

招標文件第 4 號
Tender Document No. 4

公開招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTIES

BY WAY OF PUBLIC TENDER

有關

in respect of

新界沙田馬鞍山西沙路599號銀湖·天峰的以下單位

The following Unit(s) of Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories

單位 Units	住宅停車位 Residential Parking Spaces
第八座六十八樓H單位及其露台、工作平台及平台 Flat H with balcony, utility platform and flat roof(s) pertaining thereto on 68 th Floor of Tower 8	及 and 一樓A124及A125號 Nos. A124 and A125 on Level 1 Floor

公開招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

現招標承投購買以下物業，即：

Tenders are invited for the purchase of the following property(ies):-

新界沙田馬鞍山西沙路599號銀湖·天峰的以下單位

The following Unit(s) of Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories

單位 Units	住宅停車位 Residential Parking Spaces
第八座六十八樓H單位及其露台、工作平台及平台 Flat H with balcony, utility platform and flat roof(s) pertaining thereto on 68 th Floor of Tower 8	及 and 一樓A124及A125號 Nos. A124 and A125 on Level 1 Floor

招標開始及招標截止日期及時間載於銷售安排資料第 1 號

(但若在招標截止時限前物業已被撤回除外)

DATE AND TIME OF TENDER COMMENCEMENT AND CLOSING ARE SET OUT IN
THE INFORMATION ON SALES ARRANGEMENTS NO. 1

(UNLESS PREVIOUSLY WITHDRAWN)

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**銀湖·天峰投標書**」，並於載於銷售安排資料第1號之指定日子及時間內，提交至賣方位於香港九龍尖沙咀梳士巴利道尖沙咀中心12樓的辦事處。

Tenders must be submitted on the specified **Form of Tender** at the specified date and time as set out in the Information on Sales Arrangements No. 1 to the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for Lake Silver**”.

招標公告
TENDER NOTICE

1. 九廣鐵路公司(以下簡稱「賣方」)現按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(或一個或多個物業(如適用))(以下簡稱「本物業」)。

Kowloon-Canton Railway Corporation (the “Vendor”) invites tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the **Particulars of the Property(ties)** below (the “Property”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “Form of Tender”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) annexed hereto as **Appendix A** and **Appendix B** respectively.

物業詳情
PARTICULARS OF THE PROPERTY(IES)

新界沙田馬鞍山西沙路599號銀湖·天峰的以下單位
The following Unit(s) of Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories

單位 Units	住宅停車位 Residential Parking Spaces
第八座六十八樓H單位及其露台、工作平台及平台 Flat H with balcony, utility platform and flat roof(s) pertaining thereto on 68 th Floor of Tower 8	及 and 一樓A124及A125號 Nos. A124 and A125 on Level 1 Floor

-
2. (a) 賣方不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。
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.
- (b) 賣方保留權利在接受任何投標書之前的任何時候，撤回本物業不予出售。
The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale.
- (c) 賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間。

The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.

3. 投標者須注意以下事項：

Tenderers should note the following:

- (a) 中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及 (ii) 其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。

The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor.

- (b) 賣方律師，即何耀棣律師事務所，在本投標過程中並不代表任何投標者。

The Vendor's Solicitors, Gallant, do not act for any tenderers in the process of this tender.

4. 投標書必須：

A tender must be:

- (a) 採用未經修改的**投標表格及臨時合約**，由投標者填妥並簽署一式兩份；made in the **Form of Tender** (in **DUPLICATE**) and the **Preliminary Agreement** (in **DUPLICATE**) (all without any amendment) duly completed and signed by the tenderer;

Please do not date the Preliminary Agreement. However, please date the Form of Tender.

請勿於臨時合約填上日期，但請於簽署投標表格時填上簽署日期。

- (b) 放入普通信封內封密，信封面須清楚註明致予賣方及「**銀湖·天峰投標書**」；以及

enclosed in a sealed plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope with the words "**Tender for Lake Silver**"; and

- (c) 於下述招標開始日期及時間起至招標截止日期及時間為止，放入位於香港九龍尖沙咀梳士巴利道尖沙咀中心12樓賣方辦事處擺放的標示為「**投標箱**」的投標箱內：

placed in the Tender Box labelled "**Tender Box**" and placed at the office of the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong at or before the closing date and time of the tender set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於銷售安排資料第 1 號

As set out in the Information on Sales Arrangements No. 1;

招標截止日期及時間：

Closing date and time of the tender:

載於銷售安排資料第 1 號及/或任何其他由賣方藉其絕對權利及酌情決定權透過修改有關本物業(或任何其中的個別物業，如適用)的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業(或任何其中的個別物業，如適用)的實際招標截止日期及時間。

As set out in the Information on Sales Arrangements No. 1 and/or time as changed by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property (or any of the Property(ies), if applicable) at the Vendor's absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property (or any of the Property(ies), if applicable).

若黑色暴雨警告信號或八號或以上颱風信號在任何招標日的上午10時正至中午12時正期間發出，截標日期及時間將延至下一個在當天上午10時正至中午12時正期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的工作日(於臨時合約中給予該詞的涵義)的中午12時正。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 10:00 a.m. and 12:00 noon on any date of tender, the tender closing date and time will be extended to 12:00 noon on the next working day (as defined in the Preliminary Agreement) on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 10:00 a.m. and 12:00 noon.

5. 投標者在遞交投標書時，必須同時附上以下文件：

A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

- (a) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，金額為售價(具有臨時合約給予該詞的涵義)5%的銀行本票，作為臨時訂金，銀行本票抬頭為「何耀棣律師事務所」。

A cashier order in a sum which constitutes 5% of the Purchase Price (as defined in the Preliminary Agreement), such sum being the preliminary deposit for the tender, made payable to “**Gallant**” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

- (b) 已由投標者簽署的「有關連人士聲明」的確認書(按照附件 C 所列的格式)。
A “Declaration on Related Party” (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.

- (c) 已由投標者簽署的「對買方的警告」(按照**附件 D** 所列的格式)。
The “Warning to Purchasers” (in the form annexed hereto as **Appendix D**) duly signed by the tenderer.
- (d) 已由投標者簽署的「物業參觀確認函」(按照**附件 E** 所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.
- (e) 已由投標者簽署的「關於停車位的確認信」(按照**附件 F** 所列的格式)。
An “Acknowledgement Letter Regarding Parking Spaces” (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.
- (f) 已由投標者簽署的「關於以現狀購買該物業的確認信」(按照**附件 G** 所列的格式)。
An “Acknowledgement Letter Regarding Purchase of the Property on “As-is” Basis” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.
- (g) 已由投標者簽署的「關於印花稅的確認信」(按照**附件 H** 所列的格式)。
An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed hereto as **Appendix H**) duly signed by the tenderer.
- (h) 已由投標者簽署的「賣方資料表格」(按照**附件 I** 所列的格式)。
A “Vendor’s Information Form” (in the form annexed hereto as **Appendix I**) duly signed by the tenderer.
- (i) 已由投標者簽署的香港鐵路有限公司及九廣鐵路公司的「收集個人資料聲明」(按照**附件 J** 所列的格式)。
A “Personal Information Collection Statement” of MTR Corporation Limited and Kowloon-Canton Railway Corporation (in the form annexed hereto as **Appendix J**) duly signed by the tenderer.
- (j) 已由投標者簽署的「關於中介人的聲明」(按照**附件 K** 所列的格式)。
A “Declaration Regarding Intermediary” (in the form annexed hereto as **Appendix K**) duly signed by the tenderer.
- (k) 已由投標者簽署的信和地產代理有限公司的「收集個人資料聲明」(按照**附件 L** 所列的格式)。
A “Personal Information Collection Statement” of Sino Real Estate Agency Limited (in the form annexed hereto as **Appendix L**) duly signed by the tenderer.
- (l) 投標者委任之地產代理(如有)的牌照影印副本及名片。
A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.

- (m) 以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本各一份。

If the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of directors and the latest annual return of the tenderer and a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other documents mentioned in the above.

簽署本第 5 段提及之文件時，請填上簽署日期。

Please date the documents referred to in this paragraph 5 the date on which you sign the same.

6. 在賣方對收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時合約中提述之臨時訂金，並用以支付售價的部份款項。所有其他銀行本票將於下文第8條訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。

All cashier orders forwarded by the tenderers will be retained and will remain uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order submitted therewith will be treated as the Preliminary Deposit referred to in the Preliminary Agreement and applied in part payment of the Purchase Price. All other cashier orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.

7. 如投標書中的內容有任何修改，或會令投標者喪失資格。
Any amendments to and in a tender may cause the tender to be disqualified.
8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後的第十四天(簡稱「承約日期」)下午6時正或之前按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。

In consideration of the invitation for tender by the Vendor and the Vendor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, tenderers agree that their tenders shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender **at or before 6:00 pm on the 14th day after the closing date of the tender** (the "Acceptance Date").

9. 投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：
If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "Purchaser") and: -

- (a) 賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。賣方接受後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；
the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;
- (b) 賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及
the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and
- (c) 在臨時合約之日期後的5個工作日內，買方須簽署賣方律師訂定的正式買賣合約(「正式合約」)，該正式合約的條款不得修改。正式合約的文本格式存放在香港九龍尖沙咀梳士巴利道尖沙咀中心12樓，於**2020年3月3日至2020年5月1日上午10時正至下午5時正**期間以供閱覽。
within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase (the “Agreement”) in the form prepared by the Vendor’s Solicitors and none of the terms thereof may be altered and the form of the Agreement is available for inspection between **10:00 a.m. to 5:00 p.m. from 3 March 2020 to 1 May 2020** at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong.
10. 投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請聯絡賣方，地址為香港九龍尖沙咀梳士巴利道尖沙咀中心12樓（電話號碼：2721 8388）。
Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. All enquiries should be directed to the Vendor at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong (Telephone No. 2721 8388).
11. 賣方任何人員或代理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。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。
Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary

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 set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.

12. 臨時合約第9條提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為**附件D**。

A bilingual version of the “Warning to Purchasers” referred to in Clause 9 of the Preliminary Agreement is attached hereto as **Appendix D**.

13. 投標者可參閱售樓說明書以取得本物業的詳情。

Tenderers may refer to the sales brochure for details of the Property.

14. 如投標者多於一人，所有投標者須負有共同及個別的責任。

In the event that the tenderer is more than one person, the obligations and liabilities of the tenderer are joint and several.

15. 倘投標者經由地產代理（以下簡稱「**介紹人**」）介紹予賣方以入標認購本物業，投標者知悉和確認：

Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束。

the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

- (b) 投標者與介紹人或任何其他地產代理之任何纏繞，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及

the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

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

16. 時間在各方面均為要素。

Time shall in all respects be of the essence.

17. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2020年3月2日

Dated: 2 March 2020

投標表格 FORM OF TENDER

茲投標按照本投標表格，及分別附錄於本投標表格的招標公告(以下簡稱「**招標公告**」)及臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及條件承購位於新界沙田馬鞍山西沙路 599 號銀湖·天峰的以下單位(下文稱為「**本物業**」)

Tender for the purchase of the following Unit(s) of Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories (“**the Property**”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

致： 九廣鐵路公司(以下簡稱「**賣方**」)
c/o 信和地產代理有限公司

To: Kowloon-Canton Railway Corporation (the “**Vendor**”)
c/o Sino Real Estate Agency Limited

1. 本人/我們_____
- (香港身分證號碼_____ / 護照號碼_____ / 商業登記證號碼_____)
- 已閱讀招標公告和臨時合約，特此提出不可撤銷的要約:
- I/We, _____
- (HKID Card No(s)._____ / Passport No(s)._____ / Business Registration No._____), having read the Tender Notice and the Preliminary Agreement hereby irrevocably offer to purchase:

投標物業 Tendered Property(ies)	投標價 Tender Price
第八座六十八樓 H 單位及其露台、工作平台及平台及一樓住宅停車位 A124 及 A125 號 Flat H with balcony, utility platform and flat roof(s) pertaining thereto on 68 th Floor of Tower 8 and Residential Parking Spaces Nos. A124 and A125 on Level 1 Floor	Hong Kong Dollars/港幣 _____ _____ _____ HK\$_____

2. 如賣方接納本投標書，本物業的售價須由本人/我們，即買方，按以下方式付予賣方：

If this Tender is accepted by the Vendor, the Purchase Price of the Property shall be paid by me/us, the Purchaser, to the Vendor in the manner as follows:

- (a) 港幣_____元 於買方簽署臨時合約繳付
(即售價的 5%)
 - (b) 港幣_____元 於買方簽署臨時合約 60 天內繳付
(即售價的 5%)
 - (c) 港幣_____元 於買方簽署臨時合約 150 天內繳付
(即售價的 90%)
-
- (a) HK\$_____ shall be paid upon signing of the Preliminary Agreement
(equal to 5% of the Purchase Price) by the Vendor
 - (b) HK\$_____ shall be paid within 60 days after signing of the
(equal to 5% of the Purchase Price) Preliminary Agreement
 - (c) HK\$_____ shall be paid within 150 days after signing of the
(equal to 90% of the Purchase Price) Preliminary Agreement

3. 下列文件連同本投標書一併附上：

The following are enclosed with this Tender:-

- (a) 一張金額為港幣_____元(HK\$ _____)，
抬頭為「何耀棣律師事務所」的銀行本票(本票號碼：_____) (銀行：_____)，作為臨時訂金。
A Cashier Order (No. _____) (Bank: _____) in the sum of
Hong Kong Dollars: _____
(HK\$ _____), made payable to “Gallant” as preliminary
deposit.
- (b) 已由本人/我們簽署的「有關連人士聲明」(按照招標公告**附件 C** 所列的格式)。
A “Declaration on Related Party” (in the form annexed to the Tender Notice as
Appendix C) duly signed by me/us.
- (c) 已由本人/我們簽署的「對買方的警告」(按照招標公告**附件 D** 所列的格式)。
A “Warning to Purchasers” (in the form annexed to the Tender Notice as **Appendix D**) duly signed by me/us.

附件 Appendix A

- (d) 已由本人/我們簽署的「物業參觀確認函」(按照招標公告**附件 E** 所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as **Appendix E**) duly signed by me/us.
- (e) 由本人/我們簽署的「關於車位的確認信」(按照招標公告**附件 F** 所列的格式)。
An “Acknowledgement Letter Regarding Car Parking Spaces” (in the form annexed to the Tender Notice as **Appendix F**) duly signed by me/us.
- (f) 由本人/我們簽署的「關於以現狀購買該物業的確認信」(按照招標公告**附件 G** 所列的格式)。
An “Acknowledgement Letter Regarding Purchase of the Property on “As-is” Basis” (in the form annexed to the Tender Notice as **Appendix G**) duly signed by me/us.
- (g) 由本人/我們簽署的「關於印花稅的確認信」(按照招標公告**附件 H** 所列的格式)。
An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed to the Tender Notice as **Appendix H**) duly signed by me/us.
- (h) 由本人/我們簽署的「賣方資料表格」(按照**附件 I** 所列的格式)。
A “Vendor’s Information Form” (in the form annexed to the Tender Notice as **Appendix I**) duly signed by me/us.
- (i) 由本人/我們簽署的香港鐵路有限公司及九廣鐵路公司的「收集個人資料聲明」(按照**附件 J** 所列的格式)。
A “Personal Information Collection Statement” of MTR Corporation Limited and Kowloon-Canton Railway Corporation (in the form annexed to the Tender Notice as **Appendix J**) duly signed by me/us.
- (j) 由本人/我們簽署的「關於中介人的聲明」(按照招標公告**附件 K** 所列的格式)。
A “Declaration Regarding Intermediary” (in the form annexed to the Tender Notice as **Appendix K**) duly signed by me/us.
- (k) 由本人/我們簽署的信和地產代理有限公司的「收集個人資料聲明」(按照**附件 L** 所列的格式)。
A “Personal Information Collection Statement” of Sino Real Estate Agency Limited (in the form annexed to the Tender Notice as **Appendix L**) duly signed by my/us.
- (l) * 本人/我們委任之地產代理的牌照影印副本及名片。

附件 Appendix A

* A copy of the estate agent's licence and name card of the estate agent (if any) appointed by me/us.

(m) * 本人/我們的香港身份證/護照影印副本。

* A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s).

(n) * 我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及其他有關文件上簽署之授權之影印副本。

* A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents.

**** 如不適用，請刪除及在旁加簽***

**** Delete where inapplicable and initial against deletion***

4. 本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

附件 Appendix A

日期為 年 月 日。

Dated the day of .

投標者姓名
Name(s) of the Tenderer(s) : _____

投標者簽名
Signature(s) of the Tenderer(s) : _____

香港身份證號碼/ 護照號碼/ 商業登記證號碼 (連同其影印副本)
Hong Kong Identity Card(s) :
No(s)/Passport(s) No(s) / Business
Registration No.(with copy(ies)
attached hereto) _____

個人通訊地址/ 公司登記地址
Correspondence Address in Hong
Kong/Registered Office : _____

電話號碼
Telephone No(s). : _____

傳真號碼
Facsimile No(s). : _____

投標者聯絡人姓名
Name of Contact Person of the
Tenderer(s) : _____

擁有權種類
Type of Ownership :
*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數)
*as Sole Owner / Joint Tenants / Tenants in
Common (in equal shares)

** 如不適用，請刪除及在旁加簽*
***Delete where inapplicable and initial against
deletion***

投標者委任的地產代理(如有)
Estate Agent appointed by the
Tenderer(s) (if any) : _____

地產代理的牌照號碼
(連同牌照影印副本及名片)
Estate Agent's licence No. :
(with copy of the Estate Agent's
licence and name card attached hereto) _____

附件 Appendix A

投標者委任的地產代理之聯絡詳情
Contact Details of the Estate Agent
appointed by the Tenderer(s)

:

見證人簽名
Signature of Witness

:

見證人姓名
Name of Witness

:

見證人職業
Occupation of Witness

:

見證人地址
Address of Witness

:

投標表格 FORM OF TENDER

茲投標按照本投標表格，及分別附錄於本投標表格的招標公告(以下簡稱「**招標公告**」)及臨時買賣合約(以下簡稱「**臨時合約**」)所訂明的條款及條件承購位於新界沙田馬鞍山西沙路 599 號銀湖·天峰的以下單位(下文稱為「**本物業**」)

Tender for the purchase of the following Unit(s) of Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories (“**the Property**”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “**Tender Notice**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) as respectively annexed hereto.

致： 九廣鐵路公司(以下簡稱「**賣方**」)
c/o 信和地產代理有限公司

To: Kowloon-Canton Railway Corporation (the “**Vendor**”)
c/o Sino Real Estate Agency Limited

1. 本人/我們_____
- (香港身分證號碼_____ / 護照號碼_____ / 商業登記證號碼_____)
- 已閱讀招標公告和臨時合約，特此提出不可撤銷的要約:
- I/We, _____
- (HKID Card No(s)._____ / Passport No(s)._____ / Business Registration No._____), having read the Tender Notice and the Preliminary Agreement hereby irrevocably offer to purchase:

投標物業 Tendered Property(ies)	投標價 Tender Price
第八座六十八樓 H 單位及其露台、工作平台及平台及一樓住宅停車位 A124 及 A125 號 Flat H with balcony, utility platform and flat roof(s) pertaining thereto on 68 th Floor of Tower 8 and Residential Parking Spaces Nos. A124 and A125 on Level 1 Floor	Hong Kong Dollars/港幣 _____ _____ _____ HK\$_____

2. 如賣方接納本投標書，本物業的售價須由本人/我們，即買方，按以下方式付予賣方：

If this Tender is accepted by the Vendor, the Purchase Price of the Property shall be paid by me/us, the Purchaser, to the Vendor in the manner as follows:

- (a) 港幣_____元 於買方簽署臨時合約繳付
(即售價的 5%)
 - (b) 港幣_____元 於買方簽署臨時合約 60 天內繳付
(即售價的 5%)
 - (c) 港幣_____元 於買方簽署臨時合約 150 天內繳付
(即售價的 90%)
-
- (a) HK\$_____ shall be paid upon signing of the Preliminary Agreement
(equal to 5% of the Purchase Price) by the Vendor
 - (b) HK\$_____ shall be paid within 60 days after signing of the
(equal to 5% of the Purchase Price) Preliminary Agreement
 - (c) HK\$_____ shall be paid within 150 days after signing of the
(equal to 90% of the Purchase Price) Preliminary Agreement

3. 下列文件連同本投標書一併附上：

The following are enclosed with this Tender:-

- (a) 一張金額為港幣_____元(HK\$ _____)，
抬頭為「何耀棣律師事務所」的銀行本票(本票號碼：_____) (銀行：_____)，作為臨時訂金。
A Cashier Order (No. _____) (Bank: _____) in the sum of
Hong Kong Dollars: _____
(HK\$ _____), made payable to “Gallant” as preliminary
deposit.
- (b) 已由本人/我們簽署的「有關連人士聲明」(按照招標公告**附件 C** 所列的格式)。
A “Declaration on Related Party” (in the form annexed to the Tender Notice as
Appendix C) duly signed by me/us.
- (c) 已由本人/我們簽署的「對買方的警告」(按照招標公告**附件 D** 所列的格式)。
A “Warning to Purchasers” (in the form annexed to the Tender Notice as **Appendix D**) duly signed by me/us.

附件 Appendix A

- (d) 已由本人/我們簽署的「物業參觀確認函」(按照招標公告**附件 E** 所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as **Appendix E**) duly signed by me/us.
- (e) 由本人/我們簽署的「關於車位的確認信」(按照招標公告**附件 F** 所列的格式)。
An “Acknowledgement Letter Regarding Car Parking Spaces” (in the form annexed to the Tender Notice as **Appendix F**) duly signed by me/us.
- (f) 由本人/我們簽署的「關於以現狀購買該物業的確認信」(按照招標公告**附件 G** 所列的格式)。
An “Acknowledgement Letter Regarding Purchase of the Property on “As-is” Basis” (in the form annexed to the Tender Notice as **Appendix G**) duly signed by me/us.
- (g) 由本人/我們簽署的「關於印花稅的確認信」(按照招標公告**附件 H** 所列的格式)。
An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed to the Tender Notice as **Appendix H**) duly signed by me/us.
- (h) 由本人/我們簽署的「賣方資料表格」(按照**附件 I** 所列的格式)。
A “Vendor’s Information Form” (in the form annexed to the Tender Notice as **Appendix I**) duly signed by me/us.
- (i) 由本人/我們簽署的香港鐵路有限公司及九廣鐵路公司的「收集個人資料聲明」(按照**附件 J** 所列的格式)。
A “Personal Information Collection Statement” of MTR Corporation Limited and Kowloon-Canton Railway Corporation (in the form annexed to the Tender Notice as **Appendix J**) duly signed by me/us.
- (j) 由本人/我們簽署的「關於中介人的聲明」(按照招標公告**附件 K** 所列的格式)。
A “Declaration Regarding Intermediary” (in the form annexed to the Tender Notice as **Appendix K**) duly signed by me/us.
- (k) 由本人/我們簽署的信和地產代理有限公司的「收集個人資料聲明」(按照**附件 L** 所列的格式)。
A “Personal Information Collection Statement” of Sino Real Estate Agency Limited (in the form annexed to the Tender Notice as **Appendix L**) duly signed by my/us.
- (l) * 本人/我們委任之地產代理的牌照影印副本及名片。

附件 Appendix A

* A copy of the estate agent's licence and name card of the estate agent (if any) appointed by me/us.

(m) * 本人/我們的香港身份證/護照影印副本。

* A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s).

(n) * 我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及其他有關文件上簽署之授權之影印副本。

* A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents.

**** 如不適用，請刪除及在旁加簽***

**** Delete where inapplicable and initial against deletion***

4. 本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。

I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.

附件 Appendix A

日期為 年 月 日。

Dated the day of .

投標者姓名
Name(s) of the Tenderer(s) : _____

投標者簽名
Signature(s) of the Tenderer(s) : _____

香港身份證號碼/ 護照號碼/ 商業登記證號碼 (連同其影印副本)
Hong Kong Identity Card(s) :
No(s)/Passport(s) No(s) / Business
Registration No.(with copy(ies)
attached hereto) _____

個人通訊地址/ 公司登記地址
Correspondence Address in Hong
Kong/Registered Office : _____

電話號碼
Telephone No(s). : _____

傳真號碼
Facsimile No(s). : _____

投標者聯絡人姓名
Name of Contact Person of the
Tenderer(s) : _____

擁有權種類
Type of Ownership :
*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數)
*as Sole Owner / Joint Tenants / Tenants in
Common (in equal shares)

**** 如不適用，請刪除及在旁加簽
Delete where inapplicable and initial against
deletion***

投標者委任的地產代理(如有)
Estate Agent appointed by the
Tenderer(s) (if any) : _____

地產代理的牌照號碼
(連同牌照影印副本及名片)
Estate Agent's licence No. :
(with copy of the Estate Agent's
licence and name card attached hereto) _____

附件 Appendix A

投標者委任的地產代理之聯絡詳情
Contact Details of the Estate Agent
appointed by the Tenderer(s)

:

見證人簽名
Signature of Witness

:

見證人姓名
Name of Witness

:

見證人職業
Occupation of Witness

:

見證人地址
Address of Witness

:

臨時買賣合約 (下稱「臨時合約」)

Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”)

編號: No. _____

日期 Date: _____

賣方 Vendor	:	九廣鐵路公司 Kowloon-Canton Railway Corporation
賣方律師 Vendor's Solicitors	:	何耀棣律師事務所 Gallant 電話 Tel: 25263336
銷售代表 Sales Agent	:	信和地產代理有限公司 Sino Real Estate Agency Limited 電話 Tel: (852) 2721 8388 (地產代理(公司)牌照號碼 Estate Agents Licence (Company) No. : C-005086)

買方 Purchaser(s):	身份證/商業登記證號碼 I.D. Card/BR No.:
買方通訊/註冊地址 Purchaser's Correspondence/Registered Address:	買方電話 Purchaser's Telephone No:

發展項目期數名稱及郵寄地址 Name & Postal Address of the Phase of the Development:	銀湖·天峰 新界沙田馬鞍山西沙路 599 號 (“該期數”) Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories ("the Phase") (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
---	--

物業("本物業")的資料 Details of the Property (the "Property")	座 Tower	樓 Floor	單位 Flat	住宅停車位 Residential Parking Space	售價 Purchase Price
	8	68	H	A124 & A125 on Level 1 Floor	港幣 HK\$

總售價 Total Purchase Price: (「售價」 "Purchase Price")	港幣 HK\$	並須由買方按以下方式付予賣方 - which shall be paid by the Purchaser to the Vendor in the manner as follows-
--	---------	---

付款辦法 Payment Terms:

臨時訂金 Preliminary Deposit	港幣 HK\$	即售價的 5%，須於簽署本臨時合約時支付。 equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement.
加付訂金 Further Deposit	港幣 HK\$	即售價的 5%，須於簽署本臨時合約的日期後 60 天內支付。 equal to 5% of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement
售價餘款 Balance payment	港幣 HK\$	即售價的 90%，須於簽署本臨時合約的日期後 150 天內支付。 equal to 90% of the Purchase Price shall be paid within 150 days after the date of this Preliminary Agreement

成交日期 Date of Completion:	
--------------------------	--

按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 – It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed – (a) 由買方於 [] (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及 by the Purchaser on or before [] (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (b) 由賣方於 [] (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。 by the Vendor on or before [] (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
--

臨時訂金經已收妥此據 Received the preliminary deposit	港幣 HK\$
---	---------

銀行本票/支票號碼 Cashier Order / Cheque No.	(交來支票/本票以銀行過數作實) (Cheque/Cashier Order, subject to Bank Clearance)
---	---

賣方及買方於此同意根據以上條款及條件及刊載於後頁的「其他條款及條件」出售及購買本物業。 The Vendor agrees to sell and the Purchaser agrees to purchase the Property on above terms and conditions and the Other Terms and Conditions printed on the next pages.
--

買方簽署 Purchaser(s)	代表賣方簽署 For and on behalf of Vendor 信和地產代理有限公司 Sino Real Estate Agency Limited
-------------------	--

其他條款及條件 Other Terms and Conditions:

1. 在本臨時合約中 -
In this Preliminary Agreement -
(a)“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；(b)“工作日”具有該條例第 2(1)條給予該詞的涵義；(c)附表一第(a)段所指的項目的樓面面積，按照該條例第 8(3)條計算；及(d)附表一第(b)段所指的項目的面積，按照該條例附表 2 第 2 部計算。
(a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621); (b) "working day" has the meaning given by section 2(1) of that Ordinance; (c) the floor area of an item under paragraph (a) of Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and (d) the area of an item under paragraph (b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*賣方 / 買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *the Vendor / the Purchaser.
4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*賣方 / 買方承擔。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *the Vendor / the Purchaser.
5. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
(a) 本臨時合約即告終止；
(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。
(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.
6. 本物業的度量尺寸如下 - The measurements of the Property are as follows -
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。為免生疑，在本第 6 條及「附表 1」的文意中，「本物業」並不包括在上述「物業的資料」中構成獨立單位之住宅停車位。
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement. For the avoidance of doubt, in the context of this Clause 6 and "Schedule 1", the "Property" excludes the residential parking spaces constituting separate units described in "Details of the Property" above.
7. 本物業買賣所包括的裝置、裝修物料及設備如下 -
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
8. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
9. 買方已確認收到第 10 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
10. 就第 9 條而言，“對買方的警告”內容如下 -
For the purposes of clause 9, the following is the "Warning to Purchasers" -
(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.

11. 本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業其內之裝置、裝修物料及設備現時之情況。

The Property is sold on "as-is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property and the fittings, finishes and appliances therein and takes them as they stand.

12. 買賣雙方同意於成交日期或之前於辦公時間(上午 9 時 30 分至下午 4 時 30 分)內在賣方律師辦公地點完成交易本物業。

The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours (9:30 a.m. to 4:30 p.m.) on or before the Date of Completion.

13. 除正式合約另有規定外，在買賣合約完成時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

14. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.

15. 買方須於簽訂本臨時合約後的五個工作天內，於辦公時間到賣方律師行(若買方自行聘請律師，則到有關律師行)簽署一份正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。

The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.

16. 正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百份之十之款項及買方須承擔賣方取消正式合約之律師費及有關費用（包括如須繳付之印花稅）。

The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.

17. 買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方將不接受買方的授權人、信託人、代理人或任何形式的提名人代其簽署本臨時合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。

It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee, agent or nominee of any kind whatsoever of the Purchaser shall be accepted by the Vendor for the purpose of signing this Preliminary Agreement. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the purchase price payable upon signing of the Agreement.

18. 於此買賣交易中買方須負責繳付所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (a) 有關草擬大廈公契及管理合約(「公契」)費用及附於該文件之圖則之費用的適當分攤;(b)業權文件認正本之一切費用;(c) 本物業的正式合約及轉讓契之圖則費;(d) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用;及(e)本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前,按照正式合約及公契向賣方或管理公司補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜,則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑,買方在任何情況下均需負責支付上述 (a) 至 (e) 項。
The Purchaser shall solely bear and pay all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (a) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement (“DMC”) and the plans to be attached to the DMC, (b) all costs for preparing certified copies of title deeds and documents of the Property, (c) all plan fees for plans to be annexed to the Agreement and the Assignment, (d) all stamp duty (including without limitation special stamp duty, buyer’s stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (e) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors’ cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (a) to (e) listed above in any case.
19. 加付訂金、售價的任何部份及餘款及印花稅,必須以香港持牌銀行所發出的本票或書面保付的支票,並以賣方律師行作抬頭人支付。
All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier’s order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s solicitors for the relevant amount.
20. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內,賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
21. 本臨時合約所列之時間或時限乃本合約要素,必須嚴謹遵守。
Time shall in every respect be of the essence of this Preliminary Agreement.
22. 若賣方在本物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.
23. 賣方在此保留根據正式合約修改與本物業和/或該期數有關的圖則的權利,惟賣方將事先取得政府有關部門的批准(若需要)。
The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Phase in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
24. 本臨時合約簽訂前,買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
25. 買方如有更改通訊地址或電話號碼,須立即以書面通知賣方。
The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
26. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
27. 如本臨時合約下的本物業包括住宅物業也同時包括任何住宅停車位,本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
If the Property under this Preliminary Agreement consists of a residential property as well as any Residential Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
- 28.

買方須與賣方在正式買賣合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人或其他承讓人 (i) 在以後的轉售合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項，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履行本條(i)項中的責任。

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 whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), 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 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 affect as item (i) above of this clause.

*將不適用者刪去。 Delete as appropriate.

附表一 Schedule 1

本物業的量度尺寸如下:-

The measurements of the Property are as follow:-

大廈 Tower 8 座 Floor 68 樓 Flat H 單位

(a) the saleable area of the Property is 本物業的實用面積為-

<u>146.566</u>	平方米 square metres/	<u>1,578</u>	平方呎，其中 square feet of which -
<u>3.936</u>	平方米 square metres/	<u>42</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are –

空調機房的面積為 the area of the air-conditioning plant room is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>5.448</u>	平方米 square metres/	<u>59</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>101.123</u>	平方米 square metres/	<u>1,088</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>5.398</u>	平方米 square metres/	<u>58</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>5.547</u>	平方米 square metres/	<u>60</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

附表二 Schedule 2

裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

外牆	: 牆身鋪砌瓷磚及金屬板。
External Wall	: Finished with ceramic tiles and metal cladding.
窗	: 鋁質窗框配顏色玻璃。
Window	: Aluminium window frames and tinted glass for windows.
內牆	: 客廳、飯廳及睡房：外露位置批盪後再髹乳膠漆。
Internal wall	: Living room, dining room and bedrooms: Plastered and painted with emulsion paint where exposed.
地板	: 客廳、飯廳及睡房：高溫磚連木腳線。
Flooring	: Living room, dining room and bedrooms: Homogeneous tiles with timber skirting.
天花	: 客廳、飯廳及睡房：外露位置批盪後再髹乳膠漆。
Ceiling	: Living room, dining room and bedrooms: Plastered and painted with emulsion paint where exposed
大門	: 木飾面實心木門防盜眼及配門鎖。
Entrance Door	: Solid-core veneered door with eye viewer and door lock is provided.
浴室	: 牆身外露位置鋪砌雲石、鏡、瓷磚至假天花；金屬假天花；地台外露位置鋪砌雲石。
Bathroom	: Walls: Marble, mirror and ceramic tiles to exposed surface up to false ceiling level; Ceiling: Metal false ceiling; Floor: Marble flooring to exposed surface.
廚房	: 牆身外露位置鋪砌瓷磚至假天花；地台外露位置鋪砌石材；金屬假天花；灶台選用實心無縫材料檯面。
Kitchen	: Walls: Ceramic tiles to exposed surface up to false ceiling level; Floor: Stone to exposed surface; Ceiling: Metal false ceiling; Cooking Bench: Solid material worktop.
設備	: 抽油煙機、煤氣煮食爐、電焗爐、微波爐、冰箱、二合一洗衣乾衣機、通風排氣風扇、分體式冷氣機、煤氣熱水爐
Appliances	: Cooking Hood, Gas Cooking Hob, Electric Oven, Microwave Oven, Refrigerator, Washer and Dryer, Ventilation Exhaust Fan, Split Type Air-conditioner, Gas Water Heater

臨時買賣合約 (下稱「臨時合約」)

Preliminary Agreement for Sale and Purchase (“Preliminary Agreement”)

編號: No. _____

日期 Date: _____

賣方 Vendor	:	九廣鐵路公司 Kowloon-Canton Railway Corporation
賣方律師 Vendor's Solicitors	:	何耀棣律師事務所 Gallant 電話 Tel: 25263336
銷售代表 Sales Agent	:	信和地產代理有限公司 Sino Real Estate Agency Limited 電話 Tel: (852) 2721 8388 (地產代理(公司)牌照號碼 Estate Agents Licence (Company) No. : C-005086)

買方 Purchaser(s):	身份證/商業登記證號碼 I.D. Card/BR No.:
買方通訊/註冊地址 Purchaser's Correspondence/Registered Address:	買方電話 Purchaser's Telephone No:

發展項目期數名稱及郵寄地址 Name & Postal Address of the Phase of the Development:	銀湖·天峰 新界沙田馬鞍山西沙路 599 號 (“該期數”) Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories ("the Phase") (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
---	--

物業("本物業")的資料 Details of the Property (the "Property")	座 Tower	樓 Floor	單位 Flat	住宅停車位 Residential Parking Space	售價 Purchase Price
	8	68	H	A124 & A125 on Level 1 Floor	港幣 HK\$

總售價 Total Purchase Price: (「售價」 "Purchase Price")	港幣 HK\$	並須由買方按以下方式付予賣方 - which shall be paid by the Purchaser to the Vendor in the manner as follows-
--	---------	---

付款辦法 Payment Terms:

臨時訂金 Preliminary Deposit	港幣 HK\$	即售價的 5%，須於簽署本臨時合約時支付。 equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement.
加付訂金 Further Deposit	港幣 HK\$	即售價的 5%，須於簽署本臨時合約的日期後 60 天內支付。 equal to 5% of the Purchase Price shall be paid within 60 days after the date of this Preliminary Agreement
售價餘款 Balance payment	港幣 HK\$	即售價的 90%，須於簽署本臨時合約的日期後 150 天內支付。 equal to 90% of the Purchase Price shall be paid within 150 days after the date of this Preliminary Agreement

成交日期 Date of Completion:	
--------------------------	--

按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 – It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed – (a) 由買方於 [] (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及 by the Purchaser on or before [] (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (b) 由賣方於 [] (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。 by the Vendor on or before [] (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
--

臨時訂金經已收妥此據 Received the preliminary deposit	港幣 HK\$
---	---------

銀行本票/支票號碼 Cashier Order / Cheque No.	(交來支票/本票以銀行過數作實) (Cheque/Cashier Order, subject to Bank Clearance)
---	---

賣方及買方於此同意根據以上條款及條件及刊載於後頁的「其他條款及條件」出售及購買本物業。 The Vendor agrees to sell and the Purchaser agrees to purchase the Property on above terms and conditions and the Other Terms and Conditions printed on the next pages.
--

買方簽署 Purchaser(s)	代表賣方簽署 For and on behalf of Vendor 信和地產代理有限公司 Sino Real Estate Agency Limited
-------------------	--

其他條款及條件 Other Terms and Conditions:

1. 在本臨時合約中 -
In this Preliminary Agreement -
(a)“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；(b)“工作日”具有該條例第 2(1)條給予該詞的涵義；(c)附表一第(a)段所指的項目的樓面面積，按照該條例第 8(3)條計算；及(d)附表一第(b)段所指的項目的面積，按照該條例附表 2 第 2 部計算。
(a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621); (b) "working day" has the meaning given by section 2(1) of that Ordinance; (c) the floor area of an item under paragraph (a) of Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and (d) the area of an item under paragraph (b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
3. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由*賣方 / 買方承擔。
The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *the Vendor / the Purchaser.
4. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由*賣方 / 買方承擔。
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by *the Vendor / the Purchaser.
5. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
(a) 本臨時合約即告終止；
(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。
(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.
6. 本物業的度量尺寸如下 - The measurements of the Property are as follows -
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。為免生疑，在本第 6 條及「附表 1」的文意中，「本物業」並不包括在上述「物業的資料」中構成獨立單位之住宅停車位。
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement. For the avoidance of doubt, in the context of this Clause 6 and "Schedule 1", the "Property" excludes the residential parking spaces constituting separate units described in "Details of the Property" above.
7. 本物業買賣所包括的裝置、裝修物料及設備如下 -
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
8. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
9. 買方已確認收到第 10 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。
The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
10. 就第 9 條而言，“對買方的警告”內容如下 -
For the purposes of clause 9, the following is the "Warning to Purchasers" -
(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.

11. 本物業以現狀形式出售。買方同意及承認已到上述物業實地視察，並清楚及接受上述物業其內之裝置、裝修物料及設備現時之情況。

The Property is sold on "as-is" basis. The Purchaser agrees and acknowledges that he has duly inspected the Property and the fittings, finishes and appliances therein and takes them as they stand.

12. 買賣雙方同意於成交日期或之前於辦公時間(上午 9 時 30 分至下午 4 時 30 分)內在賣方律師辦公地點完成交易本物業。

The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitor during office hours (9:30 a.m. to 4:30 p.m.) on or before the Date of Completion.

13. 除正式合約另有規定外，在買賣合約完成時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

14. 儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.

15. 買方須於簽訂本臨時合約後的五個工作天內，於辦公時間到賣方律師行(若買方自行聘請律師，則到有關律師行)簽署一份正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。

The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.

16. 正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百份之十之款項及買方須承擔賣方取消正式合約之律師費及有關費用（包括如須繳付之印花稅）。

The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 10% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.

17. 買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方將不接受買方的授權人、信託人、代理人或任何形式的提名人代其簽署本臨時合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。

It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee, agent or nominee of any kind whatsoever of the Purchaser shall be accepted by the Vendor for the purpose of signing this Preliminary Agreement. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the purchase price payable upon signing of the Agreement.

18. 於此買賣交易中買方須負責繳付所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (a) 有關草擬大廈公契及管理合約(「公契」)費用及附於該文件之圖則之費用的適當分攤;(b)業權文件認正本之一切費用;(c) 本物業的正式合約及轉讓契之圖則費;(d) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用;及(e)本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前,按照正式合約及公契向賣方或管理公司補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜,則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑,買方在任何情況下均需負責支付上述 (a) 至 (e) 項。
The Purchaser shall solely bear and pay all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (a) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement (“DMC”) and the plans to be attached to the DMC, (b) all costs for preparing certified copies of title deeds and documents of the Property, (c) all plan fees for plans to be annexed to the Agreement and the Assignment, (d) all stamp duty (including without limitation special stamp duty, buyer’s stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (e) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the management company advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors’ cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (a) to (e) listed above in any case.
19. 加付訂金、售價的任何部份及餘款及印花稅,必須以香港持牌銀行所發出的本票或書面保付的支票,並以賣方律師行作抬頭人支付。
All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier’s order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor’s solicitors for the relevant amount.
20. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內,賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its Sales Agent may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
21. 本臨時合約所列之時間或時限乃本合約要素,必須嚴謹遵守。
Time shall in every respect be of the essence of this Preliminary Agreement.
22. 若賣方在本物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
The Purchaser shall raise no objection if the Vendor’s interest in the Property is an equitable interest and not a legal estate.
23. 賣方在此保留根據正式合約修改與本物業和/或該期數有關的圖則的權利,惟賣方將事先取得政府有關部門的批准(若需要)。
The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Phase in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
24. 本臨時合約簽訂前,買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
25. 買方如有更改通訊地址或電話號碼,須立即以書面通知賣方。
The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
26. 本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
27. 如本臨時合約下的本物業包括住宅物業也同時包括任何住宅停車位,本物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
If the Property under this Preliminary Agreement consists of a residential property as well as any Residential Parking Space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
- 28.

買方須與賣方在正式買賣合約中訂明，若買方轉售本物業或將買賣合約權益轉讓予第三者，則每個轉購人、受贈人、代辦人或其他承讓人 (i) 在以後的轉售合約中列明所有確認人、委任人及其他買、賣本物業或任何相關利益人士的詳細資料(包括身份証號碼及地址)，及全數金額或其他代價，包括任何佣金、訂購或代理費用、或任何在期間交易所需繳付予任何人士的款項，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履行本條(i)項中的責任。

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 whomsoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including identity card numbers and full address), 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 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 affect as item (i) above of this clause.

*將不適用者刪去。 Delete as appropriate.

附表一 Schedule 1

本物業的量度尺寸如下:-

The measurements of the Property are as follow:-

大廈 Tower 8 座 Floor 68 樓 Flat H 單位

(a) the saleable area of the Property is 本物業的實用面積為-

<u>146.566</u>	平方米 square metres/	<u>1,578</u>	平方呎，其中 square feet of which -
<u>3.936</u>	平方米 square metres/	<u>42</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	平方呎為陽台的樓面面積；及 square feet is the floor area of the verandah; and

(b) 其他量度尺寸為 other measurements are –

空調機房的面積為 the area of the air-conditioning plant room is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>5.448</u>	平方米 square metres/	<u>59</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>101.123</u>	平方米 square metres/	<u>1,088</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>5.398</u>	平方米 square metres/	<u>58</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>5.547</u>	平方米 square metres/	<u>60</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

附表二 Schedule 2

裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

外牆	: 牆身鋪砌瓷磚及金屬板。
External Wall	: Finished with ceramic tiles and metal cladding.
窗	: 鋁質窗框配顏色玻璃。
Window	: Aluminium window frames and tinted glass for windows.
內牆	: 客廳、飯廳及睡房：外露位置批盪後再髹乳膠漆。
Internal wall	: Living room, dining room and bedrooms: Plastered and painted with emulsion paint where exposed.
地板	: 客廳、飯廳及睡房：高溫磚連木腳線。
Flooring	: Living room, dining room and bedrooms: Homogeneous tiles with timber skirting.
天花	: 客廳、飯廳及睡房：外露位置批盪後再髹乳膠漆。
Ceiling	: Living room, dining room and bedrooms: Plastered and painted with emulsion paint where exposed
大門	: 木飾面實心木門防盜眼及配門鎖。
Entrance Door	: Solid-core veneered door with eye viewer and door lock is provided.
浴室	: 牆身外露位置鋪砌雲石、鏡、瓷磚至假天花；金屬假天花；地台外露位置鋪砌雲石。
Bathroom	: Walls: Marble, mirror and ceramic tiles to exposed surface up to false ceiling level; Ceiling: Metal false ceiling; Floor: Marble flooring to exposed surface.
廚房	: 牆身外露位置鋪砌瓷磚至假天花；地台外露位置鋪砌石材；金屬假天花；灶台選用實心無縫材料檯面。
Kitchen	: Walls: Ceramic tiles to exposed surface up to false ceiling level; Floor: Stone to exposed surface; Ceiling: Metal false ceiling; Cooking Bench: Solid material worktop.
設備	: 抽油煙機、煤氣煮食爐、電焗爐、微波爐、冰箱、二合一洗衣乾衣機、通風排氣風扇、分體式冷氣機、煤氣熱水爐
Appliances	: Cooking Hood, Gas Cooking Hob, Electric Oven, Microwave Oven, Refrigerator, Washer and Dryer, Ventilation Exhaust Fan, Split Type Air-conditioner, Gas Water Heater

Declaration on Related Party 有關連人士聲明

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 ("Phase" "期數")	Lake Silver 銀湖·天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山西沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
The Property 該物業	Tower <u>8</u> 座 Floor <u>68</u> 樓 Flat <u>H</u> 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 1 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

The Purchaser(s) hereby make the following declaration on related party: 買方確認作出以下關於有關連人士的聲明:

Are you a related party* to Kowloon-Canton Railway Corporation (as "owner"[#]) and/or Shine Harvest International Limited (as "person so engaged"[^]) (collectively the "vendor") for the purpose of the Residential Properties (First-hand Sales) Ordinance (the "Ordinance")? 就《一手住宅物業銷售條例》(「條例」)而言,買方是否九廣鐵路公司(作為「擁有人」[#])及/或順豐國際有限公司(作為「如此聘用的人」[^])(統稱為「賣方」)的有關連人士*?

Yes 是 ☐ / No 否 ☐ (Please "✓" 請選擇)

[#]"Owner" means the legal or beneficial owner of the Phase; and
「擁有人」指期數的法律上的擁有人或實益擁有人;及

[^]"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.
「如此聘用的人」指獲擁有人聘用以統籌和監管有關期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

* In respect of the Phase and for the purpose of the Ordinance, a person is a related party to the vendor if the person is – (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

就期數及該條例而言,如有以下情況,某人即屬賣方的有關連人士:該人是 – (i)該賣方的董事,或該董事的父母、配偶或子女;(ii)該賣方的經理;(iii)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;(iv)該賣方的有聯繫法團或控股公司;(v)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 (vi)上述有聯繫法團或控股公司的經理。

Remarks:

"holding company of that vendor" means -

Holding Company of the Owner (Kowloon-Canton Railway Corporation): Not applicable

Any of the Holding Companies of the Person so engaged (Shine Harvest International Limited): Treford Investment Limited, King Chance Development Limited, Sino Land Company Limited, Tsim Sha Tsui Properties Limited

"associate corporation", in relation to a corporation or specified body, means -

(a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body;

"manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); "private company" has the meaning given by section 11 of the Companies Ordinance (Cap 622); and "subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap 622).

備註:

“賣方的控股公司”指 –

擁有人(九廣鐵路公司)的控股公司: 不適用

如此聘用的人(順豐國際有限公司)的控股公司其中之一: Treford Investment Limited, 會連發展有限公司, 信和置業有限公司, 尖沙咀置業集團有限公司

“有聯繫法團”就某法團或指明團體而言,指 – (a) 該法團或指明團體的附屬公司;或 (b) 該法團或指明團體的控股公司的附屬公司; “經理”具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義; “私人公司”具有《公司條例》(第 622 章)第 11 條給予該詞的涵義;及 “附屬公司”指《公司條例》(第 622 章)所指的附屬公司。

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

Signed by the Purchaser(s) 買方簽署

Date 日期:

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

Name of the Phase 期數名稱：Lake Silver 銀湖·天峰 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)

Address 地址：No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山西沙路 599 號

Property 本物業：Tower 8 座 Floor 68 樓 Flat H 單位 and 及

Residential Parking Spaces 住宅停車位 Nos. A124 and 及 A125 號 on 於 Floor Level 1 樓

1. 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。
2. 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。
3. 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。
4. 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。
5. You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signature(s) of Purchaser(s) 買方簽署：_____

Name(s) of Purchaser(s)

買方姓名：_____

HKID No(s)/ Passport No(s)/ Business Registration No(s).:

香港身份證號碼 / 護照號碼 / 商業登記證號碼：_____

Acknowledgement Letter for Properties Viewing 物業參觀確認函

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 (“Phase” 「期數」)	Lake Silver 銀湖·天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
The Property 該物業	Tower <u>8</u> 座 Floor <u>68</u> 樓 Flat <u>H</u> 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 1 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們即下述簽署人，在簽署該物業之臨時買賣合約之前謹此確認以下事項：

Please specify 請選擇:

I / We hereby confirm that the Vendor has made the Property available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 本人／我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人／我們參觀：

- ☐ and I / we have viewed the Property on the date stated below prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 且本人／我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過該物業。
Date of viewing of the Property 參觀該物業日期: _____

OR 或

- ☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Acknowledgement Letter Regarding Parking Spaces 關於停車位的確認信

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 (“Phase” “期數”)	Lake Silver 銀湖 · 天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 (“the Lot”) 興建於沙田市地段第 530 號(“該地段”)上的發展項目的第二期)
The Property 該物業	Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 1 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

1. I/We, acknowledge and confirm that prior to the signing of the Preliminary Agreement for Sale and Purchase of the Property, your sales agent has fully explained to me/us that according to the provisions of the Government Grant and the Deed of Mutual Covenant and Management Agreement of the Lot. (1) the residential parking spaces of the Phase shall not be assigned except (a) together with undivided shares of a residential unit or units of the Phase or (b) to a person who is already the owner of undivided shares of a residential unit or units of the Phase; (2) the residential parking spaces of the Phase shall not be underlet except to residents of the residential units of the Phase; (3) the residential parking spaces of the Phase shall not be used for any purpose other than for the parking of motor vehicles belonging to the residents of the Phase; (4) not more than three of the residential parking spaces of the Phase shall be assigned or underlet to the owner or resident of any one residential unit of the Phase except with the prior written consent of the Director of Lands; and (5) the motor cycle units shall not be used for any purpose other than for the parking of motor cycles belonging to the residents and occupiers of the Phase and their bona fide guests and visitors.

本人/我們謹此敬悉及確認在簽署該物業之臨時買賣合約之前，賣方之銷售代理已向本人/我們詳細解釋根據該地段之地契以及該項目之公共契約及管理協議之條款，(1)期數之住宅停車位不能轉讓，除非(a)連同期數之住宅單位之不可分割業權一併購入；或(b)售予一位已經擁有期數住宅單位之不可分割業權的業主；(2) 期數之住宅停車位不能分租，除非租予期數之住宅單位之住戶；(3)期數之住宅停車位只可用於停泊屬於期數之住宅單位之住戶之車輛；(4) 在未得到地政總署署長的書面同意前，任何一個住宅單位的業主或住客都不可擁有或租用超過 3 個住宅停車位；及(5)電單車位只可用於停泊屬於期數之住宅之住戶或用戶及其真正賓客及探訪者之電單車輛。

2. I/We agree to comply with the provisions of the said Government Grant and the Deed of Mutual Covenant and Management Agreement mentioned in clause 1 hereof.

本人/我們同意遵守第一條所述之地契以及該項目之公共契約及管理協議之條款。

3. Notwithstanding anything contained herein or in the Preliminary Agreement for Sale and Purchase, I/we expressly agree and accept that there may exist overhead or underneath the Property pipings, drains, cables, wires and/or any other fixtures, fittings or installations not serving the Property and there may also exist drainage channels and/or channel covers within the Property and that no requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof.

即使本函或臨時買賣合約有其他規定，本人/我們仍僅此明示同意並接受在該物業之上方或下面，可能有非供該物業使用的管道、溝渠、電纜、電線及/或其他固定裝置、裝飾或設備存在，亦可能有排水管道及/或管道蓋位於該物業範圍內，本人/我們不得為此提出要求、反對或索償，賣方亦不會接納該等要求、反對或索償。

4. I/We, acknowledge and confirm that the Property is/are sold on its/their existing state and condition and the car park plan(s) is/are for reference only and I/we have been advised to make physical inspection of the Property prior to the signing of the Preliminary Agreement for Sale and Purchase.

本人/我們僅此敬悉及確認該物業是以現狀出售，而停車位圖則僅供參考，本人/我們已獲建議在簽署臨時買賣合約之前視察該物業之現狀。

5. The Chinese translation of this Letter is for reference only. In case of any discrepancy between the two versions, the English version shall prevail.

本函中文譯本僅供參考，如中英文版釋義有所不同，概以英文版為準。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Acknowledgement Letter Regarding Purchase of the Property on “As-is” Basis
關於以現狀購買該物業的確認信

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 ("Phase" "期數")	Lake Silver 銀湖 · 天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山西沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
The Property 該物業	Tower <u>8</u> 座 Floor <u>68</u> 樓 Flat <u>H</u> 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 1 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

I/We, the undersigned, hereby acknowledge, agree and confirm the followings:
本人/我們，即下述簽署人，謹此確認、同意及認定下列事項：

- (1) (a) The Vendor will sell and I/we will purchase the Property together with the fittings, finishes and appliances therein on an “as is” basis and the Property together with the fittings, finishes and appliances therein shall be handed over to me/us in the physical state and condition as they stand.
賣方將以「現狀」及實質狀況出售及交付該物業及其內的裝置、裝修物料及設備，本人/我們亦將以「現狀」及實質狀況購買及接受該物業及其內的裝置、裝修物料及設備。
- (b) I/we have full knowledge of the present physical state and condition of the Property and the fittings, finishes and appliances therein and take them as they stand.
本人/我們完全知悉該物業及其內的裝置、裝修物料及設備的現時實質狀況及接受其現有狀況而購買本物業。
- (2) This Acknowledgement shall survive execution of the formal Agreement for Sale and Purchase and the subsequent assignment in respect of the Property.
本確認信在簽立有關該物業的正式買賣合約及其後的轉讓契之後仍然有效。
- (3) The Chinese text of this Acknowledgement is a translation from the English text and is for reference only. In case of any discrepancy, inconsistency or dispute, the English text shall prevail.
本確認信之中文文本乃英文文本的譯本，僅供參考之用，如有任何差異、出入或爭議，概以英文文本為準。

Signature of Purchaser(s) / 買方簽署

Date / 日期

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

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 ("Phase" "期數")	Lake Silver 銀湖·天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山西沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
The Property 該物業	Tower <u>8</u> 座 Floor <u>68</u> 樓 Flat <u>H</u> 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 1 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

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：

New rate of Ad Valorem Stamp Duty ("AVD")

新從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. 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 new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).
《印花稅(修訂)條例 2018》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。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，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。
2. AVD calculated at the new flat rate of 15% ("**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.
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），均須繳付以劃一 15% 新稅率計算的「從價印花稅」。
3. The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. 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 印花稅(修訂)(第 2 號)條例》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。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。
4. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
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」的情況沒有改變。
5. For details of the applicable exemptions to AVD at the New Rate, 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，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。
6. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("**BSD**") shall be exempted, 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).
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，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。

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 the 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 the 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 document does not constitute any advice or representation from you 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.
本文件不構成你們給予本人／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。

Signature of Purchaser(s) / 買方簽署

Date / 日期

銀湖・天峰（“期數”）
Lake Silver (“the Phase”)
賣方資料表格 Vendor’s Information Form
 In respect of Flat H on 68th Floor of Tower 8
 有關第八座六十八樓 H 單位
 （ “the Residential Property” ） （ “住宅物業” ）

須就住宅物業支付的管理費用的款額 The amount of the management fee that is payable for the Residential Property	每月 HK\$6,159 per month
須就住宅物業繳付的地稅的款額 The amount of the Government Rent that is payable for the Residential Property	每季 HK\$4,315.5 per quarter
業主立案法團（如有的話）的名稱 The name of the owners’ incorporation (if any)	沒有 NIL
期數的管理人的名稱 The name of the manager of the Phase	香港鐵路有限公司 MTR Corporation Limited
賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人需分擔的款項的任何通知 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	沒有 NIL
賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知 Any notice received by the Vendor from the Government or requiring the vendor to demolish or reinstate any part of the Phase	沒有 NIL
賣方所指的影響住宅物業的任何待決的申索 Any pending claim affecting the Residential Property that is known to the Vendor	沒有 NIL

印製日期 Date of Printing: 20/02/2020

Signature of Purchaser(s) / 買方簽署

Date / 日期

Personal Information Collection Statement ("PICS")

1. Your Privacy

1.1 MTR Corporation Limited ("MTRCL") and Kowloon-Canton Railway Corporation ("KCRC") (the use of "we", "our" or "us" hereinbelow shall include both "MTRCL" and "KCRC") 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 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 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, Octopus Card 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 If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

2. Purposes for which we will use your personal data

2.1 We collect your personal data when you engage with us 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 with us to purchase or lease a property.

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

- (a) 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) 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) handling and following up service calls, enquiries and complaints;
- (d) verification of your identity;
- (e) complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTRCL and its subsidiaries and affiliates (collectively, "**MTRCL Group**") or KCRC and its subsidiaries and affiliates (collectively, "**KCRC Group**") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities

- (including industry and self-regulatory bodies) with which MTRCL or MTRCL Group companies or KCRC or KCRC Group companies are obliged or expected to comply;
- (f) enabling an actual or proposed assignee, transferee or successor of MTRCL or KCRC of all or part of its business to evaluate the relevant transaction;
- (g) purposes directly relating to any of the above purposes.

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

- (a) to enable us better to understand the demographics of purchasers or tenants of our property developments;
- (b) for internal research and analysis to enable us to provide other services better tailored to your needs;

(c) Direct Marketing – please refer below to the special conditions which apply in relation to our use of your personal data for direct marketing purposes

(i) We would like to use your personal data for direct marketing, but we are not permitted to use your personal data for this purpose unless we have received your consent (which includes an indication of no objection). We would like to use your personal data as to your name, email address, mobile phone number and address for marketing our services mentioned in paragraph (ii) below.

(ii) Your personal data will be used for marketing our services as follows:

- ☐ Direct marketing of car parking spaces and motor cycle parking spaces of “Lake Silver” offered for sale and/or leasing from time to time by us

Please mark the box provided with a cross “X” if you **OBJECT TO** the proposed use of your personal data for each item.

3. Disclosure

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

- (a) 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) where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 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 We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) if MTRCL or KCRC decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;
- (b) to persons whom we have employed to develop the developments containing the property we are selling and leasing, and other persons guaranteeing or securing their construction obligations to us;
- (c) any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to MTRCL or KCRC 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) any person to whom MTRCL or KCRC is under an obligation to make disclosure under the requirements of (i) any law binding on MTRCL or other MTRCL Group companies or KCRC or other KCRC 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 MTRCL or any other MTRCL Group companies or KCRC or any other KCRC Group companies are obliged or expected to comply;

(e) to entities to whom you have expressly agreed that we may disclose your personal data .

4. Security

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by MTRCL's or KCRC's 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 MTRCL or KCRC 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. Use of Personal Data in Legal Proceedings

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 us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.

6. Your Right to Access and Correction

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. Personal Data Privacy Officer

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. Retention of Data

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. Acknowledgement

Please sign below to indicate your understanding of and agreement to the above provisions. Also, if you object to your data being used for any one or more of the direct marketing purposes listed in paragraph 2.2B(c) above, please remember to tick the relevant boxes next to each such purpose with a cross “X”.

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

Name and address of the Phase of the Development : Lake Silver, No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories (Phase 2 of the Development constructed on Sha Tin Town Lot No.530)

Name of Tenderer(s)

I.D./Passport(Please specify)/B.R. No.*

* Please delete the inapplicable

.....

SIGNATURE:

NAME:

DATE:

收集個人資料聲明(「本聲明」)

1. 閣下的私隱

1.1 香港鐵路有限公司(「**港鐵公司**」)及九廣鐵路公司(「**九鐵公司**」)(下文所指的「**我們**」或「**我們的**」包括「**港鐵公司**」及「**九鐵公司**」)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。

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。

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、八達通卡號碼、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。

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。

2. 我們將會使用閣下的個人資料作何等用途

2.1 當閣下與我們接洽，以期購買或租賃在我們其中一個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與我們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。

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。

A. 閣下**必須**提供閣下的個人資料所作的用途為：

- (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；
- (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；
- (c) 處理及跟進服務電話通話、查詢及投訴；
- (d) 核實閣下的身份；
- (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**」)或對九鐵公司及其附屬公司和相關聯公司(合稱為「**九鐵集團**」)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或九鐵公司或九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；
- (f) 使港鐵公司或九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；
- (g) 與任何上述用途直接有關的用途。

B. 閣下可自願提供閣下的個人資料所作的用途為：

- (a) 使我們能夠更佳地理解我們的物業發展項目的買方或租客的人口統計；
- (b) 內部研究及分析，使我們能夠提供更有效地迎合閣下需要的其他服務；
- (c) 直接促銷 – 請參閱下文的特別條件，該等條件適用於我們使用閣下的個人資料作直接促銷用途

(i) 我們希望使用閣下的個人資料作直接促銷，但除非我們取得閣下的同意(而該同意包括表示不反對)，否則我們不獲准使用閣下的個人資料作此用途。我們希望使用閣下的姓名、電郵地址、流動電話號碼及地址等個人資料作促銷我們在下文第 (ii) 段內所述的服務。

(ii) 閣下的個人資料將被用作促銷我們的服務如下：

□為我們作為擁有人或擁有人之代理人而不時就提供出售及/或租賃「銀湖·天峰」之私家車位及電單車位所作之直接促銷。

如果閣下反對擬定使用閣下的個人資料於以上任何一個項目，請在該項目旁所提供的空格填上交叉(「X」)。

3. 披露

3.1 若我們向閣下收集個人資料，我們將會：

- (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；
- (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
- (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。

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：

- (a) 如果港鐵公司或九鐵公司決定出售其業務的任何相關部分，則向前述出售物業的任何實際或擬定受讓人、承轉人或繼承人；
- (b) 向我們所聘用以發展包含我們正在出售及租賃物業之發展項目的人士，及向我們擔保或保證其建築責任的其他人士；
- (c) 向港鐵公司或九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行事的律師，或者協助我們促銷物業、管理物業或處理與物業有關的行政事務的其他方；
- (d) 根據 (i) 對港鐵公司或其他港鐵集團公司或九鐵公司或其他九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或九鐵公司或其他九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，港鐵公司或九鐵公司有責任向其作出披露的任何人士；
- (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。

4. 保安

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)，只會由獲港鐵公司或九鐵公司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或九鐵公司人員或港鐵公司或九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。

5. 在法律程序中使用個人資料

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。

6. 閣下的查閱及改正權利

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。

7. 個人資料私隱主任

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：

法律部

個人資料私隱主任

(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

8. 資料的保留

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。

9. 確認

請在下方簽署以示閣下理解及同意以上條文。此外，如果閣下反對閣下的個人資料被用作在上文第 2.2B(c) 段內所列出的任何一項或一項以上的直接促銷用途，請緊記在每項該等用途旁邊的相關空格填上交叉(「X」)。

如本文件之中英文文本有任何歧義，一切以英文文本為準。

發展項目期數名稱及地址： 新界沙田馬鞍山西沙路 599 號銀湖·天峰 (興建於沙田市地段第 530 號的發展項目的第二期)

投標者名 稱	身 份 證 /護 照 (請 註 明)/商 業 登 記 證 號 碼 *
--------	--

_____	_____
_____	_____
_____	_____
_____	_____

* 請刪去不適用者

.....

簽署：

姓名：

日期：

Declaration Regarding Intermediary

關於中介人的聲明

To the Vendor, 致 賣方

The Phase of the Development 發展項目期數 (“Phase” “期數”)	Lake Silver 銀湖. 天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地 段第 530 號的發展項目的第二期)
The Property 該物業	Tower 8 座 Floor 68 樓 Flat H 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. A124 and 及 A125 號 on 於 Floor Level 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	
Name of Intermediary 中介人名稱	(公司名稱) (地產代理姓名)
Estate Agent I.D. No. 地產代理身份證號碼	
EA Licence No. 地產代理牌照號碼	

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：

1. The Purchaser is introduced by the Intermediary to purchase the Property.
買方是經由中介人介紹購買本物業。
2. The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of properties in the Phase. The Intermediary is not the agent of the Vendor.
賣方只要求中介人，而中介人在此亦確認其身份只是於出售期數單位一事中介紹買家給賣方，中介人並非賣方的代理人。
3. 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。
4. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買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。
5. 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。
6. The Vendor did not and will not authorize the Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fees or commissions from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property.
賣方並無授權中介人向買方收取任何費用或佣金。如中介人擅自向買方收取任何費用或佣金，賣方將不會(而中介人在此亦同意賣方將不會繳付)向中介人繳付有關上述該物業任何費用或佣金。
7. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，一切以英文文本為準。

Signature of Purchaser(s) / 買方簽署

Date / 日期

Personal Information Collection Statement (“PICS”)

收集個人資料聲明（「本聲明」）

The Phase of the Development 發展項目期數 （“Phase” 「期數」）	Lake Silver 銀湖·天峰 No. 599 Sai Sha Road, Ma On Shan, Sha Tin, New Territories 新界沙田馬鞍山沙路 599 號 (Phase 2 of the Development constructed on Sha Tin Town Lot No.530 興建於沙田市地段第 530 號的發展項目的第二期)
The Property 該物業	Tower <u>8</u> 座 Floor <u>68</u> 樓 Flat <u>H</u> 單位 and 及 Residential Parking Spaces 住宅停車位 Nos. <u>A124</u> and 及 <u>A125</u> 號 on 於 Floor Level 樓
Name of Purchaser(s) 買方名稱	
ID / BR No. 身份證/商業登記證號碼	

Sino Real Estate Agency Limited (“SREAL”) will use your personal data (including name, correspondence addresses, email addresses and telephone numbers) for the purposes of processing the sale and purchase of the Property, communication with you and provision of information to you in relation to the Property. You have to provide the personal data requested. If you fail to provide the requested personal data, the Vendor will be unable to process the sale and purchase of the Property for you. 信和地產代理有限公司（「信和地產」）將會使用閣下的個人資料(包括姓名、通訊地址、電郵地址及電話)，作為處理本物業買賣、與閣下通訊及向閣下提供有關本物業資訊等用途。閣下須提供以上要求的個人資料。如閣下未能提供所要求的個人資料，賣方就不能為閣下處理本物業買賣。

SREAL may transfer your personal data to Sino Group and/or its subsidiaries and/or associates (collectively the “Group”) for the above purposes. 信和地產可把閣下的個人資料轉交信和集團及/或旗下附屬公司及/或聯營公司（統稱「本集團」）作上述用途。

Your personal data may be used for direct marketing activities from us and, upon the transfer / provision of data, within the Group. We may not use, transfer or provide your personal data for direct marketing activities unless we have received your consent (or your indication of no objection). 我們會使用你的個人資料進行直接促銷活動，及經轉移/提供後僅予信和集團及/或旗下附屬公司及/或聯營公司作直接促銷活動。除非獲得你的同意（或你表示不反對），我們不會使用、轉移或提供你的個人資料作直接促銷活動。

- ☐ Please therefore “✓” the box in the left if you do not wish us to transfer or provide your personal data to any other company and/or subsidiary and/or associate of the group for direct marketing activities which include sending you marketing/ promotion materials for products, services, activities, facilities, benefits and/or information relating to the following areas: 因此，你不欲將你的個人資料轉移或提供予本集團旗下任何公司及/或附屬公司及/或聯營公司作直接促銷活動，包括發送以下範疇內有關的產品、服務、活動、設施、優惠及/或資訊的市務推廣資料，請在左邊方格填上「✓」。

Property Investment, Leasing and Sales; Retail Promotion; Corporate Information; Cultural, Leisure and Entertainment; Environmental Protection; Property Management, Cleaning, Security and Parking Services; Hotels, Yacht and Country Club; Sino Club 物業投資、租賃、銷售、零售推廣、企業資訊；文化、康樂及娛樂；環保；物業管理、清潔、保安及泊車服務；酒店、遊艇及俱樂部；信和薈

If you do not tick the box above and sign this PICS, you will be regarded as giving us written consent. We will make use of your personal data provided in this PICS for direct marketing

activities in the aforesaid areas. 如你沒在上方空格填上剔號並在本聲明上簽署，即代表你給予我們書面同意，確認我們可使用你在本聲明內所提供的個人資料，作直接促銷活動。

You can opt out of receiving any promotional message or request to access or correct your personal data held by us at any time if you so wish, please notify us via: 你可隨時決定不再收取任何推廣信息,查閱或更改我們持有閣下的個人資料。如你如此決定，請透過以下方法通知我們：

Making a written request to 11-12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, and Hong Kong. 書面提出送交香港尖沙咀梳士巴利道尖沙咀中心 11-12 樓

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. 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。

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

Signature of Purchaser(s)
買方簽署

Date
日期
