

TENDER DOCUMENT

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

Tenders are invited for the purchase of

**Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s)
pertaining thereto and the Roof thereabove) of Tower 6, Carparking Spaces
Nos. 3, 4 and 13 on Ground Floor of The Pavilia Hill, No. 18A Tin Hau
Temple Road, North Point, Hong Kong**

**Tender commencement date and time: 10:00 a.m. on 3 May 2019
Tender closing date and time: 11:00 a.m. on 3 May 2019
(unless previously withdrawn or sold)**

Tenders must be submitted during tender submission hours between the Tender Commencement Date and the Tender Closing Date (both days inclusive) to the Tender Box labelled “**Public Tender For The Pavilia Hill**” placed at 3A/F, New World Tower 2, 18 Queen’s Road Central, Central, Hong Kong in a plain envelope and clearly marked “**The Pavilia Hill**”.

Vendor: **Silver Rich Holdings Limited**
30th Floor, New World Tower, 18 Queen’s Road Central, Central, Hong Kong

Fook Hang Trading Company Limited
30th Floor, New World Tower, 18 Queen’s Road Central, Central, Hong Kong

Vendor’s agent: **New World Real Estate Agency Limited**
3A/F, New World Tower 2, 18 Queen’s Road Central, Central, Hong Kong
Enquiry Hotline: 8332 2233

招標文件

公開招標承投購買物業

現招標承投購買

香港天后廟道 18A 號柏傲山第 6 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)及地下停車位 3、4 及 13 號

招標開始日期及時間：2019 年 5 月 3 日上午 10 時正
招標截止日期及時間：2019 年 5 月 3 日上午 11 時正
(但若在招標截止時限之前物業已被撤回或出售則除外)

在招標開始日期起至招標截止日期止(包括首尾兩日)期間的入標時間內投標書須放入普通信封內，信封面上清楚註明「**柏傲山**」，放入位於香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓擺放的標示為「**柏傲山公開招標**」的投標箱內。

賣方：銀發集團有限公司
香港中環皇后大道中 18 號新世界大廈 30 樓

福恒貿易有限公司
香港中環皇后大道中 18 號新世界大廈 30 樓

賣方代理人：新世界地產代理有限公司
香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓
查詢熱線：8332 2233

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the Tender Commencement Date of submission of tender and the date which is the seventh working day after the Tender Closing Date (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 3 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“Property”	means Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s) pertaining thereto and the Roof thereabove) of Tower 6, Carparking Spaces Nos. 3, 4 and 13 on Ground Floor of The Pavilia Hill, No. 18A Tin Hau Temple Road, North Point, Hong Kong, subject to existing tenancy(ies);
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
“Tender Closing Date”	means 3 May 2019;
“Tender Commencement Date”	means 3 May 2019;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Price”	means the price tendered for the Property as specified in the Schedule to the Offer Form;
"tender submission hours"	means 10:00 a.m. to 11:00 a.m.;
“Tenderer”	means the person who is specified in the Schedule to the Offer Form as the tenderer;
“Vendor”	means Silver Rich Holdings Limited and Fook Hang Trading Company Limited; and
“Vendor’s solicitors”	means Messrs. Mayer Brown, Solicitors of 16/F – 19/F, Prince's Building, 10 Chater Road, Central, Hong Kong; and

"Venue" means 3A/F, New World Tower 2, 18 Queen's Road Central, Central, Hong Kong.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date. Any adjustment of the Tender Closing Date will be posted at the Venue. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender and the subsequent sale and purchase.
- 2.7 A tenderer should submit this Tender Document in accordance with the terms and conditions as set out in this Tender Document.
- 2.8 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s) and/or cheque(s)

Cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) (provided that a minimum amount of HK\$1,000,000 shall be paid by cashier order(s)) in the total sum which constitutes **5%** of the Tender Price for the Property), such sum being the **preliminary deposit** for the tender, made payable to "**Mayer Brown**"
 - (ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
 - (iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Warning to Purchasers
 - (2) Purchaser's Consent to use of Personal Data

- (3) Declaration in Relation to Intermediary
- (4) Acknowledgement Letter regarding Stamp Duty
- (5) Vendor's Information Form
- (6) Acknowledgement Letter for Viewing of Property
- (7) Terms and Conditions of New World CLUB and the Personal Information Collection Statement
- (8) Confirmation regarding Ad Valorem Stamp Duty Cash Rebate

Please DO NOT DATE any of the documents mentioned in this sub-paragraph (iv) EXCEPT for the document in item (7) of this sub-paragraph (iv) which SHALL BE DATED (being the date on which the tender is actually submitted by the Tenderer); otherwise the Vendor will date the document in item (7) for the Tenderer.

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**The Pavilia Hill**"; and
 - (d) placed in the Tender Box labelled "**Public Tender For The Pavilia Hill**" placed at the Venue during the tender submission hours from the Tender Commencement Date and at or before the Tender Closing Date.
- 2.9 The cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Purchaser will also be notified of the name of the Vendor's solicitors in the Letter of Acceptance. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment

thereto. The standard form of the Agreement is available for inspection during the tender period at the Venue. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf:-
- (i) the Vendor's solicitors will not act for the Purchaser to prepare the power of attorney; and
 - (ii) the relevant power of attorney shall be subject to prior approval of the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. **Miscellaneous**

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, New World Real Estate Agency Limited, of 3A/F, New World Tower 2, 18 Queen's Road Central, Central, Hong Kong (Enquiry Hotline: 8332 2233).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的招標開始日期至招標截止日期後的第 7 個工作日(包括首尾兩日)的期間；
「正式合約」	指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「該物業」	指香港天后廟道 18A 號柏傲山第 6 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)及地下停車位 3、4 及 13 號，連現有租約出售；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「招標截止日期」	指 2019 年 5 月 3 日；
「招標開始日期」	指 2019 年 5 月 3 日；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「投標價」	指要約表格的附表中訂明投購該物業(視情況而定)的價格；
「入標時間」	指上午 10 時正至上午 11 時正；
「投標者」	指要約表格的附表中訂明為投標者的人士；
「賣方」	指銀發集團增亮投資有限公司及福恒貿易有限公司；及
「賣方律師」	指孖士打律師行，地址為香港中環遮打道 10 號太子大廈 17 樓；及
「會場」	香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓。

2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購載該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。

- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改該物業的招標截止日期。任何更改招標截止日期的通知會張貼於會場。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中及其後之買賣不代表任何投標者。
- 2.7 投標者應按照載於本招標文件的條款及細則遞交本招標文件。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
- (b) 連同以下文件：
- (i) 銀行本票及/或支票
- 一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票及/或一張或多張支票(惟以銀行本票支付的金額最少為 HK\$1,000,000)，總金額為該物業投標價的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**孖士打律師行**」。
- (ii) 投標者的身份證明文件
- 如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。
- 如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
- (iii) 中介人的牌照(如適用)
- 投標者委託的地產經紀的牌照複印本。
- (iv) 由投標者填妥並簽署的附件的文件
- (1) 對買方的警告
- (2) 買方對使用其個人資料的同意書
- (3) 有關介紹人聲明
- (4) 關於印花稅的確認函
- (5) 賣方資料表格
- (6) 參觀物業確認函
- (7) New World CLUB 條款及細則及《個人資料收集聲明》
- (8) 從價印花稅現金回贈優惠確認書
- 請不要於本第(iv)分段所述的任何文件內填上日期，除本第(iv)分段第(7)項文件必須填上日期(日期為投標者實際遞交本招標文件之日)，否則賣方將自行為投標者**
在第(7)項文件填上日期。
- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**柏傲山**」；及
- (d) 從招標開始日期起至招標截止日期止的入標時間放入位於會場擺放的標示為「**柏傲山公開招標**」的投標箱內。

- 2.9 在賣方對收到的投標書作出決定前，銀行本票及/或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及/或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及/或支票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。
- 2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及/或支票的地址。
- 2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。買方也會在接納書內獲通知賣方律師的名稱。接納書在投標後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在該會場審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約：
- (i) 賣方律師不會代表買方準備授權書；及
- (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人新世界地產代理有限公司，地址為香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓(查詢熱線: 8332 2233)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件有任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第1部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

“Development” means The Pavilia Hill, No.18A Tin Hau Temple Road, Hong Kong.

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

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
7. 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.
8. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
9. The measurements of the Property are as follows :-

For the residential property comprised in the Property, as set out in the attached Schedule 1.
For the carparking spaces comprised in the Property, 12.5 square metres each (5 x 2.5 metres).
10. The sale and purchase of the Property includes the fittings, finishes and appliances as follows :-

For the residential property comprised in the Property, as set out in the attached Schedule 2.
For the carparking spaces comprised in the Property, NIL.
11. 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.

12. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 13 and fully understands its contents.
13. For the purposes of clause 12, the following is the "Warning to Purchasers"—
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
14. 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 to be designated by the Vendor's solicitors on or before the date of completion of the sale and purchase.
15. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Only the person who has signed this Preliminary Agreement is permitted to sign the Agreement. No trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement.
16. The Property is sold on "as is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
17. (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 and 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) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase of the Property.
- (c) The Purchaser shall bear and pay to the Vendor's solicitors the certified copying charges and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement in the following amount upon signing of the Agreement :-
- To be advised by Vendor or Vendor's solicitors.
- (d) The Purchaser shall bear and pay to the Vendor's solicitors the plans fees in the following amount upon signing of the Agreement :-
- Plan fee for Agreement
Per Unit: \$2,000.00
Per Carparking Space: \$1,250.00
 - Plan fee for Assignment
Per Unit: \$2,000.00
Per Carparking Space: \$1,250.00
18. 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.
19. 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.
20. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
21. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
22. Time shall in every respect be of the essence of this Preliminary Agreement.
23. If the Property under this Preliminary Agreement consists of a residential property 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.
24. 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.
25. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as item (i) above of this clause.
26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement

shall be excluded from the application of the CRTPO.

- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

27. In this Preliminary Agreement:-

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
- (c) the floor area of an item under clause (a) in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
- (d) the area of an item under clause (b) in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

28. The sale of the Property is subject to the existing tenancy(ies), when the existing tenancy(ies) expire the existing tenancy(ies) will be replaced with the following new tenancy, particulars of which are as follow :-

- (a) Term of tenancy(ies):
3 years commencing on 1st June 2019 and expiring on 31st May 2022 (both days inclusive)
- (b) Monthly rent:
HK\$180,000.00 inclusive of Government rates and Government rent
- (c) Amount of rental deposit:
HK\$310,000.00
- (d) Option to renew (if any): Nil

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「發展項目」	指香港天后廟道 18A 號柏傲山。
「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
6. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
7. 買方需於本臨時合約之簽署日期之後五個工作日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。
8. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
9. 該物業的量度尺寸如下—

就該物業中的住宅物業而言，載列於附表 1。
就該物業中的停車位而言，每個 12.5 平方米(5 x 2.5 米)。
10. 該物業的買賣包括的裝置、裝修物料及設備如下—

就該物業中的住宅物業而言，載列於附表 2。
就該物業中的停車位而言，沒有。
11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
12. 買方確認已收到第 13 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。
13. 就上述第 12 條而言，「**對買方的警告**」內容如下—
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
14. 買賣雙方同意於成交日期或之前於賣方律師所指定的辦公時間內在賣方律師辦公地點完成交易該物業。
15. 雙方同意並聲明本臨時合約只適用於買方個人。只有簽署本臨時合約的人士方可簽署正式合約。賣方並不接受買方任何受托人或獲提名人代買方簽署正式合約。
16. 本物業以現狀形式出售。買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
17. (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)，業權契據認證副本之費用、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該物業的買賣之文件等費用，一蓋由買方單獨承擔及繳付。
- (b) 買方須負責其在有關購買該物業之所有律師費用及代墊付費用。
- (c) 買方須負責及於簽署買賣合約時向賣方律師支付以下業權契據認證副本之費用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：

金額有待賣方或賣方律師確認。
- (d) 買方須負責及於簽署買賣合約時向賣方律師支付以下圖則費：
- 正式合約圖則費
每個單位：\$2,000.00
每個停車位：\$1,250.00
 - 轉讓契圖則費
每個單位：\$2,000.00

每個停車位：\$1,250.00

18. 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。
19. 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。
20. 買方如有更改地址或電話，須以書面通知賣方。
21. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
22. 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。
23. 如本臨時合約下的物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該等物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
24. 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他費用。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。
25. 買方須與賣方在正式買賣合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人或其他承讓人 (i) 在以後的轉售合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項，及 (ii) 在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人履行本條(i)項中的責任。
26.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(“該條例”) 強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
27. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 附表 1 第(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 附表 1 第(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

28. 該物業是連租約出售，現有租約屆滿後將由以下租約取代，詳情如下：

- (a) 租期：
由 2019 年 6 月 1 日起至 2022 年 5 月 31 日(包括首尾兩日)
- (b) 每月租金：
HK\$180,000.00 包括地租及差餉
- (c) 按金金額：
HK\$310,000.00
- (d) 續租權(如有)：無

出售條款附表1
Schedule 1 to Conditions of Sale

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Unit A on 32nd and 33rd Floors (Duplex) (including the Flat Roof(s) pertaining thereto and the Roof thereabove) of Tower 6, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong
香港天后廟道 18A 號柏傲山第 6 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)

(a) 本物業的實用面積為 the saleable area of the Property is	263.416	平方米/ square metres/	2,835	平方呎，其中— square feet of which—
	5.000	平方米／ square metres/	54	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	1.499	平方米／ square metres/	16	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	XXX	平方米／ square metres	XXX	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and

(b) 其他量度尺寸為— other measurements are—

*空調機房的面積為 the area of the air-conditioning plant room	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*窗台的面積為 the area of the bay window is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*平台的面積為 the area of the flat roof is	60.773	平方米／ square metres/	654	平方呎； square feet;
*花園的面積為 the area of the garden is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*停車位的面積為 the area of the parking space is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*天台的面積為 the area of the roof is	107.634	平方米／ square metres/	1,159	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*前庭的面積為 the area of the terrace is	XXX	平方米／ square metres/	XXX	平方呎； square feet;
*庭院的面積為 the area of the yard is	XXX	平方米／ square metres/	XXX	平方呎。 square feet.

出售條款附表 2
Schedule 2 to Conditions of Sale

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

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

Exterior Finishes		<ul style="list-style-type: none"> - Aluminium window frame with single pane glass - Natural stone bay window sills - Balconies is provided with fluorocarbon coated aluminium balustrade with single pane glass and artificial stone capping., walls are finished with aluminium curtain wall and aluminium claddings, floors are finished with natural stone -
Internal Wall and Ceiling	:	<p>Internal Wall Living room, dining room and bedroom finished with emulsion paint.</p> <p>Ceiling Living room, dining room and bedroom, partly provided with gypsum board false ceiling, is finished with emulsion paint.</p>
Internal Floor	:	<p>Living room, dining room and bedroom finished with engineering timber flooring and painted timber skirting.</p> <p>Floor border along the folding doors leading to balconies partially finished with natural stone, the remaining part finished with engineering timber flooring..</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"> - Timber veneer doors fitted with lockset are provided for main entrance and all bedrooms - Timber veneer doors fitted with louvres and lockset are provided for all bathrooms - Timber doors with timber veneer, stainless steel and fitted with glass panel are provided for kitchen (not applicable to the kitchen door connected to fireman's lift lobby) - Timber doors finished in plastic laminate are provided for utility room for tower 1, 3 & 5, foyer (if applicable); Timber doors finished in plastic laminate are provided for utility room for tower 2 & 6 - Aluminium frame glass folding doors fitted with lockset are provided for lavatory inside utility room - Fluorocarbon coated aluminium frame glass doors fitted with lockset are provided for balcony and flat roof - Aluminium framed glass doors fitted with lockset are provided at utility platform
Appliances	:	<ul style="list-style-type: none"> - Split-type air conditioner for living room, dining room, master bedroom, all bedrooms and store (if applicable) (For Tower 3 & 5 35/F Unit A & B only) - VRV air conditioner for living room, dining room, master bedroom, all bedrooms and store (if applicable) (For Tower 1, 2 & 6 32/F & 33/F Unit A only) - Induction cooking hob, gas cooking hob, cookerhood - Electric steam oven (For Unit B, 32/F, Tower 1, Unit A, 32/F & 33/F, Tower 2, Unit B, 32/F, Tower 2, Unit A, 32/F & 33/F, Tower 6 and Unit B, 32/F, Tower 6 only), microwave combination oven - Wine cooler - Freezer (For Tower 1, 2 & 6 32/F & 33/F Unit A, Tower 1, 32/F Unit B, and Tower 3 & 5 35/F Unit A only) - Refrigerator - 2 in 1 washer and dryer - Free-stand coffee machine - Gas water heater - Thermo ventilator in all bathrooms -

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

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

Section 2 – Tender Price			
Tender price (HK\$)			
Cashier order(s)	Amount (HK\$)	Bank	Cashier order no.
Cheque(s)	Amount (HK\$)	Cheque no.	

Section 3 – Payment plan
<p>The Tenderer confirms that the Purchase Price shall be paid in the following manner :-</p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • 5% of the Purchase Price shall be paid within 30 days after the date of Letter of Acceptance. • 90% of the Purchase Price (balance of the Purchase Price) shall be paid on or before 30 June 2021. <p>For details of the gifts, financial advantage or benefits, please refer to Annex 9.</p>

Section 4 – Channel which Tenderer knows about The Pavilia Hill

Please indicate below the channel which the Tenderer knows about The Pavilia Hill and related information (**please tick one or more boxes*):-

- ☐ Internet
☐ Newspaper / Magazine, please specify:
☐ Estate Agents
☐ New World CLUB
☐ Referral by New World Group Staff
 please specify (Name and relevant company of New World Group, if known): _____
☐ Others

Section 5 - Declaration of relationship with the Vendor (* Please tick as appropriate)

I/We [☐ **are** / ☐ **are not**] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

(A person is a related party to the Vendor if that person is:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

For the purpose of this Declaration, “manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).

Section 6 – New World CLUB Membership Enrolment (Only applicable to individual tenderer and the individual director of company signing this Tender Document who is not an existing New World CLUB member)

I/We hereby apply to become a member(s) of the New World CLUB and consent to the use of my/our personal data contained in this Tender Document by the Vendor, New World Real Estate Agency Limited and New World Loyalty Programme Limited in connection with that purpose. I/We have been invited to read the Terms and Conditions of New World CLUB and the Personal Information Collection Statement annexed under item 7 of the Annex. I/We confirm that I/we have read and understand the Terms and Conditions and the Personal Information Collection Statement and agree to be bound by them.

Section 7 - Submission checklist

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

1. ☐ Tender Document with the Offer Form completed, signed and dated
2. ☐ Cashier order(s) and/or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Warning to Purchasers (undated)
 - (2) ☐ Purchaser's Consent to use of Personal Data (undated)
 - (3) ☐ Declaration in Relation to Intermediary (undated)
 - (4) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (5) ☐ Vendor's Information Form (undated)
 - (6) ☐ Acknowledgement Letter for Viewing of Property (undated)
 - (7) ☐ Terms and Conditions of New World CLUB and the Personal Information Collection Statement (dated)
 - (8) ☐ Confirmation regarding the Ad Valorem Stamp Duty Cash Rebate (undated)

Section 8 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

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

Section 9 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

*[End of Part 3: Offer Form]
[End of the Tender Document]*

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及/或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買投標物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

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

要約表格的附表

(由投標者填寫)

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

第2節- 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	支票編號	

第3節- 支付辦法	
<p>投標者確認樓價須以以下方式繳付：-</p> <ul style="list-style-type: none"> 臨時訂金即樓價5%於投標書獲賣方接納當日(即接納書的日期)繳付。 樓價5%於接納書的日期後30日內繳付。 樓價90%(樓價餘額)於2021年6月30日或之前繳付。 <p>有關贈品、財務優惠或利益的詳情，請參閱附件 9。</p>	

第4節 – 投標者得知柏傲山的途徑

投標者透過以下何種途徑得知柏傲山及其相關資訊(†請剔一個或多個方格)：-

- †☐ 互聯網
†☐ 報紙/雜誌, 請指明:
†☐ 地產代理
†☐ New World CLUB
†☐ 新世界集團員工,
請指明 (姓名及相關新世界集團公司的名稱, 如知悉):
†☐ 其他

第5節 – 與賣方關係的聲明(†請剔適用者)

就《一手住宅物業銷售條例》(第 621 章)而言, 本人/我們 [†☐ 是 / ☐ 不是] 賣方的「有關連人士」。

(如有以下情況, 某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事, 或該董事的父母、配偶或子女；
(b) 該人是賣方的經理；
(c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
(d) 該人是賣方的有聯繫法團或控權公司；
(e) 該人是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
(f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言, 「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。)

第6節 – New World CLUB 會藉申請(僅適用於現時並非 New World CLUB 會員的個人名義投標者及簽署本招標文件的公司的個人董事)

本人/我們現申請成為 New World CLUB 的會員及同意賣方、新世界地產代理有限公司及新世界尊尚客戶有限公司為此目的使用載於本招標文件的本人/我們的個人資料。本人/我們獲邀請閱覽載於附件第 7 項的 New World CLUB 的條款及細則及個人資料收集聲明。本人/我們確認本人/我們已閱讀及理解條款及細則及個人資料收集聲明並同意受它們所約束。

第7節– 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. ☐ 招標文件及要約表格已填妥、簽署及填上日期
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 對買方的警告(未有填上日期)
 - (2) ☐ 買方對使用其個人資料的同意書(未有填上日期)
 - (3) ☐ 有關介紹人聲明(未有填上日期)
 - (4) ☐ 關於印花稅的確認函(未有填上日期)
 - (5) ☐ 賣方資料表格(未有填上日期)
 - (6) ☐ 參觀物業確認函(未有填上日期)
 - (7) ☐ New World CLUB 條款及細則及《個人資料收集聲明》(已填上日期)
 - (8) ☐ 從價印花稅現金回贈確認書(未有填上日期)

第8節– 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投標者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

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

第9節– 投標者及見證人的簽署

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

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第3部份：要約表格完]
[招標文件完]

附件 Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)
(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with “#” **should be signed and submitted** together with the Tender Document.)

1. 對買方的警告 #
Warning to Purchasers #
2. 買方對使用其個人資料的同意書#
Purchaser's Consent to use of Personal Data #
3. 有關介紹人聲明#
Declaration in Relation to Intermediary #
4. 關於印花稅的確認函#
Acknowledgement Letter Regarding Stamp Duty#
5. 賣方資料表格#
Vendor's Information Form #
6. 參觀物業確認函#
Acknowledgement Letter for Viewing of Property #
7. New World CLUB 條款及細則及《個人資料收集聲明》#
Terms and Conditions of New World CLUB and the Personal Information Collection Statement#
8. 從價印花稅現金回贈確認書#
Confirmation regarding Ad Valorem Stamp Duty Cash Rebate#
9. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits

WARNING TO PURCHASER(S) - PLEASE READ CAREFULLY

對買方的警告 - 買方請小心閱讀

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道18A號柏傲山第6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)及地下住宅停車位3、4及13號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

- (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/吾等已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser(s) 買方簽署

PERSONAL INFORMATION COLLECTION STATEMENT 收集個人資料聲明

A. Commitment to Personal Data Protection 致力保護個人資料

New World Real Estate Agency Limited ("NWREA") is committed to protecting your personal data privacy. To ensure you can make informed decisions about providing to us personal information ("Data") relating to you, we outline in this notice our practices and the choices you have concerning the collection and use of your Data.

新世界地產代理有限公司(「新世界地產代理」)致力保護你的個人資料的私隱。為確保閣下向我們提供用作識別個人身份的資料(下稱「資料」)時能夠作出知情的決定,我們謹此概述我們有關蒐集及利用閣下資料的常規,讓閣下明白自己選擇提供資料的權利。

B. The Data We Collect 蒐集的資料

The types of Data we collect from you will be the personal information provided by you in connection with the purpose of sale of property(ies) in **The Pavilia Hill (the "Development")**.

我們會蒐集閣下就申請認購柏傲山(「發展項目」)內的物業提供的個人資料,即:

1. Your personal information, including your name and HKID / Passport no.;
閣下的個人資料,包括姓名及身份證 / 護照號碼;
2. Your contact information, including but not limited to telephone numbers and mailing addresses;
閣下的聯絡資料,包括但不限於電話號碼及通訊地址;
3. Your business information, such as company name and business registration no.;
閣下的商業資料,例如公司名稱及商業登記證號碼;

By providing the Data to us, you acknowledge that such provision is fair and reasonable in the circumstances. Please note that it is obligatory for you to provide the Data to us. Failure to supply such obligatory data may result in NWREA not arranging or being unable to process the sale of property(ies) in the Development.

閣下如向我們提供資料,即表示閣下確認是在公平合理的情況下向我們提供有關資料。請注意,閣下須要向我們提供該等資料。如閣下不向我們提供該等資料,則我們可能不會或無法處理對認購發展項目內的物業的申請。

C. Purposes for which the Data are Collected and Used 蒐集資料的目的及用途

We may use the Data you provide for one or more of the following purposes:-

新世界地產代理可能會將閣下提供的資料用作以下一個或多個用途:

1. For identification and verification purposes in connection with the purpose of sale of property(ies) in the Development;
就任何對申請認購發展項目內的物業進行身份識別及核實用途;
2. For communicating with you by mail, phone or other means;
利用郵寄、電話或其他方式與閣下聯繫;
3. For marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標目的(詳情請參閱以下「在直接促銷中使用資料」部分);
4. For disclosing and transferring the Data to licensed banks in Hong Kong ("Banks") for use by them in direct marketing which may be carried out or conducted by or through agents, contractors or employees of the Banks;
向香港持牌銀行(「銀行」)披露及傳送資料供他們作直接促銷使用,此等使用可能會經由任何銀行的代理人、承辦商或員工進行或辦理;
5. For use by NWREA in connection with any of the above purposes; and/or
提供予新世界地產代理用作上述任何用途;及/或
6. For any other incidental or associated purposes relating to the above.
與上文有關的任何其他附帶或相關用途。

We will not knowingly or intentionally use, share, sell or rent the Data provided to us in ways unrelated to the purposes above.

我們將不會明知或蓄意地使用、分享、出售或出租獲提供的資料,以及用於與上文所述無關的用途。

D. Disclosure and Transfer of Personal Data 披露及傳送個人資料

We may disclose and transfer the Data to New World Development Company Limited and the Banks in connection with the purposes mentioned above and in Section F below.

我們可能會就上文及下述的 F 部分所述的相關用途向新世界發展有限公司及銀行披露及傳送資料。

We may disclose the Data when required by law or court order of any jurisdiction, or as requested by any government, tax, regulatory or law enforcement authorities or administrative organisations (whether within or outside Hong Kong), or in the good faith that disclosure is otherwise necessary or advisable including and without limitation to protect the rights or properties of NWREA or in circumstances which we consider to be related to any of the purposes for which the Data are collected. This also applies when we have reason to believe that disclosing the Data is necessary to identify, contact or bring legal action against someone who may be causing interference with our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities.

在若干情況下，我們可能透露資料，有關情況包括：應任何司法權區的法律或法庭命令的要求；或應任何政府、稅務、規管或執法機關或行政機關（無論在香港境內或外）的要求；或在我們真誠地相信透露資料屬必需或合宜，當中包括但不限於用作保護新世界地產代理的權利或財產；或在我們認為與蒐集資料的目的相關的任何情況。如我們有理由相信必須披露資料，以確認或聯絡任何故意或基於其他原因危及我們權利或財產的人士，或向有關人士採取法律行動，又或任何人士將因此而受到傷害時，我們亦會披露資料。

E. Data Security **資料保安**

The Data you provide to us will be kept by us in the appropriate form only for as long as is necessary to fulfill the purposes mentioned above, after which it will be destroyed.

我們會以適當的方式保存閣下提供的資料，並僅作上文所述的必需用途，有關資料在完成用途後將會被銷毀。

In order to ensure the correct use and to maintain the accuracy of Data collected from you, as well as preventing unauthorised or accidental access, processing, erasure or other use of the Data, we have implemented various physical, electronic and management measures to safeguard and secure the Data we collect.

為確保正確使用資料、維持所蒐集資料的準確性，並防止資料未經授權或意外的讀取、處理、刪改，或將有關資料用作其他用途，我們已實施多項實質、電子及管理措施，以保障資料安全。

F. Use of Data in Direct Marketing **在直接促銷中使用資料**

Unless you consent or do not object in writing, we shall not use the Data in direct marketing or provide such Data to another person for its use in direct marketing.

除非閣下書面同意或不反對，我們方可在直接促銷中使用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。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, information of services and products, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) properties or property developments offered by New World Development Company Limited or its subsidiaries or joint venture company(ies) set up by New World Development Company Limited or its subsidiaries ("JV Companies");
新世界發展有限公司或其附屬公司或由新世界發展有限公司或其附屬公司的合資公司（下稱「合資公司」）合資公司提供的物業或物業發展項目；
 - (2) services and products offered by us, New World Development Company Limited or its subsidiaries or JV Companies;
我們、新世界發展有限公司或其附屬公司或合資公司提供的服務及產品；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, New World Development Company Limited or its subsidiaries or JV Companies;
我們、新世界發展有限公司或其附屬公司或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益
 - (4) mortgage services and products relating to the Development from time to time offered; and
不時提供的有關發展項目的按揭服務及產品；及
 - (5) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;

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；

- (c) in return for money or other property, to provide the Data you provide to us described in (a) above to other members of the Group and the Banks for their use in direct marketing the classes of services and products described in (b) above.

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集團其他成員及銀行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。

If you do NOT wish us to use the Data you provide to us in direct marketing or provide such Data 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 the "How to Access or Correct Your Data or Contact Us" section below to opt out from direct marketing at any time.

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「索取或更改資料或聯絡我們」部分所列地址選擇不接受直接促銷。

G. How to Access or Correct Your Data or Contact Us 索取或更改資料或聯絡我們

You are entitled to access or correct any of your Data in our record. If you wish to obtain a copy of any of your Data or if you believe that your Data which we collect and maintain is inaccurate, please write to us at the address below.

閣下有權索取或更改我們擁有有關閣下的資料。如要索取資料副本，或如閣下認為我們蒐集及保存的資料並不準確，敬請致函下述地址。

A request for access to Data, correction of Data, or for information regarding policies and practices and kinds of Data held by NWREA may be sent to us at the following address:

如要索取或更改資料，或索取關於新世界地產代理的政策、常規及保存的資料類型等資訊，歡迎郵寄至以下地址：

New World Real Estate Agency Limited
3A/F., New World Tower 2, 18 Queen's Road Central, Hong Kong
香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓

In accordance with the terms of the Personal Data (Privacy) Ordinance (the "**Ordinance**"), we have the right to charge a reasonable fee for the processing of any data access request.

根據《個人資料（私隱）條例》（下稱「該條例」）的條文，我們有權就索取資料提出的要求收取合理費用。

This notice is in compliance with the Ordinance. It is written in the English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail. 本通知符合該條例的規定。本通知以英文撰寫，並可能翻譯成其他語言。如英文版本與翻譯版本有任何歧異，概以英文版本為準。

I have read and 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, NWREA 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 Data in Direct Marketing" section above.

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（“✓”），新世界地產代理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「在直接促銷中使用資料」部分。

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

☐ Please do NOT provide my personal data to other persons for their use in direct marketing. 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。

Signature(s) of Purchaser(s) 買方簽署: _____

Name(s) 姓名: _____

Date 日期: _____

Declaration in Relation to Intermediary
有關介紹人聲明

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道18A號柏傲山第6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)及地下住宅停車位3、4及13號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

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：

- 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 Premises. 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。
- 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。
- 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 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

Annex 3
附件 3

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。

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 regarding Stamp Duty
關於印花稅的確認書

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道18A號柏傲山第6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)及地下住宅停車位3、4及13號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the tender document (“**Tender Document**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之招標文件(「**招標文件**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018
《2018年印花稅(修訂)條例》之從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the “**Ordinance**”) has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《印花稅(修訂)條例2018》(「**2018 修訂條例**」)已於2018年1月19日刊憲，法例具有追溯效力至2016年11月5日。2018修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一15%(「**新稅率**」)，以致任何在2016年11月5日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

- On 11 April 2017, the Government announced the tightening up of the exemption arrangement for Hong Kong permanent residents (“**HKPR**”) under the New Rate. The new arrangement applies to any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property. If a HKPR acquires more than one residential property under a single instrument signed on or after 12 April 2017, the transaction concerned will no longer be exempted, and will be subject to the AVD at New Rate.

政府於2017年4月11日宣佈收緊新稅率下為香港永久性居民提供的豁免安排。新安排適用於任何在2017年4月12日或以後簽立以買賣或轉讓住宅物業的文書。若香港永久性居民買家在2017年4月12日或以後以一份文書購入多於一個住宅物業，則有關交易將不獲豁免，而須繳付以新稅率計算的從價印花稅。

Procedures to be followed by the Purchaser
買方應遵守的程序

- If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer’s stamp duty (“**BSD**”) shall be exempted:-
如買方聲稱應適用以第2標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。

(b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：

(i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and

在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及

(ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

4. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.

如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

5. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

6. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.

本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的從價印花稅。

7. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.

本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算從價印花稅（視情況而定），本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。

8. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

9. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道 18A 號柏傲山第 6 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)及地下住宅停車位 3、4 及 13 號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

The amount of the management fee that is payable for the specified residential property 須就指明住宅物業支付的管理費用的款額	HKD \$16,579 (per month 每月)
The amount of the Government rent (if any) that is payable for the specified residential property 須就指明住宅物業繳付的地稅(如有的話)的款額	Information not yet available. # 暫時沒有資料。#
The name of the owners' incorporation (if any) 業主立案法團(如有的話)的名稱	無 None
The name of the manager of the Development 發展項目的管理人的姓名或名稱	新世界物業管理有限公司 New World Property Management Company Limited
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 賣方自政府或管理處接獲的關於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	無 None
Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 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	無 None
Any pending claim affecting the specified residential property that is known to the Vendor 賣方所知的影響指明住宅物業的任何待決的申索	無 None
Date of Printing 印製日期	2 May 2019 2019 年 5 月 2 日

* 此表格未能準確列出《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(i)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；及／或(ii)直至本表格印刷之日，尚未有為本物業分攤地租。

The information required under section 1(b) of Schedule 8 to the Residential Properties (First-hand Sales) Ordinance cannot be set out accurately in this Form for the reason that (i) 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; and/or (ii) there has been no apportionment of Government rent for the Property as at the date of printing of this form.

Signed by the Purchaser(s) 買方簽署

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

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道 18A 號柏傲山第 6 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)及地下住宅停車位 3、4 及 13 號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登 記證號碼	
Date 日期	

- I/We, hereby acknowledge and confirm in writing the following :-
本人/吾等謹此承認並確認如下 :-
 - I/We understand that it is not reasonably practicable for the Property to be viewed by me/us;
本人/吾等明白開放該物業供本人/吾等參觀，並非合理地切實可行；
 - I/We understand that it is not reasonably practicable for any comparable residential property in the Development to be viewed by me/us; and
本人/吾等明白開放發展項目中與該物業相若的住宅物業供本人/吾等參觀，並非合理地切實可行；及
 - I/We agree in writing that the Vendor is not required to make such a comparable residential property available for viewing by me/us before the Property is sold to me/us.
本人/吾等以書面同意賣方無須在該物業售予本人/吾等之前開放與該物業相若的住宅物業供本人/吾等參觀。
- I/We confirm that the Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.
本人/吾等確認賣方已符合(或被視為已符合)《一手住宅物業銷售條例》第 2 部第 5 分部有關參觀已落成發展項目中的物業之要求。
- I/We confirm that this acknowledgement letter shall continue to have effect and subsist notwithstanding that the Tender Document and the Agreement for Sale and Purchase do not expressly incorporate the provisions herein mentioned.
本人/吾等確認儘管招標文件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。
- In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

New World CLUB 條款及細則

有關 New World CLUB 條款及細則之全文，請瀏覽網站 www.newworldclub.com.hk/tc/tnc.php。

《個人資料收集聲明》

New World CLUB 是由新世界尊尚客戶有限公司（下稱「NWLP」）營運及管理的尊尚會籍計劃。本聲明內容中「本公司」及「本會」即指 NWLP 及 New World CLUB。

新世界尊尚客戶有限公司隸屬於新世界集團（下稱「本集團」），當中包括新世界發展有限公司（「新世界發展」）、新世界物業管理有限公司、新世界中國地產有限公司、新世界百貨中國有限公司、K11 Concepts Limited、新世界集團慈善基金有限公司、K11 Art Foundation Limited、Ruby Global Company Limited 及其他子公司，其業務涵蓋房地產（銷售、租賃及投資）、零售、設施管理、基建、商場、百貨公司、珠寶首飾及奢侈品、酒店、餐飲、會議及展覽中心、體育及康樂設施、各方面的教育及慈善事業，如體育、康樂、藝術及文化活動、扶貧、促進教育、宗教推廣以及其他以促進社會公益為目的之範疇（以上統稱為「關聯公司」）。

為使本會得以核實閣下加入 New World CLUB 成為會員的資格，並向閣下提供服務，閣下填寫 New World CLUB 申請表格時，需要向本會提供所有指定的個人資料。如閣下選擇不提供指定的個人資料，本會可能未能處理閣下加入 New World CLUB 之申請及/或為閣下提供所需服務。

使用個人資料之目的

閣下於 New World CLUB 申請表格內提供予本公司之個人資料，包括但不限於姓名、聯繫方式、住址、出生日期、年齡層、新世界發展旗下物業資訊、Facebook 賬戶資訊、任何社交媒體帳戶資訊，將用作以下用途：

- New World CLUB 會籍的日常營運及管理，並為此與閣下直接聯繫；
- 核實閣下 New World CLUB 會員身份，並向閣下提供度身訂造之服務及會員優惠；
- 處理閣下作出的預訂、消費、訂單或請求；
- 有關客戶取向的研究及開發；
- 已預先取得閣下同意的直接促銷及交叉營銷（詳見下文）；傳送生日信息（如已提供出生日期）或事件提示信息；
- 資料及數據管理；
- 偵測、調查及/或預防任何違反本公司政策的活動或非法行為；
- 收回閣下欠下本公司或關聯公司的債務。

共同使用個人資料之第三方

就上述各項用途，本公司可能與不同的代理商、承建商、供應商及服務提供者如網絡技術供應商、營銷代理商及研究公司等合作，並共同使用閣下之個人資料。本公司亦可能與關聯公司共同使用閣下之個人資料作上述各項用途。如因任何國家的法律、法院、監管機構或政府機構的要求，本公司會根據實際需要披露閣下之個人資料。在任何有關本公司或關聯公司的業務轉讓、股權轉讓、合併或收購情況下，閣下之個人資料亦會作為交易的一部分轉交予買家，並以買家繼續在本聲明框架下提供同等程度的資料保障為前提。

閣下之個人資料可能在位於中國境外的伺服器及/或中國境外的關聯公司儲存。無論資料位於任何國家，本公司及關聯公司都將採取一切合理措施，以確保閣下之個人資料得以在安全的情況下儲存及處理。

直接促銷

在獲得閣下同意下，即閣下沒有於本表格末端部份剔上反對方格，本公司將會透過使用閣下之個人資料，包括姓名及聯繫方式，向您直接發放有關本公司的產品、服務、活動及慈善事業之特別優惠、新聞、資訊及推廣。

在獲得閣下同意下，即閣下沒有於本表格末端部份剔上反對方格，本公司亦會提供閣下之姓名及聯繫方式予關聯公司及營銷合作伙伴，用作向您直接發放有關他們的產品、服務、活動及慈善事業之特別優惠、新聞、資訊及推廣。本公司的「營銷合作伙伴」包括物業發展商、銀行、金融機構、私人會所、禮賓及客服營運商、零售商及網上商店（產品及服務包括但不限於時尚服飾、美容、保健及個人護理、奢侈品、家庭用品、食品、酒類、書籍及文具）、商場、百貨公司、鐘錶及珠寶（如周大福珠寶集團有限公司）、連鎖酒店、餐飲服務營運商、以及其他產品及/或服務營運商，業務領域涵蓋但不限於藝術及文化、畫廊及展覽、環保及自然、體育及康樂、旅遊及住宿、休閒及娛樂、交通及物流、電訊及科技、教育機構。

本公司、關聯公司及/或營銷合作伙伴可能推廣的產品、服務、活動及慈善事業如下：

- 由新世界發展及新世界集團提供的產品及服務，業務涵蓋房地產（銷售、租賃及投資）、零售、設施管理、基建、商場、百貨公司、珠寶首飾及奢侈品、酒店、餐飲、會議及展覽中心、體育及康樂設施、教育及慈善事業；
- 由銀行及金融機構提供的金融、銀行、保險及其他相關產品及服務；
- 私人會所會籍及其尊尚禮遇；
- 客戶服務專業諮詢，包括但不限於活動統籌、酒店及機票預訂；
- 零售商及網上商店的產品及服務，包括但不限於時尚服飾、美容、保健及個人護理、奢侈品、家庭用品、食品、酒類、書籍及文具；
- 商場及百貨公司的獎賞禮遇計劃及推廣活動；
- 本集團客戶及/或潛在客戶的獎賞禮遇計劃及推廣活動；
- 鐘錶、珠寶及首飾；
- 提供食物、酒類、飲品的餐飲服務；
- 旅遊及住宿服務，包括但不限於由旅行社提供的假期套票、景點門票；
- 交通及物流服務，包括但不限於航空及非航空運輸服務，如酒店接送、汽車租賃、巴士營運商、火車營運商及遊船營運商；
- 音樂會、畫廊、展覽、電影、舞台劇、體育賽事及其他文化活動之門票；
- 環保及自然為主題之活動；
- 電訊、互聯網及移動通信服務；
- 有關教育及/或個人發展之專業諮詢；
- 慈善事業，領域涵蓋體育、康樂、藝術及文化活動、扶貧、促進教育、宗教推廣以及其他以促進社會公益為目的之範疇。

如無閣下同意授權，本公司將無法運用您的個人資料作直接促銷之用。即使閣下已同意授權，您亦可以隨時免費地撤回有關本公司使用閣下個人資料作直接促銷的許可。閣下可電郵至 privacy@newworldclub.com.hk，或郵寄至香港中環皇后大道中 18 號新世界大廈 1 期 30 樓，聯絡本公司的個人資料私隱主任以撤回相關許可。

閣下之權益

閣下有權更正及查閱您已登記的個人資料。就相關更正及查閱，閣下可電郵至 privacy@newworldclub.com.hk，或郵寄至香港中環皇后大道中 18 號新世界大廈 1 期 30 樓，聯絡本公司的個人資料私隱主任。

私隱政策聲明

本公司採納新世界集團的私隱政策。閣下可登入此網址 <http://www.nwd.com.hk> 查閱新世界集團的私隱政策聲明，以了解更多本公司在私隱及個人資料保障方面的政策。

如本聲明的英文版本與中文版本有任何歧義，概以英文版本為準。

投標者簽署

日期：

Terms and Conditions of New World CLUB

For full version of Terms and Conditions of New World CLUB, please refer to www.newworldclub.com.hk/en/tnc.php.

Personal Information Collection Statement

New World CLUB is a loyalty programme operated by New World Loyalty Programme Limited ("NWLP"). "We" in this Personal Information Collection Statement refers to NWLP and New World CLUB.

New World Loyalty Programme Limited is part of the New World Group ("Group") which also includes New World Development Company Limited ("NWD"), New World Property Management Company Limited, New World China Land Limited, New World Department Store China Limited, K11 Concepts Limited, New World Group Charity Foundation Limited, K11 Art Foundation Limited, Ruby Global Company Limited and other companies from time to time whose activities include real estate (sale, leasing and investment), retail, facilities management, infrastructure, shopping malls, department stores, jewellery and luxury products, hotels, food and beverages, convention and exhibition centres, sports and recreational facilities, education and charitable pursuits including sports, recreation, art and cultural programmes, relief of poverty, advancement of education, advancement of religion and other purposes that are beneficial to the community (together referred to as "Affiliates").

In order to enable us to verify your eligibility to join New World CLUB and provide our services to you, you are required to provide all the requested personal data in the application form. If you do not provide the required personal data, then we may not be able to have your New World CLUB membership application processed and/or provide services to you.

Purposes for using personal data

The personal data provided in the New World CLUB application form, including but not limited to name, contact details, residential address, date of birth, age range, NWD Property Details, Facebook account information and any social media account information, will be used for the following purposes:

- For daily operation and administration of your New World CLUB membership, and to contact you in connection with your New World CLUB membership;
- To identify you as a New World CLUB member and to deliver bespoke services and membership benefits to you;
- To process bookings, purchases, orders or requests made by you;
- Research and development in relation to customer behaviour;
- Direct marketing and cross-marketing, subject to consent (see below);
- To send you birthday messages (if you have provided dates of birth) or event reminders;
- Information management and database administration;
- Detect, investigate and/or prevent activities that may violate our policies or may be illegal;
- Collection or recovery of any debt owed by you to us or our Affiliates.

Those with whom we share personal data

We may engage agents, contractors, suppliers and service providers in connection with the above purposes, e.g. IT providers, marketing agents and research companies, and may transfer to or share your personal data with them for such purposes. We may also share your personal data with our Affiliates for the above purposes. Where we are required by the law of any country or requested by any court, regulatory body or governmental body of any country, we may also disclose your personal data as required. In the event of any transfer of business, transfer of shares, amalgamation or purchase of our business or our Affiliates' businesses, your personal data may be transferred to the new entity as part of the transaction, provided that the new entity abides by this Personal Information Collection Statement and continues to exercise the same level of care, in respect of your personal data, as we would.

Your personal data may be stored in servers located outside China and/or shared with Affiliates located outside China. However, we will take all reasonable measures to ensure that your data is stored and processed securely, regardless of the country in which it is stored, and we ensure that our Affiliates do the same.

Direct marketing

Subject to your consent, by not checking the objection box at the end of this form, we may use your personal data, including your name and contact details, to send you special offers, news, information and marketing in relation to our products, services, events and charitable initiatives.

Subject to your consent, by not checking the objection box at the end of this form, we may also provide your name and contact details to our Affiliates and Marketing Partners so that they may send you special offers, news, information and marketing in relation to their products, services, events and charitable initiatives. Our "Marketing Partners" include property developers, banks, finance and investment institutions, private clubs, concierge and customer service provider, retail outlets and online businesses (products and services including but not limited to fashion and beauty, health and personal cares, luxury, home and living, food, wine and beverage, books and stationery), shopping malls, department stores, watches and jewellers (such as Chow Tai Fook Jewellery Group Limited), hotel chains, catering services providers, services and/ or products providers including but not limited to art and culture, gallery and exhibition, green and nature, sports and recreation, travel and accommodation, leisure and entertainment, transportation and logistics, telecommunication and information technology, education and institutions.

The types of products, services, events and charitable initiatives that we, our Affiliates and/or our Marketing Partners may market to you include the following:

- products and services offered by NWD and New World Group in relation to real property (sale, leasing and investment), retail, facilities management, infrastructure, shopping malls, department stores, jewelleries and luxury products, hotels, food and beverage, convention and exhibition centres, sports and recreational facilities, education and charitable pursuits;
- finance, banking, insurance and other related services and products by banks, finance and investment institutions;
- access and privileges at private clubs;
- professional consultation on customer services, including but not limited to event planning, hotels and tickets reservation;
- consumer products and services by retail outlets and/or online businesses, including but not limited to fashion and beauty, health and personal cares, luxury, home and living, food, wine and beverage, book and stationery;
- reward, loyalty, privileges programmes and promotions at shopping malls and department stores;
- reward, loyalty, privileges programmes and promotions for customers and/or potential customers of our Group;
- watches, jewelleries and accessories;
- catering services on food, wine and beverage;
- travel and accommodation services, including but not limited to holiday package products and services offered by travel agents, tickets to attractions;
- transportation and logistics service, including but not limited to air travel and non-air transportation services such as hotel transfers, car rentals, bus operators, train operators and cruise operators;
- tickets for concerts, galleries, exhibitions, films, theatricals, sporting, special and cultural events;
- green and nature activities;
- telecommunication, internet and mobile communication services;
- professional advice and/or consultation on education and/or personal enhancement;
- charitable initiatives which support areas including sports, recreation, art and cultural programmes relief of poverty, advancement of education, advancement of religion and other purposes that are beneficial to the community.

We cannot use or provide your personal data for direct marketing purposes unless you consent. Even if you give your consent, you can opt out of direct marketing at any time, free of charge, by emailing privacy@newworldclub.com.hk or writing to our Personal Data Privacy Officer at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong.

Your rights

To update your personal details or request access to your personal data, please contact our Personal Data Privacy Officer at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong or privacy@newworldclub.com.hk.

Privacy Policy Statement

We adopt the privacy policy of New World Group. You can find out more about our policy of personal data protection by accessing New World Group Privacy Policy Statement available at <http://www.nwd.com.hk>.

If there is any inconsistency or conflict between the English and Chinese version of this Statement, the English version shall prevail.

Signed by the Tenderer(s)

Date:

Confirmation regarding AVD Benefit
從價印花稅優惠確認書

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
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 6 and Carparking Spaces Nos.3, 4 and 13 on Ground Floor, The Pavilia Hill, 18A Tin Hau Temple Road, Hong Kong 香港天后廟道 18A 號柏傲山第 6 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)及地下住宅停車位 3、4 及 13 號
Purchaser(s) 買方	
H.K.I.D./ Passport/B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

The terms and conditions in this Confirmation are related to the Property.
於此確認書的條款及條件有關本物業。

1. It is hereby confirmed that all stamp duty, including ad valorem stamp duty, buyer's stamp duty and special stamp duty, payable or incurred on the Preliminary Agreement and/or the Agreement for Sale and Purchase ("**Agreement**") of the Property (collectively referred as the "**Chargeable Agreement(s)**") shall be paid by the Purchaser.
茲確認本物業之臨時合約及/或正式買賣合約("**正式合約**") (統稱 "**應稅協議**") 之應付或所招致的所有印花稅, 包括從價印花稅、買家印花稅及特別印花稅由買方支付。

2. (a) ☐ However, the Vendor will provide the Purchaser with ad valorem stamp duty benefit (the "**AVD Benefit**") in the amount equivalent to 4.25% of the purchase price of the Property subject to and in accordance with the terms and conditions in this Confirmation.
然而, 受制於本確認書的條款及條件, 賣方將向買方提供相等於該物業的樓價的 4.25% 的從價印花稅優惠 ("**從價印花稅優惠**") 。

- (b) ☐ The Purchaser does not require the AVD Benefit.
買方不需要從價印花稅優惠。

(Please tick the appropriate box for the benefit(s) to be chosen; and if no benefit is chosen, please leave blank the box under paragraph (a) above and tick the box under paragraph (b) above.)
(請於上述第(a)段所選擇的優惠相關方格填上剔號; 如不選擇任何優惠, 請將上述第(a)段的方格留空並於上述第(b)段方格填上剔號。)

3. The AVD Benefit will be provided to the Purchaser subject to the observance and compliance with the terms and conditions set out in this Confirmation and the Chargeable Agreement(s) by the Purchaser. In the event that the Purchaser fails to observe or comply with any of the terms or conditions in this Confirmation and/or the Chargeable Agreement(s), the Vendor shall be entitled to withdraw and/or ask for refund of the AVD Benefit or any part thereof without prejudice to the rights and remedies of the Vendor under the Chargeable Agreement(s) or otherwise.

在買方完全遵守及符合於本確認書及應稅協議所列的條款及條件的前提下, 從價印花稅優惠將提供予閣下。若買方未能遵守或符合本確認書及/或應稅協議內任何條款或條件, 賣方有權撤銷及/或要求退還從價印花稅優惠(或其任何部分), 且並不損害賣方於應稅協議或其他權利及補償。

4. Should the Vendor be required to pay any stamp duty or penalty, the Purchaser shall reimburse and indemnify the Vendor for the full amount of any payment or advance made by the Vendor together with interest thereon at the rate of 4% per annum over and above the Hong Kong Dollar prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time, calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount, and together with all legal costs, disbursements and fees incurred by the Vendor in recovering of all amounts of the stamp duty and/or penalty so paid by the Vendor on a full indemnity basis.

倘若賣方被要求繳付任何印花稅或罰款, 買方須向賣方全數償還及彌償所有賣方所代支或支付之任何金額連同按香港上海滙豐銀行有限公司不時報價的港元最優惠利率加年利率 4% 計算之利息, 利息計算由代支或支付日期起計, 直至買方償還為止, 買方並須完全彌償賣方由於催收所有印花稅及/或罰款而招致的所有法律費用、雜項費用及支出。

5. The Vendor hereby expressly reserves its rights to claim against the Purchaser for any damages and apply for refund of the paid buyer's stamp duty and/or paid ad valorem stamp duty (collectively, **"Refund"**) from the Inland Revenue Department if the Purchaser fails to complete the sale and purchase of the Property. In the event that the paid buyer's stamp duty and/or paid ad valorem stamp duty (or any part thereof) cease to be payable because of the cancellation or termination of the Chargeable Agreement(s) or for whatever reason, the Purchaser shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. The Purchaser hereby agrees that, irrespective of whether or not there is already any cancellation or termination of the Chargeable Agreement(s), the Purchaser shall, upon the request of Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit. Without prejudice to the generality of the foregoing, the Purchaser shall, at the time of signing the Agreement, also execute an irrevocable power of attorney in favour of the Vendor enabling the Vendor to apply for the Refund (in such form as prescribed by the Vendor without amendment) and submit to the Vendor's solicitors a signed but undated Application For Refund of Stamp Duty Under Section 29C(5B) of the Stamp Duty Ordinance (Cap. 117) (Form IRSD 125(E)). Nothing herein or in any documents as aforesaid shall prejudice the Vendor's other rights and remedies for any breach of the Chargeable Agreement(s) by the Purchaser.

假如買方不能完成本物業的交易，賣方保留向買方追討索償及向稅務局申請退回已繳付的買家印花稅及/或從價印花稅(統稱“退款”)之權利。若因應稅協議被取消或終止或任何原因而不再需要繳付已付之買家印花稅及/或從價印花稅(或其任何部份)，買方須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取回退款。買方特此同意，不論當時應稅協議是否已經被取消或終止，買方須因應賣方的要求簽署任何以容許賣方申請退款的任何表格及文件及/或授權賣方申請退款，及為該目的該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。在不影響前述的一般性原則下，買方在簽署正式合約時，亦須簽署一份向賣方授權的不可撤銷授權書(按賣方規定的格式而不得作出修訂)，以便賣方申請退款，並且向賣方律師行遞交一份已簽署但無註明日期的印花稅條例(第 117 章)第 29C(5B)條之下的印花稅退款申請書(表格 IRSD 125(E))。此段內容及所有前述文件的任何規定均不影響賣方就買方違反應稅協議的其他權利及補償。

6. Nothing herein shall entitle the Purchaser to make any deduction of the BSD Benefit and/or the AVD Benefit from the Purchase Price (or any part thereof) which the Purchaser is required to pay to the Vendor pursuant to the terms of the Chargeable Agreement(s).

於此確認書的任何規定均不賦權買方以買家印花稅優惠及/或從價印花稅優惠對售價(或其任何部分)作任何扣減，買方須按照應稅協議的條款向賣方支付售價。

7. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the BSD Benefit and/or AVD Benefit (or any part thereof) for whatever reason.

於任何情況下，無論因任何延遲或逾期繳付/發放買家印花稅優惠及/或從價印花稅優惠(或其任何部分)或因任何原因印花稅未有如期繳付，賣方均無須就任何罰款或損失負責。

8. The rights or benefits conferred on the Purchaser hereunder are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

於此確認書授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。

9. The terms and conditions herein are independent of the Chargeable Agreement(s) and nothing herein shall be deemed to supersede or vary any terms and/or conditions of the Chargeable Agreement(s). All the rights and remedies of the Vendor under the Chargeable Agreement(s) shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent from the Purchaser's purchase of the Property and the Chargeable Agreement(s) and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Chargeable Agreement(s), or the rights, duties or obligations of the parties to the Chargeable Agreement(s). For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Chargeable Agreement(s) and to complete the purchase of the Property in accordance with the provisions of the Chargeable Agreement(s). The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that the Purchaser may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

於此確認書的條款及條件獨立於應稅協議，其任何內容均不得視作取替或更改應稅協議的任何條款及/或條件。賣方所有應稅協議下之權利及補償均不受該確認書的條件及條款影響。於此確認書的條款及條件構成於此所載之各方之間訂立的協議，且獨立於買方購買本物業及應稅協議，於此確認書的任何內容或任何一方如未能遵守或履行其於此確認書之任何責任，則應稅協議的運作、有效性或可強制執行性或應稅協議之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於此確認書之責任，買方仍須遵守及履行應稅協議的所有條款及條件及按應稅協議的條款完成購買本物業。於此確認書的條款及條件不排除或豁免買方在未能完成買賣時需負之責任。買方所有按或就此確認書條款及條件提出的或與此確認書條款及條件有關連的申索，只限於為了取得損害賠償的申索。

Annex 8
附件 8

10. In case of any dispute in relation to any terms and conditions of this confirmation, the Vendor shall have the right of final decision.
與此確認書任何條款有關的任何爭議，概由賣方享有最終決定權。
11. The Chinese translation of this Confirmation is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文本有異，概以英文本為準。

Signed by the Purchaser(s) 買方簽署

贈品、財務優惠或利益的列表**List of gifts, financial advantage or benefits**

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。

Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property. The Vendor's agreement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Agreement is/are terminated or cancelled for whatever reason.

2. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。

According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.

3. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

4. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。

The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time.

5. 賣方的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

A. 從價印花稅優惠(如買方選擇)

AVD Benefit (if chosen by the Purchaser)

1. The Vendor will provide the Purchaser with ad valorem stamp duty benefit (the “**AVD Benefit**”) in the amount equivalent to 4.25% of the purchase price of the Property.
賣方將向買方提供相等於該物業的樓價的 4.25% 的從價印花稅優惠(“**從價印花稅優惠**”)。
2. AVD Benefit is subject to other terms and conditions.
從價印花稅優惠受其他條款及細則約束。

[贈品、財務優惠或利益的列表完]
[End of List of gifts, financial advantages or benefit]