

**TENDER DOCUMENT**

**INVITATION FOR PURCHASE OF PROPERTY**

**BY WAY OF PUBLIC TENDER**

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Tenders are invited for the purchase of:-

**THE PROPERTIES SET OUT IN COLUMN (A) OF PART 1 OF THE SCHEDULE  
TO THE TENDER NOTICE  
AT BISNEY CREST (碧麗軒), NO.57 BISNEY ROAD, HONG KONG**

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**Tender commences at the date and time set out in column (B) of Part 1 of the Schedule to the Tender Notice and closes at the date and time set out in column (C) of Part 1 of the Schedule to the Tender Notice  
(unless previously withdrawn or sold)**

Duly completed and signed tender documents must be submitted between the commencement and closing of tender into the tender box labelled with "**Tender for Bisney Crest (碧麗軒), No.57 Bisney Road**" at the 5<sup>th</sup> Floor, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong in a sealed plain envelope and clearly marked "**Submission of Tender Document No.1-A of Bisney Crest (碧麗軒), No.57 Bisney Road, Hong Kong**".

**Vendor:** **Cheong Ming Investment Co., Limited (昌明置業有限公司)**  
35<sup>th</sup> - 38<sup>th</sup> Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong

**Vendor's solicitors:** **Messrs. Deacons**  
6<sup>th</sup> Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

**Vendor's agent:** **Chinachem Agencies Limited**  
35<sup>th</sup> - 38<sup>th</sup> Floors, Tower Two, Nina Tower, No. 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong  
Enquiry Hotline: 2439 1662  
Contact Person: Mr. S. M. Ng (Tel: 2739 8811 / Fax: 2311 3080)

## PART 1: TENDER NOTICE

### 1. Definitions

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

“ <b>Acceptance Period</b> ”	means the period between the Tender Commencement Date and before 11:00 a.m. on the next day after the closing of tender;
“ <b>Designated Car Parking Spaces for Tender</b> ”	means the car parking spaces set out in Part 2 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “ <b>Designated Car Parking Space for Tender</b> ” means any one of them;
“ <b>Conditions of Sale</b> ”	means the Conditions of Sale set out in Part 3 of this Tender Document;
“ <b>Formal Agreement</b> ”	means the formal Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser in accordance with Clause 5.1 of the Conditions of Sale;
“ <b>Letter of Acceptance</b> ”	means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3.2 of the Tender Notice;
“ <b>Offer Form</b> ”	means the Offer Form set out in Part 2 of this Tender Document;
“ <b>Property</b> ”	means if and when the Tenderer’s tender is accepted by the Vendor, the Tendered Property or Tendered Properties (as the case may be);
“ <b>Properties for Tender</b> ”	means the properties set out in column (A) of Part 1 of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “ <b>Property for Tender</b> ” means any one of them;
“ <b>Purchase Price</b> ”	means the purchase price specified in the Offer Form;
“ <b>Purchaser</b> ”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
“ <b>Tender Closing Date</b> ”	means the date and time set out in column (C) of Part 1 of the Schedule to the Tender Notice;
“ <b>Tender Commencement Date</b> ”	means the date and time set out in column (B) of Part 1 of the Schedule to the Tender Notice;
“ <b>Tender Document</b> ”	means this Tender Document (comprising Part 1, Part 2 and Part 3 and Schedules thereto but does not include the Annex);
“ <b>Tender Notice</b> ”	means the Tender Notice set out in Part 1 of this Tender

	Document;
<b>“Tendered Properties”</b>	means the properties as specified in the Schedule to the Offer Form and <b>“Tendered Property”</b> means any one of them;
<b>“Tenderer”</b>	means the person who is specified in the Offer Form as the tenderer;
<b>“Vendor”</b>	means Cheong Ming Investment Co., Limited (昌明置業有限公司); and
<b>“Vendor’s solicitors”</b>	means Messrs. Deacons.

## **2. Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 In addition to the Properties for Tender, Tenderers may opt to offer to purchase the Designated Car Parking Space for Tender in their Tenders.
- 2.3 The Vendor does not bind itself to accept the highest tender or any tender, and reserves the right to accept or reject any tender at its sole discretion.
- 2.4 The Vendor reserves the right to, at any time before the closing date and time of the tender, accept any tender submitted.
- 2.5 The Vendor also reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person by any method (including without limitation private treaty, tender and auction).
- 2.6 The Vendor reserves the right to change the closing date and time of the tender from time to time by amending the Information on Sales Arrangements in relation thereto. The Vendor is not obliged to separately notify the Tenderers of such amendment.
- 2.7 The Vendor reserves the right to accept or disqualify any Tenderer who submits any non-conforming tenders or who does not submit a valid or properly executed document according to the Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 2.8 Tenderers should note that the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.9 A tender must be:-
  - (a) made in the form of this Tender Document with the Offer Form (Part 2 of the Tender Document) duly completed and signed. **The tenderer may complete and sign either the English version or the Chinese version of the Offer Form;**
  - (b) accompanied with the following documents:-

(i) Cashier's order(s) / cheque(s)

- (A) One or more cashier's order(s) in the aggregate amount of 5% of the Purchase Price offered by the Tenderer and made payable to "DEACONS" issued by a bank duly licensed under section 16 of the Banking Ordinance; OR
- (B) One or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance in the sum of HK\$5,000,000.00 and one or more cheque(s) drawn on a licensed bank in Hong Kong for the balance thereby making the aggregate amount of 5% of the Purchase Price offered by the Tenderer all made payable to "DEACONS".

(ii) Tenderer's identification document

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

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

(iii) Intermediary's licence (if applicable)

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

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

- (1) Warning to Purchasers (Annex 1)
- (2) Vendor's Information Form relating to the Property (Annex 2)
- (3) Personal Information Collection Statement (Annex 3)
- (4) Declaration of the Purchaser (relationship with Vendor) (Annex 4)
- (5) Acknowledgement Letter for Viewing of Residential Property (Annex 5)
- (6) Side Agreement (Annex 6)

**Please do NOT date any of the documents (1) to (4) and (6) mentioned in this sub-paragraph (iv).**

- (c) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Submission of Tender Document No.1-A of Bisney Crest (碧麗軒), No.57 Bisney Road, Hong Kong**"; and
- (d) placed in the Tender Box labelled "**Tender for Bisney Crest (碧麗軒), No.57 Bisney Road**" placed at the 5<sup>th</sup> Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong from the commencement date and time of submission of tender and at or before the closing date and time of submission of tender set out below:

Commencement date and time of the tender:

**1:00 p.m. on the Tender Commencement Date**

Closing date and time of the tender:  
**4:00 p.m. on the Tender Closing Date**

- 2.10 All cashier's order(s) and cheque(s) (as the case may be) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and cheque(s) (as the case may be) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier's orders and cheque(s) (as the case may be) will be uncashed and made available for collection by the unsuccessful Tenderers by prior appointment Provided that the Vendor shall be entitled to return the cashier's order(s) and cheque(s) (as the case may be) by personal delivery or by post at the Tenderer's risk, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address stated in their tenders.
- 2.11 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative or trustee of the Tenderer.
- (b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and return of cashier's order(s) and cheque(s) (as the case may be).
- 2.12 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

**3. Acceptance of Tender**

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form at or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Formal Agreement in the standard form prepared by the Vendor's solicitors and shall not request for any alteration or amendment thereto, which form will follow the form attached hereto as Appendix B. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Formal Agreement and the Purchaser shall accept the same without amendments.

- 3.4 The following gifts, financial advantage or benefits are offered in connection with the purchase of the Property subject to the terms and conditions hereinafter mentioned :

NIL

- 3.5 Tenderers are advised to note that in the event the Purchaser fails to pay the further deposit or to pay any part payments or the balance of the Purchase Price or to complete the purchase in accordance with the Conditions of Sale and/or the Formal Agreement, the Vendor shall have such rights and remedies against the Purchaser as specified in this Tender Document and/or the Formal Agreement.

**4. Miscellaneous**

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, **Chinachem Agencies Limited (Enquiry Hotline: 2439 1662)**.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Formal Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Formal Agreement.
- 4.3 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

## Schedule to the Tender Notice

### Part 1

	<u>(A)</u> <u>Properties for Tender</u>	<u>(B)</u> <u>Tender</u> <u>Commencement Date</u> <u>and Time</u>	<u>(C)</u> <u>Tender</u> <u>Closing Date and Time</u>
1.	Unit-06 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	1:00 p.m. on 21 August 2020	4:00 p.m. on 21 August 2020
2.	Unit-07 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	1:00 p.m. on 21 August 2020	4:00 p.m. on 21 August 2020
3.	Unit-17 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	1:00 p.m. on 21 August 2020	4:00 p.m. on 21 August 2020
4.	Unit-18 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	1:00 p.m. on 21 August 2020	4:00 p.m. on 21 August 2020

### Part 2

	<u>Properties for Tender</u>	<u>Designated Car Parking Spaces for Tender</u>
1.	Unit-06 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	Car Parking Space No.5 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong
2.	Unit-07 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	Car Parking Space No.6 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong
3.	Unit-17 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	Car Parking Space No.21 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong
4.	Unit-18 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	Car Parking Space No.20 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

*[End of Schedule to the Tender Notice]*

*[End of Part 1: Tender Notice]*

## **PART 2: OFFER FORM**

*(To be completed by the Tenderer)*

To: **The Vendor**

1. Offer

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

2. Binding agreement if offer is accepted

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

3. Address for receipt of Letter of Acceptance

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

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the Purchase Price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
- (c) I/We acknowledge that I/we am/are submitting this Offer Form on the basis of my/our own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and have obtained independent legal and other professional advice in relation to the Tender Document prior to the submission of this Offer Form.

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

## Schedule to the Offer Form

(To be completed by the Tenderer)

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

<i>Section 2 – Tendered Properties and Purchase price</i>			
1.	Tendered Property	Unit-06 on Ground Floor and First Floor of the Lower Block *and Car Parking Space No.5 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	
	Purchase price (HK\$)		
	Cashier's order and cheque(s)	Amount (HK\$)	Bank
			Cashier's order / cheque no.
2.	Tendered Property	Unit-07 on Ground Floor and First Floor of the Lower Block *and Car Parking Space No.6 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	
	Purchase price (HK\$)		
	Cashier's order and cheque(s)	Amount (HK\$)	Bank
			Cashier's order / cheque no.
3.	Tendered Property	Unit-17 on Second Floor and Third Floor of the Lower Block *and Car Parking Space No.21 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong	
	Purchase price (HK\$)		

	Cashier's order and cheque(s)	Amount (HK\$)	Bank	Cashier's order / cheque no.
4.	Tendered Property	Unit-18 on Second Floor and Third Floor of the Lower Block *and Car Parking Space No.20 of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong		
	Purchase price (HK\$)			
	Cashier's order and cheque(s)	Amount (HK\$)	Bank	Cashier's order / cheque no.

\* Please delete as appropriate

### *Section 3 – Terms of payment*

The following type of Terms of payment of the Purchase Price is irrevocably offered by the Tenderer as indicated with a “tick” (Please tick one only):-

**Term of Payment A**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid within 30 days after the date of the Letter of Acceptance; and
3. 90% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 120 days after the date of the Letter of Acceptance (“**completion date**”).

**Term of Payment B**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid within 30 days after the date of the Letter of Acceptance;
3. 5% of the Purchase Price as part payment shall be paid within 60 days after the date of the Letter of Acceptance; and
4. 85% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 180 days after the date of the Letter of Acceptance (“**completion date**”).

**Term of Payment C**

1. 5% of the Purchase Price shall be paid upon signing of this Offer Form and, if the tender is accepted by the Vendor, shall be applied as the Preliminary Deposit;
2. 5% of the Purchase Price as further deposit shall be paid within 30 days after the date of the Letter of Acceptance;
3. 5% of the Purchase Price as part payment shall be paid within 60 days after the date of the Letter of Acceptance; and  
85% of the Purchase Price as balance of the Purchase Price shall be paid on completion which shall take place on or before a date which is 240 days after the date of the Letter of Acceptance (“**completion date**”).

*Section 4 - Intermediary (if any)*

Name of sales person

EA Licence No.

Estate agency

Contact No.

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

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

*Section 5 - Submission checklist*

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

1.  Tender Document (without the Annex) with the Offer Form completed and signed
2.  Cashier's order(s) and cheque(s) (as the case may be)
3.  Tenderer's identification documents
4.  Intermediary's licence (if applicable)
5. Documents in Annex, duly signed and completed by the Tenderer:
  - (1)  Warning to Purchasers (undated) (**Annex 1**)
  - (2)  Vendor's Information Form relating to the Property (undated) (**Annex 2**)
  - (3)  Personal Information Collection Statement (undated) (**Annex 3**)
  - (4)  Declaration of the Purchaser (relationship with Vendor) (undated) (**Annex 4**)
  - (5)  Acknowledgement Letter for Viewing of Residential Property (**Annex 5**)
  - (6)  Side Agreement (undated) (**Annex 6**)

**Section 6 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)**

We declare and agree as follows:-

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

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

*Section 7 - Signature of the Tenderer and witness*

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

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

Signed by the Tenderer:

X

Witnessed by:

X

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

Name of the witness:

Date:

*[End of Part 2: Offer Form]*

## **PART 3: CONDITIONS OF SALE**

### **1. Definitions**

In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below :-

<b>“Development”</b>	means the development erected on all those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section 10 of Inland Lot No.623 and The Remaining Portion of Section 11 of Inland Lot No.623 and now known as “Bisney Crest (碧麗軒)”, of which the Property forms part.
<b>“this Preliminary Agreement”</b>	means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.
<b>“Preliminary Deposit”</b>	has the meaning ascribed to it under Clause 4 of these Conditions of Sale.
<b>“Vendor’s Solicitors’ Office”</b>	means 6 <sup>th</sup> Floor, Alexandra House, 18 Chater Road, Central, Hong Kong.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. In this Preliminary Agreement:-
  - (a) **“saleable area”** has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (the **“Ordinance”**);
  - (b) the floor area of an item under Clause 6(a) of these Conditions of Sale is calculated in accordance with section 8(3) of the Ordinance;
  - (c) the area of an item under Clause 6(b) of these Conditions of Sale is calculated in accordance with Part 2 of Schedule 2 to the Ordinance;
  - (d) **“working day”** has the meaning given by section 2(1) of the Ordinance; and
  - (e) **“office hours”** means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.
4. Pursuant to paragraph 2.9 of the Tender Notice, if a tender is accepted, the cashier's order(s) and cheque(s) (as the case may be) in a sum which constitutes 5% of the Purchase Price submitted along with the Offer Form will be treated as preliminary deposit (**“Preliminary Deposit”**) payable by the Purchaser and shall be held by the Vendor’s solicitors as stakeholder.

5. If a tender is accepted:-
- 5.1 It is intended that this Preliminary Agreement is to be superseded by the Formal Agreement to be executed:-
- (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
  - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
- 5.2 The Purchase Price of the Property is the sum as set out in Section 2 of the Schedule to the Offer Form which shall be paid by the Purchaser to the Vendor according to the Term of Payment offered by the Purchaser under Section 3 of the Schedule to the Offer Form for the purchase of the Property.
- 5.3 The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.4 The special stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.5 The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Formal Agreement and the Assignment shall be borne by the Purchaser.
- 5.6 The Purchaser shall appoint its own solicitors to act in the purchase of the Property and attend the office of the solicitors appointed by the Purchaser bringing along his/her Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence) to:-
- (a) sign the Formal Agreement in the standard form prepared by the Vendor's solicitors without amendment; and
  - (b) pay all stamp duty(ies) under this Preliminary Agreement and the Formal Agreement.
- 5.7 If the Purchaser fails to sign the Formal Agreement within 5 working days after the date of the Letter of Acceptance:-
- (a) this Preliminary Agreement is terminated;
  - (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
  - (c) the Vendor does not have any further claim against the Purchaser for the failure.
- 5.8 The sale and purchase shall be completed at the Vendor's Solicitors' Office during office hours on or before the completion date. On completion of the sale and purchase, the Vendor and the Purchaser shall execute an Assignment of the Property in the form as attached hereto as **Appendix A** to these Conditions of Sale and the Purchaser is not entitled to request the Vendor to execute any assignment or assurance in such other form or with such terms other than those set out in the form under the said Appendix.

5.9 The Purchaser shall complete the purchase of the Property and pay such part, and balance, of the Purchase Price in such time and manner as provided in this Preliminary Agreement and the Formal Agreement.

6A. The measurements of the Properties for Tender (including the Property) are as follows:-

(1) Unit-06 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) The saleable area of the residential property is 143.493 square metres (1,545 square feet); and

(b) Other measurements are –

the area of the garden is 10.947 square metres (118 square feet).

(2) Unit-07 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) The saleable area of the residential property is 161.765 square metres (1,741 square feet); and

(b) Other measurements are –

the area of the garden is 10.633 square metres (114 square feet).

(3) Unit-17 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) The saleable area of the residential property is 152.402 square metres (1,640 square feet); and

(b) Other measurements are –

the area of the flat roof is 62.149 square metres (669 square feet);  
the area of the roof is 6.982 square metres (75 square feet); and  
the area of the stairhood is 7.887 square metres (85 square feet).

(4) Unit-18 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a) The saleable area of the residential property is 148.801 square metres (1,602 square feet); and

(b) Other measurements are –

the area of the flat roof is 59.252 square metres (638 square feet);  
the area of the roof is 6.982 square metres (75 square feet); and  
the area of the stairhood is 7.887 square metres (85 square feet).

6B. The area of each Designated Car Parking Space for Tender is as follows:-

12.5 square metres (135 square feet)

7. The sale and purchase of the Property includes the fittings, finishes and appliances comprised in the Property as respectively set out in the Schedule to these Conditions of Sale.
8. 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. If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or 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 5 working days' prior notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale shall be cancelled on the expiry of such notice and the Purchaser is entitled to a return of the Preliminary Deposit and other sums of money (if any) already paid to the Vendor but without interest, costs or compensation whereupon the Vendor and the Purchaser shall at their own costs and expenses enter into a cancellation agreement and the Purchaser shall have no further claim against the Vendor.
9. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 10 below and fully understands its contents.
10. For the purposes of Clause 9 above, the following is the "**Warning to Purchasers**":-

**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 solicitors, 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。

11. All payments of the Purchase Price (save and except the balance of the Preliminary Deposit as mentioned in paragraph 2.8(b)(i)(B) of the Tender Notice) shall be made by cashier's orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All such payments of the Purchase Price shall be paid within office hours on Mondays to Fridays.
12. The Vendor shall sell and the Purchaser shall purchase the Property with vacant possession.
13. The Purchaser hereby confirms that prior to entering into this Preliminary Agreement, the Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property. The Purchaser declares that he is fully satisfied with and accepts in all respects the existing physical state and condition, layout, alteration (if any) and partitioning of the Property. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. No warranty or representation whatsoever has been or will be given or is made by or implied against the Vendor or his agents regarding any physical state and condition and any alteration and structures and any other matter relating to the Property or any part thereof. The Vendor shall sell and the Purchaser shall purchase the Property on an "as is" basis and in the physical state and condition as it stands at the Purchase Price and on the terms set out in this Preliminary Agreement.
14. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Formal Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
15.
  - (a) Each of the Vendor and the Purchaser shall pay his own solicitors' legal fees in respect of the sale and purchase of the Property including the Formal Agreement and the subsequent Assignment.
  - (b) All plan fees for the plans to be attached to the Formal Agreement and the subsequent Assignment, the costs of certified copies of the relevant title deeds and documents including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage or charge in respect of the Property.
  - (c) The Purchaser shall pay the costs of and incidental to the DMC (as defined in Clause 17 below) 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 the DMC to the Purchaser.
16. The Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Formal Agreement or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment to the Purchaser.
17. On completion of the sale and purchase, the Purchaser shall either enter into a Deed of Mutual Covenant and Management Agreement in relation to the Development (the "DMC") with the Vendor OR at the Vendor's option accept an Assignment of the Property (in the form as attached hereto as Appendix A) from the Vendor subject to and with the benefit of the DMC entered into by the Vendor with another purchaser or purchasers in respect of the Development. Such DMC shall follow closely the draft approved by the Director of Lands with any amendments (if applicable) as approved by the Director of Lands. The Vendor is entitled to apply to the Director of Lands for approval to the amendments to the approved form of the DMC in such manner as

the Vendor considers necessary and the Purchaser shall not raise objection thereto. On completion of the sale and purchase of the Property, the Purchaser shall pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager of the Development), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which may be payable in respect of the Property under or pursuant to the DMC. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the DMC.

18. Despite anything contained in this Preliminary Agreement, the Vendor reserves the right and is entitled to (i) alter the approved building plans of the Development 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 working days after its having been approved by the Building Authority and/or (ii) enter into the Property or any part thereof with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials, and carry out and complete the alterations or additions or other works to any part of the Development (including the Property) before and after completion of sale and purchase of the Property in accordance with the building plans and/or alterations thereto (which alterations may be approved by the relevant governmental departments before, on or after the date of this Preliminary Agreement) Provided that the Vendor shall give prior reasonable notice to the Purchaser if such right of entry shall be exercised after completion. The Purchaser hereby expressly acknowledges and permits the exercise of the aforesaid rights by the Vendor. This clause shall survive completion of sale and purchase of the Property.
19. Completion shall be carried out by way of solicitors' undertaking and the Vendor and the Purchaser hereby authorize their respective solicitors to complete the sale and purchase of the Property on the basis of cross undertakings in the form from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree. The parties hereto agree not to call for formal completion.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Formal Agreement is signed, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry and the Purchaser hereby consents and authorizes the Vendor to sign and register such Memorandum in the Land Registry to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry. The Purchaser shall be solely responsible for any legal costs and expenses incurred therein.
21. If there is any notice or order or demand or direction or the like from any Government or other competent authority or management company requiring the Vendor or the owner of the Property to carry out any kind of work as owner of the Property, whether or not the same existed prior to the date of this Preliminary Agreement or shall be issued or served on or before or after the date for completion, the Purchaser shall be responsible for the compliance with such notice or order or demand or direction or the like and all the costs for such work shall be borne by the Purchaser absolutely and the Vendor shall not be responsible for such costs and shall not be held liable to the Purchaser or to any other person in respect of any loss, damage or cost by reason thereof. The Purchaser shall complete the purchase of the Property without any compensation or damages or abatement of the purchase price against the Vendor.
22. The Purchaser acknowledges that he is entering into this Preliminary Agreement on the basis of his own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and has obtained

independent legal and other professional advice in relation thereto prior to the signing of this Preliminary Agreement.

23. Time is of the essence of this Preliminary Agreement.
24. The Purchaser shall promptly inform the Vendor in writing of any changes in Hong Kong correspondence address and telephone number as set out in the Offer Form.
25. In the event that the Tenderer comprises more than one person, the obligations and liabilities of each of those persons are joint and several.
26. The Property comprises a residential property and a non-residential property (if any) within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
27. Section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement, and this Preliminary Agreement may be varied by the parties hereto from time to time or terminated or rescinded by agreement of the parties hereto or pursuant to the provisions of this Preliminary Agreement without the consent of any person who is not a party to this Preliminary Agreement.
28. In the event of any discrepancy between the English version of this Preliminary Agreement and the Chinese translation of this Preliminary Agreement, the English version shall prevail.

## 招標文件

### 公開招標承投購買物業

現招標承投購買：

載於招標公告附表第一部(A)欄之位於  
香港碧荔道 57 號碧麗軒之物業

招標開始日期及時間為載於招標公告附表第一部(B)欄的日期及時間  
而招標截止日期及時間為載於招標公告附表第一部(C)欄的日期及時間  
(但若在招標截止時限之前物業已被撤回或出售則除外)

填妥及妥為簽署的投標書必須於招標開始至招標截止前放入普通信封內封密，信封面上清楚註明「香港碧荔道 57 號碧麗軒招標文件第 1-A 號的招標」，提交至賣方的代理人位於香港新界荃灣楊屋道 8 號如心廣場 2 座 5 樓擺放的標示為「香港碧荔道 57 號碧麗軒公開招標」的投標箱內。

賣方： 昌明置業有限公司  
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓

賣方律師： 的近律師行  
香港中環遮打道 18 號歷山大廈 6 樓

賣方代理人： 華懋代理有限公司  
香港新界荃灣楊屋道 8 號如心廣場 2 座 35 至 38 樓  
查詢熱線：2439 1662  
聯絡人：吳崇武先生 (電話：2739 8811 / 傳真：2311 3080)

# 第 1 部份：招標公告

## 1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由招標開始日期至招標截止日期後的下一日上午 11 時正之前。
「該等指定招標汽車停車位」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第二部所列的汽車停車位，而「指定招標汽車停車位」是指任何一個該等指定招標汽車停車位。
「出售條款」	指本招標文件第 3 部份的出售條款。
「正式合約」	指賣方與買方根據出售條款第 5.1 段擬簽訂的本物業的正式合約。
「接納書」	指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知。
「要約表格」	指本招標文件第 2 部份的要約表格。
「本物業」	指如果及一旦投標者的投標書獲得賣方接納時的一個或多個投標物業 (視何情況)。
「該等招標物業」	指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第一部(A)欄所列的物業，而「招標物業」是指任何一個該等物業。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對本物業的投標書獲得賣方接納。
「招標截止日期」	指載於招標公告附表第一部(C)欄的日期及時間。
「招標開始日期」	指載於招標公告附表第一部(B)欄的日期及時間。
「招標文件」	指本招標文件 (由第 1 部份、第 2 部份及第 3 部份及附表組成，但不包括附件)。
「招標公告」	指本招標文件第 1 部份的招標公告。
「該等投標物業」	指要約表格的附中訂明的物業，而「投標物業」是指任何一個該等物業。
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指昌明置業有限公司。

「賣方律師」 指的近律師行。

## 2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購買該等招標物業。
- 2.2 除該等招標物業外，投標者可在投標書中額外選擇提出邀約購買指定招標汽車停車位。
- 2.3 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.4 賣方保留權利在招標截止日期及時間之前的任何時間接受任何已遞交之投標書。
- 2.5 賣方亦保留權利在接受任何投標書之前的任何時間撤回所有或任何該等招標物業不予出售，或將所有或任何該等招標物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.6 賣方保留權利不時透過修改銷售安排資料的方法更改任何該等招標物業的招標截止日期及時間。賣方無須就修改銷售安排資料另行通知投標者。
- 2.7 賣方保留權利接受或將任何提交不符合要求之投標書或未能提交有效或妥為簽署的招標文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件之任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 2.8 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.9 投標書必須：
  - (a) 採用本招標文件之格式，並填妥及簽署要約表格（即本招標文件的第 2 部分）。**投標者可填妥及簽署要約表格的中文或英文版本；**
  - (b) 並連同以下文件：
    - (i) 銀行本票 / 支票
      - (A) 一張或多張銀行本票，總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發；或
      - (B) 一張或多張銀行本票，金額合共港幣 5,000,000 元及一張或多張支票，金額為其相關餘款，銀行本票及支票總金額為投標者要約的樓價的 5%，抬頭寫「**的近律師行**」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，而支票則為香港發牌銀行的支票。
    - (ii) 投標者的身份證明文件

如投標者是個人，組成投標者的每名個人的香港身份證／護照的複印本。

如投標者為公司，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本。

(iii) 中介人的牌照（如適用）

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

(iv) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告 (附件 1)
- (2) 關於本物業的賣方資料表格 (附件 2)
- (3) 個人資料收集聲明 (附件 3)
- (4) 買方聲明書(與賣方關係) (附件 4)
- (5) 住宅物業參觀確認函 (附件 5)
- (6) 附屬協議 (附件 6)

**請不要於本第 (iv) 分段所述的第 (1) 至第 (4) 項及第 (6) 項的任何文件內填上日期。**

- (c) 放入普通信封內封密，信封面上書明賣方收啓，並清楚註明「**香港碧荔道 57 號碧麗軒招標文件第 1-A 號的招標**」；及
- (d) 從下述招標開始日期及時間起至招標截止日期及時間止放入位於香港新界荃灣楊屋道 8 號如心廣場第 2 座 5 樓擺放的標示為「**香港碧荔道 57 號碧麗軒公開招標**」的投標箱內：

招標開始日期及時間：  
**招標開始日期下午 1 時正**

招標截止日期及時間：  
**招標截止日期下午 4 時正**

2.10 在賣方對收到的投標書作出決定前，所有銀行本票和支票（視何情況）均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票和支票（視何情況）將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票和支票（視何情況）將不會予以兌現，且落選投標者可經預約領回銀行本票和支票（視何情況），惟賣方亦可將銀行本票和支票（視何情況）於承約期間屆滿後起計 14 天內，按投標書所載之香港通訊地址以專人送達或通過郵遞方式退還予落選投標者，風險由投標者承擔。

- 2.11 (a) 投標者須親身簽署要約表格及其他文件（如投標者為公司，須由其董事簽署），並視作為主事人。賣方不接受任何人以代理人、獲授權人、被提名人、代表或信託人身份代表投標者行事。
- (b) 投標者如為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
- (c) 要約表格中指定的香港通訊地址將會是收取接受投標書信函及退回銀行本票和支票（視何情況）的地址。

- 2.12 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標文件的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

### 3. 接受投標

- 3.1 投標書如獲接納，中標者即成為本物業之買方。
- 3.2 買方會在承約期間屆滿或之前獲通知(「**接納書**」)其投標書已被接納，通知信函會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式의正式合約，不能要求對其作出任何改動或修訂，正式合約的格式將如在附錄 B 所示者。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作修訂。
- 3.4 購買本物業可獲提供以下贈品、財務優惠或利益，惟須受以下條款及細則約束：
- 無
- 3.5 投標者宜注意，買方如未能繳付加付訂金，或未能按照出售條款及 / 或正式合約繳付樓價任何部份付款或餘額或完成購買，賣方保留按照投標文件及/或正式合約向買方提出申索和獲得補償的權利。

### 4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該等招標物業的一般問題，而不會就本招標文件或關於該等招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人**華懋代理有限公司**（查詢熱線: 2439 1662）。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不（而且也不視作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 4.3 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

## 招標公告的附表

### 第一部

	<u>(A)</u> 該等招標物業	<u>(B)</u> 招標開始日期及時間	<u>(C)</u> 招標截止日期及時間
1.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-06	2020 年 8 月 21 日 下午 1 時	2020 年 8 月 21 日 下午 4 時
2.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-07	2020 年 8 月 21 日 下午 1 時	2020 年 8 月 21 日 下午 4 時
3.	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-17	2020 年 8 月 21 日 下午 1 時	2020 年 8 月 21 日 下午 4 時
4.	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-18	2020 年 8 月 21 日 下午 1 時	2020 年 8 月 21 日 下午 4 時

### 第二部

	<u>該等招標物業</u>	<u>該等指定招標汽車停車位</u>
1.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-06	香港碧荔道 57 號碧麗軒地下停車位 5 號
2.	香港碧荔道 57 號碧麗軒低座地下及一樓單位-07	香港碧荔道 57 號碧麗軒地下停車位 6 號
3.	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-17	香港碧荔道 57 號碧麗軒地下停車位 21 號
4.	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-18	香港碧荔道 57 號碧麗軒地下停車位 20 號

[招標公告的附表完]

[第 1 部份：招標公告完]

## 第 2 部份：要約表格

(由投標者填寫)

致：賣方

### 1. 要約

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

### 2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本要約表格(連同賣方的書面承約及出售條款) 構成本人／我們與賣方之間按照招標文件訂立的一份具約束力的協議。

### 3. 收取接受投標書信函的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函及退回銀行本票和支票(視何情況) 的地址。關於接受投標書的信函在投郵後的第二個工作日視為已經正式收到。

### 4. 聲明、陳述及保證

本人／我們現向賣方聲明、陳述及保證如下：

- (a) 本要約表格的附表中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買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。
- (c) 本人／我們確認本人／我們是在自行檢視、詢問、調查及核實後方遞交本要約表格，並非依賴由賣方或賣方代表作出的不論書面或口頭、明示或隱含的陳述或保證，並已在遞交本要約表格前就招標文件取得獨立法律及其他專業意見。

### 5. 本人／我們授權賣方完成連同本要約表格遞交的文件中的細節（現在留白）（如有）。

要約表格的附表

(由投標者填寫)

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

第2節-該等投標物業及樓價				
1.	投標物業	香港碧荔道 57 號碧麗軒低座地下及一樓單位-06 *及地下停車位 5 號		
	樓價 (HK\$)			
	銀行本票 / 支票	金額 (HK\$)	銀行	銀行本票/支票編號
2.	投標物業	香港碧荔道 57 號碧麗軒低座地下及一樓單位-07 *及地下停車位 6 號		
	樓價 (HK\$)			
	銀行本票 / 支票	金額 (HK\$)	銀行	銀行本票/支票編號
3.	投標物業	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-17 *及地下停車位 21 號		
	樓價 (HK\$)			

	銀行本票 / 支票	金額 (HK\$)	銀行	銀行本票/支票 編號
4.	投標物業	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-18 *及 地下停車位 20 號		
	樓價 (HK\$)			
	銀行本票 / 支票	金額 (HK\$)	銀行	銀行本票/支票 編號

\* 請刪去不適用者

### 第 3 節 – 支付條款

招標者不可撤回地要約以下所選(以剔號表示)的支付條款(請只剔一個)：

**支付條款 A**

1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金（如招標被賣方接納）；
2. 樓價 5% 在接納書的日期之後的 30 日內支付作為加付訂金；
3. 樓價 90% 作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 120 日(「成交日期」)內。

**支付條款 B**

1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金（如招標被賣方接納）；
2. 樓價 5% 在接納書的日期之後的 30 日內支付作為加付訂金；
3. 樓價 5% 在接納書的日期之後的 60 日內支付作為部份樓價；
4. 樓價 85% 作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 180 日(「成交日期」)內。

**支付條款 C**

1. 樓價 5% 於簽署本要約表格時支付作為臨時訂金（如招標被賣方接納）；
2. 樓價 5% 在接納書的日期之後的 30 日內支付作為加付訂金；
3. 樓價 5% 在接納書的日期之後的 60 日內支付作為部份樓價；
4. 樓價 85% 作為樓價的餘額，在成交時支付，成交日期為接納書的日期之後的 240 日(「成交日期」)內。

**第4節- 中介人 (如有)**

地產代理姓名

地產代理牌照號碼

公司名稱

聯絡電話

關於中介人的聲明 (僅於有指明中介人時適用)

本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。投標者／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招標文件進行。

**第5節- 遞交清單**

以上文件連同本要約表格遞交 (詳情見招標公告第 2.8 段) :

1.  招標文件 (沒有附件) 及已填妥及簽署的要約表格
2.  銀行本票和支票 (視何情況)
3.  投標者的身份證明文件
4.  中介人的牌照 (如適用)
5. 由投標者填妥並簽署的附件的文件：
  - (1)  對買方的警告 (未有填上日期) (附件 1)
  - (2)  關於本物業的賣方資料表格 (未有填上日期) (附件 2)
  - (3)  個人資料收集聲明 (未有填上日期) (附件 3)
  - (4)  買方聲明書 (與賣方關係) (未有填上日期) (附件 4)
  - (5)  住宅物業參觀確認函 (附件 5)
  - (6)  附屬協議 (未有填上日期) (附件 6)

**第6節 – 關於公司投標者的聲明（不適用於個人投標者）**

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事及股東的資料均已列於下表。
2. 所有委任投標者的董事或分配/轉讓投標者股份的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至本物業根據正式合約買賣成交前，投標者的股東或董事均不會有任何改變（包括減少、增加、取代或更換）。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投標者的董事及股東的資料（包括其姓名、身份證明及香港永久性居民身份），而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

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

  

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

**第7節 – 投標者及見證人的簽署**

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

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

投標者簽署：

見證人簽署：

X

X

獲授權人士的姓名（如投標者為公司）：

見證人姓名：

日期：

[第2部份：要約表格完]

### 第 3 部分：出售條款

#### 1. 定義

除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

- 「發展項目」 指該物業構成的建於在土地註冊處登記為內地段第 623 號第 10 段之餘段及第 11 段之餘段的土地的發展項目，現稱為「碧麗軒」。
- 「本臨時合約」 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。
- 「臨時訂金」 具有本出售條款第 4 段給予該詞的涵義。
- 「賣方律師的辦事處」 指香港中環遮打道 18 號歷山大廈 6 樓。

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條件及條款出售該物業，而買方須以樓價並按本臨時合約所載條件及條款購買該物業。

3. 在本臨時合約中：

- (a) 「實用面積」具有《一手住宅物業銷售條例》（第 621 章）（“該條例”）第 8 條給予該詞的涵義；
- (b) 本出售條款第 6(a) 條項下的項目的樓面面積，按照該條例第 8(3) 條之規定計算；
- (c) 本出售條款第 6(b) 條項下的項目的面積，按照該條例附表 2 第 2 部之規定計算；
- (d) 「工作日」具有該條例第 2(1)條給予該詞的涵義；及
- (e) 「辦公時間」指由上午 10 時起至同日下午 4 時 30 分為止的期間。

4. 根據招標公告的第 2.9 段，如果投標書獲接納，則連同要約表格一併遞交的一張金額為樓價的 5% 的銀行本票和支票（視何情況）將作為買方支付的臨時訂金（以下簡稱「臨時訂金」），該臨時訂金應由賣方律師作為保證金保存人而持有。

5. 如果投標書獲接納：

5.1 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

- (a) 由買方於接納書之日期後的第五個工作日或之前簽立；及
- (b) 由賣方於接納書之日期後的第八個工作日或之前簽立。

5.2 該物業的樓價為要約表格的附表第 2 節所載之銀碼，並須由買方按要約表格的附表第 3 節所要約的支付條款支付予賣方。

- 5.3 須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
- 5.4 須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
- 5.5 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。
- 5.6 買方須聘用自己的律師以代表其購買該物業，並於接納書的日期之後的 5 個工作日內（在此方面時間為關鍵元素）攜帶其香港身份證或護照或(如買方為公司)商業登記證及本臨時合約之正本前往其聘用的律師的辦事處以：
- (a) 簽署正式合約，其標準格式按賣方律師編製，不作修訂；及
  - (b) 支付全部有關本臨時合約及正式合約應付的印花稅。
- 5.7 如果買方沒有在接納書之日期之後的 5 個工作日內簽署正式合約：
- (a) 本臨時合約即告終止；
  - (b) 買方支付的臨時訂金即被收歸於賣方；且
  - (c) 賣方不就買方沒有簽立正式合約，而對買方提出進一步申索。
- 5.8 買賣須於成交日期或之前在辦公時間內於賣方律師的辦事處完成。在買賣成交時，買賣雙方須簽立一份有關該物業的轉讓契，該轉讓契須按照附於本出售條款**附錄 A**的形式。除了上述附錄列明的形式及條款外，買方無權要求賣方簽立任何其他形式或載有任何其他條款的轉讓契或轉易書。
- 5.9 買方須按本臨時合約及正式合約規定的時間和方式完成購買該物業及支付部份樓價及樓價餘款。
- 6A. 該等投標物業(包括該物業)的量度尺寸如下:
- (1) 香港碧荔道 57 號碧麗軒低座地下及一樓單位-06
    - (a) 該住宅物業的實用面積為143.493平方米（1,545平方呎）；及
    - (b) 其他量度尺寸為：  
花園的面積為 10.947 平方米（118 平方呎）。
  - (2) 香港碧荔道 57 號碧麗軒低座地下及一樓單位-07
    - (a) 該住宅物業的實用面積為161.765平方米（1,741平方呎）；及
    - (b) 其他量度尺寸為：  
花園的面積為 10.633 平方米（114 平方呎）。

(3) 香港碧荔道 57 號碧麗軒低座二樓及三樓單位-17

(a) 該住宅物業的實用面積為152.402平方米（1,640平方呎）；及

(b) 其他量度尺寸為：

平台的面積為 62.149 平方米（669 平方呎）；  
天台的面積為 6.982 平方米（75 平方呎）；及  
梯屋的面積為 7.887 平方米（85 平方呎）。

(4) 香港碧荔道 57 號碧麗軒低座二樓及三樓單位-18

(a) 該住宅物業的實用面積為148.801平方米（1,602平方呎）；及

(b) 其他量度尺寸為：

平台的面積為 59.252 平方米（638 平方呎）；  
天台的面積為 6.982 平方米（75 平方呎）；及  
梯屋的面積為 7.887 平方米（85 平方呎）。

6B. 每個指定招標汽車停車位的面積如下：

12.5 平方米 (135 平方呎)

7. 該物業的買賣包括附表所列的該物業的裝置、裝修物料及設備一起出售。

8. 在不損害《物業轉易及財產條例》(第 219 章)第 13 和 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。如買方作出及堅持任何有關業權或其他方面的反對或質詢，而賣方未能或不願移除或符合之，則賣方有權(儘管之前有任何協商或訴訟)向買方或其代表律師在發出 5 個工作日達至下述效果的書面通知後取消買賣。除非在通知期間該反對或質詢被撤回，否則該買賣將在該通知期滿後取消，買方並有權獲退還已付予賣方的臨時訂金及其他款項(如有)，但不含利息、費用或賠償，且買賣雙方須自費簽立一份取消協議，而買方將不能對賣方提出進一步申索。

9. 買方確認已收到第 10 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。

10. 就上述第 9 條而言，「對買方的警告」內容如下：

**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 solicitors, 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。

11. 所有樓價(招標公告第 2.8(b)(i)(B)段所述的臨時訂金餘額除外)須以銀行本票的方式支付。買方須按照本臨時合約所列的條款支付樓價。所有支付樓價的款項須於星期一至星期五的辦公時間內支付。
12. 賣方須在可交出空置管有權的情況下出售該物業且買方須在該種情況下購買該物業。
13. 買方現確認，在簽立本臨時合約前，賣方已開放該物業供買方參觀，且買方已參觀該物業。買方聲明其對該物業的現有實際狀況及狀態、布局、改動(如有)及間隔所有方面均滿意並接受之。買方乃在完全知悉該物業及其中的裝置、裝修物料及設備的實際狀況及狀態及任何改動或構築物或任何其他事項並不給予或作出(或被視為默示作出)任何保證或陳述。賣方須以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約出售該物業，且買方須以該物業現狀及其現有的實際狀況及狀態以及按照本臨時合約購買該物業。
14. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
15. (a) 買賣各方須各自承擔其代表律師就該物業的買賣(包括正式合約及其後的轉讓契)收取的律師費。  
(b) 擬附於正式合約和其後轉讓契的圖則的所有圖則費用、相關所有業權契據及文件的核証副本的費用(包括該等核証副本的圖則費)、查冊費用、登記費用及其他雜費，均由買方承擔。買方亦須支付並承擔有關該物業的任何按揭契或押記的所有法律費用和雜費。  
(c) 買方須支付依據《律師(一般)事務費規則》規定的收費率就公契(定義見第 17 條)產生或附帶的費用，包括提供一份公契的核証副本予買方的費用。

16. 買方在本買賣成交及簽立予買方的轉讓契約前，不得提名任何人士接受該物業之轉讓契、轉售該物業或轉讓正式合約之利益，或訂立任何協議以進行上述行爲。
17. 在本買賣成交時，買方須與賣方簽立一份有關發展項目的公契及管理協議（「公契」）或在賣方要求下接受由賣方的該物業的轉讓契（按照附於本出售條款附錄 A 的格式），該轉讓契須受制並得益於由賣方與另一名或多名買家簽立的有關發展項目的公契。公契須緊遵由地政總署署長批核的擬稿及任何地政總署署長批准的修改（如有）。賣方有權向地政總署署長申請批准，對已批核的公契作出賣方認為必要的修改，買方無權提出反對。在本物業買賣成交時，買方須向發展項目的管理人支付或向賣方付還（如賣方已向發展項目的管理人支付該等款項）所有按金及預付款項、特別基金及泥頭清理的分攤款項、公共水錶及電錶及向發展項目公用部份供應公用事業的按金的相應比例，及其他按或根據公契就該物業而或須支付的款項。買方須向賣方付還任何已由賣方支付的款項，不論該等按金、預付款項、分攤款項或其他款項根據公契是否可轉讓或可退還。
18. 儘管本臨時合約的任何條款，賣方保留權利且有權 (i) 在其認為需要時更改發展項目的已批核建築圖則，惟如相關改動在任何方面影響該物業，賣方須在建築事務監督批准相關改動後 14 個工作日內以書面通知買方及/或 (ii) 在該物業買賣成交之前及之後帶同承建商、測量師、工人及其他必要的獲授權人士，連同一切必要的設備、機器及材料進入該物業或其任何部份，以按建築圖則及/或其任何改動（該等改動可能在本臨時合約之日期之前、當日或之後獲相關政府部門批核）進行及完成對發展項目任何部份（包括該物業）的改動及加建工程，惟如賣方在成交後行使上述進入的權利，須給予買方合理事先通知。買方現明文確認及准許賣方行使上述權利。本條款在該物業之買賣成交後仍然有效。
19. 成交須以律師相互承諾形式進行，買賣雙方現授權其各自代表律師以香港律師會不時建議的（連同雙方律師同意的變更）相互承諾形式完成該物業之買賣。買賣雙方同意不要求正式成交。
20. 如買方或任何人代表買方在簽立正式合約前將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷或取消。買方現同意及授權買方簽署及於土地註冊處登記該等備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷或取消。買方須獨力承擔任何因而產生的任何法律費用及開支。
21. 如政府或其他相關政府部門或管理公司發出通知或命令或要求或指示或類似文件，要求賣方或該物業之業主以該物業業主身份進行任何工程，不論其在本臨時合約之日期已否存在，或在買賣成交日之前、當日或之後發出或送達，買方均須負責遵從上述通知或命令或要求或指示或類似文件，而所有相關工程之費用均須由買方獨力承擔，且賣方無須對該等費用亦無須對買方或任何其他人士就因此蒙受的任何損失、損害或引致的費用負責。買方須完成該物業的買賣，無權向賣方尋求任何補償或賠償或扣減樓價。
22. 買方確認其是在自行檢視、詢問、調查及核實後方簽立本臨時合約，並非依賴由賣方或賣方代表作出的不論書面或口頭、明示或隱含的陳述或保證，並已在簽立本臨時合約前就其取得獨立法律及其他專業意見。
23. 時間為本臨時合約的關鍵元素。
24. 買方在要約表格上所填寫的香港通訊地址及電話號碼如有任何更改，須立即書面通知賣方。

25. 若投標者由多於一人組成，則每一位投標者的義務及責任為共同及各別。
26. 該物業包括印花稅條例 (第 117 章) 第 29A(1) 條所註釋之住宅用途物業和非住宅用途物業 (如果有的話)。
27. 合約(第三者權利)條例(第 623 章)第 6(1) 條不適用於本臨時合約，而本臨時合約各方可隨時按各方同意或根據本臨時合約條款更改、終止或撤銷本臨時合約，毋須取得任何非本臨時合約一方的第三者同意。
28. 如果本臨時合約的英文文本和中文譯本有任何不一致，則應以英文文本為準。

**出售條款的附表**  
**Schedule to the Conditions of Sale**

**裝置、裝修物料及設備**  
**Fittings, finishes and appliances**

1. 室內裝修物料			
	細項	描述	
(a)	大堂	地下入口大堂	地台鋪砌天然石及金屬腳線。 牆身以金屬飾面，木飾面和鏡面，配以金屬修邊。 單位-10至12的入口大堂，天花裝有木板配木飾面假天花。 單位-15至19的入口大堂，天花裝有石膏板假天花連批盪和髹乳膠漆。
		私人大堂	洋房1、2、3、5及6 地台鋪砌天然石及石腳線。 牆身位置批盪後髹乳膠漆（除了被假陣覆蓋位置）、木飾面及金屬飾面。 洋房1、2、3的二樓及洋房5的地下高層及一樓，除了以上飾面外，均設有玻璃飾面。 天花髹乳膠漆連批盪，部份天花位置裝有石膏板假陣及假天花，皆髹乳膠漆。
		私人升降機大堂往停車場	洋房1、2、3及5 地台鋪砌天然石及金屬腳線。 牆身以玻璃、金屬飾面、木飾面配以金屬修邊。 天花裝有石膏板假天花和髹乳膠漆。
(b)	內牆及天花板	內牆	客廳、飯廳（除單位-19以外）及睡房位置髹乳膠漆連批盪（除了被假陣覆蓋位置）。 所有單位與客廳及飯廳毗鄰的樓梯位置裝設金屬框玻璃欄河及木格柵。 單位-19的客廳及飯廳位置髹乳膠漆連批盪（除了被假陣覆蓋位置）及裝有木飾面。與客廳及飯廳毗鄰的樓梯位置裝設金屬框玻璃欄河及木格柵。
		天花板	客廳、飯廳及睡房外露位置髹乳膠漆連批盪，部份天花位置裝有石膏板假陣及假天花，皆髹乳膠漆。
(c)	內部地板	客廳及飯廳內部地板鋪砌天然石及石腳線。 睡房內部地板鋪砌複合木地板及木腳線，房間部分位置鋪砌天然石包邊。	
(d)	浴室	牆身外露位置鋪砌天然石至假天花。 地台外露位置鋪砌天然石。 裝有石膏板假陣及假天花，部分天花位置裝有複合木板假天花，皆髹乳膠漆連批盪及部分裝有金屬修邊。	
(e)	廚房	牆身外露位置鋪砌天然石、金屬及玻璃飾面至假天花。 地台外露位置鋪砌天然石。 裝有石膏板假陣及假天花，皆髹乳膠漆連批盪。	

		灶台面為人造石材。	
2. 室內裝置			
(a)	門	住宅單位大門	採用實心防火木門配木飾面及金屬飾面，裝設實心木門框及木封口線、門鎖、門眼、門頂及隱藏氣鼓。
		廚房門	單位-01、02、03、05、06、07、08、09、10、11、12、15、16、17、18、19及洋房6 採用實心防火木門配木飾面及金屬飾面，裝設實心木門框及木封口線、防火玻璃視窗及隱藏氣鼓。
			洋房1、2、3及5 採用防火玻璃門，裝設地鉸。
		睡房門	除了洋房5的睡房1、2、3及主人睡房和洋房6的睡房1、2、3及主人睡房  採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			洋房5的睡房1、2、3及主人睡房、洋房6的睡房1、2、3及主人睡房  採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		浴室門	單位-01浴室1、單位-03主人浴室、單位-05浴室1及主人浴室、單位-10浴室1、單位-12浴室2及主人浴室、單位-15浴室1及主人浴室、洋房1浴室3及主人浴室、洋房2浴室2、3及主人浴室、洋房3浴室1、3及主人浴室、洋房5浴室2及3及主人浴室、洋房6浴室1  採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
			單位-01浴室2、3及主人浴室、單位-02浴室1及主人浴室、單位-03浴室1及2、單位-05浴室2、單位-06浴室1及主人浴室、單位-07、單位-08、單位-09浴室1、2及主人浴室、單位-10浴室2、3及主人浴室、單位-11浴室1、2及主人浴室、單位-12浴室1、單位-15浴室2、單位-16、單位-17、單位-18、單位-19浴室1、2及主人浴室、洋房1浴室1及2、洋房2浴室1、洋房3浴室2、洋房5浴室1及主人浴室、洋房6浴室2及3  採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
只限洋房6主人浴室 採用玻璃門，裝設地鉸。			
洗手間門	於工作室內 採用鋁質趟摺門，配百葉、磨砂玻璃及門鎖。		

	化妝間門	只限洋房2的一樓及洋房3的一樓 採用空心木趟門配木飾面，裝設門鎖。 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
		只限洋房6的地下及一樓 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
		所有單位除單位-02、06、11、16與洋房2的一樓、洋房3的一樓、洋房6的地下及一樓外 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
	濾水機房門	只限洋房1、2及3 採用空心木門配木飾面，裝設實心木門框及木封口線及門鎖。
		只限洋房5 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門鎖及氣鼓。
	儲物室門	只限單位-01、10、17、18及洋房5 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
		只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
	工作間門	只限洋房1、2、3及5 採用空心木門配木飾面，裝設實心木門框及木封口線、門頂及門鎖。
		除洋房1、2、3及5外 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。
	衣帽間門	只限洋房5 採用空心木門配木飾面，裝設門鎖。
	後門	只限洋房5 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
	書房門	只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
	客廳/飯廳門	只限洋房5及6 採用防火玻璃門，裝設地鉸。
	家庭廳門	只限洋房6 採用實心防火木門配木飾面，裝設實心木門框及木封口線、門頂、門鎖及隱藏氣鼓。
只限洋房5 採用空心木門配木飾面及木百葉，裝設實心木門框及木封口線、門頂及門鎖。		
洗衣櫃門	只限單位-03、05及07	

			採用木門配木飾面及木百葉及裝設金屬門柄。
		大堂門	只限洋房5地下高層及洋房6地下 採用防火玻璃門，裝設地鉸。
		私人升降機 大堂 (接連停車場)	洋房1、2、3及5 防火玻璃門配膠皮飾面，裝設門鎖及氣鼓。
		花園	單位-01、02、03、05、06、07、08、09，洋房 1、2及5 鋁框玻璃趟門及裝設門鎖。
			洋房6 鋁框玻璃門及裝設門鎖。 鋁框玻璃趟摺門及裝設門鎖。
		平台	單位-01、11、12、15、16、17、18、19，洋房 1、2、3、5及6（所有位於天台，除單位-01 位於 一樓外） 鋁框玻璃門及裝設門鎖。
			單位-03（一樓）、05（一樓）、洋房1（二 樓）、 洋房5（三樓）及洋房6（一樓及三樓） 鋁框玻璃趟門及裝設門鎖。
			單位-10及洋房6（所有位於天台） 鋁框玻璃趟摺門及裝設門鎖。
		露台	洋房1、2、3及5（所有位於二樓及三樓） 鋁框玻璃趟門及裝設門鎖。
		家庭廳往室 外	洋房1 鋁框玻璃門及裝設門鎖。
			洋房6室外空調機 鋁框玻璃門及裝設門鎖。
(b)	浴室	主人浴室	選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面 及金屬飾面。 配以浴室潔具及裝置包括瓷製坐廁、天然石洗手 盤及電鍍洗手盆水龍頭。 沐浴設施包括玻璃淋浴間（所有洋房均設金屬框 架的玻璃淋浴間）、電鍍花灑套裝連雨淋式淋浴 花灑、人造石浴缸連電鍍水龍頭及電鍍花灑套 裝。其他配件為電鍍毛巾桿、電鍍廁紙架、電鍍 掛鉤（除洋房6外）及電鍍熱毛巾架。 以下是人造石浴缸的尺寸： - 單位的主人浴室1,680毫米（長）x 800毫米 （闊）x 500毫米（深） - 洋房的主人浴室（除洋房6以外）1,760毫米 （長）x 1,030毫米（闊）x 500毫米（深） - 洋房6的主人浴室1,800毫米（長）x 985毫米 （闊）x 550毫米（深）
		浴室1	所有單位除單位-03及12以外

		<p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施包括玻璃淋浴間、電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。</p>
		<p>單位-03及12，洋房2及3</p> <p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施配以鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。</p>
		<p>洋房1及5</p> <p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施包括玻璃淋浴間、電鍍花灑套裝連雨淋式淋浴花灑、人造石浴缸尺寸為1,760毫米（長）x 1,030毫米（闊）x 500毫米（深），連電鍍水龍頭及電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架、電鍍掛鈎及電鍍熱毛巾架。</p>
		<p>洋房6</p> <p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施包括玻璃淋浴間、鋼製浴缸尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深）及設電鍍淋浴水龍頭，電鍍花灑套裝連雨淋式淋浴花灑。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。</p>
	浴室2	<p>所有洋房及單位除單位-02及06以外</p> <p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施包括鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），連電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鈎。</p>
	浴室3	<p>所有洋房及單位-01及10</p>

		<p>選用木鏡櫃、天然石檯面、木製洗手盤櫃設鏡面及金屬飾面。</p> <p>配以浴室潔具及裝置包括瓷製坐廁、天然石洗手盤及電鍍洗手盆水龍頭。</p> <p>沐浴設施包括鋼板瓷製浴缸，尺寸為1,600毫米（長）x 700毫米（闊）x 410毫米（深），連電鍍花灑套裝。其他配件為電鍍毛巾桿、電鍍廁紙架及電鍍掛鉤。</p>
		<p>所有洋房及單位浴室： 有關供水系統的類型和用料，請參閱以下「供水」的部份。</p>
(c)	廚房	<p>不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。供水系統採用銅喉管以供應冷水及熱水。</p> <p>所有洋房及單位-01及10 配以木製廚櫃組合配鋁質面板及人造石檯面。</p> <p>所有單位除單位-01及10 配以木製廚櫃組合配高光面板及木皮面板及人造石檯面。</p> <p>有關設備請參閱「設備說明表」。</p>
(d)	睡房	<p>只限單位-01 主人睡房配以木製嵌入式衣櫃連玻璃門。睡房 1、睡房 2 及睡房 3 配以木製嵌入式衣櫃。</p> <p>只限洋房5 主人睡房配以木製嵌入式衣櫃連鋁框玻璃門。睡房1配以木製嵌入式衣櫃連鏡及玻璃趟門。睡房2及睡房3配以木製嵌入式衣櫃。</p>
(e)	電話	<p>裝設有電話插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。</p>
(f)	天線	<p>裝設有電視及電台接收插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。</p>
(h)	氣體供應	<p>有煤氣供應。煤氣喉接駁至煤氣煮食爐及煤氣熱水爐。</p> <p>有關煤氣接駁點位置，請參閱「住宅物業機電裝置數量說明表」。</p>

3. 設備說明		
位置	設備	品牌名稱
客廳及飯廳	變頻多聯分體式空調機 (室內機)	大金
	視像對講機	ABB
廚房	變頻多聯分體式空調機 (室內機)	大金
	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供洋房 1、2、3、5)	TGC
	電熱水爐	斯寶亞創
	對講機	ABB
	抽油煙機	Miele
	炒鑊氣體煮食爐	Miele
	雙頭氣體煮食爐	Miele
	雙頭嵌入式電磁爐	Miele
	焗爐	Miele
	蒸爐	Miele
	微波爐 (僅供洋房 1、2、3、5)	Miele
	嵌入式洗碗碟機 (僅供單位 01、10、12、15 及洋房 1、2、3、5、6)	Miele
	洗衣機 (僅供單位 01、03、05、07、08、09、10、11、12、15、16、19 及洋房 1、2、3、5、6)	Miele
	乾衣機 (僅供單位 01、03、05、07、08、09、10、11、12、15、16、19 及洋房 1、2、3、5、6)	Miele
	嵌入式洗衣機/乾衣機 (僅供單位 02、06、17、18)	Miele
雪櫃	Sub-Zero	
酒櫃	Sub-Zero	
嵌入式冷藏櫃 (僅供洋房 5)	Sub-Zero	
工作間	變頻多聯分體式空調機 (室內機)	大金
主人睡房	變頻多聯分體式空調機 (室內機)	大金
	對講機	ABB
睡房 1	變頻多聯分體式空調機 (室內機)	大金
睡房 2	變頻多聯分體式空調機 (室內機)	大金
睡房 3	變頻多聯分體式空調機 (室內機) (僅供單位 01、10 及洋房 1、2、3、5、6)	大金
主人浴室	變頻多聯分體式空調機 (室內機)	大金
	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供單位 03 及 05)	TGC
儲物室	變頻多聯分體式空調機 (室內機) (僅供單位 10、17、18 及洋房 5、6)	大金
梯屋	變頻多聯分體式空調機 (室內機) (僅供單位 10 及洋房 1、2、3、6)	大金
家庭廳	變頻多聯分體式空調機 (室內機) (僅供洋房 1、2、3、5、6)	大金
	對講機 (僅供洋房 1、2、3、5)	ABB
一樓大堂	變頻多聯分體式空調機 (室內機) (僅供洋房 1、2、3)	大金

二樓大堂	變頻多聯分體式空調機 (室內機) (僅供洋房 1、2、3)	大金
三樓大堂	變頻多聯分體式空調機 (室內機) (僅供洋房 1、2、3)	大金
書房	變頻多聯分體式空調機 (室內機) (僅供洋房 6)	大金
平台 (單位-01)	變頻多聯分體式空調機 (室外機) (僅供單位 01)	大金
	煤氣熱水爐 (僅供單位 01)	TGC
花園	變頻多聯分體式空調機 (室外機) (僅供單位 02、03、05、06、07、08、09)	大金
平台	變頻多聯分體式空調機 (室外機) (僅供單位 10、11、12、15、16、17、18、19 及洋房 1、2、3、5)	大金
	煤氣熱水爐 (僅供單位 10、11、12、15、16、17、18、19)	TGC
天台	變頻多聯分體式空調機 (室外機) (僅供洋房 6)	大金
	煤氣熱水爐 (僅供洋房 6)	TGC
升降機大堂	分體式空調機 (室外機) (僅供洋房 1、2、3、5)	大金
濾水機房	抽氣扇 (僅供洋房 1、2、3、5)	FlaktWoods
浴室 1	抽氣扇	奧斯博格
	煤氣熱水爐 (僅供單位 05)	TGC
浴室 2	抽氣扇 (僅供單位 01、03、05、07、08、09、10、 11、12、15、16、17、18、19 及洋房 1、2、3、5、6)	奧斯博格
	煤氣熱水爐 (僅供單位 03)	TGC
浴室 3	抽氣扇 (僅供單位 01、10 及洋房 1、2、3、5、6)	奧斯博格
化妝間	抽氣扇 (僅供單位 01、03、05、07、08、09、10、 12、15、17、18、19 及洋房 1、2、3、5、6)	奧斯博格
	電熱水爐 (僅供單位 01、03、05、07、08、09、10、 12、15、17、18、19 及洋房 1、2、3、5、6)	斯寶亞創
洗手間	抽氣扇	奧斯博格
	電熱水爐	電寶儲水
室外管道槽	煤氣熱水爐 (僅供單位 02、06、07、08、09)	TGC

1. Interior Finishes			
	Item	Description	
(a)	Lobby	Private Lift Lobby to Carpark	House 1, 2, 3 and 5 Floor finished with natural stone and metal skirting. Wall finished with glass, metal cladding, wooden veneer with metal trim. Ceiling finished with gypsum board false ceiling plastered with emulsion paint.
(b)	Internal wall and ceiling	Internal Wall	Living Room, Dining Room (except for Unit-19) and Bedrooms finished with plaster with emulsion paint (except the area covered by bulkhead). For all Units, adjoining to the Living Room and Dining Room at the Staircase location finished with

			<p>glass balustrade with metal frame and wooden features.</p> <p>For Unit-19, Living Room and Dining Room finished with plaster with emulsion paint (except the area covered by bulkhead) and wooden veneer.</p> <p>Adjoining to the Living Room and Dining Room at the Staircase location finished with glass balustrade with metal frame and wooden features.</p>
		Ceiling	<p>Living Room, Dining Room and Bedrooms finished with plaster with emulsion paint on exposed area.</p> <p>Gypsum board bulkhead and false ceiling both plastered with emulsion paint in partial area of ceiling.</p>
(c)	Internal Floor	<p>Living Room and Dining Room finished with natural stone flooring and stone skirting.</p> <p>Bedroom finished with engineering wood flooring and timber skirting, partial area finished with natural stone border.</p>	
(d)	Bathroom	<p>Wall finished with natural stone on exposed surfaces and up to false ceiling.</p> <p>Floor finished with natural stone on exposed surfaces.</p> <p>Gypsum board bulkhead and false ceiling, partial area with plywood false ceiling, both plastered with emulsion paint and partial area with metal trim.</p>	
(e)	Kitchen	<p>Wall finished with natural stone, metal and glass panel on exposed surfaces and up to the false ceiling.</p> <p>Floor finished with natural stone on exposed surfaces.</p> <p>Gypsum board bulkhead and false ceiling both plastered with emulsion paint.</p> <p>Cooking bench finished with artificial stone.</p>	
2. Interior fittings			
	Item	Description	
(a)	Door	Entrance Door	<p>Solid core fire rated timber door finished with timber veneer and metal panel, fitted with solid timber door frame and timber architrave, lockset, eye viewer, door stop and concealed door closer.</p>
		Kitchen Door	<p>For Unit-01, 02, 03, 05, 06, 07, 08, 09, 10, 11, 12, 15, 16, 17, 18, 19 and House 6</p> <p>Solid core fire rated timber door finished with timber veneer and metal panel, fitted with solid timber door frame and timber architrave, fire rated glass vision panel and concealed door closer.</p>
			<p>For House 1, 2, 3 and 5</p> <p>Fire rated glass door with floor spring hinge.</p>
Bedroom Door	<p>All except House 5 Bedroom 1, 2, 3 and Master Bedroom and House 6 Bedroom 1, 2, 3 and Master Bedroom</p> <p>Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.</p>		

			<p>For House 5 Bedroom 1, 2, 3 and Master Bedroom, House 6 Bedroom 1, 2, 3 and Master Bedroom</p> <p>Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.</p>
		Bathroom Door	<p>For Unit-01 Bathroom 1, Unit-03 Master Bathroom, Unit-05 Bathroom 1 and Master Bathroom, Unit-10 Bathroom 1, Unit-12 Bathroom 2 and Master Bathroom, Unit-15 Bathroom 1 and Master Bathroom, House 1 Bathroom 3 and Master Bathroom, House 2 Bathroom 2, 3 and Master Bathroom, House 3 Bathroom 1, 3 and Master Bathroom, House 5 Bathroom 2 and 3 and Master Bathroom, House 6 Bathroom 1</p> <p>Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.</p>
			<p>For Unit-01 Bathroom 2, 3 and Master Bathroom, Unit-02 Bathroom 1 and Master Bathroom, Unit-03 Bathroom 1 and 2, Unit-05 Bathroom 2, Unit-06 Bathroom 1 and Master Bathroom, Unit-07, Unit-08, Unit-09 Bathroom 1, 2 and Master Bathroom, Unit-10 Bathroom 2, 3 and Master Bathroom, Unit-11 Bathroom 1, 2 and Master Bathroom, Unit-12 Bathroom 1, Unit-15 Bathroom 2, Unit-16, Unit-17, Unit-18, Unit-19, Bathroom 1, 2 and Master Bathroom, House 1 Bathroom 1 and 2, House 2 Bathroom 1, House 3 Bathroom 2, House 5 Bathroom 1 and Master Bathroom, House 6 Bathroom 2 and 3</p> <p>Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.</p>
			<p>For House 6 Master Bathroom Only Glass Door with floor spring hinge.</p>
		Lavatory Door	<p>Inside Utility Room Aluminum slide folding door with louvre, frosted glass and lockset.</p>
		Powder Room Door	<p>House 2 1/F and House 3 1/F only Hollow core timber sliding door with timber veneer and lockset. Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.</p> <p>House 6 G/F and 1/F only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame,</p>

			timber architrave, door stop, lockset and concealed door closer.
			All Units except Unit-02, 06, 11, 16 and House 2 1/F, House 3 1/F, House 6 G/F and 1/F  Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Filtration Plant Room Door	House 1, 2 and 3 only Hollow timber door finished with timber veneer, fitted with solid timber door frame and timber architrave and lockset.
			House 5 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame and timber architrave, lockset and door closer.
		Store Room Door	Unit- 01, 10, 17, 18 and House 5 Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.
			House 6 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Utility Room Door	House 1, 2, 3 and 5 only Hollow core timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop and lockset.
			All except House 1, 2, 3 and 5 Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Walk-in closet Door	House 5 only Hollow core timber door with timber veneer and lockset.
		Back Door	House 5 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Study Room Door	House 6 only Solid core fire rated timber door finished with timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
		Living/ Dining Room Door	House 5 and 6 only Fire rated glass door with floor spring hinge.
		Family Room	House 6 only Solid core fire rated timber door finished with

		Door	timber veneer, fitted with solid timber door frame, timber architrave, door stop, lockset and concealed door closer.
			House 5 only Hollow core timber door finished with timber veneer and timber louvre, fitted with solid timber door frame, timber architrave, door stop and lockset.
		Laundry Cabinet Door	Unit-03, 05 and 07 only Timber door finished with timber veneer and timber louvre and metal door handle.
		Lobby Door	House 5 UG/F and House 6 G/F Only Fire rated glass door finished with floor spring hinge.
		Private Lift Lobby (to carpark)	House 1, 2, 3 and 5 Fire rated glass door finished with plastic laminate, lockset and door closer are provided
		Garden	Unit-01, 02, 03, 05, 06, 07, 08, 09, House 1, 2 and 5 Aluminium framed sliding glass door fitted with lockset.
			House 6 Aluminium framed glass door fitted with lockset. Aluminium framed sliding folding glass door fitted with lockset.
		Flat Roof	Unit-01, 11, 12, 15, 16, 17, 18, 19, House 1, 2, 3, 5 and 6 (All located at R/F except Unit-01 on 1/F) Aluminium framed glass door fitted with lockset.
			Unit- 03 (1/F), 05 (1/F), House 1 (2/F), House 5 (3/F) and House 6 (1/F and 3/F) Aluminium framed sliding glass door fitted with lockset.
			Unit-10 and House 6 (All located at R/F) Aluminium framed sliding folding glass door fitted with lockset.
		Balcony	House 1, House 2, House 3 and House 5 (All located at 2/F and 3/F) Aluminium framed sliding glass door fitted with lockset.
		Family Room to External	House 1 Aluminium framed glass door fitted with lockset.
			House 6 A/C outdoor unit Aluminium framed glass door fitted with lockset.
(b)	Bathroom	Master Bathroom	Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle (glass shower cubicle with metal frame for all Houses), electroplated shower set with rain shower head, composite stone bathtub and electroplated bath mixer with electroplated shower set. Other

			<p>accessories include electroplated towel bar, electroplated paper roll holder, electroplated hook (except House 6) and electroplated towel warmer. Composite stone bath tub with following sizes are provided:</p> <ul style="list-style-type: none"> <li>- 1,680mm(L)x800mm(W)x500mm(D) for all Master Bathroom of Units.</li> <li>- 1,760mm(L)x1,030mm(W)x500mm(D) for all Master Bathroom of Houses. (Except House 6)</li> <li>- 1,800mm(L)x985mm(W)x550mm(D) for Master Bathroom of House 6.</li> </ul>
		Bathroom 1	<p>All units except Unit-03 and 12 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle, electroplated shower set with rain shower head. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.</p>
			<p>For Unit-03, 12, House 2 and 3 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include bath tub in enameled steel, with size 1,600mm(L)x700mm(W)x410mm(D), electroplated shower set with rain shower head. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.</p>
			<p>For House 1 and 5 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include glass shower cubicle, electroplated shower set with rain shower head, composite stone bathtub with size 1,760mm(L)x1,030mm(W)x500mm(D), and electroplated bath mixer with electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder, electroplated hook and electroplated towel warmer</p>
			<p>For House 6 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer.</p>

			Bathing facilities include glass shower cubicle, bath tub in enameled steel with size 1,600mm(L)x 700mm(W)x410mm(D) with electroplated bath tub mixer, electroplated shower set with rain shower head. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		Bathroom 2	All Houses and Units except Units-02 and 06 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include bath tub in enameled steel with size 1,600mm(L)x700mm(W)x410mm(D) and electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		Bathroom 3	All Houses and Units-01 and 10 Timber mirror cabinet, natural stone countertop, wooden basin cabinet with mirror and metal finish. Sanitary wares and fittings include ceramic water closet, natural stone wash basin and electroplated basin mixer. Bathing facilities include bath tub in enameled steel with size 1,600mm(L)x700mm(W)x410mm(D) and electroplated shower set. Other accessories include electroplated towel bar, electroplated paper roll holder and electroplated hook.
		For all Bathrooms of Houses and Units: For type and material of water supply system, please refer to “water supply” below.	
(c)	Kitchen	Stainless steel sink with chrome plated sink mixer. Copper pipes are used for cold and hot water supply system.	
		All Houses and Unit-01 and 10 Fitted with wooden kitchen cabinet with aluminum door panel and artificial stone countertop.	
		All Units except Unit-01 and 10 Fitted with wooden kitchen cabinet with high gloss lacquer, wood veneer door panel and artificial stone countertop.	
		For appliances provision, please refer to “Appliances Schedule”.	
(d)	Bedroom	Unit-01 only Master Bedroom fitted with wooden built-in wardrobe with glass door. Bedroom 1, Bedroom 2 and Bedroom 3 fitted with wooden built-in wardrobe.	
		House 5 only Master Bedroom fitted with wooden built-in wardrobe and aluminum frame glass door. Bedroom 1 fitted with wooden built-in wardrobe with mirror and glass slide door. Bedroom 2 and Bedroom 3 fitted with wooden built-in wardrobe.	

(e)	Telephone	Telephone outlets are provided. For location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”.
(f)	Aerials	TV/FM outlets are provided. For location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”.
(h)	Gas Supply	Town gas is provided. Town gas pipes are installed and connected to gas hob and gas water heater. For the location of gas supply points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”

### 3. Appliances

Location	Appliances	Brand Name
Living / Dining	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Video Doorphone	ABB
Kitchen	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Houses 1, 2, 3, 5 only)	TGC
	Electric Water Heater	Stiebel Eltron
	Intercom Station	ABB
	Cooker Hood	Miele
	Gas Hob (Wok Burner)	Miele
	Gas Hob (2 Burner)	Miele
	Induction Hob (2 zone)	Miele
	Oven	Miele
	Steam Oven	Miele
	Microwave Oven (For Houses 1, 2, 3, 5 only)	Miele
	Built-in Dishwasher (For Units 01, 10, 12, 15 & Houses 1, 2, 3, 5, 6 only)	Miele
	Washing Machine (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 19 & Houses 1, 2, 3, 5, 6 only)	Miele
	Dryer (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 19 & Houses 1, 2, 3, 5, 6 only)	Miele
Built-in Washer / Dryer (2 in 1) (For Units 02, 06, 17, 18 only)	Miele	
Refrigerator	Sub-Zero	
Wine Cellar	Sub-Zero	
Built-under Fridge Freezer Drawer (For House 5 only)	Sub-Zero	
Utility Room	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Master Bedroom	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Intercom Station	ABB
Bedroom 1	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Bedroom 2	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
Bedroom 3	VRV Type Air Conditioner (Indoor Unit) (For Units 01, 10 & Houses 1, 2, 3, 5, 6 only)	DAIKIN
Master Bathroom	VRV Type Air Conditioner (Indoor Unit)	DAIKIN
	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Units 03, 05 only)	TGC
Store Room	VRV Type Air Conditioner (Indoor Unit)	DAIKIN

	(For Units 10, 17, 18 & Houses 5, 6 only)	
Stairhood	VRV Type Air Conditioner (Indoor Unit) (For Unit 10 & Houses 1, 2, 3, 6 only)	DAIKIN
Family Room	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3, 5, 6 only)	DAIKIN
	Intercom Station (For Houses 1, 2, 3, 5 only)	ABB
1/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
2/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
3/F Lobby	VRV Type Air Conditioner (Indoor Unit) (For Houses 1, 2, 3 only)	DAIKIN
Study Room	VRV Type Air Conditioner (Indoor Unit) (For House 6 only)	DAIKIN
Flat Roof (Unit-01)	VRV Type Air Conditioner (Outdoor Unit) (For Unit 01 only)	DAIKIN
	Gas Water Heater (For Unit 01 only)	TGC
Garden	VRV Type Air Conditioner (Outdoor Unit) (For Units 02, 03, 05, 06, 07, 08, 09 only)	DAIKIN
Flat Roof	VRV Type Air Conditioner (Outdoor Unit) (For Units 10, 11, 12, 15, 16, 17, 18, 19 & Houses 1, 2, 3, 5 only)	DAIKIN
	Gas Water Heater (For Units 10, 11, 12, 15, 16, 17, 18, 19 only)	TGC
Roof Floor	VRV Type Air Conditioner (Outdoor Unit) (For House 6 only)	DAIKIN
	Gas Water Heater (For House 6 only)	TGC
Lift Lobby	Split Type Air Conditioner (Outdoor Unit) (For Houses 1, 2, 3, 5 only)	DAIKIN
Filtration Plant Room	Exhaust Air Fan (For Houses 1, 2, 3, 5 only)	FlaktWoods
Bathroom 1	Exhaust Air Fan	Ostberg
	Gas Water Heater (For Unit 05 only)	TGC
Bathroom 2	Exhaust Air Fan (For Units 01, 03, 05, 07, 08, 09, 10, 11, 12, 15, 16, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Ostberg
	Gas Water Heater (For Unit 03 only)	TGC
Bathroom 3	Exhaust Air Fan (For Units 01, 10 & Houses 1, 2, 3, 5, 6 only)	Ostberg
Powder Room	Exhaust Air Fan (For Units 01, 03, 05, 07, 08, 09, 10, 12, 15, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Ostberg
	Electric Water Heater (For Units 01, 03, 05, 07, 08, 09, 10, 12, 15, 17, 18, 19 & Houses 1, 2, 3, 5, 6 only)	Stiebel Eltron
Lavatory	Exhaust Air Fan	Ostberg
	Electric Water Heater	Hotpool Storage
Outdoor Pipe Duct	Gas Water Heater (For Units 02, 06, 07, 08, 09)	TGC

附錄 A  
Appendix A

Dated the \_\_\_\_\_ day of \_\_\_\_\_

**CHEONG MING INVESTMENT CO., LIMITED**

to

[ \_\_\_\_\_ ]

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**A S S I G N M E N T**

of

House [ \_\_\_\_\_ ]/[Unit-[ \_\_\_\_\_ ] on [ \_\_\_\_\_ ] Floor and  
[ \_\_\_\_\_ ] Floor of the Lower Block] [and  
Car Parking Space No.[ \_\_\_\_\_ ]] of Bisney Crest (碧麗軒),  
57 Bisney Road, Hong Kong

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**Deacons**

5th Floor  
Alexandra House  
18 Chater Road  
Central, Hong Kong  
HongKong.GeneralEnquiries@deacons.com.hk  
www.deacons.com.hk  
Tel : +852 2825 9211  
Fax : +852 2810 0431

LC:WTY: [ \_\_\_\_\_ ]  
Assignment

THIS ASSIGNMENT is made the \_\_\_\_\_ day of  
Two thousand and [ \_\_\_\_\_ ]

BETWEEN

- (1) **CHEONG MING INVESTMENT CO., LIMITED** ( 昌明置業有限公司 ), whose registered office is situate at 35<sup>th</sup> Floor to 38<sup>th</sup> Floor, Tower Two, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (Company No.0010489) ("**the Vendor**"); and
- (2) The person(s) or corporation(s) whose name(s) and address(es) or registered office(s) are set out in Part I of the First Schedule hereto ("**the Purchaser**").

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS :-

1. IN CONSIDERATION of the payment by the Purchaser to the Vendor of the purchase money set out in Part III of the said First Schedule (receipt whereof the Vendor hereby acknowledges) the Vendor ASSIGNS to the Purchaser the property described in the Second Schedule hereto ("**the Property**") TO HOLD the same unto the Purchaser in the capacity set out in Part II of the said First Schedule for the residue of the term of years created by the Government Lease referred to in the Second Schedule hereto ("**the Government Lease**") EXCEPTING AND RESERVING unto the Vendor its successors in title and assigns other than the Purchaser such rights as set out in paragraph 1(B)(b) of the said Second Schedule SUBJECT to and with the benefit of the easements and other rights appurtenant thereto as set out in paragraph 1(C) of the said Second Schedule AND SUBJECT to the payment of a due proportion of the yearly Government rent reserved by and the covenants conditions and provisos contained in the Government Lease AND SUBJECT TO the restrictions and stipulation as specified in a Deed of Partition registered in the Land Registry by Memorial No.UB243082 ("**the Deed of Partition**") so far as the same are binding upon the owner or owners for the time being of the Property AND SUBJECT to and with the benefit of a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. [ \_\_\_\_\_ ] ("**the Deed of Mutual Covenant**").

2. The Vendor hereby covenants with the Purchaser that (i) the Government Rent reserved by and the covenants by the lessee contained in the Government Lease have been paid performed and observed up to the date of these presents and (ii) the Deed of Mutual Covenant is now good valid and subsisting and in no way voidable and that the covenants by the Vendor and the terms and conditions contained in the Deed of Mutual Covenant have hitherto been observed and performed.

3. The Purchaser hereby covenants with the Vendor that the Purchaser will henceforth during the residue of the said term perform observe and comply with all the covenants terms conditions and provisos contained in the Deed of Mutual Covenant and the Deed of Partition so far as the same affect or relate to the Property and will keep the Vendor indemnified against all actions suits expenses demands and claims whatsoever for or on account of the breach or non-observance or non-performance of the said covenants terms conditions and provisos or any of them.

4. The Purchaser hereby further covenants with the Vendor to the intent that the burden of these covenants shall run with and be annexed to the Property and be binding on the Purchaser and his executors administrators successors in title and assigns that the Purchaser shall :-

- (a) on ceasing to own the Property notify the Manager (as defined in the Deed of Mutual Covenant) in writing of such cessation and of the name and address of the new owner within one month from and including the date of the assignment;
- (b)
  - (i) pay all stamp duty or additional stamp duty or further stamp duty and penalty due and payable on or relating to the sale and purchase of the Property between the Vendor and the Purchaser as may now or hereafter be assessed by the Government of the Hong Kong Special Administrative Region (“**the Stamp Duty**”);
  - (ii) indemnify and keep the Vendor indemnified against any loss or damage suffered by the Vendor resulting from any delay or default in payment of the Stamp Duty; and
  - (iii) in the event of default in payment by the Purchaser of the Stamp Duty, pay or repay to the Vendor or reimburse the Vendor with the amount of the Stamp Duty paid or advanced by the Vendor on behalf of the Purchaser together with interest thereon at the rate of [4%] over and above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the Stamp Duty so paid by the Vendor on behalf of the Purchaser on a full indemnity basis.

5. The Purchaser covenants with the Vendor for itself and as agent for Cheong Ming Investment Co., Limited (“Developer”) for the purpose of enabling the Developer to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause (1:07) of the Deed of Mutual Covenant relating to the building of which the Property forms part and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression “the Covenantee Purchaser”) and shall enure for the benefit of the Development and be enforceable by the Vendor and/or the Developer (as the case may be) that :-

- (i) the Covenantee Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the Developer under Clause (1:07) of the Deed of Mutual Covenant and the Covenantee Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer;
- (ii) the Covenantee Purchaser shall, if required by the Developer, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the Developer;
- (iii) in order to secure the performance of the covenants contained in the said Clause (1:07), the Covenantee Purchaser hereby (jointly and severally)

expressly and irrevocably appoints the Developer to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the Developer from time to time appoints) and grants unto the Developer the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the Developer as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the Developer shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser; and

- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms substantially the same in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii),(iii) and (iv) hereinbefore contained.

6. It is hereby agreed and declared by the parties hereto that the covenants on the part of the Purchaser herein contained or implied by the Conveyancing and Property Ordinance (Chapter 219) (“**the Ordinance**”) shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.

7. Where the Purchaser comprises more than one person or corporation, the covenants made expressly and/or impliedly by the Purchaser hereunder shall be deemed to be made jointly and severally by such persons or corporations.

8. It is hereby certified that the Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

9. In this Assignment if the context permits or requires words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons only shall include corporations.

10. Notwithstanding that a term of this Assignment purports to confer a benefit on any person who is not a party to this Assignment, a person who is not a party to this Assignment shall have

no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Assignment.

IN WITNESS whereof the parties hereto have executed this Assignment the day and year first above written.



## SECOND SCHEDULE

1. The Property :-

(A) Description, address, lot number, sections, undivided shares, etc :

ALL THOSE [ ] equal undivided [ ] parts or shares of and in ALL THOSE pieces or parcels of land known and registered in the Land Registry as THE REMAINING PORTION OF SECTION 10 OF INLAND LOT NO.623 AND THE REMAINING PORTION OF SECTION 11 OF INLAND LOT NO.623 And of and in the messuages erections and buildings thereon now known as BISNEY CREST (碧麗軒) (“**the Development**”) TOGETHER with the sole and exclusive right to the use occupation and enjoyment of ALL THAT HOUSE [ ]/[UNIT-[ ] on [ ] Floor and [ ] Floor of the Lower Block] [and CAR PARKING SPACE NO.[ ]] of the Development (which said House/Unit/Car Parking Space is/are for identification purpose only shown on the Plan(s) annexed hereto and thereon coloured Pink).

(B) Exceptions and reservations :-

(a) Except and reserved as in the Government Lease is excepted and reserved.

(b) Excepting and reserving unto the Vendor its successors and assigns other than the Purchaser:-

(I) the right to the exclusive use occupation and enjoyment of the whole of the Development save and except:-

(i) the Property; and

(ii) such areas and facilities (if any) as may be designated as Common Areas and Common Facilities in the Deed of Mutual Covenant or are intended for common use.

(II) the rights excepted and reserved to the Vendor pursuant to Clause (1:07) of the Deed of Mutual Covenant.

(C) Easements and other appurtenant rights, if any :-

Without prejudice to the deeming provisions of Section 16 of the Ordinance, subject to and with the benefit of all easements rights privileges rights of way and other appurtenant rights (if any) as contained in the Government Lease and the Deed of Mutual Covenant and the Deed of Partition and all other easements rights privileges rights of way and other appurtenant rights (if any) belonging or appertaining to the Property or to which the Property is now subject.

2. The Government Lease :-

(a) Date: 16 March 1926

(b) Parties : King George V of the one part and Joseph Edgar Joseph of the other part

(c) Term : 999 years from 16 April 1860

(d) Lot Number : Inland Lot No.623

(e) As modified by a Modification Letter dated 26 November 2012 and registered in the Land Registry by Memorial No.12112902870110

SEALED with the COMMON SEAL of )  
the Vendor and SIGNED by )  
)  
)  
)  
)  
)  
)  
person(s) duly authorised by resolution )  
of the Board of Directors of the Vendor )  
whose signature(s) is/are verified by :- )

Solicitor, Deacons,  
Hong Kong SAR

SIGNED SEALED and DELIVERED by )  
the Purchaser (who having been )  
previously identified by the production of )  
his/her/their Hong Kong Identity Card(s) )  
No(s).[ ] in the presence )  
of :- )

INTERPRETED to the Purchaser by :-

OR

SEALED with the COMMON SEAL of )  
the Purchaser and SIGNED by )  
)  
)  
)  
)  
)  
director(s)/person(s) duly authorised by )  
resolution of the board of Directors of )  
the Purchaser in the presence of :- )

**附錄 B**  
**Appendix B**

THIS AGREEMENT is made the            day of  
Two thousand and [                            ]

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

WHEREAS :-

Recitals

- (1) The Construction of the Development has been completed and the Occupation Permit in respect of the Development was issued by the Building Authority on **28<sup>th</sup> June 2017**.
- (2) A Certificate of Compliance has been issued by the Director of Lands pursuant to the conditions of the Government Grant.
- (3) The land and the Development are notionally divided into such undivided parts or shares as hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation

1. (1) In this Agreement –
  - (a) “business day” means a day -
    - (i) that is not a Saturday, Sunday or public holiday; and
    - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
  - (b) "Deed of Mutual Covenant" means the document 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);
  - (c) "Development" means the development erected on the land known as “Bisney Crest (碧麗軒)” ;
  - (d) "Government Grant" means the Government Grant document specified in Schedule 2;
  - (e) "land" means all those pieces or parcels of land registered in the Land Registry as THE REMAINING PORTION OF SECTION 10 OF INLAND LOT NO.623 AND THE REMAINING PORTION OF SECTION 11 OF INLAND LOT NO.623;
  - (f) "Occupation Permit" means the written permission issued by the Building Authority under the provisions of the Buildings Ordinance for the Development to be occupied;
  - (g) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;
  - (h) "Property” means the property described in Part A of Schedule 3; and
  - (i) "Vendor’s Solicitors" means Messrs. Deacons.
- (2) In this Agreement –
  - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);

- (b) the floor area of an item under paragraph (a) of Part B of Schedule 3 is calculated in accordance with section 8(3) of that Ordinance; and
- (c) the area of an item under paragraph (b) of Part B of Schedule 3 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

(3) In this Agreement, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter.

Sale and purchase

2. The Vendor shall sell and the Purchaser shall purchase the Property AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development SAVE AND EXCEPT :-
- (a) the Property; and
  - (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase price

3. (1) The purchase price is the sum set out in Schedule 4, payable by the Purchaser to the Vendor's Solicitors in the manner set out in Schedule 4.
- (2) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion.
- (3) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.
- (4) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it:-
- (a) is in writing addressed to the Purchaser; and
  - (b) is delivered to the Purchaser or his solicitors, at least seven clear days prior to completion; and
  - (c) specifically identifies this Agreement.

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

- |                                 |  |
|---------------------------------|--|
| Independent advice              | 4. The Purchaser acknowledges that he or she is entering into this Agreement on the basis of his own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor and he or she has obtained independent legal and other professional advice in relation thereto prior to the signing of this Agreement.   |
| Completion                      | 5. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before [                      ]. Completion shall be carried out by way of solicitors' undertaking and the Vendor and the Purchaser hereby authorize their respective solicitors to complete the sale and purchase of the Property on the basis of cross undertakings in the form from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree. The parties hereto agree not to call for formal completion.                               |
| Assignment                      | 6. On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser only subject to the Government Grant and the Deed of Mutual Covenant. On completion of the sale and purchase, the Vendor and the Purchaser shall execute an Assignment of the Property in the form as attached hereto as Appendix A and the Purchaser is not entitled to request the Vendor to execute any assignment or assurance in such other form or with such terms other than those set out in the form under the said Appendix A. |
| Rents, profits, outgoings, etc. | 7. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.   |

- |   |     |  |
|---|-----|--|
| Risk  | 8.  | <p>(1) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.</p> <p>(2) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.</p>   |
| Requisition on title                        | 9.  | <p>(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.</p> <p>(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 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 5 business days' prior notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale shall be cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money (if any) already paid to the Vendor but without interest, costs or compensation whereupon the Vendor and the Purchaser shall at their own costs and expenses enter into a cancellation agreement and the Purchaser shall have no further claim against the Vendor.</p> |
| Government Grant, easements mis-description | 10. | <p>(1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created by or absolutely (as the case may be) and with any right of renewal granted by the Government Grant and subject to all easements (if any) subsisting in the Government Grant.</p> <p>(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.</p>   |
| Physical condition                          | 11. | <p>The Purchaser hereby confirms that prior to entering into this Agreement, the Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property. The Purchaser declares that he is fully satisfied with and accepts in all respects the existing physical state and condition, layout, alteration (if any) and partitioning of the Property. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them</p>   |

as they stand. No warranty or representation whatsoever has been or will be given or is made by or implied against the Vendor or his agents regarding any physical state and condition and any alteration and structures and any other matter relating to the Property or any part thereof. The Vendor shall sell and the Purchaser shall purchase the Property on an “as is” basis and in the physical state and condition as it stands at the purchase price set out in this Agreement and on the terms set out in this Agreement.

Rights of  
Purchaser

12. (1) The Purchaser shall instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).
- (2) The Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of this Agreement or enter into any agreement so to do before completion of the sale and purchase of the Property and execution of the Assignment to the Purchaser.

Title

13. (1) The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also pay the cost of the certified copies of the relevant title deeds and documents of the Property produced by the Vendor.
- (2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

Documents of  
title

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

Costs and  
disbursements  
of Agreement

15. (1) 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 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.

- (2) All registration fees payable on this Agreement 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 buyer's stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (6) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (7)
  - (a) The Purchaser shall, within the period prescribed by the Stamp Duty Ordinance, cause all the instruments relating to the sale and purchase of the Property to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped.
  - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's solicitors within 1 month from the date of this Agreement a certified copy of this Agreement duly stamped or a certified copy of stamp certificate proving the due payment of all the stamp duty payable on this Agreement and (if applicable) documentary evidence proving grant of exemption of buyer's stamp duty and/or the higher rate of ad valorem stamp duty in respect of this Agreement.
  - (c) Should the Vendor be required to pay any stamp duty or penalty (including but not limited to the ad valorem stamp duty) with respect to any of the instruments mentioned in clause 15(7)(a), the Purchaser shall reimburse the Vendor for the full amount of any payment made by the Vendor together with interest thereon at the rate of 4% over and above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor

Stamp duty,  
etc.

in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.

- (8) The Purchaser shall indemnify and keep the Vendor indemnified against any loss or damages suffered and expenses fees and charges incurred by the Vendor resulting from any breach of this clause 15 by the Purchaser.
- (9) The provision of this clause 15 shall survive completion of the sale and purchase by the Assignment.

Time of the  
Essence

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

Default of  
Purchaser

17. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with Schedule 4 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event:-
- (a) such sum(s) paid by the Purchaser by way of deposit up to a sum equivalent to 10% of the purchase price shall be forfeited to the Vendor and any remaining balance of deposit sum(s) (after such forfeiture) and part payment(s) of purchase price paid by the Purchaser shall be retained by the Vendor to settle any loss and damages suffered by the Vendor as a result of the default of the Purchaser until the full settlement of such loss and damages; and
  - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.
- (2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a

resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages.

- (3) Upon the Vendor exercising its right of determination or rescission to determine and/or rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register in the Land Registry an instrument signed by the Vendor alone to determine and/or rescind and/or annul the sale and purchase of the Property (which shall be sufficient to determine and/or rescind and/or annul the sale and purchase of the Property) and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine and/or terminate and/or rescind and/or annul this Agreement and so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person this Agreement shall be deemed to have been duly terminated and/or rescinded and/or annulled and the remedy (if any) of the Purchaser against the Vendor shall be in damages only. If the Purchaser shall have entered into possession of the Property, he shall forthwith deliver up possession of the Property to the Vendor.

Default of Vendor 18. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Deed of Mutual Covenant 19. On completion of the sale and purchase of the Property, the Purchaser shall either enter into a Deed of Mutual Covenant in relation to the Development with the Vendor OR at the Vendor's option accept an Assignment of the Property (in the form as attached hereto as Appendix A) from the Vendor subject to and with the benefit of the Deed of Mutual Covenant entered into by the Vendor with another purchaser or purchasers in respect of the Development. Such Deed of Mutual Covenant shall follow closely the draft approved by the Director of Lands with any amendments (if applicable) as approved by the Director of Lands. The Vendor is entitled to apply to the Director of Lands for approval to the amendments to the approved form of the Deed of Mutual Covenant in such manner as the Vendor considers necessary and the Purchaser shall not raise objection thereto.

- Cost of DMC 20. The Purchaser shall pay to the Vendor's Solicitors a due proportion of the costs of and incidental to the preparation stamping registration and completion of the Deed of Mutual Covenant or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules.
- Vacant Possession and Utility deposits 21. (1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoing 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 pay to the manager of the Development, or reimburse the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager of the Development), all deposits and advance payment, contribution to special funds and debris removal, due share of deposits for public water and electricity metres and for supply of utilities to the common parts of the Development and other payments which may be payable in respect of the Property under or pursuant to the Deed of Mutual Covenant. The Purchaser shall reimburse the Vendor for any such payment already paid by the Vendor, whether or not such deposit, advance payment, contribution or other payment are transferable or refundable under the Deed of Mutual Covenant.
- Registration 22. This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.
- No mortgage by Vendor 23. The Vendor shall not after the execution of this Agreement enter into any mortgage or charge of the Property.
- Release of purchase price 24. If and so long as there is a mortgage of or charge on the Property, any part of the purchase price shall be paid to the Vendor's Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor's Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.
- Notices 25. Any notice required to be given under this Agreement -  
 (a) is deemed to have been validly given to a party if –  
 (i) the notice is addressed to the party; and

- (ii) the notice is sent by ordinary prepaid post to –
        - (A) the party’s address stated in this Agreement; or
        - (B) the party’s last known address (where a notification of change of address has previously been given to the other party or the other party’s solicitors); and
      - (b) is deemed to have been served on the second business day after the date of posting.
- Warranties 26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –  
the fittings, finishes and appliances as set out in Schedule 6.
- (2) The communal and recreational facilities are as follows –  
the communal and recreational facilities as set out in Schedule 7.
- (3) The Vendor warrants -
- (a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;
  - (b) that the Property will be as shown on the plan attached to this Agreement and the measurements of the Property will be those set out in Part B of Schedule 3; and
  - (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).
- Remedy of Defects 27. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 5, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Schedule 6, caused otherwise than by the act or neglect of the Purchaser. The provisions of this clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
- Maintenance Obligations 28. The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
- Winding up of Vendor 29. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners’ Corporation incorporated under the

Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.

30. Clauses 26(3)(a), (b) and (c), 27, 28 and 29 will survive completion of the sale and purchase by the Assignment.
- Non-business day etc. 31. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m..
- Marginal Notes 32. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.
- Stamp Duty Ordinance 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 5 hereto.
- Special terms and conditions 34. This Agreement shall incorporate the special terms and conditions (if any) set out in Schedule 8. In the event of any inconsistency or conflict between such special terms and conditions and other provisions herein, the former shall prevail.
- Rights of Third Parties 35. Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.

SCHEDULE 1

Parties

(a) Vendor: CHEONG MING INVESTMENT CO., LIMITED (昌明置業有限公司) (Business Registration No. \_\_\_\_\_ and Company Registration No. \_\_\_\_\_) whose registered office is situate at 35<sup>th</sup>-38<sup>th</sup> Floors, Tower Two, Nina Tower, No.8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong

(b) Purchaser: Name: [ ]

Address/  
Registered  
Office: [ ]

Identification/  
Business  
Registration  
No.: [ ]

Capacity: as [sole owner/joint tenants/tenants in common in the following shares/equal shares : \_\_\_\_\_ ]

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

## SCHEDULE 2

The Government Lease of the land, the particulars of which are as follows :-

- (a) Date: 16 March 1926
- (b) Parties : Late King George V of the one part and Joseph Edgar Joseph of the other part
- (c) Term : 999 years from 16 April 1860
- (d) Lot Number : Inland Lot No.623
- (e) As modified by a Modification Letter dated 26 November 2012 and registered in the Land Registry by Memorial No.12112902870110

## SCHEDULE 3

### Part A Property

### Part B Measurements

The measurements of the Property are as follows –

- (a) the saleable area of the Property is [*insert figure*] square metres/[*insert figure*] square feet of which-  
[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the balcony];  
[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the utility platform];  
[[*insert figure*] square metres/[*insert figure*] square feet is the floor area of the verandah];  
and
- (b) other measurements are –  
[the area of the air-conditioning plant room is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the bay window is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the cockloft is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the flat roof is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the garden is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the parking space is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the roof is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the stairhood is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the terrace is [*insert figure*] square metres/[*insert figure*] square feet];  
[the area of the yard is [*insert figure*] square metres/[*insert figure*] square feet].

SCHEDULE 4

The purchase price is HK\$ [ ] payable by the Purchaser to the Vendor's Solicitors as follows -

- (1) A sum of HK\$ [ ] as preliminary deposit has been paid prior to the signing of this Agreement;
- (2) A sum of HK\$ [ ] as further deposit shall be paid on or before [ ];
- (3) A sum of HK\$ [ ] as part payment of purchase price shall be paid on or before [ ]; and
- (4) A sum of HK\$ [ ] as balance of the purchase price shall be paid on or before the date of completion set out in Clause 5 hereof.

## SCHEDULE 5

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance (Cap. 117):

- (a) (1) Name of the Vendor - see Schedule 1  
Address/Registered Office of the Vendor - see Schedule 1
- (2) Name of the Purchaser - see Schedule 1  
Address/Registered Office of the Purchaser - see Schedule 1
- (b) (1) Identification Number of the Vendor - Not applicable
- (2) Identification Number of the Purchaser - see Schedule 1 (if applicable)
- (c) (1) Business Registration Number of the Vendor - see Schedule 1
- (2) Business Registration Number of the Purchaser - see Schedule 1 (if applicable)
- (d) Description and location of the Property - see Part A of Schedule 3
- (e) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
- (f) Date of this Agreement - see page 1
- (g) This Agreement was preceded by a Preliminary Agreement for Sale and Purchase on the same terms made between the Vendor and the Purchaser on [     ].
- (h) The parties hereto have agreed the completion date specified in Clause 5 hereof as the agreed date for the conveyancing on sale or assignment of the Property pursuant to this Agreement.
- (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 set out in Schedule 4.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance on sale or assignment pursuant to this Agreement (excluding legal expenses and estate agent's commission).

SCHEDULE 6

Fittings, Finishes and Appliances

[ ]

SCHEDULE 7

Communal and Recreational Facilities

[ ]

## SCHEDULE 8

### Special Terms and Conditions

A. If there is any notice or order or demand or direction or the like from any Government or other competent authority or management company requiring the Vendor or the owner of the Property to carry out any kind of work as owner of the Property, whether or not the same existed prior to the date of this Agreement or shall be issued or served on or before or after the date for completion, the Purchaser shall be responsible for the compliance with such notice or order or demand or direction or the like and all the costs for such work shall be borne by the Purchaser absolutely and the Vendor shall not be responsible for such costs and shall not be held liable to the Purchaser or to any other person in respect of any loss, damage or cost by reason thereof. The Purchaser shall complete the purchase of the Property without any compensation or damages or abatement of the purchase price against the Vendor.

B. Despite anything contained in this Agreement, the Vendor reserves the right and is entitled to (i) alter the approved building plans of the Development 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 business days after its having been approved by the Building Authority and/or (ii) enter into the Property or any part thereof with contractors, surveyors, workmen and all other necessary authorized persons and all necessary equipment, plant and materials, and carry out and complete the alterations or additions or other works to any part of the Development (including the Property) (which works may include but not limited to the removal of the existing water heaters located between Unit-03 and Unit-05) before and after completion of sale and purchase of the Property in accordance with the building plans and/or alterations thereto (which alterations may be approved by the relevant governmental departments before, on or after the date of this Agreement) Provided that the Vendor shall give prior reasonable notice to the Purchaser if such right of entry shall be exercised after completion. The Purchaser hereby expressly acknowledges and permits the exercise of the aforesaid rights by the Vendor. This clause shall survive completion of sale and purchase of the Property.

### Appendix A

(Form of Assignment)

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

SIGNED by )  
 )  
 )  
 )  
for and on behalf of the Vendor )  
 )  
whose signature(s) is/are verified by :- )

Solicitor, Deacons,  
Hong Kong SAR.

RECEIVED on or before the day and year first above )  
written of and from the Purchaser the above )  
mentioned deposits in a total sum of HONG KONG )  
DOLLARS )  
[Initial deposit & Further Deposit] ONLY )HK\$[Initial deposit & Further Deposit]  
 )  
 )  
 )  
 )

\_\_\_\_\_  
Messrs. Deacons as agent for  
the Vendor

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

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

Dated

---

---

AGREEMENT

for Sale and Purchase

---

Deacons

5th Floor  
Alexandra House  
18 Chater Road  
Central, Hong Kong  
HongKong.GeneralEnquiries@deacons.com.hk  
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Tel : +852 2825 9211  
Fax : +852 2810 0431

LC:WTY:344313

*[第3部分：出售條款完]*  
*[End of Part 3: Conditions of Sale]*

*[招標文件完]*  
*[End of Tender Document]*

## 附件 Annex

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

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

1. 對買方的警告 #  
Warning to Purchasers #
2. 關於該物業的賣方資料表格 #  
Vendor's Information Form relating to the Property #
3. 個人資料收集聲明 #  
Personal Information Collection Statement #
4. 買方聲明書(與賣方關係) #  
Declaration of the Purchaser (relationship with Vendor) #
5. 住宅物業參觀確認函 #  
Acknowledgement Letter for Viewing of Residential Property #
6. 附屬協議 #  
Side Agreement #

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

由 FROM : 昌明置業有限公司 (「賣方」)  
Cheong Ming Investment Co., Limited ("the Vendor")

致 TO : (「買方」)  
("the Purchaser")

本物業 PROPERTY : 詳見要約表格  
Please refer to the Offer Form

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

我/我們已收到此警告之副本及完全明白此警告之內容。

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

公曆 年 月 日

Dated this day of

買方簽署 Signature(s) of the Purchaser

賣方資料表格  
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定  
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方：	昌明置業有限公司
Vendor:	Cheong Ming Investment Co., Limited
發展項目：	香港碧荔道 57 號碧麗軒
Development:	Bisney Crest, 57 Bisney Road, Hong Kong
指明住宅物業：	香港碧荔道 57 號碧麗軒低座地下及一樓單位-06
Specified Residential Property:	Unit-06 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a)	須就指明住宅物業支付的管理費用的款額： The amount of the management fee that is payable for the Specified Residential Property:
	HK\$20.692.00
(b)	須就指明住宅物業繳付的地稅(如有的話)的款額： The amount of the Government rent (if any) that is payable for the Specified Residential Property:
	無 NIL
(c)	業主立案法團(如有的話)的名稱： The name of the owners' incorporation (if any) :
	無 NIL
(d)	發展項目的管理人的姓名或名稱： The name of the manager of the Development:
	根據發展項目的公契的已批核擬稿，合眾物業管理有限公司將獲委任為發展項目的管理人。 Together Management Company Limited will be appointed as the Manager of the Development under the approved draft Deed of Mutual Covenant.
(e)	賣方自政府或管理處接獲的關於該項目中的住宅物業的擁有人須分擔的款項的任何通知： Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development:
	無 NIL
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知： Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
	無 NIL
(g)	賣方所知的影響指明住宅物業的任何待決的申索： Any pending claim affecting the Specified Residential Property that is known to the Vendor:
	無 NIL

印製日期: 2020 年 8 月 17 日

Date of Printing: 17 August 2020

買方簽署 Signature(s) of the Purchaser(s)

姓名 Name(s) :

日期 Date :

賣方資料表格  
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定  
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方：	昌明置業有限公司
Vendor:	Cheong Ming Investment Co., Limited
發展項目：	香港碧荔道 57 號碧麗軒
Development:	Bisney Crest, 57 Bisney Road, Hong Kong
指明住宅物業：	香港碧荔道 57 號碧麗軒低座地下及一樓單位-07
Specified Residential Property:	Unit-07 on Ground Floor and First Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a)	須就指明住宅物業支付的管理費用的款額： The amount of the management fee that is payable for the Specified Residential Property:
	HK\$23,260.00
(b)	須就指明住宅物業繳付的地稅(如有的話)的款額： The amount of the Government rent (if any) that is payable for the Specified Residential Property:
	無 NIL
(c)	業主立案法團(如有的話)的名稱： The name of the owners' incorporation (if any):
	無 NIL
(d)	發展項目的管理人的姓名或名稱： The name of the manager of the Development:
	根據發展項目的公契的已批核擬稿，合眾物業管理有限公司將獲委任為發展項目的管理人。 Together Management Company Limited will be appointed as the Manager of the Development under the approved draft Deed of Mutual Covenant.
(e)	賣方自政府或管理處接獲的關於該項目中的住宅物業的擁有人須分擔的款項的任何通知： Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development:
	無 NIL
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知： Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
	無 NIL
(g)	賣方所知的影響指明住宅物業的任何待決的申索： Any pending claim affecting the Specified Residential Property that is known to the Vendor:
	無 NIL

印製日期: 2020 年 8 月 17 日

Date of Printing: 17 August 2020

買方簽署 Signature(s) of the Purchaser(s)

姓名 Name(s):

日期 Date:

賣方資料表格  
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定  
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方：	昌明置業有限公司
Vendor:	Cheong Ming Investment Co., Limited
發展項目：	香港碧荔道 57 號碧麗軒
Development:	Bisney Crest, 57 Bisney Road, Hong Kong
指明住宅物業：	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-17
Specified Residential Property:	Unit-17 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a)	須就指明住宅物業支付的管理費用的款額： The amount of the management fee that is payable for the Specified Residential Property:
	HK\$24,402.00
(b)	須就指明住宅物業繳付的地稅(如有的話)的款額： The amount of the Government rent (if any) that is payable for the Specified Residential Property:
	無 NIL
(c)	業主立案法團(如有的話)的名稱： The name of the owners' incorporation (if any) :
	無 NIL
(d)	發展項目的管理人的姓名或名稱： The name of the manager of the Development:
	根據發展項目的公契的已批核擬稿，合眾物業管理有限公司將獲委任為發展項目的管理人。 Together Management Company Limited will be appointed as the Manager of the Development under the approved draft Deed of Mutual Covenant.
(e)	賣方自政府或管理處接獲的關於該項目中的住宅物業的擁有人須分擔的款項的任何通知： Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development:
	無 NIL
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知： Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
	無 NIL
(g)	賣方所知的影響指明住宅物業的任何待決的申索： Any pending claim affecting the Specified Residential Property that is known to the Vendor:
	無 NIL

印製日期: 2020 年 8 月 17 日

Date of Printing: 17 August 2020

買方簽署 Signature(s) of the Purchaser(s)

姓名 Name(s) :

日期 Date :

賣方資料表格  
Vendor's Information Form

符合《一手住宅物業銷售條例》(第 621 章) 第 66 條及第 68 條的規定  
in compliance with s.66 and s.68 of the Residential Properties (First-hand Sales) Ordinance (Cap.621)

賣方：	昌明置業有限公司
Vendor:	Cheong Ming Investment Co., Limited
發展項目：	香港碧荔道 57 號碧麗軒
Development:	Bisney Crest, 57 Bisney Road, Hong Kong
指明住宅物業：	香港碧荔道 57 號碧麗軒低座二樓及三樓單位-18
Specified Residential Property:	Unit-18 on Second Floor and Third Floor of the Lower Block of Bisney Crest (碧麗軒), 57 Bisney Road, Hong Kong

(a)	須就指明住宅物業支付的管理費用的款額： The amount of the management fee that is payable for the Specified Residential Property:
	HK\$23,831.00
(b)	須就指明住宅物業繳付的地稅(如有的話)的款額： The amount of the Government rent (if any) that is payable for the Specified Residential Property:
	無 NIL
(c)	業主立案法團(如有的話)的名稱： The name of the owners' incorporation (if any):
	無 NIL
(d)	發展項目的管理人的姓名或名稱： The name of the manager of the Development:
	根據發展項目的公契的已批核擬稿，合眾物業管理有限公司將獲委任為發展項目的管理人。 Together Management Company Limited will be appointed as the Manager of the Development under the approved draft Deed of Mutual Covenant.
(e)	賣方自政府或管理處接獲的關於該項目中的住宅物業的擁有人須分擔的款項的任何通知： Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development:
	無 NIL
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該項目的任何部分恢復原狀的任何通知： Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development:
	無 NIL
(g)	賣方所知的影響指明住宅物業的任何待決的申索： Any pending claim affecting the Specified Residential Property that is known to the Vendor:
	無 NIL

印製日期: 2020 年 8 月 17 日

Date of Printing: 17 August 2020

買方簽署 Signature(s) of the Purchaser(s)

姓名 Name(s):

日期 Date:

### 個人資料收集聲明

本聲明適用於華懋代理有限公司（「華懋代理」）及其控股公司、附屬公司、聯營公司及關聯公司（華懋代理及其控股公司、附屬公司、聯營公司及關聯公司，統稱「本集團」或「本集團成員」）收集、使用及處理個人資料等事宜。

華懋代理及其他本集團成員可就本集團提供服務、產品、設施或優惠等相關事宜，收集、使用及處理客戶及潛在客戶的個人資料。該等服務、產品、設施或優惠可包括物業或車位的買賣或租賃、提供按揭，及由本集團提供或促成的優惠、活動或節目。

本聲明對閣下適用皆因閣下的身份是：(i)物業的買方或賣方，(ii)按揭貸款的借款人、按揭人或擔保人，或(iii)就租賃物業而言，租客或（如屬公司或其他非個人租客）其僱員、代理人或代表，或該租約的擔保人。本聲明適用於由閣下或代閣下向任何本集團成員提供的個人資料，及由任何本集團成員不時匯編有關閣下的其他個人資料（統稱「閣下的個人資料」）。本聲明列出閣下的個人資料可以使用的用途及其他關於《個人資料（私隱）條例》（第 486 章）的事宜。

本集團成員需要閣下的個人資料以向閣下提供或為閣下安排服務、產品、設施或優惠。如閣下拒絕提供所需的個人資料，本集團成員可能將不能夠為閣下服務或繼續為閣下服務。

#### 使用閣下的個人資料

1. 本集團成員可不時使用閣下的個人資料作下述一種或多種用途：
  - (a) 處理閣下就服務、產品、設施或優惠的申請或要求（包括評估及調查閣下履行閣下的責任的能力及，在適當時，評估及調查閣下的信貸價值、財務狀況及還款能力）；
  - (b) 向閣下提供服務、產品、設施或優惠，及處理就維持及管理該等服務、產品、設施或優惠相關所需安排及事宜（包括法律、行政及其他事宜）；
  - (c) 核對閣下的身份及閣下的個人資料是否準確；
  - (d) 不時評定及檢討閣下履行閣下的責任的能力及，在適當時，不時評定及檢討閣下的信貸價值、財務狀況及還款能力；
  - (e) 計算就有關服務、產品、設施或優惠，應由閣下或向閣下支付的任何金額；
  - (f) 追收或討回閣下以任何身份欠下的任何金額或債務；
  - (g) 執行閣下及任何本集團成員訂立的任何協議或安排的條款，及採取合適行動以保護或保存任何本集團成員的權利或利益；
  - (h) 與閣下聯絡及作整體關係管理及維繫；
  - (i) 調查、處理及回應閣下作出的或對閣下作出的，或以任何方式涉及閣下的任何意見、信息、要求、查詢、投訴或事件；
  - (j) 協助閣下向其取得或申請信貸服務的銀行、金融機構及信貸提供者，進行彼等對閣下的信貸調查或向閣下追收欠債；
  - (k) 為閣下或整體客戶設計、安排、提供或促成服務、產品、設施、優惠、活動或節目；

- (l) 進行調查、研究及分析，以協助向閣下或整體客戶提供服務、產品、設施、優惠、活動或節目；
- (m) 促銷及推廣任何本集團成員或與任何本集團成員訂立任何品牌聯營或合作安排的任何業務夥伴或特選公司（各稱「本集團夥伴」）提供的服務、產品及設施，並請留意下述「使用閣下的個人資料作直接促銷」部份的詳情；
- (n) 遵守按任何法律或規例，或由任何政府機關、監管機構、執法機關、法庭或司法機構（不論在香港境內或境外的），就使用或披露個人資料向任何本集團成員施加的任何責任或要求（不論現有的或將來的）；
- (o) 遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動，而就使用或披露個人資料實施的任何政策及措施；
- (p) 核對或比較任何本集團成員不時持有閣下的個人資料，為了或有意產生或核實可用作對閣下採取不利行動的資料；
- (q) （如任何本集團成員真誠地相信有必要使用或披露個人資料）以保護任何本集團成員的權利或財產，或確認或聯絡任何不論有意與否可能對任何本集團成員的權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或在任何其他人士可能因此受損的情況下；
- (r) 讓任何本集團成員或其業務及資產（或任何部分，包括任何由本集團成員提供的按揭貸款）的實際或潛在買家或承讓人，為有關買賣或轉讓估值；及
- (s) 作其他與任何上述用途直接有關的用途。

#### **披露及移轉閣下的個人資料**

2. 本集團成員將為閣下的個人資料保密，但可向下述一種或多種類別的人士為上述第一段列出的用途不時披露或移轉閣下的個人資料：
  - (a) 任何其他本集團成員作提供服務、產品、設施或優惠相關之用；
  - (b) 如任何本集團成員提供按揭貸款，該按揭貸款的任何借款人、按揭人或擔保人（包括任何共同借款人、共同按揭人或共同擔保人，如適用）；
  - (c) 向任何本集團成員提供有關銷售或推廣物業或其一般業務或運作的服務或支援的代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者（包括彼等的僱員、董事、人員、代理及服務供應者）。該等服務或支援可包括銷售及推廣、資料儲存、資料處理、行政、電訊或電腦服務。該等代理機構、次代理機構、供應商、承辦商、次承辦商或服務供應者可能是或不是本集團成員；
  - (d) 閣下向其取得或申請信貸服務的任何銀行、金融機構或信貸提供者（可包括第一樓花按揭承接人或第一按揭承接人）；
  - (e) 任何本集團成員為了遵守法律、規例或法庭命令所需，或符合任何政府機關、監管機構、執法機關、法庭或司法機構的合法要求，有責任或被要求向其披露個人資料的人士，或當任何本集團成員真誠地相信有必要披露個人資料(包括但不限於)以保護其權利或財產，或確認或聯絡任何不論有意與否可能對其權利或財產構成損害或妨害的人士或向該人士提出法律行動，又或當任何其他人士可能因此受損；
  - (f) 任何本集團成員為了遵守本集團為防止或偵測洗黑錢、恐怖份子融資或其他非法活動而實施的任何政策及措施，被要求向其披露個人資料的人士；
  - (g) 對任何本集團成員負有保密責任的任何人士，包括會計師、核數師、律師及其他專業顧問；

- (h) 由任何本集團成員委任以就閣下履行閣下的責任的能力及，在適當時，閣下的信貸價值、財務狀況及還款能力進行評估及調查的任何獨立承包商或代理人；
- (i) (當閣下拖欠償還任何金額或債務時) 任何追討欠款公司；及
- (j) 任何本集團成員或其業務及資產(或任何部分，包括任何由本集團成員提供的按揭貸款)的任何實際或潛在買家或承讓人。

3. 閣下的個人資料可能向任何上述人士在香港境內移轉或移轉至香港以外的地方。

### 使用閣下的個人資料作直接促銷

4. 每位收集閣下的個人資料的本集團成員有意使用閣下的個人資料作直接促銷，為此該位本集團成員須獲得閣下的同意。收集閣下的個人資料的本集團成員通常是有關物業的賣方或業主，或有關按揭貸款的貸款人。請閣下注意下列事項：

(a) 可使用個人資料的種類

該位本集團成員可使用下述各類由其不時持有的閣下的個人資料作直接促銷：

- 閣下的姓名、地址、電話號碼、電郵地址及其他聯絡資料；
- 有關閣下就服務、產品及設施的使用、購買或消費的模式及行為(包括服務及產品組合資料及消費習慣)；及
- 閣下的人口統計數據。

(b) 被促銷的服務、產品及標的類別

該位本集團成員可促銷下述一種或多種類別的服務、產品及標的：

- 該位本集團成員或任何其他本集團成員獨自或與任何其他發展商或人士不時提供作出售及/或出租的房地產或物業發展項目；
- 按揭貸款及其他信貸服務；
- 酒店、商務會議設施及服務、餐廳、康樂設施及娛樂；及
- 為慈善或非牟利目的的捐款或捐贈及相關活動或節目。

(c) 被促銷服務、產品及標的的供應商

上述服務、產品及標的可能由下述一種或多種類別的人士提供：

- 該位本集團成員；
- 其他本集團成員；及
- 本集團夥伴(而該等本集團夥伴的名稱可於有關服務、產品及標的的申請表或資料單張內找到)。本集團夥伴可包括地產發展商、金融機構、零售商戶、服務供應商、慈善團體及非牟利組織。

## 個人資料查閱及改正要求及有關直接促銷的選擇

5. 根據《個人資料(私隱)條例》，閣下有權查閱及改正閣下的個人資料。本集團成員將對資料查閱要求收取合理費用以支付相關的行政開支及其他支出，並將預先通知閣下有相關的費用。
6. 如任何本集團成員向閣下提供按揭貸款，閣下有權獲告知該位本集團成員通常會向追討欠款公司披露那些閣下的個人資料，並獲提供進一步資料，讓閣下可向獲該位本集團成員披露閣下的個人資料的追討欠款公司提出查閱資料要求及／或改正資料要求。
7. 閣下有權不時就使用閣下的個人資料作直接促銷撤回或發出同意。
8. 請把閣下的資料查閱及資料改正要求或有關直接促銷的選擇送交「個人資料主任」，可郵寄致香港新界荃灣楊屋道 8 號如心廣場第 2 座 35 至 38 樓或以電郵發送致 [pdo@chinachemgroup.com](mailto:pdo@chinachemgroup.com)。

如本聲明的英文版本與中文版本之間有任何不符，應以英文版本為準。

本人已閱讀及明白本聲明的條文。本人同意根據本聲明的條文收集、使用（包括資料處理及移轉）及處理本人的個人資料。如本人的個人資料有任何更改，本人會在合理可行的情況下盡快通知上述的個人資料主任。

本人就直接促銷的選擇如下，如本人在下列方格加上「√」號，即表示本人同意使用本人的個人資料作直接促銷：

本人同意使用本人的個人資料作直接促銷。

簽署： \_\_\_\_\_

姓名全寫： \_\_\_\_\_

身份（請在適當方格（等）加上「√」號）：

買方       賣方       借款人       按揭人       按揭貸款的擔保人

租客

公司或其他非個人租客的僱員／代理人／代表

租約的擔保人

日期： \_\_\_\_\_

### Personal Information Collection Statement

This Statement applies to the collection, use and handling of personal data by Chinachem Agencies Limited ("CCA") and its holding companies, subsidiaries, affiliates and associated companies (CCA and its holding companies, subsidiaries, affiliates and associated companies, collectively, the "Group" or "Group Members").

CCA and other Group Members may collect, use and handle personal data of customers and potential customers in connection with services, products, facilities or privileges offered by the Group. These services, products, facilities or privileges may include the sale, purchase or leasing of property units or car parking spaces, the provision of mortgage loans, and privileges, activities or events offered or procured by the Group.

This Statement applies to you because you are (i) a purchaser or seller of property, (ii) a borrower, mortgagor or guarantor of a mortgage loan, or (iii) in relation to the leasing of property, a tenant or lessee, or an employee, agent or representative of a corporate or other non-individual tenant or lessee, or a guarantor for the tenancy or lease. This Statement applies to the personal data provided by or for you to any Group Member and other personal data compiled by any Group Member about you from time to time (collectively, "Your Personal Data"). This Statement sets out the purposes for which Your Personal Data may be used and other matters relating to the Personal Data (Privacy Ordinance, Cap. 486).

The Group Members need Your Personal Data for providing to you or arranging for you services, products, facilities or privileges. If you refuse to supply the necessary personal data, the Group Members may be unable to serve you or to continue to serve you.

#### Use of Your Personal Data

1. The Group Members may use Your Personal Data for one or more of the following purposes from time to time:
  - (a) to process your application or request for services, products, facilities or privileges (including assessing and investigating your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability);
  - (b) to provide services, products, facilities or privileges to you, and handle the necessary arrangements and matters (including legal, administrative and other matters) for maintaining and managing such services, products, facilities or privileges;
  - (c) to verify your identity and accuracy of Your Personal Data;
  - (d) to appraise and review your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability from time to time;
  - (e) to calculate any amount payable by you or to you in connection with the relevant services, products, facilities or privileges;
  - (f) to collect or recover any amount or indebtedness owing by you in any capacity;
  - (g) to enforce the terms of any contract or arrangement between you and any Group Member and to take suitable action to protect or preserve the rights or benefits of any Group Member;
  - (h) to communicate with you and for overall relationship management and maintenance;
  - (i) to investigate, handle and respond to any comments, messages, requests, enquiries, complaints or incidents made by you, made against you or involving you in any manner;
  - (j) to assist banks, financial institutions and credit providers from which you obtain or apply for credit facilities to conduct credit checks about you or collect debts owing by you;
  - (k) to design, arrange, provide or procure services, products, facilities, privileges, activities or events for you or for customers generally;

- (l) to conduct survey, research and analysis to facilitate the provision of services, products, facilities, privileges, activities or events to you or to customers generally;
- (m) to market and promote services, products and facilities of any Group Member or any business partner or selected company that has made any co-branding or cooperative arrangement with any Group Member (each, a "Group Partner"), please see further details in "Use of Your Personal Data in Direct Marketing" paragraph below;
- (n) to comply with any obligations or requirements for using or disclosing personal data that are imposed on any Group Member by any law or regulations, or by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, whether in or outside of Hong Kong existing currently or in the future;
- (o) to comply with any policies and measures for using or disclosing personal data implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (p) to match or compare Your Personal Data held by any Group Member from time to time in order to or intending to produce or verify data which may be used for taking adverse action against you;
- (q) (where any Group Member believes in good faith that use or disclosure of personal data is necessary) to protect the rights or properties of any Group Member, or to identify, contact or bring legal action against any person who may be causing damage to or interference with the rights or properties of any Group Member (whether intentionally or otherwise), or when any other person could be harmed by such activities;
- (r) to enable actual or potential purchasers or assignees of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member), in each case to evaluate the purchase or assignment in question; and
- (s) to fulfill other purposes directly related to any of the above purpose.

#### **Disclosure and Transfer of Your Personal Data**

2. The Group Members will keep Your Personal Data confidential but may disclose or transfer Your Personal Data to one or more of the following classes of persons from time to time for the purposes set out in paragraph 1 above:
  - (a) any other Group Members in connection with the provision of services, products, facilities or privileges;
  - (b) where a Group Member provides a mortgage loan, any borrower, mortgagor or guarantor of that mortgage loan (including any co-borrower, co-mortgagor or co-guarantor, if applicable);
  - (c) any agents, sub-agents, suppliers, contractors, sub-contractors or service providers (including their employees, directors, officers, agents and service providers) who provide services or support to any Group Member in connection with the sale or marketing of properties or with its business or operations in general. These services or support may include sales and marketing, data storage, data processing, administrative, telecommunications, or computer services. These agents, sub-agents, suppliers, contractors, sub-contractors or service providers may or may not be Group Members;
  - (d) any bank, financial institution or credit provider from which you obtain or apply for credit facilities (which may include first equitable mortgagee or first mortgagee);
  - (e) any person to whom any Group Member is under any obligation or requirement to disclose personal data in compliance with law, regulation or court order, or in response to lawful request by any governmental agency, regulatory authority, law enforcement agency, court or judicial body, or in case any Group Member believes in good faith that disclosure is necessary for (including but not limited to) protection of its rights or properties, or to identify, contact or bring legal action against any person who may be causing damage to or interference with its rights or properties (whether intentionally or otherwise), or when any other person could be harmed by such activities;

- (f) any person to whom any Group Member is required to disclose personal data by any policies and measures implemented by the Group for prevention or detection of money laundering, terrorist financing or other unlawful activities;
- (g) any person who owes a duty of confidentiality to any Group Member, including accountants, auditors, legal advisers and other professional advisers;
- (h) any independent contractor or agent appointed by any Group Member to conduct assessment and investigation of your ability to perform your obligations and, where appropriate, your credit worthiness, financial status and repayment ability;
- (i) any debt collection agency, where you default in paying any amount or indebtedness; and
- (j) any actual or potential purchaser or assignee of any Group Member or its business and assets (or any part of them including any mortgage loans granted by the Group Member).

3. Your Personal Data may be transferred in or out of Hong Kong to any of the above-mentioned persons.

#### **Use of Your Personal Data in Direct Marketing**

4. Each Group Member that collects Your Personal Data intends to use Your Personal Data in direct marketing and that Group Member requires your consent for this purpose. The Group Member that collects Your Personal Data is usually the vendor or lessor of the relevant property, or the lender of the relevant mortgage loan. Please note the following:

(a) Types of personal data to be used

That Group Member may use the following types of Your Personal Data that is held by that Group Member from time to time in direct marketing:

- your name, address, telephone number, email address and other contact information;
- pattern and behaviour relating to your use, purchase or consumption of services, products and facilities (including services and products portfolio information and spending habits); and
- your demographic data.

(b) Classes of services, products and subjects to be marketed

That Group Member may market one or more of the following classes of services, products and subjects:

- real estate properties or property developments offered for sale and/or leasing by that Group Member or any other Group Member singly or jointly with any other developer or person from time to time;
- mortgage loan and other credit facilities;
- hotel, conferencing facilities and services, restaurants, food and beverages, amenities and entertainment; and
- donations or contributions for charitable or non-profit making purposes and related activities or events.

(c) Providers of services, products and subjects to be marketed

The above services, products and subjects may be provided by one or more of the following classes of persons:

- that Group Member;

- other Group Members; and
- Group Partners (and the names of these Group Partners can be found in the application form or information leaflet relating to the relevant services, products and subjects). Group Partners may include real estate developers, financial institutions, retail merchants, service providers, charitable bodies and non-profit making organisations.

**Data Access and Correction Requests and Choice relating to Direct Marketing**

5. You have the right to request access to and correction of Your Personal Data in accordance with the Personal Data (Privacy) Ordinance. There will be a reasonable charge for a data access request to reimburse the relevant Group Member's administrative costs and disbursements. You will be informed in advance of the charge.
6. Where a Group Member provides you with a mortgage loan, you have the right to be informed on request about the items of Your Personal Data that the Group Member may routinely disclose to its debt collection agency(ies) and be provided with further information to enable you to make data access request and/or data correction request to the debt collection agency(ies) to whom the Group Member discloses Your Personal Data.
7. You have the right to withdraw or give consent for use of Your Personal Data in direct marketing from time to time.
8. Please send your data access and data correction requests or choice relating to direct marketing to the attention of "Privacy Data Officer" either by post (to 35th -38th Floors, Tower 2, Nina Tower, 8 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong) or by email (to pdo@chinachemgroup.com).

In case of discrepancies between the English and Chinese versions of this Statement, the English version shall apply and prevail.

**I have read and understood the provisions of this Statement. I consent to the collection, use (including processing and transfer) and handling of my personal data in accordance with the provisions of this Statement. I will inform the Privacy Data Officer specified above as soon as reasonably practicable of any change to my personal data.**

**I indicate my choice in relation to direct marketing below. If I tick the box below, I consent to the use of my personal data in direct marketing.**

**I consent to the use of my personal data in direct marketing.**

**Signature:** \_\_\_\_\_

**Full name:** \_\_\_\_\_

**Capacity (please tick the appropriate box(es)):**

**Purchaser**     **Seller**     **Borrower**     **Mortgagor**     **Guarantor of mortgagor loan**

**Tenant/Lessee**

**Employee/agent/representative of corporate or other non-individual tenant/lessee**

**Guarantor of tenancy/lease**

**Date:** \_\_\_\_\_

**買方聲明 Declaration of the Purchaser**

致 TO : 昌明置業有限公司 (「賣方」)  
Cheong Ming Investment Co., Limited ("the Vendor")

由 FROM : (「買方」)  
("the Purchaser")

本物業 PROPERTY : 詳見要約表格  
Please refer to the Offer Form

本人/吾等/本法團現確認如下 :-  
I/We hereby confirm as follows :-

如買方為個人 :-  
Where the Purchaser is an individual:-

1. 本人是昌明置業有限公司的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of Cheong Ming Investment Co., Limited.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
2. 本人是昌明置業有限公司的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of Cheong Ming Investment Co., Limited.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
3. 本人是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事/經理 <sup>1</sup> 。 I am a director/manager <sup>1</sup> of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
4. 本人是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事的父母、配偶或子女。 I am a parent/spouse/child of a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本人是有關連人士 If yes, I am a related party
5. 本人/吾等確認在該條例 <sup>4</sup> 下本人是昌明置業有限公司的有關連人士。 I confirm that I am a related party to Cheong Ming Investment Co., Limited for the purpose of that Ordinance <sup>4</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	

如買方為法團 :-  
If the Purchaser is a corporation:-

1. 本法團是昌明置業有限公司的董事。 We are a director of Cheong Ming Investment Co., Limited.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
2. 本法團是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 的董事。 We are a director of an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
3. 本法團是有聯繫法團 <sup>2</sup> / 控權公司 <sup>3</sup> 。 We are an associate corporation <sup>2</sup> / a holding company <sup>3</sup> .	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party
4. 本法團是昌明置業有限公司的董事/經理 <sup>1</sup> 或該董事/經理 <sup>1</sup> 的父母、配偶、子女，屬於本法團作為私人公司 <sup>5</sup> 的董事或股東。 We are a private company <sup>5</sup> of which the manager <sup>1</sup> or director of Cheong Ming Investment Co., Limited or a parent/spouse/child of such director is our director or shareholder.	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	如是，本法團是有關連人士 If yes, we are a related party

<p>5. 本法團確認在該條例<sup>4</sup>下本法團是昌明置業有限公司的有關連人士。 We confirm that we are a related party to Cheong Ming Investment Co., Limited for the purpose of that Ordinance<sup>4</sup>.</p>	<input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	
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備註 NOTE :

<sup>1</sup> **經理 (manager)** 就公司而言—

- (a) 指在董事的直接權限下就該公司執行管理職能的人；但
- (b) 不包括—
  - (i) 該公司的財產的接管人或經理人；及
  - (ii) 根據《公司(清盤及雜項條文)條例》(第 32 章)第 216 條委任的該公司的產業或業務的特別經理人；

<sup>1</sup> **manager (經理)** means, in relation to a company—

- (a) a person who performs managerial functions in relation to the company under the directors' immediate authority; but
- (b) excludes—
  - (i) a receiver or manager of the company's property; and
  - (ii) a special manager of the company's estate or business appointed under section 216 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32).

<sup>2</sup> 「**有聯繫法團**」指昌明置業有限公司的附屬公司、華懋物業控股有限公司或其附屬公司、參明有限公司或其附屬公司。

<sup>2</sup> **Associate corporation** means a subsidiary of Cheong Ming Investment Co., Limited, Chinachem Properties Holding Company Limited or its subsidiaries, Chime Corporation Limited or its subsidiaries.

<sup>3</sup> 「**控權公司**」即指華懋物業控股有限公司及參明有限公司。

<sup>3</sup> **holding company** means Chinachem Properties Holding Company Limited and Chime Corporation Limited.

<sup>4</sup> 「**該條例**」是指『「一手住宅物業銷售條例」(第 621 章)』。

<sup>4</sup> **That Ordinance** means the "Residential Properties (First-hand Sales) Ordinance (Cap.621)".

<sup>5</sup> 「**私人公司 (private company)**」就「公司條例」(第 622 章)而言，如某公司符合以下說明，該公司即屬私人公司—

- (a) 該公司的章程細則—
  - (i) 限制成員轉讓股份的權利；
  - (ii) 將成員最高人數限於 50 人；及
  - (iii) 禁止邀請公眾人士認購該公司的任何股份或債權證；及
- (b) 該公司不屬擔保有限公司。

<sup>5</sup> **private company (私人公司)** means for the purpose of the Companies Ordinance (Cap.622), a company is a private company if—

- (a) its articles—
  - (i) restrict a member's right to transfer shares;
  - (ii) limit the number of members to 50; and
  - (iii) prohibit any invitation to the public to subscribe for any shares or debentures of the company; and
- (b) it is not a company limited by guarantee.

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

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；  
a director of the Vendor, or a parent, spouse or child of such a director;
- (b) 該人是賣方的經理；  
a manager of the Vendor;
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；  
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

- (d) 該人是賣方的有聯繫法團或控權公司；  
an associate corporation or holding company of the Vendor;
- (e) 該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或  
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director;  
or
- (f) 該人是上述有聯繫法團或控權公司的經理。  
a manager of such an associate corporation or holding company.

本人/吾等/本法團特此聲明上述提供資料正確及完整。  
I/We hereby declare that the above information is accurate and complete.

本人/吾等/本法團茲進一步承諾如本人/吾等/本法團在簽立上述物業的正式買賣合約或之前就上述情況有任何改變，本人/吾等/本法團將以書面通知 貴公司。

I/We hereby further undertake to notify you in writing of any change of the above information on or prior to my/our signing of the formal Agreement for Sale and Purchase of the above property.

---

買方簽署 Signature(s) of the Purchaser

日期 Date :

**Acknowledgement Letter for Viewing of Residential Property**  
**住宅物業參觀確認函**

Vendor  
賣方: CHEONG MING INVESTMENT CO., LIMITED  
昌明置業有限公司

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Development  
發展項目: Bisney Crest, No.57 Bisney Road,  
Hong Kong  
香港碧荔道 57 號碧麗軒

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Specified Residential Property  
指明住宅物業: Unit-[ ] / House  
單位-[ ] / 洋房

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Name(s) of Tenderer / Purchaser  
投標者 / 買方姓名:

---

Tenderer's / Purchaser's  
Identification Document No(s).  
投標者 / 買方的身份證明文件號碼:

---

Residential address of Tenderer / Purchaser  
投標者 / 買方的住址:

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Tenderer's / Purchaser's Company  
Registration No.  
投標者 / 買方公司註冊編號:

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Registered office of Tenderer / Purchaser  
投標者 / 買方的註冊地址:

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Date 日期:

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I/We, the undersigned, being the Tenderer / Purchaser hereby acknowledge and confirm that prior to my/our submission of the tender documents for the purchase of the Specified Residential Property :-

本人/吾等，下述簽署人，即投標者/買方，在本人/吾等投標以購買指明住宅物業之前，謹此知悉及確認以下事項：-

- (a) the Vendor has made the Specified Residential Property for viewing by me/us and I/we have viewed the Property on the date stated below; and  
賣方已開放指明住宅物業供本人/吾等參觀，且本人/吾等亦已參觀了指明住宅物業；及



## 附屬協議

賣方	昌明置業有限公司 (CHEONG MING INVESTMENT CO., LIMITED)
發展項目	碧麗軒 香港碧荔道 57 號
本物業	發展項目單位-____ / 洋房
買方	
買方之身份證明文件號碼	
買方之住址	
買方之公司註冊號碼	
買方之註冊辦事處地址	
日期	

附加於本協議之日或之前簽立的有關本物業的臨時買賣協議（「**該合約**」）的條款及條件，買賣雙方現同意以下條款：

1. 買方確認完全知悉賣方按《一手住宅物業銷售條例》（第 621 章）不時印製並供買方領取的發展項目的售樓說明書內「有關資料」部份中賣方披露的有關資料（「**有關資料**」）。買方聲明其已獲建議，在簽立該合約及本協議前尋求獨立法律意見及其他專業意見，並聘用合資格人士作實地視察及檢視所有在該合約、本協議及有關資料內提及之事宜及事項。買方進一步確認其已尋求獨立法律意見及完全知悉有關資料內涵蓋的事宜及事項的法律或其他後果。

2. 如有任何來自法庭的判決、通知、命令、要求、指示或類似文件要求對本物業或其任何部份進行工程，致使本物業不能在成交時以「現狀」交付予買方；或如就在土地註冊處登記為註冊摘要編號 UB243082 的分割契約（「分割契約」）有未解決之法律訴訟，賣方或買方有權在向對方或其代表律師發出至少 5 個工作日達至下述效果的書面通知後取消買賣。該買賣將在該通知期滿後取消，買方並有權獲退還已付予賣方的臨時訂金及其他款項（如有），但不含利息、費用或賠償，且買賣雙方須自費簽立一份取消協議，而雙方將不能向對方提出任何申索。
3. 如賣方收到任何來自任何人士、法團或政府或其他主管政府部門有關或源自有關資料及／或分割契約的查詢、通知、信件、命令、要求或類似文件，賣方有權在向買方或其代表律師發出至少 5 個工作日達至下述效果的書面通知後取消買賣。該買賣將在該通知期滿後取消，買方並有權獲退還已付予賣方的臨時訂金及其他款項（如有），但不含利息、費用或賠償，且買賣雙方須自費簽立一份取消協議，而雙方將不能向對方提出任何申索。
4. 在不影響買方根據該合約就本物業的業權提出質詢或反對的情況下，買方聲明及確認，儘管任何對分割契約的不遵從、有關資料及任何其他由賣方披露而可能影響本物業的業權的事項，買方及其業權繼承人及受讓人須放棄追討任何補償、賠償、或扣減本物業售價，且不要求延遲本物業買賣之成交。
5. 買方進一步放棄因任何對分割契約的不遵從、有關資料及任何其他由賣方披露的事項而蒙受的損失、損害或費用而對賣方提出申索的任何權利，賣方亦不須為任何工程或關乎有關資料及任何其他由賣方披露的事項或關乎對分割契約的不遵從，並在本物業買賣成交之前、當時或之後的修復工程或行爲（或與其有關的費用及開支）負責。
6. 本協議不會被任何有關買賣本物業的任何其後的協議取代。本協議在本物業買賣成交後將仍然有效。
7. 買方現承諾不會將本協議提交予土地註冊處作註冊。
8. 買方現亦承諾，在簽立任何有關買賣本物業的其後的協議時，如賣方要求，將會簽署一份條款與本協議大體上相同的附屬協議。

9. 儘管本協議的某條款看來是賦予任何非本協議一方的人士一項利益，非本協議一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本協議的任何條文或享有本協議的任何條文的利益。
  
10. 買方已就上述各項尋求獨立意見，包括獨立法律意見，並在簽署本協議前已完全知悉上述各項的法律後果。

由買方 (其身份已憑出示香港身份證 )  
(號碼： ) 證明 )  
簽署，並由以下人士見證： )

或

蓋上買方之印鑑，並由 )  
)  
(董事/由買方董事局之決議妥為授權之人 )  
士) 簽署，並由以下人士見證： )

由 )  
)  
代表賣方簽署 )

## Side Agreement

Vendor CHEONG MING INVESTMENT CO., LIMITED  
(昌明置業有限公司)

Development Bisney Crest  
No.57 Bisney Road, Hong Kong

Property Unit-\_\_\_\_ / House  
of the Development

Name(s) of Purchaser \_\_\_\_\_

Purchaser's Identification Document  
No(s). \_\_\_\_\_

Residential address of Purchaser \_\_\_\_\_

Purchaser's  
Company Registration No. \_\_\_\_\_

Registered office of Purchaser \_\_\_\_\_

Date \_\_\_\_\_

In addition to the terms and conditions of the preliminary agreement for sale and purchase of the Property (“**Contract**”) entered into on or before the date hereof, the Vendor and the Purchaser agreed on the following terms :

1. The Purchaser acknowledges that he is fully aware of the relevant information as disclosed by the Vendor and set out under the section “Relevant Information” in the sales brochure of the Development from time to time published by the Vendor pursuant to the Residential Properties (First-hand Sales) Ordinance (Cap.621) and made available to the Purchaser (“**Relevant Information**”). The Purchaser declares that he has been advised to seek independent legal and other

professional advice and to engage qualified person(s) to do site inspection and examine all the issues and matters mentioned in the Contract, this Agreement and the Relevant Information prior to the signing of the Contract and this Agreement. The Purchaser further acknowledges that he has sought independent legal advice and is fully aware of the legal or other consequences of the issues and matters covered in the Relevant Information.

2. If there is any judgment or notice or order or demand or direction or the like from the court requiring the carrying out of works to the Property or any part thereof so as to render the Property being not able to be delivered to the Purchaser on an "as is" basis upon completion of sale and purchase of the Property; or if there is unresolved court proceedings concerning the Deed of Partition registered in the Land Registry by Memorial No.UB243082 ("**Deed of Partition**"), either the Vendor or the Purchaser is entitled to cancel the sale and purchase by giving to the other party or his solicitors at least 5 working days' prior notice in writing to that effect, in which case the sale and purchase of the Property shall be cancelled on the expiry of such notice and the Purchaser is entitled to a return of the preliminary deposit and other sums of money (if any) already paid to the Vendor but without interest, costs or any compensation whereupon the Vendor and the Purchaser shall at their own costs and expenses enter into a cancellation agreement and neither party shall have any claim against the other.
3. If there is any enquiry, notice, letter, order, demand or the like received by the Vendor from any persons, corporations or the Government or other competent authority relating to or arising from the Relevant Information and/or the Deed of Partition, the Vendor is entitled to cancel the sale and purchase by giving to the Purchaser or his solicitors at least 5 working days' prior notice in writing to that effect, in which case the sale and purchase of the Property shall be cancelled on the expiry of such notice and the Purchaser is entitled to a return of the preliminary deposit and other sums of money (if any) already paid to the Vendor but without interest, costs or any compensation whereupon the Vendor and the Purchaser shall at their own costs and expenses enter into a cancellation agreement and neither party shall have any claim against the other.
4. Without prejudice to the Purchaser's right to raise requisition or object to the title of the Property under the Contract, the Purchaser declares and confirms that notwithstanding any possible non-compliance of the Deed of Partition, the Relevant Information and any other matters disclosed by the Vendor which may affect the title to the Property, the Purchaser and the Purchaser's successors in title and assigns shall waive any claim for compensation or damages or abatement in the purchase

price of the Property or delay in the completion of the sale and purchase of the Property under the Contract.

5. The Purchaser further waives any right to claim against the Vendor for any loss, damage or costs as a result of any non-compliance of the Deed of Partition, the Relevant Information and any other matters disclosed by the Vendor, and the Vendor shall not be held responsible for any works or for the remedial work or action relating to the Relevant Information and any matters disclosed by the Vendor or for non-compliance with the Deed of Partition at any time prior to, on or after completion of the sale and purchase of the Property, or for any costs and expenses of and incidental thereto.
6. This Agreement will not be superseded by any subsequent agreement in connection with the sale and purchase of the Property, and shall survive completion of sale and purchase of the Property.
7. The Purchaser hereby undertakes not to submit this Agreement to the Land Registry for registration.
8. The Purchaser hereby also undertakes that, upon the Vendor's request and at the time of execution of any subsequent agreement relating to sale and purchase of the Property, the Purchaser will sign a side agreement with provisions substantially the same as this Agreement.
9. Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.
10. The Purchaser has sought independent advice including independent legal advice in respect of the above and is fully aware of the legal implications thereof before signing of this Agreement.

SIGNED by the Purchaser (who having been )  
identified by the production of his/her/their )  
Hong Kong Identity Card(s) No(s). )  
 ) in the presence of :- )

**OR**

Affixed with the chop of the Purchaser and )  
SIGNED by )  
 )  
director(s) / person(s) duly authorized by the )  
resolution of the board of Directors of the )  
Purchaser in the presence of :- )

SIGNED by )  
 )  
 )  
for and on behalf of the Vendor )