

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER (DT. 8)

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

- | |
|---|
| <ol style="list-style-type: none">(1) Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor);(2) Car Parking Space No.R26 on the Basement Floor; and(3) Car Parking Space No.R27 on the Basement Floor. |
|---|

**Tender commences at 3:00 p.m. on everyday from 22 July 2022 to 31 August 2022
(both dates inclusive) and
closes at 5:00 p.m. on everyday from 22 July 2022 to 31 August 2022
(both dates inclusive)
(unless previously withdrawn or sold)**

Tenders must be submitted between **3 p.m.** and **5 p.m.** from **22 July 2022** to **31 August 2022** (both dates inclusive) to the Vendor at 31st Floor, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong in a sealed plain envelope and clearly marked "**Tender for Dukes Place**".

Vendor: **Imperial Time Limited**
31st Floor, Bank of America Tower,
12 Harcourt Road, Central, Hong Kong
Enquiry Hotline: (852) 2878-2888

Vendor's solicitors: **Mayer Brown**
18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Tel: 2843-2211
Mr. Peter Ho / Mr. Richard Tang / Ms. Rita Yip
(Fax: 2103 5050 / 2103 5406)

PART 1: TENDER NOTICE

1. Definitions

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

| | |
|-------------------------------|--|
| “Acceptance Period” | means the period between the commencement date of submission of tender and the date which is the 14 th working day after the closing of tender (both dates inclusive). |
| “Agreement” | means the Agreement(s) for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser, the form(s) of which is/are contained in the Annex hereto. |
| “Letter of Acceptance” | means the Vendor’s letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of Part 1 of this Tender Document. |
| “Offer Form” | means the Offer Form set out in Part 2 of this Tender Document. |
| “Property” | means the properties as more particularly described in Schedule 3 to the Agreement or where used in the Offer Form, the property offered to be purchased by the Tenderer. |
| “purchase price” | means the purchase price specified in the Offer Form. |
| “Purchaser” | means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor. |
| “Tender Document” | means this Tender Document (comprising Part 1 and Part 2 but does not include the Annex). |
| “Tender Notice” | means the Tender Notice set out in Part 1 of this Tender Document. |
| “Tenderer” | means the person who is specified in the Offer Form as the tenderer. |
| “Vendor” | means Imperial Time Limited. |
| “Vendor’s solicitors” | means Mayer Brown. |
| “working day” | means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1). |

2. Procedures of Tender

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

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

One or more cashier order(s) and cheque(s) (if any) in the aggregate amount of 5% of the purchase price and made payable to "MAYER BROWN" issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155), of which HK\$ shall be paid by cashier order(s) and the remaining portion shall be paid by cashier order or cheque.
 - (ii) Tenderer's identification document

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

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

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

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

- (iv) Documents in Annex, duly signed and completed by the Tenderer
- (1) Agreement (in the forms annexed hereto as **Annex 1A** in duplicate).
 - (2) Warning to Purchasers (in the form annexed hereto as **Annex 2**).
 - (3) Personal Data Collection Statement (in the form annexed hereto as **Annex 3**).
 - (4) Acknowledgement Letter Regarding Stamp Duty (in the form annexed hereto as **Annex 4**).
 - (5) Vendor's Information Form (in the form annexed hereto as **Annex 5**).
 - (6) (For Tenderer electing Payment Plan (A) (999-day Payment Plan) only) Letter Regarding Early Settlement Cash Rebate (in the form annexed hereto as **Annex 6**).
 - (7) (For Tenderer electing Stamp Duty Transitional Loan only) Letter Regarding Stamp Duty Transitional Loan (in the form annexed hereto as **Annex 7**).
 - (8) Acknowledgement Letter Regarding "As-is" Conditions (in the form annexed hereto as **Annex 8**).

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

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

Commencement date and time of the tender:

3:00 p.m. on everyday from **22 July 2022** to **31 August 2022** (both dates inclusive).

Closing date and time of the tender:

5:00 p.m. on everyday from **22 July 2022** to **31 August 2022** (both dates inclusive).

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 3:00 p.m. on the closing date of the tender, the closing date and time of the tender will be extended to 5:00 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 2.8 All cashier order(s) and cheque(s)(if any) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order(s) and cheque(s) (if any) submitted therewith will be treated as the deposit towards and applied in part payment of the purchase price. All other cashier orders and cheque(s) (if any) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9 (a) The Tenderer must sign the Offer Form, the Agreement and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does not accept any person to act as an agent, attorney, representative and/or trustee of the Tenderer.

- (b) A tenderer who is a body corporate should clearly state its correspondence address, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
 - (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of Letter of Acceptance (defined below) and return of cashier orders and/or cheque(s).
- 2.10 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

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

4. Miscellaneous

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

additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

- 4.6 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Dated: 18 July 2022

[End of Part 1: Tender Notice]

PART 2: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

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

I/We agree that the Hong Kong correspondence address specified under Section 1 of the Schedule to this Offer Form shall be the address for the purpose of receipt of acceptance of tender, the Agreement and/or return of cashier order(s) and cheque(s) (if any). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

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

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

Schedule to the Offer Form

(To be completed by the Tenderer)

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

| <i>Section 2 - Purchase price</i> | | | |
|-----------------------------------|---------------|------|-------------------|
| Purchase price (HK\$) | | | |
| Cashier order | Amount (HK\$) | Bank | Cashier order no. |
| | | | |
| | | | |
| [Cheque] | Amount (HK\$) | Bank | Cheque no. |
| | | | |
| | | | |

| <i>Section 3 – Property</i> |
|--|
| <p>Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor); Car Parking Space No.R26 on the Basement Floor; and Car Parking Space No.R27 on the Basement Floor.</p> |

**TENDERER MUST
COMPLETE THIS PAGE
OR NEXT PAGE**

Section 4 – Payment plan (Please tick as appropriate)*

* Payment Plan (A) (999-day Payment Plan)

1. Terms of payment

- A 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);
- † [5% / 10% / 20% / 35%] of the purchase price shall be paid within 30 days after the date of the Letter of Acceptance;
- 5% of the purchase price shall be paid within 90 days after the date of the Letter of Acceptance;
- 5% of the purchase price shall be paid within 180 days after the date of the Letter of Acceptance;
- 3% of the purchase price shall be paid within 270 days after the date of the Letter of Acceptance;
- 3% of the purchase price shall be paid within 360 days from the date of the Letter of Acceptance;
- 3% of the purchase price shall be paid within 450 days from the date of the Letter of Acceptance;
- 3% of the purchase price shall be paid within 540 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 590 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 640 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 690 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 740 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 790 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 840 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 890 days from the date of the Letter of Acceptance;
- 1% of the purchase price shall be paid within 940 days from the date of the Letter of Acceptance; and
- ^ [60% / 55% / 45% / 30%] of the purchase price being the balance of the purchase price shall be paid within 999 days from the date of the Letter of Acceptance.

(† *Please select and delete as appropriate:*

- Please select **5%** if not intended to apply for the Stamp Duty Transitional Loan.
- Please select **10%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 4.25% of the purchase price.
- Please select **20%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 15% of the purchase price.
- Please select **35%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 30% of the purchase price.)

([^] **Please select and delete as appropriate:**

- Please select **60%** if not intended to apply for the Stamp Duty Transitional Loan.
- Please select **55%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 4.25% of the purchase price.
- Please select **45%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 15% of the purchase price.
- Please select **30%** if intended to apply for the Stamp Duty Transitional Loan for an amount of 30% of the purchase price.)

2. List of gifts, financial advantage or benefits (Please refer to Annex 10 for details)

- Early Settlement Cash Rebate
- Early Move-in Offer
- Stamp Duty Transitional Loan*

I/We **select** the Stamp Duty Transitional Loan and hereby irrevocably authorize the Vendor to procure its solicitor on the date of completion of the sale and purchase of the Property to firstly apply any payment made by me/us directly to the Vendor's designated financing company for repayment of any outstanding amount due and unpaid under the Stamp Duty Transitional Loan; or

I/We **do not select** the Stamp Duty Transitional Loan.

* Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance.

* Payment Plan (B)

1. Terms of payment

- A 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); and
- 95% of the purchase price shall be paid in the manners as follows:-
 - † [___% of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance;]
 - † [___% of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance;]
 - † [___% of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance;]
 - † [___% of the purchase price shall be paid within _____ days after the date of the Letter of Acceptance;]
 - ___% of the purchase price shall be paid within _____ days from the date of the Letter of Acceptance.

(†Please delete as appropriate)

Provided that the Purchaser hereby agrees, confirms and undertakes that there shall be a maximum of five (5) instalments for payment of the said 95% of the purchase price.

2. List of gifts, financial advantage or benefits (Please refer to Annex 10 for details)

- Stamp Duty Transitional Loan*

* I/We **select** the Stamp Duty Transitional Loan and hereby irrevocably authorize the Vendor to procure its solicitor on the date of completion of the sale and purchase of the Property to firstly apply any payment made by me/us directly to the Vendor's designated financing company for repayment of any outstanding amount due and unpaid under the Stamp Duty Transitional Loan; or

* I/We **do not select** the Stamp Duty Transitional Loan.

* Note: The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance.

| | |
|--|---|
| <i>Section 5 - Viewing of the Property</i> | |
| <input type="checkbox"/> | The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property. |
| <input type="checkbox"/> | I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so. |

| | |
|--|--|
| <i>Section 6 - Intermediary (if any)</i> | |
| Name of sales person | |
| EA Licence No. | |
| Estate agency | |
| Contact No. | |
| <p><u>Declaration regarding Intermediary (applicable only if an Intermediary is specified)</u></p> <p>I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Agreement.</p> | |

| | |
|--|--|
| <i>Section 7 - Declaration of relationship with the Vendor (* Please tick as appropriate)</i> | |
| <p>I/We [* <input type="checkbox"/> am/are / <input type="checkbox"/> am/are not] a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).</p> <p><i>(A person is a related party to the Vendor if that person is:</i></p> <p><i>(a) a director of the Vendor; or a parent, spouse or child of such a director;</i></p> <p><i>(b) a manager of the Vendor;</i></p> <p><i>(c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;</i></p> <p><i>(d) an associate corporation or holding company of the Vendor;</i></p> <p><i>(e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or</i></p> <p><i>(f) a manager of such an associate corporation or holding company.</i></p> <p><i>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)).</i></p> | |

Section 8 - Submission checklist

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

1. Tender Document (without the Annex) with the Offer Form completed and signed
2. Cashier order(s) and cheque(s) (if any)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) Agreement (in the forms annexed hereto as Annex 1A, each in duplicate) (*undated*)
 - (2) Warning to Purchasers (in the form annexed hereto as Annex 2) (*undated*)
 - (3) Personal Data Collection Statement (in the form annexed hereto as Annex 3) (*undated*)
 - (4) Acknowledgement Letter Regarding Stamp Duty (in the form annexed hereto as Annex 4) (*undated*)
 - (5) Vendor's Information Form (in the form annexed hereto as Annex 5) (*undated*)
 - (6) (For Tenderer electing Payment Plan (A) (999-day Payment Plan) only) Letter Regarding Early Settlement Cash Rebate (in the form annexed hereto as Annex 6) (*undated*)
 - (7) (For Tenderer electing Stamp Duty Transitional Loan only) Letter Regarding Stamp Duty Transitional Loan (in the form annexed hereto as Annex 7) (*undated*)
 - (8) Acknowledgement Letter Regarding "As-is" Conditions (in the form annexed hereto as Annex 8) (*undated*)

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

We declare and agree as follows:-

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

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

**TENDERER MUST
COMPLETE THIS
PAGE**

Section 10 - Signature of the Tenderer and witness

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

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

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

[End of Part 2: Offer Form]

[End of the Tender Document]

招標文件

公開招標承投購買物業(DT. 8)

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

- (1) 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室)；
- (2) 地庫私家車停車位 R26 號; 及
- (3) 地庫私家車停車位 R27 號。

招標開始日期及時間為 2022 年 7 月 22 日至 2022 年 8 月 31 日 (包括首尾兩天)
每日下午 3 時正
而招標截止日期及時間為 2022 年 7 月 22 日至 2022 年 8 月 31 日 (包括首尾兩天)
每日下午 5 時正
(但若在招標截止時限之前物業已被撤回或出售則除外)

從 2022 年 7 月 22 日起至 2022 年 8 月 31 日 (包括首尾兩天) 每日下午 3 時正 至每日下午 5 時正
止，投標書須放入普通信封內封密，信封面上清楚註明「皇第投標書」，提交至賣方位於香港
中環夏慤道 12 號美國銀行中心 31 樓的辦事處。

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

賣方律師： 孖士打律師行
香港中環遮打道 10 號太子大廈 18 樓
何慶材律師/鄧發興律師/葉淑霞小姐 (傳真：2103 5050 / 2103 5406)

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

| | |
|--------|--|
| 「承約期間」 | 指由遞交招標書的首日至招標截止日期後的第 14 個工作日（包括首尾兩日）。 |
| 「買賣合約」 | 指賣方與買方擬簽訂有關該物業的買賣合約，其格式見於附件中。 |
| 「接納書」 | 指賣方根據本招標文件第 1 部份第 3.2 段接納投標者的投標書的書面通知。 |
| 「要約表格」 | 指本招標文件第 2 部份的要約表格。 |
| 「該物業」 | 指詳細描述於買賣合約的附表 3 中的物業或如用於要約表格，則指投標者要約購買的物業。 |
| 「樓價」 | 指要約表格中訂明的樓價。 |
| 「買方」 | 指中標者，其對該物業的投標書獲得賣方接納。 |
| 「招標文件」 | 指本招標文件（由第 1 部份及第 2 部份組成，但不包括附件）。 |
| 「招標公告」 | 指本招標文件第 1 部份的招標公告。 |
| 「投標者」 | 指要約表格中訂明為投標者的人士。 |
| 「賣方」 | 瀚晉有限公司。 |
| 「賣方律師」 | 指孖士打律師行。 |
| 「工作日」 | 指 (a) 公眾假期或星期六；或 (b) 第 1 章《釋義及通則條例》第 71(2)條所定義的黑色暴雨警告日或烈風警告日以外的日子。 |

2. 招標程序

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

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

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

2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 投標書必須：

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

(b) 連同以下文件：

(i) 銀行本票/ 銀行本票及支票

一張或多張銀行本票及支票(如有)，總金額為樓價的 5%，抬頭寫「孖士打律師行」，銀行本票須由根據第 155 章《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，其中港幣\$ 須以銀行本票繳付，餘款將以本票或支票繳付。

(ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

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

倘若投標者是依據第 622 章《公司條例》第 16 部註冊的非香港註冊公司，則須提供註冊非香港公司最近期的周年申報表（表格 NN3）或註冊成為非香港註冊公司的申請表（表格 NN1）。

(iii) 中介人的牌照（如適用）

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 按照**附件 1A** 所列的格式的買賣合約（各一式兩份）。
- (2) 按照**附件 2** 所列的格式對買方的警告。
- (3) 按照**附件 3** 所列的格式個人資料收集聲明。
- (4) 按照**附件 4** 所列的格式關於印花稅的確認書。
- (5) 按照**附件 5** 所列的格式賣方資料表格。
- (6) (只適用於選擇支付辦法(A) (999 天付款計劃) 的投標者)按照**附件 6** 所列的格式關於提前付清樓價現金回贈的信件。
- (7) (只適用於選擇印花稅過渡性貸款的投標者)按照**附件 7** 所列的格式關於印花稅過渡性貸款的信件。

(8) 按照附件 8 所列的格式關於現狀的確認書。

請不要於本第(iv)分段所述的任何文件內填上日期。

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

招標開始日期及時間：

由 2022 年 7 月 22 日起至 2022 年 8 月 31 日 (包括首尾兩天)每日下午 3 時正。

招標截止日期及時間：

由 2022 年 7 月 22 日起至 2022 年 8 月 31 日 (包括首尾兩天)每日下午 5 時正。

若在招標截止日期下午 3 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的下午 5 時正（而當天亦沒有黑色暴雨警告或八號或以上颱風信號發出）。

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

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達、或通過郵遞方式寄予買方。接納書在投郵後的

第二個工作日視為已經正式收到。

- 3.3 接納書會附上一份買賣合約（由賣方簽署及填上承約期間屆滿之前的日期，及附上該物業的平面圖的正本）。

4. 其他事項

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

日期：2022年7月18日

[第1部份：招標公告完]

第 2 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

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

3. 收取接受投標書信函及買賣合約的地址

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

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

| 第2節- 樓價 | | | |
|-----------|-----------|----|------|
| 樓價 (HK\$) | | | |
| 銀行本票 | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | |
| | | | |
| [支票] | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | |
| | | | |

| 第3節- 物業 |
|--|
| <p>11樓及12樓單位 B(超級複式單位)(連同其露台及儲物室、位於11樓的洗手間及垃圾及物料回收室、位於12樓的洗手間及儲物室)； 地庫私家車停車位 R26 號；及 地庫私家車停車位 R27 號。</p> |

第4節-付款計劃(*請剔適用者)

* 支付辦法(A) (999 天付款計劃)

1. 支付條款

- 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;
- 樓價† [5% / 10% / 20% / 35%] 於接納書的日期後 30 日內繳付;
- 樓價 5%於接納書的日期後 90 日內繳付;
- 樓價 5%於接納書的日期後 180 日內繳付;
- 樓價 3%於接納書的日期後 270 日內繳付;
- 樓價 3%於接納書的日期後 360 日內繳付;
- 樓價 3%於接納書的日期後 450 日內繳付;
- 樓價 3%於接納書的日期後 540 日內繳付;
- 樓價 1%於接納書的日期後 590 日內繳付;
- 樓價 1%於接納書的日期後 640 日內繳付;
- 樓價 1%於接納書的日期後 690 日內繳付;
- 樓價 1%於接納書的日期後 740 日內繳付;
- 樓價 1%於接納書的日期後 790 日內繳付;
- 樓價 1%於接納書的日期後 840 日內繳付;
- 樓價 1%於接納書的日期後 890 日內繳付;
- 樓價 1%於接納書的日期後 940 日內繳付; 及
- 樓價餘款即樓價 ^ [60% / 55% / 45% / 30%] 於接納書的日期起 999 日內繳付。

(† 請刪去不適用者

- 如沒有計劃申請印花稅過渡性貸款，請選擇 5%。
- 如計劃申請金額為 4.25%樓價的印花稅過渡性貸款，請選擇 10%。
- 如計劃申請金額為 15%樓價的印花稅過渡性貸款，請選擇 20%。
- 如計劃申請金額為 30%樓價的印花稅過渡性貸款，請選擇 35%。

(^ 請刪去不適用者

- 如沒有計劃申請印花稅過渡性貸款，請選擇 60%。
- 如計劃申請金額為 4.25%樓價的印花稅過渡性貸款，請選擇 55%。
- 如計劃申請金額為 15%樓價的印花稅過渡性貸款，請選擇 45%。
- 如計劃申請金額為 30%樓價的印花稅過渡性貸款，請選擇 30%。

2. 贈品、財務優惠或利益的列表(請參閱附件 10)

- 提前付清樓價現金回贈
- 提前入住優惠
- 印花稅過渡性貸款*

* 本人/我們選擇印花稅過渡性貸款及謹此不可撤銷地授權賣方於成交

該物業當天促使其代表律師首先將我/我們已付的任何款項直接支付予賣方的指定財務機構用作償還何過渡性貸款的到期而仍未償還之欠款；或

*本人／我們不選擇印花稅過渡性貸款。

* 注意:買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款

* 支付辦法(B)

1. 支付條款

- 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;
- 樓價 95%須按以下方式支付:-
 - † [樓價____%於接納書的日期後_____日內繳付;]
 - † [樓價____%於接納書的日期後_____日內繳付;]
 - † [樓價____%於接納書的日期後_____日內繳付;]
 - † [樓價____%於接納書的日期後_____日內繳付;]
 - 樓價____%於於接納書的日期起_____日內繳付。

(† 請刪去不適用者)

但買方特此同意、確認及承諾所述的樓價95%最多分五(5)期繳付。

2. 贈品、財務優惠或利益的列表(請參閱附件 10)

- 印花稅過渡性貸款*

* 本人/我們**選擇**印花稅過渡性貸款及謹此不可撤銷地授權買方於成交該物業當天促使其代表律師首先將我/我們已付的任何款項直接支付予賣方的指定財務機構用作償還何過渡性貸款的到期而仍未償還之欠款; 或

* 本人/我們**不選擇**印花稅過渡性貸款。

* 注意:買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款

第 5 節 - 參觀該物業

- 賣方已開放該物業供本人／我們參觀，且本人／我們已參觀過該物業。
- 本人／我們明白本人／我們有權在遞交投標書之前參觀該物業，而賣方已開放該物業供本人／我們參觀，但本人／我們決定不參觀。

第6節- 中介人 (如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明 (僅於有指明中介人時適用)

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

第7節- 與賣方關係的聲明 (*請剔適用者)

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

以上文件連同本招標文件遞交 (詳情見招標公告第 2.7 段)：

- 1. 招標文件 (沒有附件) 和已填妥及簽署的要約表格
- 2. 銀行本票及支票(如有)
- 3. 投標者的身份證明文件

4. 中介人的牌照（如適用）
5. 由投標者填妥並簽署的附件的文件：
- (1) 按照**附件 1A** 所列的格式的買賣合約（各一式兩份）（不要填上日期）。
 - (2) 按照**附件 2** 所列的格式對買方的警告（不要填上日期）。
 - (3) 按照**附件 3** 所列的格式個人資料收集聲明（不要填上日期）。
 - (4) 按照**附件 4** 所列的格式關於印花稅的確認書（不要填上日期）。
 - (5) 按照**附件 5** 所列的格式賣方資料表格（不要填上日期）
 - (6) （只適用於選擇支付辦法(A) (999 天付款計劃) 的投標者）按照**附件 6** 所列的格式關於提前付清樓價現金回贈的信件（不要填上日期）。
 - (7) （只適用於選擇印花稅過渡性貸款的投標者）按照**附件 7** 所列的格式關於印花稅過渡性貸款的信件（不要填上日期）。
 - (8) 按照**附件 8** 所列的格式關於現狀的確認書（不要填上日期）。

第9節 – 關於公司投標者的聲明（不適用於個人投標者）

我們聲明並同意如下：

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

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

第10節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

獲授權人士的名稱（如投標者為公司）：

見證人名稱：

日期：

[第2部份：要約表格完]
[招標文件完]

附件 Annex

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

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

- 1A 有關該物業的買賣合約（住宅）（一式兩份）#
Agreement(s) for Sale and Purchase of the Property (for residential flat only) (in duplicate)#
- 2 對買方的警告 #
Warning to Purchasers #
- 3 個人資料收集聲明 #
Personal Data Collection Statement #
- 4 關於印花稅的確認書 #
Acknowledgement Letter Regarding Stamp Duty #
- 5 賣方資料表格 #
Vendor's Information Form #
- 6 關於提前付清樓價現金回贈的信件 (如適用) #
Letter Regarding Early Settlement Cash Rebate (if applicable) #
- 7 關於印花稅過渡性貸款的信件 (如適用) #
Letter Regarding Stamp Duty Transitional Loan (if applicable) #
- 8 關於現狀的確認書 #
Acknowledgement Letter Regarding “As-is” Conditions #
- 9 律師收費表
Legal fees and disbursements table
- 10 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告

買方請小心閱讀

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

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

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

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

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

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

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

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

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of .
公曆 年 月 日

Signature of Purchaser(s)

買方簽署

Personal Data Collection Statement
收集個人資料聲明

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

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

Imperial Time Limited (the “Vendor”) wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) for the purposes of:
瀚晉有限公司(「賣方」)擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途:

- (i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in **Dukes Place 皇第** (the “Development”) by the Vendor (“Obligatory Purposes”) and protecting its interest in the development of the Development; and
供賣方處理與閣下購買 **Dukes Place 皇第** (「發展項目」)的住宅單位及/或車位有關的所有法律及其他必須的行政事宜並保障前述賣方在發展項目中的權益(「強制性用途」); 及
- (ii) sales and direct marketing to you by the Vendor regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and parking spaces in the Development and conducting marketing, sale and statistical analysis (“Voluntary Purposes”).
供賣方就在發展項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

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

賣方乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予賣方作此等用途，賣方將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

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

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

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

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

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

賣方將會採取所有切實可行的步驟，以保密閣下的個人資料，及如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予任何其他人士，而前述人士繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，賣方不會把閣下的個人資料轉移予任何其他人士。

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

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

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

賣方將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求賣方停止如此使用閣下的個人資料，賣方將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性

用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，賣方將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

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

閣下可隨時要求查閱及/或更正在賣方的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與賣方聯絡，並在閣下的通訊註明「保密」字樣。

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

如閣下欲 (1) 要求 (i) 查閱資料或更正資料及/或 (ii) 索取有關賣方在個人資料方面的政策及實務的一般資料及 (2) 提出有關賣方處理個人資料的一般問題及投訴，應致函予以下人士：

Imperial Time Limited

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

(Marked "Confidential")

瀚晉有限公司

地址: 香港中環夏愨道 12 號美國銀行中心三十一樓 (註明「保密」字樣)

I/we have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

- By checking this box, I instruct the Vendor **NOT** to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to any other person. (If I do not check this box, I understand that the Vendor **will** use my personal data for its Voluntary Purposes described above and transfer my personal data to any other person for the Voluntary Purposes described above.)
- 本人在此空格加上剔(「✓」)號，即表示本人指示賣方**不得**使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予任何其他人士。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，賣方將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予任何其他人士作上述自願性用途。)

Signature of Purchaser:

買方簽署:

Name of Purchaser:

買方姓名:

Date:

日期:

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

英文版本與中文版本如有任何抵觸應以英文版本為準。

| | |
|----------------------------------|---|
| Vendor 賣方 | Imperial Time Limited 瀚晉有限公司 |
| Address 地址 | Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第 |
| Property 該物業 | Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor), Car Parking Space No.R26 on the Basement Floor and Car Parking Space No.R27 on the Basement Floor 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室), 地庫私家車停車位 R26 號及地庫私家車停車位 R27 號 |
| Purchaser(s) 買方 | |
| I.D. / B.R. No. 身份證 / 商業登記證號碼 | |
| Date 日期 | |

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the 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該物業之正式買賣合約(「**買賣合約**」)之前, 買方已獲悉以下事項及其影響:

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

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

Procedures to be followed by the Purchaser

買方應遵守的程序

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

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

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

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

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

Other Matters 其他事項

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

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

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

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

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

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

Signed by the Purchaser(s) 買方簽署

Vendor's Information Form
賣方資料表格

| | |
|----------------------------------|---|
| Vendor 賣方 | Imperial Time Limited 瀚晉有限公司 |
| Address 地址 | Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第 |
| Property 該物業 | Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor), Car Parking Space No.R26 on the Basement Floor and Car Parking Space No.R27 on the Basement Floor 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室), 地庫私家車停車位 R26 號及地庫私家車停車位 R27 號 |
| Purchaser(s) 買方 | |
| I.D. / B.R. No. 身份證 / 商業登記證號碼 | |
| Date 日期 | |

| | |
|---|--|
| a) The amount of the management fee that is payable for the Property 須就該物業支付的管理費用的款額 | Flat B (Superior Duplex) on the 11th and 12th Floors 11 樓及 12 樓單位 B(超級複式單位): HK\$港幣 37,429/month 每月 Car Parking Space (each): 私家車停車位 (每個): HK\$港幣 850/month 每月 |
| b) The amount of the Government rent (if any) that is payable for the Property 須就該物業繳付的地稅 (如有的話) 的款額 | Annual Government Rent: HK\$418 for the whole of Inland Lot No.7740. There has been no apportionment of Government rent for the specified residential property as at the date of printing of this form. 年度地稅：港幣 418 元(就整個內地段第 7740 號而言)。直至本表格印刷之日，尚未有為指明住宅物業分攤地稅。 |
| c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱 | No 沒有 |
| d) The name of the manager of the Development 發展項目的管理人的姓名或名稱 | Dukes Place Management Services Limited |
| e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方從政府或管理處接獲關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 | No 沒有 |
| f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方從政府接獲規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 | No 沒有 |
| g) Any pending claim affecting the Property that is known to the Vendor 賣方所知影響該物業的任何待決的申索 | No 沒有 |

Date of Printing:

印製日期：

| |
|----------------------------------|
| Signed by the Purchaser (s) 買方簽署 |
|----------------------------------|

Letter Regarding Early Settlement Cash Rebate
關於提前付清樓價現金回贈的信件

Annex 6
附件 6

| | |
|----------------------------------|---|
| Vendor 賣方 | Imperial Time Limited 瀚晉有限公司 |
| Address 地址 | Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第 |
| Property 該物業 | Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor), Car Parking Space No.R26 on the Basement Floor and Car Parking Space No.R27 on the Basement Floor 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室), 地庫私家車停車位 R26 號及地庫私家車停車位 R27 號 |
| Purchaser(s) 買方 | |
| I.D. / B.R. No. 身份證 / 商業登記證號碼 | |
| Date 日期 | |

The Purchaser hereby confirms and acknowledges the following:-
買方謹此確認及知悉以下事項：-

1. If the Purchaser shall settle the balance of the purchase price earlier than the due date of payment as specified in the formal agreement for sale and purchase of the Property (“**Agreement for Sale and Purchase**”) in full and perform and comply with in all respects the terms and conditions of the Agreement for Sale and Purchase (in respect of which time shall be of the essence), the Purchaser shall be entitled to an early settlement cash rebate (the “**Early Settlement Cash Rebate**”) in the amount according to the table below:-

如買方提前於該物業之正式買賣合約(「**買賣合約**」)訂明的付款限期日之前付清樓價餘款及在所有方面履行和遵守該物業之買賣合約內一切的條款及細則(必須嚴格遵行所有時間限制),買方可根據以下列表獲提前付清樓價現金回贈(「**提前付清樓價現金回贈**」):-

| Actual date of completion of the sale and purchase of the Property 實際完成該物業的買賣交易日期 | Early Settlement Cash Rebate amount 提前付清樓價現金回贈金額 |
|--|---|
| Within 120 days after the date of Letter of Acceptance 接納書日期後 120 日內 | equivalent to 10% of the purchase price 相等於樓價 10% |
| Within 121 days to 210 days after the date of Letter of Acceptance 接納書日期後 121 日至 210 日內 | equivalent to 9% of the purchase price 相等於樓價 9% |
| Within 211 days to 360 days after the date of Letter of Acceptance 接納書日期後 211 日至 360 日內 | equivalent to 7% of the purchase price 相等於樓價 7% |
| Within 361 days to 540 days after the date of Letter of Acceptance 接納書日期後 361 日至 540 日內 | equivalent to 4% of the purchase price 相等於樓價 4% |
| Within 541 days to 750 days after the date of Letter of Acceptance 接納書日期後 541 日至 750 日內 | equivalent to 1% of the purchase price 相等於樓價 1% |

2. The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Early Settlement Cash Rebate will be offset from the balance of purchase price payable by the Purchaser pursuant to the Agreement for Sale and Purchase.
買方須於實際完成該物業的買賣交易日前最少 30 日,以書面方式通知賣方實際完成交易日期。賣方將於收到通知並驗證有關資料無誤後,以提前付清樓價現金回贈將抵銷部份買賣合約應支付之樓價餘額。
3. If the last day of any period as set out in the table above is not a working day, the said day shall fall on the next working day.
如以上列表中訂明的任何期限的最後一日不是工作日,則該日期定為下一個工作日。
4. In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Letter or the Agreement for Sale and Purchase, the Vendor shall be entitled to withdraw the Early Settlement Cash Rebate forthwith without prejudice to the Vendor’s other rights and claims under the Agreement for Sale and Purchase or other applicable laws.

若買方未能遵守、履行或符合本函或買賣合約內任何條款或細則，賣方有權即時撤銷提前付清樓價現金回贈金額，且並不損害賣方於正式合約或其他適用法律下之其他權利及申索。

5. The Purchaser will be deemed as having made full payment of all part payments or (as the case may be) the balance of the purchase price of the Property only if and when the Purchaser has (i) paid such payment in accordance with the Agreement for Sale and Purchase and the Vendor's solicitors have received such payment in full.
只有在買方按買賣合約支付及賣方律師已經收妥該物業的所有部份樓價或樓價餘款後，買方方會被視作已全數支付物業的所有部份樓價或(視屬何情況而定)樓價餘款。
6. All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Letter are personal to the Purchaser, non-assignable and non-transferable and cannot be redeemed for cash or any other benefit.
所有根據本函條款及細則賦予買方之權利及優惠均為買方個人所有、不能轉讓及轉移，並不可兌換現金或任何其他優惠。
7. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。
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。

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

經小心考慮本函內的條款及細則後，本人/吾等同意接受本函內的條款及細則及受其約束。

Signed by the Purchaser(s) 買方簽署

| | |
|----------------------------------|---|
| Vendor 賣方 | Imperial Time Limited 瀚晉有限公司 |
| Address 地址 | Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第 |
| Property 該物業 | Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor), Car Parking Space No.R26 on the Basement Floor and Car Parking Space No.R27 on the Basement Floor 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室), 地庫私家車停車位 R26 號及地庫私家車停車位 R27 號 |
| Purchaser(s) 買方 | |
| I.D. / B.R. No. 身份證 / 商業登記證號碼 | |
| Date 日期 | |

The Purchaser hereby confirms and acknowledges the following:-
買方謹此確認及知悉以下事項：-

- All** the terms and conditions set out in Part II (B) “Stamp Duty Transitional Loan” of Annex 10. **所有**載於附件10第II部份(B) “印花稅過渡性貸款” 的條款及細則。
- If the Purchaser intends to apply for the stamp duty transitional loan (“**Stamp Duty Transitional Loan**”) from the Vendor’s designated financing company (“**Designated Financing Company**”), as one of the conditions of drawdown of the Stamp Duty Transitional Loan, the Purchaser shall have paid the following amount of purchase price **before** the date of drawdown: 如買方意欲向賣方的指定財務機構 (「**指定財務機構**」)申請印花稅過渡性貸款(以下稱「**印花稅過渡性貸款**」), 作為其中一個發放印花稅過渡性貸款的先決條件, 買方必須已於發放日期前已支付以下之樓價金額：

| Amount of the Stamp Duty Transitional Loan 印花稅過渡性貸款的金額 | Amount of purchase price that must be paid by the Purchaser 買方必須已支付的樓價的金額 |
|---|--|
| 4.25% of purchase price 樓價的 4.25% | 15% of purchase price 樓價的 15% |
| 15% of purchase price 樓價的 15% | 25% of purchase price 樓價的 25% |
| 30% of purchase price 樓價的 30% | 40% of purchase price 樓價的 40% |

- If the Purchaser claims that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted:-
如買方聲稱應適用以較低稅率(第 2 標準)計算的從價印花稅及/或應豁免買家印花稅：-
 - The Purchaser shall make a statutory declaration (“**Statutory Declaration**”) (in Form IRSD 131) accompanied with a copy of the Purchaser's Hong Kong Identity Card(s).
買方須作出「法定聲明」(表格 IRSD 131)及附上買方的香港身份證副本。
 - Prior to the drawdown of the Stamp Duty Transitional Loan, the Purchaser shall deliver to the Vendor’s solicitors the original Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require.
在發放印花稅過渡性貸款之前, 買方須向賣方律師交付法定聲明的正本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件。
- Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Agreement for Sale and Purchase.
本函任何條款都不應視為或理解為變更或修改買賣合約之任何條款或細則。
- All the rights and benefits conferred on the Purchaser upon the terms and conditions of this Letter are personal to the Purchaser, non-assignable and non-transferable and cannot be redeemed for cash or any other benefit.

所有根據本函條款及細則賦予買方之權利及優惠均為買方個人所有、不能轉讓及轉移，並不可兌換現金或任何其他優惠。

6. For the purpose of this letter,
就本信件而言，

“AVD” means the ad valorem stamp duty chargeable on the Agreement for Sale and Purchase under the Stamp Duty Ordinance.

「從價印花稅」是指根據《印花稅條例》對買賣合約徵收的從價印花稅。

“BSD” means the buyer’s stamp duty chargeable on the Agreement for Sale and Purchase under the Stamp Duty Ordinance.

「買家印花稅」是指根據《印花稅條例》對買賣合約徵收的買家印花稅。

“Stamp Duty Ordinance” means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.

「《印花稅條例》」是指經不時修訂的《印花稅條例》(香港法例第 117 章)。

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

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」)強制執行本函下任何條款，並且同意排除該條例對本函的適用。

8. In case of dispute, the Vendor reserve its rights to make the final decision on all matters arising from this letter and such decision shall be binding on the Purchaser.

如有爭議，賣方有權就本函引起的所有事宜作最後決定，該決定對買方有約束力。

9. 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。

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

經小心考慮本函內的條款及細則後，本人/吾等同意接受本函內的條款及細則及受其約束。

Signed by the Purchaser(s) 買方簽署

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

Annex 8
附件 8

| | |
|----------------------------------|---|
| Vendor 賣方 | Imperial Time Limited 瀚晉有限公司 |
| Address 地址 | Dukes Place, No.47 Perkins Road, Hong Kong 香港白建時道 47 號皇第 |
| Property 該物業 | Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor), Car Parking Space No.R26 on the Basement Floor and Car Parking Space No.R27 on the Basement Floor 11 樓及 12 樓單位 B(超級複式單位)(連同其露台及儲物室、位於 11 樓的洗手間及垃圾及物料回收室、位於 12 樓的洗手間及儲物室), 地庫私家車停車位 R26 號及地庫私家車停車位 R27 號 |
| Purchaser(s) 買方 | |
| I.D. / B.R. No. 身份證 / 商業登記證號碼 | |
| Date 日期 | |

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

Signed by the Purchaser(s) 買方簽署

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(中環地鐵站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

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

請盡早駕臨 **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(敬請預約)。

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

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

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

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

如買方為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

- | | |
|--|--|
| 1. Memorandum and Articles of Association 公司章程 | 4. Minutes of the directors' meeting approving the purchase of the Property 批准購買有關單位之公司董事會議紀錄 |
| 2. Certified copy of register of directors / latest annual return and Form ND2A (if any) 董事名冊或最近期之公司周年申報表及更改公司秘書及董事通知書(如有)的認證副本 | 5. Certified copy of Certificate of Incorporation of the Company 公司註冊證書的認證副本 |
| 3. Company Chop 公司印章 | 6. Certified copy of Business Registration Certificate 商業登記証的認證副本 |

Important Notice 重要的提醒

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

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

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

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

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

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

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

| Type of Documents 文件種類 | (A) Legal Costs 律師費 | (B) Fees and disbursements to be paid by Purchaser (including but not limited to the following :-) 買方支出雜項費用 (包括但不限於下列費用:-) |
|--|---|---|
| I. Formal Agreement for Sale and Purchase 正式買賣合約 | <p>(i) If the Mortgage is prepared by MAYER BROWN, legal cost will be paid by the developer (but exclusive of fees & disbursements specified in (B)) 如按揭由孖士打律師行辦理，由發展商支付律師費(不包括(B)項支出費用)</p> <p>(ii) If the Mortgage is not prepared by MAYER BROWN, the Purchaser shall pay MAYER BROWN HK\$5,000 (but exclusive of fees & disbursements specified in (B)) 如按揭非由孖士打律師行辦理，買方須支付孖士打律師行 HK\$5,000 (不包括(B)項支出費用)</p> | <ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges : \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查冊費及其他雜費：首單位 \$450.00, 之後每單位 \$100.00 2. Registration fee : \$210.00 登記費: \$210.00 3. Part of certified copy charges of title deeds : \$1,000 部份業權契據認證副本費用：\$1,000 4. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家) : \$300.00 (每間公司) 5. Stamp Duty (subject to confirmation by Government) : see Table 2 買賣合約印花稅(以政府之最後收費為準)：見附表 2 Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "Mayer Brown" 買方必須在簽署正式買賣合約時用銀行本票支付印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」 6. Plan fee for Agreement 買賣合約圖則費 Residential Unit : \$1,850 per simplex unit/\$3,700 per duplex unit/\$5,550 per triplex unit 住宅單位：\$1,850 每全層單位/\$3,700 每複式單位/\$5,550 每三層單位 Parking Space : \$750 per car parking space 車位：\$ 750 每車位 7. Statutory Declaration to Stamp Office (if necessary) : \$600.00 each 擬備印花稅署之法定聲明(如需要)：每份 \$600.00 <p>Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途並於成交時可能調整)</p> |
| II. Assignment 樓契 | <p>(i) If the Mortgage is prepared by MAYER BROWN, legal cost will be paid by the developer (but exclusive of fees & disbursements specified in (B)) 如按揭由孖士打律師行辦理，由發展商支付律師費(不包括(B)項支出費用)</p> <p>(ii) If the Mortgage is not prepared by MAYER BROWN, the Purchaser shall pay MAYER BROWN HK\$20,000 (but exclusive of fees & disbursements specified in (B)) 如按揭非由孖士打律師行辦理，買方須支付孖士打律師行 HK\$20,000 (不包括(B)項支出費用)</p> | <ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges : \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查冊費及其他雜費：首單位 \$450.00, 之後每單位 \$100.00 2. Registration fee : \$450.00 登記費：\$450.00 3. Plan fee for Assignment 樓契圖則費 Residential Unit : \$1,850 per simplex unit/3,700 per duplex unit/5,550 per triplex unit 住宅單位: \$1,850 每全層單位/3,700 每複式單位/5,550 每三層單位 Parking Space : \$750 per car parking space 車位：\$750 每車位 4. Certified copies charges for remaining title deeds and documents : to be informed 剩餘業權契據認證副本費用：待通知 5. Costs for preparing Deed of Mutual Covenant and Management Agreement : to be informed 公共契約辦理費用：待通知 6. Stamp Duty (subject to confirmation by Government) : \$100.00 轉讓契約印花稅 (以政府之最後收費為準) : \$100.00 7. Levy payable to Property Management Services Authority : \$350.00 向物業管理業監管局繳付的徵款：\$350.00 |

| | | | |
|------|---------------------------|--|---|
| | | | <p>8. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家) : \$300.00 (每間公司)</p> <p>9. Board Resolution (applicable to corporate purchaser only) : \$500.00 (each) 公司會議記錄 (只適用於公司買家) : \$500.00 (每間公司)</p> <p>Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途並於成交時可能調整)</p> |
| III. | Legal Mortgage 按揭契 | <p>To be paid by purchaser 由買方支付</p> <p>To be advised 請另行查詢</p> <p>**</p> | <p>1. Land search fees and miscellaneous charges: \$450.00 for 1st unit, \$100.00 each thereafter 土地註冊處查查冊費及其他雜費: 首單位 \$450.00, 之後每單位 \$100.00</p> <p>2. Registration fee : \$450.00 (for each registration) 登記費 : \$450.00 (每份登記)</p> <p>3. Filing fee at Companies Registry (applicable to corporate purchaser only) : \$340.00 (for each filing) 公司註冊處按揭登記費 (只適用於公司買家) : \$340.00 (每份登記)</p> <p>4. Bankruptcy/winding up search fees : \$103.00 (each) 個人破產/公司清盤查冊費 : \$103.00 (每人/每間公司)</p> <p>5. Company search fees (applicable to corporate purchaser only) : \$300.00 (each) 公司查冊費 (只適用於公司買家) : \$300.00 (每間公司)</p> <p>6. Board Resolution (applicable to corporate purchaser only) : \$1,500.00 (each) 公司會議記錄 (只適用於公司買家) : \$1,500.00 (每間公司)</p> <p>Note : Figures are quoted for reference only and may be varied upon completion (此數目只供作參考用途並於成交時可能調整)</p> |

**

If the bank requires the purchaser to provide guarantor(s) or borrower(s) for obtaining a mortgage, the purchaser may, depending on the actual requirements of the bank, be required to execute additional documents and to pay the following costs :

若銀行要求買方提供擔保人或借款人以獲得按揭批核, 買方可能按銀行要求須簽署額外文件, 並支付下列費用:

| | | |
|----|--|------------------------------|
| 1. | Rent Assignment 租金轉讓文件 | HK\$8,000.00 |
| 2. | "3 party" Mortgage for preparing board resolution of each company 為三方按揭契據準備公司會議記錄 (每間公司) | HK\$1,500.00 |
| 3. | In case the mortgagor or borrower is a foreign company, for obtaining foreign lawyers' opinion (Remark : Charges and out-of-pocket expenses payable to foreign lawyers NOT included) (適用於海外公司買家) 另加安排海外律師法律意見之費用 (註: 須支付海外律師之律師費、其他收費及支出費用等並不包括在內) | HK\$8,000.00 – HK\$12,000.00 |
| 4. | Personal Guarantee (each) (if prepared and/or witnessed by us) 擔保書(每份) (如貸款人要求本行代為擬備/見證簽署) | HK\$2,500.00 |
| 5. | Any security documents to be given by a surety, preparing relevant warning notice and confirmation letter (per person per document) 任何抵押文件由保證人或擔保人提供, 擬備忠告及確認書 (每人每份文件) | HK\$2,500.00 |

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

備忘錄

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

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

所有住宅物業之買賣協議, 不可申請延期繳納印花稅。

(c) Mayer Brown will only act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor)

in the preparation of the Mortgage/Legal Charge and the Guarantee.

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

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

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

Table 2 (附表 2) :- Stamp Duty (印花稅)

Special Stamp Duty 「額外印花稅」

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

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

Buyer's Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

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

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，政府已進一步修訂印花稅條例。任何以個人或公司名義在 2013 年 2 月 23 日或以後就購買住宅物業所簽立的買賣協議，除非修訂條例有特別豁免(例如買方是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，均須按較高的稅率徵收「從價印花稅」。

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

政府於 2016 年 11 月 4 日宣佈將修訂《印花稅條例》以進一步調高住宅物業交易的「從價印花稅」稅率至劃一 15%。任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外(例如買方是香港永久性居民而且在香港沒有擁有任何其他住宅物業)，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.
有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Buyer's Stamp Duty

買家印花稅計算方法如下

15% of the consideration

樓價的 15%

Calculation of Ad Valorem Stamp Duty (at Scale 2 rates)

從價印花稅(按第二標準稅率)計算方法如下

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

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

從價印花稅(按第一標準第一部稅率)計算方法如下(只適用於住宅物業)

15% of the consideration

樓價的 15%

Dukes Place (the “Development”)

皇第 (『發展項目』)

List of gift, or financial advantage or benefit

贈品、財務優惠或利益的列表

第 I 部份**Part I**

1. The below gifts, financial advantage or benefits will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
賣方將就購買該物業向買方提供以下贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Vendor’s offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Agreement is terminated or cancelled for whatever reason.
如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的要約將無效。
4. (If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
(如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor’s decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予一手買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

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

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

7. The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be approved.

由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等（不論是否對指定財務機構有約束力）影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲批核。

第 II 部份

Part II

(A) "Early Settlement Cash Rebate" Benefit (Only applicable to the Purchaser who has selected Payment Plan (A) (999-day Payment Plan) in Section 4 of the Schedule to the Offer Form of this Tender Document)

「提前付清樓價現金回贈」優惠 (只適用於選擇本招標文件中要約表格的附表第 4 節之支付辦法(A) (999 天付款計劃)之買方)

Where the Purchaser fully pays the purchase price and completes the sale and purchase of the residential property within the period specified in the table below, the Purchaser shall be entitled to an Early Completion Cash Rebate ("Early Settlement Cash Rebate") offered by the Vendor according to the table below.

如買方提前於以下列表訂明的期限內繳付樓價全數及完成住宅物業的買賣交易，可根據以下列表獲賣方送出提前成交現金回贈(「提前付清樓價現金回贈」)。

| Actual date of completion of the sale and purchase of the Property 實際完成該物業的買賣交易日期 | Early Settlement Cash Rebate amount 提前付清樓價現金回贈金額 |
|--|--|
| Within 120 days after the date of Letter of Acceptance 接納書日期後 120 日內 | equivalent to 10% of the purchase price 相等於樓價 10% |
| Within 121 days to 210 days after the date of Letter of Acceptance 接納書日期後 121 日至 210 日內 | equivalent to 9% of the purchase price 相等於樓價 9% |
| Within 211 days to 360 days after the date of Letter of Acceptance 接納書日期後 211 日至 360 日內 | equivalent to 7% of the purchase price 相等於樓價 7% |
| Within 361 days to 540 days after the date of Letter of Acceptance 接納書日期後 361 日至 540 日內 | equivalent to 4% of the purchase price 相等於樓價 4% |
| Within 541 days to 750 days after the date of Letter of Acceptance 接納書日期後 541 日至 750 日內 | equivalent to 1% of the purchase price 相等於樓價 1% |

The Purchaser shall notify the Vendor in writing of the actual date of completion at least 30 days before the actual date of completion of the sale and purchase. After the Vendor has received the notification and duly verified the information to be correct, the Early Settlement Cash Rebate will be offset from the balance of purchase price payable by the Purchaser pursuant to the agreement for sale and purchase.

買方須於實際完成該物業的買賣交易日前最少 30 日，以書面方式通知賣方實際完成交易日期。賣方會於收到通知並證實有關資料無誤後，提前付清樓價現金回贈將抵銷部份買賣合約應支付之樓價餘額。

If the last day of any period as set out in the table above is not a working day, the said day shall fall on the next working day.

如以上列表中訂明的任何期限的最後一日不是工作日，則該日期定為下一個工作日。

(B) Early Move-in Offer (Only applicable to the Purchaser who has selected Payment Plan (A) (999-day Payment Plan) in Section 4 of the Schedule to the Offer Form of this Tender Document)

提前入住優惠 (只適用於選擇本招標文件中要約表格的附表第 4 節之支付辦法(A) (999 天付款計劃)之買方)

1. Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property:-

在買方滿足以下先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業:-

(a) the Purchaser has signed the licence agreement ("Licence Agreement") in relation to the Property and other required documents in the Vendor's prescribed form and content;

買方已簽署就該物業賣方指定格式及內容之許可協議(「許可協議」)及其他所需文件;

- (b) the Purchaser has paid to the Vendor not less than 10% of the Purchase Price; and
買方已向賣方繳付不少於樓價 10%; 及
- (c) the Purchaser has paid to the Vendor a licence fee ("**Licence Fee**") (irrespective of the length of the licence period) equivalent to 10% of the Purchase Price.
買方已向賣方繳付(不論許可期的長短)相等於樓價 10%之許可證費用(「**許可證費用**」)。

2. The Purchaser has agreed that:-

買方已同意：-

- (a) the start date of the licence period shall not be earlier than 30 days after the date of the Letter of Acceptance (for the avoidance of doubt, the actual move-in date shall be determined by the Purchaser and the Vendor); and
許可期的首日不可早於接納書的日期後 30 日(為免疑問，實際入住日期須由買方及賣方確定作實)；
- (b) the licence period shall end upon the date of completion of the sale and purchase of the Property as specified in the agreement for sale and purchase of the Property ("**Agreement for Sale and Purchase**") or the actual date of completion of the sale and purchase of the Property, whichever is earlier; and
許可期必須在該物業之買賣合約(「**買賣合約**」)內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日終止，以較早日期為準；及
- (c) the Purchaser shall bear all legal costs, disbursements, expenses and tax (if any) arising from the Licence Agreement and any other documents in connection with this Offer.
買方已同意負責所有就許可協議及其他與此優惠相關的文件而產生的法律費用、代墊付費用、開支及稅項(如有)。

3. The licence fee payable by the Purchaser in accordance with paragraph 1(c) above is **exclusive** of Government rent, rates and management fee of the Property.

買方根據以上 1(c)段所繳付的許可證費用**不包括**該物業的地租、差餉及管理費。

4. The Purchaser shall pay all deposits payable in respect of the supply of any utility to the Property and pay all utility charges for the Property during the licence period.

在許可期內，買方須支付為該物業提供的任何公用事業服務的所有按金，以及支付該物業之所有公用事業服務收費。

5. The Purchaser shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans or carry out any works to the Property without the prior written approval of the Vendor during the licence period.

在許可期內，買方不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則須要或可能須要修改或在未有賣方書面批准前對該物業進行任何工程。

6. The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.

在許可期內，買方不可出租、分租、許可、分許可、分享或分開擁有或佔用該物業或其任何部分。

7. If the Purchaser has fully complied with in all respects paragraphs (i) to (iii) as stipulated below, the Vendor may, in respect

of the Property purchased by that Purchaser, apply the total sum of the Licence Fee paid towards the settlement of part of the balance of purchase price upon completion of the sale and purchase of the Property:

- (i) each part payment and balance of the purchase price of the Property has been settled according to the respective dates stipulated in the Agreement for Sale and Purchase concerned;
- (ii) the sale and purchase of the Property has been completed; and
- (iii) all the terms and conditions of the Licence Agreement have been complied with in all respects.

如買方已全面遵守以下(i)至(iii)段，賣方可在有關物業買賣交易完成時將金額相等於該物業許可佔用期中已支付之許可證費用總數直接用於支付部份樓價餘額：

- (i) 該物業的每一期樓款及樓價之餘款均依照買賣合約訂定的日期付清；
- (ii) 該物業買賣已完成；及
- (iii) 許可協議的條款和條件全面均已遵守。

8. Upon the termination of the Licence (except upon the completion of the sale and purchase of the Property in accordance with the Agreement), the Purchaser shall reinstate the Property and the fittings, finishes and appliance as set out in the Agreement and incorporated into the Property as at the start date of the licence period.

在許可證終止後（按買賣合約完成該物業買賣交易除外），買方須恢復該物業及按買賣合約中所述並將納入該物業的配件，裝修和設備至許可期的開始日期時的狀況。

9. The Vendor reserves the absolute right to amend the Licence Agreement and the relevant agreement(s).

賣方保留絕對權利修改許可協議及相關合約。

10. Early Move-in Offer is subject to other terms and conditions.

提前入住優惠受其他條款及細則約束。

(C) Stamp Duty Transitional Loan (Only applicable to the Purchaser who selects the Stamp Duty Transitional Loan in Section 4 of the Schedule to the Offer Form of this Tender Document)

印花稅過渡性貸款(只適用於在要約表格的附表第 4 節選擇印花稅過渡性貸款的買方)

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

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

(a) The Purchaser shall make an application for the Stamp Duty Transitional Loan within 2 working days after the date of the Letter of Acceptance.

買方須於接納書的日期後 2 個工作日內申請印花稅過渡性貸款。

(b) The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, tax demand note of latest 2 years, other income proof and/or banking record upon request from the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor (if any).

買方及其擔保人（如有）須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的稅單、其他收入證明及／或銀行紀錄。指定財務機構會對買方及其擔保人（如有）進行信貸審查及評估。

(c) The maximum amount of the Stamp Duty Transitional Loan shall not exceed the amount of stamp duty actually

payable on the Agreement for Sale and Purchase and shall be subject to the approval of the designated financing company in its absolute discretion.

印花稅過渡性貸款的最高金額不可多於實際就買賣合約應繳的印花稅的金額，並以指定財務機構按其絕對酌情權批核的金額為準。

- (d) The maturity date of the Stamp Duty Transitional Loan is the date of settlement of the balance of the Purchase Price in accordance with the Agreement for Sale and Purchase (including all revised Agreement for Sale and Purchase and supplemental agreement(s)).

印花稅過渡性貸款的到期日為按買賣合約(包括所有修改後的買賣合約及補充合約)付清樓價餘額的日期。

- (e) Interest rate shall be 10% p.a. **If the Purchaser shall duly repay the Stamp Duty Transitional Loan on or before the maturity date, interest on the Stamp Duty Transitional Loan will be waived.**

利率為 10%p.a.。如買方在到期日或之前準時還清印花稅過渡性貸款，將獲豁免貸款利息。

- (f) The Stamp Duty Transitional Loan shall be approved by the designated financing company independently.

印花稅過渡性貸款須由指定財務機構獨立審批。

2. If the amount of the Stamp Duty Transitional Loan is insufficient to pay the stamp duty payable on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase), the Purchaser shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the total amount of ad valorem stamp duty on the Agreement for Sale and Purchase (including the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase) and (where required by the Stamp Duty Ordinance) and (if applicable) the amount of buyer's stamp duty, less the Stamp Duty Transitional Loan amount. The above arrangement is without prejudice to the Purchaser's obligation to pay stamp duty under the Agreement for Sale and Purchase.

如印花稅過渡性貸款的金額不足以支付就買賣合約應繳的印花稅(包括加蓋買賣合約副本的定額費用)，買方須向賣方代表律師存放一筆款項，以使賣方代表律師安排在《印花稅條例》訂明的時限內讓印花稅署署長為買賣合約加蓋印花。該筆款項金額相等於買賣合約(包括加蓋買賣合約副本的定額費用)及及(如適用)買家印花稅的總額，減印花稅過渡性貸款的金額。以上安排是不減損買方在買賣合約下支付印花稅的責任。

3. The Purchaser is advised to enquire with the designated financing company about the purpose and details of the Stamp Duty Transitional Loan. The approval or disapproval of the loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Stamp Duty Transitional Loan is approved or not, the Purchaser shall complete the purchase of the Property and shall pay the full purchase price of the Property in accordance with the Agreement for Sale and Purchase (including all revised Agreement for Sale and Purchase and supplemental agreement(s)).

買方敬請向指定財務機構查詢有關印花稅過渡性貸款用途及詳情。印花稅過渡性貸款批出與否及其條款，指定財務機構有最終決定權。不論印花稅過渡性貸款獲批與否，買方仍須按買賣合約(包括所有修改後的買賣合約及補充合約)完成該物業的交易及繳付該物業的樓價全數。

4. This Stamp Duty Transitional Loan is subject to other terms and conditions.

此印花稅過渡性貸款受其他條款及細則約束。

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

賣方無給予或視之為已給予任何就印花稅過渡性貸款之批核的陳述或保證。

Dated

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AGREEMENT
FOR SALE AND PURCHASE

MAYER | BROWN
好士打

KCYS/PHCH/17537882

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

Sale and purchase

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

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

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

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

Risk

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

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

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

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

Requisition on title

9. (1) Subject to clause 13(2) and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

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

Government Grant, easements mis-description

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

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

[Physical condition / Sold on "as-is" basis]

[11. If the Property was available for viewing by the Purchaser prior to the signing of this Agreement, then subject to clause 26, the Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. / The Property is and will be sold on "as-is" basis. The Purchaser agrees and acknowledges that he has been invited to inspect or has duly inspected the Property, and confirms with full knowledge of the physical condition of the Property and the fittings, finishes, furniture and appliances (if any) therein and takes them as they stand.]¹

Rights of Purchaser

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

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

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

¹ Please delete as appropriate.

Cancellation of Agreement

(3) In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of 10% of the total purchase price and part payment equivalent to ___% of the Property as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement.

Good title

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

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

Documents of title

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

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

Costs and disbursements of Agreement

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

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

consideration of whichever is the higher of the purchase price of the Property under this Agreement and the consideration expressed in the assignment(s) shall be borne by the Purchaser and paid on completion.

Stamp duty, etc.

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

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

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

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

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

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

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

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

(8) If the Purchaser sub-sells the Property, transfers the benefit of this Agreement or otherwise disposes of any interest in the Property prior to the

completion of the sale and purchase under this Agreement, all stamp duty including buyer's stamp duty, special stamp duty and additional stamp duty arising from such sub-sale, transfer or disposition shall be borne and paid by the Purchaser.

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

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

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

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

Time of the
Essence

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

Default of
Purchaser

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

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

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

the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

(2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.

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

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

Default of Vendor

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

Deed of Mutual Covenant

19. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) registered in the Land Registry by Memorial No.20080402040037.

Cost of DMC

20. The Purchaser shall pay to the Vendor's Solicitors a due proportion of the costs of and incidental to the preparation stamping registration and completion of the above mentioned Deed of Mutual Covenant and Management Agreement (if

any) or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules.

Vacant Possession and Utility deposits

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

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

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

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

Registration

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

No further mortgage by Vendor

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

Release of purchase price

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

Notices

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

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

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

Warranties

26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –
the fittings, finishes and appliances as set out in Schedule 6.

(2) The communal and recreational facilities are as follows –
the communal and recreational facilities as set out in Schedule 7.

- (3) The Vendor warrants -
- (a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;
 - (b) that the Property will be as shown on the plan attached to this Agreement and the measurements of the Property will be those set out in Part B of Schedule 3; and
 - (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).

(4) The Vendor also warrants that the parking space constituting separate unit described in Part A of Schedule 3 will be as shown on the plan attached to this Agreement and the area of such parking space to be measured from the centre of its demarcating lines or (if applicable) the interior face of the enclosing walls is as follows –

12.5 square metres / 134.55 square feet.

(5) In addition to clauses 26(3)(a), (b) and (c) mentioned in clause 30 hereof, all other provisions of this clause 26 will survive completion of the sale and purchase by the Assignment.

Remedy of Defects

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

Maintenance Obligations

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

Winding up of vendor

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

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

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

Non-business day etc.

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

Covenants to be included in assignment

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

"(1) The Purchaser hereby expressly covenants with the Vendor to the intent that the burden of the following covenants shall be annexed to the Property and be binding on the Purchaser his executors administrators successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall :-

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

of the Stamp Duty so paid by the Vendor on behalf of the Purchaser on a full indemnity basis.

(2) The Purchaser covenants with the Vendor for itself and as agent of Imperial Time Limited (the "**Company**" which expression shall include its successors assigns and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "**the Covenanting Purchaser**") and shall enure for the benefit of the Development and be enforceable by the Company and their successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 3.1 of a Deed of Mutual Covenant and Management Agreement dated the day of and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

PROVIDED THAT upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and

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

Marginal Notes 33. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.

Stamp Duty Ordinance 34. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Schedule 5 hereto.

Contracts (Rights of Third Parties) Ordinance 35. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Agreement shall be excluded from the application of the CRTPO.

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

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

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

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

SCHEDULE 1

Parties

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

(b) Purchaser:

Name(s) :

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

*Business Registration No. :

*Address / Registered office :

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

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

(* *Delete if not applicable*)

SCHEDULE 2

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

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

SCHEDULE 3

Part A

Property

(a) ALL THOSE 4,440 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Flat B (Superior Duplex) on the 11th and 12th Floors (together with balcony(ies) and store(s) appertaining thereto, lavatory and refuse storage and material recovery room on the 11th Floor, and lavatory and store room on the 12th Floor) of the Development (as shown and designated "Flat B (Superior Duplex)" on the Plan(s) hereto attached and thereon coloured Pink); and

(b) ALL THOSE 50 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Car Parking Space(s) No(s).R26 on the Basement of the Development (as shown and designated R26 on the Plan(s) hereto attached and thereon coloured Pink).

(c) ALL THOSE 50 equal undivided 61,397th parts or shares of and in the land which for the purposes of identification is shown on the Site plan attached hereto and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as Car Parking Space(s) No(s).R27 on the Basement of the Development (as shown and designated R27 on the Plan(s) hereto attached and thereon coloured Pink).

Part B
Measurements

The measurements of the Property are as follows –

(a) the saleable area of the Property is 412.502 square metres / 4,440 square feet of which-

3.915 square metres / 42 square feet is the floor area of the balcony;

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

(b) other measurements are –

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

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

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

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

SCHEDULE 4

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

- I. the amount of HK\$ _____, being [5%] of the purchase price has been paid as deposit on _____;

- II. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- III. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- IV. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- V. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- VI. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- VII. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- VIII. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- IX. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- X. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- XI. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

- XII. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and
- XIII. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and
- XIV. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and
- XV. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and
- XVI. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and
- XVII. the amount of HK\$ _____, being _____ of the purchase price being part payment of the purchase price shall be paid on or before _____; and

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

SCHEDULE 5

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

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

SCHEDULE 6

Fittings, Finishes and Appliances

1. Exterior Finishes

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

2. Interior Finishes

| | |
|-------------------------------|---|
| (a) Lobby | Carpark Lift Lobby: Wall is finished with wood panel, metal and special paint. Floor is finished with natural stone. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint. Fireman's Lift Lobby (G/F): Wall is finished with natural stone, wood panel and metal. Floor is finished with natural stone and metal. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint. Fireman's Lift Lobby (except G/F and 23/F): Wall is finished with emulsion paint. Floor is finished with tiles. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint. Fireman's Lift Lobby (23/F): Wall is finished with wallpaper. Floor is finished with timber. Ceiling is finished with gypsum board and timber board false ceiling in emulsion paint. Service Lift Lobby: Wall is finished with emulsion paint. Floor is finished with tiles. Ceiling is finished with emulsion paint. |
| (b) Internal Wall and Ceiling | Internal walls of Living Room, Dining Room, Suite 1, Suite 2 and Master Bedroom are finished with emulsion paint where exposed. Wall finish run up to false ceiling. Living Room and Dining Room ceiling - gypsum board false ceiling with emulsion paint and metal. Suite 1, Suite 2 and Master Bedroom ceiling - gypsum board false ceiling with emulsion paint. |
| (c) Internal Floor | Floor of Living Room, Dining Room, Suite 1, Suite 2 and Master Bedroom is finished with timber to exposed surfaces for flooring and skirting. |

| | |
|--------------|---|
| (d) Bathroom | Natural stone for wall finishes. Natural stone to exposed surfaces for flooring. Gypsum board false ceiling finished with emulsion paint. Wall finishes run up to false ceiling. No finishes to be provided above false ceiling. |
| (e) Kitchen | Natural stone for wall finishes. Natural stone to exposed surfaces for flooring. Gypsum board false ceiling finished with emulsion paint. Cooking bench finished with natural stone. Ceramic tiles for wall area behind cabinet. Wall finishes run up to false ceiling. No finishes to be provided above false ceiling. |

3. Interior Fittings

| | |
|--------------|---|
| (a) Doors | Timber door or glazed door or aluminium door. |
| (b) Bathroom | Fitted with sanitary wares and fittings include wooden vanity counter with natural stone countertop, vitreous china wash basin with chrome plated wash basin mixer, wooden mirror cabinet with metal, vitreous china water closet, chrome plated towel bar, chrome plated paper holder, chrome plated shower set and shower cubicle with glass door and metal handle. Enamelled steel bathtub (1676mm(L) x 813mm(W) x 559mm(D)), chrome plated bath mixer and water closet cubicle with glass door and metal handle are only fitted in Master Bathroom. |
| (c) Kitchen | Fitted with wooden cabinet with wood finish door panels and stainless steel sink with chrome plated sink mixer. |
| (d) Bedroom | No fittings. |

4. Other Provision

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

SCHEDULE 7

Communal and Recreational Facilities

- Swimming Pool

**TENDERER MUST
COMPLETE THIS
PAGE**

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

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

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

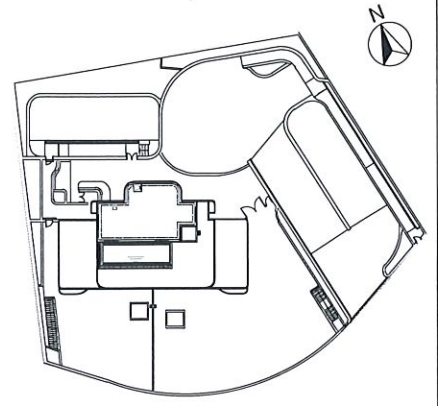
[OR]

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

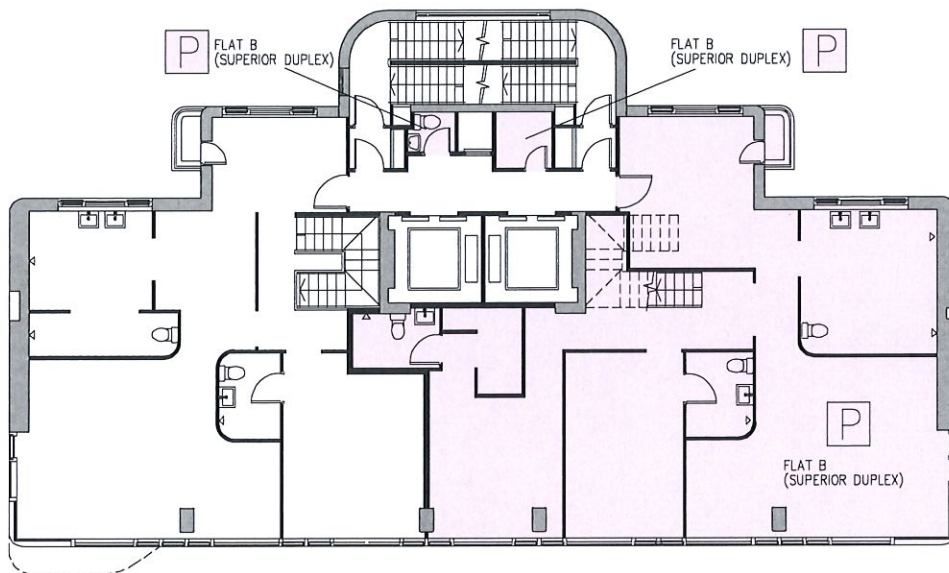
INTERPRETED to the Purchaser in the Cantonese dialect of the Chinese language by: -

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

Messrs. Mayer Brown as stakeholders



SITE PLAN
0 米/M 25 50 米/M



11/F & 12/F FLAT B (SUPERIOR DUPLEX)

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

NOTES:

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

LEGEND:

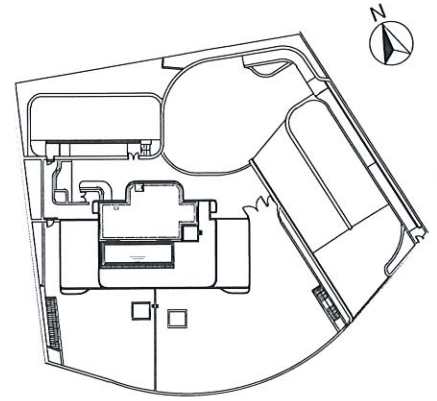
[P] - PINK

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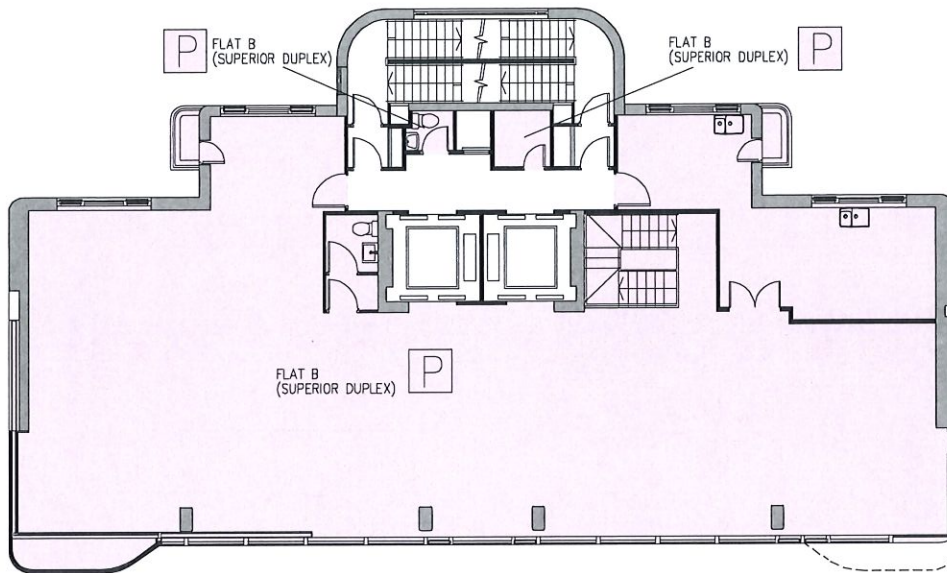
0 米/M 5 10 米/M

CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

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



SITE PLAN
0 米/M 25 50 米/M



11/F & 12/F FLAT B (SUPERIOR DUPLEX)

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

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LEGEND:

P - PINK

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

0 米/M 5 10 米/M

CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

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

I.L. No. 7740
 DUKES PLACE

47 PERKINS ROAD, JARDINE'S LOOKOUT,
 HONG KONG

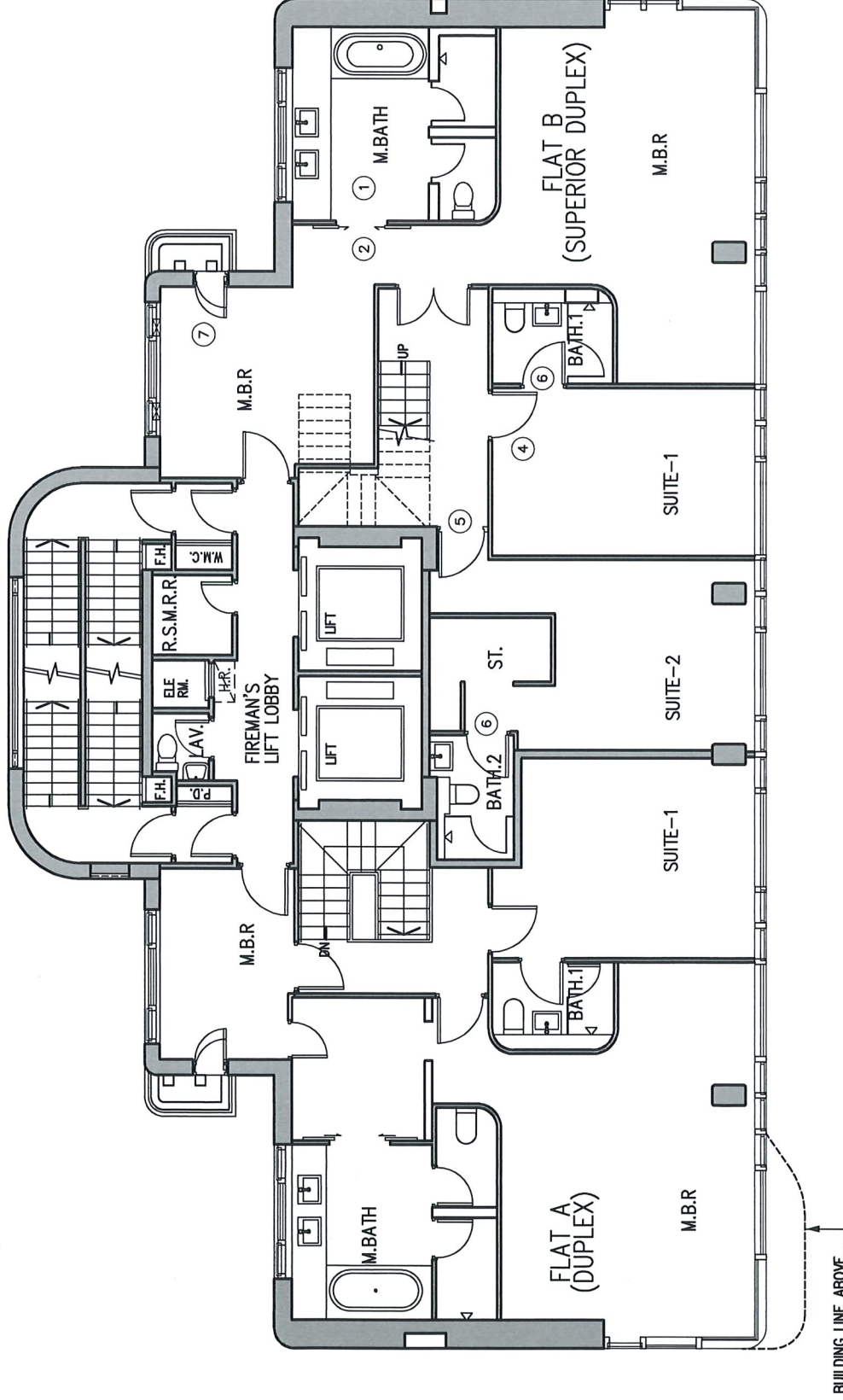
11/F Floor Plan showing As-is Layout
 11樓現狀間隔平面圖

Alteration Work

1. Bathtub, vanity counter, shower cubicle with glass door, water closet cubicle with glass door and sliding door in Master Bathroom are added.
2. Master Bedroom door is added.
3. Partition in Master Bedroom is added.
4. Suite door is added.
5. Layout of Suite is changed and Suite door is added.
6. Vanity counter and shower cubicle with glass door in Bathroom are added.
7. Store Room door (For A/C Outdoor Unit) is added.
8. Parapet at corridor is added.

經改動工程

1. 新增主人浴室浴缸、洗手盆櫃、淋浴間配玻璃門、坐廁間配玻璃門及趟門。
2. 新增主人睡房門。
3. 新增主人睡房間隔。
4. 新增套房門。
5. 改動套房間隔及新增套房門。
6. 新增浴室洗手盆櫃及淋浴間配玻璃門。
7. 新增儲物室門(放置空調戶外機)。
8. 新增走廊矮牆。



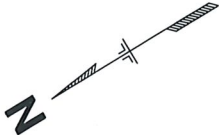
BUILDING LINE ABOVE

11th FLOOR PLAN 11樓平面圖
 Showing As-is Layout of Flat B (Superior Duplex) 11樓B單位現狀間隔

(PLAN FOR IDENTIFICATION PURPOSE ONLY)

SCALE = 1:125

Wai Hing Wah
WAI HING WAH
 AUTHORIZED PERSON, REGISTERED ARCHITECT



I.L. No. 7740 DUKES PLACE

47 PERKINS ROAD, JARDINE'S LOOKOUT,
HONG KONG

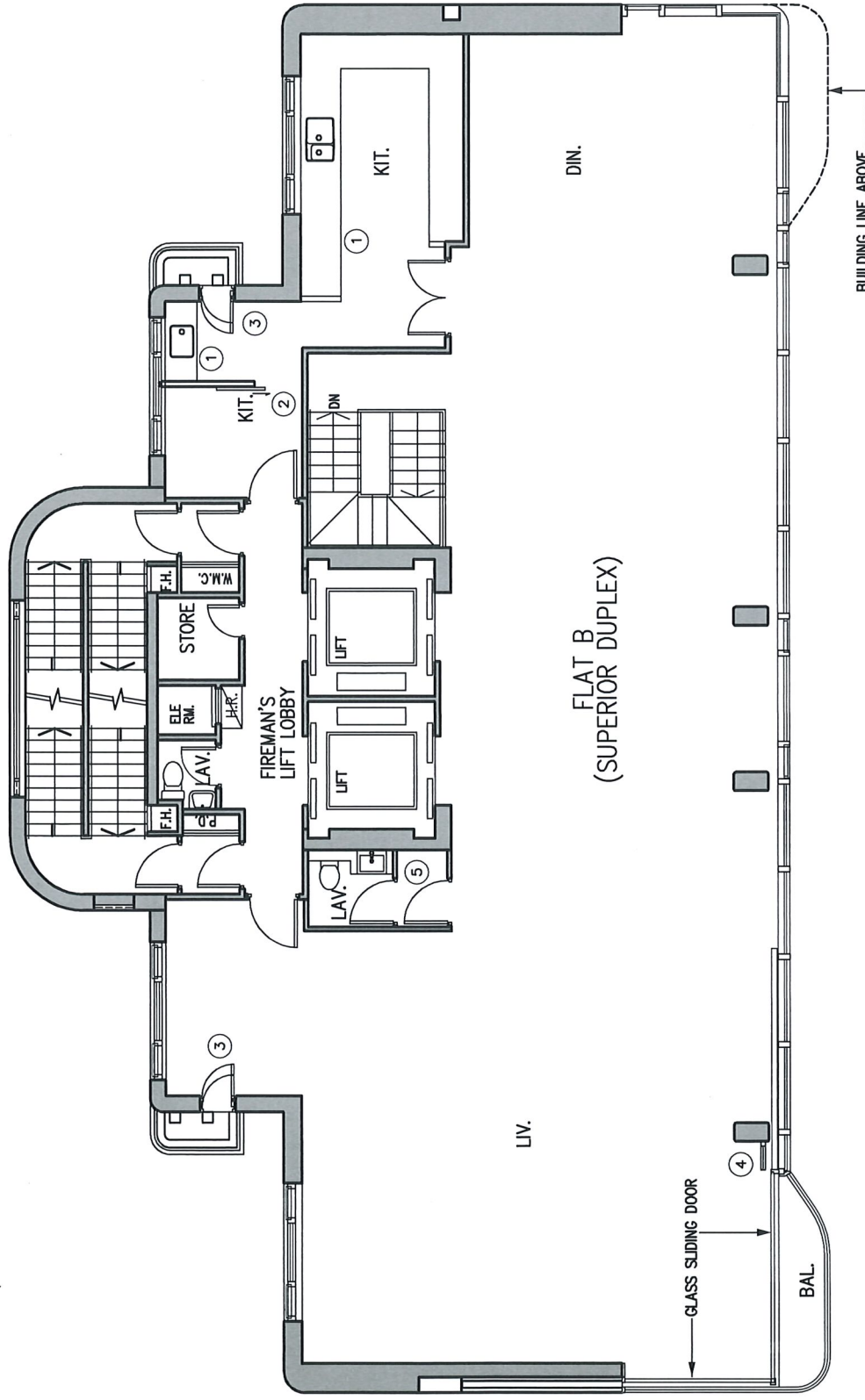
12/F Floor Plan showing As-is Layout 12樓現狀間隔平面圖

Alteration Work

1. Partition and kitchen cabinet in Kitchen are added.
2. Sliding door in Kitchen is added.
3. Store Room door (For A/C Outdoor Unit) is added.
4. Glass balustrade adjacent to Balcony is added.
5. Vanity counter in Lavatory is added.

經改動工程

1. 新增廚房間隔及廚櫃。
2. 新增廚房滑門。
3. 新增儲物室門(放置空調戶外機)。
4. 新增露台旁玻璃欄杆。
5. 新增洗手間洗手盆櫃。



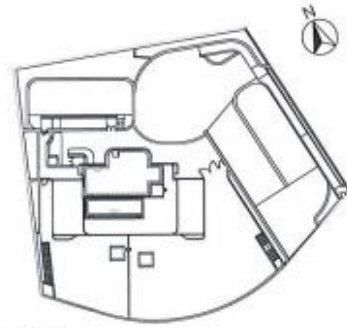
FLAT B
(SUPERIOR DUPLEX)

12th FLOOR PLAN 12樓平面圖 Showing As-is Layout of Flat B (Superior Duplex) 12樓B單位現狀間隔

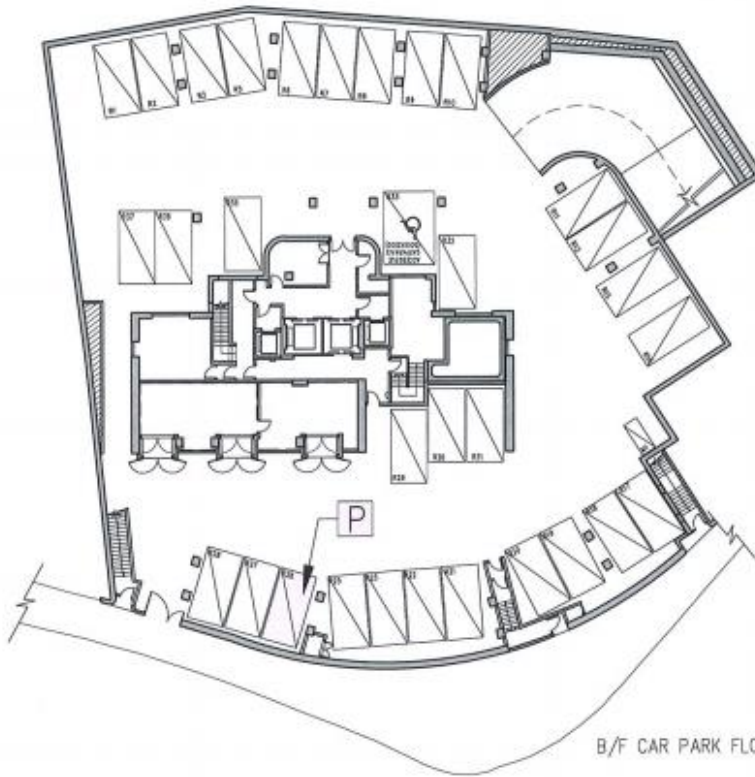
(PLAN FOR IDENTIFICATION PURPOSE ONLY)

SCALE = 1:125

Wai Hing Wah
WAI HING WAH
 AUTHORIZED PERSON, REGISTERED ARCHITECT



SITE PLAN
0 米/M 25 50 米/M



B/F CAR PARK FLOOR PLAN

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

NOTES:

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2. FOR IDENTIFICATION PURPOSES ONLY

LEGEND:

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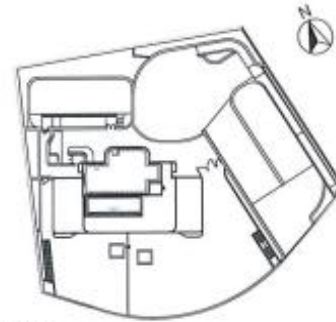
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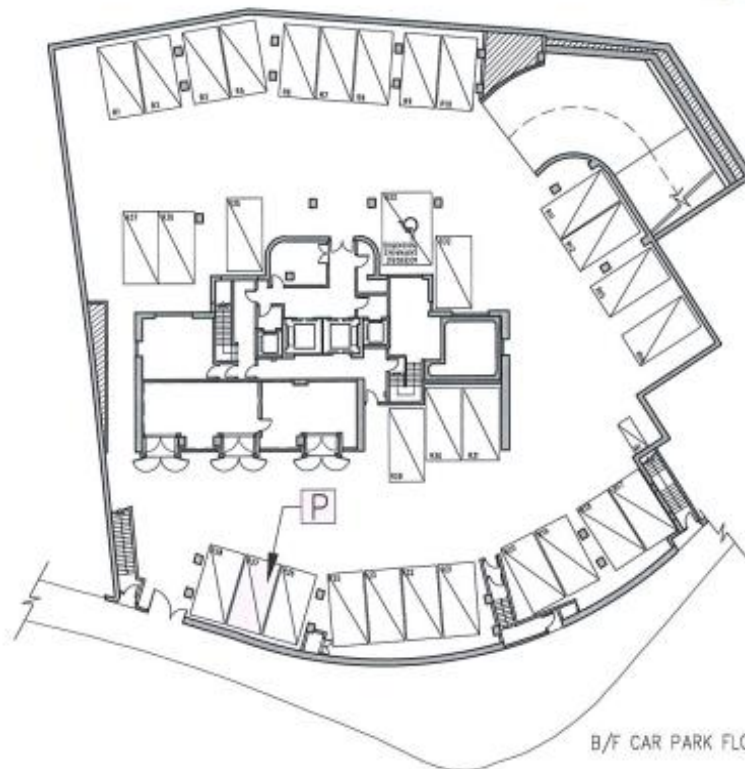


CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

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



SITE PLAN
0 米/M 25 50 米/M



B/F CAR PARK FLOOR PLAN

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

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LEGEND:

[P] - PINK

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0 米/M 2 6 10 20 米/M

CHEUNG Man-Ching, Anthony
Authorized Person (Architect)

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