

**TENDER NOTICE (TENDER NO. H77.2) CONTAINING TERMS AND CONDITIONS OF THE
TENDER SALE OF**

載有下述物業招標條款之招標公告（招標號碼 H77.2）

**77B Peak Road, 77C Peak Road, 77E Peak Road & 77F Peak Road of 77/79 Peak Road (the “Development”)
(Any combination of or each of the above properties is referred to below as the “Property”)**

**77/79 Peak Road（「發展項目」）
山頂道 77B 號, 山頂道 77C 號, 山頂道 77E 號&山頂道 77F 號
（以上物業之任何組合或每個個別物業下稱「該物業」）**

Date 日期: 27 February 2021
2021 年 2 月 27 日

From: Wharf Peak Properties Limited (the “Vendor”)
本文件由 Wharf Peak Properties Limited（「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;
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）；
 - (b) complete and execute the enclosed form of the preliminary agreement for sale and purchase of the Property (the “PASP”) and without any amendment and **in duplicate**; and
填妥及簽立該物業之臨時買賣合約（「臨時合約」）（其格式附夾於本文件，不得修改），
一式兩份；及
 - (c) complete and sign the enclosed forms of Warning to Purchasers, Declaration of Relationship with the Vendor, Personal Data Collection Statement, Declaration in relation to Intermediary, Vendor’s Information Form, Acknowledgement Letter for Properties Viewing, Acknowledgement Letter for Physical State of Residential Property and Supplemental Letter (if applicable) all without any amendment.
填妥及簽署「對買方的警告」、「與賣方關係的聲明」、「收集個人資料聲明」、「有關中介人的聲明」、「賣方資料表格」、「物業參觀確認函」、「有關住宅物業狀況確認函」及「補充函」（如適用）（其格式附夾於本文件，所有文件均不得修改）。

Please do not date the PASP. Please date the documents referred to in (1)(c) above the date on which you sign the same. Please also indicate under “Purchase Price and Payment Terms” of the PASP the completion date by reference to the number of days after the date of the PASP. For details, please refer to the PASP.

請勿於臨時合約填上日期。簽署上述第（1）（c）段提及之文件時，請填上簽署日期。請於臨時合約「售價及付款方式」下以臨時合約日期後日數計註明成交日期。詳情請參閱臨時合約。

Note: Each tenderer can only submit **ONE** Supplemental Letter (if applicable) only.

註：每位投標者只能提交一份補充函（如適用）。

- (2) You shall submit the following to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid by delivering the same in a sealed plain envelope clearly marked **“Tender No. H77.2 of 77/79 Peak Road” to the Tender Box labelled “Tender for 77/79 Peak Road” placed at 9/F, Wheelock House, 20 Pedder Street, Central, Hong Kong between 12:00 noon and 3:00 p.m. on 5 March 2021. 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 **2021 年 3 月 5 日中午十二時正至下午三時正**把下述文件連同本文件（要約部份須如上所述填妥及簽署）放於一個致予賣方的密封的信封內並在封面清楚列明「**投標 77/79 Peak Road 招標號碼 H77.2**」，一併交回香港中環畢打街二十號會德豐大廈九樓擺放的標示為「**77/79 Peak Road 投標**」的投標箱內。**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/或時間。**

- (a) your completed and executed documents referred to in (1) above (please note that the PASP shall be submitted **in duplicate**);

經閣下填妥及簽立之上述第（1）段所述的文件（請注意：臨時合約需提交一式兩份）；

- (b) one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of HK\$ 20,000,000.00 and made payable to “Woo Kwan Lee & Lo”, the Vendor’s solicitors **AND** one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong or Hong Kong Dollar personal cheque(s) for the total amount of the remaining balance of the preliminary deposit made payable to “Woo Kwan Lee & Lo” (for the avoidance of doubt, the amount of the preliminary deposit must be 5% of the purchase price you offered); and

一張或多張金額合共等於港幣 20,000,000.00 而抬頭人為「胡關李羅律師行」（即賣方律師）的由香港持牌銀行發出的港幣銀行本票及一張或多張金額合共等於臨時訂金餘額而抬頭人為「胡關李羅律師行」的由香港持牌銀行發出的港幣銀行本票或港幣個人支票（為免疑問，臨時訂金金額須等於閣下出價 5%）；及

- (c) 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, certificate of incorporation and certificate of change of name (if any), business registration certificate, the latest register of director and annual return of the tenderer*)

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）；而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有），商業登記證，最近期之董事名冊及周年申報表）

- (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 6 p.m. on the 174th working day after the closing date of the tender** (the “Specified Date”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor.

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的第 174 個工作天（「指明日期」）下午六時正及之前不能收回及可供賣方接受，而一經賣方接受，閣下與賣方間即有合約存在。

- (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 PASP executed by the Vendor and dated not later than the Specified Date as soon as practicable. If the tenderer concerned is a company incorporated outside Hong Kong or if an overseas address of the tenderer is given, the full name and address of the its process agent in Hong Kong (“the Process Agent”) to whose Hong Kong address the acceptance letter and one duplicate of the PASP executed by the Vendor and dated not later than the Specified Date as soon as practicable (with the original plan of the Property attached, copy of which is enclosed herewith for reference only) may be sent to or delivered and who will accept service of any notice, document or legal process on behalf of the tenderer must be stated in the Offer Section. Such tenderer agrees that any notice, letter, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on it if addressed to the tenderer or the Process Agent and left at, or sent by post or courier or by facsimile (except legal process) to the Hong Kong address or fax number (except legal process) of the tenderer or the Process Agent mentioned in the Offer Section.

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指明日期之臨時合約一份。若投標人是在香港以外成立的公司或投標人所報為香港以外的地址，其香港法律文件接收人之姓名及香港地址須填在要約部份，中標人的通知書及一份經賣方簽立且日期為不後於指明日期之臨時合約將被送往法律文件接收人的香港地址，法律文件接收人將代表投標人接收任何通告、文件或法律程序文件的送達。投標人同意凡任何通告、信函、令狀、傳票、法令、裁決或其他文件或法律程序文件訂明由投標人或法律文件接收人為收件人並留予或以郵遞、快遞或傳真（法律程序文件除外）寄往投標人或法律文件接收人於要約部分所報的香港地址或傳真號碼（法律程序文件除外），則將被當妥為或已充分地送達投標人。

- (5) The cashier order(s) and/or personal cheque(s) 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, the cashier order(s) and/or personal cheque(s) for the amount of 5% of the purchase price offered accepted by the Vendor will be cashed and the amount will be treated as the preliminary deposit of the Property. If your offer is not accepted by the Vendor or where there is/are any unused cashier order(s) and/or personal cheque(s), you will be notified and the cashier order(s) and/or personal cheque(s) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) and/or personal cheque(s) 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，閣下所提交之本票及/或個人支票將不作兌現。倘賣方接受閣下要約，相等於賣方接受之出價 5%之本票及/或個人支票將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約或任何本票及/或個人支票尚未使用，閣下將獲通知，本票及/或個人支票將不作兌現，且經預約閣下可領回本票及/或個人支票，惟賣方有權將本票及/或個人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) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase. 如中標者為公司，在簽立正式買賣合約之前，中標公司之董事及/或股東成員不得有任何更改。

- (7) 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 the Property. The Vendor has the absolute right to withdraw from the sale of the 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 from time to time by amending the Sales Arrangements in relation hereto.

賣方並不承諾亦無責任閱覽、考慮或接受認購該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該物業。賣方有全權透過修改與此相關的銷售安排不時更改招標截止日期及/或時間。

- (8) It is hereby specifically declared by the Vendor that any statement, whether oral or written, made and any action taken by the Vendor or any of its agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be for guidance and reference purposes only. Any statement shall not 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 or the PASP.

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

- (9) 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內各文件之條款向閣下律師尋求意見。

- (10) This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。

- (11) 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而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

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

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

- (13) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本謹供參考之用，如與英文文本有歧義，將以英文文本為準。

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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：

I/We hereby submit the documents referred to (2) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交第（2）段所述之文件如下（請標上“√”）：

- completed and executed PASP (**IN DUPLICATE**)
已填妥及簽立之臨時合約（一式兩份）
- the completed and signed Warning to Purchasers
已填妥及簽署的「對買方的警告」
- the completed and signed Declaration of Relationship with the Vendor
已填妥及簽署的「與賣方關係的聲明」
- the completed and signed Personal Data Collection Statement
已填妥及簽署的「收集個人資料聲明」
- the completed and signed Declaration in relation to Intermediary
已填妥及簽署的「有關中介人的聲明」
- the completed and signed Vendor's Information Form
已填妥及簽署的「賣方資料表格」
- the completed and signed Acknowledgement Letter for Properties Viewing
已填妥及簽署的「物業參觀確認函」
- the completed and signed Acknowledgement Letter for Physical State of Residential Property
已填妥及簽署的「有關住宅物業狀況確認函」
- the completed and signed Supplemental Letter (if applicable)
已填妥及簽署的「補充函」（如適用）

Note: Each tenderer can only submit **ONE** Supplemental Letter (if applicable) only.

註：每位投標者只能提交一份補充函（如適用）。

- one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong for the total amount of HK\$20,000,000.00 and made payable to “Woo Kwan Lee & Lo”, the Vendor’s solicitors AND one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong or Hong Kong Dollar personal cheque(s) for the total amount of the remaining balance of the preliminary deposit made payable to “Woo Kwan Lee & Lo” (for the avoidance of doubt, the amount of the preliminary deposit must be 5% of the purchase price you offered); and

一張或多張金額合共等於港幣\$20,000,000.00 而抬頭人為「胡關李羅律師行」（即賣方律師）的由香港持牌銀行發出的港幣銀行本票及一張或多張金額合共等於臨時訂金餘額而抬頭人為「胡關李羅律師行」的由香港持牌銀行發出的港幣銀行本票或港幣個人支票（為免疑問，臨時訂金金額須等於閣下出價 5%）

- copy(ies) of identification document(s) of all tenderers
所有投標人的身份證明文件之副本

I/We hereby confirm that I/we agree to and am/are bound by the above terms and conditions (or as varied by the Supplemental Letter (if applicable)), 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（或經補充函（如適用）更改之條款）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 business registration 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）商業登記號碼（ii）公司成立地點）

(i) _____
(place of incorporation, if applicable 公司成立地點，如適用：(ii) _____)

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：_____

Contact information of the Process Agent appointed by the tenderer(s) (if any)

投標人委託的法律文件接收人的聯絡資料（如有）：

Name 姓名：_____

Address in Hong Kong 香港地址：_____

Telephone number 電話號碼：_____

Fax number 傳真號碼：_____

Email address 電郵地址：_____

I/We agree that any notice, letter, writ, summons, order, judgement or other documents or legal process shall be deemed duly and sufficiently served on me/us if addressed to me/us or the Process Agent and left at, or sent by post or courier or by facsimile (except legal process) to my/our address or fax number (except legal process) or that of the Process Agent.

我/我們同意凡任何通告、信函、令狀、傳票、法令、裁決或其他文件或法律程序文件訂明由我/我們或法律文件接收人為收件人並留予或以郵遞、快遞或傳真（法律程序文件除外）寄往我/我們或法律文件接收人的地址或傳真號碼（法律程序文件除外），則將被當妥為或已充分地送達我/我們。

Vendor 賣方	:	Wharf Peak Properties Limited	
Sales Agent for Vendor 賣方銷售代理人:	:	Wheelock Properties (Hong Kong) Limited 會德豐地產(香港)有限公司	
Vendor's solicitors 賣方律師	WOO KWAN LEE & LO 胡關李羅律師行	Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道三十號新鴻基中心 28 樓 2801 室	Tel. No. 2586 9898 電話號碼
Purchaser 買方	Purchaser's Name(s) 買方姓名	HKID No./ Passport No./ B.R.No. 香港身份證號碼/護照號碼/商業登記證號碼	
	(1) _____	_____	
	(2) _____	_____	
	(3) _____	_____	
	(4) _____	_____	
	Directors' names and HKID Nos. (for corporate purchasers only) 董事姓名及身份證號碼 (只適用於買方為有限公司)		
	(1) _____	_____	
	(2) _____	_____	
		Tel. No 電話號碼	
Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址	_____	_____	

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the "Other Terms and Conditions" set out hereto. 賣方及買方於此同意根據以下條款及條件及後述的"其他條款及條件"出售及購買下述之物業。

Name and Address of the Phase of the Development 發展項目期數名稱及地址 :

77/79 Peak Road

79 Peak Road, 79A Peak Road & 77 Peak Road 山頂道 79 號、山頂道 79A 號及山頂道 77 號

Please tick ("✓") the appropriate box beside the property(ies) selected for making offer to purchase 請於所選作出要約購買之物業旁邊方格內填上剔號("✓"):

The Property 本物業

<input type="checkbox"/>	77B Peak Road 山頂道 77B 號
<input type="checkbox"/>	77C Peak Road 山頂道 77C 號
<input type="checkbox"/>	77E Peak Road 山頂道 77E 號
<input type="checkbox"/>	77F Peak Road 山頂道 77F 號

售價及付款方式

Purchase Price and Payment Terms

本物業的售價為 The purchase price of the Property is	港幣 HK\$	元	, 並須由買方按以下方式付予賣方 - , which shall be paid by the Purchaser to the Vendor in the manner as follows -
臨時訂金為數 Preliminary deposit in the sum of	港幣 HK\$	元	即售價的 5% 的臨時訂金, 須於簽署本臨時合約時支付。 , which is equal to 5% of the purchase price ("the Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.
*加付訂金 Further Deposit	港幣 HK\$	元	即售價的 5% 的加付訂金, 須於簽署正式買賣合約時支付。 , which is equal to 5% of the purchase price ("the Further Deposit") shall be paid upon signing of formal Agreement for Sale and Purchase.
部分售價 Part Payment	港幣 HK\$	元	即售價的 _____% 的部分售價, 須於簽署本臨時合約後 _____ 天內支付。 , which is equal to _____% of the purchase price ("the Part Payment") shall be paid within _____ days after signing of this Preliminary Agreement. [Note: the payment date of this Part Payment must not be less than 10 days or more than 30 days after the date of this Preliminary Agreement.] 註: 此部份售價支付日期不得早於本臨時合約後 10 天或後於本臨時合約後 30 天]
售價餘額 Balance of Purchase Price	港幣 HK\$	元	即售價的 _____% 的售價餘額, 須於簽署本臨時合約後 _____ 天 ("成交日期") 內支付。 , which is equal to _____% of the purchase price ("the Balance of Purchase Price") shall be paid within _____ days after the date of this Preliminary Agreement ("Completion Date"). [Note: the payment date of the balance of purchase price must not be less than 30 days or more than 180 days after the date of this Preliminary Agreement.] 註: 售價餘額繳付日不得早於本臨時合約後 30 天或後於本臨時合約後 180 天

茲收到買方港幣 Received from the Purchaser the sum of HK\$	元	作為簽訂本臨時合約同時應付之臨時訂金 Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement.	經手收款人 Received by
銀行名稱 Name of Bank		本票號碼 Cashier Order No.	簽署 Signature

It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and the provisions under "Other Terms and Conditions" as well as the Appendix shall all form part of this Preliminary Agreement and are incorporated in this Preliminary Agreement.

買方在此同意及明白所有上列條件及“其他條款及條件”下所述之規定及附錄均構成本臨時合約的部份，並納入本臨時合約。

OTHER TERMS AND CONDITIONS 其他條款及條件:

1. In this Preliminary Agreement —
在本臨時合約中 —
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 8(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。

2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

3. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —
按訂約雙方的意向，本臨時合約將會由一份買賣合約 (“正式合約”) 取代，正式合約須 —
 - (a) by the Purchaser on or before _____* (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 _____* (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及
 - (b) by the Vendor on or before _____* (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 _____* (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

* To be filled in by the Vendor. 由賣方填寫。

4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

6. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor's solicitors **in respect of which none of the terms of the Agreement is permitted to be altered**, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
- 買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署一份由賣方律師訂定的標準正式合約，**該合約內容一概不能更改**，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。
7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed — 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 —
- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
- (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
8. The measurements of the Property are as follows —
本物業的量度尺寸如下 —
- Please refer to the "Schedule 1" attached to this Preliminary Agreement. The said "Schedule 1" forms part of this Preliminary Agreement. 請參閱隨本臨時合約附上之“附件一”。“附件一”屬本臨時合約一部份。
9. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the Appendix attached to this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備載列於本臨時合約的附件。
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
12. For the purposes of clause 11, the following is the "Warning to Purchasers" —
就第 11 條而言，“對買方的警告”內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

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

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

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

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

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

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

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

13. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on or before the Completion Date.

買賣雙方同意於成交日期或之前於辦公時間內在賣方律師辦公地點完成出售及購買本物業。

14. (a) The buyer stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

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。

(b) The charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement ("DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

業權文件鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約("大廈公契")製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，蓋由買方單獨承擔及繳付。

(c) Each party shall pay its own solicitors costs and disbursements of and incidental to the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment.

買賣雙方必須自行負擔各自聘用律師於擬定、完成、釐印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及支出。

(d) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and mortgage (if applicable) of the Property.

買方須負責其在有關買入及抵押(如適用)本物業之所有律師費用及代墊付費用。

15. Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.

不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方提名其他人士或個體作為轉讓契的承讓人或賣方因應買方要求就本物業簽署一份以上的轉讓契而產生的額外賣方代表律師費。

16. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。
17. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
18. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
19. The Property is residential property within the meaning 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. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
21. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改該條款及該售價在計算方面之錯誤或遺漏。
22. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
23. 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權益而非法定產業權，買方不得提出反對。
24. This Preliminary Agreement is not preceded by an unwritten sale agreement or an 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。
25. Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.
除正式合約另有規定外，在買賣交易完成時，買方有權獲得本物業的空置管有權(交吉)。

26. The Property is and will be sold on “as is” basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances (if any) therein and takes them as they stand.
本物業以現狀出售。買方在購買本物業時完全知悉本物業及本物業內的裝置及裝修物料的實質狀況，並接受本物業及該等裝置、裝修物料及設備(如有)的現狀。
27. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章) 強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
28. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
本臨時合約之中文版本乃英文版本的譯本，謹供參考之用，如解釋有任何差異出入或爭議，概以英文文本為準。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白其內容。

Purchaser
買方

For and on behalf of the Vendor
賣方 代表

Purchaser's Signature
買方簽署

Authorized signature(s) 經授權簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司代表

SCHEDULE 1 附件一

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附件中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

77B Peak Road **山頂道 77B 號**

a. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 620.239 平方米 / _____ 6,676 平方呎*[，其中—]
*[_____ square metres / _____ square feet is the floor area of the balcony];
*[_____ 平方米 / _____ 平方呎為露台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the utility platform];
*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the verandah]; and
*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及

b. other measurements are —

其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];

*[空調機房的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the bay window is _____ square metres / _____ square feet];

*[窗台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the cockloft is _____ square metres / _____ square feet];

*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the flat roof is _____ square metres / _____ square feet];

*[平台的面積為 _____ 13.770 平方米 / _____ 148 平方呎]；

*[the area of the garden is _____ square metres / _____ square feet];

*[花園的面積為 _____ 273.739 平方米 / _____ 2,947 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];

*[停車位的面積為 _____ 109.708 平方米 / _____ 1,181 平方呎]；

*[the area of the roof is _____ square metres / _____ square feet];

*[天台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the stairhood is _____ square metres / _____ square feet];

*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the terrace is _____ square metres / _____ square feet];

*[前庭的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the yard is _____ square metres / _____ square feet];

*[庭院的面積為 _____ 平方米 / _____ 平方呎] —

*Delete as appropriate.

77C Peak Road
山頂道 77C 號

c. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 581.300 平方米 / _____ 6,257 平方呎*[，其中—]

*[_____ square metres / _____ square feet is the floor area of the balcony];

*[_____ 6.000 平方米 / _____ 65 平方呎為露台的樓面面積]；

~~*[_____ square metres / _____ square feet is the floor area of the utility platform];~~

~~*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；~~

~~*[_____ square metres / _____ square feet is the floor area of the verandah]; and~~

~~*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及~~

d. other measurements are —

其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];

*[空調機房的面積為 _____ 3.410 平方米 / _____ 37 平方呎]；

~~*[the area of the bay window is _____ square metres / _____ square feet];~~

~~*[窗台的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the cockloft is _____ square metres / _____ square feet];~~

~~*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the flat roof is _____ square metres / _____ square feet];~~

~~*[平台的面積為 _____ 平方米 / _____ 平方呎]；~~

*[the area of the garden is _____ square metres / _____ square feet];

*[花園的面積為 _____ 125.318 平方米 / _____ 1,349 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];

*[停車位的面積為 _____ 86.689 平方米 / _____ 933 平方呎]；

~~*[the area of the roof is _____ square metres / _____ square feet];~~

~~*[天台的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the stairhood is _____ square metres / _____ square feet];~~

~~*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the terrace is _____ square metres / _____ square feet];~~

~~*[前庭的面積為 _____ 平方米 / _____ 平方呎]；~~

*[the area of the yard is _____ square metres / _____ square feet];

*[庭院的面積為 _____ 85.763 平方米 / _____ 923 平方呎]。

*Delete as appropriate.

77E Peak Road
山頂道 77E 號

e. the saleable area of the Property is 699.295 square metres / 7,527 square feet *[of which —]
本物業的實用面積為 699.295 平方米 / 7,527 平方呎*[，其中—]
*[square metres / square feet is the floor area of the balcony];
*[平方米 / 平方呎為露台的面積];
*[square metres / square feet is the floor area of the utility platform];
*[平方米 / 平方呎為工作平台的面積];
*[square metres / square feet is the floor area of the verandah]; and
*[平方米 / 平方呎為陽台的面積]; 及

f. other measurements are —
其他量度尺寸為 —

*[the area of the air-conditioning plant room is 4.366 square metres / 47 square feet];
*[空調機房的面積為 4.366 平方米 / 47 平方呎];

*[the area of the bay window is square metres / square feet];
*[窗台的面積為 平方米 / 平方呎];

*[the area of the cockloft is square metres / square feet];
*[閣樓的面積為 平方米 / 平方呎];

*[the area of the flat roof is square metres / square feet];
*[平台的面積為 16.095 平方米 / 182 平方呎];

*[the area of the garden is square metres / square feet];
*[花園的面積為 605.292 平方米 / 6,515 平方呎];

*[the area of the parking space is square metres / square feet];
*[停車位的面積為 147.438 平方米 / 1,587 平方呎];

*[the area of the roof is square metres / square feet];
*[天台的面積為 132.082 平方米 / 1,422 平方呎];

*[the area of the stairhood is square metres / square feet];
*[梯屋的面積為 平方米 / 平方呎];

*[the area of the terrace is square metres / square feet];
*[前庭的面積為 平方米 / 平方呎];

*[the area of the yard is square metres / square feet];
*[庭院的面積為 55.316 平方米 / 595 平方呎]。

*Delete as appropriate.

77F Peak Road
山頂道 77F 號

g. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 563.121 _____ 平方米 / _____ 6,061 _____ 平方呎*[，其中—]
*[_____ square metres / _____ square feet is the floor area of the balcony];
*[_____ 平方米 / _____ 平方呎為露台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the utility platform];
*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the verandah]; and
*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及

h. other measurements are —
其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];
*[空調機房的面積為 _____ 4.180 _____ 平方米 / _____ 45 _____ 平方呎]；

*[the area of the bay window is _____ square metres / _____ square feet];
*[窗台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the cockloft is _____ square metres / _____ square feet];
*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the flat roof is _____ square metres / _____ square feet];
*[平台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the garden is _____ square metres / _____ square feet];
*[花園的面積為 _____ 473.341 _____ 平方米 / _____ 5,095 _____ 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];
*[停車位的面積為 _____ 150.906 _____ 平方米 / _____ 1,624 _____ 平方呎]；

*[the area of the roof is _____ square metres / _____ square feet];
*[天台的面積為 _____ 164.656 _____ 平方米 / _____ 1,772 _____ 平方呎]；

*[the area of the stairhood is _____ square metres / _____ square feet];
*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the terrace is _____ square metres / _____ square feet];
*[前庭的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the yard is _____ square metres / _____ square feet];
*[庭院的面積為 _____ 平方米 / _____ 平方呎]。

*Delete as appropriate.

APPENDIX 附錄
Fittings, Finishes and Appliances 裝置、裝修物料及設備

<p>Internal wall 內牆</p>	<p>Wood veneer/ mirror panel in metal frame/ wallcovering/ leather upholstered panel (79 Peak Road) 木皮飾面/鏡面配金屬框/牆紙/軟墊皮 (山頂道 79)</p> <p>Wood veneer/ emulsion paint (79A, 77A, 77B, 77C, 77D, 77E, 77F Peak Road) 木皮飾面/乳膠漆 (山頂道 79A, 77A, 77B, 77C, 77D, 77E, 77F)</p>
<p>Internal floor 內部地板</p>	<p>Natural stone flooring for living/ dining room 客廳、飯廳鋪天然石</p> <p>Timber flooring for bedroom(s) 睡房鋪木地板</p>
<p>Door 門</p>	<p>Solid core timber door, metal door, glazed door, garage door (79, 79A, 77B, 77C, 77D, 77E, 77F Peak Road) 實心木門、鐵門、玻璃門及車庫門 (山頂道 79, 79A, 77B, 77C, 77D, 77E, 77F)</p> <p>Solid core timber door, metal door, glazed door, steel door, garage door (77A Peak Road) (實心木門、鐵門、玻璃門、鋼門、車庫門)</p>
<p>Bathroom 浴室</p>	<p>Floor finished with natural stone (except restroom in store room); Floor finished with porcelain tile for restroom in store room (79, 79A, 77A, 77D, 77E, 77F Peak Road) 地台鋪天然石(儲物室洗手間除外); 儲物室洗手間地台鋪瓷磚 (山頂道 79, 79A, 77A, 77D, 77E, 77F)</p> <p>Floor finished with natural stone (except bathroom in family room); Floor finished with porcelain tile for bathroom in family room (77B Peak Road) 地台鋪天然石(起居室浴室除外); 起居室浴室地台鋪瓷磚 (山頂道 77B)</p>

Floor finished with natural stone (except restroom of first floor);
Floor finished with porcelain tile for restroom of first floor
(77C Peak Road)

地台鋪天然石(一樓洗手間除外);
一樓洗手間地台鋪瓷磚
(山頂道 77C)

Wall finished with natural stone (except restroom in store room);
Wall finished with porcelain tile for restroom in store room.
(79, 79A, 77A, 77D, 77E, 77F Peak Road)

牆身鋪天然石(儲物室洗手間除外);
儲物室洗手間牆身鋪瓷磚
(山頂道 79, 79A, 77A, 77D, 77E, 77F)

Wall finished with natural stone (except bathroom in family room);
Wall finished with porcelain tile for bathroom in family room
(77B Peak Road)

牆身鋪天然石(起居室浴室除外);
起居室浴室牆身鋪瓷磚
(山頂道 77B)

Floor finished with natural stone (except restroom of first floor);
Floor finished with porcelain tile for restroom of first floor
(77C Peak Road)

牆身鋪天然石(一樓洗手間除外);
一樓洗手間牆身鋪瓷磚
(山頂道 77C)

Gypsum board false ceiling finished with emulsion paint
石膏板假天花髹乳膠漆

Kitchen 廚房	Floor finished with natural stone 地台鋪天然石
	Wall finished with natural stone, high gloss lacquered panels and wood veneered (79 Peak Road) 牆身鋪天然石、高光漆油飾面及木飾面 (山頂道 79)
	Wall finished with natural stone and wood veneered (77C, 77D Peak Road) 牆身鋪天然石及木飾面 (山頂道 77C, 77D)
	Wall finished with natural stone and high gloss lacquered panels (79A, 77A, 77B, 77C, 77E 77F Peak Road) 牆身鋪天然石及高光漆油飾面 (山頂道 79A, 77A, 77B, 77C, 77E 77F)
	Wall at the back of kitchen cabinet finished with reconstituted stone 廚櫃背後之牆身鋪人造石
	Gypsum board false ceiling finished with emulsion paint 石膏板假天花髹乳膠漆
Cooking bench countertop finished with natural stone 灶台的台面鋪天然石	
Other provisions 其他設備	Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, steam generator, ceiling speaker, cosmetic fridge, safe box, dry cleaner, BBQ grill (79 Peak Road) 雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、加濕器、天花揚聲器、化妝品雪櫃、保險箱、衣物護理機、燒烤爐 (山頂道 79)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, steam generator, ceiling speaker, BBQ grill

(79A, 77A Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、加濕器、天花揚聲器、燒烤爐

(山頂道 79A, 77A)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, BBQ grill

(77B, 77D, 77E, 77F Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、燒烤爐

(山頂道 77B, 77D, 77E, 77F)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, wine cellar, undercounter fridge, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, BBQ grill

(77C Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、酒櫃、枱下式雪櫃、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、燒烤爐

(山頂道 77C)

Installed with exhaust fan, dehumidifier, NCCO air treatment unit, gas water heater, electric water heater

設有抽氣扇、抽濕機、NCCO 空氣處理系統、煤氣熱水爐、電熱水爐

Air-conditioning for living/ dining room and bedroom(s)

客廳、飯廳及睡房裝設冷氣機

Vendor 賣方	:	Wharf Peak Properties Limited	
Sales Agent for Vendor 賣方銷售代理人:	:	Wheelock Properties (Hong Kong) Limited 會德豐地產(香港)有限公司	
Vendor's solicitors 賣方律師	WOO KWAN LEE & LO 胡關李羅律師行	Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道三十號新鴻基中心 28 樓 2801 室	Tel. No. 2586 9898 電話號碼
Purchaser 買方	Purchaser's Name(s) 買方姓名	HKID No./ Passport No./ B.R.No. 香港身份證號碼/護照號碼/商業登記證號碼	
	(1) _____	_____	
	(2) _____	_____	
	(3) _____	_____	
	(4) _____	_____	
	Directors' names and HKID Nos. (for corporate purchasers only) 董事姓名及身份證號碼 (只適用於買方為有限公司)		
	(1) _____	_____	
	(2) _____	_____	
		Tel. No 電話號碼	
Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址	_____	_____	

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the "Other Terms and Conditions" set out hereto. 賣方及買方於此同意根據以下條款及條件及後述的"其他條款及條件"出售及購買下述之物業。

Name and Address of the Phase of the Development 發展項目期數名稱及地址 :

77/79 Peak Road

79 Peak Road, 79A Peak Road & 77 Peak Road 山頂道 79 號、山頂道 79A 號及山頂道 77 號

Please tick ("✓") the appropriate box beside the property(ies) selected for making offer to purchase 請於所選作出要約購買之物業旁邊方格內填上剔號("✓"):

The Property 本物業

<input type="checkbox"/>	77B Peak Road 山頂道 77B 號
<input type="checkbox"/>	77C Peak Road 山頂道 77C 號
<input type="checkbox"/>	77E Peak Road 山頂道 77E 號
<input type="checkbox"/>	77F Peak Road 山頂道 77F 號

售價及付款方式

Purchase Price and Payment Terms

本物業的售價為 The purchase price of the Property is	港幣 HK\$	元	, 並須由買方按以下方式付予賣方 - , which shall be paid by the Purchaser to the Vendor in the manner as follows -
臨時訂金為數 Preliminary deposit in the sum of	港幣 HK\$	元	即售價的 5% 的臨時訂金, 須於簽署本臨時合約時支付。 , which is equal to 5% of the purchase price ("the Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.
*加付訂金 Further Deposit	港幣 HK\$	元	即售價的 5% 的加付訂金, 須於簽署正式買賣合約時支付。 , which is equal to 5% of the purchase price ("the Further Deposit") shall be paid upon signing of formal Agreement for Sale and Purchase.
部分售價 Part Payment	港幣 HK\$	元	即售價的 _____% 的部分售價, 須於簽署本臨時合約後 _____ 天內支付。 , which is equal to _____% of the purchase price ("the Part Payment") shall be paid within _____ days after signing of this Preliminary Agreement. [Note: the payment date of this Part Payment must not be less than 10 days or more than 30 days after the date of this Preliminary Agreement.] 註: 此部份售價支付日期不得早於本臨時合約後 10 天或後於本臨時合約後 30 天]
售價餘額 Balance of Purchase Price	港幣 HK\$	元	即售價的 _____% 的售價餘額, 須於簽署本臨時合約後 _____ 天 ("成交日期") 內支付。 , which is equal to _____% of the purchase price ("the Balance of Purchase Price") shall be paid within _____ days after the date of this Preliminary Agreement ("Completion Date"). [Note: the payment date of the balance of purchase price must not be less than 30 days or more than 180 days after the date of this Preliminary Agreement.] 註: 售價餘額繳付日不得早於本臨時合約後 30 天或後於本臨時合約後 180 天

茲收到買方港幣 Received from the Purchaser the sum of HK\$	元	作為簽訂本臨時合約同時應付之臨時訂金 Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement.	經手收款人 Received by
銀行名稱 Name of Bank		本票號碼 Cashier Order No.	簽署 Signature

It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and the provisions under "Other Terms and Conditions" as well as the Appendix shall all form part of this Preliminary Agreement and are incorporated in this Preliminary Agreement.

買方在此同意及明白所有上列條件及“其他條款及條件”下所述之規定及附錄均構成本臨時合約的部份，並納入本臨時合約。

OTHER TERMS AND CONDITIONS 其他條款及條件:

1. In this Preliminary Agreement —
在本臨時合約中 —
 - (a) “saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義;
 - (b) “working day” has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 8(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。

2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

3. It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —
按訂約雙方的意向，本臨時合約將會由一份買賣合約 (“正式合約”) 取代，正式合約須 —
 - (a) by the Purchaser on or before _____* (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 _____* (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及
 - (b) by the Vendor on or before _____* (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 _____* (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

* To be filled in by the Vendor. 由賣方填寫。

4. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

5. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

6. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor's solicitors **in respect of which none of the terms of the Agreement is permitted to be altered**, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
- 買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署一份由賣方律師訂定的標準正式合約，**該合約內容一概不能更改**，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。
7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed — 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 —
- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
- (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
8. The measurements of the Property are as follows —
本物業的量度尺寸如下 —
- Please refer to the "Schedule 1" attached to this Preliminary Agreement. The said "Schedule 1" forms part of this Preliminary Agreement. 請參閱隨本臨時合約附上之“附件一”。“附件一”屬本臨時合約一部份。
9. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the Appendix attached to this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備載列於本臨時合約的附件。
10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
12. For the purposes of clause 11, the following is the "Warning to Purchasers" —
就第 11 條而言，“對買方的警告”內容如下—
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

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

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

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

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

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

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

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

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

13. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on or before the Completion Date.

買賣雙方同意於成交日期或之前於辦公時間內在賣方律師辦公地點完成出售及購買本物業。

14. (a) The buyer stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

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。

(b) The charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement ("DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

業權文件鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約("大廈公契")製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，蓋由買方單獨承擔及繳付。

(c) Each party shall pay its own solicitors costs and disbursements of and incidental to the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment.

買賣雙方必須自行負擔各自聘用律師於擬定、完成、釐印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及支出。

(d) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and mortgage (if applicable) of the Property.

買方須負責其在有關買入及抵押(如適用)本物業之所有律師費用及代墊付費用。

15. Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.

不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方提名其他人士或個體作為轉讓契的承讓人或賣方因應買方要求就本物業簽署一份以上的轉讓契而產生的額外賣方代表律師費。

16. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。
17. If this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
18. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
19. The Property is residential property within the meaning 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. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
21. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改該條款及該售價在計算方面之錯誤或遺漏。
22. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
23. 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權益而非法定產業權，買方不得提出反對。
24. This Preliminary Agreement is not preceded by an unwritten sale agreement or an 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。
25. Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.
除正式合約另有規定外，在買賣交易完成時，買方有權獲得本物業的空置管有權(交吉)。

26. The Property is and will be sold on “as is” basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances (if any) therein and takes them as they stand.
本物業以現狀出售。買方在購買本物業時完全知悉本物業及本物業內的裝置及裝修物料的實質狀況，並接受本物業及該等裝置、裝修物料及設備(如有)的現狀。
27. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章) 強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
28. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
本臨時合約之中文版本乃英文版本的譯本，謹供參考之用，如解釋有任何差異出入或爭議，概以英文文本為準。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白其內容。

Purchaser
買方

For and on behalf of the Vendor
賣方 代表

Purchaser's Signature
買方簽署

Authorized signature(s) 經授權簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司代表

SCHEDULE 1 附件一

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附件中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

77B Peak Road **山頂道 77B 號**

- a. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 620.239 平方米 / _____ 6,676 平方呎*[，其中—]
*[_____ square metres / _____ square feet is the floor area of the balcony];
*[_____ 平方米 / _____ 平方呎為露台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the utility platform];
*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the verandah]; and
*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及

- b. other measurements are —

其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];

*[空調機房的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the bay window is _____ square metres / _____ square feet];

*[窗台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the cockloft is _____ square metres / _____ square feet];

*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the flat roof is _____ square metres / _____ square feet];

*[平台的面積為 _____ 13.770 平方米 / _____ 148 平方呎]；

*[the area of the garden is _____ square metres / _____ square feet];

*[花園的面積為 _____ 273.739 平方米 / _____ 2,947 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];

*[停車位的面積為 _____ 109.708 平方米 / _____ 1,181 平方呎]；

*[the area of the roof is _____ square metres / _____ square feet];

*[天台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the stairhood is _____ square metres / _____ square feet];

*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the terrace is _____ square metres / _____ square feet];

*[前庭的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the yard is _____ square metres / _____ square feet];

*[庭院的面積為 _____ 平方米 / _____ 平方呎] —

*Delete as appropriate.

77C Peak Road
山頂道 77C 號

c. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 581.300 平方米 / _____ 6,257 平方呎*[，其中—]

*[_____ square metres / _____ square feet is the floor area of the balcony];

*[_____ 6.000 平方米 / _____ 65 平方呎為露台的樓面面積]；

~~*[_____ square metres / _____ square feet is the floor area of the utility platform];~~

~~*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；~~

~~*[_____ square metres / _____ square feet is the floor area of the verandah]; and~~

~~*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及~~

d. other measurements are —

其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];

*[空調機房的面積為 _____ 3.410 平方米 / _____ 37 平方呎]；

~~*[the area of the bay window is _____ square metres / _____ square feet];~~

~~*[窗台的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the cockloft is _____ square metres / _____ square feet];~~

~~*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the flat roof is _____ square metres / _____ square feet];~~

~~*[平台的面積為 _____ 平方米 / _____ 平方呎]；~~

*[the area of the garden is _____ square metres / _____ square feet];

*[花園的面積為 _____ 125.318 平方米 / _____ 1,349 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];

*[停車位的面積為 _____ 86.689 平方米 / _____ 933 平方呎]；

~~*[the area of the roof is _____ square metres / _____ square feet];~~

~~*[天台的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the stairhood is _____ square metres / _____ square feet];~~

~~*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；~~

~~*[the area of the terrace is _____ square metres / _____ square feet];~~

~~*[前庭的面積為 _____ 平方米 / _____ 平方呎]；~~

*[the area of the yard is _____ square metres / _____ square feet];

*[庭院的面積為 _____ 85.763 平方米 / _____ 923 平方呎]。

*Delete as appropriate.

77E Peak Road
山頂道 77E 號

e. the saleable area of the Property is 699.295 square metres / 7,527 square feet *[of which —]
本物業的實用面積為 699.295 平方米 / 7,527 平方呎*[，其中—]
*[square metres / square feet is the floor area of the balcony];
*[平方米 / 平方呎為露台的面積];
*[square metres / square feet is the floor area of the utility platform];
*[平方米 / 平方呎為工作平台的面積];
*[square metres / square feet is the floor area of the verandah]; and
*[平方米 / 平方呎為陽台的面積]; 及

f. other measurements are —
其他量度尺寸為 —

*[the area of the air-conditioning plant room is 4.366 square metres / 47 square feet];
*[空調機房的面積為 4.366 平方米 / 47 平方呎];

*[the area of the bay window is square metres / square feet];
*[窗台的面積為 平方米 / 平方呎];

*[the area of the cockloft is square metres / square feet];
*[閣樓的面積為 平方米 / 平方呎];

*[the area of the flat roof is square metres / square feet];
*[平台的面積為 16.095 平方米 / 182 平方呎];

*[the area of the garden is square metres / square feet];
*[花園的面積為 605.292 平方米 / 6,515 平方呎];

*[the area of the parking space is square metres / square feet];
*[停車位的面積為 147.438 平方米 / 1,587 平方呎];

*[the area of the roof is square metres / square feet];
*[天台的面積為 132.082 平方米 / 1,422 平方呎];

*[the area of the stairhood is square metres / square feet];
*[梯屋的面積為 平方米 / 平方呎];

*[the area of the terrace is square metres / square feet];
*[前庭的面積為 平方米 / 平方呎];

*[the area of the yard is square metres / square feet];
*[庭院的面積為 55.316 平方米 / 595 平方呎]。

*Delete as appropriate.

77F Peak Road
山頂道 77F 號

g. the saleable area of the Property is _____ square metres / _____ square feet *[of which —]
本物業的實用面積為 _____ 563.121 _____ 平方米 / _____ 6,061 _____ 平方呎*[，其中—]
*[_____ square metres / _____ square feet is the floor area of the balcony];
*[_____ 平方米 / _____ 平方呎為露台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the utility platform];
*[_____ 平方米 / _____ 平方呎為工作平台的樓面面積]；
*[_____ square metres / _____ square feet is the floor area of the verandah]; and
*[_____ 平方米 / _____ 平方呎為陽台的樓面面積]；及

h. other measurements are —
其他量度尺寸為 —

*[the area of the air-conditioning plant room is _____ square metres / _____ square feet];
*[空調機房的面積為 _____ 4.180 _____ 平方米 / _____ 45 _____ 平方呎]；

*[the area of the bay window is _____ square metres / _____ square feet];
*[窗台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the cockloft is _____ square metres / _____ square feet];
*[閣樓的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the flat roof is _____ square metres / _____ square feet];
*[平台的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the garden is _____ square metres / _____ square feet];
*[花園的面積為 _____ 473.341 _____ 平方米 / _____ 5,095 _____ 平方呎]；

*[the area of the parking space is _____ square metres / _____ square feet];
*[停車位的面積為 _____ 150.906 _____ 平方米 / _____ 1,624 _____ 平方呎]；

*[the area of the roof is _____ square metres / _____ square feet];
*[天台的面積為 _____ 164.656 _____ 平方米 / _____ 1,772 _____ 平方呎]；

*[the area of the stairhood is _____ square metres / _____ square feet];
*[梯屋的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the terrace is _____ square metres / _____ square feet];
*[前庭的面積為 _____ 平方米 / _____ 平方呎]；

*[the area of the yard is _____ square metres / _____ square feet];
*[庭院的面積為 _____ 平方米 / _____ 平方呎]。

*Delete as appropriate.

APPENDIX 附錄
Fittings, Finishes and Appliances 裝置、裝修物料及設備

<p>Internal wall 內牆</p>	<p>Wood veneer/ mirror panel in metal frame/ wallcovering/ leather upholstered panel (79 Peak Road) 木皮飾面/鏡面配金屬框/牆紙/軟墊皮 (山頂道 79)</p> <p>Wood veneer/ emulsion paint (79A, 77A, 77B, 77C, 77D, 77E, 77F Peak Road) 木皮飾面/乳膠漆 (山頂道 79A, 77A, 77B, 77C, 77D, 77E, 77F)</p>
<p>Internal floor 內部地板</p>	<p>Natural stone flooring for living/ dining room 客廳、飯廳鋪天然石</p> <p>Timber flooring for bedroom(s) 睡房鋪木地板</p>
<p>Door 門</p>	<p>Solid core timber door, metal door, glazed door, garage door (79, 79A, 77B, 77C, 77D, 77E, 77F Peak Road) 實心木門、鐵門、玻璃門及車庫門 (山頂道 79, 79A, 77B, 77C, 77D, 77E, 77F)</p> <p>Solid core timber door, metal door, glazed door, steel door, garage door (77A Peak Road) (實心木門、鐵門、玻璃門、鋼門、車庫門)</p>
<p>Bathroom 浴室</p>	<p>Floor finished with natural stone (except restroom in store room); Floor finished with porcelain tile for restroom in store room (79, 79A, 77A, 77D, 77E, 77F Peak Road) 地台鋪天然石(儲物室洗手間除外); 儲物室洗手間地台鋪瓷磚 (山頂道 79, 79A, 77A, 77D, 77E, 77F)</p> <p>Floor finished with natural stone (except bathroom in family room); Floor finished with porcelain tile for bathroom in family room (77B Peak Road) 地台鋪天然石(起居室浴室除外); 起居室浴室地台鋪瓷磚 (山頂道 77B)</p>

Floor finished with natural stone (except restroom of first floor);
Floor finished with porcelain tile for restroom of first floor
(77C Peak Road)

地台鋪天然石(一樓洗手間除外);
一樓洗手間地台鋪瓷磚
(山頂道 77C)

Wall finished with natural stone (except restroom in store room);
Wall finished with porcelain tile for restroom in store room.
(79, 79A, 77A, 77D, 77E, 77F Peak Road)

牆身鋪天然石(儲物室洗手間除外);
儲物室洗手間牆身鋪瓷磚
(山頂道 79, 79A, 77A, 77D, 77E, 77F)

Wall finished with natural stone (except bathroom in family room);
Wall finished with porcelain tile for bathroom in family room
(77B Peak Road)

牆身鋪天然石(起居室浴室除外);
起居室浴室牆身鋪瓷磚
(山頂道 77B)

Floor finished with natural stone (except restroom of first floor);
Floor finished with porcelain tile for restroom of first floor
(77C Peak Road)

牆身鋪天然石(一樓洗手間除外);
一樓洗手間牆身鋪瓷磚
(山頂道 77C)

Gypsum board false ceiling finished with emulsion paint
石膏板假天花髹乳膠漆

Kitchen 廚房	Floor finished with natural stone 地台鋪天然石
	Wall finished with natural stone, high gloss lacquered panels and wood veneered (79 Peak Road) 牆身鋪天然石、高光漆油飾面及木飾面 (山頂道 79)
	Wall finished with natural stone and wood veneered (77C, 77D Peak Road) 牆身鋪天然石及木飾面 (山頂道 77C, 77D)
	Wall finished with natural stone and high gloss lacquered panels (79A, 77A, 77B, 77C, 77E 77F Peak Road) 牆身鋪天然石及高光漆油飾面 (山頂道 79A, 77A, 77B, 77C, 77E 77F)
	Wall at the back of kitchen cabinet finished with reconstituted stone 廚櫃背後之牆身鋪人造石
	Gypsum board false ceiling finished with emulsion paint 石膏板假天花髹乳膠漆
Cooking bench countertop finished with natural stone 灶台的台面鋪天然石	
Other provisions 其他設備	Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, steam generator, ceiling speaker, cosmetic fridge, safe box, dry cleaner, BBQ grill (79 Peak Road) 雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、加濕器、天花揚聲器、化妝品雪櫃、保險箱、衣物護理機、燒烤爐 (山頂道 79)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, steam generator, ceiling speaker, BBQ grill

(79A, 77A Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、加濕器、天花揚聲器、燒烤爐

(山頂道 79A, 77A)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, BBQ grill

(77B, 77D, 77E, 77F Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、燒烤爐

(山頂道 77B, 77D, 77E, 77F)

Refrigerator, undercounter wine cabinet, undercounter freezer drawer, wine cellar, undercounter fridge, warming drawer, microwave oven, steam oven, emperor oven, dishwasher, washing machine, heat pump tumbler dryer, coffee bean machine, cooker hood, combi-set-gas wok, combi-set-stove burners, combi-set-barbecue grill, hydro tap, BBQ grill

(77C Peak Road)

雪櫃、枱下式酒櫃、枱下式凍櫃抽屜、酒櫃、枱下式雪櫃、暖食物器、微波爐、蒸爐、焗爐、洗碗碟機、洗衣機、乾衣機、咖啡機、抽油煙機、組合式炒鑊氣體煮食爐、組合式雙頭氣體煮食爐、組合式燒烤爐、隱藏式冷熱飲用水機、燒烤爐

(山頂道 77C)

Installed with exhaust fan, dehumidifier, NCCO air treatment unit, gas water heater, electric water heater

設有抽氣扇、抽濕機、NCCO 空氣處理系統、煤氣熱水爐、電熱水爐

Air-conditioning for living/ dining room and bedroom(s)

客廳、飯廳及睡房裝設冷氣機

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

對買方的警告
買方請小心閱讀

Name and address of the Development:
發展項目名稱及地址:

77/79 Peak Road
79 Peak Road, 79A Peak Road & 77 Peak Road
山頂道 79 號、山頂道 79A 號&山頂道 77 號

Peak Road
山頂道 號
(the "Property" "該物業")

Purchaser(s) 買方: _____

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

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

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

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

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

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

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

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

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

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

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

Dated this day of
公曆 年 月 日

Signature of Purchaser(s)
買方簽署 :

To 致 : Wharf Peak Properties Limited (“the Vendor” “賣方”)
From 由 : _____ (“the Purchaser” “買方”)

Dear Sirs,
敬啟者

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

Name and address of the Development: 77/79 Peak Road
發展項目名稱及地址: 79 Peak Road, 79A Peak Road & 77 Peak Road
山頂道 79 號、山頂道 79A 號&山頂道 77 號

Peak Road
山頂道 號
_____ (the “Property” “該物業”)

We/I hereby confirm that we/I [are/am] or [are not/am not]* :-

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) a manager of such an associate corporation or holding company.

Manager (經理) has the meaning given by Section 2(1) of the Companies Ordinance (Cap. 622);

Private company (私人公司) has the meaning given by Section 11 of the Companies Ordinance (Cap. 622).

We/I hereby further undertake to notify you in writing on any change of the above information on or prior to our/my signing of the Formal Agreement for Sale and Purchase.

吾等/本人茲確認吾等/本人是/不是* :-

- (a) 賣方的董事，或該董事的父母、配偶或子女；
- (b) 賣方的經理；
- (c) 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；
- (d) 賣方的有聯繫法團或控權公司；
- (e) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 上述有聯繫法團或控權公司的經理。

經理(manager)具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；

私人公司(private company)具有《公司條例》(第 622 章) 第 11 條給予該詞的涵義。

吾等/本人茲進一步承諾如吾等/本人在簽署正式買賣合約或之前就上述情況有任何改變，吾等/本人將以書面通知 貴公司。

**Delete as appropriate 刪除不適用者*

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signed by Purchaser(s) 買方簽署

Name of the Purchaser(s) 買方姓名 : _____

Date 日期 : _____

Personal Data Collection Statement
收集個人資料聲明

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Wheelock Properties (Hong Kong) Limited (“WPHKL”) wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “personal data”) for the purposes of:

會德豐地產(香港)有限公司(「會德豐地產」)擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) in 77/79 Peak Road by Wharf Peak Properties Limited (“Vendor”) and its associated companies, subsidiaries and its related companies and WPHKL and protecting their interests in the development of 77/79 Peak Road, and monitoring the work of WPHKL by the Vendor (“Obligatory Purposes”); and

(i) 供 Wharf Peak Properties Limited (「賣方」)及其有聯系公司、附屬公司及關連公司以及會德豐地產處理與閣下購買 77/79 Peak Road 的住宅單位有關的所有法律及其他必需的行政事宜並保障前述各方在 77/79 Peak Road 發展項目中的權益，以及供賣方監察會德豐地產的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by WPHKL regarding investment opportunities in 77/79 Peak Road, including but not limited to the direct marketing to you of the residential units in 77/79 Peak Road and conducting marketing, sale and statistical analysis (“Voluntary Purposes”).

(ii) 供會德豐地產就在 77/79 Peak Road 的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在 77/79 Peak Road 的住宅單位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

Your personal data is required by WPHKL for the Obligatory Purposes. If you do not provide your personal data to WPHKL for these purposes, WPHKL will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) in 77/79 Peak Road and/or administrative matters relating to the same.

會德豐地產乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予會德豐地產作此等用途，會德豐地產將不能夠作出強制性用途，這可能對閣下購買在 77/79 Peak Road 中的住宅單位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish WPHKL to use your personal data for direct marketing in relation to the investment opportunities in 77/79 Peak Road including but not limited to the residential units in 77/79 Peak Road, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望會德豐地產使用閣下的個人資料向閣下進行在 77/79 Peak Road 中的投資機會(包括但不限於在 77/79 Peak Road 的住宅單位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

WPHKL may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，會德豐地產不得使用或提供閣下的個人資料作自願性用途。

WPHKL will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Vendor for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Vendor who may then use your personal data for the Voluntary Purposes. WPHKL will not transfer your personal data to any other person without your consent.

會德豐地產將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予賣方作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予賣方，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，會德豐地產不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require WPHKL at any time to cease using your personal data for the Voluntary Purposes and WPHKL must so cease, without charge.

閣下可隨時撤回閣下的同意並要求會德豐地產停止使用閣下的個人資料作自願性用途，而會德豐地產必須在不收費的情況下停止如此使用該等資料。

WPHKL will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. WPHKL will not retain your personal data if you withdraw your consent and request WPHKL to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, WPHKL will destroy your personal data as soon as practicable after WPHKL are no longer obliged to retain such data by law.

會德豐地產將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求會德豐地產停止如此使用閣下的個人資料，會德豐地產將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，會德豐地產將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in WPHKL's records. To exercise these rights, you may contact WPHKL at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在會德豐地產的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與會德豐地產聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding WPHKL's policies and practices with respect to personal data and (2) raise general questions and complaints about WPHKL's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關會德豐地產在個人資料方面的政策及實務的一般資料及 (2) 提出有關會德豐地產處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Wheelock Properties (Hong Kong) Limited

Address: 23rd Floor, Wheelock House, 20 Pedder Street, Central, Hong Kong (Marked "Confidential")

個人資料私隱主任

會德豐地產(香港)有限公司

地址：香港中環畢打街 20 號會德豐大廈 23 樓（註明「保密」字樣）

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct WPHKL **NOT** to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Vendor. (If I do not check this box, I understand that WPHKL **will** use my personal data for its Voluntary Purposes described above and transfer my personal data to the Vendor for the Voluntary Purposes described above.)

本人在此空格加上剔(「✓」)號，即表示本人指示會德豐地產不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予賣方。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，會德豐地產**將會**使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予賣方作上述自願性用途。)

Signature of Applicant :

申請人簽署：

Name of Applicant :

申請人姓名：

Date :

日期：

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

有關中介人的聲明
Declaration in relation to Intermediary

Name and address of the Development: 77/79 Peak Road
發展項目名稱及地址: 79 Peak Road, 79A Peak Road & 77 Peak Road
山頂道 79 號、山頂道 79A 號&山頂道 77 號
Peak Road
山頂道 號

(“the Property” “該物業”)

Purchaser(s) 買方 :

Vendor 賣方 : Wharf Peak Properties Limited

1. 買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買該物業：
The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser(s) to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase:

姓名 Name : _____

地產代理牌照號碼 EA Licence No. : _____

所屬地產代理公司 Estate Agency: _____

上述介紹人及其所屬地產代理公司後各稱「中介人」。

The aforesaid person, the estate agency to which he/she belongs will each be referred to as an “Intermediary”.

2. 買方及中介人確認知悉及確認以下各項：

The Purchaser(s) and the Intermediary(ies) acknowledge and confirm the followings:

- (a) 任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、承諾、保證或陳述。賣方不須就任何中介人所作出的任何協議、承諾、保證或陳述（如有）向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、承諾、保證或陳述。
Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.
- (b) 賣方及其職員並無亦不會直接或間接向買方或任何中介人收取樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C)舉報。

The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser(s) or any Intermediary. If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption (I.C.A.C.).

- (c) 賣方並無授權任何中介人向買方收取任何費用或佣金。如中介人擅自向買方收取任何費用或佣金，賣方將不會繳付(而中介人在此亦同意賣方將不會繳付)中介人有關該物業任何費用或佣金。
The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fee or commission from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property.
- (d) 買方與任何中介人之任何膠轕，一概與賣方無關。該物業之買賣交易一切依據該物業之臨時買賣合約及正式買賣合約進行。
The Vendor is not and will not be involved in any dispute between the Purchaser(s) and any Intermediary.

The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase of the Property.

3. 本聲明中文譯本僅供參考，如與英文文本有異，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署 SIGNED BY THE PURCHASER(S)

中介人簽署 SIGNED BY THE INTERMEDIARY(IES)

Date 日期：_____

Date 日期：_____

77/79 Peak Road (“the Development”)
77/79 Peak Road (“發展項目”)
Vendor’s Information Form 賣方資料表格

77B Peak Road
山頂道 77B 號
 (“the Residential Property”) (“住宅物業”)

須就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 42,371 HKD 42,371 per month
須就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	資料尚未能提供（見註 1） Information not yet available (see Note 1)
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	無 None
發展項目的管理人的名稱 The name of the manager of the Development	Harriman Property Management Limited
賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人需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
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所指的影響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

註 1: 現在地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

印製日期 Date of Printing: 19/2/2021

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor’s Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

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

Signed by Purchaser(s) 買方簽署

Name of the Purchaser(s) 買方姓名：_____

Date 日期：_____

**77/79 Peak Road (“the Development”)
77/79 Peak Road (“發展項目”)
Vendor’s Information Form 賣方資料表格**

77C Peak Road
山頂道 77C 號
 (“the Residential Property”) (“住宅物業”)

須就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 42,052 HKD 42,052 per month
須就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	資料尚未能提供（見註 1） Information not yet available (see Note 1)
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	無 None
發展項目的管理人的名稱 The name of the manager of the Development	Harriman Property Management Limited
賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人需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
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所指的影響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

註 1: 現在地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

印製日期 Date of Printing: 19/2/2021

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor’s Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

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

Signed by Purchaser(s) 買方簽署

Name of the Purchaser(s) 買方姓名：_____

Date 日期：_____

77/79 Peak Road (“the Development”)
77/79 Peak Road (“發展項目”)
Vendor’s Information Form 賣方資料表格

77E Peak Road
山頂道 77E 號
 (“the Residential Property”) (“住宅物業”)

須就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 54,796 HKD 54,796 per month
須就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	資料尚未能提供（見註 1） Information not yet available (see Note 1)
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	無 None
發展項目的管理人的名稱 The name of the manager of the Development	Harriman Property Management Limited
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需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
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所指的影響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

註 1: 現在地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

印製日期 Date of Printing: 19/2/2021

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor’s Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

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

Signed by Purchaser(s) 買方簽署

Name of the Purchaser(s) 買方姓名：_____

Date 日期：_____

77/79 Peak Road (“the Development”)
77/79 Peak Road (“發展項目”)
Vendor’s Information Form 賣方資料表格

77F Peak Road
 山頂道 77F 號
 (“the Residential Property”) (“住宅物業”)

須就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 41,893 HKD 41,893 per month
須就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	資料尚未能提供（見註 1） Information not yet available (see Note 1)
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	無 None
發展項目的管理人的名稱 The name of the manager of the Development	Harriman Property Management Limited
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需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
賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development	無 None
賣方所指的影響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

註 1: 現在地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

印製日期 Date of Printing: 19/2/2021

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor’s Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

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

Signed by Purchaser(s) 買方簽署

 Name of the Purchaser(s) 買方姓名：_____

Date 日期：_____

Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Vendor
致 賣方 : Wharf Peak Properties Limited

The Property
該物業 : Peak Road 山頂道 號
77/79 Peak Road (“the Development” / “發展項目”)
79 Peak Road, 79A Peak Road & 77 Peak Road
山頂道 79 號、山頂道 79A 號&山頂道 77 號

Name of Purchaser(s)
買方名稱 : _____

ID / BR No.
身份證/商業登記證號碼 : _____

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

Please specify 請選擇:

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

and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。

Date of viewing of the Property 參觀該物業日期: _____

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人/我們確認由於開放該物業予本人/我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人/我們參觀：

and I / we have viewed the comparable residential property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。

Date of viewing of the comparable residential property 參觀與該物業相若的住宅物業日期:

OR 或

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

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

comparable residential property 與該物業相若的住宅物業：

發展項目 _____ of the Development

- C. I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us 本人／我們確認開放該物業予本人／我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人／我們參觀亦並非合理地切實可行，本人／我們特此同意賣方無須在該物業售予本人／我們之前開放與該物業相若的住宅物業供本人／我們參觀。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Acknowledgement Letter for Physical State of Residential Property
有關住宅物業狀況確認函

To the Vendor
致 賣方 : Wharf Peak Properties Limited

Peak Road 山頂道 號

The Property
該物業 : 77/79 Peak Road (“the Development” / “發展項目”)
79 Peak Road, 79A Peak Road & 77 Peak Road
山頂道 79 號、山頂道 79A 號&山頂道 77 號

Name of Purchaser(s)
買方名稱 :

ID / BR No.
身份證/商業登記證號碼 :

I / We, the undersigned, hereby acknowledge and confirm the following matters:

本人／我們即下述簽署人謹此確認以下事項:-

(1) that I / we am/are fully aware that certain fittings, finishes and appliances of the Property may have slight natural difference(s) in colour and/or pattern (“**the Difference**”) as specified in the Schedule.

本人／我們充分知悉該物業的某些裝置、裝修物料及設備的顏色及/或紋理可能與列明於附表所提供者有少許自然差異(「**該差異**」)。

(2) that the Difference has been made good by the Vendor with reasonable skill, workmanship and materials and does not constitute a defect of the Property.

賣方已以合理的技巧、工藝及物料就該差異作出修繕，該差異不構成該物業的欠妥之處。

(3) that I / we shall not make any objection to the Difference.

本人／我們將無權就該差異提出任何異議。

(4) In the event of any conflict or discrepancy between the Chinese and English version the text contained herein.

如本確認函所載的文字之中英文本有任何止有任何歧義，概以英文文本為準。

Signature of the Purchaser(s) 買方簽署:

Date 日期: _____

Schedule

附表

Fittings, Finishes and Appliances 裝置、裝修物料及設備

Applicable to unit 77B Peak Road, 77C Peak Road, 77E Peak Road & 77F Peak Road
適用山頂道 77B 號, 山頂道 77C 號, 山頂道 77E 號&山頂道 77F 號

Internal wall 內牆	Wood veneer/ emulsion paint (77B, 77C, 77E, 77F Peak Road) 木皮飾面/乳膠漆 (山頂道 77B, 77C, 77E, 77F)
Internal floor 內部地板	Natural stone flooring for living/ dining room 客廳、飯廳鋪天然石 Timber flooring for bedroom(s) 睡房鋪木地板
Door 門	Solid core timber door, metal door, glazed door, garage door (77B, 77C, 77E, 77F Peak Road) 實心木門、鐵門、玻璃門及車庫門 (山頂道 77B, 77C, 77E, 77F)
Bathroom 浴室	Floor finished with natural stone (except restroom in store room); Floor finished with porcelain tile for restroom in store room (77E, 77F Peak Road) 地台鋪天然石(儲物室洗手間除外); 儲物室洗手間地台鋪瓷磚 (山頂道 77E, 77F) Floor finished with natural stone (except bathroom in family room); Floor finished with porcelain tile for bathroom in family room (77B Peak Road) 地台鋪天然石(起居室浴室除外); 起居室浴室地台鋪瓷磚 (山頂道 77B) Floor finished with natural stone (except restroom of first floor); Floor finished with porcelain tile for restroom of first floor (77C Peak Road) 地台鋪天然石(一樓洗手間除外); 一樓洗手間地台鋪瓷磚 (山頂道 77C) Wall finished with natural stone (except restroom in store room); Wall finished with porcelain tile for restroom in store room. (77E, 77F Peak Road) 牆身鋪天然石(儲物室洗手間除外); 儲物室洗手間牆身鋪瓷磚 (山頂道 77E, 77F) Wall finished with natural stone (except bathroom in family room); Wall finished with porcelain tile for bathroom in family room (77B Peak Road) 牆身鋪天然石(起居室浴室除外); 起居室浴室牆身鋪瓷磚 (山頂道 77B) Floor finished with natural stone (except restroom of first floor); Floor finished with porcelain tile for restroom of first floor (77C Peak Road) 牆身鋪天然石(一樓洗手間除外); 一樓洗手間牆身鋪瓷磚 (山頂道 77C)

Kitchen 廚房	Floor finished with natural stone 地台鋪天然石
	Wall finished with natural stone and wood veneered (77C Peak Road) 牆身鋪天然石及木飾面 (山頂道 77C)
	Wall finished with natural stone and high gloss lacquered panels (77B, 77C, 77E, 77F Peak Road) 牆身鋪天然石及高光漆油飾面 (山頂道 77B, 77C, 77E, 77F)
	Wall at the back of kitchen cabinet finished with reconstituted stone 廚櫃背後之牆身鋪人造石
	Cooking bench countertop finished with natural stone 灶台的台面鋪天然石

Supplemental Letter 補充函

To 致 : Wharf Peak Properties Limited (“the Vendor” “賣方”)
From 由 : The Tenderer named below 下述投標者

Dear Sirs,
敬啟者:

**Re: The Tender specified below in respect of of 77/79 Peak Road
關於：下述有關 77/79 Peak Road 之投標**

I/We, all the Tenderers named below, wish to submit my/our tenders specified below on the following conditions:-
我/我們，下述所有投標者（“相關投標者”）希望按以下條件提交下述投標:-

I/We wish to submit my/our tenders specified above in accordance with the group(s) with the order of priority (“Preference Group(s)”) specified in the table below. Smaller number of the Preference Group indicates higher priority. I/We understand that the Vendor would at most accept the tender(s) under **ONE** Preference Group amongst all Preference Groups and all such tender(s) must be accepted **as a whole**. For the avoidance of doubt, I/We also understand and acknowledge that the priority set out below is for the Vendor’s reference only and the Vendor is not obliged to consider any Preference Group stated by any tenderer or award a tender according to any priority stated by any tenderer.

我/我們希望以下表所列之優先次序及組合（“優先組合”）提交上述投標。優先組合號數越小代表優先次序越高。我/我們明白賣方最多只會接受一個優先組合下的投標而所有該等投標須一同獲接受。為釋疑慮，我/我們明白及確認上述優先次序僅作賣方參考之用，賣方並無責任考慮任何投標人列明的任何優先次序或根據任何投標人列明的任何優先次序接受投標。

Preference Group(s) 優先組合	Please tick (“✓”) the appropriate box beside the property(ies) selected for your preference group(s) 請於所選作出優先組合之物業旁邊方格內填上剔號(“✓”):
1.	<input type="checkbox"/> 77B Peak Road 山頂道 77B 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77C Peak Road 山頂道 77C 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77E Peak Road 山頂道 77E 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77F Peak Road 山頂道 77F 號, Name(s) of Tenderer 投標者名稱: _____
2.	<input type="checkbox"/> 77B Peak Road 山頂道 77B 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77C Peak Road 山頂道 77C 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77E Peak Road 山頂道 77E 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77F Peak Road 山頂道 77F 號, Name(s) of Tenderer 投標者名稱: _____
3.	<input type="checkbox"/> 77B Peak Road 山頂道 77B 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77C Peak Road 山頂道 77C 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77E Peak Road 山頂道 77E 號, Name(s) of Tenderer 投標者名稱: _____ <input type="checkbox"/> 77F Peak Road 山頂道 77F 號, Name(s) of Tenderer 投標者名稱: _____

I/We understand that if the Vendor could NOT accept my/our tender(s) according to the conditions specified by me/us above, all tenders specified above submitted by me/us would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

我/我們明白若賣方未能以我/我們以上指定之條件接受我/我們的投標，我/我們上述已提交的所有投標將不被理會及不被賣方考慮或接受。我/我們亦確認、同意及接受賣方決定之投標結果為最終的，而我/我們將不會就此提出任何申索或反對。

I/We understand and acknowledge that nothing in this document should prejudice the Vendor's rights under (7) of the Tender Notice (Tender No. H77.2 dated 27 February 2021). The tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

我/我們明白及確認本文件並不損害招標公告(日期為 2021 年 2 月 27 日；招標號碼 H77.2)第(7)段下賣方之權利。賣方決定之投標結果為最終的，而閣下將不能就此提出任何申索或反對。

I/We acknowledge that I/We have been advised to instruct my/ our own solicitors to advise me on the terms and conditions and this document.

我/我們確認獲建議就本文件之條款向我/我們的律師尋求意見。

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

如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of the Tenderer 1 投標者 1 簽署

Signature of the Tenderer 2 投標者 2 簽署

Signature of the Tenderer 3 投標者 3 簽署

Date 日期: _____