

**TENDER DOCUMENT**  
**招標文件**

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

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Tenders are invited for the purchase of those properties in  
現招標承投購買

**BABINGTON HILL**  
**巴丙頓山**

as set out in any one or more of the Information on Sales Arrangements for sale by tender issued by  
the Vendor for Babington Hill from time to time  
(as the same may be revised by the Vendor from time to time),  
於任何一份或多份賣方不時發出的巴丙頓山的以招標方式出售的銷售安排資料  
(及賣方不時對其作出修改的銷售安排資料)內列出的物業

**(unless the property(ies) is(are) withdrawn or sold)**  
(已被撤回或出售的物業則除外)

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Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled “**Public Tender For BABINGTON HILL**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**BABINGTON HILL**”.

在招標期間(定義見招標公告), 投標書須放入普通信封內, 信封面上清楚註明「巴丙頓山」, 放入位於售樓處(定義見招標公告)擺放的標示為「巴丙頓山公開招標」的投標箱內。

**Vendor:** **Well Success Capital Investment Limited, Art Faith Corporation Limited,**  
**賣方:** **Come City Limited**  
瑞興創富有限公司, 藝信有限公司, 霖域有限公司  
c/o Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited  
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong  
(由新鴻基地產(銷售及租賃)代理有限公司轉交)  
香港港灣道 30 號新鴻基中心 45 樓

**Vendor's agent:** **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**  
**賣方代理人:** **新鴻基地產(銷售及租賃)代理有限公司**  
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong  
香港港灣道 30 號新鴻基中心 45 樓  
Enquiry Hotline: 3119 0008  
查詢熱線: 3119 0008

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## PART 1: TENDER NOTICE

### 第 1 部份：招標公告

#### 1. Definitions 定義

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

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：

<b>“Acceptance Period”</b> 「承約期間」	means the period between the Tender Commencement Date and the date which is the tenth working day after the Tender Closing Date (both dates inclusive). 指由招標開始日期至招標截止日期後的第 10 個工作日（包括首尾兩日）的期間。
<b>“Agreement”</b> 「正式合約」	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale. 指賣方與買方根據出售條款第 4 條擬簽訂的本物業的正式買賣合約。
<b>“Conditions of Sale”</b> 「出售條款」	means the Conditions of Sale set out in Part 2 of this Tender Document. 指載於本招標文件第 2 部份的出售條款。
<b>“Letter of Acceptance”</b> 「接納書」	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice. 指賣方根據招標公告第 3.2 段關於接納投標者的投標書的書面通知。
<b>“Offer Form”</b> 「要約表格」	means the Offer Form set out in Part 3 of this Tender Document. 指載於本招標文件第 3 部份的要約表格。
<b>“Property”</b> 「本物業」	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form. 指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業。
<b>“Property for Tender”</b> 「該招標物業」	means all or any of the properties as set out in the Sales Arrangements. 指銷售安排內列出的所有或任何物業。
<b>“Purchase Price”</b> 「樓價」	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form. 指如果及一旦要約表格所載的要約獲賣方接納時，要約表格中訂明的樓價。

<b>“Purchaser”</b> 「買方」	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor. 指中標者，其對該投標物業的投標書獲得賣方接納。
<b>“Sales Arrangements”</b> 「銷售安排」	means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for Babington Hill from time to time (as the same may be revised by the Vendor from time to time). 指任何一份或多份賣方不時發出的巴丙頓山以招標方式出售的銷售安排資料（及賣方不時對其作出修改的銷售安排資料）。
<b>“Sales Office”</b> 「售樓處」	means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements. 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的出售地點。
<b>“Tender Closing Date”</b> 「招標截止日期」	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement. 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間。
<b>“Tender Commencement Date”</b> 「招標開始日期」	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangement. 就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間。
<b>“Tender Document”</b> 「招標文件」	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex). 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）。
<b>“Tender Notice”</b> 「招標公告」	means the Tender Notice set out in Part 1 of this Tender Document. 指載於本招標文件第 1 部份的招標公告。
<b>“Tender Period”</b> 「招標期間」	means, in respect of each Property for Tender, the period between the Tender Commencement Date and the Tender Closing Date. 指招標開始日期至招標截止日期的期間（每日下午 2 時正至下午 7 時正）。
<b>“Tender Price”</b> 「投標價」	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form. 指要約表格的附表中訂明投購該投標物業的價格。
<b>“Tendered Property”</b> 「投標物業」	means the property specified in the Schedule to the Offer Form. 指要約表格的附表中訂明的物業。

“Tenderer” 「投標者」	means the person who is specified in the Offer Form as the tenderer. 指要約表格中訂明為投標者的人士。
“Vendor” 「賣方」	means Well Success Capital Investment Limited, Art Faith Corporation Limited and Come City Limited. 指瑞興創富有限公司，藝信有限公司及霖域有限公司。
“Vendor’s solicitors” 「賣方律師」	means Mayer Brown. 指孖士打律師行。

## 2. Procedures of Tender 招標程序

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.  
賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。
- 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.  
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 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.  
賣方保留權利在招標截止日期之前的任何時間接納任何已遞交之投標書。
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part of it to any person by any method (including without limitation private treaty, tender and auction).  
賣方保留權利在接納任何投標書之前的任何時間撤回所有或任何該招標物業不予出售，或將所有或任何該招標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）售予任何人士。
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender. Any adjustment of the Tender Closing Date and time will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.  
賣方保留權利更改任何該招標物業的招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.  
投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 A tender must be:-  
投標書必須：
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed by the Tenderer. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**

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) accompanied with the following documents:  
連同以下文件：

- (i) Cashier order(s) and/or cheque(s)  
銀行本票及／或支票

In respect of each Tendered Property, one or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in total amount equal to 5% of the Purchase Price (of which a minimum amount of HK\$300,000.00 shall be paid by cashier order(s)) and made payable to “MAYER BROWN”.

就每一個投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及／或支票，總金額相等於樓價的 5%（當中須以銀行本票支付最低港幣 300,000 元的金額），抬頭人須為「孖士打律師行」。

- (ii) Tenderer's identification document  
投標者的身份證明文件

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

如投標者是個人，組成投標者的每名個人的身份證／護照的複印本。

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 and copies of the ID Card/Passport of each director.

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及每名董事的身份證／護照的複印本。

- (iii) Intermediary's licence (if applicable)  
中介人的牌照（如適用）

Copy of licence of the estate agent appointed by the Tenderer.

由投標者委託的地產經紀的牌照複印本。

- (iv) Annex to the Offer Form, duly completed and signed by the Tenderer  
由投標者填妥並簽署的要約表格的附件

- (1) Warning to Purchasers  
對買方的警告
- (2) Personal Information Collection Statement  
個人資料收集聲明
- (3) Measurements of the residential property of the Tendered Property  
投標物業中的住宅物業的量度尺寸
- (4) Acknowledgement Letter Regarding Stamp Duty  
關於印花稅的確認書
- (5) Acknowledgement Letter Regarding Flat Roof and Gondola  
關於平台及吊船的確認書

- (6) Vendor's Information Form  
賣方資料表格
- (7) Acknowledgement Letter Regarding Viewing of the residential property of the Tendered Property and Furniture and Chattels  
關於參觀投標物業中的住宅物業及傢俱和物件的確認書
- (8) False Ceiling Height Plan  
假天花高度圖
- (9) Acknowledgement Letter Regarding the Open Kitchen (if any) and Curtains (with floor plan)  
關於開放式廚房（如有）及窗簾的確認書（連樓面平面圖）
- (10) Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s)\*  
有關轉讓住宅停車位之確認書\*
- (11) Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s)\*  
有關住宅停車位狀況之確認書\*

Please do **NOT** date any of the documents mentioned in the above sub-paragraph (iv);

請不要於上述第(iv)分段所述的任何文件內填上日期；

**\*Tenderer is required to complete and sign the above documents marked with \* only if the Tenderer elects to purchase a residential parking space(s) as part of the Tendered Property;**

**\*僅當投標者選擇購買住宅停車位作為投標物業的一部分時，投標者須填妥並簽署上述標有「\*」號的文件；**

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**BABINGTON HILL**”; and  
放入普通信封內，信封面上書明賣方收啓，並清楚註明「巴丙頓山」；及
- (d) placed in the Tender Box labelled “**Public Tender For BABINGTON HILL**” placed at the Sales Office during the Tender Period.  
於招標期間放入位於售樓處擺放的標示為「巴丙頓山公開招標」的投標箱內。

2.8 All 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 Hong Kong correspondence address specified in the Offer Form.

在賣方對收到的投標書作出決定前，所有銀行本票及/或支票均不會予以兌現。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，按要約表格中指明的香港通訊地址以專人送達、或通過郵遞方式退還予落選投標者。

- 2.9 (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. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 17 of the Conditions of Sale.  
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。除出售條款第 17 條另有批准外，賣方不接受任何人以代理人、

獲授權人、被提名人、代表、信託人身份代表投標者行事。

(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.  
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) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance and return of cashier order(s) and/or cheque(s).  
要約表格中指定的香港通訊地址將會是收取接納書及退回銀行本票及/或支票的地址。

2.10 (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 Notice, 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.

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隨時接納投標。投標書根據載於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) 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.

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. Acceptance of Tender 接納投標

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

投標書如獲接納，中標者即成為該投標物業之買方。

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 Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

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定的香港通訊地址以專人送達及／或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。

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 Sales Office. 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.

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售樓處審閱。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。

#### **4. Miscellaneous 其他事項**

- 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 for Tender. All enquiries should be directed to the Vendor's agent, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited, of 45<sup>th</sup> Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: 3119 0008).

投標者宜注意，賣方只會回答關於本物業的一般問題，而不會就本招標文件或關於該招標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**新鴻基地產（銷售及租賃）代理有限公司**，地址為香港港灣道 30 號新鴻基中心 45 樓（查詢熱線：3119 0008）。

- 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.

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 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.

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 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.

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。

*[End of Part 1: Tender Notice]*  
*[第 1 部份：招標公告完]*

## PART 2: CONDITIONS OF SALE

### 第 2 部分：出售條款

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

<b>“Development”</b> 「發展項目」	means BABINGTON HILL. 指巴丙頓山。
<b>“this Preliminary Agreement”</b> 「本臨時合約」	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. 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. 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.  
招標文件連同接納書構成賣方與買方就買賣本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細則出售本物業，而買方須以樓價並按本臨時合約所載條款及細則購買本物業。
3. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.  
買賣須於成交日的辦公時間（即指由上午 10 時起至同日下午 4 時 30 分為止期間）內，在賣方律師的辦事處完成。
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-  
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) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and  
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) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.  
由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

7. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.  
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。
8. The Purchaser shall attend the office of the Vendor's solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 18.  
買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續（按：必須嚴守所訂日期。）：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 18 條所載就正式合約應付之所有印花稅。
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-  
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) this Preliminary Agreement is terminated;  
本臨時合約即告終止；
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and  
買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.  
賣方不得就買方沒有簽立正式合約，而對買方提出任何進一步申索。
10. The measurements of the Property are as follows—see “Measurements of the residential property of the Tendered Property” in Annex to the Offer Form.  
本物業的量度尺寸如下一見要約表格的附件「投標物業中的住宅物業的量度尺寸」。
11. The sale and purchase of the Property includes the fittings, finishes and appliances as follows—see Schedule to the Conditions of Sale.  
本物業的買賣所包括的裝置、裝修物料及設備如下一見出售條款的附表。
12. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.  
在不損害《物業轉易及財產條例》（第 219 章）第 13 及第 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。
13. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 14 and fully understands its contents.  
買方確認已收到第 14 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。
14. For the purposes of clause 13, the following is the “Warning to Purchasers”—  
就上述第 13 條而言，「對買方的警告」內容如下—

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
  - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.  
本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 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 whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of 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 but not limited to 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 whosoever 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 effect as sub-clause (i) above.  
買方須與賣方在正式合約中訂明，若買方於本物業買賣成交前以任何形式轉售本物業或

將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約或其他合約中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人仕的詳細資料（包括但不限於身份証號碼及地址），及全數金額或其他代價，包括但不限於任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，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或新買家履行第(i)分條中的責任。

18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. 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.  
若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。若買方選擇另聘律師代表其買入本物業，則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。買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, 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 and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.  
有關本臨時合約及／或正式合約及／或轉讓契之所有印花稅（包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅），一概由買方負責支付。
20. All plan fees, 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. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.  
一切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他代墊付費用均須由買方承擔。一切有關本物業按揭之法律費用及代墊付費用，均由買方承擔及支付。
21. 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.  
如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
22. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, contribution to special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and Management Agreement of the Development and the Purchaser shall reimburse the Vendor for all payment including without limitation all utilities deposits already paid by the Vendor in respect of the

Property (whether or not such deposits, contribution to special fund, debris removal fee and utilities deposits are refundable or transferrable).

買方須在賣方交吉本物業予買方時繳付管理人或賣方一切管理費按金、特別基金供款、泥頭清理費、預繳管理費及其他根據發展項目的主公契及管理協議之其他按金及費用，買方並須償還賣方代本物業已支付的上述費用包括水電煤按金（不管該等按金、特別基金供款、泥頭清理費及水電煤按金是否可以退還或轉名）。

23. 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.  
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。
24. The Property is sold on “as is” basis. The Purchaser is deemed to have knowledge of and accept the existing state and condition of the Property whether he has inspected the Property or not.  
本物業以現狀形式出售。無論買方有否已到本物業實地視察，買方將被視作清楚及接受本物業現時之狀況。
25. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.  
買方如有更改地址或電話，須以書面通知賣方。
26. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.  
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
27. Time shall in every respect be of the essence of this Preliminary Agreement.  
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
28. (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.  
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）（『該合約條例』）強制執行本臨時合約下任何條款，並且同意排除該合約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) 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).  
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合約條例的適用範圍內：就是說，在排除該合約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) 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:-  
若本臨時合約任何條款因上述第(b)款的規定沒有從該合約條例的適用範圍內排除，而第三者（在該合約條例定義）可依據該合約條例強制執行任何該等條款時：
- (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

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），而該合約條例第 6(1)條將不適用於本臨時合約；及

- (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.

賣方和買方依據該合約條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

29. In this Preliminary Agreement:-  
在本臨時合約中—

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);  
「**實用面積**」具有《一手住宅物業銷售條例》（第 621 章）（『該銷售條例』）第 8 條給予該詞的涵義；
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;  
「**工作日**」具有該銷售條例第 2(1)條給予該詞的涵義；
- (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the residential property of the Tendered Property” in the Annex to the Offer Form is calculated in accordance with section 8(3) of that Ordinance; and  
要約表格的附件「投標物業中的住宅物業的量度尺寸」載列之本物業的(a)項所指的項目的樓面面積，按照該銷售條例第 8(3)條計算；及
- (d) the area of an item under clause (b) of each Property set out in “Measurements of the residential property of the Tendered Property” in the Annex to the Offer Form is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.  
要約表格的附件「投標物業中的住宅物業的量度尺寸」載列之本物業的(b)項所指的項目的面積，按照該銷售條例附表 2 第 2 部計算。

## Schedule to Conditions of Sale 出售條款的附表

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

Applicable for 適用於	Flat B on 20/F 20 樓 B 單位
Internal Wall 內牆	Plastered with emulsion paint. 批盪並髹上乳膠漆。
Flooring 地板	Engineered timber floor and reconstituted stone border at doorway leading to balcony, utility platform and flat roof (if applicable) for Living Room/Dining Room and Bedroom. 客廳／飯廳及睡房鋪砌複合木地板並在通往露台、工作平台及平台的門戶（如有）以人造石材圍邊。
Door 門	Solid core timber door, glass door in aluminium frame and louvre door. 實心木門、鋁框玻璃門及百葉門。
Bathroom 浴室	Sanitary fitments are provided. Natural stone and glass run up to false ceiling level. Plaster board suspended ceiling with emulsion paint finish and aluminium ceiling. Natural stone on floor. 提供潔具。牆壁鋪砌天然石材及鏡至假天花高度。天花板裝設石膏板懸吊天花髹上乳膠漆及鋁天花。地板鋪砌天然石材。
Kitchen 廚房	Natural stone and glass run up to false ceiling level. Plaster board suspended ceiling with emulsion paint finish and aluminium ceiling. Tiles on floor. Cooking bench finished with reconstituted stone. 牆壁鋪砌天然石材及玻璃至假天花高度。天花板裝設石膏板懸吊天花髹上乳膠漆及鋁天花。地板鋪砌瓷磚。灶台為人造石材。
Other Provisions 其他設備	<p>i) Installed with gas cooking hob, barbecue grill, cooker hood, oven, microwave oven, steamer, wine cellar, 2 in 1 washer dryer, refrigerator and TV; 裝設氣體煮食爐、燒烤爐、抽油煙機、焗爐、微波爐、蒸爐、酒櫃、2 合 1 洗衣乾衣機、雪櫃及電視；</p> <p>ii) Installed with gas water heater, electric water heater, exhaust fan, dehumidifier and TV; 裝設氣體熱水爐、電熱水爐、抽氣扇、抽濕機及電視；</p> <p>iii) Air-conditioner for Living Room/Dining Room, Bedroom(s) and Store Room. 客廳／飯廳、睡房及儲物房裝設空調機。</p>



Applicable for  
適用於

Flat B on 21/F and 22/F Penthouse  
21 樓及 22 樓頂層 B 單位

Internal Wall 內牆	Plastered with emulsion paint. 批盪並髹上乳膠漆。
Flooring 地板	Natural stone for Living Room/Dining Room, engineered timber floor and reconstituted stone border at doorway leading to balcony, utility platform and flat roof (if applicable) for Bedroom. 客廳／飯廳鋪砌天然石材，睡房鋪砌複合木地板並在通往露台、工作平台及平台的門戶（如有）以人造石材圍邊。
Door 門	Solid core timber door, glass door in aluminium frame, louvre door or glass door in stainless steel frame. 實心木門、鋁框玻璃門、百葉門或不銹鋼框玻璃門。
Bathroom 浴室	Sanitary fitments are provided. Natural stone and glass run up to false ceiling level. Plaster board suspended ceiling with emulsion paint finish and aluminium ceiling. Natural stone on floor. 提供潔具。牆壁鋪砌天然石材及鏡至假天花高度。天花板裝設石膏板懸吊天花髹上乳膠漆及鋁天花。地板鋪砌天然石材。
Kitchen and Open Kitchen 廚房及開放式廚房	Natural stone and glass run up to false ceiling level. Plaster board suspended ceiling with emulsion paint finish and aluminium ceiling. Natural stone on floor. Cooking bench finished with reconstituted stone for kitchen and natural stone for open kitchen. 牆壁鋪砌天然石材及玻璃至假天花高度。天花板裝設石膏板懸吊天花髹上乳膠漆及鋁天花。地板鋪砌天然石材。灶台為人造石材（廚房）及天然石材（開放式廚房，如有）。
Other Provisions 其他設備	<p>i) Installed with gas cooking hob, induction hob, barbecue grill, Teppanyaki grill, cooker hood, oven, microwave oven, steamer, wine cellar, coffee machine, washer, dryer, refrigerator, freezer and TV; 裝設氣體煮食爐、電磁爐、燒烤爐、鐵板燒爐、抽油煙機、焗爐、微波爐、蒸爐、酒櫃、咖啡機、洗衣機、乾衣機、雪櫃、冰櫃及電視；</p> <p>ii) Installed with gas water heater, electric water heater, exhaust fan, dehumidifier and TV; 裝設氣體熱水爐、電熱水爐、抽氣扇、抽濕機及電視；</p> <p>iii) Air-conditioner for Living Room/Dining Room, Bedroom, Store Room and Kitchen and Open Kitchen. 客廳／飯廳、睡房、儲物房、廚房及開放式廚房裝設空調機。</p>

*[End of Part 2: Conditions of Sale]*

*[第 2 部分：出售條款完]*

## PART 3: OFFER FORM

### 第 3 部份：要約表格

(To be completed by the Tenderer)

(由投標者填寫)

To: The Vendor

致：賣方

1. Offer

要約

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Tendered 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.

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樓價購買該投標物業，並受本招標文件及出售條款的條款及細則所約束。

2. Binding agreement if offer is accepted

如要約獲接納將構成有效協議

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.

本人／我們同意、接受及聲明，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本招標文件的條款及細則訂立的一份具約束力的協議。

3. Address for receipt of Letter of Acceptance

收取接納書的地址

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.

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. Declarations, representations and warranties

聲明、陳述及保證

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

本人／我們現聲明、陳述及保證如下：

- (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.**

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) 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, 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 Tendered Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

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）。

## Schedule to the Offer Form 要約表格的附表

(To be completed by the Tenderer)  
(由投標者填寫)

<b>Section 1 –Particulars of the Tenderer</b> <b>第1節–投標者的資料</b>				
Name 名稱				
ID/Passport/BR No. 身份證／護照／商業登記證號碼				
Address/Registered office 地址／註冊辦事處 (請以英文填寫)				
Hong Kong correspondence address (if different from above) 香港通訊地址(如與上面不同) (請以英文填寫)				
Contact details 聯絡資料	Contact Person 聯絡人			
	Telephone 電話		Fax 傳真	

<b>Section 2–Tendered Property*</b> <b>第2節–該投標物業*</b>	
Floor 樓層	Flat 單位
Floor 樓層	Residential Car Parking Space No. 住宅停車位編號
Floor 樓層	Residential Car Parking Space No. 住宅停車位編號

- \* A Tenderer may elect to purchase not more than two of the unsold Residential Car Parking Spaces of the Development as part of the Tendered Property. For the avoidance of doubt, the Tender Price stated by the Tenderer in Section 3 below shall cover the total consideration of the residential property and residential car parking space(s) (if any) that the Tenderer offers to purchase. The relevant residential property and residential car parking space(s) (if any) shall be covered by one single Agreement and one single Assignment. The Vendor has no responsibility to apportion the Tender Price for the residential property and residential car parking space for the Tenderer.
- \* 投標者可選擇購買最多兩個發展項目尚未出售的住宅停車位作為投標物業的一部分。為免疑問，投標者在下述第3節所填寫之投標價代表其投標認購的住宅物業及住宅停車位(如有)的總價值。相關住宅物業及住宅停車位(如有)必須受同一份正式合約及轉讓契所涵蓋。賣方無責任為投標者將投標價攤分予住宅物業及住宅停車位。

<b>Section 3–Tender Price</b> <b>第 3 節–投標價</b>			
<b>Tender Price (HK\$)</b> 投標價（港幣）			
<b>Cashier order(s) and/or cheque(s) (in the total amount of 5% of the Tender Price)</b> 銀行本票及／或支票（總金額為投標價的5%）			
<b>Cashier order(s) (provided that a minimum amount of HK\$300,000.00 shall be paid by cashier order(s))</b> 銀行本票（惟最少港幣 300,000 元的金額須以銀行本票支付）	<b>Amount (HK\$)</b> 金額（港幣）	<b>Bank</b> 銀行	<b>Cashier order no.</b> 本票編號
<b>Cheque(s)</b> 支票	<b>Amount (HK\$)</b> 金額（港幣）	<b>Bank</b> 銀行	<b>Cheque no.</b> 支票號碼

**Section 4 –Payment plan**  
**第 4 節–付款計劃**

The Tenderer must choose one of the following payment plans (*†please tick one payment plan only*).  
投標者須選擇下列其中一種付款計劃。(†請只剔一種付款計劃)

For details of the gifts, financial advantage or benefits, please refer to Annex 8.  
有關贈品、財務優惠或利益的詳情，請參閱附件 8。

☐ **† 180 Days Payment Plan (TB5)**  
**180 日付款計劃 (TB5)**

**Terms of Payment**  
**支付條款**

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.  
加付訂金即樓價 5% 於接納書的日期後 90 日內繳付。
- 90% of the Purchase Price (balance of the Purchase Price) shall be paid within 180 days after the date of Letter of Acceptance.  
樓價 90%（樓價餘額）於接納書的日期後 180 日內繳付。

If the Purchaser wishes to complete the sale and purchase of the Property before 180 days after the date of Letter of Acceptance, the Purchaser shall make a written application to the Vendor not less than 90 days before the actual date of completion of sale and purchase of the Property. The approval or disapproval of the aforesaid application is subject to the final decision of the Vendor. In any event, the date of completion of sale and purchase shall not be earlier than 90 days after the date of the Letter of Acceptance.

如買方希望早於接納書的日期後 180 日完成住宅物業的買賣的交易，買方須於實際完成住宅物業的買賣交易日期前最少 90 日以書面向賣方提出申請。有關批准申請與否，視乎賣方的最終決定。在任何情況下，完成住宅物業的買賣的交易日期不可早於接納書的日期後 90 日。

† ☐ **360 Days Payment Plan (TC5)**

**360 日付款計劃 (TC5)**

**Terms of Payment**

**支付條款**

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.  
加付訂金即樓價 5% 於接納書的日期後 90 日內繳付。
- 5% of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance.  
樓價 5% 於接納書的日期後 180 日內繳付。
- 85% of the Purchase Price (balance of the Purchase Price) shall be paid within 360 days after the date of Letter of Acceptance.  
樓價 85%（樓價餘額）於接納書的日期後 360 日內繳付。

If the Purchaser wishes to complete the sale and purchase of the Property before 360 days after the date of Letter of Acceptance, the Purchaser shall make a written application to the Vendor not less than 90 days before the actual date of completion of sale and purchase of the Property. The approval or disapproval of the aforesaid application is subject to the final decision of the Vendor. In any event, the date of completion of sale and purchase shall not be earlier than 90 days after the date of the Letter of Acceptance.

如買方希望早於接納書的日期後 360 日完成住宅物業的買賣的交易，買方須於實際完成住宅物業的買賣交易日期前最少 90 日以書面向賣方提出申請。有關批准申請與否，視乎賣方的最終決定。在任何情況下，完成住宅物業的買賣的交易日期不可早於接納書的日期後 90 日。

† ☐ **540 Days Payment Plan (TD5)**

**540 日付款計劃 (TD5)**

**Terms of Payment**

**支付條款**

- 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).  
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。
- A further deposit equivalent to 5% of the Purchase Price shall be paid within 90 days after the date of Letter of Acceptance.  
加付訂金即樓價 5% 於接納書的日期後 90 日內繳付。
- 5% of the Purchase Price shall be paid within 180 days after the date of Letter of Acceptance.  
樓價 5% 於接納書的日期後 180 日內繳付。
- 5% of the Purchase Price shall be paid within 360 days after the date of Letter of Acceptance.  
樓價 5% 於接納書的日期後 360 日內繳付。
- 80% of the Purchase Price (balance of the Purchase Price) shall be paid within 540 days after the date of Letter of Acceptance.  
樓價 80%（樓價餘額）於接納書的日期後 540 日內繳付。

If the Purchaser wishes to complete the sale and purchase of the Property before 540 days after the date of Letter of Acceptance, the Purchaser shall make a written application to the Vendor not less than 90 days before the actual date of completion of sale and purchase of the Property. The approval or disapproval of the aforesaid application is subject to the final decision of the Vendor. In any event, the date of completion of sale and purchase shall not be earlier than 90 days after the date of the Letter of Acceptance.

如買方希望早於接納書的日期後 540 日完成住宅物業的買賣的交易，買方須於實際完成住宅物業的買賣交易日期前最少 90 日以書面向賣方提出申請。有關批准申請與否，視乎賣方的最終決定。在任何情況下，完成住宅物業的買賣的交易日期不可早於接納書的日期後 90 日。



**Section 5 –Declaration regarding ad valorem stamp duty and buyer's stamp duty**  
**第5節-有關從價印花稅及買家印花稅的聲明**

(\* Please tick as appropriate)  
 (\*請剔適用者)

- (a) I am/We are [\* ☐ subject to/ ☐ not subject to] the buyer's stamp duty;  
 本人／吾等[\* ☐須／☐毋須]繳付買家印花稅；
- (b) Flat rate of 15% of ad valorem stamp duty is [\* ☐ applicable/ ☐ not applicable] to my/our purchase of the Property;  
 從價印花稅的劃一稅率 15%[\* ☐適用／☐不適用]於本人／吾等購買的本物業；
- (c) I am/each of us is acquiring the Property [\* ☐ on my own behalf and not on behalf of any other person(s)/ ☐ on behalf of other person(s)].  
 本人／吾等各人在購入本物業時是[\* ☐代表自己行事及並不代表任何其他人／☐代表他人行事]。

**Section 6 –Intermediary (if any)**  
**第6節-中介人（如有）**

Name of sales person 地產代理姓名	
EA Licence No. 地產代理牌照號碼	
Estate agency 公司名稱	
Contact No. 聯絡電話	

**Declaration regarding Intermediary (applicable only if an Intermediary is specified)**  
**關於中介人的聲明（僅於有指明中介人時適用）**

I/We confirm and declare that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between me/us 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.

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。本人／我們與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據載於本招標文件的條款及細則進行。

**Section 7 –Declaration of relationship with the Vendor (\* Please tick as appropriate)**  
**第 7 節–與賣方關係的聲明 (\*請剔適用者)**

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

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」。

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

*(如有以下情況，某人即屬賣方的「有關連人士」：*

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*  
該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) a manager of the Vendor;*  
該人是賣方的經理；
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*  
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) an associate corporation or holding company of the Vendor;*  
該人是賣方的有聯繫法團或控股公司；
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*  
該人是上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
- (f) a manager of such an associate corporation or holding company.*  
該人是上述有聯繫法團或控股公司的經理。

*For the purpose of this Declaration:*

就本聲明而言，

1. “**Manager**” has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors’ immediate authority.

「經理」具有《公司條例》(第 622 章)給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。

2. “**Private company**” has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member’s right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

「私人公司」具有《公司條例》(第 622 章)給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司：(a)限制成員轉讓股份的權利；及(b)將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及(c)禁止邀請公眾人士認購該公司的任何股份或債權證。

3. “**Associate corporation**” means (a) a subsidiary of the vendor or (b) a subsidiary of a holding company of the Vendor. “Subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-

「有聯繫法團」指(a)賣方的附屬公司或(b)賣方的控股公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如：-

(a) *that other company-*

該另一間公司—

(i) *controls the composition of the board of directors of the first-mentioned company; or*  
控制首述的公司董事局的組成；或

(ii) *controls more than half of the voting power of the first-mentioned company; or*  
控制首述的公司過半數的表決權；或

(iii) *holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or*  
持有首述的公司的過半數已發行股本（所持股本中，如部分在分派利潤或資本時無權分享超逾某一指明數額之數，則該部分不計算在該股本內）；或

(b) *the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.*

首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。

4. **“Holding company”** means, for the purpose of the Vendor, a company of which the vendor is a subsidiary.

“**控權公司**”指（就賣方而言）一家公司而賣方為該公司的附屬公司。

#### Section 8 –Submission checklist

#### 第 8 節-遞交清單

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

以下文件連同本招標文件遞交（詳情見招標公告第 2.7 段）：

1. ☐ Tender Document with the Offer Form duly completed and signed by the Tenderer  
招標文件及要約表格由投標者填妥及簽署
2. ☐ Cashier order(s) and/or cheque(s)  
銀行本票及／或支票
3. ☐ Copy of Tenderer's identification documents  
投標者的身份證明文件的複印本
4. ☐ Copy of Intermediary's licence (if applicable)  
中介人的牌照（如適用）的複印本
5. Annex to the Offer Form, duly completed and signed by the Tenderer:  
由投標者填妥並簽署要約表格的附件：
  - (1) ☐ Warning to Purchasers (undated)  
對買方的警告（未有填上日期）
  - (2) ☐ Personal Information Collection Statement (undated)  
個人資料收集聲明（未有填上日期）
  - (3) ☐ Measurements of the residential property of the Tendered Property (undated)  
投標物業中的住宅物業的量度尺寸（未有填上日期）
  - (4) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)  
關於印花稅的確認書（未有填上日期）
  - (5) ☐ Acknowledgement Letter Regarding Flat Roof and Gondola (undated)  
關於平台及吊船的確認書（未有填上日期）
  - (6) ☐ Vendor's Information Form (undated)  
賣方資料表格（未有填上日期）
  - (7) ☐ Acknowledgement Letter Regarding Viewing of the residential property of the Tendered Property and Furniture and Chattels (undated)  
關於參觀投標物業中的住宅物業及傢俱和物件的確認書（未有填上日期）

- (8) ☐ False Ceiling Height Plan (undated)  
假天花高度圖（未有填上日期）
- (9) ☐ Acknowledgement Letter Regarding the Open Kitchen (if any) and Curtains (with floor plan)(undated)  
關於開放式廚房（如有）及窗簾的確認書（連樓面平面圖）（未有填上日期）
- (10) ☐ Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s) (undated)\*  
有關轉讓住宅停車位之確認書（未有填上日期）\*
- (11) ☐ Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s) (undated)\*  
有關住宅停車位狀況之確認書（未有填上日期）\*

**\*Tenderer is required to complete and sign the above documents marked with \* only if the Tenderer elects to purchase a residential parking space(s) as part of the Tendered Property.**  
**\*僅當投標者選擇購買住宅停車位作為投標物業的一部分時，投標者須填妥並簽署上述標有「\*」號的文件。**

**Section 9 –Declaration regarding corporate Tenderer (not applicable to individual Tenderer)**  
**第9節–關於公司投標者的聲明（不適用於個人投標者）**

We declare and agree as follows:-  
 我們聲明並同意如下：

- The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.  
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。
- All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.  
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。
- 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.  
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，任何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）。
- 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.  
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。
- The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.  
如有任何違反本節的規定，賣方有權拒絕將本物業出售予投標者。

Director(s) 董事		
	Name 名稱	Identity Card No./Passport No./B.R. No. 身份證號碼／護照號碼／商業登記證號碼
1.		
2.		

**Section 10 –Signature of the Tenderer and witness**

**第 10 節–投標者及見證人的簽署**

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.

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。

*(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.)*

(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。)

Signed by the Tenderer:

投標者簽署：

X

Witnessed by:

見證人簽署：

X

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

獲授權人士的名稱（如投標者為公司）：

Name of the witness:

見證人名稱：

Date:

日期：

*[End of Part 3: Offer Form]*

*[第 3 部份：要約表格完]*

*[End of the Tender Document]*

*[招標文件完]*

<p>Estate Agent's Business Card 地產代理咭片</p>	<p>Copy of Estate Agent's License 地產代理牌照的複印本</p>
<p>Copy of Tenderer's ID 投標者的身份證明文件複印本</p>	<p>Copy of Tenderer's ID 投標者的身份證明文件複印本</p>
<p>Bank Cashier Order 銀行本票 Payable to: MAYER BROWN 抬頭：孖士打律師行 HK\$港幣 300,000</p>	
<p>Bank Cashier Order or Cheque 銀行本票或支票 Payable to: MAYER BROWN 抬頭：孖士打律師行</p>	

*(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.**)*

(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。)

## **Annex to the Offer Form**

### **要約表格的附件**

1. Warning to Purchasers#  
對買方的警告#
2. Personal Information Collection Statement#  
個人資料收集聲明#
3. Measurements of the residential property of the Tendered Property#  
投標物業中的住宅物業的量度尺寸#
4. Acknowledgement Letter Regarding Stamp Duty#  
關於印花稅的確認書#
5. Acknowledgement Letter Regarding Flat Roof and Gondola#  
關於平台及吊船的確認書#
6. Vendor's Information Form#  
賣方資料表格#
7. Acknowledgement Letter Regarding Viewing of the residential property of the Tendered Property and Furniture and Chattels#  
關於參觀投標物業中的住宅物業及傢俱和物件的確認書#
8. List of gifts, financial advantage or benefits  
贈品、財務優惠或利益的列表
9. Legal fees and disbursements table  
律師收費表
10. “No Money Laundering” Leaflet  
「嚴禁清洗黑錢」宣傳單張
11. False Ceiling Height Plan#  
假天花高度圖#
12. Acknowledgement Letter Regarding the Open Kitchen (if any) and Curtains (with floor plan)#  
關於開放式廚房（如有）及窗簾的確認書（連樓面平面圖）#
13. Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s)\*  
有關轉讓住宅停車位之確認書\*
14. Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s)\*  
有關住宅停車位狀況之確認書\*

**\*Tenderer is required to complete and sign the above documents marked with “\*” only if the Tenderer elects to purchase a residential parking space(s) as part of the Tendered Property.**

**\*僅當投標者選擇購買住宅停車位作為投標物業的一部分時，投標者須填妥並簽署上述標有「\*」號的文件。**

**Annex 1****附件 1**
**TENDERER MUST COMPLETE THIS PAGE**  
**投標人須填妥本頁**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

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

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.  
我/我們已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser(s) 買方簽署



**Annex 2**  
**附件 2**

**Personal Information Collection Statement**  
**個人資料收集聲明**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

**Collection of your personal information**  
**收集閣下的個人資料**

From time to time, it is necessary for you to supply Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited ("SHKREA", "we", "us" or "our") on behalf of the vendors with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

新鴻基地產（銷售及租賃）代理有限公司（「本公司」或「我們」）代表賣方為提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

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

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

## Purposes for which Your Information may be used

### 閣下資料可能被用作的用途

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

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;  
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;  
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;  
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) handling your applications or requests for services, products, memberships or benefits;  
處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) facilitating property management and security;  
促進物業管理及保安；
- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Sun Hung Kai Properties Group ("Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");  
就我們或新鴻基地產集團（「集團」）任何其他成員或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) 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、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);  
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) communicating with you;  
與閣下溝通；
- (x) investigating and handling complaints;  
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and  
預防或偵測非法或可疑活動；及
- (xii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.  
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

## Transfer of Your Information

### 轉移閣下資料

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

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

- (i) any member of the Group;  
集團任何成員；

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

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

#### **在直接促銷中使用閣下資料**

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

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

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time; 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) real estate properties (including car parking spaces) or property developments offered by member(s) of the Group, JV Companies or other persons who engage us to sell or promote real estate properties for them; 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；
  - (2) services and products offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services); 我們、集團其他成員或合資公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
  - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us, other members of the Group or JV Companies; and 我們、集團其他成員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；及
  - (4) 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 Your Information described in (a) above to other members of the Group 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 Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

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

### **Access to and correction of Your Information**

#### **查閱及改正閣下資料**

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港灣道30號新鴻基中心45樓。

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

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

\*\*\*

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

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（“✓”），新鴻基地產（銷售及租賃）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「在直接促銷中使用閣下資料」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。

\*\*\*

Signed by the Purchaser(s) 買方簽署

**Annex 3**  
**附件 3**

**Measurements of the residential property of the Tendered Property**  
**投標物業中的住宅物業的量度尺寸**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

The measurements of the Property are as follows ——  
 本物業的量度尺寸如下——

- a) the saleable area of the Property is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet of which-  
 本物業的實用面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎，其中—  
 \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the balcony];  
 [ \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎為露台的樓面面積]；  
 \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the utility platform];  
 [ \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎為工作平台的樓面面積]；  
 \* [ \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet is the floor area of the verandah]; and  
 [ \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎為陽台的樓面面積]；及
- b) other measurements are-  
 其他量度尺寸為—  
 \* [the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
 [平台的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎]；  
 \* [the area of the roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
 [天台的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎]；  
 \* [the area of the stairhood is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
 [梯屋的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎]；  
 \* [the area of the yard is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];  
 [庭院的面積為 \_\_\_\_\_ 平方米／ \_\_\_\_\_ 平方呎]；
- \* delete where inapplicable  
 \* 刪除不適用者

Signed by the Purchaser(s) 買方簽署

**Annex 4**  
**附件 4**

**Acknowledgement Letter Regarding Stamp Duty**  
**關於印花稅的確認書**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
	Floor 樓層	Residential Car Parking Space No. (if applicable) 住宅停車位編號（如適用）
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) 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本物業之臨時買賣合約（「**臨時合約**」）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：

**Adjusting the value bands of Ad Valorem Stamp Duty at Scale 2 rates**  
**調整從價印花稅（第 2 標準稅率）的稅階**

- The Government announced that the Stamp Duty Ordinance would be amended to adjust the value bands on which the ad valorem stamp duty (“**AVD**”) at Scale 2 rates apply. The Government will introduce the Stamp Duty (Amendment) Bill 2023 (the Bill) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2023 (the Order) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Pursuant to the Order, the new value bands are applicable to any instrument executed at 11 am on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

政府宣布將修訂《印花稅條例》，調整從價印花稅第 2 標準稅率的稅階。政府將向立法會提交《2023 年印花稅（修訂）條例草案》（《條例草案》）以落實該建議。行政長官亦已根據《公共收入保障條例》（第 120 章）作出《2023 年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。根據《命令》，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收從價印花稅的文書。

**New rate of Ad Valorem Stamp Duty**  
**新從價印花稅稅率**

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. 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 new AVD at a flat rate of 15% (“**New**

Rate”). AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“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.

《2018 印花稅（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。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，均須繳付以劃一 15% 新稅率（「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

3. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are 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.

《2018 印花稅（修訂）（第 2 號）條例》已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外，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，若該文書包含多於一個住宅物業，則即使該等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，仍須按新稅率繳付從價印花稅。

4. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.  
根據 2018 修訂條例或 2018 修訂條例（第 2 號），可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。
5. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website ([www.ird.gov.hk](http://www.ird.gov.hk)).  
有關以新稅率計算的「從價印花稅」適用的豁免，請瀏覽稅務局網頁（[www.ird.gov.hk](http://www.ird.gov.hk)）。
6. 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：
- (a) 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 his/her 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（依照指定表格）及附上他／她的香港身分證副本。
  - (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 5 working days (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance) from the date of the Preliminary Agreement, 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  
在臨時合約訂立之日起 5 個工作日內（按《一手住宅物業銷售條例》第 2(1)條所定義），「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 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor’s Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.  
在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。
7. 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**

8. 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。
9. 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 the 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」。
10. 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 the 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的「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。
11. 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。
12. Nothing in this acknowledgement 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.  
本確認書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。
13. The Chinese translation of this acknowledgement letter 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，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署



**Annex 5**  
**附件 5**

**Acknowledgement Letter Regarding Flat Roof and Gondola**  
**關於平台及吊船的確證書**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

I/We, the undersigned, hereby acknowledge and am/are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人／吾等，下方簽署人，特此確認，本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

1. Under the Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of Babington Hill (the “Development”):-  
 根據巴丙頓山（「發展項目」）的大廈公共契約及管理協議（「公契」）的規定：

- (a) In respect of any roof, flat roof and/or roof terrace forming part of a Residential Unit, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the "gondola" which expression shall include all jibs, brackets, hinges, posts or other related equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Development and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities and/or the Development PROVIDED THAT the use and enjoyment by the Owner of the Residential Unit shall not be unreasonably affected or prejudiced thereby and the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused.

對於構成住宅單位一部分的任何天台、平台及／或天台平台，管理人有權在任何時候按其決定延伸、維持、運作、移動軌導式旋轉吊臂吊船及／或任何吊臂、吊艇架吊臂、其他設備或管理裝置（在公契中統稱「吊船」，當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材）及有權進入天台、平台及／或天台庭園及天台、平台及／或天台庭園的矮牆的上空或部分上空，以進行檢修、清潔、加強、保養、維修、翻新、改善及／或替換發展項目的外牆（但專有使用權屬於業主的一部分或該等部分除外），及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施及／或發展項目，惟業主享用其住宅

單位應不受重大不利影響或受損，及管理人須承擔彌補因行使上述權力而造成的損害及將滋擾減至最小。

- (b) No Owner shall do or permit or suffer to be done by his/her/their/its/her/their/its tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola by the Manager at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租戶、佔用人、被許可人在屬於其住宅單位的天台、平台及／或屋頂平台或天台、平台及／或屋頂平台的矮牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾、影響或可能干擾或影響管理人於管理及／或維修發展項目期間任何時候操作吊船。

- (c) My/our enjoyment of the roof(s), flat roof(s), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) and/or the parapet walls of the roof(s), flat roof(s), roof terrace(s), balcony(ies) and/or utility platform(s) (if any) pertaining to the Property may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人在管理及／或維修發展項目期間操作吊船時，可能對本人／吾等享用屬於本物業的天台、平台、天台庭園、露台及／或工作平台(如有者)及／或天台、平台、天台庭園、露台及／或工作平台的矮牆（如有者）造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人／吾等確認及聲明本人／吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

## **Annex 6**

### **附件 6**

#### **Vendor's Information Form**

#### **賣方資料表格**

Vendor 賣方	Well Success Capital Investment Limited瑞興創富有限公司 Art Faith Corporation Limited藝信有限公司 Come City Limited霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
	20/F 20 樓	B
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 每月港幣	<b>4,857</b>	per month 元
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅（如有的話）的款額	HK\$8.00 per annum in respect of the whole of The Remaining Portion of Sub-section 2 of Section B of Inland Lot No. 1216 整個內地段第 1216 號 B 分段第 2 小分段餘段為每年港幣 8.00 元		
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有		
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Kai Shing Management Services Limited 啓勝管理服務有限公司		
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	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發展項目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 賣方所知的影響本物業的任何待決的申索	No 沒有		

Date of Printing (Day/Month/Year): **7/3/2023**  
 印製日期（日／月／年）：

Signed by the Purchaser(s) 買方簽署

## **Annex 6**

### **附件 6**

#### **Vendor's Information Form**

#### **賣方資料表格**

Vendor 賣方	Well Success Capital Investment Limited瑞興創富有限公司 Art Faith Corporation Limited藝信有限公司 Come City Limited霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
	21/F and 22/F Penthouse 21 樓及 22 樓頂層	B
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 10,067 per month 每月港幣 元
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅（如有的話）的款額	HK\$8.00 per annum in respect of the whole of The Remaining Portion of Sub-section 2 of Section B of Inland Lot No. 1216 整個內地段第 1216 號 B 分段第 2 小分段餘段為每年港幣 8.00 元
c) The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Kai Shing Management Services Limited 啓勝管理服務有限公司
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	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發展項目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 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing (Day/Month/Year): 7/3/2023  
 印製日期（日／月／年）：

Signed by the Purchaser(s) 買方簽署

## **Annex 7**

### **附件 7**

**Acknowledgement Letter Regarding Viewing of the residential property of the Tendered Property and Furniture and Chattels**  
**關於參觀投標物業中的住宅物業及傢俱和物件的確認書**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

**1. Viewing of the Property**  
**參觀本物業**

☒ I/We hereby confirm and acknowledge that before signing of the Preliminary Agreement for Sale and Purchase of the Property (“**Preliminary Agreement**”), the Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on or before the date of this acknowledge letter.  
 本人／我們謹此確認及知悉在簽署本物業的臨時買賣合約（「**臨時合約**」）之前，賣方已開放本物業供本人／我們參觀，且本人／我們已於此確認書的日期當日或之前參觀過本物業。

☐ I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, it is not reasonably practicable for the Vendor to make the Property available for viewing by me/us.  
 本人／我們謹此確認及知悉在簽署臨時合約之前，賣方開放本物業供本人／我們參觀，並非合理地切實可行。

Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property (“**comparable residential property**”) in the Development available for viewing by me/us.

根據《一手住宅物業銷售條例》第 44(2)(b)(i)條，賣方已開放發展項目內與本物業相若的住宅物業（「**相若住宅物業**」）供本人／我們參觀。

☐ I/We have viewed the comparable residential property on or before the date of this acknowledge letter.  
 本人／我們已於此確認書的日期當日或之前參觀過相若住宅物業。

☐ I/We understand that I/we have the right to view the Property/comparable residential property before the signing of the Preliminary Agreement and the Vendor has offered to arrange me/us to view the Property/comparable residential property, however, I/we have declined to do so.  
 本人／我們明白本人／我們有權在簽署臨時合約之前參觀本物業／相若住宅物業，而賣方已邀請本人／我們參觀本物業／相若住宅物業，但本人／我們拒絕參觀。

☒ I/We also hereby confirm and acknowledge that I am/we are fully aware that after my/our signing of the Preliminary Agreement, the Property will continue to be made available for viewing by potential purchasers of other properties in the Development until my/our completion of the sale and purchase of the Property. I/We agree that I/we shall not make any objection to the same.  
 本人／我們謹此知悉及確認，在本人／我們簽署臨時合約之後，本物業將會繼續開放供發展項目其他物業之有興趣買家參觀直至本人／我們完成本物業的買賣。本人／我們同意本人／我們不得對此提出任何異議。

I/We hereby confirm and acknowledge that before the signing of the Preliminary Agreement, I/We hereby confirm and acknowledge that the Vendor 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／我們謹此確認及知悉在簽署臨時合約之前，賣方視為已符合《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的物業之要求。

2. Furniture and Chattels

傢俱和物件

☒ I/We hereby confirm and acknowledge that:

本人／我們謹此確認及知悉：

- (a) All furniture, accessories, chandeliers and feature lightings, potted plants and other chattels (“**furniture and chattels**”) currently displayed and placed at the Property will be given by the Vendor to me/us upon completion of the sale and purchase.

賣方將於完成買賣時向本人／我們贈予於本物業現有展示及安放之所有傢俱、裝飾品、吊燈及特色燈飾、盆栽植物及其他物件（「**傢俱和物件**」）。

- (b) No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the furniture and chattels. In particular, no warranty or representation whatsoever is given as to the condition and state, quality or the fitness of the furniture and chattels or as to whether the furniture and chattels are or will be in working condition. The furniture and chattels will be delivered at the Property to me/us upon completion on “the then as-is” condition.

賣方或其代表不會就傢俱和物件作出任何保證或陳述，更不會就其狀況及狀態，品質或性能，或其是否或將會是否在可運作狀況作出任何保證或陳述。傢俱和物件將於成交日以『屆時之現狀』在本物業交予本人／我們。

- (c) In any event, no objection or requisitions whatsoever shall be raised by me/us in respect of the furniture and chattels.

在任何情況下，本人／我們不得就傢俱和物件提出任何異議或質詢。

☐ I/We hereby confirm and acknowledge that the furniture and chattels placed at the Property for display purposes (if any) (other than curtains and those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase of the Property.

本人／我們謹此確認及知悉安放於本物業作展示目的之傢俱和物件（如有）（窗簾及售樓說明書內列明本物業附設之裝置、裝修物料及設備除外），將不會於完成買賣時連同本物業交予本人／我們。

☐ I/We hereby confirm and acknowledge that the furniture and chattels placed at the comparable residential property for display purposes (if any) (other than curtains and those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase of the Property.

本人／我們謹此確認及知悉安放於相若住宅物業作展示目的之傢俱和物件（如有）（窗簾及售樓說明書內列明本物業附設之裝置、裝修物料及設備除外），將不會於完成買賣時連同本物業交予本人／我們。

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

## **Annex 8**

### **附件 8**

#### **List of gifts, financial advantage or benefits**

#### **贈品、財務優惠或利益的列表**

##### **Part I**

##### **第 I 部份**

1. 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.  
賣方將就購買本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。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.  
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.  
如臨時合約及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。
4. 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.  
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。
5. All of the gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a 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.  
所有就購買本物業而連帶獲得的任何贈品、財務優惠或利益均只提供予買方及不可轉讓。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。
6. The Vendor's designated financing company does 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.  
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。

7. 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. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.

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。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。



Part II  
第 II 部份

Applicable for 180 Days Payment Plan (TB5), 360 Days Payment Plan (TC5) and 540 Days Payment Plan (TD5)

適用於 180 日付款計劃 (TB5)、360 日付款計劃 (TC5) 及 540 日付款計劃 (TD5)

1. Loan Benefit  
貸款優惠

The Purchaser may apply for ONLY ONE of the following loan benefits from the Vendor's designated financing company:

買方可向賣方的指定財務機構申請以下其中一項貸款優惠：

- (a) Standby First Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第一按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

The maximum Standby First Mortgage Loan amount shall be 80% of the Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1(a) for details.

備用第一按揭貸款的最高金額為樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄1(a)。

- (b) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))

備用第二按揭貸款（只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人）

The maximum Standby Second Mortgage Loan amount shall be 30% of the Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Appendix 1(b) for details.

備用第二按揭貸款的最高金額為樓價的30%，惟第一按揭貸款（由第一按揭銀行提供）及備用第二按揭貸款總金額不可超過樓價的80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄1(b)。

2. First 3 Years Warranty Offer  
首 3 年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of the sale and purchase of the Property rectify any defects (fair wear and tear excepted) to the Property (excluding the landscape area and potted plants (if any) and the Furniture and Chattels as set out in paragraph 3) caused otherwise than by the act or neglect of any person. The First 3 Years Warranty Offer is subject to other terms and conditions.

在不影響買方於正式合約下之權利的前提下，凡本物業（但不包括園景及盆栽（如有）及第3段所述的傢俱和物件）有欠妥之處（正常損耗除外），而該欠妥之處並非由任何人之行為或疏忽造成，買方可於本物業的成交日起計3年內向賣方發出書面

通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。首3年保修優惠受其他條款及細則約束。

### 3. Furniture and Chattels Offer 傢俱和物件優惠

The Purchaser of the residential property set out in table below will be given the furniture and chattels (“Furniture and Chattels”) currently displayed and placed at the residential property free of charge. No warranty or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect as regards the Furniture and Chattels or any of them. In particular, no warranty or representation whatsoever is given as to the condition and state, quality or the fitness whatsoever of any of the Furniture and Chattels or as to whether any of the Furniture and Chattels are or will be in working condition. The Furniture and Chattels will be delivered at the residential property to Purchaser upon completion on “the then as-is” condition. The Purchaser should arrange his/its own experts and professionals to fully check and inspect the Furniture and Chattels before purchasing the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture and Chattels. For the avoidance of doubt, the First 3 Years Warranty Offer as set out in paragraph 2 does not apply to the Furniture and Chattels. This offer is subject to other terms and conditions.

以下列表內的住宅物業之買方可免費獲贈於住宅物業現有展示及安放之傢俱和物件（『傢俱和物件』）。賣方或其代表不會就傢俱和物件作出任何保證或陳述，更不會就其狀況及狀態，品質或性能，及其是否或將會是否在可運作狀況作出任何保證或陳述。傢俱和物件將於成交日以『屆時之現狀』在住宅物業交予買方。買方應於購買住宅物業前先安排其委任之專家及專業人員全面檢查傢俱和物件。在任何情況下，買方不得就傢俱和物件提出任何異議或質詢。為免疑問，第2段所述的首3年保修優惠不適用於傢俱和物件。本優惠受其他條款及條件約束。

Flat B, 20/F, Babington Hill 巴丙頓山 20 樓 B 單位  Furniture and Chattels List 傢俱和物件清單			
Description 描述	Quantity 數量	Description 描述	Quantity 數量
Living Room and Dining Room 客廳及飯廳			
Area Rug 地毯	1	Painting 掛畫	2
Blanket 毛毯	1	Pendant Lamp 吊燈	2
Book 書	3	Place Mat 餐墊	2
Bowl 碗	2	Plate 碟	6
Candle Holder 蠟燭台	1	Potted Plant 盆栽	3
Chair 椅	6	Seat Pad 坐墊	1
Clock 鐘	1	Shelf 層架	3
Coaster 杯墊	3	Side Table 角几	1
Coffee Table 茶几	2	Sofa 沙發	1
Cushion 靠枕	4	Spoon 匙	5
Dining Table 餐桌	1	Table Lamp 檯燈	1
Display 擺設	2	Table Runner 餐布	1
Floor Cabinet 地櫃	1	Tray 托盤	1

Description 描述	Quantity 數量	Description 描述	Quantity 數量
Floor Lamp 座地燈	1	Vase with Decorative Flower 花瓶連裝飾花	3
Fork 叉	4	Wall Decoration Panel 牆身裝飾板	1
Glass 玻璃杯	2	Wall Decoration with Mirror 牆身裝飾鏡	1
Glass Container 玻璃器皿	2	Wine Glass 酒杯	4
Knife 刀	4	Wood Wall Decoration 木牆身裝飾	2
Napkin with Ring 餐巾及環	4		
Kitchen 廚房			
Candle Holder 蠟燭台	2	Glass 玻璃杯	8
Coaster 杯墊	1	Napkin 餐巾	2
Container 容器	2	Tool Holder 用具器皿	1
Cook Tools 煮食用具	5	Towel 毛巾	1
Cutting Board 砧板	1	Tray 托盤	2
Display 擺設	3	Vase with Decorative Flower 花瓶連裝飾花	1
Door Handle Cover 門把手套	2	Wine Glass 酒杯	2
Food Container 食物容器	2	Wine Rack 酒架	1
Master Bedroom 主人睡房			
Basket 籐籃	1	Napkin 餐巾	1
Bed frame 床架	1	Notebook 筆記本	1
Bedside Table 床邊几	1	Painting 掛畫	1
Blanket 毛毯	3	Pen 筆	1
Book 書	6	Pillow with Cover 枕頭及枕套	2
Candle Holder 蠟燭台	6	Quilt with Cover and Bed Sheet 被及被套連床套	1
Ceiling Lamp 天花燈	1	Shelves 層架	1
Clothes 衣服	4	Spoon 匙	1
Coffee Cup with Plate 咖啡杯連碟	1	Stool 椅子	1
Cushion 靠枕	5	Table Runner 餐布	2
Display 擺設	2	Tray 托盤	3
Door Handle Cover 門把手套	2	Vanity Desk 梳妝檯	1
Full Length Mirrors 全身鏡	1	Vase with Decorative Flower 花瓶連裝飾花	1
Hanger 衣架	6	Wall Decoration Panel 牆身裝飾板	1
Headboard 床背板	1	Wall Lamp 壁燈	1
Mattress with Bed Sheet 床褥及床套	1	Wardrobe with Shelves Set 衣櫃及連層架組合	1
Mirror 鏡	1		

Description 描述	Quantity 數量	Description 描述	Quantity 數量
Bedroom 1 睡房 1			
Book 書	8	Painting 掛畫	1
Chair 椅	1	Pen 筆	4
Clip 夾	1	Pen Box with Pen 筆盒連筆	1
Cushion 靠枕	1	Ruler 尺	1
Desk 書桌	1	Shelves 層架	2
Display 擺設	4	Stationery Tray 文具盤	1
Door Handle Cover 門把手套	2	Table Lamp 檯燈	2
Leather Mat 皮墊	1	Wall Decoration with Decorative Flower 牆身裝飾連裝飾花	2
Notebook 筆記本	1		
Bedroom 2 睡房 2			
Bed frame 床架	1	Mattress with Bed Sheet 床褥及床套	1
Bedside Cabinet 床頭櫃	1	Painting 掛畫	1
Blanket 毛毯	2	Pendant Lamp 吊燈	1
Book 書	2	Pillow with Cover 枕頭及枕套	1
Clothes 衣服	2	Quilt with Cover and Bed Sheet 被及被套連床套	1
Cushion 靠枕	2	Table Lamp 檯燈	1
Display 擺設	2	Tray 托盤	1
Door Handle Cover 門把手套	2	Wardrobe 衣櫃	1
Hanger 衣架	2	Wall Decoration 牆身裝飾	1
Headboard 床背板	1		
Bathroom 1 浴室 1			
Brush 刷	1	Potted Plant 盆栽	1
Door Handle Cover 門把手套	2	Towel 毛巾	5
Glass Container 玻璃器皿	1	Tray 托盤	1
Master Bathroom 主人浴室			
Container 容器	3	Towel 毛巾	6
Door Handle Cover 門把手套	2	Towel Rack 毛巾架	1
Potted Plant 盆栽	2	Tray 托盤	1
Store 儲物房			
Cabinet 櫃	1	Glass 玻璃杯	2
Display 擺設	1	Table Runner 餐布	1
Door Handle Cover 門把手套	2		

Flat B, 21/F and 22/F Penthouse, Babington Hill 巴丙頓山 21 樓及 22 樓頂層 B 單位 Furniture and Chattels List 傢俱和物件清單			
Description 描述	Quantity 數量	Description 描述	Quantity 數量
Living Room and Dining Room 客廳及飯廳			
Area Rug 地毯	1	Napkin Stand 餐巾座	1
Blanket 毛毯	1	Ottoman Chair 擱腳凳	1
Brass Cup 黃銅小杯	2	Painting 掛畫	1
Candle Holder 蠟燭台	6	Pendant Lamp 吊燈	2
Chair 椅	8	Plate 碟	16
Coffee Table 茶几	1	Potted Plant 盆栽	3
Container 容器	1	Seat Mat 坐墊	1
Cushion 靠枕	6	Side Table 角几	1
Dining Table 餐桌	1	Sofa 沙發	1
Display 擺設	6	Table Lamp 檯燈	1
Floor Lamp 座地燈	3	Table Runner 餐布	2
Fork 叉	8	Tray 托盤	5
Glass 玻璃杯	1	TV Cabinet with Shelf and Panel 電視櫃連層板及背板	1
Glass Bottle 玻璃樽	1	Vase with Decorative Flower 花瓶連裝飾花	6
Knife 刀	8	Wall Lamp 壁燈	1
Lounge Chair 單人椅	2	Wall Screen 屏風	1
Mirror 鏡	1	Wine Container 酒瓶	1
Mirror with Stand 鏡連座	1	Wine Glass 酒杯	8
Napkin 餐巾	8		
Kitchen and Open Kitchen 廚房及開放式廚房			
Cake Stand 蛋糕架	2	Jug 水瓶	1
Candle Holder 蠟燭台	3	Pastry Fork 糕點叉	1
Cook Tool 煮食用具	4	Place Mat 餐墊	2
Cutting Board 砧板	2	Spoon 匙	8
Decanter 醒酒器	1	Table Cloth 餐桌布	2
Dessert Tray with Cover 甜品托盤連蓋	1	Table Runner 餐布	2
Display 擺設	3	Tray 托盤	3
Food Container 食物容器	2	Vase with Decorative Flower 花瓶連裝飾花	2
Glass 玻璃杯	6	Wine Glass 酒杯	8
High Chair 高腳椅	2	Wooden Plate 木碟	1

Description 描述	Quantity 數量	Description 描述	Quantity 數量
Stair 樓梯			
Candle Holder 蠟燭台	12	Wall-mounted Flower Holder 掛牆花架	4
Flower Stand 花架	3	Wall Tray 掛牆托盤	2
Wall Decoration 牆身裝飾	2		
Master Bedroom 主人睡房			
Accessories 飾物	1	Pillow with Cover 枕頭及枕套	2
Area Rug 地毯	1	Quilt with Cover 被連被套	1
Bag 袋	1	Shelf 層架	1
Bed frame 床架	1	Storage Box 儲物盒	2
Bedside Table 床邊几	2	Sunglasses 太陽眼鏡	1
Blanket 毛毯	2	Table Lamp 檯燈	2
Book 書	3	Table Mat 桌墊	1
Book End 書頂	1	Table Runner 餐布	1
Candle Holder 蠟燭台	4	Tie 領帶	1
Clothes 衣服	6	Towel 毛巾	4
Cushion 靠枕	5	Tray 托盤	6
Display 擺設	3	Vanity Chair 梳妝椅	1
Fit Ball 健身球	1	Vanity Desk 梳妝檯	1
Glass 玻璃杯	2	Vase with Decorative Flower 花瓶連裝飾花	2
Gym Set 健身套裝	1	Wardrobe 衣櫃	1
Headboard 床背板	1	Wall Decoration 牆身裝飾	1
Mattress with Bed Sheet 床褥及床套	1	Wall Hanger 壁掛	1
Mirror 鏡	1	Wall Lamp 壁燈	2
Ottoman Chair 攔腳凳	1	Wall Mounted Mirror 掛牆鏡	1
Pendant Lamp 吊燈	1	Wall Screen 牆屏風	1
Potted Plant 盆栽	1	Yoga Block 瑜伽磚	2
Photo Frame 相架	1	Yoga Mat 瑜伽墊	1
Pilates Block 普拉提磚	3		

Description 描述	Quantity 數量	Description 描述	Quantity 數量
Bedroom 1 睡房 1			
Area Rug 地毯	1	Mattress with Bed Sheet and Cover 床褥連床套及床墊	1
Bed frame 床架	1	Pendant Lamp 吊燈	1
Blanket 毛毯	2	Pillow with Cover 枕頭及枕套	1
Cabinet 櫃	1	Potted Plant 盆栽	1
Clock 鐘	1	Shelves 層架	2
Clothes 衣服	2	Stool 椅子	1
Cup Set 茶杯套裝	1	Table Runner 餐布	2
Cushion 靠枕	2	Table Lamp 檯燈	1
Desk 書桌	1	Vase with Decorative Flower 花瓶連裝飾花	2
Display 擺設	3	Wall Decoration 牆身裝飾	1
Fabric Box 衣物盒	3	Wardrobe 衣櫃	1
Headboard 床背板	1	Wooden Board 木板	1
Bedroom 2 睡房 2			
Area Rug 地毯	1	Display 擺設	6
Book 書	14	Floor Lamp 座地燈	1
Book End 書頂	1	Folder with Clip 文件夾連夾	1
Book Rack 書架	2	Pen 筆	1
Box File 文件盒	2	Pen Holder 筆筒	1
Candle Holder 蠟燭台	1	Potted Plant 盆栽	1
Chair 椅	2	Shelf 層架	2
Clip 夾	1	Side Table 角几	1
Clipboard 寫字夾板	1	Table Cloth 桌布	1
Clock 鐘	1	Table Lamp 檯燈	1
Cup 茶杯	1	Table Mat 皮桌墊	1
Cushion 靠枕	2	Tray 托盤	2
Desk 書桌	1	Wall Decoration 牆身裝飾	1
Bedroom 3 睡房 3			
Area Rug 地毯	1	Mattress with Bed Sheet 床褥及床套	1
Bed frame 床架	1	Pen 筆	1
Bedside Table 床邊几	1	Pendant Lamp 吊燈	1
Blanket 毛毯	2	Pillow with Cover 枕頭及枕套	1
Book 書	1	Quilt with Cover 被連被套	1
Candle Holder 蠟燭台	2	Storage Box 儲物盒	2
Chair 椅	1	Table Lamp 檯燈	1

Description 描述	Quantity 數量	Description 描述	Quantity 數量
Clothes 衣服	2	Table Runner 餐布	1
Console Cabinet 邊櫃	1	Tray 托盤	1
Cushion 靠枕	1	Vase with Decorative Flower 花瓶連裝飾花	2
Display 擺設	1	Wall Decoration 牆身裝飾	1
Headboard 床背板	1	Wall Lamp 壁燈	1
Marble Tray 雲石托盤	1	Wardrobe with Desk and Screen 衣櫃連書桌及屏風	1
Lavatory 1 洗手間 1			
Towel 毛巾	1	Tray 托盤	1
Bathroom1 浴室 1			
Towel 毛巾	7	Tray 托盤	2
Towel Rack 毛巾架	1	Vase with Decorative Flower 花瓶連裝飾花	1
Bathroom 2 浴室 2			
Towel 毛巾	2	Vase with Decorative Flower 花瓶連裝飾花	1
Towel Rack 毛巾架	1		
Master Bathroom 主人浴室			
Bath Tub Tray 浴缸托盤	1	Towel 毛巾	6
Candle Holder 蠟燭台	1	Towel Rack 毛巾架	2
Container 容器	2	Tray 托盤	1
Potted Plant 盆栽	1	Vase with Decorative Flower 花瓶連裝飾花	1
Table Runner 餐布	1		
Roof 天台			
Potted Plant 盆栽	5		



- Appendix 1(a) Standby First Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
- 附錄 1(a) 備用第一按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)

The key terms of a Standby First Mortgage Loan (“First Mortgage Loan”) offered by the Vendor’s designated financing company (“designated financing company”) are as follows:

賣方的指定財務機構（『指定財務機構』）提供備用第一按揭貸款（『第一按揭貸款』）之主要條款如下：

- (I) The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.  
買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**  
指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (III) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.  
第一按揭貸款以本物業之第一法定按揭作抵押。
- (IV) The Property shall only be self-occupied by the Purchaser.  
本物業只可供買方自住。
- (V) The maximum tenor of First Mortgage Loan shall be 25 years.  
第一按揭貸款年期最長為25年。
- (VI) Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.  
首24個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.，其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.  
買方須以按月分期償還第一按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.  
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及／或銀行紀錄。指定財務機

構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人(如有)必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。

- (IX) The First Mortgage Loan shall be approved by the designated financing company independently.  
第一按揭貸款申請須由指定財務機構獨立審批。
- (X) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.  
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XI) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.  
所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方承擔所有有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須承擔其代表律師有關第一按揭貸款的律師費用及代墊付費用。
- (XII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval and the approved loan amount of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the result of credit check and assessment, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.  
買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論信貸審查及評估結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。
- (XIII) The First Mortgage Loan is subject to other terms and conditions.  
第一按揭貸款受其他條款及細則約束。
- (XIV) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the First Mortgage Loan.  
賣方無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。

- Appendix 1(b) Standby Second Mortgage Loan (only applicable to the Purchaser who is an individual or a limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s))
- 附錄 1(b) 備用第二按揭貸款(只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人)

The key terms of a Standby Second Mortgage Loan (“Second Mortgage Loan”) offered by the Vendor’s designated financing company (“designated financing company”) are as follows:

賣方的指定財務機構（『指定財務機構』）提供備用第二按揭貸款（『第二按揭貸款』）之主要條款如下：

- (I) The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the purchase price. Late loan applications will not be processed by the designated financing company.  
買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) **In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**  
指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (III) The Second Mortgage Loan shall be secured by a legal mortgage over the Property.  
第二按揭貸款以本物業之法定按揭作抵押。
- (IV) The Property shall only be self-occupied by the Purchaser.  
本物業只可供買方自住。
- (V) The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.  
第二按揭貸款年期最長為25年，或第一按揭貸款（由第一按揭銀行提供）之年期，以較短者為準。
- (VI) Interest rate for the first 24 months shall be:  
首24個月之按揭利率為：
- (If the amount of the Second Mortgage Loan does not exceed 25% of the purchase price) Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited (“Hong Kong Dollar Best Lending Rate”) minus 2.85% p.a.; or  
（如第二按揭貸款的金額不超過樓價的25%）香港上海滙豐銀行有限公司不時報價之港元最優惠利率（『港元最優惠利率』）減2.85% p.a.；或
  - (If the amount of the Second Mortgage Loan exceeds 25% of the purchase price, but does not exceed 30% of the purchase price) Hong Kong Dollar Best Lending Rate minus 2.35% p.a.,  
（如第二按揭貸款的金額超過樓價的25%，但不超過樓價的30%）港元最優惠利率減2.35% p.a.，

thereafter at Hong Kong Dollar Best Lending Rate plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.

其後之按揭利率為港元最優惠利率加1% p.a.，利率浮動。最終利率以指定財務機構審批結果而定。

- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.  
買方須以按月分期償還第二按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any). The Purchaser and his/her/its guarantor (if any) shall provide information and documents as requested by the designated financing company, otherwise, the loan application will not be processed.  
買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。買方及其擔保人（如有）必須提供指定財務機構所要求的資料及文件，否則貸款申請將不會獲處理。
- (IX) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain consent from the first mortgagee bank to apply for the Second Mortgage Loan.  
第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須得到該銀行同意辦理第二按揭貸款。
- (X) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.  
第一按揭貸款（由第一按揭銀行提供）及第二按揭貸款須由有關承按機構獨立審批。
- (XI) All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.  
所有第二按揭貸款法律文件須由賣方代表律師辦理，並由買方承擔所有有關律師費用及代墊付費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須承擔其代表律師有關第二按揭貸款的律師費用及代墊付費用。
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.  
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval and the approved loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of the result of credit check and assessment, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.  
買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定財務機構有最終決定權。不論信貸審查及評估結果結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的樓價全數。
- (XIV) This Second Mortgage Loan is subject to other terms and conditions.  
此第二按揭貸款受其他條款及細則約束。

(XV) No representation or warranty is given or shall be deemed to have been given by the Vendor as to the arrangement and the approval of the Second Mortgage Loan.

賣方無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

備註：銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

*[End of Annex 8: List of gifts, financial advantage or benefits]*

*[附件8：贈品、財務優惠或利益的列表完]*

## Annex 9

### 附件 9



## Babington Hill (巴丙頓山)

### 孖士打律師行

香港中環遮打道十號  
太子大廈十八字樓  
(港鐵中環站 K 出口)  
電話: 2843 2211 傳真: 2845 9121

### MAYER BROWN

18th Floor, Prince's Building,  
10 Chater Road, Central, Hong Kong.  
(MTR Central Station Exit K)  
Tel: 2843 2211 Fax: 2845 9121

Please make the necessary appointment and call at **MAYER BROWN of 18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Preliminary Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早(敬請預約)駕臨 香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website : [http://www.hklawsoc.org.hk/pub\\_e/aml/images/Leaflet\\_Eng.jpg](http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Eng.jpg) and bring the following to the office of MAYER BROWN when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「嚴禁清洗黑錢」之單張，該單張由售樓處派發或可在互聯網下載：  
[http://www.hklawsoc.org.hk/pub\\_e/aml/images/Leaflet\\_Chi.jpg](http://www.hklawsoc.org.hk/pub_e/aml/images/Leaflet_Chi.jpg)，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

1. The original **Preliminary Agreement for Sale and Purchase**  
正本臨時買賣合約
2. **Hong Kong Identity Card(s)** OR other identification document (if applicable) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)  
買家香港身份證或其他身份證明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
3. **CASHIER ORDER(S)** in favour of "MAYER BROWN" for part payment of purchase price (if applicable)  
**銀行本票**抬頭請寫「孖士打律師行」，以支付部份樓價(如適用)
4. Cheque in favour of "MAYER BROWN" for payment of Agreement plan fee, miscellaneous charges (see table below for details) and advance payment (see "Note/Remark" below)  
支票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預繳之費用(請參閱備註/備忘錄)
5. **CASHIER ORDER** in favour of "MAYER BROWN" for payment of stamp duty payable under the Agreement for Sale and Purchase  
**銀行本票** 抬頭請寫「孖士打律師行」，以支付有關買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:  
如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

- |  |   |
|--|---|
| a. Memorandum and Articles of Association<br>公司組織及章程   | d. Latest Business Registration Certificate (certified copy)<br>最近期之商業登記證 (驗證本) |
| b. Certificate of Incorporation (certified copy)<br>公司註冊證書 (驗證本)   | e. Board Minutes for the purchase of the premises<br>購買有關單位之公司董事會議記錄            |
| c. Latest register of directors and annual return (certified copy)<br>(Form NNC1/NAR1/ND2A/ND2B)<br>最近期之董事名冊驗證副本及公司周年申報表 (驗證本)<br>(表格 NNC1/NAR1/ND2A/ND2B) | f. Company Chop<br>公司簽署印章 (膠印)  |

**Important Notice 重要的提醒**

**Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER drawn in favour of "MAYER BROWN"**

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

**If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.**

如果直接以現金存款方式付款或由第三者付款，我們或須要對資金來源和第三者作進一步盡職調查，就此可能引致交易延誤。

**TABLE OF CHARGES (for reference only) - subject to final confirmation and adjustment**  
**收費表 (祇供參考之用須作最後確認及調整)**

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	<p>Formal Agreement for Sale and Purchase 正式買賣合約</p> <p><b>Note 1</b>  <u>Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "Mayer Brown"</u></p> <p><b>備註 1</b>  <u>買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」</u></p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<ol style="list-style-type: none"> <li>Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00</li> <li>Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)]</li> <li>#Registration fee: \$210.00 #登記費: \$210.00</li> <li><b>Part</b> of certified copy charges of title deeds: \$15,000.00 <b>部份</b>業權契據認證副本費用: \$15,000.00</li> <li>Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費 (只適用於公司買家): \$200.00</li> <li>Plan fee for Agreement (subject to the final confirmation by the architect) 買賣合約圖則費 (以則師最後收費為準) (Please see Plan Fees Schedule) (請參閱圖則費目錄表)</li> <li>Stamp Duty and Buyer's Stamp Duty: 印花稅及買家印花稅: (please see Note on Stamp Duty) (請參閱印花稅須知)</li> <li>Statutory Declaration to Stamp Office (if necessary): \$600.00 each 擬備印花稅署之法定聲明(如需要): 每份\$600.00</li> </ol>

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
II.	<p>(a) First Mortgage 第一按揭契</p> <p>Loan Amount: 貸款額</p> <p>(i) not exceeding \$5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) &amp; (c)] [見備忘錄 (b)及(c)]</p> <p>\$5,000.00</p> <p>\$7,000.00</p> <p>\$8,500.00</p> <p>0.1% of Loan Amount</p>	<p>1. Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00</p> <p>2. #Registration fee: \$450.00 #登記費: \$450.00</p> <p>3. #Adjudication fee for First Mortgage (if applicable): \$50.00 第一按揭契 裁定費(若適用): \$50.00</p> <p>4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00 #公司註冊處按揭登記費 (只適用於公司買家): \$340.00</p> <p>5. #Bankruptcy/winding up search fees: \$98.00 (each) #個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)</p> <p>6. Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費(只適用於公司買家): \$200.00</p>
	<p>(b) Second Mortgage 第二按揭契</p>	<p>[see Note (b) &amp; (c)] [見備忘錄 (b)及(c)]</p> <p>\$6,000.00</p>	<p>1. Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00</p> <p>2. #Registration fee: \$450.00 #登記費: \$450.00</p> <p>3. #Adjudication fee for Second Mortgage: \$50.00 第二按揭契 裁定費: \$50.00</p> <p>4. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00 #公司註冊處按揭登記費 (只適用於公司買家): \$340.00</p> <p>5. #Bankruptcy/winding up search fees: \$98.00 (each) #個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)</p> <p>6. Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費(只適用於公司買家): \$200.00</p>



Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
	<p>(c) If both of the First Mortgage and Second Mortgage shall be handled by Mayer Brown 如第一按揭及第二按揭均由孖士打律師行辦理</p> <p>First Mortgage Loan Amount : 第一按揭貸款額</p> <p>(i) not exceeding \$ 5,000,000.00 不超過\$5,000,000.00</p> <p>(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) &amp; (c)] [見備忘錄 (b)及(c)]</p> <p>\$9,000.00</p> <p>\$11,000.00</p> <p>\$12,500.00</p> <p>0.1% of Loan Amount + \$4,000.00</p>	<p>Please refer to Item II. (a) and (b) Column (B) 請參閱 II.(a)及(b)項(B)欄</p>
III.	Assignment 樓契	[see Note (a)] [見備忘錄 (a)]	<p>1. Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00</p> <p>2. #Registration fee: \$450.00 #登記費: \$450.00</p> <p>3. Plan fee for Assignment (subject to the final confirmation by the architect) 樓契圖則費 (以則師最後收費為準) Please see Plan Fees Schedule (請參閱圖則費目錄表)</p> <p>4. Certified copies charges for <b>remaining</b> title deeds and documents : approximately \$10,800.00 (to be confirmed before completion) <b>剩餘</b>業權契據認證副本: 約\$10,080.00 (成交前確認)</p> <p>5. Stamp Duty: \$100.00 印花稅: \$100.00</p> <p>6. Levy to Property Management Services Authority: \$350.00 物業管理業監管局徵款: \$350.00</p> <p>7. Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費(只適用於公司買家): \$200.00</p>

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
		8. Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄 (只適用於有限公司買家): \$500.00

# The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

# 上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

**Note 備忘錄:**

(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser buying unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之一手買方及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用（但不包括收費表 B 項所列之雜項費用）將獲豁免。

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商律師處理正式買賣合約的律師費（買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項）。

(iii) Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of Advice is HK\$1,500.00 for each set. The cost does not include the preparation of Guarantee. 若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

- (c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage and the Guarantee. 事實上，孖士打律師行將會代表包括銀行之按揭承按人（而並不代表買方，借款人或擔保人）處理按揭契及擔保書。

**Other Charges (If applicable)**  
**其他費用(若適用)**

1.	<p>(a) Guarantee for 1<sup>st</sup> Mortgage and/or 2<sup>nd</sup> Mortgage  第一按揭及/或第二按揭擔保書</p> <p>(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice  向可能受不正當影響的一方提供法律意見及擬備確認書費用</p>	<p>\$2,500.00 each  每份 \$2,500.00</p> <p>\$1,500.00 each set  每套 \$1,500.00</p>
2.	<p>(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution  公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄</p>	<p>\$2,500.00 for each Company  每間公司每套\$2,500.00</p>
3.	<p>Supplemental Agreement  補充合約</p>	<p>\$2,500.00 each  (exclusive of disbursements)  每份 \$2,500.00  (不包括雜項費用)</p>
4.	<p>Power of Attorney  授權書</p>	<p>\$3,000.00 each  (exclusive of disbursements)  每份 \$3,000.00  (不包括雜項費用)</p>
5.	<p>For foreign corporate purchasers :</p> <p>(a) fees for obtaining foreign lawyers' opinion  (b) obtaining up-to-date confirmation or opinion</p> <p>(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included)  (適用於海外公司買家):  (a) 安排海外律師法律意見之費用  (b) 安排海外律師更新法律意見或確認法律意見之費用  (註: 海外律師費及須支付海外律師之支出費用等並不包括在內)</p>	<p>\$6,500.00  \$1,500.00</p>
6.	<p>Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.  上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等), 收費將會按所需時間計算。有關費用之報價可應要求另外提供。</p>	

## Note on Stamp Duty (印花稅須知)

### Special Stamp Duty 「額外印花稅」

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, the Government has adjusted the duty rates and extend the coverage period in respect of the Special Stamp Duty (“SSD”). SSD shall be charged on the Purchaser and/or the Sub-Purchaser on transactions in residential properties of resale if the properties are acquired on or after 27 October 2012 and resold within 36 months after acquisition.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已修訂印花稅條例，調整「額外印花稅」的稅率及延長有關的物業持有期。如住宅物業是於 2012 年 10 月 27 日或以後購入，並在購入後 36 個月內轉售，在轉售該住宅物業交易中，將收取轉售方及或買方額外之印花稅「額外印花稅」。

### Buyer's Stamp Duty 「買家印花稅」

Pursuant to the Stamp Duty (Amendment) Ordinance 2014 gazetted on 28 February 2014, a Buyer's Stamp Duty (“BSD”) is chargeable at a flat rate of 15% for all residential properties acquired on or after 27 October 2012 acquired by any person or company (regardless of where it is incorporated), except a Hong Kong Permanent Resident.

根據於 2014 年 2 月 28 日刊憲的《2014 年印花稅(修訂)條例》，政府已引入「買家印花稅」。香港永久性居民以外的任何人士或公司(不論在何地註冊) 於 2012 年 10 月 27 日或以後購入住宅物業，均須繳交 15% 的「買家印花稅」。

### Ad valorem stamp duty 「從價印花稅」

The Government announced that the Stamp Duty Ordinance would be amended to adjust the value bands on which the ad valorem stamp duty (“AVD”) at Scale 2 rates apply. The Government will introduce the Stamp Duty (Amendment) Bill 2023 (the Bill) into the Legislative Council to take forward the proposed adjustment. The Chief Executive has also made the Public Revenue Protection (Stamp Duty) Order 2023 (the Order) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. Pursuant to the Order, the new value bands are applicable to any instrument executed at 11 am on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

政府宣布將修訂《印花稅條例》，調整「從價印花稅」第 2 標準稅率的稅階。政府將向立法會提交《2023 年印花稅(修訂)條例草案》(《條例草案》)以落實該建議。行政長官亦已根據《公共收入保障條例》(第 120 章)作出《2023 年公共收入保障(印花稅)令》(《命令》)，使《條例草案》在制定成法律前具有十足法律效力。根據《命令》，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收「從價印花稅」的文書。

Pursuant to the Stamp Duty (Amendment) (No.2) Ordinance 2014 gazetted on 25 July 2014, the Government has further amended the Stamp Duty Ordinance to the effect that any agreement for sale for the acquisition of any residential property executed on or after 23 February 2013, either by an individual or a company, will be subject to higher rates (i.e. Scale 1) of AVD unless specifically exempted or excepted therein (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong), and that the charging of AVD on non-residential property transactions shall be advanced from the conveyance on sale to the agreement for sale.

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，政府已進一步修訂印花稅條例。任何以個人或公司名義在 2013 年 2 月 23 日或以後就購買住宅物業所簽立的買賣協議，除非修訂條例有特別豁免(例如買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，均須按較高稅率(即第 1 標準)徵收「從價印花稅」，並且推前向非住宅物業交易徵收「從價印花稅」，由向售賣轉易契徵收改為向買賣協議徵收。

Pursuant to the Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018, 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 new AVD rate (calculated at Part 1 of Scale 1, i.e. a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

根據於 2018 年 1 月 19 日刊憲的《2018 年印花稅(修訂)條例》，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，均須按新的「從價印花稅」稅率(按第 1 標準第 1 部計算)繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

According to the Stamp Duty (Amendment) (No. 2) Ordinance 2018, unless specifically exempted or otherwise provided in the law, acquisition of more than one residential property under a single instrument executed on or after 12 April 2017 will be subject to the Flat Rate AVD, even if the purchaser is 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.

根據 2018 年印花稅(修訂)(第 2 號)條例，除獲特定豁免或另有法律規定外，於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，即使買方是代表自己行事，且在香港沒有擁有任何其他住宅物業的香港永久性居民，若以一份文書取得多於一個住宅物業，均須繳納劃一從價印花稅。

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*Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.*

有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

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**Calculation of Buyer's Stamp Duty**  
**買家印花稅計算方法如下**

15% of the consideration  
樓價的 15%

**Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)**  
**從價印花稅按較低稅率(第 2 標準)計算方法如下**

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
( a ) Up to \$3,000,000	\$100
( b ) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
( c ) \$3,528,241 to \$4,500,000	1.5%
( d ) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
( e ) \$4,935,481 to \$6,000,000	2.25%
( f ) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
( g ) \$6,642,861 to \$9,000,000	3.00%
( h ) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
( i ) \$10,080,001 to \$20,000,000	3.75%
( j ) \$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
( k ) \$21,739,121 and above	4.25%

**Calculation of Ad Valorem Stamp Duty at higher rates (Part 1 of Scale 1)**  
**從價印花稅按較高稅率(第 1 標準第 1 部)計算方法如下**

15% of the consideration  
樓價的 15%

**Babington Hill 巴西頓山**  
***Plan Fees Schedule***

Floor	Unit	Agreement Plan	Assignment Plan
1/F-3/F & 5/F	A, B, C, D	\$500 ( each unit for 1 set )	\$1,500 ( each unit for 1 set )
6/F-12/F & 15/F-16/F	A, B, C, D, E	\$500 ( each unit for 1 set )	\$1,500 ( each unit for 1 set )
17/F-19/F	A, B, C, D	\$500 ( each unit for 1 set )	\$1,500 ( each unit for 1 set )
20/F	A, B, C	\$500 ( each unit for 1 set )	\$1,500 ( each unit for 1 set )
21/F-22/F & Roof	A, B, C	\$1,500 ( each unit for 3 sets )	\$4,500 ( each unit for 3 sets )

Residential Car Parking Space	\$300 ( 1 set )	\$1,000 ( 1 set )
Residential Motor Cycle Parking Space	\$300 ( 1 set )	\$1,000 ( 1 set )

**Enquiry 查詢**

Purchaser may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) (except Saturdays and Public Holidays) for enquiring about signing the formal Agreement for Sale and Purchase.

如有，請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六及公眾假期除外)，與下列負責職員聯絡諮詢有關簽署正式買賣合約問題。

**Babington Hill (巴丙頓山)**  
**No.23 Babington Path, Hong Kong**

Flat	A	B	C	D	E
<b>1/F</b>	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	---
<b>2/F</b>	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	---
<b>3/F</b>	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	---
<b>5/F</b>	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	---
<b>6/F</b>	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243
<b>7/F</b>	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262	Ms. Ng 伍小姐 (YTM/en) Tel: 2843 4262
<b>8/F</b>	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232
<b>9/F</b>	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490	Mr. Chan 陳先生 (YTM/jcmt) Tel: 2843 2490
<b>10/F</b>	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314	Ms. So 蘇小姐 (WM/ypso) Tel: 2843 4314
<b>11/F</b>	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476	Ms. Chan 陳小姐 (YTM/aypc) Tel: 2843 4476
<b>12/F</b>	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275
<b>15/F</b>	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573
<b>16/F</b>	Mr. Wong 黃先生 (LYC/kyw) Tel: 2843 2220	Mr. Wong 黃先生 (LYC/kyw) Tel: 2843 2220	Ms. Tam 譚小姐 (LYC/emht) Tel: 2843 2480	Ms. Tam 譚小姐 (LYC/emht) Tel: 2843 2480	Ms. Tam 譚小姐 (LYC/emht) Tel: 2843 2480
<b>17/F</b>	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	---
<b>18/F</b>	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Ng 伍小姐 (WM/vwsn) Tel: 2843 2243	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	Ms. Tsui 徐小姐 (WM/amlt) Tel: 2843 4232	---
<b>19/F</b>	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	Ms. Choi 蔡小姐 (ZHYL/dlsc) Tel: 2843 2585	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	Mr. Chak 翟先生 (ZHYL/chak) Tel: 2843 4266	---
<b>20/F</b>	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	Ms. Chung 鍾小姐 (ZHYL/mcwy) Tel: 2843 2299	---	---
<b>21/F and 22/F Penthouse</b>	Mr. Wong 黃先生 (LYC/kyw) Tel: 2843 2220	Mr. Law 羅先生 (LYC/acml) Tel: 2843 4573	Ms. Wong 黃小姐 (LYC/amyw) Tel: 2843 2275	---	---

Total : 79 units



## 律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

### 個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

### 公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。該些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關人的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

通過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

### 常見問題

**香港律師會為何要求律師向客戶索取有關身份證明及核實資料？**

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議，香港律師會亦為此作出配合。

**除身份證明文件外，律師還會進一步索取其他資料嗎？**

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？

- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

### 何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。總例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

### 我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

**律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？**

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

- ☒ 身份不明
- ☐ 不尋常的指示
- ☐ 不尋常的結算要求



## 你我攜手為香港把關 Gatekeeping for HK SAR

配合香港履行打擊清洗黑錢之國際責任  
你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling  
International Obligations on Anti-Money Laundering



## Keep Money Laundering Away from Hong Kong

### Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before conducting transactions:

#### For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- Particulars of occupation or business

#### For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

Lawyers will also need information on the nature, purpose, and source of funding for the transactions. More detailed information may be required for more complex or larger transactions. The new measures are now effective.

The requirement for lawyers to obtain client identification and gather information represents the

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to

disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

#### Frequently Asked Questions

**Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?**

The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfill its international obligations as a member of the Financial Action Task Force on Money Laundering, an international governmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

**Apart from requesting identification information, will my lawyer ask me further questions?**

Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- What is the source of funding?

Additional information may be necessary for complex or unusually large transactions.

**What is meant by suspicious transaction?**

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving-

- A secretive entity
- Unusual instructions
- Unusual settlement requests

**What if I do not want to disclose my information?**

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

**What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?**

Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

A secretive entity

Unusual instructions

Unusual settlement requests



# Annex 11

## 附件 11

### False Ceiling Height Plan 假天花高度圖

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司			
Development/Address 發展項目/地址	Babington Hill/23 Babington Path, Hong Kong 巴丙頓山/香港巴丙頓道23號			
Property 本物業	Tower 座數	Flat 單位	Floor 樓層	
	Babington Hill 巴丙頓山		20	

Ceiling (6)  
The Purchaser agrees and accepts the False Ceiling Height of such parts of the Property as shown coloured on the floor plan and understands that due to the structural and building services design requirement, false Ceiling Height may vary subject to as-built condition.  
買方同意並接受本物業在下圖中以顏色顯示之部份的假天花高度，買方亦明白假天花高度會因應結構及大廈設施設計需要而有差異，以現場狀況為準。

"False Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling at the floor which the Property situated and the top surface of the floor of the Property.  
(For ceiling height between concrete structures, please refer to the approved structural framing plans.)  
(The plan is for identification only)  
"假天花高度"指本物業所屬樓層之建築假頂及/或假天花底與本物業樓面之高度距離。  
(此圖僅供識別之用)

20/F Floor Plan  
20樓樓面平面圖



#### LEGEND 圖例

[Green]	False Ceiling Height at 3050-3150mm (From Finishes Floor Level) 假天花高度為3050-3150毫米 (從飾面樓面水平起計)
[Blue]	False Ceiling Height at 2950-3050mm (From Finishes Floor Level) 假天花高度為2950-3050毫米 (從飾面樓面水平起計)
[Orange]	False Ceiling Height at 2850-2950mm (From Finishes Floor Level) 假天花高度為2850-2950毫米 (從飾面樓面水平起計)
[Yellow]	False Ceiling Height at 2750-2850mm (From Finishes Floor Level) 假天花高度為2750-2850毫米 (從飾面樓面水平起計)
[Pink]	False Ceiling Height at 2650-2750mm (From Finishes Floor Level) 假天花高度為2650-2750毫米 (從飾面樓面水平起計)
[Light Blue]	False Ceiling Height at 2550-2650mm (From Finishes Floor Level) 假天花高度為2550-2650毫米 (從飾面樓面水平起計)
[Light Green]	False Ceiling Height at 2450-2550mm (From Finishes Floor Level) 假天花高度為2450-2550毫米 (從飾面樓面水平起計)
[Light Yellow]	False Ceiling Height at 2350-2450mm (From Finishes Floor Level) 假天花高度為2350-2450毫米 (從飾面樓面水平起計)

SCALE : 0M(米) 5M(米) 10M(米)  
比例尺: 0M(米) 5M(米) 10M(米)

Purchaser(s) 買方	
I.D./Passport No. 身份證/護照號碼	
Date 日期	(undated upon tender submission) (投標時不填上日期)
Signed by the Purchaser(s) 買方簽署	

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.  
如本文件所載之文字之中文文本有任何歧義，一切以英文文本為準。

Ceiling (6)

False Ceiling Height Plan 假天花高度圖

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 聚城有限公司		
Development/Address 發展項目/地址	Babington Hill/23 Babington Path, Hong Kong 巴西頓山/香港巴西頓道23號		
Property 本物業	Tower 座數	Flat 單位	Floor 樓層
	Babington Hill 巴西頓山		21/F and 22/F Penthouse 21樓及22樓頂層

The Purchaser agrees and accepts the False Ceiling Height of such parts of the Property as shown coloured on the floor plan and understands that due to the structural and building services design requirement, False Ceiling Height may vary subject to as-built condition.  
買方同意並接受本物業在下圖中以顏色顯示之部份的假天花高度，買方亦明白假天花高度會因應結構及大廈服務設計需要而有差異，以現狀為準。

"False Ceiling Height" refers to the height between the underside of any architectural bulkhead and/or false ceiling at the floor which the Property sits and the top surface of the floor of the Property.  
(For ceiling height between concrete structures, please refer to the approved structural framing plans.)  
(The plan is for identification only)  
「假天花高度」指本物業所處樓層之建築結構及/或假天花底與本物業地台頂面之高度距離。  
(此圖僅供識別之用)



21/F Penthouse Floor Plan

21樓頂層樓面平面圖



SCALE : 5M(米) 10M(米)  
比例尺 : 0M(米)

LEGEND  
圖例

False Ceiling Height at 3150-3250mm (From Finishes Floor Level) 假天花高度為3150-3250毫米 (從飾地台面水平起計)	False Ceiling Height at 3050-3150mm (From Finishes Floor Level) 假天花高度為3050-3150毫米 (從飾地台面水平起計)	False Ceiling Height at 2950-3050mm (From Finishes Floor Level) 假天花高度為2950-3050毫米 (從飾地台面水平起計)	False Ceiling Height at 2850-2950mm (From Finishes Floor Level) 假天花高度為2850-2950毫米 (從飾地台面水平起計)	False Ceiling Height at 2750-2850mm (From Finishes Floor Level) 假天花高度為2750-2850毫米 (從飾地台面水平起計)	False Ceiling Height at 2650-2750mm (From Finishes Floor Level) 假天花高度為2650-2750毫米 (從飾地台面水平起計)	False Ceiling Height at 2550-2650mm (From Finishes Floor Level) 假天花高度為2550-2650毫米 (從飾地台面水平起計)	False Ceiling Height at 2450-2550mm (From Finishes Floor Level) 假天花高度為2450-2550毫米 (從飾地台面水平起計)	False Ceiling Height at 2350-2450mm (From Finishes Floor Level) 假天花高度為2350-2450毫米 (從飾地台面水平起計)	False Ceiling Height at 2250-2350mm (From Finishes Floor Level) 假天花高度為2250-2350毫米 (從飾地台面水平起計)	False Ceiling Height at 2150-2250mm (From Finishes Floor Level) 假天花高度為2150-2250毫米 (從飾地台面水平起計)
--	--	--	--	--	--	--	--	--	--	--

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.  
如本文件有中文及英文文本有任何歧義，一切以英文文本為準。

Purchaser(s) 買方	
I.D./Passport No. 身份證/護照號碼	
Date 日期	(undated upon tender submission) (投標時不填上日期)
Signed by the Purchaser(s) 買方簽署	

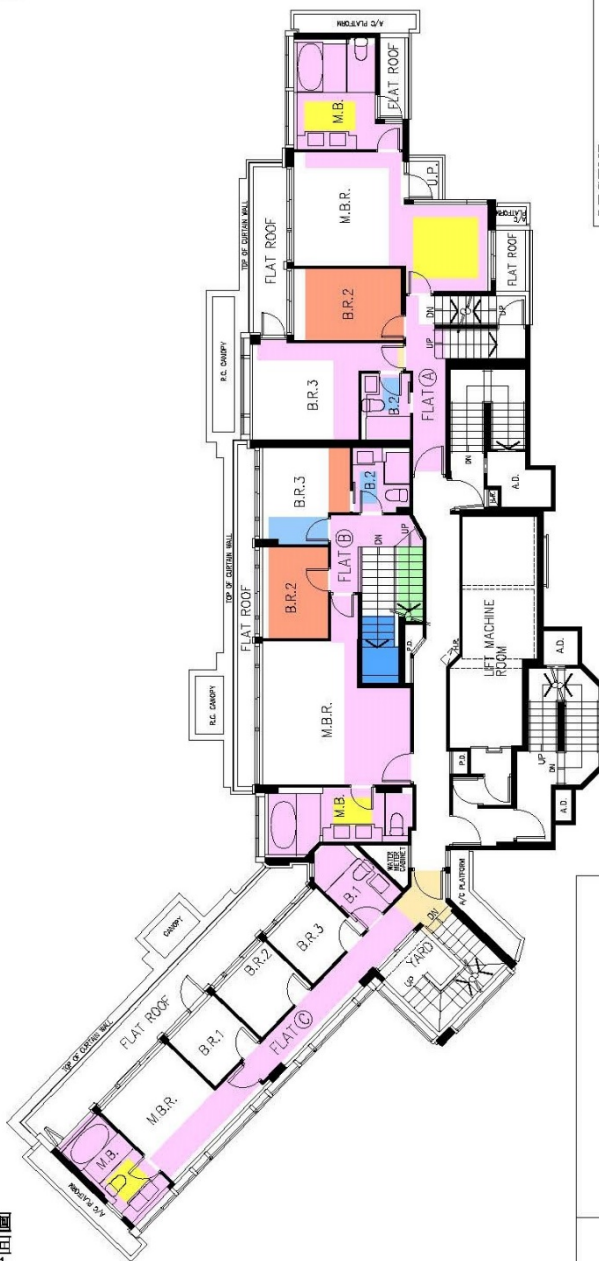
**Annex 11**  
**附件 11**

## False Ceiling Height Plan 假天花高度圖

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司		
Development/Address 發展項目/地址	Babington Hill/23 Babington Path, Hong Kong 巴丙頓山/香港巴丙頓道23號		
Property 本物業	Tower 座數	Flat 單位	Floor 樓層
	Babington Hill 巴丙頓山		21/F and 22/F Penthouse 2樓及22樓頂層

22/F Penthouse Floor Plan

22樓頂層樓面平面圖



LEGEND  
圖例

- |   |                               |
|---|-------------------------------|
| False Ceiling Height at 3150-3250mm (From Finishes Floor Level) | 假天花高度為3150-3250毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2850-2950mm (From Finishes Floor Level) | 假天花高度為2850-2950毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2750-2850mm (From Finishes Floor Level) | 假天花高度為2750-2850毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2650-2750mm (From Finishes Floor Level) | 假天花高度為2650-2750毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2550-2650mm (From Finishes Floor Level) | 假天花高度為2550-2650毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2450-2550mm (From Finishes Floor Level) | 假天花高度為2450-2550毫米 (從飾面樓面水平起計) |
| False Ceiling Height at 2250-2350mm (From Finishes Floor Level) | 假天花高度為2250-2350毫米 (從飾面樓面水平起計) |

SCALE :  10M(米)

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載之文字中英文文本有任何歧義，一切以英文文本為準。

Purchaser(s) 買方	
I.D./Passport No. 身份證/護照號碼	
Date 日期	(undated upon tender submission) (投標時不填上日期)
Signed by the Purchaser(s) 買方簽署	



## **Annex 12** **附件 12**

### **Acknowledgement Letter Regarding the Open Kitchen (if any) and Curtains (with floor plan)** **關於開放式廚房（如有）及窗簾的確認書（連樓面平面圖）**

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path/ 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that:-

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署臨時買賣合約前明白和接納：

1. This paragraph 1 shall apply if the Property has an open kitchen (as shown on the plan for the purpose of identification only):-

如本物業設有開放式廚房（如附圖則所顯示，僅作識別之用），則本第1段適用：

- (a) I/We shall be responsible for maintenance and annual inspection of the sprinkler system, smoke detectors and FRR Wall (the "**Fire Service Installations**") as shown on plan (for the purpose of identification only) annexed hereto within the Property.

本人／吾等將會負責保養及每年檢查本物業內的花灑系統、消防烟霧偵測器及耐火等級牆（「**該等消防裝置**」），如附圖則所顯示（僅作識別之用）。

- (b) I/We shall not (i) alter, remove or obstruct any smoke detectors provided inside the living room of the Property and at the common lobby outside the Property; (ii) alter, remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of the Property; or (iii) alter or remove the FRR Wall of the Property. I/we shall keep and maintain the Fire Service Installations in good (workable) condition at my/our own costs and expenses.

本人／吾等不得(i)改動、拆除或干擾在本物業的客廳內及本物業外的公用大堂提供的任何消防烟霧偵測器；(ii)改動、拆除或妨礙在本物業開放式廚房之上的天花板所提供的消防花灑頭；或(iii)改動或拆除本物業的耐火等級牆。本人／吾等會自費維護及保養該等消防裝置使其處於良好（可操作）狀況。

- (c) I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment, materials and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our cost and expense) regular and annual inspection and/or certificate of the Fire Service Installations.

本人／吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備、物料及器具下於所有合理時間進入本物業，藉以對該等消防裝置進行定期及年度檢查及／或核

證（費用及開支由本人／吾等承擔）。

- (d) In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan (as defined in Deed of Mutual Covenant and Management Agreement in respect of Babington Hill ("**DMC**")), in particular the provisions set out under the fifth schedule to the DMC, and make it a condition in the relevant agreement (if any).  
若本人／吾等放棄管有本物業，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵守消防安全管理計劃（按巴丙頓山的公共契約及管理協議定義（「**公契**」）），尤其是公契附表五所列的條款，並將此規定列為相關租約（如有）的一項條件。
- (e) The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and regular and annual inspection of the Fire Service Installations shall be borne by me/us on demand. For the avoidance of doubt, such regular and annual inspection costs and expenses do not form part of the management fees.  
本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對該等消防裝置進行保養及定期及年度檢查所產生的費用及開支。為免疑問，該定期及年度檢查費用及開支並不構成管理費的一部份。
2. I am/We are fully aware that (i)(a) curtains at Living/Dining Room, Bedroom(s) and Bathroom(s) (if any) as shown on plan (for the purpose of identification only) annexed hereto and/or (b) five potted plants at the flat roof (if any) will be provided in the Property upon completion of the sale and purchase of the Property; (ii) the plan shows the approximate locations and layout of the curtain(s) only and the actual locations may vary subject to as-built conditions; (iii) the Purchaser shall not make any objection to the design, colour or materials of the curtain(s) (if any) nor the type, species, size and height and physical condition of the potted plants; and (iv) the plan is for reference only and shall not be treated as the floor plan of the Property. For details of the floor plan of the Property, please refer to the sales brochure.  
本人／吾等簽署本物業的臨時買賣合約前已清楚明白(i)賣方將於本物業成交時於本物業內提供(a)窗簾於客／飯廳、睡房及浴室（如有），如附圖則所顯示（僅作識別之用）及／或(b)盆栽5盆於平台（如有）；(ii)圖則只顯示窗簾（如有）的大概位置，實際的位置現乎現場情況而定；(iii)買方就窗簾（如有）的設計、顏色或物料及盆栽的種類、品種、尺寸、高度及狀況均不得提出異議；及(iv)圖則只供參考，而不應被視為本物業的樓面平面圖。有關本物業的樓面平面圖的詳情，請參考售樓說明書。
3. The parties do not intend any term of this letter to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "**CRTPO**") and agree that this letter shall be excluded from the application of the CRTPO.  
雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》（第623章）（「**該條例**」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above.

本人／吾等確認及聲明本人／吾等同意購入本物業時已完全知悉並接受和同意上述事項。

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

Floor Plan 樓面平面圖  
(For Identification Purpose Only)  
(只作辨識用途)

20/F FLOOR PLAN  
20樓樓面平面圖



SCALE : 0M(米) 5M(米) 10M(米)  
比例尺 : 0M(米) 5M(米) 10M(米)

LEGEND 圖例	
C	MANUALLY OPERATED CURTAIN 手動窗簾
MC	MOTORIZED CURTAIN 電動窗簾
⊙	SPRINKLER HEAD 消防花灑頭
Ⓢ	SMOKE DETECTOR 消防煙霧偵測器

The Purchaser acknowledges and accepts that there will be sprinkler heads and smoke detectors installed at the ceiling of the Property and FRR wall within the Property, as shown on the floor plan and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and FRR wall are fire service installations and shall be maintained by the Purchaser at his/her own costs.

買方確認及接受，根據適用於發展項目的消防安全管理計劃的要求，本物業的天花將會安裝有消防花灑頭及消防煙霧偵測器及本地鐵內將會安裝有耐火等裝置，如上面所示。消防花灑頭、消防煙霧偵測器及耐火等裝置為消防裝置，並須由買家自負保養。

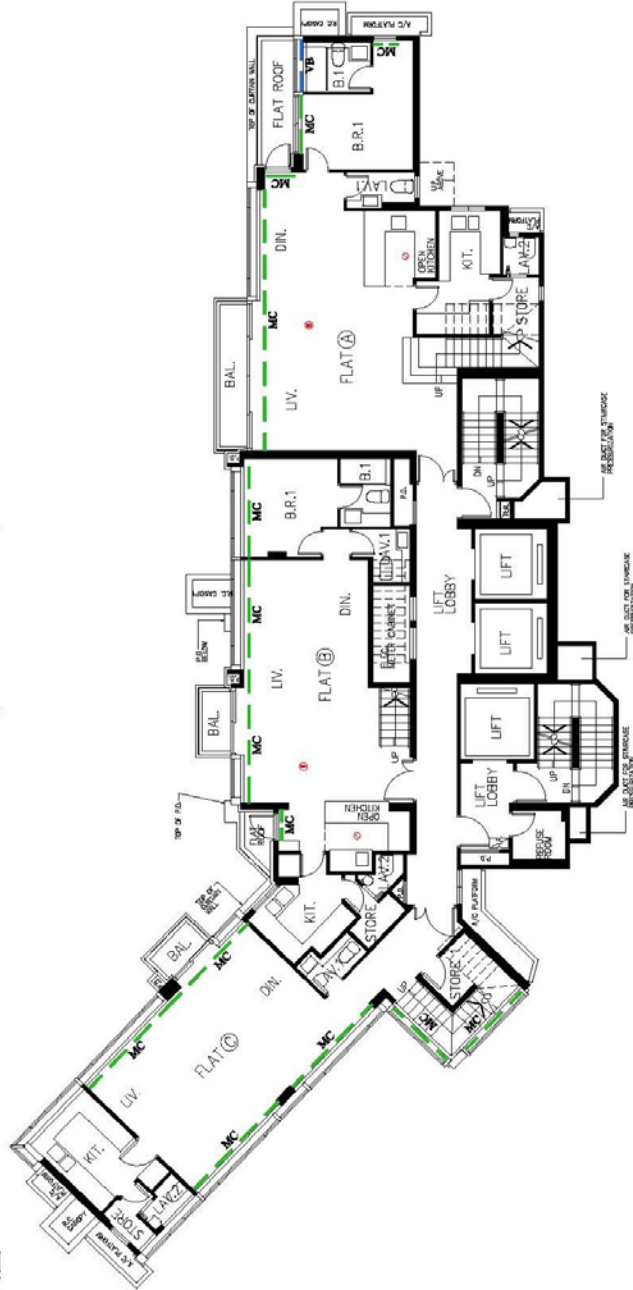
In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.  
如本文件所載的中文之英文本有任何歧異，一切以英文本為準。

Vendor 賣方	Well Success Capital Investment Limited 瑞興資本有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 藝城有限公司		
Development/Address 發展項目/地址	Babington Hill 23 Babington Path, Hong Kong 巴利頓山香港巴利頓道23號		
Property 本物業	Floor 樓層	20	
Purchaser(s) 買方			
I.D. / Passport No. 身份證 / 護照號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		
Signed by the Purchaser(s) 買方簽署			



Floor Plan 樓面平面圖  
(For Identification Purpose Only)  
(只作辨識用途)

21/F PENTHOUSE FLOOR PLAN  
21樓頂層樓面平面圖



SCALE : 10M(米)  
比例尺: 10M(米)

LEGEND 圖例	
VB	手動百頁簾
MC	電動窗簾
⊙	消防花灑頭
Ⓢ	消防煙霧偵測器

The Purchaser acknowledges and accepts that there will be sprinkler heads and smoke detectors installed at the ceiling of the Property and FRR wall within the Property, as shown on the floor plan and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and FRR wall are fire service installations and shall be maintained by the Purchaser at his/her own costs.

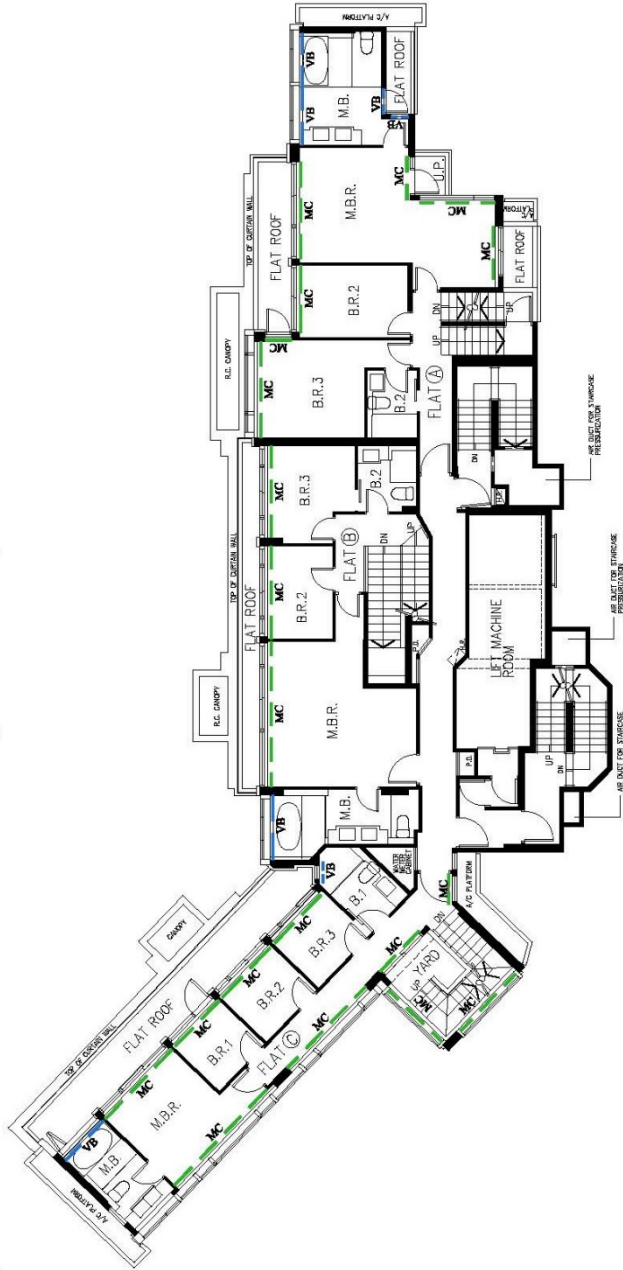
買方確認及接受，根據適用於發展項目的消防安全管理計劃的要求，本物業的天花將會安裝有消防花灑頭及消防煙霧偵測器及本物業內將會設有耐火等裝置，如圖中所示。消防花灑頭、消防煙霧偵測器及耐火等裝置為消防裝置，並須由買家自負保養。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.  
如本文件所載的中文與英文有任何歧異，一切以英文文本為準。

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司
Development/Address 發展項目/地址	Art Faith Corporation Limited 藝信有限公司 Come City Limited 藝城有限公司 Babington Hill/23 Babington Path, Hong Kong 巴利頓山/香港巴利頓徑23號
Property 物業	Floor 樓層 21/F and 22/F Penthouse 21樓及22樓頂層
Purchaser(s) 買方	
ID / Passport No 身份證 / 護照號碼	
Date 日期	
Signed by the Purchaser(s) 買方簽署	

22/F PENTHOUSE FLOOR PLAN  
22樓頂層樓面平面圖

Floor Plan 樓面平面圖  
(For Identification Purpose Only)  
(只作辨識用途)



SCALE : 10M (米) 5M (米)  
比例尺 : 10M (米) 5M (米)

LEGEND  
圖例

- VB MANUALLY VENETIAN BLIND 手動百葉簾
- MC MOTORIZED CURTAIN 電動窗簾

The Purchaser acknowledges and accepts that there will be sprinkler heads and smoke detectors installed at the ceiling of the Property and FRK wall within the Property, as shown on the floor plan and as required by the Fire Safety Management Plan applicable to the Development. The sprinkler heads, smoke detectors and FRK wall are fire service installations and shall be maintained by the Purchaser at his/her own costs.

買方確認及接受，根據適用於發展項目的消防安全管理計劃的要求，本物業的天花將會安裝有消防花灑及消防煙感偵測器及本物業內將會設有雨火等裝置，如上圖中所示。消防花灑頭、消防煙感偵測器及雨火等裝置為消防裝置，並須由買家自費保養。

In the event of any conflict or discrepancy between the Chinese and English version of the text contained herein, the English version shall prevail.

如本文件所載的文字之中英文本有任何歧異，一切以英文文本為準。

Vendor 賣方	Well Success Capital Investment Limited 瑞興創富有限公司 Art Faith Corporation Limited 藝信有限公司 Come City Limited 嘉城有限公司
Development/Address 發展項目/地址	Babington Hill/23 Babington Path, Hong Kong 巴內頓山/香港巴內頓道23號
Property 物業	21/F and 22/F Penthouse 21樓及22樓頂層
Purchaser(s) 買方	
I.D. / Passport No. 身份證 / 護照號碼	
Date 日期	
(undated upon tender submission) (投標時不填上日期)	

Signed by the Purchaser(s) 買方簽署

## **Annex 13**

### **附件 13**

#### **Acknowledgement Letter Regarding Assignment of Residential Car Parking Space(s)**

#### **有關轉讓住宅停車位之確認書**

Vendor 賣方	Well Success Capital Investment Limited瑞興創富有限公司 Art Faith Corporation Limited藝信有限公司 Come City Limited霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號
	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號
Flat 該單位	Floor 樓層	Flat 單位
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

1. Reference is made to the Preliminary Agreement for Sale and Purchase (“the Preliminary Agreement”) of the Property and the Flat made between the Vendor and the Purchaser.  
本確認書有關於買方與賣方所訂本物業及該單位之臨時買賣合約（「臨時合約」）。
2. The Purchaser acknowledges that before his signing of the Preliminary Agreement, the Purchaser’s attention has been drawn to and the Purchaser fully understands that under Clause 11 of the Third Schedule to the Deed of Mutual Covenant and Management Agreement (“the DMC”) of the Development the residential car parking spaces and the residential motor cycle parking spaces provided in the Lot and/or the Development shall not be:  
買方確認於簽署臨時合約前買方曾被要求特別留意而買方亦已完全明白按照該發展項目之大廈主公契及管理協議（「公契」）第 C 節第 11(d)條內之條款，該地段及／或該發展項目內提供之住宅停車位及住宅電單車停車位不可：
  - (i) assigned except  
轉讓除非
    - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the Development ; or  
連同賦予該發展項目中之住宅單位獨有享用及管有權之該地段之不分割業權份數同時一併轉讓；  
或
    - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the Development; or  
該承讓人已經擁有賦予該發展項目中之住宅單位獨有享用及管有權之該地段不分割業權份數；  
或
  - (ii) underlet except to residents of the residential units in the Development.

轉租除非租予該發展項目中之住宅單位的住戶。

Provided that in any event not more than three in number of the total of the said residential car parking spaces and residential motor cycle parking spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the Development.

但無論如何轉讓予該發展項目中之任何一個住宅單位的業主或轉租予該地段已建或擬建的建築物中之任何一個住宅單位的住戶之住宅停車位及住宅電單車停車位總數不得超過三個。

3. The completion of the sale and purchase of the Property and the Flat shall take place simultaneously.  
本物業及該單位的買賣須同時成交。
4. The Purchaser hereby warrants that the Purchaser or the Purchaser's nominee or sub-purchaser (as the case may be), who shall take up the subsequent Assignment of the Property on completion of the sale and purchase thereof, shall not be the owner of more than three in number of the total of the residential car parking spaces and the residential motor cycle parking spaces including the Property and the Purchaser shall upon request produce such documentary evidence as required by the Vendor to prove such ownership and compliance with the Land Grant and the DMC to the satisfaction of the Vendor. Should there be any breach of the warranties by the Purchaser in this letter, the Purchaser shall be deemed to be in breach of the terms and conditions of the Preliminary Agreement and the subsequent formal Agreement for Sale and Purchase to be made pursuant thereto and the Vendor shall be entitled to determine the Preliminary Agreement and the said formal Agreement for Sale and Purchase, forfeit the deposit(s) paid by the Purchaser, re-sell the Property and the Flat and recover from the Purchaser all losses and damages, as may be suffered by the Vendor. The Purchaser shall indemnify the Vendor and keep the Vendor indemnified against all losses damages actions suits costs expenses claim and demands whatsoever on account of or in respect of any breach of the warranty given by the Purchaser in this letter.  
買方現保證買方或其獲提名人或轉購人（視屬何情況而定）在本物業買賣完成時及在其接受本物業之轉讓契時將為包括本物業總數不多於三個住宅停車位及住宅電單車停車位的法律上擁有人及實益擁有人；買方須於賣方要求時提供賣方所要求之文件證據以證明至賣方滿意程度其上述所有權及已遵從批地文件及公契。如有任何違反本書內所作之保證，買方將被當作違反臨時合約及其後按照臨時合約所訂正式買賣合約之條款及條件及賣方將有權終止臨時合約及該正式買賣合約，沒收買方已付之訂金，再次出售本物業及該單位及向買方討回賣方所遭受之一切損失及損害賠償。買方須就買方違反按照本書內所作之保證而引至之一切損失、損害賠償、訴訟、費用、開支、申索及索求對賣方作彌償。
5. This letter shall take effect and prevail over the terms of the Preliminary Agreement and/or the said formal Agreement for Sale and Purchase of the Property and the Flat and shall not be superseded by any terms or conditions in the Preliminary Agreement or the said formal Agreement for Sale and Purchase to the contrary.  
本書將凌駕於本物業及該單位之臨時合約及／或該正式買賣合約之條款而生效，而且將不會被臨時合約或該正式買賣合約中任何相反條款或條件所取代。
6. The Chinese translation of this letter is for reference purpose only. In case of any disputes, the English version shall prevail.  
本書中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s) 買方簽署

**Annex 14****附件 14****Acknowledgement Letter Regarding Physical State of Residential Car Parking Space(s)****有關住宅停車位狀況之確認書**

Vendor 賣方	Well Success Capital Investment Limited瑞興創富有限公司 Art Faith Corporation Limited藝信有限公司 Come City Limited霖域有限公司	
Development/Address 發展項目／地址	Babington Hill/23 Babington Path 巴丙頓山／巴丙頓道 23 號	
Property 本物業	Floor 樓層	Residential Car Parking Space No. 住宅停車位編號
Purchaser(s) 買方		
I.D./Passport/B.R. No. 身份證／護照／商業登記證號碼		
Date 日期	(undated upon tender submission) (投標時不填上日期)	

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

1. I/We, the undersigned, hereby acknowledge and confirm that I/we have inspected and am/are aware of and fully accept the physical state and condition of the Property and that I/we understand and accept that notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase of the Property, there may exist underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not solely serving the Property and there may also exist drainage, channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof. Under the Principal Deed of Mutual Covenant and Management Agreement (the “**Deed**”) in respect of the Development, the Manager shall have, inter alia, the power to:-  
本人／我們（即下方簽署人）僅此承認及確認，本人／我們已視察及完全接受本物業之狀況，並明白及接受即使本物業之臨時買賣合約有其他規定，本物業下面可能有並非僅供本物業使用之管道、排水管、電纜、電線及／或任何其他固定裝置、裝配或設備存在，亦可能有排水管道及／或管道蓋位於本物業範圍內，本人／我們不得為此提出任何要求、反對或索償，賣方亦不會接納該等要求、反對或索償。根據發展項目之主大廈公契及管理合約（「**公契**」），管理公司除其他權力外，亦擁有以下權力：
  - (i) keep all the sewers, drains, watercourses and pipes forming part of the common areas and facilities free and clear from obstructions;  
保持屬於公用地方與設施一部份的所有污水渠、排水渠、水道及水管暢通無淤塞；
  - (ii) prevent unauthorised obstruction of the common areas and facilities and to remove and impound any structure article or thing causing the obstruction;  
禁止任何人士未經許可阻塞公用地方與設施，並且清理和扣押任何造成阻塞的構築物、物件或物品；
  - (iii) manage and maintain land, areas, structures, facilities or drains or channels whether within or outside the lot the construction and/or maintenance of which is the liability and/or responsibility of all owners under the land grant as successors in title and assigns of the Vendor;

管理和維修位於地段內外而全體業主根據政府批地書作為產權繼承人及賣方受讓人應承擔責任及／或負責建造及／或維修的土地、地方、構築物、設施或排水渠或渠道；

- (iv) enter with or without workmen at all reasonable times on prior written reasonable notice (except in the case of emergency) upon all and any parts of the Development including any unit necessary for the purpose of replacing, repairing and maintaining any of the fresh or sea water mains and pipes serving any part of the land whether or not the same belong exclusively to any unit PROVIDED THAT the Manager shall make good any damage caused thereby and ensure that the least disturbance is caused and shall be liable for the negligent, wilful or criminal acts of the Manager, its employees and contractors. 有權在事前發出合理的書面通知（緊急情況除外）後，於所有合理時間獨自或聯同工人進入發展項目所有或任何部份（包括任何單位），以便進行必要的工程更換、修理和維修用於土地任何部分的任何食水或鹹水總水管和水管，無論它們是否屬於任何單位。惟倘工程導致任何損害，管理人必須妥為修葺，同時盡量避免構成滋擾，此外管理人亦須就本身、其僱員及承辦商的疏忽、蓄意或刑事行為承擔責任。

2. The Property is sold on “as is” basis. The Purchaser has been advised by the Vendor to conduct an on-site visit for a better understanding of the Property prior to the date of sale.  
本物業乃以現狀出售。買方已獲賣方建議於出售日前親身到訪現場了解本物業。
3. The Chinese translation of this Letter is for reference only. In case of any disputes, the English version shall prevail.  
本書中文譯本僅供參考。如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s) 買方簽署