

GOVERNMENT OF HONG KONG

(只有1頁)

Form 22

BUILDINGS ORDINANCE

(Chapter 123)

Section 21

Permit to occupy a new building

Permit No. H57/92

B.O.O. Ref. No. BLD(B) 2/2003/90

To: Housing Development Ltd.,
c/o Mr. Rocco S.K. Yim,
Rm. 2301, Hopewell Centre,
17 Kennedy Road,
Hong Kong.

OFFICE OF THE BUILDING AUTHORITY

30 April, 1992

I hereby permit the occupation of the new building (Number and Name of Street) at

4 Peel Rise

on (Lot No. ~~Peel Rise~~) R.B.L. 545

for the following purposes:-

- Houses 1 to 4 (inclusive) : 4 Nos. 3-storeyed single family residence for domestic use each comprising open carparking area on G/F for non-domestic use.
House 5 : 2-storeyed single family residence for domestic use including open carparking areas on G/F for non-domestic use.
Level 413.55 : Watchman's kiosk for non-domestic use.
Level 414.08 : Switch room for non-domestic use.
Level 409.00 : Swimming pool for non-domestic use.
Level 406.00 : Filtration plant room for non-domestic use.

Note: The building numbering quoted on this Form is provisional and subject to possible confirmation/amendment to be notified by the competent authority. Buildings Ordinance Section 32(2) refers.

[Handwritten signature]

for Building Authority

### 岑文偉律師的聲明

梁振英先生曾於1999年10月左右，委託本人就有關貝璐道4號House A及House B的契據提供法律意見。

當時，梁先生就發展商功盛發展有限公司(Housing Development Limited)有沒有權利獨佔擁有“共用花園”(Communal Garden)、平台(Deck)及部份通往House A及House B的通道(Access Road)及將上述地方連同House A及House B一併售予買家向本人詢問。此外，梁先生亦就買家在購買了House A及House B後，是否可以重建或再發展向本人詢問。

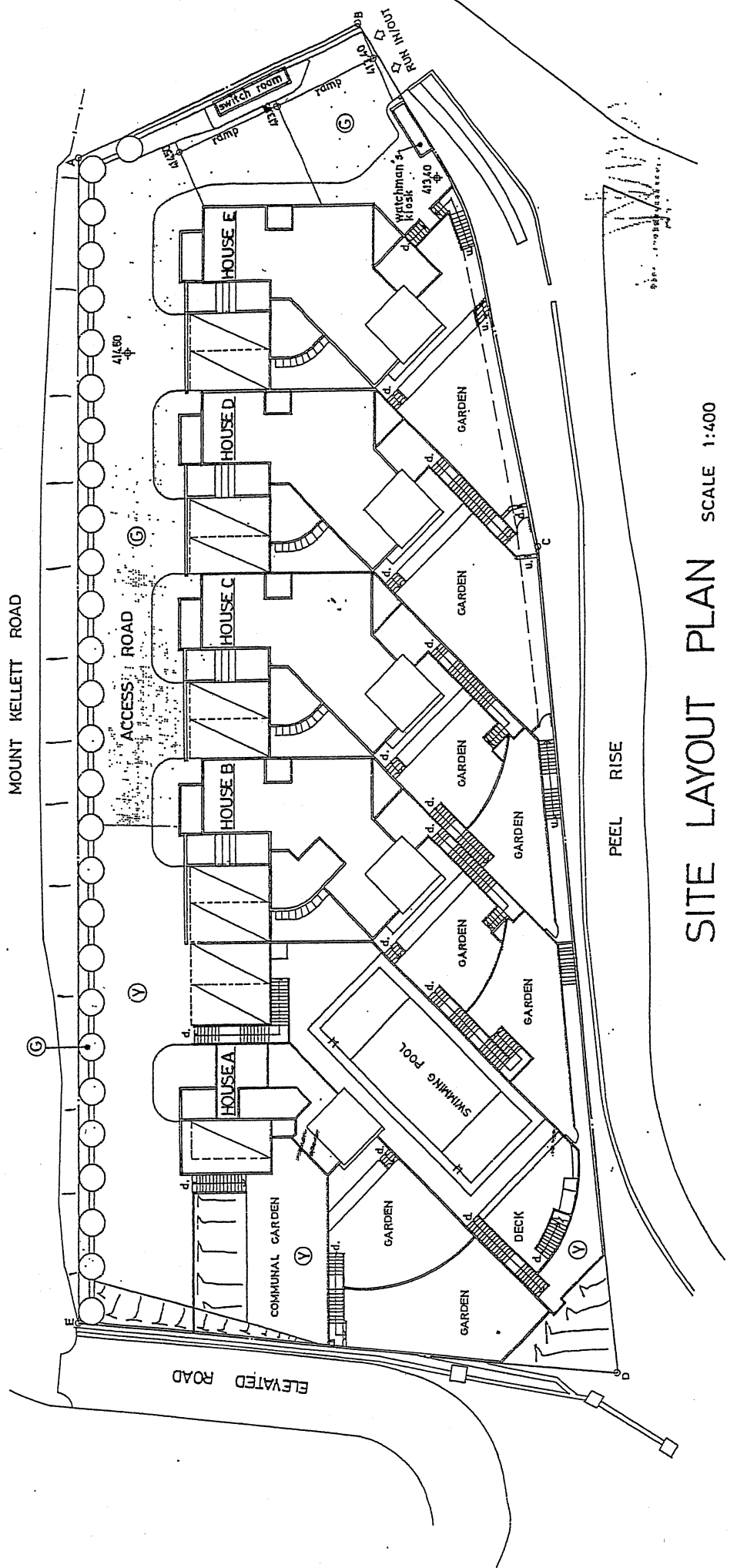
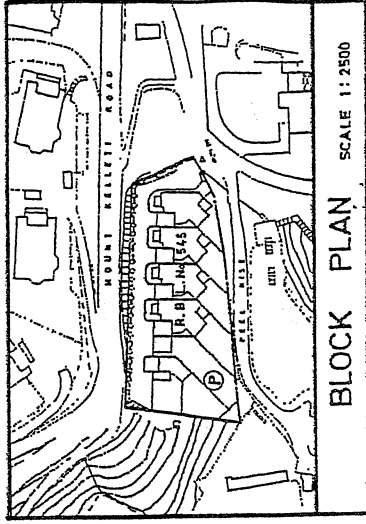
本人在審閱完存檔於土地註冊處的有關契約副本(包括官批地契、大廈公契等)及於1992年發出的入伙紙後，向梁先生提供了相關的法律意見，包括發展商確實在大廈公契中明確保留獨佔擁有“共用花園”、平台及部份通往House A及House B的通道。因此，發展商有權將上述地方連同House A及House B一併售予買家。



# R. B. L. No. 545

ALL DIMENSIONS SHOWN ARE IN MILLIMETRES

- COLOUR LEGEND:
- Ⓟ — PINK
  - Ⓞ — GREEN
  - Ⓢ — YELLOW



*Wilkinson & Grist*  
高露雲律師行

附件三  
(共5頁)

SOLICITORS & NOTARIES • AGENTS • TRADE MARKS & PATENTS

ROOMS 901-7 PRESTIGE TOWER, 23-25 NATHAN ROAD, KOWLOON, HONG KONG.

TELEPHONE: [REDACTED]  
INTERCHANGING: [REDACTED]

FAX: (852) 2369 4977  
(852) 2739 0535

Our Ref: [REDACTED]

Your Ref: [REDACTED]

Date:

9th Dec. 1999

Messrs. Raymond Ho & Co.,  
Solicitors,  
Rooms 3104-7, 31st Floor,  
Central Plaza,  
18 Harbour Road,  
Hong Kong.

BY FAX & BY POST  
[REDACTED]

**URGENT**

Dear Sirs,

Re : House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong.

We refer to your letter of 2nd December, 1999 and send you herewith the Agreement for Sale and Purchase (in duplicate) of the above property for your approval for and on behalf of the Purchaser. If you have no amendment to make to the said draft Agreement, please treat the same as engrossment and return them to us after signing by your client.

It is to be understood that nothing in this letter is to be treated as a contract for sale and purchase and/or binding on our client unless and until the said Agreement has been signed by both parties.

Yours faithfully,

  
*Wilkinson & Grist*

Encl.

Partners:

Ella S.K. Cheong\*  
Peter G. Brown  
L.C. Leung\*  
Catherine Y.N. Cheng\*†  
Michael W.T. Chan

Consultant:

Anne C.Y. Choi\*  
Wonna Chua\*  
John E. Budge\*  
C.C. Tang\*  
Cleresa H.Y. Wong  
Grace S.Y. Fong\*

Keith M.K. Hor  
K.W. Ye  
Judy S.Y. Lbu  
Andrea S.Y. Fong  
Jeffrey H. Lane

Assistant Solicitors:

May T.M. Chan  
Patsy C.K. Chan  
Raymond C.H. Chan  
Lily Cheung  
Wendy W.N. Chin  
Hungah M.W. Chow  
Stephanie C.M. Choy

Wyn B.L. Chan  
Kenneth W.K. Fok  
Allen W.Y. Fung  
Eithar W.L. Ho  
Kara M. Hui  
Vera W.B. Leung  
Abigail M.K. Li

Mimi S.M. Lo  
Andrew P. Olson  
George C.L. Sit  
Winnie C.N. Thoi  
Michael R. Withington  
Antony C.K. Wong  
Christopher C.L. Wong

\* Notary Public

† China-Appointed Attesting Officer

### THIRD SCHEDULE

A Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.5428942.

### FOURTH SCHEDULE

1. The Vendor declares that he has no actual knowledge of and received no notice or order from the Building Authority or under the Buildings Ordinance (Cap.123) and that he has no actual knowledge whatsoever whether there is any unauthorised structure or alteration in or affecting the Property. The Purchaser hereby expressly agrees that the Purchaser shall be solely responsible for making his own inquiry and investigation and that if no requisition or objection in respect of unauthorised structure or alteration in or affecting the Property (if any) shall be delivered in writing to the Vendor's Solicitors within ten (10) days from the date hereof (in which respect time shall be of the essence), the Purchaser shall be deemed to have waived his right to raise any requisition or objection in respect of any such unauthorised structure or alteration and shall complete the purchase of the Property notwithstanding any unauthorised structure or alteration (if any) in or affecting the Property.
2. Notwithstanding any provision to the contrary herein, in the event any money is held by Messrs. Wilkinson & Grist as stakeholders hereunder, such money shall not be held or deemed to be held by Messrs. Wilkinson & Grist as agents for the Vendor.
3. Notwithstanding anything to the contrary herein, it is a condition of this Agreement and the Purchaser expressly covenants with the Vendor that the Purchaser will not sub-sell, assign or otherwise dispose of the Property or the Purchaser's interest therein or enter into any agreement so to do until and unless the Purchaser has duly completed the purchase hereunder.
4. The parties hereto declare that this Agreement is preceded by an agreement for sale.

(as defined in the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong) made between the same parties hereto on the same terms hereof (as defined in the said Stamp Duty Ordinance) on the 30th day of November, 1999.

5. The parties hereto hereby declare that to the best of their knowledge, no consideration (save and except the Purchase Price herein mentioned) has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance on sale pursuant to this Agreement (excluding legal expenses and estate agent commission).

6. The Property is a residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong.

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Vendor in )  
 )  
 the presence of :- )

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Purchaser )  
 )  
 in the presence of :- )

RECEIVED on or before the day and year )  
 )  
 first above written of and from the Purchaser the )  
 )  
 abovementioned further deposit of )  
 )  
 HK\$9,900,000.00 )

---

Messrs. Wilkinson & Grist  
as stakeholders



DATED the                    day of                    1999.

HOUSING DEVELOPMENT LIMITED

and

<sup>T</sup>  
LORVEST LIMITED

\*\*\*\*\*

A G R E E M E N T

For Sale and Purchase

\*\*\*\*\*

WILKINSON & GRIST

Solicitors and Notaries

901, Prestige Tower,

23-25 Nathan Road,

Kowloon.

Ref : GF:NLK

# WOO, KWAN, LEE & LO

SOLICITORS, NOTARIES, AGENTS FOR TRADEMARKS & PATENTS

## 胡 關 李 羅 律 師 行

Head Office:	26th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong. Cable Address: NAWKQOW	Tel: (852) 2847 7888	Fax: (852) 2845 0239	總 行: 中環怡和大厦廿六樓
	27th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong.	Tel: (852) 2847 7999	Fax: (852) 2537 1810	
Branch Offices:	Room 2801, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong. Cable Address: WKLALCLC	Tel: (852) 2586 9898	Fax: (852) 2845 9225	分 行: 新鴻基中心二八〇一室
	Room 902, 9th Floor, Hutchison House, Central, Hong Kong. In Association with Siam Premier International Law Office Limited	Tel: (852) 2525 6355	Fax: (852) 2827 6046	
Thailand	24th-25th Fl., Thai Wah Tower II, No. 21/147-150, South Sathorn Rd., Bangkok 10120 E-mail: siamlaw@loxinfo.co.th	Tel: (66-2) 679 1333	Fax: (852) 2810 0215	泰國曼谷:
China	Room 611, 6th Floor, Beijing Tower, 10 Dong Chang An Jie, Beijing, P.R.C. Post Code: 100006	Tel: (8610) 6522 6950 (8610) 6522 9988 Ext. 2661	Fax: (8610) 6522 6995	北京分行: 胡關李羅律師事務所北京辦事處 中國北京市東長安街十號長安大厦 六樓六一一室 郵編: 100006
Interchange No.	DX-009082 - Central 1			

Your Ref. [REDACTED]

Our Ref. [REDACTED]

Direct Line: [REDACTED]

Direct Fax: [REDACTED]

Date:

10<sup>th</sup> December, 1999

Messrs. Raymond Ho & Co.  
Solicitors &c.  
3104-7, 31<sup>st</sup> Floor  
Central Plaza  
18 Harbour Road  
Hong Kong

BY FAX AND BY HAND

Attention: [REDACTED]

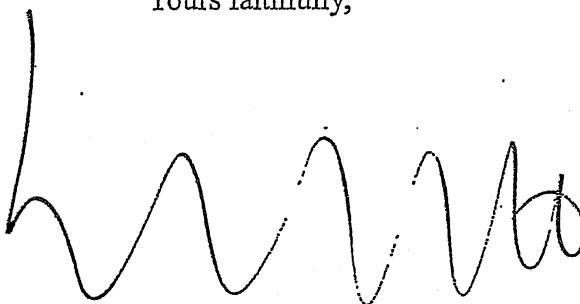
Dear Sirs,

House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong

We have instructions from Lotvest Limited to act in your place in relation to the sale and purchase of the above property and shall be grateful if you will let us have the documents relating to the transaction for our further action.

Please also let us know if there is any outstanding amount due to you in respect of your costs and disbursements.

Yours faithfully,



✓ c.c. Client  
Wilkinson & Grist  
[REDACTED]

<b>Partners:</b>	LL.B.	關 卓 然	Michael T. C. Tung	B.A.	佟 達 劍	區 照 宜	Frances Wing Kai Lau	LL.B.	劉 永
William C. Y. Kwan *	OBE	卓 卓	Yuen Ka Fai	LL.B.	阮 家	Au Hei Yee	Lee Sin Kan, Virginia	LL.B.	李 玉
Ronald Arculli	B.A.	王 佩	Isang May Ping, Rita	LL.B.	會 榮	Bucky K. H. Chan	Judy Y. Y. Lee	B.Soc.Sc.	李 偉
Peter Y. W. Lee #	LL.B.	李 佩	Leung Chong Shun	LL.B.	梁 榮	Phileas S. C. Chan	Li Wai Kwong		李 德
Angelina P. L. Lee	B.Com.	李 佩	<b>Consultants:</b>	LL.D.	胡 寶 星	Dora W. Y. Chan	Alexander Mak	B.Com. LL.B.	李 景
Cheung Wing Yui	B.A.	李 佩	Sir Po-Shing Woo *	OBE LL.M.	胡 寶 星	Cheng Kai Chun, Jonathan	V. Faith T. Y. Mark	LL.B.	李 景
Peter C. L. Lo	LL.B.	李 佩	Charles Y. K. Lee *	B.A.	胡 寶 星	Cheng Oi Lin, Phyllis	Shum Cheuk Pan	B.Soc.Sc.	李 景
Cheung Wai Hing	LL.B.	李 佩	Susan M.F. Chow	B.Sc.	胡 寶 星	Karen S. L. Cheng	Frances S. M. Tin	LL.B.	李 景
Ivy S. C. Chan	B.A. *	李 佩	Stephen C. N. Lo	B.Soc.Sc.	胡 寶 星	Edwina L. K. Cheung	Rosa S. K. Tse	B.Soc.Sc.	李 景
Ma Ho Fai	LL.B.	李 佩	Susan M.F. Chow	OBE	胡 寶 星	Choi Yue Chun, Eugene	Winnie P. M. Tsui *	B.A. LL.B.	李 景
Carmelo K. S. Lee	LL.B.	李 佩	Ambrose W. S. Cheung	LL.B.	胡 寶 星	Fung Wing Yung	Edmund Wan Hong Yin	B.S.	李 景
Albert Bux	LL.B.	李 佩	Gleeson, Noel M.	B.Soc.Sc.	胡 寶 星	Viwan W. W. Ho	Yiu Yuk Wah, Annie	LL.B.	李 景
Eugina Y. Y. Chan	LL.B.	李 佩	Kwok Lau Po Chi, Helen	OBE	胡 寶 星	Forey Ip	Wong Kwok Wun	B.Com. LL.B.	李 景
Wong Wing Yan, Kenneth	LL.B.	李 佩	Yeuna Chi Wai	LL.B.	胡 寶 星	Kam Hung Ming		B.A.	李 景
Teresa Wong	B.Soc. LL.B.	李 佩		LL.B.	胡 寶 星	Kwan Yuen Yee, Christina			李 景

# WOO, KWAN, LEE & LO

SOLICITORS, NOTARIES, AGENTS FOR TRADEMARKS & PATENTS

## 胡關李羅 律師行

Head Office: 26th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong. Tel: (852) 2847 7888 Fax: (852) 2845 0239	總行: 中環怡和大厦廿六樓
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Branch Offices: Room 2801, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong. Tel: (852) 2586 9898 Fax: (852) 2827 6046	和記大厦九樓九〇二室
Cable Address: WKLACLCL	泰國曼谷:
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Thailand Tel: (66-2) 679 1333 Fax: (66-2) 679 1314	
China Room 611, 6th Floor, Beijing Tower, 10 Dong Chang An Jie, Beijing, P.R.C. Post Code: 100006	北京分行: 胡關李羅律師事務所北京辦事處
Interchange No. DX-009082 - Central 1	中國北京市東長安街十號長安大廈
	六樓六一一室 郵編: 100006
	Ext. 2661

Your Ref. [REDACTED] Direct Line: [REDACTED]  
 Our Ref. [REDACTED] Direct Fax: [REDACTED]  
 Date: [REDACTED] 10<sup>th</sup> December, 1999

Messrs. Wilkinson & Grist  
 Solicitors &c.  
 Rooms 901-2 Prestige Tower  
 23-25 Nathan Road  
 Kowloon  
 Hong Kong

BY FAX AND BY POST

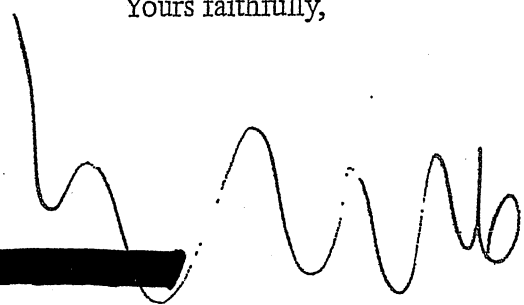
Dear Sirs,

House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong

We have instructions from Lotvest Limited to act in place of Raymond Ho & Co. in relation to the sale and purchase of the above property.

We shall be grateful if you will let us have the draft Agreement for Sale and Purchase (together with plans) and the title deeds for our approval on behalf of our client.

Yours faithfully,



✓ c.c. Client  
 Raymond Ho & Co. [REDACTED]

- |                        |        |     |                        |           |     |                          |             |     |                       |              |    |
|------------------------|--------|-----|------------------------|-----------|-----|--------------------------|-------------|-----|-----------------------|--------------|----|
| <b>Partners:</b>       | LL.B.  | 關卓然 | Michael T. C. Tung     | B.A.      | 佟進劍 | Assistant Solicitors:    | LL.B.       | 區照宜 | Frances Wing Kai Lau  | LL.B.        | 劉永 |
| William C. Y. Kwan *   | OBE    | 夏佳  | Yuen Ka Fai            | LL.B.     | 阮家  | Au Hei Yea               | B.Sc. LL.B. | 陳桂  | Lee Sin Kan, Virginia | LL.B.        | 李善 |
| Ronald Arculli         | B.A.   | 李佩  | Tsang May Ping, Rita   | LL.B.     | 會奕  | Bucky K. H. Chan         | BA. LL.B.   | 陳承  | Judy Y. Y. Lee        | B.Soc.Sc.    | 李善 |
| Peter Y. W. Lee #      | LL.B.  | 李王  | Leung Chong Shun       | LL.B.     | 梁創  | Phileas S. C. Chan       | LL.B.       | 陳承  | Alexander Mak         | B.Com. LL.B. | 李善 |
| Angelina B. L. Lee     | B.Com. | 李王  | <b>Consultants:</b>    | LL.D.     | 胡寶  | Dora W. Y. Chan          | LL.B.       | 陳承  | V. Faith T. Y. Mark   | LL.B.        | 李善 |
| Cheung Wing Yui        | B.A.   | 李王  | Sir Po-Shing Woo *     | OBE LL.M. | 李寶  | Cheng Kai Chun, Jonathan | LL.B.       | 陳承  | Shum Cheuk Pan        | B.Soc.Sc.    | 李善 |
| Peter C. L. Lo         | LL.B.  | 李王  | Charles Y. K. Lee #    | B.A.      | 李寶  | Cheng Oi Lin, Phyllis    | LL.B.       | 陳承  | Frances S. M. Tin     | LL.B.        | 李善 |
| Cheung Wai Hing        | LL.B.  | 李王  | Stephen C. N. Lo *     | B.Sc.     | 李寶  | Cheng Oi Lin, Phyllis    | LL.B.       | 陳承  | Winnie P. M. Tsui *   | B.Soc.Sc.    | 李善 |
| Ivy S. C. Chan         | BA *   | 李王  | Susan M.F. Chow        | B.Soc.Sc. | 李寶  | Edwina L. K. Cheung      | LL.B.       | 陳承  | Edmund Wan Hong Yin   | B.Sc.        | 李善 |
| Ma Ho Fai              | LL.B.  | 李王  | Ambrose W. S. Cheung   | OBE       | 李寶  | Choi Yue Chun, Eugene    | LL.B.       | 陳承  | Yiu Yuk Wan, Annie    | B.Com. LL.B. | 李善 |
| Carmelo K. S. Lee      | LL.B.  | 李王  | Gleeson, Noel M.       | LL.B.     | 李寶  | Fung Wing Yung           | B.Soc.Sc.   | 陳承  | Rhoda Y. K. Yung      | LL.B.        | 李善 |
| Albert Bux             | LL.B.  | 李王  | Kwok Lau Po Chi, Helen | LL.B.     | 李寶  | Vivian W. W. Ho          | B.B.A.      | 陳承  | Wong Kwok Wun         | BA.          | 李善 |
| Eugina Y. Y. Chan      | LL.B.  | 李王  | Yeuna Chi Wai          | LL.B.     | 李寶  | Porey Ip                 | LL.B.       | 陳承  |                       |              |    |
| Wong Wing Yan, Kenneth | LL.B.  | 李王  |                        |           |     | Kam Hung Ming            | LL.B.       | 陳承  |                       |              |    |
|                        |        |     |                        |           |     | Kwan Yuen Yee, Christina | LL.B.       | 陳承  |                       |              |    |

# WOO, KWAN, LEE & LO

SOLICITORS, NOTARIES, AGENTS FOR TRADEMARKS & PATENTS

## 胡關李羅 律師行

附件五

(共 6 頁)

Head Office:	28th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong.	Tel: (852) 2847 7888	Fax: (852) 2845 0299	總行:	中環怡和大廈廿六樓
	Cable Address: NAWKOOV		Fax: (852) 2837 1810		中環怡和大廈廿七樓
Branch Offices:	27th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong.	Tel: (852) 2847 7899	Fax: (852) 2845 9226	分行:	新鴻基中心一八〇二室
	Room 2801, Sun Hung Kai Centre, 30 Harbour Road, 1 Hong Kong.	Tel: (852) 2566 9998	Fax: (852) 2827 6046		和記大廈九樓九〇二室
	Cable Address: WKLLAOLC			泰國曼谷:	
Thailand:	Room 902, 8th Floor, Hutchison House, Central, Hong Kong.	Tel: (852) 2525 6355	Fax: (852) 2810 0215		
	In Association with Siam Premier International Law Office Limited			北京分行:	胡關李羅律師事務所北京辦事處
	24th-26th Fl., Thai Wah Tower II, No. 21/147-150, South Sathorn Rd.,	Tel: (66-2) 679 1839	Fax: (66-2) 679 1314		中國北京市東長安街十號怡和大廈
	Bangkok 10120 F-mail: sismilaw@loxinfo.co.th				六樓六一一室 電話: 100006
China:	Room 611, 6th Floor, Beijing Tower, 10 Dong Chang An Jie, Beijing,	Tel: (8610) 6522 6950	Fax: (8610) 6522 6995		
	P.R.C. Post Code: 100005	(8610) 6522 6988			
Interchange No.:	DX-009082 - Central 1	Ext. 8661			

Your Ref. [REDACTED]  
 Our Ref. [REDACTED]

Direct Line: [REDACTED]  
 Direct Fax: [REDACTED]  
 Date: 11<sup>th</sup> December, 1999

Messrs. Wilkinson & Grist  
 Solicitors &c.  
 Rooms 901-2 Prestige Tower  
 23-25 Nathan Road  
 Kowloon  
 Hong Kong

**URGENT**  
**BY FAX AND BY POST**  
 [REDACTED]

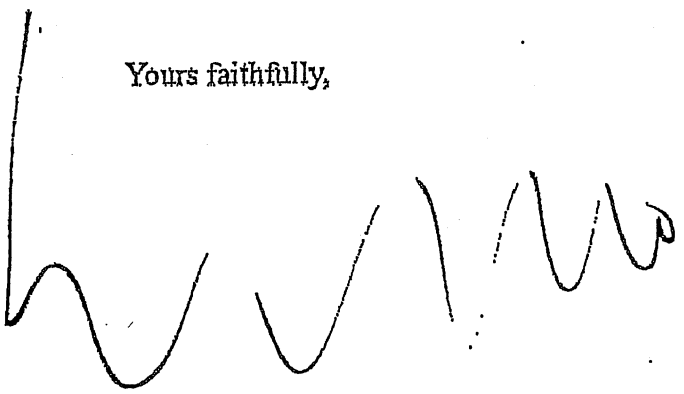
Dear Sirs,

House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong

Further to our letter of yesterday's date we enclose draft agreement approved by us as amended. Please note that this approved draft is still subject to any further comments which our client may have.

We shall be grateful if you will let us have the plans and the DMC as a matter of urgency as they affect the proper description and identification of the property to be sold.

Yours faithfully,



Encl. c.c. Client

- |                        |              |     |                      |              |     |                        |               |     |
|------------------------|--------------|-----|----------------------|--------------|-----|------------------------|---------------|-----|
| <b>Partners:</b>       | LL.B.        | 羅國強 | Michael T. C. Tung   | LL.B.        | 鍾國強 | Francis Wing Kai Lau   | LL.B.         | 劉子光 |
| William C. Y. Kwai *   | OBE          | 吳國強 | Yuen Ka Fai          | B.Sc., LL.B. | 鍾國強 | Lucy S. K. Lau         | LL.B.         | 李國強 |
| Ronald Arculli         | B.A.         | 李國強 | Isang May Ping, Rita | B.A., LL.B.  | 鍾國強 | Judy Y. Y. Lee         | B.Sc., B.C.   | 李國強 |
| Peter Y. W. Lee *      | LL.B.        | 李國強 | Leung Chong Shun     | LL.B.        | 鍾國強 | Alexander Mink         | B.Com., LL.B. | 李國強 |
| Angellina P. L. Lee    | LL.B.        | 李國強 |                      |              |     | V. Faith Kwong         | LL.B.         | 李國強 |
| Cheung Wing Yui        | O.Comb.      | 李國強 |                      |              |     | Shun Chuk Pan          | LL.B.         | 李國強 |
| Peter C. L. Lo         | B.A.         | 李國強 |                      |              |     | Frances S. M. Ho       | B.Sc., B.C.   | 李國強 |
| Chung Wai Hing         | LL.B.        | 李國強 |                      |              |     | Winnie B. M. Tsui *    | B.A., LL.B.   | 李國強 |
| Ivy S. C. Chan         | B.A.         | 李國強 |                      |              |     | Edmund Wan Hong Yin    | B.Sc.         | 李國強 |
| Ma I lo Tai            | B.A.         | 李國強 |                      |              |     | Yiu Yuk Wah, Annie     | LL.B.         | 李國強 |
| Carmelo K. S. Lee      | LL.B.        | 李國強 |                      |              |     | Phoda Y. K. Yung       | LL.M., LL.B.  | 李國強 |
| Albert Bux             | LL.B.        | 李國強 |                      |              |     | Wong Kwok Wun          | B.A.          | 李國強 |
| Eugina Y. Y. Chan      | LL.B.        | 李國強 |                      |              |     | Wong Wing Ping, Joseph | B.Sc., LL.B.  | 李國強 |
| Wong Wing Yan, Kenneth | LL.B.        | 李國強 |                      |              |     |                        |               |     |
| Terese Wong            | B.Sc., LL.B. | 李國強 |                      |              |     |                        |               |     |
| Catherine M. C. Yip    | LL.B.        | 李國強 |                      |              |     |                        |               |     |
| Sandy S. T. Lee        | LL.B.        | 李國強 |                      |              |     |                        |               |     |
| Ginger Keung Yu Tsui   | LL.B.        | 李國強 |                      |              |     |                        |               |     |
- 
- |                        |             |     |                              |              |     |
|------------------------|-------------|-----|------------------------------|--------------|-----|
| <b>Consultants:</b>    | LL.B.       | 胡國強 | <b>Assistant Solicitors:</b> | LL.B.        | 鍾國強 |
| Sir Po-Shing Woo *     | OBE, LL.M.  | 胡國強 | Au Hai Yee                   | B.Sc., LL.B. | 鍾國強 |
| Charles Y. K. Lam *    | OBE         | 胡國強 | Bucky K. H. Chan             | B.A., LL.B.  | 鍾國強 |
| Stephen C. N. Lo *     | B.Sc.       | 胡國強 | Phileas S. C. Chan           | LL.B.        | 鍾國強 |
| Susan M.F. Chow        | B.Sc., B.C. | 胡國強 | Dora W. Y. Chan              | B.L.L.M.     | 鍾國強 |
| Ambrose W. S. Cheung   | OBE         | 胡國強 | Chang Kai Chun, Jonathan     | LL.B.        | 鍾國強 |
| Gleason, Noel M.       | OBE         | 胡國強 | Chang Oi Lin, Phyllis        | LL.B.        | 鍾國強 |
| Kwok Lai Pu Chi, Helen | LL.B.       | 胡國強 | Karen S. L. Cheng            | LL.B.        | 鍾國強 |
| Ysung Chi Wai          | LL.B.       | 胡國強 | Edwina L. K. Cheung          | LL.B.        | 鍾國強 |
| Jackson K. B. Woo      | LL.B.       | 胡國強 | Choi Yue Chun, Eugenia       | LL.B.        | 鍾國強 |
|                        |             |     | Fung Wing Yung               | LL.B.        | 鍾國強 |
|                        |             |     | Vivian W. W. Ho              | LL.B.        | 鍾國強 |
|                        |             |     | Foray Ip                     | LL.B.        | 鍾國強 |
|                        |             |     | Karin Hing Ming              | LL.B.        | 鍾國強 |
|                        |             |     | Kwan Yuen Yee, Christina     | LL.B.        | 鍾國強 |
|                        |             |     | Iris Ling Yui, Agnes         | LL.B.        | 鍾國強 |
|                        |             |     | Iris Shui Yiu                | LL.B.        | 鍾國強 |
- \* Notary Public  
 # China - Appointed Attesting Officer 中國執業公證人

### THIRD SCHEDULE

A Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.5428942.

### FOURTH SCHEDULE

~~1. The Purchaser hereby further admits that it has been properly advised by its own solicitors, surveyors and other professionals prior to the signing of this Agreement and that the Purchaser agrees to :-~~

- ~~(a) waive and relinquish all its rights to raise any requisition on the state, condition and structure of the Property or any part thereof or on the existence of the internal partitions in and additions and alterations to the Property (if any) whether such state, condition, structure, partitions, additions or alterations are illegal, unauthorised or otherwise; and~~
- ~~(b) purchase the Property subject to any illegality found in the state, condition or structure of the Property and notwithstanding the existence of the internal partitions in and additions and alterations to the Property (if any) and the Purchaser shall not have any claim, remedy or right for damages, compensation or reduction of the purchase price against the Vendor in respect thereof in whatsoever manner.~~

~~1.~~ ~~2.~~ Notwithstanding any provision to the contrary herein, in the event any money is held by Messrs. Wilkinson & Grist as stakeholders hereunder, such money shall not be held or deemed to be held by Messrs. Wilkinson & Grist as agents for the Vendor.

~~2.~~

~~3.~~ Notwithstanding anything to the contrary herein, it is a condition of this Agreement and the Purchaser expressly covenants with the Vendor that the Purchaser will not sub-sell, assign or otherwise dispose of the Property or the Purchaser's interest therein or enter into any agreement so to do until and unless the Purchaser has duly completed the purchase hereunder.

3.  
4. The parties hereto declare that this Agreement is preceded by an agreement for sale (as defined in the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong) made between the same parties hereto on the same terms hereof (as defined in the said Stamp Duty Ordinance) on the 30th day of November, 1999.

4.  
5. The parties hereto hereby declare that to the best of their knowledge, no consideration (save and except the Purchase Price herein mentioned) has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance on sale pursuant to this Agreement (excluding legal expenses and estate agent commission).

5.  
6. The Property is a residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong.

SIGNED by )  
)  
)  
)  
for and on behalf of the Vendor in )  
)  
the presence of :- )

SIGNED by )  
)  
)  
)  
for and on behalf of the Purchaser )  
)  
in the presence of :- )

RECEIVED on or before the day and year )  
)  
first above written of and from the Purchaser the )  
)  
abovementioned further deposit of )  
)  
HK\$9,900,000.00 )

---

Messrs. Wilkinson & Grist  
as stakeholders

DATED the                      day of                      1999.

**HOUSING DEVELOPMENT LIMITED**

and

**LORVEST LIMITED**

\*\*\*\*\*

**A G R E E M E N T**

**For Sale and Purchase**

\*\*\*\*\*

**WILKINSON & GRIST**

Solicitors and Notaries

901, Prestige Tower,

23-25 Nathan Road,

Kowloon.

Ref : GF:NLK



## **RIDER A**

19. The Vendor shall give good title to the Property. The Vendor shall prove his title to the Property at the Vendor's own expense and shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The cost of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser required certified copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the cost of such certified copies.

## **RIDER B**

except for title deeds relating exclusively to the Property, the originals of which shall be delivered to the Purchaser

## **RIDER C**

and upon the Vendor's Solicitors confirming to the Purchaser that the balance of the purchase price will be sufficient to discharge all existing Mortgage(s) and Charge(s) in respect of or affecting the Property.

*Wilkinson & Grist*  
**高雲雲律師行**

附件六  
(共 6 頁)

SOLICITORS & NOTARIES - AGENTS FOR TRADEMARKS & PATENTS

ROOMS 901-7 PRESTIGE TOWER, 23-25 NATHAN ROAD, KOWLOON, HONG KONG.

TELEPHONE : (852) 2369 9236  
INTERCHANGE : DX-009004 Central 1

FAX : (852) 2369 4377  
(852) 2739 0535

Our Ref:

Your Ref:

Date:

13th Dec. 1999

Messrs. Woo, Kwan, Lee & Co.,  
Solicitors,  
26th Floor,  
Jardine House,  
No.1 Connaught Place,  
Hong Kong.

BY FAX & BY POST  
(Fax No. [REDACTED])

**URGENT**

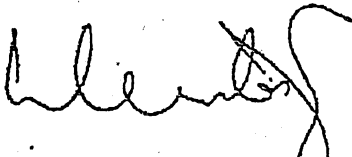
Dear Sirs,

Re : House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong.

We refer to your letter of 11th December, 1999.

Please be informed that your proposed amendments made to our draft Agreement for Sale and Purchase of the above property are accepted by our client save and except the clauses as per enclosed copy of the said draft.

Yours faithfully,



*Wilkinson & Grist*

Encl.

**Partners:**

Ella S.K. Cheong\*  
Peter G. Brown  
L.O. Leung\*  
Catherine Y.N. Chung\*†  
Michael W.T. Chan

**Consultant:**

Anne C.Y. Choi\*  
Yvonne Chau\*  
John R. Budge\*  
C.C. Tang\*  
Clerest P.Y. Wong

Grace S.Y. Fung\*

Kelth M.K. Ho\*  
K.W. Yu  
Judy S.Y. Lau  
Andrea S.Y. Fong  
Jeffrey H. Lane

**Assistant Solicitors:**

Mary T.M. Chan  
Patsy C.K. Chan  
Raymond C.K. Chan  
Lilly Cheong  
Winnie W.N. Chiu  
Hannah M.W. Chew  
Stephanie C.M. Choy

Ivan S.L. Chu  
Kenneth W.K. Fok  
Allan W.Y. Fung  
Ester W.L. Ho  
Karen M. Hudson  
Vera W.B. Leung  
Abigail M. K. Lim

Mena S.M. Lu  
Andrew P. Olson  
George C.L. Sit  
Winnie C. N. Tsoi  
Michael R. Withington  
Antony C.K. Wong  
Christopher C.L. Wong

\* Notary Public

† China-Appointed Auctioning Officer

THIRD SCHEDULE

A Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. 3423942.

FOURTH SCHEDULE

~~1. The Purchaser hereby further admits that it has been properly advised by its own solicitors, surveyors and other professionals prior to the signing of this Agreement and that the Purchaser agrees to :-~~

~~(a) waive and relinquish all its rights to raise any requisition on the state, condition and structure of the Property or any part thereof or on the existence of the internal partitions in and additions and alterations to the Property (if any) whether such state, condition, structure, partitions, additions or alterations are illegal, unauthorised or otherwise; and~~

~~(b) purchase the Property subject to any illegality found in the state, condition or structure of the Property and notwithstanding the existence of the internal partitions in and additions and alterations to the Property (if any) and the Purchaser shall not have any claim, remedy or right for damages, compensation or reduction of the purchase price against the Vendor in respect thereof in whatsoever manner.~~

*stet*

(意即保留)

~~1.~~ Notwithstanding any provision to the contrary herein, in the event any money is held by Messrs. Wilkinson & Grist as stakeholders hereunder, such money shall not be held or deemed to be held by Messrs. Wilkinson & Grist as agents for the Vendor.

~~2.~~ Notwithstanding anything to the contrary herein, it is a condition of this Agreement and the Purchaser expressly covenants with the Vendor that the Purchaser will not sub-sell, assign or otherwise dispose of the Property or the Purchaser's interest therein or enter into any agreement so to do until and unless the Purchaser has duly completed the purchase hereunder.

3. The parties hereto declare that this Agreement is preceded by an agreement for sale (as defined in the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong) made between the same parties hereto on the same terms hereof (as defined in the said Stamp Duty Ordinance) on the 30th day of November, 1999.

4. The parties hereto hereby declare that to the best of their knowledge, no consideration (save and except the Purchase Price herein mentioned) has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance or sale pursuant to this Agreement (excluding legal expenses and estate agent commission).

5. The Property is a residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong.

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Vendor is )  
 )  
 the presence of :- )

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Purchaser )  
 )  
 in the presence of :- )

RECEIVED on or before the day and year )  
 )  
 first above written of and from the Purchaser the )  
 )  
 abovementioned further deposit of )  
 )  
 HK\$9,900,000.00 )

Messrs. Wilkinson & Gaist  
as stakeholders

DATED the                      day of                      1999.

HOUSING DEVELOPMENT LIMITED

and

LOKVEST LIMITED

\*\*\*\*\*

AGREEMENT

For Sale and Purchase

\*\*\*\*\*

**WILKINSON & CRIST**

Solicitors and Notaries  
901, Prestige Tower,  
23-25 Nathan Road,  
Kowloon.

Ref : GF:NLK

**RIDER A**

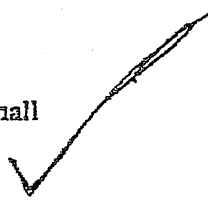
31  
12.

The Vendor shall give good title to the Property. The Vendor shall prove his title to the Property at the Vendor's own expense and shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The cost of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser required certified copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the cost of such certified copies.



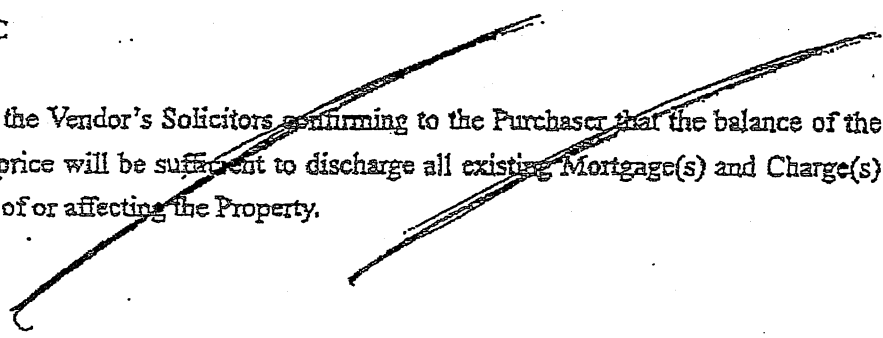
**RIDER B**

except for title deeds relating exclusively to the Property, the originals of which shall be delivered to the Purchaser



**RIDER C**

~~and upon the Vendor's Solicitors confirming to the Purchaser that the balance of the purchase price will be sufficient to discharge all existing Mortgage(s) and Charge(s) in respect of or affecting the Property.~~



*me*

COVER

FAX

SHEET

To: LOTVEST LIMITED (Attention: Mr. C.Y. Leung)  
c/o C.Y. Leung & Company Limited

Fax Nr: [REDACTED]

Subject: House Nos. A & B and the Reserved Area of No. 4 Peel Rise  
The Peak, Hong Kong

Date: 11th December 1999

Pages: 18, including this cover sheet.

COMMENTS:

**U r g e n t**

I enclose copy letter to Wilkinson & Grist of today's date and draft agreement amended by us.

I still have not received the agreement plans. Please also note that the Vendor requires the Purchaser to bear the cost of the plans.

Please let me know if you have any query on our amendments or on any other point.

Regards;

*M*  
[REDACTED]

From the desk of...

[REDACTED]  
Partner

Woo, Kwan, Lee & Lo, Solicitors &c.  
26th Floor, Jardine House, 1 Connaught Place,  
Hong Kong SAR

Tel. (852) 28477828

Fax: (852) 2521 8261 or 25374580



# WOO, KWAN, LEE & LO

SOLICITORS, NOTARIES, AGENTS FOR TRADEMARKS & PATENTS

## 胡關李羅 律師行

Head Office:	26th Floor, Jardine House, 1 Cornhill Place, Central, Hong Kong. Cable Address: NANKOOH	Tel: (852) 2547 7888	Fax: (852) 2545 8239	總行:	中環德輔道中六樓
Branch Office:	27th Floor, Jardine House, 1 Cornhill Place, Central, Hong Kong.	Tel: (852) 2547 7899	Fax: (852) 2537 1810		中環德輔道中六樓七號
Branch Office:	Room 2801, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong. Cable Address: WKLACLC	Tel: (852) 2549 8899	Fax: (852) 2827 6046	分行:	新灣仔中心二八〇一室
Thailand:	Room 902, 8th Floor, Hutchison House, Central, Hong Kong. In Association with Siam Premier International Law Office Limited 34th-26th Fl., Thai Wah Tower II, No. 21/147-150, South Sathorn Rd., Bangkok 10120 E-mail: siamlaw@casimil.com	Tel: (662) 2625 6355	Fax: (662) 2610 0215	泰國曼谷:	和記大廈九樓九〇二室
China:	Room 611, 8th Floor, Raifeng Tower, 10 Dong Chung An Jie, Beijing, P.R.C. Post Code: 100025	Tel: (8610) 6522 6950 (8610) 6522 9888 Ext 2887	Fax: (8610) 6522 8895	北京分行:	胡關李羅律師事務所北京辦事處 中國北京東中街十號和記大廈 六零六一室 郵碼: 100006
Interchange No.:	DX-009082 - Central 1				

Your Ref. [Redacted]  
Our Ref. [Redacted]

Direct Line: [Redacted]  
Direct Fax: [Redacted]  
Date: 13<sup>th</sup> December, 1999

Messrs. Wilkinson & Grist  
Solicitors &c.  
Rooms 901-2 Prestige Tower  
23-25 Nathan Road  
Kowloon  
Hong Kong

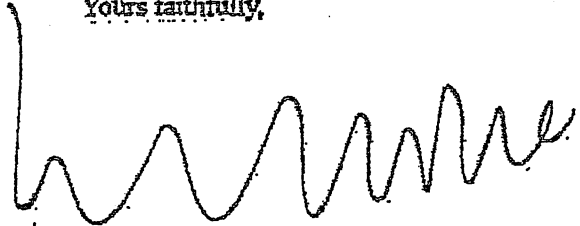
**URGENT**  
**BY FAX AND BY POST**

Dear Sirs,

House Nos. A & B and the Reserved Areas of  
No.4 Peel Rise, The Peak, Hong Kong

Further to our letters of 11<sup>th</sup> December we shall be grateful if you will send us a fully coloured and certified copy of the Site Layout Plan attached to the DMC. Alternatively could you please send us the original DMC for perusal. The precise extent and situation of the areas coloured Yellow in that plan is a matter of the critical importance to our client but unfortunately they are not clear from the copy you have sent to us.

Yours faithfully,



c.c. Client

Partners:	LL.B.	律師	Michael T.C. Tang	B.A.	律師	Associate Solicitors:	LL.B.	律師	Francis Ying Kai Lou	LL.B.	律師
William C. Y. Kwan	LL.B.	律師	Yuet Ka Fai	LL.B.	律師	Au Hai Yee	LL.B.	律師	Law Sin Ken, Virginia	LL.B.	律師
Ronald Picton	B.A.	律師	Isang May Ping, BBA	LL.B.	律師	Bucky K. H. Chan	B.A., LL.B.	律師	Judy Y. Y. Lee	B.Sc., LL.B.	律師
Peter W.M. Lee	LL.B.	律師	Leung Chong Shun	LL.B.	律師	Phileas S. C. Chan	LL.B.	律師	Li Wai Kwong	B.A., LL.B.	律師
Angeline R.L. Lo	B.A.	律師	Consultants:			Dora W. Y. Chen	LL.B.	律師	Alexander Mok	B.A., LL.B.	律師
Cheung Wing Yiu	B.A.	律師	Sir Po Shing Woo	LL.B.	律師	Cheng Kai Chui, Jonathan	B.A., LL.B.	律師	V. Brian T. Y. Mak	B.A., LL.B.	律師
Peter C. L. Lo	LL.B.	律師	Charles Y. K. Lee	LL.B., LL.M.	律師	Cheng Oi Lin, Phyllis	LL.B.	律師	Sham Chau Pak	B.A., LL.B.	律師
Cheung Wai Hong	LL.B.	律師	Stephen C. M. Lo	B.A.	律師	Waren S. L. Cheng	LL.B.	律師	Ericson S. M. Tin	LL.B.	律師
Ivy S. C. Chen	B.A.	律師	Susan M.F. Chee	B.A.	律師	Edmond L. K. Chung	LL.B.	律師	Hosa K. K. To	B.A., LL.B.	律師
Ms. Ho Nga	LL.B.	律師	Ambrose W. S. Cheung	B.A.	律師	Choi Wai Chan, Eugene	LL.B.	律師	Wanda P. M. To	B.A., LL.B.	律師
Camille K. S. Lee	LL.B.	律師	Glenon, Noel M.	B.A.	律師	Hang Wing Tung	LL.B.	律師	Edmund Wan Hong Yip	B.A.	律師
Alpen Bux	LL.B.	律師	Hook Lau Po Chi, Helen	B.A.	律師	Winn W. W. Ho	LL.B.	律師	Yu Yuk Wai, Anne	B.A., LL.B.	律師
Eight Y. Y. Chan	LL.B.	律師	Young Chi Wai	B.A.	律師	Pony Ip	B.A., LL.B.	律師	Thoda W. C. Tang	B.A., LL.B.	律師
Wong Wing Yan, Kenneth	LL.B.	律師	Jackson K. B. Woo	B.A.	律師	Kam Hung Ming	B.A., LL.B.	律師	Wong Kam Wan	B.A.	律師
Teresa Wong	LL.B.	律師	Retired:			Kwan Yuen Wo, Christina	LL.B.	律師	Wong Wing Ping, Joseph	B.A., LL.B.	律師
Catherine M. C. Yiu	LL.B.	律師				Sam Lung Yiu, Agnes	LL.B.	律師			
Sandy S. T. Lee	LL.B.	律師				Paul Shiu Yu	LL.B.	律師			

Wilkinson & Grist  
高雲律師行

附件七 A  
(只有 1 頁)

SOLICITORS & NOTARIES • AGENTS FOR TRADEMARKS & PATENTS

ROOMS 901-7 PRESTIGE TOWER, 23-25 NATHAN ROAD, KOWLOON, HONG KONG.

TELEPHONE : (852) 2369 9236  
INTERCHANGE : DX-009004 Central 1

FAX : (852) 2369 4577  
(852) 2739 0535

Our Ref:

Your Ref:

Date:

13th December, 1999

Messrs. Woo, Kwan, Lee & Lo  
Solicitors  
26th Floor, Jardine House  
1 Connaught Place, Central  
Hong Kong

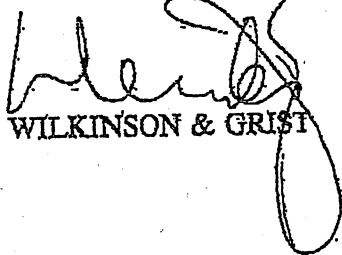
BY FAX [REDACTED]  
AND BY POST

Dear Sirs,

Re: Houses Nos. A & B and the Reserved Areas Shares  
of No. 4 Peel Rise, The Peak Hong Kong

With reference to your letter of even date, please be informed that as we have not yet received the title deeds, we are unable to provide to you certified copy DMC with fully coloured site plan at this stage.

Yours faithfully,

  
WILKINSON & GRIST

Partners:

Ella S.K. Cheong\*  
Peter G. Brown  
L.O. Leung\*  
Catherine Y.N. Chong\*\*†  
Michael W.T. Chan

Anne C.Y. Choi\*  
Yvonne Chui\*  
John R. Budge\*  
C.C. Tang\*  
Cleresa P.Y. Wong

Keith M.K. Ho\*  
K.W. Yu  
Judy S.Y. Lee  
Andra S.Y. Fong  
Jeffrey H. Lane

Consultant:

Grace S.Y. Fung\*

Assistant Solicitors:

May T.M. Chan  
Patsy C.K. Chan  
Raymond C.K. Chan  
Lily Cheung  
Winnie W.N. Chiu  
Hannah M.W. Chow  
Stephanie C.M. Choy

Ivan S.L. Cho  
Kenneth W.K. Fok  
Allan W.Y. Fung  
Esther W.L. Ho  
Karen M. Hudson  
Vera W.B. Leung  
Abigail M.K. Lim

Mena S.M. Lo  
Andrew P. Olson  
George C.L. Sit  
Winnie C.N. Toi  
Michael R. Withington  
Antony C.K. Wong  
Christopher C.L. Wong

\* Notary Public

† China-Appointed Assessing Officer

**Provisional Agreement for Sale & Purchase**

Houses Nos. A & B and the Reserved Areas Shares of No. 4 Peel Rise, The Peak, Hong Kong  
(The "Premises")

The Vendor agrees to sell and the Purchaser agrees to purchase the captioned premises (the "Premises") upon the following terms & conditions:

1. Vendor

Housing Development Limited

2. Purchaser

Lowest Limited

3. Purchase Price

HK\$66,000,000 (Hong Kong Dollars Sixty Six Million Only)

4. Terms of Payment

- a) Initial deposit HK\$3,300,000 (the "Initial Deposit") to be paid to the Vendor's solicitors as stakeholder upon signing of this Agreement as deposit and part payment of the Purchase Price.
- b) Further deposit HK\$9,900,000 (the "Further Deposit") to be paid to the Vendor's solicitors as stakeholder on or before 14th December 1999 as deposit and part payment of the Purchase Price.
- c) The balance of purchase price HK\$52,800,000 to be paid upon completion of sale and purchase on or before 14th June 2000.
- d) The Initial Deposit and Further Deposit shall only be released to the Vendor upon the Vendor having proved title to the Premises.

5. Formal Agreement and Completion

The formal agreement for sale and purchase of the Premises ("Formal Agreement") shall be signed on or before 14th December 1999.

Completion of sale and purchase shall take place on or before 14th June 2000.

**6. Status**

Vacant possession of the Premises on an "as is" condition shall be delivered upon completion of sale and purchase.

**7. No Sub-sale**

It is a condition of Completion and the Purchaser expressly covenants with the Vendor that the Purchaser will not sub-sell, assign or otherwise dispose of the Premises or the Purchaser's interest therein or enter into any agreement so to do until and unless the Purchaser has duly completed the purchase hereunder.

**8. Legal Cost**

Each party shall bear its own legal costs.

**9. Stamp Duty**

All stamp duties and registration fee payable on this Agreement, the Formal Agreement, the Assignment and other related documents thereof shall be borne by the Purchaser solely.

**10. Title**

The Premises are to be sold to the Purchaser free from encumbrances and with good title. The Vendor shall prove a good and marketable title of the Premises at his own expense to the Purchaser in accordance with Section 13 of the Conveyancing and Property Ordinance.

**11. Time**

Time shall be of the essence in every respect of this Agreement.

**12. Purchaser's Default**

Should the Purchaser fail to pay the Further Deposit or complete the purchase of the Premises in accordance with the terms herein contained, the deposit moneys paid hereunder shall be absolutely forfeited to the Vendor and the Vendor may forthwith rescind this Agreement and shall be free to re-sell or otherwise deal with the Premises. This clause shall not prejudice any rights or remedies of the Vendor under this Agreement or otherwise at law.

**13. Vendor's Default**

In the event of the Vendor failing to complete the sale in accordance with terms of this Agreement any deposit paid by the Purchaser shall forthwith be returned to the Purchaser who shall also be entitled to recover from the Vendor any further damages that the Purchaser may sustain by reason of such failure on the part of the Vendor.

14. The Premises is a residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).

15. The Vendor and the Purchaser hereby declare that to the best of their knowledge save and except legal costs and estate agent's commission, no other consideration is payable by the Vendor and the Purchaser in respect of the sale of the Premises.

16. Vendor's Agent

C. Y. Leung & Company Limited (Licence No. C-000630)

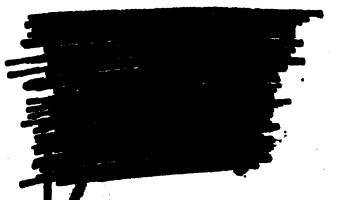
17. Purchaser's Agent

C. Y. Leung & Company Limited (Licence No. C-000630). It is declared that the beneficial owner of the Purchaser has a pecuniary interest in C. Y. Leung & Company Limited, which is acting for both the Vendor and Purchaser in this transaction

18. Legality

The Vendor and Purchaser hereby acknowledge that upon signing hereof, there is a legally binding agreement between the respective parties which shall remain in force unless and until it is superseded by the Formal Agreement prepared by the representing solicitors.

In consideration of the Vendor agreeing to enter the Provisional Agreement for Sale and Purchase with Lovest Limited, I hereby guarantee to you as primary obligor and not merely as surety, the due and punctual performance and observance by the Purchaser of the terms and conditions herein and in the formal Agreement for Sale and Purchase contained. Without prejudice to the generality of the foregoing, I confirm that I shall be liable to pay all amounts due under this Provisional Agreement and the formal Agreement for Sale and Purchase as if I were the Purchaser named therein. I shall be bound by the terms hereof whether or not the terms of the formal Agreement for Sale and Purchase have been approved/signed by me.



Leung Chun Ying



薛馮鄺岑律師行

SIT, FUNG, KWONG & SHUM

Solicitors, Notaries, Agents for Trademarks & Patents

香港皇后大道中183號新紀元廣場中遠大廈4428室 • 電話 : (852) 2522 8101 • 圖文傳真 : (852) 2845 9292 • 電子郵件 : sfks@sfks.com.hk  
Suite 4428, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong.  
Tel: (852) 2522 8101 • Fax: (852) 2845 9292 • E-mail: sfks@sfks.com.hk • Interchange : DX-075055 Sheung Wan  
Visit our web site at <http://www.sfks.com.hk>

Your Ref :  
Our Ref : [Redacted]

Date : 15<sup>th</sup> July 2000  
Direct Line : [Redacted]

Mr. C.Y. Leung  
10<sup>th</sup> Floor, Jardine House,  
1 Connaught Place, Central,  
Hong Kong.

BY HAND

**PRIVATE &  
CONFIDENTIAL**

Dear C. Y.,

Re : Houses A & B and the Reserved Areas,  
No.4 Peel Rise, Hong Kong ("the Property")

Thank you very much for your instructions in respect of the above matter. I take the liberty to enclose herewith the followings for your further action :-

1. Memorandum of Oral Advice for your record; and
2. Our fee note for your kind settlement.

Yours sincerely,

[Redacted]  
Sit, Fung, Kwong & Shum  
[Redacted]

Encl.

RTNERS

Peter K. P. Sit LL.B.	薛建平 2909 7388
C. K. Kwong LL.B.	鄺志強 2909 7328
W. C. Tam LL.B. & CL.A. & B.	譚偉才 2909 7335
Cecilia M. N. Lee LL.B.	李美寧 2909 7322
M. W. Shum B.Sc. & Sc.	岑文偉 2909 7333
Alex W. L. Chan LL.B.	陳維良 2909 7320
Margaret Choi LL.B. LL.M.	蔡小玲 2909 7323
W. S. Wong LL.B. LL.M.	黃永勝 2909 7332

ASSOCIATES

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Trevor T. K. Lee LL.B.
K. P. Yeung LL.B.
Rosalina Y. S. Mak LL.B.
Ruby S. K. Chan LL.B.
T. S. Lam B.Sc. (F&D) M.S.
Wynne Lau LL.B.
Gilbert T. H. Leung LL.B. & B.A.
Irene Chow LL.B.

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楊家賢 2909 7307
容若詩 2909 7321
陳秀菊 2909 7316
林遠信 2909 7339
程翠妮 2909 7380
梁子謙 2909 7331
周筠玲 2909 7325

CONSULTANTS

# Sylvia W. Y. Siu B.Sc. M.B.A. FCIAB. FHKIAA. LL.M.	甄詠儀 2909 7318
* Alfred C. Y. Fung B.A.	馮善鈞 2909 7338

* NOTARY PUBLIC	國際公証人
* CHINA - APPOINTED	
ATTESTING OFFICER	中國委託公証人

In association with  
Lefèvre Pelletier  
& associés,  
Paris, France



In association with  
AJ PARK & SON  
New Zealand

MEMORANDUM  
of  
ORAL ADVICE

\*\*\*\*\*

Houses A & B and the Reserved Areas, No. 4 Peel  
Rise, Hong Kong ("Premises").

\*\*\*\*\*

1. Whether the current owner has the right to the exclusive possession of the Communal Garden, Swimming Pool, the Deck and portion of the Access Road serving Houses A & B.

Yes.

- (a) Clause 1 of Section II of DMC

The First Owner shall at all times hereafter subject to and with the benefit of the Crown Grant and this Deed have the sole and exclusive right and privilege to hold, use, occupy and enjoy the whole of the Land and the Estate save and except only the House referred to in Clause 2 of this Section together with the appurtenances thereto and the entire rents and profits thereof.

The current owner, Housing Development Ltd. ("the First Owner") has reserved in the DMC the sole and exclusive right and privilege to use the whole of the Land and the Estate except the houses already sold to the third parties and the areas designed as Common Area and Common Facilities as defined in the DMC;

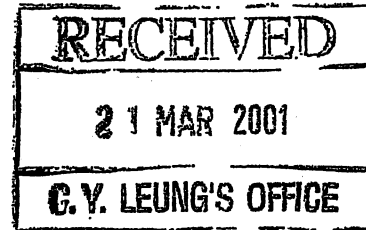
- (b) Section I of DMC

"Common Areas" All those areas or parts of the Land and the Estate the exclusive right to the use of which is intended for the common use and benefit of the Owners of the Estate and is not given and/or reserved by this Deed or otherwise to the Owner of any individual House and which, without limiting the generality of the foregoing, include boundary walls, caisson walls, passageways, ramps, pavements, walkways, driveways, access road, refuse collection area, flower beds and watchman's kiosk counter which for the purposes of identification only are shown and coloured Green on the Site Plan hereto attached.

"Reserved Areas" All those parts or areas of the Land and the Estate the exclusive right and the use of which is intended to be given and reserved by this Deed to the First Owner and which, without limiting the generality of the foregoing, include Communal Garden, Swimming Pool, the Deck and portion of the Access Road which for the purposes of identification only are shown and coloured Yellow on the Site Plan hereto attached.

The Reserved Areas as defined in the DMC include the Communal Garden, Swimming Pool, the Deck and portion of the Access Road serving Houses A & B and the First Owner only has the exclusive right to use the same.

Our ref: [REDACTED]  
12 March 2001



The Building Authority  
Buildings Department  
12/F-18/F Pioneer Centre  
750 Nathan Road  
Kowloon

Dear Sir

Your ref.: [REDACTED]

Alteration and Addition (A&A) Works  
for Houses 4 and 5 at 4 Peel Rise, The Peak, Hong Kong  
General Building Plan Amendment

I submit herewith 6 copies of General Building Plan amendment [drawing No. B201 (Rev. 4)] and a Form BA16 for the exemption of window provision for the lavatory at the G/F, for your approval.

Please note that the amendment does not involve any fire service installation work.

A development schedule also is submitted herewith for your perusal and record.

Yours faithfully

**Original Signed by**

[REDACTED]  
Authorized Person

encl

cc: [REDACTED]  
[REDACTED]  
[REDACTED]



BUILDING AUTHORITY OF HONG KONG  
Form BA 16  
BUILDINGS ORDINANCE  
(Chapter 123)  
Section 42

Application for modification of  
and/or exemption from the provisions of the Buildings  
Ordinance and/or regulations made thereunder

Date 12 March 2001

To the Building Authority,

Pursuant to the provisions of section 42 of the Buildings Ordinance, I hereby apply for a modification of and/or exemption from the provisions of-

(a) the Buildings Ordinance herein specified : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) the regulations made under the Buildings Ordinance herein specified : \_\_\_\_\_  
Building (Planning) Regulation 36 - To permit the absence of window to the  
opened air for the lavatory at G/F.


in respect of the ~~building works~~ works at (number and name of street and locality) \_\_\_\_\_  
House 4 & 5 at No. 4 Peel Rise, the Peak, Hong Kong


on (Lot No.) R.B.L. No. 545 (your Ref. No. BD 2-3/2003/90 ).

2. I list hereunder the special circumstances in connection with the said works in support of this application-

a) According to the actual site conditions at G/F, a shear wall supporting the  
House 5 is present. To provide a window opened directly into the open air for  
the lavatory at G/F would require the making of opening to the shear wall which  
would disturb the original structural integrity of the wall which is most undesirable

b) Mechanical ventilation and artificial lighting will be provided to this lavatory.

  
Signature of applicant

  
Full name of applicant

Authorized Person

Capacity of applicant

BUILDING AUTHORITY OF HONG KONG  
Form BA 16  
BUILDINGS ORDINANCE  
(Chapter 123)  
Section 42

附件十一  
(只有 1 頁)

Application for modification of  
and/or exemption from the provisions of the Buildings  
Ordinance and/or regulations made thereunder

Date 14 April 2000

To the Building Authority,

Pursuant to the provisions of section 42 of the Buildings Ordinance, I hereby apply for a modification of and/or exemption from the provisions of-


(a) the Buildings Ordinance herein specified : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


(b) the regulations made under the Buildings Ordinance herein specified : \_\_\_\_\_  
Building (Planning) Regulation 23(3)(a) - To permit the exclusion of the  
\_\_\_\_\_ glass canopy area from G.F.A. calculation.

in respect of the <sup>ASA</sup> ~~building~~ works/~~structure~~ works at (number and name of street and locality) Houses  
4 & 5 at No. 4 Peel Rise, The Peak, Hong Kong.  
on (Lot No.) R.B.L. No. 545 (your Ref. No. BLD(B)2/2003/90).

2. I list hereunder the special circumstances in connection with the said works in support of this application-

The area of the glass canopy is an amenity feature to enhance the  
quality of life and provide weather protection for the residents and  
visitors, and which is a part of the landscaped work for the proposed open  
court yard. This amenity feature will not gain additional gross floor  
area (GFA).

  
\_\_\_\_\_  
Signature of applicant

  
\_\_\_\_\_  
Full name of applicant

AUTHORIZED PERSON  
\_\_\_\_\_  
Capacity of applicant



**Buildings Department**  
屋宇署

附件十二  
(只有1頁)

YOUR REF 來函檔號: [REDACTED]  
OUR REF 本署檔號: [REDACTED]  
FAX 圖文傳真: 2845 1585  
TEL 電話: 2626 1378

30 September, 2000



**RECEIVED**  
12 OCT 2000  
C. Y. LEUNG'S OFFICE

Dear Sir,

4 Peel Rise - RBL 545


I refer to your application received on 26 September, 2000 for consent to the commencement of Drainage (Alterations & Additions) works, plans of which approved on 12 September, 2000, consent to the commencement and carrying out of the works is given in the Form BD 103 enclosed.

2. You are reminded of the contents of Practice Note for Authorized Persons & Registered Structural Engineers 99. As an Authorized Person or Registered Structural Engineer, you have a duty to ensure compliance with the Buildings Ordinance and Regulations. Where the Building Authority is of the opinion that there has been a failure in a statutory responsibility appropriate action may be taken.

3. You should note that when works commence, every precautionary measures including hoardings should be taken for the protection of workmen, occupiers and properties of adjoining buildings and the passers-by. Nuisance from dusts and other inconvenience to the public should be kept to the minimum.

Yours sincerely,

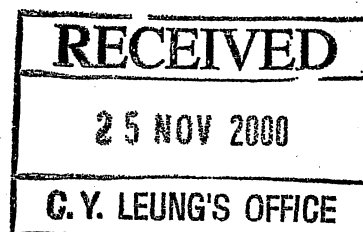
[REDACTED]  
Senior Building Surveyor  
for Building Authority

c.c. Mr. Leung Chun Ying   
10/F.,  
Jardine House,  
Central,  
Hong Kong.

CO/SM

WKL/lt

20 November, 2000



Dear Sir,

4 Peel Rise - RBL 545

I refer to your application dated 24 October, 2000 for approval of proposals in respect of Building (Alterations & Additions)(Amendments) and the application for consent to the commencement and carrying out of the above building works.

2. Your submission of plans has been checked under the curtailed check system announced in Practice Notes for Authorised Persons & Registered Structural Engineers 99. On this basis, I am satisfied that your submission is fundamentally acceptable and may be approved.

3. You are reminded that the curtailed check system covers only the fundamental aspects of a building proposal. Although non-fundamental aspects will not be raised as reasons for disapproving a submission, I expect that all contraventions of the Buildings Ordinance and its subsidiary legislation are rectified as and when they are discovered and in any event, before completion of the works is certified. In this connection, I ask you to note that the Building Authority attaches great importance to the proper assumption of duties and responsibilities by authorised persons and registered structural engineers.

4. In accordance with the provisions of regulation 30(1) of the Building (Administration) Regulations, this is to notify that the above - mentioned plans submitted with your application dated 24 October, 2000 are hereby approved. One set of the said plans, on which I have signified my approval, is enclosed. Your client has been sent a copy of this letter but I would request that you ensure that the contents are understood by him.

5. This approval should not be deemed to confer any title to land or to act as a waiver of any term in any lease or licence. Section 14(2) of the Buildings Ordinance refers.

6. Consent to the commencement and carrying out of the above Building (Alterations & Additions)(Amendments) works is given in the Form BD103 enclosed. You are reminded to ensure that the plans now approved are compatible with all previously approved plans, any conditions imposed are fulfilled and no works are carried out before all required plans have been approved and consent given. Your attention is drawn to paragraph 10 of Practice Notes for Authorised Persons & Registered Structural Engineers 215.

/7. ....

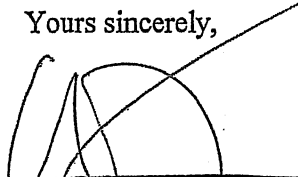
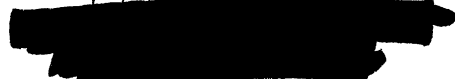
Our Ref. BD 2-3/2003/90

7. Paragraphs 2 & 4 of my letter dated 15.8.2000 are still applicable.

Yours sincerely,

c.c. Mr. Leung Chun Ying  
10/F.,  
Jardine House,  
Central,  
Hong Kong.



  
  
for Building Authority







## **Report on the photo interpretation of the vertical aerial photos taken by the Lands Department from 1991 to 2011 covering the subject site at House 4 and 5 of 4 Peel Rise**

### **1. Information used for the Interpretation of the Aerial Photos**

Vertical aerial photos taken by the Lands Department which show House 4 and 5 and the adjacent area from 1991 to 2011 are purchased for carrying out the interpretation of the features of interest. Enlargements of 3 times or 8 times of these aerial photos are used to facilitate identification of the ground features. Several of these photos in digital forms are also purchased for viewing on the computer screen in single photo and/or in 3D visual models using Red/Cyan filter glasses. Survey Sheets at scale 1/1,000 produced by the Lands Department are also purchased for studying the topographical information before and after the existing development. A Lot Index Plan is acquired for identification of the land status of the subject development.

### **2. Methodology**

- 2.1 From the single photos, the features of interest can be identified and ascertained in respect of their planimetric shapes and relative locations. Where pairs of overlapping photos covering the subject sites/features are available, stereoscopic models from the enlarged aerial photos are set up using a mirror stereoscope with 3.5 times magnification. These stereoscopic models enable the visualisation and interpretation of the features in 3D and the analysis of the relative levels of these features. Also, eleven stereo models are formed from the Digital Aerial Photos for displaying on the computer screen for viewing with 3D (Red/Cyan) filter glasses. The original scale of these photos ranges from 1/7,000 to 1/10,000 and the 3X and 8X enlargements of these photos enlarge the scales accordingly. Photos of years 1991 to 1993 are in black/white and 1994 to 2011 are in colour.
- 2.2 There are limitations in photo interpretation caused by the undulating topography and vertical building structures, which obscure or hide in shadow in whole or in part of the features of interest thereby causing these features not observable or discernible and stereo models cannot

be formed. The features appearing in the photos are as at the date of photographing therefore cannot be extrapolated to cover the intervening period between consecutive shootings.

### **3. The findings in respect of the features of interest**

#### *3.1 Car park cover*

The Occupation Permit for the development was issued on 30.4.1992, and incidentally the aerial photos of the subject site were taken on 12.5.1992, i.e. No. A30948, A30949, A30961 and A30962. All the car parks of the five houses of the same development are seen open without covers except a frame erected over and around each of them. From the photos taken on 9.7.1993, i.e. A35203, A35204, A35410 and A35411, all the car parks of the five houses are installed with cover and the design and texture of the cover material look similar. Photos taken from 1993 up to 2000 in which these car parks are observable, all these car parks are with covers. The same situation appears in photos taken from 2001 to 2011.

#### *3.2 Gate at the access road outside House 4*

No gate is seen outside House 4 in photos, i.e. No. A30948, A30949, A30961 and A30962 taken on 12.5.1992. From the photos taken on 9.7.93, i.e., i.e. A35203, A35204, A35410 and A35411, a gate can be seen erected across the access road outside House No. 4. In the subsequent aerial photos from 1994 onwards where the position of the gate is observable a gate can be seen at the same location.

#### *3.3 Trellis*

From the photos taken on 5.5.94, i.e. CN6908 and 6909, and on 12.10.96, i.e. CN14873, and CN14874, some images of plants can be seen hanging on the lower southern face of House 4. Also from the 3.11.99 photo, i.e. CN24049 and CN24050, using 10X enlargement, a narrow strip of plant like feature on ground floor can be seen protruding for short length over the southern face of House 4. In the 1992, 1993 and 1995 photos, the same area is hidden in shadow, whilst in 1997, 1998 it is obscured by building structures.

Regarding House 5, no structure is seen at ground floor protruding outside the southern face of the house from the photos taken from 1992 to 1999 in which the southern face of the house is observable.

From photos taken on 28.12.2000, some trellis like structures about one storey high can be seen on ground floor at the southern faces of House 4 and 5 respectively. Similar trellis like structures can be seen in the photos in subsequent years up to 2011 where the southern faces of House 4 and 5 are observable. The trellis like structure in front of House 4 extends to the staircase and is seen having plants creeping over it with variation in density from year to year.

#### *3.4 The awning on the western side of House 4*

From 2007 to 2010, a yellow awning with dark strips can be seen hanging on the western face of House 4. In 2011 the awning cannot be seen.

#### *3.5 Furniture near the swimming pool area*

Pieces of pool furniture and playing accessories can be seen at the swimming pool area, from photos taken from 1993 to 1999, which can be taken as an indication that the House 4 and/or 5, had people living in during that period.

Prepared by:

Hak CHAN, BBS  
Advisory Professor  
Authorised Land Surveyor  
Registered Professional Surveyor (Land Surveying)  
Fellow of Hong Kong Institute of Surveyors  
Fellow of Royal Institution of Chartered Surveyors  
Past President of Hong Kong Institute of Surveyors  
Former Deputy Director, Lands Department, HKSAR Government

11 October 2012



專業人士的聯合聲明  
2012年6月27日

鑑於社會上近日對於候任行政長官梁振英先生家中的「僭建」極度關注，眾說紛紜，為此，我們被邀請到梁先生家中視察，為事件作獨立的專業判斷。

據了解，發展商在1990年買入貝璐道地段，於1992年建成五間獨立屋，其中三間（一至三號）由1992年開始陸續賣出，發展商保留四號及五號屋自住。梁先生在1999年簽訂買賣合約，向發展商買入四號及五號屋，並在2000年完成買賣。他在入伙時，也曾按《建築物條例》正式向屋宇署申請加建有蓋玻璃遮雨篷，連接兩間獨立屋，並獲得批准。

事實上，十多年前，「僭建」的標準並不清晰，建築界亦往往要向屋宇署查詢，才能正確判斷。

昨天，我們審閱了屋宇署在1991年11月9日批准的建築圖紙及相關結構圖紙電子版內容，並作實地視察。我們的初步結論如下：

1. 建築批准圖紙沒有顯示五號屋停車位置底部，有任何門口以通往作任何用途之空間。在另一份2000年4月9日獲批的改建與加建圖則中，亦單與玻璃雨篷有關。至於有沒有其他的圖則如改建及加建，工地平整或支撐圍護等涉及到停車位置底部空間及與斜坡面的距離，暫沒有這方面的資料。
2. 結構圖紙電子版顯示停車位置底部空間入口的位置是200mm厚的結構牆，要在入伙後加建殊不容易也有其危險性。而且入口的磁磚與停車場的外牆一致，因此我們認為停車位置底部的空間，難以由梁先生在入住後再施工加建。
3. 停車位置底部空間有灰土箱及電源控制，顯示該處是四、五號屋及庭園的原設計電源控制室。

雖然我們並不掌握全部圖則(如電路圖、斜坡圖)，但結合多方面的資料及實地視察，我們相信梁先生並無「僭建」停車位置底部空間。

黃山先生，認可人士(建築測量師)  
施家殷先生，認可人士(建築師)

黃永昌先生，認可人士(結構工程師)  
王金殿博士，獨立建築工程師