

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER (D.1)

Tenders are invited for the purchase of the following properties
at Dukes Place 皇第, No.47 Perkins Road, Hong Kong:-

- (1) Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor);
- (2) Car Parking Space No.R11 on the Basement Floor; and
- (3) Car Parking Space No.R12 on the Basement Floor.

**Tender commences at 10:00 a.m. on 11 January 2020
and closes at 5:00 p.m. on 11 January 2020
(unless previously withdrawn or sold)**

Tenders must be submitted from 10:00 a.m. on 11 January 2020 and at or before 5:00 p.m. on 11 January 2020 to the Vendor at 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong in a sealed plain envelope and clearly marked "**Tender for Dukes Place**".

Vendor: **Imperial Time Limited**
31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong

Enquiry Hotline: (852) 2878-2888

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Tel: 2843-2211
Ms. Karen So / Ms. Natalie Oh / Ms. Rita Yip (Fax: 2103 5109 / 2103 5465 /
2103 5406)

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the 14th working day after the closing of tender (both dates inclusive).
“Agreement”	means the Agreement(s) for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser, the form(s) of which is/are contained in the Annex hereto.
“Letter of Acceptance”	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of Part 1 of this Tender Document.
“Offer Form”	means the Offer Form set out in Part 2 of this Tender Document.
“Property”	means the properties as more particularly described in Schedule 3 to the Agreement or where used in the Offer Form, the property offered to be purchased by the Tenderer.
“purchase price”	means the purchase price specified in the Offer Form.
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
“Tender Document”	means this Tender Document (comprising Part 1 and Part 2 but does not include the Annex).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Imperial Time Limited.
“Vendor’s solicitors”	means Mayer Brown.
“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 of the Laws of Hong Kong).

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in the Tender Document and the Agreement.

- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted. The Vendor reserves the right not to consider or accept any late tender.
- 2.4 The Vendor also reserves the right, at any time before acceptance of a tender, to reject any tender submitted and/or to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the closing date and time of the tender by amending the Information on Sales Arrangements relating to the Property. Any adjustment of the closing date and time of the tender will be posted at 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;
 - (b) accompanied with the following documents:-
 - (i) Cashier order/Cashier Order and Cheque

One or more cashier order(s) and cheque(s) (if any) in the aggregate amount of 10% of the purchase price and made payable to "MAYER BROWN" issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155 of the Laws of Hong Kong).
 - (ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer, copy of the board resolutions of the Tenderer authorizing the signing of the tender, and copies of the latest register of directors and Annual Return Form (Form NAR1) of the Tenderer.

In case of the Tenderer being a non-Hong Kong company registered under Part 16 of the Companies Ordinance (Cap.622 of the Laws of Hong Kong), a copy of the latest Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).

(iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by Tenderer.

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

- (1) Agreement (in the form annexed hereto as Annex 1A in duplicate).
- (2) Warning to Purchasers (in the form annexed hereto as Annex 2).
- (3) Personal Information Collection Statement (in the form annexed hereto as Annex 3).
- (4) Acknowledgement Letter Regarding Stamp Duty (in the form annexed hereto as Annex 4).
- (5) Vendor's Information Form (in the form annexed hereto as Annex 5)
- (6) Acknowledgement Letter Regarding "As-is" Conditions (in the form annexed hereto as Annex 6).

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

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender for Dukes Place**"; and
- (d) placed in the Tender Box labelled "**Tender For Dukes Place**" placed at 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

10:00 a.m. on 11 January 2020

Closing date and time of the tender:

5:00 p.m. on 11 January 2020

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 10:00 a.m. on the closing date of the tender, the closing date and time of the tender will be extended to 5:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

2.8 All cashier order(s) and cheque(s)(if any) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and cheque(s) (if any) submitted therewith will be treated as the deposit towards and applied in part payment of the purchase price. All other cashier orders and cheque(s) (if any) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

- 2.9 (a) The Tenderer must sign the Offer Form, the Agreement and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does not accept any person to act as an agent, attorney, representative, trustee of the Tenderer.
- (b) A tenderer who is a body corporate should clearly state its correspondence address, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the

address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier orders and/or cheque(s).

- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (“**Letter of Acceptance**”) personally delivered to him at or posted to the Hong Kong correspondence address stated in his Offer Form not later than the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Letter of Acceptance will be accompanied with one counterpart of the Agreement (signed by the Vendor, dated no later than the end of the Acceptance Period, and with the original floor plans of the Property annexed thereto).

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor (Enquiry Hotline: (852) 2878-2888).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 Time shall in all respects be of the essence.
- 4.4 The Vendor reserves the right to alter the description of the Property in the Agreement, the title deeds, the Land Registry and/or the building plans in respect of the Property.
- 4.5 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.6 In the event of any discrepancy between the English version of this Tender Document and the

Chinese translation of this Tender Document, the English version shall prevail.

Dated: 8 January 2020

[End of Part 1: Tender Notice]

PART 2: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Property as specified under Section 3 of the Schedule to this Offer Form) at the purchase price specified under Section 2 of the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Agreement.

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, a binding agreement (i.e. the Agreement) between the Vendor and me/us for the sale and purchase of the Property will be made and I/we will be bound by the terms and conditions of the Agreement.

3. Address for receipt of acceptance of tender and the Agreement

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of acceptance of tender, the Agreement and/or return of cashier order(s) and cheque(s) (if any). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
- (c) I/We understand and acknowledge that the Vendor's solicitors are only solicitors of the Vendor and are only acting for the Vendor and do not act for me/us in this tender. I/We further confirm and acknowledge that I/we understand the nature and the terms of the present transaction and the contents of this tender and I/we have sought independent legal advice and representation on this tender and the transaction hereby contemplated before entering into this Tender Document or I/we consider that such independent legal advice and representation is not required.

5. I/We authorize the Vendor to complete the particulars (now in blank) in the Agreement and in the documents submitted together with this Tender Document.

Schedule to the Offer Form

(To be completed by the Tenderer)

<i>Section 1 - Particulars of the Tenderer</i>			
Name			
ID No. / Passport No. / BR No.			
Address/ Registered office			
Hong Kong Correspondence address (if different from above)			
Contact details	Name		
	Telephone		Fax
<i>Section 2 - Purchase price</i>			
Purchase price (HK\$)			
Cashier order and Cheque no.	Amount (HK\$)	Bank	Cashier order and Cheque no.
<i>Section 3 – Property</i>			
Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor); Car Parking Space No.R11 on the Basement Floor; and Car Parking Space No.R12 on the Basement Floor.			
<i>Section 4 – Payment plan</i>			
<ul style="list-style-type: none"> A deposit equivalent to 10% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance); A part payment equivalent to _____ of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance; A part payment equivalent to _____ of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance; and A part payment equivalent to _____ of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance; and _____ of the purchase price shall be paid within _____ days from the date of the Letter of Acceptance. 			
<i>Section 5 - Viewing of the Property</i>			
<input type="checkbox"/> The Vendor has made the Property available for viewing by me/us and I/we have viewed			

the Property.

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

Section 6 - Intermediary (if any)

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

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

I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Agreement.

Section 7 - Declaration of relationship with the Vendor (Please tick as appropriate)*

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

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

- (a) a director of the Vendor, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor;*
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;*
- (d) an associate corporation or holding company of the Vendor;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

For the purpose of this Declaration, "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))

Section 8 - Submission checklist

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

1. Tender Document (without the Annex) with the Offer Form completed and signed
2. Cashier order(s) and cheque(s) (if any)
3. Tenderer's identification documents

4. Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
- (1) Agreement (in the form annexed hereto as Annex 1A, in duplicate) *(undated)*
- (2) Warning to Purchasers (in the form annexed hereto as Annex 2) *(undated)*
- (3) Personal Information Collection Statement (in the form annexed hereto as Annex 3) *(undated)*
- (4) Acknowledgement Letter Regarding Stamp Duty *(undated)*
- (5) Vendor's Information Form *(undated)*
- (6) Acknowledgement Letter Regarding "As-is" Conditions *(undated)*

Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

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

**TENDERER MUST
COMPLETE THIS
PAGE**

2.		
3.		
4.		
5.		

Section 10 - Signature of the Tenderer and witness

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

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

Signed by the Tenderer:	Witnessed by:
Name of the authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

[End of Part 2: Offer Form]

[End of the Tender Document]

招標文件

公開招標承投購買物業

現招標承投購買以下於香港白建時道 47 號 Dukes Place 皇第之以下物業:-

- (1) 8 樓及 9 樓單位 A(複式單位)(連同其露台及儲物室、位於 8 樓的洗手間及垃圾及物料回收室)；
 - (2) 地庫私家車停車位號 R11; 及
 - (3) 地庫私家車停車位號 R12。
-

招標開始日期及時間為 2020 年 1 月 11 日上午 10 時正
而招標截止日期及時間為 2020 年 1 月 11 日下午 5 時正
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2020 年 1 月 11 日上午 10 時正起至 2020 年 1 月 11 日下午 5 時正止，投標書須放入普通信封內封密，信封面上清楚註明「皇第投標書」，提交至賣方位於香港中環夏慤道 12 號美國銀行中心 31 樓的辦事處。

賣方： 瀚晉有限公司
香港中環夏慤道12號美國銀行中心31樓
查詢熱線：(852) 2878-2888

賣方律師： 孖士打律師行
香港中環遮打道 10 號太子大廈 18 樓
蘇植蕊律師/胡如嫣律師/葉麗萍小姐 (傳真：2103 5109 / 2103 5465 / 2103 5406)

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交招標書的首日至招標截止日期後的第 14 個工作日（包括首尾兩日）。
「買賣合約」	指賣方與買方擬簽訂有關該物業的買賣合約，其格式見於附件中。
「接納書」	指賣方根據本招標文件第 1 部份第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 2 部份的要約表格。
「該物業」	指詳細描述於買賣合約的附表 3 中的物業或如用於要約表格，則指投標者要約購買的物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「招標文件」	指本招標文件（由第 1 部份及第 2 部份組成，但不包括附件）。
「招標公告」	指本招標文件第 1 部份的招標公告。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	瀚晉有限公司。
「賣方律師」	指孖士打律師行。
「工作日」	指 (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。

2. 招標程序

- 2.1 賣方現按照載於本招標文件及買賣合約的條款及細則招標承投購該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。賣方保留不考慮或接受任何逾期投標書的權利。
- 2.4 賣方亦保留權利在接受任何投標書之前的任何時間駁回任何已遞交之投標書及/或撤回

該物業或其任何部份不予出售，或將該物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。

2.5 賣方保留權利透過修改有關該物業的銷售安排資料更改招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於香港中環夏愨道 12 號美國銀行中心 31 樓。賣方無須就更改招標截止日期及時間另行通知投標者。

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 投標書必須：

(a) 採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第 2 部份）。
請填妥及簽署要約表格的英文文本或要約表格的中文文本；

(b) 連同以下文件：

(i) 銀行本票/銀行本票及支票

一張或多張銀行本票及支票(如有)，總金額為樓價的 10%，抬頭寫「孖士打律師行」，銀行本票須由根據香港法例第 155 章《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本、投標者董事會授權簽署投標書的決議副本，以及投標者最近期的董事登記冊及周年申報表（表格 NAR1）的複印本。

倘若投標者是依據香港法例第 622 章《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）。

(iii) 中介人的牌照（如適用）

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

(1) 按照附件 1A 所列的格式的買賣合約（一式兩份）。

(2) 按照附件 2 所列的格式對買方的警告。

(3) 按照附件 3 所列的格式個人資料收集聲明。

(4) 按照附件 4 所列的格式關於印花稅的確認書。

(5) 按照附件 5 所列的格式賣方資料表格。

(6) 按照附件 6 所列的格式關於現狀的確認書。

請不要於本第(iv)分段所述的任何文件內填上日期。

- (c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**皇第投標書**」；及
- (d) 從下述招標開始日期及時間起至招標截止日期及時間止放入賣方位於香港中環夏慤道 12 號美國銀行中心 31 樓擺放的標示為「**皇第招標**」的投標箱內：

招標開始日期及時間：

2020 年 1 月 11 日上午 10 時正

招標截止日期及時間：

2020 年 1 月 11 日下午 5 時正

若在招標截止日期上午 10 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 5 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。

- 2.8 在賣方對收到的投標書作出決定前，所有銀行本票及支票(如有)均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票(如有)將視作訂金，以支付樓價的部份款項。所有其他銀行本票及支票(如有)將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還落選投標者。
- 2.9
 - (a) 投標者須親身簽署要約表格、買賣合約及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。賣方不接受任何人以代理人、獲授權人、代表、信託人身份代表投標者行事。
 - (b) 投標者如為法人團體，須於要約表格須清楚註明其通訊地址、聯絡人姓名、電話及傳真號碼。
 - (c) 要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票及支票(如有)的地址。
- 2.10
 - (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
 - (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達、或通過郵遞方式寄予買方。接納書在投郵後的第二個工作日視為已經正式收到。
- 3.3 接納書會附上一份買賣合約(由賣方簽署及填上承約期間屆滿之前的日期，及附上該物業的平面圖的正本)。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方(查詢熱線: (852) 2878- 2888)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或買賣合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或買賣合約所列出的任何條款或條件。
- 4.3 投標者必須嚴格遵守一切有關時限的規定。
- 4.4 賣方保留權利在任何時間修改該物業於其買賣合約、業權文件、土地註冊處及/或建築圖則中有關的描述。
- 4.5 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.6 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

日期：2020年1月8日

[第1部份：招標公告完]

第 2 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們（其名稱與地址載於本要約表格的附表），即投標者，現不可撤銷地提出要約以本要約表格的附表中第 2 節指明的樓價購買本要約表格附表中第 3 節指明的該物業，並受本招標文件及買賣合約的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，將構成一份賣方與本人／我們之間就買賣該物業有效的協議（即買賣合約），本人／我們須遵守買賣合約中的條款及細則。

3. 收取接受投標書信函及買賣合約的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函及買賣合約及退回銀行本票及支票(如有)的地址。接納書在投郵後的第二個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- (c) 本人／我們明白及確認賣方律師是賣方的唯一律師及只為賣方行事，而不是就本招標代表本人／我們。本人／我們確認本人／我們明白此交易的性質與條款及本招標的內容，並已於簽署招標文件前就本招標及據此擬進行的交易尋求獨立的法律意見及代表或本人／我們認為不需要所述的法律意見及代表。

5. 本人／我們授權賣方完成買賣合約及連同本招標文件遞交的文件中的細節（現在留空白）。

要約表格的附表

(由投標者填寫)

第1節 – 投標者的資料			
名稱			
身份證／護照／商業登記證號碼			
地址／註冊辦事處			
香港通訊地址（如與上面不同）			
聯絡資料	聯絡人		
	電話		傳真
第2節 – 樓價			
樓價 (HK\$)			
銀行本票及支票	金額 (HK\$)	銀行	本票/支票編號
第3節 – 物業			
<p>8樓及9樓單位 A(複式單位)(連同其露台及儲物室、位於8樓的洗手間及垃圾及物料回收室)； 地庫私家車停車位號 R11; 及 地庫私家車停車位號 R12。</p>			
第4節 – 付款計劃			
<ul style="list-style-type: none"> 訂金即樓價 10% 於投標書獲賣方接納當日(即接納書的日期)繳付; 加付樓價即樓價_____於接納書的日期後_____日內繳付; 加付樓價即樓價_____於接納書的日期後_____日內繳付; 加付樓價即樓價_____於接納書的日期後_____日內繳付; 及 樓價_____於接納書的日期起_____日內繳付。 			

第5節 – 參觀該物業	
<input type="checkbox"/>	賣方已開放該物業供本人／我們參觀，且本人／我們已參觀過該物業。
<input type="checkbox"/>	本人／我們明白本人／我們有權在遞交投標書之前參觀該物業，而賣方已開放該物業供本人／我們參觀，但本人／我們決定不參觀。

第6節- 中介人 (如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明 (僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據買賣合約進行。

第7節- 與賣方關係的聲明 (*請別適用者)

就《一手住宅物業銷售條例》(第 621 章)而言，本人／我們[* 是 / 不是] 賣方的「有關連人士」。

(如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵意及「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵意。)

第8節- 遞交清單

以上文件連同本招標文件遞交 (詳情見招標公告第 2.7 段)：

- 1. 招標文件 (沒有附件) 和已填妥及簽署的要約表格
- 2. 銀行本票及支票(如有)
- 3. 投標者的身份證明文件
- 4. 中介人的牌照 (如適用)
- 5. 由投標者填妥並簽署的附件的文件：
 - (1) 按照**附件 1A** 所列的格式的買賣合約 (一式兩份) (不要填上日期)。
 - (2) 按照**附件 2** 所列的格式對買方的警告(不要填上日期)。
 - (3) 按照**附件 3** 所列的格式個人資料收集聲明(不要填上日期)。
 - (4) 按照**附件 4** 所列的格式關於印花稅的確認書(不要填上日期)。
 - (5) 按照**附件 5** 所列的格式賣方資料表格(不要填上日期)
 - (6) 按照**附件 6** 所列的格式關於現狀的確認書(不要填上日期)。

第9節 – 關於公司投標者的聲明（不適用於個人投標者）

我們聲明並同意如下：

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

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

第10節 – 投標者及見證人的簽署

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

投標者須
填妥本頁

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

投標者簽署：

見證人簽署：

獲授權人士的名稱（如投標者為公司）：

見證人名稱：

日期：

[第2部份：要約表格完]

[招標文件完]

附件 Annex

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

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

- 1A 有關該物業的買賣合約（住宅連車位）（一式兩份）#
Agreement for Sale and Purchase of the Property (for residential flat with parking space)
(in duplicate)#
- 2 對買方的警告 #
Warning to Purchasers #
- 3 個人資料收集聲明 #
Personal Information Collection Statement #
- 4 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
- 5 賣方資料表格 #
Vendor's Information Form #
- 6 關於現狀的確認書 #
Acknowledgement Letter Regarding “As-is” Conditions #
- 7 律師收費表
Legal fees and disbursements table
- 8 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告

買方請小心閱讀

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

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

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

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

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice. 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

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

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

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

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of .
公曆 年 月 日

Signature of Purchaser

買方簽署

Personal Data Collection Statement
收集個人資料聲明

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

Imperial Time Limited (the “Vendor”) wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) for the purposes of:

瀚晉有限公司(「賣方」)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(s) and/or parking space(s) in **Dukes Place 皇第** (the “Development”) by the Vendor (“Obligatory Purposes”) and protecting its interest in the development of the Development; and
供賣方處理與閣下購買 **Dukes Place 皇第** (「發展項目」)的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述賣方在發展項目中的權益(「強制性用途」); 及
- (ii) sales and direct marketing to you by the Vendor regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and parking spaces in the Development and conducting marketing, sale and statistical analysis (“Voluntary Purposes”).
供賣方就在發展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發展項目的住宅單位及/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 Vendor for the Obligatory Purposes. If you do not provide your personal data to the Vendor for these purposes, the Vendor will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Development and/or administrative matters relating to the same.

賣方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賣方作此等用途，賣方將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或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 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 parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望賣方使用閣下的個人資料向閣下進行在發展項目中的投資機會(包括但不限於在發展項目的住宅單位及/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 Vendor 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，賣方不得使用或提供閣下的個人資料作自願性用途。

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

賣方將會採取所有切實可行的步驟，以保密閣下的個人資料，及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任何其他人士，而前述人士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，賣方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 Vendor at any time to cease using your personal data for the Voluntary Purposes and the Vendor must so cease, without charge.

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

The Vendor will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. The Vendor will not retain your personal data if you withdraw your consent and request the Vendor 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 Vendor will destroy your personal data as soon as practicable after the Vendor are no longer obliged to retain such data by law.

賣方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賣方停止如此使用閣下的個人資料，賣方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，賣方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 Vendor's records. To exercise these rights, you may contact the Vendor at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在賣方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賣方聯絡，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 Vendor's policies and practices with respect to personal data and (2) raise general questions and complaints about the Vendor'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) 索取有關賣方在個人資料方面的政策及實務的一般資料及 (2) 提出有關賣方處理個人資料的一般問題及投訴，應致函予以下人士：

Imperial Time Limited

Address: 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong

(Marked "Confidential")

瀚晉有限公司

地址: 香港中環夏愨道 12 號美國銀行中心三十一樓 (註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct the Vendor **NOT** to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to any other person. (If I do not check this box, I understand that the Vendor **will** use my personal data for its Voluntary Purposes described above and transfer my personal data to any other person for the Voluntary Purposes described above.)

本人在此空格加上剔(「✓」)號，即表示本人指示賣方不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予任何其他人士。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，賣方將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予任何其他人士作上述自願性用途。)

Signature of Purchaser: _____

買方簽署:

Name of Purchaser: _____

買方姓名:

Date: _____

日期:

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Vendor 賣方	Imperial Time Limited 瀚晉有限公司
Address 地址	Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第
Property 該物業	Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor), Car Parking Space No.R11 on the Basement Floor and Car Parking Space No.R12 on the Basement Floor 8 樓及 9 樓單位 A(複式單位)(連同其露台及儲物室、位於 8 樓的洗手間及垃圾及物料回收室), 地庫私家車停車位號 R11 及地庫私家車停車位號 R12
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) (if any) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署上述物業之臨時買賣合約(「**臨時合約**」)(如有)及正式買賣合約(「**買賣合約**」)之前,買方已獲悉以下事項及其影響:

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018 and the Stamp Duty (Amendment) (No.2) Ordinance 2018
《2018 年印花稅(修訂)條例》及《2018 年印花稅(修訂)(第 2 號)條例》之從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the “**Ordinance**”) has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《印花稅(修訂)條例 2018》(「**2018 修訂條例**」)已於 2018 年 1 月 19 日刊憲,法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「**新稅率**」),以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書,除獲豁免或另有規定外,均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得,而該香港永久性居民在取得有關住宅物業時,在香港沒有擁有其他任何住宅物業),均須繳付以新稅率計算的從價印花稅。
2. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 (the “**2018 Amendment (No.2) Ordinance**”) with retrospective effect from 12 April 2017. Under the 2018 Amendment (No.2) Ordinance, unless specifically exempted or otherwise provided in the law, acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to the AVD at New Rate, even if the purchaser is a Hong Kong permanent resident who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《印花稅(修訂)(第 2 號)條例 2018》(「**2018(第 2 號)修訂條例**」)已於 2018 年 4 月 20 日刊憲,法例具有追溯效力至 2017 年 4 月 12 日。根據 2018(第 2 號)修訂條例,除獲特定豁免或另有法律規定外,於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書,即使買方是代表自己行事,且在香港沒有擁有任何其他住宅物業的香港永久性居民,若以一份文書取得多於一個住宅物業,均須繳付以「新稅率」計算的從價印花稅。
3. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted. For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。有關以「新稅率」計算的「從價印花稅」適用的豁免,詳情請瀏覽稅務局網頁(www.ird.gov.hk)。

Procedures to be followed by the Purchaser
買方應遵守的程序

4. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer’s stamp duty (“**BSD**”) shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅:
 - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。

(b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：

(i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及

(ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

5. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Preliminary Agreement.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關臨時合約簽立日期後 30 天內繳交。

Other Matters 其他事項

6. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

7. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的從價印花稅。

8. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算從價印花稅(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及開銷。

9. I/We acknowledge that this document does not constitute any advice or representation from the Vendor to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成賣方給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

10. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改買賣合約之任何條款或細則。

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

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Imperial Time Limited 瀚晉有限公司
Address 地址	Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第
Property 該物業	Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor), Car Parking Space No.R11 on the Basement Floor and Car Parking Space No.R12 on the Basement Floor 8 樓及 9 樓單位 A(複式單位)(連同其露台及儲物室、位於 8 樓的洗手間及垃圾及物料回收室), 地庫私家車停車位號 R11 及地庫私家車停車位號 R12
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	The amount of the management fee cannot be provided as the Deed of Mutual Covenant and Management Agreement in respect of the Development has not yet been executed for the time being. 因發展項目的公契及管理協議尚未簽立，所以未能提供該物業的管理費金額。
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	Annual Government Rent: HK\$418 for the whole of Inland Lot No.7740. There has been no apportionment of Government rent for the specified residential property as at the date of printing of this form. 年度地稅：港幣 418 元(就整個內地段第 7740 號(而言)。直至本表格印刷之日，尚未有為指明住宅物業分攤地稅。)
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	Dukes Place Management Services Limited
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 8 January 2020

印製日期：2020 年 1 月 8 日

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding “As-is” Conditions
關於現狀的確認書

Annex 6
附件 6

Vendor 賣方	Imperial Time Limited 瀚晉有限公司
Address 地址	Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第
Property 該物業	Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor), Car Parking Space No.R11 on the Basement Floor and Car Parking Space No.R12 on the Basement Floor 8 樓及 9 樓單位 A(複式單位)(連同其露台及儲物室、位於 8 樓的洗手間及垃圾及物料回收室), 地庫私家車停車位號 R11 及地庫私家車停車位號 R12
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

1. I/We confirm and acknowledge receipt of the following floor plans in respect of the Property:
本人/我們知悉及確認就該物業收到以下圖則：
 - a. floor plan for the Agreement for Sale and Purchase (“**Agreement Plan**”); and
買賣合約平面圖(「**合約圖則**」); 及
 - b. floor plan showing “As-is” layout (“**As-is Plan**”).
現狀間隔平面圖(「**現狀圖則**」)。
2. I/We acknowledge that the Agreement Plan and As-is Plan differs in those areas indicated with annotations showing alteration work(s) (“**Alteration Works**”) and accepts that the Property will be sold as shown on the As-is Plan.
本人/我們知悉合約圖則和現狀圖則在有提供註解並展示經改動工程(「**改動工程**」)的地方具有差別並接受該物業將如現狀圖則出售。
3. I/We agree and accept that a written confirmation from an Authorized Person will be provided to me/us by the Vendor at a later date certifying the Alteration Works shown on the As-is Plan constitute exempted building works and/or minor works as provided for in the Buildings Ordinance (Cap. 123).
本人/我們同意及接受賣方會日後向本人/我們提供一份由一位認可人士發出的書面確認書於以證明現狀圖則上之改動工程均屬於《建築物條例》(第 123 章)下被豁免及/或之小型工程。
4. In light of the above, I/we confirm that I/we will not hold the Vendor liable for any discrepancy between the layout of the Property and the Agreement Plan.
鑒於上述情況, 本人/我們確認不會就該物業間隔和合約圖則的差異向賣方進行任何形式的追討。
5. I/We acknowledge that this Letter does not constitute any advice or representation from the Vendor to me/us. I/We understand that advice from the professionals should be sought before signing this Letter.
本信件不構成賣方給予本人/我們任何意見或陳述。本人/我們明白簽署本信件前, 本人/我們應事先徵詢專業人士之意見。
6. Save as above, nothing in this Letter shall be deemed or construed to vary or amend any term or condition of the Agreement for Sale and Purchase in respect of the Property.
除上述條文之外, 本信件任何條款都不應視為或理解為變更或修改該物業的買賣合約之任何條款或細則。
7. The Chinese translation of this Letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考, 如與英文文本有異, 概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Dukes Place 皇第

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(中環地鐵站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

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

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

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

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

1. The original Preliminary Agreement for Sale and Purchase
正本臨時買賣合約
2. Hong Kong Identity Card(s) and **Original Address Proof** (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s)
買家香港身份證及**正本住址證明**(例如最近三個月之水電費單或銀行月結單)
3. **Cashier Order(s)** in favour of "MAYER BROWN" for part payment of purchase price (if applicable).
本票抬頭請寫「孖士打律師行」，以支付部份樓價(如適用)
4. Cheque in favour of "MAYER BROWN" for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Remark" below)
支票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
5. Purchaser's address proof (eg. latest bank statement, utility bill, etc.) and occupation proof (eg. name card, employment letter, etc.)
買家住址證明(例如:近期之銀行月結單、水電費單等)及工作證明(例如:名片、聘書等)

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

1. Memorandum and Articles of Association
公司章程
2. Certified copy of Form ND2A /Latest annual return
最近期之董事名冊鑒證本及公司周年申報表的驗證副本
3. Company Chop 公司印章
4. Minutes of the directors' meeting approving the purchase of the Property
批准購買有關單位之公司董事會議紀錄
5. Certified copy of Certificate of Incorporation of the Company
公司註冊證書的驗證副本
6. Certified copy of Business Registration Certificate
商業登記証的驗證副本

Important Notice 重要的提醒

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

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

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

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

備註：孖士打律師行的英文名稱已於 2018 年 9 月 1 日改為「**Mayer Brown**」，中文名稱不變。抬頭為「Mayer Brown JSM」的銀行本票或支票可能不獲銀行接納，敬請留意。

Remark: The English name of Mayer Brown JSM is changed to “**Mayer Brown**” with effect from 1 September 2018, while the Chinese name remains unchanged. Please note cashier order or cheque made payable to “Mayer Brown JSM” may not be accepted by banks.

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Fees and disbursements to be paid by Purchaser (including but not limited to the following :-) 買家支出雜項費用 (包括但不限於下列費用:-)
I.	Formal Agreement for Sale and Purchase 正式買賣合約	<p>(i) If the Mortgage is prepared by MAYER BROWN, legal cost will be paid by the developer (but exclusive of fees & disbursements specified in (B)) 如按揭契由孖士打律師行辦理，由發展商支付律師費(不包括(B)項支出費用)</p> <p>(ii) If the Mortgage is not prepared by MAYER BROWN, the Purchaser shall pay MAYER BROWN HK\$5,000 (but exclusive of fees & disbursements specified in (B)) 如按揭契非由孖士打律師行辦理，買家須支付孖士打律師行 HK\$5,000 (不包括(B)項支出費用)</p>	<p>1. Land search fees and miscellaneous charges : \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查冊費及其他雜費：首單位 \$450.00 之後每單位 \$100.00</p> <p>2. Registration fee : \$210.00 登記費：\$210.00</p> <p>3. Part of certified copy charges of title deeds : \$1,000 部份業權契據認證副本費用：\$1,000</p> <p>4. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家)：\$300.00 (每間公司)</p> <p>5. Stamp Duty (subject to confirmation by Government) : see Table 2 買賣合約印花稅(以政府之最後收費為準)：見附表 2 Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to “Mayer Brown” 買方必須在簽署正式買賣合約時用銀行本票支付印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」</p> <p>6. Plan fee for Agreement 買賣合約圖則費 Residential Unit : \$3,700 per duplex unit 住宅單位：\$3,700 每複式單位 Parking Space : \$750 per car parking space 車位：\$ 750 每車位</p> <p>7. Statutory Declaration to Stamp Office (if necessary) : \$600.00 each 擬備印花稅署之法定聲明(如需要)：每份 \$600.00</p> <p>Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途)</p>
II.	Assignment 樓契	<p>(i) If the Mortgage is prepared by MAYER BROWN, legal cost will be paid by the developer (but exclusive of fees & disbursements specified in (B)) 如按揭契由孖士打律師行辦理，由發展商支付律師費(不包括(B)項支出費用)</p> <p>(ii) If the Mortgage is not prepared by MAYER BROWN, the Purchaser shall pay MAYER BROWN HK\$20,000 (but exclusive of fees & disbursements specified in (B)) 如按揭契非由孖士打律師行辦理，買家須支付</p>	<p>1. Land search fees and miscellaneous charges : \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查冊費及其他雜費：首單位 \$450.00 之後每單位 \$100.00</p> <p>2. Registration fee : \$450.00 登記費：\$450.00</p> <p>3. Plan fee for Assignment 樓契圖則費 Residential Unit : \$3,700 per duplex unit 住宅單位：\$3,700 每複式單位 Parking Space : \$750 per car parking space 車位：\$750 每車位</p> <p>4. Certified copies charges for remaining title deeds and documents : to be informed 剩餘業權契據認證副本費用：待通知</p> <p>5. Costs for preparing Deed of Mutual Covenant and Management Agreement : to be informed 公共契約辦理費用：待通知</p>

		孖士打律師行 HK\$20,000 (不包括(B) 項支出費用)	6. Stamp Duty (subject to confirmation by Government) : \$100.00 轉讓契約印花稅 (以政府之最後收費為準) : \$100.00 7. Levy payable to Property Management Services Authority : \$350.00 向物業管理業監管局繳付的徵款 : \$350.00 8. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家) : \$300.00 (每間公司) 9. Board Resolution (applicable to corporate purchaser only) : \$500.00 (each) 公司會議記錄 (只適用於有限公司買家) : \$500.00 (每間公司) Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途)
III.	Legal Mortgage 按揭契	To be paid by purchaser 由買家支付 To be advised 請另行查詢 **	1. Land search fees and miscellaneous charges: \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查查冊費及其他雜費：首單位 \$450.00。之後每單位 \$100.00 2. Registration fee : \$450.00 (for each registration) 登記費 : \$450.00 (每份登記) 3. Filing fee at Companies Registry (applicable to corporate purchaser only) : \$340.00 (for each filing) 公司註冊處按揭登記費 (只適用於公司買家) : \$340.00 (每份登 記) 4. Bankruptcy/winding up search fees : \$103.00 (each) 個人破產/公司清盤查冊費 : \$103.00 (每人/每間公司) 5. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家) : \$300.00 (每間公司) 6. Board Resolution (applicable to corporate purchaser only) : \$1,500.00 (each) 公司會議記錄 (只適用於有限公司買家) : \$1,500.00 (每間公司) Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途)
** If the bank requires the purchaser to provide guarantor(s) or borrower(s) for obtaining a mortgage, the purchaser may, depending on the actual requirements of the bank, be required to execute additional documents and to pay the following costs : 若銀行要求買家提供擔保人或借款人以獲得按揭批核,買家可能按銀行要求簽署額外文件,並支付下列費用:			
1.	Rent Assignment 租金轉讓文件		HK\$8,000.00
2.	"3 party" Mortgage for preparing board resolution of each company 為三方按揭契據準備公司會議記錄 (每間公司)		HK\$1,500.00
3.	In case the mortgagor or borrower is a foreign company, for obtaining foreign lawyers' opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註:須支付海外律師之律師費、其他收費及支出費用等並不包括在內)		HK\$8,000.00 – HK\$12,000.00
4.	Personal Guarantee (each) (if prepared and/or witnessed by us) 擔保書(每份) (如貸款人要求本行代為擬備/見證簽署)		HK\$2,500.00
5.	Any security documents to be given by a surety, preparing relevant warning notice and confirmation letter (per person per document) 任何抵押文件由保證人或擔保人提供,擬備忠告及確認書 (每人每份文件)		HK\$2,500.00

Remark : (a) The Purchaser shall pay an advance payment of HK\$5,000 upon signing of the formal Agreement for Sale and Purchase for payment of legal costs and disbursements to be incurred. If the Mortgage is not prepared by MAYER BROWN, the said sum will be treated as payment of MAYER BROWN's costs for preparing the formal Agreement for Sale and Purchase.

買家在簽署正式買賣合約時須先向本行預繳 HK\$5,000 以作繳付日後律師費/雜費之用。如按揭契非由孖士打律師行辦理,該預繳費用將用作支付孖士打律師行已完成正式買賣合約的律師費。

(b) **Deferred payment of stamp duty will not be applicable to a chargeable agreement for sale of residential property.**

所有住宅物業之買賣協議，不可申請延期繳納印花稅。

(c) **Mayer Brown will only act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Mortgage/Legal Charge and the Guarantee.**

孖士打律師行將會只代表包括銀行之按揭承按人(唯並不代表買方，借款人或擔保人)處理按揭契及擔保書。

(ii) **Table 1 (附表 1) :- Other charges(其他收費)**

(1)	Nomination (加名契) – (preparation or approval)	HK\$2,500.00 each (excluding disbursements 不包括雜費)
(2)	Supplemental Agreement (補充合約)	HK\$2,500.00 each (excluding disbursements 不包括雜費)
(3)	Power of Attorney (授權書)	HK\$2,500.00 each (excluding disbursements 不包括雜費)
(4)	For foreign corporate purchasers:- (i) Obtaining foreign lawyers' opinion (ii) Obtaining up-to-date confirmation or opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：須支付海外律師之律師費、其他收費及支出費用等並不包括在內)	HK\$8,000 - 12,000 (excluding disbursements 不包括雜費) HK\$2,500.00 (excluding disbursements 不包括雜費)
(5)	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed (2-Party Mortgage / Legal Charge) for financing the purchase. Preparation of additional security documents e.g. 2 nd Mortgage, Rental Assignment, Share Mortgage, Subordination Agreement, Loan Agreement will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括第二按揭契、租金轉讓文件、股票按揭/押記、從屬協議、貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Table 2 (附表 2) :- Stamp Duty (印花稅)

Special Stamp Duty 「額外印花稅」

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

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

Buyer's Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

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

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

On 4 November 2016, the Government announced that the Stamp Duty Ordinance would be amended to further increase the AVD rates for residential property transactions to a flat rate of 15%. Any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise therein (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong), will be subject to the proposed new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).

政府於 2016 年 11 月 4 日宣佈將修訂《印花稅條例》以進一步調高住宅物業交易的「從價印花稅」稅率至劃一 15%。任何在 2016 年 11

月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外(例如買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

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

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

Calculation of Buyer's Stamp Duty

買家印花稅計算方法如下

15% of the consideration

樓價的 15%

Calculation of Ad Valorem Stamp Duty (at Scale 2 rates) (applicable to residential property only)

從價印花稅(按第二標準稅率)計算方法如下(只適用於住宅物業)

Consideration 樓價		Ad Valorem Stamp Duty Payable 從價印花稅	
Exceeds 超過	Does not exceed 不超過	HK\$ 港元	
(a)	HK\$2,000,000.00	\$100	
(b)	HK\$2,000,000.00	HK\$2,351,760.00	\$100.00 + 10% of excess over \$2,000,000.00
(c)	HK\$2,351,760.00	HK\$3,000,000.00	1.5%
(d)	HK\$3,000,000.00	HK\$3,290,320.00	\$45,000.00 + 10% of excess over \$3,000,000.00
(e)	HK\$3,290,320.00	HK\$4,000,000.00	2.25%
(f)	HK\$4,000,000.00	HK\$4,428,570.00	\$90,000.00 + 10% of excess over \$4,000,000.00
(g)	HK\$4,428,570.00	HK\$6,000,000.00	3%
(h)	HK\$6,000,000.00	HK\$6,720,000.00	\$180,000.00 + 10% of excess over \$6,000,000.00
(i)	HK\$6,720,000.00	HK\$20,000,000.00	3.75%
(j)	HK\$20,000,000.00	HK\$21,739,120.00	\$750,000.00 + 10% of excess over \$20,000,000.00
(k)	HK\$21,739,120.00		4.25%

Calculation of Ad Valorem Stamp Duty (at Part 1 of Scale 1 rates) (applicable to residential property only)

從價印花稅(按第一標準第一部稅率)計算方法如下(只適用於住宅物業)

15% of the consideration

樓價的 15%

Dukes Place (the “Development”)

皇第 (『發展項目』)

List of gift, or financial advantage or benefit

贈品、財務優惠或利益的列表

第 I 部份

Part I

1. The below gifts, financial advantage or benefits will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.

賣方將就購買該物業向買方提供以下贈品、財務優惠或利益。

2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.

除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。

3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Agreement is terminated or cancelled for whatever reason.

如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。

4. (If applicable) 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.

(如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。

5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

6. (If applicable) The Vendor's designated financing company (as defined below) has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

(如適用)賣方的指定財務機構(定義見下方)沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

7. (If applicable) The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing

company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved. (如適用)由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲批核。

第 II 部份

Part II

Stamp Duty Transitional Loan

印花稅過渡性貸款

The Purchaser can apply to the Vendor or the Vendor's designated financing company (collectively, "designated financing company") for a Stamp Duty Transitional Loan ("Stamp Duty Transitional Loan"). Key terms are as follows:

買方可向賣方或賣方的指定財務機構(統稱「指定財務機構」)申請印花稅過渡性貸款(「印花稅過渡性貸款」)，主要條款如下:

1. The Purchaser shall make the application for the Stamp Duty Transitional Loan to the designated financing company within 5 working days after the date of the Letter of Acceptance.

買方須於接納書的日期後 5 個工作日內向指定財務機構申請印花稅過渡性貸款。

2. The Purchaser shall provide financial information and documents upon request from the designated financing company.

買方須提供指定財務機構所要求的財務資料及文件。

3. The maturity date of the Stamp Duty Transitional Loan is the date of settlement of the balance of the purchase price of the Property in accordance with the Agreement.

印花稅過渡性貸款的到期日為按買賣合約付清該物業的樓價餘額的日期。

4. The maximum amount of the Stamp Duty Transitional Loan shall be 15% of the purchase price of the Property. Interest rate shall be 10% p.a.. If the Purchaser shall duly repay the Stamp Duty Transitional Loan on or before the maturity date, interest on the Stamp Duty Transitional Loan will be waived.

印花稅過渡性貸款之最高金額為該物業的樓價全數的15%。利率為10% p.a.。如買方在到期日或之前準時還清印花稅過渡性貸款，將獲豁免貸款利息。

5. All legal documents of the Stamp Duty Transitional Loan shall be prepared by the designated financing company's solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application. If the Purchaser shall instruct his/her/its own solicitors to act for him/her/it for the Stamp Duty Transitional Loan, the Purchaser shall bear his/her/its own solicitors' relevant costs and disbursements.

所有印花稅過渡性貸款的法律文件須由指定財務機構之代表律師準備。買方無須支付任何申請貸款的手續費或法律費用。如買方就印花稅過渡性貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。

6. The Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement (including the fixed fee for stamping a counterpart of the Agreement) and (if applicable) the amount of buyer's stamp duty, less the Stamp Duty Transitional Loan amount.

買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在印花稅條例訂明的時限內讓印花稅署署長為買賣合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)的從價印花稅及(如適用)買家印花稅的總額，減印花稅過渡性貸款的金額。

7. The Purchaser shall send copies of proof of payment of all stamp duty chargeable on the Agreement to the Vendor's solicitors not less than 30 days before the actual date of completion of the purchase of the Property.

買方須於該物業成交日期前不少於 30 天內，向賣方代表律師發出證明已繳付買賣合約下須支付所有的印花稅的文件。

8. This benefit 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 residential property in Dukes Place which the Purchaser has purchased or may purchase). In any event, the Purchaser shall only be entitled to receive the Stamp Duty Transitional Loan once for each residential property.

本利益屬於買方個人所有，並且僅向作為該物業的買方提供 (為免疑問，不包括買方已購買或可能購買皇第的任何其他住宅物業)。在任何情況下，買方只可就每個住宅物業有權收取印花稅過渡性貸款一次。

9. The Purchaser may have to notify his/her bank of the Stamp Duty Transitional Loan in the mortgage application process. The bank may take into account the aforementioned benefits in determining the loan amount. For details, please make enquiry with the banks.

買方在按揭申請中可能需要通知其銀行有關印花稅過渡性貸款的安排。銀行決定提供貸款額時可能會考慮上述之優惠。請向銀行查詢有關詳情。

10. The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the loan is approved or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement.

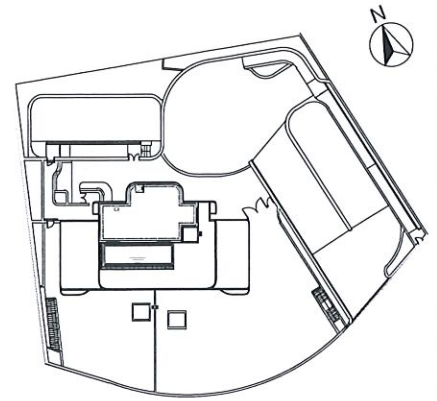
買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否及其條款，指定財務機構有最終決定權。不論貸款獲批與否，買方仍須按買賣合約完成該物業的交易及繳付該物業的樓價全數。

11. This loan is subject to other terms and conditions.

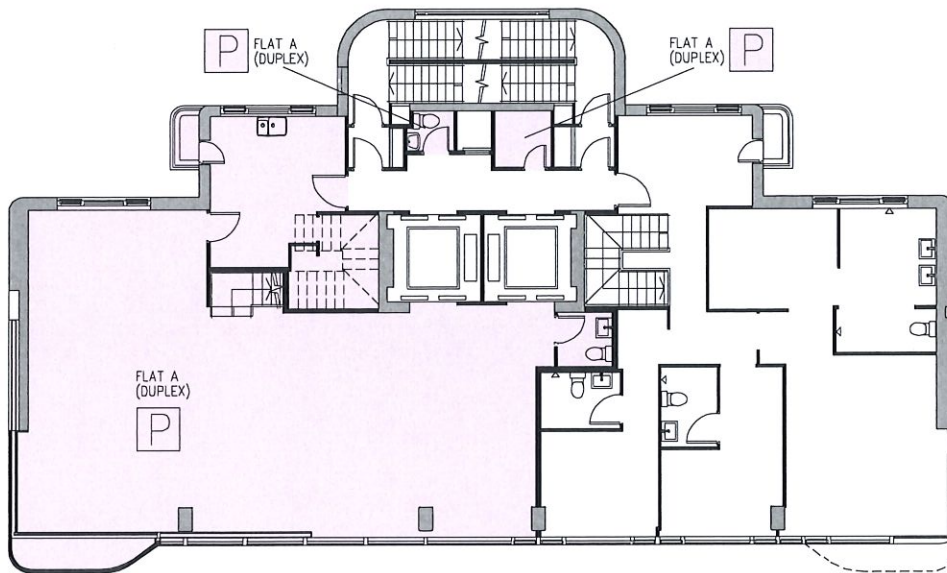
此貸款受其他條款及細則約束。

12. No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Stamp Duty Transitional Loan.

賣方無給予或視之為已給予任何就印花稅過渡性貸款之批核的陳述或保證。



SITE PLAN
0 米/M 25 50 米/M



8/F & 9/F FLAT A (DUPLEX)

	FLOOR																							
	B/F	G/F	1	2	3	5	6	7	8	9	10	11	12	15	16	17	18	19	20	21	22	23	R/F	
FLAT A (DUPLEX)									P															

NOTES:

1. THIS PLAN IS SUBJECT TO ANY AMENDMENTS WHICH MAY BE APPROVED BY THE BUILDINGS DEPARTMENT AND/OR THE LANDS DEPARTMENT
2. FOR IDENTIFICATION PURPOSES ONLY

LEGEND:

P - PINK

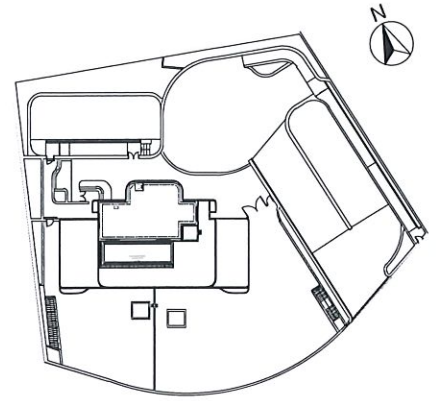
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

0 米/M 5 10 米/M

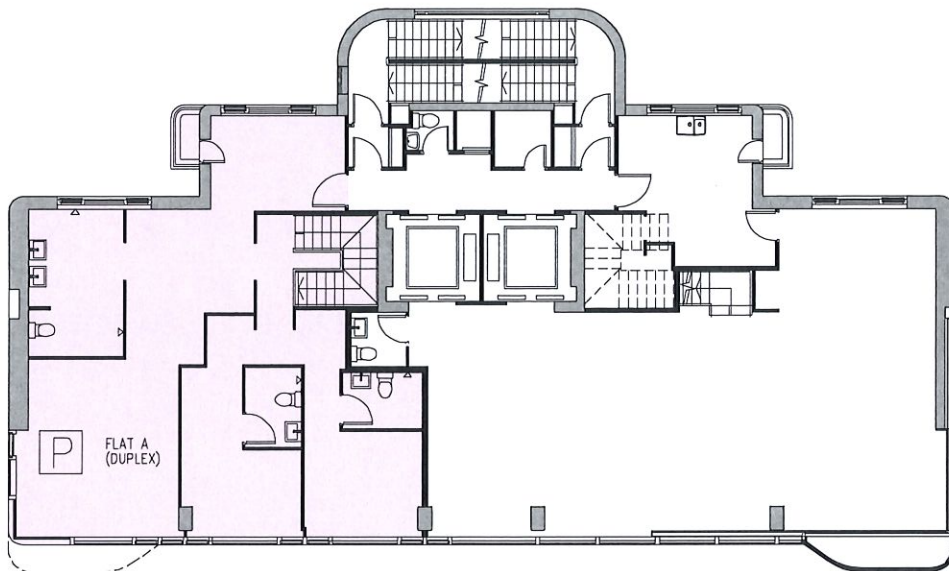


CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

**47 PERKINS ROAD, HONG KONG
INLAND LOT NO.7740**



SITE PLAN
0 米/M 25 50 米/M



8/F & 9/F FLAT A (DUPLEX)

	FLOOR																							
	B/F	G/F	1	2	3	5	6	7	8	9	10	11	12	15	16	17	18	19	20	21	22	23	R/F	
FLAT A (DUPLEX)										P														

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0 米/M 5 10 米/M



CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

**47 PERKINS ROAD, HONG KONG
INLAND LOT NO.7740**

I.L. No. 7740
DUKES PLACE

47 PERKINS ROAD, JARDINES LOOKOUT,
HONG KONG

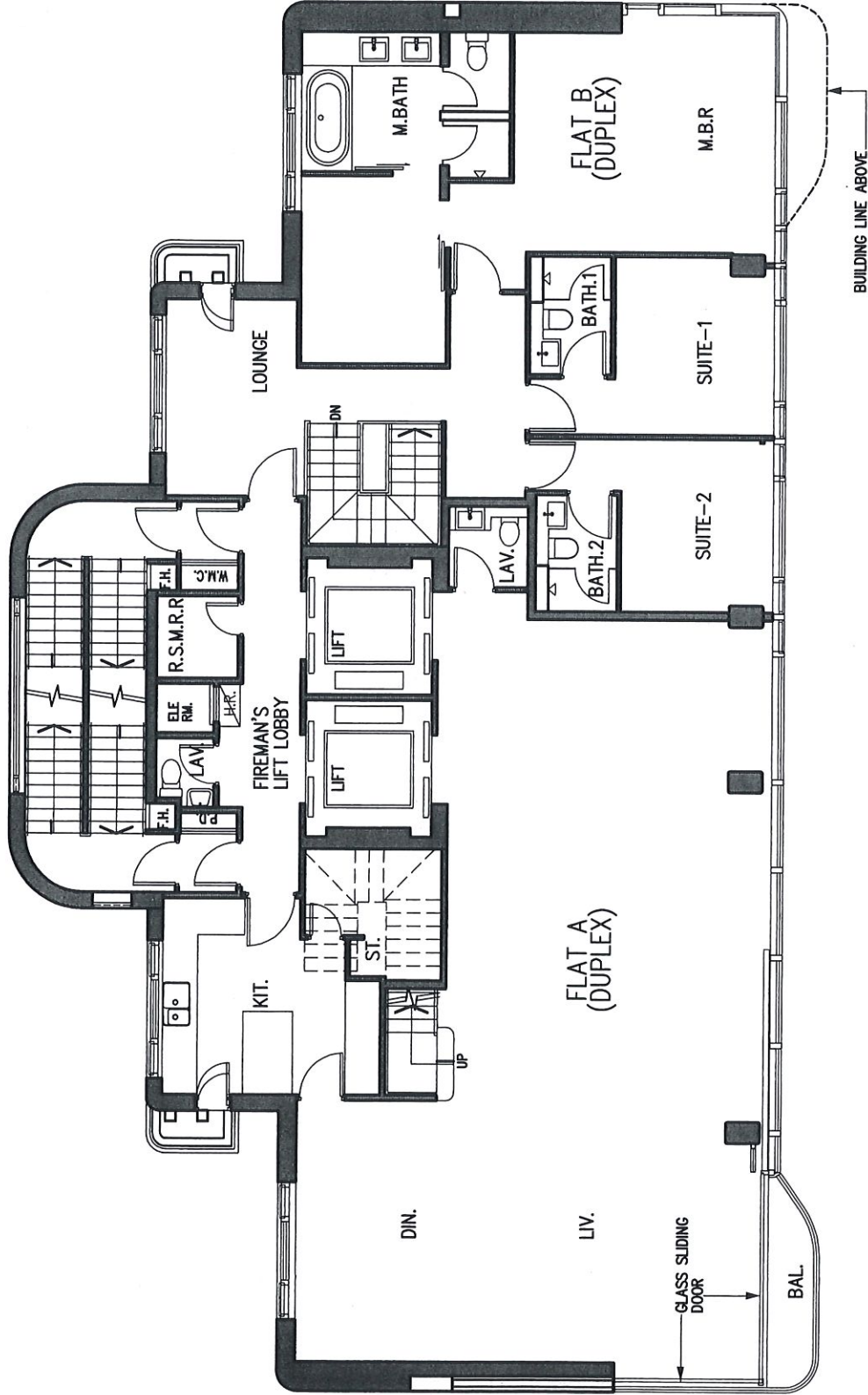
8/F Floor Plan showing As-is Layout
8樓現狀間隔平面圖

Alteration Work

1. Kitchen cabinet is added.
2. Bathtub, vanity counter, shower cubicle with glass door, water closet cubicle with glass door and sliding door in Master Bathroom are added.
3. Master Bedroom door and sliding door are added.
4. Layout of Suite is changed and Suite door is added.
5. Layout of Bathroom is changed.
6. Vanity counter and shower cubicle with glass door in Bathroom are added.
7. Store Room door (For A/C Outdoor Unit) is added.
8. Design of staircase is modified.
9. Glass balustrade adjacent to Balcony is added.
10. Store Room door is added.
11. Vanity counter in Lavatory is added.
12. Kitchen door swing direction is changed.
13. Parapet at corridor is added.

經改動工程

1. 新增廚櫃。
2. 新增主人浴室浴缸、洗手盆櫃、淋浴間配玻璃門、坐廁間配玻璃門及趟門。
3. 新增主人睡房門及趟門。
4. 改動套房間隔及新增套房門。
5. 改動浴室間隔。
6. 新增浴室洗手盆櫃及淋浴間配玻璃門。
7. 新增儲物室門(放置空調戶外機)。
8. 修改樓梯設計。
9. 新增露台旁玻璃欄杆。
10. 新增儲物室門。
11. 新增洗手間洗手盆櫃。
12. 改變廚房門門擺的方向。
13. 新增走廊矮牆。



8th FLOOR PLAN

Showing As-is Layout 8樓現狀間隔平面圖

(PLAN FOR IDENTIFICATION PURPOSE ONLY)

SCALE = 1:125

Wai Hing Wah

WAI HING WAH

AUTHORIZED PERSON, REGISTERED ARCHITECT

I.L. No. 7740

DUKES PLACE

47 PERKINS ROAD, JARDINE'S LOOKOUT,
HONG KONG



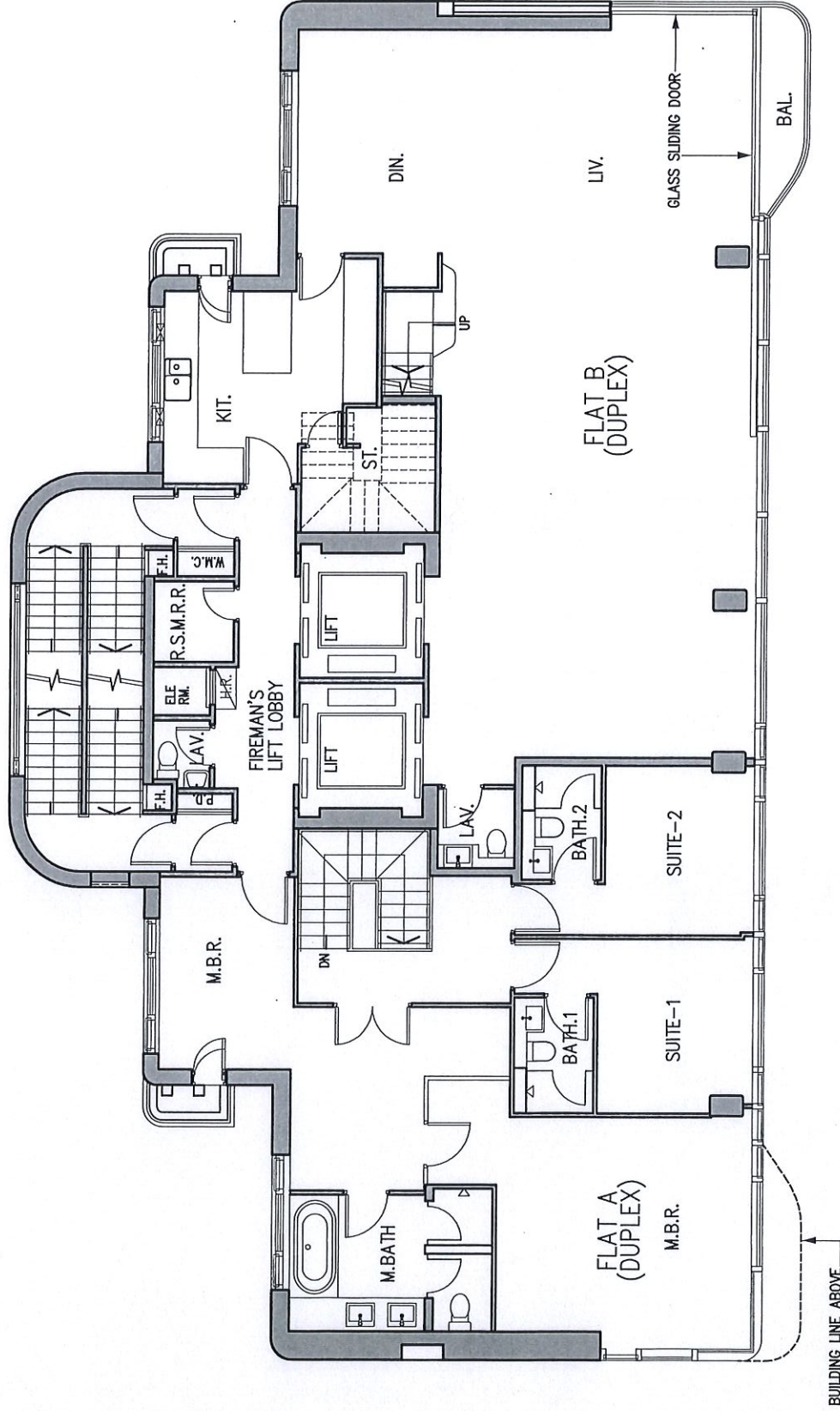
9/F Floor Plan showing As-is Layout
9樓現狀間隔平面圖

Alteration Work

1. Kitchen cabinet is added.
2. Bathing, vanity counter, shower cubicle with glass door, water closet cubicle with glass door and door in Master Bathroom are added.
3. Layout of Master Bedroom is changed and Master Bedroom door is added.
4. Layout of Suite is changed and Suite door is added.
5. Layout of Bathroom is changed.
6. Vanity counter and shower cubicle with glass door in Bathroom are added.
7. Store Room door (For A/C Outdoor Unit) is added.
8. Design of staircase is modified.
9. Store Room door is added.
10. Vanity counter in Lavatory is added.
11. Parapet at corridor is added.

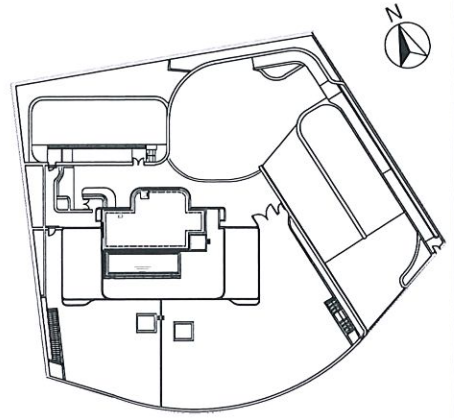
經改動工程

1. 新增廚櫃。
2. 新增主人浴室浴缸、洗手盆櫃、淋浴間配玻璃門、坐廁間配玻璃門及門。
3. 改動主人睡房間隔及新增主人睡房門。
4. 改動套房間隔及新增套房門。
5. 改動浴室間隔。
6. 新增浴室洗手盆櫃及淋浴間配玻璃門。
7. 新增儲物室門(放置空調戶外機)。
8. 修改樓梯設計。
9. 新增儲物室門。
10. 新增洗手間洗手盆櫃。
11. 新增走廊矮牆。



9th FLOOR PLAN
 Showing As-is Layout 9樓現狀間隔平面圖
 (PLAN FOR IDENTIFICATION PURPOSE ONLY)
 SCALE = 1:125

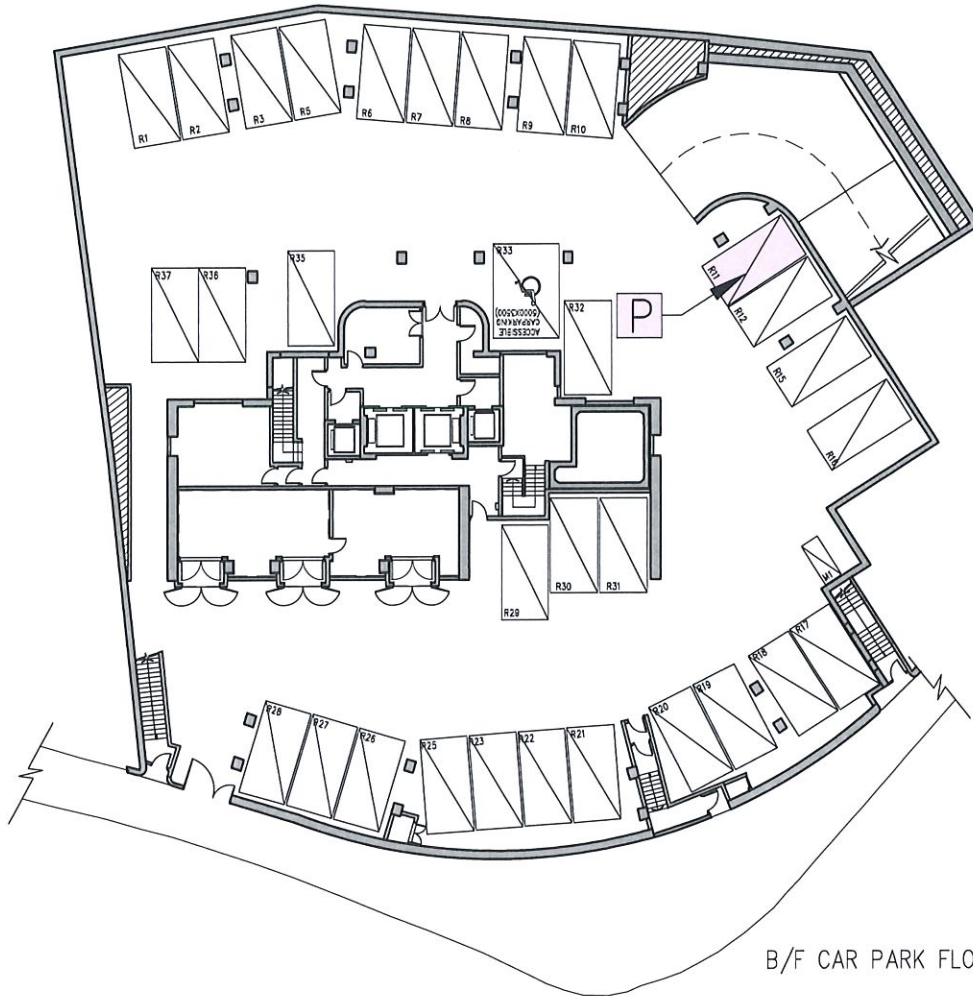
Wai Hing Wah
WAI HING WAH
 AUTHORIZED PERSON, REGISTERED ARCHITECT



SITE PLAN
0 米/M

25

50 米/M



B/F CAR PARK FLOOR PLAN

B/F CARPARK																
R1	R2	R3	R5	R6	R7	R8	R9	R10	R11	R12	R15	R16	R17	R18	R19	R20
									P							
R21	R22	R23	R25	R26	R27	R28	R29	R30	R31	R32	R33	R35	R36	R37	M1	

NOTES:

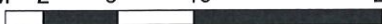
1. THIS PLAN IS SUBJECT TO ANY AMENDMENTS WHICH MAY BE APPROVED BY THE BUILDINGS DEPARTMENT AND/OR THE LANDS DEPARTMENT
2. FOR IDENTIFICATION PURPOSES ONLY

LEGEND:

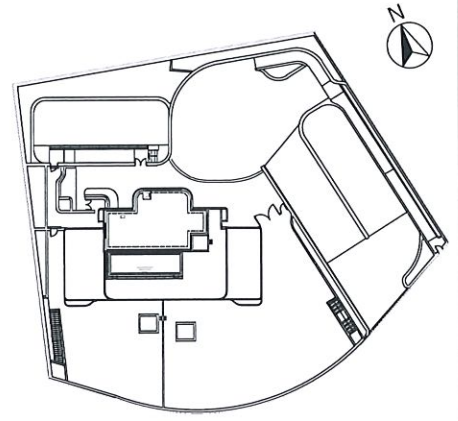
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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

0 米/M 2 6 10 20 米/M



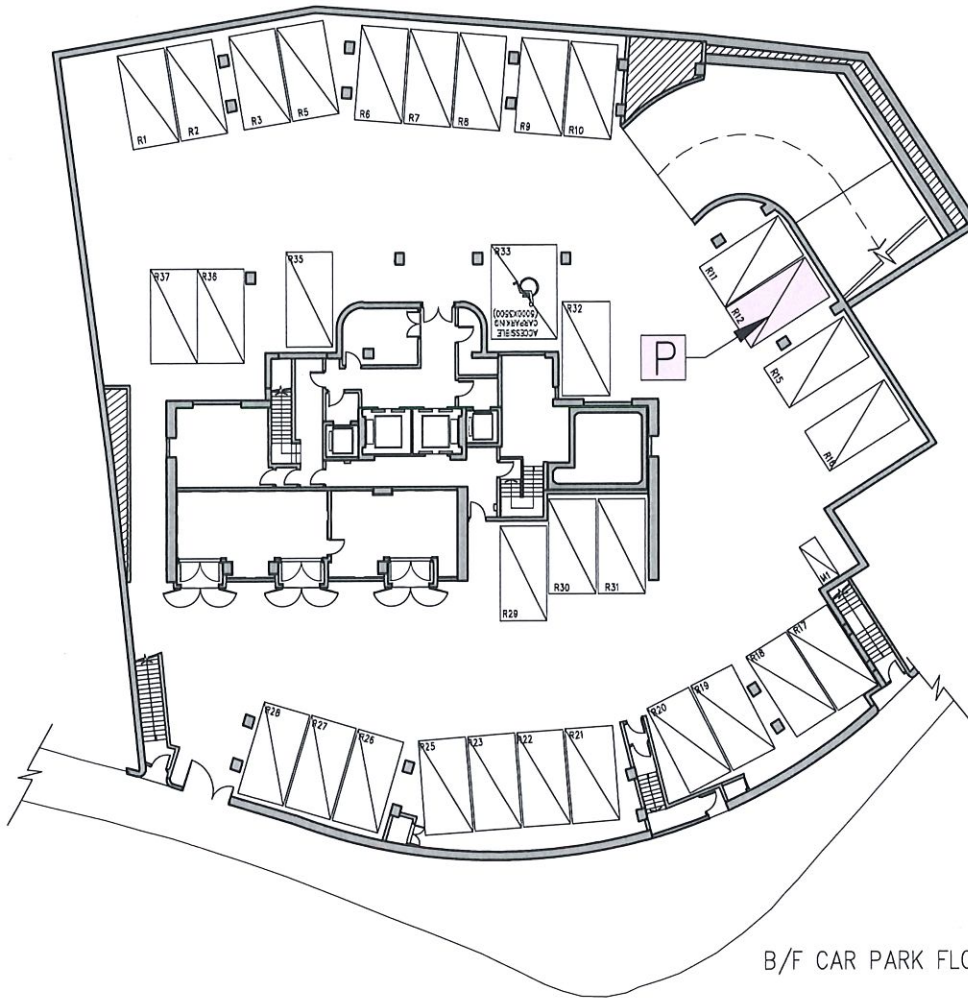
CHEUNG Man-Ching, Anthony
Authorized Person (Architect)



SITE PLAN
0 米/M

25

50 米/M



B/F CAR PARK FLOOR PLAN

B/F CARPARK																
R1	R2	R3	R5	R6	R7	R8	R9	R10	R11	R12	R15	R16	R17	R18	R19	R20
										P						
R21	R22	R23	R25	R26	R27	R28	R29	R30	R31	R32	R33	R35	R36	R37	M1	

NOTES:

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2. FOR IDENTIFICATION PURPOSES ONLY

LEGEND:

P - PINK

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

0 米/M 2 6 10 20 米/M



CHEUNG Man Ching, Anthony
Authorized Person (Architect)

47 PERKINS ROAD, HONG KONG
INLAND LOT NO.7740

Dated

20

AGREEMENT
FOR SALE AND PURCHASE

MAYER | BROWN
好士打

KCYS/PHCH/17537882

- (h) "Property" means the properties described in Part A of Schedule 3 and in the context of clause 26(3)(b) and Part B of Schedule 3, excludes the parking space constituting separate unit described in Part A of Schedule 3;
 - (i) "Temporary Occupation Permit" means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance for the Development or any part thereof comprising the Property to be occupied; and
 - (j) "Vendor's Solicitors" means Messrs. Mayer Brown.
- (2) In this Agreement –
- (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - (b) the floor area of an item under paragraph (a) of Part B of Schedule 3 is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under paragraph (b) of Part B of Schedule 3 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
- (3) In this Agreement, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter.

Sale and purchase

2. The Vendor shall sell and the Purchaser shall purchase the Property TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development SAVE AND EXCEPT :-

- (a) the Property; and
- (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase price	<p>3. (1) The purchase price is the sum set out in Schedule 4, payable by the Purchaser to the Vendor's Solicitors as stakeholders in the manner set out in Schedule 4.</p> <p>(2) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion.</p> <p>(3) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.</p> <p>(4) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it:-</p> <ul style="list-style-type: none"> (a) is in writing addressed to the Purchaser; and (b) is delivered to the Purchaser or his solicitors, at least seven clear days prior to completion; and (c) specifically identifies this Agreement. <p>(5) In respect of each payment of the purchase price or any part of the purchase price required to be made under this Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.</p> <p>(6) Without prejudice to any other remedy under this Agreement, the Vendor is entitled to demand and receive payment of interest on the amount of any part of the purchase price not paid on its due date at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date on which the same ought to have been paid by the Purchaser to the date of actual payment.</p>
Duty of Solicitors	<p>4. The Vendor's Solicitors unless the Purchaser exercise the right under clause 12(1)(c) hereof to instruct his own solicitors, shall be the solicitors acting also for the Purchaser and, as evidenced by their preparation of this Agreement and attending the execution thereof by the Purchaser, shall owe to the Purchaser the same duty of care of solicitors as if they had been independently instructed by the Purchaser to act for him in relation to the purchase.</p>
Completion	<p>5. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before _____.</p>
Possession	<p>6. On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant.</p>
Rents, profits, outgoings, etc.	<p>7. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from</p>

but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.

Risk

8. (a) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.

(b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.

(c) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.

(d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.

Requisition on title

9. (1) Subject to clause 13(2) and 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.

(2) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.

Government Grant, easements mis-description

10. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created by or absolutely (as the case may be) and with any right of renewal granted by the Government Grant and subject to all easements (if any) subsisting in the Government Grant.

(2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect of such error, mis-statement or mis-description save as otherwise provided in this Agreement and except where such error, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property.

Sold on "as-is" basis

11. The Property is and will be sold on "as-is" basis. The Purchaser agrees and acknowledges that he has been invited to inspect or has duly inspected the Property, and confirms with full knowledge of the physical condition of the Property and the fittings, finishes, furniture and appliances (if any) therein and takes them as they stand.

Rights of Purchaser

12. (1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-

- (a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
- (b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;
- (c) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).

(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

Cancellation of Agreement

(3) In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of a deposit equivalent to 10% of the purchase price and part payment equivalent to _____ of the purchase price of the Property as consideration for his agreeing to cancel this Agreement

and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement.

Good title

13. (1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.

(2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

Documents of title

14. (1) Such of the documents of title as relate exclusively to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by the Vendor who shall, if so required on the completion of the sale and purchase, give to the Purchaser a covenant for the safe custody of the documents and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.

(2) The provision of clause 14(1) shall survive completion of the sale and purchase by the Assignment.

Costs and disbursements of Agreement

15. (1) Subject to the provisions of clause 12(1)(c), all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and paid by the Purchaser, and in the event that the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him:-

- (a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval,
- (b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement, and
- (c) if the consideration mentioned in the subsequent assignment shall be higher than the purchase price mentioned herein then all extra costs charged by the Vendor's Solicitors by reference to half of the scale charge applicable to the assignment(s) under Part 1 of the First Schedule to the Solicitors (General) Costs Rules based on the consideration of whichever is the higher of the purchase price of the Property under this Agreement and the consideration expressed in the assignment(s) shall be borne by the Purchaser and paid on completion.

Stamp duty, etc.

(2) All registration fees payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

(3) The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

(4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

(5) The buyer's stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

(6) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by the Purchaser.

(7) (a) All stamp duty (which includes any ad valorem stamp duty, buyer's stamp duty, special stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance), and registration fees payable on this Agreement, any subsequent nomination and other chargeable agreement for sale (if any) and the subsequent Assignment shall be borne and paid by the Purchaser, who shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped.

(b) The Purchaser undertakes to deliver and shall procure that the Purchaser's solicitors delivers to the Vendor's solicitors within 1 month from the date of this Agreement a certified copy of this Agreement duly stamped or a certified copy of stamp certificate proving the due payment of all the stamp duty payable on this Agreement and (if applicable) documentary evidence proving grant of exemption of buyer's stamp duty and/or ad valorem stamp duty in respect of this Agreement.

(c) Should the Vendor be required to pay any stamp duty or penalty with respect to any of the instruments mentioned in clause 15(7)(a), the Purchaser shall reimburse the Vendor for the full amount of any payment made by the Vendor together with interest thereon at the rate of 2% over and above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.

(8) If the Purchaser sub-sells the Property, transfers the benefit of this Agreement or otherwise disposes of any interest in the Property prior to the completion of the sale and purchase under this Agreement, all stamp duty including buyer's stamp duty, special stamp duty and additional stamp duty arising from such sub-sale, transfer or disposition shall be borne and paid by the Purchaser.

(9) Upon the Vendor's request, the Purchaser shall provide evidence of payment of all stamp duty payable under sub-clause (8) to the satisfaction of the Vendor before the execution of the Assignment(s) of the Property by the Vendor. If the Purchaser shall fail to do so, the Purchaser shall pay as security to the Purchaser's solicitors (as stakeholders) a sum equivalent to the amount of the stamp duty payable, such sum (i) to be repaid to the Purchaser only after the Purchaser provides evidence satisfactory to the Vendor that all such stamp duty has been fully and punctually paid, or (ii) to be applied by the Purchaser's solicitors towards the payment of the stamp duty so payable.

(10) The Purchaser shall indemnify the Vendor and keep the Vendor fully indemnified against all losses, damages, claims, proceedings, costs and expenses (including without limitation legal costs and expenses) and penalties which the Vendor may suffer or incur through, arising from or in connection with any breach of the Purchaser of this clause.

(11) For the purpose of this clause, "**Stamp Duty Ordinance**" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.

(12) The provisions of this clause shall survive completion of the sale and purchase of the Property.

Time of the
Essence

16. Time is in every respect of the essence of this Agreement.

Default of
Purchaser

17. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with Schedule 4 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event:-

(a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit and _____ of the purchase price by way of part payment shall be forfeited to the Vendor; and

(b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

(2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a

resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.

(3) On the Vendor exercising its right of rescission to rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register in the Land Registry an instrument signed by the Vendor alone to rescind and/or annul the sale and purchase of the Property (which shall be sufficient to rescind and/or annul the sale and purchase of the Property) and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to terminate and/or rescind and/or annul this Agreement and so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person this Agreement shall be deemed to have been duly terminated and/or rescinded and/or annulled and the remedy (if any) of the Purchaser against the Vendor shall be in damages only. If the Purchaser shall have entered into possession of the Property, he shall forthwith deliver up possession of the Property to the Vendor.

(4) Nothing in this Agreement shall be construed as to prevent the Vendor from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the Vendor may have sustained by reason of the breach of this Agreement by the Purchaser.

Default of Vendor

18. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Deed of Mutual Covenant

19. On completion of the sale and purchase, the Purchaser shall EITHER enter into a Deed of Mutual Covenant and if required by the Vendor a Management Agreement with the Vendor OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) entered into by the Vendor with another purchaser or purchasers in respect of the land and the Development. The provisions of the Deed of Mutual Covenant shall not conflict with the Guidelines set out in Law Society Circular 12-886 as amended from time to time unless otherwise permitted by the Law Society of Hong Kong or have been approved by the Director of Lands.

Cost of DMC

20. The Purchaser shall pay to the Vendor's Solicitors a due proportion of the costs of and incidental to the preparation stamping registration and completion of

the above mentioned Deed of Mutual Covenant and Management Agreement (if any) or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules.

Vacant Possession and Utility deposits

21. (1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.

(2) Before the Purchaser is entitled to possession of the Property the Purchaser shall:-

- (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and
- (b) pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.

Provided That if any of the deposits and advance payments mentioned in this sub-clause (2) and the other relevant special fund and fees has already been paid by the Vendor to the manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Development) upon completion of the sale and purchase of the Property, whether or not such deposits, advance payments, special fund or fees are transferable or refundable under the Deed of Mutual Covenant.

Registration

22. This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.

No further mortgage by Vendor

23. The Vendor shall not after the execution of this Agreement enter into any further mortgage or charge of the Property or any other part of the land or the Development.

Release of purchase price

24. If and so long as there is a mortgage of or charge on the Property, any part of the purchase price shall be paid to the Vendor's Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor's Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.

Notices

25. Any notice required to be given under this Agreement -

- (a) is deemed to have been validly given to a party if –
 - (i) the notice is addressed to the party; and
 - (ii) the notice is sent by ordinary prepaid post to –
 - (A) the party's address stated in this Agreement; or

- (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
- (b) is deemed to have been served on the second business day after the date of posting.

Warranties

26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –
the fittings, finishes and appliances as set out in Schedule 6.
- (2) The communal and recreational facilities are as follows –
the communal and recreational facilities as set out in Schedule 7.
- (3) The Vendor warrants -
- (a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;
 - (b) that the Property will be as shown on the plan attached to this Agreement and the measurements of the Property will be those set out in Part B of Schedule 3; and
 - (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).
- (4) The Vendor also warrants that the parking spaces constituting separate units described in Part A of Schedule 3 will be as shown on the plan attached to this Agreement and the area of each such parking spaces to be measured from the centre of its demarcating lines or (if applicable) the interior face of the enclosing walls is as follows –
- 12.5 square metres / 134.55 square feet.
- (5) In addition to clauses 26(3)(a), (b) and (c) mentioned in clause 30 hereof, all other provisions of this clause 26 will survive completion of the sale and purchase by the Assignment.

Remedy of Defects

27. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 5, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Schedule 6, caused otherwise than by the act or neglect of the Purchaser. The provisions of this clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

Maintenance Obligations

28. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.

Winding up of vendor

29. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and

guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.

30. Clauses 26(3)(a), (b) and (c), 27, 28 and 29 will survive completion of the sale and purchase by the Assignment.

Non-business day etc.

31. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m..

Covenants to be included in assignment

32. There shall be incorporated in the subsequent Assignment (inter alia) the covenants in substantially the following terms :-

- "(1) The Purchaser hereby expressly covenants with the Vendor to the intent that the burden of the following covenants shall be annexed to the Property and be binding on the Purchaser his executors administrators successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall :-
- (i) pay all stamp duty or additional stamp duty or further stamp duty or penalty due and payable on or relating to this sale and purchase as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region (the "**Stamp Duty**");
 - (ii) indemnify and keep the Vendor indemnified against any loss or damage suffered by the Vendor resulting from the delay or default in payment of the Stamp Duty; and
 - (iii) pay or repay to the Vendor or reimburse the Vendor with the amount of the Stamp Duty paid or advanced by the Vendor on behalf of the Purchaser in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 2% per annum over and above the prime lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts

(iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained."

- Marginal Notes 33. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.
- Stamp Duty Ordinance 34. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Schedule 5 hereto.
- Contracts (Rights of Third Parties) Ordinance 35. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Agreement shall be excluded from the application of the CRTPO.
- (b) Sub-clause (a) shall only apply and a term of this 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).
- (c) If any term of this 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:-
- (i) this 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 Agreement; and
- (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.

SCHEDULE 1

Parties

(a) Vendor: IMPERIAL TIME LIMITED (瀚晉有限公司) (Business Registration No.59768774) whose registered office is situate at 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.

(b) Purchaser:

Name(s) :

Identification Document No. : *(please specify the type of document)*

*Business Registration No. :

*Address / Registered office :

As *sole owner / joint tenants / tenants in common * in equal shares / in the following shares, namely :

For the purpose of this Agreement, the "Purchaser" shall include his executors and administrators.

(* *Delete if not applicable*)

SCHEDULE 2

A Government Lease in respect of Inland Lot No.7740 is deemed to have been issued under and by virtue of Section 14 of the Conveyancing and Property Ordinance (Cap.219) upon compliance with the conditions precedent contained in certain Agreement and Conditions of Sale deposited and registered in the Land Registry as Conditions of Sale No.6989, particulars of which are as follows :-

- (a) Date : the 12th day of December 1961.
- (b) Parties : the Governor of Hong Kong of the one part and Kin Fat Investment Company Limited of the other part.
- (c) Term : 75 years commencing from the 12th day of December 1961 with a right of renewal for a further term of 75 years.
- (d) Lot Number : Inland Lot No.7740.
- (e) Varied and modified by : a Modification Letter registered in the Land Registry by Memorial No.UB2110747.

SCHEDULE 3

Part A

Property

- (a) ALL THOSE 2,846 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Flat A (Duplex) on the 8th and 9th Floors (together with balcony(ies) and store(s) appertaining thereto, and lavatory and refuse storage and material recovery room on the 8th Floor) of the Development (as shown and designated "Flat A (Duplex)" on the Plan(s) hereto attached and thereon coloured Pink);
- (b) ALL THOSE 50 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Car Parking Space No.R11 on the Basement of the Development as shown on the Plan(s) hereto attached and thereon coloured Pink; and
- (c) ALL THOSE 50 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Car Parking Space No.R12 on the Basement of the Development as shown on the Plan(s) hereto attached and thereon coloured Pink; and

Part B
Measurements

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 264.436 square metres / 2,846 square feet of which-
3.915 square metres / 42 square feet is the floor area of the balcony;

_____ n/a _____ square metres / _____ n/a _____ square feet is the floor area of the utility platform; and

- (b) other measurements are –

the area of the cockloft is _____ n/a _____ square metres / _____ n/a _____ square feet;

the area of the flat roof is _____ n/a _____ square metres / _____ n/a _____ square feet;

the area of the garden is _____ n/a _____ square metres / _____ n/a _____ square feet; and

the area of the roof is _____ n/a _____ square metres / _____ n/a _____ square feet.

SCHEDULE 4

The purchase price is HK\$_____ payable by the Purchaser to the Vendor's Solicitors as follows -

- (i) the amount of HK\$_____, being 10% of the purchase price has been paid as deposit on signing this Agreement;
- (ii) the amount of HK\$_____, being _____ of the purchase price being part payment of the purchase price shall be paid within _____ days after the date of this Agreement;
- (iii) the amount of HK\$_____, being _____ of the purchase price being part payment of the purchase price shall be paid within _____ days after the date of this Agreement; and
- (iv) the amount of HK\$_____, being _____ of the purchase price being part payment of the purchase price shall be paid within _____ days after the date of this Agreement; and
- (v) the amount of HK\$_____, being _____ of the purchase price being the balance of the purchase price shall be paid within _____ days from the date of this Agreement.

All payments shall be made during office hours on a business day.

SCHEDULE 5

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance (Cap. 117):

- (a) (1) Name of the Vendor – See Schedule 1
Address/Registered Office of the Vendor – See Schedule 1
- (2) Name of the Purchaser - See Schedule 1
Address/Registered Office of the Purchaser – See Schedule 1
- (b) (1) Identification Number of the Vendor – Not Applicable
- (2) Identification Number of the Purchaser – See Schedule 1
- (c) (1) Business Registration Number of the Vendor – See Schedule 1
- (2) Business Registration Number of the Purchaser – See Schedule 1
- (d) Description and location of the Property – See Schedule 3
- (e) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117)
- (f) Date of this Agreement – See page 1
- (g) This Agreement was not preceded by any agreement on the same terms made between the Vendor and the Purchaser.
- (h) The agreed date for the Conveyance on Sale or Assignment of the Property is set out in clause 5 hereof.
- (i) There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is set out in Schedule 4.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any Conveyance on Sale or Assignment of the Property pursuant to this Agreement (excluding legal expenses and estate agent's commission).

SCHEDULE 6

Fittings, Finishes and Appliances

1. Exterior Finishes

(a) External wall	External wall is finished with curtain wall, natural stone, natural stone cladding, metal cladding and metal grille.
(b) Window	Window frames are finished with aluminum with powder coating and fitted with insulated, glazed, tempered and heat strengthened clear glass.
(c) Bay window	Not Applicable.
(d) Planter	Planter is finished with natural stone, ceramic tiles and metal cladding.
(e) Verandah or balcony	Balcony is uncovered and fitted with tempered glass balustrade. No wall is adjoining to the balcony. Floor is finished with timber. Ceiling is finished with aluminium panel ceiling. There is no verandah.
(f) Drying facilities for clothing	Not Applicable.

2. Interior Finishes

(a) Lobby	<p>Carpark Lift Lobby: Wall is finished with wood panel, metal and special paint. Floor is finished with natural stone. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint.</p> <p>Lift Lobby (B/F): Wall is finished with natural stone and wood panel. Floor is finished with natural stone. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint.</p> <p>Fireman's Lift Lobby (G/F): Wall is finished with natural stone, wood panel and metal. Floor is finished with natural stone and metal. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint.</p> <p>Fireman's Lift Lobby (except G/F and 23/F): Wall is finished with emulsion paint. Floor is finished with tiles. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint.</p> <p>Fireman's Lift Lobby (23/F): Wall is finished with wallpaper. Floor is finished with timber. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint.</p> <p>Service Lift Lobby: Wall is finished with emulsion paint. Floor is finished with tiles. Ceiling is finished with emulsion paint.</p>
(b) Internal Wall and Ceiling	<p>Living Room, Dining Room, Suite 1 and Suite 2 internal wall - emulsion paint. Wall finishes run up to false ceiling.</p> <p>Master Bedroom internal wall - emulsion paint and wood panel. Wall finishes run up to false ceiling.</p> <p>Living Room and Dining Room ceiling - gypsum board and timber board false ceiling with emulsion paint and metal.</p>

	Suite 1, Suite 2 and Master Bedroom ceiling - gypsum board and timber board false ceiling with emulsion paint.
(c) Internal Floor	Floor of Living Room, Dining Room, Suite 1, Suite 2 and Master Bedroom is finished with timber to exposed surfaces for flooring and skirting.
(d) Bathroom	Natural stone for wall finishes. Natural stone to exposed surfaces for flooring. Gypsum board false ceiling finished with emulsion paint. Wall finishes run up to false ceiling. No finishes to be provided above false ceiling.
(e) Kitchen	Natural stone for wall finishes. Natural stone to exposed surfaces for flooring. Gypsum board and timber board false ceiling finished with emulsion paint. Cooking bench finished with natural stone. Ceramic tiles for wall area behind cabinet. Wall finishes run up to false ceiling. No finishes to be provided above false ceiling.

3. Interior Fittings

(a) Doors	Timber door or glazed door or aluminium door.
(b) Bathroom	Fitted with sanitary wares and fittings include wooden vanity counter with natural stone countertop, vitreous china wash basin with chrome plated wash basin mixer, wooden mirror cabinet with metal, vitreous china water closet, chrome plated towel bar, chrome plated paper holder, chrome plated shower set and shower cubicle with glass door and metal handle. Enamelled steel bathtub (1676mm(L) x 813mm(W) x 559mm(D)), chrome plated bath mixer and water closet cubicle with glass door and metal handle are only fitted in Master Bathroom.
(c) Kitchen	Fitted with wooden cabinet with concrete finish door panels and stainless steel sink with chrome plated sink mixer.
(d) Master Bedroom	Fitted with wooden built-in wardrobe finished with wood veneer, leather, fabric and metal handle.

4. Other Provision

(a) Kitchen	Gas hob, induction hob, cooker hood, steam combi oven, refrigerator, dishwasher and warming drawer.
(b) Bathroom	Mirror heater mat and floor heat system.
(c) Living and Dining Room	Smoke detector and air-conditioning system.
(d) Bedroom	Air-conditioning system.
(e) Others	Washing machine, dryer, motorized glass sliding door, electric water heater and exhausted fan.

SCHEDULE 7

Communal and Recreational Facilities

- Swimming Pool

**TENDERER MUST
COMPLETE THIS
PAGE**

AS WITNESS the hands of the said parties hereto the day and year first above written.

SIGNED by)
)
)
)
on behalf of the Vendor)
)
whose signature(s) is/are verified)
)
by :-)

SIGNED by the Purchaser (Holder)
of Hong Kong Identity Card(s))
No(s).)
)
in the presence of: -)

[OR]

SIGNED by)
)
)
)
for and on behalf of the Purchaser in)
)
the presence of :-)

INTERPRETED to the Purchaser in the Cantonese dialect of the Chinese language by: -

RECEIVED the day and year first above written)
)
of and from the Purchaser the above mentioned)
)
deposit of DOLLARS) HK\$
)

Messrs. Mayer Brown as stakeholders

(本合約為英文版本譯本，僅供參考。)
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Annex 1A
附件 1A

20 年 月 日

買賣合約

MAYER | BROWN
好士打

KCYS/PHCH/17537882

(本合約為英文版本譯本，僅供參考。)
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本合約於[]年[]月[]日由賣方與買方訂立。有關上述各方的詳情於附表 1 列明。

鑒於：

(1) 本發展項目的建築已經完成和建築事務監督已於 2018 年 6 月 28 日簽發建築物的佔用許可證。

敘文

(2) 該土地及本發展項目已在名義上劃分為下文規定的不分割部分或份數。

現協議如下：

釋義

1. (1) 在本合約中，

(a) “辦公日”指符合以下說明的日子：

(i) 不屬星期六、星期日或公眾假期；及

(ii) 銀行在該日於香港特別行政區開放營業；

(b) “公契”指將在土地註冊處註冊的文件，用以界定土地及本發展項目的所有或任何共同擁有人之間的權利、利益及義務；該文件包含一管理協議(若有)；

(c) “本發展項目”指已在或正在該土地上興建並名為“皇第 (Dukes Place)”的整個發展項目，包括(特別是)本發展項目內已經完成或正在興建的住宅單位、停車位和公用及康樂設施；

(d) “政府批地書”指附表 2 所述政府批地文件；

(e) “該土地”指在土地註冊處註冊為內地段 7740 號的整片或整幅土地；

(f) “佔用許可證”指由建築事務監督根據《建築物條例》的條文，為將被佔用的本發展項目簽發的書面許可，並包括臨時佔用許可證；

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- (g) "辦公時間"指由上午 10 時起至同日下午 4 時 30 分為止的期間；
 - (h) "本物業"指附表 3 第 A 部描述的物業及在第 26(3)(b)條及附表 3 第 B 部的情況下，不包括構成附表 3 第 A 部描述的獨立單位的停車位；
 - (i) "臨時佔用許可證"指由建築事務監督根據《建築物條例》的條文，為將被佔用的本物業所屬的本發展項目或其任何部份，簽發的臨時許可證；及
 - (j) "賣方律師"指孖士打律師行。
- (2) 在本合約中，
- (a) "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) 附表3第B部(a)段所指的項目的樓面面積，按照該條例第8(3)條計算；及
 - (c) 附表3第B部(b)段所指的項目的面積，按照該條例附表2第2部計算。
- (3) 在本合約中，如文意許可或需要，單數須包括複數，而男性則須包括女性和中性。

買賣

2. 賣方須售賣而買方須購買本物業連同下述權利：為進出本物業而使用本發展項目內的升降機、入口大堂、樓梯及樓梯平台的權利，以及使用擬作公用與供本物業及其從屬權使用的通道的權利，而該等權利是與賣方或與其他透過或在賣方名下或以信託方式為賣方提出申索的人士共同享有的；連同所有通行權(若有)、其他權利及所有有關的特權、地役權、從屬權；及賣方在本物業中及對本物業所擁有的所有產業權、權利、業權、權益、產權、申索權及要求。然而，買賣不包括下述由賣方、其繼承人及其受讓人(買方除外)保留的獨有使用、佔用及享用整個本發展項目的權利。不受保留權影響的項目如下：

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- (a) 本物業；及
- (b) 在公契中指定為公用地方或公用部份及設施，或擬作公用的範圍及設施(若有)。

售價

3. (1) 售價為附表 4 所列款額，買方須以附表 4 所述方式，向作為保證金保存人的賣方代表律師支付。

(2) 賣方律師是賣方代理人，用以接收按本合約應付給賣方的一切款項，包括在成交時應付售價的餘額。

(3) 賣方聲明，支付任何訂金、售價的分期付款（如有）及餘款給代理人即為全部及充分解除買方在本合約的責任。

(4) 賣方可撤銷對代理人的授權並委任其他律師行以替代代理人。上述撤銷無效，除非：

- (a) 以書面形式通知買方；及
- (b) 在成交前至少 7 個淨日提交給買方或他的律師；及
- (c) 特別指明本合約。

(5) 買方為繳付根據本合約應繳付的每一筆售價款項或其中任何部份，須於本合約規定的付款日期，將一張由香港特別行政區持牌銀行就有關款額發出、以賣方代表律師為受款人的銀行本票或證明可兌現的支票，送交賣方代表律師。

(6) 在不影響本合約任何其他補救方法的情況下，賣方有權就到期未付的售價任何部份，作出要求並收取利息。利息由買方應繳付該筆款項的日期起計，至實際付款日期為止，按香港上海滙豐銀行有限公司不時指定的最優惠利率加年利率 2%計算。

律師的職責

4. 除非買方行使本合約第 12(1)(c)條權利委任他自己的律師，賣方律師將同時代表買方作為買方律師行事，通過他們擬備本合約和見證買方簽署本合約，證明給買方負上律師相同的謹慎責任，猶如他們是由買方獨立聘請為他們處理購買事宜一樣。

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- 成交 5. 買賣須在_____或之前，於辦公時間內，在賣方律師的辦事處成交。
- 管有權 6. 在完成買賣交易時，賣方及所有其他必要的各方(若有)，須就本物業向買方或買方代名人或轉購人簽立妥當的轉易書，該轉易書不受任何產權負擔的規限，但須受政府批地書限制。
- 租金、利潤、開銷等 7. 在實際成交日(包括該日)應收的一切租金及利潤和支付的開銷均由賣方負責，並從該日(但不包括該日)起的一切開銷由買方負責。如有必要，所有該等租金、利潤及開銷須由賣方與買方分攤並於成交時支付。
- 風險 8. (a) 緊接在簽立本合約後，就賣方與買方之間而言，本物業的風險即轉由買方承擔。特此建議買方為本物業投購適當的保險，以保障他自己及其權益。
- (b) 從本合約之日起，賣方須以信託方式為買方持有有關本物業的任何現有保險單的實益。
- (c) 賣方不擔保有關本物業的現有保單是否足夠或如果存在任何保險單將在期滿時續保。
- (d) 如要求，賣方須辦理或同意在有關本物業的保險單上認可買方權益的通知，費用由買方承擔。在該情況下，賣方(為保持保險單生效)可要求買方在成交時支付從本合約之日起的保險費之一個適當部分。
- 對業權的查詢 9. (1) 除第 13(2)條規定和在不影響《物業轉易及財產條例》(第 219 章)第 13 和 13A 條下，賣方不能限制法律賦予買方對業權的查詢或異議之權利。
- (2) 如買方就業權或其他事項提出及堅持任何反對或查詢，而該等反對或查詢是賣方不能夠或(因困難、延遲或開支或其他合理的理由)不願意消除或遵從的，則即使先前有任何磋商或訴訟，賣方仍可在至少 14 天前就此向買方或其代表律師發出書面通知，取消是項出售。在此情況下，除非有關的反對或查詢已在此期間撤銷，否則該出售將於通知期屆滿時取消。買方有權獲退還已繳付的訂金及其他已繳付的款項，但不會獲付利息、費用或補償。

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政府批地書、地役權及錯誤描述 10. (1) 本物業按照政府批地書所訂的條件與所給予的利益出售，由政府批地書設定或絕對年期（視情況而定），享有政府批地書所授予的續期權，但須受政府批地書中仍然存續的地役權(若有)所規限。

(2) 任何錯誤、錯誤陳述或錯誤描述均不得取消是項出售，亦不得就該等錯誤、錯誤陳述或錯誤描述而獲准任何賠償，但如本合約另有規定或所犯的錯誤、錯誤陳述或錯誤描述對本物業的價值或用途造成重大及不利影響，則屬例外。

按現狀出售 11. 本物業按並將按現狀出售。買方同意及確認買方已被邀請檢查或已妥當地檢查本物業，買方確認完全了解本物業的結構以至外觀狀況及其內在裝置、裝修材料及設備)並視其為現狀。

買方的權利 12. (1) 買方在買賣成交前任何時間可自由：

- (a) 在不抵觸本條第(2)款的情況下，轉售本物業，而無須受賣方或任何在賣方名下或透過賣方提出申索的人士干預或收費；
- (b) 抵押、按揭或轉讓本合約的權益，但須將任何該等抵押、按揭或轉讓以書面通知賣方或其代表律師；
- (c) 委託自己選擇的任何律師事務所就本合約及/或其後向買方簽立的轉讓契代表自己。在該種情況下，買賣雙方須各自就本合約及/或其後向買方簽立的轉讓契支付所需及附帶的律師費用(包括擬備、完成、加蓋印花與註冊本合約及其後轉讓契所涉及的一切法律費用及墊款)。

(2) 買方現向賣方作出契諾，如買方在成交前以任何方式轉售本物業或轉讓本合約利益(不論以書面或非書面協議)，買方須促使轉購人、受贈人、代名人、受益人、受權人或其他受讓人在轉售合約作出契諾或在任何其他合約訂明一項必須遵守的義務，以確保該轉購人或其他受讓人須(i)披露(即在本買賣合約或其他任何合約詳列)以任何方式購買或售賣本物業或其中任何權益的所有確認人、代名人及其他中間人的全部細節(包括身份證號碼及詳細地址)、十足價款或其他代價，包括任何佣金、權益保留金、代理費或據任何一方所知，除為轉讓契應向賣方支付的代價外，任何其他已付給或給予任何人士的金額；及(ii)促使其後任何轉購人或其他受讓人在其後的轉售合約作出一項契諾，或在任何其他合約訂明一項與本12(2)條效力相若而具約束力的義務。

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取消本合約 (3) 如買方要求而賣方同意簽立取消合約，或採取其他方法以達到取消本合約(或取消買方按本合約所負的義務)的效果，則賣方有權保留本物業訂金即樓價 10% 及加付樓價即樓價 _____，作為同意取消本合約的代價，而非作為罰金，買方並須向賣方支付或付還(視情況而定)一切與取消本合約有關的法律費用、收費、墊支(包括印花稅(若有))。

妥善業權 13. (1) 賣方須自費證明本物業的妥善業權，並須提交使業權完備所需的任何業權契據或文件、遺囑及公共紀錄事項的核證副本或其他文本，供買方查閱。核實業權的費用，包括查冊費，由買方支付。如賣方管有任何既與本物業有關亦與賣方保留的其他本物業有關的文件，而買方要求取得該等文件的核證副本，則買方須支付該等核證副本的費用。

(2) 如賣方在本物業的權益屬衡平法上的權益，而非法律上的產權，買方不得提出反對。

業權文件 14. (1) 凡僅與本物業有關的業權文件，均須交付買方。賣方管有的所有其他業權文件則由賣方保留。如有要求，賣方須在完成買賣時向買方作出契諾，保證安全保管與出示該等文件，以及交付該等文件的副本，費用由買方支付。該等契諾由買方擬備。

(2) 第 14(1)條的規定在以轉讓契完成買賣交易後仍然存續有效。

本合約的費用及墊支 15. (1) 在不抵觸第 12(1)(c)條條文的情況下，凡擬備、完成、加蓋印花及註冊本合約及其後向買方簽立的轉讓契所需及附帶的一切法律費用及墊支，均須由買方承擔與支付。如果買方聘用除賣方律師以外的律師代表他行事：

(a) 如果買方要求賣方為本物業簽立超過一份轉讓契，買方須在成交時支付賣方律師徵收他們作出批准的額外費用；

(b) 如果買方要求賣方轉讓本物業給他的代名人或轉購人，買方須在成交時支付賣方律師檢查代名或轉賣本合約的任何契據所收取的額外費用；及

(c) 如果其後的轉讓契提及的代價高過本合約提及的售價，則賣方律師收取的所有額外費用須參考《律師(一般)事務費守則》附表 1 第 1 部規定適用於轉讓契的收費表的一半，基於本合約的本物業

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售價的代價與轉讓契列明的代價(以較高者為準)須由買方承擔並在成交時支付。

(2) 本合約和轉讓契應付的一切註冊費須由買方承擔與支付。

印花稅等

(3) 凡就本合約及轉讓契須繳付的從價印花稅(若有)，均須由買方承擔與支付。

(4) 凡就本合約及轉讓契須繳付的特別印花稅(若有)，均須由買方承擔與支付。

(5) 凡就本合約及轉讓契須繳付的買家印花稅(若有)，均須由買方承擔與支付。

(6) 本合約及轉讓契所附圖則的專業費用，須由買方承擔與支付。

(7) (a) 本合約，其後任何代名及其他可予徵收印花稅的買賣協議(如有)和其後的轉讓契應付的一切印花稅(包括《印花稅條例》規定徵收的任何從價印花稅、買方印花稅、特別印花稅及額外印花稅)和註冊費須由買方承擔與支付。買方須在《印花稅條例》規定的時間內支付所有該等契據應付的印花稅款，加蓋印花稅並在賣方要求時，提供經核實加蓋印花稅的副本給賣方。

(b) 買方承諾從本合約之日起 1 個月內提交和促使買方律師提交給賣方律師一份經核實已妥加蓋印花稅的本合約之副本或經核實印花證明書的副本，證實已支付本合約應付的一切印花稅和(如適用)證實豁免本合約的買方印花稅及/或從價印花稅的證明文件。

(c) 如果賣方需要支付第 15(7)(a)條提及的任何契據的任何印花稅或罰款，買方須全數償還賣方所有賣方已付的任何款項連同由賣方付款或預付日期起計，至買方付款、還款或償還日期為止，按香港上海滙豐銀行有限公司不時指定的最優惠利率加年利率 2%計算的利息以及賣方為了向買方收回已付的印花稅或罰款所產生的一切法律費用、墊款及費用(以完全彌償為基準)。

(8) 如果買方在完成本合約的買賣之前轉售該本物業、轉讓本合約的權益或以其他方式處理本物業的任何利益，上述轉售、轉讓或處理所產

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生的一切印花稅包括買方印花稅、特別印花稅及額外印花稅須由買方承擔與支付。

(9) 當賣方要求時，買方須在賣方簽訂本物業的轉讓契之前提供按第(8)款應付的一切印花稅的付款證明，使賣方滿意。如果買方未能提供上述證明，買方須向買方律師(作為保證金保存人)支付一筆相等於應付印花稅的款項作為擔保，該款項(i)須在買方提供已經全部及準時支付所有該等印花稅的證明，使賣方滿意後才退還給買方；或(ii)由買方律師用來支付應付的印花稅。

(10) 買方須對因買方違反本條款所產生或有關之原因使賣方可能蒙受或產生的一切損失、損害、索償、司法程序、費用及開支(包括但不限於法律費用及開支)彌償賣方並保障賣方獲得全部彌償。

(11) 就本條款而言，「《印花稅條例》」指不時修訂的《印花稅條例》(第 117 章)。

(12) 本條款在完成本物業買賣交易後仍然存續有效。

時間要素

16. 就每一方面而言，時間為本合約的要素。

買方失責

17. (1) 如買方未能遵從或符合本合約所載的任何條款及條件，或在到期付款日起計 7 天後未能按照附表 4 付款或根據本合約支付任何利息，則賣方可向買方發出書面通知，要求買方糾正其失責行為。如買方在該通知的送達日期起計 21 天內未能充份糾正其失責行為，則賣方可以另一書面通知，即時終止本合約。在該種情況下，

- (a) 買方已支付的所有款項最高為以訂金方式支付樓價 10%及加付樓價方式支付樓價 _____，將由賣方予以沒收；及
- (b) 如買方已行使本物業的管有權，賣方則有權重收本物業，重新管有本物業而不受買方在本物業的任何權利或利益規限，並有權就買方佔用本物業的期間，向買方收取佔用費，該佔用費相等於未繳售價餘額的利息，利率按香港上海滙豐銀行有限公司不時指定的最優惠利率加年利率 2%計算。

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(2) 在本合約根據第(1)款終止後，賣方可按其認為適當的規定，以公開拍賣或私人合約方式重售本物業，重售多得的價款，歸賣方所有。如重售所得價款不及原來售價，則須由買方補足；重售所需的一切開支，亦須由買方承擔。賣方有權追討該等不足價款與開支，作為算定損害賠償。但本物業須於本合約終止後6個月內重售，否則不得要求買方負責該等不足價款與開支。

(3) 當賣方行使其廢止權廢止及/或廢除本物業的買賣交易時，如果本合約已經在土地註冊處註冊，賣方有權在土地註冊處註冊一份由賣方單獨簽署的契據，以廢止及/或廢除本物業的買賣交易(此舉已足夠廢止及/或廢除本物業的買賣交易)並註銷本合約的登記。賣方在簽署上述契據後，買方應視為已免除按本合約在本物業的任何權利。當在土地註冊處註冊上述契據後，租客、買方、承按揭人或與賣方交易的任何其他人士毋須了解或詢問賣方當時是否有權終止及/或廢止及/或廢除本合約。如果涉及任何該等租客、買方、承按揭人或任何其他人士的安全及保障，本合約應視為已經正式終止及/或廢止及/或廢除。買方對賣方的濟助(如有)僅限於損害賠償。如果買方已經管有本物業，他應立即移交本物業的管有權給賣方。

(4) 本合約沒有阻止賣方提出訴訟和取得判令強制履行本合約，不論是代替上述損害賠償或因為買方違反本合約使賣方可能蒙受的損害賠償以外的補償。

- 賣方失責 18. 如賣方不按照本合約的條款與條件完成買賣，則買方在提起法律程序以求強制履行本合約前，無須提交轉讓契供賣方簽立。
- 公契 19. 在完成買賣交易後，買方須與賣方訂立一份公契和在賣方要求時與賣方的一份管理協議或在賣方的選擇下，接受賣方就本物業簽立、受賣方與其他買方對該土地及本發展項目訂立的一份公契及一份管理協議(如有)規限並享有其利益的轉讓契。公契條文不能違反不時修訂的律師會通函第 12-886 號的指引，除非香港律師會另作許可或已獲地政總署署長的批准。
- 公契費用 20. 買方須按照《律師(一般)事務費規則》所訂明的事務費表向賣方律師事務所繳付擬備、加蓋印花稅、註冊及完成公契及管理協議所需及附帶的費用或其核證副本的所有費用。

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空置管有權
及公用事業
按金

21. (1) 除本合約的規定外，買方在完成買賣交易後，享有該本物業的空置管有權。成交日止(包括該日)的一切開銷，包括地稅、差餉及管理費一概由賣方支付。

(2) 在買方行使該本物業的管有權前，買方須：

(a) 償還賣方有關賣方為供應水電及煤氣(如有)給本發展項目公用地方或公用部分已付的任何按金的一個適當比例；及

(b) 按公契支付給賣方或本發展項目管理人應付的一切按金及預付款和清理由買方、他的代理人或承辦商留下的廢料的按金。

但是，如果賣方已支付本第(2)款提及的按金和預付款及其他相關特別基金及費用給本發展項目的管理人，有關付款須由買方在完成買賣交易時償還賣方(而不是本發展項目的管理人)，不論該等按金、預付款、特別基金或費用按公契規定是否可以轉讓或可以退還。

註冊

22. 本合約須在本合約日期起 1 個月內，在土地註冊處註冊。

賣方不得作
進一步按揭

23. 賣方不得在本合約簽立後，就本物業或就土地或本發展項目的任何其他部份，訂立任何進一步按揭或押記。

發放買款

24. 如有本物業的按揭或押記，則在有上述按揭或押記之時，售價的任何部分均須支付予作為保證金保存人的賣方律師，賣方律師只可將該款項運用於取得本物業的再轉讓／解除，但如賣方律師所持的款項足以取得該項再轉讓／解除，則屬例外，而在此情況下，賣方律師可向賣方發放超出足以解除該按揭或押記的款項的剩餘款額。

通知

25. 根據本合約須發出的任何通知 –

(a) 如符合以下條件，即當作已有效地向某一方發出 –

(i) 該通知寄給該一方；及

(ii) 該通知以一般預付郵遞方式寄往：

(A) 在本合約中述明的該一方的地址；或

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(B) (如先前曾有地址變更的通知向另一方或該另一方的律師發出) 該一方最後為人所知的地址；及

(b) 當作於寄出日期後的第二個辦公日送達。

保證

26. (1) 賣方須在該本物業安裝下列裝置、裝修材料及設備：
- 裝置、裝修材料及設備載列於附表 6。
- (2) 公用及康樂設施列明如下：
- 公用及康樂設施載列於附表 7。
- (3) 賣方保證：
- (a) 在本物業安裝第 26(1) 條列明的裝置、裝修材料及設備；
- (b) 本物業如同本合約附錄的圖則所示和本物業的量度尺寸載列於附表 3 第 B 部；及
- (c) 賣方須提供第 26(2) 條所載有的公用及康樂設施。
- (4) 賣方亦保證構成附表 3 第 A 部的獨立單位的停車位在本合約附錄的圖則上顯示。每停車位面積從其邊界線中心或(如適用)圍牆內面量度如下：
- 12.5 平方米 134.55 平方英尺
- (5) 除本合約第 30 條提述第 26(3)(a)、(b) 及(c) 條的規定外，本第 26 條的其他一切條文在以轉讓契完成買賣交易後存續有效。

補救欠妥之處

27. 賣方在接獲買方在第 5 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快對本物業或附表 6 所列出的裝置、裝修物料或設備的欠妥之處自費作出補救。本條的規定，並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。

維修義務

28. 賣方向買方承諾，如有關乎或影響本物業或本發展項目的公用地方或公用部分及公用設施的欠妥之處，則在該欠妥之處有此關連或影響的範圍內，賣方將盡力執行在所有與本發展項目的建造有關的合約下的關於該等欠妥之處及維修的所有責任。

賣方清盤

29. 如賣方清盤(不論是否自發清盤)或解散，在所有關乎本發展項目的建

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造的合約下的所有保證條款及擔保的利益及權利，須由賣方轉讓予根據《建築物管理條例》(第 344 章)成立的業主立案法團；如沒有該法團存在，則須轉讓予本發展項目當其時的管理人，以信託形式，代買方及本發展項目所有其他單位的購樓人士持有。

30. 第 26(3)(a)、(b)及(c)條、27、28 及 29 條的規定在以轉讓契完成買賣交易後仍然存續有效。

公眾假期等

31. 如任何本合約指定的付款日期或按本合約規定完成買賣的日期並非辦公日，或在上午 9 時至下午 5 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，則該付款日期或完成買賣日期自動順延至下一個緊接該日並在上午 9 時至下午 5 時之間沒有懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號的辦公日。

轉讓契須載有契諾

32. 今後的轉讓契須載有(特別是)與下列條款大體相同的契諾：

- "(1) 買方特此向賣方作出明文契諾，用意是下列契諾的負擔附於本物業並對買方，他的遺囑執行人、遺產管理人、業權繼承人及買方的受讓人有約束。買方及向買方取得業權的一切人士必須：
- (i) 支付目前或今後香港特別行政區政府評估本買賣交易到期應付或有效的一切印花稅或額外印花稅或進一步的印花稅或罰款(「印花稅」)；
 - (ii) 對逾期支付或欠繳印花稅使賣方蒙受的任何損失或損害彌償賣方和保證賣方獲得彌償；及
 - (iii) 支付或付還賣方或償還賣方因為買方欠繳印花稅而由賣方代表買方已付或預付的印花稅款項連同按香港上海滙豐銀行有限公司不時指定的最優惠利率加年利率 2%計算算從賣方付款日至買方還款或償還款項之利息加上賣方在收回賣方代表買方支付的印花稅的一切款項所產生的一切法律費用、墊費及開支(以完全彌償為基準)。
- (2) 買方特此向賣方代表他自己和作為瀚晉有限公司的代理人(「公司」，該詞意包括他的繼承人、受讓人及受權人)作出契諾，

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用意是，本契諾將約束本物業及其當時的業主和透過契約買方取得業權的其他人士(他們或其中一位包括該買方在下文中均列入「契諾買方」一詞含義內)並確保公司、他的繼承人及受讓人在本發展項目的實益並可由公司、他的繼承人及受讓人強制執行：

- (i) 契諾買方特此承認和確認於 年 月 日訂立的公契及管理協議第 3.1 條賦予公司的契諾、權利、所有權、豁免權及保留權，契諾買方不得作出或允許他人作出任何事情，以致以任何方式影響或阻礙公司行使該等權利；
- (ii) 契諾買方須在公司要求時作出一切必要的事情，包括書面同意公司行使該等權利，以便公司行使該等權利；
- (iii) 契諾買方特此明確及不可撤銷地委任公司作為他的代理人和受權人並授予公司充分的權利、權力、授權，給予一切同意，作出行為、行動、事情、事項，訂立、簽署、蓋章並作為契諾買方的行為及行動提交該等契約及簽署該等必要的文件或文據，作出公司行使上述權利合理需要或附帶的一切事情並具有充分的授權權利。契諾買方特此承諾作出一切行為、行動、事情、事項，訂立、簽署、蓋章和提交該等契約及簽署該等必要的文件或文據，以便使上述委任及授權生效；及
- (iv) 倘若契諾買方出售或以其他形式處理本物業，契諾買方出售或以其他形式處理本物業須基於以下條件，即本物業的買方或受讓人須訂立上述(i)、(ii)、(iii)項契諾相同範圍和程度的約束契諾

但是只要契諾買方遵守和履行以上(iv)項契諾，契諾買方對契諾買方已經出售或以其他方式處理有關本物業和上述買方或受讓人已訂立與上述(i)、(ii)、(iii)項相同範圍和程度的契諾後，可能出現違反上述(i)、(ii)、(iii)項契諾的行為，毋須負責。"

旁註 33. 本合約的旁註不得當為本合約一部份，亦不得影響本合約的釋義或詮釋。

《印花稅條例》 34. 為施行《印花稅條例》第 29B(1)及 29B(5)條，必須載明的事項已詳列於本合約附表 5。

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- 《合約(第三者權利)條例》
35. (a) 除以下第(b)和(c)款規定外，賣方和買方無意按《合約(第三者權利)條例》(第 623 章) 強制執行本合約的任何條款並同意本合約不在《合約(第三者權利)條例》適用範圍內。
- (b) 只有在沒有違反《一手住宅物業銷售條例》(第 621 章) 條件下，第(a) 款適用和本合約的條款不在《合約(第三者權利)條例》適用範圍內。
- (c) 如果本合約的任何條款憑藉以上第(b)款沒有排除在《合約(第三者權利)條例》的應用範圍外，按《合約(第三者權利)條例》該等條款可由第三者(按《合約(第三者權利)條例》界定)強制執行：
- (i) 本合約仍可不時更改或(如果廢止權仍存在)廢止，毋須第三者的同意。《合約(第三者權利)條例》第 6(1)條不適用於本合約；及
- (ii) 根據第《合約(第三者權利)條例》第 6(4)(b)條，賣方和買方特此通知第三者以上第(c)(i) 款之規定。

(本合約為英文版本譯本，僅供參考。)
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投標人必須填
寫本頁

附表 1

締約方

(a) 賣方: 瀚晉有限公司 (IMPERIAL TIME LIMITED) (商業登記證號碼：
59768774)，其註冊辦事處位於香港中環夏慤道 12 號美國銀行中
心 31 樓。

(b) 買方:

姓名:

身份證件號碼(請列明證件類別)

*商業登記證號碼：

*地址 / 註冊辦事處：

作為*單獨擁有人/ 聯權共有人/分權共有人*持有相等份數/下列份數，即：

就本合約而言，“買方”須包括其遺囑執行人及遺產管理人。

(*刪除不適用者)

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附表 2

如已履行在土地註冊處以賣地條件第 6989 號註冊及備存的賣地協議及條件載有的前提條件，憑藉《物業轉易及財產條例》(第 219 章)第 14 條視為批出有關內地段第 7740 號的政府租契，其詳情如下：

- (a) 日期 : 1961 年 12 月 12 日
- (b) 締約方 : 香港港督作為一方與 Kin Fat Investment Company Limited 作為另一方
- (c) 年期 : 共 75 年，由 1961 年 12 月 12 日起計，有權續期 75 年
- (d) 地段號 : 內地段第 7740 號
- (e) 修改與修訂 : 在土地註冊處以註冊摘要第 UB2110747 註冊的一份修訂函。

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附表 3

第 A 部

本物業

- (a) 該土地(在本合約附錄的地盤圖則上顯示，以供識別)及本發展項目所有61,397份相等不分割份數之2,846部分或份數連同持有、使用、佔用及享用本發展項目8樓及9樓單位A(Duplex)(連同其露台及儲物室、位於8樓的洗手間及垃圾及物料回收室) (在本合約附錄的圖則上以粉紅色顯示並註明“Flat A (Duplex)”) 的專門權利及特權;
- (b) 該土地(在本合約附錄的地盤圖則上顯示，以供識別)及本發展項目所有61,397份相等不分割份數之50部分或份數連同持有、使用、佔用及享用本發展項目地庫停車位號R11 (在本合約附錄的圖則上以粉紅色顯示)的專門權利及特權; 及
- (c) 該土地(在本合約附錄的地盤圖則上顯示，以供識別)及本發展項目所有61,397份相等不分割份數之50部分或份數連同持有、使用、佔用及享用本發展項目地庫停車位號R12 (在本合約附錄的圖則上以粉紅色顯示)的專門權利及特權。

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投標人必須填
寫本頁

第 B 部

量度

本物業的量度尺寸如下：

(a) 本物業的實用面積 264.436 平方米/ 2,846 平方呎，其中

3.915 平方米/ 42 平方呎為露台的樓面面積；

_____不適用_____平方米/ _____不適用_____平方呎為工作平台的樓面面積；

(b) 其他量度尺寸為

閣樓的面積為 _____不適用_____平方米/ _____不適用_____平方呎；

平台的面積為 _____不適用_____平方米/ _____不適用_____平方呎；

花園的面積為 _____不適用_____平方米/ _____不適用_____平方呎；及

天台的面積為 _____不適用_____平方米/ _____不適用_____平方呎。

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投標人必須填
寫本頁

附表 4

售價為 HK\$_____，由買方按下列規定應付給賣方律師：

- (i) 在簽訂本合約時已支付售價的 10%，即 HK\$_____作為訂金；及
- (ii) 在本合約日後的_____天內支付售價的_____，即 HK\$_____作為售價的部分付款；
- (iii) 在本合約日後的_____天內支付售價的_____，即 HK\$_____作為售價的部分付款；
- (iv) 在本合約日後的_____天內支付售價的_____，即 HK\$_____作為售價的部分付款；及
- (v) 在本合約之日後_____天內支付售價的_____，即 HK\$_____作為售價的餘款，

一切付款須在辦公日的辦公時間內作出。

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附表 5

根據《印花稅條例》(第 117 章)第 29B(5)條，須列明的事項如下：

- (a)(1) 賣方姓名-參見附表 1
賣方地址/註冊辦事處-參見附表 1
- (2) 買方姓名-參見附表 1
買方地址/註冊辦事處-參見附表 1
- (b) (1) 賣方身份證件號碼-不適用
- (2) 買方身份證件號碼-參見附表 1
- (c) (1) 賣方商業登記號碼-參見附表 1
- (2) 買方商業登記號碼-參見附表 1
- (d) 本物業的描述及座落地點-參見附表 3
- (e) 本物業是《印花稅條例》(第 117 章)第 29A(1)條所指的住宅物業。
- (f) 本合約日期-參見第 1 頁
- (g) 在本合約訂立前買方與賣方沒有以相同條款訂立任何合約。
- (h) 簽立本物業售賣轉易契或轉讓契的日期載列於本合約第 5 條。
- (i) 依據本合約將予或可予簽立的售賣轉易契或轉讓契已有議定代價，代價的款額列於附表 4。
- (j) 據簽署本合約的各方所知，為了或有關任何依據本合約簽立的售賣轉易契或轉讓契，並無向任何人或同意向任何人繳付或付出任何其他代價(不包括法律開支及經紀佣金)。

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附表 6

裝置、裝修材料及設備

1. 外部裝修物料

(a) 外牆	外牆鋪砌玻璃幕牆、天然石材、天然石材蓋板、金屬蓋板及金屬格柵。
(b) 窗	窗框為鋁製配以粉末噴塗，並配備隔熱、打光、強化並經熱硬化處理的透明玻璃。
(c) 窗台	不適用。
(d) 花槽	花槽鋪砌天然石材、瓷磚及金屬蓋板。
(e) 陽台或露台	露台無蓋，並配備強化玻璃欄杆。 露台不設牆身。 地面鋪砌木材。 天花板裝置鋁板天花。 不設陽台。
(f) 乾衣設施	不適用。

2. 室內裝修物料

(a) 大堂	停車場升降機大堂：牆身鋪砌木飾面、金屬及特色油漆。地台鋪砌天然石材。天花板為石膏板及木板假天花髹乳膠漆。 升降機大堂(地庫)：牆身鋪砌天然石材及木飾面。地台鋪砌天然石材。天花板為石膏板及木板假天花髹乳膠漆。 消防員升降機大堂(地下)：牆身鋪砌天然石材、木飾面及金屬。地台鋪砌天然石材及金屬。天花板為石膏板及木板假天花髹乳膠漆。 消防員升降機大堂(地下及23樓除外)：牆身髹乳膠漆。地台鋪砌磚。天花板為石膏板及木板假天花髹乳膠漆。 消防員升降機大堂(23樓)：牆身鋪砌牆紙。地台鋪砌木材。天花板為石膏板及木板假天花髹乳膠漆。 服務升降機大堂：牆身髹乳膠漆。地台鋪砌磚。天花板髹乳膠漆。
(b) 內牆及天花板	客廳、飯廳、套房1及套房2內牆 - 乳膠漆。牆身裝飾鋪砌至假天花。主人睡房內牆 - 乳膠漆及木飾面。牆身裝飾鋪砌至假天花。 客廳及飯廳天花板 - 石膏板及木板假天花髹乳膠漆配金屬。 套房1、套房2及主人睡房天花板 - 石膏板及木板假天花髹乳膠漆。
(c) 內部地板	客廳、飯廳、套房1、套房2及主人睡房外露地台及牆腳線鋪砌木材。
(d) 浴室	牆身鋪砌天然石材。 外露地台鋪砌天然石材。 石膏板假天花髹乳膠漆。 牆身裝飾鋪砌至假天花。假天花以上不設鋪砌。

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(e) 廚房	牆身鋪砌天然石材。 外露地台鋪砌天然石材。 石膏板及木板假天花髹乳膠漆。 灶台鋪設天然石材。 櫃背之牆身鋪砌瓷磚。 牆身裝飾鋪砌至假天花。假天花以上不設鋪砌。
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3. 室內裝置

(a) 門	木門或玻璃門或鋁門。
(b) 浴室	選用潔具及配件包括木製洗手盆櫃配天然石材檯面、搪瓷洗手盆配鍍鉻洗手盆水龍頭，木製鏡櫃配金屬、搪瓷坐廁、鍍鉻毛巾架、鍍鉻廁紙架、鍍鉻花灑套裝及淋浴間配玻璃門及金屬手柄。主人浴室內另設搪瓷鋼板浴缸(1676毫米(長度)x 813毫米(闊度)x 559毫米(深度))、鍍鉻浴缸水龍頭及坐廁間配玻璃門及金屬手柄。
(c) 廚房	選用木製廚櫃配混凝土飾面門板、不銹鋼洗滌盆及鍍鉻洗滌盆水龍頭。
(d) 主人睡房	選用木製嵌入式衣櫃配木皮飾面、皮革、布料及金屬手柄。

4. 其他設備

(a) 廚房	氣體煮食爐，電磁爐，抽油煙機，蒸焗爐，雪櫃，洗碗碟機及暖碟機。
(b) 浴室	防霧裝置及地暖系統。
(c) 客廳及飯廳	煙霧感應器及空調系統。
(d) 睡房	空調系統。
(e) 其他	洗衣機，乾衣機，電動玻璃趟門，電熱水爐及抽氣扇。

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附表 7

公用及康樂設施

- 游泳池

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投標人必須填
寫本頁

本合約於文首書明日期由締約各方簽立，此證。

由 _____)

代賣方簽署，其簽名已由下述律師核實：- _____)

香港特別行政區律師

買方(香港身份證號 _____ 持有人)

在下述律師面前簽署、蓋章及提交：- _____) [註：請簽署在本合約的英文版本。]

)

香港特別行政區律師

或

由 _____)

代買方在下述律師面前簽署：- _____) [註：請簽署在本合約的英文版本。]

)

香港特別行政區律師

本合約由下述人士以中文廣東話向買方傳譯。

香港特別行政區 _____ 律師事務所文員

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於本合約文首書明日期收訖買方)

所付上述訂金 元)\$

孖士打律師行(保證金保存人)