

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

邀約以投標方式購買物業

in respect of

關於

Unit B, No.39 Blue Pool Road,
"23-39 Blue Pool Road", Hong Kong
香港"藍塘道 23-39"藍塘道 39 號 B 單位

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

邀約以投標方式購買物業

.....
Tenders are invited for the purchase of the following property:-
謹誠邀投標者投標承購下述物業:-

Unit B, No.39 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong
香港"藍塘道23-39"藍塘道39號B單位

.....
TENDER COMMENCES AT 9:30 A.M. on 21 June 2021
AND CLOSES AT 12:30 P.M. on 21 June 2021

招標開始日期及時間： 2021年6月21日上午9時30分

招標截止日期及時間： 2021年6月21日下午12時30分

(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)
(但若在招標截止時限之前物業已被撤回或出售除外)

Tenders must be submitted in the specified **Form of Tender** from 9:30 a.m. on 21 June 2021 to 12:30 p.m. on 21 June 2021 to the tender box at Mayer Brown at 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong in a sealed plain envelope and clearly marked **"TENDER FOR UNIT B NO.39 BLUE POOL ROAD "23-39 BLUE POOL ROAD"**.

投標者必須於 2021 年 6 月 21 日上午 9 時 30 分至 2021 年 6 月 21 日下午 12 時 30 分將已填妥的指定投標表格以信封密封遞交予孖士打律師行位於香港中環遮打道 10 號太子大廈 18 樓的投標箱，信封面請清楚註明「"藍塘道 23-39"藍塘道 39 號 B 單位公開招標」。

Vendor

賣方

Lockoo Limited
(樂古有限公司)

Vendor's Agent

賣方代理人

**Hang Lung Real Estate
Agency Limited**
恒隆地產代理有限公司

Contacts

查詢熱線

Miss Teresa Pang
彭小姐
Tel: 2879 0543
電話：2879 0543

CONTENTS

目錄

	Page 頁次
PART 1 : GENERAL	5
第一部份 : 一般條款	
PART 2 : TENDER NOTICE	7
第二部份 : 招標公告	
PART 3 : CONDITIONS OF SALE	16
第三部份 : 出售條款	
PART 4 : FORM OF TENDER	28
第四部份 : 投標表格	
ANNEX	
附件	

Part 1: GENERAL

第一部份：一般條款

1. In this Tender Document, the following expressions shall have the following meanings except where the context otherwise specifies:-

在本招標文件中，除另有指明外，下列詞語應具有下列含義：

"Completion Date" 「成交日期」	means the completion date specified in the Form of Tender 指投標表格中訂明的成交日期。
"Conditions of Sale" 「出售條款」	means the Conditions of Sale set out in Part 3 of this Tender Document. 指本投標文件第三部份所載的出售條款。
"Development" 「該發展項目」	means 23-39 Blue Pool Road (藍塘道 23-39), Hong Kong. 指香港藍塘道 23-39 (23-39 Blue Pool Road)。
"Formal Agreement" 「正式合約」	means the Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 9(b) of the Tender Notice. 指賣方及買方按照招標公告第 9(b)條擬簽訂的該物業的買賣合約。
"Form of Tender" 「投標表格」	means the Form of Tender set out in Part 4 of this Tender Document. 指本投標文件第四部份所載的投標表格。
"Notice of Acceptance" 「接受通知書」	means the Notice of Acceptance to be issued by the Vendor in accordance with clause 9(a) of the Tender Notice. 指賣方將根據投標公告第 9(a)條所發出的接受通知書。
"Preliminary Agreement" 「臨時合約」	means the binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser in accordance with clause 1 of the Conditions of Sale. 指賣方及買方根據出售條款第 1 條所訂立的具約束力協議。

"Purchase Price" 「樓價」	means the purchase price of the Property specified in the Form of Tender. 指投標表格中訂明的樓價。
"Property" 「該物業」	means Unit B, No.39 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong. 指香港"藍塘道23-39"藍塘道39號B單位。
"Tender Document" 「投標文件」	means this tender document, comprising the Tender Notice, the Conditions of Sale and the Form of Tender. 指本投標文件，包括招標公告、出售條款及投標表格。
"Tenderer " 「投標人」	means the person who is specified in the Form of Tender as the tenderer. 指投標表格所指明的投標人。
"Vendor's solicitors" 「賣方律師」	means Mayer Brown 指孖士打律師行。

2. The Chinese version of this Tender Document is for reference only and in case of conflict between the English and the Chinese versions, the English version shall prevail.
本投標文件的中文本僅供參考之用。如中英文本之間有任何抵觸，概以英文本為準。

Part 2: TENDER NOTICE

第二部份：招標公告

1. Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司) (the "**Sales Agent**") as sales agent for Lockoo Limited (the "**Vendor**") invites tender(s) for the purchase of the property described in the Particulars of the Property below (the "**Property**") subject to the terms and conditions set out contained in this Tender Document.

恒隆地產代理有限公司(「賣方代理人」)作為 Lockoo Limited(以下簡稱「賣方」)的代理人現按照本招標文件所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(以下簡稱「物業」)。

PARTICULARS OF THE PROPERTY

物業詳情

Unit B, No.39 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong
香港"藍塘道 23-39"藍塘道 39 號 B 單位

2. Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or non-Hong Kong company(ies) registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong) (at least one director of such limited company or non-Hong Kong company shall be natural person).
投標者必須為個人或於香港成立的有限公司或根據《公司條款》(香港法例第622條)第16部所註冊的非香港公司(而該有限公司或非香港公司的最少一名董事必須為自然人)。
3. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621, Laws of Hong Kong) (the "**RPFSO**") in respect of the Property is set out in the Vendor's Information Form annexed hereto as **Appendix A**.
賣方根據香港法例第621章《一手住宅物業銷售條例》第68條提供有關物業的資料列於本招標公告夾附的附件A的《賣方資料表格》。
4. Any tender must be:
任何投標書必須：
 - (a) made in this Tender Document with the Tender Form (**IN DUPLICATE**) each duly completed and signed by the Tenderer;
採用本招標文件連同夾附填妥的投標表格(一式兩份)，投標者必須於投標表格上簽名；

- (b) submitted together with the following documents:
必須同時附上下列文件：
- (i) one or more cashier order(s) issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**Mayer Brown**" for the sum equivalent to 5% of the Purchase Price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;
由根據香港法例第155章《銀行條例》（「**銀行條例**」）第16條領有牌照的銀行開出以「**孖士打律師行**」為抬頭人的一張或多張銀行本票，其金額相等於投標者開出的物業樓價的5%（在投標表格及出售條件中指明）；
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
如果投標者是個人，須遞交每個人的香港身份證 / 護照副本；
 - (iii) if the Tenderer is a company, a copy of the Business Registration Certificate (if applicable) and a copy of the Certificate of Incorporation of the Tenderer;
如果投標者是有限公司，須遞交公司的商業登記證(如有的話)及公司註冊證書副本；
 - (iv) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1); and
如果投標者是一間公司，須遞交 (I) 投標者董事會授權簽署投標表格及上述其他文件的決議副本；及(II) 最近期的周年申報表（表格NAR1）或法團成立表格（股份有限公司）（表格NNC1），或倘若投標者是依據《公司條例》第16部註冊的非香港註冊公司，則須提供註冊非香港公司最近期的周年申報表（表格NN3）或註冊成為非香港註冊公司的申請表（表格NN1）；及
 - (v) one original signed letter relating to furniture and chattels (in the form annexed hereto as Annex 2) (undated).

一份已簽妥正本按照附件2所列的格式的關於傢俱及物件的信函
(附件2)(不要填上日期)。

- (c) enclosed in a sealed envelope addressed to the Sales Agent and clearly marked on the outside of the envelope "**TENDER FOR UNIT B NO.39 BLUE POOL ROAD "23-39 BLUE POOL ROAD"**"; and

以信封密封遞交予賣方，信封面請清楚註明「**"藍塘道23-39"藍塘道39號B單位公開招標**」；及

- (d) placed in the Tender Box labelled "**Tender for UNIT B NO.39 BLUE POOL ROAD "23-39 BLUE POOL ROAD"**" located at 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong from 9:30 a.m. on 21 June 2021 (the "**Tender Commencing Time**") to 12:30 p.m. on 21 June 2021 (the "**Tender Closing Time**").

於2021年6月21日上午9時30分（以下簡稱「**招標開始時間**」）至2021年6月21日下午12時30分（以下簡稱「**招標截止時間**」）放入位於香港中環遮打道10號太子大廈18樓內註明「**"藍塘道23-39"藍塘道39號B單位公開招標**」的投標箱內。

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time between 9:30 a.m. on the day on which the Tender Closing Time falls and the Tender Closing Time, the Tender Closing Time will automatically be postponed to 12:30 p.m. on the next succeeding working day and in respect of which no typhoon signal no.8 or above black rainstorm warning signal or is announced between 9:30 a.m. and 12:30 p.m..

即使本招標公告載有任何規定，如果在招標截止時間當日上午9時30分至招標截止時間內任何時候，8號或以上颱風訊號在香港懸掛或黑色暴雨警告在香港發出，招標截止時間將自動延至隨後的下一個工作日下午12時30分，而該工作天上午9時30分至下午12時30分期間亦沒有八號或以上颱風信號或黑色暴雨警告發出。

5. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.

當賣方絕對酌情決定為適當時，賣方有權拒絕任何不符合本招標公告夾附的投標表格或本招標公告所列條款及條件而遞交的投標書。任何逾期投標將不被接受。

6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.

賣方有權不接受最高或最佳價或任何投標書，並且有絕對酌情權決定是否接受某一份投標書。

7. The Vendor reserves the right at any time before acceptance of a tender to withdraw any Property or any part thereof from sale or to sell or dispose of any Property or any part thereof to any person at any time. The Vendor has the absolute right to accept any tender at or before the Tender Closing Time. The Vendor reserves the right to, at any time before the Tender Closing Time, advance or postpone the Tender Closing Time by amending the information on sales arrangement relating to the Property. Any change of the Tender Closing Time will be posted at 18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong and the website of the Development at www.23-39bluepoolroad.com. The Vendor is not obliged to separately notify the Tenderers of such change.

賣方有權在接受投標書前任何時候撤回任何物業或其任何部份不予出售，或在任何時候將物業或其任何部份賣給或售予任何人。賣方有絕對權在招標截止時間或之前接受任何投標書。賣方有權透過修改物業的銷售安排資料在招標截止時間之前的任何時間更改招標截止時間。任何更改招標截止時間的通知將會張貼於香港中環遮打道 10 號太子大廈 18 樓及該發展項目的網頁（網址：www.23-39bluepoolroad.com）。賣方無須就更改招標截止時間另行通知投標者。

8. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until 12:30 p.m. of the 3rd working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until 12:30 p.m. of the Acceptance Date.

鑑於賣方邀約投標及作出下列第8(b)段所述之承諾，每名投標者須當作已承諾其投標書為不可撤銷並且構成正式的要約，能夠及可以按本招標公告、出售條款及投標表格的條款及條件予以接受，直至招標截止時間當日之後第3個工作日下午12時30分（以下簡稱「**接受日期**」）。遞交投標表格後，任何投標者均不得撤回投標書，而且該投標書須當作仍可獲賣方接受直至接受日期下午12時30分。

- (b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.

鑑於投標者作出以上第8(a)段所述之承諾，賣方同意在接獲投標者書面要求時支付港幣10.00元予投標者。

9. (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall sign and send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong

or registered office stated in his Form of Tender or by phone or by fax or by e-mail at the e-mail address stated in his Form of Tender not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.

如果投標書獲賣方接受，中標者將成為物業的買方（以下簡稱「買方」），而賣方須在接受日期前透過中標者在投標表格中指定的號碼、電子郵件地址、香港通訊地址或註冊辦事處以電話、傳真、電子郵件或專人交付方式接受投標書（以下簡稱「接受通知書」）。接受通知書按此等方式給予後當作買方已收到論。

- (b) The successful Tenderer shall sign the Formal Agreement within 5 working days after the date of the Notice of Acceptance and pay the further deposit (being 5% of the Purchase Price tendered) by way of cashier order(s) made payable to "Mayer Brown" issued by a bank licensed under Section 16 of the Banking Ordinance.

中標者須於接受通知書的日期後五個工作日內簽署正式合約，並且須於以一間根據《銀行條例》第 16 條領有牌照的銀行開出以「孖士打律師行」為抬頭人的銀行本票的方式支付進一步訂金（即中標者開出的物業樓價的 5%）。

- (c) 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.

倘中標者為一家公司，於簽署正式合約前該中標者不得更改其董事或股東。

10. All cashier orders submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier order(s) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier orders will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.

投標者遞交的所有銀行本票將予以保留但不會兌現，直至賣方對所有遞交的投標書作出決定為止。如果投標書獲賣方接受，已遞交的銀行本票會視為及用以支付中標者在投標表格下應支付的臨時訂金。其他所有銀行本票將於招標截止時間後十四 (14) 天內退回未能中標者在投標表格上指明的香港通訊地址或註冊辦事處。

11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.

以投標者身份簽署投標表格的人士當作以當事人的身份行事。

12. Time shall in all respects be of the essence.

投標者必須嚴格遵守一切有關時限的規定。

13. All enquiries shall be directed to Miss Teresa Pang at Tel. No.2879 0543. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
如有任何疑問，請致電彭小姐查詢(電話號碼為(852)2879 0543)。投標者應注意，凡任何有關物業的問題，賣方只會作出一般回應而不會就本投標提供法律或其他意見。投標者應就本招標公告及相關文件的條款徵詢獨立法律及其他專業意見。
14. Any statement, whether oral or written, made and any action taken by the Vendor or the Sales Agent or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or 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, the Form of Tender or the Conditions of Sale.
賣方或其任何代理或僱員就準投標者或投標者任何查詢所作出的任何口頭或書面聲明及採取的任何行動，僅作為指引及參考之用。任何聲明不得構成或當作構成本招標公告之一部份，而且任何該等聲明或行動不得構成或當作闡釋、修改、否定、寬免或更改本招標公告、投標表格或出售條款所列的條款或條件。
15. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).
就本招標公告而言，「工作日」不包括(a)公眾假期或星期六；或(b)香港法例第1章《釋義及通則條例》第71(2)條所定義的黑色暴雨警告日或烈風警告日以外的日子。
16. A Personal Data Collection Statement issued by the Sales Agent in relation to this tender is attached hereto as Appendix B.
由賣方代理人就本招標所發出的《收集個人資料聲明》已附載於本招標公告的附錄B。
17. The Vendor does not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("CRTPO") and agrees that this Tender Notice and the Form of Tender shall be excluded from the application of CRTPO.
賣方無意賦予任何非本投標公告及投標表格合約方的第三者以《合約(第三者權利)條例》(「合約第三者權利條例」)強制執行投標公告及投標表格下的任何條款，並同意合約第三者權利條例將不適用於本投標公告及投標表格。

Appendix A to Tender Notice
招標公告附錄A

Vendor's Information Form
賣方資料表格

The Development : "23-39 Blue Pool Road", Hong Kong (the "Development")
發展項目 香港"藍塘道 23-39" (「項目」)

Specified Residential Property : Unit B, No.39 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong
指明住宅物業 香港"藍塘道 23-39"藍塘道 39 號 B 單位

(1)	The amount of the management fee that is payable for the specified residential property 須就指明住宅物業支付的管理費用的款額:	HK\$41,948 Per month 每月
(2)	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	HK\$82,548 Per Annum 每年
(3)	The name of the owners' incorporation (if any): 業主立案法團(如有的話)的名稱:	NIL 沒有
(4)	The name of the manager of the Development: 項目的管理人的姓名或名稱:	Savills Property Management Limited 第一太平戴維斯物業管理有限公司
(5)	Any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: 賣方自政府或管理處接獲的關乎項目期中的住宅物業的擁有人須分擔的款項的任何通知:	NIL 沒有
(6)	Any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Development: 賣方自政府接獲的規定賣方拆卸項目的任何部分或將項目的任何部分恢復原狀的任何通知:	NIL 沒有
(7)	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
(8)	Date of printing: 印製日期:	17 June 2021

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Hang Lung Real Estate Agency Limited (the "Agent") wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively "personal data") for the purposes of:

恒隆地產代理有限公司(「地產代理」)擬收集閣下的姓名、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」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit in "23-39 Blue Pool Road" (the "Development") by Lockoo Limited ("Vendor"), Hang Lung Properties Limited ("HLP"), the Agent and protecting their interests in the Development, and monitoring the work of the Agent by the Vendor and HLP ("Obligatory Purposes"); and

(i) 供 Lockoo Limited (「賣方」)、恒隆地產有限公司(「恒隆地產」)、地產代理處理與閣下購買 "藍塘道 23-39" (「項目」)的住宅單位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方及恒隆地產監察地產代理的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by the Agent, the Vendor and HLP regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("Voluntary Purposes").

(ii) 供地產代理、賣方及恒隆地產就在項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

Your personal data is required by the Agent for the Obligatory Purposes. If you do not provide your personal data to the Agent for these purposes, the Agent will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit and/or parking spaces in the Development and/or administrative matters relating to the same.

地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予地產代理作此等用途，地產代理將不能夠作出強制性用途，這可能對閣下購買在項目中的住宅單位及/或車位與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Agent and/or the Vendor to use your personal data for direct marketing in relation to the investment opportunities in the Development including but not limited to the residential units and/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望地產代理及/或賣方使用閣下的個人資料向閣下進行在項目中的投資機會(包括但不限於在項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

The Agent may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，地產代理不得使用或提供閣下的個人資料作自願性用途。

The Agent will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Vendor for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Vendor who may then use your personal data for the Voluntary Purposes. The Agent will not transfer your personal data to any other person without your consent.

地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予賣方作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予賣方，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require the Agent and/or the Vendor at any time to cease using your personal data for the Voluntary Purposes and the Agent and/or the Vendor must so cease, without charge.

閣下可隨時撤回閣下的同意並要求地產代理及及/或賣方停止使用閣下的個人資料作自願性用途，而地產代理及/或賣方必須在不收費的情況下停止如此使用該等資料。

The Agent will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. The Agent will not retain your personal data if you withdraw your consent and request the Agent to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Agent will destroy your personal data as soon as practicable after the Agent are no longer obliged to retain such data by law.

地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求地產代理停止如此使用閣下的個人資料，地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in the Agent's records. To exercise these rights, you may contact the Agent at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding the Agent's policies and practices with respect to personal data and (2) raise general questions and complaints about the Agent's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Hang Lung Real Estate Agency Limited

Address: 28th Floor, Standard Chartered Bank Building, 4 Des Voeux Road Central, Hong Kong

(Marked "Confidential") 個人資料私隱主任

恒隆地產代理有限公司

地址：香港中環德輔道中 4 號渣打銀行大廈 28 樓 (註明「保密」字樣)

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Part 3: CONDITIONS OF SALE

第三部份：出售條款

1. The Form of Tender (with the Tender Notice and this Conditions of Sale attached hereto) and the Notice of Acceptance issued by the Vendor shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "**Preliminary Agreement**").
投標表格 (連同夾附的招標公告及本出售條款) 及賣方發出的接受通知書將構成賣方及買方之間就本物業訂立具約束力的協議 (該協議稱為「**本臨時合約**」)。
2. 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 paragraph (a) of Appendix I to this Conditions of Sale is calculated in accordance with section 8(3) of that Ordinance; and
本出售條款附件 I 第(a)段所指的項目樓面面積·按照該條例第 8(3)條計算;
及
 - (d) the area of an item under paragraph (b) of Appendix I to this Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
本出售條款附件 I 第(b)段所指的項目面積·按照該條例附表 2 第 2 部計算。
3. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price (as set out in the Form of Tender) on terms and conditions contained hereunder.
賣方及買方須按照下列條款及條件以樓價 (列於投標表格) 買賣該物業。
4. 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。
5. It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-
按買賣雙方的意向·本臨時合約將會由一份正式合約取代·正式合約須:-
 - (a) by the Purchaser on or before the date falling on the fifth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance; and
由買方於臨時合約的簽署日期 (即接受通知書發出日期)之後的第五個工

作日或之前簽立；及

- (b) by the Vendor on or before the date falling on the eighth working day after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance;

由賣方於臨時合約的簽署日期(即接受通知書發出日期)之後的第八個工作日或之前簽立。

6. The ad valorem stamp duty, if any, payable on the Preliminary Agreement, the Formal 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。

7. The special stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.

須就臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)·由買方承擔。

8. The buyer stamp duty, if any, payable on the Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.

須就臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)·由買方承擔。

9. The Purchaser shall attend at the Vendor's solicitors' office together with the Preliminary Agreement within 5 working days after the date of the Notice of Acceptance (in this respect time shall be of the essence), (i) to sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay further deposit (being 5% of the Purchase Price) by way of cashier order(s) made payable to the "Mayer Brown" issued by a bank licensed under Section 16 of Banking Ordinance on signing of the Formal Agreement, and (iii) to pay all stamp duties payable on the Formal Agreement.

買方須攜同臨時合約於接受通知書發出日期的 5 個工作天內到賣方律師的辦公室(就此期限須嚴格遵守)以(i)簽署賣方律師準備的正式合約標準版本(不經修改)·(ii)於簽署正式合約時以一間根據《銀行條例》第 16 條領有牌照的銀行開出以「孖士打律師行」為抬頭人的銀行本票的方式支付金額相等於樓價 5% 的進一步訂金·及(iii)支付所有正式合約下應付的印花稅。

10. If the Purchaser fails to execute the Formal Agreement within 5 working days after the date on which this Preliminary Agreement is signed, i.e. the date of the Notice of Acceptance:-

如買方沒有在本臨時合約的簽署日期之後·即接受通知書發出日期的 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·即被沒收並歸於賣方；及

- (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得因買方沒有簽立正式合約，而對買方提出進一步申索。
11. The measurements of the Property are set out under Appendix I to this Conditions of Sale.
該物業的量度尺寸載於本出售條款的附件 I。
12. The sale and purchase of the Property includes the fittings, finishes and appliances as stated in Appendix II to this Conditions of Sale.
該物業買賣所包括的裝置、裝修物料及設備載列於本出售條款的附件 II。
13. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219, Laws of Hong Kong), 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。
14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" as set out in Appendix III and fully understands its contents.
買方已確認收到於本出售條款附件 III 所附載的「對買方的警告」的中英雙語文本，並完全明白其內容。
15. Save and except the preliminary deposit, all deposit(s), part payment(s) of the Purchase Price and balance of the Purchase Price shall be made by cashier orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions in the Tender Document. All payments of the Purchase Price shall be paid at or before 4:30p.m. on the dates as stipulated in the Form of Tender.
除臨時訂金外，所有訂金、部分樓價及樓價餘款必須以銀行本票繳付。買方必須根據本臨時合約的規定繳付樓價。所有樓價付款均須在本臨時合約規定的日期下午四點半前繳付。
16. The Vendor will sell and the Purchaser will purchase the Property on an "as is" basis and in the physical state and condition as it stands at the Purchase Price and on the terms set out in this Preliminary Agreement. The Purchaser purchases the Property with full knowledge of the physical condition of the Property and fittings and finishes therein and take them as they stand.
賣方將按本臨時合約列出之樓價及條款出售本物業，買方亦將按該等樓價及條款購買本物業，本物業將以「現狀」及實質狀況出售。在購買本物業時，買方是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及接受其現有狀況而購買的。
17. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit

of this Preliminary Agreement to a third party.

買賣雙方特此同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約權益轉讓給第三者。

18. Unless otherwise agreed by the parties hereto, each party shall be responsible for its/ his/ her own solicitor's fee. All disbursements relating to the sale and purchase of the Property (including stamp duty, registration fees, search fees, copying charges, fees for certified copy of the title deeds and documents, and also the fees for preparation of the plans of the Property for use in connection with the sale and purchase) shall be borne and paid by the Purchaser solely.

除非買賣雙方另有協議，買賣雙方須負責其各自之律師費。此外，買方須負責及繳付有關本物業買賣之所有開支，包括印花稅、註冊費、查冊費、影印費、制備業權契據及核證副本之費用及擬備關於買賣本物業的圖則費。

19. The Purchaser will be required to covenant with the Vendor in the Formal Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Formal Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever:-

買方須與賣方在正式合約中訂明，若買方於本物業買賣完成前轉售本物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、受權人或其他承讓人:-

- (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and

在以後的轉售合約或其他協議中列明所有確認人、獲提名人及其他買、賣本物業或任何相關利益人士的詳細資料（包括身份証號碼及地址），及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項（除付予賣方作為購買本物業的代價之外），及

- (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as Clause 19(i) above.

在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第 19(i) 項中的責任。

20. Subject as mentioned in this Preliminary Agreement, the Vendor shall sell and the Purchaser shall purchase the Property with vacant possession. The Vendor and the Purchaser agree to complete the sale and purchase of the Property on or before the Completion Date. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the relevant deed(s) of mutual covenant.
除本臨時合約另有規定外，本物業是以交吉形式出售。買賣雙方同意在成交日期或之前完成交易。買方同意於成交時簽署一份受本物業相關大廈公契規限之轉讓契。
21. The Vendor shall be entitled not to accept any power of attorney, trustee or nominee of the Purchaser in relation to execution of the Formal Agreement. The Purchaser himself shall personally execute the Formal Agreement.
賣方有權不接受買方之受權人、信託人或獲提名人代其簽署正式合約，買方必須親自簽署正式合約。
22. The Vendor reserves the right to rectify any errors or omissions in calculating the Purchase Price referred to in this Preliminary Agreement and the amount of the Purchase Price shall be as stated in the Formal Agreement.
賣方保留修改本臨時合約中樓價在計算方面之錯誤及遺漏之權利，而正式之樓價將於正式合約中列明。
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業是印花稅條例第 29A(1) 條含義中所規定的住宅物業。
24. The Purchaser shall pay to the Manager or the Vendor all management fees deposits, building fund contribution, debris removal charges, advance payment of management fees and other payments and deposits which may be charged by the Manager under or pursuant to the Deed of Mutual Covenant, and the Purchaser shall reimburse the Vendor of such payment already paid by the Vendor and any other deposits paid by the Vendor.
買方須繳付予管理人或賣方一切管理費按金、設備基金、泥頭清理費、預付管理費及其他管理人根據大廈公契可收取之費用及按金，買方並須償還予賣方已代其支付的任何上述費用及一切其他已支付的按金。
25. Time is of the essence of this Preliminary Agreement.
本臨時合約所規定之期限均須嚴格遵守。
26. The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
27. In the event that the Purchaser is a corporation, a personal guarantee in form and substance satisfactory to the Vendor shall be given by a director (who is an individual) of the Purchaser to guarantee the Purchaser's obligations to pay the Purchase Price and

to complete the purchase in accordance with the provisions of the Formal Agreement. Such personal guarantee shall be given not later than 5 working days after the date of the Notice of Acceptance.

倘若買方為公司，買方的一名董事(必須為個人)須向賣方提供一份內容及格式為賣方滿意的個人擔保書，保證買方將履行買方的責任按照正式合約的條文繳付樓價及完成購買交易。有關個人擔保書須於接受通知書的日期後的五個工作天內提供。

28. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement dated 16 January 2017 and registered in the Land Registry by Memorial No.17020302540028.

本物業將受制及受惠於日期為 2017 年 1 月 16 日的公契及管理協議(土地註冊處註冊摘要號碼 17020302540028)。

29. (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以《合約(第三者權利)條例》(第 623 章)(『合約第三者權利條例』)為依據強制執行本臨時合約下任何條款，並且同意摒除該合約第三者權利條例適用於本臨時合約，惟受以下第(b)款及第(c)款的規定限制。

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

本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該合約第三者權利條例的適用範圍內：就是說，在排除該合約第三者權利條例到該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。

- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:- 若本臨時合約任何條款因上述第(b)款的規定沒有從該合約第三者權利條例的適用範圍內排除，而第三者(在該合約第三者權利條例定義)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) , 而該合約第三者權利條例第 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.

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

30. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.

倘若本臨時合約中英文本有差異 , 以英文文本為準。

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 本物業的實用面積為	427.270	square metres / 平方米 /	4,599	square feet, of which - 平方呎，其中 -
		7.651	square metres / 平方米 /	82	square feet is the floor area of the balcony; 平方呎為露台的樓面面積；
		N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet is the floor area of the utility platform; and 平方呎為工作平台的樓面面積；及
		N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet is the floor area of the verandah; 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 空調機房的面積為	N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet; 平方呎；
	the area of the bay window is 窗台的面積為	N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet; 平方呎；
	the area of the cockloft is 閣樓的面積為	N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet; 平方呎；
	the area of the flat roof is 平台的面積為	123.115	square metres / 平方米 /	1,325	square feet; 平方呎；
	the area of the garden is 花園的面積為	N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet; 平方呎；
	the area of the parking space is 停車位的面積為	30.875	square metres / 平方米 /	332	square feet; 平方呎；
	the area of the roof is 天台的面積為	12.208	square metres / 平方米 /	131	square feet; 平方呎；
	the area of the stairhood is 梯屋的面積為	10.171	square metres / 平方米 /	109	square feet; 平方呎；
	the area of the terrace is 前庭的面積為	N/A 不適用	square metres / 平方米 /	N/A 不適用	square feet; 平方呎；
	the area of the yard is 庭院的面積為	37.004	square metres / 平方米 /	398	square feet; 平方呎；

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

Interior Finishes 室內裝修物料

Internal Wall: Internal walls of living room, dining room are finished with natural stone, wood veneer and fabric panels. Bedroom 1 is finished with wall paper. Bedroom 2 is finished with wall paper and fabric panel. Master bedroom is finished with wood veneer, leather panel and mirror.

內牆:客廳及飯廳內牆鋪設天然石材、木紋飾面及布屏。睡房 1 鋪設牆紙。睡房 2 鋪設牆紙及布屏。主人睡房鋪設木紋飾面、皮屏及鏡。

Ceiling: Living room, dining room, bedroom 1, bedroom 2 and master bedroom are finished with gypsum board with emulsion paint and partially finished with stainless steel.

天花板: 客廳、飯廳、睡房 1、睡房 2 及主人睡房天花裝設石膏板、髹乳膠漆及部分不銹鋼飾面。

Internal Floor: Living room and dining room are finished with natural stone. Family room 1, family room 2, bedroom 1 and walk-in closet beside bedroom 1, bedroom 2, master bedroom and walk-in closet beside master bedroom are finished with engineered natural oak flooring. Living room and dining room, family room 1, family room 2, bedroom 1 and walk-in closet beside bedroom 1, bedroom 2, master bedroom and walk-in closet beside master bedroom are finished with aluminium skirting.

室內地板:客廳及飯廳採用天然石材地板。起居室 1、起居室 2、睡房 1 及睡房 1 旁的衣帽間、睡房 2、主人睡房及主人睡房旁的衣帽間鋪砌複合木地板。客廳及飯廳、起居室 1、起居室 2、睡房 1 及睡房 1 旁的衣帽間、睡房 2、主人睡房及主人睡房旁的衣帽間裝設鋁金屬腳線。

Bathroom:

Bathroom 1 & 2: Internal walls are finished with natural stone (for bathroom 1) and glass mosaic (for bathroom 2) where exposed up to the false ceiling. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board finished with moisture resistant paint.

Master Bathroom: Internal walls are finished with natural stone where exposed up to the false ceiling. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board and finished with moisture resistant paint. Sauna room ceiling is finished with aluminium panels and internal walls and floor are finished with natural stone where exposed up to the false ceiling.

Lavatory:

Internal walls are finished with natural stone where exposed up to the false ceiling. Floor is finished with natural stone where exposed. False ceiling is fitted with gypsum board and finished with moisture resistant paint.

Utility Bathroom:

Internal walls and floor are finished with ceramic tiles where exposed up to false ceiling. False ceiling is fitted with gypsum board and finished with moisture resistant paint.

浴室:

浴室 1 及 2: 內牆外露部份鋪飾天然石材 (浴室 1) 及玻璃馬賽克 (浴室 2) 至假天花位置。天然石材鋪設於地板外露部份。假天花裝設石膏板髹防水乳膠漆。

主人浴室: 內牆外露部份鋪飾天然石材至假天花位置。天然石材地板鋪設於地板外露部份。假天花裝設石膏板髹防水乳膠漆。桑拿房天花裝設鋁板假天花, 地台及內牆外露部份至假天花位置鋪設天然石材。

洗手間: 內牆外露部份鋪飾天然石材至假天花位置。天然石材地板鋪設於地板外露部份。假天花裝設石膏板髹防水乳膠漆。

多用途浴室: 內牆及地台外露部份鋪飾瓷磚至假天花位置。假天花裝設石膏板髹防水乳膠漆。

Kitchen:

G/F Kitchen: Internal walls are finished with stainless steel panel up to false ceiling and ceramic tiles for those areas covered by kitchen cabinet. Floor is finished with natural stone and stainless steel skirting. False ceiling is fitted with moisture-proof cement board finished in emulsion paint. Cooking bench is finished with artificial stone.

1/F Kitchen: Internal walls and floor are finished with ceramic tiles where exposed up to false ceiling. False ceiling is fitted with gypsum board and finished with moisture resistant paint. Cooking bench is finished with artificial stone.

廚房:

地下廚房: 內牆鋪砌不銹鋼板至假天花位置, 廚櫃遮蓋範圍鋪瓷磚。地台鋪設天然石材加不銹鋼地腳線。假天花裝設防潮水泥板, 表面髹乳膠漆。灶台裝修物料為人造石材。

一樓廚房: 內牆及地台外露部份鋪飾瓷磚至假天花位置。假天花裝設石膏板髹防水乳膠漆。灶台裝修物料為人造石材。

Interior Fittings 室內裝置

Bathroom:

Bathroom 1: Fitted with wooden cabinet finished with natural stone countertop and lacquer, and wooden mirror cabinet finished with mirror fitted with mirror demister, stainless steel and lacquer. Fittings and equipments include ceramic water closet and wash basin and glazed titanium steel bath tub (sizes 1700mm(L) x 700mm(W) x 450mm(H)) with chrome-plated mixers, heated towel rail, towel bar and paper holder. Shower cubicle is fitted with chrome-plated shower set. VRV air conditioner (share with walk-in closet) and air extraction system inside false ceiling are provided.

Bathroom 2: Fitted with wooden cabinet finished with natural stone countertop and lacquer, and wooden mirror cabinet finished with mirror fitted with mirror demister, stainless steel and lacquer. Fittings and equipments include ceramic water closet and wash basin and glazed titanium steel bath tub (sizes 1650mm(L) x 750mm(W) x 420mm(H)) with chrome-plated mixers, heated towel rail, towel bar and paper holder. Shower cubicle is fitted with chrome-plated shower set. VRV air conditioner (share with bedroom 2) and air extraction system inside false ceiling are provided.

Master Bathroom: Fitted with wooden cabinet finished with natural stone countertop and timber veneer, and wooden mirror cabinet finished with mirror fitted with mirror demister, stainless steel and timber veneer. Fittings and equipments include ceramic water closet and wash basin and glazed titanium steel bath tub (sizes 1800mm(L) x 800mm(W) x 450mm(H))

with chrome-plated mixers, heated towel rail, towel bar and paper holder. Sauna room is fitted with steam generator. Shower cubicle is fitted with chrome-plated shower set. VRV air conditioner and air extraction system inside false ceiling are provided.

Lavatory: Fitted with natural stone countertop on wooden cabinet finished with glass and lacquer. Fittings and equipments include ceramic water closet and wash basin, towel bar, paper holder and mirror.

Utility Bathroom: Utility bathroom is fitted with ceramic water closet and wash basin with chrome plated basin mixer, towel bar, paper holder and mirror. Shower cubicle is fitted with chrome-plated shower set. Air extraction system is provided. There is no bath tub for the utility bathroom.

浴室:

浴室 1: 裝設天然石材檯面，配以亮漆飾面木地櫃和裝有鏡底除霧貼的鏡面、不銹鋼飾面及亮漆飾面木鏡櫃。裝置及設備包括陶瓷座廁及洗手盆及釉面塗層鈦鋼浴缸（尺寸 1700 毫米（長）x 700 毫米（闊）x 450 毫米（高））連鍍鉻冷熱水龍頭、加熱毛巾架、毛巾杆及廁紙座。淋浴間裝設鍍鉻花灑水龍頭，另提供可變冷媒流量空調系統（與衣帽間共用）和假天花內抽風系統。

浴室 2: 裝設天然石材檯面，配以亮漆飾面木地櫃和裝有鏡底除霧貼的鏡面、不銹鋼飾面及亮漆飾面木鏡櫃。裝置及設備包括陶瓷座廁及洗手盆及釉面塗層鈦鋼浴缸（尺寸 1650 毫米（長）x 750 毫米（闊）x 420 毫米（高））連鍍鉻冷熱水龍頭、加熱毛巾架、毛巾杆及廁紙座。淋浴間裝設鍍鉻花灑水龍頭，另提供可變冷媒流量空調系統（與睡房 2 共用）和假天花內抽風系統。

主人浴室: 裝設天然石材檯面，配以天然石材及木紋飾面木地櫃和裝有鏡底除霧貼的鏡面、不銹鋼飾面及木紋飾面木鏡櫃。裝置及設備包括陶瓷座廁及洗手盆及釉面塗層鈦鋼浴缸（尺寸 1800 毫米（長）x 800 毫米（闊）x 450 毫米（高））連鍍鉻冷熱水龍頭、加熱毛巾架、毛巾杆及廁紙座。桑拿室裝設蒸氣產生器。淋浴間裝設鍍鉻花灑水龍頭。另提供可變冷媒流量空調系統和假天花內抽風系統。

洗手間: 裝設天然石材檯面，配以玻璃及亮漆飾面木地櫃。裝置及設備包括陶瓷座廁及洗手盆、毛巾杆、廁紙座及鏡。

多用途浴室: 裝設陶瓷座廁及洗手盆連鍍鉻冷熱水龍頭、毛巾杆、廁紙座及鏡。淋浴間設有鍍鉻花灑水龍頭，另提供抽氣系統。多用途浴室不設置浴缸。

Kitchen:

G/F Kitchen:

Kitchen cabinet fitted with MDF cabinet door in lacquer finish, MFC base cabinet carcass in lacquer finish and sliding bench made of solid hardwood timber. Cabinet fitted with stainless steel sink, chrome-plated sink mixer, 3-burner Chinese gas stove system, single-head gas hob, dual-head induction hob, built-in electric single oven, built-in microwave oven, built-in electric steam oven, built-in fridge freezer, built-in dishwasher, built-in wine cellar, exhaust hood, food waste disposer, kitchen TV, gas water heater remote control. VRV air conditioner and air extraction system inside false ceiling are provided.

1/F Kitchen:

Kitchen cabinet fitted with cabinet door and carcass in plastic laminate finish. Cabinet fitted with stainless steel sink, chrome-plated sink mixer, built-in induction hob, built-in microwave oven, built-in refrigerator, exhaust hood, built-in washer dryer. Audio & Video Door Entry System, VRV air conditioner and air extraction system inside false ceiling are provided.

廚房:

地下廚房：廚櫃裝設亮漆面 MDF 櫃門，MFC 地櫃櫃身採用亮漆飾面，實硬木滑動檯面。廚櫃裝有不銹鋼洗滌盆、鍍鉻洗滌盆冷熱水龍頭、三頭中式煤氣煮食爐、單頭煤氣煮食爐、雙頭電磁爐、嵌入式單頭電磁焗爐、嵌入式微波爐、嵌入式電蒸爐、嵌入式雪櫃與冷凍櫃、嵌入式洗碗機、嵌入式酒窖、抽油煙機、廚餘處理器、廚房電視機、煤氣熱水爐遙控裝置，另假天花內置可變冷煤流量空調機及抽氣系統。

一樓廚房：廚櫃裝設膠板飾面櫃門及櫃身。廚櫃裝有不銹鋼洗滌盆、鍍鉻洗滌盆冷熱水龍頭、嵌入式電磁爐、嵌入式微波爐、嵌入式雪櫃、抽油煙機、嵌入式洗衣乾衣機，另提供視聽門鈴系統、假天花內置可變冷煤流量空調機及抽氣系統。

Appliances : VRV Air-Conditioner (Indoor Unit), motorized blind, motorized integral blind, home automation control panel, fire place, television, 7.2 CH AV Receiver, invisible in-wall/in-ceiling speaker, Powered Subwoofer, control system, control system panel, WiFi router, flat soundbar, 3-burner Chinese gas stove system, single-head gas hob, dual-head induction hob, built-in electric single oven, built-in microwave oven, built-in electric steam oven, built-in fridge freezer, built-in dishwasher, built-in wine cellar, exhaust hood, food waste disposer, kitchen TV, gas water heater remote control, audio & video door entry system, exhaust fan, undermounted bathtub, steam generator set, heated towel rail, thermal ventilator, dehumidifying rod, outdoor air processing unit (utility bathroom), built-in washer dryer, washing machine, dryer, built-in induction hob, built-in refrigerator, VRV air-conditioner (outdoor unit), temperature-modulated circulating type water heater, BBQ grill and roller shutter.

設備: 可變冷煤流量空調機（室內裝置），電動窗簾，電動綜合式窗簾，家居自動化系統控制屏，壁爐，電視，7.2 聲道網絡影音擴音機，雙分頻形嵌牆/嵌天花音箱，電動超低音喇叭，控制系統，控制系統控制屏，無線網絡路由器，長條型喇叭，三頭中式煤氣煮食爐，單頭煤氣煮食爐，雙頭電磁爐，嵌入式單頭電磁焗爐，嵌入式微波爐，嵌入式電蒸爐，嵌入式雪櫃與冷凍櫃，嵌入式洗碗機，嵌入式酒窖，抽油煙機，廚餘處理器，廚房電視機，煤氣熱水爐遙控器，視聽門鈴系統，抽氣扇，嵌入式浴缸，蒸氣裝置，加熱毛巾架，浴室換氣暖風機，除濕棒，室外空氣處理裝置(多用途浴室)，嵌入式洗衣乾衣機，洗衣機，乾衣機，嵌入式電磁爐，嵌入式雪櫃，可變冷煤流量空調機（室外裝置），循環式恆溫煤氣熱水爐，燒烤爐及捲閘。

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

對買方的警告

買方請小心閱讀

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

Part 4: FORM OF TENDER

第四部份：投標表格

Form of Tender 投標表格

To: Hang Lung Real Estate Agency Limited (恒隆地產代理有限公司)
as sales agent for Lockoo Limited

致: 恒隆地產代理有限公司
作為 Lockoo Limited 的出售代理人

1. I/We (whose name(s) and address specified in the schedule to this Form of Tender), having read the Tender Document, hereby irrevocably offer to purchase the Property from the Vendor at the Purchase Price specified in the schedule to this Form of Tender below as one single transaction and on the terms and conditions of this Tender Document and the Conditions of Sale.

本人/ 我們 (名稱及地址已載於本投標表格附表)已閱讀本招標文件的條款，現不可撤銷地提出要約根據本投標表格附表所載的樓價以單一交易形式購買該物業，並受本招標文件及出售條款及細則所約束。

2. I/ We further agree that:-

本人/ 我們進一步同意：

- (a) the Purchase Price shall be paid by me/us in the manner as specified in the schedule to this Form of Tender 本人/ 我們將根據本投標表格附表所載的方式繳付樓價;
- (b) if this Tender is accepted, this Tender Document together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Document and I/we will be bound by the Tender Document and the Conditions of Sale to 如本投標書獲賣方接納，則本招標文件連同接受通知書將會構成本人/ 我們與賣方之間按照招標文件訂立的一份具約束力的協議，而本人/我們將按照出售條款:-
- (i) pay the further deposit and balance of the Purchase Price in the manner as specified under the schedule to this Form of Tender; 按本投標表格附表所示的方式支付進一步訂金及樓價的餘款;
- (ii) sign the Formal Agreement in accordance with clause 9(b) of the Tender Notice; and 根據招標公告的第 9(b) 條簽署正式合約；及
- (iii) complete the purchase of the Property in accordance with the Tender Document and the Formal Agreement as signed. 根據招標文件及正式合約的條款完成購買該物業。

3. I/ We declare and confirm that 本人/我們現聲明並確認:-

* I am/We are NOT introduced by any intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們不是經由任何中介人提交標書購買該物業。

* (i) I am/We are introduced by the Intermediary to submit a tender to the Vendor for the purchase of the Property. 本人/我們是經由中介人介紹向賣方提交標書購買該物業。

**Please tick where applicable*
**請於適當的格上填上「✓」號*

(ii) the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to me/us, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向本人/我們、中介人或任何其他人士負責。

(iii) the Vendor and their staff did not and will not collect directly or indirectly from me/us or the Intermediary any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from me/us in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向本人/我們或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在本人/我們購買該物業時向其索取任何金錢或其他利益，本人/我們應向廉政公署舉報。

(iv) the Vendor is not and will not be involved in any disputes between the Intermediary and me/us. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement and the Formal Agreement. 本人/我們與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時合約及正式進行。

4. I/ We declare and confirm that:-
本人/ 我們聲明及確認：-

- (a) # I am/ We are **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621). 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們並不是賣方的「有關連人士」。
- # I am/ We are a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap.621) in the following way 就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們為賣方的「有關連人士」，詳情如下:-

#Please tick where applicable and fill in the relevant information

#請於適當的格上填上「✓」號並填上有關資料

Remarks 備註:

For the purposes of this declaration:-

就本聲明而言，

- (a) *a person is a related party to the Vendor if that person is:*
如有以下情況，某人即屬賣方的「有關連人士」：
- (i) *a director of the Vendor, or a parent, spouse or child of such a director;*
該人是賣方的董事，或該董事的父母、配偶或子女；
 - (ii) *a manager of the Vendor;*
該人是賣方的經理；
 - (iii) *a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - (iv) *an associate corporation or holding company of the Vendor;*
該人是賣方的有聯繫法團或控權公司；
 - (v) *a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
 - (vi) *a manager of such an associate corporation or holding company.*
該人是上述有聯繫法團或控權公司的經理。
- (b) *"manager" has the meaning given by Section 2(1) of the Companies Ordinance (Cap. 622), and "private company" has the meaning given by Section 11 of the Companies Ordinance (Cap. 622).*
「經理」具有《公司條例》(第 622 章)第 2(1)條所給予的涵義，而「私人公司」具有《公司條例》(第 622 章)第 11 條所給予的涵義。

- (b) I/We declares and confirms that the above information provided in this paragraph 4 is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.

本人/ 我們謹此聲明及確認本第 4 段提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾儘快通知賣方。

5. I/ we confirm and acknowledge before the submission of the Form of Tender 本人/ 我們謹此確認及知悉在提交投標表格之前:-

- [@] The Vendor has made the Property available for viewing by me/ us and I/ we have viewed the Property at the following date and time:-

賣方已開放該物業供買方參觀，且本人/我們已於下列日期及時間參觀過該物業:

Date and time 日期及時間:

- [@] I/We understand that I/we have the right to view the Property before the submission of the Form of Tender and the Vendor has offered to arrange me/us to view the Property, however, I/we have declined to do so. 本人/我們明白本人/ 我們有權在提交投標表格前參觀該物業，而賣方已邀請本人/我們參觀該物業，但本人/我們拒絕參觀該物業。

[@]*Please tick where applicable and fill in the relevant information*

[@]請於適當的格上填上「✓」號並填上有關資料

6. I/ we have read the Personal Data Collection Statement (the "**Statement**") as set out under Appendix B to the Tender Notice and agree to its term.

本人已閱讀招標公告附件 B 附載的「收集個人資料聲明」(「**聲明**」)並同意其條款。

- By checking this box, I/ we instruct the Agent (as defined in the Personal Data Collection Statement) **NOT** to use my/our personal data for the Voluntary Purposes described in Statement, including transfer of my personal data to the Vendor or the Agent. (If I/we do not check this box, I/we understand that the Agent **will** use my/our personal data for its Voluntary Purposes described in the Statement and transfer my/our personal data to the Vendor for the Voluntary Purposes described in the Statement.)

- 本人/ 我們在此空格加上剔(「✓」)號，即表示本人/ 我們指示代理(根據聲明中定義)不得使用本人/我們的個人資料作於聲明中所述自願性用途，包括把本人/我們的個人資料轉移予賣方。(如果本人並不在此空格加上剔(「✓」)號，即表示本人/ 我們明白，地產代理將會使用本人/我們的個人資料作其於聲明

中所述的自願性用途並把本人的個人資料轉移予發展商作聲明中所述自願性用途。)

7. The following documents are submitted with this Tender Document:-
本招標文件已同時附上下列文件：

- cashier order(s)
銀行本票
- copy of HKID Card/ Passport (*for individual Tenderer only*)
香港身份證/護照副本(只適用於個人投標者)
- copy of Business Registration Certificate and Certificate of Incorporation (*for corporate Tenderer only*)
商業登記證及公司註冊證書副本 (只適用於公司投標者)
- (i) board resolutions of Tenderer; and (ii) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1) (*for corporate Tenderer only*)
(i)公司董事會決議副本；及(ii)最近期的周年申報表(表格 NAR1)或法團成立表格(股份有限公司)(表格 NNC1)，或倘若投標者是依據《公司條例》第 16 部註冊的非香港註冊公司，則須提供註冊非香港公司最近期的周年申報表(表格 NN3)或註冊成為非香港註冊公司的申請表(表格 NN1)(只適用於公司投標者)
- one original signed letter relating to furniture and chattels (in the form annexed hereto as Annex 2) (undated).
一份已簽妥正本按照附件 2 所列的格式的關於傢俱及物件的信函(附件 2)(不要填上日期)。

8. I/We acknowledge receipt of a copy of the warning notice under appendix III to the Conditions of Sale and fully understand the contents thereof.
本人/我們已收到出售條款附件 III 所載的警告之副本及完全明白此警告之內容。

9. I/ We, the Tenderer, have read the entire Tender Document and agree to be bound by and confirm my/ acceptance of the terms and conditions under the Tender Document. I/ We further represent and warrant that the information given in this Form of Tender (together its schedule) is in all respects true and accurate in all respects.
本人/我們，投標者，已細閱整份投標文件並同意接受並受制於投標文件的條款與細則。
本人/我們進一步陳述及保證本投標表格(包括其附表)的內容在各方面均為真實及正確。

Signature(s) of Tenderer/ Authorized Signatory(ies) of the corporate Tenderer:

投標者/公司投標者的授權代表簽署：

Name of Tenderer/ Authorized Signatory(ies) of the corporate Tenderer:

投標者/公司投標者的授權代表姓名：

Date:

日期：

Schedule to the Form of Tender

投標表格的附表

Particulars of the Tenderer 投標者的詳情	
Name of Tenderer: 投標者姓名：	
HKID No./ Passport No./ Business Registration No. of Tenderer: 投標者香港身份證號碼/護照號碼/ 商業登記號碼：	
Correspondence Address in Hong Kong of Tenderer: 投標者的香港聯絡地址：	
Telephone number of Tenderer: 投標者的電話號碼：	
Facsimile No./Email Address of Tenderer: 投標者的傳真號碼/電郵號碼：	
Intermediary (if any) 中介人(如有)	

Name of Estate Agency (if any) appointed by Tenderer: 投標者委託的地產代理(如有)名稱 :	
Name of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員(如有)名稱 :	
Licence No. of Estate Agent/ Salesperson (if any) appointed by Tenderer: 投標者委託的地產代理人/營業員(如有)牌照號碼 :	
Contact Details of Estate Agency (if any) appointed by Tenderer: 投標者委託的地產代理的聯絡方式 :	
Purchase Price 樓價	
Purchase Price (HK\$): 樓價(港幣) :	
Terms of Payment 支付條款 The terms of payment of the Purchase Price is as follows:- 投標者須按以下條款支付樓價 :	
<p><i>*Please tick where applicable</i> <i>*請於適當的格上填上「✓」號</i></p> <p><input type="checkbox"/>* PLAN A- BASE PLAN 計劃 A-基本計劃</p> <p>[<i>Note:</i></p> <p>(i) <i>the benefit of "Stamp Duty Cash Rebate" under Part A of Annex I is applicable to the purchaser who chooses the PLAN A-BASE PLAN; and</i></p> <p>(ii) <i>the benefit of "Early Completion Cash Rebate" under Part B of Annex I is NOT applicable to the purchaser who chooses the PLAN A-BASE PLAN</i></p> <p>註:</p> <p>(i) 附件 1(A)部份所載的「印花稅現金回贈」適用於選擇「計劃 A-基本計劃」];及</p>	

(ii) 附件 1(B)部份所載的「提前成交現金回贈」不適用於選擇「計劃 A-基本計劃」的買方

(a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender, i.e. the date of the Notice of Acceptance issued by the Vendor;

港幣 _____ 元，即樓價的 5%，為臨時訂金，於賣方接受本投標時(即賣方發出接受通知書的日期當日)支付；

(b) HK\$ _____, which is equal to 5% of the Purchase Price, being further deposit shall be paid upon my/our signing of the Formal Agreement;

港幣 _____ 元，即樓價的 5%，為進一步訂金，於簽署正式合約時支付；

(c) HK\$ _____, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid on or before the working day falling on the expiry of _____ days from the date of the Notice of Acceptance;

港幣 _____ 元，即樓價的 90%，為樓價的餘款，須於接受通知書發出日期起計的 _____ 天屆滿的首個工作天當天或之前支付。



PLAN B- 270-DAY COMPLETION PLAN

計劃 B-270 天成交期計劃

[Note:

(i) *the benefit of "Stamp Duty Cash Rebate" under Part A of Annex I is applicable to the purchaser who chooses the PLAN B-270 DAY COMPLETION PLAN; and*

(ii) *the benefit of "Early Completion Cash Rebate" under Part B of Annex I is applicable to the purchaser who chooses the PLAN B-270 DAY COMPLETION PLAN*

註:

(i) 附件 1(A)部份所載的「印花稅現金回贈」適用於選擇「計劃 B-270 天成交期計劃」;及

(ii) 附件 1(B)部份所載的「提前成交現金回贈」適用於選擇「計劃 B-270 天成交期計劃」的買方

(a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender, i.e. the date of the Notice of Acceptance issued by the Vendor;

港幣 _____ 元，即樓價的 5%，為臨時訂金，於賣方接受本投標時(即賣方發出接受通知書的日期當日)支付；

(b) HK\$ _____, which is equal to 5% of the Purchase Price, being further deposit shall be paid upon my/our signing of the Formal Agreement;

港幣 _____ 元，即樓價的 5%，為進一步訂金，於簽署正式合約時支付；

#[(c) (i) HK\$ _____, which is equal to _____ % of the Purchase Price, being part payment of the Purchase Price shall be paid on or before the working day falling on the expiry of _____ days from the date of the Notice of Acceptance.

港幣 _____ 元，即樓價的 _____ %，為部份樓價，須於接受通知書的日期起計的 _____ 天屆滿的首個工作天當天或之前支付。]

[(ii) HK\$ _____, which is equal to _____ % of the Purchase Price, being part payment of the Purchase Price shall be paid on or before the working day falling on the expiry of _____ days from the date of the Notice of Acceptance.

港幣 _____ 元，即樓價的 _____ %，為部份樓價，須於接受通知書的日期起計的 _____ 天屆滿的首個工作天當天或之前支付。]

[(iii) HK\$ _____, which is equal to _____ % of the Purchase Price, being part payment of the Purchase Price shall be paid on or before the working day falling on the expiry of _____ days from the date of the Notice of Acceptance.

港幣 _____ 元，即樓價的 _____ %，為部份樓價，須於接受通知書的日期起計的 _____ 天屆滿的首個工作天當天或之前支付。]

(d) HK\$ _____, which is equal to _____ % of the Purchase Price, being the balance of the Purchase Price shall be paid on or before the working day falling on the expiry of 270 days from the date of the Notice of Acceptance.

港幣 _____ 元，即樓價的 _____ %，為樓價的餘款，須於接受通知書發出日期起計的 270 天屆滿的首個工作天當天或之前支付。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the working day falling on the expiry of 270 days from the date of the Notice of Acceptance issued by the Vendor (the “**Completion Date**”).

倘本投標為賣方所接受，則該物業買賣的成交將於接受通知書的日期起計的 270 天屆滿的首個工作天當天或之前的辦公時間進行（「**成交日**」）。

#please delete where appropriate #請刪去不適用者

附件

Annex

(附件不屬於招標文件的一部份。)

(The Annex does not form part of the Tender Document.)

1. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
2. 關於傢俱及物件的信函(投標者須簽署本信函並連同招標文件一併遞交)
Letter relating to furniture and chattels (this letter should be signed and submitted together with the Tender Document)

附件 1

Annex 1

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

1. 賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
The relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
3. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。
All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.
4. 根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠（如有）；而有關還款能力之要求（包括但不限於供款與入息比率之上限）將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。
The bank will, in the course of approving any mortgage, take into account the terms and conditions of the second mortgage in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.
6. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
All capitalized terms in this List of gifts, financial advantage or benefits, unless otherwise defined, shall have the meaning ascribed to them in the Tender Document.

Part A

Stamp Duty Cash Rebate

印花稅現金回贈

- (a) Subject to paragraph (b) below, the Purchaser shall be entitled to:-
受制於以下第(b)段，買方可享有:-

- (i) Stamp Duty Cash Rebate being the amount equals to the percentage as set out in the table below (the "**Stamp Duty Cash Rebate**") of the Purchase Price as stated in the Formal Agreement. For the avoidance of doubt, the amount of Stamp Duty Cash Rebate is limited to the aforementioned amount regardless of the actual amount of stamp duty (whether ad valorem stamp duty, buyer stamp duty or special stamp duty) payable by the Purchaser.
相等於「正式合約」上所載該物業的樓價以下列表格所指明的百分比計算「印花稅現金回贈」(「印花稅現金回贈」)。為免生疑問，
「印花稅現金回贈」的金額只限於以上所寫的金額，而不受有關買方實際應付的印花稅(不論是從價印花稅、買家印花稅或特別印花稅)的影響。

Stamp Duty Cash Rebate 印花稅現金回贈	Percentage of Purchase Price 樓價的百分比
	4.25%

- (b) The Purchaser shall fulfill the following conditions for its entitlement of the Stamp Duty Cash Rebate:-
買家須履行下列各項條件以符合「印花稅現金回贈」的資格：-

- (i) the Purchaser shall execute a legally binding Formal Agreement of the Property (in the form prescribed by the Vendor without amendments) in accordance with the terms and conditions of the Preliminary Agreement; 買方須按照「臨時合約」的條款與細則，簽署一份有法律約束力的正式合約(按賣方規定的格式及不得作出修改)；
- (ii) the Purchaser shall make payment of the further deposits and part payment of Purchase Price within the time specified in the Formal Agreement and perform and observe all other terms and conditions in the Preliminary Agreement and the Formal Agreement;
買方須於「正式合約」規定的限期內支付進一步訂金及部份樓價，並履行及遵守「臨時合約」和「正式合約」所有其他條款與細則；
- (iii) the Purchaser shall first make payment of the full amount of the stamp duty chargeable on the Preliminary Agreement and the Formal Agreement (and any additional stamp duty and penalty) within the time limit as prescribed by the law; and 買方須於法律規定的限期內先行繳付對「臨時合約」和「正式合約」徵收的印花稅全部金額(及任何附加印花稅及罰款)；及
- (iv) the Purchaser shall have paid the full amount of Purchase Price (after deducting the amount of Stamp Duty Cash Rebate) to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Formal Agreement. 買方須於「正式合約」規定的成交日期或之前，向賣方支付(扣除「印花稅現金回贈」的金額)全部樓價及完成「該物業」的買賣。

- (c) Subject to and conditional upon your fulfilling of all the obligations in paragraph (b) above, the Vendor will apply the Stamp Duty Cash Rebate for part payment of Purchase Price of the Property.
在買方履行以上第(b)段所有責任的前提下，賣方將會直接於該物業成交時將「印花稅現金回贈」用於支付該物業的部份樓價餘款。

Part B

Early Completion Cash Rebate

提前成交現金回贈

This Early Completion Cash Rebate is only applicable if the Purchaser has chosen the "Plan B-270-DAY COMPLETION PLAN" under the Form of Tender.

「提前成交現金回贈」只適用於在投標表格中選擇了「計劃B-270天成交期計劃」的買方

- (a) The Purchaser may elect to complete the sale and purchase of the Property on a working day earlier than the schedule Completion Date (as specified in the Form of Tender) by giving not less than 14 days written notice to the Vendor's solicitors. Subject to paragraph (b) below, the Purchaser shall be entitled to Cash Rebate being the amount equals to the percentage as set out in the table below (the "**Early Completion Cash Rebate**") of the Purchase Price as stated in the Formal Agreement of the Property to be entered into between the Vendor and the Purchaser.

買方可選擇給予賣方不少於14天的事前通知要求於(投標表格所載的)原定成交日以前的任何一個工作天完成「該物業」的成交。受制於以下第(b)段，買方可享有相等於由買賣雙方將簽署定的正式合約上所載該物業的樓價以下列表格所指明的百分比計算「提前成交現金回贈」(「提前成交現金回贈」)。

Date of completion of the sale and purchase of the Property 物業的成交日期	"Early Completion Cash Rebate" Amount 「提前成交現金回贈」金額
Within 240 days after the date of the Notice of Acceptance 接受通知書發出日期後 240 日內	2.85% of Purchase Price 樓價 2.85%
Within 241 days – 270 days after the date of the Notice of Acceptance 接受通知書發出日期後 241 日至 270 日內	0.35% of Purchase Price 樓價 0.35%

- (b) The Purchaser shall fulfill the following conditions for its entitlement of the Early Completion Cash Rebate:-

買方須履行下列各項條件以符合「提前成交現金回贈」的資格：-

- (i) the Purchaser shall execute a legally binding Formal Agreement of the Property (in the form prescribed by the Vendor without amendments) in accordance with the terms and conditions of the Preliminary Agreement;
買方須按照「臨時合約」的條款與細則，簽署一份有法律約束力的正式合約(按賣方規定的格式及不得作出修改)；
- (ii) the Purchaser shall make payment of the further deposit, part payment and balance of the Purchase Price within the time specified in the Formal Agreement and perform and observe all other terms and conditions in the Preliminary Agreement and the Formal Agreement; and
買方須於「正式合約」規定的限期內支付進一步訂金、部份付款及樓價餘額，並履行及遵守「臨時合約」和「正式合約」所有其他條款與細則；及
- (iii) the Purchaser shall have paid the full amount of the Purchase Price to the Vendor and duly completed the purchase of the Property on or before the date of completion specified in the Formal Agreement.
買方須於「正式合約」規定的成交日期或之前，向賣方支付全部樓價及完成「該物業」的買賣。

- (c) Subject to and conditional upon your fulfilling of all the conditions in paragraph (b) above, the Vendor will apply the Early Completion Cash Rebate for part payment of the Purchase Price of the Property.
在買方履行以上第(b)段所有責任的前提下，賣方將會直接於該物業成交時將「提前成交現金回贈」用於支付該物業的部份樓價餘款。

Part C

Furniture and Chattels

傢俱與物件

The Purchaser shall receive the furniture and chattels displayed at the Property on completion of the sale and purchase (subject to the terms and conditions of the Agreement and other relevant documentation, which said terms and conditions include (without limitation) the followings : The Purchaser confirms and declares that the Purchaser fully understands and accepts in all respects the existing state, quality, condition, fitness and finishes of the furniture and chattels without any requisition or objection whatsoever in respect of the same and shall not be entitled to any claim and/or compensation in relation to the furniture and chattels nor terminate the Agreement by reason of the aforesaid. No warranty or representation whatsoever has been given or is made by the Vendor on the state, condition, quality, fitness or finishes of the furniture and chattels or as to whether any of the furniture and chattels is/are or will be in working condition for any purpose. The furniture and chattels will be delivered to the Purchaser upon completion on an "as-is" condition and "the then as-is" and "where is" basis at completion of the sale and purchase of the Property.

買方可於買賣完成時獲贈該物業內之傢俱與物件(受買賣合約及其他相關文件條款及條件限制，該等條款及條件包括但不限於買方確認及聲明特買方完全明白及接受傢俱與物件之現況、品質、狀態、性能及裝修物料並且沒有對工程傢俱與物件有任何質詢或反對。買方不得就裝修設計、傢俱與物件作出任何有關傢俱與物件之申索、賠償或/及補償亦不得終止買賣合約。買方沒有為傢俱與物件的狀況、品質、狀態、性能或裝修物料或其是否或將會否在可運作狀況提供或作出任何保證或陳述，傢俱與物件將於成交日以「現狀」、「屆時之現狀」及所在位置給予買方。

附件 2
Annex 2

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Letter relating to furniture and chattels
關於傢俱及物件的信函

Vendor 賣方	Lockoo Limited (樂古有限公司)
Development 發展項目	"23-39 Blue Pool Road", Hong Kong 香港"藍塘道 23-39"
Property 物業	Unit B, No.39 Blue Pool Road, "23-39 Blue Pool Road", Hong Kong (the "Property") 香港"藍塘道23-39"藍塘道39號B單位(「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號 碼	

To : Vendor
致 : 賣方

1. The Purchaser agrees that all existing furniture and chattels provided in the Property (collectively the "**Items**") will be provided to the Purchaser on an "as-is", "the then as-is" and "where is" basis as at the date of completion of the sale and purchase of the Property. The Purchaser has duly inspected (or has been advised by the Vendor and offered the opportunity to inspect) the Items.
買方同意本物業內之現有傢俱及物件(統稱「**該等物件**」)將於本物業買賣成交時以「現狀」、「屆時之現狀」及所在位置給予買方。買方已妥為視察(或賣方已建議及買方已獲機會視察)該等物件。
2. The Items are shown on the **list of Furniture and Chattels attached hereto** for indicative/reference purpose only. The Purchaser hereby declares that the Purchaser fully understands and accepts in all respects the existing state, quality, condition, fitness and finishes of the Items without any requisition or objection whatsoever in respect of the same and shall not be entitled to any claim and/or compensation in relation to the Items nor terminate the agreement for sale and purchase ("**Agreement**") by reason of the aforesaid. No warranty or representation whatsoever has been given or is made by the Vendor on the state, condition, quality, fitness or finishes of the Items or as to whether any of the Items is or will be in working condition for any purpose.
隨本信函附上該等物件之傢俱及物件表。該表只供指示/參考用途。買方聲明買方完全明白及接受該等物件之現況、品質、狀態、性能及裝修物料並且沒有對該等物件有任何質詢或反對。買方不得就前述事宜作出任何有關該等物件之申索或/及賠償亦不得終止買賣合約(「**買賣合約**」)。賣方沒有為該等物件的狀況、品質、狀態、性能或裝修物料或其是否或將會否在可運作狀況提供或作出任何保證或陳述。
3. The Purchaser has been specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. The Purchaser hereby agrees to waive any requisitions, objection and/or claim in relation to any and all of the Items and shall not be entitled to refuse to complete the purchase of the Property or to seek reduction in the purchase price or other relief by reason of the Vendor's failure to deliver any of the Items or any damage to any of the same.
賣方特別要求買方就以上諮詢獨立的法律意見,買方充份明白上述事宜的法律後果。買方茲同意不會要求賣方就該等物件的任何或所有部份提出任何質詢,反對或/及索償。如賣方未能提供該

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等物件或如該等物件有任何損毀，買方不能因此拒絕完成本物業的買賣交易或尋求減買價或其他緩解。

4. This letter is independent of the Agreement. Nothing herein shall supersede or vary or modify and terms or conditions of the Agreement. This letter does not affect the rights and remedies of the Vendor or the Purchaser under the Agreement. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the Agreement will not in any way be prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Agreement.

本函是獨立於買賣合約。本函不取代或修改或變更買賣合約的條款。本函不影響賣方或買方在買賣合約下的權利和賠償。如賣方未能遵守或履行本函的任何責任，買賣合約的所有條款的運作，有效性或可執行性將不受損害，變更或影響，而買方仍須遵守及履行買賣合約的所有條款。

5. The benefit in this letter is personal to the Purchaser and is only available to the Purchaser as a purchaser of the Property only (which for the avoidance of doubt excludes any other properties in the Development which the Purchaser has purchased or may purchase). The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.

本函之利益為買方個人擁有，並只限於作為本物業之買方（為免生疑問，不包括買方已購入或將購入發展項目的其他物業）。本函賦予買方的權利和利益不能轉讓或轉移。

6. The Purchaser undertakes to the Vendor the following: (a) to keep the existence and contents of this letter in strictest confidence; (b) not to disclose this letter or any part hereof to any third party (save and except the Purchaser's own professional advisors or bankers or as may be required by law); and (c) not to register this letter at the Land Registry.

買方向賣方作出以下承諾：(a) 將本函的存在及其內容嚴格保密；(b) 不會向任何第三方（買方的專業顧問、銀行或按法例規定除外）透露本函或其任何部份；及(c) 不會將本函於土地註冊處登記。

7. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.

買賣雙方無意賦予任何第三者權利以《合約(第三者權利)條例》(第 623 章)(「該條例」)為依據強制執行本函下任何條款，並且同意摒除該條例適用於本函。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

經過詳盡及細心考慮本函之內容後，本人/吾等同意接受並同意接受並受本函所載之條款約束。

Signature(s) of the Purchaser(s)

買方簽署

Date 日期：

Note : The Chinese version is for reference only. In the event of any discrepancy between the English and Chinese versions of this letter, the English version shall prevail.

註： 中文版本只作參考。倘若本函的中英文版本有歧義，以英文版本為準。

List of Furniture and Chattels
傢俱及物件表

List of Furniture and Chattels (for reference only)
傢俱及物件表 (僅供參考)

Item	Furniture 家具	Location 位置	Quantity 數量
F1	Armchair 扶手椅	Foyer 玄關	2
F2	Side Table 邊桌	Foyer 玄關	1
F3	Dining Table 餐桌	Dining Room 飯廳	1
F4	Dining Chair 餐桌椅	Dining Room 飯廳	8
F5	Cabinet 櫃	Dining Room 飯廳	2
F6	Sofa 沙發	Living Room 客廳	1
F7	Bench 長椅	Living Room 客廳	1
F8	Armchair 扶手椅	Living Room 客廳	2
F9	Coffee Table 茶几	Living Room 客廳	1
F10	Furnishing 擺設	Living Room 客廳	2
F11	Dining Table 餐桌	Courtyard 庭院	1
F12	Dining Chair 餐桌椅	Courtyard 庭院	4
F13	Chair 椅子	Kitchen 廚房	2
F14	Sofa 沙發	Family Room 1 起居室 1	1
F15	Coffee Table 茶几	Family Room 1 起居室 1	1
F16	Side Table 邊桌	Family Room 1 起居室 1	2
F17	Bed 睡床	Bedroom 1 睡房 1	1
F18	Mattress 床褥	Bedroom 1 睡房 1	1
F19	Dressing Table 梳妝臺	Bedroom 1 睡房 1	1
F20	Chair 椅子	Bedroom 1 睡房 1	1
F21	Bookcase 書架	Bedroom 1 睡房 1	1
F22	Nightstand 床頭櫃	Bedroom 1 睡房 1	2
F23	Bed 睡床	Bedroom 2 睡房 2	1
F24	Mattress 床褥	Bedroom 2 睡房 2	1
F25	Desk 書桌	Bedroom 2 睡房 2	1
F26	Chair 椅子	Bedroom 2 睡房 2	1
F27	Nightstand 床頭櫃	Bedroom 2 睡房 2	2
F28	Bed 睡床	Master Bedroom 主人睡房	1
F29	Mattress 床褥	Master Bedroom 主人睡房	2
F30	Sofa 沙發	Master Bedroom 主人睡房	1
F31	Bench 長椅	Master Bedroom 主人睡房	1
F32	Coffee Table 茶几	Master Bedroom 主人睡房	1
F33	Nightstand 床頭櫃	Master Bedroom 主人睡房	2
F34	Sofa 沙發	Family Room 2 起居室 2	1

Item	Furniture 家具	Location 位置	Quantity 數量
F35	Armchair 扶手椅	Family Room 2 起居室 2	1
F36	Coffee Table 茶几	Family Room 2 起居室 2	1
F37	Working Bench 工作枱	Family Room 2 起居室 2	1
F38	Armchair 扶手椅	Family Room 2 起居室 2	1
F39	Cabinet 櫃	Walk-in Closet 步入式衣帽間	1
F40	Chair 椅子	Walk-in Closet 步入式衣帽間	2
F41	Dining Table 餐桌	Flat Roof 平台	2
F42	Dining Chair 餐桌椅	Flat Roof 平台	10
F43	Bar Table 吧桌	Flat Roof 平台	1
F44	Bar Stools 吧檯椅	Flat Roof 平台	2
F45	Sofa 沙發	Flat Roof 平台	2
F46	Daybed 戶外沙發床	Flat Roof 平台	1
F47	Side Table 邊桌	Flat Roof 平台	1
F48	Parasol 遮陽傘	Flat Roof 平台	1
L1	Pendant Light 吊燈	Foyer 玄關	2
L2	Floor Lamp 座地燈	Foyer 玄關	1
L3	Pendant Light 吊燈	Dining Room 飯廳	1
L4	Pendant Light 吊燈	Living Room 客廳	1
L5	Floor Lamp 座地燈	Living Room 客廳	1
L6	Wall Lamp 壁燈	Courtyard 庭院	2
L7	Mirror Light 鏡燈	Lavatory 廁所	2
L8	Wall Lamp 壁燈	Staircase 樓梯	1
L9	Wall Lamp 壁燈	Family Room 1 起居室 1	2
L10	Table Lamp 枱燈	Family Room 1 起居室 1	2
L11	Pendant Light 吊燈	Bedroom 1 睡房 1	1
L12	Bedside Lamp 床頭燈	Bedroom 1 睡房 1	2
L13	Mirror Light 鏡燈	Bathroom 1 浴室 1	1
L14	Bedside Lamp 床頭燈	Bedroom 2 睡房 2	2
L15	Table Lamp 枱燈	Bedroom 2 睡房 2	1
L16	Pendant Light 吊燈	Bedroom 2 睡房 2	1
L17	Pendant Light 吊燈	Master Bedroom 主人睡房	6
L18	Floor Lamp 座地燈	Master Bedroom 主人睡房	1
L19	Wall Lamp 壁燈	Walk-in Closet 步入式衣帽間	2
L20	Wall Lamp 壁燈	Master Bathroom 主人浴室	1
L21	Floor Lamp 座地燈	Flat Roof 平台	4
L22	Wall Lamp 壁燈	Flat Roof 平台	2