



Associated Surveyors & Auctioneers Ltd.

協聯估值及拍賣行有限公司

Surveyors ♦ Valuers ♦ Estate Consultants & Agents ♦ Arbitrator ♦ Auctioneers

地產測量師 • 估值師 • 地產顧問及代理 • 仲裁師 • 拍賣師

公開拍賣
PUBLIC AUCTION

承業主命
公開拍賣貴重物業
(拍賣前售出或收回除外)

茲定於二零二五年五月二十八日 (星期三) 下午三時正
ON WEDNESDAY, THE 28TH DAY OF MAY 2025 AT 3:00PM

拍賣地點 : 香港九龍紅磡民裕街 30 號興業工商大廈十樓 A1 室
Auction Venue : Room A1, 10/F, Summit Building, 30 Man Yue Street, Hung Hom,
Kowloon, Hong Kong

物業地址 : 香港英皇道 238 號康澤花園 D 座 30 字樓 05 室
Address : Unit 05 on 30/F of Tower D, Fortress Metro Tower No. 238 King's
Road, Hong Kong

物業用途 : 住宅
Usage : Domestic

落成年份 : 約 1987 年
Completion Year : About 1987

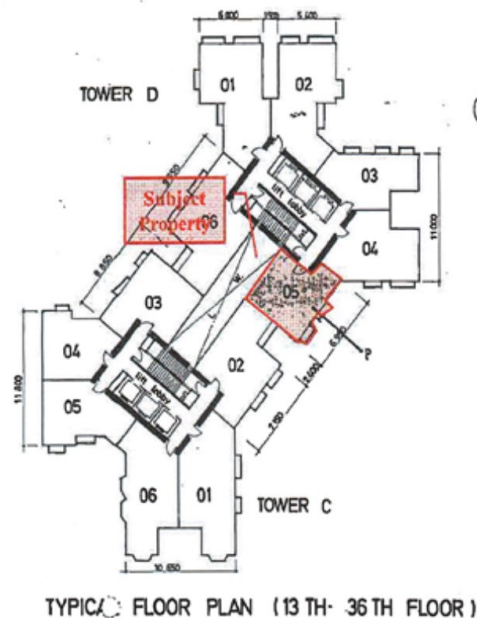
實用面積 : 約 400 平方英尺 (祇供參考)
Saleable Area : Approx. 400 square feet (for reference only)

官約批期 : 由 1985 年 5 月 17 日起計 75 年可續期 75 年
Government Term : 75 years renewable for 75 years commencing from 17th May, 1985

拍賣低價 : 港幣四百五拾五萬二千四百元正
Reserved Price : HK \$ **4,552,400.00**

備注：以上面積只供參考用；此物業乃依據現有租客權益。租約為期四年由 2024 年 6 月 10 日起計至 2028 年 6 月 9 日止。由 2024 年 8 月 10 日起計至 2026 年 6 月 9 日每月租金為港幣壹萬叁仟元正 (HK\$13,000.00), 由 2026 年 6 月 10 日起計至 2028 年 6 月 9 日每月租金為港幣壹萬叁仟陸佰伍拾元正 (HK\$13,650.00)。

Remarks：Subject area for reference only ; The Property is sold subject to an existing tenancy agreement with for a term of 4 years, commencing from the 10st day of June, 2024 to the 9th day of June, 2028. Monthly rental at HK\$13,000.00 (HONG KONG DOLLARS THIRTEEN THOUSAND ONLY) from the 10th day of August, 2024 to the 9th day of June, 2026 and HK\$13,650.00 (HONG KONG DOLLARS THIRTEEN THOUSAND SIX HUNDRED AND FIFTY ONLY) from the 10th day of June, 2026 to the 9th day of June, 2028.



看樓及查詢陳先生 2522 2088

**By Order of The Owner
Valuable Property For Sale by Public Auction
(Unless Previously Sold or Withdrawn)**

承業主命
公開拍賣貴重物業
(拍賣前售出或收回除外)

**Unit 05 on 30/F of Tower D, Fortress Metro Tower
No. 238 King's Road, Hong Kong
香港英皇道 238 號康澤花園 D 座 30 字樓 05 室**

Auction Date: 28th May, 2025 at 3:00 p.m. (Wednesday)
拍賣日期: 2025 年 5 月 28 日(星期三) 下午三時正

Auction Venue: Unit A1, 10th Floor, Summit Building, No. 30 Man Yue Street,
Hung Hom, Kowloon, Hong Kong
拍賣地點 : 香港九龍紅磡民裕街 30 號興業工商大廈 10 樓 A1 室

PARTICULARS OF THE PROPERTY

物業概述

The Property consist of :-

Unit 05 on 30/F of Tower D, Fortress Metro Tower

No. 238 King's Road, Hong Kong

香港英皇道 238 號康澤花園 D 座 30 字樓 05 室

Property Description :-

ALL THOSE 50 equal undivided 54700th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 8557 And of and in the messuages erections and buildings erected thereon now known as NO. 238 KING'S ROAD, FORTRESS METRO TOWER TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT UNIT 05 ON THE THIRTY FLOOR OF TOWER D of the said FORTRESS METRO TOWER.

該物業座落香港於土地註冊署註冊為內地段 8557 段及其上蓋建築物即香港英皇道 238 號康澤花園之不可分割相等份之伍萬肆仟柒百份之伍十份權益連同擁有及獨自享該建築物 D 座 30 字樓 05 室之專用權益出售。

Government Term : 75 years renewable for 75 years commencing from 17th May, 1985

官約批期 : 由 1985 年 5 月 17 日起計 75 年可續期 75 年

Saleable Area : Approx. 400 square feet (for reference only)

實用面積 : 約 400 平方呎 (祇供參考)

Remarks : The Property is sold subject to an existing tenancy agreement with for a term of 4 years, commencing from the 10st day of June, 2024 to the 9th day of June, 2028. Monthly rental at HK\$13,000.00 (HONG KONG DOLLARS THIRTEEN THOUSAND ONLY) from the 10th day of August, 2024 to the 9th day of June, 2026 and HK\$13,650.00 (HONG KONG DOLLARS THIRTEEN THOUSAND SIX HUNDRED AND FIFTY ONLY) from the 10th day of June, 2026 to the 9th day of June, 2028.

備註 此物業乃依據現有租客權益。租約為期四年由 2024 年 6 月 10 日起計至 2028 年 6 月 9 日止。由 2024 年 8 月 10 日起計至 2026 年 6 月 9 日每月租金為港幣壹萬叁仟元正 (HK\$13,000.00), 由 2026 年 6 月 10 日起計至 2028 年 6 月 9 日每月租金為港幣壹萬叁仟陸佰伍拾元正 (HK\$13,650.00)。

《特別拍賣條款》 SPECIAL CONDITIONS OF SALE

(1) 買主在拍賣人下鎚後須即時：

The Purchaser shall immediately on fall of the hammer:-

(甲) 按一般及特別拍賣條款之規定以香港持牌銀行本票或支票繳付購買價百分之伍(5%)作為訂金(“訂金”)予同悅發展有限公司(“賣主”)並簽署內附合約以完成整個拍賣程序；並需

(a) Pay to Tung East Development Limited (“the Vendor”) a deposit equivalent to five per cent (5%) of the purchase money (“deposit”) by cashier order or cheque drawn on a licensed bank in Hong Kong SAR and sign the Memorandum of Agreement in the form annexed hereto to complete the purchase according to the General Conditions of Sale and Special Conditions of Sale; and

(乙) 以香港持牌銀行本票或支票繳付購買價百分之壹作為佣金予協聯估值及拍賣行有限公司。

(b) Pay to **Associated Surveyors & Auctioneers Limited** a commission equivalent to one per cent (1%) of the purchase money by cashier order or cheque drawn on a licensed bank in Hong Kong SAR.

(2) 買主必須在二零二五年八月二十七日(交易完成日期)下午五時前在下述指定賣主律師代表繳付購買價餘款並完成買賣交易。

The Purchaser shall pay the balance of the purchase money and complete the purchase of the property at or before 5:00 p.m. on 27 August 2025 (“the Completion Date”) at the office of the Vendor’s Solicitors provided hereunder (“Vendor’s Solicitors”)

物業 香港英皇道238號康澤花園D座3005室：

Property :Unit 05 on 30/F of Tower D, Fortress Metro Tower, No. 238 King’s Road, Hong Kong

賣主律師代表

吳少鵬律師事務所
香港金鍾道95號
統一中心21樓
C2室

Vendor’s Solicitors

Ng & Shum, Solicitors,
C2, 21st Floor,
United Centre,
95 Queensway, HK

聯絡人 : 吳少鵬律師
電話 : 25239156
傳真 : 2810 6511

Attn. : Mr. Steve Ng
Tel : 2523 9156
Fax : 2810 6511

如交易完成日期訂於非辦公日(指香港持牌銀行不於當天營業)或星期六或在當日香港懸掛八號風球或以上颱風訊號或黑色暴雨警告訊號，則上述交易完成日期將自動順延至下一個沒有懸掛八號風球或以上颱風訊號或黑色暴雨警告訊號的一個辦公日。為免生疑慮，交易完成日將不會於星期六進行。

When the Completion Date shall otherwise fall on a day which is not a business day (defined as a day on which licensed banks are opened for business in Hong Kong) or Saturday or shall fall on a day on which typhoon signal No. 8 or above is hoisted or the black rainstorm warning signal is in force in Hong Kong at any time on such date for completion, the Completion Date shall automatically be postponed to the next business day or such next succeeding business (being not a Saturday) day on which no typhoon signal No.8 or above is hoisted or no rainstorm black warning signal is in force (as the case may be). For the avoidance of doubt, completion of the sale and purchase herein shall not take place on Saturday.

- (3) 買主須以香港持牌銀行開發之本票或律師行開發之香港持牌銀行之支票繳付購買金額餘額。賣主或在特別拍賣條款內所指的賣主律師行(“賣主律師”)有權要求買主以一張或多張支票支付購買價餘額，並按照一般及特別拍賣條款中之各項條件在交易完成日期或之前在賣主律師辦事處完成買賣及本約各項事宜所訂明之時間限制均極為重要。除非買主在付款時亦遵守上述付款方式的規定，否則不得被視為解除本約項下的付款責任。在買主妥善完成買賣之當日起計，(按照實際情況)買主有權享有該物業之租金及利潤收益或交吉擁有權。所有於該日前但不包括該日在內與物業有關之地租、地稅、管理費及差餉，如根據法例需由賣主承擔，均由賣主承擔。若有需要，該等開支須由買主及賣主分擔及在完成日期支付。賣主毋須被要求出示該類開支之收條正本或在完成交易時出示該類開支之分擔數據，買主應當自行查核已繳款之各項細節。買主必須在完成交易時交回賣主有關該物業的管理費，水費，電費或其他管理或公用設施之按金或基金(如有)及管理費盈餘(如有)，而這些按金可在無任何扣除或限制的情況下轉易。

The Purchaser shall pay the balance of the purchase money by cashier order or cheque issued by a Solicitors' firm drawn on a licensed bank in Hong Kong SAR. The Vendor or his Solicitors referred to in these Special Conditions of Sale (“the Vendor’s Solicitors”) shall be entitled to require the Purchaser to split such cashier order(s) or cheque(s) for the balance of the purchase price and complete the purchase in accordance with the Conditions as contained in these General and Special Conditions of Sale on or before the Completion Date at the office of the Vendor’s Solicitors and time shall in every respect be of the essence of the contract. The Purchaser shall not be deemed to have discharged the obligations to make payment hereunder unless in making such payment, the Purchaser also complies with the manner of payment as aforesaid. As from and inclusive of the date of the Purchaser duly completing his purchase he shall be entitled to the rents and profits or vacant possession of the Property (as the case may be). The Government rent, management fee and rates in respect of the Property up to but excluding that date shall be borne by the Vendor provided the Vendor is liable to settle the same under law. The Government rent, management fee and rates shall, if necessary, be apportioned between the Vendor and Purchaser and paid on completion. The Vendor shall not be required to produce the original receipts in respect of such outgoing or to produce an apportionment account for such outgoing upon completion and the Purchaser is advised to check the details of payment of the outgoing by his own means. The Purchaser shall on completion repay to the Vendor any management charges, water, electricity or other management or

utility deposits or funds and management fee surplus (if any) in respect of the Property (if any) which are transferable without any deduction or restriction.

- (4) (甲) 此次出售該物業之賣主是以業主身份出售，
- (a) The Vendor is selling the Property as beneficial owner.
- (乙) 當買主按本約之規定繳清購買價餘額後，賣主必須簽立一份妥當的轉讓契約給買主，而該份轉讓契約須由買主自費備妥並由賣主律師行審批。即使與本拍賣章程內之規定有所牴觸，現買主明確同意，在未完成買賣交易前買主不得轉售或轉讓該物業或該物業的任何部份或此合約的權益或簽立任何相關協議或提名任何人仕簽立該物業的轉讓契，如買主是公司，在未完成買賣交易前不得作任何影響實質股份的改動，轉讓或更改，除了該買主外賣主無責任轉讓該物業給其他人仕亦無責任簽立多過一份有關該物業的轉讓契約。除了按本章程已付的訂金外，所有購買價餘款必須在日常工作天(星期六除外)下午三時前以香港持牌銀行本票或律師行開發之香港持牌銀行支票形式送達賣主律師行。
- (b) Upon full payment of the balance of the purchase money in the manner as herein set out, the Vendor shall execute or procure to be executed in favour of the Purchaser a proper assignment of the Property sold to him such assignment to be prepared by and at the expense of the Purchaser and to be approved by the Vendor's Solicitors. Notwithstanding anything herein contained to the contrary, it is expressly agreed that prior to completion, the Purchaser shall not be entitled to sub-sell or transfer the Property or any part thereof or otherwise to dispose of the benefit hereof or to enter into any agreement so to do or to nominate a nominee to take up the Assignment of the Property. In the case of a corporate Purchaser, no change, transfer or variation in the beneficial shareholding of the Purchaser is permitted or allowed prior to completion. Upon completion, the Vendor shall not be obliged to assign the Property to any person other than the Purchaser nor be required to execute more than one Assignment of the Property agreed to be sold as a whole. All payments other than the deposit payable hereunder shall be made by cashier order or cheque issued by a Solicitors' firm drawn on a licensed bank in Hong Kong and the same shall reach the office of the Vendor's Solicitors at or before 3:00 p.m. on a weekday.
- (5) 賣主擁有之所有權契據在出售前之任何期間，可預約於辦公時間內往賣主律師行查閱。賣主祇需給予買主其對該物業之所有權而本章程所附之合約一經簽訂，買主即被視作已接受賣主對該物業的業權。在出售之前或之後買主或有意購買者不能就有關該物業之契據作出任何要求或異議。買主謹此聲明賣主曾提供機會查驗該物業所有權文件，及不論該買主是否已查驗該物業所有權文件亦已被當作完全知悉其內容，買主並作出聲明其無須作出進一步查詢或要求並已接受該物業賣主的業權。

The muniments of title of the Property in the Vendor's possession may be inspected any time prior to the sale during business hours at the offices of the Vendor's Solicitors by prior appointment. The Vendor shall only give to the Purchaser such title it has and the Purchaser shall be deemed to have accepted the Vendor's title on signing of the Memorandum of Agreement annexed hereto, no objections or requisitions in respect of the title to the Property shall be raised by the intended purchasers or the Purchaser before or after the sale. The Purchaser hereby declares that the Purchaser having been provided

with the opportunity to inspect all documents of title to the Property whether or not he has inspected the same shall be deemed to purchase with full notice of the contents thereof and declares that he accepts the Vendor's title to the Property without further enquiry or requisition upon signing of the Memorandum of Agreement herein.

- (6) 儘管與本約所列出之任何條文有所牴觸，買主同意將會以香港律師會提議及經雙方同意修改後之相互承諾形式於買賣雙方之代表律師行完成交易。而買主亦不要求賣主以“正式完成交易”之形式完成交易。

Notwithstanding any provision contained herein to the contrary, the Purchaser agrees that completion shall take place by the way of cross undertaking of the parties' solicitors as recommended by the Law Society with such variations thereto as the parties may agree and the Purchaser shall not call for formal completion of the sale and purchase.

- (7) 該物業是依照和連同屬該物業的樓宇公契及/或管理協議(如有的話)的權益及責任出售和轉讓。

The Property is sold and will be assigned subject to and with the benefit of the Deed of Mutual Covenant and / or Management Agreement (if any) affecting the Property.

- (8) 此特別拍賣條款是以中英文編制印刷，如有不同之處或引起糾紛，則以英文本為準。

These Special Conditions are printed in English and Chinese, and in case any difference or dispute shall arise as to the construction thereof, the English text only shall apply and prevail.

- (9) 賣主只管有該物業單位契約文件的抄製證明副本或核証副本。

The Vendor only has in its possession certified copies or copies of title deeds or documents relating to the premises .

買主如需檢驗不在賣主手上之契據/或其它文件之核証副本、抄製證明本及其他副本，而賣主能做到，一切費用概由買主支付。又關於完備或證明該物業之契據查詢之費用亦由買主支付。買主對於不在賣主手上之任何契據不得向賣主要求任何承諾或責任。

The expenses of the production, inspection and examination of all deeds, documents, evidence and muniments of title not in the Vendor's possession, provided that all these title deeds and documents are attainable, and of obtaining making and producing all certified, attested and other copies of or abstracts from records, registers, deeds, wills, probates, letters of administration or other documents of whatsoever nature not in the Vendor's possession shall be borne by the Purchaser and the Purchaser shall also bear the expenses of all searches, inquiries and disbursements made or required for the completion or verification of all or any part of the title to the Property or otherwise and the Purchaser shall not be entitled to any covenant, undertaking or acknowledgement in any respect of any deeds not in the Vendor's possession.

- (10) 賣主不須準備或提供任何圖則予買主以用作辨認該物業或其間格之用

The Vendor shall not be bound to prepare or supply any plan to the Purchaser for identification of the Property or its partitions.

- (11) 任何簽署本拍賣章程所附合約之人仕 (除非已透露其為代理人或受權人) 將被視作其為主事人。若任何人仕以代理人或受權人之身份簽署該合約，該人仕將被當作已保證其有權代表其主事人完成、簽署及交付該合約及其將會於賣主要求時提供賣主滿意之證明確認其上述之權能。若該簽署之人仕不能遵行本條款，其將被會當作為主事人，並需負責本特別拍賣條款及一般拍賣條款內所有買主之責任及承諾。

The person who signs the Memorandum of Agreement attached hereto shall be deemed to be acting as a principal unless he discloses therein that he is acting as an agent or attorney only. Where the person who signs the said Memorandum of Agreement as agent for or attorney of or on behalf of a principal, the person signing the Memorandum of Agreement shall be deemed to warrant to the Vendor that he has the authority of the principal to complete, sign and deliver the Memorandum of Agreement and he will forthwith on being required by the Vendor produce evidence to the satisfaction of the Vendor of such authority. In the event that the said person shall fail to comply with this Condition, he shall be regarded as the principal and shall be responsible and liable for all the covenants and obligation of the Purchaser contained in these Special Conditions of Sale and the General Conditions of Sale.

《一般拍賣條款》

General Conditions of Sale

- (1) 此物業是依據此拍賣章程內之一般拍賣條款出售，並依照特別拍賣條款如有適用者而出售。如果特別拍賣條款與一般拍賣條款的內容出現矛盾之處，則以特別拍賣條款內的指定為準。

The Property is sold according to the General Conditions of Sale as provided herein and further subject to the Special Conditions, if any, where applicable. In the event of conflict between any of the Special Conditions of Sale with the General Conditions of Sale, the Special Conditions of Sale shall prevail.

- (2) 此物業是限有底價以價高者得，拍賣人有權將投價棄取如有爭執則以最後無爭執之價為底價再行拍賣。凡投買者一經出價不得退縮，並比上次所出之價不得少過拍賣人拍賣時所定之銀數。

Subject to a reserve price, the highest approved bidder being so allowed by the Auctioneer shall be the Purchaser thereof. The Auctioneer shall have the right to refuse any bid. If any dispute shall arise as to the highest bidder the Property shall be put up again at the last undisputed bid. No Bid shall be withdrawn or be less in advance of the last previous bid than the sum to be fixed by the Auctioneer at the time of or during the sale.

- (3) 賣主有權：

The Vendor reserves the right:-

(甲) 自己出價或由其代理人或拍賣人出價投買;及

(a) To bid generally by itself or his agent or the Auctioneer; and

(乙) 將該物業於未賣實以前收回並不須宣佈底價。

(b) To withdraw the sale of the Property any time before the same is actually sold without declaring the reserve price.

- (4) 除特別拍賣條款另有規定外，賣主現聲明賣主律師行為賣主在買賣事宜上之代理人，負責收取所有按照此等條款付予賣主之金額，包括在完成交易時繳付之購買價餘額，並為所有本約項下之金額開發有效收據。已繳付予該代理人之購買價之分期款項及其餘額(如有的話)均已完全及足夠地解除買主在本約項下之責任。

Subject to the Special Conditions of Sale mentioned herein before, the Vendor declares that the Vendor's Solicitors are the Vendor's agent for the purposes of receiving all monies payable to the Vendor pursuant to these Conditions including the balance of the purchase money payable upon completion and to give valid receipt for all monies payable hereunder. The payment to such agent of any instalments of the purchase money and the balance thereof (if any) shall be a full and sufficient discharge of the Purchaser's obligations hereunder.

- (5) 賣主可取消賣主律師行之權力及可指定另一律師行為其代理人但任何取替均不得認作有效除非:-

The Vendor may revoke the authority of the Vendor's Solicitors and appoint another Solicitors as an agent in their place save that no such revocation shall be valid unless it:-

- (甲) 以書面通知買主或其代表律師行;
- (a) is in writing addressed to the Purchaser or his Solicitors;
- (乙) 取替通知書於完成交易七天前送到買主或其代表律師行; 及
- (b) is delivered to the Purchaser or his Solicitors at least seven clear days prior to completion; and
- (丙) 該通知書明確地指明所述合約。
- (c) specifically identifies the said Memorandum of Agreement.

- (6) 此物業出售和轉讓是依照現有之公眾通路權和其他權利和特權地役權和類似地役權和公眾權益之各種限制及官地租契或批地條款(如有的話)所列條款之規定，買主並須承擔繳付將來政府地稅及補地價費用(如有的話)及享有公眾通路權地役權特權和從屬權及依據和擁有以上章程內所述之樓宇公契及管理協議(如有的話)等規定的權益。

The Property is sold and will be assigned subject to all rights of way and other rights and privileges easements and quasi-easements and public rights (if any) affecting the same and to all restrictive and other covenants or conditions contained in the said Government Lease(s) or Conditions (as the case may be) and to the payment of all future Government rent and premium (if any) and together with all rights of way easements right privileges and appurtenances enjoyed therewith and subject also to and with the benefit of the Deed of Mutual Covenant and Management Agreement (if any) respectively referred to in the foregoing Particulars.

- (7) 買主須知其所投得之物業如章程內所開各節與賣主所持之契據內所開各節比對相符則買主必須承認其所投買之物業與上手契據內所載之物業即是賣主所出賣之物業。

The Purchaser shall admit the identity of the Property purchased by him with that comprised in the muniments of title offered by the Vendor as the title thereto upon the evidence afforded by a comparison of the description in the Particulars of the Property with the descriptions contained in such muniments.

- (8) 所售物業乃依照此章程內所載內容或在出售前所更改的內容出售並相信及認為正確或已更改正確。賣主無須確認出售物業與章程所載內容相符，倘若本章程有錯漏參差不齊之處或該物業與鄰近之物業有超過地界之處，買主不得藉詞退縮不買或向賣主追究索取賠償。

The Property is sold according to the description thereof contained in the Particulars hereto annexed or as amended prior to the sale and is believed and shall be taken to be correctly described in the said Particulars or as amended as aforesaid and the Vendor shall not be required to identify or connect the Property sold with the description thereof contained in the said Particulars, and if any error, mis-statement, mis-description or omission shall appear in the said Particulars, such error, mis-statement, mis-description or omission shall not annul the sale nor entitle the Purchaser to be discharged from his purchase, nor shall any compensation be allowed or paid by the Vendor in respect thereof. If the building(s) of which the Property offered for sale forms part encroach(es) on adjacent land or if adjacent building encroaches on the Property offered for sale any such encroachment shall not be made the subject of any requisition or objection by the Purchaser nor shall the Purchaser be entitled to withdraw from his purchase or claim any compensation on account thereof.

- (9) 上述有關物業之面積及附屬平面圖(如有者)所述是約數和只用作參考，賣主不會作任何保證其準確性，買主須自行查核該物業之準確面積，如有錯誤買主不得藉詞終止交易或要求賣主給予補償。

The area of the Property as set out in the Particulars and the plans(s) annexed hereto (if any) is / are approximate and for reference only. No warranty whatsoever is given by the Vendor as to the accuracy of the area of the Property and the Purchaser shall make his own enquiry as to the accuracy of the same. No error in any area stated herein or elsewhere shall annul the sale nor entitle the Purchaser to be discharged from his purchase nor shall any compensation be allowed or paid by the Vendor in respect thereof.

- (10) (甲) 賣主只須送呈賣主所擁有關於該物業所有權契據及文件的核證副本予買主，買主不得要求賣主出示或送呈一些賣主沒有擁有之契據和文件副本。

(a) The Vendor is only required to deliver to the Purchaser certified copy of the title deeds and documents in the possession of the Vendor. The Vendor shall not be required to produce or deliver any title deeds and documents not in the possession of the Vendor.

(乙) 如要查閱由賣主擁有之所有權契據，可以在出售前，於辦公時間內預約往賣主律師行查閱，而無論買主在出售前是否已經查閱過該等文件，均會被視作已知其內容。

(b) The muniments of title in the Vendor's possession may be inspected by prior appointment at any time prior to the sale during business hours at the office of the Vendor's Solicitors and the Purchaser, whether or not he shall have inspected the same prior to the sale, shall be deemed to have full notice thereof.

(丙) 買主不得向賣主要求交出不在賣主手上之任何契據、文件、圖則或手稿或要求交出該等契據、文件、圖則或手稿之證明副本或要求賣主透露該等契據或文件之內容，並不能就此提出反對或要求。

(c) The Vendor shall not be called upon or be bound to produce or procure the production of any muniments of title, plans, deeds, instruments or writings whatsoever not in the Vendor's custody or possession nor to procure attested certified or other copies of or extracts from such other muniments of title, plans, deeds, instruments or writings nor to give any information in relation thereto and no objection or requisition shall be made in respect thereof.

(丁) 除此章程規定外，如買主須要做任何契據或其他手續以令此物業之契據得以十足完備，或將上手未付印花稅之契據或未付足印花之契據補付印花稅者，凡此一切印花稅及各項費用之支付概由買主負責。買主不得因賣主未能遵照其要求而取消或拖延完成買賣交易。

(d) Every and any assurance and act (if any) which shall not be precluded by these Conditions of Sale and which shall be required by the Purchaser for getting in, surrendering, or releasing any outstanding estate, right, title or interest or for completing or perfecting the Vendor's title or for stamping any unstamped or insufficiently stamped documents, or for any other purpose shall be prepared, made and done by and at the expense of the Purchaser requiring the same. But the inability of the Vendor to comply with any such requirement by such Purchaser shall not vitiate or delay the completion of the purchase.

(11) 賣主未有就該物業作出任何聲明或保證及拍賣人或其僱員無任何權力就該物業作任何聲明或保證。

The Vendor does not make or give and neither the Auctioneers nor any person in the employment of the Auctioneers has any authority to make or give any representation or warranty whatsoever in relation to the Property.

(12) 買主對有關其購得之物業之契據不得藉其經由被授權人執行而提出任何要求或反對，而須無異議下當作於該契據簽署時授權人尚生存及其授權書仍十足有效力並未經取消，同時並須承認被授權人當時有全權簽署該契約或所有權文件，又買主不得要求取得授權書之驗證正本或副本或提出任何有關要求或反對。買主同意及確認凡由公司簽署之契據均為有效，賣主毋須給予買主任何公司資料及/或會議紀錄。買主不得提出任何有關要求或反對。

The Purchaser shall not make any objection or requisition on the ground that any deed or instrument of title affecting the Property purchased by him was executed under a Power of Attorney, but shall assume without enquiry that at time of execution of any such deed or instrument of title the Grantor of such Power of Attorney was alive and that the Power of Attorney was in full force, virtue and effect and unrevoked and that the Grantee or his substitute thereunder had full power and authority to execute the deed or document of title. And the Purchaser shall not call for the original certified or other copies of the Power of Attorney or make any requisition or raise any objection in respect thereof. The Purchaser shall assume that any title deeds and documents executed by a corporation under seal are duly executed and the Vendor shall not be obliged to produce or deliver resolutions or minutes or other documentary evidence to prove the execution thereof and the Purchaser shall not raise any requisitions or objections in respect thereof.

- (13) 在不影響賣主獲取任何其他補償的前題下，如買主不能遵守本章程內任何條件及章則或不能根據本章程內所列條款完成交易，則賣主有權沒收買主按本合約已付之所有訂金賣主並有全權撤銷該買賣而無責任向該買主立回賣契及可以以公開拍賣或私人協議或部份以公開拍賣或部份以私人協議按賣主合意的條款及方法一批或分批重售該物業而無需知會該買主。所有另行重售之費用與賣不足價之數俱歸該不能履行本合約之買主承擔支付，賣主可追討上述金額及作為協定損害賠償金。所有因重售之超出價銀俱歸賣主所有。同樣在不牴觸賣主獲取任何其他補償的前題下其因買主錯失而引致賣主按本買賣合約給予賣主權力獲得之一切賠償，買主必須按照未付之金額以月息二厘計算付與賣主計算日以本應清楚付足該金額的日期起至全數付清餘款日為止及支付賣主因追討上述金額所引致的一切律師費及開支及拍賣師之佣金。這條款不會阻止或被當作阻止賣主按本章程給予賣主可採取其他步驟或取得補償之權利，這條款亦不會被當作賦予買家權力延遲完成買賣交易或在完成交易日後才支付購買餘款。

Without prejudice to any other remedies available to the Vendor, if the Purchaser shall fail to comply with any of the terms and conditions contained herein or if the Purchaser shall fail to complete the purchase in accordance with the provisions herein contained, the deposit paid by him under the Memorandum hereof shall be wholly and absolutely forfeited to the Vendor who shall be at liberty if the Vendor sees fit without being obliged to tender an assignment to the Purchaser to rescind the sale and resell the Property with or without notice to the Purchaser either as a whole or in lots and either by public auction or private contract or partly by the one and partly the other and subject to such conditions and stipulations as to title or otherwise as the Vendor may think fit. Any deficiency in price which may happen on and all expenses for attending such re-sale or attempted resale shall be borne by the Purchaser and shall be recoverable by the Vendor as and for liquidated damages and any increase in price realized by any such resale shall belong to the Vendor. Also without prejudice to any other remedies available to the Vendor to enforce the Vendor's right under the Memorandum of Agreement or otherwise and / or to recover all losses and damages suffered by the Vendor for the reason of the Purchaser's default, the Vendor shall be entitled to demand payment of interest over the balance of purchase money due at the rate of 2 per cent month calculated from the date on which the same ought to have been paid to the actual date of payment together with all the Vendor's Solicitors' cost and expenses and the Auctioneers commission which may be incurred in demanding recovering or attempting to recover the remedy damages, interest and commission stated above the same. This condition shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's right hereunder or otherwise nor deemed to entitle the Purchaser to postpone the completion of the purchase or the payment of the balance of the purchase price beyond the Completion Date.

- (14) 若本合約經土地註冊處登記，賣主在行使其撤銷本合約之權利時得有權於土地註冊處登記一份由賣主簽署之文件以證明撤銷此物業之買賣及/或撤銷此合約登記。在土地註冊處註冊該文件後，租客、買主、承押人或任何其他與賣主有交易人仕無需受約束去檢視或查詢賣主是否有權終止或撤銷本合約，並且關於該類租客、買主或承押人或任何人仕之安全或保護事宜方面，本約須被視為已被正式終止。

On the exercise of the Vendor's right of rescission hereunder the Vendor shall have the right, if the Memorandum of Agreement shall have been registered in the Land Registry to register at Land Registry a Memorandum signed by the Vendor alone to rescind the sale of the Property and / or to vacate the registration of the Memorandum of Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine or rescind this Agreement and so far as regards the safety and protection of such tenant, purchaser or mortgagee or any other person, this Agreement shall be deemed to have been duly terminated.

- (15) 如賣主因任何原因(買主違約者除外)無法按本合約條款完成交易，則訂金及其他全部金額(如有者)應於買主及賣主簽署取消合約時(草擬及批核之法律費用各自支付)發還買主而不須付與買主任何利息賠償或費用，並買主亦不能追討賣主，賣主律師行或拍賣人因賣主不能履行該交易而招致的損失費用或開支。

If the Vendor shall for any cause (other than the default of the Purchaser) fail to complete the sale and purchase hereunder in accordance with the terms hereof then the deposit and all other monies (if any) paid to the Vendor hereunder shall be returned to the Purchaser without any interest, compensation or costs upon signing of a cancellation agreement by the Vendor and the Purchaser at each party's own costs and the Purchaser should not claim against the Vendor, the Vendor's Solicitors or Auctioneers for any damages, costs or expenses and the Purchaser shall not enforce specific performance of this Agreement.

- (16) 本合約並不阻止賣主因買主之疏忽或拒絕按上述指定之時間及方式完成交易提出起訴及取得強制買主履行合約之法令以代替前述之賠償或作為賠償外之附加行動。

Nothing contained in this Agreement shall be so construed as to prevent the Vendor from bringing an action and obtaining a decree for specific performance either in lieu of the aforesaid damages or in addition thereto as the Vendor may have sustained by reason of the neglect or refusal of the Purchaser to complete this sale and purchase at the time and in manner aforesaid.

- (17) 此章程所訂明之時間限制均極為重要。

Time shall in all respects be of the essence of these Conditions.

- (18) 此物業是根據本章程所列條件及章則及官地租契或批地條款(以適用者為準)及樓宇公契及管理協議或與物業有關的任何契約或文件所規定的條件及章則按現時狀況及前述基礎出售，買主須支付政府地租或其部份並在轉讓契約內訂約聲明其本人及其執行人管理人必須履行所述條件及章則並保障賣主因買主不履行各項條件之責任。

The Property is sold in the present condition and on an "as is" basis subject to the terms and conditions herein contained and to the terms and conditions set out in the Government Lease or Conditions (as the case may be) and the Deed of Mutual Covenant and Management Agreement (if any) or any other deeds or instrument in respect of the Property and to the payment of the Government Rent(s) or due proportion(s) thereof and the Purchaser shall in the deed of Assignment covenant for himself and his executors administrators and assigns to observe and perform the said terms and conditions and to pay the Government Rent(s) or due proportion(s) thereof and to indemnify the Vendor in respect thereof.

- (19) 由簽訂此買賣合約之日起買主完全負責此物業之一切火警或其他意外或不能居住等招致的損失及風險，賣主並不保證此物業是否已買足夠之火險或其他保險。買主承認買主律師已建議他為本身之保障及利益起見應為本物業購買妥當之保險。為免疑問，現謹此協定並聲明若本物業或其任何部份在完成買賣程序前被火災或任何其他災難、不可抗力或天災而引致破壞、損毀或導致不能進入，買主仍受約束必須在不扣減購買價及按照本約之條款情況下完成買賣交易。

As from the time of signing the Memorandum of Agreement annexed hereto, the Property shall as between the Vendor and the Purchaser be at the sole risk of the Purchaser as regards loss or damage by fire or other accident, non-occupation or otherwise. No warranty is given by the Vendor as to whether any or adequate fire or other form of insurance exists in respect of the Property. The Purchaser acknowledges that he has been duly advised by the Purchaser's Solicitors to take out proper insurance coverage on the Property for his own protection and benefit. For the avoidance of doubt it is hereby agreed and declared that should the Property or any part thereof be damaged, destroyed or rendered inaccessible by fire or any other calamity, force majeure or Act of God prior to completion, the Purchaser shall nevertheless be bound to complete the purchase without any abatement in purchase price and on the terms herein contained.

- (20) 無論本約內條款如何規定賣主及 / 或其代理人對下列事項概不負責亦不作出保證：Notwithstanding any provisions herein contained, the Vendor and / or his agent exclude liability and give no express or implied warranty:-

(甲) 此物業及物業所屬樓宇及附屬於物業或所屬樓宇之一切設備、裝修、裝置或設施；

(a) as to the fittings finishes installations or appliance (if any) incorporated in the Property or (if applicable) in the building or building complex of which the Property forms part; and

(乙) 此物業的批准用途、面積、狀況、物業之建築及結構或結構之質素或形式或任何附屬於物業或物業所屬樓宇的建築物(如有者)之合法性或其內之傢俬及裝置之狀況。

(b) as to the permitted user, area, state and condition, composition or construction of the Property or the fitness or manner of construction or the legality of any structures erected thereon (if any) or (if applicable) the state and condition of the furniture and fittings therein or (if applicable) the building or building complex of which the Property forms part.

- (21) 買主會被當作已查看及視察過此物業及清楚知悉其現時出租、租約和使用情況或其他事宜，並明確表示完全知悉物業現況和結構及賣主不保證上述有關情況。買主並明確同意購買該物業不論是否有任何結構損壞或非法結構，買主亦不得藉此要求賣主作出任何賠償或要求降低購買價。

The Purchaser is deemed to have inspected the Property and to have full knowledge of all existing lettings, tenancies and occupations, if any. The Purchaser hereby expressly acknowledges that he is fully aware of the physical condition and structure of the Property and the Vendor gives no warranty in respect thereof and the Purchaser further agrees that the Purchaser will purchase the Property irrespective of whether the Property consists of any structural defects or illegal structure or not and shall have no claims or

right for compensation on reduction of purchase price against the Vendor in respect of any such matter.

(22) (甲) 所有契據之一切印花稅及註冊費概由買主獨自支付，若因印花稅署署長不同意此次拍賣價為該物業之真正價值時而另行重估，買主須支付該物業估價之附加印花稅及在土地註冊處登記的附加費用。買主並就該等費用向賣主提供完全擔保，負責賠償賣主因該等費用而蒙受之一切損失及費用；該擔保責任將在該物業之權益上產生押記權，並可向買主之轉讓繼承人及將來繼承人行使該押記權。為免生疑慮此條款內所載之章程，在該物業之轉讓買賣完畢後仍然生效。

(a) All stamp duties (whether ad valorem or otherwise), and registration fees payable on this Agreement (if applicable) and on all subsequent agreements and Assignments shall be paid by the Purchaser solely. Provided that in the event of the consideration stated in this Agreement, the subsequent agreements and / or the Assignment being not accepted by the Collector of Stamp Duty as representing the true value of the Property the excess and / or any additional stamp duty charged by him in accordance with his valuation of the Property and the additional Land Registry registration fees for the Assignment (if any) shall be borne by the Purchaser absolutely. The Purchaser further agrees to indemnify the Vendor against all actions claims and demands made by the appropriate Government Authority for payment of such additional stamp duty and until full payment thereof such liability of the Purchaser hereof shall despite completion hereof remain a charge on the Property vested in the Purchaser and shall be binding and enforceable against the Purchaser his assigns or successors in title or any person claiming under or in trust of the Purchaser. For avoidance of doubt it is hereby expressly declared that the provisions of this clause shall survive completion of the sale and purchase of the Property and the assignment of the Property to the Purchaser pursuant to the terms and conditions herein contained.

(乙) 本約各方謹按照第一一七章印花稅條例第廿九節乙(一)規定作聲明如下：

(b) The parties hereby declare the following information for the purpose of the Section 29B(1) of the Stamp Duty Ordinance Cap. 117:-

(1) 不動產之買主及賣主之名稱及地址：

(1) the name and address of the Vendor and of the Purchaser of the immovable Property:-

賣主 : 同悅發展有限公司

Vendor : Tung Ease Development Limited

Address : **c/o Unit C2, 21/F., United Centre, No. 95 Queensway, Hong Kong.**

買主 :

Purchaser : _____

- (2) 若賣主或買主為個人，其身份証號碼為：
(2) if the Vendor or the Purchaser is an individual, his identification number:

-
- (3) 若賣主或買主並非個人但按商業登記條例(第三二零章)註冊者，賣主或買主之商業登記編號為：
(3) if the Vendor or the Purchaser is not an individual but is registered under the Business Registration Ordinance (Cap. 310), the business registration number of the Vendor or the Purchaser:

賣主之商業登記編號：

Business Registration Number of the Vendor:

17994680

買主之商業登記編號：

Business Registration Number of the Purchaser:

-
- (4) 不動產之概述及位置：
(4) the description and location of the immovable Property :
ALL THOSE 50 equal undivided 54,700th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO. 8557 And of and in the messuages erections and buildings thereon now known as “FORTRESS METRO TOWER (康澤花園)” (“the said Estate”) TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT UNIT 05 on the THIRTIETH FLOOR of TOWER D of the Estate

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- (5) 闡明根據第二十九節甲(一)該不動產屬於住宅物業或非住宅物業：住宅物業

- (5) a statement as to whether the immovable Property is residential property or non-residential Property, within the meaning of Section 29A(1):

Residential Property

-
- (6) 訂立買賣協議日期：二零二八年五月二十八日
(6) the date on which the agreement for sale was made:

28 May 2025

-
- (7) 若本買賣協議以前曾有一份非書面形式之買賣協議或一份由同樣各方在同樣條件訂立買賣協議，首份該類協議之訂立日期為：無

- (7) if the agreement for sale was preceded by an unwritten sale agreement, or an agreement for sale, made between the same parties and on the same terms, the date on which the first such agreement was made:

NIL

- (8) 有否根據買賣協議協定訂立售賣轉易契之日期聲明，如有，請列明該日期：二零二五年八月二十七日
- (8) a statement as to whether or not a date has been agreed for a conveyance on sale pursuant to the agreement for sale and, if so, that date:

27 August 2025

- (9) 是否根據出售協議而協定有關售賣轉易的金額或價值聲明：
- (9) a statement as to whether or not there is an agreed consideration for the conveyance on sale that is to, or may, take place pursuant to the agreement for sale and, if so, the amount or value of the consideration:

HK\$

- (10) 每位簽署該文件之人仕已知之已繳付或獲取，或者已協定繳付或獲取任何人仕作為訂立或有關該買賣協議或任何售賣轉易契之任何其他金額或價值(不包括法律費用)，連同描述每位收取或準備收取該數額或該數額相關之利益之人仕的姓名、地址及身份證號碼或商業登記編號：無
- (10) the amount or value of any other consideration which each person executing the document knows has been paid or given, or has been agreed to be paid or given, to any person for or in connection with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses), together with the name, address, and the identification number or business registration number of each person receiving or to receive such consideration, and a description of the benefit to which the consideration relates: NIL

賣主將繳付港幣_____元正及買主將繳付港幣_____元正作為佣金予協聯估值及拍賣行有限公司(商業登記編號07038046)

A Commission of HK\$_____ to be paid by the Vendor and HK\$_____ to be paid by the Purchaser to Associated Surveyors & Auctioneers Limited (Business Registration No. 07038046).

賣主及買主必須按照本協議項下任何形式完成買賣交易時，。

In any event, the Vendor and the Purchaser shall complete the sale and purchase in the manner herein contained,

- (23) 買主須自行查詢及決定此物業是否根據或受城市規劃條例(第一三一章)或收回土地條例(第一二四章)或地下鐵路(收回土地及有關規定)條例第二七六章或道路(工程、使用及補償)條例(第三七零章)或上述條例之任何修訂或其規例或附屬規例之任何有意或草擬或獲批准圖則或政府發展計劃之影響及買主已被當作已同意購買此物業並連同上述之影響或限制倘若在簽立此合約後有上述發展或管制條款公佈或刊出買主亦需完成此物業之買賣。在任何情況下賣主未有作出保證或擔保買主對該物業所擬用途或任何重建機會或潛在重建價值或該物業是否在城市規劃條例下之發展藍圖內(草擬或獲批准)。

The Purchaser shall make his own enquiries to determine whether and to what extent, if any, the Property may be affected by any intended or draft or approved plan or governmental scheme of development under or in pursuance of the Town Planning Ordinance (Cap. 131) or the Lands Resumption Ordinance (Cap. 124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance Cap. 276 or the Roads (Works, Use and Compensation) Ordinance Cap. 370 or any amendments thereto or any regulations or subsidiary regulations thereunder and the Purchaser is deemed to have agreed to purchase the Property subject to such provisions and / or restrictions, if any, and the Purchaser shall be bound to complete the purchase notwithstanding any notice which may be given or issued or published after the signing of the Memorandum of Agreement. In any event the Vendor makes no warranty or guarantee as to the user of the Property intended by the Purchaser or the possibility of any redevelopment or the potential redevelopment value thereof whether or not the Property is included in any layout plan (draft or approved) under the Town Planning Ordinance.

- (24) 賣主並無作出聲明或保證在本物業內或其部份中是否存在任何未獲許可或非法之建築物買主不得提出任何關於現存而未獲許可或非法建築物或以其他形式存在而影響到本物業之抗議或要求。

The Vendor does not represent or warrant as to whether any unauthorized/illegal structure exists in or forms part of the Property and no objection or requisition shall be raised by Purchaser in respect of the existence of any unauthorized/illegal structure existing in or otherwise affecting the Property.

- (25) 雖然在編制此章程及細則時已盡力小心但並不擔保其為準確無誤，有意購買者須自行查證以確定及滿意所有事項。

Whilst every care has been taken in preparing these Particulars and the statement and measurements which are believed to be accurate and are provided for information purposes only and are not warranted or represented to be correct. Intending Purchasers should rely on their own inspection and verification to satisfy themselves on all matters.

- (26) 在此拍賣章程內(如行文容許或需要)文字上之單數應包括複數在內反之亦然文字上之陽性應包括陰性及中性。

It is hereby declared that (if the context permits or requires) words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.

- (27) 任何需要提交到買主之通知書必須以書面形式發出及寫明送呈給買主或買主律師行並以送遞或預付郵資郵寄形式送到按本合約內所指定的買主地址或買主當時曾以書面形式知會賣主或賣主律師行之其他地址或買主律師行地址(視乎情況而定)方為有效。以預付郵資形式寄出之通知應被視為已在投寄後一天收到及若本合約內有多過一位人仕被定為買主，以這通知方式送遞通知書給其中一位買主會是等同已妥善送遞該通知書給所有買主。任何通知書需要提交到賣主必須以書面形式發出及寫明送呈給賣主或賣主律師行並以送遞或預付郵資郵寄形式送到按本合約內所指定的賣主或賣主律師行地址(視乎情況而定)方為有效。

Any notice required to be served on the Purchaser shall be validly given if in writing and addressed to the Purchaser or the Purchaser's Solicitors and delivered to or sent by prepaid post to the address of the Purchaser specified herein or such other address as may from time to time be notified in writing to the Vendor or his Solicitors or to the address of the Purchaser's Solicitors (as the case may be). A notice sent by prepaid post shall be deemed to have been received on the day following the posting thereof and if more than one person is named herein as Purchaser, service on any of them shall be good service on all. Any notice required to be served on the Vendor shall be validly given if in writing and addressed to the Vendor or the Vendor's Solicitors and delivered to or sent by prepaid post to the Vendor or the Vendor's Solicitors at the address specified herein (as the case may be).

- (28) 這份買賣合約包括買賣雙方已同意的一切條款，在簽立合約之前，賣主或其代表人並無就該物業作出保證或申述不論這保證或申述是否明示地或暗示地作出或已經作出及假若該保證或申述已被明示地或暗示地作出，該保證或申述在雙方簽立合約前已被撤銷或被當作已經即時撤銷。

This Memorandum of Agreement comprises all the terms agreed between the parties hereto and no warranty or representation whether express or implied is or has been made or given by the Vendor or by anybody on his behalf relating to the Property prior to the signing hereof and if any such warranty or representation whether express or implied, has been made, the same is withdrawn or deemed to have been withdrawn immediately before the parties enter into this Agreement.

- (29) 此拍賣章程條款是以中英文編制印刷如有不同之處或引起糾紛則以英文為準。
These Particulars and Conditions are printed in English and Chinese, and in case any difference or dispute shall arise as to the construction thereof the English text only shall apply and prevail.
- (30) 賣主並不保證或表示物業之法定業權可於成交日轉讓與買主。為免生疑問，倘若滿意紙並未發出或未於有關田土廳註冊，買主需完成交易而不能在業權上有任何提問或反對並須自行向有關政府部門查詢滿意紙是否已經發出，買主全然明白：
The Vendor does not warrant or represent that a legal estate of and in the Property will be delivered by the Vendor to the Purchaser on completion. For the avoidance of doubt, where no Certificate of Compliance in respect of the land of which the Property forms part has been issued or registered, the Purchaser shall not make any objection or requisition on title on such ground and shall complete the sale and purchase notwithstanding that no such Certificate of Compliance has been issued (if applicable) and the Purchaser shall make his own enquiry as to whether a certificate of compliance has been issued by the Government and the Purchaser fully acknowledges that :-
- (甲) 倘若滿意紙尚未批出，則物業之衡平法業權於成交時交予買主，物業依據官契或出售或換地或重批或續期條件所載之條件及條款限制出售；及
- (a) The Property is sold absolutely subject to the terms and conditions contained in the Government Lease or Conditions of Sale or Conditions of Exchange or Conditions of Regrant or Conditions of Renewal insofar as no certificate of compliance has been issued so that only an equitable estate or interest of and in the Property will be delivered to the Purchaser on completion; and
- (乙) 倘若滿意紙已批出或官批或售地或交換或重批或續期條款所載之條件經已完成或已被視作為已完成，則物業於成交時將以官契或批地條件或換地或重批或續期條件下所餘年期出售。
- (b) The Property is sold for the residue of the terms and conditions contained in the Government Lease or Conditions of Sale or Conditions of Exchange or Conditions of Regrant or Conditions of Renewal insofar as the conditions therein have been, or are deemed to have been, complied with.
- (31) (甲) 縱使有任何政府機構或其他專職機構或該物業所屬樓宇經理人或大廈管理委員會所發出的通告及/或法令要求賣主拆卸、還原或維修該物業之任何部份或要求賣主以該樓宇共同業主身份維修及/或翻新和裝修該大廈的任何公用部份或鄰近的斜坡或繳交有關費用或填補該大廈管理費的赤字，賣主不會負責任何有關的費用(無論該通告或法令是在成交日之前或之後發出)或遵守該通告或法令；但該費用由買主負責繳交並由買主負責遵守該通告或法令。買主現明確地作出聲明按所述同意連同該些通告、法令及要求購買該物業，並自行負責清付該等費用。此條款在成交後仍然有效。
- (a) If any notice or order from any Government or other competent authority or the manager or the management committee or the incorporated owners of the building exists whether before or after completion which requires the owner of the Property to demolish, repair or reinstate any part of the Property or require the owner of the Property as one of the co-owners of the building to effect maintenance improvement repair or renovation to any part of the building or to the land or to any slope adjacent

or appertaining thereto or to contribute to the cost thereof or to make any contribution to any management deficit, the Vendor shall not be obliged to make any contribution or comply with the same prior to or after completion and the same shall be complied with by the Purchaser at the Purchaser's expenses. The Purchaser expressly and agrees to purchase the Property subject to such notice and/or order and all contribution costs and expenses for complying with such notice or order and incurred thereto or arising therefrom shall be borne by the Purchaser. This Clause shall survive completion.

(乙) 買主必須在成交日或之前把上述的費用繳交(無論是在成交日後或之前須要繳付的)及把有關正本收據或付款證明在成交前交給賣主律師查核。賣主在此建議買主向有關的機構查詢相關責任。買主不能就上述事議作出任何提問或反對並不能在樓價或成交價扣除上述的費用或要求賠償或拒絕成交。

(b) The Purchaser shall on or before completion pay such contributions whether due before or after completion and the Purchaser shall provide the relevant original receipt(s) or evidence of payment of the same to the Vendor's solicitors for verification on or before completion. The Purchaser is hereby advised to enquire with the relevant authorities for the extent of such responsibilities. The Purchaser is not entitled to raise any requisitions or objections in this respect and is not entitled to any deduction of the purchase price or compensation and the Purchaser will not be allowed to refuse to complete the purchase of the Property on this ground.

(32) 本合同書受香港法律管制，並根據香港法律闡釋。賣主及買主同意受香港法庭的司法管轄權管制，但買主此舉並不限制賣主於其他法庭就買主或其資產採取法律行動，而賣主在任何一司法管轄區內採取法律行動亦不阻止其在任何其他地方採取法律行動(無論該法律行動是否同時進行)。

These Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Vendor and the Purchaser submit to the non-exclusive jurisdiction of the Hong Kong courts. The submission of the Purchaser to the jurisdiction of the Hong Kong courts shall not restrict the right of the Vendor to take proceedings against the Purchaser in any other court(s) having, claiming or accepting jurisdiction over the Purchaser or any of its assets, nor shall the taking of proceedings in any one or more jurisdiction(s) preclude the taking of proceedings in any other jurisdiction(s) whether concurrently or not.

(33) 若此拍賣章程內之任何條款(包括特別拍賣條款)被判為無效、不合法或不能執行，其他剩餘條款之有效性、合法性及執行性在任何情況下均不會受到影響或損害。

If any provision or provisions of these conditions (including the Special Conditions) shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

《 合 約 》

本人/吾等_____之地址為_____
_____, 現承認本人/吾等為以上拍賣章程規定及條款所指物業 (): 香港英皇道238號康澤花園D座3005室

於今日拍賣會之最高出價者，並已根據以上拍賣章程規定及條款獲宣佈為買主，成交價為港幣_____元正及本人/吾等現支付予賣主**同悅發展有限公司**，
港幣_____元正作為訂金及本人/吾等謹同意按照所述規定期限繳付上述買價之餘額及完成交易。

日期：二零二五年五月二十八日

買價 : 港幣_____元正
已繳訂金 : 港幣_____元正
買價餘款 : 港幣_____元正

見證人

買主

吾等現以賣主之代理人身份收到 _____)
港幣_____元正，並追認確實該項交易)見
證人 :

賣主簽署 :

見證人 :

吾等現確認收到港幣_____元正)
作為買主支付之佣金)
吾等現確認收到港幣_____元正)
作為賣主支付之佣金)
見證人 :

日期 : 二零二五年五月二十八日

MEMORANDUM OF AGREEMENT

I/WE _____

OF _____

DO HEREBY ACKNOWLEDGE that at the Sale by Auction held this day I/WE was/were the highest bidder(s) thereof and was/were declared the Purchaser(s) of

Property : Unit 05 on 30/F of Tower D, Fortress Metro Tower, No. 238 Kings Road, Hong Kong

mentioned in the foregoing Particulars and Conditions of Sale at the Purchase Price of HK\$_____ and THAT I/WE have paid the sum of HK\$_____ by way of deposit to **Tung Ease Development Limited** (“the Vendor”) and I/WE hereby agree to pay the balance of the said Purchase Price and complete the sale and purchase in accordance with the terms and conditions of the aforesaid General and Special Conditions of Sale.

Dated this 28th day of May, 2025

Purchase Price.....HK\$ _____

Deposit Paid.....HK\$ _____

Balance of Purchase Price..... HK\$ _____

WITNESS:-

PURCHASER(S)

For the Vendor)
we acknowledge the)
receipt of HK\$)
and ratify the sale)

Signed by the Vendor)
whose signature(s) is/are)
verified by:-)

We acknowledge receipt)
of HK\$)
being the commission from)
the Purchaser)

We acknowledge receipt)
of HK\$)
being the commission from)
the Vendor)

WITNESS:-

Dated this 28th day of May, 2025