Tender No:	

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY

BY WAY OF PUBLIC TENDER

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

Phase 2 of THE SOUTHSIDE (La Marina) ("the Phase")

Property(ies) as set out in any one or more of the Information on Sales Arrangements for sale by tender issued by the Vendor for the Phase from time to time

(as the same may be revised by the Vendor from time to time)

(unless the property(ies) is(are) previously withdrawn or sold)

Tenders must be submitted during the Tender Period (as defined in the Tender Notice) to the Tender Box labelled "Public Tender For La Marina" placed at 3/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong in a plain envelope and clearly marked "Tender of La Marina".

Vendor : MTR Corporation Limited (香港鐵路有限公司)

MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong

Vendor's Solicitors : Deacons

6th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong

Tel.: +852 2825 9438

Kao, Lee & Yip

17th Floor, Gloucester Tower, The Landmark, Central, Hong Kong

Tel.: +852 2844 4888

Woo Kwan Lee & Lo

Room 2801, 28/F, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Tel.: +852 2586 9898

Chu & Lau

Unit A, 33/F, United Centre, 95 Queensway, Hong Kong

Tel.: +852 2526 2316

1

招標號碼:	
	- 1

招標文件

公開招標承投購買物業

現招標承投購買

港島南岸的第2期(揚海) (下稱「期數」)

於任何一份或多份賣方不時發出的期數的銷售安排資料(及賣方不時對其作出修改的銷售安排資料)內列出 以招標方式出售的物業

(已被撤回或出售的物業則除外)

投標書須在招標期間(定義見招標公告)內放入普通信封內·信封面上清楚註明「**揚海招標**」·放入位於香港鰂魚涌英皇 道**683**號嘉里中心**3**樓擺放的標示為「**揚海公開招標**」的投標箱內。

賣方 香港鐵路有限公司 (MTR Corporation Limited)

香港九龍九龍灣德福廣場港鐵總部大樓

賣方律師 : 的近律師行

香港中環遮打道18號歷山大廈6樓

電話: +852 2825 9438

高李葉律師行

香港中環置地廣場告羅士打大廈 17 樓

電話: +852 2844 4888

胡關李羅律師行

香港灣仔港灣道30號新鴻基中心28樓2801號室

電話: +852 2586 9898

劉漢銓律師行

香港金鐘道95號統一中心33樓A室

電話: +852 2526 2316

PART 1: TENDER NOTICE

第 1 部份: 招標公告

1. Definition

定義

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

在本招標文件中,除文意另有所指或所需,下列詞語應具有下列含義:

- (a) "Acceptance Period" means the period between the Tender Commencement Date and Time and the 14th day after the Tender Closing Date and Time (both days inclusive).
 - 「承約期間」指由招標開始日期及時間至招標截止日期及時間後的第14日(包括首尾兩日)。
- (b) "Agreement" means the formal agreement for sale and purchase of the Property to be executed by the Vendor and the Purchaser in accordance with clause 5 of the Conditions of Sale.
 - 「正式合約」指賣方與買方根據出售條款第5條擬簽訂的該物業的正式買賣合約。
- (c) "Conditions of Sale" means the Conditions of Sale set out in Part 2 of this Tender Document.
 - 「出售條款」指本招標文件第2部份的出售條款。
- (d) "Letter of Acceptance" means the Vendor's letter regarding acceptance of the Tenderer's tender pursuant to paragraph 3(b) of the Tender Notice.
 - 「接納書」指賣方根據招標公告第 3(b)段接納投標者的投標書的書面通知。
- (e) "Offer Form" means the Offer Form set out in Part 3 of this Tender Document.
 - 「要約表格」指本招標文件第3部份的要約表格。
- (f) "Person so Engaged" means High Crown Holdings Limited, i.e. the person who is engaged by the Vendor to coordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.
 - 「如此聘用的人」指High Crown Holdings Limited‧即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。
- (g) **"Property"** means the property specified in the Offer Form.
 - 「該物業」指要約表格中訂明的物業。
- (h) "Property(ies) for Tender" means any of the specified residential properties as set out in the Sales Arrangements to be offered for sale by way of tender.
 - 「招標物業」指任何於銷售安排內列出提供以招標方式出售之指明住宅物業。
- (i) "Purchase price" means the purchase price specified in the Offer Form.
 - 「樓價」指要約表格中訂明的樓價。
- (j) "Purchaser" means the successful Tenderer whose tender in respect of the Property is accepted by the Vendor.
 - 「**買方」**指中標者,其對該物業的投標書獲得賣方接納。
- (k) "Sales Arrangements" means the Information on Sales Arrangements in respect of the specified residential properties in the Phase issued or revised by the Vendor from time to time.
 - 「銷售安排」指賣方就期數的指明住宅物業不時發出或修改之銷售安排資料。

(l) "Tender Closing Date and Time" means, in respect of each Property for Tender, the tender closing date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements.

招標截止日期及時間」就每一個招標物業而言,指載於銷售安排適用於該招標物業的招標截止日期及時間。

(m) "Tender Commencement Date and Time" means, in respect of each Property for Tender, the tender commencement date(s) and time(s) applicable to that Property for Tender as set out in the Sales Arrangements.

招標開始日期及時間」就每一個招標物業而言,指載於銷售安排適用於該招標物業的招標開始日期及時間。

(n) "Tender Document" means this Tender Document (comprising Tender Notice, the Conditions of Sale and the Offer Form but does not include the Annexes).

「招標文件」指本招標文件(由招標公告、出售條款及要約表格組成,但不包括附件)。

(o) "Tender Notice" means this Tender Notice.

「招標公告」指本招標公告。

(p) "Tender Period" means the period between the Tender Commencement Date and Time and the Tender Closing Date and Time.

「招標期間」指招標開始日期及時間至招標截止日期及時間的期間。

(q) "Tenderer" means the person who is specified in the Offer Form as the tenderer.

「投標者」指要約表格中訂明為投標者的人士。

(r) "Vendor" means MTR Corporation Limited.

「賣方」指香港鐵路有限公司。

(s) "Vendor's Solicitors" means any one of the following solicitors' firms to be designated by the Vendor at its sole and absolute discretion:

「賣方律師」指賣方單獨絕對酌情決定下指定的以下任何一家律師行:

- Deacons
 - 的近律師行
- Kao, Lee & Yip 高李葉律師行
- Woo Kwan Lee & Lo 胡關李羅律師行
- Chu & Lau 劉漢銓律師行
- 2. Procedure of Tender

招標程序

(a) The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.

賣方現按照載於招標文件的條款及細則招標承投購買招標物業。

- (c) The Vendor reserves the right to, at any time before the Tender Closing Date and Time, accept any tender submitted. 賣方保留權利在招標截止日期及時間之前的任何時間接納任何已遞交的投標書。
- (d) The Vendor reserves the right, at any time before acceptance of a tender, to withdraw any of the Properties for Tender from

sale or to sell or dispose of any of the Properties for Tender to any person by any method (including without limitation private treaty, tender and auction).

賣方保留權利在接受任何投標書之前的任何時間撤回任何招標物業不予出售,或將任何招標物業以任何方法(包括但不限於私人協約、投標及拍賣)售予任何人。

(e) The Vendor reserves the right to adjust the Tender Closing Date and Time. Any adjustment of the Tender Closing Date and Time will be posted at 3/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong. The Vendor is not obliged to separately notify the Tenderers of such adjustment.

賣方保留權利更改招標截止日期及時間。任何更改招標截止日期及時間的通知會張貼於香港鰂魚涌英皇道683號嘉 里中心3樓。賣方無須就更改招標截止日期及時間另行通知投標者。

- (f) Tenderers should note the Vendor's Solicitors do not act for any Tenderer in the process of this tender. 投標者須注意賣方律師在本招標過程中不代表任何投標者。
- (g) A tender must be:-

投標書必須:

i. made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed <u>in duplicate</u>. Please complete and sign either the English version of the Offer Form <u>or</u> the Chinese version of the Offer Form:

採用本招標文件之格式·並<u>一式兩份</u>填妥及簽署要約表格 (即本招標文件的第 3 部分)。請填妥及簽署要約表格的英文文本**或**要約表格的中文文本;

ii. accompanied with the following documents:- 連同以下文件:

(i) Cashier's order(s) and cheque(s) (if any)

銀行本票及支票(如有)

- (1) Cashier's order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance for a minimum amount of HK\$5,000,000; and
 - 一張或多張由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發的銀行本票·金額最少為港幣 \$5,000,000;及
- (2) Cashier order(s) or cheque(s) in the sum equal to 5% of the purchase price for the Property less the amount provided by the cashier's order(s) submitted under paragraph 2(g)ii.(i)(1) above.
 - 一張或多張銀行本票或支票·金額相等於物業樓價 5% 減去按上述第2(g)ii.(i)(1)段提供的銀行本票的金額。

The cashier's order(s) and cheque(s) shall be made payable to "DEACONS" or "的近律師行". 銀行本票及支票抬頭請寫「DEACONS」或「的近律師行」。

(ii) <u>Tenderer's identification document</u>

投標者的身份證明文件

If the Tenderer is or comprises individual(s), copy of the HKID Card/Passport of each individual of the Tenderer.

如投標者是個人或由個人組成,組成投標者的每名個人的香港身份證/護照的複印本。

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer, copies of the HKID Card/Passport of each director and copies of the latest register of directors and annual return of the Tenderer.

如投標者為公司·投標者的公司註冊證明書及商業登記證的複印本、每名董事的香港身份證 / 護照的 複印本·以及投標者最近期的董事登記冊及周年申報表的複印本。 (iii) Intermediary's licence (if applicable)

中介人的牌照(如適用)

Copy of licence of the estate agent appointed by the Tenderer.

投標者委託的地產經紀的牌照複印本。

(iv) Documents in Annexes, duly signed and completed by the Tenderer

由投標者填妥並簽署的附件的文件

- (1) Declaration of Relationship with the Vendor 與賣方關係的聲明
- (2) Declaration of Relationship with the Owner 與擁有人關係的聲明
- (3) Warning to Purchasers 對買方的警告
- (4) Declaration regarding Intermediary (if applicable) 關於中介人的聲明 (如適用)
- (5) Declaration regarding No Intermediary (if applicable) 關於並無中介人的聲明 (如適用)
- (6) Personal Information Collection Statement (MTR Corporation Limited) 收集個人資料聲明 (香港鐵路有限公司)
- (7) Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance (Kerry Real Estate Agency Limited)
 - 客户推廣及個人資料(私隱)條例的通知 (嘉里物業代理有限公司)
- (8) Acknowledgement Letter regarding Vent Shafts of Wong Chuk Hang Depot and Wong Chuk Hang Station 關於黃竹坑車廠及黃竹坑站通風口的確認書
- (9) Acknowledgement Letter regarding Common Areas 關於公用地方的確認書
- (10) Acknowledgement Letter regarding Option to Purchase Two Car Parking Spaces in the Phase 關於認購期數內兩個停車位權利的確認書
- (11) Acknowledgement Letter regarding Ceiling Bulkheads and Sunken Slabs 關於假天花及跌級樓板的確認書
- (12) Acknowledgement Letter regarding Recycle Timber Deck at Private Roof 有關私人天台環保甲板之確認書

Please do NOT date any of the documents mentioned in this sub-paragraph (iv).

請不要於本第(iv)分段所述的任何文件内填上日期。

iii. enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "Tender of La Marina"; and

放入普通信封內,信封面上書明賣方收啟,並清楚註明「揚海招標」;及

- iv. placed in the Tender Box labelled "**Public Tender For La Marina**" placed at 3/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong from the Tender Commencement Date and Time to the Tender Closing Date and Time. 從招標開始日期及時間起至招標截止日期及時間止放入位於香港鰂魚涌英皇道683號嘉里中心3樓擺放並標示為「**揚海公開招標**」的投標箱內。
- (h) 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 any event or circumstance affecting or which may affect the safety, order or public health in the Sales Office and/or its vicinity at any time from 11:00 a.m. to 3:00 p.m. on the day on which the closing time of the tender falls, the closing time of the tender will automatically be postponed to 3:00 p.m. on the next succeeding working day. The Vendor reserves the right to reject the entry of any person into the Sales Office. The Vendor's decision in this regard shall be final and binding on all persons.

如在招標截止時間當日上午 11 時至下午 3 時內的任何時間·8 號或以上颱風信號或黑色暴雨警告在香港生效或 賣方認為出現任何影響或可能影響售樓處及/或其附近之安全、秩序、或公共衛生情況之事件或情況·招標截止時間將 自動順延至隨後的下一個工作天的下午 3 時。賣方保留權利拒絕任何人士進入售樓處。賣方此方面所作的決定為最 終決定,對所有人士具有約束力。

(i) All cashier's order(s) and cheque(s) (if any) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier's order(s) and cheque(s) (if any) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the purchase price. All other cashier's orders and cheque(s) (if any) will be returned by personal delivery or by post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders, at the risk of the unsuccessful tenderers.

在賣方對收到的投標書作出決定前,所有銀行本票及支票(如有)均不會予以兌現。如某份投標書獲接納,隨該投標書附上的銀行本票及支票(如有)將視作臨時訂金,以支付樓價的部份款項。所有其他銀行本票及支票(如有)將於承約期間屆滿後起計 14 天內,按投標書所載地址以專人送達、或通過郵遞方式退還予落選投標者。郵誤風險一概由落選者自行承擔。

(j) i. The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal. The Vendor does NOT accept any person to act as an agent, attorney, nominee, representative, trustee of the Tenderer, save and except as permitted under clause 18 of the Conditions of Sale.

投標者須親身簽署要約表格及其他文件(如投標者為公司‧須由其董事簽署)‧並視作為主事人。除出售條款 第18條另有批准外‧賣方不接受任何人以代理人、獲授權人、被提名人、代表、信託人身份代表投標者行事。

ii. If the Tenderer is a company, it should clearly state, inter alia, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

投標者如為公司,須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。

iii. The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender or return of cashier's order(s) and cheque(s) (if any).

要約表格中指明的香港通訊地址將會是收取接受投標書信函或退回銀行本票及支票(如有)的地址。

- (k) i. In consideration of the invitation of tender by the Vendor and the promise by the Vendor mentioned in sub-paragraph (k) ii. below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period. After the tender has been submitted in accordance with the procedures set out in this Tender Document, 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 end of the Acceptance Period.
 - 作爲賣方招標及下文 (k) ii. 分段所述的承諾的代價,投標書均不可撤銷,而且構成正式要約,可由賣方在承約期間隨時接納投標。投標書根據本招標公告的程序一經遞交,投標者即不可撤回投標書,直至承約期間終結之前,投標書都可由賣方隨時接納。
 - ii. In consideration of the provision referred to in sub-paragraph (k) i. above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from him prior to the submission of his tender.

作為上文 (k) i. 分段所述的條款與承諾的代價·賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣1元。

- Acceptance of Tender 接納投標
- (a) If a tender is accepted, the successful Tenderer shall become the Purchaser of the Property. 投標書如獲接納,中標者即成為該物業之買方。
- (b) The Purchaser will be notified of the acceptance of his tender by a letter (the "Letter of Acceptance") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

買方會在承約期間屆滿時或之前獲書面通知(「接納書」)其投標書已被接納·接納書會按要約表格指明的香港通訊 地址以專人送達及/或通過郵遞方式寄予買方。接納書在投郵後的第2個工作日視為已經正式收到。

(c) The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form as approved by the Legal Conveyancing and Advisory Office of the Lands Department ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. The standard form of the Agreement is available for inspection from 12 noon to 6 p.m. daily at 3/F, Kerry Centre, 683 King's Road, Quarry Bay, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

在接納書的日期後的5個工作日內,買方須簽署一份經地政總署法律諮詢及田土轉易處(「地政總署」)批核的正式 合約,該合約內容除得地政總署書面批准外,一概不能更改。正式合約的標準格式可於每日中午12時正至下午6 時正在香港鰂魚涌英皇道683號嘉里中心3樓審閱。為免疑問,買方被視為已經審閱正式合約的標準格式,且買方 將接受正式合約並不得作修訂。

4. Miscellaneous

其他事項

- (a) Tenderers are advised to note that the Vendor, the Person so Engaged and their officers and agents will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property.
 - 投標者宜注意·賣方、如此聘用的人及他們的人員及代理只會回答關於該物業的一般問題·而不會就本招標文件或關於該物業的法例條文提供法律或其他意見。
- (b) Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Person so Engaged in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

賣方或如此聘用的人的任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動,均只供指引及參考之用。任何該等陳述或行動並不構成或視作構成本招標文件或正式合約的一部份。任何該等陳述或行動並不(而且也不視作)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

(c) The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Document. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under the Tender Document shall be treated as non-conforming tenders.

賣方保留權利按其酌情權將任何遞交不符合規定的投標書的投標者或沒有按本招標文件的規定遞交有效或妥善簽署文件的投標者的資格取消。如所遞交的投標書載有對於根據本招標文件所須遞交的文件的任何種類的改動及 / 或增加,該投標書將被視為不符合規定的投標書。

(d) In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

如本招標文件的英文文本與中文譯本有任何不一致,則以英文文本為準。

[End of Part 1: Tender Notice] [第1部份:招標公告完]

PART 2: CONDITIONS OF SALE

第2部分:出售條款

In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined 1

除非招標公告另有定義,在本出售條款中,下列詞語應具有下列含義:

"Phase" means Phase 2 of THE SOUTHSIDE, which is known as "La Marina".

「期數」指港島南岸的第2期,稱為「揚海」。

"this Preliminary Agreement" means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

「本臨時合約」指買方根據招標文件遞交投標書,以及賣方根據招標文件的接納書而訂立的合約。

- The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale 2. and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms and conditions contained in this Preliminary Agreement.
 - 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款出售該物業,而 買方須以樓價並按本臨時合約所載條款購買該物業。
- Save and except the preliminary deposit, all deposit(s), part payment and further part payment(s) of the purchase price and balance of the purchase price shall be made by cashier's order(s) and/or cheque(s) certified good for payment in favour of the Vendor's Solicitors. All payments of the purchase price shall be paid at or before 4:30 p.m. Mondays to Fridays. 除臨時訂金外,所有訂金、部份樓價、加付部份樓價及樓價餘款必須以抬頭寫上賣方律師的銀行本票及/或保付支票支付。所 有樓價付款必須於星期一至五下午四時半前繳付。
- 4. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser.

在賣方就其有能力將該物業有效地轉讓予買方一事向買方發出通知的日期後的14日內,買賣須於辦公時間(即指由上午10時起 至同日下午4時30分為止期間)內在賣方律師的辦事處完成。

It is intended that this Preliminary Agreement is to be superseded by the Agreement to be executed:-

按訂約雙方的意向,本臨時合約將會由正式合約取代,正式合約須:

by the Purchaser on or before a date which is the fifth working day after the date on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance); and

由買方於本臨時合約的簽署日期(即接納書的日期)之後的第五個工作日或之前簽立;及

by the Vendor on or before a date which is the eighth working day after the date on which this Preliminary Agreement is signed (i.e. (b) the date of the Letter of Acceptance).

由賣方於本臨時合約的簽署日期(即接納書的日期)之後的第八個工作日或之前簽立。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder. 6.

買方須支付的臨時訂金,須由賣方律師作為保證金保存人而持有。

The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the 7. 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。

- 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。
- 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。
- The Purchaser shall attend the offices of the Vendor's Solicitors and bring along with him or her the Tender Document and the Letter of 10 Acceptance within 5 working days after the date of the Letter of Acceptance (in this respect time shall be of the essence):
 - 買方須於接納書的日期之後的五個工作日內攜帶招標文件及接納書到賣方律師的辦事處辦理下列手續(按:必須嚴守所訂日期。):
 - to sign the Agreement in the standard form as approved by the Legal Conveyancing and Advisory Office of the Lands Department ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO:

簽署一份經地政總署法律諮詢及田土轉易處(「地政總署」)批核的正式合約,該合約內容除得地政總署書面批准外,一概 不能更改;

- (b) to pay the sum above-mentioned as being due on signing of the Agreement (if any); and 同時支付本臨時合約上列明的須於簽立正式合約時繳付之款項(如有); 並
- (c) to pay all stamp duties payable on the Agreement. 同時支付正式合約之所有印花稅。
- 11. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed (i.e. the date of the Letter of Acceptance):-

如買方沒有在本臨時合約的簽署日期(即接納書的日期)之後的5個工作日内簽立正式合約:

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

- (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。
- 12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that:-在正式合約當中,買方須與賣方協議如下-
 - (a) in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the preliminary deposit as consideration for its agreeing to cancel the Agreement (not as penalty) and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement; and

如買方要求並獲賣方同意之情况下簽署一份取消合約又或採取其他有效等同方式取消正式合約或終止買方於該正式合約 所承擔之責任,賣方有權保留臨時訂金作為賣方同意取消該正式合約之代價(但並非視為懲罰金)。同時買方亦須額外付予 賣方或付還賣方(視乎情況而定)全部就取消該正式合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅);及

(b) other than entering into a mortgage or charge of the Property for the purchase money or any part of it (provided that notice of the mortgage or charge is given to the Vendor or the Vendor's Solicitors), no nomination, sub-sale or any transfer of the benefit of the Agreement by the Purchaser (whether by way of direct or indirect reservation, right of first refusal, option, trust, power of attorney or any other method, arrangement or document of any description, conditional or unconditional) or any agreement to do so before the completion of the sale and purchase and execution of the Assignment of the Property shall be permitted. The Assignment of the Property must be made in favour of the Purchaser who signed the Agreement.

除可將該物業用作樓價或其部份之按揭或押記外(但須通知賣方或賣方律師有關該按揭或押記),買方不可在完成買賣

除可將該物業用作樓價或其部份之按揭或押記外(但須通知賣方或賣方律師有關該按揭或押記),買方不可在完成買賣交易及簽署該物業之轉讓契之前作出提名、轉售或轉讓正式合約之利益,無論是否以直接或間接保留、優先拒絕、優先認購、信託、授權或任何其他方法、安排或以任何文件在有條件或無條件的情況下或以任何協議方式達至。該物業的轉讓契必須以簽署正式合約的買方為受惠人。

- 13. The measurements of the Property are as follows: Please refer to the attached Schedule 1. 該物業的量度尺寸載列於附表 $1 \circ$
- 14. The sale and purchase of the Property includes the fittings, finishes and appliances as follows: Please refer to the attached Schedule 2. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
- 15. 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 條和第 13A 條的原則下,賣方不得限制買方依據法律就業權提出要求或反對的權利。
- 16. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 17 and fully understands its contents.

買方確認已收到第17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。

- 17. For the purposes of clause 16, the following is the "Warning to Purchasers"—就上述第 16 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 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,在此情况下,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。
- 18. No attorney, trustee or nominee of any kind of the Purchaser can be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. The Purchaser agrees that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

賣方並不接受買方的任何獲授權人、受托人或獲提名人代替買方本人簽署正式合約,除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方同意並聲明本臨時合約只適用於買方個人,買方無權要求賣方與其他人士簽署正式合約,亦無權將本臨時合約權益轉讓給第三者。

- 19. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate. 若賣方在該物業的權益屬衡平法權益而非法定產業權,買方不得提出反對。
- 20. The Vendor reserves the right to alter the building plans in respect of the Phase (including the Property) whenever the Vendor considers necessary Provided That the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.

 賣方保留於其認為所需時修改期數(包括該物業)建築圖則之權利,但賣方須由建築事務監督就有關影響該物業修改之批准後計 14

買万保留於其認為所需時修改期數(包括該物業)建築圖則乙權利,但買万須田建築事務監督就有關影響該物業修改乙批准後計 14 天內以書面通知買方。

- 21. The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the Property, or the fittings, finishes or appliances as set out in clause 14, caused otherwise than by the act or neglect of the Purchaser. The provisions of this Clause are without prejudice to any other rights or remedies that the Purchaser may have at common law or otherwise.
 - 凡該物業或第14條所列出的裝置、裝修物料或設備有欠妥之處,而該欠妥之處並非由買方行為或疏忽造成,則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後,須於合理地切實可行的範圍內,盡快自費作出補救。本條的規定,並不削弱買方按普通法或其他法律可享有的任何其他權利或補救。
- 22. The Purchaser shall bear and pay the Purchaser's solicitors' legal fees (including the disbursements of and incidental to the preparation, approval, execution, completion, stamping and registration and other miscellaneous charges) of the Agreement and the Assignment of the Property. If the Purchaser shall also instruct the Vendor's Solicitors to act for him in respect of the purchase and completion of the purchase of the Property and the mortgagee (if any) shall instruct the Vendor's Solicitors to handle the first and second Equitable Mortgage (if any) of the Property, the Vendor's solicitors shall waive the legal costs in respect of the Agreement and the subsequent Assignment which would otherwise be payable by the Purchaser. In any case, the Purchaser shall also bear and pay:

買方代表律師辦理該物業之正式合約及轉讓契之律師費(包括有關擬備、審批、簽立、完成、加蓋印花及註冊正式合約及轉讓契及所附帶之代墊付費用及其他雜費),均由買方承擔及支付。若買方聘用賣方律師代表其購買及完成購買該物業以及賣方律師獲按揭人(如有)委託處理該物業的第一及第二樓花按揭/按揭(如有),賣方律師將豁免買方原先須支付有關處理正式合約及其後之轉讓契之律師費用。在任何情況下,買方須承擔及支付:

- (a) all legal costs and disbursements for the preparation of the first and second Equitable Mortgage / Mortgage (if any) of the Property and any guarantees, security documents and other relevant legal documents;
 - 所有有關擬備該物業的第一及第二樓花按揭/按揭(如有)、任何擔保、抵押文件及其他相關法律文件的律師費及代墊付費用;
- (b) all disbursements incurred in connection with the sale and purchase of the Property including (without limitation) search fees, registration fees and fees for the preparation of plans of the Property to be annexed to the Agreement and the Assignment; 所有有關該物業買賣的代墊付費用,包括(但不限於)查冊費、登記費及擬備附於正式合約及轉讓契的圖則的費用;
- (c) the costs of any statutory declaration required for application for exemption from buyer's stamp duty and/or higher rate of ad valorem stamp duty;
 - 一切有關為申請豁免買家印花稅及/或從價印花稅較高稅率而須的任何法定聲明的費用;
- (d) the costs of preparing certified true copies of title deeds and documents relating to the Property; 有關該物業樓契及業權文件的經核證真實副本之擬備費用;
- (e) the respective proportions of (i) the legal costs of the preparation, execution and registration of the Principal Deed of Mutual Covenant and Management Agreement of the Development and the Sub-Deed of Mutual Covenant and Management Agreement of the Phase (collectively the "DMC") and (ii) the costs of preparation of plans showing the common parts of the Development and the Phase annexed to the DMC;
 - (i) 擬備、簽立及登記發展項目主公契及管理協議及期數的副公契及管理協議 (合稱「公契」) 的律師費用之攤分部份及(ii) 擬備附於公契內有關發展項目及期數公共部份的圖則的費用之攤分部份;
- f) (i) all public utility deposits paid by the Vendor in respect of the Property; 所有賣方就該物業所支付的公用設施按金;
 - (ii) a proportionate part of the water, electricity and gas deposits in respect of the common parts of the Development and the Phase; 按比例分攤之發展項目及期數的公共部份的水、電及煤氣按金;
 - (iii) 2 months' advance payment of the management fee;

兩個月預繳管理費;

- (iv) a sum equivalent to 3 months' management fee as management fee deposit; 相等於三個月管理費的管理費按金;
- (v) a sum equivalent to 2 months' management fee as initial contribution to the Special Fund (as defined in the DMC); and 相等於兩個月管理費的特別基金(見公契定義)最初供款;及
- (vi) a sum equivalent to 1 month's management fee as debris removal fee (not applicable to Car Parking Space & Motor Cycle Parking Space).

相等於一個月管理費的泥頭費(不適用於私家車停車位及電單車停車位)。

The Purchaser shall on completion of the sale and purchase pay to the Manager of the Development and the Phase the deposits and payments mentioned in paragraph (f) above or reimburse the Vendor for any of such deposits and payments already paid by the Vendor to the Manager of the Development and the Phase, whether or not any of such deposits and payments are transferable or refundable under the DMC. 買方須在買賣交易完成時向發展項目及期數的管理人繳交上述第(f)段提及之按金及費用,或如任何該等按金及費用已由賣方繳付予發展項目及期數的管理人,不管有關按金及費用是否可按公契轉名或混款,買方均須在買賣交易完成時值還予賣方。

23. Without prejudice to clause 11 above, if this Preliminary Agreement is registered in the Land Registry by the Purchaser or by any person on his behalf and this Preliminary Agreement is terminated in accordance with clause 11 hereof, the Vendor or its agent may unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry. The Purchaser hereby consents and authorizes the Vendor and/or its agent to sign and register such memorandum in the Land Registry or vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry. 在不損害第11 條的原則下,如本臨時合約根據第11 條終止而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,賣方或賣方代理人可單方面簽署及於土地註冊處登記一份備忘錄將本臨時合約於土地註冊處之登記冊或記錄上取消或撤消。買方於此同意並授權賣方及/或其代理人簽署及於土地註冊處登記該備忘錄在土地註冊處,或從土地註冊處之登記冊或記錄取消或撤消本臨時合約原有之註冊。

- 24. The Purchaser shall inform the Vendor in writing of any change in correspondence details and telephone number. 通訊資料或電話如有更改,買方須以書面通知賣方。
- 25. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 該物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。
- 26. Time shall in every respect be of the essence of this Preliminary Agreement. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- 27. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement. 非本臨時合約一方之人士並無任何權利按《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
- 28. 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 Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and 附表 1 的(a)項所指的項目的樓面面積,按照該條例第 8(3)條計算;及
- (d) the area of an item under clause (b) of Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 附表 1 的(b)項所指的項目的面積,按照該條例附表 2 第 2 部計算。
- 29. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale made between the same parties hereto and on the same terms and conditions hereof.

在本臨時合約簽訂前,相同的買賣雙方並無以相同條款及條件訂立其他非書面買賣協議或買賣協議。

- 30. The Vendor reserves the right to rectify any errors or omissions in the purchase price and payment terms and the calculation of the purchase price of the Property.
 - 賣方保留權利修改有關樓價及支付條款之錯誤或遺漏及該物業之樓價在計算方面之錯誤或遺漏。
- 31. If the day on which any obligation under this Preliminary Agreement is to be performed shall fall on a day which is not a working day, the date for the performance shall automatically be postponed to the immediately following working day. 若任何本臨時買賣合約下的責任之履行日並非工作日,則履行該責任的日期將順延至原定日期之後第一個工作日。
- 32. The Chinese version of this Preliminary Agreement is for reference only and in case of any difference or dispute, the English version shall prevail.

本臨時合約之中文譯本僅供參考之用,如解釋有任何出入或有爭議,概以英文本為準。

Schedule 1 to Conditions of Sale

出售條款附表 1

In this Schedule 1, only the measurements of the property purchased by the Purchaser under this Preliminary Agreement (i.e. the Property) shall be applicable to this Preliminary Agreement.

在本附表 1 中,只有買方根據本臨時合約購買的物業(即該物業)之量度尺寸才適用於本臨時合約。

Property : Unit <u>A</u> on the <u>32</u> Floor of Tower <u>1(1A)</u> of La Marina

本物業 : 揚海 第 <u>1(1A)</u>座 <u>32</u>樓 A 單 位

The measurements of the Property are as follows

本物業的量度尺寸如下:-

- (a) 本物業的實用面積為 171.725 平方米 / 1,848 平方呎*[其中-] the saleable area of the Property is 171.725 square metres / 1,848 square feet * [of which-]
 - *[9.203 平方米/99 平方呎為露台的樓面面積];
 - * $[\underline{9.203}]$ square metres / $\underline{99}$ square feet is the floor area of the balcony];
 - *[-- 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 utility platform];
 - *[_-- 平方米 /_- 平方呎為陽台的樓面面積]及
 - *[-- square metres /-- square feet is the floor area of the verandah]; and
- (b) 其他量度尺寸為:-

other measurements are :-

- *[空調機房的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the air-conditioning plant room is -- square metres / -- square feet];
- *[窗台的面積為 -- 平方米 / _-- 平方呎];
- *[the area of the bay window is _- square metres / _- square feet];
- *[閣樓的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the cockloft is -- square metres / -- square feet];
- *[平台的面積為 28.347 平方米 / 305 平方呎];
- *[the area of the flat roof is 28.347 square metres / 305 square feet];
- *[花園的面積為 -- 平方米 / _- 平方呎];
- *[the area of the garden is -- square metres / -- square feet];
- *[停車位的面積為 -- 平方米 / -- 平方呎];
- *[the area of the parking space -- square metres / -- square feet];
- *[天台的面積為 127.380 平方米 / 1,371 平方呎];
- *[the area of the roof is $\underline{127.380}$ square metres $\underline{/1,371}$ square feet];
- *[梯屋的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the stairhood is -- square metres / -- square feet];
- *[前庭的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the terrace is -- square metres / -- square feet];
- *[庭院的面積為 -- 平方米 / _- 平方呎]。
- *[the area of the yard is -- square metres / -- square feet].
- *Delete as appropriate
- *將不適用者刪去

Schedule 1 to Conditions of Sale

出售條款附表 1

In this Schedule 1, only the measurements of the property purchased by the Purchaser under this Preliminary Agreement (i.e. the Property) shall be applicable to this Preliminary Agreement.

在本附表 1 中,只有買方根據本臨時合約購買的物業(即該物業)之量度尺寸才適用於本臨時合約。

Property: Unit A on the 32 Floor of Tower 1(1B) of La Marina

本物業 : 揚海第 1(1B)座 32樓A 單位

The measurements of the Property are as follows

本物業的量度尺寸如下:-

- (a) 本物業的實用面積為 176.651 平方米 / 1,901 平方呎*[其中-] the saleable area of the Property is 176.651 square metres / 1,901 square feet * [of which-]
- *[9.188 平方米/99 平方呎為露台的樓面面積];
- *[9.188 square metres / 99 square feet is the floor area of the balcony];
- *[-- 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 utility platform];
- *[_-- 平方米 /_- 平方呎為陽台的樓面面積]及
- *[_- square metres /_- square feet is the floor area of the verandah]; and
- (b) 其他量度尺寸

為:-other

measurements are :-

- *[空調機房的面積為<u>--</u> 平方米 /<u>--</u> 平方呎];
- *[the area of the air-conditioning plant room is -- square metres / -- square feet];
- *[窗台的面積為 -- 平方米 / _-- 平方呎];
- *[the area of the bay window is -- square metres / -- square feet];
- *[閣樓的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the cockloft is -- square metres / -- square feet];
- *[平台的面積為 29.071 平方米 / 313 平方呎];
- *[the area of the flat roof is 29.071 square metres / 313 square feet];
- *[花園的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the garden is -- square metres / -- square feet];
- *[停車位的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the parking space -- square metres / -- square feet];
- *[天台的面積為 171.118 平方米 / 1,842 平方呎];
- *[the area of the roof is $\underline{171.118}$ square metres $\underline{1,842}$ square feet];
- *[梯屋的面積為 -- 平方米 / -- 平方呎];
- *[the area of the stairhood is -- square metres / -- square feet];
- *[前庭的面積為_-- 平方米 /_-- 平方呎];
- *[the area of the terrace is -- square metres / -- square feet];
- *[庭院的面積為 -- 平方米 / -- 平方呎]。
- *[the area of the yard is -- square metres / -- square feet].
- *Delete as appropriate
- *將不適用者刪去

Schedule 2 to Conditions of Sale 出售條款附表 2

Fittings, Finishes and Appliances

裝置、裝修物料及設備

內部牆身		牆壁	天花板
及天花	客廳、飯廳	乳膠漆	外露部份髹乳膠漆·部份天花位置裝設石膏
	及睡房		板假天花、假陣髹乳膠漆

內部地板		地板	牆腳線
內部地板	客廳、飯廳及睡房	地板 瓷磚地板、於露台門(如有)、工作平台門(如有)、平台門(如有) 及花園門(如有)旁鋪上人造合成石及金屬分隔條 適用於以下單位: 第1 座(1A):5 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓至31 樓C 及E單位 第1 座(1B):5 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓至31 樓 D、E及F單位 第2 座(2A):5 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓至33 樓 及35 樓至37 樓E單位 第2 座(2B):5 樓至8 樓C及G單位、6 樓至8 樓D及F單位及10 樓至12 樓、15 樓至23 樓、 25樓至33 樓及35 樓至37 樓F及G單位 複合木地板、於露台門(如有)、工作平台門(如有)、平台門(如有)及花園門(如有)旁鋪上人造合成石及金屬分隔條	牆腳線 木皮飾面牆腳線
		適用於以下單位: 第1座(1A):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 A、B及D單位 第1座(1B):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓 A、B及C單位 第2座(2A):5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓 及35樓至37樓A、B、C、D 及F單位 第2座(2B):5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓、35樓至36樓A及B單位、 37樓B單位、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓C單位及	
		6樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓 E單位 複合木地板,於露台門(如有)、工作平台門(如有)及平台門(如 有)旁鋪上天然石及金屬分隔條 適用於以下單位: 第1座(1A): 32樓A及B單位 第1座(1B): 32樓A、B及C單位 第2座(2A): 38樓A、B及C單位 第2座(2B): 37樓及38樓A單位(複式)、38樓B及C單位	

門		用料	裝修物料	配件
	單位入口	實心防火木掩門	木皮飾面	門鎖連門柄、防盜眼、氣鼓、
	大門		板	防盜鏈、門擋及防煙條
	睡房門	實心木掩門	木皮飾面	門鎖連門柄及門擋
	浴室門	(i) 空心木掩門 適用於以下單位: 第1座(1A):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓A、B、C及D單位及32樓A單位 第1座(1B):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓A、B、D及F單位及32樓A、B及C單位 第2座(2A):5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓A、B、D、E及F單位及38樓A、B及C單位 第2座(2B):5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓A單位、37樓及38樓A單位(複式)、5樓至8樓B及C單位、6樓至8樓D及F單位、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓B、C及F單位及38樓B單位	大板 大皮 市面 板	(i) 門鎖連門柄、門擋及衣鈎 適用於以下單位: 第1座(1A): 5樓至8樓、10 樓至12樓、15樓至23樓及25 樓至31樓A、B、C、D及E單位 及32樓A及B單位 第1座(1B): 5樓至8樓、10 樓至12樓、15樓至23樓及25 樓至31樓A、B、C、D、E及F 單位及32樓A、B及C單位 第2座(2A): 5樓至8樓、10 樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓A、B、C、D、E及F單位及38樓 A、B及C單位 第2座(2B): 5樓至8樓A、B、C及G單位、6樓至8樓D、E及F單位、10樓至12樓、15樓至23樓至33樓不多。 日本 B及C單位 第2座(2B): 5樓至8樓D、E及F單位、10樓至12樓、15樓至33樓A、B、C及F單位、15樓至33樓至33樓至36樓A、B、C、E、F及G單位、37樓B、C、
		(ii) 空心木掩門配木製百葉 適用於以下單位: 第1座(1A): 5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓D及E單位及32樓B單位 第1座(1B): 5樓至8樓、10樓至12樓、15樓至23樓、及25樓至31樓C及E單位及32樓A、B及C單位第2座(2A): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓A及C單位及38樓A及B單位 第2座(2B): 10樓至12樓、15樓至23樓、25樓至33樓及35樓至38樓C單位、6樓至8樓、10樓至12樓、15樓至27樓、15樓至23樓、25樓至33樓及35樓至37樓E單位、5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓B單位(複式)及38樓B單位 (iii)空心木趟門適用於以下單位: 第2座(2B): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓至36樓A單位 (iv)空心木趟門配木製百葉 只適用於以下單位: 第2座(2A): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓E單位 第2座(2A): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓E單位 第2座(2B): 6樓至8樓D單位及6樓至8樓、10樓至12樓、15樓至23樓底15樓至37樓		E、F 及G單位、37 樓及38 樓A單位(複式)及38 樓B及C單位 (ii) 門鎖連門柄適用於以下單位:第2 座(2A): 5 樓至8 樓、10 樓至12 樓、15 樓至23 樓、25 樓至33 樓及35 樓至37 樓E單位第2 座(2B): 5 樓至23 樓、25 樓至33 樓及35 樓至36 樓A單位、6 樓至8 樓D單位、6 樓至8 樓、10 樓至12 樓、15 樓至23 樓、25 樓至33 樓及35樓至37 樓F單位

門		用料	裝修物料	配件
	廚房門	實心防火木掩門配防火玻璃視窗	木皮飾面 板	門柄、氣鼓、門擋及防煙條
	士多房門	(i) 空心木掩門 適用於以下單位: 第1座(1A):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓B單位及32樓A單位 第2座(2A):38樓B及C單位 第2座(2B):10樓至12樓、15樓至23樓、25樓至33樓及 35樓至38樓C單位及37樓及38樓A單位(複式)	板	(i) 門鎖連門柄及門擋 適用於以下單位: 第1座(1A):5樓至8樓、10樓 至12樓、15樓至23樓及25樓 至32樓A及B單位 第1座(1B):5樓至23樓及25樓 至32樓A及B單位 第2座(2A):5樓至23樓及25樓 至32樓A及B單位 第2座(2A):5樓至28樓、10樓 至12樓、15樓至23樓、25樓 至33樓及35樓至37樓A、B、C 及D單位及38樓B及C單位 第2座(2B):10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓C單位、37樓及38樓 A單位(複式)及38樓B及C單位
		(ii) 空心木掩門配木製百葉 適用於以下單位: 第1座(1A):5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓A單位及32樓B單位 第1座(1B):5樓至8樓、10樓至12樓、15樓至23樓及25樓至32樓A及 B單位 第2座(2A):5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及 35樓至37樓A、B、C及D單位及38樓B及C單位 第2座(2B):37樓及38樓A單位(複式)及38樓B及C單位		(ii) 門鎖連門柄 適用於以下單位: 第1座(1A): 32樓A單位 第1座(1B): 32樓C單位 第2座(2A): 38樓A單位
		(iii) 空心木趟門配木製百葉 適用於以下單位: 第1座(1A): 32樓A單位 第2座(2A): 38樓A單位 (iv) 空心木趟門 適用於以下單位: 第1座(1B): 32樓C單位		(iii) 門鎖連門柄及氣鼓 適用於以下單位: 第1座(1B):32樓A單位
		(v) 鋁框玻璃掩門 適用於以下單位: 第1座(1B):32樓A單位	雙玻幅適下第1 軍電號於位座 第1 第1 第1 第1 第1 第1 第1 第1 第1 第1 第1 第1 第1	
	走廊門 (只適用於 第2座(2A)38樓B單 位)	空心木掩門配木製百葉	木皮飾面 板	門柄及門擋

門		用料	裝修物料	配件
	平台門	(i) 鋁框玻璃趟摺門	雙層中空	(i) 門鎖連門柄
		適用於以下單位:	玻璃配低	適用於以下單位:
		第1座(1A):32樓A及B單位	幅射鍍膜	第1座(1A):32樓A及B單位
		第1座(1B): 32樓A單位		第1座(1B):32樓A單位
		第2座(2A):38樓A及B單位		第2 座(2A):38 樓A及B單位
		第2座(2B):38樓B單位		第2座(2B):38樓B單位
		(ii) 鋁框玻璃掩門		(ii) 門鎖連門柄及門擋
		適用於以下單位:		適用於以下單位:
		第1座(1A): 32樓A及B單位		第1座(1A): 32樓A及B單位
		第1座(1B):32樓A單位		第1座(18):32樓A單位
	東エ亚ム田	第2 座(2A): 38 樓C單位 鋁框玻璃趟門	雙層中空	第2座(2A):38 樓C單位 門鎖連門柄
	露天平台門	<u> </u>		门镇建门州
	(只適用於 第2 座		玻璃配低 幅射鍍膜	
			旧划 驳) 吴	
	單位)			
	露台門		雙層中空	門鎖連門柄
1			玻璃配低	
			幅射鍍膜	
	工作平台門	鋁框玻璃掩門	雙層中空	(i) 門鎖連門柄及門擋
			玻璃配低	以下單位除外:
			幅射鍍膜	第1 座(1A): 12 樓、15 樓至23
				樓及25 樓至31 樓B單位及
				第2座(2B):6樓至8樓、10樓
				至12 樓、15 樓至23 樓、25 樓
				至33 樓及35 樓至36 樓A單位
				(ii) 門鎖連門柄及隱藏式氣鼓
				適用於第1座(1A):12樓、15
				樓至23 樓及25 樓至31 樓B單位
				(iii) 門鎖連門柄及氣鼓
				適用於第2座(2B):6樓至8 樓、10樓至12樓、15樓至23
				樓、25 樓至33 樓及35 樓至36
				複 × 23 接 ± 33 接 及 33 接 ± 30
	洗手間門		磨砂玻璃	門鎖連門柄
	私人花園門	(i) 鋁框玻璃趟門	雙層中空	(i) 門鎖連門柄
1		適用於以下單位:	玻璃配低	適用於以下單位:
		第1 座(1A):5 樓A、B、C、D及E單位	幅射鍍膜	第1 座(1A):5 樓A、B、C、D
1		第1 座(1B):5 樓A、B、C、D、E及F單		及E單位
1		位		第1 座(1B):5 樓A、B、C、D、
1		第2 座(2A): 5 樓A、B、C、D及F單位		E及F單位
1		第2座(2B):5樓A及B單位		第2座(2A):5樓A、B、C、D
1				及F單位
1		/::) 全45 Te Te Te Te Te	1	第2座(2B):5樓A及B單位
		(ii) 鋁框玻璃掩門		(ii) 門鎖連門柄及門擋
1		適用於以下單位:		適用於以下單位:
1		第1座(1A):5樓D單位		第1座(1A):5樓D單位
		第2 座(2A):5 樓A單位		第2 座(2A):5 樓A單位

門		用料	裝修物料	配件
	私人天台門 適用於以下單位: 第1座(1A): 32樓B單位 第1座(1B): 32樓B及C單位 第2座(2A): 38樓A、B及C單位 第2座(2B): 37樓及38樓A單位(複 式)及38樓B及C單位	鋁框玻璃掩門	雙層中空玻璃配低幅射 鍍膜	門鎖連門柄及氣鼓

客廳/		裝置	裝修物料
飯廳	適用於以下單位:	木製櫃	木飾面板
	第1 座(1A): 5 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓至31 樓C及		
	E單位		
	第1 座(1B): 5 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓至31 樓E單		
	位		
	第2 座(2A):5 樓至8 樓、10 樓至12 樓、15 樓至23 樓、25 樓至33 樓及		
	35 樓至37 樓E單位		
	第2 座(2B):6樓至8樓D單位及6樓至8 樓、10 樓至12 樓、15 樓至23 樓、		
	25 樓至33 樓及35 樓至37 樓F單位		

	<u> </u>			-	
廚房		牆壁	地板	天花板	灶台
	適用於以下單位: 第1座(1A): 5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓C及E單位第1座(1B): 5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓D、E及F單位第2座(2A): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓E單位第2座(2B): 5樓至8樓C及G單位、6樓至8樓D及F單位及10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓F及G單位	外露部份鋪砌實心面材	外露部份鋪砌瓷磚	外露部份髹乳膠 漆・部份天花位 置裝設石膏板假 天花及假陣髹 乳膠漆	實心面材
	適用於以下單位: 第1座(1A): 5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓A、B及D單位第1座(1B): 5樓至8樓、10樓至12樓、15樓至23樓及25樓至31樓A、B及C單位第2座(2A): 5樓至33樓及35樓至37樓A、B、C、D及F單位第2座(2B): 5樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓A及B單位、37樓B單位、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓C單位及6樓至8樓、10樓至12樓、15樓至23樓、25樓至33樓及35樓至37樓E單位	外露部份鋪砌瓷磚及玻璃面板	外露部份鋪砌天然石	外露部份裝設石 膏板假天花及髹 乳膠漆	實心面材
	適用於以下單位: 第1座(1A): 32樓A及B單位 第1座(1B): 32樓A、B及C單位 第2座(2A): 38樓A、B及C單位 第2座(2B): 37樓及38樓A單位(複式)及38樓 B及C單位	外露部份鋪 砌天然石	外露部份 鋪砌天然 石	外露部份裝設石 膏板假 天花及髹乳膠漆	人造合成 石

浴室	牆壁	地板	天花板
/			
	外露部份鋪砌大然石	外露部份鋪砌天然石	外露部份裝設石膏板假天花及髹乳膠漆

Internal		Wall	Ceiling
Wall and	Living Room,	Emulsion paint	Emulsion paint to exposed surfaces. Partial areas of the
Ceiling	dining Room		ceiling equipped with gypsum board false ceiling and
	and Bedroom		bulkhead finished with emulsion paint

Internal		Floor	Skirting
Floor	Living Room, dining Room and Bedroom	Tile floorings, and finished with reconstituted stone and metal dividing strip next to balcony door (if provided), utility platform door (if provided), flat roof door (if provided) and garden door (if provided) Applicable to the following units: Units C and E on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) Units D, E and F on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1B) Unit E on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2A) Units C and G on 5/F-8/F, Units D and F on 6/F-8/F and Units F and G on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2B) Engineered timber flooring, and finished with reconstituted stone and metal dividing strip next to balcony door (if provided), utility platform door (if provided), flat roof door (if provided) and garden door (if provided) Applicable to the following units: Units A, B and D on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) Units A, B and C on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 1 (1B) Units A, B, C, D and F on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F, Unit B on 37/F, Unit C on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F and Unit E on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F and Unit E on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F and Unit E on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2B) Engineered timber floorings, and finished with natural stone and metal dividing strip next to balcony door (if provided), utility platform door (if provided) and flat roof door (if provided) Applicable to the following units: Units A, B and C on 32/F of Tower 1 (1A) Units A, B and C on 32/F of Tower 1 (1B) Units A, B and C on 38/F of Tower 1 (1B) Units A, B and C on 38/F of Tower 2 (2A) Unit A on 37/F & 38/F (Duplex) and Units B and C on 38/F of Tower 2 (2B)	Wood veneer skirting

Door		Material	Finishes	Accessories
	Unit main	Solid core fire rated timber swing door	Wood	Lockset with door handle, eye
	entrance		veneered	viewer, door closer, door chain, door
	door		panel	stopper and smoke seal
	Bedroom	Solid core timber swing door	Wood	Lockset with door handle and door
	door		veneered	stopper
			panel	

Door		Material	Finishes	Accessories
	Bathroom	(i) Hollow core timber swing door	Wood	(i) Lockset with door handle, door
	door	Applicable to the following units:	veneered	stopper and robe hook
		Units A, B, C and D on 5/F-8/F, 10/F-12/F, 15/F-	panel	Applicable to the following units:
		23/F & 25/F-31/F and Unit A	1	Units A, B, C, D and E on 5/F-8/F,
		on 32/F of Tower 1 (1A)		10/F-12/F, 15/F-23/F & 25/F-31/F
		Units A, B, D and F on 5/F-8/F, 10/F-12/F, 15/F-		and Unit A and B on 32/F of Tower
		23/F & 25/F-31/F and Units A, B and C on 32/F		1 (1A)
		of Tower 1 (1B)		Units A, B, C, D, E and F on 5/F-
		Units A, B, D, E and F on 5/F-8/F, 10/F-12/F,		8/F, 10/F-12/F, 15/F-23/F & 25/F-
		15/F-23/F, 25/F-33/F & 35/F-37/F and Units A, B		31/F and Units A, B and C on 32/F
		and C on 38/F of Tower 2 (2A)		of Tower 1 (1B)
		Unit A on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-		Units A, B, C, D, E and F on 5/F-
		33/F & 35/F-36/F, Unit A on 37/F and 38/F		8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F
		(Duplex), Units B and C on 5/F-8/F, Units D and		& 35/F-37/F and Units A, B and C
		F on 6/F-8/F, Units B, C and F on 10/F-12/F,		on 38/F of Tower 2 (2A)
		15/F-23/F, 25/F-33/F & 35/F-37/F and Unit B on		Units A, B, C and G on 5/F-8/F,
		38/F of Tower 2 (2B)		Units D, E and F on 6/F-8/F, Units
				A, B, C, E, F and G on 10/F-12/F,
				15/F-23/F, 25/F-33/F & 35/F-36/F,
				Units B, C, E, F and G on 37/F, Unit
				A on 37/F & 38/F (Duplex) and
				Units B and C on 38/F of Tower 2
				(2B)
		(ii) Hollow core timber swing door with timber		ii) Lockset with door handle
		louvre		Applicable to the following units:
		Applicable to the following units:		Unit E on 5/F-8/F, 10/F-12/F, 15/F-
		Units D and E on 5/F-8/F, 10/F-12/F, 15/F-23/F		23/F, 25/F-33/F & 35/F-37/F of
		& 25/F-31/F and Unit B on 32/F		Tower 2 (2A)
		of Tower 1(1A)		Unit A on 5/F-8/F, 10/F-12/F, 15/F-
		Units C and E on 5/F-8/F, 10/F-12/F, 15/F-23/F		23/F, 25/F-33/F & 35/F-36/F, Unit
		& 25/F-31/F and Units A, B and		D on 6/F-8/F and Unit F on 6/F-8/F,
		C on 32/F of Tower 1 (1B)		10/F-12/F, 15/F-23/F, 25/F-33/F &
		Units A and C on 5/F-8/F, 10/F-12/F, 15/F-23/F,		35/F-37/F of Tower 2 (2B)
		25/F-33/F & 35/F-37/F and		55/1 5//1 01 10WC1 2 (2D)
		Units A and B on 38/F of Tower 2 (2A)		
		Unit C on 10/F-12/F, 15/F-23/F, 25/F-33/F &		
		35/F-38/F and Unit E on 6/F-8/F,		
		10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F,		
		Unit G on 5/F-8/F, 10/F-12/F,		
		15/F-23/F, 25/F-33/F & 35/F-37/F, Unit A on		
		37/F & 38/F (Duplex) and Unit B		
		on 38/F of Tower 2 (2B)		
		(iii) Hollow core timber sliding door		
		Applicable to the following units:		
		Unit A on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-		
		33/F & 35/F-36/F of Tower 2 (2B)		
		(iv) Hollow core timber sliding door with timber		
		louvre		
		Applicable to the following units:		
		Unit E on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-		
		33/F & 35/F-37/F of Tower 2 (2A)		
		Unit D on 6/F-8/F and Unit F on 6/F-8/F, 10/F-		
		12/F, 15/F-23/F, 25/F-33/F &		
		35/F-37/F of Tower 2 (2B)		<u> </u>

Door		Material	Finishes	Accessories
	Kitchen door	Solid core fire rated timber swing door with fire rated glass vision panel	Wood veneered panel	Door handle, door closer, door stopper and smoke seal
	Store door	i) Hollow core timber swing door Applicable to the following units: Unit B on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F and Unit A on 32/F of Tower 1 (1A) Units B and C on 38/F of Tower 2 (2A) Unit C on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-38/F and Unit A on 37/F & 38/F (Duplex) of Tower 2 (2B)	Wood veneered panel	(i) Lockset with door handle and door stopper Applicable to the following units: Units A and B on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-32/F of Tower 1 (1A) Units A and B on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-32/F of Tower 1 (1B) Units A, B, C and D on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F and Units B and C on 38/F of Tower 2 (2A) Unit C on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F, Unit A on 37/F & 38/F (Duplex) and Units B and C on 38/F of Tower 2 (2B)
		(ii) Hollow core timber swing door with timber louvre Applicable to the following units: Unit A on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F and Unit B on 32/F of Tower 1 (1A) Units A and B on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-32/F of Tower 1 (1B) Units A, B, C and D on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F and Units B and C on 38/F of Tower 2 (2A) Unit A on 37/F & 38/F (Duplex) and Units B and C on 38/F of Tower 2 (2B)		(ii) Lockset with door handle Applicable to the following units: Unit A on 32/F of Tower 1 (1A) Unit C on 32/F of Tower 1 (1B) Unit A on 38/F of Tower 2 (2A)
		(iii) Hollow core timber sliding door with timber louvre Applicable to the following units: Unit A on 32/F of Tower 1 (1A) Unit A on 38/F of Tower 2 (2A)		(iii) Lockset with door handle and door closer Applicable to the following unit: Unit A on 32/F of Tower 1 (1B)

Door		Material	Finishes	Accessories
	Store door	(iv) Hollow core timber sliding door Applicable to the following unit: Unit C on 32/F of Tower 1 (1B) (v) Aluminium framed glass swing door Applicable to the following unit: Unit A on 32/F of Tower 1 (1B)	Wood veneered panel Insulated glass unit (IGU) glass panels with low-e coating Applicable to the following unit: Unit A on 32/F of	
	Corridor door (Applicable to Unit B on 38/F of Tower 2 (2A) only)	Hollow core timber swing door with timber louvre	Tower 1 (1B) Wood veneered panel	Door handle and door stopper
	Flat roof door	(i) Aluminium framed glass bi-folding door Applicable to the following units: Units A and B on 32/F of Tower 1 (1A) Unit A on 32/F of Tower 1 (1B) Units A and B on 38/F of Tower 2 (2A) Unit B on 38/F of Tower 2 (2B)	Insulated glass unit (IGU) glass panels with low-e coating	(i) Lockset with door handle Applicable to the following units: Units A and B on 32/F of Tower 1 (1A) Unit A on 32/F of Tower 1 (1B) Units A and B on 38/F of Tower 2 (2A) Unit B on 38/F of Tower 2 (2B)
		(ii) Aluminium framed glass swing door Applicable to the following units: Units A and B on 32/F of Tower 1 (1A) Unit A on 32/F of Tower 1 (1B) Unit C on 38/F of Tower 2 (2A)		(ii) Lockset with door handle and door stopper Applicable to the following units: Units A and B on 32/F of Tower 1 (1A) Unit A on 32/F of Tower 1 (1B) Unit C on 38/F of Tower 2 (2A)
	Open flat roof door (Applicable to Unit A on 38/F of Tower 2 (2A) only)	Aluminium framed glass sliding door	Insulated glass unit (IGU) glass panels with low-e coating	Lockset with door handle
	Balcony door	Aluminium framed glass sliding door	Insulated glass unit (IGU) glass panels with low-e coating	Lockset with door handle

Door		Material	Finishes	Accessories
	Utility platform door	Aluminium framed glass swing door	Insulated glass unit (IGU) glass panels with low-e coating	(i) Lockset with door handle and door stopper Except for Unit B on 12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) and Unit A on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F of Tower 2 (2B) (ii) Lockset with door handle and concealed door closer Applicable to Unit B on 12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) (iii) Lockset with door handle and door closer Applicable to Unit A on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F of Tower 2 (2B)
	Lavatory door	Aluminium frame glass bi- folding door	Sandblasted glass	Lockset with door handle
	Private garden door	(i) Aluminium framed glass sliding door Applicable to the following units: Units A, B, C, D and E on 5/F of Tower 1 (1A) Units A, B, C, D, E and F on 5/F of Tower 1 (1B) Units A, B, C, D and F on 5/F of Tower 2 (2A) Units A and B on 5/F of Tower 2 (2B) (ii) Aluminium framed glass swing door	Insulated glass unit (IGU) glass panels with low-e coating	(i) Lockset with door handle Applicable to the following units: Units A, B, C, D and E on 5/F of Tower 1 (1A) Units A, B, C, D, E and F on 5/F of Tower 1 (1B) Units A, B, C, D and F on 5/F of Tower 2 (2A) Units A and B on 5/F of Tower 2 (2B) (ii) Lockset with door handle and door stopper Applicable to the following units:
		Applicable to the following units: Unit D on 5/F of Tower 1 (1A) Unit A on 5/F of Tower 2 (2A)		Unit D on 5/F of Tower 1 (1A) Unit A on 5/F of Tower 2 (2A)
	Private roof door Applicable to the following units: Unit B on 32/F of Tower 1 (1A) Units B and C on 32/F of Tower 1 (1B) Units A, B and C on 38/F of Tower 2 (2A) Unit A on 37/F & 38/F (Duplex) and Units B and C on 38/F of Tower 2 (2B)	Aluminium framed glass swing door	Insulated glass unit (IGU) glass panels with low-e coating	Lockset with door handle and door closer

Living		Fittings	Finishes
Room/Dining Room	Applicable to the following units: Units C and E on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) Unit E on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1B) Unit E on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2A) Unit D on 6/F-8/F and Unit F on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2(2B)	Wood cabinet	Wood veneered panel

Kitchen		Wall	Floor	Ceiling	Cooking Bench
	Applicable to the following units: Units C and E on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) Units D, E and F on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1B) Unit E on 5/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2A) Units C and G on 5/F-8/F, Units D and F on 6/F-8/F and Units F and G on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2B)	Solid surface material on exposed surface	Tiles on exposed surface	Emulsion paint on exposed surfaces. Partial area equipped with gypsum board false ceiling and bulkhead finished with emulsion paint	Solid surface material
	Applicable to the following units: Units A, B and D on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1A) Units A, B and C on 5/F-8/F, 10/F-12/F, 15/F-23/F & 25/F-31/F of Tower 1 (1B) Units A, B, C, D and F on 5/F-8/F, 10/F- 12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2A) Units A and B on 5/F-8/F, 10/F-12/F, 15/F- 23/F, 25/F-33/F & 35/F-36/F, Unit B on 37/F, Unit C on 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F- 37/F and Unit E on 6/F-8/F, 10/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-37/F of Tower 2 (2B)	Tiles and glass panel on exposed surface	Natural stone on exposed surface	Gypsum board false ceiling and emulsion paint on exposed surface	Solid surface material
	Applicable to the following units: Units A and B on 32/F of Tower 1 (1A) Units A, B and C on 32/F of Tower 1 (1B) Units A, B and C on 38/F of Tower 2 (2A) Unit A on 37/F & 38/F (Duplex) and Units B and C on 38/F of Tower 2 (2B)	Natural stone and glass panel on exposed surface	Natural stone on exposed surface	Gypsum board false ceiling and emulsion paint on exposed surface	Reconstituted stone

Bathroom	Wall	Floor	Ceiling
	Natural stone on exposed	Natural stone on exposed	Gypsum board false ceiling and emulsion paint on
	surface	surface	exposed surface

設備	第1 座(1A) Tower 1 (1A)											
Appliance	5 樓			6 樓至8 樓、10 樓至12					32 樓			
			5/F			樓、15 樓至23 樓及25 樓至					32/F	
								31 樓				
									F-12/F			
		В	-	Ъ	-				5/F-32		_	
	A	В	С	D	Е	A	В	С	D	Е	A	В
雙頭氣體煮食爐 Gas hob - 2 burners	Y	Y	-	1	-	Y	Y	-	-	-	Y	Y
單頭氣體煮食爐 Gas hob - 1 burner	Y	Y	-	Y	•	Y	Y	-	Y	1	Y	Y
電磁爐 Induction hob	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
抽油煙機 Cooker hood	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
蒸焗爐 Combi-steam oven	-	Y	Y	Y	Y	-	Y	Y	Y	Y	-	-
蒸爐 Steamer	Y	-	-	-	-	Y	-	-	-	-	Y	Y
爐 Oven	Y	-	-	•	-	Y	-	-	-	-	Y	Y
洗碗碟機 Dishwasher	Y	-	-	-	-	Y	-	-	-	-	Y	-
咖啡機 Coffee machine	Y	-	-	-	-	Y	-	-	-	-	Y	Y
雪櫃 Fridge freezer	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
洗衣乾衣機 Washer dryer	-	Y	Y	Y	Y	-	Y	Y	Y	Y	-	Y
洗衣機 Washer	Y	-	-	-	-	Y	-	-	-	-	Y	-
乾衣機 Dryer	Y	-	-	-	-	Y	-	-	-	-	Y	-
酒櫃 Wine cellar	Y	Y	-	-	-	Y	Y	-	-	-	Y	Y
抽氣扇 Exhaust fan	Y	Y		Y	Y	Y	Y		Y	Y	Y	Y
換氣暖風機 Thermo ventilator	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
電熱水爐 Electric water heater	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
煤氣熱水爐 Gas water heater	Y	Y	-	Y	-	Y	Y	-	Y	-	-	Y
空調機Air conditioner unit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

備註: "Y"代表將提供有關設備 · "-"則代表不適用 。

Note: "Y" denotes the relevant appliance will be provided and "-" denotes "not applicable".

設備		第1座(1B) Tower 1 (1B)													
Appliance	5 樓 5/F							6 樓至8 樓、10 樓至12 樓、15 樓至23 樓及25 樓					32 樓 32/F		
									至3						
								-		.0/F- ጷ 25/					
	A	В	С	D	Е	F	A	В	С	D	Е	F	A	В	С
雙頭氣體煮食爐 Gas hob - 2 burners	Y	Y	-	-	-	-	Y	Y	-	-	-	-	Y	Y	Y
單頭氣體煮食爐 Gas hob - 1 burner	Y	Y	Y	-	-	-	Y	Y	Y	-	-	-	Y	Y	Y
電磁爐 Induction hob	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
抽油煙機 Cooker hood	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
蒸焗爐 Combi-steam oven	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	-	-	Y
蒸爐 Steamer	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	Y	-
焗爐 Oven	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	Y	-
洗碗碟機 Dishwasher	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	-	-
咖啡機 Coffee machine	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	Y	-
雪櫃 Fridge freezer	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
洗衣乾衣機 Washer dryer	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	-	Y	Y
洗衣機 Washer	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	-	-
乾衣機 Dryer	Y	-	-	-	-	-	Y	-	-	-	-	-	Y	-	-
酒櫃 Wine cellar	Y	Y	ı	-	•	-	Y	Y	-	-	-	-	Y	Y	-
抽氣扇 Exhaust fan	Y	Y	Y	-	-	-	Y	Y	Y	-	-	-	Y	Y	Y
換氣暖風機 Thermo ventilator	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
電熱水爐 Electric water heater	Y	Y	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	Y
煤氣熱水爐 Gas water heater	Y	Y	Y	-	-	-	Y	Y	Y	-	-	-	Y	Y	Y
空調機Air conditioner unit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

備註: "Y"代表將提供有關設備,"-"則代表不適用。

Note: "Y" denotes the relevant appliance will be provided and "-" denotes "not applicable".

[End of Part 2: Conditions of Sale] [第2部分:出售條款完]

PART 3: OFFER FORM

(To be completed by the Tenderer)

To: The Vendor

1. Offer

I/We (whose name(s) and address(es) specified in the Schedule to this Offer Form), the Tenderer, hereby irrevocably offer to purchase the Property at the purchase price specified in the Schedule to this Offer Form subject to the terms and conditions of this Tender Document and the Conditions of Sale.

2. Binding agreement if offer is accepted

I/We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Letter of Acceptance and the Conditions of Sale) shall constitute a binding agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

3. Address for receipt of acceptance of tender

I/We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of the Letter of Acceptance or return of cashier's order(s) and cheque(s) (if any). The Letter of Acceptance will be deemed to have been duly received on the second working day after the date of posting.

4. Declarations, representations and warranties

I/We hereby declare, represent and warrant to the Vendor as follows:-

- (a) The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within my/our knowledge.
- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property, 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.
- 5. I/We authorize the Vendor to complete the particulars now in blank (if any) in the documents submitted together with this Tender Document.

Schedule to the Offer Form (To be completed by the Tenderer)

Section 1- Particulars of the T	Tenderer			
Name				
ID No. / Passport No. /				
BR No.				
Address/ Registered office				
Hong Kong				
Correspondence address (if				
different from above)				
Contact details	Name			
	Telephone		Fax	
Section 2 - Property and Purc	chase price			
Property	Tower	Floor		Unit
Purchase price (HK\$)				
Cashier's order(s) and	Amount (HK\$)	Bank		Cashier's order(s) / cheque(s) no(s).
cheque(s) (if any)				
(PROVIDED THAT at least				
HK\$5,000,000 shall be paid				

by cashier's order(s))

Section 3 – Payment plan (* Please tick as appropriate) (Please also refer to the list of gifts, financial advantages or benefits in Annex 13)								
	Terms of Payment A (180-day Cash Payment Plan)							
	5% of the purchase price:	being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.						
	95% of the purchase price:	being the balance of the purchase price shall be paid by the Purchaser upon completion within 180 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the property to the Purchaser, whichever is the earlier.						
	Terms of Payment C (360-day Cash Payment Plan)							
	5% of the purchase price:	being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.						
	5% of the purchase price:	being the part payment of the purchase price shall be paid by the Purchaser within 180 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the property to the Purchaser, whichever is the earlier.						
	90% of the purchase price:	being the balance of the purchase price shall be paid by the Purchaser upon completion within 360 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the property to the Purchaser, whichever is the earlier.						
	Terms of Payment D (Stage	e Payment Plan)						
	5% of the purchase price:	being the Preliminary Deposit shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance). The agreement for sale and purchase must be signed by the Purchaser within 5 working days after the date of Letter of Acceptance.						
	5% of the purchase price:	being the part payment of the purchase price shall be paid by the Purchaser within 180 days after the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance), or within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to						
	90% of the purchase price:	assign the property to the Purchaser, whichever is the earlier. being the balance of the purchase price shall be paid within 14 days after the date of the notification to the Purchaser that the Vendor is in a position validly to assign the property to the Purchaser.						

Section 4 - Submission checklist								
The following documents are submitted together with this Tender Document (See paragraph 2(g) of the Tender Notice)								
1.		Tender Document with the Offer Form completed and signed						
2.		(Cashier's order(s) and cheque(s) (if any)					
3.		Т	Cenderer's identification documents					
4.		I	ntermediary's licence (if applicable)					
5.								
	(1)		Declaration of Relationship with the Vendor (undated)					
	(2)		Declaration of Relationship with the Owner (undated)					
	(3)		Warning to Purchasers (undated)					
	(4)		Declaration Regarding Intermediary (undated) (if applicable)					
	(5)		Declaration Regarding No Intermediary (undated) (if applicable)					
	(6)		Personal Information Collection Statement (MTR Corporation Limited) (undated)					
	(7)		Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance (Kerry Real Estate Agency Limited) (undated)					
	(8)		Acknowledgement Letter regarding Vent Shafts of Wong Chuk Hang Depot and Wong Chuk Hang Station (undated)					
	(9)		Acknowledgement Letter regarding Common Areas (undated)					
	(10)		Acknowledgement Letter regarding Option to Purchase Two Car Parking Spaces in the Phase (undated)					
	(11)		Acknowledgement Letter regarding Ceiling Bulkheads and Sunken Slabs (undated)					
	(12)		Acknowledgement Letter regarding Recycle Timber Deck at Private Roof (undated)					

Section 5 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

- 1. The table below set out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
- All the procedures relating to the appointment as the Tenderer's directors have been completed before the date of this Offer Form.
- 3. If we are the successful Tenderer, except with the Vendor's prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer's directors for the period from the date of the Offer Form to the date of the Letter of Acceptance.
- 4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer's directors as set out in the table below.
- 5. The Vendor may refuse to sell the Property to the Tenderer if there shall be any breach in the requirements in this Section.

Dir	Director(s)						
	Hong Kong Identity Card No. /Passport No.						
1.							
2.							
3.							
4.							
5.							

Section 6 - Signature of the Tenderer and witness						
I/We, the Tenderer, have read the entire Tender Document and the documents in the Annexes and completed the Offer Form. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.						
(Note: The Offer Form must be signed by ALL of the individuals comprising the Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)						
Signed by the Tenderer:	Witnessed by:					
X	X					
Name of the authorized signature (if the Tenderer	Name of the witness:					
is a company):						
Date:						

[End of Part 3: Offer Form]
[End of the Tender Document]

第 3 部份:要約表格 (由投標者填寫)

致:賣方

1. 要約

本人/我們(其名稱與地址載於本要約表格的附表)·即投標者·現不可撤銷地提出要約以本要約表格的附表中指明的樓價購買該物業·並受本招標文件及出售條款的條款及細則所約束。

2. 如要約獲接納將構成有效協議

本人/我們同意及聲明·如本投標書獲賣方接納·則在正式合約簽署之前·本招標文件(建同接納書及出售條款) 構成本人/我們與賣方之間按照招標文件訂立的一份具約束力的協議。

3. 收取接受投標書信函的地址

本人/我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接納書或退回銀行本票及支票(如有)的地址。接納書在投郵後的第2個工作日視為已經正式收到。

4. 聲明、陳述及保證

本人/我們現聲明、陳述及保證如下:

- (a) 本要約表格的附表中指明的資料,在本人/我們的所知的範圍內,均為真實及正確。
- (b) 除樓價、提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。
- 5. 本人/我們授權賣方完成連同本招標文件遞交的文件中現在留白的細節(如有)。

投標人須填妥本頁

要約表格的附表 (由投標者填寫)

第 1 節 – 投標者的資料							
名稱							
身份證/護照/商業登記證號碼							
地址/註冊辦事處							
香港通訊地址(如與上面不同)							
聯絡資料	聯絡人						
	電話				傳真		
第 2 節 – 該物業及樓價							

第 2 節 – 該物業及樓價						
物業	座	樓	單位			
樓價 (HK\$)						
銀行本票及支票(如有)	金額 (HK\$)	銀行	本票/支票編號			
(最少港幣 5,000,000 元須以						
銀行本票支付)						

第3節-支付辦法(*請剔適用者)

(請參閱附件 13 - 贈品、財務優惠或利益的列表)

□ **支付條款 A** (180 天現金優惠付款計劃)

樓價 5%: 臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並須於其後 5 個工作天內簽署買賣

合約。

樓價 95%: 樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 180 天內成交時支付,或於賣方就其有能力

將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內支付,以較早者為準。

□ 支付條款 C (360 天現金優惠付款計劃)

樓價 5%: 臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並須於其後 5 個工作天內簽署買賣

合約。

樓價 5%: 部份樓價須於投標書獲賣方接納當日(即接納書的日期)後 180 天內支付,或於賣方

就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的14天內支付,以較早者為準。

樓價 90%: 樓價餘款於投標書獲賣方接納當日(即接納書的日期)後 360 天內成交時支付,或於賣方就其有能力

將物業有效地轉讓予買方一事向買方發出通知的日期後的14天內支付,以較早者為準。

□ **支付條款 D** (建築期付款計劃)

樓價 5%: 臨時訂金於投標書獲賣方接納當日(即接納書的日期)繳付,買方並須於其後 5 個工作天內簽署買賣

合約。

樓價 5%: 部份樓價須於投標書獲賣方接納當日(即接納書的日期)後 180 天內支付,或於賣方

就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內支付‧以較早者為準。

樓價 90%: 樓價餘款於賣方就其有能力將物業有效地轉讓予買方一事向買方發出通知的日期後的 14 天內支

付。

第4節-遞交清單									
以下文件連	以下文件連同本招標文件遞交(詳情見招標公告第 2(g) 段):								
1.		已填妥	及簽署的招標文件及要約表格						
2.		銀行本	票及支票(如有)						
3.		投標者	的身份證明文件						
4.		中介人	的牌照(如適用)						
5.	由投標者	填妥並	簽署的附件的文件:						
	(1)		與賣方關係的聲明 (未有填上日期)						
	(2)		與擁有人關係的聲明 (未有填上日期)						
	(3)		對買方的警告 (未有填上日期)						
(4)			關於中介人的聲明 (未有填上日期) (如適用)						
(5)			關於並無中介人的聲明 (未有填上日期) (如適用)						
	(6)		收集個人資料聲明 (香港鐵路有限公司) (未有填上日期)						
	(7)		客户推廣及個人資料(私隱)條例的通知 (嘉里物業代理有限公司) (未有填上日期)						
	(8)		關於黃竹坑車廠及黃竹坑站通風口的確認書 (未有填上日期)						
	(9)		關於公用地方的確認書(未有填上日期)						
	(10)		關於認購期數內兩個停車位權利的確認書 (未有填上日期)						
	(11)		關於假天花及跌級樓板的確認書 (未有填上日期)						
	(12)		有關私人天台環保木甲板之確認書 (未有填上日期)						

第5節 - 關於公司投標者的聲明(不適用於個人投標者)

我們聲明並同意如下:

- 1. 在本要約表格的日期之時投標者的所有現任董事的資料均已列於下表。
- 2. 所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
- 3. 如我們成為中標者·除非得到賣方事先書面同意·在本要約表格的日期至接納書的日期·投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
- 4. 賣方可在任何時間要求我們提供所有相關商業文件及資料以核實於下表列出的投票者的董事的資料,而投標者必 須遵從該要求並自費提供所有上述文件及資料。
- 5. 如有任何違反本節的規定,賣方有權拒絕將物業出售予投標者。

董事

	名稱	香港身份證號碼/護照號碼
1.		
2.		
3.		
4.		
5.		

第 6 節 - 投標者及見證人的簽署							
本人/我們,即投標者,已閱讀整份招標文件及附件中的文件,並填妥要約表格。本人/我們同意遵守及接受招標文件的條							
款及細則。							
(註:如投標者由多於一人組成,要約表格須由所有組成投格)	票者的人士簽署。如投標者為公司・要約表格須由其獲授權						
人士簽署及蓋上公司印章。)							
投標者簽署:	見證人簽署:						
X	X						
獲授權人士的名稱(如投標者為公司):	見證人名稱:						
日期:							

[第3部份:要約表格完] [招標文件完]

附件

Annexes

(附件不屬於招標文件的一部份。招標者須簽署以下標有"#"號的文件(如適用)並連同招標文件一併遞交。) (The Annexes do not form part of the Tender Document. Documents marked with "#" (if applicable) should be signed and submitted together with the Tender Document.)

1. 與賣方關係的聲明#

Declaration of Relationship with the Vendor#

2. 與擁有人關係的聲明#

Declaration of Relationship with the Owner #

3. 對買方的警告#

Warning to purchasers #

4. 關於中介人的聲明(如適用)#

Declaration Regarding Intermediary (if applicable) #

5. 關於並無中介人的聲明(如適用)#

Declaration Regarding No Intermediary (if applicable)#

6. 收集個人資料聲明 (香港鐵路有限公司) #

Personal Information Collection Statement (MTR Corporation Limited) #

7. 客户推廣及個人資料(私隱)條例的通知 (嘉里物業代理有限公司) #

Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance (Kerry Real Estate Agency Limited) #

8. 關於黃竹坑車廠及黃竹坑站通風口的確認書#

Acknowledgement Letter regarding Vent Shafts of Wong Chuk Hang Depot and Wong Chuk Hang Station #

9. 關於公用地方的確認書#

Acknowledgement Letter regarding Common Areas#

10. 關於認購期數內兩個停車位權利的確認書#

Acknowledgement Letter regarding Option to Purchase Two Car Parking Spaces in the Phase#

11. 關於假天花及跌級樓板的確認書#

Acknowledgement Letter regarding Ceiling Bulkheads and Sunken Slabs #

12. 有關私人天台環保木甲板之確認書#

Acknowledgement Letter regarding Recycle Timber Deck at Private Roof #

13. 贈品、財務優惠或利益的列表

List of gifts, financial advantages or benefits

14. 香港律師會打擊清洗黑錢活動單張

Anti-money Laundering Leaflet of The Law Society of Hong Kong

<u>Declaration of Relationship with the Vendor</u> 與賣方關係的聲明

Vendor	MTR Corporation Limited (as	"Owner")			
賣方	香港鐵路有限公司 (作為「擁有人」) High Crown Holdings Limited (as "Person so engaged")				
	High Crown Holdings Limited	(作為「如此聘用的人」)			
	Note: "Owner" means the legal or bene	eficial owner of the residential properties	s in the Phase, and "Person so engaged"		
	means the person who is engaged by	the Owner to co-ordinate and supervi-	se the process of designing, planning,		
	constructing, fitting out, completing an	nd marketing the Phase.			
	註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。				
The Development and the Phase	Phase 2 of THE SOUTHSIDE (LA MARINA)				
發展項目及期數	港島南岸的第2期 (揚海)				
Property	Tower 座 數	Floor 樓 層	Unit 單 位		
該物業					
Purchaser					
買方					
I.D. /Passport/ B.R. No.					
身份證 / 護照/商業登記證號碼					
Date					
日期					

1. The Purchaser hereby confirms that the Purchaser \square is $/ \square$ is **NOT** a related party to the Vendor for the purpose of the Residential Properties (First-hand Sales) Ordinance.

就《一手住宅物業銷售條例》而言‧買方謹此確認買方□是/□不是 賣方的「有關連人士」。

2. For the purposes of this Declaration, a person is a related party to the Vendor if that person is:

就本聲明而言,如有以下情況,某人即屬賣方的「有關連人士」:

(a) a director of the Vendor, or a parent, spouse or child of such a director; 該人是賣方的董事,或該董事的父母、配偶或子女;

(b) a manager of the Vendor;

該人是賣方的經理;

- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司;
- (d) an associate corporation or holding company of the Vendor;

該人是賣方的有聯繫法團或控權公司;

- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or 該人是上述有聯繫法團或控權公司的董事,或該董事的父母、配偶或子女;或
- (f) a manager of such an associate corporation or holding company.

該人是上述有聯繫法團或控權公司的經理。

3. The Purchaser hereby declares and confirms that the above information provided is true and accurate. If any information as provided by the Purchaser needs to be revised or has been changed, the Purchaser agrees and undertakes to notify the Vendor as soon as possible.

買方謹此聲明及確認上述提供之資料為真實及準確。如任何買方提供之資料須要修正或已更改,買方同意及承諾盡快 通知賣方。

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

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser 買方簽署	
<i>g</i> ,	

Note 備註:

- 1. "Manager" has the meaning given by the Companies Ordinance (Cap.622) which, in relation to a company, means a person who performs managerial functions in relation to the company under the directors' immediate authority.
 - **"經理"** 具有《公司條例》(第 622 章) 給予該詞的涵義·即就一間公司而言·指在董事的直接權限下就該公司執行管理職能的人。
- 2. "Private company" has the meaning given by the Companies Ordinance (Cap.622) which means a company which by its articles (a) restrict a member's right to transfer shares; and (b) limit the number of members to 50, not including persons who are in the employment of the company and persons who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee; and (c) prohibit any invitation to the public to subscribe for any shares or debentures of the company.
 - "**私人公司**"具有《公司條例》(第622章)給予該詞的涵義·即指一間藉其章程細則作出下列規限的公司:(a)限制成員轉讓股份的權利;及(b)將成員最高人數限於50人·但不包括本身是有關公司僱員的成員·亦不包括曾同時是成員及有關公司僱員·但於不再是該公司僱員後仍繼續是成員的人;及(c)禁止邀請公眾人士認購該公司的任何股份或債權證。
- 3. "Associate corporation" means (a) a subsidiary of the Vendor or (b) a subsidiary of a holding company of the Vendor. "Subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622). Under the Companies Ordinance, a company shall generally be deemed to be a subsidiary of another company, if:-
 - (a) that other company-
 - (i) controls the composition of the board of directors of the first-mentioned company; or
 - (ii) controls more than half of the voting rights of the first-mentioned company; or
 - (iii) holds more than half of the issued share capital of the first-mentioned company (excluding any part of it which carries no right to participate beyond a specified amount in a distribution of profits or capital); or
 - (b) the first-mentioned company is a subsidiary of any company which is that other company's subsidiary.
 - "**有聯繫法團"**指 (a)賣方的附屬公司或 (b)賣方的控權公司的附屬公司。"**附屬公司"**指《公司條例》(第 622 章) 所指的附屬公司。根據《公司條例》,一間公司一般來說須當作為另一間公司的附屬公司,如:-
 - (a) 該另一間公司-
 - (i)控制首述公司的董事局的組成;或
 - (ii)控制首述公司的過半數的表決權;或
 - (iii)持有首述公司的過半數已發行股本(所持股本中·如部分在分派利潤或資本時無權分享超過某一指明款額之部分·則該部分不計算在該股本內);或
 - (b) 首述的公司是一間公司的附屬公司,而該間公司是上述另一間公司的附屬公司。
- 4. "Holding company" means, for the purpose of the Vendor, a company of which the Vendor is a subsidiary.
 - "控權公司"指(就賣方而言)一家公司而賣方為該公司的附屬公司。

Annex 2 附件2

<u>Declaration of Relationship with the Owner</u> 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				
Note: "Owner" means the legal or benefic	ial owner of the residential properties in	the Phase.			
註:「擁有人」指期數中的住宅物業的]法律上的擁有人或實益擁有人。				
The Development and the Phase	Phase 2 of THE SOUTHSIDE	(LA MARINA)			
發展項目及期數	港島南岸的第2期(揚海)				
Property	Tower 座 數	Floor 樓 層	Unit 單 位		
該物業					
Purchaser	1.	2.			
買方	3. 4.				
I.D. / Passport/B.R. No.	1.	2.			
身份證 / 護照/商業登記證號碼	3.	4.			
Date					
日期					

請於下表中適用的方格內填上「✓」號及所需資料,以確認與擁有人是否有相關關係。

Please fill in the appropriate box(es) in the table below with a " \checkmark " together with the required information to confirm the existence of the relationship(s) concerned with the Owner or otherwise.

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

7.	擁有	同人經理的配偶 a spouse of a manager of the Owner			
	有關	層經理的姓名 name of the manager:	1	-	0
	隸屬	屬部門 department:			
		鈁 job title:			
8.		与人經理的子女 a child of a manager of the Owner			
	有關	層經理的姓名 name of the manager:			
		· · · · · · · · · · · · · · · · · · ·			
		舒 job title:			
9.		 \公司 -			
		ivate company -			
		而擁有人的董事屬其董事或股東			
	(a)	of which a director of the Owner is a director or shareholder			
		有關董事的姓名 name of the director:			
	(1.)	而擁有人董事的父母屬其董事或股東			
	(b)	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			
	(0)	有關董事的姓名 name of the director:			
	(d)	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:			
		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			
	(e)	有關經理的姓名 name of the manager:			
		隸屬部門 department:			
		職 銜 job title:			
		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			
	(f)	有關經理的姓名 name of the manager:			
		隸屬部門 department:			
		職 銜 job title:			
		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			
	(g)	有關經理的姓名 name of the manager:			П
	(g)	隸屬部門 department:			
		職 銜 job title:			
		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			
	(h)	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:		
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:		
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:		
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:		
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:		
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:		

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:		
	company:		
	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.

Signed by the Purchaser 買方簽署				
	1. 2.			
	3. 4.			

WARNING TO PURCHASERS 對胃亡的整生

The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSIDE (LA MARINA) 港島南岸的第 2 期(揚海)				
Property	Tower 座 數	Floor 樓 層	Unit 單 位		
該物業					
Purchaser					
買方					
I.D. / Passport/B.R. No.					
身份證 / 護照/商業登記證號碼					

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。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof. 我 / 我們已收到此警告之副本及完全明白此警告之內容。

Dated this 公曆	年	day of 月	20 日	
Signed by t	he Purch	aser 買方簽署		

Declaration Regarding Intermediary

關於中介人的聲明

Vendor	MTR Corporation Limited (as	"Owner")		
 賣方	香港鐵路有限公司 (作為「擁有人」)			
	High Crown Holdings Limited (as "Person so engaged")			
	High Crown Holdings Limited	1(作為「如此聘用的人」)		
		,		
	Note: "Owner" means the legal or ben	eficial owner of the residential propertie	es in the Phase, and "Person so engaged"	
		*	ise the process of designing, planning,	
	constructing, fitting out, completing a	•		
	註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。			
The Development and the Dhage				
The Development and the Phase	Phase 2 of THE SOUTHSIDE (LA MARINA)			
發展項目及期數	港島南岸的第2期(揚海)			
Property			BB ()	
該物業	Tower 座 數	Floor 樓 層	Unit 單 位	
以 彻 未				
Purchaser		l		
買方				
I.D. /Passport/ B.R. No.				
身份證 / 護照/商業登記證號碼				
Intermediary	(公司名稱)			
中介人	AL 호 / TITE			
	(地產代理姓名)			
EA Licence No.				
地產代理牌照號碼				
Date				
日期				

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

買方及中介人謹此確認及聲明如下:

1. The Purchaser is introduced by the Intermediary to the Vendor's sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.

買方是經由中介人介紹到賣方的售樓處簽署購買該物業的臨時買賣合約。

- 2. The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, representation or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations or undertaking made by the Intermediary. 中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、陳述或承諾,無論在任何情況下賣方均無須亦不會就中介人所作出的任何協議、陳述或承諾向買方、中介人或任何其他人負責。
- 3. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。
- 4. The Vendor is not and will not be involved in any disputes between the Purchaser and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the Formal Agreement for Sale and Purchase.

買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約進行。

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

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。

Declaration Regarding No Intermediary

關於並無中介人的聲明

Vendor	MTR Corporation Limited (as	"Owner")		
賣方	香港鐵路有限公司(作為「擁有人」)			
	High Crown Holdings Limited (as "Person so engaged")			
	High Crown Holdings Limited (作為「如此聘用的人」)			
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "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.			
	註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌			
The Development and the Phase	和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。 Phage 2 of THE COLUTION (I.A. MARINA)			
發展項目及期數	Phase 2 of THE SOUTHSIDE (LA MARINA) 港島南岸的第 2 期(揚海)			
50. 位均口及州数	/Emith-Hin 5 W(180/4)			
Property	Tower 座 數	Floor 樓 層	Unit 單 位	
該物業	10 (101 / 12)	THOSE IS A		
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 confirm and declare 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該物業的臨時買賣合約,不經任何中介人參與。
- 2. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該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. The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption. 除樓價、更改買賣合約及提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。
- 4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

	加木文件:	ク中英文文本有任何歧義	,一切以革文文木為淮。
--	-------	-------------	-------------

Signed by the Purchaser 買方簽署	

Annex 6 附件 6

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」)

The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSIDE (LA MARINA) 港島南岸的第 2 期(揚海)		
Property	Tower 座 數	Floor 樓 層	Unit 單 位
該物業			
Purchaser			
買方			
I.D. / Passport/B.R. No.			
身份證 / 護照/商業登記證號碼			
Date			
日期			

1. 閣下的私隱 Your Privacy

- 1.1 香港鐵路有限公司 (MTR Corporation Limited) (「**港鐵公司**」、「**擁有人**」、「**我們**」或「**我們的**」)在收集、儲存、使用及傳送個人資料時,尊重閣下的法定私隱權利,而本聲明則說明我們的私隱實務。我們的政策是須遵守香港特別行政區法例的《**個人資料(私隱)條例**》(第 486 章)及由私隱專員所發出的所有適用的相關實務守則及指引的規定。藉此,我們將確保屬下的職員會符合保安及保密方面最嚴格的標準。
 - MTR Corporation Limited (香港鐵路有限公司) ("MTR Corporation", "Owner", "we", "our" or "us") respects your legal rights of privacy when collecting, storing, using and transmitting personal data and this PICS explains our privacy practices. It is our policy to comply with the requirements of the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of the Hong Kong Special Administrative Region and all applicable related codes of practice and guidance notes issued by the Privacy Commissioner. In doing so, we will ensure compliance by our staff with the strictest standards of security and confidentiality.
- 1.2 請細閱下文,以便理解我們在如何處理閣下的個人資料方面的政策及實務。在我們認為有需要時,可不時修訂或以其他方式更改本政策,但我們將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 your personal data will be treated. This policy may from time to time be revised or otherwise changed where we deem necessary but we will give you advance notice of any such revision or change.
- 1.3 在本聲明內,「個人資料」指任何個人識別資料或敏感資料(例如姓名、職業、地址、聯絡資料、身份證或護照號碼、信用卡資料、閣下的年齡、閣下的婚姻狀況、閣下的僱主、閣下的收入),而可切實可行地從該資料確定個別人士的身份。
 - In this PICS, "personal data" means any personally identifying information or sensitive data (such as names, occupations, addresses, contact details, ID Card or Passport numbers, credit card information, your age, your marital status, your employer, your income) from which it is practicable for the identity of an individual to be ascertained.
- 1.4 如果本聲明的英文版本與中文版本有任何不符、應以英文版本為準。
 - If there is any inconsistency between the English and Chinese version of this PICS, the English version shall prevail.
- 2. 我們將會使用閣下的個人資料作何等用途 Purposes for which we will use your personal data
- 2.1 當閣下與港鐵公司接洽,以購買或租賃我們其中一個物業發展項目內的物業時,我們會收集閣下的個人資料。當閣下首次聯絡 我們查詢有關物業的事宜時或當閣下為購買或租賃物業而簽署協議時,閣下的個人資料可能會被收集。
 - We collect your personal data when you engage with MTR Corporation with a view to purchasing or leasing a property in one of our property developments. The collection of your personal data may occur when you first contact us to enquire about a property or when you sign an agreement to purchase or lease a property.
- 2.2 我們可能將閣下的個人資料用作的用途分為**強制性用途**及**自願性用途**。如果個人資料是用作**強制性用途,閣下必須向我們提供閣下的個人資料**。如果個人資料只是用作**自願性用途**,閣下可完全自願決定是否希望向我們提供該資料。

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

- A 閣下必須提供閣下的個人資料所作的用途為
 - Purposes for which it is **obligatory** for you to provide your personal data are:
- (a) 磋商及完成購買或租賃物業所涉及的所有步驟,包括但不限於簽署及登記合約及其他法律文件; all the steps involved in negotiating and completing the purchase or lease of a property, including but not limited to signing and registering contracts and other legal documentation;
- (b) 處理發出帳單及付款、釐定尚欠款額,以及(如有需要)向閣下及就閣下的債務提供抵押或擔保的人士收取尚欠付款; processing billing and payment, determining amounts outstanding, and, if necessary, collection of outstanding payments from you and persons providing security for or guarantees of your obligations;
- (c) 處理及跟進服務電話通話、查詢及投訴;
 - handling and following up service calls, enquiries and complaints;

- (d) 核實閣下的身份;
 - verification of your identity;
- (e) 符合根據 (i) 對港鐵公司及其附屬公司和相關聯公司(合稱為「港鐵集團」)具有約束力的任何法律及 (ii) 由監管機構或 其他機構(包括行業及自律監管團體)所發出而港鐵公司或港鐵集團公司有責任或被期望遵守的任何指引、規 例、守則或其他措施所規定而作出披露的責任、規定、建議或指示;
 - complying with obligations, requirements, recommendations and instructions to make disclosure under (i) any law binding on MTR Corporation and its subsidiaries and affiliates (collectively, "MTR Group") and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or MTR Group companies are obliged or expected to comply;
- (f) 使港鐵公司一切或部份業務的實際或擬定受讓人、承轉人或繼承人能夠評估相關的交易;
 - enabling an actual or proposed assignee, transferee or successor of MTR Corporation of all or part of its business to evaluate the relevant transaction;
- (g) 與任何上述用途直接有關的用途。
 - purposes directly relating to any of the above purposes.
- B 閣下可**自願**提供閣下的個人資料所作的用途為

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

不適用 Not Applicable

3 披露 Disclosure

3.1 若我們向閣下收集個人資料,我們將會

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

- (a) (以本聲明或以獨立通知)告知閣下我們正在如此行事及我們會將我們收集的該等個人資料作何等用途; tell you (by way of this PICS or by a separate notification) that we are doing so and the use that we will make of such personal data we collect;
- (b) 如屬有關的話,給予閣下機會反對閣下的個人資料被用作某特定用途;及 where relevant, give you the opportunity to object to a particular use of your personal data; and
- (c) 告知閣下我們將會如何儲存閣下的個人資料及閣下可如何查閱、更改及刪除我們已儲存的個人資料。
 - tell you how we will store your personal data and how you can review, change and delete the personal data we have stored.
- 3.2 我們將採取所有切實可行的步驟,以保密閣下的個人資料,但我們可向下列人士轉移/轉讓該等資料:

We will take all practicable steps to keep your personal data confidential but we may transfer/assign such data to the following parties:

- (a) 如果港鐵公司決定出售其業務的任何相關部分,則向港鐵公司就閣下的個人資料所享有權利的任何實際或擬定受讓人、承轉人或繼承人;
 - if MTR Corporation decides to sell any relevant part of its business, to any actual or proposed assignee, transferee or successor of or to MTR Corporation's rights in respect of your personal data;
- (b) 向我們所聘用以發展包含我們正在出售及租賃物業之發展項目的人士,及向我們擔保或保證其建築責任的其他人士; to persons whom we have employed to develop the development containing the property we are selling and leasing, and other persons guaranteeing or securing their construction obligations to us;
- (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、承辦商或第三方服務提供者 該等服務提供者可包括(但不限於)在出售或租賃物業方面代表我們行事的律師,或者協助我們或包含我們正在出售及租賃物業之港鐵物業發展項目的擁有人促銷物業、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 the MTR Corporation with respect to the operation of its business and the fulfilment of the purposes listed in paragraph 2 above such service providers may include (but are not limited to) solicitors acting for us on the sale or lease of a property or parties assisting us with the marketing, management or administration of properties;
- (d) 根據 (i) 對港鐵公司或其他港鐵集團公司具有約束力的任何法律及 (ii) 由監管機構或其他機構(包括行業及自律監管團體)所發出而港鐵公司或任何其他港鐵集團公司有責任或被期望遵守的任何指引、規例、守則或其他措施規定,港鐵公司有責任向其作出披露的任何人士;
 - any person to whom MTR Corporation is under an obligation to make disclosure under the requirements of (i) any law binding on MTR Corporation or other MTR Group companies and (ii) any guidelines, regulations, codes or other measures issued by regulatory or other authorities (including industry and self-regulatory bodies) with which MTR Corporation or any other MTR Group companies are obliged or expected to comply;
- (e) 向閣下已明示同意我們可向其披露閣下的個人資料的其他方。 to entities to whom you have expressly agreed that we may disclose your personal data.

4. 保安 Security

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

Except as mentioned in paragraph 3 above, your personal data, however stored, will be accessed only by our employees, agents or

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

4.2 如果在任何時候,閣下的個人資料被轉移至另一伺服器儲存,該等資料將不獲加密,因此可以被第三方查閱。
If at any time your personal data is transferred to another server for storage, it will not be encrypted and therefore may be accessible to third parties.

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

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

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

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

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

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

法律部

個人資料私隱主任 (註明「保密」字樣)

地址:香港九龍九龍灣德福廣場港鐵總部大樓

電郵: PDPO@mtr.com.hk

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

資料的保留 Retention of Data

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

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

9. 確認 Acknowledgement

請在下方簽署以示閣下理解及同意以上條文。

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

Signed by the Purchaser 買方簽署	

Notice to customers relating to direct marketing and the Personal Data (Privacy) Ordinance (Kerry Real Estate Agency Limited)

<u>客</u>	□推廣及個人資料(私隱)條	例的通知 (嘉里物業代	世有限公司)	_
The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSI 港島南岸的第 2 期(揚海)	DE (LA MARINA)		
Property	Tower 座 數	Floor 樓 層		Unit 單 位
該物業	10.00	11001 12 11		
Purchaser 買方		1		
I.D. / Passport/B.R. No. 身份證 / 護照/商業登記證號碼				
Date 日期				
It may be necessary for Kerry Repreliminary agreement for sale and your name, telephone number and services to you. You agree and corshall be agreed between you and u required by law from time to timinformation as per our request (colland our policies and practices within accordance with the Personal Dalso have the right to access and caddress below. 為向閣下提供或持續提供有關服理中提供的個人資料,包括但不關於處理閣下的申請及為閣下提供的個人資料,包括但不屬於處理閣下的申請及為閣下提供自由提供予嘉里所要求的其他資人資料的收集、使用、保留、披露知中的規定一致。閣下可書面聯	d purchase of the Property purd correspondence address in a sent that the personal informs including but not limited to e. Apart from the said information lectively referred to as "personal respect to the collection, us that (Privacy) Ordinance (Castorrect your personal data here with the property of	order to enable us to nation provided by you oprocessing your application, you are free to nal data"). We shall kee e, retention, disclosure, p. 486, Laws of Hong old by our Privacy Offic (「嘉里」)可能需使用閣及通訊地址。閣下同意閣下向嘉里提供的個人將」)。我們在任何的策和慣常做法將與香港之聯絡人(地址在下文技术	ary Agreement' provide or con to us may be u cation and provo provide us were your personate, security and action and are security and action time to the conformation of the conformatio	') including but not limited to tinue to provide the relevant used by us for the purposes as ision of services to you or as with other additional personal data confidential at all times ccess of personal data will be as set out in this Notice. You or time by writing to us at the 臨時買賣合約(「臨時合約」) 雙方同意的目的包括但不限文所述的資料外,閣下亦可下的個人資料保密。有關個這個人資料(私隱)條例和本通或更正閣下的個人資料。
Kerry intends to use your personal the said personal data provided by purpose of direct marketing of propersonal data without your consent notify Kerry Real Estate Agency any time. No fees will be charged. described above. Please sign at the personal data not acceptable, pleas 嘉里擬使用閣下於臨時合約所提個人資料之任何更新資料)給「業的最新消息作直銷用途・但我嘉里使用閣下的個人資料作上述鰂魚涌英皇道683號嘉里中心25本文最後部份簽署表示閣下同意 I/We object to the proposed 取反對使用本人/吾等的個人資	y you to Kerry from time to perties of the Phase (if any) at. If you do not consent to the Limited (Address: 25/F, Ker You may also request access at end of this statement to induce indicate your objection before 供的個人資料(只限姓名、嘉里物業代理有限公司」沒得他在未得到閣下的同意之證服務及產品的推廣直銷用沒數,無須支付任何手續費如此使用閣下的個人資料如此使用閣下的個人資料如此使用閣下的個人資料如此使用閣下的個人資料如此使用閣下的個人資料如此使用財內之物業的直接	o time in future) as provia phone calls, sms and he use of your personary Centre, 683 King's I to and make correction icate your agreement to ore signing by ticking t 電話號碼及通訊地址透過電話、電話短訊及通電話、電話短訊及通電話、電話短訊及通電話、電話短訊及前不能如此使用閣下的途、閣下可以上述方式。如閣下不同意,請在	vided in the Pr d/or direct mail al data for such Road, Quarry B n to your person o such use. Shoothe box below. ·包括將來閣 分域郵寄方式為 的個人露里物第 式運來的 式要求查閱及 E以下空格加上	reliminary Agreement for the s, but we will not so use your purpose in the future, please bay, Hong Kong) in writing at all data in the same manner as uld you find such use of your 下不時向嘉里提供該等上述為閣下提供有關期數內之物如閣下於將來任何時間不欲養代理有限公司(地址:香港更正閣下的個人資料。請在上「✓」,然後簽署。
Signed by the Purchaser 買方簽	署			

Acknowledgement Letter regarding Vent Shafts of Wong Chuk Hang Depot and Wong Chuk Hang Station 關於黃竹坑車廠及黃竹坑站通風口的確認書

Vendor 賣方	MTR Corporation Limited (as "O香港鐵路有限公司 (作為「擁有High Crown Holdings Limited (和High Crown Holdings Limited (作Note: "Owner" means the legal of and "Person so engaged" means supervise the process of designarketing the Phase. 註:「擁有人」指期數中的住宅	i人」) s "Person so engaged") 序為「如此聘用的人」) or beneficial owner of the reside the person who is engaged by t ning, planning, constructing,	he Owner to co-ordinate and fitting out, completing and	
	人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。			
The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSIDE (L. 港島南岸的第 2 期(揚海)	A MARINA)		
Property 該物業	Tower 座數	Floor 樓層	Unit 單位	
Purchaser 買方				
I.D. / Passport / B.R. No. 身份證/護照 /商業登記證號 碼				
Date 日期				

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement") of the Property that:-

本人/吾等作為下方簽署人,特此確認本人/吾等在簽署該物業的臨時買賣合約(「臨時合約」)前明白和接納:

1. The locations as shown coloured blue on the layout plan annexed hereto (for identification purpose only) are the vent shafts of the Wong Chuk Hang Depot and Wong Chuk Hang Station forming part of the Development. Such vent shafts may affect the view from the Property and/or the enjoyment of the Property. 於本確認信附來的布局圖(僅作識別之用)中以藍色標示的位置為構成發展項目一部分的黃竹坑車廠及黃竹坑站的通風口。

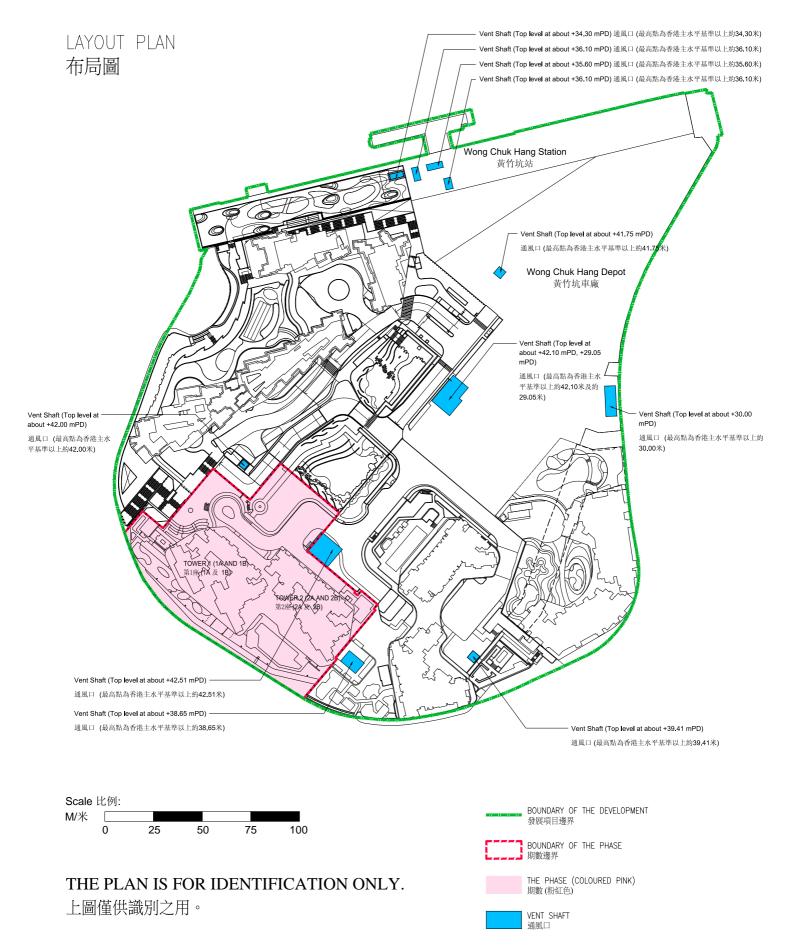
於本確認信附來的布局圖(僅作識別之用)中以監色標示的位置為構成發展項目一部分的黃竹坑車廠及黃竹坑站的通風口。 該等通風口有可能影響該物業的景觀及/或對該物業的享用。

- 2. I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase. 本人/吾等對上述事項無任何反對,並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
- 3. In the event of any conflict or discrepancy between the Chinese and English versions of this letter, the English version shall prevail. 如本函之中英文文本有任何歧義,一切以英文文本為準。

After due and careful consideration of the contents of this letter, I/we hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of and accept and agree the above.

經適當及仔細考慮本函內容後,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及同意上述事項。

Signed by the Purchaser 買方簽署	



THE PLAN IS FOR SHOWING THE LOCATIONS AND LEVELS OF ALL VENT SHAFTS OF WONG CHUK HANG DEPOT AND WONG CHUK HANG STATION ONLY. THE PLAN DOES NOT REFLECT THE LATEST CONDITIONS OF OTHER MATTERS.

上圖僅顯示黃竹坑車廠及黃竹坑站所有通風口的位置及高度,並不反映其他事項之最新狀況。

Acknowledgement Letter regarding Common Areas 關於公用地方的確認書

Vendor	MTR Corporation Limited (as	"Owner")		
賣方	香港鐵路有限公司(作為「擁有人」)			
	High Crown Holdings Limited (as "Person so engaged")			
	High Crown Holdings Limited (作為「如此聘用的人」)			
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "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. 註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。			
The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSIDE (La Marina) 港島南岸的第 2 期(揚海)			
Property 該物業	Tower 座數	Floor 樓層	Unit 單位	
1277元				
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 confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the "Preliminary Agreement") of the Property that:-

本人/吾等作為下方簽署人,特此確認本人/吾等在簽署該物業的臨時買賣合約(「臨時合約」)前明白和接納:

1. The Phase is constructed on Site B of Aberdeen Inland Lot No.467 ("the Lot") held under the Conditions of Exchange No.20304 ("the Government Grant").

期數乃建於香港仔內地段第467號(「該地段」)之B地盤,該地段是根據換地條件書第20304號(「批地文件」)批授。

- 2. I/We acknowledge and confirm that I/We note the information about the Phase (including, but not limited to, the public 24 hours covered pedestrian walkway within the Phase, and the public open space and public facilities in the Development) prior to my/our signing of the Preliminary Agreement of the Property.
 - 本人/吾等確認本人/吾等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 24 小時公眾有蓋行人通道,及有關發展項目之公眾休憩用地及公共設施)。
- 3. I/We hereby further acknowledge and confirm our understanding that under the Principal Deed of Mutual Covenant and Management Agreement of the Development ("the PDMC"), the owners of the Phase are liable to contribute towards the costs and expenses incurred for the management and maintenance of the "Estate Common Areas", Estate Common Services and Facilities", "Residential Development Common Areas" and/or "Residential Development Common Services and Facilities" (all of which are as defined in the PDMC) which shall be gradually formed and increased during the period of construction of the Development and therefore the management fee payable by the owners of the Phase may be increased in the future.
 - 本人/吾等同時謹此確認知悉,根據發展項目的主公契及管理協議(「**主公契**」),期數業主須分擔「屋苑公用地方」、「屋苑公用服務與設施」、「住宅發展項目公用地方」及/或「住宅發展項目公用服務與設施」(根據主公契定義)之管理及維修之費用。該等公用地方及公用服務與設施將在整個發展項目的建築期間逐步形成及增加,故期數業主將來須支付之管理費用將有可能因此上調。
- 4. I/We have been advised by the Vendor to refer to the Government Grant and the latest drafts of the PDMC and the Sub-Deed of Mutual Covenant of the Phase approved by the Director of Lands prior to my/our signing of the Preliminary Agreement of the Property, copies of which are available for inspection at the sales office of the Phase.
 - 本人/吾等已獲賣方建議在簽署該物業的臨時合約前參閱批地文件及經地政總署署長批核的主公契及期數副公契最新擬稿,其副本已於期數的售樓處內提供。
- 5. I/We have agreed to purchase the Property with full knowledge of the above and shall fully observe and comply with the same without any objection to the Vendor or the Government.
 - 本人/吾等同意購入該物業時已完全知悉上述條文,並不會向賣方或政府作出任何反對。

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

After due and careful consideration of the contents of this letter, I/we hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of and accept and agree the above. 經適當及仔細考慮本函內容後,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及同意上述事項。

Signed by the Purchaser 買方簽署			

Annex 10 附件 10

Acknowledgement Letter regarding Option to Purchase Two Car Parking Spaces in the Phase 關於認購期數內兩個停車位權利的確認書

Vendor	MTR Corporation Limited (as "Owner")			
賣方	香港鐵路有限公司(作為「擁有人」)			
	High Crown Holdings Limited (as "Person so engaged")			
	High Crown Holdings Limited (#	F為「如此聘用的人」)		
	6 (II /// /APA//\\)			
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase,			
	and "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. 註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。			
The Development and the Phase	Phase 2 of THE SOUTHSIDE (L.	A MARINA)		
發展項目及期數	港島南岸的第2期(揚海)			
Property	Tower 座數	Floor 樓層	Unit單位	
該物業		(X/G		
Purchaser			L	
買方				
I.D. / Passport / B.R. No.				
身份證/護照/商業登記證號				
碼				
Date				
日期				

SUBJECT TO CONTRACT 受制於合約

- 1. Reference is made to the purchase of the Property by the Purchaser and the Preliminary Agreement for Sale and Purchase dated the above date ("PASP") made between the Purchaser and the Vendor.

 本確認書有關買方購買該物業及買方和賣方於上述日期訂立的臨時買賣合約 ("臨時合約")。
- 2. Subject to contract and pursuant to the following terms and conditions, the Purchaser shall have an option to purchase at most TWO Car Parking Spaces in the Phase ("Carpark Purchase Option"). 受制於合約及按下列條款及條件,買方將擁有認購期數內最多兩個停車位之權利("車位認購權")。
- 3. The Purchaser must decide whether to purchase the Car Parking Space(s) in the Phase and must enter into the relevant sale and purchase agreement(s) within the period as prescribed by the Vendor ("Prescribed Period"), failing which the Purchaser will be deemed to have given up the Carpark Purchase Option. The Carpark Purchase Option is not transferrable. Price List and sales arrangements of the Car Parking Space(s) will be determined by the Vendor at its sole and absolute discretion and will be announced later. The arrangement in this acknowledgement is subject to contract. The decision as to whether and when to offer to sell any Car Parking Space(s) and the terms of such offer are subject to the sole discretion of the Vendor. 買方須依照賣方所訂之時限("訂明時限")決定是否購買期數的停車位及簽署相關買賣合約,逾時作棄權論。車位認購權不得轉讓。停車位之價單及銷售安排詳情將由賣方全權及絕對酌情決定,並容後公佈。列於本確認書中的安排以達成協議方作實。將停車位要約出售與否以及何時要約出售,以及要約條款,一概由賣方全權決定。
- 4. For the avoidance of doubt, should the Purchaser fail to exercise the Carpark Purchase Option within the Prescribe Period, the Purchaser shall not be entitled to any remedy or damages whatsoever and the provisions of the PASP and/or the subsequent formal agreement for sale and purchase of the Property shall not be affected. 為免存疑,如買方沒有於訂明時限內行使車位認購權,買方無權享有任何補償或損害賠償,且不影響該物業的臨時合約及/或其後的正式買賣合約的條款。
- 5. Nothing herein shall constitute any binding obligation on the Vendor's part to sell or offer to sell any Car Parking Space(s) in the Phase or any contract or agreement for sale whatsoever or create any right or interest of and in any Car Parking Space(s) in the Phase.
 - 本附函並不對賣方構成任何具約束力的責任出售或要約出售期數的任何停車位或任何買賣合約或協議,且不就期數的任何停車位構成任何權利或權益。

shall prevail.	- 無八葉寺原寺寺港 -	
本確認書之中文譯本僅供參考之用,如有歧義,	一概以央义原义局华。	
Signed by the Purchaser 買方簽署		

6. The Chinese version of this Acknowledgement Letter is for information only and in case of inconsistency, the English version

Acknowledgement Letter regarding Ceiling Bulkheads and Sunken Slabs 關於假天花及跌級樓板的確認書

	1	•••		
Vendor	MTR Corporation Limited (as "Owner")			
賣方	香港鐵路有限公司 (作為「擁有人」)			
	High Crown Holdings Limited (as "Person so engaged")			
	High Crown Holdings Limited (作為「如此聘用的人」)			
	Note: "Owner" means the legal or beneficial owner of the residential properties in the Ph and "Person so engaged" means the person who is engaged by the Owner to co-ordinate supervise the process of designing, planning, constructing, fitting out, completing marketing the Phase. 註:「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」			
	有人 脾田以絞箋和監管期數的設計。	、 相割、 建造、 基置、 完成 及	紛售過程的 \ 十。	
The Development and the Phase 發展項目及期數	聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。 Phase 2 of THE SOUTHSIDE (LA MARINA) 港島南岸的第 2 期(揚海)			
Property	Tower 座 數	Floor 樓 層	Unit 單位	
該物業				
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 confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase (the "Preliminary Agreement") of the Property that :-

本人/吾等作為下方簽署人,特此確認本人/吾等在簽署該物業的臨時買賣合約(「臨時合約」)前明白和接納:

1. There may be ceiling bulkheads and/or sunken slabs in the Property for the air-conditioning system and/or mechanical and electrical services. The actual floor-to-ceiling height of different parts of the Property may vary due to structural and building services design requirement, which shall be subject to the actual as-built condition. For floor-to-ceiling height between concrete structures, please refer to the approved structural framing plans. For details, please refer to the latest approved building plans of the Phase available for inspection free of charge at the sales office or make enquiries with the Vendor.

該物業內可能有假天花及/或跌級樓板以裝置冷氣喉管及/或其他機電設備。該物業不同部分的實際樓 底高度(地面量度至天花板計)可能會因應結構及屋宇設備之設計需要而有差異,並以實際落成狀況為準。有關混凝土結構之間的 樓底高度,請參閱經批核的建築結構圖則。詳情請參閱於售樓處可供免費閱覽的期數的最新經批核圖則或向賣方作出

2. There may be exposed pipes / ductings for air-conditioning system and/or mechanical and electrical services within the Property.

該物業內可能有冷氣及/或機電設備之外露喉管/管道。

- 3. Without prejudice to the generality of the foregoing provisions, the approximate floor-to-ceiling heights of the specific part(s) of the Property (between the underside of any architectural bulkhead and/or false ceiling at the floor which the Property situates and the top surface of the floor finishing of the Property) are shown on the floor plan(s) attached hereto for identification purpose only, which may vary subject to the actual as-built condition. 在無損上述條款一般性的基礎上,該物業的特定部份的大約樓底高度(即該物業所處樓層之建築假陣及/或假天花底部與該物業地台裝飾表面之間的高度)已於本函附圖顯示以供識別之用,以實際落成狀況為準。
- 4. This letter shall not prejudice the Preliminary Agreement nor the Agreement, including without limitation the right of the Vendor under the Agreement to amend the building plans and the generality of that right. 本函並不影響臨時合約及買賣合約,包括但不限於買賣合約下賣方更改建築圖則的權利及該權利之概括性。
- 5. I/We have been advised that I/we should seek independent legal advice before signing this letter, and I/we confirm that I/we have either already sought such independent legal advice, or that I/we fully understand the legal effect of this letter and the consequence thereof and have decided not to seek independent legal advice despite every opportunity having been offered to me/us to do so.

本人/吾等已獲建議本人/吾等應於簽署本函前徵詢獨立法律意見,而本人/吾等確認本人/吾等已經如此徵詢上述獨立法律意見,或本人/吾等完全明白本函的法律效力及其後果且決定即使已獲給予一切機會亦不會徵詢獨立法律意見。

6. I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.

本人/吾等對上述事項無任何反對,並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。

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

如本函之中英文文本有任何歧義,一切以英文文本為準。

After due and careful consideration of the contents of this letter, I/we hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of and accept and agree the above.

. 經適當及仔細考慮本函內容後,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及同意上述事項。

Signed by the Purchaser	買方簽署



NOTES 備註

- 1. The plan is for identification only. 上圖僅供識別之用。
- 2. The plan is for showing the approximate floor-to-ceiling height of certain part(s) of the Property only and may not reflect the latest conditions of other matters. 上圖僅供顯示該物業個別部分的大約樓底高度,未必反映其他事項之最新狀況。



NOTES 備註

- 1. The plan is for identification only. 上圖僅供識別之用。
- 2. The plan is for showing the approximate floor-to-ceiling height of certain part(s) of the Property only and may not reflect the latest conditions of other matters. 上圖僅供顯示該物業個別部分的大約樓底高度,未必反映其他事項之最新狀況。

Acknowledgement Letter regarding Recycle Timber Deck at Private Roof 有關私人天台環保木甲板之確認書

Vendor 賣方	MTR Corporation Limited (as "Owner") 香港鐵路有限公司 (作為「擁有人」) High Crown Holdings Limited (as "Person so engaged") High Crown Holdings Limited (作為「如此聘用的人」) Note: "Owner" means the legal or beneficial owner of the residential properties in the Phase, and "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. 註: 「擁有人」指期數中的住宅物業的法律上的擁有人或實益擁有人、「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售過程的人士。		
The Development and the Phase 發展項目及期數	Phase 2 of THE SOUTHSIDE (La Marina) 港島南岸的第 2 期(揚海)		
Property 該物業	Tower 座數	Floor 樓層	Unit單位
Purchaser 買方			
I.D. / B.R. No. 身份證/商業登記證號碼			
Date 日期			

I/We, the Purchaser of the Property, hereby acknowledge and confirm that I/we am/are aware of and accept the following and all its implications prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property (the "Preliminary Agreement"):-

本人/吾等作為該物業之買方,謹此確認在本人/吾等簽署該物業之臨時買賣合約(「臨時合約」)前,已知悉並接納以下事項 及其所有影響:

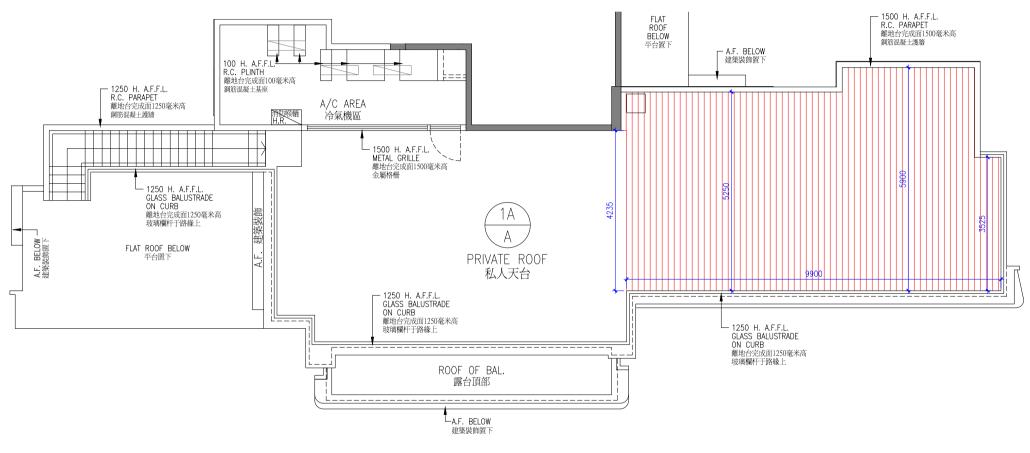
- 1. A 100mm (height) recycle timber deck ("Recycle Timber Deck") will be provided at the private roof of the Property upon completion of the sale and purchase. The location of the Recycle Timber Deck is shown on the plan attached hereto for identification purpose only and the actual location and dimensions of the Recycle Timber Deck may vary subject to as-built handover condition. 在該物業買賣完成時,該物業內之私人天台將會提供一個100毫米(高) 環保木甲板(「該環保木甲板」)。附圖顯示該環保木甲板的大概位置,僅作識別用途。該環保木甲板的實際位置及尺寸可能會有所不同,一切以現場交樓為準。
- 2. I/We am/are fully aware of the provision of the Recycle Timber Deck. Without prejudice to my/our rights under the Preliminary Agreement and/or the subsequent agreement for sale and purchase (the "Agreement"), I/we will not make any objection to or claim against the Vendor in relation to the existence, design, colour or materials etc. of the Recycle Timber Deck, whether before or after completion of the sale and purchase of the Property.

本人/吾等已完全知悉該環保木甲板的提供。在不影響本人/吾等在臨時合約及/或其後的正式買賣合約(「買賣合約」)下的權利下,本人/吾等不會就該環保木甲板的存在、設計、顏色或物料等在該物業買賣成交之前或之後提出任何反對或向賣方作出任何申索。

- 3. This letter shall not prejudice the Preliminary Agreement nor the Agreement, including without limitation the right of the Vendor under the Agreement to amend the building plans and the generality of that right.
 本函並不影響臨時合約及買賣合約,包括但不限於買賣合約下賣方更改建築圖則的權利及該權利之概括性。
- 4. In case of any discrepancy between the Chinese and English text of this letter, the English version shall prevail. 如本函之中英文文本有任何差異,一概以英文文本作準。

Signed by the Purchaser 買方簽署	

TOWER 1 (1A) 32/F Unit A 第1座(1A) 32樓 A單位



RECYCLE TIMBER DECK 100mm (H) 100mm(高)環保木甲板

THE PLAN IS FOR SHOWING THE APPROXIMATE LOCATION OF THE RECYCLE TIMBER DECK TO BE PROVIDED IN THE PROPERTY ONLY AND MAY NOT REFLECT THE LATEST CONDITIONS OF OTHER MATTERS.
上國権軍策争於認對東京投程快軍保不甲板的大概位置,未必反映其他事項之最素就況。

THE PLAN IS FOR IDENTIFICATION ONLY. 上圖僅供識別之用。

THE DIMENSIONS SHOWN IN THE PLAN ARE IN MILLIMETRES. 上圖尺寸以毫米標示。

LEGEND 圖例

A.F. = ARCHITECTURAL FEATURE

A/C = AIR-CONDITIONING

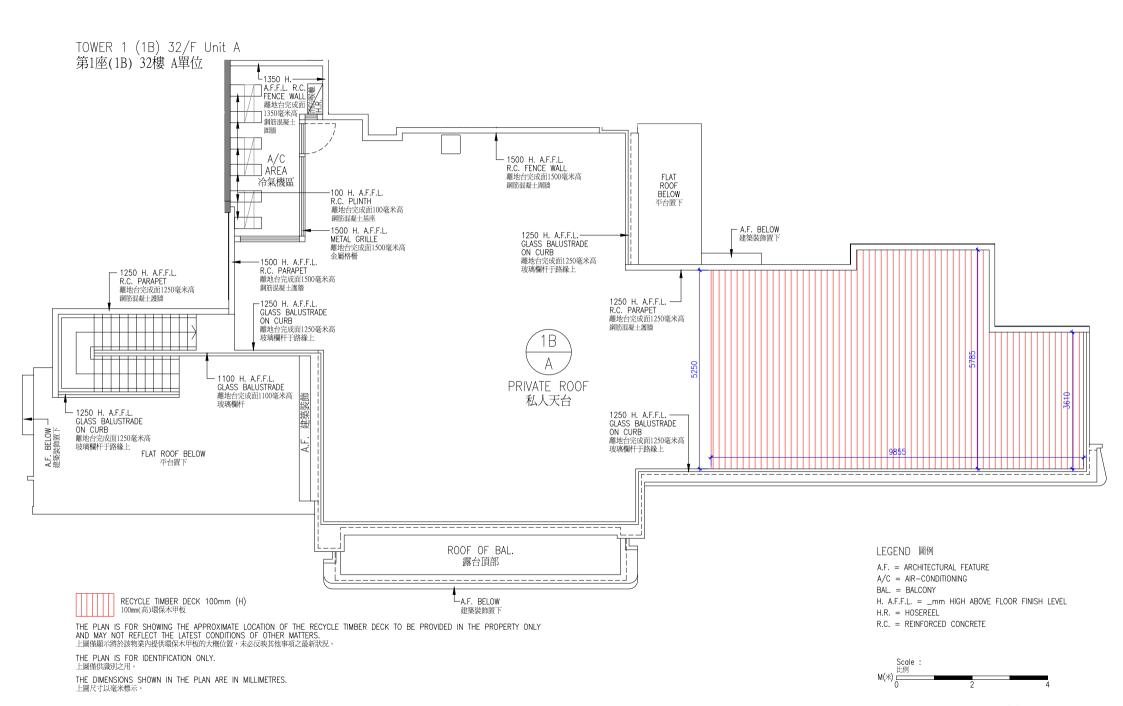
BAL. = BALCONY

H. A.F.F.L. = _mm HIGH ABOVE FLOOR FINISH LEVEL

H.R. = HOSEREEL

R.C. = REINFORCED CONCRETE





List of gifts, financial advantages or benefits

贈品、財務優惠或利益的列表

Part I

第I部份

- 1. Depending on the payment plan selected by the Purchaser in Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor or the Person so Engaged (as the case may be) to the Purchaser in connection with the purchase of the Property.
 - 視乎買方其要約表格所選擇的支付辦法·賣方或如此聘用的人(視屬何種情況而定)將就購買該物業向買方提供以下該支付辦法相關的贈品、財務優惠或利益。
- 2. All capitalised items in this list of gifts, financial advantage or benefits, unless otherwise defined, shall have the meanings ascribed to them in the Tender Document.
 - 除非本列表另有定義,招標文件中各用語的定義適用於本贈品、財務優惠或利益的列表的用語。
- 3. The Vendor's offer to provide the gifts, financial advantage or benefits shall be withdrawn if the Preliminary Agreement and the Agreement is/are terminated or cancelled for whatever reason.

 如臨時合約及正式合約因任何原因終止或取消,則賣方提供贈品、財務優惠及利益的協議將無效。
- 4. (If applicable) According to Hong Kong Monetary Authority guidelines, the value of all cash rebates or other forms of monetary incentives or benefits (if any) made to the Purchaser in connection with the purchase of a residential property will be deducted from the purchase price when calculating the loan-to-value ratio by the bank; and the relevant repayment ability requirement (including but not limited to the cap of debt servicing ratio) may vary according to the banks themselves and the guidelines announced from time to time by Hong Kong Monetary Authority. For details, please enquire with the banks. (如適用)根據香港金融管理局指引,銀行於計算按揭貸款成數時,必須先從樓價中扣除所有提供予買方就購買住宅物業而連帶獲得的全部現金回贈或其他形式的金錢獎賞或優惠(如有);而有關還款能力之要求(包括但不限於供款與入息比率之上限)將按個別銀行及香港金融管理局不時公佈之指引而變更。詳情請向有關銀行查詢。
- 5. All of the discount, gift, financial advantage or benefit to be made available in connection with the purchase of the Property are offered to first-hand Purchaser only and shall not be transferable. The Vendor or the Person so Engaged (as the case may be) has absolute discretion in deciding whether a Purchaser is entitled to those discount, gift, financial advantage or benefit. The Vendor or the Person so Engaged (as the case may be) also reserves the right to interpret the relevant terms and conditions of those discount, gift, financial advantage or benefit. In case of dispute, the decision of the Vendor or the Person so Engaged (as the case may be) shall be final and binding on the Purchaser.

 所有就購買該物業而連帶獲得的任何折扣、贈品、財務優惠或利益均只提供予買方及不可轉讓。賣方或如此聘用的人(視屬何種情況而定)有絕對酌情權決定買方是否符合資格可獲得該等折扣、贈品、財務優惠或利益。賣方或如此聘用的人(視屬何種情況而定)亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議,賣方或如此聘用的人(視屬何種情況而定)亦保留解釋該等折扣、贈品、財務優惠或利益的相關條款的權利。如有任何爭議,賣方或如此
- 6. (If applicable) For all cash rebate(s) (rounded up to the nearest integer) that will be offered by the Person so Engaged for part payment of the balance of purchase price, subject to the relevant prerequisite for provision the cash rebate(s) being satisfied, the Person so Engaged reserves the right to pay the cash rebate(s) to the Purchaser by other method(s) and in other manner.

聘用的人(視屬何種情況而定)之決定為最終並對買方有約束力。

(如適用)所有由如此聘用的人將提供用以支付樓價餘額部份的現金回贈(以向上捨入方式換算至整數)·在符合提供現金回贈的相關先決條件的情況下·如此聘用的人保留權利以其他方法及形式將現金回贈支付予買方。

Part II

第 II 部份

Option to Purchase Two Car Parking Spaces in the Phase 認購期數內兩個停車位權利

- (1) The Purchaser of a selected residential property as specified in the relevant tender documents shall have an option to purchase at most two car parking spaces in the Phase. The relevant Purchaser must decide whether to purchase the car parking space(s) in accordance with time limit, terms and method as prescribed by the sale arrangements of the car parking space(s) to be announced by the Vendor, failing which the option to purchase the car parking space(s) shall lapse automatically and the Purchaser shall not be entitled to any compensation therefor.
 - 購買招標文件中指明的個別住宅物業之買方可獲認購期數內最多兩個停車位之權利。相關買方須根據賣方日後 公佈的停車位銷售安排內規定的時限、條款及方式決定是否認購停車位,否則其認購停車位的權利將會自動失 效,買方不會為此獲得任何補償。
- (2) The price and details of sales arrangements of car parking space(s) (including but not limited to the order for selection of the car parking space(s)) will be determined by the Vendor at its sole and absolute discretion and will be announced later.
 - 停車位的售價及銷售安排詳情(包括但不限於揀選停車位的次序)將由賣方全權及絕對酌情決定,並容後公佈。
- (3) The above benefit does not affect the obligations of the purchaser to complete the purchase of the residential property pursuant to the terms of the agreement for sale and purchase.
 - 以上優惠並不影響買方根據買賣合約條款完成購買住宅物業之責任。

Keep Money Laundering Away from Hong Kong

Lawyers and Public to Play Key Roles

To support Hong Kong in fulfilling its international obligations to combat money laundering and terrorist financing, lawyers will seek cooperation from the public in providing the following information before conducting transactions:

For Individuals

- Identification documents such as identity cards, passports or travel documents
- Address proof
- · Particulars of occupation or business

For Corporations

- Documents of legal status such as Certificates of Incorporation and Business Registration Certificates
- Identification documents of directors or persons giving instructions
- Board resolution
- Details of the beneficial ownership or control structure

Lawyers will also need information on the nature, purpose, and source of funding for the transactions. More detailed information may be required for more complex or larger transactions. The new measures are now effective.

The requirement for lawyers to obtain client identification and gather information represents the

legal community's commitment to supporting the combat against money laundering and terrorist financing – an international obligation of Hong Kong. The Law Society of Hong Kong sincerely hopes that members of the public will cooperate with their lawyers and help maintain Hong Kong's integrity as an international financial centre.

Lawyers serve a key gate-keeping role in detecting and preventing money-laundering and terrorist financing. But lawyers will only be able to play this role effectively with the public's assistance.

By providing lawyers with the required information, members of the public are helping to make it harder for money launderers and terrorists to disguise their activities as legal transactions. The new requirement can deter money launderers and terrorists from abusing Hong Kong's legal services.

The new requirements for client identification and gathering information is not limited to common transactions such as property transactions and the

administration of estates, but all business dealings conducted between lawyers and their clients, including litigation.

Client information provided to lawyers will be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. Only if lawyers detect suspicious money laundering or terrorist financing activities will they make a report to the law enforcement authorities as a statutory obligation. Failure to



disclose any transaction suspected to be connected with money laundering or terrorist financing is an offence under Hong Kong laws.

Frequently Asked Questions

Why does the Law Society of Hong Kong require lawyers to request information for identification and verification from their clients?

The purpose of requesting client identification is to detect and prevent money laundering and terrorist financing activities. The Law Society of Hong Kong is playing its part in helping Hong Kong to fulfill its international obligations as a member of the Financial Action Task Force on Money Laundering, an intergovernmental policy-making body that sets international standards and policies against money laundering and terrorist financing. Hong Kong has been a member of the Task Force since 1991 and is obliged to implement the Task Force's recommendations.

Apart from requesting identification information, will my lawyer ask me further questions?

Lawyers may ask further questions depending on the transactions. For instance, if you are buying a real property, they will ask you-

- What is the purpose of the transaction?
- What is your relationship with the intended owner (if you do not intend to be the registered owner)?
- · What is the source of funding?

Additional information may be necessary for complex or unusually large transactions.

What is meant by suspicious transaction?

Lawyers will look into the nature, complexity and scale of the transaction when ascertaining whether it is suspicious. Examples of suspicious transactions are those involving—

- A secretive entity
- Unusual instructions
- Unusual settlement requests

What if I do not want to disclose my information?

If lawyers are unable to obtain the required information from their clients, they may refuse or cease to act for them.

What will my lawyer do with my documents? Will my personal documents be kept confidential and not passed to other parties?

Client information will as always be kept in strict confidence and in compliance with the Personal Data (Privacy) Ordinance. However, if lawyers detect suspicious money laundering or terrorist financing activities, they will be required by law to report the same to the law enforcement authorities.

A secretive entity		
Unusual instructions		
Jnusual settlement request	ts 🗌	

律師與市民齊參與 打擊清洗黑錢活動

為配合香港履行打擊清洗黑錢及恐怖分子融資活動 的國際責任,律師在接受市民委託辦理任何事務前, 會要求他們合作提供以下資料:

個別人士

- 身份證明文件,如身份證、護照、旅遊證件
- 地址證明
- 職業或商業詳細資料

公司

- 法律狀況文件,如公司註冊證書或商業登記證
- 董事或委託人的身份證明文件
- 董事會決議案
- 實益擁有人或控制權結構

此外,律師必須向客戶查詢有關交易的性質、目的、資金來源等資料。如果是較複 賴或金額較大的交易,律師可能需要向客 戶索取進一步資料。該些新措施現已生效。

要求律師向客戶索取身份證明文件及其他 資料代表法律界對支持打擊清洗黑錢及恐 怖分子融資活動的一份承擔。香港律師會 衷心呼籲市民與律師合作,合力維護香港 作為國際金融中心的誠信。

法律界必須得到市民的支持,才能夠做好 把關人的工作,協助政府打擊清洗黑錢和 恐怖分子融資活動。 通過向律師提供所需的資料,公眾人仕便能使不法分子更難把清洗黑錢和恐怖組織的融資活動,掩飾為合法業務。新措施對清洗黑錢及恐怖活動分子濫用香港 法律服務,將發揮阻購作用。

向客戶索取身份證明及交易資料新措施,適用於市民 委託律師處理的所有事務,包括資產交易和遺產管 理,以至訴訟。

律師會依照個人資料(私隱)條例處理客戶提供的資料,確保資料絕對保密。律師只會在發現可疑交易或恐怖分子融資活動時,才按法律規定向執法機構舉報。根據香港法例,若發現任何懷疑與清洗黑錢和恐怖分子融資活動有關的交易而不舉報,均屬違法。

常見問題

香港律師會為何要求律師向客戶索取有關身份證明及 核實資料?

索取客戶身份資料的目的,是為了偵查和預防 清洗黑錢和恐怖分子融資活動。 香港在1991 年加入國際打擊清洗黑錢財務行動特別組織, 該組織負責制定國際標準及政策,以打擊清洗 黑錢和恐怖分子融資活動。香港作為成員之 一,有責任履行組織的建議,香港律師會亦為 此作出配合。

除身份證明文件外,律師還會進一步索取其他資料嗎?

律師將根據交易性質進行查證工作。例如辦理 樓宇買賣時,律師可能提出以下問題:

• 交易目的為何?

- 如將來的物業持有人並非客戶本人,雙方的關係 是什麼?
- 資金的來源是什麼?

如果是較複雜或金額不尋常的交易,客戶可能需要提供推一步資料。

何謂「可疑交易」?

律師將根據交易性質、複雜程度和金額等因素作出 判斷。舉例說,若下列情況出現,交易便可能有可 疑成份:

- 身份不明
- 不尋常的指示
- 不尋常的結算要求

我可否拒絕提供資料?

假如客戶未能提供所需資料,律師可能會拒絕或停 止為該客戶服務。

律師將如何處理我所提供的資料? 資料會否保密? 會否轉交第三者?

律師會依照個人資料(私隱)條例處理客戶提供的資料,確保資料絕對保密。律師只在發現可疑交易時,才會按法律規定向執法機構舉報。

不尋常的結算要求





你我攜手為香港把關

Gatekeeping for HKSAR

配合香港履行打擊清洗黑錢之國際責任 你的支持不可少

Your Support is Crucial to Hong Kong Fulfilling International Obligations on Anti-Money Laundering

