

招標承投購買物業

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

有關

in respect of

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載於招標公告附表之位於  
黃金海灣的第 1 期 (意嵐)  
的物業

The properties set out in the Schedule to the Tender Notice  
at Phase 1 (The Uppland) of Gold Coast Bay

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招標承投購買物業

INVITATION FOR PURCHASE OF  
PROPERTY BY WAY OF TENDER

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現招標承投購買以下任何一個載於招標公告附表之  
位於黃金海灣(「發展項目」)的第1期(意嵐)(「期數」)的物業

Tenders are invited for the purchase of **any one** of the properties  
set out in the Schedule to the Tender Notice at  
Phase 1 (The Uppland) (“Phase”) of Gold Coast Bay (“Development”)

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招標開始及截止日期及時間(「招標期間」)乃  
賣方不時通過發出銷售安排資料所指明者  
(除非先前已被撤回出售或售出)

**TENDER COMMENCEMENT AND CLOSING DATE AND TIME  
 (“TENDER PERIOD”) ARE AS SPECIFIED IN THE  
 INFORMATION ON SALES ARRANGEMENTS  
 ISSUED BY THE VENDOR FROM TIME TO TIME  
 (UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

標書須以指定的**投標表格**填寫並放入封密的普通信封內，信封面上清楚註明「**投標黃金海灣·意嵐**」，並於招標期間內提交至位於九龍尖沙咀麼地道**65**號安達中心地庫**2**層並標明「**投標黃金海灣·意嵐**」的投標箱內。

Tenders must be submitted in the specified **Form of Tender** during the Tender Period in a sealed plain envelope and clearly marked “**TENDER FOR GOLD COAST BAY - THE UPPLAND**” to the Tender Box labelled “**Tender for Gold Coast Bay - The Uppland**” located at **B2 Floor, Auto Plaza, 65 Mody Road, Tsim Sha Tsui, Kowloon.**

**賣方 Vendor**

海琪有限公司  
Ocean Regal Limited

**聯絡資料 Contacts**

查詢熱線： 3460 2810  
Enquiry Hotline： 3460 2810

**賣方代表律師 Vendor's Solicitors**

的近律師行／貝克·麥堅時律師事務所  
Deacons / Baker & McKenzie

**招標公告**  
**TENDER NOTICE**

1. 海琪有限公司(「賣方」)現按照本招標公告及本招標公告夾附的**附件 A** 的投標表格(「投標表格」)和**附件 B** 的出售條件(「出售條件」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的任何一個載於招標公告附表之位於黃金海灣(「發展項目」)的第 1 期(意嵐)(「期數」)的物業(「物業」)。  
Ocean Regal Limited (“Vendor”) invites tenders for the purchase of **any one** of the properties set out in the Schedule hereto (“Properties” and each a “Property”) at Phase 1 (The Upland) (“Phase”) of Gold Coast Bay (“Development”), subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (“Form of Tender”) and the Conditions of Sale (in the form annexed hereto as **Appendix B**) (“Conditions of Sale”).
2. 投標者必須是個人或於香港成立之有限公司或於香港以外成立之有限公司(「非香港公司」)。所有有限公司(沒有根據公司條例(香港法例第 622 章)第 16 部註冊之非香港公司除外)最少一名董事必須為自然人。  
Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or limited company(ies) incorporated outside Hong Kong (“Non-Hong Kong Company(ies)”). All limited companies (save for Non-Hong Kong Companies which are not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) shall have at least one director who is a natural person.
3. 標書必須：  
Any tender must be :-
  - (a) 以投標表格(一式兩份)方式作出，每份須連同(i)按本招標公告之條款及條件填妥之出售條件；(ii)本招標公告及(iii)隨附本招標公告並在下文第 3(b)(v)至(xviii)(如適用)列出的文件。投標表格必須由投標者簽署；  
made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(v) to (xviii) (if applicable) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;
  - (b) 連同下列文件提交：  
submitted together with the following documents :-
    - (i) 一張或多張(總)金額為投標者在投標表格訂明提出的該物業售價的5%，抬頭為「的近律師行」並由根據《銀行業條例》(香港法例第 155 章)第 16 條獲妥為發牌的銀行所簽發的銀行本票及／或支票作為臨時訂金；  
one or more cashier’s order(s) and/or cheque(s) in the (total) sum of 5% of the purchase price of that Property offered by the Tenderer as specified in the Form of Tender, issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the “**Banking Ordinance**”) and cheque(s) (if applicable) made payable to “**Deacons**” as

preliminary deposit;

- (ii) 如投標者為個人，每名投標者個人的香港身份證／護照副本；  
if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
- (iii) 如投標者為有限公司，每間投標者公司的商業登記證書副本(如有)、公司註冊證書副本及投標者之董事的香港身份證／護照副本；  
if the Tenderer is a limited company(ies), a copy of the Business Registration Certificate (if any), a copy of the Certificate of Incorporation of each company of the Tenderer and a copy of the HKID Card / Passport of the director(s) of the Tenderer;
- (iv) (如適用) 投標者委聘的地產代理／營業員 (如有) 的地產代理／營業員牌照及名片副本；  
(if applicable) copy of estate agent's / salesperson's licence and name card of the estate agent / salesperson (if any) appointed by the Tenderer;
- (v) 經投標者填妥及簽署的「對買方的警告」(按照附件 C 所列的格式)；  
a Warning to Purchasers (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
- (vi) 經投標者填妥及簽署的「與賣方關係的聲明」(按照附件 D 所列的格式)；  
a Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
- (vii) (a) (如適用) 經投標者填妥及簽署的「關於中介人的聲明」(按照附件 E 所列的格式)；或  
(if applicable) a Declaration regarding Intermediary (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer; **OR**  
(b) (如適用) 經投標者填妥及簽署的「關於並無中介人的聲明」(按照附件 F 所列的格式)；  
(if applicable) a Declaration regarding No Intermediary (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
- (viii) 經投標者填妥及簽署的「收集個人資料聲明」(按照附件 G 所列的格式)；  
a Personal Information Collection Statement (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
- (ix) (如適用) 經投標者填妥及簽署的「關於開放式廚房的確認信」(按照附件 H 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding Open Kitchen (in the form annexed hereto as **Appendix H**) duly completed and signed by the

Tenderer;

- (x) (如適用) 經投標者填妥及簽署的「關於櫃的確認信」(按照**附件 I** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Cabinet(s) (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;
- (xi) (只適用於選擇支付條款 B - 180 天現金優惠付款計劃的投標者) 經投標者填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(按照**附件 J** 所列的格式) ;  
(only applicable to Tenderer who selects Terms of Payment B - 180-Day Cash Payment Plan) an Acknowledgement Letter regarding “Early Settlement Cash Rebate” (in the form annexed hereto as **Appendix J**) duly completed and signed by the Tenderer;
- (xii) (只適用於選擇支付條款 C - 靈活建築期付款計劃或支付條款 D - 優越建築期付款計劃的投標者) 經投標者填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(按照**附件 K** 所列的格式) ;  
(only applicable to Tenderer who selects Terms of Payment C - Flexible Stage Payment Plan or Terms of Payment D - Supreme Stage Payment Plan) an Acknowledgement Letter regarding “Early Settlement Cash Rebate” (in the form annexed hereto as **Appendix K**) duly completed and signed by the Tenderer;
- (xiii) (如適用) 經投標者填妥及簽署的「關於平台／花園草皮的確認信」(按照**附件 L** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Lawn at Flat Roof / Garden (in the form annexed hereto as **Appendix L**) duly completed and signed by the Tenderer;
- (xiv) (如適用) 經投標經本人／我們填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(按照**附件 M** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as **Appendix M**) duly completed and signed by the Tenderer;
- (xv) (如適用) 經投標經本人／我們填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(按照**附件 N** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed hereto as **Appendix N**) duly completed and signed by the Tenderer;
- (xvi) (如適用) 經投標者填妥及簽署的「關於「星級傢俬禮券優惠」的確認信」(按照**附件 O** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding “Deluxe Furniture Voucher Benefit” (in the form annexed hereto as **Appendix O**) duly completed and signed by the Tenderer;

- (xvii) (如適用) 經投標者填妥及簽署的「關於「車位認購優惠」的確認信」(按照附件 P 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Carpark Purchase Benefit” (in the form annexed hereto as **Appendix P**) duly completed and signed by the Tenderer;
- (xviii) (如適用) 經投標者填妥及簽署的「關於「車位租用優惠」的確認信」(按照附件 Q 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Carpark Rental Benefit” (in the form annexed hereto as **Appendix Q**) duly completed and signed by the Tenderer;
- (xix) (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 (認證副本須由在香港執業之律師作認證)；  
(if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer (for certified copy, the same should be certified by a solicitor practising in Hong Kong);
- (xx) 如投標者為公司，(I) 投標者的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 及 (II) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本，或如投標者為根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本，或如投標者為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，由投標者的一位董事認證的最新之董事名冊及股東名冊副本。  
if the Tenderer is a company, (I) a copy of the board resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of the Tenderer being a Non-Hong Kong Company registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case of the Tenderer being a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of the Tenderer.

請注意，上文第 3(b)(v) 至 (xviii) 段提及之文件 (如適用) 在遞交時切勿寫上日期。

**Please note that the documents mentioned in paragraphs 3(b)(v) to (xviii) above (if applicable) shall be left undated upon submission.**

- (c) 放入封密的普通信封內，信封面上書明賣方收啟，並清楚註明「投標黃金

海灣·意嵐」；以及

enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope “**TENDER FOR GOLD COAST BAY - THE UPPLAND**”; and

- (d) 於招標期間放入擺放於九龍尖沙咀麼地道 65 號安達中心地庫 2 層並標示為「投標黃金海灣·意嵐」的投標箱內。  
placed in the Tender Box labelled “**Tender for Gold Coast Bay - The Uppland**” located at **B2 Floor, Auto Plaza, 65 Mody Road, Tsim Sha Tsui, Kowloon** during the Tender Period.

賣方保留絕對權利及酌情權透過修改有關的銷售安排資料不時更改招標期間；按此，投標者應參閱當時生效的有關的銷售安排資料，以確定所有或任何物業的實際招標開始及截止日期及時間。

The Vendor reserves the absolute right and discretion to change the Tender Period from time to time by amending the relevant Information on Sales Arrangements; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual commencement and closing date and time of the tender in respect of all or any of the Properties.

4. 投標者須在其遞交的投標表格（一式兩份）內就要約購買的物業填寫以下資料：  
Each Tenderer is required to fill in the following information in the Form of Tender (in duplicate) submitted by him in respect of the Property offered to purchase :-
- (a) 投標者提出的物業的售價；及  
the purchase price of the Property offered by the Tenderer; and
- (b) 售價之支付條款。  
the payment terms of the purchase price.
5. 賣方保留權利按其絕對酌情權拒絕任何不符合隨附之投標表格或本招標公告任何條款及條件的投標。逾時遞交之投標將不獲接納。  
The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.
6. 賣方保留權利不接納出價最高或最佳的標書或任何一份標書。賣方就是否接納或拒絕接納任何標書有絕對酌情權。  
The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance or rejection of any tender.
7. 賣方保留權利在接受任何標書之前的任何時候撤回所有或任何物業不予出售或於任何時候出售或放售所有或任何物業予任何人士。  
The Vendor reserves the right at any time before acceptance of a tender to withdraw all or any of the Properties from sale or to sell or dispose of all or any of the Properties to any person at any time.

8. (a) 鑒於賣方作出招標和下文第 8(b) 段所述的承諾，作為代價，每位投標者均被視為已承諾其投標將為不可撤銷且構成正式要約，並可由賣方在招標期間屆滿後起計第 30 日（「**接納投標日期**」）或之前按照本招標公告、出售條件及投標表格所載的條款及條件接納投標。投標表格一經遞交，投標者即不可撤回標書，直至接納投標日期終結之前，標書都可由賣方接納。

In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until the 30<sup>th</sup> day after the expiration of the Tender Period (“**Acceptance Date**”). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the Acceptance Date.

- (b) 鑒於上文第 8(a) 段所述的承諾，作為代價，賣方承諾在收到投標者發出的書面要求時向該投標者支付港幣 10 元。

In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.

9. (a) 如標書獲賣方接納，該中標者將成為物業之買方（「**買方**」），賣方並將在遲於接納投標日期將接受投標的書面通知（「**接受投標通知書**」）透過郵件或專人送遞至中標者列於其投標表格的香港通訊地址或註冊辦事處地址，或透過傳真送遞予中標者，而買方將被視為已在投寄日期後第二個工作日收到以上述方式送遞之接受投標通知書。

If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (“**Purchaser**”) and the Vendor shall send to the successful Tenderer a written notice of acceptance (“**Notice of Acceptance**”) by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser on the second working day after the date of mailing.

- (b) 中標者須於接受投標通知書之日期後的五 (5) 個工作日內簽署物業之正式買賣合約。

The successful Tenderer shall sign the formal agreement for sale and purchase of the Property within five (5) working days after the date of the Notice of Acceptance.

- (c) 如中標者為公司，在簽署正式買賣合約之前，其董事及／或股東不得有任何變動。

If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the formal agreement for sale and purchase.

10. 在賣方對收到的標書作出決定前，所有提交的銀行本票及／或支票均不會予以提



交兌付。如某份標書獲接納，隨標書附上的有關中標物業的銀行本票及／或支票將被視作及用作支付中標者按投標表格須支付的有關該物業的臨時訂金。所有其他銀行本票及／或支票將於招標期間屆滿起計 14 個工作日內，按列於投標表格的香港通訊地址或註冊辦事處地址退還予落選者，郵誤風險概由落選者自行承擔。

All cashier's order(s) and/or cheque(s) submitted will not be presented for payment until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order(s) and/or cheque(s) in respect of the successfully tendered Property submitted therewith will be treated as and applied towards payment of the preliminary deposit in respect of that Property payable by the successful Tenderer under the Form of Tender. All other cashier's order(s) and/or cheque(s) will be returned within fourteen (14) days after the expiration of the Tender Period to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender, at the risk of the unsuccessful tenderers.

11. (a) 以投標者身份簽署投標表格的人士，將被視作主事人，除非他在投標表格上透露其僅以獲授權人身份行事。在此情況下，他亦須在投標表格上透露主事人及該主事人的聯絡人之姓名及地址。如某人以代理人或獲授權人身份代其主事人簽署投標表格，該人將在送達投標表格時被視為向賣方保證已獲其主事人授權以填妥、簽署及遞交該投標表格。由主事人妥為簽立及妥為見證之委任該代理人或獲授權人之授權書之正本或認證副本（認證副本須由在香港執業之律師作認證），及主事人及該代理人或獲授權人之香港身份證／護照副本，須隨投標表格遞交予賣方，並使賣方滿意。

The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name(s) and address(es) of his principal and the contact person(s) of his principal. Where a person signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy (for certified copy, the same should be certified by a solicitor practising in Hong Kong) of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID Card / Passport should be submitted with the Form of Tender to the satisfaction of the Vendor.

- (b) 投標者如為沒有根據公司條例（香港法例第 622 章）第 16 部註冊之非香港公司，則其投標表格必須填寫其在香港的代理人的全名及地址以向其香港的代理人傳送或送交接受投標通知書，及該代理人將代表投標者接受任何通知、文件或法律程序的送達。該投標者同意如任何通知、令狀、傳訊、命令、判決或其他文件或法律程序註明該投標者或其香港代理人為收件人及把它們留在或通過郵遞方式寄到該投標者的地址或在投標表格裏提及的代理人的地址，則該等通知、令狀、傳訊、命令、判決或其他文件或法律程序須被視為已妥當及充分地送達予投標者。

If the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), the full name and

address of an agent in Hong Kong to whom the Notice of Acceptance may be sent or delivered and who will accept service of any notice, document or legal process on behalf of the Tenderer must be stated on its Form of Tender. Such Tenderer agrees that any notice, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to it or to the said agent and left at, or sent by post to its address or to the address of the said agent mentioned therein.

12. 時間在各方面均為要素，必須嚴格遵守。  
Time shall in all respects be of the essence.
13. 所有查詢應向賣方 (電話號碼：3460 2810) 作出。投標者應注意，賣方只會回答關於本招標及物業的一般問題，而不會就本招標提供法律或其他意見。投標者應就本招標公告及有關文件的條款自行取得獨立法律及其他專業意見。  
All enquiries shall be directed to the Vendor at Tel. No.: 3460 2810. Tenderers should note that the Vendor will only answer questions of a general nature concerning the subject tender and the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
14. 賣方或其任何代理或僱員對有意投標者或投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得構成或被視作構成本招標公告的一部分；這些陳述或行動並不(亦不得被視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條件所列出的任何條款或條件。  
Any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
15. 就本招標公告而言，「工作日」指並非 (a) 公眾假日或星期六；或 (b) 《釋義及通則條例》(香港法例第 1 章) 第 71(2) 條所界定的黑色暴雨警告日或烈風警告日的日子。  
For the purpose of this Tender Notice, “working day” means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

附表  
Schedule

黃金海灣的第 1 期 (意嵐) 可供投標物業  
Properties for Tender in Phase 1 (The Uppland) of Gold Coast Bay

<u>座</u> <u>Tower</u>	<u>樓層</u> <u>Floor</u>	<u>單位</u> <u>Unit</u>
3	26	A
3	3	B
3	26	B
3	3	C
3	26	C
3	3	D
3	26	D
3	3	E
3	3	F
3	3	G
3	3	H
3	26	H
3	3	J
3	3	K
3	26	K
3	5	M
3	5	N
5 (5A)	5	C
5 (5A)	6	C
5 (5A)	3	E
5 (5A)	3	F
5 (5A)	3	G
5 (5A)	26	K
5 (5A)	26	M
5 (5A)	26	N
5 (5B)	26	C
5 (5B)	26	D
5 (5B)	26	E
5 (5B)	9	F
5 (5B)	9	G
5 (5B)	26	H

**投標表格**  
**FORM OF TENDER**

在遵守本投標表格及附於本投標表格的招標公告（「**招標公告**」）和出售條件（「**出售條件**」）所載的條款及條件的前提下，茲投標承購黃金海灣的第 1 期（意嵐）之以下物業（下稱為「**該物業**」）。

Tender for the purchase of the following property (“**Property**”) of Phase 1 (The Uppland) of Gold Coast Bay, subject to the terms and conditions contained in this Form of Tender and the Tender Notice (“**Tender Notice**”) and the Conditions of Sale (“**Conditions of Sale**”) attached hereto.

座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 單位 Unit \_\_\_\_\_ \*\*

\*\* 請自行填上投標物業，可供投標單物業詳列於招標公告。

\*\* Please fill in the Property tendered and refer to the Tender Notice for the Properties for tender.

致：海琪有限公司（「**賣方**」）

To: Ocean Regal Limited (“**Vendor**”)

1. 本人／我們 I / We, \_\_\_\_\_

(香港身份證 HKID Card No.／護照 Passport No.／商業登記證號碼 Business Registration No. \_\_\_\_\_)

地址為 of \_\_\_\_\_

\_\_\_\_\_

(公司之註冊辦事處地址／個人之香港通訊地址) 已閱讀招標公告 (包括其附錄) 和出售條件，特此提出要約，在受到出售條件所列的條款及條件約束的前提下，以港幣 \_\_\_\_\_ 元 (HK\$ \_\_\_\_\_)

(「**樓價**」) 向賣方購買該物業。

(registered office for a company(ies) / correspondence address in Hong Kong for individual(s)), having read the Tender Notice (including the Appendices thereto) and the Conditions of Sale, hereby offer to the Property at the purchase price of HONG KONG DOLLARS \_\_\_\_\_ (HK\$ \_\_\_\_\_)

(the “**Purchase Price**”) and on the terms and conditions as more particularly set out in the Conditions of Sale.

2. 如投標獲賣方接納，本人／我們將按照下列方式支付樓價：

The Purchase Price shall be paid by me / us in the following manner, if this Tender is accepted by the Vendor :-

<b>支付條款 (*請剔適用者)</b> <b>Payment plan (* Please tick as appropriate)</b>	
<input type="checkbox"/>	<b>支付條款 A (120 天現金優惠付款計劃)</b> <b>Terms of Payment A (120-day Cash Payment Plan)</b>  樓價 5% : 臨時訂金於投標書獲賣方接納當日 (即接納書的日期) 繳 5% of the Purchase Price: 付，買方並須於其後 5 個工作天內簽署買賣合約。 being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.  樓價 95% : 樓價餘款於投標書獲賣方接納當日 (即接納書的日期) 後 95% of the Purchase Price: 120 天內成交時支付，或於賣方就其有能力將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 天內支付，以較早者為準。 being the balance of the Purchase Price shall be paid by the Purchaser upon completion within 120 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.
<input type="checkbox"/>	<b>支付條款 B (180 天現金優惠付款計劃)</b> <b>Terms of Payment B (180-day Cash Payment Plan)</b>  樓價 5% : 臨時訂金於投標書獲賣方接納當日 (即接納書的日期) 繳 5% of the Purchase Price: 付，買方並須於其後 5 個工作天內簽署買賣合約。 being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.  樓價 1% : 加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後 1% of the Purchase Price: 30 天內支付，或於賣方就其有能力將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 天內支付，以較早者為準。 being the Further Deposit shall be paid by the Purchaser within 30 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日(即接納書的日期)後  
1% of the Purchase Price: 60 天內支付，或於賣方就其有能力將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 天內支付，以較早者  
為準。

being the Further Deposit shall be paid by the Purchaser within  
60 days after the tender being accepted by the Vendor (i.e. the  
date of Letter of Acceptance), 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 the  
earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日(即接納書的日期)後  
1% of the Purchase Price: 90 天內支付，或於賣方就其有能力將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 天內支付，以較早者  
為準。

being the Further Deposit shall be paid by the Purchaser within  
90 days after the tender being accepted by the Vendor (i.e. the  
date of Letter of Acceptance), 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 the  
earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日(即接納書的日期)後  
1% of the Purchase Price: 120 天內支付，或於賣方就其有能力將物業有效地轉讓予  
買方一事向買方發出通知的日期後的 14 天內支付，以較早  
者為準。

being the Further Deposit shall be paid by the Purchaser within  
120 days after the tender being accepted by the Vendor (i.e. the  
date of Letter of Acceptance), 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 the  
earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日(即接納書的日期)後  
1% of the Purchase Price: 150 天內支付，或於賣方就其有能力將物業有效地轉讓予  
買方一事向買方發出通知的日期後的 14 天內支付，以較早  
者為準。

being the Further Deposit shall be paid by the Purchaser within  
150 days after the tender being accepted by the Vendor (i.e. the  
date of Letter of Acceptance), 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 the  
earlier.

樓價 90%: 樓價餘款於投標書獲賣方接納當日 (即接納書的日期) 後  
90% of the Purchase Price: 180 天內成交時支付，或於賣方就其有能力將物業有效地  
轉讓予買方一事向買方發出通知的日期後的 14 天內支付，  
以較早者為準。

being the balance of the Purchase Price shall be paid by the  
Purchaser upon completion within 180 days after the tender  
being accepted by the Vendor (i.e. the date of Letter of  
Acceptance), 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 the earlier.

支付條款 C (靈活建築期付款計劃)

Terms of Payment C (Flexible Stage Payment Plan)

樓價 5% : 臨時訂金於投標書獲賣方接納當日 (即接納書的日期) 繳  
5% of the Purchase Price: 付, 買方並須於其後 5 個工作天內簽署買賣合約。  
being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.

樓價 1% : 加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後  
1% of the Purchase Price: 60 天內支付, 或於賣方就其有能力將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 天內支付, 以較早者為準。  
being the Further Deposit shall be paid by the Purchaser within 60 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後  
1% of the Purchase Price: 120 天內支付, 或於賣方就其有能力將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 天內支付, 以較早者為準。  
being the Further Deposit shall be paid by the Purchaser within 120 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後  
1% of the Purchase Price: 180 天內支付, 或於賣方就其有能力將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 天內支付, 以較早者為準。  
being the Further Deposit shall be paid by the Purchaser within 180 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.

樓價 1% : 加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後  
1% of the Purchase Price: 240 天內支付, 或於賣方就其有能力將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 天內支付, 以較早者為準。  
being the Further Deposit shall be paid by the Purchaser within

	<p>240 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.</p>
樓價 1% : 1% of the Purchase Price:	<p>加付訂金須於投標書獲賣方接納當日 (即接納書的日期) 後 300 天內支付，或於賣方就其有能力將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 天內支付，以較早者為準。</p> <p>being the Further Deposit shall be paid by the Purchaser within 300 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), 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 the earlier.</p>
樓價 90% : 90% of the Purchase Price:	<p>樓價餘款於賣方就其有能力將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 天內支付。</p> <p>being the balance of the 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.</p>
<p><input type="checkbox"/> 支付條款 D (優越建築期付款計劃) Terms of Payment D (Supreme Stage Payment Plan)</p>	
樓價 5% : 5% of the Purchase Price:	<p>臨時訂金於投標書獲賣方接納當日 (即接納書的日期) 繳付，買方並須於其後 5 個工作天內簽署買賣合約。</p> <p>being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.</p>
樓價 95% : 95% of the Purchase Price:	<p>樓價餘款於賣方就其有能力將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 天內支付。</p> <p>being the balance of the 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.</p>

如投標獲賣方接納，該物業買賣之成交須於賣方就其有能力將該物業有效地轉讓予本人／我們一事向本人／我們發出書面通知的日期後的 14 日內完成。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed within 14 days after the date of the written notification to me / us that the Vendor is in a position validly to assign the Property to me / us.

3. 如投標獲賣方接納，直至按招標公告第 9(b) 段簽署正式買賣合約之前，本標書連同賣方之接受投標通知書將成為就本人／我們與賣方之間，按照載於招標公告、



本投標表格及出售條件之條款及條件且有約束力之協議。

If this Tender is accepted, then until the formal agreement for sale and purchase under paragraph 9(b) of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me / us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.

4. 本人／我們連同本標書一併附上下列文件：

I / We enclose the following documents with this Tender :-

- (a) 一張或多張(總)金額為樓價的 5%，抬頭為「**的近律師行**」的銀行本票及／或支票，若本人／我們的投標獲賣方接納，其將用以支付臨時訂金；  
Cashier's Order(s) and/or cheques(s) payable to "**Deacons**" in the (total) sum of 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;

(本票號碼 Cashier's Order(s) No(s): \_\_\_\_\_)

(銀行 Bank : \_\_\_\_\_)

(支票號碼 Cheques(s) No(s): \_\_\_\_\_)

(銀行 Bank : \_\_\_\_\_)

(支票號碼 Cheques(s) No(s): \_\_\_\_\_)

(銀行 Bank : \_\_\_\_\_)

- (b) 本人／我們的香港身份證／護照／公司註冊證書及商業登記證書(如有)及我們的董事的香港身份證或護照副本；

a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate (if any) and HKID Card or Passport of our director(s);

- (c) (如適用) 本人／我們委聘的地產代理／營業員(如有)的地產代理／營業員牌照及名片副本；

(if applicable) copy of the estate agent's / salesperson's licence and name card of the estate agent / salesperson (if any) appointed by me / us;

- (d) 經本人／我們填妥及簽署的「對買方的警告」(按照招標公告**附件 C**所列的格式)；

a Warning to Purchasers (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me / us;

- (e) 經本人／我們填妥及簽署的「與賣方關係的聲明」(按照招標公告**附件 D**所列的格式)；

a Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me / us;

- (f) (i) (如適用) 經本人／我們填妥及簽署的「關於中介人的聲明」(按照招標公告**附件 E**所列的格式)；或

(if applicable) a Declaration regarding Intermediary (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by by me / us; OR

- (ii) (如適用) 經本人／我們填妥及簽署的「關於並無中介人的聲明」(按照招標公告**附件 F** 所列的格式) ;  
(if applicable) a Declaration regarding No Intermediary (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by by me / us;
- (g) 經本人／我們填妥及簽署的「收集個人資料聲明」(按照招標公告**附件 G** 所列的格式) ;  
a Personal Information Collection Statement (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me / us;
- (h) (如適用) 經本人／我們填妥及簽署的「關於開放式廚房的確認信」(按照招標公告**附件 H** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Open Kitchen (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me / us;
- (i) (如適用) 經本人／我們填妥及簽署的「關於櫃的確認信」(按照招標公告**附件 I** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding Cabinet(s) (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me / us;
- (j) (如本人／我們選擇支付條款 B - 180 天現金優惠付款計劃) 經本人／我們填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(按照招標公告**附件 J** 所列的格式) ;  
(if I / we select Terms of Payment B - 180-Day Cash Payment Plan) an Acknowledgement Letter regarding “Early Settlement Cash Rebate” (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me / us;
- (k) (如本人／我們選擇支付條款 C - 靈活建築期付款計劃或支付條款 D - 優越建築期付款計劃) 經本人／我們填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(按照招標公告**附件 K** 所列的格式) ;  
(if I / we select Terms of Payment C - Flexible Stage Payment Plan or Terms of Payment D - Supreme Stage Payment Plan) an Acknowledgement Letter regarding “Early Settlement Cash Rebate” (in the form annexed to the Tender Notice as **Appendix K**) duly completed and signed by me / us;
- (l) (如適用) 經本人／我們填妥及簽署的「關於平台／花園草皮的確認信」(按照招標公告**附件 L** 所列的格式) ;  
(if applicable) an Acknowledgement Letter regarding “Lawn at Flat Roof / Garden” (in the form annexed to the Tender Notice as **Appendix L**) duly completed and signed by me / us;

- (m) (如適用) 經本人／我們填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(按照招標公告**附件 M** 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed to the Tender Notice as **Appendix M**) duly completed and signed by me / us;
- (n) (如適用) 經本人／我們填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(按照招標公告**附件 N** 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (in the form annexed to the Tender Notice as **Appendix N**) duly completed and signed by me / us;
- (o) (如適用) 經本人／我們填妥及簽署的「關於「星級傢俬禮券優惠」的確認信」(按照招標公告**附件 O** 所列的格式)；  
(if applicable) an Acknowledgement Letter Regarding “Deluxe Furniture Voucher Benefit” (in the form annexed to the Tender Notice as **Appendix O**) duly completed and signed by me / us;
- (p) (如適用) 經本人／我們填妥及簽署的「關於「車位認購優惠」的確認信」(按照招標公告**附件 P** 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Carpark Purchase Benefit” (in the form annexed to the Tender Notice as **Appendix P**) duly completed and signed by me / us;
- (q) (如適用) 經本人／我們填妥及簽署的「關於「車位租用優惠」的確認信」(按照招標公告**附件 Q** 所列的格式)；  
(if applicable) an Acknowledgement Letter regarding “Carpark Rental Benefit” (in the form annexed to the Tender Notice as **Appendix Q**) duly completed and signed by me / us;
- (r) (如標書由獲授權人遞交) 授權獲授權人代本人／我們遞交標書之授權書的正本或認證副本 (認證副本須由在香港執業之律師作認證)；  
(if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on my behalf / our behalves (for certified copy, the same should be certified by a solicitor practising in Hong Kong);
- (s) 如我們為公司，(I) 我們的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 及 (II) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本，或如我們為根據公司條例第 16 部註冊之非香港公司，最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本，或如我們為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司，由我們的一位董事認證的最新之董事名冊及股東名冊副本。  
if we are a company, (I) a copy of our board resolutions authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form

NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case that we are a Non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) or, in case that we are a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong), copies of the latest register of directors and register of members certified by a director of our company.

本人／我們並未在上文第 4(d) 至 (q) 段提及之文件 (如適用) 上寫上日期。  
**The documents mentioned in paragraphs 4(d) to (q) above (if applicable) have not been dated by me / us.**

5. 本人／我們同意如果賣方接納本標書，本標書及賣方對其之接納將構成賣方與本人／我們之間有關物業買賣的有約束力的協議，且本人／我們將受招標公告及出售條件所約束且應：

I / We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me / us for the sale and purchase of the Property and I / we will be bound by the Tender Notice and the Conditions of Sale to :-

- (a) 於上述第 2 段規定的時間支付加付訂金和樓價餘款；  
pay the further deposit and balance of the Purchase Price at the times stipulated in Paragraph 2 above;
- (b) 按照招標公告第 9(b) 段簽署正式買賣合約；及  
sign the formal agreement for sale and purchase in accordance with Paragraph 9(b) of the Tender Notice; and
- (c) 按照出售條件和已簽署的正式買賣合約完成購買物業。  
complete the purchase of the Property in accordance with the Conditions of Sale and the formal agreement for sale and purchase as signed.

日期 Dated : \_\_\_\_\_

投標者姓名／名稱 Name of Tenderer	:	
投標者簽名 Signature(s) of Tenderer	:	

香港身份證／護照／商業登記證號碼 HKID No. / Passport No. / B.R. No. of Tenderer	:	
投標者董事之姓名及香港身份證／護照號碼（如適用） Name and HKID No. / Passport No. of Director(s) of Tenderer (if applicable)	:	
投標者在香港的通訊地址 Correspondence Address in Hong Kong of Tenderer	:	
投標者的電話號碼 Tel. No. of Tenderer	:	
投標者的傳真號碼 Facsimile No. of Tenderer	:	
擁有權種類 Type of Ownership	:	<p>* 唯一擁有人 Sole Owner／ 聯權共有人 Joint Tenants／ 分權共有人 Tenants in Common (業權平分 in equal shares／按以下份數 in the following shares : )</p> <p>* <i>請刪除不適用者並在旁加簽</i> * <i>Delete where inapplicable and initial against deletion</i></p>
投標者的獲授權人的姓名 (如適用) Name of Attorney of Tenderer (if applicable)	:	
投標者的獲授權人的香港身份證／護照號碼（如適用） HKID No. / Passport No. of Attorney of Tenderer (if applicable)	:	

投標者的獲授權人的聯絡資料 (如適用) Contact Details of Attorney of Tenderer (if applicable)	:	
投標者所委任的地產代理 (如有) 的姓名 Name of Estate Agent (if any) appointed by Tenderer	:	
投標者所委任的地產代理 (如有) 牌照號碼 (連同其地產代理牌照副本) Licence No. of Estate Agent (if any) appointed by Tenderer (with copy of Estate Agent's licence attached hereto)	:	
投標者所委任的地產代理 (如有) 的聯絡資料 Contact Details of Estate Agent (if any) appointed by Tenderer	:	
代表投標者行事的律師事務所 (如有) 名稱 Name of solicitors' firm (if any) acting for Tenderer	:	
代表投標者行事的律師事務所 (如有) 的聯絡資料 Contact details of solicitors' firm (if any) acting for the Tenderer	:	
# 投標者委聘的代理人的名稱 (如適用) # Name of Agent appointed by Tenderer(s) (if applicable)	:	

# 投標者委聘的代理人的地址 (如適用) # Address of Agent appointed by Tenderer(s) (if applicable)	:
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# 只適用於投標者如為沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司

# Only applicable if the Tenderer is a Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)

**出售條件**  
**CONDITIONS OF SALE**

投標表格 (連同隨附之招標公告及出售條件) 以及賣方按招標公告第 9(a) 段發出之接受買方投標之通知書 (「**接受投標通知書**」) 將成為賣方及買方之間就買賣該物業於發出接受投標通知書之日簽立之有約束力的合約 (下稱「**本臨時合約**」)。

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 9(a) of the Tender Notice ("**Notice of Acceptance**") shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as "**this Preliminary Agreement**").

賣方出售及買方購買該物業必須根據下述之條款和條件。

The Vendor shall sell and the Purchaser shall purchase the Property on the terms and conditions contained hereunder.

1. 在本臨時合約中 –

In this Preliminary Agreement –

- (a) 「實用面積」具有《一手住宅物業銷售條例》(第 621 章) (「**該條例**」) 第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) ("**that Ordinance**");
- (b) 「工作日」具有該條例第 2(1) 條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 下述第 8 條及附表第一部 (a) 所指的項目的樓面面積，按照該條例第 8(3) 條計算；及  
the floor area of an item under Clause 8 below and Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 下述第 8 條及附表第一部 (b) 所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

3. 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 –

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

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

(註：由賣方填寫。)

(Note: to be filled in by the Vendor.)

4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由買方承擔。

The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.



5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. 買方須於本臨時合約之日期之後五個工作日內攜帶本臨時合約到賣方律師或買方自己聘用的律師 (視情況而定) 之辦事處辦理下列手續 (必須嚴守所訂日期)：(i) 簽署一份經地政總署法律諮詢及田土轉易處 (「地政總署」) 批核的正式合約，該合約內容除得地政總署書面批准外，一概不能更改，(ii) 根據投標表格所詳列的售價支付方式，於限期前支付應繳付之款項，並 (iii) 支付全部有關本臨時合約及正式合約應付的印花稅。  
The Purchaser shall attend the office of the Vendor's Solicitors or the solicitors appointed by the Purchaser (as the case may be) together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in such form as approved by the Legal Advisory and Conveyancing Office, 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, (ii) to make further payment in accordance with the manner as stated in the Form of Tender, and (iii) to pay all stamp duty(ies) payable on this Preliminary Agreement and the Agreement.
7. 如買方沒有在本臨時合約的簽署日期之後五個工作日內簽立正式合約 –  
If the Purchaser fails to sign the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
8. 該物業的量度尺寸如下 – 見附表第一部。  
The measurements of the Property are as follows – See Part I of the Schedule hereto.
9. 該物業買賣所包括的裝置、裝修物料及設備如下 – 附表第二部 (包括其任何附錄)。  
The sale and purchase of the Property includes the fittings, finishes and appliances as follows – See Part II of the Schedule hereto (including any Appendix thereto).

10. 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。  
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
11. 買方已確認收到第 12 條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
12. 就第 11 條而言，「對買方的警告」內容如下 –  
For the purposes of clause 11, the following is the "Warning to Purchasers" –
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
13. 就本臨時合約項下須支付的該物業售價的每一筆款項 (臨時訂金及／或其部份除外) 而言，買方須於該款項需被支付當日向賣方律師送達抬頭寫上賣方律師並由本港持牌銀行所發出之銀行本票。  
In respect of each payment of the purchase price or any part of the purchase price required to be made under this Preliminary Agreement (except the preliminary deposit and/or part thereof), the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier's order issued by a licensed bank in Hong Kong and in favour of the Vendor's Solicitors.
14. (a) 現同意並聲明本臨時合約只適用於買方個人。除本條第 (b) 款條另有規定外，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約的權益轉讓給第三者。  
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and subject to sub-clause (b) hereof, 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.
- (b) 賣方並不接受買方任何授權人、受託人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權利) 僅有指定之權限只可以買方的名義代買方簽署正式合約。  
No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

- (c) 買方須於正式合約中與賣方作出以下協議：(a) 如正式合約於任何情況被取消，賣方有權保留臨時訂金，及 (b) 該物業之買方除可將該物業用作按揭或抵押外，買方不可在完成買賣交易及簽署該物業之轉讓契之前以任何方式或協議提名任何人接受該物業之轉讓契、轉售該物業或轉讓正式合約之利益。

The Purchaser will have to agree with the Vendor in the Agreement to the effect that (a) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatsoever, and (b) other than entering into a mortgage or charge, 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.

- (d) 該物業的轉讓契必須以簽署該物業之正式合約的買方為受益人。

The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement of the Property.

15. (a) 在賣方就其有能力將該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，該物業買賣須於辦公時間內，在賣方律師的辦事處完成。

The sale and purchase of the Property shall be completed at the offices of the Vendor's Solicitors during office hours 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.

- (b) 買賣完成後，買方擁有該物業之空置管有權。

The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.

16. (a) 若買方亦聘用賣方律師為買方之代表律師處理購買該物業的所有法律文件（包括正式合約、按揭契及轉讓契等），賣方同意為買方支付有關正式合約及其後之轉讓契之法律費用。

If the Purchaser shall also instruct the Vendor's Solicitors to act for him / her in respect of all legal documentation in relation to the purchase of the Property (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the legal fees in respect of the Agreement and the subsequent Assignment.

- (b) 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自負責其有關正式合約及轉讓契之法律費用。  
If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, the Vendor and Purchaser shall pay its / his own legal fees in respect of the Agreement and the Assignment.
- (c) 買方律師有關處理、完成、加蓋印花及註冊正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。  
All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment shall be borne and paid by the Purchaser.
- (d) 一切圖則費用及有關該物業業權契據之認證副本 (包括其圖則) 之費用、查冊費、註冊費及其他實際支出款均須由買方承擔。一切有關該物業任何按揭之法律費用及雜費均由買方負責。  
All plan fees, the costs of certified copies of the relevant title deeds of the Property (including plan fees for such certified copies), search fees, registration fees and other disbursements shall be borne and paid by the Purchaser. All legal costs and disbursements in respect of any Mortgage of the Property shall also be borne and paid by the Purchaser.
- (e) 買方須負責有關擬定、加蓋印花、註冊及完成發展項目及期數的公契及管理協議 (「該公契」) 及附於該公契之圖則之費用的適當分攤。  
The purchaser shall pay respective due proportion of the costs for and incidental to the preparation, plans to be attached thereto, stamping, registration and completion of the Deed of Mutual Covenant and Management Agreement in relation to the Development and the Phase of which the Property forms part ("DMC").
17. 有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅 (包括但不限於根據《印花稅條例》(第 117 章) 可予徵收的從價印花稅及附加印花稅)，一概由買方負責支付。在本臨時合約訂立之日起 21 日內買方須向賣方律師交付並促使買方代表律師向賣方律師交付一份已加蓋從價印花稅之正式合約的認證副本或印花證明書的認證副本，以證明已完全繳付就正式合約須繳付之印花稅。  
All stamp duty (including without limitation any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117) payable on this Preliminary Agreement and/or the Agreement and/or the Assignment shall be solely borne and paid by the Purchaser. The Purchaser shall deliver and procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 21 days from the date of this Preliminary Agreement a certified true copy of the Agreement duly stamped with ad valorem stamp duty or a certified copy of the stamp certificate proving the due payment of the stamp duty payable on the Agreement.
18. 如在簽署正式合約前，買方或其代表人在土地註冊處註冊本臨時合約，買方特此授權賣方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的註冊。  
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
19. 在買賣成交且買方有權取得該物業的管有權前，買方須 (a) 償還賣方已支付的所有發展項目公用地方或公用部份的水、電及煤氣按金 (如有) 及 (b) 繳付予發展項目的管理人或賣方一切根據該公契須付的管理費按金、特別基金、泥頭清理費及其他按金及款項。  
Before the Purchaser is entitled to possession of the Property on completion, the Purchaser shall (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development and (b) pay to the manager of the Development or the Vendor all the management fee deposits, special fund, advance payments, debris removal fee and other deposits and payments payable under the said Deed.
20. 賣方保留權利修正付款方式及售價在計算方面之錯誤或遺漏。售價以及付款方式以正式合約為準。  
The amount of the purchase price and the payment terms shall be as stated in the Agreement.
21. 該物業乃屬《印花稅條例》第 29A(1) 條所指的住宅物業。  
The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

22. 本臨時合約所規定之期限均須嚴格遵守。  
Time is of the essence of this Preliminary Agreement.
23. 買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。  
The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
24. 賣方保留於其認為所需時修改發展項目及期數（包括該物業）建築圖則之權利，但賣方須由建築事務監督就有關影響該物業修改之批准後計 14 天內以書面通知買方。  
The Vendor reserves the right to alter the building plans in respect of the Development and the Phase (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority.
25. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而本臨時合約基於任何原因被終止，賣方可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的註冊，有關費用由買方支付。  
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed and if this Preliminary Agreement is terminated for whatever reason, the Vendor may 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, at the cost of the Purchaser.
26. 買方可聘用自己選擇的律師處理其購買該物業買賣的相關事宜，有關律師行之資料，買方可致電香港律師會查詢，電話：2846 0500，或瀏覽其網頁 [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk)。  
The Purchaser may instruct its own solicitor to act for it in its purchase of the Property. For details of the solicitors' firms, please contact The Law Society of Hong Kong at telephone number 2846 0500 or visit its website at [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk).
27. 本臨時合約取代雙方過往所有之商議、申述、認知及協議。  
This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
28. 本臨時合約可於沒有得到任何非本臨時合約一方同意的情況下撤銷，而《合約（第三者權利）條例》（第 623 章）第 6(1) 條將不適用於本臨時合約。  
This Preliminary Agreement may be rescinded by agreement of the parties hereto without the consent of any person who is not a party to this Preliminary Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement.

29. 如本臨時合約之中英文文本有任何差異或不一致之處，一概以英文文本為準。  
In the event of any discrepancy or conflict between the Chinese and English versions of this Preliminary Agreement, the English version shall prevail.

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

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

**附表 SCHEDULE**  
**第一部 PART I**

(註：由賣方填寫。)  
(Note: to be filled in by the Vendor.)

該物業的量度尺寸如下：  
The measurements of the Property are as follows :-

第	座	樓	單位
Unit	on	Floor of Tower	

- |     |   |  |   |
|-----|---|--|---|
| (a) | 該物業的實用面積為<br>the saleable area of the Property is             | 平方米／<br>square metres /  | 平方呎 *[其中－]<br>square feet *[of which －] |
|     | *[ 平方米／<br>square metres /                                    | 平方呎為露台的樓面面積]；<br>square feet is the floor area of the balcony];            |   |
|     | *[ 平方米／<br>square metres /                                    | 平方呎為工作平台的樓面面積]；<br>square feet is the floor area of the utility platform]; |   |
|     | *[ 平方米／<br>square metres /                                    | 平方呎為陽台的樓面面積]；<br>square feet is the floor area of the verandah]; and       |   |
| (b) | 其他量度尺寸為－<br>other measurements are –                          |  |   |
|     | *[空調機房的面積為<br>*the area of the air-conditioning plant room is | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[窗台的面積為<br>*the area of the bay window is                    | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[閣樓的面積為<br>*the area of the cockloft is                      | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[平台的面積為<br>*the area of the flat roof is                     | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[花園的面積為<br>*the area of the garden is                        | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[停車位的面積為<br>*the area of the parking space is                | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[天台的面積為<br>*the area of the roof is                          | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[梯屋的面積為<br>*the area of the stairhood is                     | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[前庭的面積為<br>*the area of the terrace is                       | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |
|     | *[庭園的面積為<br>*the area of the yard is                          | 平方米／<br>square metres /  | 平方呎]；<br>square feet];                  |



附表 SCHEDULE  
第二部 PART II

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



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

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

1. 就《一手住宅物業銷售條例》(「**條例**」)而言，買方謹此確認買方  是 /  不是 賣方的「有關連人士」。  
The Purchaser hereby confirms that the Purchaser  IS /  IS NOT a related party to any of the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (“**Ordinance**”).
2. 就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：  
For the purposes of this Declaration, a person is a related party to the Vendor if that person is :-
- (a) 賣方的董事，或該董事的父母、配偶或子女；  
a director of the Vendor, or a parent, spouse or child of such a director;
  - (b) 賣方的經理；  
a manager of the Vendor;
  - (c) 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；  
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
  - (d) 賣方的有聯繫法團或控權公司；  
an associate corporation or holding company of the Vendor;
  - (e) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或  
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
  - (f) 上述有聯繫法團或控權公司的經理。  
a manager of such an associate corporation or holding company.

備註

Remarks

- (1) 賣方的控權公司：勝谷有限公司、合景發展有限公司、立豐環球有限公司、旭日國際地產發展 (香港) 有限公司、旭日國際地產發展有限公司、旭日國際地產有限公司及旭日國際置業有限公司  
Holding companies of the Vendor : Victory Valley Limited, United View Developments Limited, Richset Global Limited, Early Light International Property Development (HK) Limited, Early Light International Property Development Limited, Early Light International Properties Limited and Early Light International Estates Limited



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

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

1. 買方確認及聲明買方是經由下述人士介紹到賣方的售樓處簽署購買上述物業的臨時買賣合約：  
The Purchaser hereby confirms and declares that the Purchaser is introduced by the following person to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property :-

姓名 Name : \_\_\_\_\_  
地產代理牌照號碼 EAA Licence No. : \_\_\_\_\_  
所屬地產代理公司 Estate Agency : \_\_\_\_\_

上述介紹人及其所屬地產代理公司後各稱「中介人」。  
The aforesaid person and the estate agency to which he / she belongs will each be referred to as an "Intermediary".

2. 買方及中介人謹此確認及聲明如下：  
The Purchaser and the Intermediary hereby confirm and declare as follows :-

- (a) 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、中介人或任何其他人士負責。  
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.
- (b) 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。  
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.

- (c) 買方與中介人之任何糾紛一概與賣方無關。上述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。

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.

3. 如本聲明之中英文文本有任何差異或不一致之處，一概以英文文本為準。

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

買方簽署

Signed by the Purchaser

中介人簽署

Signed by the Intermediary

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

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

- The Purchaser has attended the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly from the Vendor.  
買方已到售樓處直接購買並簽署購買上述物業的臨時買賣合約。
- The Vendor and their staff has not collected 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 is 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。
- In the event of any discrepancy or conflict between the Chinese and English versions of this Declaration, the English version shall prevail.  
如本聲明之中英文文本有任何差異或不一致之處，一概以英文文本為準。

買方簽署

Signed by the Purchaser

  

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海琪有限公司  
Ocean Regal Limited

個人資料收集聲明  
Personal Information Collection Statement

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

收集閣下的個人資料

Collection of your personal information

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

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

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

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

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

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

閣下資料可能被用作的用途

Purposes for which Your Information may be used

我們可能不時使用閣下資料作下列一個或多個用途：

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



- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；  
handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；  
providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；  
where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；  
handling your applications or requests for services, products, memberships or benefits;
- (v) 促進物業管理及保安；  
facilitating property management and security;
- (vi) 促銷服務、物業、物業發展項目、產品及其他項目（詳情請參閱以下「在直接促銷中使用閣下資料」部份）；  
marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below);
- (vii) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；  
conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (viii) 與閣下溝通；  
communicating with you;
- (ix) 調查及處理投訴；  
investigating and handling complaints;
- (x) 預防或偵測非法或可疑活動；及  
preventing or detecting illegal or suspicious activities; and
- (xi) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。  
making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

#### **轉移閣下資料**

#### **Transfer of Your Information**

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部份所限。閣下資料可能被轉移至香港境外：

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to “Use of Your Information in direct marketing” section below. Your Information may be transferred outside Hong Kong :-

- (i) 我們的任何有聯繫法團；  
any of our associated corporation(s);
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士  
any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；  
any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；  
any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士；及  
any person involved in your property transaction; and
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。  
any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

#### 在直接促銷中使用閣下資料

#### **Use of Your Information in direct marketing**

(i) 除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及 (ii) 除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

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

就直接促銷，我們有意：

In connection with direct marketing, we intend :-

- (a) 使用我們不時收集、產生、編製或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；  
to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) 向閣下促銷以下類別的服務及產品：  
to market the following classes of services and products to you :-
  - (1) 我們及／或我們的任何有聯繫法團提供的物業或物業發展項目；  
properties or property developments offered by us and/or any of our associated corporation(s);
  - (2) 我們及／或我們的任何有聯繫法團提供的服務及產品 (包括地產代理服務、信貸融資及財務服務)；  
services and products offered by us and/or any of our associated corporation(s) (including real estate agency services, credit facilities and financial services);
  - (3) 我們及／或我們的任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及  
offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us and/or any of our associated corporation(s); and

(4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；  
donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

(c) 為換取金錢或其他財產，將以上 (a) 段所述的閣下資料提供予我們的任何有聯繫法團以供其在直接促銷以上 (b) 段所述的服務及產品類別中使用。  
in return for money or other property, to provide Your Information described in (a) above to any of our associated corporation(s) for their use in direct marketing the classes of services and products described in (b) above.

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

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

### 查閱及改正閣下資料

#### Access to and correction of Your Information

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，海琪有限公司的地址為香港新界上水嘉富坊9號旭日國際中心。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made in writing to us. The address of Ocean Regal Limited is Early Light International Centre, No.9 Ka Fu Close, Sheung Shui, New Territories, Hong Kong.

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

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

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

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

請不要向我發送直接促銷資訊。  
Please do NOT send direct marketing information to me.

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。  
Please do NOT provide my personal data to other persons for their use in direct marketing.

簽署 Signature : \_\_\_\_\_

關於開放式廚房的確認信  
Acknowledgement Letter regarding Open Kitchen  
(只適用於連同開放式廚房的住宅物業)  
(only applicable to residential properties with open kitchen)

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約前，已完全知悉、明白並接納以下事項：

I / We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I / we am / are fully aware of, understand and accept the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :-

1. 本人／吾等現確認，本人／吾等們明白該物業屬於設有開放式廚房之住宅物業，而按照地政總署署長所批核之公契及管理協議（「公契」）的規定，設有開放式廚房之有關住宅物業的業主須遵守公契內第四附表第 (53) 條的規定，自費遵守和履行有關開放式廚房消防安全之契諾、責任、規定和限制，本人／吾等並須促使該物業的租客及佔用人遵守及履行上述的契諾、責任、規定和限制。

I / We hereby acknowledge that I / we am / are aware of and understand that the Property is a residential property containing open kitchen and that under the Deed of Mutual Covenant and Management Agreement approved by the Director of Lands (“DMC”), owners of the relevant residential properties with open kitchen shall comply with Clause (53) of the Fourth Schedule to the DMC and at my / our own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed concerning fire safety of open kitchen and shall cause the tenants and occupiers of the Property to observe and comply with the same.

2. 本人／吾等現確認本人／吾等明白須遵守和履行以下規定，包括但不限於：

I / We hereby acknowledge that I / we am / are aware of and understand that I / we am / are required to observe and perform the followings requirements, including but not limited to :-

- (a) 不可移除或阻擋安裝在該物業內和該物業外公用地方的煙霧偵測器。  
smoke detectors provided inside the Property and at the common area outside the Property shall not be removed or obstructed.
- (b) 不可移除或阻擋安裝在該物業內開放式廚房天花的花灑頭。  
sprinkler head provided at the ceiling immediately above the open kitchen shall not be removed or obstructed.

- (c) 不可移除該物業出口大門旁之耐火等級不少於 - / 30 / 30 的全高度牆。  
the full height wall having a fire resistance rating of not less than - / 30 / 30 adjacent to the exit door of the Property shall not be removed.
- (d) 上述 (a) 及 (b) 所述的該物業內的消防裝置須由發展項目期數的管理人委任的註冊消防工程公司進行年檢，費用由本人／吾等支付。  
the fire service installations mentioned in (a) and (b) above which are inside the Property shall be subject to annual check at the cost and expense of me / us conducted by the registered fire service installation contractor appointed by the Manager of the Phase of the Development (“RFSIC”).
- (e) 本人／吾等及該物業的租客及佔用人須容許註冊消防工程公司進行年檢及保養。  
I / we and the tenants and occupiers of the Property shall allow access for the RFSIC to carry out annual check and maintenance.
3. 本人／吾等確認明白上文第 2 段內所述之條款為相關公契及《消防安全管理計劃》的條款之摘要，僅供參考，一切均以最後生效之公契內之條款及其中摘要的《消防安全管理計劃》中的規定為準，另本人／吾等亦確認於簽訂該物業的臨時買賣合約前已獲建議細閱公契最新擬稿（於售樓處及發展項目的互聯網網站有所提供）及尋求專業意見。  
I / We hereby acknowledge that the provisions mentioned in paragraph 2 above are only a summary of the DMC provisions concerned and the requirements under the Fire Safety Management Plan, which is for reference only and subject to the final effective terms of the DMC and the final effective requirements under the Fire Safety Management Plan summarised therein and that I / we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the latest draft DMC (which is available at the sales office and on the website of the Development) and seek professional advice.
4. 本人／吾等確認及聲明本人／吾等同意購入物業時已完全知悉上述之契諾、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。  
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.
5. 如本確認信之中英文文本有任何差異或不一致之處，一概以英文文本為準。  
In the event of any discrepancy or conflict between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.

經適當及仔細考慮本確認信的內容後，本人／吾等確認及聲明本人／吾等同意購入該物業時已完全知悉並接受及同意上述事項。

After due and careful consideration of the content of this Acknowledgement Letter, I / we hereby confirm and declare that I / we have agreed to purchase the Property with full knowledge of and accept and agree the above.

買方簽署

Signed by the Purchaser

  

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關於櫃的確認信  
Acknowledgement Letter regarding Cabinet(s)

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「**臨時合約**」）前，已完全知悉、明白並接納以下事項：

I / We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I / we am / are fully aware of, understand and accept the following matters prior to my / our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) of the Property :-

- 在該物業買賣完成時，賣方將會於該物業內提供一套櫃（「**該櫃**」）。(i) 該櫃於售樓說明書的住宅物業的樓面平面圖上顯示的大概位置僅作識別之用；(ii) 該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；及 (iii) 本人／吾等不會就該櫃的存在、設計、顏色或物料提出任何反對或向賣方作出任何反對、申索、要求或補償。  
A set of cabinet(s) (“**Cabinet(s)**”) will be provided by the Vendor in the Property upon completion of the sale and purchase of the Property. (i) The approximate location(s) of the Cabinet(s) as indicated on the floor plans of residential properties in the sales brochure are for identification purposes only; (ii) the actual location(s) and dimension(s) of the Cabinet(s) may vary and shall be subject to as-built handover condition; and (iii) I / we shall not make any objection, claims, demands or remedies whatsoever against the Vendor in relation to the existence, design, colour or materials of the Cabinet(s).
- 本確認信任何條款都不應被視為或詮釋為變更或修改臨時合約及其後的正式買賣合約之任何條款或條件，亦不會影響或損害賣方於臨時合約及其後的正式買賣合約下之權利及責任。  
Nothing contained herein shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the subsequent agreement for sale and purchase, nor shall affect or prejudice the rights and obligations of the Vendor under the Preliminary Agreement and the subsequent agreement for sale and purchase.
- 雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) 強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。  
The parties do not intend any term of this Acknowledgement Letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this Acknowledgement Letter shall be excluded from the application thereof.



**關於「提早付清樓價現金回贈」的確認信**  
**Acknowledgement Letter regarding “Early Settlement Cash Rebate”**  
(只適用於支付條款 B - 180 天現金優惠付款計劃)  
(only applicable to Terms of Payment B - 180-Day Cash Payment Plan)

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「**臨時合約**」）前，已完全知悉、明白並接納以下事項：

I / We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I / we am / are fully aware of, understand and accept the following matters prior to my / our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) of the Property :-

- 買方於本確認信日期簽訂臨時買賣合約（「**臨時合約**」）購買該物業。現特此確認，受買方遵守以下條款及條件為前提下，賣方會準備按以下列表提供現金回贈（「**現金回贈**」）予買方：

Referring to the Purchaser’s purchase of the Property under the Preliminary Agreement for Sale and Purchase entered into at the date of this Acknowledgement Letter (“**Preliminary Agreement**”), the Vendor hereby confirms that the Vendor is prepared to provide the Purchaser with a cash rebate (“**Cash Rebate**”) according to the table below, subject to the Purchaser’s compliance with the following terms and conditions :-

<b>Date of full settlement of purchase price</b> 付清樓價的日期	<b>Amount of the Cash Rebate</b> 現金回贈金額
Within 120 days after the signing of the Preliminary Agreement 簽署臨時合約後 120 日內	1% of the purchase price 樓價 1%

如上述訂明的任何期限的最後一日不是工作日 (按《一手住宅物業銷售條例》(第 621 章) 第 2(1) 條所定義)，則該日期定為下一個工作日。

If the last day of any period above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap.621)), the said day shall fall on the next working day.

- 買方須於簽署臨時合約後的5個工作日內按臨時合約之條款及條件簽立正式買賣合約（「**正式合約**」）。  
The Purchaser shall sign the formal agreement for sale and purchase (“**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.



3. 在買方完全遵守、履行及符合於本確認信、臨時合約及正式合約所列的條款及條件（必須嚴格遵行所有時間限制）的前提下，現金回贈將支付予買方。一經賣方支付現金回贈，賣方於本確認信中有關支付現金回贈的責任（如有）將完全解除。
- Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Acknowledgement Letter, the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence) on the Purchaser's part, the Cash Rebate will be paid to the Purchaser and upon payment of the Cash Rebate by the Vendor, the Vendor's obligation in relation to the payment of the Cash Rebate under this Acknowledgement Letter, if any, shall be absolutely discharged.
4. 若買方未能遵守、履行或符合本確認信、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷及／或要求退還現金回贈，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。
- In the event that the Purchaser fails to observe perform or comply with any of the terms and conditions contained in this Acknowledgement Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for a refund of the Cash Rebate forthwith without prejudice to the Vendor's other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws.
5. 買方須於擬提前付清樓價的日期前最少 30 日以書面向賣方提出申請現金回贈。如買方符合取得現金回贈的條件，賣方會在收到申請並確認有關資料無誤後，在該物業的買賣成交日期後30日內，將現金回贈直接用作支付買方應繳付之部份樓價餘額（或以其他由賣方以其絕對酌情權決定的方式支付予買方）。
- If the Purchaser is eligible to Cash Rebate, after the Vendor's receipt of the application and verification of the information therein, the Vendor will apply the Cash Rebate towards part payment of the balance of the purchase price payable by the purchaser directly (or in other manner as the Vendor may decide in its absolute discretion).
6. 儘管上述另有規定，假如擬提前付清樓價的日期不早於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期，買方則無權申請，而賣方亦無須支付該現金回贈。
- Notwithstanding anything stated hereinabove, if the intended date of early full settlement of purchase price is not earlier than the date of notification by the Vendor to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, then the Purchaser is / are not entitled to apply for, and the Vendor is not obliged to pay, the Cash Rebate.
7. 上述之現金回贈為買方個人專有，買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方，買方仍必須履行和遵守臨時合約及正式合約內一切條款與條件，並依其條款及條件完成該物業之買賣。
- The Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Cash Rebate to a third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Agreement and to complete the sale and purchase of the Property in accordance with the terms and condition contained therein.
8. 本確認信獨立於臨時合約及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本確認信不應被解釋為影響或損害臨時合約或正式合約下賣方或買方之責任、權利或補償。倘賣方未能遵守或履行其在本確認信下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而買方仍有責任遵守及履行臨時合約及正式合約所有條款及條件並受其約束。
- This Acknowledgement Letter is independent of the Preliminary Agreement and the Agreement. Nothing contained in this Acknowledgement Letter shall supersede, vary or modify any terms or conditions of the Preliminary Agreement and the Agreement. This Acknowledgement Letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or the Purchaser under the Preliminary Agreement or the Agreement. In case the Vendor fails to observe or perform any of its obligations in this Acknowledgement Letter, the operation, validity or enforceability of any provision in the Preliminary Agreement or the Agreement will not in any way be prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement.

9. 與本確認信任何條款有關的任何爭議，概由賣方享有最終決定權。  
In case of any dispute in relation to any terms and conditions of this Acknowledgement Letter, the Vendor shall have the right of final decision.
10. 雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。  
The parties do not intend any term of this Acknowledgement Letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this Acknowledgement Letter shall be excluded from the application thereof.
11. 如本確認信之中英文文本有任何差異或不一致之處，一概以英文文本為準。  
In the event of any discrepancy or conflict between the Chinese and English versions of this Acknowledgement Letter, the English version shall prevail.

經小心考慮本信件的内容後，本人／我們同意接受本信件所列的所有條款與細則及受其約束。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署

Signed by the Purchaser

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**關於「提早付清樓價現金回贈」的確認信**

**Acknowledgement Letter regarding “Early Settlement Cash Rebate”**

(只適用於支付條款 C - 靈活建築期付款計劃或支付條款 D - 優越建築期付款計劃)

(only applicable to Terms of Payment C - Flexible Stage Payment Plan or Terms of Payment D - Supreme Stage Payment Plan)

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「**臨時合約**」）前，已完全知悉、明白並接納以下事項：

I / We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I / we am / are fully aware of, understand and accept the following matters prior to my / our signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) of the Property :-

- 買方於本確認信日期簽訂臨時買賣合約（「**臨時合約**」）購買該物業。現特此確認，受買方遵守以下條款及條件為前提下，賣方會準備按以下列表提供現金回贈（「**現金回贈**」）予買方：

Referring to the Purchaser’s purchase of the Property under the Preliminary Agreement for Sale and Purchase entered into at the date of this Acknowledgement Letter (“**Preliminary Agreement**”), the Vendor hereby confirms that the Vendor is prepared to provide the Purchaser with a cash rebate (“**Cash Rebate**”) according to the table below, subject to the Purchaser’s compliance with the following terms and conditions :-

<b>Date of full settlement of purchase price</b> 付清樓價的日期	<b>Amount of the Cash Rebate</b> 現金回贈金額
Within 120 days after the signing of the Preliminary Agreement 簽署臨時合約後 120 日內	4% of the purchase price 樓價 4%
Within 180 days after the signing of the Preliminary Agreement 簽署臨時合約後 180 日內	3% of the purchase price 樓價 3%
Within 240 days after the signing of the Preliminary Agreement 簽署臨時合約後 240 日內	2% of the purchase price 樓價 2%
Within 300 days after the signing of the Preliminary Agreement 簽署臨時合約後 300 日內	1% of the purchase price 樓價 1%

如上述訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》(第 621 章)第 2(1) 條所定義), 則該日期定為下一個工作日。

If the last day of any period above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap.621)), the said day shall fall on the next working day.

2. 買方須於簽署臨時合約後的5個工作日內按臨時合約之條款及條件簽立正式買賣合約(「正式合約」)。  
The Purchaser shall sign the formal agreement for sale and purchase (“**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
3. 在買方完全遵守、履行及符合於本確認信、臨時合約及正式合約所列的條款及條件(必須嚴格遵行所有時間限制)的前提下, 現金回贈將支付予買方。一經賣方支付現金回贈, 賣方於本確認信中有關支付現金回贈的責任(如有)將完全解除。  
Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Acknowledgement Letter, the Preliminary Agreement and the Agreement (in respect of which time shall be of the essence) on the Purchaser’s part, the Cash Rebate will be paid to the Purchaser and upon payment of the Cash Rebate by the Vendor, the Vendor’s obligation in relation to the payment of the Cash Rebate under this Acknowledgement Letter, if any, shall be absolutely discharged.
4. 若買方未能遵守、履行或符合本確認信、臨時合約或正式合約內任何條款或條件, 賣方有權即時撤銷及/或要求退還現金回贈, 且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。  
In the event that the Purchaser fails to observe perform or comply with any of the terms and conditions contained in this Acknowledgement Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for a refund of the Cash Rebate forthwith without prejudice to the Vendor’s other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws.
5. 買方須於擬定提前付清樓價的日期前最少 30 日以書面向賣方提出申請現金回贈。如買方符合取得現金回贈的條件, 賣方會在收到申請並確認有關資料無誤後, 在該物業的買賣成交日期後30日內, 將現金回贈直接用作支付買方應繳付之部份樓價餘額(或以其他由賣方以其絕對酌情權決定的方式支付予買方)。  
If the Purchaser is eligible to Cash Rebate, after the Vendor’s receipt of the application and verification of the information therein, the Vendor will apply the Cash Rebate towards part payment of the balance of the purchase price payable by the purchaser directly (or in other manner as the Vendor may decide in its absolute discretion).
6. 儘管上述另有規定, 假如擬提前付清樓價的日期不早於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出書面通知的日期, 買方則無權申請, 而賣方亦無須支付該現金回贈。  
Notwithstanding anything stated hereinabove, if the intended date of early full settlement of purchase price is not earlier than the date of notification by the Vendor to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, then the Purchaser is / are not entitled to apply for, and the Vendor is not obliged to pay, the Cash Rebate.
7. 上述之現金回贈為買方個人專有, 買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方, 買方仍必須履行和遵守臨時合約及正式合約內一切條款與條件, 並依其條款及條件完成該物業之買賣。  
The Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Cash Rebate to a third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the Preliminary Agreement and the Agreement and to complete the sale and purchase of the Property in accordance with the terms and condition contained therein.
8. 本確認信獨立於臨時合約及正式合約, 其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本確認信不應被解釋為影響或損害臨時合約或正式合約下賣方或買方之責任、權利或補償。倘賣方未能遵守或履行其在本確認信下之任何責任, 臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行, 而買方仍有責任遵守及履行臨時合約及正式合約所有條款及條件並受其約束。  
This Acknowledgement Letter is independent of the Preliminary Agreement and the Agreement. Nothing contained in this Acknowledgement Letter shall supersede, vary or modify any terms or conditions of the Preliminary Agreement and the



關於平台／花園草皮的確認信  
Acknowledgement Letter regarding Lawn at Flat Roof / Garden  
(只適用於連同平台／花園的住宅物業)  
(only applicable to residential properties with flat roof(s) / garden(s))

發展項日期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「臨時合約」）前，已完全知悉、明白並接納以下事項：

I / We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I / we am / are fully aware of, understand and accept the following matters prior to my / our signing of the preliminary agreement for sale and purchase (“Preliminary Agreement”) of the Property :-

1. 在該物業買賣完成時，該物業內及／或其毗鄰之平台／花園（包括該物業之私人平台／花園和公用平台／花園）將會提供深度為約 300 - 500 毫米的泥面（「泥面」）連同草皮（「草皮」）。附圖顯示該泥面（連草皮）的大概位置，僅作識別用途。該泥面（連草皮）的實際位置、形狀、布局及尺寸可能會有所不同，一切以現場交樓為準。  
A soil surface of approximate depth of 300 - 500mm (“Soil Surface”) with lawn (“Lawn”) to be provided thereon will be provided at the flat roof(s) / garden(s) within and/or adjacent to the Property (which shall include private flat roof(s) / garden(s) of the Property and common flat roof(s) / garden(s)) upon completion of the sale and purchase of the Property. The approximate location of the Soil Surface (and the Lawn) are shown on the plan(s) attached hereto for identification purpose only. The actual location, shape, layout and dimensions of the Soil Surface (and the Lawn) may vary subject to as-built handover condition.
2. 該泥面（連草皮）（包括種植土及／或表面覆蓋之物料及／或任何其他構成部分）並非依據該物業之經批准建築圖則提供。取決於該物業的實際情況，該泥面（連草皮）可能與相連表面（包括但不限於高度、形狀、顏色等）並不一致。  
The Soil Surface (and the Lawn) (including soil and/or covering materials and/or other components thereof) are not provided as part of the approved building plan of the Property. Depending on the actual situation of the Property, the Soil Surface (and the Lawn) may be inconsistent with the nearby surface(s) (including but not limited to height, shape, color, etc.).
3. 本人／吾等已完全知悉該泥面（連草皮）的提供。在不損害本人／吾等在臨時合約及／或其後的正式買賣合約之下的權利，本人／吾等不得因為或就該泥面（連草皮）的存在、設計、顏色或物料而在該物業買賣成交之前或之後提出任何反對，或向賣方作出任何形式的申索、要求或補償。  
I / We am / are fully aware of the provision of the Soil Surface (and the Lawn). Without prejudice to my / our rights under the Preliminary Agreement and/or the subsequent agreement for sale and purchase, I / we shall not, whether before or after

completion of the sale and purchase of the Property, make any objection to or claims, demands or remedies whatsoever against the Vendor in relation to or in connection with the existence, design, colour or materials of the Soil Surface (and the Lawn).

4. 該泥面 (連草皮) 並非該物業的交樓標準裝置、裝修物料及設備的一部份。有關交樓標準裝置、裝修物料及設備的詳情，本人／吾等應參閱售樓說明書，一切亦以其後的正式買賣合約的條款及條件為準。

The Soil Surface (and the Lawn) do not form part of the standard fittings, finishes and appliances of the Property. For details of standard fittings, finishes and appliance, I / we should refer to the sales brochure of the Phase, which is also subject to the terms and conditions of the subsequent agreement for sale and purchase.

5. 賣方不會就該泥面 (連草皮) 作出任何保證、保養或陳述，尤其是不會就其狀況、狀態、品質或性能，或其是否或會否處於可運作狀態作出任何保證、保養或陳述。為免疑問，其後的正式買賣合約列明的欠妥之處的保養責任及延長保養欠妥之處優惠將不適用於該泥面 (連草皮)。

In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of the Soil Surface (and the Lawn) or as to whether the Soil Surface (and the Lawn) are or will be in working condition. For the avoidance of doubt, neither the defect liability warranty under the subsequent agreement for sale and purchase nor the Extended Defect Maintenance Offer will apply to the Soil Surface (and the Lawn).

6. 本確認信任何條款都不應被視為或詮釋為變更或修改臨時合約及其後的正式買賣合約之任何條款或條件，亦不會影響或損害賣方於臨時合約及其後的正式買賣合約下之權利及責任。

Nothing contained herein shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the subsequent agreement for sale and purchase, nor shall affect or prejudice the rights and obligations of the Vendor under the Preliminary Agreement and the subsequent agreement for sale and purchase.

7. 雙方無意賦予任何第三者權利依據《合約 (第三者權利) 條例》(第 623 章) 強制執行本確認信下任何條款，並且同意排除該條例對本確認信的適用。

The parties do not intend any term of this Acknowledgement Letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this Acknowledgement Letter shall be excluded from the application thereof.

8. 如本確認信之中英文文本有任何差異或不一致之處，一概以英文文本為準。

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

經適當及仔細考慮本確認信的內容後，本人／吾等確認及聲明本人／吾等同意購入該物業時已完全知悉並接受及同意上述事項。

After due and careful consideration of the content of this Acknowledgement Letter, I / we hereby confirm and declare that I / we have agreed to purchase the Property with full knowledge of and accept and agree the above.

買方簽署

Signed by the Purchaser

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**關於「代繳從價印花稅優惠」的確認信**  
**Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit”**

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即本物業的買方，特此確認及承認本人／吾等在簽署本物業的臨時買賣合約（「臨時合約」）前，已完全知悉、明白並接納以下事項：

I/We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are fully aware of, understand and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”) of the Property :-

1. 如買方依照本物業之臨時合約及其後之買賣合約（「正式合約」）訂定的日期付清每一期訂金、部份樓價及樓價餘款<sup>#</sup>，買方可享有「代繳從價印花稅」優惠（「該優惠」）。  
If the Purchaser settles each of the deposit(s), part payment(s) of the purchase price and the balance of the purchase price<sup>#</sup> according to the respective dates stipulated in the Preliminary Agreement and the subsequent Agreement for Sale and Purchase (“ASP”) of the Property, the Purchaser will be entitled to the “Ad Valorem Stamp Duty” Benefit (“Benefit”).

# 以賣方代表律師實際收到款項日期計算。

Subject to the actual date of payment(s) received by the Vendor’s solicitors.

2. 賣方會代買方繳付正式合約所須繳付的從價印花稅。賣方代繳付的從價印花稅款額為須繳付之從價印花稅的實際金額或以本物業樓價的 1.5% 為上限，以較低者為準。超出前述上限的從價印花稅款額（如有）由買方自行承擔。為免疑問，買方有責任支付所有印花稅，包括但不限於從價印花稅及印花稅署徵收之罰款（如適用）。  
The Vendor will pay the ad valorem stamp duty payable by the Purchaser in respect of the ASP. The amount of ad valorem stamp duty to be paid by the Vendor shall be the actual amount of ad valorem stamp duty payable or capped at 1.5% of the purchase price of the Property, whichever is lower. Any amount of ad valorem stamp duty (if any) in excess of the said cap shall be borne and paid by the Purchaser solely. For the avoidance of doubt, it is the Purchaser’s duty to pay all stamp duty, including but not limited to ad valorem stamp duty and penalty imposed by the Stamp Office (if applicable).
3. 所有因遲交從價印花稅或其他原因所招致的附加印花稅及罰款（如有）一概由買方負責，賣方並不會就此負上任何責任。  
All additional stamp duty and penalty (if any) incurred by late payment of the ad valorem stamp duty or other reasons shall be borne by the Purchaser solely. The Vendor will not bear any liability whatsoever in this respect.



4. 為免疑慮，賣方在代買方繳付從價印花稅（受限於本函第 2 條所述之上限）後，賣方對買方關於該優惠代買方繳付從價印花稅的責任將完結。即使該物業樓價日後有更改（不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因），賣方亦無須向買方代繳任何進一步的印花稅。

For the avoidance of doubt, after the Vendor has paid the ad valorem stamp duty (subject to cap stated in Clause 2 of this Letter) for the Purchaser, the Vendor's obligation to the Purchaser under the Benefit to pay the ad valorem stamp duty for the Purchaser will be discharged. Even if there is a change in the purchase price of the Property in the future (whether due to the Purchaser's application to change the Terms of Payment which has been approved by the Vendor or other reason), the Vendor is no longer required to pay any additional ad valorem stamp duty for the Purchaser.

5. 在不損害本函第 6 條的一般性的原則下，如因任何原因未能完成該物業之買賣，或正式合約因任何原因被取消或中止，買方將不能享有該優惠，及須按賣方選擇立即向賣方支付一筆相等於賣方已繳付之該優惠之款項或立即採取一切賣方要求之步驟及行動協助賣方從有關當局申請取回已付之從價印花稅，及應賣方要求向賣方提供所有就申請該項退款所需之文件。

Without prejudice to the generality of Clause 6 of this Letter, if the sale and purchase of the Property cannot be completed for any reason, or the ASP is cancelled or terminated for any reason, the Purchaser shall no longer be entitled to the Benefit and shall at the option of the Vendor forthwith pay to the Vendor an amount equivalent to the Benefit paid by the Vendor or forthwith carry out all steps and actions as may be required by the to assist the Vendor to apply for refund of the paid ad valorem stamp duty from the relevant authorities, and furnish the Vendor with all documents necessary for such application upon the Vendor's request.

6. 一旦買方未能遵守、履行或遵從本函條款、臨時合約及正式合約內任何條款或條件，賣方有權立即撤銷該優惠及／或要求退還該優惠，且不影响賣方在臨時合約、正式合約或法律上之其他權利與申索。買方只可就本函向賣方提出損害賠償之申索。

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Letter, the PASP and the ASP, the Vendor shall be entitled to withdraw the Benefit forthwith and/or ask for refund of the Benefit without prejudice to the Vendor's other rights and claims under the PASP and the ASP or at law. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

7. 在本函中的時間規定須嚴格遵守。

Time shall be of the essence of this Letter.

8. 該優惠不能轉讓及不能轉移，及只能由買方本人行使及享用。

The Benefit is non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

9. 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約及正式合約內的任何條款及／或條件。賣方在臨時合約及正式合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及正式合約的運作、有效性或可強制執行性或相關臨時合約及相關正式合約各方的權利、義務或責任。

This Letter is an agreement independent of the PASP and the ASP and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the PASP and the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the PASP and the ASP and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP and the ASP or the rights, duties or obligations of the parties to the PASP and the ASP.

10. 本函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.



關於「代繳從價印花稅優惠」的確認信  
Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit”

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即本物業的買方，特此確認及承認本人／吾等在簽署本物業的臨時買賣合約（「臨時合約」）前，已完全知悉、明白並接納以下事項：

I/We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are fully aware of, understand and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”) of the Property :-

1. 如買方依照本物業之臨時合約及其後之買賣合約（「正式合約」）訂定的日期付清每一期訂金、部份樓價及樓價餘款<sup>#</sup>，買方可享有「代繳從價印花稅」優惠（「該優惠」）。

If the Purchaser settles each of the deposit(s), part payment(s) of the purchase price and the balance of the purchase price<sup>#</sup> according to the respective dates stipulated in the Preliminary Agreement and the subsequent Agreement for Sale and Purchase (“ASP”) of the Property, the Purchaser will be entitled to the “Ad Valorem Stamp Duty” Benefit (“Benefit”).

# 以賣方代表律師實際收到款項日期計算。

Subject to the actual date of payment(s) received by the Vendor’s solicitors.

2. 賣方會代買方繳付正式合約所須繳付的從價印花稅。賣方代繳付的從價印花稅款額為須繳付之從價印花稅的實際金額或以本物業樓價的 2.25% 為上限，以較低者為準。超出前述上限的從價印花稅款額（如有）由買方自行承擔。為免疑問，買方有責任支付所有印花稅，包括但不限於從價印花稅及印花稅署徵收之罰款（如適用）。

The Vendor will pay the ad valorem stamp duty payable by the Purchaser in respect of the ASP. The amount of ad valorem stamp duty to be paid by the Vendor shall be the actual amount of ad valorem stamp duty payable or capped at 2.25% of the purchase price of the Property, whichever is lower. Any amount of ad valorem stamp duty (if any) in excess of the said cap shall be borne and paid by the Purchaser solely. For the avoidance of doubt, it is the Purchaser’s duty to pay all stamp duty, including but not limited to ad valorem stamp duty and penalty imposed by the Stamp Office (if applicable).

3. 所有因遲交從價印花稅或其他原因所招致的附加印花稅及罰款（如有）一概由買方負責，賣方並不會就此負上任何責任。

All additional stamp duty and penalty (if any) incurred by late payment of the ad valorem stamp duty or other reasons shall be borne by the Purchaser solely. The Vendor will not bear any liability whatsoever in this respect.

4. 為免疑慮，賣方在代買方繳付從價印花稅（受限於本函第 2 條所述之上限）後，賣方對買方關於該優惠代買方繳付從價印花稅的責任將完結。即使該物業樓價日後有更改（不論是否因買方日後申請更改支付辦法獲得賣方同意或其他原因），賣方亦無須向買方代繳任何進一步的印花稅。

For the avoidance of doubt, after the Vendor has paid the ad valorem stamp duty (subject to cap stated in Clause 2 of this Letter) for the Purchaser, the Vendor's obligation to the Purchaser under the Benefit to pay the ad valorem stamp duty for the Purchaser will be discharged. Even if there is a change in the purchase price of the Property in the future (whether due to the Purchaser's application to change the Terms of Payment which has been approved by the Vendor or other reason), the Vendor is no longer required to pay any additional ad valorem stamp duty for the Purchaser.

5. 在不損害本函第 6 條的一般性的原則下，如因任何原因未能完成該物業之買賣，或正式合約因任何原因被取消或中止，買方將不能享有該優惠，及須按賣方選擇立即向賣方支付一筆相等於賣方已繳付之該優惠之款項或立即採取一切賣方要求之步驟及行動協助賣方從有關當局申請取回已付之從價印花稅，及應賣方要求向賣方提供所有就申請該項退款所需之文件。

Without prejudice to the generality of Clause 6 of this Letter, if the sale and purchase of the Property cannot be completed for any reason, or the ASP is cancelled or terminated for any reason, the Purchaser shall no longer be entitled to the Benefit and shall at the option of the Vendor forthwith pay to the Vendor an amount equivalent to the Benefit paid by the Vendor or forthwith carry out all steps and actions as may be required by the to assist the Vendor to apply for refund of the paid ad valorem stamp duty from the relevant authorities, and furnish the Vendor with all documents necessary for such application upon the Vendor's request.

6. 一旦買方未能遵守、履行或遵從本函條款、臨時合約及正式合約內任何條款或條件，賣方有權立即撤銷該優惠及／或要求退還該優惠，且不影响賣方在臨時合約、正式合約或法律上之其他權利與申索。買方只可就本函向賣方提出損害賠償之申索。

In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Letter, the PASP and the ASP, the Vendor shall be entitled to withdraw the Benefit forthwith and/or ask for refund of the Benefit without prejudice to the Vendor's other rights and claims under the PASP and the ASP or at law. Any claim that the Purchaser may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

7. 在本函中的時間規定須嚴格遵守。

Time shall be of the essence of this Letter.

8. 該優惠不能轉讓及不能轉移，及只能由買方本人行使及享用。

The Benefit is non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

9. 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約及正式合約內的任何條款及／或條件。賣方在臨時合約及正式合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於買方購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及正式合約的運作、有效性或可強制執行性或相關臨時合約及相關正式合約各方的權利、義務或責任。

This Letter is an agreement independent of the PASP and the ASP and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the PASP and the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from the Purchaser's purchase of the Property, the PASP and the ASP and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP and the ASP or the rights, duties or obligations of the parties to the PASP and the ASP.

10. 本函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.



關於「星級傢俬禮券優惠」的確認信  
Acknowledgement Letter regarding “Deluxe Furniture Voucher Benefit”

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即本物業的買方，特此確認及承認本人／吾等在簽署本物業的臨時買賣合約（「臨時合約」）前，已完全知悉、明白並接納以下事項：

I/We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are fully aware of, understand and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”) of the Property :-

- 「星級傢俬禮券」優惠（「**該優惠**」）由賣方安排並將由 Design Concept & Project Limited（「**Design Concept**」）提供。根據該優惠，本人／吾等可享有由 Design Concept 提供的傢俬禮券（「**該傢俬禮券**」）。  
The “Deluxe Furniture” Voucher Benefit (“**Benefit**”) is arranged by the Vendor and will be provided by Design Concept & Project Limited (“**Design Concept**”). According to the Benefit, I/ We will be offered furniture voucher(s) from Design Concept (“**Furniture Voucher(s)**”).
- 在 Design Concept 訂明的時限內，本人／吾等可以使用該傢俬禮券換取 Design Concept 提供之預設傢俬組合或其他傢俬（「**該傢俬**」）。有關該傢俬的詳情（包括但不限於設計、顏色及物料），本人／吾等應直接向 Design Concept 查詢。  
Within the time limit stipulated by Design Concept, I/we may redeem the default furniture package or other item(s) of furniture offered by Design Concept (“**Furniture**”) using the Furniture Voucher(s). For details (including without limitation design, colour and materials) of the Furniture, I/we should enquire with Design Concept directly.
- 本人／吾等現確認收到該傢俬禮券及適用於本物業之傢俬資料便覽。本人／吾等獲提醒須在該傢俬禮券發出的日期 60 日內聯絡 Design Concept 以揀選該傢俬之款色及選項，否則本人／吾等將被視為已揀選預設傢俬組合。詳情本人／吾等須參閱該傢俬禮券。  
I/We hereby acknowledge receipt of the Furniture Voucher(s) and furniture factsheets applicable to the Property. I/We am/are reminded to make selection of the style(s) and option(s) of the Furniture within 60 days from the date of the Furniture Voucher(s) with Design Concept, failing which I/we will be deemed to have selected the default furniture package. For details, I/we should refer to the Furniture Voucher(s).
- Design Concept 會將該傢俬送貨至本物業（僅限於送貨至本物業）。該傢俬的運送將受限於本物業的實際情況和狀況及 Design Concept 的營運狀況。其營運可能受各種因素影響，包括但不限於不可抗力事宜；天災；戰爭及禁運；

叛亂、暴動、罷工、內亂；傳染病；放射性污染或與核電廠有關的災難；及／或恐怖襲擊的行為或威脅。該傢俬的實際運送日期可能會遲於本物業的成交日及／或交付日。本人／吾等不得因運送該傢俬之任何延誤導致的任何損失、向賣方及／或 Design Concept 作出任何賠償或補償的申索。交付該傢俬後，該傢俬的風險由本人／吾等承擔及本人／吾等將被視為已接受該傢俬。

Delivery of the Furniture will be made to the Property only by Design Concept. The delivery of the Furniture is subject to physical state and condition of the Property and operational status of Design Concept which may be affected by factors including but not limited to force majeure; act of God; war and embargo; rebellion, riots, strikes or civil disorder; infectious diseases; contamination by nuclear radio-activity or nuclear plant related hazards; and/or acts or threats of terrorism. The actual date of delivery of the Furniture may be later than completion date and/or handover date of the Property. I/we shall not make any claim for any loss, damage and compensation against the Vendor and/or Design Concept with respect to any delay in delivery of the Furniture. Upon delivery of the Furniture as aforesaid, the Furniture shall be at my/our risk and I/we shall be deemed to have accepted the Furniture.

5. 本人／吾等須付清本物業之樓價及按買賣合約（「買賣合約」）完成本物業買賣，不管：  
I/We shall settle the full amount of the purchase price of the Property and complete the sale and purchase of the Property in accordance with the Agreement for Sale and Purchase of the Property (“Agreement”) irrespective of whether :-
- (i) 就該優惠及／或該傢俬有否引起任何爭議；及  
there is any dispute arising from the Benefit and/or the Furniture; and
  - (ii) 交付予本人／吾等的所有或任何該傢俬是否與該優惠之條款一致；及  
all or any of the Furniture delivered by Design Concept to me/us is in accordance with the terms of the Benefit; and Design Concept
  - (iii) 是否於本物業的買賣成交後將所有或任何該傢俬送貨至本物業。  
all or any of the Furniture is delivered by Design Concept upon completion of the sale and purchase of the Property.  
Design Concept
6. 賣方或其代表不會就該優惠及該傢俬提供保養或作出任何保證或陳述，更不會就該傢俬的狀況、狀態、品質、性能或任何該的是否或會否在可運作狀態作出任何保證及陳述。如本人／吾等對該傢俬有任何異議或質詢，本人／吾等應直接聯絡 Design Concept。  
The Vendor or any person(s) on its behalf will not provide any maintenance or give any warranty or representation in any respect regarding the Benefit and the Furniture. In particular, no warranty or representation whatsoever is given as to the Furniture’s condition, state, quality, fitness or as to whether any of the Furniture is or will be in working condition. If I/we have any objection or requisitions whatsoever in respect of the Furniture, I/we should contact Design Concept directly.
7. 該優惠受 Design Concept 所施加之其他條款及細則（包括但不限於載於傢俬禮券及資料便覽者）約束。賣方不會就該優惠和／或該傢俬的提供承擔任何責任，亦不會就該優惠及／或該傢俬導致任何直接或間接的損失承擔任何責任。  
The Benefit is subject to other terms and conditions imposed by Design Concept (including but not limited to those set out in the Furniture Voucher(s) and factsheets). The Vendor is not responsible for the provision of the Benefit and/or the Furniture and is not responsible for any direct or indirect liabilities or losses in connection with the Benefit and/or the Furniture.
8. 該優惠及該傢俬的提供的前提是本人／吾等按買賣合約完成購買本物業。如本人／吾等沒有按買賣合約完成購買本物業，本人／吾等須賠償與該優惠等價之金額給賣方。  
The offer of the Benefit and the Furniture is subject to the completion of the purchase of the Property in accordance with the Agreement. If I/we do not complete the purchase of the Property in accordance with the Agreement, I/we shall compensate the Vendor for an amount equivalent to the Benefit.
9. 為了 Design Concept 向本人／吾等提供該優惠及該傢俬的目的，本人／吾等現同意及指示賣方轉移及提供本人／吾等之個人資料及有關文件（包括但不限於提供有關臨時合約的副本）予 Design Concept。為方便 Design Concept 就

有關該優惠及該傢俬之相關事宜與本人／吾等聯絡，本人／吾等現同意於本信件之附錄提供聯絡資料。

I/We agree and hereby direct the Vendor to transfer and provide my/our personal data and relevant documents (including but not limited to provision of copy of the relevant Preliminary Agreement) to Design Concept for the purposes of provision of the Benefit and the Furniture by Design Concept to me/us. In order to facilitate Design Concept to contact me/us on any matters relating to the Benefit and/or the Furniture, I/we hereby agree to provide the contact details as listed out in the Annex to this letter.

10. 本函為一獨立於臨時合約及買賣合約之協議，本函任何內容均不得視作取替或更改臨時合約及買賣合約內的任何條款及／或條件。賣方在臨時合約及買賣合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於本人／吾等購買該物業、臨時合約及買賣合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及買賣合約的運作、有效性或可強制執行性或相關臨時合約及相關買賣合約各方的權利、義務或責任。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from my/our purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement and the Agreement or the rights, duties or obligations of the parties to the Preliminary Agreement and the Agreement.

11. 不論本函任何其他條款的規定，並非本函一方的人無權根據《合約（第三者權利）條例》（第 623 章）強制執行本函的任何條款。

Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.

12. 任何與本函任何條款及條件有關的爭議，概由賣方享有最終決定權。

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

13. 本函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.

經小心考慮本信件的内容後，本人／我們同意接受本信件所列的所有條款與細則及受其約束。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署

Signed by the Purchaser

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**附錄**

**Annex**

本人／我們現提供以下之聯絡資料供 Design Concept 跟進有關該優惠及／或該家具之事宜：

I/ we hereby provide the following contact details to Design Concept for following up any matters relating to the Benefit and/or the Furniture :-

該物業 Property	座 Tower	樓層 Floor	單位 Unit
姓名 Name			
電話 Telephone		電郵 Email	

關於「車位認購優惠」的確認信  
Acknowledgement Letter regarding “Carpark Purchase Benefit”

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「臨時合約」）前，已完全知悉、明白並接納以下事項：

I/We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are fully aware of, understand and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”) of the Property :-

受制於合約，賣方可於其全權及絕對酌情決定的時間向本人／吾等出售一個發展項目的住宅停車位（該停車位由賣方全權及絕對酌情決定），及受下列的條款及條件約束：

Subject to contract, the Vendor may sell to me/us One (1) residential parking space in the Development (to be determined by the Vendor in its sole and absolute discretion) at such time as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions :-

1. 本人／吾等須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立有關該物業的買賣合約（「買賣合約」）。  
I/We shall execute the agreement for sale and purchase in respect of the Property (“Agreement”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
2. 本人／吾等必須完全遵守、履行及符合買賣合約內所有條款及條件，包括但不限於其中所列的支付條款。  
I/We shall observe, perform and comply with all the terms and conditions in the Agreement including but not limited to the payment terms as specified therein.
3. 本人／吾等必須完全遵守、履行及符合賣方可能不時發給閣下有關出售住客停車位的安排事宜的通知書（「通知書」）中所列的條款及條件。  
I/We shall observe, perform and comply with the terms and conditions as may be specified in the notice that the Vendor may serve upon you from time to time regarding the arrangement of the sale of residential parking spaces (“Notice”).
4. 若本人／吾等未能遵守、履行或符合臨時合約、買賣合約、本函及／或通知書內任何條款或條件，本函即告作廢並無效而上述優惠將即時被撤銷（且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索）而如本人／吾等已就購入發展項目住宅停車位簽立任何合約（不論臨時或其他合約），本人／吾等必須立即按賣方要求

採取一切行動及簽立所有文件將之取消及終止 (無任何賠償)。

In the event I/we shall fail to observe, perform or comply with any of the terms or conditions contained in the Preliminary Agreement, the Agreement, this Letter and/or the Notice, this Letter shall become null and void upon which I/we shall no longer be entitled to the benefit contained in this Letter which shall be deemed to have been withdrawn (without prejudice to the Vendor's rights and claims against me/us under the Preliminary Agreement, the Agreement and the applicable laws), and where any agreement, whether preliminary or otherwise, has been entered into for the purchase of residential car parking space of the Development, I/we shall forthwith take all steps and execute all documents required by the Vendor to cancel and terminate the same without any compensation.

5. 在賣方作出任何出售發展項目住宅停車位的要約 (賣方無須作出任何出售要約) 的情況下, 如本人/吾等未能於該出售要約中指明的時間內接受該出售要約及全面遵從該出售要約的條款和條件, 該出售要約將告失效。

In the event any offer to sell a residential parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make), such offer shall lapse if I/we shall fail to accept such offer and fully comply with the terms and conditions of such offer within the time as set out in such offer.

6. 如賣方作出出售發展項目住宅停車位的要約 (賣方無須作出任何出售要約) 而本人/吾等接受該要約, 本人/吾等必須於簽署住客停車位的臨時買賣合約時出示本函予賣方。

In the event an offer to sell a residential parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make) and I/we shall accept such offer, I/we shall present this Letter to the Vendor at the time of signing the preliminary agreement for sale and purchase of the residential parking space.

7. 賣方作出的任何出售發展項目住宅停車位的要約均不能轉讓及轉移, 及只能由本人/吾等親身接受。

Any offer to sell a residential car parking space of the Development made by the Vendor shall be non-assignable and non-transferable, and can only be accepted by me/us personally.

8. 本函為一獨立於臨時合約及買賣合約之協議, 本函任何內容均不得視作取替或更改臨時合約及買賣合約內的任何條款及/或條件。賣方在臨時合約及買賣合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於本人/吾等購買該物業、臨時合約及買賣合約之協議, 本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及買賣合約的運作、有效性或可強制執行性或相關臨時合約及相關買賣合約各方的權利、義務或責任。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from my/our purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement and the Agreement or the rights, duties or obligations of the parties to the Preliminary Agreement and the Agreement.

9. 不論本函任何其他條款的規定, 並非本函一方的人無權根據《合約 (第三者權利) 條例》(第 623 章) 強制執行本函的任何條款。

Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.

10. 本函之中文譯本僅供參考之用, 如有歧義, 仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.

經小心考慮本信件的内容後, 本人/我們同意接受本信件所列的所有條款與細則及受其約束。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署

Signed by the Purchaser

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關於「車位租用優惠」的確認信  
Acknowledgement Letter regarding “Carpark Rental Benefit”

發展項目期數名稱及地址 Name and address of the Phase of Development	:	黃金海灣的第 1 期 (意嵐) Phase 1 of Gold Coast Bay (The Uppland)
該物業 Property	:	詳見投標表格 Please refer to the Form of Tender
賣方 Vendor	:	海琪有限公司 Ocean Regal Limited
買方 Purchaser	:	
日期 Date	:	

本人／吾等為下方簽署人，即該物業的買方，特此確認及承認本人／吾等在簽署該物業的臨時買賣合約（「**臨時合約**」）前，已完全知悉、明白並接納以下事項：

I/We, the undersigned, being the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are fully aware of, understand and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property :-

受制於合約，賣方可於其全權及絕對酌情決定的時間向本人／吾等出租一個發展項目的住宅停車位（該停車位由賣方全權及絕對酌情決定），及受下列的條款及條件約束：

Subject to contract, the Vendor may rent to me/us One (1) residential parking space in the Development (to be determined by the Vendor in its sole and absolute discretion) at such time as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions :-

1. 本人／吾等須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立有關該物業的買賣合約（「**買賣合約**」）。  
I/We shall execute the agreement for sale and purchase in respect of the Property (“**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
2. 本人／吾等必須完全遵守、履行及符合買賣合約內所有條款及條件，包括但不限於其中所列的支付條款。  
I/We shall observe, perform and comply with all the terms and conditions in the Agreement including but not limited to the payment terms as specified therein.
3. 本人／吾等必須完全遵守、履行及符合賣方可能不時發給閣下有關出租住客停車位的安排事宜的通知書（「**通知書**」）中所列的條款及條件。  
I/We shall observe, perform and comply with the terms and conditions as may be specified in the notice that the Vendor may serve upon you from time to time regarding the arrangement of the rental of residential parking spaces (“**Notice**”).
4. 若本人／吾等未能遵守、履行或符合臨時合約、買賣合約、本函及／或通知書內任何條款或條件，本函即告作廢並無效而上述優惠將即時被撤銷（且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索）而如

本人／吾等已就租入發展項目住宅停車位簽立任何合約，本人／吾等必須立即按賣方要求採取一切行動及簽立所有文件將之取消及終止（無任何賠償）。

In the event I/we shall fail to observe, perform or comply with any of the terms or conditions contained in the Preliminary Agreement, the Agreement, this Letter and/or the Notice, this Letter shall become null and void upon which I/we shall no longer be entitled to the benefit contained in this Letter which shall be deemed to have been withdrawn (without prejudice to the Vendor's rights and claims against me/us under the Preliminary Agreement, the Agreement and the applicable laws), and where any agreement has been entered into for the rental of residential car parking space of the Development, I/we shall forthwith take all steps and execute all documents required by the Vendor to cancel and terminate the same without any compensation.

5. 在賣方作出任何出租發展項目住宅停車位的要約（賣方無須作出任何出租要約）的情況下，如本人／吾等未能於該出租要約中指明的時間內接受該出租要約及全面遵從該出租要約的條款和條件，該出租要約將告失效。

In the event any offer to rent a residential parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make), such offer shall lapse if I/we shall fail to accept such offer and fully comply with the terms and conditions of such offer within the time as set out in such offer.

6. 如賣方作出出租發展項目住宅停車位的要約（賣方無須作出任何出租要約）而本人／吾等接受該要約，本人／吾等必須於簽署租客停車位的租約時出示本函予賣方。

In the event an offer to rent a residential parking space of the Development is made by the Vendor (which offer the Vendor is not obliged to make) and I/we shall accept such offer, I/we shall present this Letter to the Vendor at the time of signing the tenancy agreement of the residential parking space.

7. 賣方作出的任何出租發展項目住宅停車位的要約均不能轉讓及轉移，及只能由本人／吾等親身接受。

Any offer to rent a residential car parking space of the Development made by the Vendor shall be non-assignable and non-transferable, and can only be accepted by me/us personally.

8. 本函為一獨立於臨時合約及買賣合約之協議，本函任何內容均不得視作取替或更改臨時合約及買賣合約內的任何條款及／或條件。賣方在臨時合約及買賣合約下之所有權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於本人／吾等購買該物業、臨時合約及買賣合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約及買賣合約的運作、有效性或可強制執行性或相關臨時合約及相關買賣合約各方的權利、義務或責任。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents herein shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement and the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from my/our purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement and the Agreement or the rights, duties or obligations of the parties to the Preliminary Agreement and the Agreement.

9. 不論本函任何其他條款的規定，並非本函一方的人無權根據《合約（第三者權利）條例》（第 623 章）強制執行本函的任何條款。

Notwithstanding any other provisions of this Letter, a person who is not a party to this Letter shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Letter.

10. 本函之中文譯本僅供參考之用，如有歧義，仍以英文本為準。

The Chinese version of this Letter is for information only and in case of inconsistency, the English version shall prevail.

經小心考慮本信件的内容後，本人／我們同意接受本信件所列的所有條款與細則及受其約束。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and

conditions herein set out.

買方簽署

Signed by the Purchaser

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黃金海灣的第 1 期 (意嵐)  
Phase 1 (The Uppland) of Gold Coast Bay

投標提交文件清單  
**TENDER SUBMISSION CHECKLIST**

在方格內加上 ✓ 號 <b><u>Tick Box</u></b>	<b><u>項目</u></b> <b><u>Item</u></b>	<b><u>文件</u></b> <b><u>Document</u></b>	<b><u>備註</u></b> <b><u>Remarks</u></b>
<input type="checkbox"/>	1)	經投標者填妥並簽署的投標表格 (附件 A) <b>連同</b> 下列文件： Form of Tender ( <b>Appendix A</b> ) duly completed and signed by the tenderer and <b>attached</b> with :-  (a) 招標公告 Tender Notice (b) 出售條件 (附件 B) Conditions of Sale ( <b>Appendix B</b> )	提交一式兩份經簽署的版本 Submit signed version <b>in DUPLICATE</b>
<input type="checkbox"/>	2)	經投標者填妥及簽署的對「對買方的警告」(附件 C) Warning to Purchasers ( <b>Appendix C</b> ) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	3)	經投標者填妥及簽署的「與賣方關係的聲明」(附件 D) Declaration of Relationship with the Vendor ( <b>Appendix D</b> ) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	4)	經投標者填妥及簽署的「關於中介人的聲明」(附件 E) 連同投標者委任之地產代理／營業員 (如有) 的牌照副本及名片 Declaration regarding Intermediary ( <b>Appendix E</b> ) duly completed and signed by the tenderer together with a copy of the estate agent's / salesperson's licence and name card of the estate agent/salesperson (if any) appointed by the tenderer  或 <b><u>OR</u></b>  經投標者填妥及簽署的「關於並無中介人的聲明」(附件 F) Declaration regarding No Intermediary ( <b>Appendix F</b> ) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version          提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	5)	經投標者填妥及簽署的「個人資料收集聲明」(附件 G) Personal Information Collection Statement ( <b>Appendix G</b> ) duly signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	6)	(如適用) 經投標者填妥及簽署的「關於開放式廚房的確認信」(附件 H) (if applicable) Acknowledgement Letter regarding Open Kitchen ( <b>Appendix H</b> ) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	7)	(如適用) 經投標者填妥及簽署的「關於櫃的確認信」(附件 I) (if applicable) Acknowledgement Letter regarding Cabinet(s) ( <b>Appendix I</b> ) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version



<input type="checkbox"/>	8)	(只適用於選擇支付條款 B - 180 天現金優惠付款計劃的投標者) 經投標者填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(附件 J) (only applicable to tenderer who selects Terms of Payment B - 180-Day Cash Payment Plan) Acknowledgement Letter regarding “Early Settlement Cash Rebate” (Appendix J) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	9)	(只適用於選擇支付條款 C - 靈活建築期付款計劃或支付條款 D - 優越建築期付款計劃的投標者) 經投標者填妥及簽署的「關於「提早付清樓價現金回贈」的確認信」(附件 K) (only applicable to tenderer who selects Terms of Payment C - Flexible Stage Payment Plan or Terms of Payment D - Supreme Stage Payment Plan) Acknowledgement Letter regarding “Early Settlement Cash Rebate” (Appendix K) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	10)	(如適用) 經投標者填妥及簽署的「關於平台／花園草皮的確認信」(附件 L) (if applicable) Acknowledgement Letter regarding Lawn at Flat Roof / Garden (Appendix L) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	11)	(如適用) 經投標者填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(附件 M) (if applicable) Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (Appendix M) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	12)	(如適用) 經投標者填妥及簽署的「關於「代繳從價印花稅優惠」的確認信」(附件 N) (if applicable) Acknowledgement Letter regarding “Ad Valorem Stamp Duty Benefit” (Appendix N) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	13)	(如適用) 經投標者填妥及簽署的「關於「星級傢俬禮券優惠」的確認信」(附件 O) (if applicable) Acknowledgement Letter regarding “Deluxe Furniture Voucher Benefit” (Appendix O) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	14)	(如適用) 經投標者填妥及簽署的「關於「車位認購優惠」的確認信」(附件 P) (if applicable) Acknowledgement Letter regarding “Carpark Purchase Benefit” (Appendix P) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	15)	(如適用) 經投標者填妥及簽署的「關於「車位租用優惠」的確認信」(附件 Q) (if applicable) Acknowledgement Letter regarding “Carpark Rental Benefit” (Appendix Q) duly completed and signed by the tenderer	提交一份經簽署的版本 Submit one signed version
<input type="checkbox"/>	16)	(總) 金額為投標表格中提出的樓價的 5%，抬頭為「的近律師行」的銀行本票及／或支票 (以支付臨時訂金) Cashier’s Order(s) and/or cheques(s) <u>in the (total) sum of 5% of the Purchase Price tendered in the Form of Tender</u> and payable to “Deacons” (for payment of preliminary deposit)	

<input type="checkbox"/>	17)	<p>* (適用於個人投標者) * (For individual tenderer)</p> <p>投標者的香港身份證／護照副本 Copy(ies) of Hong Kong Identity Card(s) / Passport(s) of the tenderer</p>	
<input type="checkbox"/>	18)	<p>* (適用於公司投標者) * (For company tenderer)</p> <p>(a) 投標者的商業登記證書副本 (如有)、公司註冊證書副本 Copy(ies) of Business Registration Certificate (if any), Certificate of Incorporation of the Tenderer</p> <p>(b) 投標者之董事的香港身份證／護照副本 copy(ies) of the Hong Kong Identity Card(s) / Passport(s) of the director(s) of the tenderer</p> <p>(c) 投標者的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) copy of board resolutions of the tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed</p> <p>(d) * (適用於香港公司) 最新之周年申報表 (表格 NAR1) 或法團成立表格 (股份有限公司) (表格 NNC1) 副本 * (For Hong Kong companies) copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1)</p> <p>(e) * (適用於根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司) 最新之註冊非香港公司周年申報表 (表格 NN3) 或註冊非香港公司的註冊申請書 (表格 NN1) 副本 * (For Non-Hong Kong Companies registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1)</p> <p>(f) * (適用於沒有根據公司條例 (香港法例第 622 章) 第 16 部註冊之非香港公司或如提供海外地址) 由投標者的一位董事認證的最新之董事名冊及股東名冊副本 * (For any Non-Hong Kong Company that is not registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong)) copies of the latest register of directors and register of members certified by a director of the tenderer</p>	
<input type="checkbox"/>	19)	<p>* (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本 (認證副本須由在香港執業之律師作認證)</p> <p>* (If tender is submitted by attorney) Original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer (for certified copy, the same should be certified by a solicitor practising in Hong Kong)</p>	

\* 請刪除不適用者

\*Delete where inapplicable