

Tender Document No. 1
招標文件第 1 號

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of the properties in

Uptown East

(being the properties offered for sale by tender as set out in the Sales Arrangements (as defined in the Tender Notice), unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender for Uptown East**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Uptown East**”.

Vendor: Oriental Generation Limited, Smart Beauty Limited, Get Luck Investment Limited, China Creation Property Investment Limited, Joint Fun Trading Limited, Excel Bid Limited, Ted Show International Limited, Innosafe Company Limited, Already Luck Limited, Apex Fly Limited and Central Winbest Limited
16th Floor, Hang Cheong Building, 1 Wing Ming Street, Cheung Sha Wan, Kowloon, Hong Kong

Vendor’s solicitors: Mayer Brown
18th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong
Mr. Wayne Cheng (Fax: 3012 9686)

Howse Williams
27th Floor, Alexandra House 18 Chater Road, Central, Hong Kong
Mr. Alan Yip
(Fax: 3020 1803; Email: Uptown.East.Project@howsewilliams.com)

Vendor’s agent: China Deluxe Investments Limited
16th Floor, Hang Cheong Building, 1 Wing Ming Street, Cheung Sha Wan, Kowloon, Hong Kong
Enquiry Hotline: 2429 9188

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招標文件
公開招標承投購買物業

現招標承投購買以下發展項目之物業

泰 峯

(即賣方發出的銷售安排(定義見招標公告)內列出的以招標形式出售的物業，
但若在招標截止時限之前已被撤回或出售則除外)

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「**泰峯**」，放入位於售樓處(定義見招標公告)擺放的標示為「**泰峯公開招標**」的投標箱內。

賣方： 東展有限公司, Smart Beauty Limited, 萬崇投資有限公司, 華創地產投資有限公司, 聯趣貿易有限公司, Excel Bid Limited, Ted Show International Limited, Innosafe Company Limited, Already Luck Limited, Apex Fly Limited 及 Central Winbest Limited
香港九龍長沙灣永明街 1 號恆昌工廠大廈 16 樓

賣方律師： 孖士打律師行
香港中環遮打道 10 號太子大廈 18 樓
鄭國偉律師 (傳真：3012 9686)

何韋律師行
香港中環遮打道 18 號歷山大廈 27 樓
葉冬生律師
(傳真: 3020 1803; Email: Uptown.East.Project@howsewilliams.com)

賣方代表： 華豪投資控股有限公司
香港九龍長沙灣永明街 1 號恆昌工廠大廈 16 樓
查詢熱線：2429 9188

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fourteenth (14th) working day after the closing of tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document;
“Development”	means Uptown East, No. 55 Kwun Tong Road, Kowloon, Hong Kong;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice;
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document;
“Property”	means, if and when this Tender Document is accepted by the Vendor, the Tendered Property;
“Property for Tender”	means all or any of the properties offered for sale by tender as set out in the Sales Arrangements;
“Purchase Price”	means, if and when this Tender Document is accepted by the Vendor, the Tender Price;
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor;
“Sales Arrangements”	means any Information on Sales Arrangements issued by the Vendor for the Development from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	means Shop No. 3012 on Level 3 of D • PARK, 398 Castle Peak Road, Tsuen Wan, Hong Kong or the Sales Office as defined and specified in the Sales Arrangements;
“Tender Closing Date”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Commencement Date”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date;

“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“Tendered Property”	means the property or properties as specified in the Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the Schedule to the Offer Form as the tenderer;
“Vendor”	means Oriental Generation Limited, Smart Beauty Limited, Get Luck Investment Limited, China Creation Property Investment Limited*, Joint Fun Trading Limited*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited* and Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability);
“Vendor’s solicitors”	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- <ul style="list-style-type: none"> • Mayer Brown 17th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong • Howse Williams 27th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Property for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property for Tender from sale or to sell or dispose all or any of the Property for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and time of the tender of any of the Property for Tender from time to time by amending and/or issuing the Sales Arrangements. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 (If applicable) If the Tenderer has indicated on the Schedule to the Offer Form to purchase more than one (1) Property for Tender :-
- (a) he/she/it must fill in one lump sum Tender Price for all such Tendered Property in the Schedule to the Offer Form; and
 - (b) this Tender Document is deemed to be submitted on the basis that the Vendor will accept the tender for the purchase of **ALL** such Tendered Property together and the Purchaser will be required to sign only one (1) Agreement covering all such Tendered Property.
- 2.8 A tender must be:-

(a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**

(b) accompanied with the following documents:-

(i) Cashier order(s) and/or cheque(s)

One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) in the amount equal to **5%** of the Tender Price for the Tendered Property, such sum being the **preliminary deposit** for the tender, made payable to “**MAYER BROWN**”.

(ii) Tenderer’s identification documents

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

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

(iii) Intermediary’s licence (if applicable)

Copy of licence of the estate agent appointed by the Tenderer.

(iv) Documentary proof of Close Relative relationship (if applicable)

If the Tenderer’s Close Relative(s) (as defined in the Schedule to the Offer Form) has submitted Related Tender(s) (as defined in the Schedule to the Offer Form), copies of documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of Close Relative relationship.

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

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Acknowledgement Letter Regarding Stamp Duty
- (4) Acknowledgement Letter Regarding Miscellaneous Matters
- (5) Acknowledgement Letter Regarding Noise Mitigation Measures (if applicable)
- (6) Acknowledgement Letter Regarding Open Kitchen (if applicable)
- (7) Personal Information Collection Statement

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

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Uptown East**”; and

(d) placed in the tender box labelled “**Public Tender for Uptown East**” placed at the Sales Office during the Tender Period.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or extreme conditions announcement is made and is still in effect after 4:00 p.m. on the closing date of the tender, the closing date of the tender will be extended to the next working day at 5:00 p.m. and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced or extreme conditions announcement is made.

2.9 All cashier order(s) and/or cheque(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part

payment of the Purchase Price. All other cashier order(s) and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier order(s) and/or cheque(s).
- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second (2nd) working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments. (If applicable) Where the Property comprises more than one (1) property, (a) the Purchaser will sign only one (1) Agreement covering all of the Property; and (b) the Vendor will not and is not obliged to apportion the Purchase Price for each of the Property.
- 3.4 In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf :-
- (a) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
- (b) the relevant power of attorney is required to be approved by the Vendor.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property for Tender. All enquiries should be directed to the Vendor’s representative, China Deluxe Investments Limited, of 16th Floor, Hang Cheong Building, 1 Wing Ming Street, Cheung Sha Wan, Kowloon, Hong Kong (Enquiry Hotline: 2429 9188).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s representative in response to any enquiry made by a prospective or actual Tenderer shall

be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的招標開始日期至招標截止日期後的第 14 個工作日(包括首尾兩日)的期間；
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指本招標文件第 2 部份的出售條款；
「發展項目」	指香港九龍觀塘道 55 號泰峯；
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 3 部份的要約表格；
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業；
「該招標物業」	指銷售安排內列出的以招標形式出售的所有或任何物業；
「樓價」	指如果及一旦本招標文件獲得賣方接納時的投標價；
「買方」	指中標者，其對該投標物業的投標書獲得賣方接納；
「銷售安排」	指賣方不時發出的發展項目的任何銷售安排資料(及賣方不時對其作出的修改)；
「售樓處」	指香港荃灣青山公路荃灣段 398 號愉景新城第三層 3012 號舖；
「招標截止日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；
「招標開始日期」	就每一個該招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期的期間；
「投標價」	指要約表格的附表中訂明投購該投標物業的價格；
「該投標物業」	指要約表格的附表中訂明的物業；
「投標者」	指要約表格的附表中訂明為投標者的人士；
「賣方」	指東展有限公司、Smart Beauty Limited、萬崇投資有限公司、華創地產投資有限公司*、聯趣貿易有限公司*、Excel Bid Limited*、

Ted Show International Limited*、Innosafe Company Limited*、Already Luck Limited*、Apex Fly Limited*及 Central Winbest Limited* (*於英屬維爾京群島成立的有限責任公司)；

「賣方律師」

指賣方單獨絕對酌情決定下指定的以下任何一家律師行：

- 孖士打律師行
香港中環遮打道 10 號太子大廈 17 樓
- 何韋律師行
香港中環遮打道 18 號歷山大廈 27 樓

2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購買該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利透過修改及/或發出銷售安排不時更改任何該招標物業的招標截止日期及時間。賣方無須就該等更改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 (如適用)如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：
- (a) 他/她/它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及
 - (b) 本招標文件當作基於賣方將會接納投標一併購買全部該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票及/或支票
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票及/或支票，金額為該投標物業的投標價的 5%，該金額須作為投標的臨時訂金，抬頭寫「孖士打律師行」。
 - (ii) 投標者的身份證明文件
如投標者是個人，組成投標者的每名個人的身份證/護照的複印本。
如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表(如有)的複印本。

(iii) 中介人的牌照(如適用)

投標者委託的地產經紀的牌照複印本。

(iv) 近親關係的證明文件(如適用)

如投標者的近親(定義見要約表格的附表)已遞交相關投標書(定義見要約表格的附表)，近親關係的證明文件(例如：身份證、出世紙、結婚證書等)副本。

(v) 由投標者填妥並簽署的附件的文件

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 關於印花稅的確認書
- (4) 關於其他事項的確認書
- (5) 關於噪音緩解措施的確認書(如適用)
- (6) 關於開放式廚房的確認書(如適用)
- (7) 個人資料收集聲明

請不要於本第(v)分段所述的任何文件內填上日期。

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**泰峯**」；及

(d) 於招標期間放入位於售樓處擺放的標示為「**泰峯公開招標**」的投標箱內。

若在招標截止日期下午 4 時正後發出黑色暴雨警告或八號或以上颱風信號或極端情況的公布及該警告或信號或公布仍然生效，截標日期及時間將延至下一工作日的下午 5 時(而當天亦沒有黑色暴雨警告或八號或以上颱風信號或極端情況的公布發出)。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及／或支票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 日內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。

2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並視作為主事人。

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

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及／或支票的地址。

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

(b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. **接納投標**

3.1 投標書如獲接納，中標者即成為該投標物業之買方。

- 3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售楼處審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。(如適用)如該物業由多個一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。
- 3.4 如買方有意以其授權人代表其簽署正式合約：
- (a) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (b) 相關授權書須由賣方事先批准。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該招標物業的一般問題，而不會就本招標文件或關於該招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代表華豪投資控股有限公司，地址為香港九龍長沙灣永明街 1 號恆昌工廠大廈 16 樓 (查詢熱線: 2429 9188)。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[第 1 部分：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

 “this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.
4. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
5. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Preliminary Agreement and the Agreement as set out in clause 21.
9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-
 - (a) in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to keep the preliminary deposit paid by the Purchaser as consideration for its agreeing to cancel the Agreement (not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with the cancellation of the Agreement, and

- (b) other than entering into a mortgage or charge of the Property for the purchase money or any part of it, no nomination, sub-sale or any transfer of the benefit of the Agreement by the Purchaser (whether by way of direct or indirect reservation, right of first refusal, option, trust, power of attorney or any other method, arrangement or document of any description, conditional or unconditional) or any agreement to do so before the completion of the sale and purchase and execution of the Assignment of the Property shall be permitted. The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement.
11. The measurements of the Property are as follows— see “Measurements of the Tendered Property” of the Tender Document.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows— see the attached Schedule.
13. 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.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the “Warning to Purchasers”—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
- (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor’s solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
- (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。
16. This Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 17, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
17. No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific

power only to sign the Agreement in the name and on behalf of the Purchaser.

18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
19. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
20. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
21. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
22. The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (collectively, the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property, all plan fees for plans to be annexed to the Agreement and the Assignment of the Property, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the property purchased and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
23. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary.
24. 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 within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
25. 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.
26. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Vendor or its Sales Agent may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
27. On completion, the Purchaser shall pay to the Manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the DMC.
28. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
29. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
30. Time shall in every respect be of the essence of this Preliminary Agreement.
31. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable by any person who is not a party to this Preliminary Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

32. In this Preliminary Agreement:-

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
- (c) the floor area of an item under clause (a) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
- (d) the area of an item under clause (b) of each Property set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「本臨時合約」	指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
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2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
6. 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。
7. 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。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 21 條所載就臨時合約及正式合約應付之所有印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 在正式合約當中，買方須與賣方協議如下—
 - (a) 如買方要求並獲賣方同意之情況下簽署一份取消合約又或採取其他有效等同方式取消正式合約或終止買方於該正式合約所承擔之責任，賣方有權保留臨時訂金作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)；及
 - (b) 除可將本物業用作售價或其部份之按揭或押記外(但須通知賣方或賣方律師有關該按揭或押記)，買方不可在完成買賣交易及簽署本物業之轉讓契之前作出提名，轉售或轉讓正式合約之利益，無論是否以直接或間接保留，優先拒絕，優先認購，信託，授權或任何其他方法，安排或以任何文件在有條件或無條件的情況下或以任何協議方式達至。本物業的轉讓契必須以簽署正式合約的買方為受惠人。
11. 該物業的量度尺寸如下一見招標文件的《投標物業的量度尺寸》。

12. 該物業的買賣包括的裝置、裝修物料及設備如下一見出售條款的附表。
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方個人。除第(17)條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。
17. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
18. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之律師費用。
19. 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之律師費用。
20. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。

21. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
22. 一切製作、登記及完成公契及管理協議(統稱『公契』)之費用及附於公契之圖則費用的適當分攤、所購物業的業權之契約之認證副本之費用、所購物業的買賣合約及轉讓契之圖則費，均由買方負責。所購物業的按揭(如有)之律師及其他費用及代墊付費用及其他有關所購物業的買賣的文件的所有律師及其他費用，均由買方負擔及支付。所有查冊費、註冊費及其他雜項費用均須由買方承擔。
23. 賣方保留於其認為所需時修改發展項目(包括本物業)建築圖則之權利。
24. 買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計 14 日內於辦公時間內在賣方律師辦公地點完成交易本物業。
25. 所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。
26. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，賣方或其銷售代理人可單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
27. 買方在成交時須按公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。
28. 買方如有更改通訊地址或電話，須以書面通知賣方。
29. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
30. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
31.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
 - (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
 - (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
32. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 招標文件的《投標物業的量度尺寸》載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

- (d) 招標文件的《投標物業的量度尺寸》載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

出售條款附表
Schedule to Conditions of Sale

Fittings, finishes and appliances
裝置、裝修物料及設備

External Wall 外牆	Finished with aluminium framed curtain wall, aluminium cladding, stone cladding, metal louver, meter grille, metal balustrade, glass balustrade, tile and paint. 鋪砌鋁框幕牆、鋁覆蓋板、石覆蓋板、金屬百葉、金屬格柵、金屬圍欄、玻璃圍欄、瓷磚及油漆。
Internal Wall & Ceiling 內牆及天花板	<p>Type of finishes of living room and dining room 客廳及飯廳裝修物料的類型</p> <p>(a) Wall 牆壁 Emulsion paint except areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes. 乳膠漆，但不包括假天花以上及被裝飾橫樑遮蓋之牆身，該處之牆身不設裝修物料。</p> <p>(b) Ceiling 天花板 Ceiling, gypsum board false ceiling and bulkhead with emulsion paint to the exposed surface. 天花板、石膏板假天花板及裝飾橫樑的外露表面塗有乳膠漆。</p> <p>Type of finishes of master bedroom and bedroom 主人睡房及睡房裝修物料的類型</p> <p>(a) Wall 牆壁 Emulsion paint except areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes. 乳膠漆，但不包括假天花以上及被裝飾橫樑遮蓋之牆身，該處之牆身不設裝修物料。</p> <p>(b) Ceiling 天花板 Ceiling, gypsum board false ceiling and bulkhead with emulsion paint to the exposed surface. 天花板、石膏板假天花板及裝飾橫樑的外露表面塗有乳膠漆。</p>
Internal Floor 內部地板	<p>For Flats as listed in note (1), floor is finished with tile for master bedroom and bedroom. 備註（1）所列之單位的主人睡房及睡房鋪砌瓷磚。</p> <p>For Flats as listed in note (2), floor is finished with timber flooring for master bedroom and bedroom. 備註（2）所列之單位的主人睡房及睡房鋪砌木地板。</p> <p>For Flats as listed in note (3), floor is finished with tile for living and dining room. 備註（3）所列之單位的客廳及飯廳鋪砌瓷磚。</p> <p>For Flats as listed in note (4), floor is finished with timber flooring for living and dining room. 備註（4）所列之單位的客廳及飯廳鋪砌木地板。</p>
Door 門	<p>Timber door to be provided at main entrance, master bedroom, bedroom, master bathroom, bathroom, kitchen, powder room and utility room. 大門、主人睡房、睡房、主人浴室、浴室、廚房、化妝室及工作房裝設木門。</p> <p>Metal folding door to be provided at lavatory. 洗手間裝設金屬摺門。</p> <p>Aluminium framed glass door to be provided at balcony and private flat roof. 露台及私人平台裝設鋁質框配玻璃門。</p>
Bathroom 浴室	<p>Sanitary fitment to be provided. 提供潔具。</p> <p>Walls are finished with tiles on exposed wall surfaces and wall behind basin cabinet up to level of the false ceiling. There are no wall finishes above the false ceiling. 外露牆面及面盤櫃背面之牆身鋪瓷磚至假天花板以上沒有飾面。</p> <p>Floors (including shower cubicles) are finished with tiles. 地板（包括淋浴間）鋪砌瓷磚。</p> <p>Ceilings are finished with gypsum board false ceiling with emulsion paint to the exposed surfaced and raised aluminium panels. 天花板外露表面塗有乳膠漆的石膏板假天花板及凸起的鋁板。</p> <p>Basin countertops are finished with natural stone. 洗手盆檯面鋪砌天然石。</p>
Kitchen and Open Kitchen 廚房及開放式廚房	For Flats with open kitchens, walls are finished with tiles on exposed wall surfaces and wall behind cabinets (excluding areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes). 設有開放式廚房的單位的外露牆面及櫃背面之牆身鋪瓷磚(不包括假天花板水平以上的區域和被裝飾橫樑覆蓋而沒有牆壁飾面的區域)。

	<p>For Flats with enclosed kitchens, walls are finished with tiles on the wall surfaces behind cabinets (excluding areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes). 設有圍封式廚房的單位的櫃背之牆身鋪瓷磚(但不包括假天花板水平以上的區域和被裝飾橫樑覆蓋而沒有牆壁飾面的區域)。</p> <p>For Flats with open kitchens, ceilings are finished with emulsion paint and gypsum board false ceiling with emulsion paint to the exposed surfaces. 設有開放式廚房的單位的天花板塗有乳膠漆的外露表面塗有乳膠漆的石膏板假天花板。</p> <p>For Flats with enclosed kitchens, ceilings are finished with gypsum board false ceiling with emulsion paint to the exposed surface and raised aluminium panels. 設有圍封式廚房的單位的天花板外露表面塗有乳膠漆的石膏板假天花板及凸起的鋁板。</p> <p>Cooking benches are finished with reconstituted stone. 灶台鋪砌人造石。</p> <p>For Flats with open kitchens, gas hob, or induction hob, cooker hood, washer dryer and/or exhaust air fan to be provided. 設有開放式廚房的單位裝有氣體煮食爐或電磁爐、抽油煙機、洗衣乾衣機或/及抽氣扇。</p> <p>For Flats with enclosed kitchens, gas hob, cooker hood, washer dryer and exhaust fan to be provided. 設有圍封式廚房的單位裝有氣體煮食爐、抽油煙機、洗衣乾衣機或/及抽氣扇。</p> <p>For details, please refer to the Appliances Schedule in the Sales Brochure. 詳情請參閱售樓書內的設備說明表。</p>
Other provisions 其他設施	<p>Air-conditioner to be provided. 提供冷氣機。</p> <p>Water heater to be provided. 裝有熱水爐。</p>

Note (1)

備註 (1)

- Flats C & D at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1A
第1A座，5樓至12樓、15樓至23樓、25樓至26樓、29樓至33樓及35樓至39樓C及D單位

- Flats C, D, E, F & G at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1B
第1B座，5樓至12樓、15樓至23樓、25樓至26樓、29樓至33樓及35樓至39樓C、D、E、F及G單位

- Flats D, E, F & G at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2A
第2A座，5樓至12樓、15樓至23樓及25樓至26樓D、E、F及G單位

- Flats C, D, E & F at 29/F-33/F and 35/F-39/F, Tower 2A
第2A座，29樓至33樓及35樓至39樓C、D、E及F單位

- Flats A, B, C, D, F & G at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2B
第2B座，5樓至12樓、15樓至23樓及25樓至26樓A、B、C、D、F及G單位

- Flats A, B, C, D & F at 29/F-33/F and 35/F-39/F, Tower 2B
第2B座，29樓至33樓及35樓至39樓A、B、C、D及F單位

Note (2)

備註 (2)

- Flats A, B, E & F at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 1A
第1A座，5樓至12樓、15樓至23樓及25樓至26樓A、B、E及F單位

- Flats A, B & E at 29/F-33/F and 35/F-39/F, Tower 1A
第1A座，29樓至33樓及35樓至39樓A、B及E單位

- Flats A, B & H at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1B
第1B座，5樓至12樓、15樓至23樓、25樓至26樓、29樓至33樓及35樓至39樓A、B及H單位

- Flats A, B & C at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2A
第2A座，5樓至12樓、15樓至23樓及25樓至26樓A、B及C單位

- Flats A & B at 29/F-33/F and 35/F-39/F, Tower 2A
第2A座，29樓至33樓及35樓至39樓A及B單位

- Flats E at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 2B
第2B座，5樓至12樓、15樓至23樓、25樓至26樓、29樓至33樓及35樓至39樓E單位

Note (3)

備註 (3)

- Flats C & D at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1A
第 1A 座，5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、29 樓至 33 樓及 35 樓至 39 樓 C 及 D 單位

- Flats C, D, E, F & G at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1B
第 1B 座，5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、29 樓至 33 樓及 35 樓至 39 樓 C、D、E、F 及 G 單位

- Flats D, E, F & G at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2A
第 2A 座，5 樓至 12 樓、15 樓至 23 樓及 25 樓至 26 樓 D、E、F 及 G 單位

- Flats C, D, E & F at 29/F-33/F and 35/F-39/F, Tower 2A
第 2A 座，29 樓至 33 樓及 35 樓至 39 樓 C、D、E 及 F 單位

- Flats A, B, C, D, F & G at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2B
第 2B 座，5 樓至 12 樓、15 樓至 23 樓及 25 樓至 26 樓 A、B、C、D、F 及 G 單位

- Flats A, B, C, D & F at 29/F-33/F and 35/F-39/F, Tower 2B
第 2B 座，29 樓至 33 樓及 35 樓至 39 樓 A、B、C、D 及 F 單位

Note (4)

備註 (4)

- Flats A, B, E & F at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 1A
第 1A 座，5 樓至 12 樓、15 樓至 23 樓及 25 樓至 26 樓 A、B、E 及 F 單位

- Flats A, B & E at 29/F-33/F and 35/F-39/F, Tower 1A
第 1A 座，29 樓至 33 樓及 35 樓至 39 樓 A、B 及 E 單位

- Flats A, B & H at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 1B
第 1B 座，5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、29 樓至 33 樓及 35 樓至 39 樓 A、B 及 H 單位

- Flats A, B & C at 5/F-12/F, 15/F-23/F and 25/F-26/F, Tower 2A
第 2A 座，5 樓至 12 樓、15 樓至 23 樓及 25 樓至 26 樓 A、B 及 C 單位

- Flats A & B at 29/F-33/F and 35/F-39/F, Tower 2A
第 2A 座，29 樓至 33 樓及 35 樓至 39 樓 A 及 B 單位

- Flats E at 5/F-12/F, 15/F-23/F, 25/F-26/F, 29/F-33/F and 35/F-39/F, Tower 2B
第 2B 座，5 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、29 樓至 33 樓及 35 樓至 39 樓 E 單位

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

I/We confirm that this tender is submitted on the basis that the Vendor will accept my/our tender for the purchase of all the Tendered Property and that I/we will be required to sign only one (1) Agreement covering all the Tendered Property.

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any persons alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Tendered Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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

**TENDERER MUST
COMPLETE THIS PAGE**

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Property</i>			
	Tower	Floor	Flat
1.			
2.			

<i>Section 3 – Tender Price</i>			
Tender price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.
Cheque	Amount (HK\$)	Bank	Cheque no.

Section 4 – Payment plan

The Tenderer must choose one of the following payment plans (†please tick one payment plan only).

(If applicable) If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

For details of the gifts, financial advantage or benefits, please refer to Annex 8.

† <input type="checkbox"/>	<p>90-day Cash Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 3% of the Purchase Price shall be paid within 30 days after the date of the Letter of Acceptance. • A further deposit equivalent to 2% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance. • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 90 days after the date of the Letter of Acceptance or within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.
† <input type="checkbox"/>	<p>120-day Cash Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 3% of the Purchase Price shall be paid within 30 days after the date of the Letter of Acceptance. • A further deposit equivalent to 2% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance. • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 120 days after the date of the Letter of Acceptance or within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.
† <input type="checkbox"/>	<p>150-day Cash Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 3% of the Purchase Price shall be paid within 30 days after the date of the Letter of Acceptance. • A further deposit equivalent to 2% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance. • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 150 days after the date of the Letter of Acceptance or within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.
† <input type="checkbox"/>	<p>Stage Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 5% of the Purchase Price shall be paid within 60 days after

	<p>the date of the Letter of Acceptance.</p> <ul style="list-style-type: none"> • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser .
† <input type="checkbox"/>	<p>Flexible Stage Payment Plan</p> <p><u>Terms of Payment</u></p> <ul style="list-style-type: none"> • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • A further deposit equivalent to 1% of the Purchase Price shall be paid within 60 days after the date of the Letter of Acceptance. • A further deposit equivalent to 1% of the Purchase Price shall be paid within 80 days after the date of the Letter of Acceptance. • A further deposit equivalent to 1% of the Purchase Price shall be paid within 100 days after the date of the Letter of Acceptance. • A further deposit equivalent to 1% of the Purchase Price shall be paid within 120 days after the date of the Letter of Acceptance. • A further deposit equivalent to 1% of the Purchase Price shall be paid within 140 days after the date of the Letter of Acceptance. • 90% of the Purchase Price (the balance of the Purchase Price) shall be paid within 14 days after the date of the Vendor’s notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Section 5 – Related Tender(s)(if any) († Please tick as appropriate)

† I/We confirm that I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer’s sole name but not in joint names with others) as follows (“**Related Tender(s)**”) :-

	Tower	Floor	Flat
1.			
2.			

Please choose only one of the following († Please tick one of the following boxes) :-

† I/We submit this tender on the condition that I/we wish to be awarded **ONE TENDER ONLY** amongst this tender and the Related Tender(s). I/We understand that if any one of this tender or the Related Tender(s) is accepted by the Vendor, other tenders would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

† I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

† My/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) or in joint names with other (s)), whose name(s) is/are set out in the table below, has/have submitted separate Offer Form(s) as follows (“**Related Tender(s)**”) :-

	Name of the Close Relative(s) (and other joint tenderer)	ID No.	Tower	Floor	Flat
1.					
2.					

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

I/We enclose herewith documentary proof (e.g. ID card, birth certificate, marriage certificate, etc.) of the Close Relative relationship for the Vendor's consideration.

For the purpose of this Section 5, “Close Relative” means a spouse, parent, child, brother, sister, grandparent and grandchild of the Tenderer (or any one of Tenderer).

Section 6 – Intermediary (if any)

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

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

I/We declare and confirm as follows:-

- (a) The intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
- (b) The Vendor and its staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (i) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, (ii) any information or (iii) any copy documents. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption; and
- (c) The Vendor is not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document.
- (d) The Vendor did not and will not authorise the Intermediary to collect any fees or commission from the Purchaser. If the Intermediary does collect any fees or commission from the Purchaser, the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commission to the Intermediary in relation to the sale of the Property.

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

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

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

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

For the purpose of this Declaration, “manager has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).

Section 8 – Submission checklist

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

1. Tender Document with the Offer Form completed and signed
2. Cashier order(s) and /or cheque(s)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documentary proof of close relative relationship (if applicable)
6. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Measurements of the Tendered Property (undated)
 - (2) Warning to Purchasers (undated)
 - (3) Acknowledgement Letter Regarding Stamp Duty (undated)
 - (4) Acknowledgement Letter Regarding Miscellaneous Matters (undated)
 - (5) Acknowledgement Letter Regarding Noise Mitigation Measures (if applicable) (undated)
 - (6) Acknowledgement Letter Regarding Open Kitchen (if applicable) (undated)
 - (7) Personal Information Collection Statement (undated)

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

We declare and agree as follows:-

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

Director(s)		
	Name	Identity Card No. / Passport No. / B.R. No.
1.		
2.		

**TENDERER MUST
COMPLETE THIS PAGE**

<i>Section 10 – Signature of the Tenderer and witness</i>	
<p>I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.</p> <p><i>(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its director(s) / authorized signatory(ies) with company chop.)</i></p>	
Signed by the Tenderer:	Witnessed by:
X	X
Name of the director / authorized signature (if the Tenderer is a company):	Name of the witness:
Date:	

*[End of Part 3: Offer Form]
 [End of the Tender Document]*

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

本人／我們確認，本投標書當作基於賣方將會接納本人／我們投標一併購買全部該投標物業，以及本人／我們只須簽署一份包括全部該投標物業的正式合約而遞交。

2. 如要約獲接納將構成有效協議

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

3. 收取接納書的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) **本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。**
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該投標物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. 本人／我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有)。

要約表格的附表

(由投標者填寫)

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

第2節- 投標物業			
	座	樓	單位
1.			
2.			

第3節- 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

第 4 節 – 支付辦法

投標者須選擇下列其中一種付款計劃。(†請只剔一種付款計劃)

(如適用)如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

有關贈品、財務優惠或利益的詳情，請參閱附件 8。

† <input type="checkbox"/>	<p>90 天現金優惠付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> ● 臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。 ● 加付訂金即樓價 3%於接納書的日期後 30 日內繳付。 ● 加付訂金即樓價 2%於接納書的日期後 60 日內繳付。 ● 樓價 90%（樓價餘額）於接納書的日期後 90 日內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
† <input type="checkbox"/>	<p>120 天現金優惠付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> ● 臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。 ● 加付訂金即樓價 3%於接納書的日期後 30 日內繳付。 ● 加付訂金即樓價 2%於接納書的日期後 60 日內繳付。 ● 樓價 90%（樓價餘額）於接納書的日期後 120 日內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
† <input type="checkbox"/>	<p>150 天現金優惠付款計劃</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> ● 臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。 ● 加付訂金即樓價 3%於接納書的日期後 30 日內繳付。 ● 加付訂金即樓價 2%於接納書的日期後 60 日內繳付。 ● 樓價 90%（樓價餘額）於接納書的日期後 150 日內或於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。
† <input type="checkbox"/>	<p>建築期付款</p> <p><u>支付條款</u></p> <ul style="list-style-type: none"> ● 臨時訂金即樓價 5%於投標書獲賣方接納當日（即接納書的日期）繳付。 ● 加付訂金即樓價 5%於接納書的日期後 60 日內繳付。 ● 樓價 90%（樓價餘額）於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

<input type="checkbox"/>	<p>靈活建築期付款</p> <p><u>支付條款</u></p> <ul style="list-style-type: none">• 臨時訂金即樓價 5% 於投標書獲賣方接納當日（即接納書的日期）繳付。• 加付訂金即樓價 1% 於接納書的日期後 60 日內繳付。• 加付訂金即樓價 1% 於接納書的日期後 80 日內繳付。• 加付訂金即樓價 1% 於接納書的日期後 100 日內繳付。• 加付訂金即樓價 1% 於接納書的日期後 120 日內繳付。• 加付訂金即樓價 1% 於接納書的日期後 140 日內繳付。• 樓價 90%（樓價餘額）於賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。
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第 5 節 – 相關投標書 (如有) (†請剔適用者)

†□ 本人／我們(以本人／我們的名義而非與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」):

	座	樓	單位
1.			
2.			

請選擇以下其中一個選項：(†請剔其中一個方格)

†□ 本人／我們提交本投標的前提為本人／我們僅願賣方接受本投標書或相關投標書**其中的一個投標書**。本人／我們明白若賣方接受本人／我們的本投標書及相關投標書任何其中的一個投標書，其他的投標將不被理會及不被賣方考慮或接受。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

†□ 本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

†□ 在以下列表列出名稱之本人／我們之近親(見義如下)(以近親的名義或與他人聯名)已遞交以下個別的要約表格(「**相關投標書**」):

	近親(及其他聯名投票者)之名稱	身份證號碼	座	樓	單位
1.					
2.					

本人／我們提交本人／我們提交本投標的前提為除非賣方亦同時接受**所有相關投標書**，否則賣方不得接受本投標。本人／我們亦確認、同意及接受賣方有唯一酌情權去決定是否有近親關係及賣方決定之投標結果為最終的，而本人／我們將不會就此提出任何申索或反對。

本人／我們 附上近親關係的證明文件(例如：身份證、出世紙、結婚證書等)供賣方考慮。

為本第 5 節的目的，「近親」指投標者(或其中一位投標者)的配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫及孫女。

第6節 – 中介人(如有)

地產代理姓名

地產代理牌照號碼

地產公司名稱

聯絡電話

關於中介人的聲明(僅於有指明中介人時適用)

本人/我們聲明及確認如下：

- (a) 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責；
- (b) 賣方及其職員並無亦不會直接或間接向買方或中介人收取(i)除本物業樓價及修訂正式合約的行政費外的任何費用或佣金、(ii)任何資料或(iii)任何副本文件。如有任何人士以賣方的僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件的條款及細則進行。
- (d) 賣方並無亦不會授權中介人向買方收取其他費用或佣金。如中介人擅自向買方收取其他費用或佣金，賣方將不會(而中介人在此亦同意賣方將不會)繳付中介人有關出售上述物業的任何費用或佣金。

第7節 – 與賣方關係的聲明(†請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第8節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. 招標文件及要約表格已填妥及簽署
2. 銀行本票及/或支票
3. 投標者的身份證明文件
4. 中介人的牌照(如適用)
5. 近親關係的證明文件(如適用)
6. 由投標者填妥並簽署的附件的文件：
 - (1) 投標物業的量度尺寸(未有填上日期)
 - (2) 對買方的警告(未有填上日期)
 - (3) 關於印花稅的確認書(未有填上日期)
 - (4) 關於其他事項的確認書(未有填上日期)
 - (5) 關於噪音緩解措施的確認書(未有填上日期) (如適用)
 - (6) 關於開放式廚房的確認書(未有填上日期) (如適用)
 - (7) 個人資料收集聲明(未有填上日期)

第9節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將該物業出售予投標者。

董事		
	名稱	身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		

第 10 節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

獲董事／授權人士的名稱(如投標者為公司)：

見證人名稱：

日期：

[第 3 部份：要約表格完]
[招標文件完]

附件

Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交及（如適用）須簽署以下標有“*”號的文件並連同招標文件一併遞交。)

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

1. Measurements of the Tendered Property#
投標物業的量度尺寸#
2. 對買方的警告 #
Warning to Purchasers #
3. 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
4. 關於其他事項的確認書 #
Acknowledgement Letter Regarding Miscellaneous Matters #
5. 關於噪音緩解措施的確認書 *
Acknowledgement Letter Regarding Noise Mitigation Measures *
6. 關於開放式廚房的確認書 *
Acknowledgement Letter Regarding Open Kitchen *
7. 個人資料收集聲明 #
Personal Information Collection Statement #
8. 贈品、財務優惠或利益的列表
List of gifts, financial advantage or benefits
9. 律師收費表
Schedule for Legal fees

Measurements of the Tendered Property
投標物業的量度尺寸

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

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

- a) the saleable area of the Property is
本物業的實用面積為
- | | | | | | |
|----------|------------------------|-------|--|-------|-----------------------------------|
| _____ | square metres/
平方米/ | _____ | square feet of which-
平方呎/ | _____ | square feet of which-
平方呎, 其中— |
| *[_____ | square metres/
平方米/ | _____ | square feet is the floor area of the balcony];
平方呎為露台的樓面面積]; | | |
| [_____ | square metres/
平方米/ | _____ | square feet is the floor area of the utility platform];
平方呎為工作平台的樓面面積]; | | |
| *[_____ | square metres/
平方米/ | _____ | square feet is the floor area of the verandah]; and
平方呎為陽台的樓面面積]; 及 | | |
| [_____ | square metres/
平方米/ | _____ | | | |
- b) other measurements are-
其他量度尺寸為—
- | | | | | |
|--|-------|------------------------|-------|------------------------|
| * [the area of the flat roof is
[平台的面積為 | _____ | square metres/
平方米/ | _____ | square feet];
平方呎]; |
| * [the area of the roof is
[天台的面積為 | _____ | square metres/
平方米/ | _____ | square feet];
平方呎]; |
| * [the area of the stairhood is
[梯屋的面積為 | _____ | square metres/
平方米/ | _____ | square feet];
平方呎]; |
| * [the area of the yard is
[庭院的面積為 | _____ | square metres/
平方米/ | _____ | square feet];
平方呎]; |
- * delete where inapplicable
* 刪除不適用者

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property. 本人/我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人/我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失/錯誤/錯字。

Signed by the Purchaser(s)買方簽署

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

- (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。

Signature of Purchaser(s) 買方簽署

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Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

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

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

Demand-side Management Measures for Residential Properties
住宅物業的需求管理措施

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to abolish all demand-side management measures for residential properties, namely the Special Stamp Duty (“**SSD**”), Buyer’s Stamp Duty (“**BSD**”) and Ad Valorem Stamp Duty (“**AVD**”) rate of 7.5% at Part 1 of Scale 1 with effect from the same date. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“**the Bill**”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“**LegCo**”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The rate of AVD of 7.5% at Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.
2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“**the Order**”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》（第120章）作出《2024年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期限最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。
- For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅，請瀏覽稅務局網頁（www.ird.gov.hk）。

Procedures to be followed by the Purchaser
買方須遵守的程序

4. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 1 months from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

買方承諾向賣方律師交付並促使其律師向賣方律師交付，在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。

Others

其他事項

5. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人/我們確認及知悉，若本人/我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人/我們須就此向賣方作出十足的彌償。

6. I/We acknowledge that this acknowledgement letter 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.

本確認書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。

7. 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.

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。

8. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signature of Purchaser(s) 買方簽署

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Acknowledgement Letter Regarding Miscellaneous Matters
關於其他事項的確認書

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署物業的臨時買賣合約前已清楚明白以下事項：

- (i) During the necessary maintenance of the external walls of the towers in the Development arranged by the Manager, the gondola will be operating in the airspace outside windows and above the roof / flat roof / the parapet walls of units in the Development. 在管理人安排之發展項目大廈外牆之必要維修進行期間，吊船將在發展項目單位之窗戶外及天台／平台／護牆之上及其上空運作。
- (ii) There may be ceiling bulkheads and/or sunken slabs in the Property for the air-conditioning system and/or mechanical and electrical services. The actual ceiling height of the Property may vary subject to as-built condition. There may be exposed pipes / ductings for air-conditioning system and/or mechanical and electrical services within the Property. 該物業內可能有假天花及／或跌級樓板，內裝置冷氣喉管及／或其他機電設備。該物業的實際天花高度可能有差異，以現樓狀況為準。該物業內可能有冷氣及／或機電設備之外露喉管／管道。
- (iii) (a) (For residential units which comprise areas for air-conditioning) No individual air-conditioner platforms, air-conditioning or other units shall be installed through any window or external walls of the Development and any part thereof other than at areas for air-conditioning of the residential units.
(如住宅單位包括冷氣機平台)除住宅單位的冷氣機平台外，不得通過發展項目的任何窗戶或外牆安裝獨立的冷氣機平台、冷氣機或其他裝置。
- (b) (For residential units which do not comprise any areas for air-conditioning) No air-conditioning or other units shall without the prior written consent of the Manager be installed other than at places designated for such purpose. The air-conditioner platform(s) outside the Property may be placed with air-conditioner(s) outdoor unit(s) belonging to the Property and/or other residential units.
(對於不包括任何冷氣機平台的住宅單位)未經管理人先書面同意，不得在指定地點以外的地方安裝冷氣機或其他裝置。該物業外的冷氣機平台可能會放置屬於該物業及／或其他住宅物業的一部或多部冷氣機室外機。
- (iv) There are common areas (the “Area”) for pipe duct maintenance at flat roof of some residential properties on 5/F and 29/F and the Area(s) is/are part(s) of the Residential Common Areas and Facilities as defined in the Deed of Mutual Covenant and Management Agreement (the “DMC”). Pursuant to the provisions of the DMC, and in particular sub-clause (a) of Part B of the Second Schedule to the DMC, the Manager of the Development shall have the right to enter into the Area(s) through the residential properties on 5/F and 29/F. The Area(s) has/have been shown in the relevant floor plans of the sales brochure of the Development.
5樓及29樓的部份住宅物業之平台有供管道槽維修用之公用範圍（「該範圍」），而該範圍於公契及管理協議（「公契」）界定為住宅公用地方及設施。根據公契上的條文及公契第二附表B部分第(a)條，發展項目的管理人有權經過5樓及29樓的部份住宅物業進入該範圍。該範圍已展示於發展項目的售樓說明書的相關樓面平面圖。

- (v) There may be backlit signage and decorative lighting at the external wall at lower levels of the Development below each tower in the Development. The locations of such signage and lighting may be changed from time to time and its illumination may impact the Property.
發展項目的低層的外牆可能設有背光標誌及裝飾照明。該等標誌及裝飾照明的位置可能不時改變。上述特色裝置的照明對該物業可能會造成影響。
- (vi) There may be exhaust devices at lower levels of the Development. The alignment and position of the exhaust devices may be changed from time to time and are subject to compliance with the relevant statutory requirements and/or directions from the relevant government authorities. Such exhaust devices may impact the Property.
發展項目的低層或會有排氣設備。排氣設備的排列及位置或會不時更改，並須符合相關法例的要求及／或有關政府部門的指引。上述排氣設備對該物業可能會造成影響。
- (vii) There may be air-conditioner(s) outdoor unit(s) at the flat roof at lower levels of the Development. The alignment and position of the air-conditioner(s) outdoor unit(s) may be changed from time to time. Such air-conditioner(s) outdoor unit(s) may impact the Property.
發展項目低層的平台或會有冷氣機室外機。冷氣機室外機的排列及位置可能不時改變。冷氣機室外機對該物業可能會造成影響。
- (viii) There may be decorative lighting and sound system at the landscape area, outdoor swimming pool and indoor swimming pool at lower levels of the Development. The locations of such lighting and sound system may be changed from time to time and social events will be held at the abovementioned facilities. Such illumination or noise may impact the Property.
發展項目低層的園景區、室外游泳池及室內游泳池設有裝飾照明及音響系統。該等裝飾照明及音響系統的位置可能不時改變及以上設施將會舉辦社交活動。上述特色裝置的照明及噪音對該物業可能會造成影響。
- (ix) All services provided or goods sold by the tenants in the Commercial Accommodation of the Development are subject to the discretion of the tenants and may change from time to time. No warranty or representation (whether express or implied) has been made by the Vendor or its agent whatsoever in respect of the provision of any services or sale of any goods or the tenants' mix in the Commercial Accommodation of the Development.
所有由發展項目的商場租戶提供之服務或售賣之貨品由該等租戶酌情決定及可能不時改變。賣方或其代理人對該等服務或貨品或租戶之組合並無作出任何承諾或陳述（不論明示或隱含）。
- (x) The Clubhouse and facilities of the Development may not be open for immediate use upon completion of the Development.
會所及／或康樂設施於發展項目入伙時未必能即時啟用。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance of the above.
本人／吾等確認及聲明本人／吾等同意購入該物業時已完全知悉並接受上述事項。

Signature of Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Noise Mitigation Measures
關於噪音緩解措施的確認書

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人／吾等，即下方簽署人，特此確認本人／吾等簽署該物業的臨時買賣合約前已清楚明白以下事項：

- Noise mitigation measures (collectively "**noise mitigation measures**") are provided in certain residential properties in the Development. Please refer to "Relevant Information" section of in the sales brochure of the Development for details of such residential properties and locations of the noise mitigation measures.
發展項目內的若干住宅物業有提供噪音緩解措施（統稱「**噪音緩解措施**」）。有關該等住宅物業及噪音緩解措施位置及詳情，請參閱發展項目的售樓說明書之「有關資料」。
- The noise mitigation measures set out in "Relevant Information" section in the sales brochure of the Development are extracted from the latest Noise Impact Assessment Report (Report Ref: R7024_V2.3, dated April 2023) in respect of the Development as approved by the District Lands Office/ Kowloon East of Lands Department on 16 June 2023 (the "**NIAR**").
發展項目的售樓說明書之「有關資料」內表列之噪音緩解措施乃摘自根據地政總署九龍東區地政處於 2023 年 6 月 16 日最新經批准的發展項目的噪音影響評估報告(報告編號: R7024_V2.3, 2023 年 4 月) (統稱「**該噪音影響評估報告**」)。
 - The noise mitigation measures set out in "Floor Plans of Residential Properties in the Development" section in the sales brochure of the Development might not tally with the NIAR. Please refer to "Floor Plans of Residential Properties in the Development" section and "Relevant Information" section in the sales brochure of the Development for details of discrepancies in respect of noise mitigation measures between the said sections in the sales brochure of the Development and the NIAR.
發展項目的售樓說明書之「發展項目的住宅物業的樓面平面圖」內表列之噪音緩解措施可能與該噪音影響評估報告有異。請參閱發展項目的售樓說明書之「發展項目的住宅物業的樓面平面圖」及「有關資料」，以了解上述發展項目的售樓說明書之章節與該噪音影響評估報告有關噪音緩解措施差異之詳情。
 - All noise mitigation measures are subject to the actual provisions upon completion in accordance with the requirements under the NIAR.
所有舒緩噪音措施以成交時按該噪音影響評估報告內所要求的實際規定為準。
- Clause 10.15(b), (c) and (e) of the Deed of Mutual Covenant and Management Agreement stipulates that:
公契第 10.15(b)、(c)及(e)條訂明：
 - Alteration of or tampering with such Noise Mitigation Measures (save and except for the maintenance, replacement or repair in accordance with sub-clause (c) below) is prohibited.

禁止更改或篡改該等噪音緩解措施(除按照下文(c)款的規定進行維修、更換或修理外)。

- (c) The maintenance, replacement or repair of such Noise Mitigation Measures forming part of any Residential Units shall be made by the relevant Owners of such Residential Units in accordance with the standards as approved by the Manager. The Owners of such Residential Units shall use such materials and appoint such contractors as approved by the Manager in relation thereto.

構成任何住宅單位一部分的噪音緩解措施的維護、更換或修理，須由該等住宅單位的有關業主按照管理人批准的標準進行。該住宅單位的業主應使用管理人批准的物料和聘請承建商。

- (e) The Maintenance Windows have key locks and shall only be opened for maintenance access by the Owners of the relevant Residential Units only including but not limited to cleaning of Maintenance Windows and not for ventilation purpose.

維修窗有鑰匙鎖，只能由有關住宅單位的業主打開進行維修，包括但不限於清潔維修窗，而不能作通風之用。

"

4. The show flat(s) (if any) at the sales office may not be provided with all or any of the above noise mitigation measures. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

位於售樓處的示範單位(如有)未必有提供以上所有噪音緩解措施或任何之一。本人 / 吾等確認及聲明本人 / 吾等同意購入物業時已完全知悉上述之限制及責任，並將完全遵守及履行該等限制及責任而不會作出任何反對。

5. In case of any discrepancy between the Chinese and English text of this letter, the English version shall prevail.

如本函之中英文文本有任何差異，一概以英文文本為準。

Signature of Purchaser(s) 買方簽署

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Acknowledgement Letter Regarding Open Kitchen
關於開放式廚房的確認書

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

本人/吾等，即下述簽署人，僅此確認，本人/吾等在簽署臨時買賣合約前明白和接納：

1. I/We shall be responsible for maintenance and annual inspection of the fire services installations within the Property.
本人/吾等將會負責保養及每年檢查該物業內的消防裝置。
2. I/We shall not (a) alter, remove or obstruct any smoke detectors provided inside the Property and at the common lobby outside the Property; (b) alter, remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of the Property; (c) alter or remove the full height wall having fire resistance rating of not less than -/30/30 of the Property.
本人/吾等不得 (a) 改動、拆除或干擾物業內及該物業外的公用大堂提供的任何煙霧探測器；(b) 改動、拆除或干擾該物業內開放式廚房之上的天花提供的消防花灑頭；(c) 改動或拆除該物業的全高牆，其耐火等級不低於-/30/30的。
3. I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our cost and expense) annual check and maintenance of the fire services installations including but not limited to smoke detectors and sprinkler heads within the Property.
本人/吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入物業，藉以為物業內的消防裝置(包括但不限於煙霧探測器及消防花灑頭)進行年度檢查及保養(費用及開支由本人/吾等承擔)。
4. In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under the Fourth Schedule to the Deed of Mutual Covenant and Management Agreement, and make it a condition in the relevant agreement (if any).
若本人/吾等放棄管有物業，本人/吾等會促使租客、被許可人或佔用人(視情況而定)遵守消防安全管理計劃，尤其是公契及管理協議第四附表所列的條款，並將此規定列為相關租約(如有)的一項條件。
5. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance, annual inspection and certification of the fire services installations for open kitchen shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.
本人/吾等會應要求承擔管理人及/或註冊消防裝置承辦商對開放式廚房的消防裝置進行保養、年度檢查及領取證明書所產生的費用及開支。為免疑問，該年度及定期檢查費用及開支並不構成管理費的一部份。
6. In case of any discrepancy between the Chinese and English text of this letter, the English version shall prevail.
如本函之中英文文本有任何差異，一概以英文文本為準。

Signature of Purchaser(s) 買方簽署

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Oriental Generation Limited 東展有限公司, Smart Beauty Limited, Get Luck Investment Limited 萬崇投資有限公司, China Creation Property Investment Limited 華創地產投資有限公司*, Joint Fun Trading Limited 聯趣貿易有限公司*, Excel Bid Limited*, Ted Show International Limited*, Innosafe Company Limited*, Already Luck Limited*, Apex Fly Limited*, Central Winbest Limited* (* companies incorporated in British Virgin Islands with limited liability 於英屬維爾京群島成立的有限責任公司)		
Development 發展項目	Uptown East 泰峯 55 Kwun Tong Road 觀塘道 55 號		
Property 該物業	Tower 座	Floor 樓	Flat 單位
Purchaser(s) 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期			

Collection of your personal information
收集閣下的個人資料

From time to time, it is necessary for you to supply the Vendor or their respective holding companies, subsidiaries, affiliates and associated companies (the Vendor and their respective holding companies, subsidiaries, affiliates and associated companies, collectively, "we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars. 賣方或其控股公司、附屬公司、聯營公司及關聯公司(賣方及其控股公司、附屬公司、聯營公司及關聯公司統稱「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易),需要閣下不時向我們或我們的代理人提供閣下的個人資料及詳情。若沒有所需的資料及詳情,我們可能無法提供閣下要求的服務及產品。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information". 我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「閣下資料」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap. 486 (the "Ordinance"). 本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章)(「條例」)的權利。

Purposes for which Your Information may be used
閣下資料可能被用作的用途

We may use Your Information for one or more of the following purposes from time to time:
我們可能不時使用閣下資料作下列一個或多個用途:

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易,包括準備文件和作出任何必要的安排以完成交易;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
向閣下尋求按揭、第二按揭、信貸融資或財務融通,與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請;
- (iv) enabling our associated corporation's engaged mortgage coordinator to provide its credit assessment advisory services to our associated corporation as first mortgagee or second mortgagee; and to distribute mortgage applications to relevant potential mortgagees and to provide support in dealing with relevant potential mortgagees in respect of such mortgage applications, priority deeds and referral arrangement;
致使我們的聯繫法團所聘任的按揭協調公司能夠向我們的聯繫法團(作為第一按揭人或第二按揭人)提供信貸評核服務及向有關潛在承按人提供按揭申請,以及就有關按揭申請、優先權契約及轉介安排,提供有關的支援,以處理有關潛在承按人的要求;
- (v) handling your applications or requests for services, products, memberships or benefits;

- (vi) 處理閣下就服務、產品、會籍或利益的申請或要求；
facilitating property management and security;
促進物業管理及保安
- (vii) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (viii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分)；
- (ix) communicating with you;
與閣下溝通；
- (x) investigating and handling complaints;
調查及處理投訴；
- (xi) conducting surveys (which are wholly on voluntary basis) on the quality of services, properties, loans, property developments or products provided by us;
就我們提供的服務、物業、貸款、物業發展項目或產品的質量進行調查(完全是自願性質參與)
- (xii) preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (xiii) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong:

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

- (i) any associate corporation(s) of us;
我們的任何有聯繫法團；
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) our associated corporation's engaged mortgage coordinator;
我們的聯繫法團所聘任的按揭協調公司；
- (v) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (vi) any person involved in your property transaction; and
閣下物業交易涉及的任何人士；及
- (vii) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

(i) 除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii) 除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
 - (1) properties or property developments offered by us;
我們提供的物業或物業發展項目；
 - (2) services and products offered by us (including property agency services, credit facilities, its engaged mortgage coordinator's services);
我們提供的服務及產品(包括地產代理服務信貸融資、財務服務及其聘任的按揭協調公司所提供的服務)；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us; and
我們提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及

(4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；

(c) in return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of us for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予我們的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to, and correction of, Your Information" section below to opt out from direct marketing at any time.

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號(✓)行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

Access to, and correction of, Your Information

查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to the representative of the Vendor, China Deluxe Investments Limited, 16th Floor, Hang Cheong Building, 1 Wing Ming Street, Cheung Sha Wan, Kowloon, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向賣方之代表華豪投資控股有限公司提出，其地址為香港九龍長沙灣永明街1號恆昌工廠大廈16樓。

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, we may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(✓)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(✓)，我們可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

Please do NOT send direct marketing information to me.
請不要向本人發送直接促銷資訊。

Please do NOT provide my personal data to other persons for their use in direct marketing.
請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

Signature of Purchaser(s) 買方簽署

Annex 8
附件 8

List of gifts, financial advantage or benefits
贈品、財務優惠或利益的列表

Part I
第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the first-hand Purchaser in connection with the purchase of a residential property will be deducted from the Purchase Price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予一手買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding all relevant matters including but not limited to whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定所有相關事項，包括但不限於買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
6. For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of Purchase Price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner. If subsequently it is discovered that the Purchaser is not entitled to any cash rebate(s), the Purchaser shall forthwith upon demand from the Vendor refund the relevant cash rebate(s) to the Vendor.
所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。如其後發現買方不應獲得任何現金回贈，買方收到賣方要求後須立即退回相關現金回贈予賣方。

Part II
第 II 部份

1. **Eligibility of being invited into the group of purchasers enjoying preferential arrangements in the purchase of one residential car parking space**
被邀請納入享認購一個住宅停車位較優惠安排的買家組別之資格

(Only Applicable to the following residential property(ies))
(只適用於以下住宅物業)

第 1A 座 30 樓 A 單位, 第 1A 座 31 樓 A 單位及 第 1A 座 32 樓 A 單位
第 2A 座 30 樓 A 單位, 第 2A 座 31 樓 A 單位及 第 2A 座 32 樓 A 單位
Flat A on 30 floor of Tower 1A, Flat A on 31 floor of Tower 1A and Flat A on 32 floor of Tower 1A
Flat A on 30 floor of Tower 2A, Flat A on 31 floor of Tower 2A and Flat A on 32 floor of Tower 2A

Subject to contract, the Purchaser whose tender is accepted will have eligibility of being invited into the group of purchasers enjoying preferential arrangements in the purchase of one residential car parking space in the Development (price and details of the purchase will be determined by the Vendor at its sole and absolute discretion and will be announced later). Subject to the terms and conditions of the relevant transaction documents.
受制於合約，投標書獲接納之買方可被邀請納入享認購一個住宅停車位較優惠安排的買家組別之資格認購發展項目中的一個住宅停車位（售價及詳情將由賣方全權及絕對酌情決定，並容後公佈）。詳情以相關交易文件條款為準。

[贈品、財務優惠或利益的列表完]
[End of List of gifts, financial advantages or benefit]

UptownEast 泰峯

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

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

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

Please read carefully the "Anti-Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website and bring the following to the office of MAYER BROWN when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf>

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf>

1.	The original Preliminary Agreement for Sale and Purchase 正本臨時買賣合約
2.	Hong Kong Identity Card(s) OR other identification document (if applicable) and Original Address Proof (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s) 買家香港身份證或其他身份證明文件(如適用)及 住址證明正本 (例如最近三個月之水電費單或銀行月結單)
3.	CASHIER ORDER(S) in favour of "MAYER BROWN" for part payment of purchase price (if applicable). 銀行本票 抬頭請寫「孖士打律師行」，以支付部份樓價(如適用)
4.	Cheque in favour of "MAYER BROWN" for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Noted/Remark" below) 支票抬頭請寫「孖士打律師行」，以支付有關正式買賣合約圖則費、雜項支出(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
5.	CASHIER ORDER in favour of "MAYER BROWN" for payment of stamp duty payable under the Agreement for Sale and Purchase 銀行本票 抬頭請寫「孖士打律師行」，以支付有關買賣合約的印花稅

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

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

a.	Memorandum and Articles of Association 公司組織及章程	d.	Latest Business Registration Certificate (certified copy) 最近期之商業登記證(核證副本)
b..	Certificate of Incorporation (certified copy) 公司註冊證書(核證副本)	e.	Board Minutes for the purchase of the premises 購買有關單位之公司董事會議議記錄
c.	Latest register of directors and annual return (certified copy) (Form NNC1/NAR1/ND2A/ND2B) 最近期之董事名冊及公司周年申報表(核證副本) (表格 NNC1/NAR1/ND2A/ND2B)	f.	Company Chop 公司簽署印章(膠印)

Important Notice 重要的提醒

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

加付訂金或繳付部份樓價及樓價餘款須以**銀行本票**支付，抬頭請寫「孖士打律師行」

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

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

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

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用																		
<p>I. Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Remark Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to "Mayer Brown"</p> <p>備註 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅，本票抬頭請寫「孖士打律師行」</p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<table border="0"> <tr> <td data-bbox="807 259 1356 315">1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:</td> <td align="right" data-bbox="1356 259 1498 315">\$500</td> </tr> <tr> <td data-bbox="807 349 1356 427">2. Cost on account: 預付律師費: [See Note (a)(ii) 見備忘錄(a)(ii)]</td> <td align="right" data-bbox="1356 349 1498 427">\$3,000</td> </tr> <tr> <td data-bbox="807 461 1356 517">3. #Registration fee: #登記費:</td> <td align="right" data-bbox="1356 461 1498 517">\$210</td> </tr> <tr> <td data-bbox="807 551 1356 1077">4. Charges for part of certified copies of title deeds: 部份業權契據認證副本費用: Option A: 選項 A: Physical certified copy and copies of title deeds (up to issuance of presale consent) including those of previous building Kai Tak Mansion 實體業權契據認證本及副本(直至預售樓花同意書發出), 包括之前建築物啟德大廈的業權契據認證本及副本 Option B: 選項 B: A DVD containing scanned copy of title deeds of previous building Kai Tak Mansion with certification of solicitor on the DVD label and some relevant certified copy of title deeds (up to issuance of presale consent) 一張 DVD 光碟內含之前建築物啟德大廈的業權契據掃描副本, DVD 標籤上附有律師的證明書, 及部份相關的業權契據認證本及副本(直至預售樓花同意書發出)</td> <td align="right" data-bbox="1356 551 1498 1077">Option A: 選項 A: \$66,000 Option B: 選項 B: \$23,000</td> </tr> <tr> <td data-bbox="807 1111 1356 1189">5. Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家):</td> <td align="right" data-bbox="1356 1111 1498 1189">\$400</td> </tr> <tr> <td data-bbox="807 1223 1356 1279">6. Plan fee for Agreement (subject to the final confirmation by the architect) (per set) 買賣合約圖則費(以則師最後收費為準)(每套)</td> <td></td> </tr> <tr> <td data-bbox="871 1312 1356 1435">(i) Residential unit (excluding units on 41/F & 42/F of Tower 1A, 1B, 2A & 2B which are not intended for sale) 住宅單位(不包括並不打算提供出售的第 1A、1B、2A 及 2B 座 41 及 42 樓的單位)</td> <td align="right" data-bbox="1356 1312 1498 1435">\$2,000</td> </tr> <tr> <td data-bbox="871 1447 1356 1503">(ii) Parking Space 車位</td> <td align="right" data-bbox="1356 1447 1498 1503">(to be advised) (待確認)</td> </tr> <tr> <td data-bbox="807 1559 1356 1700">7. Stamp Duty: 印花稅: (Please see Note on Stamp Duty) (請參閱印花稅須知)</td> <td></td> </tr> </table>	1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:	\$500	2. Cost on account: 預付律師費: [See Note (a)(ii) 見備忘錄(a)(ii)]	\$3,000	3. #Registration fee: #登記費:	\$210	4. Charges for part of certified copies of title deeds: 部份 業權契據認證副本費用: Option A: 選項 A: Physical certified copy and copies of title deeds (up to issuance of presale consent) including those of previous building Kai Tak Mansion 實體業權契據認證本及副本(直至預售樓花同意書發出), 包括之前建築物啟德大廈的業權契據認證本及副本 Option B: 選項 B: A DVD containing scanned copy of title deeds of previous building Kai Tak Mansion with certification of solicitor on the DVD label and some relevant certified copy of title deeds (up to issuance of presale consent) 一張 DVD 光碟內含之前建築物啟德大廈的業權契據掃描副本, DVD 標籤上附有律師的證明書, 及部份相關的業權契據認證本及副本(直至預售樓花同意書發出)	Option A: 選項 A: \$66,000 Option B: 選項 B: \$23,000	5. Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家):	\$400	6. Plan fee for Agreement (subject to the final confirmation by the architect) (per set) 買賣合約圖則費(以則師最後收費為準)(每套)		(i) Residential unit (excluding units on 41/F & 42/F of Tower 1A, 1B, 2A & 2B which are not intended for sale) 住宅單位(不包括並不打算提供出售的第 1A、1B、2A 及 2B 座 41 及 42 樓的單位)	\$2,000	(ii) Parking Space 車位	(to be advised) (待確認)	7. Stamp Duty: 印花稅: (Please see Note on Stamp Duty) (請參閱印花稅須知)	
1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費:	\$500																			
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(ii) Parking Space 車位	(to be advised) (待確認)																			
7. Stamp Duty: 印花稅: (Please see Note on Stamp Duty) (請參閱印花稅須知)																				

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
II.	<p>First Equitable Mortgage (including First Legal Mortgage to be signed on completion) or First Legal Mortgage 第一樓花按揭契(包括入伙時所簽的正式按揭契)或第一正式按揭契</p> <p>Loan Amount: 貸款額</p> <p>(i) not exceeding \$ 5,000,000 不超過\$5,000,000</p> <p>(ii) between \$ 5,000,001 and \$7,500,000 \$5,000,001 至\$7,500,000 之間</p> <p>(iii) between \$7,500,001 and \$10,000,000 \$7,500,001 至\$10,000,000 之間</p> <p>(iv) over \$10,000,000 超過\$10,000,000</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及(c)]</p> <p>\$5,000</p> <p>\$7,000</p> <p>\$8,500</p> <p>0.1% of Loan Amount</p>	<p>1. *Land search fees and miscellaneous charges: *土地註冊處查冊費及其他雜費: \$500</p> <p>2. **Registration fee: **登記費: \$450</p> <p>3. **Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): **第一樓花按揭契及/或第一正式按揭契裁定費(若適用): \$50</p> <p>4. **Filing fee at Companies Registry (applicable to Corporate Purchaser only): **公司註冊處按揭登記費(只適用於公司買家): \$340</p> <p>5. **Bankruptcy/winding up search fees: **個人破產/公司清盤查冊費: \$98 (each) (每人/每間公司)</p> <p>6. *Company search fees(applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家): \$400</p>
III.	Assignment 樓契	[see Note (a)] [見備忘錄 (a)]	<p>1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費: \$500</p> <p>2. #Registration fee: #登記費: \$450</p> <p>3. Plan fee for Assignment (subject to the final confirmation by the architect) (per set) 樓契圖則費 (以則師最後收費為準) (每套)</p> <p>(i) Residential unit (excluding units on 41/F & 42/F of Tower 1A, 1B, 2A & 2B which are not intended for sale) 住宅單位(不包括並不打算提供出售的第 1A、1B、2A 及 2B 座 41 及 42 樓的單位) \$1,000</p> <p>(ii) Parking Space 車位 (to be advised) (待確認)</p> <p>4. Costs for preparing certified copy of Deed of Mutual Covenant with plans: 公契認證副本費連圖: (to be advised) (待確認)</p> <p>5. Charges for remaining certified copies of title deeds: 餘下業權契據認證副本費用: (to be advised) (待確認)</p> <p>6. Stamp Duty: 印花稅: \$100</p> <p>7. Levy to Property Management Services Authority: 物業管理業監管局徵款: \$350</p> <p>8. Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家): \$400</p> <p>9. Board Resolution (applicable to Corporate Purchaser only): 公司會議記錄(只適用於有限公司買家): \$500</p>

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

* The above fees and disbursements will be paid upon execution of Equitable Mortgage/Legal Mortgage.

* 以上所有費用及代墊付費用於簽署樓花按揭/現樓按揭時各要支付一次。

Note 備忘錄：

(a) (i) **Joint Legal Representation**

If the Purchaser is the 1st purchaser buying unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之一手買方及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用 (但不包括收費表 B 項所列之雜項費用) 將獲豁免。

(ii) **Change of Legal Representation**

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage / Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或樓花按揭契/按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商代表律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的港幣\$3,000 律師費將可用於抵扣此款項)。

(iii) **Separate Legal Representation**

If the Purchaser elects separate representation, the Purchaser shall bear his own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of Advice is HK\$1,500 for each set. The cost does not include the preparation of Guarantee.

若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500 元。費用不包括擬備擔保書。

(c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Mortgage and the Guarantee.

事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

Other Charges (If applicable)**其他費用(若適用)**

1.	(a) Guarantee for 1 st Equitable Mortgage /1 st Mortgage 第一樓花按揭擔保書/第一按揭擔保書 (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	\$2,500.00 each 每份 \$2,500.00 \$1,500.00 each set 每套 \$1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄	\$2,500.00 for each Company 每間公司每套\$2,500.00
3.	Supplemental Agreement 補充合約	\$2,800.00 each (exclusive of disbursements) 每份 \$2,800.00 (不包括雜項費用)
4.	Power of Attorney 授權書	\$3,000.00 each (exclusive of disbursements) 每份 \$3,000.00 (不包括雜項費用)
5.	For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：海外律師費及須支付海外律師之支出費用等並不包括在內)	\$6,500.00 \$1,500.00
6.	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	
7.	Application for refund or partial refund of Stamp Duty 申請退還或部份退還印花稅	\$5,000.00 (exclusive of disbursements) \$5,000.00 (不包括代墊付費用)

Note on Stamp Duty (印花稅須知)

1. On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is, no Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) or Ad Valorem Stamp Duty (“AVD”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“the Bill”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“LegCo”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.

2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。

2. The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“the Order”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.

政府亦根據《公共收入保障條例》（第120章）作出《2024年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期限最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。

Please consult your solicitors regarding details of the payment of AVD.

有關支付「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty 從價印花稅計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$3,000,000	\$100
(b) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i) \$10,080,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	HK\$750,000 + 10% of the excess over HK\$20,000,000
(k) \$21,739,121 and above	4.25%

Enquiry 查詢

Purchaser may contact our staff during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) (except Saturdays and Public Holidays) for enquiring about signing the formal Agreement for Sale and Purchase.

如有，請於辦公時間內星期一至星期五(上午9時30分至中午12時正及下午2時15分至5時)(星期六及公眾假期除外)，與負責職員聯絡諮詢有關簽署正式買賣合約問題。

UptownEast 泰峯

Tower 1A						
Floor/Unit	A	B	C	D	E	F
40/F	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387			
39/F	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	
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36/F	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	
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33/F	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299	
32/F	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	
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UptownEast 泰峯

Tower 1B								
Floor/Unit	A	B	C	D	E	F	G	H
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UptownEast 泰峯

Tower 2A							
Floor/Unit	A	B	C	D	E	F	G
40/F	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Ms. Wu 胡小姐 Tel: 2843 4491				
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33/F	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Mr. Chau 周先生 Tel: 2843 4346	
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31/F	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Ms. Wu 胡小姐 Tel: 2843 4491	
30/F	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Chan 陳小姐 Tel: 2843 4476	Ms. Chan 陳小姐 Tel: 2843 4476	Ms. Chan 陳小姐 Tel: 2843 4476	Mr. Chan 陳先生 Tel: 2843 2490	
29/F						Ms. Ng 伍小姐 Tel: 2843 4262	
26/F	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387
23/F	Mr. Law 羅先生 Tel: 2843 4573	Mr. Law 羅先生 Tel: 2843 4573	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232
21/F	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Ms. Wong 黃小姐 Tel: 2843 2275	Ms. Wong 黃小姐 Tel: 2843 2275	Ms. Wong 黃小姐 Tel: 2843 2275	Mr. Law 羅先生 Tel: 2843 4573
19/F	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559
17/F	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299
15/F	Ms. Chan 陳小姐 Tel: 2843 4476	Ms. Chan 陳小姐 Tel: 2843 4476	Ms. Chan 陳小姐 Tel: 2843 4476	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chak 翟先生 Tel: 2843 4266
11/F	Ms. So 蘇小姐 Tel: 2843 4314	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262
9/F	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314
7/F	Ms. Wong 黃小姐 Tel: 2843 2275	Ms. Wong 黃小姐 Tel: 2843 2275	Ms. Wong 黃小姐 Tel: 2843 2275	Mr. Law 羅先生 Tel: 2843 4573	Mr. Law 羅先生 Tel: 2843 4573	Mr. Law 羅先生 Tel: 2843 4573	Ms. Sha 沙小姐 Tel: 2843 2236
5/F	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346

UptownEast 泰峯

Tower 2B							
Floor/Unit	A	B	C	D	E	F	G
40/F	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346					
39/F	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	
38/F	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	
37/F	Ms. So 蘇小姐 Tel: 2843 4314	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Chan 陳小姐 Tel: 2843 4476	
36/F	Mr. Law 羅先生 Tel: 2843 4573	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. So 蘇小姐 Tel: 2843 4314	
35/F	Ms. Liu 廖小姐 Tel: 2843 2559	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Ms. Wong 黃小姐 Tel: 2843 2275	Mr. Law 羅先生 Tel: 2843 4573	
33/F	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	
32/F	Mr. Chak 翟先生 Tel: 2843 4266	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299	
31/F	Ms. Chan 陳小姐 Tel: 2843 4476	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chan 陳先生 Tel: 2843 2490	Mr. Chak 翟先生 Tel: 2843 4266	Mr. Chak 翟先生 Tel: 2843 4266	
30/F	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Ng 伍小姐 Tel: 2843 4262	Ms. Chan 陳小姐 Tel: 2843 4476	Ms. Chan 陳小姐 Tel: 2843 4476	
29/F	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	Ms. So 蘇小姐 Tel: 2843 4314	Ms. Wong 黃小姐 Tel: 2843 2387	Ms. Wong 黃小姐 Tel: 2843 2387	
26/F	Mr. Law 羅先生 Tel: 2843 4573	Mr. Law 羅先生 Tel: 2843 4573	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Sha 沙小姐 Tel: 2843 2236	Ms. Tsui 徐小姐 Tel: 2843 4232	Ms. Tsui 徐小姐 Tel: 2843 4232
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7/F	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Ms. Liu 廖小姐 Tel: 2843 2559	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346	Mr. Chau 周先生 Tel: 2843 4346
5/F	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Wu 胡小姐 Tel: 2843 4491	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Chung 鍾小姐 Tel: 2843 2299	Ms. Choi 蔡小姐 Tel: 2843 2585	Ms. Choi 蔡小姐 Tel: 2843 2585

UptownEast 泰峯

何韋律師行

香港中環遮打道十八號
歷山大廈二十七字樓
(港鐵中環站 H 出口)
熱線電話: 2803 3633
傳真: 3020 1913

電郵: Uptown.East.Project@howsewilliams.com

HOWSE WILLIAMS

27th Floor, Alexandra House,
18 Chater Road, Central, Hong Kong SAR
(MTR Central Station Exit H)
Hotline: 2803 3633
Fax: 3020 1913
Email: Uptown.East.Project@howsewilliams.com

Please make the necessary appointment and call at **HOWSE WILLIAMS of 27th Floor, Alexandra House, No. 18 Chater Road, Central, Hong Kong** to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Preliminary Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早 (敬請預約) 駕臨 香港中環遮打道 18 號歷山大廈 27 樓「何韋律師行」簽署正式買賣合約。

Please read carefully the "Anti-Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website and bring the following to the office of HOWSE WILLIAMS when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在以下網站下載，並於預約時間內攜帶以下文件駕臨何韋律師行及親自簽署正式買賣合約:-

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf>

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf>

1.	The original Preliminary Agreement for Sale and Purchase 正本臨時買賣合約
2.	Hong Kong Identity Card(s) or other identification document (if applicable) and Original Address Proof (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s) 買家香港身份證或其他身份證明文件 (如適用) 及住址證明正本 (例如最近三個月之水電費單或銀行月結單)
3.	Particulars of occupation or business (such as a business card, salary slip or letter of employment) 職業或商業詳細資料 (例如名片、糧單或聘書)
4.	CASHIER ORDER(S) in favour of "HOWSE WILLIAMS" for part payment of purchase price (if applicable). 銀行本票抬頭請寫「何韋律師行」，以支付部份樓價 (如適用)
5.	Cheque(s) in favour of "HOWSE WILLIAMS" for payment of Agreement plan fee, miscellaneous charges (details see Table of Charges below) and Cost on account (see "Note (a)(ii)" below) 支票抬頭請寫「何韋律師行」，以支付有關正式買賣合約圖則費、雜項支出 (詳情請參閱收費表) 及預付律師費 (請參閱備忘錄(a)(ii))
6.	CASHIER ORDER(S) in favour of "The Government of the Hong Kong Special Administrative Region" for payment of stamp duty payable under the formal Agreement for Sale and Purchase 銀行本票 抬頭請寫「香港特別行政區政府」，以支付有關買賣合約的印花稅

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

如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

a.	Memorandum and Articles of Association 公司組織及章程	d.	Latest Business Registration Certificate (certified copy) 最近期之商業登記證 (核證副本)
b.	Certificate of Incorporation (certified copy) 公司註冊證書 (核證副本)	e.	Board Minutes for the purchase of the premises 購買有關單位之公司董事會議記錄

c.	Latest register of directors and annual return (certified copy) (Form NNC1/NAR1/ND2A/ND2B) 最近期之董事名冊及公司周年申報表（核證副本） （表格 NNC1/NAR1/ND2A/ND2B）	f.	Company Chop 公司簽署印章（膠印）
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Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by CASHIER ORDER(S) drawn in favour of "HOWSE WILLIAMS"

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「何韋律師行」

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

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

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

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
<p>I Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Remark <u>Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order(s) made payable to " The Government of the Hong Kong Special Administrative Region "</u></p> <p>備註 <u>買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅，本票抬頭請寫「香港特別行政區政府」</u></p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<p>1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費： \$480</p> <p>2. Cost on account: 預付律師費： \$3,000 [See Note (a)(ii) 見備忘錄(a)(ii)]</p> <p>3. #Registration fee: #登記費： \$210</p> <p>4. Charges for part of certified copies of title deeds: 部份業權契據認證副本費用：</p> <p>Option A: 選項 A: Option A: \$66,000</p> <p>Physical certified copy and copies of title deeds (up to issuance of pre-sale consent) including those of previous building Kai Tak Mansion 實體業權契據認證副本(直至預售樓花同意書發出),包括之前建築物啟德大廈的業權契據認證副本</p> <p>Option B: 選項 B: Option B: \$23,000</p> <p>A DVD containing scanned copy of title deeds of previous building Kai Tak Mansion with certification of solicitor on the DVD label and some relevant certified copy of title deeds (up to issuance of pre-sale consent) 一張 DVD 光碟內含之前建築物啟德大廈的業權契據掃描副本, DVD 標籤上附有律師的證明書, 及部份相關的業權契據認證副本(直至預售樓花同意書發出)</p> <p>5. Company search fees (applicable to Corporate Purchaser only): 公司查冊費(只適用於公司買家)： \$450</p> <p>6. Plan fee for Agreement (subject to the final confirmation by the architect) (per set) 買賣合約圖則費(以則師最後收費為準)(每套)</p> <p>(i) Residential unit (excluding units on 41/F & 42/F of Tower 1A, 1B, \$2,000</p>

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
			<p>2A & 2B which are not intended for sale) 住宅單位（不包括並不打算提供出售的第 1A、1B、2A 及 2B 座 41 及 42 樓的單位）</p> <p>(ii) Parking Space 車位</p> <p>7. Stamp Duty: 印花稅： (Please see Note on Stamp Duty) (請參閱印花稅須知)</p> <p style="text-align: right;">(to be advised) (待確認)</p>
II	<p>First Equitable Mortgage (including First Legal Mortgage to be signed on completion) or First Legal Mortgage 第一樓花按揭契（包括入伙時所簽的正式按揭契）或第一正式按揭契</p> <p>Loan Amount: 貸款額</p> <p>(i) not exceeding \$5,000,000 不超過\$5,000,000</p> <p>(ii) between \$5,000,001 and \$7,500,000 \$5,000,001 至 \$7,500,000 之間</p> <p>(iii) between \$7,500,001 and \$10,000,000 \$7,500,001 至 \$10,000,000 之間</p> <p>(iv) over \$10,000,000 超過\$10,000,000</p>	<p>[see Note (b) & (c)] [見備忘錄 (b)及(c)]</p> <p>\$4,800</p> <p>\$6,500</p> <p>\$8,000</p> <p>0.1% of Loan Amount</p>	<p>1. *Land search fees and miscellaneous charges: *土地註冊處查冊費及其他雜費： \$480</p> <p>2. #*Registration fee: #*登記費： \$450</p> <p>3. #*Adjudication fee for First Equitable Mortgage/First Mortgage (if applicable): #*第一樓花按揭契及/或第一正式按揭契裁定費（若適用）： \$50</p> <p>4. #*Filing fee at Companies Registry (applicable to Corporate Purchaser only): #*公司註冊處按揭登記費（只適用於公司買家）： \$340</p> <p>5. #*Bankruptcy/winding up search fees: #*個人破產/公司清盤查冊費： \$98 (each) (每人/每間公司)</p> <p>6. *Company search fees(applicable to Corporate Purchaser only): 公司查冊費（只適用於公司買家）： \$450</p>
III	Assignment 樓契	[see Note (a)] [見備忘錄 (a)]	<p>1. Land search fees and miscellaneous charges: 土地註冊處查冊費及其他雜費： \$480</p> <p>2. #Registration fee: #登記費： \$450</p> <p>3. Plan fee for Assignment (subject to the final confirmation by the architect) (per set) 樓契圖則費（以則師最後收費為準） （每套）</p>

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
		<p>(i) Residential unit (excluding units on 41/F & 42/F of Tower 1A, 1B, 2A & 2B which are not intended for sale) 住宅單位（不包括並不打算提供出售的第 1A、1B、2A 及 2B 座 41 及 42 樓的單位）</p> <p style="text-align: right;">\$1,000</p> <p>(ii) Parking Space 車位</p> <p style="text-align: right;">(to be advised) (待確認)</p> <p>4. Costs for preparing certified copy of Deed of Mutual Covenant with plans: 公契認證副本費連圖：</p> <p style="text-align: right;">(to be advised) (待確認)</p> <p>5. Charges for <u>remaining</u> certified copies of title deeds: <u>餘下業權契據</u>認證副本費用：</p> <p style="text-align: right;">(to be advised) (待確認)</p> <p>6. Stamp Duty: 印花稅：</p> <p style="text-align: right;">\$100</p> <p>7. Levy to Property Management Services Authority: 物業管理業監管局徵款：</p> <p style="text-align: right;">\$350</p> <p>8. Company search fees (applicable to Corporate Purchaser only): 公司查冊費（只適用於公司買家）：</p> <p style="text-align: right;">\$400</p> <p>9. Board Resolution (applicable to Corporate Purchaser only): 公司會議記錄（只適用於有限公司買家）：</p> <p style="text-align: right;">\$500</p>

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

* The above fees and disbursements will be paid upon execution of Equitable Mortgage/Legal Mortgage.

* 以上所有費用及代墊付費用於簽署樓花按揭/現樓按揭時各要支付一次。

Note 備忘錄：

(a) (i) Joint Legal Representation

If the Purchaser is the 1st purchaser buying unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

如買方為直接由發展商購買有關單位之一手買方及買方同時委託發展商律師作為其購買該單位的代表律師，則買方原先須支付有關準備及完成正式買賣合約及樓契之所有律師費用（但不包括收費表 B 項所列之雜項費用）將獲豁免。

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage / Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或樓花按揭契/按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商代表律師處理正式買賣合約的律師費（買方在簽署正式買賣合約時所預付的港幣\$3,000 律師費將可用於抵扣此款項）。

(iii) Separate Legal Representation

If the Purchaser elects separate representation, the Purchaser shall bear his own legal costs as well as all fees and disbursements.

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of Advice is HK\$1,200 for each set. The cost does not include the preparation of Guarantee.

若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,200 元。費用不包括擬備擔保書。

- (c) In fact, HOWSE WILLIAMS will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Mortgage and the Guarantee.

事實上，何韋律師行將會代表包括銀行之按揭承按人（而並不代表買方，借款人或擔保人）處理樓花按揭契/按揭契及擔保書。

Other Charges (If applicable)**其他費用(若適用)**

1.	<p>(a) Guarantee for 1st Equitable Mortgage /1st Mortgage 第一樓花按揭擔保書/第一按揭擔保書</p> <p>(b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用</p>	<p>\$2,200 each 每份 \$2,200</p> <p>\$1,200 each set 每套 \$1,200</p>
2.	<p>(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用)(b)會議記錄</p>	<p>\$2,800 for each Company 每間公司每套\$2,800</p>
3.	<p>Supplemental Agreement 補充合約</p>	<p>\$3,000 each (exclusive of disbursements) 每份 \$3,000 (不包括雜項費用)</p>
4.	<p>Power of Attorney 授權書</p>	<p>\$2,800 each (exclusive of disbursements) 每份 \$2,800 (不包括雜項費用)</p>
5.	<p>For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion</p> <p>(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註:海外律師費及須支付海外律師之支出費用等並不包括在內)</p>	<p>\$6,000 \$1,500</p>
6.	<p>Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件/股票按揭/押記/從屬協議/貸款轉讓文件及貸款協議書等),收費將會按所需時間計算。有關費用之報價可應要求另外提供。</p>	
7.	<p>Application for refund or partial refund of Stamp Duty 申請退還或部份退還印花稅</p>	<p>\$4,800 (exclusive of disbursements) \$4,800 (不包括代墊付費用)</p>

Note on Stamp Duty (印花稅須知)

1. On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is, no Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) or Ad Valorem Stamp Duty (“AVD”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 (“the Bill”) to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council (“LegCo”), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.

2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，建議自該日起撤銷所有住宅物業需求管理措施，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言，政府將引入《2024年印花稅（修訂）條例草案》（《條例草案》）以落實建議。待《條例草案》獲立法會制定成法律後，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。

2. The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 (“the Order”) under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.

政府亦根據《公共收入保障條例》（第120章）作出《2024年公共收入保障（印花稅）令》（《命令》），使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期限最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。

For details, please visit the Inland Revenue Department website (www.ird.gov.hk).

詳情請瀏覽稅務局網頁(www.ird.gov.hk)。

Please consult your solicitors regarding details of the payment of AVD.

有關支付「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty

從價印花稅計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$3,000,000	\$100
(b) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i) \$10,080,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	HK\$750,000 + 10% of the excess over HK\$20,000,000
(k) \$21,739,121 and above	4.25%

Enquiry 查詢

Purchaser may contact our staff during office hour Monday to Friday (10:00 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.) (except Saturdays and Public Holidays) for enquiring about signing the formal Agreement for Sale and Purchase. 如有，請於辦公時間內星期一至星期五（上午10時正至中午12時正及下午2時15分至5時正）（星期六及公眾假期除外），與負責職員聯絡諮詢有關簽署正式買賣合約問題。

Information is intended for reference only.

資料只作參考之用。