



## 認購靈龕安放權意向書

Letter of Intent for the Purchase of an Interment Right

編號: \_\_\_\_\_

日期: \_\_\_\_\_

高餘發展有限公司 (下稱"本公司")(本公司資料請參閱本認購靈龕安放權意向書註明一)及以下所列人士(下稱"客戶")於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日簽訂本認購靈龕安放權意向書。雙方同意盡力執行下列條款由本公司給予客戶下述靈龕(下稱"靈龕")之安放權,直至有關沙田市地段 311 號地契批文之期滿前六日止。: LETTER OF INTENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN UP-GRADE DEVELOPMENT LIMITED ("the Company") (particulars of the Company are shown in Remark 1 on the last page of this Letter of Intent) and the person the particulars of whom are given below ("Customer") whereby it is agreed that the right to use the niche described below ("Niche") shall be granted by the Company to the Customer for the term commencing from the date of the Formal Agreement hereinbelow mentioned until six days before the expiration of the residue of the term of year created by an Agreement and Conditions of Grant in respect of Sha Tin Town Lot No.311 :

TONG NAME 堂名	BLOCK NO. 座號	NICHE NO. 靈龕編號	NOMINEE (ALIVE OR DECEASED) 長生祿位 / 先人位
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### PARTICULARS OF CUSTOMER 客戶資料

ENG. NAME 英文姓名	CHIN. NAME 中文姓名	SEX 性別	
I.D. CARD NO. 身份証號碼	TEL NO. 聯絡電話		
ADDRESS 地址			
EMAIL ADD. 電郵	FAX NO. 傳真		
RELATIONSHIP WITH NOMINEE 與受供奉者關係			

### PARTICULARS OF NOMINEE 受供奉者資料

ENG. NAME 英文姓名	CHIN. NAME 中文姓名	SEX 性別	
I.D. CARD NO. 身份証號碼	#TEL NO. 聯絡電話		
# DEATH CERTIFICATE NO. 死亡證號碼			

(#如適用)

### PARTICULARS OF AUTHORISED PERSON (claims for ashes) 獲授權代表資料 (交還骨灰)

ENG. NAME 英文姓名	CHIN. NAME 中文姓名	SEX 性別	
I.D. CARD NO. 身份証號碼	TEL NO. 聯絡電話		

### PARTICULARS OF AUTHORISED PERSON (enforcement of Agreement) 獲授權執行人資料 (協議執行)

ENG. NAME 英文姓名	CHIN. NAME 中文姓名	SEX 性別	
I.D. CARD NO. 身份証號碼	TEL NO. 聯絡電話		

PREMIUM FOR THE USE OF THE NICHE 靈龕安放權費用	Premium (total) 龕位安放權費用	HKD
簽署正式合約及繳交龕位安放權費用須於 _____ 年 _____ 月 _____ 日或之前到本公司指定的律師行辦理及支付。(律師行地址及電話請參閱本認購靈龕安放權意向書註明二)。 Customer must attend the office of the Solicitors representing the Company on or before _____ for payment and sign the formal agreement (particulars of the Solicitors are shown in Remark 2 on the last page of this Letter of Intent).	Solicitors costs 律師費	HKD

## 認購靈龕安放權意向書具體條款

### Specific terms of Letter of Intent for the Purchase of an Interment Right

1. (a) 本認購靈龕安放權意向書，對於靈龕而言在簽署正式合約之前，並非是一份構成有法律約束力的合約，所以本公司及客戶，在簽署正式合約前，均有權隨時取消本認購靈龕安放權意向書。

This Letter of Intent for the Purchase of an Interment Right of Niche is not a legally binding agreement in respect of the Niche before signing the Formal Agreement, and hence both the Company and the Customer have the right to cancel this Letter of Intent before signing the Formal Agreement.

- (b) 客戶可於本文件之日期起 14 天內攜同本認購靈龕安放權意向書到本公司的代表律師行繳交安放權費用，律師費用及辦理簽署本公司在獲得“私營骨灰安置所發牌委員會”發牌前已經審核的正式協議（“正式合約”）手續。（該份正式合約的制定是經“私營骨灰安置所發牌委員會”預先審批，固不容許擅自更改，本公司已將合約範本張貼在本公司的通告處及連同本意向書隨附供各客戶審閱，如有任何疑問，敬請各客戶自聘獨立律師或諮詢獨立律師之法律意見）。

The Customer must, within 14 days from the date of this document, bring along this Letter of Intent to the Solicitors representing the Company to pay the premium and solicitors costs for the formalities of signing the Formal Contract ("Formal Agreement ") which has been approved before the issue of a licence to the Company by the "Private Columbarium Licensing Board". (The drawing up of such Formal Agreement has been pre-approved by the "Private Columbarium Licensing Board" and any amendment of it is not allowed. The Company has posted the sample agreement at the notice board and also attach a copy herewith for the Customer's review. For any questions, each Customer should hire his own solicitor or seek independent legal advice.)

- (c) 客戶亦可於本認購靈龕安放權意向書簽署日期後起(14)十四天內給予本公司書面通知，即時取消本認購靈龕安放權意向書而無須承擔任何法律責任。

The Customer also may, within 14 days after signing of this Letter of Intent, give the Company written notice for the cancellation of this Letter of intent without any legal liability.

2. 無論如何，如客戶未能如指定日期辦理簽署正式合約手續及龕位安放權費用，此認購靈龕安放權意向書將自動取消，本公司有權將靈龕之安放權賣給任何其他人士，而所有客戶提供本公司的一切資料均會作廢及被銷毀。

Anyway, if the Customer is unable to complete formalities of signing the Formal Agreement and payment of the fee for Interment Right of Niche on the designated date, this Letter of Intent shall be cancelled automatically. The Company have the right to sell the Interment Right of Niche to any other person while all the information provided by the Customer shall be cancelled and destroyed.

3. 客戶簽署正式合約後，即時擁有上述靈龕之安放權，直至批地期滿前六日為止。  
On signing of the formal agreement, the Customer shall have the right to use the Niche for the term until six days before the expiration of the term created by the said Agreement and Conditions of Grant.

4. 2047 年(            年後)上述靈龕經已使用期滿，屆時所有有關靈龕安放權之處理方法，均以"私營骨灰安置所條例"為準。

On expiration of the last renewable term in 2047, all further terms and conditions for the right will be dealt with in accordance with the provisions of the "Private Columbarium Ordinance".

5. 所有有關給予使用靈龕的費用，包括準備正式合約和其他服務費用由客戶支付。本公司的代表律師只代表本公司的一切責任與權益，及處理正式合約程序及遞交有關靈龕的資料註冊到食物環境衛生署轄下的有關部門，因此客戶如有任何疑問敬請客戶自聘律師諮詢獨立法律意見。（代表本公司的律師行地址及電話，請參閱本認購靈龕安放權意向書註明）  
Any fee relating to the use of the Niche, including the preparation of Formal Agreement and any other service charges incurred, shall be paid by Customer. The solicitors acting for the Company only represent the Company to deal with the procedures of the Formal Agreement and provide the registration information relating to the Niche under the relevant provisions of the “Private Columbarium Ordinance” required by the Food and Environmental Hygiene Department. In this connection, the Customer shall seek independent legal advice from his solicitors. (For the address and telephone number of the solicitors representing of the Company, please read the Remarks at the end of this Letter of Intent)
6. 上述靈龕之安放權在得到本公司書面同意及繳交本公司手續費後可以用更替合約轉讓。  
Subject to the written consent of the Company, the licence for the use of the Niche is transferrable on payment of an administrative charge to the Company by signing a novation agreement.
7. 客戶之通訊地址、電話及電郵如有更改時，敬請通知本公司。  
The Customer has the duty to inform the Company of any change in the particulars contained in this Provision Agreement or the Formal Agreement.

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SIGNED BY CUSTOMER 客戶簽署

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SIGNED BY COMPANY 公司簽署

註明一：高餘發展有限公司 (UP-GRADE DEVELOPMENT LIMITED)

Remark 1 地址：新界沙田大圍悠安街1號  
Address: No.1 Yau On Street, Tai Wai, Shatin, New Territories.  
電話/Tel: (852) 2604 1618 傳真/Fax: (852) 2601 9454

註明二：伍李黎陳律師行 (NG, LIE, LAI & CHAN SOLICITORS)

Remark 2 地址：香港干諾道中88號南豐大廈8樓809室  
Address: Room 809, 8th Floor, Nan Fung Tower, 88 Connaught Road Central, Hong Kong.  
電話/Tel: (852) 2852 5933 傳真/Fax: (852) 2851 6878