

招標出售物業

招標公告

物業名稱：香港天后廟道 18A 號柏傲山

第 2 座 32 及 33 樓 A 單位(複式)(連同與之相連的平台  
及上方的天台)及閣樓住宅停車位 71、72 及 73 號

招標開始日期及時間：2019 年 4 月 30 日上午 11 時正

招標截止日期及時間：2019 年 4 月 30 日正下午 12 時正

## 招標公告

1. 新世界地產代理有限公司，為銀發集團有限公司及福恒貿易有限公司銷售代理(以下簡稱「賣方」)，現招標按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件承投購買以下「物業詳情」所述的物業(以下簡稱「本物業」)，由 2019 年 4 月 30 日上午 11 時(以下簡稱「招標開始時間」)開始招標，直至 2019 年 4 月 30 日正午 12 時(以下簡稱「招標截止時間」)為止。

## 物業詳情

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香港天后廟道 18A 號柏傲山第 2 座 32 及 33 樓 A 單位(複式)(連同與之相連的平台及上方的天台)及閣樓住宅停車位 71、72 及 73 號

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2. 入標認購本物業者必須為個人/根據香港特別行政區法例所成立之公司。
3. 投標必須：
  - (a) 採用投標表格(一式兩份)及臨時合約，按照本招標公告所訂明的條款及條件，由投標者填妥並簽署一式兩份，並夾附本招標公告；
  - (b) 投標者在遞交投標表格時，必須同時附上以下文件：
    - (i) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，金額為投標表格及臨時合約所訂之售價 5%的銀行本票，作為臨時訂金，銀行本票抬頭為「胡關李羅律師行」；
    - (ii) 以個人名義投標者，每一位投標人的香港身份證/護照副本；

第 2 座 32 及 33 樓 A 單位及閣樓住宅停車位 71、72 及 73 號

- (iii) 以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及授權簽署投標表格、臨時合約及投標表格內提及之文件之會議記錄副本；
- (iv) 已由投標者填妥並簽署的「買方對使用其個人資料的同意書」(按照**附件 C** 所列的格式)；
- (v) 已由投標者填妥並簽署的「對買方的警告」(按照**附件 D** 所列的格式)；
- (vi) 已由投標者填妥並簽署的「有關介紹人聲明」(按照**附件 E** 所列的格式)；
- (vii) 已由投標者填妥並簽署的「參觀物業確認函」(按照**附件 F** 所列的格式)；
- (viii) 已由投標者填妥並簽署的「賣方資料表格」(按照**附件 G** 所列的格式)；  
及
- (ix) 已由投標者填妥並簽署的「提前入住優惠」(按照**附件 H** 所列的格式)；  
及
- (x) 由投標者委任的物業代理的牌照及其名片(如有)副本。

(c) 放入信封內封密，信封面須清楚註明致予賣方及「**柏傲山投標**」；以及

(d) 於 2019 年 4 月 30 日上午 11 時起至 2019 年 4 月 30 日正午 12 時正為止，放入位於香港皇后大道中 18 號新世界大廈 2 期 3A 樓擺放的標示為「**柏傲山投標**」的投標箱內。

4 每位投標者須於他已簽妥、提交並夾附於投標表格的臨時合約(一式兩份)中，填寫以下資料：

第 2 座 32 及 33 樓 A 單位及閣樓住宅停車位 71、72 及 73 號

- (a) 買方(即投標者本人)的姓名、香港身份證號碼/護照號碼/商業登記證號碼、香港通訊地址/公司註冊辦事處及電話號碼，如以公司名義投標者，須提供投標公司的董事姓名及香港身份證號碼；
  - (b) 投標者認購本物業的出價；
  - (c) 繳付售價的方式條款，須與投標表格第 2 段所列一致。
5. 如投標表格中的內容經修改或與本招標公告夾附的投標表格內容或本招標公告的條款及條件要求不符，該投標可能不被考慮。逾期入標者將不予接納。
6. 賣方並不承諾亦無責任閱覽、考慮或接受認購本物業最高出價之要約、任何等同或高於該指標價錢的要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售本物業或其任何部份。**請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止時間。**
7. (a) 每位投標者將被視為同意接受本招標公告的條款及條件，其投標表格乃不可撤銷，並構成正式要約，按照臨時合約的條款及條件購買本物業。此要約不能更改或撤銷，可供賣方在招標截止時間起第七個工作日或之前按照本招標公告所訂明的條款及條件隨時接納。
- (b) 鑒於投標者承擔上述(a)款所述責任，賣方同意於收到投標者書面要求後付予投標者港幣 10 元。
8. (a) 投標如獲接納，賣方將簽署由中標者遞交的臨時合約，並在招標截止時間起第七個工作日或之前，透過郵寄或傳真至投標表格填上之本港通訊地址或公司註冊辦事處，向中標者發送中標通知書及經賣方簽妥的臨時合約(簽立日期為賣方簽署之日)一份。

- (b) 中標者即成為臨時合約提述之本物業買方，一旦賣方簽妥臨時合約並按上述方式發送至中標者，該合約即構成賣方及買方之間具有約束力的協議，以出售及購買本物業。
  - (c) 簽立臨時合約起的 5 個工作日內，中標者須簽署正式買賣合約，並按照臨時合約的條款及條件繳付加付訂金。
  - (d) 正式買賣合約須按照賣方律師認可的格式所擬定，該合約的條款不得修改。正式買賣合約的文本格式存放在香港皇后大道中 18 號新世界大廈 2 期 3A 樓，於 2019 年 4 月 30 日上午 11 時正至 2019 年 4 月 30 日正午 12 時正期間以供閱覽。
  - (e) 如中標者為公司，在簽立正式買賣合約之前，中標公司之董事及/或股東成員不得有任何更改。
9. 在賣方對收到的投標表格作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標表格獲接納，隨投標表格附上的銀行本票將視作並用以支付臨時合約中提述之臨時訂金。所有其他銀行本票將於招標截止時間起計 7 個工作天，按投標表格所載之本港通訊地址或公司註冊辦事處退還落選投標者。
10. 買方可向怡家財務有限公司("財務機構")申請備用第二按揭貸款("備用第二按揭貸款")，主要條款如下：
- (i) 第二按揭貸款最高金額為淨樓價(即本物業之售價扣除現金回贈)的 25%，但第一按揭貸款及第二按揭貸款的總貸款額不能超過淨樓價的 75%，或應繳付之樓價餘額，以較低者為準。
  - (ii) 第二按揭年期最長可達 25 年或等同或不超過特約的第一按揭銀行之首按年期，以較短者為準。

- (iii) 第二按揭的利率在首 2 年內以香港上海滙豐銀行有限公司之港元最優惠利率(“P”)減 2%計算，期後按 P 計算。第二按揭的利率在首 2 年不可低於 1%。P 隨利率浮動調整。最終按揭利率以財務機構審批結果而定。
- (iv) 買方須提供足夠文件證明其還款能力，包括但不限於提供足夠文件證明每月總還款(即第一按揭貸款加第二按揭貸款及其他借貸的總還款)不超過買方及其擔保人(如有)的每月總入息之 50%。
- (v) 第一按揭銀行須為財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。
- (vi) 第二按揭及其他有關的貸款文件必須經由財務機構指定律師行辦理，一切此貸款安排招致的律師費及其他雜費概由借款人繳付。
- (vii) 第一按揭貸款及第二按揭貸款需獨立審批，借款人/擔保人須於簽妥正式買賣合約 7 天內，帶同臨時合約、身份證明文件及入息証明，親身前往財務機構辦理第二按揭貸款申請。借款人/擔保人必須提供身份證明文件之副本，以及所有財務機構認為所須的有關證明文件。所有借款人/擔保人必須 親身前往財務機構指定的律師行簽署有關法律文件。
- (viii) 買方敬請向財務機構查詢有關貸款用途及詳情。對於貸款批出與否及其條款，財務機構擁有最終決定權。不論貸款獲批與否，買方仍須按正式買賣合約完成本物業的交易及繳付本物業的售價全數。
- (ix) 此貸款受其他條款及細則約束。

11. 時間在各方面均為要素。

12. 如有任何查詢，請聯絡香港皇后大道中 18 號新世界大廈 2 期 3A 樓。投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標提供法律或其他意見。投標者應就本招標公告或其他相關的任何文件尋求獨立的法律或其他專業意見。
13. 茲聲明賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約的任何條款或條件。
14. 投標者可參閱售樓說明書及車位銷售說明書以取得本物業的詳情。
15. 如投標者多於一人，所有投標者須負有共同及個別的責任。
16. 倘招標者經由地產代理（以下簡稱「介紹人」）介紹予賣方以入標認購本物業，招標者知悉和確認：
  - (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束；
  - (b) 投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及條件及臨時合約之條款及條件進行；
  - (c) 介紹人是否為介紹招標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

17. 本招標公告及投標表格附有中文譯本。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

日期：2019 年 4 月 29 日



**TENDER NOTICE FOR SALE OF PROPERTY**  
**BY WAY OF TENDER**

**Property:** Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s) pertaining thereto and the Roof thereabove) of Tower 2 and Carparking Spaces Nos.71, 72 and 73 on Mezzanine Floor, THE PAVILIA HILL, No.18A Tin Hau Temple Road, Hong Kong

**Tender Commencement Date & Time:** 11 a.m. on 30 April 2019

**Tender Closing Date & Time:** 12 noon on 30 April 2019

## **TENDER NOTICE**

1. New World Real Estate Agency Limited (新世界地產代理有限公司) as sales agent for Silver Rich Holdings Limited (銀發集團有限公司) and Fook Hang Trading Company Limited (福恒貿易有限公司) (“**the Vendor**”) invite tenders for the purchase of the property described in the Particulars of the Property hereunder (“**the Property**”) subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (“**the Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (in the form annexed hereto as **Appendix B**) (“**the Preliminary Agreement**”) commencing from 11 a.m. on 30 April 2019 (“**the Tender Commencement Time**”) until 12 noon on 30 April 2019 (“**the Tender Closing Time**”).

### **PARTICULARS OF THE PROPERTY**

Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s) pertaining thereto and the Roof thereabove) of Tower 2 and Carparking Spaces Nos.71, 72 and 73 on Mezzanine Floor, THE PAVILIA HILL, No.18A Tin Hau Temple Road, Hong Kong

2. ONLY individual(s)/company(ies) incorporated under the laws of the Hong Kong Special Administrative Region are eligible for submission of tenders for the purchase of the Property.
3. Any tender must be:
  - (a) made in the Form of Tender (**IN DUPLICATE**) and each with the Preliminary Agreement duly completed (**IN DUPLICATE**) in accordance with the terms and conditions set out in this Tender Notice and signed by the tenderer and this Tender Notice attached;
  - (b) submitted together with the following documents:
    - (i) a cashier's order issued by a bank duly licensed under section 16 of the Banking Ordinance in favour of “**Woo Kwan Lee &**

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Unit A on 32&33 Floor of Tower 2 and Carparking Spaces Nos.71, 72 & 73

**Lo**” for the sum equivalent to 5% of the purchase price of the Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement as preliminary deposit;

- (ii) if the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer;
- (iii) if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of directors and annual return of the tenderer and a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other documents mentioned in the Form of Tender in the manner as they are signed;
- (iv) A “Purchaser’s Consent to use of Personal Data” (in the form annexed hereto as **Appendix C**) duly completed and signed by the tenderer;
- (v) a “Warning to Purchasers” (in the form annexed hereto as **Appendix D**) duly completed and signed by the tenderer;
- (vi) a “Declaration in Relation to Intermediary” (in the form annexed hereto as **Appendix E**) duly completed and signed by the tenderer;
- (vii) an “Acknowledgement Letter for Viewing of the Property” (in the form annexed hereto as **Appendix F**) duly completed and signed by the tenderer;
- (viii) a “Vendor’s Information Form” (in the form annexed hereto as **Appendix G**) duly completed and signed by the tenderer;
- (ix) an “Early Move-in Benefit” (in the form annexed hereto as **Appendix H**) duly completed and signed by the tenderer; and
- (x) a copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.

- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope “**Tender for THE PAVILIA HILL**”; and
  - (d) placed in the Tender Box labelled “**Tender for THE PAVILIA HILL**” located at 3A/F, New World Tower 2, 18 Queen’s Road Central, Hong Kong between 11:00 a.m. on 30 April 2019 and 12:00 noon on 30 April 2019.
4. Each tenderer is required to fill in the following information in the Preliminary Agreement (in duplicate) signed and submitted by him and attached to the Form of Tender:
- (a) the name(s), HKID Card No./Passport No./Business Registration No., correspondence address in Hong Kong/registered office and tel. no. of the Purchaser, who will be the same as the tenderer, and, if the tenderer is a company, also the names and HKID Nos. of the tenderer’s directors;
  - (b) the purchase price of the Property offered by the tenderer;
  - (c) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
5. Any tender submitted which is qualified or is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice may not be considered. Late tenders will not be accepted.
6. The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer, any offer at or above the Reference Price or any offer at all for the purchase of the Property. The Vendor has the absolute right to withdraw from the sale of the Property or any part thereof at any time before the acceptance of any offer. **Please note that the Vendor has the absolute right to change the Tender Closing Time of the tender**

**from time to time by amending the Information on Sales Arrangements relating to the Property.**

7. (a) Each tenderer shall be deemed to have accepted the terms and conditions of this Tender Notice and undertaken that his tender shall constitute an irrevocable offer to purchase the Property on the terms and conditions set out in the Preliminary Agreement and such irrevocable offer to purchase cannot be varied or withdrawn by the tenderer and is open for acceptance by the Vendor in accordance with the terms and conditions set out in this Tender Notice on or before 7 working days after the Tender Closing Time.  
  
(b) In consideration of the undertaking by the tenderer as mentioned in paragraph (a) above, the Vendor agrees to pay to the tenderer HK\$10.00 upon receipt of written demand from such tenderer.
8. (a) If a tender is accepted by the Vendor, the Vendor shall sign the Preliminary Agreement submitted by the successful tenderer and send to the successful tenderer a written notice of acceptance together with a counterpart of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor, at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than 7 working days after the Tender Closing Time.  
  
(b) The successful tenderer shall be the Purchaser under the Preliminary Agreement which shall form a legally binding agreement between the Vendor and the successful tenderer for the sale and purchase of the Property once the Preliminary Agreement is signed by the Vendor and delivered to the successful tenderer as aforesaid.  
  
(c) The successful tenderer shall sign the Formal Agreement for Sale and Purchase within 5 working days after the date of the Preliminary Agreement and pay the further deposit on signing of the Formal Agreement for Sale and Purchase in accordance with the terms and conditions of the Preliminary Agreement.

- (d) The Formal Agreement for Sale and Purchase shall be in the form approved by the Vendor's solicitors and none of the terms thereof may be altered and the form of the Formal Agreement for Sale and Purchase is available for inspection between 11:00 a.m. on 30 April 2019 and 12:00 noon on 30 April 2019 at 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong.
  - (e) 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.
9. All cashier's orders submitted with the tenders will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful tenderer under the Preliminary Agreement. All other cashier's orders will be returned within 7 working days after the Tender Closing Time to the unsuccessful tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.
10. The Purchaser can apply for a standby second mortgage loan ("the Standby Second Mortgage Loan") through Housing Finance Limited ("Finance Company"). Key terms are as follows:
- (i) The maximum second mortgage loan amount shall be 25% of the net purchase price (i.e. the purchase price of the Property less the amount of the Cash Rebate), but the total amount of first mortgage loan and second mortgage loan offered shall not exceed 75% of the net purchase price, or the balance of purchase price payable, whichever is lower.
  - (ii) The maximum tenor of the second mortgage is up to 25 years or same as or not exceeding the first mortgage loan tenor of the designated first mortgagee banks, whichever is shorter.
  - (iii) The interest rate of the second mortgage for the first 2 years shall be calculated at 2% below the Hong Kong Dollar prime rate quoted by the

Hongkong and Shanghai Banking Corporation Limited from time to time ("P") and thereafter at P. During the first 2 years, interest rate shall not be less than 1%. P is subject to fluctuation. The final interest rate will be subject to approval by the Finance Company.

- (iv) The Purchaser shall provide sufficient documents to prove his/her/its repayment ability, including but not limited to providing sufficient documents to prove that the total amount of monthly instalment (being the total instalment for repayment of first mortgage loan, second mortgage loan and any other loan repayment) does not exceed 50% of the aggregate total monthly income of the Purchaser and his/her/its guarantor(s) (if any).
- (v) First mortgage bank shall be nominated and referred by the Finance Company and the Purchaser shall obtain a prior consent from the first mortgagee bank to apply for a second mortgage loan.
- (vi) The second mortgage and other related loan documents must be processed through the solicitors' firm designated by Finance Company. All legal fee and other incidental out-of-pocket expenses incurred in this loan arrangement shall be borne by the borrower(s).
- (vii) The application of first mortgage loan and second mortgage loan will be approved independently. The borrower(s)/guarantor(s) has/have to come to the office of the Finance Company in person and bring along the Preliminary Agreement, his/their identity documents and income proof to process the application of second mortgage loan within 7 days from the date of the Formal Agreement for Sale and Purchase. The borrower(s)/guarantor(s) must provide the duplicate copies of their identity documents and all relevant supporting evidence as the Finance Company may think necessary. The documents provided will not be returned. All the borrower(s) / guarantor(s) must sign the relevant legal documents personally at the office of solicitors designated by the Finance Company.

- (viii) The Purchaser is advised to enquire the Finance Company about the purpose and the details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the Finance Company. Irrespective of whether the loan is granted or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Formal Agreement for Sale and Purchase.
- (ix) This loan is subject to other terms and conditions.
11. Time shall in all respects be of the essence.
12. All enquiries shall be directed to 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
13. It is hereby specifically declared by the Vendor that 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. Any statement or action shall not be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary Agreement and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.
14. Tenderers may refer to the sales brochure and sales brochure for parking space for details of the Property.
15. In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.



16. Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent ("**the Intermediary**"), the tenderer acknowledges and confirms that:
- (a) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;
  - (b) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the tender is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the Preliminary Agreement; and
  - (c) whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the submission of the tender to purchase the Property is subject to the Vendor's confirmation.
17. A Chinese translation of this Tender Notice and the Form of Tender is attached hereto. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

Date: 29 April 2019

**投標表格**

茲投標按照 2019 年 4 月 30 日之招標公告 (以下簡稱「**招標公告**」)及本公告夾附的臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及條件承購位於香港天后廟道 18A 號柏傲山第 2 座 32 及 33 樓 A 單位(複式)(連同與之相連的平台及上方的天台)及閣樓住宅停車位 71、72 及 73 號(以下簡稱「**本物業**」)。

致： 新世界地產代理有限公司  
為銀發集團有限公司及福恒貿易有限公司的銷售代理 (以下簡稱「**賣方**」)

香港皇后大道中 18 號  
新世界大廈 2 期 3A 樓

1. 本人/我們\_\_\_\_\_

(香港身份證號碼/護照號碼/商業登記證號碼 \_\_\_\_\_)

住址為\_\_\_\_\_

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

(公司註冊辦事處/香港個人通訊地址)，已閱讀招標公告(包括其夾附附件)和臨時合約，特此向賣家提出要約：

按照臨時合約所訂明的條款及條件，以港幣\_\_\_\_\_元  
(HK\$ \_\_\_\_\_)(以下簡稱「**售價**」)購買本物業。

2. 如賣方接納本投標書，本物業的售價須由本人/我們按以下方式付予賣方：

(a) 為數港幣\_\_\_\_\_元(相等於售價的 5% )的臨時訂金，於簽署臨時合約繳付；

(b) 為數港幣\_\_\_\_\_元(相等於售價的 5% )的加付訂金，於簽署臨時合約 60 天內繳付；

- (c) 為數港幣\_\_\_\_\_元(相等於售價的 5% )的加付訂金，於簽署臨時合約\_\_\_\_天內繳付；
- (d) 為數港幣\_\_\_\_\_元(相等於售價的 85% )的售價餘款，於簽署臨時合約\_\_\_\_天內或成交時(以較早者為準)繳付。
3. 如賣方按照招標公告接納本投標書，臨時合約將構成賣方與本人/我們之間具有約束力的協議，雙方同意按照合約出售及購買本物業。
4. 本人/我們將下列文件連同本投標書一併附上：
- (a) 一張由\_\_\_\_\_銀行所簽發，抬頭為「**胡關李羅律師行**」的銀行本票(本票號碼：\_\_\_\_\_ )，金額為售價 5%，如賣方接納本投標表格將用作支付臨時訂金；
  - (b) 本人/我們的香港身份證/護照/公司註冊證明書及商業登記證副本；
  - (c) 已由本人/我們填妥並簽署的「買方對使用其個人資料的同意書」(按照招標公告**附件 C**所列的格式)；
  - (d) 已由本人/我們填妥並簽署的「對買方的警告」(按照招標公告**附件 D**所列的格式)；
  - (e) 已由本人/我們填妥並簽署的「有關介紹人聲明」(按照招標公告**附件 E**所列的格式)；
  - (f) 已由本人/我們填妥並簽署的「參觀物業確認函」(按照招標公告**附件 F**所列的格式)；
  - (g) 已由本人/我們填妥並簽署的「賣方資料表格」(按照招標公告**附件 G**所列的格式)；
  - (h) 已由本人/我們填妥並簽署的「提前入住優惠」(按照招標公告**附件 H**所列的格式)；
  - (i) 由本人/我們委任的物業代理的牌照及其名片(如有)副本；及
- \*[j) 我們的最近之董事名冊及最近之周年申報表及我們授權簽署本投標表格、臨時合約及投標表格內提及之文件之會議記錄副本。]

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**\*只適用於以公司名義投標者。如不適用，請刪除及在旁加簽**

投標者姓名	:	
投標者簽名/獲授權簽署人姓名及簽名	:	
投標者香港身份證號碼/ 護照號碼/ 商業登記證號碼	:	
個人通訊地址/ 公司註冊辦事處地址	:	
投標者電話號碼	:	
投標者傳真號碼	:	
投標者聯絡人姓名	:	
投標者委任的地產代理姓名(如有)	:	
地產代理(如有)的牌照號碼 (連同牌照副本)	:	
投標者委任的地產代理(如有)之聯絡詳情	:	

日期為          年          月          日

# THE PAVILIA HILL (柏傲山)

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE  
("Preliminary Agreement")  
臨時買賣合約 ("臨時合約")

**Appendix B**  
**附件 B**  
編號 Serial No.:  
日期 Date:

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below on the following terms and conditions and the "Other Terms and Conditions". 賣方及買方於此同意根據以下條款及附帶條款及條件出售及購買下述之物業。

Vendor 賣方: Silver Rich Holdings Limited and Fook Hang Trading Company Limited 銀發集團有限公司及福恒貿易有限公司  
Sales Agent for Vendor 賣方銷售代理人: New World Real Estate Agency Limited 新世界地產代理有限公司

Vendor's solicitors 賣方律師	WOO KWAN LEE & LO 胡關李羅律師行 Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道三十號新鴻基中心 28 樓 2801 室	Tel.No. 電話號碼	2586 9898
	VINCENT T. K. CHEUNG, YAP & CO., 張葉司徒陳律師事務所 1122, 11/F, Central Building, 1-3 Pedder Street, Central, Hong Kong 香港中環畢打街 1-3 號中建大廈 11 樓 1122 室	Tel.No. 電話號碼	2523 5022
Purchaser 買方	Purchasers' / Purchaser's Name(s) 買方姓名	HKID No./ Passport No./ B.R.No. 香港身份證號碼/護照號碼/商業登記證號碼	
	Directors' names and HKID Nos. (for corporate purchasers only) 董事姓名及身份證號碼 (只適用於買方為有限公司)		
	(1)		
	(2)		
Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址		Tel. No 電話號碼	

Location of the Property & Name of the Development 物業地點與發展項目名稱:	
<b>THE PAVILIA HILL (柏傲山)</b> 18A Tin Hau Temple Road 天后廟道 18A 號	
The Property 本物業	Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s) pertaining thereto and the Roof thereabove) of Tower 2 and Carparking Spaces Nos.71, 72 and 73 on Mezzanine Floor, THE PAVILIA HILL, No.18A Tin Hau Temple Road, Hong Kong 香港天后廟道 18A 號柏傲山第 2 座 32 及 33 樓 A 單位(複式)(連同與之相連的平台及上方的天台)及閣樓住宅停車位 71、72 及 73 號

Date of signing of Agreement for Sale and Purchase \_\_\_\_\_  
簽訂正式買賣合約日期

Purchase Price 售價	HK\$ 港幣	[ ] 元	
Preliminary Deposit 臨時訂金	HK\$ 港幣	元	equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的 5%)的臨時訂金，須於簽訂本臨時合約時支付
Further Deposit 加付訂金	HK\$ 港幣	元	equal to 5% of the Purchase Price shall be paid within 60 days of the date of this Preliminary Agreement (即售價的 5%)於本臨時合約日期的 60 日內付清
	HK\$ 港幣	元	equal to 5% of the Purchase Price shall be paid within ____ days of the date of this Preliminary Agreement (即售價的 5%)於本臨時合約日期的____日內付清
Balance of Purchase Price 售價餘款	HK\$ 港幣	元	equal to 85% of the Purchase Price shall be paid within ____ days of the date of this Preliminary Agreement (即售價的 85%)於本臨時合約日期的____日內付清

Unit A on 32 & 33 Floor of Tower 2 and Carparking Spaces Nos.71, 72 & 73

Received from the Purchaser the sum of HK\$ 茲收到買方港幣	元	Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement 作為簽訂本臨時合約同時應付之臨時訂金	Received by 經手收款人
Name of Bank 銀行名稱		Cashier Order / Cheque No. 本票/支票號碼	Signature 簽署
It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and Clauses Nos. 1-29 under "Other Terms and Conditions" shall all form part of the Preliminary Agreement and are incorporated in the Preliminary Agreement for purchase of the Property herein. 買方在此同意及明白所有上列及附帶條款及條件下所述第 1-29 項有關購買本物業之規定均構成本臨時合約的部份，並納入本臨時合約。			

## OTHER TERMS AND CONDITIONS 附帶條款及條件:

- In this Preliminary Agreement :  
在本臨時合約中:
  - "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);  
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
  - "working day" has the meaning given by section 2(1) of that Ordinance;  
“工作日” 具有該條例第 2 (1) 條給予該詞的涵義;
  - the floor area of an item under clause 8(a) is calculated in accordance with section 8 (3) of that Ordinance; and  
第 8(a) 條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.  
第 8(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
- The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.  
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
- It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed —  
按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須 —
  - by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and  
由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及
  - by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
- The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
- The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
- The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.  
買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署賣方律師所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。
- If the Purchaser fails to execute the Agreement within 5 working days (within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance) after the date on which this Preliminary Agreement is signed —  
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日(於《一手住宅物業銷售條例》第 2 條所指的涵義)內簽立正式合約—
  - this Preliminary Agreement is terminated; and  
本臨時合約即告終止；及
  - the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and  
買方支付的臨時訂金，即被沒收歸於賣方；及
  - the Vendor does not have any further claim against the Purchaser for the failure.  
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
- The measurements of the Property are as follows:  
本物業的量度尺寸如下:

Unit A on 32 & 33 Floor of Tower 2 and Carparking Spaces Nos.71, 72 & 73

- (a) the saleable area of the Property is square metres / square feet \*[of which —]  
 本物業的實用面積為 312.606 平方米 / 3,365 平方呎\*[，其中—]  
 \*[ square metres / square feet is the floor area of the balcony];  
 \*[ 4.840 平方米 / 52 平方呎為露台的樓面面積];  
 \*[ square metres / square feet is the floor area of the utility platform];  
 \*[ 1.500 平方米 / 16 平方呎為工作平台的樓面面積];  
 \*[ square metres / square feet is the floor area of the verandah]; and  
 \*[ 平方米 / 平方呎為陽台的樓面面積]; 及

- (b) other measurements are:

其他量度尺寸為:

- \*[the area of the air-conditioning plant room is square metres / square feet];  
 \*[空調機房的面積為 平方米 / 平方呎];  
 \*[the area of the bay window is square metres / square feet];  
 \*[窗台的面積為 1.408 平方米 / 15 平方呎];  
 \*[the area of the cockloft is square metres / square feet];  
 \*[閣樓的面積為 平方米 / 平方呎];  
 \*[the area of the flat roof is square metres / square feet];  
 \*[平台的面積為 43.865 平方米 / 472 平方呎];  
 \*[the area of the garden is square metres / square feet];  
 \*[花園的面積為 平方米 / 平方呎];  
 \*[the area of each of the parking space is square metres / square feet];  
 \*[每個停車位的面積為 12.5 平方米 / 135 平方呎];  
 \*[the area of the roof is square metres / square feet];  
 \*[天台的面積為 146.293 平方米 / 1,575 平方呎];  
 \*[the area of the stairhood is square metres / square feet];  
 \*[梯屋的面積為 平方米 / 平方呎];  
 \*[the area of the terrace is square metres / square feet];  
 \*[前庭的面積為 平方米 / 平方呎];  
 \*[the area of the yard is square metres / square feet];  
 \*[庭院的面積為 平方米 / 平方呎]。

\*Delete as appropriate.

\*將不適用者刪去。

9. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached List 1.

本物業買賣所包括的裝置、裝修物料及設備載列於附件 1。

10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

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。

11. 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.

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。

12. For the purposes of clause 11, the following is the "Warning to Purchasers" —

就第 11 條而言，“對買方的警告”內容如下—

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

13. The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the Preliminary Deposit as consideration for its agreeing to cancel the Agreement (not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement.  
買方須於正式合約中與賣方協議如買方要求並獲賣方同意之情況下簽署一份取消合約又或採取其他有效等同方式取消正式合約或終止買方於該正式合約所承擔之責任，賣方有權保留臨時訂金作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。
14. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary.  
賣方保留於其認為所需時修改本發展項目(包括本物業)建築圖則之權利。
15. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.  
買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計十四天內於辦公時間內在賣方律師辦公地點完成交易本物業。
16. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 17, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.  
雙方同意並聲明本臨時合約只適用於買方個人。除第(17)條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。
17. No attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for 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.  
賣方並不接受買方任何授權人，受托人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。
18. The Vendor and the Purchaser agree to incorporate into the Agreement provisions having the same effect of clause 18.  
賣方與買方同意於正式合約納入與第 18 條相同意義之條文。
19. (a) All stamp duty (including, without limitation, ad valorem stamp duty, special stamp duty, buyer's stamp duty and all additional stamp duty) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment (whether under the Stamp Duty Ordinance (Cap.117, Laws of Hong Kong)), the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser. (b) If an individual Purchaser or a corporate Purchaser which is registered in Hong Kong shall also instruct the Vendor's solicitors to act for such purchaser in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal costs in respect of the Agreement, the subsequent Assignment and the First Mortgage (if any), exclusive of the legal costs in respect of any sureties and other security documents, other relevant legal documents and all disbursements, which shall be borne by the Purchaser. (c) In any other cases, the Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.  
(a)有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於從價印花稅、額外印花稅、買家印花稅及附加印花稅)(不論是根據香港法例第 117 章《印花稅條例》可徵收的)，上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，蓋由買方單獨承擔及繳付。(b) 若買方為個人或於香港註冊的有限公司，亦聘用賣方律師代表其購買本物業，賣方將承擔該律師在處理正式買賣合約、其後之轉讓契及第一按揭(如有)之律師費用，但不包括擔保與其他抵押文件及其他相關法律文件的律師費用及所有代墊付費用(該等費用由買家支付)。(c)在任何其他情況下，買方須負責其在有關買入本物業之所有律師費用及代墊付費用。
20. All Further Deposit, Part Payment of the Purchase Price, the Balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.  
所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.  
如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
22. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.  
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.  
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
24. Time shall in every respect be of the essence of this Preliminary Agreement.  
本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
25. If the Property under this Preliminary Agreement consists of a Unit as well as any Residential Parking Space(s) or Motor Cycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.  
如本臨時合約下的本物業包括單位，也同時包括任何住宅停車位或電單車停車位，該物業必須由單一份正式合約及其後單一份轉讓契



涵蓋。

26. On completion, the Purchaser shall pay to the Manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement in relation to the Development of which the Property forms part.

買方在成交時須按大廈公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其它費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。

27. Please tick as appropriate.

請在適當方格填上「✓」號。

☐ The Purchaser hereby confirms and declares that the Purchaser is a related party\* to the Vendor.

☐ 買方確認及聲明買方屬於賣方的有關連人士\*。

☐ The Purchaser hereby confirms and declares that the Purchaser is not a related party\* to the Vendor.

☐ 買方確認及聲明買方並非賣方的有關連人士\*。

\*Related Party:- \*有關連人士

A person is a related party to a vendor if-

如有以下情況，某人即屬賣方的有關連人士 -

the person is -

該人是 -

(i) a director of that vendor, or a parent, spouse or child of such a director;

該賣方的董事，或該董事的父母、配偶或子女；

(ii) a manager of that vendor;

該賣方的經理；

(iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；

(iv) an associate corporation or holding company of that vendor;

該賣方的有聯繫法團或控股公司；

(v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or

上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或

(vi) a manager of such an associate corporation or holding company.

上述有聯繫法團或控股公司的經理。

The Purchaser declares that the above information is accurate and complete.

買方謹此聲明上述提供資料正確及完整。

The Purchaser hereby undertakes to forthwith notify the Vendor in writing of any change that may occur, on or prior to signing the Agreement, in the information as confirmed and/or declared by the Purchaser above.

買方承諾，如買方在就本物業簽訂正式合約或之前就上述經買方確認及/或聲明情況有任何改變，買方將即時以書面通知賣方。

28. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.

本臨時合約之中文版本乃英文版本的譯本，謹供參考之用，如解釋有任何差異出入或爭議，概以英文文本為準。

Purchaser

買方

For and on behalf of the Vendor

賣方

Signature 簽名

Silver Rich Holdings Limited and Fook Hang Trading Company Limited  
銀發集團有限公司及福恒貿易有限公司

Purchaser's Consent to use of Personal Data

買方對使用其個人資料的同意書

The Vendor intends to use your (i.e. Purchaser's) personal data in direct marketing and provide your personal data to licensed banks in Hong Kong ("Banks") for use by them in direct marketing. Such use of your personal data for direct marketing may be carried out or conducted by or through agents, contractors or employees of the Vendor or of any of the Banks.

賣方擬使用閣下（即買方）的個人資料作直接促銷及提供閣下的個人資料給香港持牌銀行（“銀行”）供他們作直接促銷使用。此等閣下的個人資料的使用可能會經由任何賣方或銀行的代理人、承辦商或員工進行或辦理。

The Vendor may not so use or provide your personal data unless it has received your written consent to the intended use and provision.

賣方不得使用或提供閣下的個人資料，除非賣方已獲得閣下有關於此等使用或提供的書面同意。

Your personal data to be used and provided includes: your names, contact numbers, email and correspondence addresses.

將會被使用或提供的閣下個人資料包括：閣下的姓名，聯絡號碼，電郵及通訊地址。

Your personal data will be used for marketing the following services/products:

- (I) A. residential and/or other units in the development known as "THE PAVILIA HILL (柏傲山)", 18A Tin Hau Temple Road, Hong Kong; and
- B. mortgage services and products relating to the development known as "THE PAVILIA HILL (柏傲山)", 18A Tin Hau Temple Road, Hong Kong from time to time offered by the Banks.
- (II) provision of promotional materials / information in relation to any property development, products and services from time to time of New World Development Company Limited and/or any of its subsidiaries and/or associated companies.

☐ Please tick the box provided if you **OBJECT TO** the proposed use and provision of your personal data as mentioned in item (II) above.

閣下的個人資料會被用作促銷以下服務／產品：

- (I) A. 稱為「THE PAVILIA HILL (柏傲山)」香港天后廟道 18A 號的發展項目的住宅及／或其他單位；及
- B. 銀行不時提供的有關「THE PAVILIA HILL (柏傲山)」香港天后廟道 18A 號的發展項目的按揭服務及產品。
- (II) 向閣下提供新世界發展有限公司及／或任何其附屬公司及／或其有聯繫公司不時推出的樓盤，產品和服務之宣傳資料。
- ☐ 如果閣下反對如以上第(II)條所述擬定使用及提供閣下的個人資料，請在所提供的空格填上剔(「√」)號。

If you (Purchaser) consent to the use and provision of your personal data for the direct marketing, you may subsequently withdraw your consent.

If you wish to withdraw your consent, please inform us by writing to New World Real Estate Agency Limited (Address : 3A/F., New World Tower 2, 18 Queen's Road Central, Hong Kong) or sending us an email sales@nwd.com.hk. Any such request should clearly state details of the personal data in respect of which the request is being made.

若閣下(買方)同意個人資料被使用及提供作直接促銷，閣下日後可撤回同意。若閣下希望撤回同意，請以書面通知新世界地產代理有限公司(地址：香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓)或電郵致 sales@nwd.com.hk 通知我們。任何此等要求均須清楚說明相關要求針對的個人資料。

I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my/our personal data as mentioned above.

本人/我們，簽署人，茲確認上文內容及同意本人/我們的個人資料如上所述被使用及提供。

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Purchaser 買方

Date 日期：

**WARNING TO PURCHASERS - PLEASE READ CAREFULLY**

**對買方的警告-買方請小心閱讀**

The Property/本物業： THE PAVILIA HILL (柏傲山)

The Property 本物業		Tower <input type="text" value="2"/> 座	Floor <input type="text" value="32&amp;33"/>	Unit <input type="text" value="A"/> 單位
	Residential Parking Space No.	號住宅停車位 Floor <input type="text"/> 樓		
	Motor Cycle Parking Space No.	號電單車停車位 Floor <input type="text"/> 樓		

18A Tin Hau Temple Road, Hong Kong 香港天后廟道 18A 號

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this                      day of                      .  
公曆                      年                      月                      日

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

Unit A on 32 & 33 Floor of Tower 2

**Declaration in Relation to Intermediary 有關介紹人聲明**

Property : Unit A on 32 & 33 Floor of Tower 2, THE PAVILIA HILL, 18A Tin Hau Temple Road ("the Property")

物業名稱: 天后廟道 18A 號柏傲山第 2 座 32 及 33 樓 A 單位(簡稱“該物業”)

The Purchaser(s) \_\_\_\_\_ of I.D. / B.R. No. \_\_\_\_\_

買方 \_\_\_\_\_ of I.D. / B.R. No. \_\_\_\_\_

\_\_\_\_\_ of I.D. / B.R. No. \_\_\_\_\_

Please tick ☒ either one 請☒兩者其中之一

☐ Without Intermediary 買方沒有中介人

The Purchaser hereby declares that New World Real Estate Agency Limited ("NWREA"), the Vendor and their staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s). If there are any person(s) alleging to be the staff or agent of NWREA or the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (ICAC).

買方確認新世界地產代理有限公司(「新世界地產代理」)、賣方及其職員並無直接或間接向買方收取樓價以外之任何費用或佣金。買方如遇任何人士以新世界地產代理或賣方僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(ICAC)舉報。

☐ With Intermediary 買方有中介人

The Purchaser hereby declares that the following Intermediary (whose particulars are as follows) has introduced the Purchaser to New World Real Estate Agency Limited ("NWREA") (Sales agent of the Vendor) for the purchase of the Property.

買方確認經由以下介紹人(其資料如下)介紹到作為賣方的銷售代理的新世界地產代理有限公司(「新世界地產代理」)購買該物業。

Intermediary 介紹人	Name of Estate Agent (地產代理姓名)		H.K.I.D. No./ Passport No. 香港身份證/護照號碼	
	Company Name (地產公司名稱)		Estate Agent's Licence No. 地產代理牌照號碼	

The Purchaser(s) and the Intermediary hereby declare the following:

買方及介紹人確認下列聲明：

1. NWREA only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of NWREA or the Vendor.

新世界地產代理只要求介紹人及介紹人在此確認其身份只是於出售該物業一事中介紹買方給賣方，介紹人並非新世界地產代理或賣方的代理人。

2. The Intermediary did not make any oral or written agreements, promise or warranty or representation on behalf of NWREA or the Vendor. NWREA and the Vendor are not and shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements, promise or warranty or representation made by the Intermediary.

介紹人並無代新世界地產代理或賣方許下任何口頭或書面的協議、承諾、保證或陳述。新世界地產代理及賣方無需為介紹人作出的任何協議、承諾、保證或陳述向買方或任何人承擔任何形式的責任。

3. NWREA, the Vendor and their staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s) or the Intermediary. If there are any person(s) alleging to be the staff or agent of NWREA or the

Unit A on 32 & 33 Floor of Tower 2

Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (ICAC).

新世界地產代理、賣方及其職員並無直接或間接向買方或介紹人收取樓價以外之任何費用或佣金。買方如遇任何人士以新世界地產代理或賣方僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(ICAC)舉報。

4. NWREA and the Vendor are not and will not be involved in any disputes between the Purchaser(s) 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 Tender Document and Formal Agreement for Sale and Purchase.

買方與介紹人之任何輾轉，一概與新世界地產代理及賣方無關。該物業之買賣交易一切依據招標文件及正式買賣合約進行。

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

如上述之英文及中文文本有任何歧義，一概以英文文本為準。

Signature of the Purchaser

買方簽署

(If applicable) Signature of the Intermediary

(如適用)介紹人簽署

Acknowledgement Letter for Viewing of the Property  
參觀物業確認函

To : Silver Rich Holdings Limited and Fook Hang Trading Company Limited (the “Vendor”)  
致 : 銀發集團有限公司及福恒貿易有限公司 (“賣方”)

Development : THE PAVILIA HILL, 18A Tin Hau Temple Road, Hong Kong  
發展項目 : 香港天后廟道 18A 號 柏傲山

Tower \_\_2\_\_ 座 Floor \_32 & 33\_ 樓 Unit \_\_A\_\_ 單位  
(the “Property” “該物業”)

Name(s) of the Purchaser(s) 買方姓名 : \_\_\_\_\_  
I.D./PASSPORT/B.R.NO.: 身份證/護照/商業登記證號碼 : \_\_\_\_\_

I/We, hereby acknowledge and confirm in writing that the Vendor had arranged to let me/us view the Property prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property and I / we have viewed the Property at the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

本人 / 吾等謹此承認並確認在於簽署該物業之臨時買賣合約之前，本人 / 吾等已獲賣方安排參觀該物業且本人/ 吾等已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。

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

This acknowledgement letter shall continue in effect and subsist notwithstanding that the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase do not expressly incorporate the provisions herein.

儘管臨時買賣合約及買賣合約沒有明確包含本確認函的條款，本確認函亦將繼續維持有效及存續。

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

\_\_\_\_\_  
Date 日期

柏傲山（“發展項目”）

THE PAVILIA HILL (“the Development”)

**賣方資料表格 Vendor’s Information Form**

In respect of 有關

Tower 2 座 Floor 32&33 樓 Unit A 單位  
 (“the specified residential property”) (“指明住宅物業”)

Vendor 賣方: Silver Rich Holdings Limited and Fook Hang Trading Company Limited

銀發集團有限公司 及福恒貿易有限公司

須就指明住宅物業支付的管理費用的款額 The amount of the management fee that is payable for the specified residential property	每月港幣 HK\$19,647 per month
須就指明住宅物業繳付的地稅(如有的話)的款額 The amount of the Government rent (if any) that is payable for the specified residential property	[暫時沒有資料] [Information not yet available]
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	無 None
發展項目的管理人的姓名或名稱 The name of the manager of the Development	新世界物業管理有限公司 New World Property Management Company Limited
賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development	無 None
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所知的影響指明住宅物業的任何待決的申索 Any pending claim affecting the specified residential property that is known to the Vendor	無 None

備註：

此表格未能列出《一手住宅物業銷售條例》附表 8 第 1(b)條所規定的資料，原因在於截至此表格印製日期為止，差餉物業估價署署長尚未就指明住宅物業繳付的地稅(如有的話)的款額發出徵收地稅通知書。

Remark:

The information required under section 1(b) of Schedule 8 to the Residential Properties (First-hand Sales) Ordinance cannot be set out in this Form for the reason that, as at the date of printing of this form, the Commissioner of Rating and Valuation has not yet issued any demand note for Government rent (if any) that is payable for the specified residential property.

SIGNATURE(S) OF THE PURCHASER(S)

買方簽署

日期/Date :

柏傲山（“發展項目”）

THE PAVILIA HILL (“the Development”)

**提前入住優惠 Early Move-in Benefit**

In respect of 有關

Tower \_\_2\_\_ 座 Floor \_\_32&33\_\_ 樓 Unit \_\_A\_\_ 單位

(“the Property”) (“該物業”)

Vendor 賣方: Silver Rich Holdings Limited and Fook Hang Trading Company Limited

銀發集團有限公司 及福恒貿易有限公司

- (a) 受限於以下各項，在買方滿足以下的先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業：-

Subject to the following conditions precedent being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:-

- (i) 提前入住優惠只適用於個人買方。個人買方須已根據臨時買賣合約簽署正式買賣合約；及  
The Early Move-in Benefit is applicable to individual Purchaser only. The individual purchaser shall have signed the formal agreement for sale and purchase in accordance with the preliminary agreement for sale and purchase; and
- (ii) 買方須於接納書的日期後60日內，向賣方遞交買方已簽妥的提前入住優惠的申請表格及簽署一份經由賣方訂明而未作任何修改的許可協議（「許可協議」）；及  
the Purchaser shall have submitted an application form duly signed by the Purchaser to the Vendor for the Early Move-in Benefit and have signed a licence agreement in the Vendor's prescribed form (“Licence Agreement”) and without any amendment to the contents thereof within 60 days after the date of the Letter of Acceptance; and
- (iii) 買方已根據正式買賣合約向賣方繳付不少於該物業樓價 10%；及  
the Purchaser has paid to the Vendor not less than 10% of the Purchase Price in accordance with the formal agreement for sale and purchase of the Property; and
- (iv) 許可期由 2019 年 7 月 1 日或許可協議訂明之日開始（以較遲者為準）並於\_\_\_\_年\_\_\_\_月\_\_\_\_日截止；及  
the licence period shall commence on 1 July 2019 or the date specified in the Licence Agreement (whichever is the later) and expire on \_\_\_\_\_(DD MM YYYY); and
- (v) 買方已同意負責所有就許可協議而產生的律師費及支出（包括印花稅）；及  
the Purchaser has agreed to bear all legal costs and expenses (including stamp duty) arising from the Licence Agreement; and



(vi) 賣方將有權利終止許可協議如 (i) 買方未能按正式買賣合約繳付任何款項；(ii) 買方未能按正式買賣合約完成該物業的買賣；(iii) 買方違反許可協議的任何條款；或 (iv) 有情況發生導致許可協議按其條款終止。

the Vendor shall be entitled to terminate the licence agreement if (i) the Purchaser fails to make any payment in accordance with the formal agreement for sale and purchase; (ii) the Purchaser fails to complete the sale and purchase of the Property in accordance with the formal agreement for sale and purchase; (iii) the Purchaser breaches any terms under the Licence Agreement; or (iv) the occurrence of such circumstances resulting in termination of the Licence Agreement pursuant to the provisions of the Licence Agreement.

(vii) 任何其他由賣方施加的條款及細則。

any other terms and conditions as shall be imposed by the Vendor.

(b) 提前入住優惠受其他條款及細則約束。

Early Move-in Benefit is subject to other terms and conditions.

SIGNATURE(S) OF THE PURCHASER(S)

買方簽署

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日期/Date :

**List 1****附件 1**

## Appendix

## Fittings, Finishes and Appliances

(For 32/F &amp; 33/F Unit A of Tower 1, 2 &amp; 6 and 35/F Unit A&amp;B of Tower 3 &amp; 5)

Exterior Finishes		<ul style="list-style-type: none"> <li>- Aluminium window frame with single pane glass</li> <li>- Natural stone bay window sills</li> <li>- Balconies are fitted with tempered glass balustrade, walls are finished with aluminium curtain wall and aluminium claddings, floors are finished with natural stone</li> <li>- Utility Platforms are fitted with metal balustrade, wall are finished with wall tiles, floors are finishes with floor tiles</li> </ul>
Internal Wall and Ceiling	:	Living room, dining room and bedroom finished with emulsion paint, partly provided with gypsum board false ceiling finished with emulsion paint.
Flooring	:	<p>Living room, dining room and bedroom finished with engineering timber flooring.</p> <p>Floor border along the folding doors leading to balconies partially finished with natural stone.</p>
Bathroom	:	<p>Wall (except areas above false ceiling level and areas covered by the vanity cabinet and wall hung mirror cabinet) finished with natural stone and plastic laminate.</p> <p>Floor (except those areas under the bath tub and areas covered by the vanity cabinet) finished with natural stone.</p> <p>Painted gypsum board false ceilings are provided. Wall finishes run up to the false ceiling.</p> <p>Fitted with timber vanity counter with natural stone counter top and sanitary wares and fittings.</p>
Kitchen	:	<p>Wall (except areas above false ceiling level and areas covered by the kitchen cabinets) finished with stainless steel and plastic laminate.</p> <p>Floor (except those areas covered by the kitchen cabinets) finished with natural stone.</p> <p>Painted gypsum board false ceiling are provided. Wall finishes run up to the false ceiling.</p> <p>Cooking bench top is fitted with artificial stone.</p>
Door	:	<ul style="list-style-type: none"> <li>- Timber veneer doors fitted with lockset are provided for main entrance and all bedrooms</li> </ul>

**List 1****附件 1**

		<ul style="list-style-type: none"><li>- Timber veneer doors fitted with louvres and lockset are provided for all bathrooms</li><li>- Timber doors with timber veneer, stainless steel and fitted with glass panel and lockset are provided for kitchen</li><li>- Timber doors finished in plastic laminate fitted with lockset are provided for utility room for tower 1, 3 &amp; 5, foyer (if applicable); Timber doors finished in plastic laminate are provided for utility room for tower 2 &amp; 6</li><li>- Aluminium frame glass folding doors fitted with lockset are provided for lavatory inside utility room</li><li>- Fluorobarbon coated aluminium frame glass folding/ sliding doors fitted with lockset are provided for balcony and flat roof</li><li>- Aluminium framed glass doors fitted with lockset are provided at utility platform</li></ul>
Appliances	:	<ul style="list-style-type: none"><li>- Split-type air conditioner for living/ dining room, master bedroom, all bedrooms and store (if applicable) (For Tower 3 &amp; 5 35/F Unit A &amp; B only)</li><li>- VRV air conditioner for living/ dining room, master bedroom, all bedrooms and store (if applicable) (For Tower 1, 2 &amp; 6 32/F &amp; 33/F Unit A only)</li><li>- Induction cooking hob, gas cooking hob, cookerhood</li><li>- Electric steam oven, microwave combination oven</li><li>- Wine cooler</li><li>- Freezer (For Tower 1, 2 &amp; 6 32/F &amp; 33/F Unit A, and Tower 3 &amp; 5 35/F Unit A only)</li><li>- Refrigerator</li><li>- 2 in 1 washer and dryer</li><li>- Free-stand coffee machine</li><li>- Gas water heater</li><li>- Thermo ventilator in all bathrooms</li><li>- Shower cubicle for all bathrooms</li><li>- Bath tub for all master bathrooms, bathroom 1, 2 &amp; 3 of Tower 1 32/F &amp; 33/F Unit A, bathroom 1 of Tower 2 32/F &amp; 33/F Unit A, bathroom 1 of Tower 5 35/F Unit A, bathroom 3 of Tower 6 32/F &amp; 33/F Unit A</li></ul>