

TENDER DOCUMENT
INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of :-

**THE PROPERTIES SET OUT IN THE SCHEDULE TO THE TENDER NOTICE
AT TOPSIDE RESIDENCES
(unless previously withdrawn or sold)**

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) by delivering it into the Tender Box labelled “**Public Tender for Topside Residences**” placed at **Shop Nos.121 & 122 on Level 1 of “K11 Art Mall”, No.18 Hanoi Road, Tsimshatsui, Kowloon, Hong Kong** in a plain envelope and clearly marked “**Tender of Topside Residences**”.

Tenderers are advised that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the above property(ies).

Vendor: **Surplus King Centre Limited and Surplus King Hotel Enterprises Limited**

Vendor’s solicitors: **Deacons**
6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

招標文件

公開招標承投購買物業

現招標承投購買：

載於招標公告附表之位於
高臨之物業
(但若在招標截止時限之前物業已被撤回或出售則除外)

投標書須在招標期間(定義見招標公告)放入普通信封內，信封面上清楚註明「高臨招標」，放入位於香港九龍尖沙咀河內道 18 號 K11 Art Mall 1 樓 121 & 122 號舖擺放的標示為「高臨公開招標」的投標箱內。

投標者須注意賣方有絕對權力不時透過修改與上述物業有關之銷售安排資料以更改招標截止日期及/或時間。

賣方：盈君中心有限公司 及 盈君旅業有限公司

賣方律師：的近律師行
香港中環遮打道 18 號歷山大廈 6 樓

CONTENTS

	Page
PART 1 : TENDER NOTICE	
PART 2 : CONDITIONS OF SALE	
PART 3 : OFFER FORM	
ANNEX	

目錄

	頁次
第 1 部份 : 招標公告	
第 2 部份 : 出售條款	
第 3 部份 : 要約表格	
附件	

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period within seven (7) working days after the closing date and time of tender.
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 5 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Development”	means “Topside Residences”.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“Property”	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form.
“Properties for Tender”	means all or any of the specified residential properties set out in the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion.
“purchase price”	means the purchase price specified in the Offer Form.
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex).
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document.
“Tender Period”	means the period between the tender commencement date and time and the tender closing date and time.
“Tendered Property”	means the property specified in the Schedule to the Offer Form.
“Tenderer”	means the person who is specified in the Offer Form as the tenderer.
“Vendor”	means Surplus King Centre Limited and Surplus King Hotel Enterprises Limited.
“Vendor’s solicitors”	means Messrs. Deacons.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose of all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to change the closing date and time of the tender of all or any of the Properties for Tender from time to time by amending the Information on Sales Arrangements in relation thereto. The Vendor is not obliged to separately notify the Tenderers of such amendment.
- 2.6 The Vendor reserves the right to accept or disqualify any Tenderer who submits any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain any kind of alterations and/or additions to the documents required to be submitted under this Tender Document shall be treated as non-conforming tenders.
- 2.7 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.8 A tender must be :-
 - (a) made in the form of this Tender Document with the Offer Form (i.e. Part 3 of this Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:
 - (i) Cashier's order(s) and cheque(s) (if applicable)

One or more cashier's order(s) and cheque(s) (if applicable) issued by a bank duly licensed under section 16 of the Banking Ordinance in the aggregate amount of 5% of the purchase price offered by the Tenderer and made payable to "DEACONS" Provided That a minimum amount of HK\$100,000 must be paid by cashier's order(s).
 - (ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

Copy of estate agent licence of the estate agent representing the Tenderer in the transaction (the "**Intermediary**"), whether or not the Intermediary also represents the Vendor.

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

- (1) Warning to Purchasers (Annex 1)
- (2) Personal Information Collection Statement (Annex 2)
- (3) Declaration of Relationship with the Vendor (Annex 3)
- (4) (if applicable) Declaration Regarding Intermediary (Annex 4)
- (5) (if applicable) Declaration Regarding No Intermediary (Annex 5)
- (6) (if applicable) Acknowledgement Letter relating to Building Maintenance Unit (Annex 6)
- (7) (if applicable) Acknowledgement Letter relating to Bulkheads & Slabs (Annex 7)
- (8) (if applicable) Acknowledgement Letter regarding Open Kitchen (Annex 8)
- (9) (if applicable) Acknowledgement Letter regarding Early Settlement Cash Rebate (Annex 9)

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Tender of Topside Residences**"; and
- (d) placed in the Tender Box labelled "**Public Tender For Topside Residences**" placed at Shop Nos.121 & 122 on Level 1 of "K11 Art Mall", No.18 Hanoi Road, Tsimshatsui, Kowloon, Hong Kong during the Tender Period.

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 12:00 noon on the closing date of the tender, the closing date and time of the tender will be extended to 12:00 noon on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

2.9 All cashier's order(s) and cheque(s) (if any) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and cheque(s) (if any) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier's order(s) and cheque(s) (if any) will be returned by personal delivery or by post at the Tenderer's risk, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

- 2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director(s) or authorized signatory(ies)) and shall be deemed to be acting as a principal).
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s) and cheque(s) (if applicable).

- 2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period in accordance with this Tender Notice and the Offer Form and the terms and conditions contained in the Conditions of Sale annexed to this Tender Notice. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor’s solicitors without any alteration or amendment thereto. The form of the Agreement is available for inspection during the Tender Period at Shop Nos.121 & 122 on Level 1 of “K11 Art Mall”, No.18 Hanoi Road, Tsimshatsui, Kowloon, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the approved form of the Agreement and the Purchaser shall accept the same without amendments.
- 3.4 The Purchaser shall be offered the following gifts, financial advantage or benefits as set out below in connection with the purchase of the Property :-
- (a) Standby First Mortgage Loan
(Only applicable to purchaser who selects Terms of Payment (B) (120-day Standby First Mortgage Payment Plan))

The purchaser may apply to the financial institution referred by the Vendor or any other company designated by the Vendor (the “**Referred First Mortgagee**”) for first mortgage loan (the “**First Mortgage Loan**”). The First Mortgage Loan and its application are subject to the following terms and conditions :-

- (i) The maximum amount of First Mortgage Loan shall be 90% of the purchase price if the purchase price of the residential property is or under HK\$30 million. The maximum amount of First Mortgage Loan shall be HK\$21 million plus 20% of the purchase price if the purchase price of the residential property is over HK\$30 million but is or under HK\$35 million. The maximum amount of First Mortgage Loan shall be 80% of the purchase price if the purchase price of the residential property is over HK\$35 million.
- (ii) The purchaser shall make a written application by the prescribed form to the Referred First Mortgagee for the First Mortgage Loan not less than 60 days before the date of settlement of the balance of the purchase price as specified in the agreement for sale and purchase.

- (iii) The purchaser shall provide sufficient proof of income in accordance with the requirements of the Referred First Mortgagee.
 - (iv) The First Mortgage Loan shall be secured by a first equitable mortgage (if applicable) and a first legal mortgage over the residential property in the Development purchased by the purchaser.
 - (v) The maximum tenor of the First Mortgage Loan shall be 25 years.
 - (vi) The interest rate of the First Mortgage Loan shall be Prime Rate (P) minus 2% (P-2%). P shall be the Hong Kong Dollar Best Lending Rate as quoted by the Referred First Mortgagee from time to time, subject to fluctuation. P currently is 6.125% per annum. The final mortgage rate will be subject to final approval by the Referred First Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.
 - (vii) Purchasers shall pay monthly instalments and interest will be accrued starting from the day of drawdown.
 - (viii) All legal documents in relation to the First Mortgage Loan and its related guarantee(s) (if necessary) must be prepared by the solicitors' firm designated by the Referred First Mortgagee and all legal costs and disbursements relating thereto shall be paid by the Purchaser and his/her/its guarantor(s) (if any).
 - (ix) The Purchaser is advised to enquire with the Referred First Mortgagee on details of the terms and conditions, approval conditions and application procedures of the First Mortgage Loan before choosing this arrangement.
 - (x) The terms and conditions and approval conditions of the First Mortgage Loan are for reference only. The Referred First Mortgagee reserves the right to change the terms and conditions and approval conditions of the First Mortgage Loan from time to time as it sees fit.
 - (xi) The First Mortgage Loan is subject to other terms and conditions. The terms and conditions and the approval or disapproval of applications for the First Mortgage Loan are subject to the final decision of the Referred First Mortgagee, and are not related to the Vendor (who shall under no circumstances be responsible therefor). No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of the terms and conditions and the approval or disapproval of applications for the First Mortgage Loan. No matter the First Mortgage Loan is granted or not, the Purchaser shall complete the sale and purchase and pay the balance of the purchase price in accordance with the agreement for sale and purchase. The Purchaser shall have no claim whatsoever against the Vendor as a result of or in connection with the approval or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.
- (b) Early Settlement Cash Rebate Benefit
(Only applicable to purchaser who selects Terms of Payment (C) (Stage Payment Plan))
- (i) Where the purchaser settles the balance of the purchase price earlier than the due date of payment as specified in the agreement for sale and purchase, the purchaser shall be entitled to an "Early Settlement Cash Rebate" ("**Cash Rebate**") payable by the Vendor in the amount and manner as set out in the table below :-

Date of settlement of the balance of purchase price	Amount of the Cash Rebate
Within the period of 121 days to 180 days after the signing of the PASP	4% of purchase price
Within the period of 181 days to 300 days after the signing of the PASP	2% of purchase price

- (ii) The purchaser shall apply to the Vendor in writing for the “Cash Rebate” at least 30 days before the date on which the whole balance of the purchase price is to be early paid. After the Vendor has received such application and duly verified the information, the Vendor will apply the “Cash Rebate” as part payment of the balance of the purchase price payable by the purchaser directly.
- (iii) The benefit is non-assignable and non-transferable and can only be exercised and enjoyed by the purchaser personally.
- (iv) The benefit is subject to other terms and conditions.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Properties for Tender. All enquiries should be directed to the Vendor (Enquiry Hotline: 2878 2888).
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor’s agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Properties for Tender	
1.	Unit A, 12/F, Tower A1
2.	Unit B, 12/F, Tower A2
3.	Unit C, 12/F, Tower A2
4.	Unit D, 12/F, Tower A2

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另有准許或規定外，下列詞語應具有下列含義：

「承約期間」	指招標截止日期及時間後的 7 個工作日內。
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的本物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「發展項目」	指「高臨」。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「本物業」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業。
「招標物業」	按照賣方單獨絕對酌情決定下不時修訂的招標公告附表所列的所有或任何指明住宅物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，而其有關本物業的投標書獲得賣方接納。
「招標文件」	指本招標文件 (由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。
「招標期間」	指招標開始日期及時間至招標截止日期及時間的期間。
「投標物業」	指要約表格的附表中訂明的物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指盈君中心有限公司及盈君旅業有限公司。
「賣方律師」	指的近律師行。

2. 招標程序

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購買招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其獨有酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間撤回所有或任何招標物業不予出售，或將所有或任何招標物業或其任何部份以任何方法 (包括但不限於私人協約、投標及拍賣) 處置或售予任何人。
- 2.5 賣方保留權利不時修改所有或任何與招標物業有關之銷售安排資料以更改招標截止日期及時間。賣方無須就相關銷售安排資料的修改另行通知投標者。
- 2.6 賣方保留權利接受或將任何遞交不符合規定的投標書的投標者或沒有按照本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的文件載有根據本招標文件所須遞交的文件所作出的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 2.7 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.8 投標書必須：
 - (a) 採用本招標文件之格式，並填妥及簽署要約表格 (即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票及支票 (如適用)

一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票及支票 (如適用)，總金額為投標者要約的樓價的 5%，抬頭為「的近律師行」或「**DEACONS**」，惟當中最少港幣 100,000 元須以銀行本票支付。
 - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及最近的商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。
 - (iii) 中介人的牌照 (如適用)

在交易中代表投標者的地產經紀 (「中介人」) 的地產經紀牌照複印本，不論中介人是否同時代表賣方。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告 (附件 1)
- (2) 個人資料收集聲明 (附件 2)
- (3) 與賣方關係的聲明 (附件 3)
- (4) (如適用) 關於中介人的聲明 (附件 4)
- (5) (如適用) 關於並無中介人的聲明 (附件 5)
- (6) (如適用) 有關樓宇維修單元的確認函 (附件 6)
- (7) (如適用) 有關天花假陣／跌級樓板／厚樓板的確認函 (附件 7)
- (8) (如適用) 有關開放式廚房的確認函 (附件 8)
- (9) (如適用) 提前付清樓價現金回贈確認函 (附件 9)

請不要於本第 (iv) 分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啟，並清楚註明「**高臨招標**」；及
- (d) 於招標期間放入位於香港九龍尖沙咀河內道 18 號 K11 Art Mall 1 樓 121 & 122 號舖擺放的標示為「**高臨公開招標**」的投標箱內：

若在招標截止日期中午 12 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，截標日期及時間將延至下一日的中午 12 時正 (而當天並沒有黑色暴雨警告或八號或以上颱風信號發出)。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票及支票 (如有) 均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票 (如有) 將被視為臨時訂金，用以支付樓價的部份款項。所有其他銀行本票及支票 (如有) 將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者，風險由投標者承擔。

- 2.10 (a) 投標者須親身簽署要約表格及其他文件 (如投標者為公司，須由其董事或獲授權代表簽署)，並須被視為主事人。
- (b) 投標者如為公司，須於要約表格中清楚註明 (除其他資料外) 其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票及支票 (如適用) 的地址。

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

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

3. 接受投標

3.1 投標書如獲接納，中標者即成為本物業之買方。

- 3.2 買方會在承約期間屆滿時或之前獲書面通知（「**接納書**」）其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及／或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日將被視為已經妥為收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方須簽署一份由賣方律師準備而一概不能更改或修改的標準正式合約。正式合約的格式可於招標期間在香港九龍尖沙咀河內道 18 號 K11 Art Mall 1 樓 121 & 122 號舖審閱。為免疑問，買方將被視為已經審閱正式合約的格式，並且買方將接受正式合約而不得作出修訂。
- 3.4 買方就購買本物業可獲提供下列贈品、財務優惠或利益：

(a) 備用第一按揭貸款
(只適用於選擇支付條款 (B) (120 天備用一按貸款付款計劃) 之買方)

買方可向賣方介紹之財務機構或賣方指定的其它公司（「**介紹之第一承按人**」）申請第一按揭貸款（「**第一按揭貸款**」）。第一按揭貸款及其申請受以下條件規限：

- (i) 樓價為港幣 3,000 萬或以下的住宅物業的第一按揭貸款最高金額為樓價的 90%；樓價為港幣 3,000 萬以上但港幣 3,500 萬或以下的住宅物業的第一按揭貸款最高金額為港幣 2,100 萬加樓價的 20%；樓價為港幣 3,500 萬以上的住宅物業的第一按揭貸款最高金額為樓價的 80%。
- (ii) 買方必須於付清樓價餘款之日起計最少 60 天前以指定格式的申請書向介紹之第一承按人申請第一按揭貸款。
- (iii) 買方須依照介紹之第一承按人之要求提供足夠之入息證明文件。
- (iv) 買方須以所購之項目的住宅物業之第一樓花按揭 (如適用) 及第一法定按揭作為第一按揭貸款的抵押。
- (v) 第一按揭貸款年期最長為 25 年。
- (vi) 第一按揭貸款年利率以最優惠利率 (P) 減 2% (P-2%) 計算。P 為介紹之第一承按人不時報價之港元最優惠利率，利率浮動，現為年利率 6.125%。最終按揭利率以介紹之第一承按人審批結果而定，賣方並無就其作出，亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。
- (vii) 買方須每月供款，而利息由提款日起計算。
- (viii) 第一按揭貸款及其相關擔保 (如需要) 之文件必須由介紹之第一承按人指定之律師行辦理，並由買方及其擔保人 (如有) 須支付所有第一按揭貸款及其擔保相關之律師費及雜費。
- (ix) 買方於決定選擇此安排前，請先向介紹之第一承按人查詢清楚第一按揭貸款之條款及條件、批核條件及申請手續。
- (x) 第一按揭貸款之條款及批核條件僅供參考。介紹之第一承按人保留在其認為合適時不時更改第一按揭貸款之條款及批核條件的權利。

(xi) 第一按揭貸款受其他條款及細則約束。第一按揭貸款批核與否及借貸條款以介紹之第一承按人之最終決定為準，與賣方無關，且於任何情況賣方及均無需為此負責。賣方並無或不得被視為就第一按揭貸款之按揭條款及條件以及申請批核與否作出任何不論明示或隱含之陳述、承諾或保證。不論貸款獲批與否，買方仍須按買賣合約完成交易及付清樓價餘款。買方不得就由於或有關第一按揭貸款的批核或不批核及／或任何與第一按揭貸款相關事宜而向賣方提出任何申索。

(b) 提前付清樓價現金回贈優惠
(只適用於選擇支付條款 (C) (建築期付款計劃) 之買方)

(i) 如買方提前於買賣合約訂明的付款限期日之前付清樓價餘額，可獲賣方根據以下列表格計算的「提前付清樓價現金回贈」(「現金回贈」)：

付清樓價餘額日期	現金回贈金額
簽署臨時合約的日期後 121 日至 180 日期間內	樓價 4%
簽署臨時合約的日期後 181 日至 300 日期間內	樓價 2%

(ii) 買方須於提前付清樓價餘額日前最少 30 日，以書面通知賣方向賣方申請「現金回贈」，賣方於收到申請並確認有關資料無誤後，「現金回贈」將直接用作支付買方應繳付之部份樓價餘額。

(iii) 該優惠不能轉讓及轉移，及只能由買方本人行使及享用。

(iv) 該優惠受其他條款及細則約束。

4. 其他事項

4.1 投標者請注意，賣方只會回答關於招標物業的一般問題，而不會就本招標文件或關於招標物業的法例條文提供法律或其他意見。如有任何查詢，請聯絡賣方 (查詢熱線：2878 2888)。

4.2 賣方的任何人員或代理或賣方代理對有意投標者或實際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被視為構成本招標文件或正式合約的一部份，而該等陳述或行動並不 (而且也不得被視為) 闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

4.3 如本招標文件的英文文本與中文譯本有任何不一致之處，一概以英文文本為準。

招標公告的附表

	招標物業
1.	第 A1 座 12 樓 A 室
2.	第 A2 座 12 樓 B 室
3.	第 A2 座 12 樓 C 室
4.	第 A2 座 12 樓 D 室

[第 1 部份：招標公告完]

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein, and “**this Preliminary Agreement**” shall mean the agreement made hereunder by virtue of the submission of the Offer Form by the Purchaser and the Letter of Acceptance by the Vendor in accordance with this Tender Document.
2. In this Preliminary Agreement :-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (“**that Ordinance**”);
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under Clause 11 below and Part I(a) of the Schedule hereto is calculated in accordance with section 8(3) of that Ordinance;
 - (d) the area of an item under Clause 11 below and Part I(b) of the Schedule hereto is calculated in accordance with Part 2 of Schedule 2 to that Ordinance; and
 - (e) “**office hours**” means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.
3. The Offer Form and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
4. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed :-
 - (a) by the Purchaser on or before a date which is the fifth (5th) working day after the date of the Letter of Acceptance; and
 - (b) by the Vendor on or before a date which is the eighth (8th) working day after the date of the Letter of Acceptance.
6. The sale and purchase of the Property shall be completed at the offices of the Vendor’s solicitors during office hours within 14 days after the date of the written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
7. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
9. The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

10. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance :-
 - (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
11. The measurements of the Property are as set out in Part I of the Schedule hereto (including any Annex thereto).
12. The sale and purchase of the Property includes the fittings, finishes and appliances which are set out in Part II of the Schedule hereto (including any Annex thereto).
13. Without prejudice to sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 15 and fully understands its contents.
15. For the purposes of Clause 14, the following is the "Warning to Purchasers" –
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have 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。

16. The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
17. 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 6, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Clause 12, 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.
18. Each party shall pay its own solicitor's costs and expenses of and incidental to the preparation, approval, execution, completion, stamping and registration of the Agreement and the Assignment of the Property.
19. The due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("**the said Deed**") and the plans to be attached to the said Deed, the costs for preparing certified copy of title deeds and documents, the fees for all plans to be annexed to the Agreement and the Assignment, the stamp duties (including without limitation to the ad valorem stamp duty, the Special Stamp Duty (if applicable), the Buyer's Stamp Duty (if applicable) and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117)), registration fees, and other expenses and disbursements relating to the sale and purchase of the Property and all legal costs and expenses of any mortgage (if any) in respect of the Property shall all be borne and paid by the Purchaser on or before completion, except those stamp duties payable on this Preliminary Agreement and the Agreement which shall be paid in accordance with Clause 20 below.
20. The Purchaser shall, within FIVE (5) working days after the date of the Letter of Acceptance, attend the office of the Vendor's solicitors or the solicitors appointed by the Purchaser (as the case may be) bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Tender Document and the Letter of Acceptance to (a) sign the Agreement in in the standard form prepared by the Vendor's solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way, (b) make further payment(s) (if any) in accordance with the manner as stated in the Offer Form and (c) pay all stamp duty(ies) under this Preliminary Agreement and the Agreement.
21. Time is in every respect of the essence of this Preliminary Agreement.
22. The Purchaser shall inform the Vendor in writing of any change in correspondence address or telephone number.
23. In respect of each payment of the purchase price or any part of the purchase price required to be made under this Preliminary Agreement (except the preliminary deposit or part thereof), the Purchaser shall deliver to the Vendor's solicitors on the date on which such payment is required to be made a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong and in favour of the Vendor's solicitors.
24. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

25. This Preliminary Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.
26. The Purchaser may instruct his own solicitor to act for him in the purchase of the Property. For details of the solicitors' firms, please contact The Law Society of Hong Kong at telephone number 2846 0500 or visit its website at www.hklawsoc.org.hk.
27. (a) This Preliminary Agreement is personal to the Purchaser only, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

(b) Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any sub-sale or nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.
28. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority.
29. 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 manager of the Development or the Vendor all deposits, advance payments, special fund and a debris removal fee payable under the said Deed.
30. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, and if this Preliminary Agreement is terminated for whatever reason, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry, at the cost of the Purchaser.
31. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
32. The purchase price in respect of the Property is set out in the Offer Form. The Vendor reserves the right to rectify any errors or omissions in the purchase price and payment terms and the calculation of the purchase price. The amount of the purchase price and the payment terms shall be as stated in the Agreement.
33. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
34. Both English and Chinese versions of this Preliminary Agreement have same binding effect. But in the event of any discrepancy between the English and Chinese versions, the English version shall prevail.

第 2 部分：出售條款

1. 在本出售條款中使用之詞語與招標公告定義者相同，而「**本臨時合約**」則指買方根據本招標文件遞交的要約表格，以及賣方根據本招標文件的接納書而訂立的合約。
2. 在本臨時合約中：
 - (a) 「**實用面積**」具有《一手住宅物業銷售條例》(第 621 章)(「**該條例**」)第 8 條給予該詞的涵義；
 - (b) 「**工作日**」具有該條例第 2(1) 條給予該詞的涵義；
 - (c) 下述第 11 條及附表第 I 部 (a) 項所指的項目的樓面面積，按照該條例第 8(3) 條計算；
 - (d) 下述第 11 條及附表第 I 部 (b) 項所指的項目的面積，按照該條例附表 2 第 2 部計算；及
 - (e) 「**辦公時間**」指由上午 10 時起至同日下午 4 時 30 分為止的期間。
3. 要約表格連同接納書構成賣方與買方就買賣本物業的有約束力的協議。賣方須以樓價並按本臨時合約所載的條件及條款出售本物業，而買方須以樓價並按本臨時合約所載的條件及條款購買本物業。
4. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
5. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第五 (5) 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第八 (8) 個工作日或之前簽立。
6. 在賣方就其有能力將本物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內，本物業買賣須於辦公時間內，在賣方律師的辦事處完成。
7. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由買方承擔。
8. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由買方承擔。
9. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅 (如有的話)，由買方承擔。
10. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即告終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
11. 本物業的量度尺寸見附表第 I 部 (包括其任何附錄)。

12. 本物業的買賣所包括的裝置、裝修物料及設備見附表第 II 部 (包括其任何附錄)。
13. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 條所列出的「對買方的警告」的中英雙語文本，並完全明白其內容。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
 - (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 買賣完成後，買方將擁有本物業之空置管有權。
17. 凡本物業或第 12 條所列出的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在第 6 條所指的買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，儘快自費就該欠妥之處作出補救。本條的規定並不削弱買方按照普通法或其他法律可享有的任何其他權利或補救。
18. 買方及賣方將各自支付有關準備、審批、簽立、完成、加蓋印花及註冊本物業的正式合約及轉讓契之律師費及一切雜費。

19. 有關預備大廈公契及管理協議（「該公契」）的費用及附於該公契之圖則之費用的適當分攤、本物業交易之業權契據及文件認證副本之費用、夾附於正式合約及轉讓契的所有圖則費、印花稅（包括但不限於根據《印花稅條例》（第 117 章）可予徵收的從價印花稅、額外印花稅（如適用）、買家印花稅（如適用）及所有附加印花稅）、註冊費、有關買賣本物業的其他費用及代墊費用、本物業按揭（如有）之所有法律費用及支出一概須由買方負責，並須於成交日或之前支付（但本臨時合約及正式合約需付的印花稅除外，並須按照下述第 20 條支付）。
20. 買方須於接納書的日期之後的五個工作日內，攜帶其香港身份證或護照或（如買方為公司）商業登記證及本招標文件及接納書正本，到賣方律師或買方自己聘用的律師（視情況而定）的辦事處辦理下列手續：(a) 簽署一份由賣方律師訂定的標準正式合約，該正式合約內容一概不能更改；(b) 根據要約表格所列的方式，於限期前支付應繳付之加付款項（如有）；及 (c) 支付全部有關本臨時合約及正式合約應繳付的印花稅。
21. 時間在任何方面均為本臨時合約的關鍵元素。
22. 買方如更改通訊地址或電話，應以書面通知賣方。
23. 就本臨時合約之下須支付的本物業售價或售價的任何部分的每一筆款項（臨時訂金或其部分除外）而言，買方須於該款項需被支付當日向賣方律師送達抬頭寫上賣方律師並由香港持牌銀行所發出之銀行本票或蓋有銀行確認可支付之支票。
24. 本物業乃屬《印花稅條例》（第 117 章）第 29A(1) 條所註釋之住宅物業。
25. 本臨時合約取代雙方過往所有之商議、陳述、認知及協議。
26. 買方可聘用自己選擇的律師處理購買本物業買賣的相關事宜，有關律師行之資料，買方可致電香港律師會查詢，電話：2846 0500，或瀏覽其網頁 www.hklawsoc.org.hk。
27. (a) 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立正式合約，亦無權將本臨時合約的利益轉讓予第三方。
(b) 不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方轉售本物業或提名或指派其他人士或個體作為轉讓契的承讓人或賣方因應買方要求簽署一份以上的轉讓契而產生的額外賣方代表律師費。
28. 賣方保留權利於其認為有需時修改本發展項目（包括本物業）的建築圖則，但如有關修改影響本物業，則賣方須在建築事務監督批准有關修改後計 14 天內以書面通知買方有關修改。
29. 在買方有權取得本物業的管有權之前，買方須 (a) 償還賣方已支付的所有發展項目公用地方或公用部分的水、電及煤氣按金（如有）的適當分攤及 (b) 繳付予發展項目的管理人或賣方所有根據該公契須支付的按金、預繳款項、特別基金及泥頭清理費。
30. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而本臨時合約基於任何原因被終止，賣方可單方面簽署備忘錄，並將該備忘錄於土地註冊處註冊，以撤銷或取消在其登記或記錄上的本臨時合約的註冊，有關費用由買方支付。
31. 非本臨時合約一方之人士並無任何權利按照《合約（第三者權利）條例》（第 623 章）強制執行本臨時合約任何條款及條件，或享有本臨時合約任何條款及條件之利益。

32. 本物業之售價在要約表格中列出。賣方保留權利修正售價、支付條款及該售價在計算方面之錯誤或遺漏。售價金額及支付條款以正式合約為準。
33. 若賣方在本物業的權益屬衡平法權益而非法律產業權，買方不得提出反對。
34. 本臨時合約之中英文版本，同具法律效力。但倘若本臨時合約中英文文本有任何差異，一概以英文版本為準。

出售條款附表
Schedule to Conditions of Sale

第 I 部
Part I

本物業的量度尺寸如下 –

The measurements of the Property are as follows -

高臨第 ____ 座 ____ 樓 ____ 單位

Unit ____ on ____ Floor of Tower ____ of Topside Residences

本物業的實用面積為 the saleable area of the Property is	_____ 平方米/ square metres/	_____ 平方呎，其中— square feet of which;
	_____ 平方米/ square metres/	_____ 平方呎為露台的樓面面積； square feet is the floor area of the balcony;
	_____ 平方米/ square metres/	_____ 平方呎為工作平台的樓面面積；及 square feet is the floor area of the utility platform; and

其他量度尺寸為—

other measurements are—

空調機房的面積為 the area of the air-conditioning plant room	_____ 平方米/ square metres/	_____ 平方呎； square feet;
窗台的面積為 the area of the bay window is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
閣樓的面積為 the area of the cockloft is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
平台的面積為 the area of the flat roof is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
花園的面積為 the area of the garden is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
停車位的面積為 the area of the parking space is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
天台的面積為 the area of the roof is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
梯屋的面積為 the area of the stairhood is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
前庭的面積為 the area of the terrace is	_____ 平方米/ square metres/	_____ 平方呎； square feet;
庭院的面積為 the area of the yard is	_____ 平方米/ square metres/	_____ 平方呎。 square feet.

(投標者必須填寫投標物業之量度尺寸。)

(Tenderer must fill in the measurements of the Tendered Property.)

出售條款附表
Schedule to Conditions of Sale

第 II 部
Part II

本物業買賣所包括的裝置、裝修物料及設備如下 –

The sale and purchase of the Property includes the fittings, finishes and appliances as follows -

見附錄

Please refer to Annex

[End of Part 2: Conditions of Sale]
[第 2 部分：出售條款完]

Schedule 6

Internal Wall / Ceiling	<p>Internal Wall Living Room and Dining Room finished with emulsion paint, plastic laminate and glazing. (Except Unit A of 12/F, 15/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1 and Unit A of 12/F, 15/F-23/F, 25/F-31/F of Tower A2)</p> <p>Bedroom finished with emulsion paint. (Except Unit A of 18/F of Tower A1)</p> <p>Unit A of 12/F, 15/F-17/F, 19/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1 and Unit A of 12/F, 15/F-23/F, 25/F-31/F of Tower A2 Living Room and Dining Room finished with emulsion paint.</p> <p>Unit A of 18/F of Tower A1 Living Room and Dining Room finished with timber veneer, natural stone, fabric, rattan panel, mirror and metal. Master Bedroom finished with timber veneer, wallpaper and metal. Bedroom 1 finished with timber veneer, fabric, vinyl and metal.</p> <p>Ceiling Ceiling of Living Room and Dining Room and Bedroom finished with emulsion paint where exposed. Gypsum board bulkhead finished with emulsion paint. (Except Unit A of 18/F of Tower A1)</p> <p>Unit A of 18/F of Tower A1 Living Room and Dining Room finished with emulsion paint where exposed and gypsum board bulkhead finished with timber veneer. Master Bedroom and Bedroom 1 finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.</p>
Flooring	<p>Living Room and Dining Room finished with engineered timber flooring, natural stone border and metal, and timber skirting. (Except Unit A of 12/F, 15/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1 and Unit A of 12/F, 15/F-23/F, 25/F-31/F of Tower A2)</p> <p>Bedroom finished with engineered timber flooring and timber skirting. (Except Unit A of 18/F of Tower A1)</p> <p>Unit A of 12/F, 15/F-17/F, 19/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1 and Unit A of 12/F, 15/F-23/F, 25/F-31/F of Tower A2 Living Room and Dining Room finished with engineered timber flooring and natural stone border, and timber skirting.</p> <p>Unit A of 18/F of Tower A1 Living Room and Dining Room finished with engineered timber flooring and natural stone border, and timber skirting. Bedroom finished with engineered timber flooring and timber skirting.</p>

Door : **Flat Entrance**
Solid core fire rated timber door finished with wood veneer and fitted with lockset, concealed door closer and door stopper.
(Except Unit A of 30/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2)

Unit A of 30/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2
Double leaf solid core fire rated timber door finished with wood veneer and fitted with lockset, concealed door closer and door stopper.

Kitchen

Solid core fire rated timber door finished with wood veneer and fitted with fire rated glass vision panel, lockset, concealed door closer and door stopper.

Master Bedroom, Bedroom, Bedroom 1, Bedroom 2 and Bedroom 3

Hollow core timber door finished with wood veneer and fitted with lockset and door stopper.

Master Bathroom, Bathroom, Bathroom 1 and Powder Room

Hollow core timber door finished with wood veneer and fitted with lockset and door stopper.

(Except Bathroom 1 (from Bedroom 2) of Unit A of 31/F of Tower A1 and Bathroom (from Bedroom 2) of Unit A of 31/F of Tower A2)

Bathroom 1 (from Bedroom 2) of Unit A of 31/F of Tower A1 and Bathroom (from Bedroom 2) of Unit A of 31/F of Tower A2

Hollow core timber sliding door finished with wood veneer and fitted with lockset and door stopper.

Utility Room

Hollow core timber door finished with wood veneer and fitted with lockset.

(Except Unit A of 31/F, Unit B of 30/F of Tower A1 and Unit A of 31/F of Tower A2)

Unit A of 31/F, Unit B of 30/F of Tower A1 and Unit A of 31/F of Tower A2

Hollow core timber sliding door finished with wood veneer and fitted with lockset and door handle.

Lavatory

Metal framed folding door finished with paint and fitted with lockset.

Store and Store 1

Hollow core timber door finished with wood veneer and fitted with lockset.

Balcony

Aluminum framed sliding glass door finished with fluorocarbon coating and fitted with lockset.

Private Flat Roof

Aluminum framed sliding glass door finished with fluorocarbon coating and fitted with lockset.

(Except Unit A of 12/F of Tower A1)

Unit A of 12/F of Tower A1

Aluminum framed glass door finished with fluorocarbon coating and fitted with lockset.

Private Roof

Aluminum framed glass door finished with fluorocarbon coating and fitted with lockset.

Bathroom : Fitted with wooden mirror cabinet with mirror, glazing, metal, natural stone and vinyl, wooden vanity counter with wood veneer, vinyl and metal with natural stone basin countertop. Fittings and equipment include vitreous china wash basin with color electroplating finished wash basin mixer, vitreous china water closet, enameled steel bathtub (700mm(W) x 1500mm(L) x 400mm(D)) with color electroplating bath mixer (applicable to bathrooms with bath tubs), clear tempered glass shower compartment with color electroplating shower mixer (applicable to bathrooms with shower compartments), color electroplating towel rack, color electroplating paper holder, and color electroplating hook.

Copper pipes are used for cold water supply system. Copper pipes with thermal insulation are used for hot water supply system.

Thermal ventilator for Bathroom of all units, Bathroom 1 of Unit A of 31/F of Tower A1, and Master Bathroom of Unit A of 12/F, 15/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1 and Unit A of 30/F-31/F of Tower A2.

Duct type ventilation fan for Bathroom of all units, Bathroom 1 of Unit A of 31/F of Tower A1 and Master Bathroom of Unit A of 30/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2.

Instantaneous water heater for Master Bathroom of Unit A of 18/F-23/F, 25/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2 and Bathroom 1 of Unit A of 31/F of Tower A1.

Kitchen : Stainless steel sink with color electro-plated hot and cold water mixer.

Copper pipes are used for cold water supply system. Copper pipes with thermal insulation are used for hot water supply system.

Open Kitchen

Fitted with timber kitchen cabinet finished with high gloss polyethylene terephthalate foil finished and metal door panels, instantaneous water heater, 2 zone induction hob, cooker hood, combination steam oven, refrigerator, washer dryer and wine cellar.

(Except Unit E of 12/F, 15/F-23/F, 25/F-31/F, Unit F of 12/F, 15/F-23/F, 25/F-31/F, Unit G of 12/F, 15/F-23/F, 25/F-31/F, Unit H of 12/F, 15/F-17/F, Unit J of 12/F, 15/F-17/F of Tower A1 and Unit D of 12/F, 15/F-23/F, 25/F-31/F, Unit E of 12/F, 15/F-23/F, 25/F-31/F, Unit F of 12/F, 15/F-23/F, 25/F-31/F, Unit G of 12/F, 15/F-23/F, 25/F-31/F, Unit H of 12/F, 15/F-23/F, 25/F-31/F, Unit J of 12/F, 15/F-17/F of Tower A2)

Unit E of 12/F, 15/F-23/F, 25/F-31/F, Unit F of 12/F, 15/F-23/F, 25/F-31/F, Unit G of 12/F, 15/F-23/F, 25/F-31/F, Unit H of 12/F, 15/F-17/F, Unit J of 12/F, 15/F-17/F of Tower A1 and Unit D of 12/F, 15/F-23/F, 25/F-31/F, Unit E of 12/F, 15/F-23/F, 25/F-31/F, Unit F of 12/F, 15/F-23/F, 25/F-31/F, Unit G of 12/F, 15/F-23/F, 25/F-31/F, Unit H of 12/F, 15/F-23/F, 25/F-31/F, Unit J of 12/F, 15/F-17/F of Tower A2

Fitted with timber kitchen cabinet finished with high gloss polyethylene terephthalate foil finished and metal door panels, instantaneous water heater, 2 zone induction hob, cooker hood, steam combination oven, refrigerator and washer dryer.

Enclosed Kitchen

Fitted with timber kitchen cabinet finished with veneer pattern plastic laminate and high gloss polyethylene terephthalate foil finished and metal door panels, gas water heater, duct type ventilation fan, 2-burners gas hob, wok burner gas hob, cooker hood, combination steam oven, refrigerator/ freezer, washer dryer and wine cellar.

(Except Unit A of 30/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2)

Unit A of 30/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2

Fitted with timber kitchen cabinet finished with veneer pattern plastic laminate and metal frame and glazing and metal finished door panels, gas water heater, duct type ventilation fan, 2-burners gas hob, wok burner gas hob, barbecue grill, cooker hood, steam combination oven, microwave, dishwasher, refrigerator, wine conditioning unit, coffee machine and washer dryer.

Other Provision : Air conditioner for Living Room and Dining Room and Bedroom 1 of all units, Master Bedroom of Unit A of 12/F, 15/F-23/F, 25/F-31/F, Unit B of 30/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F of Tower A1, Unit A of 12/F, 15/F-23/F, 25/F-31/F of Tower A2, Bedroom 2 of Unit A of 12/F, 15/F-17/F, 19/F-23/F, 25/F-31/F, Unit B of 12/F, 15/F-23/F, 25/F-30/F, Unit C of 12/F, 15/F-23/F, 25/F-29/F, Unit D of 12/F, 15/F-23/F, 25/F-29/F, Unit E of 18/F-23/F, 25/F-31/F, Unit G of 18/F-23/F, 25/F-31/F of Tower A1 and Unit A of 12/F, 15/F-23/F, 25/F-31/F, Unit B of 12/F, 15/F-23/F, 25/F-29/F, Unit C of 12/F, 15/F-23/F, 25/F-30/F, Unit D of 18/F-23/F, 25/F-31/F, Unit E of 18/F-23/F, 25/F-31/F, Unit F of 18/F-23/F, 25/F-31/F, Unit H of 18/F-23/F, 25/F-31/F of Tower A2, Bedroom 3 of Unit A of 31/F of Tower A1 and Unit A of 31/F of Tower A2, and Utility Room of Unit A of 18/F-23/F, 25/F-31/F of Tower A1 and Unit A of 30/F-31/F of Tower A2.

Duct type ventilation fan for Lavatory of Unit A of 18/F-23/F, 25/F-31/F, Unit B of 30/F of Tower A1 and Unit A of 30/F-31/F of Tower A2 and Powder Room of Unit A of 31/F of Tower A2.

Video door phone for all units.

Unit A of 18/F of Tower A1

Master Bedroom fitted with wooden wardrobe with metal and glass doors, metal shelves, wooden bedstead with metal and fabric headboard, wooden bedside table with metal trim, wooden blind and wooden pelmet.

Bedroom 1 fitted wooden desk with metal and vinyl finish, wooden screen, wooden blind and wooden pelmet.

Schedule 7

Communal Open Space for Residents, Function Room, Outdoor Swimming Pool, Pool Deck, Lounge, Gymnasium, Male And Female Changing Room, Male And Female Lavatory, Universal Accessible Toilet, Unisex Lavatory, Planter, Trellis

列表 6

- 內牆及天花
： 內牆
客廳及飯廳採用乳膠漆、膠板及玻璃飾面。
(第A1座12樓、15樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座12樓、15樓至23樓、25樓至31樓A單位除外)
- 睡房採用乳膠漆。
(第A1座18樓A單位除外)
- 第A1座12樓、15樓至17樓、19樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座12樓、15樓至23樓、25樓至31樓A單位
客廳及飯廳採用乳膠漆。
- 第A1座18樓A單位**
客廳及飯廳採用木皮飾面、天然石材及布織面。
主人睡房採用木皮飾面、布織面、鏡飾面及金屬。
睡房1採用木皮飾面、布織面、仿皮飾面及金屬。
- 天花板
客廳、飯廳及睡房外露部分髹上乳膠漆。石膏板假陣髹上乳膠漆。
(第A1座18樓A單位除外)
- 第A1座18樓A單位**
客廳及飯廳外露部分髹上乳膠漆，石膏板假天花和假陣髹上乳膠漆及配上木皮飾面。
主人睡房及睡房1外露部分髹上乳膠漆，石膏板假陣髹上乳膠漆。
- 內部地板
： 客廳及飯廳鋪砌複合木地板、天然石圍邊、金屬及木腳線。
(第A1座12樓、15樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座12樓、15樓至23樓、25樓至31樓A單位除外)
- 睡房鋪砌複合木地板及木腳線。
(第A1座18樓A單位除外)
- 第A1座12樓、15樓至17樓、19樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座12樓、15樓至23樓、25樓至31樓A單位
客廳及飯廳鋪砌複合木地板、天然石圍邊及木腳線。
- 第A1座18樓A單位**
客廳及飯廳鋪砌複合木地板及天然石圍邊及木腳線。
睡房鋪砌複合木地板及木腳線。

門

：**單位入口**

實心防火木門配木皮飾面，裝設門鎖、隱藏式氣鼓及門擋。

(第A1座30樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位除外)

第A1座30樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位

雙葉實心防火木門配木皮飾面，裝設門鎖、隱藏式氣鼓及門擋。

廚房

實心防火木門配木皮飾面，裝設防火玻璃視窗、門鎖、隱藏式氣鼓及門擋。

主人睡房、睡房1、睡房2及睡房3

空心木門配木皮飾面，裝設門鎖及門擋。

主人浴室、浴室、浴室1及化妝間

空心木門配木皮飾面，裝設門鎖及門擋。

(第A1座31樓A單位浴室1(連接睡房2)及第A2座31樓A單位浴室(連接睡房2)除外)

第A1座31樓A單位浴室1(連接睡房2)及第A2座31樓A單位浴室(連接睡房2)

空心木趟門配木皮飾面，裝設門鎖及門擋。

工作間

空心木門配木皮飾面，裝設門鎖。

(第A1座31樓A單位，30樓B單位及第A2座31樓A單位除外)

第A1座31樓A單位，30樓B單位及第A2座31樓A單位

空心木趟門配木皮飾面，裝設門鎖及抽手。

洗手間

金屬框摺門配油漆飾面，裝設門鎖。

儲物室及儲物室1

空心木門配木皮飾面，裝設門鎖。

露台

鋁框玻璃趟門配氟化碳塗層，裝設門鎖。

私人平台

鋁框玻璃趟門配氟化碳塗層，裝設門鎖。

(第A1座12樓A單位除外)

第A1座12樓A單位

鋁框玻璃門配氟化碳塗層，裝設門鎖。

私人天台

鋁框玻璃門配氟化碳塗層，裝設門鎖。

浴室 : 木鏡櫃裝設鏡、玻璃、金屬、天然石材及仿皮飾面，木面盆櫃裝設木皮飾面、仿皮飾面及金屬飾面配天然石材檯面。
裝置及設備包括搪瓷洗手盆配有色電鍍洗手盆水龍頭，搪瓷座廁，瓷釉鋼鐵浴缸(700毫米闊 X 1500毫米長 X 400毫米深) 配有色電鍍浴缸花灑套裝(適用於配有浴缸之浴室)，強化清玻璃淋浴間配有色電鍍花灑套裝(適用於配有淋浴間之浴室)，有色電鍍毛巾架，有色電鍍廁紙架及有色電鍍掛勾。

冷水供水採用銅喉管，熱水供水採用配有隔熱絕緣保護之銅喉管。

浴室於所有單位，浴室1於第A1座31樓A單位 和 主人浴室於第A1座12樓、15樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座30樓至31樓A單位均配有換氣暖風機。

浴室於所有單位，浴室1於第A1座31樓A單位 和 主人浴室於30樓至31樓A單位、30樓B單位及第A2座30樓至31樓A單位均配有風喉式抽氣扇。

主人浴室於第A1座18樓至23樓、25樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位 和 浴室1於第A1座31樓A單位均配有即熱式電熱水器。

廚房 : 不銹鋼洗滌盆配有色電鍍冷熱水水龍頭。

冷水供水採用銅喉管，熱水供水採用配有隔熱絕緣保護之銅喉管。

開放式廚房

木廚櫃裝設高光聚酯膜飾面門板及金屬，和配有即熱式電熱水器、雙頭電磁爐、抽油煙機、蒸焗爐、雪櫃、洗衣乾衣機及酒櫃。

(第A1座12樓、15樓至23樓、25樓至31樓E單位，12樓、15樓至23樓、25樓至31樓F單位，12樓、15樓至23樓、25樓至31樓G單位，12樓、15樓至17樓H單位，12樓、15樓至17樓J單位及第A2座12樓、15樓至23樓、25樓至31樓D單位，12樓、15樓至23樓、25樓至31樓E單位，12樓、15樓至23樓、25樓至31樓F單位，12樓、15樓至23樓、25樓至31樓G單位，12樓、15樓至23樓、25樓至31樓H單位，12樓、15樓至17樓J單位除外)

第A1座12樓、15樓至23樓、25樓至31樓E單位，12樓、15樓至23樓、25樓至31樓F單位，12樓、15樓至23樓、25樓至31樓G單位，12樓、15樓至17樓H單位，12樓、15樓至17樓J單位及第A2座12樓、15樓至23樓、25樓至31樓D單位，12樓、15樓至23樓、25樓至31樓E單位，12樓、15樓至23樓、25樓至31樓F單位，12樓、15樓至23樓、25樓至31樓G單位，12樓、15樓至23樓、25樓至31樓H單位，12樓、15樓至17樓J單位

木廚櫃裝設高光聚酯膜飾面門板及金屬，和配有即熱式電熱水器、雙頭電磁爐、抽油煙機、蒸焗爐、雪櫃及洗衣乾衣機。

廚房

木廚櫃裝設木紋膠板、高光聚酯膜飾面門板及金屬，和配有煤氣熱水爐、風喉式抽氣扇、雙頭氣體爐煮食爐、單頭氣體爐煮食爐、抽油煙機、蒸焗爐、雪櫃、洗衣乾衣機及酒櫃。

(第A1座30樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位除外)

第A1座30樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位

木廚櫃裝設木紋膠板、金屬框邊、玻璃飾面門板及金屬，和配有煤氣熱水爐、風喉式抽氣扇、雙頭氣體爐煮食爐、微波爐、洗碗碟機、雪櫃、酒櫃、咖啡機及洗衣乾衣機。

其他設備：客廳、飯廳及睡房1於所有單位，主人睡房於第A1座12樓、15樓至23樓、25樓至31樓A單位，30樓B單位，12樓、15樓至23樓、25樓至29樓D單位及第A2座12樓、15樓至23樓、25樓至31樓A單位，睡房2於第A1座12樓、15樓至23樓、25樓至31樓A單位，12樓、15樓至23樓、25樓至30樓B單位，12樓、15樓至23樓、25樓至29樓C單位，12樓、15樓至23樓、25樓至29樓D單位，18樓至23樓、25樓至31樓E單位，18樓至23樓、25樓至31樓G單位及第A2座12樓、15樓至23樓、25樓至31樓A單位，12樓、15樓至23樓、25樓至29樓B單位，12樓、15樓至23樓、25樓至30樓C單位，18樓至23樓、25樓至31樓D單位，18樓至23樓、25樓至31樓E單位，18樓至23樓、25樓至31樓F單位，18樓至23樓、25樓至31樓H單位，睡房3於第A1座31樓A單位及第A2座31樓A單位，和工作間於第A1座18樓至23樓、25樓至31樓A單位及第A2座30樓至31樓A單位均配有空調機。

洗手間於第A1座18樓至23樓、25樓至31樓A單位，30樓B單位及第A2座30樓至31樓A單位及和化妝間於第A2座31樓A單位均配有風喉式抽氣扇。

所有單位配有視像對講機。

第A1座18樓A單位

主人睡房配有木製衣櫃裝設金屬及玻璃門、金屬層架、木製床架連金屬及布織面床頭板、木製床頭櫃裝設金屬邊、木簾及木擋板。

睡房1配有木製書桌裝設金屬及仿皮飾面、木屏風、木簾及木擋板。

列表 7

鄰舍休憩用地，功能房，室外游泳池，泳池甲板，休息室，健身房，男女更衣室，
男女洗手間，通用無障礙廁所，性別友善廁所，花槽，棚架

本附錄為英文版本譯本，如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Offer Form together with the Letter of Acceptance and the Conditions of Sale shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of acceptance of tender

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance or return of cashier's order(s) and cheque(s) (if applicable). The Letter of Acceptance will be deemed to have been duly received on the second (2nd) working day after the day of posting.

4. Declarations, representations and warranties

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

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

(b) The Vendor and/or its staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, the handling fees of the provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

5. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.

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

**TENDERER MUST
COMPLETE THIS
PAGE**

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 - Tendered Property</i>		
Tower	Floor	Unit

<i>Section 3 - Purchase price</i>			
Purchase price (HK\$)			
<i>Cashier's order(s) and cheque(s)(if applicable) (in the aggregate amount of 5% of the purchase price offered by the Tenderer *)</i>			
Cashier's order(s)	Amount (HK\$)	Bank	Cashier's order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

* A minimum of HK\$100,000 shall be paid by cashier's order(s).

Section 4 - Terms of payment

The following type of Terms of payment of the purchase price is irrevocably offered by the Tenderer :-

(A) 120-day Cash Payment Plan

- (1) The purchaser shall pay the preliminary deposit equivalent to 5% of the purchase price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The formal Agreement for Sale & Purchase (“ASP”) shall be signed by the purchaser within 5 working days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- (2) 95% of the purchase price being balance of the purchase price shall be paid by the purchaser within 120 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.

(B) 120-day Standby First Mortgage Loan Payment Plan

- (1) The purchaser shall pay the preliminary deposit equivalent to 5% of the purchase price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The formal Agreement for Sale & Purchase (“ASP”) shall be signed by the purchaser within 5 working days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- (2) 95% of the purchase price being balance of the purchase price shall be paid by the purchaser within 120 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.

(C) Stage Payment Plan

- (1) The purchaser shall pay the preliminary deposit equivalent to 5% of the purchase price upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The formal Agreement for Sale & Purchase (“ASP”) shall be signed by the purchaser within 5 working days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- (2) 1% of the purchase price shall be paid by the purchaser within 60 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.
- (3) 1% of the purchase price shall be paid by the purchaser within 90 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.
- (4) 1% of the purchase price shall be paid by the purchaser within 120 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or

within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.

- (5) 1% of the purchase price shall be paid by the purchaser within 150 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.
- (6) 1% of the purchase price shall be paid by the purchaser within 180 days after the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance) or within 14 days after the date of the notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.
- (7) 90% of the purchase price being balance of the purchase price shall be paid by the purchaser within 14 days after the date of written notification to the purchaser that the Vendor is in a position validly to assign the property to the purchaser, whichever is the earlier.

Section 5 - Intermediary (if any)

Name of estate agent	
EA Licence No.	
Name of estate agency	
Contact No.	

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

I/We confirm and declare that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or any other person for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.

Section 6 - Submission checklist

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

1. Tender Document with the Offer Form completed and signed
2. Cashier's order(s) and cheque(s) (if applicable)
3. Tenderer's identification documents
4. Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer :-
 - (1) Warning to Purchasers (undated)

- (2) Personal Information Collection Statement (undated)
- (3) Declaration of Relationship with the Vendor (undated)
- (4) (if applicable) Declaration Regarding Intermediary (undated)
- (5) (if applicable) Declaration Regarding No Intermediary (undated)
- (6) (if applicable) Acknowledgement Letter relating to Building Maintenance Unit (undated)
- (7) (if applicable) Acknowledgement Letter relating to Bulkheads & Slabs (undated)
- (8) (if applicable) Acknowledgement Letter regarding Open Kitchen (undated)
- (9) (if applicable) Acknowledgement Letter regarding Early Settlement Cash Rebate (undated)

*Section 7 - Declaration regarding corporate Tenderer
(Not applicable to Tenderer who is a natural person)*

We declare and agree as follows :-

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

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

**TENDERER MUST
COMPLETE THIS
PAGE**

Section 8 - Signatures of the Tenderer and witness

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

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

Signed by the Tenderer :-

X

Witnessed by :-

X

Name(s) of the Tenderer / director(s) / authorized signatory(ies) (if the Tenderer is a company) :-

Name of the witness :-

Date :

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

第3部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

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

2. 如要約獲接納將構成有效協議

本人／我們接受及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本要約表格連同接納書及出售條款將構成本人／我們與賣方之間按照本招標文件訂立的一份具約束力的協議。

3. 收取接受投標書信函的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書或退回銀行本票及支票(如適用)的地址。接納書在投郵後的第2個工作日將被視為已經妥為收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所認知的範圍內，在各方面均為真實及正確。
- (b) 除本物業樓價、提供資料或文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方的僱員或代理之名義在買方購買本物業時向其索取任何利益(不論是金錢或其他利益)，買方應向廉政公署舉報。

5. 除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。

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

要約表格的附表

(由投標者填寫)

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

第2節 – 投標物業		
座數	樓層	單位

第3節 – 樓價			
樓價 (HK\$)			
銀行本票及支票 (如適用) (總金額為投標者要約的樓價的 5% *)			
銀行本票	金額 (HK\$)	銀行	本票編號
支票	金額 (HK\$)	銀行	支票編號

* 最少港幣 100,000 元須以銀行本票支付。

第4節-支付條款

投標者不可撤回地要約以下所列的樓價的支付條款：

(A) 120 天現金優惠付款計劃

- (1) 買方須於投標書獲賣方接納當日 (即接納書的日期) 繳付相等於樓價 5% 作為臨時訂金。買方須於投標書獲賣方接納 (即接納書的日期) 後 5 個工作日內簽署正式買賣合約 (「正式合約」)。
- (2) 樓價 95% 即樓價之餘款於投標書獲賣方接納 (即接納書的日期) 後 120 天內由買方繳付或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內支付，以較早者為準。

(B) 120 天備用一按貸款付款計劃

- (1) 買方須於投標書獲賣方接納當日 (即接納書的日期) 繳付相等於樓價 5% 作為臨時訂金。買方須於投標書獲賣方接納 (即接納書的日期) 後 5 個工作日內簽署正式買賣合約 (「正式合約」)。
- (2) 樓價 95% 即樓價之餘款於投標書獲賣方接納 (即接納書的日期) 後 120 天內由買方繳付或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內支付，以較早者為準。

(C) 建築期付款計劃

- (1) 買方須於投標書獲賣方接納當日 (即接納書的日期) 繳付相等於樓價 5% 作為臨時訂金。買方須於投標書獲賣方接納 (即接納書的日期) 後 5 個工作日內簽署正式買賣合約 (「正式合約」)。
- (2) 買方須於投標書獲賣方接納 (即接納書的日期) 後 60 天內 (或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內，以較早者為準) 再付樓價 1%。
- (3) 買方須於投標書獲賣方接納 (即接納書的日期) 後 90 天內 (或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內，以較早者為準) 再付樓價 1%。
- (4) 買方須於投標書獲賣方接納 (即接納書的日期) 後 120 天內 (或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內，以較早者為準) 再付樓價 1%。
- (5) 買方須於投標書獲賣方接納 (即接納書的日期) 後 150 天內 (或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內，以較早者為準) 再付樓價 1%。
- (6) 買方須於投標書獲賣方接納 (即接納書的日期) 後 180 天內 (或於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內，以較早者為準) 再付樓價 1%。

- (7) 樓價 90%即樓價之餘款於賣方向買方發出書面通知書可將有關物業之業權轉讓予買方的日期起 14 天內付清

第5節- 中介人(如有)

地產代理姓名	
--------	--

地產代理牌照號碼	
----------	--

地產代理公司名稱	
----------	--

聯絡電話	
------	--

關於中介人的聲明(僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下，賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。買方與中介人之間的任何糾紛一概與賣方無關。本物業之買賣交易須嚴格按照本招標文件內所列的條款及條件進行。

第6節- 遞交清單

以下文件連同本要約表格遞交(詳情請見招標公告第 2.8 段)：

1. 招標文件及要約表格已填妥及簽署
2. 銀行本票及支票(如適用)
3. 投標者的身份證明文件
4. 中介人的牌照(如適用)
5. 由投標者填妥並簽署的附件的文件：
 - (1) 對買方的警告(未有填上日期)
 - (2) 個人資料收集聲明(未有填上日期)
 - (3) 與賣方關係的聲明(未有填上日期)
 - (4) (如適用)關於中介人的聲明(未有填上日期)
 - (5) (如適用)關於並無中介人的聲明(未有填上日期)
 - (6) (如適用)有關樓宇維修單元的確認函(未有填上日期)
 - (7) (如適用)有關天花假陣／跌級樓板／厚樓板的確認函(未有填上日期)
 - (8) (如適用)有關開放式廚房的確認函(未有填上日期)
 - (9) (如適用)提前付清樓價現金回贈確認函(未有填上日期)

第7節 – 關於公司投標者的聲明
(不適用於自然人的投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時，投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非獲得賣方事先書面同意，在 (i) 本要約表格的日期至 (ii) 接納書的日期期間，投標者的董事均不會有任何改變 (包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有與投標者相關的公司文件及資料，以核實於下表列出的投標者的所有董事的數目及身份，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將本物業出售予投標者。

董事		
	姓名／名稱	香港身份證號碼／護照號碼／商業登記證號碼
1.		
2.		
3.		
4.		
5.		

第8節 – 投標者及見證人的簽署

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

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

投標者簽署：

見證人簽署：

X

X

投標者／董事或獲授權人士(如投標者為公司)的姓名：

見證人姓名：

日期：

[第3部份：要約表格完]
[招標文件完]

附件
Annex

(附件不屬於本招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件(如適用於投標者)並連同本招標文件一併遞交。請不要於下述的任何文件內填上日期。)

*(The Annex does not form part of this Tender Document. However, the Tenderer **should sign and submit** the documents marked with “#” (where applicable to the Tenderer) together with this Tender Document. Please do NOT date any of the documents below.)*

1. 對買方的警告 #
Warning to Purchasers #
2. 個人資料收集聲明 #
Personal Information Collection Statement #
3. 與賣方關係的聲明 #
Declaration of Relationship with the Vendor #
4. (如適用) 關於中介人的聲明 #
(if applicable) Declaration Regarding Intermediary #
5. (如適用) 關於並無中介人的聲明 #
(if applicable) Declaration Regarding No Intermediary #
6. (如適用) 有關樓宇維修單元的確認函 #
(if applicable) Acknowledgement Letter relating to Building Maintenance Unit #
7. (如適用) 有關天花假陣／跌級樓板／厚樓板的確認函 #
(if applicable) Acknowledgement Letter relating to Bulkheads & Slabs #
8. (如適用) 有關開放式廚房的確認函 #
(if applicable) Acknowledgement Letter regarding Open Kitchen #
9. (如適用) 提前付清樓價現金回贈確認函 #
(if applicable) Acknowledgement Letter regarding Early Settlement Cash Rebate #

附件 1
Annex 1

對買方的警告 – 買方請小心閱讀
WARNING TO PURCHASERS – PLEASE READ CAREFULLY

賣方 Vendor	盈君中心有限公司及 盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

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

我／我們已收到此警告之副本及完全明白此警告之內容。

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

買方簽署

Signed by the Purchaser

附件 2
Annex 2

個人資料收集聲明
Personal Information Collection Statement

賣方 Vendor	盈君中心有限公司及盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

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

資本策略地產(尚家生活)有限公司(「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。

From time to time, it is necessary for you to supply CSI Properties (Couture Homes) 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.

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

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”.

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

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) (“Privacy Ordinance”).

閣下資料可能被資本策略地產(尚家生活)有限公司用作的用途
Purposes for which Your Information may be used by CSI Properties (Couture Homes) Limited

我們可能不時使用閣下資料作下列一個或多個用途：

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

- (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；
Handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 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；
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;

- (iii) 處理閣下就服務、產品、會籍或利益的申請或要求；
Handling your applications or requests for services, products, memberships or benefits;
- (iv) 促進物業管理及保安；
Facilitating property management and security;
- (v) 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）；
Conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (vi) 與閣下溝通；
Communicating with you;
- (vii) 調查及處理投訴；
Investigating and handling complaints;
- (viii) 預防或偵測非法或可疑活動；及
Preventing or detecting illegal or suspicious activities; and
- (ix) 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。
Making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

閣下資料可能被資本策略地產(尚家生活)有限公司用作的用途

Purposes for which Your Information may be used by CSI Properties (Couture Homes) Limited

資本策略地產(尚家生活)有限公司可能不時使用閣下資料作下列一個或多個用途：

CSI Properties (Couture Homes) Limited may use Your Information for one or more of the following purposes from time to time :-

- (i) 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)；及
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; and
- (ii) 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」部份)。
Marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below).

轉移閣下資料

Transfer of Your Information

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」部份所限。閣下資料可能被轉移至香港境內或境外：

To facilitate the above-mentioned purposes, we may transfer or disclose Your Information to the following parties within or outside Hong Kong, but any transfer or disclosure of Your Information to others for their use in direct marketing will be subject to the following “Use of Your Information in direct marketing” section. Your Information may be transferred within or outside Hong Kong to :-

- (i) 資本策略地產(尚家生活)有限公司的任何有聯繫法團；
Any associate corporation(s) of CSI Properties (Couture Homes) Limited;
- (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；
Any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;

- (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；
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) 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；
Any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士；及
Any person involved in your property transaction; and
- (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。
Any person to whom we are required to make disclosure under law, court order, direction, code or guideline applicable in or outside Hong Kong.

在直接促銷中使用閣下資料

Use of Your Information in direct marketing

(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，或 (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。

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

就直接促銷，我們有意：

In connection with direct marketing, we intend :-

- (a) 使用我們不時收集、產生、編製或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
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) 向閣下促銷以下類別的服務及產品：
To market the following classes of services and products to you :-
 - (1) 資本策略地產(尚家生活)有限公司或其任何有聯繫法團提供的物業或物業發展項目；
Properties or property developments offered by CSI Properties (Couture Homes) Limited or any of its associated corporation(s);
 - (2) 資本策略地產(尚家生活)有限公司或其任何有聯繫法團提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
Services and products offered by CSI Properties (Couture Homes) Limited or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services);
 - (3) 資本策略地產(尚家生活)有限公司或其任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
Offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by CSI Properties (Couture Homes) Limited or any of its associated corporation(s); and
 - (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；
Donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities
- (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資本策略地產(尚家生活)有限公司的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。
In return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of CSI Properties (Couture Homes) Limited for their use in direct marketing the classes or services and products described in (b) above.

如閣下 **不欲** 我們如上所述在直接促銷中使用閣下資料或向其他人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入剔號（「✓」）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。

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.

查閱及改正閣下資料

Access to and correction of Your Information

閣下有權根據私隱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，資本策略地產(尚家生活)有限公司的地址為香港中環夏慤道 12 號美國銀行中心 31 樓。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Privacy Ordinance. Any data access request or data correction request may be made in writing to CSI Properties (Couture Homes) Limited at 31/F, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.

根據私隱條例中的條文，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。

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

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（「✓」），資本策略地產(尚家生活)有限公司或會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」部份。

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, CSI Properties (Couture Homes) 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.

請不要向本人發送直接促銷資料。

Please do NOT send direct marketing information to me.

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。

Please do NOT provide my personal data to other persons for their use in direct marketing.

買方簽署

Signed by the Purchaser

附件 3
Annex 3

與賣方關係的聲明
Declaration of Relationship with the Vendor

賣方 Vendor	盈君中心有限公司及盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

「有關連人士」購入單位申報（見備註）

Declaration of Related Party (See notes)

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

- 就《一手住宅物業銷售條例》而言，買方謹此確認及聲明買方是賣方的「有關連人士」。
The Purchaser hereby confirms and declares that the Purchaser is a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
- 就《一手住宅物業銷售條例》而言，買方謹此確認及聲明買方並不是賣方的「有關連人士」。
The Purchaser hereby confirms and declares that the Purchaser is not a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.

2. 就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：
For the purposes of this Declaration, a person is a related party to the Vendor if that person is :-

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
a director of the Vendor, or a parent, spouse or child of such a director;
- (b) 該人是賣方的經理；
a manager of the Vendor;
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) 該人是賣方的有聯繫法團或控股公司；
an associate corporation or holding company of the Vendor;
- (e) 該人是上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) 該人是上述有聯繫法團或控股公司的經理。
a manager of such an associate corporation or holding company.

3. 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，買方同意及承諾盡快通知賣方。
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.

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

閣下是否協助銷售上述發展項目及持有由地產代理監管局所發出之有效地產代理牌照之任何地產代理／
中介人？

Are you a staff member of any agency / sub-agency with valid EAA licence issued by Estate Agents Authority and participate in the sales of the captioned Development?

是 Yes / 否 No

5. 本聲明中文譯本僅供參考，如與英文文本有異，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署

Signed by the Purchaser

附件 4
Annex 4

關於中介人的聲明
Declaration Regarding Intermediary

賣方 Vendor	盈君中心有限公司及盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

1. 買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買本物業：
The Purchaser hereby declare(s) that the following person has introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase :-

姓名 Name : _____

地產代理牌照號碼 EAA Licence No. : _____

所屬地產代理公司 Estate Agency : _____

上述介紹人及其所屬地產代理公司後各稱「中介人」。

The aforesaid person, the estate agency to which he/she belongs will each be referred to as an “Intermediary”.

2. 買方確認知悉及確認以下各項：
The Purchaser acknowledge(s) and confirm(s) the followings :-

(a) 任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、承諾、保證或陳述。賣方不須就任何中介人所作出的任何協議、承諾、保證或陳述(如有)向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、承諾、保證或陳述。

Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.

(b) 賣方及其職員並無亦不會直接或間接向買方或任何中介人收取樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買上述本物業時向其索取任何金錢或其他利益時，買方應向廉政公署(I.C.A.C)舉報。

The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary. If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the

Property, the Purchaser should report the case to the Independent Commission Against Corruption (I.C.A.C.).

(c) 賣方並無授權任何中介人向買方收取任何費用或佣金。
The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.

(d) 買方與任何中介人之任何纏繞，一概與賣方無關。本物業之買賣交易一切依據本物業之臨時買賣合約及正式買賣合約載列的條款及條件進行。
The Vendor is not and will not be involved in any dispute between the Purchaser and any Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase of the Property.

3. 本聲明中文譯本僅供參考，如與英文文本有異，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署
Signed by the Purchaser

中介人簽署
Signed by the Intermediary

附件 5
Annex 5

關於並無中介人的聲明
Declaration Regarding No Intermediary

賣方 Vendor	盈君中心有限公司及 盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

The Purchaser hereby confirms and declares as follows :-

買方謹此確認及聲明如下：

1. 買方是到賣方的售樓處直接購買本物業並簽署本物業的臨時買賣合約，不經任何中介人參與。
The Purchaser attends the Vendor's sales office to purchase the Property and sign a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.
2. 除本物業的樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方收取任何費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何利益（不論是金錢或其他利益），買方應向廉政公署舉報。
The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
3. 如本文件之中英文文本有任何歧義，一概以英文文本為準。
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

買方簽署
Signed by the Purchaser

附件 6
Annex 6

有關樓宇維修單元的確認函
Acknowledgement Letter relating to Building Maintenance Unit

賣方 Vendor	盈君中心有限公司及 盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

本人／我們即下述簽署人，特此確認在本人／我們簽署本物業之臨時買賣合約（「臨時合約」）之前，本人／我們已清楚明白及接受以下事項及其所有影響：

I/We, the undersigned, hereby acknowledge and confirm that I/we understand and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property:

1. 根據發展項目的公共契約及管理協議（「公契」）的規定：

Pursuant to the Deed of Mutual Covenant incorporating Management Agreement (“**DMC**”) of the Development:

- (a) 管理人有權保養、維修、操作及安裝任何吊船及／或吊臂架及／或其他有關吊船操作、管理及保養的設備及裝置（「樓宇維修單元」）以進行清潔、檢查、保養及維修發展項目任何外部的任何部分，並有權在事先合理通知下（除緊急情況外）出入任何上空、外牆、幕牆、頂層天台、上層天台、天台、平台、通道及／或簷篷，藉以保養、維修、操作、組裝、移動、保留、存放及／或停泊樓宇維修單元。

The manager shall, have the right to maintain, repair, operate and install any gondola and/or davit arm and/or other equipment or device in connection with the operation, management and maintenance of the gondola (“**Building Maintenance Unit**”) to cleanse, inspect, maintain and repair any part of any exterior of the Development, and shall, on prior reasonable notice (except in an emergency), have access to any airspaces, external walls, curtain walls, top roofs, upper roofs, roofs, flat roofs, passages and/or canopy for the purposes of maintaining, repairing, operating, installing, moving, keeping, storing and/or parking the Building Maintenance Unit.

- (b) 業主不得在其平台及／或天台及／或不可圍封範圍及／或空調機範圍圍封或准許或容許圍封任何托架、外接頭或在使用樓宇維修單元所用或擬用的部件，亦不得在任何平台及／或天台及／或不可圍封範圍及／或空調機範圍作出或准許或容許任何行為以影響樓宇維修單元的操作。

The owner of any flat roof and/or roof and/or non-enclosed area and/or area for air-conditioning shall not enclose or cause or permit or suffer to be enclosed any brackets, sockets or parts used or intended to be used in connection with any Building Maintenance Unit, nor shall the Owner of any flat roof and/or roof and/or non-enclosed area and/or area for air-conditioning do or permit or suffer to be done anything which may affect the operation of the Building Maintenance Unit.

2. 本確認函並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約下賣方以其他裝置、裝修物料及設備代替本物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改發展項目及其任何部分之建築圖則及其他圖則設計，發展項目設計以政府相關部門最終批准為準。於買賣成交時，本物業將根據其時最新經批准的建築圖則交付予本人／我們。
This acknowledgement shall not prejudice the Preliminary Agreement nor the subsequent formal agreement for sale and purchase (the “**Agreement**”), including without limitation to the Vendor’s right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans and the generality of those rights. The Vendor reserves the right to alter the building plans and other plans of the Development or any part thereof. The design of the Development shall be subject to the final approval of the relevant government departments. The Property will be delivered to me/us at completion of the sale and purchase of the Property in accordance with the latest approved building plans as of the date of completion of the sale and purchase of the Property.
3. 本人／我們就此及對有關上述無任何反對，並不得因此或就此在本物業買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
I/We do not have any objection and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to or in connection with the above, whether before or after completion of the sale and purchase of the Property.
4. 並非本確認函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本確認函任何條款及條件或享有本確認函任何條款及條件之利益。
A person who is not a party to this acknowledgement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this acknowledgement.

本確認書之中文譯本僅供參考之用，如有差異，仍以英文本為準。

The Chinese translation of this acknowledgement is for reference only. In case of any discrepancy between the Chinese translation and the English version, the English version shall prevail.

買方簽署

Signed by the Purchaser

附件 7
Annex 7

有關天花假陣/跌級樓板/厚樓板的確認函
Acknowledgement Letter relating to the Bulkhead/Drop Slab/Thick Slab at Ceiling

賣方 Vendor	盈君中心有限公司及 盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證/護照/商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

本人/我們即下述簽署人，特此確認在本人/我們簽署本物業之臨時買賣合約之前，本人/我們已清楚明白及接受以下事項及其所有影響：

I/We, the undersigned, hereby acknowledge and confirm that I/we understand and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:

1. 本物業部份之天花將裝設假陣及/或跌級樓板及/或厚樓板，因此本物業的相關部份之淨空高度(即石屎地台面與天花假陣及/或跌級樓板及/或厚樓板之外露底之高度距離)有所不同。假陣及/或跌級樓板及/或厚樓板之位置及本物業的相關部份的淨空高度之資料在本函所附之本物業之局部平面圖(「**該平面圖**」)上顯示，僅供識別。標示於該平面圖上之本物業的相關部份之淨空高度並無將地面的裝修物料及天花假陣及/或跌級樓板及/或厚樓板的裝修物料的厚度納入計算之中，且因正常施工誤差及裝修物料厚薄不一，實際於本物業的相關部份量度得出之淨空高度可能會與標示於該平面圖上之淨空高度不同。
There will be bulkhead(s) and/or drop slab(s) and/or thick slab(s) installed at the ceiling of part(s) of the Property. As a result thereof, the headroom of the relevant part(s) of the Property (i.e. the height between the top surface of the structural slab of the floor and the exposed bottom surface of the bulkhead(s) and/or drop slab(s) and/or thick slab(s) at the ceiling) will vary. The location(s) of the said bulkhead(s) and/or drop slab(s) and/or thick slab(s) and the information on the headroom of the relevant part(s) of the Property are, for identification purpose only, shown on the part plan of the Property annexed hereto (“**Plan**”). The thickness of the finishes of the floor and the thickness of the finishes of the bulkhead(s) and/or drop slab(s) and/or thick slab(s) at the ceiling has not been taken into account in the calculation of the said headroom of the relevant part(s) of the Property as shown on the Plan. Furthermore, due to the normal construction deviation and variation in the thickness of the finishes, there may be a difference between the headroom of the relevant part(s) of the actual Property obtained by taking measurements inside the actual Property and the headroom as shown on the Plan.
2. 賣方保留權利，根據最新經批准的建築圖則不時更改、修訂和修改本物業的假陣及/或跌級樓板及/或厚樓板或其任何部份的尺寸、高度及位置及本物業任何部份之淨空高度。
The Vendor reserves the right to alter, amend and change the size(s), height(s) and location(s) of the bulkhead(s) and/or drop slab(s) and/or thick slab(s) of the Property or any part(s) thereof and the headroom of any part(s) of the Property according to the latest approved building plans from time to time.

3. 任何擬對最新經批准的建築圖則之更改 (包括本物業任何部分之淨空高度) 受制於屋宇署的批准。於買賣成交時，本物業將根據其時最新經批准的建築圖則交付予本人／我們。
Any proposed amendment(s) to the latest approved building plans of the Property (including the headroom of any part(s) of the Property) is subject to the approval of the Building Authority. The Property will be delivered to me/us at completion of the sale and purchase of the Property in accordance with the latest approved building plans as of the date of completion of the sale and purchase of the Property.
4. 本人／我們就此及對有關上述無任何反對，並不得因此或就此在本物業買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
I/We do not have any objection and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to or in connection with the above, whether before or after completion of the sale and purchase of the Property.

本確認書之中文譯本僅供參考之用，如有差異，仍以英文本為準。

In case of any discrepancy between the Chinese translation and the English version, the English version shall prevail.

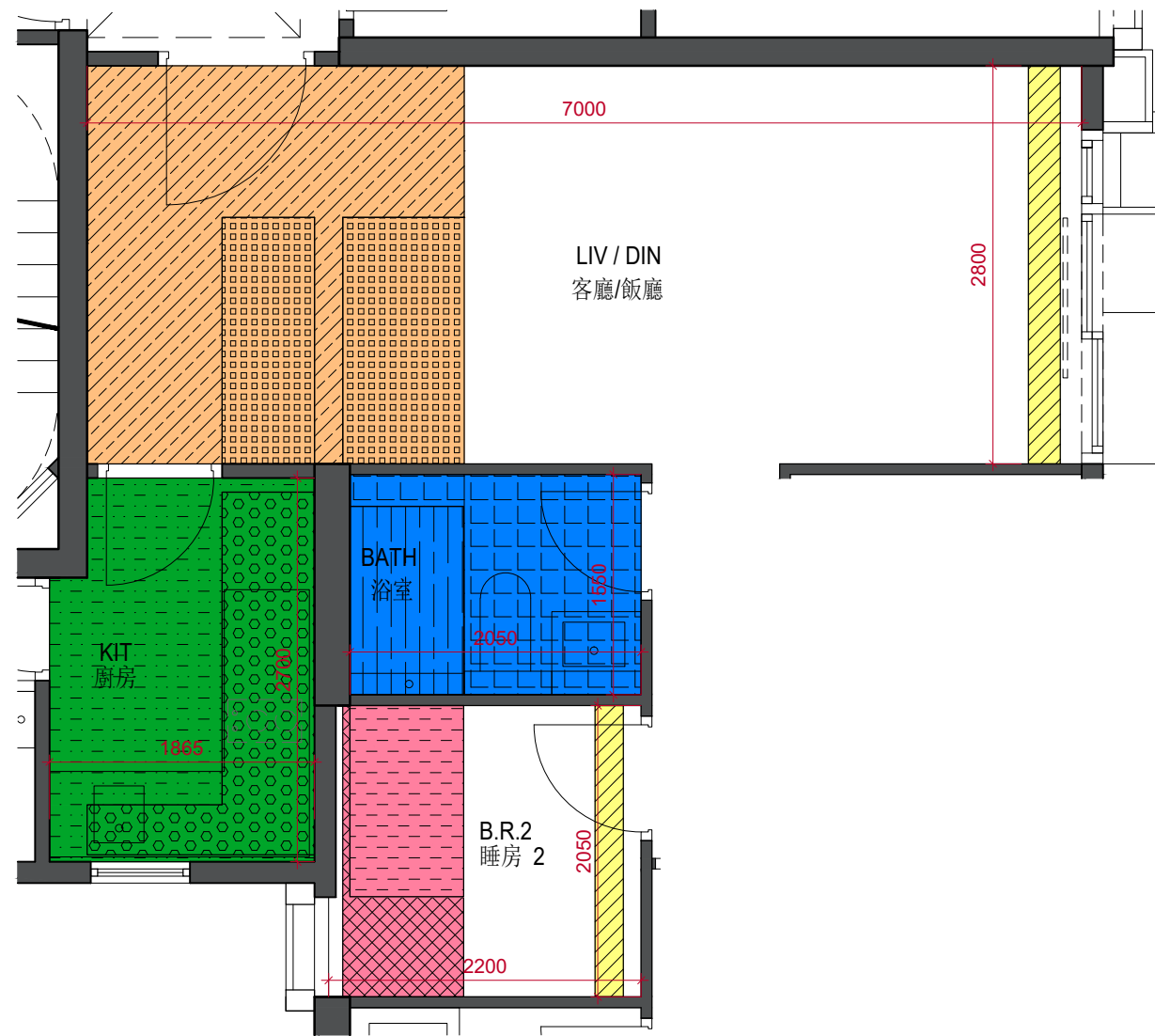
買方簽署

Signed by the Purchaser

TOWER A1 - 29/F - UNIT A 第A1座 29樓 A單位

(KITCHEN, LIVING ROOM, AND DINING ROOM) (廚房, 客廳及飯廳)
 (BATHROOM AND BEDROOM 2) (浴室及睡房 2)

HEADROOM
 淨空高度



(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2800 mm #
(PATTERN B) (圖案 B)		BULKHEAD 2	假陣 2	2850mm #
(PATTERN C) (圖案 C)		BULKHEAD 2A (WHICH COVERS DROP SLAB 3000 mm#)	假陣 2A (覆蓋 跌級樓板 3000 mm#)	2850 mm #
(PATTERN D) (圖案 D)		BULKHEAD 3	假陣 3	2400 mm #
(PATTERN E) (圖案 E)		BULKHEAD 3A (WHICH COVERS DROP SLAB 3000 mm#)	假陣 3A (覆蓋 跌級樓板 3000 mm#)	2400 mm #
(PATTERN F) (圖案 F)		BULKHEAD 4	假陣 4	3000 mm #
(PATTERN G) (圖案 G)		DROP SLAB 1	跌級樓板 1	3000 mm #
(PATTERN H) (圖案 H)		BULKHEAD 5	假陣 5	2375 mm #
(PATTERN J) (圖案 J)		BULKHEAD 5A (WHICH COVERS DROP SLAB 3000mm#)	假陣 5A (覆蓋 跌級樓板 3000mm#)	2375 mm #

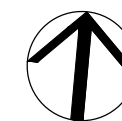
FOR IDENTIFICATION ONLY
 僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
 PLAN ARE IN MILLIMETERS
 註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
 高臨

350 NATHAN ROAD
 彌敦道350號

Scale 比例:
 Metres/米

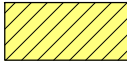
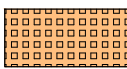


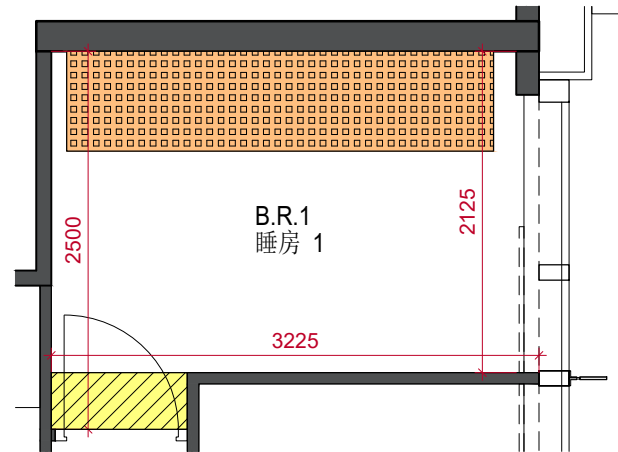
THE HEIGHT BETWEEN THE TOP SURFACE OF THE
 STRUCTURAL SLAB OF THE FLOOR AND THE
 BOTTOM SURFACE OF THE BULKHEAD AND / OR
 DROP SLAB AND / OR THICK SLAB AT THE CEILING
 石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A1 - 29/F - UNIT C
(BEDROOM 1)

第A1座 29樓 C單位
(睡房 1)

HEADROOM
淨空高度

(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2700 mm #
(PATTERN B) (圖案 B)		DROP SLAB 1	跌級樓板 1	2975 mm #

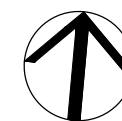
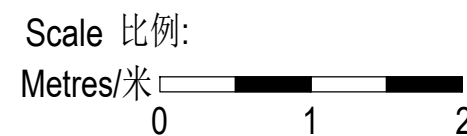


FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號



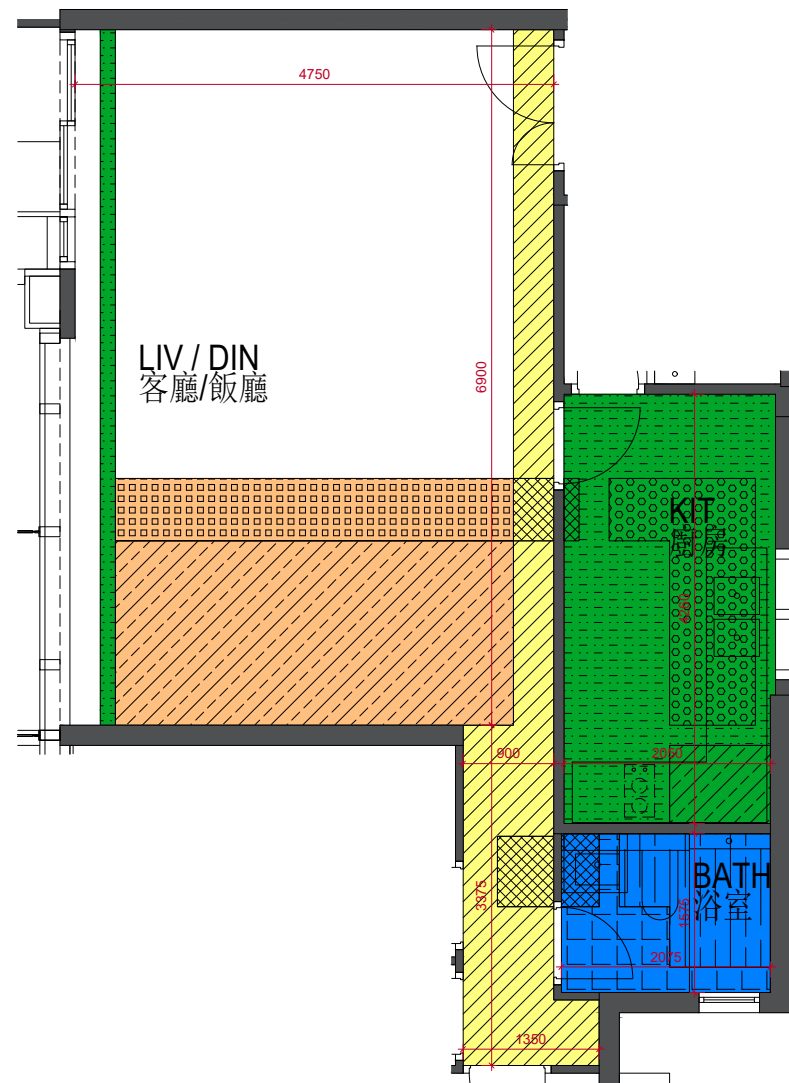
THE HEIGHT BETWEEN THE TOP SURFACE OF THE
STRUCTURAL SLAB OF THE FLOOR AND THE
BOTTOM SURFACE OF THE BULKHEAD AND / OR
DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A2 - 30/F - UNIT A

(LIVING ROOM, AND DINING ROOM)
(KITCHEN, BATH)

第A2座 30樓 A單位

(客廳及飯廳, 廚房, 浴室)



				HEADROOM 淨空高度
(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2500 mm #
(PATTERN B) (圖案 B)		BULKHEAD 1A (WHICH COVERS DROP SLAB 3000mm#)	假陣 1A (覆蓋 跌級樓板 3000mm#)	2500 mm #
(PATTERN C) (圖案 C)		BULKHEAD 2	假陣 2	3000 mm #
(PATTERN D) (圖案 D)		DROP SLAB 1	跌級樓板 1	3000 mm #
(PATTERN E) (圖案 E)		BULKHEAD 3	假陣 3	2400 mm #
(PATTERN F) (圖案 F)		BULKHEAD 3A (WHICH COVERS DROP SLAB 3000mm#)	假陣 3A (覆蓋 跌級樓板 3000mm#)	2400 mm #
(PATTERN G) (圖案 G)		BULKHEAD 3B (WHICH COVERS DROP SLAB 2900mm#)	假陣 3B (覆蓋 跌級樓板 2900mm#)	2400 mm #
(PATTERN H) (圖案 H)		BULKHEAD 3C (WHICH COVERS DROP SLAB 2850mm#)	假陣 3C (覆蓋 跌級樓板 2850mm#)	2400 mm #
(PATTERN J) (圖案 J)		BULKHEAD 4	假陣 4	2550 mm #
(PATTERN K) (圖案 K)		BULKHEAD 4A (WHICH COVERS DROP SLAB 3000mm#)	假陣 4A (覆蓋 跌級樓板 3000mm#)	2550 mm #
(PATTERN L) (圖案 L)		BULKHEAD 4B (WHICH COVERS DROP SLAB 2850mm#)	假陣 4B (覆蓋 跌級樓板 2850mm#)	2550 mm #

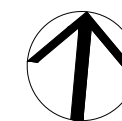
FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號

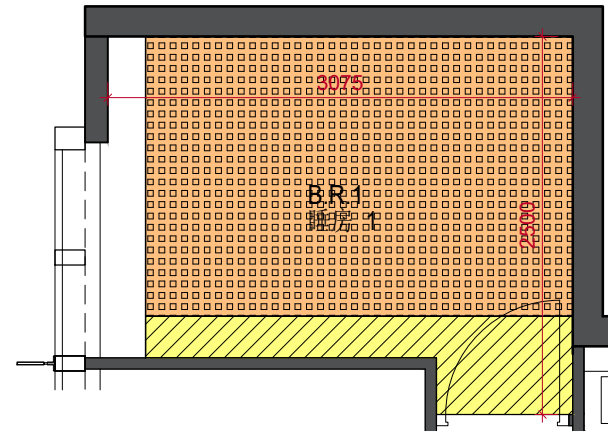
Scale 比例:
Metres/米



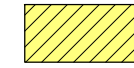
THE HEIGHT BETWEEN THE TOP SURFACE OF THE
STRUCTURAL SLAB OF THE FLOOR AND THE
BOTTOM SURFACE OF THE BULKHEAD AND / OR
DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A2 - 30/F - UNIT C
(BEDROOM 1)

第A2座 30樓 C單位
(睡房 1)



(PATTERN A)
(圖案 A)



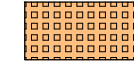
BULKHEAD 1

假陣 1

HEADROOM
淨空高度

2500 mm #

(PATTERN B)
(圖案 B)



DROP SLAB 1

跌級樓板 1

2950 mm #

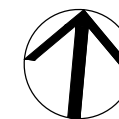
FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號

Scale 比例:
Metres/米



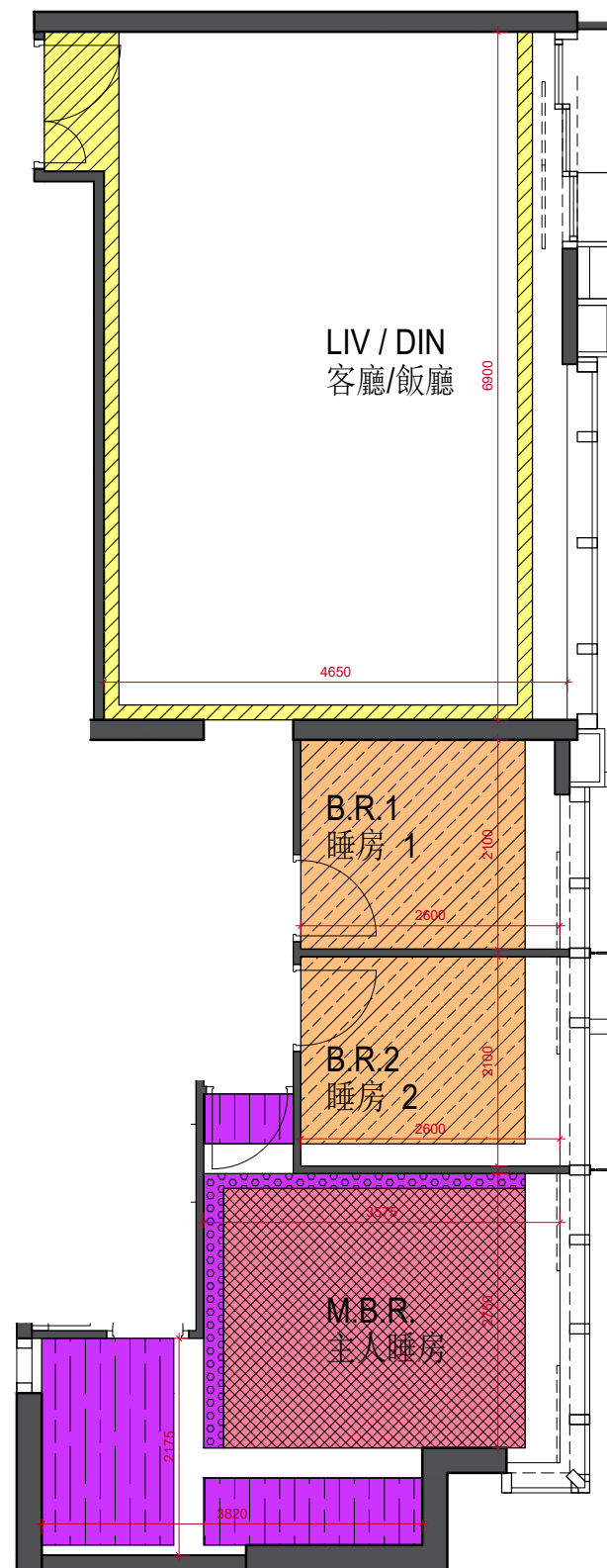
THE HEIGHT BETWEEN THE TOP SURFACE OF THE
STRUCTURAL SLAB OF THE FLOOR AND THE
BOTTOM SURFACE OF THE BULKHEAD AND / OR
DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A1 - 30/F - UNIT A

(LIVING ROOM, AND DINING ROOM)
(BEDROOM 1, BEDROOM 2)
(MASTER BEDROOM)

第A1座 30樓 A單位

(客廳及飯廳, 睡房 1, 睡房 2)
(主人睡房)



HEADROOM 淨空高度

(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2400 mm #
(PATTERN B) (圖案 B)		BULKHEAD 1A (WHICH COVERS DROP SLAB 2950mm#)	假陣 1A (覆蓋 跌級樓板 2950mm#)	2400 mm #
(PATTERN C) (圖案 C)		DROP SLAB 1	跌級樓板 1	2950 mm #
(PATTERN D) (圖案 D)		BULKHEAD 5 (WHICH COVERS DROP SLAB 2925mm#)	假陣 5 (覆蓋 跌級樓板 2925mm#)	2500 mm #
(PATTERN E) (圖案 E)		BULKHEAD 5A (WHICH COVERS DROP SLAB 2950mm#)	假陣 5A (覆蓋 跌級樓板 2950mm#)	2500 mm #
(PATTERN F) (圖案 F)		DROP SLAB 2	跌級樓板 2	2925 mm #

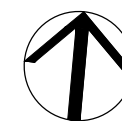
FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

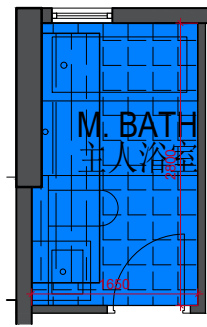
TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號

Scale 比例:
Metres/米



THE HEIGHT BETWEEN THE TOP SURFACE OF THE
STRUCTURAL SLAB OF THE FLOOR AND THE
BOTTOM SURFACE OF THE BULKHEAD AND / OR
DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離



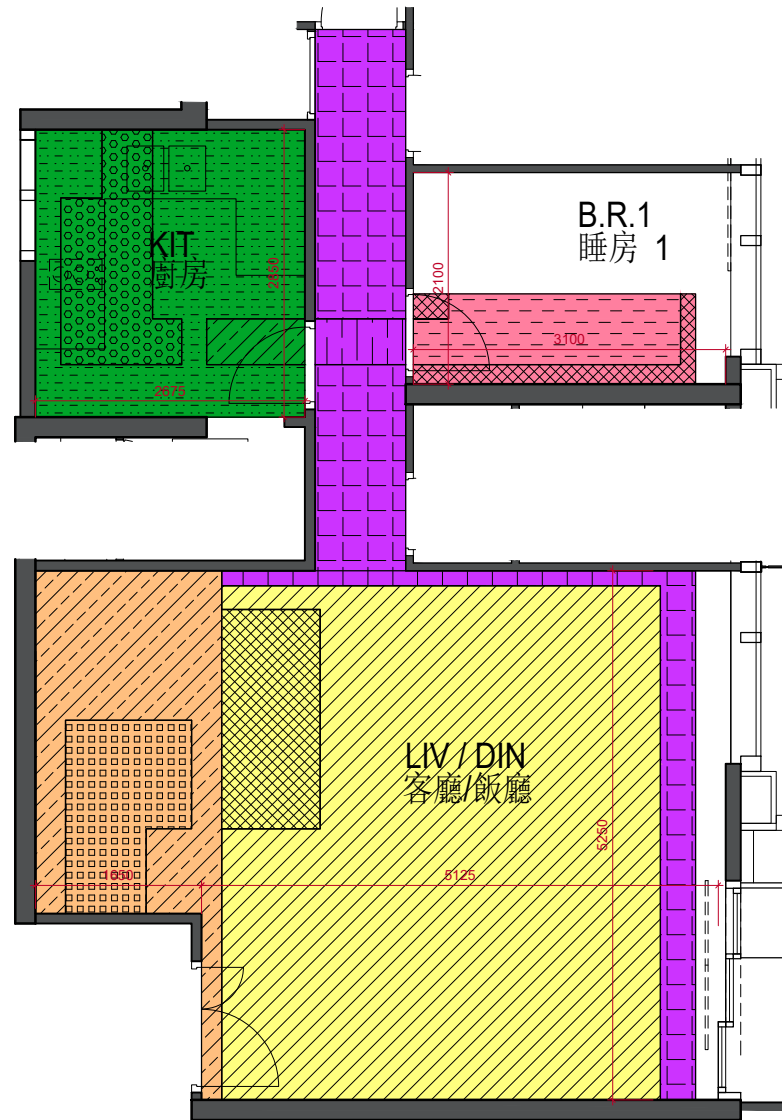
TOWER A1 - 30/F - UNIT B

(LIVING ROOM, AND DINING ROOM)
(KITCHEN, BEDROOM 1, M.BATH)

第A1座 30樓 B單位

(客廳及飯廳, 廚房, 睡房 1)
(主人浴室)

HEADROOM
淨空高度



(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2975 mm #
(PATTERN B) (圖案 B)		DROP SLAB 1	跌級樓板 1	2975 mm #
(PATTERN C) (圖案 C)		BULKHEAD 2	假陣 2	2500 mm #
(PATTERN D) (圖案 D)		BULKHEAD 2A (WHICH COVERS DROP SLAB 2975mm#)	假陣 2A (覆蓋 跌級樓板 2975mm#)	2500 mm #
(PATTERN E) (圖案 E)		BULKHEAD 3	假陣 3	2400 mm #
(PATTERN F) (圖案 F)		BULKHEAD 3A (WHICH COVERS DROP SLAB 2925mm#)	假陣 3A (覆蓋 跌級樓板 2925mm#)	2400 mm #
(PATTERN G) (圖案 G)		BULKHEAD 3B (WHICH COVERS DROP SLAB 3000mm#)	假陣 3B (覆蓋 跌級樓板 3000mm#)	2400 mm #
(PATTERN H) (圖案 H)		BULKHEAD 4	假陣 4	3000 mm #
(PATTERN J) (圖案 J)		DROP SLAB 2	跌級樓板 2	3000 mm #
(PATTERN K) (圖案 K)		BULKHEAD 5	假陣 5	2550 mm #
(PATTERN L) (圖案 L)		BULKHEAD 5A (WHICH COVERS DROP SLAB 3000mm#)	假陣 5A (覆蓋 跌級樓板 3000mm#)	2550 mm #
(PATTERN M) (圖案 M)		BULKHEAD 6	假陣 6	2400 mm #
(PATTERN N) (圖案 N)		BULKHEAD 6A (WHICH COVERS DROP SLAB 3000mm#)	假陣 6A (覆蓋 跌級樓板 3000mm#)	2400 mm #

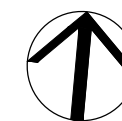
FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號

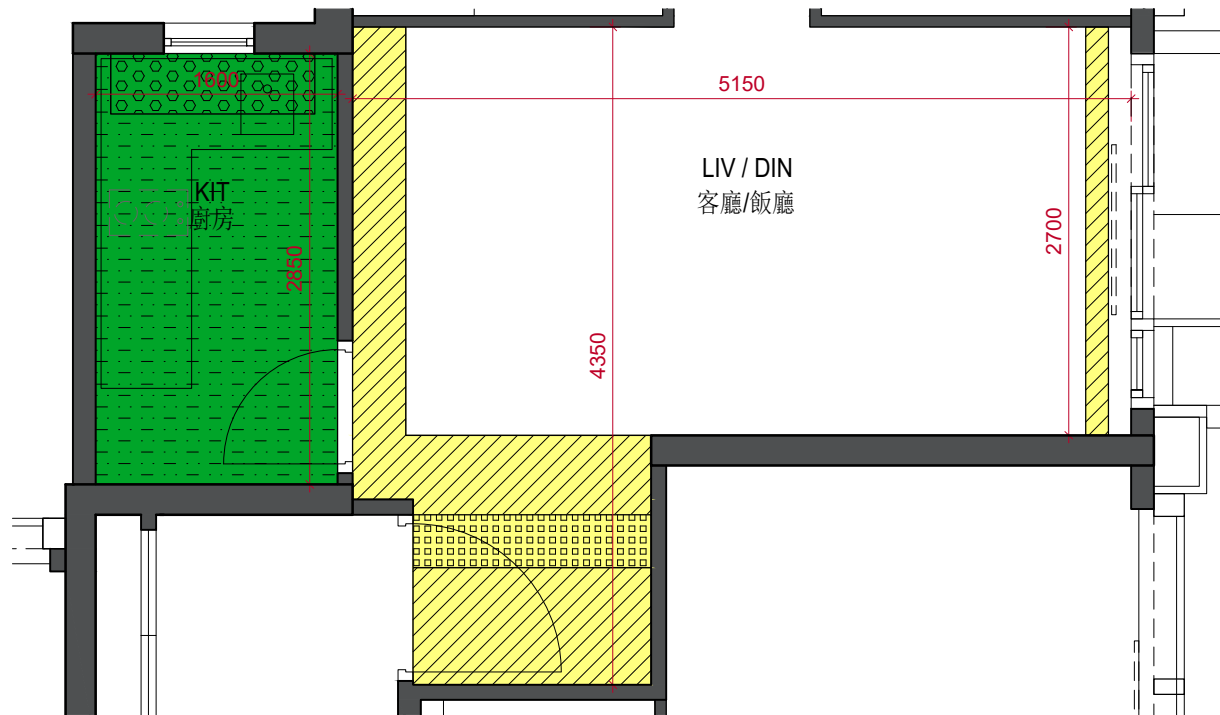
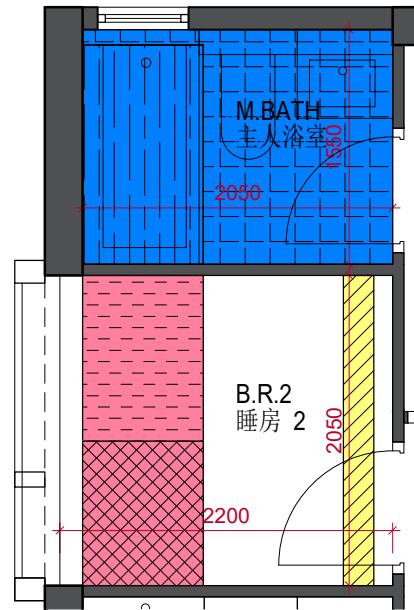
Scale 比例:
Metres/米 0 1 2



THE HEIGHT BETWEEN THE TOP SURFACE OF THE
STRUCTURAL SLAB OF THE FLOOR AND THE
BOTTOM SURFACE OF THE BULKHEAD AND / OR
DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A1 - 29/F - UNIT D 第A1座 29樓 D單位

(KITCHEN, LIVING ROOM, AND DINING ROOM) (廚房, 客廳及飯廳)
 (MASTER BATHROOM AND BEDROOM 2) (主人浴室及睡房 2)

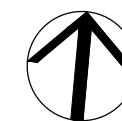
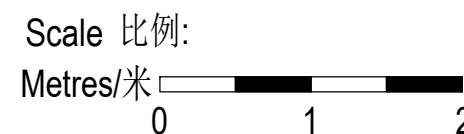


FOR IDENTIFICATION ONLY
 僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
 PLAN ARE IN MILLIMETERS
 註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
 高臨

350 NATHAN ROAD
 彌敦道350號



HEADROOM 淨空高度

(PATTERN A) (圖案 A)		BULKHEAD 1	假陣 1	2800 mm #
(PATTERN B) (圖案 B)		BULKHEAD 1A (WHICH COVERS DROP SLAB 3000mm#)	假陣 1A (覆蓋 跌級樓板 3000mm#)	2800 mm #
(PATTERN C) (圖案 C)		BULKHEAD 2	假陣 2	2400 mm #
(PATTERN D) (圖案 D)		BULKHEAD 2A (WHICH COVERS DROP SLAB 3000mm#)	假陣 2A (覆蓋 跌級樓板 3000mm#)	2400 mm #
(PATTERN E) (圖案 E)		BULKHEAD 3	假陣 3	3000 mm #
(PATTERN F) (圖案 F)		DROP SLAB 1	跌級樓板 1	3000 mm #
(PATTERN G) (圖案 G)		BULKHEAD 4	假陣 4	2375 mm #
(PATTERN H) (圖案 H)		BULKHEAD 4A (WHICH COVERS DROP SLAB 3000mm#)	假陣 4A (覆蓋 跌級樓板 3000mm#)	2375 mm #

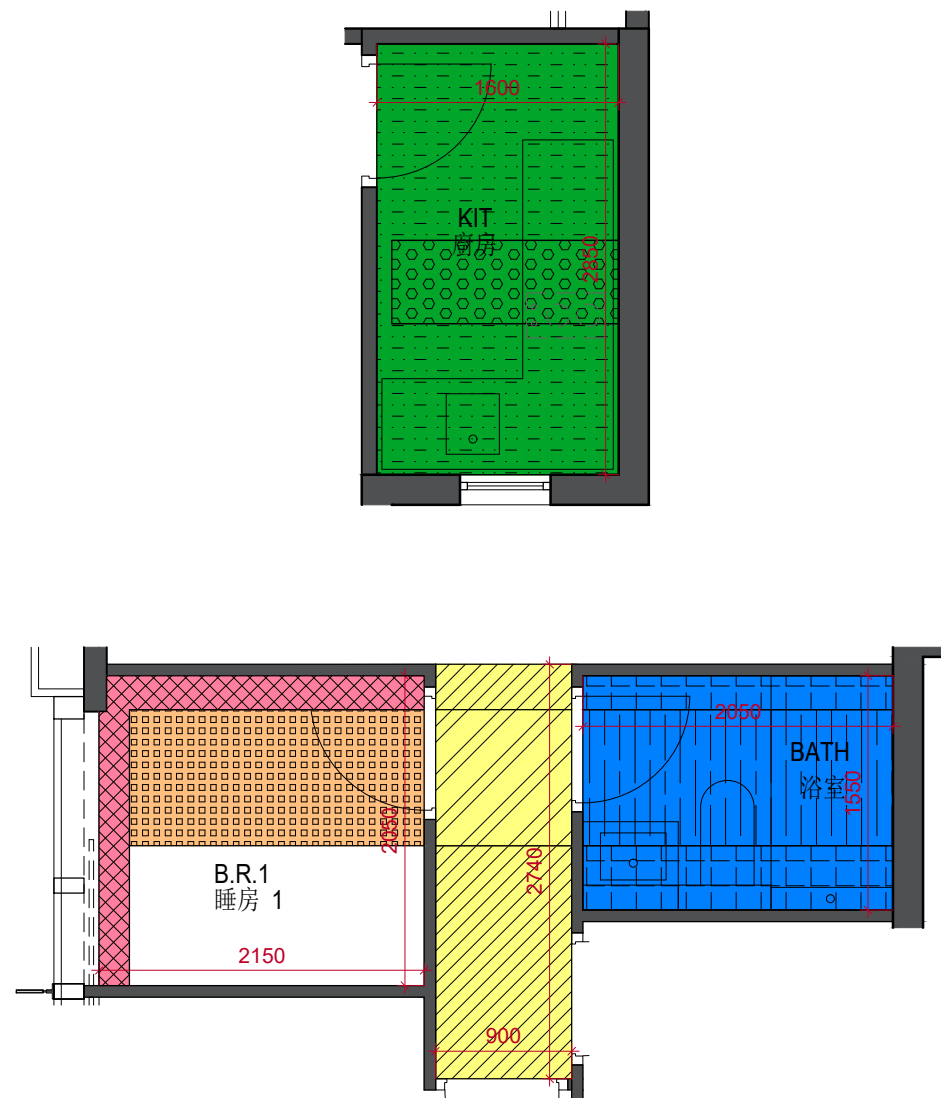
THE HEIGHT BETWEEN THE TOP SURFACE OF THE
 STRUCTURAL SLAB OF THE FLOOR AND THE
 BOTTOM SURFACE OF THE BULKHEAD AND / OR
 DROP SLAB AND / OR THICK SLAB AT THE CEILING
 石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

TOWER A2 - 29/F - UNIT A

第A2座 29樓 A單位

(KITCHEN)
(BATHROOM AND BEDROOM 1)

(廚房)
(浴室及睡房 1)



HEADROOM 淨空高度

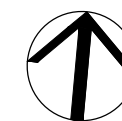
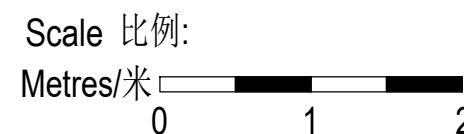
Pattern	Material	Chinese Name	Headroom
(PATTERN A) (圖案 A)	BULKHEAD 1	假陣 1	2500 mm #
(PATTERN B) (圖案 B)	BULKHEAD 1A (WHICH COVERS DROP SLAB 2975mm#)	假陣 1A (覆蓋 跌級樓板 2975mm#)	2500 mm #
(PATTERN C) (圖案 C)	DROP SLAB 1	跌級樓板 1	2975 mm #
(PATTERN D) (圖案 D)	BULKHEAD 3	假陣 3	2400 mm #
(PATTERN E) (圖案 E)	BULKHEAD 3A (WHICH COVERS DROP SLAB 3000mm#)	假陣 3A (覆蓋 跌級樓板 3000mm#)	2400 mm #
(PATTERN F) (圖案 F)	BULKHEAD 4	假陣 4	2800 mm #
(PATTERN G) (圖案 G)	BULKHEAD 5	假陣 5	2375 mm #
(PATTERN H) (圖案 H)	BULKHEAD 5A (WHICH COVERS DROP SLAB 2975mm#)	假陣 5A (覆蓋 跌級樓板 2975mm#)	2375 mm #

FOR IDENTIFICATION ONLY
僅供識別

NOTE: THE DIMENSIONS STATED IN THE ABOVE
PLAN ARE IN MILLIMETERS
註: 上圖所示尺寸均以毫米為單位

TOPSIDE RESIDENCES
高臨

350 NATHAN ROAD
彌敦道350號



THE HEIGHT BETWEEN THE TOP SURFACE OF THE STRUCTURAL SLAB OF THE FLOOR AND THE BOTTOM SURFACE OF THE BULKHEAD AND / OR DROP SLAB AND / OR THICK SLAB AT THE CEILING
石屎地台面與天花假陣及/或跌級樓板及/或厚樓板底之高度距離

附件 8
Annex 8

有關開放式廚房的確認函
Acknowledgement Letter regarding Open Kitchen

賣方 Vendor	盈君中心有限公司 及 盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

本人/我們即下述簽署人，特此確認在本人/我們簽署本物業之臨時買賣合約（「臨時合約」）之前，本人/我們已清楚明白及接受以下事項及其所有影響：

I/We, the undersigned, hereby acknowledge and confirm that I/we understand and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property:

- 按照發展項目之公共契約及管理協議（「公契」）的最新擬稿規定，本物業的業主除了須遵守其他規定外，亦須自費遵守及履行《消防安全管理計劃》（Fire Safety Management Plan）（按公契所定義）及其任何其他修訂，以及管理人不時就《消防安全管理計劃》或其實施而發出或給予的任何補充、指引或指示，並須促使及安排本物業之租客、被許可人及/或佔用人遵守及履行上述的規定；及
Under the latest draft of the Deed of Mutual Covenant incorporating Management Agreement (“**DMC**”) in respect of the Development, the Owner of the Property shall, among other things, at his own costs and expenses, observe and comply with the Fire Safety Management Plan (as defined in the DMC), and any other revisions thereof and any supplement, guideline or direction that may be issued or given by the Manager from time to time relating to the Fire Safety Management Plan and its implementation, and shall procure and cause the tenants, licensees and/or occupants of the Property to observe and comply with the same; and
- 本人/我們確認於簽訂本物業的臨時合約前，已獲告知本物業屬於開放式廚房單位（按公契所定義），並獲建議 (i) 細閱 (a) 公契的最新擬稿及 (b) 整套《消防安全管理計劃》（本人/我們明白其受制於相關政府部門不時作出或批准的更改或修訂）（(a) 及 (b) 兩者均於售樓處有所提供以供查閱）及 (ii) 就 (a) 及 (b) 文件及開放式廚房單位之詳情尋求專業意見。
Before entering into the Preliminary Agreement of the Property, I/ we have been informed that the Property is an Open Kitchen Unit (as defined in the DMC), and I/we have been advised to (i) peruse (a) the latest draft of the DMC and (b) the whole set of the Fire Safety Management Plan (which I/we understand is subject to any variation or amendment as may from time to time be made or approved by the relevant Government department(s)) (both of (a) and (b) are available for inspection at the sales office) and (ii) seek professional advice for details of both documents (a) and (b) and the Open Kitchen Unit.

3. 本人/我們同意購入本物業時已完全知悉此確認函之契諾、責任、條文和限制，並將完全遵守及履行該等契諾、責任、條文和限制。I/We have agreed to purchase the Property with full knowledge of the covenants, obligations, provisions and restrictions mentioned in this acknowledgement and shall fully observe and comply with the same.
4. 本人/我們須自費維護及保養開放式廚房單位內的消防裝置(按公契所定義)使其處於良好狀況和自費遵守及履行以下條款：
I/We shall keep and maintain the Fire Service Installations for Open Kitchen Units (as defined in the DMC) in good condition at my/our own costs and expenses and comply with the following conditions at my/our sole cost and expense:
- (a) 在本物業內提供的可定位及配置聲響警報基座的多感應器煙霧偵測器及在本物業外的電梯大堂提供的可定位煙霧偵測器不可被拆除或阻塞；
addressable multi-sensor smoke detectors with sounder-base provided inside the Property and addressable smoke detectors at the lift lobby outside the Property shall not be removed or obstructed
 - (b) 在本物業開放式廚房內所提供的消防花灑頭不可被拆除或阻塞；
sprinkler head provided in the open kitchen of the Property shall not be removed or obstructed;
 - (c) 相鄰本物業的出口門的防火等級不低於 -/30/30 的全高度牆壁不可被拆除；
the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Property shall not be removed;
 - (d) 在本物業大門的自動關門裝置不可被拆除；
self-closing devices at the main entrance door of the Property shall not be removed;
 - (e) 上述 (4)(a) 至 (4)(b) 段的消防裝置須受由管理人委任並已於消防處註冊的消防裝置承辦商(「註冊消防裝置承辦商」)進行年度檢查，費用及開支由本人/我們承擔；
The Fire Service Installations mentioned in paragraphs 4(a) to 4(b) above shall be subject to annual check at my/our own cost and expense conducted by the fire services installation contractor(s) registered with the Fire Services Department appointed by the Manager (“RFSIC”);
 - (f) 本人/我們須容許，並促使及安排本物業之租客、被許可人及/或佔用人容許註冊消防裝置承辦商進入本物業，以對本物業內上述 (4)(a) 至 (4)(b) 段的相關開放式廚房單位內的消防裝置進行年度檢查、保養及巡查及(如有需要)進行工程；及
I/We shall allow access and shall procure and cause the tenants, licensees and/or occupants of the Property to allow access for the RFSIC to carry out annual check, maintenance and inspection of and (if required) carry out works to the relevant Fire Service Installations for Open Kitchen Units mentioned in paragraphs 4(a) to 4(b) above in the Property; and
 - (g) 本物業內的開放式廚房單位內的消防裝置之保養及檢查工程須由註冊消防裝置承辦商進行，註冊消防裝置承辦商須負責發出相關保養證書以證明已進行上述保養及檢查工程，費用及開支由本人/我們承擔。
Maintenance and inspection work of the Fire Service Installations for Open Kitchen Units in the Property shall be carried out, at my/our own cost and expense, by the RFSIC who shall be responsible for issuance of the relevant maintenance certificate to prove that such maintenance and inspection work have been carried out.
5. 本人/我們會容許，並促使及安排本物業之租客、被許可人及/或佔用人容許管理人及/或註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後，聯同或不聯同測量人員、工人及其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業，藉以對本物業內的開放式廚房單位內的消防裝置進行保養、年度檢查及巡查及(如有需要)進行工程(費用及開支由本人/我們承擔)。
I/We shall allow and shall procure and cause the tenants, licensees and/or occupants of the Property to allow the Manager and/or the RFSIC to enter into the Property with or without surveyors, workmen and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) to carry out maintenance, annual check and inspection of and (if required) carry out works to the Fire Service Installations for Open Kitchen Units in the Property (at my/our own cost and expense).

6. 若本人/我們放棄管有本物業時，本人/我們會促使租客、被許可人及/或佔用人(視情況而定)遵守《消防安全管理計劃》，尤其是本確認函所列的消防安全條文，並將其列為相關合約(如有)的一項條件。
In the event that I/we part with possession of the Property, I/we shall procure the tenants, licensees and/or occupants (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).
7. 本人/我們會應要求承擔管理人及/或註冊消防裝置承辦商對本物業內的開放式廚房單位內的消防裝置進行保養、年度檢查及巡查及(如有需要)進行工程所產生的費用及開支。為免疑問，該等保養、年度檢查及巡查及(如有需要)進行工程之費用及開支並不構成管理費的一部分。
The costs and expenses incurred by the Manager and/or the RFSIC for the maintenance, annual check and inspection of and (if required) works to the Fire Service Installations for Open Kitchen Units in the Property shall be borne by me/us on demand. For the avoidance of doubt, such costs and expenses for the maintenance, annual check and inspection of and (if required) works to the Fire Service Installations for Open Kitchen Units in the Property do not form part of the management fees.
8. 賣方保留權利不時修訂《消防安全管理計劃》或其任何部分。
The Vendor reserves the right to amend the Fire Safety Management Plan or any part thereof from time to time.
9. 本確認函並不影響臨時合約及其後之正式買賣合約(「買賣合約」)，包括(但不限於)買賣合約下賣方以其他裝置、裝修物料及設備代替本物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改發展項目及其任何部分之建築圖則及其他圖則設計，發展項目設計以政府相關部門最終批准為準。於買賣成交時，本物業將根據其時最新經批准的建築圖則交付予本人/我們。
This acknowledgement shall not prejudice the Preliminary Agreement nor the subsequent formal agreement for sale and purchase (the “Agreement”), including without limitation to the Vendor’s right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans and the generality of those rights. The Vendor reserves the right to alter the building plans and other plans of the Development or any part thereof. The design of the Development shall be subject to the final approval of the relevant government departments. The Property will be delivered to me/us at completion of the sale and purchase of the Property in accordance with the latest approved building plans as of the date of completion of the sale and purchase of the Property.
10. 本人/我們確認對上述事項無任何反對，並不得因此或就此在本物業買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
I/We acknowledge that I/we do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to or in connection with the above, whether before or after completion of the sale and purchase of the Property.
11. 並非本確認函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本確認函任何條款及條件或享有本確認函任何條款及條件之利益。
A person who is not a party to this acknowledgement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this acknowledgement.
12. 如本確認函與公契/《消防安全管理計劃》有任何歧義，一切以公契/《消防安全管理計劃》為準。
In the event of any conflict or discrepancy between this acknowledgement and the DMC/Fire Safety Management Plan, the DMC/Fire Safety Management Plan shall prevail.

本人/我們 確認及聲明本人/ 我們同意購入本物業時已完全知悉並接受和同意上述事項。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above.

本確認書之中文譯本僅供參考之用，如有差異，仍以英文本為準。

The Chinese translation of this acknowledgement is for reference only. In case of any discrepancy between the Chinese translation and the English version, the English version shall prevail.

買方簽署

Signed by the Purchaser

附件 9
Annex 9

提前付清樓價現金回贈確認函
Acknowledgement Letter regarding Early Settlement Cash Rebate

賣方 Vendor	盈君中心有限公司及盈君旅業有限公司 Surplus King Centre Limited and Surplus King Hotel Enterprises Limited
發展項目名稱 Name of Development	高臨 Topside Residences
本物業 Property	詳見要約表格 Please see the Offer Form
買方 Purchaser	
身份證／護照／商業登記證號碼 I.D. / Passport / B.R. No.	
日期 Date	

- 於簽署本函同時，賣方與買方簽立本物業之臨時買賣合約（「**臨時合約**」）。買方享有提前付清樓價現金回贈（「**現金回贈**」），唯受本函條款及條件規限。
Upon the signing of this Letter, the Vendor and the Purchaser entered into the Preliminary Agreement for Sale and Purchase in respect of the Property (the “**Preliminary Agreement**”) simultaneously. The Purchaser is entitled to the Early Settlement Cash Rebate (the “**Cash Rebate**”), subject to the terms and conditions herein.
- 買方須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立本物業的正式買賣合約（「**正式合約**」）。
The Purchaser shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “**Agreement**”) within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions of the Preliminary Agreement.
- 如買方提前在下述日期付清所有本物業之樓價餘款及在所有方面履行和遵守本物業之臨時合約及其後之正式合約內一切的條款及條件（必須嚴格遵行所有時間限制），則賣方將依本函所列的條件及條款回贈相等於以下樓價百分比之現金回贈：
If the Purchaser shall pay the balance of the purchase price in full on or before the below specified date and perform and observe in all respects the terms and conditions of the PASP and the Agreement (in respect of which time shall be of the essence), the Vendor will provide a Cash Rebate to the Purchaser in the amount equivalent to the below percentage of the purchase price subject to the terms and conditions herein contained :-

按以下日期提前付清所有樓價之現金回贈百分比
Amount of Cash Rebate for early full payment of purchase price

付清樓價日期 Date of full payment of purchase price	現金回贈金額 Amount of Cash Rebate Amount
簽署臨時合約的日期後 121 日至 180 日期間內 Within the period of 121 days to 180 days after the signing of the PASP	樓價 4% 4% of purchase price
簽署臨時合約的日期後 181 日至 300 日期間內 Within the period of 181 days to 300 days after the signing of the PASP	樓價 2% 2% of purchase price

4. 儘管上述另有規定，假如擬提前付清樓價的日期不早於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出書面通知的日期，買方則無權申請，而賣方亦無須支付該現金回贈。
Notwithstanding anything stated hereinabove, if the intended date of early settlement of the purchase price in full is not earlier than the date of notification by the Vendor to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, then the Purchaser is/are not entitled to apply for, and the Vendor is not obliged to pay, the Cash Rebate.
5. 買方須於擬定提前付清樓價餘款的日期前最少30日以書面通知賣方向賣方申請現金回贈。如買方符合取得現金回贈的條件，賣方會在收到買方申請並確認有關資料無誤後，將現金回贈直接用作支付買方應繳付之部份樓價餘額。
The Purchaser shall apply to the Vendor in writing for the Cash Rebate at least 30 days before the proposed date of early settlement of balance of purchase price. If the Purchaser is eligible to the Cash Rebate, the Vendor will, after receipt the application from the Purchaser and verification the information therein, apply the Cash Rebate towards part payment of the balance of the purchase price payable by the purchaser directly.
6. 上述之現金回贈為買方個人專有，買方無權轉讓或轉移現金回贈予任何第三方。無論賣方是否支付現金回贈予買方，買方仍必須履行和遵守臨時合約及正式合約內一切的條款與條件，並依其條款及條件完成本物業之買賣。
The Cash Rebate is personal and exclusive to the Purchaser who shall have no right to assign or transfer the Cash Rebate to a third party. Whether or not the Vendor pays the Cash Rebate to the Purchaser, the Purchaser shall still be obliged to perform and comply with all the terms and conditions of the PASP and the ASP and to complete the sale and purchase of the Property in accordance with the terms and condition contained therein.
7. 一旦買方未能遵守、履行或遵從本函附帶條款、臨時合約及正式合約內任何條款或條件，現金回贈即告自動失效而賣方有權撤銷現金回贈／或要求退還現金回贈，且不影響賣方在臨時合約、正式合約或法律上之其他權利與申索。買方只可就本函向賣方提出損害賠償之申索。
In the event that the Purchaser fails to observe, perform or comply with any of the terms and conditions contained herein, the PASP and the ASP, the Cash Rebate shall cease to have effect and lapse automatically and the Vendor shall be entitled to withdraw the payment of the Cash Rebate forthwith and/or ask for refund of the Cash Rebate without prejudice to the Vendor's other rights and claims under the PASP and the ASP or at law. Any claim that the Purchaser may have under or in relation to or in connection with this letter shall be a claim against the Vendor for damages only.
8. 本函中的時間規定須嚴格遵守。
Time shall be of the essence of this letter.
9. 本函獨立於臨時合約及正式合約，其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或買方之責任、權利或補償。倘賣方未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而買方仍有責任遵守及履行臨時合約及正式合約所有條款及條件並受其約束。
This letter is independent of the PASP and the ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or the Purchaser under the PASP or the ASP. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and ASP.
10. 與本函任何條款有關的任何爭議，概由賣方享有最終決定權。
In case of any dispute in relation to any terms and conditions of this letter, the Vendor shall have the right of final decision.
11. 儘管本函的某條款看來是賦予任何非本函一方的人士一項利益，非本函一方的人士無權根據《合約（第三者權利）條例》（第 623 章）強制執行本函的任何條文或享有本附函的任何條文的利益。
Notwithstanding that a term of this letter purports to confer a benefit on any person who is not a party to this letter, a person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this letter.

- 12 本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。
The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署

Signed by the Purchaser