

**The Grand Marine 明翹匯 (the “Development”) (「發展項目」)****TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE  
OF****載有下述物業招標條款之招標公告**

the following specified residential property(ies) in the Development (each a “Tender Property”):

發展項目中以下指明住宅物業（各稱為一「標售物業」）：

<b>Tower 座數</b>	<b>Floor 樓層</b>	<b>Flat 單位</b>
1	33&35	B

together with 連同

any Parking Space(s) for Cars specified by the Tenderer in the Offer Section (the “Parking Space(s)”) )

投標人於要約部份指明之私家車車位（如有）（「車位」）

Note: The tender may be made in respect of any one or two or all of the above specified residential properties (with or without any Parking Space(s)). The specified residential property(ies) for which a tenderer makes an offer to purchase will be collectively referred to as the “Property”.

註：投標人可以就任何一個或兩個或全部上述指明住宅物業（連同或不連同任何車位）作出投標。投標人作出要約購買的指明住宅物業於下文統稱為「該物業」。

<b>No. of tender 招標編號</b>	<b>Date of tender 招標日期</b>	<b>Commencement time of tender 招標開始時間</b>	<b>Closing time of tender 招標截止時間</b>
30.1	21/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.2	22/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.3	23/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.4	24/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.5	25/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.6	26/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.7	27/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.8	28/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.9	29/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時
30.10	30/6/2024	4:00 p.m. 下午 4 時	6:00 p.m. 下午 6 時

Date of this Tender Notice 本招標公告日期: 21/06/2024

From: Dragon Mount Development Limited (the “Vendor”)

本文件由龍峰發展有限公司（「賣方」）發出

To: tenderers of the Property

致：該物業投標人

- (1) To make an offer to purchase the Property, you shall  
如欲作出要約購買該物業，閣下須
  - (a) complete and sign the Offer Section of this document below (the “Offer Section”) without any amendment to this document; and  
填妥及簽署本文件下文要約部份（「要約部份」）（不得修改本文件）；及
  - (b) complete and execute the enclosed forms of the documents as set out in the Offer Section without any amendment.  
填妥及簽立於要約部份列出及附夾之文件，不得修改。
- (2) You shall submit the documents referred to in (1)(b) above to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to the Tender Box at G/F to 1/F, The GRANDs, No.45 Pau Chung Street, Kowloon **between the commencement time of tender to the closing time of tender on the date of tender. Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.**  
閣下須於招標日期之招標開始時間至招標截止時間把上述(1)(b)部分提及的文件，連同本文件（要約部份須如上所述填妥及簽署），一併交回九龍炮仗街45號明雋地下至1樓內的投標箱。**請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或招標時間。**
- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 3:59 p.m. on the date following the date of tender** and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor.  
閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於**招標日期翌日下午3時59分及之前**不能收回及可供賣方接受，而一經賣方接受，閣下與賣方之間即有合約存在。

- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one duplicate of the transaction documents concerned executed by the Vendor and dated not later than the date on which the offer is accepted as soon as practicable.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址 / 號碼 / 電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於接受要約日期之相關交易文件各一份。

- (5) Any cashier order/cheque submitted will remain uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, each such cashier order/cheque will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and each uncashed cashier order/cheque will be made available for your collection by prior appointment Provided That the Vendor shall be entitled to return any cashier order/cheque to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方尚未決定是否接受閣下要約前，閣下所提交之任何本票 / 支票將不作兌現。倘賣方接受閣下要約，每一該等本票 / 支票將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，且經預約閣下可領回每一並無兌現之本票 / 支票，唯賣方亦可將任何本票 / 支票以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

- (6) The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of any Tender Property (whether together with any Parking Space or not). The Vendor has the absolute right to withdraw from the sale of any Tender Property and/or any Parking Space at any time before the acceptance of any offer. The Vendor has the absolute right to change the closing date and/or time of the tender of any Tender Property and/or Parking Space from time to time by amending the Sales Arrangements in relation hereto. You are reminded to read the latest register of transactions of the Development so as to ascertain whether a Tender Property is still available for tender. A Tender Property will become unavailable for tender once the Vendor accepts a tender after the close of a previous tender exercise of the Tender Property (whether under the said Sales Arrangements or any other Sales Arrangements, if applicable) (if any). Please note also that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

賣方並不承諾亦無責任閱覽、考慮或接受認購任何標售物業（不論是否連同車位）最高出價之要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售任何標售物業或任何車位。賣方有全權透過修改與此相關的銷售安排不時更改任何標售物業及/或車位之招標截止日期及/或招標時間。閣下敬請檢視發展項目的最新成交紀錄冊，以確認標售物業是否仍然可供招標出售。一旦賣方在一標售物業（不論是於上述銷售

安排下或任何其他銷售安排下，如適用）的先前招標程序（如有）完結後接納該標售物業的投標，該標售物業即變為不再可供招標出售。另請亦注意發展項目的成交紀錄冊未必一定於賣方接納投標後立即更新。

- (7) Where you make an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), please also fill in the details of the Intermediary in the Offer Section. You acknowledge and confirm that:

倘閣下經由地產代理（「**介紹人**」）介紹以入標認購該物業，請將介紹人資料填上要約部份。閣下知悉和確認：

- (a) the Intermediary represents you in the transaction (whether or not the Intermediary also represent the Vendor);  
介紹人於交易中代表閣下（不論是否亦代表賣方）；
- (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to you or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;  
賣方沒有授權或准許介紹人或任何其他地產代理代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。無論在任何情況下，賣方均不須向閣下或任何其他人士負責，亦不須代介紹人或任何其他地產代理履行介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，而且賣方也不受其約束。
- (c) the Vendor is not and will not be involved in any dispute between you and the Intermediary or any other estate agent, and this tender and, if your offer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and  
閣下與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如閣下要約獲接受）該物業之買賣將按照本文件條款及交易文件條款進行；  
及
- (d) the Vendor has not and has not authorised any of its staff, the Intermediary or any other estate agent to collect directly or indirectly from you, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price

of the Property. If any person demands any other benefit from you for your submission of the offer to purchase of the Property, you have been advised that you should report promptly to the Independent Commission Against Corruption (ICAC).

賣方並無直接或間接、亦無授權任何其職員、介紹人或任何其他地產代理向閣下、介紹人或任何其他地產代理收取樓價以外任何利益、費用或佣金。如遇任何人士就閣下入標認購該物業向閣下索取任何其他利益，閣下已獲建議速向廉政專員公署（ICAC）舉報。

Whether the Intermediary is the estate agent introducing you to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor's confirmation. 介紹人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。

- (8) You are advised to instruct your own solicitors to advise you on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.  
特此建議閣下就本文件之條款及附夾於本文件之各表格條款向閣下的律師尋求意見。
- (9) This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.  
本文件及所附夾之表格均屬機密，唯閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下專業顧問，唯透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。
- (10) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.  
並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。
- (11) In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neutergender).  
本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數反之亦然，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性。

(12) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

Should you have any query, please call the hotline of the Development: 3706 9288.

如有任何問題，請致電本發展項目的查詢熱線（3706 9288）查詢。

**OFFER SECTION**

**要約部份**

*To be completed and signed by the tenderer(s):*

由投標者填妥及簽署:

1. No. of tender 招標編號: \_\_\_\_\_

2. Property 該物業:

- (a) The specified residential property(ies) for which I/we make an offer to purchase (please tick “√”):  
投標人作出要約購買的指明住宅物業 (請標上“√”):

Specified residential property(ies) 指明住宅物業	Tower 座數	Floor 樓層	Flat 單位
<input type="checkbox"/>	1	33&35	B

- (b) The Parking Space(s) for which I/we make an offer to purchase together with the specified residential property(ies) (if any):

投標人作出要約連同指明住宅物業一併購買的車位 (如有):

Floor 樓層	Parking Space 車位

(Note: Tenderer shall only make an offer to purchase at most two Parking Space(s) for each specified residential property for which the tenderer makes an offer to purchase. Tenderer should enquire with the Vendor about the Parking Space(s) available for sale before making an offer.)

(註: 投標人只能就每一個要約購買的指明住宅物業作出要約購買最多兩個車位。投標人在作出要約前應向賣方查詢可供出售的車位。)

3. I/We hereby submit the materials referred to (1)(b) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交以上第(1)(b)段所述之文件如下 (請標上“√”):

- ☐ completed and executed Preliminary Agreement for Sale and Purchase ("PASP") (Annex 1) **(IN DUPLICATE)** [Each PASP must be submitted for each of the specified residential property(ies) comprising the Property. If the tenderer intends to make an offer to purchase a specified residential property together with one or two Parking Space(s), the specified residential property and the Parking Space(s) must be covered by the same PASP.] [Note: **Please do not fill in date**]

已填妥及簽立之臨時買賣合約(「**臨時合約**」)(附件一) **(一式兩份)** [須就構成該物業的每一指明住宅物業各自遞交一份臨時合約。如投標人意欲作出要約購買指明住宅物業連同車位, 則指明住宅物業及車位必須由同一份臨時合約涵蓋。] (註: **請不要填寫日期**)

- ☐ one or more Hong Kong Dollar cashier orders and/or cheques issued by a licensed bank in

Hong Kong in the amount of 5% of the purchase price offered (at least HK\$1,000,000 of which must be paid by cashier orders and the remaining amount may be paid by cheques, all cashier orders and/or cheques mentioned above made payable to “Baker & McKenzie”)

一張或多張由香港持牌銀行發出金額合共等於出價 5%的港幣銀行本票及 / 或支票（其中至少港幣一百萬元必須以本票支付，餘額可以支票支付，所有上述本票及 / 或支票抬頭人須為「貝克•麥堅時律師事務所」）

- ☐ completed and executed Warning to Purchasers (Annex 2) [Note: Please fill in date]  
已填妥及簽署的「對買方的警告」（附件二）（註：請填寫日期）
- ☐ completed and executed Declaration of Relationship with the Vendor (Annex 3) [Note: Please fill in date]  
已填妥及簽署的「與賣方關係的聲明」（附件三）（註：請填寫日期）
- ☐ completed and executed Personal Information Collection Statement (Annex 4) [Note: Please fill in date]  
已填妥及簽署的「個人資料收集聲明」（附件四）（註：請填寫日期）
- ☐ completed and executed Declaration regarding Intermediary (Annex 5) [Note: Please fill in date]  
已填妥及簽署的「關於中介人的聲明」（附件五）（註：請填寫日期）
- ☐ completed and executed Notice of developer's funding for the slope maintenance works for The Grand Marine (Annex 6) [Note: Please fill in date]  
已填妥及簽署的「有關明翹匯斜坡維修工程的發展商資助通知」（附件六）（註：請填寫日期）
- ☐ completed and executed Acknowledgement Letter for Viewing of Properties (Annex 7) [Note: Please fill in date]  
已填妥及簽署的「物業參觀確認函」（附件七）（註：請填寫日期）
- ☐ completed and executed Vendor's Information Form (Annex 8) [Note: Please fill in date]  
已填妥及簽署的「賣方資料表格」（附件八）（註：請填寫日期）
- ☐ completed and executed Acknowledgement Letter Regarding “Easy Home Stamp Duty Benefit” (Annex 9) [Note: Please do not fill in date. This is an optional item. If the tenderer concerned does not intend to have that benefit, there is no need to submit this item.]  
已填妥及簽署的「關於置業易印花稅優惠的確認書」（附件九）（註：請不要填寫日期）  
**此非必要遞交之項目。若投標人無意向獲取此優惠，毋需遞交本項目。）**
- ☐ Note on Stamp Duty (Annex 10)  
印花稅須知（附件十）
- ☐ completed and executed Letter Regarding Early Move-in Benefit (Annex 11) [Note: Please do not fill in date]  
已填妥及簽署的「關於「先住後付優惠」的信件」（附件十一）（註：請不要填寫日期）
- ☐ copy(ies) of your identification document(s) (note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company incorporated in Hong Kong, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of directors and annual return of the tenderer (if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and



*proving details of its directors.)*

閣下身份證明文件副本（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照））；而若投標人為香港成立公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證、最新的董事登記冊及周年申報表（如有）；而若投標人為海外公司，指由公司董事核證的相關公司文件，以證明公司在該地成立及董事資料。）

4. I/we hereby confirm that I/we agree to and am/are bound by the above terms and conditions, in consideration of the Vendor's payment of HK\$10 to me/us after receiving my/our written demand.

我/我們特此確認我/我們同意上述條款並受上述條款約束（以賣方收到我/我們書面通知後向我/我們支付港幣 10 元為代價）。

\_\_\_\_\_  
Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：\_\_\_\_\_

No(s). of identification documents 身份證明文件之號碼：\_\_\_\_\_

*(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the company number and (ii) place of incorporation)*

（請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明））；若投標人為公司，請填上（i）公司號碼（ii）公司成立地點）

\_\_\_\_\_  
(place of incorporation, if applicable: \_\_\_\_\_)  
(公司成立地點，如適用：\_\_\_\_\_)

Contact information of the tenderer(s) 投標人聯絡資料：

Address 地址：\_\_\_\_\_

Telephone number 電話號碼：\_\_\_\_\_

Fax number 傳真號碼：\_\_\_\_\_

Email address 電郵地址：\_\_\_\_\_

Particulars of Intermediary 介紹人資料

Name 姓名：\_\_\_\_\_

EA Licence No. 地產代理牌照號碼: \_\_\_\_\_

Estate Agency 所屬地產代理公司: \_\_\_\_\_

PRELIMINARY AGREEMENT FOR SALE & PURCHASE

臨時買賣合約

Annex 1 附件一

賣方律師 Vendor's Solicitors:  
貝克．麥堅時律師事務所

賣方 Vendor:  
龍峰發展有限公司

香港鰂魚涌英皇道979號太古坊一座14樓  
BAKER & MCKENZIE  
14<sup>th</sup> Floor, One Taikoo Place,  
979 King's Road, Quarry Bay, Hong Kong  
Tel: 2846 2426 Fax: 2845 0476  
臨時買賣合約（“臨時合約”）  
PRELIMINARY AGREEMENT FOR SALE & PURCHASE (“Preliminary Agreement”)

香港九龍尖沙咀漆咸道南39號鐵路大廈19樓  
DRAGON MOUNT DEVELOPMENT LIMITED  
19<sup>th</sup> Floor, Railway Plaza, 39 Chatham Road South,  
Tsim Sha Tsui, Kowloon, Hong Kong  
Tel: 2756 0828 Fax: 2753 8434  
編號 No. :  
日期 Date :  
*to be filled in by Vendor(由賣方填上)*

買方 Purchaser:			香港身份證號碼 HKI.D. / 商業登記號碼 Business Registration No.		
地址 Address:			電話號碼 Tel No.:		
發展項目名稱及地址 : 明翹匯, 青衣細山路 18 號 Name and address of the development : The Grand Marine, 18 Sai Shan Road, Tsing Yi					
訂購物業（“本物業”）的資料 Details of the Property ( “ the Property ” )					
座數 Tower	樓層 Floor	單位 Flat	車位/電單車車位 Parking Space(s) / Motor Cycle Parking Space(s)		
		[with flat roof/garden] [連同平台/花園]			
<p>按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須： - It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed: - 由買方於 (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立；及 by the Purchaser on or before (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 由賣方於 (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。 by the Vendor on or before (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). <i>to be filled in by Vendor(由賣方填上)</i> <i>to be filled in by Vendor(由賣方填上)</i></p> <p>買方確認上述的購買乃由 _____ 所促成。 The Purchaser certify that the above purchase is introduced by _____.</p>					

本臨時合約受下文之其他附帶條款所約束。  
This Preliminary Agreement is subject to the Other Terms and Conditions as set out below.

買方簽署 Signed by Purchaser 代表賣方簽署 For and on behalf of the Vendor

*to be filled in by Vendor(由賣方填上)*  
上述所列臨時訂金 港幣 \_\_\_\_\_ 經已收妥，此據交來支票/本票(以銀行過數作實)  
Received the preliminary deposit in the sum of HK\$ \_\_\_\_\_ by way of Cheque / Cashier Order (subject to bank clearance)  
銀行名稱 Name of Bank 支票/本票號碼 Cheque / Cashier Order No. 港幣 HK\$ \_\_\_\_\_

**樓價及付款方法 Purchase Price and Payment Terms:**

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows (“Payment Terms”):- ，並須由買方按以下方式付予賣方（「付款方式」）:-
Preliminary Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement. (即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。
Further Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
Balance of Purchase Price 售價餘款	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid on or before the _____ day after signing of this Preliminary Agreement (the “Completion Date”) 即相等於售價的_____%，須於簽署本臨時合約後_____天（「成交日期」）內支付。

\* Delete if not applicable 刪去不適用者

## 其他附帶條款 Other Terms and Conditions

1. 在本臨時合約中－  
In this Preliminary Agreement –
  - (a) “實用面積” 具有《一手住宅物業銷售條例》（第621章）第8條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance(Cap.621);
  - (b) “工作日” 具有該條例第2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
  - (c) 附表 1 第(1)(a)條所指的項目的樓面面積，按照該條例第8(3)條計算；及  
the floor area of an item under clause (1)(a) of Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) 附表 1 第(1)(b)條所指的項目的面積，按照該條例附表2第2部計算。  
the area of an item under clause (1)(b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。  
The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. 如買方沒有在本臨時合約的簽署日期之後的5個工作日內簽立正式合約－  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
  - (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
6. 如本臨時合約下的本物業包括住宅單位也同時包括車位，本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。  
If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), the Property shall be covered by one single Agreement and one single subsequent Assignment.
7. 在不損害《物業轉易及財產條例》（第219章）第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。  
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
8. 所有訂金，樓價的任何部份及樓價餘款必須以香港持牌銀行所發出並以賣方律師作抬頭人的本票或保付支票支付。  
All deposits, part payments of the Purchase Price and the balance of the Purchase Price shall be paid by the Purchaser by way of cashier order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s solicitors for the relevant amount.
9. 買賣雙方同意於成交日期於辦公時間內在賣方律師辦公地點完成出售及購買本物業。  
The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor’s solicitor during office hours on the completion Date.
10. (a) 如買方選擇由賣方律師於本物業買賣中代表買方，賣方必須承擔該律師之正式合約和轉讓契的律師費用。  
If the Purchaser shall also instruct the Vendor’s solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor’s legal fees in respect of the Agreement and the Assignment.

- (b) 如買方選擇由其他律師於本物業買賣中代表買方，買賣雙方必須各自承擔其於正式合約和轉讓契的律師費用。  
If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay its/his/her own solicitor's legal fees in respect of the Agreement and the Assignment.
- (c) 所有圖則費、大廈公契及管理合約（包括分公契及管理合約，如有）之擬定、完成及登記之費用之適當比例分攤、契據認證副本之費用包括該等認證副本之圖則費、查冊費、所有就本臨時合約、正式合約及轉讓契須繳付之登記費及其他支出費用，均由買方承擔。買方並須承擔所有與本物業的按揭有關的律師費用及支出。  
All plan fees, a due proportion of the costs for the preparation, completion and registration of the Deed of Mutual Covenant and Management Agreement (including Sub-Deed(s) of Mutual Covenant and Management Agreement(s), if any), the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, all registration fees payable on this Preliminary Agreement, the Agreement and the Assignment 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.

11. [Not used] [不適用]

12. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅（如有的話），由買方承擔。  
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

13. 買方通訊地址或電話如有更改，買方須即以書面通知賣方。  
The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

14. (a) 雙方同意並聲明本臨時合約只適用於買方個人。除第 14(b) 條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。  
It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 14(b), only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
- (b) 賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人（但不能有任何代替之權利）擁有之指定權限只限於以買方名義代買方簽署正式合約。  
No attorney, trustee or nominee of any kind by the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

15. 正式合約格式須為賣方律師所擬定，其內容不得修改。  
The Agreement shall be in such form as may be prepared by the Vendor's solicitors without amendment.

16. 賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。  
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties thereto and on the same terms and conditions thereof.

17. 本臨時合約之中文及英文版本均具有相同的法律效力。  
Both the Chinese and English versions of the provisions in this Preliminary Agreement have the same legal effects.

18. 本臨時合約所列之時間或時限乃本臨時合約之重要部份。  
Time shall in every respect be of the essence of this Preliminary Agreement.

19. 買方已確認收到第(20)條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause (20) and fully understands its contents.

20. 就第(19)條而言，“對買方的警告”內容如下：  
For the purposes of clause (19), the following is the “Warning to Purchasers”:

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

21. 茲証明本物業根據《印花稅條例》（第117章）29A(1) 條之定義為住宅物業。  
It is hereby certified that the Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
22. 本物業的量度尺寸如下－ 參閱附表1。  
The measurements of the Property are as follows – see Schedule 1.
23. 本物業買賣所包括的裝置、裝修物料及設備如下－ 參閱附表2。  
The sale and purchase of the Property includes the fittings, finishes and appliances as follows – see Schedule 2.
24. 買方在購買本物業時完全知悉本物業的實質狀況與本物業內的裝置、裝修物料及設備，並接受本物業及該等裝置、裝修物料及設備的現狀。  
The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
25. 並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。  
A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.

## 附表 1 Schedule 1

\*物業 : 第 1 座 33&35 樓 B 室  
Property : Flat B on 33&35/F, Tower 1

(1) 本物業的量度尺寸如下:

The measurements of the Property are as follows :

(a) 本物業的實用面積為 [ 211.369 ] 平方米 / [ 2275 ] 平方呎, 其中—  
the saleable area of the Property is [ 211.369 ] square metres/ [ 2275 ] square feet of which —

[ 2.020 ] 平方米 / [ 22 ] 平方呎為露台的樓面面積;  
[ 2.020 ] square metres/ [ 22 ] square feet is the floor area of the balcony;

[ 1.510 ] 平方米 / [ 16 ] 平方呎為工作平台的樓面面積;  
[ 1.510 ] square metres/ [ 16 ] square feet is the floor area of the utility platform;

[ -- ] 平方米 / [ -- ] 平方呎為陽台的樓面面積; 及  
[ -- ] square metres/ [ -- ] square feet is the floor area of the verandah; and

(b) 其他量度尺寸為—  
other measurements are —

空調機房的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the air-conditioning plant room is [ -- ] square metres/ [ -- ] square feet;

窗台的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the bay window is [ -- ] square metres/ [ -- ] square feet;

閣樓的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the cockloft is [ -- ] square metres/ [ -- ] square feet;

平台的面積為 [ 49.817 ] 平方米 / [ 536 ] 平方呎;  
the area of the flat roof is [ 49.817 ] square metres/ [ 536 ] square feet;

花園的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the garden is [ -- ] square metres/ [ -- ] square feet;

停車位的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the parking space is [ -- ] square metres/ [ -- ] square feet;

天台的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the roof is [ -- ] square metres/ [ -- ] square feet;

梯屋的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the stairhood is [ -- ] square metres/ [ -- ] square feet;

前庭的面積為 [ -- ] 平方米 / [ -- ] 平方呎;  
the area of the terrace is [ -- ] square metres/ [ -- ] square feet;

庭院的面積為 [ -- ] 平方米 / [ -- ] 平方呎。  
the area of the yard is [ -- ] square metres/ [ -- ] square feet.

\* delete whichever is not appropriate 將不適用者刪去



**Schedule 2 附表 2**

**Fittings, Finishes and Appliances**

**裝置、裝修物料及設備**

<p>Internal Wall / Ceiling 內牆 / 天花板</p>	<p><b>Internal Wall</b> <b>內牆</b></p> <p>Living room, Dining room and Bedroom finished with emulsion paint except the following locations: 除下列位置外，客廳、飯廳及睡房髹乳膠漆：</p> <p>For flats as listed in note (1.2), mineral wool insulation with gypsum board and emulsion paint on the surface for Master Bedroom. 備註(1.2)所列之單位的主人睡房設有礦物棉隔層配以石膏板及表面塗有乳膠漆。</p> <p>For flats as listed in note (1.3), mineral wool insulation with gypsum board and emulsion paint on the surface for Bedroom 3 and Bedroom 4. 備註(1.3)所列之單位的睡房3及睡房4設有礦物棉隔層配以石膏板及表面塗有乳膠漆。</p> <p>For flats as listed in note (1.5), wallpaper, mirror, feature glass and stainless steel on the exposed surface for Living room and Dining room; fabric, wallpaper and stainless steel on the exposed surface for Master Bedroom, Bedroom 2 and Bedroom 3; wallpaper, velveteen wallpaper and stainless steel on the exposed surface for Bedroom 4. 備註(1.5)所列之單位的客廳及飯廳外露位置設有牆紙、鏡、特色玻璃及不銹鋼；主人睡房、睡房2及睡房3外露位置設有布料、牆紙及不銹鋼；睡房4外露位置設有牆紙、棉絨牆紙及不銹鋼。</p> <p><b>Ceiling</b> <b>天花板</b></p> <p>Ceiling of Living room, Dining room and Bedrooms finished with emulsion paint and gypsum board bulkhead with emulsion paint except the following locations: 除下列位置外，客廳、飯廳及睡房天花板髹乳膠漆及石膏板假陣髹上乳膠漆：</p> <p>For flats as listed in note (1.5), ceiling finished with emulsion paint and stainless steel to the exposed surface and gypsum board bulkhead and false ceiling for Living room, Dining room and Master Bedroom. 備註(1.5)所列之單位的客廳、飯廳及主人睡房的天花板外露位置及石膏板假陣及假天花髹上乳膠漆及設有不銹鋼。</p>
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<p>Internal Floor : 內部地板</p>	<p>Living room, Dining room and Bedrooms finished with engineered timber flooring and engineered timber skirting; metal strip and reconstituted stone border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable), except the following locations: 除下列位置外，客廳、飯廳及睡房鋪砌複合木地板及複合木牆腳線；鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及人造石材圍邊：</p> <p>For flats as listed in note (1.4), Living room, Dining room and Bedrooms finished with engineered timber flooring and engineered timber skirting; metal strip and marble border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable). 備註(1.4)所列之單位的客廳、飯廳及睡房鋪砌複合木地板及複合木牆腳線；鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及雲石圍邊。</p> <p>For flats as listed in note (1.5), Living room and Dining room finished with marble floor and stainless steel skirting; Bedrooms finished with engineered timber flooring and stainless steel skirting, metal strip and marble border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable). 備註(1.5)所列之單位的客廳及飯廳鋪砌雲石地板及不銹鋼腳線；睡房鋪砌複合木地板及不銹鋼腳線，鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及雲石圍邊。</p>
<p>Bathroom : 浴室</p>	<p>For Bathroom: Wall finished with tiles and mirror. 適用於浴室：牆壁鋪砌瓷磚及鏡。</p> <p>For Bathroom 1, Master Bathroom and Toilet (except Bathroom 1 of the flats as listed in note (1.4) and (1.5)): Wall finished with tiles. 適用於浴室 1、主人浴室及洗手間（備註(1.4)及(1.5)所列之單位的浴室1除外）：牆壁鋪砌瓷磚。</p> <p>For Bathroom 1 of the flats as listed in note (1.4) and (1.5): Wall finished with natural stone and metal. 適用於備註(1.4)及(1.5)所列之單位的浴室1：牆壁鋪砌天然石材及金屬。 For Bathroom 2 and Bathroom 3 of the flats as listed in note (1.4) and (1.5): Wall finished with natural stone. 適用於備註(1.4)及(1.5)所列之單位的浴室2及浴室3：牆壁鋪砌天然石材。 For Master Bathroom 1: Wall finished with natural stone, mirror and metal. 適用於主人浴室1：牆壁鋪砌天然石材、鏡及金屬。</p> <p>For Bathroom and Bathroom 1 (except Bathroom 1 of the flats as listed in note (1.4) and (1.5)): Floor finished with tiles and natural stone on exposed surface. 適用於浴室及浴室 1（備註(1.4)及(1.5)所列之單位的浴室1除外）：地板外露位置鋪砌瓷磚及天然石材。</p> <p>For Master Bathroom and Toilet: Floor finished with tiles on exposed surface. 適用於主人浴室及洗手間：地板外露位置鋪砌瓷磚。</p> <p>For Bathroom 1, Bathroom 2, Bathroom 3 and Master Bathroom 1 of the flats as listed in note (1.4) and (1.5): Floor finished with natural stone. 適用於備註(1.4)及(1.5)所列之單位的浴室 1、浴室2、浴室3 及主人浴室1：地板鋪砌天然石材。</p> <p>For Bathroom, Bathroom 1, Bathroom 2, Bathroom 3, Master Bathroom and Master Bathroom 1: Ceiling finished with metal trim, gypsum board false ceiling with emulsion paint on exposed surface. 適用於浴室、浴室1、浴室2、浴室3、主人浴室及主人浴室1：天花板外露位置裝設金屬飾邊、石膏板假天花髹上乳膠漆。</p> <p>For Toilet: Ceiling finished with metal false ceiling. 適用於洗手間：天花板設金屬假天花。</p> <p>For all bathrooms except Toilet: Fitted with basin cabinet countertop, basin cabinet and</p>

	<p>mirror cabinet. 適用於洗手間以外的所有浴室：設有面盆櫃台面、面盆櫃及鏡櫃。</p> <p>With sanitary fitment. 提供潔具。</p>
Kitchen 廚房	<p>For Kitchen: Wall finished with glass panel, stainless steel panel, reconstituted stone and tiles on exposed surface. 適用於廚房：牆壁外露位置鋪砌玻璃板面、不銹鋼板面、人造石材及瓷磚。</p> <p>For Kitchen 1: Wall finished with glass panel, stainless steel panel, tiles and natural stone on exposed surface. 適用於廚房1：牆壁外露位置鋪砌玻璃板面、不銹鋼板面、瓷磚及天然石材。</p> <p>For Open Kitchen: Wall finished with glass panel and tiles on exposed surface. 適用於開放式廚房：牆壁外露位置鋪砌玻璃板面及瓷磚。</p> <p>For Kitchen: Floor finished with tiles on exposed surface. 適用於廚房：地板外露位置鋪砌瓷磚。</p> <p>For Kitchen 1: Floor finished with natural stone on exposed surface. 適用於廚房1：地板外露位置鋪砌天然石材。</p> <p>For Open Kitchen: Floor finished with engineered timber flooring on exposed surface. 適用於開放式廚房：地板外露位置鋪砌複合木地板。</p> <p>Ceiling finished with gypsum board false ceiling with emulsion paint. 天花板裝設石膏板假天花髹上乳膠漆。</p> <p>With wooden kitchen cabinet. 設有木製廚櫃。</p>
Door 門	<p><b>Main entrance door</b> <b>大門</b> Solid core fire rated timber door finished with timber veneer and stainless steel, and fitted with lockset with handle, door closer, door stopper and eye viewer (except Flat A on 33/F&amp;35/F of Tower 1). Lockset with handle, door closer and eye viewer (applicable to Flat A on 33/F&amp;35/F of Tower 1). 木皮飾面及不銹鋼裝飾的實心防火木門，配上門鎖連手抽、氣鼓、門頂及防盜眼（第1座33樓及35樓A單位除外）。 門鎖連手抽、氣鼓及防盜眼（適用於第1座33樓及35樓A單位）。</p> <p><b>Balcony door</b> <b>露台門</b> Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Utility Platform door</b> <b>工作平台門</b> Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Living and Dining Room door to Flat Roof</b> <b>客廳及飯廳通往平台的門</b></p>

	<p>Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Bedroom and Store Room door</b> <b>睡房及儲物室門</b> Hollow core timber door finished with timber veneer and fitted with lockset with handle and door stopper (except Master Bedroom and Bedroom 4 of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面裝飾的空心木門，配上門鎖連手抽及門頂（第 1 座 33 樓及 35 樓 A 單位的主人睡房及睡房 4 除外）。 Hollow core timber door finished with timber veneer and resin board and fitted with lockset with handle and concealed door closer (applicable to Master Bedroom of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面及樹脂板裝飾的空心木門，配上門鎖連手抽及暗氣鼓（適用於第 1 座 33 樓及 35 樓 A 單位的主人睡房）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle and concealed door closer (applicable to Bedroom 4 of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面裝飾的空心木門，配上門鎖連手抽及暗氣鼓（適用於第 1 座 33 樓及 35 樓 A 單位的睡房 4）。</p> <p><b>Utility Room door</b> <b>多用途房門</b> Hollow core timber door with timber louver finished with timber veneer and fitted with lockset with handle (applicable to Utility Room without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽（適用於沒有窗的多用途房）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle (applicable to Utility Room with window). 木皮飾面空心門木，配上門鎖連手抽（適用於有窗的多用途房）。</p> <p><b>Bathroom door</b> <b>浴室門</b> Hollow core timber door with timber louver finished with timber veneer and fitted with lockset with handle and door stopper (applicable to Bathroom and Master Bathroom without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽及門頂（適用於沒有窗的浴室及主人浴室）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle and door stopper (applicable to Bathroom and Master Bathroom with window). 木皮飾面空心門木，配上門鎖連手抽及門頂（適用於有窗的浴室及主人浴室）。</p> <p><b>Master Bathroom door to Flat Roof</b> <b>主人浴室通往平台的門</b> Obscure glass and fluorocarbon coated aluminium frame door fitted with lockset with handle. 半透光玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Kitchen door</b> <b>廚房門</b> Timber veneer with fire rated solid core timber door with fire rated glass vision panels, fitted with lockset with handle, door stopper and door closer. 木皮飾面實心防火木門配防火玻璃視窗，配上門鎖連手抽、門頂及氣鼓。</p> <p><b>Kitchen door to Flat Roof</b> <b>廚房通往平台的門</b></p>
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	<p>Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁門，配上門鎖連手抽。</p> <p><b>Store Room door to Flat Roof</b> <b>儲物室通往平台的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁門，配上門鎖連手抽。</p> <p><b>Toilet door</b> <b>洗手間門</b> Sandblast glass and aluminium frame door, fitted with handle. 磨砂玻璃及鋁框門，配上手抽。</p> <p><b>Flat Roof folding door at 35/F</b> <b>35 樓平台摺門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Living and Dining Room door to Garden</b> <b>客廳及飯廳通往花園的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Master Bedroom door to Garden</b> <b>主人睡房通往花園的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Powder Room door</b> <b>化妝間門</b> Timber veneer hollow core timber door with timber louver, fitted with handle and door stopper (applicable to Powder Room without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽及門頂（適用於沒有窗的化妝間）。 Timber veneer hollow core timber door, fitted with handle and door stopper (applicable to Powder Room with window). 木皮飾面空心門木，配上門鎖連手抽及門頂（適用於有窗的化妝間）。</p>
Other Provisions 其他設備	<p>For Flat F &amp; G, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1; <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 F 及 G 室;</b> For Flat D, E, F &amp; G, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1A; <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 D、E、F、及 G 室;</b> For Flat F, G &amp; H, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2; <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 F、G 及 H 室;</b> For Flat C, D &amp; E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2A; <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 C、D 及 E 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker. 抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator; 裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom. 客廳、飯廳及睡房裝設冷氣機。</p>

	<p>For Flat B &amp; C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 及 C 室;</b>  For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1A;  <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b>  For Flat B, 3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1A;  <b>第 1A 座 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 室;</b>  For Flat B &amp; C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 及 C 室;</b>  For Flat E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 E 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 E 室;</b> Cooker  hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.抽油煙  機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater and thermo ventilator;  裝設熱水爐及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat D, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 D 室;</b>  For Flat C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1A;  <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 C 室;</b>  For Flat D, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 D 室;</b>  For Flat B, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2A;  <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 B 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b>  For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b></p>
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	<p><b>For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2A;</b>  <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker, gas cooker, combination steam oven and wine cellar.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐、煤氣煮食爐、蒸焗爐及酒櫃。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A &amp; B, 33/F &amp; 35/F (Duplex) of Tower 1;</b>  <b>第 1 座 33 樓及 35 樓(複式)A 及 B 室;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 1A;</b>  <b>第 1A 座 33 樓及 35 樓(複式)A 室;</b>  <b>For Flat A &amp; B, 33/F &amp; 35/F (Duplex) of Tower 2;</b>  <b>第 2 座 33 樓及 35 樓(複式)A 及 B 室;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 2A;</b>  <b>第 2A 座 33 樓及 35 樓(複式)A 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker, gas cooker, combination steam oven, wine cellar, coffee machine and dishwasher.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐、煤氣煮食爐、蒸焗爐、酒櫃、咖啡機及洗碗碟機。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 1A;</b>  <b>第 1A 座 33 樓及 35 樓(複式)A;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 2A;</b>  <b>第 2A 座 33 樓及 35 樓(複式)A;</b></p> <p>Jacuzzi for private flat roof.  私人平台設有按摩浴缸。</p> <p><b>For Flat A, 33/F&amp;35/F (Duplex) of Tower 1;</b>  <b>第 1 座 33 樓及 35 樓(複式)A;</b>  Master Bedroom, Bedroom 2, Bedroom 3 and Bedroom 4 fitted with wooden wardrobe or wooden cabinet and curtain and sheer.  主人睡房、睡房2、睡房3 及睡房4 設有木製衣櫃或木製櫃及窗簾布及窗紗。  Gas type barbecue grill for Flat Roof.  平台設有氣體式燒烤架。</p>
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Note (1.1) :

備註 (1.1) :

- (Not used)  
(不適用)

Note (1.2) :

備註 (1.2) :

- Flat A on 1/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 32/F of Tower 1A  
第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 32 樓的 A 單位

Note (1.3) :

備註 (1.3) :

- Flat A on 33/F and 35/F of Tower 1A  
第 1A 座 33 及 35 樓 A 室

Note (1.4) :

備註 (1.4) :

- Flat B, 33/F & 35/F (Duplex) of Tower 1  
第 1 座 33 樓及 35 樓(複式)B 室  
Flat A, 33/F & 35/F (Duplex) of Tower 1A  
第 1A 座 33 樓及 35 樓(複式)A 室  
Flat A & B, 33/F & 35/F (Duplex) of Tower 2  
第 2 座 33 樓及 35 樓(複式)A 及 B 室  
Flat A, 33/F & 35/F (Duplex) of Tower 2A  
第 2A 座 33 樓及 35 樓(複式)A 室

Note (1.5) :

備註 (1.5) :

- Flat A, 33/F and 35/F (Duplex) of Tower 1  
第 1 座 33 及 35 樓(複式)A 室



PRELIMINARY AGREEMENT FOR SALE & PURCHASE

臨時買賣合約

Annex 1 附件一

賣方律師 Vendor's Solicitors:  
貝克．麥堅時律師事務所

賣方 Vendor:  
龍峰發展有限公司

香港鰂魚涌英皇道979號太古坊一座14樓  
BAKER & MCKENZIE  
14<sup>th</sup> Floor, One Taikoo Place,  
979 King's Road, Quarry Bay, Hong Kong  
Tel: 2846 2426 Fax: 2845 0476  
臨時買賣合約（“臨時合約”）  
PRELIMINARY AGREEMENT FOR SALE & PURCHASE (“Preliminary Agreement”)

香港九龍尖沙咀漆咸道南39號鐵路大廈19樓  
DRAGON MOUNT DEVELOPMENT LIMITED  
19<sup>th</sup> Floor, Railway Plaza, 39 Chatham Road South,  
Tsim Sha Tsui, Kowloon, Hong Kong  
Tel: 2756 0828 Fax: 2753 8434  
編號 No. :  
日期 Date :  
*to be filled in by Vendor(由賣方填上)*

買方 Purchaser:			香港身份證號碼 HKI.D. / 商業登記號碼 Business Registration No.		
地址 Address:			電話號碼 Tel No.:		
發展項目名稱及地址 : 明翹匯, 青衣細山路 18 號 Name and address of the development : The Grand Marine, 18 Sai Shan Road, Tsing Yi					
訂購物業（“本物業”）的資料 Details of the Property ( “ the Property ” )					
座數 Tower	樓層 Floor	單位 Flat	車位/電單車車位 Parking Space(s) / Motor Cycle Parking Space(s)		
		[with flat roof/garden] [連同平台/花園]			
<p>按訂約雙方的意向，本臨時合約將會由一份買賣合約（“正式合約”）取代，正式合約須： - It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed: - 由買方於 (即本臨時合約的簽署日期之後的第五個工作日) 或之前簽立；及 by the Purchaser on or before (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 由賣方於 (即本臨時合約的簽署日期之後的第八個工作日) 或之前簽立。 by the Vendor on or before (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). <i>to be filled in by Vendor(由賣方填上)</i> <i>to be filled in by Vendor(由賣方填上)</i></p> <p>買方確認上述的購買乃由 _____ 所促成。 The Purchaser certify that the above purchase is introduced by _____.</p>					

本臨時合約受下文之其他附帶條款所約束。  
This Preliminary Agreement is subject to the Other Terms and Conditions as set out below.

買方簽署 Signed by Purchaser 代表賣方簽署 For and on behalf of the Vendor

*to be filled in by Vendor(由賣方填上)*  
上述所列臨時訂金 港幣 \_\_\_\_\_ 經已收妥，此據交來支票/本票(以銀行過數作實)  
Received the preliminary deposit in the sum of HK\$ \_\_\_\_\_ by way of Cheque / Cashier Order (subject to bank clearance)  
銀行名稱 Name of Bank 支票/本票號碼 Cheque / Cashier Order No. 港幣 HK\$ \_\_\_\_\_

**樓價及付款方法 Purchase Price and Payment Terms:**

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows (“Payment Terms”):- ，並須由買方按以下方式付予賣方（「付款方式」）:-
Preliminary Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement. (即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。
Further Deposit in the sum of 為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
*Further Deposit / Part payment in the sum of *為數	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid within _____ days after signing of this Preliminary Agreement. 即相等於售價的_____%的加付訂金/部分售價，須於簽署本臨時合約後____天內支付。
Balance of Purchase Price 售價餘款	HK\$ 港幣	元	, which is equal to _____% of the Purchase Price shall be paid on or before the _____ day after signing of this Preliminary Agreement (the “Completion Date”) 即相等於售價的_____%，須於簽署本臨時合約後_____天（「成交日期」）內支付。

\* Delete if not applicable 刪去不適用者

## 其他附帶條款 Other Terms and Conditions

1. 在本臨時合約中－  
In this Preliminary Agreement –
  - (a) “實用面積” 具有《一手住宅物業銷售條例》（第621章）第8條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance(Cap.621);
  - (b) “工作日” 具有該條例第2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
  - (c) 附表 1 第(1)(a)條所指的項目的樓面面積，按照該條例第8(3)條計算；及  
the floor area of an item under clause (1)(a) of Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
  - (d) 附表 1 第(1)(b)條所指的項目的面積，按照該條例附表2第2部計算。  
the area of an item under clause (1)(b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。  
The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。  
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
5. 如買方沒有在本臨時合約的簽署日期之後的5個工作日內簽立正式合約－  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
  - (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
  - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
6. 如本臨時合約下的本物業包括住宅單位也同時包括車位，本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。  
If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), the Property shall be covered by one single Agreement and one single subsequent Assignment.
7. 在不損害《物業轉易及財產條例》（第219章）第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。  
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser’s right under the law to raise requisition or objection in respect of title.
8. 所有訂金，樓價的任何部份及樓價餘款必須以香港持牌銀行所發出並以賣方律師作抬頭人的本票或保付支票支付。  
All deposits, part payments of the Purchase Price and the balance of the Purchase Price shall be paid by the Purchaser by way of cashier order(s) issued or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s solicitors for the relevant amount.
9. 買賣雙方同意於成交日期於辦公時間內在賣方律師辦公地點完成出售及購買本物業。  
The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor’s solicitor during office hours on the completion Date.
10. (a) 如買方選擇由賣方律師於本物業買賣中代表買方，賣方必須承擔該律師之正式合約和轉讓契的律師費用。  
If the Purchaser shall also instruct the Vendor’s solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor’s legal fees in respect of the Agreement and the Assignment.

- (b) 如買方選擇由其他律師於本物業買賣中代表買方，買賣雙方必須各自承擔其於正式合約和轉讓契的律師費用。  
If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay its/his/her own solicitor's legal fees in respect of the Agreement and the Assignment.
- (c) 所有圖則費、大廈公契及管理合約（包括分公契及管理合約，如有）之擬定、完成及登記之費用之適當比例分攤、契據認證副本之費用包括該等認證副本之圖則費、查冊費、所有就本臨時合約、正式合約及轉讓契須繳付之登記費及其他支出費用，均由買方承擔。買方並須承擔所有與本物業的按揭有關的律師費用及支出。  
All plan fees, a due proportion of the costs for the preparation, completion and registration of the Deed of Mutual Covenant and Management Agreement (including Sub-Deed(s) of Mutual Covenant and Management Agreement(s), if any), the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, all registration fees payable on this Preliminary Agreement, the Agreement and the Assignment 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.

11. [Not used] [不適用]

12. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅（如有的話），由買方承擔。  
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

13. 買方通訊地址或電話如有更改，買方須即以書面通知賣方。  
The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

14. (a) 雙方同意並聲明本臨時合約只適用於買方個人。除第 14(b) 條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。  
It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 14(b), only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
- (b) 賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人（但不能有任何代替之權利）擁有之指定權限只限於以買方名義代買方簽署正式合約。  
No attorney, trustee or nominee of any kind by the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

15. 正式合約格式須為賣方律師所擬定，其內容不得修改。  
The Agreement shall be in such form as may be prepared by the Vendor's solicitors without amendment.

16. 賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。  
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties thereto and on the same terms and conditions thereof.

17. 本臨時合約之中文及英文版本均具有相同的法律效力。  
Both the Chinese and English versions of the provisions in this Preliminary Agreement have the same legal effects.

18. 本臨時合約所列之時間或時限乃本臨時合約之重要部份。  
Time shall in every respect be of the essence of this Preliminary Agreement.

19. 買方已確認收到第(20)條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause (20) and fully understands its contents.

20. 就第(19)條而言，“對買方的警告”內容如下：  
For the purposes of clause (19), the following is the “Warning to Purchasers”:

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

21. 茲証明本物業根據《印花稅條例》（第117章）29A(1) 條之定義為住宅物業。  
It is hereby certified that the Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).
22. 本物業的量度尺寸如下－ 參閱附表1。  
The measurements of the Property are as follows – see Schedule 1.
23. 本物業買賣所包括的裝置、裝修物料及設備如下－ 參閱附表2。  
The sale and purchase of the Property includes the fittings, finishes and appliances as follows – see Schedule 2.
24. 買方在購買本物業時完全知悉本物業的實質狀況與本物業內的裝置、裝修物料及設備，並接受本物業及該等裝置、裝修物料及設備的現狀。  
The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
25. 並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。  
A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.

## 附表 1 Schedule 1

\*物業 : 第 1 座 33&35 樓 B 室  
Property : Flat B on 33&35/F, Tower 1

(1) 本物業的量度尺寸如下:

The measurements of the Property are as follows :

(a) 本物業的實用面積為 [ 211.369 ] 平方米 / [ 2275 ] 平方呎, 其中—  
the saleable area of the Property is [ 211.369 ] square metres/ [ 2275 ] square feet of which —

[ 2.020 ] 平方米 / [ 22 ] 平方呎為露台的樓面面積;  
[ 2.020 ] square metres/ [ 22 ] square feet is the floor area of the balcony;

[ 1.510 ] 平方米 / [ 16 ] 平方呎為工作平台的樓面面積;  
[ 1.510 ] square metres/ [ 16 ] square feet is the floor area of the utility platform;

[ -- ] 平方米 / [ -- ] 平方呎為陽台的樓面面積; 及  
[ -- ] square metres/ [ -- ] square feet is the floor area of the verandah; and

(b) 其他量度尺寸為—  
other measurements are —

空調機房的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the air-conditioning plant room is	[ -- ] square metres/	[ -- ] square feet;

窗台的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the bay window is	[ -- ] square metres/	[ -- ] square feet;

閣樓的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the cockloft is	[ -- ] square metres/	[ -- ] square feet;

平台的面積為	[ 49.817 ] 平方米 /	[ 536 ] 平方呎;
the area of the flat roof is	[ 49.817 ] square metres/	[ 536 ] square feet;

花園的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the garden is	[ -- ] square metres/	[ -- ] square feet;

停車位的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the parking space is	[ -- ] square metres/	[ -- ] square feet;

天台的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the roof is	[ -- ] square metres/	[ -- ] square feet;

梯屋的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the stairhood is	[ -- ] square metres/	[ -- ] square feet;

前庭的面積為	[ -- ] 平方米 /	[ -- ] 平方呎;
the area of the terrace is	[ -- ] square metres/	[ -- ] square feet;

庭院的面積為	[ -- ] 平方米 /	[ -- ] 平方呎。
the area of the yard is	[ -- ] square metres/	[ -- ] square feet.

\* delete whichever is not appropriate 將不適用者刪去

**Schedule 2 附表 2**

**Fittings, Finishes and Appliances**

**裝置、裝修物料及設備**

<p>Internal Wall / Ceiling 內牆 / 天花板</p>	<p><b>Internal Wall</b> <b>內牆</b></p> <p>Living room, Dining room and Bedroom finished with emulsion paint except the following locations: 除下列位置外，客廳、飯廳及睡房髹乳膠漆：</p> <p>For flats as listed in note (1.2), mineral wool insulation with gypsum board and emulsion paint on the surface for Master Bedroom. 備註(1.2)所列之單位的主人睡房設有礦物棉隔層配以石膏板及表面塗有乳膠漆。</p> <p>For flats as listed in note (1.3), mineral wool insulation with gypsum board and emulsion paint on the surface for Bedroom 3 and Bedroom 4. 備註(1.3)所列之單位的睡房3及睡房4設有礦物棉隔層配以石膏板及表面塗有乳膠漆。</p> <p>For flats as listed in note (1.5), wallpaper, mirror, feature glass and stainless steel on the exposed surface for Living room and Dining room; fabric, wallpaper and stainless steel on the exposed surface for Master Bedroom, Bedroom 2 and Bedroom 3; wallpaper, velveteen wallpaper and stainless steel on the exposed surface for Bedroom 4. 備註(1.5)所列之單位的客廳及飯廳外露位置設有牆紙、鏡、特色玻璃及不銹鋼；主人睡房、睡房2及睡房3外露位置設有布料、牆紙及不銹鋼；睡房4外露位置設有牆紙、棉絨牆紙及不銹鋼。</p> <p><b>Ceiling</b> <b>天花板</b></p> <p>Ceiling of Living room, Dining room and Bedrooms finished with emulsion paint and gypsum board bulkhead with emulsion paint except the following locations: 除下列位置外，客廳、飯廳及睡房天花板髹乳膠漆及石膏板假陣髹上乳膠漆：</p> <p>For flats as listed in note (1.5), ceiling finished with emulsion paint and stainless steel to the exposed surface and gypsum board bulkhead and false ceiling for Living room, Dining room and Master Bedroom. 備註(1.5)所列之單位的客廳、飯廳及主人睡房的天花板外露位置及石膏板假陣及假天花髹上乳膠漆及設有不銹鋼。</p>
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<p>Internal Floor : 內部地板</p>	<p>Living room, Dining room and Bedrooms finished with engineered timber flooring and engineered timber skirting; metal strip and reconstituted stone border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable), except the following locations: 除下列位置外，客廳、飯廳及睡房鋪砌複合木地板及複合木牆腳線；鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及人造石材圍邊：</p> <p>For flats as listed in note (1.4), Living room, Dining room and Bedrooms finished with engineered timber flooring and engineered timber skirting; metal strip and marble border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable). 備註(1.4)所列之單位的客廳、飯廳及睡房鋪砌複合木地板及複合木牆腳線；鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及雲石圍邊。</p> <p>For flats as listed in note (1.5), Living room and Dining room finished with marble floor and stainless steel skirting; Bedrooms finished with engineered timber flooring and stainless steel skirting, metal strip and marble border adjoining the Balcony, Flat Roof, Utility Platform or Garden (if applicable). 備註(1.5)所列之單位的客廳及飯廳鋪砌雲石地板及不銹鋼腳線；睡房鋪砌複合木地板及不銹鋼腳線，鄰接露台、平台、工作平台或花園（如適用）之內部地台圍邊部分鋪設金屬條及雲石圍邊。</p>
<p>Bathroom : 浴室</p>	<p>For Bathroom: Wall finished with tiles and mirror. 適用於浴室：牆壁鋪砌瓷磚及鏡。</p> <p>For Bathroom 1, Master Bathroom and Toilet (except Bathroom 1 of the flats as listed in note (1.4) and (1.5)): Wall finished with tiles. 適用於浴室 1、主人浴室及洗手間（備註(1.4)及(1.5)所列之單位的浴室1除外）：牆壁鋪砌瓷磚。</p> <p>For Bathroom 1 of the flats as listed in note (1.4) and (1.5): Wall finished with natural stone and metal. 適用於備註(1.4)及(1.5)所列之單位的浴室1：牆壁鋪砌天然石材及金屬。 For Bathroom 2 and Bathroom 3 of the flats as listed in note (1.4) and (1.5): Wall finished with natural stone. 適用於備註(1.4)及(1.5)所列之單位的浴室2及浴室3：牆壁鋪砌天然石材。 For Master Bathroom 1: Wall finished with natural stone, mirror and metal. 適用於主人浴室1：牆壁鋪砌天然石材、鏡及金屬。</p> <p>For Bathroom and Bathroom 1 (except Bathroom 1 of the flats as listed in note (1.4) and (1.5)): Floor finished with tiles and natural stone on exposed surface. 適用於浴室及浴室 1（備註(1.4)及(1.5)所列之單位的浴室1除外）：地板外露位置鋪砌瓷磚及天然石材。</p> <p>For Master Bathroom and Toilet: Floor finished with tiles on exposed surface. 適用於主人浴室及洗手間：地板外露位置鋪砌瓷磚。</p> <p>For Bathroom 1, Bathroom 2, Bathroom 3 and Master Bathroom 1 of the flats as listed in note (1.4) and (1.5): Floor finished with natural stone. 適用於備註(1.4)及(1.5)所列之單位的浴室 1、浴室2、浴室3 及主人浴室1：地板鋪砌天然石材。</p> <p>For Bathroom, Bathroom 1, Bathroom 2, Bathroom 3, Master Bathroom and Master Bathroom 1: Ceiling finished with metal trim, gypsum board false ceiling with emulsion paint on exposed surface. 適用於浴室、浴室1、浴室2、浴室3、主人浴室及主人浴室1：天花板外露位置裝設金屬飾邊、石膏板假天花髹上乳膠漆。</p> <p>For Toilet: Ceiling finished with metal false ceiling. 適用於洗手間：天花板設金屬假天花。</p> <p>For all bathrooms except Toilet: Fitted with basin cabinet countertop, basin cabinet and</p>



	<p>mirror cabinet. 適用於洗手間以外的所有浴室：設有面盆櫃台面、面盆櫃及鏡櫃。</p> <p>With sanitary fitment. 提供潔具。</p>
Kitchen 廚房	<p>For Kitchen: Wall finished with glass panel, stainless steel panel, reconstituted stone and tiles on exposed surface. 適用於廚房：牆壁外露位置鋪砌玻璃板面、不銹鋼板面、人造石材及瓷磚。</p> <p>For Kitchen 1: Wall finished with glass panel, stainless steel panel, tiles and natural stone on exposed surface. 適用於廚房1：牆壁外露位置鋪砌玻璃板面、不銹鋼板面、瓷磚及天然石材。</p> <p>For Open Kitchen: Wall finished with glass panel and tiles on exposed surface. 適用於開放式廚房：牆壁外露位置鋪砌玻璃板面及瓷磚。</p> <p>For Kitchen: Floor finished with tiles on exposed surface. 適用於廚房：地板外露位置鋪砌瓷磚。</p> <p>For Kitchen 1: Floor finished with natural stone on exposed surface. 適用於廚房1：地板外露位置鋪砌天然石材。</p> <p>For Open Kitchen: Floor finished with engineered timber flooring on exposed surface. 適用於開放式廚房：地板外露位置鋪砌複合木地板。</p> <p>Ceiling finished with gypsum board false ceiling with emulsion paint. 天花板裝設石膏板假天花髹上乳膠漆。</p> <p>With wooden kitchen cabinet. 設有木製廚櫃。</p>
Door 門	<p><b>Main entrance door</b> <b>大門</b> Solid core fire rated timber door finished with timber veneer and stainless steel, and fitted with lockset with handle, door closer, door stopper and eye viewer (except Flat A on 33/F&amp;35/F of Tower 1). Lockset with handle, door closer and eye viewer (applicable to Flat A on 33/F&amp;35/F of Tower 1). 木皮飾面及不銹鋼裝飾的實心防火木門，配上門鎖連手抽、氣鼓、門頂及防盜眼（第1座33樓及35樓A單位除外）。 門鎖連手抽、氣鼓及防盜眼（適用於第1座33樓及35樓A單位）。</p> <p><b>Balcony door</b> <b>露台門</b> Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Utility Platform door</b> <b>工作平台門</b> Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Living and Dining Room door to Flat Roof</b> <b>客廳及飯廳通往平台的門</b></p>

	<p>Aluminum framed door finished with glass and fluorocarbon coated aluminum frame and fitted with lockset with handle. 玻璃及氟碳噴漆鋁框裝飾的鋁框門，配上門鎖連手抽。</p> <p><b>Bedroom and Store Room door</b> <b>睡房及儲物室門</b> Hollow core timber door finished with timber veneer and fitted with lockset with handle and door stopper (except Master Bedroom and Bedroom 4 of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面裝飾的空心木門，配上門鎖連手抽及門頂（第 1 座 33 樓及 35 樓 A 單位的主人睡房及睡房 4 除外）。 Hollow core timber door finished with timber veneer and resin board and fitted with lockset with handle and concealed door closer (applicable to Master Bedroom of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面及樹脂板裝飾的空心木門，配上門鎖連手抽及暗氣鼓（適用於第 1 座 33 樓及 35 樓 A 單位的主人睡房）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle and concealed door closer (applicable to Bedroom 4 of Flat A on 33/F &amp; 35/F of Tower 1). 木皮飾面裝飾的空心木門，配上門鎖連手抽及暗氣鼓（適用於第 1 座 33 樓及 35 樓 A 單位的睡房 4）。</p> <p><b>Utility Room door</b> <b>多用途房門</b> Hollow core timber door with timber louver finished with timber veneer and fitted with lockset with handle (applicable to Utility Room without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽（適用於沒有窗的多用途房）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle (applicable to Utility Room with window). 木皮飾面空心門木，配上門鎖連手抽（適用於有窗的多用途房）。</p> <p><b>Bathroom door</b> <b>浴室門</b> Hollow core timber door with timber louver finished with timber veneer and fitted with lockset with handle and door stopper (applicable to Bathroom and Master Bathroom without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽及門頂（適用於沒有窗的浴室及主人浴室）。 Hollow core timber door finished with timber veneer and fitted with lockset with handle and door stopper (applicable to Bathroom and Master Bathroom with window). 木皮飾面空心門木，配上門鎖連手抽及門頂（適用於有窗的浴室及主人浴室）。</p> <p><b>Master Bathroom door to Flat Roof</b> <b>主人浴室通往平台的門</b> Obscure glass and fluorocarbon coated aluminium frame door fitted with lockset with handle. 半透光玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Kitchen door</b> <b>廚房門</b> Timber veneer with fire rated solid core timber door with fire rated glass vision panels, fitted with lockset with handle, door stopper and door closer. 木皮飾面實心防火木門配防火玻璃視窗，配上門鎖連手抽、門頂及氣鼓。</p> <p><b>Kitchen door to Flat Roof</b> <b>廚房通往平台的門</b></p>
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	<p>Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁門，配上門鎖連手抽。</p> <p><b>Store Room door to Flat Roof</b> <b>儲物室通往平台的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁門，配上門鎖連手抽。</p> <p><b>Toilet door</b> <b>洗手間門</b> Sandblast glass and aluminium frame door, fitted with handle. 磨砂玻璃及鋁框門，配上手抽。</p> <p><b>Flat Roof folding door at 35/F</b> <b>35 樓平台摺門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Living and Dining Room door to Garden</b> <b>客廳及飯廳通往花園的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with lockset with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Master Bedroom door to Garden</b> <b>主人睡房通往花園的門</b> Glass and fluorocarbon coated aluminium frame door, fitted with handle. 玻璃及氟碳噴漆鋁框門，配上門鎖連手抽。</p> <p><b>Powder Room door</b> <b>化妝間門</b> Timber veneer hollow core timber door with timber louver, fitted with handle and door stopper (applicable to Powder Room without window). 木皮飾面空心門木配以木製百葉，配上門鎖連手抽及門頂（適用於沒有窗的化妝間）。 Timber veneer hollow core timber door, fitted with handle and door stopper (applicable to Powder Room with window). 木皮飾面空心門木，配上門鎖連手抽及門頂（適用於有窗的化妝間）。</p>
Other Provisions 其他設備	<p>For Flat F &amp; G, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1; <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 F 及 G 室;</b> For Flat D, E, F &amp; G, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1A; <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 D、E、F、及 G 室;</b> For Flat F, G &amp; H, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2; <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 F、G 及 H 室;</b> For Flat C, D &amp; E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2A; <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 C、D 及 E 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker. 抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator; 裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom. 客廳、飯廳及睡房裝設冷氣機。</p>

	<p>For Flat B &amp; C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 及 C 室;</b>  For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1A;  <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b>  For Flat B, 3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1A;  <b>第 1A 座 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 室;</b>  For Flat B &amp; C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 B 及 C 室;</b>  For Flat E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 E 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat E, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 E 室;</b> Cooker  hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.抽油煙  機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater and thermo ventilator;  裝設熱水爐及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat D, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 D 室;</b>  For Flat C, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 1A;  <b>第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 C 室;</b>  For Flat D, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 D 室;</b>  For Flat B, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-33/F of Tower 2A;  <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 33 樓 B 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 1;</b>  <b>第 1 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b>  For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2;  <b>第 2 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b></p>
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	<p><b>For Flat A, 1/F-3/F, 5/F-12/F, 15-23/F, 25/F-32/F of Tower 2A;</b>  <b>第 2A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及 25 樓至 32 樓 A 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker, gas cooker, combination steam oven and wine cellar.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐、煤氣煮食爐、蒸焗爐及酒櫃。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A &amp; B, 33/F &amp; 35/F (Duplex) of Tower 1;</b>  <b>第 1 座 33 樓及 35 樓(複式)A 及 B 室;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 1A;</b>  <b>第 1A 座 33 樓及 35 樓(複式)A 室;</b>  <b>For Flat A &amp; B, 33/F &amp; 35/F (Duplex) of Tower 2;</b>  <b>第 2 座 33 樓及 35 樓(複式)A 及 B 室;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 2A;</b>  <b>第 2A 座 33 樓及 35 樓(複式)A 室;</b></p> <p>Cooker hood, microwave oven, 2 in 1 washer &amp; dryer, refrigerator, induction cooker, gas cooker, combination steam oven, wine cellar, coffee machine and dishwasher.  抽油煙機、微波爐、二合一洗衣乾衣機、雪櫃、電磁爐、煤氣煮食爐、蒸焗爐、酒櫃、咖啡機及洗碗碟機。</p> <p>Installed with water heater, exhaust fan and thermo ventilator;  裝設熱水爐、抽氣扇及浴室寶。</p> <p>Air-Conditioner for living room, dining room and bedroom.  客廳、飯廳及睡房裝設冷氣機。</p> <p><b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 1A;</b>  <b>第 1A 座 33 樓及 35 樓(複式)A;</b>  <b>For Flat A, 33/F &amp; 35/F (Duplex) of Tower 2A;</b>  <b>第 2A 座 33 樓及 35 樓(複式)A;</b></p> <p>Jacuzzi for private flat roof.  私人平台設有按摩浴缸。</p> <p><b>For Flat A, 33/F&amp;35/F (Duplex) of Tower 1;</b>  <b>第 1 座 33 樓及 35 樓(複式)A;</b>  Master Bedroom, Bedroom 2, Bedroom 3 and Bedroom 4 fitted with wooden wardrobe or wooden cabinet and curtain and sheer.  主人睡房、睡房2、睡房3 及睡房4 設有木製衣櫃或木製櫃及窗簾布及窗紗。  Gas type barbecue grill for Flat Roof.  平台設有氣體式燒烤架。</p>
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Note (1.1) :

備註 (1.1) :

- (Not used)  
(不適用)

Note (1.2) :

備註 (1.2) :

- Flat A on 1/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 32/F of Tower 1A  
第 1A 座 1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 32 樓的 A 單位

Note (1.3) :

備註 (1.3) :

- Flat A on 33/F and 35/F of Tower 1A  
第 1A 座 33 及 35 樓 A 室

Note (1.4) :

備註 (1.4) :

- Flat B, 33/F & 35/F (Duplex) of Tower 1  
第 1 座 33 樓及 35 樓(複式)B 室  
Flat A, 33/F & 35/F (Duplex) of Tower 1A  
第 1A 座 33 樓及 35 樓(複式)A 室  
Flat A & B, 33/F & 35/F (Duplex) of Tower 2  
第 2 座 33 樓及 35 樓(複式)A 及 B 室  
Flat A, 33/F & 35/F (Duplex) of Tower 2A  
第 2A 座 33 樓及 35 樓(複式)A 室

Note (1.5) :

備註 (1.5) :

- Flat A, 33/F and 35/F (Duplex) of Tower 1  
第 1 座 33 及 35 樓(複式)A 室

## 對買方的警告 WARNING TO PURCHASERS

發展項目 Development : 明翹匯 The Grand Marine  
 賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
 本物業 The Property : (1) 座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_  
 (2) 樓 Floor \_\_\_\_\_ 私家車車位 Parking Space for Cars \_\_\_\_\_ (如有) (if any)

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

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

- 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。
- 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。
- 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。
- 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，可能高於若你一開便聘用你自己的律師的話會須支付的費用。
- You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.  
 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Signature of the Purchaser(s) 買方簽署

Date 日期

## 與賣方關係的聲明 DECLARATION OF RELATIONSHIP WITH THE VENDOR

發展項目 Development : 明翹匯 The Grand Marine  
 賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
 本物業 The Property : (1) 座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_  
 (2) 樓 Floor \_\_\_\_\_ 私家車車位 Parking Space for Cars \_\_\_\_\_ (如有) (if any)

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

1. 請於下表中適用的方格打 ☒ 確認存在或不存在相關關係。

Please ☒ the appropriate box in the table below to indicate the existence or absence of the relationship(s) concerned

	買方編號 Purchaser No.			
	(1)	(2)	(3)	(4)
就《一手住宅物業銷售條例》(第 621 章)而言, 我/我們謹此確認我/我們 <u>不是</u> 賣方的「有關連人士」。 I/We hereby confirm that I/We am/are <b>NOT</b> a "related party" to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).				
就《一手住宅物業銷售條例》(第 621 章)而言, 我/我們聲明我/我們 <u>是</u> 賣方的「有關連人士」。 I/We hereby declare that I/We am/are a "related party" to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).				

2. 就本聲明而言, 如有以下情況, 某人即屬賣方的「有關連人士」:

For the purposes of this Declaration, a person is a "related party" to the Vendor if that person is:

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

Remarks 備註:

“holding company of that vendor” means - any of following: Chan HM Company Limited, Grand Ming Group Holdings Limited, GTC Vision Limited.

“associate corporation”, in relation to a corporation or specified body, means -

(a) a subsidiary of the corporation or specified body; or

(b) a subsidiary of a holding company of the corporation or specified body;

“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);

“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and

“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622).



「賣方的控權公司」 指 – 任何下列公司：Chan HM Company Limited、佳明集團控股有限公司、GTC Vision Limited。

「有聯繫法團」 就某法團或指明團體而言，指-

(a) 該法團或指明團體的附屬公司；或

(b) 該法團或指明團體的控權公司的附屬公司；

「經理」 具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；

「私人公司」 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及

「附屬公司」 指《公司條例》(第 622 章)所指的附屬公司。

3. 買方謹此聲明及確認上述提供之資料為真實及準確。如任何之買方提供之資料須要修正或已更改，買方同意及承諾儘快通知賣方。

The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.

4. 如本文件之中英文文本有任何歧義，一切以英文文本為準。

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

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Signature of the Purchaser(s) 買方簽署

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Date 日期

**個人資料收集聲明**  
**PERSONAL INFORMATION COLLECTION STATEMENT**

**收集閣下的個人資料**

**Collection of your personal information**

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

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

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」。

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

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

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

**閣下資料可能被用作的用途**

**Purposes for which Your Information may be used**

我們可能不時使用閣下資料作下列一個或多個用途：

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

- (i) 處理閣下的物業交易（或擬作出之交易），包括準備文件和作出任何必要的安排以完成交易；  
handling your property transaction(s) (or proposed transaction(s)) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (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）；  
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) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；  
where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) 處理閣下就服務、產品、會籍或利益事宜的申請或要求；  
handling your applications or requests for services, products, memberships or benefits;
- (v) 促進物業管理及保安；  
facilitating property management and security;
- (vi) 就我們或佳明集團之任何其他成員或由佳明集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（自願性質參與）；  
conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other member of Grand Ming Group or joint venture company(ies) set up by member(s) of Grand Ming Group and joint venture partners (“JV Companies”);
- (vii) 促銷服務、物業、物業發展項目、產品及其他標的（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；  
marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below);
- (viii) 進行統計研究和分析（統計研究及分析結果將不會揭露閣下的身分）；  
conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (ix) 與閣下溝通；  
communicating with you;
- (x) 調查及處理投訴；  
investigating and handling complaints;
- (xi) 預防或偵測非法或可疑活動；及  
preventing or detecting illegal or suspicious activities; and
- (xii) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。  
making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

**轉移閣下資料**

**Transfer of Your Information**

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

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

any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or outside Hong Kong.

#### 在直接促銷中使用閣下資料

##### Use of Your Information in direct marketing

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

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

就直接促銷，我們有意：

In connection with direct marketing, we intend:

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

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。

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

#### 查閱及改正閣下資料

##### Access to and correction of Your Information

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港九龍尖沙咀漆咸道南 39 號鐵路大廈 19 樓。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 19th Floor, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong.

根據條例中的條款，我們有權就處理及遵從閣下的查閱資料的要求收取合理費用。

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.

\* \* \* \* \*

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（“✓”），龍峰發展有限公司及其聯繫公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視屬何情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

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, Dragon Mount Development Limited and its related companies may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in “Use of Your Information in direct marketing” section above.

☐

請不要向我發送直接促銷資訊。

Please DO NOT send direct marketing information to me.

☐

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

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

Signature of the Purchaser(s) 買方簽署  
Name(s) 姓名

Date 日期

## 關於中介人的聲明 DECLARATION REGARDING INTERMEDIARY

發展項目 Development : 明翹匯 The Grand Marine  
 賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
 本物業 The Property : (1) 座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_  
 (2) 樓 Floor \_\_\_\_\_ 私家車車位 Parking Space for Cars \_\_\_\_\_ (如有) (if any)

編號 No.	買方姓名 Purchaser Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

## 中介人資料 Information of Intermediary

地產代理姓名 Name of estate agent	[ Name card of the estate agent] [ 地產代理卡片 ]
公司名稱 Estate agency	
聯絡電話 Contact No.	
地產代理牌照號碼 Estate Agent Licence No.	

買方謹此確認及聲明如下：

The Purchaser(s) hereby confirm and declare as follow:-

- 買方是經由中介人介紹到賣方的售樓處購買本物業的臨時買賣合約。  
The Purchaser(s) is/are introduced by the Intermediary to the Vendor's sales office to sign the Preliminary Agreement for Sale and Purchase for the purchase of the Property.
- 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。  
The Intermediary did not make and are 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.
- 除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。  
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 and administrative fees for amending the agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the purchase of the Property, the Purchaser should report to the Independent Commission Against Corruption.
- 買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。  
The Vendor is not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
- 如本文件之中英文文本有任何歧義，一切以英文文本為準。  
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

Signature of the Purchaser(s) 買方簽署

Date 日期

Notice of developer's funding for the slope maintenance works for The Grand Marine (the "Development")有關明翹匯（「發展項目」）斜坡維修工程的發展商資助通知

1. The Land Grant requires the owners of the Development to maintain relevant slope structures at their own costs, and each of the owners is obliged to contribute towards the costs of such maintenance work ("Slope Maintenance Cost").  
批地文件規定，發展項目中的擁有人須自費維修相關斜坡構築物，而每名擁有人均須分擔維修工程的費用（「斜坡維修費用」）。
2. An arrangement for the funding of up to a total of HK\$30,000,000.00 is intended to be provided by the developer, Dragon Mount Development Limited (the "Developer") from time to time within 15 years after the date of the deed of mutual covenant of the Development for the Slope Maintenance Cost, if any, incurred. The funding will be provided in such manner as the Developer may decide at its absolute discretion.  
關於本發展項目，發展商龍峰發展有限公司（「發展商」）擬於發展項目公共契約日期後十五年內不時提供合共上限為\$30,000,000.00港元的資助以支付發生或將發生的斜坡維修費用。資助之提供方式由發展商按其絕對酌情權決定。
3. Contractors associated with the Developer may participate in the tender for works for the maintenance of the relevant slope structures.  
與發展商有關連的承判商可能就相關斜坡構築物維修工程入標。
4. The abovementioned arrangement is provided for the Development and its owners from time to time, but not the purchasers of individual residential properties. The Purchaser's decision to purchase any residential property of the Development shall not be affected by or depended on the abovementioned arrangement.  
上述安排向發展項目本身及其不時之擁有人提供，而非向個別住宅物業買方提供。買方請勿受上述安排影響或以之作依據決定購買發展項目任何住宅物業。
5. The Developer reserves the right to amend or terminate the aforesaid arrangement (which is provided ex gratia) at any time without prior notice. Nothing herein shall constitute any offer, representation, warranty or contractual term.  
發展商保留權利在任何時候及不給予預先通知下更改或終止上述安排（該安排為特惠而並非出於法律責任性質）。本通知將不構成任何要約、陳述、保證或合約條款。
6. In the event of any conflict or discrepancy between the Chinese and English versions of this Notice, the English version shall prevail.  
如本通知之中英文本有任何歧義，一切以英文文本為準。

Dragon Mount Development Limited

龍峰發展有限公司

Date: 31/10/2019

I/We acknowledge receipt of a copy of this Notice and fully understand its contents.

本人/我們已收到上述通知的文本及完全明白其內容。

\_\_\_\_\_  
Signature of the Purchaser 買方簽署\_\_\_\_\_  
Date 日期

座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_ [連花園/ 平台] [including the garden/ flat roof(s) held therewith]

樓 Floor \_\_\_\_\_ 私家車車位 Parking Space for Cars \_\_\_\_\_ (如有) (if any)

## 物業參觀確認函

**ACKNOWLEDGEMENT LETTER FOR VIEWING OF PROPERTIES**

發展項目 Development : 明翹匯 The Grand Marine  
 賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
 本物業 The Property : 座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

1. 本人／我們即下述簽署人，謹此確認在簽署本物業之臨時買賣合約之前，賣方已開放(a)本物業或(b)(如開放本物業供本人／我們參觀並非合理地切實可行)發展項目中與本物業相若的住宅物業供本人／我們參觀，  
 I / We, the undersigned, hereby confirm that, prior to my / our signing of the preliminary agreement for sale and purchase of the Property, the Vendor has made (a) the Property or (b) (if it is not reasonably practicable for the Property to be viewed by me / us) a comparable residential property in the Development available for viewing by me / us,

(請選擇 Please specify)

- ☐ 且本人／我們已參觀過上述賣方已開放的(a) ☐ 本物業或(b) ☐ 發展項目中與本物業相若的住宅物業(視乎情況而定)。  
 and I / we have viewed (as the case may be) (a) ☐ the Property or (b) ☐ a comparable residential property made available to me / us by the Vendor as aforesaid.

或OR

- ☐ 但經充份考慮後本人／我們自主選擇決定不參觀上述賣方已開放的(a) ☐ 本物業或(b) ☐ 發展項目中與本物業相若的住宅物業(視乎情況而定)。  
 but after due consideration and out of my / our own free will and choice I / we decided not to view (as the case may be) (a) ☐ the Property or (b) ☐ a comparable residential property made available to me / us by the Vendor as aforesaid.

2. ☐ (如本人／我們已參觀過本物業) 本人／我們確認在簽署本物業之臨時買賣合約之前已知完全知悉本物業、在本物業內之裝置、裝修物料及設備(包括地板)及構成本物業外牆一部分的窗戶和幕牆的實質狀況，並接受本物業、該等裝置、裝修物料及設備(包括地板)及該等窗戶和幕牆在參觀本物業日期的現狀。在不影響本人／我們在正式買賣合約項下的權利為前提下，本人／我們確認賣方無須更換地板及該等窗戶和幕牆的玻璃。  
 (if I/we have viewed the Property) I/we confirm that I/we have full knowledge of the physical condition of the Property, the fittings, finishes and appliances therein (including the flooring) and the windows and curtain walls forming part of the external walls before signing the preliminary agreement for sale and purchase of the Property, and take(s) them as they stand on the date of viewing the Property. Without prejudice to my/our right under the agreement for sale and purchase, I/we confirm that the Vendor is not required to replace the flooring and the glass panels of such windows and curtain walls.

Signature of the Purchaser 買方簽署

Date 日期

**賣方資料表格**  
**VENDOR'S INFORMATION FORM**

Annex 8 附件八

發展項目 Development : 明翹匯 The Grand Marine  
賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
本物業 The Property : 座 Tower 1 樓 Floor 33&35 室 Flat B

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

This Vendor's Information Form is provided by the Vendor. 本賣方資料表格由賣方提供。

(a)	The amount of the management fee that is payable for the Property 須就物業支付的管理費用的款額	: HK\$9,936.00 per month 每月港幣
(b)	The amount of the Government rent (if any) that is payable for the Property 須就物業繳付的地稅（如有的話）的款額	: HK\$5,578.00 per quarter 每季港幣
(c)	The name of the owners' incorporation (if any) 業主立案法團（如有的話）的名稱	: The Incorporated Owners of The Grand Marine 明翹匯業主立案法團
(d)	The name of the manager of the Development 發展項目的管理人的姓名或名稱	: Grand Ming Property Management Limited 佳明物業管理有限公司
(e)	Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	: None 無
(f)	Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	: None 無
(g)	Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響物業的任何待決的申索	: None 無

Date of printing /印製日期: 21/06/2024

I/We, the undersigned, hereby acknowledge and confirm that I/we have received this form and am/are fully aware of the above prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

我/我們，即下述簽署人，謹此確認在簽署上述物業之臨時買賣合約之前，我/我們已收到此表格並完全獲悉以上事項。

\_\_\_\_\_  
Signature of the Purchaser 買方簽署

\_\_\_\_\_  
Date 日期

**關於置業易印花稅優惠的確認書**  
**ACKNOWLEDGEMENT LETTER REGARDING**  
**“EASY HOME STAMP DUTY BENEFIT**

Annex 9 附件九

發展項目 Development : 明翹匯 The Grand Marine  
賣方 Vendor : 龍峰發展有限公司 Dragon Mount Development Limited  
本物業 The Property : (1) 座 Tower \_\_\_\_\_ 樓 Floor \_\_\_\_\_ 室 Flat \_\_\_\_\_  
(2) 樓 Floor \_\_\_\_\_ 私家車車位 Parking Space for Cars \_\_\_\_\_ (如有) (if any)

成交金額 Transaction Price : HK\$ \_\_\_\_\_

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證 / 護照 / 商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

**To 致: The Purchaser 買方**

1. We, Dragon Mount Development Limited, refer to your purchase of the Property under a preliminary agreement for sale and purchase (the “**Preliminary Agreement**”) dated the date hereof.

本公司龍峰發展有限公司現就閣下根據一份日期為本信件日期之臨時買賣合約（以下稱「**臨時合約**」）購買本物業一事致函閣下。

2. The purpose of this letter is to confirm our offer of the following benefit (the “**Stamp Duty Benefit**”) to you, subject to and in accordance with the terms and conditions of this letter, in particular the fulfilment of your obligations in paragraphs 3 and 4 below:-

本信件之目的是為了確認本公司按照本信件所列的條款與細則(尤其是有關閣下履行以下第3至4段所列責任的條款)，向閣下提供以下優惠（以下稱「**印花稅優惠**」）： -

- (a) we will pay the Ad Valorem Stamp Duty payable by you for the purchase of the Property under the Agreement for Sale and Purchase for you (subject however to a cap of 4.25% of the Transaction Price) (“**Stamp Duty Payment**”).

本公司會代閣下繳付閣下購買本物業所須就買賣合約繳付的從價印花稅（上限為成交金額的 4.25%）（以下稱「**印花稅代繳金額**」）。

3. By signing this letter, you agree the following which shall be binding on you:-

簽署本信件即表示閣下同意以下各項並受其約束：

- (a) You shall execute a legally binding formal agreement for sale and purchase of the Property (in the form prescribed by us without amendments) (the “**Agreement for Sale and Purchase**”) in accordance with the terms and conditions of the Preliminary Agreement.

閣下須按照臨時合約的條款與細則，簽署一份有法律約束力的本物業的正式買賣合約（按本公司規定的格式及不得作出修改）（以下稱「**買賣合約**」）。

- (b) You shall make payment of the further deposit, additional deposit, further part payment and balance of Transaction Price within the time specified in the Preliminary Agreement and the Agreement for Sale and Purchase (subject to the actual date of payment(s) received by the Vendor’s solicitors) and perform and observe all other terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.

閣下須於臨時合約和買賣合約規定的限期內支付加付訂金、額外訂金、進一步的部份付款及成交金額餘額（以本公司代表律師實際收到款項日期計算），並履行及遵守臨時合約和買賣合約所有其他條款與細則。

- (c) You shall, within the period prescribed by the Stamp Duty Ordinance, cause all the Preliminary Agreement, the Agreement for Sale and Purchase, the Assignment of the Property, any subsequent nomination and other chargeable agreement for sale (if any) to be stamped with all stamp duty payable thereon, and shall, upon request by us or our solicitors, also provide



and procure your solicitors to provide our solicitors with certified copies thereof so duly stamped.

閣下須促使臨時合約、買賣合約、本物業的轉讓契、任何提名書及(如有)其他可予徵收印花稅的買賣協議在《印花稅條例》訂明的時限內加蓋所有應付的印花稅的印花，及在本公司或本公司代表律師要求時向本公司代表律師提供並促使閣下之代表律師向本公司代表律師提供該等已加蓋印花的文書的核證副本。

4. In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement for Sale and Purchase, the Vendor shall be entitled to withdraw and/or ask for refund of the Stamp Duty Benefit forthwith without prejudice to the Vendor's other rights and claims under the Preliminary Agreement, the Agreement for Sale and Purchase or other applicable laws.

若閣下未能遵守、履行或符合本信件、臨時合約或正式合約內任何條款或條件，本公司有權即時撤銷及/或要求退還印花稅優惠，且並不損害本公司於臨時合約、正式合約或其他適用法律下之其他權利及申索。

5. We will pay (through the Vendor's solicitors or in any other manner as we may decide) the Stamp Duty Benefit for you within the relevant period prescribed by law. However, the Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of the ad valorem stamp duty on the Agreement (or any part thereof) for whatever reason.

本公司會（透過本公司律師或以本公司決定的其他方式）代閣下於相關法定時限內繳付印花稅優惠，唯於任何情況下，因任何原因正式合約應付之從價印花稅（或其任何部分）未有如期繳付，本公司無須就任何罰款或損失負責。

6. If the ad valorem stamp duty on the Agreement for Sale and Purchase has been paid but becomes not payable because of the cancellation or termination of the Agreement for Sale and Purchase for whatever reason, you shall at our discretion: (a) forthwith pay an amount equivalent to the Stamp Duty Payment to us; or (b) forthwith carry out all steps and actions we require to assist us to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities (the "Stamp Duty Refund") (We will return the excess over the Stamp Duty Payment to the Purchaser). Where requested by us, whether there is already any cancellation or termination of the Agreement for Sale and Purchase or not, the Purchaser shall sign all relevant forms and documents for obtaining the aforesaid refund. You hereby authorize us to date and use the aforesaid forms and documents and submit the same to the competent authorities in due course.

若正式合約因任何原因被取消或終止而導致已付之買賣合約應付之從價印花稅將不再須要繳付，閣下須按本公司選擇：(a) 立即向本公司支付一筆等同印花稅代繳金額之款項；或(b)立即採取一切本公司要求之步驟及行動協助本公司從主管當局退回已付之正式合約應付之從價印花稅（以下稱「**退回印花稅**」）（超出印花稅代繳金額之部分本公司將交還買方）。如本公司要求，不論當時正式合約已或未有被取消或終止，買方須簽署所有用作退回印花稅之相關文件及表格。閣下特此授權本公司於適當時候於該等文件及表格加上日期、使用該等文件及表格並將之遞交予主管當局。

7. Time shall be of the essence of this letter.

在本信件中的時間規定須嚴格遵守。

8. The benefit in this letter is personal to you and is only available to you as a purchaser of the Property. The rights or benefits conferred on you under this letter are non-assignable and non-transferable.

本信件的利益屬於閣下個人所有，並且僅向作為本物業買方的閣下提供。本信件賦予閣下的權利或利益不得轉讓或轉移。

9. You may have to notify your bank of the Stamp Duty Benefit in the mortgage application process. The bank may take into account the Stamp Duty Benefit in determining the loan amount. For details, please make enquiry with the banks.

閣下在按揭申請中可能需要通知閣下的銀行有關印花稅優惠的安排。銀行決定提供貸款額時可能會考慮印花稅優惠。請向銀行查詢有關詳情。

10. Nothing in this letter shall be deemed or constructed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement for Sale and Purchase shall not be affected by this letter. Nothing in this letter shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Preliminary Agreement or 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及細則。本公司所有於臨時合約及買賣合約下之權利及濟助均不受本信件影響。本信件任何內容均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。

11. Any failure by any party hereto to observe or perform any of its obligations hereunder shall not in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement for Sale and Purchase, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement for Sale and Purchase. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement for Sale and Purchase. Any claim that the Purchaser may have under or in relation to or in connection with this letter shall be a claim against the Vendor for damages only.

本信件任何一方未能遵守或履行其於本信件下之任何責任均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問，若本公司未能履行其於本函內之責任，買方仍須遵守及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買本物業。所有按或就本信件提出的或與本信件有關連的而可由買方對本公司提出的申索，只能是為取得損害賠償的申索。

12. For the purpose of this letter, "Stamp Duty Ordinance" means the Stamp Duty Ordinance (Cap.117) as amended from time to time. 就本信件而言，《印花稅條例》是指經不時修訂的《印花稅條例》(香港法例第117章)。

13. In case of dispute, we reserve our rights to make the final decision on all matters arising from this letter and such decision shall be binding on you.

如有爭議，本公司有權就本信件引起的所有事宜作最後決定，該決定對閣下有約束力。

14. A person who is not a party to this letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this letter.

並非本信件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本信件任何條款及條件或享有本信件任何條款及條件之利益。

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

For and on behalf of  
Dragon Mount Development Limited  
龍峰發展有限公司

\_\_\_\_\_  
Authorized Signature(s)  
授權人士簽署

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

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

\_\_\_\_\_  
Signature of the Purchaser 買方簽署

\_\_\_\_\_  
Date 日期  
to be filled in by Vendor(由賣方填上)

印花稅須知 **Note on Stamp Duty**

On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to **cancel all demand-side management measures for residential properties with immediate effect**, that is, no Special Stamp Duty (“SSD”), Buyer’s Stamp Duty (“BSD”) or Ad Valorem Stamp Duty (“AVD”) at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024.

The Stamp Duty (Amendment) Ordinance 2024 (“**2024 Amendment Ordinance**”) was published in the Gazette on 19 April 2024 to give effect to the proposal. Under the 2024 Amendment Ordinance, any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. **The AVD rate of 7.5% under Part 1 of Scale 1 is to be amended to the same as those of AVD at Scale 2.**

2024年2月28日，財政司司長在其2024-25年度財政預算案中宣布，**建議自該日起撤銷所有住宅物業需求管理措施**，即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。

《2024年印花稅（修訂）條例》（《2024年修訂條例》）已於2024年4月19日刊憲，以實施上述建議。根據《2024年修訂條例》，在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下7.5%的「從價印花稅」稅率將修訂為與第2標準的稅率相同。

**Ad Valorem Stamp Duty Payable at Scale 2**  
**應繳第2標準稅率從價印花稅**

代價款額 Consideration		從價印花稅 (Ad Valorem Stamp Duty)
Exceeds 超逾	Does not exceed 不超逾	
---	HK\$3,000,000	HK\$100
HK\$3,000,001	HK\$3,528,240	HK\$100 + (代價款額 Consideration – HK\$3,000,000) x 10%
HK\$3,528,241	HK\$4,500,000	1.5%
HK\$4,500,001	HK\$4,935,480	HK\$67,500 + (代價款額 Consideration – HK\$4,500,000) x 10%
HK\$4,935,481	HK\$6,000,000	2.25%
HK\$6,000,001	HK\$6,642,860	HK\$135,000 + (代價款額 Consideration – HK\$6,000,000) x 10%
HK\$6,642,861	HK\$9,000,000	3%
HK\$9,000,001	HK\$10,080,000	HK\$270,000 + (代價款額 Consideration – HK\$9,000,000) x 10%
HK\$10,080,001	HK\$20,000,000	3.75%
HK\$20,000,001	HK\$21,739,120	HK\$750,000 + (代價款額 Consideration – HK\$20,000,000) x 10%
HK\$21,739,121	---	4.25%

\*\*\*\*\*

This document is for general reference only and does not constitute any legal advice on stamp duty or any individual case. Please consult your solicitors regarding details of the payment of any stamp duty and arrangements for application of exemption or relief of any stamp duty.  
本文件僅供一般參考，並不構成任何有關印花稅或任何個案之法律意見。有關支付任何印花稅及任何印花稅豁免或寬免申請之詳情，請向閣下律師查詢。

關於「先住後付優惠」的信件

Letter Regarding Early Move-in Benefit

(註：如投標人提出的成交日期為臨時合約日期後的第360日或之後，則此信件適用)  
 (Note: Only applicable if the Completion Date proposed by the Tenderer is on or later than the 360th day after the date of the Preliminary Agreement)

發展項目Development

: 明翹匯 The Grand Marine

賣方Vendor

: 龍峰發展有限公司 Dragon Mount Development Limited

該物業The Property

: 座 Tower\_\_\_\_\_樓 Floor\_\_\_\_\_室 Flat\_\_\_\_\_

編號 No.	買方姓名 Purchaser(s) Name(s)	身份證／護照／商業登記號碼 I.D./Passport/ B.R. No.
(1)		
(2)		
(3)		
(4)		

成交金額 Transaction Price:

To 致: The Purchaser 買方

- (1)

We, Dragon Mount Development Limited (the “Vendor”), refer to your purchase of the Property under a preliminary agreement for sale and purchase of even date (the “PASP”).

本公司龍峰發展有限公司（「賣方」）現就閣下根據一份於同日簽署的臨時買賣合約（以下稱「臨時合約」）購買該物業一事致函閣下。
- (2)

Subject to the fulfilment of your obligations below, we may permit you to occupy the Property as licensee before completion of sale and purchase in accordance with the terms and conditions of this Confirmation Letter:

在閣下履行以下責任的前提下，本公司可就閣下按照本函的條款與細則，准予閣下於買賣成交前以被許可人的身份佔用該物業：

(a)

you shall execute the formal agreement for sale and purchase of the Property (in the form prescribed by the Vendor's solicitors without amendment) (the “ASP”) within 5 working days from the date of the PASP;

閣下須於簽署臨時合約後5個工作日內簽署該物業的正式買賣合約（格式由賣方律師訂明，閣下不得要求任何修改）（「正式合約」）；

(b)

you shall, within 30 days after the date of signing of the PASP, sign the licence agreement in the form prescribed by the Vendor's solicitors (without amendment) in respect of the Property (the “Licence Agreement”), the main terms and conditions of which are listed as follows:

閣下須於簽署臨時合約的日期後30日內就該物業簽署許可協議（格式由賣方律師訂明，閣下不得要求任何修改）（「許可協議」），其主要條款如下：

(i)

The licence period shall not commence earlier than 65<sup>th</sup> day after the date of signing of the PASP (actual commencement date to be agreed and set out in the Licence Agreement) and shall expire upon the completion of the relevant sale and purchase in accordance with the ASP or on the “Completion Date” stated in the PASP (whichever is the earlier).

許可佔用期的首日不得早於簽署臨時合約的日期後第65天（實際開始日期由雙方協議並於許可協議中訂明），而許可佔用期須隨相關買賣按正式合約完成交易或在簽署臨時合約所列的「成交日期」當日終止

明)，而許可佔用期須隨相關買賣按正式合約完成交易或在簽署臨時合約所列的「成交日期」當日終止（以較早者為準）。

- (ii) you shall have paid to the Vendor not less than 10% of the Transaction Price in accordance with the ASP before the commencement of the licence period;

閣下須在許可佔用期開始前已根據正式合約向賣方繳付不少於成交金額之10%。

- (iii) You shall have paid to the Vendor a licence fee deposit equivalent to 2% of the Transaction Price, a security deposit equivalent to 2% of the Transaction Price and the first payment of licence fee equivalent to 1% of the Transaction Price before the commencement of the licence period;

閣下須在許可佔用期開始前已繳付相當於成交金額2%之許可佔用費按金、相當於成交金額2%之保證按金及相當於成交金額1%之的第一期許可佔用費。

- (iv) Licence fee shall be payable in advance in accordance with the table below:

閣下須按下表預先繳付許可佔用費：

The 120 <sup>th</sup> days after the date of signing of the PASP 臨時合約的日期後第120天	A sum equal to 2% of the Transaction Price payable on this date 須於此日期支付相當於成交金額2%之金額
The 180 <sup>th</sup> day after the date of signing of the PASP and every 60 days thereafter (i.e. 240 <sup>th</sup> day, 300 <sup>th</sup> day and so on) 臨時合約的日期後第180天及其後每60天（即第240天、300天，如此類推）	A sum equal to 1% of the Transaction Price payable on each of these dates 須於每個此等日期支付相當於成交金額1%之金額

- (v) During the licence period, you shall be responsible for management fees, Government rent and rate of the Property. You shall also bear all the legal costs and expenses (including adjudication fee and stamp duty (if any) arising from the Licence Agreement), utilities charges, utilities deposits and all other outgoings, etc. of the Property during the licence period.

在許可佔用期內，閣下須負責該物業之管理費、地租及差餉。閣下亦須負責所有法律費用及開支(包括就許可協議而產生的裁定費及印花稅(如有))、及於許可佔用期內該物業的公用事業服務收費、公用事業服務按金及其它開支等。

- (vi) If you are a corporate body, a guarantee shall be given by any one of your directors as security for the performance of your obligations under the Licence Agreement.

如閣下為公司，閣下之其中一位董事須提供一份擔保書作為閣下履行許可協議中的責任的保證。

- (vii) If the relevant sale and purchase is not completed in accordance with the ASP, the Licence Agreement shall be terminated and the Vendor shall be entitled to forfeit all licence fee, licence fee deposit and security deposit paid by you;

如相關買賣未能根據正式合約完成交易，許可協議會被終止，賣方將有權沒收所有閣下已繳付之許可佔用費、許可佔用費按金及保證按金。

- (viii) If the Property is subject to an existing mortgage (if any), you shall have no right to request and the Vendor is under no obligation to provide or prove any consent or approval from the mortgagee in relation to the licence of the Property.

如該物業受限於按揭（如有），閣下將無權及賣方將無責任提供按揭銀行有關該物業許可佔用的同意或

批准。

- (ix) Any other terms and conditions as shall be imposed by the Vendor.

任何其他由賣方施加的條款及細則。

- (3) The aforementioned licence for early occupancy is subject to the terms and conditions of the relevant Licence Agreement prescribed by the Vendor. The Vendor has absolute discretion to determine whether or not to grant the licence for early occupancy to you.  
前述提前入住的許可受限於由賣方訂明的相關許可協議之條款及條件，賣方有最終決定權決定是否准許閣下提前入住。
- (4) If you shall (i) fully settle the Transaction Price of the Property and complete the sale and purchase of the Property on the date(s) stipulated in the ASP (the date of settlement shall be the actual date on which payment is received by the Vendor's solicitors), and (ii) fully observe all terms and conditions in the Licence Agreement (including on time settlement of all licence fee), then the Vendor will apply the total sum of the licence fee and (subject to your agreement) all licence fee deposit and security deposit paid by you during the licence period towards to part of the balance of the Transaction Price.  
如閣下 (i) 依照正式合約訂定的日期付清該物業的成交金額 (以賣方代表律師實際收到款項日期計算) 及完成住宅物業的買賣，及 (ii) 全面遵守許可協議內之所有條款和條件 (包括按時付清許可佔用費)，則賣方會在該物業買賣完成時將該物業許可佔用期中閣下已支付之許可佔用費及 (如獲得閣下之同意) 所有許可佔用費按金及保證按金的總數直接用於支付部份成交金額餘額。
- (5) Should you wish to pay the remaining balance of Transaction Price earlier, you may by at least 60 days written notice in advance to the Vendor in which case you shall pay the remaining balance of Transaction Price and terminate the Licence Agreement.  
如閣下欲提早全數付清剩餘成交金額餘款，閣下可向賣方發出不少於60日書面通知要求付清剩餘成交金額餘款及終止許可協議。
- (6) No representation or warranty is or will be given by the Vendor in respect of the licence. You shall not be entitled to postpone or refuse to carry out completion of the sale and purchase of the Property or to perform or comply with the PASP or ASP or to seek any compensation on account of a failure by the Vendor to grant the licence or any dispute relating to the licence.  
賣方不曾亦不會就佔用許可作任何陳述或保證。閣下無權因賣方未能給予佔用許可或任何與佔用許可有關的爭議而延遲或拒絕就該物業進行成交、履行或遵守臨時合約或買賣合約或索取任何賠償。
- (7) All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally. The benefit in this Letter is personal to you and is only available to you as a purchaser of the Property.  
所有根據本函條款及條件賦予閣下之權利及優惠均不得轉讓及轉移，及只能由閣下本人行使及享用。本函的利益屬於閣下個人所有，並且僅向作為該物業買方的閣下提供。
- (8) Time shall be of the essence of this Letter.  
在本函中的時間規定須嚴格遵守。
- (9) This Letter is an agreement independent of the PASP and the ASP and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the PASP or the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be prejudiced and/or affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the PASP and the ASP and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP or the ASP, or the rights, duties or obligations of the parties to the PASP or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to observe and perform all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the

provisions of the PASP and the ASP. Any claim that you may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款/或條件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約內所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

- (10) In case of dispute, the Vendor reserves all rights to make the final decision on all matters arising from this Confirmation Letter and such decision shall be binding on you.

如有爭議，賣方有全權就本函引起之所有事宜作最後決定，該決定對閣下有約束力。

- (11) It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Confirmation Letter and nothing herein will create rights under the said Ordinance.

僅此明文說明《合約(第三者權利)條例》(第 623 章)不適用於本函及本函沒有授予任何該條例下的權利。

- (12) The Chinese version of this Confirmation Letter is for reference only and the English version thereof shall prevail in case of discrepancy.

本函之中文譯本僅供參考之用，如有差異，概以英文本為準。

For and on behalf of  
Dragon Mount Development Limited

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Authorized Signature(s)  
授權人士簽署

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

經妥當及謹慎考慮本函之內容後，我/我們同意接受本函及受本函所有條款及條件規限。

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Signature of the Purchaser(s) 買方簽署

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Date 日期 (to be filled in by Vendor 由賣方填上)