

Information on Sales Arrangements
銷售安排資料

Sales Arrangements No. 19A
銷售安排第 19A 號

Name of the Development : 發展項目名稱 :	Babington Hill 巴丙頓山
Date of the Sale: 出售日期 :	From 9 June 2019 由 2019 年 6 月 9 日起
Time of Sale: 出售時間 :	<u>On 9 June 2019:</u> From 2:00 p.m. to 7:00 p.m. <u>From 10 June 2019 and thereafter:</u> From 2:00 p.m. to 7:00 p.m. <u>2019 年 6 月 9 日 :</u> 由下午 2 時至晚上 7 時 <u>由 2019 年 6 月 10 日起 :</u> 由下午 2 時至晚上 7 時
Place where the sale will take place: 出售地點 :	9/F, One International Finance Centre, 1 Harbour View Street, Hong Kong (“ifc Venue”) 香港港景街 1 號國際金融中心一期 9 樓 (下稱「ifc 會場」)
Number of specified residential properties that will be offered to be sold: 將提供出售的指明住宅物業的數目 :	13 3
Description of the residential properties that will be offered to be sold: 將提供出售的指明住宅物業的描述 :	
2A, 2B, 3B, 5B, 6B, 2C, 3C, 5C, 6C, 7C, 3D, 5D, 6D	
The method to be used to determine the order of priority in which each of the persons interested in purchasing any of the specified residential properties may select the residential property that the person wishes to purchase: 將會使用何種方法，決定有意購買任何指明住宅物業的每名人士可揀選其意欲購買的住宅物業的優先次序 :	
<u>On 9 June 2019 (“the first date of the sale”)</u>	
Balloting will be used to determine the order of priority. Persons interested in purchasing any of the specified residential properties (“ the registrant ”) must follow the procedures below.	
<ol style="list-style-type: none"> 1. For the avoidance of doubt, all valid Registrations of Intent (if any) previously submitted to the Vendor prior to the first date of the sale will not be included in this balloting. 2. Registration Slips will be distributed at the ifc Venue on the first date of the sale from 2:00 p.m. to 2:30 p.m. Registrant (if the registrant comprises corporation, then all directors of that corporation) shall personally (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) attend the ifc Venue and submit the following:- <ol style="list-style-type: none"> (a) only one Registration Slip duly completed and signed by the registrant; (b) the Registration Slip shall be accompanied with one (1) cashier order. The cashier order shall be in the sum of HK\$300,000 and made payable to “MAYER BROWN”; and (c) a copy of the registrant’s H.K.I.D. Card(s)/Passport(s) or (if applicable) a copy of Business Registration Certificate and documents filed with the Companies Registry showing the current list of director(s) and secretary and a copy of H.K.I.D. Card(s)/Passport(s) of the director(s) <p>to the ifc Venue within the check-in timeslot on the first date of the sale. The closing time for submission of Registration Slip will be 2:30 p.m. on the first date of the sale. Registration Slip submitted beyond 2:30 p.m. will not be accepted.</p>	

3. Each individual or corporation (whether alone or jointly with others) shall only be registered under one valid Registration Slip. Duplicated registration will not be accepted. The Registration Slip is personal to the registrant and shall not be transferable. The order of submission of Registration Slip will not have any impact on the order of priority for selecting the specified residential properties. In case of dispute, the Vendor reserves its right to determine whether a Registration Slip is valid and should be included in balloting.
4. If a registrant purchases any specified residential property, the cashier order will be used as part payment of the preliminary deposit for the purchase of the relevant specified residential property.
5. After verification of the identity of the registrants by the Vendor, the order of priority for selection of the specified residential properties by the registrants will be determined as follows:-
 - (a) Registrants shall be divided into two (2) groups according to the number of specified residential properties which the registrant intends to purchase as indicated in the Registration Slip (in descending order);
 - (b) If there is more than one registrant in a group, the Vendor shall carry out balloting to determine the order of priority of the registrants in that group. Every valid Registration Slip shall be allotted one lot. The Vendor shall not be responsible to the registrants for any error or omission contained in the ballot results.
 - (c) All registrants in the first group are NOT allowed to participate in the second group.
6. A registrant who leaves the ifc Venue while it is in session for selecting and purchasing specified residential properties shall be disqualified for participating in the selection and purchase of specified residential properties and his/her/its/their order of priority shall lapse immediately.
7.
 - (a) Immediately after the balloting, the Registrants shall **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) select the specified residential properties which are still available at the time of selection in the order of priority according to the "ballot result sequence" and in an orderly manner and within reasonable time. A Registrant shall select and purchase **not more than two (2)** specified residential property(ies), otherwise his/her/its/their order of priority shall lapse automatically and he/she/it/they will no longer be eligible to select and purchase specified residential property(ies).
 - (b) If the number of specified residential properties the registrant purchases exceeds one, the registrant shall submit on spot to the Vendor an additional cashier order for the purchase of the additional specified residential property. The cashier order shall be in the sum of HK\$300,000 and made payable to "MAYER BROWN" and will be used as part payment of the preliminary deposit for the purchase of the additional specified residential property.
 - (c) If the Registrant has successfully selected any of the specified residential properties in compliance with the rules set out in sub-paragraph (a), the registrant shall **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) enter into all Preliminary Agreement for Sale and Purchase to purchase the selected specified residential property(ies).
8. If an individual registrant has selected **one (1)** specified residential property, prior to the signing of the Preliminary Agreement for Sale and Purchase to purchase such specified residential property, the individual registrant may notify the Vendor on spot to add individual(s) to sign the Preliminary Agreement for Sale and Purchase provided that the additional individual(s) must be the **close relative(s)** (i.e. spouse, parents, children, brothers and sisters) of **ALL** the individual(s) comprised in the Registration Slip and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final. All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the registrant's request to add any individual(s).
9. If an individual registrant has selected **two (2)** specified residential properties, prior to the signing of one or more Preliminary Agreement(s) for Sale and Purchase to purchase such specified residential properties, the individual registrant may notify the Vendor on spot to add and/or delete individual(s) signing the Preliminary Agreement(s) for Sale and Purchase, but subject to the following:
 - (a) the registrant will not be allowed to first delete and then add individual(s) signing the Preliminary Agreement for Sale and Purchase;
 - (b) if a registrant wishes to add any individual(s), then prior to adding of any individual(s) all the individual(s) comprised in the registrant must be **close relative(s)** (i.e. spouse, parents, children, brothers and sisters) of each other and the additional individual(s) must be the **close relative(s)** of **ALL** the individual(s) comprised in the Registrant Slip and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final;

- (c) if a registrant wishes to delete any individual(s), then prior to deletion of any individual(s) all the individual(s) comprised in the registrant must be the **close family member(s)** (i.e. spouse, parents, children, brothers, sisters, grandparents and grandchildren) of each other and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final.

All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the registrant's request to add and/or delete any individual(s).

10. After completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, if a registrant has not purchased any specified residential property, he/she/it/they (or his/her/its/their authorized person) may collect his/her/its/their **unused cashier order** from 5:00 p.m. to 7:00 p.m. on the first date of the sale at the ifc Venue. The registrant must bring along the H.K.I.D. Card(s)/Passport(s) of the registrant (or a copy of the H.K.I.D Card(s)/Passport(s) of the registrant if unused cashier order is collected by the authorized person), (if applicable) copy of Business Registration Certificate, the original receipt of Registration Slip and (if applicable) a valid authorization letter and a copy of the H.K.I.D Card/Passport of the authorized person.
11. After the completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person interested in purchasing the specified residential properties. In case of any dispute, the Vendor reserves its absolute right to allocate any remaining specified residential properties to any person interested in purchasing by any method (including balloting).
12. The Vendor reserves the right to close the ifc Venue at any time if all the specified residential properties have been sold out, provided that the ifc Venue shall be open for the collection of unused cashier order at the time period specified in paragraph 10 above.
13. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 12:00 noon and 7:00 p.m. on the first date of the sale, then, for the safety of the registrants and the maintenance of order at the ifc Venue, the Vendor reserves its absolute right to postpone the first date of the sale to such other date(s) and/or time as the Vendor may consider appropriate and/or to close the ifc Venue. Details of the arrangement will be posted by the Vendor on the website (www.babingtonhill.com.hk) designated by the Vendor for the Development. Registrants will not be notified separately of the arrangement.

On 10 June 2019 and thereafter:

14. Subject to the completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person interested in purchasing the specified residential properties. In case of any dispute, the Vendor reserves its absolute right to allocate any remaining specified residential properties to any person interested in purchasing by any method (including balloting).
15. The Vendor reserves the right to close the ifc Venue at any time if all the specified residential properties have been sold out.
16. If the Vendor postpones the first date of the sale to such other date pursuant to this Sales Arrangements, the subsequent dates of sale will be postponed accordingly.
17. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 12:00 noon and 7:00 p.m. on any date of sale (other than the first date of the sale), for the safety of the prospective purchasers and the maintenance of order at the ifc Venue, the Vendor reserves its absolute right to close the ifc Venue. Details of the arrangement will be posted by the Vendor on the website (www.babingtonhill.com.hk) designated by the Vendor for the Phase of the Development. Prospective purchasers will not be notified separately of the arrangement.
18. In the event of any discrepancy between the English and Chinese versions of this Sales Arrangements, the English version shall prevail.

2019年6月9日(下稱「出售首天」):

以抽籤方式決定選擇住宅物業的優先次序。有意購買任何指明住宅物業的人士(下稱「登記人」)須遵從下列程序:

1. 為免存疑,所有於出售首天之前已遞交予賣方的有效的購樓意向登記(如有)不會被納入是次抽籤。
2. 登記表格將於出售首天下午2時至下午2時30分內於ifc會場派發。登記人(如登記人由公司組成,則該公司的**所有董事**)須於出售首天報到時段內**親身**(或其按賣方所規定的格式並有效地簽署的授權書所委任的授權人)到ifc會場:
 - (a) 遞交一份已填妥及由登記人簽署的登記表格;
 - (b) 登記表格須附有一張本票,本票金額為港幣300,000及抬頭人須為「孖士打律師行」;及
 - (c) 登記人的香港身份證/護照或(如適用)商業登記證書副本及已於公司註冊處登記之文件以顯示當時的董事及秘書的名單及董事的身份證/護照副本。

遞交登記表格的截止時間為出售首天下午2時30分。於下午2時30分後遞交的登記表格恕不受理。

3. 每人或公司(不論單獨或與他方聯名)只可登記於一份有效的登記表格。重複的登記將不會被接受。登記表格只適用於登記人本人及不能轉讓。遞交登記表格次序不會影響揀選指明住宅物業的優先次序。如有爭議,賣方保留權利決定登記表格是否有效及是否應被納入抽籤。
4. 如果登記人成功購買任何指明住宅物業,本票將會用作支付購買有關指明住宅物業的部份臨時訂金。
5. 賣方核實登記人身份後,登記人揀選指明住宅物業的優先次序將按以下決定:
 - (a) 登記人將根據其於登記表格內填寫的意欲購買的指明住宅物業數目由大至小被分成2組。
 - (b) 如一個組別中有多於一位登記人,賣方將會進行抽籤以決定登記人之間在該組別中的優先次序。每一份有效的登記表格可獲分配1個籌。如抽籤結果有任何錯誤或遺漏,賣方無須向登記人承擔任何責任。
 - (c) 所有第1組別的登記人不可參與第2組別。
6. 在進行揀選指明住宅物業之時離開ifc會場之登記人會被取消參與選購指明住宅物業的資格及其優先次序將立即失效。
7.
 - (a) 抽籤後,登記人須隨即根據「抽籤結果順序」有秩序地及於合理時間內**親身**(或其按賣方所規定的格式並有效地簽署的授權書所委任的授權人)揀選於當時仍可供揀選的指明住宅物業。每名登記人須選購**不多於2個**指明住宅物業,否則其優先次序將自動失效,登記人將不再享有選購指明住宅物業的資格。
 - (b) 如果登記人購買的指明住宅物業數目多於1個,登記人須為購買多出之指明住宅物業即場向賣方補交一張本票。本票金額為港幣300,000及抬頭人須為「孖士打律師行」及將會用作支付購買多出之指明住宅物業的部份臨時訂金。
 - (c) 如果登記人在符合第(a)分段規則的前提下成功揀選任何指明住宅物業,登記人須**親身**(或其按賣方所規定的格式並有效地簽署的授權書所委任的授權人)簽署所有臨時買賣合約購買其揀選的指明住宅物業。
8. 如果個人登記人揀選了**1個**指明住宅物業,在簽署臨時買賣合約購買該指明住宅物業前,個人登記人可即時通知賣方增加簽署臨時買賣合約的個人,惟新加入之個人必須為**所有**組成登記表格的個人的**近親**(即配偶、父母、子女、兄弟及姊妹)及登記人須提供令賣方滿意的該**近親**關係的證明,就此賣方的決定為最終。所有人須以買方身份**親身**(或其按賣方所規定的格式並有效地簽署的授權書所委任的授權人)簽署臨時買賣合約。賣方保留其絕對酌情權允許或拒絕登記人增加任何個人的要求。
9. 如果個人登記人揀選了**2個**指明住宅物業,在簽署一份或兩份臨時買賣合約購買該等指明住宅物業前,個人登記人可即時通知賣方增加及/或刪除簽署臨時買賣合約的個人,惟須受以下所限:
 - (a) 登記人將不可先刪除然後增加簽署臨時買賣合約的個人;

- (b) 如果登記人希望加入任何個人，則在加入任何個人之前所有組成登記人的個人必須互相為對方的**近親**（即配偶、父母、子女、兄弟及姊妹）及新加入之個人必須為**所有**組成登記表格的個人的**近親**及登記人須提供令賣方滿意的該**近親**關係的證明，就此賣方的決定為最終；
- (c) 如果登記人希望刪除任何個人，則在刪除任何個人之前所有組成登記人的個人必須互相為對方的**近親家庭成員**（即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女）及登記人須提供令賣方滿意的該**近親家庭成員**關係的證明，就此賣方的決定為最終。

所有簽署臨時買賣合約的人須以買方身份**親身**（或其按賣方所規定的格式並有效地簽署的授權書所委任的授權人）簽署。賣方保留其絕對酌情權允許或拒絕登記人增加及／或刪除任何個人的要求。

10. 在根據上述程序完成抽籤及合資格人士選購指明住宅物業完畢後，如果登記人並無購入任何指明住宅物業，登記人（或其獲授權人士）可在出售首天下午 5 時至晚上 7 時於 ifc 會場取回**未使用的本票**。登記人須攜同香港身份證／護照正本（如以獲授權人士取回未使用的本票，則須攜同登記人香港身份證／護照副本）、（如適用）商業登記證書副本、有效的登記表格收據正本及（如適用）有效的授權信及獲授權人士之香港身份證／護照副本。
11. 在根據上述程序完成抽籤及合資格人士選購指明住宅物業完畢後，餘下的指明住宅物業（如有）將以先到先得形式向任何有意購買的人士發售。如有任何爭議，賣方保留絕對權利以任何方式（包括抽籤）分配任何餘下的指明住宅物業予任何有意購買的人士。
12. 賣方保留權利在所有指明住宅物業已售出的情況下於任何時間關閉 ifc 會場，惟 ifc 會場會於上述第 10 段指明的時間內開放以辦理取回未使用的本票。
13. 如果在出售首天中午 12 時至晚上 7 時的任何時間內，八號或更高熱帶氣旋警告信號或黑色暴雨警告信號在香港生效，為保障登記人的安全及維持 ifc 會場的秩序，賣方保留絕對權利延遲出售首天至賣方認為合適的其他日期及／或時間及／或關閉 ifc 會場。賣方會將安排的詳情於賣方為發展項目的期數指定的互聯網網站的網址 (www.babingtonhill.com.hk) 公布。登記人將不獲另行通知。

2019 年 6 月 10 日及之後：

14. 在根據上述程序完成抽籤及合資格人士選購指明住宅物業完畢的前提下，餘下的指明住宅物業（如有）將以先到先得形式向任何有意購買的人士（包括個人、公司或其他）發售。如有任何爭議，賣方保留絕對權利以任何方式（包括抽籤）分配任何餘下的指明住宅物業予任何有意購買的人士。
15. 賣方保留權利在所有指明住宅物業已售出的情況下於任何時間關閉 ifc 會場。
16. 如果賣方根據本銷售安排延遲出售首天至其他日期，其後的出售日期將會順延。
17. 如果在任何出售日期（除出售首天）的中午 12 時至晚上 7 時的任何時間內，八號或更高熱帶氣旋警告信號或黑色暴雨警告信號在香港生效，為保障準買方的安全及維持 ifc 會場的秩序，賣方保留絕對權利關閉 ifc 會場。賣方會將安排的詳情於賣方為發展項目指定的互聯網網站的網址 (www.babingtonhill.com.hk) 公布。準買方將不獲另行通知。
18. 倘若本銷售安排中英文文本有異，以英文文本為準。

The method to be used, where 2 or more persons are interested in purchasing a particular specified residential property, to determine the order of priority in which each of those persons may proceed with the purchase :

在有兩人或多於兩人有意購買同一個指明住宅物業的情況下，將會使用何種方法決定每名該等人士可購買該物業的優先次序：

Please refer to the above method

請參照上述方法

Hard copies of a document containing information on the above sales arrangements are available for collection by the general public free of charge at:

載有上述銷售安排的資料的文件印本於下列地點可供公眾免費領取：

9/F, One International Finance Centre, 1 Harbour View Street, Hong Kong
香港港景街 1 號國際金融中心一期 9 樓

<p>Other Matters: 其他事項:</p>	<p>Prior to the first date of the sale, registrants are invited and offered to view the specified residential property(ies) which he/she/it/they intends or intend to purchase or their comparable residential properties if it is not reasonably practicable for the specified residential property(ies) to be viewed by the registrants (the residential properties that are made available for viewing prior to the first date of the sale are collectively referred to as “Properties for Viewing”). Registrants are reminded that the Properties for Viewing will not be made available for viewing on the first date of the sale. In order to maintain order at the ifc Venue and ensure the smoothness of the selection and purchase procedures, after a registrant has selected a specified residential property, the registrant will be required to proceed with the signing of Preliminary Agreement for Sale and Purchase of that specified residential property, and that specified residential property will not be reserved for the registrant during his/her/its/their viewing of any of the Properties for Viewing prior to the signing of the Preliminary Agreement for Sale and Purchase. All registrants are therefore advised to make prior arrangements to view the Properties for Viewing before the first date of the sale.</p> <p>在出售首日之前，登記人將獲邀請及安排參觀其意欲購買的指明住宅物業，或如開放指明住宅物業供登記人參觀並非合理地切實可行，則登記人將獲安排及邀請參觀與指明住宅物業相若的住宅物業（在出售首日之前可供參觀的住宅物業統稱為「供參觀物業」）。登記人請注意，供參觀物業於出售首天將不會開放供參觀。為維持 ifc 會場的秩序及確保選購住宅物業的程序順暢，登記人揀選指明住宅物業後即進入簽署該指明住宅物業的臨時買賣合約的程序，賣方不會為登記人保留該指明住宅物業以待其於簽署臨時買賣合約之前參觀任何供參觀物業。故特此建議所有登記人於出售首天前事先安排參觀供參觀物業。</p>
<p>Date of Issue: 發出日期:</p>	<p>5 June 2019 2019年6月5日</p>
<p>Date of Revision: 修改日期:</p>	<p>28 May 2020 2020年5月28日</p>