

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of
**the properties set out in column (B) of Part I of the Schedule to the Tender Notice
at THE ASTRO, Kowloon, Hong Kong**
(unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled “**Public Tender For The Astro**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**The Astro**”.

Vendor: **Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited**
Block F, 11/F, 16 Shing Yip Street, Kowloon, Hong Kong

Vendor’s solicitors: **Mayer Brown**
18th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong
Contact Person:
Mr. Wayne Cheng (Fax: 2103 5938)

Vendor’s Sole Agent: **Centaline Property Agency Limited**
5/F, Tower 1, New World Tower, 18 Queen’s Road Central, Hong Kong
Contact Person:
Mr. Kenneth Lam (Fax: 2743-0393)

招標文件

公開招標承投購買物業

現招標承投購買

載於招標公告附表第 I 部份 (B) 欄之位於香港九龍悦雅 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)

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

賣方： 雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司
香港九龍成業街 16 號 11 樓 F 座

賣方律師： 孖士打律師行
香港中環遮打道 10 號太子大廈 18 樓
鄭國偉律師 (傳真：2103 5938)

賣方代理人： 中原地產代理有限公司
香港中環皇后大道中 18 號新世界大廈 1 座 5 樓
林偉文先生(傳真：2743 0393)

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fifth (5th) day after the closing of tender (both dates inclusive).
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 4 of the Conditions of Sale.
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document.
“Property”	means if and when this Tender Document is accepted by the Vendor, the Tendered Property.
“Property for Tender”	means all or any of the properties set out in column (B) of 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.
“Sales Office”	means Shops G20, G/F, Un Chau Shopping Centre, Nos. 303 Un Chau Street, Cheung Sha Wan, Kowloon;
“Tender Commencement Date”	means the date and time set out in column (C) of the Schedule to the Tender Notice for the corresponding tender document;
“Tender Closing Date”	means the date and time set out in column (D) of the Schedule to the Tender Notice for the corresponding tender document;
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Appendices);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;

“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Tender Closing Date (Mondays to Sundays between 11:00 a.m. and 1:00 p.m.);
“Tender Price”	means the price tendered for the Tendered Property as specified in the Schedule to the Offer Form;
“Tendered Property”	means the properties as specified in the Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the Offer Form as the tenderer;
“Vendor”	means all of Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited ; and
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

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

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

(b) accompanied with the following documents:-

(i) Cashier order(s)

One or more cashier order(s) in the aggregate amount of 5% of the purchase price and made payable to “**MAYER BROWN**” issued by a bank duly licensed under section 16 of the Banking Ordinance.

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

(ii) Tenderer’s identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the 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 licence of the estate agent appointed by the Tenderer.

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

- (1) Warning to Purchasers
- (2) Acknowledgement Letter Regarding Stamp Duty
- (3) Acknowledgement Letter Regarding Open Kitchen
- (4) Acknowledgement Letter Regarding False Ceiling
- (5) Personal Information Collection Statement

Please do NOT date any of the documents mentioned in this subparagraph (iv).

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

(d) placed in the Tender Box labelled “**Public Tender For The Astro**” placed at the Sales Office during the Tender Period

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

2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.

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

3. Acceptance of Tender

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

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor’s sole agent, Centaline Property Agency Limited, of 5/F, Tower 1, New World Tower, 18 Queen’s Road Central, Hong Kong (Enquiry Hotline: 2743 0393).
- 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 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Property For Tender

(A) Tender No.	(B) Property for Tender at The Astro	(C) Commencement date and time of tender		(D) Closing date and time of tender	
		Date	Time	Date	Time
9.1	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	25 May 2019	11:00 a.m.	25 May 2019	1:00 p.m.
9.2	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	26 May 2019	11:00 a.m.	26 May 2019	1:00 p.m.
9.3	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	27 May 2019	11:00 a.m.	27 May 2019	1:00 p.m.
9.4	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	28 May 2019	11:00 a.m.	28 May 2019	1:00 p.m.
9.5	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	29 May 2019	11:00 a.m.	29 May 2019	1:00 p.m.
9.6	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	30 May 2019	11:00 a.m.	30 May 2019	1:00 p.m.
9.7	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	31 May 2019	11:00 a.m.	31 May 2019	1:00 p.m.
9.8	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	1 June 2019	11:00 a.m.	1 June 2019	1:00 p.m.
9.9	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	2 June 2019	11:00 a.m.	2 June 2019	1:00 p.m.
9.10	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	3 June 2019	11:00 a.m.	3 June 2019	1:00 p.m.

9.11	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	4 June 2019	11:00 a.m.	4 June 2019	1:00 p.m.
9.12	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	5 June 2019	11:00 a.m.	5 June 2019	1:00 p.m.
9.13	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	6 June 2019	11:00 a.m.	6 June 2019	1:00 p.m.
9.14	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	7 June 2019	11:00 a.m.	7 June 2019	1:00 p.m.
9.15	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	8 June 2019	11:00 a.m.	8 June 2019	1:00 p.m.
9.16	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	9 June 2019	11:00 a.m.	9 June 2019	1:00 p.m.
9.17	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	10 June 2019	11:00 a.m.	10 June 2019	1:00 p.m.
9.18	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	11 June 2019	11:00 a.m.	11 June 2019	1:00 p.m.
9.19	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	12 June 2019	11:00 a.m.	12 June 2019	1:00 p.m.
9.20	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	13 June 2019	11:00 a.m.	13 June 2019	1:00 p.m.
9.21	Unit B on 3 rd Floor, Unit C on 3 rd Floor, Unit C on 5 th Floor, Unit C on 9 th Floor, Unit A on 25 th Floor	14 June 2019	11:00 a.m.	14 June 2019	1:00 p.m.

Period for Inspection of Agreement

Daily during the Tender Period (11:00 a.m. to 1:00 p.m.).

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 5 日(包括首尾兩日)。
「正式合約」	指賣方與買方根據出售條款第 4 條擬簽訂的該物業的正式買賣合約。
「出售條款」	指本招標文件第 2 部份的出售條款。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 3 部份的要約表格。
「該物業」	指如果及一旦本招標文件獲得賣方接納時的該投標物業。
「該招標物業」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表(B)欄所列的所有或任何物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「售樓處」	指九龍長沙灣元州街 303 號元州商場地下 G20 舖。
「招標截止日期」	指載於招標公告附表(D)欄的相應招標文件的日期及時間。
「招標開始日期」	指載於招標公告附表(C)欄的相應招標文件的日期及時間。
「招標文件」	指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。
「招標期間」	就每一個該招標物業而言，指招標開始日期至招標截止日期之間的期間(星期一至日由上午 11 時正至下午 1 時正)。
「投標價」	指要約表格的附表中訂明投購該投標物業的價格。
「該投標物業」	指要約表格的附表中訂明的物業。
「投標者」	指要約表格中訂明訂明為投標者的人士。

- 「賣方」 指雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司。
- 「賣方律師」 指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標於招標公告附表(B)欄的該招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期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全部或任何該招標物業不予出售，或將全部或任何該招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。
- 2.5 賣方保留權利更改任何該招標物業的招標截止日期及時間。賣方無須就更改招標截止日期及時間另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 (如適用) 如果投標者在要約表格的附表中已顯示購買超過一個該招標物業：
- (a) 他／她／它必須在要約表格的附表中一筆過填寫全部該投標物業的投標價；及
 - (b) 本招標文件當作基於賣方將會接納投標一併購買全部該投標物業，以及買方只須簽署一份包括全部該投標物業的正式合約而遞交。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票

一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「孖士打律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發。

備註：孖士打律師行的英文名稱於 2018 年 9 月 1 日改為「Mayer Brown」，中文名稱不變。抬頭為「Mayer Brown JSM」的銀行本票或支票可能不獲銀行接納，敬請留意。
 - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，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)

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告
- (2) 關於印花稅的確認信
- (3) 關於開放式廚房的確認信
- (4) 關於假天花的確認信
- (5) 個人資料收集聲明

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啓，並清楚註明「**悅雅招標**」；及
- (d) 於招標期間放入位於售樓處擺放的標示為「**悅雅公開招標**」的投標箱內。

2.9 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票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。

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

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

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

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

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

3. 接受投標

3.1 投標書如獲接納，中標者即成為該物業之買方。

3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經正式收到。

- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標公告附表訂明期間的辦公時間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。（如適用）如該物業由多過一個物業組成，(a) 買方只須簽署一份包括全部該物業的正式合約，及(b)賣方不會及無責任為每一個該物業的樓價進行分攤。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人中原地產代理有限公司，地址為香港中環皇后大道中 18 號新世界大廈 1 座 5 樓（查詢熱線: 2743 7823）。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件의任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告附表

該招標物業

(A) 招標號碼	(B) 位於悅雅之該招標物業	(C) 招標開始日期及時間		(D) 招標截止日期及時間	
		日期	時間	日期	時間
9.1	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月25日	上午11:00	2019年5月25日	下午1:00
9.2	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月26日	上午11:00	2019年5月26日	下午1:00
9.3	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月27日	上午11:00	2019年5月27日	下午1:00
9.4	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月28日	上午11:00	2019年5月28日	下午1:00
9.5	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月29日	上午11:00	2019年5月29日	下午1:00
9.6	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月30日	上午11:00	2019年5月30日	下午1:00
9.7	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年5月31日	上午11:00	2019年5月31日	下午1:00
9.8	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月1日	上午11:00	2019年6月1日	下午1:00
9.9	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月2日	上午11:00	2019年6月2日	下午1:00

9.10	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月3日	上午 11:00	2019年6月3日	下午 1:00
9.11	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月4日	上午 11:00	2019年6月4日	下午 1:00
9.12	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月5日	上午 11:00	2019年6月5日	下午 1:00
9.13	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月6日	上午 11:00	2019年6月6日	下午 1:00
9.14	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月7日	上午 11:00	2019年6月7日	下午 1:00
9.15	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月8日	上午 11:00	2019年6月8日	下午 1:00
9.16	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月9日	上午 11:00	2019年6月9日	下午 1:00
9.17	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月10日	上午 11:00	2019年6月10日	下午 1:00
9.18	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月11日	上午 11:00	2019年6月11日	下午 1:00
9.19	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月12日	上午 11:00	2019年6月12日	下午 1:00

9.20	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月13日	上午11:00	2019年6月13日	下午1:00
9.21	3樓B單位， 3樓C單位， 5樓C單位， 9樓C單位， 25樓A單位	2019年6月14日	上午11:00	2019年6月14日	下午1:00

審閱正式合約期間

招標期間的每日(上午11時正至下午1時正)

[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 unless otherwise defined below:-

“**Development**” means The Astro.

“**this Preliminary Agreement**” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
3. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance;
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance.
 - (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
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 working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The Purchaser shall attend the office of the Vendor’s solicitors together with the Tender Document and the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment; (ii) to pay the sum abovementioned as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement.

9. If the Purchaser fails to sign the Agreement within 5 working days after the date of the Letter of Acceptance:-
- (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
10. The measurements of the Property are set out in the attached Schedule 1.
11. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
12. 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.
13. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 14 and fully understands its contents.
14. For the purposes of clause 13, the following is the "Warning to Purchasers"–
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
15. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the Preliminary Deposit, all deposit(s), part payment(s) and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor's solicitors. The Purchaser shall pay the purchase price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays.
16. It is hereby agreed that this Preliminary Agreement is personal to the Purchaser, 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.
17. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) 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.
18. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him/her in respect of all legal documentation in relation to the purchase of the Property (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
- (b) If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
- (c) All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
- (d) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any Mortgage of the Property.
- (e) The purchaser shall pay respective due proportions of the costs of and incidental to the preparation, stamping, registration and completion of the Deed of Mutual Covenant and Management Agreement in relation to the Building / Development of which the Property forms part (the "DMC") .
19. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
20. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in

any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same affect as 20(i) above.

21. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
22. On completion of the sale and purchase, the Purchaser shall accept an assignment of the Property subject to and with the benefit of the DMC. On completion, the Purchaser shall pay to the Manager of the building, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the Manager), all deposits and advance payment, contribution to Special Funds and debris removal fee payable under the DMC.
23. The Vendor reserves the right to rectify any errors or omissions in the payment terms and the calculation of the purchase price of the Property.
24.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable by any person who is not a party to this Preliminary Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
25. The Property is a residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
26. Time is of the essence of this Preliminary Agreement.

27. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
28. In the event of any discrepancy between the English and Chinese versions of the Preliminary Agreement, the English version shall prevail.

第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：
 - 「發展項目」 指悅雅。
 - 「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約；
2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條款出售該物業，而買方須以樓價並按本臨時合約所載條款及條款購買該物業。
3. 在本臨時合約中—
 - (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 - (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
 - (c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 - (d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
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 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
6. 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。
7. 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。
8. 買方須於接納書的日期之後的 5 個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方代表律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付就正式合約應付之所有印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. 該物業的量度尺寸載列於附表 1。
11. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
12. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
13. 買方確認已收到第 14 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。
14. 就上述第 15 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.
15. 此臨時合約是有約束力的合約，賣方必須按此臨時合約列出之條款出售本物業，買方亦必須按該等條款購買本物業。除臨時訂金外，所有訂金、樓價部份及樓價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付樓價。所有樓價付款均須在星期一至五下午四點半前繳付。
16. 現同意並聲明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任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

17. 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通知的日期後的 14 日內，買賣須於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
18.
 - (a) 若買方亦聘用賣方之律師行為買方之代表律師處理購買本物業的法律文件(包括正式合約、按揭契及轉讓契等)，賣方同意為買方該律師行在處理正式合約及其後之轉讓契之法律費用。
 - (b) 若買方選擇另聘律師代表其買入本物業，則買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。
 - (c) 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用，全部由買方負責及支付。
 - (d) 一切圖則費用及有關業權契約之認證副本包括副本圖則之費用、查冊費、註冊費及其他實際支出款項均須由買方承擔。一切有關本物業按揭及其他費用，均由買方負責。
 - (e) 買方須負責擬定及簽署大廈公契的費用及其印花稅及登記費之攤分部份。
19. 有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。
20. 買方須與賣方在正式合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人、受益人、授權人或其他承讓人 (i) 在任何以後的轉售買賣合約或其他合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或除因購入本物業而需向賣方繳付之代價外任何在期間交易所需繳付予任何人士的款項，及 (ii) 在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人履行第 20(i)項中的責任。
21. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
22. 買方同意於成交時簽署一份受本物業大廈公契規限之轉讓契。買方在成交時須按大廈公契規定向管理公司繳交所有按金、上期預繳、特別基金及清理廢料費用所有要繳交的一切費用。如任何上述費用已由賣方付予管理公司，買方均須在交易完成時償還予賣方。
23. 賣方保留權利修改付款方式及售價在計算方面之錯誤或遺漏。
24.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章) (買該條例” 條例強制執行本臨時合約下的任何條款，並且同意豁除本臨時合約於該條例的適用範圍之外，惟受以下第(b) 款及第(c)款的規定限制。
 - (b) 本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用，而本臨時合約的條款亦只在該等情況下豁除於該條例的適用範圍之外。
 - (c) 若本臨時合約的任何條款因上述第(b)款的規定沒有被豁除於該條例的適用範圍

之外，而第三者 (該條例所界定) 可依據該條例強制執行任何該等條款時：-

- (i) 本臨時合約仍可在未獲該第三者同意的情況下不時被更改或撤銷 (倘若存在撤銷權)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

- 25. 本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
- 26. 本臨時合約所規定之期限均須嚴格遵守。
- 27. 買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
- 28. 倘若本臨時合約中英文文本有差異，以英文文本為準。

Schedule 1 to Conditions of Sale
出售條款附表1

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

Property 物業: Unit 單位 _____

(a) 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— 平方呎為露台的樓面面積； square feet is the floor area of the balcony; 平方呎為工作平台的樓面面積； square feet is the floor area of the utility platform; 平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and
	_____	平方米/ square metres/ _____	_____	
	_____	平方米/ square metres/ _____	_____	
	N/A	平方米/ square metres/ _____	N/A	
(b) 其他量度尺寸為— other measurements are—				
*空調機房的面積為 the area of the air-conditioning plant room is	N/A	平方米/ square metres/ _____	N/A	平方呎； square feet;
*窗台的面積為 the area of the bay window is	N/A	平方米/ square metres/ _____	N/A	平方呎； square feet;
*閣樓的面積為 the area of the cockloft is	N/A	平方米/ square metres/ _____	N/A	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	N/A	平方米/ square metres/ _____	N/A	平方呎； square feet;
*停車位的面積為 the area of the parking space is	N/A	平方米/ square metres/ _____	N/A	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	N/A	平方米/ square metres/ _____	N/A	平方呎； square feet;
*前庭的面積為 the area of the terrace is	N/A	平方米/ square metres/ _____	N/A	平方呎； square feet;
*庭院的面積為 the area of the yard is	N/A	平方米/ square metres/ _____	N/A	平方呎。 square feet.

*將不適用者刪去 Delete as appropriate

Schedule 2 to Conditions of Sale
出售條款附表 2

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

內牆： Internal Wall	乳膠漆。 Emulsion paint.
地板： Flooring	客廳/ 飯廳及睡房鋪設複合木地板。 Engineered timber flooring for living room/ dining room and bedroom.
門： Door	木門、木門連百頁、防火木門、鋁框玻璃門、不銹鋼門(只限儲物室有)。 Timber veneered door, timber veneered door with louvre, fire-rated timber door, aluminium framed glass door, stainless steel door (for store room only).
浴室： Bathroom	提供潔具。牆壁外露位置鋪設瓷磚；天花裝設鋁板的假天花；地板外露位置鋪設瓷磚。 Sanitary fittings are provided. Tiles for wall where exposed; Aluminum false ceiling panel; Tiles for floor where exposed.
廚房： Kitchen	牆壁外露位置鋪設玻璃面板；天花裝設石膏板髹乳膠漆及鋁百葉；地板外露位置鋪設複合木地板；灶台為人造石。 Glass panel for wall where exposed; gypsum board with emulsion paint for false ceiling and aluminum louver; Engineered timber flooring for floor where exposed; cooking bench finished with reconstituted stone.
其他設備： Other Provisions	i) 抽油煙機、電磁爐、微波爐、雪櫃、洗衣/乾衣機； Cooker hood, induction hob, microwave oven, refrigerator and washer / dryer; ii) 裝設電熱水爐、抽氣扇(不設於所有 A 及 F 單位及 25 樓的 A 和 B 單位)及浴室寶； Installed with electrical water heater, exhaust fan (Not provide in all Unit A & F and Unit A & B of 25/F) and thermo ventilator; iii) 客廳/ 飯廳、睡房裝設分體式冷氣機。 Split types air-conditioner for living room/ dining room, bedroom(s)

[End of Part 2: Conditions of Sale]

[第 2 部分：出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: **The Vendor**

1. Offer

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

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of 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 acceptance of tender and/or return of cashier order(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

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

(b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any 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. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2a - Tendered Property</i>		
	Floor	Unit
1.		
2.		

<i>Section 2b - Tender price</i>			
Tender Price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.

Section 3 – Payment term

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

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

(A) - Cash of Immediate Mortgage Payment Plan *

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance.
- 90% of the purchase price (balance of purchase price) shall be paid within 90 days after the date of 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) - Stage Payment Plan *

- A preliminary deposit equivalent to 5% of the purchase price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- 5% of the purchase price shall be paid within 30 days after the date of Letter of Acceptance.
- 5% of the purchase price shall be paid within 90 days after the date of 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.
- 85% of the purchase price (balance of purchase price) shall be paid 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.

**TENDERER MUST
COMPLETE THIS
PAGE**

<i>Section 4 - Intermediary (if any)</i>	
Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	
<p><u>Declaration regarding Intermediary (applicable only if an Intermediary is specified)</u></p> <p>I/We declare and confirm that the Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in this Tender Document.</p>	

Section 5 - Declaration of relationship with the Vendor (Please tick as appropriate)*

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

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

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

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

Section 6 - Submission checklist

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

- 1. Tender Document with the Offer Form completed and signed
- 2. Cashier order(s)
- 3. Tenderer’s identification documents
- 4. Intermediary’s licence (if applicable)
- 5. Documents in Appendices, duly signed and completed by the Tenderer:
 - (1) Warning to Purchasers (undated)
 - (2) Acknowledgement Letter regarding Stamp Duty (undated)
 - (3) Acknowledgement Letter regarding Open Kitchen (undated)
 - (4) Acknowledgement Letter regarding False Ceiling (undated)
 - (5) Personal Information Collection Statement

Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

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

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

Section 8 - Signature of the Tenderer and witness

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

(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 authorized signatory(s) with company chop.)

Signed by the Tenderer:

Witnessed by:

X

X

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

Name of the witness:

Date:

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

第 3 部份：要約表格

(由投標者填寫)

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格的附表)，即投標者，現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業，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／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. 收取接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受投標書信函及退回銀行本票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

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

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

要約表格的附表

(由投標者填寫)

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

第2a節 – 投標物業	
	單位
1.	
2.	

第2b節 – 投標價			
投標價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號

第3節-支付條款

投標者須選擇下列其中一種付款計劃。(*請只剔一種付款計劃)

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

(A) 現金或即時按揭付款計劃 *

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價 5%於接納書的日期後 30 日內繳付。
- 樓價 90%(樓價餘額)於接納書的日期後 90 日內繳付，或於賣方就其有能力將發展項目中的住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付，以較早者為準。

(B) 建築期付款計劃 *

- 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。
- 樓價 5%於接納書的日期後 30 日內繳付。
- 樓價 5%(樓價餘額)於接納書的日期後 90 日內繳付，或於賣方就其有能力將發展項目中的住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內支付，以較早者為準。
- 樓價 85%(樓價餘額)於賣方就其有能力將發展項目中的住宅物業有效地轉讓予買方一事向買方發出通知的日期後的 14 日內繳付。

第4節- 中介人(如有)

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明(僅於有指明中介人時適用)

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

第5節- 與賣方關係的聲明(*請別適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第6節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. 招標文件及要約表格已填妥及簽署
2. 銀行本票
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) 關於印花稅的確認信(未有填上日期)
 - (3) 關於開放式廚房的確認信(未有填上日期)
 - (4) 關於假天花的確認信(未有填上日期)
 - (5) 個人資料收集聲明

(1)

第7節 – 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

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

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

附件

Appendices

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

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

1. 對買方的警告 #
Warning to Purchasers #
2. 關於印花稅的確認信 #
Acknowledgement Letter Regarding Stamp Duty #
3. 關於開放式廚房的確認信#
Acknowledgement Letter Regarding Open Kitchen#
4. 關於假天花的確認信 #
Acknowledgement Letter Regarding False Ceiling#
5. 個人資料收集聲明 #
Personal Information Collection Statement #
6. 律師收費表
Legal fees and disbursements table

Warning to Purchasers
對買方的警告

Vendor 賣方	Astro Far East Estate Limited 雅仕圖遠東置業有限公司 Smart Team Properties Limited 匯駿置業有限公司 Home Well Properties Limited 居安置業有限公司		
Development 發展項目	The Astro 悅雅 310 Un Chau Street, Cheung Sha Wan 長沙灣元州街 310號		
Property 物業	Floor 樓層		Unit 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

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

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

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

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

- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

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

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

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

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我/我們已收到此警告之副本及完全明白此警告之內容。

公曆 年 月 日
Dated this day of

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Astro Far East Estate Limited 雅仕圖遠東置業有限公司 Smart Team Properties Limited 匯駿置業有限公司 Home Well Properties Limited 居安置業有限公司		
Development 發展項目	The Astro 悅雅 310 Un Chau Street, Cheung Sha Wan 長沙灣元州街 310 號		
Property 物業	Floor 樓層		Unit 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

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

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018
(2018年印花稅(修訂)條例)之從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the “**Ordinance**”) has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《印花稅(修訂)條例 2018》(「**2018 修訂條例**」)已於 2018 年 1 月 19 日刊憲，法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「**新稅率**」)，以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement
收緊豁免安排

- On 11 April 2018, the Stamp Duty (Amendment) (No.2) Bill 2017 (“the said Bill”) was passed by the Legislative Council to tighten up of the exemption arrangement for Hong Kong permanent residents (“HKPR”) under the New Rate. Under the said Bill, unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition. The said Bill is currently to be gazetted.
《2017 年印花稅(修訂)(第 2 號)條例草案》(「該條例草案」)已於 2018 年 4 月 11 日獲立法會通過，以收緊現時為香港永久性居民提供的豁免安排。根據該條例草案，除獲特定豁免或另有法律規定外，任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付「從價印花稅」。該條例草案現時有待刊憲。
- There is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempt.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的其他情況沒有改變。
- For details of the applicable exemptions to AVD at New Rate, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的「從價印花稅」適用的豁免，詳情請瀏覽稅務局網頁(www.ird.gov.hk)。

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

- If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer’s stamp duty (“**BSD**”) shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
 - The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the “**Statutory Declaration**”) (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).

買方或每名買方(視適用情況而定)須作出法定聲明(依照訂表格)及附上閣下的香港身分證副本。

- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

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

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Astro Far East Estate Limited 雅仕圖遠東置業有限公司 Smart Team Properties Limited 匯駿置業有限公司 Home Well Properties Limited 居安置業有限公司		
Development 發展項目	The Astro 悅雅 310 Un Chau Street, Cheung Sha Wan 長沙灣元州街 310號		
Property 物業	Floor 樓層		Unit 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署臨時買賣合約前明白和接納：

- I/We shall be responsible for maintenance and annual inspection of the sprinkler system, smoke detectors, FRR Wall and self-closing devices for doors provided within and forming part of the Property (the “**Fire Service Installations**”).
本人／吾等將會負責保養及每年檢查物業內及構成物業一部份的花灑系統、烟霧偵測器、消防裝置、耐火等級牆及自動關門裝置(「**消防裝置**」)。
- I/We shall not (a) alter, remove or obstruct the Fire Service Installations; (b) alter or remove the FRR Wall of the Property; (c) relocate the cooking stove in the open kitchen of the Property. I/we shall keep and maintain the Fire Service Installations in good condition at my/our own costs and expenses.
本人／吾等不得 (a) 改動、拆除或干擾消防裝置；(b) 改動或拆除物業的耐火等級牆；(c) 將開放式廚房內的煮食爐頭移到其他位置。本人／吾等會自費維護及保養消防裝置使其處於良好狀況。
- I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at the cost and expense of the relevant Owner) regular and annual inspection and/or certification of the Fire Service Installations.
本人／吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入物業，藉以為消防裝置進行定期及年度檢查及領取證明書(費用及開支由相關業主承擔)。
- In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under the Fifth Schedule to the Deed of Mutual Covenant and Management Agreement of the Development, and make it a condition in the relevant agreement (if any).
若本人／吾等放棄管有物業，本人／吾等會促使租客、被許可人或佔用人(視情況而定)遵守消防安全管理計劃，尤其是發展項目的公契及管理協議第五附表所列的條款，並將此規定列為相關租約(如有)的一項條件。
- The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the Fire Services Installations shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.
本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對消防裝置進行保養及年度檢查所產生的費用及開支。為免疑問，該年度及定期檢查費用及開支並不構成管理費的一部份。

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

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding False Ceiling
關於假天花的確認信

Vendor 賣方	Astro Far East Estate Limited 雅仕圖遠東置業有限公司 Smart Team Properties Limited 匯駿置業有限公司 Home Well Properties Limited 居安置業有限公司		
Development 發展項目	The Astro 悦雅 310 Un Chau Street, Cheung Sha Wan 長沙灣元州街 310號		
Property 物業	Floor 樓層		Unit 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Date 日期	(Please leave undated upon tender submission) (請勿於入標時填寫日期)		

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

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署臨時買賣合約前明白和接納：

1. There may be ceiling bulkheads and/or sunken slabs in the Property for the air-conditioning system and/or mechanical and electrical services.
物業內可能有假天花及／或跌級樓板，內裝置冷氣喉管及／或其他機電設備。
2. There may be exposed pipes / ductings for air-conditioning system and/or mechanical and electrical services within the Property.
物業內可能有冷氣及／或機電設備之外露喉管／管道。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

**Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited
Personal Information Collection Statement**

Collection of your personal information

From time to time, it is necessary for you to supply Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited (collectively, "we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

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

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

Purposes for which Your Information may be used

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

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (vii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (viii) communicating with you;
- (ix) investigating and handling complaints;
- (x) preventing or detecting illegal or suspicious activities; and
- (xi) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Transfer of Your Information

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

- (i) any member of the Group;
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made in writing to us. The address of Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited is Blk. F, 11/F, 16 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong.

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

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, Astro Far East Estate Limited, Smart Team Properties Limited and Home Well Properties Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above.

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

Signature: _____

Name:

Date:

雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司
個人資料收集聲明

收集閣下的個人資料

雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司(統稱「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供)；
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 促銷服務、物業、物業發展項目、產品及其他項目(詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (vii) 進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分)；
- (viii) 與閣下溝通；
- (ix) 調查及處理投訴；
- (x) 預防或偵測非法或可疑活動；及
- (xi) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

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

- (i) 集團任何成員；
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) 閣下物業交易涉及的任何人士；及
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
 - (1) 集團成員或合資公司提供的物業或物業發展項目；
 - (2) 我們、集團其他成員或合資公司提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
 - (3) 我們、集團其他成員或合資公司提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司的地址為香港九龍觀塘成業街16號11樓F座。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本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(“✓”)，雅仕圖遠東置業有限公司、滙駿置業有限公司及居安置業有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- 請不要向我發送直接促銷資訊。
- 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署：_____

姓名：

日期：

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 2843 2211 傳真: 2845 9121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 2843 2211 Fax: 2845 9121

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

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

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

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

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

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase:
如買家為有限公司，簽署正式買賣合約時，請同時攜帶以下文件：

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

Important Notice 重要的提醒

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

加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付，抬頭請寫「孖士打律師行」

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

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

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

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

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	<p>Formal Agreement for Sale and Purchase 正式買賣合約</p> <p>Note 1 Upon signing of the Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty and buyer's stamp duty (if applicable) by way of cashier order made payable to "Mayer Brown"</p> <p>備註 1 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅及買家印花稅(如適用)，本票抬頭請寫「孖士打律師行」</p>	<p>[see Note (a)] [見備忘錄(a)]</p>	<p>1. Land search fees and miscellaneous charges : \$400.00 土地註冊處查冊費及其他雜費：\$400.00</p> <p>2. Cost on account : \$4,000.00 預付律師費：\$4,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)]</p> <p>3. #Registration fee : \$210.00 #登記費: \$210.00</p> <p>4. Part of certified copy charges of title deeds : \$10,000.00 部份業權契據認證副本費用：\$10,000.00</p> <p>5. Company search fees (applicable to Corporate Purchaser only) : \$200.00 公司查冊費(只適用於公司買家): \$200.00</p> <p>6. <i>Plan fee for Agreement : \$1,500.00 (subject to the final confirmation by the architect)</i> <i>買賣合約圖則費: \$1,500.00 (以則師最後收費為準)</i></p> <p>7. Stamp Duty and Buyer's Stamp Duty (please see Note on Stamp Duty) 印花稅及買家印花稅 (請參閱印花稅須知)</p> <p>8. Statutory Declaration to Stamp Office (if necessary): \$600.00 each 擬備印花稅署之法定聲明(如需要): 每份\$600.00</p>

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
<p>II. (a) First Equitable Mortgage (including First Legal Mortgage to be signed on completion) and/or First Legal Mortgage 第一樓花按揭契(包括入伙時所簽的正式按揭契)及/或第一正式按揭契</p> <p>Loan Amount : 貸款額</p> <p>(i) not exceeding \$ 5,000,000.00 不超過 \$ 5,000,000.00</p> <p>(ii) between \$ 5,000,001.00 and \$7,500,000.00 \$5,000,001.00 至\$7,500,000.00 之間</p> <p>(iii) between \$7,500,001.00 and \$10,000,000.00 \$7,500,001.00 至\$10,000,000.00 之間</p> <p>(iv) over \$10,000,000.00 超過\$10,000,000.00</p>	<p>[see Note (b) & (c)] [見備忘錄(b)及(c)]</p> <p>\$ 5,000.00</p> <p>\$ 7,000.00</p> <p>\$ 8,500.00</p> <p>0.1% of Loan Amount</p>	<p>1. Land search fees and miscellaneous charges : \$400.00* 土地註冊處查冊費及其他雜費 : \$400.00*</p> <p>2. #Registration fee : \$450.00* #登記費 : \$450.00*</p> <p>3. #Filing fee payable to Companies Registry (applicable to Corporate Purchaser only) : \$340.00* #公司註冊處按揭登記費(只適用於公司買家): \$340.00*</p> <p>4. #Bankruptcy/winding up search fees : \$98.00 (each)* #個人破產/公司清盤查冊費 : \$98.00 (每人/每間公司)*</p> <p>5. Company search fees (applicable to Corporate Purchaser only) : \$200.00* 公司查冊費(只適用於公司買家) : \$200.00*</p>
<p>(b) Second Equitable Mortgage (including Second Legal Mortgage to be signed on completion) and/or Second Mortgage 第二樓花按揭契(包括入伙時所簽的第二正式按揭契)及/或第二正式按揭契</p>	<p>[see Note (b) & (c)] [見備忘錄(b)及(c)]</p> <p>\$ 6,000.00</p>	<p>1. Land search fees and miscellaneous charges : \$400.00* 土地註冊處查冊費及其他雜費 : \$400.00*</p> <p>2. #Registration fee : \$450.00* #登記費 : \$450.00*</p> <p>3. #Adjudication fee for Second Equitable Mortgage/Second Mortgage : \$ 50.00* 第二樓花按揭契及/或第二正式按揭契裁定費 : \$50.00*</p> <p>4. #Filing fee payable to Companies Registry (applicable to Corporate Purchaser only) : \$340.00* #公司註冊處按揭登記費(只適用於公司買家): \$340.00*</p> <p>5. #Bankruptcy/winding up search fees : \$98.00 (each)* #個人破產/公司清盤查冊費 : \$98.00 (每人/每間公司)*</p> <p>6. Company search fees (applicable to Corporate Purchaser only) : \$200.00* 公司查冊費(只適用於公司買家) : \$200.00*</p>

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
III.	Assignment 樓契	[see Note (a)] [見備忘錄(a)]	<ol style="list-style-type: none"> 1. Land search fees and miscellaneous charges : \$400.00 土地註冊處查冊費及其他雜費 : \$400.00 2. #Registration fee : \$450.00 #登記費 : \$450.00 3. <i>Plan fee for Assignment HK\$1,500.00 (subject to the final confirmation by the architect)</i> 樓契圖則費 HK\$1,500.00 (以則師最後收費為準) 4. Certified copies charges for remaining title deeds and documents : (to be advised before completion) 剩餘業權契據認證副本 : 成交前通知 5. Costs for preparing Certified copy of Deed of Mutual Covenant with plans : to be advised before completion 大廈公契認證副本費連圖 : 成交前通知 6. Stamp Duty : \$100.00 印花稅 : \$100.00 7. Levy to Property Management Services Authority: \$350.00 物業管理業監管局徵款: \$350.00 8. Company search fees (applicable to Corporate Purchaser only) : \$200.00 公司查冊費(只適用於公司買家) : \$200.00 9. Board Resolution (applicable to Corporate Purchaser only) : \$500.00 公司會議記錄(只適用於有限公司買家) : \$ 500.00

* **The above fees and disbursements shall be payable upon execution of Equitable Mortgage/ Mortgage/ Legal Charge and /or upon execution of 2nd Equitable Mortgage / 2nd Mortgage/Legal Charge (if applicable) respectively.**

* 以上所有雜費於簽署樓花按揭/現樓按揭時及/或簽署第二樓花按揭/第二現樓按揭時各要支付一次。

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

Note 備忘錄:

(a) (i) Joint Legal Representation

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

If the Developer's Solicitors are also instructed by a licensed bank in Hong Kong to prepare a First Equitable Mortgage and/or a First Legal Mortgage of the unit for the Purchaser, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges and other charges specified below) of the preparation and completion of one First Equitable Mortgage and/or one First Legal Mortgage to be borne by the Purchaser will be waived.

買賣雙方共同委託律師

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

如發展商律師同時被持牌銀行委托為買方的該單位準備一份第一樓花按揭及/或一份第一現樓按揭，則買方原先須支付有關準備及完成一份第一樓花按揭及/或一份第一現樓按揭之所有律師費用(但不包括收費表 B 項所列之雜項費用及其他下列指明的費用)將獲豁免。

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or the Equitable Mortgage / Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$4,000.00 being the costs for preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$4,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment), and (if applicable) the cost for preparing the a First Equitable Mortgage and/or a First Legal Mortgage.

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或樓花按揭契/按揭契，則買方須立即向發展商代表律師支付港幣\$4,000.00，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)，及(如適用)準備第一樓花按揭及/或第一現樓按揭的律師費。

(iii) Separate Legal Representation

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

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of Advice, additional charges for giving advice and preparing Acknowledgement of Advice is HK\$1,500.00 for each set. The cost does not include the preparation of Guarantee. 若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。
- (c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Equitable Mortgage/Mortgage and the Guarantee. 事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理樓花按揭契/按揭契及擔保書。

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

1.	(a) Guarantee for 1 st Equitable Mortgage and/or 2 nd Equitable Mortgage/1 st Mortgage and/or 2 nd Mortgage 第一樓花按揭及/或第二樓花按揭擔保書/第一按揭及/或第二按揭擔保書 (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of Advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用	\$2,500.00 each 每份 \$2,500.00 \$1,500.00 each set 每套 \$1,500.00
2.	(Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註冊處登記用) (b) 會議記錄	\$2,500.00 for each Company 每間公司每套\$2,500.00
3.	Supplemental Agreement 補充合約	\$2,500.00 each (exclusive of disbursements) 每份 \$2,500.00 (不包括雜項費用)
4.	Power of Attorney 授權書	\$3,000.00 each (exclusive of disbursements) 每份 \$3,000.00 (不包括雜項費用)
5.	For foreign corporate purchasers : (a) fees for obtaining foreign lawyers' opinion (b) obtaining up-to-date confirmation or opinion (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included) (適用於海外公司買家)另加安排海外律師法律意見之費用 (註：海外律師費及須支付海外律師之支出費用等並不包括在內)	\$6,500.00 \$1,500.00
6.	Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。	

Note on Stamp Duty (印花稅須知)

Special Stamp Duty 「額外印花稅」

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

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

Buyer’s Stamp Duty 「買家印花稅」

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

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

Ad valorem stamp duty 「從價印花稅」

Pursuant to the Stamp Duty (Amendment) (No.2) Ordinance 2014 gazetted on 25 July 2014 (“Amendment (No.2) Ordinance 2014”), the applicable stamp duty law has been amended to the effect that (i) any agreement for the acquisition of any residential property or non-residential property executed on or after 23 February 2013, either by an individual or a company, will be charged ad valorem stamp duty (“AVD”) at higher rates (Scale 1) and (ii) the charging of AVD on non-residential property transactions shall be advanced from the conveyance on sale to the agreement for sale. Claims for charging AVD at lower rates (Scale 2) for residential properties may be made pursuant to the Amendment (No.2) Ordinance 2014 (e.g. Hong Kong Permanent Resident purchaser who does not own any residential property in Hong Kong).

根據於 2014 年 7 月 25 日刊憲的《2014 年印花稅(修訂)(第 2 號)條例》，任何以個人或公司名義，在 2013 年 2 月 23 日或以後就取得住宅物業或非住宅物業所簽立的買賣協議，均須以較高稅率(第一標準)繳納「從價印花稅」，並且推前向非住宅物業交易徵收「從價印花稅」，由向售賣轉易契徵收改為向買賣協議徵收。買家可根據《2014 年印花稅(修訂)(第 2 號)條例》申請以較低稅率(第二標準)繳納向住宅物業徵收之「從價印花稅」(例如：買家是香港永久性居民而且在香港沒有擁有任何其他住宅物業)。

Pursuant to the Stamp Duty (Amendment) Ordinance 2018 gazetted on 19 January 2018 (the “**2018 Amendment Ordinance**”) (with retrospective effect from 5 November 2016), the applicable stamp duty law have been amended to increase the ad valorem stamp duty (“AVD”) rates of for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

根據於 2018 年 1 月 19 日刊憲的《印花稅(修訂)條例 2018》(「**2018 修訂條例**」)，(條例具有追溯效力至 2016 年 11 月 5 日)。住宅物業交易的「從價印花稅」稅率調高至劃一 15%(「**新稅率**」)，以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書，除獲豁免或另有規定外，均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業)，均須繳付以新稅率計算的從價印花稅。

Please consult your solicitors regarding details of the payment of SSD, BSD and AVD.

有關支付「額外印花稅」、「買家印花稅」及「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Buyer's Stamp Duty
買家印花稅計算方法如下

15% of the consideration
樓價的 15%

Calculation of Ad Valorem Stamp Duty at lower rates (Scale 2)
從價印花稅(按較低稅率)計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	HK\$100
(b) \$2,000,001 to \$2,351,760	HK\$100 + 10% of the excess over HK\$2,000,000
(c) \$2,351,761 to \$3,000,000	1.5%
(d) \$3,000,001 to \$3,290,320	HK\$45,000 + 10% of the excess over HK\$3,000,000
(e) \$3,290,321 to \$4,000,000	2.25%
(f) \$4,000,001 to \$4,428,570	HK\$90,000 + 10% of the excess over HK\$4,000,000
(g) \$4,428,571 to \$6,000,000	3.00%
(h) \$6,000,001 to \$6,720,000	HK\$180,000 + 10% of the excess over HK\$6,000,000
(i) \$6,720,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	HK\$750,000 + 10% of the excess over HK\$20,000,000
(k) \$21,739,121 and above	4.25%

Calculation of Ad Valorem Stamp Duty at higher rates (Scale 1)
從價印花稅(按較高稅率)計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$2,000,000	1.50%
(b) \$2,000,001 to \$2,176,470	\$30,000 + 20% of the excess over \$2,000,000
(c) \$2,176,471 to \$3,000,000	3.00%
(d) \$3,000,001 to \$3,290,330	\$90,000 + 20% of the excess over \$3,000,000
(e) \$3,290,331 to \$4,000,000	4.50%
(f) \$4,000,001 to \$4,428,580	\$180,000 + 20% of the excess over \$4,000,000
(g) \$4,428,581 to \$6,000,000	6.00%
(h) \$6,000,001 to \$6,720,000	\$360,000 + 20% of the excess over \$6,000,000
(i) \$6,720,001 to \$20,000,000	7.50%
(j) \$20,000,001 to \$21,739,130	\$1,500,000 + 20% of the excess over \$20,000,000
(k) \$21,739,131 and above	8.50%

Calculation of Ad Valorem Stamp Duty at Government's Proposed New Rate Announced on 4 November 2016
從價印花稅(按政府於 2016 年 11 月 4 日公告的建議新稅率)計算方法如下

15% of the consideration
樓價的 15%

Enquiry 查詢

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

如有查詢有關簽署正式買賣合約問題，請至電本公司。本公司辦公時間：星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六及公眾假期除外)。

Floor	Unit					
	A	B	C	D	E	F
25/F	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232			
23/F	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252		Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243
22/F	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585		Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275
21/F	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266		Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485
20/F	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476		Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270
19/F	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356		Mr. Law ☎ 28434573	Ms. Lam ☎ 28432270
18/F	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262		Mr. Law ☎ 28434573	Mr. Law ☎ 28434573
17/F	Mr. Law ☎ 28434573	Mr. Law ☎ 28434573	Mr. Law ☎ 28434573		Mr. Law ☎ 28434573	Mr. Law ☎ 28434573
16/F	Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275	Ms. Wong ☎ 28432275
15/F	Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485	Mr. Mok ☎ 28434485
12/F	Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270	Ms. Lam ☎ 28432270
11/F	Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243	Ms. Ng ☎ 28432243
10/F	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232	Ms. Tsui ☎ 28434232
9/F	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252	Ms. Chau ☎ 28434252
8/F	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585	Ms. Chan ☎ 28432585
7/F	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266	Mr. Chak ☎ 28434266
6/F	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476	Ms. Chan ☎ 28434476
5/F	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356	Mr. Lien ☎ 28432356
3/F	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262	Ms. Ng ☎ 28434262