

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

in respect of

The following property in MALIBU of LOHAS Park, 1 Lohas
Park Road, Tseung Kwan O, New Territories, Hong Kong

Flat B on 67th Floor of Tower 3 (3A)

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF

TENDER

.....

Tenders are invited for the purchase of the following property at MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong (the “Phase”) described below :-

Flat B on 67th Floor of Tower 3 (3A)

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**TENDER COMMENCES AT 11:00 A.M. ON 22 FEBRUARY 2019
AND CLOSES AT 2:00 P.M. ON 18 MAY 2019
(UNLESS PREVIOUSLY WITHDRAWN OR SOLD)**

Tenders must be submitted in the specified **Form of Tender** from **11:00 a.m. on 22 FEBRUARY 2019** to **2:00 p.m. on 18 MAY 2019** in a sealed plain envelope and clearly marked "TENDER FOR MALIBU".

Vendor

MTR Corporation Limited
香港鐵路有限公司

Person so Engaged

Leading Elite Limited

Vendor's Agent

Wheelock Properties (Hong Kong) Limited
會德豐地產(香港)有限公司

"Person so Engaged" means the person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

Contacts
23rd Floor, Wheelock House, 20 Pedder Street, Central, Hong Kong

TENDER NOTICE

1. Wheelock Properties (Hong Kong) Limited (會德豐地產(香港)有限公司) (the "**Sales Agent**") as sales agent for MTR Corporation Limited (香港鐵路有限公司) (the "**Vendor**") invites tenders for the purchase of the following property described in the Particulars of the Properties below (the "**Properties**" and each a "**Property**") subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) (the "**Form of Tender**") and the Conditions of Sale (in the form annexed hereto as **Appendix B**) (the "**Conditions of Sale**").

PARTICULARS OF THE PROPERTY

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road,
Tseung Kwan O, New Territories, Hong Kong

2. Tenderer must be either individual(s) or limited company(ies) incorporated in Hong Kong or non-Hong Kong company(ies) registered under Part 16 of the Companies Ordinance (Cap.622, Laws of Hong Kong) (At least one director of such limited company or non-Hong Kong company shall be natural person).
3. Any tender must be:
 - (a) made in the Form of Tender (**IN DUPLICATE**) and each duplicate with (i) the Conditions of Sale duly completed in accordance with the terms and conditions set out in this Tender Notice, (ii) this Tender Notice and (iii) the documents mentioned in paragraphs 3(b)(iv) to (x) of this Tender Notice attached and the Form of Tender must be signed by the Tenderer;
 - (b) submitted together with the following documents:
 - (i) one cashier's order issued by bank duly licensed under section 16 of the Banking Ordinance (Cap.155, Laws of Hong Kong) (the "**Banking Ordinance**") and made payable to "**Deacons**" for the sum equivalent to 5% of the purchase price of the Property offered by the Tenderer as specified in the Form of Tender and the Conditions of Sale;
 - (ii) if the Tenderer is individual(s), a copy of the HKID Card / Passport of each individual of the Tenderer;
 - (iii) if the Tenderer is a limited company(ies), a copy of the Business Registration Certificate, a copy of the Certificate of Incorporation of each company of the Tenderer and a copy of the HKID Card / Passport of the director(s) of the Tenderer;
 - (iv) a Warning to Purchaser (in the form annexed hereto as **Appendix C**) duly completed and signed by the Tenderer;

- (v) a Declaration of Relationship with the Vendor (in the form annexed hereto as **Appendix D**) duly completed and signed by the Tenderer;
- (vi) a Personal Information Collection Statement (MTR Corporation Limited) (in the form annexed hereto as **Appendix E**) duly completed and signed by the Tenderer;
- (vii) a Personal Information Collection Statement (Wheelock Properties (Hong Kong) Limited) (in the form annexed hereto as **Appendix F**) duly completed and signed by the Tenderer;
- (viii) **either one** of the following duly completed and signed by the Tenderer :-
 - (I) a Declaration Regarding Intermediary (in the form annexed hereto as **Appendix G**); or
 - (II) a Declaration Regarding No Intermediary (in the form annexed hereto as **Appendix H**);
- (ix) an Acknowledgement Letter Regarding Flat Roof/Roof (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;
- (x) an Acknowledgement Letter Regarding Open Kitchen (in the form annexed hereto as **Appendix J**) duly completed and signed by the Tenderer;
- (xi) (if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on behalf of the Tenderer;
- (xii) if the Tenderer is a company, (I) a copy of the Board Resolutions of the Tenderer authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of Tenderer being a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).

Please note that the documents mentioned in paragraphs 3(b)(iv) to (ix) above shall be left **undated** upon submission.

- (c) enclosed in a sealed envelope addressed to the Sales Agent and clearly marked on the outside of the envelope "**TENDER FOR MALIBU**"; and
- (d) placed in the Tender Box labelled "**Tender for MALIBU**" located at 19/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong from 11:00 a.m. on 22 FEBRUARY 2019 to 2:00 p.m. to 18 MAY 2019 (which 11:00 a.m. on 22 FEBRUARY 2019 shall be the "**Tender Commencing Time**" and 2:00 p.m. on 18 MAY 2019 shall be the "**Tender Closing Time**").

Notwithstanding anything herein provided, if typhoon signal no.8 or above is hoisted or black rainstorm warning is in effect in Hong Kong at any time from 11:00 a.m. to 2:00 p.m. on the day on which the Tender Closing Time falls, the Tender Closing Time will automatically be postponed to 2:00 p.m. on the next succeeding working day.

4. Each Tenderer is required to fill in the following information in the Conditions of Sale submitted by him and attached to each duplicate of the Form of Tender:
 - (a) the purchase price of the Property offered by the Tenderer; and
 - (b) the payment terms of the purchase price, which shall be in conformity with Paragraph 2 of the Form of Tender.
5. The Vendor reserves the right to reject any tender submitted which is not in conformity with the Form of Tender annexed hereto or the terms and conditions as set out in this Tender Notice as the Vendor shall in its absolute discretion think fit. Late tenders will not be accepted.
6. The Vendor reserves the right not to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender.
7. The Vendor reserves the right at any time before acceptance of a tender to withdraw the Properties or any part thereof from sale or to sell or dispose of the Properties or any part thereof to any person at any time.
8.
 - (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in paragraph 9(b) below, each Tenderer shall be deemed to have undertaken that his tender shall be irrevocable and shall constitute a formal offer capable and remain open for acceptance on the terms and conditions contained in this Tender Notice, the Conditions of Sale and the Form of Tender until the 7th working day after the day on which the Tender Closing Time falls (the "**Acceptance Date**"). After the Form of Tender has been submitted, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the Acceptance Date.
 - (b) In consideration of the undertaking by the Tenderer as mentioned in paragraph 9(a) above, the Vendor agrees to pay to the Tenderer HK\$10.00 upon receipt of written demand from such Tenderer.
9.
 - (a) If a tender is accepted by the Vendor, the successful Tenderer shall be the purchaser of the Property (the "**Purchaser**") and the Vendor shall send to the successful Tenderer a written notice of acceptance (the "**Notice of Acceptance**") by mail or by hand at his correspondence address in Hong Kong or registered office stated in his Form of Tender or by fax not later than the Acceptance Date and the Notice of Acceptance so sent shall be deemed to have been received by the Purchaser.
 - (b) The successful Tenderer shall sign the Formal Agreement for Sale and Purchase within five (5) working days after the date of the Notice of Acceptance.

- (c) If the successful tenderer is a company, there shall not be any change in the directors and/or shareholders of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
10. All cashier's orders submitted by the Tenderers will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful Tenderer under the Form of Tender. All other cashier's orders will be returned within fourteen (14) days after the Tender Closing Time to the unsuccessful Tenderers at their correspondence addresses in Hong Kong or registered offices stated in their Forms of Tender, at the risk of the unsuccessful tenderers.
 11. The person who signs a Form of Tender as Tenderer shall be deemed to be acting as principal unless he discloses therein that he is acting as an agent or attorney only, in which case he shall also disclose therein the name, address and the name(s) of his principal and of the contact person(s) of his principal. Where a person signs the Form of Tender as agent or attorney for a principal, the person signing the Form of Tender as tenderer shall, by delivery of the Form of Tender, be deemed to have warranted to the Vendor that he has the authority of the principal to complete, sign and submit the Form of Tender. The original or certified copy of a duly executed and properly witnessed Power of Attorney of the principal appointing the agent or attorney and a copy of the principal's and agent or attorney's HKID/Passport should be submitted with the Form of Tender to the satisfaction of the Vendor.
 12. Time shall in all respects be of the essence.
 13. All enquiries shall be directed to Wheelock Properties (Hong Kong) Limited at Tel. No.2118 2000. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Properties and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain independent legal and other professional advice on the terms of this Tender Notice and related documents.
 14. Any statement, whether oral or written, made and any action taken by the Vendor or the Person so Engaged or the Sales Agent or any of their respective agents or servants in response to any enquiry made by a prospective Tenderer or Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Notice 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 set out in this Tender Notice, the Form of Tender or the Conditions of Sale.
 15. For the purpose of this Tender Notice, "working day" means a day that is not (a) a general holiday or a Saturday; or (b) a black rainstorm warning day or gale warning day as defined by Section 71(2) of the Interpretation and General Clauses Ordinance (Cap.1, Laws of Hong Kong).

Date: 22 FEBRUARY 2019

Date of Revision: 14 MAY 2019

招標承投購買物業

有關

以下位於香港將軍澳康城路1號日出康城MALIBU的物業

第3座(3A)67樓B單位

招標承投購買物業

現招標承投購買以下位於香港將軍澳康城路1號日出康城MALIBU的物業：-

第3座(3A)67樓B單位

招標開始日期及時間為2019年2月22日上午11時

招標截止日期及時間為2019年5月18日下午2時

(除非物業在招標截止前已被售出或撤回出售)

標書須以指定的**投標表格**填寫並放入封密的普通信封內，信封面上清楚註明「**投標 MALIBU**」，並由2019年2月22日上午11時至2019年5月18日下午2時提交。

賣方

香港鐵路有限公司

如此聘用的人

Leading Elite Limited

賣方代理

會德豐地產(香港)有限公司

“如此聘用的人”指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

聯絡資料

香港畢打街 20 號會德豐大廈
23 樓

招標公告

1. 會德豐地產(香港)有限公司(「賣方代理」)，作為香港鐵路有限公司(「賣方」)之銷售代理，現按照本招標公告及本招標公告夾附的附件 A 的投標表格(「投標表格」)和附件 B 的出售條件(「出售條件」)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(「物業」)

物業詳情

香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位

2. 投標者必須是個人或於香港成立之有限公司或根據公司條例(香港法例第622章)第16部註冊之非香港公司(該有限公司或非香港公司之最少一名董事必須為自然人)。
3. 標書必須：
 - (a) 以投標表格(一式兩份)方式作出，每份須連同(i)按本招標公告之條款及條件填妥之出售條件；(ii)本招標公告及(iii)隨附本招標公告並在下文第3(b)(iv)至(x)列出的文件。投標表格必須由投標者簽署；
 - (b) 連同下列文件提交：
 - (i) 一張金額為投標者在投標表格及出售條款訂明提出的物業售價的5%作為臨時訂金、抬頭為「的近律師行」並由根據《銀行業條例》(香港法例第155章)第16條獲妥為發牌的銀行所簽發的銀行本票；
 - (ii) 如投標者為個人，每名投標者個人的香港身份證/護照副本；
 - (iii) 如投標者為有限公司，每間投標者公司的商業登記證書副本、公司註冊證書副本及投標者之董事的香港身份證/護照副本；
 - (iv) 經投標者填妥及簽署的「對買方的警告」(按照附件 C 所列的格式)；
 - (v) 經投標者填妥及簽署的「與賣方關係的聲明」(按照附件 D 所列的格式)；
 - (vi) 經投標者填妥及簽署的「收集個人資料聲明(香港鐵路有限公司)」(按照附件 E 所列的格式)；
 - (vii) 經投標者填妥及簽署的「收集個人資料聲明(會德豐地產(香港)有限公司)」(按照附件 F 所列的格式)；
 - (viii) 經投標者填妥及簽署的以下其中一份文件：
 - (I) 「關於中介人的聲明」(按照附件 G 所列的格式)；或
 - (II) 「關於並無中介人的聲明」(按照附件 H 所列的格式)；

- (ix) 經投標者填妥及簽署的「有關平台/天台的確認函」(按照附件 I 所列的格式)；
- (ix) 經投標者填妥及簽署的「有關開放式廚房的確認函」(按照附件 J 所列的格式)；
- (x) (如標書由獲授權人遞交) 授權獲授權人代投標者遞交標書之授權書的正本或認證副本；
- (xi) 如投標者為公司，(I) 投標者的董事決議副本 (以授權以特定形式簽署投標表格及上文提及的其他文件) 及 (II) 最新之周年申報表 (表格NAR1) 或法團成立表格 (股份有限公司) (表格NNC1) 副本，或如投標者為根據公司條例第16部註冊之非香港公司，最新之註冊非香港公司周年申報表 (表格NN3) 或註冊非香港公司的註冊申請書 (表格NN1) 副本。

請注意，上文第 3(b)(iv)至(ix) 段提及之文件在遞交時切勿寫上日期。

- (c) 放入封密的普通信封內，信封面上書明賣方代理收啟，並清楚註明「**投標 MALIBU**」；以及
- (d) 由2019年2月22日上午11時至2019年5月18日下午2時 (2019年2月22日上午11時為「**招標開始時間**」而 2019年5月18日下午2時則為「**招標截止時間**」)，放入擺放於香港九龍尖沙咀海港城港威大廈第二座19樓並標示為「**投標 MALIBU**」的投標箱內。

儘管上述任何規定，如在招標截止時間當日上午11時至下午2時內的任何時間，8號或以上颱風信號或黑色暴雨警告在香港生效，招標截止時間將自動順延至緊接的下一個工作日下午2時。

4. 投標者須在其遞交並附於每份投標表格的出售條件內填寫以下資料：
 - (a) 投標者提出的物業的售價；及
 - (b) 符合投標表格第2段的售價之支付條款。
5. 賣方保留權利按其絕對酌情權拒絕任何不符合隨附之投標表格或本招標公告任何條款及條件的投標。逾時遞交之投標將不獲接納。
6. 賣方保留權利不接納出價最高或最佳的標書或任何一份標書。賣方就是否接納某份標書有絕對酌情權。
7. 賣方保留權利在接受任何標書之前的任何時候撤回物業或其任何部份不予出售或於任何時候出售或放售該物業或其任何部份予任何人士。
8. (a) 鑒於賣方作出招標和下文第9(b)段所述的承諾，作為代價，每位投標者均被視為已承諾其投標將為不可撤銷且構成正式要約，並可由賣方在招標截止時間之日後第7個工作日 (「**接納投標日期**」) 或之前按照本招標公告、出售條件及投標表格所載的條款及條件接納投標。投標表格一經遞交，投標者即不可撤回標書，直至接納投標日期終結之前，標書都可由賣方接納。

- (b) 鑒於上文第 9 (a) 段所述的承諾，作為代價，賣方承諾在收到投標者發出的書面要求時向該投標者支付港幣10元。
9. (a) 如標書獲賣方接納，該中標者將成為物業之買方(「買方」)，賣方並將在不遲於接納投標日期前將接受投標的書面通知(「接受投標通知書」)透過郵件或專人送遞至中標者列於其投標表格的香港通訊地址或註冊辦事處地址，或透過傳真送遞予中標者。
- (b) 中標者須於接受投標通知書之日期後的五(5)個工作日內簽署正式買賣合約。
- (c) 如中標者為公司，在簽署正式買賣合約之前，其董事及/或股東不得有任何變動。
10. 在賣方對收到的標書作出決定前，所有銀行本票均不會予以兌現。如某份標書獲接納，隨標書附上的銀行本票將被視作及用作支付中標者按投標表格須支付的臨時訂金。所有其他銀行本票將於招標截止時間起計14個工作日內，按列於投標表格的香港通訊地址或註冊辦事處地址退還予落選者，郵誤風險概由落選者自行承擔。
11. 以投標者身份簽署投標表格的人士，將被視作主事人，除非他在投標表格上透露其僅以獲授權人身份行事。在此情況下，他亦須在投標表格上透露主事人及該主事人的聯絡人之姓名及地址。如某人以代理人或獲授權人身份代其主事人簽署投標表格，該人將在送達投標表格時被視為向賣方保證已獲其主事人授權以填妥、簽署及遞交該投標表格。由主事人妥為簽立及妥為見證之委任該代理人或獲授權人之授權書之正本或認證副本，及主事人及該代理人或獲授權人之香港身份證/護照副本，須隨投標表格遞交予賣方，並使賣方滿意。
12. 時間在各方面均為要素，必須嚴格遵守。
13. 所有查詢應向會德豐地產(香港)有限公司(電話號碼: 2118 2000)作出。投標者應注意，賣方只會回答關於物業的一般問題，而不會就本招標提供法律或其他意見。投標者應就本招標公告及有關文件的條款自行取得獨立法律及其他專業意見。
14. 賣方、如此聘用的人、賣方代理或其任何代理或僱員對有意投標者或投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得構成或被視作構成本招標公告的一部份；這些陳述或行動並不(亦不得被視作)闡述、更改、否定、豁免或在其他方面修改本招標公告、投標表格或出售條件所列出的任何條款或條件。
15. 就本招標公告而言，「工作日」指並非 (a) 公眾假日或星期六；或 (b) 《釋義及通則條例》(香港法例第1章)第71(2)條所界定的黑色暴雨警告日或烈風警告日的日子。

日期： 2019年2月22日

修改日期： 2019年5月14日

FORM OF TENDER

Tender for the purchase of

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong (the "**Property**") subject to the terms and conditions contained in the Tender Notice dated 22 February 2019 and revised on 14 May 2019 (the "**Tender Notice**") and the Conditions of Sale (the "**Conditions of Sale**") as respectively attached hereto.

To: Wheelock Properties (Hong Kong) Limited (會德豐地產(香港)有限公司) as sales agent for MTR Corporation Limited (香港鐵路有限公司) (the "**Vendor**")

1. I/We, _____
(HKID Card No./Passport No./Business Registration No. _____)
of _____

(registered office for a company(ies)/correspondence address in Hong Kong for individual(s)), having read the Tender Notice (including the Appendix thereto) and the Conditions of Sale, hereby offer to purchase the Property from the Vendor at the purchase price of HONG KONG DOLLARS

(HK\$ _____) (the "**Purchase Price**") and on the terms and conditions as more particularly set out in the Conditions of Sale.

2. The Purchase Price shall be paid by me/us in the following manner selected by me/us, if this Tender is accepted by the Vendor:

<input type="checkbox"/>	(a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender;
	(b) HK\$ _____, which is equal to 1% of the Purchase Price, being further deposit shall be paid on or before the 30 th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor;
	(c) HK\$ _____, which is equal to 1% of the Purchase Price, being part payment of the Purchase Price shall be paid on or before the 60 th day after the date of the Notice of

	<p>Acceptance accepting this Tender issued by the Vendor;</p> <p>(d) HK\$ _____, which is equal to 1% of the Purchase Price, being further part payment of the Purchase Price shall be paid on or before the 90th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor;</p> <p>(e) HK\$ _____, which is equal to 1% of the Purchase Price, being further part payment of the Purchase Price shall be paid on or before the 120th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor;</p> <p>(f) HK\$ _____, which is equal to 1% of the Purchase Price, being further part payment of the Purchase Price shall be paid on or before the 150th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor; and</p> <p>(g) HK\$ _____, which is equal to 90% of the Purchase Price, being balance of the Purchase Price shall be paid on or before the 180th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor <u>or</u> within fourteen (14) days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us, whichever is earlier.</p>
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or

<input type="checkbox"/>	<p>(a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender;</p> <p>(b) HK\$ _____, which is equal to 5% of the Purchase Price, being further deposit shall be paid on or before the 120th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor; and</p> <p>(c) HK\$ _____, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid on or before the 360th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor <u>or</u> within fourteen (14) days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us, whichever is earlier.</p>
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or

<input type="checkbox"/>	<p>(a) HK\$ _____, which is equal to 5% of the Purchase Price, being preliminary deposit shall be paid upon the Vendor's acceptance of this Tender;</p> <p>(b) HK\$ _____, which is equal to 5% of the Purchase Price, being further deposit shall be paid on or before the 120th day after the date of the Notice of Acceptance accepting this Tender issued by the Vendor; and</p> <p>(c) HK\$ _____, which is equal to 90% of the Purchase Price, being the balance of the Purchase Price shall be paid within fourteen (14) days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us.</p>
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(Please tick the appropriate box and insert the particulars)

If this Tender is accepted by the Vendor, the sale and purchase of the Property shall be completed during office hours within fourteen (14) days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us.

3. If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 9(b) of the Tender Notice is signed, this Tender together with the Vendor's Notice of Acceptance shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in the Tender Notice, this Form of Tender and the Conditions of Sale.
4. I/We enclose the following documents with this Tender:
 - (a) cashier's order (No. _____) issued by _____ and made payable to "Deacons" for the sum equivalent to 5% of the Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor;
 - (b) a copy of my / our HKID Card / Passport / Certificate of Incorporation and Business Registration Certificate;
 - (c) a Warning to Purchaser (in the form annexed to the Tender Notice as **Appendix C**) duly completed and signed by me/us;
 - (d) a Declaration of Relationship with the Vendor (in the form annexed to the Tender Notice as **Appendix D**) duly completed and signed by me/us;
 - (e) a Personal Information Collection Statement (MTR Corporation Limited) (in the form annexed to the Tender Notice as **Appendix E**) duly completed and signed by me/us;

- (f) a Personal Information Collection Statement (Wheelock Properties (Hong Kong) Limited) (in the form annexed to the Tender Notice as **Appendix F**) duly completed and signed by me/us;
- (g) **either one** of the following documents duly completed and signed by me/us :-
 - (I) a Declaration Regarding Intermediary (in the form annexed to the Tender Notice as **Appendix G**); or
 - (II) a Declaration Regarding No Intermediary (in the form annexed to the Tender Notice as **Appendix H**);
- (h) an Acknowledgement Letter Regarding Flat Roof/Roof (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us;
- (i) an Acknowledgement Letter Regarding Open Kitchen (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me/us;
- (j) (if the tender is submitted by attorney) original or certified copy of Power of Attorney authorizing the attorney to submit the tender on my/our behalf;
- (k) if we are a company, (I) a copy of our Board Resolutions authorizing the signing of the Form of Tender and other documents, mentioned in the above in the manner as they are signed, and (II) a copy of the most recent Annual Return Form (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1) or, in case of we are a Non-Hong Kong company registered under part 16 of the Companies Ordinance, a copy of the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1).

The documents mentioned in paragraphs 4(c) to (i) above have not been dated by me/us.

5. I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with such acceptance by the Vendor shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property and I/we will be bound by the Tender Notice and the Conditions of Sale to:-
- (a) pay the further deposit, part payment of the Purchase Price, further part payment of the Purchase Price and balance of the Purchase Price at the times stipulated in Paragraphs 2(b), 2(c) and 2(d) (or Paragraphs 2(b), 2(c), 2(d), 2(e), 2(f) and 2(g)) above;
 - (b) sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 9(b) of the Tender Notice; and
 - (c) complete the purchase of the Property in accordance with the Conditions of Sale and the Formal Agreement for Sale and Purchase as signed.

Dated this day of 2019.

Name of Tenderer	:	
Signature(s) of Tenderer	:	
HKID No./Passport No./B.R. No. of Tenderer	:	
Name and HKID No./Passport No. of Director(s) of Tenderer (if applicable)	:	
Correspondence Address in Hong Kong of Tenderer	:	
Tel. No. of Tenderer	:	
Facsimile No. of Tenderer	:	
Name of Attorney of Tenderer (if applicable)	:	
HKID No./Passport No. of Attorney of Tenderer (if applicable)	:	
Contact Details of Attorney of Tenderer (if applicable)	:	
Name of Estate Agent (if any) appointed by Tenderer	:	

Licence No. of Estate Agent (if any) appointed by Tenderer (with copy of Estate Agent's licence attached hereto)	:	
Contact Details of Estate Agent (if any) appointed by Tenderer	:	

投標表格

在遵守本投標表格及附於本投標表格的日期為2019年2月22日(並於2019年5月14日修改)的招標公告(「招標公告」)和出售條件(「出售條件」)所載的條款及條件的前提下，茲投標承購香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位(下稱為「該物業」)。

致：會德豐地產(香港)有限公司作為香港鐵路有限公司(「賣方」)之銷售代理

1. 本人/我們 _____

(香港身份證/護照/商業登記證號碼 _____)，

地址為 _____

(公司之註冊辦事處地址/個人之香港通訊地址)已閱讀招標公告(包括其附錄)和出售條件，特此提出要約，在受到出售條件所列的條款及條件約束的前提下，以港幣 _____元(HK\$ _____)(「樓價」)向賣方購買該物業。

2. 如投標獲賣方接納，本人/我們將按照下列所選的方式支付樓價：

<input type="checkbox"/>	<p>(a) 港幣 _____元(即樓價的百分之5)作為臨時訂金，須於賣方接受本投標時支付；</p> <p>(b) 港幣 _____元(即樓價的百分之1)作為加付訂金，須於賣方發出接受投標通知書後30天內支付；</p> <p>(c) 港幣 _____元(即樓價的百分之1)作為部份樓價，須於賣方發出接受投標通知書後60天內支付；</p> <p>(d) 港幣 _____元(即樓價的百分之1)作為加付部份樓價，須於賣方發出接受投標通知書後90天內支付；</p> <p>(e) 港幣 _____元(即樓價的百分之1)作為加付部份樓價，須於賣方發出接受投標通知書後120天內支付；</p> <p>(f) 港幣 _____元(即樓價的百分之1)作為加付部份樓價，須於賣方發出接受投標通知書後</p>
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	<p>150 天內支付；及</p> <p>(g) 港幣_____元 (即樓價的百分之 90) 作為樓價餘款，須於賣方發出接受投標通知書後 180 天內<u>或</u>賣方向本人/我們通知其有能力將物業有效地轉讓予本人/我們後 14 天內支付，以較早者為準。</p>
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或

<input type="checkbox"/>	<p>(a) 港幣_____元 (即樓價的百分之 5) 作為臨時訂金，須於賣方接受本投標時支付；</p> <p>(b) 港幣_____元 (即樓價的百分之 5) 作為加付訂金，須於賣方發出接受投標通知書後 120 天內支付；及</p> <p>(c) 港幣_____元 (即樓價的百分之 90) 作為樓價餘款，須於賣方發出接受投標通知書後 360 天內<u>或</u>賣方向本人/我們通知其有能力將物業有效地轉讓予本人/我們後 14 天內支付，以較早者為準。</p>
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或

<input type="checkbox"/>	<p>(a) 港幣_____元 (即樓價的百分之 5) 作為臨時訂金，須於賣方接受本投標時支付；</p> <p>(b) 港幣_____元 (即樓價的百分之 5) 作為加付部份樓價，須於賣方發出接受投標通知書後 120 天內支付；</p> <p>(c) 港幣_____元 (即樓價的百分之 90) 作為樓價餘款，須於賣方向本人/我們通知其有能力將物業有效地轉讓予本人/我們後 14 天內支付。</p>
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(請別選適當方格及填上資料)

如投標獲賣方接納，物業買賣之成交須於賣方向本人/我們通知其有能力將物業有效地轉讓予本人/我們後 14 天內在辦公時間內完成。

3. 如投標獲賣方接納，直至按招標公告第 9(b)段簽署正式買賣合約之前，本標書連同賣方之接受投標通知書將成為就本人/我們與賣方之間，按照載於招標公告、本投標表格及出售條件之條款及條件且有約束力之協議。
4. 本人/我們連同本標書一併附上下列文件：

- (a) 金額為樓價的百分之5且抬頭為“的近律師行”的銀行本票(本票號碼：_____)(銀行：_____)，若本人/我們的投標獲賣方接納，其將用以支付臨時訂金。
- (b) 本人/我們的香港身份證/護照/公司註冊證書及商業登記證書副本；
- (c) 經本人/我們填妥及簽署的「對買方的警告」(按照招標公告**附件 C**所列的格式)；
- (d) 經本人/我們填妥及簽署的「與賣方關係的聲明」(按照招標公告**附件 D**所列的格式)；
- (e) 經本人/我們填妥及簽署的「收集個人資料聲明(香港鐵路有限公司)」(按照招標公告**附件 E**所列的格式)；
- (f) 經本人/我們填妥及簽署的「收集個人資料聲明(會德豐地產(香港)有限公司)」(按照招標公告**附件 F**所列的格式)；
- (g) 經本人/我們填妥及簽署的以下其中一份文件：-
 - (I) 「關於中介人的聲明」(按照招標公告**附件 G**所列的格式)；或
 - (II) 「關於並無中介人的聲明」(按照招標公告**附件 H**所列的格式)；
- (h) 經本人/我們填妥及簽署的「有關平台/天台的確認函」(按照招標公告**附件 I**所列的格式)；
- (i) 經本人/我們填妥及簽署的「有關開放式廚房的確認函」(按照招標公告**附件 J**所列的格式)；
- (j) (如標書由獲授權人遞交) 授權獲授權人代本人/我們遞交標書之授權書的正本或認證副本；
- (k) 如我們為公司，(I) 我們的董事決議副本(以授權以特定形式簽署投標表格及上文提及的其他文件)及 (II) 最新之周年申報表(表格NAR1)或法團成立表格(股份有限公司)(表格NNC1)副本，或如我們為根據公司條例第16部註冊之非香港公司，最新之註冊非香港公司周年申報表(表格NN3)或註冊非香港公司的註冊申請書(表格NN1)副本。

本人/我們並未在上文第4(c)至(i)段提及之文件上寫上日期。

- 5. 本人/我們同意如果賣方接納本標書，本標書及賣方對其之接納將構成賣方與本人/我們之間有關物業買賣的有約束力的協議，且本人/我們將受招標公告及出售條件所約束且應：
 - (a) 於上述第2(b)段、第2(c)段和第2(d)段(或第2(b)段、第2(c)段、第2(d)段、第2(e)段、第2(f)段和第2(g)段)規定的時間支付加付訂金、部份樓價、加付部份樓價和樓價餘款；
 - (b) 按照招標公告第9(b)段簽署正式買賣合約；及
 - (c) 按照出售條件和已簽署的正式買賣合約完成購買物業。

日期為2019年 月 日。

投標者姓名	:	
投標者簽名	:	
香港身份證/護照/商業登記證號碼	:	
投標者董事之姓名及香港身份證/護照號碼(如適用)	:	
投標者在香港的通訊地址	:	
投標者的電話號碼	:	
投標者的傳真號碼	:	
投標者的獲授權人的姓名(如適用)	:	
投標者的獲授權人的香港身份證/護照號碼(如適用)	:	
投標者的獲授權人的聯絡資料(如適用)	:	
投標者所委任的地產代理(如有)的姓名	:	
投標者所委任的地產代理(如有)牌照號碼(連同其地產代理牌照副本)	:	
投標者所委任的地產代理(如有)的聯絡資料	:	

CONDITIONS OF SALE
出售條件

The Form of Tender (with the Tender Notice and these Conditions of Sale attached hereto) and the Vendor's acceptance of the Purchaser's tender given pursuant to paragraph 10(a) of the Tender Notice (the "Notice of Acceptance") shall constitute a binding agreement made on the date of the Notice of Acceptance between the Vendor and the Purchaser for the sale and purchase of the Property (such agreement shall be referred to as the "Preliminary Agreement").

投標表格（連同隨附之招標公告及出售條件）以及賣方按招標公告第 10(a)段發出之接受買方投標之通知書（「接受投標通知書」）將成為賣方及買方之間就買賣本物業於發出接受投標通知書之日簽立之具有約束力的合約（下稱「本臨時合約」）。

The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price (as set out below) on terms and conditions contained hereunder.

賣方出售及買方購買本物業必須根據下述之售價及條款和條件。

1. In this Preliminary Agreement —
在本臨時合約中：

- (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
“實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；
- (b) "working day" has the meaning given by section 2(1) of that Ordinance;
“工作日”具有該條例第 2 (1) 條給予該詞的涵義；
- (c) the floor area of an item under clause 8(a) is calculated in accordance with section 8 (3) of that Ordinance; and
第 8(a) 條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
- (d) the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
第 8(b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算。

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

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

- (a) by the Purchaser on or before _____ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
由買方於 _____ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及
- (b) by the Vendor on or before _____ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).
由賣方於 _____ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。

(Remark: The above dates will be completed by the Vendor. 備註：上述日期將由賣方填寫。)

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

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

6. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in such form as approved by the Legal Advisory and Conveyancing Office ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.

買方需於本臨時合約之簽署日期之後五個工作天內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到上述賣方律師辦公地點辦理下列手續:(a)簽署一份經地政總署法律諮詢及田土轉易處(“地政總署”)批核的正式合約,該合約內容除得地政總署書面批准,一概不能更改,(b)交付根據本臨時合約付款方式所述到期應付之款項,並(c)交付全部有關本臨時合約及正式合約應付的印花稅。

7. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed

—
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約—

- (a) this Preliminary Agreement is terminated;
本臨時合約即告終止;
- (b) the Preliminary Deposit paid by the Purchaser is forfeited to the Vendor; and
買方支付的臨時訂金,即被沒收歸於賣方;及
- (c) the Vendor does not have any further claim against the Purchaser for the failure.
賣方不得就買方沒有簽立正式合約,而對買方提出進一步申索。

8. The measurements of the Property are as follows - see attached Appendix I.

本物業的量度尺寸如下—見附錄一。

9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows - see attached Appendix II.

本物業買賣所包括的裝置、裝修物料及設備如下—見附錄二。

10. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下,賣方不得限制買方根據法律就業權提出要求或反對的權利。

11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 12 and fully understands its contents.

買方已確認收到第 12 條所列出的“對買方的警告”的中英雙語文本,並完全明白其內容。

12. For the purposes of clause 11, the following is the “Warning to Purchasers” —

就第 11 條而言,“對買方的警告”內容如下—

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

13. The Purchaser will have to agree with the Vendor in the Agreement to the effect that (a) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatsoever, and (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment of the Property. The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement of the Property.
買方須於正式合約中與賣方協議大概內容如下 (a)如正式合約於任何情況取消，賣方有權保留臨時訂金，及 (b)本物業之買方除可將本物業用作按揭或押記外，買方不可在完成買賣交易及簽署本物業之轉讓契之前以任何方式或協議提名任何人接受本物業之轉讓契、轉售本物業或轉讓正式合約之利益。本物業的轉讓契必須以簽署本物業之正式合約的買方為受惠人。
14. The Vendor reserves the right to alter the building plans in respect of the Phase (including the Property) whenever the Vendor considers necessary Provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.
賣方保留於其認為所需時修改期數 (包括本物業)建築圖則之權利，但賣方須由建築事務監督就有關影響本物業修改之批准後計 14 天內以書面通知買方。
15. The Vendor and the Purchaser agree to complete the sale and purchase of the Property at the office of the Vendor's solicitors during office hours within 14 days after the date of the Vendor's notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.
買賣雙方同意於賣方就其有能力將本物業有效地轉讓予買方一事向買方發出通知的日期起計十四天內於辦公時間內在賣方律師辦公地點完成出售及購買本物業。
16. It is hereby agreed and declared by the parties that this Preliminary Agreement is personal to the Purchaser. Subject to the provisions of clause 17, only the person who has signed this Preliminary Agreement is permitted to sign the Agreement.
雙方同意並聲明本臨時合約只適用於買方個人。除第 17 條另有規定外，只有簽署本臨時合約的人士方可簽署正式合約。
17. No attorney, trustee or nominee of any kind by the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.
賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約，除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。
18. (a) The buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的買家印花稅(如有的話)，由買方承擔。
- (b) The Purchaser shall bear and pay a due proportion of the costs for the preparation, registration and completion 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 V of the Development (including the Phase) (the "SDMC") and the plans attached to the PDMC and the SDMC, all costs for preparing certified copies of title deeds and documents of the Property, all plan fees for plans to be annexed to the Agreement and the Assignment of the Property, the costs of any statutory declaration required for application for exemption of buyer's stamp duty and/or new rates of ad valorem stamp duty, all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property and all legal costs and charges of any other documents relating to the sale and purchase of the Property. All search fees, registration fees and other disbursements shall be borne by the Purchaser.
一切製作、登記及完成發展項目(即日出康城)的主公契及管理協議("主公契")及發展項目第 V 期(包括期數)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費用的適當分攤、本物業的業權契據及文件認證副本之費用、本物業的正式合約及轉讓契之圖則費、為申請豁免買家印花稅或從價印花稅新稅率而須的任何法定聲明的費用、本物業的按揭(如有)之法律及其他費用及代墊付費用及其他有關本物業的買賣的文件的所有法律及其他支出，均由買方負責。查冊費、註冊費及其他支出款項均須由買方承擔。
- (c) Each party shall pay its own solicitors' costs and disbursements of and incidental to the Preliminary Agreement, the Agreement and the subsequent Assignment including all legal costs and disbursements of and incidental to the preparation, completion, stamping and registration of the Preliminary Agreement, the Agreement and the subsequent Assignment.
買賣雙方必須自行負擔各自聘用律師於擬定、完成、釐印及登記本臨時合約、正式合約及轉讓契之費用及支出及其他一切有關本臨時合約、正式合約及轉讓契之法律費用及代墊付費用。
19. All Further Deposit, Part Payment of the Purchase Price, Further Part Payment of the Purchase Price and the Balance of Purchase Price shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors
上述加付訂金、部份售價價款、加付部份售價價款及售價餘額需以抬頭寫上賣方律師之銀行本票支付。

20. Upon termination of this Preliminary Agreement in accordance with Clause 7, if this Preliminary Agreement has been registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor may unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
在本臨時合約按第 7 條終止時，如買方或任何人代表買方已將本臨時合約登記於土地註冊處登記冊內，賣方可單方面簽署及於土地註冊處登記備忘錄將本臨時合約在土地註冊處內之登記或記錄撤銷。
21. The Purchaser shall inform the Vendor in writing of any change in the Purchaser's correspondence address or contact telephone number.
買方如有更改通訊地址或聯絡電話，須以書面通知賣方。
22. 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)條所詮釋之住宅用途物業。
23. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所規定之時限乃合約要素，必須嚴謹遵守。
24. If the Property under this Preliminary Agreement consists of a residential unit as well as any parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent Assignment.
如本臨時合約下的本物業包括住宅單位也同時包括車位，該物業必須由單一份正式買賣合約及其後單一份轉讓契涵蓋。
25. 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.
賣方保留權利修改付款方式及售價在計算方面之錯誤或遺漏。
26. The Purchaser shall upon completion of the sale and purchase of the Property pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the PDMC and/or the SDMC and the Purchaser shall reimburse the Vendor for all payments including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.
買方須在完成本物業買賣交易時繳付管理人或賣方一切管理費按金、特別基金、清理廢料的費用、預繳管理費及其他根據主公契及/或副公契規定可就本物業收取之其他按金及費用，買方並須償還賣方就本物業已支付的所有費用包括但不限於水電煤按金。
27. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
在本臨時合約簽訂前，相同的買賣雙方並無以相同條款及條件訂立非書面買賣協議或買賣協議。
28. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
並非本臨時合約一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
29. Both English and Chinese versions of this Preliminary Agreement have the same binding effect.
本臨時合約之中英文版本，同具法律效力。

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

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

APPENDIX I 附錄一

The measurements of the Property are as follows ——

本物業的度量尺寸如下——

Flat B on 67th Floor of Tower 3 (3A)

第3座(3A)67樓B單位

(a) the saleable area of the Property is 55.492 square metres/ 597 square feet of which-

本物業的實用面積為 55.492 平方米 / 597 平方呎，其中—

- *[2.000 square metres/ 22 square feet is the floor area of the balcony];
- *[2.000 平方米 / 22 平方呎為露台的樓面面積];
- *[1.500 square metres/ 16 square feet is the floor area of the utility platform];
- *[1.500 平方米 / 16 平方呎為工作平台的樓面面積];
- ~~*[N/A square metres/ N/A square feet is the floor area of the verandah]; and~~
- ~~*[不適用 平方米 / 不適用 平方呎為陽台的樓面面積]; 及~~

(b) other measurements are-

其他度量尺寸為—

- ~~*[the area of the air conditioning plant room is N/A square metres/ N/A square feet];~~
- ~~*[空調機房的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the bay window is N/A square metres/ N/A square feet];~~
- ~~*[窗台的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the cockloft is N/A square metres/ N/A square feet];~~
- ~~*[閣樓的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the flat roof is N/A square metres/ N/A square feet];~~
- ~~*[平台的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the garden is N/A square metres/ N/A square feet];~~
- ~~*[花園的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the parking space is N/A square metres/ N/A square feet];~~
- ~~*[停車位的面積為 不適用 平方米 / 不適用 平方呎];~~
- *[the area of the roof is 29.570 square metres/ 318 square feet];
- *[天台的面積為 29.570 平方米 / 318 平方呎];
- ~~*[the area of the stairhood is N/A square metres/ N/A square feet];~~
- ~~*[梯屋的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the terrace is N/A square metres/ N/A square feet];~~
- ~~*[前庭的面積為 不適用 平方米 / 不適用 平方呎];~~
- ~~*[the area of the yard is N/A square metres/ N/A square feet];~~
- ~~*[庭院的面積為 不適用 平方米 / 不適用 平方呎]。~~

*delete where inapplicable

*刪除不適用者

APPENDIX II 附錄二

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

第 1 座(1A)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓、65 樓至 71 樓之 A, B, C 及 D 單位;

Flat A, B, C and D on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 43/F, 46/F to 53/F, 55/F to 63/F, 65/F to 71/F of Tower 1(1A);

第 1 座(1B)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓之 A, B, C, D 及 E 單位，65 樓至 71 樓之 A, C, D 及 E 單位，65 樓至 70 樓之 B 單位;

Flat A, B, C, D and E on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 43/F, 46/F to 53/F, 55/F to 63/F; Flat A, C, D and E on 65/F to 71/F and Flat B on 65/F to 70/F of Tower 1(1B);

第 2 座(2A)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓、65 樓至 70 樓之 A, B, C, D 及 E 單位;

Flat A, B, C, D and E on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 43/F, 46/F to 53/F, 55/F to 63/F, 65/F to 70/F of Tower 2(2A);

第 2 座(2B)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓之 A, B, C, D 及 E 單位，65 樓至 70 樓之 A, C, D 及 E 單位，65 樓至 69 樓之 B 單位;

Flat A, B, C, D and E on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 43/F, 46/F to 53/F, 55/F to 63/F; Flat A, C, D and E on 65/F to 70/F and Flat B on 65/F to 69/F of Tower 2(2B);

第 3 座(3A)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓、65 樓至 67 樓之 A, B, C, D 及 E 單位;

Flat A, B, C, D and E on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 43/F, 46/F to 53/F, 55/F to 63/F, 65/F to 67/F of Tower 3(3A);

第 3 座(3B)之 6 樓至 12 樓、15 樓、17 樓至 23 樓、25 樓至 33 樓、35 樓至 37 樓之 A, B, C, D 及 E 單位，38 樓之 A, B, C 及 D 單位，39 樓至 43 樓、46 樓至 53 樓、55 樓至 63 樓之 A, B, C, D 及 E 單位，65 樓至 67 樓之 A, C, D 及 E 單位，65 樓至 66 樓之 B 單位;

Flat A, B, C, D and E on 6/F to 12/F, 15/F, 17/F to 23/F, 25/F to 33/F, 35/F to 37/F; Flat A, B, C and D at 38/F; Flat A, B, C, D and E on 39/F to 43/F, 46/F to 53/F, 55/F to 63/F; Flat A, C, D and E on 65/F to 67/F and Flat B on 65/F to 66/F of Tower 3(3B);

內牆 Internal Wall	: (i) 客廳、飯廳及睡房：外露牆身髹乳膠漆 Living Room, Dining Room and Bedroom(s): Emulsion paint where exposed
內部地板 Internal Flooring	: 客廳、飯廳及睡房： (a) 複合木地板 (b) 沿路通往露台門戶、沿通往工作平台門戶及沿通往平台門戶之地台圍邊部分鋪砌天然石材(如適用) Living Room, Dining Room and Bedroom(s): (a) Engineered timber flooring (b) Natural stone border along edge of floor adjoining door to balcony, door to utility platform and door to flat roof (if applicable)
內部天花板 Internal Ceiling	: 客廳、飯廳及睡房：外露天板髹乳膠漆及石膏板假陣髹乳膠漆 Living Room, Dining Room, Bedroom(s): Emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint
門 Door	: 木門配以金屬配件於單位主入口、睡房、廚房及浴室 Timber doors with ironmongery at main entrance, bedroom(s), kitchen and bathroom(s)

浴室 Bathroom	: 牆壁外露位置 – 高溫瓷質磚; 地板外露位置 – 天然石材; 天花板 – 鋁質假天花; 提供潔具 Walls where exposed – Porcelain tiles; Floor where exposed – Natural stone; Ceiling – Aluminium false ceiling; Sanitary fittings are provided;
廚房 Kitchen	: (i) 第1座(1A)之6樓至71樓之A, B及D單位; 第1座(1B)之6樓至70樓之A, B, C及D單位, 71樓之A, C及D單位; 第2座(2A)之6樓至70樓之A, B及E單位; 第2座(2B)之6樓至69樓之A, B, C及D單位, 70樓之A, C及D單位; 第3座(3A)之6樓至67樓之A及E單位; 第3座(3B)之6樓至66樓之A, B, C及D單位, 67樓之A, C及D單位: Flat A, B and D on 6/F to 71/F of Tower 1(1A); Flat A, B, C and D on 6/F to 70/F, Flat A, C and D on 71/F of Tower 1(1B); Flat A, B and E on 6/F to 70/F of Tower 2(2A); Flat A, B, C and D on 6/F to 69/F, Flat A, C and D on 70/F of Tower 2(2B); Flat A and E on 6/F to 67/F of Tower 3(3A); Flat A, B, C and D on 6/F to 66/F, Flat A, C and D on 67/F of Tower 3(3B): 牆壁外露位置 – 高溫瓷質磚及玻璃; 地板外露位置 – 高溫瓷質磚; 天花板 – 鋁質假天花; 灶台 – 實心面材 Walls where exposed – Porcelain tiles and glass; Floor where exposed – Porcelain tiles; Ceiling – Aluminium false ceiling; Cooking bench – Solid surface material (ii) 第1座(1A)之6樓至71樓之C單位; 第1座(1B)之6樓至71樓之E單位; 第2座(2A)之6樓至70樓之C及D單位; 第2座(2B)之6樓至70樓之E單位; 第3座(3A)之6樓至67樓之B, C及D單位; 第3座(3B)之6樓至67樓之E單位: Flat C on 6/F to 71/F of Tower 1(1A); Flat E on 6/F to 71/F of Tower 1(1B); Flat C and D on 6/F to 70/F of Tower 2(2A); Flat E on 6/F to 70/F of Tower 2(2B); Flat B, C and D on 6/F to 67/F of Tower 3(3A); Flat E on 6/F to 67/F of Tower 3(3B): 牆壁外露位置 – 玻璃及乳膠漆; 地板外露位置 – 天然石材及複合木地板; 天花板 – 石膏板假天花髹乳膠漆; 灶台 – 實心面材 Walls where exposed – Glass and emulsion paint; Floor where exposed – Natural stone and engineered timber flooring; Ceiling – Gypsum board false ceiling finished with emulsion paint; Cooking bench – Solid surface material
其他設備 Other Provisions	: 煤氣或電磁煮食爐; 抽油煙機; 雪櫃; 2合1洗衣乾衣機; 熱水爐; 客廳、飯廳、主人睡房及睡房裝設冷氣機 Gas or Induction Hob, Cooker hood, Refrigerator, 2 in 1 Washer & dryer, Water heater, Air-conditioner for Living Room, Dining Room, Master Bedroom and Bedroom(s),

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

Name and address of the Phase: MALIBU, 1 Lohas Park Road

期數名稱及地址：康城路 1 號 MALIBU

Property 本物業：

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong

香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位

Purchaser(s) 買方：_____

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this day of
公曆 年 月 日

Signature of Purchaser(s)

買方簽署

: _____

To: MTR Corporation Limited (as “Owner”) 香港鐵路有限公司 (作為“擁有人”)
Leading Elite Limited (as “Person so Engaged”) Leading Elite Limited (作為“如此聘用的人”)
(collectively, the “Vendor” 統稱“賣方”)

(“Owner” means the legal or beneficial owner of the Phase. “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase. 「擁有人」指期數的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。)

From: _____ (the “Purchaser” “買方”)

Dear Sirs,
敬啟者

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

Name and address of the Phase: MALIBU, 1 Lohas Park Road
期數名稱及地址: 康城路 1 號 MALIBU

Property 該物業:

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong
香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位

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

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

holding company of the Owner (擁有人的控權公司): not applicable;

holding company of the Person so Engaged (如此聘用的人的控權公司) means Seasonal Global Holdings Limited, Ironhead Holdings Limited, Dannette Holdings Limited, Realty Development Corporation Limited, Wheelock Properties Limited, Myers Investments Limited, Wheelock Investments Limited and Wheelock and Company Limited;

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

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

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

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

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

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

**Delete as appropriate*

吾等/本人茲確認吾等/本人是/不是*:-

- (a) 賣方的董事，或該董事的父母、配偶或子女；
- (b) 賣方的經理；
- (c) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 賣方的有聯繫法團或控權公司；
- (e) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或
- (f) 上述有聯繫法團或控權公司的經理；

擁有人的控權公司 (holding company of the Owner)：不適用；

如此聘用的人的控權公司 (holding company of the Person so Engaged) 指 Seasonal Global Holdings Limited、Ironhead Holdings Limited、Dannette Holdings Limited、聯邦地產有限公司、會德豐地產有限公司、Myers Investments Limited、Wheelock Investments Limited 及會德豐有限公司；

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

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

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

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

吾等/本人謹此聲明上述提供資料正確及完整。

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

* 刪除不適用者

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

Purchaser(s) / 買方

Name of Purchaser 買方姓名： _____

Date 日期： _____

Personal Information Collection Statement (MTR Corporation Limited) ("PICS")

收集個人資料聲明(香港鐵路有限公司)(「本聲明」)

發展項目期數: MALIBU (“期數”)
Phase of Development: MALIBU (“the Phase”)

本物業 The Property :

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong
香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位

賣方 Vendor : 香港鐵路有限公司 (作為「擁有人」)
MTR Corporation Limited (as “Owner”)
Leading Elite Limited (作為「如此聘用的人」)
Leading Elite Limited (as “Person so Engaged”)

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

Purchaser(s) 買方 : _____

1. 閣下的私隱 Your Privacy

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

1.2 請細閱下文，以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將就任何該等修訂或更改給予閣下事先通知。
Please read the following carefully to understand our policy and practices regarding how your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.

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

1.4 如果本聲明的英文版本與中文版本有任何不符，應以英文版本為準。
If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.

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

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

人資料可能會被收集。

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

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

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

- A. 閣下**必須**提供閣下的個人資料所作的用途為：

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

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

- B. 閣下可**自願**提供閣下的個人資料所作的用途為：

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

不適用 Not Applicable

3. 披露 Disclosure

- 3.1 若我們向閣下收集個人資料，我們將會：

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

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途；
tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;

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

4. 保安 Security

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

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

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

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

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

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

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

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

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

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

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

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

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

8. 資料的保留 Retention of Data

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

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

9. 確認 Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

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

買方簽署 SIGNATURE OF PURCHASER : _____

買方姓名 NAME OF PURCHASER : _____

日期 DATE : _____

Personal Data Collection Statement (Wheelock Properties (Hong Kong) Limited)
收集個人資料聲明(會德豐地產(香港)有限公司)

Name and address of the Phase (“the **Phase**”): MALIBU, 1 Lohas Park Road
期數名稱及地址(「期數」): 康城路1號MALIBU

Vendor 賣方: MTR Corporation Limited (as “Owner”) 香港鐵路有限公司(作為「擁有人」)
Leading Elite Limited (as “Person so Engaged”) Leading Elite Limited (作為「如此聘用的人」)

(“Owner” means the legal or beneficial owner of the Phase. “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

「擁有人」指期數的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。)

Purchaser(s) 買方: _____

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

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

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

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

- (i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Phase by the Person so Engaged, Wheelock Properties Limited (“the **Developer**”) and WPHKL, protecting their interests in the Phase, and monitoring the work of WPHKL by the Person so engaged and the Developer (“**Obligatory Purposes**”); and
- (i) 供如此聘用的人、會德豐地產有限公司(「發展商」)以及會德豐地產代理處理與閣下購買期數的住宅單位及/或車位有關的所有法律及其他必需的行政事宜並保障前述各方在期數中的權益，以及供如此聘用的人及發展商監督會德豐地產代理的工作(「強制性用途」); 及
- (ii) sales and direct marketing to you by WPHKL and/or the Developer regarding investment opportunities in the Phase, including but not limited to the direct marketing to you of the residential units and parking spaces in the Phase and conducting marketing, sale and statistical analysis (“**Voluntary Purposes**”).
- (ii) 供會德豐地產代理及/或發展商就在期數的投資機會向閣下作出銷售及直接促銷，包括但不限於向閣下作出在期數的住宅單位及/或車位的直接促銷，以及進行促銷、銷售及統計分析(「自願性用途」)。

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal Data Privacy Officer

Wheelock Properties (Hong Kong) Limited

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

個人資料私隱主任

會德豐地產(香港)有限公司

地址：香港中環畢打街 20 號會德豐大廈 23 樓 (註明「保密」字樣)

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

By checking this box, I instruct WPHKL NOT to use my personal data for the Voluntary Purposes described above, including transfer of my personal data to the Developer. (If I do not check this box, I understand that WPHKL will use my personal data for its Voluntary Purposes described above and transfer my personal data to the Developer for the Voluntary Purposes described above.)

本人在此空格加上別(「✓」)號，即表示本人指示會德豐地產代理不得使用本人的個人資料作上述自願性用途，包括把本人的個人資料轉移予發展商。(如果本人並不在此空格加上別(「✓」)號，即表示本人明白，會德豐地產代理將會使用本人的個人資料作其上述自願性用途並把本人的個人資料轉移予發展商作上述自願性用途。)

Signature of Purchaser(s):

買方簽署： _____

Name of Purchaser(s):

買方姓名： _____

Date:

日期： _____

If there is any inconsistency between the English and Chinese version, the English version shall prevail.
英文版本與中文版本如有任何抵觸，應以英文版本為準。

Declaration Regarding Intermediary
關於中介人的聲明

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Leading Elite Limited (as “Person so engaged”)# Leading Elite Limited (作為「如此聘用的人」)#
Phase of Development 發展項目期數	Phase VA of LOHAS Park 日出康城的第VA期
Address 地址	1 Lohas Park Road 康城路1號
Property 本物業	Flat B on 67 th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong 香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位
Purchaser 買方	
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼	
Intermediary 中介人	(公司名稱) (地產代理姓名)
EA Licence No. 地產代理牌照號碼	
Date 日期	

The Purchaser and the Intermediary hereby confirm and declare as follows:-

買方及中介人謹此確認及聲明如下：

- The Purchaser is introduced by the Intermediary to the Vendor’s sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
買方是經由中介人介紹到賣方的售樓處簽署購買本物業的臨時買賣合約。
- The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾，無論在任何情況下賣方均無須就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他他人負責。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. 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 Phase of Development. 「擁有人」指發展項目期數的法律上的擁有人或實益擁有人。
- # “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase of Development. 「如此聘用的人」指擁有人聘用以統籌和監管發展項目期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

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

Vendor 賣方	MTR Corporation Limited (as “Owner”)* 香港鐵路有限公司 (作為「擁有人」)* Leading Elite Limited (as “Person so engaged”)# Leading Elite Limited (作為「如此聘用的人」)#
Phase of Development 發展項目期數	Phase VA of LOHAS Park 日出康城的第VA期
Address 地址	1 Lohas Park Road 康城路 1 號
Property 本物業	Flat B on 67 th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong 香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位
Purchaser 買方	
I.D. / Passport / B.R. No. 身份證/護照/商業登記證號碼	
Date 日期	

The Purchaser hereby confirms and declares as follows:-

買方謹此確認及聲明如下：

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

Signed by the Purchaser 買方簽署：

Note 備註：

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

Acknowledgement Letter regarding Flat Roof/ Roof 有關平台/ 天台的確認函

發展項目期數 Phase of Development: MALIBU (「期數」) (“the Phase”)

該物業 The Property :

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong
香港將軍澳康城路 1 號日出康城 MALIBU 第 3 座(3A)67 樓 B 單位

賣方 Vendor: 香港鐵路有限公司 (作為「擁有人」) MTR Corporation Limited (as “Owner”)
Leading Elite Limited (作為「如此聘用的人」) Leading Elite Limited (as “Person so Engaged”)

(「擁有人」指期數的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。“Owner” means the legal or beneficial owner of the Phase. “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.)

Purchaser(s) 買方: _____

To: the Vendor
致: 賣方

1. 本人／吾等，下方簽署人，特此確認，本人／吾等在簽署該物業的臨時買賣合約（「臨時合約」）前明白和接納：
I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) of the Property that:-
 - (a) 根據日出康城(即發展項目)的主公共契約及管理協議（「主公契」），管理人有權出入構成單位(定義見主公契)一部分的平台及/或天台，並在該平台及/或天台或其護牆上或上空保養、維修、操作、暫時安裝及移動清潔用吊船及/或吊艇架臂、其他管理設備或裝置，以檢修、清潔、優化、保養、維修、翻新、裝飾、改善及/或更換期數任何外部的任何部分，以及按需要在合理期間內停留在該平台及/或天台以便檢查、重建、維修、翻新、保養、清潔、油漆或裝飾期數的公用地方及公用服務與設施（定義見主公契）。
Pursuant to the Principal Deed of Mutual Covenant and Management Agreement (“Principal DMC”) of LOHAS Park (i.e. the Development), the manager will have the right to enter into any flat roof and/or roof forming part of a Unit (as defined in the Principal DMC) and to maintain, repair, operate, temporarily install and move the cleaning gondola and/or any davit arm, other equipment or device of management on and/or over such flat roof and/or roof or its parapet walls to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Phase, and to remain on such a flat roof and/or roof for a reasonable period as may be necessary for inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating the Common Areas and Common Services and Facilities (as defined in the Principal DMC) of the Phase.
2. 本人／吾等確認對上述事項無任何反對，並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
I/We acknowledge that I/we do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.
3. 本文件並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約項下賣方以其他裝置、裝修物料及設備代替該物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改期數及其任何部分之建築圖則及其他圖則設計，期數設計以政府相關部門批准為準。
This document shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase agreement (the “Agreement”), including without limitation to the Vendor’s right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans and the generality of those rights. The Vendor reserves the right to alter the building plans and other plans of the Phase or any part thereof. The design of the Phase shall be subject to the final approval of the relevant government departments.
4. 並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。
A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.
5. 如本文件之中英文文本有任何歧義，一切以英文文本為準。
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

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。

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

Signature(s) of Purchaser 買方簽署

Date 日期

Acknowledgement Letter regarding Open Kitchen 有關開放式廚房的確認函

發展項目期數 Phase of Development: MALIBU (「期數」) (“the Phase”)

該物業 The Property :

Flat B on 67th Floor of Tower 3 (3A), MALIBU of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong
香港將軍澳康城路1號日出康城MALIBU第3座(3A)67樓B單位

賣方 Vendor : 香港鐵路有限公司 (作為「擁有人」) MTR Corporation Limited (as “Owner”)
Leading Elite Limited (作為「如此聘用的人」) Leading Elite Limited (as “Person so Engaged”)

(「擁有人」指期數的法律上的擁有人或實益擁有人。「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。“Owner” means the legal or beneficial owner of the Phase. “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.)

Purchaser(s) 買方 : _____

To: the Vendor
致：賣方

1. 本人／吾等，下方簽署人，特此確認，本人／吾等在簽署該物業的臨時買賣合約（「臨時合約」）前明白和接納：
I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) of the Property that:-
 - (a) 按照期數之副公共契約及管理協議（「副公契」）的最新經批核擬稿規定，該物業的業主或住戶須自費遵守及履行《消防安全管理計劃》(Fire Safety Management Plan)（按副公契所定義）、管理人就執行《消防安全管理計劃》不時發出之指引或指示及副公契D節第6條所載有關開放式廚房消防安全的相關條文，並須促使該物業之租客及佔用人遵守及履行上述的《消防安全管理計劃》、指引、指示及副公契條文。
Under the latest approved draft of the Sub-Deed of Mutual Covenant and Management Agreement (the “SDMC”) in respect of the Phase, the Owner or resident of the Property shall at his own costs and expenses observe and comply with the Fire Safety Management Plan (as defined in the SDMC), 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 as well as the relevant provisions contained in Clause 6 of Section D of the SDMC relating to fire safety of open kitchen, and shall cause the tenants and occupiers of the Property observe and comply with the same.
2. 本人／吾等確認於簽訂該物業的臨時合約前已獲建議細閱副公契的最新經批核擬稿（於售樓處有所提供）及尋求專業意見以獲取詳情。
I/We have been advised to, before entering into the Preliminary Agreement of the Property, peruse the latest approved draft of the SDMC (which are available at the sales office) and seek professional advice for details.
3. 本人／吾等同意購入該物業時已完全知悉上述之契諾、責任、條文和限制，並將完全遵守及履行該等契諾、責任、條文和限制。
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.
4. 本人／吾等須自費維護及保養該物業內的消防裝置使其處於良好狀況和自費遵守及履行以下條款：
I/We shall keep and maintain the fire safety provisions inside the Property in good condition at my/our own costs and expenses and comply with the following conditions at my/our sole cost and expense:-
 - (a) 在該物業外的公用大堂提供的可定位煙霧偵測器不可被拆除或干擾或阻塞；
Addressable smoke detectors provided at the common lobby outside the Property shall not be removed or tampered or obstructed;
 - (b) 在該物業內提供的可定位及配置聲響警報基座的煙霧偵測器不可被拆除或干擾或阻塞；
Addressable smoke detectors with sounder base provided inside the Property shall not be removed or tampered or obstructed;
 - (c) 在該物業開放式廚房之上的天花板所提供的消防花灑頭不可被拆除或干擾或阻塞；
Sprinkler head provided at the ceiling immediately above the open kitchen shall not be removed or tampered or obstructed;
 - (d) 該物業的出口門相鄰的防火等級不低於- /30/30的全高度牆壁不可被拆除或干擾；
The full height wall having a fire resistance rating of not less than -/30/30 adjacent to the exit door of the Property shall not be removed or tampered;

- (e) 該物業大門的自動關閉裝置不可被拆除；
Self-closing devices of main entrance door of the Property shall not be removed;
- (f) 上述(4)(a)至(4)(c)段的消防裝置須受由管理人委任並已於消防處註冊的消防裝置承辦商（「註冊消防裝置承辦商」）進行的年度檢查，費用及開支由本人／吾等承擔；
The fire safety provisions mentioned in 4(a) to 4(c) above shall be subject to annual check at my/our cost and expense conducted by the fire service installation contractor registered with the Fire Services Department appointed by the Manager ("RFSIC");
- (g) 本人／吾等須容許管理人委任的註冊消防裝置承辦商進入該物業，以對該物業內的消防裝置進行年度檢查、保養及巡查；及
I/We shall allow access for the RFSIC appointed by the Manager to carry out annual check, maintenance and inspection of the fire safety provisions in the Property; and
- (h) 依照適當保養程序的消防裝置保養及檢查工程須由註冊消防裝置承辦商進行，註冊消防裝置承辦商須負責發出相關保養證書(F.S. 251)以證明其功能，費用及開支由本人／吾等承擔。
Maintenance and inspection work of the fire safety provisions with appropriate maintenance procedures shall be carried out, at my/our cost and expense, by RFSIC who shall be responsible for issuance of the relevant maintenance certificate (F.S. 251) to prove their function.
5. 本人／吾等會容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同測量人員、工人及其他人士在帶同或無帶同設備及器具下於所有合理時間進入該物業，藉以對消防裝置進行保養及年度檢查（費用及開支由本人／吾等承擔）。
I/We shall allow the Manager and the RFSIC to enter with or without surveyors, workmen and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into the Property to carry out (at my/our cost and expense) maintenance and annual check of the fire service installations.
6. 若本人／吾等放棄管有該物業時，本人／吾等會促使租客、被許可人或佔用人（視情況而定）遵守《消防安全管理計劃》，尤其是本文件所列的消防安全條文，並將其列為相關合約（如有）的一項條件。
In the event that I/we part with possession of the Property, I/we shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).
7. 本人／吾等會應要求承擔管理人及／或註冊消防裝置承辦商對該物業的消防裝置進行保養及年度檢查所產生的費用及開支。為免疑問，該等年度及定期檢查費用及開支並不構成管理費的一部分。
The costs and expenses incurred by the Manager and/or the RFSIC for the maintenance and annual inspection of the fire services installations for the Property shall be borne by me/us on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.
8. 賣方保留權利不時修訂期數的《消防安全管理計劃》或其任何部分。
The Vendor reserves the right to amend the Fire Safety Management Plan of the Phase or any part thereof from time to time.
9. 本文件並不影響臨時合約及其後之正式買賣合約（「買賣合約」），包括（但不限於）買賣合約項下賣方以其他裝置、裝修物料及設備代替該物業裝置、裝修物料及設備的權利、改動建築圖則的權利及該等權利之概括性。賣方保留權利不時更改期數及其任何部分之建築圖則及其他圖則設計，期數設計以政府相關部門批准為準。
This document shall not prejudice the Preliminary Agreement nor its subsequent formal sale and purchase agreement (the "Agreement"), including without limitation to the Vendor's right under the Agreement to substitute the fittings, finishes and appliances of the Property with other fittings, finishes and appliances, the right to alter the building plans and the generality of those rights. The Vendor reserves the right to alter the building plans and other plans of the Phase or any part thereof. The design of the Phase shall be subject to the final approval of the relevant government departments.
10. 如本文件之中英文文本有任何歧義，一切以英文文本為準。如本文件與副公契或《消防安全管理計劃》有任何歧義，一切以副公契或《消防安全管理計劃》為準。
In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail. In the event of any conflict or discrepancy between this document and the SDMC or the Fire Safety Management Plan, the SDMC or the Fire Safety Management Plan shall prevail.

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。

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

Signature(s) of Purchaser 買方簽署

Date 日期