**Tender Document No. 3.1**
**招標文件第 3.1 號**

# TENDER DOCUMENT

# INVITATION FOR PURCHASE OF PROPERTY

# BY WAY OF PUBLIC TENDER

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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 2 of Emerald Bay

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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set out in column (D) of Part I of the Schedule to the Tender Notice ("**Tender Closing Date**") (unless previously withdrawn or sold)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 Emerlad Bay**" placed at 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong in a plain envelope and clearly marked "**Emerald Bay**".

| | |
|---|---|
| **Vendor**: | **Fortune Choice Development Limited**<br>Correspondence Address: 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong |
| **Vendor's agent**: | **Evergrande Property Agency (Hong Kong) Limited**<br>Correspondence Address: 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong<br>Enquiry Hotline: (852) 3997 3333 |

# 招標文件

# 公開招標承投購買物業

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現招標承投購買
載於招標公告附表第 I 部份 (B)欄之位於

## 恆大・珺瓏灣第 2 期

之物業

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

在招標開始日期起至招標截止日期為止(包括首尾兩日)期間的載於招標公告附表第 II 部份的辦公時間，投標書須放入普通信封內，信封面上清楚註明「**恆大・珺瓏灣**」，並放入位於香港灣仔告士打道 38 號中國恒大中心 13A 樓擺放的標示為「**恆大・珺瓏灣公開招標**」的投標箱內。

**賣方：** **福彩發展有限公司**
通訊地址：香港灣仔告士打道 38 號中國恒大中心 13A 樓

**賣方代理人：** **恒大物業代理(香港)有限公司**
通訊地址：香港灣仔告士打道 38 號中國恒大中心 13A 樓
查詢熱線：(852) 3997 3333

# 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 16/F, Billion Plaza II, 10 Cheung Yue Street, Cheung Sha Wan, Kowloon; |
| "**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: -<br><br>• Mayer Brown<br>16/F – 19/F Floor, Prince's Building, 10 Chater Road, Central, Hong Kong<br><br>• Deacons<br>5/F Floor, Alexandra House, 18 Chater Road, Central, Hong Kong<br><br>• Baker & McKenzie<br>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) Warning to Purchasers
(2) Declaration of Relationship with the Vendor
(3) Personal Information Collection Statement
(4) Declaration in relation to Intermediary
(5) Acknowledgement Letter Regarding Stamp Duty
(6) Confirmation Letter Regarding First 3 Years Warranty Offer
(7) Confirmation Letter regarding Wellness Living Benefit (with Application Form for Wellness Living Benefit) (if applicable)
(8) Confirmation Letter regarding Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit (if applicable)
(9) Purachser's Acknowledgement
(10) Acknowledgement Letter Regarding Operation of Gondola (if applicable)
(11) Acknowledgement Letter Regarding Open Kitchen (if applicable)
(12) Acknowledgement Letter Regarding A/C Platform (if applicable)
(13) Acknowledgement Letter Regarding Viewing of Show Flats
(14) Acknowledgement Letter regarding Promotional and Marketing Names
(15) Measurements of the Tendered Propert
(16) Vendor's Information Form
(17) Acknowledgement Letter for Properties Viewing

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

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope "**Emerald Bay**"; and

(d) placed in the Tender Box labelled "**Public Tender For Emerald Bay**" placed at 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong during office hours set out in Part II of the Schedule to the Tender Notice from the Tender Commencement Date and at or before the Tender Closing Date.

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

2.10 (a) The Tenderer must sign the Offer Form and other documents personally (if the Tenderer is a company, by its director) and shall be deemed to be acting as a principal.

(b) If the Tenderer is a company, it should clearly state, *inter alia*, the name of its contact person and

its telephone and facsimile numbers in the Offer Form.

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

2.11 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period in accordance with this Tender Notice and the terms and conditions as set out in the Offer Form and the Conditions of Sale enclosed with this Tender Notice. After the tender has been submitted in accordance with the procedures as set out in this Tender Document, no Tenderer shall be at liberty to withdraw his tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.

(b) In consideration of the provision and undertaking referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK$1.00 upon receipt of a written demand from him prior to the submission of his tender.

## 3. Acceptance of Tender

3.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Property.

3.2 The Purchaser will be notified of the acceptance of his tender by a letter (the "**Letter of Acceptance**") personally delivered to him at and/or posted to the Hong Kong correspondence address stated in his Offer Form on or before the end of the Acceptance Period. The Purchaser will also be notified of the name of the Vendor's solicitors in the Letter of Acceptance. The Letter of Acceptance will be deemed to have been duly received on the third working day after the day of posting.

3.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form prepared by the Vendor's solicitors without any alteration or amendment thereto. The standard form of the Agreement is available for inspection at the Sales Office during the period as specified under column (E) of Part I of the Schedule to the Tender Notice. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the Purchaser shall accept the same without amendments.

3.4 (a) In the event that the Purchaser intends to execute the Agreement by his/her attorney on his/her behalf: -

(i) the Vendor's solicitors will not act for the Purchaser in the sale and purchase of the Property and the Purchaser shall instruct his/her own solicitors to act for him/her; and

(ii) the relevant power of attorney is required to be approved by the Vendor.

(b) All loan applications made to the Vendor's designated financing company, loan documents and ancillary documents (collectively the "**Loan Documents**") shall be signed by the Purchaser personally. No attorney can be accepted for the purpose of signing the Loan Documents.

## 4. Miscellaneous

4.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Properties for Tender and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Property. All enquiries should be directed to the Vendor's agent, Evergrande Property Agency (Hong Kong) Limited, of 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai (Enquiry Hotline: (852) 3997 3333).

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)<br>Item | (B)<br>Properties for Tender | (C)<br>Tender Commencement Date and Time | (D)<br>Tender Closing Date and Time | (E)<br>Period for Inspection of Agreement |
|---|---|---|---|---|
| 1 | Flat [ B ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 2 | Flat [ D ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 3 | Flat [ E ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 4 | Flat [ F ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 5 | Flat [ H ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 6 | Flat [ J ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |
| 7 | Flat [ K ] on the [ G ] Floor of Tower [ 5A ],Emerald Bay Phase 2, Tuen Mun, New Territories, Hong Kong | 9 a.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | 4 p.m. on each day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > | Every day from 8 March 2021 until 19 August 2021 < except Saturdays, Sundays and Public Holidays > |

**Part II – Office Hours**

Each day from 8 March 2021 until 19 August 2021 form 9 a.m. to 4 p.m.
< except Saturdays, Sundays and Public Holidays >

*[End of Part 1: Tender Notice]*

## 第 1 部份：招標公告

**1.** **<u>定義</u>**

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**」 | 指九龍長沙灣長裕街 10 號億京廣場二期 16 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： -<br>• 孖士打律師行<br>香港中環遮打道 10 號太子大廈 16 至 19 樓<br>• 的近律師行<br>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. <u>招標程序</u>**

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<u>或</u>要約表格的中文文本**；

(b) 連同以下文件：

(i) <u>銀行本票及/或支票</u>

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) <u>投標者的身份證明文件</u>

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) <u>中介人的牌照(如適用)</u>

投標者委託的地產經紀的牌照複印本。

(iv) <u>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)</u>

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) <u>由投標者填妥並簽署的附件的文件</u>

(1) 對買方的警告
(2) 與賣方關係的聲明
(3) 收集個人資料聲明
(4) 有關中介人的聲明
(5) 關於印花稅的確認函
(6) 首 3 年保修優惠確認信
(7) 「珺瓏灣優『悅』生活驚喜」優惠確認信(連「珺瓏灣優『悅』生活驚喜」優惠表格) (如適用)
(8) 代繳從價印花稅(上限為成交金額 3%)優惠確認信(如適用)
(9) 買方確認書(如適用)
(10) 關於吊船操作的確認函 (如適用)
(11) 關於開放式廚房的確認書 (如適用)
(12) 有關冷氣機平台的確認書 (如適用)
(13) 有關參觀示範單位的確認函
(14) 宣傳及推廣名稱確認書
(15) 投標物業的量度尺寸
(16) 賣方資料表格
(17) 物業參觀確認函

**請不要於本(v)分段所述的任何文件內填上日期。**

(c) 放入普通信封內，信封面上書明賣方收啓，並清楚註明「**恆大・珺瓏灣**」；及

(d) 從招標開始日期起至招標截止日期止的載於招標公告附表第 II 部份的辦公時間放入位於香港灣仔告士打道 38 號中國恒大中心 13A 樓擺放的標示為「**恆大・珺瓏灣公開招標**」的投標箱內。

2.9 在賣方對收到的投標書作出決定前，銀行本票及/或支票不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票及/或支票將被視作臨時訂金，用以支付樓價的部份款項。所有其他銀行本票及/或支票將於承約期間屆滿後起計 14 天內，按投標書所載的地址以專人送達，或通過郵遞方式退還予落選投標者。

2.10 (a) 投標者須親身簽署要約表格及其他文件(如投標者為公司，須由其董事簽署)，並被視作為主事人。

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

(c) 要約表格中指明的香港通訊地址將會是收取接受投標書信函及退回銀行本票及/或支票的地址。

2.11 (a) 作爲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. <u>接受投標</u>

3.1 投標書如獲接納，中標者即成為投標物業之買方。

3.2 買方會在承約期間屆滿時或之前獲書面通知(「**接納書**」)其投標書已被接納，接納書會按要約表格

指明的香港通訊地址以專人送達及/或通過郵遞方式寄予買方。買方亦會在接納書內獲通知賣方律師的名稱。接納書在投郵後的第 3 個工作日被視為已經正式收到。

3.3 在接納書的日期後的 5 個工作日內，買方應簽署由賣方律師擬備的標準格式的正式合約，不能對其作出任何改動或修訂。正式合約的標準格式可於招標公告附表第 I 部份(E)欄的訂明期間內在售樓處審閱。為免生疑問，買方將被視為已經審閱正式合約的標準格式，並且買方將接受正式合約並不得作出修訂。

3.4 (a) 如買方有意以其授權人代表其簽署正式合約：-

(i) 賣方律師將不會於買賣該物業事宜中代表買方，買方須另聘律師作爲其代表；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. <u>其他事項</u>

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。如有任何查詢，應聯絡賣方的代理人恒大物業代理(香港)有限公司，地址為灣仔告士打道 38 號中國恒大中心 13A 樓(查詢熱線: (852) 3997 3333)。

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爲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的任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。

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)<br>項目 | (B)<br>該等招標物業 | (C)<br>招標開始日期及時間 | (D)<br>招標截止日期及時間 | (E)<br>審閱正式合約期間 |
|---|---|---|---|---|
| 1 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ B ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |
| 2 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ D ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |
| 3 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ E ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |
| 4 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ F ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |
| 5 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ H ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |
| 6 | 香港新界屯門恆大・珺瓏灣第 2 期[ 5A ]座[ G ]樓[ J ]室 | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日上午 9 時<br><星期六、星期日及公眾假期除外> | 由 2021 年 3 月 8 日起 至 2021 年 8 月 19 日的每日下午 4 時<br><星期六、星期日及公眾假期除外> | 每日由 2021 年 3 月 8 日起至 2021 年 8 月 19 日<br><星期六、星期日及公眾假期除外> |

| | | | | |
|---|---|---|---|---|
| 7 | 香港新界屯門恆大・珺瓏灣第2期[ 5A ]座[ G ]樓[ K ]室 | 由2021年3月8日起 至2021年8月19日的每日上午9時<br><星期六、星期日及公眾假期除外> | 由2021年3月8日起 至2021年8月19日的每日下午4時<br><星期六、星期日及公眾假期除外> | 每日由2021年3月8日起至2021年8月19日<br><星期六、星期日及公眾假期除外> |

**<u>第 II 部份 – 辦公時間</u>**

每日由2021年3月8日起至2021年8月19日上午9時至下午4時
<星期六、星期日及公眾假期除外>

*[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 Emerald Bay, Tuen Mun, New Terriotries, Hong Kong. |
| "**this Preliminary Agreement**" | means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document. |

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property. The Vendor shall sell and the Purchaser shall purchase the Property at the Purchase Price and on the terms and conditions contained in this Preliminary Agreement.

3. The sale and purchase shall be completed at the office of the Vendor's solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

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

   (a) this Preliminary Agreement is terminated;

   (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and

   (c) the Vendor does not have any further claim against the Purchaser for the failure.

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

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

(b) other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

11. The measurements of the Property are set out in the attached Schedule 1.

12. The sale and purchase of the Property includes the fittings, finishes and appliances as set out in the attached Schedule 2.

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

14. The Purchaser acknowledges receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 15 and fully understands its contents.

15. For the purposes of clause 14 above, the following is the "Warning to Purchasers"–

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor, the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

(e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

16. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.

17. No attorney, trustee or nominee of any kind by the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except for a named attorney (without any right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser.

18. (a) All stamp duty (including, without limitation, ad valorem stamp duty, special stamp duty, buyer's stamp duty and all additional stamp duty) arising from this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment (whether under the Stamp Duty Ordinance (Cap.117, Laws of Hong Kong)), the charges for certified copies of title deeds, all registration fees, plan fees and a due proportion of the costs for the preparation, registration and completion of the Deed of Mutual Covenant incorporating Management Agreement and (if applicable) Sub-Deed of Mutual Covenant and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser.

(b) If the Purchaser instructs the Vendor's solicitors to act for him in the Agreement and the Assignment, and other documents in relation to the purchase (if any) of the Property is handled by the Vendor's solicitors, the legal costs (excluding all disbursements which shall be paid by the Purchaser) of the Agreement and the Assignment to be borne by the Purchaser shall be waived.

(c) In any other cases, each of the Vendor and the Purchaser shall pay its own solicitors' legal costs and disbursements of the Agreement and the Assignment.

(d) The Purchaser shall bear all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property.

19. All further deposit, part payment of the Purchase Price, the balance of Purchase Price and stamp duty shall be paid by the Purchaser by way of cashier order(s) drawn in favour of the Vendor's solicitors.

20. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Vendor or its sales agent may unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

21. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.

22. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

23. Time shall in every respect be of the essence of this Preliminary Agreement.

24. If the Property under this Preliminary Agreement consists of a residential property as well as any residential parking space(s) or motor cycle parking space(s), such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.

25. On completion, the Purchaser shall pay to the manager of the Development, or reimburse to the Vendor (if any of the relevant payments shall have already been paid by the Vendor to the manager), all deposits and advance payment, contribution to Special Funds, debris removal fee and all other payments payable under the Deed of Mutual Covenant incorporating Management Agreement and (if applicable) Sub-Deed of Mutual Covenant in relation to the Development of which the Property forms part.

26. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

(b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621).

(c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:-

(i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of

the CRTPO shall not apply to this Preliminary Agreement; and

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

27. In this Preliminary Agreement: -

(a) "**saleable area**" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap. 621) ("that Ordinance");

(b) "**working day**" has the meaning given by section 2(1) of that Ordinance;

(c) the floor area of an item under clause (a) of each Property set out in Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and

(d) the area of an item under clause (b) of each Property set out in Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

28. The Vendor reserves the right to alter the building plans in respect of the Development (including the Property) whenever the Vendor considers necessary provided that the Vendor shall notify the Purchaser in writing of such alteration if the same affect in any way the Property within 14 days after its having been approved by the Building Authority.

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

## 第 2 部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

| | |
|---|---|
| 「發展項目」 | 指香港新界屯門恆大・珺瓏灣。 |
| 「本臨時合約」 | 指買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約； |

2. 招標文件連同接納書構成賣方與買方就買賣該物業的有約束力的協議。賣方須以樓價並按本臨時合約所載條款及條件出售該物業，而買方須以樓價並按本臨時合約所載條款及條件購買該物業。

3. 買賣須根據正式合約的條款於辦公時間(即指由上午 10 時起至同日下午 4 時 30 分為止期間)內，在賣方律師的辦事處完成。

4. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須：

(a) 由買方於接納書的日期之後的第 5 個工作日或之前簽立；及

(b) 由賣方於接納書的日期之後的第 8 個工作日或之前簽立。

5. 須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。

7. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

8. 買方須於本臨時合約之簽署日期之後五個工作日內攜帶香港身份證或護照或商業登記證(如買方為公司)及本臨時合約的正本到賣方律師辦公地點辦理下列手續:(a)簽署賣方律師所訂定之正式合約，合約內容買方不能更改，(b)交付根據本臨時合約付款方式所述到期應付之款項，並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。

9. 如買方沒有在接納書的日期後的 5 個工作日內簽立正式合約：

(a) 本臨時合約即終止；

(b) 買方支付的臨時訂金，即被沒收歸於賣方；及

(c) 賣方不得就買方沒有簽立正式合約，而對買方提出進一步申索。

10. 在正式合約中，買方須與賣方協議如下－

(a) 如正式合約於日後以任何形式被取消，賣方有權保留臨時訂金；及

(b) 除訂立按揭或押記外，買方不得於本買賣交易及簽立轉讓契之前提名任何人接受本物業之轉讓契，亦不得轉售本物業或以任何形式轉移正式合約之權益或訂立以以上為目的之任何協議。

11. 該物業的量度尺寸載列於附表 1。

12. 該物業的買賣包括的裝置、裝修物料及設備載列於附表 2。

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

14. 買方確認已收到第 15 條所列出的"對買方的警告"的中英雙語文本，並完全明白其內容。

15. 就上述第 14 條而言，「**對買方的警告**」內容如下—

(a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

(d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

16. 本臨時合約只適用於買方個人，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。

17. 賣方並不接受買方任何形式之授權人、受托人或獲提名人代替買方本人簽署正式合約，除非該人為指定之獲授權人（但其授權不能有任何授權他人代替之權力）而其授權乃為指定權限並只限於以買方名義及代買方簽署正式合約。

18. (a) 有關本臨時合約及/或正式合約及/或轉讓契所招致的印花稅(包括但不限於從價印花稅、額外印花稅、買家印花稅及附加印花稅)(不論是根據香港法例第 117 章《印花稅條例》可徵收的)，上手契約鑒證本之費用、所有登記費、圖則費及適當比例之大廈公契及管理合約及(如適用)副公契製作、登記及完成之費用及其他有關該物業的買賣之文件等費用，一概由買方單獨承擔及繳付。

(b) 如買方聘用賣方律師代表他行事以處理正式買賣合約及轉讓契而該物業的其他法律文件（如有）亦由賣方律師處理，買方原須支付有關正式買賣合約及轉讓契之律師費用（不包括所有代墊付費用，代墊付費用須由買方支付）將獲豁免。

(c) 在任何其他情況下，買賣雙方須各自負責其有關正式買賣合約及轉讓契之律師費用及代墊付費用。

(d) 買方須承擔該物業的按揭（如有）之所有法律及其他費用及代墊付費用。

19. 所有加付訂金，部份售價餘款，售價餘款及印花稅需以抬頭寫上賣方律師之銀行本票支付。

20. 如買方或任何人代表買方在未簽署正式合約前，將本臨時合約登記於土地註冊處登記冊內，賣方或其銷售代理人可單方面簽署及於土地註冊處登記備忘錄將本臨時合約刪除或取消。

21. 買方如有更改地址或電話，須以書面通知賣方。

22. 該物業乃屬印花稅條例第 29A(1) 條所註釋之住宅用途物業。

23. 本臨時合約所規定之時間或時限乃合約要素，必須嚴謹遵守。

24. 如本臨時合約下的該物業包括住宅物業也同時包括任何住宅停車位或電單車停車位，該等物業必須由單一份正式合約及其後單一份轉讓契涵蓋。

25. 買方在成交時須按大廈公契及(如適用)副公契規定向發展項目管理人繳交所有按金、上期預繳、其須分擔的特別基金、清理廢料費用及所有須繳交的其他費用。如任何上述費用已由賣方付予管理人，買方均須在交易完成時補還予賣方。

26. (a) 賣方和買方無意賦予任何第三者權利依據《合約（第三者權利）條例》(第 623 章)(“該條例”)強制執行本臨時合約下任何條款，並且同意排除該條例對本臨時合約的適用，惟受以下第(b) 款及第(c)款的規定限制。

(b) 本條第(a)款只適用於以下情況而本臨時合約的條款亦只在以下情況下才不在該條例的適用範圍內：就是說，在排除該條例對該項條款的適用時，並無違反《一手住宅物業銷售條例》(第 621 章) 的情況下。

(c) 若本臨時合約任何條款因上述第(b)款的規定沒有從該條例的適用範圍內排除，而第三者(在該條例定義)可依據該條例強制執行任何該等條款時：

(i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若撤銷權存在)，而該條例第 6(1)條將不適用於本臨時合約；及

(ii) 賣方和買方依據該條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。

27. 在本臨時合約中—

(a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) (“該條例”)第 8 條給予該詞的涵義；

(b) “工作日”具有該條例第 2(1)條給予該詞的涵義；

(c) 附表 1 載列之每個單位的(a)項所指的項目的樓面面積，按照該條例第 8(3)條計算；及

(d) 附表 1 載列之每個單位的(b)項所指的項目的面積，按照該條例附表 2 第 2 部計算。

28. 賣方保留於其認為所需時修改本發展項目(包括本物業)建築圖則之權利，但賣方須由建築事務監督就有關影響本物業之修改發出批准後起計 14 天內以書面通知買方。

29. 本招標文件所約定的內容僅限於本招標文件及本招標文件的附件(如有)所載之內容，任何本招標文件及本招標文件的附件(如有)中未提及的、未經賣方授權同意的，包括但不限於公司管理人員郵件等書面或口頭的陳述、承諾等內容均屬無效。

本物業的量度尺寸如下—

The measurements of the Property are as follows—

Property 物業: Flat [ ] on the [ ] Floor of Tower [ ] of Emerald Bay Phase 2, Tuen Mun, New Territories , Hong Kong

香港新界屯門恆大・珺瓏灣第 2 期第[ ]座[ ]樓[ ]室

(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 | N/A | 平方米／square metres/ | N/A | 平方呎；square feet; |
| *花園的面積為 the area of the garden is | N/A | 平方米／square metres/ | N/A | 平方呎；square feet; |
| *停車位的面積為 the area of the parking space is | N/A | 平方米／square metres/ | N/A | 平方呎；square feet; |
| *天台的面積為 the area of the roof is | N/A | 平方米／square metres/ | N/A | 平方呎；square feet; |
| *梯屋的面積為 the area of the stairhood is | N/A | 平方米／square metres/ | N/A | 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 | Window | Fluorocarbon coating aluminium frame.<br>Tinted tempered glass and tinted heat strengthened glass |
| 2 | Bay window | Not applicable |
| 3 | Planter | Not applicable |
| 4 | Verandah or balcony | Balcony: Installed with aluminium framed laminated glass balustrade with aluminium top rail<br>Floor: External floor tiles<br>Wall: Ceramic tiles, aluminium panel, aluminium cladding<br>Ceiling: Aluminium ceiling panel<br>Balcony are covered |
| 5 | Drying facilities for clothing | Not applicable |

**INTERIOR FINISHES**

| No. | Item | Description |
|---|---|---|
| 6 | Internal wall and ceiling | Type of living room/dining room and living room/dining room/bedroom finishes<br>Wall: Wallpaper, faux leather, gray mirror, stainless steel, ceramic tiles, except flats specified below:<br>Wallpaper, faux leather, gray mirror, stainless steel for the following flats: Flat G of Tower 3 and Tower 5A; Flat R on 2-3/F, 5-12/F, 15-22/F of Tower 3 and Tower 5A; Flat G of Tower 3A and Tower 5<br>Ceiling: Partly emulsion paint where exposed, partly gypsum board false ceiling and bulk head finished with emulsion paint where exposed, partially finished with metal strip<br>Type of bedroom finishes<br>Wall: Wallpaper, faux leather, gray mirror, stainless steel, except flats specified below: Wallpaper, faux leather, stainless steel for the following flats: Master bedroom of Flat G of Tower 3 and Tower 5A; Bedroom of Flat R on 2-3/F, 5-12/F, 15-22/F of Tower 3 and Tower 5A; Bedroom of Flat G of Tower 3A and Tower 5<br>Ceiling: Partly emulsion paint where exposed, partly gypsum board false ceiling and bulk head finished with emulsion paint where exposed Partially finished with metal strip for the flats specified below: Flat G of Tower 3 and Tower 5A |

| | | |
|---|---|---|
| 7 | Internal floor | Material of living room/dining room and living room/dining room/bedroom<br>Floor: Engineered timber flooring, ceramic tiles, stainless steel, with natural stone and metal strip border along edge of adjoining door between living room/dining room and living room/dining room/bedroom and balcony<br>Skirting: Reconstituted stone<br>Material of bedroom<br>Floor: Engineered timber flooring, with natural stone and metal strip border along edge of adjoining door between living room and balcony and utility platform<br>Skirting: Reconstituted stone |
| 8 | Bathroom | Wall: Ceramic tiles, glass, mirror, stainless steel, except flats specified below: Ceramic tiles, glass, stainless steel for the following units:<br>Flat K, L, M, N, P of the Tower 3 and Tower 5A; Flat A on 1-3/F, 5-12/F, 15-22/F of Tower 3 and Tower 5A; Flat A, F, J, K, L, M, N, P of Tower 3A and Tower 5; Flat Q on 1-3/F, 5-12/F, 15-22/F of Tower 3A and Tower 5<br>Finishes up to level of false ceiling<br>Floor: Natural stone to the exposed surface<br>Ceiling: Gypsum board false ceiling with emulsion paint to the exposed surface |
| 9 | Kitchen | Wall: Ceramic tile and stainless steel to the exposed surface<br>Finishes up to level of false ceiling<br>Floor: Ceramic tile to the exposed surface<br>Ceiling: Gypsum board false ceiling with emulsion paint to the exposed surface<br>Cooking bench: Reconstituted stone |

| No. | Item | Description | |
|---|---|---|---|
| 10 | Doors | Main entrance door | -Material: Fire-rated solid core timber door<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset with handle, eye viewer, door closer, door stopper, door safety lock and smoke seal |
| | | Door from Living Room to Garden | -Material: Aluminium framed glass door<br>-Finishes: Glass and fluorocarbon coated aluminum frame<br>-Accessories: Lockset with handle |
| | | Store door | -Material: Solid core timber door<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset and door stopper |
| | | Bedroom door | -Material: Solid core timber door<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset and door stopper |
| | | Master bathroom door | -Material: Solid core timber door with louver<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset and door stopper |
| | | Bathroom door | -Material: Solid core timber door with louver<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset, robe hook and door stopper |
| | | Bathroom sliding door | -Material: Solid core timber door with louver<br>-Finishes: Timber veneer, plastic laminate, stainless steel<br>-Accessories: Lockset with sliding door track |

| | | | |
|---|---|---|---|
| | | Balcony door and Utility Platform door | -Material: Aluminium framed glass door<br>-Finishes: Glass and fluorocarbon coated aluminium frame<br>-Accessories: Lockset with handle |

| No. | Item | Description |
|---|---|---|
| 11 | Bathroom | **Basin countertop:** Natural stone, except flats specified below :<br>Reconstituted stone for the following flat:<br>Flat K, L, M, N, P of Tower 3 and Tower 5A; Flat A on 1-3/F, 5-12/F, 15-22/F of Tower 3 and Tower 5A; Flat A, F, J, K, L, M, N, P of Tower 3A and Tower 5; Flat Q on 1-3/F, 5-12/F, 15-22/F of Tower 3A and Tower 5<br>**Basin cabinet:** Wooden cabinet with resin panel and stainless steel<br>**Mirror cabinet:** Wooden cabinet with mirror panel and stainless steel<br>**Wash basin mixer:** Chrome plated<br>**Water clos**et: Vitreous china<br>**Wash basin:** Vitreous china<br>**Shower set:** Chrome plated<br>**Shower compartment**: Stainless steel and tempered glass<br>**Towel rack:** Chrome plated<br>**Paper holder:** Stainless steel<br>**Robe hook:** Stainless steel<br>**Toilet Brush**: Chrome plated and frosted glass<br>**Illuminated mirror :**Chrome plated and mirror<br>**Rack :**Stainless steel<br>**Bathtub (if any):** Not applicable |

**INTERIOR FITTINGS**

| No. | Item | Description |
|---|---|---|
| 12 | Kitchen | Sink unit: Stainless steel<br>Kitchen cabinet: Wooden cabinet<br>High gloss lacquered finish panel and stainless steel<br>Type of all other fittings and equipment:<br>Chrome plated sink mixer<br>Sprinkler head(s) and smoke detector(s) with sounder base are installed in flats with open kitchens |
| 13 | Bedroom | Built-in wardrobe are provided for the following flats:<br>Master Bedroom of Flat R on 2-3/F, 5-12/F, 15-22/F of Tower 3 and Tower 5A;<br>Master Bedroom of Flat G of Tower 3A and Tower 5<br>Wooden cabinet with metal frame and glass door |
| 14 | Telephone | Telephone outlets points are provided |
| 15 | Aerials | TV/FM outlets for local TV/FM and SMATV are provided |
| 16 | Electrical installations | Faceplate for all switches and power sockets<br>Single phase electricity supply with miniature circuit breaker distribution board is provided in portion flats; Three phase electricity supply with miniature circuit breaker distribution board is provided in portion flats;<br>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 |
| 17 | Gas supply | Towngas supply is provided and connected to gas hob and gas water heater |
| 18 | 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 |

| | | |
|---|---|---|
| 19 | Water supply | Copper water pipes are provided for cold water supply and copper water pipes with thermal insulation are provided for hot water supply<br>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<br>Hot water supply to kitchen, lavatory and bathroom |

**APPLIANCES**

| | | |
|---|---|---|
| 20 | Appliances | Kitchen: Built-in gas hob, built-in cooker hood, built-in steam oven, built-in refrigerator, built-in 2-in-1 washer dryer<br>Bathroom: Thermo-ventilator<br>Towngas water heater is provided<br>Split-type air-conditioner is provided in living room, dining room, living room/dining room, living room/dining room/bedroom, bedroom and store (if applicable)<br>Door bell and door phone are provided |

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

Remark: 4/F, 13/F & 14/F are omitted

*[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.

**TENDERER MUST COMPLETE THIS PAGE**

## 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*<br>**(* 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$) | Bank | Cheque no. |
| | | | | |
| | | | | |
| *4 | Tendered Property | Tower | Floor | Flat |
| | | | | |
| | Tender Price (HK$) | | | |
| | 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. |
| | | | | |
| | | | | |

**(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 14 days after the date of the Vendor's notification to me/us that the Vendor is in a position validly to assign the Property to me/us.

For details of the gifts, financial advantage or benefits, please refer to Annex 16.

*Section 4 – Channel which Tenderer knows about Emerald Bay*

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

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

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

†□ I/We confirm that :-

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

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

and/or

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

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

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

**TENDERER MUST COMPLETE THIS PAGE**

*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) □ Warning to Purchasers (undated)
   - (2) □ Declaration of Relationship with the Vendor (undated)
   - (3) □ Personal Information Collection Statement (undated)
   - (4) □ Declaration in relation to Intermediary (undated)
   - (5) □ Acknowledgement Letter Regarding Stamp Duty (undated)
   - (6) □ Confirmation Letter regarding First 3 Years Warranty Benefit (undated)
   - (7) □ Confirmation Letter regarding Wellness Living Benefit (undated)
   - (8) □ Purachser's Acknowledgement (undated)
   - (9) □ Confirmation Letter regarding Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit (undated)
   - (10) □ Acknowledgement Letter regarding Promotional and Marketing Names(undated)
   - (11) □ Acknowledgement Letter Regarding Operation of Gondola (if applicable)
   - (12) □ Acknowledgement Letter Regarding Open Kitchen (if applicable) (undated)
   - (13) □ Acknowledgement Letter Regarding A/C Platform (if applicable) (undated)
   - (14) □ Acknowledgement Letter Regarding Viewing of Show Flats (undated)
   - (15) □ Measurements of the Tendered Property (undated)
   - (16) □ Vendor'sInformation Form(undated)
   - (17) □ Acknowledgement Letter for Properties Viewing(undated)

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

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

We declare and agree as follows:-

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

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

| | | |
|---|---|---|
| 3. | | |

| *Section 8 - Signature of the Tenderer and witness* | |
|---|---|
| I/We, the Tenderer, have read the entire Tender Document, the documents in the Annex, completed the Offer Form and the Schedule thereto. I/We agree to be bound by and confirm my/our acceptance the terms and conditions of the Tender Document.<br><br>*(Note: The Offer Form must be signed by ALL of the Tenderers if there is more than one Tenderer. If the Tenderer is a company, the Offer Form must be signed by its authorized signatory(s) with company chop.)* | |
| Signed by the Tenderer:<br><br>X | Witnessed by:<br><br>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)。

**投標者須**
**填妥本頁**

## 要約表格的附表

*(由投標者填寫)*

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

**投標者須**
**填妥本頁**

| | | | | |
|---|---|---|---|---|
| *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$) | | 支票編號 |
| | | | | |
| | | | | |
| *4 | 投標物業 | 座 | 樓 | 單位 |
| | | | | |
| | 投標價 (HK$) | | | |
| | 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 |
| | | | | |
| | | | | |

**(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)於賣方就其有能力將本物業有效地轉讓予本人/我們一事向本人/我們發出通知的日期後的 14 日內繳付。

有關贈品、財務優惠或利益的詳情，請參閱附件 16。

**投標者須**
**填妥本頁**

*第 4 節–投標者得知恆大・珺瓏灣的途徑*

投標者透過以下何種途徑得知恆大・珺瓏灣及其相關資訊***(†請剔 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)<br>(ii)<br>(iii) |

| | | |
|---|---|---|
| | 香港身份證號碼 / 護照號碼 | (i)<br>(ii)<br>(iii) |
| | 相關投標書 | 關於以下一個物業之投標: |
| (2) | 近親的姓名 | (i)<br>(ii)<br>(iii) |
| | 香港身份證號碼 / 護照號碼 | (i)<br>(ii)<br>(iii) |
| | 相關投標書 | 關於以下一個物業之投標: |
| (3) | 近親的姓名 | (i)<br>(ii)<br>(iii) |
| | 香港身份證號碼 / 護照號碼 | (i)<br>(ii)<br>(iii) |
| | 相關投標書 | 關於以下一個物業之投標: |
| (4) | 近親的姓名 | (i)<br>(ii)<br>(iii) |
| | 香港身份證號碼 / 護照號碼 | (i)<br>(ii)<br>(iii) |
| | 相關投標書 | 關於以下一個物業之投標: |

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

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

**投標者須**
**填妥本頁**

*第 6 節 – 遞交清單*

以下文件連同本招標文件遞交(詳情見招標公告第 2.8 段)：

1. □ 招標文件及要約表格已填妥、簽署及填上日期
2. □ 銀行本票及/或支票
3. □ 投標者的身份證明文件
4. □ 中介人的牌照(如適用)
5. □ 證明要約表格的附表第 5 節所指的近親關係的文件證據(若已填妥該節)
6. 由投標者填妥並簽署的附件的文件：
   - (1) □ 對買方的警告 (未有填上日期)
   - (2) □ 與賣方關係的聲明 (未有填上日期)
   - (3) □ 收集個人資料聲明 (未有填上日期)
   - (4) □ 有關中介人的聲明 (未有填上日期)
   - (5) □ 關於印花稅的確認函 (未有填上日期)
   - (6) □ 首 3 年保修優惠確認信(未有填上日期)
   - (7) □ 「珺瓏灣優『悅』生活驚喜」優惠確認信(未有填上日期)
   - (8) □ 買方確認書(未有填上日期)
   - (9) □ 代繳從價印花稅(上限為成交金額 3%)優惠確認信(未有填上日期)
   - (10) □ 宣傳及推廣名稱確認書(未有填上日期)
   - (11) □ 關於吊船操作的確認函 (如適用) (未有填上日期)
   - (12) □ 關於開放式廚房的確認書 (如適用) (未有填上日期)
   - (13) □ 有關冷氣機平台的確認書 (如適用) (未有填上日期)
   - (14) □ 有關參觀示範單位的確認函 (未有填上日期)
   - (15) □ 投標物業的量度尺寸 (未有填上日期)
   - (16) □ 賣方資料表格(未有填上日期)
   - (17) □ 物業參觀確認函 (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。<br><br>*(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：<br><br>X | 見證人簽署：<br><br>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拼**遞交**。)*
*(The Annex does not form part of the Tender Document. However, the Tenderer should note documents marked with "#" **should be signed and submitted** together with the Tender Document.)*

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

1. 對買方的警告 #
Warning to Purchasers #
2. 與賣方關係的聲明 #
Declaration of Relationship with the Vendor #
3. 收集個人資料聲明 #
Personal Data Collection Statement #
4. 有關中介人的聲明 #
Declaration in Relation to Intermediary #
5. 關於印花稅的確認函 #
Acknowledgement Letter Regarding Stamp Duty #
6. 首 3 年保修優惠確認信 #
Confirmation Letter regarding First 3 Years Warranty Benefit #
7. 「珺瓏灣優『悅』生活驚喜」優惠確認信#
Confirmation Letter regarding Wellness Living Benefit" #
8. 珺瓏灣優『悅』生活驚喜」優惠表格
Form for Wellness Living benefit
9. 代繳從價印花稅(上限為成交金額 3%)優惠確認信 #
Confirmation Letter regarding Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit #
10. 買方確認書#
Purachser's Acknowledgement #
11. 關於吊船操作的確認函 (如適用) #
Acknowledgement Letter Regarding Operation of Gondola (if applicable) #
12. 關於開放式廚房的確認書 (如適用) #
Acknowledgement Letter Regarding Open Kitchen (if applicable) #
13. 有關冷氣機平台的確認書 (如適用) #
Acknowledgement Letter Regarding A/C Platform (if applicable) #
14. 有關參觀示範單位的確認函 #
Acknowledgement Letter Regarding Viewing of Show Flats #
15. 宣傳及推廣名稱確認書#
Acknowledgement Letter regarding Promotional and Marketing Names#
16. 賣方資料表格#
Vendor's Information Form#
17. 物業參觀確認函#
Acknowledgement Letter for Properties Viewing#

## PART 4: LETTER OF ACCEPTANCE

### Fortune Choice Development Limited

BY HAND/BY POST

_____

_____

_____

_____ Date: _____

Dear Sirs

**Re: Flat 【 】 on the 【 】 Floor of Tower 【 】 of Emerald Bay Phase 2, Tuen Mun, New territories (the "Property")**

We refer to the Tender Document dated _____ submitted by you for the purchase of the Property (the "Tender Document"). Terms defined in the Tender Document shall have the same meaning when used in this Letter of Acceptance unless other 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：**新界屯門恆大・珺瓏灣第 2 期【　　】座【　　】樓【　　】室(「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]*

**Annex A**

**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: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號

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

Phase 期數 Tower 座 Floor 樓 Flat 單位

(the "Property" " 本物業")

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

The measurements of the Property are as follows—
本物業的量度尺寸如下一

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

(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；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 _____ 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;
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.

Date 日期：

Signature of Purchaser(s)
買方簽署：

_____

**Annex 1**

**附件 1**

**WARNING TO PURCHASERS**

**PLEASE READ CAREFULLY**

對買方的警告

買方請小心閱讀

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業'')

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

(a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

(b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

(c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
**現建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

(d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

(e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Signature of Purchaser(s)
買方簽署 :

Date 日期：

Note 備註:

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

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

**Annex 2**
**附件 2**

**Declaration of Relationship with the Vendor**

**與賣方關係的聲明**

日期 Date :

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

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

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業")

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

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

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

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

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

| | | 買方編號 Purchaser No. | | | |
|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 |
| A. | 我/我們現確認我/我們是獨立的第三者•與賣方並非有關連人士。<br>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。<br>I/We hereby confirm that I/we am/are the related party to the Vendor under the Residential Properties (First-Hand Sales) Ordinance.<br>我/我們現進一步確認，我/我們是：<br>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<br>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<br>an associate corporation or holding company of the Vendor | □ | □ | □ | □ |
| | 上述有聯繫法團或控權公司的董事<br>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<br>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<br>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<br>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<br>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權公司的附屬公司；
"associate corporation", in relation to a corporation or specified body, means (a) a subsidiary of the corporation or specified body; or (b) a subsidiary of a holding company of the corporation or specified body

「附屬公司」指《公司條例》(第 622 章)所指的附屬公司；
"subsidiary" means a subsidiary within the meaning of the Companies Ordinance (Cap. 622)

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

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

買方簽署確認
Signature(s) of Purchaser(s) to confirm: 1._____2._____3._____4._____

Note 備註:

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

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

**Annex 3**
**附件 3**

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

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業'')

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

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 and Evergrande Property Agency (Hong Kong) Limited ("Evergrande") 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:
賣方及恒大物業代理(香港)有限公司 (「恒大物業」)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 Evergrande, protecting their interests in the Development, and monitoring the work of Evergrande by the Vendor ("Obligatory Purposes"); and
(i) 供賣方以及恒大物業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，以及供賣方監察恒大物業的工作(「強制性用途」)；及

(ii) sales and direct marketing to you by the Vendor and/or Evergrande and/or the holding companies or subsidiaries of Evergrande (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/或恒大物業及/或恒大物業之控權公司或子公司(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 and Evergrande for the Obligatory Purposes. If you do not provide your personal data to the Vendor and Evergrande for these purposes, the Vendor and Evergrande 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.
賣方及恒大物業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及恒大物業作此等用途，賣方及恒大物業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 Evergrande and/or the holding companies or subsidiaries of Evergrande 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/或恒大物業及/或恒大物業之控權公司或子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 and Evergrande may not so use or provide your personal data for the Voluntary Purposes unless they received your written consent to the intended use and provision.
除非已獲得閣下有關此等使用或提供的書面同意，賣方及恒大物業不得使用或提供閣下的個人資料作自願性用途。

The Vendor and Evergrande 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 holding companies and/or the subsidiaries of Evergrande (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 and Evergrande will not transfer your personal data to any other person without your consent.
賣方及恒大物業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恒大物業之控權公司或子公司 (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，賣方及恒大物業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 and/or Evergrande at any time to cease using your personal data for the Voluntary Purposes and the Vendor and/or the Evergrande must so cease, without charge.
閣下可隨時撤回閣下的同意並要求賣方及/或恒大物業停止使用閣下的個人資料作自願性用途，而賣方及/或恒大物業必須在不收費的情況下停止如此使用該等資料。

The Vendor and Evergrande 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 and Evergrande will destroy your personal data as soon as practicable after the Vendor and Evergrande are no longer obliged to retain such data by law.
賣方及恒大物業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，賣方及恒大物業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 and Evergrande's records. To exercise these rights, you may contact the Vendor and Evergrande at the address below by stating your communication as "Confidential".
閣下可隨時要求查閱及/或改正在賣方及恒大物業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及恒大物業聯絡，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 and Evergrande's policies and practices with respect to personal data and (2) raise general questions and complaints about the Vendor and Evergrande's 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) 索取有關賣方及恒大物業在個人資料方面的政策及實務的一般資料
及 (2) 提出有關賣方及恒大物業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: [13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong]
Attn: Personal Data Privacy Officer
Email Address: pdo@evergrande.com
FAX no.: 2329-3999
福彩發展有限公司
地址：[香港告士打道 38 號中國恒大中心 13A 樓]
個人資料私隱主任
電郵地址: pdo@evergrande.com
FAX no.: 2329-3999

Tianji Holding Limited
Correspondence address: 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong
Attn: Personal Data Privacy Officer
Email Address: pdo@evergrande.com
FAX no.: 2329-3999
天基控股有限公司
通信地址：香港告士打道 38 號中國恒大中心 13A 樓
個人資料私隱主任
電郵地址: pdo@evergrande.com
FAX no.: 2329-3999

Evergrande Property Agency (Hong Kong) Limited
Correspondence address: 13A/F, China Evergrande Centre, 38 Gloucester Road, Wan Chai, Hong Kong
Attn: Personal Data Privacy Officer
Email Address: pdo@evergrande.com
FAX no.: 2329-3999
恒大物業代理(香港)有限公司
通訊地址：香港告士打道 38 號中國恒大中心 13A 樓
個人資料私隱主任
電郵地址: pdo@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 and Evergrande **NOT** to use my personal data for the Voluntary Purposes described above. (If I do not check this box, I understand that the Vendor and Evergrande 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及恒大物業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，賣方及恒大物業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。

**Annex 4**
**附件 4**

**Declaration in relation to Intermediary**

**有關中介人的聲明**

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(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 |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
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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轇轕，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，如本聲明的中英文文本有任何歧義，概以英文文本作準。

Signature of Purchaser(s)
買方簽署：

Date 日期：

Signature of Intermediary:
中介人簽署 ：

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。

**Annex 5**
**附件 5**

**Acknowledgement Letter Regarding Stamp Duty**

**關於印花稅的確認書**

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業'')

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|---|---|---|
| 1 | | |
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The Purchaser hereby confirms and acknowledges that the Purchaser is aware of the following and their implications prior to the signing of the preliminary agreement for sale and purchase ("**Preliminary Agreement**") and the formal agreement for sale and purchase ("**Agreement for Sale and Purchase**") of the Property:
買方謹此確認及知悉在簽署本物業之臨時買賣合約(「**臨時合約**」)及正式買賣合約(「**買賣合約**」)之前，買方已獲悉以下事項及其影響：

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

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

**Tightening Up of Exemption Arrangement**
**收緊豁免安排**

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

**Procedures to be followed by the Purchaser**
**買方須遵守的程序**

5. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer's stamp duty ("BSD") shall be exempted:-
如買方聲稱應適用以第 2 標準稅率計算的從價印花稅及/或應豁免買家印花稅：
   (a) The Purchaser or each of the Purchaser (as the case may be) shall make a statutory declaration (the "**Statutory Declaration**") (in the prescribed form) accompanied with a copy of your Hong Kong Identity Card(s).
   買方或每名買方(視適用情況而定)須作出法定聲明(依照法訂表格)及附上閣下的香港身分證副本。
   (b) The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors :-
   買方承諾向賣方律師交付並促使其律師向賣方律師交付：

(i) within 17 days from the date of the Agreement for Sale and Purchase, a certified true copy of the Statutory Declaration together with a duly completed Form IRSD 118 and other forms or supporting documents which the Stamp Office may from time to time require; and
在買賣合約訂立之日起 17 天內，「法定聲明」的核證副本連同已填妥的 IRSD 118 表格及印花稅署不時要求的其他表格或其他證明文件；及

(ii) within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.
在買賣合約訂立之日起 1 個月內，一份已加蓋應付印花稅之買賣合約的核證副本，或印花證明書的核證副本，以證明已完全繳付買賣合約之印花稅。

6. If the present transaction is subject to payment of the AVD at New Rate, the AVD at New Rate will be payable within 30 days after execution of the relevant Agreement for Sale and Purchase.
如本項交易須繳付以新稅率計算的從價印花稅，以新稅率計算的從價印花稅須在有關買賣合約簽立日期後 30 天內繳交。

**Other Matters**
**其他事項**

7. I/We confirm and acknowledge that I/we shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by me/us.
本人／我們確認及知悉，若本人／我們不能全數準時支付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，本人／我們須就此向賣方作出十足的彌償。

8. I/We understand that I/we shall be solely responsible for ascertaining whether I/we am/are HKPR, subject to the BSD and subject to the AVD at New Rate.
本人／我們明白，本人／我們負上全部責任確定本人／我們是否香港永久性居民、是否需要繳付「買家印花稅」及是否需要繳付以新稅率計算的「從價印花稅」。

9. I/We acknowledge and agree that I/we shall pay all legal costs and disbursements of and incidental to all necessary statutory declaration(s) to be made by me/us or any third party (if applicable) if I/we claim exemption from BSD or AVD at New Rate, as the case may be.
本人／我們知悉及同意，若本人／我們有意申請豁免「買家印花稅」或豁免以新稅率計算 「從價印花稅」(視情況而定)，本人／我們須支付所有就該申請而必需由本人／我們或第三方（如適用）作出的「法定聲明」所涉及的法律費用及代墊付費用。

10. I/We acknowledge that this document does not constitute any advice or representation from you to me/us. I/We understand that advice from the professionals should be sought if in doubt. Whether the AVD at Scale 2 rates will be applicable to me/us and/or whether I/we shall be exempted for BSD is subject to the decision of the Collector of Stamp Revenue.
本人／我們知悉本文件不構成你們給予本人／我們任何意見或陳述。本人／我們明白如有疑問，本人／我們應徵詢專業人士之意見。印花稅署署長對於以第 2 標準稅率計算的「從價印花稅」是否適用於本人／我們及／或本人／我們是否可獲豁免「買家印花稅」有決定權。

11. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本信件任何條款都不應被視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。

12. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本函中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signature of Purchaser(s)
買方簽署：

Date 日期：

Note 備註:

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

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

**Annex 6**
**附件 6**

**Confirmation Letter regarding First 3 Years Warranty Benefit**

**首 3 年保修優惠確認信**

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業")

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

**優惠 Benefit : 首 3 年保修優惠 First 3 Years Warranty Benefit**

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase ("Preliminary Agreement") you entered into on the date hereof. We hereby confirm that without affecting the Purchaser's rights under the Agreement (as defined below), the Vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 3 years from the date of issuance of the certificate of compliance or consent to assign in respect of the Development/Phase (whichever is earlier) rectify any defects (fair wear and tear excepted) to the Property caused otherwise than by the act or neglect of any person (excluding the Vendor), subject to the following terms and conditions :-
閣下於本函日期簽訂臨時買賣合約 (「臨時合約」) 購買本物業。現特此確認在不影響買方於正式合約(定義見下)下之權利的前提下，凡本物業有欠妥之處(正常損耗除外)，而該欠妥之處並非由任何人(不包括賣方)之行為或疏忽造成，買方可於發展項目/期數的滿意紙或轉讓同意書發出日(以較早者計)起計 3 年內向賣方發出書面通知，賣方須在收到書面通知後在合理地切實可行的範圍內盡快自費作出修補。惟閣下須受以下條款及條件規限：

1. The benefit herein does not cover any electrical appliances, furniture, plants or landscaping in and sold with the Property (if any), nor to any wear and tear of the Property or any things or matter added to the Property after the completion of the sale and purchase. Without prejudice to the generality of the foregoing, this benefit is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Vendor is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Vendor.
此項優惠不包括任何位於本物業內或隨本物業出售的電器、家具、花草植物或園藝設計(如有)，亦不包括任何本物業之損耗及在買賣完成後所增加的事物。在無損上述條款的通用性為前提下，此項優惠是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且賣方不會對因不恰當使用或管理造成、和因閣下未能及時通知賣方而加深的損壞作出執修。

2. This benefit shall no longer be applicable if and when, after you have duly notified the Vendor of the defects, the subject matter of the defects has been for whatever reason altered, relocated or otherwise modified or varied, sold or disposed of afterwards.
若閣下於適當地通知賣方該等有欠妥之處後，該等有欠妥之處的事物因任何原因受到更改或修改、重新安置、出售或丟棄，此項優惠將會終止。

3. This benefit is given on an entirely without prejudice basis and as a gesture of goodwill of the Vendor. For the avoidance of doubt, the Vendor bears no liability to you for any failure to perform this obligation. In case of any dispute in relation to this benefit, the decision of the Vendor shall be final and binding on you.
此項優惠是在完全無損賣方及買賣雙方基礎及純為賣方之良好商譽而提供。為免生疑問，賣方無須為未能履行此項責任向閣下負上任何責任或賠償任何損失。如賣方於此項責任有任何爭議，賣方享有最終及具約束力的決定權。

4. You shall execute the formal Agreement for Sale and Purchase in respect of the Property ("the Agreement") within 5 working days after the date of signing of 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的日期後的 5 個工作日內按臨時合約之條款及條件簽立有關本物業的正式買賣合約(「正式合約」)。

5. 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、履行及符合正式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。

6. 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 and/or this Letter, this Letter shall become null and void upon which you shall not be entitled to any of the benefit(s) contained in this Letter and such benefit(s) 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、正式合約及/或本函內任何條款或條件，本函即告作廢並無效，而上述優惠將即時被撤銷，並且不損害賣方於臨時合約、正式合約及其他適用法律下之其他權利及申索。

7. The Vendor reserves the right to vary or amend the terms and conditions hereof from time to time.
賣方保留權利不時更改或修訂本函中之條款及條件。

8. In case of any dispute, the decision of the Vendor shall be final.
如有任何爭議，以賣方之最終決定為準。

9. It may be necessary for the Vendor to use the personal information provided by you in the Preliminary Agreement including but not limited to your name, telephone number and home/mailing address in order to enable us to provide or continue to provide the aforesaid benefit to you. You agree and consent that those personal information may be used for the aforesaid purposes. You further agree and consent that those personal information may be disclosed or transferred to the relevant supplier for the purposes of this benefit. For confidentiality of and your access to and making correction to your personal data, please refer to the Personal Data Collection Statement signed by you together with the Preliminary Agreement.
為向 閣下提供或持續提供上述優惠，賣方需使用 閣下於臨時合約中提供的資料，包括但不限於 閣下的姓名、電話號碼及住宅/郵寄地址。閣下同意可就該等目的使用該等個人資料。 閣下亦同意該等個人資料可以就該等目的披露或轉移至有關供應商。關於 閣下個人資料的保密及查閱及更正 閣下的個人資料，請參閱 閣下於簽署臨時合約時同時簽署之「收集個人資料聲明」。

10. This Letter is independent of the Preliminary Agreement and 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正式合約，本函任何內容均不得被視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有於臨時合約及正式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正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、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、履行及符合臨時合約及正式合約的所有條款及條件，及按臨時合約及正式合約的條款完成購買本物業。

11. All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
所有根據本函條款及條件賦予閣下之權利及利益均不能轉讓及轉移，及只能由閣下本人行使及享用。

12. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。

13. 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。

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。

**Annex 7**
**附件 7**

## 「珺瓏灣優『悅』生活驚喜」優惠確認信

## Confirmation Letter regarding Wellness Living Benefit

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

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

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業")

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

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

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the "Preliminary Agreement") and your choice of the terms of payment as captioned. The Vendor is prepared to provide you a fixed amount of benefit according to the unit type of the Property as shown in the table below, subject to your full compliance with the following terms and conditions :-
閣下於本函日期簽訂臨時買賣合約 (「臨時合約」) 購買物業並揀選採用上述支付條款。賣方會根據物業的戶型，提供下表列出的定額金額之優惠予閣下，惟閣下須受以下條款及條件規限：

| | 戶型<br>Unit type | 優惠金額<br>Amount of Benefit |
|---|---|---|
| **「珺瓏灣優『悅』生活驚喜」**<br>**Wellness Living Benefit** | 開放式<br>Studio | HK$20,000 |
| | 一房<br>1-Bedroom | HK$30,000 |
| | 兩房<br>2-Bedroom | HK$35,000 |

1. You shall execute the formal 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物業的正式買賣合約(「正式合約」)。

2. Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the amount of benefit will be paid to you and upon payment of the amount of benefit paid by the Vendor, the Vendor's obligation in relation to the payment of the amount of benefit under this Letter, if any, shall be absolutely discharged.
在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件的前提下，優惠金額將支付予閣下。一經賣方支付優惠金額，賣方於本函中有關支付優惠金額的責任（如有）將完全解除。

3. In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for a refund of the Amount of Benefit forthwith without prejudice to the Vendor's other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws.
若閣下未能遵守、履行或符合本函、臨時合約或正式合約內任何條款或條件，賣方有權即時撤銷及/或要求退還優惠金額，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申索。

4. The Wellness Living Benefit is for settlement of either the management fee or club house service charge, or both, payable by the Purchaser. To apply for the Wellness Living Benefit, the Purchaser shall complete, sign and submit the Form annexed to this Letter and return the same in the manner as stipulated therein together with a copy of "Notice of possession" within 60 days after the date of handover of possession. The Purchaser is required to indicate the respective amounts of the benefit to settle the payment of (a) Management Fee and/or (b) Club House Service Charge. The Vendor will directly deposit or transfer the relevant amounts to the relevant designated accounts maintained with the manager of the Development in settlement of the respective Management Fee and/or Club House Service Charge in respect of the Property within 60 days after the Vendor's receipt and verification of all information submitted by the Purchaser in support of the application,.
「珺瓏灣優『悅』生活驚喜」將用作支付買方須繳交的物業管理費或會所服務費，或兩者。如欲申請「珺瓏灣優『悅』生活驚喜優惠」，買方須填妥並簽署本函附件中賣方指定之表格，並於收樓後 60 天內連同「收樓通知書」副本按表格中列明的方式交還。買方須於表格內分配指定之金額分別用作支付(a)物業管理費及/或(b)會所服務費。賣方將在收妥並核實買方就有關申請提交的所有資料後 60 天內，根據買方指示分配之金額直接存入或過戶到由發展項目管理人維持的本物業的相關指定帳戶，以支付該物業的管理費及/或會所服務費。

5. For the avoidance of doubt, the Wellness Living Benefit is independent of any other payment obligations of the Purchaser. Upon delivery of possession of the Property, all deposits of management fees, debris removal fees and other miscellaneous payments payable by the Purchaser in accordance with the provisions of the deed of mutual covenant (and sub-deed of mutual covenant, if applicable) shall be settled by the Purchaser.
為免生疑問，「珺瓏灣優『悅』生活驚喜」乃獨立於任何其他買方須繳交費用的責任。在交付物業管有權時，買方須按大廈公契及 (如適用)副公契的條款繳交所有買方須繳交的管理費按金、清理廢料費用及其他雜項費用。

6. This Letter is an agreement independent of the Preliminary Agreement and 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. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe or perform any of its obligations hereunder 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.
本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守或履行其於本函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正式合約的運作、有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。

7. You acknowledge that the rights and benefits that may be available to purchasers under other terms of payment shall not be used in association with the Terms of Payment stated above.
閣下確認按其他支付條款而可提供給買方之權利及優惠，不得與本函上述的支付條款共同使用。

8. All rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.
所有根據本函條款及條件賦予閣下之權利及優惠，均不能轉讓及轉移，並只能由閣下本人行使及享用。

9. A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.
並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件，或享有本函任何條款及條件之利益。

10. The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case discrepancy.
本函之中文譯本僅供參考，如有異，概以英文文本為準。

After due and careful consideration of the contents of this Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.
經妥當及謹慎考慮本函之內容後，我/我們同意接受本函的所有條款及條件，並受本函所有條款及條件規限

Signature(s) of Purchaser(s)買方簽署

Date 日期: _____

**Annex 8**
**附件 8**

## 「珺瓏灣優『悅』生活驚喜」優惠表格
## Form for Wellness Living benefit

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

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

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" " 本物業")

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

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

買方現要求賣方將相關之優惠金額根據下表分配支付物業管理費預及/或會所服務費。
買方必須填妥並簽署「珺瓏灣優『悅』生活驚喜」優惠表格(即此表格)，連同交樓通知書副本，於收樓後 60 天內提交給賣方職員。經核實所有相關資料後，賣方將在收妥並核實買方就有關申請提交的所有資料後 60 天內，根據買方分配之金額直接存入或過戶到由發展項目管理人維持的本物業的相關指定帳戶，以支付本物業的該等物業管理費及/或會所服務費。
The Purchaser requests the Vendor to pay the amount in settlement of the Management Fee and/or Club House Service Charge as indicated in the table below.
The Purchaser must submit a completed and signed Form of Wellness Living Benefit (i.e., this form), together with a copy of "Notice of possession" to the staff of the Vendor upon handover of possession. The Vendor will directly deposit or transfer the relevant amounts to the relevant designated accounts maintained with the manager of the Development in settlement of the respective Management Fee and/or Club House Service Charge in respect of the Property within 60 days after the Vendor's receipt and verification of all information submitted by the Purchaser in support of the application.

1. 請以剔號(✓)選取適用之優惠金額
   Please select the applicable Amount of Benefit by a tick (✓).

| | 戶型<br>Unit type | 優惠金額<br>Amount of Benefit |
|---|---|---|
| ☐ | 開放式 Studio | HK$20,000 |
| ☐ | 一房 1-Bedroom | HK$30,000 |
| ☐ | 兩房 2-Bedroom | HK$35,000 |

2. 買方要求賣方須根據下表分配優惠金額:
   The Purchaser requests the Vendor to pay the Amount of Benefit as follows:

| | |
|---|---|
| 支付物業管理費<br>For payment of Management Fee | 金額 Amount:_____ |
| 支付會所服務費<br>For payment of Club House Service Charges | 金額 Amount:_____ |

The Chinese version of this Form is for reference only and the English version thereof shall prevail in case of discrepancy.
本表格之中文譯本僅供參考，如有差異，概以英文文本為準。

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

**Annex 9**
**附件 9**

## 代繳從價印花稅(上限為成交金額 3%)優惠確認信

## Confirmation Letter regarding Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit

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

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

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

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業'')

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

閣下於本函日期簽訂臨時買賣合約（「臨時合約」）購買本物業。現特此確認，賣方會準備給予閣下「代繳從價印花稅(上限為成交金額 3%)優惠」（定義見下文），惟閣下須受以下條款及條件規限：

We refer to your purchase of the Property under the Preliminary Agreement for Sale and Purchase you entered into on the date hereof (the "Preliminary Agreement"). We hereby confirm that the Vendor is prepared to provide you with the "Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit" (defined below) subject to your full compliance with the following terms and conditions :-

1. 「代繳從價印花稅(上限為成交金額 3%)優惠」（「印花稅優惠」）指：賣方會代閣下繳付有關本物業的正式買賣合約（「正式合約」）應付之部份從價印花稅，以成交金額 3% 為上限。
   "Ad Valorem Stamp Duty (maximum 3% of the Transaction Price) Benefit" (the "Stamp Duty Benefit") means: The Vendor will pay part of the ad valorem stamp duty chargeable on the formal Agreement for Sale and Purchase in respect of the Property (the "Agreement") for you, subject to a cap of 3% of the Transaction Price.

2. 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正式合約。
   You shall execute the Agreement within 5 business days after signing the Preliminary Agreement in accordance with the terms and conditions contained in the Preliminary Agreement.

3. 在完全遵守、履行及符合閣下於本函、臨時合約及正式合約所列的條款及條件前提下，印花稅優惠將提供予閣下。一經賣方支付所有印花稅優惠下之金額，賣方於本函中有關提供印花稅優惠的責任（如有）將完全解除。閣下須按賣方要求之方式準時繳付正式合約應付之所有印花稅中印花稅優惠涵蓋範圍外之部分。
   Subject to the full observance and performance of and compliance with the terms and conditions as set out in this Letter, the Preliminary Agreement and the Agreement on your part, the Stamp Duty Benefit will be provided to you; and upon the making of all payments under the Stamp Duty Benefit by the Vendor, the Vendor's obligation in relation to the provision of the Stamp Duty Benefit under this Letter, if any, shall be absolutely discharged. You shall punctually pay the part of all stamp duties chargeable on the Agreement not covered by the Stamp Duty Benefit in such manner as required by the Vendor.

4. 若閣下未能遵守、履行或遵從本函、臨時合約或正式合約內任何條款及條件，賣方有權即時撤銷及/或要求閣下立即退還印花稅優惠，並且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申索。
   In the event that you fail to observe perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement, the Vendor shall be entitled to withdraw and/or ask for refund the Stamp Duty Benefit forthwith without prejudice to the Vendor's other rights and claims under the Preliminary Agreement, the Agreement or other applicable laws.

5. 賣方會（透過賣方律師或以其他方式）代閣下於相關法定時限內繳付印花稅優惠，唯於任何情況下，因任何原因正式合約應付之任何印花稅（或其任何部分）未有如期繳付，賣方無須就任何罰款或損失負責。
   The Vendor will pay (through the Vendor's solicitors or in any other manner) the Stamp Duty Benefit for you within the relevant period prescribed by law. However, the Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of any stamp duty chargeable on the Agreement (or any part thereof) for whatever reason.

6. 閣下須簽署所有支持賣方在買賣被取消或終止而申請退回已支付的從價印花稅的文件，包括但不限於一份不可撤回的授權書(根據賣方律師準備的範本)及 IRSD 125B 表格並由賣方律師保管。有關律師費用及其他開支由閣下負責。
You shall sign all the documents necessary for the Vendor to apply for refund of the paid Ad Valorem Stamp Duty if the sale and purchase of the Property is cancelled or terminated, including but not limited to an Irrevocable Power of Attorney (in a form prepared by the Vendor's solicitors) and Form IRSD 125B in escrow. You shall be solely responsible for all the legal costs and other expenses incurred thereof.

7. 若正式合約因任何原因(包括但不限於正式合約被取消、更改或終止)而導致已付之正式合約應付之從價印花稅將不再須要繳付，閣下須按賣方選擇：(a) 立即向賣方支付一筆等同印花稅優惠之款項；或(b)立即採取一切賣方要求之步驟及行動協助賣方從主管當局退回已付之正式合約應付之從價印花稅（超出印花稅優惠之部分將由賣方交還買方）。如賣方要求，不論當時正式合約已或未有被取消或終止，買方須簽署所有用作退回印花稅之相關文件及表格。閣下特此授權賣方於適當時候於該等文件及表格加上日期、使用該等文件及表格並將之遞交予主管當局。上述閣下的責任及授權將有效直至完成退回已付之印花稅為止。
If the ad valorem stamp duty on the Agreement has been paid but becomes not payable subsequently as the Agreement is no longer chargeable for stamp duty for whatever reason (including but not limited to the cancellation ,amendment or termination of the Agreement), you shall at the option of the Vendor: (a) forthwith pay an amount equivalent to the Stamp Duty Benefit to the Vendor; or (b) forthwith carry out all steps and actions required by the Vendor to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities (the Vendor will return the excess over the Stamp Duty Benefit to the Purchaser). Where requested by the Vendor, whether there is already any cancellation or termination of the Agreement or not, the Purchaser shall sign all relevant documents and forms for obtaining the aforesaid refund. You hereby authorize the Vendor to date and use the aforesaid documents and forms and submit the same to the competent authorities in due course. The aforesaid obligations and authorization shall be binding on you until the process of obtaining the said refund of the paid stamp duty is completed.

8. 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得被視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於 閣下購買本物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守、履行及遵從其於本函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正式合約的運作、有效性或可強制執行性，或臨時合約或正式合約各方的權利、義務或責任。
This Letter is an agreement independent of the Preliminary Agreement and 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. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe, perform and comply with any of its obligations hereunder 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.

9. 閣下確認，按其他支付條款而可提供給買方之權利及優惠，不得與本函上述的支付條款共同使用。
You acknowledge that the rights and benefits that may be available to purchasers under other terms of payment shall not be used in association with the captioned Terms of Payment.

10. 所有根據本函條款及條件賦予 閣下之權利及優惠均不能轉讓及轉移，及只能由 閣下本人行使及享用。
All the rights and benefits conferred on you upon the terms and conditions of this Letter are non-assignable and non-transferable and can only be exercised and enjoyed by you personally.

11. 並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。
A person who is not a party to this Letter shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Letter.

12. 本函之中文譯本僅供參考之用，如有差異，概以英文文本為準。
The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.

經妥當及謹慎考慮本函之內容後，我/我們同意接受本函及受本函所有條款及條件規限。
After due and careful consideration of the contents of this Letter, I/we agree to accept the same and be bound by all the terms and conditions herein set out.

_____

買方簽署 Signature(s) of Purchaser(s)

日期 Date:

* "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。

**Annex 10**
**附件 10**

## 買方確認書 PURCHASER'S ACKNOWLEDGEMENT

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" " 本物業")

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

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

買方特此確認：
The Purchaser(s) hereby acknowledge(s) that:

1. 買方簽署有關本物業之臨時買賣合約（「臨時合約」）前已知悉設於示範單位內之**兩房無改動示範單位**為項目第 1 期 1 座 C 分層單位；及
   the Purchaser(s) is/are aware of the following before the Purchaser(s) sign(s) the Preliminary Agreement for Sale and Purchase in respect of the Property (the "Preliminary Agreement"): **The Unmodified Show Flat with 2 Bedroom** are the show flats of Typical Unit of Flat C, Tower 1, Phase 1;
2. 該**兩房無改動示範單位**并**非**期數之任何單位的示範單位；
   **The Unmodified Show Flat with 2 Bedroom** are **not** Show Flats of any property of the Phase; and
3. 買方並無依賴作上述之該無改動示範單位或其中任何狀況或事項作決定購買本物業。
   the Purchaser(s) has/have not relied on the Unmodified Show Flat or any condition or matter therein when making the decision to purchase the Property.

買方並確認買方簽署臨時合約前已親身參觀以下示範單位：
The Purchaser(s) further acknowledge(s) that the Purchaser(s) has/have personally viewed the following show flats before the Purchaser(s) sign(s) the Preliminary Agreement:

一房無改動示範單位(期數 5A 座 J 分層單位)
Unmodified Show Flat With 1 Bedroom (Typical Unit of Flat J in Tower 5A of the Phase)

本文之中文譯本僅供參考之用，如有差異，仍以英文本為準。
The Chinese version of this acknowledgment is for reference only and the English version thereof shall prevail in case of disparity.

_____ _____

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

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。

**Annex 11**
**附件 11**

**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 (as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業")

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

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) 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、翻新、保養、清潔、油漆或裝飾。

(iii) 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。

**Annex 12**
**附件 12**

**Acknowledgement Letter Regarding Open Kitchen**

**關於開放式廚房的確認書**

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業")

| 編號 No. | 買方名稱 Name of Purchaser(s) | 身份證/護照(請注明)/商業登記證號碼 I.D./Passport(Please specify)/B.R. No. |
|---|---|---|
| 1 | | |
| 2 | | |
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I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase that :-
本人／吾等，下方簽署人，特此知悉及確認，本人／吾等在簽署臨時買賣合約前明白和接納：

1. I/We shall at my/our own expense observe and comply with the Fire Safety Management Plan (as defined in the Deed of Mutual Covenant incorporating Management Agreement) ("DMC"). I/We shall maintain and keep the fire service installations specified in the Fire Safety Maintenance Plan and installed in the Property in good order and working condition; and to let, lease, license or otherwise part with the possession of the Property upon the condition that the tenant(s), lessee(s), licensee(s) or occupier(s) thereof shall agree to observe and comply with the provisions contained in the DMC relating to and/or applicable to the Property.
本人／吾等將自費遵守及遵從消防安全保養計劃(其定義見公契及管理協議("公契"))。本人／吾等將保養在消防安全保養計劃中指明的消防裝置及使其處於良好狀況和運作狀態；以及在出租、出賃、許可使用或以其他方式放棄對本物業的佔有權時，施加條件要求租客、承租人、被許可人或佔用人須遵守及遵從公契中關於及/或適用於本物業的條款。

2. I/We shall not, except with the prior written approval of the Buildings Department, the Fire Services Department, all relevant Government authority or authorities and the Manager (i) alter, remove, tamper or obstruct the sprinkler head(s) provided at the ceiling immediately above the open kitchen, fire detector(s) and alarm buzzer provided inside the Property and at the common lobby outside the Property; or (ii) alter or remove the FRR Wall (as defined in the DMC) of the Property.
除事前獲屋宇署、消防處、所有相關政府部門及管理人書面通知外，本人／吾等不得 (i) 更改、拆除、干擾或阻礙在本物業開放式廚房之上的天花板所提供的消防花灑頭、在本物業內的及在本物業外的公用走廊提供的消防感應器及蜂鳴器；或 (ii) 更改或拆除本物業的耐火等級牆(其定義見公契)。

3. I/We shall give full authority to the Manager to engage or employ registered fire service installation contractors for the annual inspection and check, testing, keeping and maintaining in good substantial repair and condition, and carrying out any necessary works in respect of the fire services installations (including but not limited to fire detectors within the Property and the common corridors, fire alarm system and the sprinkler system) as specified in and in accordance with the Fire Safety Management Plan and submit the maintenance certificate to the Fire Services Department . I/We shall allow the Manager and the registered fire services installation contractors engaged by the Manager to enter with or without workmen, equipment or materials at all reasonable times on reasonable prior notice (except in an emergency where no notice is required) the Property to carry out check, inspection, testing or maintenance of the fire service installations therein at my/our cost or verify observance and compliance of provisions in paragraphs 1 and 2 above provided that the Manager shall be liable for and shall at its own costs and expenses repair and make good any damage so caused and for its liability for the negligent, wilful or criminal acts of the Manager or the Manager's staff, employees, agents or contractors to the Property and reinstate the same causing least disturbance as is reasonably practicable.
本人／吾等全權授權管理人根據消防安全保養計劃，僱用或聘請註冊消防裝置承辦商每年審查及檢查、測試、維護及保養消防裝置(包括但不限於在本物業內的及公用走廊提供的消防感應器、火警警報器及消防花灑系統)，使其處於良好修葺狀況，以及進行任何關於消防裝置的必須工作，並向消防處提交保養證書。本人／吾等會容許管理人及管理人僱用的註冊消防裝置承辦商在事先給予合理通知（如遇緊急情況則無須通知）後，於所有合理時間內帶同或不帶同工人、設備或物料進入本物業，藉以對本物業內的消防裝置進行檢驗、檢查、測試或保養（費用由本人／吾等承擔），或對有否遵守及履行上述第 1 段及第 2 段的條文，惟管理人須負責及自費維修及修復任何因此造成的損壞，並為管理人或其員工、僱員、代理人或承建商之疏忽、故意或刑事行為負責，並將之還原及在合理可行的情況下將滋擾減至最小。

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／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。

In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
如本文件之中英文文本有任何歧義，概以英文文本為準。
買方簽署 PURCHASER(S):

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。

**Annex 13**
**附件 13**

**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 (as "Owner" 作為「擁有人」)* Tianji Holding Limited 天基控股有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the ''Property'' '' 本物業'')

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

**Annex 14**
**附件 14**

## Acknowledgement Letter Regarding Viewing of Show Flats

## 有關參觀示範單位的確認函

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" "本物業")

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

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

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. I/We am/are aware that the Vendor has made available the show flats of the Development for my/our viewing. I/We
   本人 / 我等得悉賣方已開放發展項目的示範單位供本人 / 我等參觀。本人 / 我等
   - ☐ have personally viewed the show flats of the Development/Phase so made available by the Vendor at Billion Plaza Phase II, Cheung Sha Wan.
     已親身參觀賣方位於長沙灣億京廣場二期開放的發展項目/期數的示範單位。
   - ☐ have personally viewed the show flats of the Development/Phase so made available by the Vendor at China Evergrande Centre, Wan Chai.
     已親身參觀賣方位於灣仔中國恒大中心開放的發展項目/期數的示範單位。

   *(Please put a "✓" in the appropriate box 請在適當空格加上剔(「✓」)號)*
2. I/We further confirms that my/our decision to purchase the Property does/do not rely on any representation, condition, presentation or decoration whatsoever in respect of the show flats stated in paragraph 1 above.
   本人 / 我等現確認，本人 / 我等購買本物業的決定並非依賴上述第 1 段所指的關於示範單位的任何陳述、狀況、表述或裝飾等而作出。
3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
   如本文件之中英文文本有任何歧義，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。

**Annex 15**
**附件 15**

## Acknowledgement Letter regarding Promotional and Marketing Names

## 宣傳及推廣名稱確認書

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" "本物業")

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

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

The Purchaser(s) hereby acknowledge(s) that the Purchaser(s) is/are aware of the following before the Purchaser(s) sign(s) the Preliminary Agreement for Sale and Purchase in respect of the Property (the "Preliminary Agreement"):

買方特此確認，於買方簽署有關本物業之臨時買賣合約（「臨時合約」）前已知悉:

1. The following names of towers are for promotional and marketing purposes only, and shall only appear in the promotional/marketing materials of the Development. The same will not be included in any of the title documents in respect of the Property, the Phase and/or the Development including the deed of mutual covenant, the Preliminary Agreement, the agreement for sale and purchase, the assignment and other title documents.
   下列座數的名稱僅作宣傳及推廣用途，並僅於發展項目的宣傳/推廣資料中顯示。該等名稱將不會在關於發展項目、期數及/或本物業的任何業權文件中顯示，包括公契、臨時合約、買賣合約、轉讓契及其他業權契據。

| | |
|---|---|
| **Tower 3 & Tower 3A**<br>**第 3 座及第 3A 座** | **EMERALD SEA 海瓏** |
| **Tower 5 & Tower 5A**<br>**第 5 座及第 5A 座** | **EMERALD SKY 天瓏** |

2. The Vendor reserves the right to amend all such names for promotional and marketing purposes.
   賣方保留一切權利更改相關名稱作宣傳及推廣用途。
3. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect of such promotional and marketing names.
   賣方並無或不得被視為就相關宣傳及推廣名稱作出任何不論明示或隱含之陳述、承諾或保證。
4. The Chinese version of this letter is for reference only and the English version thereof shall prevail in case of disparity.
   本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

_____ _____

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

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。

**Annex 16**
**附件 16**

## 賣方資料表格 Vendor's Information Form

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" "本物業")

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

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

(a) 須就該物業支付的管理費款額: 港幣$ 見附表 . (見註 1)
The amount of the management fee that is payable for the Property: HK$ see attached table . (See note 1)

(b) 須就該物業繳付的地稅(如有的話)的款額:該物業的每年應課差餉租值的百份之三(有待差餉物業估價署評估)
The amount of the Government rent (if any) that is payable for the Property: 3% of the rateable value of the Property per annum (to be assessed by Rating and Valuation Department)

(c) 業主立案法團(如有的話)的名稱: 沒有
The name of the owners' incorporation (if any): Nil

(d) 發展項目的管理人的姓名或名稱: 升裕物業管理有限公司(見註 2)
The name of the manager of the Development: Fortune Ascent Property Management Limited (See note 2)

(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

註 1：公契尚未簽立。此金額僅屬預計金額，可能改變。
Note 1: The deed of mutual covenant has not been entered into. This is an estimate only and is subject to change.

註 2：公契尚未簽立。此管理人尚未獲委任。
Note 2: The deed of mutual covenant has not been entered into. This manager has not been appointed yet.

印製日期 Date of Printing: 24/12/2020

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

| Tower | Floor | Flat | Undivided Share | Management Fee ( per Month) |
|---|---|---|---|---|
| Tower 3 | G/F | B | 28 | HK$ 1,377.6 |
| | | C | 27 | HK$ 1,328.4 |
| | | D | 27 | HK$ 1,328.4 |
| | | E | 27 | HK$ 1,328.4 |
| | | F | 27 | HK$ 1,328.4 |
| | | G | 42 | HK$ 2,066.4 |
| | | H | 27 | HK$ 1,328.4 |
| | | J | 27 | HK$ 1,328.4 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 20 | HK$ 984.0 |
| | | M | 19 | HK$ 934.8 |
| | | N | 18 | HK$ 885.6 |
| | | P | 19 | HK$ 934.8 |
| | 1/F | A | 30 | HK$ 1,476.0 |
| | | B | 29 | HK$ 1,426.8 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 28 | HK$ 1,377.6 |
| | | G | 44 | HK$ 2,164.8 |
| | | H | 28 | HK$ 1,377.6 |
| | | J | 28 | HK$ 1,377.6 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 21 | HK$ 1,033.2 |
| | 2/F, 3/F, 5/F – 12/F, 15/F – 22/F | A | 30 | HK$ 1,476.0 |
| | | B | 29 | HK$ 1,426.8 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 28 | HK$ 1,377.6 |
| | | G | 44 | HK$ 2,164.8 |
| | | H | 28 | HK$ 1,377.6 |
| | | J | 28 | HK$ 1,377.6 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 22 | HK$ 1,082.4 |
| | | Q | 29 | HK$ 1,426.8 |
| | | R | 34 | HK$ 1,672.8 |

| Tower | Floor | Flat | Undivided Share | Management Fee ( per Month) |
|---|---|---|---|---|
| Tower 3A | G/F | A | 28 | HK$ 1,377.6 |
| | | B | 26 | HK$ 1,279.2 |
| | | C | 27 | HK$ 1,328.4 |
| | | D | 27 | HK$ 1,328.4 |
| | | E | 27 | HK$ 1,328.4 |
| | | F | 19 | HK$ 934.8 |
| | | G | 30 | HK$ 1,476.0 |
| | | H | 28 | HK$ 1,377.6 |
| | | J | 18 | HK$ 885.6 |
| | | K | 28 | HK$ 1,377.6 |
| | | L | 19 | HK$ 934.8 |
| | | M | 18 | HK$ 885.6 |
| | | N | 18 | HK$ 885.6 |
| | | P | 19 | HK$ 934.8 |
| | 1/F – 3/F, 5/F – 12/F, 15/F – 22/F | A | 29 | HK$ 1,426.8 |
| | | B | 28 | HK$ 1,377.6 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 21 | HK$ 1,033.2 |
| | | G | 31 | HK$ 1,525.2 |
| | | H | 29 | HK$ 1,426.8 |
| | | J | 20 | HK$ 984.0 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 20 | HK$ 984.0 |
| | | Q | 21 | HK$ 1,033.2 |

| Tower | Floor | Flat | Undivided Share | Management Fee ( per Month) |
|---|---|---|---|---|
| Tower 5 | G/F | A | 28 | HK$ 1,377.6 |
| | | B | 26 | HK$ 1,279.2 |
| | | C | 27 | HK$ 1,328.4 |
| | | D | 27 | HK$ 1,328.4 |
| | | E | 27 | HK$ 1,328.4 |
| | | F | 19 | HK$ 934.8 |
| | | G | 31 | HK$ 1,525.2 |
| | | H | 27 | HK$ 1,328.4 |
| | | J | 18 | HK$ 885.6 |
| | | K | 28 | HK$ 1,377.6 |
| | | L | 19 | HK$ 934.8 |
| | | M | 18 | HK$ 885.6 |
| | | N | 18 | HK$ 885.6 |
| | | P | 19 | HK$ 934.8 |
| | 1/F – 3/F, 5/F – 12/F, 15/F – 22/F | A | 29 | HK$ 1,426.8 |
| | | B | 28 | HK$ 1,377.6 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 21 | HK$ 1,033.2 |
| | | G | 32 | HK$ 1,574.4 |
| | | H | 29 | HK$ 1,426.8 |
| | | J | 20 | HK$ 984.0 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 20 | HK$ 984.0 |
| | | Q | 21 | HK$ 1,033.2 |

| Tower | Floor | Flat | Undivided Share | Management Fee ( per Month) |
|---|---|---|---|---|
| Tower 5A | G/F | B | 28 | HK$ 1,377.6 |
| | | C | 27 | HK$ 1,328.4 |
| | | D | 27 | HK$ 1,328.4 |
| | | E | 27 | HK$ 1,328.4 |
| | | F | 27 | HK$ 1,328.4 |
| | | G | 43 | HK$ 2,115.6 |
| | | H | 27 | HK$ 1,328.4 |
| | | J | 27 | HK$ 1,328.4 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 19 | HK$ 934.8 |
| | | M | 18 | HK$ 885.6 |
| | | N | 18 | HK$ 885.6 |
| | | P | 19 | HK$ 934.8 |
| | 1/F | A | 30 | HK$ 1,476.0 |
| | | B | 29 | HK$ 1,426.8 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 28 | HK$ 1,377.6 |
| | | G | 42 | HK$ 2,066.4 |
| | | H | 28 | HK$ 1,377.6 |
| | | J | 28 | HK$ 1,377.6 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 21 | HK$ 1,033.2 |
| | 2/F, 3/F, 5/F – 12/F, 15/F – 22/F | A | 30 | HK$ 1,476.0 |
| | | B | 29 | HK$ 1,426.8 |
| | | C | 28 | HK$ 1,377.6 |
| | | D | 28 | HK$ 1,377.6 |
| | | E | 28 | HK$ 1,377.6 |
| | | F | 28 | HK$ 1,377.6 |
| | | G | 42 | HK$ 2,066.4 |
| | | H | 28 | HK$ 1,377.6 |
| | | J | 28 | HK$ 1,377.6 |
| | | K | 29 | HK$ 1,426.8 |
| | | L | 29 | HK$ 1,426.8 |
| | | M | 20 | HK$ 984.0 |
| | | N | 20 | HK$ 984.0 |
| | | P | 22 | HK$ 1,082.4 |
| | | Q | 29 | HK$ 1,426.8 |
| | | R | 34 | HK$ 1,672.8 |

**Annex 17**
**附件 17**

## 物業參觀確認函 Acknowledgement Letter for Properties Viewing

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

Name and address of the Development: Emerald Bay, 8 KWUN CHUI ROAD , TUEN MUN, NT
發展項目名稱及地址： 恆大・珺瓏灣, 屯門管翠路 8 號
#Provisional street number subject to confirmation when the Development is completed #此臨時門牌號數有待本發展項目建成時確認

Phase 期數 Tower 座 Floor 樓 Flat 單位
(the "Property" "本物業")

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

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

本人/我們即下述簽署人，在簽署該物業之臨時買賣合約之前，謹此確認以下事項：
I/We, the undersigned, hereby confirm below prior to my/our signing of the preliminary agreement for sale and purchase of the Property:
請選擇 Please specify：

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

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

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

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

**********

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

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

與該物業相若的住宅物業：恆大・珺瓏灣第___期第_____座_____樓_____單位
Comparable residential property：Flat_____ on _____ Floor of Tower _____ of Emerald Bay Phase_____

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

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

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