

載有下述物業招標條款之招標公告

**TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF THE
PROPERTY BELOW**

香港九龍嘉林邊道 2 號嘉琳的下列指明住宅物業（但物業已出售或若在招標截止時限之前物業已暫停出售則除外）:-

The following specified residential property of 2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong (unless the property is sold or the property is suspended for sale before the closing deadline of the tender):-

A 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit A (including the balconies, yard, stairhood and roof held therewith)

發出人: 明帝有限公司（「賣方」）

From : King Rays Limited (“Vendor”)

致：投標人

To: Tenderers

- (1) 投標人作出要約購買的上述指明住宅物業於下文稱為（或如多於一個物業統稱為）「該物業」。

The above specified residential property(ies) for which a tenderer makes an offer to purchase will be referred (collectively if more than one property) to as the “**Property**”.

- (2) 如欲作出要約購買該物業，閣下須:-

To make an offer to purchase the Property, you shall:-

- (a) 填妥及簽署本文件下文要約部份（「**要約部份**」）一式三份（不得修改本文件）；
complete and sign the Offer Section of this document below (“**Offer Section**”) **in triplicate** (without any amendment to this document);
- (b) 填妥及簽立一式三份的該物業之臨時買賣合約（「**臨時買賣合約**」）（其格式附夾於本文件，不得作出修改），並必須按其註之指示，寫明該物業的投標價（即其中定義的售價）及臨時訂金數目；
complete and execute **in triplicate** the preliminary agreement for sale and purchase of the Property (“**PASP**”) (in the enclosed form, no amendment is allowed) **with the tendered purchase price (being the Purchase Price therein defined) and the amount of preliminary deposit inserted, all in accordance with the notes therein;**

- (c) 填妥及簽署一式三份的下列文件（其格式附夾於本文件，不得修改）：
complete and sign **in triplicate** the enclosed form(s) of the following without any amendment:
- (i) 對買方的警告
Warning to Purchasers
 - (ii) 賣方資料表格
Vendor's Information Form
 - (iii) 物業參觀確認函
Acknowledgement Letter for Viewing of Properties
 - (iv) 物業狀況確認函
Acknowledgement Letter regarding Physical State of Property
 - (v) 確認函（有關消防裝置）
Acknowledgement Letter (regarding Fire Services Installations)
 - (vi) 九龍仔業主會普通會籍被提名權確認函 Acknowledgement Letter regarding the Nomination Right for Associate Membership of Kowloon Tsai Home Owners Association
 - (vii) 附函（有關先住後付優惠）
Side Letter (regarding Early Move-in Benefit)

請勿於臨時買賣合約或於上述(c)(iv)至(c)(vii)段中所述的文件上(如適用)填寫簽署日期或「臨時買賣合約日期」。

Please do not date the PASP, or date or insert the “Date of Preliminary Agreement for Sale and Purchase” in the documents stated in paragraphs (c)(iv) to (c)(vii) (if applicable) above.

至於上述「對買方的警告」、「賣方資料表格」及「物業參觀確認函」，請於簽署時填寫簽署日期。

For the said “Warning to Purchasers”, “Vendor’s Information Form” and “Acknowledgement Letter for Viewing of Properties”, please insert the date on which you sign the same.

如投標人屬根據香港法律註冊成立的有限公司，而上述文件必須由投標人的至少一位董事簽署。於簽定該物業的正式買賣合約（「正式合約」）前，投標人的董事及/或股東不可作出轉變。

If a tenderer is a limited company incorporated under the laws of Hong Kong and the documents above MUST BE signed by at least 1 director of the tenderer. There shall not be any change in director(s) and/or shareholder(s) of the tenderer before the signing of the formal agreement for sale and purchase of the Property (“ASP”).

- (3) 閣下須於有關該物業的銷售安排資料所列之招標期及時間把下述各項連同本文件（要約部份須如上所述填妥及簽署），一併以註明「嘉琳投標 - 銷售安排(第 1 號)」的密封信封投入香港北角渣華道 191 號嘉華國際中心 18 樓（「收標處」）註明「嘉琳銷售安排(第 1 號)」的收標箱內。**請注意：賣方有全權透過修改上述的銷售安排資料不時更改招標截止日期及/或時間。**

You shall submit to the Vendor the following items, together with this document (with its Offer Section completed and signed by you as aforesaid), in a sealed envelope marked “**2 Grampian Road Tender – Sales Arrangements (No.1)**” by inserting the same into the tender box marked “**2 Grampian Road – Sales Arrangements (No.1)**” located at 18th Floor, K. Wah Centre, 191 Java Road, North Point, Hong Kong (“**Place of Tender Submission**”) during the tender period and time of the tender as stated in the Information on Sales Arrangements relating to the Property. **Please note that the Vendor has the absolute right to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements above.**

- (a) 經閣下填妥及簽立之上述第（2）段所述的文件（請注意：所有文件需提交一式三份）；
your completed and executed documents referred to in (2) above (Note: All documents **in triplicate**);
- (b) (A) 一張或多張由香港持牌銀行發出，總金額最少為港幣\$5,000,000 的港幣銀行本票；及 (B) 一張或多張用以支付臨時訂金（臨時訂金金額等於閣下出價 5%）餘額的支票；(A)及(B)兩者金額之總和等於閣下出價 5%，而上述所有本票及/或支票（如適用）抬頭人須為“胡百全律師事務所”（即賣方律師）；及
(A) one or more Hong Kong Dollar cashier’s order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK\$5,000,000; and (B) one or more cheques for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price you offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price you offered, and the above cashier’s order(s) and/or cheque(s) (if applicable) shall all be made payable to “P. C. Woo & Co.”, the Vendor’s Solicitors; and
- (c) 閣下身份證明文件副本（註：若投標人為自然人，指香港身份證（如不適用，則指其他有效身份證明文件（如護照））；而若投標人為香港註冊成立公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證、投標公司最近之董事名冊及最近之周年申報表副本；而若投標人為海外公司，指由公司董事核證的相關公司文件(包括（如適用）海外公司的公司註冊證書、股東名冊、董事名冊、存續證明書及董事在職證明書)，以證明公司在該地成立及董事資料及有關司法管轄區內具法律執業資格的律師事務所(須得到賣方同意)以賣方合理滿意的格式向賣方

出具的法律意見書，確認 (a) 投標人已正式註冊成立、有效存續且聲譽良好; (b) 投標人擁有權力、能力及/或法定能力簽定及履行其關於本文件下文要約部份及以下第(d)分條提及之交易文件所設定的交易的責任; (c) 交易文件對投標人而言為有效的、可生效的及具法律約束力; (d) 交易文件對投標人而言在法律上具可執行力; (e) 交易文件中投標人的簽訂或簽署為妥善、恰當及可生效的; 及 (f) 其他相關事宜)。

copy(ies) of your identification document(s) (note: *If the tenderer concerned is a natural person, the HKID card and where not applicable, other valid identification document, such as, the passport. If the tenderer concerned is a company incorporated in Hong Kong, the certificate of incorporation and the certificate of change of name (if any) and the business registration certificate, a copy of the latest register of directors and the latest annual return of the tenderer.. If the tenderer concerned is a foreign company, the relevant company documents (including (if applicable) the certificate of incorporation, register of members, register of directors, certificate of good standing, certificate of incumbency) duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors and legal opinion(s) from law firm(s) qualified to practise law in the relevant jurisdiction (which is acceptable to the Vendor) and addressed to the Vendor (in a form reasonably satisfactory to the Vendor) confirming: (a) that the tenderer is duly incorporated, validly existing and of good standing; (b) that the tenderer has the right, power and/or legal capacity to enter into, and perform its obligations in respect of, the Offer Section of this document and the Transaction Documents mentioned in sub-clause (d) below and the transaction(s) contemplated in the Transaction Documents, (c) that the Transaction Documents are valid, effective and legally binding on the tenderer, (d) that the Transactions Documents are legally enforceable against the tenderer, (e) that the tenderer's signing / execution of the Transaction Documents is due, proper and effective, and/or (f) other pertinent matters*)).

(d) 若投標人為公司，無論香港法律註冊成立的有限公司或海外公司，投標人的董事決議副本以核准購買該物業的事宜及授權公司簽署本文件、臨時買賣合約、所有相關附函、正式買賣合約、其後之轉讓契及其他上述文件(統稱「交易文件」)。

if the tenderer concerned is a company, whether a limited company incorporated in Hong Kong or foreign company, a copy of the Resolutions of the Board of Directors of the tenderer approving the purchase of the Property and authorising the signatory to sign this document on behalf of the tenderer, the PASP, all of the Side Letters thereto, the Formal Agreement for Sale and Purchase, subsequent Assignment and other documents mentioned herein (collectively, "Transaction Documents") in the manner as they are signed.

- (4) 閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約，且該要約於上述招標截止日期後的第十四天（「指明日期」）下午 6 時及之前不能收回及可供賣方接受，而一經賣方接受，閣下與賣方之間即受有效的臨時買賣合約約束。

Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendor **at and before 6:00 p.m. on the 14th day after the closing date of the tender** (the “**Specified Date**”) and, on acceptance by the Vendor, the PASP shall become binding between you and the Vendor.

- (5) 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。賣方不接受遲交之標書。

Any tender submitted which is qualified by other terms, conditional or is not in conformity with the forms herein contained or enclosed may not be considered by the Vendor. Late tenders will not be accepted.

- (6) 賣方可透過郵寄、傳真或電郵至要約部份中所填寫之地址／傳真號碼／電郵地址或其他任何有效方法接受閣下的要約。賣方接受後，將盡快向閣下交回一份經賣方簽立且日期為不後於指明日期之臨時買賣合約。

The Vendor may accept your offer by post, fax or email to the address / fax numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one counterpart of the PASP executed by the Vendor with the date not later than the Specified Date as soon as practicable.

- (7) 在賣方尚未決定接受閣下要約前，閣下所提交之本票及/或支票（如適用）將不作兌現。倘賣方接受閣下要約，本票及/或支票（如適用）將作兌現，而金額將視作臨時買賣合約項下的該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票及/或支票（如適用）將不作兌現，且經預約閣下可領回本票及/或支票（如適用），惟賣方亦可將本票及/或支票（如適用）以普通或掛號郵遞郵寄至閣下於要約部份填上之地址（遺失風險由閣下承擔）。

The cashier's order(s) and/or cheque(s) (if applicable) submitted will be retained uncashed until the Vendor has decided to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier's order(s) and/or cheque(s) (if applicable) will be cashed and the amount will be treated as the preliminary deposit of the Property under the PASP. If your offer is not accepted by the Vendor, you will be notified and the cashier's order(s) and/or cheque(s) (if applicable) will be uncashed and made available for your collection by prior appointment provided that the Vendor shall be entitled to return the cashier's order(s) and/or cheque(s) (if applicable) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

- (8) 賣方並不承諾亦無責任閱覽、考慮或接受認購該物業最高出價之要約或任何要約。賣方有全權於接受購買該物業要約前於任何時間撤回出售該物業。賣方有全權透過修改與此相關的銷售安排資料不時更改上述之招標截止日期及/或時間。

The Vendor does not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property. The Vendor has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer to purchase the Property. The Vendor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements in relation hereto.

- (9) 成功中標的投標人須於臨時買賣合約日期後的 5 個工作天內簽署正式合約。

The successful tenderer shall sign the ASP within 5 working days after the date of the PASP.

- (10) 倘閣下經由地產代理（「**中介人**」）介紹予賣方以入標認購該物業之地產代理，請將中介人資料填上要約部份。閣下知悉和確認：

Where you make an offer to purchase the Property through the introduction of an estate agent (“**Intermediary**”), please also fill in the details of the Intermediary in the Offer Section. You acknowledge and confirm that:

- (a) 中介人並無亦無權力代賣方許下任何口頭或書面的陳述、保證或承諾或代表賣方應允任何承擔或責任，而賣方亦無義務或責任代中介人履行任何承諾或責任；

the Intermediary has not made and is not authorised to make any oral or written representation, warranty or promise on behalf of the Vendor or agreed to any obligation or responsibility on behalf of the Vendor, and the Vendor is not under any obligation or responsibility to perform any promise or responsibility on behalf of the Intermediary;

- (b) 賣方並無直接或間接，亦無授權任何其公司職員向投標人或中介人收取樓價以外任何利益、費用或佣金。投標人如遇任何人士以賣方的僱員之名義向其索取任何利益時，投標人應速向廉政專員公署(ICAC)舉報；及

the Vendor has not and has not authorised any of its staff to collect directly or indirectly from the tenderer(s) or the Intermediary any benefits, fees or commission in addition to the purchase price of the Property. If any person(s) allege(s) to be the staff of the Vendor demanding any benefits from the tenderer(s), the tenderer(s) should report promptly to the Independent Commission Against Corruption (ICAC); and

- (c) 投標人與中介人之任何纏綿，概與賣方無涉，投標人不得以該等纏綿為由拖延進行及完成上述物業之買賣。

The Vendor is not and will not be involved in any disputes between the tenderer(s) and the Intermediary, and the tenderer(s) shall not delay the carrying out and completion of the sale and purchase of the Property for the reason of any such disputes.

中介人是否為介紹閣下予賣方以入標認購該物業之地產代理，須由賣方核實方作準。

Whether the Intermediary is the estate agent introducing you to the Vendor for the purpose of your submission of the offer to purchase the Property is subject to the Vendor's confirmation.

- (11) 閣下須注意賣方律師在本招標過程中(包括處理其相關文件時)並不會代表閣下。倘賣方接受閣下要約，閣下該聘用由閣下自行選擇之獨立律師以代表閣下處理買賣該物業(包括正式買賣合約及其後之轉讓契)。

You should note the Vendor's Solicitors do not act for you in the process of this tender, (including handling all of its relevant documents). If your offer is accepted by the Vendor, you should instruct an independent firm of solicitors of your own choice to act for you in respect of the sale and purchase of the Property (including the formal agreement for sale and purchase of the Property and subsequent Assignment of the Property).

- (12) 特此建議閣下就本文件之條款及附夾於本文件之各表格之條款向閣下律師尋求獨立意見。

You are advised to instruct your own solicitors to advise you independently on these terms and conditions and the terms and conditions of the forms of the documents enclosed herewith.

- (13) 本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下的專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。

This document and the enclosed forms are all confidential Provided That you may at your reasonable discretion and on a need-to-know basis, disclose the same to your professional advisor(s) but only for purposes of obtaining professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

- (14) 本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。

In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

- (15) 儘管本文件的某條款看來是賦予任何非投標人的人士一項利益，非投標人的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本文件的任何條文或享有本文件的任何條文的利益。

Notwithstanding that a term of this document purports to confer a benefit on any person who is not a tenderer, a person who is not a tenderer shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this document.

(16) 本文件之中文譯本謹供參考之用，如有爭議，將以英文本為準。

The Chinese version of this document is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

如有任何問題，請致電本發展項目的熱線（2880 8268）查詢。

Should you have any query, please call the hotline of this development: 2880 8268.

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要約部份

OFFER SECTION

由投標者填妥及簽署：

To be completed and signed by the tenderer(s):

A. 我/吾等特此向賣方提交招標公告第（2）段所述之文件如下（請標上“√”）：

I/We hereby submit the materials referred to in paragraph (2) of the Tender Notice to the Vendor, namely (please tick “√”):

- (i) 已填妥及簽立之臨時買賣合約 (一式三份)
the completed and executed PASP (**IN TRIPLICATE**)
- (ii) 已簽署的對買方的警告 (一式三份)
the signed Warning to Purchasers (**IN TRIPLICATE**)
- (iii) 已簽署的賣方資料表格 (一式三份)
the signed Vendor's Information Form (**IN TRIPLICATE**)
- (iv) 已簽署的物業參觀確認函 (一式三份)
the signed Acknowledgement Letter for Viewing of Properties (**IN TRIPLICATE**)
- (v) 已簽署的物業狀況確認函 (一式三份)
the signed Acknowledgement Letter regarding Physical State of Property (**IN TRIPLICATE**)
- (vi) 已簽署的確認函 (有關消防裝置) (一式三份)
the signed Acknowledgement Letter (regarding Fire Services Installations) (**IN TRIPLICATE**)
- (vii) 已簽署九龍仔業主會普通會籍被提名權確認函 (一式三份)
the signed Acknowledgement Letter regarding the Nomination Right for Associate Membership of Kowloon Tsai Home Owners Association (**IN TRIPLICATE**)
- (viii) 已簽署的附函 (有關先住後付優惠) (一式三份)
the signed Side Letter (regarding Early Move-in Benefit) (**IN TRIPLICATE**)
- (ix) (A) 一張或多張由香港持牌銀行發出，總金額最少為港幣 5,000,000 的港幣銀行本票；及 (B) 一張或多張用以支付臨時訂金 (臨時訂金金額等於出價 5%) 餘額的支票；(A)及(B)兩者金額之總和等於出價 5%；而上述所有本票及/或支票 (如適用) 抬頭人須為“胡百全律師事務所” (即賣方律師)；及
(A) one or more Hong Kong Dollar cashier's order(s) issued by a licensed bank in Hong Kong for total sum of not less than HK\$5,000,000; and (B) one or more cheque(s) for the payment of the balance of preliminary deposit (the amount of the preliminary deposit shall be 5% of the purchase price offered); the total sum payable under (A) and (B) shall equal 5% of the purchase price offered, and the above cashier's order(s) and/or cheque(s) (if applicable) shall all be made payable to "P. C. Woo & Co.", the Vendor's Solicitors; and
- (x) 所有投標人的身份證明文件之副本
copy(ies) of identification document(s) of all tenderers

B. 相關關係聲明 Declaration of Relationship

I.	請於表格中適用的方格填上“✓”或“X”以確認存在或不存在相關關係 Please put “✓” or “X” in the appropriate box to indicate the existence or absence of the relationship(s) concerned.	投標人編號 (見下文 D 段) Tenderer(s) No. (see para. D below)			
		1	2	3	4

A.	我/我們現確認我/我們是獨立第三者，與賣方並非有關連人士。 I/We hereby confirm that I/We am/are an independent third party, and am/are not a related party to the Vendor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	我/我們現確認我/我們是賣方之關連人士。 I/We hereby confirm that I/We am/are a related party to the Vendor. 我/我們現進一步確認，我/我們是：I/We hereby further confirm that I/We am/are:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的董事 a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的父母 a parent of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的配偶 a spouse of a director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方董事的子女 a child of the director of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的經理 a manager of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司 a private company of which such a director, parent, spouse, child or manager is a director or shareholder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	賣方的有聯繫法團或控權公司 an associate corporation or holding company of the Vendor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事 a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的父母 a parent of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的配偶 a spouse of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的董事的子女 a child of a director of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	上述有聯繫法團或控權公司的經理 a manager of such an associate corporation or holding company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. 賣方的控權公司為：

- i. 嘉華國際集團有限公司
- ii. Sutimar Enterprises Limited
- iii. 嘉華石業（集團）有限公司
- iv. 嘉華房產投資有限公司

Holding Company(ies) of the Vendor are:

- i. K. Wah International Holdings Limited
- ii. Sutimar Enterprises Limited
- iii. K. Wah Stone (Holdings) Limited
- iv. K. Wah Properties Investment Limited

III. 我/我們同意當我/我們於上表所填之資料有所變化後立即通知賣方。

I/We agree to inform the Vendor immediately should there be any change in the information I/we set out in the table above.

C. 收集個人資料聲明 Personal Information Collection Statement

- I. 賣方需要投標人的個人資料，例如姓名、身份證明文件號碼及其所載的資料(包括但不限於出生日期)、八達通編號、聯絡電話號碼、傳真號碼、物業、電郵及聯絡地址及相片等作不同用途，包括處理該物業招標、於中標後該物業的買賣、交樓及後續執修相關事宜、一般聯絡、為投標人提供該物業售後服務、為投標人於相關網站及/或手機程式及/或其他電子方式提供有關該物業之電子服務、透過物業管理公司為投標人提供物業管理及會所相關的服務、遵守法律的規定及為可能向投標人提供之任何服務及/或設施而進行的識別及核實等用途。如投標人未有提供上述的資料，賣方將不能夠處理該物業買賣相關事宜及/或提供上述之其他服務。除上文所述的資料外，投標人亦可自願地向賣方提供賣方所要求的其他資料。賣方在任何時候都會將投標人的個人資料保密，惟賣方可能將投標人的個人資料，就上述一項或多項用途向嘉華集團的任何成員公司（包括但不限於嘉華地產有限公司、嘉華國際集團有限公司、捷盛（物業管理）有限公司及其附屬公司）及/或其代理人、分代理人、承辦商及僱員，及/或任何適當的政府或監管機構作出披露和移轉。投標人有權確認賣方是否持有投標人的個人資料，並獲取該等資料之副本，以及改正任何錯誤之資料。投標人亦可要求賣方通知投標人賣方所持有之個人資料類別。投標人可透過電郵或書面郵寄以及其他方式按以下郵址或聯絡地址與賣方的個人資料專員聯絡（請在通訊中註明「保密」及「香港地產 - 個人資料專員」等字眼）要求查閱或改正投標人的個人資料或了解賣方的資料保護政策和實務詳情。郵址：mktg-optout@kwah.com 聯絡地址：香港北角渣華道 191 號嘉華國際中心 29 樓）。

The Vendor needs the personal data of the tenderer(s), such as, name, number of and the information (including but not limited to date of birth) contained in the identification document, Octopus card number, contact telephone number, fax number, Property, email and contact addresses and photograph, etc. for various purposes, including the purposes of dealing with matters relating to the tender of the Property and the matters relating to the sale and purchase, the handover and the subsequent defect rectification of the Property if the tender is accepted, general contact, providing after-sales services of the Property to the tenderer(s), providing to the tenderer(s) electronic services relating to the Property through relevant websites and/or mobile app and/or other electronic means, providing to the tenderer(s) property management and clubhouse related services through property management company, meeting requirements imposed by law and for the purposes of identification and verification of identity in connection with any of the services and/or facilities that may be provided to the tenderer(s). If the abovementioned data are not provided, the Vendor will be unable to deal with matters relating to the sale and purchase of the Property and/or providing other abovementioned services to the tenderer(s). Apart from the abovementioned data, the tenderer(s) may provide the Vendor with additional personal data which the Vendor requires if the tenderer(s) wishes. The Vendor will keep the personal data of the tenderer(s) confidential at all times, but the Vendor may disclose and transfer such personal data

to any member company within the K. Wah Group (including but not limited to K. Wah Real Estates Co., Ltd., K. Wah International Holdings Limited, Chissay (Property Management) Limited and their subsidiaries), and/or its agents, sub-agents, contractors and employees, and/or any appropriate government or regulatory authorities for one or more of the purposes specified above. The tenderer(s) has the right to ascertain whether the Vendor holds the personal data of the tenderer(s), to obtain a copy of the data, and to correct any data that is inaccurate. The tenderer(s) may also request the Vendor to inform the tenderer(s) of the type of personal data held by the Vendor. Requests for access or correction of personal data of the tenderer(s), or for information regarding the Vendor's privacy policies and practices, may be made by the tenderer(s) by, amongst others, email or in writing by post to the Vendor's Data Officer at the following email address or correspondence address. Email Address: mktg-optout@kwah.com Correspondence Address: 29/F, K. Wah Centre, 191 Java Road, North Point, Hong Kong (Please mark "Confidential" and "Hong Kong Properties - Personal Data Officer" in the correspondence).

- II. 另賣方擬使用投標人上述的個人資料（只限姓名、聯絡電話號碼、物業、電郵及聯絡地址）並透過電話、郵寄及/或電郵方式向投標人進行直接促銷（僅限於提供關於地產物業或租務的資料和更新）。賣方亦可能與嘉華集團的任何一間成員公司共享投標人的個人資料作地產物業、租務或物業管理及會所相關的服務的直接促銷用途，但賣方在未得到投標人的同意之前不能如此使用或共享該等個人資料。投標人可隨時撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意。如投標人希望於將來任何時間撤銷對賣方使用或共享該等個人資料進行任何上述直接促銷活動的同意，請透過電郵或書面郵寄以及其他方式按以上郵址或聯絡地址通知賣方，並無須支付任何手續費。請在本聲明最後部份簽署表示投標人同意賣方如此使用及共享該等個人資料。如投標人不同意，請在以下空格加上「✓」，然後簽署。

In addition, the Vendor intends to use the above personal data (but limited to name, contact telephone number, Property, email and contact addresses) of the tenderer(s) to conduct direct marketing (restricted to providing information and updates relating to real estate properties and leasing matters) to the tenderer(s) via phone calls, by post and/or email. The Vendor may also share such personal data with any member company in the K. Wah Group for direct marketing activities in relation to real estate properties, leasing matters or property management and clubhouse related services, but the Vendor shall not so use or share such personal data without the prior consent of the tenderer(s). The tenderer(s) may at any time elect to withdraw the tenderer(s)'s consent to the Vendor's use or sharing of such personal data for any of the aforesaid direct marketing activities. Should the tenderer(s) wishes to revoke the consent for using or sharing such personal data for conducting the above direct marketing activities at any time in the future, please notify the Vendor by, amongst others, email or in writing by post at the email address or corresponding address above, and no administrative fees will be charged therefor. Please signify your consent to the Vendor's use and sharing of such personal data in the manner above by signing at the end of this Statement. If the tenderer(s) disagrees, please tick the box below before signing this Statement.

- 投標人不同意就上文所述使用及共享投標人的個人資料作直接促銷用途。
The tenderer(s) does/do not agree to the use or sharing of personal data for direct marketing purposes as stated above.

投標人簽署 Signature(s) of Tenderer(s)

日期 Date: _____

D. 投標人及中介人資料 Information on tenderer(s) and Intermediary

所選投標作出要約的物業 Property(ies) for tender and offer to purchase

單位 Unit	其他 Others
A 單位(包括連帶持有的露台、庭院、梯屋及天台) Unit A (including the balconies, yard, stairhood and roof held therewith)	停車位 1 號及 2 號 Parking Space No.1 and No.2

投標人 Tenderer(s):-

投標人的編號 Tenderer(s) No.	投標人的姓名 Name of tenderer(s)	身份證明文件類別及號碼 Type and No(s). of identification documents
1		
2		
3		
4		

(請注意：若投標人為自然人，請填上香港身份證號碼（如不適用則填上其他有效身份證明文件如護照（請列明））；若投標人為公司，請填上(i) 公司號碼及 (ii) 公司成立地方)
(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state the (i) company number and (ii) place of incorporation)

投標人聯絡資料 Contact information of the tenderer(s):

地址 Address :

電話號碼 Telephone number : _____

傳真號碼 Fax number : _____

電郵地址 Email address : _____

中介人資料 Particulars of Intermediary:

姓名 Name : _____

地產代理牌照號碼 EA Licence No. : _____

所屬地產代理公司 Estate Agency : _____

投標人簽署 Signature(s) of Tenderer(s)

投標人於簽署本文件時謹此確認已收悉一份不時由賣方檢視及修改的本發展項目售樓說明書。

By signing hereof, the Tenderer(s) hereby acknowledge(s) receipt of a copy of the Sales Brochure of this development examined and revised by the Vendor from time to time.

日期 Date: _____

臨時買賣合約

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

賣方律師 Vendor's Solicitors:
胡百全律師事務所
香港中環遮打道 10 號太子大廈 12 樓
P. C. Woo & Co.
12th Floor, Prince's Building
No.10 Chater Road, Central, Hong Kong
Tel: (852) 2533 7700 Fax: (852) 2810 1179

賣方 Vendor:
明帝有限公司
香港北角渣華道 191 號嘉華國際中心 29 樓
KING RAYS LIMITED
29/F, K. Wah Centre
191 Java Road, North Point, Hong Kong
Tel: 2880 1838 Fax: 2880 9807

臨時買賣合約(“臨時合約”)

編號 No.: _____ (由賣方填寫 to be completed by the Vendor)

PRELIMINARY AGREEMENT FOR SALE AND PURCHASE (“Preliminary Agreement”)

日期 Date: _____ (由賣方填寫 to be completed by the Vendor)

買方 The Purchaser(s):	香港身份證號碼 HK I.D.No(s): / 其他證件及號碼 Other ID Document(s) & No(s): / 商業登記證號碼 Business Registration No(s):	
地址 Address(es):	電話號碼 Tel No(s): 電郵地址 Email Address(es):	
發展項目名稱、地址及地段編號(“發展項目”): 香港九龍嘉林邊道 2 號嘉琳 (新九龍內地地段第 2577 號) Name, address and lot no. of the development (“the Development”): 2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong (New Kowloon Inland Lot No.2577)		
作出要約購買的物業(“本物業”)的資料 Details of the property offered to be purchased (“the Property”)		
本物業 The Property	單位 Unit	其他 Others
	A 單位 (包括連帶持有的露台、庭院、梯屋及天台) Unit A (including the balconies, yard, stairhood and roof held therewith)	停車位 1 號及 2 號 Parking Space No.1 and No.2

註 Notes:

- 買方請填上售價及臨時訂金的適用金額(售價的 5%)。
Purchaser(s) please fill(s) in the applicable amounts of the Purchase Price and the preliminary deposit (5% of the Purchase Price).
- 賣方將填上適用於買方及賣方的簽立正式合約日期。
The Vendor will fill in the date of signing of the Agreement as applicable to the Purchaser and the Vendor.

付款條款 Terms of Payment

- (i). 本物業的售價為港幣_____元(“售價”), 並須由買方按以下方式付予賣方:- The purchase price of the Property is HK\$_____ (“Purchase Price”), which shall be paid by the Purchaser(s) to the Vendor in the manner as follows: -
- 為數港幣_____元(即售價的 5%) 的臨時訂金, 須於簽署本臨時合約時支付。Preliminary deposit in the sum of HK\$_____, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement;
 - 售價的 5% 的加付訂金, 須於本臨時合約日期後 60 日內支付。Further deposit equals to 5% of the Purchase Price shall be paid within 60 days after the date hereof;
(臨時訂金連同加付訂金(如有)構成售價之訂金。The preliminary deposit, together with the further deposit (if any) constitute the deposit of the Purchase Price);
 - 售價的 5% 的部份售價, 須於本臨時合約日期後 90 日內支付。Part payment equals to 5% of the Purchase Price shall be paid within 90 days after the date hereof;
 - 售價的 10% 的部份售價, 須於本臨時合約日期後 180 日內支付。Part payment equals to 10% of the Purchase Price shall be paid within 180 days after the date hereof;
 - 售價的 75% 的售價餘款, 須於本臨時合約日期後____日內支付。買賣須於當天辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內, 在賣方律師的辦事處完成交易。Balance of the Purchase Price which is equal to 75% of the Purchase Price shall be paid within _____ days after the date hereof. The sale and purchase shall be completed on the same date at the office of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day).
- (ii). 按訂約雙方的意向, 本臨時合約將會由一份買賣合約(“正式合約”)取代, 正式合約須:-
It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed:-
- 由買方於_____ (註: 由賣方填寫) (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立; 及
by the Purchaser(s) on or before _____ (Note: to be completed by the Vendor) (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
 - 由賣方於_____ (註: 由賣方填寫) (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。
by the Vendor on or before _____ (Note: to be completed by the Vendor) (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

買方聲明 The Purchaser(s)' Certificate

茲證明上述的購買乃由_____所促成。

The Purchaser(s) certify(ies) that the above purchase is introduced by_____.

本臨時合約受下文其他附帶條款及條件所約束
This Preliminary Agreement is subject to the Other Terms and Conditions below.

買方簽署 Signed by the Purchaser(s)

賣方簽署 Signed by the Vendor

此部由賣方填寫 This section shall be completed by the Vendor

上述所列臨時訂金 HK\$ _____ 經已收妥此據 (交來本票及支票 (如適用) 以銀行過數作實)

Received the preliminary deposit in the sum of HK\$ _____ (Cashier's Order(s) and Cheque(s) (if applicable), subject to bank clearance)

本票及支票 (如適用) 號碼

經手收票人

Cashier's Order(s) No(s). and Cheque(s) No(s). (if applicable): _____

Received By : _____

其他附帶條款及條件如下

Other Terms and Conditions as follows

A 部份 PART A

1. 在本臨時合約中： -
In this Preliminary Agreement :-
 - (a) “**實用面積**” 具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；
"saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
 - (b) “**工作日**” 具有該條例第 2(1) 條給予該詞的涵義；
"working day" has the meaning given by section 2(1) of that Ordinance;
 - (c) 附表 1 第(a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；及
the floor area of an item under clause (a) of Schedule I is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) 附表 1 第(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。
the area of an item under clause (b) of Schedule I is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*賣方/買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by ~~the Vendor~~/the Purchaser.
4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*賣方/買方承擔。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by ~~the Vendor~~/the Purchaser.
5. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約:-
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed:-
 - (a) 本臨時合約即告終止；
this Preliminary Agreement is terminated;
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
the Vendor does not have any further claim against the Purchaser for the failure.
6. 本物業的量度尺寸如下 — 參閱附表 I。
The measurements of the Property are as follows — see Schedule I.
7. 本物業買賣所包括的裝置、裝修物料及設備如下 — 參閱附表 II。
The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Schedule II.
8. 在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
9. 買方已確認收到第 10 條所列出的“**對買方的警告**”的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "**Warning to Purchasers**" set out in clause 10 and fully understands its contents.
10. 就第 9 條而言，“**對買方的警告**”內容如下 — 參閱附表 III。
For the purposes of clause 9, the following is the "**Warning to Purchasers**" - see Schedule III.

B 部份 PART B

11. 買方可隨時前往賣方律師的辦事處細閱有關正式合約的草稿，而買方將會被視為已知悉正式合約內的條文，亦不能要求更改正式合約內的任何條文。
A draft of the Agreement is available for the Purchaser's perusal at the office of the Vendor's Solicitors and the Purchaser is deemed to have full notice of the content thereof and shall not request any alteration thereof.
12. 須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由*賣方/買方承擔。
The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by ~~the Vendor~~/the Purchaser.
13. 土地註冊處的登記費、正式合約及轉讓契之圖則費、樓契核證副本費用及有關草擬、登記及完成發展項目公契及管理合約之適當比例費用一概由買方負責。
The Land Registry registration fees, professional fees for the plans to be annexed to the Agreement and the Assignment, the costs for certified copies of title deeds and a due proportion of

- the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement of the Development shall also be borne and paid by the Purchaser.
14. 除買賣雙方另作協定外，買賣雙方需各自承擔有關正式合約及轉讓契的律師費和雜費。
Unless otherwise agreed by the parties hereto, each party shall pay its own legal costs and disbursements of and incidental to the Agreement and the Assignment.
15. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property comprises residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
16. 買方須在本物業的收樓之前，按照發展項目公契及管理合約規定向賣方或管理公司預繳管理費上期，及繳付管理費按金、泥頭清理費、設備基金及其他按金／基金等。買方並須償還賣方就本物業已支付的所有按金及特別基金(不管該等按金及特別基金根據大廈公契及管理合約是否可以轉讓或退還)。The Purchaser shall before being entitled to possession of the Property on completion reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, capital equipment fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Deed of Mutual Covenant and Management Agreement of the Development. The Purchaser shall reimburse the Vendor for all deposits and special fund already paid by the Vendor in respect of the Property, whether or not such deposits and special fund are transferrable or refundable under the Deed of Mutual Covenant and Management Agreement.
17. 買賣雙方同意於正式合約中列出印花稅條例第 29B(5)項所需之資料。
The Vendor and the Purchaser shall execute the Agreement containing the information in respect of the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
18. 無論正式合約是否由雙方簽署，賣方有權(但不是必須)遞交本臨時合約予印花稅署並代買方繳納本臨時合約應繳納之印花稅。就賣方為買方所代繳之印花稅，賣方有權從買方已繳付之臨時訂金、加付訂金及/或售價中扣除並追討由此而引起的售價欠款及有關利息，利息率以香港上海滙豐銀行有限公司指定之優惠利率加年利率 2 厘，由欠款日起計直至賣方收到欠款當日為止。買方必須彌償賣方有關本臨時合約已繳納或應繳納的所有印花稅。Irrespective of whether the Agreement is signed by the parties, the Vendor has the right (but is not obliged) to submit this Preliminary Agreement to the Stamp Office and pay the stamp duty hereon for the Purchaser. The amount of stamp duty so paid for the Purchaser can be deducted by the Vendor from the preliminary deposit, further deposit or the purchase price already paid by the Purchaser and the Vendor shall be entitled to claim against the Purchaser for any deficiency in the payment of purchase price arising therefrom with interest at the rate of 2% per annum above prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from the date of the amount due until actual date of payment to the Vendor. The Purchaser shall indemnify and keep indemnified the Vendor for all stamp duty so paid or payable on this Preliminary Agreement.
19. 就每一方面而言，時間為本臨時合約的關鍵元素。
Time is in every respect be of the essence of this Preliminary Agreement.
20. 買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之狀況，且將以其現狀接受本物業及其內之裝置、裝修物料及設備。
The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
21. 本物業之風險從本臨時合約日起由買方承擔。
The risk of the Property will pass to the Purchaser from the date of this Preliminary Agreement.
22. 如本臨時合約在買方未簽署正式合約前已被登記於土地註冊處，賣方有權單方面簽署及登記一備忘錄將本臨時合約之登記從土地註冊處登記冊中刪除或取消。
Should this Preliminary Agreement be registered in the Land Registry before the Agreement is signed, the Vendor shall have the rights to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
23. 謹此聲明本臨時合約只屬於買方個人所有，只有買方才可簽立正式合約，買方無權要求賣方與任何其他人士簽立正式合約。賣方不接受任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，惟獲授權人是僅有指定權限，只能以買方名義及代表買方簽署正式合約(沒有任何更替之權力或權利)之指明獲授權人則除外。
It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser and only the Purchaser is permitted to enter into the Agreement. The Purchaser shall have no right to request the Vendor to enter into the Agreement with any other persons. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
24. 任何本臨時合約下的責任，若其履行日並非工作日，則履行該責任的日期將順延至原定日期之後的第一個工作日。
If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day.
25. 本臨時合約取代雙方過往所有之談判、申述、理解及協議。
This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
26. 買方如有更改通訊或註冊地址或電話，須立即以書面通知賣方。
The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence/registered address or telephone number.
27. 本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
The Property shall be covered by one single Agreement and one single subsequent Assignment.
28. 本臨時合約(除第(i)、(ii)條、A 部份及附表 I、II 及 III 外)之中文譯本謹供參考之用。如有爭議，將以英文本為準。
The Chinese version of this Preliminary Agreement (except Clauses (i) and (ii), Part A and Schedules I, II and III) is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.
29. (a) 除本臨時合約的雙方外，任何其他人士(“第三者”)均沒有權按《合約(第三者權利)條例》(香港法例第 623 章)(“該條例”)強制執行或享有本臨時合約的任何條款或條件的利益。
A person who is not a party to this Preliminary Agreement (“Third Party”) shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (“Rights of Third Parties Ordinance”) to enforce or to enjoy the benefit of any term or condition of this Preliminary Agreement.
- (b) 儘管本臨時合約的任何條款或有規定，本臨時合約於任何時候的撤銷或更改並不須按該條例取得任何第三者的同意。
Notwithstanding anything contained herein, no consent from any Third Party shall be required to rescind or vary this Preliminary Agreement at any time.
- (c) 為免生疑問，本第(29)條適用於及當作為包括於任何雙方之間就本物業不時簽訂的本臨時合約的補充、附屬或附帶的文件，包括但不限於任何聲明、通知、確認、承認及附函。然而，本第(29)條的規定並不影響或損害任何第三方於該條例以外現存或可用的權利或補償。
For the avoidance of doubt, the provisions of this Clause (29) shall apply and be deemed to be incorporated in any documents, including but not limited to any declaration, notice, confirmation, acknowledgement and side letter, supplemental, collateral or incidental to this Preliminary Agreement that may at any time be entered into between the parties hereto in respect of the Property. However, nothing contained in this Clause (29) shall affect or prejudice any right or remedy of a Third Party that may exist or that may be available to a Third Party apart from the Rights of Third Parties Ordinance.

附表 I Schedule I

本物業的量度尺寸如下：

The measurements of the Property are as follows:

(a) 本物業的實用面積為 425.303 平方米 / 4,578 平方呎，其中：

the saleable area of the Property is 425.303 square metres / 4,578 square feet of which:

10.933 平方米 / 118 平方呎為露台的樓面面積；

10.933 square metres / 118 square feet is the floor area of the balcony;

_____ 平方米 / _____ 平方呎為工作平台的樓面面積；

_____ square metres / _____ square feet is the floor area of the utility platform;

_____ 平方米 / _____ 平方呎為陽台的樓面面積；及

_____ square metres / _____ square feet is the floor area of the verandah; and

(b) 其他量度尺寸為: other measurements are:

空調機房的面積為 _____ 平方米 / _____ 平方呎；

the area of the air-conditioning plant room is _____ square metres / _____ square feet;

窗台的面積為 _____ 平方米 / _____ 平方呎；

the area of the bay window is _____ square metres / _____ square feet;

閣樓的面積為 _____ 平方米 / _____ 平方呎；

the area of the cockloft is _____ square metres / _____ square feet;

平台的面積為 _____ 平方米 / _____ 平方呎；

the area of the flat roof is _____ square metres / _____ square feet;

花園的面積為 _____ 平方米 / _____ 平方呎；

the area of the garden is _____ square metres / _____ square feet;

停車位的面積為 _____ 平方米 / _____ 平方呎；

the area of the parking space is _____ square metres / _____ square feet;

天台的面積為 89.100 平方米 / 959 平方呎；

the area of the roof is 89.100 square metres / 959 square feet;

梯屋的面積為 10.601 平方米 / 114 平方呎；

the area of the stairhood is 10.601 square metres / 114 square feet;

前庭的面積為 _____ 平方米 / _____ 平方呎；

the area of the terrace is _____ square metres / _____ square feet;

庭院的面積為 21.489 平方米 / 231 平方呎。

the area of the yard is 21.489 square metres / 231 square feet.

附表 II Schedule II

本物業買賣所包括的裝置、裝修物料及設備如下：

The sale and purchase of the Property includes the fittings, finishes and appliances as follows:

1. 外部裝修物料

A	窗	框的用料	鋁質氟碳層窗框
		玻璃的用料	<p>面向庭院的玻璃窗：</p> <p>熱硬化超白清玻璃 夾膠玻璃(熱硬化超白清玻璃、夾膠及強化超白清玻璃) 強化超白清玻璃</p> <p>面向嘉林邊道及聯合道的玻璃窗：</p> <p>雙層中空玻璃(熱硬化超白清玻璃及熱硬化超白清玻璃加低幅射塗層) 雙層中空玻璃(強化超白清玻璃及強化超白清玻璃加低幅射塗層) 雙層中空玻璃(熱硬化超白清玻璃及強化超白清玻璃加低幅射塗層) 雙層中空玻璃(熱硬化超白清玻璃及強化磨砂超白清玻璃加低幅射塗層) 雙層中空玻璃(熱硬化超白清玻璃、夾膠及熱硬化超白夾膠清玻璃及強化超白彩油清玻璃加低幅射塗層)</p> <p>天台的玻璃窗：</p> <p>強化超白清玻璃 夾膠玻璃(強化超白清玻璃、夾膠及強化超白清玻璃)</p>
B	露台	裝修物料的類型	<p>(i) 一樓露台</p> <p>外牆：鋁質蓋板、鈦質蓋板及天然石材 天花板：鋁質蓋板 地台：天然石材 圍欄：透明清玻璃圍欄連鋁質頂蓋及台邊鋪砌天然石材</p> <p>(ii) 二樓露台</p> <p>外牆：鋁質蓋板及鈦質蓋板 天花板：鋁質蓋板 地台：天然石材 圍欄：透明清玻璃圍欄連鋁質頂蓋及台邊鋪砌天然石材</p>
		是否有蓋	位於一樓露台及位於二樓露台部分有蓋

2. 室內裝修物料

			牆壁	天花板			
A	內牆及天花板	客飯廳裝修物料的類型	乳膠漆、金屬板、不銹鋼蓋板、不銹鋼條及木面	天花板髹乳膠漆及石膏板髹乳膠漆			
		主人套房裝修物料的類型	乳膠漆及木面				
		套房裝修物料的類型(適用於套房 1、套房 2、套房 3 及套房 4)	乳膠漆				
			地板	牆腳線			
B	內部地板	客飯廳裝修物料的類型	天然石材地台	天然石材及不銹鋼牆腳線			
		套房裝修物料的類型(適用於主人套房、套房 1、套房 2、套房 3 及套房 4)	複合木地板 面向光井的門及露台門地台圍邊部分鋪天然石材及不銹鋼條	木牆腳線			
				牆壁	地板	天花板	
C	浴室 (適用於主人浴室、浴室 1、浴室 2、浴室 3、浴室 4、化粧間及洗手間)	裝修物料的類型	主人浴室	天然石材及不銹鋼	天然石材	石膏板假天花髹乳膠漆、不銹鋼條及膠板假天花	
			浴室 1、浴室 2、浴室 3 及浴室 4	天然石材		石膏板假天花髹乳膠漆	
			化粧間	天然石材、裝飾玻璃、不銹鋼條及木面		石膏板假天花髹乳膠漆、不銹鋼及木面假天花	
		洗手間	瓷磚	均質磚	鋁質天花		
		牆壁的裝修物料是否鋪至天花板	鋪至假天花水平				
				牆壁	地板	天花板	烹飪台
D	廚房	裝修物料的類型	木面、人造石材、不銹鋼及瓷磚	天然石材	石膏板假天花髹乳膠漆	人造石材	
		牆壁的裝修物料是否鋪至天花板	鋪至假天花水平				

3. 室內裝置

		用料	裝修物料	配件	
A	門	單位之主大門	實心防火木門	金屬漆	門鎖、門把手、暗藏氣鼓、暗藏門鉸、防煙條、暗藏天地栓及門擋
		儲物室門	木板門	木面、金屬板及不銹鋼條	門把手、門鉸及門擋
		化粧間門	空心木門	木面及不銹鋼片	門鎖連門把手、門鉸及門擋
		廚房門(由客飯廳進入)	實心防火木門	木面	門把手、門鉸連氣鼓、門擋及防煙條
		備餐間(只適用於A單位)	空心木趟門		門鎖連門把手及趟門軌道
		工作間門	空心木門		門鎖連門把手、門鉸及門擋
		洗手間門	玻璃趟門	磨砂玻璃	趟門軌道及門把手
		套房門(適用於套房1-4)	空心木門	木面及不銹鋼片	門鎖、門鉸及門擋
		廚房門(只供維修之走廊)	實心防火木門	木面	門鎖、門鉸、暗藏氣鼓及門擋
		浴室門(適用於浴室1-4)	空心木門	木面及不銹鋼片	門鎖、門鉸及門擋
		主人套房門			門鎖、門鉸、暗藏天地栓及門擋
		主人浴室門及衣帽間門			空心木趟門
		地下之管道槽門	木板門	木面	門鉸
		一樓及二樓之管道槽門		膠板及油漆	門鎖、門鉸及磁扣
		天台之管道槽門		膠板	
		天台之豎梯檢修門		木面	門鉸
		地下庭院門	鋁框趟門	強化超白清玻璃	趟門軌道及門把手連鎖
		地下庭院門	鋁框趟及折疊門		趟及折疊門軌道、門鉸、門把手及門鎖
		一樓露台門	鋁框門		雙層中空玻璃(強化超白清玻璃及強化超白清玻璃加低輻射塗層)
		一樓露台門		門鎖、門鉸、門把手及門擋	
		一樓光井門	鋁框趟門	夾膠玻璃(熱硬化超白清玻璃、夾膠及強化超白清玻璃)	趟門軌道及門把手連鎖
		二樓光井門			
		二樓露台門		雙層中空玻璃(強化超白清玻璃及強化超白清玻璃加低輻射塗層)	
		天台門	鋁框門	強化超白清玻璃	門鎖、門把手及門鉸
		天台之泵房門	金屬門	天然石材	門鎖及門鉸
		天台冷氣機位置之金屬閘	金屬閘	鋁	

		(i) 裝置及設備的類型		裝置及設備的用料
B	浴室(適用於主人浴室、浴室1、浴室2、浴室3、浴室4、化粧間及洗手間)	櫃	櫃台面	天然石材
			櫃	裝飾玻璃、油漆及不銹鋼飾面之木製面盆櫃於浴室1、浴室2、浴室3及浴室4提供
				天然石材、木面及油漆飾面之木製面盆櫃於主人浴室提供
				天然石材、油漆及不銹鋼飾面之木製面盆櫃於化粧間提供
				鏡及不銹鋼飾面之木製鏡櫃於浴室1、浴室2、浴室3及浴室4提供
				鏡、不銹鋼及油漆飾面之木製鏡櫃於主人浴室提供
				鏡、不銹鋼及天然石材之木製鏡櫃於化粧間提供
				在暗藏水箱上的天然石材、裝飾玻璃及不銹鋼飾面之木製櫃於浴室1、浴室2、浴室3及浴室4提供
		在暗藏水箱上的不銹鋼飾面之木製櫃於主人浴室提供		
		鏡及油漆飾面之不銹鋼製鏡櫃於洗手間提供(只適用於D及E單位)		
		油漆飾面之不銹鋼製面盆櫃於洗手間提供(只適用於D及E單位)		
		浴室的裝置及設備	洗手盆水龍頭	金屬
			洗手盆	陶瓷洗手盆於洗手間提供
				鈦瓷洗手盆於浴室1、浴室2、浴室3及浴室4提供
				人造水晶洗手盆於主人浴室提供
				玻璃洗手盆於化粧間提供
			坐廁	陶瓷
			廁紙架	金屬
			毛巾桿	
		毛巾鉤		
毛巾發熱架	金屬毛巾發熱架於主人浴室提供 請參閱「設備說明表」			
化粧鏡	金屬及鏡面於主人浴室提供 請參閱「設備說明表」			
(ii) 供水系統的類型及用料	冷水喉	銅喉		
	熱水喉	配有隔熱絕緣保護之銅喉		
(iii) 沐浴設施的類型及用料(包括花灑或浴缸(如適用的話))	花灑	金屬		
	淋浴間	強化玻璃		
	浴缸	人造石		
(iv) 浴缸大小(如適用的話)	主人浴室：1680 毫米(長) x 800 毫米(闊) x 550 毫米(深)			

			用料		
C	廚房	(i) 洗滌盆	不銹鋼		
		(ii) 供水系統	冷水供水採用銅喉及熱水供水/熱水回水採用配有隔熱絕緣保護之銅喉		
			用料及裝修物料		
		(iii) 廚櫃	木製膠板廚櫃組合，配木飾面及金屬飾面廚櫃門板		
		(iv) 所有其他裝置及設備的類型	其他裝置的類型	金屬水龍頭	
設備的類型	請參閱「設備說明表」				
			裝置	類型	用料
D	睡房(適用於主人套房、套房1、套房2、套房3及套房4)	裝置(包括嵌入式衣櫃)	嵌入式衣櫃	不適用	不適用
			其他裝置	不適用	不適用
E	電話	裝設有電話接駁點			
F	天線	裝設有電視天線插座			
			裝置		
G	電力裝置	(i) 供電附件(包括安全裝置)	供電附件	電掣及電插座之面板	
			安全裝置	三相電力並裝置微型斷路器	
		(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露 ¹		
H	氣體供應	類型	煤氣		
		系統	獨立煤氣錶及煤氣喉供接駁煤氣煮食爐及煤氣熱水爐		
I	洗衣機接駁點	設計	設有洗衣機去水直徑為 32 毫米及來水直徑為 22 毫米接駁喉位		
J	供水	(i) 水管的用料	冷水供水採用銅喉及熱水供水/熱水回水喉採用配有隔熱絕緣保護之銅喉		
		(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露 ²		
		(iii) 有否熱水供應	廚房、主人浴室、浴室1、浴室2、浴室3、浴室4、化粧間及洗手間供應熱水		

4. 雜項

A	升降機	(i) 品牌名稱及產品型號	品牌名稱	奧的斯	
			產品型號	OTIS GeN2-Regen	
		(ii) 數目及到達的樓層 ³	升降機的數目	5	
			到達的樓層	升降機 (L1): A 單位的地下至天台 升降機 (L2): B 單位的地下至天台 升降機 (L3): C 單位的地下至天台 升降機 (L5): D 單位的地下至天台 升降機 (L6): E 單位的地下至天台	
			水錶	電錶	氣體錶
B	水錶、電錶及氣體錶	(i) 位置	公共水錶櫃	公共電掣房	只供維修之走廊
		(ii) 就住宅單位而言是獨立抑或公用的錶	獨立	獨立	獨立

5. 保安設施

保安系統及設備	閉路電視	每個住宅單位升降機設有閉路電視系統，連接保安房 上層天台面向毗鄰地段之石材蓋面設有公眾閉路電視系統，直接連接保安房
嵌入式的裝備的細節	各住宅單位均設有對講機配有警報掣功能連接保安房	

6. 設備

請參閱「設備說明表」

註：

1. 除部份隱藏於混凝土內之導管外，其他部份的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、蓋板，磚牆、指定之槽位或其他物料遮蓋。
2. 除部份隱藏於混凝土內之水管外，其他部份的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、蓋板，磚牆、指定之槽位或其他物料遮蓋。
3. 不設升降機 (L4)。

1. Exterior Finishes

A	Window	Material of frame	Aluminium window frames with fluorocarbon coatings
		Material of glass	<p>Windows facing yard:</p> <p>Clear low iron heat strengthened glass</p> <p>Laminated glass (clear low iron heat strengthened glass, polyvinyl butyral (PVB) and clear low iron tempered glass)</p> <p>Clear low iron tempered glass</p> <p>Windows facing Grampian Road and Junction Road:</p> <p>Insulated glass unit (clear low iron heat strengthened glass and clear low iron heat strengthened glass with low-e coating)</p> <p>Insulated glass unit (clear low iron tempered glass and clear low iron tempered glass with low-e coating)</p> <p>Insulated glass unit (clear low iron heat strengthened glass and clear low iron tempered glass with low-e coating)</p> <p>Insulated glass unit (clear low iron heat strengthened glass and frosted low iron tempered glass with low-e coating)</p> <p>Insulated glass unit (clear low iron heat strengthened glass, polyvinyl butyral (PVB) and clear low iron heat strengthened laminated glass and clear low iron tempered fritted glass with low-e coating)</p> <p>Windows at roof:</p> <p>Clear low iron tempered glass</p> <p>Laminated glass (clear low iron tempered glass, polyvinyl butyral (PVB) and clear low iron tempered glass)</p>
B	Balcony	Type of finishes	<p>(i) Balcony on 1/F</p> <p>External Wall : Aluminium cladding, titanium cladding and natural stone</p> <p>Ceiling : Aluminium cladding</p> <p>Floor : Natural stone</p> <p>Balustrade : Clear glass balustrade with aluminium capping and natural stone curb</p> <p>(ii) Balcony on 2/F</p> <p>External Wall : Aluminium cladding and titanium cladding</p> <p>Ceiling : Aluminium cladding</p> <p>Floor : Natural stone</p> <p>Balustrade : Clear glass balustrade with aluminium capping and natural stone curb</p>
		Whether it is covered	Balconies on 1/F and balconies on 2/F are partly covered

2. Interior Finishes

			Wall	Ceiling			
A	Internal wall and ceiling	Type of finishes for Living and Dining room	Emulsion paint, metal laminates, stainless steel cladding, stainless steel strip and timber veneer		Ceiling finished with emulsion paint and gypsum board finished with emulsion paint		
		Type of finishes for Master En-suite	Emulsion paint and timber veneer				
		Type of finishes for En-suite (En-suite1, En-suite2, En-suite3 and En-suite4)	Emulsion paint				
			Floor	Skirting			
B	Internal floor	Type of finishes for Living and Dining room	Natural stone flooring		Natural stone and stainless steel skirting		
		Type of finishes for En-suite (Master En-suite, En-suite1, En-suite2, En-suite3 and En-suite4)	Engineered timber flooring Natural stone with stainless steel strip along edge of floor adjoining door facing light well and balcony door		Timber skirting		
				Wall	Floor	Ceiling	
C	Bathroom (Master Bathroom, Bathroom1, Bathroom2, Bathroom3, Bathroom4, Powder Room and Lavatory)	Type of finishes	Master Bathroom	Natural stone and stainless steel		Natural stone	Gypsum board false ceiling finished with emulsion paint, stainless steel strip and plastic laminate false ceiling
			Bathroom1, Bathroom2, Bathroom3 and Bathroom4	Natural stone			Gypsum board false ceiling finished with emulsion paint
			Powder Room	Natural stone, decorative glass, stainless steel strip and timber veneer			Gypsum board false ceiling finished with emulsion paint, stainless steel and timber veneer false ceiling

			Lavatory	Ceramic tile	Homogeneous tile	Aluminium ceiling
		Whether the wall finishes up to the ceiling	Run up to false ceiling level			
			Wall	Floor	Ceiling	Cooking Bench
D	Kitchen	Type of finishes	Timber veneer, reconstituted stone, stainless steel and ceramic tile	Natural stone	Gypsum board false ceiling and finished with emulsion paint	Reconstituted stone
		Whether the wall finishes up to the ceiling	Run up to false ceiling level			

3. Interior Fittings

			Material	Finishes	Accessories
A	Door	Main entrance door	Solid core fire rated timber door	Metallic paint	Lockset, door handle, concealed door closer, concealed door hinges, smoke seal, concealed flush bolt and door stopper
		Store door	Plywood timber door	Timber veneer, metal laminates and stainless steel strip	Door handle, door hinges and door stopper
		Powder room door	Hollow core timber door	Timber veneer and stainless steel plate	Lockset with handle, door hinges and door stopper
		Kitchen door (From Living and Dining Room)	Solid core fire rated timber door	Timber veneer	Door handle, door hinges with closer, door stopper and smoke seal
		Pantry door (Unit A only)	Hollow core timber sliding door		Lockset with handle and sliding door track set
		Utility door	Hollow core timber door		Lockset with handle, door hinges and door stopper
		Lavatory door	Glass sliding door	Frosted glass	Sliding door track set and door handle
		En-suite door (En-suites 1-4)	Hollow core timber door	Timber veneer and stainless steel plate	Lockset, door hinges and door stopper
		Kitchen door (From corridor for	Solid core fire rated timber door	Timber veneer	Lockset, door hinges, concealed door closer and door stopper

		maintenance only)			
		Bathroom door (Baths 1-4)	Hollow core timber door	Timber veneer and stainless steel plate	Lockset, door hinges and door stopper
		Master En-suite door			Lockset, door hinges, concealed flush bolt and door stopper
		Master Bathroom door and walk-in closet door	Hollow core timber sliding door		Sliding door track set and lockset with handle
		Pipe duct door at G/F	Plywood timber door	Timber veneer	Door hinges
		Pipe duct door at 1/F and 2/F		Plastic laminate and paint	Lockset, door hinges and magnetic door catch
		Pipe duct door at R/F		Plastic laminate	
		Cat ladder access door at R/F		Timber veneer	Door hinges
		Yard door at G/F	Aluminium frame sliding door	Clear low iron tempered glass	Sliding door track set and handle with lockset
		Yard door at G/F	Aluminium frame sliding and folding door		Sliding and folding track set, hinges, handle and lockset
		Balcony door at 1/F		Insulated glass unit (clear low iron tempered glass and clear low iron tempered glass with low-e coating)	Sliding and folding track set, hinges and handle
		Balcony door at 1/F	Aluminium door		Lockset, door hinges, handle and door stopper
		Light well door at 1/F	Aluminium frame sliding door	Laminated glass (clear low iron heat strengthened glass, polyvinyl butyral (PVB) and clear low iron tempered glass)	Sliding door track set and handle with lockset
		Light well door at 2/F			
		Balcony door at 2/F			
		Roof door	Aluminium door	Clear low iron tempered glass	Lockset, door handle and door hinges
		Pump room door at R/F	Metal door	Natural stone	Lockset and door hinges
		Metal gate at A/C area at R/F	Metal gate	Aluminium	

		(i) Type of fittings and equipment	Material of fittings and equipment	
B	Bathroom (Master Bathroom, Bathroom1, Bathroom2, Bathroom3, Bathroom4, Powder Room and Lavatory)	Cabinet	Counter-top	Natural stone
			Cabinet	Timber basin cabinet with decorative glass, paint and stainless steel is provided for Bathroom1, Bathroom2, Bathroom3 and Bathroom4
				Timber basin cabinet with natural stone, timber veneer and paint is provided for Master Bathroom
				Timber basin cabinet with natural stone, stainless steel and paint is provided for Powder Room
				Timber mirror cabinet with mirror and stainless steel is provided for Bathroom1, Bathroom2, Bathroom3 and Bathroom4
				Timber mirror cabinet with mirror, stainless steel and paint is provided for Master Bathroom
				Timber mirror cabinet with mirror, stainless steel and nature stone is provided for Powder Room
				Timber cabinet above concealed cistern with natural stone, decorative glass and stainless steel is provided for Bathroom1, Bathroom2, Bathroom3 and Bathroom4
		Timber cabinet above concealed cistern with stainless steel is provided for Master Bathroom		
		Bathroom fittings and equipment	Wash basin mixer	Metal
			Wash basin	Ceramic wash basin for Lavatory Titanceram wash basin for Bathroom1, Bathroom2, Bathroom3 and Bathroom4 Artificial crystal wash basin for Master Bathroom Glass wash basin for Powder Room
			Water closet	Ceramic
			Toilet paper holder	Metal
			Towel rail	
			Towel hook	
Towel heater rack	Metal towel heater rack is provided for Master Bathroom Please refer to the ‘‘Appliances Schedule’’			
Cosmetic mirror	Metal and mirror is provided for Master Bathroom Please refer to the ‘‘Appliances Schedule’’			
(ii) Type and material	Cold water pipe	Copper water pipes		

		of water supply system	Hot water pipe	Copper water pipes with thermal insulation
		(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)	Shower	Metal
			Shower compartment	Tempered glass
			Bath tub	Marble form
		(iv) Size of bath tub, if applicable	Master Bathroom: 1680mm(L) x 800mm(W) x 550mm(D)	

			Material		
C	Kitchen	(i) Sink Unit	Stainless steel		
		(ii) Water supply system	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply/hot water return		
			Material and Finishes		
		(iii) Kitchen cabinet	Timber kitchen cabinet with plastic laminate and door panel of timber finish and metal finish		
		(iv) Type of all other fittings and equipment	Other fittings	Metal sink mixer	
Other equipment	Please see "Appliances Schedule"				
			Fittings	Type	Material
D	Bedroom (Master En-suite, En-suite 1, En-suite 2, En-suite 3 and En-suite 4)	Fittings (including built-in wardrobe)	Built-in wardrobe	Not applicable	Not applicable
			Other fittings	Not applicable	Not applicable
E	Telephone	Telephone connection point(s) is/are provided			
F	Aerials	TV aerial outlet(s) is/are provided			
			Fittings		
G	Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings	Faceplate for all switches and power sockets	
			Safety devices	Three phase electricity supply with miniature circuit breaker distribution board	
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed ¹		
H	Gas supply	Type	Towngas		
		System	Separate gas meter with gas supply pipe is provided and connected to gas hob and gas water heater		
I	Washing machine connection point	Design	Drain point of a diameter of 32mm and water point of a diameter of 22mm are provided for washing machine		
J	Water supply	(i) Material of water pipes	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply/hot water return		
		(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed ²		
		(iii) Whether hot water is available	Hot water supply to Kitchen, Master Bathroom, Bathroom1, Bathroom2, Bathroom3, Bathroom4, Powder Room and Lavatory		

4. Miscellaneous

A	Lifts	(i) Brand name and model number	Brand name	OTIS	
			Model number	OTIS GeN2-Regen	
		(ii) Number and floors served ³	Number of lifts	5	
			Floor served by the lifts	Lift (L1) : G/F – R/F of Unit A Lift (L2) : G/F – R/F of Unit B Lift (L3) : G/F – R/F of Unit C Lift (L5) : G/F – R/F of Unit D Lift (L6) : G/F – R/F of Unit E	
			Water Meter	Electricity meter	Gas meter
B	Water meter, electricity meter and gas meter	(i) Location	Common water meter cabinet	Common electric meter room	Corridor for maintenance only
		(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter

5. Security Facilities

Security system and equipment	CCTV	CCTV system is provided in lifts of each residential property connecting to the security room CCTV cameras are provided at UR/F stone coping facing adjacent lots connecting directly to the security room
Details of built-in provisions	Door phone with panic alarm function connecting to the security room	

6. Appliances

Please refer to the “Appliances Schedule”

Notes:

- Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, block walls, designated pipe ducts or other materials.
- Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, block walls, designated pipe ducts or other materials.
- Lift (L4) is omitted.

Appliances Schedule 設備說明表

Location 位置	Description 描述	Brand Name 品牌名稱	Model 產品型號	G/F, 1/F, 2/F, Roof, Upper Roof & Top Roof 地下、1樓、2樓、天台、上層天台及頂層天台				
				A	B	C	D	E
Living and Dining Room, Master En-suite, En-suites 1-4, Kitchen and Utility 客飯廳、主人套房、套房 1-4、廚房 及工作間	VRV Indoor Unit 多聯式分體式冷氣機(室內機)	Daikin 大金	FXDQ25PBVE	✓	✓	✓	✓	✓
			FXDQ40NBVE	✓	✓	✓	✓	✓
			FXDQ50NBVE	✓	✓	✓	✓	✓
			FXDQ63NBVE	✓	✓	✓	✓	✓
			FXAQ20PVE	✓	✓	✓	✓	✓
Roof Air-Conditioning Area 天台冷氣機位置	VRV Outdoor Unit 多聯式分體式冷氣機(室外機)	Daikin 大金	RXYQ12TAY1(E)	✓	✓	✓	✓	✓
			RXYQ14TAY1(E)	✓	✓	✓	✓	✓
Kitchen 廚房	Built-in Combination Steam Oven 嵌入式蒸焗爐	Miele	DGC 6800	✓	✓	✓	✓	✓
	Built-in Oven 嵌入式焗爐	Miele	H 6860 BP	✓	✓	✓	✓	✓
	Built-in Food Warming Drawer 嵌入式食物保溫櫃	Miele	ESW 6229 X	✓	✓	✓	✓	✓
	Built-in Domino Induction Hob 嵌入式電磁爐	Miele	CS 1222 I	✓	✓	✓	✓	✓
	Built-in Domino Gas Hob (Single Head Burner) 嵌入式煤氣煮食爐(單頭)	Miele	CS 1028 G	✓	✓	✓	✓	✓
	Built-in Domino Gas Hob (Double Head Burner) 嵌入式煤氣煮食爐(雙頭)	Miele	CS 1013-1	✓	✓	✓	✓	✓
	Cooker Hood 抽油煙機	Miele	DA 5320 W	✓	✓	✓	✓	✓
	Side-by-side Refrigerator [#] 雙門雪櫃	Sub-Zero [#]	ICBBI-48S/S/TH [#]	✓	✓	✓	✓	✓
	Built-under Wine Cellar 枱下式酒櫃	Sub-Zero	ICBUW-24/S		✓	✓	✓	
	Wine Cellar 酒櫃	Sub-Zero	ICBIW-24	✓				✓

	Gas Water Heater 煤氣熱水爐	TGC 中華煤氣	TNJW221TFQL	✓	✓	✓	✓	✓
	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK200B1	✓	✓	✓	✓	✓
Pantry 備餐間	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓				
	Cooker Hood 抽油煙機	Unico	FH1000	✓				
	Cooking Hob 煮食爐	Unico	Square 1	✓				
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK200B1	✓	✓	✓	✓	✓
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE2H	✓	✓	✓	✓	✓
	Towel Heater Rail 毛巾發熱桿	Vola	T39EL/5-63	✓	✓	✓	✓	✓
	Cosmetic Mirror 化粧鏡	Windisch	99869/2-D-CU	✓	✓	✓	✓	✓
	Floor Heating System 地暖系統	Raychem 瑞侃	T2Blue	✓	✓	✓	✓	✓
Bathroom 1 浴室 1	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE2H	✓	✓	✓	✓	✓
Bathroom 2 浴室 2	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE2H	✓	✓	✓	✓	✓
Bathroom 3 浴室 3	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE2H	✓	✓	✓	✓	✓
Bathroom 4 浴室 4	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE2H	✓	✓	✓	✓	✓
Utility 工作間	Washer 洗衣機	Miele	WCI 660	✓	✓	✓	✓	✓

	Dryer 乾衣機	Miele	TCJ 680 WP	✓	✓	✓	✓	✓
Lavatory 洗手間	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
Store 儲物室	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
Gas Heater Cabinet 煤氣熱水爐櫃	Gas Water Heater 煤氣熱水爐	TGC 中華煤氣	TNJW221TFQL	✓	✓	✓	✓	✓
	Exhaust Fan 抽氣扇	Ostberg 奧斯博格	LPK125B1-c	✓	✓	✓	✓	✓
Pump Room 泵房	Exhaust Fan 抽氣扇	GELEC 香港通用電器	AXIS-Q 250 4E	✓	✓	✓	✓	✓
	Fresh Water Pumps 食水泵	Drakos Polemis	SV8-160	✓	✓	✓	✓	✓
	Flushing Water Pumps 沖廁水泵	Drakos Polemis	MS.E32 V5	✓	✓	✓	✓	✓

“✓” means such appliance(s) is/are provided or installed in the residential unit.

Note:

1. Refrigerator marked with “#” contains an ice maker. To use the ice maker a water supply point has to be connected to such refrigerator. No water supply point is/will be provided for connecting such refrigerator in the actual unit. The Vendor does not represent or warrant that the purchasers can install water supply point in the actual unit for connecting such refrigerator.

“✓” 表示此設備於該住宅單位內提供或安裝。

註：

1. 標有“#”之雪櫃設有製冰器。此等雪櫃須接駁供水方能使用製冰器。實際單位並無/ 將無設置供水接駁點予此等雪櫃使用。賣方也不陳述或保證買方能於實際單位中設置予此等雪櫃使用的供水接駁點。

附表 III Schedule III

就第 9 條而言，“對買方的警告”內容如下：

For the purposes of clause 9, the following is the "Warning to Purchasers":

1. 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
3. **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

對買方的警告

請小心閱讀

WARNING TO PURCHASERS

PLEASE READ CAREFULLY

物業 Property: 香港九龍嘉林邊道 2 號嘉琳 _____ 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit _____ (including the balconies, yard, stairhood and roof held therewith),
2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。 Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)

買方 _____ HKID/Other ID/BR No.: _____

Purchaser(s) : _____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

1. 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
2. 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
3. **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
4. 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
5. 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

我/我們謹此確認已收到此警告之副本及完全明白此警告之內容。

I/We hereby acknowledge receipt of a copy of this warning and fully understand the contents thereof.

買方簽署 Signed by the Purchaser(s) : _____

日期 Date: _____

VENDOR'S INFORMATION FORM 賣方資料表格

This Vendor's Information Form is provided by the Vendor.

本賣方資料表格由賣方提供。

Name and Location of The Development 發展項目的名稱與地點	2 GRAMPIAN ROAD, NO. 2 GRAMPIAN ROAD, KOWLOON, HONG KONG 香港九龍嘉林邊道 2 號嘉琳
Property 物業	Unit A (including the balconies, yard, stairhood and roof held therewith) A 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Vendor 賣方	KING RAYS LIMITED 明帝有限公司
(a) The amount of the management fee that is payable for the Property 須就物業支付的管理費用的款額	: Not determined yet 尚未釐定
(b) The amount of the Government rent (if any) that is payable for the Property 須就物業繳付的地稅 (如有的話) 的款額	: HK\$/每季港幣\$9,855.00 per quarter
(c) The name of the owners' incorporation (if any) 業主立案法團 (如有的話) 的名稱	: None 無
(d) The name of the manager of the Development 發展項目的管理人的姓名或名稱	: Chissay (Property Management) Limited 捷盛 (物業管理) 有限公司
(e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知	: None 無
(f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	: None 無
(g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響物業的任何待決的申索	: None 無

Date of printing / 印製日期: 13 November 2024 / 2024 年 11 月 13 日

I/We, the undersigned, hereby acknowledge and confirm that I/we have received this form and am/are fully aware of the above prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

我/我們，即下述簽署人，謹此確認在簽署上述物業之臨時買賣合約之前，我/我們已收到此表格並完全獲悉以上事項。

Signed by the Purchaser(s) 買方簽署:

Name of the Purchaser(s) 買方姓名:

Date 日期:

物業參觀確認函 Acknowledgement Letter for Viewing of Properties

致To： 明帝有限公司（「賣方」）
KING RAYS LIMITED（“Vendor”）

物業 Property:	香港九龍嘉林邊道 2 號嘉琳 _____ 單位 (包括連帶持有的露台、庭院、梯屋及天台) Unit _____ (including the balconies, yard, stairhood and roof held therewith), 2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong <i>(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)</i>
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買方名稱 Name(s) of Purchaser(s)	香港身份證/其他證件/商業登記號碼 HKID/Other ID/BR No(s).

我/我們，即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：

I/We, the undersigned, hereby confirm the matters below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

請在以下合適的空格加上「✓」

Please check the appropriate boxes below by 「✓」：

<input type="checkbox"/> 我/我們謹此確認於簽署上述物業之臨時買賣合約前，賣方已開放上述物業供本人/我們參觀。 I/We hereby confirm that the Vendor has made the Property available for viewing by me/us prior to my/our signing of the preliminary agreement for sale and purchase of the Property.
及 AND
<input type="checkbox"/> 我/我們已於下述日期，簽署上述物業之臨時買賣合約之前參觀過上述物業。 I/we have viewed the Property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property. 參觀上述物業日期 Date of viewing of the Property : _____
或 OR
<input type="checkbox"/> 我/我們謹此確認我/我們同意在不參觀上述物業的情況下，簽署上述物業之臨時買賣合約。 I/We hereby confirm that I/we agree to sign the preliminary agreement for sale and purchase of the Property without visiting the Property.

買方簽署 Signed by the Purchaser(s)

日期 Date

物業狀況確認函

Acknowledgement Letter regarding Physical State of Property

物業 Property: 香港九龍嘉林邊道 2 號嘉琳____單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit _____ (including the balconies, yard, stairhood and roof held therewith),
2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)

賣方 Vendor: 明帝有限公司 King Rays Limited

買方 : _____ HKID/Other ID/BR No.: _____
Purchaser(s) _____ HKID/Other ID/BR No.: _____
_____ HKID/Other ID/BR No.: _____
_____ HKID/Other ID/BR No.: _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase: _____

(由賣方填寫 to be completed by the Vendor)

1. 買方於本確認函日期簽署臨時買賣合約購買上述物業。
The Purchaser(s) enter into a Preliminary Agreement for Sale and Purchase for the purchase of the Property on the date hereof.
2. 買方謹此確認於其簽署上述臨時買賣合約前已明白和接納以下事項：
The Purchaser(s) hereby acknowledge and confirm his/her/its understanding and acceptance the following matters prior to signing of the Preliminary Agreement for Sale and Purchase of the Property:-
 - a. 買方購買上述物業時完全知悉及確認安放於上述物業作展示目的之傢俱和物件（如有）（售樓說明書內列明上述物業附設之裝置、裝修物料及設備除外）將不會於完成買賣時連同上述物業交予買方。
The Purchaser(s) purchases with full knowledge and confirm that the furniture and chattels placed at the Property for display purpose (if any) (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) **will not** be provided and delivered to the Purchaser(s) upon completion of the sale and purchase of the Property. [clause 2a apply for Unit D only]
 - b. 買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之狀況，且將以其現狀接受本物業及其內之裝置、裝修物料及設備。
The Purchaser(s) purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
 - c. 買方已視察上述物業內的內部地板、門及天然石材（統稱為「交樓標準」）並且完全滿意交樓標準的狀況、顏色及/或紋理。
The Purchaser(s) has inspected the internal floor, doors and natural stone (collectively “Handover Standard”) and is fully satisfied with the condition, colour and pattern of the Handover Standard.
3. 買方謹此確認及聲明其同意購入上述物業時已完全知悉並接受和同意上述事項。
The Purchaser(s) hereby confirm and declare that he/she/it has agreed to purchase the Property with full knowledge and accept and agree of the above.
4. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s) : _____

日期 Date: _____ (由賣方填寫 to be completed by the Vendor)

確認函（有關消防裝置）
Acknowledgement Letter (regarding Fire Services Installations)

物業
Property: 香港九龍嘉林邊道 2 號嘉琳____ 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit ____ (including the balconies, yard, stairhood and roof held therewith),
2 Grampian Road, No.2 Grampian Road, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。)
Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)

賣方 Vendor: 明帝有限公司 King Rays Limited

買方 _____ HKID/Other ID/BR No.: _____

Purchaser(s): _____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase: _____

於本文件中：
In this document:

- (a) 「發展項目」指香港九龍嘉林邊道 2 號嘉琳已建成的發展項目；
“Development” means the completed development known as 2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong;
- (b) 「臨時合約」指賣方與買方簽立關於上述物業的臨時買賣合約；及
“PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s); and
- (c) 「公契」指發展項目的大廈公契及管理合約的最新擬稿。
“DMC” means the latest draft of Deed of Mutual Covenant and Management Agreement of the Development.
- (d) 「該地段」指位於土地註冊處註冊地段編號為新九龍內地段第 2577 號的該整幅土地。
“Lot” means all that piece or parcel of ground registered in the Land Registry as New Kowloon Inland Lot No.2577.

1. 我／我們現確認我／我們明白上述物業屬於設有屋宇署及／或消防處所規定的消防裝置

(以下第 2(a) 段內所述) 之住宅單位而按照公契規定，住宅單位的業主須遵守公契內包括但不限於第三附表第 21 及 58 條的規定，自費遵守和履行有關上述消防裝置之契諾、責任和限制，我／我們並須促使上述物業的住客、租客及佔用人遵守及履行上述的契諾、責任和限制。

I/We hereby acknowledge that I/we am/are aware of and understand that the Property is a residential unit containing fire services installations (hereinafter referred to in paragraph 2(a)) required by the Buildings Department and/or the Fire Services Department and that under the DMC, owners of such residential units shall comply with the provisions of the DMC including Clauses 21 and 58 of the Third Schedule of the DMC and at his own costs and expenses observe and comply with the covenants, obligations and restrictions to be observed and performed concerning the said fire services installations and shall cause the residents, tenants and occupiers of the Property to observe and comply with the same.

2. 我／我們現確認我／我們明白須遵守及履行以下規定：

I/We hereby acknowledge that I/we am/are aware of and understand that I/we am/are required to observe and perform the following requirements:

- (a) 所有業主皆不可以對任何消防裝置及/或滅火設施及器具作出移除或改動或干擾或對該等消防花灑系統或消防裝置及/或滅火設施及器具容許任何行為以引至構成違反香港法例(第 95 章) 消防條例或任何其他相關法例、附例或規則或任何主管機關不時發出或送達之通告命令或指示，包括但不限於裝設於其住宅單位內之消防裝置。假若任何業主需要對任何灑水頭及/或感煙式探測器作出伸延或對消防裝置及/或滅火設施及器具作出移除或改動，除了要事先獲得管理人批准外，該等工程必須由管理人或其委派或批准之承建商施工，工程由管理人以其認為合適的方式進行，所有費用由該業主負責。再者，每位業主須在政府批地文件年期內自費對該地段及發展項目及其住宅單位(如適用)提供及保持可供消防器具及消防人員通行的通道，以達致令消防處滿意的程度，並須就上述目的或消防處不時要求之目的而同意其通行；

No Owner shall remove or make any alteration to or interfere with any fire services installations and/or fire-fighting facilities and equipment or suffer to be done anything to such sprinkler system or fire services installations and/or fire-fighting facilities and equipment which would constitute a breach of the Fire Services Ordinance (Cap. 95) or any other relevant legislations, by-laws or regulations or any notices orders or directions issued or served by any competent authorities from time to time, including but not limited to such fire services installations installed in his Residential Unit. If any extension of the sprinkler heads and/or smoke detectors or removal of or alteration to the fire services installations and/or fire-fighting facilities and equipment shall be required by any Owner then such works, subject to the prior approval of the Manager, shall be carried out by the Manager or any contractor appointed or approved by the Manager at the expense of such Owner and in such manner as the Manager shall think fit. In addition, each Owner shall at his own expense throughout the term of the Government Lease and to the satisfaction of the Fire Services Department provide and maintain an access for fire appliances and fire personnel to the Lot and the Development, and to his Residential Unit as the case may be to the satisfaction of the Fire Services Department and shall permit an access thereof for such purposes and at such time or times as the Fire Services Department may require;

- (b) 每位住宅單位的業主須遵守香港法例(第 95 章) 消防條例或任何其他相關法例、附例或規則或任何主管機關不時發出或送達之通告命令或指示;
Each Owner of the Residential Unit shall observe and comply with the Fire Services Ordinance (Cap. 95) and any other relevant legislations, by-laws or regulations and any notices orders or directions issued or served by any competent authorities from time to time;
- (c) (i) 每位住宅單位的業主不可移除、更改或阻擋構成其住宅單位一部分或若干部分的消防裝置，包括但不限於置於其住宅單位內之滅火筒；
An Owner of the Residential Unit shall not remove, alter or obstruct the fire services installations forming part or parts of his Residential Unit, including but not limited to the fire extinguishers placed in the Residential Unit.
- (ii) (如上述物業為 B, C 或 D 單位，則此條文不適用) 此外，A 單位及 E 單位的每名業主均不可移除或更改安裝於 A 單位及 E 單位各別天台的煤氣熱水爐櫃之不可低於 60 分鐘完整性及隔熱性耐火效能的全高度防火板；
(This provision is not applicable if the Property being Unit B, C or D) In addition, each Owner of Unit A and Unit E shall not remove or alter the full height FRR Board -/60/60 (fire resistance rating board with minimum fire resistance rating - /60/60) installed at the gas heater cabinet on the Roof Floor of each of Unit A and Unit E;
- (d) 住宅單位的業主需自費檢查、保養及和進行對構成其住宅單位一部分或若干部分的消防裝置必須進行的維修，保養及/或更換工作，所需的該等工程必須由管理人或其委派或批准之承建商施工，工程由管理人以其認為合適的方式進行。業主並須促使其住宅單位的住客、租客及佔用人遵守及履行上述的契諾、責任和限制。每位住宅單位之業主須獲得管理人的事先書面批准方可對其消防裝置作出維修、保養及/或更換；及
An Owner of the Residential Unit shall at his own costs and expense inspect, maintain and carry out all necessary works for the repair, maintenance and/or replacement of the fire services installations which form part or parts of his Residential Unit which shall be conducted by the Manager or any contractor appointed or approved by the Manager and in such manner as the Manager shall think fit, and shall cause the residents, tenants and occupiers of his Residential Unit to observe and comply with the same. An Owner of the Residential Unit must obtain the prior written approval of the Manager for the repair, maintenance and/or replacement of such fire services installations; and
- (e) 住宅單位的業主需准許管理人或其委派或批准之承建商對設置於其住宅單位內之消防裝置作出年度或其他保養、測試及使用，且由管理人以其認為合適的方式進行，並需同意管理人或其委派或批准之承建商進入其住宅單位以進行前述之保養、測試及使用，該等保養、測試及使用之費用由該業主負責。以達至釋疑，該等消防裝置之任何保養證明書須由管理人或其委派或批准之承建商呈遞而相關業主負責費用。
An Owner of the Residential Unit shall allow the fire services installations installed in his Residential Unit to be subject to annual or other maintenance, testing and commissioning conducted by the Manager or any contractor appointed or approved by the Manager and

in such manner as the Manager shall think fit, and shall allow access to his Residential Unit to the Manager and the aforesaid contractor for the purpose of carrying out the aforesaid maintenance, testing and commissioning, such maintenance, testing and commissioning shall be at the cost of the Owner concerned. For the avoidance of doubts, any maintenance certificate of such fire services installations shall be submitted by the Manager or any contractor appointed or approved by the Manager at the cost of the Owner concerned.

3. 我／我們確認明白上文第 2 段內所述之條款為相關公契的條款之摘要，僅供參考，一切均以最後生效之公契之條款為準，另我／我們亦確認於簽訂臨時合約前已獲建議細閱公契（於售樓處及發展項目的互聯網網站有所提供）及尋求獨立專業意見。

I/We hereby acknowledge that the provisions mentioned in paragraph 2 above are only a summary of the DMC provisions concerned, which are for reference only and subject to the final effective terms of the DMC and that I/we have been advised to, before entering into the PASP, peruse the DMC (which is available at the sales office and on the website of the Development) and seek independent professional advice.

4. 我／我們確認及聲明我／我們同意購入上述物業時已完全知悉上述之契諾、責任和限制，並將完全遵守及履行該等契諾、責任和限制。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, provisions and restrictions and shall fully observe and comply with the same.

5. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。

The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

買方簽署 Signed by the Purchaser(s)

日期 Date: _____

九龍仔業主會普通會籍被提名權確認函

Acknowledgement Letter regarding the Nomination Right for Associate Membership of Kowloon Tsai Home Owners Association

物業 Property: 香港九龍嘉林邊道 2 號嘉琳 _____ 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit _____ (including the balconies, yard, stairhood and roof held therewith),
2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)

賣方 Vendor: 明帝有限公司 King Rays Limited

買方 _____ HKID/Other ID/BR No.: _____

Purchaser(s): _____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase: _____

(由賣方填寫 to be completed by the Vendor)

於本文件中：

In this document:

- (a) 「臨時合約」指賣方與買方簽立關於上述物業的臨時買賣合約；及
“PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s) ; and
- (b) 「買賣合約」指按臨時合約簽立之上述物業的正式買賣合約；及
“ASP” means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP; and
- (c) 「轉讓契」指賣方與買方按照買賣合約而簽立關於上述物業的轉讓契。
“Assignment” means the assignment of the Property entered into by the Vendor and the Purchaser(s) pursuant to the ASP.

就買方於本確認函日期簽訂臨時合約購買上述物業，賣方現謹此確認，賣方或其代理人將向買方免費提供九龍仔業主會（「該會」）普通會籍（「該會籍」）之 1 名被提名權（「該利益」），惟受制於以下條款及條件:-

In connection with the purchase of the Property by the Purchaser(s) under the PASP entered into on the date hereof, the Vendor hereby confirms that the Vendor or its agent(s) will provide the Purchaser(s) with a nomination right for one (1) Associate Membership (the “Membership”) of Kowloon Tsai Home Owners Association (the “Association”) (the “Benefit”) free of charge, but subject to the following terms and conditions:-

1. 買方須於簽署臨時合約的日期後的 5 個工作日內按臨時合約之條款及條件簽立買賣合約。
The Purchaser(s) shall execute the ASP within 5 working days after the date of signing the PASP in accordance with the terms and conditions contained in the PASP.
2. 買方須於臨時合約及買賣合約規定的限期內支付加付訂金、部份樓價及樓價餘款，並須履行及遵守臨時合約和買賣合約所有條款及條件，及須根據該等條款及條件完成上述物業的買賣。
The Purchaser(s) shall make payment of further deposit, part payment of purchase price and balance of purchase price within the time specified in the PASP and the ASP and shall comply with and observe all the terms and conditions in the PASP and the ASP and shall complete the purchase of the Property in accordance with such terms and conditions.
3. 該會籍是按該會定義的「普通會籍」。

The Membership shall have the meaning of “Associate Membership” defined by the Association.

4. 買方須於簽立關於上述物業的轉讓契後 30 日內向賣方提交其指定申請該會籍人士(「指定申請人」)的資料作賣方或其代理人向該會提名其指定申請人申請該會籍用途。買方逾期提交或沒有提交此資料，則當作買方無條件放棄該利益，買方將不得亦不會向賣方或其任何代理人追討任何索償。
The Purchaser(s) shall provide the Vendor with the information of his/her/its designated person (“Designated Applicant”) within 30 days after signing of the Assignment for the purchase of the Property for nominating such Designated Applicant to apply for the Membership of the Association by the Vendor or its agent(s). Late or fail to provide such information by the Purchaser(s) will be regarded as giving up the Benefit unconditionally that he/she/it is not entitled to and will not claim against the Vendor or any of its agent(s).
5. 賣方或其代理人只負責代指定申請人支付該會籍的人會費用予該會。指定申請人須自行負責所有其他費用及支出(包括但不限於作為申請該會籍及保留該會籍的申請費、月費/年費或其他該會不時指定的費用或收費)。The Vendor or its agent(s) is responsible for the payment of the entrance fee of the Membership of the Designated Applicant to the Association only. The Designated Applicant is and shall be responsible for all other costs and expenses (including but not limited to application fee, monthly/annual subscription fee, or any other fees or charges required by the Association for the application of the Membership and the maintenance of the Membership at the Association from time to time).
6. 買方謹此確認已完全明白指定申請人就該會籍的申請將由該會獨立處理及有最終決定權，賣方或其代理人無權控制或影響該會就指定申請人申請該會籍作出之任何決定。就此，賣方或其代理人就該會籍之申請成功與否及該會就其申請所須之時間或文件不作任何承諾。如指定申請人就上述的申請因任何原因被拒絕或增加任何附加條件，買方或指定申請人不得亦不會向賣方或其任何代理人追討任何索償。
The Purchaser(s) hereby acknowledge he/she/it is fully aware that the application of the Designated Applicant for the Membership will be processed by the Association independently and the approval is entirely at the discretion of the Association. The Vendor or its agent(s) has not control of or influence over the decision to be made by the Association. As such, the Vendor or its agent(s) does not warrant any successful application for the Membership of the Association or the time or documentation required for application of the Membership. Should the application of the Designated Applicant for the Membership of the Association be, for any reasons, rejected or imposed of any additional requirement(s), the Purchaser(s) or the Designated Applicant agrees unconditionally that he/she/it is not entitled to and will not claim against the Vendor or any of its agent(s).
7. 該會籍之申請及該會籍受該會所訂之條款及條件約束，指定申請人須直接與該會接洽有關該會或該會籍之一切事項及申請會籍之事宜。
Application of the Membership and the Membership are subject to all terms and conditions of the Association. The Designated Applicant shall liaise directly with the Association for the application of and all information or matters relating to the Membership.
8. 在買方完全遵守及履行於本確認函、臨時合約及買賣合約所協定的條款及條件的前提下，及在該物業買賣交易完成時及買方收到賣方提交指定申請人的資料後，賣方或其代理人將以其認為合適之時間或方式向該會遞交該提名。
Subject to the full observance and compliance with the terms and conditions as set out in this Acknowledgement Letter, the PASP and the ASP on the part of the Purchaser(s), and upon completion of the sale and purchase of the Property and after receiving the information of the Designated Applicant from the Purchaser(s), the Vendor or its agent(s) will submit such information to the Association in such time or manner as the Vendor or its agent(s) may think appropriate for nominating to apply the Membership.
9. 當賣方或其代理人根據上述第 8 段向該會遞交提名時，該利益將被視作交予買方，賣方在本確認函的所有義務及責任（如有）將完全解除。
Upon submission of the nomination from the Vendor or its agent(s) to the Association in accordance with paragraph 8 above, the Benefit is deemed to be delivered to the Purchaser(s), all obligations and liabilities of the Vendor under this Acknowledgement Letter (if any) shall be absolutely discharged.
10. 若買方未能遵守或履行本確認函、臨時合約或買賣合約內任何條款及條件，賣方有權即時撤銷該利益及/或要求其終止申請該會籍，且並不損害賣方於本確認函、臨時合約、買賣合約或其他適用法律下之其他權利及申索。
In the event that the Purchaser(s) fails to observe or comply with any of the terms and conditions contained in this Acknowledgement Letter, the PASP or the ASP, the Vendor shall be entitled to withdraw the Benefit and/or request the termination of the application of the Membership forthwith without prejudice to the Vendor’s other rights and claims under this Acknowledgement Letter, the PASP, the ASP or other applicable laws.
11. 賣方不會就該利益作出任何保證或陳述，如有任何爭議，賣方之最終決定為準。

No warranty or representation whatsoever has been made by the Vendor in respect of the Benefit. In case of any dispute, the decision of the Vendor shall be final.

12. 所有根據本確認函條款及條件賦予買方之權利及利益均不能轉讓及轉移，及只能由買方本人行使及享用。
All the rights and benefits conferred on the Purchaser(s) upon the terms and conditions of this Acknowledgement Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser(s) personally.
13. 本確認函為一獨立於買方購買上述物業、臨時合約及買賣合約之協議，本確認函任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方於臨時合約及買賣合約下之所有權利及濟助均不受本確認函影響。本確認函任何內容或本確認函任何一方未能遵守或履行其於本確認函下之任何責任均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本確認函內之責任，買方仍須遵守及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買該物業。
This Acknowledgement Letter constitutes an agreement independent from the purchase of the Property by the Purchaser(s), the PASP and the ASP and nothing in the contents of this Acknowledgement Letter shall be deemed to supersede or vary any terms and/or conditions of the PASP or the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Acknowledgement Letter. Nothing herein contained or any failure by any party hereto to observe or comply with any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP or the ASP, or the rights, duties or obligations of the parties to the PASP or the ASP. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser(s) shall remain liable to be bound to observe and comply with all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the provisions of the PASP and the ASP.
14. 如賣方未能於上述物業買賣成交後按本確認函的條款和條件將該利益交予買方（不論基於任何原因），買方無權享有任何濟助或賠償，亦不得以此為理由終止或撤銷買賣合約或要求降低該物業的售價。本段並不影響第 13 段之概括性。
Any failure on the Vendor's part (due to any reason whatsoever) to deliver the Benefit to the Purchaser(s) after completion of the sale and purchase of the Property in accordance with the terms and conditions of this Acknowledgement Letter, the Purchaser(s) shall not be entitled to any remedy or damage whatsoever or to terminate or rescind the ASP or to request for a reduction of the purchase price for the Property. This paragraph shall not prejudice the generality of paragraph 13.
15. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士(如適用)一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。
Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter (if applicable), a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.
16. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

賣方簽署 Signed by the Vendor

經全面及謹慎地考慮本確認函之內容後，我/我們同意接受本確認函及受本確認函所有條款及條件規限。
After due and careful consideration of the content of this Acknowledgement Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

買方簽署 Signed by the Purchaser(s)

日期 Date : _____ (由賣方填寫 to be completed by the Vendor)

附函（有關先住後付優惠）
Side Letter (regarding Early Move-in Benefit)

物業 Property: 香港九龍嘉林邊道 2 號嘉琳 _____ 單位 (包括連帶持有的露台、庭院、梯屋及天台)
Unit _____ (including the balconies, yard, stairhood and roof held therewith),
2 Grampian Road, No. 2 Grampian Road, Kowloon, Hong Kong

(請填上作出要約購買的住宅物業，須與臨時買賣合約下的住宅物業相同。Please insert the residential property(ies) offered to be purchased, which shall be the same as the residential property(ies) under the preliminary agreement for sale and purchase.)

賣方 Vendor: 明帝有限公司 King Rays Limited

買方 _____ HKID/Other ID/BR No.: _____

Purchaser(s): _____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

_____ HKID/Other ID/BR No.: _____

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase: _____

(由賣方填寫 to be completed by the Vendor)

於本文件中：

In this document:

- (a) 「臨時合約」指賣方與買方簽立關於上述物業的臨時買賣合約；及
“PASP” means the preliminary agreement for sale and purchase in respect of the Property entered into by the Vendor and the Purchaser(s); and
- (b) 「買賣合約」指按臨時合約簽立之上述物業的正式買賣合約；及
“ASP” means the formal agreement for sale and purchase of the Property entered into pursuant to the PASP; and
- (c) 「轉讓契」指賣方與買方按照買賣合約而簽立關於上述物業的轉讓契。
“Assignment” means the assignment of the Property entered into by the Vendor and the Purchaser(s) pursuant to the ASP.

1. 在買方滿足以下先決條件的前提下，賣方可給予買方許可證以准許買方以許可人的身份在該物業買賣交易完成前佔用該物業（「優惠」）：

Subject to the conditions precedent below being satisfied by the Purchaser, the Vendor may grant a licence to the Purchaser to occupy the Property as a licensee prior to the completion of sale and purchase of the Property (the “Benefit”):

- a. 買方須向賣方遞交買方已簽妥的先住後付優惠的申請表格（「申請表格」），但不可早於臨時合約的日期後的 30 日；及
The Purchaser shall duly sign and submit an application form for the Early Move-in Benefit (the “Application Form”) to the Vendor not earlier than 30 days after the date of PASP; and
- b. 買方已簽署賣方指定格式及內容之許可協議及其他所需文件；及
The Purchaser has signed the Licence Agreement and other required documents in the Vendor’s prescribed form and content; and
- c. 買方已根據買賣合約向賣方繳付不少於成交金額 25%；及
The Purchaser has paid to the Vendor not less than 25% of the Transaction Price pursuant to the ASP;
- d. 買方已於簽署許可協議時向賣方繳付相等於成交金額 5% 之不可退還許可證費用及 HK\$4,000,000.00 之許可證按金（「許可證按金」）；及
The Purchaser has paid to the Vendor a non-refundable licence fee equivalent to 5% of the Transaction Price and a licence deposit of HK\$4,000,000.00 (the “Licence Deposit”); and
- e. 買方已同意許可期的首日不可早於全額支付上述 1(c) 及 1(d) 後的 7 日（為免疑問，實際生效日期須由買方及賣方確定作實），而許可期必須在買賣合約（包括所有修改後的買賣合約及補充合約）內訂明的完成該物業之買賣交易日或實際完成該物業之買賣交易日終止，以較早者為準；及
The Purchaser has agreed that the licence period shall not commence on a date earlier than 7 days after the full payment of 1(c) and 1(d) above (for the avoidance of doubt, the actual commencement date shall be determined by the Purchaser and the Vendor) and shall end upon the date of completion of sale and purchase of the Property as specified in the ASP (including all revised ASP and supplemental agreement(s)) or the actual date of completion of the sale and purchase of the Property, whichever is earlier; and

- f. 買方於簽署本附函已同意負責所有就許可協議而產生的印花稅裁定費及印花稅（如有）、法律費用、開支及稅項（如有）；及
The Purchaser has agreed to bear all stamp duty adjudication fee and stamp duty (if any), legal costs, expenses and tax (if any) arising from the Licence Agreement by signing this Side Letter; and
- g. 任何其他由賣方施加的條款及細則。
Any other terms and conditions as shall be imposed by the Vendor.
2. 買方須根據許可協議的條款支付許可期內該物業之管理費（包括管理費按金）、地租、差餉及所有其他雜費（統稱「**相關開支**」），如賣方支付了相關開支，則向賣方償還相關開支。
The Purchaser is liable to settle the management fees (including management fee deposit), Rates and Government Rent, and all other outgoings and expenses of the Property (collectively “**Relevant Expenses**”), or reimburse the Vendor for the Relevant Expenses if such are paid by the Vendor during the licence period pursuant to the terms of the Licence Agreement.
3. 買方須根據許可協議的條款支付許可期內該物業之所有公用事業服務收費及相關按金。
The Purchaser is liable to settle all utility charges for the Property and relevant deposit during the licence period pursuant to the terms of the Licence Agreement.
4. 買方於許可期內未得賣方書面同意不可於該物業進行任何工程，及不可改變該物業的內部布局或間隔或作出任何行為而導致經批准的建築圖則需要或可能需要修改。
The Purchaser shall not carry out any works to the Property without the prior written approval from the Vendor, and shall not alter the internal layout or partition of the Property or do anything which require or may require amendment(s) of the approved building plans.
5. 買方於許可期內不可出租、分租、許可、分許可、分享或分開擁有或佔用該物業或其任何部份。
The Purchaser shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Property or any part thereof during the licence period.
6. 買方於許可期內須自費維持和維護因買方或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害或損害的責任保險。保單須由賣方指定或批准的保險公司發出，並應為買方、賣方和發展項目的管理人提供保障，賣方可以指定保障金額，並包含一個條款，表明由此產生的保障範圍，未經賣方書面同意不得取消、修改或限制其條款和條件。
The Purchaser shall at his own costs and expenses during the licence period effect and maintain the insurance cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of the Purchaser or any related party. The policy of insurance shall be effected with an insurance company nominated or approved by the Vendor and shall provide cover for the Purchaser, the Vendor and the Manager of the Development and shall be in such amount as the Vendor may specify and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Vendor.
7. 如買方未能按買賣合約完全交易，在許可證終止後，買方須負責及向賣方支付將該物業及其裝置、裝修物料及設備恢復至許可期的開始日期時的狀況的費用和開支，且不損害賣方於買賣合約或其他適用法律下之其他權利及申索。
If the Purchaser fails to complete the sale and purchase in accordance with the ASP, the Purchaser shall be liable for and pay to the Vendor the costs and expenses to reinstate the Property and the fittings, finishes and appliances therein to the conditions as at the commencement date of the licence period upon the termination of the licence, without prejudice to the Vendor’s rights and claims against the Purchaser pursuant to the ASP or other applicable laws.
8. 若買方已選擇獲取該優惠，倘買方未能遵守、履行或符合本確認函、許可協議、臨時合約及買賣合約內任何條款或條件，賣方有權即時終止許可及/或撤回該優惠，且不損害賣方於許可協議、臨時合約及買賣合約及適用法律下之其他權利及申索。
If the Purchaser opts for obtaining the Benefit, in the event the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in this Acknowledgement Letter, the Licence Agreement, the PASP and ASP, the Vendor shall be entitled to terminate the licence and/or withdraw the Benefit forthwith without prejudice to the Vendor’s rights and claims against the Purchaser under this Acknowledgement Letter, the Licence Agreement, PASP, ASP and applicable laws.
9. 若買方已選擇獲取該優惠，如：(i) 該物業的每一期樓款及樓價將依照買賣合約訂定的日期付清（以賣方代表律師實際收到款項日期計算；必須嚴格遵行所有時間限制）；(ii) 該物業買賣將依照買賣合約訂定的日期或之前完成；(iii) 於該物業許可期中許可費用及許可證按金依照許可協議訂定的日期付清及 (iv) 臨時合約、買賣合約及許可協議的條款和條件全面均已遵守，則賣方會在該物業買賣完成時將該物業許可期中已支付之許可費用總數以現金回贈直接用於支付部份樓價餘款。賣方在成交後根據許可協議的條款退還予買方許可證按金或其餘額。
If the Purchaser has opted for obtaining the Benefit, if: (i) Purchase Price of the Property has been fully settled according to the date(s) stipulated in the ASP (the date of settlement shall be the actual date on which payment is received by Vendor’s solicitors; time shall be of the essence); (ii) the sale and purchase of the Property shall be completed on or before the date stipulated in the ASP; (iii) licence fee and the Licence Deposit has been fully paid according to the date stipulated in the Licence Agreement during the licence period of the Property and (iv) the terms

and conditions of the PASP, the ASP and the Licence Agreement have been complied with in all respects, the Vendor will apply the total sum of the licence fee paid during the licence period of the Property as cash rebate towards settlement of part of the balance of the Purchase Price upon completion of the sale and purchase of the Property. The Vendor shall refund to the Purchaser the Licence Deposit or the balance thereof subject to and pursuant to the terms of the Licence Agreement after completion.

10. 賣方不會就該利益作出任何保證或陳述，如有任何爭議，賣方之最終決定為準。
No warranty or representation whatsoever has been made by the Vendor in respect of the Benefit. In case of any dispute, the decision of the Vendor shall be final.
11. 所有根據本確認函條款及條件賦予買方之權利及利益均不能轉讓及轉移，及只能由買方本人行使及享用。
All the rights and benefits conferred on the Purchaser(s) upon the terms and conditions of this Acknowledgement Letter are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser(s) personally.
12. 本確認函為一獨立於買方購買上述物業、臨時合約及買賣合約之協議，本確認函任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方於臨時合約及買賣合約下之所有權利及濟助均不受本確認函影響。本確認函任何內容或本確認函任何一方未能遵守或履行其於本確認函下之任何責任均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本確認函內之責任，買方仍須遵守及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買該物業。
This Acknowledgement Letter constitutes an agreement independent from the purchase of the Property by the Purchaser(s), the PASP and the ASP and nothing in the contents of this Acknowledgement Letter shall be deemed to supersede or vary any terms and/or conditions of the PASP or the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Acknowledgement Letter. Nothing herein contained or any failure by any party hereto to observe or comply with any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP or the ASP, or the rights, duties or obligations of the parties to the PASP or the ASP. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, the Purchaser(s) shall remain liable to be bound to observe and comply with all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the provisions of the PASP and the ASP.
13. 如賣方未能按本確認函的條款和條件將該利益交予買方（不論基於任何原因），買方無權享有任何濟助或賠償，亦不得以此為理由終止或撤銷買賣合約或要求降低該物業的售價。本段並不影響第 12 段之概括性。
Any failure on the Vendor's part (due to any reason whatsoever) to deliver the Benefit to the Purchaser(s) in accordance with the terms and conditions of this Acknowledgement Letter, the Purchaser(s) shall not be entitled to any remedy or damage whatsoever or to terminate or rescind the ASP or to request for a reduction of the purchase price for the Property. This paragraph shall not prejudice the generality of paragraph 12.
14. 儘管本確認函的某條款看來是賦予任何非本確認函一方的人士(如適用)一項利益，非本確認函一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本確認函的任何條文或享有本確認函的任何條文的利益。
Notwithstanding that a term of this Acknowledgement Letter purports to confer a benefit on any person who is not a party to this Acknowledgement Letter (if applicable), a person who is not a party to this Acknowledgement Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Acknowledgement Letter.
15. 本確認函之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Acknowledgement Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

賣方簽署 Signed by the Vendor

經全面及謹慎地考慮本確認函之內容後，以賣方於我/我們書面要求後 30 天內支付 HK\$1.00 予我/我們作為代價，我/我們同意接受本確認函及受本確認函所有條款及條件規限。

After due and careful consideration of the content of this Acknowledgement Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out, in consideration of the payment to me/us of HK\$1.00 by the Vendor within 30 days after our written demand.

買方簽署 Signed by the Purchaser(s)

日期 Date : _____ (由賣方填寫 to be completed by the Vendor)