

List of IVA forms

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**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the applicant)

PROPOSAL FOR A VOLUNTARY ARRANGEMENT

Rule 122C,
Bkcy. Rules

I, (name of the applicant), of (address of the applicant), the above-named debtor, submit the following Proposal in accordance with Rule 122C of the Bankruptcy Rules for a Voluntary Arrangement.

2. Background

- any proceedings taken out by the creditors against the debtor
- causes of insolvency, main reasons of incurring the debts
- full disclosure of the debtor's assets and liabilities in the Statement of Affairs as per Appendix I (IVA-6)
- the alternatives available to the debtor, either proposing a voluntary arrangement or petitioning for bankruptcy

Rule 3. Desirability of a Voluntary Arrangement

122C(1)

- avoid the stigma and constraints imposed by bankruptcy
- enable the debtor to generate future income or obtain third party assistance for the benefit of the creditors as well as the debtor
- higher and/or quicker dividend under the voluntary arrangement than under bankruptcy, annexed a comparison between the position under bankruptcy and the position under the voluntary arrangement as per Appendix II (IVA-8), if appropriate.
- compare the legal and administration costs under voluntary arrangement and bankruptcy
- comments on the rights of secured creditors and preferential creditors, if any

4. **Acceptability of a Voluntary Arrangement to Creditors**

- efforts by debtor to expedite the realisation of his/her assets
- efforts by debtor to obtain third party payment which will not be available under bankruptcy
- more beneficial realisation of assets under voluntary arrangement than under bankruptcy
- quicker dividend to creditors
- interest earned from voluntary arrangement monies for creditors vs interest earned from monies under bankruptcy to general revenue in pursuance of Section 128A of the Bankruptcy Ordinance
- orderly distribution to creditors
- compare the fees charged under voluntary arrangement and under bankruptcy.

5. **Terms of the Proposal**

(i) **Assets**

- description of free assets, whereabouts
- valuation of assets and the basis of valuation, if any

(ii) **Charged Assets**

- description of charged assets, if any
- rights of secured creditor to deal with the charged assets
- how to treat additional unsecured liability arising from the realisation of the charged assets

(iii) **Assets to be excluded**

- description of assets
- reasons for keeping the assets
- secure the assets to be excluded by creating charges, if necessary

(iv) **Assets realisations**

- arrangement for handover of the assets to the nominee for realisations
- details of legal proceedings to be instituted/proceeded on recovering debts or assets

(v) **Contributions from Earnings**

- amount of monthly, quarterly, annual payments and the period concerned
- monthly income and expenditure as per Appendix III (IVA-7)

6. **Third Party Contributions**
 22C(2)(b)
 - description of third party assets
 - how and when such assets will be made available to the IVA
 - provision on windfall, legacy and inheritance for the benefit of the creditors

7. **Liabilities**
 122C(2)(c)
 - details of preferential creditors,
 - details of ordinary creditors
 - details of associate creditors
 - contingent liabilities
 - the possibility of claims being made under sections 49 (Transactions at an Undervalue), 50 (Unfair Preferences) and 71A (Extortionate Credit Transaction); and
 - provision to indemnify the creditors in respect of such claims (state full details of the proposed indemnity)

8. **Guarantees given for my debts by other persons**
 122C(2)(d)
 - details of the guarantee given
 - whether the guarantor is an associate of the debtor

- Duration of the Arrangement**
 122C(2)(e)
 - how long it takes to complete the realisation of the assets and collection of the payments under the Proposal

9. **Distribution of Dividend**
 122C(2)(f)
 - dates of distribution to the creditors
 - estimates of amount payable

10. **Nominee's Remuneration and Expenses**
 122C(2)(g) & (m)
 - the scale of charges of the Nominee to be specified
 - how the expenses will be defrayed

11. **Guarantee for the Arrangement**
 - details of any guarantees given for the purposes of the IVA

12. **How Funds are to be banked and invested**
 122C(2)(i)
 - how funds held for the purpose of the arrangement are to be bank, invested

13. **Unclaimed or Undistributed Money**
 22C(2)(j) ● how to deal with the unclaimed or undistributed money e.g. payment to the Bankruptcy Estates Account

14. **Continuance of Business**
 22C(2)(k) ● details of the business to be continued
 ● how the post voluntary arrangement liabilities of the business will be dealt with
 ● confirm no business to be continued or started during the course of the arrangement

15. **Credit Facilities**
 122C(2)(l) ● details of credit facilities to be obtained by the debtor during the course of the arrangement
 ● how the post voluntary arrangement credit liabilities will be settled
 ● confirm no further credit liabilities to be obtained by the debtor

16. **Functions to be undertaken by the Nominee**
 122C(2)(n) ● To collect, arrange and conduct the sale of any assets under the Arrangement, including the setting of the selling price.
 ● To prove, rank, claim and draw a dividend in respect of such debts due to me and included in the Proposal.
 ● To monitor the progress of the Arrangement and report to the creditors and creditors' committee if one is appointed.
 ● To carry out all statutory functions required of him under the Ordinance, the Rules and all other functions set out in the Standard Conditions at Appendix IV.

17. **Proposed Nominee**
 122C(2)(o) ● name, address and qualification of the nominee

18. **Late Creditors**
 ● how to deal with creditors who were omitted inadvertently

19. **Creditors' Committee (depends on the case e.g. creditors' view on whether to proceed with legal action and the wish of the creditors)**
 ● number of the members
 ● the function of the creditors' committee
 ● meeting intervals

*20/20.

My Acknowledgement

- (name of the applicant), holder of Hong Kong Identity Card No. (), confirm that this document and the Standard Conditions at Appendix IV fairly sets out my Proposal to my creditors for the Arrangement and that, to the best of my knowledge and belief, the statements herein are true. I also acknowledge that, the Standard Conditions at Appendix IV form an integral part of my Proposal. Although I have received assistance in drafting the Proposal, its contents remain my sole responsibility and the implications of the Proposal have been carefully explained to me.
- I acknowledge that I commit an offence if I make any false representation to the creditors in this Proposal or at any meeting of creditors for the purpose of obtaining the creditors' approval to this Proposal, punishable by a fine at level 2 and imprisonment for 6 months.

Signed this day of 19 .

(name of the applicant)

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BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the applicant)

**PROPOSAL FOR
A VOLUNTARY ARRANGEMENT**

Filed this day of , 19 .

Individual Voluntary Arrangement - Standard Conditions

Interpretation

1.1 These Conditions are an integral part of the Proposal. Should there be, in any respect, any conflict or ambiguity as between the Proposal and these Conditions, then the Proposal shall prevail.

1.2 The 'Proposal' means the document annexed hereto and signed by the Debtor together with any amendments that may be made thereto, provided that any such amendments shall be in writing signed by the Debtor or made pursuant to Section 20F of the Bankruptcy Ordinance.

2. In the Proposal and these Conditions, except where the context otherwise demands:

- (a) 'the Ordinance' means the Bankruptcy Ordinance, Cap. 6 of the Laws of Hong Kong;
- (b) 'the Rules' means the Bankruptcy Rules, Cap. 6 of the Laws of Hong Kong;
- (c) 'the Arrangement' means the Proposal and these Conditions read together.

Approval

3. The approval by creditors of the Arrangement pursuant to the Ordinance and the Rules shall be deemed to include approval of and acceptance of these Conditions in all respects.

Warranty

4. The Debtor warrants that he has disclosed to the Nominee full and complete particulars of:

- (a) all matters without exception relating to his assets and liabilities whether actual or contingent;
- (b) all matters which are required of him under the Ordinance and the Rules and further warrants that the contents of the Proposal are in all respects accurate and true.

Effect of Approval

5.1.1 From the approval of the Debtor's Proposal pursuant to the provisions of the Ordinance and the Rules, the Arrangement shall come into effect. The Nominee shall exercise the functions given to him by the Arrangement and under the Ordinance and the Rules provided that such exercise shall be within the unfettered discretion of the Nominee who shall be under no obligation to exercise all or any of the functions and powers conferred upon him whether the same be expressly provided for in this Proposal or implied by law.

5.1.2 If at the date of the creditors' meeting any creditor has issued or commenced legal proceedings against the person or property of the debtor, then to the extent that the creditor is bound within the meaning of the Ordinance, all such legal proceedings shall be stayed and shall not in any respect be proceeded with and if so required by the Nominee the creditor will discontinue such proceedings. This provision as to discontinuance shall not apply where the creditor has obtained judgment but in such case, the creditor will not proceed with any form of execution or enforcement.

Variation

5.2 No amendment or variation of the terms of the Arrangement shall be permitted after the approval of the arrangement unless so agreed at a general meeting of creditors called pursuant to Condition 6 hereof and, at such meeting, Rule 122R(1) shall apply. No amendment or variation shall be made without the consent in writing of the Debtor and any third party affected thereby. For the avoidance of doubt, the requisite majority necessary for the agreement of the variation shall be a majority of in excess of three-quarters in value of the creditors present in person or by proxy and voting on the resolution.

Duration

5.3 The Arrangement shall continue for such period of time as is set out in the Proposal provided that such a period of time may be extended by agreement of all parties bound by the proposal in accordance with Section 20H(1)(a) of the Ordinance. If it is decided to so extend the Arrangement, this shall be done by the Nominee calling a meeting of creditors and in respect of such a meeting the provisions of Rules 122N, 122O, 122Q and 122R(1) shall apply.

Completion

5.4 On completion of the Arrangement, The Nominee shall give written notice to the creditors.

Default Petition

5.5 The nominee shall not present any petition pursuant to Section 3(1)(c) of the Ordinance unless such has been agreed upon by a meeting of creditors called pursuant to the Rules. The Debtor shall be given notice of any such meeting and shall be entitled to attend the same.

General Power to Call Meetings

6. The nominee may at any time convene a general meeting of creditors in accordance with Section 20E of the Ordinance and the Rules.

6.1 If at any meeting so held the Nominee is dissatisfied with any resolutions so passed, he may apply to the court for directions pursuant to Section 20K of the Ordinance and the decision of the court shall be final.

Obligations of the Debtor

7.1 The Debtor shall at the request of the Nominee execute upon such terms as the Nominee shall require such deeds, transfers, conveyances, deeds of trust and powers of attorney as may be required by the Nominee for the implementation of the Arrangement and the sale of assets and getting in of assets and the protection of the Debtor's property included in the Proposal provided that the Debtor shall not be obliged to execute any power of attorney or deed of trust save in favour of the Nominee unless otherwise so directed by the court.

Declaration of Trust

7.2.1 The Debtor declares that all property comprised in the Proposal and the net proceeds of sale thereof is held by him on trust for the Nominee for the purpose of the Arrangement.

7.2.2 All assets held by the Nominee under the terms of the Arrangement shall be held on trust for the benefit of those creditors bound by the Arrangement subject only to the terms of the Proposal.

General Obligations

7.3 For the general implementation of the Arrangement, the Debtor shall at the request of the Nominee, unless the court otherwise directs:

- (a) do all things the Nominee shall require;
- (b) institute or defend any legal proceedings which touch or concern the Arrangement;
- (c) apply for legal aid when appropriate;
- (d) attend upon the Nominee when required;
- (e) deliver to the Nominee upon receipt of any communications received by him (save from the Nominee) which may touch upon or concern the Arrangement.

After-acquired Assets

7.4 Any assets which are acquired by the Debtor after the date hereof and before the conclusion of the Arrangement will be made available to the Nominee for the general purpose of the Arrangement insofar as the same could be claimed by a trustee in bankruptcy pursuant, and in all respects subject, to the provisions of 43A to 43C of the Ordinance. The Debtor undertakes within seven days of any such property devolving upon him to give notice of the same to the Nominee and to co-operate with him fully as regards the realisation of the same. This is subject to the proviso that any such after-acquired assets will only be sold to the extent necessary to pay all creditors in full together with statutory interest.

Continuation of Business

8.1 The following Conditions shall only apply if the Debtor's business is to be continued either for:

- (a) the purpose of eventual sale and the distribution of the sale proceeds to the creditors under the Arrangement; or
- (b) to make funds available for the creditors calculated by reference to the Debtor's future income from his business.

8.2 The Debtor shall continue his business on his own account and:

- (a) in his own name; or
- (b) in the name in which it was conducted immediately before the date of the interim order.

8.3 Until such time as the Arrangement has been completed and the provision of Rule 122ZC complied with, the Debtor shall not:

- (a) enter into any contract or agreement or undertaking for the sale of his business without the written consent of the Nominee;
- (b) dispose of the goodwill of his business or any assets forming part of or essential to such goodwill without such written consent as aforesaid;
- (c) make any other material changes to the extent, nature or place of his business except:
 - (1) in accordance with any provisions of the Arrangement;
 - (2) with the written agreement of the Nominee;
 - (3) if bound by law to do so.

8.4 Until completion of the Arrangement or such time as the Debtor ceases to carry on his business, whichever is the earlier, the Debtor shall:

- (a) submit such accounts to the Nominee as the Nominee may require;
- (b) consult the Nominee as often as the Nominee may require on the conduct and management of his business and keep the Nominee informed on any material developments relating thereto.

8.5 For the avoidance of doubt, it is hereby stated that:

- (a) the Debtor shall carry on his business as principal and shall be solely responsible for any liabilities incurred therein after the approval of the Arrangement including but not limited to liabilities in respect of employees;
- (b) notwithstanding the provisions of the Arrangement, the creditors shall be at liberty to commence and continue legal proceedings against the Debtor in respect of any liabilities incurred by him after the approval of the Arrangement.
- (c) notwithstanding the requirements under Condition 8.4 hereof, the Nominee is under no responsibility or obligation to audit the accounts submitted to him by the Debtor and shall under no circumstances be held responsible or liable in whatever way for any comment, advice or suggestion he may give to the Debtor in respect of the conduct and arrangement of the Debtor's business.

Nominee's Powers

9.1 The powers of the Nominee shall be those set out in the Proposal and these conditions.

9.2 Nominee's liability - neither the Nominee, Official Receiver's Office, nor any of his agents, employees or servants shall, for any reason whatsoever, or in any manner whatsoever, incur any personal liability in respect of any act, deed, thing or omission carried out by him or any of them in connection with his acting as Nominee or in connection with the supervision and implementation of this Arrangement. The Nominee will not enter into any contract or other arrangement in a position or manner or so as to incur any personal liability.

Applications of Bankruptcy Provisions

10.1 Unless otherwise provided for in the Proposal, Sections 34 (Description of debts provable in bankruptcy), 35 (Mutual credit and set-off), 67 (Declaration and distribution of dividends) save the provisions relating to giving notice in the gazette, shall apply to the Proposal.

10.2 Sections 38, 41 & 72 and Rule 117 with such modifications as shall be appropriate to make and render the same relevant to the Proposal, provided that unless the Proposal so provides no creditor's claim shall carry interest for any period commencing with the day on which

- (a) the receiving order/bankruptcy order is made (if there is one) or
- (b) the Proposal is approved by the creditors' meeting whichever is the earlier.

Creditors' claims shall be calculated as at the earlier of the two dates (if there is a receiving order/bankruptcy order date).

Prior transactions or bankruptcy offences

11. Unless disclosed in the Proposal, if, before the completion of the Arrangement, the Nominee has clear evidence of any matter which in the context of a bankruptcy would constitute a prior transaction under Section 49, 50 or 71A or a wrongdoing under Sections 129, 131 to 135 inclusive, then he shall forthwith report the same to the creditors, convene a creditors' meeting and, subject to the right of the Debtor to apply to the court, propose at such meeting the failure of the Arrangement.

Failure

12.1 The term 'failure of the Arrangement' shall mean any of the following events:

- (a) any matter which would entitle any person to petition for the bankruptcy of the Debtor under Sections 3(1)(c) and 20L of the Ordinance;
- (b) the failure of the Debtor to comply with any of the terms of the Arrangement;
- (c) any act or thing which in the opinion of the Nominee renders the implementation of the Arrangement impossible or frustrated unless such act or thing is envisaged or catered for in the Proposal, provided that the sale of an asset or realisation of an asset for a sum less than that estimated in the Proposal shall not constitute an act or within the meaning of this provision unless such is caused by the act or default of the Debtor or by someone on his behalf other than the Nominee.
- (d) the failure of any matter as set out in the Proposal and stated to be condition precedent of the arrangement;
- (e) the passing of a resolution pursuant to Condition 11 hereof relating to wrongdoing.

12.2 Where the Arrangement has failed within the meaning of Condition 12.1 hereof then:

- (a) the Nominee shall report such fact to the creditors and shall issue a certificate of non-compliance pursuant to Condition 19 of these Conditions;
- (b) the Nominee may call a meeting of creditors pursuant to Condition 6 hereof;
- (c) any creditor bound by the Arrangement shall no longer be bound and shall be entitled in respect of his debt to proceed against the Debtor as he sees fit;
- (d) the Nominee shall disburse such funds in his hands in accordance with the provisions of the Arrangement unless he is prevented by law from so doing.

12.3 It is hereby declared that the failure of any person, including the Debtor, to do any act or thing or to refrain from doing any act or thing within a specified period of time shall not constitute a failure of the Arrangement unless in the Proposal such specified period of time is expressed to be of the essence. Any condition precedent shall be 'of the essence' unless otherwise provided for in the Proposal.

Directions

13. If the Nominee is for whatever reason uncertain as to what action he should take in any situation, he shall within his own discretion:

- (a) seek the advice of the creditors' committee (if any);
- (b) seek the advice of the creditors;
- (c) apply so far as is possible the Ordinance and the Rules as they relate to bankruptcy and, subject thereto,
- (d) or apply to the court for directions.

Expenditure on Assets

14. The Nominee shall only spend any funds in his hands for the purposes of repairing, completing or altering any asset held by him or by the Debtor on trust for the purpose of the Arrangement if:

- (a) he is of the opinion that, as a result, the asset or assets concerned are likely to become more readily saleable or increase in value by an amount greater than that of the expenditure thus incurred;
- (b) if so bound to do by the terms of the Proposal.

Agreement of Claims

15.1 As soon as possible after the approval of the Debtor's Proposal (provided no application under Section 20J is pending), the Nominee shall send a notice to each person shown in the Debtor's Proposal or statement of affairs as a creditor requiring him to provide such details as the Nominee thinks fit of the amount claimed to be due from the Debtor.

15.2 The Nominee shall:

- (a) send a similar notice to any other person to whom he believes the debtor may be indebted;
- (b) be entitled but not obliged to insert a similar notice in such newspapers as he considers appropriate;
- (c) be entitled to ask for any further details or documentation he thinks necessary for the purpose of establishing the amount due to any person claiming to be a creditor.

15.3 No creditor shall be entitled to receive any payment or dividend from the Nominee or any other person under the terms of the Arrangement unless:

- (a) he is bound by the Arrangement by virtue of Section 20H;

(b) he has submitted his claim, in written form, to the Nominee;

(c) the Nominee has, subject to Condition 15.5 hereof, admitted his claim for the purpose of participation in any payment or dividend under the Arrangement.

15.4 Unless otherwise agreed by the creditors in general meeting or otherwise provided for in the Proposal, no creditor shall be entitled to participate in the Arrangement unless that creditor's debt is one provable in bankruptcy within the meaning of the Ordinance and the Rules.

15.5 Any creditor, if dissatisfied with the decision of the nominee in respect of his claim, may apply to the court to reverse or modify the same pursuant to Section 20K(1). Subject to the power of the court to extend the time, no application to reverse or modify the decision of the nominee in adjudging the claim will be entertained after the expiration of 21 days from the date of the notice of adjudication of claim sent by the nominee to the creditor at this last known address.

Priority of payment to creditors

16.1 The funds held by the Nominee shall be applied strictly in accordance with the terms of the Proposal but, subject thereto, in the order of priority as would apply in bankruptcy.

16.2 The Nominee shall not make any payment to creditors until at least 28 days have elapsed after the date of the creditors' meeting approving the Arrangement. Subject thereto and provided that no application under Section 20J or 20K(1) of the Ordinance or appeal under Rule 122Q is pending, he shall make payments or distributions to creditors at the time or times specified in the Arrangement and if no provision is made, at such time or times as he considers appropriate.

Bank Account Cost and Expenses

17.1 The Nominee shall open an account at a bank or banks approved by the Director of Accounting Services in the name of Official Receiver - Voluntary Arrangements Account and shall pay into such account or accounts all sums received or realised by him under the terms of the Arrangement. Any funds held by the Nominee which in his opinion are not required for the immediate purposes of the Arrangement may be placed by him on term deposit with the approved bank or banks.

17.2 The Nominee shall be authorised to pay from funds under his control:

- (a) the fees and disbursements set out in the Proposal;
- (b) any expenses properly incurred by him in pursuance of the Arrangement including, without prejudice to the generality of the foregoing:
 - (1) the fees of any solicitor, valuer or agent retained by the Nominee to value or dispose of any of the assets held on trust by the Nominee pursuant to Condition 7 above;
 - (2) unless the court orders otherwise, the cost of any action to which the Nominee is a party wherein costs are incurred by him or awarded against him in his capacity as Nominee;
 - (3) the cost of complying with any obligation laid upon the Nominee by virtue of the Arrangement, the Ordinance, the Rules or any other rules, regulations or orders made thereunder;
 - (4) such other sums as the Nominee shall be authorised or required to pay by the Arrangement.

17.3 There shall be paid to the Nominee, such fees and disbursements as are specified in the Arrangement.

17.4 The Nominee shall draw sums on account of his fees and disbursements from time to time as he thinks fit.

Health of Debtor

18. Should the debtor die before the Nominee has issued a certificate of due completion or certificate of non-compliance, the arrangement shall be binding on the Personal Representatives of the Debtor, or the person or persons appointed to administer the estate of the deceased debtor.

Termination

19.1 The Arrangement shall cease to have effect once

- (a) there are no further funds or assets held by the Nominee or the Debtor on trust for the purposes of the Arrangement; or
- (b) the Nominee has issued a certificate of due completion or a certificate of non-compliance.

19.2 The issue of a certificate of non-compliance shall:

- (a) not release the Debtor from any obligation placed upon him under the Arrangement;
- (b) not prejudice the Nominee's right to exercise any of the powers given to him by statute or under the Arrangement, including the power to realise any of the assets under his control and to distribute any funds in his hands in accordance with the terms of the Arrangement.

19.3 When the Nominee issues a certificate of non-compliance, the Nominee shall forthwith give notice of that fact to the Debtor and all known creditors, the court and the Official Receiver.

Ambiguity

20. Where any part of these conditions incorporates any provisions of the Ordinance or the Rules and such incorporation gives rise to an ambiguity or inconsistency, then the Nominee shall within his own absolute discretion resolve such ambiguity or inconsistency as he shall think fit and the exercise of such discretion shall not be open to any challenge by legal proceedings or otherwise by any creditor bound by the Arrangement or by the Debtor or by any person on their or his behalf.

香港特別行政區高等法院原訟法庭
IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

臨時命令申請案 年第 宗

INTERIM ORDER APPLICATION NO. OF
資產負債狀況說明書 (截至 止)
STATEMENT OF AFFAIRS AS AT

全名 :
Full Name :
香港身份證號碼 :
Hong Kong Identity Card No. :
*營商名稱 :
*Trading as :

你必須填寫本資產負債狀況說明書及隨附的A, B, C, D, E, F, G 及H 各表中的適用者，以顯示你的資產負債狀況（截至日期不得早於向代名人發出的通知書的日期前2星期）。你亦須在有關的表內指明欠你的或你所欠的任何款額是否有所爭議；如有爭議，則須以另外的附表提供詳情。該附表應予簽署，並應隨附作為你的資產負債狀況說明書的一部分。該等填妥的附表將構成你的資產負債狀況說明書，並必須盡你所知所信而核證為正確。

You are obliged to complete this Statement of Affairs and such of the attached lists A, B, C, D, E, F, G and H as are applicable in order to show the state of your affairs as at a date not earlier than 2 weeks before the date of the notice given to the nominee. You are also required to specify in the relevant list whether or not there is a dispute about any amount due to or by you and, if so, to supply details in a separate schedule which should be signed and attached as part of your Statement of Affairs. Such completed schedules will constitute your Statement of Affairs, and must be certified as correct, to the best of your knowledge and belief.

I. 資產及負債
Assets and Liabilities

規則 Rule	參閱表目 List Reference	詳情 Particulars	估計價值 \$ Estimated Value \$
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資產
ASSETS

122H(3)(a)	A	(1) 各項資產（不包括在任何其他的表內） Various assets (not included in any other lists)	
122H(3)(a)	B	(2) 應收債項 Debts receivable	
122H(3)(b)	C	(3) 質押予有十足抵押的債權人作為抵押品的資產的超額價值 Excess value of assets pledged as security to creditors fully secured	
		(4) 資產總額，即以上第(1) 至(3)項的總額 Total Assets, i.e. total of items (1) to (3) above	

負債
LIABILITIES

122H(3)(b)	C	(5) 有抵押債權人（經扣除抵押）- 即扣除抵押品的款額後 Secured creditors (net of security) - i.e. after deducting the amount of the security	
122H(3)(c)	D	(6) 僱員及政府部門的申索及被拖欠的款額 Claims and amounts due to employees and Government departments	
122H(3)(d)	E	(7) 無抵押債權人及其他負債（包括或有負債） Unsecured creditors and other liabilities (including contingent liabilities)	
122H(3)(e)	F	(8) 有聯繫人士債權人 Associate creditors	
		(9) 負債總額，即以上第(5) 至(8) 項的總額 Total Liabilities, i.e. total of items (5) to (8) above	
		(10) 盈餘（不敷），即以上第(4) 項的資產總額減去第(9)項的負債總額 \$ Surplus/(Deficiency), i.e. total assets as in item (4) less total liabilities as in item (9) above	

(*請刪去不適用者).
(*delete the inapplicable words)

II. 其他資料
Any other information

122H(3)(f)	G	(11) 根據第49, 50 及71A條遞交的可能申索 Possible claims under Sections 49, 50 and 71A
122H(3)(f)	H	(12) 近期及預期的收入說明書 Statement of recent and expected income

III. 核證
Certification

本人(a) I(a)

地址為(b) of(b)

謹核證以上說明書及在此展示並標明為 _____ 的隨附各表，盡本人所知所信為正確。
certify that the foregoing Statement and attached lists exhibited hereto and marked _____
are correct to the best of my knowledge and belief.

日期： _____ 年 _____ 月 _____ 日
Dated this _____ day of _____ 19 _____.

簽署
Signature: _____

Notes:

- (a) 填上全名、香港身分證號碼及職業
(a) Insert full name, Hong Kong Identity Card No. and Occupation
(b) 填上詳細地址
(b) Insert full address

個人資料收集聲明
Personal Information Collection Statement

收集的目的
Purpose of Collection

以本表格收集你的個人資料的目的是依據破產條例及規則(香港法例第6章)的規定，準備及處理本自願安排案件。
The purpose of collecting your personal data by means of this form is for the preparation and administration of this voluntary arrangement case pursuant to the provisions of the Bankruptcy Ordinance and Rules, Cap. 6 of the Laws of Hong Kong.

轉遞個人資料
Transfer of Personal Data

如有需要，你在本表格中所提供的個人資料可能會轉遞給根據法例有權利及權力獲取或查閱該等資料的人士。
Where necessary, the personal data provided by you in this form may be transferred to other persons who have the right and authority by law to obtain such data or to have access thereto.

查閱個人資料
Access to Personal Data

你有權提出要求查閱及改正你在本表格中所提供的個人資料。該等要求必須以書面向破產管理署部門主任秘書提出，地址為香港金鐘道66號金鐘道政府合署10樓。
You have the rights to request access to and correction of the personal data provided by you in this form. Such requests should be made in writing to the Departmental Secretary of the Official Receiver's Office at 10th Floor, Queensway Government Offices, 66, Queensway, Hong Kong.

A表
LIST A
各項資產
VARIOUS ASSETS

不包括在任何其他表內的每一類資產，其所有詳情應在本表內指明。如以下(a)至(i)項所獲分配的空位不足夠，請隨附額外的附表並填寫以下(n)項，以提供所需資料。
Full particulars of every description of assets not included in any other lists should be specified in this list. If the space allotted to items (a) to (i) below is not adequate, please provide the requisite information by attaching additional schedule(s) and completing item (n) below.

(i) 詳情 Particulars	(ii) 個人方面的資產 Personal assets	(iii) 業務方面的資產 Business assets	(iv) 不列入自願安排的資產 Assets to be excluded from the voluntary arrangement	(v) 總資產 Total assets (ii)+(iii)+(iv)	(vi) 估計的價值 Estimated value	(vii) 估計的基準 Basis of estimate
(a) 銀行現金 (請指明有關銀行名稱及所有帳戶號碼) Cash at bank (Please specify the name(s) of the bank(s) and all account numbers)	\$	\$	\$	\$	\$	
(b) 手頭現金 Cash in hand						
(c) 由律師或任何其他人士持有的現金存款 Cash deposit held by solicitor or any other person						
(d) 在你名下或在你*丈夫/*妻子/*妾侍名下的土地及建築物 (位置及地址) Land and buildings in your name or in the name of your *husband/*wife/*concubine (Location and address)						
(e) 存貨 Stock in trade						
(f) 設備及機器 Plant and machinery						
(g) 人壽保單 Life assurance policies						
(h) 股額及股份等的投資 Investment in stocks and shares, etc.						

A表
LIST A
各項資產
VARIOUS ASSETS

(i) 詳情 Particulars	(ii) 個人方面的資產 Personal assets	(iii) 業務方面的資產 Business assets	(iv) 不列入自願安排的資產 Assets to be excluded from the voluntary arrangement	(v) 總資產 Total assets (ii)+(iii)+(iv)	(vi) 估計的價值 Estimated value	(vii) 估計的基準 Basis of estimate
(l) 任何死者的遺產欠你的款額 Amount due to you from the estate of a deceased person	\$	\$	\$	\$	\$	
(ll) 聯名或共同擁有的戶口 (請指明有關銀行名稱及所有帳戶號碼) Accounts under joint names or ownership (Please specify the name(s) of the bank(s) and all account number(s))						
(lk) 聯名或共同擁有的物業 (位置及地址) Properties under joint names or ownership (Location and address)						
(ll) 任何其他資產 Any other assets						
(m) 總額(在資產負債狀況說明書第1頁“資產”之下列出此總額) Total (Show the total of column (vi) under "Assets" on page 1 of the Statement of Affairs)						
(n) *隨附額外的附表 _____ 份/並無額外的附表隨附* (指明數目) * _____ additional schedule(s) are attached/No additional schedule(s) are attached.* (specify no.)						

(簽署)
(Signature)

日期: 年 月 日
Dated this day of 19

(*刪去不適用字句)
(* delete the inapplicable words)

應收債項
DEBTS RECEIVABLE

(i) 編號 No.	(ii) 債務人姓名 Name of debtor	(iii) 地址 Address	(iv) 債項款額 Amount of debt \$	(v) 訂約承擔債項的日期 Date when contracted	(vi) 估計可得 Estimated to produce \$	(vii) 估計的基準 Basis of estimate	(viii) 債項性質及任何就債項而持有的 抵押品詳情 Nature of debt and particulars of any securities held for debt
I. 個人方面的應收債項 Personal debts receivable							
1.							
2.							
3.							
4.							
5.							
II. 業務方面的應收債項 Business debts receivable							
6.							
7.							
8.							
9.							
10.							
III. 不列入自願安排的應收債項 Debts receivable to be excluded from the voluntary arrangement							
11.							
12.							
13.							
14.							
15.							
總額 (在資產負債狀況說明書第1頁 "資產" 之下列出第(vi)欄的總額) Totals (Show the total of column (vi) under "Assets" on page 1 of the Statement of Affairs)							

日期: 年 月 日
Dated this day of 19

(簽署)
(Signature)

註: (1) 如你亦欠任何上述債務人款項, 請在第(iii)欄指明你欠該債務人的債項款額及該債務人欠你的款額。該債務人欠你的淨款額應在第(iv)及(vi)欄填寫, 但如你欠該"債務人"的款額大於該債務人欠你的款額, 則請勿在本表內填寫任何款額。而應使用B表填寫有關資料。
Note: If you are also indebted to any of the above-mentioned debtor(s), please specify in column (iii) both the amount of your debt due to the debtor and the amount due from the debtor. The net amount due to you by the debtor should be inserted in columns (iv) and (vi). If, however, the amount owed by you to the "debtor" is greater than the amount that the debtor owes you, do not insert any amount in this list but use List E for the purpose.

(2) 為釐清債項款額, 應隨附有關證明文件的副本。
To substantiate the amount of debt, copies of the relevant source documents should be attached.

(3) 請用"表示就債務人同時也是你的有關聯人士"的語義, 請參閱 F 表內的註釋。
Please denote with "the debtors who are your associates." For meaning of "Associate", please refer to notes in List F.

C 表

LIST C

有抵押債權人(有十足抵押或部分債權有抵押者)/質押予有十足抵押的債權人作為抵押品的資產的超額價值

SECURED CREDITORS (either fully or partly secured)/EXCESS VALUE OF ASSETS PLEDGED AS SECURITY TO CREDITORS

(i) 編號 No.	(ii) 債權人或申索人姓名/名稱 Name of creditor or claimant	(iii) 地址 Address	(iv) 欠債權人的款額 Amount owed to creditor	(v) 訂約承擔債項 的日期 Date when contracted	(vi) 現正被持有或派申索為抵押品或據實作為抵押品的資產詳情 Particulars of the asset being held or claimed or pledged as security	(vii) 作出抵押的日期 Date when security given	(viii) 第(vi)欄內資產的估值 Estimated value of the assets in column (vi)	(ix) 估計的基準 Basis of estimate	(x) 估計超額或減去 (iv) Estimated excess, i.e. (viii) less (iv)	(xi) 淨負債額 (x)-(viii) Net indebtedness i.e. (iv) less (viii)
個人方面的有抵押債權人 Personal secured creditors										
1.										
2.										
3.										
4.										
業務方面的有抵押債權人 Business secured creditors										
5.										
6.										
7.										
8.										
不列入自願安排資產的有抵押債權人 Secured creditors on assets to be excluded from the voluntary arrangement										
9.										
10.										
11.										
12.										
債權人的總款額，即第(vi)欄的總額 Total amount owed to creditors, i.e. total of column (iv)					抵押品的總值，即第(vii)欄的總額 Total value of security, i.e. total of column (viii)					
資產負債表說明書第1頁“資產”之下列出第(x)欄的總額 If the amount due to the fully-secured creditor (as stated in column (iv) above) is the same as the estimated value of security (as stated in column (viii) above), please specify a "Nil" amount in columns (x) and (xi). If any estimated surplus from security as reduced in column (x) above is further pledged to any other creditor as partial security, that surplus should be deducted from column (x) and shown in column (viii) for that other creditor instead. Such surplus should then be deducted from the relevant amount due to that other creditor before extending the amount to either column (x) or (xi), whichever is appropriate.										
資產負債表說明書第1頁“負債”之下列出第(xi)欄的總額 If the amount due to the fully-secured creditor (as stated in column (iv) above) is the same as the estimated value of security (as stated in column (viii) above), please specify a "Nil" amount in columns (x) and (xi). If any estimated surplus from security as reduced in column (x) above is further pledged to any other creditor as partial security, that surplus should be deducted from column (x) and shown in column (viii) for that other creditor instead. Such surplus should then be deducted from the relevant amount due to that other creditor before extending the amount to either column (x) or (xi), whichever is appropriate.										

(簽署)
(Signature)

期: 年 月 日
and this

如欠有十足抵押的債權人的款額(如上面第(vi)欄所述)與抵押品的估值(如上面第(vii)欄所述)相同，請在第(x)及(xi)欄內註明“無”。如將上面第(x)欄所反映的抵押品估計盈餘再質押予任何其他債權人作為部分債權的抵押，則該項盈餘應從第(x)欄減除。
而改單就該另一名債權人顯示於第(vi)欄。該項盈餘應從欠該另一名債權人的有關款額中扣除，然後將所得款額填報於第(x)或(xi)欄(視乎何者適用而定)。
If the amount due to the fully-secured creditor (as stated in column (iv) above) is the same as the estimated value of security (as stated in column (viii) above), please specify a "Nil" amount in columns (x) and (xi). If any estimated surplus from security as reduced in column (x) above is further pledged to any other creditor as partial security, that surplus should be deducted from column (x) and shown in column (viii) for that other creditor instead. Such surplus should then be deducted from the relevant amount due to that other creditor before extending the amount to either column (x) or (xi), whichever is appropriate.

D 表

LIST D

僱員及政府部門的申索及被拖欠的款額(如工資、差餉、稅款等)

CLAIMS AND AMOUNTS DUE TO EMPLOYEES AND GOVERNMENT DEPARTMENTS (e.g. Wages, Rates, Taxes, etc.)

(i) 編號 No.	(ii) 債權人或申索人姓名/名稱 Name of creditor or claimant	(iii) 地址 Address	(iv) 申索性質 Nature of claim	(v) 申索權產生的期間 Period during which claim accrued	(vi) 應付款的日期 Due date for payment	(vii) 申索款額 Amount of claim \$
I. 僱員及政府部門的申索及被拖欠的款額(個人方面) Personal claims and amounts due to employees and government departments						
1.						
2.						
3.						
4.						
5.						
6.						
7.						
II. 僱員及政府部門的申索及被拖欠的款額(業務方面) Business claims and amounts due to employees and government departments						
8						
9						
10.						
11.						
12.						
13.						
14.						
在資產負債狀況說明書第1頁“負債”之下列出第(vii)欄的總額 Totals (Show the total of column (vii) under "Liabilities" on page 1 of the Statement of Affairs)						

日期: 年 月 日
Dated this day of 19

(簽署)
(Signature)

E 表
LIST E

無抵押債權人及其他負債 (包括或有負債)
UNSECURED CREDITORS AND OTHER LIABILITIES (INCLUDING CONTINGENT LIABILITIES)

(i) 編號 No.	(ii) 債權人或申索人姓名 / 名稱 Name of creditor or claimant	(iii) 地址 Address	(iv) 款額 Amount \$	(v) 訂約承擔債項的日期 Date when contracted	(vi) 代價及負債性質 Consideration and the nature of liability
I. 個人方面的無抵押債權人及其他負債 Personal unsecured creditors and other liabilities					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
II. 業務方面的無抵押債權人及其他負債 Business unsecured creditors and other liabilities					
1.					
2.					
總額(在資產負債狀況說明書第1頁“負債”之下列出第(iv)欄的總額) Totals (Show the total of column (iv) under "Liabilities" on page 1 of the Statement of Affairs)			\$		

日期: 年 月 日
Dated this day of 19 (簽署)
(Signature)

註: (1) 如任何債權人亦欠你款項, 請在第(iii)欄指明欠該債權人的款額及該債權人欠下的款額。你欠該債權人的淨款額應在第(iv)欄填寫, 但如該“債權人”欠你的款額大於你欠該債權人的款額, 則請勿在本表內填寫任何款額, 而應使用B表填寫有關資料。
If any creditor is also indebted to you, please specify in column (iii) both the amount due to the creditor and the amount owed by the creditor. The net amount due by you to the creditor should be inserted in column (iv). If, however, the amount owed to you by the “creditor” is more than the amount that you owe the creditor, do not insert any amount in this list but use List B for the purpose.

(2) 在何債權人所持有的任何匯票及承付票的詳情, 應在該債權人姓名/名稱正下方填寫。
The particulars of any bills of exchange and promissory notes held by a creditor should be inserted immediately below the name of such creditor.

有聯繫人士債權人
ASSOCIATE CREDITORS

(1) 註：有聯繫人士包括你的配偶，你或你配偶的親屬，你或你配偶的親屬的配偶；與你組成合夥的合夥人，你合夥人的配偶或親屬；你的僱主或僱員(若你是一間公司的董事或高級人員，則當作受僱於該公司)；你的利益受託人或你的有聯繫人士的利益受託人；及受你控制或受你及你的有聯繫人士一起控制的公司。

Notes: Associate includes your spouse, spouse of your spouse; partners of your spouse; partners of your partner; spouse or relatives of your partner; your employer or employee (you are deemed to be employed by a company of which you are a director or an officer); trustee for your benefit or the benefit of your associate; and a company controlled by you or jointly controlled by you and your associate.

(2) 親屬包括你的兄弟、姊妹、伯父、叔父、舅父、舅母、姑丈、姨丈、姊丈、妹丈、伯伯、姑姑、姪女、甥女、姪男、甥男、父母、繼母、繼父、養父、養母及任何半血親關係須視為全血親關係，任何人的子女或領養子女則須視爲你的子女；及(b)非婚生子女須認爲其母親與其據稱的父親的婚生子女。
Relatives include your brother, sister, uncle, aunt, nephew, niece, paternal ancestor or maternal ancestor as a relationship of the whole blood and the step child or adopted child of any person as your child; and (b) an illegitimate child as the legitimate child of his mother and reputed father.

(3) 配偶須包括你的前配偶。
Spouse shall include your former spouse.

根據第49、50及71A條遞交的可能申索
POSSIBLE CLAIMS UNDER SECTIONS 49, 50 and 71A

(a) 第49條 — 以低於一般價值而訂立的交易

S.49 - Transactions at an undervalue

請提供你在本聲明書日期5年前的期間內採用以下方式與任何人訂立的任何交易的全部詳情：

Please provide full details of any transactions which you have entered into with any person in the following ways during their period five years prior to the date of this statement:

1. 向任何人作出饋贈，或以其他方式訂立交易而不收取任何代價；
made a gift to any person or otherwise received no consideration;
2. 以結婚為代價而訂立交易；或
entered into a transaction in consideration of marriage; or
3. 為一項代價而訂立交易，而該項代價的價值(以金錢或金錢等值衡量)明顯地低於你提供的代價的價值。
entered into a transaction for a consideration in money or money's worth which was significantly less in value than that provided by you.

如有的話，請在以下地方提供交易詳情：

If yes, provide details of the transaction(s) below:

- (i) 描述該交易所包括的資產
description of assets under the transaction
- (ii) 該資產的原值
cost of the assets
- (iii) 該資產轉讓時的估計價值及估計基準
estimated value of the assets at the time of transfer and the basis of the estimate
- (iv) 承讓人付出的代價總額及方法(如有的話)
amount of consideration paid by the transferee and how, if any
- (v) 承讓人姓名、地址及與你的關係
name, address and relationship with the transferee
- (vi) 轉讓時你是否有償付能力或因此而變得無力償債
whether you were solvent at the time of transfer or became insolvent as a result of it

交易性質 Nature of transaction		
1	2	3

(b) 第50條 — 不公平的優惠

S.50 - Unfair preferences

當你在本聲明書日期兩年前的任何時間無力償債，你有沒有作出任何事情或容受作出任何事情，而該等事情具有將你的債權人或你的債項或其他負債的保證人或擔保人置於比假若不作出該等事情便會出現的狀況較佳的效力？

When you were insolvent, at any time within 2 years prior to the date of this statement, have you done anything or suffered anything to be done which had the effect of putting one of your creditors or a surety or a guarantor of your debts or liabilities into a position which, in the event of your bankruptcy, would be better than if that thing had not been done?

有 Yes ☐ 沒有 No ☐

如有的話，請提供詳情：

If yes, provide details below:

(c) 第71A條 — 敲詐性的信貸交易

S.71A - Extortionate credit transactions

你有沒有獲得任何屬敲詐性的信貸，而該信貸在顧及提供信貸的人所接受的風險後，有條款規定須支付嚴重過高的款項(不論是有條件地或無條件地支付)；或在其他方面嚴重違反公平交易的一般原則？

Have you obtained any credit which is extortionate if having regard to the risk accepted by the provider of the credit, the term requires grossly exorbitant payments to be made (whether conditionally or not); or it grossly contravenes the ordinary principles of fair dealing?

有 Yes ☐ 沒有 No ☐

如有的話，請提供詳情：

If yes, provide details below:

如以上(a)至(c)項所獲分配的空位不足夠，請隨附額外的附表並填寫以下(d)項，以提供所需資料。

If the space allotted to items (a) to (c) above is not adequate, please provide the requisite information by attaching additional schedule(s) and completing item (d) below.

(d) *隨附額外的附表 _____ 份/並無額外的附表隨附*。

(指明數目)

(d) * _____ additional schedule(s) are attached/No additional schedule(s) are attached.*

日期： 年 月 日
Dated this day of 19

(簽署)
(Signature)

(*刪去不適用的字句)
(*delete the inapplicable words)

H表
LIST H
近期及預期的收入說明書
STATEMENT OF RECENT AND EXPECTED INCOME

在以下的表內列入過去12個月你的總收入，以及以後12個月你的估計總收入。

Include in the table below details of your gross income in the past 12 months and your estimated gross income for the next 12 months.

總收入即為你的收入在作出任何扣除（包括稅項）之前的款額。

確保你將所有收入詳情列入，因任何遺漏的詳情可能會影響你獲得債權人批准你按自願安排所提建議的能力。

Gross income is the amount of your income before any deductions, including tax, are made.

Ensure that you include all income details as any details left out may affect your ability to obtain the creditors' approval of your proposal under the voluntary arrangement.

收入來源 Source of Income	最近12個月的收入 Income last 12 months	以後12個月的估計收入 Estimated income next 12 months
在扣除稅項之前的總工資及薪金（包括超時及處罰工資） Gross Wages and Salary before income tax is deducted (including overtime & penalty rates)		
•	\$	\$
•	\$	\$
（如屬自僱）從業務提取的款項 Drawings from Business if self-employed	\$	\$
政府退休金、利益及津貼（指明類別） Government Pensions, Benefits & Allowances (Specify type)		
•	\$	\$
•	\$	\$
•	\$	\$
退休或認可存款、公積金方面的付款（指明類別） Payments from Retirement or Approved Deposit, Provident Funds (Specify type)		
•	\$	\$
•	\$	\$
僱用終止時的整筆付款 Lump Sum payment on termination of employment	\$	\$
來自死者的遺產或信託的收入 Income from deceased estate or trust	\$	\$
來自投資的收入（指明類別） Income from Investments (Specify type)		
• 利息Interest	\$	\$
• 派息Dividends	\$	\$
• 保險單Insurance policies	\$	\$
•	\$	\$
•	\$	\$
來自非以上所述的任何其他津貼、利益或來源所得的款項 （指明來源及類別） Money from any other allowances, benefits or sources not mentioned above (Specify source & type)		
•	\$	\$
•	\$	\$
•	\$	\$
總額 TOTAL	\$	\$

日期: 年 月 日
Dated this day of 19 .

(簽署)
(Signature)

INCOME AND EXPENDITURE ACCOUNT - Name of debtor

Income	Amount (HK\$)	Expenditure	Amount (HK\$)
Salary		Mortgage payments or rent on your home	
Other income:-		Housekeeping (including food and cleaning)	
		Gas, electricity	
		Water	
		Telephone charges	
		Travelling (to and from work and other essential journeys)	
		Clothing	
		Maintenance payments	
		Provision for tax	
		Other essential payments:	
Total income		Total expenditure	
Deficit		Surplus for contribution	

進行破產 程序及個人自願安排的比較 -

COMPARISON BETWEEN BANKRUPTCY AND INDIVIDUAL VOLUNTARY ARRANGEMENT (IVA) -

	港幣\$ HK\$	根據進行 破產程序 UNDER BANKRUPTCY 港幣\$ HK\$	根據個人 自願安排 UNDER IVA 港幣\$ HK\$
銀行現金 Cash at bank		\$	\$
手頭現金 Cash in hand		\$	\$
由律師行或任何其他人士持有的現金存款 Cash deposit held by solicitors or any other person		\$	\$
土地及建築物 Land and buildings		\$	\$
存貨 Stock in trade		\$	\$
設備及機器 Plant and machinery		\$	\$
人壽保單 Life assurance policies		\$	\$
股額及股份等的投資 Investment in stocks and shares, etc.		\$	\$
任何死者的遺產欠你的款額 Amount due from the estate of a deceased person		\$	\$
應收債項 Debts receivable		\$	\$
質押予有十足抵押的債權人作為抵押品的資產的超額價值 Excess value of assets pledged as security to creditors fully secured		\$	\$
第三方提供的特惠款項 Ex-gratia payment from third party		\$	\$
自願還款 Voluntary contributions		\$	\$
*接管人/受託人移交的資產 Assets handover from *Receiver/Trustee		\$	\$
估計資產總值 ESTIMATED TOTAL VALUE OF ASSETS			
減: LESS:			
破產管理署署長的費用及訟費 Official Receiver's fees and costs			\$
破產管理署署長暨受託人的開支及銷費 Official Receiver & Trustee's expenses and disbursements			\$
呈請人經評定的費用 Petitioner's taxed costs			\$
代名人的費用 Nominee's fees	\$		
代名人的訟費、開支及銷費 Nominee's costs, expenses and disbursements	\$		
預留備用款項 Provision for contingencies			
估計可給予債權人的餘額 ESTIMATED BALANCE AVAILABLE TO CREDITORS			
		\$	\$

估計向債權人分派債款的百分比

ESTIMATED PERCENTAGE OF DIVIDEND TO CREDITORS IN TOTAL OF

IN THE HIGH COURT OF THE

HONG KONG SPECIAL ADMINISTRATIVE REGION

COURT OF FIRST INSTANCE

BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
 *(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

Rules 122D
and 122E
Bkcy. Rules

NOTICE TO INTENDED NOMINEE

To: Official Receiver of 10th Floor, Queensway Government Offices, 66 Queensway, Hong Kong.

Pursuant to rule 122D of the Bankruptcy Rules (Cap. 6 sub. leg.) I hereby give you notice of my proposal for a voluntary arrangement pursuant to sections 20 and 20A of the Bankruptcy Ordinance (*Chapter 6*).

There is delivered herewith a copy of the proposal.

Dated : _____

Signed : _____

I, the Official Receiver of 10th Floor, Queensway Government Offices, 66 Queensway, Hong Kong do hereby confirm pursuant to rules 122D and 122E of the Bankruptcy Rules (Cap. 6 sub. leg.) that -

- (1) on _____ day of _____, 199__ I did receive a copy of the above notice; and
- (2) I agree to act as a nominee.

Dated : _____

Signed : _____

()
p.p. Official Receiver
Intended Nominee

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of *(name of the debtor)*, Debtor

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

S. 20A
Bkcy. Ord.
Rule 122E
Bkcy. Rules

AFFIDAVIT IN SUPPORT OF APPLICATION FOR INTERIM ORDER

I, _____, the above-named debtor MAKE OATH and say as follows - *(for the requirements of the affidavit generally. See rule 122E of the Bankruptcy Rules (Cap. 6 sub. leg.)).*

1. I make this affidavit in support of my application for an interim order under sections 20 and 20A of the Bankruptcy Ordinance (*Chapter 6*) and pursuant to rule 122E of the Bankruptcy Rules (Cap. 6 sub. leg.).

2. There is exhibited hereto and marked "1" a copy of my proposal.

3. There is exhibited hereto and marked "2" a copy of the notice to my intended nominee under rule 122D of the Bankruptcy Rules (Cap. 6 sub. leg.) endorsed to the effect that he agrees so to act.

4. The reasons for making the application are set out in my said proposal.

5. No execution or other legal process has been commenced against me. *(if this process has been commenced, full particulars must be given)*

No execution or other legal process has been commenced against me.

**A bankruptcy order was made against me on (date) by the High Court of Hong Kong Special Administrative Region under Bankruptcy No. () of _____.*

**A bankruptcy petition was presented against me by (name of the petitioner) on (date) and will be heard on (date).*

**Judgment was entered against me for (amount) on (date) by (name of the creditor) in (Court Action No.).*

**A writ was issued against me on (date) by (name of the creditor) claiming (amount) in (Court Action No.).*

6. I am able to petition for my own bankruptcy.

7. No previous application for an interim order has been made by me or in respect of me in the period of 12 months ending with the date of this affidavit.

8. (insert the name and address of the proposed nominee within the meaning of section 2 of the Bankruptcy Ordinance (Chapter 6)) of _____ is
a person who is experienced in insolvency matters and is willing to act in relation to the proposal.

Sworn at _____)
_____)
_____)
this day of 19)
_____)

Before me,

Commissioner of Oaths.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

AFFIDAVIT IN SUPPORT OF APPLICATION FOR INTERIM
ORDER

Filed this day of , 19 .

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

S. 20A,
Bkcy. Ord.,
Rule 122E
Bkcy. Rules

APPLICATION FOR INTERIM ORDER

Let *(insert name and address of person to attend hearing)*

attend before as follows -

Date _____

Time _____ hours

Place _____

on the hearing of an application by *(insert name of debtor)*

the applicant for an interim order pursuant to sections 20 and 20A of the Bankruptcy Ordinance (*Chapter 6*) on the grounds that he intends to make a proposal to his creditors for a voluntary arrangement within the meaning of section 2 of the Ordinance.

AND TAKE NOTICE that the applicant seeks an order pursuant to section 20 of the Ordinance that, whilst any interim order is pending, all actions, executions or other legal process against the property or person of the applicant be stayed.

AND FURTHER TAKE NOTICE that in support of this application there will be read the affidavit [affirmation] of the applicant sworn [affirmed] on

Dated this day of , 19 .

Ref: _____

Signed _____

Solicitors for the applicant

To the court and *(see rule 122E(4) of the Bankruptcy Rules)*

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

APPLICATION FOR INTERIM ORDER

Filed this day of , 19 .

Ref: IVA10/ / - /IVA

Tel: 2867

Fax: 2104 7151

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. HCBI OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of _____, the Debtor

S. 20A,
Bkey. (Amendment) Ord. 1996
Rule 122E
Bkey. (Amendment) Rules 1998

**APPLICATION FOR INTERIM ORDER
- ONE-STAGE PROCEDURE**

Let the Official Receiver of 10th Floor, Queensway Government Offices, 66 Queensway, Hong Kong and the Debtor acting in person

attend before _____ as follows -

Date:

Time:

Place:

on the hearing of an application by _____ ("the Debtor")

the applicant for an interim order pursuant to sections 20 and 20A of the Bankruptcy Ordinance (Chapter 6) on the grounds that he intends to make a proposal to his creditors for a voluntary arrangement within the meaning of section 2 of the Ordinance.

TAKE NOTICE that in support of this application there will be read the affirmation of the Debtor affirmed on _____ 1998, the Nominee's report on the Debtor's proposal filed on - October 1998, the Nominee's Comments on the Debtor's proposal filed on _____ October 1998, the proposal for a voluntary arrangement filed on _____ October 1998 and the Statement of Affairs filed on _____ October 1998.

AND TAKE NOTICE that the Debtor seeks an order pursuant to section 20 of the Ordinance that during a period of 14 days beginning with the day after the date of the interim order and during the extended period of _____ days thereafter up to and including _____ January 1998 for which the interim order has effect-

- (i) no bankruptcy petition relating to the Debtor may be presented or proceeded with; and
- (ii) no other proceedings and no execution or other legal process may be commenced or continued against the Debtor or his property except with the leave of the court.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. HCBI OF 1998

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of , the Debtor

APPLICATION FOR INTERIM ORDER
- ONE-STAGE PROCEDURE

Filed this day of , 1998.

In Person (Name of debtor)

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

Official Receiver's Office,
10th Floor, Queensway Government Offices,
66 Queensway,
Hong Kong

Clerk to _____
for your approval, please.

(Draft)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

(_____)
Name of Applicant

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

BEFORE *MASTER/JUDGE _____ OF *THE COURT OF FIRST INSTANCE/
HIGH COURT IN CHAMBERS

S. 20B
Bkcy. Ord.

ORDER GRANTING STAY PENDING HEARING OF
APPLICATION FOR INTERIM ORDER

Upon the application of *(insert full name and address of applicant)*

And upon hearing

And upon reading the evidence

It is ordered that *(insert details of any action, execution or other legal process to be stayed)* be stayed over the hearing of the application for an interim order pursuant to section 20 of the Bankruptcy Ordinance (*Chapter 6*), namely the _____ day of 19 _____ or over any adjournment thereof.

Dated this _____ day of _____, 19 _____.

Registrar.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

ORDER GRANTING STAY PENDING HEARING OF
APPLICATION FOR INTERIM ORDER

Filed this day of , 19 .

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

(Draft)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

Clerk to _____
for your approval, please.

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

(_____)
Name of Applicant

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the debtor), Debtor

BEFORE *MASTER/JUDGE _____ OF *THE COURT OF FIRST INSTANCE/
HIGH COURT IN CHAMBERS

Rule 122F
Bkcy. Rules

INTERIM ORDER OF COURT UNDER SECTION 20 OF THE
BANKRUPTCY ORDINANCE (CHAPTER 6)

Upon the application of (insert full name and address of applicant)

And upon hearing

And upon reading the evidence

*And upon the application of _____, the nominee, for an extension of the period for which
the interim order shall have effect pursuant to section 20D(4) of the Bankruptcy Ordinance (Chapter 6)

It is ordered that during the period of (14 days unless an extension is granted on the application of the
nominee) days beginning with the day after the date of this order and during any extended period for which this
interim order has effect -

- (i) no bankruptcy petition relating to the above-named (insert debtor's name) (the debtor) may be
presented or proceeded with; and
- (ii) no other proceedings, and no execution or other legal process, may be commenced or continued
against the debtor or his property except with the leave of the court.

And it is ordered that the report of the nominee be submitted and delivered by him to the court not later
than (date to be 2 business days before the day on which the report is to be considered)

And it is ordered that (insert details of any orders made under section 20C(3) and (4) of the Bankruptcy
Ordinance (Chapter 6))

And it is ordered that

*And it is ordered that the applicant forthwith serve a copy of this order on the Official Receiver. (delete
if debtor is not a bankrupt or if he is a bankrupt but the applicant is the Official Receiver)

Date _____

Time _____ hours

Place _____

to be appointed for consideration of the nominee's report.

Dated this _____ day of _____, 19 .

Registrar.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

INTERIM ORDER OF COURT UNDER SECTION 20 OF THE
BANKRUPTCY ORDINANCE (CHAPTER 6)

Filed this day of , 19 .

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

(Draft)
IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. HCBI _____ OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the debtor), the Debtor

BEFORE THE HONOURABLE MRS. JUSTICE YUEN IN CHAMBERS

Rule 122F,
Bkcy. Rules

INTERIM ORDER UNDER SECTION 20 OF THE BANKRUPTCY
ORDINANCE (CHAPTER 6) - ONE-STAGE PROCEDURE

Upon the application of the Debtor (name of debtor) by an application for interim order dated (date of application)

And upon hearing the Official Receiver and the Debtor acting in person

And upon reading the Affirmation of (name of the debtor) filed herein on (date of affirmation), the Nominee's Report on the Debtor's proposal filed on (date of filing), the Nominee's Comments on the Debtor's proposal filed on (date of filing), the proposal for a voluntary arrangement filed on (date of filing) and the Statement of Affairs

It is ordered that during the period of 14 days beginning with the day after the date of this order and during any extended period for which this interim order has effect -

- (i) no bankruptcy petition relating to the above-named (name of debtor) may be presented or proceeded with; and
- (ii) no other proceedings and no execution or other legal process may be commenced or continued against the applicant or his property except with the leave of the court.

AND the Court having this day considered the report of the nominee submitted pursuant to section 20D of the Bankruptcy Ordinance (Chapter 6) and filed on (date of filing)

IT IS ORDERED THAT the period for which the interim order hereby made has effect be extended to (date requested) to enable a meeting of the Debtor's creditors to be summoned to consider the Debtor's proposals such meeting as proposed by the nominee be held on :

Date :

Time : 10:30 a.m.

Place : Conference Room of the Official Receiver's Office, 10th Floor, Queensway Government Offices,
66, Queensway, Hong Kong

Dated this _____ day of _____, 19

Registrar.

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. HCBI OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the debtor), Debtor

**INTERIM ORDER UNDER SECTION 20 OF THE BANKRUPTCY
ORDINANCE (CHAPTER 6) - ONE-STAGE PROCEDURE**

Filed this day of , 19 .

Ref: IVA10/ - /

Tel: 2867

Fax: 2536 9963

Clerk to _____
for your approval, please.

(Draft)
IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

(_____)
Name of Applicant

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

BEFORE *MASTER/JUDGE _____ OF *THE COURT OF FIRST INSTANCE/
HIGH COURT IN CHAMBERS

Rule 122F(4)
Bkcy. Rules

ORDER EXTENDING EFFECT OF INTERIM ORDER

Upon the application of *(insert full name and address of applicant)*

And upon hearing

And upon reading the evidence

And the court having this day considered the report of the nominee submitted pursuant to section 20D of the Bankruptcy Ordinance (*Chapter 6*) and filed on *(insert date of filing)*.

It is ordered that the period for which the interim order made on *(insert date)* has effect be extended to *(insert date)* to enable a meeting of the debtor's creditors to be summoned to consider the debtor's proposals, such meeting as proposed by the nominee to be held on -

Date *(date to be not less than 14 days from the date of filing of report under rule 122J of the Bankruptcy Rules nor more than 28 days from date of consideration of report under rule 122L)*

Time _____ hours

Place _____

And it is ordered that this application be adjourned to -

Date _____

Time _____ hours

Place _____

for consideration of the report of the chairman of the creditors' meeting.

Dated this _____ day of _____, 19 ____.

Registrar.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

ORDER EXTENDING EFFECT OF INTERIM ORDER

Filed this day of , 19 .

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

Clerk to _____
for your approval, please.

(Draft)
IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

(_____)
Name of Applicant

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

BEFORE *MASTER/JUDGE _____ OF *THE COURT OF FIRST INSTANCE/
HIGH COURT IN CHAMBERS

Rule 122F,
Bkcy. Rules

INTERIM ORDER UNDER SECTION 20 OF THE BANKRUPTCY
ORDINANCE (CHAPTER 6) - ONE-STAGE PROCEDURE

Upon the application of *(insert full name and address of applicant)*

And upon hearing of

And upon reading the evidence and the Court having this day considered the report of the nominee submitted pursuant to section 20D of the Bankruptcy Ordinance (*Chapter 6*) and filed on

It is ordered that during the period of _____ days beginning with the day after the date of this order and during any extended period for which this interim order has effect -

(b) *(to be deleted in a Case 2 application)*

(i) no [further] bankruptcy petition relating to the above-named _____ may be presented or proceeded with; and

(ii) no other proceedings and no execution or other legal process may be commenced or continued against the applicant or his property except with the leave of the court.

AND IT IS FURTHER ORDERED that a meeting of the applicant's creditors be summoned to consider the applicant's proposals, such meeting as proposed by the nominee to be held on -

Date _____
Time _____ hours
Place _____

Dated this _____ day of _____, 19 .

Registrar.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION

COURT OF FIRST INSTANCE

BANKRUPTCY PROCEEDINGS

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

INTERIM ORDER UNDER SECTION 20 OF THE BANKRUPTCY
ORDINANCE (CHAPTER 6) - ONE-STAGE PROCEDURE

Filed this day of , 19 .

Ref: IVA10/ / - /IVA

Tel: 2867

Fax: 2104 7151

Clerk to _____
for your approval, please.

(Draft)

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

(_____)
Name of Applicant

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

BEFORE *MASTER/JUDGE _____ OF *THE COURT OF FIRST INSTANCE/
HIGH COURT IN CHAMBERS

ss. 20G, 20H
& 20I
Bkcy. Ord.

ALTERNATIVE ORDERS TO BE MADE AT HEARING TO
CONSIDER CHAIRMAN'S REPORT

Upon the application of *(insert full name and address of applicant)*

And upon hearing

*[And upon reading the report of the chairman of the creditors' meeting that the said meeting had *[approved the proposed voluntary arrangement with or without modifications] *[declined to approve the debtor's proposal with or without modifications.]]

*[It is ordered that this application be [adjourned generally with liberty to restore] [adjourned to the _____ day of _____, 19 _____ to enable an application to be made to extend the time for filing the report of the chairman of the creditors' meeting.]]

*[And it is ordered that the time for filing the said report be extended to this day.]

And whereas -

- (i) on the _____ day of _____, 19 _____ a bankruptcy petition No. _____ of 19 _____ was filed by _____ against the above-named _____ (the debtor); and
- (ii) by virtue of section 20H(3) of the Bankruptcy Ordinance (*Chapter 6*) the said petition is deemed, unless the court otherwise orders, to have been dismissed.

The court makes no further order save that -

- (i) the registration of the petition as a pending action at the Land Registry on under Reference No. PA may be vacated upon the application of the debtor under the Land Registration Ordinance (*Chapter 128*);

- (ii) *(insert any other orders made in respect of the petition)*

Dated this day of , 19 .

NOTICE TO DEBTOR - (Where voluntary arrangement approved and there is a pending petition which is deemed to be dismissed).

It is your responsibility and in your interest to ensure that the registration of the petition at the Land Registry is cancelled.

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of *(name of the debtor)*, Debtor

ALTERNATIVE ORDERS TO BE MADE AT HEARING TO
CONSIDER CHAIRMAN'S REPORT

Filed this day of , 19 .

Ref: IVA10/ / - /IVA
Tel: 2867
Fax: 2104 7151

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS

NO. OF

NOTICE is hereby given that the Creditors' Meeting summoned by interim order made on _____ to consider the proposal for a voluntary arrangement of the above-named debtor will be held at the Official Receiver's Office, 10th Floor, Queensway Government Offices, 66 Queensway, Hong Kong on _____ (_____) at _____ a.m./p.m.

Dated this day of 19 .

IVA-29 (Revised on 28.9.98)

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of _____, the Debtor

(Under Interim Order dated the day of , 19 .)

NOTICE IS HEREBY GIVEN that a meeting of creditors of the abovenamed debtor to consider his/*her proposal for a voluntary arrangement will be held at the Conference Room of the Official Receiver's Office, 10th Floor, Queensway Government Offices, 66 Queensway, Hong Kong on the at o'clock in the forenoon/*afternoon.

A copy of (i) the Debtor's proposal, (ii) the statement of affairs/*a summary of the statement of affairs, (iii) the nominee's comments on the proposal, (iv) a form of proxy and (v) a notice of claim form are enclosed.

Pursuant to Rule 122R(3) of the Bankruptcy Rules, creditors may submit written notice of their claims at the meeting or before it but you are advised to lodge with me your completed claim form and in case you are unable to attend and wish to appoint a proxy, your completed proxy form as well, if possible no less than one day before the time appointed for the meeting.

Great care should be taken to fill up the forms of claim and proxy correctly, since failure to do so may cause you considerable inconvenience and even adversely affect your rights. Before filling up any form you should read carefully the notes, directions and instructions on the form. You are strongly recommended to lodge the forms with me as soon as possible so that there will be time for correction if they are wrongly completed.

Dated this day of , 19 .

A.R. Hearder
Official Receiver & Nominee
10th Floor, Queensway Government Offices,
66 Queensway, Hong Kong.

Note : Please refer to important notes on the next page.

Enquiry telephone No. : (Mr/Miss/Mrs)

IMPORTANT NOTES:

1. An interim order has the effect that, during the period for which it is in force -
 - (a) no bankruptcy petition relating to the debtor may be presented or proceeded with; and
 - (b) no other proceedings, no execution or other legal process and no distress, may be commenced or continued against the debtor or his property except with the leave of the court.
2. If the meeting approves the proposed voluntary arrangement (with or without modifications), it will bind every creditor who had notice of and was entitled to vote at the meeting (whether or not he was present or represented at it) as if he were a party to the arrangement.
3. Subject as follows, at the creditors' meeting for any resolution to pass approving any proposal or modification there must be a majority in excess of three-quarters in value of the creditors present in person or by proxy and voting on the resolution.
4. In the following cases there is to be left out of account a creditor's vote in respect of any claim or part of a claim -
 - (a) where written notice of the claim was not given, either at the meeting or before it, to the chairman or the nominee;
 - (b) where the claim or part thereof is secured;
 - (c) where the claim is in respect of a debt wholly or partly on, or secured by, a current bill of exchange or promissory note, unless the creditor is willing -
 - (i) to treat the liability to him on the bill or note of every person who is liable on it antecedently to the debtor, and against whom a bankruptcy order has not been made (or, in the case of a company, which has not gone into liquidation), as a security in his hands; and
 - (ii) to estimate the value of the security and (for the purpose of entitlement to vote, but not of any distribution under the arrangement) to deduct it from his claim.
5. Any resolution is invalid if those voting against it include more than half in value of the creditors, counting in these latter only those -
 - (a) to whom notice of the meeting was sent;
 - (b) whose votes are not to be left out of account under paragraph 4 above; and
 - (c) who are not, to the best of the chairman's belief, associates of the debtor.

香港特別行政區
原訟法庭
IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

申索表格 - 個人自願安排
[規則第122R(3)(a)條]
Claim Form-Individual
Voluntary Arrangement
[rule 122R(3)(a)]

關於：破產條例(香港法例第6章)
IN THE MATTER OF THE BANKRUPTCY ORDINANCE (CHAPTER 6)

及
and

關於
In the Matter of

(債務人)
(A DEBTOR)

根據高院臨時命令申請案 年第 宗
Under Interim Order Application No. of 19

1	債權人姓名/名稱 Name of creditor	
2	債權人地址及電話 Address and telephone no. of creditor	
3	申索總額，包括任何在會議的日期尚未支付且未轉作本金的利息 Total amount of claim, including any outstanding uncapitalised interest as at the date of the meeting	(申索的分析可另紙述明，但該等散頁必須由債權人或獲授權代其行事者簽署) (Analysis of claim can be supplied on separate sheet signed by creditor or person authorized to act on his behalf) \$ _____ 元
4	任何可供參閱以證實債權的文件之詳情 (註：須呈交文件證據的正本或副本。匯票或其他可流轉的抵押品必須先予出示，否則申索表格將不獲接納。 代名人可酌情要求提供任何可用以證實有關申索的文件或證據。) Details of any documents by reference to which the debt can be substantiated [Note: Either the originals or copies of documentary evidence should be submitted. Bills of exchange or other negotiable securities must be produced before the claim can be admitted. The Nominee may call for any document or evidence to substantiate the claim at his discretion.]	
5	如上述總額包括尚未支付且未轉作本金的利息，請述明款額 If total amount above includes outstanding uncapitalised interest please state amount	
6	詳述債項是何時及如何招致的 Particulars of how and when debt incurred	
7	所持抵押品的詳情與價值，及作出該項抵押的日期 Particulars of any security held, the value of the security, and the date it was given	
8	債權人或獲授權代其行事者的簽署 Signature of creditor or person authorized to act on his behalf 姓名/名稱 _____ Name in BLOCK LETTER _____ 在債權人機構所持職位或與債權人的關係 Position with or relation to creditor _____	

香港身份證號碼
HKIC No. _____

註：本申索表格必須填寫妥當，並須在債權人的會議上或會議舉行之前向破產管理署署長遞交，否則不得就該會議上進行的表決而獲接納。本署奉勸債權人在召開該會議的通知書內所指明的時間前1日把填妥的申索表格交回。

Note: This claim form cannot be admitted for voting purpose at the creditors' meeting unless it is properly completed and lodged with the Official Receiver either at the meeting or before it. You are advised to complete and return this claim form by no less than one day before the time specified in the notice convening the meeting.

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

Form 169 [ss.20E & 20F; rule 122N]

PROXY (INDIVIDUAL VOLUNTARY ARRANGEMENT)

*Delete title not applicable

*IN BANKRUPTCY

*Insert the name of the debtor

IN THE MATTER OF

or

(A DEBTOR)

and

IN THE MATTER OF THE BANKRUPTCY ORDINANCE (CHAPTER 6)

Notes to help completion of the
form

Please give full name and
address for communication

Name of creditor _____

Address _____

Please insert name of person
(who must be 18 or over) or the
'chairman of the meeting'.

Name of proxy-holder _____

I appoint the above person to be my/the creditor's proxy-holder at the meeting
of creditors to be held on _____ or at any adjournment of that meeting. The
proxy-holder is to propose or vote as instructed below [and in respect of any
resolution for which no specific instruction is given, may vote or abstain at his/her
discretion]

Voting instructions for resolutions

1. For the acceptance/rejection of the proposed voluntary arrangement [with
the following modifications -]

Any other resolutions which
the proxy-holder is to propose
or vote in favour of or against
should be set out in numbered
paragraphs in the space
provided below paragraph
1. If more room is requested
please use the other side of this
form.

The form must be signed.

Signature _____ Date _____

Name in BLOCK LETTERS _____ Tel. No. _____

Only to be completed if the
creditor has not signed in
person

Position with creditor or relationship with creditor or other authority for signature

INTERIM ORDER NO. OF 19
*(IN BANKRUPTCY PROCEEDINGS NO. OF 19)

IN THE MATTER of (name of the debtor), the Debtor

IVA-43-1

**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
BANKRUPTCY PROCEEDINGS**

INTERIM ORDER APPLICATION NO. OF 19

IN THE MATTER of the Bankruptcy Ordinance (Cap. 6)

and

IN THE MATTER of (name of the debtor), the Debtor

Notice is hereby given that the proposal for a voluntary arrangement submitted by (name of the debtor) was rejected by the creditors at the meeting of creditors held on (date of meeting of creditors rejecting the proposal of the voluntary arrangement).

Further enquiry regarding the proposed voluntary arrangement may be made at the office of the Official Receiver, 10th Floor, Queensway Government Offices, 66, Queensway, Hong Kong or by telephoning Mr./Ms. (name of IO(IVA) at 2867 xxxx.

Dated this day of 19 .

()
p.p. Official Receiver & Nominee

IN REPLY PLEASE QUOTE THIS REF. : IVA / - /IVA

FORM 10C

BANKRUPTCY PETITION FOR DEFAULT IN CONNECTION
WITH VOLUNTARY ARRANGEMENT

(Title.)

(a) Insert full name(s)
and address(es) of
petitioner(s).

I/We, (a) _____

(b) Insert full name, place
of residence, occupation (if
any), Hong Kong Identity
Card No. (if any) or
number and issuing country
of any passport of debtor (if
known).

petition the court that a bankruptcy order may be made against (b) _____

(c) Insert in full any other
name(s) by which the
debtor is or has been
known.

[also known as (c) _____]

(d) Insert trading name
(adding "with another or
others", if this is so),
business address and nature
of business.

[and carrying on business as (d) _____]

(e) Insert any other
address or addresses at
which the debtor has
resided at or after the time
the petition debt was
incurred.

[and lately residing at (e) _____]

(f) Give the same details
as specified in note (d)
above for any other
businesses which have been
carried on at or after the
time the petition debt was
incurred.

[and lately carrying on business as (f) _____]

and say —

1. That the debtor has within 3 years immediately preceding the presentation of this
petition (g) [resided at] [carried on business at] _____

(g) Delete as applicable.

within Hong Kong.

(h) Insert date the debtor
entered into voluntary
arrangement.

2. On (h) _____ a voluntary arrangement proposed by the
debtor was approved by his creditors and I am (g) [a person who is for the time being bound
by the said voluntary arrangement and (i) _____ is the
nominee] [(i) _____ the nominee of the said voluntary arrangement].

(i) Insert name of
nominee.

(j) Give details of the default in connection with the voluntary arrangement, being the grounds under section 20L of the Bankruptcy Ordinance (Chapter 6) upon which the bankruptcy order is sought.

3. (j)

Dated this day of , 19 .

Signature of witness. _____

ENDORSEMENT

This petition having been presented to the court on _____, it is ordered that the petition shall be heard as follows —

Date _____

Time _____ hours

Place _____

Registrar.