

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 Ocean Camino

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set out in column (D) of Part I of the Schedule to the Tender Notice (“**Tender Closing Date**”) (unless previously withdrawn or sold)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 Ocean Camino**” placed at 23/F, Five Pacific Place, 28 Hennessy Road, Wan Chai, Hong Kong in a plain envelope and clearly marked “**Ocean Camino**”.

Vendor: **Fortune Choice Development Limited**
Correspondence Address: 23/F, Five Pacific Place, 28 Hennessy Road, Wan Chai, 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

緹岸第 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「**緹岸**」, 並放入位於香港灣仔軒尼詩道28號太古廣場5座23樓擺放的標示為「**緹岸公開招標**」的投標箱內。

賣方:

福彩發展有限公司

通訊地址: 香港灣仔軒尼詩道 28 號太古廣場5座23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:

“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 23/F, Five Pacific Place, 28 Hennessy Road, WanChai;
“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;

“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: -
	• 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\$150,000.00 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

- (1) Measurements of the Tendered Property
- (2) Warning to Purchasers
- (3) Declaration of Relationship with the Vendor
- (4) Personal Information Collection Statement
- (5) Declaration in relation to Intermediary
- (6) Acknowledgement Letter Regarding Stamp Duty
- (7) Acknowledgement Letter Regarding Operation of Gondola (if applicable)
- (8) Acknowledgement Letter Regarding A/C Platform (if applicable)
- (9) Vendor's Information Form
- (10) Acknowledgement Letter for Properties Viewing
- (11) Confirmation Letter regarding the right of purchasing a residential car parking space (if applicable)
- (12) Confirmation Letter regarding the Benefit of Priority to Purchase Residential Car Parking Space with 10% Discount (if applicable)
- (13) Confirmation Letter regarding the Benefit of Licence of Residential Parking Space (if applicable).
- (14) Confirmation Letter regarding the Sitting Tenant Rental Rebate (if applicable)
- (15) Confirmation Letter regarding the Sitting Tenant Cash Rebate (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 "**Ocean Camino**"; and
- (d) placed in the Tender Box labelled "**Public Tender For Ocean Camino**" placed at 23/F, Five Pacific Place, 28 Hennessy 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 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
2	House 【 A3 】 with Residential Car Parking Spaces 【 R5 】 , 【 R6 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
3	House 【 A5 】 with Residential Car Parking Spaces 【 R7 】 , 【 R8 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
4	House 【 A8 】 with Residential Car Parking Spaces 【 R13 】 , 【 R14 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
5	House 【 A9 】 with Residential Car Parking Spaces 【 R15 】 , 【 R16 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 <except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >

[illegible]

13	House 【 B9 】 with Residential Car Parking Spaces 【 R37 】 , 【 R38 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
14	House 【 B10 】 with Residential Car Parking Spaces 【 R39 】 , 【 R40 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >
15	House 【 B11 】 with Residential Car Parking Spaces 【 R41 】 , 【 R42 】 , Ocean Camino Phase 1, Tuen Mun, New Territories, Hong Kong	9 a.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	4 p.m. on each day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays and Public Holidays and the specific date(s)^ >	Every day from 02 January 2025 until 31 December 2025 < except Saturdays, Sundays, Public Holidays and the specific date(s)^ >

Part II – Office Hours

Each day from 02 January 2025 until 31 December 2025 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：

「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」	指灣仔軒尼詩道 28 號太古廣場5座23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」	指要約表格的附表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」	指要約表格的附表中訂明的物業，而「投標物業」是指任何一個該等物業；
「投標者」	指要約表格的附表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： - • 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\$150,000.00)，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

- (1) 投標物業的量度尺寸
- (2) 對買方的警告
- (3) 與賣方關係的聲明
- (4) 收集個人資料聲明
- (5) 有關中介人的聲明
- (6) 關於印花稅的確認函
- (7) 關於吊船操作的確認函 (如適用)
- (8) 有關冷氣機平台的確認書 (如適用)
- (9) 賣方資料表格
- (10) 物業參觀確認函
- (11) 住宅車位認購權確認信 (如適用)
- (12) 有關優先認購住宅停車位並享有10% 折扣優惠確認信 (如適用)
- (13) 有關住宅停車位使用許可優惠確認信 (如適用)
- (14) 有關現有租客租金回贈確認信 (如適用)
- (15) 有關現有租客現金回贈確認信 (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「**緹岸**」；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軒尼詩道 28 號太古廣場5座23樓擺放的標示為「**緹岸公開招標**」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楼處審閱。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之 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	香港新界屯門綫岸第 1 期洋房 <u>【 A2 】 連住宅停車位</u> <u>【 R3 】 , 【 R4 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
2	香港新界屯門綫岸第 1 期洋房 <u>【 A3 】 連住宅停車位</u> <u>【 R5 】 , 【 R6 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
3	香港新界屯門綫岸第 1 期洋房 <u>【 A5 】 連住宅停車位</u> <u>【 R7 】 , 【 R8 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
4	香港新界屯門綫岸第 1 期洋房 <u>【 A8 】 連住宅停車位</u> <u>【 R13 】 , 【 R14 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
5	香港新界屯門綫岸第 1 期洋房 <u>【 A9 】 連住宅停車位</u> <u>【 R15 】 , 【 R16 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
6	香港新界屯門綫岸第 1 期洋房 <u>【 A10 】 連住宅停車位</u> <u>【 R17 】 , 【 R18 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>

7	香港新界屯門綫岸第 1 期洋房 <u>【 A11 】 連住宅停車位</u> <u>【 R19】 , 【 R20】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
8	香港新界屯門綫岸第 1 期洋房 <u>【 B1 】 連住宅停車位</u> <u>【 R23】 , 【 R24】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
9	香港新界屯門綫岸第 1 期洋房 <u>【 B2 】 連住宅停車位</u> <u>【 R25】 , 【 R26】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
10	香港新界屯門綫岸第 1 期洋房 <u>【 B5 】 連住宅停車位</u> <u>【 R29】 , 【 R30】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
11	香港新界屯門綫岸第 1 期洋房 <u>【 B7 】 連住宅停車位</u> <u>【 R33】 , 【 R34】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
12	香港新界屯門綫岸第 1 期洋房 <u>【 B8 】 連住宅停車位</u> <u>【 R35】 , 【 R36】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>

13	香港新界屯門綫岸第 1 期洋房 <u>【 B 9 】 連住宅停車位</u> <u>【 R37 】 , 【 R38 】</u>	由2024年01月01日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
14	香港新界屯門綫岸第 1 期洋房 <u>【 B 10 】 連住宅停車位</u> <u>【 R39 】 , 【 R40 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025年12月31日 <星期六、星期日、公眾假期及特定日子^除外>
15	香港新界屯門綫岸第 1 期洋房 <u>【 B 11 】 連住宅停車位</u> <u>【 R41 】 , 【 R42 】</u>	由2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025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2025年01月02日起至2025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 1 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 Ocean Camino, Tuen Mun, New Territories, Hong Kong.
 - “**Phase**” means Phase 1 of Ocean Camino, 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 car 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 Phase 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. 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」	指香港新界屯門綫岸。
「期數」	指香港新界屯門綫岸第1期。
「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。
 - 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。
 - 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。
 - 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。
 - 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。
 - 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。
 - 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。
 - 該物業的量度尺寸載列於附表 1。
 - 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。
 - 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. 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
香港新界屯門恆大·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	<u>Type of living room/dining room and bedroom finishes</u> <u>Type of Living room and dining room finishes</u> Wall: Emulsion paint Ceiling: Partly finished with emulsion paint and partly finished with gypsum board false ceiling and bulk head finished with emulsion paint where exposed <u>Type of bedroom finishes</u> Wall: Emulsion paint Ceiling: Partly finished with emulsion paint and partly finished with gypsum board false ceiling and bulk head finished with emulsion paint where exposed
8	Internal floor	<u>Material of living room/dining room and bedroom</u> <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 Skirting: Natural stone skirting <u>Type of Material for bedroom</u> <u>Material of bedroom</u> Floor: Engineered timber flooring, metal strip and natural stone Skirting: Reconstituted stone

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

INTERIOR FITTINGS

No.	Item	Description
11	Doors	B/F Carpark Door Material: Fire rated solid core timber door Finishes: Wood veneer and stainless steel Accessories: Lockset, concealed door closer and door stopper
		Entrance Gate Material: Metal gate Finishes: Paint Accessories: Lockset
		Main entrance door -Material: Metal door -Finishes: Aluminium finishes -Accessories: Lockset with handle, door viewer, door closer, door stopper and door safety lock
		Door to Garden -Material: Aluminium framed glass door -Finishes: Glass and fluorocarbon coated aluminum frame -Accessories: Lockset with handle
		Kitchen Door -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
		Staircase Door -Material: Solid core timber door -Finishes: Wood veneer and stainless steel -Accessories: Lockset and door stopper
		Powder Room Door -Material: Solid core timber door with timber louver -Finishes: Wood veneer and stainless steel -Accessories: Lockset, robe hook and sliding track
		Utility Room Door -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

			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	Basin countertop: Natural stone Basin cabinet: Wooden cabinet with wood veneer, resin panel and stainless steel Mirror cabinet: Wooden cabinet with wood veneer, mirror and stainless steel Wash basin mixer: Chrome plated Water closet: Vitreous china Wash basin: Vitreous china Shower set: Chrome plated Shower compartmentt (if any): Metal framed glass Towel rack: Chrome plated Paper holder: Chrome plated Robe hook (if any): Chrome plated Make-up Mirror (if any): Chrome plated Rack (if any): Chrome plated Toilet Brush: Chrome plated and frosted glass Cold water supply: Copper water pipes Hot water supply: Copper water pipes with thermal insulation Shower mixer with rain shower: Chrome plated Bath tub mixer: Chrome plated 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 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 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)
13	Kitchen	Sink unit: Stainless steel Water supply system: Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply Kitchen cabinet: wooden cabinet with stainless steel framed glass door and wooden door panel; lacquer finish Type of all other fittings and equipment: Chrome plated sink mixer
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	Electrical fittings: Faceplate for all switches and power sockets Safety devices: "Three phases electricity supply with miniature circuit breaker distribution board is provided in all houses" 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.
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
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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
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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)

Section 1 - Particulars of the Tenderer				
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			

Section 2 – Tendered Property and Tender Price (* Please delete where inapplicable)				
1	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$150,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.
*2	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$150,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.

*3	Tendered Property	Tower	Floor	Flat
	Tender Price (HK\$)			
	Cashier order(s) (provided that a minimum amount of HK\$150,000 shall be paid by cashier order(s))	Amount (HK\$)	Bank	Cashier order no.
	Cheque(s)	Amount (HK\$)	Bank	Cheque no.
	*4	Tendered Property	Tower	Floor
Tender Price (HK\$)				
Cashier order(s) (provided that a minimum amount of HK\$150,000 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.

☐

- _____
- _____
- _____

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- _____
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- _____

For details of the gifts, financial advantage or benefits, please refer to Annex 13.

Section 4 – Channel which Tenderer knows about Ocean Camino

Please indicate below the channel which the Tenderer knows about Ocean Camino 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 Cardnumber(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:
 - (1) ☐ Measurements of the Tendered Property (undated)
 - (2) ☐ Warning to Purchasers (undated)
 - (3) ☐ Declaration of Relationship with the Vendor (undated)
 - (4) ☐ Personal Information Collection Statement (undated)
 - (5) ☐ Declaration in relation to Intermediary (undated)
 - (6) ☐ Acknowledgement Letter Regarding Stamp Duty (undated)
 - (7) ☐ Acknowledgement Letter Regarding Operation of Gondola (if applicable) (undated)
 - (8) ☐ Acknowledgement Letter Regarding A/C Platform (if applicable) (undated)
 - (9) ☐ Vendor's Information Form(undated)
 - (10) ☐ Acknowledgement Letter for Properties Viewing(undated)
 - (11) ☐ Confirmation Letter regarding the right of purchasing a residential car parking space (if applicable) (undated)
 - (12) ☐ Confirmation Letter regarding the Benefit of Priority to Purchase Residential Car Parking Space with 10% Discount (if applicable) (undated)
 - (13) ☐ Confirmation Letter regarding the Benefit of Licence of Residential Parking Space (if applicable) (undated)
 - (14) ☐ Confirmation Letter regarding the Sitting Tenant Rental Rebate (if applicable) (undated)
 - (15) ☐ Confirmation Letter regarding the Sitting Tenant Cash Rebate (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.		

<i>Section 8 - Signature of the Tenderer and witness</i>	
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. <i>(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.)</i>	
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	座	樓	單位
	投標價 (HK\$)			
	銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$150,000)	金額 (HK\$)	銀行	本票編號
	支票	金額 (HK\$)		支票編號
*2	投標物業	座	樓	單位
	投標價 (HK\$)			
	銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$150,000)	金額 (HK\$)	銀行	本票編號
	支票	金額 (HK\$)		支票編號

*3	投標物業	座	樓	單位
	投標價 (HK\$)			
	銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$150,000)	金額 (HK\$)	銀行	本票編號
	支票	金額 (HK\$)		支票編號
	*4	投標物業	座	樓
投標價 (HK\$)				
銀行本票 (惟以銀行本票 支付的金額最少 為 HK\$150,000)		金額 (HK\$)	銀行	本票編號
支票		金額 (HK\$)		支票編號

(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。

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

☐

• _____

• _____

• _____

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- _____
- _____
- _____
- _____

有關贈品、財務優惠或利益的詳情，請參閱附件13。

第4節 – 投標者得知緹岸的途徑

投標者透過以下何種途徑得知緹岸及其相關資訊(†請剔 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) (†請剔適用者)

†☐ 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) 所屬書，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）

7. ☐ 招標文件及要約表格已填妥、簽署及填上日期
8. ☐ 銀行本票及或支票
9. ☐ 投標人的身份證明文件
10. ☐ 中介人的牌照（如適用）
11. ☐ 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）
12. 由投標者填妥並簽署的附件的文件
 - (1) ☐ 投標物業的量度尺寸（未有填上日期）
 - (2) ☐ 對買方的警告（未有填上日期）
 - (3) ☐ 與賣方關係的聲明（未有填上日期）
 - (4) ☐ 收集個人資料聲明（未有填上日期）
 - (5) ☐ 有關中介人的聲明（未有填上日期）
 - (6) ☐ 關於印花稅的確認函（未有填上日期）
 - (7) ☐ 關於吊船操作的確認函（如適用）（未有填上日期）
 - (8) ☐ 有關冷氣機平台的確認書（如適用）（未有填上日期）
 - (9) ☐ 賣方資料表格（未有填上日期）
 - (10) ☐ 物業參觀確認函（未有填上日期）
 - (11) ☐ 住宅車位認購權確認信（如適用）（未有填上日期）
 - (12) ☐ 有關優先認購住宅停車位並享有10%扣優惠確認信（如適用）（未有填上日期）
 - (13) ☐ 有關住宅停車位使用許可優惠確認信（如適用）（未有填上日期）
 - (14) ☐ 有關現有租客租金回贈確認信（如適用）（未有填上日期）
 - (15) ☐ 有關現有租客現金回贈確認信（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：	見證人簽署：
X	X
獲授權人士的名稱(如投標者為公司)：	見證人名稱：

日期：

[第 3 部份：要約表格完]
[招標文件完]

附件

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.)

1. 投標物業的量度尺寸#
Measurements of the Tendered Property #
2. 對買方的警告#
Warning to Purchasers #
3. 與賣方關係的聲明#
Declaration of Relationship with the Vendor #
4. 收集個人資料聲明#
Personal Data Collection Statement #
5. 有關中介人的聲明#
Declaration in Relation to Intermediary #
6. 關於印花稅的確認函#
Acknowledgement Letter Regarding Stamp Duty #
7. 關於吊船操作的確認函(如適用) #
Acknowledgement Letter Regarding Operation of Gondola (if applicable) #
8. 有關冷氣機平台的確認書(如適用) #
Acknowledgement Letter Regarding A/C Platform (if applicable) #
9. 賣方資料表格#
Vendor's Information Form#
10. 物業參觀確認函#
Acknowledgement Letter for Properties Viewing#
11. 住宅車位認購權確認信(如適用) #
Confirmation Letter regarding the right of purchasing a residential car parking space (if applicable) #
12. 有關優先認購住宅停車位並享有10% 折扣優惠確認信(如適用) #
Confirmation Letter regarding the Benefit of Priority to Purchase Residential Car Parking Space with 10% Discount (if applicable) #
13. 有關住宅停車位使用許可優惠確認信(如適用) #
Confirmation Letter regarding the Benefit of Licence of Residential Parking Space (if applicable) #
14. 有關現有租客租金回贈確認信(如適用) #
Confirmation Letter regarding the Sitting Tenant Rental Rebate (if applicable) #
15. 有關現有租客現金回贈確認信(如適用) #
Confirmation Letter regarding the Sitting Tenant Cash Rebate (if applicable) #
16. 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 [], Phase 1 of Ocean Camino, No. 8 Kwun Chui Road, Tuen Mun, New Territories, Hong Kong (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： 新界屯門綢岸管翠路 8 號第 1 期洋房[] (「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

Measurements of the Tendered Property
投標物業的量度尺寸

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:
發展項目名稱及地址:

Ocean Camino, 8 KWUN CHUI ROAD , TUEN MUN, NT
緹岸, 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		

The measurements of the Property are as follows—
本物業的量度尺寸如下—
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
the saleable area of the Property is

平方米/
square metres/

平方呎, 其中一
square feet of which—
平方呎為露台的樓面面積;
square feet is the floor area of the balcony;
平方呎為工作平台的樓面面積; 及
square feet is the floor area of the utility platform; and

(b) 其他量度尺寸為一
other measurements are—
平台的面積為
the area of the flat roof is
花園的面積為
the area of the garden is
天台的面積為
the area of the roof is

梯屋的面積為
the area of the stairhood is

平方米/
square metres/
平方米/
square metres/
平方米/
square metres/

平方米/
square metres/

平方呎;
square feet;
平方呎;
square feet;
平方呎;
square feet;

平方呎。
square feet.

(c) 停車位的面積為一
the area of the parking space is

平方米/
square metres/
平方米/
square metres/

平方呎;
square feet;
平方呎。
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

Name and address of the Development: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 堤岸, 屯門管翠路 8 號

Phase 期數 House 洋房

(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: Ocean Camino 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 綫岸, 屯門管翠路 8 號

Phase 期數 House 洋房

(the "Property" "本物業")

賣方 Vendor : Fortune Choice Development Limited 福彩發展有限公司

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) and OCI International Holdings Limited (東建國際控股有限公司)

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.	☐	☐	☐	☐
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. 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	☐	☐	☐	☐
	賣方董事的父母 a parent of a director of the Vendor	☐	☐	☐	☐
	賣方董事的配偶 a spouse of a director of the Vendor	☐	☐	☐	☐
	賣方董事的子女 a child of a director of the Vendor	☐	☐	☐	☐
	賣方的經理 a manager of the Vendor	☐	☐	☐	☐
	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	☐	☐	☐	☐
	賣方的有聯繫法團或控權公司 an associate corporation or holding company of the Vendor	☐	☐	☐	☐
	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	☐	☐	☐	☐
	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	☐	☐	☐	☐
	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	☐	☐	☐	☐
	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	☐	☐	☐	☐
	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	☐	☐	☐	☐

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股公司的附屬公司；
"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

Name and address of the Development: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 堤岸, 屯門管翠路 8 號

Phase 期數 House 洋房

(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		

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/或賣方之有關聯公司(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/或賣方之有關聯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聯公司(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: 23/F, Five Pacific Place, 28 Hennessy 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：香港灣仔軒尼詩道28號太古廣場23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: 23/F, Five Pacific Place, 28 Hennessy 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：香港灣仔軒尼詩道28號太古廣場23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

Name and address of the Development:

Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址:

堤岸, 屯門管翠路 8 號

Phase

期數

House

洋房

(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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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轉讓，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

Name and address of the Development: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT
發展項目名稱及地址: 綫岸, 屯門管翠路 8 號

Phase 期數 House 洋房
(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:

Demand-side Management Measures for Residential Properties
住宅物業的需求管理措施

- On 28 February 2024, the Financial Secretary in his 2024-25 Budget announced the proposal to cancel all demand-side management measures for residential properties with immediate effect, that is no Special Stamp Duty ("SSD"), Buyer's Stamp Duty ("BSD") or Ad Valorem Stamp Duty ("AVD") at 7.5% under Part 1 of Scale 1 needs to be paid for any residential property transactions starting from 28 February 2024. Specifically, the Government will introduce the Stamp Duty (Amendment) Bill 2024 ("the Bill") to take forward the initiative. Subject to the enactment of the Bill by the Legislative Council ("LegCo"), any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property will no longer be subject to SSD and BSD. The AVD rate of 7.5% under Part 1 of Scale 1 will be amended to the same as those of AVD at Scale 2.
2024年2月28日, 財政司司長在其2024-25年度財政預算案中宣布, 建議自該日起撤銷所有住宅物業需求管理措施, 即由2024年2月28日起所有住宅物業交易無須再繳付「額外印花稅」、「買家印花稅」和第1標準第1部之下百分之七點五的「從價印花稅」。具體而言, 政府將引入《2024年印花稅(修訂)條例草案》(《條例草案》)以落實建議。待《條例草案》獲立法會制定成法律後, 在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收「額外印花稅」和「買家印花稅」。第1標準第1部之下百分之七點五的「從價印花稅」稅率將修訂為與「從價印花稅」第2標準的稅率相同。
- The Government also made the Public Revenue Protection (Stamp Duty) Order 2024 ("the Order") under the Public Revenue Protection Ordinance (Cap. 120) to give full force and effect of law to the Bill before its enactment. The Order will be in force for a maximum of four months starting from 28 February 2024. The Government aims to have the Bill passed by the LegCo before the Order ceases to have effect on 28 June 2024.
政府亦根據《公共收入保障條例》(第120章)作出《2024年公共收入保障(印花稅)令》(《命令》), 使《條例草案》在制定成法律前具有十足法律效力。《命令》的有效期最長為自2024年2月28日起計的四個月。政府的目標是爭取《條例草案》在《命令》於2024年6月28日停止生效前獲得通過。
- For details of the stamp duty, please browse the Inland Revenue Department website (www.ird.gov.hk).
有關印花稅詳情, 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

- The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 14 days from the date of the Preliminary Agreement, the original Agreement for Sale and Purchase duly stamped or the original stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase to enable the Vendor's Solicitors to register the Agreement for Sale and Purchase with the Land Registry within one month after the date of the Preliminary Agreement.
買方承諾向賣方律師交付並促使其律師向賣方律師交付, 在臨時合約訂立之日起14天內, 一份已加蓋應付印花稅之買賣合約的正本, 或印花證明書的正本, 以證明已完全繳付買賣合約之印花稅及使賣方律師在臨時合約之日後起1個月內在土地註冊處登記買賣合約。

Other Matters

其他事項

5. 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 / 我們不能全數或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。
6. I/We acknowledge that this acknowledgement letter 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.
本確認信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。
7. Nothing in this acknowledgement 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.
本確認信任何條款都不應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。
8. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認信中文譯本僅供參考，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。

Acknowledgement Letter Regarding Operation of Gondola

關於吊船操作的確認函

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

Name and address of the Development: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 緹岸, 屯門管翠路 8 號

Phase 期數 House 洋房

(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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1. I/We, the undersigned, hereby acknowledge and are fully aware, prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property, that:-

本人/吾等, 即下方簽署人, 特此確認本人/吾等簽署本物業的臨時買賣合約前已清楚明白以下事項:

- (a) Under the Deed of Mutual Covenant incorporating Management Agreement (the "DMC") in respect of the Development:-

按照發展項目的公契及管理協議 (「公契」) 的規定:

- (i) The Manager shall have, in respect of flat roof or roof or garden forming part of a Residential Unit, the right at all reasonable times on prior written notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the flat roof and/or roof or the parapet walls of the flat roof and/or roof or the garden or the fence walls of the garden of the Residential Unit as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management including all jibs, brackets, hinges, posts or other related equipment (collectively referred to in the DMC as the "gondola") to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Residential Towers, and to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Residential Common Areas and Facilities or the Residential Tower Common Areas and Facilities Provided that an Owner's right to hold, use, occupy and enjoy the Residential Units shall not be interfered with and his access to the Residential Units shall not be impeded and the Manager shall make good any damage caused thereby at its own costs and expenses and shall be liable for negligent, dishonesty, wilful or criminal acts of the Manager, its staff, agents, contractors or workmen and ensure that the least disturbance is caused.

對於構成住宅單位一部分的平台或天台或花園, 管理人有權在事先書面通知後(除非在緊急情況下)在所有合理時間按其決定, 將軌導式旋轉吊臂吊船及/或任何吊臂、吊艇架吊臂、其他設備或管理裝置當中包括所有吊臂、托架、鉸鏈、柱或其他相關器材(在公契中統稱「吊船」)在該住宅單位的平台及/或天台或平台護牆及/或天台護牆或花園或花園圍牆的上空部分伸展、維持、操作、移動及進入或局部進入該上空或部分上空, 藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換住宅大樓外部的任何部分(不包括專屬使用權已歸屬業主之部份), 以及暫時停留在該上空一段必要的合理時間, 以便對住宅公用地方及設施或住宅大樓公用地方及設施的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾, 惟業主持有、使用、佔用及享用其住宅單位的權利將不受干擾及進出住宅單位將不受阻礙, 及管理人須自費修復任何因此造成的損壞、為管理人或其員工、代理人、承建商或工人之疏忽、不誠實、故意或刑事行為負責, 並須確保將滋擾減至最小。

- (ii)(ii) The Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held subject to the full right and privilege of the Manager at all reasonable times on prior written notice (except in case of emergency) to extend, maintain, operate, move and have access to, over and/or into or partly into the portion of airspace above the flat roof and/or roof or the parapet walls of the flat roof and/or roof or the garden or the fence walls of the garden of the Residential Units as may be determined by the Manager the gondola to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior (other than such part or parts the exclusive right to use is vested in an Owner) of the Residential Accommodation and to remain temporarily over and/or on the said airspace for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Residential Common Areas and Facilities and/or the Residential Tower Common Areas and Facilities.

每份不分割份數的擁有人及其獨自持有、使用、佔用及享用其處所的權利乃受制於管理人的全權和特權，在事先書面通知後(除非在緊急情況下)在所有合理時間按其決定將吊船在該平台及/或天台或平台護牆及/或天台護牆或花園或花園圍牆的上空部分伸展、維持、操作、移動及進入或局部進入該上空或部分上空，藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善及/或替換住宅大樓外部的任何部分(不包括專屬使用權已歸屬業主之部份)，以及暫時停留在該上空一段必要的合理時間，以便對住宅公用地方及設施及/或住宅大樓公用地方及設施的全部或任何部分進行檢查、重建、維修、

- (iii)(iii) 翻新、保養、清潔、油漆或裝飾。

No Owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the flat roof and/or roof or the parapet walls of the flat roof and/or roof or the garden or the fence walls of the garden pertaining to its Residential Unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola at any time in the course of the management and/or the maintenance of the Development.

業主不得作出或容許其租客、佔用人、被許可人在屬於其住宅單位的平台及/或天台或平台護牆及/或天台護牆或花園或花園圍牆上作出任何行為、行動、事情、事項、或放置任何物品以干擾或影響，或可能干擾或影響在管理及/或維修發展項目期間的任何時候操作吊船。

- (b) My/our enjoyment of the flat roof and/or roof or the parapet walls of the flat roof and/or roof or the garden or the fence walls of the garden or the balcony and/or utility platform or the parapet walls of the balcony and/or utility platform pertaining to the Property (if any) may be adversely affected during the operation of the gondola in the course of the management and/or the maintenance of the Development by the Manager.

管理人在管理及/或維修發展項目期間操作吊船時，可能對本人/吾等享用屬於本物業(如有者)的平台及/或天台或平台護牆及/或天台護牆或花園或花園圍牆或露台及 / 或工作平台或露台及 / 或工作平台的護牆造成不利影響。

2. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

本人/ 吾等確認及聲明本人/ 吾等同意購入本物業時已完全知悉上述之限制及責任，並將完全遵守及遵從該等限制及責任而不會作出任何反對。

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

Acknowledgement Letter Regarding A/C Platform
有關冷氣機平台的確認書

Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

Name and address of the Development: Ocean Camino, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址: 綫岸, 屯門管翠路 8 號

Phase 期數 House 洋房
(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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I/We hereby acknowledge and declare that I/we am/are fully aware of and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:-
本人 / 我等謹此確認及聲明，在本人 / 我等簽署本物業之臨時買賣合約前，本人 / 我等完全明白及接受以下事項：

1. The outdoor unit(s) of the split-type air conditioner(s) of the Property will be installed in the areas/platforms forming part of the common areas and facilities of the Development, and are not directly accessible from the Property. For the location(s) of such areas/platforms (the "**A/C Platform**"), please refer to the relevant floor plan(s) in the sales brochure of the Development.
本物業的分體式空調機的室外機(「**冷氣機**」)將會安裝於構成發展項目公用地方及設施一部分的地方/平台，該地方/平台並不能從本物業直接進出。該地方/平台(「**冷氣機平台**」)的位置請參閱發展項目的售樓說明書內的相關樓面平面圖。

2. The Purchaser(s) shall make prior arrangements (including the use of gondola) with the manager of the Development (the "**Manager**") to gain access to the A/C Platform and the location of the connecting pipes and conduits relating to the relevant air conditioner(s) for the purpose of carrying out repair, maintenance, installation, replacement, etc. of the split-type air conditioner(s) (including the outdoor unit(s)) (the "**Works**").
買家須就進出冷氣機平台及該冷氣機的連接喉管的位置以進行分體式空調機（包括室外機）之維修，保養，安裝，替換等工作(「**該工作**」)，向發展項目的經理人(「**管理人**」)預先作出安排（包括使用吊船）。

3. The Vendor does not guarantee that access can be granted or the Works can be conducted at any desired time. Fees (to be determined by the Manager) may be charged for making any arrangements ancillary to the Works.
賣方並不保證進出權會被賦予或該工作可於任何要求的時間進行。任何有關該工作所引伸之安排可能產生費用（由管理人釐定）。

4. I/we have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.
本人 / 我等購入本物業時已完全知悉上述之限制及責任，並將完全遵守及遵從該等限制及責任而不會作出任何反對。

5. In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如本文件之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:

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: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT

發展項目名稱及地址: 緹岸, 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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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

- (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: 13/06/2024

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: Ocean Camino, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址: 緹岸, 屯門管翠路 8 號

Phase	期數	House	洋房(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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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

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：緹岸第_____期_____洋房
Comparable residential property：House_____of Phase_____of Ocean Camino

或 OR

參觀與該物業相若的住宅物業日期
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: Ocean Camino, 8 KWUN CHUI ROAD, TUEN MUN, NT
 發展項目名稱及地址: 緹岸, 屯門管翠路 8 號

Phase 期數 House 洋房

(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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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

優惠 Benefit : 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

We refer to your purchase of the Property. Subject to contract, the Vendor may sell to the Purchaser One residential car 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 car 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出售住宅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 car 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，閣下必須於簽署住宅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：

有關優先認購住宅停車位並享有 10% 折扣優惠確認信

**Confirmation Letter regarding the Benefit of Priority to Purchase Residential Car Parking Space
with 10% Discount**

Name and address of the Development: Ocean Camino, 8 Kwun Chui Road, Tuen Mun, New

發展項目名稱及地址: Territories 鯉岸,新界屯門管翠路 8 號

Property 該物業: Phase 期數 House 洋房

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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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

We refer to your purchase of the Property as the Purchaser.

本信有關閣下作為買方購買該物業一事。

Subject to contract, the Vendor may sell to the Purchaser One residential car parking space in the Development with 10% discount on its price (the "Benefit") (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:

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並享有其售價 10%折扣(「該優惠」)(該停車位的出售由賣方全權及絕對酌情決定)，上述出售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 and complete the sale and purchase of the Property in accordance with the Agreement.

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，並根據買賣合約完成交易。

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

閣下必須完全遵守、履行及符合賣方或其獲授權代表可能不時發給閣下有關於出售住宅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 the 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 the Benefit 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該優惠將即時被撤銷，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 car 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，閣下必須於簽署住宅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：

有關住宅停車位使用許可優惠確認信**Confirmation Letter regarding the Benefit of Licence of Residential Parking Space**

Name and address of the Development: Ocean Camino, 8 Kwun Chui Road, Tuen Mun, New Territories
發展項目名稱及地址: 緹岸, 新界屯門管翠路 8 號

Property 該物業: Phase 期數 House 洋房

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		
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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

本信有關閣下作為買方購買該物業一事。

We refer to your purchase of the Property as the Purchaser.

鑒於閣下購買該物業，閣下可以許可方式以每月港幣 1 元正的許可費用使用（「該優惠」）一個發展項目內的住宅停車位（「住宅停車位」），該優惠受下列之條款及條件所約束：

In consideration of your purchase of the Property, you are entitled to a license to use one residential parking space of the Development (the “**Residential Parking Space**”) at the licence fee of HK\$1 per month (the “**Benefit**”), subject to the terms and conditions hereinbelow:-

- 買方須於簽署臨時買賣合約（「**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正式買賣合約（「**買賣合約**」）。
The Purchaser(s) shall execute the Agreement for Sale and Purchase (“**ASP**”) within 5 working days after signing the Preliminary Agreement (“**PASP**”) in accordance with the terms and conditions contained in the PASP.
- 買方必須完全遵守、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，並根據買賣合約完成交易。
The Purchaser(s) shall observe, perform and comply with all the terms and conditions in the ASP including but not limited to the payment terms as specified therein and complete the sale and purchase of the Property in accordance with the ASP.
- 買方須於該物業的買賣完成日期起計60日內以書面形式向賣方申請該優惠。逾期買方將被視為放棄該優惠及該優惠將自動失效。
The Purchaser(s) shall apply to the Vendor in writing for the Benefit within 60 days after the date of completion of sale and purchase of the Property, failing which the Purchaser(s) will be deemed to have given up the Benefit and the Benefit shall lapse automatically.
- 賣方收到買方書面申請及核實資料無誤後，買方須（作為被許可人）與賣方（作為許可人）簽署一式兩份賣方所指定格式的許可使用協議（「**許可使用協議**」）並不得作出更改。
After the Vendor has received the written application and duly verified the information, the Purchaser(s) shall (as the licensee) sign a Licence Agreement (in duplicate) with the Vendor (as the licensee) in the form prescribed by the Vendor (the “**Licence Agreement**”) without amendment.
- 住宅停車位許可期的開始日期必須不遲於該物業的買賣完成日期後的 90 日內。
The licence period of the Residential Parking Space shall not commence on a date which is later than 90 days after the completion of sale and purchase of the Property.

6. 住宅停車位的許可將按月授予及續期。許可最長的連續使用期為兩年，惟買方須每次於每月許可期屆滿時付清許可費用及連續地續期（即沒有任何間斷）。為免生疑問，一旦買方未有如前所述為每月許可續期，許可使用協議即中止而買方將不再享有任何許可權。

The licence of the Residential Parking Space will be granted and renewed on a monthly basis. The maximum continuous period of the licence is 2 years, provided that the Purchaser(s) shall have duly paid the licence fee and continued to renew the licence each and every time when the monthly licence expires (i.e. without any interruption). For the avoidance of doubt, once the Purchaser(s) fails to renew the monthly licence as aforesaid, the Licence Agreement shall be deemed to be determined and the Purchaser(s) shall no longer be entitled to any licence.

7. 許可下的住宅停車位的層數及位置均由賣方全權酌情指定。

The floor and location of the Residential Parking Space under the licence will be determined by the Vendor at its sole and absolute discretion.

8. 在許可期內，買方不得出租、分租、許可、分許可、分享、放棄管有或佔用住宅停車位或其任何部分。

The Purchaser(s) shall not let, sub-let, licence, sub-licence, share or part with possession or occupation of the Residential Parking Space or any part thereof during the licence period.

9. 在許可期內，買方需支付住宅停車位的管理費、差餉及地租。

The Purchaser(s) shall pay the management fees, Government rent and rates of the Residential Parking Space during the licence period.

10. 如賣方在許可期內簽署具法律約束力的買賣合約出售住宅停車位(不論住宅停車位之買方是否閣下)，賣方有權以不少於14日書通知閣下終止許可使用協議，及後不論本確認信另有規定，閣下將不再有權使用已出售的住宅停車位或續期許可使用協議。

In the event that the Vendor entered into binding agreement for sale and purchase to sell the Residential Parking Space during the licence period (irrespective of whether the purchaser of the Residential Parking Space is you), the Vendor may by not less than 14 days' written notice to you to terminate the Licence Agreement and thereafter notwithstanding anything to the contrary herein contained, you shall have no further right to use the Residential Parking Space already sold or to renew the Licence Agreement.

11. 若買方未能遵守或履行臨時合約、本確認信、買賣合約、批地文件或許可使用協議內任何條款或條件，賣方有權即時撤銷該優惠和住宅停車位的許可，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及濟助。

In the event that the Purchaser(s) fails to observe or comply with any of the terms and conditions contained in the PASP, this Confirmation Letter, the ASP, the Land Grant or the Licence Agreement, the Vendor shall be entitled to withdraw the Benefit and licence of the Residential Parking Space without prejudice to the Vendor's other rights and remedies under the PASP, the ASP or other applicable laws.

12. 所有根據本確認信的條款及條件賦予買方之權利及優惠均不能轉讓、轉移、兌現為現金或任何其他優惠，及只能由買方本人行使及享用。

All the rights and benefits conferred on the Purchaser(s) upon the terms and conditions of this Confirmation Letter are non-assignable, non-transferable, not redeemable for cash or any other benefit and can only be exercised and enjoyed by the Purchaser(s) personally.

13. 本確認信為一獨立於買方購買該物業、臨時合約及買賣合約之協議，本確認信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。賣方於臨時合約及買賣合約下之所有權利及濟助均不受本確認信影響。本確認信任何內容或本確認信任何一方未能遵守或履行其於本確認信下之任何責任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，若賣方未能履行其於本確認信內之責任（不論基於任何原因），買方仍須遵守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該物業，買方無權享有任何濟助或賠償亦不得以此為理由終止或撤銷買賣合約或要求降低該物業的售價。

This Confirmation Letter constitutes an agreement independent from the purchase of the Property by the Purchaser(s), the PASP and the ASP and nothing in the contents of this Confirmation Letter shall be deemed to supersede or vary any terms and/or conditions of the PASP or the ASP. All the rights and remedies of the Vendor under the PASP and the ASP shall not be affected by this Confirmation Letter. Nothing herein contained or any failure by any party hereto to observe or comply with any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the PASP or the ASP, or the rights, duties or obligations of the parties to the PASP or the ASP. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder (due to any reason whatsoever), the Purchaser(s) shall remain liable to be bound to observe and comply with all the terms and conditions in the PASP and the ASP and to complete the purchase of the Property in accordance with the provisions of the PASP and the ASP and the Purchaser(s) shall not be entitled to any remedy or damage whatsoever or to terminate or rescind the ASP or request for a reduction of the purchase price for the Property.

14. 儘管本確認信的某條款看來是賦予任何非本附函一方的人士一項利益，非本確認信一方的人士無權根據《合約(第三者權利)條例》(第623章)強制執行本確認信的任何條文或享有本確認信的任何條文的利益。
Notwithstanding that a term of this Confirmation Letter purports to confer a benefit on any person who is not a party to this Confirmation Letter, a person who is not a party to this Confirmation Letter shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Confirmation Letter.
15. 本確認信之中文譯本僅供參考之用，如有爭議，將以英文本為準。
The Chinese version of this Confirmation Letter is for reference only and in case of dispute or conflict between the English version and the Chinese version, the English version shall prevail.

經全面及謹慎地考慮本確認信之內容後，我/我們同意接受本確認信及受本確認信所有條款及條件規限。After due and careful consideration of the content of this Confirmation Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

Acknowledgment of receipt by Purchaser:

買方確認簽收：

Signature(s) of Purchaser(s)

買方簽署

Date 日期:

有關現有租客租金回贈確認信Confirmation Letter regarding the Sitting Tenant Rental Rebate

Name and address of the Development: Ocean Camino, 8 Kwun Chui Road, Tuen Mun, New Territories

發展項目名稱及地址: 緹岸, 新界屯門管翠路 8 號

Property 該物業: Phase 期數 House 洋房

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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Vendor 賣方: Fortune Choice Development Limited 福彩發展有限公司

- The Purchaser (or any one of the Purchasers) is the sitting tenant of the Property under the lease (the "**Lease**") in respect of the Property entered into between the Vendor (as lessor) and the Purchaser (or any one of the Purchasers) (as lessee).
買方(或買方其中一位)據一份由賣方 (作為業主)及買方(或買方其中一位) (作為租客)簽署的該物業的租約 (以下稱「**租約**」)為該物業的現有租客。
- The Purchaser hereby acknowledges, agrees, accepts and/or confirms :-
買方特此確認、同意、接納及 / 或確認:
 - that the Purchaser has inspected the Property prior to signing of the Agreement for Sale and Purchase;
在簽署買賣合約前買方已視察該物業;
 - that the Purchaser is fully satisfied that the fittings, finishes and appliances ("**FFA**") as depicted in the sales brochure have been incorporated into the Property;
買方完全滿意售樓說明書中所展示的裝置、裝修物料及設備已安裝於該物業內;
 - that the Purchaser enters into the Agreement for Sale and Purchase with full knowledge of the physical condition of the Property and the FFA and takes them as they stand;
買方簽署買賣合約時已完全知悉該物業及裝置、裝修物料及設備的狀況及將以現況接納該物業及裝置、裝修物料及設備;
 - that the respective obligations, liabilities and consequences of the Vendor and the Purchaser under the relevant clause of the Agreement for Sale and Purchase relating to remedy of defects may be affected or displaced by the Lease including, in particular, the fact that the Purchaser (or any one of the Purchasers) is occupying the Property and to use the FFA prior to the date of completion of the sale and purchase specified in the Agreement for Sale and Purchase; and
在買賣合約下與補救欠妥之處相關的條款下的賣方及買方的各自義務、責任及後果, 可能受租約而受影響或轉移, 包括 (尤其是) 在買賣合約指明的成交日期之前買方(或買方其中一位)已佔用該物業及已使用裝置、裝修物料及設備; 及
 - the Vendor shall not be responsible for remedying any defects to the Property, or the FFA of which a written notice is served by the Purchaser within 6 months after the date of completion of the sale and purchase of the Property pursuant to the terms of the Agreement for Sale and Purchase, if such defects are caused (i) due to fair wear and tear (particularly by reason of the use and occupation of the Property by the Purchaser (or any one of the Purchasers) during the lease term) and/or (ii) by the act or neglect of the Purchaser (or any one of the Purchasers) (particularly by reason of the use and occupation of the Property by the Purchaser (or any one of the Purchasers) during the lease term).
即使賣方接獲買方在按買賣合約完成交易日期後的6個月內送達的書面通知有關該物業及裝置、裝修物料及設備的欠妥之處, 如該欠妥之處的責任是由(i)正常使用損耗 (尤其是因為買方(或買方其中一位)在租期期間使用及佔用該物業)造成及 / 或(ii)由買方(或買方其中一位)的行為或疏忽造成 (尤其是因為買方(或買方其中一位)在租期期間使用及佔用該物業), 賣方無須承擔補救該欠妥之處的責任。
- Subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of the Purchaser's obligations in paragraph 4 below, the Vendor offers to the Purchaser a rental rebate (the "**Rental Rebate**") whereby, 100% of the total sum of the rent and the security deposit actually paid by the Purchaser (as lessee) under the Lease will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property
賣方按照本信件所列的條款與細則 (尤其是有關買方履行以下第 4 段所列責任的條款), 向買方提供租金回贈 (以下稱「**租金回贈**」), 即在該物業買賣完成時將買方(作為租客)實際於租約下已支付之 100%租金及租金保證金的總數直接用於支付該物業售價的餘額。
- The Purchaser shall fulfill the following conditions for the entitlement of the Rental Rebate:-

買方須履行下列各項條件以符合享有租金回贈的資格：

- (a) the Purchaser has duly performed and observed the terms and conditions of the Lease throughout the term of the Lease or up to the date of completion of the sale and purchase of the Property (whichever is the earlier);
買方在整個租約期內或直至該物業的買賣完成日為止(以較早者為準)已妥為履行及遵守租約的條款及細則;
 - (b) there is no rental arrears under the Lease;
租約下並無欠繳租金;
 - (c) there is no breach of any of the terms of the preliminary agreement of sale and purchase and the Agreement for Sale and Purchase of the Property (including without limitation any failure in making payment or part payment of the purchase price or balance of the purchase price of the Property); and
買方並無違反該物業的臨時買賣合約及買賣合約內的條款(包括但不限於未能繳付該物業的部份售價或售價餘價)。
 - (d) completion of the sale and purchase of the Property shall take place in accordance with the preliminary agreement of sale and purchase, the Agreement for Sale and Purchase and the terms of the Lease.
該物業之買賣須按臨時買賣合約、買賣合約及租約內的條款完成。
5. Time shall be of the essence of this letter.
在本信件中的時間規定須嚴格遵守。
6. The Purchaser hereby irrevocably authorizes the Vendor to pay and apply the Rental Rebate and the security deposit (notwithstanding the terms regarding the refund of the security deposit) in the manner specified in paragraph 3 above.
買方下謹此不可撤銷地授權賣方以上述第3段所述方式支付及使用租金回贈及租金保證金(儘管租約有關於退還租金保證金的條款)。
7. The benefit in this letter is personal to the Purchaser. The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.
本信件的利益屬於買方個人所有。本信件賦予買方的權利或利益不得轉讓或轉移。
8. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改買賣合約之任何條款或細則。
9. This letter shall not prejudice any right of action of the Vendor (as lessor) against the Purchaser (as lessee) in respect of any outstanding breach or non-observance or non-performance of any of the terms and covenants under the Lease.
本信件將不損害賣方(作為業主)就買方(作為租客)任何仍然持續的違約或未履行或不會履行租約下的任何條款及契約而提出申索的權利。
10. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(「該條例」)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
11. In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this letter and such decision shall be binding on the Purchaser.
如有爭議，賣方有權就本信件引起的所有事宜作最後決定，該決定對買方有約束力。
12. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Acknowledgment of receipt by Purchaser:

買方確認簽收：

Signature(s) of Purchaser(s)買方簽署

Date 日期：

有關現有租客現金回贈確認信Confirmation Letter regarding the Sitting Tenant Cash Rebate

Name and address of the Development: Ocean Camino, 8 Kwun Chui Road, Tuen Mun, New Territories

發展項目名稱及地址: 綫岸,新界屯門管翠路 8 號

Property 該物業: Phase 期數 House 洋房

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

I/We, the undersigned, hereby acknowledge and am/are fully aware, prior to my/our signing of the Agreement for Sale and Purchase of the Property ("**Agreement for Sale and Purchase**"), that:-

本人 / 吾等, 下方簽署人, 特此確認, 本人 / 吾等簽署該物業的買賣合約前(「**買賣合約**」)已清楚明白以下事項:

- The Purchaser (or any one of the Purchasers) is the sitting tenant of the Property under the lease (the "**Lease**") in respect of the Property entered into between the Vendor (as lessor) and the Purchaser (or any one of the Purchasers) (as lessee).
買方(或買方其中一位)據一份由賣方 (作為業主)及買方(或買方其中一位) (作為租客)簽署的該物業的租約 (以下稱「**租約**」)為該物業的現有租客。
- Subject to and in accordance with the terms and conditions of this letter, in particular the fulfillment of the Purchaser's obligations in paragraph 3 below, the Vendor offers to the Purchaser a cash rebate (the "**Cash Rebate**") equivalent to 8% of the Option Price (as defined in the Lease) which will be applied towards settlement of the balance of purchase price directly upon completion of the sale and purchase of the Property if the Purchaser purchases the Property within 720 days from the commencement date of the lease term not pursuant to the Option to Purchase (as defined in the Lease).
賣方按照本信件所列的條款與細則 (尤其是有關買方履行以下第 3 段所列責任的條款), 向買方提供相等於認購價(按租約下定義) 8%的現金回贈 (以下稱「**現金回贈**」), 即如買方於租期 720 天內並非根據認購權(按租約下定義)購買該物業, 在該物業買賣完成時直接用於支付該物業售價的餘額。
- The Purchaser shall fulfill the following conditions for the entitlement of the Cash Rebate:-
買方須履行下列各項條件以符合享有現金回贈的資格:
 - the Purchaser has duly performed and observed the terms and conditions of the Lease up to the date of completion of the sale and purchase of the Property;
買方在直至該物業的買賣完成日為止已妥為履行及遵守租約的條款及細則;
 - there is no rental arrears under the Lease; and
租約下並無欠繳租金; 及
 - completion of the sale and purchase of the Property shall take place in accordance with the Agreement for Sale and Purchase and the terms of the Lease.
該物業之買賣須按買賣合約及租約內的條款完成。
- Time shall be of the essence of this letter.
在本信件中的時間規定須嚴格遵守。
- The benefit in this letter is personal to the Purchaser. The rights or benefits conferred on the Purchaser under this letter are non-assignable and non-transferable.
本信件的利益屬於買方個人所有。本信件賦予買方的權利或利益不得轉讓或轉移。
- Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Agreement for Sale and Purchase.
本信件任何條款都不應視為或理解為變更或修改買賣合約之任何條款或細則。
- This letter shall not prejudice any right of action of the Vendor (as lessor) against the Purchaser (as lessee) in respect of any outstanding breach or non-observance or non-performance of any of the terms and covenants under the Lease.

本信件將不損害賣方(作為業主)就買方(作為租客)任何仍然持續的違約或未履行或不會履行租約下的任何條款及契約而提出申索的權利。

8. The parties to this letter do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) ("the CRTPO") and agree that this letter shall be excluded from the application of the CRTPO.
買賣雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(**「該條例」**)強制執行本信件下任何條款，並且同意排除該條例對本信件的適用。
9. In case of dispute, the Vendor reserves its rights to make the final decision on all matters arising from this letter and such decision shall be binding on the Purchaser.
如有爭議，賣方有權就本信件引起的所有事宜作最後決定，該決定對買方有約束力。
10. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本函之中英文文本有任何歧義，一切以英文文本為準。

Acknowledgment of receipt by Purchaser:

買方確認簽收：

Signature(s) of Purchaser(s)買方簽署

Date 日期：

Annex 16

附件16

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.

B. 優先認購住宅停車位並享有 10% 折扣優惠

Priority to Purchase Residential Car Parking Space with 10% Discount

受制於合約，買方可優先認購一個發展項目的住宅停車位並享有其售價 10% 折扣(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 with 10% discount on its price (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.

C. 住宅停車位使用許可優惠

Benefit of Licence of Residential Parking Space

受制於合約，買方可以許可方式以每月港幣 1 元正的許可費用使用一個發展項目內的住宅停車位 (許可下的住宅停車位的層數及位置均由賣方全權酌情指定)。住宅停車位使用許可由賣方容後公佈。前述的住宅停車位使用許可受其他條款及條件限制。 Subject to contract, the Purchaser shall be entitled to a license to use one residential parking space of the Development at the licence fee of HK\$1 per month (the floor and location of the Residential Parking Space under the licence will be determined by the Vendor at its sole and absolute discretion.). The arrangement of the licence of residential parking space will be announced in later by the Vendor. The aforesaid licence of residential parking space is subject to other terms and conditions.

D. 現有租客租金回贈

Sitting Tenant Rental Rebate

(1) 受限於買方對以下細則之遵守，買方將會獲得現有租客租金回贈:-

Subject to the compliance with all the following conditions by the purchaser(s), the purchaser(s) will be offered a Sitting Tenant Rental Rebate :-

(i) 買方(作為租客)與賣方(作為業主) 就買方購買的住宅物業已簽訂一份由賣方律師草擬格式及內容的租約(不得修改)，其中含有僅限於買方作為租客於租期第三十六個月後至租約租期第三十九個月屆滿或之前行使的認購權(「含有認購權之租約」)，其主要條款如下：-

The Purchaser (as lessee) has entered into a lease in the form and content prescribed by the Vendor's solicitors (without amendment) containing an option to purchase, which is only exercisable by the purchaser(s) as lessee after the 36th month of the commencement date of the lease term but on or before the expiration of the 39th month of the lease term ("Lease with Option to Purchase), with the Vendor (as lessor) in respect of the residential property purchased by the purchaser(s), its key terms are as follows:-

- (a) 租期為 42 個月。

The term of lease is 42 months.

- (b) 整個租期的租金為認購價的 15%並分 2 期，並按以下方式繳付：

(I) 第一期租金為認購價的 5%，須於簽訂含有認購權之租約 60 天內繳付；及

(II) 第二期租金為認購價的 10%，須於簽訂含有認購權之租約 120 天內繳付。

The rent for the whole term of lease shall be equivalent to 15% of the Option Price which is payable by two (2) instalments, and shall be paid in accordance with the following manner:-

(I) The 1st instalment of rent shall be equivalent to 5% of the Option Price and shall be paid within 60th days from the signing of the Lease with Option to Purchase; and

(II) The 2nd instalment of rent shall be equivalent to 10% of the Option Price and shall be paid within 120th days from the signing of the Lease with Option to Purchase.

- (c) 租金保證金相等於認購價的 5%，於簽訂含有認購權之租約當日繳付。

A security deposit equivalent to 5% of the Option Price shall be payable upon signing of the Lease with Option to Purchase.

- (d) 租金並不包括管理費、地租、差餉或所有其他雜費。

The rent shall be exclusive of the management fee, Government rent, rates and all other outgoings.

- (e) 在租期內，租客不可在未有業主書面批准前對住宅物業或其任何部份作出任何改動或加建，或興建、安裝或改動住宅物業或其任何部份的任何裝置、間隔或其他安裝物或裝置物。

During the term of the lease, the Lessee shall not without the previous written consent of the Lessor make any alterations in or additions to the residential property or any part of the residential property or erect, install or alter any fixtures, partitioning or other erection or installation in the residential property or any part of the residential property.

- (f) 在租期內，租客不可將物業轉租、授予特許權、分享或以其他方式處置或放棄管有住宅物業或其任何部分予任何人。

During the term of the lease, the Lessee shall not sublet, sub-licence, share or otherwise dispose or part with possession of the residential property or any part of the residential property to or with any person.

- (g) 租客及業主平均負責所有就租約而產生的法律費用、開支及稅項(包括印花稅)。

The Lessee and the Lessor shall bear all legal costs, expenses and tax (including stamp duty) arising from the Lease with Option to Purchase in equal shares.

- (h) 在租期內，租客須自費維持和維護因租客或任何相關方之任何行為、疏忽、失責或遺漏而導致的對任何人或財產所造成的損失、傷害、損害的責任保險。保單應由業主批准的保險公司發出，並應為(i) 租客(ii)業主和(iii)發展項目的管理人提供保障，保障金額須不少於住宅物業的認購價，並包含一個條款，表明由此產生的保障範圍，未經業主事先書面同意，不得取消，修改或限制其條款和條件。

The Lessee shall at his own costs and expenses effect and maintain during the occupation period insurance cover in respect of liability for loss, injury or damage to any person or property whatsoever caused through or by any act, neglect, default or omission of him or any related party. The policy of insurance shall be effected with an insurance company approved by the Lessor and shall provide cover for (i) the Lessee (ii) the Lessor and (iii) the Manager of the Development and shall be in an amount of not less than the Option Price of the residential property and shall contain a clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled, modified or restricted without the prior written consent of the Lessor.

- (i) 任何其他由業主施加的條款及細則。

Any other terms and conditions as shall be imposed by the Lessor.

- (ii) 買方為該已出租之住宅物業的現有租客;
the purchaser(s) is the sitting tenant of the leased residential property;
- (iii) 買方在整個含有認購權之租約期內或直至住宅物業的買賣完成日為止(以較早者為準)已妥為履行及遵守含有認購權之租約的條款及細則;
the purchaser(s) has duly performed and observed the terms and conditions of the Lease with Option to Purchase throughout the term of the Lease with Option to Purchase or up to the date of completion of the sale and purchase of the residential property (whichever is the earlier);
- (iv) 含有認購權之租約下並無欠繳租金;
there is no rental arrears under the Lease with Option to Purchase;
- (v) 買方並無違反住宅物業的臨時買賣合約及買賣合約內的條款(包括但不限於未能繳付住宅物業的部份售價或售價餘價); 及there is no breach of any of the terms of the preliminary agreement of sale and purchase and the agreement for sale and purchase of the residential property (including without limitation any failure in making payment or part payment of the purchase price or balance of the purchase price of the residential property); and
- (vi) 已出租之住宅物業之買賣須按臨時買賣合約、買賣合約及含有認購權之租約內的條款完成。
completion of the sale and purchase of the leased residential property shall take place in accordance with the preliminary agreement of sale and purchase, the agreement for sale and purchase and the terms of the Lease with Option to Purchase.

- (2) 在已出租之住宅物業買賣完成時，由買方根據含有認購權之租約的租金保證金及實際已支付的租金總和之100%(「租金回贈」)將直接用於支付售價的餘額。為免疑問，現金回贈會由賣方直接用於支付成交金額的餘額，並不會以其他方式回贈予買方。
Upon completion of the sale and purchase of the leased residential property, the security deposit and 100% of the total sum of the rent actually paid by the purchaser(s) under the Lease with Option to Purchase ("Rental Rebate") will be applied towards settlement of the balance of purchase price directly. For the avoidance of doubt, the Lessor will apply the Rental Rebate directly towards settlement of part of the balance of Transaction Price and will not rebate the Rental Rebate to the Lessee with any alternative method.
- (3) 現有租客租金回贈受其他條款及細則所約束。
The Sitting Tenant Rental Rebate is subject to other terms and conditions.

E. 現有租客現金回贈 Sitting Tenant Cash Rebate

- (1) 受限於買方對以下細則之遵守 :-
Subject to the compliance with all the following conditions by the purchaser(s) :-
- (i) 買方(作為租客)與賣方(作為業主) 就買方購買的住宅物業已簽訂一份由賣方律師草擬格式及內容的租約(不得修改)，其中含有僅限於買方作為租客於租期第三十六個月後至租約租期第三十九個月屆滿或之前行使的認購權(「含有認購權之租約」)，其主要條款見以上第(D)(1)(i)段。
The Purchaser (as lessee) has entered into a lease in the form and content prescribed by the Vendor's solicitors (without amendment) containing an option to purchase, which is only exercisable by the purchaser(s) as lessee after the 36th month of the commencement date of the lease term but on or before the expiration of the 39th month of the lease term ("Lease with Option to Purchase), with the Vendor (as lessor) in respect of the residential property purchased by the purchaser(s), its key terms are as set out in paragraph (D)(1)(i) above.
- (ii) 買方為該住宅物業的現有租客;
the purchaser(s) is the sitting tenant of the residential property;

- (iii) 買方在直至住宅物業的買賣完成日為止已妥為履行及遵守租約的條款及細則;
the purchaser(s) has duly performed and observed the terms and conditions of the Lease up to the date of completion of the sale and purchase of the residential property;
- (iv) 租約下並無欠繳租金; 及
there is no rental arrears under the Lease; and
- (v) 已出租之住宅物業之買賣須按有關買賣合約及含有認購權之租約內的條款完成。
completion of the sale and purchase of the leased residential property shall take place in accordance with the relevant agreement for sale and purchase and the terms of the Lease with Option to Purchase.
- (2) 如買方於租期720天內並非根據認購權購買住宅物業，除租金回贈外，可額外獲相等於認購價8%的現金回贈(「現金回贈」)，而現金回贈將直接用於支付售價的餘額。
If the Purchaser purchases the residential property within 720 days from the commencement date of the lease term not pursuant to the Option to Purchase, the Purchaser shall be entitled to a cash rebate equivalent to 8% of the Option Price (“Cash Rebate”) in addition to the Rental Rebate, which will be applied towards settlement of the balance of purchase price directly.
- (3) 現有租客現金回贈受其他條款及細則所約束。
The Sitting Tenant Cash Rebate is subject to other terms and conditions.