

L • HARBOUR 18 (利 • 港灣 18)

TENDER DOCUMENT NO.1

TENDER ARE INVITED FOR THE PURCHASE OF
EITHER OR BOTH OF
THE FOLLOWING PROPERTIES :-

(1) Flat B on the 29th Floor; and

(2) Flat A on the 30th Floor

of L • Harbour 18 (利 • 港灣 18), No.18 Chi Kiang Street, Kowloon

Any person who would like to submit a tender **must** do so by submitting the tender during the Tender Period (as defined in Part 1: Tender Notice of this Tender Document) to the tender box placed at the sales office of L • Harbour 18 (Shop A, Ground Floor, L • Harbour 18, No. 18 Chi Kiang Street, Kowloon, Hong Kong). The tender **must** be enclosed in a plain envelop **addressed to the Vendor** and marked “**Tender for L • Harbour 18**”.

Vendor:

BEST FORTUNE INVESTMENT LIMITED

10th Floor, Tower 1, Enterprise Square, No.9 Sheung Yuet Road,
Kowloon Bay, Kowloon, Hong Kong

Vendor's solicitors:

T.H. KOO & ASSOCIATES

Room A2, 15th Floor, United Centre, No. 95 Queensway, Hong Kong

利·港灣 18 (L·HARBOUR 18)

招標文件第 1 號

現招標承投購買
其中一個或全部
於以下列出的物業 :-

九龍浙江街 18 號利·港灣 18 (L·HARBOUR 18)

- (1) 29 樓 B 室; 及
- (2) 30 樓 A 室

任何人有意投標，必須於招標期間(定義見本招標文件第 1 部份：招標公告)將投標書放入位於利·港灣 18 售樓處(香港九龍浙江街 18 號利·港灣 18 地下 A 舖)的投標箱內。投標書必須放入白信封內，並於信封面上書明由賣方收啟及註明“利·港灣 18 投標書”。

賣方：**BEST FORTUNE INVESTMENT LIMITED**
香港九龍九龍灣常悅道 9 號企業廣場 1 期 10 樓

賣方律師：**顧增海律師行**
香港金鐘道 95 號統一中心 15 樓 A2 室

PART 1:TENDER NOTICE

1. Procedures of Tender

- 1.1 The vendor (BEST FORTUNE INVESTMENT LIMITED) (“**the Vendor**”) invites tenders for the purchase of either or both of (i) **Flat B on the 29th Floor** of L • Harbour 18 (利 • 港灣 18), No.18 Chi Kiang Street, Kowloon (“**Flat 29B**”) and (ii) **Flat A on the 30th Floor** of L • Harbour 18 (利 • 港灣 18), No.18 Chi Kiang Street, Kowloon (“**Flat 30A**”) on the terms and conditions contained in this Tender Document.
- 1.2 The Vendor is not bound to consider all the tenders submitted or to be submitted and the Vendor shall have the right to, at any time before the tender closing date (“**Tender Closing Date**”) and time for Flat 29B and Flat 30A (collectively “**Tender Closing Time**”) as set out in the relevant Information on Sales Arrangements issued by the Vendor for the sale of Flat 29B and Flat 30A by way of tender (as may be revised by the Vendor from time to time) (“**the Sales Arrangements**”), accept any tender submitted. Any person intending to submit a tender shall before submitting a tender make enquiry with the Vendor whether Flat 29B and Flat 30A are still available for purchasing.
- 1.3 The Vendor shall have the right to accept or reject any tender at its sole discretion and is not bound to accept the highest or any tender.
- 1.4 The Vendor reserves the right, at any time before acceptance of a tender and without notice, to withdraw either or both of Flat 29B and Flat 30A from sale and/or to sell or dispose either or both of Flat 29B and Flat 30A to any person by any method (including without limitation private treaty, tender and auction).
- 1.5 The Vendor reserves the right to adjust without notice from time to time the date and time during which a tender may be submitted including but not limited to the Tender Closing Time. Any such adjustment will be posted at the sales office of L • Harbour 18 (Shop A, Ground Floor, L • Harbour 18, No. 18 Chi Kiang Street, Kowloon, Hong Kong) (“**Sales Office**”). The Vendor is not obliged to separately notify any person including but not limited to person(s) who is(are) specified in the Schedule to the Offer Form as the tenderer (“**the Tenderers**”) of any such adjustment. In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect between 3:00 p.m. to 5:00 p.m. on the Tender Closing Date, the Tender Closing Time will be extended to 5:00 p.m. the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced or is still in effect between 3:00 p.m. to 5:00 p.m. on that day.
- 1.6 If the Tenderer has indicated on the Schedule to the Offer Form to purchase both Flat 29B and Flat 30A, the Tenderer must fill in **ONE** lump sum tender price for both Flat 29B and Flat 30A in the Schedule to the Offer Form and the tender is deemed to be submitted on the basis that (if the tender is accepted) the Vendor will accept the tender for the purchase of **BOTH** Flat 29B and Flat 30A together but not either one of Flat 29B and Flat 30A.
- 1.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly signed and completed. Please sign and complete either the English version of the Offer Form **OR** the Chinese translation of the Offer Form;
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s)

One or more cashier order(s) issued by a licensed bank in the total sum equivalent to **5%** of the tendered price as specified in the Schedule to the Offer Form (“**the Tender**”

Price”) for the tendered property as specified in the Schedule to the Offer Form (**“the Tendered Property”**) made payable to **“T.H. KOO & ASSOCIATES”**.

(ii) Tenderer’s identification document

If the Tenderer is/are natural person(s), a copy of the HKID Card or (for non-Hong Kong resident) Passport of each individual of the Tenderer.

If the Tenderer is a company, copies of the Certificate of Incorporation, the Business Registration Certificate and the latest register of directors and annual return (if any) of the Tenderer and a copy of the HKID Card or (for non-Hong Kong resident) Passport of each of the directors of the Tenderer.

(iii) Intermediary’s licence (if applicable)

A copy of licence of the intermediary appointed by the Tenderer.

(c) enclosed in a plain envelope **addressed to the Vendor** and clearly marked **“Tender for L • Harbour 18”**; and

(d) placed in the tender box placed at the Sales Office during the period (**“the Tender Period”**) between the tender commencement date and time for Flat 29B and Flat 30A as set out in the Sales Arrangements (**“Tender Commencement Time”**) and Tender Closing Time and during the time that a tender may be submitted as set out in the Sales Arrangement (subject to the adjustment by the Vendor from time to time).

1.8 All cashier order(s) submitted 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) submitted therewith will be treated as the preliminary deposit paid by successful Tenderer (**“the Purchaser”**) in accordance with the Conditions of Sale (Part 2 of the Tender Document) and applied in part payment of the purchase price (i.e. the Tender Price if the relevant tender is accepted by the Vendor) (**“the Purchase Price”**). All other cashier order(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the acceptance period (being the period between the Tender Commencement Time and the date which is the fourteenth (14th) working day after the Tender Closing Time (both dates inclusive)) (**“the Acceptance Period”**) to the unsuccessful Tenderers at the Hong Kong correspondence address stated in the Offer Form.

1.9 The Tenderer must sign the Offer Form and any other required documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and his/her telephone number and facsimile number (if any) in the Offer Form.

1.10 (i) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (ii) 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.

(ii) In consideration of the provision and undertaking referred to in sub-paragraph (i) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from the Tenderer prior to the submission of the Tenderer’s tender.

1.11 The Vendor’s solicitors (Messrs. T.H. Koo & Associates) do not act for any Tenderer in the process of this tender.

2. Acceptance of Tender

- 2.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 2.2 The Purchaser will be notified of the acceptance of his/her/its tender by a letter (“**the Letter of Acceptance**”) personally delivered to him/her/it at and/or posted to the Hong Kong correspondence address stated in his/her/its Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received (i) when delivered personally, on the date of delivery and (ii) when sent by post, on the second working day after the day of posting.
- 2.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the formal agreement for sale and purchase (“**the Agreement**”) of the property (i.e. the Tendered Property if the relevant tender is accepted by the Vendor) (“**the Property**”) in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. Tenderers may request the Vendor to provide a copy of the standard form of the Agreement prior to the submission of his/her/its tender. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and deemed to be fully aware of the contents of the standard form of the Agreement and the Purchaser shall accept the same without alterations or amendments. Where the Property consists of both Flat 29B and Flat 30A, (i) the Purchaser will sign only one (1) Agreement covering both Flat 29B and Flat 30A; and (ii) the Vendor will not and has no obligation to apportion the Purchase Price for each of Flat 29B and Flat 30A.
- 2.4 The Vendor’s solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her.
- 2.5 In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf, the relevant power of attorney shall be approved by the Vendor in advance.

3. Other Matters

- 3.1 The Vendor will only answer questions of a general nature concerning Flat 29B and Flat 30A and will not provide any advice (whether legal advice or otherwise) in respect of this Tender Document or statutory provisions affecting Flat 29B and/or Flat 30A. All enquiries should be directed to the Vendor of 10th Floor, Tower 1, Enterprise Square, No.9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.
- 3.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by any person 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.
- 3.3 Without prejudice and in addition to the rights of the Vendor to accept or reject any tender at its absolute discretion, the Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submits 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, amendments and/or additions of any kind to the Tender Document shall be treated as non-conforming tenders.
- 3.4 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. 招標程序

- 1.1 賣方(BEST FORTUNE INVESTMENT LIMITED)(“賣方”)現按照載於本招標文件的條款及細則招標承投購買九龍浙江街 18 號利·港灣 18 (L·HARBOUR 18) 29 樓 B 室(“單位 29B”)及九龍浙江街 18 號利·港灣 18 (L·HARBOUR 18) 30 樓 A 室(“單位 30A”)其中一個單位或全部兩個單位。
- 1.2 賣方沒有責任考慮所有已遞交或將遞交之投標書。賣方有權在賣方發出之關於以招標形式出售單位 29B 及單位 30A 的銷售安排(可由賣方不時修改)(“銷售安排”)中列出關於單位 29B 及單位 30A 的招標截止日期(“招標截止日期”)及時間(合稱“招標截止時間”)之前的任何時間接受任何已遞交之投標書。任何有意遞交投標書的人應於遞交投標書之前向賣方查詢單位 29B 及單位 30A 是否仍可供購買。
- 1.3 賣方有絕對酌情權決定接納或拒絕任何投標書。賣方沒有責任接納出價最高的投標書或任何一份投標書。
- 1.4 賣方保留權利在接受任何投標書之前的任何時間及在不作出通知的情況下，撤回單位 29B 及單位 30A 其中一個單位或全部兩個單位不予出售，及/或將單位 29B 及單位 30A 其中一個單位或全部兩個單位以任何方法(包括但不限於私人協約、投標及拍賣)出售或處置。
- 1.5 賣方保留權利在不作出通知的情況下不時更改可遞交投標書的日期及時間，包括但不限於招標截止時間。任何前述更改的通知會張貼於利·港灣 18 的售樓處(香港九龍浙江街 18 號利·港灣 18 地下 A 舖)(“售樓處”)。賣方無責任就前述更改另行通知任何人，包括但不限於要約表格(招標文件的第 3 部分)的附表中訂明為投標者的人士(“投標者”)。若在招標截止日期下午 3 時至 5 時期間發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，招標截止時間將延至下一日的下午 5 時 (而當天下午 3 時至 5 時期間亦沒有黑色暴雨警告或八號或以上颱風信號發出)。
- 1.6 如果投標者在要約表格的附表中表示購買單位 29B 及單位 30A 全部兩個單位，投標者必須在要約表格的附表中為單位 29B 及單位 30A 全部兩個單位填寫一個投標價，而投標書會被視為基於賣方將會接納一併購買單位 29B 及單位 30A 全部兩個單位 (如投標書被接納)而遞交。
- 1.7 投標書必須：
 - (a) 採用本招標文件之格式，並妥為簽署及填寫要約表格。請簽署及填寫要約表格的英文文本或要約表格的中文譯本；
 - (b) 連同以下文件：
 - (i) 銀行本票

由持牌銀行所發出一張或多張銀行本票，總金額等於要約表格的附表中訂明的投標物業(“投標物業”)的價格(“投標價”)的 5%，本票抬頭為“顧增海律師行”。
 - (ii) 投標者的身份證明文件

如投標者是自然人，組成投標者的每個人的香港身份證或(如非香港居民)護照的複印本。

如投標者為公司，投標者的公司註冊證明書、商業登記證及最近期的董事登記冊

及周年申報表(如有)的複印本，以及投標者各董事的香港身份證或(如非香港居民)護照的複印本。

(iii) 中介人的牌照(如適用)

投標者委聘的中介人的牌照複印本。

- (c) 放入白信封內，並於信封面上書明由賣方收啓及註明“**利・港灣 18 投標書**”；及
- (d) 於招標期間(“**招標期間**”)(即由載於銷售安排關於單位 29B 及單位 30A 的招標開始日期及時間(合稱“**招標開始時間**”)至招標截止時間)，及於銷售安排指明可遞交投標書的時間內(該等日期時間可由賣方不時修改)，放入位於售樓處的投標箱內。

1.8 所有銀行本票會由賣方保留並且不會被賣方兌現，直至賣方就已遞交的投標書作出決定為止。如某份投標書獲接納，隨投標書附上的銀行本票將視作為買方(即其投標書獲接納的投標者)(“**買方**”)按出售條款(招標文件的第 2 部分)支付的臨時訂金，並作為支付樓價(即獲得賣方接納的相關投標書的投標價)(“**樓價**”)的部份款項。所有其他銀行本票將於承約期(即由招標開始時間至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間)(“**承約期**”)屆滿後起計 14 日內，以專人派遞及/或郵寄到要約表格指明的香港通訊地址予落選投標者。

1.9 投標者須親身簽署要約表格及其他所需文件(如投標者為公司，則須由其董事簽署)，並視作為主事人。如投標者為公司，投標者須於要約表格中清楚列明(除其他資料外)其聯絡人的姓名及其電話號碼及傳真號碼(如有)。

1.10 (i) 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，可由賣方在承約期隨時接納投標。

(ii) 作為上文(i)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。

1.11 賣方律師(顧增海律師行)在本招標過程中不代表任何投標者。

2. 接納投標

2.1 投標書如獲接納，中標者即成為該投標物業之買方。

2.2 買方會在承約期屆滿時或之前獲信函(“**中標函**”)通知其投標書已被接納，中標函會以專人派遞及/或郵寄至要約表格指明的香港通訊地址。中標函(i)如以專人派遞，會被視為於派遞當日由買方妥為收取；(ii) 如以郵寄，會被視為於投寄後的第 2 個工作日由買方妥為收取。

2.3 在中標函日期後的 5 個工作日內，買方須簽署由賣方律師就該物業(即獲得賣方接納的相關投標書的投標物業)(“**本物業**”)的買賣擬備的標準格式的正式合約(“**正式合約**”)，並且不能對其作出任何改動或修訂。投標者可於遞交其投標書前，向賣方要求索取該標準格式的正式合約。為免疑問，買方將被視為已經審閱該標準格式的正式合約及完全清楚該標準格式的正式合約的內容，及買方將接受該標準格式的正式合約並不得作改動或修訂。如本物業由單位 29B 及單位 30A 組成，(i) 買方只會簽署一份正式合約，該正式合約會包括單位 29B 及單位 30A，及(ii)賣方不會亦無責任為單位 29B 及單位 30A 的樓價進行分攤。

2.4 賣方律師將不會於本物業的買賣中代表買方，買方須另聘律師作為其代表。

2.5 如買方有意以其授權人代表其簽署正式合約，相關授權書須由賣方事先批准。

3. 其他事宜

- 3.1 賣方只會回答關於單位 29B 及單位 30A 的一般性質的問題，而不會就本招標文件或關於單位 29B 及/或單位 30A 的法例條文提供任何意見(不論法律意見或其他意見)。任何查詢應聯絡賣方，其地址為香港九龍九龍灣常悅道 9 號企業廣場 1 期 10 樓。
- 3.2 賣方任何人員或代理對任何人的查詢所作出的任何陳述(不論口頭或書面)及所採取的任何行動，均只供指引及參考之用。任何該等陳述不得成為或視作構成本招標文件或正式合約的一部份。該等陳述或行動並不亦不能視作為闡述、更改、否定、豁免或以任何方式修改本招標文件或正式合約所列出的任何條款或條件。
- 3.3 在不影響賣方決定接納或拒絕任何投標書的絕對酌情權及作為額外的權力，賣方保留其絕對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為簽署的文件的投標者的資格取消。載有對本招標文件有任何種類的改動、修改及／或增加的已遞交的投標書，將被視為不符合規定的投標書。
- 3.4 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 (Part 1 of the Tender Document) shall have the same meaning when used herein unless otherwise defined below and “**this Preliminary Agreement**” means the agreement made hereunder by virtue of the submission of the tender 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. For the purpose of this Conditions of Sale and the the Residential Properties (First-hand Sales) Ordinance (Cap.621), the Vendor and the Purchaser is deemed to have signed and entered into this Preliminary Agreement on the date of the Letter of Acceptance.
3. In this Preliminary Agreement :-
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (“**that Ordinance**”);
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 16(a)(i) and 16(b)(i) is calculated in accordance with section 8(3) of that Ordinance;
 - (d) the area of an item under clause 16(a)(ii) and 16(b)(ii) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance;
 - (e) “business day” means a day:-
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong Special Administrative Region; and
 - (f) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day.
4. The purchase price of the Property is the Purchase Price, which shall be paid by the Purchaser to the Vendor in the manner as follows:-
 - (a) preliminary deposit which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (i.e. on the date of the Letter of Acceptance by which the tender is accepted by the Vendor);
 - (b) further deposit which is equal to 5% of the Purchase Price shall be paid within 14 days after the date of the Letter of Acceptance; and
 - (c) the balance of purchase price which is equal to 90% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance.
5. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
6. (a) It is intended that this Preliminary Agreement is to be superseded by an Agreement to be executed:-

(i) by the Purchaser on or before a date which is the fifth working day after the date on which this Preliminary Agreement is signed (i.e. a date which is the fifth working day after the date of the Letter of Acceptance);

(ii) by the Vendor on or before a date which is the eighth working day after the date on which this Preliminary Agreement is signed (i.e. a date which is the eighth working day after the date of the Letter of Acceptance).

(b) The sale and purchase of the Property shall be completed at the office of the Vendor's Solicitors during office hours of a business day on or before a date which is 90 days after the date of the Letter of Acceptance.

7. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
9. All other stamp duty (including without limitation any buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement, the Agreement and the Assignment shall be solely borne and paid by the Purchaser.
10. All registration fees payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
11. The professional fees for the plan(s) to be annexed to the Agreement and the Assignment shall be borne by the Purchaser.
12. The costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser.
13. Before the Purchaser is entitled to possession of the Property the Purchaser shall reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the L • Harbour 18 (利 • 港灣 18), No.18 Chi Kiang Street, Kowloon ("**the Development**") and pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the relevant Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.
14. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
15. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary is signed (i.e. 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.
16. The measurements of the Property are set out as follows:-
 - (a) Insofar as Flat 29B is concerned (if applicable):-
 - (i) the saleable area of Flat 29B is 49.705 square metres/ 535 square feet of which —

2.000 square metres/ 22 square feet is the floor area of the balcony;
1.500 square metres/ 16 square feet is the floor area of the utility platform;
-- square metres/ -- square feet is the floor area of the verandah; and

(ii) other measurements are —

the area of the air-conditioning plant room is -- square metres/ -- square feet;
the area of the bay window is 2.875 square metres/ 31 square feet;
the area of the cockloft is -- square metres/ -- square feet;
the area of the flat roof is -- square metres/ -- square feet;
the area of the garden is -- square metres/ -- square feet;
the area of the parking space is -- square metres/ -- square feet;
the area of the roof is -- square metres/ -- square feet;
the area of the stairhood is -- square metres/ -- square feet;
the area of the terrace is -- square metres/ -- square feet;
the area of the yard is -- square metres/ -- square feet;

(b) Insofar as Flat 30A is concerned (if applicable):-

(i) the saleable area of Flat 30A is 73.111 square metres/ 787 square feet of which —
-- square metres/ -- square feet is the floor area of the balcony;
-- square metres/ -- square feet is the floor area of the utility platform;
-- square metres/ -- square feet is the floor area of the verandah; and

(ii) other measurements are —

the area of the air-conditioning plant room is -- square metres/ -- square feet;
the area of the bay window is 6.253 square metres/ 67 square feet;
the area of the cockloft is -- square metres/ -- square feet;
the area of the flat roof is 28.333 square metres/ 305 square feet;
the area of the garden is -- square metres/ -- square feet;
the area of the parking space is -- square metres/ -- square feet;
the area of the roof is -- square metres/ -- square feet;
the area of the stairhood is -- square metres/ -- square feet;
the area of the terrace is -- square metres/ -- square feet;
the area of the yard is -- square metres/ -- square feet;

17. The sale and purchase of the Property includes the fittings, finishes and appliances as follows —

As set out in Schedule 1 to this Conditions of Sale.

18. 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.

19. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 20 and fully understands its contents.

20. For the purposes of clause 19, 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。

21. The Purchaser **shall** instruct his/her/its own solicitors to act for him/her/it in respect of the purchase of the Property. Each of the Vendor and Purchaser shall pay his/her/its own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
22. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
23. For the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap. 623), this Preliminary Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. Notwithstanding any term of this Preliminary Agreement, the consent of any third party is not required for any variation or termination of this Preliminary Agreement.
24. If any date stipulated for payment in this Preliminary Agreement or the day on which completion of the sale and purchase is to take place as provided in this Preliminary Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.

第 2 部分：出售條款

1. 於本出售條款，除非本出售條款另有定義，於招標公告內所定義的字眼於本出售條款使用時具有相同意思。另外，“**本臨時合約**”指買方根據招標文件遞交的投標書，以及賣方根據招標文件的中標函而訂立的合約。
2. 招標文件連同中標函構成賣方與買方就買賣本物業的有約束力協議。賣方須以樓價並按本臨時合約所載條款及條件出售本物業，而買方須以樓價並按本臨時合約所載條款及條件購買本物業。就本出售條款及《一手住宅物業銷售條例》(第 621 章)而言，買方及賣方會被視為於中標函日期當日簽署及訂立本臨時合約。
3. 於本臨時合約 :-
 - (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) 第 16(a)(i)及(b)(i)條所指的項目的樓面面積，按照該條例第 8(3)條計算；
 - (d) 第 16(a)(ii)及(b)(ii)條所指的項目的面積，按照該條例附表 2 第 2 部計算；
 - (e) “辦公日”指符合以下說明的日子：—
 - (i) 不屬於星期六、星期日或公眾假期；及
 - (ii) 銀行在該日於香港特別行政區開放營業；及
 - (f) “辦公時間”指由上午 10 時起至同日下午 4 時 30 分為止的期間。
4. 本物業的售價為樓價，並須由買方按以下方式付予賣方：—
 - (a) 等於樓價的 5%的臨時訂金，須於簽署本臨時合約時支付(即於用作接納投標書的中標函日期當日)；
 - (b) 等於樓價的 5%的進一步訂金，須於中標函日期後的 14 日內支付；及
 - (c) 等於樓價的 90%的樓價餘款，須於中標函日期後的 90 日內支付。
5. 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。
6. (a) 按訂約雙方的意向，本臨時合約將會由一份正式合約取代，正式合約須：—
 - (i) 由買方於本臨時合約的簽署日期之後的第五個工作日(即中標函日期後的第五個工作日)或之前簽立；及
 - (ii) 由賣方於本臨時合約的簽署日期之後的第八個工作日(即中標函日期後的第八個工作日)或之前簽立。
 - (b) 本物業的買賣須於中標函日期後的 90 日或之前，於辦公日的辦公時間內，在賣方律師的辦事處完成。

7. 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。
8. 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。
9. 有關本臨時合約及/或正式合約及/或轉讓契之所有其他印花稅(包括但不限於根據香港法例第117章《印花稅條例》可予徵收的買家印花稅及附加印花稅)，一概由買方負責支付。
10. 有關本臨時合約、正式合約及轉讓契的註冊費，均由買方承擔。
11. 附於正式合約及轉讓契的圖則的圖則費，均由買方承擔。
12. 有關業權之契約之認證副本包括該認證副本的圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。
13. 買方有權取得本物業的管有權之前，買方必須向賣方償付賣方就九龍浙江街18號利·港灣18 (L·HARBOUR 18) (“發展項目”) 公用地方或公用部分的水電煤按金的適當部分，及向賣方或發展項目的管理人支付所有根據相關大廈公契應支付的按金及預付款項及就清理買方或其代理人或承建商留下的泥頭的按金。
14. 買方律師就關於正式合約及轉讓契的處理、成交、打釐印及註冊所涉及的所有律師費用及雜項費用，均由買方負責支付。
15. 如買方沒有在本臨時合約的簽署日期之後的5個工作日內(即中標函日期後的第五個工作日內) 簽立正式合約：—
 - (a) 本臨時合約即告終止；
 - (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。
16. 本物業的量度尺寸如下：—
 - (a) 就單位29B而言(如適用)：—
 - (i) 單位29B的實用面積為49.705平方米／535平方呎，其中：—
 - 2.000平方米／22平方呎為露台的樓面面積；
 - 1.500平方米／16平方呎為工作平台的樓面面積；
 - 平方米／ -- 平方呎為陽台的樓面面積；及
 - (ii) 其他量度尺寸為：—
 - 空調機房的面積為 -- 平方米／ -- 平方呎；
 - 窗台的面積為2.875平方米／31平方呎；
 - 閣樓的面積為 -- 平方米／ -- 平方呎；
 - 平台的面積為 -- 平方米／ -- 平方呎；
 - 花園的面積為 -- 平方米／ -- 平方呎；
 - 停車位的面積為 -- 平方米／ -- 平方呎；
 - 天台的面積為 -- 平方米／ -- 平方呎；
 - 梯屋的面積為 -- 平方米／ -- 平方呎；
 - 前庭的面積為 -- 平方米／ -- 平方呎；
 - 庭院的面積為 -- 平方米／ -- 平方呎；

(b) 就單位 30A 而言(如適用)：—

(i) 單位 30A 的實用面積為 73.111 平方米／787 平方呎，其中：—

- 平方米／-- 平方呎為露台的樓面面積；
- 平方米／-- 平方呎為工作平台的樓面面積；
- 平方米／ -- 平方呎為陽台的樓面面積；及

(ii) 其他量度尺寸為：—

- 空調機房的面積為 -- 平方米／ -- 平方呎；
- 窗台的面積為 6.253 平方米／67 平方呎；
- 閣樓的面積為 -- 平方米／ -- 平方呎；
- 平台的面積為 28.333 平方米／ 305 平方呎；
- 花園的面積為 -- 平方米／ -- 平方呎；
- 停車位的面積為 -- 平方米／ -- 平方呎；
- 天台的面積為 -- 平方米／ -- 平方呎；
- 梯屋的面積為 -- 平方米／ -- 平方呎；
- 前庭的面積為 -- 平方米／ -- 平方呎；
- 庭院的面積為 -- 平方米／ -- 平方呎；

17. 本物業買賣所包括的裝置、裝修物料及設備如下：—

見本臨時合約的附錄 1

18. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

19. 買方已確認收到第 20 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。

20. 就第 19 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.

- (c) 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.

21. 買方須另聘律師代表其買入本物業。買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
22. 於正式合約訂立前，如買方或代表買方的人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署及註冊一份備忘錄，以由土地註冊處的登記冊或紀錄撤銷或取消本臨時合約的註冊。
23. 就《合約（第三者權利）條例》（香港法例第 623 章）而言，本臨時合約並不賦予或亦非意圖賦予其他任何不屬於本臨時合約一方的任何人士強制執行本臨時合約的任何條款的權力。不論本臨時合約條款如何，修改或終止本臨時合約並不須要任何第三者的同意。
24. 如任何本臨時合約指定的付款日期或按本臨時合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。

SCHEDULE 1 TO THE CONDITIONS OF SALE

出售條款附件 1

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Flat 29B (if applicable)

單位 29B (如適用)

內牆牆身：客廳、飯廳、睡房 – 見光處批盪後再髹乳膠漆。

Internal walls : Living room, dining room, bedroom – Plastered and painted with emulsion paint to exposed surfaces.

內部地板：客廳、飯廳、睡房 – 見光處地台鋪砌木地板及木腳線，天然石連接至露台趟門。

Internal floor : Living room, dining room, bedroom – Timber flooring and timber skirting to exposed surfaces.
Natural stone tile border adjoining sliding door of balcony.

大門：選用實心木面配門鎖及防盜眼。

Entrance Door : Solid-core veneered wooden door with eye viewer and door lock.

浴室：

搪瓷面盆配人造石檯面

牆身：鋪砌人造石至假天花見光處。

天花：裝設鋁板假天花。

地台：見光處鋪砌人造石。

Bathroom :

Vitreous china water closet. Vitreous china wash basin with artificial stone countertop.

Wall : Artificial granite tile to exposed surface up to false ceiling level.

Ceiling : Aluminum false ceiling to exposed surface.

Floor : Artificial granite tile to exposed surface.

廚房：

牆身：鋪砌瓷磚至假天花、不銹鋼板於灶台及吊櫃底之間見光處。

天花：裝設鋁板假天花。

地台：見光處鋪砌過底磚。

灶台的裝修物料為人造石。

Kitchen :

Wall : Ceramic tiles to exposed surface up to false ceiling level. Stainless steel panels to exposed surface between cooking bench and cabinets.

Ceiling : Aluminium false ceiling to exposed surface.

Floor : Homogeneous tiles to exposed surface.

Cooking bench finished with artificial stone.

設備：抽油煙機、嵌入式雙頭煤氣煮食爐、微波爐、雙門雪櫃、二合一洗衣乾衣機、分體式冷氣機、煤氣熱水爐、抽氣扇。

Appliances : Exhaust hood, Built-in gas cooker-hob, Microwave oven, Double door refrigerator, 2-in-1 Washer/Dryer, Split type air-conditioner(s), Gas water heater, Exhaust fan.

Flat 30A (if applicable)

單位 30A (如適用)

內牆牆身：客廳、飯廳、睡房 – 見光處批盪後再髹乳膠漆。

Internal walls : Living room, dining room, bedroom – Plastered and painted with emulsion paint to exposed surfaces.

內部地板：客廳、飯廳、睡房 – 見光處地台鋪砌木地板及木腳線，天然石連接至露台趟門。

Internal floor : Living room, dining room, bedroom – Timber flooring and timber skirting to exposed surfaces.
Natural stone tile border adjoining sliding door of balcony.

大門：選用實心木面配門鎖及防盜眼。

Entrance Door : Solid-core veneered wooden door with eye viewer and door lock.

浴室：

搪瓷面盆配人造石檯面

牆身：鋪砌人造石至假天花見光處。

天花：裝設鋁板假天花。

地台：見光處鋪砌人造石。

Bathroom :

Vitreous china water closet. Vitreous china wash basin with artificial stone countertop.

Wall : Artificial granite tile to exposed surface up to false ceiling level.

Ceiling : Aluminum false ceiling to exposed surface.

Floor : Artificial granite tile to exposed surface.

廚房：

牆身：鋪砌瓷磚至假天花、不銹鋼板於灶台及吊櫃底之間見光處。

天花：裝設鋁板假天花。

地台：見光處鋪砌過底磚。

灶台的裝修物料為人造石。

Kitchen :

Wall : Ceramic tiles to exposed surface up to false ceiling level. Stainless steel panels to exposed surface between cooking bench and cabinets.

Ceiling : Aluminium false ceiling to exposed surface.

Floor : Homogeneous tiles to exposed surface.

Cooking bench finished with artificial stone.

設備：抽油煙機、嵌入式雙頭煤氣煮食爐、微波爐、雙門雪櫃、二合一洗衣乾衣機、分體式冷氣機、煤氣熱水爐、抽氣扇。

Appliances : Exhaust hood, Built-in gas cooker-hob, Microwave oven, Double door refrigerator, 2-in-1 Washer/Dryer, Split type air-conditioner(s), Gas water heater, Exhaust fan.

[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. Definitions

I/We confirm that in this Offer Form, terms defined in the Tender Notice (Part 1 of the Tender Document) and the Conditions of Sale (Part 2 of the Tender Document) shall have the same meaning when used herein unless otherwise defined below

2. Irrevocable Offer

I/We, being the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price subject to the terms and conditions of this Tender Document (including but not limited to the Conditions of Sale and this Offer Form).

I/We understand, agree and confirm that if I/we indicate on the Schedule to the Offer Form to purchase both Flat 29B and Flat 30A:-

(a) I/We must fill in **ONE** lump sum Tender Price for both Flat 29B and Flat 30A in the Schedule to the Offer Form;

(b) This tender is deemed to be submitted on the basis that (if the tender is accepted) the Vendor will accept the tender for the purchase of **BOTH** Flat 29B and Flat 30A together but not either one of Flat 29B and Flat 30A;

(c) I/We will be required to sign only one (1) Agreement covering both Flat 29B and Flat 30A; and

(d) The Vendor will not and has no obligation to apportion the Purchase Price for each of Flat 29B and Flat 30A.

3. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor :-

(a) The Tender Document (including but not limited to the Conditions of Sale) and the Letter of Acceptance shall constitute a binding agreement between me/us and the Vendor for the sale and purchase of the Property;

(b) The Vendor shall sell and I/we shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement; and

(c) For the purpose of the Conditions of Sale and the the Residential Properties (First-hand Sales) Ordinance (Cap.621), I/we and the Vendor are deemed to have signed and entered into this Preliminary Agreement on the date of the Letter of Acceptance.

4. Address for receipt of Letter of Acceptance

I/We understand, agree and confirm that in the event that this tender is accepted by the Vendor:-

(a) I/we will be notified of the acceptance of my/our tender by a Letter of Acceptance personally delivered to me/us at and/or posted to the Hong Kong correspondence address stated in the Schedule to this Offer Form on or before the end of the Acceptance Period; and

(b) The Letter of Acceptance will be deemed to have been duly received by me/us (i) when delivered

personally, on the date of delivery and (ii) when sent by post, on the second working day after the day of posting.

5. Representations, warranties, declarations and confirmations

I/We hereby represent, warrant, declare and confirm to the Vendor that:-

- (a) I/We have read and fully understand and agree to and accept to be bound by the contents of this Tender Document (including but not limited to the Tender Notice, the Conditions of Sale and the Offer Form); and
- (b) I/We have completed the Schedule to this Offer Form and the information contained in the Schedule to this Offer Form is true and accurate and is not misleading in all respects.

Date:

*Signed by the Tenderer:

Witnessed by:

Name of Witness:

*If the Tenderer consists of more than one (1) person, all the persons forming the Tendered shall sign this Offer Form. If the Tenderer is a company, this Offer Form should be signed by a director of the company and affixed with the company chop and the name of the said director shall be stated in the designated space below.

Name of the director signing this Offer Form
(applicable if the Tenderer is a company):

SCHEDULE TO THE OFFER FORM

(To be completed by the Tenderer)

A) Particulars of the Tenderer

Part A1

<i>Name of Tenderer</i>	<i>HKID No./ (for non-Hong Kong resident) Passport No./ (for company) BR No.</i>	<i>Address/ (for company) address of registered office</i>	<i>Telephone No.</i>
(1)			
(2)			
(3)			
(4)			

Part A2

<i>Hong Kong Corresponding Address</i> (Please provide one (1) Hong Kong corresponding address for receipt of Letter of Acceptance (if the tender is accepted) or return of the Cashier Order(s) submitted together with this tender (if tender is not accepted))

Part A3 (Applicable if the Tenderer is a company. Please complete this part if the Tenderer is a company)

<i>Particulars of Contact Person</i>	
Name of Contact Person :	
Telephone No. :	
Fax No. (if any) :	

Part A4 (Applicable if the Tenderer is a company. Please complete this part if the Tenderer is a company)

<i>Name of Director(s) of the Tenderer</i>	<i>HKID No./ (for non-Hong Kong resident) Passport No.</i>
(1)	
(2)	
(3)	
(4)	

We agree, declare and confirm as follows:-

(1) As at the date of this Offer Form, the table above sets out the particulars of **ALL** the current directors of the Tenderer, all of them have already been validly appointed and have been duly registered in the Register of Director of the Tenderer.

(2) If we are the successful Tenderer, there shall be no change or alteration in the number of directors and in the identities of the directors from the date of the Offer Form and the date of the Letter of Acceptance, save and except with the prior written consent of the Vendor.

(3) 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 us to show and prove the number of and identities of all our directors.

(4) The Vendor may refuse to sell the Property to us if there is any breach of this Part or if any information contained in this Part is incorrect in any respect.

Part A5

Related Party to the Vendor

(Please put a “√” in the appropriate box and fill in the relevant particulars if applicable)

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

OR

☐ I am/we are/one or some of us is a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) and the name(s) of the related party(ies) is(are) as follows:-

Name(s) of the related party(ies): _____

Remarks:

- (1) 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 associate corporation or holding company.
- (2) The above terms of “associate corporation”, “holding company”, “manager” and “private company” have the same meanings prescribed under the Residential Properties (First-hand Sales) Ordinance (Cap. 621).
- (3) Holding company of the Vendor means Yau Lee Holdings Limited and Yau Lee Investment Limited.

B) Tendered Property☐ Flat 29B☐ Flat 30A

(Please specify the Tendered Property by putting a “√” in the appropriate box. If the Tendered Property consists of **both** Flat 29B and Flat 30A, please specify by putting a “√” in both boxes.)

C) Tender Price

Tender Price (HK\$)* :	
(*Please fill in only ONE lump sum tender price even if the Tendered Property consists of both Flat 29B and Flat 30A.)	

D) Cashier Order(s) Submitted Together With This Tender

	<i>Bank</i>	<i>Cashier Order No.</i>	<i>Amount (HK\$)</i>
(1)			
(2)			
(3)			
(4)			
Total* :			
(*The total amount shall be equivalent to 5% of the Tender Price)			

E) Terms of Payment – 90-Day Payment Plan

<i>90-Day Payment Plan</i>
(a) A preliminary deposit which is equal 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). (b) A further deposit which is equal to 5% of the Purchase Price shall be paid within 14 days after the date of the Letter of Acceptance. (c) The balance of purchase price which is equal to 90% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance.

F) Particulars of and Confirmation regarding Intermediary (if any)

Part F1

<i>Particulars of Intermediary (if any)</i>	
Name of Estate Agency :	
Name of Salesperson :	
EA Licence No. :	
Telephone No. :	

Part F2

<i>Confirmation Regarding Intermediary (if any)</i>
I/We hereby declare and confirm that the above named Intermediary did not make and is not authorized by the Vendor to make any agreement, warranty, representation or undertaking (whether oral or written) for or on behalf of the Vendor, and the Vendor shall not be liable in any way whatsoever to the Tenderer/Purchaser, the Intermediary or anyone for any such agreements, warranties, representations or undertakings made by the Intermediary. The Vendor shall not be involved in any disputes between the Tender/Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.

G) Acknowledgement and Confirmation Regarding Annexures

<i>Acknowledgement and Confirmation</i>
I/We hereby acknowledge the receipt of the “Warning to Purchasers” (i.e. Annex 1 of the Schedule to the Offer Form) and the “Vendor’s Information Form” (i.e. Annex 2 of the Schedule to the Offer Form). I/We have read the aforesaid documents carefully and am/are fully aware and understand the contents of them.

H) Tender Checklist

<i>Confirmation and Checklist</i>
I/We have submitted the following documents for my/our tender (please see paragraph 1.7 of the Tender Notice for details):- (1) The Tender Document with the Offer Form (including the Schedule to the Offer Form) completed and signed; (2) Cashier order(s) mentioned in Part D above; (3) Tenderer’s identification documents; and (4) Intermediary’s licence (if applicable).

[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. 定義

本人/我們確認，於本要約表格，除非本要約表格另有定義，於招標公告(招標文件的第 1 部分)及出售條款(招標文件的第 3 部分)內所定義的字眼於本要約表格使用時具有相同意思。

2. 不能撤回的要約

本人/我們，作為投標者，現不可撤銷地提出要約以投標價購買投標物業，並受限於本招標文件(包括但不限於出售條款及本要約表格)的條款及條件。

本人/我們明白、同意及確認，如果本人/我們在要約表格的附表中表示購買單位 29B 及單位 30A 全部兩個單位：—

(a) 本人/我們必須在要約表格的附表中為單位 29B 及單位 30A 全部兩個單位填寫一個投標價；

(b) 本投標書會被視作為基於賣方將會接納一併購買單位 29B 及單位 30A 全部兩個單位 (如投標書被接納)而遞交；

(c) 本人/我們須要簽署一份正式合約，該正式合約會包括單位 29B 及單位 30A；及

(d) 賣方不會亦無責任為單位 29B 及單位 30A 的樓價進行分攤。

3. 要約獲接納將構成有約束力的協議

本人/我們同意、接納及聲明，在本投標書獲賣方接納的情況下：—

(a) 招標文件(包括但不限於出售條款)連同中標函會構成賣方與本人/我們就買賣本物業的有約束力協議。

(b) 賣方須以樓價並按本臨時合約所載條款及條件出售本物業，而本人/我們須以樓價並按本臨時合約所載條款及條件購買本物業；及

(c) 就出售條款及《一手住宅物業銷售條例》(第 621 章)而言，本人/我們與賣方會被視為於中標函日期當日簽署及訂立本臨時合約。

4. 收取中標函的地址

本人/我們明白、同意及確認，在本投標書獲賣方接納的情況下：—

(a) 本人/我們會在承約期屆滿時或之前獲中標函通知本人/我們的投標書已被接納，中標函會以專人派遞及/或郵寄至要約表格附表指明的香港通訊地址；及

(b) 中標函(i)如以專人派遞，會被視為於派遞當日由本人/我們妥為收取；(ii) 如以郵寄，會被視為於投寄後的第 2 個工作日由本人/我們妥為收取。

5. 陳述、保證、聲明及確認

本人／我們謹此向賣方陳述、保證、聲明及確認：—

(a) 本人／我們已閱讀，亦完全明白及同意本招標文件 (包括但不限於招標公告、出售條款及要約表格)的內容，並同意為前述內容所約束；及

(b) 本人／我們已填妥本要約表格的附表，而其內所有資料在各方面均屬真確及正確並且沒有誤導。

日期：

*投標者簽署：

見證人簽署：

見證人姓名：

*如投標者由多於一人組成，所有組成投標者的人均須簽署本要約表格。如投標者屬公司，本要約表格須由投標者的一名董事簽署並蓋上公司的印章，並須要於下方適當位置註明該董事的姓名。

簽署本要約表格的董事的姓名(適用於投標者屬公司)：

要約表格的附表

(由投標者填寫)

A) 投標者的資料

第 A1 部

投標者姓名	香港身份證號碼/ (如非香港居民) 護照號碼/ (如屬公司) 商業登記號碼	地址/ (如屬公司) 註冊辦事處 地址	電話號碼
(1)			
(2)			
(3)			
(4)			

第 A2 部

香港通訊地址 (請提供一個香港通訊地址作為收取中標函(如投標書獲接納)或退回隨本投標書遞交的銀行本票(如投標書不獲接納)之用)

第 A3 部 (適用於投標者屬公司。如投標者屬公司，請填妥此部)

聯絡人的資料	
聯絡人姓名：	
電話號碼：	
傳真號碼(如有)：	

第 A4 部(適用於投標者屬公司。如投標者屬公司，請填妥此部)

投標者董事姓名	香港身份證號碼/ (如非香港居民) 護照號碼
(1)	
(2)	
(3)	
(4)	

我們同意、聲明及確認如下：——

(1) 於本要求表格日期，上表已列出投標者的所有現任董事的資料，**所有**董事已獲有效委聘並且已

妥為登記於投標者的董事登記冊。

(2) 如我們成為中標者，除非得到賣方事前書面同意，由要約表格日期至中標函日期期間，董事的數目及身份均不會有改變或更改。

(3) 賣方可在任何時間要求我們提供所有相關的公司文件及資料以顯示及核實我們的董事的數目及身份，而我們必須自費提供所有前述文件及資料。

(4) 如有任何違反本部的規定或如有任何載於本部的資料在任何方面有錯誤，賣方有權拒絕將本物業出售予我們。

第 A5 部

賣方的關連人士

(請於適當的格上加上“√”號，並(如適用)填上有關資料)

☐ 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們並非賣方的關連人士。

或

☐ 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們/我們其中一人或多人屬賣方的關連人士，而該/該等關連人士的姓名如下：—

關連人士的姓名：_____

備註：

(1) 某人是賣方的關連人士如該人是：

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

(2) 上述“聯繫法團”、“控權公司”、“經理”及“私人公司”具有《一手住宅物業銷售條例》(第 621 章)給予該詞的涵意。

(3) 賣方的控權公司指 Yau Lee Holdings Limited 及 Yau Lee Investment Limited.

B) 投標物業

☐ 單位 29B

☐ 單位 30A

(請於格內加上“√”號以指明投標物業。如投標物業包括單位 29B 及單位 30A 全部兩個單位，請於兩個格內均加上 “√”號。)

C) 投標價

投標價(港幣\$)*:	
(*即使投標物業包括單位 29B 及單位 30A 全部兩個單位，仍請填寫 <u>一個</u> 投標價。)	

D) 隨本投標書遞交的銀行本票

	銀行	銀行本票號碼	金額 (港幣\$)
(1)			
(2)			
(3)			
(4)			
總金額*： (*總金額須等於投標價的 5%)			

E) 支付條款 – 90 天付款計劃

90-Day Payment Plan
(a) 等於樓價的 5%的臨時訂金，須於投標書獲賣方接納時支付(即中標函日期當日)。
(b) 等於樓價的 5%的進一步訂金，須於中標函日期後的 14 日內支付。
(c) 等於樓價的 90%的樓價餘款，須於中標函日期後的 90 日內支付。

F) 中介人(如有) 的資料及關於中介人(如有)的確認

第 F1 部

中介人(如有)的資料	
地產公司名稱：	
地產代理姓名：	
地產代理牌照號碼：	
電話號碼：	

第 F2 部

關於中介人(如有)的確認
本人／我們謹此聲明及確認上述中介人並無作出亦沒有獲賣方授權代表賣方作出任何協議、保證、陳述或承諾(不論口頭或書面)，無論在任何情況下賣方均無須就中介人所作出的任何協議、保證、陳述或承諾向投標者/買方、中介人或任何其他人士負責。投標者/買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易須嚴格依據招標文件的條款及條件進行。

G) 各附件的知悉及確認

知悉及確認
本人／我們謹此知悉收到“對買方的警告”(即要約表格附表的附件一)及“賣方資料表格”(即要約表格附表的附件二)。本人／我們已小心閱讀前述文件並完成知道及明白該等文件的內容。

H) 投標書清單

確認及清單
本人／我們已為本人／我們的投標書遞交以下文件(詳情請見招標公告第 1.7 段)：— (1) 招標文件(當中要約表格(包括要約表格的附表)已經填妥及簽署)； (2) 上述 D 部提及的銀行本票； (3) 投標者的身份證明文件；及 (4) 中介人的牌照(如適用)

[第 3 部份：要約表格完]
[招標文件完]

ANNEX 1 OF THE SHCHEDULE TO THE OFFER FORM

要約表格附表的附件一

WARNING TO PURCHASERS

對買方的警告

PLEASE READ CAREFULLY

請小心閱讀

- (f) 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。
- (g) 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。
- (h) **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。
- (i) 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。
- (j) 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。

ANNEX 2 OF THE SHCHEDULE TO THE OFFER FORM

要約表格附表的附件二

VENDOR'S INFORMATION FORM

賣方資料表格

- (a) **The amount of the management fee that is payable for the Property**
須就該物業支付的管理費用的款額

Flat 29B (if applicable) : HK\$2,564.00 per month
單位 29B (如適用) : 每月港幣\$2,564.00

Flat 30A (if applicable) : HK\$3,989.00 per month
單位 30A (如適用) : 每月港幣\$3,989.00

- (b) **The amount of the Government rent (if any) that is payable for the Property**
須就該物業繳付的地稅 (如有的話) 的款額

Flat 29B (if applicable) : NIL
單位 29B (如適用) : 沒有

Flat 30A (if applicable) : NIL
單位 30A (如適用) : 沒有

- (c) **The name of the owners' incorporation**
業主立案法團的名稱

The Incorporated Owners of L • Harbour 18
利 • 港灣 18 業主立案法團

- (d) **The name of the manager of the Development**
發展項目的管理人的姓名或名稱

City Professional Management Limited
城市專業管理有限公司

- (e) **Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development**
賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知

No 沒有

- (f) **Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development**
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期數的任何部分恢復原狀的任何通知

No 沒有

- (g) **Any pending claim affecting the Property that is known to the Vendor**
賣方所知的影響該物業的任何待決的申索

No 沒有

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