

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

in respect of

**The following properties of
ALTAMIRA (尚環), No.18 Po Shan Road, Hong Kong:-**

- (1) Flat A on the 6th Floor**
 - (2) Car Parking Space No.7 on the 1st Floor**
-

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

Tenders are invited for the purchase of the following properties
at ALTAMIRA, No.18 Po Shan Road, Hong Kong:-

- (1) **Flat A on the 6th Floor**
 - (2) **Car Parking Space No.7 on the 1st Floor**
-

**Tender commences at 12:00 noon on 6 February 2024 and
closes at 2:00 p.m. on 6 February 2024
(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

Tenders must be submitted during hours between 12:00 noon and 2:00 p.m on 6 February 2024 to the Tender Box labelled "**Public Tender For Altamira**" placed at 23/F, Two Exchange Square, Central, Hong Kong in a plain envelope and clearly marked "**Tender for Altamira**".

Vendor

**Majestic Elite Property
Development Limited**
1009, 10th Floor,
Gloucester Tower,
Landmark,
15 Queen's Road Central,
Hong Kong

Vendor's Solicitors

Mayer Brown
18th Floor,
Prince's Building,
No.10 Chater Road, Central,
Hong Kong.

Contacts

Mr. Peter Ho,
Ms. Natalie Oh and
Ms. Louise Tso
Tel : 2843 2507
Fax : 2103 5062

Vendor's Agent

**Savills (Hong Kong)
Limited**
23/F, Two Exchange Square,
Central, Hong Kong.

Contact(s)

Mr. Thomas See
Tel : 2842 4216

TENDER NOTICE

1. Majestic Elite Property Development Limited (“**Vendor**”) invites tenders for the purchase of the properties described in the **Particulars of the Property** below (“**Property**”) on the terms and conditions contained in this Tender Notice.

PARTICULARS OF THE PROPERTY

- (1) **Flat A on the 6th Floor**
- (2) **Car Parking Space No.7 on the 1st Floor**

of ALTAMIRA (尚環), No.18 Po Shan Road, Hong Kong

2. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Chapter 621 of the Laws of Hong Kong) (“**Ordinance**”) is set out in the **Vendor’s Information Form** annexed hereto as **Appendix C**.
3. Tenderers may offer not to purchase any car parking space or motor cycle parking space (as applicable) as described in the Particulars of Property above. If a Tenderer offers to purchase any car parking space as described in the Particulars of Property above, the number of car parking spaces offered to be purchased by the Tenderer must not be more than the number of residential units offered to be purchased by him.
4.
 - (a) 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.
 - (b) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property or any part of it 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).
 - (c) The Vendor reserves the right to adjust the closing date and time of the tender by amending the information on sales arrangement relating to the Property. Any adjustment of the closing date and time of the tender will be posted at 23/F, Two Exchange Square, Central, Hong Kong. The Vendor is not obliged to separately notify the tenderers of such adjustment.
5. Tenderers should note the following:-
 - (a) The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in the purchase of the Property, or he may instruct the Vendor’s solicitors to act for him as well as for the Vendor. Please refer to the bilingual version of the “**Warning to Purchasers**” annexed hereto as **Appendix E**.
 - (b) The Vendor’s solicitors, Mayer Brown, do not act for the tenderers in the process of this tender and have not given them any advice in relation thereto.

6. A tender must be:-

- (a) made in the form of this Tender Notice;
- (b) accompanied with the following documents:-

- (i) Cashier's order

A cashier's order in a sum which constitutes 5% of the purchase price, such sum being the initial deposit for the tender, made payable to “**Mayer Brown**” and issued by a bank duly licensed under section 16 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong).

- (ii) Documents in Appendices, duly signed and completed by each tenderer

- (1) Form of Tender (“**Form of Tender**”) (in the form annexed hereto as **Appendix A**) (*dated*).
 - (2) Agreement for Sale and Purchase (“**Agreement**”) (in duplicate) (*Please complete Schedules 1, 3 and 4 but do not date the Agreement*) (in the form annexed hereto as **Appendix B**).
 - (3) Vendor’s Information Form (in the form annexed hereto as **Appendix C**) (*undated*).
 - (4) A Confirmation on Relationship with the Vendor (in the form annexed hereto as **Appendix D**) (*undated*).
 - (5) Warning to Purchasers (in the form annexed hereto as **Appendix E**) (*undated*).
 - (6) A Personal Information Collection Statement (in the form annexed hereto as **Appendix F**) (*dated*).
 - (7) Acknowledgement Letter regarding viewing of property (in the form annexed hereto as **Appendix G**) (*undated*).
 - (8) Acknowledgement Letter regarding Stamp Duty (in the form annexed hereto as **Appendix H**) (*undated*).

- (iii) Tenderer's identification document

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

If the tenderer is a company, copy of the business registration certificate, certificate of incorporation (including certificate of incorporation on change of name, if any) and copies of the latest register of directors and annual return of the tenderer.

(iv) Intermediary's licence (if applicable)

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

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender for Altamira**"; and
- (d) placed in the Tender Box labelled "**ALTAMIRA Tender Box**" placed at the office of the Vendor's Agent at 23/F, Two Exchange Square, Central, Hong Kong from the commencement date and time of the tender and at or before the closing date and time of the tender set out below:-

Commencement date and time of the tender:

12:00 noon on 6 February 2024.

Closing date and time of the tender:

2:00 p.m. on 6 February 2024.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 9:00 a.m. and 4:00 p.m. on the closing date of the tender, the closing date and time of the tender will be extended to 2:00 p.m. on the next working day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 9:00 a.m. and 4:00 p.m..

"working day" means a day that is not (a) a general holiday or a Saturday; or (b) a day in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

- 7. The Vendor reserves the right not to consider or accept any late tender.
- 8. All cashier's orders forwarded by the tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order submitted therewith will be treated as a deposit towards and applied in part payment of the purchase price tendered. All other cashier's orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period specified in paragraph 10(a) below, to the unsuccessful tenderers at the Hong Kong address stated in their tenders.
- 9.
 - (a) The person who signs the Form of Tender as tenderer and the Agreement shall be deemed to be acting as a principal. The Vendor does not accept any person to act as an agent, attorney, nominee, representative 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 Form of Tender.
 - (c) The Hong Kong correspondence address specified in the Form of Tender shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s).

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 period between the submission of tender and the date which is the fifth working day after the closing of tender (both dates inclusive) (“**Acceptance Period**”). 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 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 each tenderer HK\$10.00 upon receipt of a written demand from such tenderer prior to his submission of his tender.
11. If a tender is accepted, the successful tenderer shall be the purchaser of the Property (“**Purchaser**”) and:-
 - (a) the Purchaser will be notified of the acceptance of his tender by a letter personally delivered to him at or posted to the address stated in his Form of Tender on or before the end of the Acceptance Period. If the letter is to be delivered by post, it will be deemed to have been duly received on the second working day after the day of posting; and
 - (b) the letter 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).
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 the Tender Notice or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s Agent, Savills (Hong Kong) Limited of 23/F, Two Exchange Square, Central, Hong Kong (Attn : Mr. Thomas See at Telephone No. 2842 4216).
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 the Tender Notice 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 the Tender Notice or the Agreement.
14. The Vendor does not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“**CRTPO**”) and agrees that this Tender Notice and the Form of Tender shall be excluded from the application of the CRTPO.

15. A Chinese translation of the Tender Notice is attached. In the event of any discrepancy or dispute in the interpretation of the Tender Notice, the Vendor's intention as expressed in the English version shall prevail.

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TENDER SUBMISSION CHECKLIST
投標書遞交清單

<u>Item</u> <u>項目</u>	<u>Document</u> <u>文件</u>	<u>Remarks</u> <u>備註</u>
1)	Tender Notice with the following appendices duly completed and signed by tenderer(s) 招標公告，連同由投標者已完成及簽妥的以下附件：	
	(a) Form of Tender (Appendix A) 投標表格(附件 A)	Submit one signed original and dated 遞交一份已簽妥正本及填上日期
	(b) Agreement for Sale and Purchase (Appendix B) 買賣合約(附件 B)	Submit two signed originals but undated 遞交兩份已簽妥正本，但不要填上日期
	(c) Vendor's Information Form (Appendix C) 賣方資料表格(附件 C)	Submit one signed original but undated 遞交一份已簽妥正本，但不要填上日期
	(d) Confirmation on Relationship with the Vendor (Appendix D) 有關與賣方之關係的確認信(附件 D)	Submit one signed original but undated 遞交一份已簽妥正本，但不要填上日期
	(e) Warning to Purchasers (Appendix E) 對買方的警告(附件 E)	Submit one signed original but undated 遞交一份已簽妥正本，但不

		要填上日期
	(f) Personal Information Collection Statement (Appendix F) 收集個人資料聲明(附件 F)	Submit one signed original and dated 遞交一份已簽妥正本及填上日期
	(g) Acknowledgement Letter regarding viewing of property (Appendix G) 關於參觀物業的確認信(附件 G)	Submit one signed original but undated 遞交一份已簽妥正本，但不要填上日期
	(h) Acknowledgement Letter regarding Stamp Duty (Appendix H) 關於印花稅的確認書(附件 H)	Submit one signed original but undated 遞交一份已簽妥正本，但不要填上日期
	(i) List of Gifts, Financial Advantage or Benefits (Appendix I) 贈品、財務優惠或利益的列表(附件 I)	
2)	Cashier's Order (for 5% of purchase price tendered in the Form of Tender) payable to Mayer Brown 銀行本票(投標表格中的要約的買價的 5%)，抬頭為「孖士打律師行」	
3)	If tenderer is an individual: Copy of Hong Kong Identity Card(s) / passport(s) 如投標者為個人: 投標者的香港身份證副本／旅行護照副本 If tenderer is a company: Copy Business Registration Certificate(s) / certificate of incorporation (including certificate of change of name, if any) / latest register of directors and annual return 如投標者為公司: 投標者公司商業登記証／公司註冊證明書(包括公司更改名稱證書, 如有)／最近董事名冊及周年申報表	
4)	Copy of Estate Agent's Licence of the estate agent appointed by tenderer(s) 投標者委聘的物業代理的牌照副本	

FORM OF TENDER

Tender for the purchase of the properties in **ALTAMIRA (尚璟)**, No.18 Po Shan Road, Hong Kong as described below subject to the terms and conditions contained in the Tender Notice and the Agreement.

To: Majestic Elite Property Development Limited (“**Vendor**”)
1009, 10th Floor, Gloucester Tower, Landmark, 15 Queen’s Road Central , Hong Kong

1. I/We, _____
having read the Tender Notice and the Agreement hereby irrevocably offer to purchase the following property(ies) (which has/have been marked with a tick in the box against it/them):-

- ☐ **Flat A on the 6th Floor**
☐ **Car Parking Space No.7 on the 1st Floor**

of ALTAMIRA (尚璟), No.18 Po Shan Road, Hong Kong (“Property”) at a price of Hong Kong Dollars _____

(HK\$ _____) (“**Purchase Price**”) subject to the terms and conditions set forth in the Tender Notice and the Agreement (“**this Tender**”).

2. The Purchase Price shall be paid in the manner as follows :

Payment Plan (43 months Occupation Before Completion Payment Plan)

- | | | |
|-----|--|--|
| (a) | HK\$ _____
(being 5% of the Purchase Price) | as initial deposit paid upon signing of the Agreement, if this Tender is accepted by the Vendor; |
| (b) | HK\$ _____
(being 5% of the Purchase Price) | as further deposit within 14 days from the date of Vendor’s acceptance of this Tender; |
| (c) | HK\$ _____
(being 5% of the Purchase Price) | as further deposit within 390 days from the date of Vendor’s acceptance of this Tender; |
| (d) | HK\$ _____
(being 5% of the Purchase Price) | as further deposit within 750 days from the date of Vendor’s acceptance of this Tender; |
| (e) | HK\$ _____
(being 5% of the Purchase Price) | as further deposit within 1110 days from the date of Vendor’s acceptance of this Tender; and |

- (f) HK\$ _____ as balance of the Purchase Price payable
(being 75% of the Purchase on or before completion of the sale and
Price) purchase of the Property which shall take
place within 1290 days from the date of
the Vendor's acceptance of this Tender.
3. If this Tender is accepted, then a binding agreement (i.e. the Agreement) between me/us and the Vendor 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.
4. The following are enclosed with this Tender:-
- (a) Cashier's order
- A Cashier's Order (No. _____) (Bank : _____)
in the sum of Hong Kong Dollars
(HK\$ _____), made payable to **“Mayer Brown”** as a
deposit, which shall be applied in part payment of the Purchase Price for the
Property, if this Tender is accepted.
- (b) Documents in Appendices, duly signed and completed by me/us
- (1) This Form of Tender (*dated*);
 - (2) Agreement for Sale and Purchase (**“Agreement”**) (in duplicate) (*Please complete Schedules 1, 3 and 4 but do not date the Agreement*);
 - (3) Vendor's Information Form (in the form annexed hereto as **Appendix C**) (*undated*);
 - (4) A Confirmation on Relationship with the Vendor (in the form annexed hereto as **Appendix D**) (*undated*);
 - (5) Warning to Purchasers (in the form annexed hereto as **Appendix E**) (*undated*);
 - (6) A Personal Information Collection Statement (in the form annexed hereto as **Appendix F**) (*dated*);
 - (7) Acknowledgement Letter regarding viewing of property (in the form annexed hereto as **Appendix G**) (*undated*);
 - (8) Acknowledgement Letter regarding Stamp Duty (in the form annexed hereto as **Appendix H**) (*undated*);

5. I/We authorize the Vendor to complete the particulars (now in blank) in the Agreement and the documents submitted together with this Tender.
6. I/We do not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (“**CRTPO**”) and agree that this Tender Notice and the Form of Tender shall be excluded from the application of the CRTPO.

Dated the _____ day of _____.

Name of Tenderer(s)	:	
Signature of Tenderer(s)/ Name(s) and Signature(s) of Authorised Officer(s) of Tenderer(s)	:	<hr/>
Hong Kong Identity Card No(s)./ Passport No(s). /Business Registration No(s). (with copy(ies) of Hong Kong Identity Card(s) / Passport(s)/Business Registration Certificate(s)/Certificate(s) of Incorporation (including Certificate(s) of Change of Name, if any)/latest register of directors and annual return attached hereto)	:	<hr/>
Hong Kong Correspondence Address	:	<hr/>
Telephone No(s).	:	<hr/>
Facsimile No(s).	:	<hr/>
Name of Contact Person of Tenderer	:	<hr/>
Type of Ownership	:	<hr/> <div>*as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) <i>(* Delete where inapplicable and initial against deletion)</i></div> <hr/>
Estate Agent appointed by Tenderer(s) (if any)	:	<hr/>

Estate Agent's licence no.
(with copy of Estate Agent's
licence attached hereto) :

Contact Details of Estate Agent
appointed by Tenderer(s) :

Signature of Witness :

Name of Witness :

Occupation of Witness :

Address of Witness :

Dated

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AGREEMENT
FOR SALE AND PURCHASE

MAYER | BROWN
好士打

HONG KONG

NJYO/PHCH/15489820

THIS AGREEMENT is made the day of
Two thousand and

BETWEEN the Vendor and the Purchaser whose particulars are set out in
Schedule 1.

Recitals WHEREAS :-

(1) The construction of the Development has been completed and the
Occupation Permit in respect of the Building was issued by the Building
Authority on 20 January 2016.

(2) The land and the Development are notionally divided into such
undivided parts or shares as hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation 1. (1) In this Agreement -

- (a) "business day" means a day –
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong
Special Administrative Region;
- (b) "Deed of Mutual Covenant" means the document registered
in the Land Registry which defines the rights, interests and
obligations of all or any of the co-owners of the land and the
Development among themselves and incorporates a
Management Agreement (if any);
- (c) "Development" means the whole of the development
comprising, inter alia, residential units, parking spaces and
recreational and communal areas that has been constructed
on the land known as "Altamira (尚璟)";
- (d) "Government Grant" means the Government Grant document
specified in Schedule 2;
- (e) "land" means all that piece or parcel of land registered in the
Land Registry as Inland Lot No.5487;
- (f) "Occupation Permit" means the written permission issued by
the Building Authority under the provisions of the Buildings
Ordinance for the Development to be occupied and includes
a Temporary Occupation Permit;

- (g) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- (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 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.
- (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.
- (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.
- (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:-
- (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.
- (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.
- (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.

Duty of Solicitors	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.
Completion	5. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before _____.
Possession	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.
Rents, profits, outgoings, etc.	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 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. (1) 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. (2) 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. (3) 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. (4) 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

11. 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.

12. (1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-
- (a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
 - (b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;
 - (c) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser;

in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).

- (2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by

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

Cancellation
of Agreement

- (3) In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of 5% of the total purchase price of the Property as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement.

Good title

13. (1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.
- (2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

Documents of
title

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

and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.

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

Costs and
disbursements
of Agreement

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

- (a) all disbursements and expenses including all search fees, registration fees, filing fees, copying and certification charges and all other disbursements shall always be borne and paid by the Purchaser;
- (b) if the Purchaser shall be a company, all legal costs and disbursements arising therefrom including without limitation costs and disbursements in connection with preparation of board resolutions and members' resolutions and fees and disbursements for obtaining foreign legal opinion(s) (if required) shall be borne and paid by the Purchaser;
- (c) 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, and
- (d) 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.

- (2) All registration fees payable on the preliminary agreement or this Agreement (if any) and the Assignment shall be borne and paid by the Purchaser.

Stamp duty,
etc.

- (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 the preliminary agreement, 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) 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.
 - (c) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 1 month from the date of the preliminary 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 the ad valorem stamp duty in respect of this Agreement.
- (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 agrees to 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 by 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 shall be forfeited to the Vendor but without prejudice to the Vendor's any other rights and remedies against the Purchaser including, without limitation, seeking damages and/or specific performance in lieu of or in addition to such damages against the Purchaser. The Vendor shall also be entitled to hold and retain all monies (if any) in excess of the forfeited deposit (the "**Excess**") paid by the Purchaser to the Vendor which are not in law forfeitable or which have for any reason not been effectively forfeited until all loss and damages incurred or suffered by the Vendor arising from such failure or breach by the Purchaser shall have been quantified and assessed and upon such quantification and assessment, the Vendor shall retain out of

the Excess such amount as will indemnify or compensate the Vendor against such loss and damages; 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) 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.
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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. 17071202470015 (as rectified by a Deed of Rectification registered in the Land Registry by Memorial No. 17110802400292).
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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.
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- 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, special fund 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, special funds and advance payments mentioned in clauses 21(2)(a) and (b) above 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) upon completion of the sale and purchase of the Property, whether or not such deposit, special fund or advance payment is transferable or refundable under the Deed of Mutual Covenant or not.

- 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 –
- (1) is deemed to have been validly given to a party if –
- (a) the notice is addressed to the party; and
- (b) the notice is sent by ordinary prepaid post to –

- (i) the party's address stated in this Agreement; or
 - (ii) 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
 - (2) 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/135 square feet (if any) for each Car Parking Space set out in Part A of Schedule 3.
- (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.

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| 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. |
| Certain clauses to survive completion | 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.. |
| Vendor's right to sign and register instrument upon rescission | 32. Without prejudice to anything contained hereinbefore, on either the Vendor or the Purchaser 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 or the Purchaser 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. |

Covenants in Assignment 33. There shall be incorporated in the subsequent Assignment the following covenants :-

"(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 indemnified the Vendor 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 ("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 the Deed of Mutual Covenant (as rectified by a Deed of Rectification registered in the Land Registry by Memorial No. 17110802400292) 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."

This Agreement constitutes full agreement

34. This Agreement sets out the full agreement between the parties hereto and supersedes any other commitments, agreements, warranties or understandings, written or verbal, that the parties hereto may have had with respect to the subject matter of this Agreement. Without prejudice to the generality of the foregoing, no warranties or representations express or implied of any kind other than those set out above (if any) are or have been made or given by the Vendor or by anybody on his behalf and if any such warranties or representations express or implied have been made, the same

are withdrawn or deemed to have been withdrawn immediately before the execution of this Agreement.

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| Marginal Notes | 35. 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 | 36. 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 | <p>37. (1) Subject to the provisions of sub-clauses (2) and (3) 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.</p> <p>(2) Sub-clause (1) 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).</p> <p>(3) If any term of this Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (2) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(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 (3)(i) above.</p> |

SCHEDULE 1

Parties

(a) Vendor: **MAJESTIC ELITE PROPERTY DEVELOPMENT LIMITED 崇傑地產發展有限公司**, a company incorporated in the British Virgin Islands and having a principal place of business in Hong Kong at 1009, 10th Floor, Gloucester Tower, Landmark, 15 Queen's Road Central, Hong Kong (Business Registration No.59479905).

(b) Purchaser: _____
of/whose registered office is at

(Hong Kong Identity Card(s) No(s). _____)
/

(Passport No(s). _____) /

(Business Registration No. _____)

(as Joint Tenants/Tenants in common in equal shares) and which for the purposes of this Agreement shall include the Purchaser's executors and administrators, successors and assigns.

SCHEDULE 2

A new Government Lease is deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40) for a further term of 75 years commencing from the 6th day of March 2014 immediately after the expiration of the original term of 75 years created by the original Government Lease, particulars of which are as follows :-

- (a) Date : the 31st day of December 1949
- (b) Parties : King George the Sixth of the one part and Chan Leung Sze Hoo of the other part
- (c) Term : 75 years commencing from the 6th day of March 1939 with a right of renewal for a further term of 75 years
- (d) Lot Number : Inland Lot No.5487

SCHEDULE 3

Part A
Property

- (a) ALL THOSE 202 equal undivided 8,300th parts or shares of and in the land which for the purposes of identification is shown on the site plan attached hereto and thereon coloured Pink and of and in the Development TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **Flat A on the 6th Floor** of the Development (as shown and designated "**Flat A**" on the 6th Floor Plan hereto attached and thereon coloured Pink).

- (b) ALL THOSE 8 equal undivided 8,300th parts or shares of and in the land which for the purposes of identification is shown on the site plan attached hereto and thereon coloured Pink and of and in the Development TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **Car Parking Space No. 7 on the 1stFloor** of the Development (as shown and designated "7" on the 1stFloor Plan 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 188.45 square metres/2,028 square feet.
- (b) other measurements are –
 - the area of the air-conditioning plant room is 6.39 square metres/69 square feet.
 - the area of the flat roof is 57.66 square metres/621 square feet.
 - the area of the terrace is 11.68 square metres/126 square feet.
 - the area of the car parking space is 12.5 square metres/135 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\$_____ (i.e. 5% of the purchase price) being the initial deposit has been paid on or prior to the signing of this Agreement;
- (ii) a further amount of HK\$ _____(i.e. 5% of the purchase price) being the further deposit to be paid on or before _____;
- (iii) a further amount of HK\$ _____(i.e. 5% of the purchase price) being the further deposit to be paid on or before _____;
- (iv) a further amount of HK\$ _____(i.e. 5% of the purchase price) being the further deposit to be paid on or before _____;
- (v) a further amount of HK\$ _____(i.e. 5% of the purchase price) being the further deposit to be paid on or before _____; and
- (vi) the amount of HK\$_____ (i.e. 75% of the purchase price) being balance of the purchase price to be paid on or before _____.

*** Must be completed by the tenderer*

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 comprises 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 preceded by a preliminary agreement for sale and purchase on the same terms made between the Vendor and the Purchaser on: Not Applicable.
- (h) The agreed date for the Conveyance on Sale or Assignment of the Property is set out in clause 5(1).
- (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 stated under 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

	Item	Description
(a)	External wall	Finished with ceramic tiles in general, partly with natural stone, metal cladding, aluminium grilles, louvres and partly with curtain wall
(b)	Window	Aluminium window frames fitted with clear glass
(c)	Bay window	Not Applicable
(d)	Planter	Not Applicable
(e)	Verandah or Balcony	Balconies are covered and fitted with glass balustrade with metal capping; walls are finished with aluminium cladding; ceilings are finished with emulsion paint on glass fiber reinforced gypsum plaster fitted with aluminium edge; floors are finished with timber decking on top of natural stone finishes; no verandah
(f)	Drying Facilities for Clothing	Not Applicable

2. Interior Finishes

	Item	Description
(a)	Lobby	Walls are finished with mirror, wall-covering, timber, metal, paint and faux leather. Floor is finished with natural stone. Gypsum board false ceiling with paint is provided.
(b)	Internal Wall and Ceiling	(10/F Flat A, 18/F Flat B and 21/F Flat B excluded) Walls and ceiling of living room, dining room and bedrooms are finished with emulsion paint. Part of ceiling of living room, dining room and bedrooms is gypsum board false ceiling finished with emulsion paint. (Applicable to 10/F Flat A only) Walls of living room, dining room and bedrooms are finished with timber veneer, glass, mirror, stainless steel, lacquered panel, synthetic leather, wall paper and fabric panel and runs up to false ceiling level. Part of the ceiling of living room, dining room and bedrooms is gypsum board and timber false ceiling finished with emulsion paint and artistic paint. (Applicable to 18/F Flat B only) Walls of living room and dining room are finished with timber veneer, wallpaper, mirror and metal and runs up to false ceiling level. Walls of master bedroom 1 are finished with timber veneer, wallpaper, metal, stone and fabric and runs up to false ceiling level. Walls of bedroom 2 are finished with timber veneer, wallpaper and fabric and runs up to false ceiling level.

		Walls of bedroom 3 are finished with timber veneer, wallpaper, metal and fabric and runs up to false ceiling level. Part of the ceiling of living room, dining room and bedrooms is gypsum board and timber false ceiling finished with emulsion paint. (Applicable to 21/F Flat B only) Walls of living room, dining room and bedrooms are finished with timber veneer, glass, mirror, stainless steel, lacquered panel, synthetic leather, gold leaf wallpaper, fabric panel and runs up to false ceiling level. Part of the ceiling of living room, dining room and bedrooms is gypsum board and timber false ceiling finished with emulsion paint.
(c)	Internal Floor	(10/F Flat A, 18/F Flat B and 21/F Flat B excluded) Living room, dining room and bedrooms are finished with timber flooring and timber skirting with natural stone border adjoining sliding door to balcony. (Applicable to 10/F Flat A, 18/F Flat B and 21/F Flat B only) Living room and dining room floor are finished with natural stone and stainless steel skirting. Bedrooms floor is finished with timber flooring and stainless steel skirting.
(d)	Bathroom	(16/F Flat B, 17/F Flat B and 18/F Flat B excluded) Floor is finished with natural stone to exposed surface. Walls are finished with natural stone to exposed surface and run up to false ceiling level. Gypsum board false ceiling is finished with emulsion paint. (Applicable to 16/F Flat B, 17/F Flat B and 18/F Flat B only) Floor is finished with natural stone to exposed surface. Walls of master bathroom are finished with natural stone, timber veneer and metal to exposed surface and run up to false ceiling level. Walls of bathroom 1 are finished with natural stone and timber veneer to exposed surface and run up to false ceiling level. Walls of bathroom 2 are finished with natural stone and mirror to exposed surface and run up to false ceiling level. Gypsum board false ceiling is finished with emulsion paint.
(e)	Kitchen	(21/F Flat B excluded) Floor is finished with natural stone to exposed surface. Walls are finished with natural stone and glass panel to exposed surface and run up to false ceiling level. Gypsum board false ceiling is finished with emulsion paint. Cooking bench is finished with artificial stone. (Applicable to 21/F Flat B only) Floor is finished with natural stone to exposed surface. Walls are finished with natural stone to exposed surface and run up to false ceiling level. Gypsum board false ceiling is finished with emulsion paint. Cooking bench is finished with artificial stone.

3. Interior Fittings

	Item	Description
(a)	Doors	Entrance doors: fire-rated solid core timber door finished with faux leather and timber door frame, fitted with electrical lockset, door closer and eye viewer.
		(Master Bedroom 1 of 18/F Flat B and all bedrooms of 21/F Flat B excluded) Bedroom door: solid core timber door finished with timber veneer, metal finish and timber door frame, fitted with lever handle, lockset and door stopper.
		(Applicable to Master Bedroom 1 of 18/F Flat B and all bedrooms of 21/F Flat B only) Bedroom door: solid core timber door finished with timber veneer and timber door frame, fitted with lever handle, lockset and door stopper.
		(Bathroom 1 of 16/F Flat B and 17/F Flat B, all bathrooms of 18/F Flat B and 21/F Flat B excluded) Bathroom door: solid core timber door finished with timber veneer, plastic laminated, metal finish and timber door frame, fitted with lever handle, lockset and door stopper.
		(Applicable to Bathroom 1 of 21/F Flat B only) Bathroom door: laminated glass door with steel frame, fitted with lockset, handle and door stopper.
		(Applicable to Bathroom 2 of 21/F Flat B only) Bathroom door: solid core timber door finished with timber veneer, and timber door frame, fitted with lever handle, lockset and door stopper.
		(Applicable to Master Bathroom of 21/F Flat B only) Bathroom door: double swing laminated glass door with steel frame, fitted with lockset, handle and door stopper.
		(Applicable to Bathroom 1 of 16/F Flat B and 17/F Flat B only) Bathroom door: solid core timber door finished with timber veneer, plastic laminated, metal finish and timber door frame, fitted with lever handle and lockset.
		(Applicable to Bathroom 1 of 18/F Flat B only) Bathroom door: solid core timber door finished with timber veneer, metal and timber door frame, fitted with lever handle and lockset.
		(Applicable to Bathroom 2 and Master bathroom of 18/F Flat B only) Bathroom door: solid core timber door finished with timber veneer and timber door frame, fitted with lever handle, lockset and door stopper.

	(10/F Flat A, 16/F Flat B, 17/F Flat B, 18/F Flat B and 21/F Flat B excluded) Kitchen door: fire-rated solid core timber door finished with timber veneer, plastic laminated, metal finish and timber door frame, fitted with fire-rated glass, door stopper, door closer and handle.
	(Applicable to 17/F Flat B only) Kitchen door: fire-rated solid core timber door finished with timber veneer, metal and timber door frame, fitted with glass vision panel, door closer and handle.
	(Applicable to 10/F Flat A only) Kitchen door: fire-rated solid core timber door finished with timber veneer, wallpaper and timber door frame, fitted with door stopper, door closer and handle.
	(Applicable to 21/F Flat B only) Kitchen door: fire-rated solid core timber door finished with timber veneer and timber door frame, fitted with door stopper, door closer and handle.
	(Applicable to 16/F Flat B and 18/F Flat B only) Kitchen door: fire-rated solid core timber door finished with timber veneer, metal and timber door frame, fitted with glass vision panel, door stopper, door closer and handle.
	(16/F Flat B, 17/F Flat B and 18/F Flat B excluded) Store door: solid core timber sliding door finished with plastic laminated and door frame, fitted with lockset, door stopper and door closer.
	(Applicable to 16/F Flat B, 17/F Flat B and 18/F Flat B only) Store door: solid core timber sliding door finished with plastic laminated and timber door frame, fitted with lockset and door stopper.
	(18/F Flat B excluded) Kitchen door (to Lobby): timber door finished with plastic laminate, paint and timber door frame, fitted with handle, lockset and door closer.
	(Applicable to 18/F Flat B only) Kitchen door (to Lobby): timber door finished with timber veneer, paint and timber door frame, fitted with handle, lockset and door closer.
	Lavatory door: aluminium door finished with powder coating and aluminium door frame, fitted with translucent glass, aluminium louver and lockset.
	Balcony door: aluminium framed glass door finished with powder coating, fitted with handle and lockset.
	Utility Platform door: aluminium framed glass door finished with powder coating, fitted with handle and lockset.
	Study door: timber door finished with timber veneer, metal finish and timber door frame, fitted with lever handle, lockset and door stopper.

(b)	Bathroom	Concealed copper water pipes for cold water supply and concealed copper water pipes with thermal insulation for hot water supply are provided. For the appliances provision and brand names, please refer to the "Appliances Schedule".
		(16/F Flat B, 17/F Flat B, 18/F Flat B and 21/F Flat B excluded) Bathroom 1 & 2: wooden mirror cabinet and basin cabinet fitted with natural stone countertop. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin with chrome plated basin mixer, and vitreous china bathtub of 1600mm (L) x 700mm (W) x 560mm (D) with chrome plated bath mixer. Other accessories include chrome plated towel bar and chrome plated toilet paper holder.
		(Applicable to 16/F Flat B, 17/F Flat B and 18/F Flat B only) Bathroom 1 & 2: wooden mirror cabinet finished with plastic laminate, glass and metal. Wooden basin cabinet fitted with natural stone counter top, for bathroom 1 finished with metal, natural stone and plastic laminate, for bathroom 2 finished with metal, natural stone, plastic laminate and mirror. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin with chrome plated basin mixer, and vitreous china bathtub of 1600mm (L) x 700mm (W) x 560mm (D) with chrome plated bath mixer. Other accessories include chrome plated towel bar, chrome plated robe hook and chrome plated toilet paper holder.
		(16/F Flat B, 17/F Flat B, 18/F Flat B and 21/F Flat B excluded) Master bathroom: wooden mirror cabinet and basin cabinet fitted with natural stone countertop and basin. Sanitary wares and fittings include vitreous china water closet, chrome plated basin mixer, vitreous china bathtub of 1750mm (L) x 800mm (W) x 580mm (D) with chrome plated bath mixer, shower cubicle fitted with aluminum chrome plated shower mixer set. Other accessories include chrome plated towel bar, chrome plated toilet paper holder and electronic towel warmer.
		(Applicable to 16/F Flat B, 17/F Flat B and 18/F Flat B only) Master bathroom: wooden mirror cabinet finished with plastic laminate, glass and metal. Wooden basin cabinet fitted with natural stone countertop finished with metal, natural stone and plastic laminate. Sanitary wares and fittings include vitreous china water closet with metal framed glass cubicle, chrome plated basin mixer, vitreous china bathtub of 1750mm (L) x 800mm (W) x 580mm (D) with chrome plated bath mixer, metal framed glass shower cubicle fitted with chrome plated shower mixer set. Other accessories include chrome plated towel bar, chrome plated toilet paper holder, chrome plated robe hook and electronic towel warmer.
		(Applicable to 21/F Flat B only) Bathroom 1: wooden mirror cabinet and basin cabinet fitted with natural stone countertop. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin with chrome plated basin mixer, shower cubicle fitted with aluminum chrome plated shower mixer set. Other accessories include chrome plated towel bar and chrome plated toilet paper holder.
		(Applicable to 21/F Flat B only) Bathroom 2: wooden mirror cabinet and basin cabinet fitted with natural stone countertop. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin with chrome plated basin mixer, and vitreous china bathtub of 1600mm (L) x 700mm (W) x 560mm (D) with chrome plated bath mixer. Other accessories include chrome plated towel bar and chrome plated toilet paper holder.
		(Applicable to 21/F Flat B only) Master bathroom: wooden mirror cabinet and basin cabinet fitted with natural stone countertop. Sanitary wares and fittings include vitreous china water closet, vitreous china wash basin with matt black basin mixer, and vitreous china bathtub of 1750mm (L) x 800mm (W) x 580mm (D) with matt black bath mixer, shower cubicle fitted with matt black shower mixer set. Other accessories include matt black towel bar, matt black toilet paper holder and electronic towel warmer.
(c)	Kitchen	Kitchen : fitted with wooden kitchen cabinet finished with plastic laminate and paint with artificial stone countertop, stainless steel sink with chrome plated sink mixer. Concealed copper water pipes for cold water supply and concealed copper water pipes with thermal insulation for hot water supply are provided. For the appliances provision and brand names, please refer to the "Appliances Schedule".
(d)	Bedroom	(Applicable to 10/F Flat A and 21/F Flat B only) Built-in timber wardrobe. (Applicable to 18/F Flat B only) Master bedroom 1: built-in timber wardrobe finished with timber veneer, metal, glass and paint. Bedroom 2: not applicable Bedroom 3: wooden shelf finished with timber veneer, fabric and metal. Not applicable to all other units.
(e)	Telephone	Telephone outlet is provided in living room, bedrooms and study. Please refer to "Schedule of Mechanical & Electrical Provisions for Residential Flats" below for the location and number of connection points.

(f)	Aerials	TV, FM outlets are provided in living room, bedrooms and study. Please refer to "Schedule of Mechanical & Electrical Provisions for Residential Flats" below for the location and number of connection points.
(g)	Electrical Installations	<p>All cables partly run in concealed and exposed conduit*. Three phase electricity supply with miniature circuit breakers distribution board and residual-current device are provided.</p> <p>Please refer to "Schedule of Mechanical & Electrical Provisions for Residential Flats" for the location and number of power points and air conditioner points.</p> <p>*Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, pipe ducts or other materials.</p>
(h)	Gas Supply	<p>Type : Town gas supply</p> <p>Town gas supply pipes are provided and connected to built-in gas hob and gas water heater in kitchen and bathrooms.</p>
(i)	Washing Machine Connection Point	Washing machine connection point is located in the store. Water inlet 15mm in diameter and water outlet 40mm in diameter are provided.
(j)	Water Supply	<p>Copper pipes with thermal insulation are used for cold and hot water supply. uPVC pipes are used for flushing water supply system. Water pipes are partly concealed and partly exposed.</p> <p>Hot water supply is available.</p> <p>**Note: Other than those parts of the pipes concealed within concrete, the rest of them are exposed. The exposed pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, pipe ducts or other materials.</p>

4. Miscellaneous

Item	Description
(a)	<p>Lifts</p> <p>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.</p> <p>1 "Mitsubishi" passenger lift (Model No.: Elenessa) Lift No. 1 to serve at G/F to 3/F, 5/F.</p> <p>3 "Mitsubishi" passenger lifts (Model No.: NexWay-S) Lift No. 2 to serve at 1/F to 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F. Lift No. 3 to serve at 5/F-12/F, 15/F-23/F, 25/F-27/F. Lift No. 4 to serve at 1/F to 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F.</p> <p>2 "Anlev" vehicle lifts (Model No.: AT Standard 2000) Lift No. 5 and Lift No. 6 to serve at G/F to 3/F.</p>

(b)	Letter Box	Not applicable. Door-to-door delivery service will be provided by the property management.
(c)	Refuse Collection	Refuse storage and material recovery room are provided on each residential floor. Refuse will be collected by cleaner and handled at refuse storage and material recovery room at 3/F.
(d)	Water Meter, Electricity Meter and Gas Meter	<p>Separate water meter for each residential flat is provided at the common Water Meter Cabinet on 7/F, 9/F, 12/F, 17/F, 20/F, 22/F and 26/F.</p> <p>Separate electricity meter for each residential flat is provided at the common electricity meter room or electricity meter cabinet on respective residential floor.</p> <p>Location for the installation of separate gas meter reserved at kitchen of each residential flat.</p>

5. Security Facilities

Item	Description
Security Facilities	<p>CCTV cameras are provided along boundary fence wall, inside G/F entrance lobby, inside 1/F-3/F lift lobby, all lift car cages, inside 5/F resident's recreational facilities, carpark, and connect to the 1/F caretaker's quarters.</p> <p>Video door phone handset is provided in each residential flat. Visitor intercom panels are provided at 1/F caretaker's quarter. Smart card access control system is provided.</p>

6. Appliances

Item	Description
Appliances	<p>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.</p> <p>Please refer to the "Appliances Schedule" for brand names and model numbers of appliances provided.</p>

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

Appliances Schedule

設備說明表

Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	6/F-26/F (13/F, 14/F, 24/F omitted) 6 樓至 26 樓 (不設 13 樓、14 樓及 24 樓)		27/F 27 樓	
				A	B	A	B
Living Room & Dining Room 客廳及飯廳	Videophone 視像對講機	Schneider Electric	Xightor Pro	1	1	1	1
	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	FXDQ32PBVE	1	1	-	-
		Daikin	FXDQ40PBVE	-	-	1	1
		Daikin	FXDQ63PBVE	1	1	1	1
Master Bedroom 1 主人睡房 1	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	FXDQ32PBVE	-	1	-	-
		Daikin	FXDQ40PBVE	1	1	-	2
		Daikin	FXDQ50PBVE	1	-	2	-
Bedroom 2 睡房 2	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	FXDQ25PBVE	1	-	1	-
		Daikin	FXDQ32PBVE	-	1	-	1
Bedroom 3 睡房 3	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	FXDQ25PBVE	1	-	1	-
		Daikin	FXDQ32PBVE	-	1	-	1
Study 書房	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	FXDQ32PBVE	1	1	1	1
Air Conditioner Platform (Outside Kitchen) 冷氣機平台 (廚房外)	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	RXYMQ4PVE	1	1	-	-
		Daikin	RXYMQ5PVE	-	-	1	1
		Daikin	3MXS68E	1	1	1	1
Air Conditioner Platform (Outside Master Bedroom) 冷氣機平台 (主人睡房外)	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機 (室內機)	Daikin	RXYMQ5PVE	1	1	1	1

Appliances Schedule

設備說明表

				6/F-27/F (13/F, 14/F, 24/F omitted) 6 樓至 27 樓 (不設 13 樓、14 樓及 24 樓)	
Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	A	B
Kitchen 廚房	Cooker Hood 抽油煙機	Miele	DA422-6	1	1
	Exhaust Fan 抽氣扇	IMASU	MSF 15	1	1
	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	Daikin	FTXS50F	1	1
	Gas Cooking Hob 煤氣煮食爐	Miele	CS 1018	1	1
		Miele	CS 1013-1	1	1
	Induction Hob 電磁爐	Miele	CS 1212-1I	1	1
	Dishwasher 洗碗碟機	Miele	G 6470 SCVI	1	1
	Wine Cellar 酒櫃	Miele	KWT 6321 UG	1	1
	Oven 焗爐	Miele	H 6890 BP	1	1
	Steam Oven 電蒸爐	Miele	DG 6800	1	1
	Gas Water Heater 煤氣熱水爐	TGC	TGW128D	1	1
		TGC	TNJV221FQL	1	1
	Refrigerator 雪櫃	Sub-Zero	ICBBI-48S	1	1
Store (inside Kitchen) 儲物房 (廚房內)	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	Daikin	FTXS25E	1	1
	Exhaust Fan 抽氣扇	IMASU	MBF125	1	1
	Washer 洗衣機	Miele	WKH 120 WPS	1	1
	Dryer 乾衣機	Miele	TKG 640 WP	1	1
Bathroom 1 浴室 1	Exhaust Fan 抽氣扇	IMASU	MBF125	1	1
Bathroom 2 浴室 2	Exhaust Fan 抽氣扇	IMASU	MBF125	1	1

Appliances Schedule

設備說明表

				6/F-27/F (13/F, 14/F, 24/F omitted and flat B of 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓及不包括 21 樓 B 單位)		21/F 21 樓
Location 位置	Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	A	B	B
Master Bathroom 主人房浴室	Gas Water Heater 煤氣熱水爐	TGC	RJW200SFLM	1	1	1
	Electrical Water Heater 電熱水爐	German Pool	DSX	-	-	1
	Exhaust Fan 抽氣扇	IMASU	MBF125	1	1	1
	Electronic Towel Warmer 電暖毛巾架	ZEHNDER	TEC-070-050/DD	1	1	1

Schedule of Mechanical & Electrical Provisions for Residential Flats

住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Living Room & Dining Room 客廳及飯廳	TV/ FM Outlet 電視 / 電台天線插座	2	1	1	2	2
	Telephone Outlet 電話插座	1	-	-	1	1
	Telephone & Data Outlet 電話及訊號插座	1	1	1	1	1
	Video Door Phone 視像對講機	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	4	2	4	4	4
	13A Single Socket Outlet for lamp 13 安培單位電插座 (供檯燈)	-	-	1	-	-
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	1	2	2	2	2
Master Bedroom 1 主人睡房 1	TV/ FM Outlet 電視 / 電台天線插座	1	1	1	1	1
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	2	2	2	2	2
	Telephone Outlet 電話插座	3	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	3	5	4	-	-
	13A Single Socket Outlet for lamp 13 安培單位電插座 (供檯燈)	1	-	3	-	-
	13A Twin Socket Outlet 13 安培雙位電插座	4	4	5	2	2

Schedule of Mechanical & Electrical Provisions for Residential Flats

住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Bedroom 2 睡房 2	TV/ FM Outlet 電視 / 電台天線插座	1	1	1	1	1
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	2	2	2	2	2 / - (for 16/F & 17/F only) - (只供 16 樓及 17 樓)
	13A Single Socket Outlet for lamp 13 安培單位電插座 (供檯燈)	-	-	1	-	-
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	3 / 2 (for 16/F & 17/F only) 2 (只供 16 樓及 17 樓)
Bedroom 3 睡房 3	TV/ FM Outlet 電視 / 電台天線插座	1	1	-	1	1
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1
	13A Single Socket Outlet for lamp 13 安培單位電插座 (供檯燈)	2	-	1	-	-
	13A Twin Socket Outlet 13 安培雙位電插座	3	4	1	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	1	-	1	-	-
Store (inside Bedroom 2) 儲物房 (睡房 2 內)	13A Twin Socket Outlet 13 安培雙位電插座	-	1	-	-	- / 1 (for 16/F & 17/F only) 1 (只供 16 樓及 17 樓)
	13A Single Socket Outlet 13 安培單位電插座	-	2	-	-	-

Schedule of Mechanical & Electrical Provisions for Residential Flats

住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Study 書房	TV/ FM Outlet 電視 / 電台天線插座	1	1	1	1	1
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	2	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1
	13A Single Socket Outlet for lamp 13 安培單位電插座 (供檯燈)	-	1	1	-	-
	13A Twin Socket Outlet 13 安培雙位電插座	2	1	2	2	2
Corridor between Bedrooms 睡房之間走廊	13A Twin Socket Outlet 13 安培雙位電插座	1	-	-	-	-
Kitchen 廚房	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	3
	13A Single Socket Outlet 13 安培單位電插座	4	1	4	4	4 / 1 (for 16/F & 17/F only) 1 (只供 16 樓及 17 樓)
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	1	1	1	1	1
	Power Supply Point for Steamer 蒸爐供電位	1	1	1	1	1

Schedule of Mechanical & Electrical Provisions for Residential Flats

住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Kitchen 廚房	Power Supply Point for Electric Oven 電焗爐供電電位	1	1	1	1	1
	Power Supply Point for Induction Hob 電磁爐供電電位	1	1	1	1	1
	Power Supply Point for Exhaust Hood 抽油煙機供電電位	1	1	1	1	1
	Power Supply Point for Town Gas Cooker Hob 煤氣煮食爐供電電位	1	1	1	1	1
	13A Single Socket Outlet for Fridge Freezer 13 安培單位電冰箱	1	1	1	1	1
	13A Single Socket Outlet for Wine Cellar 13 安培單位電插座供酒櫃	1	1	1	1	1
	13A Single Socket Outlet for Dishwasher 13 安培單位電插座供洗碗碟機	1	1	1	1	1
	Power Supply Point for Town Gas Water Heater 煤氣熱水爐供電電位	2	2	2	2	2
	Power Supply Point for Door Bell 門鐘供電電位	1	1	1	1	1

Schedule of Mechanical & Electrical Provisions for Residential Flats

住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Master Bathroom 主人房浴室	Power Supply Point for Exhaust Fan 抽氣扇供電位	1	1	1	1	1
	Power Supply Point for Mirror Light 鏡燈供電位	1	1	2	1	1
	Power Supply Point for Electronic Towel Warmer 電暖毛巾架供電位	1	1	1	1	1
	Power Supply Point for Town Gas Water Heater 煤氣熱水爐供電位	1	1	-	1	1
	Power Supply Point for Electric Water Heater 電熱水爐供電位	-	-	1	-	-
	13A Single Socket Outlet 13 安培單位電插座	1	1	2	1	1
Bathroom 1 浴室 1	Power Supply Point for Exhaust Fan 抽氣扇供電位	1	1	1	1	1
	Power Supply Point for Mirror Light 鏡燈供電位	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1
Bathroom 2 浴室 2	Power Supply Point for Exhaust Fan 抽氣扇供電位	1	1	1	1	1
	Power Supply Point for Mirror Light 鏡燈供電位	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1

Schedule of Mechanical & Electrical Provisions for Residential Flats
住宅單位機電裝置數量說明

		10/F Showflat 10 樓示範單位	18/F Showflat 18 樓示範單位	21/F Showflat 21 樓示範單位	6/F-27/F (13/F, 14/F, 24/F omitted and Flat A on 10/F, Flat B on 18/F and Flat B on 21/F excluded) 6 樓至 27 樓 (不設 13 樓、14 樓、24 樓 及不包括 10 樓 A 單位、18 樓 B 單位及 21 樓 B 單位)	
Location 位置	Description 描述	A	B	B	A	B
Store (inside Kitchen) 儲物房 (廚房內)	Power Supply Point for Exhaust Fan 抽氣扇供電位	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13 安培單位電插座供洗衣機	1	1	1	1	1
	15A Single Socket Outlet for Dryer 15 安培單位電插座供乾衣機	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1
	Power Supply Point for Indoor A/C Unit 室內冷氣機供電位	-	1	-	-	- / 1 (for 16/F & 17/F only) 1 (只供 16 樓及 17 樓)
Lavatory in Store 儲物房內洗手間	Power Supply Point for Exhaust Fan 抽氣扇供電位	1	1	1	1	1
Utility Platform 工作平台	13A Weatherproof Single Socket Outlet 13 安培防水單位插座	1	1	1	1	1
Air Conditioner Platform (Outside Kitchen) 冷氣機平台 (廚房外)	Isolator of Outdoor Air Conditioner 室外空調機開關掣	2	2	2	2	2
Air Conditioner Platform (Outside Master Bedroom 1) 冷氣機平台 (主人睡房 1 外)	Isolator of Outdoor Air Conditioner 室外空調機開關掣	1	1	1	1	1
Flat Roof 平台	13A Weatherproof Single Socket Outlet 13 安培防水單位插座	-	-	-	1 (for 6/F only) 1 (只供 6 樓)	1 (for 6/F only) 1 (只供 6 樓)

SCHEDULE 7

Communal and Recreational Facilities

- (i) swimming pool
- (ii) jacuzzi
- (iii) covered landscape area
- (iv) gym room
- (v) spa room
- (vi) library
- (vii) multi-function room

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

SIGNED by)
)
)
)
on behalf of MAJESTIC ELITE)
)
PROPERTY DEVELOPMENT LIMITED)
)
(the Vendor) in the presence of/)
)
whose signature(s) is/are verified by:-)

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

Solicitor, Hong Kong SAR.

OR

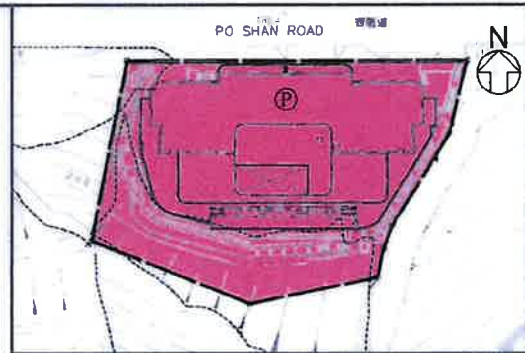
SIGNED by)
on behalf of the Purchaser)
in the presence of:-)

Solicitor, Hong Kong SAR.

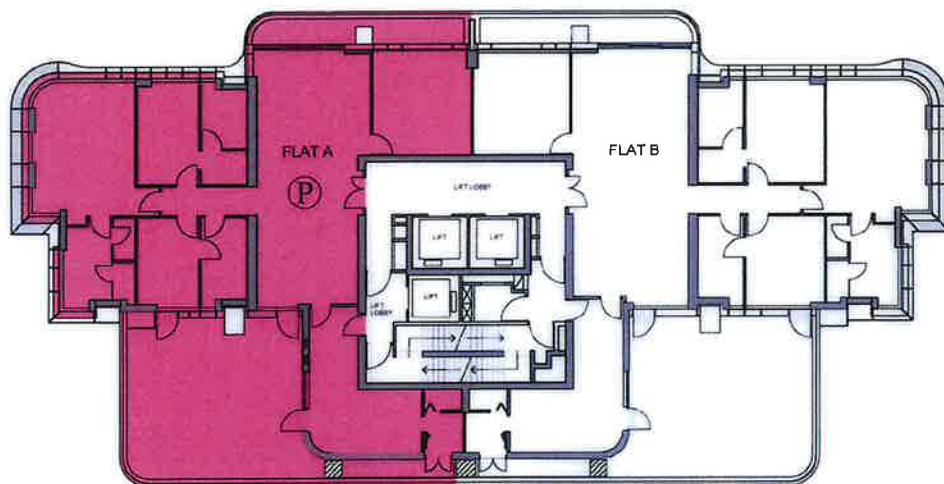
INTERPRETED to the Purchaser in the [Cantonese] dialect of the Chinese language by:-

RECEIVED on or before the day and year first above)
)
written of and from the Purchaser the above)
)
mentioned deposit of HONG KONG DOLLARS) HK\$[•]
) =====
[•])
)
)
)

Messrs. Mayer Brown
as stakeholders



SITE PLAN 1:1000



6TH FLOOR PLAN

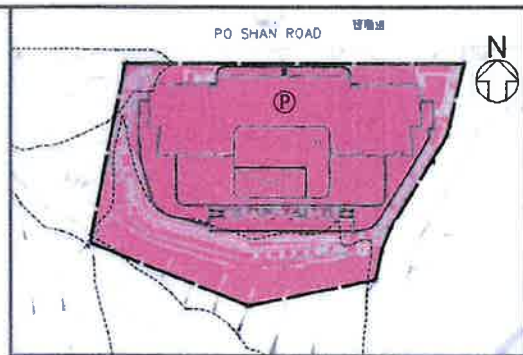


Flat	A	B
Floor		
6	P	

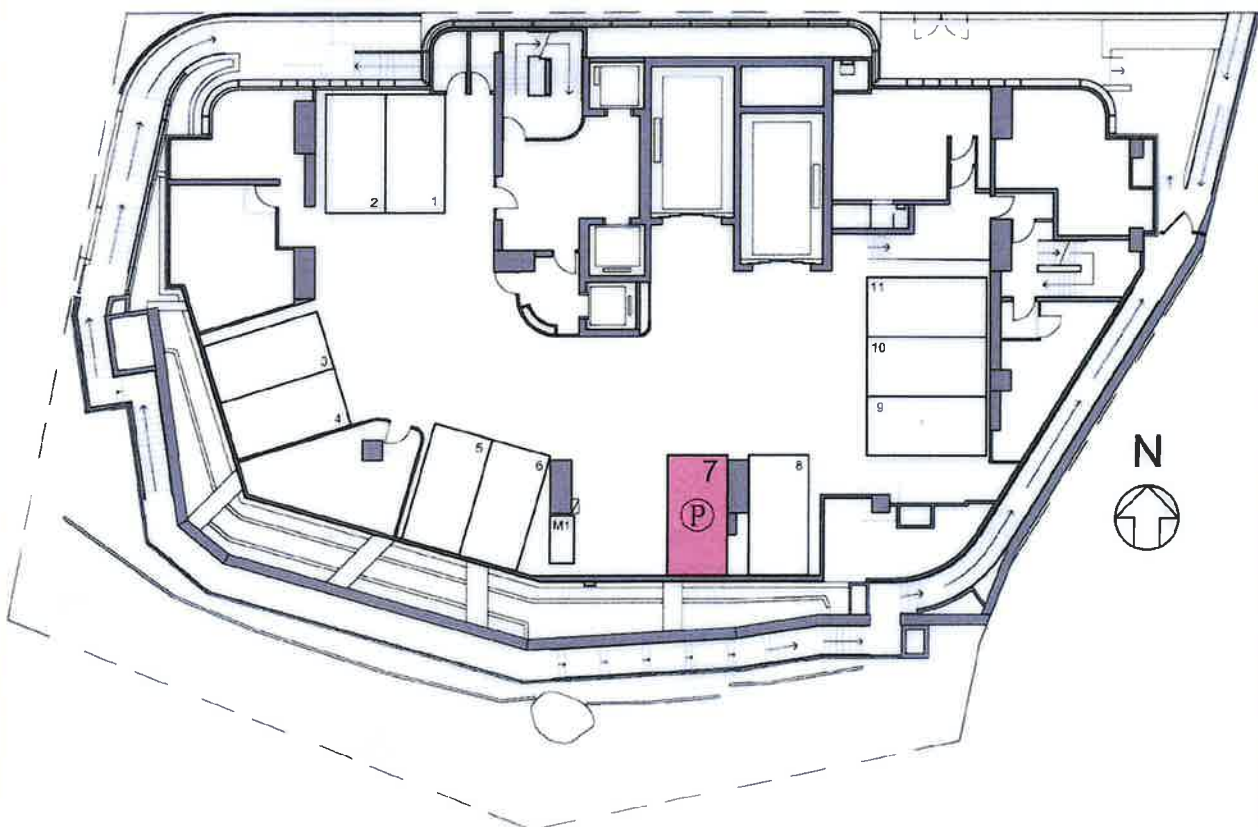
P PINK

6TH FLOOR
18 PO SHAN ROAD,
MID LEVEL WEST,
HONG KONG
INLAND LOT NO. 5487
(THIS PLAN IS FOR IDENTIFICATION PURPOSES ONLY)

LAM Wai Keung
FHKIS
Registered Professional Surveyor (B.S.)
Authorized Person (Surveyors)



SITE PLAN 1:1000



1ST FLOOR PLAN



Space	7
Floor	1
	(P)

(P) PINK

1ST FLOOR
18 PO SHAN ROAD,
MID LEVEL WEST,
HONG KONG
INLAND LOT NO. 5487
(THIS PLAN IS FOR IDENTIFICATION PURPOSES ONLY)

LAM

LAM Wai Keung
FHKIS
Registered Professional Surveyor (B.S.)
Authorized Person (Surveyors)

Vendor's Information Form
賣方資料表格

Development: Altamira
發展項目 尚璟
Specified Residential Property: Flat A, 6th Floor, Altamira, No.18 Po Shan Road, Hong Kong
指明住宅物業 香港寶珊道 18 號尚璟 6 樓 A 單位

1.	The amount of the management fee that is payable for the specified residential property: 須就指明住宅物業支付的管理費用的款額：	HK\$13,736 (Subject to adjustment) (可予調整)
2.	The amount of the Government rent (if any) that is payable for the specified residential property: 須就指明住宅物業繳付的地稅（如有的話）的款額：	HK\$31,068 per annum. 每年度港幣 31,068。
3.	The name of the owners' incorporation (if any): 業主立案法團（如有的話）的名稱：	NIL 沒有
4.	The name of the manager of the Development: 發展項目的管理人的姓名或名稱：	SAVILLS PROPERTY MANAGEMENT LIMITED 第一太平戴維斯物業管理有限公司
5.	Any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: 賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人須分擔的款項的任何通知：	NIL 沒有
6.	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該項目的任何部分恢復原狀的任何通知：	NIL 沒有
7.	Any pending claim affecting the specified residential property that is known to the vendor: 賣方所知的影響指明住宅物業的任何待決的申索：	NIL 沒有
8.	Date of printing: 列印日期：	6 February 2024 2024 年 2 月 6 日

Signature(s) of the Purchaser(s)
買方簽署

Date 日期：

Confirmation on Relationship with the Vendor 與賣方關係的聲明

Vendor 賣方	MAJESTIC ELITE PROPERTY DEVELOPMENT LIMITED 崇傑地產發展有限公司
Development 發展項目	Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟
Property 物業	Flat A on the 6th Floor and Car Parking Space No. 7 on the 1st Floor of Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟 6 樓 A 單位及 1 樓私家車停車位 7 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	

- The Purchaser hereby confirms that:
買方謹此確認：
 - ☐ The Purchaser is **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (the "**Ordinance**").
就《一手住宅物業銷售條例》(「條例」)而言，買方謹此確認買方**不是**賣方的「有關連人士」。
 - ☐ The Purchaser is a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (the "**Ordinance**").
就《一手住宅物業銷售條例》(「條例」)而言，買方謹此確認買方**是**賣方的「有關連人士」。
- For the purposes of this Confirmation, a person is a related party to the Vendor if that person is:
就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：該人是—
 - (a) a director of the Vendor, or a parent, spouse or child of such a director;
賣方的董事，或該董事的父母、配偶或子女；
 - (b) a manager of the Vendor;
賣方的經理；
 - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
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) an associate corporation or holding company of the Vendor;
賣方的有聯繫法團或控股公司；
 - (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
 - (f) a manager of such an associate corporation or holding company.
上述有聯繫法團或控股公司的經理。
- The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾儘快通知賣方。
- The Purchaser confirms that the Purchaser has been specifically requested by the Vendor to seek independent legal advice on the foregoing matters and the Purchaser is fully aware of the legal consequence thereof.
買方確認，賣方已特別要求買方就以上事宜諮詢獨立的法律意見，買方充份明白以上的法律後果。
- The above terms of "**associate corporation**", "**holding company**", "**manager**" and "**private company**" have the same meanings as prescribed under the Ordinance.

上文「有聯繫法團」、「控權公司」、「經理」及「私人公司」各詞意義與條例下該詞意義相同。

6. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature(s) of the Purchaser(s)

買方簽署

Date 日期：

Vendor 賣方	MAJESTIC ELITE PROPERTY DEVELOPMENT LIMITED 崇傑地產發展有限公司
Development 發展項目	Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟
Property 物業	Flat A on the 6th Floor and Car Parking Space No. 7 on the 1st Floor of Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟 6 樓 A 單位及 1 樓私家車停車位 7 號
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	

**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。

Signature(s) of the Purchaser(s)
買方簽署

Date 日期：

**Majestic Elite Property Development Limited
Personal Information Collection Statement**

Collection of your personal information

From time to time, it is necessary for you to supply Majestic Elite Property Development Limited ("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.

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".

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 ("Ordinance").

Purposes for which Your Information may be used

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

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (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;
- (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;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (vii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (viii) communicating with you;
- (ix) investigating and handling complaints;
- (x) preventing or detecting illegal or suspicious activities; and
- (xi) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Transfer of Your Information

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 to :

- (i) any member of the groups of companies of which we belong to ("the Group");
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (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;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (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.

Use of Your Information in direct marketing

We may not (i) use Your Information in direct marketing unless you consent or do not object in writing, or

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

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
 - (1) properties or property developments offered by member(s) of the Group;
 - (2) services and products offered by us or other members of the Group (including real estate agency services, credit facilities and financial services);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or other members of the Group; and
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

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.

Access to and correction of Your Information

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 in writing to us at 23/F Two Exchange Square, Central, Hong Kong (Attention: Mr. Thomas See).

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.

This notice is in compliance with the Ordinance. It is written in the English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail.

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, Majestic Elite Property Development Limited 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.

- ☐ Please do NOT send direct marketing information to me.
- ☐ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature: _____

Name:

Date:

**崇傑地產發展有限公司
個人資料收集聲明**

收集閣下的個人資料

崇傑地產發展有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們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。

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」。

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 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) 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) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 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)；
- (vii) 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)；
- (viii) 與閣下溝通；
- (ix) 調查及處理投訴；
- (x) 預防或偵測非法或可疑活動；及
- (xi) 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。

轉移閣下資料

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：

- (i) 本公司屬於的集團中的任何成員(「本集團」)；
- (ii) 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) 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) 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) 閣下物業交易涉及的任何人士；及
- (vi) 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。

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 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) 向閣下促銷以下類別的服務及產品：
- (1) 本集團成員提供的物業或物業發展項目；
 - (2) 我們或本集團其他成員提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
 - (3) 我們或本集團其他成員提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) 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) 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集團其他成員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。

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。

查閱及改正閣下資料

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，可以以書面形式向我們提出，其地址為香港花園道 1 號中銀大廈 66 樓(收件人：周德輝先生)。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本聲明符合條例的規定。本聲明以英文撰寫，並可能翻譯成其他語言。如英文版本與翻譯版本有任何歧異，概以英文版本為準。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(“✓”)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(“✓”)，崇傑地產發展有限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。

- ☐ 請不要向我發送直接促銷資訊。
- ☐ 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。

簽署：_____

姓名：

日期：

Acknowledgement Letter regarding viewing of property
關於參觀物業的確認信

Vendor 賣方	MAJESTIC ELITE PROPERTY DEVELOPMENT LIMITED 崇傑地產發展有限公司
Development 發展項目	Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟
Property 物業	Flat A on the 6th Floor of Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟 6 樓 A 單位
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	

The Purchaser hereby confirms and acknowledges that before the signing and submission of this Tender (as defined in the Form of Tender under Appendix A) in respect of the Property
買方謹此確認及知悉在簽署和提交物業本投標書(名稱在投標表格附件 A 已定義)之前:

- ☐ The Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property on the following date and time
賣方已開放上述物業供買方參觀，且買方已於下列日期及時間參觀上述物業:

Viewing Date 參觀日期: _____

Viewing Time 參觀時間: _____

- ☐ The Purchaser fully understands that he has the right to view the Property before signing and submission of this Tender and the Vendor has expressly offered to arrange the Purchaser to view the Property before signing and submission of this Tender. However, after due consideration and out of the Purchaser's own free will, the Purchaser has declined to do so.
買方完全明白他有權在簽署和提交物業本投標書之前參觀上述物業，而賣方已明確邀請買方在簽署和提交物業本投標書之前參觀上述物業。但經充分考慮後，買方自主選擇決定拒絕參觀。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Note 備註:

please tick where applicable

請於適當的格上填上「√」號

Signature(s) of the Purchaser(s)
買方簽署

Date 日期 :

Acknowledgement Letter regarding Stamp Duty
關於印花稅確認書

Vendor 賣方	Majestic Elite Property Development Limited 崇傑地產發展有限公司
Development 發展項目	Altamira, No.18 Po Shan Road, Hong Kong 香港寶珊道 18 號尚璟
Property 物業	Flat A on the 6th Floor and Car Parking Space No.7 on the 1st Floor of Altamira, No.18 Po Shan Road, Hong Kong (the "Property") 香港寶珊道 18 號尚璟 6 樓 A 單位及 1 樓私家車停車位 7 號 (「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are aware of the following and its implications prior to my/our submitting the signed Form of Tender of the Property:

本人／我們即下述簽署人，僅此確認在遞交已簽署的投標表格之前，本人／我們已獲悉以下事項及其影響：

Ad valorem stamp duty 「從價印花稅」

On 25 October 2023, the Chief Executive announced in his 2023 Policy Address the proposed reduction of the rate of AVD at Part 1 of Scale 1 from 15% to **7.5%** with effect from 25 October 2023. Specifically, the Government will introduce the Bill to take forward the initiative. Subject to the enactment of the Bill by the LegCo, unless otherwise provided, the new rate will be applicable to any instrument executed **on or after 25 October 2023** for the sale and purchase or transfer of residential property that is subject to AVD at Part 1 of Scale 1 rate.

2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，建議由 2023 年 10 月 25 日起，將從價印花稅第 1 標準第 1 部的稅率由 15% 下調至 **7.5%**。具體而言，政府將提交《2023 年印花稅（修訂）（住宅物業）條例草案》（下稱《條例草案》），以推進相關措施。待立法會制定有關《條例草案》成為法例後，除另有規定外，新稅率將適用於在 **2023 年 10 月 25 日或之後** 所簽立以買賣或轉讓住宅物業而須按第 1 標準第 1 部繳納從價印花稅的文書。

The Stamp Duty (Amendment) (No. 2) Ordinance 2023 ("2023 (No. 2) Amendment Ordinance") was gazetted on 25 May 2023 to give effect to a proposal in the 2023-24 Budget to make adjustments in the value bands on which the AVD at Scale 2 rates apply. Under the 2023 (No. 2) Amendment Ordinance, unless otherwise provided, the new value bands are applicable to any instrument executed at 11 a.m. on 22 February 2023 or thereafter for the sale and purchase or transfer of residential property or non-residential property that is subject to AVD at Scale 2 rates.

《2023 年印花稅（修訂）（第 2 號）條例》（2023（第 2 號）修訂條例）已於 2023 年 5 月 25 日刊憲，以實施 2023-24 年度財政預算案中的一項建議，即調整「從價印花稅」第 2 標準稅率的稅階。根據 2023（第 2 號）修訂條例，除另有規定外，新稅階適用於任何在 2023 年 2 月 22 日上午 11 時或之後所簽立以買賣或轉讓住宅物業或非住宅物業而須按第 2 標準稅率予以徵收「從價印花稅」的文書。

Stamp duty suspension for eligible incoming talents 暫免合資格外來人才繳付印花稅

On 25 October 2023, the Chief Executive announced in his 2023 Policy Address that the Government would introduce a stamp duty suspension mechanism for eligible incoming talents purchasing residential property in Hong Kong. For eligible incoming talents who bought the first residential property in Hong Kong on or after 25 October 2023, they can apply for a suspension of the liabilities in respect of BSD (at new rate 7.5%) and AVD (at new rate 7.5%) for the residential property purchased, but they still need to pay AVD at Scale 2 rates. Such that the overall stamp duty charged will be on par with that charged on first-time home buyers who are permanent residents. Such arrangement applies to any sale and purchase agreement entered into on 25 October 2023 and onwards. Upon becoming a Hong Kong permanent resident, they can apply for waiver in relation to the stamp duty suspended.

2023 年 10 月 25 日，行政長官在 2023 年施政報告中宣布，政府會為在港購置住宅物業的合資格外來人才引進暫免繳付印花稅的機制。如合資格外來人才在 2023 年 10 月 25 日或之後在香港購買首個住宅物業，可申請暫免繳付買家印花稅（新稅率 7.5%）及從價印花稅（新稅率 7.5%），但他們仍需按第 2 標準稅率繳付從價印花稅。這將使其印花稅負擔與首次置業的香港永久性居民看齊。此安排適用於在 2023 年 10 月 25 日或之後簽訂的買賣協議。在他們成為香港永久性居民後，可申請免除暫免繳付的印花稅。

Please consult your solicitors regarding details of the payment of BSD and AVD.
有關支付「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

7.5% of the consideration
樓價的 7.5%

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

從價印花稅按較低稅率(第 2 標準)計算方法如下

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

Calculation of Ad Valorem Stamp Duty at higher rates (Part 1 of Scale 1)

從價印花稅按較高稅率(第 1 標準第 1 部)計算方法如下

7.5% of the consideration
樓價的 7.5%

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

1. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
 - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
2. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Preliminary Agreement or the Agreement for Sale and Purchase (as the case may be).
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關臨時合約或買賣合約（如適用）簽立日期後 30 天內繳交。

Other Matters
其他事項

3. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
4. 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。
5. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算從價印花稅(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。
6. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。
7. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

**TENDERER MUST
COMPLETE THIS PAGE**
投標人須填妥本頁

Appendix H
附件 H

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。

Signed by the Purchaser(s) 買方簽署

Date 日期：

香港寶珊道 18 號尚璟(「該發展項目」)
Altamira, No.18 Po Shan Road, Hong Kong (the "Development")

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

第 I 部份
Part I

1. 視乎買方其投標表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
Depending on the payment plan selected by the Purchaser in his/her/its Form of Tender, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 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。
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.
3. 如正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Agreement for Sale and Purchase is/are terminated or cancelled for whatever reason.
4. (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。
(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.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
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.
6. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
(If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision of the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.

第 II 部份
Part II

先住後付優惠

Occupation Before Completion Benefit

1. 受制於合約，如買方已向賣方支付樓價之 10%，賣方同意給予買方准許證，准許買方在成交前以獲准許可人身份佔用該物業，惟該准許期的開始日期不可早於接納書的日期後 15 天。
Subject to contract, the Vendor agrees to grant a licence to the Purchaser to occupy the Property before completion as licensee, upon the condition that the Purchaser has already paid 10% of the purchase price to the Vendor provided that the commencement date of the licence period shall not be earlier than 15 days after the date of the Letter of Acceptance.
2. 買方須簽署有關在該物業買賣成交前佔用該物業之許可協議（「**許可協議**」）（格式及內容由賣方訂明，買方不得要求任何修改），主要條款如下：
The Purchaser shall, execute a licence agreement for pre-completion occupation of the residential property ("**Licence Agreement**") (in such form and substance as the Vendor may prescribe and the Purchaser shall not request any amendment thereto), the principal terms of which are as follows:
 - (a) 許可期於賣方支付樓價之 10% 予賣方當天或之後起而須於成交日期當天終止；
The licence period shall commence on or after the day upon the Purchaser has already paid 10% of the purchase price to the Vendor and shall end upon the Completion Date;
 - (b) 許可期之費用為港幣 1 元；
The fee for the licence period is HK\$1;
 - (c) 買方必須負責繳付所有就許可協議而產生的法律費用(包括印花稅(如有))；
The Purchaser shall be responsible to pay all legal costs and expenses (including stamp duty (if any)) arising from the Licence Agreement;
 - (d) 買方必須負責繳付為該住宅物業提供的任何公共事業服務的所有按金及在許可期內該住宅物業之管理費、差餉、地租、公用事業服務收費、公用事業服務按金及其它開支等；及
The Purchaser shall be responsible to pay all deposits payable in respect of the supply of any utility to the residential property and pay the management fees, government rates and rents, utilities charges, utilities deposits and all other outgoings during the licence period; and
 - (e) 買方僅以被許可人的身份佔用該住宅物業，而且不得將其再許可給任何其他人。
The Purchaser shall occupy the residential property as licensee only, and shall not sub-license the same to any other person(s).
3. 先住後付的優惠將受賣方訂立的其他條款及細則約束。
The Occupation before Completion benefit shall be subject to other terms and conditions imposed by the Vendor.

公開招標承投購買物業

有關

以下位於香港寶珊道 18 號尚璟之物業：

- (1) 6 樓 A 單位
 - (2) 1 樓私家車停車位 7 號
-

公開招標承投購買物業

現招標承投購買以下位於香港寶珊道 18 號尚璟之物業，即：

- (1) 6 樓 A 單位
- (2) 1 樓私家車停車位 7 號

招標開始日期及時間為 2024 年 2 月 6 日中午 12 時正
而招標截止日期及時間為 2024 年 2 月 6 日下午 2 時正
(除非在招標截止時限之前物業已被撤回或出售)

從 2024 年 2 月 6 日起中午 12 時正至下午 2 時正的時間內，投標書須放入普通信封內，信封面上清楚註明「尚璟招標」，放入位於香港中環交易廣場第二座二十三樓的辦事處擺放的標示為「尚璟公開招標」的投標箱內。

賣方

**Majestic Elite Property
Development Limited**
崇傑地產發展有限公司
香港 中環皇后大道中 15
號置地廣場
告羅士打大廈 10 樓1009
室

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

聯繫人

何慶材律師、胡如嫣律師
及曹杏儀小姐
電話號碼：2843 2507
傳真號碼：2103 5062

賣方代理人

Savills (Hong Kong) Limited
第一太平戴維斯(香港)有限
公司
香港中環交易廣場第二座二十
三樓

聯繫人

施豪東先生
電話號碼：2842 4216

招標公告

1. **Majestic Elite Property Development Limited 崇傑地產發展有限公司** (以下簡稱「**賣方**」) 現按照本招標公告所訂明的條款及條件招標承投購買以下「**物業詳情**」所述的物業(以下簡稱「**該物業**」)。

物業詳情

位於香港寶珊道 18 號尚璟之以下物業：

- (1) 6 樓 A 單位
 - (2) 1 樓私家車停車位 7 號
-

2. 賣方根據《一手住宅物業銷售條例(香港法例第 621 章)》(以下簡稱「**該條例**」)第 68 條提供的資料列於**附件 C 的賣方資料表格**。
3. 投標者可不用要約購買上述物業詳情所述的任何私家車停車位或電單車停車位(如適用)。如果投標者要約購買上述物業詳情所述的任何私家車停車位，投標者所要約購買的私家車停車位數目不得超過他要約購買的住宅單位的數目。
4.
 - (a) 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。
 - (b) 賣方保留在接受任何投標書之前的任何時候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)售予任何人的權利。
 - (c) 賣方保留權利透過修改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花園道 1 號中銀大廈 66 樓。賣方無須就更更改招標截止日期及時間另行通知投標者。
5. 投標者須注意以下事項：
 - (a) 中標者可委託其自己的獨立律師代表其購買該物業行事，或其可委託賣方的律師既代表賣方又代表其本人行事。請參見**附件 E 的「對買方的警告」**的中英文雙語文本。
 - (b) 賣方律師(即孖士打律師行)在本投標過程中不代表投標者，及並沒有給予他們任何有關的意見。
6. 投標書必須：
 - (a) 採用本招標公告的格式；

(b) 連同以下文件：

(i) 銀行本票

金額為買價的 5%作為初步訂金，抬頭寫「孖士打律師行」，須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票。

(ii) 由投標者填妥並簽署的附件的文件

- (1) 按照**附件 A** 所列的格式的投標表格(以下簡稱「**投標表格**」)(要填上日期)。
- (2) 按照**附件 B** 所列的格式的買賣合約(以下簡稱「**買賣合約**」)(一式兩份)(請填妥附表 1，附表 3 及附表 4，但不要填上買賣合約的日期)。
- (3) 按照**附件 C** 所列的格式的賣方資料表格(不要填上日期)。
- (4) 按照**附件 D** 所列的格式的有關與賣方之關係的確認信(不要填上日期)。
- (5) 按照**附件 E** 所列的格式的對買方的警告(不要填上日期)。
- (6) 按照**附件 F** 所列的格式的收集個人資料聲明(要填上日期)。
- (7) 按照**附件 G** 所列的格式的關於參觀物業的確認信(不要填上日期)。
- (8) 按照**附件 H** 所列的格式的關於印花稅的確認書(不要填上日期)。

(iii) 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，投標者的商業登記證，公司註冊證明書(包括公司更改名稱證書，如有)的複印本，以及投標者最近期的董事名冊及周年申報表的複印本。

(iv) 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。

- (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「尚璟招標」；以及
- (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，放入賣方代理人位於香港中環交易廣場第二座二十三樓的辦事處擺放的標示為「尚璟投標箱」的投標箱內：

招標開始日期及時間：

2024 年 2 月 6 日中午 12 時正。

招標截止日期及時間：

2024 年 2 月 6 日下午 2 時正。

若在招標截止日期上午 9 時正至下午 4 時正期間發出黑色暴雨警告或八號或以上颱風信號，截標日期及時間將延至下一個工作日的下午 2 時正，而該工作日上午 9 時正至下午 4 時正期間亦沒有黑色暴雨警告或八號或以上颱風信號發出。

“工作日”指當日 (a) 並非為公眾假期或星期六；或 (b) 沒有黑色暴雨警告或八號或以上颱風信號發出。

- 7. 賣方保留不考慮或接受任何逾期投標書的權利。
- 8. 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作訂金，以支付買價的部份款項。所有其他銀行本票將於下文第 10(a) 段訂明的承約期間的到期日起計 14 天內，按投標書所載的香港地址以專人送達、或通過郵遞方式退還落選投標者。
- 9.
 - (a) 以投標者身份簽署投標表格及買賣合約的人士，將被視作主事人。賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。
 - (b) 投標者如為法人團體，須於投標表格清楚註明其通訊地址、聯絡人姓名、電話及傳真號碼。
 - (c) 投標表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 10.
 - (a) 鑒於賣方作出招標和下文(b)分段所述的承諾，作為代價，投標書均不可撤銷，而且構成正式要約，可由賣方在由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)(以下簡稱「承約期間」)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) 鑒於上文分(a) 段所述的投標與承諾，作為代價，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 10 元。

11. 投標如獲接納，中標者即成為該物業買方(以下簡稱「買方」)且：
- (a) 有關通知信會在承約期間終結之前按投標表格所載地址以專人送達、或通過郵遞方式寄予買方。如信函通過郵遞方式寄予買方，在投郵後的第 2 個工作日視為已經正式收到；及
 - (b) 信函會附上一份買賣合約(由賣方簽署及填上不遲於承約期間終結的日期，及附上該物業的平面圖的正本)。
12. 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就出售條款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，應聯絡賣方的代理人，即第一太平戴維斯(香港)有限公司，地址為香港中環交易廣場第二座二十三樓(收件人：施豪東先生，電話號碼： 2842 4216)。
13. 賣方任何人員或代理任何人員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公告或買賣合約所列出的任何條款或條件。
14. 賣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”)強制執行本招標公告及投標表格下的任何條款，並且同意豁除本招標公告及投標表格於該條例的適用範圍之外。
15. 本招標公告附有中文譯本。倘對本招標公告的詮釋有任何懷疑或爭議，概以英文文本所表達的賣方意向為準。

投標表格

在遵守招標公告和買賣合約所載的條款及條件的前提下，茲投標承購位於香港寶珊道 18 號尚環的物業。

致: **Majestic Elite Property Development Limited**

崇傑地產發展有限公司

香港 中環皇后大道中 15 號置地廣場

告羅士打大廈 10 樓 1009 室

1. 本人／我們_____已閱讀招標公告和買賣合約，特此不可撤銷地提出要約，在受到招標公告和買賣合約所列的條款及條件(以下簡稱「**本投標書**」)約束的前提下，以港幣_____元 (HK\$_____) (以下簡稱「**買價**」) 購買香港寶珊道 18 號尚環之以下之物業並在方格剔上剔號之物業：

☐ 6 樓 A 單位

☐ 1 樓私家車停車位 7 號

2. 買方將按照下列方式支付買價：

支付辦法 (43 個月「先住後付」付款計劃)

- | | | |
|-----|------------------------|--|
| (a) | 港幣_____元
(即買價的 5%) | 在簽署買賣合約時支付作為初步訂金
(如本投標書被賣方接納)； |
| (b) | 港幣_____元
(即買價的 5%) | 在賣方接受本投標書之日起計的第 14
日內支付作為進一步訂金； |
| (c) | 港幣_____元
(即買價的 5%) | 在賣方接受本投標書之日起計的第
390 日內支付作為進一步訂金； |
| (c) | 港幣_____元
(即買價的 5%) | 在賣方接受本投標書之日起計的第
750 日內支付作為進一步訂金； |
| (d) | 港幣_____元
(即買價的 5%) | 在賣方接受本投標書之日起計的第
1110 日內支付作為進一步訂金；及 |
| (e) | 港幣_____元
(即買價的 75%) | 須於買賣物業的交易完成日(即接受本
投標書之日起計的第 1290 日)或之前
支付作為買價餘款。 |

3. 倘若本投標書被賣方接納，將構成本人／我們與賣方之間就買賣該物業有效的協議(即買賣合約)一份具約束力協議。本人／我們須遵守買賣合約中的條款及細則。
4. 下列文件連同本投標書一併附上：
 - (a) 銀行本票

一張金額為港幣_____元且抬頭為“**孖士打律師行**”的銀行本票(本票號碼：_____) (銀行：_____)，若本人／我們的投標書獲得接納，該訂金將用以支付物業買價的部份款項。
 - (b) 由本人／我們填妥並簽署的附件的文件
 - (1) 本投標表格(要填上日期)；
 - (2) 買賣合約(一式兩份)(請填妥附表 1、附表 3 及附表 4，但不要填上買賣合約的日期)；
 - (3) 按照**附件 C** 所列的格式的賣方資料表格(不要填上日期)；
 - (4) 按照**附件 D** 所列的格式的有關與賣方之關係的確認信(不要填上日期)；
 - (5) 按照**附件 E** 所列的對買方的警告(不要填上日期)；
 - (6) 按照**附件 F** 所列的收集個人資料聲明(要填上日期)；
 - (7) 按照**附件 G** 所列的格式的關於參觀物業的確認信(不要填上日期)；
 - (8) 按照**附件 H** 所列的格式的關於印花稅的確認書(不要填上日期)；及
5. 本人／我們授權賣方完成買賣合約及連同本投標書遞交的文件中的細節(現在留白)。
6. 本人／我們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”)強制執行本招標公告及投標表格下的任何條款，並且同意豁除本招標公告及投標表格於該條例的適用範圍之外。

日期為 _____ 年 _____ 月 _____ 日。

投標者的名稱

:

投標者的簽名／獲授權的投標者的職員的名稱及簽名	:	
香港身份證號碼／護照號碼／商業登記証號碼(連同其副本)／公司註冊證明書(包括公司更改名稱證書,如有)／最近董事名冊及周年申報表附上	:	
香港通訊地址	:	
電話號碼	:	
傳真號碼	:	
投標者的聯絡人的名稱	:	
擁有權種類	:	*作為唯一擁有人／聯權共有人／ 分權共有人(相同份數) *請刪除不適用者並在旁加簽
投標者委聘的物業代理(如有)	:	
物業代理的牌照號碼 (連同其副本)	:	
投標者委聘的物業代理 聯絡詳情	:	
見證人簽名	:	
見證人姓名	:	
見證人職業	:	
見證人地址	:	
