

Information on Sales Arrangements
銷售安排資料

Sales Arrangements No.5A
銷售安排第 5A 號

Name of the Phase of the Development : 發展項目的期數的名稱 :	Phase IVB (“the Phase”) of LOHAS Park * 日出康城的第 IVB 期 (「期數」) *
Date of the Sale : 出售日期 :	From 15 December 2017 由 2017 年 12 月 15 日起
Time of Sale : 出售時間 :	<u>On 15 December 2017: (“the first date of the sale”)</u> From 7:00 p.m. to 9:00 p.m. <u>From 16 December 2017 and thereafter:</u> From 2:30 p.m. to 8:00 p.m. (Monday to Friday) From 11:00 a.m. to 8:00 p.m. (Saturday, Sunday and Public Holiday) <u>2017 年 12 月 15 日 : (「出售首天」)</u> 由晚上 7 時至晚上 9 時 <u>由 2017 年 12 月 16 日及之後 :</u> 由下午 2 時 30 分至晚上 8 時 (星期一至五) 由上午 11 時至晚上 8 時 (星期六、日及公眾假期)
Place where the sale will take place : 出售地點 :	21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong (“ ICC 21/F Venue ”) 香港九龍柯士甸道西 1 號環球貿易廣場 21 樓(下稱「 ICC 21 樓會場 」)
Number of specified residential properties that will be offered to be sold : 將提供出售的指明住宅物業的數目 :	12 10
Description of the residential properties that will be offered to be sold : 將提供出售的指明住宅物業的描述 :	<u>The following units in Tower 5(5A): 以下在第 5 座(5A)的單位 :</u> 51B, 51C, 51D <u>The following units in Tower 5(5B): 以下在第 5 座(5B)的單位 :</u> 57B , 57C, 57D, 53E, 48E, 43E, 39E, 35E, 56F
The method to be used to determine the order of priority in which each of the persons interested in purchasing any of the specified residential properties may select the residential property that the person wishes to purchase : 將會使用何種方法，決定有意購買該等指明住宅物業的每名人士可揀選其意欲購買的住宅物業的優先次序 :	<u>On 15 December 2017 (“the first date of the sale”)</u> Balloting will be used to determine the order of priority. Persons interested in purchasing any of the specified residential properties (“ the registrant ”) must follow the procedures below. 1. For the avoidance of doubt, all valid Registrations of Intent (if any) previously submitted to the Vendor prior to the first date of the sale will not be included in this balloting. 2. Registration Slips will be distributed at the ICC 21/F Venue on the first date of the sale from 7:00 p.m. to 7:30 p.m. (“ check-in timeslot ”). Registrant (if the registrant comprises corporation, then all directors of that corporation) shall personally (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) attend the ICC 21/F Venue and submit the following:- (a) only one Registration Slip duly completed and signed by the registrant; (b) the Registration Slip shall be accompanied with one (1) cashier order. The cashier order shall be in the sum of HK\$100,000 and made payable to “Deacons”; and (c) a copy of the registrant’s H.K.I.D. Card(s)/Passport(s) or (if applicable) a copy of Business Registration Certificate and documents filed with the Companies Registry showing the current list of director(s) and

secretary and a copy of H.K.I.D. Card(s)/Passport(s) of the director(s)

to the ICC 21/F Venue within the check-in timeslot on the first date of the sale. Registrant who arrives at the ICC 21/F Venue beyond the check-in timeslot shall not be eligible to participate in the balloting. The closing time for submission of Registration Slip will be 7:30p.m. on the first date of the sale. Late submission or submission outside the check-in timeslot will not be accepted.

3. Each individual or corporation (whether alone or jointly with others) shall only be registered under one valid Registration Slip. Duplicated registration will not be accepted. The Registration Slip is personal to the registrant and shall not be transferable. The order of submission of Registration Slip will not have any impact on the order of priority for selecting the specified residential properties. In case of dispute, the Vendor reserves its right to determine whether a Registration Slip is valid and should be included in balloting.
4. If a registrant purchases any specified residential property, the cashier order will be used as part payment of the preliminary deposit for the purchase of the relevant specified residential property.
5. After verification of the identity of the registrants by the Vendor, the order of priority for selection of the specified residential properties by the registrants will be determined by balloting. Every valid Registration Slip shall be allotted one lot. The Vendor shall not be responsible to the registrants for any error or omission contained in the ballot results.
6. A registrant who leaves the ICC 21/F Venue while it is in session for selecting and purchasing specified residential properties shall be disqualified for participating in the selection and purchase of specified residential properties and his/her/its/their order of priority shall lapse immediately.
7. (a) Immediately after the balloting, the Registrants shall **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) select the specified residential properties which are still available at the time of selection in the order of priority according to the "ballot result sequence" and in an orderly manner and within reasonable time. The Registrants shall select and purchase **one (1) or two (2)** specified residential property(ies), otherwise his/her/its/their order of priority shall lapse automatically and he/she/it/they will no longer be eligible to select and purchase specified residential property(ies).

(b) If the Registrant has successfully selected any of the specified residential properties in compliance with the rules set out in sub-paragraph (a), the Registrant shall **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) enter into one or more Preliminary Agreement(s) for Sale and Purchase of the selected specified residential property(ies).
8. If a registrant has selected **one (1)** specified residential property, prior to the signing of the Preliminary Agreement for Sale and Purchase to purchase such specified residential property, the individual registrant may notify the Vendor on spot to add individual(s) to sign the Preliminary Agreement for Sale and Purchase provided that the additional individual(s) must be the **close relative(s)** (i.e. spouse, parents, children, brothers and sisters) of **ALL** the individual(s) comprised in the Registration Slip and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final. All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the registrant's request to add any individual(s).
9. If a registrant has selected **two (2)** specified residential properties, prior to the signing of one or more Preliminary Agreement(s) for Sale and Purchase to purchase such specified residential properties, registrant may notify the Vendor on spot to add and/or delete individual(s) signing the Preliminary Agreement(s) for Sale and Purchase, but subject to the following:
 - (a) the registrant will not be allowed to first delete and then add individual(s) signing the Preliminary Agreement for Sale and Purchase;
 - (b) if a registrant wishes to add any individual(s), then prior to adding of any individual(s) all the individual(s) comprised in the registrant must be **close relative(s)** (i.e. spouse, parents, children, brothers and sisters) of each other and the additional individual(s) must be the **close relative(s)** of **ALL** the individual(s) comprised in the Registrant Slip and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final;
 - (c) if a registrant wishes to delete any individual(s), then prior to deletion of any individual(s) all the individual(s) comprised in the registrant must be the **close family member(s)** (i.e. spouse, parents, children, brothers, sisters, grandparents and grandchildren) of each other and subject to the provision of adequate proof of such relationship to the Vendor's satisfaction whose determination shall be final.

All the person(s) signing the Preliminary Agreement(s) for Sale and Purchase shall sign **personally** (or by attorney pursuant to a validly executed power of attorney in a form prescribed by the Vendor) as purchaser. The Vendor reserves its absolute discretion to allow or reject the registrant's request to add and/or delete any individual(s).

10. After completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, if a registrant has not purchased any specified residential property, his/her/its/their **unused cashier order** will be available for collection by the registrant (or his/her/its/their authorized person) on the first date of the sale at the ICC 21/F Venue or at the ICC 21/F Venue from 16 December 2017 to 17 December 2017 during office hours (i.e. from 2:30 p.m. to 8:00 p.m. on Monday to Friday and from 11:00 a.m. to 8:00 p.m. on Saturday, Sunday and Public Holiday). The registrant must bring along the H.K.I.D. Card(s)/Passport(s) of the registrant (or a copy of the H.K.I.D. Card(s)/Passport(s) of the registrant if unused cashier order is collected by the authorized person), (if applicable) copy of Business Registration Certificate, the original receipt of Registration Slip, and (if applicable) a valid authorization letter and a copy of the H.K.I.D. Card/Passport of the authorized person.
11. After the completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person (including individuals, corporations or otherwise) interested in purchasing the specified residential properties. In case of any dispute, the Vendor reserves its absolute right to allocate any specified residential properties to any person interested in purchasing by any method (including balloting).
12. The Vendor reserves the right to close the ICC 21/F Venue at any time if all the specified residential properties have been sold out, provided that the ICC 21/F Venue shall be open for the collection of unused cashier order at the time period specified in paragraph 10 above.
13. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 5:00 p.m. and 9:00 p.m. on the first date of the sale, then, for the safety of the registrants and the maintenance of order at the ICC 21/F Venue, the Vendor reserves its absolute right to postpone the first date of the sale to such other date(s) and/or time as the Vendor may consider appropriate and/or to close the ICC 21/F Venue. Details of the arrangement will be posted by the Vendor on the website (www.wingsatsea2.com.hk) designated by the Vendor for the Phase of the Development. Registrants will not be notified separately of the arrangement.

On 16 December 2017 and thereafter:

14. Subject to the completion of the balloting and the selecting and purchasing of the specified residential properties by eligible persons in accordance with the above procedures, the remaining specified residential properties (if any) will be sold on a first come first served basis to any person (including individuals, corporations or otherwise) interested in purchasing the remaining specified residential properties. In case of any dispute, the Vendor reserves its absolute right to allocate any specified residential properties to any person interested in purchasing by any method (including balloting).
15. The Vendor reserves the right to close the ICC 21/F Venue at any time if all the specified residential properties have been sold out, provided that the ICC 21/F Venue shall be open for the collection of unused cashier order at the time period specified in paragraph 10 above.
16. If the Vendor postpones the first date of the sale to such other date pursuant to this Sales Arrangements, the subsequent dates of sale will be postponed accordingly.
17. If Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning Signal is in effect in Hong Kong at any time between the hours of 9:00 a.m. and 8:00 p.m. on any date of sale (other than the first date of the sale), for the safety of the prospective purchasers and the maintenance of order at the ICC 21/F Venue, the Vendor reserves its absolute right to close the ICC 21/F Venue. Details of the arrangement will be posted by the Vendor on the website (www.wingsatsea2.com.hk) designated by the Vendor for the Phase of the Development. Prospective purchasers will not be notified separately of the arrangement.
18. In the event of any discrepancy between the English and Chinese versions of this Sales Arrangements, the English version shall prevail.

2017年12月15日(下稱「出售首天」):

以抽籤方式決定選擇住宅物業的優先次序。有意購買任何指明住宅物業的人士(下稱「登記人」)須遵從下列程序:

1. 為免存疑,所有於出售首天之前已遞交予賣方的有效的購樓意向登記(如有)不會被納入是次抽籤。
2. 登記表格將於出售首天晚上7時至晚上7時30分內(下稱「報到時段」)於ICC 21樓會場派發。登記人(如登記人由公司組成,則該公司的**所有董事**)須於出售首天報到時段內**親身**(或由獲授權人按賣方所規定的樣本並有效地簽署的授權書)到ICC 21樓會場:
 - (a) 遞交一份已填妥及由登記人簽署的登記表格;
 - (b) 登記表格須附有一張本票,本票金額為港幣\$100,000及抬頭人須為「的近律師行」;及

(c) 登記人的香港身份證/護照或(如適用)商業登記證書副本及已於公司註冊處登記之文件以顯示當時的董事及秘書的名單及董事的身份證/護照副本。

於報到時段以外的時間才到達 ICC 21 樓會場的登記人將不享有參與抽籤的資格。遞交登記表格截止時間為出售首天晚上 7 時 30 分。逾期遞交或在辦公時間以外遞交的恕不受理。

3. 每人或公司(不論單獨或與他方聯名)只可登記於一份有效的登記表格。重複的登記人登記將不會被接受。登記表格只適用於登記人本人及不能轉讓。遞交登記表格次序不會影響揀選指明住宅物業的優先次序。如有爭議，賣方保留權利決定登記表格是否有效及是否應被納入抽籤。
4. 如登記人成功購入任何指明住宅物業，本票將會用作支付購買有關指明住宅物業的部份臨時訂金。
5. 賣方核實登記人身份後，登記人揀選指明住宅物業的優先次序將以抽籤方式決定。每一份有效的登記表格可獲分配 1 個籌。如抽籤結果有任何錯誤或遺漏，賣方無須向登記人承擔任何責任。
6. 在進行揀選指明住宅物業之時離開 ICC 21 樓會場之登記人會被取消參與選購指明住宅物業的資格及其優先次序將立即失效。
7. (a) 抽籤後，登記人須根據「抽籤結果順序」有秩序地及於合理時間內**親身**(或由獲授權人按賣方所規定的樣本並有效地簽署的授權書)揀選於當時仍可供揀選的指明住宅物業。登記人須選購 **1 個或 2 個**指明住宅物業，否則其優先次序將自動失效，登記人將不再享有選購指明住宅物業的資格。
(b) 如果登記人遵從第(a)分段的規則成功揀選指明住宅物業，登記人須**親身**(或由獲授權人按賣方所規定的樣本並有效地簽署的授權書)簽署一份或多份臨時買賣合約購買其揀選的指明住宅物業。
8. 若登記人揀選了 **1 個**指明住宅物業，在簽署臨時買賣合約購買該指明住宅物業前，個人登記人可即時通知賣方增加簽署臨時買賣合約的個人，惟新加入之個人必須為**所有**組成登記表格的個人的**近親**(即配偶、父母、子女、兄弟及姊妹)及登記人須提供令賣方滿意的該**近親**關係的證明，就此賣方的決定為最終。所有人須以買家身份**親身**(或由獲授權人按賣方所規定的樣本並有效地簽署的授權書)簽署臨時買賣合約。賣方保留其絕對酌情權允許或拒絕登記人增加任何個人的要求。
9. 若登記人揀選了 **2 個**指明住宅物業，在簽署一份或多份臨時買賣合約購買該等指明住宅物業前，登記人可即時通知賣方增加及/或刪除簽署臨時買賣合約的個人，惟須受以下所限：
 - (a) 登記人將不可先刪除然後增加簽署臨時買賣合約的個人；
 - (b) 如登記人希望加入任何個人，則在加入任何個人之前所有組成登記人的個人必須互相為對方的**近親**(即配偶、父母、子女、兄弟及姊妹)及新加入之個人必須為**所有**組成登記表格的個人的**近親**，登記人須提供令賣方滿意的該**近親**關係的證明，就此賣方的決定為最終；
 - (c) 如登記人希望刪除任何個人，則在刪除任何個人之前所有組成登記人的個人必須互相為對方的**近親家庭成員**(即配偶、父母、子女、兄弟、姊妹、祖父母、外祖父母、孫、孫女、外孫及外孫女)及登記人須提供令賣方滿意的該**近親家庭成員**關係的證明，就此賣方的決定為最終。所有人須以買家身份**親身**(或由獲授權人按賣方所規定的樣本並有效地簽署的授權書)簽署臨時買賣合約。賣方保留其絕對酌情權允許或拒絕登記人增加及/或刪除任何個人的要求。
10. 根據上述程序完成抽籤及合資格人士選購指明住宅物業完畢後，如登記人並無購入任何指明住宅物業，申請人(或其獲授權人士)須於出售首天於 ICC 21 樓會場辦理取回**未使用的本票**，或可於 2017 年 12 月 16 日至 2017 年 12 月 17 日辦公時間內(即星期一至五下午 2 時 30 分至晚上 8 時及星期六、日及公眾假期上午 11 時至晚上 8 時)親臨 ICC 21 樓會場辦理取回未使用的本票。登記人須攜同登記人香港身份證/護照正本(如以獲授權人士取回未使用的本票，則須攜同登記人香港身份證/護照副本)、(如適用)商業登記證書副本、有效的登記表格收據正本、及(如適用)有效的授權信及獲授權人士之香港身份證/護照副本。
11. 當根據上述程序完成抽籤及合資格人士選購指明住宅物業完畢後，餘下的指明住宅物業(如有)將以先到先得形式向任何有意購買的人士(包括個人、公司或其他)發售。如有任何爭議，賣方保留絕對權利以任何方式(包括抽籤)分配任何指明住宅物業予任何有意購買的人士。
12. 賣方保留權利在所有指明住宅物業已售出的情況下於任何時間關閉 ICC 21 樓會場，惟 ICC 21 樓會場會於上述第 10 段指明的時間內開放以用作辦理取回未使用的本票。

13. 如在出售首天下午 5 時至晚上 9 時的任何時間內，八號或更高熱帶氣旋警告信號或黑色暴雨警告信號在香港生效，為保障登記人的安全及維持 ICC 21 樓會場的秩序，賣方保留絕對權利延遲出售首天至賣方認為合適的其他日期及/或時間及/或關閉 ICC 21 樓會場。賣方會將安排的詳情於賣方為發展項目的期數指定的互聯網網站的網址 (www.wingsatsea2.com.hk) 公布。登記人將不獲另行通知。

2017 年 12 月 16 日起:

14. 在根據上述程序完成抽籤及合資格人士選購指明住宅物業的前提下，餘下的指明住宅物業(如有)將以先到先得形式向任何有意購買的人士(包括個人、公司或其他)發售。如有任何爭議，賣方保留絕對權利以任何方式(包括抽籤)分配任何指明住宅物業予任何有意購買的人士。
15. 賣方保留權利在所有指明住宅物業已售出的情況下於任何時間關閉 ICC 21 樓會場，惟 ICC 21 樓會場會於上述第 10 段指明的時間內開放以用作辦理取回未使用的本票。
16. 如賣方根據本銷售安排延遲出售首天至其他日期，其後的出售日期將會順延。
17. 如在任何出售日期(除出售首天)的上午 9 時至晚上 8 時的任何時間內，八號或更高熱帶氣旋警告信號或黑色暴雨警告信號在香港生效，為保障準買方的安全及維持 ICC 21 樓會場的秩序，賣方保留絕對權利關閉 ICC 21 樓會場。賣方會將安排的詳情於賣方為發展項目的期數指定的互聯網網站的網址(www.wingsatsea2.com.hk)公布。準買方將不獲另行通知。
18. 倘若本銷售安排中英文文本有異，以英文文本為準。

The method to be used, where 2 or more persons are interested in purchasing a particular specified residential property, to determine the order of priority in which each of those persons may proceed with the purchase:

在有兩人或多於兩人有意購買同一個指明住宅物業的情況下，將會使用何種方法決定每名該等人士可購買該物業的優先次序：

Please refer to the above method

請參照上述方法

Hard copies of a document containing information on the above sales arrangements are available for collection by the general public free of charge at:

載有上述銷售安排的資料的文件印本於下列地點可供公眾免費領取：

3/F Lobby, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong

香港九龍柯士甸道西 1 號環球貿易廣場 3 樓大堂

21/F, International Commerce Centre, No. 1 Austin Road West, Kowloon, Hong Kong

香港九龍柯士甸道西 1 號環球貿易廣場 21 樓

Date of Issue:	11 December 2017
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發出日期：	2017 年 12 月 11 日
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Date of Revision:	24 June 2020
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修改日期：	2020 年 6 月 24 日
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***Remarks:**

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

***備註：**

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」。