招標文件第 18 號

Tender Document No. 18

公開招標承投購買物業
INVITATION FOR PURCHASE OF PROPERTY(IES) BY WAY OF PUBLIC TENDER

有關

in respect of

康城路 1 號
凱柏峰 II 的以下物業
The following property(ies) of Villa Garda II,
No.1 Lohas Park Road

Tower 座	Floor 樓	Unit 單位
2(2A)	20	B
2(2A)	22	B
2(2A)	16	F
2(2A)	22	F
2(2A)	26	F
2(2A)	31	F

(20261106)

公開招標承投購買物業

INVITATION FOR PURCHASE OF PROPERTY(IES)
BY WAY OF PUBLIC TENDER

招標開始及招標截止日期及時間載於相關銷售安排資料
（但物業已出售或若在招標截止時限前物業已被撤回則除外）
DATE AND TIME OF TENDER COMMENCEMENT AND TENDER CLOSING ARE SET OUT IN THE RELEVANT INFORMATION ON SALES ARRANGEMENTS (UNLESS THE PROPERTY(IES) IS/ARE SOLD OR THE PROPERTY(IES) HAS/HAVE BEEN PREVIOUSLY WITHDRAWN)

投標時須採用指定的**投標表格**，並須於相關銷售安排資料中列明的招標期間內，將填妥的投標書放入普通信封內密封（信封上清楚註明「**凱柏峰 II 投標書**」）並提交至相關銷售安排資料中列明的售樓處（「售樓處」）
（註：如售樓處多於一個，則其中一個售樓處）。

Tenders must be submitted with the specified **Form of Tender**, in a sealed plain envelope clearly marked "**Tender for Villa Garda II**", and must be submitted to the sales office as specified in the relevant Information on Sales Arrangements ("Sales Office") during the tender period as set out in the relevant Information on Sales Arrangements.
(Note: if there is more than one Sales Office, then any one of the Sales Office)

招標公告

TENDER NOTICE

1. 香港鐵路有限公司（作為「**擁有人**」）* 及佳僑有限公司（作為「**如此聘用的人**」）#（以下統稱為「**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**」）。

MTR Corporation Limited (as **"Owner"**) * and Sky Castles Limited (as **"Person so Engaged"**) # (collectively as the **"Vendor"**) invite tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the **Particulars of the Property(ies)** 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)

康城路 1 號
凱柏峰 II 的以下物業
The following property(ies) of Villa Garda II,
No.1 Lohas Park Road

Tower 座	Floor 樓	Unit 單位
2(2A)	20	B
2(2A)	22	B
2(2A)	16	F
2(2A)	22	F
2(2A)	26	F
2(2A)	31	F

註：有意遞交本物業的投標書的人士敬請檢視發展項目的成交紀錄冊，以知悉本物業在某一出售日期是否仍然可供出售。雖然本物業可能在某一出售日期仍然可供出售，因賣方可能會在先前的招標程序完結後的承約期間內接納本物業的投標書，本物業可能於該出售日期內的期間或之後變為不再可供出售。在此情況下，賣方將拒絕接受本物業之其他要約。另請注意，發展項目的成交紀錄冊在賣方接納本物業的投標書後未必能即時更新。

Note: Persons interested in submitting tenders of the Property are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a date of sale. Although the Property may be available for tender on a date of sale, it may become unavailable during or after that date of sale because the Vendor may accept a

tender within the acceptance period after the close of that previous tender exercise. In such event, the Vendor will reject offer(s) for purchase of the Property. Please also note that the register of transactions of the Development may not be updated immediately after the Vendor accepts a tender.

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，並保留絕對權利及酌情決定權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 absolute right and discretion to accept or reject any tender.

(b) 賣方保留權利在接納任何投標書之前的任何時間，撤回本物業不予出售。
The Vendor reserves the right, at any time before acceptance of any 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，以及變更、修訂或修改本招標公告和投標表格的任何部份。賣方無須就該等更改另行通知投標者。
The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender, and to modify, amend or revise any part of this Tender Notice and the Form of Tender from time to time by amending the Information on Sales Arrangements relating to the Property. The Vendor is not obliged to separately notify the tenderers of such change.

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（「正式合約」），及 (ii) 其後的轉讓契；中標者亦可委託賣方律師（如下所述）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 (the "Agreement") to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment, or he may instruct the Vendor's Solicitors (as mentioned below) to act for him as well as for the Vendor.

(b) 賣方律師，即的近律師行、高李葉律師行、胡關李羅律師行、劉漢銓律師行及李偉斌律師行，在本投標過程中並不代表任何投標者。
The Vendor's Solicitors, DEACONS, Kao Lee & Yip, Woo Kwan Lee & Lo, Chu & Lau Solicitors & Notaries and Li & Partners do not act for any tenderers in the process of this tender.

4. 投標書必須：
A tender must be:

(i) 採用未經修改的**投標表格**（**附件 A**）及**臨時合約**（**附件 B**），由投標者填妥並簽署**一式兩份**；
made in the **Form of Tender** (in **DUPLICATE**) (**Appendix A**) and the **Preliminary Agreement** (in **DUPLICATE**) (**Appendix B**) (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。

(ii) 放入普通信封內封密，信封面須清楚註明「**凱柏峰 II 投標書**」；以及
enclosed in a sealed plain envelope clearly marked **"Tender for Villa Garda II"**; and

(iii) 於下述招標期間內，提交至位於售樓處（註：如售樓處多於一個，則其中一個售樓處）內的投標箱：
submitted to the tender box located at the Sales Office (Note: if there is more than one Sales Office, then any one of the Sales Office) during the tender period set out below:

招標開始日期及時間：
Commencement date and time of the tender:
載於相關銷售安排資料。
As set out in the relevant Information on Sales Arrangements.

招標截止日期及時間：
Closing date and time of the tender:

載於相關銷售安排資料。
As set out in the relevant Information on Sales Arrangements.

如於招標截止日期當日的出售時間內天文台發出八號或更高熱帶氣旋警告信號或黑色暴雨警告時，招標截止日期將順延至天文台沒有發出八號或更高熱帶氣旋警告信號或黑色暴雨警告的下一日，惟招標截止時間將維持不變。
In case where a Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm Warning is issued during the time of sale on the tender closing date, the tender closing date will be postponed to the next calendar day where no Tropical Cyclone Warning Signal No.8 or above is hoisted or Black Rainstorm

Warning is issued whilst the tender closing time will remain unchanged.

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:

(i) 一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，總金額為投標價（具有投標表格給予該詞的涵義）的 5% 以作為臨時訂金，而上述所有銀行本票抬頭為「**的近律師行**」。
One or more cashier order(s) issued by a bank duly licensed under Section 16 of the Banking Ordinance in a total sum which constitutes 5% of the Tender Price (as defined in the Form of Tender) being the preliminary deposit, and the above cashier order(s) shall be made payable to **"DEACONS".**

(ii) 投標者委任之地產代理（如有）的地產代理牌照副本及其名片。
A copy of the estate agent's licence and name card of the estate agent (if any) appointed by the tenderer.

(iii) 投標人的身份證明文件副本。如投標人為個人，指香港身分證（如不適用，則指其他有效的身份證明文件（如護照）；如投標人為公司，指公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表。請注意：上述文件須由投標人的至少一位董事簽署。於簽定本物業的正式合約前，投標人的董事及／或股東不可作出轉變。
A copy of the tenderer's identification document(s). If the tenderer is an individual, the HKID card and where not applicable, other valid identification document such as the passport. If the tenderer is a company, the Certificate of Incorporation, the Business Registration Certificate, the latest register of directors, the latest register of shareholders and the latest annual return. Please note that the above documents must be signed by at least one of the directors of the tenderer. There shall not be any change in director(s) and / or shareholder(s) of the tenderer before the signing of the Agreement of the Property.

附件
Appendix

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

(D) 與擁有人關係的聲明
Declaration of Relationship with the Owner

(E) 對買方的警告
Warning to Purchasers

(F) 關於中介人的聲明／關於並無中介人的聲明（如適用）
Declaration regarding Intermediary / Declaration regarding No Intermediary

(if applicable)

(G) 收集個人資料聲明
Personal Information Collection Statement

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

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

(J) 關於其他事項之確認函
Acknowledgement Letter regarding miscellaneous matters

(K) 關於嵌入式鞋櫃之買方確認函
Purchaser's Acknowledgement relating to Built-in Shoe Cabinet

(L) 有關開放式廚房之買方確認函（如適用）
Purchaser's Acknowledgement relating to Open Kitchen (if applicable)

(M) 物業參觀確認函
Acknowledgement Letter for Properties Viewing

(N) 賣方資料表格
Vendor's Information Form

(O) 提前完成交易現金回贈確認函（如適用）
Acknowledgement Letter regarding Cash Rebate for Early Completion (if applicable)

簽署本第 5 段提及之附件文件時，請勿填上簽署日期。
Please DO NOT date the Appendix documents listed in this paragraph 5 when you sign the same.

6. 在賣方尚未決定接受任何要約前，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，隨該投標書附上的銀行本票將作兌現及將視作臨時合約中提述之臨時訂金。其他落選投標者的銀行本票賣方將於下文第 8 條所定義的指定日期起計 14 天內，按投標書所載之地址以平郵方式退還予該投標者，一切郵遞涉及之風險由投標者承擔。
All cashier order(s) submitted by the tenderers will be retained uncashed until the Vendor has decided to accept any offer. If a tender is accepted, the cashier order(s) submitted therewith will be cashed and will be treated as the Preliminary Deposit under the Preliminary Agreement. For the cashier order(s) of those unsuccessful tenderers, the Vendor will return the cashier order(s) to that tenderer by ordinary post at the sole risk of the tenderer to the address specified in the tender, on or before the 14th day from the Specified Date as defined in paragraph 8 below.

7. 如任何已提交的標書是帶有其他條件或前提或與本文件所載或附有的表格不符，賣方有權不予考慮。

The Vendor reserves its right not to consider any tender submitted which is qualified by other terms, or is conditional or is not in conformity with the forms herein contained or enclosed.

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<u>招標截止日期後的第十個工作天下午 6 時正或之前（「指定日期」）</u>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 agreement to consider the tenderer(s)' offers and to pay the tenderer(s) HK$10.00 upon receipt of a written request from such tenderer(s), tenderer(s) agree that their tender 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 **<u>at or before 6:00 pm on the 10th working day after the closing date of the tender (the "Specified Date")</u>**.

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、電話或電郵至投標書上填寫之地址／電話號碼／電郵地址或以其他任何有效方法接受中標者之要約。賣方接受要約後，將盡快向中標者交回經賣方簽立且日期為不後於指定日期之臨時合約一份；
the Vendor may accept the offer of the successful tenderer by post, telephone or email to the address / telephone number(s) / email address specified in his Form of Tender or by any other effective means. After the acceptance of the offer, the Vendor will return to the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor dated no later than the Specified Date as soon as practicable;

(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) 在臨時合約日期後的 5 個工作日內，買方須簽署賣方律師擬備的正式合約，該正式合約的條款不得修改。正式合約的標準格式可於招標期間在售樓處審閱。
the Purchaser shall sign the Agreement in the form prepared by the Vendor's

Solicitors within five (5) working days after the date of the Preliminary Agreement and none of the terms thereof may be altered. The standard form of the Agreement is available for inspection during the tender period at the Sales Office.

10. 投標者須注意，賣方、如此聘用的人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，請致電熱線電話 2721 8388。
Tenderers are advised to note that the Vendor, the Person so Engaged 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. Please call our hotline at 2721 8388 for any enquiries.

11. 賣方或如此聘用的人的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不應被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不應被視作闡述、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 or the Person so Engaged 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 E。
A bilingual version of the "Warning to Purchasers" mentioned in the Preliminary Agreement is attached hereto as Appendix E.

13. 賣方建議投標者可參閱發展項目的售樓說明書以取得本物業的詳情。
Vendor advises the tenderers to refer to the sales brochure of the Development for details of the Property.

14. 如投標者由多於一個個體組成，則所有構成該投標者的個體須負有共同及個別的責任。
In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several

15. **「提前成交優惠」現金回贈**
"Early Completion Benefit" Cash Rebate

(只適用於於投標表格內第 3 節選擇付款辦法B 之買方)
(Only applicable to a Purchaser who chooses Payment Plan B in Section 3 of the Form of Tender)

如買方於以下列表指明的期間內付清售價全數及完成本物業的成交(早於正式合約訂明的付款限期日)及在所有方面履行和遵守本物業之臨時買賣合約及正式合約內一切的條款及條件(必須嚴格遵行所有時間限制),可根據以下列表獲賣方送出**「提前成交優惠」**現金回贈。

Where the Purchaser fully pays the Purchase Price and completes the purchase of the Property within the period(s) specified in the table below (which is earlier than the due date of payment specified in the Agreement) and comply with in all respects the terms and conditions of the Preliminary Agreement for Sale and Purchase of the Property and the Agreement (in respect of which time shall be of the essence), the Purchaser shall be entitled to the **"Early Completion Benefit"** Cash Rebate offered by the Vendor according to the table below.

為免生疑問,擬提前成交日不可早於簽署正式合約之日期。

For the avoidance of doubt, the proposed completion date shall not be earlier than the date of signing of the Agreement.

「提前成交優惠」現金回贈列表

"Early Completion Benefit" Cash Rebate Table

付清住宅物業售價餘款的日期(以賣方代表律師實際收到售價餘款日期為準) Date of settlement of balance of Purchase Price of the residential property (the date on which the balance of Purchase Price is received by the Vendor's solicitors)	「提前成交優惠」現金回贈金額 "Early Completion Benefit" Cash Rebate amount
簽署臨時買賣合約的日期後 90 日內 Within 90 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價的 3% 3% of the Purchase Price
簽署臨時買賣合約的日期後 91 - 150 日內 Within 91-150 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價的 2% 2% of the Purchase Price
簽署臨時買賣合約的日期後 151 - 180 日內 Within 151-180 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價的 1% 1% of the Purchase Price

(a) 買方須不少於擬提前成交日的 30 日前以書面通知賣方,賣方會於確認有關資料無誤後將「提前成交優惠」現金回贈於本物業成交時直接用於支付部份售價餘款。
The Purchaser shall give prior written notice to the Vendor at least 30 days before the proposed completion date. After the Vendor has duly verified the information, the Vendor will apply the "Early Completion Benefit" Cash Rebate for part payment of the balance of the Purchase Price directly upon completion of the Property.

(b) 如「提前成交優惠」現金回贈列表中訂明的任何期間的最後一日不是工作日（按《一手住宅物業銷售條例》所定義），則以下一個工作日（按《一手住宅物業銷售條例》所定義）為該期間的最後一日。

If the last day of any of the period as set out in the "Early Completion Benefit" Cash Rebate Table is not a working day (as defined in the Residential Properties (First-hand Sales) Ordinance), the next working day (as defined in the Residential Properties (First-hand Sales) Ordinance) shall be regarded as the last day of that period.

16. 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 has not been 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 circumstances bind the Vendor;

(b) 投標者與介紹人或任何其他地產代理之任何轇轕，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 verification.

17. 時間在各方面均為要素。
Time shall in all respects be of the essence.

18. 本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。
In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

19. 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： 2026 年 11 月 6 日
Dated: 6 November 2026

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投標表格
FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約 (「臨時合約」) 所訂明的條款及條件以單一交易形式承購位於康城路 1 號凱柏峰 II 的以下住宅物業 (「本物業」)

Tender for the purchase of the following residential property of Villa Garda II, No.1 Lohas Park Road as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement for Sale and Purchase (the "Preliminary Agreement") as respectively annexed hereto.

第 1 節 **Section 1**	
投標者的資料 **Particulars of the Tenderer**	
名稱 Name	
香港身份證號碼 / 護照號碼 / 商業登記證號碼 Hong Kong Identity Card(s) No(s). / Passport(s) No(s). / Business Registration No.	(with the copy(ies) attached hereto) (連同其影印副本)
個人香港通訊地址 / 公司香港登記地址 Correspondence Address in Hong Kong / Hong Kong Registered Office	
聯絡資料 Contact Details	
聯絡人 Contact Person	
電話 Telephone	
電郵地址 Email Address	

第 2 節 **Section 2**			
投標物業 **Tendered Property** **(「本物業」the "Property")**			
期數的名稱 Name of the Phase	座 Tower	樓 Floor	單位 Unit
凱柏峰 II Villa Garda II			
投標價 Tender Price (「售價」"Purchase Price")			
港幣 HK$			
下列抬頭為「**的近律師行**」的銀行本票作為臨時訂金連同本投標表格一併附上 The following cashier order(s) made payable to "**DEACONS**" as preliminary deposit are enclosed with this Form of Tender			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK$		
	港幣 HK$		
	港幣 HK$		

第 3 節
Section 3

付款辦法
Payment Plan
(請剔適用者 Please tick as appropriate)

付款辦法 A
Payment Plan A

(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement.
(b) 成交金額 95% 即售價餘款於買方簽署臨時合約 90 日內繳付。
95% of Transaction Price being balance of Purchase Price shall be paid within 90 days after signing of the Preliminary Agreement.

付款辦法 B
Payment Plan B

(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement.
(b) 售價 5% 即加付訂金於買方簽署臨時合約後 90 日內繳付。
5% of Purchase Price being further deposit shall be paid within 90 days after signing of the Preliminary Agreement.
(c) 售價 5% 即部份售價於買方簽署臨時合約後 180 日內繳付。
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement.
(d) 成交金額 85% 即售價餘款於買方簽署臨時合約 360 日內繳付。
85% of Transaction Price being balance of Purchase Price shall be paid within 360 days after signing of the Preliminary Agreement.

第 4 節
Section 4

財務優惠
Financial Benefit

本人 / 我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。
I / We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

「提前成交優惠」現金回贈 (只適用於選擇付款辦法 B 之買方)
"Early Completion Benefit" Cash Rebate (Only applicable to a Purchaser who chooses Payment Plan B)

詳情請參閱招標公告第 15 段
Please refer to paragraph 15 of the Tender Notice

第 5 節
Section 5

下列文件連同本投標書一併附上 (標註 # 的文件不應填寫日期)：
The following are enclosed with this Tender (documents marked # should be left undated):

1. 一張或多張 (總) 金額為投標價 5% 的本票以作為臨時訂金，而上述所有銀行本票抬頭為「**的近律師行**」
One or more cashier order(s) which constitute(s) 5% of the Tender Price being the preliminary deposit, and the above cashier order(s) shall be made payable to "**DEACONS**".

2. 地產代理牌照影印副本及其名片 (如適用)
A copy of the estate agent's licence and name card (if applicable)

3. 香港身份證明文件影印副本（如香港身份證或護照）(如適用)
A copy of identification document(s), such as Hong Kong Identity Card(s)/Passport(s) (if applicable)

   公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表 (如適用)
   A copy of Certificate of Incorporation, Business Registration Certificate, latest register of directors, latest register of shareholders and annual return (if applicable)

4. 由投標者填妥並簽署的**附件**的文件:
Documents in **Appendix**, duly signed and completed by the Tenderer:

   附件
   Appendix

   (A) 投標表格
   Form of Tender
   (B) 臨時買賣合約 #
   Preliminary Agreement for Sale and Purchase #
   (C) 與賣方關係的聲明 #
   Declaration of Relationship with the Vendor #
   (D) 與擁有人關係的聲明 #
   Declaration of Relationship with the Owner #
   (E) 對買方的警告 #
   Warning to Purchasers #
   (F) 關於中介人的聲明 / 關於並無中介人的聲明 (如適用) #
   Declaration regarding Intermediary / Declaration regarding No Intermediary (if applicable) #
   (G) 收集個人資料聲明 #
   Personal Information Collection Statement #
   (H) 收集個人資料聲明 (香港鐵路有限公司) #
   Personal Information Collection Statement (MTR Corporation Limited) #
   (I) 關於批地文件及其他事項之確認函 #
   Acknowledgement Letter regarding Government Grant and Miscellaneous Matters #
   (J) 關於其他事項之確認函 #
   Acknowledgement Letter regarding miscellaneous matters #
   (K) 關於嵌入式鞋櫃之買方確認函 #
   Purchaser's Acknowledgement relating to Built-in Shoe Cabinet #
   (L) 有關開放式廚房之買方確認函 (如適用) #
   Purchaser's Acknowledgement relating to Open Kitchen (if applicable) #
   (M) 物業參觀確認函 #
   Acknowledgement Letter for Properties Viewing #
   (N) 賣方資料表格 #
   Vendor's Information Form #
   (O) 提前完成交易現金回贈確認函 (如適用) #
   Acknowledgement Letter regarding Cash Rebate for Early Completion (if applicable) #

第 6 節 **Section 6**	
本人 / 我們同意如賣方接納本投標書，本投標書連同臨時買賣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 for sale and purchase shall constitute a binding agreement between the Vendor and me / us for the sale and purchase of the Property.	
投標者簽名 Signature(s) of 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	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同地產代理牌照影印副本及其名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

第 7 節 **Section 7**
接受要約 Acceptance of offer 在受到招標公告和臨時買賣合約條款約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。 The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for sale and purchase.
Authorised signatory for and on behalf of the Vendor **經授權賣方代表簽署** _____ **日期 Date :**

投標表格
FORM OF TENDER

茲投標按照本投標表格、招標公告及臨時買賣合約 (「臨時合約」) 所訂明的條款及條件以單一交易形式承購位於康城路 1 號凱柏峰 II 的以下住宅物業 (「本物業」)

Tender for the purchase of the following residential property of Villa Garda II, No.1 Lohas Park Road as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement for Sale and Purchase (the "Preliminary Agreement") as respectively annexed hereto.

第 1 節 **Section 1**	
投標者的資料 **Particulars of the Tenderer**	
名稱 Name	
香港身份證號碼 / 護照號碼 / 商業登記證號碼 Hong Kong Identity Card(s) No(s). / Passport(s) No(s). / Business Registration No.	(with the copy(ies) attached hereto) (連同其影印副本)
個人香港通訊地址 / 公司香港登記地址 Correspondence Address in Hong Kong / Hong Kong Registered Office	
聯絡資料 Contact Details	
聯絡人 Contact Person	
電話 Telephone	
電郵地址 Email Address	

第 2 節 **Section 2**			
投標物業 **Tendered Property** **(「本物業」the "Property")**			
期數的名稱 Name of the Phase	座 Tower	樓 Floor	單位 Unit
凱柏峰 II Villa Garda II			
投標價 Tender Price (「售價」"Purchase Price")			
港幣 HK$			
下列抬頭為「**的近律師行**」的銀行本票作為臨時訂金連同本投標表格一併附上 The following cashier order(s) made payable to "**DEACONS**" as preliminary deposit are enclosed with this Form of Tender			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK$		
	港幣 HK$		
	港幣 HK$		

第 3 節
Section 3

付款辦法
Payment Plan
(請剔適用者 Please tick as appropriate)

付款辦法 A
Payment Plan A

(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement.
(b) 成交金額 95% 即售價餘款於買方簽署臨時合約 90 日內繳付。
95% of Transaction Price being balance of Purchase Price shall be paid within 90 days after signing of the Preliminary Agreement.

付款辦法 B
Payment Plan B

(a) 售價 5% 即臨時訂金於買方簽署臨時合約時繳付。
5% of Purchase Price being preliminary deposit shall be paid upon signing of the Preliminary Agreement.
(b) 售價 5% 即加付訂金於買方簽署臨時合約後 90 日內繳付。
5% of Purchase Price being further deposit shall be paid within 90 days after signing of the Preliminary Agreement.
(c) 售價 5% 即部份售價於買方簽署臨時合約後 180 日內繳付。
5% of Purchase Price being part payment shall be paid within 180 days after signing of the Preliminary Agreement.
(d) 成交金額 85% 即售價餘款於買方簽署臨時合約 360 日內繳付。
85% of Transaction Price being balance of Purchase Price shall be paid within 360 days after signing of the Preliminary Agreement.

第 4 節
Section 4

財務優惠
Financial Benefit

本人 / 我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。
I / We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

「提前成交優惠」現金回贈 (只適用於選擇付款辦法 B 之買方)
"Early Completion Benefit" Cash Rebate (Only applicable to a Purchaser who chooses Payment Plan B)

詳情請參閱招標公告第 15 段
Please refer to paragraph 15 of the Tender Notice

第 5 節
Section 5

下列文件連同本投標書一併附上 (標註 # 的文件不應填寫日期)：
The following are enclosed with this Tender (documents marked # should be left undated):

1. 一張或多張 (總) 金額為投標價 5% 的本票以作為臨時訂金，而上述所有銀行本票抬頭為「**的近律師行**」
One or more cashier order(s) which constitute(s) 5% of the Tender Price being the preliminary deposit, and the above cashier order(s) shall be made payable to "**DEACONS**".

2. 地產代理牌照影印副本及其名片 (如適用)
A copy of the estate agent's licence and name card (if applicable)

3. 香港身份證明文件影印副本（如香港身份證或護照）(如適用)
A copy of identification document(s), such as Hong Kong Identity Card(s)/Passport(s) (if applicable)

   公司註冊證明書、商業登記證、最近之董事名冊、最近之股東名冊、最近之周年申報表 (如適用)
   A copy of Certificate of Incorporation, Business Registration Certificate, latest register of directors, latest register of shareholders and annual return (if applicable)

4. 由投標者填妥並簽署的**附件**的文件:
Documents in **Appendix**, duly signed and completed by the Tenderer:

   附件
   Appendix

   (A) 投標表格
   Form of Tender
   (B) 臨時買賣合約 #
   Preliminary Agreement for Sale and Purchase #
   (C) 與賣方關係的聲明 #
   Declaration of Relationship with the Vendor #
   (D) 與擁有人關係的聲明 #
   Declaration of Relationship with the Owner #
   (E) 對買方的警告 #
   Warning to Purchasers #
   (F) 關於中介人的聲明 / 關於並無中介人的聲明 (如適用) #
   Declaration regarding Intermediary / Declaration regarding No Intermediary (if applicable) #
   (G) 收集個人資料聲明 #
   Personal Information Collection Statement #
   (H) 收集個人資料聲明 (香港鐵路有限公司) #
   Personal Information Collection Statement (MTR Corporation Limited) #
   (I) 關於批地文件及其他事項之確認函 #
   Acknowledgement Letter regarding Government Grant and Miscellaneous Matters #
   (J) 關於其他事項之確認函 #
   Acknowledgement Letter regarding miscellaneous matters #
   (K) 關於嵌入式鞋櫃之買方確認函 #
   Purchaser's Acknowledgement relating to Built-in Shoe Cabinet #
   (L) 有關開放式廚房之買方確認函 (如適用) #
   Purchaser's Acknowledgement relating to Open Kitchen (if applicable) #
   (M) 物業參觀確認函 #
   Acknowledgement Letter for Properties Viewing #
   (N) 賣方資料表格 #
   Vendor's Information Form #
   (O) 提前完成交易現金回贈確認函 (如適用) #
   Acknowledgement Letter regarding Cash Rebate for Early Completion (if applicable) #

第 6 節 **Section 6**	
本人 / 我們同意如賣方接納本投標書，本投標書連同臨時買賣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 for sale and purchase shall constitute a binding agreement between the Vendor and me / us for the sale and purchase of the Property.	
投標者簽名 Signature(s) of 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	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同地產代理牌照影印副本及其名片兩張) (with copy of the Estate Agent's Licence and 2 name cards attached hereto)

第 7 節 **Section 7**
接受要約 Acceptance of offer 在受到招標公告和臨時買賣合約條款約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。 The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for sale and purchase.
Authorised signatory for and on behalf of the Vendor **經授權賣方代表簽署** _____ **日期 Date :**

Villa Garda II 凱柏峰 II

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:
Date 日期:

Vendor 賣方:	MTR Corporation Limited 香港鐵路有限公司	
Vendor's Solicitors 賣方律師:	☐ Deacons 的近律師行	Tel 電話: 2825 9597
	☐ Kao Lee & Yip 高李葉律師行	Tel 電話: 2844 4888
	☐ Woo Kwan Lee & Lo 胡關李羅律師行	Tel 電話: 2586 9898
	☐ Chu & Lau Solicitors & Notaries 劉漢銓律師行	Tel 電話: 2526 2316
	☐ Li & Partners 李偉斌律師行	Tel 電話: 2218 0900
Sales Agent 銷售代表:	信和地產代理有限公司 Sino Real Estate Agency Limited 電話 Tel: (852) 2721 8388 (Estate Agents Licence (Company) No. 地產代理 (公司) 牌照號碼 : C-005086)	

Purchaser 買方:

HKID / Passport / Business Registration No. 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Purchaser's Correspondence / Registered Address 買方通訊 / 註冊地址: **Purchaser's Tel No. 買方電話號碼:**

Name & Address of the Phase of the Development 發展項目期數名稱及地址:

Villa Garda II, Phase XIC of LOHAS PARK
凱柏峰 II, 日出康城第 XIC 期

No.1 Lohas Park Road (Site C2 of The Remaining Portion of Tseung Kwan O Town Lot No.70)
康城路 1 號 (將軍澳市地段第 70 號餘段地盤 C2)

Details of the Property (the "Property") 訂購物業 (「本物業」) 的資料:

Tower 座	Floor 樓	Unit 單位

Payment Term 付款方法 :

The Purchase Price of the Property is 本物業的售價為	HK 港幣$	which shall be paid by the Purchaser to the Vendor in the manner as follows - 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣$	which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement 即售價的 5% 須於簽署本臨時合約時支付
Further Deposit 加付訂金	HK 港幣$	shall be paid on or before 須於以下日子或之前支付: / /
Part Payment 部份售價	HK 港幣$	*shall be paid on or before 須於以下日子或之前支付: / /
Balance of Purchase Price 售價餘款	HK 港幣$	shall be paid on or before 須於以下日子或之前支付: / / **("**Completion Date") (「成交日期」)

* delete as appropriate 刪除不適用者

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed – 按訂約雙方的意向，本臨時合約將會由一份買賣合約 (「正式合約」) 取代，正式合約須 –

(a) by the Purchaser on or before / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (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
由買方於

(b) by the Vendor on or before / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). (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。
由賣方於

Received the Preliminary Deposit in the sum of HK$ Cheque / Cashier Order, subject to Bank Clearance
上述所列臨時訂金經已收妥此據 交來支票 / 本票以銀行過數作實

Cheque / Cashier Order No. 支票 / 本票號碼:

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow.
賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業。

Other Terms and Conditions:
其他條款及條件:

1. In this Preliminary Agreement -
在本臨時合約中 –

   (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
   「實用面積」具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；

   (b) "working day" has the meaning given by section 2(1) of that Ordinance;
   「工作日」具有該條例第 2(1) 條給予該詞的涵義；

   (c) the floor area of an item under clause (a) of the Property set out in "Schedule 2" is calculated in accordance with section 8(3) of that Ordinance; and
   「附表二」載列之本物業的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

   (d) the area of an item under clause (b) of the Property set out in "Schedule 2" is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
   「附表二」載列之本物業的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由買方承擔。

4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由買方承擔。

5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –

   (a) this Preliminary Agreement is terminated;
   本臨時合約即告終止；

   (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
   買方支付的臨時訂金，即被沒收歸於賣方；及

   (c) the Vendor does not have any further claim against the Purchaser for the failure.
   賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

6. The measurements of the Property are as follows 本物業的量度尺寸如下 –

   Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
   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。

7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
本物業買賣所包括的裝置、裝修物料及設備如下 –

   Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
   請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。

8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

9. 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.
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。

10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
就第 9 條而言，「對買方的警告」內容如下 –

   (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
   如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

   (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
   你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

   (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
   現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

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

11. 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.
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。

12. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之實質狀況，並接受本物業及其內之裝置、裝修物料及設備之現狀。

13. 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 Solicitor 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 or the attorney of such Purchaser will be permitted to sign the Agreement.
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或該買方之授權人才能夠簽署正式合約。

14. The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a 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 as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement.
正式合約將訂明：如賣方就買方之要求同意以簽訂取消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作為同意取消正式合約之代價 (而並非作為懲罰) 及買方須另外向賣方支付或補償 (視屬何情況而定) 所有有關取消正式合約之律師費、費用及支出 (包括印花稅 (如有))。

15. 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 trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the 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.
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。賣方並不接受買方任何形式之受托人或獲提名人代買方簽署正式合約。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。

16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Principal Deed of Mutual Covenant and Management Agreement in respect of the Development (i.e. LOHAS Park) (the "PDMC") and the Sub-Deed of Mutual Covenant and Management Agreement in respect of Phase XI of the Development (including the Phase of the Development) (the "SDMC") and the plans to be attached to the PDMC and the SDMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) 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 (f) 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 manager of the Phase of the Development 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, the PDMC and the SDMC, Provided That if any of the said advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s) has already been paid by the Vendor to the manager of the Phase of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Phase of the Development) upon completion of sale and purchase of the Property, whether or not such advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s) are transferable or refundable under the PDMC and the SDMC. 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' costs 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 (b) to (f) listed above in any event.
於此買賣交易中買方須負責繳付 (a) 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；(b) 有關草擬發展項目 (即日出康城) 的主公契及管理協議 (「主公契」) 及發展項目第 XI 期 (包括發展項目期數) 的副公契及管理協議 (「副公契」) 之費用及附於主公契及副公契之圖則之費用的適當分攤；(c) 本物業的業權文件認證副本之一切費用；(d) 本物業的正式合約及轉讓契之圖則費；(e) 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 (f) 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、主公契及副公契向賣方或發展項目期數的管理人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，但倘若賣方已向發展項目期數的管理人支付上述之任何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，則買方須於本物業買賣

完成時就相關款項向賣方彌償 (而非付予發展項目期數的管理人)，不論該等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/基金等是否可根據主公契及副公契轉讓或退還。。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擬備、完成交易、加蓋印花、及登記正式合約及轉讓契律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。

17. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitors during office hours on or before the Completion Date. The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
買賣雙方同意於成交日或之前於辦公時間內在賣方律師辦公地點完成交易本物業。買賣完成後，買方將擁有本物業之空置管有權。

18. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price 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.
加付訂金、售價的任何部份及餘款，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。

19. Time shall in every respect be of the essence of this Preliminary Agreement.
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。

20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。

21. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如本臨時合約終止，而買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

22. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
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。

23. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。

24. 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.
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。

25. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
本臨時買賣合約取代雙方過往所有之談判、申述、理解及協議。

26. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
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。

27. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
本臨時合約之中文版本乃英文版本的譯本，僅供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.
買方已細閱本臨時合約，並完全明白及同意其內容。

Purchaser's Signature
買方簽署

For and on behalf of the Vendor
Sino Real Estate Agency Limited
代表賣方簽署
信和地產代理有限公司

附表1

Schedule 1

裝置、裝修物料及設備

Fittings, Finishes and Appliances

第2座(2A)之9樓至10樓、12樓、15樓至23樓、25樓至33樓、35樓至39樓、41樓至43樓、45樓至53樓、55樓至63樓、65樓至66樓之A, B, C, D, E, F, G單位、67樓之A, C, D, E, F單位;

Flat A, B, C, D, E, F and G on 9/F to 10/F, 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 39/F, 41/F to 43/F, 45/F to 53/F, 55/F to 63/F, 65/F to 66/F; Flat A, C, D, E and F on 67/F of Tower 2(2A);

第2座(2B)之9樓至10樓、12樓、15樓至23樓、25樓至33樓、35樓至39樓、41樓至43樓、45樓至53樓、55樓至63樓、65樓至66樓之A, B, C, D, E, F單位、67樓之A, B單位;

Flat A, B, C, D, E and F on 9/F to 10/F, 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 39/F, 41/F to 43/F, 45/F to 53/F,55/F to 63/F, 65/F to 66/F; Flat A and B on 67/F of Tower 2(2B);

內牆 **Internal Wall**	:	(i)	客廳、飯廳、睡房及主人睡房：外露牆配以乳膠漆 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): Emulsion paint where exposed
內部地板 **Internal Flooring**	:		客廳、飯廳、睡房及主人睡房： (a) 複合木地板 (b) 沿開放式廚房及通往露台及平台門戶之地台圍邊部分鋪砌複合石材。 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): (a) Engineered timber flooring (b) Reconstituted stone border along edge of floor adjoining open kitchen and door to balcony and flat roof.
內部天花板 **Internal Ceiling**	:		客廳、飯廳、睡房及主人睡房: 外露天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): Emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint
門 **Door**	:		木門配以金屬飾條於單位主入口、睡房、廚房(開放式廚房除外)及浴室 Timber doors with metal trim at main entrance, bedroom(s), kitchen (except open kitchen) and bathroom(s)
浴室 **Bathroom**	:		牆壁外露位置 – 瓷磚及天然石材; 地板外露位置 – 瓷磚及天然石材; 天花板 – 髹乳膠漆之石膏板假天花; 提供潔具 Walls where exposed - Tiles and Natural stone; Floor where exposed - Tiles and Natural stone; Ceiling - Gypsum board false ceiling finished with emulsion paint; Sanitary fitments are provided;

廚房 **Kitchen**	:	(i)	第2座(2A)之9樓至66樓之A, F及G單位，9樓至67樓之C, D及E單位; 第2座(2B)之9樓至66樓之A, B,C, E及F單位: Flat A, F and G on 9/F to 66/F, Flat C, D and E on 9/F to 67/F of Tower 2(2A); Flat A, B, C, E and F on 9/F to 66/F of Tower 2(2B): 牆壁外露位置 – 鏡、玻璃及膠板; 地板外露位置 – 複合石材圍邊於沿廚櫃邊及複合木地板; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed - Mirror, glass and plastic laminate; Floor where exposed - Reconstituted stone border along edge of kitchen cabinet and engineered timber flooring; Ceiling - Gypsum board false ceiling finished with emulation paint; Cooking Bench - Solid surface material
		(ii)	第2座(2A)之9樓至66樓之B單位，67樓之A及F單位; 第2座(2B)之67樓之A及B單位: Flat B on 9/F-66/F, Flat A and F on 67/F of Tower 2(2A); Flat A and B on 67/F of Tower 2(2B): 牆壁外露位置 – 瓷磚、鏡、玻璃及金屬飾條; 地板外露位置 – 瓷磚; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed – Tiles, mirror, glass and metal trim; Floor where exposed – Tiles; Ceiling – Gypsum board false ceiling finished with emulsion paint; Cooking bench – Solid surface material
		(iii)	第2座(2B)之9樓至66樓之D單位: Flat D on 9/F to 66/F of Tower 2(2B): 牆壁外露位置 – 玻璃隔板及金屬框、鏡、瓷磚、玻璃及金屬飾條; 地板外露位置 – 瓷磚; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed – Glass partition wall with metal frame, tiles, mirror, glass and metal trim; Floor where exposed – Tiles; Ceiling – Gypsum board false ceiling finished with emulsion paint; Cooking bench – Solid surface material
其他設備 **Other Provisions**	:		單頭氣體煮食爐或電磁爐; 抽油煙機; 雪櫃;洗衣乾衣機; 煤氣熱水爐; 客廳、飯廳、主人睡房及睡房裝設冷氣機 Gas cooking Hob or Induction Hob, Cooker hood, Refrigerator, Washer & dryer, Gas water heater, Air-conditioner for Living Room, Dining Room, Master Bedroom and Bedroom(s)

Schedule 2　附表二

In this Schedule 2, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:
於本附表二中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約:
The measurements of the Property are as follows—
本物業的量度尺寸如下—

Phase 期數 XIC Tower 2(2A) 座 Floor 20 樓 Unit B 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 22 樓 Unit B 單位

(a) the saleable area of the Property is 本物業的實用面積為-
66.792 平方米 square metres/ 719 平方呎，其中- square feet of which -
2.271 平方米 square metres/ 24 平方呎為露台的樓面面積；square feet is the floor area of the balcony;
1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積；square feet is the floor area of the utility platform;
-- 平方米 square metres/ -- 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	-- 平方米 square metres/	-- 平方呎 square feet;
窗台的面積為 the area of the bay window is	-- 平方米 square metres/	-- 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	-- 平方米 square metres/	-- 平方呎 square feet;
平台的面積為 the area of the flat roof is	-- 平方米 square metres/	-- 平方呎 square feet;
花園的面積為 the area of the garden is	-- 平方米 square metres/	-- 平方呎 square feet;
停車位的面積為 the area of the parking space is	-- 平方米 square metres/	-- 平方呎 square feet;
天台的面積為 the area of the roof is	-- 平方米 square metres/	-- 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	-- 平方米 square metres/	-- 平方呎 square feet;
前庭的面積為 the area of the terrace is	-- 平方米 square metres/	-- 平方呎 square feet;
庭院的面積為 the area of the yard is	-- 平方米 square metres/	-- 平方呎 square feet.

Phase 期數 XIC Tower 2(2A) 座 Floor 16 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 22 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 26 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 31 樓 Unit F 單位

(a) the saleable area of the Property is 本物業的實用面積為-
42.673 平方米 square metres/ 459 平方呎，其中- square feet of which -
2.000 平方米 square metres/ 22 平方呎為露台的樓面面積；square feet is the floor area of the balcony;
1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積；square feet is the floor area of the utility platform;
-- 平方米 square metres/ -- 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	-- 平方米 square metres/	-- 平方呎 square feet;
窗台的面積為 the area of the bay window is	-- 平方米 square metres/	-- 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	-- 平方米 square metres/	-- 平方呎 square feet;
平台的面積為 the area of the flat roof is	-- 平方米 square metres/	-- 平方呎 square feet;
花園的面積為 the area of the garden is	-- 平方米 square metres/	-- 平方呎 square feet;
停車位的面積為 the area of the parking space is	-- 平方米 square metres/	-- 平方呎 square feet;
天台的面積為 the area of the roof is	-- 平方米 square metres/	-- 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	-- 平方米 square metres/	-- 平方呎 square feet;
前庭的面積為 the area of the terrace is	-- 平方米 square metres/	-- 平方呎 square feet;
庭院的面積為 the area of the yard is	-- 平方米 square metres/	-- 平方呎 square feet.

Villa Garda II 凱柏峰 II

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:
Date 日期:

Vendor 賣方:	MTR Corporation Limited 香港鐵路有限公司	
Vendor's Solicitors 賣方律師:	☐ Deacons 的近律師行	Tel 電話: 2825 9597
	☐ Kao Lee & Yip 高李葉律師行	Tel 電話: 2844 4888
	☐ Woo Kwan Lee & Lo 胡關李羅律師行	Tel 電話: 2586 9898
	☐ Chu & Lau Solicitors & Notaries 劉漢銓律師行	Tel 電話: 2526 2316
	☐ Li & Partners 李偉斌律師行	Tel 電話: 2218 0900
Sales Agent 銷售代表:	信和地產代理有限公司 Sino Real Estate Agency Limited 電話 Tel: (852) 2721 8388 (Estate Agents Licence (Company) No. 地產代理 (公司) 牌照號碼 : C-005086)	

Purchaser 買方:

HKID / Passport / Business Registration No. 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Purchaser's Correspondence / Registered Address 買方通訊 / 註冊地址: **Purchaser's Tel No. 買方電話號碼:**

Name & Address of the Phase of the Development 發展項目期數名稱及地址:

Villa Garda II, Phase XIC of LOHAS PARK
凱柏峰 II, 日出康城第 XIC 期

No.1 Lohas Park Road (Site C2 of The Remaining Portion of Tseung Kwan O Town Lot No.70)
康城路 1 號 (將軍澳市地段第 70 號餘段地盤 C2)

Details of the Property (the "Property") 訂購物業 (「本物業」) 的資料:

Tower 座	Floor 樓	Unit 單位

Payment Term 付款方法 :

The Purchase Price of the Property is 本物業的售價為	HK 港幣$	which shall be paid by the Purchaser to the Vendor in the manner as follows - 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣$	which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement 即售價的 5% 須於簽署本臨時合約時支付
Further Deposit 加付訂金	HK 港幣$	shall be paid on or before 須於以下日子或之前支付: / /
Part Payment 部份售價	HK 港幣$	*shall be paid on or before 須於以下日子或之前支付: / /
Balance of Purchase Price 售價餘款	HK 港幣$	shall be paid on or before 須於以下日子或之前支付: / / **("**Completion Date") (「成交日期」)

* delete as appropriate 刪除不適用者

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed – 按訂約雙方的意向，本臨時合約將會由一份買賣合約 (「正式合約」) 取代，正式合約須 –

(a) by the Purchaser on or before / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (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
由買方於

(b) by the Vendor on or before / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). (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。
由賣方於

Received the Preliminary Deposit in the sum of HK$ Cheque / Cashier Order, subject to Bank Clearance
上述所列臨時訂金經已收妥此據 交來支票 / 本票以銀行過數作實

Cheque / Cashier Order No. 支票 / 本票號碼:

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and subject to the "Other Terms and Conditions" hereinbelow.
賣方及買方於此同意根據上述條款及受下述其他條款及條件限制出售及購買本物業。

Other Terms and Conditions:
其他條款及條件:

1. In this Preliminary Agreement -
在本臨時合約中 –

   (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap.621);
   「實用面積」具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；

   (b) "working day" has the meaning given by section 2(1) of that Ordinance;
   「工作日」具有該條例第 2(1) 條給予該詞的涵義；

   (c) the floor area of an item under clause (a) of the Property set out in "Schedule 2" is calculated in accordance with section 8(3) of that Ordinance; and
   「附表二」載列之本物業的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

   (d) the area of an item under clause (b) of the Property set out in "Schedule 2" is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
   「附表二」載列之本物業的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅 (如有的話)，由買方承擔。

4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅 (如有的話)，由買方承擔。

5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –

   (a) this Preliminary Agreement is terminated;
   本臨時合約即告終止；

   (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
   買方支付的臨時訂金，即被沒收歸於賣方；及

   (c) the Vendor does not have any further claim against the Purchaser for the failure.
   賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

6. The measurements of the Property are as follows 本物業的量度尺寸如下 –

   Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
   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。

7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
本物業買賣所包括的裝置、裝修物料及設備如下 –

   Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
   請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。

8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章) 第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。

9. 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.
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。

10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
就第 9 條而言，「對買方的警告」內容如下 –

   (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
   如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

   (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
   你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

   (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
   現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

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

11. 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.
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。

12. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.
買方購買本物業時完全知悉本物業及其內之裝置、裝修物料及設備之實質狀況，並接受本物業及其內之裝置、裝修物料及設備之現狀。

13. 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 Solicitor 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 or the attorney of such Purchaser will be permitted to sign the Agreement.
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或該買方之授權人才能夠簽署正式合約。

14. The Agreement will provide that in the event of the Purchaser requesting and the Vendor agreeing to execute a 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 as consideration for its agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement.
正式合約將訂明：如賣方就買方之要求同意以簽訂取消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作為同意取消正式合約之代價 (而並非作為懲罰) 及買方須另外向賣方支付或補償 (視屬何情況而定) 所有有關取消正式合約之律師費、費用及支出 (包括印花稅 (如有))。

15. 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 trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the 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.
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。賣方並不接受買方任何形式之受托人或獲提名人代買方簽署正式合約。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。

16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Principal Deed of Mutual Covenant and Management Agreement in respect of the Development (i.e. LOHAS Park) (the "PDMC") and the Sub-Deed of Mutual Covenant and Management Agreement in respect of Phase XI of the Development (including the Phase of the Development) (the "SDMC") and the plans to be attached to the PDMC and the SDMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) 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 (f) 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 manager of the Phase of the Development 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, the PDMC and the SDMC, Provided That if any of the said advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s) has already been paid by the Vendor to the manager of the Phase of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the manager of the Phase of the Development) upon completion of sale and purchase of the Property, whether or not such advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s) are transferable or refundable under the PDMC and the SDMC. 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' costs 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 (b) to (f) listed above in any event.
於此買賣交易中買方須負責繳付 (a) 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；(b) 有關草擬發展項目 (即日出康城) 的主公契及管理協議 (「主公契」) 及發展項目第 XI 期 (包括發展項目期數) 的副公契及管理協議 (「副公契」) 之費用及附於主公契及副公契之圖則之費用的適當分攤；(c) 本物業的業權文件認證副本之一切費用；(d) 本物業的正式合約及轉讓契之圖則費；(e) 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 (f) 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、主公契及副公契向賣方或發展項目期數的管理人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，但倘若賣方已向發展項目期數的管理人支付上述之任何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，則買方須於本物業買賣

完成時就相關款項向賣方彌償 (而非付予發展項目期數的管理人)，不論該等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/基金等是否可根據主公契及副公契轉讓或退還。。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擬備、完成交易、加蓋印花、及登記正式合約及轉讓契律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。

17. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the offices of the Vendor's solicitors during office hours on or before the Completion Date. The Purchaser is, on completion of the sale and purchase, entitled to vacant possession of the Property.
買賣雙方同意於成交日或之前於辦公時間內在賣方律師辦公地點完成交易本物業。買賣完成後，買方將擁有本物業之空置管有權。

18. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price 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.
加付訂金、售價的任何部份及餘款，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。

19. Time shall in every respect be of the essence of this Preliminary Agreement.
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。

20. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
本物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。

21. Upon termination of this Preliminary Agreement, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf, the Vendor may unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.
如本臨時合約終止，而買方或其代表人將本臨時合約在土地註冊處註冊，買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。

22. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
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。

23. The Vendor reserves the right to rectify any errors or omissions in the Purchase Price and Payment Terms and the calculation of the Purchase Price of the Property.
賣方保留權利修改有關售價及支付條款之錯誤或遺漏及該售價在計算方面之錯誤或遺漏。

24. 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.
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。

25. This Preliminary Agreement supersedes all prior negotiation, representation, understanding and agreement of the parties hereto.
本臨時買賣合約取代雙方過往所有之談判、申述、理解及協議。

26. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
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。

27. The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute, the English version shall prevail.
本臨時合約之中文版本乃英文版本的譯本，僅供參考之用。如解釋有任何差異、出入或爭議，概以英文版本為準。

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.
買方已細閱本臨時合約，並完全明白及同意其內容。

Purchaser's Signature
買方簽署

For and on behalf of the Vendor
Sino Real Estate Agency Limited
代表賣方簽署
信和地產代理有限公司

附表1

Schedule 1

裝置、裝修物料及設備

Fittings, Finishes and Appliances

第2座(2A)之9樓至10樓、12樓、15樓至23樓、25樓至33樓、35樓至39樓、41樓至43樓、45樓至53樓、55樓至63樓、65樓至66樓之A, B, C, D, E, F, G單位、67樓之A, C, D, E, F單位;

Flat A, B, C, D, E, F and G on 9/F to 10/F, 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 39/F, 41/F to 43/F, 45/F to 53/F, 55/F to 63/F, 65/F to 66/F; Flat A, C, D, E and F on 67/F of Tower 2(2A);

第2座(2B)之9樓至10樓、12樓、15樓至23樓、25樓至33樓、35樓至39樓、41樓至43樓、45樓至53樓、55樓至63樓、65樓至66樓之A, B, C, D, E, F單位、67樓之A, B單位;

Flat A, B, C, D, E and F on 9/F to 10/F, 12/F, 15/F to 23/F, 25/F to 33/F, 35/F to 39/F, 41/F to 43/F, 45/F to 53/F,55/F to 63/F, 65/F to 66/F; Flat A and B on 67/F of Tower 2(2B);

內牆 **Internal Wall**	:	(i)	客廳、飯廳、睡房及主人睡房：外露牆配以乳膠漆 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): Emulsion paint where exposed
內部地板 **Internal Flooring**	:		客廳、飯廳、睡房及主人睡房： (a) 複合木地板 (b) 沿開放式廚房及通往露台及平台門戶之地台圍邊部分鋪砌複合石材。 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): (a) Engineered timber flooring (b) Reconstituted stone border along edge of floor adjoining open kitchen and door to balcony and flat roof.
內部天花板 **Internal Ceiling**	:		客廳、飯廳、睡房及主人睡房: 外露天花板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room, Bed room(s) and Master Bedroom(s): Emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint
門 **Door**	:		木門配以金屬飾條於單位主入口、睡房、廚房(開放式廚房除外)及浴室 Timber doors with metal trim at main entrance, bedroom(s), kitchen (except open kitchen) and bathroom(s)
浴室 **Bathroom**	:		牆壁外露位置 – 瓷磚及天然石材; 地板外露位置 – 瓷磚及天然石材; 天花板 – 髹乳膠漆之石膏板假天花; 提供潔具 Walls where exposed - Tiles and Natural stone; Floor where exposed - Tiles and Natural stone; Ceiling - Gypsum board false ceiling finished with emulsion paint; Sanitary fitments are provided;

廚房 **Kitchen**	:	(i)	第2座(2A)之9樓至66樓之A, F及G單位，9樓至67樓之C, D及E單位; 第2座(2B)之9樓至66樓之A, B,C, E及F單位: Flat A, F and G on 9/F to 66/F, Flat C, D and E on 9/F to 67/F of Tower 2(2A); Flat A, B, C, E and F on 9/F to 66/F of Tower 2(2B): 牆壁外露位置 – 鏡、玻璃及膠板; 地板外露位置 – 複合石材圍邊於沿廚櫃邊及複合木地板; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed - Mirror, glass and plastic laminate; Floor where exposed - Reconstituted stone border along edge of kitchen cabinet and engineered timber flooring; Ceiling - Gypsum board false ceiling finished with emulation paint; Cooking Bench - Solid surface material
		(ii)	第2座(2A)之9樓至66樓之B單位，67樓之A及F單位; 第2座(2B)之67樓之A及B單位: Flat B on 9/F-66/F, Flat A and F on 67/F of Tower 2(2A); Flat A and B on 67/F of Tower 2(2B): 牆壁外露位置 – 瓷磚、鏡、玻璃及金屬飾條; 地板外露位置 – 瓷磚; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed – Tiles, mirror, glass and metal trim; Floor where exposed – Tiles; Ceiling – Gypsum board false ceiling finished with emulsion paint; Cooking bench – Solid surface material
		(iii)	第2座(2B)之9樓至66樓之D單位: Flat D on 9/F to 66/F of Tower 2(2B): 牆壁外露位置 – 玻璃隔板及金屬框、鏡、瓷磚、玻璃及金屬飾條; 地板外露位置 – 瓷磚; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實體面材 Walls where exposed – Glass partition wall with metal frame, tiles, mirror, glass and metal trim; Floor where exposed – Tiles; Ceiling – Gypsum board false ceiling finished with emulsion paint; Cooking bench – Solid surface material
其他設備 **Other Provisions**	:		單頭氣體煮食爐或電磁爐; 抽油煙機; 雪櫃;洗衣乾衣機; 煤氣熱水爐; 客廳、飯廳、主人睡房及睡房裝設冷氣機 Gas cooking Hob or Induction Hob, Cooker hood, Refrigerator, Washer & dryer, Gas water heater, Air-conditioner for Living Room, Dining Room, Master Bedroom and Bedroom(s)

Schedule 2　附表二

In this Schedule 2, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:
於本附表二中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約:
The measurements of the Property are as follows—
本物業的量度尺寸如下—

Phase 期數 XIC Tower 2(2A) 座 Floor 20 樓 Unit B 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 22 樓 Unit B 單位

(a) the saleable area of the Property is 本物業的實用面積為-
66.792 平方米 square metres/ 719 平方呎，其中- square feet of which -
2.271 平方米 square metres/ 24 平方呎為露台的樓面面積；square feet is the floor area of the balcony;
1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積；square feet is the floor area of the utility platform;
-- 平方米 square metres/ -- 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	-- 平方米 square metres/	-- 平方呎 square feet;
窗台的面積為 the area of the bay window is	-- 平方米 square metres/	-- 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	-- 平方米 square metres/	-- 平方呎 square feet;
平台的面積為 the area of the flat roof is	-- 平方米 square metres/	-- 平方呎 square feet;
花園的面積為 the area of the garden is	-- 平方米 square metres/	-- 平方呎 square feet;
停車位的面積為 the area of the parking space is	-- 平方米 square metres/	-- 平方呎 square feet;
天台的面積為 the area of the roof is	-- 平方米 square metres/	-- 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	-- 平方米 square metres/	-- 平方呎 square feet;
前庭的面積為 the area of the terrace is	-- 平方米 square metres/	-- 平方呎 square feet;
庭院的面積為 the area of the yard is	-- 平方米 square metres/	-- 平方呎 square feet.

Phase 期數 XIC Tower 2(2A) 座 Floor 16 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 22 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 26 樓 Unit F 單位;
Phase 期數 XIC Tower 2(2A) 座 Floor 31 樓 Unit F 單位

(a) the saleable area of the Property is 本物業的實用面積為-
42.673 平方米 square metres/ 459 平方呎，其中- square feet of which -
2.000 平方米 square metres/ 22 平方呎為露台的樓面面積；square feet is the floor area of the balcony;
1.500 平方米 square metres/ 16 平方呎為工作平台的樓面面積；square feet is the floor area of the utility platform;
-- 平方米 square metres/ -- 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	-- 平方米 square metres/	-- 平方呎 square feet;
窗台的面積為 the area of the bay window is	-- 平方米 square metres/	-- 平方呎 square feet;
閣樓的面積為 the area of the cockloft is	-- 平方米 square metres/	-- 平方呎 square feet;
平台的面積為 the area of the flat roof is	-- 平方米 square metres/	-- 平方呎 square feet;
花園的面積為 the area of the garden is	-- 平方米 square metres/	-- 平方呎 square feet;
停車位的面積為 the area of the parking space is	-- 平方米 square metres/	-- 平方呎 square feet;
天台的面積為 the area of the roof is	-- 平方米 square metres/	-- 平方呎 square feet;
梯屋的面積為 the area of the stairhood is	-- 平方米 square metres/	-- 平方呎 square feet;
前庭的面積為 the area of the terrace is	-- 平方米 square metres/	-- 平方呎 square feet;
庭院的面積為 the area of the yard is	-- 平方米 square metres/	-- 平方呎 square feet.

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

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

1. The Purchaser hereby confirms that the Purchaser
就《一手住宅物業銷售條例》而言，買方謹此確認買方

   ☐ **IS** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
   是賣方的「有關連人士」。

   ☐ **IS NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.
   不是 賣方的「有關連人士」。

2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is:
就本聲明而言，如有以下情況，某人即屬賣方的「有關連人士」:
   (a) a director of the Vendor, or a parent, spouse or child of such a director;
   該人是賣方的董事，或該董事的父母、配偶或子女；
   (b) a manager of the Vendor;
   該人是賣方的經理；
   (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
   該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
   (d) an associate corporation or holding company of the Vendor;
   該人是賣方的有聯繫法團或控權公司；
   (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
   該人是上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
   (f) a manager of such an associate corporation or holding company.
   該人是上述有聯繫法團或控權公司的經理。

3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor immediately.
買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改，買方同意及承諾即時通知賣方。

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

Signed by the Purchaser 買方簽署

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Notes:
備註:

1. "***Manager***" has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial function in relation to the company under the directors' immediate authority.
"***經理***"具有《公司條例》(第 622 章)給予該詞的涵義，即就一間公司而言，指在董事的直接權限下就該公司執行管理職能的人。

2. "***Private company***" has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restricts a member's right to transfer shares; and (b) limits the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.
"***私人公司***"具有《公司條例》(第 622 章)給予該詞的涵義，即指一間藉其章程細則作出下列規限的公司: (a) 限制成員轉讓股份的權利；及 (b)將成員最高人數限於 50 人，但不包括本身是有關公司僱員的成員，亦不包括曾同時是成員及有關公司僱員，但於不再是該公司僱員後仍繼續是成員的人；及(c) 禁止邀請公眾人士認購該公司的任何股份或債權證。

3. "***Associate corporation***" means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. "Subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if :-
"***有聯繫法團***"指(a)賣方的附屬公司或(b)賣方的控權公司的附屬公司。附屬公司指《公司條例》(第 622 章)所指的附屬公司。根據《公司條例》，一間公司一般來說須當作為另一間公司的附屬公司，如 :-
   (a) that other company-
   該另一間公司—
      (i) controls the composition of the board of directors of the first-mentioned company; or
      控制首述的公司董事局的組成；或
      (ii) controls more than half of the voting power of the first-mentioned company; or
      控制首述的公司過半數的表決權；或
      (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
      持有首述的公司的過半數已發行股本(所持股本中，如部分在分派利潤或資本時無權分享超逾某一指明數額之數，則該部分不計算在該股本內)；或
   (b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.
   首述的公司是一間公司的附屬公司，而該間公司是上述另一間公司的附屬公司。

4. "***Holding company***" means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.
"***控權公司***"指(就賣方而言) 一家公司而賣方為該公司的附屬公司。

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

Appendix 附件 D

Declaration of Relationship with the Owner
與擁有人關係的聲明

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

請於以下適用的方格內填上「✓」號及所需資料，以確認與擁有人是否有相關關係。
Please fill in the appropriate box(es) below with a "✓" together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

A. ☐ **本人／我等現確認本人／我等是獨立的第三者，並非擁有人的有關連人士。**
I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a) related party(ies) to the Owner.

B. ☐ **本人／我等現確認本人／我等是擁有人之關連人士。**
I / We hereby confirm that I / we am / are (a) related party(ies) to the Owner.

本人／我等現進一步確認，本人／我等是：
I / We hereby further confirm that I / we am / are:

1. ☐ 擁有人的董事 a director of the Owner
2. ☐ 擁有人董事的父母 a parent of a director of the Owner (有關董事的姓名 name of the director: _____)
3. ☐ 擁有人董事的配偶 a spouse of a director of the Owner (有關董事的姓名 name of the director: _____)
4. ☐ 擁有人董事的子女 a child of a director of the Owner (有關董事的姓名 name of the director: _____)
5. ☐ 擁有人的經理 a manager of the Owner
   (隸屬部門 Department: _____) (職銜 job title:_____)
6. ☐ 擁有人經理的父母 a parent of a manager of the Owner (有關經理的姓名 name of the manager: _____)
   (隸屬部門 Department: _____) (職銜 job title:_____)
7. ☐ 擁有人經理的配偶 a spouse of a manager of the Owner (有關經理的姓名 name of the manager: _____)
   (隸屬部門 Department: _____) (職銜 job title:_____)
8. ☐ 擁有人經理的子女 a child of a manager of the Owner (有關經理的姓名 name of the manager: _____)
   (隸屬部門 Department: _____) (職銜 job title:_____)
9. 私人公司 a private company –
   (a) ☐ 而擁有人的董事屬其董事或股東 of which a director of the Owner is a director or shareholder
   (有關董事的姓名 name of the director: _____)
   (b) ☐ 而擁有人董事的父母屬其董事或股東 of which a parent of a director of the Owner is a director or shareholder
   (有關董事的姓名 name of the director: _____)
   (c) ☐ 而擁有人董事的配偶屬其董事或股東 of which a spouse of a director of the Owner is a director or shareholder
   (有關董事的姓名 name of the director: _____)

(d) ☐ 而擁有人董事的子女屬其董事或股東 of which a child of a director of the Owner is a director or shareholder
(有關董事的姓名 name of the director: _____)

(e) ☐ 而擁有人的經理屬其董事或股東 of which a manager of the Owner is a director or shareholder
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title:_____)

(f) ☐ 而擁有人的經理的父母屬其董事或股東 of which a parent of a manager of the Owner is a director or shareholder
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title:_____)

(g) ☐ 而擁有人的經理的配偶屬其董事或股東 of which a spouse of a manager of the Owner is a director or shareholder
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title:_____)

(h) ☐ 而擁有人的經理的子女屬其董事或股東 of which a child of a manager of the Owner is a director or shareholder
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title:_____)

10. ☐ 擁有人的有聯繫法團或控權公司 an associate corporation or holding company of the Owner

11. ☐ 擁有人的有聯繫法團或控權公司的董事 a director of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)

12. ☐ 擁有人的有聯繫法團或控權公司的董事的父母 a parent of a director of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關董事的姓名 name of the director: _____)

13. ☐ 擁有人的有聯繫法團或控權公司的董事的配偶 a spouse of a director of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關董事的姓名 name of the director: _____)

14. ☐ 擁有人的有聯繫法團或控權公司的董事的子女 a child of a director of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關董事的姓名 name of the director: _____)

15. ☐ 擁有人的有聯繫法團或控權公司的經理 a manager of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title: _____)

16. ☐ 擁有人的有聯繫法團或控權公司的經理的父母 a parent of a manager of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title: _____)

17. ☐ 擁有人的有聯繫法團或控權公司的經理的配偶 a spouse of a manager of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title: _____)

18. ☐ 擁有人的有聯繫法團或控權公司的經理的子女 a child of a manager of an associate corporation or holding company of the Owner
(有關有聯繫法團或控權公司的名稱 name of the associate corporation or holding company:_____)
(有關經理的姓名 name of the manager: _____)
(隸屬部門 Department: _____) (職銜 job title: _____)

備註
Remarks：

1) 「擁有人的控權公司」：不適用
"holding company of the Owner": N/A
2) 「有聯繫法團」 就某法團或指明團體而言，指該法團或指明團體的附屬公司或該法團或指明團體的控權公司的附屬公司；
"associate corporation", in relation to a corporation or specified body, means a subsidiary of the corporation or specified body; or a subsidiary of a holding company of the corporation or specified body;
3) 「附屬公司」 指《公司條例》(第 622 章) 所指的附屬公司；
"subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap 622);
4) 「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；及
"manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap 622); and
5) 「私人公司」 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義。
"private company" has the meaning given by section 11 of the Companies Ordinance (Cap 622).
* 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。"Owner" means the legal or beneficial owner of the Phase of Development.

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

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

(1) 買方簽署Signature of the Purchaser

_____
日期Date：_____

(2) 買方簽署Signature of the Purchaser

_____
日期Date：_____

(3) 買方簽署Signature of the Purchaser

_____
日期Date：_____

(4) 買方簽署Signature of the Purchaser

_____
日期Date：_____

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

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

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 買方簽署：_____

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

The Purchaser hereby declares that _____ of _____ (EAA Licence No. _____) ("the Intermediary") has introduced the Purchaser to the sales office for the purchase of the Property under a Preliminary Agreement for Sale and Purchase under reference no. _____ .
買方確認經由 _____ 之 _____ 地產代理牌照號碼 _____) (「中介人」) 介紹到售樓處簽署臨時買賣合約(編號為 _____)購買上述物業。

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 the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
   買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。

2. 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負責。

3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
   除樓價、更改買賣合約及提供資料、文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買上述物業時向其索取任何金錢或其他利益，買方應向廉政公署舉報。

4. 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。

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

Signed by the Purchaser 買方簽署 Signed by the Intermediary 中介人簽署

_____ _____

Note
備註:
* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。
\# "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development.
「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Declaration Regarding No Intermediary
關於並無中介人的聲明

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

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

1. The Purchaser attends the Vendor's sales office to purchase the Property and sign a Preliminary Agreement for Sale and Purchase for such purchase directly with the Vendor without the involvement of any intermediary.
   買方是到賣方的售樓處直接購買並簽署購買本物業的臨時買賣合約，不經任何中介人參與。

2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. 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。

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

Signed by the Purchaser 買方簽署

_____

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Personal Information Collection Statement ("PICS")
收集個人資料聲明 (「本聲明」)

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

部份 A
Part A

信和地產代理有限公司(「**本公司**」、「**我們**」)於收集閣下的個人資料(「**個人資料**」)時將遵守《個人資料(私隱)條例》(香港法例第486章)的規定,致力於保護閣下的私隱,以及通知閣下若干事宜。
Sino Real Estate Agency Limited ("**Company**", "**we**") complies with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486 of Laws of Hong Kong), is committed to safeguarding your privacy, and notifies you of certain matters when collecting personal information from you ("**Personal Information**").

就本個人資料收集聲明而言,「**信和集團**」包括Sino Club Limited、信和地產代理有限公司、信和物業管理有限公司、信和護衛有限公司、恒毅環衛服務有限公司、信和停車場管理有限公司、皇家太平洋酒店、城市花園酒店、香港黃金海岸酒店、港島太平洋酒店、中環·石板街酒店、香港遨凱酒店、信和行政服務有限公司及其各自的控股公司、附屬公司、控股公司的同系附屬公司、聯營公司及聯屬公司。
For the purposes of this Personal Information Collection Statement , "**Sino Group**" includes Sino Club Limited, Sino Real Estate Agency Limited, Sino Estates Management Limited, Sino Security Services Limited, Best Result Environmental Services Limited, Sino Parking Services Limited, The Royal Pacific Hotel & Towers, City Garden Hotel, Hong Kong Gold Coast Hotel, Island Pacific Hotel, The Pottinger Hong Kong, The Olympian Hong Kong, Sino Administration Services Limited, and their respective holding companies, subsidiaries, fellow subsidiaries of the holding companies, associated companies and affiliates.

資料的收集
COLLECTION OF DATA

於閣下以實體或網上形式作購買物業意向或投標登記、簽訂購買物業協議、合約或確認書;或申請服務、會籍及於任何其他情況下當閣下提交要求或查詢,或使用我們的網站及手機應用程式時,閣下可能會被要求向我們提供個人資料。
At the time of registration of intent or tender to purchase property, signing property purchase agreements, contracts or confirmation, application for membership, services in physical or online format and at any other time when you submit a request or enquiry, or use of our website(s) and mobile app(s), you may be asked to provide us with Personal Information.

閣下提供個人資料屬自願性質,然而,如果閣下不向我們提供相關的個人資料,賣方就不能為閣下處理上述物業買賣,閣下亦可能無法享用全部服務、活動或接收全部資料,而且賣方/我們可能無法滿足閣下的其他要求或回應閣下的查詢。
The provision of your Personal Information is voluntary. However, if you do not provide us with relevant Personal Information, the Vendor will be unable to process the Sale and Purchase of the above Property for you, you may also not be able to be provided the services, activities or information in full and the Vendor/we may not be able to fulfill your other requests or respond to your inquiries.

如果閣下向我們提供任何第三方的個人資料,閣下須確保已取得該第三方同意,而且該第三方完全知悉我們的私隱政策,包括本個人資料收集聲明。
If you provide Personal Information of any third parties to us, you must ensure that you have obtained the third party's consent and that the third party is fully aware of our Privacy Policy, including this Personal Information Collection Statement.

收集個人資料的目的及用途
PURPOSE OF COLLECTION AND USE OF PERSONAL INFORMATION

我們所收集的個人資料將在香港境內用作以下用途:
The Personal Information we collect will be used for the following purposes inside Hong Kong:

1. 考慮及處理閣下的申請及登記，包括物業購買，特別是認購指明物業；申請 Sino Club 會籍、活動登記、帳戶登記申請；處理閣下於問卷上的回應，以及備存聯絡人名單以作通訊之用；
considering and processing your application and registration, including property purchase, in particular, purchasing specified properties, application for Sino Club membership, event registration and account registration of Sino Club, processing your feedback in the questionnaire, and to maintain contact lists for correspondence;

2. 與閣下通訊及向閣下提供有關上述物業資訊；
communication with you and provision of information to you in relation to the above property;

3. 評估及／或核實提供予我們的資料；
assessing and/or verifying information supplied to us;

4. 由我們或任何其他人士（包括信和集團任何成員公司或任何其他企業、公司、法團、機構或組織）（統稱或個別稱「相關人士」）為閣下提供、管理及安排以下服務：會籍服務；活動服務；物業服務；和帳戶服務等；
providing, administering and arranging for you the following services by us, or any other person including any member of the Sino Group or any other firm, company, corporation, body or organization (collectively or individually "Relevant Person"): membership services, event services, property services and account services, etc.;

5. 促進閣下與我們及／或任何信和集團成員公司間之溝通，包括閣下就對我們、任何信和集團成員及／或任何相關人士之設施、服務及／或產品之需要及期望作出的反饋；跟進閣下透過我們的網站、手機應用程式及／或其它方式提出的意見、問卷回應、查詢、或其他訊息；以及向閣下發送有關我們為閣下提供的服務的行政通訊及與信和集團或其成員公司業務相關的公告；
facilitating our communications, and/or the communications of any member of the Sino Group with you, including feedback from you on your needs and expectations of facilities, services and/or products from us, any member of the Sino Group and/or any Relevant Person, following up on comments, surveys, enquiries and other messages that you submit to us through our website, mobile application and/or other means, and sending you administrative communications about our services provided to you as well as business-related announcements about the Sino Group or its members;

6. 進行內部控制、解決爭議、處理問題及執行我們的條款及細則；
operating internal control, resolving disputes, troubleshooting problems and enforcing our terms and conditions;

7. 經閣下同意，我們會向閣下促銷產品、服務及其他主體（請參閱附件直接促銷一節）；
with your consent, marketing products, services and other subjects to you (please refer to the Direct Marketing section in the appendix);

8. 進行研究及／或分析及／或編製統計數據以了解閣下的需要，從而設計全新及／或改善現有設施、服務及／或產品，或用作與我們的業務、信和集團任何成員公司或任何相關人士業務有關的其他用途；
conducting research and/or analysis and/or to compile statistics to understand your needs so as to design new and/or enhancing existing facilities, services and/or products or for any other purposes in connection with our business, the business of any member of the Sino Group or any Relevant Person;

9. 遵守任何適用法律下的任何披露規定；
complying with any disclosure requirements under any applicable law;

10. 防止、偵查及／或調查可能屬違法或有合理嫌疑涉及任何犯罪的活動；
prevention, detection and/or investigation of activities that may be illegal or reasonably be suspected of committing any offence;

11. 保護信和集團任何成員公司及相關人士、我們的僱員、股東及其他人士的權利、財產或安全；及
protecting the rights, property or safety of any member of the Sino Group and Relevant Person, our employees, members, and others; and

12. 與上述用途直接相關或附帶的任何其他用途。
any other purpose directly relating or incidental to the above purposes.

個人資料披露
DISCLOSURE OF PERSONAL INFORMATION

我們將對所持有的個人資料保密，但我們可能會就上述用途向香港境內的以下多方或任何一方提供閣下的個人資料：
Personal Information held by us will be kept confidential but we may provide your Personal Information to the following parties or any of them inside Hong Kong for the purposes set out above:

1. 信和集團任何成員公司；
any member of the Sino Group;

2. 向我們或信和集團任何成員公司提供行政、管理、電腦技術外判、雲端服務、支付處理、數據處理、營銷及研調、分銷、電訊、會計、審計服務的任何代理商、承包商或第三方服務提供商；
any agent, contractor or third party service provider who provides administrative, management, computer technology outsourcing, cloud services, payment processing, data processing, marketing and research, distribution, telecommunications, accounting, auditing services to us or any member of the Sino Group;

3. 保險公司及顧問；
insurance companies, and consultants;

4. 按法律規定或在法律允許的情況下，政府、執法、監管或其他機關。
government, law enforcement, regulatory or other authorities where required by or otherwise permitted by law.

查閱資料
ACCESS TO DATA

閣下有權要求查閱及修改我們所持有閣下的個人資料。我們可能會就處理閣下查閱資料的要求而取收合理費用。
You have the right to request access to, and correction of, your Personal Information held by us. For data access requests, we may require payment of reasonable charges incurred by us in relation to administering and complying with your request.

如閣下希望核查我們是否持有閣下的個人資料、查閱我們所持有的個人資料或更正我們所持有不正確的個人資料，請聯絡九龍尖沙咀梳士巴利道尖沙咀中心 11 至 12 樓銷售經理。
If you wish to check whether we hold your Personal Information, access Personal Information held by us or correct your Personal Information held by us which is inaccurate, please contact Sales Manager at 11th-12th/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon.

此個人資料收集聲明乃屬我們的私隱政策的一部份，並受其約束。本集團私隱政策資料於本集團網址 https://www.sino.com/zh-HK/Special-Pages/Personal-Data-(Privacy)-Policy 提供。
This Personal Information Collection Statement is also part of and is subject to our Privacy Policies, information of which is provided in our website https://www.sino.com/en-US/Special-Pages/Personal-Data-(Privacy)-Policy.aspx.

部份 B
Part B

Sino Club 會員登記及升級
Registration and Upgrade of Sino Club Membership

若認購人（「**認購人**」、「**閣下**」、「**本人**」）選擇成爲 Sino Club 會員（「同意選擇」），認購人同意登記為 Sino Club 會員及（若認購人已為 Sino Club 會員及於任何時候訂立購買指定住宅物業任何單位的臨時買賣合約（下稱「買賣合約」）） 升級成為 Sino Club 尊尚會員並同意信和地產代理有限公司（「本公司」或「我們」）將認購人在本表格及(若適用)買賣合約內的個人資料及所購的指定住宅物業單位的資料（「個人資料」）移轉/提供至 Sino Club Limited 作申請及登記會籍或，(按情況)升級成為尊尚會員及作資料核對之用。Sino Club Limited 會將在本表格提供的姓名、電郵及手提電話號碼，與存於其會員檔案的資料作核對，以核實認購人是否為現有 Sino Club 會員。如尚未為 Sino Club 的會員，認購人將登記為 Sino Club 會員。若認購人被登記為 Sino Club 普通會員或已為 Sino Club 普通會員，及已訂立買賣合約，則認購人將會升級為尊尚會員。認購人作出同意選擇後，即視為確認已詳閱、明白並同意遵守 Sino Club 會員守則 (https://www.sinoclub.com/tc/terms-and-conditions)及個人資料（私隱）政策 (https://www.sinoclub.com/tc/privacy-policy) 及個人資料收集聲明 (https://www.sinoclub.com/tc/personal-information-collection-statement) 並聲明以上填報資料均屬真實、正確及完整。本公司亦於售樓部存放 Sino Club 會員守則及個人資料（私隱）政策及個人資料收集聲明之實體文本可供審閱) 。
By agreeing to register as a Sino Club Member(s) ("Registration Agreement"), applicant(s) ("Applicant(s)" or "you") agree to register as Sino Club Member(s) and, (if Applicant(s) is/are existing Sino Club Member(s) and has/have at any time entered into preliminary agreement for purchase of any unit in the specified residential property ("Preliminary Agreement"), upgrade as Sino Club Privilege Member(s) and agree Sino Real Estate Agency Limited ("Company" or "we") to transfer/provide to Sino Club Limited personal information of Applicant(s) and particulars of unit in the specified residential property purchased by Applicant(s) ("Personal Information") in this form and, if applicable, in the Preliminary Agreement for processing the membership application and registration or, as the case may be, upgrade of membership and for data matching. Sino Club Limited will match name, email and mobile number provided in this form with those information of its members kept in its record to check if Applicant(s) is/are existing Sino Club member(s). New member registration will be processed if Applicant(s) is/are not yet Sino Club member(s). If Applicant(s) is/are existing or has/have become Sino Club Ordinary member(s) and Applicant(s) has/have entered into Preliminary Agreement, Applicant(s) shall be upgraded to Privilege member(s). By submitting the Registration Agreement, Applicant(s) hereby confirm that Applicant(s) has/have read, understand and agree to be bound by the Terms and Conditions (https://www.sinoclub.com/en/terms-and-conditions) , the Customer Data (Privacy) Policy (https://www.sinoclub.com/en/privacy-policy), and Personal Information Collection Statement (https://www.sinoclub.com/en/personal-information-collection-statement) of Sino Club, copies of which are also available for inspection at the Company's sales office. Applicant(s) also declare that all information supplied by Applicant(s) is true, correct and complete.

直接促銷
DIRECT MARKETING

我們欲將閣下的個人資料作直接促銷之用，惟須就此用途取得閣下同意(包括表明不反對)。謹請留意：
We intend to use your Personal Information in direct marketing and we require your consent (which includes an indication of no objection) for that purpose. Please note:

1. 閣下的姓名及聯絡資料可能用於直接促銷；
   your name and contact information may be used by us for direct marketing;

2. 我們可能會向閣下促銷下列各類產品、服務及主體：
   the following classes of products, services and subjects may be marketed:

   a. 工業物業、辦公室、商舖、商場、住宅物業及存儲空間的投資、銷售及租賃服務；
      investment, sale and leasing services with respect to industrial properties, offices, shops, shopping malls, residential properties and storage spaces

   b. 物業管理服務，例如保安、泊車、衛生、清潔服務及／或保安服務；
      property management services such as security, parking, hygiene, cleaning and/or security services;

   c. 企業資訊；
      corporate information;

   d. 藝術、文化、休閒及／或娛樂服務；
      arts, cultural, leisure and/or entertainment services;

   e. 環境保護、義工及社區活動服務；
      environmental protection, volunteer and community events services;

   f. 酒店、提供居間相關產品及服務、會議設施及服務、旅遊、旅行團、水療、航行、遊艇及鄉村俱樂部；
      hotels, hospitality-related products and services, conference facilities and services, travel, tours, spas, sailing, yachts, and country clubs;

   g. 食品及飲料、餐廳、餐飲、糖果及雜貨、酒類、家居用品、一般商品、健康及美容、藥物、嬰兒／兒童／教育或寵物產品及服務、文具及書籍、時尚用品及配飾、珠寶及手錶、傢俱、運動及休閒設備、電子產品及電器、音樂、汽車相關服務、金融服務／產品、旅遊／居間／生活服務以及電子商務（包括交易和支付平台及網上拍賣）之零售促銷；Retail promotion of food & beverages, restaurants, catering, confectionary & groceries, wine and liquor, household products, general merchandise, health & beauty, pharmaceuticals, baby/ children/ educational or pet products & services, stationery & books, fashion items & accessories, jewelry & watches, furniture, sports & leisure equipment, electronics & electrical appliances, music, motor related services, financial services/products, travel/ hospitality/ lifestyle services, and e-commerce (including trading and payment platforms and online auctions);

   h. 信和集團任何成員公司管理或營運的會籍、顧客忠誠計劃、積分及獎勵計劃；
      membership, loyalty, bonus point and reward programmes managed or operated by any member of Sino Group;

3. 上述產品、服務及主體可由我們及／或信和集團任何成員公司提供；及
   the above products, services and subjects may be provided by us and/or any member of the Sino Group; and

4. 除由我們促銷上述產品、服務及主體之外，我們還可能向信和集團其他成員公司提供閣下的姓名及聯絡資料，以供他們用作直接促銷上述產品、服務及主體，惟我們須就此用途取得閣下書面同意（包括表明不反對）。
   in addition to marketing the above products, services and subjects ourselves, we may provide your name and contact information to other members of the Sino Group for use by them in direct marketing those products, services and subjects, and we require your written consent (which includes an indication of no objection) for that purpose.

就部份A而言，本人確認及知悉其中之內容及條款。就部份B而言，本人明白，本人於下方簽名，及沒有剔選下面方框，即表示本人同意登記為Sino Club會員或（按情況）升級成為Sino Club尊尚會員：已詳閱、明白並同意遵守Sino Club會員守則及個人資料（私隱）政策及個人資料收集聲明或/及同意信和地產代理有限公司 提供及轉移本人的姓名及聯絡資料予信和集團其他成員公司以作直接促銷之用。
In terms of Part A, I hereby confirm and acknowledge the contents and the terms contained therein. In terms of Part B, I understand that with my signature below without ticking the below box(es), I consent to register for Sino Club membership or (as the case may be) upgrade as Sino Club Privilege Member(s), have read, understand and agree to be bound by the Terms and Conditions and the Customer Data (Privacy) Policy and Personal Information Collection Statement of Sino Club, and/or consent for Sino Real Estate Agency Limited to provide and transfer to members of Sino Group of my name and contact information for direct marketing purposes.

☐ 本人不同意登記為 Sino Club 會員。
I do not agree to register as Sino Club Member.

☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。
I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the "Direct Marketing" section above.

(Signature) (簽署)

(Name) (姓名)
Date: 日期: _____

☐ 本人不同意登記為 Sino Club 會員。
I do not agree to register as Sino Club Member.

☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。
I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the "Direct Marketing" section above.

(Signature) (簽署)

(Name) (姓名)
Date: 日期: _____

☐ 本人不同意登記為 Sino Club 會員。
I do not agree to register as Sino Club Member.

☐ 本人不同意信和地產代理有限公司提供／轉移本人的姓名及聯絡資料給信和集團成員公司，以作上文「直接促銷」一節列明的直接促銷用途。
I do not agree for Sino Real Estate Agency Limited to provide/ transfer my name and contact information to members of the Sino Group, for direct marketing purposes as outlined in the "Direct Marketing" section above.

(Signature) (簽署)

(Name) (姓名)
Date: 日期: _____

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Personal Information Collection Statement ("PICS") (MTR CORPORATION LIMITED)
收集個人資料聲明 (「本聲明」) (香港鐵路有限公司)

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

1. Your Privacy 閣下的私隱

1.1 MTR Corporation Limited (香港鐵路有限公司) ("**MTR Corporation**", "**we**", "**our**" or "**us**") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the **Personal Data (Privacy) Ordinance** (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.
香港鐵路有限公司 (MTR Corporation Limited) (「**港鐵公司**」、「**我們**」或「**我們的**」)在收集、儲存、使用及傳送個人資料時，尊重閣下的法定私隱權利，而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《**個人資料(私隱)條例**》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此，我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。

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.
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 In this PICS, "**personal data**" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.
在本聲明內，「**個人資料**」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況、閣下的僱主、閣下的收入)，而可切實可行地從該資料確定個別人士的身份。

1.4 If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.
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. Purposes for which we will use your personal data 我們將會使用閣下的個人資料作何等用途

2.1 We collect your personal data when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.
當閣下與港鐵公司接洽，以購買或租賃在其中一個我們的物業發展項目內的物業時，我們會收集閣下的個人資料。當閣下首次聯絡我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時，閣下的個人資料可能會被收集。

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.
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. Purposes for which it is **obligatory** for you to provide your personal data are:
閣下**必須**提供閣下的個人資料所作的用途為：

(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;
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) 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;
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) handling and following up service calls, enquiries and complaints;
處理及跟進服務電話通話、查詢及投訴；

(d) verification of your identity;
核實閣下的身份；

(e) complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "**MTR Group"**) and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
符合根據 (i) 對港鐵公司及其附屬公司和相關聯公司(合稱為「**港鐵集團**」)具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施所規定而作出披露的責任、規定、建議或指示；

(f) enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction; and
使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易；及

(g) purposes directly relating to any of the above purposes.
與任何上述用途直接有關的用途。

B. Purposes for which it is only **voluntary** for you to provide your personal data are:
閣下可**自願**提供閣下的個人資料所作的用途為：

Not Applicable
不適用

3. Disclosure
披露

3.1 In cases where we do collect personal data from you, we will:
若我們向閣下收集個人資料，我們將會：

(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;
(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) where relevant, give you the opportunity to object to a particular use of your personal data; and
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) tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.
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 We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:
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) if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of the said business;
如果港鐵公司決定出售其業務的任何相關部分，則向前述出售業務的任何實際或擬定受讓人、承轉人或繼承人；

(b) the developer of our property development containing the property we are selling and leasing, and to the guarantor of the developer guaranteeing or securing the developer's construction obligations of our property development;
向包含我們正在出售及租賃物業之港鐵公司的物業發展項目的發展商及擔保或保證發展商就我們的物業發展項目的建築責任的發展商擔保人；

(c) any agent, contractor or third party service provider who provides legal, property agency, administrative, telecommunications, computer and other services to MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above – such service providers may include (but are not limited to) solicitors acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;
向港鐵公司提供有關其業務營運及貫徹在上文第 2 段內所列出用途的法律、物業代理、行政、電訊、電腦及其他服務的任何代理人、承辦商或第三方服務提供者 – 該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們的律師，或者協助我們或促銷物業、管理物業或處理與物業有關的行政事務的其他方；

(d) any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;
根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定，港鐵公司有責任向其作出披露的任何人士；

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

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or contractors who are authorised to do so. Where personal data is stored electronically, it will be kept on a separate server and will be password-protected (or under some equivalent form of protection) and accessible only by authorised personnel of MTR Corporation or its agents or contractors. Employees, agents and contractors designated to handle personal data will be instructed to do so only in accordance with this PICS.
除在上文第 3 段內所述外，閣下的個人資料(不論被如何儲存)，只會由我們獲准許查閱有關資料的僱員、代理人或承辦商查閱。若個人資料是以電子方式儲存，該等資料將被保存在獨立的伺服器內，並將有密碼保護(或受某種同等形式的保護)且只可由已獲准許的港鐵公司人員或港鐵公司的代理人或承辦商查閱。被指定處理個人資料的僱員、代理人及承辦商將接獲指示只可按照本聲明如此行事。

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

If we have to take legal or other action against you for any reason whatsoever including but not limited to recovering from you any money you owe to us, you expressly agree that any personal data provided by you can be relied upon in identifying and taking such action against you.
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. Your Right to Access and Correction
閣下的查閱及改正權利

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

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

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

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

8. Retention of Data
資料的保留

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。

9. Acknowledgement
確認

Please sign below to indicate your understanding of and agreement to the above provisions.
請在下方簽署以示閣下理解及同意以上條文。

SIGNATURE OF PURCHASER 買方簽署：_____

NAME OF PURCHASER 買方姓名：_____

DATE 日期：_____

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

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳儀有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

To: the Vendor
致：賣方

1. I/We, the undersigned, hereby acknowledge and confirm that I/we note the following rights of the Government of Hong Kong SAR ("**the Government**") and MTR Corporation Limited ("**MTR**") under General Condition No.5 of the New Grant No.9689 ("**the Government Grant**") in respect of the above development prior to my/our signing of the Preliminary Agreement for Sale and Purchase ("**the Preliminary Agreement**") of the Property :-
本人/我們謹此簽署確認，本人/我們在簽署該物業的臨時買賣合約（「**臨時合約**」）前，已清楚知道根據上述發展項目的新批地文件第 9689 號（「**批地文件**」）內一般條款第 5 項，香港特別行政區政府（「**政府**」）及香港鐵路有限公司擁有下列權利：

   (a) Prior to the issue of a certificate that the conditions of the Government Grant have been complied with to the satisfaction of the Director of Lands (as to which the certificate by or on behalf of the Director of Lands shall be conclusive and, for the purposes of General Condition No. 5 of the Government Grant, no account shall be taken of whether MTR has, as a matter of fact, complied with the said conditions, or any of them), the Government and MTR (who for this purpose excludes its successors and assigns) have the right :-
   在地政總署署長已驗證批地文件內之條款已完全被遵守並達至他滿意的程度，並發出滿意紙 (由地政總署署長或其代表所發出的滿意紙為最終定論，就批地文件一般條約第 5 項而言，並不考慮香港鐵路有限公司實際上是否已遵守前述條款或其任何條款) 前，政府及香港鐵路有限公司 (為此不包括其繼承人及受讓人) 有下列權利：

      (i) to agree and enter into any addition, substitution, variation, alteration, modification or amendment to the Government Grant and, without limitation, to any drawings, designs, plans of any nature or purpose whatsoever (whether required under the Government Grant or otherwise), including but not limited to layout plans, general building plans, car parking layout plans, landscape plans, concept plans, submissions and the Technical Schedules annexed to the Government Grant;
      同意及對批地文件作出任何附加、取替、變更、改變、修改或修正。這些附加、取替、變更、改變、修改或修正不限於任何草圖、設計、任何性質或用途之圖則 (不論是就批地文件要求下或在其他情況下)，包括但不限於大綱藍圖、建築圖則、停車場設計圖則、景觀設計圖、構思圖則、提議及附錄於批地文件之工程規格附表;

      (ii) to apply for and obtain any other consents, waivers, permissions, approvals or any other decision from the Director of Lands and which shall be subject only to the special approval of the Director of Lands which he may give or refuse in his absolute discretion (and whose decision shall be final) and subject to any conditions which may be imposed by him (including the payment of any premium or fees as he may require);
      向地政總署署長申請及取得其任何同意、放棄、允許、批准或任何由地政總署署長所作出的決定，該申請須取得地政總署署長的特別批准。就此，地政總署署長有絕對自行決策權給予或拒絕有關申請 (並且該決定是最終的)，他也可附加任何條款 (包括要求支付地價或其他費用) ;

      (iii) to enter into any deed poll, or to surrender, dedicate or assign to the Government any part of The Remaining Portion of Tseung Kwan O Town Lot No.70 ("**the Lot**") or the development thereon or any interest therein, or to carve out any part of the Lot for any purpose whatsoever and to execute and take up any grant of an extension to the area of the Lot;
      簽訂任何分割契據、交還、獻給或轉讓將軍澳市地段 70 號餘段 (「**該地段**」) 的任何部份、該地段上之發展項目或其任何利益予政府，或可就該餘段地段的任何用途，切割該地段的任何部分及簽署有關伸延該地段的批地文件;

without any need to consult with or obtain the agreement, approval or consent of any purchaser, sub-purchasers, mortgagee, chargee, tenant, licensee or holder of any other interest (whether beneficial or otherwise) in the Lot (all hereinafter referred to and included in the expression "**Owners**") and to sign or execute any documents necessary to do so without joining in or requiring the signature of the Owners for their interest (if any).
就行使上述的任何權利，政府及香港鐵路有限公司無需向任何買家、再轉售者、抵押權人、承押記人、租戶、准用者或該地段任何權益之持有者 (不論是實益權益或其他)(全部以下將包括及表述為「**業主**」)，作出任何有關咨詢或獲得其協議、批准或同意。政府及香港鐵路有限公司並有權簽署或執行任何有關文件，而無需聯同或加入業主的署名以代表其權益(如有的話)。

(b) No addition, substitution, variation, alteration, modification, amendment, consent, waiver, approval, permission or other act of the Director of Lands, nor any deed poll, surrender, dedication, assignment to the Government or extension to the Lot as referred to in General Condition No.5 of the Government Grant shall give the Owners any right of action under the Government Grant against the Government or MTR.
就根據批地文件一般條款第 5 項所述，作出任何附加、取替、變更、改變、修改、修正、同意、放棄、批准、允許或地政總署署長的其他行動，或任何分割契據、交還、獻給或轉讓予政府或該地段之伸延，業主不會有任何權利向政府或香港鐵路有限公司提出任何反對或訴訟。

I/We hereby further acknowledge, confirm and undertake that I am/we are not entitled to and shall not raise any objection to or pursue any claim either against MTR or the Government arising out of or in relation to or in connection with anything done or proposed to be done by MTR under General Condition No.5 of the Government Grant.
本人/我們清楚明白，並簽署確認及承諾，本人/我們沒有權利亦不會就香港鐵路有限公司根據批地文件一般條款第 5 項而進行或建議進行的任何行為或與其相關的任何行為，向香港鐵路有限公司或政府提出任何反對或訴訟。

2. I/We, the undersigned, hereby further acknowledge and confirm that I/we note the information about the Phase of Development (including, but not limited to, the public 24 hours covered pedestrian walkway within Phase XI (Site C2) of LOHAS Park, and the public open space and public facilities in respect of LOHAS Park) prior to my/our signing of the Preliminary Agreement of the Property.
本人/我們並謹此簽署確認，本人/我們在簽署本物業的臨時合約前，已清楚知道發展項目期數的資料（包括但不限於在日出康城第 XI 期 (地盤 C2) 內興建之 24 小時公眾有蓋行人通道，及有關日出康城之公眾休憩用地及公共設施）。

3. I/We, the undersigned, hereby further acknowledge and are fully aware that under the Principal Deed of Mutual Covenant and Management Agreement in respect of the Lot and registered at the Land Registry by Memorial No.09062303030203 (the "PDMC"), the Owners of the Phase of Development are liable to contribute towards the costs and expenses incurred for the management and maintenance of the "Non-Station Development Common Areas", "Non-Station Development Common Services and Facilities", "Residential Development Common Areas" and "Residential Development Common Services and Facilities" (all of which are as defined in the PDMC) which shall be gradually formed and increased during the period of construction of LOHAS Park and therefore the management fee payable by the Owners of the Phase of Development may be subject to future increase.
本人/我們同時謹此簽署確認及清楚知道，根據在土地註冊處註冊編號為 09062303030203 的該地段之主大廈公契及管理協議 (「主公契」)，發展項目期數之業主需要分擔「非車站發展項目公共地方」、「非車站發展項目公共服務與設施」、「住宅發展項目公共地方」 及 「住宅發展項目公共服務與設施」(根據主公契之定義）之管理及維修之費用。該等公共地方及公共服務與設施，將在建築整個日出康城發展項目的期間逐步形成及增加，因此發展項目期數之業主將來需要支付之管理費用將有可能因此而有所上調。

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

Signature(s) of Purchaser 買方簽署

Note
備註:
* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。
\# "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of the Development.
「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

Acknowledgement Letter regarding miscellaneous matters
關於其他事項之確認函

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

I/We, the undersigned, hereby acknowledge and accept that I am/we are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人／吾等，下方簽署人，特此確認及接受，本人／吾等簽署本物業的臨時買賣合約前已清楚明白以下事項：

1. During the maintenance of the external walls of Tower 1(1A & 1B), Tower 2(2A & 2B) and Tower 3(3A & 3B) arranged by the Manager of the Phase of the Development, the gondola will be operating in the airspace outside windows of the residential properties and above the flat roof/roof of such properties.
   在發展項目期數之管理人安排於第 1 座 (1A 及 1B), 第 2 座 (2A 及 2B) 及第 3 座 (3A 及 3B) 進行外牆維修期間，吊船將在該等大廈的住宅物業之窗戶外及平台/天台上之空間運作。

2. Floodlights will be provided for lighting of the outdoor swimming pool of the Phase of the Development. The illumination of such lighting system may have impact (if any) on individual units.
   發展項目期數之室外游泳池會裝設泛光燈以供照明。該等照明系統的照明對個別單位可能造成影響（如有）。

3. The Chinese translation of this Acknowledgement Letter is for reference only and in case of disparity the English version shall prevail.
   本確認函之中文譯本僅供參考之用，如中文譯本與英文版本有歧義，乃以英文版本爲準。

4. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this letter shall be excluded from the application of that Ordinance.
   買賣雙方無意賦予任何第三者依據《合約 (第三者權利) 條例》(第 623 章) 強制執行本函下任何條款，並且同意排除該條例對本函的適用。

After due and careful consideration of the contents of this letter, I / we agree to accept the same and be bound by all the terms and conditions herein set out.
經適當及仔細考慮本函內容後，本人／我等同意接受本函所有條款並受其約束。

Signed by the Purchaser 買方簽署

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Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Purchaser's Acknowledgement relating to Built-in Shoe Cabinet
關於嵌入式鞋櫃之買方確認函

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

I/We hereby acknowledge and confirm that I/we am/are aware of and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property (the "PASP"):-
本人/吾等謹此確認在本人/吾等簽署該物業之臨時買賣合約(「臨時合約」)前，已知悉並接納以下事項及其所有影響：

1. A built-in shoe cabinet ("Shoe Cabinet") will be provided in the Property upon completion of the sale and purchase. The Shoe Cabinet is a wood cabinet with plastic laminate with reconstituted stone counter top. The location of the Shoe Cabinet is shown on the plan attached hereto for identification purpose only and the actual location and dimensions of the Shoe Cabinet may vary subject to as-built handover condition.
   在該物業買賣完成時，該物業內將會提供一個嵌入式鞋櫃 (「該鞋櫃」)。該鞋櫃為木製櫃配膠板面板連人造石枱面。附圖顯示該鞋櫃的大概位置，僅作識別用途。該鞋櫃的實際位置及尺寸可能會有所不同，一切以現場交樓為準。

2. I/we am/are aware of the provision of the Shoe Cabinet. Without prejudice to my/our rights under the PASP and/or the subsequent agreement for sale and purchase, I/we will not make any objection to or claim against the Vendor in relation to the existence, design, colour or materials of the Shoe Cabinet.
   本人/吾等已完全知悉該鞋櫃的提供。在不影響本人/吾等在臨時合約及/或其後的正式買賣合約下的權利下，本人/吾等不會就該鞋櫃的存在、設計、顏色或物料提出任何反對或向賣方作出任何申索。

3. The Chinese translation of this Acknowledgement Letter is for reference only and in case of disparity the English version shall prevail.
   本確認函之中文譯本僅供參考之用，如中文譯本與英文版本有歧義，乃以英文版本爲準。

4. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) and agree that this letter shall be excluded from the application of that Ordinance.
   買賣雙方無意賦予任何第三者依據《合約 (第三者權利) 條例》(第 623 章) 強制執行本函下任何條款，並且同意排除該條例對本函的適用。

After due and careful consideration of the contents of this letter, I / we agree to accept the same and be bound by all the terms and conditions herein set out.
經適當及仔細考慮本函內容後，本人／我等同意接受本函所有條款並受其約束。

Signed by the Purchaser 買方簽署

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Note
備註:

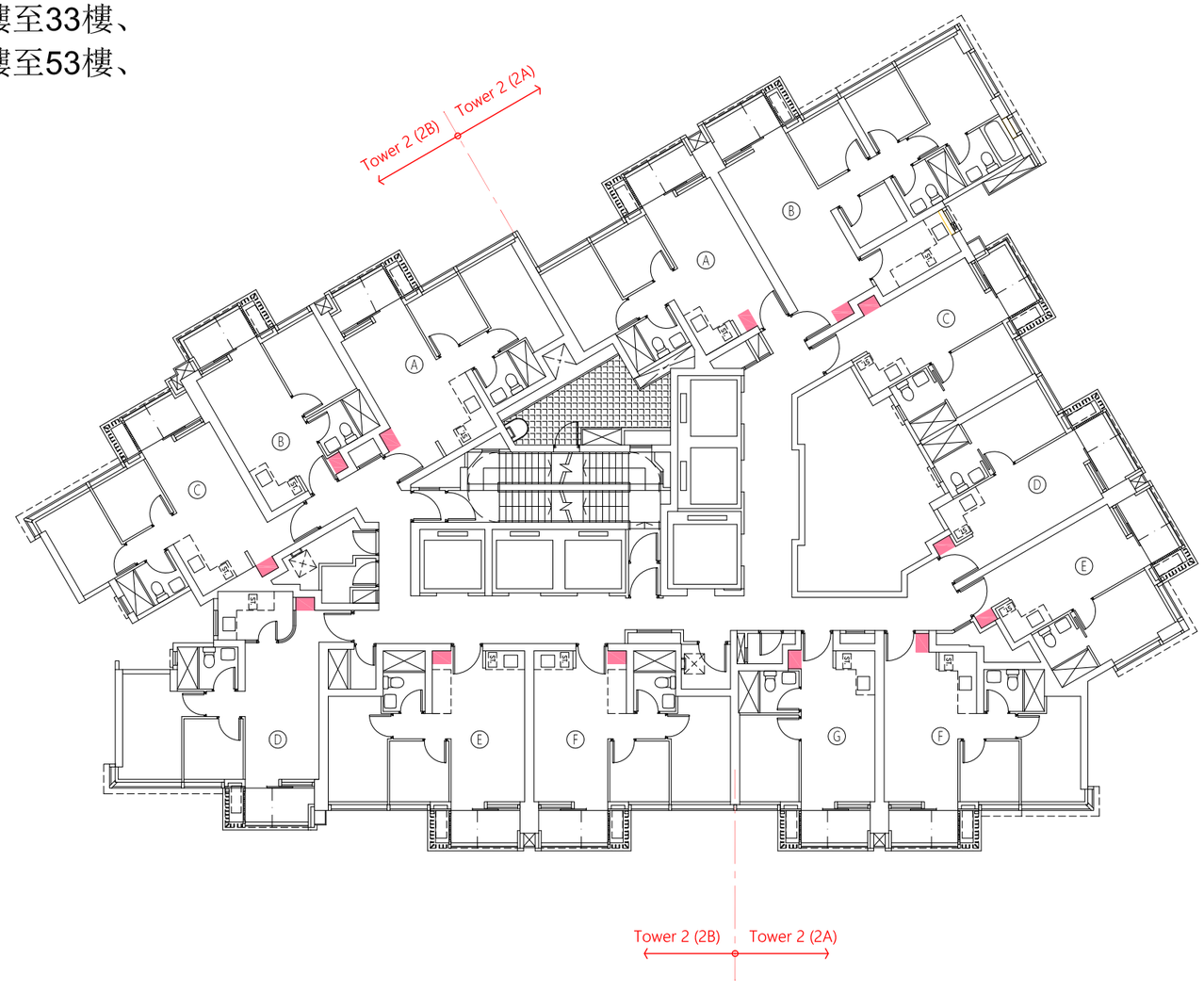
* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Tower 2(2A) & Tower 2(2B)
第2座 (2A) 及 第2座 (2B)

10/F, 12/F, 15/F-23/F, 25/F-33/F,
35/F-39/F, 41/F-43/F, 45/F-53/F,
55/F-63/F & 65/F-66/F
10樓、12樓、15樓至23樓、 25樓至33樓、
35樓至39樓、 41樓至43樓、45樓至53樓、
55樓至63樓及65樓至66樓

Built-in Shoe Cabinet Location Plan 嵌入式鞋櫃位置圖
(For Identification Purpose Only)
只作識別用途



LEGEND
圖例

Built-in Shoe Cabinet
嵌入式鞋櫃

N

In the event of any conflict or discrepancy between the Chinese and English versions of the text contained herewith, the English version shall prevail.
如本文所載的文字之中英本有任何歧異， 一切英文文本為準。

Scale :
???: 0M （米)5M （米） 10M （?）

Purchaser's Acknowledgement relating to Open Kitchen
有關開放式廚房之買方確認函

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

1. I/We hereby acknowledge that I/we am/are aware of and understand and accept prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property that under the Sub-Deed of Mutual Covenant and Management Agreement (the "**SDMC**") in respect of the Phase of the Development, owners of the residential units shall at their own costs and expenses observe and comply with the provisions set out in Clause 5 of Section D of the SDMC (extract of the provisions is attached hereto for easy reference) and shall cause the tenants and occupiers of the Property to observe and comply with the same.
   本人/吾等確認在本人/吾等簽署物業之臨時買賣合約前，已明白及接受按照發展項目期數之副公契及管理協議（以下簡稱「**副公契**」）規定，住宅單位業主須自費遵守及履行副公契內 D 章第 5 條所列出之條文（為方便參考，該等條文之摘要已附於本函），本人/我們並須促使該物業之租客及佔用人遵守及履行該等條文。

2. I/We hereby acknowledge that the extract is only a summary of the SDMC provisions concerned for reference and subject to actual terms set out in the SDMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the SDMC (which are available at the sales office) and seek professional advice for details.
   本人/吾等確認明白摘要為相關副公契條文之概要，僅供參考，一切均以副公契內所載之條文作準，另本人/吾等亦確認於簽訂該物業臨時買賣合約前已獲建議細閱副公契文本（於售樓處有所提供）及尋求專業意見以獲取詳情。

3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.
   本人/吾等確認及聲明本人/吾等同意購入該物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。

4. In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.
   如本函之中英文文本有任何歧義，一切以英文文本為準。

Signature(s) of Purchaser 買方簽署

_____

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Extracts of Clause 5 of Section D of the SDMC
副公契 D 章第 5 條之摘要

The following provisions are applicable to Residential Units with Open Kitchen :-
以下條文適用於有開放式廚房的住宅單位：

(a) Each Owner of Phase XI Residential Units with open kitchen shall in such manner at his sole expense repair maintain and keep in good repair and condition the fire fighting and protection installations in or appertaining to his Phase XI Residential Unit including but not limited to fire rated resistant wall, smoke detector, fire alarm, sprinkler systems, sprinkler heads, automatic fire detection devices and when necessary replace any part or parts thereof which require replacement to the satisfaction of the relevant Government department(s). The Owner and resident of any Phase XI Residential Unit with open kitchen shall comply with the following fire safety provisions to the satisfaction of the relevant Government department(s) and the Manager :-
設有開放式廚房的第 XI 期住宅單位的每位業主應自行承擔維修費用，以維護和保持其第 XI 期住宅單位內或與其相關的消防和保護裝置的良好維修和狀況，包括但不限於防火牆壁、煙霧探測器、火警警報器、自動噴水滅火系統、灑水噴頭、火災自動探測裝置，並在必要時更換需要更換的任何部件或部件，以使相關政府部門滿意。任何設有開放式廚房的第 XI 期住宅單位的業主和住戶必須遵守以下消防安全規定，並令相關政府部門和管理人滿意：

(i) smoke detectors provided at the common lobby outside the Phase XI Residential Units shall not be removed or tampered or obstructed;
不得拆除、擅自改動或阻塞在第 XI 期住宅單位外的公共大堂設置的煙霧探測器;

(ii) smoke detectors provided inside the Phase XI Residential Units shall not be removed or tampered or obstructed;
不得拆除、擅自改動或阻塞在第 XI 期住宅單位內設置的煙霧探測器;

(iii) sprinkler heads provided at the ceiling immediately above the open kitchen area shall not be removed or tampered or obstructed;
不得拆除、擅自改動或阻塞在開放式廚房區域正上方的天花板上設置的灑水噴頭;

(iv) the full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Phase XI Residential Unit shall not be removed or tampered;
不得拆除或改動鄰近第 XI 期住宅單位出口門的耐火等級不低於-/30/30 的全高牆壁;

(v) the fire safety provisions mentioned in (i), (ii) and (iii) above shall be subject to annual check at the cost and expense of the Owner of the Phase XI Residential Unit with open kitchen conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager ("**RFSIC**");
設有開放式廚房的第 XI 期住宅單位的業主須自費負責由經理指定的消防處註冊的承包商（「**承包商**」）對上述 (i)、(ii) 及 (iii) 項所述的消防安全規定進行年度檢查;

(vi) the Owners and residents of the Phase XI Residential Units shall allow access for the RFSIC to carry out annual check, maintenance and inspection of the fire safety provisions mentioned in (i), (ii) and (iii) above in the Phase XI Residential Units; and
第 XI 期住宅單位的業主和住戶應允許承包商進入物業對上述第 (i)、(ii) 和 (iii) 項所述的消防安全規定進行年度檢查、保養和檢查；和

(vii) maintenance and inspection work of the fire safety provisions mentioned in (i), (ii) and (iii) above with appropriate maintenance procedures shall be carried out at the cost and expense of the Owner of the Phase XI Residential Unit with open kitchen (with assistance by the Manager) by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S.251) to prove that such maintenance and inspection work have been carried out and such maintenance certificate shall be submitted by the Owner to the Fire Services Department.
設有開放式廚房的第 XI 期住宅單位的業主在經理協助下須自費負責由承包商在適當的保養程序對上述 (i)、(ii) 及 (iii) 項所述的消防安全規定進行保養和檢查，承包商負責簽發相關維修證書（FS251）以證明已進行了此類維修和檢查工作，並且該維修證書應由業主提交給香港消防處。

(b) The Owner or residents of any Phase XI Residential Unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and the fire safety provisions mentioned in this Clause and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall ensure his tenants and other occupiers of his Phase XI Residential Unit observe and comply with the same. The Manager shall assist the Owners, tenants and occupiers of the Phase XI Residential Units with open kitchen to, inter alia, carry out annual maintenance and inspection of the fire services installations, ensure the reinstallation of smoke detector inside open kitchen after a fire alarm and submit the relevant maintenance certificates (F.S. 251) to Fire Services Department.
設有開放式廚房的 XI 期住宅單位的業主或住戶應自費遵守和符合消防安全管理計劃和本條款中提到的消防安全規定以及由管理人將不時發布或給予的有關執行消防安全管理計劃的指引或指示，並應確保其第 XI 期住宅單位的租戶和其他佔用者遵守並符合該計劃。管理人應協助第 XI 期開放式廚房住宅單位的業主、租戶和佔用人，對消防裝置進行年度維護和檢查，確保在火災警報後重新安裝開放式廚房內的煙霧探測器和向消防處提交相關維修證明書 (F.S. 251)。

(c) The Manager shall have the power to implement and/or monitor proper implementation of the Fire Safety Management Plan (including but not limited to providing staff training including the course of actions to be carried out by the security officer/security guard, carrying out fire drill annually and affixing permanent notice at Phase XI Residential Common Areas (such as in lift lobbies and on notice board) to remind the residents not to remove or demolish any fire safety provision) by Owners whose Phase XI Residential Units contain approved open kitchen design in accordance with the Fire Safety Management Plan and to enter into the relevant Phase XI Residential Units to implement the Fire Safety Management Plan and/or to take such measures and precautions as may be required to prevent any breach by any Owners in respect of fire safety management in Phase XI Residential Units. All cost and expenses incurred by the Manager in connection with the implementation and/or monitoring of the Fire Safety Management Plan shall be borne by the Owner(s) of the relevant Phase XI Residential Unit(s) with open kitchen.
管理人應有權實施和/或監督消防安全管理計劃的正確實施（包括但不限於提供員工培訓，包括保安人員/保安人員應採取的行動，進行消防演習每年一次，並張貼永久通知（例如在電梯大堂和告示牌上），以提醒居民不要拆除或拆除任何消防安全設施）與消防安全管理計劃並進入相關的第 XI 期住宅單位以實施消防安全管理計劃和/或採取可能需要的措施和預防措施，以防止任何業主違反消防安全管理第 XI 期住宅單位。管理人因實施及/或監督消防安全管理計劃而產生的所有成本及開支應由相關的 XI 期開放式廚房住宅單位的業主承擔。

(d) Within one month after the date of this Deed, MTR shall deposit a full copy of the Fire Safety Management Plan in the management office in Phase XI for inspection by all Owners of Phase XI free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund for Phase XI.
在本公契日期後的一個月內，港鐵公司須將消防安全管理計劃的完整副本存放在第 XI 期的管理處，供第 XI 期的所有業主免費查閱，並在支付合理費用後複制。收到的所有費用應記入第 XI 階段特別基金。

Acknowledgement Letter for Properties Viewing
物業參觀確認函

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

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：

A. ☐ 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.
但經充份考慮後及出於本人／我們自由意志及選擇，本人／我們決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. ☐ I / We hereby confirm that since it is not reasonably practicable for the Property to be viewed by me / us, the Vendor has made the comparable residential property stated below available for viewing by me / us prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property
本人／我們確認由於開放該物業予本人／我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人／我們參觀：

comparable residential property:
與該物業相若的住宅物業：

發展項目期數 Tower 座 ____ Floor 樓 ____ Unit 單位 ___ of the Phase of Development

☐ and I / we have viewed the comparable residential 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與該物業相若的住宅物業。

Date of viewing of the comparable residential property:
參觀與該物業相若的住宅物業日期：

OR 或

☐ but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property
但經充份考慮後及出於本人／我們自由意志及選擇，本人／我們決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

C. ☐ I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us.
本人／我們確認開放該物業予本人／我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人／我們參觀亦並非合理地切實可行，本人／我們特此同意賣方無須在該物業售予本人／我們之前開放與該物業相若的住宅物業供本人／我們參觀。

_____ _____

Signature(s) of Purchaser 買方簽署 Date 日期

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Vendor's Information Form
賣方資料表格

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

(a) The amount of the management fee that is payable for the Property: See attached table 1
須就該物業支付的管理費用的款額：見附表 1

(b) The amount of the Government rent (if any) that is payable for the Property: See attached table 1
須就該物業繳付的地稅 (如有的話) 的款額：見附表 1

(c) The name of the owners' incorporation (if any): None
業主立案法團 (如有的話) 的名稱：沒有

(d) The name of the manager of the Phase of the Development: MTR Corporation Limited
發展項目期數的管理人的姓名或名稱：香港鐵路有限公司

(e) Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Phase of the Development: Nil
賣方自政府或管理處接獲的關乎該發展項目期數中的住宅物業的擁有人須分擔的款項的任何通知：沒有

(f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Phase of the Development: Nil
賣方自政府接獲的規定賣方拆卸發展項目期數的任何部分或將該發展項目期數的任何部分恢復原狀的任何通知：沒有

(g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索： 沒有

Date of printing / 印製日期：06/11/2026

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof 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，謹此確認在簽署該物業之臨時買賣合約之前，本人／我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser 買方簽署

_____
Name(s) of Purchaser: 買方姓名：
Date 日期：

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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

Table 1 附表 1

Tower 座	Floor 樓	Unit 單位	Monthly Management Fee (HK$) 每月管理費 (港幣 $)	Government Rent (HK$ per quarter) 地稅 (每季港幣 $)
2(2A)	20	B	3849	1976
2(2A)	22	B	3849	1985
2(2A)	16	F	2432	1261
2(2A)	22	F	2432	1279
2(2A)	26	F	2432	1289
2(2A)	31	F	2432	1304

Acknowledgement Letter regarding Cash Rebate for Early Completion
提前完成交易現金回贈確認函

Vendor 賣方:	**MTR Corporation Limited 香港鐵路有限公司 (as "Owner" 作為「擁有人」) *** **Sky Castle Limited 佳僑有限公司 (as "Person so Engaged" 作為「如此聘用的人」) #**
Phase of the Development: **發展項目期數:**	**Villa Garda II, Phase XIC of LOHAS PARK** **凱柏峰 II, 日出康城第 XIC 期**
Address 地址:	**No.1 Lohas Park Road 康城路1號**
Property 物業:	**Please refer to the Form of Tender 詳見投標表格**
Purchaser買方:	
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:	
Date 日期:	

1. 如買方於以下列表指明的期間內付清售價全數及完成本物業的成交 (早於正式合約訂明的付款限期日) 及在所有方面履行和遵守本物業之臨時買賣合約及正式合約內一切的條款及條件，可根據以下列表獲賣方送出**「提前完成交易現金回贈」** (相關條款及條件見下文)。
Where the Purchaser fully pays the Purchase Price and completes the purchase of the Property within the period(s) specified in the table below (which is earlier than the due date of payment specified in the Agreement) and comply with in all respects the terms and conditions of the Preliminary Agreement for Sale and Purchase of the Property and the Agreement, the Purchaser shall be entitled to the **"Cash Rebate for Early Completion"** offered by the Vendor list the table below (relevant terms and conditions please see below).

為免生疑問， 擬提前成交日不可早於簽署正式合約之日期。
For the avoidance of doubt, the proposed completion date shall not be earlier than the date of signing of the Agreement.

「提前完成交易現金回贈」列表
"Cash Rebate for Early Completion" Table

付清住宅物業售價的日期 (以賣方代表律師實際收到款項日期計算) Date of full payment of Purchase Price of the residential property (the date on which the Vendor's solicitors actually receive the payment(s))	「提前完成交易現金回贈」金額 Amount of "Cash Rebate for Early Completion"
簽署臨時買賣合約的日期後 90 日內 Within 90 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價3% 3% of the Purchase Price
簽署臨時買賣合約的日期後 91-150 日內 Within 91-150 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價2% 2% of the Purchase Price
簽署臨時買賣合約的日期後 151-180 日內 Within 151-180 days after the date of signing of the Preliminary Agreement for Sale and Purchase	售價1% 1% of the Purchase Price

(a) 買方須不少於擬提前成交日的 30 日前以書面通知賣方，賣方會於確認有關資料無誤後將「提前成交優惠」現金回贈於本物業成交時直接用於支付部份售價餘款。
The Purchaser shall give prior written notice to the Vendor at least 30 days before the proposed completion date. After the Vendor has duly verified the information, the Vendor will apply the "Early Completion Benefit" Cash Rebate for part payment of the balance of the Purchase Price directly upon completion of the Property.

(b) 如「提前完成交易現金回贈」列表中訂明的任何期間的最後一日不是工作日 (按《一手住宅物業銷售條例》所定義)，則以下一個工作日 (按《一手住宅物業銷售條例》所定義)為該期間的最後一日。
If the last day of any of the period as set out in the "Cash Rebate for Early Completion" Table is not a working day (as defined in the Residential Properties (First-hand Sales) Ordinance), the next working day (as defined in the Residential Properties (First-hand Sales) Ordinance) shall be regarded as the last day of that period.

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。

After due and careful consideration of the contents of this letter, I / we agree to accept the same and be bound by all the terms and conditions herein set out.
經適當及仔細考慮本函內容後，本人／我等同意接受本函所有條款並受其約束。

Signed by the Purchaser 買方簽署

_____

Note
備註:

* "Owner" means the legal or beneficial owner of the Property.
「擁有人」指該物業的法律上的擁有人或實益擁有人。

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