

This template of tender documents is applicable to tender sale carried out on or after 2 August 2025 under the Sales Arrangements issued and/or revised by the Vendor from time to time. Please refer to the Tender Notice for details.

This template of tender documents is only a template and for reference only, and is not for use for submitting a tender. Persons who are interested in submitting a tender shall make reference to the Sales Arrangements concerned and collect the tender documents of the property(ies) concerned. The vendor reserves the right to amend the tender documents from time to time.

此招標文件範本適用於2025年8月2日或之後根據賣方不時發出及/或修改的銷售安排資料進行之招標。詳情請參閱招標公告。

此招標文件範本只屬範本，僅供參考，並不用於入標。有興趣入標之人士請參考相關銷售安排並索取相關物業之招標文件。賣方保留權利不時修改招標文件。

UPPER MANOR (the “Development”) 半山名滙 (「發展項目」)

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

Those properties set out in the Column of “Properties for Tender” in Paragraph A of Offer Section
要約部份 A 段「**招標物業**」一列所列出之物業

Date of this Tender Notice 本招標公告日期：

Vendor 賣方	Or Pui Kwan 柯沛鈞
Sales Arrangement 銷售安排	Information on Sales Arrangement of the following number (as amended from time to time): 以下編號之銷售安排資料（包括其不時之修定）： 2
Commencement Time of Tender Sale 開始招標時間	See Tender Particulars Table 見招標詳情附表
Closing Time of Tender Sale 截止招標時間	See Tender Particulars Table 見招標詳情附表
Tender Period 招標期間	From Commencement Time of Tender Sale to Closing Time of Tender Sale 由開始招標時間至截止招標時間
Acceptance Period 接受中標期間	The period between (a) Commencement Time of Tender Sale concerned and (b) the date falling the 7 th working day after the date of tender sale concerned (both days inclusive) 指由(a)開始招標時間至(b)相關招標出售日期後起計的第7個工作日內（包括首尾兩日）
Tender Box 投標箱	Tender box located at 投標箱設置於： 9/F, Pioneer Centre, 750 Nathan Road, Mongkok, Kowloon 九龍旺角彌敦道 750 號始創中心 9 樓

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

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

標物業的先前投標，因此在招標出售日期該招標物業可能變得不能再出售。在這種情況下，賣方將拒絕該招標物業的其他要約。

Tender Particulars Table 招標詳情附表:

Date of Tender Sale 招標出售日期	Commencement Time of Tender Sale 開始招標時間	Closing Time of Tender Sale 截止招標時間
<p>Tender on every day from [***] to [***] (both dates inclusive)</p> <p>招標於每日由 [***] 年 [***] 月 [***] 日起至 [***] 年 [***] 月 [***] 日 (包括首尾兩日)</p>	<p>[***] [a.m.][p.m.] on the relevant date of tender sale</p> <p>相關招標出售日期的 [上午][下午][***]時正</p>	<p>[***] [a.m.][p.m.] on the relevant date of tender sale</p> <p>相關招標出售日期的 [上午][下午][***]時正</p>

TERMS AND CONDITIONS OF THE TENDER SALE

招標條款及條件

1. To make an offer to purchase the Property for Tender, a tenderer shall submit the items referred to in paragraph B of the Offer Section of this document below (the “Offer Section”) by delivering the same to the Tender Box during the Tender Period. A Property for Tender so offered to be purchased by the tenderer will be referred to as a “**Tendered Property**”.
如欲作出要約購買任何招標物業，投標人須於招標期間把本文件下文要約部份（「**要約部份**」）第 B 段所述的項目交回投標箱。投標人如此投票要約購買的招標物業稱為「**投標物業**」。
2. A tenderer’s submission of a tender as aforesaid constitutes that tenderer’s agreement to these terms and conditions and a formal offer for the purchase of the Tendered Property which shall remain irrevocable and open for acceptance by the Vendor during the Acceptance Period and, on acceptance by the Vendor, a contract shall be constituted between the tenderer and the Vendor. The Tendered Property the offer of which is accepted by the Vendor will be referred to as the “**Purchased Property**”.
投標人如前述作出投標即視作投標人同意本文件條款及條件及就購買投標物業作出正式要約，且該要約於接受中標期間內不能收回及可供賣方接受，而一經賣方接受，投標人與賣方之間即有合約存在。獲賣方接受投標人要約的投標物業稱為「**所購物業**」。
3. A tenderer may offer to purchase of more than one Property for Tender in the Offer Section at the same time.
投標人可於要約部份中同時就多於一個招標物業提出要約購買。
4. The Vendor may accept an offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will, as soon as practicable, sign and send to the tenderer concerned a written notice of acceptance and return to the tenderer concerned one duplicate of Agreement for Sale and Purchase of the Purchased Property executed by the Vendor and dated not later than the last date of the Acceptance Period, with the original(s) of the plan(s) of the Purchased Property attached thereto (copy(ies) of the plan(s) of the Properties for Tender is/are enclosed herewith for reference only).
賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受要約。賣方接受後，將盡快向有關投標人送遞接納投標的書面通知及交回經賣方簽立且日期為不後於接受中標期間最後一日之所購物業之買賣合約並將所購物業圖則正本附夾其中（招標物業的圖則副本附夾於本文件，僅供參考）。
5. Before a tenderer’s offer is accepted, any cashier order and/or cheque submitted by that tenderer will remain uncashed. Once an offer is accepted by the Vendor, all cashier order and/or cheque submitted by the tenderer concerned will be cashed for the payment of the deposit of the Purchased Property. If a tenderer’s offer is not accepted, the Vendor will notify that tenderer. All cashier order and/or cheque submitted by that tenderer will be made available for collection by prior appointment Provided That the Vendor shall be entitled to return any cashier order and/or cheque to a tenderer (at the risk of that tenderer) by ordinary or registered post to the tenderer’s address specified in the Offer Section.
投標人的要約未被接受前，投標人所提交之任何本票及/或支票將不作兌現。一旦賣方接受投標人要約，所有有關投標人遞交的本票及/或支票將作兌現並用以支付所購物業的訂金。倘投標人的要約不被賣方接受，賣方將通知該投標人。經預約該投標人可領回所有該投標人遞交的無兌現之本票及/或支票，唯賣方亦有權將任何本票及/或支票以普通或掛號郵遞至該投標人於要約部份填上之地址（遺失風險由該投標人承擔）。
6. The Vendor does not undertake and is under no obligation whatsoever to, review, consider or accept the highest offer or any offer at all for the purchase of any Property for Tender. The Vendor shall have the absolute discretion to determine whether to accept any tender of any Property for Tender, and the tender results decided by the Vendor are final and the tenderer shall not raise any claims or objections in respect thereof. The Vendor has the absolute right to withdraw from the sale of any Property for Tender at any time until the acceptance of an offer to purchase that Property for Tender.
賣方並不承諾亦無任何責任閱覽、考慮或接受認購任何招標物業最高出價之要約或任何要約。賣方有絕對酌情權決定是否接受任何招標物業的任何投標，賣方決定的投標結果為最終的，而投標人不

得就此提出任何申索或反對。賣方有全權於任何時間撤回出售任何招標物業，直至接受購買該招標物業之要約。

7. Where a tenderer submits a tender through the introduction of an estate agent (the “Intermediary”), the tenderer shall fill in the details of the Intermediary in the Offer Section. By submitting a tender, the tenderer will be deemed to have acknowledged and confirmed that:
倘投標人經由地產代理（「介紹人」）介紹而投標，投標人須在要約部份填上介紹人資料。投交標書，投標人即被視作知悉和確認：
- (a) the Intermediary represents the tenderer in the transaction (whether or not the Intermediary also represent the Vendor);
介紹人於交易中代表投標人（不論是否亦代表賣方）；
 - (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor, whether or not the tenderer’s offer to purchase is accepted;
介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標人或任何其他人士負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束（不論投標人的購買要約是否獲接受）；
 - (c) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, whether or not the tenderer’s offer to purchase is accepted. If the tenderer’s offer is accepted, the sale and purchase of the Purchased Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and;
投標人與介紹人或任何其他地產代理之任何爭議（不論投標人的購買要約是否獲接受），一概與賣方無關。倘投標人的購買要約獲接受，所購物業之買賣將按照本文件條款及條件及交易文件條款及條件進行；及
 - (d) the Vendor has not and has not authorized any of its staff, the Intermediary or any other estate agent to collect directly or indirectly from any tenderer, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price of the Tendered Properties. If any person demands any other benefit from a tenderer for submission of the offer to purchase the Tendered Properties, the tenderer has been advised that the tenderer should report promptly to the Independent Commission Against Corruption (ICAC). 賣方並無直接或間接、亦無授權任何其職員、介紹人或任何其他地產代理向任何投標人、介紹人或任何其他地產代理收取樓價以外任何利益、費用或佣金。如遇任何人士就投標人入標認購投標物業向該投標人索取任何其他利益，該投標人已獲建議速向廉政專員公署（ICAC）舉報。

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

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

8. All tenderers are advised to instruct their own solicitors to advise them on the terms and conditions of this document and of the forms of the documents enclosed herewith. If the offer is accepted, the tenderer concerned shall instruct independent solicitors acting for the tenderer concerned (and not the Vendor at the same time) for the purchase of the Purchased Property.

特此建議所有投標人就本文件及附夾於本文件之各文件之條款及條件向其律師尋求意見。如要約獲

賣方接受，有關投標人需要就購買所購物業聘用獨立律師代表該投標人（而不同時代表賣方）。

9. This document and the enclosed forms are all confidential Provided That they may be disclosed to professional advisor(s) upon reasonable discretion and on a need to know basis but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided in consideration of the agreement to the foregoing.
本文件及所附夾之表格均屬機密，唯可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予專業顧問，唯透露之目的僅限於就本文件條款及條件所預期交易之相關事宜提供專業意見。本文件及所附夾之表格之提供是基於投標人同意上文規定。
10. The tender on any Date of Tender Sale will not be affected or cancelled in case any typhoon signal or rainstorm warning signal is announced at any time of that date.
若於任何出投標售日期任何時間懸掛任何颱風訊號或發出任何暴雨警告訊號，當日之招標亦不受影響，亦不會取消。
11. A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.
並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。
12. In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
本文件條款及條件中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。
13. The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.
本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

OFFER SECTION 要約部份

To be completed and signed by the tenderer:
由投標者填妥及簽署：

- A. I/We hereby specify my/our offer to purchase the following property(ies).
我/我們特此指明我/我們之要約購買以下物業。

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

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

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

Part I 第 I 部分

	Item(s) 項目	No. of counterpart needed for submission 需遞交份數	Need dated by Tenderer? 需要投標人在 文件填上日期 嗎?	Submitted? 是否已提交?
1	This document together with Offer Section completed 已填妥之本文件連同要約部份	1	✓	<input type="checkbox"/>
2	Completed Agreement for Sale and Purchase 已填妥之本物業之買賣合約	2	X	<input type="checkbox"/>

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

Part II 第 II 部分

	Item(s) 項目	Submitted? 是否已提交?
1	one or more Hong Kong Dollar cashier orders and/or cheque issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered. 一張或多張由香港持牌銀行發出金額合共等於出價 5%的港幣銀行本	<input type="checkbox"/>

	票及/或支票。 <i>(all cashier orders and cheques mentioned above made payable to “Grandall Zimmern Law Firm” 所有上述本票和支票抬頭人為「國浩律師（香港）事務所」)</i>	
2	<p>copy(ies) of identification document(s) of the tenderer (if the tenderer comprises more than one person, each such person)</p> <p><i>note: i. If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport.</i></p> <p><i>ii. If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of directors and annual return of the tenderer (if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by the a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors.</i></p> <p>所有投標人的身份證明文件之副本</p> <p>註：i. 若投標人為自然人，指香港身份證，如不適用，則指其他有效身份證明文件（如護照）；</p> <p>ii. 而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證、投標人最新的董事名冊及週年申報表（如適用）。如果有關投標人是外國公司，則需提供經該公司董事正式認證的相關公司文件，證明該公司在其註冊地正式成立並證明其董事的詳細信息。</p>	<input type="checkbox"/>
3	<p>If the tenderer is a company, a copy of the Board Resolutions of the tenderer authorizing the signing of the Offer Section of this document, the Preliminary Agreement for Sale and Purchase and other documents mentioned above in the manner as they are signed.</p> <p>若投標人為公司，投標人的董事決議副本以授權公司簽署本文件要約部分、臨時買賣合約及其他上述文件。</p>	<input type="checkbox"/>

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

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

- D. I/We hereby make the following declaration on related party (please choose one of the following):

我／我們特此確認作出以下關於有關連人士的聲明（請選擇以下其一）：

- ☐ I/We/one or more of us am/is/are a related party(ies)* of the Vendor.
我／我們／我們中有一名或多於一名人士乃賣方的有關連人士。
- ☐ I am not/We are not/None of us is a related party* of the Vendor.
我／我們均並非賣方的有關連人士。

* A person is a related party to the vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent,

spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

如有以下情況，某人即屬賣方的有關連人士－該人是－(i) 該賣方的董事，或該董事的父母、配偶或子女；(ii) 該賣方的經理；(iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；(iv) 該賣方的有聯繫法團或控權公司；(v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或(vi) 上述有聯繫法團或控權公司的經理。

Remarks 備註：

For the purpose of this Paragraph D, Vendor means each of the following: (1) Or Pui Kwan (as “Owner”); and (2) Excel Billion Holdings Limited (as “Person so Engaged”) (Note: “Owner” means the legal or beneficial owner of the Development. “Person so Engaged” means the company which is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.)

為本 D 段目的，「賣方」指每名以下的人：(1) 柯沛鈞 (作為「擁有人」)；和(2)兆卓集團有限公司 (作為「如此聘用的人」) (備註：「擁有人」指發展項目的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的公司。)

- (i) “holding company of that vendor” means any of the following companies:
“賣方的控權公司” 指任何下列公司：

Holding company of the Owner 擁有人的控權公司：Not applicable 不適用

Holding company of the Person so Engaged 如此聘用的人的控權公司：
Elegant Florist Limited, Kowloon Development Company Limited
Elegant Florist Limited、九龍建業有限公司

- (ii) “associate corporation”, in relation to a corporation or specified body, means –
“有聯繫法團” 就某法團或指明團體而言，指 -
(a) a subsidiary of the corporation or specified body; or
該法團或指明團體的附屬公司；或
(b) a subsidiary of a holding company of the corporation or specified body;
該法團或指明團體的控權公司的附屬公司；
- (iii) “manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);
“經理” 具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；
- (iv) “private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and
“私人公司” 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及
- (v) “subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622).
“附屬公司” 指《公司條例》(第 622 章)所指的附屬公司。

E. Contact Information of the Tenderer(s) 投標人資料

Name of tenderer(s) 投標人的姓名: _____

(applicable if the tenderer is a natural person 適用於投標人為自然人)

Identification documents no. 身份證明文件號碼: _____

Note: please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify).

註: 請填上香港身份證號碼 (如不適用則填上其他有效身份證明文件號碼如護照 (請列明))

(applicable if the tenderer is a company 適用於投標人為公司)

(i) Certificate of incorporation. number and/or business registration number

公司註冊證號碼及/或商業登記證號碼 (i) _____

(ii) Place of incorporation 公司成立地點 (ii) _____

Address地址:

Correspondence address 聯絡地址 (if different from address above 如與上述地址不同):

Telephone number 電話號碼: _____

Fax number 傳真號碼: _____

Email address 電郵地址: _____

(applicable for tenderer (natural person) who is not in Hong Kong OR for tenderer (company) which is not incorporated in Hong Kong (適用於投標人(自然人)並非身處香港或投標人(公司)並非於香港成立)*)

i. Contact person in Hong Kong 在港聯絡人: (i) _____

ii. Hong Kong telephone number 香港電話號碼: (ii) _____

iii. Correspondence address in Hong Kong 香港通訊地址: (iii) _____

*If the tenderer is a foreign company, the tenderer must provide a correspondence address in Hong Kong and a contact person in Hong Kong with a Hong Kong telephone number.

*如投標人是海外公司，投標人必須提供其香港通訊地址、香港聯絡人及其香港電話號碼。

F. Particulars of Intermediary 介紹人資料

Name of Intermediary 介紹人姓名：_____

Estate Agent's/Salesperson's Licence No.
地產代理／營業員牌照號碼：_____

Estate Agency 所屬地產代理公司：_____

Please attach estate agent's name card and a copy of valid Estate Agent's/ Salesperson's Licence which was issued by Estate Agents Authority.

請附上地產代理名片及由地產代理監管局發出之有效地產代理／營業員牌照副本。

G. Personal Data 個人資料

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

I/We hereby acknowledge that I/we am/are aware of and understand that under the latest draft Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development:

我／我們確認我／我們知悉及明白按照發展項目最新草擬之有關大廈公契及管理協議（以下簡稱「公契」），當中規定：

- (a) where the residential unit has an open kitchen, Owner(s) of such residential unit shall at his/her/its/their own costs and expenses observe and comply with provisions in the DMC relating to the fire safety of open kitchen(s) (including without limitation those as set out in paragraph 9 of Schedule 8 of the DMC) and shall cause the tenants, licensees and occupiers of such residential unit to observe and comply with the same.
若住宅物業有開放式廚房，該住宅物業的業主須自費遵守及履行公契內（包括但不限於公契附表 8 第 9 段所列出的）有關開放式廚房消防安全之條款，並須促使該住宅物業之租客、被許可人及佔用人遵守及履行上述的消防安全條款。
- (b) where the residential unit includes a flat roof and/or roof, 若住宅物業包括平台及/或天台，
- (i) there may be certain area(s) located within the flat roof of certain residential unit(s) (each an "Area") which form(s) part of the common areas and facilities of the Development. The Area does not form part of the residential unit and the Owner(s) of such residential unit will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area. Please refer to the Sales Brochure for details of the Area.

某些位於部分住宅物業的平台內的範圍（每一為「該範圍」）屬發展項目公用地方及設施的一部分。該範圍並不屬於住宅物業一部份，而該物業之業主將無任何獨有權利持有、使用、佔用或享用該範圍。請參閱售樓說明書，以了解該範圍的詳情。

- (ii) The management, use and operation of the Area shall be subject to the DMC. Without limitation to the generality of the foregoing, the manager of the Development (the “Manager”) shall have the powers to have exclusive control over the Area and to generally administer and manage the Area. The Manager shall have the power to enter with or without agents, surveyors, workmen, contractors, vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable notice (except in an emergency) upon any residential unit to access any common areas and facilities or to exercise or carry out any of the duties or powers of the Manager under the DMC or for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the common areas and facilities or other owner.

該範圍之管理、使用及運作受公契規管。在無損前文概括性下，發展項目之管理人（「管理人」）有權獨有控制該範圍，並負責該範圍的一般管理及行政工作。管理人有權力在事先發出合理通知的情況下於所有合理時間（緊急情況除外）攜同或不攜同代理人、測量員、工作人員、承辦商、車輛、裝備、機械、物料及機器進入公用地方及設施以執行或行駛管理人於公契下之任務或權力，或進行發展項目的必要維修或減除影響或可能影響發展項目公用地方及設施或其他業主的危險或滋擾。

- (iii) The Manager has the power to operate the gondola including all jibs, brackets, hinges, posts or other related equipment over any balcony, utility platform, air-conditioner platform, air-conditioner plinth, flat roof, roof or open area of or in any air space above any of the residential units.

管理人有權於任何住宅物業的任何露台、工作平台、空調機平台、空調機台、平台、天台或露天的範圍上或任何住宅物業的上空中操作吊船（包括所有吊臂、支架、合頁、支柱或其他相關設備）。

I/We hereby confirm and declare that I/we tender to purchase the Tendered Property(ies) with full knowledge of the abovementioned restrictions and obligations and the notes attached hereto as Schedule 2 and shall fully observe and comply with the same if my/our tender offer is accepted.

我/我們確認及聲明我/我們出標認購投標物業時已完全知悉上述之限制及責任及附夾於本文件附表 2 之注意事項，並倘我/我們之出標獲接受將完全遵守及履行該等限制及責任及注意事項。

I/We, the Tenderer, have read the entire Tender Notice and completed (i) the Offer Section and (ii) the documents in Part I of Paragraph B. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Notice.

我/我們，投標人，已閱覽整份招標公告及填妥 (i) 要約部份及(ii) B 段第 I 部分的文件。我/我們同意受招標公告的條款和條件的約束並確認我/我們接受招標公告的條款和條件。

(Note: The Offer Section must be signed by ALL of the Tenderers, if there is more than one Tenderer. If the Tenderer is a corporation, the Offer Section must be signed by its authorized signatory(s) with company chop) (註: 如投標人多於一位則所有投標人均須簽署要約部份。如投標人是公司，要約部份必須由其獲授權簽署人並加蓋公司印章。)

Tenderer's Signature 投標人簽署

Name of the authorized signatory (if the Tenderer is a corporation) 獲授權簽署人姓名 (如投標人是公司):

Date 日期: _____

Schedule 附表 1
Personal Information Collection Statement
個人資料收集聲明

Remarks: For the purpose of this Schedule, Vendor means each of the following: (1) Or Pui Kwan (as “Owner”); and (2) Excel Billion Holdings Limited (as “Person so Engaged”) (Note: “Owner” means the legal or beneficial owner of the Development. “Person so Engaged” means the company which is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.)

註：為附表目的，「賣方」指每名以下的人：(1) 柯沛鈞(作為「擁有人」)；和(2)兆卓集團有限公司(作為「如此聘用的人」)(備註：「擁有人」指發展項目的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的公司。)

1. The Vendor (“we” or “us”) needs the personal data of you (i.e. the tenderer) for purposes including: dealing with matters relating to the tender and the sale and purchase of the Purchased Property, providing services to you and meeting requirements imposed by law. Your provision of personal data is voluntary but we may not be able to process your request or provide the required services to you if you do not provide us with the required data. We will keep your personal data confidential at all times, but may disclose and transfer your data to our group companies (including but not limited to Kowloon Development Company Limited), and/or any appropriate government or regulatory authorities for one or more of the purposes stated above.
賣方(「我們」)需要閣下(即投標人)個人資料作不同用途，包括處理所購物業之招標及買賣相關事宜、為閣下提供服務及遵守法律的規定。閣下的個人資料為自願提供的，但如果閣下未能供我們所需的資料，我們可能無法處理閣下的要求或向閣下提供服務。我們在任何時候都會將閣下的個人資料保密，惟我們可能將閣下的個人資料，就上述一項或多項用途向我們的集團公司(包括但不限於九龍建業有限公司)，及/或任何適當的政府或監管機構作出披露和移轉。
2. We intend to use your personal data in direct marketing and provide your personal data to our group companies (including but not limited to Kowloon Development Company Limited) for use by them in direct marketing.
我們擬使用閣下的個人資料作直接促銷及提供閣下的個人資料給我們的集團公司(包括但不限於九龍建業有限公司)供他們作直接促銷之用。
3. We may not so use or provide your personal data unless we have received your written consent to the intended use and provision.
我們不得如此使用或提供閣下的個人資料，除非已獲得閣下有關此等使用及提供的書面同意。
4. Your personal data to be used and provided includes your name, contact number and address.
將會被使用及提供的閣下個人資料包括閣下的姓名、聯絡電話號碼及地址。
5. Your personal data will be used and provided for marketing property development projects including but not limited to: 閣下的個人資料會被使用及提供作促銷物業發展項目包括但不限於：
 - The leasing/sales information (including but not limited to leasing/sales information relating to car parking spaces) and promotional activities in relation to the Development on the understanding that the sale or leasing arrangements shall be determined by the Vendor at its sole discretion; and
有關發展項目之租售資料(包括但不限於車位之租售資料)及推廣活動，而閣下明白租售之安排將由賣方全權決定；及
 - The promotional materials of the properties marketed by the Vendor and/or its group companies (including but not limited to Kowloon Development Company Limited).
賣方及/或其集團公司(包括但不限於九龍建業有限公司)所推廣的物業的相關宣傳資料。
6. If you do not consent to the use and provision of your personal data for direct marketing purposes as stated above, you may tick the relevant box in the Offer Section. If you consent to the use and provision of your personal data for direct

marketing but wish to withdraw your consent at a later stage, please inform us in writing at the address below. Any such request should clearly state the details of the personal data in respect of which the request is made.

若閣下不同意個人資料被使用及提供作上述的直接促銷用途，閣下可在要約部分相關空格加上剔號。若閣下同意個人資料被使用及提供作直接促銷用途但日後希望撤回同意，請致函下列地址通知我們。任何此等要求均須清楚說明相關要求所針對的個人資料的詳情。

7. You have the right to ascertain whether we hold your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request us to inform you of the type of personal data held by us. Requests for access and correction or for information regarding our privacy policies and practices should be addressed to our Marketing Officer by writing at the following address: 23/F, Pioneer Center, 750 Nathan Road, Kowloon.

閣下有權確認我們是否持有閣下的個人資料，並獲取該等資料之副本，以及改正任何錯誤之資料。閣下亦可要求我們通知閣下我們持有之個人資料類別。閣下可透過書面方式聯絡我們的市場推廣主任（地址：九龍彌敦道 750 號始創中心 23 樓）要求查閱或改正閣下的個人資料或了解我們的資料保護政策和實務詳情。

Schedule 附表 2
NOTES 注意事項

Owners of residential unit with open kitchen (an “Open Kitchen Flat”) shall observe and comply with the followings:
設有開放式廚房的住宅單位（「開放式廚房單位」）業主需遵守及履行以下規定：

- (i) Not to remove, tamper or obstruct any addressable smoke detector provided inside any Open Kitchen Flat or at the typical lobbies outside any Open Kitchen Flat.
不可拆除、擅自改動或阻塞於任何開放式廚房單位內或任何開放式廚房單位內外之標準大堂提供的可尋址煙霧警報器。
- (ii) Not to remove, tamper or obstruct any sprinkler head provided inside ceiling void and at the ceiling immediately above the open kitchen of any Open Kitchen Flat.
不可拆除、擅自改動或阻塞於任何開放式廚房單位開放式廚房的天花空位內及天花頂提供的灑水器。
- (iii) Not to remove, tamper or obstruct the full height wall having an FRR (fire resistance rating) of not less than - /30/30 adjacent to the exit door of a residential unit.
不可拆除、擅自改動或阻塞與任何住宅單位出口大門相鄰的耐火級別不低於-/30/30的全高度牆。
- (iv) To allow the fire service installations to be subject to annual maintenance / inspection conducted by the Manager’s registered fire service installation contractor. To allow access for the Manager’s registered fire services installation contractor to carry out annual check/inspection and maintenance.
准許管理人聘請的註冊消防承辦商就消防裝置進行周年保養／檢查。准許管理人聘請的註冊消防承辦商進入以進行周年檢查、視察及保養。
- (v) To bear the responsibility and the cost in the maintenance, testing and commissioning of those abovementioned fire safety provisions which are inside or serve exclusively a residential unit shall be borne by the Owner of that residential unit.
上述位於住宅單位內或專用於住宅單位的消防安全設施的保養、測試和調試的責任和費用應由該住宅單位的業主承擔。
- (vi) To observe and comply with the Fire Safety Management Plan.
須遵守和履行消防安全管理計劃。

Dated the day of 2025

AGREEMENT FOR SALE AND PURCHASE

GRANDALL ZIMMERN LAW FIRM
14th Floor, The Hong Kong Club Building,
3A Chater Road, Central, Hong Kong
Ref: WSM/CON/230628

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 Vendor intends to erect and complete upon the land before the 30th day of April 2026 the Development in all respects complying with the building plans.
 - (2) The land and the Development are notionally divided into undivided shares, such shares being subject to adjustment by the Vendor under clause 22.
 - (3) No consent of the Director of Lands is required for the Vendor to enter into (inter alia) this Agreement for the sale of the Property.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- Interpretation
1. (1) In this Agreement -
 - (a) "Authorized Person" means the authorized person of the Development within the meaning given by section 2 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);

- (b) "building plans" –
- (i) means the plans prepared by the Authorized Person in respect of the Development and approved by the Building Authority; and
 - (ii) includes any approved amendments to the plans mentioned in paragraph (i);
- (c) "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;
- (d) "Certificate of Compliance" means the certificate issued or to be issued by or on behalf of the Director of Lands to the effect that all the positive obligations of the Vendor under the Government Grant in relation to the land have been complied with;
- (e) "Construction Costs" means the aggregate of -
- (i) any sum incurred or to be incurred in connection with any works done or to be done, and materials or goods supplied or to be supplied, in connection with the site formation on the land and the substructure and superstructure construction for the Development (including the communal and recreational facilities as set out in clause 11(2)), and the making of the Development fit to qualify for the issue of an Occupation Document ;

- (ii) any sums needed to be incurred by the Vendor to install the fittings, finishes and appliances of the Development (including the fittings, finishes and appliances as set out in clause 11(1)) and in making every unit in the Development ready for handover to purchasers on completion of the sale and purchase; and
 - (iii) any other sums (excluding Professional Fees) which in the reasonable opinion of the Authorized Person needed to be incurred to complete the Development to qualify for the issue of an Occupation Document and to comply with this Agreement;
- (f) "Deed of Mutual Covenant" means the document to be registered in the Land Registry which defines the rights, interests and obligations of all or any of the co-owners of the land and the Development among themselves and incorporates a Management Agreement (if any);
- (g) "Development" means the Development consists of, inter alia: (a) a podium structure containing the shops, the covered area and the recreational areas and facilities; and (b) a residential tower thereabove containing the residential units now being constructed or to be constructed on the land and intended to be known as "Upper Manor (半山名滙)";

- (h) "Government" means the Government of the Hong Kong Special Administrative Region;
- (i) "Government Grant" means the Government grant documents, as set out in Schedule 2;
- (j) "land" means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of Section A of Inland Lot No. 689, Sub-section 3 of Section A of Inland Lot No. 689, Sub-section 2 of Section A of Inland Lot No. 689, Section A of Sub-section 1 of Section A of Inland Lot No. 689 and the Remaining Portion of Sub-section 1 of Section A of Inland Lot No. 689;
- (k) "Occupation Document" –
 - (i) where the Development is a Relevant NTEH Development, means the letter to be issued by the Director of Lands confirming that the Director of Lands has no objection to every building in the Development being occupied; or
 - (ii) in any other case, means the occupation permit or temporary occupation permit to be issued by the Building Authority under Section 21 of the Buildings Ordinance (Cap. 123) for every building in the Development;
- (l) "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day;

- (m) “Professional Fees” means any sums incurred or to be incurred by the Vendor for the employment of the Authorized Person and other professional persons or consultants in relation to completion of the Development;
- (n) "Property" means the property described in Schedule 3;
- (o) “Relevant NTEH Development” means a specified NT development as defined in section 5 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase;
- (p) “Vendor’s Solicitors” means Messrs. Grandall Zimmern Law Firm.

(2) In this Agreement –

- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621);
- (b) the floor area of an item under paragraph (a) of Schedule 4 is calculated in accordance with section 8(3) of that Ordinance; and
- (c) the area of an item under paragraph (b) of Schedule 4 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

(3) In this Agreement, if the context permits or requires, the singular number includes the

plural and the masculine gender includes the feminine and the neuter.

Sale and
purchase

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

- (a) the Property; and
- (b) such areas and facilities (if any) as may be designated as common areas or common parts and common facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase
price

3. (1) The purchase price is the sum set out in Schedule 5, payable by the Purchaser to the Vendor's Solicitors as stakeholders in the manner set out in Schedule 5.

(2) In the event of any money paid under this Agreement to the stakeholders not being applied in the manner set out in clause 26, such money is deemed to have been paid by the

Purchaser to the Vendor's Solicitors as agents for the Vendor.

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

(4) In respect of each payment of the purchase price or any part of the purchase price required to be made under this Agreement, the Purchaser shall deliver to the Vendor's Solicitors on the date on which such payment is required to be made a cashier order issued or a cheque certified good for payment by a licensed bank in the Hong Kong Special Administrative Region in favour of the Vendor's Solicitors for the relevant amount.

(5) Subject to sub-clause (3) but without prejudice to any other remedy under this Agreement, the Vendor is entitled to demand and receive payment of interest on the amount of any part of the purchase price not paid on its due date at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date on which the same ought to have been paid by the Purchaser to the date of actual payment.

Construction
of
Development,
extension of
time,
rescission

4. (1) The Vendor shall –
- (a) continue the construction of the Development with all due expedition;
 - (b) comply with the requirements of the Building Authority (where applicable) and of any other relevant Government authority relating to the Development; and
 - (c) complete the Development in all respects in compliance with the building plans (if any) on or before the 30th April 2026 subject to such extensions of time as may be granted by the Authorized Person in accordance with sub-clause (3)(a).
- (2) (a) Subject to sub-clause (2)(b), if the Vendor fails to complete the Development by the date specified in sub-clause (1)(c) as extended by any extensions of time granted by the Authorized Person under sub-clause (3)(a), the Purchaser is at liberty, in addition to any other remedy that the Purchaser may have, by notice in writing to the Vendor to rescind this Agreement and upon service of such notice, this Agreement is rescinded, and the Vendor shall, within 7 days after the rescission, repay to the Purchaser all amounts paid by the Purchaser under this Agreement together with interest on those amounts at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates on which such amounts were paid up to the date of repayment, the repayment of such amounts and interest to be in full and final settlement of all claims by the Purchaser against the Vendor under this Agreement.

- (b) If the Purchaser does not rescind this Agreement under sub-clause (2)(a) within 28 days after the date specified in sub-clause (1)(c) or any extended date under sub-clause (3)(a), the Purchaser is deemed, without prejudice to the Purchaser's rights under sub-clause (2)(c), to have elected to wait for completion of the Development. In such event the Vendor shall pay to the Purchaser interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on all amounts paid under this Agreement from the date following the date specified in sub-clause (1)(c) or any extended date under sub-clause (3)(a) up to the date of completion of the Development. Such interest shall be paid or allowed as a credit to the Purchaser in respect of the purchase price on completion of the sale and purchase.
- (c) Despite sub-clauses (2)(a) and (2)(b), if the Development is not completed within a period of 6 months from the date specified in sub-clause (1)(c) or any extended date under sub-clause (3)(a), the Purchaser is at liberty either to rescind this Agreement in which event the provisions of sub-clause (2)(a) relating to repayment and interest apply or to await the completion of the Development in which event the provisions of sub-clause (2)(b) relating to the payment of interest apply.
- (3) (a) The Vendor is entitled to such extensions of time for completion of the Development beyond the date specified in sub-clause (1)(c) as granted by the Authorized Person and appear to the Authorized Person to be reasonable having

regard to delays caused exclusively by any one or more of the following reasons –

- (i) strike or lock-out of workmen;
- (ii) riots or civil commotion;
- (iii) force majeure or Act of God;
- (iv) fire or other accident beyond the Vendor's control;
- (v) war; or
- (vi) inclement weather.

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

- (b) The Vendor shall within 14 days after the issue of any such extensions of time granted by the Authorized Person under sub-clause (3)(a) furnish the Purchaser with a copy of the relevant certificate of extension.

Apply
Certificate
of
Compliance/
Occupation
Document

- 5. (1) The Vendor shall apply in writing for an Occupation Document in respect of the Development within 14 days after its having completed the Development as stipulated in clause 4(1)(c).
- (2) For the purposes of clauses 4(1), 4(2)(a), 4(2)(b), 4(2)(c), 4(3)(a) and 5(1) –
 - (a) where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the issue of Certificate of

Compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed as the case may be and nothing in this sub-clause precludes the Vendor from proving that the Vendor has complied with clause 4(1)(c) by any other means; or

- (b) where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Development is deemed to be completed on the date on which the Occupation Document is issued.

- 6. (1) (a) Where, under the Government Grant, the consent of the Director of Lands is required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within one month after the issue of the Certificate of Compliance or the consent of the Director of Lands to assign, whichever first happens.

- (b) Where, under the Government Grant, the consent of the Director of Lands is not required to be given for this sale and purchase, the Vendor shall notify the Purchaser in writing that the Vendor is in a position validly to assign the Property within six months after the issue of the Occupation Document.

Completion
of sale and
purchase

- (2) The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Where the Purchaser under this Agreement is not the assignee personally executing the Assignment of the Property from the Vendor, the Purchaser is hereby required to disclose such information as will enable the Vendor to set out at length in the Assignment full

details (including identity card numbers and full addresses) of all confirmors, nominees, sub-purchasers or other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including any commissions, reservation or agents fees or any other amount which any of the parties knows has been paid or given to any person in connection with any intermediate transaction in addition to the consideration payable to the Vendor for the assignment under this Agreement, and in the event of the failure of the Purchaser and any other intermediate party failing to provide the required information to the satisfaction of the Vendor, the Vendor may notwithstanding anything to the contrary contained in clause 7 hereof refuse to complete the assignment in favour of any assignee other than the Purchaser under this Agreement without incurring any liability for damages or otherwise to the Purchaser or any of the intermediate parties, whether disclosed or not.

Proper
assurance

7. Subject to clause 6 above, on completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant and the Deed of Mutual Covenant. Subject as hereinafter mentioned, the Purchaser or the Purchaser's nominee or sub-purchaser shall on completion of the sale and purchase be entitled to vacant possession of the Property, all outgoings including Government rent, rates and management fees up to and inclusive of (i) the completion date; or (ii) the 14th day after the date of notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier, being paid by the Vendor.

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

Requisition on title 9. (1) Subject to clause 13(2) and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

(2) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.

Government Grant, easements mis-description 10. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created thereby or absolutely (as the case may be) and with any right of renewal thereby granted and subject to all easements (if any) subsisting therein.

(2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect of such error, mis-statement or mis-description save as otherwise provided in this Agreement and except where such error, mis-statement or

mis-description relates to a matter materially and adversely affecting the value or user of the Property.

Warranties 11. (1) The Vendor shall, on or before completion of the Development, incorporate into the Property the fittings, finishes and appliances as follows –

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

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

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

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

(3) The Vendor warrants –

(a) that at the date hereof (i) the building plans have been duly approved; (ii) the Authorized Person has duly certified that the foundations of the Development have been completed; (iii) the consent of the Building Authority has been given under the Buildings Ordinance (Cap. 123) to commence building works on the superstructure of the Development and (iv) to the best of the Vendor's knowledge, no impediment exists which would prohibit or impede the completion of the Development within the time specified in clause 4(1)(c);

- (b) that the fittings finishes and appliances as set out in clause 11(1) shall, on or before completion of the Development, be incorporated into the Property;
- (c) that subject to clause 21(1), the Property will, on completion of the e Development, be as shown on the plan attached to this Agreement and the measurements of the Property will be those as set out in Schedule 4; and
- (d) that on completion of the Development the Vendor shall provide the communal and recreational facilities as set out in clause 11(2).

(4) In addition to clauses 11(3)(b), (c) and (d) mentioned in clause 29 hereof, all other provisions of this clause 11 will survive completion of the sale and purchase by the Assignment.

Rights of
Purchaser

12. (1) The Purchaser is at any time before completion of the sale and purchase at liberty to:-
- (a) subject to sub-clause (2) hereof, sub-sell the Property or transfer the benefit of this Agreement without any interference or charges by the Vendor or anyone claiming under or through the Vendor; and
 - (b) charge or mortgage the Property for the purchase price or any part of the purchase price Provided Always that notice in writing of any such charge or mortgage is given to the Vendor or the Vendor's Solicitors.

(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the Assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

Good Title 13. (1) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.

(2) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

Documents
of title

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

(2) The provision of clause 14(1) shall survive completion of the sale and purchase by the Assignment.

Costs and
disburse-
ments of
Agreement

15.(1) Each party shall bear his own legal costs and disbursements of and incidental to the preparation and completion of this Agreement and the subsequent Assignment in the event that:

- (a) if the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval; and
- (b) if the Purchaser shall request the Vendor to assign the Property to his nominee or sub-purchaser the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for the perusal of any instrument of Nomination or Sub-Sale Agreement.

Stamp duty,
etc.

(2) All registration fees payable on 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) The Purchaser shall, within the period prescribed by the Stamp Duty Ordinance (Cap.117), cause all the said documents or 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.

(8) The Purchaser shall indemnify and keep the Vendor indemnified against any loss or damages suffered and expenses, fees and charges incurred by the Vendor resulting from any breach of this clause 15 (including without limitation failure of or delay in payment of all and any of the stamp duty) by the Purchaser.

(9) The provisions of this clause 15 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 5 or any

interest payable under this Agreement within 7 days after the due date, the Vendor may (subject to clause 3(3)) give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event-

- (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
- (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

(2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale belongs to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages.

(3) 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.

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

Default of
Vendor

18. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment

to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Deed of
Mutual
Covenant

19. On completion of the sale and purchase, the Purchaser shall EITHER enter into a Deed of Mutual Covenant and, if required by the Vendor, a Management Agreement, with the Vendor OR at the Vendor's option accept an Assignment of the Property from the Vendor subject to and with the benefit of the Deed of Mutual Covenant and a Management Agreement (if any) entered into by the Vendor with another purchaser or purchasers in respect of the land and the Development. Such Deed of Mutual Covenant and Management Agreement (if any) shall follow closely the draft made available at the place of sale of the Property subject however to such modifications as are necessitated by changes in the building plans, adjustment of the undivided shares, changes in the number or demarcation of shops or other units and their respective undivided shares, change in the management company and the like, rectifications of errors and any modifications as the Vendor may deem fit (acting reasonably). The provisions of the Deed of Mutual Covenant shall not conflict with the Guidelines set out in Law Society Circular 12-886(PA) as amended from time to time unless otherwise permitted by the Law Society of Hong Kong.

Costs of
Deed of
Mutual
Covenant

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

Alteration of
building
plans

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

building plans (if any) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affects in any way the Property within 14 days after its having been approved by the Building Authority. If, as a result of such alteration, the measurements of the Property or any part of the Property according to such amended plans differs from the measurements of the Property as set out in Schedule 4, then the purchase price shall be adjusted in proportion to the variation of the measurements of the parts of the Property affected Provided That if the increase or reduction in the measurements of the Property, or any part of the Property, exceeds 5% of the measurements of the Property as set out in Schedule 4, then the Purchaser is at liberty to rescind this Agreement, in which event all moneys paid by the Purchaser under this Agreement shall be returned to the Purchaser with interest on those moneys at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time from the date or dates of payment to the date of repayment. The Purchaser shall exercise the right of rescission by notice in writing to the Vendor within 30 days after the Purchaser is notified in writing by the Vendor of the approval of such amended plans by the Building Authority, and if no such notice is received by the Vendor within such time, the Purchaser is deemed to have accepted such plans.

(2) Any dispute as to -

- (a) the extent of any variation in the measurements of the Property under sub-clause (1);
- (b) the extent of any adjustment of the purchase price as a result of the variation; or
- (c) whether the proviso to clause 11(1) has been complied with and, if it has not, as to the extent of the damages which should be paid

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

(3) If either party is dissatisfied with the decision of the Authorized Person made pursuant to sub-clause (2), such party shall within 14 days after the decision is communicated to him give to the other party notice in writing of his intention to refer the decision to another authorized person as defined in section 2(1) of the Buildings Ordinance (Cap. 123) acting as an expert, otherwise the decision of the Authorized Person shall be final and binding on the parties. Should the parties fail to agree on such other authorized person to be appointed within 30 days after the giving of such notice, either party is entitled to apply within 7 days thereafter to the President of The Hong Kong Institute of Surveyors for the appointment of a member of the Institute whose decision shall be final and binding on both parties. If a party, after giving to the other party notice in writing of his intention to refer the decision of the Authorized Person to another authorized person as aforesaid, fails to refer the decision to another authorized person within 44 days after the giving of such notice, then the decision of the Authorized Person shall be final and binding on the parties. The costs of the Authorized Person shall be paid as directed by the Authorized Person in his award.

Adjustment
of undivided
shares

22. The Vendor reserves the right to adjust the number of undivided shares into which the land and the Development are notionally divided and the fraction which each share bears to the whole Provided That such adjustment shall not -

- (a) have the effect of increasing the contributions to the management expenses payable by the Purchaser by more than 5%; or

- (b) affect the Purchaser's exclusive right and privilege to hold, use, occupy and enjoy the Property.

Possession,
utility
deposits, etc.

23. (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 (i) the completion date; or (ii) the 14th day after the date of notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is earlier, being paid by the Vendor.

- (2) Before the Purchaser is entitled to possession of the Property, the Purchaser shall -
 - (a) pay to the manager of the Development any accrued outgoings of the Property which are not payable by the Vendor under sub-clause (1) above;
 - (b) 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
 - (c) pay to the Vendor or the manager of the Development all the deposits, capital or special fund payments or contributions and advance payments payable under the Deed of Mutual Covenant and the deposit or fee for the removal of debris left by the Purchaser, his agents or contractors.

Provided That if any of the deposits, payments, contributions or fees mentioned in (a), (b) or (c) above has already been paid by the Vendor to the manager of the Development, the payments 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 deposit, payment, contribution or fee is transferable or refundable under the Deed of Mutual Covenant.

Registration 24. This Agreement shall be registered in the Land Registry within one month after the date of this Agreement.

No mortgage by Vendor 25. The Vendor shall not after the execution of this Agreement enter into any mortgage or charge of the Property but nothing in this Agreement shall prevent the Vendor from charging the unpaid proceeds of sale under this Agreement (subject however to clause 26) to further finance the Construction Costs and the Professional Fees so long as notice of any such mortgage or charge is given to the Purchaser.

Release of Purchase Price 26(1). Subject as provided in this Clause, any part of the purchase price paid by the Purchaser to the Vendor's Solicitors shall be held by them as stakeholders pending completion of the sale and purchase and shall be applied and released in the following manner only –

(a) first, towards payment of the Construction Costs and the Professional Fees to the Vendor from time to time in such amount or amounts as certified by the Authorized Person as having been expended or having become payable on the construction of the Development;

(b) second, towards repayment of funds drawn under the Building Mortgage (if any)

for payment of the Construction Costs and the Professional Fees and interest on the Construction Costs or Professional Fees;

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

Provided Always that :-

- (i) in respect of any payment under sub-clause (1)(a) above the Vendor's Solicitors shall not at any time release to the Vendor any sum in excess of the amount certified by the Authorized Person as having been paid and/or become payable towards the Construction Costs and the Professional Fees

at that time less the amount which the Vendor has drawn under the Building Mortgage (if any) for payment of the Construction Costs and the Professional Fees; and

- (ii) the Vendor shall not in any circumstances draw under the Building Mortgage (if any) any part of the Construction Costs and the Professional Fees already paid under sub-clause (1)(a) above;

(2) All moneys received by the Vendor's Solicitors as stakeholders under this Agreement shall be placed in a client account bearing interest and subject to clearance (if the payment is made by cheque) the Vendor shall be entitled to all interest (if any) earned on such account.

Notices

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

- (1) is deemed to have been validly given to a party if –

- (a) the notice is addressed to the party; and

- (b) the notice is sent by ordinary prepaid post to –

- (i) the party's address stated in this Agreement; or

- (ii) 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

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

Defects

28. (1) The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a

written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 6(2), remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 11(1), caused otherwise than by the act or neglect of the Purchaser. The provisions of this sub-clause are without prejudice to any other rights or remedies the Purchaser may have at common law or otherwise.

(2) The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.

(3) In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.

29. Clauses 11(3)(b), (c), (d) and 28 will survive completion of the sale and purchase by the Assignment.

Non-
business day
etc.

30. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is

not a business day or on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.

Marginal
Notes

31. The marginal notes to this Agreement shall not be deemed to be part of this Agreement and do not affect the interpretation or construction of this Agreement.

Certificate
of value

32. It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$_____ (*Note to tenderer: to be filled in by the Vendor per section 29G of the Stamp Duty Ordinance (Cap.117)*).

Stamp Duty
Ordinance

33. For the purpose of section 29B(1) and 29B(5) of the Stamp Duty Ordinance (Cap.117), the matters to be specified are as set out in Schedule 8 hereto.

Contracts
(Rights of
Third
Parties)
Ordinance
(for clauses
35 and 36)

34.(1) Save for the manager of the Development, and the Owners' Corporation (if applicable) as mentioned in clause 28(3) in respect of the benefit and rights under that clause, no person who is not a party to this Agreement shall have any right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) ("the said Ordinance").

(2) Section 6(1) of the said Ordinance shall not apply to this Agreement and this Agreement may be rescinded or varied by agreement of the parties hereto from time to time without the consent of any person who is not a party to this Agreement provided that in the case of variation by agreement, the benefit conferred on the manager of the Development and the Owners' Corporation under Clause 28(3) shall not be varied.

(3) For the purpose of sub-clause (2) and for the purpose of section 6(4) of the said Ordinance, the Vendor agrees to take reasonable steps to make the manager of the Development and the Owners' Corporation (if applicable) aware of sub-clause (2) before the circumstances set out in section 6(2)(a) or (b) of the said Ordinance occur. For the avoidance of doubt, this sub-clause (3) will not survive completion of the sale and purchase by the Assignment.

35. Notwithstanding any provisions herein contained, no provisions in this Agreement shall adversely affect clause 28(3) of this Agreement.

SCHEDULE 1

Parties

(a) Vendor: (Holder(s) of Hong Kong Identity Card(s) No(s): of

(b) Purchaser: Name(s) : _____

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

*Business Registration No.: _____

*address/registered office : _____

(applicable only if the Purchaser comprises more than one person)

as Joint Tenants/Tenants in Common*in equal shares/in the
following shares namely :

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

SCHEDULE 2

Government Grant

- (a) Nature of Instrument : Government Lease
- (b) Date : the 28th day of October 1861
- (c) Parties : (i) Queen Victoria of the one part; and
(ii) George Davis and Henry William Davis of the other part
- (d) Term : 999 years commencing from the 25th day of June 1861
- (e) Lot Number : Inland Lot No. 689

SCHEDULE 3

Property

#ALL THAT the estate right title benefit and interest of and in ALL THOSE ____ equal undivided 3,706th parts or shares of and in the land and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT ____** on the ____ **TH FLOOR** of the Development (as for identification purpose only shown and coloured Pink on the Floor Plan(s) hereto attached).

#ALL THAT the estate right title benefit and interest of and in ALL THOSE **28** equal undivided 3,706th parts or shares of and in the land and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT A** on the **3RD FLOOR** (including the flat roof(s) held therewith) of the Development (as for identification purpose only shown and coloured Pink on the Floor Plan(s) hereto attached).

#ALL THAT the estate right title benefit and interest of and in ALL THOSE **21** equal undivided 3,706th parts or shares of and in the land and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT B** on the **3RD FLOOR** (including the flat roof(s) held therewith) of the Development (as for identification purpose only shown and coloured Pink on the Floor Plan(s) hereto attached).

#ALL THAT the estate right title benefit and interest of and in ALL THOSE **21** equal undivided 3,706th parts or shares of and in the land and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT C** on the **3RD FLOOR** (including the flat roof(s) held therewith) of the Development (as for identification purpose only shown and coloured Pink on the Floor Plan(s) hereto attached).

#ALL THAT the estate right title benefit and interest of and in ALL THOSE **84** equal undivided 3,706th parts or shares of and in the land and of and in the Development TOGETHER with the exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as **FLAT A** on the **29TH FLOOR** (including the flat roof and roof held therewith) of the Development (as for identification purpose only shown and coloured Pink on the Floor Plan(s) hereto attached).

(#Delete if appropriate)

SCHEDULE 4

Measurements of the Property

#(Flat)

The measurements of the Property are as follows –

- (a) the saleable area of the Property is _____ square metres/_____ square feet of which-
- 2 square metres/22 square feet is the floor area of the balcony;
 - 1.5 square metres/16 square feet is the floor area of the utility platform;
 - Nil square metres/Nil square feet is the floor area of the verandah; and
- (b) other measurements are –
- the area of the air-conditioning plant room is Nil square metres/ Nil square feet;
 - the area of the bay window is Nil square metres/ Nil square feet;
 - the area of the cockloft is Nil square metres/ Nil square feet;
 - the area of the flat roof is Nil square metres/ Nil square feet;
 - the area of the garden is Nil square metres/ Nil square feet;
 - the area of the parking space is Nil square metres/ Nil square feet;
 - the area of the roof is Nil square metres/ Nil square feet;
 - the area of the stairhood is Nil square metres/ Nil square feet;
 - the area of the terrace is Nil square metres/ Nil square feet;
 - the area of the yard is Nil square metres/ Nil square feet.

(#Delete if appropriate)

#(Flat 3A)

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 26.033 square metres/280 square feet of which-
Nil square metres/ Nil square feet is the floor area of the balcony;
Nil square metres/ Nil square feet is the floor area of the utility platform;
Nil square metres/ Nil square feet is the floor area of the verandah; and
- (b) other measurements are –
the area of the air-conditioning plant room is Nil square metres/Nil square feet;
the area of the bay window is Nil square metres/Nil square feet;
the area of the cockloft is Nil square metres/ Nil square feet;
the area of the flat roof is 18.949 square metres/ 204 square feet;
the area of the garden is Nil square metres/ Nil square feet;
the area of the parking space is Nil square metres/ Nil square feet;
the area of the roof is Nil square metres/ Nil square feet;
the area of the stairhood is Nil square metres/ Nil square feet;
the area of the terrace is Nil square metres/ Nil square feet;
the area of the yard is Nil square metres/ Nil square feet.

#(Flat 3B)

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 20.532 square metres/221 square feet of which-
Nil square metres/ Nil square feet is the floor area of the balcony;
Nil square metres/ Nil square feet is the floor area of the utility platform;
Nil square metres/ Nil square feet is the floor area of the verandah; and
- (b) other measurements are –
the area of the air-conditioning plant room is Nil square metres/Nil square feet;
the area of the bay window is Nil square metres/Nil square feet;
the area of the cockloft is Nil square metres/ Nil square feet;
the area of the flat roof is 5.152 square metres/ 55 square feet;
the area of the garden is Nil square metres/ Nil square feet;
the area of the parking space is Nil square metres/ Nil square feet;
the area of the roof is Nil square metres/ Nil square feet;
the area of the stairhood is Nil square metres/ Nil square feet;
the area of the terrace is Nil square metres/ Nil square feet;
the area of the yard is Nil square metres/ Nil square feet.

(#Delete if appropriate)

#(Flat 3C)

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 20.498 square metres/221 square feet of which-
Nil square metres/ Nil square feet is the floor area of the balcony;
Nil square metres/ Nil square feet is the floor area of the utility platform;
Nil square metres/ Nil square feet is the floor area of the verandah; and
- (b) other measurements are –
the area of the air-conditioning plant room is Nil square metres/Nil square feet;
the area of the bay window is Nil square metres/Nil square feet;
the area of the cockloft is Nil square metres/ Nil square feet;
the area of the flat roof is 5.152 square metres/ 55 square feet;
the area of the garden is Nil square metres/ Nil square feet;
the area of the parking space is Nil square metres/ Nil square feet;
the area of the roof is Nil square metres/ Nil square feet;
the area of the stairhood is Nil square metres/ Nil square feet;
the area of the terrace is Nil square metres/ Nil square feet;
the area of the yard is Nil square metres/ Nil square feet.

#(Flat 29A)

The measurements of the Property are as follows –

- (a) the saleable area of the Property is 71.952 square metres/774 square feet of which-
Nil square metres/ Nil square feet is the floor area of the balcony;
Nil square metres/ Nil square feet is the floor area of the utility platform;
Nil square metres/ Nil square feet is the floor area of the verandah; and
- (b) other measurements are –
the area of the air-conditioning plant room is Nil square metres/Nil square feet;
the area of the bay window is Nil square metres/Nil square feet;
the area of the cockloft is Nil square metres/ Nil square feet;
the area of the flat roof is 62.534 square metres/ 673 square feet;
the area of the garden is Nil square metres/ Nil square feet;
the area of the parking space is Nil square metres/ Nil square feet;
the area of the roof is 54.842 square metres/ 590 square feet;
the area of the stairhood is Nil square metres/ Nil square feet;
the area of the terrace is Nil square metres/ Nil square feet;
the area of the yard is Nil square metres/ Nil square feet.

(#Delete if appropriate)

SCHEDULE 5

Purchase Price

The purchase price is HK\$_____ (*Note: to be filled in by the tenderer*), payable by the Purchaser to the Vendor's Solicitors as stakeholders as follows -

#120-day Cash Payment Plan

- (a) 5% of the aforesaid purchase price has been paid as deposit on the signing of this Agreement;
- (b) 5% of the aforesaid purchase price being further deposit shall be paid on or before a date being 30 days after the date of this Agreement; and
- (c) the remaining 90% of the aforesaid purchase price being balance of the purchase price shall be paid on or before a date being 120 days after the date of this Agreement.

#200-day Cash Payment Plan

- (a) 5% of the aforesaid purchase price has been paid as deposit on the signing of this Agreement;
- (b) 5% of the aforesaid purchase price being further deposit shall be paid on or before a date being 30 days after the date of this Agreement; and
- (c) the remaining 90% of the aforesaid purchase price being balance of the purchase price shall be paid on or before a date being 200 days after the date of this Agreement.

#Super Easy Stage Payment Plan

- (a) 5% of the aforesaid purchase price has been paid as deposit on the signing of this Agreement;
- (b) 5% of the aforesaid purchase price being further deposit shall be paid on or before a date being 30 days after the date of this Agreement; and
- (c) the remaining 90% of the aforesaid purchase price being balance of the purchase price shall be paid within 14 days after the date of the Vendor's written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

Super Flexible Cash Payment Plan

- (a) 5% of the aforesaid purchase price has been paid as deposit on the signing of this Agreement;
- (b) 5% of the aforesaid purchase price being further deposit shall be paid on or before a date being _____ (*Note: to be filled in by the tenderer*) days after the date of this Agreement; and
- (c) the remaining 90% of the aforesaid purchase price being balance of the purchase price shall be paid on or before a date being _____ (*Note: to be filled in by the tenderer*) days after the date of this Agreement.

(#Delete if appropriate)

SCHEDULE 6

Fittings, Finishes and Appliances

Please see attached.

Schedule A : Fittings, Finishes and Appliances

列表 A : 裝置、裝修物料及設備

1. Exterior Finishes

外部裝修物料

a) External wall

外牆

Types of finishes

裝修物料的類型

Podium: Tiles, glass wall, natural stone cladding, paint, metal cladding, metal louvers, metal grille, metal railing.

平台：鋪砌瓷磚、玻璃牆、天然石蓋板、油漆、金屬蓋板、金屬百葉、金屬格柵、金屬欄杆。

Residential tower: Curtain wall, aluminium cladding, aluminium louvers, tiles, glass balustrade, metal balustrade.

住宅大樓：玻璃幕牆、鋁蓋板、鋁質百葉、瓷磚、玻璃圍欄、金屬圍欄

b) Window

窗

Material of frame: Fluorocarbon coated aluminium frame.

窗框的用料：氟碳噴漆鋁框。

Material of glass: Insulated glazing unit (IGU) with low-e coating glass, but acid etched glass use in bathrooms.

玻璃的用料：採用雙層中空低輻射鍍膜玻璃、唯浴室窗戶則採用酸蝕玻璃。

c) Bay window

窗台

不適用。

d) Planter

花槽

不適用。

e) Verandah or Balcony

陽台或露台

No verandah. 並無陽台。

Balcony: All balconies are covered. Installed with laminated tempered glass balustrade with aluminium post and top rail. Curb finished with aluminium cladding.

露台：所有露台均設有上蓋。裝有夾層鋼化玻璃圍欄及鋁質企棟及頂呔。圍邊裝設鋁質蓋板。

Ceiling: Paint and aluminium false ceiling (only paint for Flat A).

天花：油漆及鋁質天花板 (A 單位只有油漆)。

Floor: Tiles.

地板：鋪砌瓷磚。

Wall: Tiles and aluminium cladding.

牆：鋪砌瓷磚及鋁蓋板。

2. Interior Finishes **室內裝修物料**

a) Lobby **大堂**

Lift lobby on G/F **地下升降機大堂**

Wall: Natural stone, sintered stone, wood veneer, glass and metal.

牆壁：天然石材、岩板、木皮飾面、玻璃及金屬。

Floor: Natural stone and metal.

地板：天然石材和金屬。

Ceiling: Ceiling finished with emulsion paint where exposed and gypsum board false ceiling and bulkhead finished with emulsion paint and metal.

天花板：外露天花板髹乳膠漆及石膏板假陣及假天花髹乳膠漆和金屬。

Lift lobbies on residential floors **住宅層升降機大堂**

Wall: Wood veneer, plastic laminate, glass and metal.

牆壁：木皮飾面、膠板、玻璃及金屬。

Floor: Artificial stone and metal.

地板：人造石材和金屬飾條。

Ceiling: Gypsum board false ceiling finished with emulsion paint and metal.

天花板：石膏板假天花髹乳膠漆和金屬。

b) Internal wall and ceiling **內牆及天花板**

Living room and dining room **客廳及飯廳**

Wall: Emulsion paint, metal, plastic laminate, wood veneer and mirror where exposed.

牆壁：外露牆身髹乳膠漆、金屬、膠板、木皮飾面及鏡。

Ceiling: Ceiling finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.

天花板：外露天花板髹乳膠漆及石膏板假陣髹乳膠漆。

Bedroom **睡房**

Wall: Emulsion paint where exposed.

牆壁：外露牆身髹乳膠漆。

Ceiling: Ceiling finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.

天花板：外露天花板髹乳膠漆及石膏板假陣髹乳膠漆。

c) Internal floor

內部地板

Living room, dining room and bedroom

客廳、飯廳及睡房

Floor: Metal and tile.

地板：金屬飾條和瓷磚。

Skirting: Engineered timber.

牆腳線：複合木。

d) Bathroom

浴室

Wall: Tile where exposed up to false ceiling.

牆壁：外露部分鋪瓷磚至天花高度。

Floor: Tile where exposed.

地板：外露部分鋪瓷磚。

Ceiling: Gypsum board false ceiling finished with emulsion paint.

天花板：髹乳膠漆之石膏板假天花。

e) Kitchen

廚房

Wall: Tiles, glass panel and metal trim inside kitchen cabinet where wall exposed

牆壁：廚櫃內牆壁外露部分鋪瓷磚、玻璃板，裝上金屬條。

Floor: Tile where exposed.

地板：外露部分鋪瓷磚。

Ceiling: Gypsum board false ceiling finished with emulsion paint.

天花板：髹乳膠漆之石膏板假天花。

Cooking Bench: Artificial stone.

灶台：人造石。

3. Interior Fittings

室內裝置

a) Doors

門

Unit main entrance door

單位主入口門

Solid core fire rated timber door with wood veneer and fingerprint door lock with video door bell, concealed door closer, smoke seal and door hinges.

實心防火木門連木皮飾面配指紋門鎖連視像門鈴、暗藏氣鼓、防煙條及門鉸。

Door to balcony / utility platform / flat roof (For living room and dining room of Flats A, B, C, D and E (except Flat A on 29/F))

通往露台/工作平台/平台門(適用於 A、B、C、D 及 E 單位之客廳及飯廳 (29 樓 A 單位除外))

Aluminium frame with glass sliding door fitted with lockset.

鋁質框鑲玻璃趟門配門鎖。

Flat roof door (For Flat A on 29/F and utility room of Flat A on 3/F)

平台門(適用於 29 樓 A 單位及 3 樓 A 單位之工作間)

Aluminium frame with glass door fitted with lockset.

鋁質框鑲玻璃門配門鎖。

Master bedroom and bedroom door

主人睡房及睡房門

Hollow core timber door with wood veneer, lockset and door hinges.

空心木門連木皮飾面配門鎖及門鉸。

Kitchen door (except open kitchen)

廚房門(開放式廚房除外)

Solid core fire rated timber door with wood veneer, fire rated glass vision panel, lockset and door hinges.

實心防火木門連木皮飾面及防火玻璃視窗配門鎖及門鉸。

Master bathroom door (For all Flats D)

主人浴室門(適用於所有 D 單位)

Hollow core timber sliding door with wood veneer, lockset, sliding track and timber louver.

空心木趟門連木皮飾面配門鎖、趟軌及木百葉。

Master bathroom door (For Flat A on 29/F)

主人浴室門(適用於 29 樓 A 單位)

Hollow core timber door with wood veneer, lockset, door hinges and timber louver.

空心木門連木皮飾面配門鎖、門鉸及木百葉。

Bathroom door (except all Flats E and Flat A on 29/F)

浴室門(所有 E 單位及 29 樓 A 單位除外)

Hollow core timber door with wood veneer, lockset, door hinges and timber louver.

空心木門連木皮飾面配門鎖、門鉸及木百葉。

Bathroom door (For Flat A on 29/F and all Flats E)

浴室門 (適用於 29 樓 A 單位及所有 E 單位)

Hollow core timber sliding door with wood veneer, lockset, sliding track and timber louver.
空心木趟門連木皮飾面配門鎖、趟軌及木百葉。

Utility room door (except Flat A on 29/F)

工作間門 (29 樓 A 單位除外)

Hollow core timber door with wood veneer, lockset and door hinges.
空心木門連木皮飾面配門鎖及門鉸。

Utility room door (For Flat A on 29/F)

工作間門 (適用於 29 樓 A 單位)

Hollow core timber sliding door with wood veneer, lockset and sliding track.
空心木趟門連木皮飾面配門鎖及趟軌。

Lavatory door (For Flat A on 29/F)

廁所門 (只適用於 29 樓 A 單位)

Aluminum frame with obscure glass folding door with folding door track set, hinges and lockset
鋁質框鑲磨砂玻璃摺門配摺門軌道、門鉸及門鎖。

Roof door

天台門

Fire rated metal door with aluminum panel, fire rated vision panel, lockset, door closer and door hinges.

防火金屬門連鋁板飾面及防火玻璃視窗配門鎖、氣鼓及門鉸。

b) Bathroom

浴室

Wooden vanity cabinet finished with wood and metal with artificial stone countertop.

Wooden mirror cabinet finished with mirror, plastic laminate and metal.

木製面盆櫃配木及金屬及人造石台面。木製鏡櫃配鏡子、膠板及金屬。

Sanitary wares include artificial stone wash basin and vitreous china water closet, colour plated basin mixer, shower mixer, hand shower, robe hook and toilet paper holder.

潔具包括人造石洗手盆及搪瓷座廁，鍍色洗手盆水龍頭、淋浴水龍頭、花灑、掛勾及廁紙架。

Bathing facilities include enamelled metal bathtub (Size: 1400mmL x 700mmW x 420mmH) with metal curtain rod, colour plated bathtub mixer and shower set. (For master bathroom in Flat A on 29/F.)

沐浴設施包括搪瓷面金屬浴缸 (呎吋: 1400 毫米長 x 700 毫米闊 x 420 毫米高) 配以金屬浴簾杆、鍍色浴缸水龍頭及花灑套裝。(僅限於 29 樓 A 單位的主人浴室)。

Glass and metal shower cubicle, colour plated shower mixer, shower set, pull knob and roller blind with polyester sheer. (For master bathrooms in all Flats D).

玻璃及金屬淋浴間配以鍍色淋浴龍頭、花灑套裝、拉手及人造纖維捲簾。(僅限於所有 D 單位的主人浴室)。

Glass and metal shower cubicle, colour plated shower mixer, shower set and pull knob. (except master bathrooms in all Flats D and Flat A on 29/F).

玻璃及金屬淋浴間配以鍍色淋浴龍頭、花灑套裝及拉手。(不適用於所有 D 單位主人浴室及 29 樓 A 單位的主人浴室)。

c) Kitchen

廚房

Wooden kitchen cabinet finished with plastic laminate, wood veneer, glass and metal, with stainless steel sink.

木製廚櫃配以膠板、木皮、玻璃及金屬，連不銹鋼洗滌盆。

Fire detector and sprinkler head are provided (except Flat A on 29/F).

裝設有消防偵測器及消防花灑頭 (29 樓 A 單位除外)。

d) Bedroom

睡房

No fittings.

沒有裝置。

e) Telephone

電話

Telephone outlets are provided.

裝設有電話接駁點。

f) Aerials

天線

TV outlets are provided.

裝設有電視插座。

g) Electrical installations

電力裝置

Conduits are partly concealed and partly exposed. Exposed conduits are placed in false ceiling, cabinets and gypsum board bulkheads. Three-phase electricity supply with miniature circuit breaker distribution board is provided for each flat.

導管有部份隱藏及部份外露。外露導管設於假天花、櫃內及石膏板假陣內。每戶均提供三相電力，並設有微型斷路器。

Power points and air-conditioner points are provided.

裝設有電插座及空調機接駁點。

h) Gas supply

氣體供應

No gas supply.

沒有氣體供應。

i) Washing machine connection point

洗衣機接駁點

Water point of a design of 22mm in diameter and drain point of design of 40mm in diameter are provided for washing machine.

設有洗衣機來水接駁喉位（其設計為直徑 22 毫米）及去水接駁喉位（其設計為直徑 40 毫米）。

Washing machine connection points are located inside kitchen cabinet.

洗衣機接駁點設於廚櫃內。

j) Water supply

供水

Copper pipes with thermal insulation for both hot and cold water are provided.

分別設有隔熱保護之冷水及熱水銅喉。

Water pipes are partly concealed in concrete and partly exposed and placed in false ceiling, cabinet and gypsum board bulkhead.

水管部份隱藏於混凝土及部份外露安裝於假天花、櫃及石膏隔板假陣內。

Hot water supply is available.

設有熱水供應。

4. Miscellaneous

雜項

a) Lifts

升降機

The building is served with two lifts (brand name: Mitsubishi; model no. Nexway-S).

大廈設有 2 部升降機 (品牌名稱: 三菱; 產品型號: Nexway-S)。

Floors served by lifts:

Lift No. L1: G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F

Lift No. L2: G/F, 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F

升降機到達的樓層:

L1 號升降機: 地下、1 樓-3 樓、5 樓-12 樓、15 樓-23 樓、25 樓-29 樓

L2 號升降機: 地下、2 樓-3 樓、5 樓-12 樓、15 樓-23 樓、25 樓-29 樓

b) Letter box

信箱

Material: Metal.

用料: 金屬。

c) Refuse collection

垃圾收集

Means of refuse collection: Refuse is collected by cleaners.

垃圾收集的方法: 由清潔工人收集垃圾。

Location of refuse room: Refuse storage and material recovery chamber is located at Ground Floor.

垃圾房的位置: 垃圾及物料回收房設於地下。

d) Water meter, electricity meter and gas meter

水錶、電錶及氣體錶

Separate water and electricity meters for each residential unit are provided in the water meter cabinet and electrical cable ducts respectively on each residential floor except water meter for 29/F residential unit is provided in the water meter cabinet on 28/F.

各住宅樓層的水錶櫃及電線槽均裝有每戶專用之獨立水錶及電錶, 除了 29 樓住宅單位的獨立水錶會裝在 28 樓的水錶櫃。

No gas meter.

無氣體錶。

5. Security Facilities

保安設施

Security system and equipment (including details of built-in provisions and their locations)
保安系統及設備 (包括嵌入式的裝備及其位置的細節及其位置)

CCTV cameras in clubhouse area, residential entrance lobby, all lifts and all the temporary refuge spaces. The cameras are connected to the main panel at G/F lift lobby.

會所、住宅入口大堂、所有電梯及所有臨時庇護處所均裝有閉路電視連接地下升降機大堂的總控制板。

Intercom system is installed at the main entrance, to communicate with resident's mobile phone. Smart Card Access Control System is provided at G/F entrance lobby.

入口設有對話裝置，與住戶的手機通訊。智能讀卡系統被配備在地下入口大堂。

6. Appliances

設備

- | | |
|--|--|
| ○ Electric Induction Hob
(For below flat only:
Flat A of 29/F) | 電磁煮食爐
(僅限於以下單位:
29 樓 A 單位) |
| ○ Induction & BBQ grill
(Except the flats below:
Flat A of 29/F) | 電磁爐連燒烤盤
(以下單位除外:
29 樓 A 單位) |
| ○ Cooker Hood | 抽油煙機 |
| ○ Washer Dryer | 洗衣乾衣機 |
| ○ Refrigerator | 雪櫃 |
| ○ Thermo Ventilator | 浴室寶 |
| ○ Instantaneous Electric Water Heater | 即熱式電熱水爐 |
| ○ Air-Conditioner | 冷氣機 |
| ○ Steam Oven
(Except the flats below:
Flat A of 29/F) | 蒸爐
(以下單位除外:
29 樓 A 單位) |
| ○ Steam Combination Oven
(For below flat only:
Flat A of 29/F) | 蒸焗爐
(僅限於以下單位:
29 樓 A 單位) |
| ○ Wine Cellar
(For below flat only:
Flat A of 29/F) | 酒櫃
(僅限於以下單位:
29 樓 A 單位) |
| ○ Ventilation Fan
(For below flats only:
○ Flats E of 3/F, 5/F – 12/F, 15/F –
23/F, 25/F – 28/F,
○ Flat A of 29/F) | 抽氣扇
(僅限於以下單位:
○ 3, 5 – 12, 15 – 23, 25 – 28 樓 E 單位
○ 29 樓 A 單位) |

SCHEDULE 7

Communal and Recreational Facilities

- 1) Gymnasium
- 2) Multi-function Room
- 3) Outdoor Area
- 4) Sitting Area
- 5) Toilet
- 6) Accessible Unisex Toilet

SCHEDULE 8

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

- (a) (1) Name of the Vendor –
 see Schedule 1

 Address/Registered Office of the Vendor –
 see Schedule 1
- (2) Name of the Purchaser –
 see Schedule 1

 Address/Registered Office of the Purchaser –
 see Schedule 1

- (b) (1) Identification Number of the Vendor -
 see Schedule 1
- (2) Identification Number of the Purchaser -
 see Schedule 1 (if applicable)

- (c) (1) Business Registration Number of the Vendor -
 N/A
- (2) Business Registration Number of the Purchaser –
 see Schedule 1 (if applicable)

- (d) Description and location of the Property -
see Schedule 3
- (e) The Property is a residential property within the meaning of Section 29A(1)
of the Stamp Duty Ordinance (Cap. 117)
- (f) Date of this Agreement -
Please see page 1
- (g) This Agreement was not preceded by any agreement.
- (h) There is no agreed date for the conveyancing on sale or assignment of the
Property.
- (i) There is an agreed consideration for the conveyancing on sale or assignment
that is to, or may, take place pursuant to this Agreement and the amount of
the consideration is set out in Schedule 5.
- (j) There is no other consideration which the parties signing this Agreement
know has been paid or given, or has been agreed to be paid or given, to any
person for or in connection with this Agreement or any conveyance on sale
or assignment pursuant to this Agreement (excluding legal expenses).

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

SIGNED by)
)
)
)
)
duly authorized by Excel Billion Holdings Limited,)
)
the lawful attorney of the Vendor, whose signature(s))
)
is/are verified by: -)

SIGNED by the Purchaser)