

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

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Tenders are invited for the purchase of:-

**THE PROPERTIES SET OUT IN COLUMN (A) OF THE SCHEDULE TO THE  
TENDER NOTICE  
AT THE REDHILL PENINSULA – SITE C (紅山半島 C 區), NO.18 PAK PAT SHAN  
ROAD, HONG KONG**

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**Tender commences at the date and time set out in column (B) of the Schedule to the Tender  
Notice  
and closes at the date and time set out in column (C) of the Schedule to the Tender Notice  
(unless previously withdrawn or sold)**

Duly completed and signed tender documents must be submitted between the commencement and closing of tender into the tender box labelled with "**Tender for The Redhill Peninsula – Site C**" at the 5<sup>th</sup> Floor, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong in a sealed plain envelope and clearly marked "**Submission of Tender Document No.3-A of The Redhill Peninsula – Site C (紅山半島 C 區)**".

**Vendor:** **Zeta Estates Limited**  
35<sup>th</sup> - 38<sup>th</sup> Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan,  
New Territories, Hong Kong

**Vendor's solicitors:** **Deacons**  
6<sup>th</sup> Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

**Vendor's agent:** **Chinachem Agencies Limited**  
35<sup>th</sup> - 38<sup>th</sup> Floors, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen  
Wan, New Territories, Hong Kong  
Enquiry Hotline: 2439 1662  
Contact Person: Mr. S.M. Ng (Tel: 2739 8811 / Fax: 2311 3080)

## PART 1: TENDER NOTICE

### 1. Definitions

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

<b>“Acceptance Period”</b>	means the period between the Tender Commencement Date and before 11 a.m. on the next day after the closing of tender;
<b>“Conditions of Sale”</b>	means the Conditions of Sale set out in Part 3 of this Tender Document;
<b>“Formal Agreement”</b>	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;
<b>“Letter of Acceptance”</b>	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
<b>“Offer Form”</b>	means the Offer Form set out in Part 2 of this Tender Document;
<b>“Property”</b>	means, if and when the Tenderer's tender is accepted by the Vendor, the Tendered Property or Tendered Properties (as the case may be);
<b>“Properties for Tender”</b>	means the properties set out in column (A) of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and <b>“Property for Tender”</b> means any one of them;
<b>“purchase price”</b>	means the purchase price specified in the Offer Form;
<b>“Purchaser”</b>	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
<b>“Tender Closing Date”</b>	means the date and time set out in column (C) of the Schedule to the Tender Notice;
<b>“Tender Commencement Date”</b>	means the date and time set out in column (B) of the Schedule to the Tender Notice;
<b>“Tender Document”</b>	means this Tender Document (comprising Part 1, Part 2 and Part 3 and Schedule but does not include the Annex);
<b>“Tender Notice”</b>	means the Tender Notice set out in Part 1 of this Tender Document;
<b>“Tendered Properties”</b>	means the properties as specified in the Schedule to the Offer Form and <b>“Tendered Property”</b> means any one of them;
<b>“Tenderer”</b>	means the person who is specified in the Offer Form as the tenderer;

- “Vendor” means Zeta Estates Limited; and
- “Vendor’s solicitors” means Messrs. Deacons.

## 2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest tender or any tender, and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.4 The Vendor also reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose of all or any of the Properties for Tender or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to change the closing date and time of the tender of any of the Properties for Tender from time to time by amending the Information on Sales Arrangements in relation thereto. The Vendor is not obliged to separately notify the Tenderers of such amendment.
- 2.6 The Vendor reserves the right to accept or disqualify any Tenderer who submits any non-conforming tenders or who does not submit a valid or properly executed document according to the 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.
- 2.7 Tenderers should note that the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.8 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. **Please complete and sign either the English version or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-
    - (i) Cashier's order(s) and cheque(s) (if applicable)
      - (A). One or more cashier's order(s) in the aggregate amount of 5% of the purchase price offered by the Tenderer and made payable to “DEACONS” issued by a bank duly licensed under section 16 of the Banking Ordinance. ; OR
      - (B). One or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the sum of HK\$1,000,000.00 and one or more cheque(s) drawn on a licensed bank in Hong Kong for the balance thereby making the aggregate amount of 5% of the Purchase Price offered by the Tenderer all made payable to “DEACONS”.

(ii) Tenderer's identification document

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

If the Tenderer is a company, copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent representing the Tenderer in the transaction (the "**Intermediary**"), whether or not the Intermediary also represents the Vendor.

(iv) Documents in Annex, duly signed and completed by the Tenderer

- (1) Warning to Purchasers (**Annex 1**)
- (2) Vendor's Information Form relating to the Property (**Annex 2**)
- (3) Personal Information Collection Statement (**Annex 3**)
- (4) Declaration of the Purchaser (relationship with Vendor) (**Annex 4**)
- (5) Extended Defect Maintenance Letter (**Annex 5**)
- (6) Purchaser's Declaration (Estate Agent Company / Estate Agent / Sales Person) (**Annex 6**)

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

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Submission of Tender Document No.3-A of The Redhill Peninsula – Site C (紅山半島 C 區)**"; and
- (d) placed in the Tender Box labelled "**Tender For The Redhill Peninsula – Site C**" placed at the 5<sup>th</sup> Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:  
**1 p.m. on the Tender Commencement Date**

Closing date and time of the tender:  
**4 p.m. on the Tender Closing Date**

2.9 All cashier's order(s) and cheque(s) (as the case may be) 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's order(s) and cheque(s) (as the case may be) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier's order(s) and cheque(s) (as the case may be) will be uncashed and made available for collection by the unsuccessful Tenderers by prior appointment Provided that the Vendor shall be entitled to return the cashier's order(s) and cheque(s) (as the case may be) by personal delivery or by post at the Tenderer's risk, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director or authorized signatory(ies)) 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 or trustee of the Tenderer.

- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
  - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s) and cheque(s) (as the case may be).
  - (d) The Tenderer shall select by putting a "✓" in the appropriate box in the Appendix of part II of the Schedule to the Conditions of Sale (the "**said Appendix**") the type of fittings, finishes and appliances relating to the Property, i.e. either (i) the "*Type A Fittings, Finishes and Appliances*" as set out in Section A of the said Appendix OR (ii) the "*Type B Fittings, Finishes and Appliances*" as set out in Section B of the said Appendix, and sign against the selected type of fittings, finishes and appliances.
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$10.00 upon receipt of a written demand from him prior to the submission of his tender.

### **3. Acceptance of Tender**

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form at 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.
- 3.3 The Purchaser shall, within five (5) working days after the date on which the Letter of Acceptance :-

sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Formal Agreement is available for inspection from the commencement date and time of the tender to the closing date and time of the tender at 5<sup>th</sup> Floor, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Formal Agreement and the Purchaser shall accept the same without amendments.

- 3.4 The Purchaser shall be offered by the Vendor the following gifts, financial advantage or benefits in connection with the purchase of the Property:-

Extended Defect Maintenance Offer

Please refer to the Extended Defect Maintenance Letter (**Annex 5**)

- 3.5 Tenderers are advised to note that in the event the Purchaser fails to pay the further deposit or to pay any part payments or the balance of the purchase price or to complete the purchase in accordance with the Conditions of Sale and/or the Formal Agreement, the Vendor shall have such rights and remedies against the Purchaser as specified in this Tender Document and/or the Formal Agreement.

**4. Miscellaneous**

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Properties for Tender. All enquiries should be directed to the Vendor's agent, Chinachem Agencies Limited (Enquiry Hotline: 2439 1662).
- 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 Formal 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 Formal Agreement.
- 4.3 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.

### Schedule to the Tender Notice

	<u>(A)</u> <u>Properties for Tender</u>	<u>(B)</u> <u>Tender</u> <u>Commencement Date</u> <u>and Time</u>	<u>(C)</u> <u>Tender</u> <u>Closing Date and</u> <u>Time</u>
1.	House No. 62, Palm Drive (Also known as House P4), The Redhill Peninsula – Site C, No. 18 Pak Pat Shan Road, Hong Kong	1:00 p.m. on 30 November 2021	4:00 p.m. on 30 November 2021

*[End of Schedule to the Tender Notice]*  
*[End of Part 1: Tender Notice]*

## **PART 2: OFFER FORM**

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of acceptance of tender

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 acceptance of tender and/or return of cashier's order(s) and cheque(s) (as the case may be). The letter regarding the acceptance of tender will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
- (c) I/We acknowledge that I/we am/are submitting this Offer Form on the basis of my/our own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and have obtained independent legal and other professional advice in relation to the Tender Document prior to the submission of this Offer Form.

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



## Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 - Tendered Properties and Purchase price</i>			
<input type="checkbox"/>	Tendered Property	House No.62, Palm Drive (Also known as House P4), The Redhill Peninsula–Site C, No. 18 Pak Pat Shan Road, Hong Kong	
	Purchase price (HK\$)		
	Cashier's order(s) / cheque(s)	Amount (HK\$)	Bank
			Cashier's order / cheque no.

<i>Section 3 – Terms of payment</i>	
The following type of Terms of payment of the purchase price is irrevocably offered by the Tenderer as indicated with a “tick” (Please tick one only):-	
<input type="checkbox"/>	<p><b>Term of Payment A1</b></p> <ol style="list-style-type: none"> <li>1. 5% of the purchase price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the preliminary deposit;</li> <li>2. 5% of the purchase price as further deposit shall be paid on or before 16<sup>th</sup> December 2021;</li> <li>3. 90% of the purchase price as balance of the purchase price shall be paid on completion which shall take place on or before a date which is 90 days after the date of the Letter of Acceptance (“<b>Completion Date</b>”).</li> </ol>

*Section 4 - Intermediary (if any)*

Name of sales person

EA Licence No.

Estate agency

Contact No.

Declaration regarding Intermediary (applicable only if an Intermediary is specified)

I/We declare and confirm 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 the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.

*Section 5 - Viewing of the Property (Please tick either one)*

- The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
- I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

*Section 6 - Submission checklist*

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

1.  Tender Document (without the Annex) with the Offer Form completed and signed
2.  Cashier's order(s) and cheque(s) (as the case may be)
3.  Tenderer's identification documents
4.  Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
  - (1)  Warning to Purchasers (undated) (**Annex 1**)
  - (2)  Vendor's Information Form relating to the Property (undated) (**Annex 2**)
  - (3)  Personal Information Collection Statement (undated) (**Annex 3**)
  - (4)  Declaration of the Purchaser (relationship with Vendor) (undated) (**Annex 4**)
  - (5)  Extended Defect Maintenance Letter (undated) (**Annex 5**)
  - (6)  Purchaser's Declaration (Estate Agent Company / Estate Agent / Sales Person) (undated) (**Annex 6**)

*Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)*

We declare and agree as follows:-

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

<b>Director(s)</b>		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		
<b>Shareholder(s)</b>		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

*Section 8 - Signature of the Tenderer and witness*

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

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

Signed by the Tenderer:

X

Witnessed by:

X

Name(s) of the authorized signatory(ies) (if the Tenderer is a company):

Name of the witness:

Date:

*[End of Part 2: Offer Form]*

### **PART 3: CONDITIONS OF SALE**

The Offer Form (with the Tender Notice and these Conditions of Sale) and the Letter of Acceptance shall constitute a binding agreement made on the date of the Letter of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "**Preliminary Agreement**").

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out below) on terms and conditions contained hereunder.

1. In this Preliminary Agreement:-
  - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (the “**Ordinance**”);
  - (b) the floor area of an item under Clause 10 below and Part I (a) of the Schedule is calculated in accordance with section 8(3) of the Ordinance;
  - (c) the area of an item under Clause 10 below and Part I (b) of the Schedule is calculated in accordance with Part 2 of Schedule 2 to the Ordinance;
  - (d) “**working day**” has the meaning given by section 2(1) of the Ordinance; and
  - (e) “**office hours**” means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.
2. The purchase price of the Property is the sum as set out in Section 2 of the Schedule to the Offer Form , which shall be paid by the Purchaser in the manner as set out in Section 3 of the Schedule to the Offer Form.
3. Pursuant to Section 3 of the Schedule to the Offer Form, if a tender is accepted by the Vendor, the cashier's order(s) and cheque(s) (as the case may be) in a sum which constitutes 5% of the purchase price submitted will be treated and applied as preliminary deposit (the “**Preliminary Deposit**”) payable by the Purchaser and shall be held by the Vendor’s solicitors as stakeholder.
4. It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-
  - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The sale and purchase shall be completed at the office of the Vendor’s solicitors during office hours on or before the Completion Date (as defined in Section 3 of the Schedule to the Offer Form).
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.

8. The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
9. If the Purchaser fails to sign the Formal Agreement within 5 working days after the date of the Letter of Acceptance:-
  - (a) this Preliminary Agreement is terminated;
  - (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.
10. The measurements of the Property are set out in Part I of the Schedule hereto.
11. The sale and purchase of the Property includes the fittings, finishes and appliances which are set out in the Appendix annexed to Part II of the Schedule hereto.
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.
13. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 14 below and fully understands its contents.
14. For the purposes of Clause 13 above, the following is the "**Warning to Purchasers**":-
  - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.  
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
  - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
  - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
  - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。

15. The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
16. (a) (Only applicable if Type A Fittings, Finishes and Appliances is selected) The Purchaser purchases with full knowledge of the existing physical condition of the Property and the fittings, finishes and appliances as set out in clause 11 and accepts that, upon completion of the sale and purchase, the Property will be as shown on the plan attached to this Preliminary Agreement and the said fittings, finishes and appliances will be incorporated into the Property.  
  
(b) (Only applicable if Type B Fittings, Finishes and Appliances is selected) The Property is sold on an “as-is” basis. The Purchaser purchases the Property with full knowledge of the physical condition of the Property and the fittings, finishes and appliances as set out in clause 11 and takes them as they stand.
17. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 5, remedy any defects to the Property or the fittings, finishes or appliances as set out in clause 11, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
18. The Vendor reserves the right to rectify any errors or omissions in the purchase price and the calculation of the purchase price. The amount of the purchase price and the manner of payment shall be as stated in the Formal Agreement.
19. Each party shall pay its own solicitor’s costs and expenses of and incidental to the preparation approval completion stamping and registration of the Formal Agreement and the Assignment Provided that if the Purchaser appoints the Vendor’s solicitors to act for it in respect of all legal documentation in relation to the purchase of the Property, the Vendor agrees to bear the Purchaser’s legal costs of the Formal Agreement and the Assignment but the stamp duties (as mentioned in clauses 20 and 21 below), registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall bear his own solicitors’ legal costs and disbursements in respect of the mortgage (if applicable) of the Property.
20. The due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement (the “**said Deed**”) and the plans to be attached to the said Deed, the costs for preparing certified copy of title deeds and documents, the fees for the plans to be annexed to the Formal Agreement and the Assignment, the stamp duties (including, without limitation to, the ad valorem stamp duty, the special stamp duty, the buyer’s stamp duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)), registration fees and other disbursements relating to the sale and purchase of the Property shall all be borne and paid by the Purchaser on or before completion (save for those stamp duties payable on this Preliminary Agreement and the Formal Agreement which shall be paid in accordance with Clause 21 below).
21. The Purchaser shall, within FIVE (5) working days after the date of the Notice of Acceptance, attend the office of the Vendor’s solicitors or the solicitors appointed by the Purchaser (as the case may be) bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Formal Agreement (in the standard form prepared by the Vendor’s solicitors without amendment), (b) (if applicable) pay a further sum by way of a cashier’s order (issued by

a bank which shall be a bank duly licensed under section 16 of the Banking Ordinance) made payable to "DEACONS" as further deposit; and (c) pay all stamp duty(ies) (as mentioned in Clause 20 above) payable on this Preliminary Agreement and the Formal Agreement.

22. Time shall in every respect be of the essence of this Preliminary Agreement.
23. The Purchaser shall inform the Vendor in writing of any change in correspondence address or telephone number.
24. In respect of each payment of the purchase price or any part of the purchase price required to be made under this Preliminary Agreement (save and except the balance of the Preliminary Deposit as mentioned in paragraph 2.8(b) of the Tender Notice), the Purchaser shall deliver to the Vendor's solicitors on the date on which such payment is required to be made by means of a cashier's order(s) issued or a cheque(s) certified good for payment by a licensed bank in Hong Kong and drawn in favour of the Vendor's solicitors.
25. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
26. This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
27. The Purchaser may instruct its own solicitor to act for it in its purchase of the Property. For details of the solicitors' firms, please contact The Law Society of Hong Kong at telephone number 2846 0500 or visit its website at [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk).
28. (a) The Purchaser acknowledges and is aware that the shareholders of the Vendor is indirectly beneficially owned by, inter alia, the following companies:-
  - (i) Dawna Range Company Limited (a subsidiary of Asiasec Properties Limited currently listed on the main board of the Stock Exchange of Hong Kong Limited ("SEHK") (Stock Code 271)) ("Dawna"); and
  - (ii) Chime Corporation Limited (a Chinachem Group company) ("Chime").
- (b) The Purchaser hereby represents and warrants to the Vendor that:-
  - (i) it has full power and legal capacity and has obtained all necessary approvals and consents to enter into and perform its obligations under this Preliminary Agreement and to carry out the transactions contemplated hereby;
  - (ii) this Preliminary Agreement constitutes legal, valid and binding obligations on the Purchaser in accordance with its terms;
  - (iii)  neither the Purchaser nor any of its Associates (as defined in the Listing Rules) is a Connected Person (as defined in the Listing Rules) to Dawna or Chime; and  
 the Purchaser or its Associates is a Connected Person to the following company(ies) :-
    - Dawna       參明 Chime
  - (iv)  the Purchase Price payable on Completion is not funded (whether directly or indirectly) by any Connected Person to Dawna or Chime, nor is there any agreement, arrangement, understanding or undertaking (whether formal or



informal and whether express or implied) between the Purchaser and any Connected Person to Dawna or Chime which will render this Preliminary Agreement or the transactions contemplated hereby to be treated as a connected transaction in accordance with Chapter 14A of the Listing Rules.

- the Purchase Price payable on Completion is funded (whether directly or indirectly) by the Connected Person to the following company(ies), or there is/are agreement(s), arrangement(s), understanding or undertaking(s) (whether formal or informal and whether express or implied) between the Purchaser and the Connected Person of the following company(ies) which render(s) this Preliminary Agreement or the transactions contemplated hereby to be treated as a connected transaction in accordance with Chapter 14A of the Listing Rules:-

Dawna       參明 Chime

29. The Purchaser shall upon completion of the sale and purchase of the Property pay to the manager of The Redhill Peninsula – Site C or the Vendor all management fee deposit, special funds, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the said Deed and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
30. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Formal Agreement is executed and if this Preliminary Agreement is terminated for whatever reason, the Vendor may 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. The cost and disbursements in relation to the preparation and registration of such memorandum shall be solely borne by the Purchaser.
31. Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any sub-sale or nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.
32. Section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement and this Preliminary Agreement may be varied by the parties hereto from time to time or terminated or rescinded by agreement of the parties hereto or pursuant to the provisions of this Preliminary Agreement without the consent of any person who is not a party to this Preliminary Agreement.
33. In the event of any discrepancy between the English and Chinese versions of this Preliminary Agreement, the English version shall prevail.

## **Schedule**

### **Part I**

In this Part, only the measurements of the property(ies) which the Property comprises are applicable to this Preliminary Agreement.

The measurements of the Property are as follows—

- (1) House No.62, Palm Drive (Also known as House P4), The Redhill Peninsula–Site C, No. 18 Pak Pat Shan Road, Hong Kong
  - (a) the saleable area of the Property is 274.002 square metres / 2949 square feet; and
  - (b) other measurements are—
    - the area of the flat roof is 22.280 square metres / 240 square feet;
    - the area of the garden is 119.086 square metres / 1282 square feet;
    - the area of the parking space is 44.592 square metres / 480 square feet;
    - the area of the roof is 93.160 square metres / 1003 square feet;
    - the area of the yard is 73.579 square metres / 792 square feet.

### **Part II**

The sale and purchase of the Property includes the following fittings, finishes and appliances—

Please refer to the Appendix

*[End of Part 3: Conditions of Sale]  
[End of the Tender Document]*

## 招標文件

### 公開招標承投購買物業

現招標承投購買：

載於招標公告附表(A)欄之位於  
香港白筆山道 18 號紅山半島 C 區之物業

招標開始日期及時間為載於招標公告附表(B)欄的日期及時間  
而招標截止日期及時間為載於招標公告附表(C)欄的日期及時間  
(但若在招標截止時限之前物業已被撤回或出售則除外)

填妥及妥為簽署的投標書須於招標開始至招標截止前放入普通信封內封密，信封面上清楚註明「紅山半島 C 區招標文件第 3-A 號的招標」，提交至賣方的代理人位於香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓擺放的標示為「紅山半島 C 區公開招標」的投標箱內。

賣方：**Zeta Estates Limited**  
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓

賣方律師：**的近律師行**  
香港中環遮打道 18 號歷山大廈 6 樓

賣方代理人：**華懋代理有限公司**  
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓  
查詢熱線：2439 1662  
聯絡人：吳崇武先生 (電話：2739 8811 / 傳真：2311 3080)

# 第 1 部份：招標公告

## 1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由招標開始日期至招標截止日期後的下一日上午 11 時正之前。
「出售條款」	指本招標文件第 3 部份的出售條款。
「正式合約」	指賣方與買方根據出售條款第 4 段擬簽訂的本物業的正式合約。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 2 部份的要約表格。
「本物業」	指如果及一旦投標者的投標書獲得賣方接納時的投標物業。
「該等招標物業」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表 (A) 欄所列的物業，而「招標物業」是指任何一個該等物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對本物業的投標書獲得賣方接納。
「招標截止日期」	指載於招標公告附表(C)欄的日期及時間。
「招標開始日期」	指載於招標公告附表(B)欄的日期及時間。
「招標文件」	指本招標文件（由第 1 部份、第 2 部份及第 3 部份及附表組成，但不包括附件）。
「招標公告」	指本招標文件第 1 部份的招標公告。
「該等投標物業」	指要約表格的附中訂明的物業，而「投標物業」是指任何一個該等物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指 Zeta Estates Limited。
「賣方律師」	指的近律師行。

## 2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購該等招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方亦保留權利在接受任何投標書之前的任何時間撤回所有或任何該等招標物業不予出售，或將所有或任何該等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。
- 2.5 賣方保留權利不時透過修改銷售安排資料的方法更改任何該等招標物業的招標截止日期及時間。賣方無須就修改銷售安排資料另行通知投標者。
- 2.6 賣方保留權利接受或將任何提交不符合要求之標書或未能提交有效或妥為簽署的招標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。
- 2.7 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。
- 2.8 投標書必須：
  - (a) 採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第 2 部分）；
  - (b) 連同以下文件：
    - (i) 銀行本票及支票（如適用）
      - (A). 一張或多張銀行本票，總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。
      - (B). 一張或多張銀行本票，金額合共 HK\$1,000,000.00 及一張或多張支票，金額為其相關餘款，銀行本票及支票總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，而支票則為香港發牌銀行的支票。
    - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
    - (iii) 中介人的牌照（如適用）

在交易中代表投標者的地產經紀（「中介人」）的地產經紀的牌照複印本，不論中介人是否同時代表賣方。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告 (附件 1)
- (2) 關於本物業的賣方資料表格 (附件 2)
- (3) 個人資料收集聲明 (附件 3)
- (4) 買方聲明書(與賣方關係) (附件 4)
- (5) 延長保養欠妥之處的信件 (附件 5)
- (6) 買方聲明 (地產代理公司/ 地產代理 /營業員) (附件 6)

請不要於本第(iv)分段所述的任何文件內填上日期。

(c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「紅山半島 C 區招標文件第 3-A 號的招標」；及

(d) 從下述招標開始日期及時間起至招標截止日期及時間止放入賣方代理人位於香港新界荃灣楊屋道 8 號如心廣場第 2 座 5 樓擺放的標示為「紅山半島 C 區公開招標」的投標箱內：

招標開始日期及時間：

**招標開始日期下午 1 時正**

招標截止日期及時間：

**招標截止日期下午 4 時正**

2.9 在賣方對收到的投標書作出決定前，所有銀行本票和支票(視何情況)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和支票(視何情況)將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票和支票(視何情況)將不會予以兌現，且落選投標者可經預約領回銀行本票和支票(視何情況)，惟賣方亦可將銀行本票和支票(視何情況)於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達或通過郵遞方式退還予落選投標者，風險由投標者承擔。

2.10 (a) 投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事或其獲授權人士簽署），並視作為主事人。賣方不接受任何人以代理人、獲授權人、被提名人、代表或信託人身份代表投標者行事。

(b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

(c) 要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票和支票(視何情況)的地址。

(d) 投標者須在出售條款附表第二部之附錄（「該附錄」）選擇本物業之裝置、裝修物料及設備（即（i）該附錄第 A 節列出之「A 類裝置、裝修物料及設備」或（ii）該附錄第 B 節列出之「B 類裝置、裝修物料及設備」），並在適當的方格加上「√」號及於所選的裝置、裝修物料及設備旁簽署。

2.11 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投

標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。

- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 10 元。

### 3. 接受投標

3.1 投標書如獲接納，中標者即成為本物業之買方。

3.2 買方會在承約期間屆滿或之前獲通知(「接納書」)其投標書已被接納，通知信函會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。

3.3 在接納書的日期後的 5 個工作日內，買方應：

簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標開始日期及時間至招標截止日期及時間在香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

3.4 買方就購買本物業可獲賣方提供以下(如適用)贈品、財務優惠或利益：

#### 延長保養欠妥之處優惠

詳情請參閱「延長保養欠妥之處的信件」(附件 5)

3.5 投標者宜注意，買方如未能繳付進一步訂金，或未能按照出售條款及/或正式合約繳付樓價任何部分付款或餘額或完成購買，賣方保留按照投標文件及/或正式合約向買方提出申索和獲得補償的權利。

### 4. 其他事項

4.1 投標者宜注意，賣方只會回答關於該等招標物業的一般問題，而不會就本招標文件或關於該等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華懋代理有限公司(查詢熱線: 2439 1662)。

4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 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。

招標公告的附表

	(A) 該等招標物業	(B) 招標開始日期及時間	(C) 招標截止日期及時間
1.	香港白筆山道 18 號紅山半島 C 區 棕櫚徑 62 號洋房 (亦稱為 P4 洋 房)	2021 年 11 月 30 日 下午 1 時	2021 年 11 月 30 日 下午 4 時

[招標公告的附表完]  
[第 1 部份：招標公告完]



## 第 2 部份：要約表格

(由投標者填寫)

致：賣方

### 1. 要約

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

### 2. 如要約獲接納將構成有效協議

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

### 3. 收取接受投標書信函的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函及退回銀行本票和支票(視何情況)的地址。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。

### 4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本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。
- (c) 本人／我們確認本人／我們是在自行檢視、詢問、調查及核實後方遞交本要約表格，並非依賴由賣方或賣方代表作出的不論書面或口頭、明示或隱含的陳述或保證，並已在遞交本要約表格前就招標文件取得獨立法律及其他專業意見。

### 5. 本人／我們授權賣方完成連同本要約表格遞交的文件中的細節（現在留白）（如有）。

## 要約表格的附表

(由投標者填寫)

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

第2節 – 該等投標物業及樓價				
<input type="checkbox"/>	投標物業	香港白筆山道 18 號紅山半島 C 區棕櫚徑 62 號洋房 (亦稱為 P4 洋房)		
	樓價 (HK\$)			
	銀行本票 / 支票	金額 (HK\$)	銀行	銀行本票/支票編號

第3節 – 支付條款
<p>招標者不可撤回地要約以下所選(以剔號表示)的支付條款(請只剔一個)：</p> <p><input type="checkbox"/> <b>支付條款 A1</b></p> <ol style="list-style-type: none"> <li>1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金（如招標被賣方接納）；</li> <li>2. 樓價 5% 於 2021 年 12 月 16 日或之前支付作為進一步訂金；</li> <li>3. 樓價 90% 作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 90 日(「成交日期」)內。</li> </ol>

**第4節- 中介人 (如有)**

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明 (僅於有指明中介人時適用)

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、承諾或陳述，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、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件進行。

**第5節- 參觀本物業 (請剔其中一項)**

- 賣方已開放本物業供本人/我們參觀，且本人/我們已參觀過本物業。
- 本人/我們明白本人/我們有權在遞交投標書之前參觀本物業，而賣方已開放本物業供本人/我們參觀，但本人/我們決定不參觀。

**第6節- 遞交清單**

以上文件連同本要約表格遞交 (詳情見招標公告第 2.8 段) :

1.  招標文件 (沒有附件) 及要約表格已填妥及簽署
2.  銀行本票和支票(視何情況)
3.  投標者的身份證明文件
4.  中介人的牌照 (如適用)
5. 由投標者填妥並簽署的附件的文件：
  - (1)  對買方的警告(未有填上日期) (附件 1)
  - (2)  關於本物業的賣方資料表格(未有填上日期) (附件 2)
  - (3)  個人資料收集聲明(未有填上日期) (附件 3)
  - (4)  買方聲明書(與賣方關係)(未有填上日期) (附件 4)
  - (5)  延長保養欠妥之處的信件(未有填上日期) (附件 5)
  - (6)  買方聲明 (地產代理公司/ 地產代理 / 營業員) (未有填上日期) (附件 6)

**第7節 – 關於公司投標者的聲明（不適用於個人投標者）**

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事及股東的資料均已列於下表。
2. 所有委任投標者的董事或分配/轉讓投標者股份的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至本物業根據正式合約買賣成交前，投標者的股東或董事均不會有任何改變（包括減少、增加、取代或更換）。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投標者的董事及股東的資料（包括其姓名、身份證明及香港永久性居民身份），而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

<b>董事</b>		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		
<b>股東</b>		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

**第8節 – 投標者及見證人的簽署**

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

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

投標者簽署：

見證人簽署：

X

X

獲授權人士的姓名（如投標者為公司）：

見證人姓名：

日期：

*[第2部份：要約表格完]*

### 第 3 部分：出售條款

要約表格（連同隨附之招標公告及出售條款）以及接納書將成為賣方及買方之間就買賣本物業於發出接納書之日簽立之具有約束力的合約（下稱「**本臨時合約**」）。

賣方出售及買方購買本物業必須根據下述之售價及條款和條件。

1. 在本臨時合約中—
  - (a) 「**實用面積**」具有《一手住宅物業銷售條例》(第 621 章) (「**該條例**」)第 8 條給予該詞的涵義；
  - (b) 下述第 10 條及附表第一部(a)所指的項目的樓面面積，按照該條例第 8(3)條計算；
  - (c) 下述第 10 條及附表第一部(b)所指的項目的面積，按照該條例附表 2 第 2 部計算；
  - (d) 「**工作日**」具有該條例第 2(1)條給予該詞的涵義；及
  - (e) 「**辦公時間**」指由上午 10 時起至同日下午 4 時 30 分為止的期間。
2. 本物業之售價於要約表格第 2 節列出。買方須按要約表格第 3 節列出的方式支付售價。
3. 按要約表格第 3 節，如投標獲賣方接納，隨投標表格遞交之金額為售價百分之 5 的銀行本票及支票（視情況而定）將被視為及應用作買方須支付的臨時訂金，且由賣方律師作為保證金保存人而持有。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須—
  - (a) 由買方於接納書之日期後的第五個工作日或之前簽立；及
  - (b) 由賣方於接納書之日期後的第八個工作日或之前簽立。
5. 買賣須在成交日(定義見要約表格第 3 節)或之前，於辦公時間內，在賣方律師的辦事處完成。
6. 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。
7. 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。
8. 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)，由買方承擔。
9. 如買方沒有在接受投標通知書的日期之後的 5 個工作日內簽立正式合約—
  - (a) 本臨時合約即告終止；
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 本物業的量度尺寸見附表第一部。

11. 本物業買賣所包括的裝置、裝修物料及設備見附表第二部之附錄。
12. 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。
13. 買方已確認收到第 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. 就第 13 條而言，「對買方的警告」內容如下—
  - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
  - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
  - (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
  - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
  - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
15. 買賣完成後，買方擁有本物業之空置管有權。
16.
  - (a) (僅適用於選擇 A 類裝置、裝修物料及設備) 買方在購買本物業時完全知悉本物業現時的實質狀況及第 11 條所列出本物業內的裝置、裝修物料及設備，並接受於成交時本物業將如附於本臨時合約的圖則所示者，而該等裝置、裝修物料及設備將會裝設於本物業內。
  - (b) (僅適用於選擇 B 類裝置、裝修物料及設備) 本物業是以「現狀」出售。買方在購買本物業時完全知悉本物業及第 11 條所列出本物業內的裝置、裝修物料及設備的實質狀況，並接受本物業及該等裝置、裝修物料及設備的實際狀況。

17. 凡本物業或第 11 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 5 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，儘快自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
18. 賣方保留權利修正售價在計算方面之錯誤或遺漏。售價以及付款方式以正式合約為準。
19. 買方及賣方將各自支付有關準備、審批、完成、加蓋印花及註冊正式合約及轉讓契之律師費及一切雜費。假若買方選用賣方律師作為買方之代表律師同時處理其購買本物業的所有法律文件，賣方同意為買方支付正式合約及轉讓契兩項法律文件之律師費，但印花稅（於下文第 20 及 21 條所述）、註冊費及其他代墊付費用須由買方負責。買方須負責支付有關其抵押(如適用)本物業之所有律師費用及代墊付費用。
20. 有關預備大廈公契及管理合約(「該公契」)的費用及附於該公契之圖則之費用的適當分攤、本物業買賣之業權契據及文件認證副本之費用、夾附於正式合約及轉讓契的所有圖則費、印花稅(包括但不限於根據《印花稅條例》(第 117 章)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)、註冊費及其他代墊付費用一概須由買方負責，並於成交日或之前支付(本臨時合約及正式合約需支付的印花稅除外，及須按第 21 條支付)。
21. 買方需於接受投標通知書的日期之後的五個工作日內攜帶其香港身分證或護照或(如買方為公司)商業登記證及本臨時合約的正本到賣方律師或買方自己聘用的律師(視情況而定)的辦事處辦理下列手續：(a) 簽署正式合約(格式須為賣方律師所擬備的標準格式，不得修改)；(b) (如適用)通過提交(經《銀行業條例》第 16 條妥當許可的銀行簽發的)抬頭為「的近律師行」的銀行本票的方式支付額外款項作為進一步訂金；及(c) 支付所有上文第 20 條所述的有關本臨時合約及正式合約應付的印花稅。
22. 時間為本臨時合約的關鍵元素。
23. 買方如更改通訊地址或電話，應以書面通知賣方。
24. 就本臨時合約項下須支付的本物業售價的每一筆款項(招標公告第 2.8(b)段所述的臨時訂金餘款除外)而言，買方須於該款項需被支付當日向賣方律師送達以抬頭寫上賣方律師並由本港持牌銀行所發出之銀行本票或蓋有銀行確認可支付之支票支付。
25. 本物業乃《印花稅條例》(第 117 章)第 29A(1) 條所註釋之住宅物業。
26. 本臨時合約取代雙方過往所有之商議、申述、認知及協議。
27. 買方可聘用自己選擇的律師處理其購買本物業買賣的相關事宜，有關律師行之資料，買方可致電香港律師會查詢，電話: 2846 0500，或瀏覽其網頁 [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk)。
28. (a) 買方認知及獲悉，賣方的股東由包括下列公司間接實益持有 :-
  - (i) Dawna Range Company Limited (乃亞證地產有限公司的全資附屬公司，該公司現於香港聯合交易所有限公司(「交易所」)主板上市[編號 271])(“Dawna”); 和
  - (ii) 參明有限公司(乃華懋集團的公司) (“參明”)。
- (b) 買方向賣方作出下列陳述及保證 :-



- (i) 買方有完全的權力及法律能力及已取得所有必須的批准及同意以簽署本臨時合約及履行其責任與進行本交易；
  - (ii) 本臨時合約根據其條款對買方構成法定的、有效的及有約束力的責任；
  - (iii)  買方或其任何聯繫人(按《上市規則》定義)不是 Dawna 或參明的關連人士(按《上市規則》定義)；及
    - 買方或其聯繫人是下列公司的關連人士 :-
      - Dawna       參明 Chime
  - (iv)  成交時所支付的樓價並不是(不論是直接或間接)由 Dawna 或參明的關連人士提供融資，買方亦沒有與任何 Dawna 或參明的關連人士就提供融資而有任何協議、安排、諒解或承諾(不論是正式或非正式亦不論是明示或暗示)，使本臨時合約或本交易按《上市規則》第 14A 章而成為關連交易。
    - 成交時所支付的樓價是(不論是直接或間接)由下列公司的關連人士提供融資，或買方與下列公司的關連人士就提供融資而有任何協議、安排、諒解或承諾(不論是正式或非正式亦不論是明示或暗示)，使本臨時合約或本交易按《上市規則》第 14A 章而成為關連交易 :-
      - Dawna       參明 Chime
29. 買方須在本物業成交時繳付予紅山半島 C 區的管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及根據該公契須就本物業繳付之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於公用事業按金。
30. 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，而本臨時合約基於任何原因被終止，賣方可單方面簽署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，有關擬備及註冊該備忘錄的費用及雜費由買方支付。
31. 不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方轉售本物業或提名或指派其他人士或個體作為轉讓契的承讓人或賣方因應買方要求簽署一份以上的轉讓契而產生的額外賣方代表律師費及代墊付費用。
32. 合約(第三者權利)條例(第 623 章)第 6(1)條不適用於本臨時合約，本臨時合約各方可隨時根據本臨時合約條款更改、終止或撤銷本臨時合約，而毋須取得任何非本臨時合約一方的第三者同意。
33. 倘若本臨時合約中英文本有差異，以英文文本為準。

## 附表

### 第一部

於本部，只有構成「本物業」的物業的量度尺寸方適用於本臨時合約。

本物業的量度尺寸如下——

(1) 香港白筆山道 18 號紅山半島 C 區棕櫚徑 62 號洋房 (亦稱為 P4 洋房)

(a) 本物業的實用面積為 274.002 平方米／2949 平方呎；及

(b) 其他量度尺寸為——

平台的面積為 22.280 平方米／240 平方呎；

花園的面積為 119.086 平方米／1282 平方呎；

停車位的面積為 44.592 平方米／480 平方呎；

天台的面積為 93.160 平方米／1003 平方呎；

庭院的面積為 73.579 平方米／792 平方呎。

### 第二部

本物業買賣所包括的裝置、裝修物料及設備如下——

請參閱附錄

[第 3 部分：出售條款完]

[招標文件完]

## 附件 **Annex**

(附件不屬於招標文件的一部份。在遞交招標文件之前，請先將附件移除。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

*(The Annex does not form part of the Tender Document. The Annex should be detached from the Tender Document before submitting the Tender Document. However, the Tenderer should note documents marked with “#” should be signed and submitted together with the Tender Document.)*

1. 對買方的警告 #  
Warning to Purchasers #
2. 關於本物業的賣方資料表格 #  
Vendor’s Information Form relating to the Property #
3. 個人資料收集聲明 #  
Personal Information Collection Statement #
4. 買方聲明書(與賣方關係) #  
Declaration of the Purchaser (relationship with Vendor) #
5. 延長保養欠妥之處的信件 #  
Extended Defect Maintenance Letter #
6. 買方聲明 (地產代理公司/ 地產代理 /營業員) #  
Purchaser’s Declaration (Estate Agent Company / Estate Agent / Sales Person) #

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

由 FROM : ZETA ESTATES LIMITED (「賣方」)("the Vendor")

致 TO : (「買方」)  
("the Purchaser")

本物業 PROPERTY : 詳見要約表格  
Please refer to the Offer Form

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

公曆 年 月 日

Dated this day of

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買方簽署 Signature(s) of the Purchaser

賣方資料表格  
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定  
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方 Vendor: Zeta Estates Limited  
發展項目 : The Redhill Peninsula - Site C, 18 Pak Pat Shan Road, Hong Kong  
Development 香港白筆山道 18 號紅山半島 C 區

指明住宅物業 Specified House No. 62, Palm Drive (Also known as House P4)  
Residential Property : 棕櫚徑 62 號洋房(亦稱為 P4 洋房)

- (a) 須就指明住宅物業支付的管理費用的款額 :  
the amount of the management fee that is payable for the Specified Residential Property:  
HKD\$12,960.00
- (b) 須就指明住宅物業繳付的地稅(如有的話)的款額 :  
the amount of the Government rent (if any) that is payable for the Specified Residential Property:  
HK\$1,000.00 per annum (Rural Building Lot No.1050) 每年港幣 1,000.00 元 (鄉郊建屋地段 1050 號)
- (c) 業主立案法團(如有的話)的名稱 :  
the name of the owners' incorporation (if any) :  
NIL 無
- (d) 發展項目的管理人的姓名或名稱 :  
the name of the manager of the Development:  
Mightyton Property Management Limited is appointed as the Manager of the Development under the Principal Deed of Mutual Covenant.  
根據發展項目的主公契，Mightyton Property Management Limited 為發展項目的管理人。  
Protech Property Management Limited is appointed by Mightyton Property Management Limited as the management agent under the Management Agreement(s).  
根據管理協議，保得物業管理有限公司獲 Mightyton Property Management Limited 委任為管理代理人。
- (e) 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 :  
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:  
NIL 無
- (f) 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該項目的任何部分恢復原狀的任何通知 :  
any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:  
NIL 無
- (g) 賣方所知的影響指明住宅物業的任何待決的申索 :  
any pending claim affecting the Specified Residential Property that is known to the Vendor:  
NIL  
無

印製日期 Date of Printing : 23 October 2021

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買方簽署 Signature(s) of the Purchaser

日期 Date :

### 個人資料收集聲明

本聲明適用於華懋代理有限公司（「華懋代理」）及其控股公司、附屬公司、聯營公司及關聯公司（華懋代理及其控股公司、附屬公司、聯營公司及關聯公司，統稱「本集團」或「本集團成員」）收集、使用及處理個人資料等事宜。

華懋代理及其他本集團成員可就本集團提供服務、產品、設施或優惠等相關事宜，收集、使用及處理客戶及潛在客戶的個人資料。該等服務、產品、設施或優惠可包括物業或車位的買賣或租賃、提供按揭，及由本集團提供或促成的優惠、活動或節目。

本聲明對閣下適用皆因閣下的身份是：(i)物業的買方或賣方，(ii)按揭貸款的借款人、按揭人或擔保人，或(iii)就租賃物業而言，租客或（如屬公司或其他非個人租客）其僱員、代理人或代表，或該租約的擔保人。本聲明適用於由閣下或代閣下向任何本集團成員提供的個人資料，及由任何本集團成員不時匯編有關閣下的其他個人資料（統稱「閣下的個人資料」）。本聲明列出閣下的個人資料可以使用的用途及其他關於《個人資料（私隱）條例》（第 486 章）的事宜。

本集團成員需要閣下的個人資料以向閣下提供或為閣下安排服務、產品、設施或優惠。如閣下拒絕提供所需的個人資料，本集團成員可能將不能夠為閣下服務或繼續為閣下服務。

#### 使用閣下的個人資料

1. 本集團成員可不時使用閣下的個人資料作下述一種或多種用途：
  - (a) 處理閣下就服務、產品、設施或優惠的申請或要求（包括評估及調查閣下履行閣下的責任的能力及，在適當時，評估及調查閣下的信貸價值、財務狀況及還款能力）；
  - (b) 向閣下提供服務、產品、設施或優惠，及處理就維持及管理該等服務、產品、設施或優惠相關所需安排及事宜（包括法律、行政及其他事宜）；
  - (c) 核對閣下的身份及閣下的個人資料是否準確；
  - (d) 不時評定及檢討閣下履行閣下的責任的能力及，在適當時，不時評定及檢討閣下的信貸價值、財務狀況及還款能力；
  - (e) 計算就有關服務、產品、設施或優惠，應由閣下或向閣下支付的任何金額；
  - (f) 追收或討回閣下以任何身份欠下的任何金額或債務；
  - (g) 執行閣下及任何本集團成員訂立的任何協議或安排的條款，及採取合適行動以保護或保存任何本集團成員的權利或利益；
  - (h) 與閣下聯絡及作整體關係管理及維繫；
  - (i) 調查、處理及回應閣下作出的或對閣下作出的，或以任何方式涉及閣下的任何意見、信息、要求、查詢、投訴或事件；
  - (j) 協助閣下向其取得或申請信貸服務的銀行、金融機構及信貸提供者，進行彼等對閣下的信貸調查或向閣下追收欠債；

- (k) 為閣下或整體客戶設計、安排、提供或促成服務、產品、設施、優惠、活動或節目；
- (l) 進行調查、研究及分析，以協助向閣下或整體客戶提供服務、產品、設施、優惠、活動或節目；
- (m) 促銷及推廣任何本集團成員或與任何本集團成員訂立任何品牌聯營或合作安排的任何業務夥伴或特選公司（各稱「本集團夥伴」）提供的服務、產品及設施，並請留意下述「使用閣下的個人資料作直接促銷」部份的詳情；
- (n) 遵守按任何法律或規例，或由任何政府機關、監管機構、執法機關、法庭或司法機構（不論在香港境內或境外的），就使用或披露個人資料向任何本集團成員施加的任何責任或要求（不論現有的或將來的）；
- (o) 遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動，而就使用或披露個人資料實施的任何政策及措施；
- (p) 核對或比較任何本集團成員不時持有閣下的個人資料，為了或有意產生或核實可用作對閣下採取不利行動的資料；
- (q) （如任何本集團成員真誠地相信有必要使用或披露個人資料）以保護任何本集團成員的權利或財產，或確認或聯絡任何不論有意與否可能對任何本集團成員的權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或在任何其他人士可能因此受損的情況下；
- (r) 讓任何本集團成員或其業務及資產（或任何部分，包括任何由本集團成員提供的按揭貸款）的實際或潛在買家或承讓人，為有關買賣或轉讓估值；及
- (s) 作其他與任何上述用途直接有關的用途。

#### **披露及移轉閣下的個人資料**

2. 本集團成員將為閣下的個人資料保密，但可向下述一種或多種類別的人士為上述第一段列出的用途不時披露或移轉閣下的個人資料：
  - (a) 任何其他本集團成員作提供服務、產品、設施或優惠相關之用；
  - (b) 如任何本集團成員提供按揭貸款，該按揭貸款的任何借款人、按揭人或擔保人（包括任何共同借款人、共同按揭人或共同擔保人，如適用）；
  - (c) 向任何本集團成員提供有關銷售或推廣物業或其一般業務或運作的服務或支援的代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者（包括彼等的僱員、董事、人員、代理及服務供應者）。該等服務或支援可包括銷售及推廣、資料儲存、資料處理、行政、電訊或電腦服務。該等代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者可能是或不是本集團成員；
  - (d) 閣下向其取得或申請信貸服務的任何銀行、金融機構或信貸提供者（可包括第一樓花按揭承按人或第一按揭承按人）；
  - (e) 任何本集團成員為了遵守法律、規例或法庭命令所需，或符合任何政府機關、監管機構、執法機關、法庭或司法機構的合法要求，有責任或被要求向其披露個人資料的人士，或當任何本集團成員真誠地相信有必要披露個人資料（包括但不限於）以保護其權利或財產，或確認或聯絡任何不論有意與否可能對其權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或當任何其他人士可能因此受損；

- (f) 任何本集團成員為了遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動而實施的任何政策及措施，被要求向其披露個人資料的人士；
- (g) 對任何本集團成員負有保密責任的任何人士，包括會計師、核數師、律師及其他專業顧問；
- (h) 由任何本集團成員委任以就閣下履行閣下的責任的能力及，在適當時，閣下的信貸價值、財務狀況及還款能力進行評估及調查的任何獨立承包商或代理人；
- (i) (當閣下拖欠償還任何金額或債務時) 任何追討欠款公司；及
- (j) 任何本集團成員或其業務及資產(或任何部分，包括任何由本集團成員提供的按揭貸款)的任何實際或潛在買家或承讓人。

3. 閣下的個人資料可能向任何上述人士在香港境內移轉或移轉至香港以外的地方。

### 使用閣下的個人資料作直接促銷

4. 每位收集閣下的個人資料的本集團成員有意使用閣下的個人資料作直接促銷，為此該位本集團成員須獲得閣下的同意。收集閣下的個人資料的本集團成員通常是有關物業的賣方或業主，或有關按揭貸款的貸款人。請閣下注意下列事項：

(a) 可使用個人資料的種類

該位本集團成員可使用下述各類由其不時持有的閣下的個人資料作直接促銷：

- 閣下的姓名、地址、電話號碼、電郵地址及其他聯絡資料；
- 有關閣下就服務、產品及設施的使用、購買或消費的模式及行為(包括服務及產品組合資料及消費習慣)；及
- 閣下的人口統計數據。

(b) 被促銷的服務、產品及標的類別

該位本集團成員可促銷下述一種或多種類別的服務、產品及標的：

- 該位本集團成員或任何其他本集團成員獨自或與任何其他發展商或人士不時提供作出售及/或出租的房地產或物業發展項目；
- 按揭貸款及其他信貸服務；
- 酒店、商務會議設施及服務、餐廳、康樂設施及娛樂；及
- 為慈善或非牟利目的的捐款或捐贈及相關活動或節目。

(c) 被促銷服務、產品及標的的供應商

上述服務、產品及標的可能由下述一種或多種類別的人士提供：

- 該位本集團成員；
- 其他本集團成員；及



- 本集團夥伴（而該等本集團夥伴的名稱可於有關服務、產品及標的的申請表或資料單張內找到）。本集團夥伴可包括地產發展商、金融機構、零售商戶、服務供應商、慈善團體及非牟利組織。

#### 個人資料查閱及改正要求及有關直接促銷的選擇

5. 根據《個人資料(私隱)條例》，閣下有權查閱及改正閣下的個人資料。本集團成員將對資料查閱要求收取合理費用以支付相關的行政開支及其他支出，並將預先通知閣下有相關的費用。
6. 如任何本集團成員向閣下提供按揭貸款，閣下有權獲告知該位本集團成員通常會向追討欠款公司披露那些閣下的個人資料，並獲提供進一步資料，讓閣下可向獲該位本集團成員披露閣下的個人資料的追討欠款公司提出查閱資料要求及／或改正資料要求。
7. 閣下有權不時就使用閣下的個人資料作直接促銷撤回或發出同意。
8. 請把閣下的資料查閱及資料改正要求或有關直接促銷的選擇送交「個人資料主任」，可郵寄致香港新界荃灣楊屋道 8 號如心廣場第 2 座 35 至 38 樓或以電郵發送致 [pdo@chinachemgroup.com](mailto:pdo@chinachemgroup.com)。

如本聲明的英文版本與中文版本之間有任何不符，應以英文版本為準。

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「√」號，即表示本人同意使用本人的個人資料作直接促銷：

- 本人同意使用本人的個人資料作直接促銷。

簽署： \_\_\_\_\_

姓名全寫： \_\_\_\_\_

身份（請在適當方格（等）加上「√」號）：

- 買方       賣方       借款人       按揭人       按揭貸款的擔保人
- 租客
- 公司或其他非個人租客的僱員／代理人／代表
- 租約的擔保人

日期： \_\_\_\_\_

## **Personal Information Collection Statement**

This Statement applies to the collection, use and handling of personal data by Chinachem Agencies Limited ("CCA") and its holding companies, subsidiaries, affiliates and associated companies (CCA and its holding companies, subsidiaries, affiliates and associated companies, collectively, the "Group" or "Group Members").

CCA and other Group Members may collect, use and handle personal data of customers and potential customers in connection with services, products, facilities or privileges offered by the Group. These services, products, facilities or privileges may include the sale, purchase or leasing of property units or car parking spaces, the provision of mortgage loans, and privileges, activities or events offered or procured by the Group.

This Statement applies to you because you are (i) a purchaser or seller of property, (ii) a borrower, mortgagor or guarantor of a mortgage loan, or (iii) in relation to the leasing of property, a tenant or lessee, or an employee, agent or representative of a corporate or other non-individual tenant or lessee, or a guarantor for the tenancy or lease. This Statement applies to the personal data provided by or for you to any Group Member and other personal data compiled by any Group Member about you from time to time (collectively, "Your Personal Data"). This Statement sets out the purposes for which Your Personal Data may be used and other matters relating to the Personal Data (Privacy) Ordinance, Cap. 486.

The Group Members need Your Personal Data for providing to you or arranging for you services, products, facilities or privileges. If you refuse to supply the necessary personal data, the Group Members may be unable to serve you or to continue to serve you.

### **Use of Your Personal Data**

1. The Group Members may use Your Personal Data for one or more of the following purposes from time to time:
  - (a) to process your application or request for services, products, facilities or privileges (including assessing and investigating your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability);
  - (b) to provide services, products, facilities or privileges to you, and handle the necessary arrangements and matters (including legal, administrative and other matters) for maintaining and managing such services, products, facilities or privileges;
  - (c) to verify your identity and accuracy of Your Personal Data;
  - (d) to appraise and review your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability from time to time;
  - (e) to calculate any amount payable by you or to you in connection with the relevant services, products, facilities or privileges;
  - (f) to collect or recover any amount or indebtedness owing by you in any capacity;
  - (g) to enforce the terms of any contract or arrangement between you and any Group Member and to take suitable action to protect or preserve the rights or benefits of any Group Member;
  - (h) to communicate with you and for overall relationship management and maintenance;
  - (i) to investigate, handle and respond to any comments, messages, requests, enquiries, complaints or incidents made by you, made against you or involving you in any manner;
  - (j) to assist banks, financial institutions and credit providers from which you obtain or apply for credit facilities to conduct credit checks about you or collect debts owing by you;
  - (k) to design, arrange, provide or procure services, products, facilities, privileges, activities or events for you or for customers generally;

- (l) to conduct survey, research and analysis to facilitate the provision of services, products, facilities, privileges, activities or events to you or to customers generally;
- (m) to market and promote services, products and facilities of any Group Member or any business partner or selected company that has made any co-branding or cooperative arrangement with any Group Member (each, a "Group Partner"), please see further details in "Use of Your Personal Data in Direct Marketing" paragraph below;
- (n) to comply with any obligations or requirements for using or disclosing personal data that are imposed on any Group Member by any law or regulations, or by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, whether in or outside of Hong Kong existing currently or in the future;
- (o) to comply with any policies and measures for using or disclosing personal data implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (p) to match or compare Your Personal Data held by any Group Member from time to time in order to or intending to produce or verify data which may be used for taking adverse action against you;
- (q) (where any Group Member believes in good faith that use or disclosure of personal data is necessary) to protect the rights or properties of any Group Member, or to identify, contact or bring legal action against any person who may be causing damage to or interference with the rights or properties of any Group Member (whether intentionally or otherwise), or when any other person could be harmed by such activities;
- (r) to enable actual or potential purchasers or assignees of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member), in each case to evaluate the purchase or assignment in question; and
- (s) to fulfill other purposes directly related to any of the above purpose.

#### **Disclosure and Transfer of Your Personal Data**

2. The Group Members will keep Your Personal Data confidential but may disclose or transfer Your Personal Data to one or more of the following classes of persons from time to time for the purposes set out in paragraph 1 above:
  - (a) any other Group Members in connection with the provision of services, products, facilities or privileges;
  - (b) where a Group Member provides a mortgage loan, any borrower, mortgagor or guarantor of that mortgage loan (including any co-borrower, co-mortgagor or co-guarantor, if applicable);
  - (c) any agents, sub-agents, suppliers, contractors, sub-contractors or service providers (including their employees, directors, officers, agents and service providers) who provide services or support to any Group Member in connection with the sale or marketing of properties or with its business or operations in general. These services or support may include sales and marketing, data storage, data processing, administrative, telecommunications, or computer services. These agents, sub-agents, suppliers, contractors, sub-contractors or service providers may or may not be Group Members;
  - (d) any bank, financial institution or credit provider from which you obtain or apply for credit facilities (which may include first equitable mortgagee or first mortgagee);
  - (e) any person to whom any Group Member is under any obligation or requirement to disclose personal data in compliance with law, regulation or court order, or in response to lawful request by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, or in case any Group Member believes in good faith that disclosure is necessary for (including but not limited to) protection of its rights or properties, or to identify, contact or bring legal action against

any person who may be causing damage to or interference with its rights or properties (whether intentionally or otherwise), or when any other person could be harmed by such activities;

- (f) any person to whom any Group Member is required to disclose personal data by any policies and measures implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (g) any person who owes a duty of confidentiality to any Group Member, including accountants, auditors, legal advisers and other professional advisers;
- (h) any independent contractor or agent appointed by any Group Member to conduct assessment and investigation of your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability;
- (i) any debt collection agency, where you default in paying any amount or indebtedness; and
- (j) any actual or potential purchaser or assignee of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member).

3. Your Personal Data may be transferred in or out of Hong Kong to any of the above-mentioned persons.

#### **Use of Your Personal Data in Direct Marketing**

4. Each Group Member that collects Your Personal Data intends to use Your Personal Data in direct marketing and that Group Member requires your consent for this purpose. The Group Member that collects Your Personal Data is usually the vendor or lessor of the relevant property, or the lender of the relevant mortgage loan. Please note the following:

(a) Types of personal data to be used

That Group Member may use the following types of Your Personal Data that is held by that Group Member from time to time in direct marketing:

- your name, address, telephone number, email address and other contact information;
- pattern and behaviour relating to your use, purchase or consumption of services, products and facilities (including services and products portfolio information and spending habits); and
- your demographic data.

(b) Classes of services, products and subjects to be marketed

That Group Member may market one or more of the following classes of services, products and subjects:

- real estate properties or property developments offered for sale and/or leasing by that Group Member or any other Group Member singly or jointly with any other developer or person from time to time;
- mortgage loan and other credit facilities;
- hotel, conferencing facilities and services, restaurants, food and beverages, amenities and entertainment; and
- donations or contributions for charitable or non-profit making purposes and related activities or events.

(c) Providers of services, products and subjects to be marketed

The above services, products and subjects may be provided by one or more of the following classes of persons:

- that Group Member;
- other Group Members; and
- Group Partners (and the names of these Group Partners can be found in the application form or information leaflet relating to the relevant services, products and subjects). Group Partners may include real estate developers, financial institutions, retail merchants, service providers, charitable bodies and non-profit making organisations.

#### **Data Access and Correction Requests and Choice relating to Direct Marketing**

5. You have the right to request access to and correction of Your Personal Data in accordance with the Personal Data (Privacy) Ordinance. There will be a reasonable charge for a data access request to reimburse the relevant Group Member's administrative costs and disbursements. You will be informed in advance of the charge.
6. Where a Group Member provides you with a mortgage loan, you have the right to be informed on request about the items of Your Personal Data that the Group Member may routinely disclose to its debt collection agency(ies) and be provided with further information to enable you to make data access request and/or data correction request to the debt collection agency(ies) to whom the Group Member discloses Your Personal Data.
7. You have the right to withdraw or give consent for use of Your Personal Data in direct marketing from time to time.
8. Please send your data access and data correction requests or choice relating to direct marketing to the attention of "Privacy Data Officer" either by post (to 35th -38th Floors, Tower 2, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong) or by email (to pdo@chinachemgroup.com).

In case of discrepancies between the English and Chinese versions of this Statement, the English version shall apply and prevail.

**I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.**

**I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.**

- I consent to the use of my personal data in direct marketing.**

**Signature:** \_\_\_\_\_

**Full name:** \_\_\_\_\_

**Capacity (please tick the appropriate box(es)):**

- Purchaser**  **Seller**  **Borrower**  **Mortgagor**  **Guarantor of mortgagor loan**  
 **Tenant/Lessee**  
 **Employee/agent/representative of corporate or other non-individual tenant/lessee**  
 **Guarantor of tenancy/lease**

**Date:** \_\_\_\_\_

**買方聲明 Declaration of the Purchaser**

致 : ZETA ESTATES LIMITED (「賣方」) ("the Vendor")  
TO

由 : (「買方」)  
FROM ("the Purchaser")

本物業 : 詳見要約表格  
PROPERTY Please refer to the Offer Form

本人/吾等/本法團現確認如下 :-  
I/We hereby confirm as follows :-

如買方為個人 :-

Where the Purchaser is an individual:-

1. 本人是 ZETA ESTATES LIMITED 的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of ZETA ESTATES LIMITED.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
2. 本人是 ZETA ESTATES LIMITED 的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of ZETA ESTATES LIMITED.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
3. 本人是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
4. 本人是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
5. 本人/吾等確認在該條例 <sup>4</sup> 下本人是 ZETA ESTATES LIMITED 的有關連人士。 I confirm that I am a related party to ZETA ESTATES LIMITED for the purpose of that Ordinance <sup>4</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	

如買方為法團 :-

If the Purchaser is a corporation:-

1. 本法團是 ZETA ESTATES LIMITED 的董事。 We are a director of ZETA ESTATES LIMITED.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
2. 本法團是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事。 We are a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
3. 本法團是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 。 We are an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
4. 本法團是 ZETA ESTATES LIMITED 的董事/經理 <sup>1</sup> 或該董事/經理 <sup>1</sup> 的父母、配偶、子女，屬於本法團作為私人公司 <sup>5</sup> 的董事或股東。 We are a private company <sup>5</sup> of which the manager <sup>1</sup> or director of ZETA ESTATES LIMITED or a parent/spouse/child of such director is our director or shareholder.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party

<p>5. 本法團確認在該條例<sup>4</sup>下本法團是 ZETA ESTATES LIMITED 的有關連人士。 We confirm that we are a related party to ZETA ESTATES LIMITED for the purpose of that Ordinance<sup>4</sup>.</p>	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	
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備註 NOTE :

<sup>1</sup> **經理 (manager)** 就公司而言—

- (a) 指在董事的直接權限下就該公司執行管理職能的人；但
- (b) 不包括—
  - (i) 該公司的財產的接管人或經理人；及
  - (ii) 根據《公司(清盤及雜項條文)條例》(第 32 章)第 216 條委任的該公司的產業或業務的特別經理人；

<sup>1</sup> **manager (經理)** means, in relation to a company—

- (a) a person who performs managerial functions in relation to the company under the directors' immediate authority; but
- (b) excludes—
  - (i) a receiver or manager of the company's property; and
  - (ii) a special manager of the company's estate or business appointed under section 216 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32).

<sup>2</sup> 「有聯繫法團」指 Zeta Estates Limited 的附屬公司、上貴投資有限公司或其附屬公司。

<sup>2</sup> **Associate corporation** means a subsidiary of Zeta Estates Limited, Super Queen Investments Limited or its subsidiaries.

<sup>3</sup> 「控權公司」即指上貴投資有限公司。

<sup>3</sup> **holding company** means Super Queen Investments Limited.

<sup>4</sup> 「該條例」是指『「一手住宅物業銷售條例」(第 621 章)』。

<sup>4</sup> **That Ordinance** means the "Residential Properties (First-hand Sales) Ordinance (Cap.621)".

<sup>5</sup> 「私人公司 (private company)」就「公司條例」(第 622 章)而言，如某公司符合以下說明，該公司即屬私人公司—

- (a) 該公司的章程細則—
  - (i) 限制成員轉讓股份的權利；
  - (ii) 將成員最高人數限於 50 人；及
  - (iii) 禁止邀請公眾人士認購該公司的任何股份或債權證；及
- (b) 該公司不屬擔保有限公司。

<sup>5</sup> **private company (私人公司)** means for the purpose of the Companies Ordinance (Cap.622), a company is a private company if—

- (a) its articles—
  - (i) restrict a member's right to transfer shares;
  - (ii) limit the number of members to 50; and
  - (iii) prohibit any invitation to the public to subscribe for any shares or debentures of the company; and
- (b) it is not a company limited by guarantee.

就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：For the purposes of this Declaration, a person is a related party to the Vendor if that person is:

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；  
a director of the Vendor, or a parent, spouse or child of such a director;
- (b) 該人是賣方的經理；  
a manager of the Vendor;
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；  
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

- (d) 該人是賣方的有聯繫法團或控權公司；  
an associate corporation or holding company of the Vendor;
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或  
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) 該人是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.

本人/吾等/本法團特此聲明上述提供資料正確及完整。

I/We hereby declare that the above information is accurate and complete.

本人/吾等/本法團茲進一步承諾如本人/吾等/本法團在簽立上述物業的正式買賣合約或之前就上述情況有任何改變，本人/吾等/本法團將以書面通知 貴公司。I/We hereby further undertake to notify you in writing of any change of the above information on or prior to my/our signing of the formal Agreement for Sale and Purchase of the above property.

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買方簽署 Signature(s) of the Purchaser

日期 Date :



延長保養欠妥之處的信件  
**Extended Defect Maintenance Letter**

由 : ZETA ESTATES LIMITED (「賣方」) ("the Vendor")  
From

致 : (「買方」)  
To ("the Purchaser")

發展項目 : 香港白筆山道 18 號紅山半島 C 區  
Development The Redhill Peninsula - Site C, 18 Pak Pat Shan Road, Hong Kong

本物業 : 詳見要約表格  
Property Please refer to the Offer Form

日期 :  
Date

本函是有關閣下購買本物業之事宜。  
We refer to your purchase of the Property.

在閣下按照閣下與賣方簽訂之臨時買賣合約(「臨時合約」)及其後之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從賣方買入本物業及成為本物業之註冊業主為前提下，賣方將在不減損閣下於正式合約下之權利下當收到閣下由成交日起計的 12 個月內(「時限」)所送達的書面通知後，在合理地切實可行的範圍內盡快自費就本物業或正式合約所列的裝置、裝修物料及設備(統稱「裝設」)欠妥之處作出補救(閣下或閣下的代理人、承辦商或本物業的任何住客、佔用人或訪客的行為或疏忽所導致除外)，前提為：

Subject to and conditional upon your completion of the purchase of the Property directly from the Vendor in all aspects in accordance and in compliance with the Preliminary Agreement for Sale and Purchase (the "PASP") of the Property and its subsequent Agreement for Sale and Purchase (the "ASP") between you and the Vendor and becoming the registered owner of the Property, the Vendor is prepared to, but not in derogation from your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 12 months from the date of completion of the sale and purchase of the Property (the "Time Limit"), remedy any defects to the Property or the Fittings, Finishes or Appliances set out in the ASP ("FFA") (caused otherwise than by any act or neglect of you or your agent, contractor or any resident, occupier or visitor of the Property), provided that:

1. 閣下須盡快在時限內書面通知賣方有關本物業或裝設的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。  
You shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property or the FFA which should be ascertainable upon reasonable inspection.
2. 賣方在收到閣下按照上述第 1 段送達的書面通知後，須在合理地切實可行的範圍內，盡快自費(由其承辦商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。賣方不須因此責任而向任何人士承擔任何相應而生的損失或賠償、或因未能使用本物業或裝設的損失或賠償。  
The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served in accordance with paragraph 1 above, remedy the defects stated therein. The Vendor shall not by reason of this obligation be liable to any person for any consequential loss or compensation or any loss or compensation of use of the Property or the FFA.

3. 此項責任不包括任何位於本物業內或隨本物業出售的家具、擺設、花草植物或園藝設計，亦不包括任何本物業之損耗或在買賣完成後所新增的事物。  
This obligation does not cover any furniture, decorations, plants or landscaping located at in or sold with the Property, nor any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase.
4. 本函賦予閣下之權利或利益只屬閣下個人的，不得轉讓或轉移。當閣下出售/轉移本物業或簽訂有關協議，該等權利或利益將會自動終止。為免疑問，賣方在任何情況下均不須向閣下之轉購人、被提名人、承讓人或承轉人負責。  
The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically once you sell/transfer or enter into agreement to sell/transfer the Property. For the avoidance of doubt, the Vendor shall in any event not be liable to your sub-purchaser(s), nominee(s), assignee(s) or transferee(s).
5. 此項責任是在完全不損害賣方及買賣雙方基礎、純為賣方之良好商譽及賣方因閣下購買本物業而餽贈的利益而提供。為免疑問，賣方無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。  
This obligation is given on an entirely without prejudice basis and as a gesture of goodwill. It is a benefit provided by the Vendor in relation to your purchase of the Property. For the avoidance of doubt, the Vendor shall not bear any liability to the Purchaser or compensate for any loss for any failure to perform this obligation. In case of any dispute in relation to the obligation of the Vendor as herein mentioned, the decision of the Vendor shall be final and binding on you.
6. 在不損害前述條文的一般性的原則下，此項責任是不包括任何蓄意或錯誤行為或疏忽或正常損耗造成的欠妥之處，且賣方不會對因不恰當使用、操作、維修或保養所造成、和因閣下遺漏或延誤通知賣方而加深的欠妥之處或損壞作出補救。若閣下把該等有欠妥之處的事物更改、修改、改變或重新安置、出售或丟棄，此項責任將不適用。  
Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper use, operation, repair or maintenance, or for defect or damage aggravated through failure omission or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, modified or varied or otherwise relocated, sold or disposed of.
7. 賣方的責任須符合一項先決條件，即買方須讓賣方或其授權代理人合理地進入本物業。  
This obligation of the Vendor is conditional upon the Purchaser giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.
8. 本函獨立於臨時合約及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。  
This letter is independent of the PASP and the ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and ASP.
9. 與本函任何條款有關的任何爭議，概由賣方享有最終決定權。  
In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.
10. 各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」)強制執行本函下任何條款，並且同意排除該條例不適用於本函。

The parties do not intend any term of this letter to be enforceable 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.

11. 本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。  
The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

經適當及仔細考慮本函內容後，買方及賣方均同意接受本函內所有條款並受其約束。  
After due and careful consideration of the contents of this letter, both the Vendor and the Purchaser agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署 Signed by the Purchaser

代表賣方簽署 For and on behalf of the Vendor

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**買方聲明 (地產代理公司/ 地產代理 / 營業員)**  
**Purchaser's Declaration (Estate Agent Company / Estate Agent / Sales Person)**

本物業 : 詳見要約表格  
Property Please refer to the Offer Form

以上物業 (下稱「本物業」) 之買方, 即:-

The purchaser of the above unit(s) (hereinafter referred to as “the Property”), namely:-

個人姓名/公司名稱: Name(s) of Individual(s) / Company :	(下稱「買方」) (hereinafter referred to as “the Purchaser”)
身份證明文件/護照(請註明)/商業登記證號碼: Identification Document / Passport (please specify) No(s). / Business Registration No. :	
住址 / 公司註冊地址: Address / Registered Office :	
電話: Telephone :	

由以下地產代理介紹:-

has been referred by the following estate agent : -

地產代理公司名稱: Name of the Estate Agent Company:	(下稱「推薦人」) (hereinafter referred to as “the Referee”)
推薦人牌照號碼: Referee's Licence Number :	
地址: Address :	
電話: Telephone :	
持牌地產代理/營業員姓名: Name of Licensed Estate Agent/Sales Person:	(下稱「營業員」) (hereinafter referred to as “the Sales Person”)

(「推薦人」及「營業員」以下統稱為「中介人」。

“The Referee” and “the Sales Person” are hereinafter collectively referred to as “the Intermediary”.)

予「Zeta Estates Limited」(下稱「賣方」), 以購買本物業。

to “Zeta Estates Limited” (hereinafter referred to as “the Vendor”) to purchase the Property.

買方及中介人僅此共同及個別地確認及聲明如下：

The Purchaser and the Intermediary hereby jointly and severally confirm and declare as follows:

1. 中介人沒有獲賣方授權以允諾或保證或訂定賣方方面之責任或承諾或修改任何買方與賣方之間所簽定之合約(「合約」)，而賣方並無責任履行中介人所作之任何允諾、保證、責任或承諾。  
The Intermediary is not authorized by the Vendor to undertake or warrant or create any responsibility or commitment on the part of the Vendor nor to amend any agreement entered into between the Purchaser or the Vendor (“Agreement”), and the Vendor is under no responsibility to fulfill any undertaking, warranty obligation or commitment made by the Intermediary.
2. 除本物業的售價或合約列出的開支之外，賣方沒有亦不會直接或間接地向買方收取任何費用或佣金，賣方亦沒有授權其任何員工或人士從買方收取任何利益。若買方遇到任何人士聲稱為賣方的員工或代理人向買方索取任何利益，買方應向香港特別行政區廉政公署作出舉報。  
Save and except the purchase price of the Property and the expenses as set out in the Agreement, the Vendor has not collected and will not, directly or indirectly, collect any fee or commission from the Purchaser. The Vendor has not authorized any of its staff, agent or person to receive any benefit from the Purchaser. If the Purchaser is requested by any person who alleged being the staff or agent of the Vendor for any benefit, the Purchaser should report this to the Independent Commission Against Corruption of the Hong Kong Special Administrative Region (ICAC); and
3. 賣方不會參與買方與中介人之間的任何糾紛。買方不得利用任何藉口拖延或拒絕完成本物業之買賣成交。  
The Vendor will not be involved in any dispute between the Purchaser and the Intermediary. The Purchaser shall not use any excuse to postpone or refuse to complete the sale and purchase of the Property.
4. 本聲明中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。  
The Chinese translation of this Declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

請在此附上名片  
Please annex business card

買方簽署：

Signed by the Purchaser :

\_\_\_\_\_

持牌地產代理／營業員簽署：

Signed by the Licensed Estate Agent/Sales Person :

\_\_\_\_\_ (\*請在此附上名片)

(\* please annex business card)

持牌地產代理／營業員牌照號碼：

Licence Number of the Licensed Estate Agent / Sales Person :

\_\_\_\_\_

日期：

Date :

\_\_\_\_\_