Tender Document applicable to below Property at LP10:

適用於以下 LP10 物業的招標文件:

Tower 座號	Floor 樓層	Unit 單位
2 (2-B) 第 2 座 (T2-B)	56	B

AND
及

Parking Space 車位
PA052 on LG1/F 低層地下 1 樓車位 PA052

INVITATION FOR PURCHASE OF PROPERTY BY

WAY OF

TENDER

in respect of

The properties set out in the Schedule to the Tender Notice
at
LP10 of LOHAS Park, 1 Lohas Park Road
Tseung Kwan O, New Territories, Hong Kong

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF

TENDER

.....

Tenders are invited for the purchase of the property set out in the Schedule to the Tender Notice at LP10 of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong (the "**Phase**").

.....

TENDER COMMENCES AT 11:00 a.m. ON 20 OCTOBER 2026
AND CLOSES AT 12:00 noon ON 20 OCTOBER 2026

Tenders must be submitted in the specified **Form of Tender** from **11:00 a.m. on 20 October 2026** to **12:00 noon on 20 October 2026** in a sealed plain envelope and clearly marked "**TENDER FOR LP10**".

Vendor	**Person so Engaged**	**Vendor's Agent**
MTR Corporation Limited	**City Century Development Limited**	**Nan Fung Real Estate Agency Limited**
	"**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 17th Floor, AIRSIDE, 2 Concorde Road, Kai Tak, Hong Kong

TENDER NOTICE

1. Nan Fung Real Estate Agency Limited (南豐地產代理有限公司) (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 property set out in the Schedule hereto (the "**Property**") at LP10 of LOHAS Park, 1 Lohas Park Road, Tseung Kwan O, New Territories, Hong Kong (the "**Phase**"), 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**").

2. (a) 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).

   (b) Tenderer must, in the Form of Tender, indicate the Property to be offered to purchase, both residential unit and parking space.

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 (xiv) 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 or more cashier's order(s) issued by bank(s) 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 (total) 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 as preliminary deposit;

      (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 and a Declaration of Relationship with the Owner (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 Letter of Consent to Collection of Personal Data (Nan Fung Real Estate Agency 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 In Relation To 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 Miscellaneous Matters (in the form annexed hereto as **Appendix I**) duly completed and signed by the Tenderer;

(x) an Acknowledgement Letter of Defects Warranty (in the form annexed hereto as **Appendix J**) duly completed and signed by the Tenderer;

(xi) an Acknowledgement Letter Regarding Floor-to-Floor Height of The Property (in the form annexed hereto as **Appendix K**) duly completed and signed by the Tenderer;

(xii) an Acknowledgement Letter Regarding Government Grant and Miscellaneous Matters (in the form annexed hereto as **Appendix L**) duly completed and signed by the Tenderer;

(xiii) an Acknowledgement Letter for Property Viewing (in the form annexed to the Tender Notice as **Appendix M**) duly completed and signed by the Tenderer;

(xiv) Vendor's Information Form (in the form annexed) to the Tender Notice as **Appendix N**) duly completed and signed by the Tenderer;

(xv) (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;

(xvi) 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 (xiv) 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 LP10**"; and

(d) placed in the Tender Box labelled "**Tender for LP10**" located at Unit 2709-2711, 27/F, Airside, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong from 11:00 a.m. on 20 October 2026 to 12:00 noon on 20 October 2026 (which 11:00 a.m. on 20 October 2026 shall be the "**Tender Commencing Time**" and 12:00 noon on October 2026 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 or where the Vendor considers that there being an event affecting the safety, order or public health at the venue where the Tender Box is located and/or its vicinity at any time from 8:00 a.m. to 11:00 a.m. on the day on which the Tender Closing Time falls, the Tender Closing Time will automatically be postponed to 11:00 a.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 Property from sale or to sell or dispose of the Property 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 8(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 8(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 order(s) and cheque(s) 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(s) and cheque(s) 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 order(s) and cheque(s) 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(s) and address(es) of his principal and 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 Nan Fung Real Estate Agency Limited at Tel. No.8100 0126. Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of 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: 16 October 2026

Schedule

Residential Unit and Parking Space for Tender in LP10

Tower	Floor	Unit
2 (T2-B)	56	B

AND

Parking Space
PA052 on LG1/F

招標承投購買物業

有關

載於招標公告附表之位於

香港將軍澳康城路 1 號日出康城 LP10 的物業

招標承投購買物業

現招標承投購買以下載於招標公告附表之

位於香港將軍澳康城路 1 號日出康城 **LP10** (「**期數**」) 的物業

招標開始日期及時間為 **2026 年 10 月 20 日 上午 11 時**

招標截止日期及時間為 **2026 年 10 月 20 日 中午 12 時**

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 **LP10**」，並由 2026 年 10 月 20 日 上午 11 時至 2026 年 10 月 20 日 中午 12 時提交。

賣方	如此聘用的人	賣方代理
香港鐵路有限公司	**順宇發展有限公司**	**南豐地產代理有限公司**
	「**如此聘用的人**」指賣方聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。	聯絡資料 香港啟德協調道2號 AIRSIDE 17 樓

招標公告

1. 南豐地產代理有限公司 (「**賣方代理**」)，作爲香港鐵路有限公司 (「**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」所述的載於招標公告附表之位於香港將軍澳康城路 1 號日出康城 **LP10** (「**期數**」) 的物業 (「**物業**」)。

2. (a) 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爲自然人)。

   (b) 投標者須在投標表格標明其所要約購買的物業，包括住宅單位及車位。

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 (xiv) 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) 一張或多張 (總) 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%、抬頭爲「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作爲臨時訂金；

      (ii) 如投標者爲個人，每名投標者個人的香港身份證/護照副本；

      (iii) 如投標者爲有限公司，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」及「與擁有人關係的聲明」(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「個人資料收集同意書(南豐地產代理有限公司)」(按照**附件 F** 所列的格式)；

      (viii) 經投標者填妥及簽署的以下<u>其中一份</u>文件：-

         (I) 「有關中介人聲明」(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「有關其他事項之確認函」(按照**附件 I** 所列的格式)；

(x) 經投標者填妥及簽署的「缺漏修繕保證函」(按照**附件 J** 所列的格式)；

(xi) 經投標者填妥及簽署的「關於本物業層與層之間高度之確認函」(按照**附件 K** 所列的格式)；

(xii) 經投標者填妥及簽署的「關於批地文件及其他事項之確認函」(按照**附件 L** 所列的格式)；

(xiii) 經投標者填妥及簽署的「物業參觀確認函」(按照招標公告**附件 M** 所列的格式)；

(xiv) 經投標者填妥及簽署的「賣方資料表格」(按照招標公告**附件 N** 所列的格式)；

(xv) (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；

(xvi) 如投標者爲公司，(I) 投標者的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 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，或如投標者爲根據公司條例第 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 (xiv) 段提及之文件在遞交時<u>切勿寫上日期</u>。

(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 **LP10**」；以及

(d) 由 2026 年 10 月 20 日 上午 11 時至 2026 年 10 月 20 日 中午 12 時 (2026 年 10 月 20 日 上午11 時爲「招標開始時間」而 2026 年 10 月 20 日 中午 12 時則爲「招標截止時間」)，放入擺放於香港九龍啟德協調道 2 號 AIRSIDE 27 樓 2709 - 2711 室並標示為「投標 **LP10**」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 8 時至 11 時的任何時間，8 號或以上颱風信號或黑色暴雨警告在香港生效或賣方認為發生影響擺放投標箱之地點及/或其附近之安全、秩序或公共衞生之事件時，招標截止時間將自動順延至緊接的下一個工作日上午 11 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不予出售或於任何時候出售或放售該物業予任何人士。

8. (a) 鑒於賣方作出招標和下文第 8(b) 段所述的承諾，作為代價，每位投標者均被視爲已承諾其投標將爲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 8(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，該中標者將成爲物業之買方 (「**買方**」)，賣方並將在不遲於接納投標日期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，而買方將被視為已收到以上述方式送遞之接受投標通知書。

(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) 如中標者爲公司，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爲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。由主事人妥爲簽立及妥爲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. 所有查詢應向南豐地產代理有限公司 (電話號碼: 8100 0126) 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：2026 年 10 月 16 日

附表

LP10 可供投標住宅單位及車位

座號	樓層	單位
2 (T2-B)	56	B

及

車位
低層地下 1 樓車位 PA052

Appendix A

FORM OF TENDER

Tender for the purchase of Unit _____ on _____ Floor of Tower _____ and Parking Space no. PA _____ on _____ Floor ** (the "**Property**") subject to the terms and conditions contained in this Form of Tender and the Tender Notice dated 16 October 2026 (the "**Tender Notice**") and the Conditions of Sale (the "**Conditions of Sale**") attached hereto.

To: Nan Fung Real Estate Agency Limited (南豐地產代理有限公司) 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 Appendices 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:

☐	(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 5% of the Purchase Price, being further deposit shall be paid on or before the 30th day after the date of the Notice of Acceptance issued by the Vendor; and (c) HK$_____, which is equal to 90% of the Purchase Price, being balance of the Purchase Price shall be paid on or before the 120th day after the date of the Notice of Acceptance, i.e. _____ (the **"Completion Date"**).

** Please fill in and refer to the Tender Notice for units for tender.

OR

☐	(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 5% of the Purchase Price, being further deposit shall be paid on or before the 30th day after the date of the Notice of Acceptance issued by the Vendor; and (c) HK$_____, which is equal to 90% of the Purchase Price, being balance of the Purchase Price shall be paid on or before the 360th day after the date of the Notice of Acceptance, i.e. _____ (the **"Completion Date"**).

(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 on or before the Completion Date.

3. If this Tender is accepted, then until the Formal Agreement for Sale and Purchase under paragraph 8(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(s) (No._____) issued by _____ and made payable to "**Deacons**" for the (total) 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 and a Declaration of Relationship with the Owner (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 Letter of Consent to Collection of Personal Data (Nan Fung Real Estate Agency 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 In Relation To 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 Miscellaneous Matters (in the form annexed to the Tender Notice as **Appendix I**) duly completed and signed by me/us;

   (i) an Acknowledgement Letter Regarding Defects Warranty (in the form annexed to the Tender Notice as **Appendix J**) duly completed and signed by me/us;

   (j) an Acknowledgement Letter Regarding Floor-to-Floor Height of The Property (in the form annexed to the Tender Notice as **Appendix K**) duly completed and signed by me/us;

   (k) an Acknowledgement Letter Regarding Government Grant and Miscellaneous

Matters (in the form annexed to the Tender Notice as **Appendix L**) duly completed and signed by me/us;

(l) an Acknowledgement Letter for Property Viewing (in the form annexed to the Tender Notice as **Appendix M**) duly completed and signed by me/us;

(m) Vendor's Information Form (in the form annexed) to the Tender Notice as **Appendix N**) duly completed and signed by me/us;

(n) (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;

(o) 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).

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

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 (if any), part payment of the Purchase Price (if any), further part payment of the Purchase Price (if any) and balance of the Purchase Price at the times stipulated in Paragraph 2 above;

(b) sign the Formal Agreement for Sale and Purchase in accordance with Paragraph 8(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 20____.

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	:	

附件 **A**

投標表格

在遵守本投標表格及附於本投標表格的日期爲 2026 年 10 月 16 日的招標公告 (「**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 LP10 第 _____ 座 _____ 樓 _____ 單位及 _____ 樓 PA_____號車位** (下稱為「**本物業**」)：

致： 南豐地產代理有限公司作爲香港鐵路有限公司 (「**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 _____)，

地址爲 _____

_____

_____

(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。

** 請自行填上投標單位，可供投標單位詳列於招標公告。

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：

☐	(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； (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 30 天內支付；及 (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 120 天內支付，即_____(「**成交日期**」)或之前支付。

或

☐	(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； (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 30 天內支付；及 (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 天內支付，即_____(「**成交日期**」)或之前支付。

(請剔選適當方格及填上資料)

** 請自行填上投標單位，可供投標單位詳列於招標公告。

如投標獲賣方接納，物業買賣之成交須於成交日期或之前在辦公時間內完成。

3. 如投標獲賣方接納，直至按招標公告第 8(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) (總) 金額為樓價的百分之 5 且抬頭爲「**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」及「與擁有人關係的聲明」(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「個人資料收集同意書 (南豐地產代理有限公司)」(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<u>其中一份</u>文件：-

(I) 「有關中介人聲明」(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「有關其他事項之確認函」(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「缺漏修繕保證函」(按照招標公告**附件 J** 所列的格式)；

(j) 經本人/我們填妥及簽署的「關於本物業層與層之間高度之確認函」(按照招標公告**附件 K** 所列的格式)；

(k) 經本人/我們填妥及簽署的「關於批地文件及其他事項之確認函」(按照招標公告**附件 L** 所列的格式)；

(l) 經本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告**附件 M** 所列的格式)；

(m) 經本人/我們填妥及簽署的「賣方資料表格」(按照招標公告**附件 N** 所列的格式)；

(n) (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；

(o) 如我們爲公司，(I) 我們的董事決議副本 (以授權以簽署投標表格及上文提及的其他文件的形式簽署該等文件) 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，或如我們爲根據公司條例第 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。

<u>本人/我們並未在上文第 4(c) 至 (m) 段提及之文件上寫上日期。</u>

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/我們之間有關本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 段規定的時間支付加付訂金 (如有)、部份樓價 (如有)、加付部份樓價 (如有) 和樓價餘款；

(b) 按照招標公告第 8(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本物業。

日期為 20____ 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	:	

Appendix B
附件 B

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 8(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 8(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 (a) of Appendix 1 hereto is calculated in accordance with section 8(3) of that Ordinance;
   附錄一第 (a) 條所指的項目的樓面面積，按照該條例第 8(3) 條計算；

   (d) the area of an item under clause (b) of Appendix 1 hereto is calculated in accordance with Part 2 of Schedule 2 to that Ordinance; and
   附錄一第 (b) 條所指的項目的面積，按照該條例附表 2 第 2 部計算；及

   (e) "**office hours**" means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day.
   「辦公時間」指由上午 10 時起至同日下午 4 時 30 分為止的期間。

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。

(Note: to be filled in by the Vendor.)
(註：由賣方填寫。)

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 the standard form prepared by the Vendor's solicitors in respect of which none of the terms of the Agreement is permitted to be altered in any way, (b) make further payment in accordance with the Payment Terms, and (c) pay all stamp duty payable under this Preliminary Agreement and the Agreement.
買方須於本臨時合約之簽署日期之後五個工作日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) 簽署一份由賣方律師訂定的標準正式合約，該合約內容一概不能更改，(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。

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. (a) 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。

(b) 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。

(c) Any additional 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任何附加印花稅 (如有的話)，由買方承擔。

6. The measurements of the Property are as follows — see Appendix 1 hereto.
本物業的量度尺寸如下 — 見附錄一。

7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows — see Appendix 2 hereto.
本物業買賣所包括的裝置、裝修物料及設備如下 — 見附錄二。

8. 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 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費用、本物業的按揭契 (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。

9. 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。

10. Upon termination of this Preliminary Agreement in accordance with Clause 9, 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 9 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。

11. 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。

12. All deposits, any part payments of the purchase price and the balance of the purchase price shall be paid by the Purchaser by way of cashier order(s) issued by a licensed bank in Hong Kong in favour of the Vendor's Solicitors for the relevant amount.
所有訂金、售價的任何部份及售價餘額必須以香港持牌銀行所發出並以賣方律師行作抬頭人的本票支付。

13. (a) If the Purchaser shall also instruct the Vendor's solicitors to act for him in respect of the purchase of the Property, the Vendor shall bear such solicitor's legal fees in respect of the Agreement and the subsequent Assignment.
如買方選擇由賣方律師於本買賣中代表買方，賣方將承擔該律師之正式合約和其後轉讓契的律師費用。

(b) If the Purchaser chooses to instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.
如買方選擇由其他律師於本買賣中代表買方，買賣雙方必須各自承擔其於正式合約和轉讓契的法律費用。

(c) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.
所有圖則費、契據認證副本之費用包括該等認證副本之圖則費、查冊費、登記費及其他支出費用，均由買方承擔。買方並須承擔所有與本物業的按揭有關的法律費用及支出。

14. 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 for water, electricity and gas already paid by the Vendor in respect of the Property Provided That if any of the said 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 has already been paid by the Vendor to the Manager, the payments concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the Manager) upon completion of sale and purchase of the Property, whether or not such payments concerned are transferable or refundable under the PDMC and/or the SDMC.
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。但倘若賣方已向管理人支付上述之任何管理費按金、特別按金、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，則買方須於本物業買賣完成之日就相關款項向賣方彌補 (而非付予管理人)，不論相關款項是否可根據主公契及/或副公契轉讓或退還。

15. The Property is sold on an "as is" basis. 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.
本物業是以「現狀」出售。買方在購買本物業時完全知悉本物業的實質狀況與本物業內的裝置、裝修物料及設備，並接受本物業及該等裝置、裝修物料及設備的現狀。

16. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Phase of which the Property forms part in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方保留根據正式合約修改與本物業和／或本物業作為其中部分的期數有關的圖則的權利，惟賣方將事先取得政府有關部門的批准（若需要）。

17. The sale and purchase of the Property shall be completed at the offices of the Vendor's Solicitors during office hours on or before the Completion Date.
本物業的買賣將於成交日期或之前在賣方律師的辦公室及辦公時間完成。

18. The Purchaser shall be solely responsible for all additional legal costs and disbursements charged by the Vendor's solicitors arising from any sub-sale or nomination by the Purchaser or as a result of the Purchaser requesting the Vendor to execute more than one assignment in respect of the Property.
買方必須獨力承擔所有因買方轉售本物業或提名或指派其他人士或個體作為轉讓契的承讓人或賣方因應買方要求簽署一份以上的轉讓契而產生的額外賣方代表律師費。

19. The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.
買方通訊地址或電話如有更改，買方須即以書面通知賣方。

20. Vacant possession of the Property shall be delivered to the Purchaser upon completion.
買賣完成時，賣方須將本物業交吉予買方。

21. This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties thereto and on the same terms and conditions thereof.
賣方與買方並沒有在簽訂本臨時合約以前訂立與本臨時合約條款及條件相同的非書面買賣合約或買賣合約。

22. The Chinese translation of the provisions in this Preliminary Agreement is for reference only. In case of any doubt or conflict, the English version shall prevail. Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders, and words importing persons shall include corporations and vice versa.

本臨時合約之中文譯本僅供參考之用，如有疑問或爭議，應以英文版本為準。但凡指單數之詞語，其釋義將包括眾數，反之亦然。但凡指男性、女性或中性之詞語，其釋義包括所有其他兩種性別。但凡指人之詞語，其釋義包括公司，反之亦然。

23. 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臨時合約之要素，必須嚴謹遵守。

24. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in Clause 25 and fully understands its contents.
買方已確認收到以下第 25 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。

25. For the purposes of Clause 24, the following is the "Warning to Purchasers" :
就第 24 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。

26. 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。

27. It is hereby certified that the Property is residential ~~/ non-residential~~ premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
茲証明本物業為根據《印花稅條例》(第 117 章) 29A(1) 條之定義為住宅~~/ 非住宅~~物業。

28. It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceed HK$ _____.
茲証明此宗買賣非另一或一系列買賣之一部份，而總價不超過港幣_____元。

(Note: to be filled in by the Vendor.)
(註：由賣方填寫。)

29. The Vendor reserves the right to rectify any errors or omissions in calculating the purchase price above referred to and the amount of the purchase price shall be as stated in the Agreement to be prepared by the Vendor's Solicitors.
售價計算如有錯漏，賣方保留權利更正，售價以賣方律師所擬訂的正式合約所列為準。

30. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約 (第三者權利) 條例》(第 623 章) (「該條例」) 強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第 (b) 款及第 (c) 款的規定限制。

(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
本條第 (a) 款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章) 的情況下。

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
若本臨時合約任何條款因上述第 (b) 款的規定沒有從該條例的適用範圍內排

除，而第三者 (在該條例定義) 可依據該條例強制執行任何該等條款時：-

(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and
本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷 (倘若撤銷權存在)，而該條例第 6(1) 條將不適用於本臨時合約；及

(ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.
賣方和買方依據該條例第 6(4)(b) 條特此通知該第三者有關上述第 (c)(i) 款的規定。

31. Both English and Chinese versions of this Preliminary Agreement have the same binding effect.
本臨時合約之中英版本，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 1
附錄一

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

Unit	on	Floor of Tower	**
第	座	樓	單位**

(a) the saleable area of the Property is square metres/ square feet *[of which –]
本物業的實用面積為 平方米／ 平方呎 *[其中－]

*[square metres/ square feet is the floor area of the balcony];
*[平方米／ 平方呎為露台的樓面面積]；

*[square metres/ square feet is the floor area of the utility platform];
*[平方米／ 平方呎為工作平台的樓面面積]；

*[square metres/ square feet is the floor area of the verandah]; and
*[平方米／ 平方呎為陽台的樓面面積]；

(b) other measurements are –
其他量度尺寸為－

*[the area of the air-conditioning plant room is square metres/ square feet];
*[空調機房的面積為 平方米／ 平方呎] ;

*[the area of the bay window is square metres/ square feet];
*[窗台的面積為 平方米／ 平方呎] ;

*[the area of the cockloft is square metres/ square feet];
*[閣樓的面積為 平方米／ 平方呎] ;

*[the area of the flat roof is square metres/ square feet];
*[平台的面積為 平方米／ 平方呎] ;

*[the area of the garden is square metres/ square feet];
*[花園的面積為 平方米／ 平方呎] ;

*[the area of the parking space is square metres/ square feet];
*[停車位的面積為 平方米／ 平方呎] ;

*[the area of the roof is square metres/ square feet];
*[天台的面積為 平方米／ 平方呎] ;

*[the area of the stairhood is square metres/ square feet];
*[梯屋的面積為 平方米／ 平方呎] ;

*[the area of the terrace is square metres/ square feet];
*[前庭的面積為 平方米／ 平方呎] ;

*[the area of the yard is square metres/ square feet];
*[庭園的面積為 平方米／ 平方呎] ;

* delete where inapplicable

* 刪除不適用者

** Tenderer please fill in the measurements of the Property. Please refer to the Tender Notice for units for tender.

** 投標者請自行填上本物業的量度尺寸。可供投標單位詳列於招標公告。

APPENDIX 2
附錄二

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

Internal Wall 內牆	Living Room, Dining Room (if applicable) and Bedroom(s): Emulsion paint where exposed. 客廳、飯廳 (如適用) 及睡房，外露牆身髹乳膠漆
Internal Floor 內部地板	Living Room, Dining Room (if applicable) and Bedroom(s): 客廳、飯廳 (如適用) 及睡房

(i) Engineered timber flooring with timber skirting in the following units:
以下單位為複合木地板和木牆腳線:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A, B & C
Tower 1 (T1-B)	1/F-49/F	A & B
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	1/F-50/F	A, B & C
Tower 2 (T2-B)	1/F-50/F	A
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

(ii) Engineered timber flooring and tiles with timber skirting.
以下單位為複合木地板、瓷磚和木牆腳線。

Tower座	Floor 樓層	Unit 單位
Tower 2 (T2-B)	1/F-50/F	B

(iii) Tiles with tile skirting in the following units:
以下單位為瓷磚地板和瓷磚牆腳線:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	D & E
Tower 1 (T1-B)	1/F-49/F	C & D
Tower 2 (T2-A)	1/F-50/F	D & E
Tower 2 (T2-B)	1/F-50/F	C, D, E & F

(iv) Artificial stone border along the edge of engineered timber flooring adjoining door to Private Flat Roof / Balcony / Utility Platform (if applicable) in the following units:
以下單位沿通往私人平台/露台/工作平台 (如適用) 門戶複合木地板之地台圍邊部份鋪砌人造石材 :

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A, B & C
Tower 1 (T1-B)	1/F-49/F	A & B
Tower 2 (T2-A)	1/F-50/F	A, B & C
Tower 2 (T2-B)	1/F-50/F	A & B

(v) Nature stone border along the edge of engineered timber flooring adjoining door to Private Flat Roof / Balcony / Utility Platform (if applicable) in the following units:
以下單位沿通往私人平台/露台/工作平台 (如適用) 門戶複合木地板之地台圍邊部份鋪砌天然石材：

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-55/F	A & B
Tower 1 (T1-B)	51/F-55/F	A & B
Tower 2 (T2-A)	52/F-59/F	A & B
Tower 2 (T2-B)	52/F-59/F	A, B & C

Ceiling
天花

Living Room, Dining Room (if applicable) and Bedroom(s):
客廳、飯廳 (如適用) 及睡房:

Emulsion paint and gypsum board ceiling and bulkhead finished with emulsion paint where exposed.
乳膠漆和外露石膏板天花和假陣髹乳膠漆

Door(s)
門

Timber doors with ironmongery at unit Main Entrance, Bedroom(s), Bathroom(s), Kitchen (if applicable), Utility Room (if applicable), Store Room (if applicable) and Powder Room (if applicable).
木門配以五金配件於單位主入口、睡房、浴室、廚房(如適用)、工作間 (如適用)、儲物室 (如適用)、化妝間 (如適用)

Aluminium door with ironmongery at Balcony (if applicable), Utility Platform (if applicable), Private Flat Roof (if applicable), Private Roof (if applicable) and Lavatory (if applicable).
鋁質門配以五金配件於露台 (如適用)，工作平台 (如適用)、私人平台 (如適用)、私人天台 (如適用) 及洗手間 (如適用)

Bathroom(s)
浴室

Wall where exposed:
牆壁外露位置:

(i) Tiles where exposed in the following units:
以下單位的外露牆身為瓷磚:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	B, C, D & E
Tower 1 (T1-B)	1/F-49/F	A, B, C & D
Tower 2 (T2-A)	1/F-50/F	B, C, D & E
Tower 2 (T2-B)	1/F-50/F	A, B, C, D, E & F

(ii) Natural stone where exposed in the following units:
以下單位的外露牆身為天然石材:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50F	A

(iii) Natural stone for Master Bathroom, Master Bathroom (1) & Master Bathroom (2) (if applicable) where exposed in the following units:
以下單位的主人浴室，主人浴室 (1) 及主人浴室 (2) (如適用) 的外露牆身為天然石材:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B

Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

(iv) Tiles for other Bathrooms where exposed in the following units:
以下單位其他浴室的外露牆身為瓷磚:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

Bathroom
浴室

Floor where exposed:
地板外露位置:

(i) Tiles where exposed in the following units:
以下單位的外露地板為瓷磚:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	B, C, D & E
Tower 1 (T1-B)	1/F-49/F	A, B, C & D
Tower 2 (T2-A)	1/F-50/F	B, C, D & E
Tower 2 (T2-B)	1/F-50/F	A, B, C, D, E & F

(ii) Natural stone where exposed in the following units:
以下單位的外露地板為天然石材:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50/F	A

(iii) Natural stone for Master Bathroom, Master Bathroom (1) & Master Bathroom (2) (if applicable) where exposed in the following units:
以下單位的主人浴室，主人浴室 (1) 及主人浴室 (2) (如適用) 的外露牆身為天然石材:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C

Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

(iv) Tiles for other Bathrooms where exposed in the following units:
以下單位其他浴室的外露地板鋪砌瓷磚:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

Bathroom
浴室

Ceiling where exposed:
天花外露位置:

(i) Aluminium false ceiling in the following units:
以下單位為鋁質假天花:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	B, C, D & E
Tower 1 (T1-B)	1/F-49/F	A, B, C & D
Tower 2 (T2-A)	1/F-50/F	B, C, D & E
Tower 2 (T2-B)	1/F-50/F	A, B, C, D, E & F

(ii) Gypsum board false ceiling finished with emulsion paint for Bathroom 2 & Bathroom 3 in the following units:
以下單位浴室2和浴室3為石膏板假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50/F	A

(iii) Glass fibre reinforced gypsum ceiling and gypsum board false ceiling finished with emulsion paint for Master Bathroom in the following units:
以下單位主人浴室的天花為玻璃纖維石膏及石膏板假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50/F	A

(iv) Glass fibre reinforced gypsum ceiling and gypsum board false ceiling finished with emulsion paint for Master Bathroom and Master Bathroom (1) in the following units:
以下單位主人浴室和主人浴室 (1) 天花為玻璃纖維石膏及石膏板假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A

Tower 1 (T1-B)	51/F-52/F	A
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

(v) Gypsum board false ceiling finished with emulsion paint for other Bathrooms in the following units:
以下單位其他浴室天花為石膏板假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

Sanitary fitments are provided. 提供潔具

Kitchen
廚房

Wall where exposed:
牆壁外露位置:

(i) Tile & stainless steel (except those areas covered by kitchen cabinet) in the following units:
以下單位為瓷磚及不銹鋼 (除廚櫃遮蓋範圍):

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	B & C
Tower 1 (T1-B)	1/F-49/F	A & B
Tower 2 (T2-A)	1/F-50/F	B & C
Tower 2 (T2-B)	1/F-50/F	A

(ii) Stainless steel (except those areas covered by kitchen cabinet) in the following units:
以下單位為不銹鋼 (除廚櫃遮蓋範圍):

Tower座	Floor 樓層	Unit 單位
Tower 2 (T2-B)	1/F-50/F	B

(iii) Glass (except those areas covered by kitchen cabinet) in the following units:
以下單位為玻璃 (除廚櫃遮蓋範圍):

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	D & E
Tower 1 (T1-B)	1/F-49/F	C & D
Tower 2 (T2-A)	1/F-50/F	D & E
Tower 2 (T2-B)	1/F-50/F	C, D, E & F

(iv) Natural stone (except those areas covered by kitchen cabinet) in the following units:
以下單位為天然石材 (除廚櫃遮蓋範圍):

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50/F	A

(v) Natural stone, artificial stone and stainless steel (except those areas covered by kitchen cabinet) in the following units:
以下單位為天然石材、人造石材及不銹鋼 (除廚櫃遮蓋範圍)

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	B
Tower 2 (T2-A)	52/F-57/F	B
Tower 2 (T2-B)	52/F-57/F	B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	B & C

(vi) Natural stone, artificial stone and stainless steel and acrylic resin (except those areas covered by kitchen cabinet) in the following units:
以下單位為天然石材、人造石材、不銹鋼及樹脂塗層 (除廚櫃遮蓋範圍)

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A
Tower 2 (T2-A)	52/F-57/F	A
Tower 2 (T2-B)	52/F-57/F	A
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A

Kitchen
廚房

Floor where exposed:
地板外露位置:

(i) Tiles where exposed in the following units:
以下單位外露地板鋪砌瓷磚:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	B, C, D & E
Tower 1 (T1-B)	1/F-49/F	A, B, C & D
Tower 2 (T2-A)	1/F-50/F	B, C, D & E
Tower 2 (T2-B)	1/F-50/F	A, B, C, D, E & F

(ii) Natural stone where exposed for Kitchen in the following units:
以下單位廚房之外露地板鋪砌天然石材:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A
Tower 2 (T2-A)	1/F-50/F	A
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B

Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

Ceiling where exposed:
天花外露位置:

(i) Gypsum board false ceiling finished with emulsion paints in the following unit:
以下單位為石膏板假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	D & E
Tower 1 (T1-B)	1/F-49/F	C & D
Tower 2 (T2-A)	1/F-50/F	D & E
Tower 2 (T2-B)	1/F-50/F	A, B, C, D, E & F

(ii) Gypsum board false ceiling and glass fibre reinforced gypsum false ceiling finished with emulsion paints in the following units:
以下單位為石膏板假天花及玻璃纖維石膏假天花髹乳膠漆:

Tower座	Floor 樓層	Unit 單位
Tower 1 (T1-A)	1/F-49/F	A, B & C
Tower 1 (T1-B)	1/F-49/F	A & B
Tower 2 (T2-A)	1/F-50/F	A, B & C
Tower 1 (T1-A)	51/F-52/F	A & B
Tower 1 (T1-B)	51/F-52/F	A & B
Tower 1 (T1-A)	53/F & 55/F (Duplex 複式)	A & B
Tower 1 (T1-B)	53/F & 55/F (Duplex 複式)	A & B
Tower 2 (T2-A)	52/F-57/F	A & B
Tower 2 (T2-B)	52/F-57/F	A, B & C
Tower 2 (T2-A)	58/F & 59/F (Duplex 複式)	A & B
Tower 2 (T2-B)	58/F & 59/F (Duplex 複式)	A, B & C

Cooking bench - Artificial Stone
灶台-人造石材

Other Provisions 其他設備	Gas or Induction Hob (if applicable), Cooker Hood, oven or steam Oven (if applicable). Wine Cellar, Fridge Freezer, 2 in 1 Washer-dryer or washing machine and tumbler dryer (if applicable), Water Heater, Exhaust Fan, Thermo Ventilator, Video Door Phone, Air-conditioner for Living Room, Dining room (if applicable) and bedroom(s). 煤氣或電磁煮食爐(如適用)、抽油煙機、焗爐或蒸爐(如適用)、酒櫃、雪櫃、2合1洗衣乾衣機或洗衣機及乾衣機(如適用)、熱水爐、抽氣扇、換氣暖風機、視像對講機、客廳，飯廳(如適用)及睡房裝設冷氣機

Notes:
1. 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 (T1-A & T1-B) are omitted; 22/F and 50/F are refuge floors
2. 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 2 (T2-A & T2-B) are omitted; 22/F and 51/F are refuge floors

備註:

1. 第 1 座 (T1-A 及 T1-B) 不設 4 樓, 13 樓, 14 樓, 24 樓, 34 樓, 44 樓及 54 樓; 22 樓及 50 樓為庇護層
2. 第 2 座 (T2-A 及 T2-B) 不設 4 樓, 13 樓, 14 樓, 24 樓, 34 樓, 44 樓及 54 樓; 22 樓及 51 樓為庇護層

Appendix C
附件C

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: 期數名稱及地址：	LP10, 1 Lohas Park Road 康城路 1 號 LP10
Property 本物業：	Please refer to the Form of Tender 詳見投標表格

The Purchaser 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/我等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 買方簽署 ：_____

Appendix D
附件 D

DECLARATION OF RELATIONSHIP WITH THE VENDOR 與賣方關係的聲明

The Vendor 賣方	MTR Corporation Limited (as "Owner")*; 香港鐵路有限公司 (作為「擁有人」)*； City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」) #

Note 備註:

* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

The Purchaser 買方: _____

Name and address of the Phase: 期數名稱及地址：	LP10, 1 Lohas Park Road 康城路 1 號 LP10
Property 本物業：	Please refer to the Form of Tender 詳見投標表格

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

買方是否擁有人的有關連人士? Are you a related party of the Owner?	是 / 否 Yes / No
買方是否如此聘用的人的有關連人士? Are you a related party of the Person so Engaged?	是 / 否 Yes / No

^ 有關連人士Related Party：-

如有以下情況，某人即屬賣方（擁有人及／或如此聘用的人，視乎情況而定）的有關連人士
A person is a related party to a vendor (the Owner and/or the Person so Engaged, as the case may be) if –

該賣方屬法團，而該人是
where that vendor is a corporation, the person is –

(i) 該賣方的董事，或該董事的父母、配偶或子女；
a director of that vendor, or a parent, spouse or child of such a director;

(ii) 該賣方的經理；
a manager of that vendor;

(iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;

(iv) 該賣方的有聯繫法團或控權公司；
an associate corporation or holding company of that vendor;*

(v) 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
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or

(vi) 上述有聯繫法團或控權公司的經理；
a manager of such an associate corporation or holding company.

備註
Remarks：

1) 「擁有人的控權公司」：不適用
"holding company of the Owner": N/A

2) 「如此聘用人的控權公司」指 Assets Gain Limited、南豐發展控股有限公司、南豐集團控股有限公司、南豐國際控股有限公司、陳氏集團控股有限公司、陳氏集團國際有限公司；
"holding company of the Person so Engaged" means Assets Gain Limited, Nan Fung Development Holdings Limited, Nan Fung Group Holdings Limited, Nan Fung International Holdings Limited, Chen's Group Holdings Limited, Chen's Group International Limited;

3) 「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;

4) 「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);

5) 「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

6) 「私人公司」 具有《公司條例》(第 622 章) 第 11 條給予該詞的涵義。
"private company" has the meaning given by section 11 of the Companies Ordinance (Cap 622).

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

Signature of the Purchaser 買方簽署

_____

Date 日期：_____

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

The Owner* MTR Corporation Limited
擁有人* 香港鐵路有限公司

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

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

The Purchaser
買方

(1) _____ 身份證/商業登記號碼 I.D./B.R. No. _____

(2) _____ 身份證/商業登記號碼 I.D./B.R. No. _____

(3) _____ 身份證/商業登記號碼 I.D./B.R. No. _____

(4) _____ 身份證/商業登記號碼 I.D./B.R. No. _____

Name and address of the Phase: LP10, 1 Lohas Park Road
期數名稱及地址： 康城路 1 號 LP10

The Property本物業: Please refer to the Form of Tender
詳見投標表格

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

		買方 Purchaser			
		1	2	3	4
A.	本人／我等現確認本人／我等是獨立的第三者，並非擁有人的有關連人士。 **I / We hereby confirm that I / we am / are independent third party(ies), and am / are not (a) related party(ies) to the Owner.**	☐	☐	☐	☐
B.	本人／我等現確認本人／我等是擁有人之關連人士。 **I / We hereby confirm that I / we am / are (a) related party(ies) to the Owner.** 本人／我等現進一步確認，本人／我等是： I / We hereby further confirm that I / we am / are:	☐	☐	☐	☐
1.	擁有人的董事 a director of the Owner	☐	☐	☐	☐
2.	擁有人董事的父母 a parent of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
3.	擁有人董事的配偶 a spouse of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
4.	擁有人董事的子女 a child of a director of the Owner 有關董事的姓名 name of the director: _____	☐	☐	☐	☐
5.	擁有人的經理 a manager of the Owner 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
6.	擁有人經理的父母 a parent of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐
7.	擁有人經理的配偶 a spouse of a manager of the Owner 有關經理的姓名 name of the manager: _____ 隸屬部門 department: _____ 職銜 job title: _____	☐	☐	☐	☐

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

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

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

Signature of the Purchaser 買方簽署

_____

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: Phase of Development:	日出康城第 X 期 (LP10) (「期數」) Phase X of LOHAS PARK (LP10) ("the Phase")
本物業 The Property:	Please refer to the Form of Tender 詳見投標表格
賣方: The Vendor:	香港鐵路有限公司 (作為「擁有人」)* MTR Corporation Limited (as "Owner")* 順宇發展有限公司 (作為「如此聘用的人」)# City Century Development 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。
"Owner" means the legal or beneficial owner of the Phase.

\# 「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.

The Purchaser 買方: _____

1. 私隱
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 legal rights or 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個人資料方面的政策及實務。在我們認為有需要時，可不時修訂或以其他方式更改本政策，但我們將會就任何該等修訂或更改給予閣下事先通知。
Please read the following carefully to understand our policy and practices regarding how 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、閣下的婚姻狀況及家庭成員、閣下及家庭成員的僱主、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 and family members, the employer of you and your family members, 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 versions of this PICS, the English version shall prevail.

2. 我們將會使用收集到的個人資料作何等用途
Purposes for which we will use the personal data collected

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的物業時，我們會收集閣下及 (如有需要) 閣下的家庭成員的個人資料。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，個人資料可能會被收集。
We collect the personal data of you and (if necessary) your family members when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of 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. 我們可能將個人資料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及 (如有需要) 閣下的家庭成員的私人資料。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 the personal data of you and (if necessary) your family members 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. 閣下必須提供閣下及 (如有需要) 閣下的家庭成員的個人資料所作的用途為：
Purposes for which it is obligatory for you to provide the personal data of you and (if necessary) your family members 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) 處理發出帳號及付款、釐定尚欠款，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分業務的實際或擬定受讓人、承讓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 personal data; and

(c) 告知閣下我們將會如何儲存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 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，以保密收集到的個人資料，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 the personal data collected 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、承讓人或繼承人；
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、承辦商或第三者服務提供者—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及 (如有需要) 閣下的家庭成員的個人資料的其他方。
to entities to whom you have expressly agreed that we may disclose the personal data of you and your family members.

4. 保安
Security

除在上文第3段內所述外，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, personal data, however stored, will be accessed only by our employees,

agents or contractors who are authorized 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 authorized 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 of 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 fulfill 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： _____

Appendix F
附件 F

LETTER OF CONSENT TO COLLECTION OF PERSONAL DATA (NAN FUNG REAL ESTATE AGENCY LTD)
個人資料收集同意書 (南豐地產代理有限公司)

發展項目期數: Phase of Development:	日出康城第 X 期 (LP10) (「期數」) Phase X of LOHAS PARK (LP10) ("the Phase")
本物業The Property:	Please refer to the Form of Tender 詳見投標表格
賣方: The Vendor:	香港鐵路有限公司 (作為「擁有人」)* MTR Corporation Limited (as "Owner")* 順宇發展有限公司 (作為「如此聘用的人」)# City Century Development 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。
"Owner" means the legal or beneficial owner of the Phase.

\# 「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.

The Purchaser 買方: _____

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1. 南豐地產代理有限公司 (「南豐代理」) 擬使用閣下的姓名、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」) 作直接促銷及作下述第 3 項的用途。
Nan Fung Real Estate Agency Ltd ("NFPAL") wishes to collect your name, identity card number, mailing address, telephone number, email address and fax number (collectively "personal data") for direct marketing and for purposes as set out in item 3 below.

2. 南豐代理不得使用或提供 閣下的個人資料，除非已獲得閣下有關此等使用或提供的書面同意。
NFPAL may not use or provide your personal data unless it has received your written consent to the intended use and provision.

3. 閣下的個人資料會被用作以下用途 (請於適用處加 ✓ 號)：
   - ☐ 南豐代理處理與閣下購買的指明住宅物業有關的所有法律及其他必需的行政事宜並保障賣方在期數中的權益；及
   - ☐ 南豐代理的物業之宣傳資料及促銷及期數之推廣及促銷活動。

   Your personal data will be used for the following purposes (Please select the appropriate):
   - ☐ All legal and other necessary administrative matters relating to your purchase of specified residential property(ies) in the Phase handled by NFPAL and protecting its interests in the Phase.
   - ☐ All promotional materials/information and marketing of the properties under NFPAL and promotional and marketing activities for PHASE VI OF LOHAS PARK (LP10).

4. 南豐代理不會把閣下的個人資料轉移予任何其他人士。
NFPAL will not transfer your personal data to any other person.

5. 若閣下同意個人資料之使用及提供作直接促銷及上述第 3 項的用途，閣下日後可撤回同意。若閣下希望撤回同意，請致信南豐代理 (地址：香港中環干諾道中 88 號及德輔道中 173 號南豐大廈 23 樓) (註明「保密」字樣) 通知我們。任何此等要求均須清楚說明相關要求針對的個人資料。
If you consent to the use and provision of your personal data for direct marketing and the purposes under item 3 above, you may subsequently withdraw you consent. If you wish to withdraw your consent, please inform NFPAL by writing to 23rd Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong (Marked "Confidential"). Any such request should clearly state details of the personal data in respect of which the request is being made.

我/我們，簽署人，茲確認上文內容及同意本人的個人資料如上述般被使用及提供。
I/We, the undersigned, hereby acknowledge the above and consent to the use and provision of my personal data as mentioned above.

Purchaser 買方

_____
Date 日期:

Appendix G
附件 G

DECLARATION IN RELATION TO INTERMEDIARY
有關中介人聲明

The Vendor 賣方	:	MTR Corporation Limited (as "Owner")*; 香港鐵路有限公司 (作為「擁有人」)*； City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」)#
The Property 該物業	:	Please refer to the Form of Tender 詳見投標表格

The Purchaser _____ of I.D./B.R.No. _____
買方
hereby declare that _____ of I.D./B.R.No. _____
of _____("the Intermediary") (簡稱「中介人」)

has introduced the Purchaser to the Vendor's sales office for the purchase of the Property.
買方確認經由中介人介紹到賣方的售樓處購買該物業。

The Purchaser and the Intermediary hereby declare the following:
買方及中介人確認下列聲明：

1. The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of the Property. The Intermediary is not the agent of the Vendor.
   賣方只要求中介人，而中介人在此亦確認其身份只是於出售該物業一事中介紹買家給賣方，中介人並非賣方的代理人。

2. The Intermediary did not make any oral or written agreements or representation on behalf of the Vendor and the Vendor shall not be liable in any way whatsoever to the Purchaser or anyone for any such agreements or representations made by the Intermediary.
   中介人並無代賣方許下任何口頭或書面的協議、承諾或陳述或代賣方應允任何承擔或責任，而賣方亦無義務代中介人履行任何承擔或責任。

3. The Vendor and their staff did not and will not collect directly or indirectly any fees or commission in addition to the purchase price of the Property from the Purchaser or the Intermediary. If there are any person(s) 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 (I.C.A.C.)
   賣方及其職員並無直接或間接向買方或中介人收取售價以外之任何費用或佣金。買方如遇任何人士以賣方的僱員或代理之名義在購買該物業時向其索取任何金錢或其他利益時，買方應向廉政公署 (I.C.A.C.) 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 Formal Agreement for Sale and Purchase.
   買方與中介人之任何轇轕，一概與賣方無關。該物業之買賣交易一切依據臨時買賣合約及正式合約進行。

5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
   如上述之英文及中文譯本有任何出入，一切以英文為準。

Signature of the Purchaser 買方簽署	Signature of the Intermediary 中介人簽署
_____	_____
	(Estate Agent's Licence No./ 地產代理牌照號碼)
Date日期 :	Date日期 :

Note 備註:
* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Appendix H
附件 H

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」)* City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司(作為「如此聘用的人」)#
Phase of Development 發展項目期數	Phase X of LOHAS PARK (LP10) ("the Phase") 日出康城的第 X 期 (LP10) (「期數」)
Address 地址	1 Lohas Park Road 康城路 1 號
Property 本物業	Please refer to the Form of Tender 詳見投標表格
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：

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.
   除本物業樓價、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 Phase.
「擁有人」指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.
「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。

Appendix I
附件 I

ACKNOWLEDGEMENT LETTER REGARDING MISCELLANEOUS MATTERS
關於其他事項之確認函

Vendor 賣方	MTR Corporation Limited (as "Owner")* 香港鐵路有限公司(作為「擁有人」)* City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司(作為「如此聘用的人」)#
Phase of Development 發展項目期數	Phase X of LOHAS PARK (LP10) ("the Phase") 日出康城的第 X 期 (LP10) (「期數」)
Address 地址	1 Lohas Park Road 康城路1號
Property 本物業	Please refer to the Form of Tender 詳見投標表格
Purchaser 買方	
I.D. / Passport / B.R. No. 身份證/護照/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：-

(i) During the maintenance of the external walls of Tower 1 (T1-A & T1-B) and Tower 2 (T2-A & T2-B) arranged by the Manager of the Phase, the gondola will be operating in the airspace outside windows of the residential properties and above the flat roof/roof of such properties.
在期數之管理人安排於第 1 座 (T1-A 及 T1-B) 及第 2 座 (T2-A 及 T2-B) 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天台及平台上之空間運作。

(ii) Under the Principal Deed of Mutual Covenant and Management Agreement ("the PDMC") in respect of the Phase:-
根據有關期數的主公共契約及管理協議 (「主公契」) 的規定：—

(1) The Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) has the right to gain access to and enter upon any flat roof forming part of a Unit and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or to which access is gained via the flat roof and, on a temporary basis, to erect, place or store on any flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on.
管理人、其僱員、代理人、承辦商及獲正式授權人士於發出事前合理通知 (緊急情況除外) 後，有權到訪及進入任何構成單位一部份的平台，並就檢查、重建、修理、更新、維護、清潔、油漆或裝飾全部或部份於平台裡面或上面或通過平台可達至的公用地方與公用服務及設施，於該處逗留合理所須時間，並且暫時性地就任何工程於該等工程進行期間，在任何平台上架設、放置或存放任何所須之腳手架或其他裝置、設備或物料。

(2) An owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Non-Station Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature.
業主在未獲管理人事前書面許可 (該許可可能會獲給予、拒絕給予或受限於管理人按其絕對酌情權所設定的條件) 下，不應在任何樓宇、車庫或其他於非鐵路站部份的發展項目或公用地方裡面或上面搭建的其他構築物上之任何天台、平台或彼等的任何部份上，架設或建造任何構築物 (無論屬永久或暫時性質) 或准許或任由該等構築物被架設或建造。

(iii) For some residential units, the air-conditioner platform(s) outside the unit will be placed with outdoor air-conditioner unit(s) belonging to that unit and/or other residential units.
部份住宅單位外的冷氣機平台將會放置屬於該單位及/或其他住宅單位的一部或多部户外冷氣機。

(iv) Floodlights will be provided for lighting of the outdoor swimming pool of the Phase. The illumination of such lighting system may have impact (if any) on individual units.
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)。

(v) The Vendor and the Purchaser do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
賣方和買方無意賦予任何第三者權利依據《合約 (第三者權利) 條例》(第 623 章) (「該條例」) 強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。

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

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

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

Signed by the Purchaser 買方簽署

Note備註:

* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Appendix J
附件 J

LETTER OF DEFECTS WARRANTY
缺漏修繕保證函

The Property 本物業	:	Please refer to the Form of Tender 詳見投標表格
The Vendor 賣方	:	MTR Corporation Limited (as "Owner")*; 香港鐵路有限公司 (作為「擁有人」)*； City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」)#
The Purchaser 買方	:	

In relation to the Purchaser's agreement to purchase the Property on the terms and conditions contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase entered into between the Owner and the Purchaser (collectively the "Agreements"), the Person so Engaged hereby confirms and agrees that subject to the completion of the purchase of the Property by the Purchaser in strict accordance with the terms and conditions of the Agreements (in respect whereof time shall be of the essence), the Person so Engaged shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within one year from the actual date of completion of the purchase of the Property (the "Time Limit") by the Purchaser remedy any defects to the Property, or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase, caused otherwise than by the act or neglect of the Purchaser or the Purchaser's agent, contractor or resident, occupier or visitor of the Property PROVIDED THAT :-
就買方同意按照擁有人與買方訂立之臨時買賣合約及正式買賣合約（「該等合約」）內所有條款及條件購買本物業，並在買方嚴格遵照該等合約之條款及條件完成本物業買賣（時間為關鍵因素）為前提下，如此聘用的人將於收到買方於本物業買賣的實際成交日期起計的一年內（「時限」）所發出的書面通知後，在合理地切實可行的範圍內盡快自費就本物業或正式買賣合約附表六中列出之裝置及裝修物料的欠妥之處作出補救（買方或買方的代理人、承辦商或本物業的住客、使用者或訪客的行為或疏忽所導致除外），惟前提如下：

1. The Purchaser(s) shall give prompt written notice to the Person so Engaged within the Time Limit specifying the defects to the Property and/or the fittings or finishes specified in Schedule 6 of the Agreement for Sale and Purchase that should be ascertainable upon reasonable inspection.
   買方須盡快在時限內書面通知如此聘用的人有關本物業及/或正式買賣合約附表六中列出之裝置或裝修物料的欠妥之處，有關欠妥之處應可在合理檢查下被確定。

2. The Person so Engaged shall not by reason of this Letter of Defects Warranty be liable for any consequential loss or any loss of use of the Property or the fittings and finishes specified in Schedule 6 of the Agreement for Sale and Purchase.
   如此聘用的人毋須因本缺漏修繕保證函而向任何人士承擔任何相應而生的損失或任何因未能使用本物業或正式買賣合約附表六中列出之裝置及裝修物料之損失。

3. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Person so Engaged is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Person so Engaged. The Person so Engaged's obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of.
   在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽的行為或正常損耗造成的損壞，且如此聘用的人不會對因不恰當使用或維修管理造成、和因買方沒有或延遲通知如此聘用的人而加深的損壞作出修繕。若買方將該等有欠妥之處的事物更改或修改、重新安

置、出售或丟棄，如此聘用的人的責任將告終止。

4. The obligation of the Person so Engaged under this Letter of Defects Warranty is conditional on the Purchaser(s) giving to the Person so Engaged and/or its authorized representative(s) reasonable access to the Property.
如此聘用的人履行其於本缺漏修繕保證函下的責任之前提，為買方必須容許如此聘用的人及/或其授權代理人合理地進入本物業。

5. The rights or benefits of this Letter of Defects Warranty shall be personal to the Purchaser(s) solely and are nonassignable and non-transferable and will terminate automatically when the Purchaser(s) sells/transfers or contracts to sell/transfer the Property. In any event the Person so Engaged shall not be liable to the Purchaser(s)' sub-purchaser(s), nominee(s) or assignee(s).
本缺漏修繕保證函下賦予買方之權利或利益只限其個人享有，不得轉名或轉讓。當買方出售/轉讓本物業或簽訂有關協議，該等權利及利益將告終止。如此聘用的人在任何情況下均不須向買方之轉購人、被提名人或承讓人負責。

6. Notwithstanding any provision herein contained, if completion of the purchase of the Property does not take place in strict accordance with the terms and conditions of the Agreements, this Letter of Defects Warranty shall forthwith be null and void and cease to have any effect and the Purchaser(s) shall not have any claim against the Person so Engaged for any loss, damages or compensation in whatever nature.
即使本缺漏修繕保證函另有規定，若本物業買賣並沒有完全嚴格遵守該等合約之條款及條件而完成， 本缺漏修繕保證函即屬無效及不具約束力，買方將不能向如此聘用的人追討任何性質的損失、賠償或補償。

7. This Letter of Defects Warranty is independent of the Agreements. Nothing herein shall supersede, vary or modify, nor shall be construed to prejudice or be in derogation from the parties' rights and remedies under, any terms or conditions of the Agreements. In case the Person so Engaged fails to observe or perform any of its obligations in this Letter of Defects Warranty, the operation, validity or enforceability of any provision in the Agreements will not in any way be prejudiced, varied or affected, and the Purchaser shall remain liable to and be bound to observe and perform all the terms and conditions in the Agreements.
本缺漏修繕保證函獨立於該等合約，其任何內容均不會取代、變更或修改該等合約之任何條款或條件，亦不應被解釋為影響或損害該等合約下合約各方之責任、權利及補償。倘如此聘用的人未能遵守或履行其在本缺漏修繕保證函下之任何責任，該等合約中任何條款將不受損害、更改或影響、並維持不變、依舊有效及可予執行，而買方仍有責任遵守及履行該等合約所有條款及條件並受其約束。

8. The Person so Engaged's obligation herein is given on an entirely without prejudice basis and as a gesture of goodwill of the Person so Engaged. For the avoidance of doubt, the Person so Engaged bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to this obligation, the decision of the Person so Engaged shall be final and binding on the Purchaser.
本缺漏修繕保證函下的責任是在完全無損權益及純為如此聘用的人之良好商譽而提供。為免生疑問，如此聘用的人無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對如此聘用的人於此項責任有任何爭議，如此聘用的人的決定是最終的，且對買方及具約束力。

9. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail.
本函中文譯本僅供參考，如與英文本有歧義，概以英文本作準。

Purchaser 買方	Date 日期

Note 備註:

* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Appendix K
附件 K

ACKNOWLEDGEMENT LETTER REGARDING FLOOR-TO-FLOOR HEIGHT OF THE PROPERTY
關於本物業層與層之間高度之確認函

The Vendor 賣方	MTR Corporation Limited (as "Owner")*; 香港鐵路有限公司 (作為「擁有人」)*； City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」) #
The Purchaser 買方	_____
The Property 本物業	Please refer to the Form of Tender 詳見投標表格

I/We, the undersigned, hereby acknowledge and am/are fully aware and accept, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-
本人/我們，即下述簽署人，僅此確認本人/我們在簽署本物業之臨時買賣合約之前已清楚明白和接納以下事項：-

1. The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property varies. The Vendor reserves the right to modify and change the design, specification, feature, plans, materials, fittings, finishes and appliances of any unit in the Phase at its sole discretion without prior notice to any purchaser.
   期數每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) 有所不同。賣方保留其修改期數任何單位之設計、規格、特徵、圖則、用料、裝置、裝修物料及設備之絕對權利，事先無須通知任何買家。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the floor-to-floor height thereof.
   本人/我們確認及聲明本人/我們同意購入本物業時已完全知悉所購入物業的層與層之間的高度。

3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail.
   本函中文譯本如與英文文本有異，概以英文文本為準。

_____	_____
Purchaser 買方	Date 日期

Note 備註:

* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Tower 1 第一座 (T1-A), (T1-B)

	Tower 座數	Floor 樓層	Units 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	1/F 1樓	150, 200	150, 175	150, 175	150, 175	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3150, 3420, 3550, 3600, 3850	3100, 3150, 3500, 3550, 3600, 3850	3100, 3150, 3550, 3600, 3850	3100, 3150, 3550, 3800, 3850	3100, 3150, 3500, 3550, 3850
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 175	150, 175	150	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3500, 3550, 3600, 3800, 3850	2850, 3100, 3150, 3550, 3600, 3850	3150, 3550, 3850	3150, 3500, 3550, 3850	

	Tower 座數	Floor 樓層	Units 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	2/F-3/F, 5/F-12/F, 15/F-21/F 2樓至3樓， 5樓至12樓， 15樓至21樓	150, 175*, 200	150, 175	150, 175, 200*	150, 175	150, 175*
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3200*, 3400*, 3450*, 3580*	3150, 3200*, 3400*, 3450*, 3500*	3150, 3175*, 3200*, 3400*, 3450*	3150, 3200*, 3400*, 3450*	3150, 3200*, 3450*, 3500*
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 175	150, 175	150	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3200*, 3400*, 3450*, 3500*	3150, 3200*, 3400*, 3450*	3150, 3450*	3150, 3450*, 3500*	

* 21/F only 只限21樓

	Tower 座數	Floor 樓層	Units 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	23/F, 25/F-32/F 23樓， 25樓至32樓	150, 200	150, 175	150, 175	150, 175	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 175	150, 175	150	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	

Tower 1 第一座 (T1-A), (T1-B)

	Tower 座數	Floor 樓層	Units 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	33/F, 35/F-41/F 33樓， 35樓至41樓	150, 200	150, 175	150, 175	150, 175	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 175	150, 175	150	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	

	Tower 座數	Floor 樓層	Units 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	42/F-43/F, 45/F-49/F 42樓至43樓， 45樓至49樓	150, 200	150, 175	150, 175	150, 175	150, 175*
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550*, 3750*, 3800*, 3930*	3500, 3550*, 3750*, 3800*, 3850*	3500, 3550*, 3750*, 3800*	3500, 3750*, 3800*	3500, 3550*, 3800*, 3850*, 3900*
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 175	150, 175	150	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550*, 3750*, 3800*, 3850*	3500, 3550*, 3750*, 3800*	3500, 3800*	3500, 3800*, 3850*	

* 49/F only 只限49樓

	Tower 座數	Floor 樓層	Units 單位	
			A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	51/F 51樓	150, 175, 200	150, 175, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3450, 3500, 3800, 3900	3100, 3150, 3200, 3500, 3850, 3950
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3200, 3500, 3800	3125, 3500, 3850, 3875

Tower 1
第一座
(T1-A),
(T1-B)

	Tower 座數	Floor 樓層	Units 單位	
			A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	52/F 52樓	150, 175, 200	150, 175, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3050, 3100, 3150, 3200, 3450, 3500, 3550, 3600, 3800, 3850, 3875, 3900, 3950, 4000	3000, 3050, 3100, 3450, 3500, 3550, 3600
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175	150, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3000, 3050, 3100, 3150, 3450, 3500, 3550, 3800, 3850, 3900, 3950, 4000	3100, 3150, 3200, 3450, 3475, 3500, 3525, 3550, 3800, 3850, 3875

	Tower 座數	Floor 樓層	Units 單位	
			A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	53/F 53樓	150, 175, 200, 500	150, 175, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550, 3800, 3850, 3900, 3950, 7000	3500, 3550, 3850, 3900, 3950, 4000
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 175, 200	150, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550, 3850, 3900, 3950, 4000	3200, 3500, 3550, 3800, 3850, 3900

	Tower 座數	Floor 樓層	Units 單位	
			A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-A) 第1座 (T1-A)	55/F 55樓	150, 200, 250	150, 200, 300
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3250, 3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 1 (T1-B) 第1座 (T1-B)		150, 200, 300	150, 200, 300
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3250, 3500	3250, 3500

Tower 2 第二座 (T2-A), (T2-B)

	Tower 座數	Floor 樓層	Units 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	1/F 1樓	150, 200	150, 175	150, 200	150, 200	150, 175	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			2800, 2850, 2900, 3100, 3150, 3500, 3550, 3600, 3850	3100, 3150, 3500, 3550, 3600, 3850	2800, 3100, 3150, 3500, 3550, 3600, 3800, 3850	3100, 3150, 3550, 3600, 3850	2850, 3100, 3150, 3500, 3550, 3850	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150	150	150	150	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			2900, 3100, 3150, 3550, 3600, 3850	3100, 3150, 3500, 3550, 3850	2800, 3150, 3500, 3850	3150, 3500, 3850	3150, 3500, 3850	3150, 3600, 3850

	Tower 座數	Floor 樓層	Units 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	2/F-3/F, 5/F-12/F, 15/F-21/F 2樓至3樓，5樓至12樓，15樓至21樓	150, 200	150, 175	150, 200	150, 200	150, 175	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3200*, 3400*, 3450*, 3500*	3150, 3200*, 3400*, 3450*, 3500*	3150, 3200*, 3400*, 3450*, 3500*	3150, 3200*, 3400*, 3450*	3150, 3200*, 3450*, 3500*	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150, 175*, 225*	150, 175*	150	150	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3200*, 3400*, 3450*	3150, 3175*, 3200*, 3450*, 3500*	3150, 3500*	3150, 3500*	3150, 3500*	3150, 3400*

* 21/F only 只限21樓

	Tower 座數	Floor 樓層	Units 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	23/F, 25/F-33/F 23樓，25樓至33樓	150, 200	150, 175	150, 200	150, 200	150, 175	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150	3150	3150	3150	3150	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150	150	150	150	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150	3150	3150	3150	3150	3150

Tower 2 第二座 (T2-A), (T2-B)

	Tower 座數	Floor 樓層	Units 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	35/F-42/F 35樓至42樓	150, 200	150, 175	150, 200	150, 200	150, 175	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	3500	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150	150	150	150	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500	3500	3500	3500	3500	3500

	Tower 座數	Floor 樓層	Units 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	43/F, 45/F-50/F 43樓，45樓至50樓	150, 200	150, 175	150, 175*, 200	150, 200	150, 175	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550*, 3750*, 3800*, 3850*	3500, 3550*, 3750*, 3800*, 3850*	3500, 3550*, 3750*, 3800*, 3850*	3500, 3550*, 3750*, 3800*	3500, 3550*, 3800*, 3850*	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150, 175*	150, 175*	150	150, 175*	150, 175*	150, 175*
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550*, 3750*, 3800*	3500, 3550*, 3800*, 3850*	3500, 3850*	3500, 3850*	3500, 3850*	3500, 3750*

* 50/F only 只限50樓

	Tower 座數	Floor 樓層	Units 單位		
			A	B	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	52/F 52樓	150, 175, 200	150, 175, 200	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3050, 3125, 3150, 3200, 3450, 3500, 3550, 3725, 3950, 4050, 4100	3100, 3150, 3200, 3450, 3500, 3550, 3800, 3900, 3950	
			A	B	C
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150, 175	150, 200	150, 175, 200
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3500, 3850	3000, 3100, 3150, 3500, 3850, 3900, 4000	3100, 3150, 3500, 3850, 3900

Tower 2 第二座 (T2-A), (T2-B)

	Tower 座數	Floor 樓層	Units 單位		
			A	B	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	53/F, 55/F-57/F 53樓， 55樓至57樓	150, 175, 200	150, 175, 200	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			2950*, 3000*, 3050*, 3100*, 3150*, 3300*, 3400*, 3450*, 3475*, 3500, 3525*, 3550*, 3600*, 3800*, 3850*, 3875*, 3950*, 4050*	3000*, 3050*, 3100*, 3150*, 3450*, 3500, 3550*, 3800*, 3950*	
			A	B	C
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150, 175, 200*	150, 175*, 200#	150, 175, 200#
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3000*, 3050*, 3100*, 3150*, 3200*, 3250*, 3350*, 3400*, 3450*, 3500, 3550*, 3750*, 3850*, 3900*, 3950*	2950*, 3000*, 3050*, 3100*, 3150*, 3200*, 3450*, 3500, 3550*, 3850*, 3900*, 3950*, 4000*	3150*, 3200*, 3500, 3550*, 3650*, 3850*, 3900*, 3950*, 4000*

53/F, 55/F-56/F only 只限53樓、55樓至56樓

* 57/F only 只限57樓

	Tower 座數	Floor 樓層	Units 單位		
			A	B	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	58/F 58樓	150, 200, 250, 500	150, 175, 200, 250	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3150, 3450, 3500, 3550, 3600, 3650, 3850, 3900, 3950, 4000, 4050, 7000	3450, 3500, 3800, 3850, 3900, 3950, 4000	
			A	B	C
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		150, 200	150,175	150, 175
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3200, 3400, 3450, 3500, 3550, 3600, 3850, 3900, 3950, 4000	3150, 3450, 3500, 3850, 3900, 3950, 4000, 4050	3150, 3450, 3500, 3800, 3850

	Tower 座數	Floor 樓層	Units 單位		
			A	B	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-A) 第2座 (T2-A)	59/F 59樓	150, 200, 250	150, 200, 300	
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3500, 3550	3250, 3500, 3550, 3700	
			A	B	C
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 (T2-B) 第2座 (T2-B)		200, 225, 300	150, 200, 300	150, 200, 300
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3250, 3500, 3550	3250, 3300, 3500, 3550, 3850	3250, 3500, 3550

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. (I) The restriction on the minimum number of residential units (as referred to in Special Condition No (16)(b)(i)(ix)(I) of the Land Grant) in Phase X: 751

   (II) Special Condition No.(16)(k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands ("the Director"), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.

   (III) Clause 15 of the Third Schedule to the approved form of Sub-Deed of Mutual Covenant and Management Agreement ("SDMC") stipulates that:

   (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase X Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase X Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase X Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

   (b) The Manager shall deposit in the management office of Phase X the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase X free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase X.

   (IV) The total number of residential units provided in the Phase: 893
3. 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted.
4. 22/F and 51/F are refuge floors.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：

1. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
2. (I) 批地文件第 (16)(b)(i)(ix)(I) 條特別條款中對於第X期中住宅單位的最少數目的限制：751

   (II) 批地文件第 (16)(k) 條特別條款規定，除非獲地政總署署長（「署長」）事先書面同意，承批人不得進行或准許或容許與現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤KL、地盤N及地盤O的任何住宅單位有關的任何工程（包括但不限於拆除或改動任何分隔牆、任何地板或天花板或任何間隔結構）而使該單位可由內部連接及可由任何現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤KL、地盤N 及地盤O的毗連或鄰近住宅單位進入。對於甚麼構成可使一個單位可由內部連接及可由任何毗連的或鄰近住宅單位進入之工程，署長之決定應為最終並對承批人有約束力。

   (III) 已批核的副公共契約及管理協議中第三附錄第15條規定：

   (a) 除非得到地政總署署長或不時替代地政總署署長的其他政府機關之預先書面同意（地政總署署長或其不時替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其不時替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件（包括徵收費用）），任何業主均不可進行或准許或容許任何有關任何第X 期住宅單位的工程（包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構）而引致該第X 期住宅單位可內部連接及進入任何毗鄰的或鄰近的第X 期住宅單位。

   (b) 經理人須於第X 期管理辦公室存放關於本附錄第15(a) 條所述的地政總署署長或不時替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第X 期業主免費查閱。任何第X 期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第X 期之特別基金。

   (IV) 期數所提供的住宅單位總數：893
3. 不設4樓、13樓、14樓、24樓、34樓、44樓及54樓。
4. 22樓及51樓為庇護層。

Appendix L
附件 L

ACKNOWLEDGEMENT LETTER REGARDING GOVERNMENT GRANT AND MISCELLANEOUS MATTERS
關於批地文件及其他事項之確認函

The Vendor 賣方	MTR Corporation Limited (as "Owner")*; 香港鐵路有限公司 (作為「擁有人」)*； City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」) #

The Purchaser 買方	_____	身份證/商業登記號碼 I.D./B.R. No.	_____
	_____	身份證/商業登記號碼 I.D./B.R. No.	_____
	_____	身份證/商業登記號碼 I.D./B.R. No.	_____
	_____	身份證/商業登記號碼 I.D./B.R. No.	_____

The Property 本物業	Please refer to the Form of Tender 詳見投標表格

To: the Vendor
致：賣方

1. 本人/我們謹此簽署確認，本人/我們在簽署本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：
I/We, the undersigned, hereby acknowledge and confirm that I/we note the following rights of the Government of Hong Kong SAR ("**the Government**") / MTR under General Condition No.5 of the New Grant No.9689 ("**the Government Grant**") in respect of the Development prior to my/our signing of the Preliminary Agreement for Sale and Purchase ("**the Preliminary Agreement**") of the Property:

「 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：

" 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:-

(a) 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;
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;

(b) 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) ;
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);

(c) 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;
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;

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)。
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).

根據批地文件一般條款第 5 項，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。當中更包括任何分割契據、交還、獻給或轉讓予政府或該地段之伸延。就上述行動，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。」
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."

本人/我們清楚明白，並簽署確認，本人/我們沒有權利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。
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

2. 本人/我們並謹此簽署確認，本人/我們在簽署該物業的臨時合約前，已清楚知道期數的資料（包括但不限於在期數內興建之內部交通系統，及有關日出康城之公眾休憩用地及公共設施）。
I/We, the undersigned, hereby further acknowledge and confirm that I/we note the information about the Phase (including, but not limited to, the Internal Transport System within the Phase, 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.

3. 本人/我們同時謹此簽署確認及清楚知道，根據日出康城之主大廈公契及管理協議，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」（根據主大廈公契及管理協議之定義）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, the undersigned, hereby further acknowledge and are fully aware that under the Principal Deed of Mutual Covenant and Management Agreement of LOHAS Park, the Owners of the Phase 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 Principal Deed of Mutual Covenant and Management Agreement) 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 may be subject to future increase.

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 of Purchaser 買方簽署	Date 日期

Note 備註:

* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Appendix M
附件 M

Acknowledgement Letter for Property Viewing
物業參觀確認函

發展項目期數 Phase of Development	:	日出康城的第 X 期 (“LP10”) (「期數」) Phase X of LOHAS Park (“LP10”) (“the Phase”)
賣方 Vendor	:	香港鐵路有限公司(作為「擁有人」)* MTR Corporation Limited (as “Owner”)* 順宇發展有限公司 (作為「如此聘用的人」) # City Century Development Limited (as “Person so Engaged”)#
該物業 The Property	:	詳見投標表格 Please refer to the Form of Tender
買方 Purchaser	:	

致：賣方
To: the Vendor

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：
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:

請選擇 Please specify:

A. ☐ 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，且本人／我們已於下述日期參觀過該物業：
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 and I / we have viewed the Property on the date stated below:

參觀該物業日期：_____
Date of viewing of the Property: _____

或 OR

☐ 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，但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀該物業。
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 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.

B. ☐ 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：
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:

與該物業相若的住宅物業：期數第_____座_____樓_____單位
The comparable residential Property: Unit _____on_____Floor of Tower_____of the Phase

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

<u>或 OR</u>

☐ 但經充份考慮後本人／我們自主選擇決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。
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.

C. ☐ 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／我們之前開放該物業或與該物業相若的住宅物業供本人／我們參觀。
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 the Property or such a comparable residential property available for viewing by me / us before the Property is sold to me / us.

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, acceptance and agreement of the above.

_____ _____
買方簽署 Signature(s) of Purchaser 日期 Date

Note 備註:
* "Owner" means the legal or beneficial owner of the Phase.
「擁有人」指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.
「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。

Vendor's Information Form **Appendix N**
賣方資料表格 **附件 N**

Vendor 賣方	:	MTR Corporation Limited (as "Owner")* 香港鐵路有限公司 (作為「擁有人」)* City Century Development Limited (as "Person so Engaged")# 順宇發展有限公司 (作為「如此聘用的人」) #
Phase of Development 發展項目期數	:	Phase X of LOHAS Park ("LP10") ("the Phase") 日出康城的第 X 期 (「LP10」) (「期數」)
Address 地址	:	1 Lohas Park Road 康城路 1 號
The Property 該物業	:	Please refer to the Form of Tender 詳見投標表格

(a)	the amount of the management fee that is payable for the Property：$4,419 per month (residential unit); $700 per month (parking space). 須就該物業支付的管理費用的款額：(單位) 每月$4,419; (車位) 每月$700.
(b)	the amount of the Government Rent (if any) that is payable for the Property： 須就該物業繳付的地稅(如有的話)的款額： For unit, according to the "October to December 2026 Demand for Rates and Government Rent" issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 October 2026 to 31 December 2026 is $2,455. 單位：根據差餉物業估價署發出之「2026 年 10 月至 12 月季度徵收差餉及地租通知書」，2026 年 10 月 1 日至 2026 年 12 月 31 日期間之地租為$2,455。 For parking space, according to the "October to December 2026 Demand for Rates and Government Rent" issued by Rating and Valuation Department, the amount of Government Rent for the period from 1 October 2026 to 31 December 2026 is $459. 車位：根據差餉物業估價署發出之「2026 年 10 月至 12 月季度徵收差餉及地租通知書」，2026 年 10 月 1 日至 2026 年 12 月 31 日期間之地租為$459。
(c)	the name of the owners' incorporation (if any)： Nil 業主立案法團(如有的話)的名稱：沒有
(d)	the name of the manager of the Phase： MTR Corporation Limited 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 Government or management office concerning sums required to contributed by the owners of the residential properties in the Phase： Nil 賣方自政府或管理處接獲的關乎期數中的住宅物業的擁有人須分擔的款項的任何通知：沒有
(f)	any notice received by the Vendor from Government or requiring the Vendor to demolish or reinstate any part of the Phase：Nil 賣方自政府接獲的規定賣方拆卸期數的任何部分或將期數的任何部分恢復原狀的任何通知：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：13-10-2026

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 Specified Residential Property.
本人/我們，即下述簽署人，謹此確認在簽署該指明住宅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

_____ Date 日期:_____

Name(s) of Purchaser 買方姓名:

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

\# 「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.