

## **TENDER DOCUMENT**

### **INVITATION FOR PURCHASE OF PROPERTY**

#### **BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of the properties in

#### **Bondlane I**

(being Unit A & F on 27<sup>th</sup> Floor, Unit B, C, D & E on 27<sup>th</sup> & 28<sup>th</sup> Floor of Bondlane I, unless previously withdrawn or sold)

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Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For Bondlane I**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Bondlane I**”.

**Vendor:** **Lanada (BVI) Company Limited**  
Unit A, 43/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong

(Note: The place of incorporation of the Vendor is British Virgin Islands. The liability of the members of the Vendor is limited.)

**Vendor’s solicitors:** **Baker & McKenzie**  
14th Floor, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong

## 招標文件

### 公開招標承投購買物業

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現招標承投購買以下發展項目之物業

#### **連方 I**

(即連方 I 之 27 樓 A 及 F 單位、27 及 28 樓 B、C、D 及 E 單位，但若在招標截止時限之前物業已被撤回或出售則除外)

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在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「**連方 I**」，放入位於售樓處(定義見招標公告)擺放的標示為「**連方 I 公開招標**」的投標箱內。

**賣方：** **Lanada (BVI) Company Limited**  
香港中環花園道 1 號中銀大廈 43 樓 A 室

(註：賣方成立為法團所在地方為英屬維爾京群島。賣方的成員的法律責任是有限的。)

**賣方律師：** **貝克·麥堅時律師事務所**  
香港鰂魚涌英皇道 979 號太古坊一座 14 樓

## **PART 1: TENDER NOTICE**

### **1. Definitions**

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

<b>“Acceptance Period”</b>	means the period between the commencement date of submission of tender and the date which is the <b>fifth</b> working day after the closing of tender (both dates inclusive);
<b>“Agreement”</b>	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
<b>“Completion Date”</b>	means the day on which the balance of Purchase Price is payable under the payment plan selected by the Purchaser in Section 4 of the Offer Form (i.e. the 120 <sup>th</sup> day after the date of Letter of Acceptance, as the case may be);
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 2 of this Tender Document;
<b>“Development”</b>	means <b>“Bondlane I (連方 I)”</b> , No.233 Yee Kuk Street, Kowloon;
<b>“Letter of Acceptance”</b>	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice, see Part 4 of this Tender Document;
<b>“Offer Form”</b>	means the Offer Form set out in Part 3 of this Tender Document;
<b>“this Preliminary Agreement”</b>	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;
<b>“Property”</b>	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
<b>“Property for Tender”</b>	means all or any of the properties, namely Unit A & F on 27 <sup>th</sup> Floor, Unit B, C, D & E on 27 <sup>th</sup> & 28 <sup>th</sup> Floor of the Development;
<b>“Purchase Price”</b>	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
<b>“Sales Arrangements”</b>	means any of the Information on Sales Arrangements issued by the Vendor for the Development from time to time (as the same may be revised by the Vendor from time to time);
<b>“Sales Office”</b>	G/F, Commercial Accommodation, The Campton, 201 Fuk Wing Street, Cheung Sha Wan, Hong Kong;

<b>“Tender Closing Date”</b>	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
<b>“Tender Commencement Date”</b>	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2, Part 3 and Part 4 but does not include the Annex);
<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document;
<b>“Tender Period”</b>	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;
<b>“Tender Price”</b>	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form, which shall be in integral figure;
<b>“Tendered Property”</b>	means the properties as specified in the Schedule to the Offer Form;
<b>“Tenderer”</b>	means the person who is specified in the Offer Form as the tenderer;
<b>“Vendor”</b>	means Lanada (BVI) Company Limited;
<b>“Vendor’s solicitors”</b>	means Baker & McKenzie; and
<b>“working day”</b>	shall have the meaning given by section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

- 1.2 In this Tender Documents unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 Subject to compliance with relevant requirements and laws of Hong Kong, the Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose of all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender and that the Vendor's solicitors also would not act for any Purchaser in the subsequent sale and purchase transaction.
- 2.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-
    - (i) Cashier order(s) and/or cheque(s)  
  
One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the aggregate amount of 5% of the Tender Price, such sum being the preliminary deposit for the tender, and made payable to "BAKER & MCKENZIE", provided that HK\$100,000 thereof must be paid by cashier order(s).
    - (ii) Tenderer's identification document  
  
(If the Tenderer is/are individual(s)) copy(ies) of Hong Kong Identity Card or Passport of each Tenderer.  
  
(If the Tenderer is a company) copy of (i) the certificate of incorporation, certificate of change of name (if any) and business registration certificate of the Tenderer; (ii) Board Resolutions of the Tenderer authorizing the submission of this Tender Document, the signing of the Offer Form and other documents in the manner as they are signed; (iii) the most recent documents filed with the relevant companies registry or such other documents showing the current list of directors and secretary to the satisfaction of the Vendor (whose decision shall be final).
    - (iii) Intermediary's licence (if applicable)  
  
Copy of licence of the estate agent appointed by the Tenderer.
    - (iv) Documents in Annex, duly signed and completed by the Tenderer  
**Please do NOT date any of the documents mentioned in sub-paragraphs (iv)(6) to (iv)(10).**
      - (1) Measurements of the Tendered Property
      - (2) Warning to Purchasers
      - (3) Declaration of Relationship with the Vendor
      - (4) Personal Data Collection Statement
      - (5) Declaration in relation to Intermediary
      - (6) Acknowledgement Letter Regarding Operation of Gondola
      - (7) Acknowledgement Letter Regarding Open Kitchen
      - (8) Acknowledgement Letter Regarding the Deed of Mutual Grant of Easement
      - (9) Acknowledgement Letter Regarding the Proposed Footbridge
      - (10) Acknowledgement Letter Regarding the Commercial Accommodation
      - (11) Vendor's Information Form
      - (12) Acknowledgement Letter for Properties Viewing
  - (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Bondlane I**"; and

- (d) placed in the Tender Box labelled “**Public Tender For Bondlane I**” placed at the Sales Office during the Tender Period.
- 2.8 If Typhoon Signal No.8 or above is hoisted or black rainstorm warning is in effect in Hong Kong at any time from 11:00 a.m. to 5:00 p.m. on a Tender Closing Date, the Tender Closing Date will automatically be postponed to 5:00 p.m. on the next succeeding day in respect of which no Typhoon Signal No.8 or above is hoisted or black rainstorm warning is in effect in Hong Kong at any time from 11:00 p.m. to 5:00 p.m.. For safety and maintenance of order at the Sales Office, the Vendor reserves its absolute right to, in the case where the Vendor considers that there being any event or circumstance affecting or which may affect the safety, order or public health in the Sales Office and/or its vicinity, postpone, extend or modify the date, time, period, place of sale of specified residential properties or other procedures to such other date, time, period or place as the Vendor may consider appropriate. Details of the arrangement will be posted by the Vendor on the website (www.bondlaneone.com.hk) designated by the Vendor for the Development.
- 2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of twenty-eight (28) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally or by his/her lawful attorney (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (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 of Acceptance and return of cashier order(s) and/or cheque(s).
- 2.11 (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 Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any

alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

- 3.4 All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

**4. Miscellaneous**

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor, G/F, Commercial Accommodation, The Campton, 201 Fuk Wing Street, Cheung Sha Wan, Hong Kong (Enquiry Hotline: 3611 7888).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Tender Document.
- 4.5 In this Tender Documents unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
- 4.6 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.

*[End of Part 1: Tender Notice]*

## 第 1 部份：招標公告

### 1. 定義

1.1 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」	指由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約；
「成交日期」	指買方於要約表格第 4 節所揀選的付款計劃下須繳付樓價餘額的日子（即接納書後的第 120 天（視屬何種情況而定））；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指九龍醫局街 233 號「連方 I」；
「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，見本招標文件第 4 部份；
「要約表格」	指本招標文件第 3 部份的要約表格；
「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；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指所有或任何以下物業，即發展項目的 27 樓 A 及 F 單位、27 及 28 樓 B、C、D 及 E 單位；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的發展項目的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	指香港長沙灣福榮街 201 號 The Campton 商場地下；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份、第 3 部份及第 4 部份組成，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；



「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期之間的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格 (必須為整數)；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格中訂明為投標者的人士；
「賣方」	指 Lanada (BVI) Company Limited；
「賣方律師」	指貝克·麥堅時律師事務所；及
「工作日」	具有《一手住宅物業銷售條例》(第 621 章)第 2(1)條給予該詞的涵義。

- 1.2 本招標文件中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

## 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購該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 在遵守相關要求及香港法例的前提下，賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將該招標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。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 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，賣方律師亦不會在物業交易中代表任何買方。
- 2.7 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。**請填妥及簽署要約表格的英文文本或要約表格的中文文本；**
  - (b) 連同以下文件：
    - (i) 銀行本票及／或支票  
  
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額為樓價的 5%，該金額須作為投標的臨時訂金，抬頭寫「貝克·麥堅時律師事務所」，但其中港幣 100,000 元必須以銀行本票支付。
    - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，(i) 投標者的公司註冊證明書、公司更改名稱註冊證書(如有)及商業登記證的複印本，(ii) 投標者的董事會決議授權遞交本招標文件、簽署要約表格及其他文件(簽署方式須與獲授權簽署之方式相同)，以及(iii)投標者已於相關公司註冊處登記或其他為賣方滿意(其決定為最終)之文件以顯示當時的董事及秘書的名單的複印本。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件  
請不要於第(iv)(6)至(iv)(10)分段所述的文件內填上日期。

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 與賣方關係的聲明
- (4) 收集個人資料聲明
- (5) 有關中介人的聲明
- (6) 關於吊船操作的確認函
- (7) 關於開放式廚房的確認書
- (8) 有關互授地役權契據的確認書
- (9) 有關擬建行人天橋的確認書
- (10) 有關商用部分之確認函
- (11) 賣方資料表格
- (12) 物業參觀確認函

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**連方 I**」；及

(d) 於招標期間放入位於售樓處擺放的標示為「**連方 I 公開招標**」的投標箱內。

2.8 如在招標截止日期當日上午 11 時正至下午 5 時正內的任何時間，8 號或以上颱風訊號或黑色暴雨警告在香港生效，招標截止日期將自動順延至下一個緊接該日並在上午 11 時正至下午 5 時正之間並無懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號之日之下午 5 時正。為保障安全及維持售樓處秩序，賣方保留絕對權力當賣方認為出現任何影響或可能影響售樓處及/或其附近之安全、秩序、或公共衛生之事件或情況時，延後、延長或改動出售指明住宅物業或其他程序之日期、時間、期間或地點至賣方認為合適的其他日期、時間、期間或地點。賣方會將安排的詳情於賣方為發展項目指定的互聯網網站的網址([www.bondlaneone.com.hk](http://www.bondlaneone.com.hk)) 公布。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 28 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.10 (a) 投標者須親身(或其合法被授權人)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。
- (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／或支票的地址。

- 2.11 (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按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標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，中標者即成為該投標物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書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。接納書在投郵後的第 2 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期間在售樓處審閱。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 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

### 4. **其他事項**

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方，地址為香港長沙灣福榮街 201 號 The Campton 商場地下 (查詢熱線: 3611 7888)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標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 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 並非本招標文件一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本招標文件任何條款及條件或享有本招標文件任何條款及條件之利益。
- 4.5 在本招標文件內，除非文義另有所指，帶有單數意思的詞彙亦包含帶有眾數的意思(反之亦然)，帶有性別(包括中性性別)的詞彙亦包含帶有所有其他性別(包括中性性別)的意思。
- 4.6 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。

*[第 1 部份：招標公告完]*

## **PART 2: CONDITIONS OF SALE**

1. In this Preliminary Agreement:-
  - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
  - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
  - (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein. 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.

2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
3. It is intended that this Preliminary Agreement is to be superseded by the 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.
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The Purchaser shall, within FIVE (5) working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) (a) sign the Agreement in such form as prepared by the Vendor’s Solicitors which the Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the payment terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
7. If the Purchaser fails to sign the 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.
8. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule to the Conditions of Sale.
10. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or

objection in respect of title.

11. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.
12. For the purposes of clause 11, the following is the “Warning to Purchasers”–
  - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
13. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.
14. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor’s solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the Completion Date.
15. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser.
16.
  - (a) All stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the Buyer’s Stamp Duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
  - (b) The charges for certified copies of title deeds, all search fees, registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating and Management Agreement (“DMC”) and any other documents relating to the sale and purchase of the Property shall be

solely borne and paid by the Purchaser.

- (c) If the Purchaser appoints the solicitors designated by the Vendor (if any) to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser's legal costs of the Agreement and the subsequent Assignment.
  - (d) If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
  - (e) All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement, Mortgage and Assignment shall be borne and paid by the Purchaser.
17. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
18. Upon termination of this Preliminary Agreement in accordance with Clause 7 or at any time before the Agreement is executed, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
19. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
21. Time shall in every respect be of the essence of this Preliminary Agreement.
22. The Vendor reserves the right to rectify any errors or omissions in the Payment Terms and the calculation of the Purchase Price of the Property.
23. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager of the Development or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits for water, electricity and gas already paid by the Vendor in respect of the Property.
24. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
25. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

## 第 2 部分：出售條款

1. 在本臨時合約中—
  - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
  - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
  - (c) 招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - (d) 招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
- 招標公告定義的詞語在本出售條款中具有相同含義。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款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
  - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
  - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
6. 買方須於本臨時合約之簽署日期之後五個工作日內辦理下列手續(必須嚴守所訂日期) (a)簽署一份賣方律師所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。
7. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
  - (a) 本臨時合約即終止；
  - (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。
8. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
9. 該物業的買賣包括的裝置、裝修物料及設備如下——見出售條款的附表。
10. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
11. 買方確認已收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
12. 就上述第 11 條而言，「**對買方的警告**」內容如下—
  - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。



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

- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
13. 買方在購買本物業時完全知悉本物業的實際狀況及在本物業內之裝置、裝修物料及設備並接受其現狀。本物業成交時，賣方需將本物業交吉予買方。
14. 買賣雙方同意於成交日期或之前的辦公時間(即指由上午 10 時起至同日下午 4 時半為止期間)內在賣方律師辦公地點完成出售及購買本物業。
15. 雙方同意並聲明本臨時合約只適用於買方個人。
16. (a) 有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於根據《印花稅條例》(第 117 章)可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)概由買方單獨承擔及繳付。
- (b) 業權契據核證副本之費用、所有查冊費、註冊費、圖則費及適當比例之大廈公契及管理合約(“大廈公契”)製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，概由買方單獨承擔及繳付。
- (c) 如買方選用賣方指定之律師(如有)作為買方之代表律師同時處理正式合約、按揭契及轉讓契等法律文件，賣方同意為買方支付正式合約及其後之轉讓契約兩項法律文件律師費用。
- (d) 若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜，買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。
- (e) 買方律師有關處理、完成、釐印及登記給予買方的正式合約、按揭契及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
17. 上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票

支付。

18. 在本臨時合約按第 7 條終止時或在簽署正式合約前，如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
19. 買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
20. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
21. 本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
22. 賣方保留權利修改該付款方式及該售價在計算方面之錯誤或遺漏。
23. 買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
24. 在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
25.
  - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(『該條例』)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
  - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
  - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
    - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
    - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

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

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

**Fittings and Finishes 裝置、裝修物料**

Internal wall and ceiling 內牆及天花板	-	<p>Lacquer panel and emulsion paint on exposed surface for wall; Ceiling with emulsion paint where exposed, gypsum board false ceiling and bulkhead finished with emulsion paint for living room and dining room. 客廳及飯廳牆身鋪砌焗漆板及髹上乳膠漆於外露位置；天花髹上乳膠漆於外露位置，石膏板假天花及樑髹上乳膠漆。</p> <p>Emulsion paint on exposed surface for wall; Ceiling with emulsion paint where exposed, gypsum board false ceiling and bulkhead finished with emulsion paint for bedroom (including Master Bedroom, Bedroom 1,2&amp;3). 睡房(包括主人睡房、睡房 1、2 及 3)牆身髹上乳膠漆於外露位置；天花髹上乳膠漆於外露位置，石膏板假天花及樑髹上乳膠漆。</p>	
Flooring 地板	-	<p>Engineering timber flooring, natural stone threshold, tile, metal trimming at interface between tile border and engineering timber flooring for living room and dining room Engineering timber flooring for bedroom (including Master Bedroom, Bedroom 1, 2 &amp;3) 客廳及飯廳鋪砌複合木地板，天然石材門檻，瓷磚，金屬修飾片於瓷磚圍邊和複合木地板之間 睡房(包括主人睡房、睡房 1、2 及 3) 鋪砌複合木地板</p>	
Door 門	-	Residential unit entrance door, bedroom door (including Master Bedroom, Bedroom 1, 2 &3) (except for Bedroom 2 of Unit F on 27/F), bathroom door(applicable to Unit F on 27/F and Unit B, C, D & E on 27/F-28/F) (all if applicable) 單位住宅入口大門, 睡房門 (包括主人睡房、睡房 1、2 及 3) (27 樓 F 單位睡房 2 除外), 浴室門 (適用於 27 樓 F 單位 及 27 樓至 28 樓 B、C、D 及 E 單位) (以上各項為如適用)	Timber door 木門
		Bedroom Door (applicable to Unit F on 27/F) (all if applicable) 睡房門 (適用於 27 樓 F 單位) (以上各項為如適用)	Timber sliding door 木趟門
		Bathroom Door (applicable to Unit A on 27/F) 浴室門 (適用於 27 樓 A 單位)	Metal sliding door 金屬趟門
		Balcony door and utility platform door, door access to private roof (applicable to Unit A & F on 27/F and Unit B, C, D & E on 28/F (all if applicable) 露台門 和工作平台門, 通往私人天台門(適用於 27 樓 A 及 F 單位及 28 樓 B、C、D 及 E 單位) (以上各項為如適用)	Aluminum framed glass door 鋁框玻璃門
Bathroom 浴室	-	<p>Bathroom 浴室</p> <p>Sanitary fittings are provided. 提供潔具。</p> <p>Tiles and metal trimming on exposed surface for wall up to false ceiling (applicable to Unit F on 27/F) 牆身鋪砌瓷磚及金屬修飾片於外露位置至假天花 (適用於 27 樓 F 單位)</p> <p>Tiles, natural stone and metal trimming on exposed surface for wall up to false ceiling (applicable to Unit A on 27/F) 牆身鋪砌瓷磚，天然石材及金屬修飾片於外露位置至假天花 (適用於 27 樓 A 單位)</p> <p>Tiles, solid surface material and metal trimming on exposed surface for wall up to false ceiling (applicable to Unit B, C, D and E on 27/F-28/F) 牆身鋪砌瓷磚，人造合成石及金屬修飾片於外露位置至假天花(適用於 27 樓至 28 樓 B, C, D 及 E 單位)</p> <p>Tiles, metal trimming and natural stone threshold for floor ; Gypsum board with emulsion paint for false ceiling. 地台鋪砌瓷磚、金屬修飾片及天然石門檻；假天花為石膏板面髹上乳膠漆。</p>	
Kitchen 廚房	-	Open Kitchen 開放式廚房	<p>Plastic laminate panel and stone plastic composite material panel on exposed surface for wall up to false ceiling, tiles on the back of kitchen cabinet; Engineering timber flooring, tile, metal trimming at interface between tile border and engineering timber flooring for floor ; Emulsion paint where exposed, gypsum board false ceiling and bulkhead finished with emulsion paint and glass; Solid surface material for cooking bench countertop. 牆身外露位置鋪砌膠板及石晶板至假天花，廚櫃背鋪瓷磚；地板鋪砌複合木地板，瓷磚，金屬修飾片於瓷磚圍邊和複合木地板之間；乳膠漆於外露位置，石膏板假天花及樑髹上乳膠漆及玻璃；灶台面配有人造合成石。</p>

**Appliances 設備**

Floor and unit 層數及單位	Appliances 設備
All units 所有單位	Air-conditioner, thermo ventilator, water heater, cooker hood, combi steam oven, refrigerator, induction hob and washer dryer 冷氣機、浴室寶、熱水器、抽油煙機、蒸焗爐、雪櫃、電磁爐及洗衣乾衣機

*[End of Part 2: Conditions of Sale]*  
*[第2部分：出售條款完]*

## PART 3: OFFER FORM

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender 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 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 order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. 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 me/us or the Intermediary any fees or commission in addition to the Tendered Price, 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 me/us in connection with the sale and purchase of the Tendered Property, I/we 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. (HK/Macau/PRC) / Passport No. / BR No.				
Address/ Registered office				
Hong Kong Correspondence address (if different from above)				
Contact details	Name			
	Telephone		Fax	

<i>Section 2 – Tendered Property</i>		
	Floor	Unit

<i>Section 3 - Tender Price</i>			
Tender Price (HK\$)			
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

*Section 4 – Payment plan*

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property. For details of the gifts, financial advantage or benefits, please refer to Annex 13.

☐ **120-day Cash Payment Plan**

- The Purchaser shall pay the preliminary deposit equivalent to 5% of the Purchase Price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The Agreement shall be signed by the Purchaser within 5 working days after date of the Letter of Acceptance.
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after the date of Letter of Acceptance.
- 90% of the Purchase Price being balance of the Purchase Price shall be paid by the Purchaser within 120 days after the date of Letter of Acceptance.

*Section 5 – Intermediary (if any)*

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

#### Section 6 – Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

1. ☐ Tender Document with the Offer Form completed and signed
2. ☐ Cashier order(s) and/or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
  - (1) ☐ Measurements of the Tendered Property
  - (2) ☐ Warning to Purchasers
  - (3) ☐ Declaration of Relationship with the Vendor
  - (4) ☐ Personal Data Collection Statement
  - (5) ☐ Declaration in relation to Intermediary
  - (6) ☐ Acknowledgement Letter Regarding Operation of Gondola (undated)
  - (7) ☐ Acknowledgement Letter Regarding Open Kitchen (undated)
  - (8) ☐ Acknowledgement Letter Regarding the Deed of Mutual Grant of Easement (undated)
  - (9) ☐ Acknowledgement Letter Regarding the Propsoed Footbridge (undated)
  - (10) ☐ Acknowledgement Letter Regarding the Commercial Accommodation (undated)
  - (11) ☐ Vendor's Information Form
  - (12) ☐ Acknowledgement Letter for Properties Viewing

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

Director(s)		
	Name	ID No. (HK/Macau/PRC) / Passport No. / B.R. No.
1.		
2.		
3.		
4.		



*Section 8 – Signature of the Tenderer and witness*

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex and the documents obtained from the Sales Office, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance 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 authorized signatory(s) with company chop.)*

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

*[End of Part 3: Offer Form]*

### 第 3 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投標價購買該投標物業，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招標文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／或支票的地址。接納書在投郵後的第 2 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) 除投標價、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本人／我們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本人／我們購買該投標物業時向其索取任何金錢或其他利益，本人／我們應向廉政公署舉報。

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				
名稱				
身份證(香港/澳門/中國)/ 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- 投標物業		
	樓層	單位

第3節- 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

#### 第4節-付款計劃

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。有關贈品、財務優惠或利益的詳情，請參閱附件 13。

##### ☐ 120 天即供付款計劃

- 買方須於投標書獲賣方接納當日(即接納書的日期)繳付相等於樓價 5%之金額作為臨時訂金。買方須於接納書的日期後的 5 個工作日內簽署正式合約。
- 加付訂金即樓價 5%於接納書的日期後 60 日內繳付。
- 買方須於接納書的日期後 120 日內繳付樓價 90%作為樓價餘額。

#### 第5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	

#### 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 2.7 段)：

1. ☐ 已填妥及簽署的招標文件及要約表格
2. ☐ 銀行本票及／或支票
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) ☐ 投標物業的量度尺寸
  - (2) ☐ 對買方的警告
  - (3) ☐ 與賣方關係的聲明
  - (4) ☐ 收集個人資料聲明
  - (5) ☐ 有關中介人的聲明
  - (6) ☐ 關於吊船操作的確認函(未有填上日期)
  - (7) ☐ 關於開放式廚房的確認書(未有填上日期)
  - (8) ☐ 有關互授地役權契據的確認書(未有填上日期)
  - (9) ☐ 有關擬建行人天橋的確認書(未有填上日期)
  - (10) ☐ 有關商用部分之確認函(未有填上日期)
  - (11) ☐ 賣方資料表格
  - (12) ☐ 物業參觀確認函

#### 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的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，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，賣方有權拒絕將物業出售予投標者。

董事		
	名稱	身份證號碼(香港/澳門/中國)/ 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		

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、附件中的文件及於售樓處領取的文件，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，要約表格須由其獲授權人士簽署及蓋上公司印章。)

投標者簽署：

X

見證人簽署：

X

投標者或獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]

## PART 4: LETTER OF ACCEPTANCE

### *Lanada (BVI) Company Limited*

BY HAND/BY POST

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dear Sirs

Re: Unit [ ] on the [ ] Floor of Bondlane I, No.233 Yee Kuk Street, Kowloon, Hong Kong (the "Property")

We refer to the Tender Document dated \_\_\_\_\_ submitted by you for the purchase of the Property (the "**Tender Document**"). Terms defined in the Tender Document shall have the same meaning when used in this Letter of Acceptance unless otherwise defined herein.

We write to inform you that, pursuant to paragraph 3.2 of the Tender Notice in the Tender Document, Lanada (BVI) Company Limited ;(the "**Vendor**") accepts your tender submitted in the Tender Document. The following are returned with this Letter of Acceptance for your handling:-

- Tender Document
- Schedule for Legal Fee(s)

The Tender Document and this Letter of Acceptance constitute a binding agreement between the Vendor and you as the Purchaser for the sale and purchase of the Property. According to the Tender Document, you, as the Purchaser, shall within 5 working days after the date of this Letter of Acceptance (in this respect time shall be of the essence) (i) sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) pay the sum (if any) as being due on signing of the Agreement; and (iii) pay all stamp duties payable on the Agreement.

In the event of any discrepancy between the English version of this Letter of Acceptance and its Chinese translation, the English version shall prevail.

Yours faithfully,

For and behalf of  
Lanada (BVI) Company Limited

\_\_\_\_\_  
encl.

*[End of Part 4: Letter of Acceptance]  
[End of the Tender Document]*

## 第 4 部份：接納書

### *Lanada (BVI) Company Limited*

送遞/郵寄

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

敬啟者

有關： 香港九龍醫局街 233 號連方 I [\_\_\_\_\_]樓[\_\_\_\_\_]單位(「該物業」)

本公司就有關閣下就購買該物業遞交的日期為\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日的招標文件(下稱「招標文件」)致函閣下。除非本接納書另有定義，招標文件中所定義的詞語在本接納書中應具有相同含義。

本公司現致函通知閣下，根據招標文件內的招標公告第 3.2 段，Lanada (BVI) Company Limited(下稱「賣方」)接納閣下於招標文件內的承投。現隨本接納書返回以下文件供閣下處理：

- 招標文件
- 律師收費表

招標文件連同本接納書構成賣方與閣下作為買方就買賣該物業的有約束力的協議。閣下(作為買方)須根據招標文件於本接納書的日期之後的五個工作日內辦理下列手續(必須嚴守所訂日期)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)繳交在簽署正式合約之同時應付之款項(如有)；及(iii)同時交付就正式合約應付之所有印花稅。

如本接納書的英文文本與中文譯本有任何不一致，則以英文文本為準。

此致  
上述收件人

代表 Lanada (BVI) Company Limited

\_\_\_\_\_  
附件

[第 4 部份：接納書完]  
[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，投標者在適用情況下須簽署以下標有“#”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 to the extent applicable.)*

1. 招標物業的量度尺寸 #  
Measurements of the Tendered Property #
2. 對買方的警告 #  
Warning to Purchasers #
3. 與賣方關係的聲明 #  
Declaration of Relationship with the Vendor #
4. 收集個人資料聲明 #  
Personal Data Collection Statement #
5. 有關中介人的聲明 #  
Declaration in relation to Intermediary #
6. 關於吊船操作的確認函 #  
Acknowledgement Letter Regarding Operation of Gondola #
7. 關於開放式廚房的確認書 #  
Acknowledgement Letter Regarding Open Kitchen #
8. 有關互授地役權契據的確認書 #  
Acknowledgement Letter regarding the Deed of Mutual Grant of Easements #
9. 有關擬建行人天橋的確認書 #  
Acknowledgement Letter regarding the Proposed Footbridge #
10. 有關商用部分之確認函 #  
Acknowledgement Letter regarding the Commercial Accommodation #
11. 賣方資料表格 #  
Vendor's Information Form #
12. 物業參觀確認函 #  
Acknowledgement Letter for Properties Viewing #
13. 贈品、財務優惠或利益的列表  
List of gift, financial advantage or benefit

**Measurements of the Tendered Property**  
**投標物業的量度尺寸**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
(the "Property" "該物業")

Purchaser(s) 買方: \_\_\_\_\_

The measurements of the Property are as follows—  
本物業的量度尺寸如下—

(a) 本物業的實用面積為 the saleable area of the Property is	_____	平方米／ square metres/	_____	平方呎，其中— square feet of which—
	_____	平方米／ square metres/	_____	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	_____	平方米／ square metres/	_____	平方呎為工作平台的樓面面積；及 square feet is the floor area of the utility platform; and
(b) 其他量度尺寸為— other measurements are—	_____	平方米／ square metres/	_____	平方呎； square feet;
	_____	平方米／ square metres/	_____	平方呎； square feet;
	_____	平方米／ square metres/	_____	平方呎； square feet;
	_____	平方米／ square metres/	_____	平方呎； square feet;
	_____	平方米／ square metres/	_____	平方呎。 square feet.

I/We understand the Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in the Measurements of the Tendered Property.

本人／我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失／錯誤／錯字。

Date 日期：

Signature of Purchaser(s)  
買方簽署：

\_\_\_\_\_

**WARNING TO PURCHASERS  
PLEASE READ CAREFULLY**

對買方的警告  
買方請小心閱讀

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
發展項目名稱及地址：連方 I (醫局街 233 號)

Floors 樓 Unit 單位  
(the "Property" "該物業")

Purchaser(s) 買方:

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.  
我/我們已收到此警告之副本及完全明白此警告之內容。

Date 日期：

Signature of Purchaser(s)  
買方簽署：

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To: Lanada (BVI) Company Limited ("the Vendor" "賣方")

Dear Sirs,  
敬啟者:

**Re : Declaration of Relationship with the Vendor 與賣方關係的聲明**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
發展項目名稱及地址: 連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
(the "Property" "該物業")

Purchaser(s) 買方:

- ☐ The Purchaser(s) hereby confirm that the Purchaser(s) is/are independent third party, and is/are NOT a related party to the Vendor.  
買方現確認買方是獨立的第三者，與賣方並非有關連人士
- OR 或**
- ☐ The Purchaser(s) hereby confirms that the Purchaser(s) is/are a related party to the Vendor under Residential Properties (First-Hand Sales) Ordinance, being:-  
就《一手住宅物業銷售條例》而言，買方謹此確認買方是賣方的「有關連人士」，即：-
- (a) a director of the Vendor, or a parent, spouse or child of such a director;  
賣方的董事，或該董事的父母、配偶或子女；
  - (b) a manager of the Vendor;  
賣方的經理；
  - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;  
上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
  - (d) an associate corporation or holding company of the Vendor;  
賣方的有聯繫法團或控股公司；
  - (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or  
上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
  - (f) a manager of such an associate corporation or holding company, for the purpose of the Residential Properties (First-hand Sales) Ordinance  
上述有聯繫法團或控股公司的經理。

"holding company of the Vendor" means any of the following:-

(賣方的控股公司) 指以下其中任何一項：-

Enigma Company Limited  
Vanke Hong Kong Investment Company Limited  
Vanke International Investment Holding Company Limited  
Vanke Overseas Investment Holding Company Limited  
Wkland Investments Company Limited  
Wkland Limited  
Vanke Property (Hong Kong) Company Limited 萬科置業（香港）有限公司  
Shanghai Vanke Company Limited\* 上海萬科企業有限公司  
Shanghai Vanke Investment and Management Company Limited\* 上海萬科投資管理有限公司  
China Vanke Co., Ltd.\* 萬科企業股份有限公司  
(\* The English name is for identification purpose only. \* 英文名稱僅供識別)

"associate corporation", in relation to a corporation or specified body, means (a) a subsidiary of the corporation or specified body;  
or (b) a subsidiary of a holding company of the corporation or specified body  
「有聯繫法團」就某法團或指明團體而言，指(a)該法團或指明團體的附屬公司；或(b)該法團或指明團體的控股公司的附屬公司；

"subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)  
「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；

"manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap.622)  
「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義; and

"private company" has the meaning given by section 11 of the Companies Ordinance (Cap.622)  
「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

The Purchaser(s) declares that the above information is accurate and complete. 買方謹此聲明上述提供資料正確及完整。

The Purchaser(s) hereby further undertake to notify you forthwith in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sales and Purchase of the Property.

買方茲進一步承諾如買方在簽立該物業的正式買賣合約或之前就上述情況有任何改變，買方將即時以書面通知貴公司。

Date 日期：

Signature of Purchaser(s)  
買方簽署:

\_\_\_\_\_  
Name of Purchaser 買方姓名：

**Personal Data Collection Statement****收集個人資料聲明**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
發展項目名稱及地址：連方 I (醫局街 233 號)

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

Please read the following notes carefully as they contain important information about how we would like to use your personal data.  
敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

The Vendor and Vanke Holdings (Hong Kong) Company Limited ("Vanke") wishes to collect your name, identity card / passport number, mailing address, telephone number, email address and fax number (collectively "personal data") for the purposes of:  
賣方及萬科控股(香港)有限公司(「萬科」)擬收集閣下的姓名、身份證/護照號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor and Vanke, protecting their interests in the Development, and monitoring the work of Vanke by the Vendor ("Obligatory Purposes"); and  
(i) 供賣方以及萬科處理與閣下購買發展項目的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方監察萬科的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by the Vendor and/or Vanke and/or the holding companies or fellow subsidiaries of Vanke (whether in or outside Hong Kong) regarding all of their respective property development or rental projects, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("Voluntary Purposes").  
(ii) 供賣方及/或萬科及/或萬科之控股或姊妹公司(不論是否在香港)就在開發項目或出租項目向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

(iii) 供賣方及/或萬科及/或萬科之控股或姊妹公司(不論是否在香港)就在開發項目或出租項目向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

Your personal data is required by the Vendor and Vanke for the Obligatory Purposes. If you do not provide your personal data to the Vendor and Vanke for these purposes, the Vendor and Vanke will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Development and/or administrative matters relating to the same.

賣方及萬科乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予賣方及萬科作此等用途，賣方及萬科將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Vendor and/or Vanke and/or the holding companies or fellow subsidiaries of Vanke to use your personal data for direct marketing in relation to the property development or rental projects, including but not limited to the residential units and/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望賣方及/或萬科及/或萬科之控股或姊妹公司使用閣下的個人資料向閣下進行開發項目或出租項目(包括但不限於在發展項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

The Vendor and Vanke may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，賣方及萬科不得使用或提供閣下的個人資料作自願性用途。

The Vendor and Vanke will take all practicable steps to keep your personal data confidential, and **if you agree and provide your written consent**, will provide and transfer your personal data to the holding companies and/or the fellow subsidiaries of Vanke (whether in or outside Hong Kong), banks, financial institutions, estate agents and third party service providers who may then use your personal data for the Voluntary Purposes. The Vendor and Vanke will not transfer your personal data to any other person without your consent.

賣方及萬科將會採取所有切實可行的步驟，以保密閣下的個人資料，及**如果閣下同意及提供書面同意**，將會把閣下的個人資料提供及轉移予萬科之控股或姊妹公司(不論是否在香港)、銀行、財務機構、地產代理及第三者服務供應商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，賣方及萬科不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require the Vendor and/or Vanke at any time to cease using your personal data for the Voluntary Purposes and the Vendor and/or the Vanke must so cease, without charge.

閣下可隨時撤回閣下的同意並要求賣方及/或萬科停止使用閣下的個人資料作自願性用途，而賣方及/或萬科必須在不收費的情況下停止如此使用該等資料。

The Vendor and Vanke will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Vendor and Vanke will destroy your personal data as soon as practicable after the Vendor and Vanke are no longer obliged to retain such data by law.

賣方及萬科將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。

在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，賣方及萬科將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in the Vendor's and Vanke's records. To exercise these rights, you may contact the Vendor and Vanke at the address below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正賣方及萬科的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與賣方及萬科聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding the Vendor's and Vanke's policies and practices with respect to personal data and (2) raise general questions and complaints about the Vendor and Vanke's handling of personal data, please address your communication to the following (marked "Confidential"):

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關賣方及萬科在個人資料方面的政策及實務的一般資料及 (2) 提出有關賣方及萬科處理個人資料的一般問題及投訴，應致函予以下人士(註明「保密」字樣)：

Lanada (BVI) Company Limited  
Address: Unit A, 43/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong  
Attn: Personal Data Privacy Officer  
Lanada (BVI) Company Limited  
地址：香港中環花園道 1 號中銀大廈 43 樓 A 室  
個人資料私隱主任

Vanke Holdings (Hong Kong) Company Limited  
Address: Unit A, 43/F., Bank of China Tower, 1 Garden Road, Central, Hong Kong  
Attn: Personal Data Privacy Officer  
萬科控股(香港)有限公司  
地址：香港中環花園道 1 號中銀大廈 43 樓 A 室  
個人資料私隱主任

\*\*\*\*\*

I have read this Statement and agree to its terms.  
本人已閱讀本聲明並同意其條款。

☐ By checking this box, I instruct the Vendor and Vanke **NOT** to use my personal data for the Voluntary Purposes described above. (If I do not check this box, I understand that the Vendor and Vanke will use my personal data for its Voluntary Purposes described above.)  
本人在此空格加上剔(「✓」)號，即表示本人指示賣方及萬科不得使用本人的個人資料作上述自願性用途。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，賣方及萬科將會使用本人的個人資料作其上述自願性用途。)

Signature of Purchaser(s): \_\_\_\_\_  
買方簽署：

Name of Purchaser:  
買方姓名：

Date:  
日期：

If there is any inconsistency between the English and Chinese version, the English version shall prevail.  
英文版本與中文版本如有任何抵觸，應以英文版本為準。

**Declaration in relation to Intermediary****有關中介人的聲明**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
 發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
 (the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Lanada (BVI) Company Limited

1. The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase:

買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買該物業：

Name 姓名：

EAA License No. 地產代理牌照號碼：

Estate Agency 所屬地產代理公司：

The aforesaid person and the estate agency to which he/she belongs will each be referred to as an "Intermediary".

上述介紹人及其所屬地產代理公司後各稱「中介人」。

2. The Purchaser(s) acknowledge(s) and confirm(s) the followings:

買方確知悉及確認以下各項：

- (a) Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.

任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、保證或承諾。賣方不須就任何中介人所作出的任何協議、陳述、保證或承諾（如有）向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、陳述、保證或承諾。

- (b) The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary (except for verifying the payment terms). If there are any person(s) 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 (I.C.A.C.).

賣方及其職員並無亦不會直接或間接向買方或任何中介人收取該物業的樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買上述該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署 (I.C.A.C.) 舉報。

- (c) The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.

賣方並無亦不會授權任何中介人向買方收取任何費用或佣金。

- (d) The Vendor is not and will not be involved in any dispute between the Purchaser and any Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase of the Property.

買方與任何中介人之任何纏繞，一概與賣方無關。該物業之買賣交易一切依據該物業之臨時買賣合約及正式買賣合約進行。

3. The Chinese translation of this declaration is for reference purposes only. In case of any conflict or discrepancy between the Chinese and English versions of this declaration, the English version shall prevail.

本聲明中文譯本僅供參考，如本聲明的中英文文本有任何歧義，概以英文文本為準。

Signature of Purchaser(s)

買方簽署：

Date 日期：

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

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
 發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
 (the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Lanada (BVI) Company Limited

1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-  
 本人/吾等，即下方簽署人，特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：
  - (a) Under the Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development:- the Manager shall have the power to operate the gondolas in the Development and for the avoidance of doubt the Manager may move and use a gondola in or through the airspace over any balcony, utility platform, flat roof or roof forming part of any Flat or Commercial Accommodation.  
 按照發展項目的公契及管理協議(「公契」)的規定：管理人有權力於發展項目中操作吊船，而為免存疑，管理人可於或自任何住宅物業或商舖的露台、工作平台、平台或天台上空操作吊船及使其進入或穿過任何住宅物業或商場的露台、工作平台、平台或天台上空。
  - (b) My/our enjoyment of the balcony, utility platform, flat roof and/or roof, (if any), of the Property may be adversely affected during the operation of the gondola.  
 吊船操作時，可能對本人/吾等享用屬於本物業的露台、工作平台、平台及/或天台（如有）造成不利影響。
2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.  
 本人/吾等確認及聲明本人/吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.  
 如本函之中英文文本有任何歧義，一切以英文文本為準。

Signature of Purchaser(s):  
 買方簽署：

Date 日期：



**Acknowledgement Letter Regarding Open Kitchen****關於開放式廚房的確認書**

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

Bondlane I (No. 233 Yee Kuk Street )  
連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
(the "Property" "該物業")

Purchaser(s) 買方:

Vendor 賣方: Lanada (BVI) Company Limited

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署臨時買賣合約前明白和接納：

1. I/We shall observe and comply with the Fire Safety Management Plan.  
本人／吾等應遵守消防安全管理計劃。
2. I/We shall (i) not alter, remove or obstruct the sprinkler head(s) provided at the ceiling immediately above the open kitchen, smoke detector(s) provided inside the Property and at the common lobbies outside the Property, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager; (ii) not remove or alter the full height wall, having an FRR (fire resistance rating) of not less than 30 minutes integrity fire resistance rating and 30 minutes insulation fire resistance rating (-/30/30), adjacent to the exit door in the Property, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager; and (iii) allow the fire service installations mentioned in (i) and (ii) above to be subject to annual or other maintenance, testing and commissioning conducted by the Manager's registered fire service installation contractor, and shall allow access to the Property to the Manager and the aforesaid contractor for the purpose of carrying out the aforesaid maintenance, testing and commissioning, such maintenance, testing and commissioning shall be at the cost of the owner concerned.  
本人／吾等 (i) 不得更改、拆除或阻礙開放式廚房上方天花板上的花灑頭，該物業內提供的煙霧探測器以及該物業外的公共大堂的煙霧探測器，除非事先得到屋宇署、消防處、所有相關政府機構或經理人的書面批准；(ii) 不得拆除或更改該物業出口門附近防火隔熱能達至不低於 30 分鐘的耐火等級標準 (-/30/30) 的 FRR (耐火等級) 的全高牆除非經屋宇署、消防處、所有有關政府機關或經理人事先書面批准；及 (iii) 允許上述 (i) 和 (ii) 所述的消防裝置由經理人的註冊消防裝置承包商進行年度或其他維護、測試和試運行，並應允許經理人及上述承包商進入該物業進行上述維護、測試和試運行，而維護、測試和試運行的費用應由有關業主承擔。
3. I/We acknowledge that there are vertical glass panels installed as fire barrier at the ceiling at or around the open kitchen. I/We shall not alter or remove such fire barrier, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager.  
本人／吾等確認開放式廚房或其附近之天花裝有作為防火屏障之垂直玻璃。本人／吾等不得更改、拆除或阻礙該防火屏障，除非事先得到屋宇署、消防處、所有相關政府機構或經理人的書面批准。
4. No floor drain will be provided at the open kitchen of the Property. There will be floor drain at bathroom and rain water outlet at balcony of the Property.  
該物業之開放式廚房將不設地台去水位。該物業會於浴室設置地台去水位及於露台設置雨水去水位。
5. The cooker hood provided in the open kitchen of the Property will be installed and operate in the "Filter Version" mode. In relation to the operation and maintenance of the cooker hood, I/We should refer to the user manual of the cooker hood, and seek independent advice from the relevant supplier and/or contractor.  
該物業之開放式廚房內提供之抽油煙機將安裝及以「循環方式」運作。有關抽油煙機之操作及維護，本人／吾等應查閱抽油煙機之使用說明書，並在需要時向相關供應商及/或承辦商尋求相關專業意見。
6. I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection or claim against the Vendor.  
本人／吾等同意購入該物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對或向賣方作出任何申索。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of Purchaser(s):

買方簽署：

Date 日期：

**Acknowledgement Letter regarding the Deed of Mutual Grant of Easements**  
**有關互授地役權契據的確認書**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
 發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
 (the “Property” “該物業”)

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

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買方特此確認與賣方簽立該物業臨時合約（「**臨時合約**」）前已獲賣方通知以下事項：

The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following matters by the Vendor before signing the preliminary agreement for sale and purchase of the Property (the “**Preliminary Agreement**”):

1. 賣方已與建於或將建於海壇街 244 至 276 號（雙數）之另一發展項目（「**毗鄰項目**」）的賣方簽立一份互授地役權契據（「**該契據**」）。根據該契據，發展項目的賣方及擁有人會授予地役權及其他權利予毗鄰項目的賣方及住宅物業擁有人，以通過及與發展項目的賣方及擁有人共同使用部分（而非全部）位於發展項目內的住宅公用部分及設施，而毗鄰項目的賣方及擁有人亦會授予地役權及其他權利予發展項目的賣方及住宅物業擁有人，以通過及與毗鄰項目的賣方及擁有人共同使用部分（而非全部）位於毗鄰項目內的住宅公用部分及設施。

The Vendor has entered into a Deed of Mutual Grant of Easements and Rights (the “**Deed**”) with the vendor of another development constructed or to be constructed on Nos. 244-276 (even nos.) Hai Tan Street (the “**Adjacent Development**”). According to the Deed, the Vendor and owners of the Development shall grant easements and other rights to the vendor and owners of the residential properties of the Adjacent Development to pass and use (in common with the Vendor and the owners of the Development) some (and not all) of the Residential Common Parts and facilities within the Development, and the vendor and owners of the Adjacent Development shall grant easements and other rights to the Vendor and owners of the residential properties of the Development to pass and use (in common with the vendor and the owners of the Adjacent Development) some (and not all) of the Residential Common Parts and facilities within the Adjacent Development.

2. 有關授予地役權及共用設施將受制於該契據及發展項目及毗鄰項目公契之條文。有關上述由發展項目及毗鄰項目共用之住宅公用部分及設施的位置，請參閱該契據內之圖則。作為有關互授地役權之條件之一，發展項目的賣方及擁有人須分擔並向毗鄰項目的管理人支付一部分有關位於毗鄰項目的共用部分及設施的開支，而毗鄰項目的賣方及擁有人亦須分擔並向發展項目的管理人支付一部分有關位於發展項目的共用部分及設施的開支。

The grant of easement and shared use of facilities shall be subject to the terms of the Deed and the deeds of mutual covenant of the Development and the Adjacent Development. For the locations of such Residential Common Parts and facilities for shared use within the Development and the Adjacent Development, please refer to the plans annexed to the Deed. As one of the conditions for the mutual grant of easements, the Vendor and owners of the Development shall bear and pay to the manager of the Adjacent Development a portion of the expenses relating to the shared parts and facilities within the Adjacent Development, and the vendor and owners of the Adjacent Development shall bear and pay to the manager of the Development a portion of the expenses relating to the shared parts and facilities within the Development.

3. 買方已獲賣方建議在簽立臨時合約前查閱該契據之文本（其全文可於發展項目售樓處開放時間內供免費查閱）。  
 The Purchaser(s) has/have been advised by the Vendor before signing the Preliminary Agreement to review the Deed. Its full script is free for inspection during opening hours at the sales office of the Development.

4. 買方完成該物業之買賣後須受該契據之條文約束，且無權就任何該契據之內容及共用設施之安排提出任何反對及索取任何賠償或要求減低該物業的售價。

The Purchaser(s) shall be bound by the Deed after completion of sale and purchase of the Property and shall not be entitled to raise any objection in relation to the contents of the Deed or the arrangements of shared use of facilities, and any compensation or reduction in purchase price of the Property.

儘管本確認函的某條款看來是賦予任何非本確認函一方的人士一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。

Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.

本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。

The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s)

日期 Date :

**Acknowledgement Letter regarding the Proposed Footbridge**  
**有關擬建行人天橋的確認書**

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

Bondlane I (No. 233 Yee Kuk Street )  
 連方 I (醫局街 233 號)

Floor           樓           Unit           單位  
 (the “Property” “該物業”)

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

買方特此確認與賣方簽立該物業臨時合約（「臨時合約」）前已獲賣方通知以下事項：

The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following matters by the Vendor before signing the preliminary agreement for sale and purchase of the Property (the “Preliminary Agreement”):

1. 賣方與建於或將建於海壇街 244 至 276 號（雙數）之另一發展項目（「毗鄰項目」）的擁有人已獲地政總署批准修改批地文件，並獲屋宇署批准興建一條行人天橋（「該天橋」）連接發展項目及毗鄰項目之基座 3 樓，擬供兩個項目之住客共用（相關管理、維修及保養開支亦擬由兩個項目之住宅單位業主共同分擔）。  
 The Vendor and the owner of another development to be constructed at No.244 to 276 (even nos.) (the “Adjacent Development”) have obtained the approval from the Lands Department to modify the Government lease and the approval from the Buildings Department to construct a pedestrian footbridge (the “Footbridge”) connecting 3<sup>rd</sup> Floor of the podium of the Development and the Adjacent Development for the shared use by the residents of the two developments (the related management, repair and maintenance expenses are intended to be shared by the owners of the residential properties in the two developments).
2. 賣方並不保證該天橋必定會獲得興建。如獲興建，賣方亦不保證該天橋可於該物業成交時即時啟用。賣方保留權利以其絕對酌情權放棄興建該天橋，而在上述情況發生時，賣方均不須另行通知買方或提供任何解釋。  
 The Vendor does not guarantee that the Footbridge will be constructed. The Vendor also gives no guarantee that the Footbridge, if constructed, will be available for use immediately upon completion of sale and purchase of the Property. The Vendor reserves the right to abandon the plan of constructing the Footbridge at its absolute discretion, and the Vendor is not required to give notice or provide any explanation to the Purchaser in case the foregoing happens.
3. 根據賣方與與毗鄰項目擁有人一同之簽署互授地役權契據，該天橋將劃為兩個項目之住客共用，相關管理、維修及保養開支亦擬由兩個項目之住宅單位業主共同分擔。買方無權反對並同意須受公契及互授地役權契據條文約束。  
 Under the Deed of Mutual Grant of Easements and Rights entered with the owner of the Adjacent Development, the Footbridge shall be designated for shared use by the residents of the two developments and the related management, repair and maintenance expenses are intended to be shared by the owners of the residential properties in the two developments. The Purchaser shall have no right to object to, and agree to observe the provisions in the Deed of Mutual Covenant and the Deed of Mutual Grant of Easements.
4. 為免生疑問，如最終該天橋因任何原因未有興建，或未能於該物業成交時即時啟用，買方仍須按照買賣合約付清該物業之全部售價及完成該物業之買賣，買方無權向賣方作出任何追討或要求任何賠償或售價扣減。  
 For the avoidance of doubt, if the Footbridge is eventually not constructed for whatever reason, or is not available for use immediately upon completion of sale and purchase of the Property, the Purchaser is still required to settle the full amount of the purchase price and complete the purchase in accordance with the agreement for sale and purchase, and the Purchaser shall have no right to claim against the Vendor or seek any compensation or reduction in purchase price from the Vendor.
5. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。  
 Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.
6. 本函中文譯文僅供參考，如與英文版本有異，概以英文版本為準。  
 The Chinese translation of this Letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.
7. 如有爭議，賣方有權就本函引起的所有事宜作最後決定，該決定對買方有約束力。  
 In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this Letter and such decision shall be binding on the Purchaser.

買方簽署 Signed by the Purchaser(s)

日期 Date :

**Acknowledgement Letter regarding the Commercial Accommodation**  
**有關商用部分之確認函**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
 發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
 (the "Property" "該物業")

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

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1. 於本文件中：

In this document:

- (a) 「買賣合約」指按臨時合約簽立之該物業的正式買賣合約；  
 “ASP” means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP;
- (b) 「公契」指發展項目公共契約及管理協議；及  
 “DMC” means the Deed of Mutual Covenant and Management Agreement in respect of the Development; and
- (c) 「臨時合約」指賣方與買方簽立關於該物業的臨時買賣合約。  
 “PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s).

2. 買方特此確認與賣方簽立臨時合約前已獲通知以下事項：

The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following matters before he/she/they/it entered into the PASP with the Vendor:

- (a) 賣方有權修改發展項目「商用部分」(Commercial Accommodation)的圖則及設計（「商用部分」屬私人單位而非發展項目公用部分）及/或改變「商用部分」之布局（包括但不限於店鋪之數目及面積），並有權就商用部分（或其任何部分）簽訂一份或多於一份分公契，以將商用部分（或其相關部分）分割成多個單位、劃分商用公用部分及訂定有關商用公用部分管理之條文。  
 The Vendor is entitled to amend the plans and design of the Commercial Accommodation of the Development (the Commercial Accommodation is a private unit and not a common part of the Development) and/or change the layout of the Commercial Accommodation (including but not limited to the number and size of the shops), and to enter into one or more sub-deed(s) of mutual covenant in respect of the Commercial Accommodation (or any part thereof) to sub-divide the Commercial Accommodation (or the relevant part thereof) into multiple units, to designate Commercial Common Parts and to set out provisions relating to the management of the Commercial Common Parts.
- (b) 買方確認並同意賣方可展開、繼續或進行上述修改及/或簽訂分公契，而不論任何上述修改及/或分公契有否施行或完成或獲簽署，買方亦必須根據買賣合約之條款及條件完成該物業之購買並受公契約束，且無權就此提出任何反對及索取任何賠償或要求減低該物業的售價。  
 The Purchaser(s) hereby acknowledges and agrees that the Vendor may commence, pursue or undertake any of the aforesaid amendments and/or execution of the sub-deed(s) of mutual covenant, and whether or not the same is implemented or completed or executed, the Purchaser(s) must complete the purchase of the Property in accordance with the terms and conditions of the ASP and be bound by the DMC and shall not be entitled to raise any objection in relation thereto, and any compensation or reduction in purchase price of the Property.

3. 商用部分之用途及提供之店鋪（如有）數目及種類可能不時改變。賣方並無就此作出任何要約、陳述、承諾或保證。

The use of the Commercial Accommodation and the number and type(s) of shops to be provided therein (if any) may change from time to time. The Vendor has not made any offer, representation, undertaking or warranty in this respect.

4. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。

Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.

5. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。

The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s)

日期 Date

**Vendor's Information Form****賣方資料表格**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street)  
發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
(the "Property" 「該物業」)

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

- (a) The amount of the management fee that is payable for the Property: Please refer to attached table  
須就該物業支付的管理費用的款額: 請見附表
- (b) The amount of the Government rent (if any) that is payable for the Property: Government rent is currently charged in respect of the whole lot. There is no separate assessment of the amount of Government rent payable for the Property.  
須就該物業繳付的地稅(如有)的款額: 現時地稅是就整個地段徵收, 並沒有個別釐定須就本物業須繳付的地稅的款額。
- (c) The name of the owners' incorporation (if any): Nil  
業主立案法團(如有)的名稱: 沒有
- (d) The name of the manager of the Development: Inventor Property Service Company Limited  
發展項目的管理人的姓名或名稱: 智臻物業服務有限公司
- (e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: Nil  
賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil  
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部份恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil  
賣方所知的影響該物業的任何待決的申索: 沒有

Date of Printing 印製日期:

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's signing of the Preliminary Agreement for sale and purchase of the Property.

買方現確認在簽署該物業之臨時買賣合約之前, 買方已收到此份賣方資料表格。

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Signature(s) of Purchaser(s) 買方簽署

日期 Date :

**Management Fee Table****管理費用附表**

Floor 樓層	Flat 單位	Management Fee (per month) 管理費用(每月)
5/F – 12/F, 15/F – 23/F, 25/F – 26/F 5樓 – 12樓, 15樓 – 23樓, 25樓 – 26樓	A	HK\$1,565.00
27/F 27樓		HK\$3,982.00
5/F – 12/F, 15/F – 23/F, 25/F – 26/F 5樓 – 12樓, 15樓 – 23樓, 25樓 – 26樓	B	HK\$2,631.00
27/F & 28/F (Duplex) 27樓及28樓(複式)		HK\$3,627.00
5/F – 12/F, 15/F – 23/F, 25/F – 26/F 5樓 – 12樓, 15樓 – 23樓, 25樓 – 26樓	C	HK\$1,920.00
27/F & 28/F (Duplex) 27樓及28樓(複式)		HK\$2,844.00
5/F – 12/F, 15/F – 23/F, 25/F – 26/F 5樓 – 12樓, 15樓 – 23樓, 25樓 – 26樓	D	HK\$1,778.00
27/F & 28/F (Duplex) 27樓及28樓(複式)		HK\$2,844.00
5/F – 12/F, 15/F – 23/F, 25/F – 26/F 5樓 – 12樓, 15樓 – 23樓, 25樓 – 26樓	E	HK\$1,778.00
27/F & 28/F (Duplex) 27樓及28樓(複式)		HK\$3,627.00
5/F – 12/F, 15/F – 23/F, 26/F 5樓 – 12樓, 15樓 – 23樓, 26樓	F	HK\$1,920.00
27/F 27樓		HK\$3,200.00
5/F – 12/F, 15/F – 23/F, 26/F 5樓 – 12樓, 15樓 – 23樓, 26樓	G	HK\$1,920.00
5/F – 12/F, 15/F – 23/F, 26/F 5樓 – 12樓, 15樓 – 23樓, 26樓	H	HK\$1,565.00

**Acknowledgement Letter for Properties Viewing****物業參觀確認函**

Name and address of the Development: Bondlane I (No. 233 Yee Kuk Street )  
發展項目名稱及地址：連方 I (醫局街 233 號)

Floor 樓 Unit 單位  
(the "Property" 「該物業」)

Vendor 賣方: Lanada (BVI) Company Limited

Purchaser(s) 買方:

To 致: the Vendor 賣方

本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：

I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

1. 本人/我們確認於簽署該物業之臨時買賣合約前，賣方已開放該物業供本人/我們參觀：  
I/We hereby confirm that the Vendor has made the Property available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

☐ 且本人/我們已於下述日期於簽署該物業之臨時買賣合約前參觀過該物業：  
And I/we have viewed the Property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property;

參觀該物業日期 Date of viewing of the Property : \_\_\_\_\_

且本人/我們現確認在購買該物業時本人/我們已完全知悉該物業、在該物業內之裝置、裝修物料及設備、構成該物業外牆一部分的窗戶及該物業內的木門的實質狀況，並接受該物業、該等裝置、裝修物料及設備、該等窗戶及該等木門在參觀該物業日期的現狀。在不影響本人/我們在正式買賣合約項下的權利為前提下，本人/我們確認賣方無須更換該等窗戶的玻璃及該等木門。

and I/We hereby confirm that I/we purchase with full knowledge of the physical condition of the Property, the fittings, finishes and appliances therein, the windows forming part of the external walls of the Property and the timber doors in the Property and takes them as they stand on the date of viewing the Property. Without prejudice to my/our right under the agreement for sale and purchase, I/we confirm that the Vendor is not required to replace the glass panels of such windows and such timber doors.

2. 本人/我們確認知悉有關發展項目之佔用許可證已於 2024 年 6 月 21 日發出。  
I/We hereby acknowledge that the Occupation Permit in respect of the Development has been issued on 21 June 2024.

\_\_\_\_\_  
Signature(s) of Purchaser(s) 買方簽署

日期 Date :

**贈品、財務優惠或利益的列表****List of gifts, financial advantage or benefit****第 I 部份****Part I**

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。  
Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。  
All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。  
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。  
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。  
All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

**第 II 部份****Part II**

Please refer to the Documents in Annex for details and applicability of other benefits (if any). 有關其他優惠的詳情及適用情況，請參閱附件的文件（如有）。