request by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, or in case any Group Member believes in good faith that disclosure is necessary for (including but not limited to) protection of its rights or properties, or to identify, contact or bring legal action against any person who may be causing damage to or interference with its rights or properties (whether intentionally or otherwise), or when any other person could be harmed by such activities;

- (f) any person to whom any Group Member is required to disclose personal data by any policies and measures implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (g) any person who owes a duty of confidentiality to any Group Member, including accountants, auditors, legal advisers and other professional advisers;
- (h) any independent contractor or agent appointed by any Group Member to conduct assessment and investigation of your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability;
- (i) any debt collection agency, where you default in paying any amount or indebtedness; and
- (j) any actual or potential purchaser or assignee of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member).

3. Your Personal Data may be transferred in or out of Hong Kong to any of the above-mentioned persons.

Use of Your Personal Data in Direct Marketing

4. Each Group Member that collects Your Personal Data intends to use Your Personal Data in direct marketing and that Group Member requires your consent for this purpose. The Group Member that collects Your Personal Data is usually the vendor or lessor of the relevant property, or the lender of the relevant mortgage loan. Please note the following:

(a) Types of personal data to be used

That Group Member may use the following types of Your Personal Data that is held by that Group Member from time to time in direct marketing:

- your name, address, telephone number, email address and other contact information;
- pattern and behaviour relating to your use, purchase or consumption of services, products and facilities (including services and products portfolio information and spending habits); and
- your demographic data.

(b) Classes of services, products and subjects to be marketed

That Group Member may market one or more of the following classes of services, products and subjects:

- real estate properties or property developments offered for sale and/or leasing by that Group Member or any other Group Member singly or jointly with any other developer or person from time to time;
- mortgage loan and other credit facilities;
- hotel, conferencing facilities and services, restaurants, food and beverages, amenities and entertainment; and
- donations or contributions for charitable or non-profit making purposes and related activities or events.

(c) Providers of services, products and subjects to be marketed

The above services, products and subjects may be provided by one or more of the following classes of persons:

- that Group Member;

- other Group Members; and
- Group Partners (and the names of these Group Partners can be found in the application form or information leaflet relating to the relevant services, products and subjects). Group Partners may include real estate developers, financial institutions, retail merchants, service providers, charitable bodies and non-profit making organisations.

Data Access and Correction Requests and Choice relating to Direct Marketing

5. You have the right to request access to and correction of Your Personal Data in accordance with the Personal Data (Privacy) Ordinance. There will be a reasonable charge for a data access request to reimburse the relevant Group Member's administrative costs and disbursements. You will be informed in advance of the charge.
6. Where a Group Member provides you with a mortgage loan, you have the right to be informed on request about the items of Your Personal Data that the Group Member may routinely disclose to its debt collection agency(ies) and be provided with further information to enable you to make data access request and/or data correction request to the debt collection agency(ies) to whom the Group Member discloses Your Personal Data.
7. You have the right to withdraw or give consent for use of Your Personal Data in direct marketing from time to time.
8. Please send your data access and data correction requests or choice relating to direct marketing to the attention of "Privacy Data Officer" either by post (to 35th -38th Floors, Tower 2, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong) or by email (to pdo@chinachemgroup.com).

In case of discrepancies between the English and Chinese versions of this Statement, the English version shall apply and prevail.

Signed by each individual from whom CCA or any other Group Member collects personal data:

First signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

- ☐ I consent to the use of my personal data in direct marketing.
- ☐ I am not residing or staying in Mainland China.
- ☐ I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

Second signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

- ☐ I consent to the use of my personal data in direct marketing.
- ☐ I am not residing or staying in Mainland China.
- ☐ I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

Third signatory

I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.

I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.

- ☐ I consent to the use of my personal data in direct marketing.
- ☐ I am not residing or staying in Mainland China.
- ☐ I am residing or staying in Mainland China. (Please read carefully and sign the Personal Information Collection Statement-Addendum.)

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

Personal Information Collection Statement - Addendum

This Addendum (“Addendum”) is made for compliance with the Personal Information Protection Law of the People’s Republic of China, and shall form an integrate part of the Personal Information Collection Statement (“Statement”). However, it shall apply only to people who are resided in or who are in Mainland China use the services, products, facilities or privileges offered by our Group Members (“we”, “us” or “our”). In case of any discrepancy between any provision herein and any other provision in the Statement, the provision herein shall prevail.

Before providing your personal data, please ensure that you have carefully read this Addendum.

1. Collection, Disclosure, Sharing, Transfer and Publication of Personal Data

1.1 Types of Personal Data to Be Collected

The types of personal data to be collected by us from you are different depending on the types of our services, products, facilities or privileges that you use, which may include:

- 1.1.1 All of the personal data required in the application form for mortgage we provide to you together with this Addendum if you wish to apply for mortgage loan from any of our Group Members.
- 1.1.2 All of the personal data required in the preliminary agreement for sale and purchase we provide to you together with this Addendum if you are to purchase property.

1.2 Collection of Sensitive Personal Information

The personal data that we may collect in order to provide the services, products, facilities or privileges to you may contain sensitive personal information, which means any personal information that once disclosed, provided illegally or misused, may endanger your personal or property safety and may extremely easily lead to any harm to your reputation or health in body and mind or any other discriminatory treatment. When it becomes necessary to collect any sensitive personal information from you, we will solicit your consent in advance.

1.3 Disclosure, transfer and/or sharing of Personal Data

1.3.1 Except otherwise provided for in any applicable law or regulation or required by any competent regulatory authority, we will only disclose, transfer to and/or share with any third party your personal data, as necessary for the related business, in the circumstances set forth in the Statement. We will enter into a non-disclosure agreement with such third party, under which the third party should be required to process your personal data pursuant to the Statement and its addendum and other related confidentiality and security measures. Such third party shall not be entitled to subject the personal data to any other purpose than specified in the Statement and its addendum. We will solicit your consent by means of a written agreement or a pop-up window, pursuant to any applicable law or regulation or standard and with your explicit consent, will provide to or share with the third party your personal data.

- 1.3.1.1 If you need to know any company, organization or individual who is involved in the circumstances under the Statement that we may disclose, transfer your personal data to and/or share your personal data with, please send an email to pdo@chinachemgroup.com, noting “Third-Party Data Inquiry” in the subject line, to which we will respond within [15] working days of receiving the email.

1.4 Assignment of Personal Data

We will not assign your personal data to any third party, unless:

- 1.4.1 Your prior explicit consent or authorization has been obtained.
- 1.4.2 It involves any merger, acquisition, or insolvency and liquidation proceedings, where, if the assignment of your personal information is involved, we will require that any succeeding third party that comes to hold your personal data continue to be bound by this Statement and its addendum; otherwise, we will require that such third party resolicit your authorization or consent.

1.5 Public Disclosure

We will not disclose your personal data to the public, unless:

- 1.5.1 Your prior explicit consent has been obtained (for example, in any public event organized by us, we will not disclose to the public the personal data of the winner unless and until the explicit authorization and consent from the winner is obtained).
- 1.5.2 We do so pursuant to any mandatory requirement of any applicable law or regulation, legal proceeding or competent government authority.

2. Protection and Storage of Personal Data

2.1 Protection of Personal Data

- 2.1.1 We will take any and all reasonable and feasible measures to protect your personal data and we ensure that we will not collect any personal data that is irrelevant to the service you purchase.
- 2.1.2 The Internet is not 100 percent safe and secure, and we will do our best to ensure the safety of the personal data that you provide us through the Internet. In the event of any personal data breach, we will promptly inform you of the breach and its possible consequence, the action we have taken or will take, and any action you may take, pursuant to the applicable law or regulation. We will promptly notify you by email, regular mail, telephone or push notification and if it is too difficult to reach all the owners of the personal data, we will make a public announcement in a reasonable and effective manner.

2.2 Storage of Personal Data

In principle, we will only store your personal data within the time limit that is necessary for us to provide the services, products, facilities or privileges you have chosen, which is the longer of the following:

- 2.2.1 the period that is required to provide the services, products, facilities or privileges you have chosen;
- 2.2.2 the period that we can ensure the safety and quality of the services, products, facilities or privileges provided to you;
- 2.2.3 the period specified in any applicable law or regulation.

3. Your Rights

Pursuant to applicable laws, regulations and standards of the People's Republic of China and any other national or regional practice, you may exercise the following rights to your personal data:

3.1 To access your personal data

You may do this by sending an email to pdo@chinachemgroup.com, noting "Personal Information Inquiry" in the subject line. We will respond to your inquiry within [15] working days.

3.2 To correct your personal data

You may do this by sending an email to pdo@chinachemgroup.com, noting "Personal Information Correction Request" in the subject line. We will respond to your correction request within [15] working days.

3.3 To delete your personal data

3.3.1 You may require that your personal data be deleted from our system by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days to confirm your deletion request, if:

- 3.3.1.1 Our processing of your personal data violates any applicable law or regulation;
- 3.3.1.2 We have collected and used your personal data without first obtaining your consent;
- 3.3.1.3 Our processing of your personal data breaches any agreement between us and you;
- 3.3.1.4 You cease using our services, products, facilities or privileges; or
- 3.3.1.5 We cease providing you with our services, products, facilities or privileges.

3.3.2 If we decide to respond to your deletion request, we will also inform any entity who receives your personal data from us to delete your personal data in timely manner, unless otherwise provided for in any applicable law or regulation or if such entity has independent authorization from you.

3.3.3 When your personal data is removed from our service system, we may not immediately delete the same from our backup system until the related backup is updated.

3.4 To change or withdraw the scope of your authorization

Different personal data may be required in order for us to provide certain services, products, facilities or privileges. You may change the scope of personal data you have agreed for us to use or process, or withdraw your authorization or consent, with respect to any single service, by sending an email to pdo@chinachemgroup.com. We will respond within [15] working days to confirm your request. When you withdraw your consent, we will cease processing your personal data concerned and become unable to continue to provide the related services, products, facilities or privileges to you, which, however, will not affect any previous processing of your personal data on the basis of your consent.

3.5 To obtain a copy of your personal data

You may request a copy of your personal data by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days.

3.6 To restrict the Information System in automated decision-making

For certain services, we may make decisions solely on the basis of nonhuman automatic decision-making mechanisms, including the Information System or algorithms. If any of your legal rights or interests is significantly affected, you may require an explanation or refuse to accept our decisions made by the automated decision-making system, by sending an email to us at pdo@chinachemgroup.com, to which we will respond within [15] working days.

3.7 To respond to your requests hereinabove

3.7.1 For security reasons, we may require that you should provide a written request or identify yourself in any other way. We may also require that your identification be verified before your request may be processed. We will respond to you within [15] working days of receiving your request.

3.7.2 We will not charge you, in principle, if you have raised a reasonable request, but may ask you to pay for the cost, depending on the situation, if the same request has been raised for multiple times or the reasonable extent is exceeded. We may reject any request that is unreasonable and filed repeatedly, that require us to offer any technical means that we cannot reasonably offer (for example, to develop a new system or fundamentally change the existing practice), or that brings any risk to any legal right or interest of any other person, or that is too hard to be feasible (for example, to create a backup copy for the information stored on the magnetic tape).

3.7.3 Also, if it is so required under any special provision of any applicable law or regulation, or pursuant to any legitimate requirement of any administrative, judicial or other competent authority, we may not be able to respond to your request.

4. Personal Data of Minors

4.1 If we need to collect or process the personal data of a minor under 14 years of age who is under your guardianship for us to provide our services, products, facilities or privileges to you, we will obtain your prior written consent for this purpose.

4.2 The personal data of a minor under your guardianship that we have collected with your consent will not be shared, transferred or disclosed publicly, unless it is allowed under the applicable law, your explicit consent is obtained or it is necessary to do so in order to protect the minor.

4.3 If we discover that we have collected the personal data of any minor without first obtaining the verifiable consent of the parent or statutory guardian, we will delete such personal data as soon as practicable pursuant to the applicable law.

4.4 If you have any question regarding the personal data of the minor, please contact us by sending an email to us at pdo@chinachemgroup.com.

5. Language

In case of any discrepancy between the English and Chinese version contained herein, the Chinese version shall prevail.

Signed by each individual from whom CCA or any other Group Member collects personal data:

If you are resided or located in Mainland China, then before using our services, products, facilities or privileges, please read carefully our Personal Information Collection Statement (“Statement”) and its addendum, and tick the box before the item that applies to your situation:

First signatory

- ☐ **I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.**

- ☐ I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.
- ☐ I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.
- ☐ I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

Second signatory

- ☐ I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.
- ☐ I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.
- ☐ I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.
- ☐ I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

Third signatory

- ☐ I have fully read and understood the contents of the Statement and its addendum. I agree that Chinachem Group Members may process and protect the personal data that I provide to Chinachem Group Members pursuant to the Statement and its addendum.
- ☐ I understand and acknowledge that the personal data that I provide to Chinachem Group Members may contain sensitive personal information, and I agree to authorize Chinachem Group Members to process such sensitive personal information pursuant to the Statement and its addendum.
- ☐ I agree that the personal data that I provide to Chinachem Group Members may be transmitted and stored by Chinachem Group Members at its domicile or any other location it may designate.
- ☐ I agree that Chinachem Group Members may disclose, transfer to and/or share with any related third party the personal data that I provide to it, pursuant to the Statement and its addendum, if it is necessary to do so in light of its business needs.

Signature: _____

Full name: _____

Capacity (please tick the appropriate box(es)):

- ☐ Purchaser ☐ Seller ☐ Borrower ☐ Mortgagor ☐ Guarantor of mortgagor loan
- ☐ Tenant/Lessee ☐ Employee/agent/representative of corporate or other non-individual tenant/lessee
- ☐ Guarantor of tenancy/lease

Date: _____

附件 4

Annex 4

買方聲明 Declaration of the Purchaser

致 TO : University Heights Holding Ltd,
(「賣方」) ("the Vendor")

由 FROM : []
(「買方」) ("the Purchaser(s)")

關於 RE : 香港旭龢道42號大學閣第 1 座7樓A單位*及地庫1層汽車停車位[]號
Unit A on 7th Floor of Tower 1 *and Car Parking Space No. [] on the Basement 1 Floor
of University Heights, No. 42 Kotewall Road, Hong Kong

* 請刪去不適用者

* Please delete as appropriate

本人/吾等/本法團現確認如下 :-

I/We hereby confirm as follows :-

如買方為個人 :-

Where the Purchaser is an individual:-

1. 本人/吾等是 University Heights Holding Ltd.的董事/經理 ¹ 。 I am a director/manager ¹ of University Heights Holding Ltd.	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
2. 本人/吾等是 University Heights Holding Ltd.的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of University Heights Holding Ltd.	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
3. 本人/吾等是有聯繫法團 ² / 控股公司 ³ 的董事/經理 ¹ 。 I am a director/manager ¹ of an associate corporation ² / a holding company ³ .	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
4. 本人/吾等是有聯繫法團 ² / 控股公司 ³ 的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of an associate corporation ² / a holding company ³ .	☐ 是 Yes ☐ 否 No	如是，本人是有關連人士 If yes, I am a related party
5. 本人/吾等確認在該條例 ⁴ 下本人/吾等是 University Heights Holding Ltd.的有關連人士。 I confirm that I am a related party to University Heights Holding Ltd. for the purpose of that Ordinance ⁴ .	☐ 是 Yes ☐ 否 No	

如買方為法團 :-

If the Purchaser is a corporation:-

1. 本法團是 University Heights Holding Ltd.的董事。 We are a director of University Heights Holding Ltd.	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
2. 本法團是有聯繫法團 ² / 控股公司 ³ 的董事。 We are a director of an associate corporation ² / a holding company ³ .	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
3. 本法團是有聯繫法團 ² / 控股公司 ³ 。 We are an associate corporation ² / a holding company ³ .	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party
4. 本法團是 University Heights Holding Ltd.的董事/經理 ¹ 或該董事/經理 ¹ 的父母、配偶、子女，屬於本法團作為私人公司 ⁵ 的董事或股東。 We are a private company ⁵ of which the manager ¹ or director of University Heights Holding Ltd. or a parent/spouse/child of such director is our director or shareholder.	☐ 是 Yes ☐ 否 No	如是，本法團是有關連人士 If yes, we are a related party

5. 本法團確認在該條例⁴下本法團是 University Heights Holding Ltd.的有關連人士。 We confirm that we are a related party to University Heights Holding Ltd. for the purpose of that Ordinance⁴.	☐ 是 Yes ☐ 否 No	
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備註 NOTE :

¹經理 (manager) 就公司而言—

(a) 指在董事的直接權限下就該公司執行管理職能的人；但

(b) 不包括—

(i) 該公司的財產的接管人或經理人；及

(ii) 根據《公司(清盤及雜項條文)條例》(第32章)第216條委任的該公司的產業或業務的特別經理人；

¹manager (經理) means, in relation to a company—

(a) a person who performs managerial functions in relation to the company under the directors' immediate authority; but

(b) excludes—

(i) a receiver or manager of the company's property; and

(ii) a special manager of the company's estate or business appointed under section 216 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32).

²「有聯繫法團」指「University Heights Holding Ltd.」的附屬公司、「華懋置業有限公司」的附屬公司或「海通置業有限公司」的附屬公司。

²Associate corporation means a subsidiary of University Heights Holding Ltd., a subsidiary of Chinachem Investment Company, Limited or a subsidiary of Hoi Tung Investment Company Limited.

³「控股公司」即指「華懋置業有限公司」及「海通置業有限公司」。

³holding company means “Chinachem Investment Company, Limited” and “Hoi Tung Investment Company Limited”.

⁴「該條例」是指『「一手住宅物業銷售條例」(第 621 章)』。

⁴That Ordinance means the "Residential Properties (First-hand Sales) Ordinance (Cap.621)".

⁵私人公司 (private company) 就「公司條例」(第622章)而言，如某公司符合以下說明，該公司即屬私人公司—

(a) 該公司的章程細則—

(i) 限制成員轉讓股份的權利；

(ii) 將成員最高人數限於50人；及

(iii) 禁止邀請公眾人士認購該公司的任何股份或債權證；及

(b) 該公司不屬擔保有限公司。

⁵private company (私人公司) means for the purpose of the Companies Ordinance (Cap.622), a company is a private company if—

(a) its articles—

(i) restrict a member's right to transfer shares;

(ii) limit the number of members to 50; and

(iii) prohibit any invitation to the public to subscribe for any shares or debentures of the company; and

(b) it is not a company limited by guarantee.

本人/吾等/本法團特此聲明上述提供資料正確及完整。

I/We hereby declare that the above information is accurate and complete.

本人/吾等/本法團茲進一步承諾如本人/吾等/本法團在簽立上述物業的正式買賣合約或之前就上述情況有任何改變，本人/吾等/本法團將以書面通知 貴公司。

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

買方簽署 Signature(s) of the Purchaser(s)

姓名 / 名稱 Name(s) :

日期 Date :

附件 5
Annex 5

延長保養欠妥之處的信件
Extended Defect Maintenance Letter

由 : University Heights Holding Ltd.
From (「賣方」) ("the Vendor")
致 : []
To (「買方」) ("the Purchaser(s)")
發展項目 : 香港旭龢道42號大學閣
Development University Heights, No. 42 Kotewall Road, Hong Kong
該物業 : 香港旭龢道42號大學閣第 1 座7樓A單位*及地庫1層汽車停車位[]號
Property Unit A on 7th Floor of Tower 1 *and Car Parking Space No. [] on the
Basement 1 Floor of University Heights, No. 42 Kotewall Road, Hong Kong

日期 :
Date

* 請刪去不適用者
* Please delete as appropriate

We refer to your purchase of the Property.
本函是有關閣下購買該物業之事宜。

Subject to and conditional upon your completion of the purchase of the Property directly from the Vendor in all aspects in accordance and in compliance with the Preliminary Agreement for Sale and Purchase (the “PASP”) of the Property and its subsequent Agreement for Sale and Purchase (the “ASP”) between you and the Vendor and becoming the registered owner of the Property, the Vendor is prepared to, but not in derogation from your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 12 months after the date of completion of the sale and purchase of the Property (the “Time Limit”), remedy any defects to the Property or the Fittings, Finishes or Appliances set out in the ASP (“FFA”) (caused otherwise than by any act or neglect of you or your agent, contractor or any resident, occupier or visitor of the Property), provided that:

在閣下按照閣下與賣方簽訂之臨時買賣合約(「臨時合約」)及其後之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從賣方買入該物業及成為該物業之註冊業主為前提下，賣方將在不減損閣下於正式合約下之權利下當收到閣下由成交日起計的 12 個月內(「時限」)所送達的書面通知後，在合理地切實可行的範圍內盡快自費就該物業或正式合約所列的裝置、裝修物料及設備(統稱「裝設」)欠妥之處作出補救(閣下或閣下的代理人、承辦商或該物業的任何住客、佔用人或訪客的行為或疏忽所導致除外)，前提為：

1. You shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property or the FFA which should be ascertainable upon reasonable inspection.
閣下須盡快在時限內書面通知賣方有關該物業或裝設的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。
2. The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served in accordance with paragraph 1 above, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person for any consequential loss or compensation or any loss or compensation of use of the Property or the FFA.
賣方在收到閣下按照上述第 1 段送達的書面通知後，須在合理地切實可行的範圍內，盡快自費(由其承辦商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何相應而生的損失或賠償、或因未能使用該物業或裝設的損失或賠償。
3. This obligation does not cover any furniture, decorations, plants or landscaping located at in or sold with the Property, nor any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase.

此項責任不包括任何位於該物業內或隨該物業出售的家具、擺設、花草植物或園藝設計，亦不包括任何該物業之損耗或在買賣完成後所新增的事物。

4. The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically once you sell/transfer or enter into agreement to sell/transfer the Property. For the avoidance of doubt, the Vendor shall in any event not be liable to your sub-purchaser(s), nominee(s), assignee(s) or transferee(s).

本函賦予閣下之權利或利益只屬閣下個人的，不得轉讓或轉移。當閣下出售/轉移該物業或簽訂有關協議，該等權利或利益將會自動終止。為免疑問，賣方在任何情況下均不須向閣下之轉購人、被提名人、承讓人或承轉人負責。

5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill. It is a benefit provided by the Vendor in relation to your purchase of the Property. For the avoidance of doubt, the Vendor shall not bear any liability to the Purchaser or compensate for any loss for any failure to perform this obligation. In case of any dispute in relation to the obligation of the Vendor as herein mentioned, the decision of the Vendor shall be final and binding on you.

此項責任是在完全不損害賣方及買賣雙方基礎、純為賣方之良好商譽及賣方因閣下購買該物業而餽贈的利益而提供。為免疑問，賣方無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。

6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper use, operation, repair or maintenance, or for defect or damage aggravated through failure omission or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, modified or varied or otherwise relocated, sold or disposed of.

在不損害前述條文的一般性的原則下，此項責任是不包括任何蓄意或錯誤行為或疏忽或正常損耗造成的欠妥之處，且賣方不會對因不恰當使用、操作、維修或保養所造成、和因閣下遺漏或延誤通知賣方而加深的欠妥之處或損壞作出補救。若閣下把該等有欠妥之處的事物更改、修改、改變或重新安置、出售或丟棄，此項責任將不適用。

7. This obligation of the Vendor is conditional upon the Purchaser's giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.

賣方的責任須符合一項先決條件，即買方須讓賣方或其授權代理人合理地進入該物業。

8. This letter is independent of the PASP and the ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and ASP.

本函獨立於臨時合約及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。

9. In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.

與本函任何條款有關的任何爭議，概由賣方享有最終決定權。

10. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.

各方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例不適用於本信件。

11. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

本信件的中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

After due and careful consideration of the contents of this letter, both the Vendor and the Purchaser(s) agree to accept the same and be bound by all the terms and conditions herein set out.

經適當及仔細考慮本函內容後，買方及賣方均同意接受本函內所有條款及條件並受其約束。

買方簽署 Signed by the Purchaser(s)

代表賣方簽署 Signed for and on behalf of the Vendor
