



TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF
載有下述物業招標條款之招標公告

Unit D, 9/F, Tower 2

(Any combination of or each of the above properties is referred to below as the
“Property”) of 8 Deep Water Bay Drive (the “Development”)
深水灣徑 8 號 (「發展項目」)

第 2 座 9 樓單位 D

(以上物業之任何組合或每個個別物業下稱「該物業」)

Date 日期: 8 January 2021

2021年1月8日

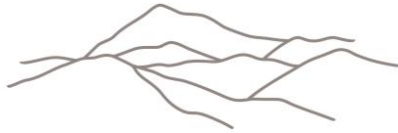
From: Cheerwide Investment Limited (the “Vendor”)

本文件由振遠投資有限公司 (「賣方」) 發出

To: Tenderers of the Property

致：該物業投標人

- (1) To make an offer to purchase the Property, you shall
如欲作出要約購買該物業，閣下須
- (a) complete and sign the Offer Section of this document below (the “**Offer Section**”) without any amendment to this document;
填妥及簽署本文件下文要約部份 (「**要約部份**」) (不得修改本文件)；
 - (b) complete and execute the enclosed form of the preliminary agreement for sale and purchase of the Property (the “**PASP**”) and without any amendment and **in duplicate**; and
填妥及簽立該物業之臨時買賣合約 (「**臨時合約**」) (其格式附夾於本文件，不得修改)，**一式兩份**；及
 - (c) complete and sign the enclosed forms of Warning to Purchasers, Declaration of Related Party, Letter of Consent to Collection of Personal Data, Declaration in relation to Intermediary, the applicable Vendor’s Information



Form, Acknowledgement Letter for Properties Viewing, Acknowledgement Letter for Physical State of Residential Property, Supplemental Letter (if applicable), Letter of Defect Warranty (English version only) and Acknowledgement Letter regarding Opaque Glass Curtain Wall all without any amendment.

填妥及簽署「對買方的警告」、「有關連人士購入單位聲明」、「個人資料收集同意書」、「有關介紹人聲明」、適用的「賣方資料表格」、「物業參觀確認函」、「有關住宅物業狀況確認函」、「補充函」(如適用)、「執修保養通知書」(只提供英文版本)及「有關不透明玻璃幕牆確認函」(其格式附夾於本文件，所有文件均不得修改)。

Please do not date the PASP. Please date the documents referred to in (1)(c) above the date on which you sign the same.

請勿於臨時合約填上日期。簽署上述第(1)(c)段提及之文件時，請填上簽署日期。

- (2) You shall submit the following to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid enclosed in a sealed envelope, by delivering the same **to the Tender Box labelled “Tender for 8 Deep Water Bay Drive” placed at 23/F., Nan Fung Tower, 88 Connaught Road C., Central, Hong Kong between 10 a.m. and 11 a.m. from 12 January 2021 to 12 January 2021 (Saturdays, Sundays, Public Holidays excluded). Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.**

閣下須於 **2021 年 1 月 12 日至 2021 年 1 月 12 日 (星期六、星期日及公眾假期除外) 上午十時至上午十一時**把下述文件連同本文件（要約部份須如上所述填妥及簽署）放入信封內封密，一併交回香港中環干諾道中 **88 號南豐大廈 23 樓**擺放的標示為「深水灣徑 8 號投標」的投標箱內。**請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。**

- (a) your completed and executed documents referred to in (1) above (please note that the PASP shall be submitted **in duplicate**);
經閣下填妥及簽立之上述第(1)段所述的文件（請注意：臨時合約需提交**一式兩份**）；



- (b) one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong in the amount of HK\$8,000,000 and made payable to “Woo Kwan Lee & Lo”, the Vendor’s solicitors; **AND** one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong or Hong Kong Dollar personal cheque(s) for the total amount of the remaining balance of the preliminary deposit made payable to “Woo Kwan Lee & Lo” (for the avoidance of doubt, the amount of the preliminary deposit must be 5% of the purchase price you offered); and

一張或多張金額合共等於港幣8,000,000而抬頭人為「胡關李羅律師行」(即賣方律師)的由香港持牌銀行發出的港幣銀行本票及一張或多張金額合共等於臨時訂金餘額而抬頭人為「胡關李羅律師行」的由香港持牌銀行發出的港幣銀行本票或港幣個人支票 (為免疑問, 臨時訂金金額須等於閣下出價5%); 及

- (c) copy(ies) of your identification document(s) (note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of director and annual return of the tenderer (Form X/D2/AR1)).

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), 商業登記證, 最近期之董事名冊及周年申報表(表格 X/D2/AR1))。

- (3) 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 **at and before 5 p.m. on the fourteenth working day after the closing date of the tender** (the “Specified Date”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor.

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, 且該要約於招標截止日期後的第 14 個工作天(「指明日期」)下午五時正及之前不能收回及可供賣方接受, 而一經賣方接受, 閣下與賣方間即有合約存在。



- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one duplicate of the PASP executed by the Vendor and dated not later than the Specified Date as soon as practicable.
賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於指明日期之臨時合約一份。
- (5) The cashier order(s) and/or personal cheque(s) submitted will remain uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier order(s) and/or personal cheque(s) for the amount of 5% of the purchase price offered accepted by the Vendor will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor or where there is/are any unused cashier order(s) and/or personal cheque(s), you will be notified and the cashier order(s) and/or personal cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) and/or personal cheque(s) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.
在賣方尚未決定是否接受閣下要約前，閣下所提交之本票及/或個人支票將不作兌現。倘賣方接受閣下要約，相等於賣方接受之出價5%之本票及/或個人支票將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約或任何本票及/或個人支票尚未使用，閣下將獲通知，本票及/或個人支票將不作兌現，且經預約閣下可領回本票及/或個人支票，惟賣方有權將本票及/或個人支票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）。
- (6) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
如中標者為公司，在簽立正式買賣合約之前，中標公司之董事及/或股東成員不得有任何更改。
- (7) 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. The Vendor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Sales Arrangements in relation hereto.

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。賣方有全權於接受任何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不時更改招標截止日期及/或時間。

- (8) Subject to completion of the purchase of the Property, each successful tenderer of the Property OR each successful tenderer of the Property together with his/ her Related Tenderer(s) (if applicable; as defined in the Supplemental Letter) who is/are close relative(s) (which shall mean a spouse, parent, child or sibling of an individual) of the successful tenderer and has/ have also been awarded his/her/their relevant tender(s) (the "Related Close Relative Successful Tenderer(s)) shall be entitled to have an option to purchase Carparking Spaces of the Development (the "Option"). Successful tenderers of the Property OR (if applicable) successful tenderers of the Property and his/ her Related Close Relative Successful Tenderer(s) (collectively the "Purchaser(s)") will all together (if applicable) be divided into different batches by reference to the total number of residential properties purchased under the relevant PASP(s), Provided That the relevant supporting documents to the satisfaction of the Vendor must be provided to prove that the Successful Tenderer and his/her Related Successful Tenderer(s) are close relative(s) and that the Vendor reserves the final right to decide on whether or not a person is qualified as a close relative. When the Vendor sells any of the Carparking Spaces of the Development and invite the Purchaser(s) to select and purchase such Carparking Spaces, higher priorities of selection of Carparking Spaces will be given to Purchaser(s) who has/have purchased more residential properties. The priorities of selection of Carparking Spaces among the same batch of Purchaser(s) will be determined by balloting. Please see below details of the entitlements under the Option to different batches of Purchaser(s):

受限於該物業之買賣完成，每位該物業的中標者或該物業的中標者連同屬其近親（即個人的配偶、父母、子女或兄弟姊妹）其又中標之相關投標者（如適用，「相關投標者」定義見「補充函」，上述屬近親而又中標之相關投標者下稱「相關近親中標者」）將有獲認購發展項目中停車位之權利（「認購權」）。中標者或中標者及相關近親中標者（如適用）（統稱「買方」）將可一併（如適用）按其有關臨時合約下購買之住宅物業的總數被分為不同組別，惟須提供令賣方滿意的有關證明文件以茲證明中標者及相關近親中標者為近親，且賣方對一人是否近親保留最終決定權。當賣方發售發展項目中任何停車位並邀請買方選購此等停車位，購買較多住宅物業之買方將獲較高優先權揀選



停車位。同一組別的買方揀選停車位的優先次序將以抽籤決定。不同買方組別所獲的認購權下之權利之詳請如下：

No(s). of Residential Property(ies) Purchased under the Relevant PASP(s) 有關臨時合約下購買之住宅物業的數量	No(s). of Carparking Space(s) entitled under the Option 認購權下有權認購之停車位數量
1	2

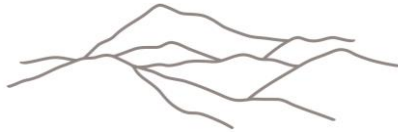
The Purchaser(s) must decide whether to purchase such a Carparking Space and must enter into (a) relevant sale and purchase agreement(s) within the period as prescribed by the Vendor, failing which that Purchaser(s) will be deemed to have given up his/her Option. The Option shall be personal to the Purchaser(s) and shall not be assigned, transferred or in any way disposed of. Details in relation to the sale of Carparking Spaces of the Development shall be determined by the Vendor at its sole and absolute discretion and is subject to the terms and conditions of the relevant transaction documents which will be announced later.

買方須依照賣方所訂之時限決定是否購買停車位及簽署相關買賣合約，逾時作棄權論。上述認購權屬於買方個人，不得轉名、轉讓或以任何方式處置。有關停車位出售之詳情將由賣方全權及絕對酌情決定，並受容後公佈之相關交易文件條款及條件限制。

Note: According to the Land Grant of the Development, not more than three in number of the total of the Carparking Spaces and Motorcycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the Development. *[Subject to the terms and conditions of the Land Grant; Please refer to the Land Grant for details]*

註：根據發展項目批地文件規定，轉讓予發展項目任何一個住宅單位的擁有人或出租予發展項目任何一個住宅單位的住客的停車位及電單車停車位總數不得多於3個。*[詳情請參閱批地文件；一切以批地文件條款為準]*

- (9) It is hereby specifically declared by the Vendor that any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part



of this Tender Notice 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 set out in this Tender Notice or the Preliminary Agreement.

茲聲明賣方任何人員或代理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。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告或臨時合約的任何條款或條件。

- (10) You are advised to instruct your own solicitors to advise you on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.

特此建議閣下就本文件之條款及附夾於本文件內各文件之條款向閣下律師尋求意見。

- (11) 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 giving 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.

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。

- (12) 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).

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。

- (13) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall



prevail.

本文件之中文譯本謹供參考之用，如與英文文本有歧義，將以英文文本為準。

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OFFER SECTION

要約部份

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

由投標者填妥及簽署：

I/We hereby submit the materials referred to (2) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交第（2）段所述之文件如下（請標上“√”）：

- ☐ completed and executed PASP **(IN DUPLICATE)**
已填妥及簽立之臨時合約（一式兩份）
- ☐ the completed and signed Warning to Purchasers
已填妥及簽署的「對買方的警告」
- ☐ the completed and signed Declaration of Related Party
已填妥及簽署的「有關連人士購入單位聲明」
- ☐ the completed and signed Letter of Consent to Collection of Personal Data
已填妥及簽署的「個人資料收集同意書」
- ☐ the completed and signed Declaration in relation to Intermediary
已填妥及簽署的「有關介紹人的聲明」
- ☐ the applicable Vendor's Information Form completed and signed
已填妥及簽署的適用的「賣方資料表格」
- ☐ the completed and signed Acknowledgement Letter for Properties Viewing
已填妥及簽署的「物業參觀確認函」
- ☐ the completed and signed Acknowledgement Letter for Physical State of Residential Property
已填妥及簽署的「有關住宅物業狀況確認函」
- ☒ the completed and signed Supplemental Letter (if applicable)
已填妥及簽署的「補充函」（如適用）

Note: Each tenderer can only submit **ONE** Supplemental Letter (if applicable) only.

註：每位投標者只能提交一份補充函（如適用）。



- ☐ the completed and signed Letter of Defect Warranty (English version only)
已填妥及簽署的執修保養通知書 (只提供英文版本)
- ☐ the completed and signed Acknowledgement Letter regarding Opaque Glass Curtain Wall
已填妥及簽署的「有關不透明玻璃幕牆確認函」
- ☐ one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of HK\$8,000,000 and made payable to “Woo Kwan Lee & Lo” **AND** one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong or Hong Kong Dollar personal cheque(s) for the total amount of the remaining balance of preliminary deposit made payable to “Woo Kwan Lee & Lo” (for the avoidance of doubt, the amount of the preliminary deposit must be 5% of the purchase price offered)
一張或多張金額合共等於港幣 8,000,000 而抬頭人為「胡關李羅律師行」的由香港持牌銀行發出的港幣銀行本票及一張或多張金額合共等於臨時訂金餘額而抬頭人為「胡關李羅律師行」的由香港持牌銀行發出的港幣銀行本票或港幣個人支票 (為免疑問, 臨時訂金金額須等於出價5%)
- ☐ copy(ies) of identification document(s) of all tenderers
所有投標人的身份證明文件之副本
- ☐ document(s) proving close relative relationship under (8) hereunder (if applicable)
證明本招標公告第(8)段之近親關係的有關證明文件 (如適用)

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.

我/我們特此確認我/我們同意上述條款並受上述條款約束 (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)。

Signature(s) 簽署

Name of tenderer(s) : _____ (English Name)

投標人的姓名 : _____ (中文名稱)



No(s). of identification documents 身份證明文件之號碼： _____

(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 company, please state (i) the business registration number and (ii) place of incorporation)

(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)；若投標人為公司，請填上(i) 商業登記號碼 (ii) 公司成立地點)

(i) _____

(place of incorporation, if applicable 公司成立地點，如適用：(ii) _____)

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

Name of the Tenderer/Contact Person 投標人/聯絡人姓名： _____

Address 地址： _____

Telephone number 電話號碼： _____ Fax number 傳真號碼： _____

Email Address 電郵地址： _____



Vendor : **Cheerwide Investment Limited** (“the Vendor”)
賣 方 : 振遠投資有限公司 (下稱“賣方”)
(B.R. No. 商業登記證號碼: 59792549)

Vendor’s Solicitors 賣方律師

WOO KWAN LEE & LO
胡關李羅律師行

Sales Agent for : Nan Fung Property Agency Limited
the Vendor
賣方銷售代理人 : 南豐物業代理有限公司
Address : 23rd Floor, Nan Fung Tower, 88 Connaught Road C.,
Central, Hong Kong
地址 : 香港中環干諾道中 88 號南豐大廈 23 樓
Tel 電話 : 2523 5235

Room 2801, 28th Floor, Sun Hung Kai Centre, 30
Harbour Road, Wanchai, Hong Kong
香港灣仔港灣道三十號新鴻基中心 28 樓 2801
室

Tel 電話 : 2586 9898

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE 臨時買賣合約

No.編號*:

Date 日期*:

(*To be filled in by the Vendor 由賣方填寫)

Purchaser: 買 方:	HK I.D./ Passport No. / Business Registration No.: 身份證號碼 / 護照號碼 / 商業登記證號碼:
Directors’ names (for corporate purchasers only): 董事姓名(只適用於買方為有限公司):	Directors’ HKID Nos. (for corporate purchasers only): 董事身份證號碼 (只適用於買方為有限公司):
Address: 地 址:	Tel: 電話:

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the “Other Terms and Conditions” set out hereto.

賣方及買方於此同意根據以下條款及條件及後述的“其他條款及條件”出售及購買下述之物業。

Location of the Property and Name of the Development 物業地點及發展項目名稱: 8 Deep Water Bay Drive (“the Development”) No.8 Deep Water Bay Drive, Hong Kong 深水灣徑 8 號(“發展項目”) 香港深水灣徑 8 號	
The Property 本物業	Unit D, 9/F, Tower 2 第 2 座 9 樓 D 單位



Purchase Price and Payment Terms 售價及付款方法			
The purchase price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows:- ，並須由買方按以下方式付予賣方：-
Preliminary deposit in the sum of 臨時訂金為數	HK\$ 港幣	元	, which is equal to 5% of the purchase price ("the Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement for Sale and Purchase. ，即售價的 5% 的臨時訂金，須於簽署本臨時買賣合約時支付。
Further Deposit 加付訂金	HK\$ 港幣	元	, which is equal to 5% of the purchase price ("the Further Deposit") shall be paid upon signing of formal Agreement for Sale and Purchase. ，即售價的 5% 的加付訂金，須於簽署正式買賣合約時支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____% of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____% 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____% of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____% 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____% of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____% 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____% of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____% 的部份售價，須於 _____ 或之前支付。
Balance 售價餘額	HK\$ 港幣	元	, which is equal to ____% of the purchase price ("the Balance") shall be paid on or before _____ ("the Completion Date"). ，即售價的 ____% 的售價餘額，須於 _____ ("成交日") 或之前付清。
<p>It is intended that this Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement") is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed :- 按訂約雙方的意向，本臨時買賣合約 ("臨時合約") 將會由一份買賣合約 ("正式合約") 取代，正式合約須：-</p> <p>(a) by the Purchaser on or before _____ * (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 由買方於 _____ * (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</p> <p>(b) by the Vendor on or before _____ * (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). 由賣方於 _____ * (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。 (* To be filled in by the Vendor. 由賣方填寫。)</p>			
<p>The Purchaser shall sign the Agreement prepared by the Vendor's Solicitors the terms of which shall not be altered by the Purchaser. 買方須簽署由賣方律師所擬訂有關本物業的正式合約。正式合約條款買方不得更改。</p>			
<p>This Preliminary Agreement is subject to the Other Terms and Conditions set out in the Schedule hereto attached. 本臨時合約受附表所列之其他條款及條件所約束。</p>			

地產代理(公司名稱) Estate Agent (Company name) : 地產代理(公司)牌照號碼 Estate Agent's (Company) Licence No. :

買方簽署 Purchaser

代表賣方簽署 For and on behalf of the Vendor
南豐物業代理有限公司
Nan Fung Property Agency Limited



上述所列臨時訂金港幣 _____ 元，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\$ _____ (Cheque/Cashier Order, subject to bank clearance)

銀行 Bank	港幣(元) HK\$	支票 / 本票號碼 Cheque / Cashier Order No

經手收款人
Received by:

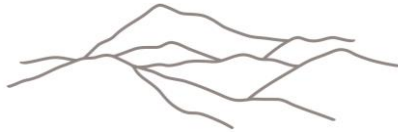


Schedule 附表

Other Terms and Conditions 其他條款及條件

Part A 甲部

1. In this Preliminary Agreement –
在本臨時合約中 –
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
“實用面積” 具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日” 具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause (1)(a) of Part B of the Schedule hereto is calculated in accordance with section 8(3) of that Ordinance; and
附表中乙部第(1)(a)條所指的項目的樓面面積, 按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause (1)(b) of Part B of the Schedule hereto is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
附表中乙部第(1)(b)條所指的項目的面積, 按照該條例附表 2 第 2 部計算。
2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
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。
3. (a) The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話), 由買方承擔。
- (b) For the avoidance of doubt, the said ad valorem stamp duty shall include but not limited to the higher and/or new rates of ad valorem stamp duty and/or all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong).
為免疑慮, 上述從價印花稅包括但不限於根據香港法律第 117 章《印花稅條例》可予徵收的從價印花稅較高稅率及/或新稅率及/或附加印花稅。
4. (a) The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話), 由買方承擔。
- (b) The buyer’s stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話), 由買方承擔。
- (c) The additional stamp duty, if any, payable on this Preliminary Agreement,



the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

5. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor's solicitors in respect of which none of the terms of the Agreement is permitted to be altered, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.

買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證（如買方為公司）及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續：(a) 簽署一份其範本由賣方律師準備的正式合約，該合約內容一概不能更改，(b) 交付根據本臨時合約付款方式所述到期應付之款項，並(c) 交付全部有關本臨時合約及正式合約應付的印花稅。

6. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –

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 –

- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.

賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

7. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

在不損害《物業轉易及財產條例》（第 219 章）第 13 及 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。

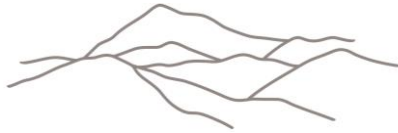
8. All deposits, part payments of the purchase price and the balance of the purchase price shall be paid by the Purchaser by way of cashier order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.

所有訂金、售價的任何部份及售價餘額必須以香港持牌銀行所發出並以賣方律師行作抬頭人的本票或保付支票支付。

9. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

如買方選擇由賣方律師於本買賣中代表買方，賣方將承擔該律師之正式合約和其後轉讓契的律師費用。

- (b) If the Purchaser chooses to instruct his own solicitor's to act for him in



respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

如買方選擇由其他律師於本買賣中代表買方，買賣雙方必須各自承擔其於正式合約和轉讓契的法律費用。

- (c) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any Mortgage of the Property and all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by the Purchaser or any third party (if applicable) if the Purchaser shall claim exemption from buyer's stamp duty or new ad valorem stamp duty rates, as the case may be.

所有圖則費、有關業權契據之認正副本之費用包括圖則認正副本、查冊費、登記費及其他支出，均由買方承擔。買方並須承擔所有有關本物業按揭的法律費用及開銷。若買家申請豁免買家印花稅或豁免以新稅率計算從價印花稅(視情況而定)，買家須支付所有就該申請而必需由買家或第三方(如適用)作出的法定聲明的所有法律費用、支出及附帶費用。

- (d) The Purchaser shall pay (i) respective due proportions of the costs of and incidental to the preparation, stamping, registration and completion of the Deed of Mutual Covenant Incorporating Management Agreement in relation to the Development of which the Property forms part ("DMC"); and (ii) all additional legal costs and stamp duty payable due to the Purchaser entering into sub-sale of the Property after signing of the Agreement for Sale and Purchase.

買方須負責繳付(i) 有關擬定及簽署本物業所屬發展項目之大廈公契及管理協議("大廈公契")的費用及其印花稅及登記費之適當攤分部份；及(ii) 所有因買方於簽妥該正式買賣合約後轉讓本物業所致之額外律師費及印花稅。

- (e) The Purchaser shall fully indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by the Purchaser. This sub-clause (e) shall survive completion of the sale and purchase of the Property.

若買方不能全數或準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用及支出，買方須就此對賣方作出十足的彌償。本條款(e)於本物業買賣成交後仍然有效。

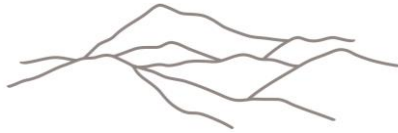
10. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits for water, electricity and gas already paid by the Vendor in respect of the Property.

買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別



基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，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水電煤按金。

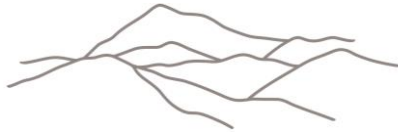
11. The measurements of the Property are as follows – see Part B.
本物業的量度尺寸如下 – 見乙部。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows – see Part C.
本物業買賣所包括的裝置、裝修物料及設備如下 – 見丙部。
13. The Property is and will be sold on “as is” basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances (if any) therein and takes them as they stand.
本物業以現狀出售。買方在購買本物業時完全知悉本物業及本物業內的裝置及裝修物料的實質狀況，並接受本物業及該等裝置、裝修物料及設備(如有)的現狀。
14. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms set out in this Preliminary Agreement.
本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。
15. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
16. The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.
買方通訊地址或電話如有更改，買方須即以書面通知賣方。
17. Vacant possession of the Property shall be delivered to the Purchaser upon completion. On the Completion Date, the Purchaser shall either enter into the DMC with the Vendor or accept an assignment of the Property subject to and with the benefit of the DMC.
買賣完成時，賣方須將本物業交吉予買方。買方同意於成交日與賣方簽署大廈公契或簽署一份本物業受大廈公契規限之轉讓契。
18. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties thereto and on the same terms and conditions thereof.
賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。
19. The Chinese translation of the provisions in this Preliminary Agreement is for reference only. In case of any doubt or conflict, the English version shall



prevail. Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders, and words importing persons shall include corporations and vice versa.

本臨時合約之中文譯本僅供參考之用，如有疑問或爭議，應以英文版本為準。但凡指單數之詞語，其釋義將包括眾數，反之亦然。但凡指男性、女性或中性之詞語，其釋義包括所有其他兩種性別。但凡指人之詞語，其釋義包括公司，反之亦然。

20. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本臨時合約之重要部份。
21. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause (22) and fully understands its contents.
買方已確認收到以下第(22)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。
22. For the purposes of clause 21, the following is the “Warning to Purchasers”:
就第(21)條而言，“對買方的警告”內容如下:
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。



23. It is hereby certified that the Property is residential ~~xxxxresidential~~ premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
茲證明本物業根據《印花稅條例》(第 117 章) 29A(1) 段之定義為住宅
~~xxxx住宅~~物業。

24. It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceed HK\$ _____*.
茲證明此宗買賣非另一或一系列買賣之一部份，而總價不超過港幣 \$ _____*。

(* To be filled in by the Vendor. 由賣方填寫。)

25. The Vendor reserves the right to rectify any errors or omissions in calculating the purchase price above referred to and the amount of the purchase price shall be as stated in the Agreement to be prepared by the Vendor's Solicitors.
售價計算如有錯漏，賣方保留權利更正，售價以賣方律師所擬訂的正式合約所列為準。

26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。

(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：-

(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and

本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合



約；及

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

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

27. If the Property under this Preliminary Agreement consists of a residential unit(s) as well as any Carparking Space(s) or Motorcycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.

如本臨時合約下的本物業包括住宅單位也同時包括任何停車位或電單車停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。



Part B 乙部

In this Part, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:
於本部中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Property 物業：Unit D, 9 /F, Tower 2 第2座9樓D單位

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

- (a) the saleable area of the Property is 266.167 square metres/ 2,865 square feet *[of which –]
本物業的實用面積為_____ 平方米／ _____ 平方呎 *[其中 –]

*[18.400 square metres/ 198 square feet is the floor area of the balcony];
*[_____ 平方米／ _____ 平方呎為露台的樓面面積]；

*[- square metres/ - square feet is the floor area of the utility platform];
*[_____ 平方米／ _____ 平方呎為工作平台的樓面面積]；

*[- square metres/ - square feet is the floor area of the verandah]; and
*[_____ 平方米／ _____ 平方呎為陽台的樓面面積]；

- (b) other measurements are –
其他量度尺寸為 –

*[the area of the air-conditioning plant room is 7.804 square metres/ 84 square feet];
*[空調機房的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the bay window is - square metres/ - square feet];
*[窗台的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the cockloft is - square metres/ - square feet];
*[閣樓的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the flat roof is - square metres/ - square feet];
*[平台的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the garden is - square metres/ - square feet];
*[花園的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the parking space is - (Each) square metres/ - (Each) square feet];
*[停車位的面積為_____ (每個) 平方米／ _____ (每個) 平方呎]；

*[the area of the roof is - square metres/ - square feet];
*[天台的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the stairhood is - square metres/ - square feet];
*[梯屋的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the terrace is - square metres/ - square feet];
*[前庭的面積為_____ 平方米／ _____ 平方呎]；

*[the area of the yard is - square metres/ - square feet];
*[庭園的面積為_____ 平方米／ _____ 平方呎]；

* Delete as appropriate. * 將不適用者刪去。



Part C 丙部

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

本物業買賣所包括的裝置、裝修物料及設備列於如下:

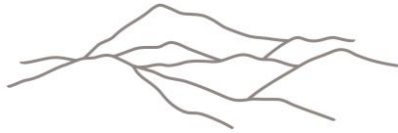
Applicable to Units D of Tower 2 (5/F - 12/F and 15/F - 17/F)

適用於第2座D單位（5樓 - 12樓及15樓 - 17樓）

Internal Wall 內牆	Emulsion paint for living room, dining room and bedroom 客廳、飯廳及睡房的表面為乳膠漆
Internal Floor 內部地板	Engineered timber and natural stone border for living room and dining room 客廳及飯廳的地板為複合木地板和天然石邊 Engineered timber for bedroom 睡房的地板為複合木地板
Doors 門	Solid core timber door with hardwood frame 木門框實心木門 Aluminum framed door with insulated glass unit 鋁門框中空玻璃門 Aluminum framed door with glazed panels 鋁門框玻璃門 Stainless steel framed metal door 不銹鋼門框金屬門
Bathroom 浴室	Natural stone to the exposed surface for wall 牆的外露位置為天然石 Natural stone to the exposed surface for floor 地板的外露位置為天然石 Ceiling is finished by cement board false ceiling in emulsion paint 天花裝修物料為水泥板假天花並髹上乳膠漆
Kitchen 廚房	Natural stone to the exposed surface for wall 牆的外露位置為天然石 Natural stone to the exposed surface for floor 地板的外露位置為天然石 Ceiling is finished by cement board false ceiling in emulsion paint 天花裝修物料為水泥板假天花並髹上乳膠漆



	<p>Natural stone for cooking bench</p> <p>灶台飾面為天然石</p>
<p>Other Provisions</p> <p>其他設備</p>	<p>Gas Single Hob, Gas Double Hob, Electrical Grill Cooktop, Electrical Convection Oven, Electrical Steam Oven, Cooker Hood, Dish Washer, Refrigerator, Wine Cellar, Washing Machine, Tumble Dryer, VRV A/C (Indoor Unit), VRV A/C (Outdoor Unit), Exhaust Air Fan, Fresh Air Fan, Central Controller, Video Door Phone, Security Keypad, Electric Water Heater, MCB Board, MCCB Board</p> <p>煤氣單頭煮食爐、煤氣雙頭煮食爐、電烤架、電焗爐、電蒸爐、抽油煙機、洗碗碟機、雪櫃、酒櫃、洗衣機、乾衣機、可變冷媒流量空調系統 (室內機)、可變冷媒流量空調系統 (室外機)、抽氣扇、鮮風扇、中央控制器、視像對講機、電子保安控制板、電熱水爐、總電掣箱、總電掣箱 (高容量)</p>



**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買家請小心閱讀**

Re : Unit/Garden Unit/Penthouse Unit ___ on ___ Floor of Tower _ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

有關: 香港深水灣徑 8 號深水灣徑 8 號第_____座_____樓單位/花園單位/頂層單位

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

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

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

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

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

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

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

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

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

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

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

我/我等已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signature of Purchaser(s)

買方簽署 : _____



8 DEEP WATER BAY DRIVE 深水灣徑 8 號

有關連人士購入單位聲明 Declaration of Related Party

買方	身份證/商業登記號碼
The Purchaser _____	I.D./B.R. No. _____
_____	身份證/商業登記號碼
_____	I.D./B.R. No. _____
_____	身份證/商業登記號碼
_____	I.D./B.R. No. _____

有關：香港深水灣徑 8 號深水灣徑 8 號第_____座_____樓單位/花園單位/頂層單位_____

Re : Unit/Garden Unit/Penthouse Unit _____ on _____ Floor of Tower _____ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方確認作出以下關於有關連人士*的聲明：

The purchaser(s) hereby make the following declaration on related party* :

買方是否振遠投資有限公司（“賣方”）的有關連人士？

是 / 否
Yes / No

Are you a related party of Cheerwide Investment Limited (“Vendor”)?

*有關連人士 Related Party : -

如有以下情況，某人即屬賣方的有關連人士 A person is a related party to a vendor if –

該賣方屬法團，而該人是 where that vendor is a corporation, the person is –

- (i) 該賣方的董事，或該董事的父母、配偶或子女；
a director of that vendor, or a parent, spouse or child of such a director;
- (ii) 該賣方的經理；
a manager of that vendor;
- (iii) 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;
- (iv) 該賣方的有聯繫法團或控股公司；
an associate corporation or holding company of that vendor;
- (v) 上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (vi) 上述有聯繫法團或控股公司的經理；
a manager of such an associate corporation or holding company.

備註 Remarks :

- 1) “賣方的控股公司”指陳氏集團國際有限公司、陳氏集團控股有限公司、南豐國際控股有限公司、南豐集團控股有限公司、南豐發展有限公司、NF Property Investment (Hong Kong) Holdings Limited、Global Rich Developments Limited ;
“holding company of that vendor” means Chen’s Group International Limited, Chen’s Group Holdings Limited, Nan Fung International Holdings Limited, Nan Fung Group Holdings Limited, Nan Fung Development Limited, NF Property Investment (Hong Kong) Holdings Limited、Global Rich Developments Limited ;
- 2) “有聯繫法團”就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控股公司的附屬公司；
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- 3) “附屬公司”指《公司條例》(第622章) 所指的附屬公司；
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
- 4) “經理”具有《公司條例》(第622章)第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
- 5) “私人公司”具有《公司條例》(第622章)第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人/我等謹此聲明上述提供資料正確及完整。I/We declare that the above information is accurate and complete.

買方簽署Signature of the Purchaser(s): _____ 日期Date: _____



8 DEEP WATER BAY DRIVE 深水灣徑8號

Letter of Consent to Collection of Personal Data 個人資料收集同意書

由 From : 振遠投資有限公司(“賣方”) Cheerwide Investment Limited (“the Vendor”)
南豐物業代理有限公司(“南豐”) Nan Fung Property Agency Limited (“Nan Fung”)
身份證/商業登記號碼
致 To : _____ I.D./B.R. No. _____
身份證/商業登記號碼
_____ I.D./B.R. No. _____
身份證/商業登記號碼
_____ I.D./B.R. No. _____
 (“the Purchaser”) (“買方”)

有關 : 香港深水灣徑 8 號深水灣徑 8 號第 _____ 座 _____ 樓單位/花園單位/頂層單位
_____ (“該物業”)

Re : Unit/Garden Unit/Penthouse Unit _____ on _____ Floor of Tower _____ of 8 Deep Water
Bay Drive, No.8 Deep Water Bay Drive, Hong Kong (“the Property”)

- 賣方擬使用 閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作直接促銷及提供 閣下的個人資料給南豐物業代理有限公司(“南豐”)供他們作直接促銷及物業作下述第 3 項的用途。
The Vendor wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) in direct marketing and provide your data to Nan Fung Property Agency Limited (“Nan Fung”) for use by them in direct marketing and for purposes as set out in item 3 below.
- 賣方不得使用或提供 閣下的個人資料，除非已獲得 閣下有關此等使用或提供的書面同意。
The Vendor may not use or provide your personal data unless it has received your written consent to the intended use and provision.
- 閣下的個人資料會被用作以下用途(請於適用處加✓號):
 - ☐ 賣方處理與 閣下購買深水灣徑 8 號的指明住宅物業有關的所有法律及其他必需的行政事宜並保障賣方在深水灣徑 8 號發展項目中的權益；及
 - ☐ 賣方的物業之宣傳資料及促銷深水灣徑 8 號之推廣及促銷活動。Your personal data will be used for the following purposes (Please select the appropriate):
 - ☐ All legal and other necessary administrative matters relating to your purchase of specified residential property(ies) in 8 Deep Water Bay Drive handled by the Vendor and protecting its interests in the development of 8 Deep Water Bay Drive ;
 - ☐ All promotional materials/information and marketing of the properties under the Vendor and promotional and marketing activities for 8 Deep Water Bay Drive.
- 賣方不會把 閣下的個人資料轉移予任何其他人士。
The Vendor will not transfer your personal data to any other person.
- 若 閣下同意個人資料之使用及提供作直接促銷及上述第 3 項的用途，閣下日後可撤回同意。若 閣下希望撤回同意，請致信南豐（地址：香港中環干諾道中 88 號及德輔道中 173 號南豐大廈 23 樓（註明「保密」字樣）通知我們。任何此等要求均須清楚說明相關要求針對的個人資料。
If you consent to the use and provision of your personal data for direct marketing and the purposes under item 3 above, you may subsequently withdraw you consent. If you wish to withdraw your consent, please inform Nan Fung by writing to 23rd Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong (Marked “Confidential”). Any such request should clearly state details of the personal data in respect of which the request is being made.

我/我們，簽署人，茲確認上文內容及同意本人的個人資料如上述般被使用及提供。
I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my personal data as mentioned above.

英文版本與中文版本如有任何抵觸，應以英文版本為準。
If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

買方簽署Signature of the Purchaser(s): _____ 日期Date: _____



Declaration in relation to Intermediary有關介紹人聲明

The Property : Unit/Garden Unit/Penthouse Unit ___ on ___ Floor of Tower ___ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong.

該物業： 香港深水灣徑 8 號深水灣徑 8 號第___座___樓單位/花園單位/頂層單位___

The Purchaser(s) _____ of I.D./B.R.No. _____

買方 _____ of I.D./B.R.No. _____

hereby declare that _____ of I.D./B.R.No. _____

of _____ (“the Intermediary”) (簡稱“介紹人”)

has introduced the Purchaser(s) to Nan Fung Property Agency Limited (“Nan Fung”) for the purchase of the Property under a Preliminary Agreement for Sale and Purchase under reference no. _____.

買方確認經由介紹人介紹到南豐物業代理有限公司(簡稱“南豐”)購買該物業，臨時買賣合約號碼為_____。

The Purchaser(s) and the Intermediary hereby declare the following:

買方及介紹人確認下列聲明：

1. Cheerwide Investment Limited (“the Vendor”) only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor.

振遠投資有限公司(簡稱“賣方”)只要求介紹人，而介紹人在此亦確認其身份只是於出售該物業一事中介紹買家給賣方，介紹人並非賣方的代理人。

2. The Intermediary did not make any oral or written agreements or representation on behalf of Nan Fung and the Vendor and Nan Fung and the Vendor shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements or representations made by the Intermediary.

介紹人並無代南豐及賣方許下任何口頭或書面的協議、承諾或陳述或代賣方應允任何承擔或責任，而南豐及賣方亦無義務代介紹人履行任何承擔或責任。

3. Nan Fung, the Vendor and their staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s) or the Intermediary. If there are any person(s) alleging to be the staff or agent of Nan Fung or the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.)

南豐、賣方及其職員並無直接或間接向買方或介紹人收取售價以外之任何費用或佣金。買方如遇任何人士以南豐或賣方的僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。

4. Nan Fung and the Vendor are not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and Formal Agreement for Sale and Purchase.

買方與介紹人之任何軋輻，一概與南豐及賣方無關。該物業之買賣交易一切依據臨時買賣合約及正式合約進行。

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

如上述之英文及中文譯本有任何出入，一切以英文為準。

Signature of the Purchaser(s)

買方簽署

Signature of the Intermediary

介紹人簽署

Date日期: _____

(Estate Agent's Licence No./地產代理牌照號碼_____)



Vendor's Information Form 賣方資料表格

The Development : 8 Deep Water Bay Drive 深水灣徑 8 號
發展項目 : 8 Deep Water Bay Drive, Hong Kong. 香港深水灣徑 8 號
Specified Residential Property : Unit D on 9th Floor of Tower 2 of 8 Deep Water Bay Drive
指明住宅物業 : 深水灣徑 8 號第 2 座 9 樓 D 單位
The Vendor : Cheerwide Investment Limited
賣方 : 振遠投資有限公司

(a)	the amount of the management fee that is payable for the Specified Residential Property : \$38,360 per month 須就指明住宅物業支付的管理費用的款額：每月\$38,360。
(b)	the amount of the Government Rent (if any) that is payable for the Specified Residential Property : 須就指明住宅物業繳付的地稅(如有的話)的款額： According to the "October to December Quarter 2020 Demand for Rates and Government Rent" issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 October 2020 to 30 December 2020 is \$11,781. 根據差餉物業估價署發出之「2020 年 10 月至 12 月季度徵收差餉及地租通知書」，2020 年 10 月 1 日至 2020 年 12 月 30 日期間之地租為\$11,781。
(c)	the name of the owners' incorporation (if any) : 業主立案法團(如有的話)的名稱： Nil 沒有
(d)	the name of the manager of the Development : 發展項目的管理人的姓名或名稱： New Charm Management Limited 新卓管理有限公司
(e)	any notice received by the Vendor from Government or management office concerning sums required to contributed by the owners of the residential properties in the Development : 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知： Nil 沒有
(f)	any notice received by the Vendor from Government or requiring the Vendor to demolish or reinstate any part of the Development : 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知： Nil 沒有
(g)	any pending claim affecting the Specified Residential Property that is known to the Vendor : 賣方所知的影響指明住宅物業的任何待決的申索： Nil 沒有

Date of printing 印製日期 : 17-12-2020

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Specified Residential Property.

本人/我們，即下述簽署人，謹此確認在簽署該指明住宅物業之臨時買賣合約之前，本人/我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Date 日期: _____

Name of Purchaser(s) 買方姓名: _____



Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Vendor : Cheerwide Investment Limited (“the Vendor”)
致 賣方 振遠投資有限公司(“賣方”)
The Property : Unit / Garden Unit / Penthouse ____ on ____ Floor of Tower ____ 8 Deep Water Bay Drive, No.8
該物業 Deep Water Bay Drive, Hong Kong (“the Development”).
香港深水灣徑 8 號深水灣徑 8 號(「該發展項目」)第 ____ 座 ____ 樓 ____ 單位 / 花園單位 / 頂層單位
Name of Purchaser(s)
買方名稱 : _____
HKID / Passport No./ BR No.
香港身份證號碼 / 護照號碼
/ 商業登記證號碼 : _____

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人 / 我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

Please specify 請選擇:

A. ☐ I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :
本人 / 我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人 / 我們參觀：

☐ and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

且本人 / 我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。

Date of viewing of the Property :

參觀該物業日期：_____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

但經充份考慮後本人 / 我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人 / 我們確認由於開放該物業予本人 / 我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人 / 我們參觀：

☐ and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

且本人 / 我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable residential property :

參觀與該物業相若的住宅物業日期：_____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.

但經充份考慮後本人 / 我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

The comparable residential property : Unit ____ on ____ Floor of Tower ____ of the Development

與該物業相若的住宅物業：該發展項目第 ____ 座 ____ 樓 ____ 單位



- C. ☐ I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us.

本人／我們確認開放該物業予本人／我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人／我們參觀亦並非合理地切實可行，本人／我們特此同意賣方無須在該物業售予本人／我們之前開放與該物業相若的住宅物業供本人／我們參觀。

Signature of Purchaser(s) / 買方簽署

Date / 日期



Acknowledgement Letter for Physical State of Residential Property

有關住宅物業狀況確認函

致 To : 振遠投資有限公司 (“賣方”)
Cheerwide Investment Limited (“the Vendor”)

該物業 The Property : _____
(註：請填上該物業 Note: Please fill in the Property)
深水灣徑 8 號，香港深水灣徑 8 號
8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方名稱 Name of Purchaser(s) : _____

身份證/商業登記證號碼 ID/BR No.: _____

本人/我們即下述簽署人謹此確認以下事項：

I / We, the undersigned, hereby acknowledge and confirm the following matters:

- (1) 本人/我們充分知悉該物業的某些裝置、裝修物料及設備的顏色及/或紋理可能與列明於附表所提供者有少許自然差異(「該差異」)。

that I / we am/are fully aware that certain fittings, finishes and appliances of the Property may have slight natural difference(s) in colour and/or pattern (“the Difference”) as specified in the Schedule.

- (2) 賣方已以合理的技巧、工藝及物料就該差異作出修繕，該差異不構成該物業的欠妥之處。

that the Difference has been made good by the Vendor with reasonable skill, workmanship and materials and does not constitute a defect of the Property.

- (3) 本人/我們將無權就該差異提出任何異議。

that I / we shall not make any objection to the Difference.

- (4) 如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

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

買方簽署 Signature of the Purchaser(s) :

日期 Date: _____



附表 Schedule

內牆 Internal Wall	乳膠漆 Emulsion paint
內部地板 Internal floor	客廳、飯廳露出的地板表面鋪複合木和天然石邊。 Engineered timber and natural stone border flooring to exposed floor surfaces for living / dining room. 睡房鋪上複合木。 Engineered timber flooring for bedroom(s).
門 Doors	木門、玻璃門及鋁門。 Timber door, glazed door and aluminium door
浴室 Bathroom	露出的地板表面鋪天然石; Natural stone to exposed surfaces for floor; 露出的牆壁表面鋪天然石及/或油漆面板; Natural stone and/or painted panel to exposed surfaces for wall; 天花板裝修物料為水泥板假天花。 Ceiling is finished by suspended cement board false ceiling.
廚房 Kitchen	露出的地板表面鋪天然石或瓷磚; Natural stone / porcelain tile flooring to exposed surface; 露出的牆壁表面鋪天然石及/或瓷磚; Natural stone and/or porcelain tile to exposed surfaces for wall; 天花板裝修物料為水泥板假天花; Ceiling is finished by suspended cement board false ceiling; 工作檯面飾面為天然石。 Natural stone for countertop.



Letter of Defect Warranty

The Property : Unit/Garden Unit/Penthouse Unit ____ on ____ Floor of
Tower ____ of 8 Deep Water Bay Drive, No.8 Deep Water Bay
Drive, Hong Kong.
Vendor : Cheerwide Investment Limited
Purchaser(s) : (HKID No. / B.R. No. :)
Preliminary Agreement : dated _____
for Sale and Purchase

In relation to the Purchaser's agreement to purchase the Property on the terms and conditions contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase (collectively the "Agreement"), the Vendor hereby confirms and agrees that subject to the completion of the purchase of the Property by the Purchaser in strict accordance with the terms and conditions of the Agreement (in respect whereof time shall be of the essence), the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within one year from the actual date of completion of the purchase of the Property (the "Time Limit") by the Purchaser remedy any defects to the Property, or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase, caused otherwise than by the act or neglect of the Purchaser(s) or the Purchaser(s)' agent, contractor or resident, occupier or visitor of the Property PROVIDED THAT :-.

1. The Purchaser shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property that should be ascertainable upon reasonable inspection.
2. The Vendor shall not by reason of this Letter of Defect Warranty be liable for any consequential loss or any loss of use of the Property or the fittings and finishes specified in Schedule 6 of the Agreement for Sale and Purchase.
3. 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 operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. The Vendor's obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.
4. The obligation of the Vendor is conditional on the Purchaser giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.
5. The benefit of this Letter of Defect Warranty shall be personal to the Purchaser solely but not any of his sub-purchaser(s) or nominee(s) and is non-assignable and non-transferable.
6. Notwithstanding any provision herein contained, if completion of the purchase of the Property does not take place in strict accordance with the terms and conditions of the Agreement, this Letter of Defect Warranty shall forthwith be null and void and cease to have any effect and the Purchaser shall not have any claim against the Vendor for any loss, damages or compensation in whatever nature.
7. This letter is independent of the Agreement. Nothing herein shall supersede, vary or modify, nor shall be construed to prejudice or be in derogation from the parties' rights and remedies under, any terms or conditions of the Agreement.
8. The Vendor's obligation herein is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. In case of any dispute in relation to this obligation, the decision of the Vendor shall be final and binding on the Purchaser.

Dated this _____ day of _____

For and on behalf of
Cheerwide Investment Limited (the Vendor)

Agreed by the Purchaser(s):-



Acknowledgement Letter regarding Opaque Glass Curtain Wall

有關不透明玻璃幕牆確認函

致 To : 振遠投資有限公司 (“賣方”)
Cheerwide Investment Limited (“the Vendor”)

該物業 The Property : _____
(註：請填上該物業 Note: Please fill in the Property)
深水灣徑 8 號，香港深水灣徑 8 號
8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方名稱 Name of Purchaser(s) : _____

身份證/商業登記證號碼 ID/BR No.: _____

本人/我們即下述簽署人謹此確認以下事項：

I / We, the undersigned, hereby acknowledge and confirm the following matters:

- (1) 本人/我們充分知悉該物業的某些幕牆為不透明玻璃。該等不透明玻璃幕牆之位置於售樓說明書之有關平面圖上顯示。

I / we am/are fully aware that certain curtain walls of the Property are made of opaque glass. Locations of such opaque glass curtain walls are shown on the relevant floor plan(s) in the sales brochure.

- (2) 本人/我們將無權就上述事項提出任何異議。

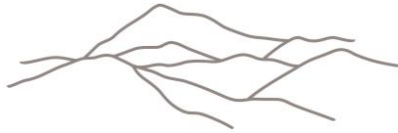
I / we shall not make any objection to the aforesaid matter.

- (3) 如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

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

買方簽署 Signature of the Purchaser(s) :

日期 Date: _____



Vendor : **Cheerwide Investment Limited** (“the Vendor”)
賣 方 : 振遠投資有限公司 (下稱“賣方”)
(B.R. No. 商業登記證號碼: 59792549)

Vendor’s Solicitors 賣方律師

WOO KWAN LEE & LO
胡關李羅律師行

Sales Agent for : Nan Fung Property Agency Limited
the Vendor
賣方銷售代理人 : 南豐物業代理有限公司
Address : 23rd Floor, Nan Fung Tower, 88 Connaught Road C.,
Central, Hong Kong
地址 : 香港中環干諾道中 88 號南豐大廈 23 樓
Tel 電話 : 2523 5235

Room 2801, 28th Floor, Sun Hung Kai
Centre, 30 Harbour Road, Wanchai, Hong
Kong
香港灣仔港灣道三十號新鴻基中心 28 樓
2801 室

Tel 電話 : 2586 9898

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE 臨時買賣合約

No.編號*:

Date 日期*:

(*To be filled in by the Vendor 由賣方填寫)

Purchaser: 買 方:	HK I.D./ Passport No. / Business Registration No.: 身份證號碼 / 護照號碼 / 商業登記證號碼:
Directors’ names (for corporate purchasers only): 董事姓名(只適用於買方為有限公司):	Directors’ HKID Nos. (for corporate purchasers only): 董事身份證號碼 (只適用於買方為有限公司):
Address: 地 址:	Tel: 電話:

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the “Other Terms and Conditions” set out hereto.

賣方及買方於此同意根據以下條款及條件及後述的“其他條款及條件”出售及購買下述之物業。

Location of the Property and Name of the Development 物業地點及發展項目名稱: 8 Deep Water Bay Drive (“the Development”) No.8 Deep Water Bay Drive, Hong Kong 深水灣徑 8 號(“發展項目”) 香港深水灣徑 8 號	
The Property 本物業	Unit D, 9/F, Tower 2 第 2 座 9 樓 D 單位



Purchase Price and Payment Terms 售價及付款方法			
The purchase price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows:- ，並須由買方按以下方式付予賣方:-
Preliminary deposit in the sum of 臨時訂金為數	HK\$ 港幣	元	, which is equal to 5% of the purchase price ("the Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement for Sale and Purchase. ，即售價的 5% 的臨時訂金，須於簽署本臨時買賣合約時支付。
Further Deposit 加付訂金	HK\$ 港幣	元	, which is equal to 5% of the purchase price ("the Further Deposit") shall be paid upon signing of formal Agreement for Sale and Purchase. ，即售價的 5% 的加付訂金，須於簽署正式買賣合約時支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____ % of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____ % 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____ % of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____ % 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____ % of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____ % 的部份售價，須於 _____ 或之前支付。
Part Payment 部份售價	HK\$ 港幣	元	, which is equal to ____ % of the purchase price ("the Part Payment") shall be paid on or before _____. ，即售價的 ____ % 的部份售價，須於 _____ 或之前支付。
Balance 售價餘額	HK\$ 港幣	元	, which is equal to ____ % of the purchase price ("the Balance") shall be paid on or before _____ ("the Completion Date"). ，即售價的 ____ % 的售價餘額，須於 _____ ("成交日") 或之前付清。
It is intended that this Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement") is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed :- 按訂約雙方的意向，本臨時買賣合約 ("臨時合約") 將會由一份買賣合約 ("正式合約") 取代，正式合約須:-			
(c) by the Purchaser on or before _____ * (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 由買方於 _____ * (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			
(d) by the Vendor on or before _____ * (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). 由賣方於 _____ * (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。 (* To be filled in by the Vendor. 由賣方填寫。)			
The Purchaser shall sign the Agreement prepared by the Vendor's Solicitors the terms of which shall not be altered by the Purchaser. 買方須簽署由賣方律師所擬訂有關本物業的正式合約。正式合約條款買方不得更改。			
This Preliminary Agreement is subject to the Other Terms and Conditions set out in the Schedule hereto attached. 本臨時合約受附表所列之其他條款及條件所約束。			

地產代理(公司名稱) Estate Agent (Company name) :
地產代理(公司)牌照號碼 Estate Agent's (Company) Licence No. :

買方簽署 Purchaser

代表賣方簽署 For and on behalf of the Vendor
南豐物業代理有限公司
Nan Fung Property Agency Limited



上述所列臨時訂金港幣 _____ 元，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\$ _____ (Cheque/Cashier Order, subject to bank clearance)

銀行 <u>Bank</u>	港幣(元) <u>HK\$</u>	支票 / 本票號碼 <u>Cheque / Cashier Order No</u>

經手收款人
Received by:

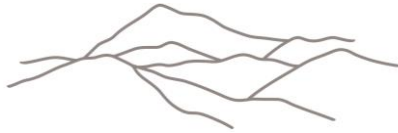


Schedule 附表

Other Terms and Conditions 其他條款及條件

Part A 甲部

1. In this Preliminary Agreement –
在本臨時合約中 –
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
“實用面積” 具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日” 具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause (1)(a) of Part B of the Schedule hereto is calculated in accordance with section 8(3) of that Ordinance; and
附表中乙部第(1)(a)條所指的項目的樓面面積, 按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause (1)(b) of Part B of the Schedule hereto is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
附表中乙部第(1)(b)條所指的項目的面積, 按照該條例附表 2 第 2 部計算。
2. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
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。
3. (a) The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話), 由買方承擔。
- (b) For the avoidance of doubt, the said ad valorem stamp duty shall include but not limited to the higher and/or new rates of ad valorem stamp duty and/or all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong).
為免疑慮, 上述從價印花稅包括但不限於根據香港法律第 117 章《印花稅條例》可予徵收的從價印花稅較高稅率及/或新稅率及/或附加印花稅。
4. (a) The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話), 由買方承擔。
- (b) The buyer’s stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話), 由買方承擔。
- (c) The additional stamp duty, if any, payable on this Preliminary Agreement,



the Agreement and the Assignment shall be borne by the Purchaser.

須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。

5. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor's solicitors in respect of which none of the terms of the Agreement is permitted to be altered, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.

買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證（如買方為公司）及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續：(a) 簽署一份其範本由賣方律師準備的正式合約，該合約內容一概不能更改，(b) 交付根據本臨時合約付款方式所述到期應付之款項，並(c) 交付全部有關本臨時合約及正式合約應付的印花稅。

6. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –

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 –

- (a) this Preliminary Agreement is terminated;

本臨時合約即告終止；

- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及

- (c) the Vendor does not have any further claim against the Purchaser for the failure.

賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

7. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

在不損害《物業轉易及財產條例》（第 219 章）第 13 及 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。

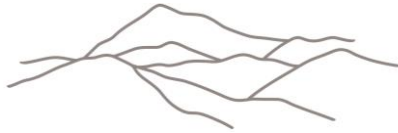
8. All deposits, part payments of the purchase price and the balance of the purchase price shall be paid by the Purchaser by way of cashier order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.

所有訂金、售價的任何部份及售價餘額必須以香港持牌銀行所發出並以賣方律師行作抬頭人的本票或保付支票支付。

9. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

如買方選擇由賣方律師於本買賣中代表買方，賣方將承擔該律師之正式合約和其後轉讓契的律師費用。

- (b) If the Purchaser chooses to instruct his own solicitor's to act for him in



respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

如買方選擇由其他律師於本買賣中代表買方，買賣雙方必須各自承擔其於正式合約和轉讓契的法律費用。

- (c) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any Mortgage of the Property and all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by the Purchaser or any third party (if applicable) if the Purchaser shall claim exemption from buyer's stamp duty or new ad valorem stamp duty rates, as the case may be.

所有圖則費、有關業權契據之認正副本之費用包括圖則認正副本、查冊費、登記費及其他支出，均由買方承擔。買方並須承擔所有有關本物業按揭的法律費用及開銷。若買家申請豁免買家印花稅或豁免以新稅率計算從價印花稅(視情況而定)，買家須支付所有就該申請而必需由買家或第三方(如適用)作出的法定聲明的所有法律費用、支出及附帶費用。

- (d) The Purchaser shall pay (i) respective due proportions of the costs of and incidental to the preparation, stamping, registration and completion of the Deed of Mutual Covenant Incorporating Management Agreement in relation to the Development of which the Property forms part ("DMC"); and (ii) all additional legal costs and stamp duty payable due to the Purchaser entering into sub-sale of the Property after signing of the Agreement for Sale and Purchase. 買方須負責繳付(i) 有關擬定及簽署本物業所屬發展項目之大廈公契及管理協議("大廈公契")的費用及其印花稅及登記費之適當攤分部份；及(ii) 所有因買方於簽妥該正式買賣合約後轉讓本物業所致之額外律師費及印花稅。

- (e) The Purchaser shall fully indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by the Purchaser. This sub-clause (e) shall survive completion of the sale and purchase of the Property.

若買方不能全數或準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用及支出，買方須就此對賣方作出十足的彌償。本條款(e)於本物業買賣成交後仍然有效。

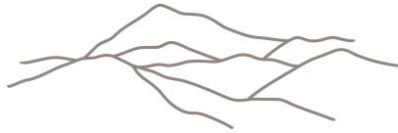
10. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits for water, electricity and gas already paid by the Vendor in respect of the Property.

買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業



收取之其他按金及費用，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水電煤按金。

11. The measurements of the Property are as follows – see Part B.
本物業的量度尺寸如下 – 見乙部。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows – see Part C.
本物業買賣所包括的裝置、裝修物料及設備如下 – 見丙部。
13. The Property is and will be sold on “as is” basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances (if any) therein and takes them as they stand.
本物業以現狀出售。買方在購買本物業時完全知悉本物業及本物業內的裝置及裝修物料的實質狀況，並接受本物業及該等裝置、裝修物料及設備(如有)的現狀。
14. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms set out in this Preliminary Agreement.
本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。
15. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
16. The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.
買方通訊地址或電話如有更改，買方須即以書面通知賣方。
17. Vacant possession of the Property shall be delivered to the Purchaser upon completion. On the Completion Date, the Purchaser shall either enter into the DMC with the Vendor or accept an assignment of the Property subject to and with the benefit of the DMC.
買賣完成時，賣方須將本物業交吉予買方。買方同意於成交日與賣方簽署大廈公契或簽署一份本物業受大廈公契規限之轉讓契。
18. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties thereto and on the same terms and conditions thereof.
賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。
19. The Chinese translation of the provisions in this Preliminary Agreement is for reference only. In case of any doubt or conflict, the English version shall prevail. Words importing the singular shall include the plural and vice versa and



words importing one gender shall include other genders, and words importing persons shall include corporations and vice versa.

本臨時合約之中文譯本僅供參考之用，如有疑問或爭議，應以英文版本為準。但凡指單數之詞語，其釋義將包括眾數，反之亦然。但凡指男性、女性或中性之詞語，其釋義包括所有其他兩種性別。但凡指人之詞語，其釋義包括公司，反之亦然。

20. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本臨時合約之重要部份。
21. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause (22) and fully understands its contents.
買方已確認收到以下第(22)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。
22. For the purposes of clause 21, the following is the “Warning to Purchasers”:
就第(21)條而言，“對買方的警告”內容如下：
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
 - (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。



23. It is hereby certified that the Property is residential ~~non-residential~~ premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
茲證明本物業根據《印花稅條例》(第 117 章) 29A(1) 段之定義為住宅
~~非住宅~~物業。
24. It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceed HK\$ _____*.
茲證明此宗買賣非另一或一系列買賣之一部份，而總價不超過港幣 \$ _____*。
(* To be filled in by the Vendor. 由賣方填寫。)
25. The Vendor reserves the right to rectify any errors or omissions in calculating the purchase price above referred to and the amount of the purchase price shall be as stated in the Agreement to be prepared by the Vendor's Solicitors.
售價計算如有錯漏，賣方保留權利更正，售價以賣方律師所擬訂的正式合約所列為準。
26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b) 款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：-
- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及



- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

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

27. If the Property under this Preliminary Agreement consists of a residential unit(s) as well as any Carparking Space(s) or Motorcycle Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.

如本臨時合約下的本物業包括住宅單位也同時包括任何停車位或電單車停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。



Part B 乙部

In this Part, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本部中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Property 物業：Unit D, 9/F, Tower 2 第2座9樓D單位

The measurements of the Property are as follows :

本物業的量度尺寸如下：

- (a) the saleable area of the Property is 266.167 square metres/ 2,865 square feet *[of which –]
 本物業的實用面積為_____ 平方米／ _____ 平方呎 *[其中 –]

*[18.400 square metres/ 198 square feet is the floor area of the balcony];
 *[_____ 平方米／ _____ 平方呎為露台的樓面面積]；

*[- square metres/ - square feet is the floor area of the utility platform];
 *[_____ 平方米／ _____ 平方呎為工作平台的樓面面積]；

*[- square metres/ - square feet is the floor area of the verandah]; and
 *[_____ 平方米／ _____ 平方呎為陽台的樓面面積]；

- (b) other measurements are –
 其他量度尺寸為 –

*[the area of the air-conditioning plant room is 7.804 square metres/ 84 square feet];
 *[空調機房的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the bay window is - square metres/ - square feet];
 *[窗台的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the cockloft is - square metres/ - square feet];
 *[閣樓的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the flat roof is - square metres/ - square feet];
 *[平台的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the garden is - square metres/ - square feet];
 *[花園的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the parking space is - (Each) square metres/ - (Each) square feet];
 *[停車位的面積為 _____ (每個) 平方米／ _____ (每個) 平方呎]；

*[the area of the roof is - square metres/ - square feet];
 *[天台的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the stairhood is - square metres/ - square feet];
 *[梯屋的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the terrace is - square metres/ - square feet];
 *[前庭的面積為 _____ 平方米／ _____ 平方呎]；

*[the area of the yard is - square metres/ - square feet];
 *[庭園的面積為 _____ 平方米／ _____ 平方呎]；

* Delete as appropriate. * 將不適用者刪去。



Part C 丙部

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

本物業買賣所包括的裝置、裝修物料及設備列於如下:

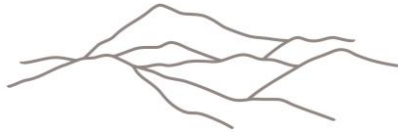
Applicable to Units D of Tower 2 (5/F - 12/F and 15/F - 17/F)

適用於第2座D單位（5樓 - 12樓及15樓 - 17樓）

Internal Wall 內牆	Emulsion paint for living room, dining room and bedroom 客廳、飯廳及睡房的表面為乳膠漆
Internal Floor 內部地板	Engineered timber and natural stone border for living room and dining room 客廳及飯廳的地板為複合木地板和天然石邊 Engineered timber for bedroom 睡房的地板為複合木地板
Doors 門	Solid core timber door with hardwood frame 木門框實心木門 Aluminum framed door with insulated glass unit 鋁門框中空玻璃門 Aluminum framed door with glazed panels 鋁門框玻璃門 Stainless steel framed metal door 不銹鋼門框金屬門
Bathroom 浴室	Natural stone to the exposed surface for wall 牆的外露位置為天然石 Natural stone to the exposed surface for floor 地板的外露位置為天然石 Ceiling is finished by cement board false ceiling in emulsion paint 天花裝修物料為水泥板假天花並髹上乳膠漆
Kitchen 廚房	Natural stone to the exposed surface for wall 牆的外露位置為天然石 Natural stone to the exposed surface for floor 地板的外露位置為天然石 Ceiling is finished by cement board false ceiling in emulsion paint 天花裝修物料為水泥板假天花並髹上乳膠漆



	<p>Natural stone for cooking bench</p> <p>灶台飾面為天然石</p>
<p>Other Provisions</p> <p>其他設備</p>	<p>Gas Single Hob, Gas Double Hob, Electrical Grill Cooktop, Electrical Convection Oven, Electrical Steam Oven, Cooker Hood, Dish Washer, Refrigerator, Wine Cellar, Washing Machine, Tumble Dryer, VRV A/C (Indoor Unit), VRV A/C (Outdoor Unit), Exhaust Air Fan, Fresh Air Fan, Central Controller, Video Door Phone, Security Keypad, Electric Water Heater, MCB Board, MCCB Board</p> <p>煤氣單頭煮食爐、煤氣雙頭煮食爐、電烤架、電焗爐、電蒸爐、抽油煙機、洗碗碟機、雪櫃、酒櫃、洗衣機、乾衣機、可變冷媒流量空調系統 (室內機)、可變冷媒流量空調系統 (室外機)、抽氣扇、鮮風扇、中央控制器、視像對講機、電子保安控制板、電熱水爐、總電掣箱、總電掣箱 (高容量)</p>



**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買家請小心閱讀**

Re : Unit/Garden Unit/Penthouse Unit ___ on ___ Floor of Tower _ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

有關: 香港深水灣徑 8 號深水灣徑 8 號第_____座_____樓單位/花園單位/頂層單位

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

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

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

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

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

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

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

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

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

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

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

我/我等已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signature of Purchaser(s)

買方簽署 : _____



8 DEEP WATER BAY DRIVE 深水灣徑 8 號

有關連人士購入單位聲明 Declaration of Related Party

買方	身份證/商業登記號碼
The Purchaser _____	I.D./B.R. No. _____
_____	身份證/商業登記號碼
_____	I.D./B.R. No. _____
_____	身份證/商業登記號碼
_____	I.D./B.R. No. _____

有關：香港深水灣徑 8 號深水灣徑 8 號第____座____樓單位/花園單位/頂層單位____
 Re : Unit/Garden Unit/Penthouse Unit ____ on ____ Floor of Tower ____ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方確認作出以下關於有關連人士*的聲明：

The purchaser(s) hereby make the following declaration on related party* :

買方是否振遠投資有限公司（“賣方”）的有關連人士？

Are you a related party of Cheerwide Investment Limited (“Vendor”)?

是 / 否
Yes / No

*有關連人士 Related Party : -

如有以下情況，某人即屬賣方的有關連人士 A person is a related party to a vendor if –

該賣方屬法團，而該人是 where that vendor is a corporation, the person is –

- (i) 該賣方的董事，或該董事的父母、配偶或子女；
a director of that vendor, or a parent, spouse or child of such a director;
- (ii) 該賣方的經理；
a manager of that vendor;
- (iii) 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;
- (iv) 該賣方的有聯繫法團或控股公司；
an associate corporation or holding company of that vendor;
- (v) 上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (vi) 上述有聯繫法團或控股公司的經理；
a manager of such an associate corporation or holding company.

備註 Remarks :

- 1) “賣方的控股公司”指陳氏集團國際有限公司、陳氏集團控股有限公司、南豐國際控股有限公司、南豐集團控股有限公司、南豐發展有限公司、NF Property Investment (Hong Kong) Holdings Limited、Global Rich Developments Limited ;
“holding company of that vendor” means Chen’s Group International Limited, Chen’s Group Holdings Limited, Nan Fung International Holdings Limited, Nan Fung Group Holdings Limited, Nan Fung Development Limited, NF Property Investment (Hong Kong) Holdings Limited、Global Rich Developments Limited ;
- 2) “有聯繫法團”就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控股公司的附屬公司；
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- 3) “附屬公司”指《公司條例》(第622章) 所指的附屬公司；
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
- 4) “經理”具有《公司條例》(第622章)第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
- 5) “私人公司”具有《公司條例》(第622章)第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人/我等謹此聲明上述提供資料正確及完整。I/We declare that the above information is accurate and complete.

買方簽署Signature of the Purchaser(s): _____ 日期Date: _____



8 DEEP WATER BAY DRIVE 深水灣徑8號

Letter of Consent to Collection of Personal Data 個人資料收集同意書

由 From : 振遠投資有限公司(“賣方”) Cheerwide Investment Limited (“the Vendor”)
南豐物業代理有限公司(“南豐”) Nan Fung Property Agency Limited (“Nan Fung”)
身份證/商業登記號碼
致 To : _____ I.D./B.R. No. _____
身份證/商業登記號碼
_____ I.D./B.R. No. _____
身份證/商業登記號碼
_____ I.D./B.R. No. _____
 (“the Purchaser”) (“買方”)

有關 : 香港深水灣徑 8 號深水灣徑 8 號第 _____ 座 _____ 樓單位/花園單位/頂層單位
_____ (“該物業”)

Re : Unit/Garden Unit/Penthouse Unit _____ on _____ Floor of Tower _____ of 8 Deep Water
Bay Drive, No.8 Deep Water Bay Drive, Hong Kong (“the Property”)

- 賣方擬使用 閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作直接促銷及提供 閣下的個人資料給南豐物業代理有限公司(“南豐”)供他們作直接促銷及物業作下述第 3 項的用途。
The Vendor wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) in direct marketing and provide your data to Nan Fung Property Agency Limited (“Nan Fung”) for use by them in direct marketing and for purposes as set out in item 3 below.
- 賣方不得使用或提供 閣下的個人資料，除非已獲得 閣下有關此等使用或提供的書面同意。
The Vendor may not use or provide your personal data unless it has received your written consent to the intended use and provision.
- 閣下的個人資料會被用作以下用途(請於適用處加✓號):
 - ☐ 賣方處理與 閣下購買深水灣徑 8 號的指明住宅物業有關的所有法律及其他必需的行政事宜並保障賣方在深水灣徑 8 號發展項目中的權益；及
 - ☐ 賣方的物業之宣傳資料及促銷深水灣徑 8 號之推廣及促銷活動。Your personal data will be used for the following purposes (Please select the appropriate):
 - ☐ All legal and other necessary administrative matters relating to your purchase of specified residential property(ies) in 8 Deep Water Bay Drive handled by the Vendor and protecting its interests in the development of 8 Deep Water Bay Drive ;
 - ☐ All promotional materials/information and marketing of the properties under the Vendor and promotional and marketing activities for 8 Deep Water Bay Drive.
- 賣方不會把 閣下的個人資料轉移予任何其他人士。
The Vendor will not transfer your personal data to any other person.
- 若 閣下同意個人資料之使用及提供作直接促銷及上述第 3 項的用途，閣下日後可撤回同意。若 閣下希望撤回同意，請致信南豐（地址：香港中環干諾道中 88 號及德輔道中 173 號南豐大廈 23 樓（註明「保密」字樣）通知我們。任何此等要求均須清楚說明相關要求針對的個人資料。
If you consent to the use and provision of your personal data for direct marketing and the purposes under item 3 above, you may subsequently withdraw you consent. If you wish to withdraw your consent, please inform Nan Fung by writing to 23rd Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong (Marked “Confidential”). Any such request should clearly state details of the personal data in respect of which the request is being made.

我/我們，簽署人，茲確認上文內容及同意本人的個人資料如上述般被使用及提供。
I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my personal data as mentioned above.

英文版本與中文版本如有任何抵觸，應以英文版本為準。
If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

買方簽署Signature of the Purchaser(s): _____ 日期Date: _____



Declaration in relation to Intermediary有關介紹人聲明

The Property : Unit/Garden Unit/Penthouse Unit ___ on ___ Floor of Tower ___ of 8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong.

該物業： 香港深水灣徑 8 號深水灣徑 8 號第_____座_____樓單位/花園單位/頂層單位_____

The Purchaser(s) _____ of I.D./B.R.No. _____

買方 _____ of I.D./B.R.No. _____

hereby declare that _____ of I.D./B.R.No. _____

of _____ (“the Intermediary”) (簡稱“介紹人”)

has introduced the Purchaser(s) to Nan Fung Property Agency Limited (“Nan Fung”) for the purchase of the Property under a Preliminary Agreement for Sale and Purchase under reference no. _____.

買方確認經由介紹人介紹到南豐物業代理有限公司(簡稱“南豐”)購買該物業，臨時買賣合約號碼為_____。

The Purchaser(s) and the Intermediary hereby declare the following:

買方及介紹人確認下列聲明：

1. Cheerwide Investment Limited (“the Vendor”) only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor.

振遠投資有限公司(簡稱“賣方”)只要求介紹人，而介紹人在此亦確認其身份只是於出售該物業一事中介紹買家給賣方，介紹人並非賣方的代理人。

2. The Intermediary did not make any oral or written agreements or representation on behalf of Nan Fung and the Vendor and Nan Fung and the Vendor shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements or representations made by the Intermediary.

介紹人並無代南豐及賣方許下任何口頭或書面的協議、承諾或陳述或代賣方應允任何承擔或責任，而南豐及賣方亦無義務代介紹人履行任何承擔或責任。

3. Nan Fung, the Vendor and their staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s) or the Intermediary. If there are any person(s) alleging to be the staff or agent of Nan Fung or the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.)

南豐、賣方及其職員並無直接或間接向買方或介紹人收取售價以外之任何費用或佣金。買方如遇任何人士以南豐或賣方的僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。

4. Nan Fung and the Vendor are not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and Formal Agreement for Sale and Purchase.

買方與介紹人之任何軋輻，一概與南豐及賣方無關。該物業之買賣交易一切依據臨時買賣合約及正式合約進行。

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

如上述之英文及中文譯本有任何出入，一切以英文為準。

Signature of the Purchaser(s)

買方簽署

Signature of the Intermediary

介紹人簽署

Date日期: _____

(Estate Agent's Licence No./地產代理牌照號碼_____)



Vendor's Information Form 賣方資料表格

The Development : 8 Deep Water Bay Drive 深水灣徑 8 號
發展項目 : 8 Deep Water Bay Drive, Hong Kong. 香港深水灣徑 8 號
Specified Residential Property : Unit D on 9th Floor of Tower 2 of 8 Deep Water Bay Drive
指明住宅物業 : 深水灣徑 8 號第 2 座 9 樓 D 單位
The Vendor : Cheerwide Investment Limited
賣方 : 振遠投資有限公司

(a)	the amount of the management fee that is payable for the Specified Residential Property : \$38,360 per month 須就指明住宅物業支付的管理費用的款額：每月\$38,360。
(b)	the amount of the Government Rent (if any) that is payable for the Specified Residential Property : 須就指明住宅物業繳付的地稅(如有的話)的款額： According to the "October to December Quarter 2020 Demand for Rates and Government Rent" issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 October 2020 to 30 December 2020 is \$11,781. 根據差餉物業估價署發出之「2020 年 10 月至 12 月季度徵收差餉及地租通知書」，2020 年 10 月 1 日至 2020 年 12 月 30 日期間之地租為\$11,781。
(c)	the name of the owners' incorporation (if any) : 業主立案法團(如有的話)的名稱： Nil 沒有
(d)	the name of the manager of the Development : 發展項目的管理人的姓名或名稱： New Charm Management Limited 新卓管理有限公司
(e)	any notice received by the Vendor from Government or management office concerning sums required to contributed by the owners of the residential properties in the Development : 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知： Nil 沒有
(f)	any notice received by the Vendor from Government or requiring the Vendor to demolish or reinstate any part of the Development : 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知： Nil 沒有
(g)	any pending claim affecting the Specified Residential Property that is known to the Vendor : 賣方所知的影響指明住宅物業的任何待決的申索： Nil 沒有

Date of printing 印製日期 : 17-12-2020

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Specified Residential Property.

本人/我們，即下述簽署人，謹此確認在簽署該指明住宅物業之臨時買賣合約之前，本人/我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Date 日期: _____

Name of Purchaser(s) 買方姓名: _____



Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Vendor : Cheerwide Investment Limited (“the Vendor”)
致 賣方 振遠投資有限公司(“賣方”)
The Property : Unit / Garden Unit / Penthouse ____ on ____ Floor of Tower ____ 8 Deep Water Bay Drive, No.8
該物業 Deep Water Bay Drive, Hong Kong (“the Development”).
香港深水灣徑 8 號深水灣徑 8 號(「該發展項目」)第____座____樓____單位／花園單位
／頂層單位
Name of Purchaser(s)
買方名稱 : _____
HKID / Passport No./ BR No.
香港身份證號碼／護照號碼
／商業登記證號碼 : _____

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人／我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

Please specify 請選擇：

A. ☐ I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :
本人／我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人／我們參觀：

☐ and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
且本人／我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。
Date of viewing of the Property :
參觀該物業日期：_____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :
本人／我們確認由於開放該物業予本人／我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人／我們參觀：

☐ and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
且本人／我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。
Date of viewing of the comparable residential property :
參觀與該物業相若的住宅物業日期：_____

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property.
但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

The comparable residential property : Unit ____ on ____ Floor of Tower ____ of the Development
與該物業相若的住宅物業：該發展項目第____座____樓____單位



- C. ☐ I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us.

本人／我們確認開放該物業予本人／我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人／我們參觀亦並非合理地切實可行，本人／我們特此同意賣方無須在該物業售予本人／我們之前開放與該物業相若的住宅物業供本人／我們參觀。

Signature of Purchaser(s) / 買方簽署

Date / 日期



Acknowledgement Letter for Physical State of Residential Property

有關住宅物業狀況確認函

致 To : 振遠投資有限公司 (“賣方”)
Cheerwide Investment Limited (“the Vendor”)

該物業 The Property : _____
(註：請填上該物業 Note: Please fill in the Property)
深水灣徑 8 號，香港深水灣徑 8 號
8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方名稱 Name of Purchaser(s) : _____

身份證/商業登記證號碼 ID/BR No.: _____

本人/我們即下述簽署人謹此確認以下事項：

I / We, the undersigned, hereby acknowledge and confirm the following matters:

- (1) 本人/我們充分知悉該物業的某些裝置、裝修物料及設備的顏色及/或紋理可能與列明於附表所提供者有少許自然差異(「該差異」)。

that I / we am/are fully aware that certain fittings, finishes and appliances of the Property may have slight natural difference(s) in colour and/or pattern (“the Difference”) as specified in the Schedule.

- (2) 賣方已以合理的技巧、工藝及物料就該差異作出修繕，該差異不構成該物業的欠妥之處。

that the Difference has been made good by the Vendor with reasonable skill, workmanship and materials and does not constitute a defect of the Property.

- (3) 本人/我們將無權就該差異提出任何異議。

that I / we shall not make any objection to the Difference.

- (4) 如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

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

買方簽署 Signature of the Purchaser(s) :

日期 Date: _____



附表 Schedule

內牆 Internal Wall	乳膠漆 Emulsion paint
內部地板 Internal floor	客廳、飯廳露出的地板表面鋪複合木和天然石邊。 Engineered timber and natural stone border flooring to exposed floor surfaces for living / dining room. 睡房鋪上複合木。 Engineered timber flooring for bedroom(s).
門 Doors	木門、玻璃門及鋁門。 Timber door, glazed door and aluminium door
浴室 Bathroom	露出的地板表面鋪天然石; Natural stone to exposed surfaces for floor; 露出的牆壁表面鋪天然石及/或油漆面板; Natural stone and/or painted panel to exposed surfaces for wall; 天花板裝修物料為水泥板假天花。 Ceiling is finished by suspended cement board false ceiling.
廚房 Kitchen	露出的地板表面鋪天然石或瓷磚; Natural stone / porcelain tile flooring to exposed surface; 露出的牆壁表面鋪天然石及/或瓷磚; Natural stone and/or porcelain tile to exposed surfaces for wall; 天花板裝修物料為水泥板假天花; Ceiling is finished by suspended cement board false ceiling; 工作檯面飾面為天然石。 Natural stone for countertop.



Letter of Defect Warranty

The Property : Unit/Garden Unit/Penthouse Unit ____ on ____ Floor of
Tower ____ of 8 Deep Water Bay Drive, No.8 Deep Water Bay
Drive, Hong Kong.
Vendor : Cheerwide Investment Limited
Purchaser(s) : (HKID No. / B.R. No. :)
Preliminary Agreement : dated _____
for Sale and Purchase

In relation to the Purchaser's agreement to purchase the Property on the terms and conditions contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase (collectively the "Agreement"), the Vendor hereby confirms and agrees that subject to the completion of the purchase of the Property by the Purchaser in strict accordance with the terms and conditions of the Agreement (in respect whereof time shall be of the essence), the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within one year from the actual date of completion of the purchase of the Property (the "Time Limit") by the Purchaser remedy any defects to the Property, or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase, caused otherwise than by the act or neglect of the Purchaser(s) or the Purchaser(s)' agent, contractor or resident, occupier or visitor of the Property PROVIDED THAT :-

1. The Purchaser shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property that should be ascertainable upon reasonable inspection.
2. The Vendor shall not by reason of this Letter of Defect Warranty be liable for any consequential loss or any loss of use of the Property or the fittings and finishes specified in Schedule 6 of the Agreement for Sale and Purchase.
3. 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 operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. The Vendor's obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.
4. The obligation of the Vendor is conditional on the Purchaser giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.
5. The benefit of this Letter of Defect Warranty shall be personal to the Purchaser solely but not any of his sub-purchaser(s) or nominee(s) and is non-assignable and non-transferable.
6. Notwithstanding any provision herein contained, if completion of the purchase of the Property does not take place in strict accordance with the terms and conditions of the Agreement, this Letter of Defect Warranty shall forthwith be null and void and cease to have any effect and the Purchaser shall not have any claim against the Vendor for any loss, damages or compensation in whatever nature.
7. This letter is independent of the Agreement. Nothing herein shall supersede, vary or modify, nor shall be construed to prejudice or be in derogation from the parties' rights and remedies under, any terms or conditions of the Agreement.
8. The Vendor's obligation herein is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. In case of any dispute in relation to this obligation, the decision of the Vendor shall be final and binding on the Purchaser.

Dated this _____ day of _____

For and on behalf of
Cheerwide Investment Limited (the Vendor)

Agreed by the Purchaser(s):-



Acknowledgement Letter regarding Opaque Glass Curtain Wall

有關不透明玻璃幕牆確認函

致 To : 振遠投資有限公司 (“賣方”)
Cheerwide Investment Limited (“the Vendor”)

該物業 The Property : _____
(註：請填上該物業 Note: Please fill in the Property)
深水灣徑 8 號，香港深水灣徑 8 號
8 Deep Water Bay Drive, No.8 Deep Water Bay Drive, Hong Kong

買方名稱 Name of Purchaser(s) : _____

身份證/商業登記證號碼 ID/BR No.: _____

本人/我們即下述簽署人謹此確認以下事項：

I / We, the undersigned, hereby acknowledge and confirm the following matters:

- (1) 本人/我們充分知悉該物業的某些幕牆為不透明玻璃。該等不透明玻璃幕牆之位置於售樓說明書之有關平面圖上顯示。

I / we am/are fully aware that certain curtain walls of the Property are made of opaque glass. Locations of such opaque glass curtain walls are shown on the relevant floor plan(s) in the sales brochure.

- (2) 本人/我們將無權就上述事項提出任何異議。

I / we shall not make any objection to the aforesaid matter.

- (3) 如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

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

買方簽署 Signature of the Purchaser(s) :

日期 Date: _____