

**招標文件第 1 號**  
**Tender Document No. 1**

**公開招標承投購買物業**  
**INVITATION FOR PURCHASE OF PROPERTY(IES)**  
**BY WAY OF PUBLIC TENDER**

有關  
in respect of

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錦河路29號<sup>^</sup>  
柏瓏的第2期柏瓏III  
的以下物業

The following property(ies) of GRAND MAYFAIR III  
Phase 2 of GRAND MAYFAIR  
29 Kam Ho Road<sup>^</sup>

期數 Phase	座 Tower	樓 Floor	單位 Flat
2	5	1	A5
2	5	2	A5
2	5	3	A5
2	5	5	A5
2	5	6	A5
2	5	7	A5
2	5	8	A5

期數 Phase	座 Tower	樓 Floor	單位 Flat
2	5	9	A5
2	5	10	A5
2	5	11	A5
2	5	12	A5
2	5	16	A5
2	5	17	A5

<sup>^</sup>此臨時門牌號數有待確認。 The provisional street number is subject to confirmation.

公開招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTY(IES)  
BY WAY OF PUBLIC TENDER

招標開始及招標截止日期及時間載於相關銷售安排資料  
(但物業已出售或已被撤回則除外)

DATE AND TIME OF TENDER COMMENCEMENT AND TENDER CLOSING ARE SET OUT IN THE  
RELEVANT INFORMATION ON SALES ARRANGEMENTS  
(UNLESS THE PROPERTY(IES) IS/ARE SOLD OR THE PROPERTY(IES) HAS/HAVE BEEN  
PREVIOUSLY WITHDRAWN)

投標時須採用指定的**投標表格**，並須於相關銷售安排資料中列明的招標期間內，將填妥的投標書放入普通信封內密封(信封上清楚註明「**柏瓏 III 投標書**」)並提交至相關銷售安排資料中列明的售樓處(「**售樓處**」)(註：如售樓處多於一個，則其中一個售樓處)。

Tenders must be submitted with the specified **Form of Tender**, in a sealed plain envelope clearly marked “**Tender for GRAND MAYFAIR III**”, and must be submitted to the sales office as specified in the relevant Information on Sales Arrangements (“**Sales Office**”) (Note: if there are more than one Sales Office, then any one of the Sales Office) during the tender period as set out in the relevant Information on Sales Arrangements.

**招標公告**  
**TENDER NOTICE**

1. 錦上物業發展有限公司(作為「擁有人」)\*及宏鍵有限公司(作為「如此聘用的人」)# (以下統稱為「賣方」)現按照本招標公告、附件A的投標表格(以下簡稱「投標表格」)及附件B的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(或一個或多個物業(如適用))(以下簡稱「本物業」)。

Kam Sheung Property Development Limited (as “Owner”)\* and Grand Ample Limited (as “Person so Engaged”)# (collectively as the “Vendor”) invite tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the **Particulars of the Property(ies)** below (the “Property”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “Form of Tender”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) annexed hereto as **Appendix A** and **Appendix B** respectively.

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase (as hereinafter defined).

「擁有人」指期數(定義見下文)住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase (as hereinafter defined).

「如此聘用的人」指擁有人聘用以統籌和監管期數(定義見下文)的設計、規劃、建造、裝置、完成及銷售的過程的人士。

**物業詳情**  
**PARTICULARS OF THE PROPERTY(IES)**

錦河路29號<sup>^</sup>  
柏瓏的第2期柏瓏III (「期數」) 的以下物業  
The following property(ies) of GRAND MAYFAIR III (the “Phase”)  
Phase 2 of GRAND MAYFAIR  
29 Kam Ho Road<sup>^</sup>

期數 Phase	座 Tower	樓 Floor	單位 Flat	期數 Phase	座 Tower	樓 Floor	單位 Flat
2	5	1	A5	2	5	9	A5
2	5	2	A5	2	5	10	A5
2	5	3	A5	2	5	11	A5
2	5	5	A5	2	5	12	A5
2	5	6	A5	2	5	16	A5
2	5	7	A5	2	5	17	A5
2	5	8	A5				

<sup>^</sup>此臨時門牌號數有待確認。The provisional street number is subject to confirmation.

註：有意遞交本物業的投標書的人士敬請檢視期數的成交紀錄冊，以知悉本物業在某一出售日期是否仍然可供出售。雖然本物業可能在某一出售日期仍然可供出售，因賣方可能會在先前的招標程序完結後的承約期間內接納本物業的投標書，本物業可能於該出售日期內的期間或之後變為不再可供出售。在此情況下，賣方將拒絕接受本物業之其他要約。另請注意，期數的成交紀錄冊在賣方接納本物業的投標書後未必能即時更新。

Note: Persons interested in submitting tenders of the Property are reminded to read the latest register of transactions of the Phase so as to ascertain whether the Property is still available for tender on a date of sale. Although the Property may be available for tender on a date of sale, it may become unavailable during or after that date of sale because the Vendor may accept a tender of the Property

within the acceptance period after the close of that previous tender exercise. In such event, the Vendor will reject offer(s) for purchase of the Property. Please also note that the register of transactions of the Phase may not be updated immediately after the Vendor accepts a tender.

2. (a) 賣方不一定接納出價最高的投標書或任何一份投標書，並保留絕對權利及酌情決定權接納或拒絕任何投標書。  
The Vendor does not bind itself to accept the highest or any tender and reserves the absolute right and discretion to accept or reject any tender.
  - (b) 賣方保留權利在接納任何投標書之前的任何時間，撤回本物業不予出售。  
The Vendor reserves the right, at any time before acceptance of any tender, to withdraw the Property from sale.
  - (c) 賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間，以及變更、修訂或修改本招標公告和投標表格的任何部份。賣方無須就該等更改另行通知投標者。  
The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender, and to modify, amend or revise any part of this Tender Notice and the Form of Tender from time to time by amending the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the tenderers of such change.
3. 投標者須注意以下事項：  
Tenderers should note the following:
- (a) 中標者須委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約(「正式合約」)，及(ii)其後的轉讓契。  
The successful tenderer shall instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase (the “**Agreement**”) to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment.
  - (b) 賣方律師，即賣方單獨絕對酌情決定下指定的下述任何一家律師行(何耀棣律師事務所、胡百全律師事務所、陳添耀.陳瑛律師事務所、國浩律師(香港)事務所或高李葉律師行)，在本投標過程中並不代表任何投標者。  
The Vendor’s Solicitors, meaning any one of Messrs. Gallant, Messrs. P.C. Woo & Co., Messrs. Chan Raymond T.Y., Victoria Chan & Co., Messrs. Grandall Zimmern Law Firm or Messrs. Kao, Lee & Yip to be designated by the Vendor at its sole and absolute discretion, do not act for any tenderers in the process of this tender.
4. 投標書必須：  
A tender must be:
- (a) 採用未經修改的投標表格(附件A)及臨時合約(附件B)，由投標者填妥並簽署一式兩份；  
made in the **Form of Tender** (in **DUPLICATE**) (**Appendix A**) and the **Preliminary Agreement** (in **DUPLICATE**) (**Appendix B**) (all without any amendment) duly completed and signed by the tenderer;  
**Please do not date the Preliminary Agreement.** However, please date the Form of Tender.  
**請勿於臨時合約填上日期，但請於投標表格填上簽署日期。**
  - (b) 放入普通信封內封密，信封面須清楚註明「柏瓏III投標書」；以及

enclosed in a sealed plain envelope clearly marked “**Tender for GRAND MAYFAIR III**”; and

- (c) 於下述招標期間內，提交至位於售樓處(註：如售樓處多於一個，則其中一個售樓處)內的投標箱：

submitted to the tender box located at the Sales Office (Note: if there are more than one Sales Office, then any one of the Sales Office) during the tender period set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

招標截止日期及時間：

Closing date and time of the tender:

載於相關銷售安排資料。

As set out in the relevant Information on Sales Arrangements.

凡於相關銷售安排資料的任何出售日中的出售時間內香港天文台發出八號或更高熱帶氣旋警告信號或黑色暴雨警告或香港特區政府公布「極端情況」時，該出售日的招標截止日期及時間將順延至下一個香港天文台沒有發出八號或更高熱帶氣旋警告信號或黑色暴雨警告或香港特區政府公布「極端情況」的出售日的公曆日，惟招標截止時間將於該順延招標截止日期維持不變。

In the case where a Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued by the Hone Kong Observatory or “extreme conditions” is announced by the Government of Hong Kong SAR during the time of sale on any date of the sale under the relevant Information on Sales Arrangements, the tender closing date and time of that date of the sale will be postponed to the next calendar date where no Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued by the Hone Kong Observatory or “extreme conditions” is announced by the Government of Hong Kong SAR whilst the tender closing time will remain unchanged on such postponed tender closing date.

5. 投標者在遞交投標書時，必須同時附上以下文件：

A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

- (i) 一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，總金額為投標價（具有投標表格給予該詞的涵義）的5%以作為臨時訂金，而上述所有銀行本票抬頭為「何耀棣律師事務所」。
- One or more cashier order(s) issued by a bank duly licensed under Section 16 of the Banking Ordinance in a total sum which constitutes 5% of the Tender Price (as defined in the Form of Tender) being the preliminary deposit, and the above cashier order(s) shall be made payable to “GALLANT”.
- (ii) 投標者委任之地產代理（如有）的地產代理牌照副本及其名片。
- Copy(ies) of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.
- (iii) 投標人的身份證明文件副本。如投標人為個人，指香港身分證（如不適用，則指其他有效的身份證明文件（如護照））；如投標人為公司，指公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表。請注意：上述文件須由投標人的至少一位董事簽署。於簽定本物業的正式合約前，投標人的董事及／或股東不可作出轉變。
- A copy of the tenderer’s identification document(s). If the tenderer is an individual, the HKID card and where not applicable, other valid identification document such as the

passport. If the tenderer is a company, the Certificate of Incorporation, the Business Registration Certificate, the latest register of directors, the latest register of shareholders and the latest annual return. Please note that the above documents must be signed by at least one of the directors of the tenderer. There shall not be any change in director(s) and/or shareholder(s) of the tenderer before the signing of the Agreement of the Property.

**附件 Appendix**

- C. 與賣方關係的聲明  
Declaration of Relationship with the Vendor
- D. 與擁有人關係的聲明  
Declaration of Relationship with the Owner
- E. 與擁有人的代理人關係的聲明  
Declaration of Relationship with the Agent of the Owner
- F. 對買方的警告  
WARNING TO PURCHASERS
- G. 關於中介人的聲明  
Declaration Regarding Intermediary /  
關於並無中介人的聲明  
Declaration Regarding No Intermediary
- H. 收集個人資料聲明 Personal Information Collection Statement
- I. 收集個人資料聲明 (錦上物業發展有限公司)  
PERSONAL INFORMATION COLLECTION STATEMENT (Kam Sheung Property Development Limited)
- J. 收集個人資料聲明 (香港鐵路有限公司)  
Personal Information Collection Statement (MTR CORPORATION LIMITED)
- K. 有關開放式廚房之買方確認函 (如適用)  
Purchaser's Acknowledgement Letter relating to Open Kitchen (if applicable)
- L. 關於嵌入式鞋櫃之買方確認函 (如適用)  
Purchaser's Acknowledgement Letter relating to Built-in Shoe Cabinet (if applicable)

簽署本第5段提及之文件時，請填上簽署日期。

Please date the documents listed in this paragraph 5 when you sign the same.

6. 在賣方尚未決定接受任何要約前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨該投標書附上的銀行本票將作兌現及將視作臨時合約中提述之臨時訂金。就其他落選投標者的銀行本票，賣方將於下文第8段所定義的指定日期起計14天內，按投標書所載之地址以平郵方式退還予該投標者，一切郵遞涉及之風險由投標者承擔。  
All cashier order(s) submitted by the tenderers will be retained uncashed until the Vendor has decided to accept any offer. If a tender is accepted, the cashier order(s) submitted therewith will be cashed and will be treated as the Preliminary Deposit under the Preliminary Agreement. For the cashier order(s) of those unsuccessful tenderers, the Vendor will return the cashier order(s) to that tenderer by ordinary post at the sole risk of the tenderer to the address specified in the tender within 14 days from the Specified Date as defined in paragraph 8 below.
7. 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。  
The Vendor reserves its right not to consider any tender submitted which is qualified by other terms, or is conditional or is not in conformity with the forms herein contained or enclosed.
8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後

的第十個工作天下午6時正或之前（「指定日期」）按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。

In consideration of the invitation for tender by the Vendor and the Vendor's agreement to consider the tenderer(s)' offers and to pay the tenderer(s) HK\$10.00 upon receipt of a written request from such tenderer(s), tenderer(s) agree(s) that his/her/its/their tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender **at or before 6:00 pm on the 10<sup>th</sup> working day after the closing date of the tender (the "Specified Date")**.

9. 投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：  
If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "Purchaser") and: -
- (a) 賣方可以透過郵寄、電話或電郵至投標書上填寫之地址／電話號碼／電郵地址或以其他任何有效方法接受中標者之要約。賣方接受要約後，將盡快向中標者交回經賣方簽立且日期為不後於指定日期之臨時合約一份對應本；  
the Vendor may accept the offer of the successful tenderer by post, telephone or email to the address / telephone number(s) / email address specified in his Form of Tender or by any other effective means. After the acceptance of the offer, the Vendor will return to the successful tenderer one counterpart of the Preliminary Agreement executed by the Vendor dated no later than the Specified Date as soon as practicable;
  - (b) 賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及  
the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and
  - (c) 在臨時合約日期後的5個工作日內，買方須簽署賣方律師擬備的正式合約，該正式合約的條款不得修改。正式合約的標準格式可於招標期間在售樓處審閱。  
the Purchaser shall sign the Agreement in the form prepared by the Vendor's Solicitors within five (5) working days after the date of the Preliminary Agreement and none of the terms thereof may be altered. The standard form of the Agreement is available for inspection during the tender period at the Sales Office.
10. 投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請致電熱線電話 2721 8388。  
Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. Please call our hotline at 2721 8388 for any enquiries.
11. 賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或不應被視作構成本招標公告、投標表格或臨時合約的一部份。有關之陳述或行動亦不能及不應被視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。  
Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary 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 set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.

12. 臨時合約提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為**附件F**。  
A bilingual version of the “Warning to Purchasers” mentioned in the Preliminary Agreement is attached hereto as **Appendix F**.
13. 賣方建議投標者可參閱期數的售樓說明書以了解本物業的詳情。  
Vendor advises the tenderers to refer to the sales brochure for the Phase for details of the Property.
14. 如投標者由多於一個個體組成，則所有構成該投標者的個體須負有共同及個別的責任。  
In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several.
15. 當賣方首次以價單形式發售發展項目內的住宅停車位時，將優先邀請成功中標購買期數是次招標中之單位的買家(連同賣方已公布或不時公布之其他招標文件及/或價單下享相同優惠(即住宅停車位認購優惠)之其他買方)按賣方發布的銷售安排及銷售文件可獲一次參與抽籤(按賣方以其絕對酌情權制訂之售價及條款)認購發展項目內的一個住宅停車位的機會。為免生疑問，賣方不作出任何陳述、承諾、保證或擔保買方能獲認購任何住宅停車位，以及買方亦不得向賣方提出任何有關的或因此產生的申索。  
When the Vendor first launches the offer to sell residential car parking spaces in the Development by way of price list, the successful purchaser(s) of the Flats of the Phase offered for tender under this Tender (together with other purchasers who have the same offers under other tender document(s) and/or price list(s) (i.e. Offer to Purchase Residential Car Parking Space) issued or to be issued by the Vendor from time to time) is entitled to have one chance to participate in the balloting for purchase of one residential car parking space in the Development in accordance with the sales arrangements and sales documents issued by the Vendor (at such price and terms as the Vendor may in its absolute discretion prescribe). For the avoidance of doubt, the Vendor makes no representation, undertaking, warranty or guarantee that the Purchaser will be able to purchase any residential car parking space and the Purchaser shall have no claims whatsoever against the Vendor in respect thereof or arising therefrom.  
  
有關發展項目住宅停車位出售之詳情將由賣方全權及絕對酌情決定，並受容後公佈之相關交易文件條款及條件限制。賣方有全權及絕對酌情權就住宅停車位之出售訂立不同的優先次序。買方須於賣方作出認購邀請時按賣方所訂時限決定是否購買住宅停車位，並簽署相關買賣合約，逾時作棄權論，賣方不會因此向買方作出任何賠償。  
Details in relation to the sale of the residential car parking spaces in the Development shall be determined by the Vendor at its sole and absolute discretion and is subject to the terms and conditions of the relevant transaction documents which will be announced later. The Vendor shall have sole and absolute discretion to determine the priority in the sale of the residential car parking spaces. The Purchaser must decide whether to purchase the residential car parking space(s) and must enter into a relevant agreement for sale and purchase within the period as prescribed the Vendor when the Vendor makes the invitation, failing which the Purchaser will be deemed to have given up the offer and the Vendor will not make any compensation to the Purchaser therefor.
16. 倘投標者經由地產代理(以下簡稱「介紹人」)介紹予賣方以入標認購本物業，投標者知悉和確認：  
Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人士負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束；  
the Intermediary or any other estate agent has not made, and has not been authorized or permitted by the Vendor to make, any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstances bind the Vendor;
- (b) 投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及  
the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent. This tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and
- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。  
whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's verification.

17. 就所有方面而言，時間為關鍵元素。  
Time shall in all respects be of the essence.
18. 本文件條款中，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。  
In these terms and conditions 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).
19. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。  
The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2025年12月17日  
Date: 17 December 2025

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## 投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約(「臨時合約」)所訂明的條款及條件以單一交易形式承購位於錦河路 29 號<sup>^</sup>柏瓏的第 2 期柏瓏 III 的以下住宅物業

Tender for the purchase of the following residential property(ies) of GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR, 29 Kam Ho Road<sup>^</sup> as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

<sup>^</sup>The provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

<b>第 1 節 Section 1</b>				
<b>投標者的資料 Particulars of the Tenderer</b>				
名稱 Name				
香港身份證號碼/ 護照號碼/ 商業登記號碼 Hong Kong Identity Card(s) No(s). /Passport(s) No(s). / Business Registration No(s).		(with the copy(ies) attached hereto) (連同其影印副本)		
(個人)香港通訊地址/ (公司)香港 註冊地址/在香港的主要營業地點 (Individual) Correspondence Address in Hong Kong/ (Company) Registered Office in Hong Kong / Principal Place of Business in Hong Kong				
<b>聯絡資料 Contact Details</b>				
聯絡人 Contact Person				
電話 Telephone				
電郵地址 Email Address				
<b>第 2 節 Section 2</b>				
<b>投標物業 Tendered Property (「本物業」the “Property”)</b>				
期數 Phase	座 Tower	樓 Floor	單位 Flat	住宅停車位 (如適用) Residential Car Parking Space (if applicable)
2				
<b>投標價 Tender Price (「售價」the “Purchase Price”)</b>				
港幣 HK\$				
下列抬頭為「何耀棣律師事務所」的銀行本票作為臨時訂金連同本投標表格一併附上 The following cashier order(s) made payable to “GALLANT” as preliminary deposit is/are enclosed with this Form of Tender				
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.	
	港幣 HK\$			
	港幣 HK\$			
	港幣 HK\$			

**第 3 節 Section 3****付款計劃 Payment Plan (請別適用者 Please tick as appropriate)** **付款計劃 A Payment Plan A**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 90% 即售價餘款於買方簽署臨時合約後 90 天內繳付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。  
90% of Purchase Price being balance of Purchase Price shall be paid within 90 days after signing of the Preliminary Agreement by the Purchaser or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier.

 **付款計劃 B Payment Plan B**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 5% 即部份付款於買方簽署臨時合約後 180 日內繳付。  
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement by the Purchaser.
- (d) 售價 85% 即售價餘款於買方簽署臨時合約後 360 天內繳付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。  
85% of Purchase Price being balance of Purchase Price shall be paid within 360 days after signing of the Preliminary Agreement by the Purchaser or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier.

 **付款計劃 C Payment Plan C**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 5% 即部份付款於買方簽署臨時合約後 180 日內繳付。  
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement by the Purchaser.
- (d) 售價 85% 即售價餘款於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。  
85% of Purchase Price being balance of Purchase Price shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

第 4 節 Section 4							
相關投標書 (如有) (*請剔適用者)							
Related Tender(s) (if any) (*Please tick as appropriate)							
<p>*<input type="checkbox"/> 在以下列表列出名稱之本人／我們之近親(定義如下)(單獨以近親的名義或與他人聯名)已遞交以下個別的投標表格(「<b>相關投標書</b>」): My/our Close Relative(s) (as hereinafter defined) (in the sole name(s) of the Close Relative(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Tender Form(s) as follows (“<b>Related Tender(s)</b>”):</p>							
近親 (及其他聯名投標者) 之名稱 Name(s) of the Close Relative(s) (and other joint tenderers)	香港身份證號碼 HKID Card No.	與本人/我們之近親關係 (如適用) Close Relative relationship (if applicable) with me/us	期數 Phase	座 Tower	樓 Floor	單位 Flat	住宅停車位 (如適用) Residential Car Parking Space (if applicable)
1.							
2.							
3.							
4.							
5.							
<p>本人／我們提交本投標書的前提為除非賣方亦同時接受<b>所有相關投標書</b>，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否符合近親關係及賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。</p> <p>I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts <b>ALL the Related Tender(s)</b> at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.</p> <p>本人／我們附上近親關係的證明文件 (例如：香港身份證、出世紙、結婚證書等) 證明近親與本人／我們的關係供賣方考慮。I/We enclose herewith documentary proof (e.g. HKID card, birth certificate, marriage certificate, etc.) to prove the relationship between the Close Relative and myself/ourselves for the Vendor’s consideration.</p> <p>就本第 5 節的目的而言，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟姊妹、祖父母、外祖父母、孫子及孫女[及外孫子及外孫女]。</p> <p>For the purpose of this Section 4, “Close Relative(s)” means a spouse, parent, child, sibling, grandparent and grandchild of the Tenderer (or any one of the Tenderer).</p>							

**第 5 節 Section 5**

下列文件連同本投標書一併附上 (標註 # 的文件不應填寫日期) :

The following are enclosed with this Tender (documents marked # should be left undated):

1. 一張或多張總金額為投標價5%的本票以作為臨時訂金，而上述所有銀行本票抬頭為「何耀棣律師事務所」  
One or more cashier order(s) which constitutes 5% of the Tender Price being the preliminary deposit, and the above cashier order(s) shall be made payable to “GALLANT”
2. 投標者的身份證明文件 (如香港身份證或護照) 副本 (如適用)  
Copy(ies) of the Tenderer’s identification document(s) such as Hong Kong Identity Card(s)/Passport(s) (if applicable)  
  
公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊及周年申報表副本 (如適用)  
Copy(ies) of Certificate of Incorporation, Business Registration Certificate, latest register of directors, latest register of shareholders and annual return (if applicable)
3. 地產代理牌照副本及其名片 (如適用)  
Copy(ies) of the estate agent’s licence and name card of the estate agent (if applicable)
4. 由投標者填妥並簽署的附件的文件：  
Documents in Appendix, duly signed and completed by the Tenderer:

**附 件  
Appendix**

- A. 投標表格 Form of Tender
- B. 臨時合約 Preliminary Agreement #
- C. 與賣方關係的聲明 Declaration of Relationship with the Vendor
- D. 與擁有人關係的聲明 Declaration of Relationship with the Owner
- E. 與擁有人的代理人關係的聲明 Declaration of Relationship with the Agent of the Owner
- F. 對買方的警告 WARNING TO PURCHASERS
- G. 關於中介人的聲明 Declaration Regarding Intermediary /  
關於並無中介人的聲明 Declaration Regarding No Intermediary
- H. 收集個人資料聲明 Personal Information Collection Statement
- I. 收集個人資料聲明 (錦上物業發展有限公司)  
PERSONAL INFORMATION COLLECTION STATEMENT (Kam Sheung Property Development Limited)
- J. 收集個人資料聲明 (香港鐵路有限公司) Personal Information Collection Statement (MTR CORPORATION LIMITED)
- K. 有關開放式廚房之買方確認函 (如適用) Purchaser’s Acknowledgement Letter relating to Open Kitchen (if applicable)
- L. 關於嵌入式鞋櫃之買方確認函 (如適用) Purchaser’s Acknowledgement Letter relating to Built-in Shoe Cabinet (if applicable)

<b>第6節 Section 6</b>	
<p>本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。</p> <p>I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.</p>	
投標者簽名 Signature(s) of the Tenderer(s)	
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同地產代理牌照副本及其名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

<b>第7節 Section 7</b>	
<p>接受要約 Acceptance of offer</p> <p>在受到招標公告和臨時合約約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。</p> <p>The above offer is accepted by the Vendor on the date of signing by the authorized signatory of the Vendor subject to the Tender Notice and the Preliminary Agreement.</p>	
<p><b>Signed by the authorised signatory for and on behalf of the Vendor</b> 經授權賣方代表簽署</p>	
<p>日期 Date : _____</p>	

## 投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約(「臨時合約」)所訂明的條款及條件以單一交易形式承購位於錦河路 29 號<sup>^</sup>柏瓏的第 2 期柏瓏 III 的以下住宅物業

Tender for the purchase of the following residential property(ies) of GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR, 29 Kam Ho Road<sup>^</sup> as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

<sup>^</sup>The provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

<b>第 1 節 Section 1</b>				
<b>投標者的資料 Particulars of the Tenderer</b>				
名稱 Name				
香港身份證號碼/ 護照號碼/ 商業登記號碼 Hong Kong Identity Card(s) No(s). /Passport(s) No(s). / Business Registration No(s).		(with the copy(ies) attached hereto) (連同其影印副本)		
(個人)香港通訊地址/ (公司)香港 註冊地址/在香港的主要營業地點 (Individual) Correspondence Address in Hong Kong/ (Company) Registered Office in Hong Kong / Principal Place of Business in Hong Kong				
<b>聯絡資料 Contact Details</b>				
聯絡人 Contact Person				
電話 Telephone				
電郵地址 Email Address				
<b>第 2 節 Section 2</b>				
<b>投標物業 Tendered Property (「本物業」 the “Property”)</b>				
期數 Phase	座 Tower	樓 Floor	單位 Flat	住宅停車位 (如適用) Residential Car Parking Space (if applicable)
2				
<b>投標價 Tender Price (「售價」 the “Purchase Price”)</b>				
港幣 HK\$				
下列抬頭為「何耀棣律師事務所」的銀行本票作為臨時訂金連同本投標表格一併附上 The following cashier order(s) made payable to “GALLANT” as preliminary deposit is/are enclosed with this Form of Tender				
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.	
	港幣 HK\$			
	港幣 HK\$			
	港幣 HK\$			

**第 3 節 Section 3****付款計劃 Payment Plan (請剔適用者 Please tick as appropriate)** **付款計劃 A Payment Plan A**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 90% 即售價餘款於買方簽署臨時合約後 90 天內繳付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。  
90% of Purchase Price being balance of Purchase Price shall be paid within 90 days after signing of the Preliminary Agreement by the Purchaser or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier.

 **付款計劃 B Payment Plan B**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 5% 即部份付款於買方簽署臨時合約後 180 日內繳付。  
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement by the Purchaser.
- (d) 售價 85% 即售價餘款於買方簽署臨時合約後 360 天內繳付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。  
85% of Purchase Price being balance of Purchase Price shall be paid within 360 days after signing of the Preliminary Agreement by the Purchaser or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier.

 **付款計劃 C Payment Plan C**

- (a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。  
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement by the Purchaser.
- (b) 售價 5% 即加付訂金於買方簽署臨時合約後 60 日內繳付。  
5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement by the Purchaser.
- (c) 售價 5% 即部份付款於買方簽署臨時合約後 180 日內繳付。  
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement by the Purchaser.
- (d) 售價 85% 即售價餘款於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。  
85% of Purchase Price being balance of Purchase Price shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

## 第 4 節 Section 4

相關投標書 (如有) (\*請剔適用者)

Related Tender(s) (if any) (\*Please tick as appropriate)

- \* 在以下列表列出名稱之本人／我們之近親(定義如下)(單獨以近親的名義或與他人聯名)已遞交以下個別的投標表格(「**相關投標書**」):  
My/our Close Relative(s) (as hereinafter defined) (in the sole name(s) of the Close Relative(s) or in joint names with other(s)), whose name(s) is/are set out in the table below, has/have submitted separate Tender Form(s) as follows (“**Related Tender(s)**”):

近親 (及其他聯名投標者) 之名稱 Name(s) of the Close Relative(s) (and other joint tenderers)	香港身份證號碼 HKID Card No.	與本人/我們之近親關係 (如適用) Close Relative relationship (if applicable) with me/us	期數 Phase	座 Tower	樓 Floor	單位 Flat	住宅停車位 (如適用) Residential Car Parking Space (if applicable)
1.							
2.							
3.							
4.							
5.							

本人／我們提交本投標書的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方有唯一酌情權去決定是否符合近親關係及賣方決定之投標結果為最終的，而本人/我們將不會就此提出任何申索或反對。

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

本人／我們附上近親關係的證明文件 (例如：香港身份證、出世紙、結婚證書等) 證明近親與本人／我們的關係供賣方考慮。I/We enclose herewith documentary proof (e.g. HKID card, birth certificate, marriage certificate, etc.) to prove the relationship between the Close Relative and myself/ourselves for the Vendor's consideration.

就本第 5 節的目的而言，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟姊妹、祖父母、外祖父母、孫子及孫女[及外孫子及外孫女]。

For the purpose of this Section 4, “Close Relative(s)” means a spouse, parent, child, sibling, grandparent and grandchild of the Tenderer (or any one of the Tenderer).

**第 5 節 Section 5**

下列文件連同本投標書一併附上 (標註 # 的文件不應填寫日期) :

The following are enclosed with this Tender (documents marked # should be left undated):

1. 一張或多張總金額為投標價5%的本票以作為臨時訂金，而上述所有銀行本票抬頭為「何耀棣律師事務所」  
One or more cashier order(s) which constitutes 5% of the Tender Price being the preliminary deposit, and the above cashier order(s) shall be made payable to “GALLANT”
2. 投標者的身份證明文件 (如香港身份證或護照) 副本 (如適用)  
Copy(ies) of the Tenderer’s identification document(s) such as Hong Kong Identity Card(s)/Passport(s) (if applicable)  
  
公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊及周年申報表副本 (如適用)  
Copy(ies) of Certificate of Incorporation, Business Registration Certificate, latest register of directors, latest register of shareholders and annual return (if applicable)
3. 地產代理牌照副本及其名片 (如適用)  
Copy(ies) of the estate agent’s licence and name card of the estate agent (if applicable)
4. 由投標者填妥並簽署的附件的文件：  
Documents in Appendix, duly signed and completed by the Tenderer:

**附 件  
Appendix**

- A. 投標表格 Form of Tender
- B. 臨時合約 Preliminary Agreement #
- C. 與賣方關係的聲明 Declaration of Relationship with the Vendor
- D. 與擁有人關係的聲明 Declaration of Relationship with the Owner
- E. 與擁有人的代理人關係的聲明 Declaration of Relationship with the Agent of the Owner
- F. 對買方的警告 WARNING TO PURCHASERS
- G. 關於中介人的聲明 Declaration Regarding Intermediary /  
關於並無中介人的聲明 Declaration Regarding No Intermediary
- H. 收集個人資料聲明 Personal Information Collection Statement
- I. 收集個人資料聲明 (錦上物業發展有限公司)  
PERSONAL INFORMATION COLLECTION STATEMENT (Kam Sheung Property Development Limited)
- J. 收集個人資料聲明 (香港鐵路有限公司) Personal Information Collection Statement (MTR CORPORATION LIMITED)
- K. 有關開放式廚房之買方確認函 (如適用) Purchaser’s Acknowledgement Letter relating to Open Kitchen (if applicable)
- L. 關於嵌入式鞋櫃之買方確認函 (如適用) Purchaser’s Acknowledgement Letter relating to Built-in Shoe Cabinet (if applicable)

<b>第6節 Section 6</b>	
<p>本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。</p> <p>I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.</p>	
投標者簽名 Signature(s) of the Tenderer(s)	
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同地產代理牌照副本及其名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

<b>第7節 Section 7</b>	
<p>接受要約 Acceptance of offer</p> <p>在受到招標公告和臨時合約約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。</p> <p>The above offer is accepted by the Vendor on the date of signing by the authorized signatory of the Vendor subject to the Tender Notice and the Preliminary Agreement.</p>	
<p><b>Signed by the authorised signatory for and on behalf of the Vendor</b> 經授權賣方代表簽署</p>	
<p>日期 Date : _____</p>	

## GRAND MAYFAIR 柏瓏

PRELIMINARY AGREEMENT FOR SALE &amp; PURCHASE ("Preliminary Agreement")

臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:

Date 日期:

Vendor 賣方:

Kam Sheung Property Development Limited 錦上物業發展有限公司

\*Vendor's Solicitors

 Gallant 何耀棟律師事務所 Tel 電話 2526 3336

賣方律師:

 P.C. WOO & CO. 胡百全律師事務所 Tel 電話: 2533 7700 Chan Raymond T. Y., Victoria Chan & Co. 陳添耀.陳瑛律師事務所 Tel 電話: 2523 2820 GRANDALL ZIMMERN LAW FIRM 國浩律師(香港)事務所 Tel 電話: 2526 4373 KAO, LEE & YIP 高李葉律師行 Tel 電話: 2844 4888

\*Note: Tenderer shall **not** select any of the Vendor's Solicitors upon submission of tender. The Vendor's Solicitors shall be selected by the Vendor and this part shall be completed by the Vendor upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註: 投標者無需在提交投標書時選擇任何賣方律師。賣方將選擇賣方律師並在接納投標書時填寫此部分及中標者(作為買方)在法律上須受其約束。

Sales Agent

Grand Ample Real Estate Agency Limited | Tel 電話 2721 8388

銷售代表:

(Estate Agents Licence (Company) No.地產代理(公司)牌照號碼 : C-092649)

Purchaser 買方:

HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:

Purchaser's Correspondence/ Registered Address 買方通訊/註冊地址:

Purchaser's Tel No. 買方電話號碼:

Name &amp; Postal Address of the Phase of the Development 發展項目期數名稱及郵寄地址:

GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR  
柏瓏 III, 柏瓏的第2期

29 Kam Ho Road^ (Lot No.1040 in Demarcation District No.103)

錦河路 29 號^ (丈量約份第 103 約地段第 1040 號段)

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

Details of the Property (the "Property") 訂購物業("本物業")的資料:

Phase 期數	Tower 座	Floor 樓	Flat 單位
2			

Terms of Payment 支付條款:

@Note: Tenderer is **not** required to fill in the amounts and dates in this Terms of Payment upon submission of tender. The amounts and dates in this Terms of Payment shall be filled in by the Vendor in accordance with the relevant Payment Plan selected by the tenderer in Section 3 of the Form of Tender upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註: 投標者無需在提交投標書時填寫本支付條款中的金額和日期。本支付條款中的金額和日期須由賣方在接納投標書時按照投標者在投標表格第 3 節選擇的相關付款計劃填寫及中標者(作為買方)在法律上須受其約束。

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows- ，並須由買方按以下方式付予賣方 -
@Preliminary Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement. (即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。
@Further Deposit 加付訂金	HK\$ 港幣	元	shall be paid on or before 須於以下日子或之前支付: / /
@Part Payment 部份付款	HK\$ 港幣	元	shall be paid on or before 須於以下日子或之前支付: / /
@Balance of Purchase Price 售價餘款	HK\$ 港幣	元	shall be paid on or before / / or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier. 須於 / / 或之前支付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
@Balance of Purchase Price 售價餘款	HK\$ 港幣	元	shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser. 於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

&It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed- 按訂約雙方的意向，本臨時合約將會由一份買賣合約("正式合約")取代，正式合約須 –

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

&Note: Tenderer is **not** required to fill in the dates of signing the Agreement for Sale and Purchase upon submission of tender. The dates of signing the Agreement for Sale and Purchase shall be filled in by the Vendor upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註：投標者無需在提交投標書時填寫簽署正式合約的日期。該簽署正式合約的日期須由賣方在接納投標書時填寫及中標者（作為買方）在法律上須受其約束。

Received the Preliminary Deposit in the sum of \_\_\_\_\_ HK\$ \_\_\_\_\_ Cheque/Cashier Order, subject to Bank Clearance  
上述所列臨時訂金經已收妥此據 交來支票/本票以銀行過數作實  
Cheque / Cashier Order No. 支票 / 本票號碼: \_\_\_\_\_

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow. 賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業。

Other Terms and Conditions 其他條款及條件:

- In this Preliminary Agreement 在本臨時合約中 -
  - "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
  - "working day" has the meaning given by section 2(1) of that Ordinance;
  - the floor area of an item under paragraph (a) of the Property set out in "Schedule 2" is calculated in accordance with section 8(3) of that Ordinance; and
  - the area of an item under paragraph (b) of the Property set out in "Schedule 2" is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
  - "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；
  - "工作日"具有該條例第 2(1)條給予該詞的涵義；
  - 「附表二」載列之本物業的(a)段所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - 「附表二」載列之本物業的(b)段所指的項目的面積，按照該條例附表 2 第 2 部計算。
- The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.  
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
- The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
- The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
- If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed - 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
  - this Preliminary Agreement is terminated;
  - the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
  - the Vendor does not have any further claim against the Purchaser for the failure.
  - 本臨時合約即告終止；
  - 買方支付的臨時訂金，即被沒收歸於賣方；及
  - 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。
- The measurements of the Property are as follows 本物業的量度尺寸如下 -  
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.  
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
- The sale and purchase of the Property includes the fittings, finishes and appliances as follows -  
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.  
本物業買賣所包括的裝置、裝修物料及設備如下 -  
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
- Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.  
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
- The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.  
買方已確認收到第 10 條所列出的"對買方的警告"的中英雙語文本，並完全明白其內容。
- For the purposes of clause 9, the following is the "Warning to Purchasers" -  
就第 9 條而言，"對買方的警告"內容如下 -
  - 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。
  - 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. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.  
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that –  
買方須於正式合約中向賣方達成協議表明 –
- (I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever; and  
如正式合約其後以任何方式被取消，賣方有權保留臨時訂金；及
- (II) other than entering into a mortgage or charge of the Property, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment of the Property. The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement.  
除簽立本物業之按揭或押記外，在買賣完成及簽署本物業的轉讓契前，買方不得提名任何人士接受本物業的轉讓契、轉售本物業或以任何形式轉讓本物業的正式合約之權益或訂立任何協議如此行事。本物業的轉讓契必須以簽署本物業之正式合約的買方為受惠人作出。
13. The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in such standard form as approved by the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. Subject to Clause 15, only the person who has signed this Preliminary Agreement will be permitted to sign the Agreement.  
買方須於本臨時合約的日期後的五個工作日內，於辦公時間內到賣方律師的辦事處(若買方自行聘請律師，則到其代表律師的辦事處)簽署一份經由地政總署法律諮詢及田土轉易處("法律諮詢及田土轉易處")批核的標準格式的正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。未經法律諮詢及田土轉易處事先書面批准，不得以任何方式更改正式合約之條款。除第 15 條另有規定外，只有簽署本臨時合約之人士才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement.  
正式合約將訂明：如賣方就買方之要求同意以簽訂取消合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價五分之五之款項作為同意取消正式合約之代價(而並非作為懲罰)及買方須另外向賣方支付或補償(視屬何情況而定)所有有關取消正式合約之律師費、費用及支出(包括印花稅(如有))。
15. It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Where the Purchaser is/are a company(ies), this Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.  
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權力或權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方為公司者，須由相同之董事簽署本臨時合約及正式合約，並於簽署正式合約及繳付於簽署正式合約時須繳付的部分售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment, (b) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("DMC") and the plans to be attached to the DMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment of the Property, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the manager of the Development advance payment of management fees, management fee deposits, debris removal fee, special fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (b) to (f) listed above in any event.  
於此買賣交易中買方須獨自負責及繳付(a)所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的律師費及代墊費用；(b)有關草擬公契及管理協議("公契")之費用及附於公契之圖則之費用的適當分攤；(c)準備本物業

的業權契據及文件的認證副本之一切費用；(d) 本物業的正式合約及轉讓契之所有圖則費；(e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用；及(f) 本物業任何按揭(如有)之法律費用及其他支出。買方亦須在成交收樓之前，按照正式合約及公契向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方律師代表其處理正式合約、按揭或其後的轉讓契事宜，則買賣雙方須負擔及支付各自的有關擬備、完成交易、加蓋印花及登記正式合約及其後的轉讓契的律師費和代墊付費用。為免生疑問，買方在任何情況下均需負責支付上述(b)至(f)項之費用。

17. The sale and purchase of the Property shall be completed within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.  
本物業的買賣須於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的十四日內完成。
18. All further deposits, part payments of the Purchase Price (if any) and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.  
所有加付訂金、售價的部分付款(如有)及售價餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師作抬頭人支付。
19. Time shall in every respect be of the essence of this Preliminary Agreement.  
就每一方面而言，時間為本臨時合約的關鍵元素。
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.  
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. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry upon termination of this Preliminary Agreement.  
如買方或其代表人已將本臨時合約在土地註冊處註冊，買方特此授權賣方在本臨時合約終止時單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約在土地註冊處的登記冊或紀錄的註冊。
22. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.  
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
23. The Vendor hereby reserves the right to alter the building plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement whenever the Vendor considers necessary, provided that the Vendor shall notify the Purchaser in writing within 14 days after such alteration(s) having been approved by the Building Authority.  
賣方在此保留根據正式合約的條文於其認為有需要時修改與本物業及/或發展項目有關的建築圖則的權利，惟賣方須於建築事務監督批准有關修改之後計 14 日內以書面通知買方。
24. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.  
賣方保留權利更正有關本物業售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
25. If the Property consists of residential unit(s) as well as any parking space(s), the Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.  
如本物業包括住宅單位也同時包括停車位，本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.  
本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立任何非書面買賣協議或買賣協議。
27. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.  
本臨時買賣合約取代雙方過往所有之談判、陳述、理解及協議。
28. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence / registered address or telephone number.  
買方如有更改通訊/註冊地址或電話號碼，須立即以書面通知賣方。
29. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.  
本臨時合約之中文版本乃英文版本的譯本，僅供參考之用。如有任何歧義、不一致或爭議，概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.  
買方已細閱本臨時合約，並完全明白及同意其內容。

Purchaser's Signature  
買方簽署

For and on behalf of the Vendor  
代表賣方簽署  
Grand Ample Real Estate Agency Limited

## Schedule 1 附表一

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

External Wall 外牆	:	External wall tile, metal cladding, metal louvre and curtain wall 外牆瓷磚、金屬飾面, 金屬百葉及玻璃幕牆
Internal wall and ceiling 內牆及天花板	:	Wall: Exposed surface plastered and painted with emulsion paint; Ceiling: Exposed surface plastered and painted with emulsion paint; gypsum board bulkhead finished with emulsion paint 牆壁: 外露部份批盪後再髹乳膠漆; 天花板: 外露部分批盪後再髹乳膠漆, 石膏板假陣髹上乳膠漆
Flooring 地板	:	Living room / Dining room: Floor: Engineered timber flooring with tile border at open kitchen and reconstituted stone border at balcony sliding door access; Skirting: Engineered timber 客廳/飯廳: 地板: 複合木地板配以瓷磚邊緣於開放式廚房及人造石邊緣於露台趟門; 牆腳線: 複合木  Bedroom: Floor: Engineered timber flooring; Skirting: Engineered timber 睡房: 地板: 複合木地板; 牆腳線: 複合木
Entrance door 大門	:	Fire-rated solid core timber door with Timber veneer 防火實心木門配以木皮飾面
Bathroom 浴室	:	Sanitary fitments; Wall: Tile, glass and metal on exposed surface run up to false ceiling; Floor: Tile on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint and metal false ceiling 衛生設備; 牆壁: 外露位置鋪砌瓷磚、玻璃及金屬鋪至假天花; 地板: 外露位置鋪砌瓷磚; 天花板: 石膏板假天花髹上乳膠漆及金屬假天花
Kitchen (including Open Kitchen) 廚房(包括開 放式廚房)	:	Wall of Kitchen (except Open Kitchen): Mirror, metal and tile on exposed surface run up to false ceiling; Wall of Open Kitchen: Mirror, metal, plastic laminate and tile on exposed surface run up to false ceiling; Floor of Kitchen (except Open Kitchen): Tile on exposed surface; Floor of Open kitchen: Tile and engineered timber flooring on exposed surface; Ceiling of Kitchen (except Open Kitchen): Painted gypsum board false ceiling and metal false ceiling; Ceiling of Open kitchen: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint; Cooking Bench: Solid surfacing; Stainless steel sink unit; Hot and cold water mixer; Timber kitchen cabinet finishes with plastic laminate and metal. 廚房(開放式廚房除外)牆壁: 外露位置鋪砌鏡、金屬及瓷磚至假天花; 開放式廚房牆壁: 外露位置鋪砌鏡、金屬、膠板面板及瓷磚至假天花; 廚房(開放式廚房除外)地板: 外露位置鋪砌瓷磚 開放式廚房地板: 外露位置鋪砌瓷磚及複合木地板 廚房(開放式廚房除外)天花板: 石膏板假天花髹上油漆及金屬假天花 開放式廚房天花板: 外露部分批盪後再髹乳膠漆, 石膏板假陣髹上乳膠漆 灶台: 實體面材; 不銹鋼洗滌盆, 冷熱水龍頭; 木廚櫃配以膠板面板及金屬

## Appliance Schedules 設備說明表:

<b>Phase 2 Tower 1 第 2 期第 1 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A1, A2, A3 & A5) 所有單位 (A1, A2, A3 及 A5 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A1, A2, A3 & A5 A1, A2, A3 及 A5 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats (except Flat A1) 所有單位 (A1 單位除外)
Induction Hob (3 Cooking Zones) 三頭電磁爐	Flat A1 A1 單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A2, A3, A5 & B2 A2, A3, A5 及 B2 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

<b>Phase 2 Tower 2 第 2 期第 2 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A5) 所有單位 (A5 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A5 A5 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A1, A3 & A5 A1, A3 及 A5 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

## Appliance Schedules 設備說明表:

<b>Phase 2 Tower 3 第 2 期第 3 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A3) 所有單位 (A3 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A3 A3 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A3 A3 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

<b>Phase 2 Tower 5 第 2 期第 5 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A1, A2, A3, A5 & A6) 所有單位 (A1, A2, A3, A5 及 A6 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A1, A2, A3, A5 & A6 A1, A2, A3, A5 及 A6 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A1, A2, A3, A5 & A6 A1, A2, A3, A5 及 A6 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Microwave Oven with Grill 微波燒烤爐	Flat A3 & A5 A3 及 A5 單位
Steam Oven 蒸焗爐	All Flats 所有單位

Schedule 2 附表二

In this Schedule 2, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表二中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

The measurements of the Property are as follows—

本物業的量度尺寸如下—

Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>1</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>2</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>3</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>5</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>6</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>7</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>8</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>9</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>10</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>11</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>12</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>16</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>17</u>	Flat 單位	<u>A5</u>

(a) the saleable area of the Property is 本物業的實用面積為-

71.497 平方米 square metres/ 770 平方呎，其中- square feet of which -

2.523 平方米 square metres/ 27 平方呎為露台的樓面面積； square feet is the floor area of the balcony;

1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;

-- 平方米 square metres/ -- 平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is -- 平方米 square metres/ -- 平方呎 square feet;

窗台的面積為 the area of the bay window is -- 平方米 square metres/ -- 平方呎 square feet;

閣樓的面積為 the area of the cockloft is -- 平方米 square metres/ -- 平方呎 square feet;

平台的面積為 the area of the flat roof is -- 平方米 square metres/ -- 平方呎 square feet;

花園的面積為 the area of the garden is -- 平方米 square metres/ -- 平方呎 square feet;

停車位的面積為 the area of the parking space is -- 平方米 square metres/ -- 平方呎 square feet;

天台的面積為 the area of the roof is -- 平方米 square metres/ -- 平方呎 square feet;

梯屋的面積為 the area of the stairhood is -- 平方米 square metres/ -- 平方呎 square feet;

前庭的面積為 the area of the terrace is -- 平方米 square metres/ -- 平方呎 square feet;

庭院的面積為 the area of the yard is -- 平方米 square metres/ -- 平方呎 square feet.

## GRAND MAYFAIR 柏瓏

PRELIMINARY AGREEMENT FOR SALE &amp; PURCHASE ("Preliminary Agreement")

臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:

Date 日期:

Vendor 賣方:

Kam Sheung Property Development Limited 錦上物業發展有限公司

\*Vendor's Solicitors

 Gallant 何耀棟律師事務所 Tel 電話 2526 3336

賣方律師:

 P.C. WOO & CO. 胡百全律師事務所 Tel 電話: 2533 7700 Chan Raymond T. Y., Victoria Chan & Co. 陳添耀.陳瑛律師事務所 Tel 電話: 2523 2820 GRANDALL ZIMMERN LAW FIRM 國浩律師(香港)事務所 Tel 電話: 2526 4373 KAO, LEE & YIP 高李葉律師行 Tel 電話: 2844 4888

\*Note: Tenderer shall **not** select any of the Vendor's Solicitors upon submission of tender. The Vendor's Solicitors shall be selected by the Vendor and this part shall be completed by the Vendor upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註: 投標者無需在提交投標書時選擇任何賣方律師。賣方將選擇賣方律師並在接納投標書時填寫此部分及中標者(作為買方)在法律上須受其約束。

Sales Agent

Grand Ample Real Estate Agency Limited | Tel 電話 2721 8388

銷售代表:

(Estate Agents Licence (Company) No.地產代理(公司)牌照號碼 : C-092649)

Purchaser 買方:

HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:

Purchaser's Correspondence/ Registered Address 買方通訊/註冊地址:

Purchaser's Tel No. 買方電話號碼:

Name &amp; Postal Address of the Phase of the Development 發展項目期數名稱及郵寄地址:

GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR  
柏瓏 III, 柏瓏的第2期

29 Kam Ho Road^ (Lot No.1040 in Demarcation District No.103)

錦河路 29 號^ (丈量約份第 103 約地段第 1040 號段)

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

Details of the Property (the "Property") 訂購物業("本物業")的資料:

Phase 期數	Tower 座	Floor 樓	Flat 單位
2			

Terms of Payment 支付條款:

@Note: Tenderer is **not** required to fill in the amounts and dates in this Terms of Payment upon submission of tender. The amounts and dates in this Terms of Payment shall be filled in by the Vendor in accordance with the relevant Payment Plan selected by the tenderer in Section 3 of the Form of Tender upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註: 投標者無需在提交投標書時填寫本支付條款中的金額和日期。本支付條款中的金額和日期須由賣方在接納投標書時按照投標者在投標表格第 3 節選擇的相關付款計劃填寫及中標者(作為買方)在法律上須受其約束。

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows- ，並須由買方按以下方式付予賣方 -
@Preliminary Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement. (即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。
@Further Deposit 加付訂金	HK\$ 港幣	元	shall be paid on or before 須於以下日子或之前支付: / /
@Part Payment 部份付款	HK\$ 港幣	元	shall be paid on or before 須於以下日子或之前支付: / /
@Balance of Purchase Price 售價餘款	HK\$ 港幣	元	shall be paid on or before / / or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier. 須於 / / 或之前支付或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
@Balance of Purchase Price 售價餘款	HK\$ 港幣	元	shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser. 於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

&It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed- 按訂約雙方的意向，本臨時合約將會由一份買賣合約("正式合約")取代，正式合約須 –

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

&Note: Tenderer is **not** required to fill in the dates of signing the Agreement for Sale and Purchase upon submission of tender. The dates of signing the Agreement for Sale and Purchase shall be filled in by the Vendor upon acceptance of tender and the successful tenderer (as Purchaser) shall be legally bounded thereby. 註：投標者無需在提交投標書時填寫簽署正式合約的日期。該簽署正式合約的日期須由賣方在接納投標書時填寫及中標者（作為買方）在法律上須受其約束。

Received the Preliminary Deposit in the sum of \_\_\_\_\_ HK\$ \_\_\_\_\_ Cheque/Cashier Order, subject to Bank Clearance  
上述所列臨時訂金經已收妥此據 交來支票/本票以銀行過數作實  
Cheque / Cashier Order No. 支票 / 本票號碼: \_\_\_\_\_

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow. 賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業。

Other Terms and Conditions 其他條款及條件:

- In this Preliminary Agreement 在本臨時合約中 -
  - "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
  - "working day" has the meaning given by section 2(1) of that Ordinance;
  - the floor area of an item under paragraph (a) of the Property set out in "Schedule 2" is calculated in accordance with section 8(3) of that Ordinance; and
  - the area of an item under paragraph (b) of the Property set out in "Schedule 2" is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
  - "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；
  - "工作日"具有該條例第 2(1)條給予該詞的涵義；
  - 「附表二」載列之本物業的(a)段所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - 「附表二」載列之本物業的(b)段所指的項目的面積，按照該條例附表 2 第 2 部計算。
- The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.  
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
- The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
- The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
- If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed - 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
  - this Preliminary Agreement is terminated;
  - the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
  - the Vendor does not have any further claim against the Purchaser for the failure.
  - 本臨時合約即告終止；
  - 買方支付的臨時訂金，即被沒收歸於賣方；及
  - 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。
- The measurements of the Property are as follows 本物業的量度尺寸如下 -  
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.  
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
- The sale and purchase of the Property includes the fittings, finishes and appliances as follows -  
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.  
本物業買賣所包括的裝置、裝修物料及設備如下 -  
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
- Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.  
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
- The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.  
買方已確認收到第 10 條所列出的"對買方的警告"的中英雙語文本，並完全明白其內容。
- For the purposes of clause 9, the following is the "Warning to Purchasers" -  
就第 9 條而言，"對買方的警告"內容如下 -
  - 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。
  - 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. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.

儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。

12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that –

買方須於正式合約中向賣方達成協議表明 –

- (I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever; and

如正式合約其後以任何方式被取消，賣方有權保留臨時訂金；及

- (II) other than entering into a mortgage or charge of the Property, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment of the Property. The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement.

除簽立本物業之按揭或押記外，在買賣完成及簽署本物業的轉讓契前，買方不得提名任何人士接受本物業的轉讓契、轉售本物業或以任何形式轉讓本物業的正式合約之權益或訂立任何協議如此行事。本物業的轉讓契必須以簽署本物業之正式合約的買方為受惠人作出。

13. The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in such standard form as approved by the Legal Advisory and Conveyancing Office of the Lands Department ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. Subject to Clause 15, only the person who has signed this Preliminary Agreement will be permitted to sign the Agreement.

買方須於本臨時合約的日期後的五個工作日內，於辦公時間內到賣方律師的辦事處(若買方自行聘請律師，則到其代表律師的辦事處)簽署一份經由地政總署法律諮詢及田土轉易處("法律諮詢及田土轉易處")批核的標準格式的正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。未經法律諮詢及田土轉易處事先書面批准，不得以任何方式更改正式合約之條款。除第 15 條另有規定外，只有簽署本臨時合約之人士才能夠簽署正式合約。

14. The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement.

正式合約將訂明：如賣方就買方之要求同意以簽訂取消合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之五之款項作為同意取消正式合約之代價(而並非作為懲罰)及買方須另外向賣方支付或補償(視屬何情況而定)所有有關取消正式合約之律師費、費用及支出(包括印花稅(如有))。

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

買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權力或權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方為公司者，須由相同之董事簽署本臨時合約及正式合約，並於簽署正式合約及繳付於簽署正式合約時須繳付的部分售價前不得變更或容許變更公司之董事或股東或其持股量。

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

於此買賣交易中買方須獨自負責及繳付(a)所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的律師費及代墊費用；(b)有關草擬公契及管理協議("公契")之費用及附於公契之圖則之費用的適當分攤；(c)準備本物業

的業權契據及文件的認證副本之一切費用；(d) 本物業的正式合約及轉讓契之所有圖則費；(e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用；及(f) 本物業任何按揭(如有)之法律費用及其他支出。買方亦須在成交收樓之前，按照正式合約及公契向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方律師代表其處理正式合約、按揭或其後的轉讓契事宜，則買賣雙方須負擔及支付各自的有關擬備、完成交易、加蓋印花及登記正式合約及其後的轉讓契的律師費和代墊付費用。為免生疑問，買方在任何情況下均需負責支付上述(b)至(f)項之費用。

17. The sale and purchase of the Property shall be completed within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.  
本物業的買賣須於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期後的十四日內完成。
18. All further deposits, part payments of the Purchase Price (if any) and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.  
所有加付訂金、售價的部分付款(如有)及售價餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師作抬頭人支付。
19. Time shall in every respect be of the essence of this Preliminary Agreement.  
就每一方面而言，時間為本臨時合約的關鍵元素。
20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.  
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. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry upon termination of this Preliminary Agreement.  
如買方或其代表人已將本臨時合約在土地註冊處註冊，買方特此授權賣方在本臨時合約終止時單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約在土地註冊處的登記冊或紀錄的註冊。
22. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.  
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
23. The Vendor hereby reserves the right to alter the building plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement whenever the Vendor considers necessary, provided that the Vendor shall notify the Purchaser in writing within 14 days after such alteration(s) having been approved by the Building Authority.  
賣方在此保留根據正式合約的條文於其認為有需要時修改與本物業及/或發展項目有關的建築圖則的權利，惟賣方須於建築事務監督批准有關修改之後計 14 日內以書面通知買方。
24. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.  
賣方保留權利更正有關本物業售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
25. If the Property consists of residential unit(s) as well as any parking space(s), the Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.  
如本物業包括住宅單位也同時包括停車位，本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
26. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.  
本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立任何非書面買賣協議或買賣協議。
27. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.  
本臨時買賣合約取代雙方過往所有之談判、陳述、理解及協議。
28. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence / registered address or telephone number.  
買方如有更改通訊/註冊地址或電話號碼，須立即以書面通知賣方。
29. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.  
本臨時合約之中文版本乃英文版本的譯本，僅供參考之用。如有任何歧義、不一致或爭議，概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.  
買方已細閱本臨時合約，並完全明白及同意其內容。

Purchaser's Signature  
買方簽署

For and on behalf of the Vendor  
代表賣方簽署  
Grand Ample Real Estate Agency Limited

Schedule 1 附表一

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

External Wall 外牆	: External wall tile, metal cladding, metal louvre and curtain wall 外牆瓷磚、金屬飾面, 金屬百葉及玻璃幕牆
Internal wall and ceiling 內牆及天花板	: Wall: Exposed surface plastered and painted with emulsion paint; Ceiling: Exposed surface plastered and painted with emulsion paint; gypsum board bulkhead finished with emulsion paint 牆壁: 外露部份批盪後再髹乳膠漆; 天花板: 外露部分批盪後再髹乳膠漆, 石膏板假陣髹上乳膠漆
Flooring 地板	: Living room / Dining room: Floor: Engineered timber flooring with tile border at open kitchen and reconstituted stone border at balcony sliding door access; Skirting: Engineered timber 客廳/飯廳: 地板: 複合木地板配以瓷磚邊緣於開放式廚房及人造石邊緣於露台趟門; 牆腳線: 複合木  Bedroom: Floor: Engineered timber flooring; Skirting: Engineered timber 睡房: 地板: 複合木地板; 牆腳線: 複合木
Entrance door 大門	: Fire-rated solid core timber door with Timber veneer 防火實心木門配以木皮飾面
Bathroom 浴室	: Sanitary fitments; Wall: Tile, glass and metal on exposed surface run up to false ceiling; Floor: Tile on exposed surface; Ceiling: Gypsum board false ceiling with emulsion paint and metal false ceiling 衛生設備; 牆壁: 外露位置鋪砌瓷磚、玻璃及金屬鋪至假天花; 地板: 外露位置鋪砌瓷磚; 天花板: 石膏板假天花髹上乳膠漆及金屬假天花
Kitchen (including Open Kitchen) 廚房(包括開 放式廚房)	: Wall of Kitchen (except Open Kitchen): Mirror, metal and tile on exposed surface run up to false ceiling; Wall of Open Kitchen: Mirror, metal, plastic laminate and tile on exposed surface run up to false ceiling; Floor of Kitchen (except Open Kitchen): Tile on exposed surface; Floor of Open kitchen: Tile and engineered timber flooring on exposed surface; Ceiling of Kitchen (except Open Kitchen): Painted gypsum board false ceiling and metal false ceiling; Ceiling of Open kitchen: Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint; Cooking Bench: Solid surfacing; Stainless steel sink unit; Hot and cold water mixer; Timber kitchen cabinet finishes with plastic laminate and metal. 廚房(開放式廚房除外)牆壁: 外露位置鋪砌鏡、金屬及瓷磚至假天花; 開放式廚房牆壁: 外露位置鋪砌鏡、金屬、膠板面板及瓷磚至假天花; 廚房(開放式廚房除外)地板: 外露位置鋪砌瓷磚 開放式廚房地板: 外露位置鋪砌瓷磚及複合木地板 廚房(開放式廚房除外)天花板: 石膏板假天花髹上油漆及金屬假天花 開放式廚房天花板: 外露部分批盪後再髹乳膠漆, 石膏板假陣髹上乳膠漆 灶台: 實體面材; 不銹鋼洗滌盆, 冷熱水龍頭; 木廚櫃配以膠板面板及金屬

## Appliance Schedules 設備說明表:

<b>Phase 2 Tower 1 第 2 期第 1 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A1, A2, A3 & A5) 所有單位 (A1, A2, A3 及 A5 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A1, A2, A3 & A5 A1, A2, A3 及 A5 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats (except Flat A1) 所有單位 (A1 單位除外)
Induction Hob (3 Cooking Zones) 三頭電磁爐	Flat A1 A1 單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A2, A3, A5 & B2 A2, A3, A5 及 B2 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

<b>Phase 2 Tower 2 第 2 期第 2 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A5) 所有單位 (A5 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A5 A5 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A1, A3 & A5 A1, A3 及 A5 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

## Appliance Schedules 設備說明表:

<b>Phase 2 Tower 3 第 2 期第 3 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A3) 所有單位 (A3 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A3 A3 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A3 A3 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Steam Oven 蒸焗爐	All Flats 所有單位

<b>Phase 2 Tower 5 第 2 期第 5 座</b>	
Appliances 設備	Applicable to flats below 適用於以下單位
Multi Split Type Air-Conditioner 多聯分體式空調機	All Flats (except Flat A1, A2, A3, A5 & A6) 所有單位 (A1, A2, A3, A5 及 A6 單位除外)
Variable Refrigerant Volume Air-conditioner 可變冷媒流量空調機	Flat A1, A2, A3, A5 & A6 A1, A2, A3, A5 及 A6 單位
Water Heater 煤氣熱水爐	All Flats 所有單位
Exhaust Fan 抽氣扇	All Flats 所有單位
Thermo Ventilator 浴室寶	All Flats 所有單位
Telescopic Hood 抽油煙機	All Flats 所有單位
Induction Hob (2 Cooking Zones) 雙頭電磁爐	All Flats 所有單位
Domino Hob (Single Burner) 單頭氣體煮食爐	Flat A1, A2, A3, A5 & A6 A1, A2, A3, A5 及 A6 單位
Washer & Dryer 洗衣乾衣機	All Flats 所有單位
Refrigerator 雪櫃	All Flats 所有單位
Microwave Oven with Grill 微波燒烤爐	Flat A3 & A5 A3 及 A5 單位
Steam Oven 蒸焗爐	All Flats 所有單位

Schedule 2 附表二

In this Schedule 2, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表二中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

The measurements of the Property are as follows—

本物業的量度尺寸如下—

Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>1</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>2</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>3</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>5</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>6</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>7</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>8</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>9</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>10</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>11</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>12</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>16</u>	Flat 單位	<u>A5</u>
Phase 期數	<u>2</u>	Tower 座	<u>5</u>	Floor 樓	<u>17</u>	Flat 單位	<u>A5</u>

(a) the saleable area of the Property is 本物業的實用面積為-

71.497 平方米 square metres/ 770 平方呎，其中- square feet of which -

2.523 平方米 square metres/ 27 平方呎為露台的樓面面積； square feet is the floor area of the balcony;

1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;

-- 平方米 square metres/ -- 平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are -

空調機房的面積為 the area of the air-conditioning plant room is -- 平方米 square metres/ -- 平方呎 square feet;

窗台的面積為 the area of the bay window is -- 平方米 square metres/ -- 平方呎 square feet;

閣樓的面積為 the area of the cockloft is -- 平方米 square metres/ -- 平方呎 square feet;

平台的面積為 the area of the flat roof is -- 平方米 square metres/ -- 平方呎 square feet;

花園的面積為 the area of the garden is -- 平方米 square metres/ -- 平方呎 square feet;

停車位的面積為 the area of the parking space is -- 平方米 square metres/ -- 平方呎 square feet;

天台的面積為 the area of the roof is -- 平方米 square metres/ -- 平方呎 square feet;

梯屋的面積為 the area of the stairhood is -- 平方米 square metres/ -- 平方呎 square feet;

前庭的面積為 the area of the terrace is -- 平方米 square metres/ -- 平方呎 square feet;

庭院的面積為 the area of the yard is -- 平方米 square metres/ -- 平方呎 square feet.

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

Appendix 附件 C

**Vendor 賣方:** Kam Sheung Property Development Limited 錦上物業發展有限公司 (as “Owner” 作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

**Development 發展項目:** GRAND MAYFAIR 柏瓏

**Phase of the Development 發展項目期數:** GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

**Address 地址:** 29 Kam Ho Road^ 錦河路 29 號^

**Property 本物業:** Please refer to the Form of Tender 詳見投標表格

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記號碼:

**Date 日期:**

1. The Purchaser hereby confirms that the Purchaser
  - IS a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
  - IS NOT a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.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」。
  - 不是賣方的「有關連人士」。
2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
  - 就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：
  - (a) a director of the Vendor, or a parent, spouse or child of such a director;  
該人是賣方的董事，或該董事的父母、配偶或子女；
  - (b) a manager of the Vendor;  
該人是賣方的經理；
  - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;  
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
  - (d) an associate corporation or holding company of the Vendor;  
該人是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  
該人是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.  
該人是上述有聯繫法團或控股公司的經理。
3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor immediately.  
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾即時通知賣方。
4. 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抵觸或歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註：

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

Note 備註:

1. “**Manager**” has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors’ immediate authority.  
“**經理**” 具有《公司條例》(第 622 章)給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。
2. “**Private company**” has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member’s right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.  
“**私人公司**” 具有《公司條例》(第 622 章)給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司: (a) 限制成員轉讓股份的權利；及 (b) 將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及 (c) 禁止邀請公眾人士認購該公司的任何股份或債權證。
3. “**Associate corporation**” means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. “Subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-
  - (a) that other company-
    - (i) controls the composition of the board of directors of the first-mentioned company; or
    - (ii) controls more than half of the voting power of the first-mentioned company; or
    - (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
  - (b) the first-mentioned company is a subsidiary of any company which is that other company’s subsidiary.“**有聯繫法團**” 指 (a) 賣方的附屬公司或 (b) 賣方的控權公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如 :-
  - (a) 該另一間公司—
    - (i) 控制首述的公司董事局的組成；或
    - (ii) 控制首述的公司過半數的表決權；或
    - (iii) 持有首述的公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超逾某一指明數額之數，則該部分不計算在該股本內)；或
  - (b) 首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。
4. “**Holding company**” means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.  
“**控權公司**” 指(就賣方而言) 一家公司而賣方為該公司的附屬公司。

**Declaration of Relationship with the Owner**  
**與擁有人關係的聲明**

<b>The Owner 擁有人*</b> : Kam Sheung Property Development Limited 錦上物業發展有限公司
<b>Development 發展項目</b> : GRAND MAYFAIR 柏瓏
<b>Phase of the Development 發展項目期數</b> : GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期
<b>Address 地址</b> : 29 Kam Ho Road^ 錦河路 29 號^
<b>Property 本物業</b> : Please refer to the Form of Tender 詳見投標表格
<b>Purchaser 買方</b> :
<b>HKID Card No(s)/ Passport No(s)/ Business Registration No(s)</b> . 香港身份證號碼 / 護照號碼 / 商業登記號碼:
<b>Date 日期</b> :

請於以下適用的方格內填上「✓」號及所需資料，以確認與擁有人是否有相關關係。

Please fill in the appropriate box(es) below with a "✓" together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

- A.  本人／我等現確認本人／我等是獨立的第三者，並非擁有人的有關連人士。  
I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a) related party(ies) to the Owner.
- B.  本人／我等現確認本人／我等是擁有人之關連人士。  
I / We hereby confirm that I / we am / are (a) related party(ies) to the Owner.

本人／我等現進一步確認，本人／我等是：

I / We hereby further confirm that I / we am / are:

- 擁有人的董事 a director of the Owner
- 擁有人董事的父母 a parent of a director of the Owner (有關董事的姓名 name of the director: \_\_\_\_\_)
- 擁有人董事的配偶 a spouse of a director of the Owner (有關董事的姓名 name of the director: \_\_\_\_\_)
- 擁有人董事的子女 a child of a director of the Owner (有關董事的姓名 name of the director: \_\_\_\_\_)
- 擁有人的經理 a manager of the Owner  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- 擁有人經理的父母 a parent of a manager of the Owner (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- 擁有人經理的配偶 a spouse of a manager of the Owner (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- 擁有人經理的子女 a child of a manager of the Owner (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- 私人公司 a private company –
  - 而擁有人的董事屬其董事或股東 of which a director of the Owner is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
  - 而擁有人董事的父母屬其董事或股東 of which a parent of a director of the Owner is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
  - 而擁有人董事的配偶屬其董事或股東 of which a spouse of a director of the Owner is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)

This Form is for the Owner's internal use only.  
本表格只作擁有人的內部用途。

- (d)  而擁有人董事的子女屬其董事或股東 of which a child of a director of the Owner is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
- (e)  而擁有人的經理屬其董事或股東 of which a manager of the Owner is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- (f)  而擁有人的經理的父母屬其董事或股東 of which a parent of a manager of the Owner is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- (g)  而擁有人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Owner is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- (h)  而擁有人的經理的子女屬其董事或股東 of which a child of a manager of the Owner is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
10.  擁有人的有聯繫法團或控股公司 an associate corporation or holding company of the Owner
11.  擁有人的有聯繫法團或控股公司的董事 a director of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)
12.  擁有人的有聯繫法團或控股公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
13.  擁有人的有聯繫法團或控股公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
14.  擁有人的有聯繫法團或控股公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
15.  擁有人的有聯繫法團或控股公司的經理 a manager of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
16.  擁有人的有聯繫法團或控股公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)

This Form is for the Owner's internal use only.  
本表格只作擁有人的內部用途。

17.  擁有人的有聯繫法團或控權公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
18.  擁有人的有聯繫法團或控權公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)

備註 Remarks :

- 1) 「擁有人的控權公司」：西鐵物業發展有限公司 “holding company of the Owner” : West Rail Property Development Limited
  - 2) 「有聯繫法團」就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；  
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
  - 3) 「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；  
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
  - 4) 「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及  
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
  - 5) 「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。  
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).
- \* 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。“Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development.
- ^ 此臨時門牌號數有待確認。 This provisional street number is subject to confirmation.

本人/我等謹此聲明上述提供資料正確及完整。 I/We declare that the above information is accurate and complete.

本人/我等確認上述資料將根據擁有人的內部程序處理。 I / We acknowledge that the above information will be handled in accordance with the internal procedures of the Owner.

(1) 買家簽署 Signature of the Purchaser

\_\_\_\_\_  
日期 Date : \_\_\_\_\_

(2) 買家簽署 Signature of the Purchaser

\_\_\_\_\_  
日期 Date : \_\_\_\_\_

(3) 買家簽署 Signature of the Purchaser

\_\_\_\_\_  
日期 Date : \_\_\_\_\_

(4) 買家簽署 Signature of the Purchaser

\_\_\_\_\_  
日期 Date : \_\_\_\_\_

**Declaration of Relationship with the Agent of the Owner**  
**與擁有人的代理人關係的聲明**

**The Owner 擁有人\*: Kam Sheung Property Development Limited 錦上物業發展有限公司**

**The Agent of the Owner ("the Agent") 擁有人的代理人 ("代理人"): MTR Corporation Limited 香港鐵路有限公司**

**Development 發展項目: GRAND MAYFAIR 柏瓏**

**Phase of the Development 發展項目期數: GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期**

**Address 地址: 29 Kam Ho Road^ 錦河路 29 號^**

**Property 本物業: Please refer to the Form of Tender 詳見投標表格**

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:**

**Date 日期:**

請於以下適用的方格內填上「✓」號及所需資料，以確認與代理人是否有相關關係。

Please fill in the appropriate box(es) below with a "✓" together with the required information to confirm the existence of the relationship(s) concerned with the Agent or otherwise.

- A.  本人/我等現確認本人/我等是獨立的第三者，並非代理人的有關連人士。  
I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a) related party(ies) to the Agent.
- B.  本人/我等現確認本人/我等是代理人之有關連人士。  
I / We hereby confirm that I / we am / are (a) related party(ies) to the Agent.

本人/我等現進一步確認，本人/我等是：

I / We hereby further confirm that I / we am / are:

1.  代理人的董事 a director of the Agent
2.  代理人董事的父母 a parent of a director of the Agent (有關董事的姓名 name of the director: \_\_\_\_\_)
3.  代理人董事的配偶 a spouse of a director of the Agent (有關董事的姓名 name of the director: \_\_\_\_\_)
4.  代理人董事的子女 a child of a director of the Agent (有關董事的姓名 name of the director: \_\_\_\_\_)
5.  代理人的經理 a manager of the Agent  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
6.  代理人經理的父母 a parent of a manager of the Agent (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
7.  代理人經理的配偶 a spouse of a manager of the Agent (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
8.  代理人經理的子女 a child of a manager of the Agent (有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
9. 私人公司 a private company –
  - (a)  而代理人的董事屬其董事或股東 of which a director of the Agent is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
  - (b)  而代理人董事的父母屬其董事或股東 of which a parent of a director of the Agent is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
  - (c)  而代理人董事的配偶屬其董事或股東 of which a spouse of a director of the Agent is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)

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本表格只作代理人的內部用途。

- (d)  而代理人董事的子女屬其董事或股東 of which a child of a director of the Agent is a director or shareholder  
(有關董事的姓名 name of the director: \_\_\_\_\_)
- (e)  而代理人的經理屬其董事或股東 of which a manager of the Agent is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- (f)  而代理人的經理的父母屬其董事或股東 of which a parent of a manager of the Agent is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_ / \_\_\_\_\_)
- (g)  而代理人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Agent is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
- (h)  而代理人的經理的子女屬其董事或股東 of which a child of a manager of the Agent is a director or shareholder  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
10.  代理人的有聯繫法團或控權公司 an associate corporation or holding company of the Agent
11.  代理人的有聯繫法團或控權公司的董事 a director of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)
12.  代理人的有聯繫法團或控權公司的董事的父母 a parent of a director of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
13.  代理人的有聯繫法團或控權公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
14.  代理人的有聯繫法團或控權公司的董事的子女 a child of a director of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關董事的姓名 name of the director: \_\_\_\_\_)
15.  代理人的有聯繫法團或控權公司的經理 a manager of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)
16.  代理人的有聯繫法團或控權公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_) (職銜 job title: \_\_\_\_\_)

This Form is for the Agent's internal use only.  
本表格只作代理人的內部用途。

17.  代理人的有聯繫法團或控權公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_)(職銜 job title: \_\_\_\_\_)
18.  代理人的有聯繫法團或控權公司的經理的子女 a child of a manager of an associate corporation or holding company of the Agent  
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company: \_\_\_\_\_)  
(有關經理的姓名 name of the manager: \_\_\_\_\_)  
(隸屬部門 Department: \_\_\_\_\_)(職銜 job title: \_\_\_\_\_)

備註 Remarks :

- 1) 「擁有人的代理人的控權公司」：不適用 “holding company of the Agent of the Owner” : N/A
  - 2) 「有聯繫法團」就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；  
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
  - 3) 「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；  
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
  - 4) 「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及  
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
  - 5) 「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。  
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).
- \* 「擁有人」指發展項目日期數中的住宅物業的法律上的擁有人或實益擁有人。“Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development.
- ^ 此臨時門牌號數有待確認。This provisional street number is subject to confirmation.

本人/我等謹此聲明上述提供資料正確及完整。I/We declare that the above information is accurate and complete.

本人/我等確認上述資料將根據代理人的內部程序處理。I / We acknowledge that the above information will be handled in accordance with the internal procedures of the Agent.

(1) 買家簽署 Signature of the Purchaser

(2) 買家簽署 Signature of the Purchaser

\_\_\_\_\_

\_\_\_\_\_

日期 Date : \_\_\_\_\_

日期 Date : \_\_\_\_\_

(3) 買家簽署 Signature of the Purchaser

(4) 買家簽署 Signature of the Purchaser

\_\_\_\_\_

\_\_\_\_\_

日期 Date : \_\_\_\_\_

日期 Date : \_\_\_\_\_

**WARNING TO PURCHASERS  
PLEASE READ CAREFULLY**

**對買方的警告  
買方請小心閱讀**

**Vendor 賣方:** Kam Sheung Property Development Limited 錦上物業發展有限公司 (as “Owner” 作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

**Development 發展項目:** GRAND MAYFAIR 柏瓏

**Phase of the Development 發展項目期數:** GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

**Address 地址:** 29 Kam Ho Road^ 錦河路 29 號^

**Property 本物業:** Please refer to the Form of Tender 詳見投標表格

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記號碼:

**Date 日期:**

1. 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。
2. 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。
3. **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。**
4. 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。
5. You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this                      day of  
公曆                      年                      月                      日

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

Note 備註:

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。  
# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

**Declaration Regarding Intermediary**  
**關於中介人的聲明**

Appendix 附件 G

**Vendor 賣方:** Kam Sheung Property Development Limited 錦上物業發展有限公司 (as “Owner” 作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

**Development 發展項目:** GRAND MAYFAIR 柏瓏

**Phase of the Development 發展項目期數:** GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

**Address 地址:** 29 Kam Ho Road^ 錦河路 29 號^

**Property 本物業:** Please refer to the Form of Tender 詳見投標表格

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記號碼:

**Date 日期:**

The Purchaser hereby declares that \_\_\_\_\_ of \_\_\_\_\_ (EA Licence No. \_\_\_\_\_) (“the Intermediary”) has introduced the Purchaser to the sales office for the purchase of the Property under a Preliminary Agreement for Sale and Purchase under reference no. \_\_\_\_\_.

買方確認經由 \_\_\_\_\_ 之 \_\_\_\_\_ (地產代理牌照號碼 \_\_\_\_\_) (「中介人」) 介紹到售樓處簽署臨時買賣合約(編號為 \_\_\_\_\_) 購買上述物業。

The Purchaser and the Intermediary hereby confirm and declare as follows:-

買方及中介人謹此確認及聲明如下：

1. The Purchaser is introduced by the Intermediary to the Vendor’s sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.  
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.  
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、陳述或承諾，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、陳述或承諾向買方、中介人或任何其他他人負責。
3. 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 and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.  
除樓價、更改買賣合約及提供資料、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上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.  
買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。
5. 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抵觸或歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Signed by the Intermediary 中介人簽署

Note 備註:

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

**Declaration Regarding No Intermediary**  
**關於並無中介人的聲明**

Appendix 附件 G

<b>Vendor 賣方:</b>	<b>Kam Sheung Property Development Limited 錦上物業發展有限公司</b> (as “Owner” 作為「擁有人」)* <b>Grand Ample Limited 宏鍵有限公司 (as “Person so Engaged” 作為「如此聘用的人」) #</b>
<b>Development 發展項目:</b>	<b>GRAND MAYFAIR 柏瓏</b>
<b>Phase of the Development 發展項目期數:</b>	<b>GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏III, 柏瓏的第2期</b>
<b>Address 地址:</b>	<b>29 Kam Ho Road^ 錦河路29號^</b>
<b>Property 本物業:</b>	<b>Please refer to the Form of Tender 詳見投標表格</b>
<b>Purchaser 買方:</b>	
<b>HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:</b>	
<b>Date 日期:</b>	

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

1. The Purchaser attends the Vendor’s sales office to purchase the Property and sign a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.  
買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約，不經任何中介人參與。
2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.  
除樓價、更改買賣合約及提供資料、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收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
3. 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抵觸或歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Note 備註:

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

Personal Information Collection Statement (“PICS”)  
收集個人資料聲明(「本聲明」)

Appendix 附件 H

Vendor 賣方: Kam Sheung Property Development Limited 錦上物業發展有限公司(as “Owner”作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司(as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: GRAND MAYFAIR 柏瓏

Phase of the Development 發展項目期數: GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

Address 地址: 29 Kam Ho Road^ 錦河路 29 號^

Property 本物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:

Date 日期:

#### 部份A Part A

Grand Ample Real Estate Agency Limited (「本公司」、「我們」) 於收集閣下的個人資料(「個人資料」) 時將遵守《個人資料(私隱)條例》(香港法例第486章)的規定, 致力於保護閣下的私隱, 以及通知閣下若干事宜。

Grand Ample Real Estate Agency Limited ("Company", "we") complies with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of Laws of Hong Kong), is committed to safeguarding your privacy, and notifies you of certain matters when collecting personal information from you ("Personal Information").

就本個人資料收集聲明而言, 「信和集團」包括Sino Club Limited、信和地產代理有限公司、信和物業管理有限公司、信和護衛有限公司、恒毅環衛服務有限公司、信和停車場管理有限公司、皇家太平洋酒店、城市花園酒店、香港黃金海岸酒店、港島太平洋酒店、中環·石板街酒店、香港遨凱酒店、信和行政服務有限公司及其各自的控股公司、附屬公司、控股公司的同系附屬公司、聯營公司及附屬公司。

For the purposes of this Personal Information Collection Statement, “Sino Group” includes Sino Club Limited, Sino Real Estate Agency Limited, Sino Estates Management Limited, Sino Security Services Limited, Best Result Environmental Services Limited, Sino Parking Services Limited, The Royal Pacific Hotel & Towers, City Garden Hotel, Hong Kong Gold Coast Hotel, Island Pacific Hotel, The Pottinger Hong Kong, The Olympian Hong Kong, Sino Administration Services Limited, and their respective holding companies, subsidiaries, fellow subsidiaries of the holding companies, associated companies and affiliates.

#### 資料的收集 COLLECTION OF DATA

於閣下以實體或網上形式作購買物業意向或投標登記、簽訂購買物業協議、合約或確認書;或申請服務、會籍及於任何其他情況下當閣下提交要求或查詢, 或使用我們的網站及手機應用程式時, 閣下可能會被要求向我們提供個人資料。At the time of registration of intent or tender to purchase property, signing property purchase agreements, contracts or confirmation, application for membership, services in physical or online format and at any other time when you submit a request or enquiry, or use of our website(s) and mobile app(s), you may be asked to provide us with Personal Information.

閣下提供個人資料屬自願性質, 然而, 如果閣下不向我們提供相關的個人資料, 賣方就不能為閣下處理上述物業買賣, 閣下亦可能無法享用全部服務、活動或接收全部資料, 而且賣方/我們可能無法滿足閣下的其他要求或回應閣下的查詢。

The provision of your Personal Information is voluntary. However, if you do not provide us with relevant Personal Information, the Vendor will be unable to process the Sale and Purchase of the above Property for you, you may also not be able to be provided the services, activities or information in full and the Vendor/we may not be able to fulfill your other requests or respond to your inquiries.

如果閣下向我們提供任何第三方的個人資料, 閣下須確保已取得該第三方同意, 而且該第三方完全知悉我們的私隱政策, 包括本個人資料收集聲明。

If you provide Personal Information of any third parties to us, you must ensure that you have obtained the third party's consent and that the third party is fully aware of our Privacy Policy, including this Personal Information Collection Statement.

#### 收集個人資料的目的及用途 PURPOSE OF COLLECTION AND USE OF PERSONAL INFORMATION

我們所收集的個人資料將在香港境內用作以下用途:

The Personal Information we collect will be used for the following purposes inside Hong Kong:

- 考慮及處理閣下的申請及登記, 包括物業購買, 特別是認購指明物業; 申請 Sino Club 會籍、活動登記、帳戶登記申請; 處理閣下於問卷上的回應, 以及備存聯絡人名單以作通訊之用;  
considering and processing your application and registration, including property purchase, in particular, purchasing specified properties, application for Sino Club membership, event registration and account registration of Sino Club, processing your feedback in the questionnaire, and to maintain contact lists for correspondence;
- 與閣下通訊及向閣下提供有關上述物業資訊;  
communication with you and provision of information to you in relation to the above property;
- 評估及/或核實提供予我們的資料;  
assessing and/or verifying information supplied to us;

4. 由我們或任何其他人士（包括信和集團任何成員公司或任何其他企業、公司、法團、機構或組織）（統稱或個別稱「**相關人士**」）為閣下提供、管理及安排以下服務：會籍服務；活動服務；物業服務；和帳戶服務等；  
providing, administering and arranging for you the following services by us, or any other person including any member of the Sino Group or any other firm, company, corporation, body or organization (collectively or individually "**Relevant Person**"): membership services, event services, property services and account services, etc.;
5. 促進閣下與我們及／或任何信和集團成員公司間之溝通，包括閣下就對我們、任何信和集團成員及／或任何相關人士之設施、服務及／或產品之需要及期望作出的反饋；跟進閣下透過我們的網站、手機應用程式及／或其它方式提出的意見、問卷回應、查詢、或其他訊息；以及向閣下發送有關我們為閣下提供的服務的行政通訊及與信和集團或其成員公司業務相關的公告；  
facilitating our communications, and/or the communications of any member of the Sino Group with you, including feedback from you on your needs and expectations of facilities, services and/or products from us, any member of the Sino Group and/or any Relevant Person, following up on comments, surveys, enquiries and other messages that you submit to us through our website, mobile application and/or other means, and sending you administrative communications about our services provided to you as well as business-related announcements about the Sino Group or its members;
6. 進行內部控制、解決爭議、處理問題及執行我們的條款及細則；  
operating internal control, resolving disputes, troubleshooting problems and enforcing our terms and conditions;
7. 經閣下同意，我們會向閣下促銷產品、服務及其他主體（請參閱附件**直接促銷**一節）；  
with your consent, marketing products, services and other subjects to you (please refer to the **Direct Marketing** section in the appendix);
8. 進行研究及／或分析及／或編製統計數據以了解閣下的需要，從而設計全新及／或改善現有設施、服務及／或產品，或用作與我們的業務、信和集團任何成員公司或任何相關人士業務有關的其他用途；  
conducting research and/or analysis and/or to compile statistics to understand your needs so as to design new and/or enhancing existing facilities, services and/or products or for any other purposes in connection with our business, the business of any member of the Sino Group or any Relevant Person;
9. 遵守任何適用法律下的任何披露規定；  
complying with any disclosure requirements under any applicable law;
10. 防止、偵查及／或調查可能屬違法或有合理嫌疑涉及任何犯罪的活動；  
prevention, detection and/or investigation of activities that may be illegal or reasonably be suspected of committing any offence;
11. 保護信和集團任何成員公司及相關人士、我們的僱員、股東及其他人士的權利、財產或安全；及  
protecting the rights, property or safety of any member of the Sino Group and Relevant Person, our employees, members, and others; and
12. 與上述用途直接相關或附帶的任何其他用途。  
any other purpose directly relating or incidental to the above purposes.

#### **個人資料披露 DISCLOSURE OF PERSONAL INFORMATION**

我們將對所持有的個人資料保密，但我們可能會就上述用途向香港境內的以下多方或任何一方提供閣下的個人資料：

Personal Information held by us will be kept confidential but we may provide your Personal Information to the following parties or any of them inside Hong Kong for the purposes set out above:

1. 信和集團任何成員公司；  
any member of the Sino Group;
2. 向我們或信和集團任何成員公司提供行政、管理、電腦技術外判、雲端服務、支付處理、數據處理、營銷及研調、分銷、電訊、會計、審計服務的任何代理商、承包商或第三方服務提供商；  
any agent, contractor or third party service provider who provides administrative, management, computer technology outsourcing, cloud services, payment processing, data processing, marketing and research, distribution, telecommunications, accounting, auditing services to us or any member of the Sino Group;
3. 保險公司及顧問；  
insurance companies, and consultants;
4. 按法律規定或在法律允許的情況下，政府、執法、監管或其他機關。  
government, law enforcement, regulatory or other authorities where required by or otherwise permitted by law.

#### **查閱資料 ACCESS TO DATA**

閣下有權要求查閱及修改我們所持有閣下的個人資料。我們可能會就處理閣下查閱資料的要求而取收合理費用。

You have the right to request access to, and correction of, your Personal Information held by us. For data access requests, we may require payment of reasonable charges incurred by us in relation to administering and complying with your request.

如閣下希望核查我們是否持有閣下的個人資料、查閱我們所持有的個人資料或更正我們所持有不正確的個人資料，請聯絡九龍尖沙咀梳士巴利道尖沙咀中心 11 至 12 樓銷售經理。

If you wish to check whether we hold your Personal Information, access Personal Information held by us or correct your Personal Information held by us which is inaccurate, please contact Sales Manager at 11<sup>th</sup>-12<sup>th</sup>/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon.

此個人資料收集聲明乃屬我們的私隱政策的一部份，並受其約束。本集團私隱政策資料於本集團網址 [[https://www.sino.com/zh-HK/Special-Pages/Personal-Data-\(Privacy\)-Policy](https://www.sino.com/zh-HK/Special-Pages/Personal-Data-(Privacy)-Policy)] 提供。

This Personal Information Collection Statement is also part of and is subject to our Privacy Policies, information of which is provided in our website [[https://www.sino.com/en-US/Special-Pages/Personal-Data-\(Privacy\)-Policy.aspx](https://www.sino.com/en-US/Special-Pages/Personal-Data-(Privacy)-Policy.aspx)].

## 部份 B Part B

### **Sino Club 會員登記及升級 Registration and Upgrade of Sino Club Membership**

若認購人（「認購人」、「閣下」、「本人」）選擇成為 Sino Club 會員（「同意選擇」），認購人同意登記為 Sino Club 會員及（若認購人已為 Sino Club 會員及於任何時候訂立購買指定住宅物業任何單位的臨時買賣合約（下稱「買賣合約」））升級成為 Sino Club 尊尚會員並同意 Grand Ample Real Estate Agency Limited（「本公司」或「我們」）將認購人在本表格及（若適用）買賣合約內的個人資料及所購的指定住宅物業單位的資料（「個人資料」）移轉/提供至 Sino Club Limited 作申請及登記會籍或，（按情況）升級成為尊尚會員及作資料核對之用。Sino Club Limited 會將在本表格提供的姓名、電郵及手提電話號碼，與存於其會員檔案的資料作核對，以核實認購人是否為現有 Sino Club 會員。如尚未為 Sino Club 的會員，認購人將登記為 Sino Club 會員。若認購人被登記為 Sino Club 普通會員或已為 Sino Club 普通會員，及已訂立買賣合約，則認購人將會升級為尊尚會員。認購人作出同意選擇後，即視為確認已詳閱、明白並同意遵守 Sino Club 會員守則 (<https://www.sinoclub.com/tc/terms-and-conditions>) 及個人資料（私隱）政策 (<https://www.sinoclub.com/tc/privacy-policy>) 及個人資料收集聲明 (<https://www.sinoclub.com/tc/personal-information-collection-statement>) 並聲明以上填報資料均屬真實、正確及完整。本公司亦於售樓部存放 Sino Club 會員守則及個人資料（私隱）政策及個人資料收集聲明之實體文本可供審閱。

By agreeing to register as a Sino Club Member(s) (“Registration Agreement”), applicant(s) (“Applicant(s)” or “you”) agree to register as Sino Club Member(s) and, (if Applicant(s) is/are existing Sino Club Member(s) and has/have at any time entered into preliminary agreement for purchase of any unit in the specified residential property (“Preliminary Agreement”), upgrade as Sino Club Privilege Member(s) and agree Grand Ample Real Estate Agency Limited (“Company” or “we”) to transfer/provide to Sino Club Limited personal information of Applicant(s) and particulars of unit in the specified residential property purchased by Applicant(s) (“Personal Information”) in this form and, if applicable, in the Preliminary Agreement for processing the membership application and registration or, as the case may be, upgrade of membership and for data matching. Sino Club Limited will match name, email and mobile number provided in this form with those information of its members kept in its record to check if Applicant(s) is/are existing Sino Club member(s). New member registration will be processed if Applicant(s) is/are not yet Sino Club member(s). If Applicant(s) is/are existing or has/have become Sino Club Ordinary member(s) and Applicant(s) has/have entered into Preliminary Agreement, Applicant(s) shall be upgraded to Privilege member(s). By submitting the Registration Agreement, Applicant(s) hereby confirm that Applicant(s) has/have read, understand and agree to be bound by the Terms and Conditions (<https://www.sinoclub.com/en/terms-and-conditions>), the Customer Data (Privacy) Policy (<https://www.sinoclub.com/en/privacy-policy>), and Personal Information Collection Statement (<https://www.sinoclub.com/en/personal-information-collection-statement>) of Sino Club, copies of which are also available for inspection at the Company’s sales office. Applicant(s) also declare that all information supplied by Applicant(s) is true, correct and complete.

### **直接促銷 DIRECT MARKETING**

我們欲將閣下的個人資料作直接促銷之用，惟須就此用途取得閣下同意(包括表明不反對)。謹請留意：

We intend to use your Personal Information in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note:

1. 閣下的姓名及聯絡資料可能用於直接促銷；  
your name and contact information may be used by us for direct marketing;
2. 我們可能會向閣下促銷下列各類產品、服務及主體：  
the following classes of products, services and subjects may be marketed:
  - a. 工業物業、辦公室、商舖、商場、住宅物業及存儲空間的投資、銷售及租賃服務；  
investment, sale and leasing services with respect to industrial properties, offices, shops, shopping malls, residential properties and storage spaces
  - b. 物業管理服務，例如保安、泊車、衛生、清潔服務及／或保安服務；  
property management services such as security, parking, hygiene, cleaning and/or security services;
  - c. 企業資訊；  
corporate information;
  - d. 藝術、文化、休閒及／或娛樂服務；  
arts, cultural, leisure and/or entertainment services;
  - e. 環境保護、義工及社區活動服務；  
environmental protection, volunteer and community events services;
  - f. 酒店、提供居間相關產品及服務、會議設施及服務、旅遊、旅行團、水療、航行、遊艇及鄉村俱樂部；  
hotels, hospitality-related products and services, conference facilities and services, travel, tours, spas, sailing, yachts, and country clubs;
  - g. 食品及飲料、餐廳、餐飲、糖果及雜貨、酒類、家居用品、一般商品、健康及美容、藥物、嬰兒／兒童／教育或寵物產品及服務、文具及書籍、時尚用品及配飾、珠寶及手錶、傢俱、運動及休閒設備、電子產品及電器、音樂、汽車相關服務、金融服務／產品、旅遊／居間／生活服務以及電子商務（包括交易和支付平台及網上拍賣）之零售促銷；  
Retail promotion of food & beverages, restaurants, catering, confectionary & groceries, wine and liquor, household products, general merchandise, health & beauty, pharmaceuticals, baby/ children/ educational or pet products & services, stationery & books, fashion items & accessories, jewelry & watches, furniture, sports & leisure equipment, electronics & electrical appliances, music, motor related services, financial services/products, travel/ hospitality/ lifestyle services, and e-commerce (including trading and payment platforms and online auctions);

- h. 信和集團任何成員公司管理或營運的會籍、顧客忠誠計劃、積分及獎勵計劃；  
membership, loyalty, bonus point and reward programmes managed or operated by any member of Sino Group;
3. 上述產品、服務及主體可由我們及／或信和集團任何成員公司提供；及  
the above products, services and subjects may be provided by us and/or any member of the Sino Group; and
4. 除由我們促銷上述產品、服務及主體之外，我們還可能向信和集團其他成員公司提供閣下的姓名及聯絡資料，以供他們用作直接促銷上述產品、服務及主體，惟我們須就此用途取得閣下書面同意（包括表明不反對）。  
in addition to marketing the above products, services and subjects ourselves, we may provide your name and contact information to other members of the Sino Group for use by them in direct marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose.

就部份 A 而言，本人確認及知悉其中之內容及條款。就部份 B 而言，本人明白，本人於下方簽名，及沒有剔選下面方框，即表示本人同意登記為 Sino Club 會員或（按情況）升級成為 Sino Club 尊尚會員；已詳閱、明白並同意遵守 Sino Club 會員守則及個人資料（私隱）政策；或及同意 Grand Ample Real Estate Agency Limited 提供及轉移本人的姓名及聯絡資料予信和集團其他成員公司以作直接促銷之用。

In terms of Part A, I hereby confirm and acknowledge the contents and the terms contained therein. In terms of Part B, I understand that with my signature below without ticking the below box(es), I consent to register for Sino Club membership or (as the case may be) upgrade as Sino Club Privilege Member(s), have read, understand and agree to be bound by the Terms and Conditions and the Customer Data (Privacy) Policy of Sino Club, and/or consent for Grand Ample Real Estate Agency Limited to provide and transfer to members of Sino Group of my name and contact information for direct marketing purposes.

- 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.
- 本人不同意 Grand Ample Real Estate Agency Limited 提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Grand Ample Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

\_\_\_\_\_ (Signature) (簽署)

\_\_\_\_\_ (Name) (姓名)

Date: 日期:

- 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.
- 本人不同意 Grand Ample Real Estate Agency Limited 提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Grand Ample Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

\_\_\_\_\_ (Signature) (簽署)

\_\_\_\_\_ (Name) (姓名)

Date: 日期:

- 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.
- 本人不同意 Grand Ample Real Estate Agency Limited 提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Grand Ample Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

\_\_\_\_\_ (Signature) (簽署)

\_\_\_\_\_ (Name) (姓名)

Date: 日期:

- 本人不同意登記為 Sino Club 會員。I do not agree to register as Sino Club Member.
- 本人不同意 Grand Ample Real Estate Agency Limited 提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。I do not agree for Grand Ample Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the “Direct Marketing” section above.

\_\_\_\_\_ (Signature) (簽署)

\_\_\_\_\_ (Name) (姓名)

Date: 日期:

Note 備註:

- \* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項日期數中的住宅物業的法律上的擁有人或實益擁有人。
- # “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

**PERSONAL INFORMATION COLLECTION STATEMENT**  
**(Kam Sheung Property Development Limited) (“PICS”)**  
**收集個人資料聲明(錦上物業發展有限公司)(「本聲明」)**

Appendix 附件 I

**GRAND MAYFAIR III**

**Vendor 賣方:** Kam Sheung Property Development Limited 錦上物業發展有限公司(as “Owner”作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司(as “Person so Engaged” 作為「如此聘用的人」)#

**Development 發展項目:** GRAND MAYFAIR 柏瓏

**Phase of the Development 發展項目期數:** GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

**Address 地址:** 29 Kam Ho Road^ 錦河路 29 號^

**Property 本物業:** Please refer to the Form of Tender 詳見投標表格

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記號碼:

**Date 日期:**

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

## 1. 私隱 Privacy

1.1. Kam Sheung Property Development Limited (錦上物業發展有限公司) (“KSPDL”, “we”, “our” or “us”) respects legal rights or privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

錦上物業發展有限公司(Kam Sheung Property Development Limited) (「錦上物業公司」、「我們」或「我們的」)在收集、儲存、使用及傳送個人資料時，尊重法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《個人資料(私隱)條例》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

1.2. Please read the following carefully to understand our policy and practices regarding how personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

請細閱下文，以便理解我們在如何處理個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。

1.3. In this PICS, “personal data” means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status and family members, the employer of you and your family members, your income) from which it is practicable for the identity of an individual to be ascertained.

在本聲明內，「個人資料」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證、護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況及家庭成員、閣下及家庭成員的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

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

如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。

## 2. Purposes for which we will use the personal data collected 我們將會使用收集到的個人資料作何等用途

2.1. We collect the personal data of you and (if necessary) your family members when you engage with KSPDL with a view to purchasing or leasing a property in one of our property developments. The collection of personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

當閣下與錦上物業公司接洽，以購買或租賃在其中一個我們的物業發展項目的物業時，我們會收集閣下及（如有需要）閣下的家庭成員的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，個人資料可能會被收集。

- 2.2. The purposes for which we may use your personal data are divided into obligatory purposes and voluntary purposes. If personal data is to be used for an obligatory purpose, you MUST provide the personal data of you and (if necessary) your family members to us. If personal data is only to be used for a voluntary purpose, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

我們可能將個人資料用途分為強制性用途及自願性用途。如果個人資料是用作強制性用途，閣下必須向我們提供閣下及（如有需要）閣下的家庭成員的私人資料。如果個人資料只是用作自願性用途，閣下可完全自願決定是否希望向我們提供資料。

- A. Purposes for which it is obligatory for you to provide the personal data of you and (if necessary) your family members are: 閣下必須提供閣下及（如有需要）閣下的家庭成員的個人資料所作的用途為：
- (a) all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;  
磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
  - (b) processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;  
處理發出帳號及付款、釐定尚欠款，以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
  - (c) handling and following up service calls, enquiries and complaints;  
處理及跟進服務電話通話、查詢及投訴；
  - (d) verification of your identity;  
核實閣下的身份；
  - (e) complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on KSPDL and its subsidiaries and affiliates (collectively, “KSPDL Group”) and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which KSPDL or KSPDL Group companies are obliged or expected to comply;  
符合根據(i)對錦上物業公司及其附屬公司和相關聯公司(合稱為「**錦上物業公司集團**」)具有約束力的任何法律及(ii)由監管機構或其他機構(包括行業及自律監管團體)所發出而錦上物業公司或錦上物業公司集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
  - (f) enabling an actual or proposed assignee, transferee or successor of KSPDL of all or part of its business to evaluate the relevant transaction; and  
使錦上物業公司一切或部分業務的實際或擬定受讓人、承讓人或繼承人能夠評估相關的交易；及
  - (g) purposes directly relating to any of the above purposes.  
與任何上述用途直接有關的用途。
- B. Purposes for which it is only **voluntary** for you to provide your personal data are:  
閣下可**自願**提供的個人資料所作的用途為：

Not Applicable 不適用

### 3. Disclosure 披露

- 3.1. In cases where we do collect personal data from you, we will:  
若我們向閣下收集個人資料，我們將會：
- (a) tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;  
(以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
  - (b) where relevant, give you the opportunity to object to a particular use of personal data; and

如屬有關的話，給予閣下機會反對個人資料被用作某特定用途；及

- (c) tell you how we will store personal data and how you can review, change and delete the personal data we have stored.  
告知閣下我們將會如何儲存個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。
- 3.2. We will take all practicable steps to keep the personal data collected confidential but we may transfer / assign such data to the following parties:  
我們將採取所有切實可行的步驟，以保密收集到的個人資料，但我們可向下列人士轉移／轉讓該等資料：
- (a) if KSPDL decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;  
如果錦上物業公司決定出售其業務的任何相關部分，則向前述出售業務的任何實際或擬定受讓人、承讓人或繼承人；
- (b) The developer of our property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of our property development;  
向包含我們正在出售及租賃物業之錦上物業公司的物業發展項目的發展商及擔保或保證發展商就我們的物業發展項目的建築責任的發展商擔保人；
- (c) Any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to KSPDL with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;  
向錦上物業公司提供有關其業務營運及貫徹在上文第2段內所列用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三者服務提供者—該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們的律師，或者協助我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；
- (d) Any person to whom KSPDL is under an obligation to make disclosure under the requirements of (i) any law binding on KSPDL or other KSPDL Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which KSPDL or any other KSPDL Group companies are obliged or expected to comply;  
根據(i)對錦上物業公司或其他錦上物業公司集團公司具有約束力的任何法律及(ii)由監管機構或其他機構(包括行業及自律監管團體)所發出而錦上物業公司或任何其他錦上物業公司集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，錦上物業公司有責任向其作出披露的任何人士；
- (e) to entities to whom you have expressly agreed that we may disclose the personal data of you and your family members.  
向閣下已明示同意我們可向其披露閣下及(如有需要)閣下的家庭成員的個人資料的其他方。

#### 4. Security 保安

Except as mentioned in paragraph 3 above, personal data, however stored, will be accessed only by our employees, agents or contractors who are authorized to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorized personnel of KSPDL or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

除在上文第3段內所述外，個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的錦上物業公司人員或錦上物業公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

#### 5. Use of Personal Data in Legal Proceedings 在法律程序中使用個人資料

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

#### 6. Your Right to Access and Correction 閣下的查閱及改正權利

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete you or your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

閣下可隨時要求查閱並更正正在我們的任何紀錄中與閣下有關係的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在 40 天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

## 7. Personal Data Privacy Officer 個人資料私隱主任

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

Personal Data Privacy Officer of KAM SHEUNG PROPERTY DEVELOPMENT LIMITED  
(Marked Confidential)

Address: 22nd Floor, MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong  
Email: [PDPO@mtr.com.hk](mailto:PDPO@mtr.com.hk)

如欲 (1) 要求 (i) 查閱資料或改正資料，(ii) 索取有關我們在個人資料方面的政策及實務的一般資料，及 (iii) 查詢有關我們持有的個人資料種類，及 (2) 提出一般問題及投訴，應致以下人士：

錦上物業發展有限公司個人資料私隱主任  
(註明「保密」字樣)  
地址：香港九龍九龍灣德福廣場港鐵總部大樓 22 樓  
電郵：PDPO@mtr.com.hk

## 8. Retention of Data 資料的保留

We will keep your personal data only for as long as necessary to fulfill the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed. 我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

## 9. Acknowledgement 確認

Please sign below to indicate your understanding of and agreement to the above provisions.  
請在下方簽署以示閣下理解及同意以上條文。

SIGNATURE OF PURCHASER 買方簽署： \_\_\_\_\_

NAME OF PURCHASER 買方姓名： \_\_\_\_\_

DATE 日期： \_\_\_\_\_

Personal Information Collection Statement (MTR CORPORATION LIMITED) (“PICS”)  
收集個人資料聲明(香港鐵路有限公司)(「本聲明」)

Vendor 賣方: Kam Sheung Property Development Limited 錦上物業發展有限公司(as “Owner”作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司(as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: GRAND MAYFAIR 柏瓏

Phase of the Development 發展項目期數: GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

Address 地址: 29 Kam Ho Road^ 錦河路 29 號^

Property 本物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:

Date 日期:

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

## 1. Your Privacy 閣下的私隱

1.1 MTR Corporation Limited (香港鐵路有限公司) ("MTR Corporation", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the **Personal Data (Privacy) Ordinance** (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

香港鐵路有限公司 (MTR Corporation Limited) (「港鐵公司」、「我們」或「我們的」)在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《個人資料(私隱)條例》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

1.2 Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。

1.3 In this PICS, "**personal data**" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.

在本聲明內，「個人資料」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況、閣下的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

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

如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。

## 2. Purposes for which we will use your personal data 我們將會使用閣下的個人資料作何等用途

2.1 We collect your personal data when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

當閣下與港鐵公司接洽，以購買或租賃在其中一個我們的物業發展項目內的物業時，我們會收集閣下的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，閣下的個人資料可能會被收集。

2.2 The purposes for which we may use your personal data are divided into **obligatory purposes** and **voluntary purposes**. If personal data is to be used for an **obligatory purpose, you MUST provide your personal data to us**. If personal data is only

to be used for a **voluntary purpose**, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

我們可能將閣下的個人資料用作的用途分為**強制性用途**及**自願性用途**。如果個人資料是用作**強制性用途**，閣下**必須**向我們提供閣下的個人資料。如果個人資料只是用作**自願性用途**，閣下可完全自願決定是否希望向我們提供該資料。

A. Purposes for which it is **obligatory** for you to provide your personal data are:

閣下**必須**提供閣下的個人資料所作的用途為：

- (a) all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;  
磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
- (b) processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;  
處理發出帳單及付款、釐定尚欠款額，以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
- (c) handling and following up service calls, enquiries and complaints;  
處理及跟進服務電話通話、查詢及投訴；
- (d) verification of your identity;  
核實閣下的身份；
- (e) complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group**") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;  
符合根據 (i) 對港鐵公司及其附屬公司和相關聯公司(合稱為「**港鐵集團**」)具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
- (f) enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and  
使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及
- (g) purposes directly relating to any of the above purposes.  
與任何上述用途直接有關的用途。

B. Purposes for which it is only **voluntary** for you to provide your personal data are: Not Applicable

閣下可**自願**提供閣下的個人資料所作的用途為：不適用

### 3. Disclosure 披露

3.1 In cases where we do collect personal data from you, we will:

若我們向閣下收集個人資料，我們將會：

- (a) tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;  
(以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
- (b) where relevant, give you the opportunity to object to a particular use of your personal data; and  
如屬有關的話，給予閣下機會反對閣下的個人資料被用作某特定用途；及
- (c) tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.  
告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。

3.2 We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

我們將採取所有切實可行的步驟，以保密閣下的個人資料，但我們可向下列人士轉移/轉讓該等資料：

- (a) if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;

如果港鐵公司決定出售其業務的任何相關部分，則向前述出售業務的任何實際或擬定受讓人、承轉人或繼承人；

- (b) the developer of our property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of our property development;

向包含我們正在出售及租賃物業之港鐵公司的物業發展項目的發展商及擔保或保證發展商就我們的物業發展項目的建築責任的發展商擔保人；

- (c) any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;

向港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三方服務提供者 – 該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們的律師，或者協助我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；

- (d) any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;

根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；

- (e) to entities to whom you have expressly agreed that we may disclose your personal data .

向閣下已明示同意我們可向其披露閣下的個人資料的其他方。

#### 4. Security 保安

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

除在上文第 3 段內所述外，閣下的個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的港鐵公司人員或港鐵公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

#### 5. Use of Personal Data in Legal Proceedings 在法律程序中使用個人資料

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

#### 6. Your Right to Access and Correction 閣下的查閱及改正權利

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete you or your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

閣下可隨時要求查閱並更正在我們的任何紀錄中與閣下有關的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在 40 天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

#### 7. Personal Data Privacy Officer 個人資料私隱主任

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

如欲 (1) 要求 (i) 查閱資料或改正資料，(ii) 索取有關我們在個人資料方面的政策及實務的一般資料，及 (iii) 查詢有關我們持有的個人資料種類，及 (2) 提出一般問題及投訴，應致予以下人士：

Personal Data Privacy Officer

Legal Department

(Marked Confidential)

Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong

Email: PDPO@mtr.com.hk

個人資料私隱主任

法律部

(註明「保密」字樣)

地址：香港九龍九龍灣德福廣場港鐵總部大樓

電郵：PDPO@mtr.com.hk

#### 8. Retention of Data 資料的保留

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed.

我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

#### 9. Acknowledgement 確認

Please sign below to indicate your understanding of and agreement to the above provisions.

請在下方簽署以示閣下理解及同意以上條文。

SIGNATURE OF PURCHASER 買方簽署：

\_\_\_\_\_

NAME OF PURCHASER 買方姓名：

\_\_\_\_\_

DATE 日期：

\_\_\_\_\_

Purchaser's Acknowledgement Letter relating to Open Kitchen  
有關開放式廚房之買方確認函

**Vendor 賣方:** Kam Sheung Property Development Limited 錦上物業發展有限公司(as “Owner” 作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司(as “Person so Engaged” 作為「如此聘用的人」)#

**Development 發展項目:** GRAND MAYFAIR 柏瓏

**Phase of the Development 發展項目期數:** GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

**Address 地址:** 29 Kam Ho Road^ 錦河路 29 號^

**Property 本物業:** Please refer to the Form of Tender 詳見投標表格

**Purchaser 買方:**

**HKID Card No(s)/ Passport No(s)/ Business Registration No(s).** 香港身份證號碼 / 護照號碼 / 商業登記號碼:

**Date 日期:**

1. I/We hereby acknowledge that I/we am/are aware of and understand and accept prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property that under the Deed of Mutual Covenant and Management Agreement in respect of the Development that has been executed (the “DMC”), owners of the residential units shall at their own costs and expenses observe and comply with the provisions set out in Clause 23 of Section E of the DMC (extract of the provisions is attached hereto for easy reference) and shall cause the tenants and occupiers of the Property to observe and comply with the same.  
本人/吾等確認在本人/吾等簽署本物業之臨時買賣合約前，已明白及接受按照已簽立的發展項目之公契及管理協議（以下簡稱「公契」）規定，住宅單位業主須自費遵守及履行公契內 E 章第 23 條所列之條文（為方便參考，該等條文之摘要已附於本函），本人/我們並須促使本物業之租客及佔用人遵守及履行該等條文。
2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to actual terms set out in the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the DMC (which are available at the sales office) and seek professional advice for details.  
本人/吾等確認明白摘要為相關公契條文之概要，僅供參考，一切均以公契內所載之條文為準，另本人/吾等亦確認於簽訂本物業臨時買賣合約前已獲建議細閱公契文本（於售樓處有所提供）及尋求專業意見以獲取詳情。
3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.  
本人/吾等確認及聲明本人/吾等同意購入本物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。
4. In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.  
如本函之中英文文本有任何抵觸或歧義，一切以英文文本為準。

Signature(s) of Purchaser 買方簽署

Note 備註:

\* “Owner” means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。

Extracts of Clause 23 of Section E of the DMC

公契 E 章第 23 條之摘要

The following provisions are applicable to Residential Units with Open Kitchen :

以下條文適用於有開放式廚房的住宅單位：

(a) The Owner of any Residential Unit with open kitchen shall at his sole cost and expense:

任何設有開放式廚房的住宅單位業主應自行承擔費用和開支：

(i) Observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Residential Unit to observe and comply with the same; and

遵守及履行消防安全管理計劃以及管理人就實施消防安全管理計劃而隨時發布或給出的任何指南或指示，並確保其住宅單位的租戶和其他佔用人遵守及履行上述指南或指示；及

(ii) repair, maintain, replace and keep in good repair and condition the equipment apparatus and facilities which serve exclusively his Residential Unit including the fire fighting and protection installations, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of the other Units.

修理、維護、更換並保持其住宅單位專用的設備裝置和設施處於良好的維修和狀態，包括消防和保護裝置、煙霧探測器、火災報警器、噴水滅火系統、花灑頭、自動火災偵測裝置，以避免對其他單位的業主或佔用人造成任何損失、損害、滋擾或煩擾。

(b) Without prejudice to the generality of sub-clause (a) above, the Owner of any Residential Unit with open kitchen shall at his sole cost and expense comply with the following conditions :

在不影響上文 (a) 款的一般性的前提下，任何設有開放式廚房的住宅單位的業主應自行承擔費用並遵守以下條件：

(i) smoke detectors provided inside the Residential Unit and at the common lobby outside the Residential Unit should not be removed or obstructed;

不得拆除或阻塞住宅單位內及住宅單位外公共走廊的煙霧偵測器；

(ii) sprinkler head provided at the ceiling immediately above the open kitchen should not be removed or obstructed;

不得拆除或阻塞開放式廚房上方天花板上的花灑頭；

(iii) the full height 600mm width wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Residential Unit should not be removed; and

不應拆除靠近住宅單位出口門的 600 毫米寬，防火等級不低於-/30/30 的全高牆壁；及

(iv) the fire service installations in (i) and (ii) above should be subject to annual check conducted by the Manager's registered fire service installation contractor.

上述 (i) 及 (ii) 項的消防裝置須接受管理人的註冊消防裝置承辦商每年檢查。

Purchaser's Acknowledgement Letter relating to Built-in Shoe Cabinet  
關於嵌入式鞋櫃之買方確認函

Vendor 賣方: Kam Sheung Property Development Limited 錦上物業發展有限公司(as "Owner" 作為「擁有人」)\*  
Grand Ample Limited 宏鍵有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Development 發展項目: GRAND MAYFAIR 柏瓏

Phase of the Development 發展項目期數: GRAND MAYFAIR III, Phase 2 of GRAND MAYFAIR 柏瓏 III, 柏瓏的第 2 期

Address 地址: 29 Kam Ho Road^ 錦河路 29 號^

Property 本物業: Please refer to the Form of Tender 詳見投標表格

Purchaser 買方:

HKID Card No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記號碼:

Date 日期:

I/We hereby acknowledge and confirm that I/we am/are aware of and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property (the "PASP"):-

本人/吾等謹此確認在本人/吾等簽署本物業之臨時買賣合約(「臨時合約」)前, 已知悉並接納以下事項及其所有影響:

1. A built-in shoe cabinet ("Shoe Cabinet") will be provided in the Property upon completion of the sale and purchase. The Shoe Cabinet is a wood cabinet with plastic laminate with reconstituted stone counter top. The location of the Shoe Cabinet is shown on the plan attached hereto for identification purpose only and the actual location and dimensions of the Shoe Cabinet may vary subject to as-built handover condition.  
在本物業買賣完成時, 本物業內將會提供一個嵌入式鞋櫃(「該鞋櫃」)。該鞋櫃為木製櫃配膠板面板連人造石枱面。附圖顯示該鞋櫃的大概位置, 僅作識別用途。該鞋櫃的實際位置及尺寸可能會有所不同, 一切以現場交樓為準。
2. I/we am/are aware of the provision of the Shoe Cabinet. Without prejudice to my/our rights under the PASP and/or the subsequent agreement for sale and purchase, I/we will not make any objection to or claim against the Vendor in relation to the existence, design, colour or materials of the Shoe Cabinet.  
本人/吾等已完全知悉該鞋櫃的提供。在不影響本人/吾等在臨時合約及/或其後的正式買賣合約下的權利下, 本人/吾等不會就該鞋櫃的存在、設計、顏色或物料提出任何反對或向賣方作出任何申索。
3. In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.  
如本函之中英文文本有任何抵觸或歧義, 一切以英文文本為準。

Signature(s) of Purchaser 買方簽署

Note 備註:

\* "Owner" means the legal or beneficial owner of the residential properties in the Phase of the Development. 「擁有人」指發展項目期數中的住宅物業的法律上的擁有人或實益擁有人。

# "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ This provisional street number is subject to confirmation. 此臨時門牌號數有待確認。



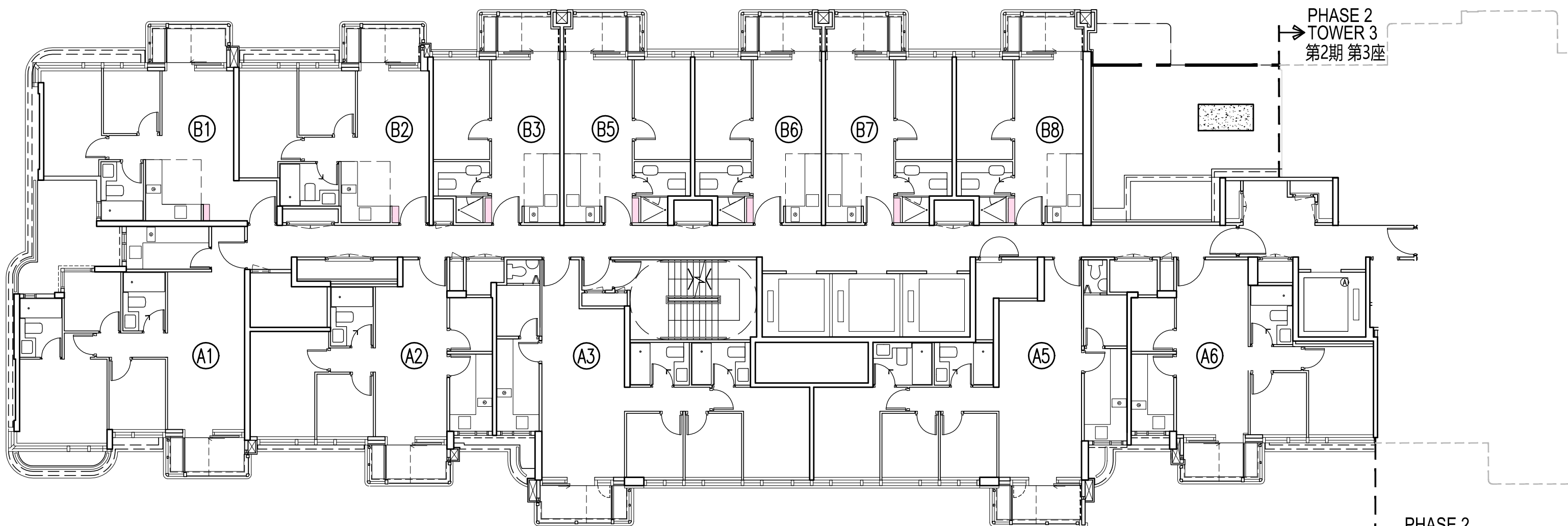
LEGEND:

圖例

SHOE CABINET 鞋櫃

(FOR IDENTIFICATION PURPOSE ONLY. THIS PLAN IS FOR SHOWING THE APPROXIMATE LOCATION OF THE SHOE CABINET TO BE PROVIDED IN THE PROPERTY ONLY AND DOES NOT REFLECT OR INDICATE OTHER MATTERS IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, SUBJECT TO AND WITHOUT PREJUDICE TO THE GENERALITY OF THE AFORESAID, THIS PLAN IS NOT FOR SHOWING ANY INTERNAL OR EXTERNAL AREA OF THE PROPERTY (WHETHER FORMING PART THEREOF OR OTHERWISE). PLEASE REFER TO THE SALES BROCHURE FOR DETAILS.)

(只作識別用途。此圖僅供顯示將於本物業內提供鞋櫃的大概位置，並不反映或顯示任何其他事項。為免生疑問，受制於及在不損害前述的一般性的原則下，此圖並非用作顯示本物業任何內部或外部範圍(無論是否構成本物業的一部份)。詳情請參閱售樓說明書。)



PHASE 2 TOWER 5 - 1/F FLOOR PLAN  
第2期第5座 - 1樓 樓面平面圖

PHASE 2  
TOWER 3  
第2期 第3座

PHASE 2  
TOWER 3  
第2期 第3座

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN THE CHINESE AND ENGLISH VERSION OF THE TEXT CONTAINED HEREIN, THE ENGLISH VERSION SHALL PREVAIL.

如本文件所載的文字之中英文文本有任何抵觸或歧義，一概以英文文本為準。

ATTACHED PLAN  
附圖

Scale : 0M/米 5M/米  
比例



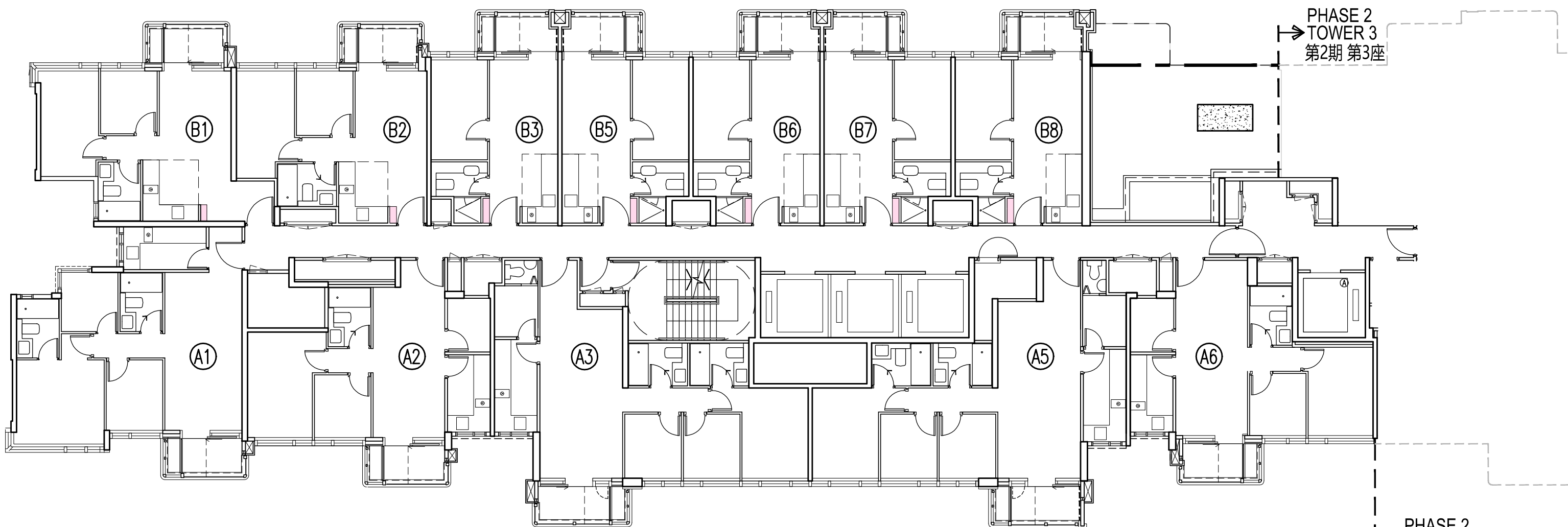
LEGEND:

圖例

SHOE CABINET 鞋櫃

(FOR IDENTIFICATION PURPOSE ONLY. THIS PLAN IS FOR SHOWING THE APPROXIMATE LOCATION OF THE SHOE CABINET TO BE PROVIDED IN THE PROPERTY ONLY AND DOES NOT REFLECT OR INDICATE OTHER MATTERS IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, SUBJECT TO AND WITHOUT PREJUDICE TO THE GENERALITY OF THE AFORESAID, THIS PLAN IS NOT FOR SHOWING ANY INTERNAL OR EXTERNAL AREA OF THE PROPERTY (WHETHER FORMING PART THEREOF OR OTHERWISE). PLEASE REFER TO THE SALES BROCHURE FOR DETAILS.)

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PHASE 2 TOWER 5 - 2/F - 3/F FLOOR PLAN  
第2期第5座 - 2樓-3樓 樓面平面圖

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN THE CHINESE AND ENGLISH VERSION OF THE TEXT CONTAINED HEREIN, THE ENGLISH VERSION SHALL PREVAIL.

如本文件所載的文字之中英文文本有任何抵觸或歧義，一概以英文文本為準。

ATTACHED PLAN  
附圖

Scale: 0M/米 5M/米  
比例



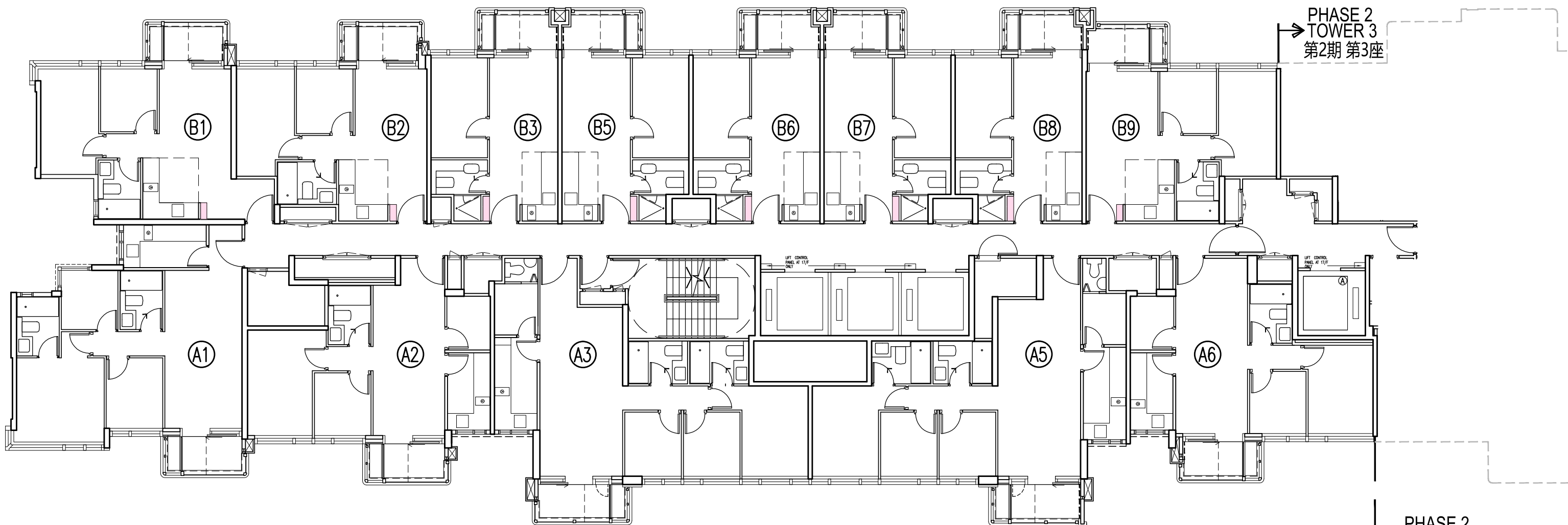
LEGEND:

圖例

SHOE CABINET 鞋櫃

(FOR IDENTIFICATION PURPOSE ONLY. THIS PLAN IS FOR SHOWING THE APPROXIMATE LOCATION OF THE SHOE CABINET TO BE PROVIDED IN THE PROPERTY ONLY AND DOES NOT REFLECT OR INDICATE OTHER MATTERS IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, SUBJECT TO AND WITHOUT PREJUDICE TO THE GENERALITY OF THE AFORESAID, THIS PLAN IS NOT FOR SHOWING ANY INTERNAL OR EXTERNAL AREA OF THE PROPERTY (WHETHER FORMING PART THEREOF OR OTHERWISE). PLEASE REFER TO THE SALES BROCHURE FOR DETAILS.)

(只作識別用途。此圖僅供顯示將於本物業內提供鞋櫃的大概位置，並不反映或顯示任何其他事項。為免生疑問，受制於及在不損害前述的一般性的原則下，此圖並非用作顯示本物業任何內部或外部範圍(無論是否構成本物業的一部份)。詳情請參閱售樓說明書。)



PHASE 2 TOWER 5 - 5/F - 12/F, 15/F-17/F FLOOR PLAN

(4/F, 13/F AND 14/F ARE OMITTED)

第2期第5座 - 5樓-12樓, 15樓-17樓 樓面平面圖

(不設4樓, 13樓及14樓)

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN THE CHINESE AND ENGLISH VERSION OF THE TEXT CONTAINED HEREIN, THE ENGLISH VERSION SHALL PREVAIL.

如本文件所載的文字之中英文文本有任何抵觸或歧義，一概以英文文本為準。

ATTACHED PLAN

附圖

Scale: 0M/米

5M/米

比例

