Elize Park, 181 Sai Yee Street (the "Development") 洗衣街 181 號 Elize Park (「發展項目」)

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF the following property(ies) in the Development (each a "**Property for Tender**"): 載有發展項目下述物業(每一該等物業稱為「**招標物業**」)招標條款及條件之招標公告:

Those properties set out in the Column of "Properties for Tender" in Paragraph A of Offer Section

要約部份A段「招標物業」一列所列出之物業

Vendor	Silverwealth Land Development Limited				
賣方					
Sales Arrangement	Information on Sales Arrangements of the following number (as				
銷售安排	amended from time to time):				
	以下編號之銷售安排資料(包括其不時之修定):				
	Sales Arrangements No. 9				
	銷售安排第9號				
Commencement Time of	See Tender Particulars Table				
Tender Sale	見招標詳情附表				
開始招標時間					
Closing Time of Tender Sale	See Tender Particulars Table				
截止招標時間	見招標詳情附表				
Tender Period	From Commencement Time of Tender Sale to Closing Time of				
招標期間	Tender Sale				
	由開始招標時間至截止招標時間				
Acceptance Period	The period between (a) Commencement Time of Tender Sale				
接受中標期間	concerned and (b) the date falling the 5th working day				
	after the date of tender sale concerned (both days inclusive)				
	指由(a)開始招標時間至(b)相關招標出售日期後起計的第5				
	個工作日內(包括首尾兩日)				
Tender Box	Tender box located at 投標箱設置於:				
投標箱	LG1/F, Chuang's London Plaza, 219 Nathan Rd, Jordan				
	佐敦彌敦道219號莊士倫敦廣場LG1樓				
Vendor's Solicitor	King & Wood Mallesons 金杜律師事務所				
賣方律師	Miss Chan Kin Wah Catherine 陳健華小姐 (3443 8456)				
	Miss Chan Mei Kuen May 陳美娟小姐 (3443 8457)				
	Miss Lee Siu Foon Amy 李兆歡小姐 (3443 8460)				
	Miss Mak Kwok Ling Fion 麥幗鈴小姐 (3443 8458)				

PLEASE NOTE: the Vendor has the absolute right to change the Tender Period, Commencement Time of Tender Sale and/or Closing Time of Tender Sale from time to time by amending the Sales Arrangement. The tender sale of the Properties for Tender is subject to availability. Where any Property for Tender has been sold under a particular tender sale carried out on a date of tender sale, no tender sale of that Property for Tender will be carried out on subsequent date(s) of tender sale. The Vendor has the absolute right to accept or reject any offer for the purchase of any Property for Tender. Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for that Property for Tender after the close of such previous tender exercise. In such event, the Vendor will reject other offer(s) for that Property for Tender.

請注意:賣方有全權透過修改銷售安排不時更改招標期間、開始招標時間及/或截止招標時間。 招標物業的招標出售視供應情況而定。如任何招標物業已在某招標出售日期進行的招標出售中 售出,其後的招標出售日期將不會進行該招標物業的招標出售。賣方有絕對權利接受或拒絕購 買任何招標物業的任何要約。儘管一招標物業可能會在招標出售日期進行招標,但由於賣方可 能會在先前的投標結束後接受該招標物業的先前投標,因此在招標出售日期該招標物業可能變 得不能再出售。在這種情況下,賣方將拒絕該招標物業的其他要約。

Should you have any query, please call the hotline of the Development: 2953 7555

如有任何問題,請致電發展項目的熱線查詢:2953 7555

Date of this Tender Notice: 14 November 2024 本招標公告日期: 2024年11月14日

Tender Particulars Table 招標詳情附表:

Date of tender sale 招標出售日期	Commencement Time of Tender Sale 開始招標時間	Closing Time of Tender Sale 截止招標時間
Tender on every day from 18 November 2024 to 31 March 2025 (both dates	11 a.m. on the relevant date of tender sale	6 p.m. on the relevant date of tender sale
inclusive) 招標於每日由2024年11月18日起至 2025年3月31日(包括首尾兩日)	相關招標出售日期的上午11時	相關招標出售日期的下午6時

TERMS AND CONDITIONS OF THE TENDER SALE 招標條款及條件

- 1. To make an offer to purchase any Property for Tender, a tenderer shall submit the items referred to in paragraph B of the Offer Section of this document below (the "Offer Section") by delivering the same to the Tender Box during the Tender Period. A Property for Tender so offered to be purchased by the tenderer will be referred to as a "Tendered Property".

 如欲作出要約購買任何招標物業,投標人須於招標期間把本文件下文要約部份 B 段所述的所有項目(「要約部份」)交回投標箱。投標人如此投票要約購買的招標物業稱為「投標物業」。
- 2. A tenderer's submission of a tender as aforesaid constitutes that tenderer's agreement to these terms and conditions and a formal offer for the purchase of the Tendered Property which shall remain irrevocable and open for acceptance by the Vendor during the Acceptance Period and, on acceptance by the Vendor, a contract shall be constituted between the tenderer and the Vendor. The Tendered Property the offer of which is accepted by the Vendor will be referred to as the "Purchased Property". 投標人如前述作出投標即視作投標人同意本文件條款及條件及就購買投標物業作出正式要約,且該要約於接受中標期間內不能收回及可供賣方接受,而一經賣方接受,投標人與賣方之間即有合約存在。獲賣方接受投標人要約的投標物業稱為「**所購物業**」。
- 3. A tenderer may offer to purchase of more than one Property for Tender in the Offer Section at the same time.

 投標人可於要約部份中同時就多於一個招標物業提出要約購買。
- 4. The Vendor may accept an 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, as soon as practicable, to the tenderer concerned one duplicate of the Preliminary Agreement for Sale and Purchase of the Purchased Property executed by the Vendor and dated not later than the last date of the Acceptance Period.

 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要約。賣方接受後,將盡快向有關投標人交回經賣方簽立且日期為不後於接受中標期間最後一日之所購物業之臨時買賣合約。
- 5. Before a tenderer's offer is accepted, any cashier order and cheque submitted by that tenderer will remain uncashed. Once an offer is accepted by the Vendor, all cashier order and cheque submitted by the tenderer concerned will be cashed for the payment of the preliminary deposit of the Purchased Property. If a tenderer's offer is not accepted, the Vendor will notify that tenderer. All cashier order and cheque submitted by that tenderer will be made available for collection by prior appointment Provided That the Vendor shall be entitled to return any cashier order and cheque to a tenderer (at the risk of that tenderer) by ordinary or registered post to the tenderer's address specified in the Offer Section. 投標人的要約未被接受前,投標人所提交之任何本票和支票將不作兌現。一旦賣方接受投標人要約,所有有關投標人遞交的本票和支票將作兌現並用以支付所購物業的臨時訂金。倘投標人的要約不被賣方接受,賣方將通知該投標人。經預約該投標人可領回所有該投標人號交的無兌現之本票和支票,唯賣方亦有權將任何本票和支票以普通或掛號郵遞至該投標人於要約部份填上之地址(遺失風險由該投標人承擔)。
- 6. If the successful tenderer is a company, there shall not be any change in directors /shareholders of the successful tenderer prior to the signing of the Agreement for Sale and Purchase. 如中標人為公司,在簽署正式買賣合約前其董事/股東不可有任何改動。
- 7. The Vendor does not undertake and is under no obligation whatsoever to, review, consider or accept the highest offer or any offer at all for the purchase of any Property for Tender. The Vendor shall have the

absolute discretion to determine whether to accept any tender of any Property for Tender, and the tender results decided by the Vendor are final and the tenderer shall not raise any claims or objections in respect thereof. The Vendor has the absolute right to withdraw from the sale of any Property for Tender at any time until the acceptance of an offer to purchase that Property for Tender.

賣方並不承諾亦無任何責任閱覽、考慮或接受認購任何招標物業最高出價之要約或任何要約。賣方有絕對酌情權決定是否接受任何招標物業的任何投標,賣方決定的投標結果 為最終的,而投標人不得就此提出任何申索或反對。賣方有全權於任何時間撤回出售任何招標物業,直至接受購買該招標物業之要約。

- 8. Where a tenderer submits a tender through the introduction of an estate agent (the "Intermediary"), the tenderer shall fill in the details of the Intermediary in the Offer Section. By submitting a tender, the tenderer will be deemed to have acknowledged and confirmed that:
 - 倘投標人經由地產代理(「介紹人」)介紹而投標,投標人須將介紹人資料填上要約部份。 投交標書,投標人即被視作知悉和確認:
 - (a) the Intermediary represents the tenderer in the transaction (whether or not the Intermediary also represent the Vendor); 介紹人於交易中代表投標人(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 the tenderer 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, whether or not the tenderer's offer to purchase is accepted;

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

- (c) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, whether or not the tenderer's offer to purchase is accepted. If the tenderer's offer is accepted, the sale and purchase of the Purchased Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and;
 - 投標人與介紹人或任何其他地產代理之任何轇轕(不論投標人的購買要約是否獲接受),一概與賣方無關。倘投標人的購買要約獲接受,所購物業之買賣將按照本文件條款及條件及交易文件條款及條件進行;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 any tenderer, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price of the Tendered Properties. If any person demands any other benefit from a tenderer for submission of the offer to purchase the Tendered Properties, the tenderer has been advised that the tenderer 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任何 投標人、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 任何人士就投標人入標認購投標物業向該投標人索取任何其他利益,該投標人已

Whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer's submission of the offer to purchase the Tendered Properties is subject to the Vendor's confirmation.

介紹人是否為介紹投標人予賣方以人標認購投標物業之地產代理,須由賣方核實方作準。

- 9. All tenderers are advised to instruct their own solicitors to advise them on the terms and conditions of this document and of the forms of the documents enclosed herewith. If the offer is accepted, the tenderer concerned may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Purchased Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor.
 - 特此建議所有投標人就本文件及附夾於本文件之各文件之條款及條件向其律師尋求意見。如要約獲賣方接受,有關投標人可以委託其自己的獨立律師代表其就以下事宜行事:(i)在賣方接納其投標後將會訂立的正式買賣合約,及(ii)所購物業的其後轉讓契;或其可委託賣方律師既代表賣方又代表其本人行事。
- 10. This document and the enclosed forms are all confidential Provided That they may be disclosed to professional advisor(s) upon reasonable discretion and on a need to know basis 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 in consideration of the agreement to the foregoing.
 - 本文件及所附夾之表格均屬機密,唯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專業顧問,唯透露之目的僅限於就本文件條款及條件所預期交易 之相關事宜提供專業意見。本文件及所附夾之表格之提供是以同意上文規定為代價。
- 11. In case a black rainstorm warning signal or a typhoon signal no.8 or above is issued on or before 10 a.m. on any Date of Tender Sale, no submission of tender shall be made on that particular Date of Tender Sale. 如於任何招標出售日期的上午 10 時或以前發出黑色暴雨警告或八號或以上颱風信號,當日將不設遞交投標書。
- 12. (a) Tenderers should note that whilst the Vendor may in its discretion answer questions of a general nature concerning the Properties for Tender, the Vendor will not provide legal or other advice in respect of this Tender Notice or statutory provisions affecting the Properties for Tender. All enquiries should be directed to the Vendor. 投標人請注意,賣方只會酌情回答關於招標物業的一般問題,而不會就本招標公告或關於招標物業的法定條文提供法律或其他意見。如有查詢,應聯絡賣方。
 - (b) Any statement, whether oral or written, made and any action taken by any officer of the Vendor or the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No statement, whether oral or written, made and any action taken by any officer of the Vendor or the Vendor in response to any enquiry made by a prospective or actual tenderer shall form or be deemed to form part of this Tender Notice or to amplify, alter, negate, waive, or otherwise vary any of the terms or conditions as are set out in this Tender Notice or give rise to any legal obligation on the part of the Vendor.

 賣方任何人員或賣方對有意投標或確實投標人的查詢所作出的任何口頭或書面陳述及所採取的任何行動,均只作指引及參考之用。賣方任何人員或賣方對有意投標或確實投標人的查詢所作出的任何口頭或書面陳述及所採取的任何行動,不得作為或被視作為構成本招標公告或闡述、更改、否定、豁免或在其他方面修改本招標公告所列出的任何條款或條件或引起賣方的任何法律責任。

- a. The tenderer may choose to make an "ASP Tender", under which (i) the tenderer shall submit the completed Agreement for Sale and Purchase instead of the Preliminary Agreement for Sale and Purchase of the Property; and (ii) the amount of deposit shall be such as offered by the tenderer-see the Offer Section for details.

 投標人可揀選作「正式合約投標」,而如揀選作正式合約投標,(i)投標人須遞交已填妥之本物業之正式買賣合約而非臨時買賣合約;及(ii)訂金金額由投標人自訂,詳情見要約部份。
 - b. If an "ASP Tender" is chosen to be made by the tenderer, the reference to Preliminary Agreement for Sale and Purchase in paragraph 4 shall be deemed to be a reference to Agreement for Sale and Purchase (with plan(s) attached thereto) and the reference to preliminary deposit in paragraph 5 shall be deemed to be a reference to the deposit. If the offer is accepted, the tenderer concerned should instruct an independent firm of solicitors of his own choice to act for him in respect of the subsequent Assignment of the Purchased Property. 如投標人揀選作正式合約投標,第 4 段中提及臨時買賣合約須視為提及正式買賣合約(連同附夾圖則),而第 5 段中提及臨時訂金須視為提及訂金。如要約獲賣方接受,有關投標人必須委託其自己的獨立律師代表其就所購物業其後的轉讓契行事。
- 14. 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。
- 15. 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 neuter gender).

 本文件條款及條件中,除非文意另有要求,凡指單數的字詞亦指眾數而指眾數的字詞亦指單數,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者。
- 16. 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。

OFFER SECTION

要約部份

	mpleted and signed by the tenderer: 者填妥及簽署:
Date of	Tender 招標日期:
A.	I/We hereby specify my/our offer to purchase the following property(ies). 我/我們特此指明我/我們之要約購買以下物業。

Tendered Properties (please tick) 投標物業 (請以剔號表示)	Properties for Tender 招標物業
	12B

B. I/We hereby indicate that I/we would like to choose to make an ASP Tender. 我/我們表明我/我們意欲揀選作正式合約投標。

I/We hereby submit the following materials to the Vendor, namely: 我/我們特此向賣方提交以下各項:

NOTE: Please submit a complete set of materials for each Tendered Property. 注意:請就每一投標物業遞交以下各項整套。

Part I 第 I 部分

1	Item(s) 項目 This document together with Offer Section	No. of counterpart needed for submission 需遞交份 數	Need dated by Tenderer? 需要投標人 在文件填上 日期嗎?	Submitted? 是否已提 交?
	completed 已填妥之本文件連同要約部份			
2	(applicable if NOT chosen to make an ASP Tender 如達揀選作正式合約投標則適用) Completed Preliminary Agreement for Sale and Purchase of the Property 已填妥之本物業之臨時買賣合約 OR 或 (applicable if chosen to make an ASP Tender 如揀選作正式合約投標則適用) Completed Agreement for Sale and Purchase of the Property 已填妥之本物業之正式買賣合約	2	X	
3	Completed Warning to Purchasers 對買方的警告	2	X	
4	Completed Declaration Regarding Intermediary 已填妥之關於中介人的聲明 OR 或 Completed Declaration Regarding No Intermediary 已填妥之關於並無中介人的聲明	2	X	
5	Completed Acknowledgement Letter Regarding Open Kitchen 已填妥之關於開放式廚房的確認書	2	X	

6	Completed Acknowledgement Letter Regarding Operation of Building Maintenance Unit 已填妥之關於建築物維護設備操作 的確認書	2	X	
7	Acknowledgement Letter Relating to Flat Roof and Roof (if applicable) 有關平台及天台之確認函 (如適用)	2	X	
8	"Ad Valorem Stamp Duty Benefit" Side Letter (if applicable) 「代繳從價印花稅優惠」附函 (如適 用)	2	X	
9	"Flexible Arrangement" (the "Benefit") Side Letter (if applicable) 「置彈性安排」「該優惠」附函 (如適用)	2	X	

Note: the forms of this Part are enclosed in this document. No amendment is allowed. 註:本部分項目的格式附夾於本文件,不得修改。

Part II 第 II 部分

	Item(s) 項目	Submitted? 是否已提 交?
1	(applicable if NOT chosen to make an ASP Tender) preliminary deposit: one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong (or one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong if Vendor agrees) in the amount of at least HK\$100,000 AND one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price offered less the total amount payable under all such cashier orders.	
	(如 非 揀選作正式合約投標則適用)臨時訂金:一張或多張由香港持牌銀行發出港幣的銀行本票(或如賣方同意,一張或多張由香港持牌銀行戶口開出的支票)金額合共至少 HK\$100,000及一張或多張由香港持牌銀行戶口開出金額合共等於出價 5% 減去上述本票總金額之港幣支票。	
	(applicable if chosen to make an ASP Tender) deposit: one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong (or one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong if Vendor agrees) in the amount of the deposit. The amount of the deposit shall be as decided by the tenderer provided that the amount shall be at least HK\$85,000 and at most 10% of the purchase price offered. (如揀選作正式合約投標則適用)訂金:一張或多張由香港持牌銀行發出港幣的銀行本票(或如賣方同意,一張或多張由香港持牌銀行戶口開出的支票)金額合共等於訂金金額。訂金金額由投標人自	
	訂,唯金額須至少為 HK\$85,000且至多為出價的10%。 (all cashier orders and cheques mentioned above made payable to "King &	

	Wood Mallesons"所有上述本票和支票抬頭人為「金杜律師事務所」)	
2	copy(ies) of identification document(s) of the tenderer (if the tenderer comprises more than one person, each such person) note: <i>i.</i> If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport.	
	ii. If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any) and business registration	
	certificate. 所有投標人的身份證明文件之副本	
	註:i. 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));	
	ii. 而若投標人為公司,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	
3	(Applicable only if the tenderer concerned is a company)	П
	a copy of the board resolutions of the tenderer authorizing the signing of the Offer	_
	Section and other documents mentioned above in the manner as they are signed	
	(只適用於投標人為公司)	
	投標人的董事决議授權簽署要約部份及上述其他文件和其簽署方式	
cons	hereby confirm that I/we agree to and am/are bound by the above terms and ideration of the Vendor's payment of HK\$10 to me/us after receiving my/our writt	en demand.
サナ/ユ	\$. 她看到我我們同音上述修款及修供並受上述修款约束(以賣方以	知状/状件基

C. 找/找们待此傩認找/找们问意上娅條款及條件亚受上娅條款約束(以買力収到找/找們書 面通知後向我/我們支付港幣10元為代價)。

D.	I/We hereby make the following declaration on related party (please choose one of the following): 我/我們特此確認作出以下關於有關連人士的聲明 (請選擇以下其一):					
	I/We/one or more of us am/is/are a related party(ies)* of the Vendor. 我/我們/我們中有一名或多於一名人士乃賣方的有關連人士。					
	I am not/We are not/None of us is a related party* of the Vendor. 我/我們均並非賣方的有關連人士。					

A person is a related party to the vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company. 如有以下情況,某人即屬賣方的有關連人士-該人是-(i)該賣方的董事,或該 董事的父母、配偶或子女;(ii) 該賣方的經理;(iii) 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;(iv)該賣方的有聯繫法團或控權公司;(v) 上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或(vi)上述

Remarks 備註:

有聯繫法團或控權公司的經理。

"holding company of that vendor" means any of the following companies: "賣方的控權公司" 指任何下列公司:

SWL Holding Limited, Silverwealth Land International Limited

- (ii) "associate corporation", in relation to a corporation or specified body, means—"有聯繫法團" 就某法團或指明團體而言,指 -
 - (a) a subsidiary of the corporation or specified body; or 該法團或指明團體的附屬公司;或
 - (b) a subsidiary of a holding company of the corporation or specified body; 該法團或指明團體的控權公司的附屬公司;
- (iii) "manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);

"經理" 具有《公司條例》(第622章)第2(1)條給予該詞的涵義;

- (iv) "private company" has the meaning given by section 11 of the Companies Ordinance (Cap 622); and
 - "私人公司" 具有《公司條例》(第622章)第11條給予該詞的涵義;及
- (v) "subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap 622).
 - "附屬公司" 指《公司條例》(第622章)所指的附屬公司。

E.	Contact Information of the Tenderer(s) 投標人資料	
	Name of tenderer(s) 投標人的姓名:	
	(applicable if the tenderer is a natural person 適用於投標人為自然人)	
	Identification documents no. 身份證明文件號碼:	
	Note: please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). 註: 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號碼如護照(請列明)	
	(applicable if the tenderer is a company 適用於投標人為公司)	
	(i) the company number 公司號碼	(i)
	(ii) place of incorporation 公司成立地點	(ii)
	Address地址:	
	Correspondence address 聯絡地址 (if different from address above 如 與上述地址不同):	
	Telephone number 電話號碼:	
	Fax number 傳真號碼:	
	Email address 電郵地址:	
	(applicable for tenderer (natural person) who is not in Hong Kong OR for tenderer (company) which is not incorporated in Hong Kong (適用於投標人(自然人)並非身處香港或投標人(公司)並非於香港成立)	
	i. Contact person in Hong Kong 在港聯絡人:	(i)
	ii. Hong Kong telephone number 香港電話號碼:	(ii)
F.	Particulars of Intermediary 介紹人資料	
	Name of Intermediary 介紹人姓名:	
	EA Licence No. 地產代理牌照號碼:	
	Estate Agency 所屬地產代理公司:	

G.	Persona	l Data 個人資料
		I/We hereby acknowledge the contents of Schedule hereto and disclosure of my/our personal data as mentioned in paragraph 1 in that Schedule. 我/我們茲確認本文件附表及該附表第 1 段所述使用及披露我/我們的個人資料。
		I/We object to the use and provision of my/our personal data for direct marketing purposes as mentioned in that Schedule. * (*Should the tenderer finds such use or provision of the tenderer's personal data not acceptable, please indicate objection by ticking this box before signing this document.) 我/我們反對使用及提我/我們的個人資料作本文件附表所述的直接促銷用途。* (*如投標人不同意對投標人的個人資料之該等使用或提供,請在空格加上剔號,然後簽署本文件。)
Tender	er's Signa	ture 投標人簽署
Date	期:	

Schedule 附表

Personal Information Collection Statement 個人資料收集聲明

"group companies" below means the group companies of the Vendor, i.e., Silverwealth Land Development Limited, SWL Holding Limited, Silverwealth Land International Limited

「集團公司」指賣方的集團公司,即 Silverwealth Land Development Limited、SWL Holding Limited、Silverwealth Land International Limited

"applicable address" means Suite A, 20/F., Wah Hen Commercial Centre, 383 Hennessy Road, Hong Kong「適用地址」指香港軒尼詩道 383 號華軒商業中心 20 樓 A 室

- 1. The Vendor ("we" or "us") needs the personal data of you (i.e. the tenderer) for purposes including: dealing with matters relating to the tender and the sale and purchase of the Property, providing services to you and meeting requirements imposed by law. Your provision of personal data is voluntary but we may not be able to process your request or provide the required services to you if you do not provide us with the required data. We will keep your personal data confidential at all times, but may disclose and transfer your data to the group companies, and/or any appropriate government or regulatory authorities for one or more of the purposes stated above.

 賈方(「我們」)需要閣下(即投標人)個人資料作不同用途,包括處理本物業之招標及 賈賣相關事宜、為閣下提供服務及遵守法律的規定。 閣下的個人資料為自願提供的,但如果閣下未能提供我們所需的資料,我們可能無法處理閣下的要求或向閣下提供服務。我們在任何時候都會將 閣下的個人資料保密,惟我們可能將閣下的個人資料,就上述一項或多項用途向集團公司,及/或任何適當的政府或監管機構作出披露和移轉。
- 2. We intend to use your personal data in direct marketing and provide your personal data to the group companies for use by them in direct marketing. 我們擬使用閣下的個人資料作直接促銷及提供 閣下的個人資料給集團公司供他們作直接促銷之用。
- 3. We may not so use or provide your personal data unless we have received your written consent to the intended use and provision.

 我們不得如此使用或提供閣下的個人資料,除非已獲得閣下有關此等使用及提供的書面同意。
- 4. Your personal data to be used and provided includes your name, contact number and address. 將會被使用及提供的閣下個人資料包括閣下的姓名、聯絡電話號碼及地址。
- 5. Your personal data will be used and provided for marketing property development projects including but not limited to:

閣下的個人資料會被使用及提供作促銷物業發展項目包括但不限於:

- The leasing/sales information (including but not limited to leasing/sales information relating to car parking spaces) and promotional activities in relation to the Development on the understanding that the sale or leasing arrangements shall be determined by the Vendor at its sole discretion; and
 - 有關發展項目之租售資料(包括但不限於車位之租售資料)及推廣活動,而閣下明白租售之安排將由賣方全權決定;及
- The promotional materials of the properties marketed by the Vendor and/or the group companies 賣方及/或集團公司所推廣的物業的相關宣傳資料。

- 6. If you do not consent to the use and provision of your personal data for direct marketing purposes as stated above, you may tick the relevant box in the Offer Section. If you consent to the use and provision of your personal data for direct marketing but wish to withdraw your consent at a later stage, please inform us in writing at the applicable address. Any such request should clearly state the details of the personal data in respect of which the request is made. 若閣下不同意個人資料被使用及提供作上述的直接促銷用途,閣下可在要約部分相關空格加上剔號。若閣下同意個人資料被使用及提供作直接促銷用途但日後希望撤回同意,請致函適用地址通知我們。任何此等要求均須清楚說明相關要求所針對的個人資料的詳情。
- 7. You have the right to ascertain whether we hold your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request us to inform you of the type of personal data held by us. Requests for access and correction or for information regarding our privacy policies and practices should be addressed to our Marketing Officer by writing at the applicable address. 閣下有權確認我們是否持有閣下的個人資料,並獲取該等資料之副本,以及改正任何錯誤之資料。閣下亦可要求我們通知 閣下我們持有之個人資料類別。閣下可透過書面方式致函適用地址聯絡我們的市場推廣主任要求查閱或改正 閣下的個人資料或了解我們的資料保護政策和實務詳情。

PRELIMINARY AGREEMENT 臨時合約

Serial No. 編號: Date 日期:

Vendor 賣方	Silverwea	lth Land Deve	lopment Limited				
Vendor's solicitors 賣方律師	King Mallesons 金杜律師	;	Central, Hong Ko	ng	andmark, 15 Queer 地廣場告羅士打大『	Fax No.	電話號碼 3443-1000 傳真號碼 3443-1299
Purchaser 買方	Purchaser 買方姓名	rs' / Purchaser'	s Name(s)			HKID No./ P	assport No./ B.R.No. 號碼/護照號碼/商業登記證號碼
(1)						
(. (.	3)				porate purchasers		
(4	4) Directors	' / Directorle ne	nma(s) and HVID	No(s) (for an	marata nurahasars		
	only)						
(馬(只適用於買方)				
(2	2)						
						Tel. No 電話	號碼
Purchaser's Correspondenc Registered Address							
買方通訊 / 註冊地址							
	-						
The Vendor agrees to sell and Conditions" set out hereto. 賣力							nditions and the "Other Terms and
Conditions set out hereto. 頁)] 及貝刀 於 』	山門思似塚丛	Name and Ad			「延之物未。	
				項目名稱及			
			E1	ize Pa	rk		
		181			 旺角洗衣街 181	· 吃	
The Property					with flat roof		
The Property 本物業	F	Floor	樓 Flat	単	位 連同平台/天	台 ————————————————————————————————————	
Purchase Price and Paymer 售價及付款方式	nt Terms		Payment Plan	寸款計劃			
The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣				the Purchaser to the 可式付予賣方("付款		ner as follows ("Payment Terms"):-
Preliminary Deposit in the					of the Purchase P	rice shall be paid	upon signing of this Preliminary
sum of 為數	港幣		元 Agreemer (即生價	的 5%) 的暗	時訂金,須於簽署	木庭時会約時支	\
*Further Deposit	HK\$			n or before		T- min () () () ()	
see [note] 加付訂金 見[備註]	港幣		<i>U</i> <		ichever is the earlier		日或之前支付
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			或於完成	交易時支付	以較早者為準		
*Part Payment of	HK\$		元 payable o	n or before			口式分类土什
Purchase Price 部份售價價款	港幣		J/S	ompletion, wh	ichever is the earlier		日或之前支付
			或於完成	交易時支付	以較早者為準		
*Part Payment of Purchase Price	HK\$ 港幣		元 payable o	n or before			日或之前支付
部份售價價款	, G 114		or upon co		ichever is the earlier 以較早者為準		
Balance of Purchase Price	HK\$		= payable	on or before			
售價餘額	港幣		ЛS	completion w	hichever is the earlie	·r	日或之前支付
			或於完成	艾交易時支付	,以較早者為準	1	
	HK\$ 港幣			upon complet ど易時 支付	on		
[note]must not be paid before		nal Agreement	for Sale and Purch	ase			
[備註]不能早於正式買賣合約 * delete whichever is not appro		適用老刪去					
Received from the	E. 1000 Md. L.X	<u>- 717 A INI A </u>			posit payable		Received by
Purchaser the sum of HK\$ 茲收到買方港幣	元				minary Agreement. 持應付之臨時訂金		經手收款人
Name of Bank 銀行名稱			Cashier's O	order/Cheque	No. 本票/支票號碼		
							Signature 変要

OTHER TERMS AND CONDITIONS

1 11		款及條件:
1.		is Preliminary Agreement — 臨時合約中: "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance
	(u)	(Cap. 621); "實用面積"具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
	(b)	"working day" has the meaning given by section 2(1) of that Ordinance; "工作日" 具有該條例第 2 (1) 條給予該詞的涵義;
	(c)	the floor area of an item under clause 8(a) is calculated in accordance with section 8 (3) of that Ordinance; and 第 8(a) 條所指的項目的樓面面積,按照該條例第 8(3)條計算;及
	(d)	the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第 8(b) 條所指的項目的面積,按照該條例附表 2 第 2 部計算。
2.		Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder. 領支付的臨時訂金,須由賣方律師作為保證金保存人而持有。
3.		intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed — 的雙方的意向,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 — by the Purchaser on or before(i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and 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
	(b)	by the Vendor on or before (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). 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。
4.		ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser. 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。
5.		special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser. 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。
6.		form of the Agreement shall be as prescribed by the Vendor. The Purchaser shall not be entitled to request for any amendment thereto. 合約格式由賣方訂定,買方無權要求更改。
7.		e Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed — 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— this Preliminary Agreement is terminated; 本臨時合約即告終止;
	(b)	the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收歸於賣方;及

(c) the Vendor does not have any further claim against the Purchaser for the failure. 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 measurements of the Property are as follows —

本物業的量度尺寸如下:

*[

(a) the saleable area of the Property is 本物業的實用面積為

square metres / *[平方米/ *[square metres / *[

平方米/ square metres /

平方米/

square metres / square feet *[of which —] 平方呎*[,其中一] 平方米/

square feet is the floor area of the balcony]; 平方呎為露台的樓面面積];

square feet is the floor area of the utility platform]; 平方呎為工作平台的樓面面積];

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

(b) other measurements are 其他量度尺寸為一

*[the area of the air-conditioning plant room is

*[空調機房的面積為

*[the area of the bay window is

*[窗台的面積為

*[the area of the cockloft is

*[閣樓的面積為

*[the area of the flat roof is

*[平台的面積為

*[the area of the garden is

*[花園的面積為

*[the area of the parking space is

*[停車位的面積為

*[the area of the roof is

*[天台的面積為

*[the area of the stairhood is

*[梯屋的面積為

*[the area of the terrace is

*[前庭的面積為

*[the area of the yard is

*[庭院的面積為

*Delete as appropriate.

*將不適用者刪去。

square metres / 平方米/ square metres / 平方米/ square metres / 平方米/ square metres / 平方米/

square feet]; 平方呎]; square feet]; 平方呎];

square feet]; 平方呎];

square metres / 平方米/ square metres / 平方米/

square metres /

square metres /

square metres /

square metres /

平方米/

平方米/

平方米/

平方米/

平方呎];

square feet];

square feet];

平方呎];

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows - fittings, finishes and appliances set out in the Appendix.

本物業買賣所包括的裝置、裝修物料及設備如下一 附錄所列明之裝置、裝修物料及設備。

10. 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.

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。

11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.

買方已確認收到第12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。

12. For the purposes of clause 11, the following is the "Warning to Purchasers" —

就第11條而言,"對買方的警告"內容如下一

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

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

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

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

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

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

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

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

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
 - 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前,詳加考慮。
- 13. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after the approval by the Building Authority has been obtained.

賣方保留於其認為所需時修改本發展項目 (包括本物業)建築圖則之權利,但賣方須由建築事務監督就有關影響本物業修改之批准後計 14 天內以書面通知買方。

14. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitors during office hours within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計十四天內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。

- 15. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 16, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
 - 雙方同意並聲明本臨時合約只適用於買方個人。除第 16 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。
- 16. 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 appointed under a duly executed power of attorney to the satisfaction of the Vendor in the name and on behalf of the Purchaser.

賣方並不接受買方任何形式之授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人是由一份為買方妥為簽署並 為賣方滿意的授權書委任的獲授權人。

17. (a) The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

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。

- (b) The charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement ("DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser. 業權契約認證副本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約("大廈公契")製作、登記及完成之費用及其他有關本物業的買賣之文件等費用,由買方單獨承擔及繳付。
- (c) The Purchaser shall solely bear and pay all legal costs and disbursements of and incidental to the Preliminary Agreement, the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Preliminary Agreement, the Agreement and the subsequent Assignment. If the Purchaser instructs another firm of solicitors to act for him in the Agreement and the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Preliminary Agreement, the Agreement and the subsequent Assignment.

於此買賣交易中買方須負責繳付所有有關擬定、完成、釐印及登記正式合約及轉讓契之費用及支出及其他一切有關本臨時合約、正式合約及轉讓契之法律費用及支出。如果買方聘請其他律師,而非由賣方的代表律師代表處理正式合約及轉讓契事宜,則買賣雙方須負擔及支付各自的有關擬定、完成、釐印及登記正式合約及轉讓契法律之費用及支出。

(d) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and mortgage (if applicable) of the Property.

買方須負責其在有關買入及抵押(如適用)本物業之所有律師費用及代墊付費用。

- 18. All Further Deposit, any part payment of the Purchase Price and the balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) or cheque(s) certified good for payment by a licensed bank in the Hong Kong Special Administrative Region drawn in favour of the Vendor's solicitors.
 - 上述加付訂金、任何部份售價價款及售價餘額須以香港特別行政區持牌銀行所發出的本票或書面保付的支票並以賣方律師行作 抬頭人支付。
- 19. Upon termination of this Preliminary Agreement in accordance with Clause 7, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

在本臨時合約按第 7 條終止時,如買方或任何人代表買方已將本臨時合約註冊於土地註冊處登記冊內,賣方可單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

- 20. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number. 買方如有更改通訊地址或聯絡電話,須以書面通知賣方。
- 21. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 22. Time shall in every respect be of the essence of this Preliminary Agreement.

本臨時合約所規定之時限乃合約要素,必須嚴謹遵守。

23. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.

賣方保留權利修改有關付款方式及售價之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。

24. The Purchaser shall upon completion of the sale and purchase of the Property pay or reimburse to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.

買方須在完成本物業買賣交易時繳付或償還管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用,買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。

25. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.

在本臨時合約簽訂前,相同的買賣雙方並無以相同條款及條件訂立任何非書面買賣協議或買賣協議。

26. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.

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》(第 623 章)強制執行本臨時合約任何條款及條件或 享有本臨時合約任何條款及條件之利益。

27. Except for provisions required to be contained herein by Residential Properties (First-hand Sales) Ordinance (Cap.621) (of which both the Chinese version and the English version shall have the same effect), if there is any conflict or inconsistency in the English and Chinese versions of this Preliminary Agreement, the English version shall prevail.

除了《一手住宅物業銷售條例》(第 621 章)規定須於本臨時合約載有的條文(該等條文中文版和英文版具同等效力),如本 臨時合約之中英文版本有任何衝突或不一致之處,概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約,並完全明白其內容。

Purchaser	For and on behalf of the Vendor
買方	賣方代表
Purchaser's Signature 買方簽署	Authorized signature(s) 經授權簽署 for and on behalf of Silverwealth Land Development Limited

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

1. E	1. Exterior finishes							
Iten	1	Description						
(a)	External wall	Type of finishes			al stone, ceramic tiles, strade, metal grilles and			
(b)	Window	Material of frame	Aluminium					
		Material of glass	Insulated Glass Unit (IGU) with low-e coating is used for curtain wall windows. Tempered glass for bathrooms (if any window), kitchen, open kitchens (if any window) and bedrooms.					
(c)	Bay window	Material and window sill finishes	Not applicable					
(d)	Planter	Type of finishes	Not applicable					
(e)	Verandah or balcony	Type of finishes	Verandah	Not applicable				
			Balcony					
			Balustrade	Floor	Wall	Ceiling		
			Laminated glass and aluminum cladding with aluminum top rail	Ceramic tiles	Ceramic tiles	Paint		
		Whether it is covered	Verandah	Not applicable				
			Balcony Covered					
(f)	Drying facilities for clothing	Type and material	Wall mounted aluminium drying rack (except Flat B on 18/F) Aluminium motorized drying rack (Flat B on 18/F)					

1. 夕	1. 外部裝修物料							
細項	細項描述							
(a)	外牆	裝修物料的類型	鋁幕牆、玻璃牆、 欄、金屬欄杆及油沒	₹	。器百葉、聚氣乙	浠塑膠百葉、玻璃圍		
(b)	窗	框的用料	鋁					
		玻璃的用料	幕牆窗採用雙層中空低輻射鍍膜玻璃 浴室(如有窗戶)、廚房、開放式廚房(如有窗戶)及睡房採用強化玻璃					
(c)	窗台	用料及窗台板的裝修物料	不適用					
(d)	花槽	裝修物料的類型	不適用					
(e)	陽台或露台	裝修物料的類型	陽台	不適用				
			露台					
			欄河	地板	牆壁	天花板		
			夾層玻璃及鋁面板 連鋁頂扶手	瓷磚	瓷磚	油漆		
		是否有蓋	陽台	不適用				
			露台 設有上蓋					
(f)	乾衣設施	類型及用料	掛牆鋁質乾衣架 (18樓B單位除外) 鋁質電動晾衣架 (18樓B單位)					

2. Ir	2. Interior finishes							
Item		Description	Description					
(a)	Lobby	Type of finishes	Wall	Floor	Ceiling			
		Main entrance lobby (G/F)	Ceramic tiles, aluminum panel, stainless steel, aluminum, mirror	Ceramic tiles	Gypsum board false ceiling finished with emulsion paint, plastic laminate, aluminum panel, stainless steel			
		Typical residential lift lobby (5/F-12/F, 15/F-23/F and 25/F)	Ceramic tiles, plastic laminate, artistic paint, tempered glass, stainless steel	Ceramic tiles	Gypsum board false ceiling finished with emulsion paint, stainless steel			
(b)	Internal wall	Type of finishes	Wall	Ceiling				
	and ceiling	Living and Dining Room (except Flat B on 18/F)	Emulsion paint	Emulsion paint, gypsum board bulkhead finished with emulsion paint				
		Living and Dining Room (Flat B on 18/F)	Emulsion paint, wood furring finished with wallpaper, stainless steel	Emulsion paint, gypsum board bulkhead finished with emulsion paint				
		Bedroom (except Flat B on 18/F)	Emulsion paint	Emulsion paint, gypsum board bulkhead finished with emulsion paint				
		Bedroom (Flat B on 18/F)	plastic laminate, emulsion paint	Gypsum board false ceilin	ng finished with emulsion paint, plastic laminate			
(c)	Internal floor	Material	Floor	Skirting				
		Living and Dining Room	Ceramic tiles	Timber skirting				
		Bedroom	Ceramic tiles	Timber skirting				

2. 室	2. 室內裝修物料						
細項		描述					
(a)	大堂	裝修物料的類型	牆壁	地板	天花板		
		主入口大堂(地下)	瓷磚,鋁板,不鏽鋼, 鋁,鏡	瓷磚	乳膠漆面石膏板假天花,膠板飾面, 鋁板,不鏽鋼		
		標準樓層住宅大堂 (5樓 - 12樓 ,	瓷磚,膠板飾面,藝術 油漆,強化玻璃,不鏽鋼	瓷磚	乳膠漆面石膏板假天花,不鏽鋼		
(b)	大塚	15樓 - 23樓及25樓) 裝修物料的類型		天花板			
	内牆及 天花板	客廳及飯廳 (18樓B單位除外)	乳膠漆	乳膠漆,乳膠漆面石膏板裝飾橫樑			
		客廳及飯廳 (18樓B單位)	乳膠漆,牆紙飾面木板, 不鏽鋼	乳膠漆,乳膠漆面石膏板	装飾横樑		
		睡房 (18樓B單位除外)	乳膠漆	乳膠漆,乳膠漆面石膏板	装飾横樑		
		睡房 (18樓B單位)	膠板飾面,乳膠漆	乳膠漆面石膏板假天花,膠板飾面			
(c)	內部地板	用料	地板	牆腳線			
		客廳及飯廳	瓷磚	木腳線			
		睡房	瓷磚	木腳線			

FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

2. In	2. Interior finishes								
Iten	1	Description	Description						
(d)	Bathroom	Type of finishes	Wall	Floor	Ceiling				
		Exposed surfaces	Ceramic tiles	Ceramic tiles (include floor inside shower cubicle)	Gypsum board false ceilin paint	g finished with emulsion			
		Wall finishes on expo	sed walls run up to level of fal	se ceiling					
(e)	Kitchen	tchen Type of finishes	Wall	Floor	Ceiling	Cooking Bench			
		Exposed surfaces	Ceramic tiles and stainless steel (Flat A on 6/F-12/F, 15/F-23F & 25/F) Ceramic tiles (Flat A on 5/F, Flat B on 5/F - 12/F, 15/F-23/F & 25/F, Flat C on 5/F-12/F & 15/F-22/F) Wall behind kitchen cabinet finished with ceramic tiles (All Flats)	Ceramic tiles	Emulsion paint and Gypsum board false ceiling finished with emulsion paint	Solid surface			
		Wall finishes on expo	sed walls run up to level of fal	se ceiling					

3. Int	3. Interior fittings								
Item		Description	Description						
(a)	Doors	Location	Material	Finishes	Accessories				
		Flat main entrance door	Solid core fire rated timber door	Plastic laminate and stainless steel	Lockset, concealed door closer and eye viewer				
		Bedroom door (except Flat B on 18/F)	Hollow timber door	Plastic laminate	Lockset and door stopper				
		Store room door	Hollow timber door	Plastic laminate	Lockset and sliding track set				
		Bathroom door	Hollow timber door (with timber louvres in Flats B)	Plastic laminate	Lockset and door stopper				
		Kitchen Door	Solid core fire rated timber door	Plastic laminate	Lockset, concealed door closer, fire rated glass panel and door stopper				
		Balcony door	Aluminum frame with glass door	Fluorocarbon coating aluminum frame with Insulated Glass Unit (IGU) with low-e coating	Lockset and sliding track set				
		Flat roof swing door (Flat A & Flat C on 5/F, Flat C on 6/F)	Aluminum frame with glass door	Fluorocarbon coating aluminum frame with single pane glass	Lockset				
		Flat roof sliding door (Flat A, Flat B & Flat C on 5/F, Flat A & Flat C on 6/F and Flat A & Flat B on 23/F)	Aluminum frame with glass door	Fluorocarbon coating aluminum frame with Insulated Glass Unit (IGU) with low-e coating	Lockset				
		Roof door	Stainless steel door	Stainless steel	Lockset				

FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

2. 室	2. 室内裝修物料							
細項	Į	描述						
(d)	浴室	裝修物料的類型	牆壁	地板	天花板			
		外露表面	瓷磚	瓷磚 (包括淋浴間内的 地板)	乳膠漆面石膏板假天花			
		牆壁外露位置的裝修物料鋪至假天花板底						
(e)	廚房	裝修物料的類型	牆壁	地板	天花板	灶台		
		外露表面	瓷磚及不鏽鋼 (6樓-12樓、 15樓-23樓及25樓A單位) 瓷磚 (5樓A單位,5樓-12樓、 15-23樓及25樓B單位, 5樓-12樓及15-22樓C單位) 廚櫃背牆壁為瓷磚飾面 (所有 單位)	瓷磚	乳膠漆及乳膠漆面石膏 板假天花	實心面材		
		牆壁外露位置的裝	修物料鋪至假天花板底					

3. 室	3. 室内裝置							
細項		描述						
(a)	門	位置	用料	裝修物料	配件			
		單位入口大門	實心防火木門	膠板飾面及不鏽鋼	門鎖、暗氣鼓及防盗眼			
		睡房門 (18樓B單位除外)	空心木門	膠板飾面	門鎖及門擋			
		儲物室門	空心木門	膠板飾面	門鎖及趟門路軌套裝			
		浴室門	空心木門 (B單位連木百葉)	膠板飾面	門鎖及門擋			
		廚房門	實心防火木門	膠板飾面	門鎖、暗氣鼓、防火玻璃嵌板 及門擋			
		露台門	鋁質框配玻璃門	氟碳塗層鋁質框配雙層中空低 輻射鍍膜玻璃	門鎖及趟門路軌套裝			
		平台掩門 (5樓A單位及 C單位,6樓C單位)	鋁質框配玻璃門	氟碳塗層鋁質框配單片玻璃	門鎖			
		平台趟門 (5樓A單位、B單位 及C單位,6樓A單位及C單位, 及23樓A單位及B單位)	鋁質框配玻璃門	氟碳塗層鋁質框配雙層中空低 輻射鍍膜玻璃	門鎖			
		天台門	不銹鋼門	不銹鋼	門鎖			

3. In	terior fittings	1			
Item		Description			
(b)	Bathroom		Fittings and equipment	Type	Material
			Cabinet	Countertop and basin	Solid surface
				Mirror cabinet	Timber cabinet with plastic laminate, stainless steel and mirror, with glass shelf
		(i) Type and material of fittings		Basin cabinet	Timber cabinet with plastic laminate and stainless steel (Flat A on 5/F-12/F, 15/F-23/F & 25/F, Flat B on 23/F & 25/F, Flat C on 5/F-12/F, 15-22/F) Timber cabinet with plastic laminate (Flat B on 5/F-12/F & 15/F-22/F)
		and equipment	Bathroom fittings	Shelf	Glass (All Flats) Cold-rolled steel (Flat B on 18/F)
				Wash basin mixer	Brushed plated
				Wash basin	Solid surface
				Water closet	Vitreous china
				Toilet paper holder	Chrome plated
				Robe hook	Chrome plated
				Towel ring	Chrome plated
			Bathroom appliances	For the appliances provision "Appliance Schedule"	n and brand name, please refer to the
				Туре	Material
		(ii) Type and material of water su	ınnly system	Cold water supply	Please refer to "3.(j)
		(ii) Type and material of water st	аррту зузсені	Hot water supply	Water supply" below Copper water pipes for both hot and cold water
		(iii) Type and material of bathing	g facilities	Shower compartment	Stainless steel frame with clear tempered glass
		(including shower or bath tub, if	applicable)	Shower mixer and Shower set	Brushed plated
		(iv) Size of bath tub (if applicable	e)	Not applicable	

3. 室	内裝置				
細項	į	描述			
(b)	浴室		裝置及設備	類型	用料
			櫃	枱面及洗手盤	實心面材
				鏡櫃	木製櫃連膠板飾面、不鏽鋼及 鏡面連玻璃層架
				洗手盆櫃	木製櫃連膠板飾面及不鏽鋼 (5樓-12樓、15樓-23樓及25樓 A單位,23樓及25樓B單位, 5樓-12樓及15樓-22樓C單位) 木製櫃連膠板飾面(5樓-12樓 及15樓-22樓B單位)
		(i) 裝置及設備的類型及用料	浴室裝置	層架	玻璃 (所有單位) 冷軋鋼 (18樓B單位)
				洗手盤水龍頭	拉絲鍍鉻
				洗手盤	實心面材
				座廁	陶瓷
				廁紙架	光面鍍鉻
				掛衣架	光面鍍鉻
				毛巾環	光面鍍鉻
			浴室設備	隨樓附送之設備及品牌,詢	請參閱〈設備說明表〉。
				類型	用料
		(ii) 供水系統的類型及用料		冷水供應	請參閱下文「3. (j)供水」一欄
				熱水供應	/ 冷熱水喉均為銅喉
		(iii) 沐浴設施 (包括花灑或浴缸	丁(井口)帝田))	淋浴間	不鏽鋼框架及強化清玻璃
		——(III)/小台议述(包括化准义)谷时 ————————————————————————————————————	L(刈地)/11//	花灑龍頭及花灑套裝	拉絲鍍鉻
		(iv) 浴缸大小 (如適用的話)		不適用	

3. Interior fittings						
Item		Description				
(c)	Kitchen	Location	Material			
		(i) Material of sink unit	Stainless steel			
		(ii) Material of water supply system	Copper water pipes for both hot and cold water			
			Material	Finishes		
		(iii) Material and finishes of kitchen cabinet	Timber cabinets fitted with timber cabinet door panel and aluminium framed glass door, with timber and glass shelf	Plastic laminate and glass		
		(iv) Type of all other fittings and equipment	Other fittings	Chrome plated sink mixer, sprinkler heads fitted in open kitchen and smoke detector with a sounder base fitted in living and dining room near open kitchen		
			Other equipment	For the appliances provision and brand name, please refer to the "Appliance Schedule"		
(d)	Bedroom	Type and material of fittings (including built-in wardrobe) (except Flat B on 18/F)	Туре	Material		
			Built-in wardrobe	Not applicable		
			Other fittings	Not applicable		
		Type and material of fittings (including built-in wardrobe) (Flat B on 18/F)	Built-in wardrobe	Timber wardrobe finished with plastic laminate, stainless steel frame and glass door		
			Raise platform	Timber platform finished with plastic laminate		
			Headboard	Timber headboard finished with plastic laminate and fabric		
			Curtain track	Aluminium		
			Roller Blind	Aluminium & Farbic		
(e)	Telephone	Location and number of connection points		Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Flats"		
(f)	Aerials	Location and number of connection points		Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Flats"		

3. 室内裝置						
細項描述						
(c)	廚房	位置	用料			
		(i) 洗滌盆的用料	不銹鋼			
		(ii) 供水系統的用料	冷熱水喉均為銅喉			
			用料	裝修物料		
		(iii) 廚櫃的用料及裝修物料	木製廚櫃配木門及鋁框玻璃門 連木製及玻璃層架	膠板飾面及玻璃		
		(iv) 所有其他裝置及 設備的頖型	其他裝置	鍍鉻洗滌盆龍頭,消防花灑頭安裝在開放式廚房內及 設有聲響警報基座的煙霧探測器安裝在開放式廚房附近的 客廳及飯廳內		
			其他設備	隨樓附送之設備及品牌,請參閱〈設備說明表〉。		
(d)	睡房	裝置 (包括嵌入式衣櫃)的類型及用料 (18樓B單位除外)	類型	用料		
			嵌入式衣櫃	不適用		
			其他裝置	不適用		
		裝置 (包括嵌入式衣櫃)的類型 及用料 (18樓B單位)	嵌入式衣櫃	膠板飾面及不鏽鋼框玻璃門木製櫃		
			架空地台	膠板飾面木地台		
			床頭板	膠板及布飾面木製床頭板		
			窗簾路軌	鋁		
			捲簾	鋁及布		
(e)	(e) 電話 接駁點的位置及數目			請參閱〈住宅單位機電裝置位置及數量說明表〉		
(f) 天線 接駁點的位置及數目 請參閱〈住宅單位機電裝置位置及數量說明表〉		請參閱〈住宅單位機電裝置位置及數量說明表〉				

3. In	3. Interior fittings					
Item		Description				
(g)	Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings	Faceplate for all switches and power sockets. Location and number of points, please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Flats"		
			Safety devices	Three phase electricity supply with miniature circuit breaker distribution board		
		(ii) Whether conduits are concealed or exposed		Conduits are partly concealed and partly exposed ¹		
		(iii) Location and number of power points and air-conditioner points		Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Flats"		
(h)	Gas supply	Not applicable				
(i)	Washing machine connection point	Location	Inside open kitchen and kitchen			
		Design	Drain point (diameter: 40mm) and water point (diameter: 22mm) are provided for washer dryer			
(j)	Water supply	supply (i) Material of water pipes	Cold water supply	Copper		
			Hot water supply	Copper		
			Flushing water supply	UPVC		
		(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed ¹			
		(iii) Whether hot water is available	Hot water supply to kitchen, open kitchen and bathroom			

Note:

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

3. 室内裝置						
細項		描述				
(g)	電力裝置	(i) 供電附件 (包括安全裝置)	供電附件	提供電掣及電插座之面板。 接駁點的位置及數目,請參閱〈住宅單位機電裝置位置及數量說 明表〉		
			安全裝置	三相電力配電箱並安裝微型斷路器		
		(ii) 導管是隱藏或外露		導管是部分隱藏及部分外露1		
		(iii) 電插座及空調機接駁點的位置及數目		請參閱〈住宅單位機電裝置位置及數量說明表〉		
(h)	氣體供應	不適用		· · · · · · · · · · · · · · · · · · ·		
(i)	洗衣機 接駁點	位置	設於開放式廚房及廚房			
		設計	設有洗衣乾衣機來水接駁喉位	(直徑22毫米)及去水接駁喉位 (直徑40毫米)		
(j)	供水		冷水喉	銅		
			熱水喉	銅		
			沖廁供水系統	低塑性聚氯乙烯		
		(ii)水管是隱藏或外露	水管是部分隱藏及部分外露口			
		(iii) 有否熱水供應	廚房、開放式廚房及浴室有熱	水供應		

備註: 「除部分隱藏於混凝土內之導管及水管外,其他部分的導管及水管均為外露。外露的導管及水管可能被假天花、假陣、貯存櫃、覆蓋層板、非混凝土間隔牆、指定之管道槽或其他物料遮蓋或掩藏。

Appliances

4. Miscellaneous						
Item		Description				
(a)	Lifts		Residential Lift	Residential/fireman Lift	Non-domestic Lift	
		(i) Brand name	Hitachi	Hitachi	Hitachi	
		(ii) Model number	MCA-825-CO150	MCA-825-CO150	LCA-800-CO60	
		(iii) Number of lifts	1	1	1	
		(ii) Floor served by the lifts	G/F, 3/F, 5/F-12/F, 15/F-23/F & 25/F	G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F & 25/F	G/F, 1/F-2/F	
(b)	Letter box	Material	Stainless steel			
(c)	Refuse collection	Means of refuse collection	Collection and removal of refuse by cleaners			
		Location of refuse room	Refuse storage and material recovery chamber is located on G/F			
(d)	Water meter, electricity meter and gas meter		Water meter	Electricity meter	Gas meter	
		i) Location	Water meter cabinet at respective floor	Electricity meter cabinet at respective floor	Not provided	
		ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Not provided	
5. Sc	ecurity Facilities					
Item Description						
Security system and equipment (including details of built-in provisions and their locations)		Access control and security system	Visitor intercom panel with card and QR code reader for access control are provided at domestic entrance lobby on G/F, and connected to video door phone provided in each residential unit; Card and QR code reader for access control are provided at lobby of clubhous on 3/F and residential lifts			

Item Description					
6. Appliances					
	Location of built-in provisions	For the appliances provision and brand name, please refer to the "Appliance Schedule"			
	*	Video Door phone connecting to domestic entrance lobby on G/F is provided in all residential units			
		CCTV system is provided at lifts, domestic entrance lobby on G/F, lift lobby on 1/F, 2/F & 3/F and clubhouse. CCTV system is connected to caretaker's counter on G/F			

For brand name and model number, please refer to the "Appliance Schedule"

4. 雜項						
細項	į	描述				
(a)	升降機		住宅升降機	住宅/消防升降機	非住宅用升降機	
		(i) 品牌名稱	日立	日立	日立	
		(ii) 產品型號	MCA-825-CO150	MCA-825-CO150	LCA-800-CO60	
		(iii) 升降機數目	1部	1部	1部	
		(ii) 到達的樓層	地下、3樓、5樓至12樓、15樓至 23樓及25樓	地下、1樓至3樓、5樓至 12樓、15樓至23樓及25樓	地下,1樓至2樓	
(b)	信箱	用料	不鏽鋼			
(c)	垃圾收集	垃圾收集的方法	垃圾由清潔工人收集及運走			
		垃圾房的位置	垃圾收集及物料回收房設於地下			
(d)	水錶、電錶及氣體錶		水錶	電錶	氣體錶	
		i) 位置	各樓層之水錶櫃	各樓層之電錶櫃	沒有提供	
		ii) 就住宅單位而言是	獨立錶	獨立錶	沒有提供	
		獨立或公用的錶				
5. 伢	安設施					
細項	ĺ	描述				
保安系統及設備 (包括嵌入式的裝備的細節 及其位置)		入口通道控制及保安系統	用於人口通道控制的訪客對講機連讀咭器及二維碼掃描器設於地下住宅人口大堂,並連接至每戶之視像對講機;用於人口通道控制的讀咭器及二維碼掃描器設於3樓會所大堂及住宅升降機			
		閉路電視	升降機、地下住宅入口大堂、1樓、2樓及3樓升降機大堂及會所均設有閉路電視系統並 連接至地下管理員櫃檯			
		嵌入式裝置的細節	各住宅單位均裝設視像對講機並連接至地下住宅入口大堂			
		嵌入式裝置的位置	隨樓附送之設備及品牌,請參閱〈設備說明表〉			
6. 設	6. 設備					
細項描述						
設備		有關品牌名稱及產品型號,請參閱「設備說明表」				

Appliance Schedule 設備說明表

Appnance Schedule				l Number 型號								
Location 位置	Appliance 設備	Brand Name 品牌	Indoor Unit 室內機	Outdoor Unit 室外機		5/F 5樓		1 6村	5/F-22/ 婁-12樓	F 及		& 25 /F 及25樓
					A	В	С	A	В	С	A	В
		Daikin	FTXS50KAVMN	3MXS80AA				-	-	-	-	-
		大金	FTXS50KAVMN	SIMASOUAA	✓	-	✓	-	-	-	-	-
Living Room	G. Pro	Daikin 大金	FTXS50LVMN	RXS50LVMN	-	√	-	-	√	√	-	-
and Dining Room	Split-type Air Conditioner 分體式空調機	Daikin 大金	FTXS60LVMN	RXS60LVMN	-	-	-	√	-	-	-	-
客廳及飯廳	刀 胆八工则饭	Daikin 大金	FTXS71LVMN	RXS71LVMN	-	-	-	6樓-12樓及 15樓-22樓 C A B C A	√	-		
		Daikin	FTXS35KVMN	3MXS68LVMA9#								
		大金	FTXS50KAVMN	3MXS80AA##	-	1	-	-	1	-	-	/
Store 儲物室	Split-type Air Conditioner 分體式空調機	Daikin 大金	FTXS25KVMN	3MXS80AA **	-	-	1	-	-	-	-	-
			FTXS25KVMN	3MXS68LVMA9 *	√	ı	-	-	ı	-	-	-
	G 1'44		FTXS25LVMN	RXS25LVMN	-	\	-	-	\	-	-	-
Bedroom 睡房	Split-type Air Conditioner 分體式空調機	Daikin 大金	FTXS25KVMN	3MXS80AA **	-	-	√	-	-	-	-	-
	// /I型 レ\ 工 iph ()及		FTXS25KVMN	3MXS68LVMA9 #	-	-	-	-	-	-	-	✓
			FTXS25KVMN	3MXS52LVMA9 @@	-	-	-	√	-	√	-	-

Note:
1. The symbol "✓" as shown in the above table denotes "Provided".
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. 3/F, 4/F, 13/F, 14/F and 24/F are omitted.
4. The same symbol "#", "##", "*", "**", "@", "@@" denotes "Connected to Same Outdoor Unit".

備註: 1. 上表"✓"代表"提供"。 2. 上表"-"代表"不提供"。 3. 不設3樓、4樓、13樓、14樓及24樓。 4. 上表"#"、"##"、"*"、"**"、"@"、"@@"代表"連接到同一室外機"。

Appliance Schedule 設備說明表

Appliance Schedule				l Number 型號					at 位			
Location 位置	Appliance 設備	Brand Name 品牌	Indoor Unit 室內機	Outdoor Unit 室外機		5/F 5樓		1 6村	/F-12/F 5/F-22// 婁-12樓/ 5樓-22棹	F 及		& 25/F 及25樓
					A	В	С	A	В	С	A	В
Bedroom 1 睡房 1	Split-type Air Conditioner 分體式空調機	Daikin 大金	FTXS25KVMN	4MXS115HV2C @	-	-	-	-	-	-	1	-
Bedroom 2 睡房 2	Split-type Air Conditioner 分體式空調機	Daikin 大金	FTXS25KVMN	4MXS115HV2C @	-	-	-	-	-	-	√	-
			FTXS35KVMN	3MXS68LVMA9 *	√	-	-	-	-	-	-	-
	g 11.		FTXS25KVMN	3MXS80AA **	-	-	√	-	-	-	-	-
Master Bedroom 主人睡房	Split-type Air Conditioner 分體式空調機	Daikin 大金		3MXS80AA ##	-	-	-	-	-	-	-	✓
	7 股八生訓笈		FTXS35KVMN	4MXS115HV2C @	-	-	-	-	-	-	1	-
			FTXS25KVMN	3MXS52LVMA9 @@	-	-	-	√	-	1	-	-

Note:
1. The symbol "✓" as shown in the above table denotes "Provided".
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. 3/F, 4/F, 13/F, 14/F and 24/F are omitted.
4. The same symbol "#", "##", "*", "**", "@", "@@" denotes "Connected to Same Outdoor Unit".

備註: 1. 上表"✓"代表"提供"。 2. 上表"-"代表"不提供"。 3. 不設3樓、4樓、13樓、14樓及24樓。 4. 上表"#"、"##"、"*"、"**"、"@"、"@@"代表"連接到同一室外機"。

Appliance Schedule 設備說明表

Appliance Schedule 設備說明表	₹							
						Flat 單位		
Location 位置	Appliance 設備	Brand Name 品牌	Model Number 型號	5	2/F & 15/I 樓-12樓及 15樓-22樓	ž	23/F & 23樓及	& 25/F 及25樓
				A	В	С	A	В
Living Room and Dining Room 客廳及飯廳	Video Door Phone 視象對講機	Yoswit	YO191-VDP-007/R2	✓	√	√	✓	✓
	Steam Oven 蒸爐	Siemens 西門子	CD634GAS0	✓	✓	✓	✓	✓
	Induction Hob 電磁爐	Siemens 西門子	EH375FBB1E	✓	√	√	✓	✓
Kitchen / Open Kitchen	Cooker Hood 抽油煙機	Rosiere	RHT680IN	✓	✓	✓	✓	✓
廚房/開放式廚房	Washer / Dryer 洗衣 / 乾衣機	Rosiere	RILS14853TH1-UK	✓	✓	✓	✓	✓
	Refrigerator 雪櫃	Rosiere	RSOP122-1	✓	√	√	✓	✓
	Electric Water Heater 電熱水爐	Stiebel Eltron	DHM6	✓	✓	✓	✓	✓
Bathroom 浴室	Electric Water Heater (with remote control panel) 電熱水爐連搖控板面	Stiebel Eltron	DHB-E 18/21/24 SLi	1	1	1	✓	√
	Thermo Ventilator 浴室寶	Panasonic	FV-40BEN4H	√	✓	√	✓	✓

Note:
1. The symbol "✓" as shown in the above table denotes "Provided".
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. 3/F, 4/F, 13/F, 14/F and 24/F are omitted.
4. The same symbol "#", "##", "*", "**", "@", "@@" denotes "Connected to Same Outdoor Unit".

備註: 1. 上表"✓"代表"提供"。 2. 上表"-"代表"不提供"。 3. 不設3樓、4樓、13樓、14樓及24樓。 4. 上表"#"、"##"、"*"、"**"、"@"、"@@"代表"連接到同一室外機"。

Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Excep 7樓-12	/F &15/ pt 18/F] 樓及15标 塿B室胬	Flat B) 婁-22樓	18/F 18樓	23 23	/F 樓		5/F 樓
			A	В	С	A	В	С	A	В	C	В	A	В	A	В
Main Entrance 大門入口	Door Bell Push Button 門鐘掣		1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Door Bell 門鐘	-	1	-	-	1	1	-	1	1	1	-	1	1	1
	Video Door Phone 視像對講機		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV / FM Connection Point 電視 / 收音機天線接駁點		2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Connection Point 電話接駁點		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位插座		5	4	4	3	4	4	3	4	4	3	2	3	2	3
Living Room and Dining Room 客廳及飯廳	13A Switched Twin Socket Outlet with USB 13A 雙位及USB電插座連開關掣		1	1	1	1	1	1	1	1	1	2	1	1	1	1
一日、角心ノス以文角心	Lighting Switch 燈掣		3	2	2	2	2	3	2	2	2	2	2	2	2	2
	Smart Type Lighting Switch 智能型燈掣		3	1	3	3	1	3	3	1	3	1	3	3	3	3
	Lighting Point 燈位		2	2	3	2	2	2	2	2	2	3	2	3	2	3
	Fuse Spur Unit for LED Strip LED 燈帶接線座		-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Smart Type Fused Spur Unit for Air Conditioner Indoor Unit 智能型空調室內機接線座		2	1	2	1	1	1	1	1	1	1	1	2	1	2

Note:
1. The numbers as shown in the above table denotes "the numbers provided".
2. The symbol " - " as shown in the above table denotes "not provided".
3. The symbol " / " as shown in the above table denotes "not applicable".

備註: 1. 上表之數字代表"提供的數量"。 2. 上表"-"代表"不提供"。 3. 上表"/"代表"不適用"。

Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F			6/F		7/F-12 (Excep 7樓-12	ot 18/F] 樓及15村	Flat B) 婁-22樓	18/F 18樓				5/F 6樓
			A	В	С	A	В	С	A	В	С	В	A	В	Α	В
	Switch for Electric Water Heater and Thermo Ventilator 電熱水爐及浴室寶開關掣		1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room and Dining Room 客廳及飯廳		Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	-	1	-	-	1	1	-	1	1	1	-	-	1	-
	Smoke Detector With Sounder Base 煙霧探測器連警報底座		1	1	-	1	1	1	1	1	1	1	1	1	1	1
Location 位置Exposed Type 外露形Non-exposed Type 非外露形5樓6樓7樓-12樓及15樓-22樓 (18樓B室除外)18樓A B C A B C A B C BSwitch for Electric Water Heater and Thermo Ventilator 電熱水爐及浴室寶開關掣1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	1	1	1												
			1	/	1	1	/	1	1	/	1	/	機 23機 B A B I 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	1	
			1	/	1	1	/	1	1	/	1	/	1	1	1	1
Master Bedroom	with USB		1	/	1	1	/	1	1	/	1	/	1	1	1	1
Location 位置	/	1	1	ı	-											
	/	1	/	1	1	1	1									
		1	/	1	1	/	1	1	/	1	/	1	1	1	1	
	Air Conditioner Indoor Unit		1	/	1	1	/	1	1	/	1	/	1	1	1	1

Note:
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備註: 1. 上表之數字代表"提供的數量"。 2. 上表"-"代表"不提供"。 3. 上表"/"代表"不適用"。

Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Excep 7樓-12	/F &15/ pt 18/F 樓及15标 塿B室隊	Flat B) 婁-22樓	18/F 18樓	23 23			5/F 樓
			A	В	С	A	В	С	A	В	С	В	A	В	A	В
	TV / FM Connection Point 電視 / 收音機天線接駁點		1	1	1	1	1	1	1	1	1	1	/	1	/	1
	Telephone Connection Point 電話接駁點		1	1	1	1	1	1	1	1	1	1	/	1		1
	13A Twin Socket Outlet 13A 雙位插座		1	1	1	1	1	1	1	1	1	1	/	1	/	1
	13A Switched Twin Socket Outlet with USB 13A 雙位及USB電插座連開關掣		1	1	1	1	1	1	1	1	1	1	/	1	/	1
Bedroom	Smart Type Lighting Switch 智能型燈掣		1	1	1	1	1	1	1	1	1	1	/	1	/	1
睡房	Lighting Point 燈位		1	1	1	1	1	1	1	1	1	2	/	1	/	1
		Fuse Spur Unit for LED Strip LED燈帶接線座	-	-	-	-	-	-	-	-	-	2	/	ı	/	-
	Smart Type Fused Spur Unit for Air Conditioner Indoor Unit 智能型空調室內機接線座		1	1	1	1	1	1	1	1	1	1	/	1	/	1
	Smoke Detector With Sounder Base 煙霧探測器連警報底座		-	-	-	-	-	-	-	-	-	1	/	-	/	-

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Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		(Excep 7樓-127	/F &15/ ot 18/F I 樓及15村 婁B室除	Flat B) 婁-22樓	18/F 18樓	23 23			5/F 6樓
			A	В	С	A	В	С	A	В	С	В	A	В	A	В
	TV / FM Connection Point 電視 / 收音機天線接駁點		/	/	/	/	/	/	/	/	/	/	1	/	1	/
	Telephone Connection Point 電話接駁點		/	/	/	/	/	/	/	/	/	/	1	/	1	/
	13A Twin Socket Outlet 13A 雙位插座		/	/	/	/	/	/	/	/	/	/	1	/	1	/
位置. Bedroom 1 or Bedroom 2 睡房 1 / 睡房 2	13A Switched Twin Socket Outlet with USB 13A 雙位及USB電插座連開關掣		/	/	/	/	/	/	/	/	/	/	1	/	1	/
HL//J 17 HL//J 2	Smart Type Lighting Switch 智能型燈掣		/	/	/	/	/	/	/	/	/	/	1	/	1	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	1	/	1	/
	Smart Type Fused Spur Unit for Air Conditioner Indoor Unit 智能型空調室內機接線座		/	/	/	/	/	/	/	/	/	/	1	/	1	/

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Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Excep 7樓-12	/F &15/ pt 18/F] 樓及15标 婁B室防	Flat B) 婁-22樓	18/F 18樓	23 23	/F 樓		5/F 樓
			A	В	С	A	В	С	A	В	C	В	A	В	A	В
	13A Switched Twin Socket Outlet 13A 雙位插座連開關掣		1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Door Bell 門鐘	1	-	/	1	-	-	1	-	-	-	1	-	1	-
	Lighting Point 燈位		2	1	/	2	1	1	2	1	1	1	2	1	2	1
		Fuse Spur Unit for Cabinet Lighting 櫃燈接線座	1	1	/	1	1	1	1	1	1	1	1	1	1	1
	Sprinkler Head 消防花灑頭		2	2	/	1	2	2	1	2	2	2	1	2	1	2
		Sprinkler Head 消防花灑頭	1	1	/	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen 開放式廚房		Single socket outlet for Refrigerator 單位電插座供雪櫃	1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Single socket outlet for Washer Dryer 單位電插座供洗衣乾衣機	1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Single socket outlet for Steam Oven 單位電插座供蒸爐	1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Telescopic Hood 抽油煙機接線座	1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Power connection point for Induction Hob 電磁爐電接駁點	1	1	/	1	1	1	1	1	1	1	1	1	1	1
		Switch for Induction Hob 電磁爐開關掣	1	1	/	1	1	1	1	1	1	1	1	1	1	1

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Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Exce) 7樓-12	/F &15/ pt 18/F 樓及15/ 樓B室隙	Flat B) 婁-22樓	18/F 18樓		s/F 樓		5/F 5樓
			A	В	C	A	В	С	A	В	C	В	A	В	A	В
Open Kitchen 開放式廚房		20A TPN Isolator Switch for Electric Water Heater 20A 電熱水爐三極隔離開 關掣	1	1	/	1	1	1	1	1	1	1	1	1	1	1
州从入园历		Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	1	-	/	1	-	-	1	-	-	-	1	1	1	1
	13A Switched Twin Socket Outlet 13A 雙位插座連開關掣		/	/	2	/	/	/	/	/	/	/	/	/	/	/
		Door Bell 門鐘	/	/	1	/	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		/	/	2	/	/	/	/	/	/	/	/	/	/	/
		Fuse Spur Unit for Cabinet Lighting 櫃燈接線座	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		Single socket outlet for Refrigerator 單位電插座供雪櫃	/	/	1	/	/	/	/	/	/	/	/	/	/	/
Kitchen 廚房		Single socket outlet for Washer Dryer 單位電插座供洗衣乾衣機	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		Single socket outlet for Steam Oven 單位電插座供蒸爐	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		Fused Spur Unit for Telescopic Hood 抽油煙機接線座	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		Power connection point for Induction Hob 電磁爐電接駁點	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		Switch for Induction Hob 電磁爐開關掣	/	/	1	/	/	/	/	/	/	/	/	/	/	/

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Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Excej 7樓-12	/F &15/ ot 18/F 樓及15/ 塿B室隊	Flat B) 塿-22樓	18/F 18樓	23 23			
			A	В	C	A	В	С	A	В	C	В	A	В	A	В
Kitchen 廚房		20A TPN Isolator Switch for Electric Water Heater 20A 電熱水爐三極隔離開 關掣	/	/	1	/	/	/	/	/	/	/	/	/	/	/
		"Miniature Circuit Breaker Distribution Board 微型斷路器配電箱"	/	/	1	/	/	/	/	/	/	/	/	/	/	/
	13A Single Socket Outlet 13A 單位插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位		3	3	2	2	3	2	2	3	2	3	2	2	2	2
Bathroom		Fuse Spur Unit for Cabinet Lighting 櫃燈接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室		40A TPN Isolator Switch for Electric Water Heater 40A 電熱水爐三極隔離開 關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit for Thermo Ventilator 浴室寶接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位插座		/	/	1	/	/	/	/	/	/	/	/	/	/	/
Store Room 儲物室	Smart Type Fused Spur Unit for Air Conditioner Indoor Unit 智能型空調室內機接線座		/	/	1	/	/	/	/	/	/	/	/	/	/	/
161170 至	Smart Type Lighting Switch 智能型燈掣		/	/	1	/	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		/	/	1	/	/	/	/	/	/	/	/	/	/ / 1 2 1 1	/

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Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形		5/F 5樓			6/F 6樓		7/F-12 (Excep 7樓-12	/F &15/ pt 18/F] 樓及15标 婁B室隊	Flat B) 婁-22樓	18/F 18樓				
			A	В	С	A	В	С	A	В	C	В	A	В	A	В
	13A Waterproof Type Single Socket Outlet 13A單位防水插座		/	/	/	/	1	/	1	1	1	1	1	1	1	1
Balcony 露台	Lighting Point 燈位		/	/	/	/	1	/	1	1	1	Ration Ration	1			
	Fuse Spur Unit for drying rack 晾衣架接線座		/	/	/	/	-	/	-	-	-	1	ı	-	-	-
Flat Roof near Living Room and	13A Waterproof Type Single Socket Outlet 13A單位防水插座		2	2	2	2	/	2	/	/	/	/	1	1	/	/
Dining Room / Master Bedroom 近客廳及飯廳/主 人睡房平台	Lighting Point 燈位		2	1	2	1	/	1	/	/	/	/	1	1	/	/
Flat Roof near	13A Waterproof Type Single Socket Outlet 13A單位防水插座		1	/	2	/	/	1	/	/	/	/	/	/	/	/
Open Kitchen/ Kitchen	Lighting Point 燈位		1	/	5	/	/	1	/	/	/	/	/	/	/	/
近開放式廚房/ 廚房平台	20A Double Pole Isolator Switch for A/C Outdoor Unit 20A 空調室外機雙極隔離開關掣		1	/	2	/	/	2	/	/	/	/	/	/	B A B 1 1 1 1 1 1 1 7 1 / / 1 / / / / / / / 2 2 / 1 1 / 6 7 / 1 1 / 1 1	/
	13A Waterproof Type Single Socket Outlet 13A單位防水插座		/	/	/	/	/	/	/	/	/	/	/	/	2	2
	Waterproof Type Lighting Switch 防水燈掣		/	/	/	/	/	/	/	/	/	/	# 23樓 25村 A B A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1		
Main Roof 主天台	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	6	7
	32A Double Pole Waterproof Type Isolator Switch 32A 雙極防水隔離開關掣		/	/	/	/	/	/	/	/	/	/	/	/	1	1
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱		/	/	/	/	/	/	/	/	/	/	/	23樓 25樓 A B A B 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	
A/C Platform 冷氣機平台	20A Double Pole Isolator Switch for A/C Outdoor Unit 20A 空調室外機雙極隔離開關掣		2	2	/	2	2	/	2	2	2	2	2	2	2	2

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THIS AGREEMENT is made the [

] day of [

] Two thousand and twenty four

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

WHEREAS:-

Recitals

- (1) The Vendor intends to erect and complete upon the land before the 30th day of June 2024 the Development in all respects complying with the building plans.
- (2) For the purpose of selling and assigning various parts of the Development certain undivided shares of and in the land have been allocated to such parts, such shares being subject to adjustment by the Vendor under clause 22.
- (3) No consent of the Director of Lands is required for the Vendor to enter into (inter alia) this Agreement for the sale of the Property.

Interpretation

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1. (1) In this Agreement
 - (a) "Authorized Person" means the authorized person of the Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (19 of 2012);
 - (b) "Building Mortgage" means the Mortgage dated 24 November 2020 and registered in the Land Registry by Memorial No.20122102140060;
 - (c) "building plans"
 - (i) means the plans prepared by the Authorized Person in respect of the Development and approved by the Building Authority; and
 - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
 - (d) "business day" means a day
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
 - (e) "Construction Costs" means the aggregate of-
 - (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the Development (including the communal and recreational facilities as set out in clause 11(2)), and the making of the Development fit to qualify for the

1

- issue of an Occupation Document;
- (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the Development (including the fittings, finishes and appliances as set out in clause 11(1) and in making every unit in the Development ready for handover to purchasers on completion of the sale and purchase; and
- (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the Development to qualify for the issue of an Occupation Document and to comply with this Agreement;
- (f) "Deed of Mutual Covenant" means the document to be registered in the Land Registry which defines the rights, interests and obligations of all or any of the co-owners of the land and the Development among themselves and incorporates a Management Agreement (if any);
- (g) "Development" means the multi-storeyed building comprising, inter alia, the residential units and the commercial units now being constructed or to be constructed on the land and intended to be known as "Elize Park";
- (h) "Government" means the Government of the Hong Kong Special Administrative Region;
- (i) "Government Grant" means the Government Lease, as set out in Schedule 2;
- (j) "land" means all those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Subsection 1 of Section A of Kowloon Inland Lot No.2528 and The Remaining Portion of Section A of Kowloon Inland Lot No.2528 respectively;
- (k) "Occupation Document"
 - (i) where the Development is a Relevant NTEH Development, means the letter to be issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the Development being occupied; or
 - (ii) in any other case, means the occupation permit or temporary occupation permit to be issued by the Building Authority under Section 21 of the Buildings Ordinance (Cap. 123) for every building in the Development;
- (l) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
- (m) "Professional Fees" means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the Development;
- (n) "Property" means the property described in Schedule 3;

- (o) "Statutory Declaration" means the Statutory Declaration of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor registered in the Land Registry by Memorial No. 24012601870020 in compliance with Rule 5C (3) of the Solicitors' Practice Rules as supplemented by a Supplemental Statutory Declaration of the Vendor's Solicitors registered in the Land Registry by Memorial No. 24050701410028; and
- (p) "Vendor's Solicitors" means Messrs. King & Wood Mallesons.
- (2) In this Agreement
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - (b) the floor area of an item under paragraph (a) of Schedule 4 is calculated in accordance with section 8(3) of that Ordinance; and
 - (c) the area of an item under paragraph (b) of Schedule 4 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
- (3) In this Agreement, if the context permits or requires, the singular number includes the plural and the masculine gender includes the feminine and the neuter.

Sale and purchase

- 2. The Vendor shall sell and the Purchaser shall purchase the Property TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development including the external walls (if any) of the Property SAVE AND EXCEPT:-
 - (a) the Property; and
 - (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase price

3.

- (1) The purchase price is the sum set out in Schedule 5, payable by the Purchaser to the Vendor's Solicitors as stakeholders in the manner set out in Schedule 5.
- (2) In the event of any money paid under this Agreement to the stakeholders not being applied in the manner set out in clause 26, such money is deemed to have been paid by the Purchaser to the Vendor's Solicitors as agents for the Vendor.
- (3) In the event of the Purchaser being required pursuant to Schedule 5 to pay the balance of

the purchase price when the Vendor is not at that time in a position validly to assign the Property to the Purchaser for whatever reason, the Purchaser is entitled to withhold such payment until the Vendor is in a position validly to assign the Property and has given at least 14 days' notice in writing to that effect to the Purchaser. Where the Purchaser has opted for payment of the full balance of the purchase price within a specified period after the signing of this Agreement as set out in Schedule 5, then this sub-clause (3) shall not apply.

- (4) In respect of each payment of the purchase price or any part of the purchase price required to be made under this Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier order issued or a cheque certified good for payment by a licensed bank in the Hong Kong Special Administrative Region in favour of the Vendor's Solicitors for the relevant amount.
- (5) Subject to sub-clause (3) but without prejudice to any other remedy under this Agreement, the Vendor is entitled to demand and receive payment of interest on the amount of any part of the purchase price not paid on its due date at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date on which the same ought to have been paid by the Purchaser to the date of actual payment.

Completion of Development, extension of time, rescission 4. (1) The Vendor shall –

- (a) continue the construction of the Development with all due expedition;
- (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
- (c) complete the Development in all respects in compliance with the building plans (if any) on or before 31 October 2024 subject to such extensions of time as may be granted by the Authorized Person in accordance with sub-clause (4)(a).
- (2) If the Vendor fails to apply for and obtain any necessary extension of time for completing the Development under sub-clause (1) and fails to complete the Development by the expiry date of the Building Covenant Period, the Purchaser is entitled, in addition to any other remedy that the Purchaser may have, to give the Vendor notice in writing to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.
- (3) Subject to sub-clause (3)(b), if the Vendor fails to complete the Development by the date specified in sub-clause (1)(c) as extended by any extensions of time granted by the Authorized Person under sub-clause (4)(a), the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to

rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.

- (b) If the Purchaser does not rescind this Agreement under sub-clause (3)(a) within 28 days after the date specified in sub-clause (1)(c) or any extended date under sub-clause (4)(a), the Purchaser is deemed, without prejudice to the Purchaser's rights under sub-clause (3)(c), to have elected to wait for completion of the Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in sub-clause (1)(c) or any extended date under sub-clause (4)(a) up to the date of completion of the Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
- (c) Despite sub-clauses (3)(a) and (3)(b), if the Development is not completed within a period of 6 months from the date specified in sub-clause (1)(c) or any extended date under sub-clause (4)(a), the Purchaser is at liberty either to rescind this Agreement in which event the provisions of sub-clause (3)(a) relating to repayment and interest apply or to await the completion of the Development in which event the provisions of sub-clause (3)(b) relating to the payment of interest apply.
- (4) (a) The Vendor is entitled to such extensions of time for completion of the Development beyond the date specified in sub-clause (1)(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having regard to delays caused exclusively by any one or more of the following reasons
 - (i) strike or lock-out of workmen;
 - (ii) riots or civil commotion;
 - (iii) force majeure or Act of God;
 - (iv) fire or other accident beyond the Vendor's control;
 - (v) war; or
 - (vi) inclement weather.

For the purpose of this clause, "inclement weather" means rainfall in excess of 20 millimetres in a twenty-four hour period (mid-night to mid-night) as recorded at the Hong Kong Observatory, or the issue of a Black Rainstorm Warning Signal, or the hoisting of Typhoon Signal No.8 or above, at any time between the hours of 8 a.m. and 5 p.m.

(b) The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under sub-clause (4)(a) furnish the Purchaser with a copy of the relevant certificate of extension.

Apply Certificate of Compliance/Oc cupation Document 5.

6.

7.

- (1) The Vendor shall apply in writing for an Occupation Document in respect of the Development within 14 days after its having completed the Development as stipulated in clause 4(1)(c).
- (2) For the purposes of clauses 4(1), 4(3)(a), 4(3)(b), 4(3)(c), 4(4)(a) and 5(1)
 - (a) where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the issue of Certificate of Compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed as the case may be and nothing in this sub-clause precludes the Vendor from proving that the Vendor has complied with clause 4(1)(c) by any other means; or
 - (b) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Development is deemed to be completed on the date on which the Occupation Document issued.

Completion

- (1) Where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.
 - (b) Where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within six months after the issue of the Occupation Document.
- (2) The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Possession

On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant and the Deed of Mutual Covenant. Subject as hereinafter mentioned, the Purchaser or the Purchaser's nominee or sub-purchaser shall on completion of the sale and purchase be entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.

Risk

8. The Property, as between the Vendor and the Purchaser, remains at the Vendor's risk until the date fixed for completion of the sale and purchase in clause 6.

Requisition on title

- 9.
- (1) Subject to clause 13(2) and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
- (2) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.

Government Grant, easements misdescription

- 10.
- (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created thereby or absolutely (as the case may be) and with any right of renewal thereby granted and subject to all easements (if any) subsisting therein.
- (2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect of such error, mis-statement or mis-description save as otherwise provided in this Agreement and except where such error, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property.
- 11. (1) The Vendor shall, on or before completion of the Development, incorporate into the Property the fittings, finishes and appliances as follows –

the fittings, finishes and appliances as set out in Schedule 6.

Provided Always that if the Vendor is prevented by force majeure or other reason beyond its control from obtaining such fittings, finishes and appliances, other fittings, finishes and appliances certified by the Authorized Person to be of comparable quality may be substituted.

(2) The communal and recreational facilities are as follows –

the communal and recreational facilities as set out in Schedule 7.

Warranties

- (3) The Vendor warrants
 - (a) that at the date hereof (i) the building plans have been duly approved, (ii) the consent of the Building Authority has been given under the Buildings Ordinance to commence building works on the land and (iii) to the best of the Vendor's knowledge no impediment exists which would prohibit or impede the completion of construction of the Development within the time specified in clause 4(1)(c);
 - (b) that the fittings finishes and appliances as set out in clause 11(1) shall, on or

before completion of the Development, be incorporated into the Property;

- (c) that subject to clause 21(1), the Property will, on completion of the Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in Schedule 4; and
- (d) that on completion of the Development the Vendor shall provide the communal and recreational facilities as set out in clause 11(2).
- (4) In addition to clauses 11(3)(b), (c) and (d) mentioned in clause 29 hereof, all other provisions of this clause 11 will survive completion of the sale and purchase by the Assignment.

Rights of Purchaser

12.

- (1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to:-
 - (a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
 - (b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his Solicitors;
 - (c) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser;
 - in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).
- (2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the Assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

Cancellation of

(3)

In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation

Agreement

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

Good Title

13.

14.

15.

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

Documents of title

- (1) Such of the documents of title as relate exclusively to the Property shall be delivered to the Purchaser. All other documents of title in the possession of the Vendor shall be retained by the Vendor who shall, if so required on completion of the sale and purchase, give to the Purchaser a covenant for the safe custody of those documents and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.
- (2) The provision of clause 14(1) shall survive completion of the sale and purchase by the Assignment.

Costs and disbursements of Agreement

- (1) Subject to the provisions of clause 12(1)(c), all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and paid by the Purchaser, and in the event that the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him:-
 - (a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval, and
 - (b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement.

Stamp duty, etc.

- (2) All registration fees payable on the provisional agreement or this Agreement (if any) and the Assignment shall be borne and paid by the Purchaser.
- (3) The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

- (4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (5) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by the Purchaser.

Time of the essence

16. Time is in every respect of the essence of this Agreement.

Default of Purchaser 17.

- (1) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with Schedule 5 or any interest payable under this Agreement within 7 days after the due date, the Vendor may (subject to clause 3(3)) give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event-
 - (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.
- (2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale belongs to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.

Default of Vendor 18.

19.

In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Deed of Mutual Covenant On completion of the sale and purchase, the Purchaser shall EITHER enter into a Deed of Mutual Covenant and, if required by the Vendor, a Management Agreement, with the Vendor OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of the Deed of Mutual Covenant and a Management Agreement (if any) entered into by the Vendor with another purchaser or purchasers in respect of the land and the Development. Such Deed of Mutual Covenant and Management Agreement (if any) shall follow closely the draft exhibited to the Statutory Declaration subject however to such modifications as are necessitated by changes in the building plans, adjustment of the undivided

shares, change in the management company and the like. The provisions of the Deed of Mutual Covenant shall not conflict with the Guidelines set out in Law Society Circular 12-886 (PA) as amended from time to time unless otherwise permitted by the Law Society of Hong Kong.

Cost of DMC

20.

21.

The Purchaser shall pay to the Vendor's Solicitors the costs of and incidental to the Deed of Mutual Covenant in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules which include the costs for the provision of a certified copy of such Deed of Mutual Covenant to the Purchaser.

Alteration of building plans

Covenant to the Purchaser.

(1) Despite anything contained in this Agreement, the Vendor reserves the right to alter the

- building plans (if any) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority. If, as a result of such alteration, the measurements of the Property or any part of the Property according to such amended plans differs from the measurements of the Property as set out in Schedule 4, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected Provided That if the increase or reduction in the measurements of the Property, or any part of the Property, exceeds 5% of the measurements of the Property as set out in Schedule 4, then the Purchaser is at liberty to rescind this Agreement, in which event all moneys paid by the Purchaser under this Agreement shall be returned to the Purchaser with interest on those moneys at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates of payment to the date of repayment. The Purchaser shall exercise the right of rescission by notice in writing to the Vendor within 30 days after the Purchaser is notified in writing by the Vendor of the approval of such amended plans by the Building Authority, and if no such notice is received by the Vendor within such time, the Purchaser is deemed to have accepted such plans.
- (2) Any dispute as to
 - (a) the extent of any variation in the measurements of the Property under sub-clause (1);
 - (b) the extent of any adjustment of the purchase price as a result of the variation; or
 - (c) whether the proviso to clause 11(1) has been complied with and, if it has not, as to the extent of the damages which should be paid

shall first be referred to the Authorized Person for a decision thereon.

(3) If either party is dissatisfied with the decision of the Authorized Person made pursuant to sub-clause (2), such party shall within 14 days after the decision is communicated to him give to the other party notice in writing of his intention to refer the decision to another authorized person as defined in section 2(1) of the Buildings Ordinance (Chapter 123) acting as an expert, otherwise the decision of the Authorized Person shall be final and binding on the parties. Should the parties fail to agree on such other authorized person to be appointed within 30 days after the giving of such notice, either party is entitled to apply within 7 days thereafter to the President of The Hong Kong Institute of

Surveyors for the appointment of a member of the Institute whose decision shall be final and binding on both parties. If neither party refers the decision within the time aforesaid, the decision of the Authorized Person shall be final and binding on the parties hereto. The costs of the Authorized Person shall be paid as directed by the Authorized Person in his award.

Adjustment of undivided shares

- 22. The Vendor reserves the right to adjust the number of undivided shares into which the land and the Development are notionally divided and the fraction which each share bears to the whole Provided That such adjustment shall not
 - (a) have the effect of increasing the contributions to the management expenses payable by the Purchaser by more than 5%; or
 - (b) affect the Purchaser's exclusive right and privilege to hold, use, occupy and enjoy the Property.

Utility deposits

23.

24.

26.

- (1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.
- (2) Before the Purchaser is entitled to possession of the Property, the Purchaser shall -
 - (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and
 - (b) pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.

Registration

This Agreement shall be registered in the Land Registry within 1 month from [] being the date of the preliminary agreement referred to at Schedule 8 item (g) of this Agreement.

No further mortgage by Vendor

25. The Vendor shall not after the execution of this Agreement enter into any further mortgage or charge of the Property or any other part of the land or the Development but nothing in this Agreement shall prevent the Vendor from charging the unpaid proceeds of sale under this Agreement (subject however to clause 26) to further finance the Construction Costs and the Professional Fees so long as notice of any such mortgage or charge is given to the Purchaser.

Release of Purchase Price

- (1). Subject as provided in this clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only
 - (a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the

construction of the Development;

- (b) second, towards repayment of funds drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;
- (c) third, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the Development at any time holding as stakeholders a sufficient sum to cover the entire outstanding balance of Construction Costs and the Professional Fees as certified by the Authorized Person from time to time and other sums referred to in sub-clause (1)(b) above, towards payment of any other moneys secured by the Building Mortgage (if any); and
- (d) fourth, in the event of the Vendor's Solicitors and all other solicitors (if any) acting for the Vendor in the sale of the residential units in the Development at any time holding as stakeholders a sufficient sum to cover the total of the sums referred to in sub-clause (1)(c) above, then the Vendor's Solicitors may release the excess amount to the Vendor.

Provided Always that :-

- (i) in respect of any payment under sub-clause (1)(a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and
- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (1)(a) above;
- (2) All moneys received by the Vendor's Solicitors as stakeholders under this Agreement shall be placed in a client account bearing interest and subject to clearance (if the payment is made by cheque) the Vendor shall be entitled to all interest (if any) earned on such account.

27. Any notice required to be given under this Agreement –

- (1) is deemed to have been validly given to a party if –
 - (a) the notice is addressed to the party; and
 - (b) the notice is sent by ordinary prepaid post to –
 - the party's address stated in this Agreement; or (i)
 - the party's last known address (where a notification of change of address (ii)

Notices

has previously been given to the other party or the other party's solicitors); and

(2) is deemed to have been served on the second business day after the date of posting.

Defects

28.

- (1) The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 6(2), remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 11(1), caused otherwise than by the act or neglect of the Purchaser. The provisions of this sub-clause are without prejudice to any other rights or remedies the Purchaser may have at common law or otherwise.
- (2) The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
- (3) In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
- 29. Clauses 11(3)(b), (c), (d) and 28 will survive completion of the sale and purchase by the Assignment.

Non-business day etc.

- 30. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
- Marginal Notes 31. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.
- Certificate of value
- 32. It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds **HK\$**[].
- Stamp Duty Ordinance 33. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Schedule 8 hereto.

Parties

(a)	Vendor:	SILVERWEALTH LAND DEVELOPMENT LIMITE (Business Registration No.71807762) whose registered office situate at Suite A, 20 th Floor, Wah Hen Commercial Centre, 3 Hennessy Road, Hong Kong.	is
(b)	Purchaser:	[] both of/all of/of/whose registered office situate at [].	is
		Holder of Hong Kong Identity Card N	lo.
		Business Registration No.:[
		as Sole Owner/Joint Tenants/Tenants in Common in equ	al

and which for the purposes of this Agreement shall include his/her/their executors and administrators.

shares

A new Government Lease is deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40 of the Laws of Hong Kong) for the further term of 75 years commencing from the 29th day of June 2006 immediately after the expiration of the original term of 75 years created by the old Government Lease, particulars of which expired Government Lease are set out below:-

(a) Date: 15th April 1937

(b) Parties: Late King George the Sixth of the one part and Li Chi Lap alias Li Yuk

Lam of the other part.

(c) Term: 75 years commencing from 29th June 1931 with a right of renewal for a

further term of 75 years

(d) Lot Number: Kowloon Inland Lot No.2528

Property

ALL THOSE [] equal undivided **2,437th** parts or shares of and in the land which for the purposes of identification is shown on the Site Plan attached hereto and thereon coloured Pink and of and in the Development now under construction thereon and intended to be known as "**ELIZE PARK**" TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT**[] (**including balcony thereof**) on the [] **FLOOR** of the Development (as shown and designated "[]" on the Floor Plan(s) hereto attached and thereon coloured Pink).

Measurements of the Property

The measurements of the Property are as follows $-\,$

(a)	the saleable area of the Property is		square metres/			squa	are feet of which	
		square metres/		square	feet is the	floor area of the	balco	ny;
	0.000	square metres/	0	square	feet is the	floor area of the	utility	y platform;
	0.000	square metres/	0	square	feet is the	floor area of the	veran	dah; and
(b)	other m	easurements are -						
	the area	of the air-condition	oning pla	nt room	0.000	square metres/	0	square feet;
	the area	of the bay window	is is		0.000	square metres/	0	square feet;
	the area	of the cockloft is			0.000	square metres/	0	square feet;
	the area	of the flat roof is				square metres/		square feet;
	the area of the garden is the area of the parking space is				0.000	square metres/	0	square feet;
					0.000	square metres/	0	square feet;
	the area	of the roof is				square metres/		square feet;
	the area	of the stairhood is			0.000	square metres/	0	square feet;
	the area	of the terrace is			0.000	square metres/	0	square feet;
	the area	of the yard is			0.000	square metres/	0	square feet.

	purchase price is HK \$[eholders as follows-], payable by the Purchaser to the Vendor's Solicitor	rs as
(a)	the amount of HK\$ [] has been paid as deposit on the signing of this Agreeme	nt;
(b)	the amount of HK\$ [and] being further deposit to be paid on or before []
(c)] being balance of the purchase price to be paid on or be hin 14 days after the date of the Vendor's written notification to or is in a position validly to assign the Property to the Purchase	the
OR			
(b)	the amount of HK \$[] being further deposit to be paid on or before []:
(c)	the amount of HK \$[or before [] being part payment of the purchase price to be paid; and	d or
(d)	•] being balance of the purchase price to be paid within Vendor's written notification to the Purchaser that the Vendor is the Property to the Purchaser.	

Fittings, Finishes and Appliances

Communal and Recreational Facilities

- (i) (ii)
- gym function room landscaped area (iii)

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance:

(a)	(1)	Name of the Vendor -	Schedule 1(a) refers.		
		Address/Registered Office of the Vendor -	Schedule 1(a) refers.		
	(2)	Name of the Purchaser -	Schedule 1(b) refers.		
		Address/Registered Office of the Purchaser -	Schedule 1(b) refers.		
(b)	(1)	Identification Number of the Vendor -	Company Registration No.		
		Identification Number of the Purchaser -	Schedule 1(b) refers (if applicable).		
(c)	(1)	Business Registration Number of the Vendor -	Schedule 1(a) refers.		
	(2)	Business Registration Number of the Purchaser -	Schedule 1(b) refers (if applicable).		
(d)	Descr	ription and location of the Property -	Schedule 3 refers.		
(e)		The Property is residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance (Cap. 117).			
(f)	Date of this Agreement -		Page 1 refers.		
(g)	This Agreement was preceded by Preliminary Agreement for Sale and Purchase on the same terms made between the Vendor and the Purchaser on [].				
(h)	There	There is no agreed date for the Conveyance on Sale or Assignment of the Property.			
(i)		There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is HK\$ [].			
(j)	There is no other consideration which the parties signing this Agreement knows has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this				

Agreement or any Conveyance on Sale or Assignment of the Property pursuant to this Agreement

(excluding legal expenses).

SIGNED by)
)
)
)
)
on behalf of the Vendor whose signature)
is verified by :-)

SIGNED by the Purchaser in the presence of :-)
INTERPRETED to the Purchaser in the Cant	tonese dialect of the Chinese language by:-

RECEIVED the day and year first above written))	
of and from the Purchaser the above mentioned))	
deposit of DOLLARS [))	
ONLY.)) HK \$[]
))	
))	
))	

Messrs. King & Wood Mallesons as stakeholders

Dated the day of 2024

Agreement for Sale and Purchase

KING & WOOD MALLESONS

Solicitors,
13th Floor, Gloucester Tower,
The Landmark,
No.15 Queen's Road Central,
Central, Hong Kong.
Tel. No. 3443 1000 Fax. No. 3443 1299
(Master File: 800-0026192/SN/LY)
47236680_1

Ref. No.:800-002 /SN/LY/[[ASP (uncompleted building) 2024-05-06]

]

WARNING TO PURCHASERS

對買方的警告

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 18	31 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		
日期		

WARNING TO PURCHASERS PLEASE READ CAREFULLY

對買方的警告 買方請小心閱讀

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

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

Signed by the Purchaser(s) 買方簽署

Declaration Regarding Intermediary

關於中介人的聲明

Vendor	Silverwealth Land Development Limited	
賣方		
Address	Elize Park	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 18	31 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Intermediary	(公司名稱)	
中介人	(地產代理姓名)	
Estate Agent Licence No.		
地產代理牌照號碼		
Date		
日期		
The Dynahasan and the Internet adia	my haraby confirm and dealers as fallows:	

The Purchaser and the Intermediary hereby confirm and declare as follows:-

買方及中介人謹此確認及聲明如下:

- 1. The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
 - 買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
- 2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
 - 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述,無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人負責。
- 3. The Vendor and its staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
 - 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。如有任何人仕以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。
- 4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
 - 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合約進行。
- 5. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail. 如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署	Signed by the Intermediary 中介人簽署

Declaration Regarding No Intermediary

關於並無中介人的聲明

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 18	81 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		
日期		

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下:

- 1. The Purchaser attended the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly with the Vendor, and no intermediary was involved in the purchase of the Property by the Purchaser. 買方是直接到賣方的售樓處簽署購買本物業的臨時買賣合約,並無中介人參與買方購買本物業一事。
- 2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

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。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Open Kitchen

關於開放式廚房的確認書

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park (the "Development" 「發展項目」)	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 18	81 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		·
日期		

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

我/我們,下方簽署人,特此確認,我/我們在簽署臨時買賣合約前明白和接納:

1. Under the latest draft of Deed of Mutual Covenant and Management Agreement of the Development (the "DMC"), the Owners of the relevant Residential Units with open kitchen shall at their own costs and expenses observe and comply with the covenants, obligations, provisions and restrictions to be observed and performed by Owners of the relevant Residential Units with open kitchen set out in the Fire Safety Management Plan (as defined in the DMC), in particular the provisions set out in the Fifth Schedule of the DMC, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan as well as the relevant provisions contained in the DMC relating to fire safety of open kitchen and shall cause the tenants and occupiers of the Property to observe and comply with the same.

按照發展項目的公契及管理合約(「公契」)之最新擬稿規定,設有開放式廚房之住宅單位業主須自費遵守及履行《消防安全管理計畫》(Fire Safety Management Plan)(按公契定義)所列出設有開放式廚房之有關住宅單位業主必須遵守和履行之消防安全之契諾、責任、規定和限制,尤其是公契附表五所列規定,以及管理人不時發布或給予的與實施《消防安全管理計劃》有關的任何指引或指示及公契內所列出的有關開放式廚房消防安全的條文,我/我們並須促使本物業之租客及佔用人遵守及履行上述的契諾、責任、規定和限制及公契條文。

- 2. I/We have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the latest draft of the DMC (which is available at the sales office) and seek professional advice for details.
 - 我/我們確認於簽訂本物業的臨時買賣合約前已獲建議細閱公契之最新擬稿(於售樓處有所提供)及尋求專業意見以獲取詳情。
- 3. I/We shall be responsible for maintenance and annual inspection of the fire safety provisions within the Property. I/we shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager (as defined in the DMC) from time to time relating to the implementation of the Fire Safety Management Plan.
 - 我/我們須負責本物業內的消防安全設施的保養與年度檢查。我/我們須遵守和履行《消防安全管理計畫》以及管理人 (按公契定義)不時發布或給予的與實施《消防安全管理計劃》有關的任何指引或指示。
- 4. I/We shall not:-

我/我們不應:

- (a) alter, remove or obstruct any smoke detectors provided inside the Property and at the common lobby outside the Property; 改動、拆除或阻塞本物業內及本物業外的公用大堂提供的任何消防煙霧偵測器;
- (b) alter, remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of the Property; and 改動、拆除或阻塞在本物業開放式廚房對上天花提供的消防花灑頭; 及

(c) alter or remove the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Property.

改動或拆除本物業出口門附近的耐火效能不低於-/30/30 的全高度牆壁。

5. I/We shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at the cost and expense of me/us) annual check and maintenance of the fire safety provisions including but not limited to smoke detectors and sprinkler heads within the Property.

我/我們會容許管理人及註冊消防裝置承辦商在事先給予合理通知(緊急情況除外)後,聯同或不聯同工人、承辦商及 其他人士在帶同或無帶同設備及器具下於所有合理時間進入本物業,藉以對消防裝置(包括但不限於本物業內的消防煙 霧偵測器及消防花灑頭)進行年度檢查及保養(費用及開支由我/我們承擔)。

In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out herein and in the Fifth Schedule of the DMC, and make it a condition in the relevant agreement (if any).

若我/我們放棄管有本物業時,我/我們會促使租客、被許可人或佔用人(視情況而定)遵守《消防安全管理計劃》, 尤其是本函及公契附表五所列的消防安全設施,並將此規定列為相關合約(如有)的一項條件。

- 6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations for the Property shall be borne by me/us on demand.
 - 我/我們會應要求承擔管理人及/或註冊消防裝置承辦商對消防裝置進行保養及年度檢查所產生的費用及開支。
- 7. I/We have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
 - 我/我們同意購入本物業時已完全知悉上述之契諾、責任、規定和限制,並將完全遵守及履行該等契諾、責任、規定和 限制。
- 8. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. In the event of any conflict or discrepancy between the provisions of this letter and that of the DMC or the Fire Safety Management Plan, the provisions of the DMC or the Fire Safety Management Plan shall prevail.

如本文件之中英文文本有任何歧義,一切以英文文本為準。如本函與公契或《消防安全管理計畫》的條款有任何衝突或分歧,一切以公契或《消防安全管理計畫》的條款為準。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above. 我/我們確認及聲明我/我們同意購入本物業時已完全知悉並接受和同意上述事項。

Signed by the Purchaser(s)	買方簽署

Acknowledgement Letter Regarding Operation of Building Maintenance Unit

關於建築物維護設備操作的確認書

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 18	31 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		
日期		

 I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

我/我們等,即下方簽署人,特此確認我/我們簽署本物業的臨時買賣合約前已清楚明白以下事項:

- (a) Under the latest draft of Deed of Mutual Covenant and Management Agreement (the "DMC"):- 按照公契及管理合約的最新擬稿(「公契」)規定:
 - (i) In respect of any flat roof, main roof and balcony forming part of a Residential Unit (as defined under the DMC), the Manager (as defined under the DMC) shall have the right at all times to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the flat roof, main roof and balcony or the parapet walls of the roof or flat roof as may be determined by the Manager, one or more building maintenance unit(s), other equipment or device of management, vertical passenger hoists(s) and building maintenance equipment (collectively the "building maintenance unit(s)")to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Building (as defined under the DMC), and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Facilities (as defined under the DMC) Provided that the use and enjoyment by the Owner of his Residential Unit shall not be materially adversely affected or prejudiced thereby.

就構成住宅單位(如公契中所定義)部分之任何平台、主天台及露台,管理人(如公契中所定義)有權在任何時候,延伸、維持、運作、移動一個或多個建築物管理單位、其他管理器具及設備、載客垂直升降台及建築物維護設備(統稱「**建築物維護設備**」)及有權通行、越過及/或進入平台、主天台及露台或天台或平台的矮牆的上空或部份上空,以進行檢修、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換建築物(如公契中所定義)的任何部分外牆,及暫時性地停留在該上空一段必要時間作檢查、重建、維修、翻新、保養、清潔、塗漆或裝飾所有或任何公用地方及設施(如公契中所定義),惟行使該權利時,業主對其住宅單位的享用應不受嚴重不良影響或受損。

(ii) No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the balcony, roof, flat roof or the parapet walls of the roof or flat roof pertaining to his Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the building maintenance unit(s) at any time in the course of the management and/or the maintenance of the Building.

業主不得作出或容許其租戶、佔用人或被許可人在屬於其住宅單位的露台、天台、平台或天台或平台的矮牆上作出任何行為、行動、事情、事項或放置任何物品以於管理及/或維修建築物期間的任何時候干擾、影響或可能干擾或影響建築物維護設備的操作。

(b) My/our enjoyment of the balcony, roof, flat roof or the parapet walls of the roof or flat roof pertaining to the Property may be adversely affected during the operation of the building maintenance unit(s) in the course of the management and/or the maintenance of the Building by the Manager.

管理人在管理及/或維修建築物期間操作建築物維護設備時,可能對我/我們享用屬於本物業的露台、天台、平台及或天台或平台的矮牆造成不利影響。

- 2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
 - 我/我們確認及聲明我/我們同意購入本物業時已完全知悉上述之限制及責任,並將完全遵守及履行該等限制及責任而不會作出任何反對。
- 3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. In the event of any conflict or discrepancy between the provisions of this letter and that of the DMC, the provisions of the DMC shall prevail. 如本文件之中英文文本有任何歧義,一切以英文文本為準。如本函與公契條款有任何衝突或分歧,一切以公契條款為準。

Signed by the Purchaser(s)	買方簽署

Acknowledgement Letter Relating to Flat Roof and Roof

有關平台及天台之確認函

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park (the "Development" 「發展項目」)	
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 1	81 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		
日期		

The Purchaser acknowledges to the Vendor that the Purchaser is fully aware of and accept the following matters prior to the Purchaser's signing of the Preliminary Agreement for Sale and Purchase of the Property:

買方向擁有人確認,在買方簽署本物業之臨時買賣合約前,買方完全明白及接受以下事項:

- 1. The area(s) shown cross-hatched black and marked "COMMON AREA FOR GONDOLA USE" on the floor plan of the Property in the section of "Floor Plans of Residential Properties in the Development" of the sales brochure of the Development (the "Area"), if any, form(s) part of the common areas of the Development. The Area (if any) does not form part of the Property and the Purchaser will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area.
 - 發展項目的售樓說明書中「發展項目的住宅物業的樓面平面圖」一節本物業圖則中以交差黑斜線並標注「COMMON AREA FOR GONDOLAUSE」標示之範圍(「該範圍」),如有,屬發展項目之公用部份。該範圍(如有)並不屬於本物業一部份,而買方將無任何獨有權利或特權持有、使用、佔用或享用該範圍。
- 2. The Manager shall have power with or without workmen at all reasonable times on written notice (except in case of emergency) to enter into all parts of the Development including the Property for the purposes of inspecting, rebuilding, repairing, altering, renewing, improving, maintaining, cleaning, painting or decorating any part(s) of the Development, the Common Areas and Facilities (as defined in the Deed of Mutual Covenant and Management Agreement (the "DMC")) (including but not limited to the Area) or for the exercise and carrying out of any of its powers and duties under the provisions of the DMC. Without limiting the generality of the foregoing, the Manager shall have power to enter and access to any part of the Property and to enter into all parts of the Development with or without workmen and equipment for the purpose of cleaning, painting, repairing, and maintaining the Curtain Wall (as defined in the DMC), windows, external walls, flat roofs and the Common Areas and Facilities (including but not limited to the Area) including without limitation, the right to affix and dock any building maintenance unit(s) for the aforesaid purposes. Without prejudice to the generality of the foregoing, in respect of any roof or flat roof forming part of the Property, the Manager shall have the right to enter into all or any parts of such roof or flat roof for the purposes of carrying out all necessary cleaning maintenance and/or repair works (whether or not such works are ad-hoc in nature).

為發展項目、公用地方及設施(包括但不限於該範圍)的任何部分之檢查、重建、修理、改動、更新、改善、保養、清潔、髹油或裝飾或行使及履行其在公共契約及管理協議(「公契」)下的任何權力及職責目的,管理人有權在事先發出通知,於任何合理時間(緊急情況除外)聯同或不聯同工人進入發展項目的所有部分,包括本物業。在無損前述內容的一般性的情況下,管理人有權聯同或不聯同工人、帶備或不帶備器具,為幕牆(按公契定義)、窗戶、外牆、平台以及公用地方及設施(按公契定義)(包括但不限於該範圍)之清潔、髹油、維修和保養的目的進入本物業的任何部分及進入發展項目的所有部分,包括但不限於有權為了前述目的裝嵌並

放置任何建築物維護設備。在無損前述內容的一般性的情況下,就任何屬本物業一部分的平台或天台而言,管理人有權進出該等平台或天台所有或任何部分以進行所有必需之清潔、保養及/或維修工程(不論該等工程是否屬臨時性質)。

3. The Purchaser has agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

買方購入本物業時已完全知悉上述之限制及責任,並將完全遵守及履行該等限制及責任而不會作出任何反對。

4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. In the event of any conflict or discrepancy between the provisions of this letter and that of the DMC, the provisions of the DMC shall prevail. 如本文件之中英文文本有任何歧義,一切以英文文本為準。如本函與公契的條款有任何衝突或分歧,一切以公契的條款為準。

Signed by the Purchaser(s)	買方簽署

<u>"Ad Valorem Stamp Duty Benefit" Side Letter</u> 「代繳從價印花稅優惠」附函

Vendor 賣方	Silverwealth Land Development Limited		
Address	Elize Park (the "Development" 「發展項目」)		
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街 181 號		
Property	Flat 單位	Floor 樓層	
本物業			
Purchaser(s)			
買方			
I.D. / B.R. No.			
身份證/商業登記證號碼			
Date		·	
日期			

To the Purchaser(s) from the Vendor:

由賣方致買方:

We hereby confirm that if you have signed the formal agreement for sale and purchase of the Property (the "Agreement") in accordance with the Preliminary Agreement for the Sale and Purchase of the Property (the "Preliminary Agreement") and the Agreement has not been terminated or cancelled, the Vendor is prepared to provide you with "Ad Valorem Stamp Duty Benefit" (defined below) subject to your full compliance with the following terms and conditions:

現特此確認如閣下已按照物業之臨時合約(「臨時合約」)簽署物業之正式買賣合約(「正式合約」),且正式合約未遭終止或取消,賣方會準備給予閣下「代繳從價印花稅優惠」(定義見下文),惟閣下須受以下條款及條件規限:

- 1. "Ad Valorem Stamp Duty Benefit" (the "Stamp Duty Benefit") means: The Vendor will pay the ad valorem stamp duty on the Agreement for you. The amount is equal to the actual amount of ad valorem stamp duty payable on the Agreement or 3% of the Transaction Price (i.e. the purchase price of the Property under the Preliminary Agreement), whichever is lower.
 - 「代繳從價印花稅優惠」(「印花稅優惠」) 指:賣方會代閣下繳付正式合約應付之從價印花稅,金額相等於就正式合約須繳付之從價印花稅的實際金額或成交金額(即臨時合約下該物業的售價)的 3%,以較低者為準。
- 2. You shall duly sign the following documents (the "Documents") (which shall also be duly attested or witnessed where applicable) and submit the same to the Vendor's solicitors upon the signing of the Agreement:-

閣下須於簽署正式合約時妥為簽署以下文件(「該等文件」)(如適用時該等文件並須妥為認證或見證)並遞交予賣方律師:-

- (i) Irrevocable Power of Attorney;
 - 不可撤銷委託書;
- (ii) Form IRSD125 Application for refund of Stamp Duty Under Section 29C(5B) of the Stamp Duty Ordinance (Cap.117); and 表格 IRSD125 印花稅退款申請書根據印花稅條例(第 117 章)第 29C(5B)條申請;及
- (iii) Form L/I (1) Letter of Indemnity (for Payer of Stamp Duty).表格 L/I(1) 償還稅款保證書(供支付印花稅者填報)。
- 3. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part and the completion of the sale and purchase of the Property, the Stamp Duty Benefit will be provided to you and upon the making of all payments under the Stamp Duty Benefit by the Vendor, the Vendor's obligation in relation to the provision of

the Stamp Duty Benefit under this Letter, if any, shall be absolutely discharged. You shall punctually pay the part of all stamp duties on the Agreement not covered by the Stamp Duty Benefit in such manner as required by the Vendor and shall also pay all legal costs and disbursement required by the Vendor's solicitors for payment of stamp duty on your behalf.

在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件及物業買賣已完成的前提下,印花稅優惠將提供予閣下。一經賣方支付所有印花稅優惠項下之金額,賣方於本函中有關提供印花稅優惠的責任(如有)將完全解除。閣下須按賣方要求之方式準時繳付正式合約應付之所有印花稅中印花稅優惠涵蓋範圍外之部分,以及繳付賣方律師就代為繳付印花稅所需的一切法律費用及雜費。

- 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, 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 Agreement, the Preliminary Agreement or other applicable laws.
 - 若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件,賣方有權即時撤銷及/或要求退還印花稅優惠,且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。
- 5. The Vendor will pay (through the Vendor's solicitors or in any other manner) 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.
 - 賣方會(透過賣方律師或以其他方式)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,賣方無須就任何罰款或損失負責。
- 6. If the ad valorem stamp duty on the Agreement has been paid but becomes not payable because of the cancellation or termination of the Agreement for whatever reason, you shall at the option of the Vendor: (a) forthwith pay an amount equivalent to the Stamp Duty Benefit to the Vendor; or (b) forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities (the "Stamp Duty Refund") (the Vendor will return the excess over the Stamp Duty Benefit to the Purchaser). Where requested by the Vendor, whether there is already any cancellation or termination of the Agreement or not, the Purchaser shall sign all relevant forms and documents for obtaining the aforesaid refund. You hereby authorize the Vendor to date, complete and use the (i) aforesaid forms and documents; and (ii) the 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正式合約應付之從價印花稅將不再須要繳付,閣下須按賣方選擇:(a) 立即向賣方支付一筆等同印花稅優惠之款項;或(b)立即採取一切賣方要求之步驟及行動協助賣方從主管當局退回已付之正式合約應付之從價印花稅(「退回印花稅」)(超出印花稅優惠之部分賣方將交還買方)。如賣方要求,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。閣下特此授權賣方於適當時候於(i)該等文件及表格;及(ii)該等文件加上日期、完成及使用該等文件及表格並將之遞交予主管當局。

7. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement 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 Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. 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及/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的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。

8.	In case of any dispute regarding the	Stamp Duty Benefit, the decision of the Vendor shall be final
	如有任何關於印花稅優惠的爭議,	以賣方之最終決定為準。

9. 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.

所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移,及只能由閣下本人行使及享用。

10. 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.

並非本函一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s)	買方簽署		

"Flexible Arrangement" (the "Benefit") Side Letter 「置彈性安排」「該優惠」附函

Vendor 賣方	Silverwealth Land Development Limited	
Address	Elize Park (the "Development" 「發展項目	」)
地址	181 Sai Yee Street, Mong Kok 旺角洗衣街	ī 181 號
Property	Flat 單位	Floor 樓層
本物業		
Purchaser(s)		
買方		
I.D. / B.R. No.		
身份證/商業登記證號碼		
Date		
日期		

To the Purchaser(s) from the Vendor:

由賣方致買方:

We hereby confirm that if you have signed the formal agreement for sale and purchase of the Property (the "Agreement") in accordance with the Preliminary Agreement for the Sale and Purchase of the Property (the "Preliminary Agreement") and the Agreement has not been terminated or cancelled, the Vendor is prepared to provide you with the Benefit (see below for particulars) subject to your full compliance with the following terms and conditions:

現特此確認如閣下已按照物業之臨時合約(「臨時合約」)簽署物業之正式買賣合約(「正式合約」),且正式合約未遭終止或取消,賣方會準備給予閣下該優惠(詳情見下文),惟閣下須受以下條款及條件規限:

- 1. The Benefit: Where under the terms of payment of the Property, the further deposit, part payment of the purchase price or balance of the purchase price is to be paid by the purchaser on or before a specified date (that specified date shall be referred to as the "Date A") or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser (the last day of such period shall be referred to as the "Date B"), whichever is earlier, and if the actual Date B is earlier than Date A and the purchaser is not able to pay the further deposit, part payment of the purchase price or balance of the purchase price on or before Date B, the Vendor will waive any interest on late payment of the further deposit, part payment of the purchase price or balance of the purchase price for the period from Date B to Date A chargeable under the Agreement provided that the Purchaser pays the further deposit, part payment of the purchase price or balance of the purchase price in full on or before Date A to complete the transaction (the "Condition").
 - 該優惠:倘物業支付條款下,加付訂金、部份成交金額或成交金額餘款須於指定日期或之前(該指定日期稱為「**日期 A**」)或賣方就其有能力將有關住宅物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 日內(該期間最後一天稱為「**日期 B**」)由買方付清,以較早者為準,如實際日期 B 早於日期 A,而買方未能於日期 B 當日或之前付清加付訂金、部份成交金額或成交金額餘款,賣方將豁免按正式合約可就日期 B 至日期日 A 期間遲繳加付訂金、部份成交金額或成交金額餘款收取的利息,前提是買方於日期 A 當日或之前付清加付訂金、部份成交金額或成交金額餘款完成交易(「**該條件**」)。
- 2. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part (unless contemplated otherwise in this Letter) and the completion of the sale and purchase of the Property for fulfilment of the Condition, the Benefit will be provided to you.
 - 在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件(本函另有預期除外)及物業買賣已就符合該條件完成的前提下,該優惠將提供予閣下。
- 3. 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 (unless contemplated otherwise in this Letter), the Vendor shall be entitled to withdraw the Benefit and/or seek compensation forthwith without prejudice to the Vendor's other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws. 若閣下未能遵守、履行或符合本函、臨時合約或正式合約(本函另有預期除外)內任何條款或條件,賣方有權即時撤銷該優惠及/或索賠,且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

4. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement 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 Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and Agreement. 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及/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的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。

- 5. In case of any dispute regarding the Benefit, the decision of the Vendor shall be final. 如有任何關於該優惠的爭議,以賣方之最終決定為準。
- 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.

所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移,及只能由閣下本人行使及享用。

7. 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.

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

Signed by the Purchaser(s) 買方簽署		