

INVITATION FOR PURCHASE OF PROPERTIES

BY WAY OF

PUBLIC TENDER

公開招標承投購買物業

in respect of

有關

The following properties of “**80 ROBINSON ROAD**”,
No.80 Robinson Road, Hong Kong:-

- (1) FLAT C on the 33RD FLOOR of BLOCK 2; and**
- (2) CARPARKING SPACE NO. B5 on 3RD FLOOR**

以下位於香港羅便臣道 80 號 “羅便臣道 80 號”之物業:

- (1) 2 座 33 樓 C 單位; 及
 - (2) 3 樓停車位 B5 號
-

INVITATION FOR PURCHASE OF PROPERTY

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PUBLIC TENDER

公開招標承投購買物業

Tenders are invited for the purchase of the following properties at “**80 ROBINSON ROAD**”, No.80 Robinson Road:-

- (1) **FLAT C on the 33RD FLOOR of BLOCK 2; and**
- (2) **CARPARKING SPACE NO. B5 on 3RD FLOOR**

現招標承投購買以下位於香港羅便臣道 80 號 “羅便臣道 80 號” 之物業，即：

- (1) 2 座 33 樓 C 單位; 及
 - (2) 3 樓停車位 B5 號
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INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

PUBLIC TENDER

公開招標承投購買物業

Tenders are invited for the purchase of the following properties at “**80 ROBINSON ROAD**”, No.80 Robinson Road:-

- 1) **FLAT C on the 33RD FLOOR of BLOCK 2; and**
- (2) **CARPARKING SPACE NO. B5 on 3RD FLOOR**

現招標承投購買以下位於香港羅便臣道80號 “羅便臣道 80號” 之物業，即：

- (1) 2座33樓C單位; 及
- (2) 3樓停車位B5號

**TENDER COMMENCES AT 9am ON 8th January 2025
AND CLOSES AT 11am ON 8th January 2025
(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

招標開始日期及時間為2025年1月8日上午9時正
而招標截止日期及時間為2025年1月8日上午11時正
(但若在招標截止時限前物業已被撤回或出售則除外)

Tenders must be submitted on the specified **Form of Tender** from 9am on 8th January 2025 and at or before 11am on 8th January 2025 to the Vendor at **20th Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong** in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for (1) Flat C on the 33rd Floor of Block 2; and (2) Carparking Space No. B5 on 3rd Floor of “80 ROBINSON ROAD”**”.

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「羅便臣道 80 號 2 座 33 樓 C 單位 及 3 樓停車位 B5 號投標書」，並於 2025 年 1 月 8 日上午 9 時正起至 2025 年 1 月 8 日上午 11 時正為止，提交至賣方位於香港中環德輔道中 173 號及干諾道中 88 號南豐大廈 20 樓的辦事處。

TENDER NOTICE

招標公告

1. TOP EAST DEVELOPMENT LIMITED (東達發展有限公司) (the “**Vendor**”) invites tenders for the purchase of the properties described in the **Particulars of the Properties** below (collectively the “**Property**”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “**Form of Tender**”) and the Agreement for Sale and Purchase (the “**Agreement**”) annexed hereto as Appendix A and Appendix B respectively.

東達發展有限公司 (以下簡稱「賣方」) 現招標按照本招標公告、附件A的投標表格 (以下簡稱「投標表格」) 及附件B的買賣合約 (以下簡稱「買賣合約」) 所訂明的條款及條件承投購買以下「物業詳情」所述的物業 (以下簡稱「本物業」)。

PARTICULARS OF THE PROPERTIES

物業詳情

- (1) **FLAT C on the 33RD FLOOR of BLOCK 2; and**
- (2) **CARPARKING SPACE NO. B5 on 3RD FLOOR**

**of “80 ROBINSON ROAD 羅便臣道 80 號” at 80
Robinson Road, Hong Kong**

香港羅便臣道 80 號“羅便臣道 80 號”

- (1) 2 座 33 樓 C 單位; 及
 - (2) 3 樓停車位 B5 號
-

2. The information provided by the Vendor pursuant to Section 68 of the Residential Properties (First-hand Sales) Ordinance (Chapter 621 of the Laws of Hong Kong) is set out in the **Vendor's Information Form** annexed hereto as Appendix H.

賣方根據《一手住宅物業銷售條例》(香港法例第 621 章)第 68 條提供的資料列於附件 H 的賣方資料表格。

3. (a) The Vendor does not bind itself to accept the highest or any tender, and reserves the right to accept or reject any tender at its sole discretion.

賣方不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。

- (b) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale or to sell or dispose of the Property or any part of it to any person (including without limitation private treaty, tender and auction).

賣方保留權利在接受任何投標書之前的任何時候，撤回本物業或其任何部份不予出售，或將本物業或其任何部份出售予任何人士(包括但不限於私人拍賣，招標或條約)。

- (c) The Vendor has the absolute right to adjust the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the tenderers of such adjustment.

賣方有全權透過修改有關本物業的銷售安排資料不時修改招標截止日期及/或時間。賣方無須就修改招標截止日期及時間另行通知投標者。

4. Tenderers should note the following:-

投標者須注意以下事項：

- (a) The successful tenderer shall instruct an independent firm of solicitors of his own choice to act for him in the purchase of the Property. Please refer to the bilingual version of the "**Warning to Purchasers**" annexed hereto as Appendix D.

中標者須委託其自己的獨立律師代表其購買本物業行事。請參見附件D的「對買方的警告」的中英文雙語文本。

- (b) The Vendor's Solicitors, Messrs. Woo Kwan Lee & Lo, do not act for any tenderers in the process of this tender.

賣方律師，即胡關李羅律師行，在本投標過程中並不代表任何投標者。

- (c) Tenderer must be either individual(s) or limited company(ies) incorporated in

Hong Kong or non-Hong Kong company(ies) registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong) (at least one director of such limited company or non-Hong Kong company shall be natural person).

投標者必須是個人或於香港成立之有限公司或根據《公司條例》(香港法例第 622 章) 第 16 部註冊之非香港公司 (該有限公司或非香港公司之最少一名董事必須為自然人)。

5. A tender must be:-

投標書必須：

- (a) made in the **Form of Tender** (in **DUPLICATE**) and the **Agreement** (in **DUPLICATE**) (please complete Schedule 1 and 4 but do not date the Agreement) duly completed and signed by the tenderer;

採用**投標表格及買賣合約** (請填妥附表1及附表4，但不要填上買賣合約的日期)，由投標者填妥並簽署一式兩份；

- (b) enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope with the words “**Tender for Flat C on the 33rd Floor of Block 2 and Carparking Space No. B5 on 3rd Floor of 80 Robinson Road**”; and

放入普通信封內封密，信封面須清楚註明致予賣方及「**羅便臣道 80號2座33樓 C單位 及 3樓停車位B5號投標書**」；以及

- (c) placed in the Tender Box labelled “**Tender Box**” and placed at the office of the Vendor at 20th Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong at or before the closing date and time of the tender set out below:-

於下述招標開始日期及時間起至招標截止日期及時間為止，放入位於香港中環德輔道中173號及干諾道中88號南豐大廈20樓賣方辦事處擺放的標示為「**投標箱**」的投標箱內：

Commencement date and time of the tender:

招標開始日期及時間：

9am on 8th January 2025

2025年1月8日上午9時正。

Closing date and time of the tender:

招標截止日期及時間：

11am on 8th January 2025

2025年1月8日上午11時正。

The tender will proceed irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect or any extreme conditions announcement is made at any time during the Tender Period.

即使於招標期間內任何時間有任何熱帶氣旋警告信號或任何暴雨警告信號生效或極端情況的公布，招標會繼續進行。

6. A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

投標者在遞交投標書時，必須同時附上以下文件：

(a) A sum which constitutes deposit or part payment of the Purchase Price (as defined in the Form of Tender).

一筆金額作為售價(具有投標表格給予該詞的涵義)的訂金或部份付款。

(b) A Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.

已由投標者簽署的「與賣方關係的聲明」(按照**附件C**所列的格式)。

(c) A bilingual version of the “Warning to Purchasers” (in the form annexed hereto as **Appendix D**) duly signed by the tenderer.

已由投標者簽署的「對買方的警告」的中英文雙語文本(按照**附件D**所列的格式)。

(d) A Letter of Defects Warranty (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.

已由投標者簽署的「保證修繕缺漏函」(按照**附件 E** 所列的格式)。

(e) A Letter of Consent to Collection of Personal Data (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.

已由投標者簽署的「個人資料收集同意書」(按照**附件 F** 所列的格式)。

(f) An Acknowledgement Letter for Properties Viewing (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.

已由投標者簽署的「物業參觀確認函」(按照附件 G 所列的格式)。

- (g) The Vendor's Information Form (in the form annexed hereto as **Appendix H**) duly signed by the tenderer.

已由投標者簽署的「賣方資料表格」(按照附件 H 所列的格式)。

- (h) A duplicate copy of the Agreement duly signed by the tenderer.

由投標者填妥並簽署的買賣合約。

- (i) If the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of director and annual return of the tenderer (if any) .

以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊及最近之周年申報表(如有)之影印副本各一份。

7. All sums forwarded by the tenderers will be retained until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the sums submitted therewith will be treated as and applied in part payment of the Purchase Price. All other sums will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

在賣方對收到的投標書作出任何決定前，將保留投標者提交的所有金額。如某份投標書獲接納，該金額將視作並用以支付售價的部份款項。所有其他金額將於下文第 8 條訂明的承約日期起計 14 天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。

8. In consideration of the invitation for tender by the Vendor and the Vendor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, tenderers agree that their tenders shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on or before 23:59 of 8th January 2025 (the "**Acceptance Date**").

鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣 10 元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在 **2025 年 1 月 8 日晚上 23 時 59 分或之前**(以下簡稱「**承約日期**」)隨時接納。

9. If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "**Purchaser**") and: -

投標如獲接納，中標者即成為本物業買方(以下簡稱「**買方**」)：

- (a) the Purchaser will be notified of the acceptance of his tender by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. Upon acceptance, the Vendor will return the successful tenderer one duplicate of the Agreement executed by the Vendor and dated not later than the Acceptance Date, with the original of the plan of the Property attached to the Agreement (a copy of that plan is enclosed herewith for reference only).

買方將透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法獲通知其要約已被接受。賣方接受後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之買賣合約一份，並將本物業圖則正本附夾於買賣合約（該圖則之副本附夾於本文件，僅供參考）。

10. Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at 20th Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong (Telephone No. 3108 3988).

投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及買賣合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡賣方，地址為香港中環德輔道中173號及干諾道中88號南豐大廈20樓（電話號碼:3108 3988）。

11. Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Agreement and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as set out in this Tender Notice, the Form of Tender or the Agreement.

賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及買賣合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或買賣合約所訂明的任何條款或條件。

12. The Vendor does not intend any term of this Tender Notice and the Form of Tender to be enforceable by any person who is not a party to this Tender Notice and the Form of Tender pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“**CRTPO**”) and agrees that this Tender Notice and the Form of Tender shall be excluded from the application of the CRTPO.

賣方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章) (以下簡稱「**該條例**」)強制執行本招標公告及投標表格下的任何條款，並且同意豁除本招標

公告及投標表格於該條例的適用範圍之外。

13. **The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.**

本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

Dated: 3rd January 2025.

日期：2025年1月3日

TENDER SUBMISSION CHECKLIST

須遞交之文件清單

| <u>Item</u> 項目 | <u>Document</u> 文件 | <u>Remarks</u> 備註 |
|-------------------|---|--------------------------------------|
| 1) | Form of Tender (Appendix A) duly completed and signed by the tenderer(s) and attached with:- 已由投標者填妥及簽署的投標表格(附件 A)並夾附以下文件: (a) Tender Notice 招標公告 (b) Agreement (Appendix B) 買賣合約(附件 B) | Submit in DUPLICATE 遞交一式兩份 |
| 2) | Declaration of Relationship with the Vendor (Appendix C) duly signed by the tenderer(s) 已由投標者簽署的「與賣方關係的聲明」(附件 C) | Submit one signed copy 遞交一份 |
| 3) | Warning to Purchasers (Appendix D) duly signed by the tenderer(s) 已由投標者簽署的「對買方的警告」(附件 D) | Submit one signed copy 遞交一份 |
| 4) | Letter of Defects Warranty (Appendix E) duly signed by the tenderer(s) 已由投標者簽署的「保證修繕缺漏函」(附件 E) | Submit one signed copy 遞交一份 |
| 5) | Letter of Consent to Collection of Personal Data (Appendix F) duly signed by the tenderer(s) 已由投標者簽署的「個人資料收集同意書」(附件 F) | Submit one signed copy 遞交一份 |
| 6) | Acknowledgement Letter for Properties Viewing (Appendix G) duly signed by the tenderer(s) 已由投標者簽署的「物業參觀確認函」(附件 G) | Submit one signed copy 遞交一份 |
| 7) | Vendor's Information Form (Appendix H) duly signed by the tenderer(s). 已由投標者簽署的「賣方資料表格」(附件 H)。 | Submit one signed copy 遞交一份 |
| 8) | A sum which constitutes deposit or part payment of the Purchase Price 售價的訂金或部份金額 | |

- 9) Copies of Hong Kong Identity Card(s)/Passport(s) of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation, the Business Registration Certificate, the latest register of director and annual return of the tenderer, if any

以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊及最近之周年申報表(如有)之影印副本各一份。

FORM OF TENDER

投標表格

Tender for the purchase of **Flat C on the 33rd Floor of Block 2 and Carparking Space No. B5 on 3rd Floor of “80 ROBINSON ROAD”** (the “**Property**”) subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Agreement (the “**Agreement**”) as respectively annexed hereto.

茲投標按照本投標表格、招標公告(以下簡稱「**招標公告**」)及買賣合約(以下簡稱「**買賣合約**」)所訂明的條款及條件承購羅便臣道 80號2座33樓C單位及3樓停車位B5號(以下簡稱「**本物業**」)。

To: Top East Development Limited (the “**Vendor**”)
20th Floor, Nan Fung Tower,
88 Connaught Road C & 173 Des Voeux Road C,
Central, Hong Kong

致：東達發展有限公司(以下簡稱「**賣方**」)
香港中環德輔道中173號及
干諾道中88號
南豐大廈20樓

1. I/We, _____
(HKID Card No(s).(*) / Passport No(s).(*) / Business Registration No.(*)
of _____

_____ (registered office for a company(ies)(*) / correspondence address in Hong Kong for individual(s)(*)), having read the Tender Notice and the Agreement hereby irrevocably offer to purchase the Property at a price of Hong Kong Dollars

_____ (HK\$ _____)

(the “**Purchase Price**”) subject to the terms and conditions set forth in the Agreement.

本人/我們 _____ (香港身分證號碼 _____ / 護照號碼 _____ /
商業登記證號碼 _____), 住址為 _____ (公司註冊地址/個人通訊
地址)已閱讀招標公告和買賣合約，特此提出不可撤銷的要約：

按照買賣合約所訂明的條款及條件，以港幣
_____元(HK\$ _____)(以下簡稱
「**售價**」)購買本物業。

2. If this Tender is accepted by the Vendor, the Purchase Price of the Property shall be paid

by me/us, the Purchaser, to the Vendor in the manner as follows:

如賣方接納本投標書，本物業的售價須由本人/我們，即買方，按以下方式付予賣方：

- (a) An amount in the sum of HK\$ _____, which constitutes deposit/part payment/full payment of the Purchase Price, shall be paid upon signing of the Agreement;

售價的訂金或部份或全部金額，為數港幣_____元，於簽署買賣合約時繳付；

- (b) Balance of the Purchase Price (if applicable) shall be paid on or before completion.

售價餘款(如適用)於成交時或之前繳付。

3. The following are enclosed with this Tender:-

下列文件連同本投標書一併附上：

- (a) A sum which constitutes deposit or part or full payment of the Purchase Price.

售價的訂金或部份或全部金額。

- (b) The Agreement duly completed and signed.

已由本人/我們填妥及簽署的買賣合約。

- (c) A Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix C**) duly signed by me/us.

已由本人/我們簽署的「與賣方關係的聲明」(按照招標公告**附件C**所列的格式)。

- (d) The “Warning to Purchasers” (in the form annexed to the Tender Notice as **Appendix D**) duly signed by me/us.

已由本人/我們簽署的「對買方的警告」(按照招標公告**附件D**所列的格式)。

- (e) A Letter of Defects Warranty (in the form annexed to the Tender Notice as **Appendix E**) duly signed by me/us.

已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告**附件 E** 所列的格式)。

Name(s) of the Tenderer(s) :
投標者姓名

Signature(s) of the Tenderer(s) :
投標者簽名

Hong Kong Identity Card(s) No(s)/
Passport(s) No(s) / Business Registration
No. (with copy(ies) attached hereto) :
香港身份證號碼/ 護照號碼/ 商業登記證
號碼 (連同其影印副本)

Correspondence Address in Hong Kong/
Registered Office :
個人通訊地址/ 公司登記地址

Telephone No(s). :
電話號碼

Facsimile No(s). :
傳真號碼

Name of Contact Person of the Tenderer(s) :
投標者聯絡人姓名

Type of Ownership :
擁有權種類

*as Sole Owner / Joint Tenants / Tenants in
Common (in equal shares)
*作為唯一擁有人/聯權共有人/ 分權共
有人(相同份數)
*** Delete where inapplicable and initial
against deletion**
* 如不適用，請刪除及在旁加簽

Signature of Witness :
見證人簽名

Name of Witness :
見證人姓名

Occupation of Witness :
見證人職業

Address of Witness
見證人地址

:

AGREEMENT FOR SALE AND PURCHASE

買賣合約

in respect of

有關

**FLAT C on the 33RD FLOOR of BLOCK 2 and
CARPARKING SPACE NO. B5 on 3RD FLOOR**

**of “80 ROBINSON ROAD 羅便臣道 80 號” at 80
Robinson Road, Hong Kong**

香港羅便臣道 80 號

羅便臣道 80 號
2 座 33 樓 C 單位及 3 樓停車位 B5 號

THIS AGREEMENT is made the day of
Two thousand and

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

WHEREAS :-

Recitals

- (1) The Construction of the Development has been completed and the Occupation Permit in respect of the Development was issued by the Building Authority on 25th August 2001.
- (2) The Land and the Development are notionally divided into such undivided parts or shares as hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation

1. (1) In this Agreement -
 - (a) “business day” means a day -
 - (i) that is not a Saturday, Sunday or public holiday; and
 - (ii) on which banks are open for business in the Hong Kong Special Administrative Region;
 - (b) “Deed of Mutual Covenant” means the document registered in the Land Registry which defines the rights, interests and obligations of all or any of the co-owners of the land and the Development among themselves and incorporates a Management Agreement (if any);
 - (c) “Development” means the development that has been constructed or in the course of being constructed on the land known as “80 ROBINSON ROAD (羅便臣道 80 號)”;
 - (d) “Government Grant” means the Government Grant document specified in

Schedule 2;

- (e) “land” means all those pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section G of Inland Lot No.590 and The Remaining Portion of Inland Lot No.590;
 - (f) “Occupation Permit” means the written permission issued by the Building Authority under the provisions of the Buildings Ordinance for the Development to be occupied and includes a Temporary Occupation Permit;
 - (g) “office hours” means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day ;
 - (h) “Property” means the property described in Part A of Schedule 3 and in the context of clause 26(3)(b) and Part B of Schedule 3, excludes the parking space constituting separate unit described in Part A of Schedule 3;
 - (i) “Temporary Occupation Permit” means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance for the Development or any part thereof comprising the Property to be occupied; and
 - (j) “Vendor’s Solicitors” means Messrs. Woo Kwan Lee & Lo of Room 2801, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong.
- (2) In this Agreement –
- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - (b) the floor area of an item under paragraph (a) of Part B of Schedule 3 is calculated in accordance with section 8(3) of that Ordinance; and

(c) the area of an item under paragraph (b) of Part B of Schedule 3 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

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

Sale and purchase

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

Purchase price

3. (1) The purchase price is the sum set out in Schedule 4, payable by the Purchaser to the Vendor's Solicitors in the manner set out in Schedule 4.

(2) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion.

(3) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.

(4) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it:-

(a) is in writing addressed to the Purchaser; and

(b) is delivered to the Purchaser or his solicitors, at least seven clear

- days prior to completion; and
- (c) specifically identifies this Agreement.

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

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

Separate legal representation

4. The Purchaser shall instruct a firm of solicitors of his choice other than Messrs. Woo Kwan Lee & Lo to act for him in this Agreement and the subsequent Assignment to the Purchaser.

Completion

5. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before the day of 202 .

Possession

6. On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant.

Rents, profits, outgoings, etc.

7. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and

the Purchaser. This clause shall survive completion.

Risk

8. (a) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.

(b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.

(c) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.

(d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.

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 by or absolutely (as the case may be) and with any right of renewal granted by the Government Grant and subject to all easements (if any) subsisting in the Government Grant.

(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.

Physical
condition

11. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

Rights of
Purchaser

12. (1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-

- (a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
- (b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;

(2) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall

(i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent sub-purchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this clause 12(2).

Cancellation of Agreement

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

Good title

13. (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 will be

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

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

Costs and
disbursements of
Agreement

15. (1) (a) Each party shall bear its own legal costs of and incidental to the preparation, approval, execution, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser.

- (b) All fees for preparation of the plan(s) annexed to this Agreement and the subsequent Assignment, all search fees, registration fees, filing fees, copying charges and all other disbursements shall be borne and paid by the Purchaser.
- (c) If the Purchaser shall be a company, all legal costs and disbursements arising therefrom including costs and disbursements in connection with preparation of board resolutions and fees and disbursements for obtaining foreign legal opinions shall be borne and paid by the Purchaser.
- (d) 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 at the scale costs applicable to approval of assignments under the Solicitors (General) Costs Rules.
- (e) if the Purchaser shall sub-sell the Property or nominate another person to take up the Property, all legal costs and disbursements in connection with the sub-sale, the nomination and the Assignment shall be borne by the Purchaser.

Registration fee,
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.

Stamp duty, etc.

(4) The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser.

(5) Without prejudice to sub-clauses (3) and (4) above, all stamp duty (which includes the higher rates of ad valorem stamp duty (“AVD”) and any additional stamp duty chargeable under the Stamp Duty Ordinance) on this Agreement, any subsequent nomination and other chargeable agreement for sale (if any) and the subsequent Assignment shall be borne and paid by the Purchaser, who shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped.

(6) The Purchaser shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments mentioned in sub-clause (5) above to be stamped with the stamp duty payable thereon. The Purchaser shall before completion provide the Vendor with certified copies of this Agreement (where required by the Stamp Duty Ordinance) and all and any chargeable agreements for sale between the date of this Agreement and the date of completion, all duly stamped in accordance with the Stamp Duty Ordinance.

(7) Should the Vendor be required to pay any stamp duty or penalty (including but not limited to the additional AVD) with respect to any of the instruments mentioned in Clause 15(5), the Purchaser shall reimburse the Vendor for the full amount of any payment made by the Vendor together with interest thereon at the rate of 3% over and above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser

of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.

(8) The parties hereby declare that they fully understand and acknowledge that the date of this Agreement and the date of the Assignment will be claimed as the relevant dates for valuation of the Property for stamp duty purposes.

(9) In the event of the consideration stated in this Agreement or the Assignment in accordance with this Agreement being not accepted by the Collector of Stamp Revenue as representing the true value of the Property, any additional stamp duty charged by him in accordance with his valuation or the valuation made by the Commissioner of Rating and Valuation on the Property shall be borne by the Purchaser absolutely.

(10) 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 the breach of the Purchaser of Clause 15(3) to Clause 15(9).

(11) Clauses 15(3) to 15(10) shall survive completion of the sale and purchase of the Property.

(12) There shall if the Vendor so requires be included in the Assignment a covenant in favour of the Vendor by the Purchaser to perform his obligations under Clause 15(3) to 15(10) and such covenant shall be expressed to be one which is annexed to the Property and binding on the Purchaser his executors administrators successors in title and assigns.

(10) The professional fees for the plan(s) to be annexed to this Agreement and the Assignment shall be borne and paid by the Purchaser.

(11) The costs of and incidental to the preparation and delivery to the Purchaser of certified copies of documents in the Vendor's possession relating as well to the

Property as to other properties retained by the Vendor shall be borne and paid by the Purchaser.

Time of the
Essence

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

Default of
Purchaser

17. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with Schedule 4 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event:-

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

(2) Upon determination of this Agreement pursuant to sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months after the determination of this

Agreement.

Default of Vendor

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

Deed of Mutual Covenant

19. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant incorporating a Management Agreement registered in the Land Registry by Memorial No.UB8577262.

Cost of DMC

20. The Purchaser shall pay to the Vendor's Solicitors a due proportion of the costs of and incidental to the preparation stamping registration and completion of the above mentioned Deed of Mutual Covenant incorporating a Management Agreement and the plans thereto or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules (including the fees for preparation of the plans annexed to such certified copy).

Subject to Tenancy / Licence

21.(1)(a) Flat C on 33rd Floor of Block 2 of the Property ("the Unit") is sold subject to and with the benefit of the existing Tenancy Agreement dated 20th April 2023 made between the Vendor and [] ("the Tenant") in respect of the Unit ("the Tenancy Agreement"). The Purchaser acknowledges receipt of copy of the Tenancy Agreement and declare that they are fully aware of the terms and conditions thereof.

(b) The Vendor shall account to the Purchaser for all the deposits paid by the Tenant to the Vendor in respect of the Unit (less any deduction which may be made by the Vendor pursuant to the terms of the Tenancy Agreement) (such deposits less such deduction (if any) as aforesaid are hereinafter referred to as "the Rental Deposit") on condition that the Purchaser shall indemnify the Vendor against any claim which may be made by the Tenant against the Vendor for the refund of the said deposit (less any such deduction as aforesaid) and such indemnity (in the form set out in Schedule 8A hereto) ("the Rental Deposit Undertaking") shall be delivered to the Vendor. This clause shall survive completion.

(c) The Vendor expressly reserves the rights to claim from the Tenant any arrears of rent and other damages under the Tenancy Agreement up to and inclusive of the date of completion after and notwithstanding completion of the sale and purchase.

(d) The Vendor gives no warranty as to the amount of rent lawfully recoverable from the Tenant, as to the effect of any legislation in relation to any provision of the Tenancy Agreement or as to compliance with any legislation affecting the same.

(e) The Vendor warrants that it has not given any express consent or permission to the Tenant to sublet or in any way part with possession of any part of the Unit. The Vendor does not however warrant that the Unit or any part thereof are free of sub-tenants, licencees and/or any persons other than the Tenant in occupation thereof.

(f) If the Tenancy Agreement terminates for any reason, the Vendor shall inform the Purchaser. If the Tenant shall have delivered vacant possession of the Unit prior to the completion date, the Vendor shall deliver vacant possession of the Unit to the Purchaser on completion provided that no warranty is given by the Vendor in respect thereof and the Vendor is under no obligation to deliver vacant possession of any part of the Unit to the Purchaser and no objection or requisition shall be made in respect thereof.

(2) The Purchaser shall:-

(a) reimburse the Vendor the deposits or a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the Property or to the common areas or common parts of the Development (as the case may be); and

(b) pay to the Vendor or the manager of the Development all the deposits,

special fund and advance payments payable under the Deed of Mutual Covenant incorporating a Management Agreement and the deposit for the removal of debris left by the Purchaser, his agents or contractors.

Provided That if any of the deposits, special fund and advance payments and fees mentioned in the sub-clause (2) has already been paid by the Vendor to the Manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the Manager), whether or not such deposits, special fund, advance payments or fees are transferable or refundable under the Deed of Mutual Covenant incorporating a Management Agreement.

(3) (a) The Purchaser hereby acknowledges and agrees that the Purchaser purchases Carparking Space No. B5 on 3rd Floor of the Property (“the Carparking Space”) subject to an existing Parking Permit Agreement dated 12th November 2024 (“the Licence”) made between the Vendor and [] (“the Licensee”) commencing from 1st November 2024 at the monthly licence fee of HK\$2,800.00 with a deposit of HK\$5,600.00 (“the Licence Fee Deposit”) and the special provisions set out in sub-clause (b) below. If, on or before completion of the sale and purchase, vacant possession of the Carparking Space is delivered up by the Licensee, vacant possession of the Carparking Space will then be delivered up to the Purchaser upon completion. On the other hand, if by that time vacant possession is not delivered up by the Licensee, vacant possession of the Carparking Space will not be delivered up to the Purchaser and the Purchaser is bound to complete the purchase which will be subject to the Licence (in so far as the same is still subsisting) and the Licensee’s right (if any) in the Carparking Space and the Purchaser shall have no claim whatsoever against the Vendor.

(b) Either the Vendor or the Licensee is entitled to terminate the Licence by giving one calendar month’s prior notice to the other.

(c) The Vendor shall account to the Purchaser for the Licence Fee Deposit in respect of the Carparking Space (less any deduction which may be made by the Vendor pursuant to the terms of the Licence) on condition that the Purchaser shall

indemnify the Vendor against any claim which may be made by the Licencee against the Vendor for the refund of the said deposit (less any such deduction as aforesaid) and such indemnity (in the form set out in Schedule 8B hereto) (“the Licence Fee Deposit Undertaking”) shall be delivered to the Vendor. This clause shall survive completion.

- Registration 22. This Agreement shall be registered in the Land Registry within 1 month after the date of this Agreement.
- No mortgage by Vendor 23. The Vendor shall not after the execution of this Agreement enter into any mortgage or charge of the Property or any other part of the land or the Development.
- Release of purchase price 24. If and so long as there is a mortgage of or charge on the Property, any part of the purchase price shall be paid to the Vendor’s Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor’s Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.
- Notices 25. Any notice required to be given under this Agreement -
(a) is deemed to have been validly given to a party if –
(i) the notice is addressed to the party; and
(ii) the notice is sent by ordinary prepaid post to –
(A) the party’s address stated in this Agreement; or
(B) the party’s last known address (where a notification of change of address has previously been given to the other party or the other party’s solicitors); and
(b) is deemed to have been served on the second business day after the date of posting.
- Warranties 26. (1) The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows –

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

- (2) The communal and recreational facilities are as follows –
the communal and recreational facilities as set out in Schedule 7.
- (3) The Vendor warrants -
- (a) that the fittings, finishes and appliances as set out in clause 26(1) will be incorporated into the Property;
- (b) that the Property will be as shown on the plan attached to this Agreement and the measurements of the Property will be those set out in Part B of Schedule 3; and
- (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 26(2).
- (4) The Vendor also warrants that the parking space constituting separate unit described in Part A of Schedule 3 will be as shown on the plan attached to this Agreement and the area of such parking space to be measured from the centre of its demarcating lines or (if applicable) the interior face of the enclosing walls is as follows –

12.5 square metres / -- square feet.

- (5) In addition to clauses 26(3)(a), (b) and (c) mentioned in clause 30 hereof, all other provisions of this clause 26 will survive completion of the sale and purchase by the Assignment.

Remedy of
Defects

27. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 5, remedy any defects to the Property, or the fittings, finishes or appliances as set out in Schedule 6, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.

Maintenance
Obligations

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

common areas or common parts and common facilities of the Development.

Winding up of
vendor

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

30. Clauses 26(3)(a), (b) and (c), 27, 28 and 29 will survive completion of the sale and purchase by the Assignment.

Non-business
day etc.

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

| | |
|--|--|
| Memorandum of rescission | <p>32. On either the Vendor or the Purchaser exercising its right of rescission to rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register in the Land Registry an instrument signed by the Vendor alone to rescind and/or annul the sale and purchase of the Property which shall be sufficient to rescind and/or annul the sale and purchase of the Property and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor or the Purchaser 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.</p> |
| Joint and several liability of Purchaser | <p>33. Where there is more than one person comprised in the expression “the Purchaser”, the undertakings, agreements, covenants and obligations herein expressed or implied shall be deemed to be made or given by such persons jointly and severally whether such persons hold the Property as joint tenants or tenants in common.</p> |
| Marginal Notes | <p>34. 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.</p> |
| Certificate of value | <p>35. 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\$.</p> |

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

37. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Agreement shall be excluded from the application of the CRTPO.

(b) Sub-clause (a) shall only apply and a term of this Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

(c) If any term of this Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

(i) this Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Agreement; and

(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

SCHEDULE 1

Parties

(a) Vendor: TOP EAST DEVELOPMENT LIMITED (東達發展有限公司)
whose registered office is situate at 20th Floor, Nan Fung Tower, 88
Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong.
(Business Registration Number: 34979483).

(b) Purchaser

Name(s) :

Address(es)/ :

Registered

Office(s)

Hong Kong Identity Card No(s)/ :

Business Registration No(s).

(as Sole Owner/joint-tenants/tenants in common in equal shares)

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

SCHEDULE 2

The Government Grant means the Government Lease with particulars as follows:

- (a) Date : the 18th day of August 1859;
- (b) Parties : Her late Queen Victoria of the one part and William Hepburn Rennie of the other part;
- (c) Term : 999 years commencing from the 25th day of June 1859;
- (d) Lot number : Inland Lot No.590;
- (e) As varied or modified by a Modification Letter dated 12th March 2001 and registered in the Land Registry by Memorial No.UB8341574.

SCHEDULE 3

Part A

Property

- (1) ALL THOSE 1,038 equal undivided 382,534th parts or shares of and in the land and of and in the Development TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT FLAT C on the THIRTY-THIRD FLOOR of BLOCK 2 of the Development as shown on the Floor Plan(s) hereto attached and thereon coloured Pink.
- (2) ALL THOSE 134 equal undivided 382,534th parts or shares of and in the land and of and in the Development TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT CARPARKING SPACE NO. B5 on the THIRD FLOOR of the Development as shown on the Floor Plan(s) hereto attached and thereon coloured Pink.

Part B

Measurements

The measurements of the Property are as follows :-

- (a) the saleable area of the Property is 80.349 square metres/ 865 square feet
of which :-

N/A square metres/ N/A square feet is the floor area of the balcony;

N/A square metres/ N/A square feet is the floor area of the utility platform;

N/A square metres/ N/A square feet is the floor area of the verandah; and

- (b) other measurements are :-

the area of the air-conditioning plant room is N/A square metres/ N/A square feet;

the area of the bay window is 2.323 square metres/ 25 square feet;

the area of the cockloft is N/A square metres/ N/A square feet;

the area of the flat roof is N/A square metres/ N/A square feet;
the area of the garden is N/A square metres/ N/A square feet;
the area of the parking space is N/A square metres/ N/A square feet;
the area of the roof is N/A square metres/ N/A square feet;
the area of the stairhood is N/A square metres/N/A square feet;
the area of the terrace is N/A square metres/ N/A square feet;
the area of the yard is N/A square metres/ N/A square feet.

SCHEDULE 4

The purchase price is HK\$
Solicitors as follows :-

, payable by the Purchaser to the Vendor's

[to be completed by Purchaser]

SCHEDULE 5

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

- (a) (1) Name of the Vendor –
See Schedule 1
Address/Registered Office of the Vendor –
See Schedule 1
- (1) Name of the Purchaser –
See Schedule 1
Address/Registered Office of the Purchaser –
See Schedule 1
- (b) (1) Identification Number of the Vendor -
Not Applicable
- (2) Identification Number of the Purchaser -
See Schedule 1
- (c) (1) Business Registration Number of the Vendor -
See Schedule 1
- (2) Business Registration Number of the Purchaser –
See Schedule 1
- (d) Description and location of the Property -
See Schedule 3
- (e) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
- (f) Date of this Agreement -
See Page 1
- (g) This Agreement is not preceded by an unwritten sale agreement, or an agreement for sale
- (h) The agreed date for the conveyancing on sale or assignment of the Property is set out in Clause 5.
- (i) There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is set out in Schedule 4.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, to any person for or in connection with this Agreement or any conveyance on sale or assignment pursuant to this Agreement (excluding agency fees and legal expenses).

SCHEDULE 6

Fitting, Finishes and Appliances

1. Exterior Finishes

Window

Aluminium window frame finished with green fluorocarbon and green tinted glass.

Bay window

Reinforced concrete with ceramic tiles facing. Interior bay window sills are finished with natural stone except the following units which bay window sills are finished with reconstituted stones:

- Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2
- Unit A, B, C & D, 48/F-49/F of Block 1 (Triplex) and Unit A & D, 48/F-49/F of Block 2 (Duplex)

2. Interior Finishes

Internal wall and ceiling

Living Room, Dining Room, Master Bedroom and Bedroom

Plastered wall and ceiling are finished with emulsion paint where exposed.

Internal floor

Living Room, Dining Room, Master Bedroom and Bedroom

Timber flooring and timber skirting. Some areas connecting to Flat Roof from Master Bedroom and Bedroom in triplex and duplex units of Block 1 and 2 are finished with natural stone.

Bathroom

For all Bathroom except those specified below:

Floor: Exposed floor is finished with natural stone.

Wall: Exposed wall is finished with natural stone, mirror panel and tiles up to false ceiling level.

Ceiling: Aluminium stripe false ceiling.

Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2

Floor: Exposed floor is finished with reconstituted stone.

Wall: Exposed wall is finished with reconstituted stone and mirror panel and tiles up to false ceiling level.

Ceiling: Aluminium stripe and gypsum board false ceiling with emulsion paint, except the aluminium stripe and matrix engineered mineral board false ceiling with emulsion paint for Unit A & D, 43/F of Block 2.

Triplex and duplex units of Block 1 and 2

Floor: Exposed floor is finished with natural stone.

Wall: Exposed wall is finished with natural stone and mirror panel up to false ceiling level, except the exposed wall is finished with natural stone up to false ceiling level for bathroom 1 of Unit A & B.

Ceiling: Gypsum board false ceiling with emulsion paint, except the matrix engineered mineral board false ceiling with emulsion paint for Unit C, 48/F-49/F of Block 1 (Triplex).

Kitchen

For all Kitchen except those specified below:

Floor: Exposed floor is finished with tiles.

Wall: Exposed wall is finished with tiles and stainless steel panel up to false ceiling level, except the exposed wall is finished with tiles and glass panel up to false ceiling level for Unit C, 15/F, Unit A, 38/F and Unit D, 38/F of Block 1.

Ceiling: Aluminium stripe false ceiling, except the matrix engineered mineral board false ceiling with emulsion paint for Unit A & D, 43/F of Block 2.

Cooking bench: Finished with solid surfacing material.

Triplex and duplex units of Block 1 and 2

Floor: Exposed floor is finished with natural stone.

Wall: Exposed wall is finished with tiles and stainless steel panel up to false ceiling level, except the exposed wall is finished with tiles and glass panel up to false ceiling level for Unit B, 48/F of Block 1.

Ceiling: Gypsum board false ceiling with emulsion paint, except the matrix engineered mineral board false ceiling with emulsion paint for Unit C, 48/F-49/F of Block 1 (Triplex).

Cooking bench: Finished with natural stone.

3. Interior Fittings

Doors

i) Entrance

Solid core veneered timber door fitted with lockset, door closer, magic eye and door stopper.

ii) Master Bedroom and Bedroom

Hollow core veneered timber door fitted with lockset and door stopper.

iii) Kitchen

Solid core veneered timber door fitted with lockset, door closer and door stopper except solid core veneered timber door fitted with lockset, door closer, vision panel and door stopper in Kitchens of Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F, Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2 and Unit A, B & D, 48/F- 49/F of Block 1 (Triplex) and Unit A & D, 48/F- 49/F of Block 2 (Duplex) and solid core veneered timber door fitted with door closer, vision panel and door stopper in kitchen of Unit C, 48/F-49/F of Block 1 (Triplex).

iv) Servant Room and Store Room

Solid core veneered timber door fitted with lockset, door closer, vision panel and door stopper except hollow core veneered timber door fitted with lockset and door stopper in Store Room of Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2, Servant Room and Store Room of Unit A, B, C & D, 48/F- 49/F of Block 1 (Triplex) and Unit A & D, 48/F- 49/F of Block 2 (Duplex).

v) Bathroom, Lavatory, Study Room, Family Room and Walk-in Closet

Hollow core veneered timber door fitted with lockset and door stopper except Bathroom and Lavatory without window and those specified below:

- Aluminium sliding folding doors with glass in Lavatory of Unit A, 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A, 43/F of Block 2 and Lavatory (connecting to Servant Room of triplex and duplex units) of Unit A, B & D, 48/F- 49/F of Block 1 (Triplex) and Unit A & D, 48/F- 49/F of Block 2 (Duplex).

- Glass sliding door with veneered timber frame in Study Room of Unit A & B, 48/F-49/F of Block 1(Triplex) and Unit A, 48/F-49/F of Block 2 (Duplex);
- Hollow core veneered timber door fitted with lockset and door closer in Bath 1 of Unit D, 48/F-49/F of Block 1(Triplex);
- Hollow core veneered timber door fitted with lockset and door stopper in Bath 1, 2 & 3 of Unit A & B, 48/F-49/F of Block 1 (Triplex) and Unit A, 48/F-49/F of Block 2 (Duplex); and Bath 1 & 2 of Unit C, 48/F-49/F of Block 1 (Triplex) and Bath 2 of Unit D, 48/F-49/F of Block 1 and Bath 2 & 3 of Unit D, 48/F-49/F of Block 2 (Duplex); and
- Hollow core timber sliding door with timber veneered wood frame fitted with lockset in Bath 2 of Unit D, 48/F-49/F of Block 1(Triplex) and Bath 1 of Unit D, 48/F-49/F of Block 2 (Duplex).

vi) Bathroom and Lavatory without window

Hollow core veneered timber doors with louvers and fitted with lockset are provided in the following units:

- Lavatory of Unit A & B, 48/F- 49/F of Block 1 (Triplex) and Unit A, 48/F- 49/F of Block 2 (Duplex)
- Bath 2 of Unit C, 48/F-49/F of Block 1 (Triplex) and Bath 2 of Unit D, 48/F-49/F of Block 1(Triplex) and Bath 1 and 2 of Unit D, 48/F-49/F of Block 2 (Duplex)

vii) Flat Roof (Triplex and duplex units)

Aluminium framed glass sliding doors fitted with lockset are provided in the following units:

- Unit A & B, 48/F-49/F of Block 1 (Triplex) and Unit A & B, 51/F of Block 2 (Duplex)

Aluminium framed glass swing doors fitted with lockset are provided in following units:

- Unit C & D, 48/F-49/F of Block 1(Triplex), Unit D, 48/F- 49/F and Unit C & D, 51/F of Block 2 (Duplex)

viii) Roof

Aluminium framed glass sliding door fitted with lockset.

Bathroom

(i) Type of fittings and equipment

(a) Wash Basin

(b) Water Closet

(c) Basin Mixer

Material

Ceramic (except Lavatory of Unit B & C, 48/F of Block 1 in solid surfacing material)

Ceramic

Metal (except Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2, triplex and duplex units of Block 1 & 2 in Chrome-plated)

| | | |
|---|--|--|
| (d) | Mirror Cabinet | Laminated mirror with glass shelves |
| (e) | Basin Cabinet | Wood-Veneered plywood |
| (f) | Towel Bar | Chrome-plated |
| (g) | Paper Holder | Chrome-plated |
| (h) | Robe Hook | Chrome-plated |
| (i) | Cabinet | Wood-Veneered plywood (applicable to Bath 2 of Unit B, 49/F of Block 1) |
| (j) | Shower Seat | Marble (applicable to Bath 1 of Unit B, 49/F of Block 1) |
| (ii) Type of water supply system | | |
| (a) | Indirect Water Supply System | Copper |
| (iii) Type of bathing facilities | | |
| (a) | Bathtub 1600(L)x750(W)x500(D)(mm) (except Unit A 12-18/F of Block 1 and Unit B, 12-18/F of Block 2 and those specified below) | Cast Iron |
| | -Bathtub 1600(L)x750(W)x420(D)(mm) (applicable to Unit A, 38/F and Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F, Unit A & D, 43/F of Block 2) | Cast Iron |
| | -Bathtub 1600(L)x800(W)x420(D)(mm) (applicable to Bath 3 of Unit A & B, 49/F of Block 1 and Unit A & D, 49/F of Block 2 and Bath 1 of Unit D, 49/F of Block 2) | Cast Iron |
| | -Bathtub 1700(L)x800(W)x420(D)(mm) (applicable to Bath 1 of Unit A, B & D, 49/F of Block 1 and Unit A, 49/F of Block 2) | Cast Iron |
| (b) | Shower Cubicle | Glass Partition |
| (c) | Shower Mixer | Chrome-plated |

Kitchen

| Type | Material |
|---|----------------------------------|
| (i) Sink Unit | Stainless steel |
| (ii) Water Supply System | Copper |
| (iii) Kitchen Cabinet | MDF and high gloss lacquer panel |
| (iv) Other fittings and equipment: Desk-mounted Mixer | |

Bedroom

No fittings. (For all units except those specified below)

Unit A, 48/F-49/F of Block 1 (Triplex)

Bedroom 1 installed with floor mounted wood veneered timber closet.

Master Bedroom installed with floor mounted wood veneered timber wardrobe.

Telephone

Telephone outlets are installed at living room, all bedrooms and some bathrooms of triplex and duplex units.

Aerials

TV/FM aerial outlets for the reception of local TV/FM programmes are provided at living room and all bedrooms.

Electrical installations

Concealed conduit wiring for lighting and power points (except conduits inside false ceiling). Three-phase electricity supply with miniature circuit breakers and distribution boards are provided.

Gas supply

Type: Town gas supply

Gas pipes are provided and connected to gas cooker hob in the kitchen and instantaneous type gas water heaters in bathrooms.

Water supply

Copper pipes are adopted for cold and hot water supply system. Water pipes are concealed in non-structural wall or enclosed in false ceilings, bulkheads, claddings or cabinets. Hot water is available through water heater.

4. Appliances Schedule for Typical Units (For Block 1: Unit A on 38/F & 43/F, Unit B on 11/F, Unit C on 11/F, 12/F, 13/F, 15/F, 17/F, 28/F, 38/F & 43/F, Unit D on 28/F, 38/F & 43/F and Block 2: Unit A on 36/F, 43/F, Unit B on 38/F & 47/F, Unit C on 38/F, 39/F, 41/F & 47/F, Unit D on 28/F, 31/F, 39/F, 41/F & 43/F)

| <u>Location</u> | <u>Appliance</u> | <u>Units Apply</u> |
|-----------------------|-----------------------|--|
| Living/Dining/Bedroom | Air Conditioner | For all units |
| Kitchen | Domino Gas Single Hob | For all units |
| | Domino Gas Double Hob | For all units |
| | Induction Cooking Hob | For all units |
| | Cookerhood | For all units |
| | Refrigerator | For all units |
| | Microwave | For all units (except Unit A, 38/F, Unit C, 15/F, Unit D, 38/F of Block 1 and Unit A & D, 43/F of Block 2) |
| | Oven | For all units |
| | Steam Oven | For Unit A, 38/F, Unit C, 15/F, Unit D, 38/F of Block 1 and Unit A & D, 43/F of Block 2 |

| | | |
|----------|-------------------------|--|
| | 2 in 1 Washer and Dryer | For all units |
| | Window Type Exhaust Fan | For all units |
| | Electric Water Heater | For all units |
| Bathroom | Window Type Exhaust Fan | For all units (except Unit A, 38/F, Unit C, 15/F, Unit D, 38/F of Block 1 and Unit A & D, 43/F of Block 2) |
| | Gas Water Heater | For all units |
| | Thermo Ventilator | For Unit A, 38/F, Unit C, 12/F, 13/F, 15/F, 38/F & 43/F and Unit D, 28/F & 38/F of Block 1, Unit A, 36/F, Unit B, 38/F and Unit A & D, 43/F of Block 2 |

5. Appliances Schedule for Triplex and Duplex Units (For Unit A, B, C & D on 48/F & 49/F, Block 1 and Unit A & D on 48/F & 49/F, Block 2)

| <u>Location</u> | <u>Appliance</u> | <u>Units Apply</u> |
|------------------------|-------------------------|--|
| Living/Dining/Bedroom | Air Conditioner | For all units |
| Kitchen | Domino Gas Single Hob | For all units |
| | Domino Gas Double Hob | For all units |
| | Induction Cooking Hob | For all units |
| | Cookerhood | For all units |
| | Refrigerator | For all units |
| | Microwave | For all units (except Unit B & C, 48/F of Block 1) |
| | Steamer | Unit B & C, 48/F of Block 1 |
| | Oven | For all units |
| | Dish Washer | For all units |
| | Washer | For Unit A & B, Block 1; and Unit A, Block 2 |
| | Dryer | For Unit A & B, Block 1; and Unit A, Block 2 |
| | Window Type Exhaust Fan | For all units |
| | Electric Water Heater | For all units |
| | 2 in 1 Washer and Dryer | For Unit C & D, Block 1; and Unit D, Block 2 |

Bathroom

| | |
|-------------------------|--|
| Window Type Exhaust Fan | For all units (except Unit B & C, 48/F of Block 1) |
| Gas Water Heater | For all units |
| Electric Water Heater | For all units |
| Thermo Ventilator | For Unit A, B, C & D, Block 1; and Unit A & D, Block 2 |

SCHEDULE 7

Communal and Recreational Facilities

- 1) Billiard Room
- 2) Bowling Alleys
- 3) Game Room
- 4) Children Play Room
- 5) Reading Room
- 6) Dance Room
- 7) Gymnasium & Exercise Room
- 8) Sauna Room
- 9) Squash Court
- 10) Swimming Pool

SCHEDULE 8A

Letter of Indemnity

To : *[name of Vendor]*

IN CONSIDERATION of your transferring and accounting to me/us the sum of HK\$*[amount of rental deposit]* being the rental deposit paid by *[name of tenant]* (“the Tenant”) under the Tenancy Agreement dated *[date of tenancy agreement]* (“the Tenancy Agreement”) of the property more particularly described in the Schedule hereto (“the Property”) (less any amount or amounts which may be or has been deducted by you therefrom pursuant to the terms of the Tenancy Agreement in respect of any loss, damage, costs or expenses which may be sustained by you as a result of any non-observance or non-performance by the Tenant of any of the terms of the Tenancy Agreement), I/we hereby undertake to you that I/we shall refund the said rental deposit (less any deduction as aforesaid) to the Tenant in accordance with the terms and conditions of the Tenancy Agreement and shall indemnify and keep you fully indemnified against all actions suits expenses claims and demands on account of or in respect of non-refund of the said rental deposit (less any deduction as aforesaid) to the Tenant in accordance with the terms and conditions of the Tenancy Agreement on the part of the landlord to be observed and performed.

Dated this day of 20[].

THE SCHEDULE ABOVE REFERRED TO

PROPERTY :

[premises' description]

SIGNED by *[name of Purchaser]*)
(Holders of Hong Kong Identity)
Cards Nos. and))
in the presence of :-)

INTERPRETED by :-

SCHEDULE 8B

Letter of Indemnity

To : *[name of Vendor]*

IN CONSIDERATION of your transferring and accounting to me/us the sum of HK\$*[amount of licence fee deposit]* being the licence fee deposit paid by *[name of licensee]* (“the Licensee”) under the Licence Agreement dated *[date of licence agreement]* (“the Licence”) of the property more particularly described in the Schedule hereto (“the Property”) (less any amount or amounts which may be or has been deducted by you therefrom pursuant to the terms of the Licence in respect of any loss, damage, costs or expenses which may be sustained by you as a result of any non-observance or non-performance by the Licensee of any of the terms of the Licence), I/we hereby undertake to you that I/we shall refund the said licence fee deposit (less any deduction as aforesaid) to the Licensee in accordance with the terms and conditions of the Licence and shall indemnify and keep you fully indemnified against all actions suits expenses claims and demands on account of or in respect of non-refund of the said licence fee deposit (less any deduction as aforesaid) to the Licensee in accordance with the terms and conditions of the Licence on the part of the landlord to be observed and performed.

Dated this day of 20[].

THE SCHEDULE ABOVE REFERRED TO

PROPERTY :

[premises' description]

SIGNED by *[name of Purchaser]*)
(Holders of Hong Kong Identity)
Cards Nos. and))
in the presence of :-)

INTERPRETED by :-

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

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

SIGNED by the Purchaser (Holder)
)
of Hong Kong Identity Card(s))
)
No(s).)
)
))
in the presence of :-)

INTERPRETED to the Purchaser by :-

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

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

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

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

the Vendor

Signature(s) verified by :-

Dated the

day of

202

TOP EAST DEVELOPMENT LIMITED

and

A G R E E M E N T

for Sale and Purchase

REGISTERED at the Land Registry by Memorial No.

on

p. Land Registrar

WOO KWAN LEE & LO
SOLICITORS & NOTARIES,
ROOM 2801, SUN HUNG KAI CENTRE,
30 HARBOUR ROAD,
HONG KONG.

Ref.: SHK/HFM/LYF/

(Flat and Car Park after CC – Flat subject to tenancy, CP subject to
licence)
(Nov 2024)

羅便臣道 80 號 80 Robinson Road

與賣方關係的聲明 Declaration of Relationship with the Vendor

| | | | |
|---------------------|-------|-----------------------------|-------|
| 買方 The Purchaser | _____ | 身份證/商業登記號碼 I.D./B.R. No. | _____ |
| | _____ | 身份證/商業登記號碼 I.D./B.R. No. | _____ |
| | _____ | 身份證/商業登記號碼 I.D./B.R. No. | _____ |
| | _____ | 身份證/商業登記號碼 I.D./B.R. No. | _____ |
| | _____ | 身份證/商業登記號碼 I.D./B.R. No. | _____ |

有關：位於香港羅便臣道 80 號的羅便臣道 80 號第 2 座 33 樓 C 單位及/或 3 樓停車位 B5 號(“該物業”)

Re：Flat C on 33rd Floor of Block 2 and/or Carparking Space No. B5 on 3rd Floor of “80 ROBINSON ROAD”, No.80 Robinson Road, Hong Kong (“the Property”)

買方確認作出以下關於有關連人士*的聲明：

The purchaser(s) hereby make the following declaration on related party*：

買方是否東達發展有限公司(“賣方”)的有關連人士？

是 / 否

Are you a related party of Top East Development Limited (“Vendor”)?

Yes / No

*有關連人士 Related Party：-

如有以下情況，某人即屬賣方的有關連人士 A person is a related party to a vendor if -

該賣方屬法團，而該人是 where that vendor is a corporation, the person is -

- (i) 該賣方的董事，或該董事的父母、配偶或子女；
a director of that vendor, or a parent, spouse or child of such a director;
- (ii) 該賣方的經理；
a manager of that vendor;
- (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；
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (iv) 該賣方的有聯繫法團或控股公司；
an associate corporation or holding company of that vendor;
- (v) 上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (vi) 上述有聯繫法團或控股公司的經理。
a manager of such an associate corporation or holding company.

備註 Remarks：

- 1) “賣方的控股公司”指 Crosby Investment Holdings Inc.、豐資源有限公司及 Faith Bright Holdings Limited
“holding company of that vendor” means Crosby Investment Holdings Inc., Vervain Resources Limited and Faith Bright Holdings Limited;
- 2) “有聯繫法團”就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控股公司的附屬公司；
“associate corporation”, in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
- 3) “附屬公司”指《公司條例》(第622章)所指的附屬公司；
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622) ;
- 4) “經理”具有《公司條例》(第622章)第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622) ;and
- 5) “私人公司”具有《公司條例》(第622章)第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

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

買方簽署 Signature of the Purchaser(s)

日期 Date：_____

WARNING TO PURCHASERS
PLEASE READ CAREFULLY
對買方的警告
買家請小心閱讀

Re : Flat C on 33rd Floor of Block 2 and/or Carparking Space No. B5 on 3rd Floor of "80 ROBINSON ROAD", No.80 Robinson Road, Hong Kong.
有關： 位於香港羅便臣道80號的羅便臣道80號第2座33樓C單位及/或3樓停車位B5號

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

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

Dated this day of
公曆 年 月 日

Signature(s) of Purchaser(s) 買方簽署

Name(s) of Purchaser(s) 買方姓名

HKID No(s)/ Passport No(s)/ Business Registration No(s)
香港身份證號碼/護照號碼/商業登記證號碼

LETTER OF DEFECTS WARRANTY 保證修繕缺漏函

| | |
|--|---|
| Property 該物業 | : Flat <u>C</u> on <u>33rd</u> Floor of Block <u>2</u> and/or Carparking Space No. <u>B5</u> on <u>3rd</u> Floor of “80 ROBINSON ROAD”, No.80 Robinson Road, Hong Kong. 位於香港羅便臣道 80 號的羅便臣道 80 號第 <u>2</u> 座 <u>33</u> 樓 <u>C</u> 單位及/或 <u>3</u> 樓停車位 <u>B5</u> 號 |
| Vendor 賣方 | : Top East Development Limited 東達發展有限公司 |
| Purchaser(s) 買方 | : |
| HKID No. / Passport No. / B.R. No. 香港身份證號碼 / 護照號碼 / 商業登記證號碼 | : |

In relation to the Purchaser's agreement to purchase the Property on the terms and conditions contained in the Agreement for Sale and Purchase (the "Agreement"), the Vendor hereby confirms and agrees that subject to and conditional upon the completion of the purchase of the Property by the Purchaser in accordance with the terms and conditions of the Agreement (in respect whereof time shall be of the essence), the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser to the Vendor within one year from the actual date of completion of the purchase of the Property (the "Time Limit") remedy any defects to the Property, or the fittings or finishes specified in Schedule 6 of the Agreement, caused otherwise than by any act or neglect of the Purchaser or the Purchaser's agent, contractor or resident, occupier or visitor of the Property, provided the following:

有關買方同意按照買賣合約(「該合約」)的條款買入該物業，並在完成該物業買賣及遵守該合約之條款(時間為關鍵因素。)為前提下，賣方將於收到買方於該物業買賣的實際成交日期起計的一年內(「時限」)所發出的書面通知後，在合理地切實可行的範圍內盡快自費就該物業欠妥之處或該合約附表六中列出之裝置及裝修物料作出補救(買方或買方的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致除外)，惟前提如下：

1. The Purchaser shall give prompt written notice to the Vendor within the Time Limit specifying the defects to the Property and/or the fittings or finishes specified in Schedule 6 of the Agreement that should be ascertainable upon reasonable inspection.
買方須盡快在時限內書面通知賣方有關該物業及/或該合約附表六中列出之裝置或裝修物料的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。
2. The Vendor shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of the Purchaser's written notice served within the Time Limit, remedy the defects stated therein. The Vendor shall not by reason of this Letter of Defects Warranty be liable to any person(s) for any consequential loss or any loss of use of the Property or the fittings and finishes specified in Schedule 6 of the Agreement.
賣方當收到買方於時限內發出的書面通知後，須要在合理地切實可行的範圍內，盡快自費(由其承包商或促使其他相關負責人士)就買方於書面通知內列出的欠妥之處作出補救。賣方不須因本保證修繕缺漏函而向任何人士承擔任何因未能使用該物業或其於該合約附表六中列出之裝置、裝修物料及設備的損失或其相應而生的損失。
3. This obligation does not cover any furniture, plants or landscaping in, sold with the Property, nor to any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase.
此項責任不包括任何位於該物業內或隨該物業出售的家具、花草植物或園藝設計，亦不包括任何該物業之損耗及在買賣完成後所增的事物。
4. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.

在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或維護造成、和因買方未能及時通知賣方而加深的損壞作出執修。若買方把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止。

5. The obligation of the Vendor under this Letter of Defects Warranty is conditional on the Purchaser giving to the Vendor and/or its authorized representative(s) reasonable access to the Property.
賣方的履行其於本保證修繕缺漏函下的責任之前提，為買方須讓賣方及/或其授權代理人合理地進入該物業。
6. The rights or benefits of this Letter of Defects Warranty shall be personal to the Purchaser solely and are non-assignable and non-transferable and will terminate automatically when the Purchaser sells/transfers or contracts to sell/transfer the Property. In any event the Vendor shall not be liable to the Purchaser's sub-purchaser(s), nominee(s) or assignee(s).
本保證修繕缺漏函賦予買方之權利或利益只限買方個人享有，不得轉名或轉讓。當買方出售/轉讓該物業或簽訂有關協議，該等權利及利益將會自動終止。賣方在任何情況下均不須向買方之轉購人、被提名人或承讓人負責。
7. Notwithstanding any provision herein contained, if completion of the purchase of the Property does not take place in strict accordance with the terms and conditions of the Agreement, this Letter of Defects Warranty shall forthwith be null and void and cease to have any effect and the Purchaser shall not have any claim against the Vendor for any loss, damages or compensation in whatever nature.
即使本保證修繕缺漏函已有所規定，如該物業買賣並沒有完全嚴格遵守該合約之條款及條件而完成，本保證修繕缺漏函將為無效並不再具有任何效力。買方不得向賣方申索任何性質的損失、賠償或補償。
8. This Letter of Defects Warranty is independent of the Agreement. Notwithstanding any contrary intention or provision of the Agreement, nothing herein shall supersede or prejudice the rights and remedies of the Vendor and the Purchaser under any terms or conditions of the Agreement. In case the Vendor fails to observe or perform any of its obligations in this Letter of Defects Warranty, the operation, validity or enforceability of other provisions in the Agreement will not in any way be prejudiced, varied or affected, and the Vendor and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Agreement.
本保證修繕缺漏函獨立於該合約，縱然其內容有相反或歧異之處，本保證修繕缺漏函不應被解釋為影響或損害賣方及買方在該合約下之權利或補償。倘賣方未能遵守或履行其在本保證修繕缺漏函下之任何責任，該合約中其他條款將不受影響、並維持不變、依舊有效及可予執行，而賣方及買方仍有責任遵守及履行該合約所有條款並受其約束。
9. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.
本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

Dated this _____ day of _____
日期 年 月 日

For and on behalf of
Top East Development Limited (the Vendor)
代表東達發展有限公司（賣方）簽署

Purchaser(s)
買方

羅便臣道 80 號
80 Robinson Road

Letter of Consent to Collection of Personal Data
個人資料收集同意書

由 From : 東達發展有限公司(“賣方”)
Top East Development Limited (“the Vendor”)

日期 Date : _____

致
To : _____

身份證/商業登記號碼
I.D./B.R. No. _____
身份證/商業登記號碼
I.D./B.R. No. _____
身份證/商業登記號碼
I.D./B.R. No. _____
身份證/商業登記號碼
I.D./B.R. No. _____
身份證/商業登記號碼
I.D./B.R. No. _____

(“the Purchaser”)(“買方”)

有關 : 位於香港羅便臣道 80 號的羅便臣道 80 號第 2 座 33 樓 C 單位及/或 3 樓停車位 B5 號(“該物業”)
Re : Flat C on 33rd Floor of Block 2 and/or Carparking Space No. B5 on 3rd Floor of “80 ROBINSON ROAD”, No.80 Robinson Road, Hong Kong (“the Property”)

- 賣方擬使用閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作直接促銷及作下述第 3 項的用途。
The Vendor wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) in direct marketing and for purposes as set out in item 3 below.
- 賣方不得使用或提供閣下的個人資料，除非已獲得閣下有關於此等使用或提供的書面同意。
The Vendor may not use or provide your personal data unless it has received your written consent to the intended use and provision.
- 閣下的個人資料會被用作以下用途(請於適用處加✓號)：
 賣方處理與閣下購買羅便臣道 80 號的指明住宅物業有關的所有法律及其他必需的行政事宜並保障賣方在羅便臣道 80 號發展項目中的權益；及
 賣方的物業之宣傳資料及促銷及羅便臣道 80 號之推廣及促銷活動。
Your personal data will be used for the following purposes (Please select the appropriate):
 All legal and other necessary administrative matters relating to your purchase of specified residential property(ies) in 80 Robinson Road handled by the Vendor and protecting its interests in the development of 80 Robinson Road;
 All promotional materials/information and marketing of the properties under the Vendor and promotional and marketing activities for 80 Robinson Road.
- 沒有閣下同意賣方不會把閣下的個人資料轉移予任何其他人士。
The Vendor will not transfer your personal data to any other person without your consent.
- 若閣下同意個人資料被使用及提供作直接促銷及上述第 3 項的用途，閣下日後可撤回同意。若閣下希望撤回同意，請致信賣方(地址：香港中環干諾道中 88 號及德輔道中 173 號南豐大廈 20 樓(註明「保密」字樣)通知我們。任何此等要求均須清楚說明相關要求針對的個人資料。
If you consent to the use and provision of your personal data for direct marketing and the purposes under item 3 above, you may subsequently withdraw your consent. If you wish to withdraw your consent, please inform the Vendor by writing to 20th Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong (Marked “Confidential”). Any such request should clearly state details of the personal data in respect of which the request is being made.

我/我們，簽署人，茲確認上文內容及同意本人的個人資料如上述般被使用及提供。
I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my personal data as mentioned above.

買方簽署 Signature of the Purchaser(s)

Name of Purchaser 買方姓名:

Date 日期:

Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Vendor : Top East Development Limited (“the Vendor”)
致 賣方 東達發展有限公司(“賣方”)
The Property : Flat C on 33rd Floor of Block 2 and/or Carparking Space No. B5 on 3rd Floor of “80
該物業 ROBINSON ROAD”, No.80 Robinson Road, Hong Kong (“the Development”).
位於香港羅便臣道 80 號的羅便臣道 80 號第 2 座 33 樓 C 單位及/或 3 樓停車位 B5 號
Name of Purchaser(s)
買方名稱 : _____
HKID / Passport No./ BR No.
香港身份證號碼/護照號碼
/商業登記證號碼 : _____

I/We, the undersigned, hereby confirm the following matters prior to my / our signing of the Agreement for Sale and Purchase of the Property :

本人/我們即下述簽署人，在簽署該物業之買賣合約之前謹此確認以下事項：

Please specify 請選擇:

A. I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Agreement for Sale and Purchase of the Property :
本人/我們確認於簽署該物業之買賣合約之前，賣方已開放該物業供本人/我們參觀：

and I / we have viewed the Property on the date stated below prior to my / our signing of the Agreement for Sale and Purchase of the Property.

且本人/我們已於下述日期於簽署該物業之買賣合約之前參觀過該物業。

Date of viewing of the Property :

參觀該物業日期：_____

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Agreement for Sale and Purchase of the Property.

但經充份考慮後本人/我們自主選擇決定於簽署該物業之買賣合約之前不參觀該物業。

B. I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Agreement for Sale and Purchase of the Property :

本人/我們確認由於開放該物業予本人/我們參觀並非合理地切實可行，於簽署該物業之買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人/我們參觀：

and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Agreement for Sale and Purchase of the Property.

且本人/我們已於下述日期於簽署該物業之買賣合約之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable residential property :

參觀與該物業相若的住宅物業日期：_____

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Agreement for Sale and Purchase of the Property.

但經充份考慮後本人/我們自主選擇決定於簽署該物業之買賣合約之前不參觀與該物業相若的住宅物業。

The comparable residential property : Flat _____ on _____ Floor of Block _____ of the Development

與該物業相若的住宅物業：該發展項目第_____座_____樓_____單位

C. I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us.

本人/我們確認開放該物業予本人/我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人/我們參觀亦並非合理地切實可行，本人/我們特此同意賣方無須在該物業售予本人/我們之前開放與該物業相若的住宅物業供本人/我們參觀。

本人 / 吾等確認及聲明本人/ 吾等同意購入該物業時已完全知悉並接受和同意上述事項。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge, acceptance and agreement of the above.

Signature of Purchaser(s) / 買方簽署

Date / 日期

羅便臣道 80 號
80 Robinson Road

Vendor's Information Form
賣方資料表格

Vendor : Top East Development Limited
賣方 東達發展有限公司

The Property : Flat C on 33rd Floor of Block 2 and Carparking Space No. B5 on 3rd Floor of
該物業 “80 ROBINSON ROAD”, No.80 Robinson Road, Hong Kong (“the Development”).
位於香港羅便臣道 80 號的羅便臣道 80 號 (「該發展項目」) 第 2 座 33 樓 C 單位及
3 樓停車位 B5 號

| | |
|-----|--|
| (a) | The amount of the management fee that is payable for the Property: \$4,389 per month (residential unit); \$728 per month (carparking space). 須就該物業支付的管理費用的款額：(單位) 每月\$4,389; (停車位) 每月\$728. |
| (b) | The amount of the Government Rent (if any) that is payable for the Property: 須就該物業繳付的地稅(如有的話)的款額: The Government Rent for the Development which consists of HK\$26 per annum for the Remaining Portion of Section G of Inland Lot No.590 and HK\$8 per annum for the Remaining Portion of Inland Lot No.590. 就整個發展項目而言，地稅包括內地段第590號G分段餘段地稅每年港幣26元，以及內地段第590號餘段地稅每年港幣8元。 |
| (c) | The name of the owners' incorporation (if any): Nil 業主立案法團(如有的話)的名稱：沒有 |
| (d) | The name of the manager of the Development: New Charm Management Limited 發展項目的管理人的姓名或名稱：新卓管理有限公司 |
| (e) | Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: Nil 賣方自政府或管理處接獲的關乎發展項目的住宅物業的擁有人須分擔的款項的任何通知：沒有 |
| (f) | Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知：沒有 |
| (g) | Any pending claim affecting the Property that is known to the Vendor: Nil 賣方所知的影響該物業的任何待決的申索：沒有 |

Date of printing 印製日期：3rd January 2025

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Agreement for Sale and Purchase of the Specified Residential Property.
本人/我們，即下述簽署人，謹此確認在簽署指明住宅物業之買賣合約之前，本人/我們已收到此份賣方資料表格及完全明白其內容。

買方簽署Signature of the Purchaser(s)

Name of Purchaser 買方姓名

日期Date：_____