

TENDER DOCUMENT

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

Tenders are invited for the purchase of the following property:-

House 1 of "45 Tai Tam Road", No. 45 Tai Tam Road, Hong Kong

(unless previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled **"Public Tender For 45 Tai Tam Road"** placed at Ground Floor, "99 Bonham", 99 Bonham Strand, Sheung Wan Hong Kong in a plain envelope and clearly marked **"45 Tai Tam Road"**.

Vendor:	Tania Development Limited (prior to 2 July 2024) Suite 3201, Gloucester Tower, The Landmark, Hong Kong (with effect from 2 July 2024) Suite 1218, 12 th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong
Vendor's solicitors:	Mayer Brown 16 th – 19 th Floors, Prince's Building, 10 Chater Road, Central, Hong Kong Mr Wayne Cheng Fax: 2103 5938 Email: wayne.cheng@mayerbrown.com
Vendor's agent:	Flora Tai Property Consultants Limited Enquiry Hotline: 2861 1600

PART 1: TENDER NOTICE

1. Definitions

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

“Acceptance Period”	means the period between the commencement date of submission of tender and the date which is the fifth working day after the closing of tender (both dates inclusive).
“Agreement”	means the Agreement for Sale and Purchase of the Property to be executed by the Vendor and the Purchaser, the form of which is contained in the Annex hereto.
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice.
“Offer Form”	means the Offer Form set out in Part 2 of this Tender Document.
“Property”	means House 1 of "45 Tai Tam Road", No. 45 Tai Tam Road, Hong Kong.
“purchase price”	means the purchase price specified in the Offer Form.
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
"Sales Arrangements"	means the Information on Sales Arrangements issued by the Vendor (including the revision thereof) applicable to the Property
“Tender Closing Time”	means the tender closing time and date specified in the Sales Arrangements;
“Tender Commencement Time”	means the tender commencement time and date specified in the Sales Arrangements;
“Tender Document”	means this Tender Document (comprising Part 1 and Part 2 but does not include the Annex);
“Tender Period”	means the period between the Tender Commencement Time and the Tender Closing Time;
“Tenderer”	means the person who is specified in the Offer Form as the tenderer;
“Vendor”	means Tania Development Limited;
“Vendor’s solicitors”	means Mayer Brown.

2. Procedures of Tender

- 2.1 The Vendor invites tenders for the purchase of the Property on the terms and conditions contained in the Agreement.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Time, accepts any tender submitted.

- 2.4 The Vendor 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).
- 2.5 The Vendor reserves the right to adjust the Tender Closing Time. Any adjustment of the Tender Closing Time will be posted at Ground Floor, "99 Bonham", 99 Bonham Strand, Sheung Wan Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 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. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier order(s)
 - (1) One or more cashier order(s) in the aggregate amount of 5% of the purchase price and made payable to "**MAYER BROWN**" issued by a bank duly licensed under section 16 of the Banking Ordinance representing the initial deposit payable upon issuance of the Letter of Acceptance by the Vendor (the "**Initial Deposit Cashier Order(s)**").
 - (2) One or more cashier order(s) in the aggregate amount of further 5% of the purchase price and made payable to "**MAYER BROWN**" issued by a bank duly licensed under section 16 of the Banking Ordinance representing the further deposit payable upon signing of the Agreement (the "**Further Deposit Cashier Order(s)**").
 - (ii) Tenderer's identification document

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

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.
 - (iii) Intermediary's licence (if applicable)

Copy of licence of the estate agent appointed by Tenderer.
 - (iv) Documents in Annex, duly signed and completed by the Tenderer
 - (1) Agreement (in duplicate) (*Please complete Schedules 1 and 4 but do not date the Agreement*)
 - (2) Warning to Purchasers
 - (3) Acknowledgement Letter regarding Stamp Duty
 - (4) Acknowledgement Letter Regarding Furniture
 - (5) Vendor's Information Form
 - (6) Personal Information Collection Statement

Please do NOT date any of the documents mentioned in this sub-paragraph (iv).
 - (b) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**45 Tai Tam Road**"; and

- (c) placed in the Tender Box labelled “**Public Tender For 45 Tai Tam Road**” placed at Ground Floor, “99 Bonham”, 99 Bonham Strand, Sheung Wan Hong Kong during the Tender Period.
- 2.8 All cashier order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, then, immediately upon issuance of the Letter of Acceptance by the Vendor, the Initial Deposit Cashier Order(s) referred to in paragraph 2.7(b)(i)(1) will be treated as the initial deposit towards and applied in part payment of the purchase price. All other cashier orders will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.
- 2.9
- (a) The Tenderer must sign the Offer Form, the Agreement 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, representative, 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 orders.
- 2.10
- (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 and signing of Agreement

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the “**Letter of Acceptance**”) personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 3.3 The Letter of Acceptance will be accompanied with one counterpart of the Agreement (signed by the Vendor, dated no later than the end of the Acceptance Period, and with the original floor plans of the Property annexed thereto).
- 3.4 The Tenderer acknowledges, confirms and agrees that (a) as specified in the Agreement in the form contained in the Annex hereto, the successful Tenderer (that is the Purchaser) shall pay further 5% of the purchase price as further deposit immediately upon signing of the Agreement; (b) the Further Deposit Cashier Order(s) referred to in paragraph 2.7(b)(i)(2) will be treated as such further deposit towards and applied in part payment of the purchase price; and (c) the Vendor shall have full right, power and authority to use and apply the Further Deposit Cashier Order(s) for payment and settlement of such further deposit immediately upon signing of the Agreement by the Vendor as referred to in paragraph 3.3 above.

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, Flora Tai Property Consultants Limited (Enquiry Hotline: 2861 1600).

- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 4.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to, the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 4.4 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

[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 Agreement.

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, a binding agreement (i.e. the Agreement) between the Vendor and me/us for the sale and purchase of the Property will be made and I/we will be bound by the terms and conditions of the Agreement.

3. Address for receipt of the Letter of Acceptance and the Agreement

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance, the Agreement and/or return of cashier orders. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

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

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.**
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

5. I/We authorize the Vendor to complete the particulars (now in blank) in the Agreement and 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 - Purchase price</i>			
Purchase price (HK\$)			
Cashier order	Amount (HK\$)	Bank	Cashier order no.

<i>Section 3 - Intermediary (if any)</i>	
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 Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Agreement.

<i>Section 4 - Viewing of the Property (Please tick either one)</i>	
<input type="checkbox"/>	The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property.
<input type="checkbox"/>	I/We understand that I/we have the right to view the Property before submission of the tender and the Vendor has made the Property available for viewing by me/us, however, I/we have decided not to do so.

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

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

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

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

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

Section 6 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.7 of the Tender Notice):-

- 1. ☐ Tender Document (without the Annex) with the Offer Form completed and signed
- 2. ☐ Cashier order(s)
- 3. ☐ Tenderer’s identification documents
- 4. ☐ Intermediary’s licence (if applicable)
- 5. Documents in Annex, duly signed and completed by the Tenderer:
 - (1) ☐ Agreement (in duplicate) *(with Schedules 1 and 4 completed but do not date the Agreement.)*
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Acknowledgement Letter regarding Stamp Duty (undated)
 - (4) ☐ Acknowledgement Letter Regarding Furniture (undated)
 - (5) ☐ Vendor’s Information Form (undated)
 - (6) ☐ Personal Information Collection Statement (undated)

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

We declare and agree as follows:-

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

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

Section 8 - Signature of the Tenderer and witness

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

(Note: The Offer Form and the Agreement must be signed by ALL of the Tenderers if there are more than one Tenderer(s). If the Tenderer is a company, the Offer Form and the Agreement 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]

[End of the Tender Document]

招標文件

公開招標承投購買物業

現招標承投購買以下物業，即：

香港大潭道 45 號「大潭道 45 號」1 號洋房

(但若在招標截止時間之前物業已被撤回或出售則除外)

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「45 Tai Tam Road」，放入位於香港上環文咸東街 99 號"99 號寶恒酒店"地下擺放的標示為「大潭道 45 號公開招標」的投標箱內。

賣方：	Tania Development Limited (2024 年 7 月 2 日之前)香港中環畢打街 11 號置地廣場告羅士打大廈 3201 室 (由 2024 年 7 月 2 日開始)香港中環遮打道 10 號太子大廈 12 樓 1218 室
賣方律師：	孖士打律師行 香港中環遮打道 10 號太子大廈 16-19 樓 鄭國偉律師 傳真：2103 5938 電郵地址: wayne.cheng@mayerbrown.com
賣方代理人：	戴物華物業顧問有限公司 查詢熱線：2861 1600

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

「承約期間」	指由遞交投標書的首日至招標截止日期後的第 5 個工作日(包括首尾兩日)。
「買賣合約」	指賣方與買方擬簽訂的該物業的買賣合約，其格式見於附件中。
「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。
「該物業」	指香港大潭道 45 號「大潭道 45 號」1 號洋房。
「樓價」	指要約表格中訂明的樓價。
「買方」	指中標者，其對該物業的投標書獲得賣方接納。
「銷售安排」	指賣方發出的適用於該物業的銷售安排文件(包括其修訂)。
「招標截止時間」	指銷售安排中指明的招標截止日期及時間；
「招標開始時間」	指銷售安排中指明的招標開始日期及時間；
「招標文件」	指本招標文件（由第 1 部份及第 2 部份組成，但不包括附件）。
「招標期間」	指招標開始時間至招標截止時間的期間；
「投標者」	指要約表格中訂明為投標者的人士。
「賣方」	指 Tania Development Limited。
「賣方律師」	指孖士打律師行。

2. 招標程序

- 2.1 賣方現按照載於買賣合約的條款及細則招標承投購買該物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止時間之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方亦保留權利在接受任何投標書之前的任何時間撤回該物業不予出售，或將該物業或其任何部份以任何方法（包括但不限於私人協約、投標及拍賣）售予任何人。
- 2.5 賣方保留權利更改招標截止時間。任何更改招標截止時間的通知會張貼於香港上環文咸東街 99 號"99 號寶恒酒店"地下。賣方無須就更改招標截止時間另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。

2.7 投標書必須：

(a) 採用本招標文件之格式，並填妥及簽署要約表格 (即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；

(b) 連同以下文件：

(i) 銀行本票

(1) 一張或多張銀行本票，總金額為樓價的 5%，抬頭寫「孖士打律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，作為賣方發出接納書時應付的首期按金（「**首期按金本票**」）。

(2) 一張或多張銀行本票，總金額為樓價的另外 5%，抬頭寫「孖士打律師行」，銀行本票須由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，作為簽署買賣合約時應付的加付按金（「**加付按金本票**」）。

(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）

投標者委託的地產經紀的牌照複印本。

(iv) 由投標者填妥並簽署的附件的文件

(1) 買賣合約（一式兩份）（請填妥附表 1 及附表 4，但不要填上買賣合約的日期）

(2) 對買方的警告

(3) 關於印花稅的確認書

(4) 關於傢俱的確認書

(5) 賣方資料表格

(6) 個人資料收集聲明

請不要於本第(iv)分段所述的任何文件內填上日期。

(b) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**大潭道 45 號**」；及

(c) 於招標期間放入位於香港上環文咸東街 99 號"99 號寶恒酒店"地下擺放的標示為「**大潭道 45 號公開招標**」的投標箱內。

2.8 在賣方對收到的投標書作出決定前，所有銀行本票均不會予以兌現。如某份投標書獲接納，則在賣方發出接納書後，第 2.7(b)(i)(1) 段所述的首期按金本票將隨即視作首期訂金，以支付樓價的部份款項。所有其他銀行本票將於承約期間屆滿後起計 14 天內，按投標書所載地址以專人送達、或通過郵遞方式退還落選投標者。

2.9 (a) 投標者須親身簽署要約表格、買賣合約及其他文件（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、代表、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) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票的地址。
- 2.10 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的投標表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標公告的程序一經遞交，投標者即不可撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。
- (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

3. 接受投標及簽署買賣合約

- 3.1 投標書如獲接納，中標者即成為該物業之買方。
- 3.2 買方會在承約期間屆滿之前獲通知其投標書已被接納，通知信函會按要約表格指明的香港通訊地址以專人送達、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个工作日視為已經正式收到。
- 3.3 信函會附上一份買賣合約（由賣方簽署及填上承約期間屆滿之前的日期，及附上該物業的平面圖的正本）。
- 3.4 投標者知悉、確認並同意 (a) 按照附件所載的買賣合約的形式規定，中標的投標者（即買方）應於簽署買賣合約時立即支付樓價的另外 5%作為加付按金； (b) 第 2.7(b)(i)(2) 段所述的加付按金本票將視作加付按金，以支付樓價的部份款項；及(c)賣方擁有完全權利、權力和授權，可在賣方簽署上文第 3.3 段所述的買賣合約後立即存入加付按金本票以支付該加付按金。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該物業的一般問題，而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡賣方的代理人戴物華物業顧問有限公司(查詢熱線: 2861 1600)。
- 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買賣合約的一部份。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買賣合約所列出的任何條款或條件。
- 4.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

[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該物業，並受本招標文件及買賣合約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，將構成一份賣方與本人／我們之間就買賣該物業有效的協議（即買賣合約），本人／我們須遵守買賣合約中的條款及細則。

3. 收取接納書及買賣合約的地址

本人／我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書及買賣合約及退回銀行本票的地址。接納書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／我們現聲明、陳述及保證如下：

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

5. 本人／我們授權賣方完成買賣合約及連同本招標文件遞交的文件中的細節（現在留白）。

要約表格的附表

(由投標者填寫)

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

第2節- 樓價			
樓價 (HK\$)			
銀行本票	金額 (HK\$)	銀行	本票編號

第3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	
<p><u>關於中介人的聲明（僅於有指明中介人時適用）</u></p> <p>本人／我們確認及聲明中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據買賣合約進行。</p>	

第4節- 參觀該物業（請剔其中一項）	
<input type="checkbox"/>	賣方已開放該物業供本人／我們參觀，且本人／我們已參觀過該物業。
<input type="checkbox"/>	本人／我們明白本人／我們有權在遞交投標書之前參觀該物業，而賣方已開放該物業供本人／我們參觀，但本人／我們決定不參觀。

第5節– 與賣方關係的聲明 (*請剔適用者)

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

(如有以下情況，某人即屬賣方的「有關連人士」：

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

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

第6節– 遞交清單

以上文件連同本招標文件遞交（詳情見招標公告第 2.6 段）：

- 1. ☐ 招標文件（沒有附件）及要約表格已填妥及簽署
- 2. ☐ 銀行本票
- 3. ☐ 投標者的身份證明文件
- 4. ☐ 中介人的牌照（如適用）
- 5. 由投標者填妥並簽署的附件的文件：
 - (1) ☐ 買賣合約（一式兩份）（請填妥附表 1 及附表 4，但不要填上買賣合約的日期）
 - (2) ☐ 對買方的警告(未有填上日期)
 - (3) ☐ 關於印花稅的確認書(未有填上日期)
 - (4) ☐ 關於家具的確認書(未有填上日期)
 - (5) ☐ 賣方資料表格(未有填上日期)
 - (6) ☐ 個人資料收集聲明(未有填上日期)

第7節 – 關於公司投標者的聲明（不適用於個人投標者）

我們聲明並同意如下：

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

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

第 8 節 – 投標者及見證人的簽署

本人／我們，即投標者，已閱讀整份招標文件及附件中的文件，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及買賣合約的條款及細則。

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

投標者簽署：

X

見證人簽署：

X

獲授權人士的名稱（如投標者為公司）：

見證人名稱：

日期：

[第 2 部份：要約表格完]
[招標文件完]

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. 該物業的買賣合約（一式兩份） #
Agreement for Sale and Purchase of the Property (in duplicate) #
2. 對買方的警告 #
Warning to Purchasers #
3. 關於印花稅的確認書 #
Acknowledgement Letter regarding Stamp Duty #
4. 關於傢俱的確認書 #
Acknowledgement Letter Regarding Furniture #
5. 關於該物業的賣方資料表格 #
Vendor's Information Form relating to the Property #
6. 個人資料收集聲明 #
Personal Information Collection Statement #
7. 贈品、財務優惠或利益的列表
List of gift, or financial advantage or benefit
8. 律師收費表
Legal fees and disbursements table

Dated the _____ day of _____ 20____

AGREEMENT FOR SALE AND PURCHASE

of

House 1, "45 Tai Tam Road",
No. 45 Tai Tam Road, Hong Kong

MAYER | BROWN
好士打

IYCW/WKWC/14453969 (House 1)

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 13 September 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 comprising, inter alia, 7 houses, parking spaces and common areas and facilities that has been constructed or in the course of being constructed on the land known as “45 Tai Tam Road (大潭道 45 號)”;
 - (d) “Government Grant” means the Government Grant document specified in Schedule 2;
 - (e) “land” means all that piece or parcel of land registered in the Land Registry as Rural Building Lot No. 442;
 - (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 and includes a Temporary Occupation Permit;
 - (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;
 - (i) “Temporary Occupation Permit” means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance for the Development or any part thereof comprising the Property to be occupied; and
 - (j) “Vendor’s Solicitors” means Messrs. Mayer Brown.

- (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 TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development 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 as stakeholders 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.

Duty of Solicitors	4.	The Vendor's Solicitors, unless the Purchaser exercises the right under clause 12(1)(c) hereof to instruct his own solicitors, shall be the solicitors acting also for the Purchaser and, as evidenced by their preparation of this Agreement and attending the execution thereof by the Purchaser, shall owe to the Purchaser the same duty of care of solicitors as if they had been independently instructed by the Purchaser to act for him in relation to the purchase.
Completion	5.	The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before the _____ day of _____.
		(Remark: the completion date shall be within two months from the date of this Agreement.)
Possession	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 or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant.
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>(a) 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>(b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.</p> <p>(c) 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> <p>(d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.</p>
Requisition on title	9.	(1) Subject to clause 13(2) and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

	(2)	If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.
Government Grant, easements 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.	If the Property was available for viewing by the Purchaser prior to the signing of this Agreement, then subject to clause 26, 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.
Rights of Purchaser	12.	<p>(1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-</p> <p>(a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;</p> <p>(b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;</p> <p>(c) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).</p> <p>(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given</p>

over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

- | | | |
|--------------------------------------|-----|--|
| Cancellation of Agreement | (3) | In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of 10% of the total purchase price of the Property as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement. |
| Good title | 13. | <p>(1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.</p> <p>(2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.</p> |
| Documents of title | 14. | <p>(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.</p> <p>(2) The provision of clause 14(1) shall survive completion of the sale and purchase by the Assignment.</p> |
| Costs and disbursements of Agreement | 15. | <p>(1) Subject to the provisions of clause 12(1)(c), all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and paid by the Purchaser, and in the event that the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him:-</p> <p>(a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval, and</p> <p>(b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement, and</p> <p>(c) if the consideration mentioned in the subsequent Assignment is higher than the purchase price herein mentioned, the Purchaser shall on completion pay all extra costs charged by the Vendor's Solicitors for approving the subsequent Assignment.</p> |

Stamp duty, etc.

- (2) All registration fees payable on the provisional agreement or this Agreement (if any) and the Assignment shall be borne and paid by the Purchaser.
- (3) The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (5) The 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) All stamp duty (which includes any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance), and registration fees payable on the provisional agreement, this Agreement, any subsequent nomination and other chargeable agreement for sale (if any) and the subsequent Assignment shall be borne and paid by the Purchaser, who shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments 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) Should the Vendor be required to pay any stamp duty or penalty 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 in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.
- (8) If the Purchaser sub-sells the Property, transfers the benefit of this Agreement or otherwise disposes of any interest in the Property prior to the completion of the sale and purchase under this Agreement, all stamp duty including buyer's stamp duty, special stamp duty and additional stamp duty arising from such sub-sale, transfer or disposition shall be borne and paid by the Purchaser.
- (9) Upon the Vendor's request, the Purchaser shall provide evidence of payment of all stamp duty payable under sub-clause (8) to the satisfaction of the Vendor before the execution of the Assignment(s) of the Property by the Vendor. If the Purchaser shall fail to do so, the Purchaser shall pay as security to the Purchaser's solicitors (as stakeholders) a sum equivalent to the amount of the stamp duty payable, such sum (i) to be repaid to the Purchaser only after the Purchaser provides evidence satisfactory to the Vendor that all such stamp duty has been fully and punctually paid, or (ii) to be applied by the Purchaser's solicitors towards the payment of the stamp duty so payable.
- (10) The Purchaser agrees to indemnify the Vendor and keep the Vendor fully indemnified against all losses, damages, claims, proceedings, costs and expenses (including without limitation legal costs and expenses) and penalties which the Vendor may suffer or incur through, arising from or in connection with any breach of the Purchaser of this clause.

- (11) The costs of and incidental to the preparation and delivery to the Purchaser of certified copies of documents in the Vendor's possession relating as well to the Property as to other properties retained by the Vendor shall be borne and paid by the Purchaser.
- (12) For the purpose of this clause, "Stamp Duty Ordinance" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
- (13) The provisions of this clause shall survive completion of the sale and purchase of the Property.

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) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.
- (2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale 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 Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.
- (3) On the Vendor exercising its right of rescission to 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 rescind and/or annul the sale and purchase of the Property (which shall be sufficient to 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 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.

- (4) Nothing in this Agreement shall be construed as to prevent the Vendor from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the Vendor may have sustained by reason of the breach of this Agreement by the Purchaser.

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.	The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) registered in the Land Registry by Memorial No. 19092402330231.
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 above mentioned Deed of Mutual Covenant and Management Agreement (if any) 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.	<p>(1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.</p> <p>(2) Before the Purchaser is entitled to possession of the Property the Purchaser shall:-</p> <p>(a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and</p> <p>(b) pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.</p> <p>Provided That if any of the deposits and advance payments mentioned in this sub-clause (2) and the other relevant special fund and fees has already been paid by the Vendor to the manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Development) upon completion of the sale and purchase of the Property, whether or not such deposits, advance payments, special fund or fees are transferable or refundable under the Deed of Mutual Covenant.</p>
Registration	22.	This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.
No further mortgage by Vendor	23.	The Vendor shall not after the execution of this Agreement enter into any further mortgage or charge of the Property or any other part of the land or the Development.
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	<p>25. Any notice required to be given under this Agreement –</p> <p>(a) is deemed to have been validly given to a party if –</p> <p>(i) the notice is addressed to the party; and</p> <p>(ii) the notice is sent by ordinary prepaid post to –</p> <p>(A) the party's address stated in this Agreement; or</p> <p>(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</p> <p>(b) is deemed to have been served on the second business day after the date of posting.</p>
Warranties	<p>26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –</p> <p>the fittings, finishes and appliances as set out in Schedule 6.</p> <p>(2) The communal and recreational facilities are as follows –</p> <p>Nil.</p> <p>(3) The Vendor warrants –</p> <p>(a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;</p> <p>(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</p> <p>(c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).</p>
Remedy of Defects	<p>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.</p>
Maintenance Obligations	<p>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.</p>
Winding up of vendor	<p>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.</p>

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..
- Covenants in Assignment 32. There shall be incorporated in the subsequent Assignment (inter alia) the covenants in substantially the following terms :-
- “(a) The Purchaser hereby expressly 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 his executors, administrators, successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall :-
- (i) pay all stamp duty or additional stamp duty or further stamp duty due and payable on or relating to this sale and purchase, or special stamp duty chargeable under the Stamp Duty Ordinance, as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region (collectively, the “Stamp Duty”);
 - (ii) indemnify and keep the Vendor indemnified against any loss and damage suffered by the Vendor resulting from any delay or default in payment of the Stamp Duty;
 - (iii) 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 in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 4% per annum over and above the prime or best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment 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.”
- “(b) The Purchaser hereby covenants with the Vendor to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under and from the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns that :-
- (i) the Covenanting Purchaser will on ceasing to be the owner of the Property notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement) in writing of any change of ownership of the Property;
 - (ii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant and Management Agreement as if the same terms and covenants on the part of the First Assignee set out therein are made directly by the Covenanting Purchaser;

- (iii) that the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; 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(s) or assignee(s) thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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 aforesaid covenants (i), (ii) and (iii) which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser(s) or assignee(s) shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) as aforesaid.”

“(c) The Purchaser covenants with the Vendor for itself and as agent for Tania Development Limited (“the Company” which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and 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 Covenanting Purchaser”) and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company 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 rights conferred on the Company 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
- (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 similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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) and (iii) hereinbefore contained.”

- | | |
|-------------------------|--|
| Marginal Notes | 33. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement. |
| Certificate of value | 34. It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds: Not applicable. |
| Stamp Duty Ordinance | 35. 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. |
| Rights of Third Parties | <p>36. (1) Subject to the provisions of sub-clauses (2) and (3) below, the Vendor and the Purchaser do not intend any term of this Agreement to be enforceable by any person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Agreement shall be excluded from the application of the CRTPO.</p> <p>(2) Sub-clause (1) shall only apply and a term of this Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).</p> <p>(3) If any term of this Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (2) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-</p> <p style="padding-left: 40px;">(a) this Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Agreement; and</p> <p style="padding-left: 40px;">(b) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (3)(a) above.</p> |

SCHEDULE 1

Parties

(a) Vendor: **TANIA DEVELOPMENT LIMITED** whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (Company No. F0017524 and Business Registration No. 51982039)

(b) Purchaser:

Name(s):

Identification Document No.: *(please specify the type of document)*

*Business Registration No.:

*Address / Registered office:

As *sole owner / joint tenants / tenants in common * in equal shares / in the following shares, namely:

For the purposes of this Agreement, the “Purchaser” shall include his executors and administrators.

(* *Delete if not applicable*)

SCHEDULE 2

Government Lease dated 19 December 1951 (as varied and/or modified by (i) a Modification Letter dated 8 August 2008 and registered in the Land Registry by Memorial No.08081300950053 (the “First Modification Letter”); (ii) a No-Objection Letter dated 14 September 2015 and registered in the Land Registry by Memorial No. 15091602330010 (the “No-Objection Letter”); and (iii) a Modification Letter dated 14 September 2015 and registered in the Land Registry by Memorial No.15091602330025 (the “Second Modification Letter”)), the particulars of which are as follows -

- (a) Parties : Lo Man Wai of the one part and Lord George VI of Great Britain Ireland and the British Dominions, of the other part
- (b) Date : 19 December 1951
- (c) Term : 75 years from 31 March 2016 upon the expiration of the original term of 75 years from 31 March 1941
- (d) User : Private residential purposes
- (e) Lot Number: Rural Building Lot No. 442

SCHEDULE 3

Part A Property

ALL THOSE 7,859 equal undivided 55,126th parts or shares of and in the land which for the purposes of identification is shown on the Site Plan attached hereto and thereon coloured Pink and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as HOUSE 1 of the Development (as shown on the Floor Plan(s) hereto attached and thereon coloured Pink).

Part B Measurements

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 445.122 square metres/ 4,791 square feet of which-
6.002 square metres/ 65 square feet is the floor area of the balcony; and
- (b) other measurements are –
 - the area of the garden is 86.654 square metres/ 932.744 square feet;
 - the area of the parking space is 56.299 square metres/ 606.002 square feet;
 - the area of the roof is 92.720 square metres/ 998.038 square feet;
 - the area of the stairhood is 5.995 square metres/ 64.530 square feet; and
 - the area of the terrace is 5.261 square metres/ 56.629 square feet.

SCHEDULE 4

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

- (a) 5% of the purchase price in the amount of HK\$_____ has been paid as initial deposit prior to the signing of this Agreement;
- (b) 5% of the purchase price in the amount of HK\$_____ has been paid as the further deposit upon the signing of this Agreement;
- (c) 90% of the purchase price (the balance of the purchase price) shall be paid on or before completion.

SCHEDULE 5

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

- | | | | |
|-----|-----|---|----------------------------------|
| (a) | (1) | Name of the Vendor –
Address/Registered Office of the Vendor – | See Schedule 1
See Schedule 1 |
| | (2) | Name of the Purchaser -
Address/Registered Office of the Purchaser – | See Schedule 1
See Schedule 1 |
| (b) | (1) | Identification Number of the Vendor – | See Schedule 1 |
| | (2) | Identification Number of the Purchaser – | See Schedule 1 |
| (c) | (1) | Business Registration Number of the Vendor – | See Schedule 1 |
| | (2) | Business Registration Number of the Purchaser – | See Schedule 1 |
| (d) | | Description and location of the Property – | See Schedule 3 |
| (e) | | The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117) | |
| (f) | | Date of this Agreement – | See page 1 |
| (g) | | This Agreement was not preceded by any preliminary agreement for sale and purchase on the same terms made between the Vendor and the Purchaser. | |
| (h) | | The agreed date for the Conveyance on Sale or Assignment of the Property is set out in clause 5 hereof. | |
| (i) | | There is an agreed consideration for the Conveyance 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 of the Property pursuant to this Agreement (excluding legal expenses and estate agent's commission). | |

SCHEDULE 6

Fittings, Finishes and Appliances

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

2. Interior finishes		2. 室內裝修物料	
House 1		1號洋房	
Item	Description	細項	描述
(a) Lobby	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring and painted timber skirting. - Suspended gypsum board ceiling finished with emulsion paint. - Emulsion paint to exposed surfaces for wall. 	(a) 大堂	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材及漆面木牆腳線 - 石膏板假天花髹乳膠漆 - 牆身外露部分髹乳膠漆
(b) Internal Wall and Ceiling	<p>Internal Wall</p> <ul style="list-style-type: none"> - Internal walls of Living Room, Dining Room and Bedrooms are finished with emulsion paint. <p>Internal Ceiling</p> <ul style="list-style-type: none"> - Internal ceilings of Living Room and Dining Room are suspended gypsum board and timber finished with emulsion paint. - Internal ceilings of Bedrooms are suspended gypsum board finished with emulsion paint. 	(b) 內牆及天花板	<p>內牆</p> <ul style="list-style-type: none"> - 客廳，飯廳及睡房牆身髹乳膠漆 <p>天花板</p> <ul style="list-style-type: none"> - 客廳，飯廳石膏板及木假天花髹乳膠漆 - 睡房石膏板假天花髹乳膠漆
(c) Internal Floor	<p>Living Room and Dining Room</p> <ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring and painted timber skirting. <p>Bedrooms</p> <ul style="list-style-type: none"> - Timber to exposed surfaces for flooring and painted timber skirting. 	(c) 內部地板	<p>客廳和飯廳</p> <ul style="list-style-type: none"> - 地板外露部分鋪天然石材及漆面木牆腳線 <p>睡房</p> <ul style="list-style-type: none"> - 地板外露部分鋪木材及漆面木牆腳線
(d) Bathroom	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring. Powder Room, Bathrooms 1, 2, 3, 5 and Master Bathroom - Natural stone, mirror and metal trim to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board and timber ceiling finished with emulsion paint. <p>Bathroom 4</p> <ul style="list-style-type: none"> - Natural stone to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board ceiling finished with emulsion paint. 	(d) 浴室	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材 <p>化妝室，浴室1，2，3，5及主人浴室</p> <ul style="list-style-type: none"> - 牆身外露部分鋪天然石材，鏡及金屬線框 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板及木假天花髹乳膠漆 <p>浴室4</p> <ul style="list-style-type: none"> - 牆身外露部分鋪天然石材 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板假天花髹乳膠漆
(e) Kitchen	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring. - Natural stone to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board and timber ceiling finished with emulsion paint. - Cooking bench is finished with natural stone. 	(e) 廚房	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材 - 牆身外露部分鋪天然石材 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板及木假天花髹乳膠漆 - 灶台採用天然石材

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(a) Doors	<p>Basement Carport Entrance Door (Facing Driveway)</p> <ul style="list-style-type: none"> - Solid core fire resisting timber door fitted with timber door frame, architrave, lockset and door closer. <p>Basement Carport Entrance Door (Facing Lift Lobby)</p> <ul style="list-style-type: none"> - Solid core fire resisting timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Ground Floor Main Entrance Door</p> <ul style="list-style-type: none"> - Solid core timber double door fitted with timber door frame, architrave and lockset. <p>Kitchen Door</p> <ul style="list-style-type: none"> - Painted finish solid core fire resisting timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Bedroom Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. <p>Powder Room Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and door closer. <p>Bathroom 1, 2, 3, 5 Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and hook. <p>Bathroom 4 Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and concealed overhead door restraining stay. <p>Master Bathroom Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. 	(a) 門	<p>地庫停車場入口門 (向車路)</p> <ul style="list-style-type: none"> - 實心防火木門配木門框，封邊線，裝設門鎖及氣鼓。 <p>地庫停車場入口門 (向升降機大堂)</p> <ul style="list-style-type: none"> - 實心防火木門配木門框，封邊線，裝設手柄及氣鼓。 <p>地下大門</p> <ul style="list-style-type: none"> - 雙實心木門配木門框，封邊線，裝設門鎖。 <p>廚房門</p> <ul style="list-style-type: none"> - 漆面實心防火木門配木門框，封邊線，裝設手柄及氣鼓。 <p>睡房門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。 <p>化妝室門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及氣鼓。 <p>浴室1, 2, 3, 5門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及門勾。 <p>浴室4門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及門頂暗裝門止。 <p>主人浴室門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(a) Doors	<p>Lobby to Basement Staircase and Utility Area Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Utility 1, 2 and Basement Staircase Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. <p>Plant Room Door (Electrical Switch Room)</p> <ul style="list-style-type: none"> - Stainless steel framed marble door and lockset. <p>G/F, Balcony and Roof Glass Door</p> <ul style="list-style-type: none"> - Glazed door with aluminium door frame with flourocarbon coating and lockset. <p>Booster Pump Room Door</p> <ul style="list-style-type: none"> - Aluminium door with aluminium door frame with flourocarbon coating and lockset. 	(a) 門	<p>大堂通往地庫樓梯及工作間門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設手柄及氣鼓。 <p>工作間1, 2及地庫樓梯底門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。 <p>機房門（電掣房）</p> <ul style="list-style-type: none"> - 雲石門配不銹鋼門框，裝設門鎖。 <p>地下，露台及天台玻璃門</p> <ul style="list-style-type: none"> - 氟化碳噴塗鋁框玻璃門，裝設門鎖。 <p>加壓水泵房門</p> <ul style="list-style-type: none"> - 氟化碳噴塗鋁框鋁門，裝設門鎖。

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(b) Bathroom	<p>Powder Room</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, vitreous china wash basin, vitreous china water closet and chrome colour paper holder.</p> <p>Bathroom 1</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1524mmL x 813mmW x 533mmD), chrome colour towel bar, chrome colour paper holder and glass door with metal handle.</p> <p>Bathroom 2</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and bath set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1524mmL x 762mmW x 483mmD), chrome colour towel bar and chrome colour paper holder.</p> <p>Bathroom 3</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and shower set, vitreous china wash basin, vitreous china water closet, chrome colour paper holder and glass door with metal handle.</p> <p>Bathroom 4</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and shower set, vitreous china wash basin, vitreous china water closet, chrome colour towel bar, chrome colour paper holder, chrome colour hook and glass door with metal handle.</p>	(b) 浴室	<p>化妝室</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，陶瓷洗手盆，陶瓷坐廁及鍍鉻廁紙架。</p> <p>浴室1</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1524毫米長 x 813毫米闊 x 533毫米深)，鍍鉻毛巾架，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>浴室2</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及浴缸套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1524毫米長 x 762毫米闊 x 483毫米深)，鍍鉻毛巾架及鍍鉻廁紙架。</p> <p>浴室3</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及花灑套裝，陶瓷洗手盆，陶瓷坐廁，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>浴室4</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及花灑套裝，陶瓷洗手盆，陶瓷坐廁，鍍鉻毛巾架，鍍鉻廁紙架，鍍鉻掛勾，浴室內設有玻璃門配金屬手柄。</p>

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(b) Bathroom	<p>Bathroom 5</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1676mmL x 813mmW x 559mmD), chrome colour paper holder and glass door with metal handle.</p> <p>Master Bathroom</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1800mmL x 1000mmW x 580mmD), chrome colour paper holder and glass door with metal handle.</p> <p>For type and material of water supply system, please refer to "Water Supply" below.</p>	(b) 浴室	<p>浴室5</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1676毫米長 x 813毫米闊 x 559毫米深)，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>主人浴室</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1800毫米長 x 1000毫米闊 x 580毫米深)，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>供水系統的類型和材料請參考以下的“供水”。</p>
(c) Kitchen	<p>Fitted with wooden cabinet with wooden door panels, stainless steel sink with chrome colour sink mixer.</p> <p>For type and material of water supply system, please refer to "Water Supply" below.</p> <p>For appliances provision and brand names, please refer to "Appliances" below.</p>	(c) 廚房	<p>裝設木櫃配有木門板，不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。</p> <p>供水系統的類型和材料請參考以下的“供水”。</p> <p>有關家電配置和品牌名稱，請參閱以下的“設備”。</p>

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

3. Interior fittings		3. 室內裝置	
House 1-3, 5-8		1-3, 5-8號洋房	
Item	Description	細項	描述
(d) Bedroom	Not Applicable	(d) 睡房	不適用
(e) Telephone	Telephone points are installed in Living Room, Dining Room and all Bedrooms. For the numbers and location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(e) 電話	電話插座安裝在客廳，飯廳和所有睡房。 有關連接點的數量和位置，請參閱“機電裝置設備說明表”
(f) Aerials	Communal TV and FM connection points are provided for Living Room, Dining Room and all Bedrooms. For the numbers and location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(f) 天線	公共電視及收音機天線插座安裝於客廳，飯廳和所有睡房。 有關插座的數量及位置，請參閱“機電裝置設備說明表”
(g) Electrical Installations	Three phase electricity supply with MCB board completed with residual current protection are provided. All conduits are concealed within concrete walls except those inside or enclosed by block walls, false ceiling and bulkhead. For the numbers and location of power points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(g) 電力裝置	提供MCB電路的三相電源，提供剩餘電流保護。 除置於磚牆、假天花及假陣內或被磚牆、假天花及假陣覆蓋之導管為外露外，所有導管均隱藏於混凝土內。 有關插座的數量及位置，請參閱“機電裝置設備說明表”
(h) Gas Supply	Town Gas Point is provided in Kitchen and connected to built-in gas hob.	(h) 氣體供應	煤氣接駁於廚房內提供，並與內置的燃氣煮食爐連接。
(i) Washing Machine Connection Point	Water point of a design of 22mm in diameter and drain point of a design of 50mm in diameter are provided in utility area.	(i) 洗衣機接駁點	於工作間提供其設計為直徑22毫米的來水接駁喉位及其設計為50毫米的去水接駁喉位。
(j) Water Supply	Copper pipes are provided for both hot and cold water supply. Plastic pipes are provided for flushing water supply. Water pipes are concealed in part and exposed in part. Exposed water pipes are enclosed by false ceiling or bulkhead. Hot water is available.	(j) 供水	冷熱水供水系統採用銅喉管。沖水供水系統採用膠喉管。 水管部分隱藏、部分外露。外露水管被假天花及假陣覆蓋。 有熱水供應。

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

4. Miscellaneous		4. 雜項	
Item	Description	細項	描述
(a) Lifts	1 no. of "Toshiba" lift (model no. SPACEL-III (CV600)) for each House Floor served : B/F, G/F, 1/F, 2/F	(a) 升降機	每間洋房設有1部「東芝」電梯(型號SPACEL-III (CV600)) 到達樓層：地庫，地下，一樓，二樓
(b) Letter Box	Not applicable	(b) 信箱	不適用
(c) Refuse Collection	Refuse will be collected by cleaner and centrally handled at refuse storage and material recovery chamber located near the main entrance of the Development.	(c) 垃圾收集	垃圾將由清潔工人收集及送走。垃圾儲存及物料回收房位於發展項目的主入口附近。
(d) Water Meter, Electricity Meter and Gas Meter	Separate meters for potable water, electricity and town gas are provided on B/F	(d) 水錶、電錶及氣體錶	獨立水錶，電錶及煤氣錶安裝於地庫
5. Security System and Equipment		5. 保安設施	
For individual House :		獨立洋房：	
CCTV camera are provided at basement carpark, lift car and garden area. Magnetic door contacts are provided to entrance doors, magnetic window contacts to all operable windows and panic alarm button in master bedroom. Video door phone handset is installed in Kitchen.		閉路電視攝像機安裝於地下停車場，電梯及花園位置。大門安裝磁性感應防盜，所有窗戶安裝磁性感應防盜及主人房安裝緊急警報按鈕。廚房安裝大門視頻對講機。	
For common area :		公共區域：	
CCTV camera are provided at driveway, basement carpark, main entrance of the Development and outdoor areas.		發展項目的主入口、地下停車場、行車道及戶外位置均安裝閉路電視攝像機。	
6. Appliances		6. 設備	
Please see the Appliances Schedule on the next page.		請看下一頁的設備說明表。	
In relation to items 4(a) and 6 in the development specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.		有關於發展項目在上述列表所指明之第4(a)及第6項，賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。	

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

Appliances Schedule

設備說明表

House 1-3, 5-8

1-3, 5-8號洋房

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	House 洋房							
				1	2	3	5	6	7	8	
Kitchen 廚房	Induction Hob 電磁煮食爐	Miele	CS 1212-1	v	v	v	v	v	v	v	
	Gas Hob 煤氣煮食爐	Miele	CS 1013	v	v	v	v	v	v	v	
	Gas Hob 煤氣煮食爐	Miele	CS 1028 G	v	v	v	v	v	v	v	
	Oven 焗爐	Miele	H 6260 B	v	v	v	v	v	v	v	
	Steam Oven 蒸爐	Miele	DG 6200	v	v	v	v	v	v	v	
	Warming Drawer 保溫櫃	Miele	ESW 6229 X	v	v	v	v	v	v	v	
	Cooker Hood 抽油煙機	Miele	DA 5320 W	v	v	v	v	v	v	v	
	Refrigerator 雪櫃	Miele	K 1801 Vi	v	v	v	v	v	v	v	
	Freezer 冰箱	Miele	F 1411 Vi	v	v	v	v	v	v	v	
	Dish Washer 洗碗碟機	Miele	G 6660 SCVi	v	v	v	v	v	v	v	
Utility 工作間	Washer 洗衣機	Miele	WKH 121 WPS	v	v	v	v	v	v	v	
	Dryer 乾衣機	Miele	TKG 640 WP	v	v	v	v	v	v	v	
	VRV Air Conditioning System 可變冷媒流量冷氣機	Daikin 大金	RXYQ18TY1	v	v	v	v	v	v	v	
			RXYMQ3AVE	v	v	v	v	v	v	v	
			RXYQ10TY1	v	v	v	v	v	v	v	
			FXDQ25PBVE	v	v	v	v	v	v	v	
			FXDQ32PBVE	v	v	v	v	v	v	v	
			FXDQ63NBVE	v	v	v	v	v	v	v	
			FXDQ50NBVE	v	v	v	v	v	v	v	
			FXDQ40NBVE	v	v	v	v	v	v	v	
			FXMQ125MFV1	v	v	v	v	v	v	v	
G/F Kitchen 地下廚房		Panasonic 樂聲	FV-18NF3H	v	v	v	v	v	v	v	
G/F Powder Room 地下化妝室		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Utility 1樓工作間		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 1 1樓睡房1		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 2 1樓睡房2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 3 1樓睡房3		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
2/F Bedroom 4 2樓睡房4		Panasonic 樂聲	FV-18NF3H	v	v	v	v	v	v	v	
2/F Master Bedroom 2樓主人睡房		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
Roof Booster Pump Room 天台泵機房		Wolter	SDX100L	v	v	v	v	v	v	v	
Kitchen and Bathrooms 廚房及浴室	Gas Water Heater 煤氣熱水爐	Blueflame	NJW321TFL	v	v	v	v	v	v	v	

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Notes :

1. "v" means such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol "-" means such appliance is "Not provided".
3. The symbol "/" means "Not applicable".

備註：

1. "v" 表示此設備於該住宅單位內提供及/或安裝。
2. "-" 表示該住宅單位內不提供此設備。
3. "/" 表示 "不適用"。

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

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

SIGNED by the **Purchaser** (who having been)
previously identified by [* Hong Kong Identity)
Card No. _____ /中华人民共)
和国居民身份证公民身份号码)
_____])
in the presence of:-)

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

* OR

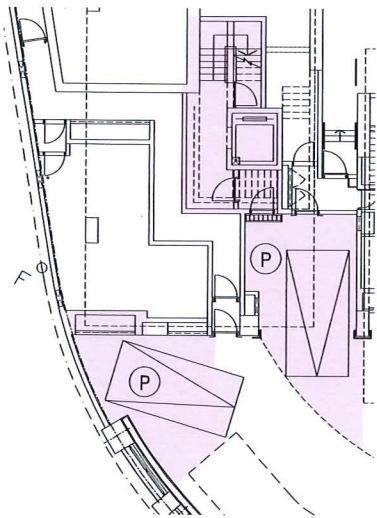
SIGNED by)
)
)
)
for and on behalf of the **Purchaser**)
in the presence of:-)

RECEIVED the day and year first above written of)
and from the Purchaser the above mentioned deposit)
of HONG KONG DOLLARS) HK\$ _____
)
)

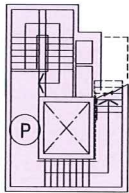
Messrs. Mayer Brown as stakeholders

No.45 TAI TAM ROAD, HONG KONG R.B.L. LOT No.442

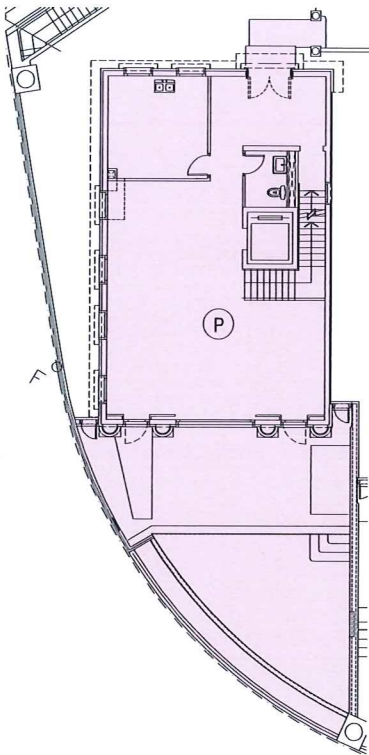
HOUSE 1



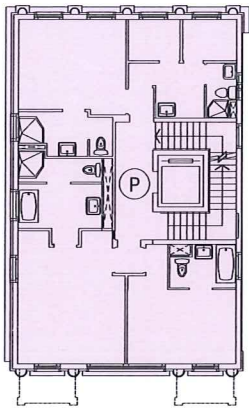
B/F PLAN



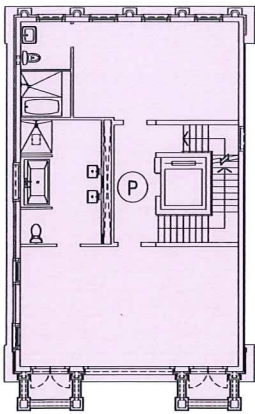
PART PLAN OF STAIR



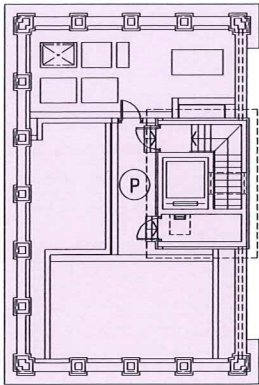
G/F PLAN



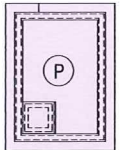
1/F PLAN



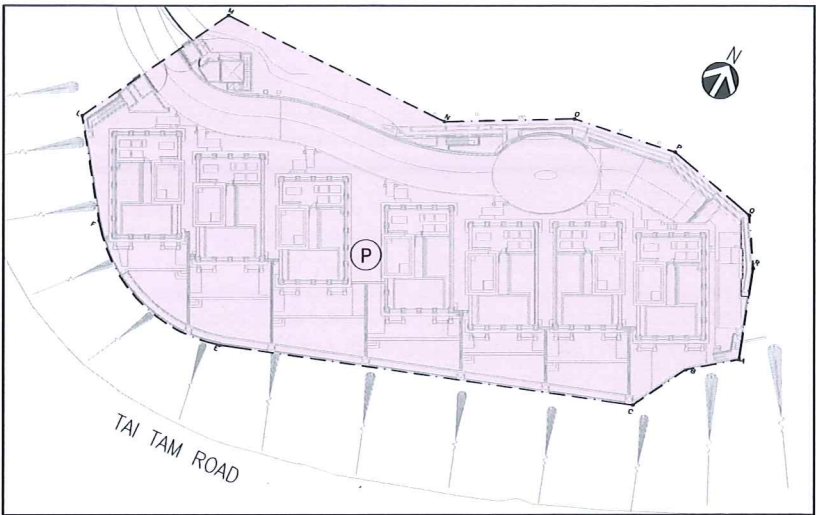
2/F PLAN



ROOF PLAN



TOP ROOF PLAN



SITE PLAN

SCALE (比例)
0 10 20M(米)

FLOOR PLAN

SCALE (比例)
0 5 10M(米)

LEGEND: (P) Pink NOTE : THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

Chan Wan Ming
CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

Dated the _____ day of _____ 20____

AGREEMENT FOR SALE AND PURCHASE

of

House 1, "45 Tai Tam Road",
No. 45 Tai Tam Road, Hong Kong

MAYER | BROWN
好士打

IYCW/WKWC/14453969 (House 1)

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 13 September 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 comprising, inter alia, 7 houses, parking spaces and common areas and facilities that has been constructed or in the course of being constructed on the land known as “45 Tai Tam Road (大潭道 45 號)”;
 - (d) “Government Grant” means the Government Grant document specified in Schedule 2;
 - (e) “land” means all that piece or parcel of land registered in the Land Registry as Rural Building Lot No. 442;
 - (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 and includes a Temporary Occupation Permit;
 - (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;
 - (i) “Temporary Occupation Permit” means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance for the Development or any part thereof comprising the Property to be occupied; and
 - (j) “Vendor’s Solicitors” means Messrs. Mayer Brown.

- (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 TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages in the Development intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use, occupation and enjoyment of the whole of the Development 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 as stakeholders 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.

Duty of Solicitors	4.	The Vendor's Solicitors, unless the Purchaser exercises the right under clause 12(1)(c) hereof to instruct his own solicitors, shall be the solicitors acting also for the Purchaser and, as evidenced by their preparation of this Agreement and attending the execution thereof by the Purchaser, shall owe to the Purchaser the same duty of care of solicitors as if they had been independently instructed by the Purchaser to act for him in relation to the purchase.
Completion	5.	<p>The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before the _____ day of _____.</p> <p>(Remark: the completion date shall be within two months from the date of this Agreement.)</p>
Possession	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 or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant.
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>(a) 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>(b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.</p> <p>(c) 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> <p>(d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.</p>
Requisition on title	9.	(1) Subject to clause 13(2) and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

	(2)	If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.
Government Grant, easements 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.	If the Property was available for viewing by the Purchaser prior to the signing of this Agreement, then subject to clause 26, 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.
Rights of Purchaser	12.	<p>(1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-</p> <p>(a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;</p> <p>(b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;</p> <p>(c) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).</p> <p>(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given</p>

over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

- | | | |
|--------------------------------------|-----|--|
| Cancellation of Agreement | (3) | In the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser under this Agreement, the Vendor is entitled to retain the sum of 10% of the total purchase price of the Property as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including any stamp duty) in connection with cancellation of this Agreement. |
| Good title | 13. | <p>(1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.</p> <p>(2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.</p> |
| Documents of title | 14. | <p>(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.</p> <p>(2) The provision of clause 14(1) shall survive completion of the sale and purchase by the Assignment.</p> |
| Costs and disbursements of Agreement | 15. | <p>(1) Subject to the provisions of clause 12(1)(c), all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser shall be borne and paid by the Purchaser, and in the event that the Purchaser instructs solicitors other than the Vendor's Solicitors to act for him:-</p> <p>(a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval, and</p> <p>(b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement, and</p> <p>(c) if the consideration mentioned in the subsequent Assignment is higher than the purchase price herein mentioned, the Purchaser shall on completion pay all extra costs charged by the Vendor's Solicitors for approving the subsequent Assignment.</p> |

Stamp duty, etc.

- (2) All registration fees payable on the provisional agreement or this Agreement (if any) and the Assignment shall be borne and paid by the Purchaser.
- (3) The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.
- (5) The 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) All stamp duty (which includes any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance), and registration fees payable on the provisional agreement, this Agreement, any subsequent nomination and other chargeable agreement for sale (if any) and the subsequent Assignment shall be borne and paid by the Purchaser, who shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments 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) Should the Vendor be required to pay any stamp duty or penalty 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 in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.
- (8) If the Purchaser sub-sells the Property, transfers the benefit of this Agreement or otherwise disposes of any interest in the Property prior to the completion of the sale and purchase under this Agreement, all stamp duty including buyer's stamp duty, special stamp duty and additional stamp duty arising from such sub-sale, transfer or disposition shall be borne and paid by the Purchaser.
- (9) Upon the Vendor's request, the Purchaser shall provide evidence of payment of all stamp duty payable under sub-clause (8) to the satisfaction of the Vendor before the execution of the Assignment(s) of the Property by the Vendor. If the Purchaser shall fail to do so, the Purchaser shall pay as security to the Purchaser's solicitors (as stakeholders) a sum equivalent to the amount of the stamp duty payable, such sum (i) to be repaid to the Purchaser only after the Purchaser provides evidence satisfactory to the Vendor that all such stamp duty has been fully and punctually paid, or (ii) to be applied by the Purchaser's solicitors towards the payment of the stamp duty so payable.
- (10) The Purchaser agrees to indemnify the Vendor and keep the Vendor fully indemnified against all losses, damages, claims, proceedings, costs and expenses (including without limitation legal costs and expenses) and penalties which the Vendor may suffer or incur through, arising from or in connection with any breach of the Purchaser of this clause.

- (11) The costs of and incidental to the preparation and delivery to the Purchaser of certified copies of documents in the Vendor's possession relating as well to the Property as to other properties retained by the Vendor shall be borne and paid by the Purchaser.
- (12) For the purpose of this clause, "Stamp Duty Ordinance" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
- (13) The provisions of this clause shall survive completion of the sale and purchase of the Property.

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) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.
- (2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale 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 Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this Agreement.
- (3) On the Vendor exercising its right of rescission to 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 rescind and/or annul the sale and purchase of the Property (which shall be sufficient to 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 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.

- (4) Nothing in this Agreement shall be construed as to prevent the Vendor from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the Vendor may have sustained by reason of the breach of this Agreement by the Purchaser.

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.	The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and a Management Agreement (if any) registered in the Land Registry by Memorial No. 19092402330231.
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 above mentioned Deed of Mutual Covenant and Management Agreement (if any) 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.	<p>(1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of the completion date being paid by the Vendor.</p> <p>(2) Before the Purchaser is entitled to possession of the Property the Purchaser shall:-</p> <p>(a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development; and</p> <p>(b) pay to the Vendor or the manager of the Development all the deposits and advance payments payable under the Deed of Mutual Covenant and the deposit for the removal of debris left by the Purchaser, his agents or contractors.</p> <p>Provided That if any of the deposits and advance payments mentioned in this sub-clause (2) and the other relevant special fund and fees has already been paid by the Vendor to the manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Development) upon completion of the sale and purchase of the Property, whether or not such deposits, advance payments, special fund or fees are transferable or refundable under the Deed of Mutual Covenant.</p>
Registration	22.	This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.
No further mortgage by Vendor	23.	The Vendor shall not after the execution of this Agreement enter into any further mortgage or charge of the Property or any other part of the land or the Development.
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	<p>25. Any notice required to be given under this Agreement –</p> <p>(a) is deemed to have been validly given to a party if –</p> <p>(i) the notice is addressed to the party; and</p> <p>(ii) the notice is sent by ordinary prepaid post to –</p> <p>(A) the party's address stated in this Agreement; or</p> <p>(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</p> <p>(b) is deemed to have been served on the second business day after the date of posting.</p>
Warranties	<p>26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –</p> <p>the fittings, finishes and appliances as set out in Schedule 6.</p> <p>(2) The communal and recreational facilities are as follows –</p> <p>Nil.</p> <p>(3) The Vendor warrants –</p> <p>(a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;</p> <p>(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</p> <p>(c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).</p>
Remedy of Defects	<p>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.</p>
Maintenance Obligations	<p>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.</p>
Winding up of vendor	<p>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.</p>

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..
- Covenants in Assignment 32. There shall be incorporated in the subsequent Assignment (inter alia) the covenants in substantially the following terms :-
- “(a) The Purchaser hereby expressly 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 his executors, administrators, successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall :-
- (i) pay all stamp duty or additional stamp duty or further stamp duty due and payable on or relating to this sale and purchase, or special stamp duty chargeable under the Stamp Duty Ordinance, as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region (collectively, the “Stamp Duty”);
 - (ii) indemnify and keep the Vendor indemnified against any loss and damage suffered by the Vendor resulting from any delay or default in payment of the Stamp Duty;
 - (iii) 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 in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 4% per annum over and above the prime or best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment 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.”
- “(b) The Purchaser hereby covenants with the Vendor to the intent that this covenant shall bind the Property and the owner or owners thereof for the time being and other person or persons deriving title under and from the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the “Covenanting Purchaser”) and be enforceable by the Vendor and its successors and assigns that :-
- (i) the Covenanting Purchaser will on ceasing to be the owner of the Property notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement) in writing of any change of ownership of the Property;
 - (ii) the Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant and Management Agreement as if the same terms and covenants on the part of the First Assignee set out therein are made directly by the Covenanting Purchaser;

- (iii) that the Covenanting Purchaser will at all times hereafter perform observe and comply with all the covenants by or on the part of the Purchaser contained in this Assignment; 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(s) or assignee(s) thereof shall enter into the same binding covenants on terms similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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 aforesaid covenants (i), (ii) and (iii) which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser(s) or assignee(s) shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iii) as aforesaid.”

“(c) The Purchaser covenants with the Vendor for itself and as agent for Tania Development Limited (“the Company” which expression shall include its successors assigns (other than the Purchaser) and attorneys) to the intent that such covenants shall bind the Property and the owner or owners thereof for the time being and 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 Covenanting Purchaser”) and shall enure for the benefit of the Development and be enforceable by the Company and its successors and assigns that :-

- (i) the Covenanting Purchaser confirms and acknowledges the covenants, rights, entitlements, exceptions and reservations granted and conferred on the Company under Clause 8 of a Deed of Mutual Covenant and Management Agreement dated the [] day of [] and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said rights by the Company;
- (ii) the Covenanting Purchaser shall, if required by the Company, do everything necessary, including giving express consents in writing to the exercise of the said rights by the Company, to facilitate the exercise of the said rights by the Company;
- (iii) the Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company 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 rights conferred on the Company 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
- (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 similar in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained

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) and (iii) hereinbefore contained.”

- | | |
|-------------------------|--|
| Marginal Notes | 33. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement. |
| Certificate of value | 34. It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds: Not applicable. |
| Stamp Duty Ordinance | 35. 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. |
| Rights of Third Parties | <p>36. (1) Subject to the provisions of sub-clauses (2) and (3) below, the Vendor and the Purchaser do not intend any term of this Agreement to be enforceable by any person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Agreement shall be excluded from the application of the CRTPO.</p> <p>(2) Sub-clause (1) shall only apply and a term of this Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).</p> <p>(3) If any term of this Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (2) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-</p> <p style="padding-left: 40px;">(a) this Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Agreement; and</p> <p style="padding-left: 40px;">(b) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (3)(a) above.</p> |

SCHEDULE 1

Parties

(a) Vendor: **TANIA DEVELOPMENT LIMITED** whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (Company No. F0017524 and Business Registration No. 51982039)

(b) Purchaser:

Name(s):

Identification Document No.: *(please specify the type of document)*

*Business Registration No.:

*Address / Registered office:

As *sole owner / joint tenants / tenants in common * in equal shares / in the following shares, namely:

For the purposes of this Agreement, the “Purchaser” shall include his executors and administrators.

(* *Delete if not applicable*)

SCHEDULE 2

Government Lease dated 19 December 1951 (as varied and/or modified by (i) a Modification Letter dated 8 August 2008 and registered in the Land Registry by Memorial No.08081300950053 (the “First Modification Letter”); (ii) a No-Objection Letter dated 14 September 2015 and registered in the Land Registry by Memorial No. 15091602330010 (the “No-Objection Letter”); and (iii) a Modification Letter dated 14 September 2015 and registered in the Land Registry by Memorial No.15091602330025 (the “Second Modification Letter”)), the particulars of which are as follows -

- (a) Parties : Lo Man Wai of the one part and Lord George VI of Great Britain Ireland and the British Dominions, of the other part
- (b) Date : 19 December 1951
- (c) Term : 75 years from 31 March 2016 upon the expiration of the original term of 75 years from 31 March 1941
- (d) User : Private residential purposes
- (e) Lot Number: Rural Building Lot No. 442

SCHEDULE 3

Part A Property

ALL THOSE 7,859 equal undivided 55,126th parts or shares of and in the land which for the purposes of identification is shown on the Site Plan attached hereto and thereon coloured Pink and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as HOUSE 1 of the Development (as shown on the Floor Plan(s) hereto attached and thereon coloured Pink).

Part B Measurements

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 445.122 square metres/ 4,791 square feet of which-
6.002 square metres/ 65 square feet is the floor area of the balcony; and
- (b) other measurements are –
 - the area of the garden is 86.654 square metres/ 932.744 square feet;
 - the area of the parking space is 56.299 square metres/ 606.002 square feet;
 - the area of the roof is 92.720 square metres/ 998.038 square feet;
 - the area of the stairhood is 5.995 square metres/ 64.530 square feet; and
 - the area of the terrace is 5.261 square metres/ 56.629 square feet.

SCHEDULE 4

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

- (a) 5% of the purchase price in the amount of HK\$_____ has been paid as initial deposit prior to the signing of this Agreement;
- (b) 5% of the purchase price in the amount of HK\$_____ has been paid as the further deposit upon the signing of this Agreement;
- (c) 90% of the purchase price (the balance of the purchase price) shall be paid on or before completion.

SCHEDULE 5

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

- | | | | |
|-----|-----|---|----------------------------------|
| (a) | (1) | Name of the Vendor –
Address/Registered Office of the Vendor – | See Schedule 1
See Schedule 1 |
| | (2) | Name of the Purchaser -
Address/Registered Office of the Purchaser – | See Schedule 1
See Schedule 1 |
| (b) | (1) | Identification Number of the Vendor – | See Schedule 1 |
| | (2) | Identification Number of the Purchaser – | See Schedule 1 |
| (c) | (1) | Business Registration Number of the Vendor – | See Schedule 1 |
| | (2) | Business Registration Number of the Purchaser – | See Schedule 1 |
| (d) | | Description and location of the Property – | See Schedule 3 |
| (e) | | The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117) | |
| (f) | | Date of this Agreement – | See page 1 |
| (g) | | This Agreement was not preceded by any preliminary agreement for sale and purchase on the same terms made between the Vendor and the Purchaser. | |
| (h) | | The agreed date for the Conveyance on Sale or Assignment of the Property is set out in clause 5 hereof. | |
| (i) | | There is an agreed consideration for the Conveyance 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 of the Property pursuant to this Agreement (excluding legal expenses and estate agent's commission). | |

SCHEDULE 6

Fittings, Finishes and Appliances

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

2. Interior finishes		2. 室內裝修物料	
House 1		1號洋房	
Item	Description	細項	描述
(a) Lobby	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring and painted timber skirting. - Suspended gypsum board ceiling finished with emulsion paint. - Emulsion paint to exposed surfaces for wall. 	(a) 大堂	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材及漆面木牆腳線 - 石膏板假天花髹乳膠漆 - 牆身外露部分髹乳膠漆
(b) Internal Wall and Ceiling	<p>Internal Wall</p> <ul style="list-style-type: none"> - Internal walls of Living Room, Dining Room and Bedrooms are finished with emulsion paint. <p>Internal Ceiling</p> <ul style="list-style-type: none"> - Internal ceilings of Living Room and Dining Room are suspended gypsum board and timber finished with emulsion paint. - Internal ceilings of Bedrooms are suspended gypsum board finished with emulsion paint. 	(b) 內牆及天花板	<p>內牆</p> <ul style="list-style-type: none"> - 客廳，飯廳及睡房牆身髹乳膠漆 <p>天花板</p> <ul style="list-style-type: none"> - 客廳，飯廳石膏板及木假天花髹乳膠漆 - 睡房石膏板假天花髹乳膠漆
(c) Internal Floor	<p>Living Room and Dining Room</p> <ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring and painted timber skirting. <p>Bedrooms</p> <ul style="list-style-type: none"> - Timber to exposed surfaces for flooring and painted timber skirting. 	(c) 內部地板	<p>客廳和飯廳</p> <ul style="list-style-type: none"> - 地板外露部分鋪天然石材及漆面木牆腳線 <p>睡房</p> <ul style="list-style-type: none"> - 地板外露部分鋪木材及漆面木牆腳線
(d) Bathroom	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring. <p>Powder Room, Bathrooms 1, 2, 3, 5 and Master Bathroom</p> <ul style="list-style-type: none"> - Natural stone, mirror and metal trim to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board and timber ceiling finished with emulsion paint. <p>Bathroom 4</p> <ul style="list-style-type: none"> - Natural stone to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board ceiling finished with emulsion paint. 	(d) 浴室	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材 <p>化妝室，浴室1，2，3，5及主人浴室</p> <ul style="list-style-type: none"> - 牆身外露部分鋪天然石材，鏡及金屬線框 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板及木假天花髹乳膠漆 <p>浴室4</p> <ul style="list-style-type: none"> - 牆身外露部分鋪天然石材 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板假天花髹乳膠漆
(e) Kitchen	<ul style="list-style-type: none"> - Natural stone to exposed surfaces for flooring. - Natural stone to exposed surfaces for wall. - Wall finishes run up to false ceiling level. No finishes to be provided above false ceiling level. - Suspended gypsum board and timber ceiling finished with emulsion paint. - Cooking bench is finished with natural stone. 	(e) 廚房	<ul style="list-style-type: none"> - 地板外露部分鋪天然石材 - 牆身外露部分鋪天然石材 - 牆身飾面鋪至假天花，假天花以上沒有提供 - 石膏板及木假天花髹乳膠漆 - 灶台採用天然石材

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(a) Doors	<p>Basement Carport Entrance Door (Facing Driveway)</p> <ul style="list-style-type: none"> - Solid core fire resisting timber door fitted with timber door frame, architrave, lockset and door closer. <p>Basement Carport Entrance Door (Facing Lift Lobby)</p> <ul style="list-style-type: none"> - Solid core fire resisting timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Ground Floor Main Entrance Door</p> <ul style="list-style-type: none"> - Solid core timber double door fitted with timber door frame, architrave and lockset. <p>Kitchen Door</p> <ul style="list-style-type: none"> - Painted finish solid core fire resisting timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Bedroom Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. <p>Powder Room Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and door closer. <p>Bathroom 1, 2, 3, 5 Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and hook. <p>Bathroom 4 Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lockset and concealed overhead door restraining stay. <p>Master Bathroom Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. 	(a) 門	<p>地庫停車場入口門 (向車路)</p> <ul style="list-style-type: none"> - 實心防火木門配木門框，封邊線，裝設門鎖及氣鼓。 <p>地庫停車場入口門 (向升降機大堂)</p> <ul style="list-style-type: none"> - 實心防火木門配木門框，封邊線，裝設手柄及氣鼓。 <p>地下大門</p> <ul style="list-style-type: none"> - 雙實心木門配木門框，封邊線，裝設門鎖。 <p>廚房門</p> <ul style="list-style-type: none"> - 漆面實心防火木門配木門框，封邊線，裝設手柄及氣鼓。 <p>睡房門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。 <p>化妝室門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及氣鼓。 <p>浴室1, 2, 3, 5門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及門勾。 <p>浴室4門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖及門頂暗裝門止。 <p>主人浴室門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(a) Doors	<p>Lobby to Basement Staircase and Utility Area Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave, lever handle and door closer. <p>Utility 1, 2 and Basement Staircase Door</p> <ul style="list-style-type: none"> - Painted finish solid core timber door fitted with timber door frame, architrave and lockset. <p>Plant Room Door (Electrical Switch Room)</p> <ul style="list-style-type: none"> - Stainless steel framed marble door and lockset. <p>G/F, Balcony and Roof Glass Door</p> <ul style="list-style-type: none"> - Glazed door with aluminium door frame with flourocarbon coating and lockset. <p>Booster Pump Room Door</p> <ul style="list-style-type: none"> - Aluminium door with aluminium door frame with flourocarbon coating and lockset. 	(a) 門	<p>大堂通往地庫樓梯及工作間門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設手柄及氣鼓。 <p>工作間1, 2及地庫樓梯底門</p> <ul style="list-style-type: none"> - 漆面實心木門配木門框，封邊線，裝設門鎖。 <p>機房門（電掣房）</p> <ul style="list-style-type: none"> - 雲石門配不銹鋼門框，裝設門鎖。 <p>地下，露台及天台玻璃門</p> <ul style="list-style-type: none"> - 氟化碳噴塗鋁框玻璃門，裝設門鎖。 <p>加壓水泵房門</p> <ul style="list-style-type: none"> - 氟化碳噴塗鋁框鋁門，裝設門鎖。

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(b) Bathroom	<p>Powder Room</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, vitreous china wash basin, vitreous china water closet and chrome colour paper holder.</p> <p>Bathroom 1</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1524mmL x 813mmW x 533mmD), chrome colour towel bar, chrome colour paper holder and glass door with metal handle.</p> <p>Bathroom 2</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and bath set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1524mmL x 762mmW x 483mmD), chrome colour towel bar and chrome colour paper holder.</p> <p>Bathroom 3</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and shower set, vitreous china wash basin, vitreous china water closet, chrome colour paper holder and glass door with metal handle.</p> <p>Bathroom 4</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer and shower set, vitreous china wash basin, vitreous china water closet, chrome colour towel bar, chrome colour paper holder, chrome colour hook and glass door with metal handle.</p>	(b) 浴室	<p>化妝室</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，陶瓷洗手盆，陶瓷坐廁及鍍鉻廁紙架。</p> <p>浴室1</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1524毫米長 x 813毫米闊 x 533毫米深)，鍍鉻毛巾架，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>浴室2</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及浴缸套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1524毫米長 x 762毫米闊 x 483毫米深)，鍍鉻毛巾架及鍍鉻廁紙架。</p> <p>浴室3</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及花灑套裝，陶瓷洗手盆，陶瓷坐廁，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>浴室4</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭及花灑套裝，陶瓷洗手盆，陶瓷坐廁，鍍鉻毛巾架，鍍鉻廁紙架，鍍鉻掛勾，浴室內設有玻璃門配金屬手柄。</p>

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

3. Interior fittings		3. 室內裝置	
House 1		1號洋房	
Item	Description	細項	描述
(b) Bathroom	<p>Bathroom 5</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1676mmL x 813mmW x 559mmD), chrome colour paper holder and glass door with metal handle.</p> <p>Master Bathroom</p> <p>Fitted with sanitary wares and fittings including chrome colour wash basin mixer, chrome colour bath set and shower set, vitreous china wash basin, vitreous china water closet, acrylic bathtub (1800mmL x 1000mmW x 580mmD), chrome colour paper holder and glass door with metal handle.</p> <p>For type and material of water supply system, please refer to "Water Supply" below.</p>	(b) 浴室	<p>浴室5</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1676毫米長 x 813毫米闊 x 559毫米深)，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>主人浴室</p> <p>配有衛生潔具和配件包括鍍鉻洗手盆水龍頭，鍍鉻浴缸套裝及花灑套裝，陶瓷洗手盆，陶瓷坐廁，丙烯酸樹脂浴缸(1800毫米長 x 1000毫米闊 x 580毫米深)，鍍鉻廁紙架，浴室內設有玻璃門配金屬手柄。</p> <p>供水系統的類型和材料請參考以下的“供水”。</p>
(c) Kitchen	<p>Fitted with wooden cabinet with wooden door panels, stainless steel sink with chrome colour sink mixer.</p> <p>For type and material of water supply system, please refer to "Water Supply" below.</p> <p>For appliances provision and brand names, please refer to "Appliances" below.</p>	(c) 廚房	<p>裝設木櫃配有木門板，不銹鋼洗滌盆配鍍鉻洗滌盆水龍頭。</p> <p>供水系統的類型和材料請參考以下的“供水”。</p> <p>有關家電配置和品牌名稱，請參閱以下的“設備”。</p>

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

3. Interior fittings		3. 室內裝置	
House 1-3, 5-8		1-3, 5-8號洋房	
Item	Description	細項	描述
(d) Bedroom	Not Applicable	(d) 睡房	不適用
(e) Telephone	Telephone points are installed in Living Room, Dining Room and all Bedrooms. For the numbers and location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(e) 電話	電話插座安裝在客廳，飯廳和所有睡房。 有關連接點的數量和位置，請參閱“機電裝置設備說明表”
(f) Aerials	Communal TV and FM connection points are provided for Living Room, Dining Room and all Bedrooms. For the numbers and location of connection points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(f) 天線	公共電視及收音機天線插座安裝於客廳，飯廳和所有睡房。 有關插座的數量及位置，請參閱“機電裝置設備說明表”
(g) Electrical Installations	Three phase electricity supply with MCB board completed with residual current protection are provided. All conduits are concealed within concrete walls except those inside or enclosed by block walls, false ceiling and bulkhead. For the numbers and location of power points, please refer to the "Schedule of Mechanical and Electrical Provisions".	(g) 電力裝置	提供MCB電路的三相電源，提供剩餘電流保護。 除置於磚牆、假天花及假陣內或被磚牆、假天花及假陣覆蓋之導管為外露外，所有導管均隱藏於混凝土內。 有關插座的數量及位置，請參閱“機電裝置設備說明表”
(h) Gas Supply	Town Gas Point is provided in Kitchen and connected to built-in gas hob.	(h) 氣體供應	煤氣接駁於廚房內提供，並與內置的燃氣煮食爐連接。
(i) Washing Machine Connection Point	Water point of a design of 22mm in diameter and drain point of a design of 50mm in diameter are provided in utility area.	(i) 洗衣機接駁點	於工作間提供其設計為直徑22毫米的來水接駁喉位及其設計為50毫米的去水接駁喉位。
(j) Water Supply	Copper pipes are provided for both hot and cold water supply. Plastic pipes are provided for flushing water supply. Water pipes are concealed in part and exposed in part. Exposed water pipes are enclosed by false ceiling or bulkhead. Hot water is available.	(j) 供水	冷熱水供水系統採用銅喉管。沖水供水系統採用膠喉管。 水管部分隱藏、部分外露。外露水管被假天花及假陣覆蓋。 有熱水供應。

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

4. Miscellaneous		4. 雜項	
Item	Description	細項	描述
(a) Lifts	1 no. of "Toshiba" lift (model no. SPACEL-III (CV600)) for each House Floor served : B/F, G/F, 1/F, 2/F	(a) 升降機	每間洋房設有1部「東芝」電梯(型號SPACEL-III (CV600)) 到達樓層：地庫，地下，一樓，二樓
(b) Letter Box	Not applicable	(b) 信箱	不適用
(c) Refuse Collection	Refuse will be collected by cleaner and centrally handled at refuse storage and material recovery chamber located near the main entrance of the Development.	(c) 垃圾收集	垃圾將由清潔工人收集及送走。垃圾儲存及物料回收房位於發展項目的主入口附近。
(d) Water Meter, Electricity Meter and Gas Meter	Separate meters for potable water, electricity and town gas are provided on B/F	(d) 水錶、電錶及氣體錶	獨立水錶，電錶及煤氣錶安裝於地庫
5. Security System and Equipment		5. 保安設施	
For individual House :		獨立洋房：	
CCTV camera are provided at basement carpark, lift car and garden area. Magnetic door contacts are provided to entrance doors, magnetic window contacts to all operable windows and panic alarm button in master bedroom. Video door phone handset is installed in Kitchen.		閉路電視攝像機安裝於地下停車場，電梯及花園位置。大門安裝磁性感應防盜，所有窗戶安裝磁性感應防盜及主人房安裝緊急警報按鈕。廚房安裝大門視頻對講機。	
For common area :		公共區域：	
CCTV camera are provided at driveway, basement carpark, main entrance of the Development and outdoor areas.		發展項目的主入口、地下停車場、行車道及戶外位置均安裝閉路電視攝像機。	
6. Appliances		6. 設備	
Please see the Appliances Schedule on the next page.		請看下一頁的設備說明表。	
In relation to items 4(a) and 6 in the development specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.		有關於發展項目在上述列表所指明之第4(a)及第6項，賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。	

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

Appliances Schedule

設備說明表

House 1-3, 5-8

1-3, 5-8號洋房

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	House 洋房							
				1	2	3	5	6	7	8	
Kitchen 廚房	Induction Hob 電磁煮食爐	Miele	CS 1212-1	v	v	v	v	v	v	v	
	Gas Hob 煤氣煮食爐	Miele	CS 1013	v	v	v	v	v	v	v	
	Gas Hob 煤氣煮食爐	Miele	CS 1028 G	v	v	v	v	v	v	v	
	Oven 焗爐	Miele	H 6260 B	v	v	v	v	v	v	v	
	Steam Oven 蒸爐	Miele	DG 6200	v	v	v	v	v	v	v	
	Warming Drawer 保溫櫃	Miele	ESW 6229 X	v	v	v	v	v	v	v	
	Cooker Hood 抽油煙機	Miele	DA 5320 W	v	v	v	v	v	v	v	
	Refrigerator 雪櫃	Miele	K 1801 Vi	v	v	v	v	v	v	v	
	Freezer 冰箱	Miele	F 1411 Vi	v	v	v	v	v	v	v	
	Dish Washer 洗碗碟機	Miele	G 6660 SCVi	v	v	v	v	v	v	v	
Utility 工作間	Washer 洗衣機	Miele	WKH 121 WPS	v	v	v	v	v	v	v	
	Dryer 乾衣機	Miele	TKG 640 WP	v	v	v	v	v	v	v	
	VRV Air Conditioning System 可變冷媒流量冷氣機	Daikin 大金	RXYQ18TY1	v	v	v	v	v	v	v	
			RXYMQ3AVE	v	v	v	v	v	v	v	
			RXYQ10TY1	v	v	v	v	v	v	v	
			FXDQ25PBVE	v	v	v	v	v	v	v	
			FXDQ32PBVE	v	v	v	v	v	v	v	
			FXDQ63NBVE	v	v	v	v	v	v	v	
			FXDQ50NBVE	v	v	v	v	v	v	v	
			FXDQ40NBVE	v	v	v	v	v	v	v	
			FXMQ125MFV1	v	v	v	v	v	v	v	
G/F Kitchen 地下廚房		Panasonic 樂聲	FV-18NF3H	v	v	v	v	v	v	v	
G/F Powder Room 地下化妝室		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Utility 1樓工作間		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 1 1樓睡房1		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 2 1樓睡房2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
1/F Bedroom 3 1樓睡房3		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
2/F Bedroom 4 2樓睡房4		Panasonic 樂聲	FV-18NF3H	v	v	v	v	v	v	v	
2/F Master Bedroom 2樓主人睡房		Panasonic 樂聲	FV-18NS3H	v	v	v	v	v	v	v	
Roof Booster Pump Room 天台泵機房		Wolter	SDX100L	v	v	v	v	v	v	v	
Kitchen and Bathrooms 廚房及浴室	Gas Water Heater 煤氣熱水爐	Blueflame	NJW321TFL	v	v	v	v	v	v	v	

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Notes :

1. "v" means such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol "-" means such appliance is "Not provided".
3. The symbol "/" means "Not applicable".

備註：

1. "v" 表示此設備於該住宅單位內提供及/或安裝。
2. "-" 表示該住宅單位內不提供此設備。
3. "/" 表示 "不適用"。

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

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

SIGNED by the **Purchaser** (who having been)
previously identified by [* Hong Kong Identity)
Card No. _____ /中华人民共)
和国居民身份证公民身份号码)
_____])
in the presence of:-)

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

* OR

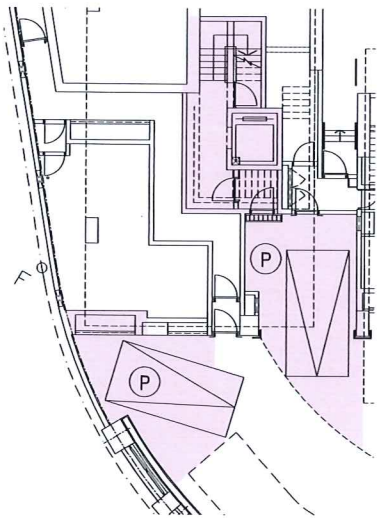
SIGNED by)
)
)
)
for and on behalf of the **Purchaser**)
in the presence of:-)

RECEIVED the day and year first above written of)
and from the Purchaser the above mentioned deposit)
of HONG KONG DOLLARS) HK\$ _____
)
)

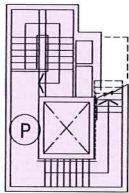
Messrs. Mayer Brown as stakeholders

No.45 TAI TAM ROAD, HONG KONG R.B.L. LOT No.442

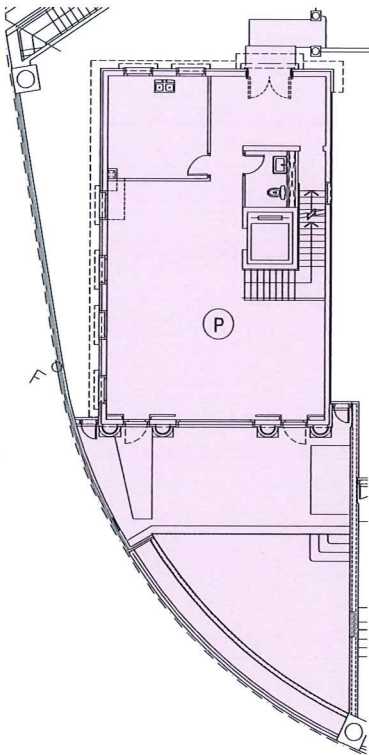
HOUSE 1



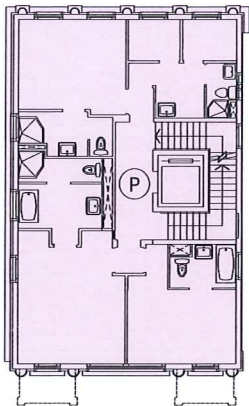
B/F PLAN



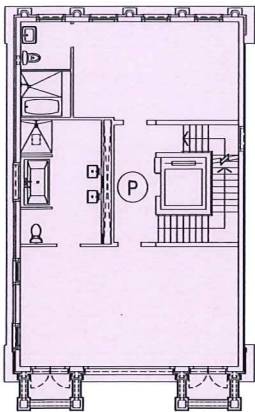
PART PLAN OF STAIR



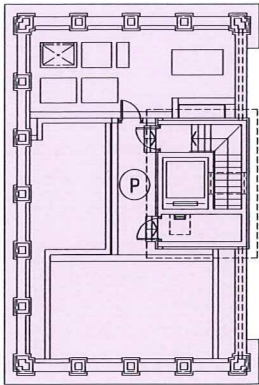
G/F PLAN



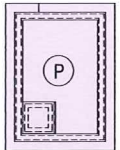
1/F PLAN



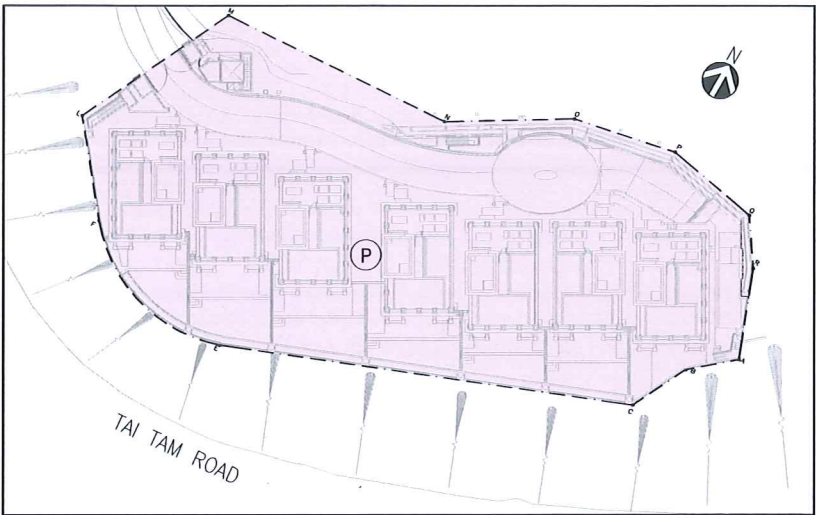
2/F PLAN



ROOF PLAN



TOP ROOF PLAN



SITE PLAN

SCALE (比例)
0 10 20M(米)

FLOOR PLAN

SCALE (比例)
0 5 10M(米)

LEGEND: (P) Pink NOTE : THIS PLAN IS FOR IDENTIFICATION PURPOSE ONLY.

Chan Wan Ming
CHAN WAN MING
AUTHORIZED PERSON (ARCHITECT)

WARNING TO PURCHASERS**對買方的警告**

Vendor 賣方	Tania Development Limited
Address 地址	No. 45 Tai Tam Road, Hong Kong 香港大潭道 45 號
Property 該物業	House No. 1 號 洋房
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter regarding Stamp Duty
關於印花稅的確認書

Annex 3 附件 3

Vendor 賣方	Tania Development Limited
Address 地址	No. 45 Tai Tam Road, Hong Kong 香港大潭道 45 號
Property 該物業	House No. 1 號 洋房
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

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

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

Demand-side Management Measures for Residential Properties

住宅物業的需求管理措施

1. The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("**AVD**") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

2. For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser

買方應遵守的程序

3. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.

買方承諾向賣方律師交付並促使其律師向賣方律師交付，在臨時合約訂立之日起 14 天內，一份已加蓋應付印花稅之買賣合約的正本，或印花證明書的正本，以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起 1 個月內在土地註冊處登記買賣合約。

Others

其他事項

4. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

5. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt.

本確認書不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。

6. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

7. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Acknowledgement Letter Regarding Furniture
關於傢俱的確認書

Annex 4 附件 4

Vendor 賣方	Tania Development Limited
Address 地址	No. 45 Tai Tam Road, Hong Kong 香港大潭道 45 號
Property 該物業	House No. 1 洋房 1 號
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

To 致: Tania Development Limited

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are fully aware of and accept the following matters:-
本人／我們，下述簽署人，僅此聲明及確認本人／我們清楚明白及接受下列事項：

- The decoration, furniture and chattels as set out in the Annex 1 hereto (the “**Vendor’s Items**”) **will not** be provided with the Property on completion and are not the fittings, finishes and appliances of the Property as depicted in the sales brochure. The Vendor will remove the Vendor’s Items from the Property without further notice to me/us.
附錄 1 所述之裝飾、傢俱和物件(「**賣方的物件**」)不會於成交時在該物業內提供的，亦不是售樓說明書所展示的該物業的裝置、裝修物料及設備。賣方將會從該物業移走賣方的物件而不向本人／我們作出進一步的通知。
- On completion, the Property will be provided with the decoration, furniture and chattels as set out in the Annex 2 hereto (the “**Furniture**”) free of charge. The Furniture is not the fittings, finishes and appliances of the Property as depicted in the sales brochure.
在成交時，該物業將免費附贈附錄 2 所述之裝飾、傢俱和物件(「**該傢俱**」)。該傢俱不是售樓說明書所描述的該物業的裝置、裝修物料及設備。
- No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the Property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.
賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於該物業成交日以成交時之狀況連同該物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。
- If any of the Furniture is out of stock, a Furniture of comparable quality will be provided.
如任何該傢俱的貨源短缺，賣方便會提供品質相若的傢俱。
- The Purchaser has been given specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase, the Purchaser hereby (a) declares that the Purchaser is fully satisfied with and accepts in all respects the Furniture; and (c) agrees to waive any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Furniture.
賣方特別要求買方就以上諮詢獨立的法律意見，買方充份明白以上的法律後果。儘管臨時買賣合約或買賣合約的其他條款，買方茲(a)聲明買家完全滿意並接受該傢俱；及(c)同意免除任何相關的質詢及反對，並同意不會要求賣方就該傢俱的任何或所有部份提供業權或業權的證明。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署

Annex 1 附錄 1

(Vendor's Items not provided with the Property
不會於該物業提供的賣方的物件)

Floor 樓層	Location 位置	Item 項目	No. 件數
G/F 地下	Lobby 大堂	Painting 畫	3
	Dining Room 飯廳	Silver Center Piece on Dining Table 餐枱中央銀擺設	1
	Living Room 客廳	Painting 畫	1
1/F 一樓	Hallway 迴廊	Painting 畫	1
	Bedroom 1 睡房 1	Painting 畫	1
	Bedroom 2 睡房 2	Painting 畫	2
	Bedroom 3 睡房 3	Painting 畫	1
2/F 二樓	Hallway 迴廊	Painting 畫	1
	Bedroom 4 睡房 4	Painting 畫	1
	Master Bedroom 主人睡房	Painting 畫	1

Annex 2 附錄 2

(Furniture to be provided with the Property free of charge
將於該物業免費提供的該傢俱)

Floor 樓層	Location 位置	Item 項目	No. 件數
G/F 地下	Lobby 大堂	Console Table 飾物枱	1
		Wardrobe 衣櫃	1
		Armchair 扶手椅	1
		Mirror 鏡	1
		Ceiling Chandelier 水晶吊燈	1
		Loose Carpet 地氈	1
		All Accessories 所有裝飾擺設	
	Kitchen 廚房	All Accessories 所有裝飾擺設	
	Powder Room 化妝室	Wall Chandelier 水晶壁燈	2
		All Accessories 所有裝飾擺設	
	Dining Room 飯廳	Dining Table 餐枱	1
		Dining Chair 餐椅	12
		Low Cabinet 矮櫃	1
		Ceiling Chandelier 水晶吊燈	1
		Curtains 窗簾	
		All Tablewares & Accessories EXCEPT the Silver Center Piece on Dining Table 所有餐飲用具及裝飾擺設除餐枱中央銀擺設	
	Living Room 客廳	3-seater Sofa 3 座沙發	2
		Armchair 扶手椅	5
		Coffee Table 咖啡枱	2
		Loose Carpet 地氈	2
		Ceiling Chandelier 水晶吊燈	2
		Curtains 窗簾	

		All Tablewares & Accessories 所有餐飲用具及裝飾擺設	
1/F 一樓	Hallway 迴廊	Wall Chandelier 水晶壁燈	2
	Bedroom 1 睡房 1	Bed 床	1
		Bedside Table 床邊矮枱	2
		Table Lamp 枱燈	2
		Desk 書枱	1
		Chair 椅子	1
		Floor Lamp 座地燈	2
		TV 電視機	1
		Loose Carpet 地氈	1
		Curtains 窗簾	
		All Accessories 所有裝飾擺設	
	Bedroom 2 睡房 2	Bed 床	1
		Bedside Table 床邊矮枱	2
		Wall Lamp 壁燈	2
		Chair 椅子	1
		Desk Lamp 書枱燈	1
		TV 電視機	1
		Loose Carpet 地氈	1
		Curtains 窗簾	
	Bedroom 3 睡房 3	Bed 床	1
		Bedside Table 床邊矮枱	2
		Wall Lamp 壁燈	2
		Chair 椅子	1
		Desk Lamp 枱燈	1
		TV 電視機	1
		Loose Carpet 地氈	1
		Curtains 窗簾	
	Utility Area 工作間	Washer 洗衣機	1
		Dryer 乾衣機	1
2/F 二樓	Hallway 迴廊	Wall Chandelier 水晶壁燈	2
	Bedroom 4 睡房 4	Bed 床	1
		Bedside Table 床邊矮枱	2
		Wall Lamp 壁燈	2
		Desk 書枱	1
		Chair 椅子	1
		Floor Lamp 座地燈	1
		TV 電視機	1
		Armchair 扶手椅	2
		Coffee Table 咖啡枱	1
		Loose Carpet 地氈	1

		Curtains 窗簾	
		All Accessories 所有裝飾擺設	
	Master Bedroom	Bed 床	1
	主人睡房	Bedside Table 床邊矮枱	2
		Table Lamp 枱燈	2
		2-seater Sofa 2 座沙發	1
		Coffee Table 咖啡枱	1
		Armchair with Stool 扶手椅連矮凳	1
		Floor Lamp 座地燈	1
		TV 電視機	1
		Wall Lamp 壁燈	2
		Mirror 鏡	1
		Chair 椅子	1
		Curtains 窗簾	
		All Accessories 所有裝飾擺設	
	Master Bathroom 主人浴室	Wall Chandelier 水晶壁燈	2
		All Accessories 所有裝飾擺設	
G/F-2/F 地下至二樓	Staircase 樓梯	Wall Chandelier 水晶壁燈	9

Vendor's Information Form
賣方資料表格

Annex 5 附件 5

Vendor 賣方	Tania Development Limited
Address 地址	No. 45 Tai Tam Road, Hong Kong 香港大潭道 45 號
Property 該物業	House No. 1 號 洋房
Purchaser(s) 買方	
I.D. / B.R. No. 身份證 / 商業登記證號碼	
Date 日期	

a) The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$59,729 per month 每月 HK\$59,729
b) The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	Annual Government Rent: HK\$140,940 年度地稅：港幣 140,940 元
c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	No 沒有
d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	(prior to 1 August 2023) 45 Tai Tam Management Limited (2023 年 8 月 1 日之前) 45 Tai Tam Management Limited (effective from 1 August 2023) Jones Lang LaSalle Management Services Limited (由 2023 年 8 月 1 日開始) 仲量聯行物業管理有限公司
e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 12 November 2024

印製日期：2024 年 11 月 12 日

Signed by the Purchaser(s) 買方簽署

收集閣下的個人資料

Tania Development Limited(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

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

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

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們提出，其地址為香港中環畢打街 11 號置地廣場告羅士打大廈 3201 室。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(“✓”)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(“✓”)，樂聲置業有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

☐

請不要向我發送直接促銷資訊。

☐

請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署： _____

姓名： _____

日期： _____

Tania Development Limited
Personal Information Collection Statement

Collection of your personal information

From time to time, it is necessary for you to supply Tania Development Limited ("we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to us at [National Properties], Suite 3201, Gloucester Tower, The Landmark, Hong Kong.

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

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, [National Properties] may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

☐

Please do NOT send direct marketing information to me.

☐

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

Signature: _____

Name: _____

Date: _____

「大潭道 45 號」(「該發展項目」)
 “45 Tai Tam Road” (the “Development”)

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第 I 部份

Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
 Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property.
2. 除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
 All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
3. 如臨時合約及正式合約因任何原因終止或取消，則賣方提供贈品、財務優惠及利益的協議將無效。
 The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
4. (如適用)根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
 (If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
5. 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。
 All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.
6. (如適用)所有由賣方將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)，在符合提供現金回贈的相關先決條件的情況下，賣方保留權利以其他方法及形式將現金回贈支付予買方。
 (If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Vendor for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Vendor reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.

第 II 部份

Part II

送贈傢俱優惠

Free Furniture Offer

買方可免費獲贈於「關於傢俱的確認書」中所述之相關住宅物業之裝飾、傢俱和物件(『該傢俱』)。賣方或其代表不會就該傢俱作出任何保證、保養或陳述，更不會就其狀況、狀態、品質及性能，及其是否或會否在可運作狀態作出任何保證、保養或陳述。該傢俱將於住宅物業成交日以成交時之狀況連同住宅物業交予買方。任何情況下，買方不得就該傢俱提出任何異議或質詢。本優惠受其他條款及條件約束。

The Purchaser will be provided with the decoration, furniture and chattels of the relevant residential property as set out in the Acknowledgement Letter regarding Furniture (the “Furniture”) free of charge. No warranty, maintenance or representation whatsoever is given by the Vendor or any person on behalf of the Vendor in any respect regarding the Furniture. In particular, no warranty, maintenance or representation whatsoever is given as to the condition, state, quality or fitness of any of the Furniture or as to whether any of the Furniture is or will be in working condition. The Furniture will be delivered to the Purchaser upon completion of the sale and purchase of the residential property in such condition as at completion together with the residential property. In any event, no objection or requisitions whatsoever shall be raised by the Purchaser in respect of the Furniture.

45 Tai Tam Road

孖士打律師行

香港中環遮打道十號

太子大廈十八字樓

(港鐵中環站 K 出口)

電話: 28432211 傳真: 28459121

MAYER BROWN

18th Floor, Prince's Building,

10 Chater Road, Central, Hong Kong.

(MTR Central Station Exit K)

Tel: 2843 2211 Fax: 2845 9121

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

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

Please read carefully the "Anti-Money Laundering" leaflet prepared by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the following website and bring the following to the office of **MAYER BROWN** when signing the formal Agreement for Sale and Purchase:-

務請首先詳閱香港律師公會所發出有關「打擊洗錢」之單張，該單張由售樓處派發或可在互聯網下載，並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients.pdf>

<https://www.hklawsoc.org.hk/-/media/HKLS/Home/Support-Member/Professional-Support/AML/AML-Template/AML-Leaflet-for-Clients-Chinese.pdf>

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

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

- | | |
|--|---|
| a. Memorandum and Articles of Association
公司組織及章程 | d. Latest Business Registration Certificate (certified copy)
最近期之商業登記證 (驗證本) |
| b.. Certificate of Incorporation (certified copy)
公司註冊證書 (驗證本) | e. Board Minutes for the purchase of the premises
購買有關單位之公司董事會議記錄 |
| c. Latest register of directors and annual return (certified copy)
(Form X/D2/AR1/NNC1/NAR1/ND2A/ND2B)
最近期之董事名冊驗證副本及公司周年申報表 (驗證本)
(表格 X/D2/AR1/NNC1/NAR1/ND2A/ND2B) | f. Company Chop
公司簽署印章 (膠印) |

Important Notice 重要的提醒

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

加付訂金或繳付部份樓價及樓價餘款須以**銀行本票**支付，抬頭請寫「**孖士打律師行**」

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

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

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

Type of Documents 文件種類		(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
I.	Formal Agreement for Sale and Purchase 正式買賣合約 <u>Note 1</u> Upon signing of the formal Agreement for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to "Mayer Brown" <u>備註 1</u> 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅，本票抬頭請寫「 孖士打律師行 」	[see Note (a)] [見備忘錄(a)]	1. Land search fees and miscellaneous charges: \$400.00 地註冊處查冊費及其他雜費: \$400.00 2. Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii) 見備忘錄(a)(ii)] 3. #Registration fee : \$210.00 #登記費: \$210.00 4. Charges for part of certified copies of title deeds and documents: \$2,000.00 部份 業權契據認證副本費用: \$2,000.00 5. Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費(只適用於公司買家): \$200.00 6. Plan fee for Agreement and Assignment: 買賣合約圖則費: House (per set): \$18,500.00 獨立屋(每套): \$18,500.00 7. Stamp Duty (please see Note on Stamp Duty) 印花稅(請參閱印花稅須知)
II.	First Legal Charge/Mortgage 第一正式按揭契	[see Note (b) & (c)] [見備忘錄 (b)及(c)] 0.1% of Loan Amount	1. Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00 2. #Registration fee: \$450.00 #登記費: \$450.00 3. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00 #公司註冊處按揭登記費(只適用於公司買家): \$340.00 4. #Bankruptcy/winding up search fees: \$80.00 (each) #個人破產/公司清盤查冊費: \$80.00 (每人/每間公司) 5. Company search fees (applicable to Corporate Purchaser only): \$200.00* 公司查冊費(只適用於公司買家): \$200.00 6. #Adjudication fee (if applicable): \$50.00 #裁定費(如適用): \$50.00*
III.	Assignment 樓契	[see Note (a)] [見備忘錄(a)]	1. Land search fees and miscellaneous charges: \$400.00 土地註冊處查冊費及其他雜費: \$400.00 2. #Registration fee: \$450.00 #登記費: \$450.00 3. Charges for remaining certified copies of title deeds and documents: (to be confirmed before completion) 剩餘 業權契據認證副本: (入伙時確認) 4. Costs for preparing certified copy of Deed of Mutual Covenant and Management Agreement: to be advised before completion 公共契據認證副本費: 入伙時通知 5. Stamp Duty: \$100.00 印花稅: \$100.00

Type of Documents 文件種類	(A) Legal Costs 律師費	(B) Miscellaneous charges payable by Purchaser 買方須付雜項費用
		6. Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徵款: \$350.00 7. Company search fees (applicable to Corporate Purchaser only): \$200.00 公司查冊費(只適用於公司買家): \$200.00 8. Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄(只適用於有限公司買家): \$500.00

The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.

上述的登記費，公司註冊存檔費及釐印裁定費以政府最後收費為準。

Note 備忘錄:

(a) (i) Joint Legal Representation

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

買賣雙方共同委託律師

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

(ii) Change of Legal Representation

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Legal Charge/Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

買方中途轉換律師

若買方在簽署正式買賣合約後，另行聘請自己的代表律師處理樓契及/或按揭契，則買方須立即向發展商代表律師支付港幣\$3,000，作為發展商律師處理正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation

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

買賣兩方分開委託律師

如買方聘用自己選擇的律師，買方須負責及繳付買方自己之律師費及一切雜項費用。

- (b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$2,000.00 for each set. The cost does not include the preparation of Guarantee.

若須代表可能受不正當影響的一方及擬備確認書，則另加提供法律意見及擬備確認書費用每套港幣 2,000.00 元。費用不包括擬備擔保書。

- (c) In fact, Mayer Brown will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the preparation of the Legal Charge/Mortgage and the Guarantee.

事實上，孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方，借款人或擔保人)處理按揭契及擔保書。

Other Charges (If applicable)

其他費用(若適用)

- | | | |
|--------|--|---|
| 1. (a) | Guarantee for 1 st Mortgage
第一按揭擔保書 | \$3,000.00 each
每份\$3,000.00 |
| (b) | Fees for advising potentially undue influenced party and preparing Acknowledgement of advice
向可能受不正當影響的一方提供法律意見及擬備確認書費用 | \$2,000.00 each set
每套 \$2,000.00 |
| 2. | (Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution
公司買家另需付 (a) 按揭詳情(公司註冊處登記用) (b) 會議記錄 | \$3,000.00 for each Company
每間公司每套\$2,500.00 |

- | | | |
|----|--|--|
| 3. | Supplemental Agreement
補充合約 | \$4,000.00 each
(exclusive of disbursements)
每份\$4,000.00
(不包括雜項費用) |
| 4. | Power of Attorney
授權書 | \$6,000.00 each
(exclusive of disbursements)
每份\$6,000.00
(不包括雜項費用) |
| 5. | For foreign corporate purchasers:

(a) fees for obtaining foreign lawyers' opinion

(b) obtaining up-to-date confirmation or opinion | \$10,000.00
\$5,000.00 |
- (Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are NOT included)
(適用於海外公司買家)另加安排海外律師法律意見之費用
(註：海外律師費及須支付海外律師之支出費用等並不包括在內)
6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request.
上述有關按揭之律師費用只適用於準備一份以物業為抵押之簡單按揭文件。若需準備其他抵押文件(包括租金轉讓文件/股票按揭/押記/從屬協議/貸款轉讓文件及貸款協議書等)，收費將會按所需時間計算。有關費用之報價可應要求另外提供。

Stamp Duty (印花稅)

The Stamp Duty (Amendment) Ordinance 2024 ("**2024 Amendment Ordinance**") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("**AVD**") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024 年印花稅（修訂）條例》（《2024 年修訂條例》）已於 2024 年 4 月 19 日刊憲，以實施 2024-25 年度財政預算案中的建議，即撤銷所有住宅物業需求管理措施。根據《2024 年修訂條例》，(a) 由 2024 年 2 月 28 日起，第 1 標準第 1 部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第 2 標準的稅率相同；及 (b) 在 2024 年 2 月 28 日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

Please consult your solicitors regarding details of the payment of AVD.

有關支付「從價印花稅」之詳情，請向閣下律師查詢。

Calculation of Ad Valorem Stamp Duty
從價印花稅計算方法如下

Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a) Up to \$3,000,000	\$100
(b) \$3,000,001 to \$3,528,240	\$100 + 10% of the excess over \$3,000,000
(c) \$3,528,241 to \$4,500,000	1.5%
(d) \$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e) \$4,935,481 to \$6,000,000	2.25%
(f) \$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g) \$6,642,861 to \$9,000,000	3.00%
(h) \$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
(i) \$10,080,001 to \$20,000,000	3.75%
(j) \$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
(k) \$21,739,121 and above	4.25%

Contact Person 聯絡人

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

如有查詢，請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時 30 分)(星期六及公眾假期除外)，聯絡諮詢有關簽署正式買賣合約問題事宜。