

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

**Property:** Unit F on the 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece (名鑄),  
K11, No.18 Hanoi Road, Kowloon, Hong Kong

**Tender Commencement Time:** 9:00 a.m. on 29 April 2020

**Tender Closing Time:** 10:00 a.m. on 29 April 2020

## **TENDER NOTICE**

1. **Sunfield Investments Limited (信暉投資有限公司) and Park New Astor Hotel Limited** (collectively, the “**Vendor**”) invite tenders for the purchase of the property described in the Particulars of the Property hereunder (“**the Property**”) subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (“**the Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (in the form annexed hereto as **Appendix B**) (“**the Preliminary Agreement**”) commencing from 9:00 a.m. on 29 April 2020 (“**the Tender Commencement Time**”) until 10:00 a.m. on 29 April 2020 (“**the Tender Closing Time**”).

### **PARTICULARS OF THE PROPERTY**

Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece (名鑄), K11, No.18 Hanoi Road, Kowloon, Hong Kong

2. Tenderers should note the following:
  - (a) Every tenderer should obtain independent legal advice on the terms and conditions of this Tender Notice, the Preliminary Agreement and the Form of Tender attached hereto before he submits his tender and shall disclose the name and correspondence address of the tenderer’s solicitors therein.
  - (b) The Vendor’s solicitors, Messrs. Kao, Lee & Yip, does not act for any of the tenderers in the process of this tender. The successful tenderer should instruct an independent firm of solicitors of his own choice to act for him in respect of the sale and purchase of the Property (including the Formal Agreement for Sale and Purchase and subsequent Assignment of the Property).
  - (c) Every tenderer may appoint his own estate agent for the tender if he considers appropriate. If the tenderer shall appoint an estate agent to

act for him in the tender, the relevant information shall be set out in the Form of Tender. The estate agent so appointed by the tenderer is not the agent of the Vendor or any holding or associate company(ies) of the Vendor.

- (d) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the name(s) of his principal and of the contact person(s) of his principal. Where the tenderer signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID/Passport should be submitted with the Form of Tender to the satisfaction of the Vendor.

3. Any tender must be:

- (a) made in the Form of Tender (**Appendix A**) and the Preliminary Agreement (**Appendix B**) (both **IN DUPLICATE**) duly completed in accordance with the terms and conditions set out in this Tender Notice and signed by the tenderer and this Tender Notice attached;
- (b) submitted together with the following documents:
  - (i) a cashier's order and or cheque(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in favour of "Kao, Lee & Yip Solicitors" for the sum equivalent to 5% of the purchase price of the Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement;
  - (ii) if the tenderer is individual(s), a copy of the HKID Card/Passport of each individual of the tenderer;

- (iii) if the tenderer is a company incorporated in Hong Kong, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer and a copy of the latest register of directors and annual return of the tenderer; if the tenderer is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors;
- (iv) a Warning to Purchaser (in the form annexed hereto as **Appendix C**) duly completed and signed by the tenderer;
- (v) a Declaration of Relationship (in the form annexed hereto as **Appendix D**) duly completed and signed by the tenderer;
- (vi) the Vendor's Information Form (in the form annexed hereto as **Appendix E**) duly completed and signed by the tenderer;
- (vii) the Purchaser's consent to use of personal data (in the form annexed hereto as **Appendix F**) duly completed and signed by the tenderer;
- (viii) the Confirmation regarding Tenderer's Estate Agent (in the form annexed hereto as **Appendix G**) duly completed and signed by the tenderer and the estate agent;
- (ix) an Acknowledgement Letter regarding Stamp Duty (in the form annexed hereto as **Appendix H**) duly completed and signed by the tenderer;
- (x) if the tenderer is a company, a copy of the Board Resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement and the other documents mentioned in the above in the manner as they are signed;

- (xi) if the Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID/Passport.
  - (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope **"Tender for Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece "**; and
  - (d) placed in the Tender Box labelled **"The Masterpiece Tender Box"** located at 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong between 9:00 a.m. to 10:00 a.m. on 29 April 2020.
4. Each tenderer is required to fill in the following information in the Preliminary Agreement (in duplicate) signed and submitted by him and attached to the Form of Tender:
- (a) the name(s), HKID Card No./Passport No./Business Registration No., correspondence address in Hong Kong/registered office and tel. no. of the Purchaser, who will be the same as the tenderer, and, if the tenderer is a company, also the names and HKID Nos./Passport Nos. of the tenderer's directors and, if the tenderer is a foreign company, also the correspondence address in Hong Kong of the tenderer and a contact person in Hong Kong with a Hong Kong telephone number, and, if the Form of Tender is signed by an agent or attorney, the names and HKID Card Nos./Passport Nos. of the principal and the agent or attorney;
  - (b) the purchase price of the Property offered by the tenderer;
  - (c) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
5. The Vendor does not bind itself to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance

of a tender. The Vendor reserves the right to accept any tender on such terms and conditions as the Vendor shall in its absolute discretion think fit.

6. The Vendor reserves the right to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part thereof to any person at any time before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor does not undertake, and is under no obligation, to review, consider or accept the highest offer or any offer at all for the purchase of the Property.
7.
  - (a) Each tenderer shall be deemed to have accepted the terms and conditions of this Tender Notice and undertaken that his tender shall constitute an irrevocable offer to purchase the Property on the terms and conditions set out in the Preliminary Agreement and such irrevocable offer to purchase cannot be varied or withdrawn by the tenderer and is open for acceptance by the Vendor in accordance with the terms and conditions set out in this Tender Notice on or before 31 May 2020.
  - (b) In consideration of the undertaking by the tenderer as mentioned in paragraph 7(a) above, the Vendor agrees to pay to the tenderer HK\$10.00 upon receipt of written demand from such tenderer.
8.
  - (a) If a tender is accepted by the Vendor, the Vendor shall sign the Preliminary Agreement submitted by the successful tenderer and send to the successful tenderer a written notice of acceptance together with a counterpart of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor, at his correspondence address in Hong Kong or registered office and/or the tenderer's solicitor's correspondence address stated in his Form of Tender or by fax not later than 31 May 2020.
  - (b) The successful tenderer shall be the Purchaser under the Preliminary Agreement which shall form a legally binding agreement between the Vendor and the successful tenderer for the sale and purchase of the Property once the Preliminary Agreement is signed by the Vendor and delivered to the successful tenderer as aforesaid.

- (c) The successful tenderer shall sign the Formal Agreement for Sale and Purchase within 5 working days after the date of the Preliminary Agreement and pay the further deposit and part payment of the Purchase Price in accordance with the terms and conditions of the Preliminary Agreement.
  - (d) The Formal Agreement for Sale and Purchase shall be in the form prescribed by the Vendor and none of the terms thereof may be altered and the form of the Formal Agreement for Sale and Purchase is available for inspection between 5:00 p.m. to 6:00 p.m. on 28 April 2020 at 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong.
  - (e) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
9. Those tenderers whose tenders are not accepted will be so informed on or before 31 May 2020 by prepaid letters addressed to them at their correspondence addresses in Hong Kong or registered offices given in their Forms of Tender returning therewith their cashier orders, without interest cost or compensation, at the risk of the tenderers.
10. All cashier's orders submitted with the tenders will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful tenderer under the Preliminary Agreement.
11. Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time from 9:00 a.m. to 10:00 a.m. on 29 April 2020, the commencement time and closing time of the tender will automatically be postponed to 9:00 a.m. and 10:00 a.m. respectively on the next succeeding working day (excluding Saturday, Sunday and public holidays).

12. Time shall in all respects be of the essence.
13. All enquiries shall be directed to 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents and on all matters concerning the Property.
14. It is hereby specifically declared by the Vendor that any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice.

Date: 28 April 2020



## **TENDER SUBMISSION CHECKLIST**

<u>Item</u>	<u>Document</u>	<u>Remarks</u>
(1) (a) (b) (c)	Form of Tender (Appendix A); and Preliminary Agreement for Sale and Purchase (Appendix B) duly completed and signed by the tenderer with Tender Notice; and Deleted inapplicable clause in paragraph 4 of Form of Tender.	Submit (1)(a) to (b) in duplicate
(2)	Warning to Purchaser (Appendix C) duly signed by the tenderer	Submit one signed version
(3)	Declaration of Relationship (Appendix D) duly signed by the tenderer	Submit one signed version
(4)	Vendor's Information Form (Appendix E) duly signed by the tenderer	Submit one signed version
(5)	Purchaser's consent to use of personal data (Appendix F) duly signed by the tenderer	Submit one signed version
(6)	Confirmation regarding Tenderer's Estate Agent (Appendix G) duly signed by the tenderer and the estate agent	Submit one signed version
(7)	Acknowledgement Letter regarding Stamp Duty (Appendix H) duly signed by the tenderer	Submit one signed version
(8)	Cashier Order for 5% of the Purchase Price tendered in the Form of Tender payable to "Kao, Lee & Yip Solicitors"	
(9) (a) (b) (c)	(in the case of an individual tenderer) Copy of Hong Kong Identity Card(s) or other identification document(s); or (in case of a tenderer which is a company incorporated in Hong Kong) Copy of Certificate of Incorporation, Business Registration Certificate(s), latest register of directors, annual return and board resolutions of the tenderer authorizing the signing of Form of Tender, the Preliminary Agreement for Sale and Purchase and other documents in connection with the tender; or (in case of a tenderer which is a foreign company) Relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and	

proving details of its directors and copy of board resolutions of the tenderer authorizing the signing of Form of Tender, the Preliminary Agreement for Sale and Purchase and other documents in connection with the tender; or

- (d) (in case that the Form of Tender is signed by an agent or attorney)  
Original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's Hong Kong Identity Card(s) or other identification document(s).

**FORM OF TENDER**

Tender for the purchase of Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex) , The Masterpiece (名鑄), K11, No.18 Hanoi Road, Kowloon, Hong Kong ("**the Property**") subject to the terms and conditions contained in the Tender Notice dated 29 April 2020 ("**the Tender Notice**") and the Preliminary Agreement for Sale and Purchase ("**the Preliminary Agreement**") as respectively attached hereto.

To : **Sunfield Investments Limited (信暉投資有限公司)** whose registered office is 30th Floor, New World Tower, 16-18 Queen's Road Central, Hong Kong (Company Registration No.812886 and Business Registration No.35226526) and **Park New Astor Hotel Limited**, a company incorporated under the laws of British Virgin Islands and having a place of business at 30th Floor, New World Tower, 18 Queen's Road Central, Hong Kong (Company Registration No.F8286) (collectively, the "**Vendor**")

1. I/We, \_\_\_\_\_

(HKID Card No./Passport No./Business Registration No. \_\_\_\_\_)

of \_\_\_\_\_

\_\_\_\_\_

(registered office for Hong Kong company(ies)/correspondence address in Hong Kong for individual(s) and foreign company(ies)), having read the Tender Notice (including the Appendixes thereto) and the Preliminary Agreement, hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG DOLLARS

\_\_\_\_\_

(HK\$ \_\_\_\_\_) ("**the Purchase Price**") and on the terms and conditions as more particularly set out in the Preliminary Agreement.

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is accepted by the Vendor,

(a) HK\$ \_\_\_\_\_, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's signing of the Preliminary Agreement;

(b) HK\$ \_\_\_\_\_, which is equal to 5% of the Purchase Price, being further deposit shall be paid within 60 days after the date of the Preliminary Agreement;

- (c) HK\$\_\_\_\_\_, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 1,440 days after the date of the Preliminary Agreement.

3. In the event of this tender being accepted in accordance with the Tender Notice on or before the date specified in the Tender Notice, the Preliminary Agreement shall constitute a legally binding agreement between me/us and the Vendor for the sale and purchase of the Property.

4. I/We hereby confirm and acknowledge that the Vendor has made the Property available for viewing by me/us before the signing and submission of this Form of Tender. \*I/We have viewed the Property at the time of \_\_\_\_\_ on the date of \_\_\_\_\_. / \*I/We have declined the Vendor's offer for viewing of the Property and notwithstanding that I/we have not viewed the Property, I/We am/are still willing to sign and submit this Form of Tender and the Preliminary Agreement and, if this tender is accepted by the Vendor, to proceed to purchase the Property in accordance with the terms and conditions of the Preliminary Agreement.

**(\* delete where inapplicable and initial against deletion)**

5. I/We enclose the following documents with this Tender:

- (a) a cashier's order (No. \_\_\_\_\_) issued by \_\_\_\_\_ in favour of "Kao, Lee & Yip Solicitors" for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;
- (b) in case of individual, a copy of my/our HKID Card/Passport;
- (c) in case of a company incorporated in Hong Kong, a copy of the Certificate of Incorporation, the Business Registration Certificate and the latest register of directors and annual return of our company; in case of a foreign company, the relevant company documents duly certified by a director of our company proving the company is duly incorporated in its place of incorporation and proving details of its directors;
- (d) in case of a company, a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender, the Preliminary Agreement and the other documents mentioned in the above in the manner as they are signed;
- (e) in case that this Form of Tender is signed by an agent or attorney, the original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID/Passport;
- (f) a Warning to Purchaser (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
- (g) a Declaration of Relationship (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;

- (h) the Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;
- (i) Purchaser's consent to use of personal data (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
- (j) a Confirmation regarding Tenderer's Estate Agent (in the form annexed hereto as **Appendix G**) duly completed and signed by the me/us and my/our estate agent;
- (k) an Acknowledgement Letter regarding Stamp Duty (in the form annexed hereto as **Appendix H**) duly completed and signed by me/us.

6. I/WE expressly agree that dispatch of the Preliminary Agreement to me/us at my/our Hong Kong correspondence address or registered office and/or my/our solicitor's correspondence address shown below by the Vendor shall constitute a formal and binding contract for the subject sale and purchase at the price and on the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Name of Tenderer : \_\_\_\_\_

Signature(s) of Tenderer/  
Name(s) and Signature(s) of  
Authorized Signatory(ies) or  
Agent(s) or Attorney(s) of  
Tenderer : \_\_\_\_\_

HKID No./Passport No./  
Business Registration No.  
of Tenderer : \_\_\_\_\_

Correspondence Address  
in Hong Kong\*/  
Registered Office  
of Tenderer : \_\_\_\_\_

Tel. No. of Tenderer: \_\_\_\_\_

Facsimile No. of Tenderer: \_\_\_\_\_

Name(s) of contact person(s)  
of Tenderer\*: \_\_\_\_\_  
Tel. No. of contact person(s)  
of Tenderer: \_\_\_\_\_

Tenderer's solicitor: \_\_\_\_\_

Tenderer's solicitor's  
correspondence address: \_\_\_\_\_

Name of Principal  
(if applicable): \_\_\_\_\_

HKID No./Passport No.  
of Principal (if applicable): \_\_\_\_\_

Correspondence Address  
of Principal (if applicable): \_\_\_\_\_

Name of Agent or Attorney  
(if applicable): \_\_\_\_\_

HKID No./Passport No.  
of Agent or Attorney (if applicable): \_\_\_\_\_

Name of Estate Agent  
(if any) appointed by  
Tenderer: \_\_\_\_\_

Licence No. of Estate  
Agent (if any) appointed  
by Tenderer  
(with copy of Estate Agent's  
licence attached hereto): \_\_\_\_\_

Contact Details of  
Estate Agent (if any)  
appointed by Tenderer: \_\_\_\_\_

***(\*if the tenderer is a foreign company, the tenderer must provide a correspondence address in Hong Kong and a contact person in Hong Kong with a Hong Kong telephone number.)***

APPENDIX B

The Masterpiece  
名鑄

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE  
("Preliminary Agreement")  
臨時買賣合約 ("臨時合約")

編號 Serial No.:  
日期 Date:

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below on the following terms and conditions and the "Other Terms and Conditions". 賣方及買方於此同意根據以下條款及附帶條款及條件出售及購買下述之物業。

Vendor  
賣方 Sunfield Investments Limited and Park New Astor Hotel Limited  
信暉投資有限公司及 Park New Astor Hotel Limited

Vendor's solicitors  
賣方律師 KAO, LEE & YIP 17/F, Gloucester Tower, The Landmark, Central, Hong Kong Tel.No.  
高李葉律師行 香港中環置地廣場告羅士打大廈十七樓 電話號碼 2844 4888

Purchaser  
買方 Purchaser Name(s)  
買方姓名 HKID No./ Passport No./ B.R.No.  
香港身份證號碼/護照號碼/商業登記證號碼

(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_  
(4) \_\_\_\_\_

Directors' names and HKID Nos./Passport Nos. (for corporate purchasers only)  
董事姓名及身份證號碼/護照號碼(只適用於買方為有限公司)

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

Purchaser's Correspondence/  
Registered Address  
買方通訊 / 註冊地址

Tel. No 電話號碼

Location of the Property & Name of the Development 物業地點與發展項目名稱 :			
The Masterpiece 名鑄			
K11, No 18 Hanoi Road, Kowloon 九龍河內道 18 號 K11			
The Property 本物業	Floor 樓	63 & 65	Unit 單位
		F	

簽訂正式買賣合約日期  
Date of signing of Agreement for Sale and Purchase \_\_\_\_\_

售價 Purchase Price	港幣 HK\$	圓	
	港幣 HK\$	圓	(即售價的 5%)為臨時訂金於簽訂本臨時合約時付清 equal to 5% of the Purchase Price being Preliminary Deposit shall be paid upon signing of this Preliminary Agreement
	港幣 HK\$	圓	(即售價的 5%)為加付訂金於本臨時合約日期後 60 日內付清 equal to 5% of the Purchase Price being Further Deposit shall be paid within 60 days after the date of this Preliminary Agreement
	港幣 HK\$	圓	(即售價的 90%)為售價餘款於本臨時合約日期後 1,440 日(“成交日期”)內付清 equal to 90% of the Purchase Price being Balance of the Purchase Price shall be paid within 1,440 days after the date of this Preliminary Agreement (“Completion Date”)

Unit F on the 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex)

茲收到買方港幣 Received from the Purchaser the sum of HK\$		作為簽訂本臨時合約同時應付之臨時訂金 Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement.	經手收款人 Received by
銀行名稱 Name of Bank	本票/支票號碼 Cashier Order / Cheque No.		簽署
It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and Clauses Nos. 1-30 under "Other Terms and Conditions" shall all form part of the Preliminary Agreement and are incorporated in the Preliminary Agreement for purchase of the Property herein. 買方在此同意及明白所有上列及附帶條款及條件下所述第 1-30 項有關購買本物業之規定均構成本臨時合約的部份，並納入本臨時合約。			

## OTHER TERMS AND CONDITIONS 附帶條款及條件:

- In this Preliminary Agreement :  
在本臨時合約中:
  - "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);  
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；
  - "working day" has the meaning given by section 2(1) of that Ordinance;  
“工作日”具有該條例第 2 (1) 條給予該詞的涵義；
  - the floor area of an item under clause 8(a) is calculated in accordance with section 8 (3) of that Ordinance; and  
第 8(a) 條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
  - the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.  
第 8(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
- The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.  
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
- It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed —  
按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須 —
  - by the Purchaser on or before \_\_\_\_\_(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and  
由買方於 \_\_\_\_\_(即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
  - by the Vendor on or before \_\_\_\_\_(i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
由賣方於 \_\_\_\_\_(即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
- The ad valorem stamp duty and the buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的從價印花稅及買家印花稅(如有的話)，由買方承擔。
- The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.  
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
- The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, (a) sign and return the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.  
買方需於本臨時合約之簽署日期之後五個工作天內(a)簽署並送回賣方律師樓所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。



7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed —  
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約—
- this Preliminary Agreement is terminated; and  
本臨時合約即告終止；及
  - the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and  
買方支付的臨時訂金，即被沒收歸於賣方；及
  - the Vendor does not have any further claim against the Purchaser for the failure.  
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
8. The measurements of the Property are as follows:  
本物業的量度尺寸如下：
- the saleable area of the Property is 195.814 square metres / 2,108 square feet \*[of which —]  
本物業的實用面積為 195.814 平方米 / 2,108 平方呎\*[，其中—]  

*[	square metres /	square feet is the floor area of the balcony];
*[	平方米 /	平方呎為露台的樓面面積]；
*[	square metres /	square feet is the floor area of the utility platform];
*[	平方米 /	平方呎為工作平台的樓面面積]；
*[	square metres /	square feet is the floor area of the verandah]; and
*[	平方米 /	平方呎為陽台的樓面面積]；及
  - other measurements are:  
其他量度尺寸為：

*[the area of the air-conditioning plant room is	square metres /	square feet];
*[空調機房的面積為	平方米 /	平方呎]；
*[the area of the bay window is	square metres /	square feet];
*[窗台的面積為	10.200 平方米 /	110 平方呎]；
*[the area of the cockloft is	square metres /	square feet];
*[閣樓的面積為	平方米 /	平方呎]；
*[the area of the flat roof is	square metres /	square feet];
*[平台的面積為	平方米 /	平方呎]；
*[the area of the garden is	square metres /	square feet];
*[花園的面積為	平方米 /	平方呎]；
*[the area of the parking space is (each)	square metres /	square feet];
*[停車位的面積為(每個)	平方米 /	平方呎]；
*[the area of the roof is	square metres /	square feet];
*[天台的面積為	平方米 /	平方呎]；
*[the area of the stairhood is	square metres /	square feet];
*[梯屋的面積為	平方米 /	平方呎]；
*[the area of the terrace is	square metres /	square feet];
*[前庭的面積為	平方米 /	平方呎]；
*[the area of the yard is	square metres /	square feet];
*[庭院的面積為	平方米 /	平方呎]。
- \*Delete as appropriate.  
\*將不適用者刪去。
9. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached List 1.  
本物業買賣所包括的裝置、裝修物料及設備載列於附件 1。
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.  
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.  
買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

12. For the purposes of clause 11, the following is the “Warning to Purchasers” —  
就第 11 條而言，“對買方的警告”內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed. 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.  
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.  
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.  
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.  
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
13. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor’s solicitor during office hours on or before the Completion Date.  
買賣雙方同意於成交日期日或之前於辦公時間內在賣方律師辦公地點完成交易。
14. Subject as mentioned in the other provisions of the Preliminary Agreement, the Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.  
除本臨時合約的其他條款有所提及，賣方需於成交時將本物業交吉予買方。
15. The Purchaser acknowledges that the Purchaser has been informed, and is aware of, and the Purchaser agrees to and accepts that (a) the Purchaser is deemed to purchase with full knowledge of the physical condition of the Property and all the fittings, finishes and appliances therein and shall take them as they stand; and (b) the Purchaser shall not raise any requisition or objection as regards the physical condition of the Property and/or all or any of the said fittings, finishes and appliances or as regards anything arising from the foregoing paragraph (a), nor shall the Purchaser refuse to complete the sale and purchase or seek any adjustment in the Purchase Price by reason of anything aforesaid.  
買方確認已獲告知並知悉及買方同意及接受(a)買方將被視作完全知悉及須接受該物業及其內之裝置、裝修物料及設備之實質狀況；及(b)買方不可以就該物業及/或所有或任何部份之裝置、裝修物料及設備之實質現狀，或因前述(a)段所產生之任何事宜向賣方提出任何質詢或反對，亦不可因任何以上所述拒絕成交此買賣或要求調整售價。
16. Before the Purchaser is entitled to possession of the Property, the Purchaser shall pay to the Manager of the Development or the Vendor all the deposits, special fund, debris removal fee and (if any) advance payments which are payable in respect of the Property under the Deed of Mutual Covenant incorporating Management Agreement (“DMC”) and the Purchaser shall 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 Provided that if any of the special fund, deposits and (if any) advance payments mentioned above have 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) upon completion of the sale and purchase of the Property, whether or not such special fund, deposits or (if any) advance payment are transferable or refundable under the DMC.  
買家在取得物業管有權之前，須按大廈公契暨管理協議（「公契」）向賣方或發展項目的管理人支付一切按金、特別基金、廢料清理費用及(如有的話)預付費用，及須向賣方補還賣方所付之一切有關發展項目的公用地方或公用部份的水、電力及氣體(如有的話)按金之應付部份，但如上述任何特別基金、按金及(如有的話)預付費用已由賣方支付予發展項目的管理人，則不論該等特別基金、按金及(如有的話)預付費用是否按公契可予轉讓或退還，買家均須在物業成交時將有關已付費用補還予賣方(而非支付予管理人)。
17. (a) All stamp duty arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment, the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the DMC and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser. (b) The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property. (c) The Purchaser shall pay his own solicitors’ legal costs and disbursements in respect of the Agreement and the subsequent Assignment.  
(a)有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅，上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約製作、登記及完全之費用及其他有關本物業之文件等費用，蓋由買方負責。(b)一切有關本物業按揭律師費及代墊付費用，均由買方負責。(c)買方須負責其代表律師在有關正式合約及其後之轉讓契之律師費用及代墊付費用。
18. The Purchaser shall sign the Agreement in the form prepared by the Vendor’s Solicitors without amendment.  
買方須簽署由賣方律師草擬的正式合約，且不對賣方律師草擬的正式合約作任何修改。
19. The terms and conditions of this Preliminary Agreement shall supersede any oral agreement or representation at any time made by the Vendor or by any person on behalf of the Vendor.  
本臨時合約之條款及條文將取代賣方或其代表任何時間所作出之任何其口頭協議或陳述。

20. All Further Deposit, Part Payment of the Purchase Price, the Balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.  
上述加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師樓之銀行本票支付。
21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.  
如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
22. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.  
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
23. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.  
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
24. The Vendor will provide an "Early Move-in Benefit" to the Purchaser (but not his sub-purchaser, donee, nominee, beneficiary, attorney or other transferee) subject to and in accordance with the terms and conditions set out in the Schedule 1 attached hereto.  
受本臨時合約附表一的條款和條件規限的情況下，賣方將向買方提供(不包括買方的轉買方，受贈人，代理人，受益人，授權人或其他承讓人)「提前入住優惠」。
25. The Vendor will provide a "Standby Completion Extension Benefit (maximum 2 years extension)" to the Purchaser (but not his sub-purchaser, donee, nominee, beneficiary, attorney or other transferee) subject to and in accordance with the terms and conditions set out in the Schedule 2 attached hereto.  
受本臨時合約附表二的條款和條件規限的情況下，賣方將向買方提供(不包括買方的轉買方，受贈人，代理人，受益人，授權人或其他承讓人)「備用成交期延伸優惠(上限延伸 2 年)」。
26. The Vendor will provide an "Early Settlement Cash Rebate" to the Purchaser (but not his sub-purchaser, donee, nominee, beneficiary, attorney or other transferee) subject to and in accordance with the terms and conditions set out in the Schedule 3 attached hereto.  
受本臨時合約附表三的條款和條件規限的情況下，賣方將向買方提供(不包括買方的轉買方，受贈人，代理人，受益人，授權人或其他承讓人)「提前付清樓價現金回贈」。
27. The Vendor will provide a "Cash Rebate Benefit" to the Purchaser (but not his sub-purchaser, donee, nominee, beneficiary, attorney or other transferee) subject to and in accordance with the terms and conditions set out in the Schedule 4 attached hereto.  
受本臨時合約附表四的條款和條件規限的情況下，賣方將向買方提供(不包括買方的轉買方，受贈人，代理人，受益人，授權人或其他承讓人)「現金回贈」。

28. Time shall in every respect be of the essence of this Preliminary Agreement.  
本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
29. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.  
本臨時合約之中文版本乃英文版本的譯本，謹供參考之用，如解釋有任何差異出入或爭議，概以英文文本為準。
30. (a) A person who is not a party to this Preliminary Agreement (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Rights of Third Parties Ordinance”) to enforce or to enjoy the benefit of any term or condition of this Preliminary Agreement.  
除本臨時合約的雙方外，任何其他人士（“第三者”）均沒有權按《合約(第三者權利)條例》(香港法例第 623 章)（“該條例”）強制執行或享有本臨時合約的任何條款或條件的利益。
- (b) Notwithstanding anything contained in this Preliminary Agreement, no consent from any Third Party shall be required to rescind or vary this Preliminary Agreement at any time.  
儘管本臨時合約的任何條款或有規定，本臨時合約於任何時候的撤銷或更改並不須按該條例取得任何第三者的同意。
- (c) For the avoidance of doubt, the provisions of this clause 31 shall apply and be deemed to be incorporated in any document supplemental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this clause 31 shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.  
為免生疑問，本第 31 條適用於及當作為包括於任何雙方之間就該物業不時簽訂為補充本臨時合約的文件。然而，本第 31 條的規定並不影響或損害任何第三方於該條例以外現存或可用的權利或補償。

買方  
Purchaser

代表信暉投資有限公司簽署  
For and on behalf of Sunfield  
Investments Limited

代表 Park New Astor Hotel Limited  
簽署  
For and on behalf of Park New Astor  
Hotel Limited

\_\_\_\_\_  
簽名 Signature

# Fittings, finishes and appliances

## 裝置、裝修物料及設備

Applicable to all units, except Unit C, Unit D & Unit E on 59/F, Unit D & Unit E on 62/F, Unit D on 63/F & 65/F and Unit B on 66/F & 67/F  
(For fittings, finishes and appliances of the above units, please refer to separate tables under this section.)

1. Exterior finishes	
Item	Description
(a) External wall	Finished with crystallized glass artificial stone, aluminium cladding and tempered glass.
(b) Window	Aluminium window frames with fluorocarbon coating and single pane clear tempered glass.
(c) Bay window	Reinforced concrete bay windows with aluminium cladding exterior finish, window in aluminium frames fitted with clear tempered glass, internal window sill in natural stone.
(d) Planter	Nil
(e) Verandah or balcony	Nil
(f) Drying facilities for clothing	Nil

2. Interior finishes	
Item	Description
(a) Lobby	<b>G/F Entrance Lobby</b> Walls are decorated with natural stone, artificial stone, wood veneer, glass, mirror and metal panel. Floors are finished with natural and artificial stone. Gypsum board false ceiling is provided and finished with emulsion paint. <b>Typical Lift Lobbies</b> Walls are finished with natural stone, artificial stone, wood veneer, glass and mirror panel. Floors are finished with natural stone and artificial stone. Gypsum board false ceiling is provided and finished with emulsion paint.
(b) Internal wall and ceiling	Walls and ceilings of Living & Dining Room, Master Bedroom and all Bedrooms are finished with emulsion paint. Some areas are provided with gypsum board false ceiling and bulkhead, and finished with emulsion paint.
(c) Internal floor	Living & Dining Room, Master Bedroom and all Bedrooms are finished with engineered timber flooring and timber skirting.
(d) Bathroom	Walls (except those areas covered by the vanity cabinet, mirror cabinet and above the false ceiling level) are finished with ceramic tiles, glass or mirror. Floors (except those areas under the bath tub and areas covered by the basin cabinet) are finished with stone and aluminium false ceiling is provided. The wall finishes run up to the false ceiling.
(e) Kitchen	Walls (except those areas covered by the kitchen cabinet and above the false ceiling level) are finished with natural stone and artificial stone. Floors (except those areas covered by the kitchen cabinet) are finished with natural stone and artificial stone. Aluminum false ceiling is provided. Cooking bench top is fitted with tempered glass. The wall finishes run up to the false ceiling.

3. Interior fittings	
Item	Description
(a) Doors	<b>Main Entrance of Residential Units -</b> Timber veneer finish fire rated timber door. Fitted with lockset, concealed door closer, magic eye viewer and door chain. <b>Master Bedroom, Bedrooms -</b> Timber veneer finish timber door. Fitted with lockset. <b>Kitchen -</b> Timber veneer finish fire rated timber door with fire resistant glass panel. Fitted with lockset and door closer. <b>Master Bathroom, Bathrooms -</b> Timber veneer finish timber door. Fitted with lockset. <b>Store Room -</b> Timber veneer finish timber door. Fitted with lockset. <b>Lavatory and Toilet accessed from store -</b> Timber veneer finish timber door. Fitted with lockset.
(b) Bathroom	Mirror cabinet finished with wood veneer, mirror and stainless steel, and fitted with glass shelf. Vanity counter with natural stone counter top. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin, enamelled pressed steel bath tub, chrome plated wash basin mixer, chrome plated bath mixer, chrome plated bath tub shower set (if no separate shower) and chrome plated shower mixer with shower set for separate shower. Indirect feed and copper pipes are used for cold and hot water supply system. Ventilation fan is installed. UPVC pipes are used for flushing water supply system.  Size of bath tub: Typical units : 1500mm L x 700mm W x 398mm D Simplex units & Duplex units (except Duplex Unit B and H) : 1700mm L x 800mm W x 429mm D Duplex units B and H : 2000mm L x 1000mm W x 440mm D
(c) Kitchen	Kitchen cabinet of chipboard, MDF board, plywood, and melamine faced chipboard door panels and lacquer finished door panels with stainless steel sink and chrome plated sink mixer. Kitchen cabinet counter top with artificial stone surface material. Indirect feed and copper pipes are used for cold and hot supply system. Ventilation fan is installed.
(d) Bedroom	No fitting
(e) Telephone	Telephone connection points are provided in Living & Dining Room and Bedrooms. For location and number of connection points, please refer to the “Mechanical & Electrical Provisions Plan” and “Schedule of Mechanical & Electrical Provisions of Residential Properties”.
(f) Aerials	TV/FM outlets for the reception of local TV programs and radio are provided in Living & Dining Room and Bedrooms. For location and number of connection points, please refer to the “Mechanical & Electrical Provisions Plan” and “Schedule of Mechanical & Electrical Provisions of Residential Properties”.

# Fittings, finishes and appliances

## 裝置、裝修物料及設備

Applicable to all units, except Unit C, Unit D & Unit E on 59/F, Unit D & Unit E on 62/F, Unit D on 63/F & 65/F and Unit B on 66/F & 67/F  
(For fittings, finishes and appliances of the above units, please refer to separate tables under this section.)

3. Interior fittings	
Item	Description
(g) Electrical installations	Three-phase electricity supply with miniature circuit breaker distribution boards completed with residual-current device is provided. Conduits are partly concealed and partly exposed.* For location and number of socket points and air conditioner points, please refer to the “Mechanical & Electrical Provisions Plan” and “Schedule of Mechanical & Electrical Provisions of Residential Properties”. *Note : Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.
(h) Gas supply	Space for towngas meter is provided at Kitchen, with supply to the gas cooker-hob inside Kitchen.
(i) Washing machine connection point	Washing machine connection points (water inlet and water outlet) are provided. For location of connection points, please refer to the “Mechanical & Electrical Provisions Plan”.
(j) Water supply	Indirect feed and copper pipes are used for cold and hot water supply system. UPVC pipes are used for flushing water system. Water pipes are partly concealed and partly exposed.* *Note : Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. Some of the exposed water pipes are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.

4. Miscellaneous	
Item	Description
(a) Lifts	3 nos. of “Schindler” (model no. 7000) lifts for residential tower serving G/F, 8/F, 9/F, 27/F-33/F, 35/F-43/F, 45/F-53/F & 55/F-58/F. 2 nos. of “Schindler” (model no. 7000) lifts for residential tower serving G/F, 8/F, 9/F, 47/F, 59/F- 63/F & 66/F. 1 no. of “Schindler” (model no. 7000) fireman’s and service lift serving B4/F-33/F, 35/F-43/F, 45/F-53/F, 55/F-63/F & 66/F. 2 nos. of “Schindler” (model no. 7000) lifts for access to car park, serving B4/F-3/F.
(b) Letter box	Stainless steel letter boxes are provided.
(c) Refuse collection	Refuse will be collected by cleaners from refuse rooms at residential floors and centrally handled at the refuse collection chamber located on B3/F, and removed by refuse vehicle.
(d) Water meter, electricity meter and gas meter	<b>Water Meter -</b> Separate water meter for individual residential unit is provided at water meter cabinet at residential floor of tower. <b>Electricity Meter -</b> Separate electricity meter for individual residential unit is provided at electricity meter cabinet at residential floor of tower. <b>Gas Meter -</b> Space for separate towngas meter is provided at kitchen of individual residential unit.

5. Security facilities	
Item	Description
Security System and equipment	CCTV cameras are provided at G/F entrance lobbies and lift cars and connected to caretaker’s counter. Video door phone connected to G/F entrance lobby is provided for each residential property.

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.

Remarks :

Typical Units :  
Unit A, B, C, D, E, F, G, H, J, K & L on 27/F-57/F (34/F, 44/F and 54/F omitted).

Simplex Units :  
Unit A, B, C, D, E & F on 58/F-62/F.

Duplex Units :  
Unit A, B, C, D, E, F, G, H & J on 63/F & 65/F and 66/F & 67/F (64/F omitted).



# Fittings, finishes and appliances

## 裝置、裝修物料及設備

適用於所有單位，除59樓C單位、D單位及E單位、62樓D單位及E單位、63樓和65樓D單位及66樓和67樓B單位外。  
(上述單位的裝置、裝修物料及設備之列表已另載於本章節)

1. 外部裝修物料	
細項	描述
(a) 外牆	鋪砌微晶人造石、鋁板及強化玻璃。
(b) 窗	氟化碳噴塗鋁窗框連單片強化清玻璃。
(c) 窗台	鋼筋混凝土窗台、外部鋁板飾面、鋁窗框鑲強化清玻璃。室內窗台鋪天然石。
(d) 花槽	沒有
(e) 陽台或露台	沒有
(f) 乾衣設施	沒有

2. 室內裝修物料	
細項	描述
(a) 大堂	<b>地下升降機大堂</b> 牆身鋪砌天然石材、人造石材、木材飾面、玻璃、鏡及金屬板。地台鋪砌天然石材及人造石材。設有石膏板假天花髹上乳膠漆。 <b>標準層升降機大堂</b> 牆身鋪砌天然石材、人造石材、木材飾面、玻璃及鏡片。地台鋪砌天然石材及人造石材。設有石膏板假天花髹上乳膠漆。
(b) 內牆及天花板	客飯廳、主人睡房及所有睡房內牆及天花髹乳膠漆，部份位置設有石膏板假天花及假陣，髹乳膠漆。
(c) 內部地板	客飯廳、主人睡房及所有睡房內部地台鋪砌複合木地板及木腳線。
(d) 浴室	牆身鋪砌瓷磚、玻璃或鏡飾面(面盆櫃背、鏡櫃背牆身及假天花以上除外)。地台鋪砌石材(浴缸底及面盆櫃底除外)。裝設鋁質假天花。牆身飾面鋪砌至假天花高度。
(e) 廚房	牆身鋪砌天然石材及人造石材(櫥櫃背牆身及假天花以上除外)。地台鋪砌天然石材及人造石材(櫥櫃底除外)。裝設鋁質假天花。灶台面為強化玻璃檯面。牆身飾面鋪砌至假天花高度。

3. 室內裝置	
細項	描述
(a) 門	<b>單位大門 -</b> 選用木面防火木門。裝設門鎖、暗氣鼓、防盜眼及防盜鏈扣。 <b>主人睡房、睡房 -</b> 選用木面木門。裝設門鎖。 <b>廚房 -</b> 選用木面防火木門及防火玻璃，裝設門鎖及氣鼓。 <b>主人浴室、浴室 -</b> 選用木面木門、裝設門鎖。 <b>儲物房 -</b> 選用木面木門。裝設門鎖。 <b>儲物房內進之洗手間 -</b> 選用木面木門。裝設門鎖。
(b) 浴室	選用木面、鏡面及不銹鋼飾面鏡櫃，配置玻璃層板。天然石材檯面。潔具及設備包括陶瓷坐廁、陶瓷洗手盆、瓷釉鋼製浴缸、鍍鉻洗手盆冷熱水龍頭、鍍鉻浴缸冷熱水龍頭、鍍鉻浴缸花灑套裝(如沒有獨立淋浴間)及鍍鉻花灑冷熱水龍頭套裝設於獨立淋浴間。冷熱水經間接供水系統並採用銅喉。設有抽氣扇。沖廁供水系統採用膠喉管。  浴缸尺寸： 標準單位：1500毫米長 x 700毫米闊 x 398毫米深 相連單位及複式單位(複式單位B及H除外)：1700毫米長 x 800毫米闊 x 429毫米深 複式單位B及H：2000毫米長 x 1000毫米闊 x 440毫米深
(c) 廚房	廚櫃組合選用纖維合成板、中密度纖維板、夾板及密胺樹脂飾面門板及噴塗漆門板，配不銹鋼洗滌盆，鍍鉻洗手盆冷熱水龍頭及人造石材料檯面。冷熱水經間接供水系統並採用銅喉。設有抽氣扇。
(d) 睡房	沒有裝置
(e) 電話	客飯廳及睡房均裝設有電話插座。有關接駁點的位置及數量，請參考「機電裝置平面圖」及「機電裝置數量說明表」。
(f) 天線	客飯廳及睡房均裝設有可接收本地電視節目及電台節目的電視/收音機天線插座。有關接駁點的位置及數量，請參考「機電裝置平面圖」及「機電裝置數量說明表」。
(g) 電力裝置	提供三相電力配電箱並裝置有漏電斷路器。導管是部分隱藏及部分外露。* 有關電插座及空調機接駁點的位置及數量，請參考「機電裝置平面圖」及「機電裝置數量說明表」。 *註釋：除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管大部分以假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏。
(h) 氣體供應	廚房內預留位置安裝獨立煤氣錶。室內煤氣喉接駁至廚房之煤氣煮食爐。

# Fittings, finishes and appliances

## 裝置、裝修物料及設備

適用於所有單位，除59樓C單位、D單位及E單位、62樓D單位及E單位、63樓和65樓D單位及66樓和67樓B單位外。  
(上述單位的裝置、裝修物料及設備之列表已另載於本章節)

3. 室內裝置	
細項	描述
(i) 洗衣機接駁點	提供洗衣機接駁點（來水位及去水位）。有關接駁點的位置，請參考「機電裝置平面圖」。
(j) 供水	冷熱水經間接供水系統並採用銅喉管。沖廁用供水採用膠喉管。水管是部分隱藏及部分外露。* *註釋：除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。部分外露的水管以假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏。

4. 雜項	
細項	描述
(a) 升降機	設有3部"Schindler"(產品型號:7000)升降機直達地下, 8樓, 9樓, 27樓-33樓, 35樓-43樓, 45樓-53樓及55樓-58樓。 設有2部"Schindler"(產品型號:7000)升降機直達地下, 8樓, 9樓, 47樓, 59樓-63樓及66樓。 設有1部"Schindler"(產品型號:7000)消防及運貨升降機直達地庫4層-33樓、35樓-43樓、45樓-53樓、55樓-63樓及66樓。 設有2部"Schindler"(產品型號:7000)往停車場升降機，直達地庫4層-3樓
(b) 信箱	設置不銹鋼信箱。
(c) 垃圾收集	垃圾會由每層住宅樓層之垃圾房由清潔工人收集及運送到地庫三層垃圾收集房集中處理，由垃圾車運走。
(d) 水錶、電錶及氣體錶	每戶住宅單位之獨立水錶安裝於大廈每層住宅之水錶箱內。 每戶住宅單位之獨立電錶安裝於大廈每層住宅層之電錶箱內。 每戶住宅單位之廚房內預留獨立煤氣錶位置。

5. 保安設施	
細項	描述
保安系統及設備	閉路電視設於地下入口大堂、大廈升降機，並連接管理員櫃檯。每個住宅物業設視像對講機連接地下入口大堂。

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

標準單位：  
27樓至57樓A, B, C, D, E, F, G, H, J, K及L單位(不設34樓，44樓及54樓)。

相連單位：  
58樓至62樓A, B, C, D, E及F單位。

複式單位：  
63樓和65樓及66樓和67樓A, B, C, D, E, F, G, H及J單位(不設64樓)。



**SCHEDULE 1**  
**Early Move-in Benefit**  
**(referred to in Clause 24 of this Preliminary Agreement)**

1. Subject to and in accordance with the following terms and conditions, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of the sale and purchase of the Property (**"Early Move-in Benefit"**):-

- (a) The Early Move-in Benefit is applicable to an individual Purchaser only who shall have signed the formal Agreement for Sale and Purchase (**"Agreement"**) of the Property in accordance with this Preliminary Agreement; and
- (b) the Purchaser shall have submitted an application form duly signed by the Purchaser to the Vendor for the Early Move-in Benefit within 60 days after the date of this Preliminary Agreement; and
- (c) the Purchaser shall have signed a licence agreement (**"Licence Agreement"**) in the Vendor's prescribed form and content without any amendment within 60 days after the date of this Preliminary Agreement; and
- (d) the Purchaser shall have paid to the Vendor not less than 10% of the Purchase Price in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit); and
- (e) the Purchaser shall have separately paid a licence fee (**"Licence Fee"**) equivalent to 5% of the Purchase Price by a cashier's order issued by a bank duly licensed under section 16 of the Banking Ordinance upon signing of the Licence Agreement. The Licence Fee shall be applied in accordance with paragraph 3 below; and
- (f) the licence period shall commence on the date specified in the Licence Agreement and expire on the earliest of the following:-
  - (i) the termination of this Preliminary Agreement or the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit) for whatever reason;

- (ii) the termination of the Licence Agreement for whatever reason;
  - (iii) the completion of the sale and purchase of the Property; and
  - (iv) the 1,440<sup>th</sup> day after the date of this Preliminary Agreement (or if applicable, the extended date of completion of sale and purchase as specified in the revised agreement(s) for sale and purchase or supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit); and
- (g) the Purchaser shall bear all legal costs and expenses (including stamp duty and adjudication fee, if any) arising from or incidental to the Licence Agreement; and
- (h) the Vendor shall be entitled to terminate the Licence Agreement if (i) the Purchaser fails to make any payment in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit); (ii) the Purchaser fails to complete the sale and purchase of the Property in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit); (iii) the Purchaser breaches any terms under the Licence Agreement; or (iv) the occurrence of such circumstances resulting in termination of the Licence Agreement pursuant to the provisions of the Licence Agreement. In such circumstances, the Licence Fee is non-refundable.
- (i) If the Purchaser completes the sale and purchase of the Property earlier than the scheduled date of completion as specified in the Agreement, the Purchaser shall be offered with the payment of the management fees for a period from the date of assignment to the said scheduled date of completion by the Vendor on his/her/their behalf (both dates inclusive).

2. For the avoidance of doubt, the Vendor shall not be obliged to provide the Early Move-in Benefit to the Purchaser and the Vendor's agreement to provide the Early

Move-in Benefit shall cease and shall have no further force or effect if:-

- (a) this Preliminary Agreement or the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit) is/are terminated or cancelled for whatever reason; or
  - (b) the application form as referred to in paragraph 1(b) above has not been received by the Vendor's solicitor within the stipulated timeframe or the Licence Agreement has not been signed by the Purchaser within the stipulated timeframe as referred to in paragraph 1(c) above. Time shall be of essence in this respect;
3. Subject to completion of the sale and purchase of the Property by the Purchaser in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit) and such other terms and conditions as prescribed by the Vendor, the Licence Fee will be applied for part payment of the balance of the Purchase Price directly by the Vendor upon completion of the sale and purchase of the Property. In any other circumstances, the Licence Fee is non-refundable.
4. The rights or benefits conferred on the Purchaser under this Schedule are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.
5. The Early Move-in Benefit is subject to other terms and conditions as shall be prescribed by the Vendor.

**附表一**

**提前入住優惠**

(在本臨時合約第 24 條提及)

1. 受限於並依據下列條款及條件，賣方可給予買方許可證以准許買方以許可人的身份在本物業買賣交易完成前佔用本物業（「**提前入住優惠**」）： -
  - (a) 提前入住優惠只適用於個人買方，個人買方須已根據本臨時合約簽署本物業的正式買賣合約（「**正式合約**」）；及
  - (b) 買方須於本臨時合約的日期後 60 日內，向賣方遞交買方已簽妥的提前入住優惠的申請表格；及
  - (c) 買方須於本臨時合約的日期後 60 日內，簽署一份經由賣方訂明而未作任何修改的許可協議（「**許可協議**」）；及
  - (d) 買方須已根據本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)向賣方繳付不少於售價的 10%；及
  - (e) 買方須於簽訂許可協議時，以根據《銀行業條例》第 16 條的規定獲發牌的銀行簽發的本票，向賣方另外繳付相等於售價 5%之許可證費用（「**許可證費用**」），而許可證費用將按以下第 3 段所述的方式使用；及
  - (f) 許可期最早由許可協議所訂明之日開始，並於以下或一事項(以最早者為準)屆滿： -
    - (i) 無論出於任何原因，本臨時合約或正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)被終止；
    - (ii) 無論出於任何原因，許可協議被終止；
    - (iii) 本物業的買賣交易的完成；及
    - (iv) 本臨時合約的日期後第 1,440 日(或如適用，按備用成交期延伸優惠需簽訂的修改後的買賣合約或補充合約裏訂明的延後買賣本物業的成交日期)；及
  - (g) 買方須負責所有就許可協議而產生或附帶的律師費及支出（包括印花稅及裁定費(如有)）；及

- (h) 賣方將有權利終止許可協議如 ( i ) 買方未能按本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)繳付任何款項；  
( ii ) 買方未能按本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)完成本物業的買賣； ( iii ) 買方違反許可協議的任何條款；或 ( iv ) 該等情況發生導致許可協議按其條款終止。在上述情況下，許可證費用將不會被退回。
- (i) 如買方提前於正式合約指明之原定的成交日期前完成本物業之買賣，買方可獲贈賣方代繳由簽署轉讓契日期起至該原定的成交日期期間之管理費(包括首尾兩日)。
2. 為免疑義，如果發生任何下列情況，賣方無義務向買方提供提前入住優惠且賣方提供提前入住優惠的協議將停止且不再有任何效力： -
- (a) 無論出於任何原因，本臨時合約及/或正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)被終止或取消；或
- (b) 賣方未有在限定的時間內收到上述第 1(b)段提及的申請表格或買方未有如上述第 1(c)段提及之限定的時間內簽署許可協議。時間在此方面為要素；
3. 受限於買方根據本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的買賣合約及補充合約)及由賣方施加的其他條款及條件完成本物業的買賣，賣方於本物業買賣成交時，將會將許可證費用直接用於支付部份售價餘款。在任何其他情況下，許可證費用將不可退還。
4. 本附表授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。
5. 提前入住優惠受由賣方施加的其他條款及條件約束。

## **SCHEDULE 2**

### Standby Completion Extension Benefit (maximum 2 years extension) (referred to in Clause 25 of this Preliminary Agreement)

1. Subject to and in accordance with the following terms and conditions, the Vendor may grant to the Purchaser an extension of date of completion of sale and purchase of the Property for not more than 2 years (equivalent to 720 days) (the “**Extended Completion Date**”) from the scheduled date of completion of sale and purchase as specified in the formal Agreement for Sale and Purchase (the “**Agreement**”) (hereinafter referred to as “**Standby Completion Extension Benefit**”):-

- (a) The Standby Completion Extension Benefit is applicable to an individual Purchaser only who shall have signed the Agreement in accordance with this Preliminary Agreement; and
- (b) the Purchaser shall have submitted an application form duly signed by the Purchaser to the Vendor for the Standby Completion Extension Benefit at least 60 days before the scheduled date of completion of sale and purchase as specified in this Preliminary Agreement and the Agreement (or if applicable, the extended date of completion of sale and purchase as specified in the supplemental agreement); and
- (c) the Purchaser shall have signed a supplemental agreement in the Vendor’s prescribed form and content without any amendment at least 60 days before the scheduled date of completion of sale and purchase as specified in this Preliminary Agreement and the Agreement (or if applicable, the extended date of completion of sale and purchase as specified in the supplemental agreement); and
- (d) the Purchaser shall have paid to the Vendor not less than 10% of the Purchase Price in accordance with this Preliminary Agreement and the Agreement; and
- (e) the Purchaser shall have separately paid to the Vendor a completion extension fee (“**Completion Extension Fee**”) which is equivalent to 3% of the Purchase Price per year (equivalent to 360 days) by a cashier’s order issued by a bank duly licensed under section 16 of the Banking Ordinance upon signing of the supplemental agreement. For the avoidance of doubt, if the Purchaser has applied for an extension of 1 year (equivalent to 360 days) (any part of a year shall be rounded up to a year), the Purchaser shall pay a Completion Extension Fee equivalent to 3% of the Purchase Price. If the Purchaser has applied for an extension of 2 years in total (equivalent to 720 days), the Purchaser shall pay a Completion Extension Fee equivalent to 6% of the Purchase Price in total. The maximum number of usage of the Standby Completion Extension Benefit shall be 2 times. The maximum period of extension shall be 2 years (equivalent to 720 days). The

maximum Completion Extension Fee shall be 6% of the Purchase Price. The Completion Extension Fee is non-refundable; and

- (f) the Purchaser shall bear all legal costs and expenses (including stamp duty and adjudication fee, if any) arising from or incidental to the Standby Completion Extension Benefit and/or the signing of the supplemental agreement(s).

2. If the Extended Completion Date is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the Extended Completion Date shall fall on the next working day.

3. The rights or benefits conferred on the Purchaser under this Schedule are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

4. The Standby Completion Extension Benefit is subject to other terms and conditions as shall be prescribed by the Vendor.

## 附表二

### 備用成交期延伸優惠 ( 上限延伸 2 年 )

(在本臨時合約第 25 條提及)

1. 受限於並依據下列條款及條件，賣方可給予買方由正式買賣合約(「**正式合約**」)指明的原定的買賣成交日期起計不多於 2 年 ( 相等於 720 天內 ) 的延伸本物業的買賣成交日期(「**延後交易日**」)(以下簡稱「**備用成交期延伸優惠**」)： -
  - (a) 備用成交期延伸優惠只適用於個人買方。個人買方須已根據本臨時合約簽署本物業的正式合約；及
  - (b) 買方須最少於本臨時合約及正式合約訂明的原定的買賣成交日期 ( 或如適用，補充協議訂明的已延伸的買賣成交日期 ) 的 60 日前，向賣方遞交買方已簽妥的備用成交期延伸優惠的申請表格；及
  - (c) 買方須最少於本臨時合約及正式合約訂明的原定的買賣成交日期 ( 或如適用，補充協議訂明的已延伸的買賣成交日期 ) 的 60 日前，簽署一份經由賣方訂明而未作任何修改的補充協議；及
  - (d) 買方須已根據本臨時合約及正式合約向賣方繳付不少於樓價的 10%；及
  - (e) 買方須已於簽署補充協議時，以根據《銀行業條例》第 16 條的規定獲發牌的銀行簽發的本票，向賣方另外繳付每年 ( 相等於 360 天內 ) 相等於樓價 3% 的成交期延伸費用(「**成交期延伸費用**」)。為免疑問，若買方申請之延伸年期為 1 年 ( 相等於 360 天內 ) ( 不足 1 年亦以 1 年計算 )，買方需繳付相等於樓價 3% 的成交期延伸費用。若買方申請之延伸年期為 2 年 ( 相等於 720 天內 )，買方需繳付相等於樓價 6% 的成交期延伸費用。買方使用備用成交期延伸優惠次數上限為 2 次。延伸年期總長上限為 2 年 ( 相等於 720 天內 )。成交期延伸費用上限為樓價 6%。成交期延伸費用將不可退還；及
  - (f) 買方須負責所有就備用成交期延伸優惠及/或簽署補充協議而產生或附帶的的律師費及支出( 包括印花稅及裁定費(如有) )。
2. 如延後交易日不是工作日 ( 按《一手住宅物業銷售條例》第 2(1)條所定義 )，則延後交易日定為下一個工作日。
3. 本附件授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。
4. 備用成交期延伸優惠受由賣方施加的其他條款及條件約束。



**SCHEDULE 3**  
**Early Settlement Cash Rebate**  
**(referred to in Clause 26 of this Preliminary Agreement)**

1. Subject to and in accordance with the terms and conditions contained in this Schedule, if the Purchaser settles the full amount of the whole of the Purchase Price in advance of the date of payment of the balance of the Purchase Price specified in this Preliminary Agreement and the formal Agreement for Sale and Purchase (the “**Agreement**”) (provided that the date of such full settlement shall be within the period(s) specified in the table below) and completes the sale and purchase of the Property, the Purchaser may be entitled to a cash rebate offered by the Vendor according to the table below (the “**Completion Benefit**”).

<b>Date of full payment of the Purchase Price</b>	<b>Amount of cash rebate</b>
Within 180 days after the date of this Preliminary Agreement	3% of the Purchase Price
Within the period from 181 to 720 days after the date of this Preliminary Agreement	2% of the Purchase Price
Within the period from 721 to 1,080 days after the date of this Preliminary Agreement	1% of the Purchase Price

The date of full settlement of the Purchase Price shall be the date on which the full Purchase Price is received by the Vendor’s solicitors.

2. The Purchaser shall notify the Vendor in writing to apply for the Completion Benefit at least 30 days before the intended date of full settlement of the Purchase Price. After the Vendor has received the application and duly verified the information, the Vendor will upon completion of sale and purchase of the Property apply the Completion Benefit (if offered) for part payment of the balance of the Purchase Price directly. Irrespective of whether or not the application for Completion Benefit is approved by the Vendor, the Purchaser shall complete the sale and purchase of the Property in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit).
3. If the last day of any period as set out in paragraph (1) above is not a working day (as defined in section 2(1) of the Residential Properties (First-hand Sales) Ordinance), the said day shall fall on the next working day.

4. For the avoidance of doubt, the Vendor shall not be obliged to provide the Completion Benefit to the Purchaser and the Vendor's agreement to provide the Completion Benefit shall cease and shall have no further force or effect if:-

(a) this Preliminary Agreement or the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit) is/are terminated or cancelled for whatever reason; or

(b) the Purchaser fails to make any payment in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit), or breaches any terms and conditions thereof; or

(c) the Purchaser fails to complete the sale and purchase of the Property in accordance with this Preliminary Agreement and the Agreement (if applicable, including all revised agreement(s) for sale and purchase and supplemental agreement(s) required to be entered into under the Standby Completion Extension Benefit); or

(d) a written application as referred to in paragraph 2 above has not been received by the Vendor's solicitor within the stipulated timeframe. Time shall be of essence in this respect.

5. The rights or benefits conferred on the Purchaser under this Schedule are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

### 附表三

#### 提前付清樓價現金回贈

(在本臨時合約第 26 條提及)

1. 受限於並依據本附件的條款及條件，如買方提前於本臨時合約及正式買賣合約(「正式合約」)訂明的付清樓價餘款限期日之前付清本物業樓價全數(唯付清樓價全數日期須以以下列表指明的期間內)及完成買賣本物業，賣方可根據以下列表提供現金回贈優惠(「成交優惠」)。

付清樓價日期	現金回贈金額
本臨時合約的日期後 180 日內	樓價 3%
本臨時合約的日期後的 181 日至 720 日期間內	樓價 2%
本臨時合約的日期後的 721 日至 1,080 日期間內	樓價 1%

付清樓價全數日期以賣方代表律師收到本物業的全數樓價款項的日期為準。

2. 買方須於其意欲付清樓價全數的日期前最少 30 日，以書面向賣方提出申請成交優惠，賣方會於收到申請並確認有關資料無誤後，將成交優惠(如提供)於本物業的買賣成交時直接用於支付部份樓價餘額。不論成交優惠的申請獲賣方批核與否，買方仍須按本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的正式合約及補充合約)完成本物業的買賣。
3. 如上述第(1)段中訂明的任何期限的最後一日不是工作日(按《一手住宅物業銷售條例》第 2(1)條所定義)，則該日期定為下一個工作日。
4. 為免疑義，如果發生任何下列情況，賣方無義務向買方提供成交優惠且賣方提供成交優惠的協議將停止且不再有任何效力：-
  - (a) 無論出於任何原因，本臨時合約及/或正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的正式合約及補充合約)被終止或取消；或
  - (b) 買方未有按本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的正式合約及補充合約)繳付任何款項，或違反其任何條款和條件；或
  - (c) 買方未能按本臨時合約及正式合約(如適用，包括所有按備用成交期延伸優惠需簽訂的修改後的正式合約及補充合約)完成本物業的買賣；或
  - (d) 賣方未有在限定的時間內收到上述第 2 段提及的書面申請。時間在此方面為要素。
5. 本附件授予買方的權利或利益僅對買方有效，且買方無權向任何其他人士出讓或以任何方式轉讓任何該等權利或利益。

**SCHEDULE 4**  
**Cash Rebate Benefit**  
**(referred to in Clause 27 of this Preliminary Agreement)**

Subject to and in accordance with the terms and conditions stipulated in paragraph 2 of this Schedule, the Purchaser may be entitled to a cash rebate offered by the Vendor (“**Cash Rebate Benefit**”), which shall be equivalent to 8.5% of the Purchase Price.

1. The Cash Rebate Benefit is subject to the following terms and conditions:-
  - (a) the Cash Rebate Benefit is applicable to an individual Purchaser only who shall have signed the formal Agreement for Sale and Purchase (“**Agreement**”) of the Property in accordance with this Preliminary Agreement; and
  - (b) the Purchaser shall have made payments of the Purchase Price of the Property in accordance with the dates as stipulated in this Preliminary Agreement and the Agreement; and
  - (c) the Purchaser shall complete the sale and purchase of the Property in accordance to the terms and conditions contained in this Preliminary Agreement and the Agreement; and
  - (d) the Purchaser shall have submitted an application form duly signed by the Purchaser to the Vendor for the Cash Rebate Benefit 60 days before the due date for completion of the sale and purchase of the Property as stipulated in this Preliminary Agreement and the Agreement.
2. Subject to the Purchaser’s due compliance with all of the terms and conditions contained in paragraph 2 of this Schedule, and after the Vendor has duly verified the same, the Vendor shall deduct the Cash Rebate Benefit from the balance of the Purchase Price at the completion of the sale and purchase of the Property.
3. For the avoidance of doubt, the Vendor shall not be obliged to provide the Cash Rebate Benefit to the Purchaser and the Vendor’s agreement to provide the Cash Rebate Benefit shall cease and shall have no further force or effect if:-
  - (a) this Preliminary Agreement or the Agreement is/are terminated or cancelled

for whatever reason; or

(b) the Purchaser fails to make any payment in accordance with this Preliminary Agreement and the Agreement, or fails to observe perform or comply with or breaches any terms and conditions thereof; or

(c) the Purchaser fails to complete the sale and purchase of the Property in accordance with this Preliminary Agreement and the Agreement; or

(d) the application form as referred to in paragraph 1(d) above has not been received by the Vendor's solicitor within the stipulated timeframe. Time shall be of essence in this respect.

4. Upon deduction of the Cash Rebate Benefit from the balance of the Purchase Price, the Vendor's obligation in relation to the Cash Rebate Benefit under this Schedule (if any) shall be absolutely discharged.

5. The rights or benefits conferred on the Purchaser under this Schedule are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person.

6. The Cash Rebate Benefit is subject to other terms and conditions as shall be prescribed by the Vendor.

#### 附表四

##### 現金回贈

(在本臨時合約第 27 條提及)

1. 受限於並依據本附表第 2 段所載的條款及條件，賣方可提供現金回贈優惠給予買方(「**現金回贈**」)，該現金回贈相當於售價的 8.5%的款額。
2. 現金回贈受限於並依據下列條款及條件： -
  - (a) 現金回贈只適用於個人買方，個人買方須已根據本臨時合約簽署本物業的正式買賣合約(「**正式合約**」)；及
  - (b) 買方須已根據本臨時合約及正式合約列出的日期向賣方繳付本物業的樓價；及
  - (c) 買方須已根據本臨時合約及正式合約載列的條款及條件完成本物業的買賣交易；及
  - (d) 買方須於列於本臨時合約及正式合約的本物業的買賣完成日期 60 日前，向賣方遞交買方已簽妥的現金回贈的申請表格。
3. 受限於買方適當地遵守本附表第 2 段所載的所有條款及條件，並經賣方對之核實後，賣方將在本物業的買賣交易完成時從樓價的餘額中扣除現金回贈。
4. 為免疑義，如果發生任何下列情況，賣方無義務向買方提供現金回贈且賣方提供現金回贈的協議將停止且不再有任何效力： -
  - (a) 無論出於任何原因，本臨時合約及/或正式合約被終止或取消；或
  - (b) 買方未有按本臨時合約及正式合約繳付任何款項，或未能遵守或違反其任何條款和條件；或
  - (c) 買方未能按本臨時合約及正式合約完成本物業的買賣；或
  - (d) 賣方未有在限定的時間內收到上述第 1(d)段提及的申請表格。時間在此方面為要素。
5. 在賣方從樓價的餘額中扣除現金回贈後，賣方於本附表下有關現金回贈的義務(如有)將絕對解除。

6. 本附件授予買方的權利或利益僅對買方有效，且買方無權向任何其他人仕出讓或以任何方式轉讓任何該等權利或利益。
7. 現金回贈受由賣方施加的其他條款及條件約束。

## APPENDIX F

### Purchaser's Consent to use of Personal Data

#### 買方對使用其個人資料的同意書

Park New Astor Hotel Limited ("Park New Astor"), one of the Vendors, intends to use your (i.e. Purchaser's) personal data in direct marketing and provide your personal data to licensed banks in Hong Kong ("Banks") for use by them in direct marketing. Such use of your personal data for direct marketing may be carried out or conducted by or through agents, contractors or employees of Park New Astor or of any of the Banks.

賣方其中一方 Park New Astor Hotel Limited ("Park New Astor") 擬使用閣下 (即買方) 的個人資料作直接促銷及提供閣下的個人資料給香港持牌銀行 ("銀行") 供他們作直接促銷使用。此等閣下的個人資料的使用可能會經由任何 Park New Astor 或銀行的代理人、承辦商或員工進行或辦理。

Park New Astor may not so use or provide your personal data unless it has received your written consent to the intended use and provision.

Park New Astor 不得使用或提供閣下的個人資料，除非已獲得閣下有關於此等使用或提供的書面同意。

Your personal data to be used and provided includes: your names, contact numbers, email and correspondence addresses.

將會被使用或提供的閣下個人資料包括：閣下的姓名，聯絡號碼，電郵及通訊地址。

Your personal data will be used for marketing the following services/products:

- (I) A. residential and/or other units in the development known as The Masterpiece(名鑄), K11; and  
B. mortgage services and products relating to the development known as The Masterpiece(名鑄), K11 from time to time offered by the Banks.
  - (II) provision of promotional materials / information in relation to any property development, products and services from time to time of New World Development Company Limited and/or any of its subsidiaries and/or associated companies.
- ☐ Please tick the box provided if you **OBJECT TO** the proposed use and provision of your personal data as mentioned in item (II) above.

閣下的個人資料會被用作促銷以下服務／口品：

- (I) A. 稱為 K11 "The Masterpiece(名鑄)" 的發展項目的住宅及／或其他單位；及  
B. 銀行不時提供的有關 K11 "The Masterpiece(名鑄)" 的發展項目的按揭服務及口品。
- (II) 向閣下提供新世界發展有限公司及／或其任何附屬公司及／或其有聯繫公司不時推出的樓盤，口品和服務之宣傳資料。

☐ 如果閣下反對如以上第(II)條所述擬定使用及提供閣下的個人資料，請在所提供的空格填上剔(「√」)號。

If you (Purchaser) consent to the use and provision of your personal data for the direct marketing, you may subsequently withdraw your consent.

If you wish to withdraw your consent, please inform Park New Astor by writing to New World Real Estate Agency Limited (Address : 3A/F, New World Tower 2, 18 Queen's Road Central, Hong Kong) or sending us an email sales@nwd.com.hk. Any such request should clearly state details of the personal data in respect of which the request is being made. 若閣下 (買方) 同意個人資料被使用及提供作直接促銷，閣下日後可撤回同意。若閣下希望撤回同意，請以書面通知新世界地產代理有限公司(地址：香港中環皇后大道中 18 號新世界大廈 2 期 3A 樓)或電郵致 sales@nwd.com.hk 通知 Park New Astor。任何此等要求均須清楚口明相關要求針對的個人資料。

I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my/our personal data as mentioned above.

本人/我們，簽署人，茲確認上文口容及同意本人/我們的個人資料如上述般被使用及提供。

\_\_\_\_\_  
Purchaser 買方

Date 日期：



## APPENDIX D

### 關係申報 Declaration of Relationship

致：信暉投資有限公司及 Park New Astor Hotel Limited (統稱「賣方」)  
To: Sunfield Investments Limited and Park New Astor Hotel Limited (collectively, The “Vendor”)

物業名稱：九龍河內道 18 號 K11 名鑄 63 及 65 樓 F 單位(複式單位)。  
Property: Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece, K11, No. 18 Hanoi Road, Kowloon

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

請在適當方格填上「✓」號。  
Please tick as appropriate.

- ☐ 本人/吾等乃下述簽署者，茲確認及聲明本人/吾等屬於賣方的有關連人士\*。  
☐ I/We, the undersigned, hereby confirm and declare that I/we am/are a related party\* to the Vendor.
- ☐ 本人/吾等乃下述簽署者，茲確認及聲明本人/吾等並非賣方的有關連人士\*。  
☐ I/We, the undersigned, hereby confirm and declare that I/we am/are not a related party\* to the Vendor.

(適用於如買方屬賣方的有關連人士\*)

本人/吾等茲確認本人/吾等所屬關連人士的類別及與本人/吾等有關連之人士的姓名/機構的名稱如下口  
(Applicable if the Purchaser is a related party\* to the Vendor)

I/We hereby confirm that the category of my/our status as related party and the name of the person/entity I/we am/are related to are as follows (optional):

\*關連人士 \*Related Party:-

如有以下情況，某人即屬賣方的有關連人士—

A person is a related party to a vendor if-該人是—  
the person is —

- (i) 該賣方的董事，或該董事的父母、配偶或子女；  
a director of that vendor, or a parent, spouse or child of such a director;
- (ii) 該賣方的經理  
a manager of that vendor;
- (iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；  
a private company of which such a director, parent, spouse, child or manager is a director or

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

本人/吾等謹此聲明上述提供資料正確及完整。

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

本人/吾等茲承諾，如本人/吾等在就該物業簽訂正式買賣合約或之前就上述經本人/吾等確認及/或聲明情況有任何改變，本人/吾等將即時以書面通知貴公司。

I/We hereby undertake to forthwith notify you in writing of any change that may occur, on or prior to signing the Formal Agreement for Sale and Purchase, in the information as confirmed and/or declared by me/us above.

買方簽署 Signature of the Purchaser

\_\_\_\_\_  
日期 Date:

APPENDIX C

**WARNING TO PURCHASERS - PLEASE READ CAREFULLY**

**對買方的警告-買方請小心閱讀**

The Property / 該物業: **Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece, K11, No. 18 Hanoi Road, Kowloon**

**九龍河內道 18 號 K11 名鑄 63 及 65 樓 F 單位(複式單位)**

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

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

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

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

我/我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                      2020  
公曆                      2020                      年                      月                      日

Signature of Purchaser(s) : \_\_\_\_\_  
買方簽署 : \_\_\_\_\_

APPENDIX E

**K11 名鑄 (“發展項目”)**

The Masterpiece, K11 (“the Development”)

**賣方資料表格 Vendor's Information Form**

In respect of 有關

Unit F 單位, 63 & 65 Floors 樓 (Duplex) (複式單位)

(“the specified residential property”) (“指明住宅物業”)

Vendor 賣方: Sunfield Investments Limited and Park New Astor Hotel Limited

信暉投資有限公司及 Park New Astor Hotel Limited

須就指明住宅物業支付的管理費用的款額 The amount of the management fee that is payable for the specified residential property	每月港幣 HK\$ 9,876 per month
須就指明住宅物業繳付的地口(如有的話)的款額 The amount of the Government Rent (if any) that is payable for the specified residential property	每月港幣 HK\$3,069 per month
業主立案法團 (如有的話) 的名稱 The name of the owners' incorporation (if any)	無 None
發展項目的管理人的姓名或名稱 The name of the manager of the Development	僑樂服務管理有限公司 Kiu Lok Service Management Company Limited
賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 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	無 None
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 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所知的影響指明住宅物業的任何待決的申索 Any pending claim affecting the specified residential property that is known to the Vendor	無 None

買方 Purchaser

印製日期 Date of Printing: 1/ 4 /2020

**Confirmation regarding Purchaser's Estate Agent**  
**關於買方地產代理之確認函**

**Development** : The Masterpiece (名鑄), K11, No.18 Hanoi Road, Kowloon  
**發展項目** : 九龍河內道 18 號 K11 名鑄

**Property物業** : **Unit F 單位, 63 & 65 Floors樓 (Duplex)(複式單位)**  
**Vendor** : Sunfield Investments Limited and Park New Astor Hotel Limited  
**賣方** : 信暉投資有限公司及 Park New Astor Hotel Limited

The Purchaser 買方 I.D./R. No. 身份證/商業登記證號碼

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

Estate Agency 地產代理公司: \_\_\_\_\_

Estate Agent 地產代理經紀: \_\_\_\_\_

Estate Agent Licence No. 地產代理牌照號碼: \_\_\_\_\_

The Purchaser hereby declare that the Estate Agent has referred and introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase (the "Preliminary Agreement"). 買方確認經由上述地產代理經紀介紹下期簽署臨時買賣合約購買上述物業。

The Purchaser and his/her/their Estate Agent hereby confirm the following: 買方及其地產代理經紀現確認下列聲明：

1. The Estate Agent and the Estate Agency only provide referral services by referring prospective purchasers (including the Purchaser) to the Vendor. The Estate Agent and the Estate Agency are not the agent of the Vendor or any holding or associate company of the Vendor and do not have any authority granted by the Vendor or any of its holding or associate company in relation to the sales of the Development. The Purchaser has been informed by the Estate Agent or the Estate Agency in relation to the above and is aware of the same before entering into the Preliminary Agreement. 地產代理經紀及地產代理公司只是介紹準買方(包括買方)予賣方，地產代理經紀及地產代理公司並非賣方的任何授權公司或有聯繫公司(統稱「指明實體」)的代理人及並未獲任何指明實體之授權對有關發展項目作出銷售行為。買方於簽署上述物業之臨時買賣合約前已知悉及已獲地產代理經紀及地產代理公司告知上述資訊。
2. The Estate Agent and the Estate Agency did not make and are not authorized or permitted by the Vendor or any of its holding or associate company to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor and/or its holding or associate company. The Vendor and its holding or associate company are not and will not be liable in any way whatsoever to the Purchaser or anyone for any agreement, representation, warranty or undertaking made by the Estate Agent or the Estate Agency and will not be liable to perform the same for the Estate Agent or Estate Agency. 地產代理經紀及地產代理公司沒有代任何指明實體作出、亦沒有被任何指明實體授權或批准代任何指明實體作出任何口頭或書面的協議、承諾、保證或陳述(如有)向買方或其他人以任何形式負責，在任何情況下亦不須代地產代理經紀及地產代理公司履行該等協議、承諾、保證或陳述。
3. The Vendor, its holding or associate company and their staff did not and will not collect

directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser (except all fees and charges as set out in the Preliminary Agreement, Tender Notice and Tender Form) or the Estate Agent or the Estate Agency. If there are any person(s) alleging to be the staff or agent of the Vendor or its holding or associate company 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 (I.C.A.C.). 任何指明實體及其職員沒有亦不會直接或間接向買方或地產代理經紀及地產代理公司收取樓價以外之任何費用或佣金 (臨時買賣合約、招標公告及投標表格所列的費用除外)。買方如遇任何人士以任何指明實體僱員或代理之名義，在購買上述物業時向其收索任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。

4. The Vendor and its holding or associate company did not and will not authorize the Estate Agent or the Estate Agency to collect any fees or commission from the Purchaser. If the Estate Agent or the Estate Agency does so collect any fee or commission from the Purchaser, the Vendor and its holding or associate company will not (and the Estate Agent and the Estate Agency hereby expressly agree that the Vendor and its holding or associate company will not) pay any referral fees or commission to the Estate Agent or the Estate Agency in relation to the sale of the Property. 每一指明實體並無亦不會授權地產代理經紀及地產代理公司向買方收取任何費用或佣金。如地產代理經紀及地產代理公司擅自向買方收取任何費用或佣金，每一指明實體將不會繳付 (而地產代理經紀及地產代理公司亦在此同意每一指明實體將不會繳付) 地產代理經紀及地產代理公司有關上述物業的任何轉介費用。
5. The Vendor and its holding or associate company are not and will not be involved in any disputes between the Purchaser and the Estate Agent or the Estate Agency. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement, Tender Notice and Form of Tender. 買方與地產代理經紀及地產代理公司間的任何一概與任何指明實體無關。上述物業之買賣交易依據臨時買賣合約、招標公告及投標表格進行。
6. 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，如與英文本有異，概以英文本為準。

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Signature of the Purchaser 買方簽署  
Date日期

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Signature of the Estate Agent 地產代理經紀簽署  
Date日期

## APPENDIX H

### 印花稅確認書

#### ACKNOWLEDGEMENT LETTER REGARDING STAMP DUTY

致: 信暉投資有限公司及 Park New Astor Hotel Limited (“賣方”)

To: Sunfield Investments Limited and Park New Astor Hotel Limited (“Vendor”)

物業 : 九龍河內道 18 號 K11 名鑄 63 及 65 樓 F 單位(複式單位) (簡稱“該物業”)

Property : Unit F, 63<sup>rd</sup> and 65<sup>th</sup> Floors (Duplex), The Masterpiece, K11, No. 18 Hanoi Road, Kowloon (“the Property”)

買方 \_\_\_\_\_ 身份證/商業登記號碼 I.D./B.R. No. \_\_\_\_\_

The Purchaser(s) \_\_\_\_\_ 身份證/商業登記號碼 I.D./B.R. No. \_\_\_\_\_

\_\_\_\_\_ 身份證/商業登記號碼 I.D./B.R. No. \_\_\_\_\_

\_\_\_\_\_ 身份證/商業登記號碼 I.D./B.R. No. \_\_\_\_\_

買方僅此確認在簽署上述物業之臨時買賣合約之前，買方已獲悉以下事項及其影響：

The Purchaser hereby acknowledge and confirm that the Purchaser is/are aware of the following and its implications prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property:

1. 買方須承擔及在《印花稅條例》之規定期限內支付臨時買賣合約、正式買賣合約（「買賣合約」）、任何隨後的提名書及其他可予徵收印花稅的買賣協議(如有)及隨後該物業之轉讓契約之所有印花稅(包括根據《印花稅條例》所徵收之任何從價印花稅(「從價印花稅」)、買家印花稅(「買家印花稅」)、額外印花稅及附加的印花稅)及註冊費用，且須在所有上述文書加蓋應付的所有印花稅，並根據賣方的要求向賣方提供該等加蓋應付印花稅文書之認證副本。

All stamp duty (which includes any ad valorem stamp duty (“AVD”), buyer’s stamp duty (“BSD”), special stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (“Ordinance”), and registration fees payable on the Preliminary Agreement for Sale and Purchase, the Agreement for Sale and Purchase (“the Agreement for Sale and Purchase”), any subsequent nomination and other chargeable agreement for sale (if any) and the subsequent Assignment of the Property 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.

2. 《2018 年印花稅(修訂)條例》(「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%(「劃一稅率」)，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，均須繳付以劃一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)，均須繳付以劃一稅率計算的從價印花稅。

The Stamp Duty (Amendment) Ordinance 2018 (the “2018 Amendment Ordinance”) was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. The Ordinance has been amended by the 2018 Amendment Ordinance to increase the AVD rates for residential property transactions to a flat rate of



15% (“**AVD Flat 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 the AVD Flat Rate. AVD at the AVD Flat Rate is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident (“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.

3. 《2018 年印花稅(修訂)(第 2 號)條例》(「2018(第 2 號)修訂條例」)亦已於 2018 年 4 月 20 日刊憲，法例具有追溯效力至 2017 年 4 月 12 日。2018(第 2 號)修訂條例收緊過去為香港永久性居民買家而設的寬免安排，以致任何於 2017 年 4 月 12 日或之後簽立以買賣或轉讓住宅物業的文書，除獲特定豁免或另有法律規定外，即使買方或承讓方是代表自己行事，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，均須按劃一稅率繳納從價印花稅。

The Stamp Duty (Amendment) (No.2) Ordinance 2018 (the “**2018 (No.2) Amendment Ordinance**”) was also gazetted on 20 April 2018 with retrospective effect from 12 April 2017. The Ordinance has been amended by the 2018 (No.2) Amendment Ordinance to tighten up the previous exemption arrangement for HKPR buyers, to the effect that, unless specifically exempted or otherwise provided in the law, any acquisition of more than 1 residential property under a single instrument executed on or after 12 April 2017 will be subject to AVD at the AVD Flat Rate, even if the purchaser/transferee is a HKPR who is acting on his/her own behalf and is not a beneficial owner of any other residential property in Hong Kong at the time of acquisition.

4.

- (a) (如本項交易是以一份文書取得 1 個住宅物業，以及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)買方或每名買方(視適用情況而定)須作出法定聲明(依照訂明表格)及附上買方或每名買方的香港身份證副本。

(If the present transaction is an acquisition of 1 single residential property under a single instrument and if the Purchaser claims that the AVD at Scale 2 rates shall apply and/or BSD shall be exempted) 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 the Hong Kong Identity Card(s) of the Purchaser or each of the Purchasers.

- (b) (如買方聘用其自己的律師)買方承諾向賣方律師交付並促使其律師向賣方律師交付：

(If the Purchaser has instructed his/her own solicitors) The Purchaser undertakes to deliver and shall procure the Purchaser’s solicitors to deliver to the Vendor’s Solicitors :-

- (i) 在買賣合約訂立之日起 7 天內，「法定聲明」的認證副本(如適用)連同已填妥印花稅署不時要求的表格及其他證明文件；及

within 7 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration (if applicable) together with the duly completed form(s) and other supporting documents which the Stamp Office may from time to time require; and

- (ii) 在買賣合約訂立之日起 7 天內，印花證明書的正本，以證明已完全繳付買賣合約之印花稅。

within 7 days from the date of the Agreement for Sale and Purchase, the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

## **Other Matters**

### **其他事項**

5. 倘若賣方被要求繳付有關上述第1條中提及之任何文書之任何印花稅或罰款(包括但不限於以劃一稅率計算的從價印花稅)，買方須向賣方償還由賣方作出任何支付之全部金額連同按香港上海滙豐銀行有限公司不時指定的港元優惠利率加年利率4%計算之利息，利息計算由繳付日期起計，直至買方償還為止，並完全彌償賣方由於追討所有印花稅或罰款而引致的所有及任何法律費用、雜項費用及支出。

Should the Vendor be required to pay any stamp duty or penalty (including but not limited to the AVD at the AVD Flat Rate) with respect to any of the instruments mentioned in Clause 1 above, 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 4% per annum over and above the Hong Kong Dollar 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 recovering all and any amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.

6. 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、賠償、申索、開支及費用，本人 / 我們須就此向賣方作出十足的彌償。

I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty, losses, 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.

7. 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」及是否需要繳付以劃一稅率計算的「從價印花稅」。

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 the AVD Flat Rate.

8. 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」或豁免以劃一稅率計算「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。

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 the AVD Flat Rate, as the case may be.

9. 本文件不構成你們給予本人 / 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。

I/We acknowledge that this document does not constitute any advice or representation from you 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.

10. 本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

11. 本函中文譯本僅供參考，如上述之英文及中文文本有所衝突或有抵觸處，一概以英文文本為準。

The Chinese translation of this letter is for reference purposes only. In the event of any conflict or inconsistency between the Chinese and English version of this document, the English version shall prevail.

買方簽署

SIGNATURE OF THE PURCHASER(S)

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日期/Date: