

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of those properties in

Wings at Sea II of Phase IVB of LOHAS Park[^]

as set out in any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for Wings at Sea II of Phase IVB of LOHAS Park[^] from time to time (as the same may be revised by the Vendor from time to time),

(unless the property(ies) is(are) previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the tender box labelled “**Public Tender For Wings at Sea II**” placed at the Sales Office (as defined in the Tender Notice) in a plain envelope and clearly marked “**Wings at Sea II**”.

Vendor: **MTR Corporation Limited**
c/o **Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited**
45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong
Enquiry Hotline: 3119 0008

Vendor’s solicitors: **Deacons**
6th Floor, Alexandra House, 16 – 20 Chater Road, Central, Hong Kong

Slaughter and May
47/F, Jardine House, 1 Connaught Place, Central, Hong Kong

Woo Kwan Lee & Lo
Room 2801, 28th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Mayer Brown
16th – 19th Floor, Prince’s Building, 10 Chater Road, Central, Hong Kong

[^] Tower 3(3A & 3B) and Tower 5(5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.

招標文件

公開招標承投購買物業

現招標承投購買

日出康城的第 IVB 期晉海 II[^]

於任何一份或多份賣方不時發出的日出康城的第 IVB 期晉海 II[^]的以招標方式出售的
銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出的物業

(已被撤回或出售的物業則除外)

在招標期間(定義見招標公告)，投標書須放入普通信封內，信封面上清楚註明「晉海 II」，放入位於售樓處(定義見招標公告)擺放的標示為「晉海 II 公開招標」的投標箱內。

賣方：香港鐵路有限公司
(由新鴻基地產(銷售及租賃)代理有限公司轉交)
香港港灣道 30 號新鴻基中心 45 樓
查詢熱線：3119 0008

賣方律師：的近律師行
香港中環遮打道 16 - 20 號 歷山大廈 6 樓

司力達律師樓
香港中環康樂廣場 1 號怡和大廈 47 樓

胡關李羅律師行
香港灣仔港灣道 30 號新鴻基中心 28 字樓 2801 室

孖士打律師行
香港中環遮打道 10 號太子大廈 16 樓至 19 樓

[^] 日出康城的第 IVB 期中的第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

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PART 1: TENDER NOTICE

1. Definitions

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

“Acceptance Period”	means, in respect of each Property for Tender, the period between (i) the Tender Commencement Date and Time and (ii) the date which is the seventh day after the closing date of the tender (both dates inclusive);
“Agreement”	means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale;
“Conditions of Sale”	means the Conditions of Sale set out in the Second Schedule to the Offer Form;
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 4.2 of the Tender Notice;
“Offer Form”	means each of the Offer Forms set out in Part 2 of this Tender Document, but excluding its Annexes other than Annex 1;
“Person so Engaged”	means Globaluck Limited (寶股有限公司), i.e. the person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase;
“Phase”	means Phase IVB of LOHAS Park; (Tower 3(3A & 3B) and Tower 5(5A & 5B) of and in the Phase are called “Wings at Sea II”)
“Property”	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tendered Property specified in the Offer Form;
“Properties for Tender”	means all or any of the specified residential properties as set out in the Sales Arrangements;
“Purchase Price”	means, if and when the offer contained in the Offer Form is accepted by the Vendor, the Tender Price specified in the Offer Form;
“Purchaser”	means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor;
“Sales Arrangements”	means any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor

	for the Phase from time to time (as the same may be revised by the Vendor from time to time);
“Sales Office”	means, in respect of each Property for Tender, the place where the sale will take place as set out in the Sales Arrangements;
“Tender Closing Date and Time”	means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Commencement Date and Time”	means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements;
“Tender Document”	means this Tender Document comprising :- (i) the Tender Notice and the Appendices; (ii) the Offer Form(s); and (iii) the Annexes to the Offer Form(s);
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document;
“Tender Period”	means, in respect of each Property for Tender, the period between the Tender Commencement Date and Time and Tender Closing Date and Time;
“Tender Price”	means the price tendered for the Property as specified in the First Schedule to the Offer Form;
“Tendered Property”	means the property specified in the First Schedule to the Offer Form;
“Tenderer”	means the person who is specified in the First Schedule to each Offer Form as the tenderer;
“Vendor”	means MTR Corporation Limited (香港鐵路有限公司); and
“Vendor’s solicitors”	means any one of the following firms to be designated by the Vendor at its sole and absolute discretion:- • Deacons • Slaughter and May • Woo Kwan Lee & Lo • Mayer Brown

2. **Procedures of Tender**

2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and

conditions contained in this Tender Document.

- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction). Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for the Property for Tender within seven (7) days after the closing date of such previous tender exercise. In such event, the Vendor will reject other offer(s) for the Property for Tender.
- 2.5 The Vendor reserves the right to adjust the Tender Closing Date and Time of any of the Properties for Tender, remove any property from/add any property to the Properties for Tender and to modify, amend or revise any part of the Tender Document. Please refer to the Sales Arrangements issued from time to time for any adjustment of the Tender Closing Date and Time applicable to any of the Properties for Tender and any property removed from or added to the Properties for Tender. Any modification, amendment or revision of the Tender Document will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment, modification, amendment or revision.
- 2.6 Tenderers should note the Vendor's solicitors do not act for any Tenderer in the process of this tender.
- 2.7 Tenderer(s) should submit the tender(s) in accordance with the terms and conditions as set out in this Tender Document and **the criteria (if any) set out under the Schedule to the Tender Notice.**
- 2.8 The Tenderer(s) should submit his/her/their tender(s) in the following manner :-
- (a) by submission of the following items :-
- (i) **Tender Document with the Offer Form(s)**
- Offer Form (Part 2 of the Tender Document) for each of the Tendered Properties duly completed, dated and signed by the Tenderer(s). **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form.** For the avoidance of doubt, a Tenderer may submit more than one (1) Offer Form. However, if the offer contained in any Offer Form submitted by a tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the same tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.
- (ii) **Cashier's order(s) and cheque(s) (if applicable)**
- In respect of each Tendered Property, one or more cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and cheque(s)

(if applicable) in the total amount equal to 5% of the Tender Price of such Tendered Property and made payable to “**DEACONS**” Provided That at least HK\$100,000 shall be paid by cashier’s order(s):

(iii) Tenderer’s(s’) identification document(s)

If the Tenderer(s) is/are individual(s), copy of the HKID Card/Passport of each individual of the Tenderer(s).

If the Tenderer(s) is/are corporation(s), copies of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer(s) and copies of the latest register of directors and annual return of the Tenderer(s) and copies of the HKID Card/Passport of each director.

(iv) Intermediary’s licence (if applicable)

If the Tenderer(s) has/have appointed estate agent(s), a copy of licence of the estate agent(s) appointed by the Tenderer(s).

(v) Documents in Annexes to the Offer Form of each of the Tendered Properties duly completed and signed by the Tenderer

- (1) Measurements of the Tendered Property
- (2) Vendor's Information Form
- (3) Warning to Purchasers
- (4) Declaration of Relationship with the Vendor
- (5) Declaration of Relationship with the Owner
- (6) Declaration Regarding Intermediary
- (7) Declaration Regarding No Intermediary
- (8) Acknowledgement Letter Regarding Miscellaneous Matters
- (9) Acknowledgement Letter regarding Government Grant and Miscellaneous Matters
- (10) Acknowledgement Letter Regarding Stamp Duty
- (11) Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited)
- (12) Personal Information Collection Statement (MTR Corporation Limited)
- (13) Acknowledgement Letter Regarding Viewing of Property

Please do **NOT** date any of the documents mentioned in the above sub-paragraph (v).

- (b) all items under sub-paragraph (a) above shall be enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Wings at Sea II**”; and
- (c) placed in the Tender Box labelled “**Public Tender For Wings at Sea II**” placed at the Sales Office during the Tender Period.

3. Submission of Tender

- 3.1 All cashier’s order(s) and/or cheque(s) forwarded by the Tenderer(s) will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier’s order(s) and cheque(s) (if any) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other

cashier's orders and/or cheque(s) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the Hong Kong correspondence address specified in the Offer Form.

- 3.2 (a) The Tenderer must sign the Offer Form and other documents either (i) personally (if the Tenderer is a corporation, by its director(s) or authorized signatory(ies)) and shall be deemed to be acting as a principal or (ii) by his attorney in which event the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.
- (b) If the Tenderer is a corporation, it should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.
- (c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender or return of cashier's order(s) and/or cheque(s).
- 3.3 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, the Tenderer is not entitled to withdraw and shall not withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period. **However, if a Tenderer has submitted more than one (1) Offer Form and if the offer contained in any Offer Form submitted by the Tenderer is accepted by the Vendor (or in the case if more than one Offer Form for the purpose of satisfying the criteria (if any) set out under the Schedule to the Tender Notice are accepted by the Vendor), the other Offer Form(s) submitted by the Tenderer prior to the date of the said acceptance will be disregarded and will not be considered by the Vendor.**
- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

4. Acceptance of Tender

- 4.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property.
- 4.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.
- 4.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection during the Tender Period at the Sales Office. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.
- 4.4 (a) In the event that the Purchaser intends to execute the Agreement by his attorney on his behalf :-

- (i) the Vendor's solicitors may not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his own solicitors to act for him;
 - (ii) no attorney, trustee or nominee of any kind by the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser; and
 - (iii) the relevant power of attorney is required to be approved by the Vendor and witnessed in the presence of a Hong Kong practising solicitor.
- (b) All loan applications made to the Person so Engaged's designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

5. **Miscellaneous**

- 5.1 Tenderers are advised to note that the Vendor and the Person so Engaged will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Properties for Tender. All enquiries should be directed to Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited of 45th Floor, Sun Hung Kai Centre, 30 Harbour Road, Hong Kong (Enquiry Hotline: +(852) 3119 0008). For the avoidance of doubt, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited is not the agent of the Purchaser.
- 5.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Person so Engaged or the Vendor's or the Person so Engaged's agent in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 5.3 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.
- 5.4 In this Tender Document unless the context otherwise requires (i) words and expressions importing the masculine, feminine or neuter gender include every other gender, (ii) words and expressions in the singular include the plural, and words and expressions in the plural include the singular and (iii) words and expressions shall extend to the grammatical variations and cognate expressions of such words and expressions.
- 5.5 In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

Schedule to the Tender Notice

Criteria for Submission of Tender

None.

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：-

「承約期間」	就每一個招標物業而言，指由(i)招標開始日期及時間至(ii)招標截止日期後的第七日 (包括首尾兩日)；
「正式合約」	指賣方與買方根據出售條款第 5 條擬簽訂的該物業的正式買賣合約；
「出售條款」	指要約表格附表 2 所列的出售條款；
「接納書」	指賣方根據招標公告第 4.2 段接納投標者的投標書的書面通知；
「要約表格」	指本招標文件第 2 部份的每一份要約表格，但不包括其附件(附件 1 除外)；
「如此聘用的人」	指寶殷有限公司，即賣方聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士；
「期數」	指日出康城的第 IVB 期； (期數中的第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。))
「該物業」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中指明的投標物業；
「招標物業」	指銷售安排內列出的所有或任何指明住宅物業；
「樓價」	指如果及一旦要約表格所載的要約獲得賣方接納時，要約表格中訂明的投標價；
「買方」	指中標者，其對該物業的投標書獲得賣方接納；
「銷售安排」	指任何一份或多份賣方不時發出的期數以招標方式出售的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)；
「售樓處」	就每一個招標物業而言，指載於銷售安排適用於招標物業的出售地點；
「招標截止日期及時間」	就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標截止日期及時間；

「招標開始日期及時間」	就每一個招標物業而言，指載於銷售安排適用於該招標物業的招標開始日期及時間；
「招標文件」	指本招標文件，由以下部份組成：- (i) 招標公告及附錄； (ii) 要約表格；及 (iii) 要約表格附件；
「招標公告」	指本招標文件第 1 部份的招標公告；
「招標期間」	就每一個招標物業而言，指招標開始日期及時間至招標截止日期及時間的期間；
「投標價」	指要約表格附表 1 中訂明投購該物業的價格；
「投標物業」	指要約表格附表 1 中訂明的物業；
「投標者」	指每一份要約表格附表 1 中訂明為投標者的人士；
「賣方」	指香港鐵路有限公司；及
「賣方律師」	指賣方單獨絕對酌情決定下指定的以下任何一家律師行：- • 的近律師行 • 司力達律師樓 • 胡關李羅律師行 • 孖士打律師行

2. 招標程序

- 2.1 賣方現按照載於招標文件的條款及細則招標承投購買招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交之投標書。
- 2.4 賣方保留權利在接納任何投標書之前的任何時間撤回所有或任何招標物業不予出售，或將所有或任何招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。雖然某一招標物業可能在某一招標日期仍然可供投標，但因賣方可能會在先前的招標程序完結後的七日內接納該招標物業的先前的投標書，該招標物業可能於該招標日期內的期間變為不再可供出售。如出現此情況，賣方將拒絕接納該招標物業的其他投標要約。

- 2.5 賣方保留權利更改任何招標物業的招標截止日期及時間、減少或增加招標物業，以及變更、修訂或修改招標文件的任何部份。請參閱不時發出的銷售安排關於任何招標物業的招標截止日期及時間的更改及任何招標物業的減少或增加。招標文件的任何變更、修訂或修改將會張貼於售樓處。賣方無須就上述更改、變更、修訂或修改另行通知投標者。
- 2.6 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- 2.7 投標者應按照載於本招標文件的條款及細則及載於招標公告附表的準則(如有)遞交投標書。
- 2.8 投標者應按以下方式提交其投標書：-
- (a) 遞交以下各項文件：-
- (i) 招標文件及要約表格
- 就每一個投標物業已由投標者填妥、填上日期及簽署的要約表格(即本招標文件的第 2 部份)。請填妥並簽署要約表格的英文版本或要約表格的中文版本。為免疑問，投標者可提交超過一份要約表格。然而，如果投標者提交的任何要約表格中的要約被賣方接納(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接納)，則在上述接納日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。
- (ii) 銀行本票及支票(如適用)
- 就每一個投標物業，由根據《銀行業條例》第 16 條獲妥為發牌的銀行簽發的一張或多張銀行本票及支票(如適用)，總金額相等於該投標物業投標價的 5%，抬頭寫「的近律師行」或「**DEACONS**」，惟當中最少港幣 100,000 元須以銀行本票支付。
- (iii) 投標者的身份證明文件
- 如投標者為個人，組成投標者的每名個人的香港身份證／護照的複印本。
- 如投標者為法團，投標者的公司註冊證明書及商業登記證的複印本，以及投標者最近期的董事登記冊及周年申報表的複印本及每名董事的香港身份證／護照的複印本。
- (iv) 中介人的牌照(如適用)
- 如投標者已委託地產經紀，投標者委託的地產經紀的牌照複印本。
- (v) 由投標者填妥並簽署的每一個投標物業的要約表格附件中的文件
- (1) 投標物業的量度尺寸
 - (2) 賣方資料表格
 - (3) 對買方的警告
 - (4) 與賣方關係的聲明

- (5) 與擁有人關係的聲明
- (6) 關於中介人的聲明
- (7) 關於並無中介人的聲明
- (8) 關於其他事項的確認書
- (9) 關於批地文件及其他事項之確認函
- (10) 關於印花稅的確認書
- (11) 個人資料收集聲明(PICS) (新鴻基地產(銷售及租賃)代理有限公司)
- (12) 個人資料收集聲明 (香港鐵路有限公司)
- (13) 關於參觀物業的確認書

請不要於上述第(v)分段所述的任何文件內填上日期。

- (b) 以上(a)分段所列的各項文件應放入普通信封內，信封面上書明賣方收啓，並清楚註明「晉海 II」；及
- (c) 於招標期間放入位於售樓處擺放的標示為「晉海 II 公開招標」的投標箱內。

3. 提交投標

- 3.1 在賣方對收到的投標書作出決定前，所有銀行本票及／或支票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及支票(如有)將視作臨時訂金，以支付樓價的部份款項。所有其他銀行本票及／或支票將於承約期間屆滿後起計 14 天內，按要約表格中指明的香港通訊地址以專人送達、或通過郵遞方式退還予落選投標者。
- 3.2
 - (a) 投標者須(i)親身簽署要約表格及其他文件(如投標者為法團，須由其董事或其獲授權人士簽署)，並視作為主事人或(ii) 以其授權人代表其簽署要約表格及其他文件，在此情況下，相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。
 - (b) 投標者如為法團，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
 - (c) 要約表格中指明的香港通訊地址將會是收取接納投標書信函或退回銀行本票及／或支票的地址。
- 3.3
 - (a) 作為賣方招標及下文(b)分段所述的承諾的代價，投標書均不可撤銷並構成可由賣方在承約期間隨時接納投標的正式要約。投標書根據本招標文件的程序一經遞交，投標者即無權撤回並且不得撤回投標書，直至承約期間終結之前，投標書都可由賣方隨時接納。然而，如果投標者提交超過一份要約表格及如果投標者提交的任何要約表格中的要約被賣方接納(又或為了符合載於招標公告附表的準則(如有)，投標者多於一份要約表格被賣方接納)，則在上述接納日期之前由同一投標者提交的其他要約表格將不被理會及不被賣方考慮。
 - (b) 作為上文(a)分段所述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣 1 元。

4. 接納投標

- 4.1 投標書如獲接納，中標者即成為該物業之買方。

- 4.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第 2 個工作日視為已經收妥。
- 4.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標期間在售樓處審閱。為免疑問，買方被視為已經審閱正式合約的標準格式，且買方將接受正式合約並不得作出修訂。
- 4.4 (a) 如買方有意以其授權人代表其簽署正式合約：-
- (i) 賣方律師將不可於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；
 - (ii) 賣方並不接受買方的任何獲授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義代買方簽署正式合約；及
 - (iii) 相關授權書須由賣方事先批准及必須由香港執業律師在場見證簽署。
- (b) 所有向如此聘用的人之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

5. 其他事項

- 5.1 投標者宜注意，賣方及如此聘用的人只會回答關於招標物業的一般問題，而不會就本招標文件或關於招標物業的法例條文提供法律或其他意見。如有任何查詢，應聯絡新鴻基地產(銷售及租賃)代理有限公司，地址為香港港灣道 30 號新鴻基中心 45 樓(查詢熱線: +(852) 3119 0008)。為免疑問，新鴻基地產(銷售及租賃)代理有限公司並非買方的代理人。
- 5.2 賣方的或如此聘用的人的任何人員或代理或賣方的或如此聘用的人的代理人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 5.3 賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件任何種類的改動及/或增加，該投標書將被視為不符合規定的投標書。
- 5.4 在本招標文件中，除非文意另有所指，否則(i)凡指男性、女性及不屬於男性或女性者的字及詞句亦包括每一其他性別，(ii) 凡指單數的字及詞句亦指眾數，而指眾數的字及詞句亦指單數，及(iii)所用字及詞句擴及指該字及詞句的文法變體及同語族詞句。
- 5.5 如本招標文件的英文文本與中文譯本有任何不一致，則以英文文本為準。

招標公告附表

投標書提交準則

無

Appendix 1 of the Tender Notice
招標公告附錄 1

Explanatory Notes to some of the gifts, financial advantage or benefits
部份贈品、財務優惠或利益的註釋

This appendix aims to set out the key terms and conditions of some of the gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form. For the avoidance of doubt, it does not mean that the Purchaser shall be entitled all the gifts, financial advantage or benefits as mentioned in this appendix. The relevant gifts, financial advantage or benefits as mentioned in Section 4 of the First Schedule to the Offer Form shall be applicable subject to the terms and conditions governing such gifts, financial advantage or benefits.

本附錄旨在列出要約表格附表 1 的第 4 節內所述的部份贈品、財務優惠或利益的主要條款及細則。為免疑問，這並不表示買方可以享有本附錄所述的全部贈品、財務優惠或利益。要約表格附表 1 的第 4 節所述的相關的贈品、財務優惠或利益在符合規限該些贈品、財務優惠或利益的條款及細則下適用。

Part I
第 I 部份

1. Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Person so Engaged to the Purchaser in connection with the purchase of the Property.
視乎買方其要約表格所選擇的付款計劃，如此聘用的人將就購買該物業向買方提供以下該付款計劃相關的贈品、財務優惠或利益。
2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
除非本列表另有定義，招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
3. The Person so Engaged's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.
如臨時合約及正式合約因任何原因終止或取消，則如此聘用的人提供贈品、財務優惠及利益的協議將無效。
4. According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks.
根據香港金融管理局指引，銀行於計算按揭貸款成數時，必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有)；而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to the Purchaser only and shall not be transferable. The Person so Engaged has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Person so Engaged also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the Person so Engaged's decision shall be final and binding on the Purchaser.
所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。如此聘用的人有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。如此聘用的人亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議，如此聘用的人之決定為最終並對買方有約束力。
6. The Person so Engaged's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.
如此聘用的人的指定財務機構沒有亦將不會委任任何人士(第三方)處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促使、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。
7. The maximum loan amount, interest rate and terms of any loan to be offered by the Person so Engaged's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time. The Purchaser shall provide information and documents requested from the designated financing company, otherwise, the loan shall not be processed.
由如此聘用的人的指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例

及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等(不論是否對指定財務機構有約束力)影響。買方必須提供指定財務機構所要求的資料及文件，否則貸款將不會獲處理。

Part II
第 II 部份

(TD1) 90 Days Payment Plan
90 日付款計劃

1. First 3 Years Warranty Offer
首 3 年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property. 在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於住宅物業的成交日起計3年內向如此聘用的人發出書面通知，如此聘用的人須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any). The Vendor shall not be responsible for any direct or indirect liabilities or losses in connection with the First 3 Years Warranty Offer.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。賣方將不會就首3年保修優惠承擔任何直接或間接的責任或損失。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

2. Offer of Residential Car Parking Space(s)
住戶停車位優惠

The Purchaser of any one residential property set out in Table 1 below, shall have an option to purchase one residential car parking space in Phase IVA of the Development in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands:

以下表 1 內任何一個住宅物業之買方，可享有認購地政總署署長已發出預售樓花同意書或轉讓同意書的發展項目第 IVA 期內的一個住戶停車位的權利：

Table 1
表 1

Tower座數	Floor樓層	Flat單位
Tower 3(3A) 第3座(3A)	56/F 56樓	B
Tower 3(3B) 第3座(3B)	55/F 55樓	A
Tower 3(3B) 第3座(3B)	56/F 56樓	B
Tower 5(5A) 第5座(5A)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	59/F 59樓	B

If the Purchaser does not exercise the option to purchase residential car parking space(s) in accordance with time limit and manner prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor, the option to purchase residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

住戶停車位的售價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。

(TE1) 180 Days Payment Plan
180 日付款計劃

1. Loan Offer
貸款優惠

The Purchaser may apply for **ONLY ONE** of the following loan benefits from the the Person so Engaged's designated financing company:

買方可向如此聘用的人的指定財務機構申請以下**其中一項**貸款優惠：

(a) Standby First Mortgage Loan
備用第一按揭貸款

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1.1(a) for details.

備用第一按揭貸款的最高金額為淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄1.1(a)。

(b) Standby Second Mortgage Loan
備用第二按揭貸款

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Appendix 1.1(b) for details.

備用第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄1.1(b)。

(c) King's Key Plus
King's Key Plus

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方

King's Key Plus is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Appendix 1.1(c) for details.

King's Key Plus分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄1.1(c)。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property.
上文『淨樓價』一詞指該物業之樓價。

2. First 3 Years Warranty Offer 首3年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property. 在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於住宅物業的成交日起計3年內向如此聘用的人發出書面通知，如此聘用的人須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any). The Vendor shall not be responsible for any direct or indirect liabilities or losses in connection with the First 3 Years Warranty Offer.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。賣方將不會就首3年保修優惠承擔任何直接或間接的責任或損失。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

3. Offer of Residential Car Parking Space(s) 住戶停車位優惠

The Purchaser of any one residential property set out in Table 1 below, shall have an option to purchase one residential car parking space in Phase IVA of the Development in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands:

以下表 1 內任何一個住宅物業之買方，可享有認購地政總署署長已發出預售樓花同意書或轉讓同意書的發展項目第 IVA 期內的一個住戶停車位的權利：

Table 1
表 1

Tower座數	Floor樓層	Flat單位
Tower 3(3A) 第3座(3A)	56/F 56樓	B
Tower 3(3B) 第3座(3B)	55/F 55樓	A
Tower 3(3B) 第3座(3B)	56/F 56樓	B
Tower 5(5A) 第5座(5A)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	59/F 59樓	B

If the Purchaser does not exercise the option to purchase residential car parking space(s) in accordance with time limit and manner prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor, the option to purchase residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

住戶停車位的售價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。

(TF1) 360 Days Payment Plan
360 日付款計劃

1. Loan Offer
貸款優惠

The Purchaser may apply for **ONLY ONE** of the following loan benefits from the the Person so Engaged's designated financing company:

買方可向如此聘用的人的指定財務機構申請以下**其中一項**貸款優惠：

(a) Standby First Mortgage Loan
備用第一按揭貸款

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby First Mortgage Loan shall be 80% of the Net Purchase Price, provided that the loan amount shall not exceed the balance of Purchase Price payable. Please see Appendix 1.1(a) for details.

備用第一按揭貸款的最高金額為淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。詳情請參閱附錄1.1(a)。

(b) Standby Second Mortgage Loan
備用第二按揭貸款

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The maximum amount of the Standby Second Mortgage Loan shall be 25% of the Net Purchase Price, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Standby Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. Please see Appendix 1.1(b) for details.

備用第二按揭貸款的最高金額為淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及備用第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。詳情請參閱附錄1.1(b)。

(c) King's Key Plus
King's Key Plus

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方

King's Key Plus is divided into two tranches: the maximum loan amount of Tranche A (for payment of the balance of the Purchase Price) shall be 90% of the Purchase Price and (if applicable) the maximum loan amount of Tranche B (for repayment of the mortgage loan of the Existing Property) shall be 30% of the Purchase Price. Please see Appendix 1.1(c) for details.

King's Key Plus分為兩部份：A 部份(用於繳付樓價餘額)的最高貸款金額為樓價90%及(如適用)B部份(用於償還現有物業的按揭貸款)的最高貸款金額為樓價30%。詳情請參閱附錄1.1(c)。

The term "Net Purchase Price" above means the amount of the Purchase Price of the Property.
上文『淨樓價』一詞指該物業之樓價。

2. First 3 Years Warranty Offer 首3年保修優惠

Without affecting the Purchaser's rights under the Agreement, the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of completion of sale and purchase of the Property rectify any defects to the Property. 在不影響買方於正式合約下之權利的前提下，凡該物業有欠妥之處，買方可於住宅物業的成交日起計3年內向如此聘用的人發出書面通知，如此聘用的人須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。

For the avoidance of doubt, the First 3 Years Warranty Offer does not apply to any defects caused by fair wear and tear, the act or neglect of any person; and the landscape area and potted plants (if any). The Vendor shall not be responsible for any direct or indirect liabilities or losses in connection with the First 3 Years Warranty Offer.

為免疑問，首3年保修優惠不適用於該欠妥之處由正常損耗、任何人之行為或疏忽造成；及園景及盆栽(如有)。賣方將不會就首3年保修優惠承擔任何直接或間接的責任或損失。

The First 3 Years Warranty Offer is subject to other terms and conditions.
首3年保修優惠受其他條款及細則約束。

3. Offer of Residential Car Parking Space(s) 住戶停車位優惠

The Purchaser of any one residential property set out in Table 1 below, shall have an option to purchase one residential car parking space in Phase IVA of the Development in respect of which presale consent(s) or consent(s) to assign has/have been issued by the Director of Lands:

以下表 1 內任何一個住宅物業之買方，可享有認購地政總署署長已發出預售樓花同意書或轉讓同意書的發展項目第 IVA 期內的一個住戶停車位的權利：

Table 1
表 1

Tower座數	Floor樓層	Flat單位
Tower 3(3A) 第3座(3A)	56/F 56樓	B
Tower 3(3B) 第3座(3B)	55/F 55樓	A
Tower 3(3B) 第3座(3B)	56/F 56樓	B
Tower 5(5A) 第5座(5A)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	58/F 58樓	A
Tower 5(5B) 第5座(5B)	59/F 59樓	B

If the Purchaser does not exercise the option to purchase residential car parking space(s) in accordance with time limit and manner prescribed by the sales arrangement of the residential car parking spaces to be announced by the Vendor, the option to purchase residential car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.

如買方不根據賣方日後公佈的住戶停車位之銷售安排行使其認購住戶停車位的權利，其認購住戶停車位的權利將會自動失效，買方不會為此獲得任何補償。

The price and sales arrangement details of residential car parking spaces will be determined by the Vendor at its sole and absolute discretion and will be announced later.

住戶停車位的售價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。

Appendix 1.1(a) Standby First Mortgage Loan (“First Mortgage Loan”)
附錄 1.1(a) 備用第一按揭貸款(『第一按揭貸款』)

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The Purchaser can apply to the Person so Engaged’s designated financing company (“designated financing company”) for the First Mortgage Loan. Key terms are as follows:

買方可向如此聘用的人的指定財務機構(『指定財務機構』)申請第一按揭貸款，主要條款如下：

- (I) The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan not less than 60 days before the date of settlement of balance of Purchase Price. Late loan applications will not be processed by the designated financing company.
 買方必須於付清樓價餘額之日前最少 60 日以書面向指定財務機構申請第一按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the First Mortgage Loan shall be 80% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the loan amount shall not exceed the balance of Purchase Price payable. The relevant interest rates are specified in the table below.
 第一按揭貸款的最高金額為有關付款計劃所述的淨樓價的80%，惟貸款金額不可超過應繳付之樓價餘額。有關按揭利率請參閱以下列表。

The Amount of the First Mortgage Loan 第一按揭貸款金額	Interest rate 按揭利率
Higher than 70% of the Net Purchase Price but not higher than 80% of the Net Purchase Price 高於淨樓價的70%但不高於淨樓價的80%	Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2.35% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首24個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率減2.35% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。
Not higher than 70% of the Net Purchase Price 不高於淨樓價的70%	Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首24個月之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率減2.85% p.a.，其後之按揭利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。

- (III) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.
 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

- (IV) The First Mortgage Loan shall be secured by a first legal mortgage over the Property.
第一按揭貸款以該物業之第一法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (VI) The maximum tenor of First Mortgage Loan shall be 25 years.
第一按揭貸款年期最長為25年。
- (VII) The Purchaser shall repay the First Mortgage Loan by monthly instalments.
買方須以按月分期償還第一按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor(s) (if any) shall provide sufficient documents to prove his/her/its/their repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor(s) (if any).
買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
- (IX) The First Mortgage Loan shall be approved by the designated financing company independently.
第一按揭貸款申請須由指定財務機構獨立審批。
- (X) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the First Mortgage Loan.
買方須就申請第一按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XI) All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.
所有第一按揭貸款法律文件須由賣方律師辦理，並由買方承擔有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須承擔其代表律師有關第一按揭貸款的律師費用及雜費。
- (XII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XIII) The First Mortgage Loan is subject to other terms and conditions.
第一按揭貸款受其他條款及細則約束。
- (XIV) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the First Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.
賣方或如此聘用的人無給予或視之為已給予任何就第一按揭貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Appendix 1.1(b) Standby Second Mortgage Loan (“Second Mortgage Loan”)
附錄 1.1(b) 備用第二按揭貸款(『第二按揭貸款』)

- **only applicable to the Purchaser who is individual or limited company incorporated in Hong Kong with all its shareholder(s) and director(s) being individual(s)**
只適用於買方為個人或香港註冊成立的有限公司及其所有股東及董事均為個人

The Purchaser can apply to the Person so Engaged’s designated financing company (“designated financing company”) for the Second Mortgage Loan. Key terms are as follows:

買方可向如此聘用的人的指定財務機構(『指定財務機構』)申請第二按揭貸款，主要條款如下：

- (I) The Purchaser shall make a written application to the designated financing company for a Second Mortgage Loan not less than 60 days before the date of settlement of the balance of the Purchase Price. Late loan applications will not be processed by the designated financing company.
 買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請第二按揭貸款。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the Second Mortgage Loan shall be 25% of the Net Purchase Price as mentioned in the relevant payment plan, provided that the total amount of first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall not exceed 80% of the Net Purchase Price, or the balance of Purchase Price payable, whichever is lower. The relevant interest rates are specified in the table below.
 第二按揭貸款的最高金額為有關付款計劃所述的淨樓價的25%，惟第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款總金額不可超過淨樓價的80%，或應繳付之樓價餘額，以較低者為準。有關按揭利率請參閱以下列表。

The Amount of Standby Second Mortgage Loan 備用第二按揭貸款金額	Interest rate 按揭利率
Higher than 20% of the Net Purchase Price but not higher than 25% of the Net Purchase Price 高於淨樓價的20%但不高於淨樓價的25%	Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2.35% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率減2.35% p.a.，其後之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。
Not higher than 20% of the Net Purchase Price 不高於淨樓價的20%	Interest rate for the first 24 months shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2.85% p.a., thereafter at Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. 首24個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率減2.85% p.a.，其後之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率加1% p.a.，利率浮動。

- (III) In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.
 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款

條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

- (IV) The Second Mortgage Loan shall be secured by a second legal mortgage over the Property.
第二按揭貸款以該物業之第二法定按揭作抵押。
- (V) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (VI) The maximum tenor of Second Mortgage Loan shall be 25 years or the tenor of first mortgage loan (offered by the first mortgagee bank), whichever is shorter.
第二按揭貸款年期最長為25年，或第一按揭貸款(由第一按揭銀行提供)之年期，以較短者為準。
- (VII) The Purchaser shall repay the Second Mortgage Loan by monthly instalments.
買方須以按月分期償還第二按揭貸款。
- (VIII) The Purchaser and his/her/its guarantor(s) (if any) shall provide sufficient documents to prove his/her/its/their repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Notes of latest 2 years, other income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her/its guarantor(s) (if any).
買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、最近2年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
- (IX) The first mortgagee bank shall be nominated and referred by the designated financing company and the Purchaser shall obtain prior consent from the first mortgagee bank to apply for the Second Mortgage Loan.
第一按揭銀行須為指定財務機構所指定及轉介之銀行，買方並且須首先得到該銀行同意辦理第二按揭貸款。
- (X) The first mortgage loan (offered by the first mortgagee bank) and the Second Mortgage Loan shall be approved by the relevant mortgagees independently.
第一按揭貸款(由第一按揭銀行提供)及第二按揭貸款須由有關承按機構獨立審批。
- (XI) All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
所有第二按揭貸款法律文件須由賣方律師辦理，並由買方承擔有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須承擔其代表律師有關第二按揭貸款的律師費用及雜費。
- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
買方須就申請第二按揭貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.
買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。
- (XIV) This Second Mortgage Loan is subject to other terms and conditions.
此第二按揭貸款受其他條款及細則約束。

- (XV) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Second Mortgage Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.

賣方或如此聘用的人無給予或視之為已給予任何就第二按揭貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Note: The bank will, in the course of approving any mortgage, take into account the terms and conditions of the Second Mortgage Loan in accordance with Hong Kong Monetary Authority guidelines. For details, please enquire with the banks.

備註：銀行會根據香港金融管理局的指引，將第二按揭貸款的條款納入銀行的按揭審批考慮。詳情請向有關銀行查詢。

附錄 1.1(c) King's Key Plus
Appendix 1.1(c) King's Key Plus

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方

The Purchaser can apply to the Person so Engaged's designated financing company ("designated financing company") for the King's Key Plus ("Payment Financing"). Key terms are as follows:

買方可向如此聘用的人的指定財務機構(『指定財務機構』)申請 King's Key Plus (『樓價貸款』)，主要條款如下：

- (I) The Purchaser shall make a written application to the designated financing company for the Payment Financing not less than 60 days before the date of settlement of balance of Purchase Price. Late loan applications will not be processed by the designated financing company.

買方必須於付清樓價餘額之日前最少60日以書面向指定財務機構申請樓價貸款。指定財務機構將不會處理逾期貸款申請。

- (II) The Payment Financing shall be secured by a first legal mortgage over the Property and a first legal mortgage over one (or more) Hong Kong residential property(ies) ("Existing Property"). The following are the basic requirements of the Existing Property:

樓價貸款必須以該物業之第一法定按揭及一個(或以上)香港住宅物業(『現有物業』)之第一法定按揭作為抵押。以下為現有物業的基本要求：

- The registered owner of the Existing Property (or any one of the registered owners) must be the Purchaser (or any one of the Purchasers) or a connected family member (i.e. spouse, parents, children, brothers, sisters, grandparents or grandchildren) of the Purchaser or a connected family member of any one of the Purchasers; and
現有物業的註冊業主(或其中一位註冊業主)必須為買方(或買方其中一位)或買方的至親(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫或外孫女)或買方其中一位的至親；及
- The title to the Existing Property is good; and
現有物業的業權良好；及
- The Existing Property is not leased out; and
現有物業沒有出租；及
- The Existing Property is not subject to any mortgage or incumbrance other than bank mortgage; and
現有物業沒有銀行按揭以外的其他按揭或產權負擔；及
- The Existing Property is not a village-type house, residential property in a single block with an Occupation Permit issued before 1980, property which is subject to alienation restrictions and non-estate-type property situated on the outlying islands, etc; and
現有物業不屬於村屋、1980年前發出伙紙的單幢式住宅物業、有轉讓限制的物業或非屋苑式的離島物業等；及
- The value of the Existing Property must satisfy the following requirement:
現有物業的價值必須符合以下要求：

At the time of application for the Payment Financing; 於申請樓價貸款時：	The designated financing company's valuation of the Existing Property ("Valuation") 指定財務機構估算現有物業的價值(『估算價值』)
The Existing Property or (if more than one Existing Property) all Existing	The (total) Valuation of the Existing Property is 50% of the Purchase Price or above 現有物業的(總)估算價值為樓價50%或以上

Properties does(do) not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	
The Existing Property or (if more than one Existing Property) any one or above Existing Property(ies) mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	The (total) Valuation of the Existing Property is 70% of the Purchase Price or above 現有物業的(總)估算價值為樓價70%或以上

Notwithstanding meeting the above requirements, the designated financing company reserves the right not to accept the Existing Property as security.

儘管符合上述要求，指定財務機構保留權利不接受現有物業作為抵押品。

- (III) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (IV) The Payment Financing shall be fully drawn in one lump sum and shall only be applied for firstly payment of the balance of Purchase Price (“Tranche A”) and (if applicable) secondly repayment of the mortgage loan of the Existing Property (“Tranche B”). If the mortgage loan of the Existing Property cannot be fully repaid by the Payment Financing, the registered owner of the Existing Property shall arrange his/her own funds to fully repay the mortgage loan of the Existing Property.
樓價貸款必須一次過全部提取，並只可首先用於繳付樓價餘額(『A 部份』)及(如適用)然後用於償還現有物業的按揭貸款(『B 部份』)。如樓價貸款不足以償清現有物業的按揭貸款，現有物業的註冊業主須自行安排資金以償清現有物業的按揭貸款。
- (V) The maximum amounts of Tranche A and Tranche B of the Payment Financing are as follows:
樓價貸款的 A 部份及 B 部份的最高金額如下：

The Payment Financing 樓價貸款	The maximum amount 最高金額
Tranche A: for payment of the balance of the Purchase Price A 部份：用於繳付樓價餘額	80% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price (if the Valuation of the Existing Property is 50% of the Purchase Price or above, but less than 60% of the Purchase Price); or 樓價的80%及扣除所有如此聘用的人將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價50%或以上，但少於樓價60%)；或 90% of the Purchase Price less all cash rebate(s) (if any) that will be offered by the Person so Engaged for part payment of the balance of Purchase Price (if the Valuation of the Existing Property is 60% of the Purchase Price or above), 樓價的90%及扣除所有如此聘用的人將提供用以支付樓價餘額部份的現金回贈(如有)後的金額(如現有物業的估算價值為樓價60%或以上)， provided that the loan amount shall not exceed the balance of Purchase Price payable. 惟貸款金額不可超過應繳付之樓價餘額。
Tranche B (if applicable): for repayment of the mortgage loan of the	10% of the Purchase Price (if the Valuation of the Existing Property is 70% of the Purchase Price or above, but less than 80% of the Purchase Price); or

Existing Property B 部份(如適用)：用於 償還現有物業的按揭貸 款	樓價的10%(如現有物業的估算價值為樓價70%或以上，但少於樓價80%)；或 20% of the Purchase Price (if the Valuation of the Existing Property is 80% of the Purchase Price or above, but less than 90% of the Purchase Price) ; or 樓價的20%(如現有物業的估算價值為樓價80%或以上，但少於樓價90%)；或 30% of the Purchase Price (if the Valuation of the Existing Property is 90% of the Purchase Price or above), 樓價的30%(如現有物業的估算價值為樓價90%或以上)， provided that the loan amount shall not exceed the balance of the mortgage loan of the Existing Property. 惟貸款金額不可超過現有物業的按揭貸款餘額。
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The Purchaser intending to apply for the maximum loan amount may have to early settle the balance of Purchase Price. The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any).

如買方意欲申請最高貸款金額，可能須提前支付樓價餘額。指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。

- (VI) The Purchaser is required to provide necessary documents upon request of the designated financing company, including without limitation, credit report, repayment record and/or banking record. The designated financing company shall conduct credit check on the Purchaser and his/her guarantor(s) (if any).
買方須提供指定財務機構所需文件，包括但不限於在指定財務機構要求下提供信貸報告、還款紀錄及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
- (VII) The Purchaser is required to provide the funding arrangement for repayment on maturity (for example: sale of other property(ies)) and provide the relevant documents (for example: information of the other property(ies)).
買方須提供於到期還款資金安排(例如：出售其他物業)，並提供相關文件證明(例如：其他物業資料)。
- (VIII) The Payment Financing shall be approved by the designated financing company independently.
樓價貸款申請須由指定財務機構獨立審批。
- (IX) The maximum tenor of the Payment Financing shall be 18 months.
樓價貸款的年期最長為 18 個月。
- (X) Interest rate shall be 2.18% p.a.. The final interest rate will be subject to approval by the designated financing company.
利率為2.18% p.a.。最終利率以指定財務機構審批結果而定。
- (XI) The Purchaser shall repay the Payment Financing in the following manner:-
買方須以以下方式償還樓價貸款：
- (i) pay monthly interest only; and
只須支付每月利息；及
 - (ii) fully repay the balance of the Payment Financing and interest on the maturity date.
於到期日，全數償還樓價貸款餘款及利息。

- (XII) The Purchaser may apply to the designated financing company for the Extended Loan (“Extended Loan”) as set out in Appendix 1.1(d) for repayment of the Tranche A of the Payment Financing upon the maturity date of the Payment Financing. The maximum amount of the Extended Loan shall be:
買方可向指定財務機構申請附錄1.1(d)所述之延續貸款(『延續貸款』)，於樓價貸款到期日用以償還樓價貸款的貸款A部份。延續貸款的最高金額為：

The mortgage status of the Existing Property at the time of application for the Payment Financing: 於申請樓價貸款時，現有物業的按揭情況：	The maximum amount of the Extended Loan 延續貸款的最高金額
The Existing Property or (if more than one Existing Property) all Existing Properties does(do) not have any mortgage 現有物業或(如多於一個現有物業)全部現有物業沒有任何按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing less 10% of the Purchase Price. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款減去樓價的10%。
The Existing Property or (if more than one Existing Property) any one or above Existing Property(ies) mortgaged to a bank 現有物業或(如多於一個現有物業)任何一個或以上現有物業有銀行按揭	the balance of the Tranche A of the Payment Financing repayable on maturity date of the Payment Financing. 樓價貸款的到期日須償還的樓價貸款的貸款A部份的餘款。

The designated financing company will adjust the loan amount in accordance with the credit assessment of the Purchaser and his/her guarantor(s) (if any). Please see Appendix 1.1(d) for details.

指定財務機構會因應買方及其擔保人(如有)的信貸評估結果，對貸款金額作出調整。詳情請參閱附錄 1.1(d)。

- (XIII) All legal documents of the Payment Financing shall be prepared by the Vendor’s solicitors and signed at the office of the Vendor’s solicitors. The Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Purchaser shall instruct his/her own solicitors to act for him/her for the Payment Financing, the Purchaser shall bear his/her own solicitors’ relevant costs and disbursements. If the Existing Property is mortgaged, its registered owner shall instruct his/her own solicitors to handle the release of the mortgage and bear his/her own solicitors’ relevant costs and disbursements.

所有樓價貸款的法律文件須由賣方律師準備，並於賣方律師的辦事處簽署。買方無須就申請貸款支付任何手續費或法律費用(惟買方須自行支付為證明現有物業良好業權之補契費用(如有))。如買方就樓價貸款另行自聘律師作為其代表律師，買方須負責其代表律師有關費用及雜費。如現有物業有按揭，其註冊業主須自行聘請律師辦理解除按揭手續並支付相關律師費用及雜費。

- (XIV) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including but not limitation the loan amount, the interest rate, the tenor and/ or the other conditions) as set out in the relevant payment plan.**

指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。

- (XV) The Purchaser is advised to enquire with the designated financing company about the purpose and details of the loan. The approval or disapproval of the loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the Property and shall pay the full Purchase Price of the Property in accordance with the Agreement.

買方敬請向指定財務機構查詢有關貸款用途及詳情。貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成該物業的交易及繳付該物業的樓價全數。

(XVI) This loan is subject to other terms and conditions.
此貸款受其他條款及細則約束。

(XVII) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the approval of the Payment Financing. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Payment Financing. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the Payment Financing and/or any matters relating to the Payment Financing.

賣方或如此聘用的人均無給予或視之為已給予任何就樓價貸款之批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與樓價貸款之安排。買方不得就由於或有關樓價貸款的批核及/或不批核及/或任何樓價貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Appendix 1.1(d) Extended Loan
附錄 1.1(d) 延續貸款

- **only applicable to the Purchaser who is individual**
只適用於個人名義買方

- (I) The Purchaser shall make a written application to the Person so Engaged's designated financing company ("designated financing company") for the Extended Loan ("Extended Loan") not less than 60 days before the maturity date of the relevant loan (i.e. King's Key Plus as set out in Appendix 1.1(c)). Late loan applications will not be processed by the designated financing company.
買方必須於有關貸款(即附錄 1.1(c) 所述之 King's Key Plus)的到期日前最少 60 日以書面方式向如此聘用的人的指定財務機構(『指定財務機構』)申請延續貸款(『延續貸款』)。指定財務機構將不會處理逾期貸款申請。
- (II) The maximum amount of the Extended Loan shall be as mentioned in Appendix 1.1(c).
延續貸款的最高金額請參閱附錄 1.1(c)。
- (III) The Extended Loan shall be secured by the first legal mortgage(s) as per the requirement at the time of application for the relevant loan.
延續貸款必須以有關貸款申請時所要求的第一法定按揭作為抵押。
- (IV) The Property shall only be self-occupied by the Purchaser.
該物業只可供買方自住。
- (V) The Purchaser and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her/their repayment ability, including without limitation the provision of credit report, Hong Kong Tax Demand Note of latest 2 years, other income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check and assessment on the Purchaser and his/her guarantor(s) (if any).
買方及其擔保人(如有)須提供足夠文件證明其還款能力, 包括但不限於在指定財務機構要求下提供信貸報告、最近 2 年的香港稅單、其他收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查及評估。
- (VI) The Extended Loan shall be approved by the designated financing company independently.
延續貸款申請須由指定財務機構獨立審批。
- (VII) The Extended Loan shall be fully drawn in one lump sum and shall only be applied for repayment of the balance of the relevant loan.
延續貸款必須一次過全部提取, 並只可用於償還有關貸款餘款。
- (VIII) The maximum tenor of the Extended Loan shall be 20 years.
延續貸款年期最長為20年。
- (IX) Interest rate shall be Hong Kong Dollar Best Lending Rate quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited plus 1% p.a., subject to fluctuation. The final interest rate will be subject to approval by the designated financing company.
利率為香港上海滙豐銀行有限公司不時報價之港元最優惠利率加1% p.a., 利率浮動。最終利率以指定財務機構審批結果而定。
- (X) The Purchaser shall repay the Extended Loan by monthly instalments.
買方須以按月分期償還延續貸款。
- (XI) All legal documents of the Extended Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Extended Loan.

所有延續貸款的法律文件須由賣方律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關延續貸款的律師費用及雜費。

- (XII) The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Extended Loan.
買方須就申請延續貸款支付港幣\$5,000不可退還的申請手續費。
- (XIII) **In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor(s) (if any), the designated financing company will adjust the loan term(s) (including without limitation the loan amount, the interest rate, the tenor and/or the other conditions) as set out in the relevant payment plan.**
指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款條款(包括但不限於貸款金額、利率、年期及/或其他條件)作出調整。
- (XIV) The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Extended Loan. The approval or disapproval of the Extended Loan, the approved loan amount, interest rate and other terms thereof are subject to the final decision of the designated financing company.
買方敬請向指定財務機構查詢有關延續貸款用途及詳情。延續貸款批出與否、批出貸款金額、利率及其他條款，指定財務機構有最終決定權。
- (XV) The Extended Loan is subject to other terms and conditions.
延續貸款受其他條款及細則約束。
- (XVI) No representation or warranty is given or shall be deemed to have been given by the Vendor or the Person so Engaged as to the arrangement and the approval of the Extended Loan. The Vendor and the Person so Engaged are not, and will not be, involved in the arrangements of the Extended Loan. The Purchaser shall have no claims whatsoever against the Vendor and/or the Person so Engaged as a result of or in connection with the approval and/or disapproval of the Extended Loan and/or any matters relating to the Extended Loan.
賣方或如此聘用的人無給予或視之為已給予任何就延續貸款之安排及批核的陳述或保證。賣方及如此聘用的人並沒有亦不會參與延續貸款之安排。買方不得就由於或有關延續貸款的批核及/或不批核及/或任何延續貸款相關事宜而向賣方及/或如此聘用的人提出任何申索。

Appendix 2 of the Tender Notice
招標公告附錄 2

"Keep Money Laundering Away from Hong Kong" Leaflet
嚴禁清洗黑錢宣傳單張

Keep Money Laundering Away

from Hong Kong Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before conducting transactions:

For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- Particulars of occupation or business

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

Lawyers will also need information on the nature, purpose, and source of funding for the transactions. More detailed information may be required for more complex or larger transactions. The new measures are now effective.

The requirement for lawyers to obtain client identification and gather information represents the

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to

disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?

The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfil its international obligations as a member of the Financial Action Task Force on Money Laundering, an inter-governmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

Apart from requesting identification information, will my lawyer ask me further questions?

Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- What is the source of funding?

Additional information may be necessary for complex or unusually large transactions.

What is meant by suspicious transaction?

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving-

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?

Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

A secretive entity

Unusual instructions

Unusual settlement requests

律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動的國際責任，律師在接受市民委託辦理任何事務前，會要求他們合作提供以下資料：

個別人士

- 身份證明文件，如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件，如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

此外，律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複雜或金額較大的交易，律師可能需要向客戶索取進一步資料。這些新措施現已生效。

要求律師向客戶索取身份證明文件及其他資料代表法律界對支持打擊清洗黑錢及恐怖分子融資活動的一份承擔。香港律師會衷心呼籲市民與律師合作，合力維護香港作為國際金融中心的誠信。

法律界必須得到市民的支持，才能夠做好把關人的工作，協助政府打擊清洗黑錢和恐怖分子融資活動。

通過向律師提供所需的資料，公眾人士便能使不法分子更難把清洗黑錢和恐怖組織的融資活動，掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港法律服務，將發揮阻嚇作用。

向客戶索取身份證明及交易資料新措施，適用於市民委託律師處理的所有事務，包括資產交易和遺產管理，以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只會在發現可疑交易或恐怖分子融資活動時，才按法律規定向執法機構舉報。根據香港法例，若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報，均屬違法。

常見問題

香港律師為何要求律師向客戶索取有關身份證明及核實資料？

索取客戶身份資料的目的，是為了偵查和預防清洗黑錢和恐怖分子融資活動。香港在1991年加入國際打擊清洗黑錢財務行動特別組織，該組織負責制定國際標準及政策，以打擊清洗黑錢和恐怖分子融資活動。香港作為成員之一，有責任履行組織的建議，香港律師會亦為此作出配合。

除身份證明文件外，律師還會進一步索取其他資料嗎？

律師將根據交易性質進行查證工作。例如辦理樓宇買賣時，律師可能提出以下問題：

- 交易目的為何？

- 如將來的物業持有人並非客戶本人，雙方的關係是什麼？

- 資金的來源是什麼？

如果是較複雜或金額不尋常的交易，客戶可能需要提供進一步資料。

何謂「可疑交易」？

律師將根據交易性質、複雜程度和金額等因素作出判斷。舉例說，若下列情況出現，交易便可能有可疑成份：

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料？

假如客戶未能提供所需資料，律師可能會拒絕或停止為該客戶服務。

律師將如何處理我所提供的資料？資料會否保密？會否轉交第三者？

律師會依照個人資料(私隱)條例處理客戶提供的資料，確保資料絕對保密。律師只在發現可疑交易時，才會按法律規定向執法機構舉報。

- ☒ 身份不明
- ☐ 不尋常的指示
- ☐ 不尋常的結算要求



你我攜手為香港把關 Gatekeeping for HK SAR

配合香港履行打擊清洗黑錢之國際責任
你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling
International Obligations on Anti-Money Laundering



[End of Part 1: Tender Notice]

[第 1 部份：招標公告完]

PART 2: OFFER FORM

To: **The Vendor**

1. Offer

I/We (whose name(s) and address(es) specified in the First Schedule to this Offer Form), being the Tenderer, hereby irrevocably offer to purchase the Tendered Property at the Tender Price specified in the First Schedule to this Offer Form subject to the terms and conditions of the Tender Document and the Conditions of Sale in the Second Schedule to this Offer Form.

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Offer Form together with the Vendor's written acceptance thereof shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Offer Form

3. Address for receipt of Letter of Acceptance

I/We agree that the Hong Kong correspondence address specified in the First Schedule to this Offer Form shall be the address for the purpose of receipt of Letter of Acceptance or return of cashier's order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

4. Declarations, representations and warranties

I/We hereby declare, represent and warrant to the Vendor as follows:-

(a) **The information specified in the First Schedule to this Offer Form is in all respects true and accurate in so far as it is within my/our knowledge.**

(b) The Vendor, the Person so Engaged and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary (if any) any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, provision of any information or any copy documents etc. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits as set out in Appendix 1 of the Tender Notice. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged 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.

5. **(Applicable only if I/we have submitted any Offer Form(s) (such Offer Form(s) not having been previously disregarded by the Vendor) in addition to this Offer Form) I/We submit this Offer Form on the condition that, unless this Offer Form is submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice, I/we wish to be awarded the tender by the Vendor under one Offer Form only. I/We understand that if the tender of this Offer Form is accepted by the Vendor, the tender under any other Offer Form(s) submitted by me/us (except Offer Form(s) submitted to satisfy the criteria (if any) set out under the Schedule to the Tender Notice) would be disregarded and will not be considered or accepted by the Vendor.**

6. Terms defined in the Tender Notice shall have the same meanings when used in this Offer Form unless otherwise defined herein.
7. I/We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Offer Form.

First Schedule to the Offer Form

Tenderer's Information and Tendered Property

(To be completed by the Tenderer of each Tendered Property)

Section 1 - Particulars of the Tenderer				
Name				
HKID No. / Passport No. / BR No.				
Address/ Registered office				
Hong Kong correspondence address (if different from above)				
Contact details	Name			
	Telephone		Fax	

Section 2 – Tendered Property #		
Tower	Flat	Floor

Notwithstanding anything contained in the Tender Document, the Tenderer shall only specify one (1) and only one (1) property as the Tendered Property.

Section 3 - Tender Price			
Tender Price (HK\$)			
<i>Cashier's order(s) and cheque(s) (if applicable) (in the aggregate amount of 5% of the Tender Price)</i>			
Cashier's order(s) *	Amount (HK\$)	Bank	Cashier's order no.
Cheque(s)	Amount (HK\$)	Bank	Cheque no.

* Provided that at least HK\$100,000 shall be paid by cashier's order(s)

Section 4 – Payment plan

The Tenderer must choose one of the following payment plans (†please tick one payment plan only).

If the Tendered Property comprises more than one (1) property, the Tenderer must choose the same payment plan for all the Tendered Property.

For details of the gifts, financial advantage or benefits, please refer to Appendix 1.

† ☐ TD1	90 Days Payment Plan (TD1) The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows – • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • 95% of the Purchase Price (balance of Purchase Price) shall be paid within 90 days after the date of the Letter of Acceptance. <u>Remark: The date of completion shall not be earlier than 60 days after the date of the Letter of Acceptance.</u>
† ☐ TE1	180 Days Payment Plan (TE1) The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows – • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • 5% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance. • 90% of the Purchase Price (balance of Purchase Price) shall be paid within 180 days after the date of the Letter of Acceptance. <u>Remark: The date of completion shall not be earlier than 60 days after the date of the Letter of Acceptance.</u>
† ☐ TF1	360 Days Payment Plan (TF1) The Purchase Price of the Property shall be paid by the Purchaser to the Vendor in the manner as follows – • A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). • 5% of the Purchase Price shall be paid within 90 days after the date of the Letter of Acceptance. • 5% of the Purchase Price shall be paid within 180 days after the date of the Letter of Acceptance.

- | | |
|--|---|
| | <ul style="list-style-type: none">• 85% of the Purchase Price (balance of Purchase Price) shall be paid within 360 days after the date of the Letter of Acceptance. |
|--|---|

	<u>Remark: The date of completion shall not be earlier than 60 days after the date of the Letter of Acceptance.</u>
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Section 5 – Declaration regarding ad valorem stamp duty and buyer's stamp duty (*†Please tick as appropriate*)

- (a) I am/We are [☐ subject to/☐ not subject to] buyer's stamp duty.
- (b) Flat rate of 15% of ad valorem stamp duty is [☐ applicable/☐ not applicable] to my/our purchase of the Property.
- (c) I am/each of us is acquiring the Property [☐ on my own behalf and not on behalf of any other person(s)/☐ on behalf of other person(s)].

Section 6 – Intermediary

I/We am/are introduced by the following intermediary* to submit this tender :-

**Only an intermediary who has been appointed by the Vendor as sales agent should be stated below. Please enquire with the Vendor as to information regarding its sales agent.*

Name of sales person	
EA Licence No.	
Estate agency	
Contact No.	

Declaration regarding intermediary (applicable only if an intermediary is specified above)

I/We declare and confirm as follows :-

- (a) the intermediary did not make and is not authorized by the Vendor or the Person so Engaged to make any oral or written agreement, representation or undertaking on behalf of the Vendor or the Person so Engaged, and the Vendor and the Person so Engaged are not and will not be liable in any way whatsoever to the Purchaser, the intermediary or anyone for any such agreements, representations or undertaking made by the intermediary;
- (b) the Vendor, the Person so Engaged and their staff did not and will not collect directly or indirectly from the Purchaser or the intermediary any fees or commission in addition to the Purchase Price of the Property and administrative fees for amending the Agreement, provision of any information or any copy documents etc. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits as set out in Appendix 1 of the Tender Notice. If there are any person alleging to be the staff or agent of the Vendor or the Person so Engaged 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; and
- (c) The Vendor and the Person so Engaged are not and will not be involved in any disputes between the Purchaser and the intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Tender Document.

Section 7 - Declaration of relationship with the Vendor and the Person so Engaged (†Please tick as appropriate)

I/We [☐ **are** / ☐ **are not**] a related party to the Vendor or the Person so Engaged for the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).

(A person is a related party to the Vendor or the Person so Engaged if that person is:

- (a) a director of the Vendor or the Person so Engaged, or a parent, spouse or child of such a director;*
- (b) a manager of the Vendor or the Person so Engaged;*
- (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 or the Person so Engaged;*
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or*
- (f) a manager of such an associate corporation or holding company.*

For the purpose of this Declaration, “manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap. 622) and “private company” has the meaning given by section 11 of the Companies Ordinance (Cap. 622)).

Section 8 - Submission checklist

The following documents are submitted to the Vendor (for details, please see paragraph 2.8 of the Tender Notice):-

- 1. ☐ Tender Document with the Offer Form completed, dated and signed
- 2. ☐ Cashier's order(s) and cheque(s) (if applicable)
- 3. ☐ Tenderer(s)' identification document(s)
- 4. ☐ Intermediary's licence (if applicable)
- 5. Documents in Annexes to the Offer Form, duly completed and signed by the Tenderer:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Vendor's Information Form (undated)
 - (3) ☐ Warning to Purchasers (undated)
 - (4) ☐ Declaration of Relationship with the Vendor (undated)
 - (5) ☐ Declaration of Relationship with the Owner (undated)
 - (6) ☐ Declaration Regarding Intermediary (undated)
 - (7) ☐ Declaration Regarding No Intermediary (undated)
 - (8) ☐ Acknowledgement Letter Regarding Miscellaneous Matters (undated)
 - (9) ☐ Acknowledgement Letter regarding Government Grant and Miscellaneous Matters (undated)
 - (10) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (11) ☐ Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) (undated)
 - (12) ☐ Personal Information Collection Statement (MTR Corporation Limited) (undated)
 - (13) ☐ Acknowledgement Letter Regarding Viewing of Property (undated)

Section 9 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from the date of the Offer Form to the date of the Letter of Acceptance.
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

Director(s)		
	Name	Hong Kong Identity Card No. / Passport No. / B.R. No.
1.		
2.		
3.		
4.		
5.		

Section 10 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document and completed (i) the First Schedule to the Offer Form and (ii) the documents in the Annexes to the Offer Form. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.

(Note: The Offer Form must be signed by ALL of the Tenderers, if there is more than one Tenderer. If the Tenderer is a corporation, the Offer Form must be signed by its director(s) or authorized signatory(ies) with company chop. If the Offer Form is signed by the Tenderer by his attorney, the relevant power of attorney shall be in the Vendor's prescribed form and duly executed and submitted together with the Offer Form.)

Signed by the Tenderer:

X

Witnessed by:

X

Name(s) of the director(s) or authorized signatory(ies) (if the Tenderer is a corporation):

Name of the witness:

Date:

Second Schedule to the Offer Form

Conditions of Sale

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

“Development” means LOHAS Park.

“Phase” means Phase IVB of the Development (Tower 3(3A & 3B) and Tower 5(5A & 5B) in the Phase is called “Wings at Sea II”).

“this Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Offer Form by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

2. The Offer Form and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.
3. A preliminary deposit which is equal to five percent (5%) of the Purchase Price is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
4. The sale and purchase shall be completed at the office of the Vendor’s Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the completion date.
5. It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-
 - (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance;
 - (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.
6. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
8. The preliminary deposit payable by the Purchaser shall be held by the Vendor’s solicitors as stakeholders.
9. The Purchaser shall attend the office of the Vendor’s solicitors together with the Letter of Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prescribed by the Vendor’s solicitors without amendment; (ii) to pay the sum as being due on signing of the Agreement; and (iii) to pay all stamp duties payable on the Agreement as set out in clause 21.

10. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance:-
- (a) this Preliminary Agreement is terminated;
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
 - (c) the Vendor does not have any further claim against the Purchaser for the failure.
11. The measurements of the Property are as follows — see “Measurements of the Tendered Property” of the Tender Document.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see attached Schedule to the Conditions of Sale.
13. 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.
14. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14, the following is the “Warning to Purchasers”–
- (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。

16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
17. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the Property or transfers the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.
18. If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitors' legal fees in respect of the Agreement and the subsequent Assignment in favour of the Purchaser.
19. If the Purchaser chooses to instruct his own solicitors to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment.
20. All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser.
21. All stamp duty (including without limitation any ad valorem stamp duty, special stamp duty, buyer's stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.
22. All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
23. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
24. The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, contribution to 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 Principal Deed of Mutual Covenant and Management Agreement of the Development, the Sub-Deed of Mutual Covenant and

Management Agreement and the Sub-Sub-Deed of Mutual Covenant of the Phase and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property (whether or not such deposits, contribution to special fund, debris removal fee and utilities deposits are refundable or transferrable).

25. 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.
26. The Property is sold on “as is” basis. The Purchaser is deemed to have knowledge of and accept the existing state and condition of the Property whether he has inspected the Property or not.
27. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
28. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
29. Time shall in every respect be of the essence of this Preliminary Agreement.
30.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
 - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
31. In this Preliminary Agreement:-
 - (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) (the “Ordinance”);
 - (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause (a) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause (b) set out in “Measurements of the Tendered Property” of the Tender Document is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

出售條款附表
Schedule to Conditions of Sale

裝置、裝修物料及設備
Fittings, Finishes and Appliances

第3座(3A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之C, E單位, 55樓之A, B, C單位, 56樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat A, B and C on 55/F, Flat B and C on 56/F of Tower 3 (3A);

第3座(3B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之C, E單位, 55樓之A, B, C單位, 56樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat A, B and C on 55/F, Flat B and C on 56/F of Tower 3 (3B);

第5座(5A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之C, E單位, 58樓之A, B, C單位, 59樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat A, B and C on 58/F, Flat B and C on 59/F of Tower 5 (5A);

第5座(5B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之C, E單位, 58樓之A, B, C單位, 59樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat A, B and C on 58/F, Flat B and C on 59/F of Tower 5 (5B)

內牆 Internal Wall	: 客廳、飯廳(如有)、主人睡房及睡房: 外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s): Emulsion Paint where exposed
內部地板 Internal Flooring	: 客廳及飯廳(如有): a) 複合木地板 b) 人造石界線於相連平台/露台門戶之木地板地台邊邊緣(如適用); Living Room and Dining Room (if any): a) Engineered timber flooring b) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/Balcony (if applicable); 主人睡房及睡房: a) 複合木地板 b) 人造石界線於相連平台/工作平台門戶之木地板地台邊邊緣(如適用); Master Bedroom and Bedroom(s): a) Engineered timber flooring b) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/Utility Platform (if applicable);

內部天花板 Internal Ceiling	:	客廳、飯廳（如有）、主人睡房及睡房：天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any) , Master bedroom and Bedroom(s): Ceiling finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.
門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fitments are provided; Wall where exposed - ceramic tiles; Floor where exposed – porcelain tiles; Ceiling – aluminium false ceiling.
廚房 Kitchen	:	牆身外露位置－瓷磚、裝飾玻璃及不銹鋼板；地台外露位置－高溫瓷質磚；天花板－鋁質假天花；灶台－實心面材 Wall where exposed– ceramic tiles, feature glass and stainless steel panel; Floor where exposed– porcelain tiles; Ceiling– aluminium false ceiling; Cooking bench– Solid Surface material
其他設備 Other Provisions	:	煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房及儲物室（如有）裝設冷氣機 Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) and Store (if any).

The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

第3座(3A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至53樓之F單位, 55樓至56樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat D on 55/F to 56/F of Tower 3 (3A);

第3座(3B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至53樓之F單位, 55樓至56樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat D on 55/F to 56/F of Tower 3 (3B);

第5座(5A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之F單位, 58樓至59樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat D on 58/F to 59/F of Tower 5 (5A);

第5座(5B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至48樓、50樓至53樓及55樓至57樓之F單位, 58樓至59樓之D單位

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat D on 58/F to 59/F of Tower 5 (5B)

內牆 Internal Wall	: 客廳、飯廳(如有)、主人睡房、睡房(如有)及儲物室(如有): 外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom, Bedroom(s) (if any) and Store (if any): Emulsion Paint where exposed
內部地板 Internal Flooring	: 客廳及飯廳(如有): 高溫瓷質磚 Living Room and Dining Room (if any): Porcelain tiles 主人睡房及睡房(如有): a) 複合木地板 b) 人造石界線於相連平台/工作平台門戶之木地板地台邊緣(如適用); Master Bedroom and Bedroom(s) (if any): a) Engineered timber flooring b) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/Utility Platform (if applicable);
內部天花板 Internal Ceiling	: 客廳、飯廳(如有)、主人睡房及睡房(如有): 天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s) (if any): Ceiling finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.

門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fittings are provided; Wall where exposed – ceramic tiles; Floor where exposed – porcelain tiles; Ceiling – aluminium false ceiling.
廚房 Kitchen	:	牆身外露位置－裝飾玻璃、不銹鋼板及外露牆身髹上乳膠漆；地台外露位置－高溫瓷質磚；天花板－髹乳膠漆之石膏板；灶台－實心面材 Wall where exposed—feature glass, stainless steel panel and emulsion Paint where exposed; Floor where exposed— porcelain tiles; Ceiling— gypsum board with emulsion paint; Cooking bench— Solid surface material
其他設備 Other Provisions	:	煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房（如有）及儲物室（如有）裝設冷氣機 Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) (if any) and Store (if any).

The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

第 3 座(3A)之 56 樓之 A 單位；
 第 3 座(3B)之 56 樓之 A 單位；
 第 5 座(5A)之 59 樓之 A 單位；
 第 5 座(5B)之 59 樓之 A 單位
 Flat A on 56/F of Tower 3 (3A);
 Flat A on 56/F of Tower 3 (3B);
 Flat A on 59/F of Tower 5 (5A);
 Flat A on 59/F of Tower 5 (5B)

內牆 Internal Wall	:	客廳、飯廳（如有）、主人睡房、睡房及儲物室（如有）：外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom, Bedroom(s) and Store (if any): Emulsion Paint where exposed
內部地板 Internal Flooring	:	客廳及飯廳： a) 複合木地板 b) 人造石界線於相連平台/露台門戶之木地板地台邊邊緣 (如適用)； c) 人造石於至天台之室內樓梯 Living Room and Dining Room: a) Engineered timber flooring b) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Balcony (if applicable); c) Reconstituted stone along internal staircase up to Roof landing; 主人睡房及睡房： a) 複合木地板 b) 人造石界線於相連平台/工作平台門戶之木地板地台邊邊緣 (如適用)； Master Bedroom and Bedroom(s): a) Engineered timber flooring b) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Utility Platform (if applicable);
內部天花板 Internal Ceiling	:	客廳、飯廳（如有）、主人睡房及睡房：天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s): Ceiling finished with emulsion paint and gypsum board bulkhead in emulsion paint.
門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fitments are provided; Wall where exposed - ceramic tiles; Floor where exposed - porcelain tiles; Ceiling - aluminum false ceiling.
廚房 Kitchen	:	牆身外露位置－瓷磚、裝飾玻璃及不銹鋼板；地台外露位置－高溫瓷質磚；天花板 －鋁質假天花；灶台－實心面材 Wall where exposed- ceramic tiles, feature glass and stainless steel panel; Floor where exposed- porcelain tiles; Ceiling- aluminum false ceiling; Cooking bench- Solid surface material

其他設備 Other Provisions	: 煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房及儲物室（如有）裝設冷氣機 Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) and Store (if any).
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The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

第 2 部份：要約表格

致：賣方

1. 要約

本人／我們(其名稱與地址載於本要約表格附表 1)，即投標者，現不可撤銷地提出要約以本要約表格附表 1 中指明的投標價購買投標物業，並受招標文件及本要約表格附表 2 中的出售條款的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人／我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本要約表格連同賣方的書面承約將構成本人／我們與賣方之間按照載於本要約表格的條款及細則訂立的一份具約束力的協議。

3. 收取接納書的地址

本人／我們同意於本要約表格附表 1 中指明的香港通訊地址將作為收取接納書或退回銀行本票及／或支票的地址。接納書在投郵後的第 2 個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人／我們現聲明、陳述及保證如下：

(a) 本要約表格附表 1 中指明的資料，在本人／我們的所知的範圍內，均為真實及正確。

(b) 賣方、如此聘用的人及其職員並無亦不會直接或間接向買方或中介人(如有)收取除該物業樓價、修訂正式合約及提供資料及文件副本等的行政費及就招標公告附錄 1 所列的適用贈品、財務優惠或利益的任何申請費用或其他費用(如有)外的任何費用或佣金。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

5. (只適用於本人/我們已提交本要約表格以外的任何要約表格(該等要約表格並未先前被賣方處作不被理會)的情況)本人/我們提交本要約表格的前提為本人/我們僅願賣方接納其中一份要約表格的投標，除非本要約表格是提交以符合載於招標公告附表的準則(如有)。本人/我們明白若賣方接納本要約表格的投標，本人/我們提交的任何其他要約表格(為符合載於招標公告附表的準則(如有)而提交的要約表格除外)的投標將不被理會及不被賣方考慮或接納。

6. 除非在本要約表格中另有定義，否則招標公告中定義的詞語用於本要約表格時具有相同意思。

7. 本人／我們授權賣方完成連同本要約表格遞交的文件中的細節(現在留白)(如有)。

要約表格附表 1

投標者資料及投標物業

(由每一個投標物業的投標者填寫)

第1節 – 投標者的資料				
名稱				
香港身份證／護照／商業登記證號碼				
地址／註冊辦事處				
香港通訊地址(如與上面不同)				
聯絡資料	聯絡人			
	電話		傳真	

第2節 – 投標物業 #		
座數	單位	樓層

#儘管招標文件中包含任何內容，投標者應訂明一(1)個及只有一(1)個物業作為投標物業。

第3節 – 投標價			
投標價(HK\$)			
銀行本票及支票(如適用) (總金額為投標價的5%)			
銀行本票*	金額 (HK\$)	銀行	本票號碼
支票	金額 (HK\$)	銀行	支票號碼

* 惟當中最少港幣\$100,000 須以銀行本票支付

第4節 – 付款計劃

投標者須選擇下列其中一種付款計劃 (**†請只剔一種付款計劃**)。

如投標物業有多於一個物業，投標者須就全部投標物業選擇相同的付款計劃。

有關贈品、財務優惠或利益的詳情，請參閱附錄 1。

† ☐ TD1	90 日付款計劃 (TD1) 本物業的樓價須由買方按以下方式支付予賣方— • 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • 樓價 95%(樓價餘額)於接納書的日期後 90 日內繳付。 註：成交日不可早於接納書的日期後 60 日。
† ☐ TE1	180 日付款計劃 (TE1) 本物業的樓價須由買方按以下方式支付予賣方— • 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • 樓價 5%於接納書的日期後 90 日內繳付。 • 樓價 90%(樓價餘額)於接納書的日期後 180 日內繳付。 註：成交日不可早於接納書的日期後 60 日。
† ☐ TF1	360 日付款計劃 (TF1) 本物業的樓價須由買方按以下方式支付予賣方— • 臨時訂金即樓價 5%於投標書獲賣方接納當日(即接納書的日期)繳付。 • 樓價 5%於接納書的日期後 90 日內繳付。 • 樓價 5%於接納書的日期後 180 日內繳付。 • 樓價 85%(樓價餘額)於接納書的日期後 360 日內繳付。 註：成交日不可早於接納書的日期後 60 日。

第5節 – 有關從價印花稅及買家印花稅的聲明(†請剔適用者)

- (a) 本人/我們 [☐ 須/☐ 毋須]繳付買家印花稅。
- (b) 從價印花稅的劃一 15%稅率[☐ 適用/☐ 不適用] 於本人/我們購買的該物業。
- (c) 本人/我們各人在購入該物業時是[☐ 代表自己行事及並不代表任何其他人/☐ 代表他人行事]。

第6節 – 中介人

本人／我們經以下中介人*介紹而提交本投標書：

*填寫於下方的中介人僅應是經由賣方委託的銷售代理人。請向賣方查詢其銷售代理人的資料。

地產代理姓名	
地產代理牌照號碼	
公司名稱	
聯絡電話	

關於中介人的聲明(僅於以上有指明中介人時適用)

本人／我們聲明及確認如下：

- (a) 中介人並無作出亦沒有獲賣方或如此聘用的人授權代表賣方或如此聘用的人作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方及如此聘用的人均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責；
- (b) 賣方、如此聘用的人及其職員並無亦不會直接或間接向買方收取除該物業樓價、修訂正式合約及提供資料及文件副本等的行政費及就招標公告附錄 1 所列的適用贈品、財務優惠或利益的任何申請費用或其他費用（如有）外的任何費用或佣金。如有任何人士以賣方的或如此聘用的人的僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報；及
- (c) 買方與中介人之任何糾紛一概與賣方及如此聘用的人無關。該物業之買賣交易嚴格依據招標文件的條款及細則進行。

第7節 – 與賣方及如此聘用的人關係的聲明(†請剔適用者)

就《一手住宅物業銷售條例》(第 621 章)而言，本人／我們 [† ☐ 是 / ☐ 不是] 賣方或如此聘用的人的「有關連人士」。

(如有以下情況，某人即屬賣方或如此聘用的人的「有關連人士」：

- (a) 該人是賣方或如此聘用的人的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方或如此聘用的人的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方或如此聘用的人的有聯繫法團或控權公司；
- (e) 該人是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) 該人是上述有聯繫法團或控權公司的經理。

就本聲明而言，「經理」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」具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。)

第8節 – 遞交清單

以下文件遞交給賣方(詳情見招標公告第 2.8 段)：

- 1. ☐ 已填妥、填上日期及簽署的招標文件及要約表格
- 2. ☐ 銀行本票及支票(如適用)
- 3. ☐ 投標者的身份證明文件
- 4. ☐ 中介人的牌照(如適用)
- 5. 由投標者填妥並簽署的要約表格附件中的文件：
 - (1) ☐ 投標物業的量度尺寸(未有填上日期)
 - (2) ☐ 賣方資料表格(未有填上日期)
 - (3) ☐ 對買方的警告(未有填上日期)
 - (4) ☐ 與賣方關係的聲明(未有填上日期)
 - (5) ☐ 與擁有人關係的聲明(未有填上日期)
 - (6) ☐ 關於中介人的聲明(未有填上日期)
 - (7) ☐ 關於並無中介人的聲明(未有填上日期)
 - (8) ☐ 關於其他事項的確認書(未有填上日期)
 - (9) ☐ 關於批地文件及其他事項之確認函(未有填上日期)
 - (10) ☐ 關於印花稅的確認書(未有填上日期)
 - (11) ☐ 個人資料收集聲明(PICS) (新鴻基地產(銷售及租賃)代理有限公司) (未有填上日期)
 - (12) ☐ 個人資料收集聲明 (香港鐵路有限公司) (未有填上日期)
 - (13) ☐ 關於參觀物業的確認書(未有填上日期)

第9節 – 關於法團投標者的聲明(不適用於個人投標者)

我們聲明並同意如下：

1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. 如我們成為中標者，除非得到賣方事先書面同意，在本要約表格的日期至接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料，而投標者必須遵從該要求並自費提供所有上述文件及資料。
5. 如有任何違反本節的規定，賣方有權拒絕將物業出售予投標者。

董事		
	名稱	香港身份證號碼 / 護照號碼 / 商業登記號碼
1.		
2.		
3.		
4.		
5.		

第10節 – 投標者及見證人的簽署

本人／我們，即投標者，已閱讀整份招標文件並填妥 (i)要約表格附表 1 及(ii)要約表格附件中的文件。本人／我們同意遵守及接受招標文件的條款及細則。

(註：如投標者由多於一人組成，要約表格須由所有投標者簽署。如投標者為法團，要約表格須由其董事或其獲授權人士簽署及蓋上法團印章。如投標者以其授權人代表其簽署要約表格及其他文件，相關授權書須使用賣方訂明的格式及妥為簽立並連同要約表格遞交。)

投標者簽署：	見證人簽署：
X	X
董事或獲授權人士的名稱(如投標者為法團)：	見證人名稱：
日期：	

要約表格附表 2

出售條款

1. 招標公告中定義的詞語用於本出售條款時具有相同意思，但以下另有定義的除外：

「發展項目」	指日出康城。
「期數」	指發展項目的第 IVB 期(期數中的第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」)。
「本臨時合約」	指買方根據招標文件遞交要約表格，以及賣方根據招標文件的接納書而訂立的合約。
2. 要約表格及接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及細則出售該物業，而買方須以樓價並按本臨時合約所載條款及細則購買該物業。
3. 買方須於簽署本臨時合約時向賣方支付相等於樓價的百分之五(5%)的臨時訂金。
4. 買賣須於成交日的辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。
5. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
6. 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。
7. 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。
8. 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。
9. 買方須於接納書的日期之後的 5 個工作日內攜帶接納書到賣方律師的辦事處辦理下列手續(按：必須嚴守所訂日期。)：(i)簽署賣方律師所訂定之標準正式合約；(ii)在簽署正式合約之同時交付本臨時合約上列明應付之款項；及(iii)同時交付第 21 條所載就正式合約應付之所有印花稅。
10. 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) 本臨時合約即告終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
11. 該物業的量度尺寸如下——見招標文件的《投標物業的量度尺寸》。
12. 該物業的買賣所包括的裝置、裝修物料及設備如下——見出售條款的附表。

13. 在不損害《物業轉易及財產條例》(第 219 章)第 13 條和第 13A 條的原則下，賣方不得限制買方依據法律就業權提出要求或反對的權利。
14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
 - (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
 - (c) **現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
 - (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
 - (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 買方須與賣方在正式合約中訂明，若買方於本物業買賣成交前以任何形式轉售該物業或將正式合約權益轉讓予第三者，則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約或其他合約中列明所有確認人、獲提名人及其他買、賣該物業或任何相關利益人仕的詳細資料（包括但不限於身份証號碼及地址），及全數金額或其他代價，包括但不限於就購買該物業支付予賣方的代價以外之任何佣金、訂購或代理費用、或任何在其間交易所需繳付予任何人仕的款項，及(ii)在以後的轉售合約中訂明，或在其他合約中加上有約束力的條文，致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。

18. 若買方亦聘用賣方之律師行為買方在該物業買賣之代表律師，賣方將承擔該律師行在處理正式合約及其後買方受益的轉讓契之法律費用。
19. 若買方選擇另聘律師代表其買入該物業，則買賣雙方須各自支付其在有關正式合約及其後的轉讓契之法律費用。
20. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的法律費用及雜費，全部由買方承擔及支付。
21. 有關本臨時合約及/或正式合約及/或其後的轉讓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方承擔及支付。
22. 一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他代墊費用均須由買方承擔。一切有關該物業按揭之法律費用及代墊費用，均由買方支付及承擔。
23. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
24. 買方須在賣方交吉該物業予買方時繳付管理人或賣方一切管理費按金、特別基金供款、泥頭清理費、預繳管理費及其他根據發展項目的主公契及管理協議、副公契及管理協議及期數的分副公契之其他按金及費用，買方並須償還賣方代該物業已支付的上述費用包括水電煤按金（不管該等按金、特別基金供款、泥頭清理費及水電煤按金是否可以退還或轉名）。
25. 買方在購買本物業時完全知悉本物業及本物業內的裝置，裝修物料及設備的實質狀況，並接受本物業及該等裝置，裝修物料及設備的現狀。
26. 本物業以現狀形式出售。無論買方有否已到本物業實地視察，買方將被視作清楚及接受本物業現時之狀況。
27. 買方如有更改地址或電話，須以書面通知賣方。
28. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
29. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
30.
 - (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(「該條例」)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
 - (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
 - (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：

- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

31. 在本臨時合約中—

- (a) “**實用面積**”具有《一手住宅物業銷售條例》(第 621 章) (『該銷售條例』) 第 8 條給予該詞的涵義；
- (b) “**工作日**”具有該銷售條例第 2(1)條給予該詞的涵義；
- (c) 招標文件的《投標物業的量度尺寸》載列之(a)項所指的項目的樓面面積，按照該銷售條例第 8(3)條計算；及
- (d) 招標文件的《投標物業的量度尺寸》載列之(b)項所指的項目的面積，按照該銷售條例附表 2 第 2 部計算。

出售條款附表
Schedule to Conditions of Sale

裝置、裝修物料及設備
Fittings, Finishes and Appliances

第3座(3A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之C, E單位, 55樓之A, B, C單位, 56樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat A, B and C on 55/F, Flat B and C on 56/F of Tower 3 (3A);

第3座(3B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之C, E單位, 55樓之A, B, C單位, 56樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat A, B and C on 55/F, Flat B and C on 56/F of Tower 3 (3B);

第5座(5A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之C, E單位, 58樓之A, B, C單位, 59樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat A, B and C on 58/F, Flat B and C on 59/F of Tower 5 (5A);

第5座(5B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之C, E單位, 58樓之A, B, C單位, 59樓之B, C單位;

Flat C and E on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat A, B and C on 58/F, Flat B and C on 59/F of Tower 5 (5B)

內牆 Internal Wall	: 客廳、飯廳(如有)、主人睡房及睡房: 外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s): Emulsion Paint where exposed
內部地板 Internal Flooring	: 客廳及飯廳(如有): c) 複合木地板 d) 人造石界線於相連平台/露台門戶之木地板地台邊邊緣(如適用); Living Room and Dining Room (if any): c) Engineered timber flooring d) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Balcony (if applicable); 主人睡房及睡房: c) 複合木地板 d) 人造石界線於相連平台/工作平台門戶之木地板地台邊邊緣(如適用); Master Bedroom and Bedroom(s): c) Engineered timber flooring d) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Utility Platform (if applicable);

內部天花板 Internal Ceiling	:	客廳、飯廳（如有）、主人睡房及睡房：天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any) , Master bedroom and Bedroom(s): Ceiling finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.
門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fitments are provided; Wall where exposed - ceramic tiles; Floor where exposed – porcelain tiles; Ceiling – aluminium false ceiling.
廚房 Kitchen	:	牆身外露位置－瓷磚、裝飾玻璃及不銹鋼板；地台外露位置－高溫瓷質磚；天花板－鋁質假天花；灶台－實心面材 Wall where exposed– ceramic tiles, feature glass and stainless steel panel; Floor where exposed– porcelain tiles; Ceiling– aluminium false ceiling; Cooking bench– Solid Surface material
其他設備 Other Provisions	:	煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房及儲物室（如有）裝設冷氣機 Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) and Store (if any).

The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

第3座(3A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至53樓之F單位, 55樓至56樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat D on 55/F to 56/F of Tower 3 (3A);

第3座(3B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓及45樓至53樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至53樓之F單位, 55樓至56樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F and 45/F to 53/F, Flat D on 55/F to 56/F of Tower 3 (3B);

第5座(5A)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之F單位, 58樓至59樓之D單位;

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat D on 58/F to 59/F of Tower 5 (5A);

第5座(5B)之2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、30樓、31樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓及55樓至57樓之A, B, D單位, 2樓至3樓、5樓至12樓、15樓至23樓、25樓至28樓、31樓至33樓、35樓至43樓及45樓至48樓、50樓至53樓及55樓至57樓之F單位, 58樓至59樓之D單位

Flat A, B and D on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat F on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F, 31/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F and 55/F to 57/F, Flat D on 58/F to 59/F of Tower 5 (5B)

內牆 Internal Wall	: 客廳、飯廳（如有）、主人睡房、睡房（如有）及儲物室（如有）：外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom, Bedroom(s) (if any) and Store (if any): Emulsion Paint where exposed
內部地板 Internal Flooring	: 客廳及飯廳（如有）： 高温瓷質磚 Living Room and Dining Room (if any): Porcelain tiles 主人睡房及睡房（如有）： c) 複合木地板 d) 人造石界線於相連平台/工作平台門戶之木地板地台邊緣 (如適用)； Master Bedroom and Bedroom(s) (if any): c) Engineered timber flooring d) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/Utility Platform (if applicable);
內部天花板 Internal Ceiling	: 客廳、飯廳（如有）、主人睡房及睡房（如有）：天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s) (if any): Ceiling finished with emulsion paint and gypsum board bulkhead finished with emulsion paint.

門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fittings are provided; Wall where exposed – ceramic tiles; Floor where exposed – porcelain tiles; Ceiling – aluminium false ceiling.
廚房 Kitchen	:	牆身外露位置－裝飾玻璃、不銹鋼板及外露牆身髹上乳膠漆；地台外露位置－高溫瓷質磚；天花板－髹乳膠漆之石膏板；灶台－實心面材 Wall where exposed—feature glass, stainless steel panel and emulsion Paint where exposed; Floor where exposed— porcelain tiles; Ceiling— gypsum board with emulsion paint; Cooking bench— Solid surface material
其他設備 Other Provisions	:	煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房（如有）及儲物室（如有）裝設冷氣機 Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) (if any) and Store (if any).

The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

第 3 座(3A)之 56 樓之 A 單位；
 第 3 座(3B)之 56 樓之 A 單位；
 第 5 座(5A)之 59 樓之 A 單位；
 第 5 座(5B)之 59 樓之 A 單位
 Flat A on 56/F of Tower 3 (3A);
 Flat A on 56/F of Tower 3 (3B);
 Flat A on 59/F of Tower 5 (5A);
 Flat A on 59/F of Tower 5 (5B)

內牆 Internal Wall	:	客廳、飯廳（如有）、主人睡房、睡房及儲物室（如有）：外露牆身髹上乳膠漆 Living Room, Dining Room (if any), Master bedroom, Bedroom(s) and Store (if any): Emulsion Paint where exposed
內部地板 Internal Flooring	:	客廳及飯廳： d) 複合木地板 e) 人造石界線於相連平台/露台門戶之木地板地台邊邊緣 (如適用)； f) 人造石於至天台之室內樓梯 Living Room and Dining Room: d) Engineered timber flooring e) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Balcony (if applicable); f) Reconstituted stone along internal staircase up to Roof landing; 主人睡房及睡房： c) 複合木地板 d) 人造石界線於相連平台/工作平台門戶之木地板地台邊邊緣 (如適用)； Master Bedroom and Bedroom(s): c) Engineered timber flooring d) Reconstituted stone border along edge of timber floor adjoining door to Flat Roof/ Utility Platform (if applicable);
內部天花板 Internal Ceiling	:	客廳、飯廳（如有）、主人睡房及睡房：天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room (if any), Master bedroom and Bedroom(s): Ceiling finished with emulsion paint and gypsum board bulkhead in emulsion paint.
門 Door	:	木門加五金 Timber doors with ironmongery
浴室 Bathroom	:	提供潔具；牆身外露位置－瓷磚；地台外露位置－高溫瓷質磚；天花板－鋁質假天花 Sanitary fitments are provided; Wall where exposed - ceramic tiles; Floor where exposed - porcelain tiles; Ceiling - aluminum false ceiling.
廚房 Kitchen	:	牆身外露位置－瓷磚、裝飾玻璃及不銹鋼板；地台外露位置－高溫瓷質磚；天花板 －鋁質假天花；灶台－實心面材 Wall where exposed- ceramic tiles, feature glass and stainless steel panel; Floor where exposed- porcelain tiles; Ceiling- aluminum false ceiling; Cooking bench- Solid surface material
其他設備 Other Provisions	:	煮食爐、抽油煙機、雪櫃、洗衣乾衣機及熱水爐；客廳、主人睡房、睡房及儲物室 （如有）裝設冷氣機

		Cooking stove, Cooker hood, Refrigerator, Washer dryer and Water heater; Air-conditioner for Living room, Master Bedroom, Bedroom(s) and Store (if any).
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The above specification are subject to availability at time of fitting and installation and the vendor shall be entitled to substitute the same with those of comparable quality only if the Authorized Person certifies the unavailability.

上述規格受到裝置安裝期間的供應情況所規限。在認可人士批准下，賣方有權以品質相若的設備作替代。

Annexes 附件

(The Annexes (except Annex 1) do not form part of the Offer Form. However, the Tenderer should note that documents marked with “#” **should be signed and submitted** together with the Offer Form.)

(附件(附件1 除外)不屬於要約表格的一部份。然而，投標者須簽署以下標有“#”號的文件並連同要約表格一併遞交。)

Annexes to Offer Form 要約表格附件

1. Measurements of the Tendered Property #
投標物業的量度尺寸 #
2. Vendor's Information Form #
賣方資料表格 #
3. Warning to Purchasers#
對買方的警告 #
4. Declaration of Relationship with the Vendor #
與賣方關係的聲明#
5. Declaration of Relationship with the Owner #
與擁有人關係的聲明#
6. Declaration Regarding Intermediary #
關於中介人的聲明#
7. Declaration Regarding No Intermediary #
關於並無中介人的聲明#
8. Acknowledgement Letter Regarding Miscellaneous Matters #
關於其他事項的確認書 #
9. Acknowledgement Letter regarding Government Grant and Miscellaneous Matters #
關於批地文件及其他事項之確認函 #
10. Acknowledgement Letter Regarding Stamp Duty #
關於印花稅的確認書 #
11. Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited) #
個人資料收集聲明(PICS) (新鴻基地產(銷售及租賃)代理有限公司) #
12. Personal Information Collection Statement (MTR Corporation Limited) #
個人資料收集聲明 (香港鐵路有限公司) #
13. Acknowledgement Letter Regarding Viewing of Property #
關於參觀物業的確認書 #

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶殷有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

本物業的度量尺寸如下—
The measurements of the Property are as follows—

(a) 本物業的實用面積為 平方米/ 平方呎，其中—
the saleable area of the Property is _____ square metres/ _____ square feet of which—
_____ square metres/ _____ square feet is the floor area of the balcony;
_____ square metres/ _____ square feet is the floor area of the utility platform;

(b) 其他度量尺寸為— other measurements are—

*平台的面積為 平方米/ 平方呎；
the area of the flat roof is _____ square metres/ _____ square feet;
*天台的面積為 平方米/ 平方呎；
the area of the roof is _____ square metres/ _____ square feet;
*梯屋的面積為 平方米/ 平方呎；
the area of the stairhood is _____ square metres/ _____ square feet;

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.
本人／我們明白本投標物業的度量尺寸構成臨時合約的一部份。本人／我們現不可撤回地授權賣方及其代表修正任何本投標物業的度量尺寸發現之錯失／錯誤／錯字。

Signed by the Purchaser(s) 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3(3A & 3B) and Tower 5(5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Vendor's Information Form
賣方資料表格

Vendor 賣方	MTR Corporation Limited (as "Owner")* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as "Person so engaged")# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park ("Wings at Sea II")^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

a) The amount of the management fee that is payable for the Property
須就本物業支付的管理費用的款額

Tower 座數	Floor 樓層	Flat 單位	Management Fee 管理費用
3(3A)	56	B	每月港幣 HK\$2,948 per month
3(3A)	55	C	每月港幣 HK\$2,474 per month
3(3A)	56	C	每月港幣 HK\$2,688 per month
3(3B)	55	A	每月港幣 HK\$3,827 per month
3(3B)	56	B	每月港幣 HK\$2,985 per month
5(5A)	58	A	每月港幣 HK\$3,860 per month
5(5B)	58	A	每月港幣 HK\$3,739 per month
5(5B)	59	B	每月港幣 HK\$2,948 per month
5(5B)	59	C	每月港幣 HK\$2,692 per month

b) The amount of the Government rent (if any) that is payable for the Property
須就本物業繳付的地稅 (如有的話) 的款額

Tower 座數	Floor 樓層	Flat 單位	Government rent 地稅
3(3A)	56	B	每季港幣 HK\$1,599 per quarter
3(3A)	55	C	每季港幣 HK\$1,399 per quarter
3(3A)	56	C	每季港幣 HK\$1,552 per quarter
3(3B)	55	A	每季港幣 HK\$1,944 per quarter
3(3B)	56	B	每季港幣 HK\$1,657 per quarter
5(5A)	58	A	每季港幣 HK\$1,953 per quarter
5(5B)	58	A	每季港幣 HK\$1,881 per quarter
5(5B)	59	B	每季港幣 HK\$1,577 per quarter
5(5B)	59	C	每季港幣 HK\$1,566 per quarter

c) The name of the owners' incorporation (if any)
業主立案法團 (如有的話) 的名稱

No
沒有

d) The name of the manager of the Phase of Development
發展項目期數的管理人的姓名或名稱

MTR Corporation Limited
香港鐵路有限公司

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 Phase of Development
賣方自政府或管理處接獲的關於發展項目期數中的住宅物業的擁有人須分擔的款項的任何通知

No
沒有

f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase of Development 賣方自政府接獲的規定賣方拆卸發展項目期數的任何部分或將發展項目期數的任何部分恢復原狀的任何通知	No 沒有
g) Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

Date of Printing: 5th March 2021

印製日期：2021 年 3 月 5 日

Signed by the Purchaser(s) 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶殷有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

WARNING TO PURCHASERS
PLEASE READ CAREFULLY
對買方的警告
買方請小心閱讀

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

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.
我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signed by the Purchaser(s) 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

- The Purchaser hereby confirms that the Purchaser ☐ / **IS NOT** ☐ a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
就《一手住宅物業銷售條例》而言，買方謹此確認買方 ☐ / **不是** ☐ 賣方的「有關連人士」。
- For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」：
 - a director of the Vendor, or a parent, spouse or child of such a director;
該人是賣方的董事，或該董事的父母、配偶或子女；
 - a manager of the Vendor;
該人是賣方的經理；
 - a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
 - an associate corporation or holding company of the Vendor;
該人是賣方的有聯繫法團或控股公司；
 - a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
該人是上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或
 - a manager of such an associate corporation or holding company.
該人是上述有聯繫法團或控股公司的經理。
- The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor immediately.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾即時通知賣方。
- 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。

Signed by the Purchaser 買方簽署

* “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。

“Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Note 備註:

1. “**Manager**” has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors’ immediate authority.
“**經理**” 具有《公司條例》(第 622 章)給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。
2. “**Private company**” has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member’s right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.
“**私人公司**” 具有《公司條例》(第 622 章)給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司: (a) 限制成員轉讓股份的權利；及 (b) 將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及(c) 禁止邀請公眾人士認購該公司的任何股份或債權證。
3. “**Associate corporation**” means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. “Subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-
 - (a) that other company-
 - (i) controls the composition of the board of directors of the first-mentioned company; or
 - (ii) controls more than half of the voting power of the first-mentioned company; or
 - (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
 - (b) the first-mentioned company is a subsidiary of any company which is that other company’s subsidiary.“**有聯繫法團**” 指(a)賣方的附屬公司或(b)賣方的控股公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如 :-
 - (a) 該另一間公司—
 - (i) 控制首述的公司董事局的組成；或
 - (ii) 控制首述的公司過半數的表決權；或
 - (iii) 持有首述的公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超過某一指明數額之數，則該部分不計算在該股本內)；或
 - (b) 首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。
4. “**Holding company**” means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.
“**控股公司**” 指(就賣方而言) 一家公司而賣方為該公司的附屬公司。

DECLARATION OF RELATIONSHIP WITH THE OWNER
與擁有人關係的聲明

This form is for the Owner's internal use only.
本表格只作擁有人內部用途。

Vendor 賣方	MTR Corporation Limited (as "Owner")* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as "Person so engaged")# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park ("Wings at Sea II")^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

備註 Note:

* 「擁有人」指期數的法律上的擁有人或實益擁有人。"Owner" means the legal or beneficial owner of the Phase.

"Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ 日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B) 稱為「晉海 II」。Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called "Wings at Sea II".

請於下表中適用的灰色方格內填上「✓」號及所需資料，以確認與擁有人是否有相關關係。

Please fill in the appropriate grey box(es) in the table below with a "✓" together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

		買方編號 Purchaser(s) No.			
		1	2	3	4
A.	本人／我等現確認本人／我等是獨立的第三者，並非擁有人的有關連人士。 I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a) related party(ies) to the Owner.	☐	☐	☐	☐
B.	本人／我等現確認本人／我等是擁有人之關連人士。 I / We hereby confirm that I / we am / are (a) related party(ies) to the Owner. 本人／我等現進一步確認，本人／我等是： I / We hereby further confirm that I / we am / are:	☐	☐	☐	☐
1.	擁有人的董事 a director of the Owner	☐	☐	☐	☐
2.	擁有人董事的父母 a parent of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
3.	擁有人董事的配偶 a spouse of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
4.	擁有人董事的子女 a child of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
5.	擁有人的經理 a manager of the Owner 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐

6.	擁有人經理的父母 a parent of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
7.	擁有人經理的配偶 a spouse of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
8.	擁有人經理的子女 a child of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
9.	私人公司 - a private company -	☐	☐	☐	☐
	(a) 而擁有人的董事屬其董事或股東 of which a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(b) 而擁有人董事的父母屬其董事或股東 of which a parent of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(c) 而擁有人董事的配偶屬其董事或股東 of which a spouse of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(d) 而擁有人董事的子女屬其董事或股東 of which a child of a director of the Owner is a director or shareholder 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
	(e) 而擁有人的經理屬其董事或股東 of which a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(f) 而擁有人經理的父母屬其董事或股東 of which a parent of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(g) 而擁有人經理的配偶屬其董事或股東 of which a spouse of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
	(h) 而擁有人經理的子女屬其董事或股東 of which a child of a manager of the Owner is a director or shareholder 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
10.	擁有人的有聯繫法團或控股公司 an associate corporation or holding company of the Owner	☐	☐	☐	☐

11.	擁有人的有聯繫法團或控股公司的董事 a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____	☐	☐	☐	☐
12.	擁有人的有聯繫法團或控股公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
13.	擁有人的有聯繫法團或控股公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
14.	擁有人的有聯繫法團或控股公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
15.	擁有人的有聯繫法團或控股公司的經理 a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
16.	擁有人的有聯繫法團或控股公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
17.	擁有人的有聯繫法團或控股公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
18.	擁有人的有聯繫法團或控股公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner 有關有聯繫法團或控股公司的名稱 name of the associate corporation or holding company: _____ 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐

備註 Remarks :

1. 「擁有人的控權公司」：不適用
“holding company of the Owner”: N/A
2. 「有聯繫法團」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；
“associate corporation”, 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;
3. 「附屬公司」指《公司條例》(第622章)所指的附屬公司；
“subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
4. 「經理」具有《公司條例》(第622章)第2(1)條給予該詞的涵義；及
“manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
5. 「私人公司」具有《公司條例》(第622章)第11條給予該詞的涵義。
“private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622).

本人/我等謹此聲明上述提供資料正確及完整。I/We declare that the above information is accurate and complete.

本人/我等確認上述資料將根據擁有人的內部程序處理。I / We acknowledge that the above information will be handled in accordance with the internal procedure of the Owner.

(1) 買方簽署Signature of the Purchaser

日期 Date : _____

(2) 買方簽署Signature of the Purchaser

日期 Date : _____

(3) 買方簽署Signature of the Purchaser

日期 Date : _____

(4) 買方簽署Signature of the Purchaser

日期 Date : _____

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Intermediary 中介人	(Name of Estate Agency Company 地產代理公司名稱) (Name of Estate Agent 地產代理姓名)		
EA Licence No. 地產代理牌照號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The Purchaser and the Intermediary hereby confirm and declare as follows:-
買方及中介人謹此確認及聲明如下：

- The Purchaser is introduced by the Intermediary to the Vendor’s sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
- The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人士負責。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents etc. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料及文件副本等的行政費及就適用的贈品、財務優惠或利益的任何申請費用或其他費用(如有)外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。本物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。
- 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。

Signed by the Purchaser 買方簽署

Signed by the Intermediary 中介人簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The Purchaser hereby confirms and declares as follows:-
買方謹此確認及聲明如下：

- The Purchaser attended the Vendor’s sales office to purchase the Property and signed a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.
買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約，不經任何中介人參與。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents etc. and any application fee or other fees (if any) in respect of the applicable gifts, financial advantage or benefits. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料及文件副本等的行政費及就適用的贈品、財務優惠或利益的任何申請費用或其他費用（如有）外，賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買本物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。
- 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。

Signed by the Purchaser 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Acknowledgement Letter Regarding Miscellaneous Matters
關於其他事項的確認書

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (“Person so engaged”)# 寶殷有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第IVB期 (「晉海II」)^		
Address 地址	1 Lohas Park Road 康城路1號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：-

- (a) During the maintenance of the external walls of Tower 3 (3A&3B) and Tower 5 (5A&5B) arranged by the Manager of the Phase of Development, the gondola will be operating in the airspace outside windows of the residential properties and above the flat roof/roof of such properties.

在發展項目期數之管理人安排於第3座(3A及3B)及第5座(5A及5B)進行外牆維修期間，吊船將在該等大廈的住宅物業之窗戶外及平台/天台上之空間運作。

- (b) Under the Principal Deed of Mutual Covenant and Management Agreement (the “PDMC”) in respect of the Phase of Development :-

根據有關發展項目期數的主公共契約及管理協議(「主公契」)的規定：—

- (1) The Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) has the right to gain access to and enter upon any flat roof forming part of a Unit and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or to which access is gained via the flat roof and, on a temporary basis, to erect, place or store on any flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on.

管理人、其僱員、代理人、承辦商及獲正式授權人士於發出事前合理通知(緊急情況除外)後，有權到訪及進入任何構成單位一部份的平台，並就檢查、重建、修理、更新、維護、清潔、油漆或裝飾全部或部份於平台裡面或上面或通過平台可達至的公用地方與公用服務及設施，於該處逗留合理所須時間，並且暫時性地就任何工程於該等工程進行期間，在任何平台上架設、放置或存放任何所須之腳手架或其他裝置、設備或物料。

- (2) An owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Non-Station Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature.

業主在未獲管理人事前書面許可(該許可可能會獲給予、拒絕給予或受限於管理人按其絕對酌情權所設定的條件)下，不應在任何樓宇、車庫或其他於非鐵路站部份的發展項目或公用地方裡面或上面搭建的其他構築物上之任何天台、平台或彼等的任何部份上，架設或建造任何構築物(無論屬永久或暫時性質)或准許或任由該等構築物被架設或建造。

- (c) For some residential units, the air-conditioner platform(s) outside the unit will be placed with outdoor air-conditioner unit(s) belonging to that unit and/or other residential units.
部份住宅單位外的冷氣機平台將會放置屬於該單位及/或其他住宅單位的一部或多部戶外冷氣機。
- (d) Floodlights will be provided for lighting of the outdoor swimming pool in Phase IVA of the Development. The illumination of such lighting system may have impact (if any) on individual units.
發展項目第 IVA 期內之室外游泳池會裝設泛光燈以供照明。該等照明系統的照明對個別單位可能造成影響（如有）。
- (e) The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》（第 623 章）（「該條例」）強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as those defined in the DMC.
除本文件另有定義外，本文件所用之詞彙與公契內所定義的具相同涵義。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance of the above.
本人／吾等確認及聲明本人／吾等同意購入物業時已完全知悉並接受上述事項。

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。

Signed by the Purchaser 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Acknowledgement Letter regarding Government Grant and Miscellaneous Matters
關於批地文件及其他事項之確認函

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶殷有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

To: the Vendor
致：賣方

1. I/We, the undersigned, hereby acknowledge and confirm that I/we note the following rights of the Government of Hong Kong SAR (“**the Government**”) and MTR Corporation Limited (“**MTR**”) under General Condition No.5 of the New Grant No.9689 (“**the Government Grant**”) in respect of the above development prior to my/our signing of the Preliminary Agreement for Sale and Purchase (“**the Preliminary Agreement**”) of the Property:
本人/我們謹此簽署確認，本人/我們在簽署該物業的臨時買賣合約(「**臨時合約**」)前，已清楚知道根據上述發展項目的新批地文件第 9689 號(「**批地文件**」)內一般條款第 5 項，香港特別行政區政府(「**政府**」)及香港鐵路有限公司擁有下列權利：
- (a) Prior to the issue of a certificate that the conditions of the Government Grant have been complied with to the satisfaction of the Director of Lands (as to which the certificate by or on behalf of the Director of Lands shall be conclusive and, for the purposes of General Condition No. 5 of the Government Grant, no account shall be taken of whether MTR has, as a matter of fact, complied with the said conditions, or any of them), the Government and MTR (who for this purpose excludes its successors and assigns) have the right:-
在地政總署署長已驗證批地文件內之條款已完全被遵守並達至他滿意的程度，並發出滿意紙(由地政總署署長或其代表所發出的滿意紙為最終定論，就批地文件一般條約第 5 項而言，並不考慮香港鐵路有限公司實際上是否已遵守前述條款或其任何條款)前，政府及香港鐵路有限公司(為此不包括其繼承人及受讓人)有下列權利：
- (i) to agree and enter into any addition, substitution, variation, alteration, modification or amendment to the Government Grant and, without limitation, to any drawings, designs, plans of any nature or purpose whatsoever (whether required under the Government Grant or otherwise), including but not limited to layout plans, general building plans, car parking layout plans, landscape plans, concept plans, submissions and the Technical Schedules annexed to the Government Grant;
同意及對批地文件作出任何附加、取替、變更、改變、修改或修正。這些附加、取替、變更、改變、修改或修正不限於任何草圖、設計、任何性質或用途之圖則(不論是就批地文件要求下或在其他情況下)，包括但不限於大綱藍圖、建築圖則、停車場設計圖則、景觀設計圖、構思圖則、提議及附錄於批地文件之工程規格附表;
- (ii) to apply for and obtain any other consents, waivers, permissions, approvals or any other decision from the Director of Lands and which shall be subject only to the special approval of the Director of Lands which he may give or refuse in his absolute discretion (and whose decision shall be final) and subject to any conditions which may be imposed by him (including the payment of any premium or fees as he may require);
向地政總署署長申請及取得其任何同意、放棄、允許、批准或任何由地政總署署長所作出的決定，該申請須取得地政總署署長的特別批准。就此，地政總署署長有絕對自行決策權給予或拒絕有關申請(並且該決定是最終的)，他也可附加任何條款(包括要求支付地價或其他費用)；

- (iii) to enter into any deed poll, or to surrender, dedicate or assign to the Government any part of The Remaining Portion of Tseung Kwan O Town Lot No.70 (“**the Lot**”) or the development thereon or any interest therein, or to carve out any part of the Lot for any purpose whatsoever and to execute and take up any grant of an extension to the area of the Lot;

簽訂任何分割契據、交還、獻給或轉讓將軍澳市地段 70 號餘段（「**該地段**」）的任何部份、該地段上之發展項目或其任何利益予政府，或可就該餘段地段的任何用途，切割該地段的任何部分及簽署有關伸延該地段的批地文件；

without any need to consult with or obtain the agreement, approval or consent of any purchaser, sub-purchasers, mortgagee, chargee, tenant, licensee or holder of any other interest (whether beneficial or otherwise) in the Lot (all hereinafter referred to and included in the expression “**Owners**”) and to sign or execute any documents necessary to do so without joining in or requiring the signature of the Owners for their interest (if any).

就行使上述的任何權利，政府及香港鐵路有限公司無需向任何買家、再轉售者、抵押權人、承押記人、租戶、准用者或該地段任何權益之持有者（不論是實益權益或其他）（全部以下將包括及表述為「**業主**」），作出任何有關諮詢或獲得其協議、批准或同意。政府及香港鐵路有限公司並有權簽署或執行任何有關文件，而無需聯同或加入業主的署名以代表其權益（如有的話）。

- (b) No addition, substitution, variation, alteration, modification, amendment, consent, waiver, approval, permission or other act of the Director of Lands, nor any deed poll, surrender, dedication, assignment to the Government or extension to the Lot as referred to in General Condition No.5 of the Government Grant shall give the Owners any right of action under the Government Grant against the Government or MTR.

就根據批地文件一般條款第 5 項所述，作出任何附加、取替、變更、改變、修改、修正、同意、放棄、批准、允許或地政總署署長的其他行動，或任何分割契據、交還、獻給或轉讓予政府或該地段之伸延，業主不會有任何權利向政府或香港鐵路有限公司提出任何反對或訴訟。

I/We hereby further acknowledge, confirm and undertake that I am/we are not entitled to and shall not raise any objection to or pursue any claim either against MTR or the Government arising out of or in relation to or in connection with anything done or proposed to be done by MTR under General Condition No.5 of the Government Grant.

本人/我們清楚明白，並簽署確認及承諾，本人/我們沒有權利亦不會就香港鐵路有限公司根據批地文件一般條款第 5 項而進行或建議進行的任何行為或與其相關的任何行為，向香港鐵路有限公司或政府提出任何反對或訴訟。

2. I/We, the undersigned, hereby further acknowledge and confirm that I/we note the information about the Phase of Development (including, but not limited to, the public 24 hours covered pedestrian walkway within the Phase of Development, and the public open space and public facilities in respect of LOHAS Park) prior to my/our signing of the Preliminary Agreement of the Property.

本人/我們並謹此簽署確認，本人/我們在簽署本物業的臨時合約前，已清楚知道發展項目期數的資料（包括但不限於在期數內興建之 24 小時公眾有蓋行人通道，及有關日出康城之公眾休憩用地及公共設施）。

3. I/We, the undersigned, hereby further acknowledge and are fully aware that under the Principal Deed of Mutual Covenant and Management Agreement in respect of the Lot and registered at the Land Registry by Memorial No. 09062303030203 (the “**PDMC**”), the Owners of the Phase of Development are liable to contribute towards the costs and expenses incurred for the management and maintenance of the “Non-Station Development Common Areas”, “Non-Station Development Common Services and Facilities”, “Residential Development Common Areas” and “Residential Development Common Services and Facilities” (all of which are as defined in the PDMC) which shall be gradually formed and increased during the period of construction of LOHAS Park and therefore the management fee payable by the Owners of the Phase of Development may be subject to future increase.

本人/我們同時謹此簽署確認及清楚知道，根據在土地註冊處註冊註冊編號為 09062303030203 的該地段之主大廈公契及管理協議（「**主公契**」），發展項目期數之業主需要分擔「非車站發展項目公共地方」、「非車站發展項目公共服務與設施」、「住宅發展項目公共地方」及「住宅發展項目公共服務與設施」（根據主公契之定義）之管理及維修之費用。該等公共地方及公共服務與設施，將在建築整個日出康城發展項目的期間逐步形成及增加，因此發展項目期數之業主將來需要支付之管理費用將有可能因此而有所上調。

I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge and acceptance and agreement of the above

本人 / 吾等確認及聲明本人 / 吾等同意購入本物業時已完全知悉並接受和同意上述事項。

Signed by the Purchaser 買方簽署

Note 備註：

* “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。

“Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”. 日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「**晉海 II**」。

Acknowledgement Letter Regarding Stamp Duty
關於印花稅的確認書

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D./ Passport/ B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase (“**Preliminary Agreement**”) and the formal agreement for sale and purchase (“**Agreement for Sale and Purchase**”) of the Property:

買方謹此確認及知悉在簽署本物業之臨時買賣合約 (「**臨時合約**」) 及正式買賣合約 (「**買賣合約**」) 之前, 買方已獲悉以下事項及其影響:

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018
《2018年印花稅(修訂)條例》之從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 (the “**2018 Amendment Ordinance**”) was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. The Stamp Duty Ordinance has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty (“**AVD**”) rates for residential property transactions to a flat rate of 15% (“**New Rate**”), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong permanent resident (“**HKPR**”) who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.

《2018年印花稅(修訂)條例》(「**2018修訂條例**」) 已於 2018 年 1 月 19 日刊憲, 法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例修訂了《印花稅條例》以調高住宅物業交易的「從價印花稅」稅率至劃一 15% (「**新稅率**」), 以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書, 除獲豁免或另有規定外, 均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業 (除非該住宅物業是由香港永久性居民代表自己行事取得, 而該香港永久性居民在取得有關住宅物業時, 在香港沒有擁有其他任何住宅物業), 均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement under the Stamp Duty (Amendment) (No.2) Ordinance 2018
《2018 年印花稅(修訂)(第 2 號)條例》之收緊豁免安排

- The Stamp Duty (Amendment) (No.2) Ordinance 2018 (the “**2018 Amendment Ordinance (No.2)**”) was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. The 2018 Amendment Ordinance (No.2) tightens up the exemption requirement for HKPR under the New Rate. Under the 2018 Amendment Ordinance (No.2), unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.

《2018 年印花稅(修訂)(第 2 號)條例》(「**2018修訂條例(第 2 號)**」) 已於 2018 年 4 月 20 日刊憲, 法例具有追溯效力至 2017 年 4 月 12 日。2018 修訂條例(第 2 號)收緊了新稅率下為香港永久性居民提供的豁免安排。根據 2018 修訂條例(第 2 號), 除獲特定豁免或另有法律規定外, 任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業

業的文書，若該文書包含多於一個住宅物業，則即使該等住宅物業是由香港永久性居民代表自己行事取得，而該香港永久性居民在取得有關住宅物業時，在香港沒有擁有其他任何住宅物業，仍須按新稅率繳付從價印花稅。

3. Under the 2018 Amendment Ordinance or the 2018 Amendment Ordinance (No.2), there is no change to the other circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
根據 2018 修訂條例或 2018 修訂條例(第 2 號)，可按第 2 標準稅率繳納從價印花稅或可獲豁免從價印花稅的其他情況沒有改變。
4. For details of the applicable exemptions to AVD at New Rate and the 2018 Amendment Ordinance (No.2), please browse the Inland Revenue Department website (www.ird.gov.hk).
有關以新稅率計算的從價印花稅適用的豁免及 2018 修訂條例(第 2 號)之詳情，請瀏覽稅務局網頁 (www.ird.gov.hk)。

Procedures to be followed by the Purchaser

買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及／或應豁免買家印花稅：
 - (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "Statutory Declaration") (in the prescribed form) accompanied with a copy of his/her Hong Kong Identity Card(s).
買方或每名買方（視適用情況而定）須作出法定聲明（依照指定表格）及附上他／她的香港身分證副本。
 - (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
買方承諾向賣方律師交付並促使其律師向賣方律師交付：
 - (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的認證副本連同已填妥的 IRSD118 表格及印花稅署不時要求的其他表格或證明文件；及
 - (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的認證副本，或印花證明書的認證副本，以證明已完全繳付買賣合約之印花稅。
6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。
8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們有責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。
9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.

本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」（視情況而定），本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及開銷。

10. I/We acknowledge that this acknowledgement letter does not constitute any advice or representation from the Vendor to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

本確認書不構成賣方給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

11. Nothing in this acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

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

本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signed by the Purchaser 買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。

Personal Information Collection Statement (Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited)

Collection of your personal information

From time to time, it is necessary for you to supply Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited ("SHKREA", "we", "us" or "our") with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

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

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

Purposes for which Your Information may be used

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

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

Transfer of Your Information

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

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

Use of Your Information in direct marketing

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

In connection with direct marketing, we intend:

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

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

Access to and correction of Your Information

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made by a prescribed form in writing to our Data Protection Officer at 45/F., Sun Hung Kai Centre, 30 Harbour Road, Hong Kong.

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

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Sun Hung Kai Real Estate (Sales and Leasing) Agency Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in "Use of Your Information in direct marketing" section above

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

Signature

Name:

Date:

個人資料收集聲明(PICS) (新鴻基地產(銷售及租賃)代理有限公司)

收集閣下的個人資料

新鴻基地產(銷售及租賃)代理有限公司(「本公司」或「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

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

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

閣下資料可能被用作的用途

我們可能不時使用閣下資料作下列一個或多個用途：

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

轉移閣下資料

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

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

在直接促銷中使用閣下資料

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

就直接促銷，我們有意：

- (a) 使用我們不時收集、產生、編制或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據；
- (b) 向閣下促銷以下類別的服務及產品：
 - (1) 集團成員、合資公司或其他委任我們代其銷售或推廣地產物業的人士提供的地產物業（包括泊車位）或物業發展項目；

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

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

查閱及改正閣下資料

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為 香港港灣道 30 號新鴻基中心 45 樓。

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號（“✓”）表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號（“✓”），新鴻基地產(銷售及租賃)代理有限公司可在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用（視情況而定），有關詳情請參閱以上「在直接促銷中使用閣下資料」部分。

- ☐ 請不要向我發送直接促銷資訊。
- ☐ 請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

簽署

姓名：

日期：

Personal Information Collection Statement (MTR Corporation Limited)
個人資料收集聲明 (香港鐵路有限公司)

發展項目期數 日出康城的第 IVB 期「晉海 II」^
Phase of Development : Phase IVB of LOHAS Park ("Wings at Sea II") ^

^日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。
Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called "Wings at Sea II".

物業 Property :

座數 Tower_____, 樓層 Floor_____, 單位 Flat_____, 晉海 II Wings at Sea II, 康城路 1 號 1 Lohas Park Road

賣方 Vendor : 香港鐵路有限公司 (作為「擁有人」)
MTR Corporation Limited (as "Owner")
寶殷有限公司 (作為「如此聘用的人」)
Globaluck Limited (as "Person so Engaged")

(「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
"Person so Engaged" means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.)

買方名稱 Name of Purchaser(s)

身份證/護照(請注明)/商業登記證號碼
I.D./Passport(Please specify)/B.R. No.

_____	_____
_____	_____
_____	_____

1. 閣下的私隱 Your Privacy

- 1.1 香港鐵路有限公司 (MTR Corporation Limited) (「港鐵公司」、「我們」或「我們的」)在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《個人資料(私隱)條例》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

MTR Corporation Limited (香港鐵路有限公司) ("MTR Corporation", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the **Personal Data (Privacy) Ordinance** (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.

- 1.2 請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。

Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

- 1.3 在本聲明內，「個人資料」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況、閣下的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

In this PICS, "**personal data**" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.

- 1.4 如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。

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

2. 我們將會使用閣下的個人資料作何等用途 **Purposes for which we will use your personal data**

2.1 當閣下與港鐵公司接洽，以購買或租賃在其中一個我們的物業發展項目內的物業時，我們會收集閣下的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，閣下的個人資料可能會被收集。

We collect your personal data when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.

2.2 我們可能將閣下的個人資料用作的用途分為**強制性用途**及**自願性用途**。如果個人資料是用作**強制性用途**，閣下**必須向我們提供閣下的個人資料**。如果個人資料只是用作**自願性用途**，閣下可完全自願決定是否希望向我們提供該資料。

The purposes for which we may use your personal data are divided into **obligatory purposes** and **voluntary purposes**. If personal data is to be used for an **obligatory purpose**, you **MUST provide your personal data to us**. If personal data is only to be used for a **voluntary purpose**, it is entirely voluntary for you to decide whether you want to provide such information to us or not.

A. 閣下**必須**提供閣下的個人資料所作的用途為：

Purposes for which it is **obligatory** for you to provide your personal data are:

- (a) 磋商及完成購買或租賃物業所涉及的所有步驟，包括但不限於簽署及登記合約及其他法律文件；
all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額，以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款；
processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴；
handling and following up service calls, enquiries and complaints;
- (d) 核實閣下的身份；
verification of your identity;
- (e) 符合根據 (i) 對港鐵公司及其附屬公司和相關聯公司(合稱為「**港鐵集團**」)具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；
complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group**") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及
enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and
- (g) 與任何上述用途直接有關的用途。
purposes directly relating to any of the above purposes.

B. 閣下可**自願**提供閣下的個人資料所作的用途為：

Purposes for which it is only **voluntary** for you to provide your personal data are:

不適用 Not Applicable

3. 披露 **Disclosure**

3.1 若我們向閣下收集個人資料，我們將會：

In cases where we do collect personal data from you, we will:

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;
- (b) 如屬有關的話，給予閣下機會反對閣下的個人資料被用作某特定用途；及
where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。
tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.

3.2 我們將採取所有切實可行的步驟，以保密閣下的個人資料，但我們可向下列人士轉移/轉讓該等資料：
We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) 如果港鐵公司決定出售其業務的任何相關部分，則向前述出售業務的任何實際或擬定受讓人、承轉人或繼承人；
if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;
- (b) 向包含我們正在出售及租賃物業之港鐵公司物業發展項目的發展商及擔保或保證發展商就我們的物業發展項目的建築責任的發展商擔保人；
the developer of our property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of our property development;
- (c) 向港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三方服務提供者 – 該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們的律師，或者協助我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；
any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;
- (d) 根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；
any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;
- (e) 向閣下已明示同意我們可向其披露閣下的個人資料的其他方。
to entities to whom you have expressly agreed that we may disclose your personal data .

4. 保安 Security

除在上文第 3 段內所述外，閣下的個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的港鐵公司人員或港鐵公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.

5. 在法律程序中使用個人資料 Use of Personal Data in Legal Proceedings

如果基於任何原因，包括但不限於向閣下追討閣下欠下我們的任何款項，我們須對閣下採取法律或其他行動，閣下明示同意，在識別閣下並對閣下採取該等行動時，可依據閣下所提供的任何個人資料。

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

6. 閣下的查閱及改正權利 Your Right to Access and Correction

閣下可隨時要求查閱並更正在我們的任何紀錄中與閣下有關的個人資料。閣下亦可要求我們從任何現行的郵遞或分發名單中刪除閣下的個人資料。如要行使閣下的任何權利，閣下可按以下地址、傳真號碼或電郵與我們聯絡，並在閣下的通訊註明「保密」字樣。在回應閣下時，我們可要求閣下提供有關閣下的某些資料，以確定閣下是有關個人資料所指的人士。我們須在 40 天內回覆閣下的要求，但我們可向閣下收取合理費用，以回應查閱要求。

You may at any time request access to and to correct personal data relating to you in any of our records. You may also ask us to delete you or your personal data from any active mailing or distribution list. To exercise any of your rights, contact us at the address, facsimile number or email below, marking your communication "Confidential". In response, we may ask you to provide certain details about yourself so that we can be sure you are the person to whom the data refers. We are required to respond to your requests within 40 days, but we may charge you a reasonable fee for responding to access requests.

7. 個人資料私隱主任 Personal Data Privacy Officer

如欲 (1) 要求 (i) 查閱資料或改正資料，(ii) 索取有關我們在個人資料方面的政策及實務的一般資料，及 (iii) 查詢有關我們持有的個人資料種類，及 (2) 提出一般問題及投訴，應致予以下人士：

個人資料私隱主任
法律部
(註明「保密」字樣)
地址：香港九龍九龍灣德福廣場港鐵總部大樓
電郵：PDPO@mtr.com.hk

The person to whom (1) requests (i) for access to data or correction of data, (ii) for general information regarding our policies and practices with respect to personal data and (iii) about the kinds of personal data that we hold and (2) general questions and complaints should be addressed is as follows:

Personal Data Privacy Officer
Legal Department
(Marked Confidential)
Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong
email: PDPO@mtr.com.hk

8. 資料的保留 Retention of Data

我們只會在貫徹收集閣下個人資料的用途所需的時間內保存該等資料。我們亦可保留存檔個人資料作統計用途。無需再保留的個人資料將被銷毀。

We will keep your personal data only for as long as necessary to fulfil the purpose for which the data was collected. We may also retain archived personal data for statistical purposes. Personal data which is no longer required will be destroyed.

9. 確認 Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

Please sign below to indicate your understanding of and agreement to the above provisions.

買方簽署 SIGNATURE OF PURCHASER : _____

買方姓名 NAME OF PURCHASER : _____

日期 DATE : _____

Annex 13
附件 13Acknowledgement Letter Regarding Viewing of Property
關於參觀物業的確認書

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Globaluck Limited (as “Person so engaged”)# 寶股有限公司 (作為「如此聘用的人」)#		
Phase of Development 發展項目期數	Phase IVB of LOHAS Park (“Wings at Sea II”)^ 日出康城的第 IVB 期 (「晉海 II」)^		
Address 地址	1 Lohas Park Road 康城路 1 號		
Property 本物業	Tower 座數	Floor 樓層	Flat 單位
Purchaser 買方			
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼			
Date 日期	(undated upon tender submission) (投標時不填上日期)		

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-

本人／吾等，下方簽署人，特此確認，本人／吾等在簽署臨時買賣合約前明白和接納：

1. The Purchaser has been advised by the Vendor to make arrangements to view the Property (in case the Property is a unit available for viewing) or the comparable residential property(ies) of the Property on or before the date of this acknowledgement letter.
買方已獲賣方建議於此確認信的日期當日或之前安排參觀本物業(如本物業為可供參觀之單位)或與本物業相若的住宅物業。
2. (Except where the Property is an unit available for viewing) It is not reasonably practicable for the Property to be viewed by me/us. The Vendor has made the comparable residential property(ies) of the Property available for viewing by me/us.
(除非本物業為可供參觀之單位)開放本物業予本人/我們參觀並非合理地切實可行。賣方已開放與本物業相若的住宅物業供本人/我們參觀。
3. The Vendor is deemed to have complied with Division 5 of Part 2 of the Residential Properties (First-hand Sales) Ordinance regarding the requirements for viewing of property in completed phase.
賣方視為已符合《一手住宅物業銷售條例》第2部第5分部有關參觀已落成期數中的物業之要求。
4. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Signed by the Purchaser(s)買方簽署

Note 備註:

- * “Owner” means the legal or beneficial owner of the Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。
- ^ Tower 3 (3A & 3B) and Tower 5 (5A & 5B) of and in Phase IVB of LOHAS Park are called “Wings at Sea II”.
日出康城的第 IVB 期中第 3 座(3A 及 3B)及第 5 座(5A 及 5B)稱為「晉海 II」。