

TENDER DOCUMENT

招標文件

**INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER
公開招標承投購買物業**

Tenders are invited for the purchase of the following properties as set out in Sales Arrangement No. 3 issued by the Vendor (as the same may be revised by the Vendor from time to time) (the “Sales Arrangement”)

招標承投購買載於賣方發出的銷售安排第 3 號 (及賣方不時對其作出的修改)(「銷售安排」)內之以下物業

(1) Flat A on 33th Floor & (2) Flat B on 33th Floor

(1) 33 樓 A 單位 及 (2) 33 樓 B 單位

at

THE UPTOWN

(“the Development”)

位於城軒 (「發展項目」)

(Unless previously Sold or Withdrawn)

(但若在招標截止時限之前已被撤回或出售則除外)

Tenders must be submitted between the Tender Commencement Date and Time (as set out in the Sales Arrangement) to the Tender Closing Date and Time (as set out in the Sales Arrangement) in the prescribed form to the Tender Box labeled “**Public Tender for THE UPTOWN**” placed at the Sales Office (as defined in the Tender Notice) in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for THE UPTOWN**”.

投標須採用指定的投標表格，放入普通信封內封密，信封面須清楚註明「城軒投標書」，並於招標開始日期及時間(指載於銷售安排的招標開始日期及時間)至招標截止日期及時間(指載於銷售安排的招標截止日期及時間)內，放入位於售樓處(定義見招標公告)擺放標示為「城軒公開招標」的投標箱內。

TENDER NOTICE

招標公告

1. Pacific Business Limited (the “Vendor”) invites tenders for the purchase of the property(ies) set out in the Sales Arrangement (the “Property”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “Form of Tender”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) annexed hereto as Appendix A and Appendix B respectively.

僑業有限公司（「賣方」）現按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買載於銷售安排的物業（以下簡稱「本物業」）。

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.

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。

3. The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.

賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交之投標書。

4. The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Property from sale or to sell or dispose all or any of the Property or any part thereof to any person by any method (including without limitation private treaty, tender and auction).

賣方保留權利在接納任何投標書之前的任何時間撤回全部或任何本物業不予出售，或將全部或任何本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。

5. The Vendor has the absolute right and discretion to adjust the Tender Closing Date and/or Time of any of the Property by amending the sales arrangements issued by the Vendor (as may be revised by the Vendor from time to time) relating to any of the Property. Tenderers are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a date of sale. Although a Property may be available for tender on a date of sale, it may become unavailable during or after that date of sale because the Vendor may accept a previous tender for the Property within the acceptance period after the closing date of a previous tender exercise of the Property. In such event, the Vendor will reject other offer(s) for

purchase of the Property. Please note also that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排不時更改招標截止日期及/或時間。投標者敬請檢視發展項目的成交紀錄冊，以知悉本物業是否在某一出售日期仍然可供招標出售。雖然本物業可能在某一出售日期仍然可供投標，但因賣方可能會在先前的招標程序完結後的承約期間內接納本物業的先前的投標書，本物業可能於該出售日期內的期間或之後變為不再可供出售。在此情況下，賣方將拒絕接納本物業的其他要約。投標者亦請注意發展項目的成交紀錄冊未必能於賣方接納投標後立即更新。

6. Tenderers should note that:

投標者須注意：

- (a) Gallant (the “Vendor’s Solicitors”) do not act for any tenderer in the process of this tender.

何耀棣律師事務所(「賣方律師」)在本招標過程中不代表任何投標者。

- (b) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor’s Solicitors to act for him as well as for the Vendor.

中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及 (ii) 其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

7. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) (in the form annexed hereto as Appendix A) and the **Preliminary Agreement** (in **DUPLICATE**) (in the form annexed hereto as Appendix B) both without any amendments duly completed and signed by the tenderer.

採用未經修改的**投標表格**(按照附件 A 所列的格式)及**臨時合約**(按照附件 B 所列的格式)，由投標者填妥並簽署一式兩份。

Please only date the Form of Tender BUT DO NOT date the Preliminary Agreement.

請於簽署投標表格時填上簽署日期但請勿於臨時合約填上日期。

(b) accompanied with the following documents: -

連同以下文件：

- (i) One or more cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the amount equal to **5%** of the Tender Price (as defined in the Form of Tender) for the Property, such sum being the **preliminary deposit** for the tender, made payable to “**GALLANT**”.
由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的一張或多張銀行本票，金額為本物業的投標價(具有投標表格給予該詞的涵義)的 **5%**，該金額須作為投標的**臨時訂金**，抬頭寫「**何耀棣律師事務所**」。
- (ii) If the tenderer is/are individual(s), copy of the HKID Card/Passport of each individual of the tenderer and if the tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer and copies of the latest register of directors and annual return (if any) and a copy of the board resolutions of the tenderer authorising the signing of the Form of Tender, the Preliminary Agreement and other related documents.
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，以及投標者最近期的董事登記冊及周年申報表(如有)及董事會議記錄證明投標表格、臨時合約及有關文件上簽署之授權的複印本。
- (iii) Copy of licence and name card of the estate agent appointed by the tenderer (if applicable).
投標者委託的地產經紀的牌照複印本及名片(如適用)。
- (iv) Warning to Purchasers (in Form 1 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer.
由投標者填妥及簽署的「對買方的警告」(其格式附夾於本文件附件 C-表格一，不得修改)。
- (v) Vendor's Information Form (in Form 2 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer.
由投標者填妥及簽署的「賣方資料表格」(其格式附夾於本文件附件 C-表格二，不得修改)。
- (vi) Personal Information Collection Statement (in Form 3 enclosed in Appendix C) duly completed and signed without any amendments by the

tenderer.

由投標者填妥及簽署的「個人資料收集聲明」(其格式附夾於本文件附件 C-表格三，不得修改)

- (vii) Following documents (in Form 4 enclosed in Appendix C) duly completed and signed without any amendments by the tenderer:

由投標者填妥並簽署的以下文件(其格式附夾於本文件附件 C-表格四，不得修改):

- Acknowledgement Letter Regarding Availability of Property for Viewing
「關於參觀物業的確認信」

Please do NOT date any of the documents referred to in this subparagraph (vii).

請不要於本第(vii)分段所述的任何文件內填上日期。

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Tender for THE UPTOWN**”; and
放入普通信封內封密，信封面須清楚註明「**城軒投標書**」；以及
- (d) submit the same to the Tender Box labeled “**Public Tender for THE UPTOWN**” placed at 1st Floor, 8 Maidstone Road, Kowloon (the “**Sales Office**”) between the Tender Commencement Date and Time to the Tender Closing Date and Time.
於招標開始日期及時間起至招標截止日期及時間為止，放入位於九龍美善同道 8 號 1 樓 (「**售樓處**」) 擺放的標示為「**城軒公開招標**」的投標箱內。

In case a Black Rainstorm Warning Signal is issued or a Typhoon Signal No.8 or above is hoisted or the Government announced “Extreme Condition” between 11:00 a.m. and 4:00 p.m. on the Tender Closing Date, the Tender Closing Date and Time will be postponed to 4:00 p.m. on the next calendar day on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued or “Extreme Conditions” is announced at any time between 11:00 a.m. and 4:00 p.m.

若黑色暴雨警告信號或八號或以上熱帶氣旋警告信號或「極端情況」在招標截止日期當天上午十一時正至下午四時正期間發出，截標日期及時間將延至下一個在當天上午十一時正至下午四時正期間沒有發出黑色暴雨警告信號或八號或以上熱帶氣旋警告信號或「極端情況」的日子，截標時間為當天的下午四時正。

8. All cashier order(s) forwarded by the tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier

order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Tender Price. All other cashier order(s) will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date (as defined below) to the unsuccessful tenderers at the address stated in their tenders.

在賣方對收到的投標書作出決定前，所有銀行本票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付投標價的部份款項。所有其他銀行本票將於下文訂明的承約日期起計 14 日內，按投標書所載通過郵遞方式退還予落選投標者，一切郵遞涉及之風險由落選投標者承擔。

9. (a) The tenderer must sign the Form of Tender and other documents personally (if the tenderer is a company, by its director) and shall be deemed to be acting as a principal.

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

- (b) If the tenderer is a company, it should clearly state, inter alia, the name of its contact person and its telephone and facsimile numbers in the Form of Tender.

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

- (c) The Hong Kong correspondence address specified in the Form of Tender shall be the address for the purpose of receipt of notification regarding the acceptance of tender and return of cashier order(s).

投標表格中指定的香港通訊地址將會是收取接納投標書通知及退回銀行本票的地址。

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 in accordance with the terms and conditions set out in this Tender Notice, the Preliminary Agreement and the Form of Tender within 14 working days after the closing date of the tender (the “**Acceptance Date**”). After the tender has been submitted in accordance with the procedures set out in this Tender Notice, 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 Acceptance Date.

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，可供賣方在招標截止日期後的第十四個工作天(簡稱「承約日期」)或之前按照本招標公告、臨時合約和投標表格所載的條款及條件，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，直至承約日期之前，投標書都可由賣方隨時接納。

- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the tenderer HK\$10.00 upon receipt of a written demand from him prior to the submission of his tender.

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書面要求時向該投標者支付港幣 10 元。

11. If a tender is accepted, the successful tenderer shall become the purchaser of the Property (the “**Purchaser**”) and:

投標如獲接納，中標者即成為本物業的買方(以下簡稱「**買方**」):

- (a) the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;

賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接納中標者之要約。賣方接納後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；

- (b) the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and

賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及

- (c) within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase (the “**Agreement**”) in the standard form prepared by the Vendor’s Solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection between 11:00 a.m. to 5:00 p.m. from Monday to Friday (except public holiday) at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

在臨時合約日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約（「**正式合約**」），不能對其作出任何改動或修訂。正式合約的標

準格式存放在售樓處，於星期一至星期五上午 11 時至下午 5 時(公眾假期除外)期間以供審閱。為免疑問，買方將被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。

12. 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 Notice, the Preliminary Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at 16/F., V. Heun Building, 138 Queen's Road Central, Hong Kong.

投標者宜注意，賣方只會回答關於本物業的一般問題，而不會就本招標公告、臨時合約或關於本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，地址為中環皇后大道中 138 號威亨大廈 16 字樓。

13. 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 Notice, the Preliminary Agreement 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 Notice, the Preliminary Agreement or the Agreement.

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公告、臨時合約或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、臨時合約或正式合約所列出的任何條款或條件。

14. The Vendor reserves the right, in its sole discretion, to disqualify any tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Notice. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Notice shall be treated as non-conforming tenders.

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公告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公告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。

15. Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer

acknowledges and confirms that:

倘投標者經由地產代理（以下簡稱「介紹人」）介紹予賣方以入標認購本物業，投標者知悉和確認：

- (a) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人士負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束；

- (b) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

投標者與介紹人或任何其他地產代理之任何轉讓，一概與賣方無關。本招標及（如投標者的要約獲接納）本物業之買賣將按照本文件條款及交易文件條款進行；及

- (c) whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Property is subject to the Vendor's confirmation.

介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

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

時間在各方面均為要素。

17. The Chinese translation of this Tender Notice and the Form of Tender is for reference

only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

Date: 1 March 2024

日期：01/03/2024

Appendix 附件 A: FORM OF TENDER 投標表格

(To be completed by the Tenderer) (由投標者填寫)

To: The Vendor 致：賣方

1. Offer 要約

I/We (whose name(s) and address(es) specified in the Schedule to this Form of Tender), the Tenderer, hereby irrevocably offer to purchase the Property at the Tender Price specified in the Schedule to this Form of Tender subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

本人／我們(其名稱與地址載於本投標表格的附表)，即投標者，現不可撤銷地提出要約以本投標表格的附表中指明的投標價購買本物業，並受本投標表格、招標公告(以下簡稱「**招標公告**」)及臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及細則所約束。

2. Address for receipt of Letter of Acceptance 收取接納通知的地址

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Form of Tender shall be the address for the purpose of receipt of notification of successful tender and/or return of cashier order(s).

本人／我們同意於本投標表格的附表中指明的香港通訊地址將作為收取接納投標書通知及退回銀行本票的地址。

3. Declarations, representations and warranties 聲明、陳述及保證

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

本人／我們現聲明、陳述及保證如下：

- (a) The information specified in the Schedule to this Form of Tender is in all respects true and accurate in so far it is within my/our knowledge.

本投標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) 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 Tender

Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

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

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

Schedule to the Form of Tender

投標表格的附表

(To be completed by the Tenderer)

(由投標者填寫)

Section 1 第 1 節 – Particulars of the Tenderer 投標者的資料				
Name 名稱				
ID No. / Passport No. / BR No. 身份證/護照/商業登記證號碼				
Address/ Registered office 地址/註冊辦事處				
Hong Kong Correspondence address (if different from above) 香港通訊地址(如與上面不同)				
Contact details 聯絡資料	Name 聯絡人		Email 電郵	
	Telephone 電話		Fax 傳真	

Section 2 第 2 節 – Tendered Property 投標物業 (「本物業」the “Property”)
Flat [] on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN

Section 3 第 3 節 – Tender Price 投標價			
Tender price (HK\$) 投標價(HK\$)			
Cashier order 銀行本票	Amount 金額 (HK\$)	Bank 銀行	Cashier order no. 本票編號

Section 4 第 4 節 – Payment plan 付款計劃
Please refer to the Preliminary Agreement for details of the payment plans. 有關付款計劃，請參閱臨時買賣合約。

Section 5 第 5 節 – Intermediary (if any) 中介人(如有)	
Name of sales person 地產代理姓名	
EA Licence No. 地產代理牌照號碼	
Estate agency 公司名稱	
Contact No. 聯絡電話	
<p><u>Declaration regarding Intermediary (applicable only if an Intermediary is specified)</u> 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 this Tender Document and the terms and conditions as set out in the transaction documents.</p> <p>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負責。買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據招標文件條款及交易文件條款進行。</p>	

Section 6 第 6 節 – Viewing of the Property (#Please tick either one) 參觀本物業(#請剔其中一項)
<p>#<input type="checkbox"/> The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property. 賣方已開放本物業以供本人/我們參觀，而本人/我們亦已參觀本物業。</p> <p>#<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. 本人/我們明白本人/我們有權在遞交投標書前參觀本物業，而賣方已開放本物業以供本人/我們參觀，但本人/我們決定不參觀本物業。</p>

Section 7 第 7 節 – Declaration of relationship with the Vendor (# Please tick as appropriate) 與賣方關係的聲明(#請剔適用者)
<p>I/We [# <input type="checkbox"/> are / <input type="checkbox"/> are not] a related party* to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).</p> <p>就《一手住宅物業銷售條例》(第 621 章)而言，本人/我們[# <input type="checkbox"/> 是 / <input type="checkbox"/> 不是] 賣方的有關連人士*。</p> <p>* (A person is a related party to the Vendor if that person is:</p> <ul style="list-style-type: none"> (a) a director of the Vendor, or a parent, spouse or child of such a director; (b) a manager of the Vendor; (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (d) an associate corporation or holding company of the Vendor; (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (f) a manager of such an associate corporation or holding company.

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

*(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。)

Section 8 第 8 節 – Submission checklist 遞交清單

The following documents are submitted together with this Tender (documents marked # should be left undated):

下列文件連同本投標書一併附上 (標註#的文件不應填寫日期)：

1. Cashier order(s) made payable to “Gallant” as preliminary deposit
抬頭為「何耀棣律師事務所」的銀行本票作為臨時訂金
2. “Form of Tender” (in **DUPLICATE**) (in the form annexed to the Tender Notice as Appendix A) duly completed and signed by me/us
已由本人/我們填妥及簽署的「投標表格」(一式兩份)(按照招標公告附件 A 所列的格式)
3. “Preliminary Agreement for Sale and Purchase” (in **DUPLICATE**) (in the form annexed to the Tender Notice as Appendix B) duly completed and signed by me/us#
已由本人/我們填妥及簽署的「臨時買賣合約」(一式兩份)(按照招標公告附件 B 所列的格式)#
4. A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable) / copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)
本人/我們的香港身份證影印副本(如適用)/我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及董事會議記錄證明投標表格、臨時合約及有關文件上簽署之授權之影印副本(如適用)
5. A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable) 本人/我們委任之地產代理的牌照影印副本及名片 (如適用)
6. Following documents (in the form enclosed in Appendix C) duly completed and signed by me/us:
已由本人/我們填妥及簽署的附件 C 的文件：
 - (i) Warning to Purchasers 對買方的警告
 - (ii) Vendor’s Information Form 賣方資料表格
 - (iii) Personal Information Collection Statement 個人資料收集聲明
 - (iv) Acknowledgement Letter Regarding Availability of Property for Viewing# 關於參觀物業的確認信#

Section 9 第 9 節 – Signature of the Tenderer and witness 投標者及見證人的簽署

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

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

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

Signed by the Tenderer:

投標者簽署：

Witnessed by:

見證人簽署：

Name of the authorized signature (if the Tenderer is a company):

獲授權人士的名稱(如投標者為公司)：

Name of the witness:

見證人名稱：

Date:

日期：

Appendix 附件 B: PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約



裕泰興物業代理有限公司
YU TAI HING PROPERTY AGENCY LIMITED

香港皇后大道中一三八號威寧大廈十六樓
16th Floor, V. Heun Building, 138 Queen's Road Central, Hong Kong.
Tel : 2545 5223 Fax : 2854 1032
E-mail: property@ytl.com Web Site: www.ytl.com
[Licence No.: C-053029](http://www.ytl.com)

臨時買賣合約
PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

No.

賣方律師： Vendor's Solicitors	何耀棟律師事務所 Gallant	電話： Telephone	2526 3336
地址： Address	香港中環康樂廣場一號怡和大廈五樓 5 th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong.		
賣方： Vendor	僑業有限公司 Pacific Business Limited	購買日期： Purchase Date	
買方： Purchaser(s)		身份證 / 護照 / 商業登記證號碼： ID/Passport/ BR No.	
買方地址： Purchaser's Address		買方電話： Purchaser's Telephone	
發展項目名稱及地址：城軒 Name of the Development and address: THE UPTOWN	九龍美善同道 8 號 No. 8 Maidstone Road, Kowloon		
本物業： Property	<u>Flat/單位</u>	<u>Floor/樓</u>	<u>住客車位編號</u> Residential Car Parking Space No.
1. 本物業的售價為 The purchase price of the Property is 為數 Preliminary deposit in the sum of	港幣 HK\$ 港幣 HK\$	元，並須由買方按以下方式付予賣方 – , which shall be paid by the Purchaser to the Vendor in the manner as follows – 元(即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。 , which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.	
加付訂金： Further deposit	港幣 HK\$	元於簽署正式合約(按下述第 3 條所定義)時付清。 shall be paid upon signing of the Agreement (as defined in clause 3 below)	
加付訂金/部份售價： Further deposit/Part payment	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
加付部份售價： Further part payment	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
	港幣 HK\$	元於 shall be paid on or before	此日或之前付清
售價餘額： Balance of purchase price	港幣 HK\$	元於 shall be paid on or before	(「成交日期」)或之前付清 ("Completion Date")

<p>2. 買賣須於成交日期或之前於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內, 在賣方律師的辦事處完成。 The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on or before the Completion Date.</p> <p>3. 按訂約雙方的意向, 本臨時合約將會由一份買賣合約("正式合約")取代, 正式合約須— It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed—</p> <p>(a) 由買方於 _____ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及 by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and</p> <p>(b) 由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。 by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).</p> <p>4. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話), 由買方承擔。 The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.</p> <p>5. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話), 由買方承擔。 The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.</p> <p>6. 本臨時合約受以下之「其他條款及條件」所約束。 This Preliminary Agreement is subject to the "Other Terms and Conditions" printed hereinbelow.</p>		
買方簽署 Signed by the Purchaser(s)	賣方簽署 Signed by the Vendor 裕泰興物業代理有限公司 Yu Tai Hing Property Agency Limited 代表賣方 For and on behalf of the Vendor _____ 經手收款人 Authorized Signatory	備註 Remarks
茲收到上述所列之臨時訂金 Received the above preliminary deposit 港幣	本票/支票號碼 _____ 港幣 HK\$ 銀行 Bank Cashier Order / Cheque No. _____	備註 Remarks

其他條款及條件 Other Terms and Conditions

7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.
8. 買方須於本臨時合約的簽署日期之後的五個工作日內攜帶本臨時合約到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 22 條所載正式合約應付之所有印花稅。正式合約的文本須為賣方律師所擬者，買方不得更改。
The Purchaser shall attend the offices of the Vendor's Solicitors together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's Solicitors; (ii) to pay the sum above-mentioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 22. The Agreement shall be in such form prepared by the Vendor's Solicitors and shall not be varied by the Purchaser.
9. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約-
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed-
 - (a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.
10. 在正式合約當中，買方須與賣方協議如下-
The Purchaser will have to agree with the Vendor in the Agreement to the effect that-
 - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and
 - (b) 除訂立按揭或押記外，買方不得於本買賣成交及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以上為目的之任何協議。本物業的轉讓契必須以簽署本物業之正式合約的買方為受惠人。
other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment. The Assignment of the Property must be made in favor of the Purchaser who signed the Agreement.
11. 本物業的度量尺寸載列於附表 1。
The measurements of the Property are set out in the attached Schedule 1.
12. 本物業買賣所包括的裝置、裝修物料及設備載列於附表 2。
The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
14. 買方已確認收到第 15 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
15. 就第 14 條而言，“對買方的警告”內容如下-
For the purposes of clause 14, the following is the “Warning to Purchasers”-
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 賣方並不接受買方的任何授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
No attorney, trustee or nominee of any kind by the Purchaser shall be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
17. 若買方亦聘用賣方之律師行為買方在本物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
18. 若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
19. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及代墊付費用，全部由買方負責及支付。
All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
20. 買方在購買本物業時完全知悉本物業及本物業內的裝置、裝修物料及設備的實質狀況，並接受本物業及該等裝置、裝修物料及設備的現狀。
The Purchaser purchase the Property with full knowledge of physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

21. 本物業以現狀形式出售，買方同意及承認在簽署本臨時合約前已到本物業實地視察，並清楚及接受本物業現時之情況。
The Property is sold on "as is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property prior to the signing of this Preliminary Agreement, has knowledge of and accepts the existing state and condition of the Property.
22. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方承擔及支付。
All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
23. 一切擬備、登記及完成公契及管理協議(“公契”)之費用及附於公契之圖則費用的適當分攤、本物業的業權契據及文件認證副本之費用、本物業的正式合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅較高稅率而需的任何法定聲明之費用、本物業的按揭(如有)之法律及其他費用及代墊付費用及其他有關本物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他代墊付費用均須由買方承擔。
The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement (the "DMC") and the plans attached to the DMC, all costs for preparing certified copies of title deeds and documents of the Property, all plan fees for plans to be annexed to the Agreement and the assignment of the Property, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or higher rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
24. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方在本臨時合約終止時單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry upon termination of this Preliminary Agreement.
25. 買方如有更改地址或電話，須以書面通知賣方。
The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
26. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
27. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
Time shall in every respect be of the essence of this Preliminary Agreement.
28. 本臨時合約中—
In this Preliminary Agreement—
(a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
(b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
“working day” has the meaning given by section 2(1) of that Ordinance;
(c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
(d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
29. (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623)(the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
(b) 本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用，而本臨時合約的條款亦只在該等情況下排除於該條例的適用範圍之外。
Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).
(c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause(b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘撤銷權存在)，而該條例第 6(1)條將不適用於臨時合約；及
this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
(ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
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.
30. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。
The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
31. 如本物業包括住宅單位也同時包括停車位，該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
If the Property consists of residential unit(s) as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
32. 賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。
The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and payment terms and the calculation of the Purchase Price of the Property.
33. 在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.

34. 買方須在本物業的收樓之前，按照公契規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。
The Purchaser shall on completion and before being entitled to possession of the Property reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, special fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the DMC.
35. 任何本臨時買賣合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後第一個工作日。
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
36. 本臨時買賣合約取代雙方所有過往之談判、申述、理解及協議。
This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.

臨時買賣合約附表 1
Schedule 1 to Preliminary Agreement for Sale and Purchase

本物業的量度尺寸如下—

The measurements of the Property are as follows —

Property 物業： Flat A on 33rd Floor of THE UPTOWN, No. 8 Maidstone Road, Kowloon

(a) 本物業的實用面積為 the saleable area of the Property is	* <u>47.408</u>	平方米/ square metres/	<u>510</u>	平方呎，其中- square feet of which -
	* <u>2.000</u>	平方米/ square metres/	<u>22</u>	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* <u>1.500</u>	平方米/ square metres/	<u>16</u>	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* <u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*窗台的面積為 the area of the bay window is	* <u>1.775</u>	平方米/ square metres/	<u>19</u>	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*平台的面積為 the area of the flat roof is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*花園的面積為 the area of the garden is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*停車位的面積為 the area of the parking space is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*天台的面積為 the area of the roof is	* <u>35.882</u>	平方米/ square metres/	<u>386</u>	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*前庭的面積為 the area of the terrace is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎； square feet;
*庭院的面積為 the area of the yard is	<u>XXX</u>	平方米/ square metres/	<u>XXX</u>	平方呎。 square feet.

* 將不適用者刪去 Delete as appropriate

買方簽署 Signed by the Purchaser(s)

臨時買賣合約附表 1
Schedule 1 to Preliminary Agreement for Sale and Purchase

本物業的量度尺寸如下—

The measurements of the Property are as follows —

Property 物業： Flat B on 33rd Floor of THE UPTOWN, No. 8 Maidstone Road, Kowloon

(a) 本物業的實用面積為 the saleable area of the Property is	* <u>65.810</u>	平方米／ square metres/	<u>708</u>	平方呎，其中- square feet of which -
	* <u>2.000</u>	平方米／ square metres/	<u>22</u>	平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	* <u>1.500</u>	平方米／ square metres/	<u>16</u>	平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform;
	* <u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎為陽台的樓面面積； square feet is the floor area of the verandah; and
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*窗台的面積為 the area of the bay window is	* <u>2.175</u>	平方米／ square metres/	<u>23</u>	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*平台的面積為 the area of the flat roof is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*花園的面積為 the area of the garden is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*停車位的面積為 the area of the parking space is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*天台的面積為 the area of the roof is	* <u>38.502</u>	平方米／ square metres/	<u>414</u>	平方呎； square feet;
*梯屋的面積為 the area of the stairhood is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*前庭的面積為 the area of the terrace is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎； square feet;
*庭院的面積為 the area of the yard is	<u>XXX</u>	平方米／ square metres/	<u>XXX</u>	平方呎。 square feet.

* 將不適用者刪去 Delete as appropriate

買方簽署 Signed by the Purchaser(s)

For : All Flat A and B
適用於 所有 A 及 B 單位

臨時買賣合約附表 2
Schedule 2 to Preliminary Agreement for Sale and Purchase

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

1. Exterior Finishes 外部裝修物料

Item 細項	Description 描述	
External Wall 外牆	Type of finishes 裝修物料的類型	Tiles, paint, aluminium, natural stone and glass 瓷磚、油漆、鋁、天然石及玻璃
Window 窗	Material of frame 框的用料	Aluminium frame 鋁質窗框
	Material of glass 玻璃的用料	Tinted tempered glass 有色鋼化玻璃
Bay window 窗台	Material 用料	Tinted tempered glass 有色鋼化玻璃
	Window sill finishes 窗台板的裝修物料	Natural stone 天然石

1. Exterior Finishes 外部裝修物料

Item 細項	Description 描述	
Verandah or balcony 陽台或露台	(i) Type of finishes 裝修物料的類型	<p>Balcony: laminated glass balustrade with steel railing 露台：夾層玻璃圍欄及鋼欄杆</p> <p>Wall: tiles 牆身：瓷磚</p> <p>Floor: tiles, except Flat A and Flat B on 26/F with engineered timber flooring 地板：瓷磚，除了26樓A單位及B單位鋪複合木地板</p> <p>Ceiling: paint 天花：油漆</p> <p>Verandah: not applicable 陽台：不適用</p>
	(ii) Whether it is covered 是否有蓋	<p>Balcony : covered 露台：有</p> <p>Verandah : not applicable 陽台：不適用</p>

2. Interior Finishes 室內裝修物料

Item 細項	Description 描述		
Internal wall and ceiling 內牆及天花板		Wall 牆壁	Ceiling 天花板
	Type of Living room finishes 客廳的裝修物料的類型	Emulsion paint where exposed, except Flat A and Flat B on 26/F with wall covering and wooden veneer 外露牆身髹乳膠漆，除了 26 樓 A 單位及 B 單位鋪牆紙及木皮	Ceiling, gypsum board false ceiling and bulkhead finished with emulsion paint where exposed 外露的天花、石膏板假天花及假陣髹乳膠漆
	Type of Dining room finishes 飯廳的裝修物料的類型	Emulsion paint where exposed, except Flat A and Flat B on 26/F with wall covering and wooden veneer 外露牆身髹乳膠漆，除了 26 樓 A 單位及 B 單位鋪牆紙及木皮	Ceiling, gypsum board false ceiling and bulkhead finished with emulsion paint where exposed 外露的天花、石膏板假天花及假陣髹乳膠漆
	Type of Bedroom finishes 睡房的裝修物料的類型	Emulsion paint where exposed, except Flat A and Flat B on 26/F with wall covering and wooden veneer; Bedroom 3 of Flat B on 26/F with stainless steel frame laminated glass 外露牆身髹乳膠漆，除了 26 樓 A 單位及 B 單位鋪牆紙及木皮，26 樓 B 單位睡房 3 有不鏽鋼鑲夾層玻璃間隔	Ceiling, gypsum board false ceiling and bulkhead finished with emulsion paint where exposed 外露的天花、石膏板假天花及假陣髹乳膠漆
Internal floor 內部地板		Floor 地板	Skirting 牆腳線
	Material for living room 客廳的用料	Engineered timber flooring 複合木地板	Engineered timber skirting, except Flat A and Flat B on 26/F with stainless steel skirting 複合木腳線，除了 26 樓 A 單位及 B 單位鋪不鏽鋼腳線
	Material for dining room 飯廳的用料	Engineered timber flooring 複合木地板	Engineered timber skirting, except Flat A and Flat B on 26/F with stainless steel skirting 複合木腳線，除了 26 樓 A 單位及 B 單位鋪不鏽鋼腳線

2. Interior Finishes 室內裝修物料

Item 細項	Description 描述				
Internal floor 內部地板		Floor 地板	Skirting 牆腳線		
	Material for bedroom 睡房的用料	Engineered timber flooring 複合木地板	Engineered timber skirting, except Flat A and Flat B on 26/F with stainless steel skirting 複合木腳線，除了 26 樓 A 單位及 B 單位鋪不鏽鋼腳線		
Bathroom 浴室		Wall 牆壁	Floor 地板	Ceiling 天花板	
	(i) Type of finishes 裝修物料的類型	Tiles 瓷磚	Tiles 瓷磚	Aluminum panel ceiling, except Flat A and Flat B on 26/F with waterproof gypsum board false ceiling 鋁板天花，除了 26 樓 A 單位及 B 單位為防水石膏板假天花	
	(ii) Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Finishes run up to the false ceiling 裝修物料鋪至假天花底			
Kitchen 廚房		Wall 牆壁	Floor 地板	Ceiling 天花板	Cooking Bench 灶台
	(i) Type of finishes 裝修物料的類型	Tiles 瓷磚	Tiles 瓷磚	Aluminum panel ceiling, except Flat A and Flat B on 26/F with gypsum board false ceiling 鋁板天花，除了 26 樓 A 單位及 B 單位為石膏板假天花	Artificial Stone 人造石
	(ii) Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Finishes run up to the false ceiling 裝修物料鋪至假天花底			

3. Interior Fittings 室內裝置

Item 細項	Description 描述			
Doors 門		Material 用料	Finishes 裝修物料	Accessories 配件
	Main entrance door 主入口大門	Fire rated timber door 防火木門	Wood grain plastic laminate with stainless steel 木紋塑料層壓板及不銹鋼	Lockset with handle, concealed door closer, eye viewer and door stopper 門鎖配把手、暗藏氣鼓、防盜眼及門擋
	Bedroom 1 / Bedroom 2 / Bedroom 3 (except Flat B on 26/F) / Master bedroom 1 door 睡房 1 / 睡房 2 / 睡房 3 (除 26 樓 B 單位外) / 主人睡房 1 門	Timber door 木門	Wood grain plastic laminate 木紋塑料層壓板	Lockset with handle and door stopper 門鎖配把手及門擋
	Bathroom door 浴室門	Timber door 木門	Wood grain plastic laminate 木紋塑料層壓板	Lockset with handle and door stopper 門鎖配把手及門擋
	Kitchen door 廚房門	Fire rated timber door with glass vision panel 防火木門配防火玻璃視窗	Wood grain plastic laminate 木紋塑料層壓板	Lockset with handle and door stopper 門鎖配把手及門擋
	Balcony door 露台門	Aluminium door frame with tinted transparent glass 鋁質門鑲透明有色玻璃	Colour coated 顏色塗層	Lockset with handle 門鎖配把手

3. Interior Fittings 室內裝置

Item 細項	Description 描述			
Doors 門		Material 用料	Finishes 裝修物料	Accessories 配件
	Utility platform door 工作平台門	Aluminium door frame with tinted transparent glass 鋁質門鑲透明有色玻璃	Colour coated 顏色塗層	Lockset with handle 門鎖配把手
	Bedroom 3 (for Flat B on 26/F only) 睡房 3 (只適用於 26 樓 B 單位)	Stainless steel door frame with laminated glass 不鏽鋼門鑲夾層玻璃	Anodized colour 電鍍	Lockset with handle 門鎖配把手

3. Interior Fittings 室內裝置

Item 細項	Description 描述			
Bathroom 浴室		Fittings and Equipment 裝置及設備	Type 類型	Material 用料
	(i) Type and material of fittings and equipment 裝置及設備的類 型及用料	Cabinet 櫃	Countertop 檯面	Artificial stone 人造石
			Basin cabinet 洗手盆櫃	Plastic laminate 塑料層壓板
			Cabinet 櫃	Mirror 鏡
		Bathroom fittings 潔具	Paper holder (for Flat A and Flat B on 26/F only) 廁紙架(只適用於26樓A單位及B單 位)	Matte Black 啞黑
			Wash basin mixer 洗手盆水龍頭	Chrome Plated, except Flat A and Flat B on 26/F with Matte Black 鍍鉻, 除了26樓A單位及B單位為啞黑
			Wash basin 洗手盆	Vitreous China 陶瓷
			Water closet 座廁	Vitreous China 陶瓷
	(ii) Type and material of water supply system 供水系統的類型及用料	Cold water supply 冷水喉		Copper pipe 銅喉管
		Hot water supply 熱水喉		Copper pipe 銅喉管

3. Interior Fittings 室內裝置

Item 細項	Description 描述			
Bathroom 浴室		Fittings and Equipment 裝置及設備	Type 類型	Material 用料
	(iii) Type and material of bathing facilities (including shower or bath tub, if applicable) 沐浴設施 (包括花灑或浴缸， (如適用的話))	Shower 花灑	Shower mixer and shower set 花灑水龍頭及花灑套裝	Chrome Plated, except Flat A and Flat B on 26/F with Matte Black 鍍鉻，除了 26 樓 A 單位及 B 單位為啞黑
		Bath tub 浴缸	Bath mixer and bathtub 浴缸水龍頭及浴缸	Enameled steel bath tub 瓷釉鋼鐵浴缸
Kitchen 廚房		Material 用料		
	(i) Material of sink unit 洗滌盆的用料	Stainless steel 不銹鋼		
	(ii) Material of water supply system 供水系統的用料	Copper pipes 銅喉管		
		Material 用料	Finishes 裝修物料	
	(iii) Material and finishes of kitchen cabinet 廚櫃的用料及裝修物料	Timber cabinet with timber door panel 木製廚櫃配木製門板	Plastic laminate 塑料層壓板	

3. Interior Fittings 室內裝置

Item 細項	Description 描述		
Kitchen 廚房		Material 用料	
	(iv) Type of all other fittings and equipment	Fire service installations and equipment 消防裝置及設備	Not Applicable 不適用
	所有其他裝置及設備的 類型	Other fittings 其他裝置	Not Applicable 不適用

3. Interior Fittings 室內裝置

Item 細項	Description 描述		
Bedroom 睡房	Type and material of fittings 裝置的類型及用 料	Material 用料 Built-in wardrobe and other fittings 嵌入式衣櫃及其 他裝置	Finishes 裝修物料 Not Applicable, except the following flats: 不適用，除了以下單位： Flat A on 26/F: 26 樓A 單位： Bedroom 1 – built-in wardrobe, TV cabinet, bed frame and desk, all with wood veneer and stainless steel 睡房1 配嵌入式衣櫃、電視櫃、床架及書枱，用料均為木皮及不鏽鋼 Bedroom 2 – built-in wardrobe, bed frame, shelf and desk, all with wood veneer and stainless steel 睡房2 配嵌入式衣櫃、床架、櫃及書枱，用料均為木皮及不鏽鋼 Flat B on 26/F: 26 樓B單位： Master bedroom 1 – built-in wardrobe with wood veneer, stainless steel, plastic laminate and artificial stone; bed frame with wood veneer, stainless steel and fabric; desk with wood veneer and stainless steel; shelf with wood veneer 主人睡房1 配木皮、不鏽鋼、塑料層壓板及人造石的嵌入式衣櫃；木皮、不鏽鋼及布的床架；木皮及不鏽鋼的書枱；木皮嵌入式櫃 Bedroom 2 – built-in wardrobe and desk with wood veneer and stainless steel; bed frame with wood veneer 睡房2 配木皮及不鏽鋼的嵌入式衣櫃及書枱；木皮床架 Bedroom 3 – desk with wood veneer, stainless steel and fabric; shelf with wood veneer and stainless steel; drawer with wood veneer 睡房3 配木皮、不鏽鋼及布的書枱；木皮及不鏽鋼嵌入式櫃；木皮嵌入式抽屜櫃

3. Interior Fittings 室內裝置

Item 細項	Description 描述	
Gas supply 氣體供應	Type 類型	Gas 煤氣
	System 系統	From underground gas riser to hob and water heater point at each flat 由地下煤氣管道接駁至各戶之煮食爐位及熱水爐位
	Location 位置	Kitchen and bathroom 廚房及浴室
Washing machine connection point 洗衣機接駁點	Location 位置	Inside sink cabinet at kitchen 廚房水槽櫃內
	Design 設計	In connection point : Water tap 進水口：水龍頭 Out connection point : UPVC drain pipe with trap 排水口：去水膠喉連隔氣位
Water supply 供水	(i) Material of water pipes 水管的用料	Copper pipes 銅喉管
	(ii) Whether water pipes are concealed or exposed 水管是隱藏或外露	Both hot and cold water pipes are partly concealed and partly exposed ¹ 冷熱水喉是部分隱藏及部分外露 ¹
	(iii) Whether hot water is available 有否熱水供應	Yes 有

Notes:

1. Other than those parts of the water pipes concealed within the concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipes ducts or other materials.

備註：

1. 除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋或隱藏。

Appliances Schedule - Air-Conditioner 設備說明表 - 冷氣機

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model Number 產品型號		6/F - 12/F, 15/F - 17/F, 19/F - 23/F and 25/F - 33/F 6 樓至 12 樓、15 樓至 17 樓、 19 樓至 23 樓及 25 樓至 33 樓	
			Indoor 室內	Outdoor 室外	A	B
(a) Living Room / Dining Room 客廳 / 飯廳	Wall Mounted Type Air- Conditioner with Wireless Remote Controller 壁掛式冷氣 機配無線遙 控器	CARRIER 開利	42KHG018DS	38KHG018DS	✓	✓
(b) Bedroom 1 睡房 1		CARRIER 開利	42KHG009DS	38KHG009DS	✓	Not Applicable 不適用
(c) Bedroom 2 睡房 2		CARRIER 開利	42KHG009DS	38KHG009DS	✓	✓
(d) Bedroom 3 睡房 3		CARRIER 開利	42KHG009DS	38KHG009DS	Not Applicable 不適用	✓
(e) Master Bedroom 1 主人睡房 1		CARRIER 開利	42KHG009DS	38KHG009DS	Not Applicable 不適用	✓

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.
賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

1. The symbol "✓" as shown in the above table denotes "Provided".

備註：

1. 上表 "✓" 代表「提供」。

Appliances Schedule – Kitchen and Bathroom 設備說明表 – 廚房及浴室

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model Number 產品型號	6/F - 12/F, 15/F - 17/F, 19/F - 23/F and 25/F - 33/F 6 樓至 12 樓、15 樓至 17 樓、 19 樓至 23 樓及 25 樓至 33 樓	
				A	B
(a) Kitchen 廚房	1-burner gas hob 單頭氣體煮食爐	SCHOLTES	MGN31 HK	✓	✓
	2-burner gas hob 雙頭氣體煮食爐	SCHOLTES	MGN321HK	✓	✓
	Cooker hood 抽油煙機	ELICA	EY60	✓	✓
	Built-in fridge 嵌入式雪櫃	PANASONIC 樂聲牌	NR-BT269PS	✓	✓
	Built-in microwave oven 嵌入式微波爐	SCHOLTES	SMW242 XA HK	✓	✓
	Washer dryer 洗衣乾衣機	SCHOLTES	SDLE 129 HK1	✓	✓
(b) Bathroom 浴室	Thermo ventilator 浴室寶	ZANUSSI 金章	ZBH16BR	✓	✓
	Gas water heater 煤氣熱水爐	TGC	TGW168D	✓	✓
(c) Bathroom inside Master Bedroom 1 主人睡房 1 內的浴室	Thermo ventilator 浴室寶	ZANUSSI 金章	ZBH16BR	Not Applicable 不適用	✓
	Gas water heater 煤氣熱水爐	TGC	TGW168D	Not Applicable 不適用	✓

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the development, lifts or appliances of comparable quality will be installed.
賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

1. The symbol " ✓ " as shown in the above table denotes "Provided".

備註：

1. 上表 " ✓ " 代表「提供」。

買方簽署 Signed by the Purchaser(s)

Appendix C 附件 C

(The Appendix C does not form part of the Tender Document. However, the Tenderer should note the below documents should be signed and submitted together with the Tender Document)

(附件 C 不屬於招標文件的一部份。然而，投標者須簽署以下文件並連同招標文件一併遞交。)

1. Warning to Purchasers 對買方的警告
2. Vendor's Information Form 賣方資料表格
3. Personal Information Collection Statement 個人資料收集聲明
4. Acknowledgement Letter Regarding Availability of Property for Viewing 關於參觀物業的確
認信
5. Letter regarding Stamp Duty Alleviation Benefit 關於減辣印花稅優惠

WARNING TO PURCHASERS**PLEASE READ CAREFULLY**

對買方的警告

買方請小心閱讀

Vendor 賣方	Pacific Business Limited 僑業有限公司
Name of the Development 發展項目名稱	THE UPTOWN 城軒
Address 地址	8 Maidstone Road, Kowloon 九龍美善同道8號
Property 本物業	Flat [] on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN
Purchaser(s) 買方	
I.D. / B.R. No. 身份證/商業登記證號碼	
Date 日期	

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Pacific Business Limited 僑業有限公司
Name of the Development 發展項目名稱	THE UPTOWN 城軒
Address 地址	8 Maidstone Road, Kowloon 九龍美善同道8號
Property 本物業	Flat A on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN
Purchaser(s) 買方	
I.D. / B.R. No. 身份證/商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 2,772.00 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	Information not yet available 暫時未有資料
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	AGW Facilities Management Limited 韋堅信設施管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關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 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 1 March 2024

印製日期: 01-03-2024

 Signed by the Purchaser 買方簽署

Vendor's Information Form
賣方資料表格

Vendor 賣方	Pacific Business Limited 僑業有限公司
Name of the Development 發展項目名稱	THE UPTOWN 城軒
Address 地址	8 Maidstone Road, Kowloon 九龍美善同道8號
Property 本物業	Flat B on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN
Purchaser(s) 買方	
I.D. / B.R. No. 身份證/商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 3,612.00 per month 港幣每月計
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	Information not yet available 暫時未有資料
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	AGW Facilities Management Limited 韋堅信設施管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關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 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 1 March 2024

印製日期: 01-03-2024

 Signed by the Purchaser 買方簽署

Personal Information Collection Statement
個人資料收集聲明

Vendor 賣方	Pacific Business Limited 僑業有限公司
Name of the Development 發展項目名稱	THE UPTOWN 城軒
Address 地址	8 Maidstone Road, Kowloon 九龍美善同道8號
Property 本物業	Flat [] on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN
Purchaser(s) 買方	
I.D. / B.R. No. 身份證/商業登記證號碼	
Date 日期	

Collection of your personal information

收集閣下的個人資料

From time to time, it is necessary for you to supply the Vendor and its related companies (the “Group”, “we”, “us” or “our”) with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

賣方及其有聯繫公司（「本集團」或「我們」）為提供服務及產品（包括處理閣下的物業交易），需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as “**Your Information**”.

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「**閣下資料**」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 (the “**Ordinance**”).

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料（私隱）條例》（第 486 章）（「**條例**」）的權利。

Purposes for which Your Information may be used

閣下資料可能被用作的用途

We may use Your Information for one or more of the following purposes from time to time:

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) handling your property transaction(s) (or proposed transaction(s)) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易（或擬作出之交易），包括準備文件和作出任何必要的安排以完成交易；
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益（不論屬財務性質或以贈品或其他形式提供）；
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) handling your applications or requests for services, products, memberships or benefits;

處理閣下就服務、產品、會籍或利益事宜的申請或要求；

- (v) **facilitating property management and security;**
促進物業管理及保安；
- (vi) **conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of the Group or joint venture company(ies) set up by member(s) of the Group and joint venture partners ("JV Companies");**
就我們或本集團之任何其他成員或由本集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；
- (vii) **marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);**
促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) **conducting statistical research and analysis (the outcome of which will not reveal your identity);**
進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；
- (ix) **communicating with you;**
與閣下溝通；
- (x) **investigating and handling complaints;**
調查及處理投訴；
- (xi) **preventing or detecting illegal or suspicious activities; and**
預防或偵測非法或可疑活動；及
- (xii) **making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.**
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Transfer of Your Information

轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred outside Hong Kong: 為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至香港境外：

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

Use of Your Information in direct marketing

在直接促銷中使用閣下資料

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

除非閣下同意或不反對，否則我們不可在直接促銷中使用閣下資料，及除非閣下書面同意或不反對，否則我們不可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend:

就直接促銷，我們有意：

- (a) to use you name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) to market the following classes of services and products to you:
向閣下促銷以下類別的服務及產品：
- (1) properties or property developments offered by the us or the related companies;
我們或聯繫公司提供的物業或物業發展項目；
 - (2) services and products offered by us, or the related companies (including real estate agency services, credit facilities and financial services);
我們或聯繫公司提供的服務及產品（包括地產代理服務、信貸融資及財務服務）；
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or the related companies; and
我們或聯繫公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) in return for money or other property, to provide Your Information described in (a) above to us and the related companies for their use in direct marketing the classes of services and products described in (b) above.
為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予我們或聯繫公司以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

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

Access to and correction of Your Information

查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 16/F., V. Heun Building, 138 Queen’s Road Central, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港皇后大道中 138 號威亨大廈 16 字樓。

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

根據條例中的條款，我們有權就處理及遵從閣下的查閱資料的要求收取合理費用。

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

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人

Appendix C 附件 C – Form 3 表格三

有權在下列方格內加上剔號（“✓”）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（“✓”），僑業有限公司及其聯繫公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視屬何情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- Please DO NOT send direct marketing information to me.
請不要向我發送直接促銷資訊。

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

Signed by the Purchaser 買方簽署

Acknowledgement Letter Regarding Availability of Property
for Viewing
關於參觀物業的確認信

Vendor 賣方	Pacific Business Limited 僑業有限公司
Name of the Development 發展項目名稱	THE UPTOWN 城軒
Address 地址	8 Maidstone Road, Kowloon 九龍美善同道8號
Property 本物業	Flat [] on 33 rd Floor (including the balcony, utility platform appertaining thereto and flat roof on roof floor) of THE UPTOWN
Purchaser(s) 買方	
I.D. / B.R. No. 身份證/商業登記證號碼	
Date 日期	

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property :

本人／我們即下述簽署人，在簽署本物業之臨時買賣合約之前謹此確認以下事項：

- (a) I / We hereby confirm that the Vendor has made the Property and/or a comparable of the Property available for viewing by me / us prior to my /our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們確認於簽署本物業之臨時買賣合約之前，賣方已開放本物業及/或與本物業相若的住宅物業供本人／我們參觀：

- and I / we have viewed the Property and/or the comparable of the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property. 且本人／我們已於下述日期於簽署本物業之臨時買賣合約之前參觀過本物業及/或與本物業相若的住宅物業。
Date of viewing of the Property or the comparable pf the Property 參觀本物業/或與本物業相若的住宅物業日期:_____

OR 或

- but after due consideration and out of my / our own free will and choice I / we decided not to view the Property and/or the comparable of the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property and I / we was / were and still am / are willing to proceed to enter into the Preliminary Agreement for Sale and Purchase of the Property without having viewed the Property and/or the comparable of the Property. 但經充份考慮後本人／我們自主選擇決定於簽署本物業之臨時買賣合約之前不參觀本物業及/或與本物業相若的住宅物業，並願意及至今仍願意在沒有參觀本物業或其相若住宅物業的情況下簽署本物業之臨時買賣合約。
- (b) The installation of fittings, finishes and appliances of the Property or the comparable of the Property may not be completed at the time of viewing by the Purchaser(s). Purchaser(s) is/are advised to refer to the sales brochure for any information of the Development.
買方於參觀本物業或其相若住宅物業時，本物業或其相若住宅物業內的裝置、裝修物料及設備之安裝可能尚未完成，賣方建議買方參閱售樓說明書以瞭解發展項目資料。
- (c) The Vendor have, or is deemed to have, complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed development.
賣方已符合(或被視為已符合)《一手住宅物業銷售條例》第2部第5部份有關參觀已落成發展項目中的物業的要求。
- (d) I/we am/are fully aware of and accept that after my/our signing of the Preliminary Agreement of the Property, the Property will continue to be made available for viewing by potential purchasers until completion of the sale and purchase of the Property.
本人／我們清楚明白及接受在本人／我們簽署本物業的臨時合約之後直至本物業的買賣完成之前，本物業將會繼續開放供有興趣買家參觀。

- (e) In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser 買方簽署

Letter regarding Stamp Duty Alleviation Benefit**關於減辣印花稅優惠**

Vendor 賣方	PACIFIC BUSINESS LIMITED 僑業有限公司	
Development 發展項目	THE UPTOWN, No. 8 Maidstone Road, Kowloon (“the Development”) [^] 九龍美善同道 8 號，城軒(「發展項目」)	
Property 本物業	Flat 單位	Floor 樓層
Purchaser(s) 買方		
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼		
Date 日期		

To 致: The Purchaser 買方

- The Vendor refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”).
賣方現就閣下根據一份臨時買賣合約(以下稱「**臨時合約**」)購買本物業一事致函閣下。
- The purpose of this letter is to confirm our offer of "Stamp Duty Alleviation Benefit" to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of your obligations in paragraph 3 below. The Vendor will pay the AVD payable by the Purchaser for the purchase of the Property on the Agreement for Sale and Purchase (as hereinafter defined) for the Purchaser (subject however to a cap of 3.75% of the purchase price). Where the AVD payable by the Purchaser for the purchase of the Property on the Agreement for Sale and Purchase is less than 3.75% of the purchase price, the Vendor will only be responsible for the payment of the actual AVD amount payable by the Purchaser. Whereas if the AVD payable by the Purchaser for the purchase of the Property is higher than 3.75% of the purchase price, the shortfall of the AVD shall be payable by the Purchaser absolutely.
本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第 3 段所列責任的條款)，向閣下提供「減辣印花稅優惠」。賣方會代買方繳付就購買本物業所須就買賣合約(定義見下文)繳付的從價印花稅(上限為樓價的 3.75%)。如買方就購買本物業所須就買賣合約繳付的從價印花稅少於樓價的 3.75%，賣方祇會代付買方實際需繳付的從價印花稅。如買方需繳付的從價印花稅高於樓價的 3.75%，則餘額需由買方自行負責。
- By signing this letter, you agree to the following:-**
簽署本信件即表示閣下同意以下各項：
 - You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor without amendments)(the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.
閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的正式買賣合約(按賣方規定的格式及不得作出修改)(以下稱「**買賣合約**」)。

Appendix C 附件 C – Form 5 表格五

- (b) You shall make payment of the further deposit, additional deposit(s), further part payment(s) and balance of purchase price within the time specified in the Agreement for Sale and Purchase and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.

閣下須於買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部分付款及樓價餘額，並履行及遵守臨時合約和買賣合約所有其他條款與細則。

- (c) Upon signing of the Agreement for Sale and Purchase,
在簽署買賣合約之時，

- (i) You shall deposit with the Vendor's solicitors a fund for the Vendor's solicitors to arrange for the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement to be stamped by the Collector of Stamp Revenue within the time limit prescribed by the Stamp Duty Ordinance. The amount of the fund is equal to the amount of the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (if applicable) the amount of BSD. The above arrangement is without prejudice to your obligation to pay stamp duty under the Agreement for Sale and Purchase.

閣下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及（如《印花稅條例》要求）臨時合約加蓋印花。該筆款項金額相等於加蓋買賣合約副本的定額費用及（如適用）買家印花稅的金額。以上安排是不減損閣下在買賣合約下支付印花稅的責任。

- (ii) You shall provide the following to the Vendor's solicitors:

閣下須向賣方代表律師提供以下文件：

- (A) (If you claim that lower rates (Scale 2) of AVD shall apply and/or BSD shall be exempted)

（如閣下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）

- a Statutory Declaration (in Form IRSD 131) made by you accompanied with a copy of your Hong Kong Identity Card(s)
閣下作出的「法定聲明」（表格 IRSD 131）及附上閣下的香港身分證副本
- Application for Charging Ad Valorem Stamp Duty at Lower Rates (Scale 2)/ Exemption of Special Stamp Duty / Buyer's Stamp Duty (Form IRSD118(E)) (signed by you or your solicitors)
申請以較低稅率（第 2 標準）繳納從價印花稅 / 豁免繳納額外印花稅 / 買家印花稅（表格 IRSD 118(E)）（由閣下或閣下代表律師簽署）
- Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated)
印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）
- (if applicable) Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated)
（如適用）申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）
- Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/ 2022)) (signed, witnessed but undated)
償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(10/2022)）（已簽署及見證但無註明日期）
- Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD) and
加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100% 從價印花稅）及
- such other document(s) as may be required by the Vendor or the Vendor's solicitors.
其他賣方或賣方代表律師要求的文件。

- (B) (If you claim that upfront stamp duty relief for eligible incoming talent is applicable)

（如閣下聲稱合資格外來人才的即時印花稅寬免措施適用）

- a Statutory Declaration (in Form IRSD 131E) made by you accompanied with a copy of your Hong Kong Identity Card(s)
閣下作出的「法定聲明」（表格 IRSD 131E）及附上閣下的香港身分證副本
- Application for Suspension of or Waiver of Liability to Stamp Duty by Eligible Incoming Talent (Form IRSD125E(E))
合資格外來人才暫免／免除繳付印花稅法律責任的申請書（表格 IRSD 125E(E)）
- Application for Refund of Stamp Duty (Form IRSD125(E)) (signed but undated)
印花稅退款申請書（表格 IRSD 125(E)）（已簽署但無註明日期）
- (if applicable) Application for Partial Refund of Ad Valorem Stamp Duty (Form IRSD125A(E)) (signed but undated)
（如適用）申請退還部分從價印花稅（表格 IRSD 125A(E)）（已簽署但無註明日期）
- Letter of Indemnity (for Payer of Stamp Duty) (Form L/1(1) (10/ 2022)) (signed, witnessed but undated)
償還稅款保證書（供支付印花稅者填報）（Form L/1(1)(10/2022)）（已簽署及見證但無註明日期）
- Stamping Request (Form IRSD112(E)) (signed by you or your solicitors, indicating that the Vendor pays 100% share of AVD)
加蓋印花申請（表格 IRSD 112(E)）（由閣下或閣下代表律師簽署及訂明賣方支付 100% 從價印花稅）
- such other document(s) as may be required by the Vendor or the Vendor's solicitors.
其他賣方或賣方代表律師要求的文件。

4. The "Stamp Duty Alleviation Benefit" will be applied by the Vendor directly for payment of the AVD chargeable on the Agreement for Sale and Purchase on your behalf. You shall remain primarily liable for payment of the AVD, and shall be responsible for payment of the fixed fee for stamping a counterpart of the Agreement for Sale and Purchase and (where required by the Stamp Duty Ordinance) the Preliminary Agreement and (if applicable) the amount of BSD.

賣方將應用「減辣印花稅優惠」直接代閣下繳付買賣合約的應繳的從價印花稅。閣下仍須負上繳付從價印花稅的主要責任，及須負責繳付加蓋買賣合約副本及（如印花稅條例要求）臨時合約的定額費用及（如適用）買家印花稅。

5. After the Vendor has paid or applied the "Stamp Duty Alleviation Benefit" as aforesaid, the Vendor's obligation to you under this benefit will be discharged. Even if there is a change in the purchase price in the future (whether due to your application to change the terms of payment which has been approved by the Vendor or other reason), the amount of the "Stamp Duty Alleviation Benefit" will not be adjusted as a result of the change in the purchase price and the Vendor is no longer required to pay any additional stamp duty for you.

Appendix C 附件 C – Form 5 表格五

賣方在如前述繳付或應用「減辣印花稅優惠」後，賣方對閣下關於此優惠的責任將完結。即使樓價日後有更改（不論是否因閣下日後申請更改支付辦法獲得賣方同意或其他原因），「減辣印花稅優惠」的金額不會因樓價更改而調整，賣方亦無須向閣下代繳任何進一步的印花稅。

6. If the Purchaser does not complete the purchase of the Property in accordance with the Agreement for Sale and Purchase, the full amount of the "Stamp Duty Alleviation Benefit" shall be refunded to the Vendor.
如閣下沒有按買賣合約完成購買本物業，「減辣印花稅優惠」的全額將須退還給賣方。
7. The Vendor hereby expressly reserve its rights to claim against you for any damages and to apply for refund of the paid AVD ("**Refund**") from Inland Revenue Department if you fail to complete the sale and purchase of the Property in accordance with the terms and conditions of the Agreement for Sale and Purchase. In the event that the paid AVD (or any part thereof) ceases to be payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall forthwith carry out all steps and actions as required by the Vendor to assist the Vendor to obtain the Refund from the competent authorities. You hereby agree that, whether or not the Agreement for Sale and Purchase has been cancelled or terminated, you shall, upon the request of the Vendor, sign any relevant forms and documents for the purpose of enabling the Vendor to claim the Refund, and/or authorizes the Vendor to apply for the Refund and for such purpose, date and use the aforesaid forms and documents, fill in such other forms and documents as may be required and submit them to the competent authorities at any time as the Vendor deems fit.
假如閣下沒有根據買賣合約的條款及條件完成本物業的交易，賣方保留向閣下追討索償及向稅務局申請退回已支付的從價印花稅（「**退款**」）之權利。若買賣合約因任何原因被取消或終止而不再需要支付已付之從價印花稅（或其任何部分），閣下須立即採取一切賣方要求之步驟及行動協助賣方從有關當局取回退款。閣下特此同意，不論當時買賣合約是否已經被取消或終止，閣下須因應賣方的要求簽署任何表格及文件，令賣方能夠申請退款及／或授權賣方申請退款，及為該目的該表格及文件及填上日期，填寫其他所需的表格及文件及將之遞交到有關當局。
8. If you are entitled to apply for partial refund of AVD ("**Partial Refund**") after disposing of the only existing residential property in Hong Kong owned by you ("**Existing Property**"),
如閣下在出售閣下在香港的唯一的現有住宅物業（「**現有物業**」）後，合資格申請退還部份從價印花稅（「**部份退款**」），
 - (a) You shall ensure that the disposal of the Existing Property is within the time limit prescribed by the Stamp Duty Ordinance and that you comply with other requirements stipulated by the Stamp Duty Ordinance.
閣下須確保出售現有物業是在《印花稅條例》訂明的時限之內，及閣下須遵守《印花稅條例》訂明的其他要求。
 - (b) You shall timely notify the Vendor's solicitors and provide such documents as may be required by the Inland Revenue Department or the Vendor's solicitors to enable the Vendor's solicitors to apply for Partial Refund at your own costs and expenses. The Partial Refund shall be made payable to the Vendor or the Vendor's solicitors.
閣下須及時通知賣方代表律師及提供稅務局或賣方代表律師所要求的文件，以讓賣方代表律師能夠申請部份退款，相關費用及開支由閣下負責。部份退款須支付予賣方或賣方代表律師。
 - (c) If the Partial Refund is received by the Vendor or the Vendor's solicitors before the date of settlement of balance of purchase price of the Property, subject to the settlement of the balance of purchase price of the Property by you, the net balance of the Partial Refund after deducting relevant costs and expenses will be released to you.
如賣方或賣方代表律師於付清本物業的樓價餘額前收到部份退款，賣方或賣方代表律師在合理可行的情況下，會將部份退款的淨餘款（在扣減相關費用及開支後）直接用於支付本物業的部份樓價餘額。在其他情況下，在閣下付清本物業的樓價餘款的情況下，部份退款的淨餘款（在扣減相關費用及開支後）將會發放予閣下。
 - (d) The Vendor and the Vendor's solicitors do not give and shall not be deemed to have given any representation, undertaking or warranty regarding the application for Partial Refund. Regardless of the outcome of the application, you agree that you will not make any claim against the Vendor and/or the Vendor's solicitors about any matters relating to the application.
賣方或賣方代表律師無給予及不應當作為已給予任何就申請部份退款的陳述、承諾或保證。無論申請結果成功與否，閣下同意不得就申請相關事宜向賣方及／或賣方代表律師提出任何申索。
9. The Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of stamp duty, whether or not due to any late payment of the "Stamp Duty Alleviation Benefit" (or any part thereof) for whatever reason.
於任何情況下，無論是否因延遲發放「減辣印花稅優惠」（或其任何部分）或因任何原因而未有如期繳付印花稅，賣方均無須就任何罰款或損失負責。
10. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property who signs a preliminary agreement for sale and purchase of a residential property in the Development on or before the date (if any) specified in the relevant Price List of the Development. In any event, you shall only be entitled to receive the "Stamp Duty Alleviation Benefit" once for each residential property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.
本信件的利益屬於閣下個人所有，並且僅向發展項目的相關價單中規定的日期（如有）或之前簽署購買發展項目的住宅物業的臨時買賣合約的買方提供。不管怎樣，閣下只可就每個住宅物業有權使用減辣印花稅優惠一次。本信件賦予閣下的權利或利益不得轉讓或轉移。
11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Agreement for Sale and Purchase shall not be affected by these terms and conditions. The terms and conditions herein constitute an agreement between the parties hereto independent of your purchase of the Property and the Agreement for Sale and Purchase and nothing herein contained or any failure by any party hereto to observe or perform any of its obligation hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Agreement for Sale and Purchase. The terms and conditions herein will not exonerate or exempt the Purchaser from being liable for his failure to complete the purchase. Any claim that you may have under or in relation to or in connection with the terms and conditions herein shall be a claim against the Vendor for damages only.

Appendix C 附件 C – Form 5 表格五

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。賣方所有買賣合約下之權利及補償均不受本信件的條件及條款影響。於本信件的條款及條件構成於此所載之各方之間訂立的協議，且獨立於閣下購買本物業及買賣合約，於本信件的任何內容或任何一方如未能遵守或履行其本信件之任何責任，則買賣合約的運作、有效性或可強制執行性或買賣合約之下各方的權利、義務或責任亦不會被任何方式損害、變更或影響。為免生疑，若賣方未能履行其於本信件之責任，閣下仍須遵守及履行買賣合約的所有條款及條件及按買賣合約的條款完成購買本物業。本信件的條款及條件不排除或豁免閣下在未能完成買賣時需負之責任。閣下所有按或就本信件的條款及條件提出的或與本信件的條款及條件有關連的申索，只限於為了取得損害賠償的申索。

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

“AVD” means the ad valorem stamp duty chargeable on the Preliminary Agreement and 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》對臨時合約和買賣合約徵收的從價印花稅。

“BSD” means the buyer’s stamp duty chargeable on the Preliminary Agreement and 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》對臨時合約和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)。

13. The parties do not intend any term of this letter to be enforceable by any third party 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.
各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」) 強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
14. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。
15. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本信件之中、英文文本有任何歧義，一切以英文文本為準。

For and on behalf of
PACIFIC BUSINESS LIMITED

Authorized Signature(s)

授權人士簽署

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out and I/we hereby declare and represent to you that (please fill in a “✓” at the appropriate box):-
經小心考慮本信件的内容後，本人/吾等同意接受本信件所列的所有條款與細則及受其約束，本人/吾等謹此向賣方聲明及陳述(請在適用之方格內填寫「✓」號)：

- (a) I am/we are [**subject to** / **not subject to**] the buyer's stamp duty (7.5%);
本人/吾等 [**須** / **毋須**] 繳付買家印花稅(7.5%)；
- (b) The higher rate (7.5%) of ad valorem stamp duty is [**applicable** / **not applicable**] to my/our purchase of the Property;
從價印花稅的較高稅率 (7.5%) [**適用** / **不適用**] 於本人/吾等購買的本物業；
- (c) I am/we are [**entitled** / **not entitled to**] apply for upfront stamp duty relief (applicable to eligible incoming talent(s)).
本人/吾等 [**有資格** / **沒有資格**] 申請即時印花稅寬免措施(適用於合資格外來人才)。
- (d) I/We confirm that I am/each of us is acquiring the Property
[**on my own behalf and not on behalf of any other person(s)** / **on behalf of other person**].
本人/吾等確認本人/吾等各人在購入本物業時是
[**代表自己行事及並不代表任何其他人士** / **代表他人行事**]。
(Note: This is one of the legal requirements for purchaser who intends to apply for exemption of buyer's stamp duty, claiming of ad valorem stamp duty (Scale 2 rates) or apply for upfront stamp duty relief to act on his/her own behalf in acquiring the Property.)
(注意：對打算申請豁免買家印花稅、申請從價印花稅(第二標準稅率)或申請即時印花稅寬免措施的買方，法律要求之一為他/她在購入本物業時是代表自己行事。)

I/We acknowledge and understand that the Vendor relies on my/our declarations and representations made above in offering the "Stamp Duty Alleviation Benefit" to me/us.

本人/吾等知悉及明白賣方倚賴本人/吾等上述作出的聲明及陳述向本人/吾等提供「減辣印花稅優惠」。

Signed by the Purchaser(s) 買方簽署

Note: Please use Block Letters. All fields in this notice must be completed. This letter must be signed by ALL of the Purchasers if there are more than one Purchaser(s).

If the Purchaser is a corporation, this letter must be signed by its authorized signatory(s) with company chop.

附註：請使用正楷。本信件的所有欄必須填寫。本信件須由所有買方簽署。如買方為公司，須由公司之授權人士簽署及蓋上公司印鑑。