

TENDER DOCUMENT

INVITATION FOR PURCHASE OF PROPERTY BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of
the properties set out in column (B) of Part I of the Schedule to the Tender Notice at

Phase 1 of Emerald Bay

Tender commences at the date and time set out in column (C) of Part I of the Schedule to the Tender Notice (“**Tender Commencement Date**”) and closes at the date and time set out in column (D) of Part I of the Schedule to the Tender Notice (“**Tender Closing Date**”) (unless previously withdrawn or sold)

Tenders must be submitted during office hours set out in Part II of the Schedule to the Tender Notice between the Tender Commencement Date and the Tender Closing Date (both days inclusive) to the Tender Box labelled “**Public Tender For Emerald Bay**” placed at 15/F, YF Life Centre, 38 Gloucester Road, Wan Chai, Hong Kong in a plain envelope and clearly marked “**Emerald Bay**”.

Vendor: **Fortune Choice Development Limited**
Correspondence Address: 15/F, YF Life Centre, 38 Gloucester Road, WanChai,
Hong Kong

招標文件

公開招標承投購買物業

現招標承投購買
載於招標公告附表第 I 部份 (B)欄之位於

恆大·珺瓏灣第 1 期

之物業

招標開始日期及時間為載於招標公告附表第 I 部份 (C)欄的日期及時間(「**招標開始日期**」), 而招標截止日期及時間為載於招標公告附表第 I 部份 (D)欄的日期及時間(「**招標截止日期**」) (但若在招標截止時限之前物業已被撤回或出售則除外)

在招標開始日期起至招標截止日期為止(包括首尾兩日)期間的載於招標公告附表第 II 部份的辦公時間, 投標書須放入普通信封內, 信封面上清楚註明「**恆大·珺瓏灣**」, 並放入位於香港灣仔告士打道 38 號萬通保險中心 15 樓擺放的標示為「**恆大·珺瓏灣公開招標**」的投標箱內。

賣方:

福彩發展有限公司

通訊地址: 香港灣仔告士打道 38 號萬通保險中心15 樓

PART 1: TENDER NOTICE

1. Definitions

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

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| “Acceptance Period” | means the period between the Tender Commencement Date of submission of tender and the date which is the seventh working day after the Tender Closing Date, applicable to the relevant Properties for Tender (both dates inclusive); |
| “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 3 of the Conditions of Sale; |
| “Conditions of Sale” | means the Conditions of Sale set out in Part 2 of this Tender Document; |
| “Letter of Acceptance” | means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 3.2 of the Tender Notice; |
| “Offer Form” | means the Offer Form set out in Part 3 of this Tender Document; |
| “Property” | means, if and when this Tender Document is accepted by the Vendor, the Tendered Property; |
| “Properties for Tender” | means the properties set out in column (B) of Part I of the Schedule to the Tender Notice as revised by the Vendor from time to time at its sole and absolute discretion and “Property for Tender” means any one of them; |
| “Purchase Price” | means, if and when this Tender Document is accepted by the Vendor, the Tender Price; |
| “Purchaser” | means the successful Tenderer whose tender in respect of the Tendered Property is accepted by the Vendor; |
| “Sales Office” | means 15/F, YF Life Centre, Wan Chai |
| “Tender Closing Date” | means the date and time set out in column (D) of Part I of the Schedule to the Tender Notice; |
| “Tender Commencement Date” | means the date and time set out in column (C) of Part I of the Schedule to the Tender Notice; |
| “Tender Document” | means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Annex); |
| “Tender Notice” | means the Tender Notice set out in Part 1 of this Tender Document; |
| “Tender Price” | means the price tendered for the Tendered Property or each of the Tendered Properties (as the case may be) as specified in the Schedule to the Offer Form; |
| “Tendered Properties” | means the properties as specified in the Schedule to the Offer Form and “Tendered Property” means any one of them; |
| “Tenderer” | means the person who is specified in the Schedule to the Offer Form as the tenderer; |

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| “Vendor” | means Fortune Choice Development Limited; and |
| “Vendor’s solicitors” | means the following firms to be designated by the Vendor at its sole and absolute discretion: - |
| | <ul style="list-style-type: none"> • Mayer Brown 16/F – 19/F Floor, Prince's Building, 10 Chater Road, Central, Hong Kong • Deacons 5/F Floor, Alexandra House, 18 Chater Road, Central, Hong Kong • Baker & McKenzie Level 14, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong |

2. **Procedures of Tender**

- 2.1 The Vendor invites tenders for the purchase of the Properties for Tender on the terms and conditions contained in this Tender Document.
- 2.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 2.3 The Vendor reserves the right to, at any time before the Tender Closing Date, accept any tender submitted.
- 2.4 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw all or any of the Properties for Tender from sale or to sell or dispose all or any of the Properties for Tender or any part thereof to any person by any method (including without limitation private treaty, tender and auction).
- 2.5 The Vendor reserves the right to adjust the closing date and time of the tender of any of the Properties for Tender. Any adjustment of the Tender Closing Date applicable to any of the Properties for Tender will be posted at the Sales Office. The Vendor is not obliged to separately notify the Tenderers of such adjustment.
- 2.6 Tenderers should note the Vendor’s solicitors do not act for any Tenderer in the process of this tender.
- 2.7 A tenderer should submit this Tender Document in accordance with the terms and conditions as set out in this Tender Document.
- 2.8 A tender must be:-
 - (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents: -
 - (i) Cashier order(s) and/or cheque(s)

Cashier order(s) issued by a bank duly licensed under section 16 of the Banking Ordinance and/or cheque(s) (provided that a minimum amount of HK\$500,000.00 shall be paid by cashier order(s)) in the total sum which constitutes 5% of the Tender Price for the Tendered Property or each of the Tendered Properties (as the case may be), such sum being the preliminary deposit for the tender, made payable to “**MAYER BROWN**”.
 - (ii) Tenderer’s identification document

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

of the Tenderer.

If the Tenderer is a company, copy of the Certificate of Incorporation and the Business Registration Certificate of the Tenderer and copies of the latest register of directors and annual return of the Tenderer.

(iii) Intermediary's licence (if applicable)

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

(iv) Documentary evidence to prove the Close Relative(s) relationship (if Section 5 of the Schedule to the Offer Form has been completed)

Documentary evidence to prove the Close Relative(s) relationship referred to in Section 5 of the Schedule to the Offer Form.

(v) Documents in Annex, duly signed and completed by the Tenderer

- (A) Measurements of the Tendered Property
- (1) Warning to Purchasers
- (2) Declaration of Relationship with the Vendor
- (3) Personal Information Collection Statement
- (4) Declaration in relation to Intermediary
- (5) Acknowledgement Letter Regarding Stamp Duty
- (6) Vendor's Information Form
- (7) Acknowledgement Letter for Properties Viewing
- (8) Confirmation Letter regarding the right of purchasing a residential car parking space (If applicable)

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

- (c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Emerald Bay**"; and
- (d) placed in the Tender Box labelled "**Public Tender For Emerald Bay**" placed at 15/F, YF Life Centre, 38 Gloucester Road, Wan Chai, Hong Kong during office hours set out in Part II of the Schedule to the Tender Notice from the Tender Commencement Date and at or before the Tender Closing Date.

- 2.9 The cashier order(s) and/or cheque(s) 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 order(s) and/or cheque(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier orders and/or cheque(s) 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.
- 2.10
- (a) 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.
 - (b) 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.
 - (c) 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 and return of cashier order(s) and/or cheque(s).
- 2.11
- (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) 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 in accordance with this Tender Notice and the terms and conditions as set out in the Offer Form and the Conditions of Sale enclosed with this Tender Notice. After the tender has been submitted in accordance with the procedures as 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.

- (b) In consideration of the provision and undertaking referred to in sub-paragraph (a) 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.

3. Acceptance of Tender

- 3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.
- 3.2 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 Purchaser will also be notified of the name of the Vendor's solicitors in the Letter of Acceptance. The Letter of Acceptance will be deemed to have been duly received on the third working day after the day of posting.
- 3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection at the Sales Office during the period as specified under column (E) of Part I of the Schedule to the Tender Notice. 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.
- 3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf: -
- (i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and
 - (ii) the relevant power of attorney is required to be approved by the Vendor.
- (b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the “**Loan Documents**”) shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

4. Miscellaneous

- 4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property.
- 4.2 Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor or the Vendor's agent 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.
- 4.3 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.
- 4.4 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.

Schedule to the Tender Notice

Part I - Properties For Tender

| (A) Item | (B) Properties for Tender | (C) Tender Commencement Date and Time | (D) Tender Closing Date and Time | (E) Period for Inspection of Agreement |
|---------------------|--|---|--|---|
| 1 | House 【 A2 】 with Residential Car Parking Spaces 【 R3 】 , 【 R4 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 2 | House 【 A3 】 with Residential Car Parking Spaces 【 R5 】 , 【 R6 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 3 | House 【 A5 】 with Residential Car Parking Spaces 【 R7 】 , 【 R8 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 4 | House 【 A6 】 with Residential Car Parking Spaces 【 R9 】 , 【 R10 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 5 | House 【 A7 】 with Residential Car Parking Spaces 【 R11 】 , 【 R12 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |

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| 6 | House 【A8】 with Residential Car Parking Spaces 【R13】, 【R14】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 7 | House 【A9】 with Residential Car Parking Spaces 【R15】, 【R16】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 8 | House 【A10】 with Residential Car Parking Spaces 【R17】, 【R18】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 9 | House 【A11】 with Residential Car Parking Spaces 【R19】, 【R20】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 10 | House 【B1】 with Residential Car Parking Spaces 【R23】, 【R24】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 11 | House 【B2】 with Residential Car Parking Spaces 【R25】, 【R26】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 12 | House 【B5】 with Residential Car Parking Spaces 【R29】, 【R30】, Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |

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| 13 | House 【 B7 】 with Residential Car Parking Spaces 【 R33 】 , 【 R34 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 14 | House 【 B8 】 with Residential Car Parking Spaces 【 R35 】 , 【 R36 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 15 | House 【 B9 】 with Residential Car Parking Spaces 【 R37 】 , 【 R38 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 16 | House 【 B10 】 with Residential Car Parking Spaces 【 R39 】 , 【 R40 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |
| 17 | House 【 B11 】 with Residential Car Parking Spaces 【 R41 】 , 【 R42 】 , Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ > | 4 p.m. on each day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > | Every day from 30 June 2023 until 31 December 2023 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ > |

Part II – Office Hours

Each day from 30 June 2023 until 31 December 2023 form 9 a.m. to 4 p.m.
< except Saturdays, Sundays, Public Holidays and the specific date(s)^ >

^Specific date(s):

N/A

[End of Part 1: Tender Notice]

第 1 部份：招標公告

1. 定義

在本招標文件中，除非上下文另外准許或規定，下列詞語應具有下列含義：

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| 「承約期間」 | 指適用於相關招標物業的由遞交投標書的招標開始日期至招標 截止日期後的第 7 個工作日(包括首尾兩日)的期間； |
| 「正式合約」 | 指賣方與買方根據出售條款第 3 條擬簽訂的該物業的正式買賣合約； |
| 「出售條款」 | 指本招標文件第 2 部份的出售條款； |
| 「接納書」 | 指賣方根據招標公告第 3.2 段接納投標者的投標書的書面通知； |
| 「要約表格」 | 指本招標文件第 3 部份的要約表格； |
| 「該物業」 | 指如果及一旦本招標文件獲得賣方接納時的投標物業； |
| 「該等招標物業」 | 指按照賣方單獨絕對酌情決定下不時修訂的招標公告附表第 I 部份(B)欄所列的物業，而「招標物業」是指任何一個該等物業； |
| 「樓價」 | 指如果及一旦本招標文件獲得賣方接納時的投標價； |
| 「買方」 | 指中標者，其對投標物業的投標書獲得賣方接納； |
| 「售樓處」 | 指灣仔萬通保險中心15 樓 |
| 「招標截止日期」 | 指載於招標公告附表第 I 部份(D)欄的日期及時間； |
| 「招標開始日期」 | 指載於招標公告附表第 I 部份(C)欄的日期及時間； |
| 「招標文件」 | 指本招標文件(由第 1 部份、第 2 部份及第 3 部份組成，但不包括附件)； |
| 「招標公告」 | 指本招標文件第 1 部份的招標公告； |
| 「投標價」 | 指要約表格的附中訂明投購投標物業或每個該等投標物業(視 情況而定)的價格； |
| 「該等投標物業」 | 指要約表格的附中訂明的物業，而「投標物業」是指任何一個該等物業； |
| 「投標者」 | 指要約表格的附中訂明為投標者的人士； |
| 「賣方」 | 福彩發展有限公司；及 |
| 「賣方律師」 | 指賣方單獨絕對酌情決定下指定的以下一家律師行： - <ul style="list-style-type: none">孖士打律師行 香港中環遮打道 10 號太子大廈 16 至 19 樓的近律師行 香港中環遮打道 18 號歷山大廈 5 樓 |

- 貝克·麥堅時律師事務所
香港鰂魚涌英皇道 979 號太古坊一座 14 樓

2. **招標程序**

- 2.1 賣方現按照載於本招標文件的條款及細則招標承投購該等招標物業。
- 2.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 2.3 賣方保留權利在招標截止日期之前的任何時間接受任何已遞交之投標書。
- 2.4 賣方保留權利在接受任何投標書之前的任何時間，撤回全部或任何該等招標物業不予出售，或將全部或任何該等招標物業或其任何部份以任何方法(包括但不限於私人協約、投標及拍賣)出售予任何人。
- 2.5 賣方保留權利更改任何該等招標物業的招標截止日期及時間。任何更改適用於任何該等招標物業的招標截止日期的通知將會張貼於售樓處。賣方無須就該等更改另行通知投標者。
- 2.6 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。
- 2.7 投標者應按照載於本招標文件的條款及細則遞交本招標文件。
- 2.8 投標書必須：
- (a) 採用本招標文件之格式，並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；**
- (b) 連同以下文件：
- (i) 銀行本票及/或支票
- 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及/或一張或多張支票(惟以銀行本票支付的金額最少為 HK\$500,000.00)，總金額為投標物業或每個該等投標物業(視情況而定)投標價的 5%，該金額須作為投標的臨時訂金，抬頭寫「**孖士打律師行**」。
- (ii) 投標者的身份證明文件
- 如投標者是個人，組成投標者的每名個人的香港身份證 / 護照的複印本。
- 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，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) 中介人的牌照(如適用)
- 投標者委託的地產經紀的牌照複印本。
- (iv) 證明近親關係的文件證據(若已填妥要約表格的附表第 5 節)
- 證明要約表格的附表第 5 節所指的近親關係的文件證據。
- (v) 由投標者填妥並簽署的附件的文件

- (A) 投標物業的量度尺寸
- (1) 對買方的警告
- (2) 與賣方關係的聲明
- (3) 收集個人資料聲明
- (4) 有關中介人的聲明
- (5) 關於印花稅的確認函
- (6) 賣方資料表格
- (7) 物業參觀確認函
- (8) 住宅車位認購權確認信 (如適用)

請不要於本(v)分段所述的任何文件內填上日期。

- (c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**恆大·珺瓏灣**」；及
 - (d) 從招標開始日期起至招標截止日期止的載於招標公告附表第 II 部份的辦公時間放入位於香港灣仔告士打道 38 號萬通保險中心15 樓擺放的標示為「**恆大·珺瓏灣公開招標**」的投標箱內。
- 2.9 在賣方對收到的投標書作出決定前，銀行本票及/或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及/或支票將被視作臨時訂金，用以支付樓價的部份款項。所有其他銀行本票及/或支票將於承約期間屆滿後起計 14 天內，按投標書所載的地址以專人送達，或通過郵遞方式退還予落選投標者。
- 2.10 (a) 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)，並被視作為主事人。
- (b) 如投標者為公司，須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話號碼及傳真號碼。
- (c) 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及退回銀行本票及/或支票的地址。
- 2.11 (a) 作為賣方招標要約及下文(b)分段所述的承諾的代價，所有投標書均不可撤銷，而且構成正式要約，可由賣方在承約期間按照本招標公告及本招標公告夾附的要約表格和出售條款所載的條款及條件，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。
- (b) 作為上文(a)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。

3. 接受投標

- 3.1 投標書如獲接納，中標者即成為投標物業之買方。
- 3.2 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。買方亦會在接納書內獲通知賣方律師的名稱。接納書在投郵後的第 3 個工作日被視為已經正式收到。
- 3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標公告附表第 I 部份(E)欄的訂明期間內在售樓處審閱。為免生疑問，買方將被視為已經審閱正式合約的標準格式，並且買方將接受正式合約並不得作出修訂。

- 3.4 (a) 如買方有意以其授權人代表其簽署正式合約： -
- (i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作為其代表；及
 - (ii) 相關授權書須由賣方事先批准。
- (b) 所有向賣方之指定財務機構作出的貸款申請、貸款文件及附帶文件(統稱「**貸款文件**」)須由買方親身簽署。以授權人簽署貸款文件不會被接受。

4. 其他事項

- 4.1 投標者宜注意，賣方只會回答關於該等招標物業的一般問題，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。
- 4.2 賣方任何人員或代理或賣方的代理人對有意投標者或確實投標者的查詢所作出的任何陳述(不論是口頭或是書面)及所採取的任何行動，均只供指引及參考之用。任何該等陳述不得作為或被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作為(而且不被視作為)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。
- 4.3 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有任何種類的改動及 / 或增加，該投標書將被視為不符合規定的投標書。
- 4.4 如本招標文件的英文文本與中文譯本有任何不一致之處，則以英文文本為準。

招標公告附表

第 I 部份-該等招標物業

| (A) 項目 | (B) 該等招標物業 | (C) 招標開始日期及時間 | (D) 招標截止日期及時間 | (E) 審閱正式合約期間 |
|-----------|--|--|--|---|
| 1 | 香港新界屯門恆大·珺瓏灣第 1 期洋房【 A2 】連住宅停車位【 R3 】，【 R4 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 2 | 香港新界屯門恆大·珺瓏灣第 1 期洋房【 A3 】連住宅停車位【 R5 】，【 R6 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 3 | 香港新界屯門恆大·珺瓏灣第 1 期洋房【 A5 】連住宅停車位【 R7 】，【 R8 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 4 | 香港新界屯門恆大·珺瓏灣第 1 期洋房【 A6 】連住宅停車位【 R9 】，【 R10 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 5 | 香港新界屯門恆大·珺瓏灣第 1 期洋房【 A7 】連住宅停車位【 R11 】，【 R12 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |

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| 6 | 香港新界屯門恆大·珺瓏灣第1期洋房【A8】連住宅停車位【R13】，【R14】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 7 | 香港新界屯門恆大·珺瓏灣第1期洋房【A9】連住宅停車位【R15】，【R16】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 8 | 香港新界屯門恆大·珺瓏灣第1期洋房【A10】連住宅停車位【R17】，【R18】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 9 | 香港新界屯門恆大·珺瓏灣第1期洋房【A11】連住宅停車位【R19】，【R20】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 10 | 香港新界屯門恆大·珺瓏灣第1期洋房【B1】連住宅停車位【R23】，【R24】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 11 | 香港新界屯門恆大·珺瓏灣第1期洋房【B2】連住宅停車位【R25】，【R26】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |
| 12 | 香港新界屯門恆大·珺瓏灣第1期洋房【B5】連住宅停車位【R29】，【R30】 | 由2023年06月30日起至2023年12月31日的每日上午9時 <星期六、星期日、公眾假期及特定日子^除外> | 由2023年06月30日起至2023年12月31日的每日下午4時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由2023年06月30日起至2023年12月31日 <星期六、星期日、公眾假期及特定日子^除外> |

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| 13 | 香港新界屯門恆大·珺瓏灣第1期洋房【 B 7 】連住宅停車位【 R33 】，【 R34 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 14 | 香港新界屯門恆大·珺瓏灣第1期洋房【 B 8 】連住宅停車位【 R35 】，【 R36 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 15 | 香港新界屯門恆大·珺瓏灣第1期洋房【 B 9 】連住宅停車位【 R37 】，【 R38 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 16 | 香港新界屯門恆大·珺瓏灣第1期洋房【 B 10 】連住宅停車位【 R39 】，【 R40 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |
| 17 | 香港新界屯門恆大·珺瓏灣第1期洋房【 B 11 】連住宅停車位【 R41 】，【 R42 】 | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日上午 9 時 <星期六、星期日、公眾假期及特定日子^除外> | 由 2023 年 06 月 30 日起至 2023 年 12 月 31 日的每日下午 4 時 <星期六、星期日、公眾假期及特定日子^除外> | 每日由 2023 年 06 月 30 日起至 2023 年 12 月 31 日 <星期六、星期日、公眾假期及特定日子^除外> |

第 II 部份 – 辦公時間

每日由2023年06月30日起至2023年12月31日上午9時至下午4時
<星期六、星期日、公眾假期及特定日子^除外>

特定日子^:

不適用

[第 I 部份：招標公告完]

PART 2: CONDITIONS OF SALE

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

“Development” means Emerald Bay, Tuen Mun, New Territories, Hong Kong.

“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.

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale 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.

3. The sale and purchase shall be completed at the office 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) in accordance with the terms of the Agreement.

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

- (a) by the Purchaser on or before a date which is the fifth working day after the date of the Letter of Acceptance; and

- (b) by the Vendor on or before a date which is the eighth working day after the date of the Letter of Acceptance.

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

6. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.

7. The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholders.

8. The Purchaser shall, within FIVE (5) working days after the date on which this Preliminary Agreement is signed, attend the office of the Vendor's solicitors bringing along his Hong Kong Identity Card or passport or (in case the Purchaser is a company) its Business Registration Certificate and the original of this Preliminary Agreement to (a) sign the Agreement in such standard form as prepared by the Vendor's solicitors which Agreement shall not be altered by the Purchaser, (b) make further payment in accordance with the payment terms, and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.

9. If the Purchaser fails to execute the Agreement within 5 working days after the date of the Letter of Acceptance: -

- (a) this Preliminary Agreement is terminated;
- (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) the Vendor does not have any further claim against the Purchaser for the failure.

10. The Purchaser will have to agree with the Vendor in the Agreement to the effect that: -

- (a) the Vendor is entitled to keep the preliminary deposit paid by the Purchaser if the Agreement is later cancelled in any way whatever, and

- (b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
11. The measurements of the Property are set out in the attached Schedule 1.
12. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.
13. 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.
14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.
15. For the purposes of clause 14 above, the following is the "Warning to Purchasers"–
- (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。
16. 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.
17. No attorney, trustee or nominee of any kind by the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except for 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.

18.
 - (a) All stamp duty (including, without limitation, ad valorem stamp duty, special stamp duty, buyer's stamp duty and all additional stamp duty) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment (whether under the Stamp Duty Ordinance (Cap.117, Laws of Hong Kong)), the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and (if applicable) Sub-Deed of Mutual Covenant and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.
 - (b) If the Purchaser instructs the Vendor's solicitors to act for him in the Agreement and the Assignment, and other documents in relation to the purchase (if any) of the Property is handled by the Vendor's solicitors, the legal costs (excluding all disbursements which shall be paid by the Purchaser) of the Agreement and the Assignment to be borne by the Purchaser shall be waived.
 - (c) In any other cases, each of the Vendor and the Purchaser shall pay its own solicitors' legal costs and disbursements of the Agreement and the Assignment.
 - (d) The Purchaser shall bear all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property.
19. All further deposit, part payment of the Purchase Price, the balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.
20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its sales agent may unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.
21. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
23. Time shall in every respect be of the essence of this Preliminary Agreement.
24. If the Property under this Preliminary Agreement consists of a residential property as well as any residential parking space(s) or motor cycle parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.
25. On completion, the Purchaser shall pay to the manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement and (if applicable) Sub-Deed of Mutual Covenant in relation to the Development of which the Property forms part.
26.
 - (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.
 - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).
 - (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-
 - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of

the CRTPO shall not apply to this Preliminary Agreement; and

- (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.

27. In this Preliminary Agreement: -

- (a) “**saleable area**” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (“that Ordinance”);
- (b) “**working day**” has the meaning given by section 2(1) of that Ordinance;
- (c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and
- (d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

28. The Vendor reserves the right to alter the building plans in respect of the Development (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.

29. This Tender Document and the annex or annexes (if any) herein referred to constitute the entire agreement between the parties hereto and supersede all previous proposals, representations, warranties, agreements or undertakings relating thereto, whether oral, written or otherwise. Anything which is not expressed in writing in this Tender Document or in its annex or annexes (if any) and without the authorization of the Vendor, including but not limited to any representation or warranty or undertaking (whether oral, written or otherwise) made by an officer of the Vendor, shall be regarded as invalid.

第 2 部分：出售條款

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：

| | |
|---------|--------------------------------------|
| 「發展項目」 | 指香港新界屯門恆大·珺瓏灣。 |
| 「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； |
2. 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及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。
3. 買賣須根據正式合約的條款於辦公時間(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。
4. 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：
 - (a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及
 - (b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。
5. 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。
6. 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。
7. 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。
8. 買方須於本臨時合約之簽署日期之後五個工作日內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到賣方律師辦公地點辦理下列手續：(a)簽署賣方律師所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。
9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：
 - (a) 本臨時合約即終止；
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方；及
 - (c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。
10. 在正式合約中，買方須與賣方協議如下 -
 - (a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及
 - (b) 除訂立按揭或押記外，買方不得於本買賣交易及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。
11. 該物業的量度尺寸載列於附表 1。
12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
13. 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。

14. 買方確認已收到第 15 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。
15. 就上述第 14 條而言，「對買方的警告」內容如下—
- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
16. 本臨時合約只適用於買方個人，買方無權要求賣方與任何其他人士訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
17. 賣方並不接受買方任何形式之授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。
18. (a) 有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於從價印花稅、額外印花稅、買家印花稅及附加印花稅)(不論是根據香港法例第 117 章《印花稅條例》可徵收的)，上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約及(如適用)副公契製作、登記及完成之費用及其他有關該物業的買賣之文件等費用，一概由買方單獨承擔及繳付。
- (b) 如買方聘用賣方律師代表他行事以處理正式買賣合約及轉讓契而該物業的其他法律文件(如有)亦由賣方律師處理，買方原須支付有關正式買賣合約及轉讓契之律師費用(不包括所有代墊付費用，代墊付費用須由買方支付)將獲豁免。
- (c) 在任何其他情況下，買賣雙方須各自負責其有關正式買賣合約及轉讓契之律師費用及代墊付費用。

- (d) 買方須承擔該物業的按揭（如有）之所有法律及其他費用及代墊付費用。
19. 所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。
20. 如買方或任何人代表買方在未簽署正式合約前，將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。
21. 買方如有更改地址或電話，須以書面通知賣方。
22. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。
23. 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。
24. 如本臨時合約下的該物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該等物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
25. 買方在成交時須按大廈公契及(如適用)副公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。
26. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b)款及第(c)款的規定限制。
- (b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章)的情況下。
- (c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：
- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及
- (ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
27. 在本臨時合約中—
- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) (“該條例”)第 8 條給予該詞的涵義；
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；
- (c) 附表 1 載列之每個單位的(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) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。
28. 賣方保留於其認為所需時修改本發展項目(包括本物業)建築圖則之權利，但賣方須由建築事務監督就有關影響本物業之修改發出批准後起計 14 天內以書面通知買方。
29. 本招標文件所約定的內容僅限於本招標文件及本招標文件的附件(如有)所載之內容，任何本招標文件及本招標文件的附件(如有)中未提及的、未經賣方授權同意的，包括但不限於公司管理人員郵件等書面或口頭的陳述、承諾等內容均屬無效。

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: House [], with parking space [] and [] of Emerald Bay Phase 1, Tuen Mun, New Territories, Hong Kong
香港新界屯門恒太·珞灣第1期 洋房[]連車位[]及[]

| | | | | |
|---|-----|------------------------|-----|--|
| (a) 本物業的實用面積為 the saleable area of the Property is | [] | 平方米/ square metres/ | [] | 平方呎, 其中— square feet of which— |
| | [] | 平方米/ square metres/ | [] | 平方呎為露台的樓面面積; square feet is the floor area of the balcony; |
| | [] | 平方米/ square metres/ | [] | 平方呎為工作平台的樓面面積; square feet is the floor area of the utility platform; |
| | N/A | 平方米/ square metres/ | N/A | 平方呎為陽台的樓面面積; 及 square feet is the floor area of the verandah; and |

(b) 其他量度尺寸為—
other measurements are—

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

*將不適用者刪去 Delete as appropriate

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

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

在本附表 2，買方根據本臨時合約購買的物業之裝置、裝修物料及設備 才適用於本臨時合約。

In this Schedule 2, only the Fittings, Finishes and Appliances of the Property purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement.

EXTERIOR FINISHES

| No. | Item | Description |
|-----|--------------------------------|---|
| 1 | External wall | Curtain wall, glass cladding, artificial granite tiles, aluminium window, stone cladding, aluminium grille and aluminium louver |
| 2 | Window | Fluorocarbon coating aluminium frame Tinted tempered glass and tinted heat strengthened glass |
| 3 | Bay window | Not applicable |
| 4 | Planter | Not applicable |
| 5 | Verandah or balcony | Balcony : Fitted with clear laminated tempered glass balustrade with aluminium top rail |
| | | Floor : External floor tiles and wood plastic composite decking |
| | | Wall : Aluminium cladding, aluminium grille |
| | | Ceiling : Aluminium ceiling panel |
| | | Balcony are covered |
| 6 | Drying facilities for clothing | Not applicable |

INTERIOR FINISHES

| No. | Item | Description |
|-----|---------------------------|--|
| 7 | Internal wall and ceiling | <p><u>Type of living room/dining room and bedroom finishes</u></p> <p><u>Type of Living room and dining room finishes</u> Wall: Emulsion paint</p> <p>Ceiling: Partly finished with emulsion paint and partly finished with gypsum board false ceiling and bulk head finished with emulsion paint where exposed</p> <p><u>Type of bedroom finishes</u> Wall: Emulsion paint</p> <p>Ceiling: Partly finished with emulsion paint and partly finished with gypsum board false ceiling and bulk head finished with emulsion paint where exposed</p> |
| 8 | Internal floor | <p><u>Material of living room/dining room and bedroom</u></p> <p><u>Type of Material for living and dining room</u> Floor: Tile flooring, natural stone boarder provided along sliding door between living room and garden</p> <p>Skirting: Natural stone skirting</p> <p><u>Type of Material for bedroom</u></p> <p><u>Material of bedroom</u> Floor: Engineered timber flooring, metal strip and natural stone</p> <p>Skirting: Reconstituted stone</p> |

| No. | Item | Description |
|-----|----------|---|
| 9 | Bathroom | <p>Wall: Bathroom: Tile, glass and mirror on exposed surface Master Bathroom: Tile and glass on exposed surface</p> <p>Finishes up to level of false ceiling</p> <p>Floor: Natural stone to the exposed surface</p> <p>Ceiling: Gypsum board false ceiling with emulsion paint and stainless steel finishes on exposed surface</p> |
| 10 | Kitchen | <p>Wall: Ceramic tiles and stainless steel on exposed surface Finishes up to level of false ceiling</p> <p>Floor: surface Natural stone on exposed surface</p> <p>Ceiling: Gypsum board false ceiling and bulkhead finished with emulsion paint and stainless steel finishes on exposed surface</p> <p>Cooking bench: Reconstituted stone</p> |

INTERIOR FITTINGS

| No. | Item | Description |
|-----|-------|---|
| 11 | Doors | <p>B/F Carpark Door</p> <p>Material: Fire rated solid core timber door Finishes: Wood veneer and stainless steel Accessories: Lockset, concealed door closer and door stopper</p> |
| | | <p>Entrance Gate</p> <p>Material: Metal gate Finishes: Paint Accessories: Lockset</p> |
| | | <p>Main entrance door</p> <p>-Material: Metal door -Finishes: Aluminium finishes -Accessories: Lockset with handle, door viewer, door closer, door stopper and door safety lock</p> |
| | | <p>Door to Garden</p> <p>-Material: Aluminium framed glass door -Finishes: Glass and fluorocarbon coated aluminum frame -Accessories: Lockset with handle</p> |
| | | <p>Kitchen Door</p> <p>-Material: Fire rated solid core timber door with fire rated glass vision pane -Finishes: Wood veneer and stainless steel -Accessories: Door handle, door closer and door stopper</p> |
| | | <p>Staircase Door</p> <p>-Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper</p> |
| | | <p>Powder Room Door</p> <p>-Material: Solid core timber door with timber louver -Finishes: Wood veneer and stainless steel -Accessories: Lockset, robe hook and sliding track</p> |
| | | <p>Utility Room Door</p> <p>-Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Houses B1 to B3, B5 to B12, A3, A5 to A11 : Lockset and door stopper Houses A1, A2 and A12: Door lockset and</p> |

| | | | |
|--|--|----------------------|--|
| | | | sliding track |
| | | Lavatory Door | -Material: Glass door -Finishes: Glass -Accessories: Sliding track |
| | | Master bedroom door | -Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper |
| | | Ensuite Door | -Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper |
| | | Bedroom Door | -Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper |
| | | Bathroom Door | -Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper |
| | | Master bathroom door | -Material: Houses B1 to B3, B5 to B12, A3, A5 to A12 : Stainless steel framed glass door House A1 and A2 : Solid core timber door with timber louvre -Finishes: Houses B1 to B3, B5 to B12, A3, A5 to A12 : Glass and stainless steel Houses A1 and A2 : Wood veneer and stainless steel -Accessories: Houses B1 to B3, B5 to B12, A3, A5 to A12 : Flush pull and sliding track Houses A1 and A2 : Lockset and door stopper and robe hook |
| | | Walk-in Closet Door | -Material: Houses B1 to B3, B5 to B12, A3, A5 to A11 : Stainless steel framed glass door Houses A1, A2 and A12 : Solid core timber door -Finishes: Houses B1 to B3, B5 to B12, A3, A5 to A11 : Glass and stainless steel Houses A1, A2 and A12 : Wood veneer and stainless steel -Accessories: Houses B1 to B3, B5 to B12, A3, A5 to A11 : Flush pull, sliding track and lockset Houses A1, A2 and A12 : Lockset and door stopper |
| | | Doors to Balcony | -Material: Aluminium framed glass door -Finishes: Glass and fluorocarbon coated aluminium frame -Accessories: Lockset with handle |
| | | Doors to Flat Roof | -Material: Aluminium framed glass door -Finishes: Glass and fluorocarbon coated aluminium frame -Accessories: Lockset with handle |
| | | Roof Door | -Material: Aluminium framed glass door -Finishes: Glass and fluorocarbon coated aluminium frame -Accessories: Lockset with handle |

| | | |
|----|----------------------------------|--|
| 12 | Bathroom | <p>Basin countertop: Natural stone</p> <p>Basin cabinet: Wooden cabinet with wood veneer, resin panel and stainless steel</p> <p>Mirror cabinet: Wooden cabinet with wood veneer, mirror and stainless steel</p> <p>Wash basin mixer: Chrome plated</p> <p>Water closet: Vitreous china</p> <p>Wash basin: Vitreous china</p> <p>Shower set: Chrome plated</p> <p>Shower compartmentt (if any): Metal framed glass</p> <p>Towel rack: Chrome plated</p> <p>Paper holder: Chrome plated</p> <p>Robe hook (if any): Chrome plated</p> <p>Make-up Mirror (if any): Chrome plated</p> <p>Rack (if any): Chrome plated</p> <p>Toilet Brush: Chrome plated and frosted glass</p> <p>Cold water supply: Copper water pipes</p> <p>Hot water supply: Copper water pipes with thermal insulation</p> <p>Shower mixer with rain shower: Chrome plated</p> <p>Bath tub mixer: Chrome plated</p> <p>Bath tub: Bathroom 1 of Houses A3, A5 to A11, B1 to B3, B5 to B12; Bathroom 1 and Bathroom 2 of Houses A1 to A2, A12: Iron cast enamel</p> <p>Jacuzzi: Master bathroom of Houses A1, A2 and A12: Reconstituted stone; Master bathroom of Houses A3, A5 to A11, B1 to B3, B5 to B12: Acrylic</p> <p>Size of Bath tub: Bathroom 1 of Houses A3, A5 to A11, B1 to B3, B5 to B12; Bathroom 1 and Bathroom 2 of Houses A1 to A2, A12: 1500mm(L) x 700mm(W) x 420mm(H); Master bathroom of Houses A3, A5 to A11, B1 to B3, B5 to B12: 1600mm(L) x 700mm(W) x 480mm(H); Master bathroom of Houses A1 to A2, A12: 1855mm(L) x 855mm(W) x 625mm(H)</p> |
| 13 | Kitchen | <p>Sink unit: Stainless steel</p> <p>Water supply system: Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply</p> <p>Kitchen cabinet: wooden cabinet with stainless steel framed glass door and wooden door panel; lacquer finish</p> <p>Type of all other fittings and equipment: Chrome plated sink mixer</p> |
| 14 | Bedroom | Type and material of fittings (Including built-in wardrobe): Not applicable |
| 15 | Telephone | Telephone outlets points are provided |
| 16 | Aerials | TV/FM outlets for local TV/FM and SMATV are provided |
| 17 | Electrical installations | <p>Electrical fittings: Faceplate for all switches and power sockets</p> <p>Safety devices: "Three phases electricity supply with miniature circuit breaker distribution board is provided in all houses"</p> <p>Whether conduits are concealed or exposed: Conduits are partly concealed and partly exposed. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non- concrete partition walls, designated pipe ducts or other materials.</p> |
| 18 | Gas supply | Towngas supply is provided and connected to gas hob and gas water heater |
| 19 | Washing machine connection point | Washing machine connection point are provided; Water point of a design of 22mm in diameter and drain point of a design of 40mm in diameter for washing machine are provided |

| | | |
|----|--------------|--|
| 20 | Water supply | Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials Hot water supply to kitchen, lavatory, powder room and bathroom |
|----|--------------|--|

MISCELLANEOUS

| | | |
|----|--|---|
| 21 | Letter box | Stainless steel |
| 22 | Refuse collection | Collected by cleaners Refuse storage and material recovery room is provided in the common area of each residential floor. Refuse storage and material recovery chamber is provided on B1/F |
| 23 | Water meter, electricity meter and gas meter | Water meter located at Water meter cabinet with Separate meter Electricity meter located at Electric meter room with Separate meter Gas meter located at Kitchen with Separate meter |

SECURITY FACILITIES

| | | |
|----|-------------------------------|--|
| 24 | Security system and equipment | Access control and security system: Each residential flat equipped with a video door phone system CCTV: CCTV cameras are provided common area which are connected to the management office at B/F |
|----|-------------------------------|--|

APPLIANCES

| | | |
|----|------------|--|
| 25 | Appliances | Kitchen: Built-in gas hob, built-in cooker hood, built-in steam oven, built-in refrigerator, built-in 2-in-1 washer dryer, wine conditioning unit, exhaust fan, gas water heater Master Bathroom, Bathroom: Thermo-ventilator Towngas water heater is provided Split-type air-conditioner is provided in living room/dining room, living room/dining room/bedroom, master bedroom, bedroom and store (if applicable) Door bell and door phone are provided |
|----|------------|--|

The vendor undertakes that if the fittings, finishes and appliances of the specified brand name or model number are not installed in the Phase, fittings, finishes and appliances of comparable quality will be installed.

[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 Tendered Property at the Tender 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 Vendor's written acceptance thereof 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 Letter of Acceptance

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 Letter of Acceptance and/or return of cashier order(s) and/or cheque(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day 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 Tendered 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)

| <i>Section 1 - Particulars of the Tenderer</i> | | | | |
|--|---------------|--|-----|--|
| Name | | | | |
| ID No. / Passport No. / BR No. | | | | |
| Address/ Registered office | | | | |
| Hong Kong Correspondence address (if different from above) | | | | |
| Contact details | Name | | | |
| | Telephone | | Fax | |
| | Email address | | | |

| <i>Section 2 – Tendered Property and Tender Price</i> (* Please delete where inapplicable) | | | | |
|--|--|-----------------------------------|------|-------------------|
| 1 | Tendered Property | House Number | | |
| | | | | |
| | | Residential Car Parking Spaces | | |
| | Tender Price (HK\$) | | | |
| | Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s)) | Amount (HK\$) | Bank | Cashier order no. |
| | | | | |
| | | | | |
| | Cheque(s) | Amount (HK\$) | Bank | Cheque no. |
| | | | | |
| | | | | |
| *2 | Tendered Property | House Number | | |
| | | | | |
| | | Residential Car Parking Spaces | | |
| | Tender Price (HK\$) | | | |
| | Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s)) | Amount (HK\$) | Bank | Cashier order no. |
| | | | | |
| | | | | |

| | | | | |
|----|---|--------------------------------|------|-------------------|
| | Cheque(s) | Amount (HK\$) | Bank | Cheque no. |
| | | | | |
| | | | | |
| *3 | Tendered Property | House Number | | |
| | | | | |
| | | Residential Car Parking Spaces | | |
| | Tender Price (HK\$) | | | |
| | Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s)) | Amount (HK\$) | Bank | Cashier order no. |
| | | | | |
| | | | | |
| | Cheque(s) | Amount (HK\$) | Bank | Cheque no. |
| | | | | |
| | | | | |
| *4 | Tendered Property | House Number | | |
| | | | | |
| | | Residential Car Parking Spaces | | |
| | Tender Price (HK\$) | | | |
| | Cashier order(s) (provided that a minimum amount of HK\$500,000 shall be paid by cashier order(s)) | Amount (HK\$) | Bank | Cashier order no. |
| | | | | |
| | | | | |
| | Cheque(s) | Amount (HK\$) | Bank | Cheque no. |
| | | | | |
| | | | | |

(Applicable only if the Tenderer has selected more than one (1) of the Properties for Tender) I/We submit this tender on the condition that I/we wish to be awarded **the tender in respect of only ONE of the Tendered Properties above**. I/We understand that if the tender of any one of the Tendered Properties above is accepted by the Vendor, the tender in respect of the other Tendered Properties would be disregarded and will not be considered or accepted by the Vendor. I/We also confirm, agree and accept that the Vendor has the absolute discretion to determine whether to accept the tender of any one of the Tendered Properties above, the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

Section 3 – Payment plan

The Tenderer confirms that the Purchase Price shall be paid in the following manner :-

☐

- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date of the Letter of Acceptance).
- 95% of the Purchase Price (balance of the Purchase Price) shall be paid within [] days after the date of the Letter of Acceptance.

☐

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

For details of the gifts, financial advantage or benefits, please refer to Annex 9.

Section 4 – Channel which Tenderer knows about Emerald Bay

Please indicate below the channel which the Tenderer knows about Emerald Bay and related information
(**†please tick one or more boxes**):-

- †☐ Internet
- †☐ Newspaper / Magazine, please specify: _____
- †☐ Estate Agents
- †☐ Referral by staff of China Evergrande Group,
please specify (Name and relevant company of China Evergrande Group, if known):

- †☐ Others

Section 5 – Other tender(s) submitted by the Tenderer and/or tender(s) submitted by Tenderer's Close Relative(s) (Only applicable where the Tenderer has submitted other tender(s) and/or the Tenderer's Close Relative(s) has/have submitted other tender(s))
(**† Please tick as appropriate**)

- †☐ I/We confirm that :-
- I/we have, at the same time of submitting this Tender Document, submitted separate Offer Form(s) (in the Tenderer's sole name but not in joint names with others) as follows (“**My/Our Other Tender(s)**”) :-

| | |
|-----|--|
| (1) | Tender in respect of the following property only : |
| (2) | Tender in respect of the following property only : |
| (3) | Tender in respect of the following property only : |
| (4) | Tender in respect of the following property only : |

and/or

my/our Close Relative(s) (as hereinafter defined) (in the Close Relative(s)'s sole name(s) but not in joint names with any others who are not Close Relative), whose name(s) and Hong Kong Identity Card number(s) or passport number(s) are set out in the table below, has/have submitted separate Offer Form(s) to the Vendor in respect of the property(ies) set out in the table below (“**Related Tender(s)**”) :-

| | | |
|-----|---------------------------------------|---|
| (1) | Name(s) of the Close Relative(s) | (i) (ii) (iii) |
| | HKID card(s) no(s)/Passport(s) no(s). | (i) (ii) (iii) |
| | Related Tender | Tender in respect of the following property only: |
| (2) | Name(s) of the Close Relative(s) | (i) (ii) (iii) |
| | HKID card(s) no(s)/Passport(s) no(s). | (i) (ii) (iii) |
| | Related Tender | Tender in respect of the following property only: |
| (3) | Name(s) of the Close Relative(s) | (i) (ii) (iii) |
| | HKID card(s) no(s)/Passport(s) no(s). | (i) (ii) (iii) |
| | Related Tender | Tender in respect of the following property only: |
| (4) | Name(s) of the Close Relative(s) | (i) (ii) (iii) |

| | | |
|--|---|---|
| | HKID card(s) no(s)/Passport(s) no(s). | (i) (ii) (iii) |
| | Related Tender | Tender in respect of the following property only: |

I/We submit this tender on the condition that the Vendor shall not accept this tender unless the Vendor also accepts **(i) ALL My/Our Other Tender(s) (if any) AND (ii) ALL the Related Tender(s)** at the same time. I/We also confirm, agree and accept that the Vendor has the sole discretion to determine whether the Close Relative(s) relationship is satisfied and that the tender results decided by the Vendor are final and I/we shall not raise any claims or objections in respect thereof.

For the purpose of this Section 5, “**Close Relative**” means a spouse, parent, child, brother, sister, grandparent or grandchild of the Tenderer(s).

Section 6 - Submission checklist

The following documents are submitted together with this Tender Document (for details, please see paragraph 2.8 of the Tender Notice): -

1. ☐ Tender Document with the Offer Form completed, signed and dated
2. ☐ Cashier order(s) and/or cheque(s)
3. ☐ Tenderer's identification documents
4. ☐ Intermediary's licence (if applicable)
5. ☐ Documentary evidence to prove the Close Relative(s) relationship referred to in Section 5 of the Schedule to the Offer Form (if such section has been completed)
6. Documents in Annex, duly signed and completed by the Tenderer:
 - (A) ☐ Measurements of the Tendered Property (undated)
 - (1) ☐ Warning to Purchasers (undated)
 - (2) ☐ Declaration of Relationship with the Vendor (undated)
 - (3) ☐ Personal Information Collection Statement (undated)
 - (4) ☐ Declaration in relation to Intermediary (undated)
 - (5) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (6) ☐ Vendor's Information Form (undated)
 - (7) ☐ Acknowledgement Letter for Properties Viewing (undated)
 - (8) ☐ Confirmation Letter regarding the right of purchasing a residential car parking space (if applicable) (undated)

Acknowledgement for receipt of documents relating to purchase of the Property #

Section 7 – Declaration regarding corporate Tenderer (not applicable to individual Tenderer)

We declare and agree as follows:-

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
2. 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 (i) the date of the Offer Form to (ii) 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.

| Director(s) | | |
|-------------|------|---|
| | Name | Hong Kong Identity Card No. / Passport No. / B.R. No. |
| 1. | | |
| 2. | | |
| 3. | | |

Section 8 - Signature of the Tenderer and witness

I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. 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 Tenderers if there is more than one 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:

X

Witnessed by:

X

Name of the authorized signature (if the Tenderer is a company):

Name of the witness:

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投標價購買投標物業, 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, 如本投標獲賣方接納, 則在正式合約簽署之前, 本招標文件(連同賣方的書面承約及出售條款) 構成本人 / 我們與賣方之間按照招標文件的條款及細則所訂立的一份具約束力的協議。

3. 收取接納書的地址

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及退回銀行本票及/或支票的地址。接納書在投郵後的第 2 個工作日將被視為已經正式收到。

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、提供資料或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。如有任何人士聲稱以賣方僱員或代理人之名義在買方購買投標物業時向其索取任何利益(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的細節(現在留白)(如有)。

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 | |
| | 電郵地址 | | | |

| 第 2 節 – 投標物業及投標價 (*請刪去不適用者) | | | | |
|--------------------------------|--|-----------|----|------|
| 1 | 投標物業 | 洋房屋號 | | |
| | | | | |
| | | 住宅停車位 | | |
| | 投標價 (HK\$) | | | |
| | 銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000) | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | | |
| | | | | |
| | 支票 | 金額 (HK\$) | | 支票編號 |
| | | | | |
| | | | | |
| *2 | 投標物業 | 洋房屋號 | | |
| | | | | |
| | | 住宅停車位 | | |
| | 投標價 (HK\$) | | | |
| | 銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000) | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | | |
| | | | | |

| | | | | |
|---|--|-----------|----|------|
| | 支票 | 金額 (HK\$) | | 支票編號 |
| | | | | |
| | | | | |
| *3 | 投標物業 | 洋房屋號 | | |
| | | | | |
| | | 住宅停車位 | | |
| | 投標價 (HK\$) | | | |
| | 銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000) | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | | |
| | | | | |
| | 支票 | 金額 (HK\$) | | 支票編號 |
| | | | | |
| | | | | |
| *4 | 投標物業 | 洋房屋號 | | |
| | | | | |
| | | 住宅停車位 | | |
| | 投標價 (HK\$) | | | |
| | 銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$500,000) | 金額 (HK\$) | 銀行 | 本票編號 |
| | | | | |
| | | | | |
| | 支票 | 金額 (HK\$) | | 支票編號 |
| | | | | |
| | | | | |
| <p>(只適用於投標者已選擇超過一(1)個該等招標物業的情況) 本人/我們提交本投標的前提為本人/我們僅願賣方接受上述該等投標物業的其中一(1)個投標物業的投標。本人/我們明白若賣方接受本人/我們的 本投標中任何一個投標物業的投標，本人/我們在本招標文件提交的其他投標物業的投標將不被理會及 不被賣方考慮或接受。本人/我們亦確認、同意及接受賣方有絕對酌情權決定是否接受上述該等投標物業的任何一(1)個投標物業的投標，賣方決定之投標結果為最終的結果，而本人/我們將不會就此提出任何申索或反對。</p> | | | | |

第 3 節 – 支付辦法

投標者確認樓價須以以下方式繳付： -

☐

- 臨時訂金即樓價 5%於投標獲賣方接納當日(即接納書的日期)繳付。
- 樓價 95%(樓價餘額)於接納書的日期後[]日內繳付

☐

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

有關贈品、財務優惠或利益的詳情，請參閱附件9。

第 4 節 – 投標者得知恆大·珺瓏灣的途徑

投標者透過以下何種途徑得知恆大·珺瓏灣及其相關資訊(†請別一個或多個方格): -

†☐ 互聯網

†☐ 報紙/雜誌, 請指明: _____

†☐ 地產代理

†☐ 中國恒大集團員工,

請指明 (姓名及相關中國恒大集團的公司的名稱, 如知悉): _____

†☐ 其他

第 5 節 – 投標者的其他投標及/或投標者的近親遞交的投標(僅適用於投標者已遞交其他投標及/或投標者的近親已遞交其他投標) (†請別適用者)

†☐ 本人/我們確認: -

本人/我們於遞交本招標文件時已同時 (以本人/我們的名義而非與他人聯名) 遞交以下獨立的 要約表格(「**本人/我們的其他投標書**」): -

| | |
|-----|--------------|
| (1) | 關於以下一個物業之投標: |
|-----|--------------|

| | |
|-----|--------------|
| (2) | 關於以下一個物業之投標: |
| (3) | 關於以下一個物業之投標: |
| (4) | 關於以下一個物業之投標: |

及/或

本人/我們的近親(定義見下文) (以近親的名義而非與任何非近親的其他人聯名) 而其姓名及香港身份證號碼或護照號碼列於下表, 已遞交有關下表所列物業的獨立要約表格(「**相關投標書**」):-

| | | |
|-----|--------------|----------------------|
| (1) | 近親的姓名 | (i) (ii) (iii) |
| | 香港身份證號碼/護照號碼 | (i) (ii) (iii) |
| | 相關投標書 | 關於以下一個物業之投標: |
| (2) | 近親的姓名 | (i) (ii) (iii) |
| | 香港身份證號碼/護照號碼 | (i) (ii) (iii) |
| | 相關投標書 | 關於以下一個物業之投標: |
| (3) | 近親的姓名 | (i) (ii) (iii) |
| | 香港身份證號碼/護照號碼 | (i) (ii) (iii) |

| | | |
|-----|--------------|----------------------|
| | 相關投標書 | 關於以下一個物業之投標: |
| (4) | 近親的姓名 | (i) (ii) (iii) |
| | 香港身份證號碼/護照號碼 | (i) (ii) (iii) |
| | 相關投標書 | 關於以下一個物業之投標: |

本人/我們提交本投標的前提為除非賣方亦同時接受(i) **所有本人/我們的其他投標書(如有的話)**及(ii) **所有相關投標書**，否則賣方不得接受本投標。本人/我們亦確認、同意及接受賣方可單獨酌情決定是否信納近親關係，以及賣方決定之投標結果為最終的結果，而本人/我們將不會就此提出任何申索或反對。

就本第 5 節而言，「**近親**」指投標者的配偶、父母、子女、兄弟、姐妹、(外)祖父母或(外)孫(女)。

第 6 節 – 遞交清單

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段):

1. ☐ 招標文件及要約表格已填妥、簽署及填上日期
2. ☐ 銀行本票及/或支票
3. ☐ 投標者的身份證明文件
4. ☐ 中介人的牌照(如適用)
5. ☐ 證明要約表格的附表第 5 節所指的近親關係的文件證據(若已填妥該節)
6. 由投標者填妥並簽署的附件的文件:
 - (A) ☐ 投標物業的量度尺寸 (未有填上日期)
 - (1) ☐ 對買方的警告 (未有填上日期)
 - (2) ☐ 與賣方關係的聲明 (未有填上日期)
 - (3) ☐ 收集個人資料聲明 (未有填上日期)
 - (4) ☐ 有關中介人的聲明 (未有填上日期)
 - (5) ☐ 關於印花稅的確認函 (未有填上日期)
 - (6) ☐ 賣方資料表格(未有填上日期)
 - (7) ☐ 物業參觀確認函 (未有填上日期)
 - (8) ☐ 住宅車位認購權確認信 (如適用) (未有填上日期)

第 7 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(i)本要約表格的日期至(ii)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公司文件及資料, 以便核實於下表列出的投標者的董事的資料, 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 / 商業登記號碼 |
| 1. | | |
| 2. | | |
| 3. | | |

第 8 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, 填妥要約表格及其附表。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，要約表格須由所有投標者簽署。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：

X

見證人簽署：

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

Annex

(附件不屬於招標文件的一部份。然而，投標者須簽署以下標有“#”號的文件並連同招標文件一併遞交。)

(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with “#” should be signed and submitted together with the Tender Document.)

- A. 投標物業的量度尺寸#
Measurements of the Tendered Property#
- 1. 對買方的警告 #
Warning to Purchasers #
- 2. 與賣方關係的聲明 #
Declaration of Relationship with the Vendor #
- 3. 收集個人資料聲明 #
Personal Data Collection Statement #
- 4. 有關中介人的聲明 #
Declaration in Relation to Intermediary #
- 5. 關於印花稅的確認函 #
Acknowledgement Letter Regarding Stamp Duty #
- 6. 賣方資料表格#
Vendor's Information Form#
- 7. 物業參觀確認函#
Acknowledgement Letter for Properties Viewing#
- 8. 住宅車位認購權確認信#
Confirmation Letter regarding the right of purchasing a residential car parking space#
- 9. 贈品、財務優惠或利益的列表
List of gift, financial advantage or benefit

PART 4: LETTER OF ACCEPTANCE

Fortune Choice Development Limited

BY HAND/BY POST

Date: _____

Dear Sirs

Re: House [] with Residential Car Parking Spaces [] , [] of Emerlad Bay Phase 1, Tuen Mun, New territories (the "Property")

We refer to the Tender Document dated _____ submitted by you for the purchase of the Property (the "Tender Document"). Terms defined in the Tender Document shall have the same meaning when used in this Letter of Acceptance unless otherwise defined herein.

We write to inform you that, pursuant to paragraph 3.2 of the Tender Notice in the Tender Document, Fortune Choice Development Limited (the "Vendor") accepts your tender submitted in the Tender Document. The following are returned with this Letter of Acceptance for your handling: -

- Tender Document
- Schedule for Legal Fee(s) (with stamp duty calculation)
- "Keep Money Laundering Away from Hong Kong" Leaflet

The Tender Document and this Letter of Acceptance constitute a binding agreement between the Vendor and you as the Purchaser for the sale and purchase of the Property. According to the Tender Document, you, as the Purchaser, shall attend the office of the Vendor's solicitors together with the Tender Document and this Letter of Acceptance within 5 working days after the date of this Letter of Acceptance (in this respect time shall be of the essence) to (i) sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment; (ii) pay the sum (if any) as being due on signing of the Agreement; and (iii) pay all stamp duties payable on the Agreement.

In the event of any discrepancy between the English version of this Letter of Acceptance and its Chinese translation, the English version shall prevail.

Yours faithfully,

For and on behalf of
Fortune Choice Development Limited

Encl.

*[End of Part 4: Letter of Acceptance]
[End of the Tender Document]*

第 4 部份：接納書

福彩發展有限公司

送遞/郵寄

日期: _____

敬啟者

有關：屯門恆大．珺瓏灣第 1 期 洋房【 】連住宅停車位【 】，【 】（「該物業」）

本公司就有關閣下就購買該物業遞交的日期為_____年__月__日的招標文件(下稱「**招標文件**」)致函閣下。除非本接納書另有定義，招標文件中所定義的詞語在本接納書中應具有相同含義。

本公司現致函通知閣下，根據招標文件內的招標公告第 3.2 段，福彩發展有限公司(下稱「**賣方**」)接納閣下於招標文件內的承投。現隨本接納書返回以下文件供閣下處理：

- 招標文件
- 律師收費表（附印花稅計算方法）
- “嚴禁清洗黑錢”宣傳單張

招標文件連同本接納書構成賣方與閣下作為買方就買賣該物業的有約束力的協議。閣下(作為買方)須根據招標文件於本接納書的日期之後的五個工作日內攜帶招標文件及本接納書到賣方律師的辦事處辦理下列手續(必須嚴守所訂日期)：(i) 簽署賣方代表律師所訂定之標準正式合約；(ii) 繳交在簽署正式合約之同時應付之款項(如有)；及(iii) 同時交付就正式合約應付之所有印花稅。

如本接納書的英文文本與中文譯本有任何不一致之處，則以英文文本為準。

此致

上述收件人

代表福彩發展有限公司

附件

[第 4 部份：接納書完]
[招標文件完]

附件 A

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
發展項目名稱及地址: 恆大·珺瓏灣, 屯門管翠路8號

| Phase (the "Property" "本物業") | 期數 | House | 洋房 | Residential Car Parking Spaces | 住宅停車位 |
|---------------------------------|----|-------|----|--------------------------------|-------|
|---------------------------------|----|-------|----|--------------------------------|-------|

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

本物業的量度尺寸如下一

I/We understand this Measurements of the Tendered Property forms part of the Preliminary Agreement. I/We hereby irrevocably authorize the Vendor and its

(a) 本物業的實用面積為 _____ 平方米/
the saleable area of the Property is _____ square metres/ _____ 平方呎, 其中—
_____ 平方米/ _____ square feet of which—
_____ square metres/ _____ 平方呎為露台的樓面面積;
_____ square metres/ _____ 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; 及
_____ square metres/ _____ square feet is the floor area of the utility platform; and

(b) 其他量度尺寸為—
other measurements are—

| | | | | |
|--------|-------|------------------------|-------|----------------------|
| 平台的面積為 | _____ | 平方米/ square metres/ | _____ | 平方呎; square feet; |
| 花園的面積為 | _____ | 平方米/ square metres/ | _____ | 平方呎; square feet; |
| 天台的面積為 | _____ | 平方米/ square metres/ | _____ | 平方呎; square feet; |
| 梯屋的面積為 | _____ | 平方米/ square metres/ | _____ | 平方呎。 square feet. |

(c) 停車位的面積為一 _____ 平方米/ _____ 平方呎;
the area of the parking space is _____ square metres/ _____ square feet;
_____ 平方米/ _____ 平方呎.
_____ square metres/ _____ square feet.

representatives to correct any mistake/error/typo found in this Measurements of the Tendered Property.

本人/我們明白本投標物業的量度尺寸構成臨時合約的一部份。本人/我們現不可撤回地授權賣方及其代表修正任何本投標物業的量度尺寸發現之錯失/錯誤/錯字。

Date 日期:

Signature of Purchaser(s)

買方簽署:

WARNING TO PURCHASERS

PLEASE READ CAREFULLY

對買方的警告
買方請小心閱讀

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
發展項目名稱及地址: 恒大·珺璵灣, 屯門管翠路 8 號

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位
(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

- (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。

Signature of Purchaser(s)

買方簽署:

Date 日期:

Note 備註:

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

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

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

日期 Date :

Name and address of the Development: Emerald Bay 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 恒大·珺瓏灣 屯門管翠路 8 號

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位
(the "Property" "本物業")

賣方 Vendor: Fortune Choice Development Limited 福彩發展有限公司 (as "Owner" 作為「擁有人」)*

Tianji Holding Limited 天基控股有限公司 (as "Person so Engaged" 作為「如此聘用的人」)# ("the Vendor" "賣方")

賣方的控權公司: Yong Shan Holdings Limited (永善控股有限公司), Prestige City International Limited (威城國際有限公司), OCI Investment Fund SPC, acting for OCI Real Estate Fund I S.P., OCI Asset Management (Cayman) Co. Ltd., OCI Holding (Cayman) Co. Ltd., OCI International Capital Limited (東建國際資本有限公司), OCI International Capital (BVI) Ltd. (東建國際資本(英屬維爾京群島)有限公司), OCI International Holdings Limited (東建國際控股有限公司), 恒大地产集团有限公司, 广州市凯隆置业有限公司, 广州市超丰置业有限公司, ANJI (BVI) Limited (安基 (BVI) 有限公司), and China Evergrande Group 中國恒大集團

如此聘用的人(Tianji Holding Limited 天基控股有限公司)的控權公司 Holding companies of the Person So Engaged: 恒大地产集团有限公司, 广州市凯隆置业有限公司, 广州市超丰置业有限公司, ANJI (BVI) Limited (安基 (BVI) 有限公司), and China Evergrande Group (中國恒大集團)

請於下表中適用的方格打✓確認存在或不存在相關關係 Please ✓ the appropriate box in the table below to indicate the existence or absence of the relationship(s) concerned.

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請註明)/商業登記證號碼 I.D./Passport (Please specify)/B.R. No. |
|--------|---------------------------|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

| | | 買方編號 Purchaser No. | | | |
|----|--|--------------------------|--------------------------|--------------------------|--------------------------|
| | | 1 | 2 | 3 | 4 |
| A. | 我/我們現確認我/我們是獨立的第三者•與賣方並非有關連人士。 I/We hereby confirm that I/we am/are independent third party, and am/are not a related party to the Vendor. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. | 我/我們現確認, 就《一手住宅物業銷售條例》而言, 我/我們是賣方之關連人士。 I/We hereby confirm that I/we am/are the related party to the Vendor under the Residential Properties (First-Hand Sales) Ordinance. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 我/我們現進一步確認, 我/我們是: I/We hereby further confirm that I/we am/are : | | | | |
| | 賣方的董事 a director of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 賣方董事的父母 a parent of a director of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 賣方董事的配偶 a spouse of a director of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 賣方董事的子女 a child of a director of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 賣方的經理 a manager of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司 a private company of which such a director, parent, spouse, child or manager is a director or shareholder | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 賣方的有聯繫法團或控權公司 an associate corporation or holding company of the Vendor | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述有聯繫法團或控權公司的董事 a director of such an associate corporation or holding company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述有聯繫法團或控權公司的董事的父母 a parent of a director of such an associate corporation or holding company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述有聯繫法團或控權公司的董事的配偶 a spouse of a director of such an associate corporation or holding company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述有聯繫法團或控權公司的董事的子女 a child of a director of such an associate corporation or holding company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 上述有聯繫法團或控權公司的經理 a manager of such an associate corporation or holding company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

我 / 我們承諾如我 / 我們在簽立本物業的正式買賣合約或之前就上述情況有任何改變, 我 / 我們將以書面通知賣方。I/We undertake to notify the Vendor in writing on any change of the above information on or prior to my/our signing of the formal Agreement for Sale and Purchase of the Property.

「有聯繫法團」 就某法團或指明團體而言，指(a)該法團或指明團體的附屬公司；或(b)該法團或指明團體的控權公司的附屬公司；
"associate corporation", in relation to a corporation or specified body, means (a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body

「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)

「經理」具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義； and
"manager" has the meaning given by section 2(1) of the Companies Ordinance (Cap.622); and

「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).

買方簽署確認

Signature(s) of Purchaser(s) to confirm: 1. _____ 2. _____ 3. _____ 4. _____

Note 備註:

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

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

Personal Data Collection Statement**收集個人資料聲明**

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
發展項目名稱及地址: 恆大·珺瓏灣, 屯門管翠路 8 號

#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位
(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
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Please read the following notes carefully as they contain important information about how we would like to use your personal data.

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

The Vendor wishes to collect your name, identity card / passport number, mailing address, telephone number, email address and fax number (collectively "personal data") for the purposes of:

賣方擬收集閣下的姓名、身份證/護照號碼、通訊地址、電話號碼、電郵地址及傳真號碼(統稱「個人資料」)作下列用途:

(i) dealing with all legal and other necessary administrative matters relating to your purchase of residential unit(s) and/or parking space(s) in the Development by the Vendor, and protecting their interests in the Development, ("Obligatory Purposes"); and

(i) 供賣方處理與閣下購買發展項目的住宅單位及/或車位有關的所有法律及其他必需的行政事宜, 並保障前述各方在發展項目中的權益 (「強制性用途」); 及

(ii) sales and direct marketing to you by the Vendor and/or the associated companies of the Vendor (whether in or outside Hong Kong) regarding all of their respective property development or rental projects, including but not limited to the direct marketing to you of the residential units and/or parking spaces in the Development and conducting marketing, sale and statistical analysis ("Voluntary Purposes").

(ii) 供賣方及/或賣方之有關公司(不論是否在香港)就在開發項目或出租項目向閣下作出銷售及直接促銷, 包括但不限於向閣下作出在發展項目的住宅單位及/或車位的直接促銷, 以及進行促銷、銷售及統計分析 (「自願性用途」)。

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

賣方乃需要閣下的個人資料作強制性用途。如果閣下不提供閣下的個人資料予賣方作此等用途, 賣方將不能夠作出強制性用途, 這可能對閣下購買在發展項目中的住宅單位及/或車位及/或與此有關的行政事宜有不利影響。

The Voluntary Purposes are only voluntary purposes and you are not obliged to consent to the use of your personal data for these purposes if you do not wish the Vendor and/or the associated companies or subsidiaries of the Vendor to use your personal data for direct marketing in relation to the property development or rental projects, including but not limited to the residential units and/or parking spaces in the Development, or marketing, sale and statistical analysis.

自願性用途僅屬自願性質, 如果閣下不希望賣方及/或賣方之有關公司使用閣下的個人資料向閣下進行開發項目或出租項目(包括但不限於在發展項目的住宅單位及/或車位)的直接促銷, 或者促銷、銷售及統計分析, 閣下並無責任同意閣下的個人資料被用作此等用途。

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

除非已獲得閣下有關於此等使用或提供的書面同意, 賣方不得使用或提供閣下的個人資料作自願性用途。

The Vendor will take all practicable steps to keep your personal data confidential, and **if you agree and provide your written consent**, will provide and transfer your personal data to the associated companies of the Vendor (whether in or outside Hong Kong), banks, financial institutions, estate agents and third party service providers who may then use your personal data for the Voluntary Purposes. The Vendor will not transfer your personal data to any other person without your consent.

賣方將會採取所有切實可行的步驟, 以保密閣下的個人資料, 及如果閣下同意及提供書面同意, 將會把閣下的個人資料提供及轉移予賣方之有關公司(不論是否在香港)、銀行、財務機構、地產代理及第三者服務供應商, 而前述各方繼而可使用閣下的個人資料作自願性用途。在沒有閣下同意下, 賣方不會把閣下的個人資料轉移予任何其他人士。

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

閣下可隨時撤回閣下的同意並要求賣方停止使用閣下的個人資料作自願性用途, 而賣方必須在不收費的情況下停止如此使用該等資料。

用該等資料。

The Vendor will keep your personal data only for so long as necessary to fulfill the Obligatory Purposes and, if you consent, the Voluntary Purposes. Upon fulfillment of the Obligatory Purposes and, if you consent, the Voluntary Purposes, and withdrawal of your consent or occurrence of other circumstances where your personal data is no longer required, the Vendor will destroy your personal data as soon as practicable after the Vendor are no longer obliged to retain such data by law.

賣方將只在為落實強制性用途及(如果閣下同意)自願性用途所需的期間內，方會保存閣下的個人資料。

在落實強制性用途及(如果閣下同意)自願性用途後、閣下撤回同意或者出現發生不再需要閣下的個人資料之其他情況時，賣方將會在根據法律再無責任保留閣下的個人資料之後，在切實可行的範圍內盡快銷毀該等資料。

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

閣下可隨時要求查閱及/或改正在賣方的紀錄中閣下的個人資料。如要行使此等權利，閣下可按以下地址與賣方聯絡，並在閣下的通訊註明「保密」字樣。

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

如欲 (1) 要求 (i) 查閱資料或改正資料及/或 (ii) 索取有關賣方在個人資料方面的政策及實務的一般資料

及 (2) 提出有關賣方處理個人資料的一般問題及投訴，應致函予以下人士(註明「保密」字樣)：

Fortune Choice Development Limited

Address: 15/F, YF Life Centre, 38 Gloucester Road, Wan Chai, Hong Kong Attn: Personal

Data Privacy Officer

Email Address: salesdept@evergrande.com

FAX no.: 2329-3999

福彩發展有限公司

地址：香港告士打道38號萬通保險中心15樓

個人資料私隱主任

電郵地址: salesdept@evergrande.com

FAX no.: 2329-3999

Tianji Holding Limited

Correspondence address: 15/F, YF Life Centre, 38 Gloucester Road, Wan Chai, Hong Kong Attn: Personal

Data Privacy Officer

Email Address: salesdept@evergrande.com

FAX no.: 2329-3999

天基控股有限公司

通信地址：香港告士打道38號萬通保險中心15樓

個人資料私隱主任

電郵地址: salesdept@evergrande.com

FAX no.: 2329-3999

I have read this Statement and agree to its terms.

本人已閱讀本聲明並同意其條款。

☐ By checking this box, I instruct the Vendor NOT to use my personal data for the Voluntary Purposes described above. (If I do not check this box, I understand that the Vendor will use my personal data for its Voluntary Purposes described above.)

本人在此空格加上剔(「」)號，即表示本人指示賣方不得使用本人的個人資料作上述自願性用途。(如果本人並不在此空格加上剔(「」)號，即表示本人明白，賣方將會使用本人的個人資料作其上述自願性用途。)

Signature of Purchaser(s):

買方簽署：_____

Name of Purchaser:

買方姓名：_____

Date:

日期：_____

If there is any inconsistency between the English and Chinese version, the English version shall prevail.

英文版本與中文版本如有任何抵觸，概以英文文本為準。

Note 備註:

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

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

Declaration in relation to Intermediary有關中介人的聲明

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 恆大·珺瓏灣, 屯門管翠路 8 號

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位

(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
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1. The Purchaser(s) hereby declare(s) that the following person has introduced the Purchaser to the Vendor for the purchase of the Property under a Preliminary Agreement for Sale and Purchase:

買方確認經由下述人士介紹到賣方簽署臨時買賣合約購買本物業:

Name 姓名: _____

EAA License No. 地產代理牌照號碼: _____

Estate Agency 所屬地產代理公司: _____

The aforesaid person and the estate agency to which he/she belongs will each be referred to as an "Intermediary".

上述介紹人及其所屬地產代理公司以下各稱「中介人」。

2. The Purchaser(s) acknowledge(s) and confirm(s) the followings:

買方知悉及確認以下各項:

- (a) Each Intermediary did not make and is not authorized or permitted by the Vendor to make any oral or written agreement, representation, warranty or undertaking on behalf of the Vendor. The Vendor is not and will not be liable in any way whatsoever to the Purchaser or anyone for any such agreement, representation, warranty or undertaking made by any Intermediary and is not and will not in any circumstances be liable to perform the same for any Intermediary.

任何中介人均沒有代賣方作出、亦沒有被賣方授權或批准代賣方作出任何口頭或書面的協議、陳述、保證或承諾。賣方不須就任何中介人所作出的任何協議、陳述、保證或承諾(如有)向買方或其他人以任何形式負責,在任何情況下亦不須代任何中介人履行該等協議、陳述、保證或承諾。

- (b) The Vendor and its staff did not and will not collect directly or indirectly any fees or commissions in addition to the purchase price of the Property and administrative fees for amending the agreement for sale and purchase or provision of information or copies of documents, etc. from the Purchaser or any Intermediary (except for verifying the payment terms). If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption (I.C.A.C.).

賣方及其職員並無亦不會直接或間接向買方或任何中介人收取本物業的樓價、更改買賣合約及提供資料、副本手續費等以外之任何費用或佣金(用以核對付款方式除外)。買方如遇任何人士以賣方職員或代理之名義,在購買本物業時向其索取任何利益(金錢或其他利益)時,買方應向廉政專員公署(I.C.A.C.)舉報。

- (c) The Vendor did not and will not authorize any Intermediary to collect any fees or commissions from the Purchaser.

賣方並無亦不會授權任何中介人向買方收取任何費用或佣金。

- (d) The Purchaser acknowledges and confirms and agrees that commissions shall be paid by the Vendor to the Intermediary mentioned in paragraph 1 above.

買方知悉及確認及同意上述第 1 段所提及的中介人將從賣方收取佣金。

- (e) The Vendor is not and will not be involved in any dispute between the Purchaser and any 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 of the Property.

買方與任何中介人之任何纏繞,一概與賣方無關。本物業之買賣交易一切依據本物業之臨時買賣合約及正式買賣合約的條款及條件進行。

3. The Chinese translation of this declaration is for reference purposes only. In case of any conflict or discrepancy between the Chinese and English versions of this declaration, the English version shall prevail.

本聲明中文譯本僅供參考,如本聲明中英文文本有任何歧義,概以英文文本為準。

Signature of Purchaser(s)

買方簽署: _____

Signature of Intermediary:

中介人簽署: _____

Date 日期: _____

Date 日期: _____

Note 備註:

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

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

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

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
發展項目名稱及地址: 恆大·珺瓏灣, 屯門管翠路 8 號

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位
(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
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The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase ("Preliminary Agreement") and the formal agreement for sale and purchase ("Agreement for Sale and Purchase") of the Property:

買方謹此確認及知悉在簽署本物業之臨時買賣合約(「臨時合約」)及正式買賣合約(「買賣合約」)之前, 買方已獲悉以下事項及其影響:

Ad Valorem Stamp Duty under the Stamp Duty (Amendment) Ordinance 2018《2018 年印花稅(修訂)條例》之從價印花稅稅率

- The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 (the "2018 Amendment Ordinance") with retrospective effect from 5 November 2016. The Stamp Duty Ordinance (the "Ordinance") has been amended by the 2018 Amendment Ordinance to increase the ad valorem stamp duty ("AVD") rates of for residential property transactions to a flat rate of 15% ("New Rate"), such that any instrument executed on or after 5 November 2016 for the sale and purchase or transfer of residential property, unless specifically exempted or provided otherwise, will be subject to the AVD at New Rate. AVD at New Rate is applicable to any residential property (except that acquired by a Hong Kong Permanent Resident ("HKPR") who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition) acquired either by an individual or a company.
《印花稅(修訂)條例 2018》(「2018 修訂條例」)已於 2018 年 1 月 19 日刊憲, 法例具有追溯效力至 2016 年 11 月 5 日。2018 修訂條例修訂了《印花稅條例》(「該條例」), 調高住宅物業交易的「從價印花稅」稅率至劃一 15%(「新稅率」), 以致任何在 2016 年 11 月 5 日或以後簽立以買賣或轉讓住宅物業的文書, 除獲特定豁免或另有規定外, 均須繳付以新稅率計算的從價印花稅。任何以個人或公司名義取得的住宅物業(除非該住宅物業是由香港永久性居民代表自己行事取得, 而該香港永久性居民在取得有關住宅物業時, 在香港沒有擁有任何其他住宅物業), 均須繳付以新稅率計算的從價印花稅。

Tightening Up of Exemption Arrangement收緊豁免安排

- The Stamp Duty (Amendment) (No.2) Ordinance 2018 was gazetted on 20 April 2018 with retrospective effect from 12 April 2017. Unless specifically exempted or otherwise provided by law, any instrument executed on or after 12 April 2017 for the sale and purchase or transfer of residential property, if covering more than one residential property, will be subject to AVD at New Rate even though those residential properties are acquired by a HKPR who is acting on his/her own behalf and does not own any other residential property in Hong Kong at the time of acquisition.
《2018 印花稅(修訂)(第 2 號)條例》已於 2018 年 4 月 20 日刊憲, 法例具有追溯效力至 2017 年 4 月 12 日。除獲特定豁免或另有法律規定外, 任何在 2017 年 4 月 12 日或以後簽立以買賣或轉讓住宅物業的文書, 若該文書包含多於一個住宅物業, 則即使該等住宅物業是由香港永久性居民代表自己行事取得, 而該香港永久性居民在取得有關住宅物業時, 在香港沒有擁有其他任何住宅物業, 仍須按新稅率繳付從價印花稅。
- There is no change to the circumstances under which AVD at Scale 2 rates are applicable or AVD is exempt.
可按第 2 標準稅率繳納「從價印花稅」或可獲豁免「從價印花稅」的情況沒有改變。

4. For details of the applicable exemptions to AVD at New Rate and the said Bill, please browse the Inland Revenue Department website (www.ird.gov.hk).

有關以新稅率計算的「從價印花稅」適用的豁免及該條例草案的詳情，請瀏覽稅務局網頁(www.ird.gov.hk)。

Procedures to be followed by the Purchaser

買方須遵守的程序

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-

如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：

- (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "Statutory Declaration") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).

買方或每名買方(視適用情況而定)須作出法定聲明(依照法訂表格)及附上閣下的香港身分證副本。

- (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-

買方承諾向賣方律師交付並促使其律師向賣方律師交付：

- (i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and

在買賣合約訂立之日起 17 天內，「法定聲明」的核證副本連同已填妥的 IRSD 118 表格及印花稅署不時要求的其他表格或其他證明文件；及

- (ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的核證副本，或印花證明書的核證副本，以證明已完全繳付買賣合約之印花稅。

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.

如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

Other Matters

其他事項

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.

本人 / 我們確認及知悉，若本人 / 我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人 / 我們須就此向賣方作出十足的彌償。

8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.

本人 / 我們明白，本人 / 我們負上全部責任確定本人 / 我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。

9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.

本人 / 我們知悉及同意，若本人 / 我們有意申請豁免「買家印花稅」或豁免以新稅率計算「從價印花稅」(視情況而定)，本人 / 我們須支付所有就該申請而必需由本人 / 我們或第三方(如適用)作出的「法定聲明」所涉及的法律費用及代墊付費用。

10. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.

本人 / 我們知悉本文件不構成你們給予本人 / 我們任何意見或陳述。本人 / 我們明白如有疑問，本人 / 我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人 / 我們及 / 或本人 / 我們是否可獲豁免「買家印花稅」有決定權。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.

本信件任何條款都不應被視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signature of Purchaser(s)

買方簽署：

Date 日期：

Note 備註：

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

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

賣方資料表格 Vendor's Information Form

本賣方資料表格由賣方提供。This Vendor's Information Form is provided by the Vendor.

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
 發展項目名稱及地址: 恒太· 珞瓏灣, 屯門管翠路 8 號
 Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位

(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

- (a) 須就該物業支付的管理費款額: 港幣\$ 見附表 . (見註 1)
 The amount of the management fee that is payable for the Property: HK\$ see attached table . (See note 1)
- (b) 須就該物業繳付的地稅(如有的話)的款額: 該物業的每年應課差餉租值的百份之三(有待差餉物業估價署評估)
 The amount of the Government rent (if any) that is payable for the Property: 3% of the rateable value of the Property per annum (to be assessed by Rating and Valuation Department)
- (c) 業主立案法團(如有的話)的名稱: 沒有
 The name of the owners' incorporation (if any): Nil
- (d) 發展項目的管理人的姓名或名稱: 升裕物業管理有限公司
 The name of the manager of the Development: Fortune Ascent Property Management Limited
- (e) 賣方自政府或管理處接獲的關乎發展項目中的住宅物業的擁有人須分擔的款項的任何通知: 沒有
 Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development: Nil
- (f) 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部份恢復原狀的任何通知: 沒有
 Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development : Nil
- (g) 賣方所知的影響該物業的任何待決的申索: 沒有
 Any pending claim affecting the Property that is known to the Vendor: Nil

印製日期 Date of Printing: 25/05/2023

買方現確認在簽署該物業之臨時買賣合約之前, 買方已收到此份賣方資料表格。

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the preliminary agreement for sale and purchase of the Property.

Signature(s) of Purchaser(s) 買方簽署

Date 日期

| Phase | House | Undivided Share | Management Fee (per Month) |
|-------|-------|-----------------|--------------------------------|
| 1 | A1 | 271 | HKD\$ 13,307.00 |
| | A2 | 276 | HKD\$ 13,552.00 |
| | A3 | 244 | HKD\$ 11,981.00 |
| | A5 | 252 | HKD\$ 12,374.00 |
| | A6 | 252 | HKD\$ 12,374.00 |
| | A7 | 253 | HKD\$ 12,423.00 |
| | A8 | 252 | HKD\$ 12,374.00 |
| | A9 | 252 | HKD\$ 12,374.00 |
| | A10 | 251 | HKD\$ 12,325.00 |
| | A11 | 245 | HKD\$ 12,030.00 |
| | A12 | 268 | HKD\$ 13,159.00 |
| | B1 | 248 | HKD\$ 12,177.00 |
| | B2 | 246 | HKD\$ 12,079.00 |
| | B3 | 248 | HKD\$ 12,177.00 |
| | B5 | 248 | HKD\$ 12,177.00 |
| | B6 | 248 | HKD\$ 12,177.00 |
| | B7 | 249 | HKD\$ 12,226.00 |
| | B8 | 242 | HKD\$ 11,883.00 |
| | B9 | 244 | HKD\$ 11,981.00 |
| | B10 | 249 | HKD\$ 12,226.00 |
| | B11 | 250 | HKD\$ 12,275.00 |
| | B12 | 246 | HKD\$ 12,079.00 |

Remark:

1. There are no House Nos. A4 and B4.
2. Each House includes the entire walls enclosing the House, (if any) balcony (including the glass balustrade thereof), garden, roof, flat roof, stairhood, Manoeuvring Area, windows and 2 House Car Parking Spaces thereof.

物業參觀確認函 Acknowledgement Letter for Properties Viewing

本賣方資料表格由賣方提供。This Vendor's Information Form is provided by the Vendor.

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 恆大·珺璵灣, 屯門管翠路 8 號

Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位

(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：

I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:

請選擇 Please specify :

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

- ☐ 且本人/我們已於下述日期於簽署該物業之臨時買賣合約前參觀過該物業。
And I/we have viewed the Property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property

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

或 OR

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

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

- ☐ 且本人/我們已於下述日期於簽署該物業之臨時買賣合約之前參觀過與該物業相若的住宅物業。
and I/we have viewed the comparable residential property on the date stated below prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

與該物業相若的住宅物業：恆大·珺璵灣第__期洋房_____

Comparable residential property : House_____of Emerald Bay Phase_____

參觀與該物業相若的住宅物業日期

或 OR

Date of viewing the comparable residential property :

- ☐ 但經充份考慮後本人/我們自主選擇決定於簽署該物業之臨時買賣合約前不參觀與該物業相若的住宅物業。
but after due consideration and out of my/our free will and choice I/we decided not to view the comparable residential property prior to my/our signing of the preliminary agreement for sale and purchase of the Property.

Signature(s) of Purchaser(s) 買方簽署

Date 日期

住宅車位認購權確認信**Confirmation Letter regarding the right of purchasing a residential car parking space**

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD, TUEN MUN, NT
 發展項目名稱及地址: 恒太. 珺瓏灣, 屯門管翠路 8 號
 Phase 期數 House 洋房 Residential Car Parking Spaces 住宅停車位

(the "Property" "本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|--------|---------------------------|--|
| 1 | | |
| 2 | | |
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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司(as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司(as "Person so Engaged" 作為「如此聘用的人」)#

優惠 Benefit : 優先認購發展項目中一個住客停車位 Priority to purchase a residential parking space in the Development

We refer to your purchase of the Property. Subject to contract, the Vendor may sell to the Purchaser One residential parking space in the Development (to be determined by the Vendor in its sole and absolute discretion) at such time as the Vendor may in its sole and absolute discretion determine, and subject to and upon the following terms and conditions:

就閣下購買該物業一事，受制於合約，賣方可於其全權及絕對酌情決定的時間向買方出售一個發展項目的住宅停車位(該停車位由賣方全權及絕對酌情決定)，及受下列的條款及條件約束：

You shall execute the agreement for sale and purchase in respect of the Property ("the Agreement") within 5 working days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.

閣下須於簽署臨時合約後的 5 個工作日內按臨時合約之條款及條件簽立有關該物業的買賣合約(「買賣合約」)。

You shall observe, perform and comply with all the terms and conditions in the Agreement including but not limited to the payment terms as specified therein.

閣下必須完全遵守、履行及符合買賣合約內所有條款及條件，包括但不限於其中所列的支付條款。

You shall observe, perform and comply with the terms and conditions as may be specified in the notice that we (on behalf of the Vendor) may serve upon you from time to time regarding the arrangement of the sale of residential parking spaces ("Notice").

閣下必須完全遵守、履行及符合本司(代賣方行事)可能不時發給閣下有關於出售住客停車位的安排事宜的通知書(「通知書」)中所列的條款及條件。

In the event that you as purchaser fail to observe, perform or comply with any of the terms or conditions contained in the Preliminary Agreement, the Agreement, this Letter and /or the Notice, this Letter shall become null and void upon which you shall not be entitled to any of the benefit(s) contained in this Letter which shall be deemed to have been withdrawn without prejudice to the Vendor's rights and claims against you under the Preliminary Agreement, the Agreement and the applicable laws.

若閣下未能遵守、履行或符合臨時合約、買賣合約、本函及/或通知書內任何條款或條件，本函即告作廢並無效而上述優惠將即時被撤銷，且不損害賣方於臨時合約、買賣合約及其他適用法律下之其他權利及申索。

In the event that any offer to sell is made by the Vendor (which offer the Vendor is not obliged to make), such offer shall lapse if the Purchaser fails to accept such offer and fully comply with the terms and conditions of such offer within the time as set out in such offer.

在賣方作出任何出售要約(而賣方無須作出任何出售要約)的情況下，如買方未能於該出售要約中指明的時間內接受該出售要約及全面遵從該出售要約的條款和條件，該出售要約將告失效。

In the event that an offer to sell is made by the Vendor (which offer the Vendor is not obliged to make) and you have accepted such offer, you shall present this Letter to us at the time of signing the preliminary agreement for sale and purchase of the residential parking space.

如賣方作出出售要約(而賣方無須作出任何出售要約)而閣下接受該要約，閣下必須於簽署住客停車位的臨時買賣合約時出示本函予本司。

This Letter is independent of the Preliminary Agreement or the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. Nothing in this letter shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, the Vendor's decision not to make any offer shall not entitle the Purchaser to any remedy or damages whatsoever and you shall still be obliged to observe, perform and comply with all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement.

本函獨立於臨時合約及買賣合約，本函任何內容均不得視作取替或更改臨時合約或買賣合約內的任何條款及/或條件。賣方所有於臨時合約及買賣合約下之權利及補償均不受本函影響。本函任何內容均不會以任何方式損害、變更或影響臨時合約或買賣合約的運作、有效性或可強制執行性或臨時合約或買賣合約各方的權利、義務或責任。為免生疑問，若賣方決定不作出任何出售要約，閣下無權享有任何補償或損害賠償，及閣下仍須遵守、符合及履行臨時合約及買賣合約的所有條款及條件及按臨時合約及買賣合約的條款完成購買物業。

In the event that an offer to sell is made by the Vendor (which offer the Vendor is not obliged to make), such offer is non-assignable and non-transferable and can only be accepted by you personally.

如賣方作出出售要約(而賣方無須作出任何出售要約)，該要約不能轉讓及轉移，及只能由閣下本人接受。

The Chinese translation of this letter is for reference purpose only. In case of any inconsistency, the English version shall prevail.

本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Acknowledgment of receipt by Purchaser:

買方確認簽收：

Signature(s) of Purchaser(s) 買方簽署

Date 日期：

Annex 9

附件 9

贈品、財務優惠或利益的列表

List of gifts, financial advantage or benefits

第I部份 Part I

1. 視乎買方其要約表格所選擇的支付辦法，賣方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。如臨時買賣合約或正式買賣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。

Depending on the payment plan selected by the Purchaser in his/her/its Offer Form, the relevant gifts, financial advantage or benefits of the payment plan will be made available by the Vendor to the Purchaser in connection with the purchase of the Property. The Vendor's agreement to provide the gifts, financial advantage or benefits shall cease to have any force or effect if the Preliminary Agreement for Sale and Purchase or the Agreement for Sale and Purchase is/are terminated or cancelled for whatever reason.

2. 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。

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.

3. 所有提供予買方的贈品、財務優惠或利益予僅對買方有效，且買方無權向任何其它人仕出讓或以任何方式轉讓任何該等贈品、財務優惠或利益。賣方有絕對酌情權決定買方是否符合資格可獲得該等贈品、財務優惠或利益。賣方亦保留解釋該等贈品、財務優惠或利益的相關條款的權利。如有任何爭議，賣方之決定為最終並對買方有約束力。

All the gifts, or financial advantage or benefits to be made available to the Purchaser are personal to the Purchaser and the Purchaser shall have no right to assign or otherwise transfer the same to any other person. The Vendor has absolute discretion in deciding whether the Purchaser is entitled to those gift, financial advantage or benefit. The Vendor also reserves the right to interpret the relevant terms and conditions of those gift, financial advantage or benefit. In case of dispute, the Vendor's decision shall be final and binding on the Purchaser.

4. 由賣方之指定財務機構提供的任何貸款，其最高貸款金額、息率及條款僅供參考，買方實際可獲得的貸款金額、息率及條款須視乎指定財務機構的獨立批核結果而定，而且可能受法例及政府、香港金融管理局、銀行及相關監管機構不時發出之指引、公布、備忘等（不論是否對指定財務機構有約束力）影響。

The maximum loan amount, interest rate and terms of any loan to be offered by the Vendor's designated financing company are for reference only. The actual loan amount, interest rate and terms to be offered to the Purchaser shall be subject to the independent approval of the designated financing company, and may be affected by the laws and the guidelines, announcement, memorandum, etc. (whether the same is binding on the designated financing company) issued by the Government, Hong Kong Monetary Authority, banks and relevant regulatory authorities from time to time.

5. 賣方的指定財務機構沒有亦將不會委任任何人士（第三方）處理就向任何擬借款人或任何指明類別的擬借款人批出貸款，無論是促成、洽商、取得或申請貸款，或是擔保或保證該筆貸款的償還或有關事宜。

The Vendor's designated financing company has not and will not appoint any person (third party) for or in relation to granting a loan to any intending borrower or any specified class of intending borrower, whether as to the procuring, negotiation, obtaining, application, guaranteeing or securing the repayment of such a loan.

第II部份 Part II

A. 優先認購發展項目中一個住宅停車位

Priority to Purchase a Residential Car Parking Space in the Development

受制於合約，買方可優先認購一個發展項目的住宅停車位(該停車位及其出售時間由賣方全權及絕對酌情決定)。住宅停車位的出售安排將由賣方容後公佈。前述的優先認購權受其他條款及條件限制。

Subject to contract, the Purchaser shall have the priority to purchase one residential car parking space in the Development (such residential car parking space and at such time to be determined by the Vendor in its sole and absolute discretion). The arrangement of the sale of residential car parking spaces will be announced in later by the Vendor. The aforesaid priority to purchase is subject to other terms and conditions.