

載有下述物業招標條款之招標公告

**TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF THE PROPERTY BELOW**

香港天后英皇道 33 號嘉居·天后（「發展項目」）的下列指明住宅物業（但物業已出售或若在招標截止時限之前物業已暫停出售則除外）:-

The following specified residential property of Kabitat · Tin Hau (the “Development”), No.33 King’s Road, Tin Hau, Hong Kong (unless the property is sold or the property is suspended for sale before the closing deadline of the tender):-

下列之單位 The following unit:  
2C

發出人： 昌輝太平洋有限公司（「賣方」）  
From : Charmfield Pacific Limited (the “Vendor”)

致：投標人  
To: Tenderers

- (1) 有意認購人士可投標認購上述物業（「該物業」）。An interested person may submit a tender to purchase the above property (the “Property”).
- (2) 如欲作出要約購買該物業，閣下須:-  
To make an offer to purchase the Property, you shall:-
  - (a) 填妥及簽署本文件下文要約部份（「要約部份」）一式三份（不得修改本文件）；  
complete and sign the Offer Section of this document below (“Offer Section”) **in triplicate** (without any amendment to this document);
  - (b) 填妥及簽立一式三份的該物業之臨時買賣合約（「臨時買賣合約」）（其格式附夾於本文件，不得作出修改），並必須按其註之指示，寫明該物業的投標價（即其中定義的售價）及臨時訂金數目及以剔號選定的付款條款；  
complete and execute **in triplicate** the preliminary agreement for sale and purchase of the Property (“PASP”) (in the enclosed form, no amendment is allowed) **with the tendered purchase price (being the Purchase Price therein defined) and the amount of preliminary deposit inserted, and the terms of payment selected by ticking the appropriate box, all in accordance with the notes therein;**
  - (c) 填妥及簽署一式三份的下列文件（其格式附夾於本文件，不得修改）：  
complete and sign **in triplicate** the enclosed form(s) of the following without any amendment:
    - (i) 對買方的警告  
Warning to Purchasers
    - (ii) 確認函（有關開放式廚房消防安全）  
Acknowledgement Letter (regarding Fire Safety of Open Kitchens)
    - (iii) 改動確認函  
Acknowledgement Letter regarding Alterations

請勿於臨時買賣合約或於上述(c)(ii)至(c)(iii)段(如適用)中所述的文件上填寫簽署日期或「臨時合約日期」。

**Please do not date the PASP, or date or insert the “Date of PASP” in the documents stated in paragraphs (c)(ii) to (c)(iii) (if applicable) above.**

至於上述「對買方的警告」，請於簽署時填寫簽署日期。

For the said “Warning to Purchasers”, please insert the date on which you sign the same.

- (3) 閣下須於有關該物業的銷售安排資料所列之招標期及時間把下述各項連同本文件（要約部份須如上所述填妥及簽署），一併以註明「嘉居·天后投標」的密封信封投入至相關銷售安排資料所列之出售地點（「收標處」）註明「嘉居·天后」的投標箱內。  
請注意：賣方有全權透過修改上述的銷售安排資料不時更改招標截止日期、時間及/或收標處。賣方有絕對權利於招標截止時間或之前接受任何要約。

You shall submit to the Vendor the following items, together with this document (with its Offer Section completed and signed by you as aforesaid), in a sealed envelope marked “**Kabitat · Tin Hau Tender**” by inserting the same into the tender box marked “**Kabitat · Tin Hau**” located at the place where the sale will take place as specified in the relevant Information on Sales Arrangements (“**Place of Tender Submission**”) during the tender period and time of the tender as stated in the Information on Sales Arrangements relating to the Property. **Please note that the Vendor has the absolute right to change the tender closing date, time of the tender and/or the Place of Tender Submission from time to time by amending the Information on Sales Arrangements above. The Vendor has the absolute right to accept any offer at or before the closing time of any such tender sale.**

- (a) 經閣下填妥及簽立之上述第（2）段所述的文件（請注意：所有文件需提交一式三份）；  
your completed and executed documents referred to in (2) above (Note: All documents **in triplicate**);
- (b) (A) 一張或多張由香港持牌銀行發出，總金額最少為港幣\$300,000 的港幣銀行本票；及 (B) 一張或多張用以支付臨時訂金（臨時訂金金額等於閣下出價 5%）餘額的支票；(A)及(B)兩者金額之總和等於閣下出價 5%，而上述所有本票及/或支票（如適用）抬頭人須為「**國浩律師（香港）事務所**」或「**Grandall Zimmern Law Firm**」（即賣方律師）（賣方保留權利接受或不接受以支票代替本票）；及  
(A) one or more Hong Kong Dollar cashier’s order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK\$300,000; and (B) one or more cheque(s) for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price you offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price you offered, and the above cashier’s order(s) and/or cheque(s) (if applicable) shall all be made payable to “**Grandall Zimmern Law Firm**”, the Vendor’s Solicitors (the Vendor reserves the right to accept or not to accept cheque(s) in place of the cashier’s order); and
- (c) 閣下身份證明文件副本（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照）；而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證）。  
copy(ies) of your identification document(s) (note: If the tenderer concerned is a natural person, the HKID card and where not applicable, other valid identification document, such as, the passport. If the tenderer concerned is a company, the certificate of incorporation and the certificate of change of name (if any) and the business registration certificate).
- (4) 閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於提交後的 14 個工作天內不能收回及可供賣方接受，而一經賣方接受，閣下與賣方之間即受有效的「臨時買賣合約」約束。  
Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **within 14 working days after the submission** (the “**Specified Date**”) and, on acceptance by the Vendor, the PASP shall become binding between you and the Vendor.
- (5) 閣下於遞交標書前請檢視成交紀錄冊，以知悉該物業在某一日日期是否仍然可供出售。請注意，發展項目的成交紀錄冊未必一定於賣方接納投標後立即更新。  
Please refer to the latest register of transactions before your submission of the tender so as to ascertain whether the Property is still available for tender on a particular date. Please note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.
- (6) 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。賣方有權不接受遲交之標書。  
Any tender submitted which is qualified by other terms, conditional or is not in conformity with the forms herein contained or enclosed may not be considered by the Vendor. The Vendor shall have the right to reject any late tenders.

- (7) 賣方可透過郵寄、傳真或電郵至要約部份中所填寫之地址／傳真號碼／電郵地址或其他任何有效方法接受閣下的要約。賣方接受後，將盡快向閣下交回一份經賣方簽立且日期為不後於指明日期之臨時買賣合約。  
The Vendor may accept your offer by post, fax or email to the address / fax number / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one counterpart of the PASP executed by the Vendor with the date not later than the Specified Date as soon as practicable.
- (8) 在賣方尚未決定接受閣下要約前，閣下所提交之本票及/或支票（如適用）將不作兌現。倘賣方接受閣下要約，本票及/或支票（如適用）將作兌現，而金額將視作「臨時買賣合約」項下的該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票及/或支票（如適用）將不作兌現，且經預約閣下可領回本票及/或支票（如適用），惟賣方亦可將本票及/或支票（如適用）以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。  
The cashier's order(s) and/or cheque(s) (if applicable) submitted will be retained uncashed until the Vendor has decided to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier's order(s) and/or cheque(s) (if applicable) will be cashed and the amount will be treated as the preliminary deposit of the Property under the PASP(s). If your offer is not accepted by the Vendor, you will be notified and the cashier's order(s) and/or cheque(s) (if applicable) will be uncashed and made available for your collection by prior appointment provided that the Vendor shall be entitled to return the cashier's order(s) and/or cheque(s) (if applicable) to you at your risk by mailing the same by ordinary or registered post to your address specified in the Offer Section.
- (9) 賣方並不承諾亦無責任閱覽、考慮或接受認購該物業最高出價之要約或任何要約。賣方有全權於接受購買該物業要約前於任何時間撤回出售該物業。賣方有全權透過修改與此相關的銷售安排資料不時更改上述之招標截止日期、時間及/或收標處。  
The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property. The Vendor has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer to purchase the Property. The Vendor has the absolute right to change the tender closing date, time of the tender and/or the Place of Tender Submission from time to time by amending the Information on Sales Arrangements in relation hereto.
- (10) 成功中標的投標人須於臨時買賣合約日期後的 5 個工作天內簽署正式合約。  
The successful tenderer shall sign the ASP within 5 working days after the date of the PASP.
- (11) 倘閣下經由地產代理（「**中介人**」）介紹予賣方以入標認購該物業之地產代理，請將中介人資料填上要約部份。閣下知悉和確認：  
Where you make an offer to purchase the Property through the introduction of an estate agent ("**Intermediary**"), please also fill in the details of the Intermediary in the Offer Section. You acknowledge and confirm that:
- (a) 中介人並無亦無權力代賣方許下任何口頭或書面的陳述、保證或承諾或代表賣方應允任何承擔或責任，而賣方亦無義務或責任代中介人履行任何承諾或責任；  
the Intermediary has not made and is not authorised to make any oral or written representation, warranty or promise on behalf of the Vendor or agreed to any obligation or responsibility on behalf of the Vendor, and the Vendor is not under any obligation or responsibility to perform any promise or responsibility on behalf of the Intermediary;
- (b) 賣方並無直接或間接，亦無授權任何其公司職員向投標人或中介人收取樓價以外任何利益、費用或佣金。投標人如遇任何人士以賣方的僱員之名義向其索取任何利益時，投標人應速向廉政專員公署(ICAC)舉報；及  
the Vendor has not and has not authorised any of its staff to collect directly or indirectly from the tenderer(s) or the Intermediary any benefits, fees or commission in addition to the purchase price of the Property. If any person(s) allege(s) to be the staff of the Vendor demanding any benefits from the tenderer(s), the tenderer(s) should report promptly to the Independent Commission Against Corruption (ICAC); and
- (c) 投標人與中介人之任何纏綿，概與賣方無涉，投標人不得以該等纏綿為由拖延進行及完成上述物業之買賣。

the Vendor is not and will not be involved in any disputes between the tenderer(s) and the Intermediary, and the tenderer(s) shall not delay the carrying out and completion of the sale and purchase of the Property for the reason of any such disputes.

中介人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。  
Whether the Intermediary is the estate agent introducing you to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor's confirmation.

- (12) 閣下須注意賣方律師在本招標過程中並不會代表閣下。  
You should note the Vendor's Solicitors do not act for you in the process of this tender.
- (13) 特此建議閣下就本文件之條款及附夾於本文件之各表格之條款向閣下律師尋求獨立意見。  
You are advised to instruct your own solicitors to advise you independently on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.
- (14) 本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下的專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。  
This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of obtaining professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.
- (15) 本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。  
In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
- (16) 儘管本文件的某條款看來是賦予任何非投標人的人士一項利益，非投標人的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本文件的任何條文或享有本文件的任何條文的利益。  
Notwithstanding that a term of this document purports to confer a benefit on any person who is not a tenderer, a person who is not a tenderer shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this document.
- (17) 本文件之中文譯本謹供參考之用，如有爭議，將以英文本為準。  
The Chinese version of this document is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

如有任何問題，請致電發展項目的熱線（2880 8268）查詢。  
Should you have any query, please call the hotline of the Development: 2880 8268.

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**要約部份**  
**OFFER SECTION**

由投標者填妥及簽署：

To be completed and signed by the tenderer(s):

A. 我/我們謹此向賣方提交招標公告第(2)段所述之文件如下(請標上“✓”)：  
I/We hereby submit the materials referred to in paragraph (2) of the Tender Notice to the Vendor, namely (please tick “✓”):

- (i) 已填妥及簽立之臨時買賣合約(一式三份)   
the completed and executed PASP (**IN TRIPLICATE**)
- (ii) 已簽署的該物業之對買方的警告(一式三份)   
the signed Warning to Purchasers of the Property (**IN TRIPLICATE**)
- (iii) 已簽署的該物業之確認函(有關開放式廚房消防安全)(一式三份)   
the signed Acknowledgement Letter (regarding Fire Safety of Open Kitchens) of the Property (**IN TRIPLICATE**)
- (iv) 已簽署的該物業之改動確認函(一式三份)   
the signed Acknowledgement Letter regarding Alterations of the Property (**IN TRIPLICATE**)
- (v) (A) 一張或多張由香港持牌銀行發出,總金額最少為港幣\$300,000的港幣銀行本票;及(B)一張或多張用以支付臨時訂金(臨時訂金金額等於出價5%)餘額的支票;(A)及(B)兩者金額之總和等於出價5%;而上述所有本票及/或支票(如適用)抬頭人須為「國浩律師(香港)事務所」或「Grandall Zimmern Law Firm」(即賣方律師)(賣方保留權利接受或不接受以支票代替本票);及  
(A) one or more Hong Kong Dollar cashier's order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK\$300,000; and (B) one or more cheque(s) for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price offered, and the above cashier's order(s) and/or cheque(s) (if applicable) shall all be made payable to “Grandall Zimmern Law Firm”, the Vendor's Solicitors (the Vendor reserves the right to accept or not to accept cheque(s) in place of the cashier's order); and
- (vi) 所有投標人的身份證明文件之副本   
copy(ies) of identification document(s) of all tenderers

B. 我/我們特此確認我/我們同意上述條款及條件並受上述條款約束(以賣方收到我/我們書面通知後向我/我們支付港幣10元為代價)。  
I/we hereby confirm that I/we agree to and am/are bound by the above terms and conditions, in consideration of the Vendor's payment of HK\$10 to me/us after receiving my/our written demand.

C. 相關關係聲明 Declaration of Relationship

I. 請於表格中適用的方格填上“✓”或“X”以確認存在或不存在相關關係 Please put “✓” or “X” in the appropriate box to indicate the existence or absence of the relationship(s) concerned.		投標人編號 (見下文 E 段) Tenderer(s) No. (see para. E below)			
		1	2	3	4
A.	我/我們現確認我/我們是獨立第三者，與賣方並非有關連人士。 I/We hereby confirm that I/We am/are an independent third party, and am/are not a related party to the Vendor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	我/我們現確認我/我們是賣方之關連人士。 I/We hereby confirm that I/We am/are a related party to the Vendor. 我/我們現進一步確認，我/我們是：I/We hereby further confirm that I/We am/are:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的董事 a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的父母 a parent of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的配偶 a spouse of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的子女 a child of the director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的經理 a manager of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司 a private company of which such a director, parent, spouse, child or manager is a director or shareholder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的有聯繫法團或控權公司 an associate corporation or holding company of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事 a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的父母 a parent of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的配偶 a spouse of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的子女 a child of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的經理 a manager of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- II. 賣方的控權公司為 Holding Company of the Vendor is :  
 (1) 嘉華國際集團有限公司 K. Wah International Holdings Limited;  
 (2) Sutimar Enterprises Limited; 及 and  
 (3) K. Wah International Property Limited.
- III. 我/我們同意當我/我們於上表所填之資料有所變化後立即通知賣方。  
 I/We agree to inform the Vendor immediately should there be any change in the information I/we set out in the table above.

## D. 收集個人資料聲明 Personal Information Collection Statement

- I. 賣方需要投標人的個人資料，例如姓名、身份證明文件號碼及其所載的資料(包括但不限於出生日期)、八達通編號、聯絡電話號碼、傳真號碼、物業、電郵及聯絡地址及相片等作不同用途，包括處理該物業招標、於中標後該物業的買賣、交樓及後續執修相關事宜、一般聯絡、為投標人提供該物業售後服務、為投標人於相關網站及/或手機程式及/或其他電子方式提供有關該物業之電子服務、透過物業管理公司為投標人提供物業管理及會所相關的服務、遵守法律的規定及為可能向投標人提供之任何服務及/或設施而進行的識別及核實等用途。如投標人未有提供上述的資料，賣方將不能夠處理該物業買賣相關事宜及/或提供上述之其他服務。除上文所述的資料外，投標人亦可自願地向賣方提供賣方所要求的其他資料。賣方在任何時候都會將投標人的個人資料保密，惟賣方可能將投標人的個人資料，就上述一項或多項用途向任何成員公司（「成員公司」指任何以下者：賣方的控權公司、賣方的控權公司的任何直接或間接股東和任何該等股東的任何直接或間接附屬公司）及/或其代理人、分代理人、承辦商及僱員，及/或任何適當的政府或監管機構作出披露和移轉。投標人有權確認賣方是否持有投標人的個人資料，並獲取該等資料之副本，以及改正任何錯誤之資料。投標人亦可要求賣方通知投標人賣方所持有之個人資料類別。投標人可透過電郵或書面郵寄以及其他方式按以下郵址或聯絡地址與賣方的個人資料專員聯絡（請在通訊中註明「保密」及「香港地產 - 個人資料專員」等字眼）要求查閱或改正投標人的個人資料或了解賣方的資料保護政策和實務詳情。郵址：mktg-optout@kwah.com 聯絡地址：香港北角渣華道191號嘉華國際中心29樓）。

The Vendor needs the personal data of the tenderer(s), such as name, number of and the information (including but not limited to date of birth) contained in the identification document, Octopus card number, contact telephone number, fax number, Property, email and contact addresses and photograph, etc. for various purposes, including the purposes of dealing with matters relating to the tender of the Property and the matters relating to the sale and purchase, the handover and the subsequent defect rectification of the Property if the tender is accepted, general contact, providing after-sales services of the Property to the tenderer(s), providing to the tenderer(s) electronic services relating to the Property through relevant websites and/or mobile app and/or other electronic means, providing to the tenderer(s) property management and clubhouse related services through property management company, meeting requirements imposed by law and for the purposes of identification and verification of identity in connection with any of the services and/or facilities that may be provided to the tenderer(s). If the abovementioned data are not provided, the Vendor will be unable to deal with matters relating to the sale and purchase of the Property and/or providing other abovementioned services to the tenderer(s). Apart from the abovementioned data, the tenderer(s) may provide the Vendor with additional personal data which the Vendor requires if the tenderer(s) wishes. The Vendor will keep the personal data of the tenderer(s) confidential at all times, but the Vendor may disclose and transfer such personal data to any member company (“member company” means any of the following: the Vendor’s holding company, any of the direct or indirect shareholders of the Vendor’s holding company and any direct or indirect subsidiary of any such shareholder), and/or its agents, sub-agents, contractors and employees, and/or any appropriate government or regulatory authorities for one or more of the purposes specified above. The tenderer(s) has the right to ascertain whether the Vendor holds the personal data of the tenderer(s), to obtain a copy of the data, and to correct any data that is inaccurate. The tenderer(s) may also request the Vendor to inform the tenderer(s) of the type of personal data held by the Vendor. Requests for access or correction of personal data of the tenderer(s), or for information regarding the Vendor’s privacy policies and practices, may be made by the tenderer(s) by, amongst others, email or in writing by post to the Vendor’s Data Officer at the following email address or correspondence address. Email Address: mktg-optout@kwah.com Correspondence Address: 29/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong (Please mark “Confidential” and “Hong Kong Properties - Personal Data Officer” in the correspondence).

- II. 另賣方擬使用投標人上述的個人資料（只限姓名、聯絡電話號碼、物業、電郵及聯絡地址）並透過電話、郵寄及/或電郵方式向投標人進行直接促銷（僅限於提供關於地產物業或租務的資料和更新）。賣方亦可能與任何一間成員公司共享投標人的個人資料作地產物業、租務或物業管理及會所相關的服務的直接促銷用途，但賣方在未得到投標人的同意之前不能如此使用或共享該等個人資料。投標人可隨時撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意。如投標人希望於將來任何時間撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意，請透過電郵或書面郵寄以及其他方式按以上郵址或聯絡地址通知賣方，並無須支付任何手續費。

請在本聲明最後部份簽署表示投標人同意賣方如此使用及共享該等個人資料。如投標人不同意，請在以下空格加上「✓」，然後簽署。

In addition, the Vendor intends to use the above personal data (but limited to name, contact telephone number, Property, email and contact addresses) of the tenderer(s) to conduct direct marketing (restricted to providing information and updates relating to real estate properties and leasing matters) to the tenderer(s) via phone calls, by post and/or email. The Vendor may also share such personal data with any member company for direct marketing activities in relation to real estate properties, leasing matters or property management and clubhouse related services, but the Vendor shall not so use or share such personal data without the prior consent of the tenderer(s). The tenderer(s) may at any time elect to withdraw the tenderer(s)'s consent to the Vendor's use or sharing of such personal data for any of the aforesaid direct marketing activities. Should the tenderer(s) wishes to revoke the consent for using or sharing such personal data for conducting the above direct marketing activities at any time in the future, please notify the Vendor by, amongst others, email or in writing by post at the email address or corresponding address above, and no administrative fees will be charged therefor. Please signify your consent to the Vendor's use and sharing of such personal data in the manner above by signing at the end of this Statement. If the tenderer(s) disagrees, please tick the box below before signing this Statement.

投標人不同意就上文所述使用及共享投標人的個人資料作直接促銷用途。  
The tenderer(s) do/does not agree to the use or sharing of personal data for direct marketing purposes as stated above.

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投標人簽署 Signature(s) of Tenderer(s)

日期 Date: \_\_\_\_\_

E. 投標人及中介人資料 Information on tenderer(s) and Intermediary

投標人請於下方填上作出要約購買的物業

Tenderer(s) please insert below the property offered to be purchased

樓層 Floor	單位 Flat
2	C

投標人 Tenderer(s):-

投標人的編號 Tenderer(s) No.	投標人的姓名 Name of tenderer(s)	身份證明文件類別及號碼 Type and No(s). of identification documents
1		
2		
3		
4		

(請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明））；若投標人為法團，請填上商業登記號碼（如適用）)  
(Note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a corporation, please state the business registration number (if applicable))

投標人聯絡資料 Contact information of the tenderer(s):

地址 Address :

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

電話號碼 Telephone number : \_\_\_\_\_

傳真號碼 Fax number : \_\_\_\_\_

電郵地址 Email address : \_\_\_\_\_

中介人資料 Particulars of Intermediary

姓名 Name : \_\_\_\_\_

地產代理牌照號碼 EA Licence No. : \_\_\_\_\_

所屬地產代理公司 Estate Agency : \_\_\_\_\_

\_\_\_\_\_  
投標人簽署 Signature(s) of Tenderer(s)

投標人於簽署本文件時確認已獲賣方建議參閱不時由賣方檢視及修改的發展項目售樓說明書。

By signing hereof, the Tenderer(s) hereby acknowledge(s) that the Tenderer(s) has been advised by the Vendor to refer to the Sales Brochure of the Development examined and revised by the Vendor from time to time.

日期 Date: \_\_\_\_\_

# 臨時買賣合約

## PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

賣方律師 Vendor's Solicitors:  
國浩律師(香港)事務所  
香港中環遮打道 3A 號香港會所大廈 14 樓  
Grandall Zimmern Law Firm  
14/F, The Hong Kong Club Building,  
3A Chater Road, Central, Hong Kong  
Tel: 2526 8008/2526 4373 Fax: 3704 7231

賣方 Vendor:  
昌輝太平洋有限公司  
Charmfield Pacific Limited  
香港北角渣華道 191 號嘉華國際中心 29 樓  
29/F, K. Wah Centre, 191 Java Road,  
North Point, Hong Kong  
Tel: 2880 1838 Fax: 2880 9807

臨時買賣合約 ("臨時合約")

編號 No.: \_\_\_\_\_ (由賣方填寫 to be completed by Vendor)

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE ("Preliminary Agreement")

日期 Date: \_\_\_\_\_ (由賣方填寫 to be completed by Vendor)

買方 The Purchaser(s):	香港身份證號碼 HK I.D.No(s): / 其他證件及號碼 Other ID Document(s) & No(s): / 商業登記證號碼 Business Registration No(s):
地址 Address(es):	電話號碼 Tel No(s): 電郵地址 Email Address(es):

發展項目的名稱、地址及地段編號 ("該發展項目"): 香港天后英皇道 33 號嘉居·天后 (內地地段第 5145 號餘段)  
Name, address and lot no. of the development ("the Development"): Kabitat·Tin Hau, No. 33 King's Road, Tin Hau, Hong Kong (Remaining Portion of Inland Lot No.5145)

### 物業詳情 Details of Property

買方作出要約購買的一個或多於一個物業下文稱為 (或如多於一個物業統稱為) 「本物業」

The one or more properties offered to be purchased by the Purchaser(s) will be referred to (collectively if more than one property) as the "Property"

### 註 Notes:

買方請於下方填上作出要約購買的物業

Purchaser(s) please insert below the property(ies) offered to be purchased

發展項目 Development	樓層 Floor	單位 Flat	其他 Others
嘉居·天后 Kabitat·Tin Hau			

### 註 Notes:

- 買方請填上售價及臨時訂金的適用金額 (售價的 5%)。  
Purchaser(s) please fill(s) in the applicable amounts of the Purchase Price and the preliminary deposit (5% of the Purchase Price).
- 買方請於(i)(b)條中適用的方格內填上「✓」號以揀選簽定正式合約後支付售價餘款之條款 (買方只可揀選一項選擇以適用於其要約購買的物業)。  
Purchaser(s) please tick the appropriate box under clause (i)(b) to select the terms of payment of remaining parts of the Purchase Price after signing of the Agreement. (Purchaser(s) may only choose one option to be applicable to the property(ies) offered to be purchased).
- 賣方將填上適用於買方及賣方的簽立正式合約日期。  
The Vendor will fill in the dates of signing of the Agreement as applicable to the Purchaser and the Vendor.

### 付款條款

#### Terms of Payment

(i). 本物業的售價為港幣 \_\_\_\_\_ 元 ("售價"), 並須由買方按以下方式付予賣方:- The purchase price of the Property is HK\$ \_\_\_\_\_ ("Purchase Price"), which shall be paid by the Purchaser(s) to the Vendor in the manner as follows: -

- 為數港幣 \_\_\_\_\_ 元 (即售價的 5%) 的臨時訂金, 須於簽署本臨時合約時支付。Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;
- 簽定正式合約後支付售價餘款之條款:  
Terms of payment of the remaining parts of the Purchase Price after signing of the Agreement :

選擇 A (120 天付款) Option A (120-Day Payment)

- 售價的 5% 的加付訂金, 須於本臨時合約日期後第 60 日內清付。Further deposit which is equal to 5% of the Purchase Price shall be paid within 60 days after the date hereof.  
(臨時訂金連同加付訂金構成售價之訂金。The preliminary deposit, together with the further deposit constitute the deposit of the Purchase Price.)
- 售價的 90% 的售價餘款, 須於本臨時合約日期後第 120 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內清付, 以較早者為準。Balance of the Purchase Price which is equal to 90% of the Purchase Price shall be paid within 120 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

選擇 B (365 天付款) Option B (365-Day Payment)

- 售價的 5% 的加付訂金, 須於本臨時合約日期後第 120 日內清付。Further deposit which is equal to 5% of the Purchase Price shall be paid within 120 days after the date hereof.  
(臨時訂金連同加付訂金構成售價之訂金。The preliminary deposit, together with the further deposit constitute the deposit of the Purchase Price.)

- 售價的 15% 的部份售價，須於本臨時合約日期後第 120 日內付清。Part payment which is equal to 15% of the Purchase Price shall be paid within 120 days after the date hereof.
- 售價的 75% 的售價餘款，須於本臨時合約日期後第 365 日內或在賣方就其有能力將本物業有效地轉讓予買方一事發出通知的日期後的 14 日內付清，以較早者為準。Balance of the Purchase Price which is equal to 75% of the Purchase Price shall be paid within 365 days after the date hereof or within 14 days after the date of the notification to the Purchaser(s) that the Vendor is in a position validly to assign the Property to the Purchaser(s), whichever is the earlier.

買賣須於辦公時間(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交易。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).

- (ii). 按訂約雙方的意向，本臨時合約將會由一份正式買賣合約(“正式合約”)取代，正式合約須:-  
It is intended that this Preliminary Agreement is to be superseded by a formal agreement for sale and purchase (“Agreement”) to be executed:-
- 由買方於\_\_\_\_\_ (註: 由賣方填寫) (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及  
by the Purchaser(s) on or before \_\_\_\_\_ (Note: to be completed by Vendor) (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
  - 由賣方於\_\_\_\_\_ (註: 由賣方填寫) (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (Note: to be completed by Vendor) (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

買方聲明 The Purchaser(s)' Certificate

茲證明上述的購買乃由\_\_\_\_\_所促成。

The Purchaser(s) certify(ies) that the above purchase is introduced by\_\_\_\_\_.

本臨時合約受下文其他附帶條款及條件所約束

This Preliminary Agreement is subject to the Other Terms and Conditions below.

買方簽署 Signed by the Purchaser(s)

賣方簽署 Signed by the Vendor

上述所列臨時訂金 HK\$\_\_\_\_\_ 經已收妥，此據交來支票/本票，以銀行過數作實

Received the preliminary deposit in the sum of HK\$\_\_\_\_\_ (by Cheque(s) / Cashier's Order(s), subject to bank clearance)

支票/本票號碼

經手收票人

Cheque(s) / Cashier's Order(s) No(s): \_\_\_\_\_

Received By: \_\_\_\_\_

#### 其他附帶條款及條件

#### Other Terms and Conditions

#### A 部份 PART A

- 在本臨時合約中:-  
In this Preliminary Agreement:-
  - 「實用面積」具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;  
"saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
  - 「工作日」具有該條例第 2(1) 條給予該詞的涵義;  
"working day" has the meaning given by section 2(1) of that Ordinance;
  - 附表 1 第(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算; 及  
the floor area of an item under clause (a) of Schedule I is calculated in accordance with section 8(3) of that Ordinance; and
  - 附表 1 第(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause (b) of Schedule I is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
- 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。  
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
- 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\*賣方/買方承擔。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by \*the Vendor/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\*賣方/買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by \*the Vendor/the Purchaser.
- 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約:-  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-
  - 本臨時合約即告終止;  
this Preliminary Agreement is terminated;
  - 買方支付的臨時訂金，即被沒收歸於賣方; 及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
- 本物業的量度尺寸如下— 參閱附表 I。  
The measurements of the Property are as follows — see Schedule I.
- 本物業買賣所包括的裝置、裝修物料及設備如下 — 參閱附表 II。

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

8. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。  
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
9. 買方已確認收到第 10 條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
10. 就第 9 條而言，「對買方的警告」內容如下 — 參閱附表 III。  
For the purposes of clause 9, the following is the "Warning to Purchasers" - see Schedule III.

## B 部份 PART B

11. 買方可隨時前往賣方律師樓細閱有關正式合約的草稿，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。  
A draft of the Agreement is available for the Purchaser's perusal at the office of the Vendor's Solicitors and the Purchaser is deemed to have full notice of the content thereof and shall not request any alteration thereof.
12. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由\*賣方/買方承擔。  
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by ~~the Vendor~~/the Purchaser.
13. 土地註冊處的註冊費、正式合約及轉讓契之圖則費、樓契核證副本費用及有關草擬、註冊及完成該發展項目大廈公契及管理合約之適當比例費用及其他有關本物業買賣之文件等費用一概由買方負責。  
The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for certified copies of title deeds and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development, and any other documents relating to the sale and purchase of the Property shall also be borne and paid by the Purchaser.
14. 除買賣雙方另作協定外，買賣雙方需各自承擔有關正式合約及轉讓契的律師費。買方須承擔及支付下列各項：(i)契據及業權文件核證副本之費用及大廈公契及管理合約之擬定、完成及註冊之費用之適當比例分攤；(ii)所有就本臨時合約、正式合約、轉讓契及其他相關本物業業權之文件須繳付之註冊費(如有)；及 (iii)所有就正式合約及轉讓契所需之附圖的專業收費等。  
Unless otherwise agreed by the parties hereto, each party shall pay its own legal costs of and incidental to the Agreement and the Assignment. The Purchaser shall bear and pay the following : (i) the charges for certified copies of title deeds and documents and a due proportion of the costs for the preparation, completion and registration of the Deed of Mutual Covenant and Management Agreement; (ii) all registration fees (if any) payable on this Preliminary Agreement, the Agreement and the Assignment and other relevant documents of title in respect of the Property; and (iii) all professional fees for the plan(s) to be annexed to the Agreement and the Assignment.
15. 本物業乃屬印花稅條例第 29A(1)條所詮釋之住宅用途物業。  
The Property comprises residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
16. 買方須在本物業的收樓之前，按照該發展項目大廈公契及管理合約規定向賣方或管理公司預繳管理費按金、泥頭清理費、設備基金及其他按金/基金等。買方並須償還賣方就本物業已支付的所有按金及基金(不管該等按金及特別基金根據大廈公契及管理合約是否可以轉讓或退還)。  
The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Deed of Mutual Covenant and Management Agreement of the Development. The Purchaser shall reimburse the Vendor for all deposits and fund already paid by the Vendor in respect of the Property, whether or not such deposits and special fund are transferrable or refundable under the Deed of Mutual Covenant and Management Agreement.
17. 買賣雙方同意於正式合約中列出印花稅條例第 29B(5)項所需之資料。  
The Vendor and the Purchaser shall execute the Agreement containing the information in respect of the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
18. 本臨時合約內所規定時間和限期必須嚴守。  
Time shall in every respect be of the essence of this Preliminary Agreement.
19. 如本臨時合約在買方未簽署正式合約前已被註冊於土地註冊處，賣方有權單方面簽署及註冊一備忘錄將本臨時合約之註冊從土地註冊處登記冊中刪除或取消。  
Should this Preliminary Agreement be registered in the Land Registry before the Agreement is signed, the Vendor shall have the rights to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
20. 謹此聲明本臨時合約只屬於買方個人所有，只有買方才可簽立正式合約，買方無權要求賣方與任何其他人簽立正式合約。賣方不接受任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非獲授權人是僅有指定權限，只能以買方名義及代表買方簽署正式合約(沒有任何更替之權力或權利)之指明獲授權人。  
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser and only the Purchaser is permitted to enter into the Agreement. The Purchaser shall have no right to request the Vendor to enter into the Agreement with any other persons. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
21. 若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。  
The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
22. 任何本臨時合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後的第一個工作日。  
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
23. 本臨時合約取代雙方過往所有之談判、申述、理解及協議。  
This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
24. 買方如有更改通訊或註冊地址或電話，須立即以書面通知賣方。  
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence/registered address or telephone number.
25. 本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。  
The Property shall be covered by one single Agreement and one single subsequent Assignment.
26. 賣方保留權利修改有關售價及付款條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。  
The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Terms of Payment and the calculation of the Purchase Price.

27. 在本臨時合約訂立之日起 21 日內買方須向賣方律師交付並促使買方代表律師向賣方律師交付(i)一份已加蓋從價印花稅及(如適用)買家印花稅及額外印花稅之正式合約的認證副本或印花證明書的認證副本，以證明已完全繳付就正式合約須繳付之印花稅；及(ii) (如適用)一份用以支持買方聲稱應豁免買家印花稅及/或應適用以第 2 標準稅率繳付從價印花稅而作出的法定聲明(按稅務局指定表格)的認證副本。  
The Purchaser shall deliver and procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 21 days from the date of this Preliminary Agreement (i) a certified true copy of the Agreement duly stamped with ad valorem stamp duty (AVD) and (if applicable) buyer's stamp duty (BSD) and special stamp duty or a certified copy of the stamp certificate proving the due payment of the same; and (ii) (if applicable) a certified copy of statutory declaration in the form prescribed by the Stamp Office in support of exemption of payment of BSD and/or payment of AVD at Scale 2 rates.
28. 本臨時合約（除第(i)、(ii)條、A 部份及附表 I、II 及 III 外）之中文譯本謹供參考之用。如有爭議，將以英文本為準。  
The Chinese version of this Preliminary Agreement (except Clauses (i) and (ii), Part A and Schedules I, II and III) is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.
29. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。  
Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.
- \* 請將不適用者刪去。Delete as appropriate.

**2樓 C單位**

**Flat C, 2/F**

本物業的量度尺寸如下：

The measurements of the Property are as follows:

- (a) 本物業的實用面積為 30.081 平方米 / 324 平方呎，其中：

the saleable area of the Property is 30.081 square metres / 324 square feet of which:

\_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎為露台的樓面面積；  
 \_\_\_\_\_ square metres / \_\_\_\_\_ square feet is the floor area of the balcony;  
 \_\_\_\_\_ 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 utility platform;  
 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎為陽台的樓面面積；及  
 \_\_\_\_\_ square metres / \_\_\_\_\_ square feet is the floor area of the verandah; and

- (b) 其他量度尺寸為：

other measurements are:

空調機房的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the air-conditioning plant room is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 窗台的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the bay window is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 閣樓的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the cockloft is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 平台的面積為 36.733 平方米 / 395 平方呎；  
 the area of the flat roof is 36.733 square metres / 395 square feet;  
 花園的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the garden is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 停車位的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the parking space is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 天台的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the roof is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 梯屋的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the stairhood is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 前庭的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the terrace is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet;  
 庭院的面積為 \_\_\_\_\_ 平方米 / \_\_\_\_\_ 平方呎；  
 the area of the yard is \_\_\_\_\_ square metres / \_\_\_\_\_ square feet.



**附表 II Schedule II**

本物業買賣所包括的裝置、裝修物料及設備如下：

The sale and purchase of the Property includes the fittings, finishes and appliances as follows:

**1. Exterior Finishes 外部裝修物料**

Window 窗	Material of frame 框的用料	Aluminium window frames 鋁質窗框
	Material of glass 玻璃的用料	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) is provided in all living and dining rooms, master bedrooms, bedrooms and utility Grey tinted glass for windows (if any) in all kitchens Grey tinted frosted glass for windows (if any) of all bathrooms 全部客廳、主人睡房、睡房及工作間提供雙層中空玻璃（低輻射塗層、低反射及透明強化清玻璃） 全部廚房窗戶(如有)採用灰色玻璃 全部浴室窗戶(如有)採用灰色磨砂玻璃
Verandah or Balcony 陽台或露台	Type of finishes 裝修物料的类型	External wall: Ceramic tiles and aluminium cladding Ceiling: External wall paint on plaster Floor: Porcelain tiles Balustrade: Metal and clear glass balustrade with reconstituted stone cladded curb 外牆: 瓷磚及鋁質蓋板 天花板: 批盪面掃上外牆漆 地台: 高溫瓷磚 圍欄: 金屬及透明清玻璃圍欄·台邊鋪砌人造石材
	Whether it is covered 是否有蓋	All balconies on 3/F – 28/F are covered Balconies of Flat A & Flat C on 29/F are covered Balconies of Flat B on 29/F and Flat A on 30/F are uncovered 3樓至28樓所有露台有蓋 29樓A單位及C單位露台有蓋 29樓B單位及30樓A單位露台沒有蓋

**2. Interior Finishes 室內裝修物料**

Internal wall and ceiling 內牆及天花板	Type of finishes 裝修物料的类型	Wall 牆壁	Ceiling 天花板		
	Living and dining room 客廳	Emulsion paint on exposed surface 外露位置髹乳膠漆	emulsion paint on gypsum board false ceiling and exposed surface 外露位置天花板髹乳膠漆及石膏板假天花髹乳膠漆		
	Bedroom 睡房		外露位置天花板髹乳膠漆及石膏板假天花髹乳膠漆		
Internal floor 內部地板	Material of finishes 裝修物料的类型	Floor 地板	Skirting 牆腳線		
	Living and dining room (2/F – 31/F) 客廳 (2樓至31樓)	Wood grain rigid board flooring on exposed surface Reconstituted stone with stainless steel strip along edge of floor adjoining decor to balcony, utility platform and private flat roof (if any) 外露位置鋪木紋防潮岩塑地板 沿通往露台、工作平台及私人平台(如有)門戶之內部地台圍邊部份鋪人造石材及不銹鋼條	Laminated timber skirting 木夾板牆腳線		
	Bedroom (2/F – 31/F) 睡房 (2樓至31樓)	Wood grain rigid board flooring on exposed surface 外露位置鋪木紋防潮岩塑地板			
Bathroom (For Master Bathroom, Bathroom, Bathroom 1, Bathroom 2 and Lavatory) 浴室 (適用於主人浴室、浴室、浴室1、浴室2及洗手間)	Type of finishes 裝修物料的类型	Wall 牆壁	Floor 地板	Ceiling 天花板	
		Tiles 磚	Tiles 磚	Gypsum board false ceiling finished with emulsion paint 石膏板假天花髹乳膠漆	
	Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Run up to false ceiling level 鋪至假天花水平			
Kitchen 廚房	Type of finishes 裝修物料的类型	Wall 牆壁	Floor 地板	Ceiling 天花板	Cooking Bench 灶台
	Open Kitchen (2/F – 29/F, Flat A, B & C) 開放式廚房 (2樓至29樓A、B及C單位)	Plastic laminate finish, wooden panel with plastic laminate finish and tiles 膠板飾面、膠板飾面木板及磚	Tiles and Wood grain rigid board flooring 磚及木紋防潮岩塑地板	Ceiling finished with emulsion paint and gypsum board false ceiling finished with emulsion paint 天花板髹乳膠漆及石膏板假天花髹乳膠漆	Solid surfacing 實體面材
	Kitchen (30/F & 31/F, Flat A) 廚房 (30樓及31樓A單位)	Plastic laminate finish, wooden panel with plastic laminate finish and tiles 膠板飾面、膠板飾面木板及磚	Tiles 磚	Gypsum board false ceiling finished with emulsion paint 石膏板假天花髹乳膠漆	Solid surfacing 實體面材
	Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Run up to false ceiling level 鋪至假天花水平			

### 3. Interior Fittings 室內裝置

Doors 門	Material 用料	Finishes 裝修物料	Accessories 配件
Flat main entrance door 單位之主大門	Solid core fire rated timber door 實心防火木門	Plastic laminate, timber veneer and metal 膠板、木皮飾面及金屬	Smart door lock, concealed door closer, door hinges, smoke seal, door stopper and eye viewer 智能門鎖、暗藏氣鼓、門鉸、防煙條、門擋及防盜眼
Bedroom door (for Master Bedroom, Bedroom 1 and Bedroom 2) 睡房門 (適用於主人睡房、睡房 1 及睡房 2)	Hollow core timber door 空心木門	Plastic laminate and timber veneer 膠板及木皮飾面	Lockset, door hinges and door stopper 門鎖、門鉸及門擋
Kitchen door (except Open Kitchen) 廚房門 (開放式廚房除外)	Solid core fire rated timber door 實心防火木門	Plastic laminate, timber veneer and fire rated glass vision panel 膠板、木皮飾面及防火玻璃小窗	Door handle, door hinges, door stopper and concealed door closer 門把手、門鉸、門擋及暗藏氣鼓
Bathroom door (for Master Bathroom, Bathroom and Bathroom 1) 浴室門(適用於主人浴室、浴室及浴室 1)	Hollow core timber door with louvre 空心木門設有百葉	Plastic laminate and timber veneer 膠板及木皮飾面	Lockset, door hinges and door stopper 門鎖、門鉸及門擋
Bathroom door (For Bathroom 2) 浴室門(適用於浴室 2)	Aluminium framed glass door 鋁框玻璃門	Glass and aluminium 玻璃及鋁	Lockset, door hinges and door stopper 門鎖、門鉸及門擋
Bathroom door (door connecting Bathroom 1 and Bedroom 1) 浴室門(連接浴室 1 與睡房 1 的門)	Hollow core timber sliding door 空心木趟門	Plastic laminate and timber veneer 膠板及木皮飾面	Lockset and sliding door track set 門鎖及趟門軌道
Utility door 工作間門	Hollow core timber sliding door 空心木趟門	Plastic laminate 膠板飾面	Lockset and sliding door track set 門鎖及趟門軌道
Lavatory door (For 30/F) 洗手間門(適用於 30 樓)	Hollow core timber sliding door 空心木趟門	Plastic laminate 膠板飾面	Lockset and sliding door track set 門鎖及趟門軌道
Lavatory door (For 31/F) 洗手間門(適用於 31 樓)	Aluminium framed glass folding door with louvre 鋁框玻璃折疊門設有百葉	Frosted glass and aluminium 磨砂玻璃及鋁	Folding door track set, lockset and door hinges 折疊門軌道、門鎖及門鉸
Balcony and Utility Platform door (except Flat A, 30/F) 露台及工作平台門 (30 樓 A 單位除外)	Aluminium framed glass sliding door 鋁框玻璃趟門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Sliding door track set and lockset with handle 趟門軌道及門鎖連門把手
Balcony and Utility Platform door (for Flat A, 30/F) 露台及工作平台門 (適用於 30 樓 A 單位)	Aluminium framed glass sliding and folding door 鋁框玻璃趟及折疊門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Sliding and folding door track set and lockset with handle 趟及折疊門軌道及門鎖連門把手
Private Flat Roof door (door connecting Living and Dining Room to Private Flat Roof) (for Flat A, B & C, 2/F) 私人平台門(連接私人平台與客廳飯廳的門) (適用於 2 樓 A、B 及 C 單位)	Aluminium framed glass sliding door 鋁框玻璃趟門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Sliding door track set and lockset with handle 趟門軌道及門鎖連門把手
Private Flat Roof door (door connecting Bedroom 2 to Private Flat Roof) (for Flat A, 2/F) 私人平台門(連接私人平台與睡房 2 的門) (適用於 2 樓 A 單位)	Aluminium framed glass door 鋁框玻璃門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Lockset and door hinges 門鎖及門鉸
Private Flat Roof door (door connecting Living and Dining Room to Private Flat Roof) (for Flat A, 31/F) 私人平台門(連接私人平台與客廳飯廳的門) (適用於 31 樓 A 單位)	Aluminium framed glass sliding and folding door 鋁框玻璃趟門及折疊門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Sliding and folding door track set and lockset with handle 趟門及折疊門軌道及門鎖連門把手
Private Flat Roof door (door connecting Master Bedroom to Private Flat Roof and Bedroom 1 to Private Flat Roof) (for Flat A, 31/F) 私人平台門(連接私人平台與主人睡房及私人平台與睡房 1 的門) (適用於 31 樓 A 單位)	Aluminium framed glass sliding door 鋁框玻璃趟門	Insulated glass unit (with low-emissivity coating, low-reflective and clear tempered glass) 雙層中空玻璃(低輻射塗層、低反射及透明強化清玻璃)	Sliding door track set and lockset with handle 趟門軌道及門鎖連門把手

	Private Flat Roof door (door connecting staircase to Private Flat Roof on upper roof) (for Flat A, 31/F) 私人平台門(於上層天台連接樓梯與私人平台的門) (適用於 31 樓 A 單位)	Hollow core metal door 空心金屬門	Aluminium 鋁	Lockset, door hinges and door stopper 門鎖、門鉸及門擋	
Bathroom (For Master Bathroom, Bathroom, Bathroom 1, Bathroom 2 and Lavatory) 浴室 (適用於主人浴室、浴室、浴室 1、浴室 2 及洗手間)	Type of fittings and equipment 裝置及設備的類型	Material of fittings and equipment 裝置及設備的用料			
	Cabinet (except Lavatory) 櫃 (洗手間除外)	Counter-top 櫃台面	Solid surfacing 實體面材		
		Mirror Cabinet 鏡櫃	Wooden cabinet with mirror, plastic laminate and metal (except Bathroom 2) 木製櫃配鏡、膠板及金屬 (浴室 2 除外)		
		Basin Cabinet 面盆櫃	Wooden cabinet with matt lacquer paint finish and metal (except Bathroom 2) 木製櫃配啞光焗漆面及金屬 (浴室 2 除外)		
			Solid surfacing cabinet with plastic door panel (for Bathroom 2) 實體面材櫃配膠板門板 (適用於浴室 2)		
	Mirror (for Bathroom 2) 鏡 (適用於浴室 2)	Mirror 鏡			
	Fittings and equipment 裝置及設備	Wash basin mixer 洗手盆水龍頭	Metal 金屬		
		Water closet 坐廁	Vitreous china 陶瓷		
		Wash Basin 洗手盆	Solid surfacing (except Lavatory) 實體面材(洗手間除外) Vitreous china (for Lavatory) 陶瓷(適用於洗手間)		
		Toilet paper holder 廁紙架	Metal 金屬		
Towel rail (except Bathroom 2 and Lavatory) 毛巾桿(浴室 2 及洗手間除外)		Metal 金屬			
Towel hook (except Lavatory) 毛巾鉤(洗手間除外)		Metal 金屬			
Shower shelf (except Bathroom 2 and Lavatory) 淋浴間置物架(浴室 2 及洗手間除外)		Metal 金屬			
Type and material of water supply system 供水系統的類型及用料	Cold water supply 冷水供水	Copper water pipes 銅喉			
	Hot water supply 熱水供水	Copper water pipes with thermal insulation 配有隔熱絕緣保護之銅喉			

Bathroom (For Master Bathroom, Bathroom, Bathroom 1, Bathroom 2 and Lavatory) 浴室 (適用於主人浴室、浴室、浴室 1、浴室 2 及洗手間)	Type and material of bathing facilities (including shower or bath tub, if applicable) 沐浴設施(包括花灑或浴缸(如適用的話))的類型及用料	Shower 花灑	Shower mixer and shower set 淋浴水龍頭及花灑套裝	Metal 金屬
			Shower compartment (except Bathroom 2 and Lavatory in Flat A, 31/F) 淋浴間(浴室 2 及 31 樓 A 單位洗手間除外)	Tempered glass 強化玻璃
	Size of bath tub (if applicable) 浴缸大小(如適用的話)	Bath tub 浴缸	Bath mixer and shower set 淋浴水龍頭及花灑套裝	Not applicable 不適用
			Bath tub 浴缸	Not applicable 不適用
Kitchen 廚房		Material 用料		
	Sink unit 洗滌盆	Stainless steel 不銹鋼		
	Water supply system 供水系統	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply/hot water return 冷水供水採用銅喉及熱水供水/熱水回水採用配有隔熱絕緣保護之銅喉		
		Material and finishes 用料及裝修物料		
	Kitchen cabinet 廚櫃	Wooden kitchen cabinet finished with plastic laminate and metal handle and wooden door panel with plastic laminate finish 膠板飾面及金屬把手木製廚櫃·配膠板飾面木板門		
	Type of all other fittings and equipment 所有其他裝置及設備的類型	Type of other fittings 其他裝置的類型	Metal sink mixer 金屬洗滌盆水龍頭	
Type of other equipment 其他設備的類型		Concealed type sprinkler head inside ceiling void and smoke detector installed at Living and Dining Room (for flats with open kitchen only) 暗藏式花灑頭於天花內及煙霧感應器安裝在客廳(僅適用於開放式廚房單位)		
Kitchen appliances 廚房設備		Please refer to the "Appliances Schedule" 請參閱「設備說明表」		
	Fittings 裝置	Type 類型	Material 用料	
Bedroom 睡房	Fittings (including built-in wardrobe) 裝置(包括嵌入式衣櫃)	Built-in wardrobe 嵌入式衣櫃	Not applicable 不適用	
		Other fittings 其他裝置	Not applicable 不適用	

Telephone 電話	Telephone connection point(s) is/are provided 裝設有電話接駁點
Aerials 天線	TV aerial outlet(s) is/are provided 裝設電視天線插座

		Fittings 裝置	Type 類型
Electrical installations 電力裝置	Electrical fittings (including safety devices) 供電附件(包括安全裝置)	Electrical fittings 供電附件	Faceplate for all switches and power sockets 提供全部電掣及電插座之面板
		Safety devices 安全裝置	Single phase electricity supply with miniature circuit breaker distribution board for Flats A, B and C at 2/F to 29/F 單相電力並裝妥微型斷路器設於 2 樓至 29 樓 A、B 及 C 單位 Three phase electricity supply with miniature circuit breaker distribution board for Flat A at 30/F to 31/F 三相電力並裝妥微型斷路器設於 30 樓至 31 樓 A 單位
	Whether conduits are concealed or exposed 導管是隱藏或外露	Conduits are partly concealed and partly exposed <sup>1</sup> 導管是部分隱藏及部分外露 <sup>1</sup>	
Gas supply 氣體供應	Type 類型	Towngas 煤氣	
	System 系統	Separate gas meter with gas supply pipe is provided and connected to gas water heater for all flats 獨立煤氣錶及煤氣喉供接駁煤氣熱水爐於所有單位	
Washing machine connection point 洗衣機接駁點	Design 設計	Drain point of a diameter of 40mm and water point of a diameter of 15mm are provided for washing machine 設有洗衣機去水直徑為 40 毫米及來水直徑為 15 毫米接駁喉位	
Water supply 供水	Material of water pipes 水管的用料	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply / hot water return 冷水供水採用銅喉及熱水供水/熱水回水採用配有隔熱絕緣保護之銅喉	
	Whether water pipes are concealed or exposed 水管是隱藏或外露	Water pipes are partly concealed and partly exposed <sup>2</sup> 水管是部分隱藏及部分外露 <sup>2</sup>	
	Whether hot water is available 有否熱水供應	Hot water supply to kitchen, bathroom and lavatory 廚房、浴室及洗手間供應熱水	

#### 4. Miscellaneous 雜項

		Water meter 水錶	Electricity meter 電錶	Gas meter 氣體錶
Water meter, electricity meter and gas meter 水錶、電錶及氣體錶	Location 位置	Common water meter cabinet on 2/F to 29/F (Water meters for 30/F and 31/F located on 29/F common water meter cabinet) 2 樓至 29 樓之公用水錶箱 (30 樓及 31 樓之水錶位於 29 樓之公用水錶箱)	Common electrical meter cabinet on each floor 每層之公用電錶箱	Inside kitchen / open kitchen on each flat 於每個單位內的廚房/開放式廚房
	Whether they are separate or communal meters for residential properties 就住宅單位而言是獨立抑或公用的錶	Separate meter 獨立錶	Separate meter 獨立錶	Separate meter 獨立錶

#### 5. Appliances 設備

Please refer to the "Appliances Schedule " 請參閱「設備說明表」
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#### Notes:

- Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
- Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
- 4/F, 13/F, 14/F and 24/F are omitted.

#### 註:

- 除部份隱藏於混凝土內之導管外，其他部份的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。
- 除部份隱藏於混凝土內之水管外，其他部份的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。
- 不設 4 樓、13 樓、14 樓及 24 樓。

Appliances Schedule 設備說明表

Location 位置	Description 描述	2/F – 29/F 2 樓至 29 樓			30/F 30 樓	31/F 31 樓
		A	B	C	A	A
Living and Dining Room, Master Bedroom, Bedroom 1 and Bedroom 2 客廳、主人睡房、睡房 1 及 睡房 2	Variable Refrigerant Volume Air-conditioner (Indoor Unit) 可變冷媒流量空調機(室內 機)	✓	✓	✓	✓	✓
	Variable Refrigerant Volume Air-conditioner (Outdoor Unit) 可變冷媒流量空調機(室外 機)	✓	✓	✓	✓	✓
Kitchen / Open Kitchen 廚房 / 開放式廚房	Induction Hob 電磁爐	✓	✓	✓	✓	✓
	Telescopic Cooker Hood 拉趟式抽油煙機	✓	✓	✓	✓	✓
	Microwave Oven with Grill 微波燒烤爐	✓	✓	✓		
	Combination Steam Oven 蒸焗爐				✓	✓
	Washer Dryer 洗衣乾衣機	✓	✓	✓		
	2-Door Refrigerator 雙門雪櫃	✓	✓	✓	✓	✓
	Exhaust Fan 抽氣扇				✓	✓
	Gas Water Heater 煤氣熱水爐	✓	✓	✓	✓	✓
	Variable Refrigerant Volume Air-conditioner (Indoor Unit) 可變冷媒流量空調機(室內 機)				✓	✓
Master Bathroom 主人浴室	Thermo Ventilator 浴室竇				✓	✓
	Gas Water Heater 煤氣熱水爐				✓	✓
	Exhaust Fan 抽氣扇				✓	✓
Bathroom / Bathroom 1 浴室 / 浴室 1	Exhaust Fan 抽氣扇	✓	✓		✓	✓
	Thermo Ventilator 浴室竇	✓	✓	✓	✓	✓
Bathroom 2 浴室 2	Thermo Ventilator 浴室竇	✓				
Utility 工作間	Dryer 乾衣機					✓
	Washer 洗衣機					✓
Lavatory 洗手間	Exhaust Fan 抽氣扇				✓	✓
	Dryer 乾衣機				✓	
	Washer 洗衣機				✓	

Notes:

- 4/F, 13/F, 14/F and 24/F are omitted.
- "✓" means such appliance(s) is/are provided or installed in the residential unit.

註:

- 不設 4 樓、13 樓、14 樓及 24 樓。
- "✓" 表示此設備於該住宅單位內提供或安裝。



### 附表 III Schedule III

就第 9 條而言，“對買方的警告”內容如下：

For the purposes of clause 9, the following is the “Warning to Purchasers”:

1. 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

3. **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.



**對買方的警告**

**請小心閱讀**

**WARNING TO PURCHASERS**

**PLEASE READ CAREFULLY**

物業 Property: 香港天后英皇道 33 號嘉居·天后\_\_\_\_樓\_\_\_\_單位  
Flat \_\_\_ on \_\_\_ Floor, Kabitat •Tin Hau, No. 33 King's Road, Tin Hau, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同 Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase)

買方 \_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_  
Purchaser(s) \_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_  
\_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_  
\_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_

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

我/我們謹此確認已收到此警告之副本及完全明白此警告之內容。

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

買方簽署 Signed by the Purchaser(s) : \_\_\_\_\_

日期 Date: \_\_\_\_\_



確認函(有關開放式廚房消防安全)

**Acknowledgement Letter (regarding Fire Safety of Open Kitchens)**

物業 Property: 香港天后英皇道 33 號嘉居·天后\_\_樓\_\_單位  
Flat \_\_\_\_ on \_\_\_\_ Floor, Kabitat •Tin Hau, No. 33 King's Road, Tin Hau, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同)  
Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase)

賣方 Vendor: 昌輝太平洋有限公司 Charmfield Pacific Limited

買方 \_\_\_\_\_HKID/Other ID/BR No.: \_\_\_\_\_

Purchaser(s) : \_\_\_\_\_HKID/Other ID/BR No.: \_\_\_\_\_

\_\_\_\_\_HKID/Other ID/BR No.: \_\_\_\_\_

\_\_\_\_\_HKID/Other ID/BR No.: \_\_\_\_\_

臨時合約日期 Date of PASP: \_\_\_\_\_

\*\*\*\*\*  
\*

於本文件中：  
In this document:

- (a) 「發展項目」指位於香港天后英皇道 33 號名為嘉居·天后的在興建中的發展項目；  
“Development” means the development being constructed known as Kabitat •Tin Hau, No.33 King's Road, Tin Hau, Hong Kong;
- (b) 「臨時合約」指賣方與買方簽立關於該物業的臨時買賣合約；  
“PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s);
- (c) 「公契」指發展項目大廈公契及管理合約；及  
“DMC” means the Deed of Mutual Covenant and Management Agreement of the Development; and
- (d) 「管理人」指公契下不時委任之發展項目管理人。  
“Manager” means the manager of the Development appointed under the DMC from time to time.

1. 我/我們現確認我/我們知悉及明白該物業屬於設有開放式廚房之住宅單位而按照公契的規定，設有開放式廚房之有關住宅單位的業主須遵守公契內第 8 附表的第 2 段的規定，自費遵守和履行有關開放式廚房消防安全之契諾、責任、規定和限制，我/我們並須促使該物業的租客及佔用人遵守及履行上述的契諾、責任、規定和限制。

I/We hereby acknowledge that I/we am/are aware of and understand that the Property is a residential unit containing open kitchen and that under the DMC, owners of the relevant residential units with open kitchen shall comply with paragraph 2 of Schedule 8 of the DMC and at his own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed concerning fire safety of open kitchen and shall cause the tenants and occupiers of the Property to observe and comply with the same.

2. 我/我們現確認我/我們知悉及明白須遵守和履行以下規定：

I/We hereby acknowledge that I/we am/are aware of and understand that I/we am/are required to observe and perform the followings requirements:

- (a) 安裝在該物業內的定址式煙霧偵測器不可被移除或阻擋。  
Addressable type detectors provided inside the Property shall not be removed or obstructed.

- (b) 開放式廚房範圍的花灑頭不可被移除或阻擋。  
Sprinkler heads provided in open kitchen areas shall not be removed or obstructed.
- (c) 開放式廚房旁之耐火等級不少於-/30/30 的全高度牆不可被移除。  
The full height wall having an FRR (i.e. fire-resistance rating) of not less than -/30/30 adjacent to an open kitchen shall not be removed.
- (d) 該物業的業主須准許註冊消防裝置承辦商就上述(a)及(b)之消防安全裝置進行年度維修。  
Owner of the Property shall allow the fire services installation in (a) and (b) above be subject to annual maintenance and conducted by the registered fire service installation contractors.
- (e) 管理人須協助該物業的業主／租客／佔用人進行消防裝置的年度維修及由註冊消防裝置承辦商向消防處遞交維修證書。該物業的業主／租客／佔用人須准許管理人及前述之承辦商進入該物業進行前述之年檢及維修。該物業的消防裝置的年度維修及維修證書的成本須由該物業的業主負責。  
The Manager shall assist the Owners/tenants/occupiers of the Property to carry out annual maintenance of the fire service installations and the maintenance certificates shall be submitted by the registered fire service installation contractors to the Fire Services Department. The Owners/tenants/occupiers of the Property shall allow access for the registered fire service installation contractors to carry out annual check and maintenance. The cost of annual maintenance of the fire service installations and the maintenance certificates of the Property shall be borne by the Owner of the Property.
- (f) 每年進行火警演習。  
Fire drill shall be carried out annually.
- (g) 該物業的業主須遵守並履行《消防安全管理計劃》的規定（公契中有所摘要）。  
Owner of the Property shall observe and comply with the requirements in the Fire Safety Management Plan (which are summarised in the DMC).
3. 我/我們確認明白上文第2段內所述之條款為相關公契及《消防安全管理計劃》的條款之摘要，僅供參考，一切均以最後生效之公契內之條款及其中摘要的《消防安全管理計劃》中的規定為準，另我/我們亦確認於簽訂臨時合約前已獲建議細閱公契（於售樓處及發展項目的互聯網網站有所提供）及尋求專業意見。  
I/We hereby acknowledge that the provisions mentioned in paragraph 2 above are only a summary of the DMC provisions concerned and the requirements under the Fire Safety Management Plan, which is for reference only and subject to the final effective terms of the DMC and the final effective requirements under the Fire Safety Management Plan summarised therein and that I/we have been advised to, before entering into the PASP, peruse the DMC (which is available at the sales office and on the website of the Development) and seek professional advice.
4. 我/我們確認及聲明我/我們同意購入該物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。  
I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
5. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。  
The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s)

\_\_\_\_\_

日期 Date : \_\_\_\_\_

## 改動確認函

### Acknowledgement Letter regarding Alterations

物業 : 香港天后英皇道 33 號嘉居·天后\_\_樓\_\_單位  
Property Flat \_\_\_ on \_\_\_ Floor, Kabitat •Tin Hau, No. 33 King's Road, Tin Hau, Hong Kong

賣方 Vendor: 昌輝太平洋有限公司 Charmfield Pacific Limited

買方 \_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_

Purchaser(s) \_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_

\_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_

\_\_\_\_\_ HKID/Other ID/BR No.: \_\_\_\_\_

*(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同 Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase)*

臨時合約日期 Date of PASP: \_\_\_\_\_ (由賣方填寫 to be completed by Vendor)

\*\*\*\*\*

於本文件中：

In this document:

- (a) 「發展項目」指位於香港英皇道 33 號名為嘉居·天后的在興建中的發展項目；  
“Development” means the development being constructed known as Kabitat •Tin Hau, No.33 King's Road, Hong Kong;
- (b) 「買賣合約」指按臨時合約簽立之該物業的正式買賣合約；  
“ASP” means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP;
- (c) 「售樓說明書」指於臨時合約日期當天適用的發展項目售樓說明書；  
“Sales Brochure” means the Sales Brochure of the Development prevailing as at the date of the PASP;
- (d) 「臨時合約」指賣方與買方簽立關於該物業的臨時買賣合約；及  
“PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s); and

1. 買方特此確認與賣方簽立臨時合約前已獲通知以下改動或可能作出之改動：  
The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following alterations or potential alterations before he/she/they/it entered into the PASP with the Vendor:

賣方擬／已向相關政府部門申請改動建築圖則，將該物業建築圖則改作本函附圖所示者（有關改動在圖中以藍色雲狀圈線標出），該等改動待相關政府部門批准。售樓說明書內該物業之樓面平面圖及其他相關章節的內容將不再作準並將作相應修改。

the Vendor will apply/has applied to the relevant Government Authority(ies) for alterations to the building plan(s) so as to change the building plan(s) of the Property to that/those as shown in the plan(s) attached hereto (the relevant alterations are clouded in blue on the plan(s)), subject to the approval by the relevant Government Authority(ies). The floor plan(s) and information in other relevant sections of the Property in the Sales Brochure will become not prevailing and will be revised accordingly.

賣方擬改動有關該物業的裝置、裝修物料及／或設備（有關改動已於本臨時合約附表 II 中作出更新）。售樓說明書內該物業之裝置、裝修物料及／或設備的描述將不再作準並將作相應修改。

the Vendor will change the fittings, finishes and/or appliances of the Property (the relevant alterations are being updated in the Schedule II of the PASP). The description of the fittings, finishes and/or

appliances of the Property in the Sales Brochure will become not prevailing and will be revised accordingly.

2. 買方確認並同意賣方可展開、繼續或進行上述改動，而不論任何上述改動有否獲相關政府部門批准及完成，買方亦必須根據買賣合約之條款及條件完成該物業之購買，無權就任何上述改動提出任何反對及索取任何賠償或要求減低該物業的售價。

The Purchaser(s) hereby acknowledges and agrees that the Vendor may commence, pursue or carry out any of the aforesaid alterations, and whether or not the same is approved by the relevant Government Authority(ies) or completed, the Purchaser(s) must complete the purchase of the Property in accordance with the terms and conditions of the ASP and shall not be entitled to raise any objection in relation to any of the aforesaid alterations, and any compensation or reduction in purchase price of the Property.

3. 本函並不影響賣方在臨時合約及買賣合約下的權利，包括（但不限於）在買賣合約項下賣方更改建築圖則和以其他裝置、裝修物料及設備代替該物業的裝置、裝修物料及設備的權利，及該等權利之概括性。

This letter shall not prejudice the Vendor's rights under the PASP or the ASP, including without limitation, the rights of the Vendor under the ASP in respect of amendment(s) of the building plan(s) and substitution of the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, and the generality of those rights.

4. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。

Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter, a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.

5. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。

The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s)

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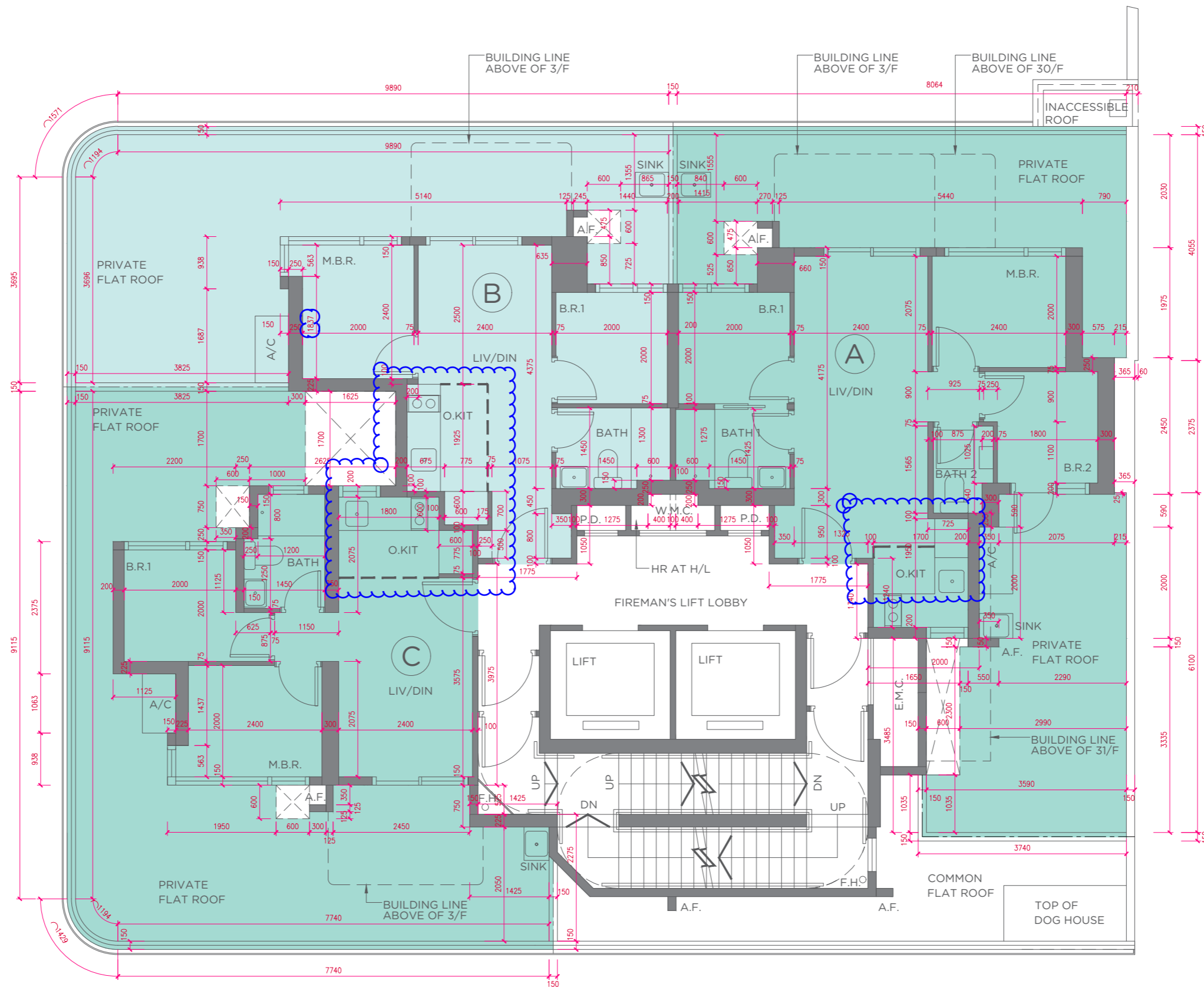
日期 Date : \_\_\_\_\_

# FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

## 發展項目的住宅物業的樓面平面圖

# 11

2/F Floor Plan  
樓平面圖



Scale 比例

