

THE CONCERTO 弦雅
(the “Development”) (「發展項目」)

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE
OF
載有下述物業招標條款之招標公告

the following property(ies) in the Development (each a “**Tender Property**”):

發展項目中以下物業（各稱為一「標售物業」）：

Floor 樓層	3	Flat 單位	A	(including the Flat Roof held therewith) (連平台)
Floor 樓層	3	Flat 單位	B	(including the Flat Roof held therewith) (連平台)
Floor 樓層	3	Flat 單位	D	(including the Flat Roof held therewith) (連平台)
Floor 樓層	3	Flat 單位	E	(including the Flat Roof held therewith) (連平台)
Floor 樓層	25	Flat 單位	A	(including the Roof held therewith) (連天台)
Floor 樓層	25	Flat 單位	B	(including the Roof held therewith) (連天台)
Floor 樓層	25	Flat 單位	C	(including the Roof held therewith) (連天台)
Floor 樓層	25	Flat 單位	D	(including the Roof held therewith) (連天台)
Floor 樓層	25	Flat 單位	E	(including the Roof held therewith) (連天台)

Note: The tender may be made in respect of any one or more of the above specified residential properties. The specified residential property(ies) for which a tenderer makes an offer to purchase will be collectively referred to as the “**Property**”.

註：投標人可以就任何一個或多個上述指明住宅物業作出投標。投標人作出要約購買的指明住宅物業於下文統稱為「該物業」。

Commencement date and time of tender 招標開始日期及時間	Closing date and time of tender 招標截止日期及時間
12/3/2021 12 noon 中午 12 時	24/5/2021 6:00 p.m. 下午 6 時

During the tender period: Every day from 12 noon to 6 p.m.

在招標期間：每日由中午 12 時至下午 6 時

Note: In case a black rainstorm warning signal or a typhoon signal no. 8 or above is announced between 12 noon and 6 p.m. on the closing date of tender, the closing date and time of tender will be extended to 6 p.m. on the next business day in respect of which no black rainstorm warning signal or typhoon signal no. 8 or above is announced between 12 noon and 6 p.m.. “Business day” means a day that is not a Saturday, Sunday or public holiday.

註：如於招標截止日期中午 12 時至下午 6 時之間，懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號，招標截止日期及時間延至在中午 12 時至下午 6 時之間並無懸掛 8 號或以上颱風訊號或發出黑色暴雨警告訊號之下一個緊接之辦公日之下午 6 時。「辦公日」指不屬星期六、星期日或公眾假期的日子。

Date of this Tender Notice 本招標公告日期: 12/3/2021

From: Cloud Peak Creation Limited (the “Vendor”)

本文件由雲峰創建有限公司（「賣方」）發出

To: tenderers of the Property

致：該物業投標人

- (1) To make an offer to purchase the Property, you shall
如欲作出要約購買該物業，閣下須
 - (a) complete and sign the Offer Section of this document below (the “Offer Section”) without any amendment to this document; and
填妥及簽署本文件下文要約部份（「要約部份」）（不得修改本文件）；及
 - (b) complete and execute the enclosed forms of the documents as set out in the Offer Section without any amendment.
填妥及簽立於要約部份列出及附夾之文件，不得修改。

- (2) You shall submit the documents referred to in (1)(b) above to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to 1/F, One New York, 468 Castle Peak Road, Cheung Sha Wan, Kowloon **between the commencement date and time of tender and the closing date and time of tender (during the tender period : every day from 12 noon to 6 p.m). Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.**
閣下須於招標開始日期及時間至招標截止日期及時間(在招標期間:每日由中午 12 時至下午 6 時)把上述(1)(b)部分提及的文件，連同本文件（要約部份須如上所述填妥及簽署），一併交回九龍長沙灣青山道 468 號One New York 一樓。

請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或招標時間。

- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 8:00 p.m. on the seventh working day after tender closing date** and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor. “Working day” shall be as defined in Residential Properties (First-hand Sales) Ordinance.

閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於招標截止日期後第七個工作日晚上 8 時及之前不能收回及可供賣方接受，而一經賣方接受，閣下與賣方之間即有合約存在。「工作日」如《一手住宅物業銷售條例》所定義。

- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one duplicate of the transaction documents concerned executed by the Vendor and dated not later than the date on which the offer is accepted as soon as practicable.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於接受要約日期之相關交易文件各一份。

- (5) Any cashier order/cheque submitted will remain uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, each such cashier order/cheque will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and each uncashed cashier order/cheque will be made available for your collection by prior appointment Provided That the Vendor shall be entitled to return any cashier order/cheque to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方尚未決定是否接受閣下要約前，閣下所提交之任何本票／支票將不作兌現。倘賣方接受閣下要約，每一該等本票／支票將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，且經預約閣下可領回每一並無兌現之本票／支票，唯賣方亦可將任何本票／支票以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

- (6) The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of any Tender Property. The Vendor has the absolute right to withdraw from the sale of any Tender Property at any time before the acceptance of any offer. The Vendor has the absolute right to change the closing date and/or time of the tender of any Tender Property from time to time by amending the Sales Arrangements in relation hereto.
賣方並不承諾亦無責任閱覽、考慮或接受認購任何標售物業最高出價之要約或任何要約。賣方有全權於接受任何要約前於任何時間撤回出售任何標售物業。賣方有全權透過修改與此相關的銷售安排不時更改任何標售物業之招標截止日期及/或招標時間。
- (7) If the successful tenderer chooses the terms of payment of “120-day Mortgage Payment Plan”, the successful tenderer may apply for a First Mortgage Loan, the key terms of which shall be as set out in paragraph (4)(iii) of Part 3 of Price List No. 3 of the Development, mutatis mutandis.
如中標人選擇「120天按揭付款計劃」作為支付條款，中標人可申請第一按揭貸款，該第一按揭貸款主要條款如發展項目價單第3號第三部分第(4)(iii)段所述（經必要的變通後）者。
- (8) You are advised to instruct your own solicitors to advise you on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.
特此建議閣下就本文件之條款及附夾於本文件之各表格條款向閣下的律師尋求意見。
- (9) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.
並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。
- (10) In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).
本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數反之亦然，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性。
- (11) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.
本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

Should you have any query, please call the hotline of the Development: 2526 3838.

如有任何問題，請致電本發展項目的查詢熱線（2526 3838）查詢。

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OFFER SECTION

要約部份

To be completed and signed by the tenderer(s):

由投標者填妥及簽署：

1. Property 該物業:

The specified residential property(ies) for which I/We make an offer to purchase (please tick “√”):
我/我們作出要約購買的指明住宅物業: (請標上“√”):

- | | | | | | |
|--------------------------|----------|----|---------|---|--|
| <input type="checkbox"/> | Floor 樓層 | 3 | Flat 單位 | A | (including the Flat Roof held therewith) (連平台) |
| <input type="checkbox"/> | Floor 樓層 | 3 | Flat 單位 | B | (including the Flat Roof held therewith) (連平台) |
| <input type="checkbox"/> | Floor 樓層 | 3 | Flat 單位 | D | (including the Flat Roof held therewith) (連平台) |
| <input type="checkbox"/> | Floor 樓層 | 3 | Flat 單位 | E | (including the Flat Roof held therewith) (連平台) |
| <input type="checkbox"/> | Floor 樓層 | 25 | Flat 單位 | A | (including the Roof held therewith) (連天台) |
| <input type="checkbox"/> | Floor 樓層 | 25 | Flat 單位 | B | (including the Roof held therewith) (連天台) |
| <input type="checkbox"/> | Floor 樓層 | 25 | Flat 單位 | C | (including the Roof held therewith) (連天台) |
| <input type="checkbox"/> | Floor 樓層 | 25 | Flat 單位 | D | (including the Roof held therewith) (連天台) |
| <input type="checkbox"/> | Floor 樓層 | 25 | Flat 單位 | E | (including the Roof held therewith) (連天台) |

2. I/We hereby submit the materials referred to (1)(b) above to the Vendor, namely (please tick “√”):
我/我們特此向賣方提交以上第(1)(b)段所述之文件如下 (請標上“√”) :

- completed and executed Preliminary Agreement(s) for Sale and Purchase of the Property (**IN DUPLICATE**) [Note: Please do not fill in date]
已填妥及簽立之該物業臨時買賣合約 (一式兩份) (註: 請不要填寫日期)
- in respect of each specified residential property comprising the Property, one or more Hong Kong Dollar cashier orders and/or cheques issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered (at least HK\$100,000 of which must be paid by cashier orders and the remaining amount may be paid by cheques, all cashier orders and/or cheques mentioned above made payable to “Baker & McKenzie”)
就每一組成該物業之指明住宅物業而言，一張或多張由香港持牌銀行發出金額合共等於出價 5% 的港幣銀行本票及／或支票 (其中至少港幣 100,000 元必須以本票支付，餘

額可以支票支付，所有上述本票及／或支票抬頭人須為「貝克·麥堅時律師事務所」)

- completed and executed Warning to Purchasers [**Note: Please fill in date**]
已填妥及簽署的「對買方的警告」(註：請填寫日期)
- completed and executed Confirmation regarding Estate Agent [**Note: Please fill in date**]
已填妥及簽署的「關於地產代理之確認書」(註：請填寫日期)
- completed and executed Declaration of Relationship [**Note: Please fill in date**]
已填妥及簽署的「關係聲明書」(註：請填寫日期)
- completed and executed Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance – Cloud Peak Creation Limited [**Note: Please fill in date**]
已填妥及簽署的「客戶推廣及個人資料(私隱)條例的通知 – 雲峰創建有限公司」
(註：請填寫日期)
- completed and executed Side Letter (Davit Arm Racks and Fire Service Installations) [**Note: Please fill in date**]
已填妥及簽署的「吊船吊臂架及消防服務裝置」(註：請填寫日期)
- completed and executed Acknowledgement Letter regarding Cabinet [**Note: Please fill in date**] (**Only applicable to Flat C on 25th Floor**)
已填妥及簽署的「有關櫃的確認函」(註：請填寫日期)(只適用於 25 樓 C 單位)
- copy(ies) of your identification document(s) (*note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company incorporated in Hong Kong, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of directors and annual return of the tenderer(if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors.*)

閣下身份證明文件副本(註：若投標人為自然人，指香港身份證(如不適用，則指其他有效身份證明文件(如護照))；而若投標人為香港成立公司，指公司註冊證書及公司更改名稱註冊證書(如有)及商業登記證、最新的董事登記冊及周年申報表(如有)；而若投標人為海外公司，指由公司董事核證的相關公司文件，以證明公司在該地成立及董事資料。)

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

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

Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：_____

No(s). of identification documents 身份證明文件之號碼：_____

(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the company number and (ii) place of incorporation)

(請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明）；若投標人為公司，請填上（i）公司號碼（ii）公司成立地點）

_____ (place of incorporation, if applicable: _____)

(公司成立地點，如適用：_____)

Contact information of the tenderer(s) 投標人聯絡資料：

Address 地址：_____

Telephone number 電話號碼：_____

Fax number 傳真號碼：_____

Email address 電郵地址：_____

The Concerto 弦雅**PRELIMINARY AGREEMENT FOR SALE AND PURCHASE (“Preliminary Agreement”)
臨時買賣合約（「臨時合約」）****Date:****日期：***(note to tenderer: date to be filled in by vendor.**投標人注意：此日期由賣方填上)***Vendor's Solicitors:****賣方代表律師：****Baker & McKenzie**

14/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

貝克·麥堅時律師事務所

香港鰂魚涌英皇道 979 號太古坊 1 座 14 樓

Tel No.: 2846 2426**電話：** 2846 2426**Fax No.:** 2810 1149**傳真：** 2810 1149

<p>Vendor's Information 賣方資料:</p> <p>Vendor's Name in English and Chinese: 賣方中英文名: Cloud Peak Creation Limited 雲峰創建有限公司</p> <p>Address: 地址: 30/F, The Center, 99 Queen's Road Central, Hong Kong 香港中環皇后大道中 99 號中環中心 30 樓</p> <p>Telephone No.: 電話號碼: 3529 1093</p> <p>Fax No.: 傳真號碼: 3541 9893</p> <p>Business Registration No.: 商業登記號碼: 67732199</p>	<p>Purchaser's Information 買方資料:</p> <p>Purchaser's Name: 買方姓名:</p> <p>Address: 地址:</p> <p>Telephone No.: 電話號碼:</p> <p>* Hong Kong Identity Card No. / Passport No. / Business Registration No. / The People's Republic of China Identity Card No. / Exit/Entry Permit for Travelling to and from Hong Kong and Macau No.:</p> <p>香港身份證號碼 / 護照號碼 / 商業登記號碼 / 中華人民共和國居民身份證號碼 / 往來港澳通行證號碼:</p> <p>Person to Contact: 聯絡人:</p> <p>Telephone No.: 電話號碼:</p>
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The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below on the following terms.

賣方及買方同意根據以下條文出售及購買下述之物業。

BASIC TERMS AND CONDITIONS**基本條款及條件****Name and address of the Development****發展項目名稱及地址**

The Concerto (“the Development”)

弦雅 (“發展項目”)

No. 203 Yee Kuk Street (Note: This provisional street number is subject to confirmation when the Development is completed.)

醫局街 203 號 (備註：此臨時門牌號數有待發展項目建成時確認。)

The Property**本物業**

* Flat A including the Flat Roof held therewith on 3rd Floor of the Development 發展項目 3 樓 A 單位連平台

* Flat B including the Flat Roof held therewith on 3rd Floor of the Development 發展項目 3 樓 B 單位連平台

* Flat D including the Flat Roof held therewith on 3rd Floor of the Development 發展項目 3 樓 D 單位連平台

* Flat E including the Flat Roof held therewith on 3rd Floor of the Development 發展項目 3 樓 E 單位連平台

* Flat A including the Roof held therewith on 25th Floor of the Development 發展項目 25 樓 A 單位連天台

* Flat B including the Roof held therewith on 25th Floor of the Development 發展項目 25 樓 B 單位連天台

* Flat C including the Roof held therewith on 25th Floor of the Development 發展項目 25 樓 C 單位連天台

* Flat D including the Roof held therewith on 25th Floor of the Development 發展項目 25 樓 D 單位連天台

* Flat E including the Roof held therewith on 25th Floor of the Development 發展項目 25 樓 E 單位連天台

* delete whichever is not applicable
將不適用者刪去

Purchase Price and Payment Terms:

售價及付款方式：

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—

(Note: please choose ONE below. 註：請選擇以下一種)

• **120-day Payment Plan 120 天付款計劃**

- (a) Preliminary deposit in the sum of HK\$ _____ (note to tenderer: please fill in 5% of the tendered price), which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement;
為數港幣 _____ 元(投標人注意，請填上出價之 5%) (即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付;
- (b) a further deposit of 3% of the purchase price shall be payable by the Purchaser on or before the 60th day after the date of this Preliminary Agreement;
買方於本臨時合約日期後第 60 天或之前須支付售價的 3% 之加付訂金;
- (c) balance of the purchase price, which is equal to 92% of the purchase price, shall be payable by the Purchaser on or before the 120th day after the date of this Preliminary Agreement or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.
買方於本臨時合約日期後第 120 天或之前或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內(以較早者為準)須支付售價餘額，即售價的 92%。

OR 或

• **120-day Mortgage Payment Plan 120 天按揭付款計劃**

- (a) Preliminary deposit in the sum of HK\$ _____ (note to tenderer: please fill in 5% of the tendered price), which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement;
為數港幣 _____ 元(投標人注意，請填上出價之 5%) (即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付;
- (b) a further deposit of 3% of the purchase price shall be payable by the Purchaser on or before the 60th day after the date of this Preliminary Agreement;
買方於本臨時合約日期後第 60 天或之前須支付售價的 3% 之加付訂金;
- (c) balance of the purchase price, which is equal to 92% of the purchase price, shall be payable by the Purchaser on or before the 120th day after the date of this Preliminary Agreement or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.
買方於本臨時合約日期後第 120 天或之前或於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內(以較早者為準)須支付售價餘額，即售價的 92%。

OR 或

• **Stage Payment Plan 建築期付款計劃**

- (a) Preliminary deposit in the sum of HK\$ _____ (note to tenderer: please fill in 5% of the tendered price), which is equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement;
為數港幣 _____ 元(投標人注意，請填上出價之 5%) (即售價的 5%) 的臨時訂金，須於簽署本臨時合約時支付;
- (b) a further deposit of 3% of the purchase price shall be payable by the Purchaser on or before the 60th day after the date of this Preliminary Agreement;
買方於本臨時合約日期後第 60 天或之前須支付售價的 3% 之加付訂金;
- (c) balance of the purchase price, which is equal to 92% of the purchase price, shall be payable by the Purchaser within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
買方於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出書面通知的日期後的 14 天內須支付售價餘額，即售價的 92%。

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。

Agreement for Sale and Purchase 正式合約	<p>It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed—</p> <p>(a) by the Purchaser on or before _____ (note to tenderer: this date to be filled in by vendor) (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and</p> <p>(b) by the Vendor on or before _____ (note to tenderer: this date to be filled in by vendor) (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).</p> <p>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—</p> <p>(a) 由買方於 _____ (投標人注意，此日期由賣方填上) (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</p> <p>(b) 由賣方於 _____ (投標人注意，此日期由賣方填上) (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。</p>
Completion Date and Place: 成交日期及地點：	<p>The sale and purchase of the Property shall be completed at the office of the Vendor’s Solicitors during office hours within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.</p> <p>本物業買賣必須在賣方以書面通知買方賣方有能力有效地轉讓本物業予買方的日期起計的十四天內在辦公時間內於賣方代表律師之辦事處完成。</p>
<p>The Additional Terms and Conditions attached shall apply to the sale and purchase of the Property. 本物業的買賣亦受附頁的附加條款及條件約束。</p>	

(Note to tenderer: the following information to be filled in by vendor)
 (投標人注意，以下資料由賣方填上)

Received the Preliminary Deposit in the sum of HK\$ _____ (Cashier Order/Cheque, subject to Bank Clearance.)
 上述所列臨時訂金港幣 \$ _____，經此收妥此據 (本票/支票以銀行過數作實。)

Received the above preliminary deposit:
 茲收到臨時訂金:

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

*Bank 銀行 _____ 本票 / 支票 號碼 Cashier Order / Cheque No. _____ HK\$ 港幣 _____ 元

* delete whichever is not applicable
 將不適用者刪去

ADDITIONAL TERMS AND CONDITIONS
附加條款及條件

Ref. No. _____

1. In this Preliminary Agreement—
- (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

在本臨時合約中—

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) 第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) 第 9(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 Vendor shall sell and the Purchaser shall purchase the Property in accordance with the terms and conditions contained in this Preliminary Agreement and the Agreement. On completion, the Purchaser shall be entitled to vacant possession of the Property.
賣方出售及買方購買本物業時必須根據本臨時合約及正式合約之條文進行。完成交易時本物業將以交吉形式交付予買方。

3. The Purchaser shall pay the Purchase Price in the manner shown in the Basic Terms and Conditions. All deposits and part payments of the Purchase Price shall be paid to the Vendor’s Solicitors. The Vendor’s Solicitors shall hold such deposits and part payments as stakeholders in accordance with this Preliminary Agreement and the Agreement. The Vendor reserves the right to rectify any errors or omissions in the payment terms and the Purchase Price of the Property. The amount of the Purchase Price and the payment terms shall be as stated in the Agreement.

買方必須根據基本條款及條件的規定繳付售價。所有訂金及售價必須交付賣方代表律師。所有訂金及售價必須由賣方代表律師以保證金保存人身份根據本臨時合約及正式合約保存。賣方保留權利修改上述付款辦法及售價之任何錯誤或遺漏，售價及付款辦法以正式合約所列為準。

4. The form of the Agreement shall be in such form as the Vendor prescribes. A draft of the Agreement has been made available for the Purchaser’s perusal before the Purchaser executes this Preliminary Agreement and the Purchaser is deemed to have full notice of the content thereof and shall not be entitled to request any alteration thereof.

正式合約格式由賣方指定。買方於簽署本臨時合約前可隨時查閱有關正式合約的格式，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。

5. The Purchase Price or any part thereof (except the preliminary deposit paid on the signing of this Preliminary Agreement) shall be paid by means of cashier’s order(s) issued by a licensed bank in Hong Kong or cheque(s) certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s Solicitors for the relevant amount.

買方必須以香港銀行本票或有香港銀行書面保付的支票支付售價或其任何部份（在簽署本臨時合約時繳付的臨時訂金除外）。上述本票或支票抬頭人必須為賣方代表律師。

6. 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。

7. 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。

8. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed—

- (a) this Preliminary Agreement is terminated;
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) the Vendor does not have any further claim against the Purchaser for the failure.

Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser’s behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

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) 本臨時合約即告終止；
- (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) 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。

如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

9. The measurements of the Property are as follows—
本物業的量度尺寸如下—

(* delete whichever is not applicable 將不適用者刪去)

*Flat A on 3rd Floor

- (a) the saleable area is 23.145 square metres/ 249 square feet of which—
*-- square metres/ -- square feet is the floor area of the balcony;

- *-- square metres/ -- square feet is the floor area of the utility platform;
- *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
 - *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 - *the area of the bay window is -- square metres/ -- square feet;
 - *the area of the cockloft is -- square metres/ -- square feet;
 - *the area of the flat roof is 32.496 square metres/ 350 square feet;
 - *the area of the garden is -- square metres/ -- square feet;
 - *the area of the parking space is -- square metres/ -- square feet;
 - *the area of the roof is -- square metres/ -- square feet;
 - *the area of the stairhood is -- square metres/ -- square feet;
 - *the area of the terrace is -- square metres/ -- square feet;
 - *the area of the yard is -- square metres/ -- square feet.

*3 樓 A 單位

- (a) 實用面積為 23.145 平方米/ 249 平方呎，其中—
 - *-- 平方米/ -- 平方呎為露台的面積；
 - *-- 平方米/ -- 平方呎為工作平台的面積；
 - *-- 平方米/ -- 平方呎為陽台的面積；及
- (b) 其他量度尺寸為—
 - *空調機房的面積為 -- 平方米/ -- 平方呎；
 - *窗台的面積為 -- 平方米/ -- 平方呎；
 - *閣樓的面積為 -- 平方米/ -- 平方呎；
 - *平台的面積為 32.496 平方米/ 350 平方呎；
 - *花園的面積為 -- 平方米/ -- 平方呎；
 - *停車位的面積為 -- 平方米/ -- 平方呎；
 - *天台的面積為 -- 平方米/ -- 平方呎；
 - *梯屋的面積為 -- 平方米/ -- 平方呎；
 - *前庭的面積為 -- 平方米/ -- 平方呎；
 - *庭院的面積為 -- 平方米/ -- 平方呎。

*Flat B on 3rd Floor

- (a) the saleable area is 26.468 square metres/ 285 square feet of which—
 - *2.000 square metres/ 22 square feet is the floor area of the balcony;
 - *-- square metres/ -- square feet is the floor area of the utility platform;
 - *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
 - *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 - *the area of the bay window is -- square metres/ -- square feet;
 - *the area of the cockloft is -- square metres/ -- square feet;
 - *the area of the flat roof is 21.940 square metres/ 236 square feet;
 - *the area of the garden is -- square metres/ -- square feet;
 - *the area of the parking space is -- square metres/ -- square feet;
 - *the area of the roof is -- square metres/ -- square feet;
 - *the area of the stairhood is -- square metres/ -- square feet;
 - *the area of the terrace is -- square metres/ -- square feet;
 - *the area of the yard is -- square metres/ -- square feet.

*3 樓 B 單位

- (a) 實用面積為 26.468 平方米/ 285 平方呎，其中—
 - *2.000 平方米/ 22 平方呎為露台的面積；
 - *-- 平方米/ -- 平方呎為工作平台的面積；
 - *-- 平方米/ -- 平方呎為陽台的面積；及
- (b) 其他量度尺寸為—
 - *空調機房的面積為 -- 平方米/ -- 平方呎；
 - *窗台的面積為 -- 平方米/ -- 平方呎；
 - *閣樓的面積為 -- 平方米/ -- 平方呎；
 - *平台的面積為 21.940 平方米/ 236 平方呎；
 - *花園的面積為 -- 平方米/ -- 平方呎；
 - *停車位的面積為 -- 平方米/ -- 平方呎；
 - *天台的面積為 -- 平方米/ -- 平方呎；
 - *梯屋的面積為 -- 平方米/ -- 平方呎；
 - *前庭的面積為 -- 平方米/ -- 平方呎；
 - *庭院的面積為 -- 平方米/ -- 平方呎。

*Flat D on 3rd Floor

- (a) the saleable area is 17.566 square metres/ 189 square feet of which—
 - *-- square metres/ -- square feet is the floor area of the balcony;
 - *-- square metres/ -- square feet is the floor area of the utility platform;
 - *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—

- *the area of the air-conditioning plant room is -- square metres/ -- square feet;
- *the area of the bay window is -- square metres/ -- square feet;
- *the area of the cockloft is -- square metres/ -- square feet;
- *the area of the flat roof is 5.096 square metres/ 55 square feet;
- *the area of the garden is -- square metres/ -- square feet;
- *the area of the parking space is -- square metres/ -- square feet;
- *the area of the roof is -- square metres/ -- square feet;
- *the area of the stairhood is -- square metres/ -- square feet;
- *the area of the terrace is -- square metres/ -- square feet;
- *the area of the yard is -- square metres/ -- square feet.

***3 樓 D 單位**

- (a) 實用面積為 17.566 平方米/ 189 平方呎，其中—
- *-- 平方米/ -- 平方呎為露台的樓面面積；
 - *-- 平方米/ -- 平方呎為工作平台的樓面面積；
 - *-- 平方米/ -- 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
- *空調機房的面積為 -- 平方米/ -- 平方呎；
 - *窗台的面積為 -- 平方米/ -- 平方呎；
 - *閣樓的面積為 -- 平方米/ -- 平方呎；
 - *平台的面積為 5.096 平方米/ 55 平方呎；
 - *花園的面積為 -- 平方米/ -- 平方呎；
 - *停車位的面積為 -- 平方米/ -- 平方呎；
 - *天台的面積為 -- 平方米/ -- 平方呎；
 - *梯屋的面積為 -- 平方米/ -- 平方呎；
 - *前庭的面積為 -- 平方米/ -- 平方呎；
 - *庭院的面積為 -- 平方米/ -- 平方呎。

***Flat E on 3rd Floor**

- (a) the saleable area is 17.889 square metres/ 193 square feet of which—
- *-- square metres/ -- square feet is the floor area of the balcony;
 - *-- square metres/ -- square feet is the floor area of the utility platform;
 - *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
- *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 - *the area of the bay window is -- square metres/ -- square feet;
 - *the area of the cockloft is -- square metres/ -- square feet;
 - *the area of the flat roof is 22.171 square metres/ 239 square feet;
 - *the area of the garden is -- square metres/ -- square feet;
 - *the area of the parking space is -- square metres/ -- square feet;
 - *the area of the roof is -- square metres/ -- square feet;
 - *the area of the stairhood is -- square metres/ -- square feet;
 - *the area of the terrace is -- square metres/ -- square feet;
 - *the area of the yard is -- square metres/ -- square feet.

***3 樓 E 單位**

- (a) 實用面積為 17.889 平方米/ 193 平方呎，其中—
- *-- 平方米/ -- 平方呎為露台的樓面面積；
 - *-- 平方米/ -- 平方呎為工作平台的樓面面積；
 - *-- 平方米/ -- 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
- *空調機房的面積為 -- 平方米/ -- 平方呎；
 - *窗台的面積為 -- 平方米/ -- 平方呎；
 - *閣樓的面積為 -- 平方米/ -- 平方呎；
 - *平台的面積為 22.171 平方米/ 239 平方呎；
 - *花園的面積為 -- 平方米/ -- 平方呎；
 - *停車位的面積為 -- 平方米/ -- 平方呎；
 - *天台的面積為 -- 平方米/ -- 平方呎；
 - *梯屋的面積為 -- 平方米/ -- 平方呎；
 - *前庭的面積為 -- 平方米/ -- 平方呎；
 - *庭院的面積為 -- 平方米/ -- 平方呎。

***Flat A on 25th Floor**

- (a) the saleable area is 27.271 square metres/ 294 square feet of which—
- *2.000 square metres/ 22 square feet is the floor area of the balcony;
 - *1.500 square metres/ 16 square feet is the floor area of the utility platform;
 - *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
- *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 - *the area of the bay window is -- square metres/ -- square feet;
 - *the area of the cockloft is -- square metres/ -- square feet;

- *the area of the flat roof is -- square metres/ -- square feet;
- *the area of the garden is -- square metres/ -- square feet;
- *the area of the parking space is -- square metres/ -- square feet;
- *the area of the roof is 15.991 square metres/ 172 square feet;
- *the area of the stairhood is -- square metres/ -- square feet;
- *the area of the terrace is -- square metres/ -- square feet;
- *the area of the yard is -- square metres/ -- square feet.

*25 樓 A 單位

- (a) 實用面積為 27.271 平方米/ 294 平方呎，其中—
 *2.000 平方米/ 22 平方呎為露台的樓面面積；
 *1.500 平方米/ 16 平方呎為工作平台的樓面面積；
 *-- 平方米/ -- 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
 *空調機房的面積為 -- 平方米/ -- 平方呎；
 *窗台的面積為 -- 平方米/ -- 平方呎；
 *閣樓的面積為 -- 平方米/ -- 平方呎；
 *平台的面積為 -- 平方米/ -- 平方呎；
 *花園的面積為 -- 平方米/ -- 平方呎；
 *停車位的面積為 -- 平方米/ -- 平方呎；
 *天台的面積為 15.991 平方米/ 172 平方呎；
 *梯屋的面積為 -- 平方米/ -- 平方呎；
 *前庭的面積為 -- 平方米/ -- 平方呎；
 *庭院的面積為 -- 平方米/ -- 平方呎。

*Flat B on 25th Floor

- (a) the saleable area is 26.286 square metres/ 283 square feet of which—
 *2.000 square metres/ 22 square feet is the floor area of the balcony;
 *-- square metres/ -- square feet is the floor area of the utility platform;
 *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
 *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 *the area of the bay window is -- square metres/ -- square feet;
 *the area of the cockloft is -- square metres/ -- square feet;
 *the area of the flat roof is -- square metres/ -- square feet;
 *the area of the garden is -- square metres/ -- square feet;
 *the area of the parking space is -- square metres/ -- square feet;
 *the area of the roof is 15.130 square metres/ 163 square feet;
 *the area of the stairhood is -- square metres/ -- square feet;
 *the area of the terrace is -- square metres/ -- square feet;
 *the area of the yard is -- square metres/ -- square feet.

*25 樓 B 單位

- (a) 實用面積為 26.286 平方米/ 283 平方呎，其中—
 *2.000 平方米/ 22 平方呎為露台的樓面面積；
 *-- 平方米/ -- 平方呎為工作平台的樓面面積；
 *-- 平方米/ -- 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
 *空調機房的面積為 -- 平方米/ -- 平方呎；
 *窗台的面積為 -- 平方米/ -- 平方呎；
 *閣樓的面積為 -- 平方米/ -- 平方呎；
 *平台的面積為 -- 平方米/ -- 平方呎；
 *花園的面積為 -- 平方米/ -- 平方呎；
 *停車位的面積為 -- 平方米/ -- 平方呎；
 *天台的面積為 15.130 平方米/ 163 平方呎；
 *梯屋的面積為 -- 平方米/ -- 平方呎；
 *前庭的面積為 -- 平方米/ -- 平方呎；
 *庭院的面積為 -- 平方米/ -- 平方呎。

*Flat C on 25th Floor

- (a) the saleable area is 19.174 square metres/ 206 square feet of which—
 *2.000 square metres/ 22 square feet is the floor area of the balcony;
 *-- square metres/ -- square feet is the floor area of the utility platform;
 *-- square metres/ -- square feet is the floor area of the verandah; and
- (b) other measurements are—
 *the area of the air-conditioning plant room is -- square metres/ -- square feet;
 *the area of the bay window is -- square metres/ -- square feet;
 *the area of the cockloft is -- square metres/ -- square feet;
 *the area of the flat roof is -- square metres/ -- square feet;
 *the area of the garden is -- square metres/ -- square feet;
 *the area of the parking space is -- square metres/ -- square feet;
 *the area of the roof is 10.489 square metres/ 113 square feet;
 *the area of the stairhood is -- square metres/ -- square feet;

- *the area of the terrace is square metres/ square feet;
- *the area of the yard is square metres/ square feet.

*25 樓 C 單位

- (a) 實用面積為 19.174 平方米/ 206 平方呎，其中—
- *2.000 平方米/ 22 平方呎為露台的樓面面積；
 - * 平方米/ 平方呎為工作平台的樓面面積；
 - * 平方米/ 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
- *空調機房的面積為 平方米/ 平方呎；
 - *窗台的面積為 平方米/ 平方呎；
 - *閣樓的面積為 平方米/ 平方呎；
 - *平台的面積為 平方米/ 平方呎；
 - *花園的面積為 平方米/ 平方呎；
 - *停車位的面積為 平方米/ 平方呎；
 - *天台的面積為 10.489 平方米/ 113 平方呎；
 - *梯屋的面積為 平方米/ 平方呎；
 - *前庭的面積為 平方米/ 平方呎；
 - *庭院的面積為 平方米/ 平方呎。

*Flat D on 25th Floor

- (a) the saleable area is 19.664 square metres/ 212 square feet of which—
- *2.000 square metres/ 22 square feet is the floor area of the balcony;
 - * square metres/ square feet is the floor area of the utility platform;
 - * square metres/ square feet is the floor area of the verandah; and
- (b) other measurements are—
- *the area of the air-conditioning plant room is square metres/ square feet;
 - *the area of the bay window is square metres/ square feet;
 - *the area of the cockloft is square metres/ square feet;
 - *the area of the flat roof is square metres/ square feet;
 - *the area of the garden is square metres/ square feet;
 - *the area of the parking space is square metres/ square feet;
 - *the area of the roof is 16.130 square metres/ 174 square feet;
 - *the area of the stairhood is square metres/ square feet;
 - *the area of the terrace is square metres/ square feet;
 - *the area of the yard is square metres/ square feet.

*25 樓 D 單位

- (a) 實用面積為 19.664 平方米/ 212 平方呎，其中—
- *2.000 平方米/ 22 平方呎為露台的樓面面積；
 - * 平方米/ 平方呎為工作平台的樓面面積；
 - * 平方米/ 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
- *空調機房的面積為 平方米/ 平方呎；
 - *窗台的面積為 平方米/ 平方呎；
 - *閣樓的面積為 平方米/ 平方呎；
 - *平台的面積為 平方米/ 平方呎；
 - *花園的面積為 平方米/ 平方呎；
 - *停車位的面積為 平方米/ 平方呎；
 - *天台的面積為 16.130 平方米/ 174 平方呎；
 - *梯屋的面積為 平方米/ 平方呎；
 - *前庭的面積為 平方米/ 平方呎；
 - *庭院的面積為 平方米/ 平方呎。

*Flat E on 25th Floor

- (a) the saleable area is 19.889 square metres/ 214 square feet of which—
- *2.000 square metres/ 22 square feet is the floor area of the balcony;
 - * square metres/ square feet is the floor area of the utility platform;
 - * square metres/ square feet is the floor area of the verandah; and
- (b) other measurements are—
- *the area of the air-conditioning plant room is square metres/ square feet;
 - *the area of the bay window is square metres/ square feet;
 - *the area of the cockloft is square metres/ square feet;
 - *the area of the flat roof is square metres/ square feet;
 - *the area of the garden is square metres/ square feet;
 - *the area of the parking space is square metres/ square feet;
 - *the area of the roof is 15.627 square metres/ 168 square feet;
 - *the area of the stairhood is square metres/ square feet;
 - *the area of the terrace is square metres/ square feet;
 - *the area of the yard is square metres/ square feet.

*25 樓 E 單位

- (a) 實用面積為 19.889 平方米/214 平方呎，其中—
*2.000 平方米/22 平方呎為露台的樓面面積；
*— 平方米/— 平方呎為工作平台的樓面面積；
*— 平方米/— 平方呎為陽台的樓面面積；及
- (b) 其他量度尺寸為—
*空調機房的面積為 — 平方米/— 平方呎；
*窗台的面積為 — 平方米/— 平方呎；
*閣樓的面積為 — 平方米/— 平方呎；
*平台的面積為 — 平方米/— 平方呎；
*花園的面積為 — 平方米/— 平方呎；
*停車位的面積為 — 平方米/— 平方呎；
*天台的面積為 15.627 平方米/168 方呎；
*梯屋的面積為 — 平方米/— 平方呎；
*前庭的面積為 — 平方米/— 平方呎；
*庭院的面積為 — 平方米/— 平方呎。
- 10.** The sale and purchase of the Property includes the fittings, finishes and appliances as follows—
Please refer to the “Schedule 1” attached to this Preliminary Agreement. The “Schedule 1” forms part of this Preliminary Agreement
本物業買賣所包括的裝置、裝修物料及設備如下：
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
- 11.** 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。
- 12.** Each party shall pay its own solicitors’ costs and disbursements of and incidental to the Agreement and the subsequent Assignment (including all legal costs of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment). The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for certified copies of title deeds and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development shall also be borne and paid by the Purchaser.
買賣雙方必須自行負擔各自聘用律師擬定、完成、加蓋印花及登記正式合約及轉讓契之費用及支出及其他一切有關正式合約及轉讓契之法律費用。土地註冊署的登記費、正式合約及轉讓契之圖則費、樓契核證副本費用及有關草擬、登記及完成該發展項目大廈公契及管理合約之適當比例費用一概由買方負責。
- 13.** The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, special fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Deed of Mutual Covenant and Management Agreement of the Development.
買方須在本物業的收樓之前，按照該發展項目大廈公契及管理合約規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、特別基金及其他按金／基金等。
- 14.** The Purchaser shall inform the Vendor in writing of any change in correspondence details.
買方必須以書面通知賣方一切其聯絡資料的變更。
- 15.** Time shall in every respect be of the essence of this Preliminary Agreement.
買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- 16.** The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings and finishes therein and takes them as they stand. This clause applies only if the occupation permit of the Development has been issued when this Preliminary Agreement is entered into.
買方購買本物業時完全知悉本物業及其內之裝置和裝修物料之狀況，且將以其現狀接受本物業及其內之裝置和裝修物料。於本臨時合約簽立時發展項目之估用許可證已發出本條方適用。
- 17.** Subject to the terms in the Agreement, the Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary.
受限於正式合約的條款，賣方保留於其認為所需時修改發展項目(包括本物業)建築圖則之權利。
- 18.** The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.
如賣方在本物業的權益屬衡平法上的權益，而非法律上的產業權，買方不得因此提出反對。
- 19.** The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
- 20.** This Preliminary Agreement is not preceded by any unwritten sale agreement or any agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
在此臨時合約簽訂前，合約雙方並無其他口頭或類似此臨時合約之協議。
- 21.** The Vendor and the Purchaser shall execute the Agreement containing the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
買賣雙方同意於正式合約中列出印花稅條例第 29B(5) 條所需之資料。
- 22.** The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 23 and fully understands its contents.

買方已確認收到第 23 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。

23. For the purpose of clause 22, the following is the “Warning to Purchasers”—
就第 22 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。
24. 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(如有的話)，由買方承擔。
25. It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser. No power of attorney, trustee, proxy, agent or any nominee whatsoever by the Purchaser will be accepted by the Vendor for the purpose of signing this Preliminary Agreement. The Purchaser shall have no right to request the Vendor to enter into the Agreement with any other persons.
特此協議並聲明本臨時買賣合約乃與買方個人訂立，就簽署本臨時買賣合約目的而言，賣方不會接受買方的任何授權書、受託人、代表人、代理人或提名人。買方無權要求賣方與任何其他人簽立正式合約。
26. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。

* delete whichever is not applicable
將不適用者刪去

Purchaser’s Signature(s):
買方簽署：

Authorised Signature of Vendor:
賣方經授權簽署：

1. EXTERIOR FINISHES 外部裝修物料

Item 細項	Description 描述	
Window 窗	Material of frame 框的用料	Fluorocarbon coated aluminium frame. 氟碳噴塗層鋁質窗框。
	Material of glass 玻璃的用料	Window at curtain wall of living room and dining room (Flat C at 3/F, 5/F to 12/F, 15/F to 23/F and 25/F) : tinted tempered glass. 客廳及飯廳之幕牆之窗戶 (三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 C 單位) : 強化有色玻璃。 Window at living room and dining room (Flat E at 3/F, 5/F to 12/F, 15/F to 23/F and 25/F) : tinted tempered glass. 客廳及飯廳之其他窗戶 (三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 E 單位) : 強化有色玻璃。 Window at bathroom (Flat A, D & E at 3/F, 5/F to 12/F, 15/F to 23/F and 25/F) : frosted tinted tempered glass. 浴室之窗戶 (三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 A、D 及 E 單位) : 強化磨砂有色玻璃。 Window at curtain wall of bedroom (Flat A & B at 3/F, 5/F to 12/F, 15/F to 23/F and 25/F) : tinted tempered glass. 睡房之幕牆之窗戶 (三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 A 及 B 單位) : 強化有色玻璃。
Bay Window 窗台	Material and Window sill finishes 用料及窗台板的裝修物料	Not applicable. 不適用。
Planter 花槽	Type of finishes 裝修物料的類型	Not applicable. 不適用。
Verandah or balcony 陽台或露台	Type of finishes 裝修物料的類型	Balconies are fitted with:- Floor – Porcelain tiles. Wall – Ceramic tiles. Ceiling – Aluminium false ceiling. Balustrade – Clear tempered glass balustrade with metal top rail. 露台採用： 地下 – 高溫瓷質磚鋪砌。 牆身 – 瓷磚鋪砌。 天花 – 配以鋁質假天花。 欄杆 – 強化清玻璃欄杆配以金屬頂蓋。
	Whether it is covered 是否有蓋	Balcony is covered. 露台設有上蓋。
	Verandah 陽台	Not applicable. 不適用。
Drying facilities for clothing 乾衣設施	Type and material 類型及用料	Not applicable. 不適用。

2. INTERIOR FINISHES 室內裝修物料

Item 細項	Description 描述				
Internal wall and ceiling 內牆及天花板	Types of finishes 裝修物料的類型	Wall 牆壁	Ceiling 天花板		
	Living room and dining room 客廳及飯廳	Emulsion paint on exposed surface. 外露部分髹上乳膠漆。	Emulsion paint where exposed and gypsum board ceiling & bulkhead finished with emulsion paint. 天花外露部分、石膏板假天花及假陣髹乳膠漆。		
	Bedroom for Flats A and B on 3/F, 5/F – 12/F, 15/F – 23/F and 25/F 三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 A 及 B 單位之睡房	Emulsion paint on exposed surface. 外露部分髹上乳膠漆。	Emulsion paint where exposed and gypsum board ceiling & bulkhead finished with emulsion paint. 天花外露部分、石膏板假天花及假陣髹乳膠漆。		
Internal floor 內部地板	Types of material 裝修物料的用料	Floor 地板	Skirting 牆腳線		
	Living room and dining room 客廳及飯廳	Porcelain tiles on exposed surface. 外露部分以高溫瓷質磚鋪砌。	Timber skirting. 木腳線。		
	Bedroom for Flats A and B on 3/F, 5/F – 12/F, 15/F – 23/F and 25/F 三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 A 及 B 單位之睡房	Porcelain tiles on exposed surface. 外露部分以高溫瓷質磚鋪砌。	Timber skirting. 木腳線。		
Bathroom 浴室	Types of finishes 裝修物料的類型	Wall 牆壁	Floor 地板	Ceiling 天花板	
		Ceramic tiles on exposed surface. 外露部分以瓷磚鋪砌。	Porcelain tiles, natural stone on exposed surface. 外露部分以高溫瓷質磚，天然石鋪砌。	Emulsion paint where exposed and gypsum board ceiling & bulkhead finished with emulsion paint. 天花外露部分、石膏板假天花及假陣髹乳膠漆。	
	Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Run up to false ceiling level. 鋪至假天花水平。			
Kitchen 廚房	Types of finishes 裝修物料的類型	Wall 牆壁	Floor 地板	Ceiling 天花板	Cooking Bench 灶台
		Ceramic tiles on exposed surface. 外露部分以瓷磚鋪砌。	Porcelain tiles on exposed surface. 外露部分以高溫瓷質磚鋪砌。	Emulsion paint where exposed and gypsum board ceiling & bulkhead finished with emulsion paint. 天花外露部分、石膏板假天花及假陣髹乳膠漆。	Reconstituted stone. 人造石。
	Whether the wall finishes run up to the ceiling 牆壁的裝修物料是否鋪至天花板	Run up to false ceiling level. 鋪至假天花水平。			

3. INTERIOR FITTINGS 室內裝置

Item 細項	Description 描述
Doors 門	Material, finishes and accessories 用料、裝修物料及配件
Main entrance door 單位大門	Fire-rated solid core timber door with timber veneer and stainless steel finish, fitted with digital door lock with handle, door closer, door stopper, eye viewer and door guard. 實心防火木門配以木皮飾面及不銹鋼，配以電子門鎖連拉手、門鼓、門擋、防盜眼及防盜扣。
Balcony door (for Flats B and C on 3/F, 5/F to 12/F, 15/F to 23/F and 25/F; Flat A, D and E on 5/F to 12/F, 15/F to 23/F and 25/F only) 露台門（只限三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 B 及 C 單位；五樓至十二樓、十五樓至二十三樓及二十五樓 A、D 及 E 單位）	Fluorocarbon coated aluminium frame sliding door with tinted tempered glass fitted with lockset with handle and door stopper. 氟碳噴塗鋁框趟門配以強化有色玻璃，配以門鎖連拉手及門擋。
Utility platform door (for Flats A on 5/F to 12/F, 15/F to 23/F and 25/F only) 工作平台門（只限五樓至十二樓、十五樓至二十三樓及二十五樓 A 單位）	Fluorocarbon coated aluminium frame door with tinted tempered glass fitted with lockset with handle and door stopper. 氟碳噴塗鋁框門配以強化有色玻璃，配以門鎖連拉手及門擋。
Bedroom door (for Flats A and B on 3/F, 5/F to 12/F, 15/F to 23/F and 25/F only) 睡房門（只限三樓、五樓至十二樓、十五樓至二十三樓及二十五樓 A 及 B 單位）	Hollow core timber door with wood veneer finish fitted with handle, lockset and door stopper. 中空木皮飾面木門，配以拉手、門鎖及門擋。
Bathroom door 浴室門	Hollow core timber door with timber veneer finish fitted with handle, lockset and door stopper. 中空木皮飾面木門，配以拉手、門鎖及門擋。
Door to Flat Roof (for Flats A, B, D and E on 3/F only) 平台門（只限三樓 A、B、D 及 E 單位）	For Flat A: One fluorocarbon coated aluminium frame sliding door with tinted tempered glass fitted with lockset with handle and door stopper; One fluorocarbon coated aluminium frame door with tinted tempered glass fitted with lockset with handle and door stopper. A 單位：一道氟碳噴塗鋁框趟門配以強化有色玻璃，配以門鎖連拉手及門擋。一道氟碳噴塗鋁框門配以強化有色玻璃，配以門鎖連拉手及門擋。 For Flat B: Metal gate with lockset. B 單位：鐵閘，配以門鎖。 For Flats D and E: Fluorocarbon coated aluminium frame sliding door with tinted tempered glass fitted with lockset with handle and door stopper. D 及 E 單位：氟碳噴塗鋁框趟門配以強化有色玻璃，配以門鎖連拉手及門擋。

3. INTERIOR FITTINGS 室內裝置

Item 細項	Description 描述			
Bathroom 浴室		Fittings and equipment 裝置及設備	Type 類型	Material 用料
	(i) Type and material of fittings and equipment 裝置及設備的類型及用料	Vanity cabinet 浴室櫃	Basin Countertop. 洗手盆枱面。	Natural stone. 天然石。
			Mirror cabinet. 鏡櫃。	Wooden cabinet with mirror, timber veneer finish and metal finish. 配以鏡、木皮及金屬飾面之木櫃。
			Basin cabinet. 洗手盆櫃。	Wooden cabinet with timber veneer finish, metal finish and stainless steel handle. 配以木皮及金屬飾面、不銹鋼拉手之木櫃。
	Bathroom fittings 潔具		Wash basin mixer. 洗手盆水龍頭。	Chrome plated brass. 黃銅鍍鉻。
			Wash basin. 洗手盆。	Vitreous China. 衛浴陶瓷。
			Water closet. 座廁。	Vitreous China. 衛浴陶瓷。
			Towel rack. 浴巾架。	Stainless Steel, and Brass tube with Zinc Alloy. 不銹鋼，及鋅合金包黃銅。
			Paper holder. 廁紙架。	Plastic. 塑膠。
	(ii) Type and material of water supply system 供水系統的類型及用料		See "Water supply" below for type and material of water supply system. 供水系統的類型及用料見下文「供水」一欄。	
(iii) Type and material of bathing facilities (including shower or bath tub, if applicable) 沐浴設施(包括花灑或浴缸(如適用的話))	Shower 花灑	Shower compartment. 淋浴間。	Clear tempered glass and glass door, with handle made of brass tube with Zinc Alloy. 強化清玻璃及玻璃門，配以鋅合金包黃銅拉手。	
		Shower mixer and shower set. 花灑龍頭及花灑套裝。	Chrome plated brass (Plastic for hand shower). 黃銅鍍鉻(塑膠手持花灑)。	
(iv) Size of bath tub, if applicable 浴缸大小(如適用的話)		Not applicable. 不適用。		
Kitchen 廚房		Material 用料		
	(i) Sink unit 洗滌盆	Stainless steel. 不銹鋼。		
	(ii) Water supply system 供水系統	See "Water supply" below for material of water supply system. 供水系統的用料見下文「供水」一欄。		
		Material 用料	Finishes 裝修物料	
	(iii) Kitchen cabinet 廚櫃	Timber cabinet with timber door panels. 木櫃配木門板。	Plastic laminate and reconstituted stone countertop. 膠板面料及人造石枱面。	
(iv) Type of all other fittings and equipment 所有其他裝置及設備的類型	Chrome plated brass sink mixer. 黃銅鍍鉻洗滌盆水龍頭。 Sprinkler head(s) and sounder-base smoke detector are fitted in or near open kitchen for all flats. 所有單位之開放式廚房內或附近安裝消防花灑頭及設有聲響報警基座的煙霧偵測器。			

3. INTERIOR FITTINGS 室內裝置

Item 細項	Description 描述		
Bedroom 睡房	Type and material of Fittings (including built - in wardrobe) 裝置(包括嵌入式衣櫃)的類型及用料	Not applicable. 不適用。	
Telephone 電話	Connection points 接駁點	Telephone outlets are provided. 設有電話接駁點。	
Aerials 天線	Connection points 接駁點	TV/FM outlets are provided. 設有電視及電台天線插座。	
Electrical installations 電力裝置	(i) Electrical fittings (including safety devices) 供電附件 (包括安全裝置)	Electrical fittings 供電附件	Faceplate for all switches and power sockets. 提供電掣及插座之面板。
		Safety devices 安全裝置	Three phase electricity supply distribution board completed with miniature circuit breaker and residual current device. 三相電力配電箱配置微型斷路器及漏電斷路器。
	(ii) Whether conduits are concealed or exposed 導管是隱藏或外露	Conduits are partly concealed and partly exposed ①. 導管是部份隱藏及部份外露 ①。	
	(iii) Power points and air-conditioner points 電插座及空調機接駁點	Power points and air-conditioner points are provided. 設有電插座及空調機接駁點。	
Gas supply 氣體供應	Type, system and Location 類型、系統及位置	Not applicable. 不適用。	
Washing machine connection point 洗衣機接駁點	Design 設計	50mm diameter drain point and 22mm diameter water point are provided for washing machine. 設有直徑 50 毫米的洗衣機去水接駁喉位及直徑 22 毫米的來水接駁喉位。	
Water Supply 供水	(i) Material of water pipes 水管的用料	Plastic coated copper pipes are used for cold and hot water supply system. UPVC pipes are used for flushing water system. 冷熱供水系統採用膠層保護之銅喉。沖廁水供水系統採用膠喉管。	
	(ii) Whether water pipes are concealed or exposed 水管是隱藏或外露	Water pipes are partly concealed and partly exposed ②. 水管是部份隱藏及部份外露 ②。	
	(iii) Whether hot water is available 有否熱水供應	Hot water supply to open kitchen and bathroom. Hot water supply to open kitchen and bathroom is provided by Instantaneous Water Heater (Please refer to the “appliances schedule” for the type of water heater to be provided). 開放式廚房和浴室設有熱水供應。開放式廚房及浴室之熱水由即熱式電熱水器提供(提供之熱水器的類型請參閱「設備說明表」)。	

Notes:

① Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.

② Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.

備註：

① 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋或隱藏。

② 除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋或隱藏。

4. MISCELLANEOUS 雜項

Item 細項	Description 描述			
Water meter, electricity meter and gas meter 水錶、電錶及氣體錶		Water meter 水錶	Electricity meter 電錶	Gas meter 氣體錶
	Whether they are separate or communal meters for residential properties 就住宅單位而言是獨立抑或公用的錶	Separate meter. 獨立錶。	Separate meter. 獨立錶。	Not applicable. 不適用。

5. APPLIANCES 設備

Please refer to the “Appliances Schedule”.

請參閱「設備說明表」。

APPLIANCES SCHEDULE 設備說明表

Open Kitchen Appliances 開放式廚房設備

Kitchen Appliances 廚房設備	Brand 品牌
Telescopic Cooker Hood 拉趟式抽油煙機	Siemens 西門子
Domino Flexinduction Hob 嵌入式電磁爐	Siemens 西門子
Built-In Microwave Oven with Grill 嵌入式微波燒烤爐	Siemens 西門子
Built-In Refrigerator 嵌入式雪櫃	Siemens 西門子
Built-In Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子

Split Type Air Conditioner 分體式冷氣機

Location 位置	Brand 品牌
Flats A & B Living & Dining Room A & B 單位客飯廳	Daikin 大金
Flat A & B Bedroom A & B 單位睡房	Daikin 大金
Flats C, D & E Living & Dining Room C、D & E 單位客飯廳	Daikin 大金

Bathroom Appliances 浴室設備

Location 位置	Bathroom Appliances 浴室設備	Brand 品牌
Flats A, B, C, D & E Bathroom A、B、C、D 及 E 單位浴室	Exhaust Duct Fan 抽氣風扇	Panasonic 樂聲牌
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌

Instantaneous Water Heater 即熱式電熱水器

Location 位置	Brand 品牌
Flats A, B, C, D & E Bathroom A、B、C、D 及 E 單位浴室	Stiebel Eltron 斯寶亞創
Flat E Open Kitchen E 單位開放式廚房	Stiebel Eltron 斯寶亞創

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

Development 發展項目:	The Concerto 弦雅		
Property 該物業:	Floor 樓層	3	Flat 單位 A including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位 B including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位 D including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位 E including the Flat Roof held therewith 連平台* /
	Floor 樓層	25	Flat 單位 A including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位 B including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位 C including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位 D including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位 E including the Roof held therewith 連天台*

(* delete whichever is not applicable 將不適用者刪去)

Vendor 賣方: Cloud Peak Creation Limited 雲峰創建有限公司

To: Name of Purchaser(s)
致: 買方名稱

I.D. / Passport (Please specify) / B.R. No. / The
People's Republic of China Identity Card No./
Exit/Entry Permit for Travelling to and from Hong
Kong and Macau No.
身份證 / 護照(請注明) / 商業登記證號碼 / 中華人
民共和國居民身份證號碼 / 往來港澳通行證號碼

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

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

Signature(s) of Purchaser(s) 買方簽署

Date 日期
(note to tenderer: date to be filled in by purchaser.
投標人注意：此日期由買方填上)

Confirmation regarding Estate Agent
關於地產代理之確認書

Development 發展項目: The Concerto 弦雅

Property 該物業:

Floor 樓層	3	Flat 單位	A	including the Flat Roof held therewith 連平台*
Floor 樓層	3	Flat 單位	B	including the Flat Roof held therewith 連平台*
Floor 樓層	3	Flat 單位	D	including the Flat Roof held therewith 連平台*
Floor 樓層	3	Flat 單位	E	including the Flat Roof held therewith 連平台*
Floor 樓層	25	Flat 單位	A	including the Roof held therewith 連天台*
Floor 樓層	25	Flat 單位	B	including the Roof held therewith 連天台*
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Floor 樓層	25	Flat 單位	D	including the Roof held therewith 連天台*
Floor 樓層	25	Flat 單位	E	including the Roof held therewith 連天台*

(* delete whichever is not applicable 將不適用者刪去)

Vendor 賣方: Cloud Peak Creation Limited 雲峰創建有限公司

Name of Purchaser(s)
買方名稱

I.D. / Passport (Please specify) / B.R. No. / The People's Republic of China Identity Card No./ Exit/Entry Permit for Travelling to and from Hong Kong and Macau No.
身份證 / 護照(請注明) / 商業登記證號碼 / 中華人民共和國居民身份證號碼 / 往來港澳通行證號碼

Estate Agency 地產代理公司 : _____
Estate Agent 地產代理經紀 : _____
Estate Agent Licence No. 地產代理牌照號碼: _____

The Purchaser(s) hereby confirms that the Estate Agent has introduced the Purchaser(s) to the Vendor for the purchase of the Property by a Preliminary Agreement for Sale and Purchaser on the date hereof.
買方確認經地產代理經紀介紹到賣方於本函日期簽署臨時買賣合約購買該物業。

The Purchaser(s) and the Estate Agent hereby confirm the following:
買方及地產代理經紀確認下列事項:

- The Estate Agent and the Estate Agency did not make and are not authorized or permitted by any of the Vendor and any of its holding or associate company(ies) (collectively, "Specified Entities") to make any oral or written agreement, representation, warranty or undertaking on behalf of any of the Specified Entities. Each Specified Entity shall not in any circumstances be liable in any way whatsoever to the Purchaser(s) or any party for any such agreement, representation, warranty or undertaking made by the Estate Agent or the Estate Agency and shall not in any circumstances be liable to perform the same for the Estate Agent or Estate Agency.
地產代理經紀及地產代理公司並無亦沒有獲任何賣方或其控權或有聯繫公司(統稱「指明實體」)授權或准許代任何指明實體作出任何口頭或書面的協議、陳述、保證或承諾。就地產代理經紀或地產代理公司所作出的任何協議、陳述、保證或承諾，無論在任何情況下，任何指明實體均不須向買方或任何其他人負上任何形式之責任，亦不須代地產代理經紀或地產代理公司履行。
- The Specified Entities and their staff did not and will not collect directly or indirectly from the Purchaser(s) or the Estate Agent or the Estate Agency any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. . If there are any person(s) alleging to be the staff or agent of any Specified Entity 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).
除樓價、更改買賣合約及提供資料、文件副本等手續費外，任何指明實體及其職員並無亦不會直接或間接向買方或地產代理經紀或地產代理公司收取其他費用或佣金。買方如遇任何人士以任何指明實體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，買方應向廉政公署(I.C.A.C)舉報。
- Each of the Specified Entity did not and will not authorize the Estate Agent or the Estate Agency to collect any fees or commission from the Purchaser(s).
每一指明實體並無亦不會授權地產代理經紀或地產代理公司向買方收取任何費用或佣金。
- Each Specified Entity is not and will not be involved in any disputes between the Purchaser(s) and the Estate Agent or the Estate Agency. 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 of the Property and its subsequent Formal Agreement for Sale and Purchase.
買方與地產代理經紀或地產代理公司之任何纏綿，一概與任何指明實體無關。該物業之買賣交易將嚴格按照該物業之臨時買賣合約及其後之正式買賣合約之條款進行。
- The Estate Agent and the Estate Agency are the agents of the Purchaser(s)*.
地產代理經紀及地產代理公司屬買方之代理*。
- The Chinese translation of this letter is for reference purpose only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，一概以英文文本為準。

* Please delete where inappropriate 如不適用請刪除

Signature(s) of the Purchaser(s) 買方簽署

Date 日期：

(note to tenderer: date to be filled in by purchaser.

投標人注意：此日期由買方填上)

Signature of the Estate Agent 地產代理經紀簽署

Date 日期：

Declaration of Relationship

關係聲明書

Date 日期 : (note to tenderer: date to be filled in by purchaser. 投標人注意：此日期由買方填上)

Development 發展項目: The Concerto 弦雅

Property 該物業:

Floor 樓層	3	Flat 單位	A	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	B	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	D	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	E	including the Flat Roof held therewith 連平台* /
Floor 樓層	25	Flat 單位	A	including the Roof held therewith 連天台* /
Floor 樓層	25	Flat 單位	B	including the Roof held therewith 連天台* /
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Floor 樓層	25	Flat 單位	E	including the Roof held therewith 連天台*

(* delete whichever is not applicable 將不適用者刪去)

Vendor 賣方: Cloud Peak Creation Limited 雲峰創建有限公司

		Name of Purchaser	I.D. / Passport (Please specify) / BR No. / The People's Republic of China Identity Card No. / Exit/Entry Permit for Travelling to and from Hong Kong and Macau No.
		買方名稱	身份證 / 護照(請注明) / 商業登記證號碼 / 中華人民共和國居民身份證號碼 / 往來港澳通行證號碼
1 st buyer	買家 1	_____	_____
2 nd buyer	買家 2	_____	_____
3 rd buyer	買家 3	_____	_____
4 th buyer	買家 4	_____	_____

Please ✓ the appropriate box(es) in the table below to indicate whether the Purchaser is a related party to the Vendor.
請於下表中適用的方格打 ✓ 確認買方是否賣方的有關連人士：

*Please delete where inappropriate 如不適用請刪除		Buyer 買家			
		1	2	3	4
A.	I / We* hereby confirm that I am / we are* independent third party, and am / are not a related party to the Vendor. 我 / 我們*現確認我 / 我們*是獨立的第三者，與賣方並非有關連人士。	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	I / We* hereby confirm that I am / we are* related party to the Vendor. 我 / 我們*現確認我 / 我們*是賣方之關連人士。 I / We hereby further confirm that I am / we are* 我 / 我們*現進一步確認，我 / 我們* 是：				
	a director of the Vendor 賣方的董事	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a parent of a director of the Vendor 賣方董事的父母	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a spouse of a director of the Vendor 賣方董事的配偶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a child of a director of the Vendor 賣方董事的子女	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a manager of the Vendor 賣方的經理	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a private company of which such a director, parent, spouse, child or manager is a director or shareholder 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	an associate corporation or holding company of the Vendor 賣方的有聯繫法團或控權公司	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a director of such an associate corporation or holding company 上述有聯繫法團或控權公司的董事	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a parent of a director of such an associate corporation or holding company 上述有 聯繫法團或控權公司的董事的父母	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a spouse of a director of such an associate corporation or holding company 上述有 聯繫法團或控權公司的董事的配偶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a child of a director of such an associate corporation or holding company 上述有聯繫法團或控權公司的董事的子女	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	a manager of such an associate corporation or holding company 上述有聯繫法團或控權公司的經理	□	□	□	□
Remarks 備註： “holding company of the Vendor” means - any of following: Concerto Property Development Limited, New Sigma Limited, Ambitious Power Developments Ltd, Kaisa Overseas Group Ltd, Kaisa Ventures Limited, Kaisa Group Holdings Ltd. “associate corporation”, in relation to a corporation or specified body, means - (a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body; “manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); “private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and “subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622). 「賣方的控權公司」指 - 任何下列公司：弦雅地產發展有限公司、New Sigma Limited、威志發展有限公司、佳兆業海外集團有限公司、佳兆業創投有限公司、佳兆業集團控股有限公司。 「有聯繫法團」就某法團或指明團體而言，指 - (a) 該法團或指明團體的附屬公司；或 (b) 該法團或指明團體的控權公司的附屬公司； 「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義； 「私人公司」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及 「附屬公司」指《公司條例》(第 622 章)所指的附屬公司。					

I / We* undertake to notify the Vendor in writing on any change of the above information on or prior to my / our* signing of the formal Agreement for Sale and Purchase of the Property.

我 / 我們* 承諾如我 / 我們* 在簽立該物業的正式買賣合約或之前就上述情況有任何改變，我 / 我們* 將以書面通知賣方。

Signature(s) of Purchaser(s) to confirm 買方簽署確認：

1st buyer 買家 1

2nd buyer 買家 2

3rd buyer 買家 3

4th buyer 買家 4

Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance –
Cloud Peak Creation Limited

客戶推廣及個人資料(私隱)條例的通知 – 雲峰創建有限公司

Development 發展項目:	The Concerto 弦雅			
Property 該物業:	Floor 樓層	3	Flat 單位	A including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位	B including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位	D including the Flat Roof held therewith 連平台* /
	Floor 樓層	3	Flat 單位	E including the Flat Roof held therewith 連平台* /
	Floor 樓層	25	Flat 單位	A including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位	B including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位	C including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位	D including the Roof held therewith 連天台* /
	Floor 樓層	25	Flat 單位	E including the Roof held therewith 連天台*

(* delete whichever is not applicable 將不適用者刪去)

Name of Purchaser(s)
買方名稱

I.D. / Passport (Please specify) / B.R. No.
/ The People's Republic of China Identity Card No.
/ Exit/Entry Permit for Travelling to and from Hong
Kong and Macau No.
身份證 / 護照(請注明) / 商業登記證號碼 / 中華人
民共和國居民身份證號碼 / 往來港澳通行證號碼

It may be necessary for Cloud Peak Creation Limited (collectively “we”, “us” or “our”) to use the personal information provided by you in the preliminary agreement for sale and purchase of the Property (the “Preliminary Agreement”) including but not limited to your name, telephone number and correspondence address in order to enable us to provide or continue to provide the relevant services to you. You agree and consent that the personal information provided by you to us may be used and disclosed or transferred to third party service providers by us for the purposes as shall be agreed between you and us including but not limited to processing your application and provision of services to you or as required by law from time to time. Apart from the said information, you are free to provide us with other additional personal information as per our request (collectively referred to as “your personal data”). We shall keep your personal data confidential at all times and our policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of personal data will be in accordance with Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) and are set out in this Notice. You also have the right to access and correct your personal data held by us from time to time by writing to us at the address below.

We intend to use your personal data (name, telephone number and correspondence address only, including any amendment(s) to the said personal data provided by you to us from time to time in future) as provided in the Preliminary Agreement for the purpose of direct marketing of properties of the Development (if any) via phone calls, sms and/or direct mails, but we will not so use your personal data for such purpose(s) without your consent. You may choose not to consent to our use of your personal data for any of the aforesaid direct marketing activities at any time. If you do not consent to the use of your personal data for such purpose(s) in the future, please notify Cloud Peak Creation Limited (Address: Customer and Marketing Department, 30/F, The Center, 99 Queen’s Road Central, Central, Hong Kong) in writing at any time. No fees will be charged. You may also request access to and make correction to your personal data in the same manner as described above. Please sign at the end of this Notice to indicate your agreement to such use. Should you find such use of your personal data not acceptable, please indicate your objection before signing by ticking the box below.

Should there be any discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.

為向閣下提供或持續提供有關服務，雲峰創建有限公司（合稱「我們」或「我們的」）可能需要使用閣下於該物業之臨時買賣合約（「臨時合約」）中提供的個人資料，包括但不限於閣下的姓名、電話號碼及通訊地址。閣下同意我們可就閣下同意的目的，包括但不限於處理閣下的申請及為閣下提供服務或履行法例的規定，不時使用及向第三方服務供應商披露或轉移閣下向我們所提供的個人資料。除上文所述的資料外，閣下亦可基於自願性質向我們提供我們所要求的其他資料（統稱為「閣下的個人資料」）。我們在任何時候都會把閣下的個人資料保密。有關個人資料的收集、使用、保留、披露、轉移、保安和查閱，我們的政策和慣常做法將與香港法例第 486 章《個人資料(私隱)條例》和本通知中的規定一致。閣下可不時致函至下方的地址聯絡我們要求查閱或更正我們保存的閣下的個人資料。

我們擬使用閣下於臨時合約所提供的個人資料（只限姓名、電話號碼及通訊地址，包括將來閣下不時向我們提供該等上述個人資料之任何更新資料）透過電話、電話短訊及/或郵寄方式為閣下提供有關發展項目內之物業的最新消息作直銷用途，但我們在未得到閣下的同意之前不能如此使用閣下的個人資料。閣下可隨時選擇不同意我們使用閣下的個人資料進行任何上述直銷活動。如閣下將來任何時間不同意我們使用閣下的個人資料作上述用途，閣下可隨時以書面通知雲峰創建有限公司（地址：香港中環皇后大道中 99 號中環中心 30 樓客戶及營銷部收），無須支付任何手續費。閣下亦可以上述方式要求查閱及更正閣下的個人資料。請在本通知最後部份簽署表示閣下同意如此使用閣下的個人資料。如閣下不同意，請在以下空格加上「✓」，然後簽署。

如本通知的中英文版本有任何歧義，以英文版本為準。

I/We object to the use of my/our personal data by Cloud Peak Creation Limited for promotion and direct marketing of properties of the Development.

本人/吾等反對雲峰創建有限公司使用本人/吾等的個人資料作推廣及直接促銷發展項目內之物業。

Signature(s) of the Purchaser(s) 買方簽署

Date 日期

(note to tenderer: date to be filled in by purchaser. 投標人注意：此日期由買方填上)

弦雅 THE CONCERTO
(「發展項目」 the “Development”)
附函 (吊船吊臂架及消防服務裝置)

Side Letter (Davit Arm Racks and Fire Service Installations)

物業 Property : 發展項目以下單位 the following unit of the Development:

Floor 樓層	3	Flat 單位	A	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	B	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	D	including the Flat Roof held therewith 連平台* /
Floor 樓層	3	Flat 單位	E	including the Flat Roof held therewith 連平台* /
Floor 樓層	25	Flat 單位	A	including the Roof held therewith 連天台* /
Floor 樓層	25	Flat 單位	B	including the Roof held therewith 連天台* /
Floor 樓層	25	Flat 單位	C	including the Roof held therewith 連天台* /
Floor 樓層	25	Flat 單位	D	including the Roof held therewith 連天台* /
Floor 樓層	25	Flat 單位	E	including the Roof held therewith 連天台*

(* delete whichever is not applicable 將不適用者刪去)

賣方 The Vendor : 雲峰創建有限公司 Cloud Peak Creation Limited

買方 _____ of _____
The Purchaser _____ of _____
_____ of _____

1. 買方現確認買方與賣方簽立物業的臨時買賣合約 (「臨時合約」) 前已獲通知及明白以下事項：

The Purchaser hereby acknowledges that the Purchaser has been notified and is aware of and understand the following before the Purchaser entered into the Preliminary Agreement for Sale and Purchase in respect of the Property (the “Preliminary Agreement”) with the Vendor:

- (1) 發展項目 25 樓 A、B、C 及 D 單位的的天台上有吊船吊臂架。然而，該等吊船吊臂架並非該等住宅物業的一部分，而屬公用部分的一部分。

There are davit arm racks at the roofs forming part of Flats A, B, C and D on 25th Floor of the Development. However, these davit arm racks do not form part of the aforesaid residential properties, but part of the common parts.

- (2) 發展項目的管理人於公共契約暨管理協議 (以下簡稱「公契」) 下 (i) 有權進入任何住宅物業以清潔、保養、維修、更換或改善任何吊船吊臂架；(ii) 有權於任何住宅物業的平台或天台內組裝、設置、移動、重置或拆除任何吊船吊臂系統或吊船；及(iii) 有權於任何住宅物業將吊船吊臂系統或吊船安裝、連接或豎立到吊船吊臂架上並於或自任何住宅物業的平台或天台運作吊船系統及使其進入或穿過任何住宅物業或商鋪的露台、工作平台、平台或天台的上空。吊船吊臂架的存在及吊船吊臂系統的運作可能影響住宅物業業主對其住宅物業的享用。

The Manager of the Development has a right under the Deed of Mutual Covenant and Management Agreement (the “DMC”) to enter any residential property (i) to cleanse, maintain, repair, replace or improve any davit arm rack; (ii) to assemble, set up, move, relocate or dismantle any davit arm system(s) or gondola in any flat roof or roof forming part of a residential property;

and (iii) to install, connect or erect davit arm system(s) or gondola to any davit arm rack and operate the same in and from any flat roof or roof forming part of a residential property of the Development and in or through the airspace over any balcony, utility platform, flat roof or roof forming part of a residential property or shop. The existence of the davit arm rack, the maintenance and repair thereof and the operation of the davit arm system may affect the enjoyment of the owner concerned of the residential properties.

(3) 根據發展項目公契：

According to the DMC of the Development:

(a) 業主：

The Owners:

- (i) 不得移除、竄改或變更任何消防服務裝置（註：就何謂消防服務裝置，請參閱消防安全管理計劃）；
shall not remove, tamper or alter any fire service installations (Note: Please refer to the Fire Safety Management Plan on what constitutes the fire service installations).
- (ii) 須容許消防服務裝置接受由管理人的註冊消防服務裝置承辦商進行的每年檢查及保養，及容許管理人及管理人的註冊消防服務裝置承辦商進入其住宅單位以進行該等檢查及保養；及
shall allow the fire service installations to be subject to annual check and maintenance conducted by the Manager's registered fire service installation contractor, to allow access to his Flat to the Manager and the Manager's registered fire service installation contractor for the purpose of carrying out such check and maintenance; and
- (iii) 須遵守和遵從消防安全管理計劃。
shall observe and comply with the Fire Safety Management Plan.

(b) 管理人：

The Manager:

- (i) 須協助住宅單位業主進行公契第五附件第 11(b)條提及的每年保養及檢查，及須安排及協調該等保養及檢查，並向消防署遞交保養證書；
shall assist the Owners of the Flats to carry out, and shall arrange and coordinate the annual maintenance and check referred to in paragraph 11(b) of Schedule 5 of the DMC and submit the maintenance certificate to the Fire Services Department;
- (ii) 須遵守和遵從消防安全管理計劃，並須採取其可合理地決定的行動以防止業主對消防服務裝置進行任何非法改動；
shall observe and comply with the Fire Safety Management Plan and shall take such actions as the Manager may reasonably decide to prevent Owners from carrying out any illegal alteration of the fire services installations;
- (iii) 須於公用部分（例如升降機大堂內及公眾告示板上）展示固定的通告，提醒業主及佔用人不得移除或竄改任何消防服務裝置；
shall display permanent notices at the Common Parts (such as in lift lobbies and on public notice boards) to remind Owners and occupants not to remove or tamper any fire services installations;

- (iv) 須為屬公用部分一部分的消防服務裝置安排由管理人的消防服務裝置承辦商進行的每年檢查及保養；
shall arrange annual check and maintenance against the fire services installations forming part of the Common Parts to be conducted by the Manager's registered fire service installation contractor;
- (v) 須為發展項目的管理員工安排有關消防安全管理的員工訓練（頻密程度為管理人合理地決定），包括如遇火警時他們須採取的行動；
shall arrange staff training (at a frequency to be reasonably determined by the Manager) for the management staff of the Development in relation to fire safety management including the course of actions to be carried out by them in case of fire;
- (vi) 須為發展項目安排每年進行兩次的消防演習；及
shall arrange for a fire drill of the Development to be carried out twice annually; and
- (vii) 有權為履行上述(i)至(vi)列出的責任作出任何其認為有需要或適宜的行動。
shall have the powers to do anything which it considers necessary or expedient for performing any of its duties set out in (i) to (vi) above.

2. 買方確認明白上文第 1(2)及 1(3)段內所述之條款為相關公契及消防安全管理計劃的條款之摘要，僅供參考，一切均以最後生效之公契內之條款及消防安全管理計劃（副本附於公契）中的規定作準。

The Purchaser hereby acknowledges that the provisions mentioned in paragraphs 1(2) and 1(3) above are only a summary of the DMC provisions concerned and the requirements under the Fire Safety Management Plan, which is for reference only and subject to the final effective terms of the DMC and the final effective requirements under the Fire Safety Management Plan (copy of which is annexed to the DMC).

3. 買方確認於簽訂物業的臨時合約前已獲建議細閱發展項目的售樓說明書及公契（於售樓處及發展項目的互聯網網站有所提供）及就上文提及之事項尋求專業意見。

The Purchaser hereby acknowledges that the Purchaser has been advised to, before entering into the Preliminary Agreement of the Property, peruse the Sales Brochure and the DMC of the Development (which are available at the sales office and on the website of the Development) and seek professional advice on the issues mentioned above.

4. 本函並不影響正式買賣合約項下賣方更改建築圖則的權利及該權利的概括性。

This Letter shall not prejudice the right of the Vendor under the formal sale and purchase agreement to amend the building plans and the generality of that right.

5. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本作準。

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

買方簽署 Purchaser(s)

賣方經授權簽署 Authorised Signature of Vendor

日期 Date:

(note to tenderer: date to be filled in by purchaser.)

投標人注意：此日期由買方填上)

(Only Applicable to Flat C on 25th Floor) (只適用於25樓C單位)

弦雅 THE CONCERTO

(「發展項目」 the “Development”)

有關櫃的確認函 Acknowledgement Letter regarding Cabinet

物業 Property : 發展項目以下單位 the following unit of the Development:
Floor 樓層 25 Flat 單位 C including the Roof held therewith 連天台
賣方 The Vendor : 雲峰創建有限公司 Cloud Peak Creation Limited

買方 _____ of _____
The Purchaser _____ of _____
_____ of _____

1. 在簽署物業的臨時買賣合約（「臨時合約」）前，本人／吾等，即下方簽署人，特此確認知悉物業內將設有一櫃，其大約位置將如本函附圖顯示，僅供參考。賣方保留權利不時決定及更改該櫃之設計。

Prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) of the Property, I/we, the undersigned, hereby acknowledge that there will be a cabinet in the Property, the approximate location of which will be as shown on the plan enclosed herewith. The plan is for reference only. The Vendor reserves right from time to time to decide and change the design of that cabinet.

2. 本人／吾等確認對上述事項無任何反對，並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。

I/We acknowledge that I/we do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.

3. 本文件並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約項下賣方以其他裝置、裝修物料及設備代替物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改發展項目及其任何部分之建築圖則及其他圖則設計，發展項目設計以政府相關部門批准為準。

This document shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase agreement (the “Agreement”), including without limitation to the Vendor’s right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans and the generality of those rights. The Vendor reserves the right to alter the building plans and other plans of the Development or any part thereof. The design of the Development shall be subject to the final approval of the relevant government departments.

4. 如本文件之中英文文本有任何歧義，一切以英文文本為準。

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

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

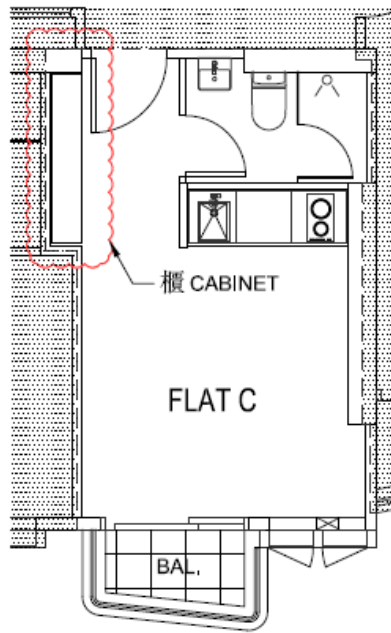
I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and accept and agree of the above.

買方簽署 Purchaser(s)

賣方經授權簽署 Authorised Signature of Vendor

日期 Date:

(note to tenderer: date to be filled in by purchaser. 投標人注意：此日期由買方填上)



比例 0 1 2 3 4 5 (m/米)
SCALE

備註:此圖僅作顯示物業內所設的櫃的大約位置,圖中所示之其他事項未必能反映其最新狀況。
Remark: This plan is for showing the approximate location of the cabinet in the Property only. Other matters shown in this plan may not reflect their latest conditions.