

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

以招標形式邀約購買

in respect of

關於

Unit B on 3rd Floor and Car Park Nos. 44 and 47 on
the Ground Floor of Fortuna Court (福慧大廈), No. 25
Repulse Bay Road, Hong Kong
香港淺水灣道25號福慧大廈3樓B單位及地下車位
44 及 47 號

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

以招標形式邀約購買

.....

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

下列物業以招標形式邀約購買：

Unit B on 3rd Floor and Car Park Nos. 44 and 47 on the Ground Floor of Fortuna Court (福慧大廈), No. 25 Repulse Bay Road, Hong Kong

香港淺水灣道25號福慧大廈3樓B單位及地下 44 號及 47 號車位

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TENDER COMMENCES AT 11:00 A.M. ON 27 July 2026

AND CLOSSES AT 12:00 NOON ON 27 July 2026

(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)

招標於 2026 年 7 月 27 日上午 11 時正開始並在 2026 年 7 月 27 日正午 12 時正終止

(除非已撤回或賣出)

Tenders must be submitted in the specified **Form of Tender** during the period from 11:00 a.m. to 12:00 noon on 27 July 2026 at Unit 2709-2711, 27/F., AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong in a sealed plain envelope and clearly marked "**TENDER FOR FORTUNA COURT UNIT 3B AND CP NOS. 44 & 47**".

標書必須按指定的標書表格於 2026 年 7 月 27 日上午 11 時正至正午 12 時正期間內在香
港九龍啟德協調道 2 號 AIRSIDE 27 樓 2709-2711 室遞交，並需將該表格放於一個密封
的信封內並在封面清楚列明「投標福慧大廈 3B 單位及 44 號和 47 號車位」。

Vendor

賣方

Nan Fung Development Limited

南豐發展有限公司

TENDER NOTICE

招標公告

1. Nan Fung Development Limited (the "**Vendor**") invites tenders for the purchase of the property described in the Particulars of the Property below (the "**Property**") as one transaction subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the "**Form of Tender**") and the Conditions of Sale (in the form annexed hereto as **Appendix B**) (the "**Conditions of Sale**").

南豐發展有限公司（「賣方」）以招標形式邀約購買於下述詳細敘述的物業（「本物業」）以單一交易形式並根據本招標公告、標書表格（附於本文件作為附表A）（「標書表格」）及售賣條款（附於本文件作為附表B）（「售賣條款」）的條款及條件進行。

PARTICULARS OF THE PROPERTY

本物業的詳細敘述

Unit B on 3rd Floor and Car Park Nos. 44 and 47 on the Ground Floor of Fortuna Court (福慧大廈), No. 25 Repulse Bay Road, Hong Kong
香港淺水灣道25號福慧大廈3樓B單位及地下 44 號及 47 號車位

2. Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or in the British Virgin Islands (At least one director of such limited company shall be natural person).

投標者必須為個人或於香港註冊成立的有限公司或英屬維爾京群島成立之公司（該有限公司必須有至少一個自然人作為董事）。

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

由賣方根據《一手住宅物業銷售條例》（香港法例第621章）第68條的要求提供有關本物業的資料附於本文件作為附表C的賣方資料表格。

4. Any tender must be:

任何標書必須:-

- (a) made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3 and 4(b) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;

根據標書表格（一式兩份）進行及連同下述文件各一式兩份 (i) 根據招標公告的要求妥為簽署的售賣條款，(ii) 本招標公告及 (iii) 本招標公告內第3及4(b)段提及的文件及標書表格必須由投標人簽署。

(b) submitted together with the following documents:

並需連同下列文件一起遞交:-

- (i) a cashier's order issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**Deacons**" for the sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;

一張按《銀行業條例》（香港法例第155章）（「**銀行業條例**」）第16條的持牌銀行發出的銀行本票以「的近律師行」作為抬頭，該金額為由投標人在標書表格及售賣條款內提出的價錢的5%的款項；

- (ii) if the Tenderer is individual(s), a copy of the Hong Kong Identity Card / Passport of each individual of the Tenderer;

如投標者為個人，每一個投標者的香港身份證或護照副本；

- (iii) if the Tenderer is a limited company(ies), a copy of the Business Registration Certificate (if applicable) and a copy of the Certificate of Incorporation of each company of the Tenderer;

如投標者為有限公司，每一間公司的商業登記證明書(如適用)及公司註冊證書副本；

- (iv) a Warning to Purchasers (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;

一份已由投標者完成及簽署的對買方的警告（按照附於本文件作為附表D的形式）；

- (v) a Declaration of Related Party (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;

一份已由投標者完成及簽署的有關連人士購入單位聲明（按照附於本文件作為附表E的形式）；

- (vi) an Acknowledgement Letter for Properties Viewing (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;

一份已由投標者完成及簽署的參觀物業確認函（按照附於本文件作為附表F的形式）；

- (vii) a Declaration in relation to Intermediary (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer and the Intermediary;

一份已由投標者及介紹人完成及簽署的有關介紹人聲明（按照附於本文件作為附表G的形式）；

- (viii) a Letter of Consent to Collection of Personal Data (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer;

一份已由投標者完成及簽署的個人資料收集同意書（按照附於本文件作為附表H的形式）；

- (ix) an Acknowledgement Letter Regarding Saleable Area (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;

一份已由投標者完成及簽署的關於實用面積的確認函（按照附於本文件作為附表 I 的形式）；

- (x) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) in case of a company incorporated in Hong Kong, a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) and in case of a company incorporated in the British Virgin Islands, copies of the Certificate of Incumbency issued by the company's registered agent with details of directors and shareholders and the Certificate of Incorporation.

如投標者為公司，(I)一份董事決議的副本授權簽署招標公告及上述提及的其他文件根據授權形式簽署；(II)對於在香港註冊成立的公司，須提供一份最近期的週年申報表（表格NAR1）或法團成立表格（股份有限公司）（表格NNC1）的副本及對於在英屬維爾京群島註冊成立之公司，須提供由公司註冊代理人簽發的《現任董事及股東證明書》（載有董事及股東詳情）以及公司註冊證書。

- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope "**Tender for FORTUNA COURT UNIT 3B AND CP NOS. 44 & 47**"; and

將上述文件放於一個致予賣方的密封的信封內並在封面清楚列明「**投標福慧大廈3樓B單位及 44 號和 47 號車位**」；及

- (d) placed in the Tender Box labelled "**Tender for FORTUNA COURT**" located at Unit 2709-2711, 27/F., AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong during the period from 11:00 a.m. on 27 July 2026 (the "**Tender**

Commencing Time") to 12:00 noon on 27 July 2026 (the "Tender Closing Time").

由2026年7月27日上午11時正（「招標開始時間」）至2026年7月27日正午12時正（「招標終止時間」）的期間內置放於設於香港九龍啟德協調道2號AIRSIDE 27樓 2709-2711室的列明「投標福慧大廈」的標箱內。

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time between 9:00 a.m. on the day on which the Tender Closing Time falls and the Tender Closing Time, the Tender Closing Time will automatically be postponed to 12:00 noon on the next succeeding working day.

儘管前文所述，如在招標終止時間的日期的上午9時正至招標終止時間內的任何時間在香港發出八號或以上颱風訊號或黑色暴雨警告，則招標終止時間將自動順延至緊接其後的工作天的正午12時正。

5. Each Tenderer is required to fill in the following information in the Conditions of Sale submitted by him and attached to each duplicate of the Form of Tender:

每名投標者需在其遞交及附於每份標書表格的售賣條款填寫:-

- (a) the purchase price of the Property offered by the Tenderer; and

由投標者提供本物業的售價；及

- (b) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.

有關售價的付款方法，唯需符合標書表格的第2段。

6. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.

賣方有權在其絕對決定權認為合適的情況下，拒絕任何一份不符合所附標書表格的形式或載於本招標公告的條款及條件的標書。遲交的標書將不被接受。

7. (a) The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.

賣方有權不接受最高的或最好的或任何標書。賣方擁有對於接受標書與否的絕對決定權。

- (b) Notwithstanding anything contained herein, the Vendor may negotiate with any Tenderer or any other party with respect to the sale of the Property between the Tender Closing Time and the Acceptance Date. Nothing in this Clause 7(b) obliges the Vendor to disclose to other Tenderers its negotiations with any person or prevents the Vendor from agreeing to variations to the Conditions of Sale or any

tender after negotiations with any person. The Tenderer acknowledges that no negotiations or discussions by or on behalf of the Vendor will in any way nullify any tender lodged by a Tenderer nor in any way affect the provisions of Clause 9(a) of this Tender Notice.

儘管本文件所載的其他條文，賣方在招標終止時間及接受日期間可以與任何投標者或任何其他方面就出售招標的物業進行協商。此第7(b)條沒有迫使賣方透露給其他投標者其與任何人的協商或阻止賣方在與任何人協商後同意變更售賣條款或標書。投標者承認，由賣方或由他人代賣方進行的協商或討論都不會以任何方式廢除任何由投標者提交的標書，也不以任何方式影響本招標公告第9(a)條的規定。

8. The Vendor reserves the right at any time before acceptance of a tender to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part thereof to any person at any time.

賣方有權在接受一份標書前隨時撤回本物業或其任何部分的銷售，以及隨時向任何人出售或處置物業或其任何部分。

9. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 9(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until 5:00 p.m. of the 14th working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until 5:00 p.m. of the Acceptance Date.

以賣方的招標邀請及賣方在第9(b)條的承諾作為代價，每個投標者應被視為已承諾其標書不可被撤回，並應構成正式的要約和能夠在招標終止時間的那天的之後十四個工作天的下午五時前（「**接受日**」）按本招標公告、售賣條款和標書表格所載的條款及條件被接受。在提交標書表格後，沒有投標者能自由地撤回其標書，其標書應被視為可被接受直到接受日下午五時。

- (b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 9(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.

以投標者在上述第9(a)條作出的承諾為代價，賣方同意在收到投標者的書面要求後向投標者支付港幣10元。

10. (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.

如標書被賣方接受，成功的投標者應為本物業的買方（「買方」），而賣方應在接受日前透過郵寄或專人或傳真發送書面接受通知（「接受通知」）予成功的投標者到其標書表格所註明的香港通訊地址或註冊辦事處地址，該已發送的接受通知應被視為已被買方收到。

- (b) The successful Tenderer shall sign the Formal Agreement for Sale and Purchase within 5 working days after the date of the Notice of Acceptance and pay the further deposit (being 5% of the purchase price tendered) by way of a cashier order made payable to the Vendor's solicitors issued by a bank licensed under Section 16 of the Banking Ordinance.

成功的投標者應在接受通知日期之後的五個工作天內簽訂正式合約，及以根據銀行業條例第16條由一間持牌銀行發行的抬頭給賣方律師的銀行本票支付額外訂金（投標的售價的5%）。

- (c) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.

如成功的投標者是一間公司，在簽訂正式合約前，成功的投標者不應有董事及/或股東的變更。

11. All cashier's orders submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier's orders will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.

所有投標者提交的銀行本票不會被兌現直到賣方已就提交的標書作出決定。如果一份標書被賣方接受，在標書中提交的銀行本票將被視為用於支付在標書表格下成功的投標者應付的臨時訂金。所有其他銀行本票將於招標終止時間之後的十四（14）日內歸還給不成功的投標者到其標書表格所註明的香港通訊地址或註冊辦事處地址。

12. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.

簽署標書表格的人士應被視為主事人。

13. Time shall in all respects be of the essence.

就每一方面而言，時間為必要因素。

14. All enquiries shall be directed to Unit 2709-2711, 27/F., AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong. Tenderers should 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 the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.

所有查詢應向香港九龍啟德協調道 2 號 AIRSIDE 27 樓 2709 - 2711 室提出。投標者須注意的是，賣方將只回答關於本物業的一般性問題，並不會就招標提供法

律或其他意見。投標者應就此招標公告及相關文件的條款及條件尋求獨立法律和其他專業意見。

15. Any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.

任何由賣方或其代理人或受僱人在回應潛在投標者及投標者的查詢時所作出的陳述，無論是口頭或書面，及行動僅供參考。這些陳述不應構成或被視為構成本招標公告的部份，而任何此等陳述或行動不得及不得被視為放大、修改、否定、免除或以其他方式更改任何本招標公告、標書表格和售賣條款所載的條款及條件。

16. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

就本招標公告而言，「工作天」是指不是(a)公眾假期或星期六; 或(b)根據《釋義及通則條例》（香港法例第1章）第71(2)條定義的一個黑色暴雨警告日或烈風警告日的日子。

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

如上述之英文及中文版本有任何出入，一切以英文版本為準。

Date 日期:

FORM OF TENDER
標書表格

Tender for the purchase of Unit B on 3rd Floor and Car Park Nos. 44 and 47 on the Ground Floor of Fortuna Court (福慧大廈), No. 25 Repulse Bay Road, Hong Kong (collectively the "**Property**") as one transaction subject to the terms and conditions contained in the Tender Notice dated 23 July 2026 (the "**Tender Notice**") and the Conditions of Sale (the "**Conditions of Sale**") as respectively attached hereto.

受制於所附日期為 2026 年 7 月 23 日的招標公告（「**招標公告**」）及售賣條款（「**售賣條款**」）中的條款及條件，以一個交易購買香港淺水灣道 25 號福慧大廈 3 樓 B 單位及地下 44 號及 47 號車位（統稱「**本物業**」）的標書。

To: Nan Fung Development Limited (the "**Vendor**")
致：南豐發展有限公司（「**賣方**」）

1. I/We, _____
(Hong Kong Identity Card No./Passport No./Business Registration No. _____ /
BVI Company No. [_____])
of _____

本人／吾等， _____
(香港身份證號碼／護照號碼／商業登記號碼／英屬維爾京群島公司號碼
_____) 位於 _____

(registered office or place of business in Hong Kong for a company(ies)/correspondence address in Hong Kong for individual(s)), having read the Tender Notice (including the Appendices thereto) and the Conditions of Sale, hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG DOLLARS

(HK\$ _____) (the "**Purchase Price**") and on the terms and conditions as more particularly set out in the Conditions of Sale.

（如是公司，註冊或香港辦事處地址／如是個人，香港通訊地址／香港營業地點），在閱讀了招標公告（包括其附表）及售賣條款後，現要約從賣方購買本物業，售價為港幣

(HK\$ _____)（「**售價**」）並按售賣條款所載的條款及條件進行。

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is accepted by the Vendor,

如本標書被賣方接受，本人／吾等應以下列方式支付售價，

- (a) HK\$_____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender;

港幣_____，相當於售價的 5%，作為在賣方接受本標書時買方應支付的臨時訂金；

- (b) HK\$_____, which is equal to 5% of the Purchase Price, being further deposit shall be paid upon my/our signing of the Formal Agreement for Sale and Purchase;

港幣_____，相當於售價的 5%，作為在本人／吾等簽訂正式合約時買方應支付的額外訂金；

- (c) HK\$_____, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid upon completion.

港幣_____，相當於售價的 90%，於買賣完成成交時支付作為買方應付的售價餘額。

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours from 10:00a.m. to 4:30 p.m. on or before ____ Day of _____ 2026.

如果本標書被賣方接受，本物業買賣的成交應在 2026 年_____月_____日或之前於辦公時間即上午十時到下午四時三十分內完成。

3. If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 10(b) of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.

如果本標書被接受，直至已根據招標公告第 10(b)段簽署正式合約，本標書與賣方的接受通知應構成本人／吾等與賣方以招標公告，本標書表格和售賣條款所載的條款及條件為依歸的具約束力的協議。

4. I/We enclose the following documents with this Tender:

本人／吾等在本標書附上下列文件:-

- (a) a cashier's order (No. _____) issued by _____ and made payable to "**Deacons**" for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;

一張由_____發行，抬頭給「**的近律師行**」，銀碼為售價的 5% 的銀行本票（號碼_____），如本標書被賣方接受，該銀行本票應用作支付臨時訂金；

- (b) a copy of my / our Hong Kong Identity Card / Passport / Certificate of Incorporation and Business Registration Certificate;

本人／吾等的香港身份證／護照／公司註冊證書及商業登記證的副本；

- (c) a Warning to Purchasers (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;

一份已由本人／吾等完成及簽署的對買方的警告（按照附於招標公告作為附表 D 的形式）；

- (d) a Declaration of Related Party (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;

一份已由本人／吾等完成及簽署的有關連人士購入單位聲明（按照附於招標公告作為附表 E 的形式）；

- (e) an Acknowledgement Letter for Properties Viewing (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;

一份已由本人／吾等完成及簽署的參觀物業確認函（按照附於招標公告作為附表 F 的形式）；

- (f) a Declaration in relation to Intermediary (in the form annexed to the Tender Notice as **Appendix G**) duly completed and signed by me/us and the Intermediary;

一份已由本人／吾等及介紹人完成及簽署的有關介紹人聲明（按照附於本文件作為附表 G 的形式）；

- (g) a Letter of Consent to Collection of Personal Data (in the form annexed to the Tender Notice as **Appendix H**) duly completed and signed by me/us;

一份已由本人／吾等完成及簽署的個人資料收集同意書（按照附於招標公告作為附表 H 的形式）；

- (h) an Acknowledgement Letter Regarding Saleable Area (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us;

一份已由本人／吾等完成及簽署的關於實用面積的確認函（按照附於招標公告作為附表 I 的形式）；

- (i) (applicable only if the Tenderer is a corporation) (I) a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender and the other documents mentioned in the above in the manner as they are signed; and (II)

in case of a company incorporated in Hong Kong, a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) and in case of a company incorporated in the British Virgin Islands, copies of the Certificate of Incumbency issued by the company's registered agent with details of directors and shareholders and the Certificate of Incorporation.

(僅適用於投標者是一家公司) (I)本公司授權以其已簽署的方式簽署本標書表格和以上提到的其他文件的董事會決議的副本一份; 及(II)對於在香港註冊成立的公司, 須提供最近的周年申報表(表格 NAR1) 或法團成立表格(股份有限公司)(表格 NNC1) 的副本一份及對於在英屬維爾京群島註冊成立的公司, 須提供由公司註冊代理人簽發的《現任董事及股東證明書》(載有董事及股東詳情) 以及公司註冊證書。

5. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice and the Conditions of Sale to:-

本人／吾等同意如果賣方接受本標書，本標書與賣方的接受應構成本人／吾等與賣方就本物業的買賣具有約束力的協議，以及本人／吾等將受招標公告和售賣條款約束而履行以下事項:-

- (a) pay the further deposit and the balance of the Purchase Price at the times stipulated in Paragraph 2(b) and (c) above;

在根據上述第 2 段(b)和(c)列明的時間支付額外訂金和售價餘額；

- (b) sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 10(b) of the Tender Notice; and

根據招標公告第 10(b)段簽署正式合約；及

- (c) complete the purchase of the Property in accordance with the Conditions of Sale and the Formal Agreement for Sale and Purchase as signed.

根據售賣條款及已簽署的正式合約完成物業買賣的交易。

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

如上述之英文及中文版本有任何出入，一切以英文版本為準。

Dated this day of 2026.
日期：2026 年 月 日

Name of Tenderer:
投標者名稱：

Signature(s) of Tenderer/
Name(s) and Signature(s) of
Authorized Signatory(ies) of
Tenderer:
投標者的簽署 /
投標者的授權
簽署人的名稱
和簽署： _____

Hong Kong Identity Card No./Passport No./
Business Registration No
of Tenderer :
投標者的香港
身份證號碼 /
護照號碼 / 商
業登記證號碼： _____

Correspondence Address
in Hong Kong
of Tenderer :
投標者的香港
通訊地址： _____

Tel. No. of Tenderer:
投標者的電話號碼： _____

Facsimile No. of Tenderer:
投標者的傳真號碼： _____

Name(s) of contact person(s)
of Tenderer:
投標者的聯
絡人的名稱： _____

Name of Estate Agent
(if any) appointed by
Tenderer:
投標者委任
的地產代理
(如有)的名
稱： _____

Licence No. of Estate
Agent (if any) appointed
by Tenderer
(with copy of Estate Agent's
licence attached hereto):
投標者委任的地產代理
(如有)的牌照號碼(請
附上地產代理牌照的副
本)：

Contact Details of
Estate Agent (if any)
appointed by Tenderer:
投標者委任的地產代
理(如有)的聯絡資料：

CONDITIONS OF SALE

售賣條款

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 10(a) of the Tender Notice (the "**Notice of Acceptance**") shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "**Preliminary Agreement**").

標書表格（連同招標公告及附於此的售賣條款）及賣方根據招標公告第 10(a)段發出的接受買方的投標（「**接受通知**」）於接受通知日期起構成一份對買賣雙方就出售及購買本物業有約束力的協議（該協議被稱為「**臨時合約**」）。

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out below) on terms and conditions contained hereunder.

買賣雙方需按照售價（在下文所述）及下述條款及條件出售及購買本物業。

- 1) In this Preliminary Agreement:-
在本臨時合約中:-
"saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
「實用面積」具有《一手住宅物業銷售條例》（第 621 章）第 8 條給予該詞的涵義；
"working day" has the meaning given by section 2(1) of that Ordinance;
「工作日」具有該條例第 2(1)條給予該詞的涵義；
the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 8(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
- 2) The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
- 3) It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed-
按訂約雙方的意向，本臨時合約將會由一份買賣合約（「**正式合約**」）取代，正式合約須－
 - (a) by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於_____（即本臨時合約的簽署日期之後的第五個工作日）或之前簽立；及
 - (b) by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於_____（即本臨時合約的簽署日期之後的第八個工作日）

或之前簽立。

(Remark: The above dates will be completed by the Vendor. 備註：上述日期將由賣方填寫。)

- 4) The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅（如有的話），由買方承擔。
- 5) The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅（如有的話），由買方承擔。
- 6) The Purchaser shall attend the office of his solicitors bringing with this Preliminary Agreement within 5 working days after the date of the Notice of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors with Purchaser's reasonable amendments, (ii) to pay the sum above-mentioned as being due on signing of the Agreement and (iii) to pay all stamp duties payable on the Agreement.
買方須於接受通知書的日期之後的五個工作日內攜帶本臨時合約到其律師樓辦理下列手續（在這方面時間為必要因素）：
 - (i) 簽署賣方代表律師所訂定的標準正式合約含買方之合理修改其內容，
 - (ii) 同時交付本臨時合約上列明的須於簽立正式合約時繳付之款項，並
 - (iii) 同時交付正式合約之所有印花稅。
- 7) If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed-
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約—
 - (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
- 8) The measurements of the Property are as follows-
本物業的量度尺寸如下—
 - (a) the saleable area of Unit B on 3rd Floor of the Property is 230.413 square metres / 2480 square feet of which-
本物業 3 樓 B 單位的實用面積為 230.413 平方米／2480 平方呎，其中—
6.398 square metres/ 69 square feet is the floor area of the balcony;
6.398 平方米／69 平方呎為露台的樓面面積；
*[N/A square metres/ N/A square feet is the floor area of the utility platform];
*[不適用 平方米／不適用 平方呎為工作平台的樓面面積]；
*[N/A square metres/ N/A square feet is the floor area of the verandah]; and
*[不適用 平方米／不適用 平方呎為陽台的樓面面積]；及

(b) other measurements are-
其他量度尺寸為一

*[the area of the air-conditioning plant room is	N/A	square metres/ N/A	square feet];
*[空調機房的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the bay window is	N/A	square metres/ N/A	square feet];
*[窗台的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the cockloft is	N/A	square metres/ N/A	square feet];
*[閣樓的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the flat roof is	N/A	square metres/ N/A	square feet];
*[平台的面積為	不適用	平方米／不適用	平方呎]
*[the area of the garden is	N/A	square metres/ N/A	square feet];
*[花園的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the parking space is	N/A	square metres/ N/A	square feet];
*[停車位的面積為	不適用	平方米／不適用	平方呎]
*[the area of the roof is	N/A	square metres/ N/A	square feet];
*[天台的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the stairhood is	N/A	square metres/ N/A	square feet].
*[梯屋的面積為	不適用	平方米／不適用	平方呎];
*[the area of the terrace is	N/A	square metres/ N/A	square feet];
*[前庭的面積為	不適用	平方米／不適用	平方呎]；
*[the area of the yard is	N/A	square metres/ N/A	square feet].
*[庭院的面積為	不適用	平方米／不適用	平方呎]。

*delete where inapplicable

*刪除不適用者

- 9) The sale and purchase of the Property includes the fittings, finishes and appliances as follows - see attached Annex A.
本物業買賣所包括的裝置、裝修物料及設備如下- 見附錄 A。
- 10) Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》（第 219 章）第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
- 11) The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
- 12) For the purposes of clause 11, the following is the "Warning to Purchasers"-
就第 11 條而言，「對買方的警告」內容如下－
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約

之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

- 13) All deposit(s), part payment(s) of Purchase Price and Balance of Purchase Price shall be made by cashier orders. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein and in favour of such party and in such manner as directed by the Vendor's solicitors. All payments of the Purchase Price shall be paid at or before 4:30p.m. on the dates as stipulated in this Preliminary Agreement.

所有訂金，部分售價及售價餘款必須以銀行本票繳付。買方必須根據本臨時合約的規定並依照賣方律師行指示的本票抬頭人及方法繳付售價。所有售價付款均須在本臨時合約規定的日期下午四點半前繳付。

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

賣方或其代理人並沒有對本物業或其任何部份在其實際環境狀況、改動、結構物及其他任何方面作出或給予或暗示任何保證或陳述。賣方將按本臨時合約列出之售價及條款出售本物業，買方亦將按該等售價及條款購買本物業，本物業將以「現狀」及實質狀況出售。

- 15) It is hereby agreed and declared that this Preliminary Agreement and the Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement and the Assignment with any other person and shall have no right to transfer the benefit of this Preliminary Agreement and the Agreement to a third party.
今同意並聲明本臨時合約及正式合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約及轉讓契，亦無權將本臨時合約及正式合約權益轉讓給第三者。
- 16) Unless otherwise agreed by the parties hereto, each party shall be responsible for its/ his/ her own solicitor's fee. All disbursements relating to the sale and purchase of the Property (including stamp duty, registration fees, search fees, copying charges, fees for certified copy of the title deeds and documents, and also the fees for preparation of the plans of the Property for use in connection with the sale and purchase) shall be borne and paid by the Purchaser solely.
除非買賣雙方另外協議，買賣雙方須負責其各自之律師費。此外，買方須負責及繳付有關本物業買賣之所有開支，包括印花稅、註冊費、查冊費、影印費、制備業權契據及文件經核證明副本之費用及擬備關於買賣本物業的圖則費。
- 17) The Vendor shall deliver vacant possession of Car Park No. 44 on Ground Floor to the Purchaser on completion. Parts of the Property (other than Car Park No. 44 on Ground Floor) ("the Tenanted Parts") are sold subject to the Tenancy Agreement dated 25 July 2025 (copy of which are attached hereto as Annex B) ("the Tenancy") and the following provisions shall apply:
賣方須在成交時將地下 44 號車位交吉予買方，本物業其餘部份（除地下 44 號車位外）（「出租部份」）將受制於日期為 2025 年 7 月 25 日的租約（其副本附於本文件作為附錄 B）（下稱「租約」）出售，以下條款將適用:-
- (a) The Purchaser shall take the Tenanted Parts subject to the rights of the tenant under the Tenancy;
買方將接受出租部份受制於租約內租客的權益；
 - (b) 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 the Tenancy or as to compliance with any legislation affecting the Tenancy or as to whether the tenant will comply with the terms of the Tenancy and surrender the Tenanted Parts upon expiration or termination of the Tenancy;
賣方不會就可向租客收取的租金金額、有關法例對租約的影響或租約是否合乎法例或租客會否遵守租約條款及在租約期滿或終止時會否遷出出租部份作出任何保證；
 - (c) If the Tenancy terminates or is surrendered for any reason on or before completion, the Vendor is entitled to deliver possession of the Property to the Purchaser and the Purchaser shall not raise any objection thereto;
如租約在成交時或之前因任何原因終止或被退回，賣方可將本物業的管有權交予買方而買方不得因此提出反對；
 - (d) The Vendor hereby expressly reserves the right to claim against the tenant at any time after completion for any arrears of rent or other monies due and owing under the Tenancy accrued up to and inclusive of the actual date of completion;
賣方特此保留在成交後向租客追討直至成交時包括成交日當天的欠租或其他根據

租約需支付的款項；

- (e) The Vendor shall on completion transfer to the Purchaser the rental deposits paid by the tenant in full without any deduction upon the execution of Indemnity and Undertaking (in the reasonable form prepared by the Vendor) by the Purchaser in favour of the Vendor in respect of the said rental deposit;

賣方須於成交時將租客支付的租金按金不作任何扣除租客的欠款或金錢全數轉讓給買方，唯買方需提供一份由其簽署給予業主及賣方的有關上述租金按金的承諾及彌償書（按賣方預備的合理版本）；

- (f) In the event that the tenancy agreement shall expire or terminate on or before the completion of the sale and purchase of the Property, the Purchaser shall still complete the purchase of the Property without any compensation or damages or abatement of the purchase price against the Vendor.

如在本物業買賣完成成交之時或之前，租約已過期或已終止，則買方仍須完成出租部份的買賣而不得向賣方提出任何賠償或損害或減價之要求。

This Clause shall survive completion.

本條款在成交後依然生效。

- 18) The Vendor shall not accept any trustee or nominee of the Purchaser in relation to execution of the Agreement.

賣方不接受買方之信託人或獲提名人代其簽署正式合約。

- 19) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

本物業是印花稅條例第 29A(1) 條含義中所規定的住宅物業。

- 20) (a) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any Mortgage of the Property and all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by the Purchaser or any third party (if applicable) if the Purchaser shall claim payment of ad valorem stamp duty at scale 2 and/or exemption from payment of Buyer's Stamp Duty. The Purchaser shall upon request by the Vendor or Vendor's Solicitors provide the Vendor or the Vendor's Solicitors with certified copy(ies) of the stamp certificate(s) or other documentary evidence to prove the due payment of the above mentioned stamp duty.

所有圖則費、有關業權契據之認正副本之費用包括圖則認正副本的圖則費、查冊費、登記費及其他支出，均由買方承擔。買方並須承擔所有有關本物業按揭的法律費用及開銷。若買家申請以第二標準稅率繳付從價印花稅及或申請豁免繳付買家印花稅，買家須支付所有就該申請而必需由買家或第三方(如適用)作出的法定聲明的所有法律費用、支出及附帶費用。買方須按賣方或賣方律師要求向賣方或賣方律師提供已繳付或已加蓋上述印花的文書的核證副本。

- (b) The Purchaser shall pay respective due proportions of the costs of and incidental to the preparation, stamping, registration and completion of the Deed of Mutual Covenant in

relation to the Development of which the Property forms part or the entire costs of certified copies of the said Deed of Mutual Covenant.

買方須負責繳付擬定及簽署本物業所屬發展項目之大廈公契的費用及其印花稅及登記費之適當攤分部份或其認正副本的費用。

- (c) The Purchaser shall fully indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by the Purchaser. This sub-clause shall survive completion of the sale and purchase of the Property.

若買方不能全數或準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用及支出，買方須就此對賣方作出十足的彌償。本條款於本物業買賣成交後仍然有效。

- (d) The Purchaser shall reimburse the Vendor with or pay to the Manager all management fee deposit, fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the Deed of Mutual Covenant and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.

買方須償還賣方或繳付管理人一切管理費按金、基金、泥頭清理費、預繳管理費及其他根據大廈公契所須繳付之其他按金及費用，買方並須償還賣方已就本物業代為支付的費用，包括但不限於水電煤按金。

- 21) Time is of the essence of this Preliminary Agreement.

本臨時合約所規定之期限均須嚴格遵守。

- 22) The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.

買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。

- 23) The purchase price of the Property is HK\$ _____, which shall be paid by the Purchaser to the Vendor in the manner as follows –

本物業的售價為港幣_____元，並須由買方按以下方式付予賣方-

Preliminary Deposit in the sum of HK\$ _____, which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement.

為數港幣_____元(即售價的 5%)的臨時訂金，須於簽署本臨時合約時支付。

Further Deposit HK\$ _____, which is equal to 5% of the purchase price, shall be paid upon the signing of the Agreement.

加付訂金為數港幣_____元(即售價 5%)，須於簽署正式合約時支付。

Balance of purchase price HK\$ _____, which is equal to 90% of the purchase price, shall be paid upon completion.

售價餘款為數港幣_____元(即售價 90%)，須於買賣完成成交時支付。

- 24) The sale and purchase of the Property shall be completed during office hours from 10:00 a.m.

to 4:30 p.m. on or before 2026 ("Completion Date").
本物業的買賣須於 2026 年 月 日（「成交日期」）或之前於辦公時間上午 10 時至下午 4 時半內完成。

- 25) The Property is sold subject to the Deed of Mutual Covenant Memorial No. UB2347360, the Management Agreement Memorial No. UB2347361, the existing Orders all dated 29 November 2019 and respectively registered in the Land Registry by Memorial Nos. 20030600640011, 20030600640026, 20030600640037, 20030600640046, 20030600640058, 20030600640066 and 20030600640074 (collectively "the said Orders"). Copies of the said Deed of Mutual Covenant, the said Management Agreement and the said Orders have been made available for inspection by the Purchaser before signing of this Preliminary Agreement.
本物業的出售受制於註冊摘要編號為 UB2347360 的大廈公契、註冊摘要編號為 UB2347361 的管理協議，日期為 2019 年 11 月 29 日的現有命令，其註冊摘要編號分別為 20030600640011、20030600640026、20030600640037、20030600640046、20030600640058、20030600640066 及 20030600640074（以下統稱「上述命令」）。上述大廈公契、管理協議及上述命令之副本已在簽署本臨時合約前提供予買方查閱。
- 26) This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，買賣雙方並沒有以相同條款訂立任何非書面買賣合約或買賣合約。
- 27) Completion shall be carried out by way of solicitors' undertaking and the Vendor and the Purchaser hereby authorize their respective solicitors to complete the sale and purchase of the Property on the basis of cross undertakings in the form from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree. The parties hereto agree not to call for formal completion.
交易將會以律師以其專業身份及其律師樓名義給予承諾完成。買賣雙方授權其各自律師採納香港律師公會不時建議的書面交換承諾格式作為交易基礎。雙方律師可協議對該書面交換承諾格式作出修改。買方同意不會要求賣方交易時即時交換已由賣方妥為簽立之轉讓契。
- 28) Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders, and words importing persons shall include corporations and vice versa.
但凡指單數之詞語，其釋義將包括眾數，反之亦然。但凡指男性、女性或中性之詞語，其釋義包括所有其他兩種性別。但凡指人之詞語，其釋義包括公司，反之亦然。
- 29) Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry and the Purchaser hereby consents and authorizes the Vendor to sign and register such Memorandum in the Land Registry to vacate or cancel the Preliminary Agreement from the register or record in the Land Registry. The Purchaser shall be solely responsible for any legal costs and expenses incurred therein.
如買方或任何代表買方之人士在未簽正式合約前將本臨時合約登記於土地註冊處之登記冊內，賣方或其銷售代表可單方面簽署及登記備忘錄於土地註冊處以取消本臨時合

約之註冊，買方於此同意並授權賣方或其銷售代表可將一份經賣方單獨簽名之備忘錄在土地註冊處登記，以取消本臨時合約原有之註冊。一切有關律師費及其他費用一概由買方負責。

- 30) Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Preliminary Agreement.

儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。

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

如有任何由政府或其他主管機關或管理公司發出的通知或命令或要求或指示或類似的事項(包括但不限於上述命令)要求賣方或本物業之擁有人作為本物業的業主執行任何工程，不論該等通知或命令或要求或指示或類似的事項在本日期前出現或在成交之時、之前或之後發出或送達，買方需負責符合該等通知、命令、要求、指示或類似的事項(包括但不限於上述命令)而相關工程的費用則需由買方承擔。賣方並不需就上述款項負責亦不需向買方或其他人士因此而承受的損失、損害及費用負責。買方須完成本物業的買賣而不得向賣方提出任何賠償或損害或減價之要求。

- 32) The Purchaser declares that he has been advised to seek independent legal and other professional advice and to engage a qualified person to inspect and examine all the matters mentioned in these Conditions of Sale prior to the signing of this Preliminary Agreement.

買方聲稱他已被建議在簽署本臨時合約前尋找獨立的法律及其他專業意見並聘請合資格人士檢查及驗證所有本售賣條款所提述之事項。

- 33) If the Purchaser shall make and insist on any requisition or objection in respect of the title or conveyance or otherwise (if the Purchaser is entitled to raise the same pursuant to the terms of the Agreement) which the Vendor shall be unable or unwilling (due to difficulty, delay, expense or any other ground) to answer or comply with, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser 3 days' notice in writing to annul the sale in which case unless the requisition or objection shall in the meantime be withdrawn or complied with, the Agreement shall upon the expiry of the notice be annulled and the Purchaser shall in that event be entitled to the return of all the deposit(s) paid hereunder but without interest cost or compensation and the parties hereto shall sign a cancellation agreement to record such rescission at their respective own costs.

如買方就業權或任何物業轉移事項或其他事項提出及堅持任何反對或要求（如買方根據正式合約可提出），而該等反對或要求是賣方不能夠或（因困難、延遲或開支或任何其他理由）不願意消除或遵從的，則即使先前有任何磋商或訴訟，賣方仍可向買方發出 3 日書面通知廢止有關售賣，除非有關反對或要求在中途撤回或已符合，否則正式合約在通知期屆滿時被視為取消。而在此情況下買方有權獲退回按金，但不獲付利息、費用或補償。雙方亦須各自費簽署一份取消協議以紀錄是次撤消。

- 34) The Purchaser acknowledges that he is entering into this Preliminary Agreement on the basis of his own inspection, inquiry and investigation and not in reliance on any representation or warranty whether written oral expressed or implied made by or on behalf of the Vendor.
買方確認他是依賴他自己的檢查、詢問及調查以簽署本臨時合約，而非依賴賣方或其代理的任何不論書面或口頭、明示或暗示的保證或陳述。
- 35) The Buyer's Stamp Duty (if any) payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的買家印花稅（如有），由買家支付。
- 36) In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如上述之英文及中文版本有任何出入，一切以英文版本為準。

Annex A
Fittings, Finishes and Appliances
[(Applicable for Unit A & Unit B of 3/F)]

1. Exterior Finishes

Window

Aluminium window frame with tinted glass, except:

Master Bath and Bath 1: steel window frame with obscure wired glass;

Servant Toilet: aluminium window frame with obscure glass louvre

Verandah or balcony

Wall is finished with tiles. Floor is finished with natural stone. Ceiling is finished with weather shield paint. Balcony is covered.

There is no verandah.

2. Interior Finishes

Internal Wall and Ceiling – Living Room, Dining Room, Bedroom and Servant Room

Plastered wall and ceiling are finished with emulsion paint where exposed. Metal trim for light trough for Dining Room, Servant Room is finished with Promina board false ceiling with emulsion paint.

Internal Floor – Living Room, Dining Room, Bedroom and Servant Room

Floor is finished with engineering wood flooring with plywood veneer skirting.

Servant Room is finished with tile flooring and skirting.

Bathroom and Servant Toilet

Exposed floor is finished with natural stone with metal drain tray and exposed wall is finished with natural stone and tile up to false ceiling level at Master Bathroom. Exposed floor and exposed wall are finished with tile up to false ceiling level at Bathroom 1.

Exposed floor is finished with tile with metal drain tray and exposed wall is finished with tile up to false ceiling level at Bathroom 2. False ceiling is Promina board ceiling. Servant Toilet is finished with tile flooring and wall with metal strip false ceiling.

Kitchen

Exposed floor is finished with tile. Exposed wall is finished with tile up to false ceiling level and metal panel adjacent to the cooking hobs. False ceiling is Promina board ceiling with emulsion paint with metal trim. Cooking bench is finished with natural stone.

3. Interior Fittings

Door

i. Main entrance and Back door

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

ii. Master Bedroom, Bedrooms and Walk-in closets

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

iii. **Kitchen**

Solid core veneered timber door fitted with vision panel, handle, door stopper and door closer.

iv. **Bathroom**

Solid core veneered timber sliding door fitted with lockset and handle for Bathroom 1.

v. **Store Room**

Solid core veneered timber door fitted with lockset and door closer.

Bathroom

i. **Fittings and equipment**

- a. Wash Basin
- b. Water Closet
- c. Basin Mixer
- d. Cabinet

ii. **Water supply system**

- a. Indirect Water Supply System

iii. **Bathing facilities**

- a. Bathtub

(Not applicable for Master Bathroom and Bathroom 2)

- b. Shower Cubicle (For Master Bathroom and Bathroom 2 only)
- c. Shower Mixer
- d. Towel bar
- e. Paper holder

Kitchen

- i. Sink
- ii. Desk-mounted mixer
- iii. Water Supply System
- iv. Kitchen Cabinet

Living / Dining Room, Bedroom

Variable refrigerant volume air-conditioners indoor unit and variable refrigerant volume air-conditioners outdoor unit are provided.

Built-in veneered timber wardrobe are provided in Bedrooms.

Telephone

Telephone outlets are provided in living room, dining room and bedroom(s).

Aerials

TV/FM outlet for the reception of local TV programs are provided in living room and bedroom(s).

Electrical Installations

Three-phase electricity supply with miniature circuit breakers distribution boards are provided.

Conduits are partly concealed and partly exposed.*

*Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, non-concrete walls, pipe ducts or other materials.

Gas Supply

Type: Town gas supply

Gas pipes are provided and connected to gas cooker hob in kitchen.

Water Supply

Copper pipes are adopted for cold and hot water supply system. Water pipes are partly concealed and partly exposed.* Hot water is available through water heater.

*Note: Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. Some of the exposed water pipes are covered or hidden by false ceilings, bulkheads, cabinets, non-concrete walls, pipe ducts or other materials.

4. Appliances Schedule

Location

Appliances

Living / Dining / Bedroom

Variable Refrigerant Volume Air-Conditioners
Indoor Unit and Variable Refrigerant Volume
Air-Conditioners Outdoor Unit

Kitchen

Exhaust Fan
Gas Hob Burners and Induction Hob
Dish Washer
Electric Oven
Cooker Hood
Refrigerator
Wine Cellar
Video Door Phone

Bathroom

Exhaust Fan
Instantaneous Water Heater

附錄 A
裝置、裝修物料及設備
[(適用於 3/F 單位 A 及單位 B)]

1. 外部裝修物料

窗

鋁窗窗框配有色玻璃。除了：

主人浴室及浴室 1：鐵窗窗框配毛面夾絲玻璃

工人洗手間：鋁窗窗框配毛面夾絲玻璃百葉

陽台或露台(如適用)

牆身鋪砌牆瓦。地板鋪砌天然石材。天花髹外牆乳膠漆。有蓋露台。沒有陽台。

2. 室內裝修物料

內牆及天花- 客廳、飯廳、睡房及工人房

內牆及天花外露部份批盪後並髹上乳膠漆，飯廳燈槽設有金屬邊，工人房位置設有 Promina 防潮板假天花髹上乳膠漆。

內部地板- 客廳、飯廳、睡房及工人房

鋪砌合成木地板及木皮面夾板木腳線。工人房鋪砌瓦地板及瓦腳線。

浴室及工人洗手間

主人浴室之外露地台鋪砌天然石材及金屬接水盤及外露牆身鋪砌天然石材及牆瓦至假天花。浴室 1 外露之地台及外露牆身鋪砌牆瓦至假天花。浴室 2 外露之地台鋪砌牆瓦及金屬接水盤及外露牆身鋪砌牆瓦至假天花。設有心 Promina 防潮板假天花髹上乳膠漆。工人洗手間配有鋪砌瓦地板、牆身及金屬假天花。

廚房

外露之地台鋪砌瓦。外露牆身鋪砌牆瓦金屬板至假天花。配有 Promina 防潮板假天花髹上乳膠漆假天花連金屬邊。廚櫃枱面鋪砌天然石。

3. 室內裝置

門

i) 單位大門及後門

實心木門配門鎖及氣鼓。後門配防盜眼。

ii) 主人房、睡房及衣帽間

實心木皮面木門配門鎖及門擋。

iii) 廚房

實心木皮面木門配觀看窗、把手、門擋及氣鼓。

iv) 浴室

浴室 1 的門為實心木皮面趟門配門鎖及把手。

v) 儲物室

實心木皮面木門配門鎖及氣鼓。

浴室

(i) 裝置及設備的類型

- (a) 洗手盆
- (b) 坐廁
- (c) 洗手盆水龍頭
- (d) 櫃

(ii) 供水系統的類型

- (a) 間接供水系統

(iii) 沐浴設施的類型

- (a) 浴缸
(不適用於主人浴室及浴室2)
- (b) 淋浴間
(只適用於主人浴室及浴室2)
- (c) 淋浴花灑
- (d) 毛巾架
- (e) 廁紙架

廚房

項目

- (i) 洗滌盆
- (ii) 座枱式水龍頭
- (iii) 供水系統
- (iv) 廚櫃

客廳、飯廳及睡房

客廳、飯廳及睡房均提供變製冷劑流量多聯式空調室內機及變製冷劑流量多聯式空調室外機。

睡房設置嵌入式木皮飾面衣櫃。

電話

客廳、飯廳、睡房均裝有電話插座。

天線

設有可接收本地電視節目的電視天線插座。

電力裝置

提供三相電力並裝妥微型斷路及配電箱。導管是部分隱藏及部分外露*。

* 備註：除隱藏於混凝土內的電線導管外，其他均為外露。外露電線導管主要覆蓋或掩藏於假天花、假陣、貯存櫃、非混凝土牆、管道槽或其他物料。

氣體供應

類型：煤氣供應

每戶裝妥煤氣喉接駁至廚房之煤氣煮食爐。

供水

冷熱供水喉系統全部採用銅管。水喉部份為暗藏及外露*。熱水透過熱水爐供應。

* 備註：除隱藏於混凝土內的水喉外，其他均為外露。外露水喉主要覆蓋或掩藏於假天花、假陣、貯存櫃、非混凝土牆、管道槽或其他物料。

4. 分層住宅大廈設備說明表(只適用於 3 樓及 A 及 B 單位)

位置

客廳/飯廳/睡房

設備

變製冷劑流量多聯式
空調室內機及變製冷
劑流量多聯式空調室
外機。

廚房

抽氣扇
煤氣煮食爐及電磁爐
洗碗碟機
電焗爐
抽油煙機
雪櫃
酒櫃
視像對講機

浴室

抽氣扇
即熱式熱水爐

Copies of the Tenancy
租約副本

Dated the 25th day of July 2025

NAN FUNG DEVELOPMENT LIMITED
(南豐發展有限公司)

and

TENANCY AGREEMENT

of

All Those Unit B on the Third Floor and One Carparking Space
[such carparking space number to be designated by the Landlord]
on the Ground Floor of Fortuna Court, No.25 Repulse Bay Road,
Hong Kong erected on Subsection 2 of Section A of Rural
Building Lot No.403 and the Extensions Thereto.

WOO KWAN LEE & LO
SOLICITORS & NOTARIES
25th Floor, Jardine House
1 Connaught Place
Central, Hong Kong

Ref.: PI/LKC/516202050/ky
Doc. 2050 RTA use ETA (revised on 12.5.2023)
(inclusive of rates and management fee)

Fortuna Court
Revised May 2025



AN AGREEMENT made the 28th day of July 2025

BETWEEN NAN FUNG DEVELOPMENT LIMITED (南豐發展有限公司) whose registered office is situate at 17th Floor, AIRSIDE, 2 Concorde Road, Kai Tak, Hong Kong (hereinafter called "the Landlord" which expression shall include its successors and assigns) of the one part; and [redacted] [Holder of Deutsch Passport No. [redacted] care of [redacted]] (hereinafter called "the Tenant") of the other part (collectively the "Parties" and individually a "Party").

WHEREBY IT IS AGREED as follows:-

1. The Landlord shall let and the Tenant shall take ALL THOSE premises set out in the First Schedule hereto (hereinafter called "the said premises") forming part of the development erected on SUBSECTION 2 OF SECTION A OF RURAL BUILDING LOT NO.403 AND THE EXTENSIONS THERETO known as FORTUNA COURT, No.25 Repulse Bay Road, Hong Kong (hereinafter called "the said building") and the fixtures fittings and furnitures provided by the Landlord at the said premises as specified in the Third Schedule hereto (hereinafter called "the said Furniture") AND TOGETHER with the use in common with the Landlord the co-owners of the said building their tenants work-people and persons authorised by them of the entrance lifts (if any) passages and staircases leading to the said premises in so far as the same is necessary for the proper use and enjoyment of the said premises for the term of two (2) years commencing on the 1st day of August 2025 and expiring on the 31st day of July 2027 (both days inclusive) (hereinafter called "the said term") and determinable as hereinafter mentioned at the monthly rent of [redacted] Hong Kong Currency inclusive of rates, Government rent and management charges but exclusive of all other outgoings of a recurring or non-capital nature payable to or as directed by the Landlord in advance on the 1st day of each and every month without deduction, counterclaim, set-off and the first of payments to be made on execution of this Agreement and where necessary, the first and last payments shall be apportioned according to the number of days of the said term remaining in the month in respect of which such payment is due.
2. The Tenant to the intent that the obligations shall continue throughout the said term hereby agrees with the Landlord as follows:-
 - (a) To pay punctually during the said term:-
 - (i) the said rent clear of any deductions, counterclaim, set-off and at the times and

in the manner herein set forth;

- (ii) all charges for electricity water gas telephone and telephone rental (if any) telecommunications and other utilities and outgoings now or at any time hereafter consumed or incurred by the Tenant and chargeable in respect of the said premises; and
 - (iii) all existing and future taxes assessments duties charges impositions and outgoings imposed or charged by the Government or other lawful authority in respect of the said premises whether charged to the Tenant or raised upon the Landlord (except only the Government rent, rates, property tax and expenses of a capital and non-recurring nature) and promptly provide the Landlord with evidence of due payment thereof.
- (b) In the event of any of the drains pipes or sanitary or plumbing apparatus becoming choked or stopped up owing to careless or improper use or neglect by the Tenant its servants agents or licensees (including visitors) to pay the cost incurred by the Landlord in cleansing and clearing the said drains from obstruction.
- (c) To replace and/or reimburse to the Landlord on demand the cost of replacing all broken or damaged windows and glass of or in the said premises and the said Furniture whether or not the same be broken or damaged by the act or neglect of the Tenant or owing to circumstances beyond the control of the Tenant.
- (d) To keep and maintain at the expense of the Tenant all the interior of the said premises including the flooring and interior plaster or other finishes or rendering to walls, floors, windows and ceilings and the Landlord's fixtures fittings and provisions therein including (without limitation) all doors, windows, skylights locks hinges bolts, windows frames, electrical, water plumbing and gas installations and other installations and wirings, piping, light fittings, fire alarm system and sanitary apparatus and fittings therein and all painting and decoration thereof and the said Furniture in good, clean, tenantable repair and condition and properly preserved and painted (fair wear and tear excepted) and to deliver up the same to the Landlord at the expiration or sooner determination of the term in condition aforesaid.
- (e) To repair or replace any electrical and/or gas wiring, piping, installations, telephone lines, wirings and fittings in the said premises if the same become dangerous or unsafe or out of order or if so required by the relevant utility company due to the negligence or misuse or default of the Tenant and in so doing the Tenant shall only use a contractor approved by the Landlord in writing for the purpose. The Tenant shall permit the Landlord or its agents at all reasonable times upon prior notice to test the electrical and/or gas wiring, piping, installations, telephone lines, wirings and fittings in the said premises at any time upon request being made. The Tenant hereby agrees

to keep the Landlord fully indemnified against any loss claim damages costs or proceedings resulting from or attributable to any malfunction or disrepair of the electrical and/or gas wiring, piping, installations, telephone lines, wirings and fittings in or belonging to the said premises due to the negligence or misuse or default of the Tenant.

- (f) To be wholly responsible and to pay the Landlord for all damages loss or injury caused to any person whomsoever or to any property whatsoever directly or indirectly through or resulting from the defective or damaged condition or operation of any part of the interior of the said premises or any part of the fire fighting equipment or apparatus or the said Furniture or any furniture or fixtures or fittings or furnishings or plumbing, electrical or other installations or telephone lines or wiring or piping therein for the repair of which the Tenant is responsible hereunder or through or in any way caused by or owing to the spread of fire or smoke or fumes or the leakage or overflow of water of whatsoever origin including storm or rain water from the said premises or any part thereof or any negligence or other acts or omissions of the Tenant or its contractors servants agents and licensees (including any person present in using or visiting the said premises with the consent of the Tenant expressed or implied) to the said premises or the said building or the Landlord's adjacent premises and to fully indemnify the Landlord against all actions, proceedings, claims and demands made upon the Landlord in respect of any such loss, damages or injury and all costs and expenses incidental thereto.
- (g) To permit the Landlord or his agent and the manager of the said building with or without workmen and appliances at all reasonable times upon prior appointment (save in cases of emergency) to enter the said premises and examine the state and condition thereof to take inventories of the fixtures fittings the said Furniture therein and to carry out any work or repair which, at the Landlord's discretion, requires to be done (such requirement may be related to the said premises or any other premises or any part of the said building) and upon the request of the Landlord to relocate the said Furniture or property in the said premises to enable the said work or repair to be carried out. It is hereby agreed between the Landlord and the Tenant that the Tenant shall not be entitled to any reduction or suspension in rent or compensation of any kind (monetary or otherwise) or early termination of the tenancy in respect of the exercise by the Landlord of any of the rights mentioned above.
- (h) If any defects or want of work or repair for which the Tenant is responsible shall be found and if the Landlord shall give or leave a notice in writing at the said premises requiring the Tenant to effect the same the Tenant shall within ten days after the service of such notice proceed diligently with the execution of such work or repairs. Failure to do so by the Tenant shall entitle the Landlord or his servants or agents to

enter upon the said premises upon prior appointment and forcibly if need be and execute such work or repairs at the sole expense of the Tenant and the cost thereof (the amount thereof in case of difference to be determined by the Landlord) shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

- (i) To use and occupy the said premises for residential purpose only by the Tenant and his family members and domestic servant(s) and to use the car parking space as set out in the First Schedule hereto for parking private motor vehicle only.
- (j) Not to do or permit or suffer to be done anything whatsoever whereby the policy or policies of insurance on the said premises or other parts of the said building against loss or damage by fire explosion storm or tempest and/or other insurable perils and/or claims by or liabilities to third parties for the time being in force may become void or voidable or whereby the rate of premium thereon may be increased PROVIDED THAT if as the result of any act deed matter or thing done permitted or suffered by the Tenant the premium on any such policy or policies of insurance shall be increased the Landlord shall be entitled without prejudice to any other remedy hereunder to recover from the Tenant the amount of any such increase.
- (k) Not to make any alterations to or put up any partition or other erections on any part of the said premises without the consent in writing of the Landlord and only in accordance with such plans and specifications as shall have been first submitted to and approved in writing by the Landlord. If any such consent shall be granted by the Landlord it shall be in any event be subject to the condition that the Tenant shall not cause any damage to the said premises or any part thereof in addition to such other conditions as the Landlord shall think fit to impose and to the further condition that any such work of the Tenant shall be carried out in good and proper workmanlike fashion.
- (l) Not to cut maim or injure drill into, mark or deface or permit or suffer to be cut maimed or injured drilled into marked or defaced any doors, windows window frames walls beams structural members or any part of the said premises or the said Furniture nor any of the plumbing or sanitary apparatus or installations including therein.
- (m) Not to assign underlet or otherwise part with the possession of the said premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction in any way whether by way of sub-letting lending sharing or other means whereby any person or persons not a party to this Agreement obtains the use possession occupation or enjoyment of the said premises or any part thereof irrespective of whether any rental or other consideration is given therefor and not to assign transfer or charge this Agreement or the benefit thereof and in the event of any

such transfer sub-letting sharing assignment or parting with the possession of the said premises (whether for monetary consideration or not) this Agreement shall at the option of the Landlord absolutely determine and the Tenant shall forthwith vacate the said premises and the said Furniture on notice to that effect from the Landlord. The tenancy hereby created shall be personal to the Tenant named in this Agreement and without in any way limiting the generality of the foregoing the following acts and events shall unless approved in writing by the Landlord be deemed to be breaches of this Clause:

- (i) in the case of a tenant who is an individual (including a sole surviving partner of a partnership tenant) the death insanity or other disability of that individual to the intent that no right to use possess occupy or enjoy the said premises or any part thereof shall vest in the executors administrators personal representatives next of kin trustee or committee of any such individual;
 - (ii) in the case of a tenant which is a corporation any take-over reconstruction amalgamation merger voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof;
 - (iii) in the case of a tenant which is a partnership the changing of half or more of the existing partners or the increasing in the number of the existing partners by half or more during the term hereby granted whether any such change or increase occurs on the death or retirement of an existing partner or otherwise;
 - (iv) the giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use possess occupy or enjoy the said premises or any part hereof or does in fact use possess occupy or enjoy the same;
 - (v) the change of the Tenant's business name.
- (n) Not to do or permit to be done in or upon the said premises or any part thereof anything which may be or become a nuisance annoyance damage or disturbance to the Landlord or the tenants or occupiers of other part or parts of the said building or of other property in the neighbourhood or in anywise against any law by-law or regulations of Hong Kong.
 - (o) To be responsible for the proper removal of garbage and refuse from the said premises and not to put or place any dust bins garbage-cans furniture chattels packing case boxes goods or any other things in the staircases landings lifts or other common passages or spaces in the said building.
 - (p) Not to damage injure or deface any part of the said premises or any part of the common areas stairs lifts and escalators in the said building including any trees plants or shrubs therein or thereabout and to fully indemnify the Landlord for any such damage.

- (q) Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which shall amount to a breach or non-observance of the terms and conditions provisions and covenants contained in any Government Lease or Extension of Government Lease or Conditions of Renewal or Conditions of Sale or Conditions of Exchange or Conditions of Grant or Conditions of Extension or Conditions or Regrant (as the case may be) under which the said premises are held from the Government (hereinafter called "the Government Lease") and to fully indemnify the Landlord against any such breach or non-observance.
- (r) To obey observe and comply with and perform all the provisions terms covenants or conditions contained in the Deed of Mutual Covenant and such house rules and/or any other rules as may from time to time be made in accordance with the provisions of the Deed of Mutual Covenant and not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which shall amount to a breach of any of the provisions terms covenants or conditions contained in the Deed of Mutual Covenant and such house rules and/or any other rules as aforesaid. The Tenant shall fully indemnify the Landlord against any such breach or non-observance by the Tenant or any contractor, servant, employee, visitor, agent or licensee of the Tenant.
- (s) To observe, obey and comply with and to fully indemnify the Landlord against the breach of any and all ordinances regulations by-laws rules and requirements of any governmental or other competent authority relating to the conditions and use and occupation of the said premises or any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or any employee agent servant visitor occupier or licensee of the Tenant and to notify the Landlord forthwith in writing of any notice received from any statutory or public authority concerning or in respect of the said premises or any services supplied thereto or of a possible breach of this Clause.
- (t) To be wholly responsible for and to fully indemnify the Landlord against any loss or damage to property within the said premises including without limitation the said Furniture and all other furniture fixtures fittings goods chattels contents and stock (fair wear and tear excepted) and to effect with a reputable insurance company adequate insurance cover for the same in their full replacement value against all risks including without limitation those risks perils or circumstances for which the Landlord's liability is expressly or impliedly excluded under this Agreement. The Tenant agrees to procure and make available to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium therefor and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting.

- (u) Not to park in obstruct or otherwise use or permit any employee agent or licensee servant or visitor of the Tenant to park in obstruct or otherwise use any of those areas of the said building allocated to the parking or movement of or access for vehicles or designated as private parking spaces otherwise than in accordance with the regulations from time to time made by the Landlord or the manager of the said building or the provisions of the Deed of Mutual Covenant or the Car Park Rules (if any) of the said building.
- (v) Not to keep store or cause permit or suffer to be kept or stored any arms ammunition unlawful goods gun powder saltpetre kerosene or other explosive or combustible substances on or in any part of the said premises or do or cause to be done or suffer or permit any act deed matter or thing whatsoever in contravention of any of the terms or conditions under which the said premises are held from the Government and to fully indemnify the Landlord against all actions costs claims and demands in respect of any breach or non-observance of this Clause.
- (w) Not to use the said premises or any part thereof for any illegal or immoral purposes.
- (x) Not to affix or display or permit or suffer to be affixed or displayed within or outside the said premises any signboard, sign decoration or other device whether illuminated or not which may be visible from outside the said premises and the Landlord and/or the manager of the said building and their agents shall have the right to remove the same at the expense of the Tenant.
- (y) Not to use or permit to be used any balconies or verandahs or roof or open space in the said premises for the purposes of washing, drying or airing clothes, or storing articles of goods of any description and not to erect or permit to be erected any wires or lines thereon for the purposes of clothes drying.
- (z) To take all reasonable precautions to protect the interior of the said premises against damage by storm or typhoon or the like and in particular to ensure that all exterior doors and windows are securely fastened upon the threat of such adverse weather conditions.
- (aa) Not to keep or permit or suffer to be kept in the said premises any dog, cat or other animal or bird or pet or livestock of any description if the keeping thereof is objected to by the Landlord or the Manager of the said building or which may be or become a nuisance or cause damage injury or annoyance to the tenants or occupiers of the said building or neighboring premises or has been the cause of reasonable complaint by any owner or occupier of the said building.

- (bb) Not to use or cause or permit or suffer the use of any of the corridors, staircases, driveways and other common parts of the said building for the purpose of drying or hanging laundry or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.
- (cc) Not to cause or permit or suffer to be erected affixed installed or attached in or on the door or entrance of the said premises any metal grille or shutter or gate.
- (dd) To keep the open space forming part of the said premises in good, clean, tenantable condition and not to do or permit to be done in or upon the open space or any part thereof anything which may cause unpleasant odour or may adversely affect the appearance of the said building or may be or become a nuisance annoyance or disturbance to the Landlord or the tenants or occupiers of other part or parts of the said building.
- (ee) To use in common with the co-owners of the said building and all others having the like right the swimming pool on the ground floor of the said building in accordance with such rules, regulations, requirements and directions as may from time to time be laid down by the Landlord or manager of the said building and upon payment of all prescribed fees (if any).
- (ff) To allow the Landlord, its agents and the Landlord's prospective tenants, licensees, occupiers or guests to enter and inspect the said premises at all reasonable times upon prior appointment during the said term, and to allow the Landlord to affix and maintain without any interference upon any part or parts of the said premises a notice or notices indicating that the said premises are to be licensed or let or sold and such other information in connection therewith as the Landlord shall reasonably require.
- (gg) At the expiration or sooner determination of this Agreement to deliver up to the Landlord the said premises and the said Furniture fittings and additions therein in such good clean and tenantable repair and condition as aforesaid (fair wear and tear excepted) and subject to the provisions of Clause 4(k) hereof together with any additional erections alterations or improvements which the Tenant may with the consent of the Landlord as aforesaid have made upon or in the said premises without payment of any compensation for such additional erections alterations or improvements.
- (hh) The Landlord shall have the right from time to time by notice in writing to the Tenant to make introduce and amend adopt or abolish such regulations (which shall be

supplementary to the terms and conditions of this Agreement) as it may consider necessary for the proper operation of the said building as a first class residential building and the Tenant covenants and agrees to observe and perform all such regulations. The Tenant further agrees to obey and comply with such regulations (which shall be supplementary to the terms and conditions of this Agreement) as may from time to time be made in accordance with the provisions of the Deed of Mutual Covenant.

- (ii) The Landlord shall have the right to name and re-name or give consent to the other party to name or re-name the said building with any such name or style as in its sole discretion it may determine and at any time and from time to time to alter substitute or abandon any such name and without compensation to the Tenant.

- (jj) Not to erect or construct any illegal structure or unauthorized alterations to, within or outside the said premises.

3. The Landlord agrees with the Tenant as follows:-

- (a) That the Tenant duly paying the rent hereby reserved and other charges hereby agreed to be paid on the days and in the manner herein provided for payment of the same and performing and observing the agreements, stipulations terms and conditions hereinbefore contained to be performed and observed by the Tenant may peaceably hold and enjoy the said premises during the said term without any interruption by the Landlord or any person lawfully claiming through or under or in trust for the Landlord save and except during such times as provided under clauses 2(e), 2(g) and 5.
- (b) To pay the Government rent, rates, management fee, Property Tax and expenses of a capital or non-recurring nature which are now or may hereafter during the said term be imposed upon the said premises.
- (c) To maintain and keep or cause to be maintained and kept the main structure of the said premises and every part of such main structure in proper and tenantable repair and condition PROVIDED THAT the Landlord's liability hereunder shall not be deemed to have arisen unless and until written notice of any reasonable want of repair of the same shall have been previously given by the Tenant to the Landlord and the Landlord shall have without just cause failed to take step or repair the same after the lapse of a reasonable time and PROVIDED THAT the Landlord shall not be required to repaint or whitewash any external part of the said premises.

4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED as follows:-

- (a) To secure the due performance and observance of the terms and conditions herein contained and on the part of the Tenant to be performed and observed the Tenant shall

on the signing of this Agreement pay to the Landlord by way of deposit the sums as set out in the Second Schedule hereto ("the said deposit"). At the expiration of this Agreement or sooner determination thereof, PROVIDED THAT all the terms and conditions herein contained and on the part of the Tenant to be performed and observed shall have been duly performed and observed by the Tenant and the Tenant shall have delivered vacant possession of the said premises and the said Furniture to the Landlord in a condition satisfactory to the Landlord, then the Landlord shall within 30 days thereafter or within 30 days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any unpaid amount hereunder and any breach, non-observance or non-performance of any of the agreements, stipulations, terms and conditions herein contained and on the part of the Tenant to be observed and performed whichever shall be the later, return to the Tenant the said deposit but without interest and subject as herein mentioned.

- (b) If and whenever the rent hereby reserved or any part thereof shall be in arrears for fifteen days (whether the same shall have been formally demanded or not) or if and whenever there shall be a breach or non-observance or non-performance of any of the agreements, stipulations terms or conditions herein contained to be performed and observed by the Tenant or if the Tenant shall become bankrupt or enter into any composition with Tenant's creditor or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant for the time being is a company and shall enter into liquidation whether compulsory or voluntary or have a receiver appointed of its undertaking or any part thereof then and in any of the said case it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach or non-observance or non-performance of the Tenant's agreements, stipulations terms or conditions herein contained AND the said deposit so paid as aforesaid shall be forfeited to the Landlord (as and for liquidated damages and not as penalty) but without prejudice to the right of action of the Landlord in respect of any outstanding breach or non-observance or non-performance of any of the said agreements, stipulations terms and conditions herein contained and on the Tenant's part to be observed and performed and right to claim any further damages which the Landlord has sustained or may sustain. A written notice served by the Landlord on the Tenant in the manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry hereinbefore contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord notwithstanding any statutory or common law provision to the contrary. Notwithstanding the foregoing the Landlord may in the event of any breach or default hereunder at its option elect not to terminate this Agreement but to deduct from the said deposit the amount of any monetary loss incurred by the Landlord in

consequence of such breach or default by the Tenant in which event the Tenant shall forthwith on demand made by the Landlord deposit with the Landlord the amount so deducted.

- (c) Without prejudice to any other remedy hereunder the Landlord shall be entitled to demand from the Tenant the payment of interest on any sums payable hereunder which are in arrears for fifteen days at the rate of 1.25% per month calculated from the date on which the same should have been paid to the date of actual receipt of payment thereof.
- (d) The Landlord shall be entitled to treat non-payment of any amount payable by the Tenant in accordance with the provisions of this Agreement in all respect as non-payment of rent under this Agreement.
- (e) Acceptance of rent and/or interest and/or other charges by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the Tenant of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed.
- (f) No condoning excusing giving of time or overlooking by the Landlord of any breach default non-observance or non-performance by the Tenant at any time or times of any of the agreements, stipulations, terms or conditions hereunder shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent breach default non-observance or non-performance so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent breach or default and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and shall in no way be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.
- (g) In the event of the said premises or any part thereof at any time during the said term being damaged or destroyed by fire or any other cause (not attributable to the act or default of the Tenant) so as to be unfit for habitation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the said premises shall again be rendered fit for habitation and use Provided Always that the Landlord shall not be required or under any obligation to reinstate the said premises if by reason of the condition of the said

premises or any local regulations or other circumstances beyond the control of the Landlord the Landlord is of the opinion that it is not reasonably economical or practicable so to do and in such event the Landlord shall be entitled to determine this Agreement by giving to the Tenant 30-days' notice of determination and at the expiration of the said notice this Agreement shall be absolutely determined but such determination shall not prejudice the Landlord's right to recover from the Tenant any rent payable and damages in respect of any outstanding breaches of this Agreement. Provided Further that if the whole or substantially the whole of the said premises shall have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated within six months of the occurrence of the destruction or damage then either party shall be entitled at any time thereafter to terminate this Agreement by notice in writing to the other but such termination shall not prejudice the rights and remedies of either party in respect of any antecedent breach on the part of the other party.

- (h) For the purpose of this Agreement any act default neglect or omission of the contractor agent servant licensee family member, guest or visitor of the Tenant shall be deemed to be the act default neglect or omission of the Tenant.
- (i) If and whenever there shall be any breach or default by the Tenant of any of the terms conditions covenants provisions or stipulations hereunder and the Landlord shall incur any costs or expenses by reason thereof (whether such costs or expenses be incurred for recovery from the Tenant of rental in arrears or other money unpaid or for preparation and service of any notice of default or for any other act or action done or taken in contemplation of proceedings or otherwise) the Landlord shall be entitled in addition to any other right or remedy hereunder to recover from the Tenant all such costs and expenses including but not limited to all solicitors' and/or Counsel's fees (on a solicitor and own client basis) and court fees together with such sum or sums as shall be determined by the Landlord as being collection charges for the additional work incurred by the Landlord and its staff and/or the manager of the said building (as the case may be) in recovering the said arrears and/or unpaid sums or any part thereof. Any sum(s) so incurred under this Clause shall be forthwith recoverable from the Tenant as a debt.
- (j) The Landlord shall not be in anyway liable to the Tenant or to any person or persons claiming any right title or interest under the Tenant for any loss of life or loss, damage or injury which may be sustained by the Tenant or by any such person or persons as aforesaid or any property on account of the defective or damaged condition of the said building or the said premises or any fixtures machinery or facilities therein or any part thereof or any failure explosion malfunction or suspension of the electricity gas water or other utility supply or any other services provided to the said building or

the said premises and in particular the Landlord shall not be responsible to the Tenant or any person or persons as aforesaid for any loss of life or loss, damage or injury whatsoever caused by or through or in any way owing to any typhoon landslide subsidence of the ground or to escape of fumes smoke fire overflow and/or leakage of water from anywhere or influx of rain water into the said building and/or the said premises or electric current from electric wiring or cable situated upon or in any way connected with the said building or the said premises or any part thereof or from anywhere else or dropping of cigarette ends, broken pieces of glass or other articles or the escape of water, fire or electricity and vibrations and noise from anywhere within the said building or from the neighbourhood or in the said premises or from anywhere else however caused or the activity of termites, cockroaches, mice, rats or other pests or vermin in the said building or the said premises or the act neglect default or omission of the tenants and occupiers or for the security or safekeeping of the said building or the said premises or any contents therein nor shall the rent or any other payments or charges payable by the Tenant under this Agreement or any part thereof abate or cease to be payable on account of any of the aforescribed matters and the Tenant hereby agrees to fully indemnify the Landlord against all claims demands actions costs expenses whatsoever made upon the Landlord by any person or persons in respect of any of the matters aforesaid and further the Tenant shall be responsible for damage which may be done to any part of the said premises or the said Furniture or to the Landlord's fixtures and fittings (fair wear and tear excepted). And for the better observance of this clause the Tenant agrees to effect insurance cover in respect of such risks with a reputable insurance company to the satisfaction of the Landlord at the Tenant's sole expense. The policy of such insurance shall be endorsed to show the Landlord as registered owner of the said premises and shall be in an adequate amount or such amount as the Landlord may see fit to stipulate and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior written consent of the Landlord, and the Tenant shall produce and make available to the Landlord as and when so required by the Landlord the policy of such insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting.

- (k) The Tenant hereby expressly declares that at the expiration or sooner determination of this Agreement the Tenant will promptly and punctually quit and deliver up possession of the said premises and the said Furniture together with all fixtures fittings and additions therein and thereto to the Landlord in good clean and tenantable repair and condition (fair wear and tear excepted) to the entire satisfaction of the Landlord PROVIDED THAT all personal property fixtures and fittings and additions therein and thereto of the Tenant of a nonstructural nature shall if so required by the

Landlord be removed by and at the expense of the Tenant at the expiration or sooner determination of this Agreement and in such event the Tenant shall make good all damage caused by such removal AND thereupon to surrender to the Landlord all keys giving access to all parts of the said premises held by the Tenant and to permit the Landlord to remove at the Tenant's expense all personal property and chattels left behind in the said premises and to dispose of the same as the Landlord may think fit without any notice to the Tenant and without incurring any liability to the Tenant therefor and to fully indemnify the Landlord for all costs of restoring the said premises or the said building to their original conditions after such removal to the full satisfaction of the Landlord.

- (l) If at any time during the continuance of this tenancy the competent authorities shall condemn the said building or any part thereof as a dangerous structure and it shall be pulled down or shall make a demolition order which shall become operative in respect of the said building or the said premises or any part thereof or a closing order in respect of the said building or the said premises or any part thereof under their powers the tenancy hereby created shall cease as from the commencement of the pulling down of the said building or the said premises or any part thereof or from the time when such demolition or closing order shall become operative or such other time as may be agreed between the Landlord and the Tenant in which event the said deposit or such much thereof as shall remain after deducting therefrom all amounts if any due from the Tenant under this Agreement shall be refunded to the Tenant by the Landlord without interest, but such cessation shall not prejudice the Landlord's right to recover from the Tenant any existing arrears of rent and damages in respect of any existing breaches of this Agreement.
- (m) In the event of the Government deciding that resumption of the said building or the said premises or any part thereof is required under the Lands Resumption Ordinance during the continuance of the term hereby created this Agreement shall thereupon terminate and neither party shall have any claim against the other but such termination shall not prejudice the Landlord's right to recover from the Tenant any existing arrears of rent and damages in respect of any existing breaches of this Agreement and the Tenant shall surrender the said premises within such time as is required by the notice served under the said Lands Resumption Ordinance. The said deposit or so much thereof as shall remain after deducting therefrom all amounts if any due from the Tenant under this Agreement shall thereupon be refunded to the Tenant without interest.
- (n) The Tenant hereby expressly declares that it has paid no premium construction fee key money or other sum of money of a similar nature to the Landlord or other person or persons authorized by the Landlord for the possession of the said premises or for

the granting of this Agreement.

- (o) In the event that the Landlord shall sell the said premises during the said term hereby granted, the Tenant hereby expressly agrees consents and authorizes the Landlord to transfer the said deposit paid hereunder to the new owner thereof, subject to the Landlord seeking an undertaking from the said new owner that the said new owner shall be responsible for the return of the said deposit to the Tenant subject to such right of forfeiture and deduction as herein provided.
- (p) For the purpose of Part III of the Landlord and Tenant (Consolidation) Ordinance (Chapter 7) and of this Agreement, the rent payable in respect of the said premises shall be and be deemed to be in arrears if not paid in advance at the times and in manner herein provided for payment thereof.
- (q) Any notice under this Agreement shall be in writing. Any notice to the Tenant shall be sufficiently served if addressed to the Tenant and sent by prepaid post to or left at the said premises or any part thereof or at its last known address or registered office in Hong Kong and any notice to the Landlord shall be sufficiently served if addressed to the Landlord and sent by prepaid post to or left at his last known address or registered office in Hong Kong. A notice sent by prepaid post shall be deemed to have been received by the addressee on the expiry of 48 hours after posting and a notice left at the last known address or registered office shall be deemed to have been received by the addressee on the next working day.
- (r) Each party shall pay its own legal costs and disbursements of and incidental to the preparation and completion of this Agreement.
- (s) The stamp duty and registration fee (if any) payable on this Agreement and its counterpart shall be borne by both parties in equal shares.
- 5. (a) The Tenant acknowledges that the Landlord is the registered owner of certain other premises of the said building and that the Landlord may upon the request by the manager of the said building or the tenant(s) of such other units or at its own discretion from time to time carry out during the said term of this Agreement repair and renovation works to any of such premises and/or the said premises or any part of the said building including but not limited to the external structural parts thereof, the electrical, telecommunications and broadcasting, water, plumbing, gas and other installations, elevating and other mechanical devices, the wiring, piping, cable and other facilities devices and systems whether or not such installations, devices, facilities and systems are related to the common areas or facilities of the said building or exclusively to one or more

of the premises in the said building (collectively referred to as "Building Elements And Facilities").

- (b) The Tenant hereby consents that the Landlord shall have the right to carry out the said repair and renovation works whether within the said premises or not and notwithstanding anything to the contrary contained in this Agreement the Tenant hereby waives its right to request early termination of the tenancy and/or to claim against the Landlord for any loss or damage, abatement or suspension of rent or compensation whatsoever arising from or in connection with or caused by the carrying out of the said repair and renovation works by the Landlord (whether within the said premises or not) whether on the ground of loss of quiet enjoyment or derogation of grant or on any grounds stated in any clauses relating to abatement or suspension of rent in this Agreement or on any other grounds except where the loss or damage suffered by the Tenant is caused by the gross negligence of the Landlord, its workmen, servants, contractors or agents in carrying out the said renovation works and the repair works.
6. Notwithstanding the said term hereunder granted, if the Landlord shall at any time during the continuance of the term hereunder granted enter into a contract for the sale of the said premises or if the Landlord shall be desirous of redeveloping the said building including the said premises, the Landlord shall be entitled to determine this Agreement by serving on the Tenant not less than six months prior notice in writing whereupon this Agreement shall be determined as from the expiration of the said notice and the Tenant shall forthwith deliver up vacant possession of the said premises and the said Furniture to the Landlord in accordance with Clause 4(k) of this Agreement and shall not claim against the Landlord for any costs, charges, compensation or damages suffered by the Tenant or its agents or servants or otherwise as a result of such early determination PROVIDED THAT nothing herein shall prejudice the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreement stipulations terms and conditions herein contained or of the Landlord in respect of the rent payable hereunder or of the Tenant in respect of the refund of the said deposit in accordance with the terms of this Agreement prior to the determination of this Agreement.
7. The Tenant shall waive and shall not avail itself of any protection against ejection or otherwise which is or may be afforded by any Ordinance for the protection of tenants insofar as such protection now or at any time may be lawfully availed.
8. Notwithstanding any provisions contained herein to the contrary, it is hereby expressly agreed and declared between the parties hereto that the Landlord and the Tenant shall be bound by the special conditions contained in the Fourth Schedule

hereto.

9. All stipulations as to time contained in this Agreement shall be of the essence of the Agreement and shall not be capable of enlargement save as agreed in writing by the parties.
10. The said premises are within the meaning of Part IV of the Landlord and Tenant (Consolidation) Ordinance for the reason that the tenancy is created on or after the 10th day of June 1983.
11. Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement. This does not affect any right or remedy of such third party which exists or is available apart from that Ordinance.
12. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of Hong Kong and the parties hereto shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.
14. This Agreement sets out the entire agreement reached between the parties and no other representations have been made or warranties given relating to the Landlord or the Tenant or the said building or the said premises or if any warranty or representation has been made the same is hereby waived.
15. In this Agreement, the reference to "Hong Kong" shall mean "the Hong Kong Special Administrative Region" and "the Government" shall mean "the Government of the Hong Kong Special Administrative Region".

IT IS HEREBY DECLARED that for the purpose of interpretation of this Agreement if the context permits or requires the singular number shall include the plural number and the masculine gender shall include the feminine gender and the neuter gender and vice versa.

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

THE FIRST SCHEDULE ABOVE REFERRED TO
THE SAID PREMISES

ALL THOSE UNIT B on the THIRD FLOOR and ONE CARPARKING SPACE [such carparking space number to be designated by the Landlord] on the GROUND FLOOR of the said building.

THE SECOND SCHEDULE ABOVE REFERRED TO
THE SAID DEPOSIT

The said deposit shall be DOLLARS [REDACTED] ONLY [REDACTED] HONG KONG CURRENCY which is equivalent to three (3) months' rent.

THE THIRD SCHEDULE ABOVE REFERRED TO
THE SAID FURNITURE

1. One (1) wok burner;
2. One (1) double burner;
3. One (1) induction hob;
4. One (1) dish washer;
5. One (1) electric oven;
6. One (1) cooker hood;
7. One (1) refrigerator;
8. One (1) wine cellar;
9. One (1) washer;
10. One (1) dryer;
11. One (1) door phone;
12. Two (2) thermo ventilators;
13. Air-conditioning units;
14. Exhaust fans;
15. Water heaters; and
16. Wardrobes.

THE FOURTH SCHEDULE ABOVE REFERRED TO
THE SPECIAL CONDITIONS

1. Break Clause
Notwithstanding the said term hereby created, the Tenant shall be entitled at any time

after the expiration of the first twelve (12) months of the said term hereby created to determine this Agreement by serving on the Landlord not less than three (3) months' prior notice in writing or by payment of a sum equivalent to three (3) months' rent in lieu of notice to the Landlord PROVIDED THAT such notice shall not be served on the Landlord or such payment in lieu shall not be given to the Landlord during the first twelve (12) months of the said term hereby created. On the expiration of such notice or on the Tenant's payment in lieu as aforesaid and upon the delivery of vacant possession of the said premises and the said Furniture in accordance with this Agreement to the Landlord, this Agreement shall be determined but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreements stipulations terms and conditions herein contained or of the Landlord in respect of the rent payable hereunder or of the Tenant in respect of the refund of the said deposit in accordance with the terms of this Agreement prior to the determination of this Agreement.

2. The parties hereto acknowledge that this Agreement is a renewal of the tenancy agreement dated 7th August 2023 in respect of the said premises made between the parties hereto (herein called "the Previous Tenancy Agreement"). The deposit paid by the Tenant to the Landlord under the Previous Tenancy Agreement is in the sum of [REDACTED]. The Tenant hereby agrees and confirms that the deposit in the sum of [REDACTED] paid by the Tenant to the Landlord under the Previous Tenancy Agreement ("the Previous Deposit") shall be transferred by the Landlord and applied for part payment of the deposit money payable by the Tenant hereunder upon the commencement of the said term. SUBJECT TO the Landlord's right to deduct from the Previous Deposit in settlement of the amount of any outstanding payment unpaid and due to the Landlord or of any monetary loss and damages sustained incurred by the Landlord in consequence of any breach, non-observance or non-performance of any terms, conditions or covenants contained in the Previous Tenancy Agreement by the Tenant and in which event the Tenant shall forthwith deposit with the Landlord the amount so deducted on or before the commencement date of this Agreement and, if the Tenant shall fail so to do, the Landlord shall forthwith be entitled to re-enter the said premises and to determine this Agreement in which event all the deposit paid hereunder shall be absolutely forfeited to the Landlord but without prejudice to the Landlord's right to claim against the Tenant for any further loss and damages sustained by the Landlord in consequence of such early termination by reason of the Tenant's default as aforesaid. The balance of deposit payable hereunder in the sum of [REDACTED] shall be paid by the Tenant to the Landlord upon signing of this Agreement.
3. This is a renewal of the Previous Tenancy Agreement and the said premises with the said Furniture are deemed to have been handed over to the Tenant in an "as is"

condition upon the commencement of the said term.

4. This Agreement is subject to the compliance by the Tenant of all the terms and conditions contained in the Previous Tenancy Agreement. In the event the Tenant shall have committed any breach of the terms and conditions of the Previous Tenancy Agreement before the commencement of the Term and fails to rectify such breach after receiving the Landlord seven (7) days' written notice or upon the happening of any events which would have entitled the Landlord to forfeit the Previous Tenancy Agreement, then the Landlord shall have the right to forfeit this tenancy and all the deposit paid hereunder without prejudice to the Landlord's right to claim any further damages which the Landlord shall have sustained or may sustain.

SIGNED by)
Leung Wei Ping Ronald)
for and on behalf of the Landlord whose)
signature(s) is/are verified by:-)

CHEUNG LAI KAI EDWINA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

For and on behalf of
南豐發展有限公司
NAN FUNG DEVELOPMENT LIMITED

Authorized Signature(s)

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

Holder of [REDACTED] Passport
No. [REDACTED]

Witnessed by:
(Please sign)

Name of Witness:
(Please fill in block letter)

ONG SU KHENG

RECEIVED on the day and year first)
above written of and from the Tenant the)
sum of [REDACTED] which the)
sum of [REDACTED] subject to such)
deduction made by the Landlord in)
accordance with Clause 2 of the Fourth)
Schedule hereto) shall be transferred)
from the deposit paid under the Previous)
Tenancy Agreement upon the)
commencement of the said term hereby)
granted) being the total deposit)
hereinbefore mentioned to be paid by the)
Tenant to the Landlord.)

For and on behalf of
南豐發展有限公司
NAN FUNG DEVELOPMENT LIMITED

Authorized Signature(s)

Verification of the signature(s) by:-

CHEUNG LAI KAI EDWINA
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

Vendor's Information Form
賣方資料表格

Specified Residential Property : Unit B on 3rd Floor of Fortuna Court, 25 Repulse Bay Road, Hong Kong.
指明住宅物業 : 香港淺水灣道 25 號福慧大廈 3 樓 B 單位

(a)	the amount of the management fee that is payable for the Specified Residential Property : 須就指明住宅物業支付的管理費用的款額 : HK\$13,072. (per month) (inclusive of management fee of the Specified Residential Property and two car parks) 港幣 13,072 元(每月)(包括指明住宅物業及兩個車位的管理費)
(b)	the amount of the Government Rent (if any) that is payable for the Specified Residential Property : 須就指明住宅物業繳付的地稅(如有的話)的款額 : According to the "Government Rent Demand Note" issued by Lands Department, the amount of Government Rent for the period from 26 December 2025 to 24 June 2026 is \$17,988. 根據地政總署發出之「繳納地稅通知書」, 2025 年12月26日至2026年6月24日期間之地稅為\$17,988。
(c)	the name of the owners' incorporation (if any) : 業主立案法團 (如有的話) 的名稱 : The Incorporated Owners of Fortuna Court 福慧大廈業主立案法團
(d)	the name of the manager of the development : 發展項目的管理人的姓名或名稱 : Hon Hing Enterprises Limited 漢興企業有限公司
(e)	any notice received by the vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the development : 賣方自政府或管理處接獲的關乎該項目中的住宅物業的擁有人須分擔的款項的任何通知 : The development is subject to 7 Dangerous Hillside Orders all dated 29 November 2019 respectively registered in the Land Registry by Memorial No. 20030600640011, 20030600640026, 20030600640037, 20030600640046, 20030600640058, 20030600640066 and 20030600640074. The final amount to be contributed by the owners of residential properties in the development in relation to the said orders has not yet been ascertained. 該項目受制於 7 個危險山坡命令其日期為 2019 年 11 月 29 日, 個別於土地註冊處註冊, 註冊編號為 20030600640011、20030600640026、20030600640037、20030600640046、20030600640058、20030600640066 及 20030600640074。該項目中的住宅物業的擁有人須就該等命令分擔的最終款項尚未確定。
(f)	any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development : 賣方自政府接獲的規定賣方拆卸發展項目的任何部份或將發展項目的任何部份恢復原狀的任何通知 : Nil 沒有
(g)	any pending claim affecting the Specified Residential Property that is known to the vendor : 賣方所知的影響指明住宅物業的任何待決的申索 : Nil 沒有

Date of printing 印製日期 : 29-6-2026

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 Preliminary Agreement for Sale and Purchase of the Specified Residential Property.

本人／吾等, 即下述簽署人, 謹此確認在簽署該指明住宅物業之臨時買賣合約之前, 本人／吾等已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Date 日期: _____

Name of Purchaser(s) 買方姓名 : _____

WARNING TO PURCHASERS PLEASE READ CAREFULLY

對買方的警告 買方請小心閱讀

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

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

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

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

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

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

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

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

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

本人／吾等已收到此警告之副本及完全明白此警告之內容。

Dated this day of 2026
日期：2026 年 月 日

Signature of Purchaser 買方簽署

Appendix E
附表 E

有關連人士購入單位聲明
Declaration of Related Party

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. _____
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有關 : 香港淺水灣道 25 號福慧大廈 3 樓 B 單位及地下車位 44 號及 47 號 (「該物業」)
Re : Unit B on 3rd Floor and Car Park Nos.44 and 47 on Ground Floor of Fortuna Court, 25 Repulse Bay 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*：

買方是否南豐發展有限公司 (「賣方」) 的有關連人士？

Are you a related party of Nan Fung Development Limited ("Vendor")?

是 / 否
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」指陳氏集團國際有限公司、陳氏集團控股有限公司、南豐國際控股有限公司、南豐集團控股有限公司；
“holding company of the Vendor” means Chen’s Group International Limited, Chen’s Group Holdings Limited, Nan Fung International Holdings Limited, Nan Fung Group 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.

買家簽署 Signature of the Purchaser(s)

日期 Date：_____

Acknowledgement Letter for Properties Viewing

物業參觀確認函

To the Vendor : Nan Fung Development Limited (“the Vendor”)
致賣方 南豐發展有限公司(「賣方」)
The Property : Unit B on 3rd Floor and Car Park Nos. 44 and 47 on Ground Floor of Fortuna Court (“the
該物業 Development”), 25 Repulse Bay Road, Hong Kong
香港淺水灣道 25 號(「該發展項目」) 福慧大廈 3 樓 B 單位及地下車位 44 號及 47 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 Preliminary Agreement for Sale and Purchase of the Property :

本人／吾等即下述簽署人，在簽署該物業之臨時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 Preliminary Agreement for Sale and Purchase of the Property :
本人／吾等確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人／吾等參觀：

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

且本人／吾等已於下述日期於簽署該物業之臨時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 Preliminary Agreement for Sale and Purchase of the Property.

但經充份考慮後本人／吾等自主選擇決定於簽署該物業之臨時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 Preliminary Agreement for Sale and Purchase of the Property :

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

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

且本人／吾等已於下述日期於簽署該物業之臨時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 Preliminary Agreement for Sale and Purchase of the Property.

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

The comparable residential property : Unit _____ on _____ Floor of the Development

與該物業相若的住宅物業：該發展項目 _____ 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／吾等確認開放該物業予本人／吾等參觀並非合理地切實可行，而開放該物業相若的住宅物業供本人／吾等參觀亦並非合理地切實可行，本人／吾等特此同意賣方無須在該物業售予本人／吾等之前開放與該物業相若的住宅物業供本人／吾等參觀。

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

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。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Appendix G
附表 G

Declaration in Relation to Intermediary 有關介紹人聲明

Property : Unit B on 3rd Floor and Car Park Nos. 44 and 47 on Ground Floor of Fortuna Court, 25 Repulse Bay Road, Hong Kong ("the Property")

物業名稱 : 香港淺水灣道 25 號福慧大廈 3 樓 B 單位及地下車位 44 號及 47 號 (簡稱「該物業」)

The Purchaser(s)

買方

of I.D. / B.R. No. _____

of I.D. / B.R. No. _____

of I.D. / B.R. No. _____

of I.D. / B.R. No. _____

The Intermediary

介紹人

of I.D. / B.R. No. _____

of _____

The Purchaser(s) hereby declare that the Intermediary has introduced the Purchaser(s) to Nan Fung Development Limited ("the Vendor") for the purchase of the Property.

買方謹此聲明經介紹人介紹到南豐發展有限公司(簡稱「賣方」)購買該物業。

The Purchaser(s) and the Intermediary hereby declare the following:

買方及介紹人確認下列聲明：

1. The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor.
賣方只要求介紹人，而介紹人在此亦確認其身份只是於出售該物業一事中介紹買家給賣方，介紹人並非賣方的代理人。
2. The Intermediary did not make any oral or written agreements or representation on behalf of the Vendor and the Vendor shall not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements or representations made by the Intermediary.
介紹人並無代賣方許下任何口頭或書面的協議或陳述，而賣方亦無需就介紹人向買方或其他人士作出的任何協議或陳述負責。
3. The Vendor and its staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser(s) or the Intermediary. If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.)
賣方及其職員並無直接或間接向買方或介紹人收取樓價以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。
4. The Vendor is not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and Formal Agreement for Sale and Purchase.
買方與介紹人之任何輾轉，一概與賣方無關。該物業之買賣交易一切依據臨時買賣合約及正式買賣合約進行。
5. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如上述之英文及中文版本有任何出入，一切以英文版本為準。

Signature of the Purchaser(s)

買方簽署

Signature of the Intermediary

介紹人簽署

Date 日期：

(Estate Agent's Licence No.
地產代理牌照號碼_____)

Date 日期：

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

由 From : 南豐發展有限公司 (「賣方」) 日期 Date : _____
Nan Fung Development Limited ("the Vendor")
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 : 香港淺水灣道 25 號福慧大廈 3 樓 B 單位及地下車位 44 號及 47 號 (「該物業」)
Re : Unit B on 3rd Floor and Car Park Nos. 44 and 47 on Ground Floor of Fortuna Court, 25 Repulse Bay 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 so 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) :
Your personal data will be used for the following purposes (Please select the appropriate):
☐ 賣方處理與 閣下購買福慧大廈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福慧大廈發展項目中的權益; 及
All legal and other necessary administrative matters relating to your purchase of specified residential property(ies) in Fortuna Court handled by the Vendor and protecting its interests in the development of Fortuna Court;
☐ 賣方的物業之宣傳資料及促銷及福慧大廈之推廣及促銷活動。
All promotional materials/information and marketing of the properties under the Vendor and promotional and marketing activities for Fortuna Court.
- 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.
- 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: 香港九龍啟德協調道 2 號 AIRSIDE 17 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 17th Floor, AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong (Marked "Confidential"). Any such request should clearly state details of the personal data in respect of which the request is being made.

本人/吾等, 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.

Purchaser 買方

Name of Purchaser 買方姓名:

Date 日期:

Acknowledgement Letter Regarding Saleable Area

關於實用面積的確認函

To the Vendor : Nan Fung Development Limited ("the Vendor")
致賣方 南豐發展有限公司 (「賣方」)

The Property : Unit B on 3rd Floor on Ground Floor of Fortuna Court ("the Development"), 25 Repulse Bay
該物業 Road, Hong Kong
香港淺水灣道 25 號 (「該發展項目」) 福慧大廈 3 樓 B 單位

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 Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement") of the Property :
本人/吾等即下述簽署人，在簽署該物業之臨時買賣合約 (「臨時合約」) 之前謹此確認以下事項：

1. I/We hereby confirm I/we understand that under Clause 1 of the Preliminary Agreement, the term "saleable area" in the Preliminary Agreement has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) ("the Ordinance"). I/We understand that the sale of the residential properties in the Development by the Vendor is governed by the Ordinance. Thus, the saleable areas and measurements of the Property provided in the Preliminary Agreement are calculated under the principles set out in the said section 8 of the Ordinance.
本人/吾等確認本人/吾等明白根據臨時合約第 1 條，臨時合約內「實用面積」一詞具有《一手住宅物業銷售條例》(第 621 章) (「該條例」) 第 8 條給予該詞的涵義。本人/吾等明白賣方銷售該發展項目內之住宅物業乃受該條例規管。因此，載於臨時合約內該物業之實用面積及量度尺寸乃根據上述該條例第 8 條之原則計算得出。
2. I/We confirm that the Vendor has provided me/us with a document called "Information provided by Rating and Valuation Department" ("the RVD Information") in respect of the Property issued by the Rating and Valuation Department (a copy of which is enclosed herewith), in which the saleable area(s) and/or measurement(s) of the Property is/are stated. I/We understand and acknowledge that:-
本人/吾等確認賣方已向本人/吾等提供一份由差餉物業估價署就該物業發出名為「差餉物業估價署所提供的資料」的文件 (「該估價署資料」) (副本隨附於本確認函)，其中列明該物業之實用面積及/或量度尺寸。本人/吾等明白及確認：-
 - (1) the saleable areas and/or measurements (if any) of the Property set out in the said 2 documents may be calculated on different bases;
上述兩份文件所載該物業之實用面積及/或量度尺寸 (如有) 可能按不同基礎計算得出；
 - (2) there may be discrepancies between the saleable areas and/or measurements (if any) of the Property stated in the RVD Information and the Preliminary Agreement; and
該估價署資料及臨時合約所列明的該物業之實用面積及/或量度尺寸 (如有) 可能有差異；
 - (3) the saleable area(s) and/or measurement(s) (if any) of the Property stated in the RVD Information shall not be used as a standard, basis, reference or whatsoever to determine the saleable area(s) and/or measurement(s) of the Property.
該估價署資料所列明的該物業之實用面積及/或量度尺寸 (如有) 並不用作確定該物業之實用面積及/或量度尺寸之標準、基礎、參考或其他。
3. I/We acknowledge that the RVD Information shall not constitute any express or implied offer, promise, representation or warranty on the part of the Vendor in respect of the Property or any residential property in the Development.
本人/吾等確認該估價署資料並不構成賣方就該物業或該發展項目內任何住宅物業不論明示或隱含之要約、承諾、陳述或保證。
4. I/We shall not be entitled to any claims, compensation, demands or remedies whatsoever against the Vendor in relation to the saleable areas and/or measurements (if any) stated on the RVD Information. In any event, no enquiries, objection or requisitions whatsoever shall be raised by me/us in respect of the RVD Information.
本人/吾等無權對賣方就該估價署資料所列明之實用面積及/或量度尺寸 (如有) 提出申索、賠償、要求或補償。在任何情況下，本人/吾等不得就該估價署資料提出任何詢問、反對或提問。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文版本有任何歧義，一切以英文版本為準。

Signature of Purchaser(s) / 買方簽署

Date / 日期