This template of tender documents is applicable to tender sales carried out on or after 30 May 2021 under the Sales Arrangements of the following number(s):

6

此招標文件範本適用於以下編號之銷售安排下於2021年5月30 日或之後進行之招標:

6

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

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

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER 公開招標承投購買物業

Flat B (D	uplex with Flat	Roofs, Swimming Pool and Filtration Plant Room) on
the 53 rd F	Floor and 55th F	Floor of The Residential Tower [& Car Parking Space
No	on	Floor]*, Cadogan (加多近山), 37A Cadogan Street,
Hong Ko	ng	
	the 53 rd F	the 53 rd Floor and 55 th F

Tender commences at the date and time set out in the Schedule to the Tender Notice (the "Commencement Date and Time of Tender") and closes at the date and time set out in the Schedule to the Tender Notice (the "Closing Date and Time of Tender")

(Unless previously withdrawn or sold)

Please note that the Vendor has the absolute right to change the Commencement Date and Time of Tender and/or Closing Date and Time of Tender from time to time by revising the Information on Sales Arrangements and Schedule to the Tender Notice relating to the Property.

Vendor: Wealrise Investments Limited (福騰投資有限公司)

Vendor's Solicitors: Deacons

6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

^{*} Delete as appropriate 將不適用者刪去

TENDER NOTICE

1. Wealrise Investments Limited (福騰投資有限公司) (the "Vendor") invites tender(s) for the purchase of the property described in the Particulars of the Property below (the "Property") 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") between the Commencement Date and Time of Tender and Closing Date and Time of Tender set out in the Schedule to the Tender Notice. Please note that the Vendor has the absolute right to change the Commencement Date and Time of Tender and/or Closing Date and Time of Tender from time to time by revising the Information on Sales Arrangements and Schedule to the Tender Notice relating to the Property.

PARTICULARS OF THE PROPERTY

Flat	B (Dup	olex with	Flat Ro	ofs, Swii	mming Pool	and Filtr	ation Pla	nt Room)	on the
53 rd	Floor	and 55th	Floor	of The	Residential	Tower	[& Car	Parking	Space
No		on		_Floor]*	, Cadogan (加多近山	Ĺ), 37A	Cadogan	Street,
Hon	g Kong	5							

- * Delete as appropriate
- 2. 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 F**.
- 3. Any tender must be :-
 - (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(b)(iv) to (vii) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;
 - (b) submitted together with the following documents:-
 - (i) cheque(s)/cashier's order(s) 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;
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
 - (iii) if the Tenderer is a limited company, a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation (and Certificate of Change of Name, if any) of the Tenderer;
 - (iv) a Warning to Purchaser (in the form annexed hereto as **Appendix** C) duly completed and signed by the Tenderer;

- (v) a Letter of Consent to collection of Personal Data (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
- (vi) a Letter regarding Acknowledgement relating to Flat Roof with plans (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
- (vii) a Vendor's Information Form (in the form annexed hereto as **Appendix F**) duly acknowledged by the Tenderer;
- (viii) a copy of the licence and name card of the estate agent (if any) appointed by the Tenderer; and
- (ix) 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) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non–Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope "TENDER FOR FLAT B ON 53/F & 55/F OF CADOGAN"; and
- (d) placed in the Tender Box labelled "Public Tender For Cadogan" placed on 9/F, Pioneer Centre, 750 Nathan Road, Mongkok, Kowloon from the Commencement Date and Time of Tender and at or before the Closing Date and Time of Tender (or any other date and/or time as specified by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property at the Vendor's absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property.)

The tender of the Property for Tender will proceed in accordance with the relevant Information on Sales Arrangements irrespective of whether any Tropical Cyclone Warning Signal or any Rainstorm Warning Signal is in effect at any time on any date of sale.

- 4. 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:-
 - (a) the purchase price of the Property offered by the Tenderer; and
 - (b) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
- 5. 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.

- 6. The Vendor reserves the right 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 before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor has the absolute right to change the tender closing date and/or tender closing time from time to time by revising the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the Tenderers of such change.
- 7. (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 7(b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Form of Tender and the Conditions of Sale until the expiration of the 5th working day after the Closing Date of Tender (the "Acceptance Period"). 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 the end of the Acceptance Period.
 - (b) In consideration of the provision and undertaking referred to in paragraph 7(a) above, the Vendor promises to pay each Tenderer HK\$10.00 upon receipt of a written demand from such Tenderer prior to his submission of his tender.
- 8. If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "Purchaser") and the Vendor shall sign and 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 end of the Acceptance Period.
- 9. All cheques/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 cheques/cashier's orders 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 cheques/cashier's orders will be returned within fourteen (14) days after the Closing Date and Time of Tender to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.
- 10. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
- 11. Time shall in all respects be of the essence.
- 12. Any enquiries shall be directed to hotline at telephone no. 6011 1111. 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.
- 13. Any statement, whether oral or written, made and any action taken by the Vendor or any of their respective 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.

- 14. 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).
- 15. Tenderers are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property for Tender is still available for tender on a relevant date of sale. Although the Property for Tender may be available for tender on a relevant date of sale, it may become unavailable during, on or after that relevant date of sale because the Vendor may have accepted a previous tender within the Acceptance Period of such previous tender exercise. Please also note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender. Notwithstanding anything to the contrary contained herein, all costs and expenses arising from or in connection with the submission of the Tender Document shall be borne by the Tenderer, regardless of whether the Property for Tender is available for tender on a relevant date of sale.

Date:			

Time shall in all respects be of the essence of this Tender Document.

16.

Schedule to the Tender Notice

Tender No.:	Commencement date an	d time of tender	Closing date and time of tender		
	Date (Day / Month / Year)	Time	Date (Day / Month / Year)	Time	
SA6-1	30/5/2021	11:00 a.m.	30/5/2021	6:00 p.m.	
SA6-2	31/5/2021	11:00 a.m.	31/5/2021	6:00 p.m.	
SA6-3	1/6/2021	11:00 a.m.	1/6/2021	6:00 p.m.	
SA6-4	2/6/2021	11:00 a.m.	2/6/2021	6:00 p.m.	
SA6-5	3/6/2021	11:00 a.m.	3/6/2021	6:00 p.m.	
SA6-6	4/6/2021	11:00 a.m.	4/6/2021	6:00 p.m.	
SA6-7	5/6/2021	11:00 a.m.	5/6/2021	6:00 p.m.	
SA6-8	6/6/2021	11:00 a.m.	6/6/2021	6:00 p.m.	
SA6-9	7/6/2021	11:00 a.m.	7/6/2021	6:00 p.m.	
SA6-10	8/6/2021	11:00 a.m.	8/6/2021	6:00 p.m.	
SA6-11	9/6/2021	11:00 a.m.	9/6/2021	6:00 p.m.	
SA6-12	10/6/2021	11:00 a.m.	10/6/2021	6:00 p.m.	
SA6-13	11/6/2021	11:00 a.m.	11/6/2021	6:00 p.m.	
SA6-14	12/6/2021	11:00 a.m.	12/6/2021	6:00 p.m.	
SA6-15	13/6/2021	11:00 a.m.	13/6/2021	6:00 p.m.	
SA6-16	14/6/2021	11:00 a.m.	14/6/2021	6:00 p.m.	
SA6-17	15/6/2021	11:00 a.m.	15/6/2021	6:00 p.m.	

TENDER SUBMISSION CHECKLIST

Item Document

- 1) Form of Tender (**Appendix A**) duly completed and Submit in DUPLICATE signed by the tenderer(s) and attached with:-
 - (a) Tender Notice
 - (b) Conditions of Sale (Appendix B)
- 2) Warning to Purchaser (**Appendix C**) duly completed and Submit in DUPLICATE signed by the Tenderer
- 3) Letter of Consent to collection of Personal Data Submit in DUPLICATE (Appendix D) duly completed and signed by the Tenderer
- 4) Letter regarding Acknowledgement relating to Flat Roof Submit in DUPLICATE with plans (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer
- 5) Vendor's Information Form (**Appendix F**) duly Submit in DUPLICATE acknowledged by the Tenderer
- 6) cheque(s)/cashier's order(s) made payable to "DEACONS" for the sum equivalent to 5% of the purchase price
- 7) copy of the HKID Card / Passport (for individual) OR copy of the Business Registration Certificate and a copy of the Certificate of Incorporation (for company) (and Certificate of Change of Name, if any) of the Tenderer
- 8) a copy of the licence and name card of the estate agent (if any) appointed by the Tenderer
- 9) (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) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1)

FORM OF TENDER

Plan	t Rooi	m) on the 53 rd Floor and 55 th Floor of The Residential Tower [& Car Parking Space onFloor]*, Cadogan (加多近山), 37A Cadogan Street, Hong Kong
(the	"Proj	perty") as one transaction subject to the terms and conditions contained in the otice and the Conditions of Sale as respectively attached hereto.
То:		lrise Investments Limited (福騰投資有限公司) "Vendor")
1.	I/We	2,
	(HK	ID Card No./Passport No./Business Registration No
	of_	
	indiv Con	istered office for a company(ies)/correspondence address in Hong Kong for vidual(s)), having read the Tender Notice (including the Appendix thereto) and the ditions of Sale, hereby irrevocably offer to purchase the Property from the Vendor at burchase price of HONG KONG DOLLARS
		litions as more particularly set forth in the Tender Notice and the Conditions of Sale.
2.		Purchase Price shall be paid by me/us in the following manner, if this Tender is pted by the Vendor,
	(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;
	(b)	HK\$, which is equal to 5% of the Purchase Price, being further deposit shall be paid within 30 days after the Vendor's acceptance of this Tender; and
	(c)	HK\$, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within 120 days after the Vendor's acceptance of this Tender.

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the 120th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor.

- 3. If this Tender is accepted, 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.
- 4. I/We enclose the following documents with this Tender :-

 - (b) a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate;
 - (c) a Warning to Purchaser (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
 - (d) a Letter of Consent to collection of Personal Data (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;
 - (e) a Letter regarding Acknowledgement relating to Flat Roof with plans (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;
 - (f) a Vendor's Information Form (in the form annexed to the Tender Notice as **Appendix F**) duly acknowledged by me/us;
 - (g) a copy of the licence and name card of the estate agent (if any) appointed by me/us; and
 - (h) (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) a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case the Tenderer being a non-Hong Kong Company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
- 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:-
 - (a) pay the further deposit, and the balance of the Purchase Price at the times stipulated in Paragraph 2 above; and
 - (b) complete the purchase of the Property in accordance with the Conditions of Sale.

Dated this	day of	2021.	
Name of Tender	er:		
Signature(s) of Name(s) and Signatured Signatured Signatured Signature :	gnature(s) of		
HKID No./Pass Business Regist of Tenderer:			
Correspondence in Hong Kong of Tenderer:	Address		
Tel. No. of Tend	lerer :		
Facsimile No. o	f Tenderer :		
Name(s) of cont of Tenderer :	ract person(s)		
Name of Estate (if any) appointed Tenderer:	ed by		
Licence No. of Agent (if any) a by Tenderer (with copy of Edlicence attached	ppointed state Agent's		
Contact Details Estate Agent (if appointed by Te	any)		

ACCEPTANCE OF OFFER BY VENDOR

The	above	offer	is	accepted	by	the	Vendo	r on	the				day	of
				2021 subj	ect to	the	Tender	Notice,	the	Form	of	Tender	and	the
Cond	ditions of	f Sale.												
								_ F	For a	nd on 1	heha	olf of		
												ments L	imite	ed
												公司)		

Appendix B

CONDITIONS OF SALE

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 8 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 "Agreement").

1. In this Agreement:

"business day"

means a day -

- (i) that is not a Saturday, Sunday or public holiday; and
- (ii) on which banks are open for business in the Hong Kong Special Administrative Region.

"Development"

means the entire development on the land comprising a residential tower, a carpark tower, shops, communal and recreational facilities, common areas and common facilities that has been constructed or in the course of being constructed on the land known as "CADOGAN (加多近山)".

"Government Grant"

Government Lease, the particulars of which are as follows:-

- (a) Parties: Queen Victoria of the one part and Catchick Paul Chater of the other part
- (b) Date: the 19th day of February 1885
- (c) Term: 999 years commencing from the 24th day of September 1883
- (d) User: subject to usual offensive trade restrictions
- (e) Lot number: Inland Lot No.905

"land"

means means all those pieces or parcels of land known and registered in the Land Registry respectively as The Remaining Portion of Subsection 8 of Section A of Inland Lot No.905, Section N of Subsection 1 of Section A of Inland Lot No.905, Section K of Subsection 1 of Section A of Inland Lot No.905, Section L of Subsection 1 of Section A of Inland Lot No.905, Section P of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section J of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section O of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section D of Subsection 1 of Section A of Inland Lot No.905, Section A of Subsection 1 of Section A of Inland Lot No. 905, The Remaining Portion of Subsection 2 of Section A of Inland Lot No.905, Subsection 1 of Section B of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section A of Subsection 3 of Section A of Inland Lot No.905, The Remaining Portion of Section B of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 3 of Section A of Inland Lot No.905, The Remaining Portion of Section E of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 5 of Section A of Inland Lot No.905, Subsection 1 of Section E of Subsection 1 of Section A of Inland Lot No. 905, The Remaining Portion of Section A of Subsection 5 of Section A of Inland Lot No.905, The Remaining Portion of Section F of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 6 of Section A of Inland Lot No.905, Subsection 1 of Section F of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Section A of Subsection 6 of Section A of Inland Lot No.905, Section C of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 4 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 9 of Section A of Inland Lot No.905, The Remaining Portion of Section R of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section Q of Subsection 1 of Section A of Inland Lot No.905, The Remaining Portion of Subsection 1 of Section A of Subsection 9 of Section A of Inland Lot No. 905, The Remaining Portion of Section Q of Subsection 1 of Section A of Inland Lot

No.905 and The Remaining Portion of Section A of Subsection 9 of Section A of Inland Lot No.905. "office hours" means the period beginning at 10 a.m. of a day and ending at 4:30 p.m. of the same day. "Property" means the Property as defined in the Form of Tender. "Purchase Price" means the purchase price as defined in the Form of Tender. "Purchaser" means the successful tenderer whose tender in respect of the Property is accepted by the Vendor. "Tender Notice" means the Tender Notice annexed hereto. "Vendor" means Wealrise Investments Limited. "Vendor's Solicitors" means Messrs. Deacons. "Vendor's Solicitors' Office" means 6th Floor, Alexandra House, 18 Chater Road, Central Hong Kong. In this Agreement:-"saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621); the floor area of an item under clause 42(a) is calculated in accordance with section 8(3) of that Ordinance; and the area of an item under clause 42(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. (c) Time is in every respect of the essence of this Agreement. The Purchase Price of the Property is HK\$, which shall be paid by the Purchaser to the Vendor in the manner as follows:-Preliminary Deposit in the sum of HK\$_____, which is equal to 5% of the Purchase Price shall be paid (a) upon signing of this Agreement (i.e. the Vendor's signing of the Notice of Acceptance). Further deposit in the sum of HK\$_____, which is equal to 5% of the Purchase Price shall be paid within 30 days after signing of this Agreement (i.e. the Vendor's signing of the Notice of Acceptance). (b) , which is equal to 90% of the Purchase Price shall be (c) Balance of Purchase Price in the sum of HK\$_____ paid within 120 days after signing of this Agreement (i.e. the Vendor's signing of the Notice of Acceptance). Remark: The above amounts will be completed by the Vendor. Pursuant to paragraph 9 of the Tender Notice, if a tender is accepted, the cashier's order(s) and/or cheque(s) in a (total) sum which constitutes 5% of the Purchase Price submitted along with Form of Tender (with Tender Notice and these Conditions attached thereto) will be treated as preliminary deposit ("Preliminary Deposit") payable by the Purchaser. The sale and purchase shall be completed at the office of the Vendor's Solicitors during office hours on or before (i.e. within 120 days after signing of this Agreement). Remark: The above date will be completed by the Vendor. On completion of the sale and purchase, the Vendor and all other necessary parties (if any) will execute a proper (a) assurance of the Property to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances but subject to the Government Grant. (b) The Assignment to the Purchaser shall contain the following covenants:-"The Purchaser covenants with the Vendor for itself and as agent for Wealrise Investments Limited ("the developer") (which expression shall include their respective successors assigns (other than the Purchaser) and attorneys) for the purpose of enabling the developer to exercise all or any of the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted under Clause (1:07) of the Deed of Mutual Covenant and Management Agreement dated the 3rd day of December 2014 relating to the building of which the Property forms part ("the Deed of Mutual

2.

3.

4.

5.

6.

7.

Covenant") and to the intent that these covenants shall run with the Property and be binding on the Purchaser his executors administrators successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") and shall enure for the benefit of the Development and be enforceable by the Vendor and/or the developer (as the case may be) and their successors and assigns that:-

- (i) the Covenanting Purchaser grants confirms and acknowledges the covenants, rights, liberty, privileges, entitlements, exceptions and reservations granted and conferred on the developer under Clause (1:07) of the Deed of Mutual Covenant and the Covenanting Purchaser shall not do or permit anything to be done which will in any way affect or hinder the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer;
- (ii) the Covenanting Purchaser shall, if required by the developer, do everything necessary, including giving express consents in writing to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer, to facilitate the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations by the developer;
- (iii) in order to secure the performance of the covenants contained in the said Clause (1:07), the Covenanting Purchaser hereby (jointly and severally) expressly and irrevocably appoints the developer to be his attorney (with full power of substitution and delegation and, who may act through such officers, employees, agents, nominees and any substitute attorneys as the developer from time to time appoints) and grants unto the developer the full right power and authority to give all consents and to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the said covenants, rights, liberty, privileges, entitlements, exceptions and reservations conferred on the developer as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to do all acts deeds matters and things and to execute sign seal and deliver such deed or deeds and to sign such documents or instruments as may be necessary to give effect to such appointment and grant and will ratify and confirm all that the developer shall lawfully do or cause to be done and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death incapacity or the winding up (as the case may be) of the Covenanting Purchaser; and
- (iv) in the event of the Covenanting Purchaser selling or otherwise disposing of the Property, the Covenanting Purchaser shall sell or otherwise dispose of the Property upon the condition that the purchaser or assignee thereof shall enter into the same binding covenants on terms substantially the same in scope and extent as the covenants (i), (ii) and (iii) hereinbefore contained and this covenant (iv)

PROVIDED that upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii) and (iv) hereinbefore contained."

- 8. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such_rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.
- 9. (a) The Purchaser shall at any time before completion of the sale and purchase be at liberty to :-
 - (i) subject to sub-clause (b) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor;
 - (ii) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors;
 - (iii) instruct any firm of solicitors of his choice to act for him in this Agreement and/or the subsequent Assignment to the Purchaser; in which event, each party shall pay its own solicitors' costs of and incidental to this Agreement and/or the subsequent Assignment to the Purchaser (including all legal costs and disbursements of or incidental to the preparation, completion, stamping and registration of this Agreement and the subsequent Assignment).
 - (b) The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other

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

- 10. The Vendor warrants:-
 - (a) that the fittings, finishes and appliances as set out in Appendix 1 to this Agreement will be incorporated into the Property;
 - (b) that the Property will be as shown on the plan(s) attached to this Agreement and the measurements of the Property will be those set out in clause 42; and
 - (c) that the Vendor shall provide the communal and recreational facilities as set out in clause 43.
 - [(d) The Vendor also warrants that the parking space constituting the Property will be as shown on the plan attached to this Agreement and the area of such parking space to be measured from the centre of its demarcating lines or (if applicable) the interior face of the enclosing walls is as follows:-

[] square metres /	[] s	quare feet.]

- * Delete as appropriate.
- 11. (a) The Vendor's Solicitors are the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase money payable upon completion.
 - (b) The Vendor declares that the payment to such agents of any deposit, instalments of the purchase moneys (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations under this Agreement.
 - (c) The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it:-
 - (i) is in writing addressed to the Purchaser; and
 - (ii) is delivered to the Purchaser or his solicitors, at least seven clear days prior to completion; and
 - (iii) specifically identifies this Agreement.
- 12. The Vendor shall incorporate into the Property the fittings, finishes and appliances as follows:-

Please refer to Appendix 1 to this Agreement.

- 13. A due proportion of the cost of preparing, completing and registration of the Deed of Mutual Covenant and Management Agreement (including plans) of the Development and all costs for preparing certified true copies of title deeds and documents (including legal costs), Agreement and Assignment plan fees, registration fees and all other disbursements payable in relation to the sale and purchase of the Property shall be borne and paid by the Purchaser solely. The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common areas or common parts of the Development, advance payment of management fees, management fee deposits, debris removal fee, special fund and other miscellaneous deposit(s) / fund(s), etc. paid or payable under the Deed of Mutual Covenant and Management Agreement of the Development, whether or not such deposits and special fund are transferrable or refundable under the Deed of Mutual Covenant and Management Agreement.
- 14. The ad valorem stamp duty, if any, payable on this Agreement and the Assignment shall be borne by the Purchaser.
- 15. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne by the Purchaser.
- 16. The buyer's stamp duty, if any, payable on this Agreement and the Assignment shall be borne by the Purchaser.
- 17. If and so long as there is a mortgage of or charge on the Property, any part of the Purchase Price shall be paid to the Vendor's

Solicitors as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case the Vendor's Solicitors may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge.

- 18. The further deposit and the balance of the Purchase Price shall be paid by the Purchaser by way of a cashier order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.
- 19. Without prejudice to any other remedy available to the Vendor, the Vendor is entitled to demand and receive payment of interest on the amount of any part of the purchase price not paid on its due date in accordance with the terms of this Agreement at the rate 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time.
- 20. (a) The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase under clause 6 remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 12, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
 - (b) The Vendor undertakes with the Purchaser to use its best endeavours to enforce all defects and maintenance obligations under all contracts relating to the construction of the Development in so far as such defects relate to or affect the Property or the common areas or common parts and common facilities of the Development.
- 21. (a) Subject to sub-clause (b) below and without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
 - (b) The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
 - (c) The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property, pay the cost of such certified copies.
 - (d) If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale on giving to the Purchaser or his Solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the deposit and other sums of money forming part of the purchase price already paid but without interest, costs or compensation.
 - (e) Such of the documents of title as relate exclusively to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by the Vendor who shall, if so required on the completion of the sale and purchase, give to the Purchaser a covenant for the safe custody of the documents and for production and delivery of copies of those documents at the expense of the Purchaser, such covenant to be prepared by the Purchaser.
- 22. (a) Should the Purchaser fail to observe or comply with any of the terms and conditions contained in this Agreement or to make the payments in accordance with clause 4 or any interest payable under this Agreement within 7 days after the due date, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. If the Purchaser fails within 21 days after the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement and in such event:-
 - (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor is entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser in the Property and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

- (b) Upon determination of this Agreement pursuant to sub-clause (a), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses.
- (c) On the Vendor exercising its right of determination or rescission to determine and/or rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register in the Land Registry an instrument signed by the Vendor alone to determine and/or rescind and/or annul the sale and purchase of the Property (which shall be sufficient to rescind and/or annul the sale and purchase of the Property) and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to terminate and/or rescind and/or annul this Agreement and so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person this Agreement shall be deemed to have been duly terminated and/or rescinded and/or annulled and the remedy (if any) of the Purchaser against the Vendor shall be in damages only. If the Purchaser shall have entered into possession of the Property, he shall forthwith deliver up possession of the Property to the Vendor.
- 23. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions of this Agreement, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.
- 24. (a) The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance.
 - (b) It is hereby certified that the transaction effected by this Agreement does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$

Remark: The above amount will be completed by the Vendor.

- 25. The matters specified in Section 29B(5) of the Stamp Duty Ordinance are contained in Appendix 2 to this Agreement.
- 26. The agreed consideration for the conveyance on sale in respect of the Property is set out in clause 4 of this Agreement.
- 27. The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence address or telephone number.
- 28. Any notice required to be given under this Agreement :-
 - (a) is deemed to have been validly given to a party if:-
 - (i) the notice is addressed to the party; and
 - (ii) the notice is sent by ordinary prepaid post to :-
 - (A) the party's address stated in this Agreement; or
 - (B) the party's last known address (where a notification of change of address has previously been given to the other party or the other party's solicitors); and
 - (b) is deemed to have been served on the second business day after the date of posting.
- 29. If any date stipulated for payment in this Agreement or the day on which completion of the sale and purchase is to take place as provided in this Agreement falls on a day that is not a business day or on a day on which Typhoon Signal No.8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m., such date for payment or completion of the sale and purchase is automatically postponed to the immediately following day that is a business day and on which no Typhoon Signal No.8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between the hours of 9 a.m. and 5 p.m.
- 30. This Agreement is a binding agreement.
- 31. This 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.

- 32. The Property is sold on as "as is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand. The Purchaser acknowledges and hereby confirms that he is fully satisfied with the state and condition of the Property and will accept the same upon completion. On completion, the Purchaser shall be entitled to vacant possession of the Property.
- 33. Immediately after the signing of the Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.
- 34. In the event of the winding-up (whether voluntary or otherwise) or dissolution of the Vendor, the benefit and rights of and in all warranties and guarantees under all contracts relating to the construction of the Development shall be assigned by the Vendor to the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) or if no such corporation exists to the manager of the Development for the time being to be held in trust for the Purchaser and all other purchasers of units in the Development.
- 35. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.14121602560023.
- 36. If the Property under this Agreement consists of a residential unit as well as any parking space(s), such property shall be covered by one single subsequent assignment.
- 37. The Vendor reserves the right to rectify any errors and omissions in the calculation of Purchase Price and the payment terms of the Property.
- 38. Clauses 10, 14, 15, 16, 20, 21(e) and 34 will survive completion of the sale and purchase by the Assignment.

39.	The I	Purchaser hereby confirms that (please select one of the following):-
		the Vendor has made the Property available for viewing by the Purchaser prior to the signing of this Agreement and the Purchaser has viewed the Property prior to the signing of this Agreement.
		the Vendor has made the Property available for viewing by the Purchaser prior to the signing of this Agreement. However, the Purchaser decided not to view the Property prior to the signing of this Agreement after due consideration and in pursuance of its own free will and choice.
		it is not reasonably practicable for the Property or any comparable residential property to be viewed by the Purchaser and the Purchaser hereby agrees that the Vendor is not required to make the Property or any comparable residential property available for viewing by the Purchaser before the Property is sold to the Purchaser.
40.	The I	Purchaser hereby makes the following declaration (please select one of the following):-
		The Purchaser is a related party* of the Vendor.
		The Purchaser is not a related party* of the Vendor.
		* A person is a related party to the Vendor if the person is (i) a director of the Vendor, or a parent, spouse or child of such a director; (ii) a manager of the Vendor; (iii) a private company of which such a director, parent, spouse, child

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

Remarks:

"holding company of the Vendor" means Kowloon Development Company Limited and Elegant Florist Limited

"associate corporation" in relation to a corporation or specified body, means -

of such an associate corporation or holding company.

- (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).

41. Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this 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 Agreement.

42.	The	measurements of the Property are as follows:-
	(a)	the saleable area of the Property is 165.181 square metres / 1,778 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) * E	*[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 square metres / square feet]; *[the area of the stairhood is 9.363 square metres / square feet]; *[the area of the terrace is square metres / square feet]; *[the area of the yard is square metres / square feet]. *[the area of the yard is square metres / square feet].
43.	The	communal and recreational facilities are as follows:-
	- - - - -	Covered landscape and sitting area Gymnasium Game room and study room Swimming pool Sauna (in Male and Female changing rooms) Male lavatory and changing rooms Female lavatory and changing rooms

Appendix 1: Fittings, Finishes and Appliances

Fittings

1. Doors

Main Entrance

Solid core timber door with wood veneer and fitted with lockset, door viewer and concealed door closer.

Redroom

Timber door with wood veneer, and fitted with lockset.

Bathroom

- (i) For the master bathroom at
 - Flat A at 6/F to 27/F & 29/F to 52/F (13/F, 14/F, 24/F, 34/F, 44/F are omitted);
 - Flat E at 6/F to 27/F & 29/F to 47/F (13/F, 14/F, 24/F, 34/F, 44/F are omitted);
 - Flat C at 48/F to 52/F; Duplex Flat A at 55/F and Duplex Flat B at 55/F; and

For the bathroom at

- Flat A at 6/F to 27/F & 29/F to 52/F (13/F, 14/F, 24/F, 34/F, 44/F are omitted); and
- Bedroom 1 of Duplex Flat A at 55/F,

Timber door with wood veneer, and fitted with lockset.

(ii) For other bathrooms

Timber door with wood veneer and timber louver, and fitted with lockset.

Kitchen

- (i) For kitchen of Flat A at 6/F to 27/F & 29/F to 52/F (13/F, 14/F, 24/F, 34/F, 44/F are omitted) Stainless steel door with glass panel are installed.
- (ii) For other kitchens (except open kitchen)
 Solid core timber door with wood veneer, and fitted with glass panel.

Store

Timber door with wood veneer.

Balcony

Glass door with PVF2 coated aluminum frame, and fitted with lockset.

Utility Platform

Glass door with PVF2 coated aluminum frame, and fitted with lockset.

Flat Roof

Glass door with PVF2 coated aluminum frame, and fitted with lockset.

Filtration Plant Room

Solid core timber doors with plastic laminated (outer door fitted with lockset).

2. Bathroom

- (a) For master bathroom (except master bathrooms at Flat A of Duplex 53/F and 55/F, Flat B of 55/F) (include bathrooms at Flat A of 55/F)
 - Stone finish wash basin with chrome plated basin mixer;
 - Natural stone countertop and wooden basin cabinet;
 - Vitreous china water closet;
 - Enameled cast iron bathtub with chrome plated bathtub mixer;
 - Chrome finish towel rack and paper holder are provided; and
 - Exhaust fan is provided.

(b) For Bathrooms (except bathroom at Flat A of 55/F)

- Stone finish wash basin with chrome plated basin mixer;
- Natural stone countertop and wooden basin cabinet;
- Vitreous china water closet;
- Chrome finish shower mixer, glass shower cubicle;
- Chrome finish towel rack and paper holder are provided; and
- Exhaust fan is provided.

(c) For bathroom connected to store or pantry, or adjacent to store

- Vitreous china water basin with chrome plated basin mixer;
- Vitreous china water closet;
- Chrome finish paper holder is provided; and
- Exhaust fan is provided.

(d) For master bathrooms at Flat A of Duplex 53/F and 55/F, Flat B of 55/F

- Stone finish wash basin with chrome plated basin mixer;
- Natural stone countertop and wooden basin cabinet;
- Vitreous china water closet;
- Enameled cast iron bathtub with chrome plated bathtub mixer;
- Chrome finish shower mixer, glass shower cubicle;
- Chrome finish towel rack and paper holder are provided; and
- Exhaust fan is provided.

3. Kitchen

Kitchen cabinets with stainless steel sink with chrome plated hot and cold sink mixer.

4. Telephone and TV/FM Outlet

Telephone outlets and TV/FM outlets are provided in living room and all bedrooms.

5. Town Gas Supply

Town Gas points are provided in kitchen and connected to built-in gas hob and gas water heater except flats with open kitchen. Those flats with open kitchen with no gas supply.

6. Water Supply

Copper pipes for both hot and cold water.

7. **Home Automation**

Touch screen control panel.

Finishes

1. Internal wall and ceiling

(a) Living Room, Dining Room and Bedroom

Walls and ceiling of living room, dining room, and bedroom finished with emulsion paint.

(b) Bathroom

- (i) For master bathroom and bathroom: Wall finished with natural stone up to false ceiling; ceiling finished with gypsum board false ceiling.
- (ii) Bathroom connected with pantry or store: Wall finished with tiles up to false ceiling; ceiling finished with aluminum false ceiling.

(c) Kitchen

(i) Kitchen (except Open Kitchen): Walls finished with tiles, stainless steel panel and natural stone up to false ceiling; ceiling finished with aluminum false ceiling and gypsum board false ceiling.

(ii) Open Kitchen: Wall finished with tiles, stainless steel panel and natural stone up to false ceiling; ceiling finished with gypsum board false ceiling.

(d) Balcony

Wall finished with ceramic tile. Ceiling finished with aluminum false ceiling.

(e) Utility Platform

Wall finished with ceramic tile. Ceiling finished with plaster and paint.

2. <u>Internal floor</u>

(a) Living Room, Dining Room and Bedroom

Living room, dining room and bedroom finished with engineering wood flooring and natural stone with wood skirting.

(b) Bathroom

- (i) For master bathroom and bathroom: Floor finished with natural stone.
- (ii) Bathroom connected with pantry or store: Floor finished with tiles.

(c) Kitchen

- (i) Kitchen (except Open Kitchen): Floor finished with natural stone.
- (ii) Open Kitchen: Floor finished with natural stone.

(d) Balcony

Floor finished with homogenous tiles with tempered glass balustrade.

(e) Utility Platform

Floor finished with homogenous tiles with metal balustrade.

Appliances

1. For Flats A of 6/F to 27/F, 29/F to 47/F (13/F, 14/F, 24/F, 34/F and 44/F are omitted)

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven;
- Gas Cooking Hob;
- Electric Induction Hob;
- Exhaust Hood;
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler;
- Circulation Type Gas Water Heater;
- Exhaust Fan;
- Thermo Ventilator.

2. For Flats B, C, & D of 6/F to 27/F, 29/F to 47/F (13/F, 14/F, 24/F, 34/F and 44/F are omitted)

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven;
- Electric Induction Hob;
- Exhaust Hood;
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler;
- Electric Water Heater for sink;
- Thermo Ventilator;
- Electric Water Heater.

3. For Flats E of 6/F to 27/F, 29/F to 47/F (13/F, 14/F, 24/F, 34/F and 44/F are omitted):

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven
- Gas Cooking Hob;
- Exhaust Hood
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler;
- Circulation Type Gas Water Heater;
- Exhaust Fan;
- Thermo Ventilator.

4. For Flats A of 48/F to 52/F:

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven;
- Gas Cooking Hob;
- Gas Cooking Hob (single ring);
- Exhaust Hood;
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler;
- Circulation Type Gas Water Heater;
- Electric Induction Hob;
- Exhaust Fan;
- Thermo Ventilator.

5. For Flats B of 48/F to 52/F:

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven;
- Gas Cooking Hob;
- Gas Cooking Hob (single ring);
- Exhaust Hood;
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler;
- Circulation Type Gas Water Heater;
- Exhaust Fan;
- Thermo Ventilator.

6. For Flats C of 48/F to 52/F:

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Microwave Oven;
- Oven;
- Gas Cooking Hob;
- Gas Cooking Hob (single ring);
- Exhaust Hood;
- 2 in 1 Electrical Washer and Dryer;
- Wine Cooler 酒櫃;
- Circulation Type Gas Water Heater;
- Exhaust Fan;
- Thermo Ventilator.

7. For Flat A of 53/F & 55/F:

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Oven;
- Gas Cooking Hob;

- Exhaust Hood;
- Wine Cooler;
- Gas Cooking Hob (single ring);
- Combi-steam Oven;
- Exhaust Fan;
- Electrical Washing Machine;
- Electrical Condensation Dryer;
- Circulation Type Gas Water Heater;
- Thermo Ventilator.

8. For Flat B of 53/F & 55/F:

- VRF Inverter Multi Split Type Air-Conditioner;
- Refrigerator;
- Oven;
- Gas Cooking Hob;
- Exhaust Hood;
- Wine Cooler;
- Gas Cooking Hob (single ring);
- Combi-steam Oven;
- Exhaust Fan;
- Electrical Washing Machine;
- Electrical Condensation Dryer;
- Circulation Type Gas Water Heater;
- Thermo Ventilator.

Appendix 2: Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance (Cap.117):

(a) (1) Name of the Vendor – WEALRISE INVESTMENTS LIMITED (福騰投資有限公司)

Address/Registered Office of the Vendor – 23rd Floor, Pioneer Centre, 750 Nathan Road, Kowloon, Hong Kong

(2) Name of the Purchaser - see Paragraph 1 of the Form of Tender

Address/Registered Office of the Purchaser – see Paragraph 1 of the Form of Tender

- (b) (1) Identification Number of the Vendor Not applicable
 - (2) Identification Number of the Purchaser see Paragraph 1 of the Form of Tender (if applicable)
- (c) (1) Business Registration Number of the Vendor 16047414
 - (2) Business Registration Number of the Purchaser see Paragraph 1 of the Form of Tender (if applicable)
- (d) Description and location of the Property see the Form of Tender
- (e) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
- (f) Date of this Agreement –
 See the date of the Notice of Acceptance by Vendor
- (g) This Agreement was not preceded by any Preliminary Agreement for Sale and Purchase on the same terms made between the Vendor and the Purchaser.
- (h) There is an agreed date for the conveyancing on sale or assignment of the Property as set out in Clause 6 of the Conditions of Sale.
- (i) There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is set out in Clause 4 of the Conditions of Sale.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, to any person for or in connection with this Agreement or any conveyance on sale or assignment pursuant to this Agreement (excluding legal expenses).

LOT NO.:

I.L 905 S.A ss.8 RP, I.L 905 S.A ss.1 S.N,

I.L 905 S.A ss.1 S.K, I.L 905 S.A ss.1 S.L,

I.L 905 S.A ss.1 S.P, I.L 905 S.A ss.1 S.J RP,

I.L 905 S.A ss.1 S.O RP, I.L 905 S.A ss.1 S.D RP,

I.L 905 S.A ss.1 S.B RP, I.L 905 S.A ss.2 RP,

I.L 905 S.A ss.1 S.B RP, I.L 905 S.A ss.3 S.A RP,

I.L 905 S.A ss.1 S.B RP, I.L 905 S.A ss.3 RP,

I.L 905 S.A ss.1 S.E RP, I.L 905 S.A ss.5 RP,

I.L 905 S.A ss.1 S.E RP, I.L 905 S.A ss.5 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,

I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.9 RP,

I.L 905 S.A ss.1 S.R RP, I.L 905 S.A ss.1 S.Q ss.1 RP,

I.L 905 S.A ss.1 S.R RP, I.L 905 S.A ss.1 S.Q ss.1 RP,

I.L 905 S.A ss.9 S.A ss.1 RP, I.L 905 S.A ss.1 S.Q RP,

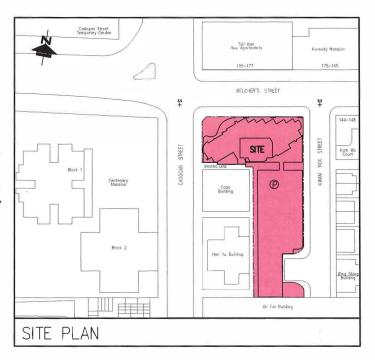
I.L 905 S.A ss.9 S.A RP,

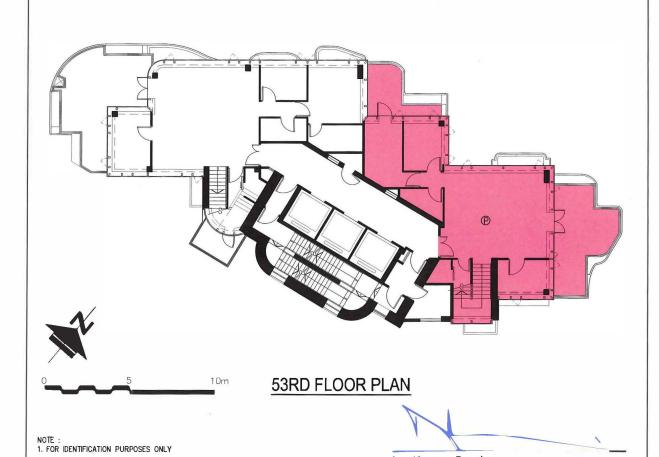
NOS. 37A, 37B CADOGAN STREET & NO. 150 BELCHER'S ST., HONG KONG

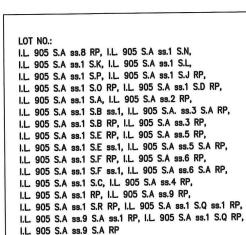


UNIT DIAGRAM







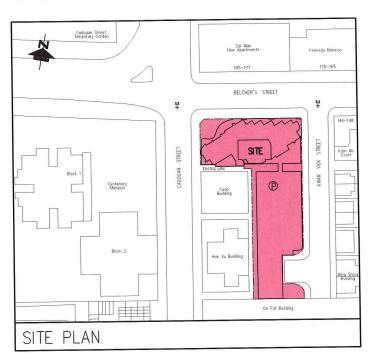


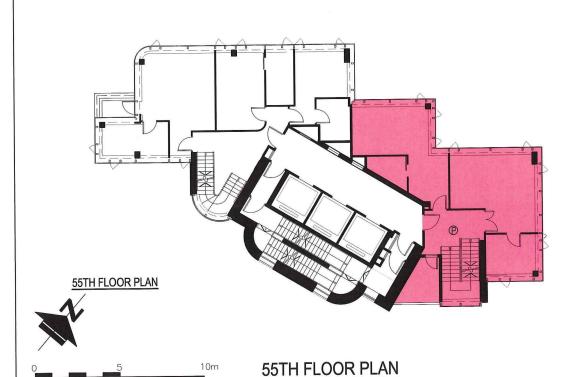
NOS. 37A, 37B CADOGAN STREET & NO. 150 BELCHER'S ST., HONG KONG



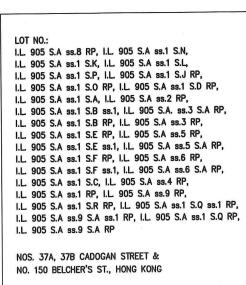
UNIT DIAGRAM







NOTE:
1. FOR IDENTIFICATION PURPOSES ONLY



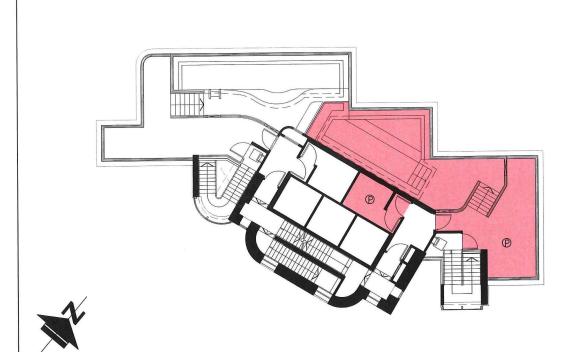
P = PINK

UNIT DIAGRAM

FLOOR A B

ROOF P





10m

ROOF FLOOR PLAN

NOTE:
1. FOR IDENTIFICATION PURPOSES ONLY

LOT NO.:

I.L 905 S.A ss.8 RP, I.L 905 S.A ss.1 S.N,
I.L 905 S.A ss.1 S.K, I.L 905 S.A ss.1 S.L,
I.L 905 S.A ss.1 S.P, I.L 905 S.A ss.1 S.J RP,
I.L 905 S.A ss.1 S.P, I.L 905 S.A ss.1 S.D RP,
I.L 905 S.A ss.1 S.O RP, I.L 905 S.A ss.1 S.D RP,
I.L 905 S.A ss.1 S.B ss.1, I.L 905 S.A ss.3 S.A RP,
I.L 905 S.A ss.1 S.B RP, I.L 905 S.A ss.3 RP,
I.L 905 S.A ss.1 S.E RP, I.L 905 S.A ss.5 RP,
I.L 905 S.A ss.1 S.E RP, I.L 905 S.A ss.5 RP,
I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,
I.L 905 S.A ss.1 S.F RP, I.L 905 S.A ss.6 RP,
I.L 905 S.A ss.1 S.F ss.1, I.L 905 S.A ss.6 S.A RP,
I.L 905 S.A ss.1 S.F ss.1, I.L 905 S.A ss.6 S.A RP,
I.L 905 S.A ss.1 S.F ss.1, I.L 905 S.A ss.6 S.A RP,
I.L 905 S.A ss.1 S.F ss.1, I.L 905 S.A ss.6 S.A RP,
I.L 905 S.A ss.1 S.C, I.L 905 S.A ss.4 RP,

I.L 905 S.A ss.1 RP, I.L 905 S.A ss.9 RP, I.L 905 S.A ss.1 S.R RP, I.L 905 S.A ss.1 S.Q ss.1 RP, I.L 905 S.A ss.9 S.A ss.1 RP, I.L 905 S.A ss.1 S.Q RP,

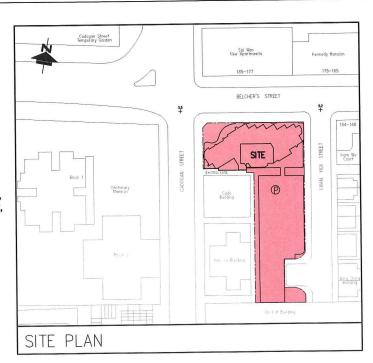
I.L. 905 S.A ss.9 S.A RP

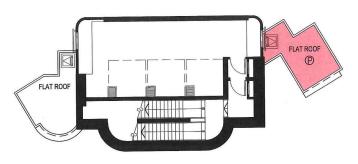
NOS. 37A, 37B CADOGAN STREET & NO. 150 BELCHER'S ST., HONG KONG



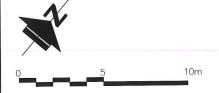
UNIT DIAGRAM

FLOOR	Α	В
UR		P





PLAN AT LEVEL 177.450



UPPER ROOF FLOOR PLAN

NOTE:
1. FOR IDENTIFICATION PURPOSES ONLY

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

賣方 Vendor :	福騰投資有限公司 Wealrise Investments Limited				
發展項目 Development :	Cadogan, 37A Cadogan Street (Upper Floor Units), 37B Cadogan Street (Shop fronting Cadogan Street), and 150 Belcher's Street (Shop at the corner between Belcher's Street and Kwan Yick Street) 加多近街 37A 號(上層單位)、加多近街 37B 號(面向加多近街之商舖)及卑路乍街 150 號(位於卑路乍街及均益街街角之商舖) 加多近山				
本物業	樓層 Floor <u>53/F & 55/F</u> 單位 Flat <u>B</u> 加多近山 Cadogan				
Property:	[車位編號 Car Parking Space No 樓層 Floor]				
買方 Purchaser					
身份證/護照/商業登記證號碼 ID No(s). /Passport No(s). / B.R. No.					
益,和確保妥善完成購買Z Before you execute the form	,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 本物業。 aal agreement for sale and purchase which you have to sign if you go on with your purchase you protect your interests and to ensure that your purchase is properly completed.				
	币,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。 dependent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicito he Vendor.				
	所,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。 DED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of you ndent advice.				
需要聘用你自己的律師, 支付的費用。	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 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				
may not be able to protect yo	or the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicito bur interests and you will then have to instruct your own solicitor anyway, in which case the total y be higher than the fees which you would have had to pay if you had instructed your own solicito				
You are free to choose whi	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。 You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your ow independent solicitor, or the Vendor's solicitor, to protect your interests.				
我/我們已收到此警告之副本及 I/We acknowledge receipt of a co	完全明白此警告之內容。 py of this warning and fully understand the contents thereof.				
公曆 年 Dated this day of	月 日				
買方簽署 Signature(s) of Purchas	er :				
買方姓名 Name(s) of Purchaser	:				
身份證號碼/護照號碼/商業登記	證 說 說 說				

HKID No(s). / Passport No(s). / B.R. No.

Appendix D

加多近山 Cadogan

個人資料收集同意書

Letter of Consent to Collection of Personal Data

買方 The Purchase	er	身份證/商業登記證號碼 I.D. / B.R. No. 身份證/商業登記證號碼 I.D. / B.R. No.
		身份證/商業登記證號碼 I.D. / B.R. No
		身份證/商業登記證號碼 I.D. / B.R. No
由 From 有關 Re	:	福騰投資有限公司(「賣方」)- 為九龍建業有限公司之全資附屬公司 Wealrise Investments Limited ("Vendor") A wholly-owned subsidiary of Kowloon Development Company Limited 53/F & 55/F 樓 Floor B 單位 Flat [及 and 車位編號 Car Parking Space No 樓層 Floor](「本物業」) ("the Property")加多近街 37A 號 (上層單位)、加多近街 37B 號 (面向加多近街之商舖)及卑路乍街 150 號 (位於卑路乍街及均益街街角之商舖)加多近山(「發展項目」) Cadogan, 37A Cadogan Street (Upper Floor Units), 37B Cadogan Street (Shop fronting Cadogan Street), 150 Belcher's Street (Shop at the corner between Belcher's Street and Kwan Yick Street) ("the Development")

- 1. 福騰投資有限公司擬使用 閣下的個人資料作直接促銷及提供 閣下的個人資料給九龍建業有限公司供他們作直接促 銷使用。
 - Wealrise Investments Limited intends to use your personal data in direct marketing and provide your personal data to Kowloon Development Company Limited for use by them in direct marketing.
- 2. 福騰投資有限公司不得使用或提供 閣下的個人資料,除非已獲得 閣下有關此等使用或提供的書面同意。 Wealrise Investments Limited may not so use or provide your personal data unless it has received your written consent to the intended use and provision.
- 3. 將會被使用或提供的 閣下個人資料包括:例如姓名、聯絡號碼及地址。
 Your personal data to be used and provided includes: e.g. names, contact numbers and addresses.
- 4. 閣下的個人資料會被用作促銷以下服務/產品:
 - 加多近山之租售資料包括但不限於車位之租售資料。而租售之安排將由賣方全權決定;及
 - 九龍建業有限公司旗下代理樓盤之宣傳資料及加多近山推廣活動。

Your personal data will be used for marketing the following services/products/activities:

- The leasing/sales information of Cadogan including but not limited to car parking spaces on the understanding that the sale or leasing arrangements shall be determined by the Vendor at its sole discretion; and
- All promotional materials / information of the properties under Kowloon Development Company Limited in the capacity as the marketing agent and promotional activities for Cadogan.
- 5. 若 閣下同意個人資料被使用及提供作直接促銷,閣下日後可撤回同意。若 閣下希望撤回同意,請致信通知我們。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 the direct marketing, you may subsequently withdraw your consent. If you wish to withdraw your consent, please inform us in writing. Any such request should clearly state in details the personal data in respect of which the request is being made.

福騰投資有限公司

~!. m

Wealrise Investments Limited

Khan

買方確認及同意書

Acknowledgement and Consent by the Purchaser

本人/台等,僉者人,絃傩認上又內谷及问意本人/台等的個人資料如上及 I/We, the undersigned, hereby acknowledge the above and consent to the use mentioned above.		
本人/吾等反對使用本人/吾等的個人資料於物業的直接促銷。* I/We object to the proposed use of my/our personal data for use in direct mark	keting for properties.	
買方簽署 Signature of Purchaser	日期 Date	

* 如閣下不同意,請在空格加上「✓」,然後簽署。

Should you find such use of your personal data not acceptable, please indicate your objection by ticking this box before signing.

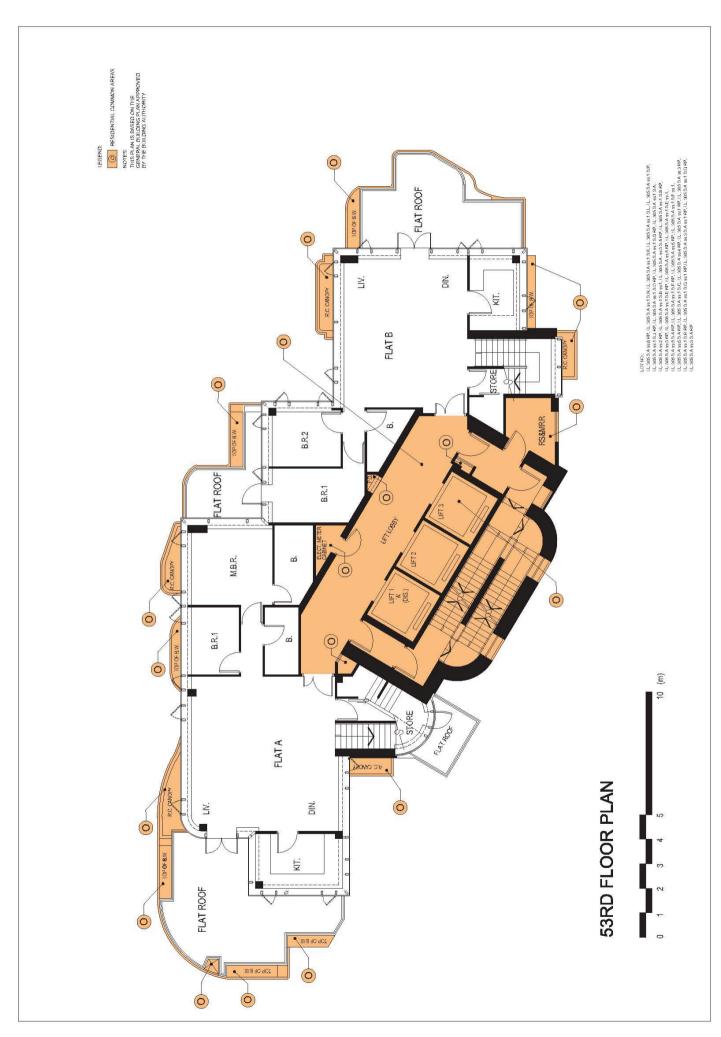
<u>Letter of Acknowledgement relating to Flat Roof</u> 有關平台之確認函

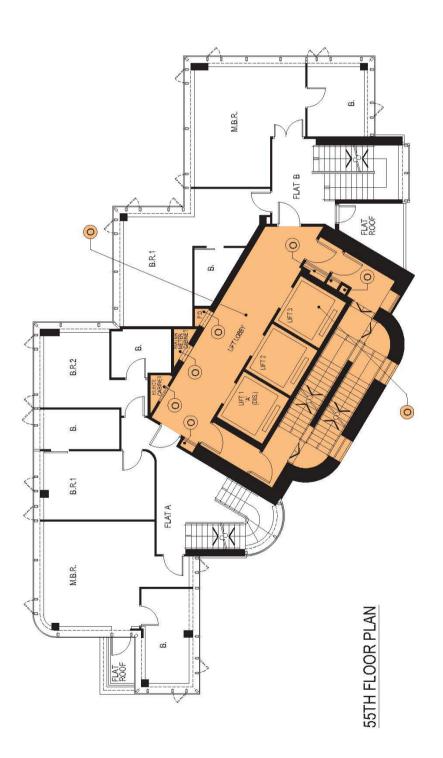
Appendix E

In Re	spect of:	Flat B on 53rd & 55th Floor [and Car Parkin	g Space No	_ on	_Floor] of Cadogan, 37A Cadogan Stree
有關	:	("the Property") 加多近街 37A 號加多近山 <u>53 & 55</u> 樓 <u>B</u> <u>J</u>	單位[及 樓 _	號車位]	(「本物業」)
Vendo	or 賣方	: Wealrise Investments	Limited 福騰投資	資有限公司	
Purch	aser 買方	:			
	Passport/B. 正/護照/商	不に ユク アコ アムルビデュロ			
		cknowledges to the Vendor that the Purchase 忍其完全知悉及明白:	r is aware of and u	understands th	nat:
(1)	Developr hold, use 所附圖則	shown coloured orange on the plan annexed ment. The Area does not form part of the Proces, occupy or enjoy the Area; and 即中以橙色標示之範圍(「 該範圍 」)屬發展可獨有權利或特權持有、使用、佔用或享用	pperty and the Pur 逐項目的住宅公用	chaser will no	ot have any exclusive right or privilege t
(2)	Developm "Manager into the H emergence DMC. 該範圍之 理人」) 事先發出	nd operation of the Area shall be subject to the ment (the " DMC "). Without limitation to the er ") shall have the full right and authority to shall have the power to operate the Area in Property with or without workmen, equipment by when no notice is required) to gain access E 使用及運作受發展項目之公契及管理協議將有十足權利及權力控制及一般性的管理出合理通知的情況下於所有合理時間(如遇疑惑範圍行使或執行管理人於公契下之任何	he generality of control the Area such manner as that or materials at to the Area to exe to the Area to th	the foregoing and to generate Manager de all reasonable ercise or carry	g, the manager of the Development (the ally administer and manage the Area. The eems fit and shall have the power to entered times on reasonable notice (except in a vout any of its powers or duties under the 文概括性下,發展項目之管理人(「管理為適合之方式運作該範圍,且有權在
_	nature(s) of 万簽署	f Purchaser	-	Date 日期	

MAIN\TSCARY\33485087_2.docx

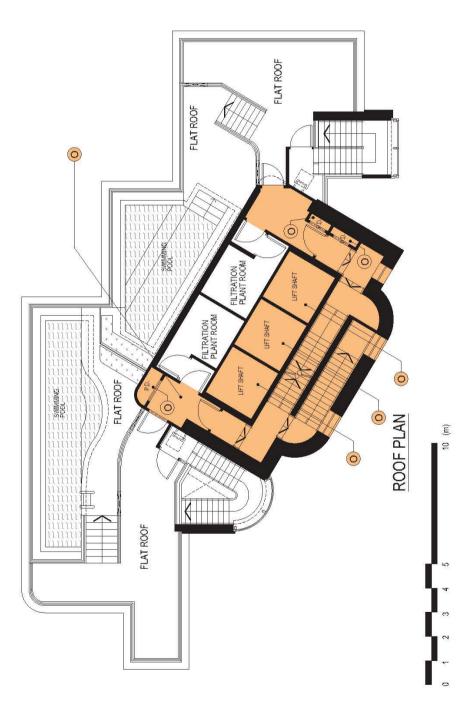
Encl: Floor Plan





Li, Adde Anni Si Be P. Li, Adde Anni Si Ale P. Li, Adde Anni Si Ale P. Li, Adde Anni Si A.
Li, Adde Anni Si Be P. Li, Adde Anni Si Anni Li, Adde Anni Si Ale P. Li, Adde Anni Si Be P.
Li, Adde Anni Se P. Li, Adde Anni Si R. P. Li, Adde Anni Se P. Li, Adde Anni Si Be P.
Li, Adde Anni Si Ale P. Li, Adde Anni Si R. P. Li, Adde Anni Si R. P. Li, Adde Anni Si Anni Anni Si Anni Li, Adde Anni Si Anni Anni Si Anni Li, Adde Anni Si Anni

E



賣方資料表格

Vendor's Information Form

賣方 Vendor : 福騰投資有限公司 Wealrise Investments Limited

發展項目 Development: 加多近街 37A 號 (上層單位)、加多近街 37B 號 (面向加多近街之商舖) 及卑路乍街 150 號 (位

於卑路乍街及均益街街角之商舖) 加多近山

Cadogan, 37A Cadogan Street (Upper Floor Units), 37B Cadogan Street (Shop fronting Cadogan Street) and 150 Belcher's Street (Shop at the corner between Belcher's Street and Kwan Yick Street)

有關 : 加多近山 <u>53 & 55</u> 樓 <u>B</u> 單位 (「該住宅物業」)

In Respect of : Flat <u>B</u> on <u>53 & 55</u> Floor of Cadogan ("the Residential Property")

以下資料是按一手住宅物業銷售條例第68條提供:

The following information is provided pursuant to section 68 of the Residential Properties (First-hand Sales) Ordinance:

(a)	須就該住宅物業支付的管理費用的款額 the amount of the management fee that is payable for the Residential Property	每月港幣 HK\$per month
(b)	須就該住宅物業繳付的地稅 (如有的話) 的款額 the amount of the Government rent (if any) that is payable for the Residential Property	無 None
(c)	業主立案法團 (如有的話) 的名稱 the name of the owners' incorporation (if any)	無 None
(d)	發展項目的管理人的姓名或名稱 the name of the manager of the Development	康居物業管理有限公司 Country House Property Management Limited
(e)	賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知 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	無 None
(f)	賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將該發展項目的任何部分恢復原狀的任何通知 any notice received by the Vendor from the Government requiring the Vendor to demolish or reinstate any part of the Development	無 None
(g)	賣方所知的影響該住宅物業的任何待決的申索 any pending claim affecting the Residential Property that is known to the Vendor	無 None

我/我們等確認已收取此賣方資料表格及完全明白其內容。

	I/We	hereb	y acknowled	lge receipt o	of this	Vendor'	's Information	Form and full	ly understand	the contents th	ereof.
--	------	-------	-------------	---------------	---------	---------	----------------	---------------	---------------	-----------------	--------

買方簽署 Signature(s) of Purchaser	日期 Date
	印製日期 Date of Printing: