

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

in respect of

Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout (加多利峯), No. 110 Argyle Street, Kowloon, Hong Kong

INVITATION FOR PURCHASE OF PROPERTY
BY WAY OF
TENDER

.....

Tenders are invited for the purchase of the following property:-

Duplex B (with balcony on the 28th Floor and flat roof
on the roof), 28th Floor and 29th Floor, Kadoorie
Lookout (加多利峯), No. 110 Argyle Street,
Kowloon, Hong Kong

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TENDER COMMENCES AT 12 NOON ON 14 August 2018
AND CLOSSES AT 3 P.M. ON 31 July 2020
(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)

Tenders must be submitted in the specified **Form of Tender** from 12 noon on 14 August 2018 to 3 p.m. on 31 July 2020 to the Vendor at Shop on G/F, Kadoorie Lookout, No. 110 Argyle Street, Kowloon in a sealed plain envelope and clearly marked "**TENDER FOR 'KADOORIE LOOKOUT'**".

Vendor

Lawin Development Limited (利運發展有限公司)
Billion Progress Investment Limited (億展投資有限公司)
Chance (HK) Investment Limited (億運香港投資有限公司)
Union Smart Corporation Limited (滙俊有限公司)
Prince Way Limited (太子有限公司)
Full Trend International Property Limited
New Good Investments Limited (利漢投資有限公司)

TENDER NOTICE

1. Lawin Development Limited (利運發展有限公司), Billion Progress Investment Limited (億展投資有限公司), Chance (HK) Investment Limited (億運香港投資有限公司), Union Smart Corporation Limited (滙俊有限公司), Prince Way Limited (太子有限公司), Full Trend International Property Limited, New Good Investments Limited (利漢投資有限公司) (collectively, the "**Vendor**") invites tender(s) for the purchase of the property/ies described in the Particulars of the Property below (the "**Property**") subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the "**Form of Tender**") and the Conditions of Sale (in the form annexed hereto as **Appendix B**) (the "**Conditions of Sale**").

PARTICULARS OF THE PROPERTY

Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout (加多利峯), No. 110 Argyle Street, Kowloon, Hong Kong

2. This tender notice and other relevant tender documents will be made available for collection free of charge at Shop on G/F, Kadoorie Lookout, No. 110 Argyle Street, Kowloon between 12:00 noon and 6:00 p.m. from 14 August 2018 to 30 July 2020.
3. Any tender must be:
 - (a) made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(iv) to (xiii) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;
 - (b) submitted together with the following documents:
 - (i) cheque(s)/cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**Mayer Brown JSM**" for the sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
 - (iii) if the Tenderer is a limited company, a copy of the Business Registration Certificate and a copy of the Certificate of Incorporation of the Tenderer;

- (iv) a Warning to Purchaser (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;
 - (v) a Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
 - (vi) a Declaration regarding Intermediary (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
 - (vii) a Personal Information Collection Statement (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
 - (viii) an Acknowledgement Letter regarding viewing of the Property (in the form annexed hereto as **Appendix G**) duly completed and signed by the Tenderer;
 - (ix) a Letter regarding Option to Purchase Two Car Parking Spaces (in the form annexed hereto as **Appendix H**) duly completed and signed by the Tenderer;
 - (x) a Letter regarding Option to Purchase a Shop (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;
 - (xi) a Vendor's Information Form (in the form annexed hereto as **Appendix J**) duly acknowledged by the Tenderer;
 - (xii) a Letter relating to fittings, finishes, appliances and/or furniture (in the form annexed hereto as **Appendix K**) duly completed and signed by the Tenderer; and
 - (xiii) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).
- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope **"Tender for "KADOORIE LOOKOUT"**"; and
- (d) placed in the Tender Box labelled **"Tender for "KADOORIE LOOKOUT"** located at Shop on G/F, Kadoorie Lookout, No. 110 Argyle Street, Kowloon from 12:00 noon on 14 August 2018 (the **"Tender Commencing Time"**) to 3:00 p.m. on 31 July 2020 (the **"Tender Closing Time"**).

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is issued in Hong Kong at any time between 10 a.m. on the day on which the Tender Closing Time falls and the Tender Closing Time, the Tender Closing Time will automatically be postponed to 1 p.m. on the next succeeding day.

4. Each Tenderer is required to fill in the following information in the Conditions of Sale submitted by him and attached to each duplicate of the Form of Tender:
 - (a) the purchase price of the Property offered by the Tenderer; and
 - (b) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
5. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.
6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.
7. The Vendor reserves the right at any time before acceptance of a tender to withdraw the Property or any part thereof from sale or to sell or dispose of the Property or any part thereof to any person at any time. The Vendor has the absolute right to accept any tender at or before the Tender Closing Time. The Vendor reserves the right to, at any time before the Tender Closing Time, advance or postpone the Tender Closing Time. Any change of the Tender Closing Time will be posted at Shop on G/F, Kadoorie Lookout, No. 110 Argyle Street, Kowloon. The Vendor is not obliged to separately notify the Tenderers of such change.
8.
 - (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 8(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until 5:00 p.m. of the 3rd working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until 5:00 p.m. of the Acceptance Date.
 - (b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 8(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.
9.
 - (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall sign and send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong

or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.

- (b) The successful Tenderer shall sign the Formal Agreement for Sale and Purchase and pay the further deposit (being 5% of the purchase price tendered) by way of a cashier order made payable to the Vendor's solicitors issued by a bank licensed under Section 16 of the Banking Ordinance within 5 working days after the date of the Notice of Acceptance.
 - (c) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
- 10. All cheques/cashier's orders submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cheques/cashier's orders submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cheques/cashier's orders will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender.
 - 11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal.
 - 12. Time shall in all respects be of the essence.
 - 13. All enquiries shall be directed to New Good Investments Limited at Tel. No. 2668 0138. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
 - 14. Any statement, whether oral or written, made and any action taken by the Vendor or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
 - 15. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

Date: 25 February 2020

FORM OF TENDER

Tender for the purchase of Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout (加多利峯), No. 110 Argyle Street, Kowloon, Hong Kong (the "**Property**") subject to the terms and conditions contained in the Tender Notice dated 14 August 2018 (the "**Tender Notice**") and the Conditions of Sale (the "**Conditions of Sale**") as respectively attached hereto.

To: Lawin Development Limited (利運發展有限公司)
Billion Progress Investment Limited (億展投資有限公司)
Chance (HK) Investment Limited (億運香港投資有限公司)
Union Smart Corporation Limited (滙俊有限公司)
Prince Way Limited (太子有限公司)
Full Trend International Property Limited
New Good Investments Limited (利漢投資有限公司)
(collectively, the "**Vendor**")

1. I/We, _____
(HKID Card No./Passport No./Business Registration No. _____)
of _____

(registered office for a company(ies)/correspondence address in Hong Kong for individual(s)),
having read the Tender Notice (including the Appendix thereto) and the Conditions of Sale,
hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG
DOLLARS

(HK\$ _____) (the "**Purchase Price**") and on the terms and conditions as
more particularly set out in the Conditions of Sale.

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is
accepted by the Vendor,
(a) HK\$ _____, which is equal to 5% of the Purchase Price,
being preliminary deposit shall be paid upon the Vendor's acceptance of this
Tender;

- (b) HK\$_____, which is equal to 5% of the Purchase Price, being further deposit shall be paid upon signing of the Formal Agreement for Sale and Purchase under paragraph 9(b) of the Tender Notice;
- (c) HK\$_____, which is equal to 5% of the Purchase Price, being further part payment shall be paid within 30 days after signing of the Formal Agreement for Sale and Purchase under paragraph 9(b) of the Tender Notice; and
- (d) HK\$_____, which is equal to 85% of the Purchase Price, being the balance of the Purchase Price shall be paid within 90 days from the date of the Notice of Acceptance accepting this Tender issued by the Vendor .

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours on or before the 90th day from the date of the Notice of Acceptance accepting this Tender issued by the Vendor.

- 3. If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 9(b) of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.
- 4. I/We enclose the following documents with this Tender:
 - (a) cheque(s)/cashier's order(s) (No(s)._____) issued by _____ and made payable to "**Mayer Brown JSM**" for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;
 - (b) a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate;
 - (c) a Warning to Purchaser (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
 - (d) a Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;
 - (e) a Declaration regarding Intermediary (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;
 - (f) a Personal Information Collection Statement (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
 - (g) an Acknowledgement Letter regarding viewing of the Property (in the form annexed hereto as **Appendix G**) duly completed and signed by me/us;
 - (h) a Letter regarding Option to Purchase Two Car Parking Spaces (in the form annexed hereto as **Appendix H**) duly completed and signed by me/us;

- (i) a Letter regarding Option to Purchase a Shop (in the form annexed hereto as **Appendix I**) duly completed and signed by me/us;
- (j) a Vendor's Information Form (in the form annexed hereto as **Appendix J**) duly acknowledged by me/us;
- (k) a Letter relating to fittings, finishes, appliances and/or furniture (in the form annexed hereto as **Appendix K**) duly completed and signed by me/us; and
- (l) (applicable only if the Tenderer is a corporation) (I) a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender and the other documents mentioned in the above in the manner as they are signed; and (II) a copy of the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case the Tenderer being a non-Hong Kong Company registered under Part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).

5. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice and the Conditions of Sale to:-

- (a) pay the further deposit, further part payment and the balance of the Purchase Price at the times stipulated in Paragraphs 2(b), (c) and (d) above;
- (b) sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 9(b) of the Tender Notice; and
- (c) complete the purchase of the Property in accordance with the Conditions of Sale and the Formal Agreement for Sale and Purchase as signed.

Dated this day of 201 .

Name of Tenderer: _____

Signature(s) of Tenderer/
Name(s) and Signature(s) of
Authorized Signatory(ies) of
Tenderer: _____

HKID No./Passport No./
Business Registration No
of Tenderer : _____

Correspondence Address
in Hong Kong

of Tenderer : _____

Tel. No. of Tenderer: _____

Facsimile No. of Tenderer: _____

Name(s) of contact person(s)
of Tenderer: _____

Name of Estate Agent
(if any) appointed by
Tenderer: _____

Licence No. of Estate
Agent (if any) appointed
by Tenderer
(with copy of Estate Agent's
licence attached hereto): _____

Contact Details of
Estate Agent (if any)
appointed by Tenderer: _____

CONDITIONS OF SALE

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 9(a) of the Tender Notice (the "**Notice of Acceptance**") shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "**Preliminary Agreement**").

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out in the Form of Tender) on terms and conditions contained hereunder.

- 1) In this Preliminary Agreement:-
在本臨時合約中:-
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
"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;
 - (b) "working day" has the meaning given by section 2(1) of that Ordinance;
"工作日"具有該條例第 2(1)條給予該詞的涵義;
 - (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
第 8(a)條所指的項目的樓面面積, 按照該條例第 8(3)條計算; 及
 - (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b)條所指的項目的面積, 按照該條例附表 2 第 2 部計算。
- 2) The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
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。
- 3) It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (the "Agreement") to be executed-
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—
 - (a) by the Purchaser on or before _____ (i.e., the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於_____ (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
 - (b) by the Vendor on or before _____ (i.e., the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於_____ (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。

(Remark: The above dates will be completed by the Vendor.

備註: 上述日期將由賣方填寫。)

- 4) The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
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), 由買方承擔。
- 5) The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
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), 由買方承擔。
- 6) The Purchaser shall attend at the Vendor's solicitors' office together with this Preliminary Agreement within 5 working days after the date of the Notice of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment, (ii) to pay the sum above-mentioned as being due on signing of the Agreement and (iii) to pay all stamp duties payable on the Agreement.
買方須於接受通知書的日期之後的五個工作日內攜帶本臨時合約到賣方律師樓辦理下列手續 (按: 必須嚴守所訂日期。):

- (i) 簽署賣方代表律師所訂定的標準正式合約及不得修改其內容；
- (ii) 同時交付本臨時合約上列明的須於簽立正式合約時繳付之款項；並
- (iii) 同時交付正式合約之所有印花稅。

7) If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed-

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－

- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止；
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金，即被沒收歸於賣方；及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.
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。

8) The measurements of the Property are as follows-

本物業的量度尺寸如下－

- (a) the saleable area of the Property is 230.216 square metres/ 2,478 square feet of which-
本物業的實用面積為 230.216 平方米／ 2,478 平方呎，其中－
2.876 square metres/ 31 square feet is the floor area of the balcony;
2.876 平方米／ 31 平方呎為露台的樓面面積；
- square metres/ - square feet is the floor area of the utility platform;
- 平方米／ - 平方呎為工作平台的樓面面積；
*[N/A square metres/ N/A square feet is the floor area of the verandah]; and
*[不適用 平方米／ 不適用 平方呎為陽台的樓面面積]；及

(b) other measurements are-

其他量度尺寸為－

*[the area of the air-conditioning plant room is	N/A	square metres/	N/A square feet];
*[空調機房的面積為	不適用	平方米／	不適用 平方呎]；
*[the area of the bay window is	6.888	square metres/	74 square feet];
*[窗台的面積為	6.888	平方米／	74 平方呎]；
*[the area of the cockloft is	N/A	square metres/	N/A square feet];
*[閣樓的面積為	不適用	平方米／	不適用 平方呎]；
*[the area of the flat roof is	N/A	square metres/	N/A square feet];
*[平台的面積為	不適用	平方米／	不適用 平方呎]
*[the area of the garden is	N/A	square metres/	N/A square feet];
*[花園的面積為	不適用	平方米／	不適用 平方呎]；
*[the area of the parking space is	N/A	square metres/	N/A square feet].
*[停車位的面積為	不適用	平方米／	不適用 平方呎]；
*[the area of the roof is	97.927	square metres/	1,054 square feet];
*[天台的面積為	97.927	平方米／	1,054 平方呎]；
*[the area of the stairhood is	9.406	square metres/	101 square feet].
*[梯屋的面積為	9.406	平方米／	101 平方呎];
*[the area of the terrace is	N/A	square metres/	N/A square feet];
*[前庭的面積為	不適用	平方米／	不適用 平方呎]；
*[the area of the yard is	N/A	square metres/	N/A square feet].
*[庭院的面積為	不適用	平方米／	不適用 平方呎]。

*delete where inapplicable

*刪除不適用者

9) The sale and purchase of the Property includes the fittings, finishes and appliances as follows - see attached Schedule I.

本物業買賣所包括的裝置、裝修物料及設備如下- 見附件一。

- 10) 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.
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。
- 11) The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.
買方已確認收到第 12 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。
- 12) For the purposes of clause 11, the following is the "Warning to Purchasers"-
就第 11 條而言，"對買方的警告"內容如下－
- (a) 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.
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。
 - (b) 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.
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。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
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。
 - (d) 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.
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。
 - (e) 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.
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。
- 13) Save and except the preliminary deposit, all deposit(s), part payment(s) of purchase price and balance of purchase price shall be made by cashier orders. The Purchaser shall pay the purchase price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. on the dates as stipulated in this Preliminary Agreement.
除臨時訂金外，所有訂金，部分售價及售價餘款必須以銀行本票繳付。買方必須根據本臨時合約的規定繳付售價。所有售價付款均須在本臨時合約規定的日期下午四點半前繳付。
- 14) It is hereby agreed and declared that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any form whatsoever.
今同意並聲明本臨時合約只適用於買方個人，買方無權要求賣方與其他人士簽署正式合約，亦無權將本臨時合約權益以任何形式轉讓給第三者。
- 15) (a) Subject to Clause 15(b) below, the legal costs (but not the disbursements) of and incidental to the preparation and completion of the Agreement and the Assignment in favour of the Purchaser named in this Preliminary Agreement shall be borne by the Purchaser if the Purchaser also instructs MAYER BROWN JSM as his solicitors to act for him in this purchase.
除下述第 15(b)條另有規定以外，如買方亦聘用孖士打律師行作為買方的代表律師，有關辦理正式合約及以本臨時合約中列明之買方為承讓人的樓契之律師費用（但不包括任何雜費），均由買方負責。

- (b) If the Purchaser chooses to instruct his own solicitors to act for him in the Agreement and/or the Assignment, each of the Vendor and the Purchaser shall pay his own solicitor's costs and disbursements of and incidental to the Agreement and/or the Assignment.

若買方選擇另聘律師代表其處理正式合約及/或樓契事宜，買賣雙方須各自負責其有關正式合約及/或樓契方面的律師費及開銷。

- (c) The Purchaser shall bear all disbursements including but not limited to a due proportion of the legal costs and disbursements in respect of the Deed of Mutual Covenant and Management Agreement, certified copies of title deeds and documents, plan fees, search fees, registration fees and copying charges.

買方須承擔一切開銷包括但不限於有關辦理大廈公契及管理合約按比例之律師費及其他費用、上手契約認證副本費、圖則費、查冊費、登記費及影印費。

- (d) If the Purchaser shall be a company, all legal fees and disbursements arising therefrom including fees and disbursements in connection with preparation of board resolutions and fees and disbursements for obtaining foreign legal opinions (where necessary) shall be borne by the Purchaser.

倘若買方為公司，一切所引致之法律費用及開銷包括辦理董事會決議案有關之費用及開銷，以及(如需要時)為取得外國法律意見之費用及開銷均須由買方負擔。

- (e) If after signing the Agreement, the Purchaser shall sub-sell the Property or nominate another person to take up the Property, all legal fees and disbursements and all stamp duty, special stamp duty and additional stamp duty which are chargeable under the Stamp Duty Ordinance in connection with the sub-sale, the nomination and the Assignment shall be borne by the Purchaser.

倘若買方在簽署正式合約後將本物業轉售或以代名人承受本物業，則該項轉售、代名任命以及轉讓樓契之一切律師費與開銷及根據印花稅條例徵收的印花稅，額外印花稅及附加印花稅均須由買方負擔。

- (f) The Purchaser shall also pay and bear all legal fees and disbursements in respect of any mortgage of Property and all documents incidental thereto.

一切有關本物業按揭之律師費及其他費用，均由買方負擔。

- 16) (a) The Property is sold on an "as is" basis. The Purchaser agrees and acknowledges that the Purchaser has been invited to inspect or has duly inspected the Property and is deemed to have knowledge of the existing state and condition of the Property whether or not he has in fact inspected the Property.

買賣雙方同意及確認本物業以現狀發售。買方同意及確認買方已被邀請或已實地視察本物業，而無論買方有無曾經實地視察本物業，買方將被視作清楚知道其現狀。

- (b) The Purchaser acknowledges that the Property is now subject to an existing tenancy agreement. Upon completion, the Vendor shall deliver vacant possession of the Property to the Purchaser.

買方確認本物業受制於現有租約。賣方將於成交時交吉本物業予買方。

- 17) The risk of the Property shall pass to the Purchaser from the date of this Preliminary Agreement.

本物業之風險從本臨時合約日起由買方承擔。

- 18) The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

本物業是印花稅條例第 29A(1) 條含義中所規定的住宅物業。

- 19) The Purchaser shall pay to the Manager or the Vendor all management fee deposit, special fund, debris removal expenses, advance payment of management fees and other deposits and payments which may be charged by the Manager under or pursuant to the Deed of Mutual Covenant and Management Agreement and/or Sub-Deed of Mutual Covenant and Management Agreement (if any) and the Purchaser shall reimburse the Vendor of any such payment already paid by the Vendor and any other deposits and payments paid by the Vendor.

買方須繳付予管理人或賣方一切管理費按金、特別基金、泥頭清理費、預付管理費及管理人根據主大廈公契和管理協議及/或附屬公契和管理協議(如有)規定可收取之其他按金及費用，買方並須償還賣方代其已支付的任何上述費用及其他按金及費用。

- 20) Without prejudice to Clause (7) above, if this Preliminary Agreement is registered in the Land Registry by the

Purchaser or by any person on his behalf and this Preliminary Agreement is terminated in accordance with Clause (7), the Vendor or its agent may unilaterally sign and register a memorandum to vacate this Preliminary Agreement from the register or record in the Land Registry.

在不損害第 7 條的原則下，如本臨時合約根據第 7 條終止而買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方或賣方代理人可單方面簽署及於土地註冊處登記一份備忘錄將本臨時合約於土地註冊處之登記冊或記錄上取消。

- 21) Time is of the essence of this Preliminary Agreement.
本臨時合約所規定之期限均須嚴格遵守。
- 22) The Purchaser shall inform the Vendor in writing of any changes in correspondence address and telephone number.
買方之通訊地址及電話號碼如有任何更改，須以書面通知賣方。
- 23) In the event that the Purchaser is a corporation, a personal guarantee in form and substance satisfactory to the Vendor shall be given by a director (who is an individual) of the Purchaser to guarantee the Purchaser's obligations to pay the purchase price and to complete the purchase in accordance with the provisions of the Agreement. Such personal guarantee shall be given not later than within 5 working days after the date of Notice of Acceptance.
倘若買方為公司，買方的一名董事(必須為個人)須向賣方提供一份內容及格式為賣方滿意的個人擔保書，保證買方將履行買方的責任按照正式合約的條文繳付售價及完成購買交易。有關個人擔保書須於接受通知書的日期後的五個工作天內提供。
- 25) This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，合約雙方並無其他口頭或類似本臨時合約之協議。
- 26) It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceeds HK\$.
茲証明此項買賣並非另一或另一組買賣之一部份，而樓價不超過港幣 元。
- 27) (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利以《合約(第三者權利)條例》(第 623 章)(『該條例』)為依據強制執行本臨時合約下任何條款，並且同意摒除該條例適用於本臨時合約，惟受以下第(b)款及第(c)款的規定限制。
- (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
- (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例

第 6(1)條將不適用於本臨時合約；及

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

- 28) The Chinese version of this Preliminary Agreement is for reference only and in case of any difference or dispute, the English version shall prevail.
本臨時合約之中文譯本謹供參考之用，如解釋有任何出入或有爭議，概以英文本為準。

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

- (a) 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.
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。
- (b) 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.
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。
- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
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。
- (d) 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.
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。
- (e) 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.
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。

Fittings, Finishes and Appliances

附件一
裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES**裝置、裝修物料及設備****1. Interior Finishes****室內裝修物料****a. Internal Wall and Ceiling****內牆及天花板****Units on 6/F to 25/F and Duplex Units on 26/F to 29/F (except Unit B on 23/F and Duplex Unit B on 28/F-29/F)**

Internal walls are finished with emulsion paint.

Ceiling is finished with emulsion paint.

位於 6 樓至 25 樓之單位及位於 26 樓至 29 樓之複式單位 (23 樓 B 單位及 28 樓至 29 樓 B 單位除外)

內牆油上乳膠漆。

天花油上乳膠漆。

Kitchens of Units C on 6/F to 25/F

Part of the wall between kitchen and living room is made of 1 hour F.R.P. glass.

位於 6 樓至 25 樓之 C 單位的廚房

廚房與客廳之間的部份牆身由一小時防火時效防火玻璃組成。

Unit B on 23/F and Duplex Unit B on 28/F-29/F

Internal walls are finished with wallpaper covering.

Ceiling is finished with emulsion paint, and gypsum board false ceiling.

位於 23 樓之 B 單位及 28 樓至 29 樓之複式 B 單位

內牆貼上牆紙。

天花油上乳膠漆及安裝假天花石膏板。

b. Internal Floor**內部地板****Units on 6/F to 25/F (except Unit B on 23/F)**

Floor is finished with engineered oak flooring and solid oak skirting in living room, dining room and bedroom.

位於 6 樓至 25 樓之單位 (23 樓 B 單位除外)

客廳，飯廳及睡房地台鋪砌複合木地板連實木腳線。

Units on 6/F

Stone border is provided between the sliding door of living room and the flat roof.

位於 6 樓之單位

客廳趟門與平台之間的位置鋪砌石材分隔。

Units on 7/F to 25/F (except Unit B on 23/F)

Stone border is provided between the sliding door of living room and the balcony.

位於 7 樓至 25 樓之單位 (23 樓 B 單位除外)

客廳趟門與露台之間的位置鋪砌石材分隔。

Unit B on 23/F

Living area, dining area and corridor : floor is finished with natural stone.

Bedrooms : floor is finished with wall to wall carpet.

Solid oak wood skirting in living room, dining room, bedroom.

位於 23 樓 B 單位

客廳，飯廳及走廊：地台鋪砌天然石材。

睡房：地台鋪砌地毯。

客廳，飯廳及睡房鋪砌實木腳線。

Duplex Units on 26/F to 29/F (except Duplex Unit B on 28/F-29/F)

Floor is finished with engineered oak flooring and solid oak skirting in living room, dining room, bedroom and study room.

位於 26 樓至 29 樓之複式單位 (28 樓至 29 樓複式 B 單位除外)

客廳，飯廳，睡房及書房地台鋪砌複合木地板連實木腳線。

		<p>Duplex Units on 26/F-27/F Stone border is provided at the living room and/or the dining room along the balcony and the flat roof.</p>	<p>位於 26 樓至 27 樓之複式單位 客廳及/或飯廳內沿著露台及平台之間的位置鋪砌石材分隔。</p>
		<p>Duplex Unit A on 28/F-29/F Stone border is provided between the sliding door of dining room and the balcony. Stone border is provided between certain portion of the study room and the living room.</p>	<p>位於 28 樓至 29 樓之複式 A 單位 飯廳趟門與露台之間的位置鋪砌石材分隔。書房與飯廳之間部份的位置鋪砌石材分隔。</p>
		<p>Duplex Unit B on 28/F-29/F Living area, dining area, staircase and study room: floor is finished with natural stone. Bedrooms: floor is finished with wall to wall carpet. Solid oak wood skirting in living room, dining room, bedroom and study room.</p>	<p>位於 28 樓至 29 樓之複式 B 單位 客廳，飯廳，樓梯及書房：地台鋪砌天然石材。 睡房：地台鋪砌地毯。 客廳，飯廳，睡房及書房：鋪砌實木腳線。</p>
c. Bathroom	浴室	<p>Exposed floor is finished with natural stone. Exposed wall is finished with natural stone running up to false ceiling. Wall behind cabinet is finished with ceramic tiles.</p>	<p>地台外露位置鋪砌天然石材。 牆身外露位置鋪砌天然石材至假天花。 櫃背之牆身鋪砌瓷磚。</p>
d. Kitchen	廚房	<p>All Units (except Unit B on 23/F) Exposed floor is finished with natural stone. Exposed wall is finished with natural stone running up to false ceiling. Wall behind cabinet is finished with ceramic tiles. Cooking bench is finished with natural quartz.</p>	<p>所有單位 (23 樓 B 單位除外) 地台外露位置鋪砌天然石材。 牆身外露位置鋪砌天然石至假天花。 廚櫃背之牆身鋪砌瓷磚。 灶台的裝修物料為天然石英。</p>
		<p>Unit B on 23/F Exposed floor is finished with natural stone. Exposed wall is finished with natural stone running up to false ceiling. Wall behind cabinet is finished with ceramic tiles. A 1300mm width x 650mm height 1/2 hour F.R.P. cornered-glass panel wrapped around the kitchen corner. Cooking bench is finished with natural quartz.</p>	<p>23 樓 B 單位 地台外露位置鋪砌天然石材。 牆身外露位置鋪砌天然石至假天花。 廚櫃背之牆身鋪砌瓷磚。 廚房角落位置鑲有一幅 1300mm 闊 X650mm 高之半小時抗火時效防火玻璃飾板。 灶台的裝修物料為天然石英。</p>
2. Interior Fittings	室內裝置		
a. Doors	門	<p>Entrance Veneered solid-core timber door is installed with eye viewer, concealed door closer and lockset.</p>	<p>住宅大門 木皮面實心木門配防盜眼、暗氣鼓及門鎖。</p>
		<p>Bedroom, Study, Store Room (except for Bedroom of Unit B on 23/F and Study Room of Unit B on 28/F) Veneered door is installed with lockset.</p>	<p>睡房、書房及儲物房 (23 樓 B 單位之睡房及 28 樓 B 單位之書房除外) 木紋膠板木門配有門鎖。</p>
		<p>Bedroom (Unit B on 23/F) Glass panel door with steel frame is</p>	<p>睡房 (23 樓 B 單位) 不銹鋼框玻璃門配門鎖</p>

installed with lockset.

Study Room (Unit B on 28/F)

Wooden frame folding partitions with glass panels.

書房 (28 樓 B 單位)

木外框玻璃摺門)

Kitchen (except for Units C on 6/F to 25/F and Unit B on 23/F)

Veneered door is fitted with glass panel and concealed door closer.

廚房 (6 樓至 25 樓的 C 單位及 23 樓 B 單位除外)

木紋膠板木門並鑲有玻璃，配暗氣鼓。

Kitchen (Unit B on 23/F)

1/2 hour fire resistance period vision panel with steel frame (without lock).

廚房 (23 樓 B 單位)

不銹鋼框及可視窗款式之半小時抗火時效防火門 (無鎖)

Kitchen (Units C on 6/F to 25/F)

Half hour F.R.P. self-closing glass door fitted with stainless steel handle (without lock).

廚房 (6 樓至 25 樓的 C 單位)

半小時防火時效自閉式防火玻璃門配以不銹鋼把手 (無鎖)。

Bathroom

Veneered door is installed with lockset. All doors except the master bathroom of duplex units on 26/F to 29/F are fitted with timber louver.

浴室

木紋膠板木門配門鎖。除位於 26 樓至 29 樓之複式單位主人睡房浴室外，所有門扇設有木百葉。

b. Bathroom

浴室

Vanity counter is fitted with natural stone countertop. Fittings and equipment include bathtub and/or shower set, wash basin, water closet with concealed type cistern, hot/cold water mixers, mirror cabinet, toiletry cabinet and exhaust fan. All master bathrooms of duplex units on 26/F to 29/F are equipped with LCD TV. False ceiling is installed with light fittings. There is no bathtub in Unit C on 6/F to 25/F.

天然石材檯面及儲物櫃配以裝置及設備，包括浴缸及/或淋浴間、面盆、坐廁配暗藏式水箱、冷熱水龍頭、花灑套裝、鏡櫃，並裝置抽氣扇。所有位於 26 樓至 29 樓複式單位主人睡房浴室設有 LCD TV。假天花安裝照明燈飾。

6 樓至 25 樓 C 單位沒有浴缸。

c. Kitchen

廚房

Units on 6/F to 25/F

Imported kitchen cabinet of MDF baseboard with wood laminate finishes and concealed aluminium handle.

位於 6 樓至 25 樓之單位

進口廚櫃組合選用中密度纖維板配木紋膠板飾面及鋁質暗拉手。

Duplex Units on 26/F to 29/F

Imported kitchen cabinet of walnut solid wood board with semi-glossy finishes and concealed aluminium handle.

位於 26 樓至 29 樓之複式單位

進口廚櫃組合選用半光澤胡桃實木夾心櫃板及鋁質暗拉手。

All Units

All cabinets are fitted with Silestone worktop, stainless steel sink and hot/cold mixer. All kitchens are installed with air-conditioning, exhaust fan and gas heater. False ceiling is installed with light fittings.

所有單位

檯面選用 Silestone 賽麗石，配不鏽鋼洗滌盆連冷熱水洗滌水龍頭。所有廚房均設有冷氣系統、抽氣扇及氣體熱水爐。假天花安裝照明燈飾。

d. Bedroom

睡房

Air conditioner is provided.

睡房皆安裝冷氣機。

e. Telephone

電話

Telephone outlets are provided in living room, dining room and bedrooms.

客飯廳及睡房均裝有電話插座。

Tender - 42712922
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Appliances are to be provided and/or installed in the units as follows:

住宅單位均隨樓附送或裝置以下設備：

Units A and B on 6/F to 23/F 位於 6 樓至 23 樓 A 及 B 單位	
Location 位置	Appliances 設備
Living and Dining room 客飯廳	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	Split Type Air Conditioner 分體式冷氣機
Bedroom 2 睡房 2	Split Type Air Conditioner 分體式冷氣機
Bedroom 3 睡房 3	Split Type Air Conditioner 分體式冷氣機
Master Bedroom 1 主人睡房 1	Split Type Air Conditioner 分體式冷氣機
Units C on 6/F to 23/F 位於 6 樓至 23 樓 C 單位	
Location 位置	Appliances 設備
Living and Dining room 客飯廳	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	Split Type Air Conditioner 分體式冷氣機
Bedroom 2 睡房 2	Split Type Air Conditioner 分體式冷氣機
Master Bedroom 1 主人睡房 1	Split Type Air Conditioner 分體式冷氣機
Units A on 25/F 位於 25 樓 A 單位	
Location 位置	Appliances 設備
Living and Dining room 客飯廳	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	Multi-Split Type Air Conditioner 覆式分體冷氣機
Bedroom 2 睡房 2	Split Type Air Conditioner 分體式冷氣機
Bedroom 3 睡房 3	Multi-Split Type Air Conditioner 覆式分體冷氣機
Master Bedroom 1 主人睡房 1	Split Type Air Conditioner 分體式冷氣機
Units B on 25/F 位於 25 樓 B 單位	
Location 位置	Appliances 設備
Living and Dining room 客飯廳	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	VRV Type Air Conditioner 智能式中央冷氣機
Bedroom 2 & Bedroom 3 睡房 2 及睡房 3	VRV Type Air Conditioner 智能式中央冷氣機
Master Bedroom 1 主人睡房 1	VRV Type Air Conditioner 智能式中央冷氣機
Units C on 25/F 位於 25 樓 C 單位	
Location 位置	Appliances 設備
Living and Dining room 客飯廳	Split Type Air Conditioner 分體式冷氣機
Bedroom 2 睡房 2	Multi-Split Type Air Conditioner 覆式分體冷氣機
Master Bedroom 1 主人睡房 1	Multi-Split Type Air Conditioner 覆式分體冷氣機
Kitchen 廚房	Split Type Air Conditioner 分體式冷氣機
Units A, B and C on 6/F to 25/F 位於 6 樓至 25 樓 A, B 及 C 單位	
Location 位置	Appliances 設備

Kitchen 廚房	Built-in Fridge 嵌入式雪櫃
Kitchen 廚房	Domino Gas Wok Burner 單頭氣體煮食爐
Kitchen 廚房	Domino Gas Double Burner 雙頭氣體煮食爐
Kitchen 廚房	90cm Chimney Hood 90 厘米煙囪式抽油煙機
Kitchen 廚房	Built-in Combi-Microwave 嵌入式燒烤微波爐
Kitchen 廚房	Built-in Washer Dryer 嵌入式洗衣乾衣機
Kitchen 廚房	Wine Cellar 酒櫃
Kitchen 廚房	Ceiling Fan 天花抽氣扇
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐 (For Units A and B on 6/F to 25/F only) (只限 6 樓至 25 樓 A 及 B 單位)
W.C.廁所	Electric Water Heater 電熱水爐 (For kitchen and store room at Units A and B on 6/F to 25/F only) (只限 6 樓至 25 樓 A 及 B 單位的廚房及儲物房)
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐 (For Unit C, 6/F-25/F only) (只限 6 樓至 25 樓 C 單位)
W.C.廁所	Ceiling Fan 天花抽氣扇
Master Bathroom 1 主人浴室 1	In line Duct Fan 管道式抽氣扇
Bathroom 2 浴室 2	In line Duct Fan 管道式抽氣扇
Duplex Units A on 26/F to 29/F 位於 26 樓至 29 樓 A 單位	
Location 位置	Appliances 設備
Living room 客廳	Multi-Split Type Air Conditioner 覆式分體冷氣機
Dining & Study room 飯廳及讀書室	Multi-Split Type Air Conditioner 覆式分體冷氣機
Master Bedroom 1 主人睡房 1	Split Type Air Conditioner 分體式冷氣機
Bedroom 2 睡房 2	Split Type Air Conditioner 分體式冷氣機
Bedroom 3 睡房 3	Split Type Air Conditioner 分體式冷氣機
Stair Area 樓梯間	Split Type Air Conditioner 分體式冷氣機
Duplex Units B on 26/F to 29/F 位於 26 樓至 29 樓 B 單位	
Location 位置	Appliances 設備
Living room 客廳	Multi-Split Type Air Conditioner 覆式分體冷氣機
Dining & Study room 飯廳及讀書室	Multi-Split Type Air Conditioner 覆式分體冷氣機
Master Bedroom 1 主人睡房 1	Split Type Air Conditioner 分體式冷氣機
Bedroom 2 睡房 2	Split Type Air Conditioner 分體式冷氣機
Bedroom 3 睡房 3	Split Type Air Conditioner 分體式冷氣機
Stair Area 樓梯間	Split Type Air Conditioner 分體式冷氣機
Duplex Units A and B on 26/F to 27/F 位於 26 樓至 27 樓 A 及 B 單位	
Location 位置	Appliances 設備
Kitchen 廚房	Split Type Air Conditioner 分體式冷氣機
Store Room 儲物室	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	Gas hob (Double Burners) 雙頭氣體煮食爐
Kitchen 廚房	Teppanyaki hob 鐵板燒爐

Kitchen 廚房	Induction hob (2 zones) 雙頭電磁爐
Kitchen 廚房	Wall mounted cooker hood (120cm) 掛牆式抽油煙機 (120 厘米)
Kitchen 廚房	Combi oven 焗爐
Kitchen 廚房	Combi steam oven 蒸爐
Kitchen 廚房	Warmer drawer 暖抽屜
Kitchen 廚房	Coffee maker built-in 嵌入式咖啡機
Kitchen 廚房	Washer dryer 洗衣乾衣機
Kitchen 廚房	Built-in Fridge + Freezer 嵌入式雪櫃 + 冰箱
Kitchen 廚房	Wine Cellar 酒櫃
Kitchen 廚房	Ceiling Fan 天花抽氣扇
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐
Master Bathroom 1 主人浴室 1	Wall-mounted telephone 掛牆電話
Master Bathroom 1 主人浴室 1	Towel Heater 電熱毛巾架
Master Bathroom 1 主人浴室 1	Wall-mounted cosmetic mirror 掛牆化粧鏡
Master Bathroom 1 主人浴室 1	Wall-mounted TV 入牆電視
Master Bathroom 1 主人浴室 1	In line Duct Fan 管道式抽氣扇
Bathroom 2 浴室 2	In line Duct Fan 管道式抽氣扇
W.C.廁所	Ceiling Fan 天花抽氣扇
W.C.廁所	Ceiling Fan 天花抽氣扇

Duplex Units A and B on 28/F to 29/F 位於 28 樓至 29 樓 A 及 B 單位	
Location 位置	Appliances 設備
Kitchen 廚房	Split Type Air Conditioner 分體式冷氣機
Store Room 儲物室	Split Type Air Conditioner 分體式冷氣機
Kitchen 廚房	Gas hob (Double Burners) 雙頭氣體煮食爐
Kitchen 廚房	Teppanyaki hob 鐵板燒爐
Kitchen 廚房	Induction hob (2 zones) 雙頭電磁爐
Kitchen 廚房	Island cooker hood (120cm) 中島抽油煙機 (120 厘米)
Kitchen 廚房	Combi oven 焗爐
Kitchen 廚房	Steamer 蒸爐
Kitchen 廚房	Warmer drawer (14cm) 暖抽屜 (14 厘米)
Kitchen 廚房	Coffee maker built-in 嵌入式咖啡機
Kitchen 廚房	Washer dryer 洗衣乾衣機
Kitchen 廚房	Built-in Fridge + Freezer 嵌入式雪櫃 + 冰箱
Kitchen 廚房	Wine Cellar 酒櫃
Kitchen 廚房	Ceiling Fan 天花抽氣扇
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐
Kitchen 廚房	Towngas circulating water heater 煤氣循環式熱水爐
Master Bathroom 1 主人浴室 1	Wall-mounted TV 掛牆電視
Master Bathroom 1 主人浴室 1	In line Duct Fan 管道式抽氣扇
Master Bathroom 1 主人浴室 1	Wall-mounted telephone 掛牆電話
Master Bathroom 1 主人浴室 1	Towel Heater 電熱毛巾架
Master Bathroom 1 主人浴室 1	Wall-mounted cosmetic mirror 掛牆化粧鏡
Bathroom 2 浴室 2	In line Duct Fan 管道式抽氣扇
W.C.廁所	Ceiling Fan 天花抽氣扇
W.C.廁所	Ceiling Fan 天花抽氣扇
Duplex Units A and B on Roof 位於天台的複式 A 及 B 單位	
Location 位置	Appliances 設備
Roof 天台	Jacuzzi 按摩水池
Roof 天台	Jacuzzi 按摩水池

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

對買方的警告 買
方請小心閱讀

- (a) 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.

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。

- (b) 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.

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。

- (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice. 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。

- (d) 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.

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。

- (e) 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.

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。

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of

公曆 年 月 日

Signature of Purchaser
買方簽署

Declaration of Relationship with the Vendor
與賣方關係的聲明

Appendix D

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司
Development 發展項目	Kadoorie Lookout 加多利峯
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台) (「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

1. ☐ The Purchaser hereby confirms that he is **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).
就《一手住宅物業銷售條例》(第 621 章)而言, 買方謹此確認他並不是賣方的「有關連人士」。
- ☐ The Purchaser hereby declares that he/she is a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap.621) in the following way:-

就《一手住宅物業銷售條例》(第621章)而言, 買方聲明他為賣方的「有關連人士」, 詳情如下:-

Note 備註: please tick where applicable and fill in the relevant information 請於適當的格上填上「✓」號並填上有關資料

2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
就本聲明而言, 如有以下情況, 某人即屬賣方的「有關連人士」:
- (a) a director of the Vendor, or a parent, spouse or child of such a director;
該人是賣方的董事, 或該董事的父母、配偶或子女;
 - (b) a manager of the Vendor;
該人是賣方的經理;
 - (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
 - (d) an associate corporation or holding company of the Vendor;
該人是賣方的有聯繫法團或控股公司;
 - (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控股公司的董事, 或該董事的父母、配偶或子女; 或
 - (f) a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控股公司的經理。
3. For the purpose of this Declaration, (i) "manager" has the meaning given by Section 2(1) of the Companies Ordinance (Cap. 622), and (ii) "private company" has the meaning given by Section 11 of the Companies Ordinance (Cap. 622).
就本聲明而言, 「經理」具有《公司條例》(第 622 章)第 2(1)條所給予的涵義, 而「私人公司」具有《公司條例》(第622 章)第 11 條所給予的涵義。
4. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改, 買方同意及承諾儘快通知賣方。
5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義, 一切以英文文本為準。

Signature of the Purchaser — 買方簽署 —

Declaration Regarding Intermediary

關於中介人的聲明

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司		
Development 發展項目	Kadoorie Lookout 加多利峯		
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台)(「本物業」)		
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼			
Intermediary 中介人	(公司名稱) (地產代理姓名)		
Estate Agent I.D. No. 地產代理身份證號碼		EA Licence No. 地產代理牌照號碼	
Date 日期			

The Purchaser and the Intermediary hereby confirm and declare as follows:-

買方及中介人謹此確認及聲明如下：

- The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買上述物業的臨時買賣合約。
- The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of residential units in the Development. The Intermediary is not the agent of the Vendor.
賣方只要求中介人，而中介人在此亦確認其身份只是於出售發展項目住宅單位一事中介紹買家給賣方，中介人並非賣方的代理人。
- The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾或陳述，無論在任何情況下賣方均無須就中介人所作出的任何協議、承諾或陳述向買方、中介人或任何其他人士負責。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。上述物業之買賣交易嚴格依據臨時買賣合約及正式合約進行。

6. The Vendor did not and will not authorize the Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fees or commissions from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property. 賣方並無授權中介人向買方收取任何費用或佣金。如中介人擅自向買方收取任何費用或佣金，賣方將不會(而中介人在此亦同意賣方將不會繳付)向中介人繳付有關上述該物業任何費用或佣金。
7. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of the Purchaser(s)
買方簽署

Signature of the Intermediary
中介人簽署

Personal Data Collection Statement**個人資料收集聲明**

**Lawin Development Limited
Billion Progress Investment Limited
Chance (HK) Investment Limited
Union Smart Corporation Limited
Prince Way Limited
Full Trend International Property Limited
New Good Investments Limited**

Collection of your personal information

From time to time, it is necessary for you to supply Lawin Development Limited, Billion Progress Investment Limited, Chance (HK) Investment Limited, Union Smart Corporation Limited, Prince Way Limited, Full Trend International Property Limited and New Good Investments Limited ("we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as "Your Information".

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 ("Ordinance").

Purposes for which Your Information may be used

We may use Your Information for one or more of the following purposes from time to time:

- (i) handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise;
- (iii) where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
- (iv) handling your applications or requests for services, products, memberships or benefits;
- (v) facilitating property management and security;
- (vi) marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below);
- (vii) conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (viii) communicating with you;
- (ix) investigating and handling complaints;
- (x) preventing or detecting illegal or suspicious activities; and
- (xi) making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

Transfer of Your Information

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to "Use of Your Information in direct marketing" section below. Your Information may be transferred to :

- (i) any member of the groups of companies of which we belong to ("the Group");
- (ii) any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) any person involved in your property transaction; and
- (vi) any person to whom we are required to make disclosure under any law, court order, direction, code or guideline applicable in or

outside Hong Kong.

Use of Your Information in direct marketing

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

In connection with direct marketing, we intend:

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
- (b) to market the following classes of services and products to you:
 - (1) properties or property developments offered by member(s) of the Group;
 - (2) services and products offered by us or other members of the Group (including real estate agency services, credit facilities and financial services);
 - (3) offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by us or other members of the Group; and
 - (4) donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) in return for money or other property, to provide Your Information described in (a) above to other members of the Group for their use in direct marketing the classes of services and products described in (b) above.

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made in writing to us at Room 4302, 43rd Floor, Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong.

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Lawin Development Limited, Billion Progress Investment Limited, Chance (HK) Investment Limited, Union Smart Corporation Limited, Prince Way Limited, Full Trend International Property Limited and New Good Investments Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above.

- ☐ Please do NOT send direct marketing information to me.
- ☐ Please do NOT provide my personal data to other persons for their use in direct marketing.

Signature: _____

Name:

Date:

收集閣下的個人資料

利運發展有限公司、億展投資有限公司、億運香港投資有限公司、滙俊有限公司、太子有限公司、Full Trend International Property Limited 和 利漢投資有限公司 (統稱「本公司」或「我們」) 為提供服務及產品 (包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

我們亦可能產生及編制有關閣下的資料。閣下提供的或我們不時產生及編制有關閣下的個人資料及詳情統稱為「閣下資料」。

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章)(「條例」)的權利。

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

- (i) 處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) 向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益 (不論屬財務性質或以贈品或其他形式提供)；
- (iii) 如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iv) 處理閣下就服務、產品、會籍或利益的申請或要求；
- (v) 促進物業管理及保安；
- (vi) 促銷服務、物業、物業發展項目、產品及其他標的 (詳情請參閱以下「在直接促銷中使用閣下資料」部分)；
- (vii) 進行統計研究和分析 (統計研究及分析結果將不會揭露閣下的身分)；
- (viii) 與閣下溝通；
- (ix) 調查及處理投訴；
- (x) 預防或偵測非法或可疑活動；及
- (xi) 在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

轉移閣下資料

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部分所限。閣下資料可能被轉移至：

- (i) 本公司屬於的集團中的任何成員 (「本集團」)；
- (ii) 閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士；
- (iii) 任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商；
- (iv) 對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問；
- (v) 閣下物業交易涉及的任何人士；及
- (vi) 我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

在直接促銷中使用閣下資料

- (i) 除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii) 除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；

- (b) 向閣下促銷以下類別的服務及產品：
- (1) 本集團成員提供的物業或物業發展項目；
 - (2) 我們或本集團其他成員提供的服務及產品(包括地產代理服務、信貸融資及財務服務)；
 - (3) 我們或本集團其他成員提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益；及
 - (4) 為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動；
- (c) 為換取金錢或其他財產，將以上(a)段所述的閣下資料提供予集團其他成員以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加上剔號(“✓”)行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，其地址為香港金鐘夏慤道遠東金融中心 16 號 43 樓 4302 室。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(“✓”)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(“✓”)，利運發展有限公司，億展投資有限公司，億運香港投資有限公司，滙俊有限公司，太子有限公司，Full Trend International Property Limited 和 利漢投資有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

☐ 請不要向我發送直接促銷資訊。

☐ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署：_____

姓名：

日期：

Acknowledgement Letter regarding Viewing of Property
關於參觀物業的確認信

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司
Development 發展項目	Kadoorie Lookout 加多利峯
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台)(「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

The Purchaser hereby confirms and acknowledges to the Vendor that, before the signing of the Preliminary Agreement for Sale and Purchase (“**Preliminary Agreement**”) of the Property:

買方謹此確認及知悉在簽署上述物業的臨時買賣合約(「**臨時合約**」)之前:

- ☐ The Vendor has made the Property available for viewing by the Purchaser and the Purchaser has viewed the Property at the following date and time:

賣方已開放上述物業供買方參觀，且買方已於下列日期及時間參觀過上述物業:

Viewing Date 參觀日期: _____

Viewing Time 參觀時間: _____

- ☐ The Purchaser fully understands that he has the right to view the Property before the signing of the Preliminary Agreement and the Vendor has expressly offered to arrange the Purchaser to view the Property before signing the Preliminary Agreement. However, after due consideration and out of the Purchaser's own free will, the Purchaser has declined to do so.
買方完全明白他有權在簽署臨時合約之前參觀上述物業，而賣方已明確邀請買方在簽署臨時合約前參觀上述物業。但經充份考慮後，買方自主選擇決定拒絕參觀。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature(s) of Purchaser(s)
買方簽署

Letter Regarding Option to Purchase TWO Car Parking Spaces
關於車位購買權的信件

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司
Development 發展項目	Kadoorie Lookout 加多利峯
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台) (「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

To: Purchaser
致: 買方

- We refer to your purchase of the Property under a preliminary agreement for sale and purchase dated _____ (the “**Preliminary Agreement**”).
有關閣下根據日期為_____年_____月_____日之臨時買賣合約(以下稱「**臨時合約**」)購買本物業。
- The purpose of this letter is to confirm our offer to you an option to purchase TWO car parking spaces in Kadoorie Lookout (“**Parking Spaces**”) subject to the terms and conditions set out below.
本信件之目的是為了確認本公司按照本信件所列的條款與細則向閣下提供認購「加多利峯」兩個停車位(以下稱「**車位**」)之權利。
 - It shall be a condition of the sale and purchase of the Parking Space that the sale and purchase of the Property shall be completed in accordance with the Preliminary Agreement and the Agreement for Sale and Purchase to be entered into between us relating to the Property (the “**Agreement for Sale and Purchase**”).
作為車位買賣的條件，該物業的買賣必須按臨時合約及本公司與閣下將簽署的買賣合約完成交易。
 - We will give you (and other person(s) (if any) who also has been granted an option to purchase Parking Spaces) a written notice (the “**Notice**”) offering the sale of Parking Spaces. The Notice will set out the prices of the Parking Spaces offered for sale, the time within which you must exercise your option to purchase, and the procedures to follow in case you decide to exercise your option to purchase.
本公司將會給予閣下(以及其他一同享有認購車位之權利的人士(如有))書面通知(以下稱「**該通知**」)出售車位。該通知將會列出出售車位的價格，閣下行使認購權利的時限，及如閣下決定行其認購權利時須遵從的程序。
 - The prices and sales arrangement details (including the method for determining the order of priority in which persons wishing to exercise their options to purchase Parking Spaces may select the Parking Spaces) will be determined by us at our sole and absolute discretion.
本公司有全權及絕對酌情權以決定車位的價格及銷售安排詳情(包括決定行使購買車位權利人士挑選車位的先後次序的方法)。
 - Time shall be of the essence of this letter. If you do not exercise your option to purchase within the time and follow the procedures as set out in the Notice, your option to purchase will lapse and become null and void and our obligations under this letter will be discharged automatically.
在本信件中的時間規定須嚴格遵守。如閣下沒有在該通知所定的時限內行使閣下的認購權利以及遵從該通知

所定的程序，閣下的認購權利將會到期及變成無效。屆時本公司在本信件下的責任將會自動解除。

- (e) All stamp duty chargeable on this letter (if any) and arising from the sale and purchase of the Parking Space(s) shall be borne by you solely. For the purpose of the Stamp Duty Ordinance, the Parking Space is a non-residential property. 閣下須負責所有就本信件並因買賣車位而產生的印花稅(如有)。就《印花稅條例》而言，車位為非住宅物業。
3. Unless and until the relevant legally binding agreement for sale and purchase of the Parking Space in our prescribed form shall have been signed between you and us, this letter does not confer or create any interest in any of the Parking Spaces. 除非及直至本公司與閣下已經簽訂一份具有法律約束力、並按照本公司指定格式製備的車位買賣合約，本函不會就任何車位賦予閣下(或產生)任何權益。
4. This letter is not registrable and shall not be submitted to any registry, including without limitation the Land Registry and the Companies Registry, for registration. 本函不屬可予註冊的文件，亦不得被提交予任何登記處(包括但不限於土地註冊處及公司註冊處)進行登記註冊。
5. If you fail to comply with your obligations stipulated in the Preliminary Agreement, the Agreement for Sale and Purchase or this letter, then this letter shall be automatically terminated and cease to have any effect immediately. 如閣下未能遵守閣下於臨時買賣合約、買賣合約或本信件所訂立的責任，本函將會自動終止並立即失效。
6. You acknowledge and understand that :- 閣下知悉及明白:-
- (a) We may grant to other person(s) an option to purchase Parking Space(s) similar to your option to purchase. 本公司可向其他人士提供與閣下的認購權利相似的認購車位的權利。
- (b) Your option to purchase is only exercisable when we offer the Parking Spaces for sale and subject to the terms and conditions set out in this letter. 閣下的認購權利在本公司出售車位時方可行使及受本信件所列的條款與細則所限。
7. The rights and benefits (if any) in this letter are personal to you and is only available to you as a purchaser of the Property who has signed a preliminary agreement for sale and purchase of the Property. The rights or benefits conferred on you (if any) under this letter are non-assignable and non-transferable. 本函的權利及利益(如有)屬於閣下個人所有，並且僅向閣下作為已簽署物業的臨時買賣合約的物業之買方提供。本信件賦予閣下的權利或利益(如有)不得轉讓或轉移。
8. In case of dispute, we reserve our right to make the final decision on all matters arising from this letter and such decision shall be binding on you. 如有爭議，本公司有權就本函衍生的所有事宜作最後決定，而該決定對閣下有約束力。
9. In case of inconsistency between Chinese and English versions, the English version shall prevail. 如中英文版本內容有異，則一概以英文版為準。

For and on behalf of
Lawin Development Limited

For and on behalf of
Billion Progress Investment Limited

Authorized Signature(s)

Authorized Signature(s)

For and on behalf of
Chance (HK) Investment Limited

For and on behalf of
Union Smart Corporation Limited

Authorized Signature(s)

For and on behalf of
Prince Way Limited

Authorized Signature(s)

For and on behalf of
Full Trend International Property Limited

Authorized Signature(s)

For and on behalf of
New Good Investments Limited

Authorized Signature(s)

Authorized Signature(s)

After due and careful consideration of the aforesaid terms and conditions contained in this letter, we/I agree to accept the same and comply with the terms and conditions herein set out. 經小心考慮本信件內的條款及細則後，本人/吾等同意接受及遵守本信件內的條款及細則。

Signature of Purchaser
買方簽署

Letter Regarding Option to Purchase a Shop
關於商舖購買權的信件

Appendix I

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司
Development 發展項目	Kadoorie Lookout 加多利峯
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台) (「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

To: Purchaser
致: 買方

1. We refer to your purchase of the Property under a preliminary agreement for sale and purchase dated _____ (the “**Preliminary Agreement**”).
有關閣下根據日期為_____年____月____日之臨時買賣合約(以下稱「**臨時合約**」)購買本物業。
2. The purpose of this letter is to confirm our offer to you an option to purchase ONE shop in Kadoorie Lookout (the “**Shop**”) subject to the terms and conditions set out below.
本信件之目的是為了確認本公司按照本信件所列的條款與細則向閣下提供認購「加多利峯」一個商舖(以下稱「**商舖**」)之權利。
 - (f) It shall be a condition of the sale and purchase of the Shop that the sale and purchase of the Property shall be completed in accordance with the Preliminary Agreement and the Agreement for Sale and Purchase to be entered into between us relating to the Property (the “**Agreement for Sale and Purchase**”).
作為商舖買賣的條件，本物業的買賣必須按臨時合約及本公司與閣下將簽署的買賣合約完成交易。
 - (g) We will give you (and other person(s) (if any) who also has been granted an option to purchase the Shops) a written notice (the “**Notice**”) offering the sale of the Shops. The Notice will set out the prices of the Shops offering for sale, the time within which you must exercise your option to purchase, and the procedures to follow in case you decide to exercise your option to purchase.
本公司將會給予閣下(以及其它一同享有認購商舖之權利的人士(如有))書面通知(以下稱「**該通知**」)出售商舖。該通知將會列出出售商舖的價格，閣下行使認購權利的時限，及如閣下決定行其認購權利時須遵從的程序。
 - (h) The prices and sales arrangement details (including the method for determining the order of priority in which persons wishing to exercise their options to purchase the Shops may select the Shops) will be determined by us at our sole and absolute discretion.
本公司有全權及絕對酌情權以決定商舖的價格及銷售安排詳情(包括決定行使購買商舖權利人士挑選商舖的先後次序的方法)。
 - (i) Time shall be of the essence of this letter. If you do not exercise your option to purchase within the time and follow the procedures as set out in the Notice, your option to purchase will lapse and become null and void and our obligations under this letter will be discharged automatically.
在本信件中的時間規定須嚴格遵守。如閣下沒有在該通知所定的時限內行使閣下的認購權利以及遵從該通知所定的程序，閣下的認購權利將會到期及變成無效。屆時本公司在本信件下的責任將會自動解除。

- (j) All stamp duty chargeable on this letter (if any) and arising from the sale and purchase of the Shop shall be borne by you solely. For the purpose of the Stamp Duty Ordinance, the Shop is a non-residential property.
閣下須負責所有就本信件並因買賣商舖而產生的印花稅(如有)。就《印花稅條例》而言，商舖為非住宅物業。
3. Unless and until the relevant legally binding agreement for sale and purchase of the Shop in our prescribed form shall have been signed between you and us, this letter does not confer or create any interest in any of the Shops.
除非及直至本公司與閣下已經簽訂一份具有法律約束力、並按照本公司指定格式製備的商舖買賣合約，否則本函不會就任何商舖賦予閣下(或產生)任何權益。
4. This letter is not registrable and shall not be submitted to any registry, including without limitation the Land Registry and the Companies Registry, for registration.
本函不屬可予註冊的文件，亦不得被提交予任何登記處(包括但不限於土地註冊處及公司註冊處)進行登記註冊。
5. If you fail to comply with your obligations stipulated in the Preliminary Agreement, the Agreement for Sale and Purchase or this letter, then this letter shall be automatically terminated and cease to have any effect immediately.
如閣下未能遵守閣下於臨時買賣合約、買賣合約或本信件所訂立的責任，本函將會自動終止並立即失效。
6. You acknowledge and understand that :-
閣下知悉及明白:-
- (c) We may grant to other person(s) an option to purchase the Shop(s) similar to your option to purchase.
本公司可向其他人士提供與閣下的認購權利相似的認購商舖的權利。
- (d) Your option to purchase is only exercisable when we offer the Shops for sale and subject to the terms and conditions set out in this letter.
閣下的認購權利在本公司出售商舖時方可行使及受本信件所列的條款與細則所限。
7. The rights and benefits (if any) in this letter are personal to you and is only available to you as a purchaser of the Property who has signed a preliminary agreement for sale and purchase of the Property. The rights or benefits conferred on you (if any) under this letter are non-assignable and non-transferable.
本函的權利及利益(如有)屬於閣下個人所有，並且僅向閣下作為已簽署物業的臨時買賣合約的物業之買方提供。本信件賦予閣下的權利或利益(如有)不得轉讓或轉移。
8. In case of dispute, we reserve our right to make the final decision on all matters arising from this letter and such decision shall be binding on you.
如有爭議，本公司有權就本函衍生的所有事宜作最後決定，而該決定對閣下有約束力。
9. In case of inconsistency between Chinese and English versions, the English version shall prevail.
如中英文版本內容有異，則一概以英文版為準。

For and on behalf of
Lawin Development Limited

For and on behalf of
Billion Progress Investment Limited

Authorized Signature(s)

Authorized Signature(s)

For and on behalf of
Chance (HK) Investment Limited

For and on behalf of
Union Smart Corporation Limited

Authorized Signature(s)

For and on behalf of
Prince Way Limited

Authorized Signature(s)

For and on behalf of
Full Trend International Property Limited

Authorized Signature(s)

For and on behalf of
New Good Investments Limited

Authorized Signature(s)

Authorized Signature(s)

After due and careful consideration of the aforesaid terms and conditions contained in this letter, we/I agree to accept the same and be bound by the terms and conditions herein set out. 經小心考慮本信件內的條款及細則後，本人/吾等同意接受本信件內的條款及細則及受其約束。

Signature of Purchaser
買方簽署

Appendix J**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。

The Development 發展項目	Kadoorie Lookout 加多利峯	
The Property 物業	Floor 樓層 28 and 29 28 至 29	Duplex B 複式單位 B
		No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號
The Vendor 賣方	New Good Investments Limited 利漢投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Billion Progress Investment Limited 億展投資有限公司 Lawin Development Limited 利運發展有限公司 Prince Way Limited 太子有限公司 Union Smart Corporation Limited 滙俊有限公司 Full Trend International Property Limited	
(a) The amount of the management fee that is payable for the Property : HK\$/港幣 11,818 per month 每月 須就物業支付的管理費用的款額		
(b) The amount of the Government rent (if any) that is payable for the Property : The annual Government rent of the Property is HK\$32,832. 須就物業繳付的地稅（如有的話）的款額 現時物業之每年地稅為港幣 32,832 元。		
(c) The name of the owners' incorporation (if any) : None 業主立案法團（如有的話）的名稱 無		
(d) The name of the manager of the Development : Cushman & Wakefield Property Management Ltd. 發展項目的管理人的姓名或名稱 戴德梁行物業管理有限公司		
(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 : None 賣方自政府或管理處接獲的關於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 無		
(f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development : None 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 無		
(g) Any pending claim affecting the Property that is known to the Vendor : None 賣方所知的影響物業的任何待決的申索 無		

Date of printing /印製日期: _____

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.

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

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s) 買方姓名:

Letter relating to fittings, finishes, appliances and/or furniture
有關裝置裝修物料、設備及/或傢俱的信函

Vendor 賣方	Lawin Development Limited 利運發展有限公司 Billion Progress Investment Limited 億展投資有限公司 Chance (HK) Investment Limited 億運香港投資有限公司 Union Smart Corporation Limited 滙俊有限公司 Prince Way Limited 太子有限公司 Full Trend International Property Limited New Good Investments Limited 利漢投資有限公司
Development 發展項目	Kadoorie Lookout 加多利峯
Property 物業	Duplex B (with balcony on the 28th Floor and flat roof on the roof), 28th Floor and 29th Floor, Kadoorie Lookout, No. 110 Argyle Street, Kowloon, Hong Kong 香港九龍亞皆老街 110 號加多利峯 28 樓至 29 樓, 複式單位 B 室(包括 28 樓露台及天台的平台) (「本物業」)
Purchaser 買方	
I.D./ Passport/ B.R. No. 身份證/ 護照/ 商業登記號碼	
Date 日期	

To : Vendor

致 : 賣方

1. I/We, (“**Purchaser**”), refer to our purchase of the Property under a Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”).
本人/吾等 (「**買方**」) 根據臨時買賣合約 (「**臨時合約**」) 購入本物業。
2. The Purchaser agrees and confirms that the Purchaser shall take (a) the Property on an “as-is” basis as at the date of completion, and (b) all existing fittings, finishes, appliances and/or furniture provided in the Property (collectively the “**Items**”) on an “as-is” and “where is” basis as at the date of completion.
買方同意及確認買方(a)以本物業於成交時的狀況及 (b)以所有本物業現有裝置裝修物料、設備及/或傢俱(統稱「**該等物件**」) 於成交時的狀況及所在位置購入裝修及傢俱。
3. The Purchaser hereby declares that the Purchaser fully understands and accepts in all respects with the existing state, condition and finishes of the Items without any requisition or objection whatsoever in respect of the same and shall not be entitled to terminate the Preliminary Agreement or subsequent agreement for sale and purchase (“**Agreement for Sale and Purchase**”) by reason of the aforesaid. No warranty or representation whatsoever has been given or is made by the Vendor on the physical state and condition quality, repair or fitness of the Items for any purpose.
買方聲明買方完全明白及接受所有裝修及傢俱之現況及狀態, 買方沒有對該等物件有任何質詢或反對。買方不得就前述事宜終止臨時合約或其後的買賣合約 (「**買賣合約**」)。賣方沒有為該等物件的現狀、狀態、品質及修補或適用情況提供或作出任何保證或陳述。
4. The Purchaser has been given specifically requested by the Vendor to seek independent legal advice on the foregoing and the Purchaser is fully aware of the legal consequences thereof. Notwithstanding any other provisions contained in the Preliminary Agreement or the Agreement for Sale and Purchase, the Purchaser hereby (a) declares that the Purchaser is fully satisfied with and accepts in all respects the existing state, condition and finishes of the Property (including all the Items); and (c) agrees to waive any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Items.
賣方特別要求買方就以上諮詢獨立的法律意見, 買方充份明白上述事宜的法律後果。儘管臨時合約或買賣合約的其他條款, 買方茲 (a)聲明買家完全滿意並接受本物業 (包括所有該等物件) 的現況及狀態; 及(c)同意免除任何相關的質詢及反對, 並同意不會要求賣方就該等物件的任何或所有部份提供業權或業權的證明。

5. The Purchaser further acknowledges and agrees that the Purchaser does not enter into the Preliminary Agreement or the Agreement for Sale and Purchase in reliance of any warranty, undertaking or representation, whether expressed or implied, given by the Vendor whether or not in relation to the Items and layout in the Property and/or their proposed uses or purposes.
買方進一步知悉及同意買方簽訂臨時合約或買賣合約，並不倚賴賣方提供的任何明確或隱含的保證，承諾或表述，不論是關於本物業的該等物件及布局及/或其預計的用途或目的。
6. This letter is independent of the Preliminary Agreement and the Agreement for Sale and Purchase thereto. Nothing herein shall supersede or vary or modify and terms or conditions of the Preliminary Agreement and the Agreement for Sale and Purchase unless conflict with the terms and conditions contained herein. This letter does not affect the rights and remedies of the Vendor or the Purchaser under the Preliminary Agreement or the Agreement for Sale and Purchase. In case the Vendor fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the Preliminary Agreement or the Agreement for Sale and Purchase will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement for Sale and Purchase.
本函是獨立於臨時合約及買賣合約。除了不一致的條款外，本函不取代或修改或變更臨時合約及買賣合約的條款。本函不影響賣方或買方在臨時合約及買賣合約下的權利和賠償。如賣方未能遵守或履行本函的任何責任，臨時合約及買賣合約的所有條款的運作，有效性或可執行性將不受損害，變更或影響，而買方仍須遵守及履行臨時合約及買賣合約的所有條款。
7. The benefit in this letter is personal to the Purchaser and is only available to the Purchaser as a purchaser of the Property only (which for the avoidance of doubt excludes any other properties in the Gramercy which the Purchaser has purchased or may purchase). The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.
本函之利益為買方個人擁有，並只限於作為本物業之買方（為免疑慮，不包括買方已購入或將購入該發展項目的其他物業）。本函賦予買方的權利和利益不能轉讓或轉移。
8. I/We undertake to the Vendor the following: (a) to keep the existence and contents of this letter in strictest confidence; (b) not to disclose this letter or any part hereof to any third party; and (c) not to register this letter at the Land Registry.
本人/吾等向賣方作出以下承諾：(a) 將本函的存在及其內容嚴格保密；(b) 不會向任何第三方透露本函或其任何部份；及(c) 不會將本函於土地註冊處登記。

After due and careful consideration of the contents of this letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

經過詳盡及細心考慮本函之內容後，本人/吾等同意接受並同意接受並受本函所載之條款約束。

For and on behalf of
Lawin Development Limited

For and on behalf of
Billion Progress Investment Limited

Authorized Signature(s)

Authorized Signature(s)

For and on behalf of
Chance (HK) Investment Limited

For and on behalf of
Union Smart Corporation Limited

Authorized Signature(s)

Authorized Signature(s)

For and on behalf of
Prince Way Limited

For and on behalf of
Full Trend International Property Limited

Authorized Signature(s)

Authorized Signature(s)

For and on behalf of
New Good Investments Limited

Authorized Signature(s)

Note : The Chinese version is for reference only. In the event of any discrepancy between the English and Chinese versions of this Letter, the English version shall prevail. (請注意: 中文版本只作參考，倘若本信函的中英文版本有歧義，以英文版本為準。)