

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE

OF

載有下述物業招標條款之招標公告

Tower 2 Floor 19 Unit A (the “**Property**”) of ONE HOMANTIN (the “**Development**”)
ONE HOMANTIN (「發展項目」) 第 2 座 19 樓 A 單位 (「該物業」)

Date 日期: 30 May 2019

2019 年 5 月 30 日

From: Easy Merit Holdings Limited (the “**Vendor**”)

本文件由 Easy Merit Holdings Limited (「賣方」) 發出

To: Tenderers of the Property

致：該物業投標人

- (1) To make an offer to purchase the Property, you shall
如欲作出要約購買該物業，閣下須
- (a) complete and sign the Offer Section of this document below (the “**Offer Section**”) without any amendment to this document;
填妥及簽署本文件下文要約部份 (「**要約部份**」) (不得修改本文件)；
 - (b) complete and execute the enclosed form of the preliminary agreement for sale and purchase of the Property (the “**PASP**”) and without any amendment and **in duplicate**;
填妥及簽立該物業之臨時買賣合約 (「**臨時合約**」) (其格式附夾於本文件，不得修改)，一式兩份；
 - (c) complete and sign the enclosed forms of each of the following without any amendment and **in duplicate**;
填妥及簽署以下各項 (其格式附夾於本文件，不得修改)，一式兩份：
 - (i) Acknowledgement Letter regarding Quintessentially membership;
「有關 Quintessentially 會籍的確認函」；
 - (d) complete and sign the enclosed forms of each of the following without any amendment and **in duplicate**;
填妥及簽署以下各項 (其格式附夾於本文件，不得修改)，一式兩份：
 - (i) Warning to Purchasers;
「對買方的警告」；

- (ii) Declaration of Relationship with the Vendor;
「與賣方關係的聲明」；
- (iii) Personal Data Collection Statement;
「收集個人資料聲明」；
- (iv) Declaration in relation to Intermediary;
「有關中介人的聲明」；
- (v) Vendor's Information Form; and
「賣方資料表格」；及
- (vi) Acknowledgement Letter regarding Gondola System.
「吊船系統確認函」。

Please do not date the PASP and the documents referred to in (1)(c) above. Please date the documents referred to in (1)(d) above the date on which you sign the same.

請勿於臨時合約及上述第（1）（c）段提及之文件填上日期。 簽署上述第（1）（d）段提及之文件時，請填上簽署日期。

- (2) You shall submit the following to the Vendor, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to **19/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong between 11 a.m. on 2 June 2019 and the closing date and time of the tender being 2 p.m. on 31 August 2019.** **In case a Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between 11 a.m. and 2 p.m. on the tender closing date, the tender closing date and time will be automatically postponed to 2 p.m. on the next business day in respect of which no Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is issued at any time between 11 a.m. and 2 p.m. “Business day” means a day that is not a Saturday, Sunday or public holiday. 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 relating to the Property.**

閣下須於 **2019年6月2日上午十一時正至招標截止日期及時間即2019年8月31日下午二時正**把下述文件連同本文件（要約部份須如上所述填妥及簽署），一併交回香港九龍尖沙咀海港城港威大廈第二座十九樓。如於招標截止日期上午11時至下午2時之間，懸掛8號或以上颱風訊號或發出黑色暴雨警告訊號，招標截止日期及時間自動順延至下一個緊接該日並在上午11時至下午2時之間並無懸掛8號或以上颱風訊號或發出黑色暴雨警告訊號之辦公日之下午2時。「辦公日」指不屬星期六、星期日或公眾假期的日子。請注意：賣方有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。

- (a) your completed and executed documents referred to in (1) above;
經閣下填妥及簽立之上述第（1）段所述的文件；
- (b) one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price you offered and made payable to

“Baker & McKenzie”, the Vendor’s solicitors OR one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of HK\$3,000,000 and one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price you offered less HK\$3,000,000 all such cashier orders and cheques made payable to “Baker & McKenzie”, the Vendor’s solicitors; and

一張或多張由香港持牌銀行發出金額合共等於閣下出價 5%、而抬頭人為“貝克·麥堅時律師事務所”（即賣方律師）的港幣銀行本票 或 一張或多張由香港持牌銀行發出金額合共等於港幣 3,000,000 元的港幣銀行本票及一張或多張由香港持牌銀行戶口開出金額合共等於閣下出價 5% 減去港幣 3,000,000 元之港幣支票，所有該等本票和支票抬頭人為“貝克·麥堅時律師事務所”（即賣方律師）；及

- (c) copy(ies) of your identification document(s) (*note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any) and business registration certificate*)

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）

- (3) 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 5 p.m. on the seventh working day after the closing date of the tender** (the “Specified Date”) and, on acceptance by the Vendor, a contract shall be constituted between you and the Vendor. “Working day” in this paragraph (3) shall have the same meaning given under Residential Properties (First-hand Sales) Ordinance.

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，且該要約於招標截止日期後的第 7 個工作日（「指明日期」）下午五時正及之前不能收回及可供賣方接受，而一經賣方接受，閣下與賣方間即有合約存在。本第(3)段中「工作日」一詞之意思如《一手住宅物業銷售條例》所釋義者。

- (4) The Vendor may accept your offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return to you one duplicate of the PASP executed by the Vendor and dated not later than the Specified Date as soon as practicable.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受閣下要約。賣方接受後，將盡快向閣下交回經賣方簽立且日期為不後於指明日期之臨時合約一份。

- (5) The successful tenderer of the Property shall have an option to purchase one Residential Parking Space in the Development (the “**Option**”). The successful tenderer must decide whether to purchase one Residential Parking Space in the Development and must enter into the relevant sale and purchase agreement(s) within the period as prescribed by the Vendor, failing which that Purchaser will be deemed to have given up the Option. The Option is not transferrable. Price List(s) and sales arrangements details of Residential Parking Spaces in the Development will be determined by the Vendor at its sole and absolute discretion and will be announced later. The decision as to whether and when to sell any Residential Parking Space and the terms of such sale are subject to the sole discretion of the Vendor.

該物業的中標人可獲認購發展項目一個住客車位之權利（「認購權」）。中標人需依照賣方所訂之時限決定是否購買發展項目一個住客車位及簽署相關買賣合約，逾時作棄權論。本認購權不得轉讓。發展項目住客車位的價單及銷售安排詳情將由賣方全權及絕對酌情決定，並容後公佈。將住宅停車位出售與否以及何時出售，以及銷售條款，一概由賣方全權酌情決定。

- (6) The cashier order(s) and cheque(s) (if any) submitted will be remained uncashed until the Vendor has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendor, the cashier order(s) and cheque(s) (if any) will be cashed and the amount will be treated as the initial deposit of the Property. If your offer is not accepted by the Vendor, you will be notified and the cashier order(s) and cheque(s) (if any) will be uncashed and made available for your collection by prior appointment Provided That the Vendor shall be entitled to return the cashier order(s) and cheque(s) (if any) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方尚未決定是否接受閣下要約前，閣下所提交之本票和支票（如有）將不作兌現。倘賣方接受閣下要約，本票和支票（如有）將作兌現，而金額將視作該物業的臨時訂金。倘賣方不接受閣下要約，閣下將獲通知，本票和支票（如有）將不作兌現，且經預約閣下可領回本票和支票（如有），唯賣方亦可將本票和支票（如有）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）。

- (7) 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. The Vendor has the absolute right to change the closing date and/or time of the tender from time to time by amending the Sales Arrangements in relation hereto.

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。賣方有全權於接受任何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不時更改招標截止日期及/或時間。

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

特此建議閣下就本文件之條款及格式附夾於本文件之各文件向閣下律師尋求意見。

- (9) 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 giving 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.

本文件及所附夾之表格均屬機密，唯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專業顧問，唯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。

- (10) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.

並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。

- (11) 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).

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。

- (12) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本僅供參考之用，如與英文本有歧義，將以英文本為準。



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OFFER SECTION

要約部份

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

由投標者填妥及簽署：

I/We hereby submit the materials referred to (2) above to the Vendor, namely (please tick “√”):

我/我們特此向賣方提交第（2）段所述之文件如下（請標上“√”）：

- completed and executed PASP (**IN DUPLICATE**)
已填妥及簽立之臨時合約（一式兩份）
- the signed Acknowledgement Letter regarding Quintessentially membership (**IN DUPLICATE**)
已簽署的「有關 Quintessentially 會籍的確認函」（一式兩份）
- the signed Warning to Purchasers (**IN DUPLICATE**)
已簽署的「對買方的警告」（一式兩份）
- the signed Declaration of Relationship with the Vendor (**IN DUPLICATE**)
已簽署的「與賣方關係的聲明」（一式兩份）
- the signed Personal Data Collection Statement (**IN DUPLICATE**)
已簽署的「收集個人資料聲明」（一式兩份）
- the signed Declaration in relation to Intermediary (**IN DUPLICATE**)
已簽署的「有關中介人的聲明」（一式兩份）
- the signed Vendor's Information Form (**IN DUPLICATE**)
已簽署的「賣方資料表格」（一式兩份）
- the signed Acknowledgement Letter regarding Gondola System (**IN DUPLICATE**)
已簽署的「吊船系統確認函」（一式兩份）
- one or more Hong Kong Dollar cashier order(s) issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered and made payable to “Baker & McKenzie” **OR** one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of HK\$3,000,000 and one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price offered less HK\$3,000,000 all such cashier orders and cheques made payable to “Baker & McKenzie”
一張或多張由香港持牌銀行發出金額合共等於出價 5%、抬頭人為“貝克·麥堅時律師事務所”的港幣銀行本票 **或** 一張或多張由香港持牌銀行發出金額合共等於港幣 3,000,000 元的港幣銀行本票及一張或多張由香港持牌銀行戶口開出金額合共等於出價 5% 減去港幣 3,000,000 元之港幣支票，所有該等本票和支票抬頭人為“貝克·麥堅時律師事務所”
- copy(ies) of identification document(s) of all tenderers
所有投標人的身份證明文件之副本

I/We hereby confirm that I/we agree to and am/are bound by the above terms and conditions, in consideration of the Vendor's payment of HK\$10 to me/us after receiving my/our written demand.

我/我們特此確認我/我們同意上述條款並受上述條款約束（以賣方收到我/我們書面通知後向我/我們支付港幣 10 元為代價）。

Signature(s) 簽署

Name of tenderer(s) 投標人的姓名：_____

No(s). of identification documents 身份證明文件之號碼：_____

(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 (i) the company number and (ii) place of incorporation)

(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（ii）公司成立地點）

(i)_____

(place of incorporation, if applicable 公司成立地點，如適用：(ii)_____)

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

Address 地址：_____

Telephone number 電話號碼：_____

Fax number 傳真號碼：_____

Email address 電郵地址：_____

I/We hereby confirm that (please choose one of the following):

我／我們特此確認（請選擇以下其一）：

- before my/our submission of the said documents, the Vendor has made the Property available for my/our viewing and I/we have viewed the Property.
於我/我們提交上述文件前，賣方已開放該物業供我們參觀，而我／我們已參觀該物業。
- before my/our submission of the said documents, the Vendor has made the Property available for my/our viewing but after due consideration and out of my / our own free will and choice I / we decided not to view the Property.
於我/我們提交上述文件前，賣方已開放該物業供我們參觀，但經充份考慮後我／我們自主選擇決定不參觀該物業。
- before my/our submission of the said documents, since it is not reasonably practicable for the Property to be viewed by me/us the Vendor has made a comparable residential property available for viewing by me/us and I/we have viewed the comparable residential property.
於我/我們提交上述文件前，由於開放該物業予本人/我們參觀並非合理地切實可行，賣方已開放與該物業相若的住宅物業供本人/我們參觀，而我／我們已參觀與該物業相若的住宅物業。
- before my/our submission of the said documents, the Vendor has made a comparable residential property available for my/our viewing but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property.
於我/我們提交上述文件前，賣方已開放與該物業相若的住宅物業供我們參觀，但經充份考慮後我／我們自主選擇決定不參觀與該物業相若的住宅物業。
- before my/our submission of the said documents, since it is not reasonably practicable for the Property or a comparable residential property to be viewed by me/us, I/we agree that the Vendor is not required to make the Property or such a comparable residential property available for viewing by me/us before the Property is sold to me/us.
於我/我們提交上述文件前，由於開放該物業或與該物業相若的住宅物業供本人/我們參觀並非合理地切實可行，本人/我們同意賣方無須在該物業售予本人/我們之前開放該物業或與該物業相若的住宅物業供本人/我們參觀。

Vendor 賣方 : Easy Merit Holdings Limited
Sales Agent for Vendor 賣方銷售代理人: Wheelock Properties (Hong Kong) Limited (會德豐地產(香港)有限公司)

Vendor's solicitors BAKER & MCKENZIE 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong Tel. No. 電話號碼 2846-2426
賣方律師 貝克·麥堅時律師事務所 香港鰂魚涌英皇道 979 號太古坊一座 14 樓 Fax No. 傳真號碼 2810-1149

Purchaser 買方	Purchasers' / Purchaser's Name(s) 買方姓名	HKID No. / Passport No. / B.R.No. 香港身份證號碼/護照號碼/商業登記證號碼
	(1) _____	_____
	(2) _____	_____
	(3) _____	_____
	Directors' names and HKID Nos. (for corporate purchasers only) 董事姓名及身份證號碼 (只適用於買方為有限公司)	
	(1) _____	_____
	(2) _____	_____
		Tel. No 電話號碼
Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址	_____	_____

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the "Other Terms and Conditions" set out hereto. 賣方及買方於此同意根據以下條款及後述的"其他條款及條件"出售及購買下述之物業。

Name and Address of the Development 發展項目名稱及地址:	
ONE HOMANTIN	
1 Sheung Foo Street, Ho Man Tin, Kowloon 九龍何文田常富街 1 號	
The Property 本物業	Tower 2 座 Floor 19 樓 Unit A 單位 with flat roof/roof/garden ("Residential Unit") 連同平台/天台/花園 "住宅單位"

Purchase Price and 90-day Cash Payment Plan 售價及 90 天現金優惠付款計劃

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows ("Payment Terms"):- , 並須由買方按以下方式付予賣方 ("付款方式") :-
Preliminary Deposit in the sum of 臨時訂金為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的 5%) 的臨時訂金, 須於簽署本臨時合約時支付
Further Deposit in the sum of 加付訂金為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of the formal Agreement for Sale & Purchase (即售價的 5%) 的加付訂金, 須於簽署正式合約時支付
Balance of Purchase Price 售價餘額	HK\$ 港幣	元	, which is equal to 90% of the purchase price shall be paid on or before the 90 th day after the date on which this Preliminary Agreement is signed (the "Completion Date"). (即售價的 90%) 的售價餘額, 須於本臨時合約的簽署日期之後的第 90 日當日或之前 ("成交日期") 付清
	Completion Date 成交日期		

[note] must not be paid before date of Agreement for Sale and Purchase
[備註] 不能早於正式買賣合約日期

Received from the Purchaser the sum of HK\$ 茲收到買方港幣	元	Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement. 作為簽訂本臨時合約同時應付之臨時訂金	Received by 經手收款人 Signature 簽署
Name of Bank 銀行名稱		Cashier's Order/Cheque No. 本票/支票號碼	

It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and the provisions under "Other Terms and Conditions" as well as the Appendix shall all form part of this Preliminary Agreement and are incorporated in this Preliminary Agreement.

買方在此同意及明白所有上列條件及"其他條款及條件"下所述之規定以及附錄均構成本臨時合約的部份, 並納入本臨時合約。

OTHER TERMS AND CONDITIONS 其他條款及條件:

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。

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, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor’s solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.

買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署一份由賣方律師訂定的標準正式合約及不得修改其內容，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。

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：

Please refer to the “Schedule 1” attached to this Preliminary Agreement. The said “Schedule 1” forms part of this Preliminary Agreement.

請參閱隨本臨時合約附上之“附表一”。“附表一”屬本臨時合約一部份。

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — fittings, finishes and appliances set out in the Appendix.

本物業買賣所包括的裝置、裝修物料及設備如下— 附錄所列明之裝置、裝修物料及設備。

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. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor

considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.

賣方保留於其認為所需時修改本發展項目（包括本物業）建築圖則之權利，但賣方須由建築事務監督就有關影響本物業修改之批准後計 14 天內以書面通知買方。

14. 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. The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.

買方在購買本物業時完全知悉本物業的實際狀況及在本物業內之裝置、裝修物料及設備並接受其現狀。本物業成交時，賣方需將本物業交吉予買方。

15. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on the Completion Date.

買賣雙方同意於成交日期於辦公時間內在賣方律師辦公地點完成出售及購買本物業。

16. (a) The buyer's 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買家印花稅(如有的話)，由買方承擔。

- (b) The charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement ("DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約(“大廈公契”)製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，蓋由買方單獨承擔及繳付。

- (c) Each party shall pay its own solicitors costs and disbursements of and incidental to the Preliminary Agreement, the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Preliminary Agreement, the Agreement and the subsequent Assignment.

買賣雙方必須自行負擔各自聘用律師於擬定、完成、釐印及登記本臨時合約、正式合約及轉讓契之費用及支出及其他一切有關本臨時合約、正式合約及轉讓契之法律費用及支出。

- (d) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and mortgage (if applicable) of the Property.

買方須負責其在有關買入及抵押(如適用)本物業之所有律師費用及代墊付費用。

17. Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any sub-sale or nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.

不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方轉售本物業或提名或指派其他人士或個體作為轉讓契的承讓人或賣方因應買方要求簽署一份以上的轉讓契而產生的額外賣方代表律師費。

18. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors

上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。

19. Upon termination of this Preliminary Agreement in accordance with Clause 7, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

在本臨時合約按第 7 條終止時，如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，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。

20. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.

買方如有更改通訊地址或聯絡電話，須以書面通知賣方。

21. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
22. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
23. If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent Assignment.
如本臨時合約下的本物業包括住宅單位也同時包括車位，該物業必須由單一份正式買賣合約及其後單一份轉讓契涵蓋。
24. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改該付款方式及該售價在計算方面之錯誤或遺漏。
25. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
26. This Preliminary Agreement is not preceded by an unwritten sale agreement or an 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，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
27. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
28. Both English and Chinese versions of this Preliminary Agreement have the same binding effect.
本臨時合約之中英文版本，同具法律效力。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白其內容。

Purchaser
買方

For and on behalf of the Vendor
賣方代表

Purchaser's Signature
買方簽署

Authorized signature(s) 經授權簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司

SCHEDULE 1 附件一

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附件中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Tower 2 Floor 19 Unit A

第 2 座 19 樓 A

- (a) the saleable area of the Property is 138.296 square metres / 1,489 square feet of which —
本物業的實用面積為 138.296 平方米 / 1,489 平方呎，其中—
- 4.739 square metres / 51 square feet is the floor area of the balcony;
4.739 平方米 / 51 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；
- square metres / --- square feet is the floor area of the verandah; and
--- 平方米 / --- 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 --- square metres / --- square feet;
空調機房的面積為 --- 平方米 / --- 平方呎；
- the area of the bay window is --- square metres / --- square feet;
窗台的面積為 --- 平方米 / --- 平方呎；
- the area of the cockloft is --- square metres / --- square feet;
閣樓的面積為 --- 平方米 / --- 平方呎；
- the area of the flat roof is 12.958 square metres / 139 square feet;
平台的面積為 12.958 平方米 / 139 平方呎；
- the area of the garden is --- square metres / --- square feet;
花園的面積為 --- 平方米 / --- 平方呎；
- the area of the parking space is --- square metres / --- square feet;
停車位的面積為 --- 平方米 / --- 平方呎；
- the area of the roof is 117.400 square metres / 1,264 square feet;
天台的面積為 117.400 平方米 / 1,264 平方呎；
- the area of the stairhood is 8.756 square metres / 94 square feet;
梯屋的面積為 8.756 平方米 / 94 平方呎；
- the area of the terrace is --- square metres / --- square feet;
前庭的面積為 --- 平方米 / --- 平方呎；
- the area of the yard is --- square metres / --- square feet.
庭院的面積為 --- 平方米 / --- 平方呎。

APPENDIX

Fittings, Finishes and Appliances

附錄 裝置、裝修物料及設備

Internal wall & ceiling	<p>Internal Wall Living room ,dining room and bedroom finished with emulsion paint.</p> <p>Ceiling Ceiling of living room , dining room and bedroom finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.</p>	內牆及天花板	<p>內牆 客廳、飯廳及睡房髹上乳膠漆。</p> <p>天花板 客廳、飯廳及睡房天花板髹上乳膠漆，及裝設髹上乳膠漆的石膏板假陣。</p>
Internal floor	Living room, dining room and bedroom finished with engineered timber flooring and timber skirting. Natural stone border along edge of floor adjoining door to balcony and door to flat roof.	內部地板	客廳、飯廳及睡房內部地板以複合木鋪砌，及配以木牆腳線。通往露台門及平台門之內部地板圍邊部分以天然石鋪砌。
Bathroom	Wall finished with natural stone. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint. Wall finishes run up to the false ceiling.	浴室	牆身以天然石材鋪砌。地板以天然石材鋪砌。假天花裝設髹上乳膠漆的石膏板。牆身裝修物料鋪砌至假天花。
Kitchen	<p>Wall finished with porcelain tiles and glazing. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint and metal panel false ceiling are provided. Cooking bench countertop is fitted with solid surface material. Wall finishes run up to the false ceiling.</p> <p>Except the following units: <u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F <u>Tower 2</u> Unit A of 19/F <u>Tower 3</u> Unit A, B, C & D of G/F <u>Tower 5</u> Unit A, B & C of G/F</p> <p>For the above units: Wall finished with natural stone and glazing. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint and metal panel false ceiling are provided. Cooking bench countertop is fitted with reconstituted stone. Wall finishes run up to the false ceiling.</p>	廚房	<p>牆身以瓷磚及玻璃鋪砌。地板以天然石材鋪砌。裝設石膏板髹乳膠漆及金屬板假天花。灶台面以實體面料安裝。牆身裝修物料鋪砌至假天花。</p> <p>以下單位除外： <u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位 <u>第 2 座</u> 19 樓 A 單位 <u>第 3 座</u> 地下 A、B、C 及 D 單位 <u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>以上單位： 牆身以天然石材及玻璃鋪砌。地板以天然石材鋪砌。裝設石膏板髹乳膠漆及金屬板假天花。灶台面以人造石材安裝。牆身裝修物料鋪砌至假天花。</p>
Doors	Unit Main entrance Solid core timber fire rated door finished with wood veneer and fitted with lockset, concealed door closer and eye viewer.	門	單位入口 選用木皮飾面實心防火木門，配以門鎖、隱藏式氣鼓及防盜眼。

<p>Door</p>	<p>Kitchen (the following units only) Fire rated glass door with stainless steel frame and concealed door closer.</p> <p><u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F</p> <p><u>Tower 2</u> Unit A of 19/F</p> <p><u>Tower 3</u> Unit A, B, C & D of G/F</p> <p><u>Tower 5</u> Unit A, B & C of G/F</p> <p>Kitchen (All other units) Solid core fire rated timber door finished with wood veneer and fitted with fire rated glass vision panel and concealed door closer.</p> <p>Bedroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Master Bathroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Bathroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Store room & utility room Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Restroom (except those inside utility room / store room) Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Restroom inside utility room / store room Aluminium framed glass door finished with paint and fitted with lockset.</p> <p>Balcony (except tower 2, unit A of 19/F) Aluminium framed folding door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p> <p>Balcony (tower 2, unit A of 19/F) Aluminium framed sliding door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p> <p>Utility Platform Aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p>	<p>門</p> <p>廚房（只適用於以下單位之廚房） 選用防火玻璃門，配以不銹鋼門框及隱藏式氣鼓。</p> <p><u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位</p> <p><u>第 2 座</u> 19 樓 A 單位</p> <p><u>第 3 座</u> 地下 A、B、C 及 D 單位</p> <p><u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>廚房（所有其他單位） 選用木面實心防火木門，裝設防火玻璃小窗及隱藏式氣鼓。</p> <p>睡房 選用木皮飾面空心木門，配以門鎖。</p> <p>主人房浴室 選用木皮飾面空心木門，配以門鎖。</p> <p>浴室 選用木皮飾面空心木門，配以門鎖。</p> <p>儲物房及工作間 選用木皮飾面空心木門，配以門鎖。</p> <p>洗手間(於工作間 / 儲物房內之洗手間除外) 選用木皮飾面空心木門，配以門鎖。</p> <p>工作間 / 儲物房內之洗手間 選用油漆鋁框玻璃門，配以門鎖。</p> <p>露台（第 2 座 19 樓 A 單位除外） 選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖。</p> <p>露台（第 2 座 19 樓 A 單位） 選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖。</p> <p>工作平台 選用氟化碳塗層鋁框掩門，配以有色及清夾層玻璃及門鎖。</p>
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<p>Door</p>	<p>Garden Except the following units, garden is provided with aluminium framed folding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 5</u> Master Ensuite at Unit B of G/F Living Room at Unit C of G/F</p> <p>Garden at following units provided with aluminium framed sliding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 5</u> Master Ensuite at Unit B of G/F Living Room at Unit C of G/F</p> <p>Flat roof Except the following units, Flat Roof is provided with aluminium framed folding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 1</u> Living Room and Dining Room at Unit A of 19/F Master Ensuite at Unit B & C of 1/F Kitchen at Unit G of 1/F</p> <p><u>Tower 2</u> Living Room at Unit A of 1/F Dining Room at Unit A of 19/F Master Ensuite at Unit A of 1/F Master Bedroom at Unit B & D of 1/F Kitchen at Unit D of 1/F Kitchen at Unit A of 19/F</p> <p><u>Tower 3</u> Living Room at Unit B of 1/F Master Bedroom at Unit B, C & D of 1/F Kitchen at Unit C of 1/F</p> <p><u>Tower 5</u> Master Bedroom at Unit B & C of 1/F Kitchen at Unit B of 1/F</p> <p><u>Tower 6</u> Master Bedroom at Unit C of 1/F Kitchen at Unit B & C of 1/F</p> <p>Flat Roof at following units provided with aluminium framed sliding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and</p>	<p>門</p> <p>花園 除下列單位外，花園均選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 5 座</u> 地下 B 單位之主人套房 地下 C 單位之客廳</p> <p>下列單位的花園選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 5 座</u> 地下 B 單位之主人套房 地下 C 單位之客廳</p> <p>平台 除下列單位外，平台均選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 1 座</u> 19 樓 A 單位之客廳及飯廳 1 樓 B 及 C 單位之主人套房 1 樓 G 單位之廚房</p> <p><u>第 2 座</u> 1 樓 A 單位之客廳 19 樓 A 單位之飯廳 1 樓 A 單位之主人套房 1 樓 B 及 D 單位之主人睡房 1 樓 D 單位之廚房 19 樓 A 單位之廚房</p> <p><u>第 3 座</u> 1 樓 B 單位之客廳 1 樓 B、C 及 D 單位之主人睡房 1 樓 C 單位之廚房</p> <p><u>第 5 座</u> 1 樓 B 及 C 單位之主人睡房 1 樓 B 單位之廚房</p> <p><u>第 6 座</u> 1 樓 C 單位之主人睡房 1 樓 B 及 C 單位之廚房</p> <p>下列單位的平台選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p>
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Door	<p>lock:-</p> <p><u>Tower 1</u> Living Room and Dinning Room at Unit A of 19/F</p> <p><u>Tower 2</u> Living Room at Unit A of 1/F Dining Room at Unit A of 19/F</p> <p><u>Tower 3</u> Living Room at Unit B of 1/F</p> <p>Flat Roof at following units provided with aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock:-</p> <p><u>Tower 1</u> Master Ensuite at Unit B & C of 1/F Kitchen at Unit G of 1/F</p> <p><u>Tower 2</u> Master Ensuite at Unit A of 1/F Master Bedroom at Unit B & D of 1/F Kitchen at Unit D of 1/F Kitchen at Unit A of 19/F</p> <p><u>Tower 3</u> Master Bedroom at Unit B, C & D of 1/F Kitchen at Unit C of 1/F</p> <p><u>Tower 5</u> Kitchen at Unit B of 1/F Master Bedroom at Unit B & C of 1/F</p> <p><u>Tower 6</u> Master Bedroom at Unit C of 1/F Kitchen at Unit B & C of 1/F</p> <p>Roof Roof at following units provided with aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock:-</p> <p><u>Tower 1</u> Unit A & B</p>	門	<p><u>第 1 座</u> 19 樓 A 單位之客廳及飯廳</p> <p><u>第 2 座</u> 1 樓 A 單位之客廳 19 樓 A 單位之飯廳</p> <p><u>第 3 座</u> 1 樓 B 單位之客廳</p> <p>下列單位的平台選用氟化碳塗層鋁框掩門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 1 座</u> 1 樓 B 及 C 單位之主人套房 1 樓 G 單位之廚房</p> <p><u>第 2 座</u> 1 樓 A 單位之主人套房 1 樓 B 及 D 單位之主人睡房 1 樓 D 單位之廚房 19 樓 A 單位之廚房</p> <p><u>第 3 座</u> 1 樓 B、C 及 D 單位之主人睡房 1 樓 C 單位之廚房</p> <p><u>第 5 座</u> 1 樓 B 及單位之廚房 1 樓 B 及 C 單位之主人睡房</p> <p><u>第 6 座</u> 1 樓 C 單位之主人睡房 1 樓 B 及 C 單位之廚房</p> <p>天台 下列單位的天台選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p>
Door	<p><u>Tower 2</u> Unit A</p> <p>Roof at following units provided with hollow core stainless steel swing door fitted with lock:-</p> <p><u>Tower 1</u> Unit B, C and D</p> <p><u>Tower 3</u> Unit A, B, C & G</p>	門	<p><u>第 2 座</u> A 單位</p> <p>下列單位的天台選用空心不銹鋼掩門，配以門鎖： -</p> <p><u>第 1 座</u> B、C 及 D 單位</p> <p><u>第 3 座</u> A、B、C 及 G 單位</p>

	<p><u>Tower 5</u> Unit A, B, C, D & E</p> <p><u>Tower 6</u> Unit B, C, D & E</p> <p><u>Tower 7</u> Unit D & E</p> <p>Roof at following units provided with hollow core stainless steel swing door fitted with vision panel and lock:-</p> <p><u>Tower 1</u> Unit E</p> <p><u>Tower 2</u> Unit B, C & D</p> <p><u>Tower 3</u> Unit D, E, & F</p> <p><u>Tower 6</u> Unit A</p> <p><u>Tower 7</u> Unit A, B & C</p>		<p><u>第 5 座</u> A、B、C、D 及 E 單位</p> <p><u>第 6 座</u> B、C、D 及 E 單位</p> <p><u>第 7 座</u> D 及 E 單位</p> <p>下列單位的天台選用空心不銹鋼掩門，配以玻璃屏及門鎖：-</p> <p><u>第 1 座</u> E 單位</p> <p><u>第 2 座</u> B、C 及 D 單位</p> <p><u>第 3 座</u> D、E 及 F 單位</p> <p><u>第 6 座</u> A 單位</p> <p><u>第 7 座</u> A、B 及 C 單位</p>
Bathroom	<p>Wooden mirror cabinet and wooden vanity counter with natural stone countertop.</p> <p>Fittings and equipment include vitreous china wash basin with chrome-plated basin mixer, vitreous china water closet, chrome-plated towel bar and chrome-plated toilet paper holder.</p> <p>Copper pipes are used for cold and hot water supply system. Press steel bathtub (1500mm L X 700mm W X 420mm D) with chrome-plated bath mixer in bathrooms with bathtub.</p> <p>Tempered glass shower cubicle with chrome-plated shower mixer in bathrooms with shower cubicle.</p>	浴室	<p>裝設木鏡櫃及木面盆櫃連天然石檯面。</p> <p>裝置及設備包括：搪瓷洗手盆配鍍鉻水龍頭、搪瓷坐廁、鍍鉻毛巾架及鍍鉻廁紙架。</p> <p>冷熱水供水系統採用銅喉管。 設有浴缸之浴室配備鋼板浴缸（1500 毫米長 X 700 毫米闊 X 420 毫米深）及鍍鉻浴缸龍頭。</p> <p>設有淋浴間之浴室配備強化玻璃淋浴間及鍍鉻淋浴龍頭。</p>
Kitchen	<p>Fitted with stainless steel sink with chrome-plated hot and cold water mixer. Kitchen cabinet in wooden fiber board finished with wood patterned melamine and high gloss acrylic laminate.</p> <p>Except the following units: <u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F</p> <p><u>Tower 2</u> Unit A of 19/F</p> <p><u>Tower 3</u></p>	廚房	<p>裝設不銹鋼洗滌盆連鍍鉻冷熱水水龍頭。廚櫃組合以木纖維板連木紋膠板飾面及高光啞加力板飾面組成。</p> <p>以下單位除外： <u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位</p> <p><u>第 2 座</u> 19 樓 A 單位</p> <p><u>第 3 座</u></p>

	<p>Unit A, B, C & D of G/F</p> <p><u>Tower 5</u> Unit A, B & C of G/F</p> <p>For the above units: Fitted with stainless steel sink with chrome-plated hot and cold water mixer. Kitchen cabinet in wooden fiber board finished with wood veneer and high gloss lacquer.</p> <p>Copper pipes for cold and hot water supply system.</p>		<p>地下 A、B、C 及 D 單位</p> <p><u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>以上單位： 裝設不銹鋼洗滌盆連鍍鉻冷熱水水龍頭。廚櫃組合以木纖維板連木皮飾面及高光度漆油飾面組成。</p> <p>冷熱水供水系統採用銅喉管。</p>
<p>Other Provisions</p>	<p>Air conditioners are provided in all living/ dining rooms and bedrooms inside residential units.</p> <p>Portable home automation pad is provided.</p>	<p>其他設備</p>	<p>所有住宅單位之客廳及飯廳及睡房均配備空調裝置。</p> <p>每個住宅單位大門旁均裝設手提家居智能控制器。</p>

WARNING TO PURCHASERS

PLEASE READ CAREFULLY

**對買方的警告
買方請小心閱讀**

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 : 九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園) (the "Property" "該物業")

Purchaser(s) 買方 : _____

- (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(s)
買方簽署 : _____

To: Easy Merit Holdings Limited (“the Vendor” “賣方”)
From: _____ (the “Purchaser” “買方”)

Dear Sirs,
敬啟者

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

Name and address of the Development: ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址: 九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園) (the “Property” “該物業”)

We/I hereby confirm that we/I [are/am] or [are not/am not]*:-

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse, child of such a director; or
- (f) a manager of such an associate corporation or holding company.

holding company of the Vendor (賣方的控權公司) means Spring Colour Limited, Ironhead Holdings Limited, Dannette Holdings Limited, Realty Development Corporation Limited, Wheelock Properties Limited, Myers Investments Limited, Wheelock Investments Limited and Wheelock and Company Limited;

associate corporation (有聯繫法團), in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;

subsidiary (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)

manager (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap.622); and

private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap.622).

We/I declare that the above information is accurate and complete.

We/I hereby further undertake to notify you in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sale and Purchase.

**Delete as appropriate*

吾等/本人茲確認吾等/本人是/不是* :-

- (a) 賣方的董事，或該董事的父母、配偶或子女；
- (b) 賣方的經理；
- (c) 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) 賣方的有聯繫法團或控權公司；
- (e) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 上述有聯繫法團或控權公司的經理；

賣方的控權公司 (holding company of the Vendor) 指 Spring Colour Limited、Ironhead Holdings Limited、Dannette Holdings Limited、聯邦地產有限公司、會德豐地產有限公司、Myers Investments Limited、Wheelock Investments Limited 及會德豐有限公司；

有聯繫法團(associate corporation)就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；

附屬公司 (subsidiary) 指《公司條例》(第 622 章)所指的附屬公司；

經理 (manager) 具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及

私人公司 (private company) 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

吾等/本人謹此聲明上述提供資料正確及完整。

吾等/本人茲進一步承諾如吾等/本人在簽立該物業的正式買賣合約或之前就上述情況有任何改變，吾等/本人將以書面通知 貴公司。

**刪除不適用者*

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。

Purchaser(s) / 買方

Name of Purchaser 買方姓名：

Date 日期：

Personal Data Collection Statement
收集個人資料聲明

Name and address of the Development (“the **Development**”): ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 (「發展項目」): 九龍何文田常富街 1 號 ONE HOMANTIN

Vendor 賣方: Easy Merit Holdings Limited

Purchaser(s) 買方: _____

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Wheelock Properties (Hong Kong) Limited (“**WPHKL**”) wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “**personal data**”) for the purposes of:

會德豐地產(香港)有限公司 (「會德豐地產代理」) 擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor, Wheelock Properties Limited (“the **Developer**”) and WPHKL, protecting their interests in the Development, and monitoring the work of WPHKL by the Vendor and the Developer (“**Obligatory Purposes**”); and

(i) 供賣方、會德豐地產有限公司 (「發展商」) 以及會德豐地產代理處理與閣下購買發展項目的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方及發展商監督會德豐地產代理的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by WPHKL and/or the Developer regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and parking spaces in the Development and conducting marketing, sale and statistical analysis (“**Voluntary Purposes**”).

(ii) 供會德豐地產代理及/或發展商就在發展項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析 (「自願性用途」)。

Your personal data is required by WPHKL for the Obligatory Purposes. If you do not provide your personal data to WPHKL for these purposes, WPHKL will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Development and/or administrative matters relating to the same.

會德豐地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予會德豐地產代理作此等用途，會德豐地產代理將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish WPHKL and/or the Developer to use your personal data for direct marketing in relation to the investment opportunities in the Development including but not limited to the residential units and parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望會德豐地產代理及/或發展商使用閣下的個人資料於發展項目中的投資機會(包括但不限於在發展項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

WPHKL may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，會德豐地產代理不得使用或提供閣下的個人資料作自願性用途。

WPHKL will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Developer for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Developer who may then use your personal data for the Voluntary Purposes. WPHKL will not transfer your personal data to any other person without your consent.

會德豐地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予發展商作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予發展商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，會德豐地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require WPHKL and/or the Developer at any time to cease using your personal data for the Voluntary Purposes and WPHKL and/or the Developer must so cease, without charge.

閣下可隨時撤回閣下的同意並要求會德豐地產代理及/或發展商停止使用閣下的個人資料作自願性用途，而會德豐地產代理及/或發展商必須在不收費的情況下停止如此使用該等資料。

WPHKL will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. WPHKL will not retain your personal data if you withdraw your consent and request WPHKL to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, WPHKL will destroy your personal data as soon as practicable after WPHKL are no longer obliged to retain such data by law.

會德豐地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求會德豐地產代理停止如此使用閣下的個人資料，會德豐地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，會德豐地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in WPHKL's records. To exercise these rights, you may contact WPHKL at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在會德豐地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與會德豐地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding WPHKL's policies and practices with respect to personal data and (2) raise general questions and complaints about WPHKL's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關會德豐地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關會德豐地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Wheelock Properties (Hong Kong) Limited

Address: 23rd Floor, Wheelock House, 20 Pedder Street, Central, Hong Kong (Marked "Confidential")

個人資料私隱主任

會德豐地產(香港)有限公司

地址：香港中環畢打街 20 號會德豐大廈 23 樓 (註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

- By checking this box, I instruct WPHKL NOT to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer. (If I do not check this box, I understand that WPHKL will use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer for the Voluntary Purposes described above.)
- 本人在此空格加上剔(「✓」)號，即表示本人指示會德豐地產代理不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，會德豐地產代理將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商作上述自願性用途。)

Signature of Purchaser(s):

買方簽署： _____

Name of Purchaser(s):

買方姓名： _____

Date:

日期： _____

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Declaration in relation to Intermediary

有關中介人的聲明

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址：九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/garden 連同平台/天台/花園) (the "Property" "該物業")

Purchaser(s) 買方：_____

Vendor 賣方: Easy Merit Holdings Limited

1. 買方確認經由下述人士介紹到賣方就購買該物業出標及簽署該物業臨時買賣合約：
The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for submission of a tender to purchase the Property and sign a Preliminary Agreement for Sale and Purchase of the Property:

姓名 Name : _____

地產代理牌照號碼 EAA Licence No. : _____

所屬地產代理公司 Estate Agency: _____

上述介紹人及其所屬地產代理公司後各稱「中介人」。

The aforesaid person, the estate agency to which he/she belongs will each be referred to as an "Intermediary".

2. 買方確認知悉及確認以下各項：
The Purchaser(s) acknowledge(s) and confirm(s) the followings:
- (a) 任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、承諾或保證。賣方不須就任何中介人所作出的任何協議、陳述、承諾或保證（如有）向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、陳述、承諾或保證。
Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.
- (b) 賣方及其職員並無亦不會直接或間接向買方或任何中介人收取樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買上述該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。
The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary. If there are any person(s) 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 (I.C.A.C.).
- (c) 賣方並無授權任何中介人向買方收取任何費用或佣金。
The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.
- (d) 買方與任何中介人之任何纏繞，一概與賣方無關。該物業之買賣交易一切依據該物業之招標文件、臨時買賣合約及正式買賣合約進行。
The Vendor is not and will not be involved in any dispute between the Purchaser and any Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the tender documents, the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase of the Property.
3. 本聲明中文譯本僅供參考，如與英文文本有異，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署 PURCHASER(S)

Date 日期：

Vendor's Information Form

賣方資料表格

Name and address of the Development : One Homantin, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址： 九龍何文田常富街 1 號 One Homantin

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/~~garden~~ 連同平台/天台/花園)
("the Property" "該物業")

Purchaser(s) 買方： _____

Vendor 賣方： Easy Merit Holdings Limited

- (a) The amount of the management fee that is payable for the Property: HK\$ 8,086 per month
須就該物業支付的管理費用的款額: 每月港幣\$ 8,086.
- (b) The amount of the Government rent (if any) that is payable for the Property: 3% of the rateable value of the Property per annum (See note 1)
須就該物業繳付的地稅(如有的話)的款額: 該物業的每年應課差餉租值的百份之三(見註 1)
- (c) The name of the owners' incorporation (if any): Nil
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Harriman Property Management Limited
發展項目的管理人的姓名或名稱: 夏利文物業管理有限公司
- (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: Nil
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: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
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份恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

註 1：現時地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Date of Printing 印製日期:

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the Preliminary Agreement for sale and purchase of the Property.

買方現確認在簽署該物業之臨時買賣合約之前，買方已收到此份賣方資料表格。

Signature(s) of Purchaser(s) 買方簽署

Date 日期

吊船系統確認函

Acknowledgement Letter regarding Gondola System

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址：九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園)
(the “Property” 「該物業」)

Purchaser(s) 買方：_____

Vendor 買方特此確認與賣方簽立有關該物業之臨時買賣合約（「臨時合約」）前已獲通知以下事項：發展
賣方：項目住宅大樓之吊船系統可能會在屬於該物業一部分之平台、天台、花園或梯屋（及梯屋頂）上
Easy 空操作。
Merit

Holdings The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following before
Limited1. he/she/they/it entered into the Preliminary Agreement for Sale and Purchase in respect of the Property (the
“Preliminary Agreement”) with the Vendor: gondola systems of the residential towers in the
Development may operate in the airspace above the flat roof, roof, garden or stairhood (and the top of
stairhood) forming part of the Property.

2. 本函並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約項下賣
方更改建築圖則的權利及該權利之概括性。

This letter shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase
agreement (the “Agreement”), including without limitation to the right of the Vendor under the Agreement
to amend the building plans and the generality of that right.

3. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本作準。

The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English
version shall prevail.

買方簽署 PURCHASER(S)

Date 日期：

有關 Quintessentially 會籍的確認函
Acknowledgement Letter regarding Quintessentially membership

To 致 : (the “Purchaser” 「買方」)
From 由 : Easy Merit Holdings Limited (the “Vendor” 「賣方」)

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 : ONE HOMANTIN, 九龍何文田常富街 1 號

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/garden 連同平台/天台/花園)
 (“the Property” 「該物業」)

The Vendor refers to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the “Preliminary Agreement”). The Vendor hereby confirms that you will be entitled to an annual dedicated membership provided by Quintessentially Lifestyle for a term of 1 year (the “Membership”), subject to your full compliance with the following terms and conditions :-

就閣下於本函日期簽訂臨時買賣合約（「臨時合約」）購買該物業，現特此確認，閣下可獲得由 Quintessentially Lifestyle 提供尊貴級別會籍，為期 1 年（「該會籍」），惟須受以下條款及條件規限:-

1. You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “Agreement”) within 5 working days after the date of signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.

閣下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有關該物業的正式買賣合約（「正式合約」）。

2. You shall make payment of the further deposit, the part payment of purchase price and the balance of purchase price within the time specified in the Preliminary Agreement and the Agreement and shall perform and observe all the terms and conditions in the Preliminary Agreement and the Agreement and shall complete the purchase of the Property in accordance with such terms and conditions.

閣下須於臨時合約及正式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正式合約所有條款與條件，及須根據該等條款與條件完成該物業的買賣。

3. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the term of the Membership will commence within 14 days from the date of completion of the sale and purchase of the Property.

在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件的前提下，該會籍的時期將由該物業買賣完成的日期 14 日內開始。

4. The Vendor reserves the right to offer an alternative gift as replacement in case of shortage.
如該會籍短缺，賣方有權以其他贈品取代。

5. Upon commencement of the term of the Membership in accordance with paragraph 3 above or upon providing the alternative gift to you in accordance with paragraph 4 above (whichever is the earlier), all the obligations and liabilities of the Vendor under this Letter, if any, shall be absolutely discharged.

當該會籍的時期按以上第 3 段開始或該其他贈品按以上第 4 段給予閣下（以較先者為準），賣方在本函的所有義務及責任（如有）將完全解除。

6. In the event that you fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for return of the Membership and/or the alternative gift (as the case may be) forthwith without prejudice to the Vendor’s other rights and claims under this Letter, the Agreement, the Preliminary Agreement or other applicable laws.

若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷及/或要求退還該會籍及/或該其他贈品（視屬何情況而定），且並不損害賣方於本函、臨時合約、正式合約或其他適用法律下之其他權利及申索。

7. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and

to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement.
本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本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正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。

8. All the rights and benefits conferred you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下行使及享用。
9. In case of dispute, the Vendor reserve its rights to make the final decision on all matters arising from this Letter and such decision shall be binding on you.
如有爭議，賣方有權就本函引起的所有事宜作最後決定，該決定對閣下有約束力。
10. 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。

For and on behalf of the Vendor
賣方代表

Authorized Signature(s) 授權人士簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司

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

經妥當及謹慎考慮本函之內容後，我/我們同意接受本函及受本函所有條款及條件規限。

買方簽署 PURCHASER(S)

Date 日期：

Vendor 賣方 : Easy Merit Holdings Limited
Sales Agent for Vendor 賣方銷售代理人: Wheelock Properties (Hong Kong) Limited (會德豐地產(香港)有限公司)

Vendor's solicitors BAKER & MCKENZIE 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong Tel. No. 電話號碼 2846-2426
賣方律師 貝克·麥堅時律師事務所 香港鰂魚涌英皇道 979 號太古坊一座 14 樓 Fax No. 傳真號碼 2810-1149

Purchaser 買方	Purchasers' / Purchaser's Name(s) 買方姓名	HKID No. / Passport No. / B.R.No. 香港身份證號碼/護照號碼/商業登記證號碼
	(1) _____	_____
	(2) _____	_____
	(3) _____	_____
	Directors' names and HKID Nos. (for corporate purchasers only) 董事姓名及身份證號碼 (只適用於買方為有限公司)	
	(1) _____	_____
	(2) _____	_____
		Tel. No 電話號碼
Purchaser's Correspondence/ Registered Address 買方通訊 / 註冊地址	_____	_____

The Vendor agrees to sell and the Purchaser agrees to purchase the Property mentioned below on the following terms and conditions and the "Other Terms and Conditions" set out hereto. 賣方及買方於此同意根據以下條款及後述的"其他條款及條件"出售及購買下述之物業。

Name and Address of the Development 發展項目名稱及地址:	
ONE HOMANTIN	
1 Sheung Foo Street, Ho Man Tin, Kowloon 九龍何文田常富街 1 號	
The Property 本物業	Tower <input type="text" value="2"/> 座 Floor <input type="text" value="19"/> 樓 Unit <input type="text" value="A"/> 單位 with flat roof/roof/garden ("Residential Unit") 連同平台/天台/花園 "住宅單位"

Purchase Price and 90-day Cash Payment Plan 售價及 90 天現金優惠付款計劃

The Purchase Price of the Property is 本物業的售價為	HK\$ 港幣	元	, which shall be paid by the Purchaser to the Vendor in the manner as follows ("Payment Terms"):- , 並須由買方按以下方式付予賣方 ("付款方式") :-
Preliminary Deposit in the sum of 臨時訂金為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的 5%) 的臨時訂金, 須於簽署本臨時合約時支付
Further Deposit in the sum of 加付訂金為數	HK\$ 港幣	元	, which is equal to 5% of the Purchase Price shall be paid upon signing of the formal Agreement for Sale & Purchase (即售價的 5%) 的加付訂金, 須於簽署正式合約時支付
Balance of Purchase Price 售價餘額	HK\$ 港幣	元	, which is equal to 90% of the purchase price shall be paid on or before the 90 th day after the date on which this Preliminary Agreement is signed (the "Completion Date"). (即售價的 90%) 的售價餘額, 須於本臨時合約的簽署日期之後的第 90 日當日或之前 ("成交日期") 付清
		Completion Date 成交日期	

[note] must not be paid before date of Agreement for Sale and Purchase
[備註] 不能早於正式買賣合約日期

Received from the Purchaser the sum of HK\$ 茲收到買方港幣	元	Being the Preliminary Deposit payable Upon signing of this Preliminary Agreement. 作為簽訂本臨時合約同時應付之臨時訂金	Received by 經手收款人 Signature 簽署
Name of Bank 銀行名稱		Cashier's Order/Cheque No. 本票/支票號碼	

It is hereby agreed and acknowledged by the Purchaser that the foregoing conditions and the provisions under "Other Terms and Conditions" as well as the Appendix shall all form part of this Preliminary Agreement and are incorporated in this Preliminary Agreement.

買方在此同意及明白所有上列條件及"其他條款及條件"下所述之規定以及附錄均構成本臨時合約的部份, 並納入本臨時合約。

OTHER TERMS AND CONDITIONS 其他條款及條件:

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。

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, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor’s solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in the standard form prepared by the Vendor’s solicitors without amendment, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.

買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署一份由賣方律師訂定的標準正式合約及不得修改其內容，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付的印花稅。

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：

Please refer to the “Schedule 1” attached to this Preliminary Agreement. The said “Schedule 1” forms part of this Preliminary Agreement.

請參閱隨本臨時合約附上之“附表一”。“附表一”屬本臨時合約一部份。

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — fittings, finishes and appliances set out in the Appendix.

本物業買賣所包括的裝置、裝修物料及設備如下— 附錄所列明之裝置、裝修物料及設備。

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. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor

considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.

賣方保留於其認為所需時修改本發展項目（包括本物業）建築圖則之權利，但賣方須由建築事務監督就有關影響本物業修改之批准後計 14 天內以書面通知買方。

14. 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. The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion.

買方在購買本物業時完全知悉本物業的實際狀況及在本物業內之裝置、裝修物料及設備並接受其現狀。本物業成交時，賣方需將本物業交吉予買方。

15. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours on the Completion Date.

買賣雙方同意於成交日期於辦公時間內在賣方律師辦公地點完成出售及購買本物業。

16. (a) The buyer's 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買家印花稅(如有的話)，由買方承擔。

- (b) The charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant and Management Agreement ("DMC") and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約(“大廈公契”)製作、登記及完成之費用及其他有關本物業的買賣之文件等費用，蓋由買方單獨承擔及繳付。

- (c) Each party shall pay its own solicitors costs and disbursements of and incidental to the Preliminary Agreement, the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Preliminary Agreement, the Agreement and the subsequent Assignment.

買賣雙方必須自行負擔各自聘用律師於擬定、完成、釐印及登記本臨時合約、正式合約及轉讓契之費用及支出及其他一切有關本臨時合約、正式合約及轉讓契之法律費用及支出。

- (d) The Purchaser shall bear his own solicitors' legal costs and disbursements in respect of the purchase and mortgage (if applicable) of the Property.

買方須負責其在有關買入及抵押(如適用)本物業之所有律師費用及代墊付費用。

17. Notwithstanding anything to the contrary contained herein, the Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any sub-sale or nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.

不論本臨時合約含有何等相反的規定，買方必須獨力承擔所有因買方轉售本物業或提名或指派其他人士或個體作為轉讓契的承讓人或賣方因應買方要求簽署一份以上的轉讓契而產生的額外賣方代表律師費。

18. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors

上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。

19. Upon termination of this Preliminary Agreement in accordance with Clause 7, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

在本臨時合約按第 7 條終止時，如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，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。

20. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.

買方如有更改通訊地址或聯絡電話，須以書面通知賣方。

21. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
22. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
23. If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent Assignment.
如本臨時合約下的本物業包括住宅單位也同時包括車位，該物業必須由單一份正式買賣合約及其後單一份轉讓契涵蓋。
24. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改該付款方式及該售價在計算方面之錯誤或遺漏。
25. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據大廈公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
26. This Preliminary Agreement is not preceded by an unwritten sale agreement or an 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，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
27. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
28. Both English and Chinese versions of this Preliminary Agreement have the same binding effect.
本臨時合約之中英文版本，同具法律效力。

The Purchaser has read this Preliminary Agreement and fully understands the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白其內容。

Purchaser
買方

For and on behalf of the Vendor
賣方代表

Purchaser's Signature
買方簽署

Authorized signature(s) 經授權簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司

SCHEDULE 1 附件一

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附件中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Tower 2 Floor 19 Unit A

第 2 座 19 樓 A

- (a) the saleable area of the Property is 138.296 square metres / 1,489 square feet of which —
本物業的實用面積為 138.296 平方米 / 1,489 平方呎，其中—
- 4.739 square metres / 51 square feet is the floor area of the balcony;
4.739 平方米 / 51 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；
- square metres / --- square feet is the floor area of the verandah; and
--- 平方米 / --- 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 --- square metres / --- square feet;
空調機房的面積為 --- 平方米 / --- 平方呎；
- the area of the bay window is --- square metres / --- square feet;
窗台的面積為 --- 平方米 / --- 平方呎；
- the area of the cockloft is --- square metres / --- square feet;
閣樓的面積為 --- 平方米 / --- 平方呎；
- the area of the flat roof is 12.958 square metres / 139 square feet;
平台的面積為 12.958 平方米 / 139 平方呎；
- the area of the garden is --- square metres / --- square feet;
花園的面積為 --- 平方米 / --- 平方呎；
- the area of the parking space is --- square metres / --- square feet;
停車位的面積為 --- 平方米 / --- 平方呎；
- the area of the roof is 117.400 square metres / 1,264 square feet;
天台的面積為 117.400 平方米 / 1,264 平方呎；
- the area of the stairhood is 8.756 square metres / 94 square feet;
梯屋的面積為 8.756 平方米 / 94 平方呎；
- the area of the terrace is --- square metres / --- square feet;
前庭的面積為 --- 平方米 / --- 平方呎；
- the area of the yard is --- square metres / --- square feet.
庭院的面積為 --- 平方米 / --- 平方呎。

APPENDIX

Fittings, Finishes and Appliances

附錄 裝置、裝修物料及設備

Internal wall & ceiling	<p>Internal Wall Living room ,dining room and bedroom finished with emulsion paint.</p> <p>Ceiling Ceiling of living room , dining room and bedroom finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.</p>	內牆及天花板	<p>內牆 客廳、飯廳及睡房髹上乳膠漆。</p> <p>天花板 客廳、飯廳及睡房天花板髹上乳膠漆，及裝設髹上乳膠漆的石膏板假陣。</p>
Internal floor	Living room, dining room and bedroom finished with engineered timber flooring and timber skirting. Natural stone border along edge of floor adjoining door to balcony and door to flat roof.	內部地板	客廳、飯廳及睡房內部地板以複合木鋪砌，及配以木牆腳線。通往露台門及平台門之內部地板圍邊部分以天然石鋪砌。
Bathroom	Wall finished with natural stone. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint. Wall finishes run up to the false ceiling.	浴室	牆身以天然石材鋪砌。地板以天然石材鋪砌。假天花裝設髹上乳膠漆的石膏板。牆身裝修物料鋪砌至假天花。
Kitchen	<p>Wall finished with porcelain tiles and glazing. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint and metal panel false ceiling are provided. Cooking bench countertop is fitted with solid surface material. Wall finishes run up to the false ceiling.</p> <p>Except the following units: <u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F <u>Tower 2</u> Unit A of 19/F <u>Tower 3</u> Unit A, B, C & D of G/F <u>Tower 5</u> Unit A, B & C of G/F</p> <p>For the above units: Wall finished with natural stone and glazing. Floor finished with natural stone. Gypsum board false ceiling finished with emulsion paint and metal panel false ceiling are provided. Cooking bench countertop is fitted with reconstituted stone. Wall finishes run up to the false ceiling.</p>	廚房	<p>牆身以瓷磚及玻璃鋪砌。地板以天然石材鋪砌。裝設石膏板髹乳膠漆及金屬板假天花。灶台面以實體面料安裝。牆身裝修物料鋪砌至假天花。</p> <p>以下單位除外： <u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位 <u>第 2 座</u> 19 樓 A 單位 <u>第 3 座</u> 地下 A、B、C 及 D 單位 <u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>以上單位： 牆身以天然石材及玻璃鋪砌。地板以天然石材鋪砌。裝設石膏板髹乳膠漆及金屬板假天花。灶台面以人造石材安裝。牆身裝修物料鋪砌至假天花。</p>
Doors	Unit Main entrance Solid core timber fire rated door finished with wood veneer and fitted with lockset, concealed door closer and eye viewer.	門	單位入口 選用木皮飾面實心防火木門，配以門鎖、隱藏式氣鼓及防盜眼。

<p>Door</p>	<p>Kitchen (the following units only) Fire rated glass door with stainless steel frame and concealed door closer.</p> <p><u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F</p> <p><u>Tower 2</u> Unit A of 19/F</p> <p><u>Tower 3</u> Unit A, B, C & D of G/F</p> <p><u>Tower 5</u> Unit A, B & C of G/F</p> <p>Kitchen (All other units) Solid core fire rated timber door finished with wood veneer and fitted with fire rated glass vision panel and concealed door closer.</p> <p>Bedroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Master Bathroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Bathroom Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Store room & utility room Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Restroom (except those inside utility room / store room) Hollow core timber door finished with wood veneer and fitted with lockset.</p> <p>Restroom inside utility room / store room Aluminium framed glass door finished with paint and fitted with lockset.</p> <p>Balcony (except tower 2, unit A of 19/F) Aluminium framed folding door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p> <p>Balcony (tower 2, unit A of 19/F) Aluminium framed sliding door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p> <p>Utility Platform Aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock.</p>	<p>門</p> <p>廚房（只適用於以下單位之廚房） 選用防火玻璃門，配以不銹鋼門框及隱藏式氣鼓。</p> <p><u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位</p> <p><u>第 2 座</u> 19 樓 A 單位</p> <p><u>第 3 座</u> 地下 A、B、C 及 D 單位</p> <p><u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>廚房（所有其他單位） 選用木面實心防火木門，裝設防火玻璃小窗及隱藏式氣鼓。</p> <p>睡房 選用木皮飾面空心木門，配以門鎖。</p> <p>主人房浴室 選用木皮飾面空心木門，配以門鎖。</p> <p>浴室 選用木皮飾面空心木門，配以門鎖。</p> <p>儲物房及工作間 選用木皮飾面空心木門，配以門鎖。</p> <p>洗手間(於工作間 / 儲物房內之洗手間除外) 選用木皮飾面空心木門，配以門鎖。</p> <p>工作間 / 儲物房內之洗手間 選用油漆鋁框玻璃門，配以門鎖。</p> <p>露台（第 2 座 19 樓 A 單位除外） 選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖。</p> <p>露台（第 2 座 19 樓 A 單位） 選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖。</p> <p>工作平台 選用氟化碳塗層鋁框掩門，配以有色及清夾層玻璃及門鎖。</p>
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<p>Door</p>	<p>Garden Except the following units, garden is provided with aluminium framed folding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 5</u> Master Ensuite at Unit B of G/F Living Room at Unit C of G/F</p> <p>Garden at following units provided with aluminium framed sliding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 5</u> Master Ensuite at Unit B of G/F Living Room at Unit C of G/F</p> <p>Flat roof Except the following units, Flat Roof is provided with aluminium framed folding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and lock:-</p> <p><u>Tower 1</u> Living Room and Dining Room at Unit A of 19/F Master Ensuite at Unit B & C of 1/F Kitchen at Unit G of 1/F</p> <p><u>Tower 2</u> Living Room at Unit A of 1/F Dining Room at Unit A of 19/F Master Ensuite at Unit A of 1/F Master Bedroom at Unit B & D of 1/F Kitchen at Unit D of 1/F Kitchen at Unit A of 19/F</p> <p><u>Tower 3</u> Living Room at Unit B of 1/F Master Bedroom at Unit B, C & D of 1/F Kitchen at Unit C of 1/F</p> <p><u>Tower 5</u> Master Bedroom at Unit B & C of 1/F Kitchen at Unit B of 1/F</p> <p><u>Tower 6</u> Master Bedroom at Unit C of 1/F Kitchen at Unit B & C of 1/F</p> <p>Flat Roof at following units provided with aluminium framed sliding door finished with fluorocarbon coating and fitted with laminated tinted and clear glass, handle and</p>	<p>門</p> <p>花園 除下列單位外，花園均選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 5 座</u> 地下 B 單位之主人套房 地下 C 單位之客廳</p> <p>下列單位的花園選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 5 座</u> 地下 B 單位之主人套房 地下 C 單位之客廳</p> <p>平台 除下列單位外，平台均選用氟化碳塗層鋁框折疊門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 1 座</u> 19 樓 A 單位之客廳及飯廳 1 樓 B 及 C 單位之主人套房 1 樓 G 單位之廚房</p> <p><u>第 2 座</u> 1 樓 A 單位之客廳 19 樓 A 單位之飯廳 1 樓 A 單位之主人套房 1 樓 B 及 D 單位之主人睡房 1 樓 D 單位之廚房 19 樓 A 單位之廚房</p> <p><u>第 3 座</u> 1 樓 B 單位之客廳 1 樓 B、C 及 D 單位之主人睡房 1 樓 C 單位之廚房</p> <p><u>第 5 座</u> 1 樓 B 及 C 單位之主人睡房 1 樓 B 單位之廚房</p> <p><u>第 6 座</u> 1 樓 C 單位之主人睡房 1 樓 B 及 C 單位之廚房</p> <p>下列單位的平台選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p>
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Door	<p>lock:-</p> <p><u>Tower 1</u> Living Room and Dinning Room at Unit A of 19/F</p> <p><u>Tower 2</u> Living Room at Unit A of 1/F Dining Room at Unit A of 19/F</p> <p><u>Tower 3</u> Living Room at Unit B of 1/F</p> <p>Flat Roof at following units provided with aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock:-</p> <p><u>Tower 1</u> Master Ensuite at Unit B & C of 1/F Kitchen at Unit G of 1/F</p> <p><u>Tower 2</u> Master Ensuite at Unit A of 1/F Master Bedroom at Unit B & D of 1/F Kitchen at Unit D of 1/F Kitchen at Unit A of 19/F</p> <p><u>Tower 3</u> Master Bedroom at Unit B, C & D of 1/F Kitchen at Unit C of 1/F</p> <p><u>Tower 5</u> Kitchen at Unit B of 1/F Master Bedroom at Unit B & C of 1/F</p> <p><u>Tower 6</u> Master Bedroom at Unit C of 1/F Kitchen at Unit B & C of 1/F</p> <p>Roof Roof at following units provided with aluminium framed swing door finished with fluorocarbon coating fitted with laminated tinted and clear glass and lock:-</p> <p><u>Tower 1</u> Unit A & B</p>	門	<p><u>第 1 座</u> 19 樓 A 單位之客廳及飯廳</p> <p><u>第 2 座</u> 1 樓 A 單位之客廳 19 樓 A 單位之飯廳</p> <p><u>第 3 座</u> 1 樓 B 單位之客廳</p> <p>下列單位的平台選用氟化碳塗層鋁框掩門，配以有色及清夾層玻璃及門鎖： -</p> <p><u>第 1 座</u> 1 樓 B 及 C 單位之主人套房 1 樓 G 單位之廚房</p> <p><u>第 2 座</u> 1 樓 A 單位之主人套房 1 樓 B 及 D 單位之主人睡房 1 樓 D 單位之廚房 19 樓 A 單位之廚房</p> <p><u>第 3 座</u> 1 樓 B、C 及 D 單位之主人睡房 1 樓 C 單位之廚房</p> <p><u>第 5 座</u> 1 樓 B 及單位之廚房 1 樓 B 及 C 單位之主人睡房</p> <p><u>第 6 座</u> 1 樓 C 單位之主人睡房 1 樓 B 及 C 單位之廚房</p> <p>天台 下列單位的天台選用氟化碳塗層鋁框趟門，配以有色及清夾層玻璃及門鎖： -</p>
Door	<p><u>Tower 2</u> Unit A</p> <p>Roof at following units provided with hollow core stainless steel swing door fitted with lock:-</p> <p><u>Tower 1</u> Unit B, C and D</p> <p><u>Tower 3</u> Unit A, B, C & G</p>	門	<p><u>第 2 座</u> A 單位</p> <p>下列單位的天台選用空心不銹鋼掩門，配以門鎖： -</p> <p><u>第 1 座</u> B、C 及 D 單位</p> <p><u>第 3 座</u> A、B、C 及 G 單位</p>

	<p><u>Tower 5</u> Unit A, B, C, D & E</p> <p><u>Tower 6</u> Unit B, C, D & E</p> <p><u>Tower 7</u> Unit D & E</p> <p>Roof at following units provided with hollow core stainless steel swing door fitted with vision panel and lock:-</p> <p><u>Tower 1</u> Unit E</p> <p><u>Tower 2</u> Unit B, C & D</p> <p><u>Tower 3</u> Unit D, E, & F</p> <p><u>Tower 6</u> Unit A</p> <p><u>Tower 7</u> Unit A, B & C</p>		<p><u>第 5 座</u> A、B、C、D 及 E 單位</p> <p><u>第 6 座</u> B、C、D 及 E 單位</p> <p><u>第 7 座</u> D 及 E 單位</p> <p>下列單位的天台選用空心不銹鋼掩門，配以玻璃屏及門鎖：-</p> <p><u>第 1 座</u> E 單位</p> <p><u>第 2 座</u> B、C 及 D 單位</p> <p><u>第 3 座</u> D、E 及 F 單位</p> <p><u>第 6 座</u> A 單位</p> <p><u>第 7 座</u> A、B 及 C 單位</p>
Bathroom	<p>Wooden mirror cabinet and wooden vanity counter with natural stone countertop.</p> <p>Fittings and equipment include vitreous china wash basin with chrome-plated basin mixer, vitreous china water closet, chrome-plated towel bar and chrome-plated toilet paper holder.</p> <p>Copper pipes are used for cold and hot water supply system. Press steel bathtub (1500mm L X 700mm W X 420mm D) with chrome-plated bath mixer in bathrooms with bathtub.</p> <p>Tempered glass shower cubicle with chrome-plated shower mixer in bathrooms with shower cubicle.</p>	浴室	<p>裝設木鏡櫃及木面盆櫃連天然石檯面。</p> <p>裝置及設備包括：搪瓷洗手盆配鍍鉻水龍頭、搪瓷坐廁、鍍鉻毛巾架及鍍鉻廁紙架。</p> <p>冷熱水供水系統採用銅喉管。 設有浴缸之浴室配備鋼板浴缸（1500 毫米長 X 700 毫米闊 X 420 毫米深）及鍍鉻浴缸龍頭。</p> <p>設有淋浴間之浴室配備強化玻璃淋浴間及鍍鉻淋浴龍頭。</p>
Kitchen	<p>Fitted with stainless steel sink with chrome-plated hot and cold water mixer. Kitchen cabinet in wooden fiber board finished with wood patterned melamine and high gloss acrylic laminate.</p> <p>Except the following units: <u>Tower 1</u> Unit A of 3/F, 5-12/F, 15-19/F and Unit B of 19/F</p> <p><u>Tower 2</u> Unit A of 19/F</p> <p><u>Tower 3</u></p>	廚房	<p>裝設不銹鋼洗滌盆連鍍鉻冷熱水水龍頭。廚櫃組合以木纖維板連木紋膠板飾面及高光啞加力板飾面組成。</p> <p>以下單位除外： <u>第 1 座</u> 3 樓、5-12 樓及 15-19 樓 A 單位及 19 樓 B 單位</p> <p><u>第 2 座</u> 19 樓 A 單位</p> <p><u>第 3 座</u></p>

	<p>Unit A, B, C & D of G/F</p> <p><u>Tower 5</u> Unit A, B & C of G/F</p> <p>For the above units: Fitted with stainless steel sink with chrome-plated hot and cold water mixer. Kitchen cabinet in wooden fiber board finished with wood veneer and high gloss lacquer.</p> <p>Copper pipes for cold and hot water supply system.</p>		<p>地下 A、B、C 及 D 單位</p> <p><u>第 5 座</u> 地下 A、B 及 C 單位</p> <p>以上單位： 裝設不銹鋼洗滌盆連鍍鉻冷熱水水龍頭。廚櫃組合以木纖維板連木皮飾面及高光度漆油飾面組成。</p> <p>冷熱水供水系統採用銅喉管。</p>
<p>Other Provisions</p>	<p>Air conditioners are provided in all living/ dining rooms and bedrooms inside residential units.</p> <p>Portable home automation pad is provided.</p>	<p>其他設備</p>	<p>所有住宅單位之客廳及飯廳及睡房均配備空調裝置。</p> <p>每個住宅單位大門旁均裝設手提家居智能控制器。</p>

WARNING TO PURCHASERS

PLEASE READ CAREFULLY

**對買方的警告
買方請小心閱讀**

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 : 九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園) (the "Property" "該物業")

Purchaser(s) 買方 : _____

- (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(s)
買方簽署 : _____

To: Easy Merit Holdings Limited (“the Vendor” “賣方”)
From: _____ (the “Purchaser” “買方”)

Dear Sirs,
敬啟者

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

Name and address of the Development: ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址: 九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園) (the “Property” “該物業”)

We/I hereby confirm that we/I [are/am] or [are not/am not]*:-

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse, child of such a director; or
- (f) a manager of such an associate corporation or holding company.

holding company of the Vendor (賣方的控權公司) means Spring Colour Limited, Ironhead Holdings Limited, Dannette Holdings Limited, Realty Development Corporation Limited, Wheelock Properties Limited, Myers Investments Limited, Wheelock Investments Limited and Wheelock and Company Limited;

associate corporation (有聯繫法團), in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;

subsidiary (附屬公司) means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)

manager (經理) has the meaning given by section 2(1) of the Companies Ordinance (Cap.622); and

private company (私人公司) has the meaning given by section 11 of the Companies Ordinance (Cap.622).

We/I declare that the above information is accurate and complete.

We/I hereby further undertake to notify you in writing on any change of the above information on or prior to our/my signing of the formal Agreement for Sale and Purchase.

**Delete as appropriate*

吾等/本人茲確認吾等/本人是/不是* :-

- (a) 賣方的董事，或該董事的父母、配偶或子女；
- (b) 賣方的經理；
- (c) 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) 賣方的有聯繫法團或控權公司；
- (e) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 上述有聯繫法團或控權公司的經理；

賣方的控權公司 (holding company of the Vendor) 指 Spring Colour Limited、Ironhead Holdings Limited、Dannette Holdings Limited、聯邦地產有限公司、會德豐地產有限公司、Myers Investments Limited、Wheelock Investments Limited 及會德豐有限公司；

有聯繫法團(associate corporation)就某法團或指明團體而言指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；

附屬公司 (subsidiary) 指《公司條例》(第 622 章)所指的附屬公司；

經理 (manager) 具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及

私人公司 (private company) 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。

吾等/本人謹此聲明上述提供資料正確及完整。

吾等/本人茲進一步承諾如吾等/本人在簽立該物業的正式買賣合約或之前就上述情況有任何改變，吾等/本人將以書面通知 貴公司。

**刪除不適用者*

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。

Purchaser(s) / 買方

Name of Purchaser 買方姓名：

Date 日期：

Personal Data Collection Statement
收集個人資料聲明

Name and address of the Development (“the **Development**”): ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 (「發展項目」): 九龍何文田常富街 1 號 ONE HOMANTIN

Vendor 賣方: Easy Merit Holdings Limited

Purchaser(s) 買方: _____

Please read the following notes carefully as they contain important information about how we would like to use your personal data.

敬請閣下細閱下列各項須知，因其載有關於我們希望如何使用閣下的個人資料之重要資訊

Wheelock Properties (Hong Kong) Limited (“**WPHKL**”) wish to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively “**personal data**”) for the purposes of:

會德豐地產(香港)有限公司 (「會德豐地產代理」) 擬收集閣下的姓名、身份證號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途：

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor, Wheelock Properties Limited (“the **Developer**”) and WPHKL, protecting their interests in the Development, and monitoring the work of WPHKL by the Vendor and the Developer (“**Obligatory Purposes**”); and

(i) 供賣方、會德豐地產有限公司 (「發展商」) 以及會德豐地產代理處理與閣下購買發展項目的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在發展項目中的權益，以及供賣方及發展商監督會德豐地產代理的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by WPHKL and/or the Developer regarding investment opportunities in the Development, including but not limited to the direct marketing to you of the residential units and parking spaces in the Development and conducting marketing, sale and statistical analysis (“**Voluntary Purposes**”).

(ii) 供會德豐地產代理及/或發展商就在發展項目的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析 (「自願性用途」)。

Your personal data is required by WPHKL for the Obligatory Purposes. If you do not provide your personal data to WPHKL for these purposes, WPHKL will not be able to carry out the Obligatory Purposes which may adversely affect your purchase of residential unit(s) and/or parking space(s) in the Development and/or administrative matters relating to the same.

會德豐地產代理乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予會德豐地產代理作此等用途，會德豐地產代理將不能夠作出強制性用途，這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish WPHKL and/or the Developer to use your personal data for direct marketing in relation to the investment opportunities in the Development including but not limited to the residential units and parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質，如果閣下不希望會德豐地產代理及/或發展商使用閣下的個人資料於發展項目中的投資機會(包括但不限於在發展項目的住宅單位及/或車位)的直接促銷，或者促銷、銷售及統計分析，閣下並無責任同意閣下的個人資料被用作此等用途。

WPHKL may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.

除非已獲得閣下有關於此等使用或提供的書面同意，會德豐地產代理不得使用或提供閣下的個人資料作自願性用途。

WPHKL will take all practicable steps to keep your personal data confidential and (i) **will** provide and transfer your personal data to the Developer for the Obligatory Purposes, and (ii) **if you agree and provide your written consent**, will provide and transfer your personal data to the Developer who may then use your personal data for the Voluntary Purposes. WPHKL will not transfer your personal data to any other person without your consent.

會德豐地產代理將會採取所有切實可行的步驟，以保密閣下的個人資料，及 (i) 將會把閣下的個人資料提供及轉移予發展商作強制性用途，及 (ii) 如果閣下同意及提供書面同意，將會把閣下的個人資料提供及轉移予發展商，而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下，會德豐地產代理不會把閣下的個人資料轉移予任何其他人士。

You may withdraw your consent and require WPHKL and/or the Developer at any time to cease using your personal data for the Voluntary Purposes and WPHKL and/or the Developer must so cease, without charge.

閣下可隨時撤回閣下的同意並要求會德豐地產代理及/或發展商停止使用閣下的個人資料作自願性用途，而會德豐地產代理及/或發展商必須在不收費的情況下停止如此使用該等資料。

WPHKL will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. WPHKL will not retain your personal data if you withdraw your consent and request WPHKL to cease to do so. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, WPHKL will destroy your personal data as soon as practicable after WPHKL are no longer obliged to retain such data by law.

會德豐地產代理將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。如果閣下撤回閣下的同意及要求會德豐地產代理停止如此使用閣下的個人資料，會德豐地產代理將不會保留該等資料。在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，會德豐地產代理將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

You may at any time request access to and/or correct your personal data in WPHKL's records. To exercise these rights, you may contact WPHKL at the addresses below by stating your communication as "Confidential".

閣下可隨時要求查閱及/或改正在會德豐地產代理的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與會德豐地產代理聯絡，並在閣下的通訊註明「保密」字樣。

If you would like to (1) request (i) access to data or correction of data and/or (ii) general information regarding WPHKL's policies and practices with respect to personal data and (2) raise general questions and complaints about WPHKL's handling of personal data, please address your communication to the following:

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關會德豐地產代理在個人資料方面的政策及實務的一般資料及 (2) 提出有關會德豐地產代理處理個人資料的一般問題及投訴，應致函予以下人士：

Personal Data Privacy Officer

Wheelock Properties (Hong Kong) Limited

Address: 23rd Floor, Wheelock House, 20 Pedder Street, Central, Hong Kong (Marked "Confidential")

個人資料私隱主任

會德豐地產(香港)有限公司

地址：香港中環畢打街 20 號會德豐大廈 23 樓 (註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

- By checking this box, I instruct WPHKL NOT to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer. (If I do not check this box, I understand that WPHKL will use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer for the Voluntary Purposes described above.)
- 本人在此空格加上剔(「✓」)號，即表示本人指示會德豐地產代理不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商。(如果本人並不在此空格加上剔(「✓」)號，即表示本人明白，會德豐地產代理將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商作上述自願性用途。)

Signature of Purchaser(s):

買方簽署： _____

Name of Purchaser(s):

買方姓名： _____

Date:

日期： _____

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，應以英文版本為準。

Declaration in relation to Intermediary

有關中介人的聲明

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址：九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/garden 連同平台/天台/花園) (the "Property" "該物業")

Purchaser(s) 買方：_____

Vendor 賣方: Easy Merit Holdings Limited

1. 買方確認經由下述人士介紹到賣方就購買該物業出標及簽署該物業臨時買賣合約：
The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for submission of a tender to purchase the Property and sign a Preliminary Agreement for Sale and Purchase of the Property:

姓名 Name : _____

地產代理牌照號碼 EAA Licence No. : _____

所屬地產代理公司 Estate Agency: _____

上述介紹人及其所屬地產代理公司後各稱「中介人」。

The aforesaid person, the estate agency to which he/she belongs will each be referred to as an "Intermediary".

2. 買方確認知悉及確認以下各項：
The Purchaser(s) acknowledge(s) and confirm(s) the followings:
- (a) 任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、承諾或保證。賣方不須就任何中介人所作出的任何協議、陳述、承諾或保證（如有）向買方或其他人以任何形式負責，在任何情況下亦不須代任何中介人履行該等協議、陳述、承諾或保證。
Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.
- (b) 賣方及其職員並無亦不會直接或間接向買方或任何中介人收取樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金。買方如遇任何人士以賣方僱員或代理之名義，在購買上述該物業時向其索取任何金錢或其他利益時，買方應向廉政專員公署(I.C.A.C.)舉報。
The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary. If there are any person(s) 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 (I.C.A.C.).
- (c) 賣方並無授權任何中介人向買方收取任何費用或佣金。
The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.
- (d) 買方與任何中介人之任何纏繞，一概與賣方無關。該物業之買賣交易一切依據該物業之招標文件、臨時買賣合約及正式買賣合約進行。
The Vendor is not and will not be involved in any dispute between the Purchaser and any Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the tender documents, the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase of the Property.
3. 本聲明中文譯本僅供參考，如與英文文本有異，概以英文文本為準。
The Chinese translation of this declaration is for reference purposes only. In case of any discrepancy, the English version shall prevail.

買方簽署 PURCHASER(S)

Date 日期：

Vendor's Information Form

賣方資料表格

Name and address of the Development : One Homantin, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址： 九龍何文田常富街 1 號 One Homantin

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/garden 連同平台/天台/花園)
("the Property" "該物業")

Purchaser(s) 買方： _____

Vendor 賣方： Easy Merit Holdings Limited

- (a) The amount of the management fee that is payable for the Property: HK\$ 8,086 per month
須就該物業支付的管理費用的款額: 每月港幣\$ 8,086.
- (b) The amount of the Government rent (if any) that is payable for the Property: 3% of the rateable value of the Property per annum (See note 1)
須就該物業繳付的地稅(如有的話)的款額: 該物業的每年應課差餉租值的百份之三(見註 1)
- (c) The name of the owners' incorporation (if any): Nil
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Harriman Property Management Limited
發展項目的管理人的姓名或名稱: 夏利文物業管理有限公司
- (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: Nil
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: 沒有
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
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份恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Note 1: Government rent is currently charged in respect of the entire Development. There is not yet a determination of the amount of Government rent payable for the Property.

註 1：現時地稅就整個發展項目徵收，該物業之地稅暫未釐定。

Date of Printing 印製日期:

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the Preliminary Agreement for sale and purchase of the Property.

買方現確認在簽署該物業之臨時買賣合約之前，買方已收到此份賣方資料表格。

Signature(s) of Purchaser(s) 買方簽署

Date 日期

吊船系統確認函

Acknowledgement Letter regarding Gondola System

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 : 九龍何文田常富街 1 號 ONE HOMANTIN

Tower 2 座 Floor 19 樓 Unit A 單位(with flat roof/roof/garden 連同平台/天台/花園)
(the “Property” 「該物業」)

Purchaser(s) 買方 : _____

Vendor 買方特此確認與賣方簽立有關該物業之臨時買賣合約（「臨時合約」）前已獲通知以下事項：發展
賣方： 項目住宅大樓之吊船系統可能會在屬於該物業一部分之平台、天台、花園或梯屋（及梯屋頂）上
Easy 空操作。
Merit

Holdings The Purchaser(s) acknowledge(s) that he/she/they/it has/have been notified the following before
Limited1. he/she/they/it entered into the Preliminary Agreement for Sale and Purchase in respect of the Property (the
“Preliminary Agreement”) with the Vendor: gondola systems of the residential towers in the
Development may operate in the airspace above the flat roof, roof, garden or stairhood (and the top of
stairhood) forming part of the Property.

2. 本函並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約項下賣
方更改建築圖則的權利及該權利之概括性。

This letter shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase
agreement (the “Agreement”), including without limitation to the right of the Vendor under the Agreement
to amend the building plans and the generality of that right.

3. 本函中文譯本僅供參考，如與英文文本有異，概以英文文本作準。

The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English
version shall prevail.

買方簽署 PURCHASER(S)

Date 日期 :

有關 Quintessentially 會籍的確認函
Acknowledgement Letter regarding Quintessentially membership

To 致 : (the “Purchaser” 「買方」)
From 由 : Easy Merit Holdings Limited (the “Vendor” 「賣方」)

Name and address of the Development : ONE HOMANTIN, 1 Sheung Foo Street, Ho Man Tin, Kowloon
發展項目名稱及地址 : ONE HOMANTIN, 九龍何文田常富街 1 號

Tower 2 座 Floor 19 樓 Unit A 單位 (with flat roof/roof/garden 連同平台/天台/花園)
 (“the Property” 「該物業」)

The Vendor refers to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the “Preliminary Agreement”). The Vendor hereby confirms that you will be entitled to an annual dedicated membership provided by Quintessentially Lifestyle for a term of 1 year (the “Membership”), subject to your full compliance with the following terms and conditions :-

就閣下於本函日期簽訂臨時買賣合約（「臨時合約」）購買該物業，現特此確認，閣下可獲得由 Quintessentially Lifestyle 提供尊貴級別會籍，為期 1 年（「該會籍」），惟須受以下條款及條件規限:-

1. You shall execute the formal Agreement for Sale and Purchase in respect of the Property (the “Agreement”) within 5 working days after the date of signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.
閣下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有關該物業的正式買賣合約（「正式合約」）。
2. You shall make payment of the further deposit, the part payment of purchase price and the balance of purchase price within the time specified in the Preliminary Agreement and the Agreement and shall perform and observe all the terms and conditions in the Preliminary Agreement and the Agreement and shall complete the purchase of the Property in accordance with such terms and conditions.
閣下須於臨時合約及正式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正式合約所有條款與條件，及須根據該等條款與條件完成該物業的買賣。
3. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the term of the Membership will commence within 14 days from the date of completion of the sale and purchase of the Property.
在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件的前提下，該會籍的時期將由該物業買賣完成的日期 14 日內開始。
4. The Vendor reserves the right to offer an alternative gift as replacement in case of shortage.
如該會籍短缺，賣方有權以其他贈品取代。
5. Upon commencement of the term of the Membership in accordance with paragraph 3 above or upon providing the alternative gift to you in accordance with paragraph 4 above (whichever is the earlier), all the obligations and liabilities of the Vendor under this Letter, if any, shall be absolutely discharged.
當該會籍的時期按以上第 3 段開始或該其他贈品按以上第 4 段給予閣下（以較先者為準），賣方在本函的所有義務及責任（如有）將完全解除。
6. In the event that you fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for return of the Membership and/or the alternative gift (as the case may be) forthwith without prejudice to the Vendor’s other rights and claims under this Letter, the Agreement, the Preliminary Agreement or other applicable laws.
若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷及/或要求退還該會籍及/或該其他贈品（視屬何情況而定），且並不損害賣方於本函、臨時合約、正式合約或其他適用法律下之其他權利及申索。
7. This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall remain liable to be bound to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and

to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement.
本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買該物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本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正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買該物業。

8. All the rights and benefits conferred you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下行使及享用。
9. In case of dispute, the Vendor reserve its rights to make the final decision on all matters arising from this Letter and such decision shall be binding on you.
如有爭議，賣方有權就本函引起的所有事宜作最後決定，該決定對閣下有約束力。
10. 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。

For and on behalf of the Vendor
賣方代表

Authorized Signature(s) 授權人士簽署
for and on behalf of
Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司

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

經妥當及謹慎考慮本函之內容後，我/我們同意接受本函及受本函所有條款及條件規限。

買方簽署 PURCHASER(S)

Date 日期：