

招標文件第 1.3 號
Tender Document No. 1.3

公開招標承投購買物業
INVITATION FOR PURCHASE OF PROPERTY(IES)
BY WAY OF PUBLIC TENDER

有關

in respect of

一號九龍道
長沙灣九龍道1號(新九龍內地段6558號)的以下單位
The following Unit(s) of Madison Park,
1 Kowloon Road, Cheung Sha Wan
(New Kowloon Inland Lot No. 6558)

Floor 樓	Flat 室
27	D

公開招標承投購買物業

**INVITATION FOR PURCHASE OF PROPERTY(IES)
BY WAY OF PUBLIC TENDER**

招標開始及招標截止日期及時間載於銷售安排資料
(但若在招標截止時限前物業已被撤回除外)

**DATE AND TIME OF TENDER COMMENCEMENT AND CLOSING ARE SET OUT IN THE
INFORMATION ON SALES ARRANGEMENTS
(UNLESS PREVIOUSLY WITHDRAWN)**

投標須採用指定的**投標表格**，放入普通信封內封密，信封面須清楚註明「**一號九龍道投標書**」，並於載於銷售安排資料之指定日子及時間內，提交至售樓處（於相關銷售安排資料中定義）。

Tenders must be submitted on the specified **Form of Tender** at the specified date and time as set out in the Information on Sales Arrangements to the Vendor at the Sales Office (as defined in the relevant Information on Sales Arrangements) in a sealed plain envelope and clearly marked on the outside of the envelope with the words “**Tender for Madison Park**”.

招標公告
TENDER NOTICE

1. 市區重建局(作為「擁有人」)*及億立發展有限公司(作為「如此聘用的人」)# (以下統稱為「賣方」)現按照本招標公告、附件 A 的投標表格(以下簡稱「投標表格」)及附件 B 的臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件招標承投購買以下「物業詳情」所述的物業(或一個或多個物業(如適用))(以下簡稱「本物業」)。

Urban Renewal Authority (as “**Owner**”)* and Elite Land Development Limited (as “**Person so Engaged**”)# (collectively as the “**Vendor**”) invites tenders for the purchase of the property(ies) (or one or more of the properties, if applicable) described in the **Particulars of the Property(ties)** below (the “**Property**”) on the terms and conditions contained in this Tender Notice, the Form of Tender (the “**Form of Tender**”) and the Preliminary Agreement for Sale and Purchase (the “**Preliminary Agreement**”) annexed hereto as **Appendix A** and **Appendix B** respectively.

* “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。

物業詳情
PARTICULARS OF THE PROPERTY(IES)

一號九龍道
長沙灣九龍道1號(新九龍內地段6558號)的以下單位
The following Unit(s) of Madison Park,
1 Kowloon Road, Cheung Sha Wan
(New Kowloon Inland Lot No. 6558)

Floor 樓	Flat 室
27	D

Note: Persons interested in submitting tenders of the specified residential property(ies) are reminded to read the latest register of transactions of the Development so as to ascertain whether a particular specified residential property is still available for tender on a date of sale. Although a specified residential property may be available for tender on a date of sale, it may become unavailable during that date of sale because the Vendor may accept a tender within the acceptance period after the close of that previous tender exercise.

註: 有意遞交指明住宅物業的投標書的人士敬請檢視發展項目的成交紀錄冊, 以知悉某一指明住宅物業在某一出售日期是否仍然可供出售。雖然某一指明住宅物業可能在某一出售日期仍然可供出售, 因賣方可能會在先前的招標程序完結後的承約期間內接納該指明住宅物業的投標書, 該指明住宅物業可能於該出售日期內的期間變為不再可供出售。

2. (a) 賣方不一定接納出價最高的投標書或任何一份投標書，並保留權利酌情決定接納或拒絕任何投標書。
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.
- (b) 賣方保留權利在接受任何投標書之前的任何時候，撤回本物業不予出售。
The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Property from sale.
- (c) 賣方有絕對權利及酌情決定權透過修改有關本物業的銷售安排資料不時更改招標截止日期及/或時間。
The Vendor has the absolute right and discretion to change the tender closing date and/or time of the tender from time to time by amending the Information on Sales Arrangements relating to the Property.
3. 投標者須注意以下事項：
Tenderers should note the following:
- (a) 中標者可委託自己的獨立律師代其就以下事宜行事：(i)在賣方接納其投標書後將會簽訂的正式買賣合約，及 (ii) 其後的轉讓契；中標者亦可委託賣方律師同時代表賣方及其行事。
The successful tenderer may instruct an independent firm of solicitors of his own choice to act for him in respect of (i) the formal Agreement for Sale and Purchase to be entered into following acceptance of his tender by the Vendor and (ii) the subsequent Assignment of the Property, or he may instruct the Vendor's Solicitors to act for him as well as for the Vendor.
- (b) 賣方律師，即孖士打律師行，在本投標過程中並不代表任何投標者。
The Vendor's Solicitors, Mayer Brown, do not act for any tenderers in the process of this tender.
4. 投標書必須：
A tender must be:
- (a) 採用未經修改的**投標表格**(按照**附件 A** 所列的格式)及**臨時合約**(按照**附件 B** 所列的格式)，由投標者填妥並簽署一式三份：
made in the **Form of Tender** (in **TRIPLICATE**) (in the form annexed hereto as **Appendix A**) and the **Preliminary Agreement** (in **TRIPLICATE**) (in the form annexed hereto as **Appendix B**) (all without any amendment) duly completed and signed by the tenderer;
- Please do not date the Preliminary Agreement. However, please date the Form of Tender upon signing thereof.**
請勿於臨時合約填上日期，但請於簽署投標表格時填上簽署日期。
- (b) 放入普通信封內封密，信封面須清楚註明「**一號九龍道投標書**」；以及 enclosed in a sealed plain envelope clearly marked on the outside of the envelope with the words "**Tender for Madison Park**"; and

- (c) 於下述招標開始日期及時間起至招標截止日期及時間為止，放入位於售樓處中擺放的標示為「**投標箱**」的投標箱內：

placed in the Tender Box labelled “**Tender Box**” which is placed at the Sales Office at or before the closing date and time of the tender set out below:

招標開始日期及時間：

Commencement date and time of the tender:

載於銷售安排資料

As set out in the Information on Sales Arrangements;

招標截止日期及時間：

Closing date and time of the tender:

載於銷售安排資料及/或任何其他由賣方藉其絕對權利及酌情決定權透過修改有關本物業(或任何其中的個別物業，如適用)的銷售安排資料所不時更改的招標截止日期及/或時間；按此，投標者須參閱當其時生效的有關銷售安排資料，以確定本物業(或任何其中的個別物業，如適用)的實際招標截止日期及時間

As set out in the Information on Sales Arrangements and/or time as changed by the Vendor from time to time by amending the Information on Sales Arrangements relating to the Property (or any of the Property(ies), if applicable) at the Vendor’s absolute right and discretion; and as such, tenderers should refer to the relevant Information on Sales Arrangements as effective for the time being for confirmation of the actual closing date and time of the tender in respect of the Property (or any of the Property(ies), if applicable).

若黑色暴雨警告信號或八號或以上颱風信號在招標截止日期當天上午11時正至中午12時正期間發出，截標日期將延至下一個在當天上午11時正至中午12時正期間沒有發出黑色暴雨警告信號或八號或以上颱風信號的出售日，截標時間為當天的中午12時正。

In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced between 11:00 a.m. and 12:00 noon on the tender closing date, the tender closing date and time will be extended to 12:00 noon on the next sale day on which no black rainstorm warning signal or typhoon signal no.8 or above is announced between 11:00 a.m. and 12:00 noon.

5. 投標者在遞交投標書時，必須同時附上以下文件：

A TENDERER MUST ALSO SUBMIT WITH HIS TENDER the following:-

- (a) 由根據《銀行業條例》第 16 條獲妥為發牌的銀行所簽發，(總)金額為投標價(具有投標表格給予該詞的涵義)5%的一張或多張銀行本票，作為臨時訂金，銀行本票抬頭為「**孖士打律師行**」。

One or more cashier order(s) in a (total) sum which constitutes 5% of the Tender Price (as defined in the Form of Tender), such sum being the preliminary deposit for the tender, made payable to “**MAYER BROWN**” and issued by a bank duly licensed under section 16 of the Banking Ordinance.

- (b) 已由投標者簽署的「對買方的警告」(按照**附件 C** 所列的格式)。

The “Warning to Purchasers” (in the form annexed hereto as **Appendix C**) duly signed by the tenderer.

- (c) 已由投標者簽署的「保證修繕缺漏函」(按照**附件 D** 所列的格式)。

A “Defects Warranty Letter” (in the form annexed hereto as **Appendix D**) duly signed by

the tenderer.

- (d) 已由投標者簽署的「有關購買該物業文件之收取文件確認函」(按照**附件 E** 所列的格式)。
An “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed hereto as **Appendix E**) duly signed by the tenderer.
- (e) 已由投標者簽署的「有關中介人的聲明」(按照**附件 F** 所列的格式)。
An “Declaration in relation to Intermediary” (in the form annexed hereto as **Appendix F**) duly signed by the tenderer.
- (f) 已由投標者簽署的「個人資料收集聲明」(按照**附件 G** 所列的格式)。
A “Personal Information Collection Statement” (in the form annexed hereto as **Appendix G**) duly signed by the tenderer.
- (g) 已由投標者簽署的「買家資料」(按照**附件 H** 所列的格式)。
A “Purchaser Particulars” (in the form annexed hereto as **Appendix H**) duly signed by the tenderer.
- (h) 已由投標者簽署的「物業平面圖及橫截面圖」(按照**附件 I** 所列的格式) (只需簽署與投標單位相關之平面圖)。
A “Layout and Cross-Section Plans of the Property” (in the form annexed hereto as **Appendix I**) duly signed by the tenderer. (Sign the plan(s) relevant to the Tendered Property(ies) only)
- (i) 已由投標者簽署的「有關開放式廚房之買方確認函」(按照招標公告**附件J**所列的格式)。
An “Purchaser’s Acknowledgement relating to Open Kitchen” (in the form annexed hereto as **Appendix J**) signed by the tenderer.
- (j) 已由投標者簽署的「賣方資料表格」(按照**附件K**所列的格式)。
A “Vendor’s Information Form” (in the form annexed hereto as **Appendix K**) duly signed by the tenderer.
- (k) 已由投標者填妥及簽署的「關於印花稅的確認書」(按照招標公告**附件L**所列的格式) (只適用已於投標表格第4節中選擇「代繳從價印花稅」優惠之投標者)。
An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed hereto as **Appendix L**) duly completed and signed by the tenderer. (applicable to the tenderer who chose the "Ad Valorem Stamp Duty" Benefit under section 4 of the Tender Form)
- (l) 已由投標者簽署的「物業參觀確認函」(按照**附件M**所列的格式)。
An “Acknowledgement Letter for Properties Viewing” (in the form annexed hereto as **Appendix M**) duly signed by the tenderer.
- (m) 投標者委任之地產代理(如有)的牌照影印副本及名片。
A copy of the estate agent’s licence and name card of the estate agent (if any) appointed by the tenderer.

- (n) 以個人名義投標者，每一位投標人的香港身分證／護照影印副本；以公司名義投標者，投標公司的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本各一份。

If the tenderer is individual(s), a copy of the Hong Kong Identity Card/Passport of each individual of the tenderer and if the tenderer is a company, a copy of the Certificate of Incorporation and the Business Registration Certificate of the tenderer, a copy of the latest register of directors and the latest annual return of the tenderer and a copy of the board resolutions of the tenderer authorizing the signing of the Form of Tender, the Preliminary Agreement, and the other documents mentioned in the above.

簽署本第 5 段提及之文件時，請填上簽署日期。

Please date the documents referred to in this paragraph 5 the date on which you sign the same.

6. 在賣方對收到的投標書作出任何決定前，所有投標者遞交之銀行本票均不會予以兌現。如某份投標書獲接納，隨投標書附上的銀行本票將視作臨時合約中提述之臨時訂金，並用以支付投標價的部份款項。所有其他銀行本票將於下文第8段訂明的承約日期起計14天內，按投標書所載之地址以平郵方式退還落選投標者，一切郵遞涉及之風險由落選投標者承擔。
All cashier orders forwarded by the tenderers will be retained and will remain uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier order submitted therewith will be treated as the Preliminary Deposit referred to in the Preliminary Agreement and applied in part payment of the Tender Price. All other cashier orders will be returned by ordinary post at the sole risk of the tenderers, within a period of fourteen (14) days from the Acceptance Date specified in paragraph 8 below, to the unsuccessful tenderers at the addresses stated in their Forms of Tender.
7. 如投標書中的內容有任何修改，或會令投標者喪失資格。
Any amendments to and in a tender may cause the tender to be disqualified.
8. 鑒於賣方作出招標、同意考慮投標者的要約及於收到投標者書面要求後付予投標者港幣10元，投標者同意其投標書乃不可撤銷，並構成正式要約，可供賣方在招標截止日期後的第四個工作天(簡稱「承約日期」)下午6時正或之前按照本招標公告、臨時合約和投標表格所訂明的條款及條件隨時接納。
In consideration of the invitation for tender by the Vendor and the Vendor's agreeing to consider the tenderers' offers and to pay to the tenderer HK\$10.00 upon receipt of a written demand from such tenderer, tenderers agree that their tenders shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor on the terms and conditions contained in this Tender Notice, the Preliminary Agreement and the Form of Tender **at or before 6:00 pm on the 4th working day after the closing date of the tender (the "Acceptance Date")**.
9. 投標如獲接納，中標者即成為本物業買方(以下簡稱「買方」)：
If a tender is accepted, the successful tenderer shall be the purchaser of the Property (the "Purchaser") and: -
- (a) 賣方可以透過郵寄、電話、傳真或電郵至投標書填上之地址/號碼/電郵地址或其他任何有效方法接受中標者之要約。賣方接受後，將盡快向中標者交回經賣方簽立且日期為不後於承約日期之臨時合約一份；
the Vendor may accept the offer of the successful tenderer by post, telephone, fax or email

to the address/ numbers/ email address specified in his Form of Tender or by any other effective means. After acceptance, the Vendor will return the successful tenderer one duplicate of the Preliminary Agreement executed by the Vendor and dated not later than the Acceptance Date;

(b) 賣方簽妥的臨時合約將構成賣方及買方之間具有約束力的協議，雙方同意按照臨時合約所訂明之條款及條件出售及購買本物業；及
the Preliminary Agreement signed by the Vendor shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Property subject to the terms and conditions contained in the Preliminary Agreement; and

(c) 在臨時合約日期後的5個工作日內，買方須簽署賣方律師訂定的正式買賣合約（「正式合約」），該正式合約的條款不得修改。正式合約的文本格式存放在售樓處，於星期一至星期五上午10時至下午5時（公眾假期除外）期間以供閱覽。

within five (5) working days after the date of the Preliminary Agreement, the Purchaser shall sign the formal Agreement for Sale and Purchase (the “**Agreement**”) in the form prepared by the Vendor’s Solicitors and none of the terms thereof may be altered and the form of the Agreement is available for inspection between **10:00 a.m. to 5:00 p.m. from Monday to Friday (except Public Holiday)** at the Sales Office

10. 投標者須注意，賣方只會回答關於本物業的一般查詢，並不會就本招標公告、投標表格及臨時合約或關於本物業的任何法例條文提供法律或其他意見。如有任何查詢，請致電熱線電話 2721 8388。

Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Property and will not provide legal or other advice in respect of this Tender Notice, the Form of Tender and the Preliminary Agreement or statutory provisions affecting the Property. Please call the hotline at 2721 8388 for any enquiries.

11. 賣方任何人員或代理對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。有關之陳述或行動不得作為或視作構成本招標公告、投標表格及臨時合約的一部份。有關之陳述或行動亦不能或視作闡述、更改、否定、豁免或以任何其他形式修改本招標公告、投標表格或臨時合約所訂明的任何條款或條件。

Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No such statement or action shall form or be deemed to form part of this Tender Notice, the Form of Tender or the Preliminary 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 set out in this Tender Notice, the Form of Tender or the Preliminary Agreement.

12. 臨時合約第9條提及的「對買方的警告」的中英雙語文本已夾附於本招標公告為**附件C**。
A bilingual version of the “Warning to Purchasers” referred to in Clause 9 of the Preliminary Agreement is attached hereto as **Appendix C**.

13. 投標者可參閱售樓說明書以取得本物業的詳情。
Tenderers may refer to the sales brochure for details of the Property.

14. 如投標者由多於一個個體組成，則所有構成該投標者的個體須負有共同及個別之責任。
In the event that the tenderer comprises more than one entity, the obligations and liabilities of the entities comprising of the tenderer are joint and several.

15. 受限於投標人於投標表格第4節的選擇及本第15段及相關文件所列的條款及條件的前提下，買方可向賣方指定之融資公司申請「第一按揭貸款」或「第二按揭貸款」，買方只可選擇其中一種按揭貸款安排或不選擇任何按揭貸款安排。

Subject to selection by the tenderer in section 4 of the Form of Tender and the terms and conditions of this paragraph 15 and the relevant document(s), the Purchaser may apply for the "First Mortgage Loan" or the "Second Mortgage Loan" from the Vendor's designated financing company. The Purchaser can only choose either one of the mortgage arrangements or not to select any mortgage arrangements.

「第一按揭貸款」 "First Mortgage Loan"

- (a) 買方必須於買賣合約內訂明的付清售價餘額之日前最少60日以書面向指定財務機構申請第一按揭貸款。
The Purchaser shall make a written application to the designated financing company for a First Mortgage Loan in not less than 60 days before the date of settlement of the balance of the Purchase Price.
- (b) 第一按揭貸款以住宅物業之第一法定按揭作抵押。
The First Mortgage Loan shall be secured by a first legal mortgage over the residential property.
- (c) 第一按揭貸款金額最高為售價的80%。
The maximum amount of First Mortgage Loan is 80% of the Purchase Price.
- (d) 第一按揭貸款首三年之按揭利率為指定財務機構不時報價之最優惠利率(P)減年息 2% (P-2%) 計算，其後之按揭利率為指定財務機構不時報價之最優惠利率(P)加年息 1% (P+1%)，利率浮動。最終按揭利率以指定財務機構審批結果而定。最優惠利率選用指定融資公司之報價。
Interest rate of First Mortgage Loan for the first three years shall be at the Prime Rate (P) quoted by the designated financing company from time to time minus 2% per annum (P-2%), thereafter at the Prime Rate (P) designated by the financing company from time to time plus 1% per annum (P+1%), subject to fluctuation. The final interest rate is subject to the approval of the designated financing company. Prime Rate is quoted by the designated financing company.
- (e) 第一按揭貸款年期最長為 25 年。
The maximum tenor of First Mortgage Loan shall be 25 years.
- (f) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。
The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request by the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).
- (g) 第一按揭貸款申請須由指定財務機構獨立審批。
The First Mortgage Loan shall be approved by the designated financing company independently.

- (h) 所有第一按揭貸款法律文件須由賣方代表律師辦理，並由買方負責有關律師費用及雜費。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第一按揭貸款的律師費用及雜費。

All legal documents of First Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the

Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the First Mortgage Loan.

- (i) 買方敬請向指定財務機構查詢有關第一按揭貸款用途及詳情。第一按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第一按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的售價全數。

The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the First Mortgage Loan. The approval or disapproval of the First Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the First Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the residential property and shall pay the full Purchase Price of the residential property in accordance with the Agreement for Sale and Purchase.

- (j) 第一按揭貸款受其他條款及細則約束。

The First Mortgage Loan is subject to other terms and conditions.

- (k) 賣方無給予或視之為已給予任何就第一按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第一按揭貸款之安排。買方不得就由於或有關第一按揭貸款的批核及/或不批核及/或任何第一按揭貸款相關事宜而向賣方提出任何申索。

No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the First Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the First Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the First Mortgage Loan and/or any matters relating to the First Mortgage Loan.

- (l) 賣方沒有參與及提供上述第一按揭貸款。上述之第一按揭貸款只是由指定財務機構提供予買方。而無論在任何情況下，賣方無須因上述第一按揭貸款所引發的任何事情負上任何責任。

Notice is hereby given that the Vendor is not involved in the arrangement of the First Mortgage Loan mentioned above. The arrangement of the First Mortgage Loan is provided or procured to the Purchaser by the designated financing company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the First Mortgage Loan.

- (m) 該住宅物業只可供買方自住。

The residential property shall only be self-occupied by the Purchaser.

- (n) 買方須以按月分期償還第一按揭貸款。

The Purchaser shall repay the First Mortgage Loan by monthly installments.

- (o) 第一按揭貸款只限個人買方申請。

Only individual Purchaser(s) are eligible to apply for the First Mortgage Loan.

- (p) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的貸款金額及/或利率作出調整。

In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan amount and/or the interest rate as set out in the relevant payment plan.

「第二按揭貸款」"Second Mortgage Loan"

- (a) 買方須先獲取第一按揭銀行同意辦理住宅物業之第二按揭，並能出示足夠文件證明第一按揭貸款加第二按揭貸款及買方及其擔保人(如有)之其他貸款之每月總還款額對買方及其擔保人(如有)之每月總入息之比率不超過香港金融管理局最新公佈之「供款與入息比率」。

The Purchaser shall have obtained the prior consent of the first mortgagee bank for processing the Second Mortgage Loan for the residential property and shall provide satisfactory documents to prove that the ratio of the total amount of monthly repayment of the first mortgage loan, the Second Mortgage Loan and any other loan(s) of the Purchaser and his/her/its guarantor (if any) to the total monthly income of the Purchaser and his/her/its guarantor (if any) does not exceed the latest Debt Servicing Ratio as announced by the Hong Kong Monetary Authority.

- (b) 第一按揭銀行須為指定財務機構指定及轉介之銀行。

First mortgagee bank shall be a bank specified and referred by the designated financing company.

- (c) 第二按揭貸款金額最高為售價的25%，但第一按揭貸款及第二按揭貸款總金額不得超過售價的80%。第二按揭貸款年期最長為20年或第一按揭貸款之年期，以較短者為準。

The maximum Second Mortgage Loan is 25% of the Purchase Price, but the total mortgage amount of first mortgage loan plus the Second Mortgage Loan shall not exceed 80% of Purchase Price. The maximum tenure of the Second Mortgage Loan shall be 20 years or the tenure of first mortgage loan, whichever is shorter.

- (d) 第二按揭首兩年之按揭利率為指定財務機構不時報價之最優惠利率(P)減2% (P-2%) 計算，其後年期之按揭利率以最優惠利率(P)計算，利率浮動。最終按揭利率以指定財務機構審批結果而定。

Interest rate of the Second Mortgage Loan for the first 2 years shall be at the Prime Rate(P) minus 2% (P-2%) per annum; thereafter at the rate of P per annum, the rate is subject to fluctuation. The final interest rate is subject to the approval of the designated financing company.

- (e) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定財務機構要求下提供信貸報告、收入證明及/或銀行紀錄。指定財務機構會對買方及其擔保人(如有)進行信貸審查。

The Purchaser and his/her/its guarantor (if any) shall provide sufficient documents to prove his/her/its repayment ability, including without limitation the provision of credit report, income proof and/or banking record upon request of the designated financing company. The designated financing company will conduct credit check on the Purchaser and his/her/its guarantor (if any).

- (f) 第二按揭貸款需由指定財務機構獨立審批。

The Second Mortgage Loan shall be approved by the designated financing company independently.

- (g) 所有第二按揭貸款之文件必須由賣方指定之律師辦理，並由買方負責一切有關費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關第二按揭貸款的律師費用及雜費。
All legal documents of the Second Mortgage Loan shall be handled by the Vendor's solicitors and all the costs and disbursements relating thereto shall be borne by the Purchaser. The Purchaser can choose to instruct his/her/its own solicitors to act for him/her/it, and in such event, the Purchaser shall also bear his/her/its own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (h) 買方敬請向指定財務機構查詢有關第二按揭貸款用途及詳情。第二按揭貸款批出與否及其條款，指定財務機構有最終決定權。不論第二按揭貸款獲批與否，買方仍須按買賣合約完成住宅物業的交易及繳付住宅物業的售價全數。
The Purchaser is advised to enquire with the designated financing company about the purpose and the details of the Second Mortgage Loan. The approval or disapproval of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated financing company. Irrespective of whether the Second Mortgage Loan is granted or not, the Purchaser shall complete the purchase of the residential property and shall pay the full Purchase Price of the residential property in accordance with the Agreement for Sale and Purchase.
- (i) 第二按揭貸款受其他條款及細則約束。
The Second Mortgage Loan is subject to other terms and conditions.
- (j) 賣方無給予或視之為已給予任何就第二按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方提出任何申索。
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan. The Vendor is not, and will not be, involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (k) 賣方沒有參與及提供上述第二按揭貸款。上述之第二按揭貸款只是由指定財務機構提
供予買方。而無論在任何情況下，賣方無須因上述第二按揭貸款所引發的任何事情負
上任何責任。
Notice is hereby given that the Vendor is not involved in the arrangement of the Second Mortgage Loan mentioned above. The arrangement of the Second Mortgage Loan is provided or procured to the Purchaser by the designated financing company and in no circumstances shall the Vendor be held liable for anything arising from or in connection with the arrangement of the Second Mortgage Loan.
- (l) 該住宅物業只可供買方自住。
The residential property shall only be self-occupied by the Purchaser.
- (m) 買方須以按月分期償還第二按揭貸款。
The Purchaser shall repay the Second Mortgage Loan by monthly installments.
- (n) 第二按揭貸款只限個人買方申請。
Only individual Purchaser(s) are eligible to apply for the Second Mortgage Loan.
- (o) 指定財務機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃

所述的貸款金額及/或利率作出調整。

In accordance with the result of credit check and assessment of the Purchaser and his/her/its guarantor (if any), the designated financing company will adjust the loan amount and/or the interest rate as set out in the relevant payment plan.

16. 「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

受限於投標人於投標表格第4節的選擇及本第16段及相關文件所列的條款及條件的前提下，買方將獲賣方提供「代繳從價印花稅」優惠，金額相等就正式合約須繳付之從價印花稅的實際金額或售價的 3.75%，以較低者為準。

Subject to selection by the tenderer in section 4 of the Form of Tender and the terms and conditions of this paragraph 16 and the relevant document(s), the Purchaser will be offered by the Vendor the "Ad Valorem Stamp Duty" Benefit. The amount is equal to the actual amount of ad valorem stamp duty payable on the Agreement or 3.75% of the Purchase Price, whichever is lower.

(a) 「代繳從價印花稅」優惠只作繳付正式合約之從價印花稅之用。

The "Ad Valorem Stamp Duty" Benefit shall be used for the purpose of payment of the ad valorem stamp duty on the Agreement only.

(b) 若買方未能遵守、履行及符合臨時合約或正式合約內的任何條款及條件或未能完成購買本物業或未能按照正式合約的條款及條件付清物業之售價之尾數，買方將不能享有「代繳從價印花稅」優惠及須按賣方選擇立即向賣方支付一筆相等於賣方已繳付之「代繳從價印花稅」優惠之款項或立即採取一切賣方要求之步驟及行動協助賣方從有關當局退回已付之正式合約應付之從價印花稅及應賣方要求向賣方提供所有上述退款所需之文件。

If the Purchaser fails to observe, perform or comply with any of the terms and conditions contained in the Preliminary Agreement or the Agreement or to complete the purchase of the Property or to pay the balance of the Price in accordance with the terms and conditions of the Agreement, the Purchaser shall no longer be entitled to the "Ad Valorem Stamp Duty" Benefit and shall at the option of the Vendor forthwith pay to the Vendor an amount equivalent to the "Ad Valorem Stamp Duty" Benefit paid by the Vendor or forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the relevant authorities and furnish the Vendor with all documents that are necessary for the aforesaid refund upon the Vendor's request.

(c) 所有根據本段之條款及條件賦予買方之權利及優惠均不能轉讓及不能轉移，及只能由買方本人行使及享用。

All the rights and benefits conferred on the Purchaser upon the terms and conditions under this paragraph are non-assignable and non-transferable and can only be exercised and enjoyed by the Purchaser personally.

(d) 為免疑問，買方有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅、額外印花稅 (如有) 及印花稅署徵收之罰款 (如適用)。「代繳從價印花稅」優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供「代繳從價印花稅」優惠之任何延遲或因任何原因導致「代繳從價印花稅」優惠(或其任何部分)之延遲支付而造成之任何罰款或損失負責。本優惠受其他條款及條件約束。

For the avoidance of doubt, it is the Purchaser's duty to pay all stamp duty, including but not limited to ad valorem stamp duty, buyer stamp duty, additional stamp duty (if any) and penalty imposed by the Stamp Office (if applicable). The "Ad Valorem Stamp Duty" Benefit is only a subsidy offered by the Vendor and the Vendor will under no circumstances be liable for any delay in offering the "Ad Valorem Stamp Duty" Benefit or be responsible for any penalty or loss if there is any late payment of the "Ad Valorem Stamp Duty" Benefit (or any

part thereof) for whatever reason. This benefit is subject to other terms and conditions.

17. 倘投標者經由地產代理（以下簡稱「介紹人」）介紹予賣方以入標認購本物業，投標者知悉和確認：

Where the tenderer submits his tender and makes an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), the tenderer acknowledges and confirms that:

- (a) 介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標者或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束。

the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any other persons and will not perform on behalf of the Intermediary or other estate agent any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor;

- (b) 投標者與介紹人或任何其他地產代理之任何轉讓，一概與賣方無關。本招標及（如投標者的要約獲接受）本物業之買賣將按照本文件條款及交易文件條款進行；及 the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, and this tender and, if the offer of the tenderer is accepted, the sale and purchase of the Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and

- (c) 介紹人是否為介紹投標者予賣方以入標認購本物業之地產代理，須由賣方核實方作準。

Whether the Intermediary is the estate agent introducing the tenderer to the Vendor for the purpose of the tenderer’s submission of the offer to purchase the Property is subject to the Vendor’s confirmation.

18. 時間在各方面均為要素。

Time shall in all respects be of the essence.

19. 本招標公告及投標表格之中文譯本僅供參考。倘若對本招標公告及投標表格的詮釋有任何懷疑或爭議，一概以英文文本為準。

The Chinese translation of this Tender Notice and the Form of Tender is for reference only. In the event of any doubt or dispute in the interpretation of this Tender Notice and the Form of Tender, the English version shall prevail.

日期：2020年8月15日

Dated: 15 August 2020

投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於長沙灣九龍道 1 號(新九龍內地段 6558 號)一號九龍道的以下單位(下文稱為「本物業」)

Tender for the purchase of the following Unit(s) of Madison Park, 1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558) (“the Property”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

第 1 節 Section 1	
投標者的資料 Particulars of the Tenderer	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
聯絡資料 Contact Detail	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2			
投標物業 Tendered Property(ies) (「本物業」 the “Property”)			
樓 Floor	室 Flat		
投標價 Tender Price (「售價」 “Purchase Price”)			
港幣 HK\$			
<p>下列抬頭為「孖士打律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “MAYER BROWN” as preliminary deposit are enclosed with this Tender</p>			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK\$		
	港幣 HK\$		
	港幣 HK\$		

第 3 節 Section 3	
付款辦法 Payment Plan	
(a)	<p>售價5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p>
(b)	<p>售價5% 即加付訂金於買方簽署臨時買賣合約後60日內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>
(c)	<p>售價90% 即售價餘款於買方簽署臨時買賣合約後_____天內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 90% of Purchase Price being balance of Purchase Price shall be paid within _____days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>

第 4 節 Section 4

財務優惠 Financial Benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

按揭貸款安排 Mortgage Loan Agreements

詳情請參閱招標公告第 15 段 Please refer paragraph 15 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**第一按揭貸款
I/We **select** the First Mortgage Loan
- * 本人/我們**選擇**第二按揭貸款
I/We **select** the Second Mortgage Loan
- * 本人/我們**不選擇**按揭貸款安排
I/We **do not select** the Mortgage Loan Arrangements

「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

詳情請參閱招標公告第 16 段 Please refer paragraph 16 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**「代繳從價印花稅」優惠
I/We **select** the "Ad Valorem Stamp Duty" Benefit
- * 本人/我們**不選擇**「代繳從價印花稅」優惠
I/We **do not select** the "Ad Valorem Stamp Duty" Benefit

(*請剔適用者 Please tick as appropriate)

第5節 Section 5	
下列文件連同本投標書一併附上： The following are enclosed with this Tender:	
1.	抬頭為「孖士打律師行」的銀行本票作為臨時訂金 Cashier order(s) made payable to “MAYER BROWN” as preliminary deposit
2.	已由本人/我們填妥及簽署的「投標表格」(按照招標公告附件A所列的格式) A “Tender Form” (in the form annexed to the Tender Notice as Appendix A) duly completed and signed by me/us.
3.	已由本人/我們填妥及簽署的「臨時買賣合約」(按照招標公告附件B所列的格式) A “Preliminary Agreement for Sale and Purchase” (in the form annexed to the Tender Notice as Appendix B) duly completed and signed by me/us
4.	已由本人/我們簽署的「對買方的警告」(按照招標公告附件C所列的格式) A “Warning to Purchasers” (in the form annexed to the Tender Notice as Appendix C) duly signed by me/us
5.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告附件D所列的格式) A “Defects Warranty Letter” (in the form annexed to the Tender Notice as Appendix D) duly signed by me/us
6.	已由本人/我們簽署的「有關購買該物業文件之收取文件確認函」(按照招標公告附件E所列的格式) A “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us
7.	由本人/我們簽署的「有關中介人的聲明」(按照招標公告附件F所列的格式) An “Declaration in relation to Intermediary” (in the form annexed hereto as Appendix F) duly signed by me/us
8.	由本人/我們簽署的「個人資料收集聲明」(按照附件G所列的格式) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix G) duly signed by me/us
9.	已由本人/我們填妥及簽署的「買家資料」(按照招標公告附件H所列的格式) An “Purchaser Particulars” (in the form annexed hereto as Appendix H) duly completed and signed by me/us
10.	已由本人/我們填妥及簽署的「物業平面圖及橫截面圖」(按照招標公告附件I所列的格式)(只需簽署與投標單位相關之平面圖)(Sign the plan(s) relevant to the Tendered Property(ies) only) An “Layout and Cross-Section Plans of the Property” (in the form annexed hereto as Appendix I) duly completed and signed by me/us
11.	已由本人/我們簽署的「有關開放式廚房之買方確認函」(按照招標公告附件J所列的格式) An “Purchaser’s Acknowledgement relating to Open Kitchen” (in the form annexed hereto as Appendix J) signed by me/us
12.	已由本人/我們簽署的「賣方資料表格」(按照招標公告附件K所列的格式)。 A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.
13.	已由本人/我們填妥及簽署的「關於印花稅的確認書」(按照招標公告附件L所列的格式)(只適用已於本投標表格第4節中選擇「代繳從價印花稅」優惠之投標者) An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed hereto as Appendix L) duly completed and signed by me/us (applicable to the tenderer who chose the “Ad Valorem Stamp Duty” Benefit under section 4 of this Tender Form)
14.	已由本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告附件M所列的格式)。 An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as Appendix M) duly completed and signed by me/us.
15.	本人/我們委任之地產代理的牌照影印副本及名片(如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)
16.	本人/我們的香港身份證/護照影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
17.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)

第6節 Section 6	
<p>本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。</p> <p>I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.</p>	
投標者簽名 Signature(s) of the Tenderer(s)	
擁有權種類 Type of Ownership	*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) * 如不適用，請刪除及在旁加簽 <i>Delete where inapplicable and initial against deletion</i>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name card attached hereto)

第7節 Section 7	
接受要約 Acceptance of offer 在受到招標公告和臨時買賣合約約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。 The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for Sale and Purchase.	
Authorised signature for and on behalf of the Vendor 經授權賣方代表簽署	
_____ 日期 Date :	

投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於長沙灣九龍道 1 號(新九龍內地段 6558 號)一號九龍道的以下單位(下文稱為「本物業」)

Tender for the purchase of the following Unit(s) of Madison Park, 1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558) (“the Property”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

第 1 節 Section 1	
投標者的資料 Particulars of the Tenderer	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
聯絡資料 Contact Detail	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2			
投標物業 Tendered Property(ies) (「本物業」the “Property”)			
樓 Floor	室 Flat		
投標價 Tender Price (「售價」“Purchase Price”)			
港幣 HK\$			
<p>下列抬頭為「孖士打律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “MAYER BROWN” as preliminary deposit are enclosed with this Tender</p>			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK\$		
	港幣 HK\$		
	港幣 HK\$		

第 3 節 Section 3	
付款辦法 Payment Plan	
(a)	<p>售價5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p>
(b)	<p>售價5% 即加付訂金於買方簽署臨時買賣合約後60日內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>
(c)	<p>售價90% 即售價餘款於買方簽署臨時買賣合約後_____天內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 90% of Purchase Price being balance of Purchase Price shall be paid within _____days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>

第 4 節 Section 4

財務優惠 Financial Benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

按揭貸款安排 Mortgage Loan Agreements

詳情請參閱招標公告第 15 段 Please refer paragraph 15 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**第一按揭貸款
I/We **select** the First Mortgage Loan
- * 本人/我們**選擇**第二按揭貸款
I/We **select** the Second Mortgage Loan
- * 本人/我們**不選擇**按揭貸款安排
I/We **do not select** the Mortgage Loan Arrangements

「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

詳情請參閱招標公告第 16 段 Please refer paragraph 16 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**「代繳從價印花稅」優惠
I/We **select** the "Ad Valorem Stamp Duty" Benefit
- * 本人/我們**不選擇**「代繳從價印花稅」優惠
I/We **do not select** the "Ad Valorem Stamp Duty" Benefit

(*請剔適用者 Please tick as appropriate)

第5節 Section 5	
下列文件連同本投標書一併附上： The following are enclosed with this Tender:	
1.	抬頭為「孖士打律師行」的銀行本票作為臨時訂金 Cashier order(s) made payable to “MAYER BROWN” as preliminary deposit
2.	已由本人/我們填妥及簽署的「投標表格」(按照招標公告附件A所列的格式) A “Tender Form” (in the form annexed to the Tender Notice as Appendix A) duly completed and signed by me/us.
3.	已由本人/我們填妥及簽署的「臨時買賣合約」(按照招標公告附件B所列的格式) A “Preliminary Agreement for Sale and Purchase” (in the form annexed to the Tender Notice as Appendix B) duly completed and signed by me/us
4.	已由本人/我們簽署的「對買方的警告」(按照招標公告附件C所列的格式) A “Warning to Purchasers” (in the form annexed to the Tender Notice as Appendix C) duly signed by me/us
5.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告附件D所列的格式) A “Defects Warranty Letter” (in the form annexed to the Tender Notice as Appendix D) duly signed by me/us
6.	已由本人/我們簽署的「有關購買該物業文件之收取文件確認函」(按照招標公告附件E所列的格式) A “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us
7.	由本人/我們簽署的「有關中介人的聲明」(按照招標公告附件F所列的格式) An “Declaration in relation to Intermediary” (in the form annexed hereto as Appendix F) duly signed by me/us
8.	由本人/我們簽署的「個人資料收集聲明」(按照附件G所列的格式) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix G) duly signed by me/us
9.	已由本人/我們填妥及簽署的「買家資料」(按照招標公告附件H所列的格式) An “Purchaser Particulars” (in the form annexed hereto as Appendix H) duly completed and signed by me/us
10.	已由本人/我們填妥及簽署的「物業平面圖及橫截面圖」(按照招標公告附件I所列的格式)(只需簽署與投標單位相關之平面圖)(Sign the plan(s) relevant to the Tendered Property(ies) only) An “Layout and Cross-Section Plans of the Property” (in the form annexed hereto as Appendix I) duly completed and signed by me/us
11.	已由本人/我們簽署的「有關開放式廚房之買方確認函」(按照招標公告附件J所列的格式) An “Purchaser’s Acknowledgement relating to Open Kitchen” (in the form annexed hereto as Appendix J) signed by me/us
12.	已由本人/我們簽署的「賣方資料表格」(按照招標公告附件K所列的格式)。 A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.
13.	已由本人/我們填妥及簽署的「關於印花稅的確認書」(按照招標公告附件L所列的格式)(只適用已於本投標表格第4節中選擇「代繳從價印花稅」優惠之投標者) An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed hereto as Appendix L) duly completed and signed by me/us (applicable to the tenderer who chose the “Ad Valorem Stamp Duty” Benefit under section 4 of this Tender Form)
14.	已由本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告附件M所列的格式)。 An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as Appendix M) duly completed and signed by me/us.
15.	本人/我們委任之地產代理的牌照影印副本及名片(如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)
16.	本人/我們的香港身份證/護照影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
17.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)

第6節 Section 6	
<p>本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。</p> <p>I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.</p>	
投標者簽名 Signature(s) of the Tenderer(s)	
擁有權種類 Type of Ownership	*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) * 如不適用，請刪除及在旁加簽 <i>Delete where inapplicable and initial against deletion</i>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name card attached hereto)

第7節 Section 7	
接受要約 Acceptance of offer 在受到招標公告和臨時買賣合約約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。 The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for Sale and Purchase.	
Authorised signature for and on behalf of the Vendor 經授權賣方代表簽署	
_____ 日期 Date :	

投標表格 FORM OF TENDER

茲投標按照本投標表格、招標公告(以下簡稱「招標公告」)及臨時買賣合約(以下簡稱「臨時合約」)所訂明的條款及條件以單一交易形式承購位於長沙灣九龍道 1 號(新九龍內地段 6558 號)一號九龍道的以下單位(下文稱為「本物業」)

Tender for the purchase of the following Unit(s) of Madison Park, 1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558) (“the Property”) as one transaction subject to the terms and conditions contained in this Form of Tender, the Tender Notice (the “Tender Notice”) and the Preliminary Agreement for Sale and Purchase (the “Preliminary Agreement”) as respectively annexed hereto.

第 1 節 Section 1	
投標者的資料 Particulars of the Tenderer	
名稱 Name	
香港身份證號碼/ 護照號碼/ 商業登記證號碼 Hong Kong Identity Card(s) No(s)/Passport(s) No(s) / Business Registration No.	(with copy(ies) attached hereto) (連同其影印副本)
個人通訊地址/ 公司登記地址 Correspondence Address in Hong Kong/Registered Office	
聯絡資料 Contact Detail	
聯絡人 Contact Person	
電話 Telephone	
傳真 Fax	
電郵地址 Email Address	

第 2 節 Section 2			
投標物業 Tendered Property(ies) (「本物業」the “Property”)			
樓 Floor	室 Flat		
投標價 Tender Price (「售價」“Purchase Price”)			
港幣 HK\$			
<p>下列抬頭為「孖士打律師行」的銀行本票作為臨時訂金連同本投標書一併附上 The following cashier order(s) made payable to “MAYER BROWN” as preliminary deposit are enclosed with this Tender</p>			
銀行本票 Cashier order	金額 Amount	銀行 Bank	本票號碼 Cashier Order no.
	港幣 HK\$		
	港幣 HK\$		
	港幣 HK\$		

第 3 節 Section 3	
付款辦法 Payment Plan	
(a)	<p>售價5% 即臨時訂金於買方簽署臨時合約時繳付。 5% of Purchase Price being preliminary deposit shall be paid upon signing of the preliminary agreement for sale and purchase.</p>
(b)	<p>售價5% 即加付訂金於買方簽署臨時買賣合約後60日內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 5% of Purchase Price being further deposit shall be paid within 60 days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>
(c)	<p>售價90% 即售價餘款於買方簽署臨時買賣合約後_____天內繳付或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內繳付，以較早者為準。 90% of Purchase Price being balance of Purchase Price shall be paid within _____days after signing of the Preliminary Agreement or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.</p>

第 4 節 Section 4

財務優惠 Financial Benefit

本人/我們現向賣方申請，如賣方接納本投標書，將就購買本物業時獲得下列財務優惠，惟下列財務優惠受招標公告及其他相關文件之所列之條款及條件限制。

I/We hereby apply to the Vendor that in the event that this Tender is accepted by the Vendor, I/we shall enjoy the financial benefit(s) specified below in connection with the purchase of the Property, whilst the financial benefit(s) specified below should be subject to the terms and conditions set out in the Tender Notice and other relevant documents.

按揭貸款安排 Mortgage Loan Agreements

詳情請參閱招標公告第 15 段 Please refer paragraph 15 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**第一按揭貸款
I/We **select** the First Mortgage Loan
- * 本人/我們**選擇**第二按揭貸款
I/We **select** the Second Mortgage Loan
- * 本人/我們**不選擇**按揭貸款安排
I/We **do not select** the Mortgage Loan Arrangements

「代繳從價印花稅」優惠 "Ad Valorem Stamp Duty" Benefit

詳情請參閱招標公告第 16 段 Please refer paragraph 16 of the Tender Notice

投標者必須選擇下列其中一項 The Tenderer must choose one of the following items

- * 本人/我們**選擇**「代繳從價印花稅」優惠
I/We **select** the "Ad Valorem Stamp Duty" Benefit
- * 本人/我們**不選擇**「代繳從價印花稅」優惠
I/We **do not select** the "Ad Valorem Stamp Duty" Benefit

(*請剔適用者 Please tick as appropriate)

第5節 Section 5	
下列文件連同本投標書一併附上： The following are enclosed with this Tender:	
1.	抬頭為「孖士打律師行」的銀行本票作為臨時訂金 Cashier order(s) made payable to “MAYER BROWN” as preliminary deposit
2.	已由本人/我們填妥及簽署的「投標表格」(按照招標公告附件A所列的格式) A “Tender Form” (in the form annexed to the Tender Notice as Appendix A) duly completed and signed by me/us.
3.	已由本人/我們填妥及簽署的「臨時買賣合約」(按照招標公告附件B所列的格式) A “Preliminary Agreement for Sale and Purchase” (in the form annexed to the Tender Notice as Appendix B) duly completed and signed by me/us
4.	已由本人/我們簽署的「對買方的警告」(按照招標公告附件C所列的格式) A “Warning to Purchasers” (in the form annexed to the Tender Notice as Appendix C) duly signed by me/us
5.	已由本人/我們簽署的「保證修繕缺漏函」(按照招標公告附件D所列的格式) A “Defects Warranty Letter” (in the form annexed to the Tender Notice as Appendix D) duly signed by me/us
6.	已由本人/我們簽署的「有關購買該物業文件之收取文件確認函」(按照招標公告附件E所列的格式) A “Acknowledgement for receipt of documents relating to the purchase of the Property” (in the form annexed to the Tender Notice as Appendix E) duly signed by me/us
7.	由本人/我們簽署的「有關中介人的聲明」(按照招標公告附件F所列的格式) An “Declaration in relation to Intermediary” (in the form annexed hereto as Appendix F) duly signed by me/us
8.	由本人/我們簽署的「個人資料收集聲明」(按照附件G所列的格式) A “Personal Information Collection Statement” (in the form annexed hereto as Appendix G) duly signed by me/us
9.	已由本人/我們填妥及簽署的「買家資料」(按照招標公告附件H所列的格式) An “Purchaser Particulars” (in the form annexed hereto as Appendix H) duly completed and signed by me/us
10.	已由本人/我們填妥及簽署的「物業平面圖及橫截面圖」(按照招標公告附件I所列的格式)(只需簽署與投標單位相關之平面圖)(Sign the plan(s) relevant to the Tendered Property(ies) only) An “Layout and Cross-Section Plans of the Property” (in the form annexed hereto as Appendix I) duly completed and signed by me/us
11.	已由本人/我們簽署的「有關開放式廚房之買方確認函」(按照招標公告附件J所列的格式) An “Purchaser’s Acknowledgement relating to Open Kitchen” (in the form annexed hereto as Appendix J) signed by me/us
12.	已由本人/我們簽署的「賣方資料表格」(按照招標公告附件K所列的格式)。 A “Vendor’s Information Form” (in the form annexed to the Tender Notice as Appendix K) duly signed by me/us.
13.	已由本人/我們填妥及簽署的「關於印花稅的確認書」(按照招標公告附件L所列的格式)(只適用已於本投標表格第4節中選擇「代繳從價印花稅」優惠之投標者) An “Acknowledgement Letter Regarding Stamp Duty” (in the form annexed hereto as Appendix L) duly completed and signed by me/us (applicable to the tenderer who chose the “Ad Valorem Stamp Duty” Benefit under section 4 of this Tender Form)
14.	已由本人/我們填妥及簽署的「物業參觀確認函」(按照招標公告附件M所列的格式)。 An “Acknowledgement Letter for Properties Viewing” (in the form annexed to the Tender Notice as Appendix M) duly completed and signed by me/us.
15.	本人/我們委任之地產代理的牌照影印副本及名片(如適用) A copy of the estate agent’s licence and name card of the estate agent appointed by me/us (if applicable)
16.	本人/我們的香港身份證/護照影印副本(如適用) A copy/Copies of my/our Hong Kong Identity Card(s)/Passport(s) (if applicable)
17.	我們的公司註冊證明書、商業登記證、最近之董事名冊、最近之周年申報表及會議記錄證明投標表格、臨時合約及上述文件上簽署之授權之影印副本(如適用) A copy of our Certificate of Incorporation, our Business Registration Certificate, our latest register of directors and annual return and a copy of the board resolutions authorizing the signing of the Form of Tender, the Preliminary Agreement, and other related documents (if applicable)

第6節 Section 6	
<p>本人/我們同意如賣方接納本投標書，本投標書連同臨時合約將構成賣方與本人/我們之間就出售及購買本物業具有約束力的協議。</p> <p>I/We agree that in the event that this Tender is accepted by the Vendor, this Tender together with the Preliminary Agreement shall constitute a binding agreement between the Vendor and me/us for the sale and purchase of the Property.</p>	
投標者簽名 Signature(s) of the Tenderer(s)	
擁有權種類 Type of Ownership	*作為唯一擁有人 / 聯權共有人 / 分權共有人(相同份數) *as Sole Owner / Joint Tenants / Tenants in Common (in equal shares) * 如不適用，請刪除及在旁加簽 <i>Delete where inapplicable and initial against deletion</i>
見證人簽名 Signature of Witness	
見證人姓名 Name of Witness	
見證人職業 Occupation of Witness	
見證人地址 Address of Witness	
投標者委任的地產代理(如有) Estate Agent appointed by the Tenderer(s) (if any)	
地產代理姓名 Name of Estate Agent	
地產代理所屬公司 Name of Estate Agency	
地產代理的牌照號碼 Estate Agent's Licence No.	(連同牌照影印副本及名片兩張) (with copy of the Estate Agent's Licence and 2 name card attached hereto)

第7節 Section 7	
<p>接受要約 Acceptance of offer 在受到招標公告和臨時買賣合約約束的前提下，上述要約在獲賣方授權代表簽名當天視為獲賣方接納。 The above offer is accepted by the Vendor on the date of the authorized signatory subject to the Tender Notice and the Preliminary Agreement for Sale and Purchase.</p>	
<p>Authorised signature for and on behalf of the Vendor 經授權賣方代表簽署</p>	
<p>日期 Date : _____</p>	

MADISON PARK 一號九龍道

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
 臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:
 Date 日期: / /

Vendor 賣方: Urban Renewal Authority 市區重建局
 Developer 發展商: Elite Land Development Limited 億立發展有限公司
 Developer's Sales Agent for Sino Real Estate Agency Limited 信和地產代理有限公司
 Vendor 發展商銷售代理: Estate Agents Licence (Company) No. / 地產代理(公司)牌照號碼: C-005086
 Vendor's Solicitors Mayer Brown 孖士打律師行 Tel 電話: 28432211
 賣方律師:

Purchaser 買方:

HK I.D./ Business Registration No. 身份證號碼 / 商業登記證號碼:

Purchaser's Correspondence/Registered Address 買方通訊/註冊地址: Purchaser's Tel No. 買方電話號碼:

Name & Postal Address of the Development 發展項目名稱及郵寄地址:

Madison Park 一號九龍道

1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558)
 長沙灣九龍道 1 號(新九龍內地段 6558 號)

Details of the Property (the "Property") 訂購物業("本物業")的資料:

Floor 樓	Flat 室

Payment Term 付款方法:

The Purchase Price of the Property is 本物業的售價為:	HK 港幣\$	元	which shall be paid by the Purchaser to the Vendor in the manner as follows 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣\$	元	which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的 5%)，須於簽署本臨時合約時支付。
Further Deposit 加付訂金	HK 港幣\$	元	shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier. 須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的 14 日內支付，以較早者為準。 / /
Balance Payment 售價餘款	HK 港幣\$	元	shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier. 須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的 14 日內支付，以較早者為準。 / /

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed 按訂約雙方的意向，本臨時合約將會由一份買賣合約("正式合約")取代，正式合約須 -

- (a) by the Purchaser on or before 由買方於 / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (即本臨時合約的簽署日期之後的第五個工作日或之前簽立); 及
 (b) by the Vendor on or before 由賣方於 / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). (即本臨時合約的簽署日期之後的第八個工作日或之前簽立)。

Received the Preliminary Deposit in the sum of 上述所列臨時訂金經已收妥此據
 Cheque / Cashier Order No. 支票 / 本票號碼: HK\$ Cheque/Cashier Order, subject to Bank Clearance 交來支票/本票以銀行過數作實

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and following "Other Terms and Conditions" 賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業:

Other Terms and Conditions 其他條款及條件:

1. In this Preliminary Agreement 在本臨時合約中 -
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) "working day" has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 6(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 6(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

(a)“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 (b)“工作日”具有該條例第 2(1)條給予該詞的涵義；
 (c) 第 6(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 (d) 第 6(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
 - (a) this Preliminary Agreement is terminated;
 - (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.

(a) 本臨時合約即告終止；
 (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。
6. The measurements of the Property are as follows 本物業的量度尺寸如下 -
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備如下 -
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
買方已確認收到第 10 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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
就第 9 條而言，“對買方的警告”內容如下 -
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that –
買方須於正式合約中向賣方作出以下協議 –
- (I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever.
不論正式合約其後於任何情況下被取消，賣方有權保留臨時訂金。
- (II) other than entering into a mortgage of the Property, 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 that 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 of the Property.
除本物業之按揭或押記外，在交易買賣完成及簽署本物業轉讓契前，買方不得提名任何人士簽訂接受本物業之轉讓契、轉售本物業或以任何形式轉讓本物業之正式合約之權益或訂立任何協議以達致上述提名、轉售或轉讓的目的。
13. The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in such standard form as approved by the Legal Advisory and Conveyancing Office ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後的五個工作天內，於辦公時間到賣方律師行(若買方自行聘請律師，則到有關律師行)簽署一份經由地政總署法律諮詢及田土轉易處("地政總署")批核的標準正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容除得地政總署事先書面批准買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之五之款項及買方須承擔賣方取消正式合約之律師費及有關費用(包括如須繳付之印花稅)。
15. It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("DMC") and the plans to be attached to the DMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the manager of the Development advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (b) to (f) listed above in any case.
於此買賣交易中買方須負責繳付(a)所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (b) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤; (c) 業權文件認正本之一切費用; (d) 本物業的正式合約及轉讓契之圖則費; (e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用; 及 (f) 本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前，按照正式合約及大廈公契及管理合約向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。
17. The sale and purchase of the Property shall be completed within 14 days after the date of the Vendor's notification to the Purchaser that

the Vendor is in a position validly to assign the Property to the Purchaser.

有關本物業的買賣，將於賣方通知買方可以有效將本物業轉讓予買方之日後的十四天內完成。

18. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.
加付訂金、售價的任何部份及餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師行作抬頭人支付。
19. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本合約要素，必須嚴謹遵守。
20. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
21. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方在此保留根據正式合約修改與本物業和/或本發展項目有關的圖則的權利，惟賣方將事先取得政府有關部門的批准(若需要)。
22. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前，買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
23. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼，須立即以書面通知賣方。
24. The Purchaser acknowledges that the air conditioning platform erected outside of the Property does not form part of the Property being purchased under this Preliminary Agreement and form part of the common parts of the Development.
買方確認知悉設於該物業以外的空調機平台並不屬於臨時買賣合約下所買賣的該物業的一部份，該等空調機平台屬於發展項目的公用部份。

Vendor's Estate Agent (Company) 賣方地產代理(公司): 信和地產代理有限公司 Sino Real Estate Agency Limited

Purchaser's Estate Agency (Company) 買方地產代理(公司):

Estate Agent 地產代理:

Estate Agent's Licence (individual) No. 地產代理(個人)牌照號碼:

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白及同意其內容。

Purchaser's Signature

買方簽署

Authorised signature for and on behalf of the

Developer's Sales Agent for Vendor

經授權發展商銷售代理代表簽署

Authorised signature for and on behalf of

the Vendor

經授權賣方代表簽署

Schedule 1

附表一

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

內牆及天花板 Internal wall and ceiling	: 外露部份批盪後再髹乳膠漆 Plastered and painted with emulsion paint to exposed surface
地板 Flooring	: 瓷磚配木牆腳線 Tile with timber skirting
大門 Entrance door	: 木材面板實心木門配防盜眼及門鎖 Timber veneer finish solid core timber door fitted with door viewer and lockset
睡房裝置 Bedroom Fittings	: 木製嵌入式衣櫃(只適用於 B、C 及 E 單位) Wooden built-in wardrobe (applicable to Flat B, C and E only)
浴室 Bathroom	衛生設備; 牆壁: 外露部份鋪砌瓷磚及鏡; 地板: 外露部份鋪砌瓷磚; 天花板: 木及石膏板假天花髹上油漆 Sanitary fitment; Wall: Tile and mirror on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted timber and gypsum board false ceiling
廚房(開放式 廚房) Kitchen (open kitchen)	牆壁: 外露部份鋪砌膠板面板及玻璃板; 地板: 外露部份鋪砌瓷磚; 天花板: 石膏板假天花髹上油漆; 灶台: 實心無縫材料台面; 不銹鋼洗滌盆; 木製廚櫃 Wall: Plastic laminate and glass panel on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted gypsum board false ceiling; Cooking Bench: Solid surface counter worktop; Stainless steel sink unit; Wooden kitchen cabinet
設備 Appliances	分體式空調系統, 天花式抽氣扇, 暖風機, 煤氣熱水爐, 拉趟式抽油煙機, 嵌入式電磁爐, 嵌入式微波燒烤爐, 嵌入式單門雪櫃, 嵌入式洗衣乾衣機 Air-conditioning, Ceiling Exhaust Fan, Thermo Ventilator, Gas Water Heater, Telescopic Hood, Domino 2-zone Induction Hob, Built-in Microwave Oven with Grill, Built-in 1 Door Refrigerator, Built-in Washer Dryer

Schedule 2 附表二

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Floor 樓層 27 **Flat 單位** D

(a) the saleable area of the Property is 本物業的實用面積為-

<u>41.126</u>	平方米 square metres/	<u>443</u>	平方呎，其中 square feet of which -
<u>2.004</u>	平方米 square metres/	<u>22</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	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	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>29.228</u>	平方米 square metres/	<u>315</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

MADISON PARK 一號九龍道

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")

臨時買賣合約(下稱「臨時合約」)

Serial no.編號:

Date 日期: / /

Vendor 賣方: Urban Renewal Authority 市區重建局
 Developer 發展商: Elite Land Development Limited 億立發展有限公司
 Developer's Sales Agent for Sino Real Estate Agency Limited 信和地產代理有限公司
 Vendor 發展商銷售代理: Estate Agents Licence (Company) No. / 地產代理(公司)牌照號碼: C-005086
 Vendor's Solicitors Mayer Brown 孖士打律師行 Tel 電話: 28432211

賣方律師:

Purchaser 買方:

HK I.D./ Business Registration No. 身份證號碼/商業登記證號碼:

Purchaser's Correspondence/Registered Address 買方通訊/註冊地址:

Purchaser's Tel No. 買方電話號碼:

Name & Postal Address of the Development 發展項目名稱及郵寄地址:

Madison Park 一號九龍道

1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558)

長沙灣九龍道1號(新九龍內地段6558號)

Details of the Property (the "Property") 訂購物業("本物業")的資料:

Floor 樓	Flat 室

Payment Term 付款方法:

The Purchase Price of the Property is HK 港幣\$ 元 which shall be paid by the Purchaser to the Vendor in the manner as follows 並須由買方按以下方式付予賣方 -
 本物業的售價為:

Preliminary Deposit HK 港幣\$ 元 which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的5%)，須於簽署本臨時合約時支付。
 臨時訂金

Further Deposit HK 港幣\$ 元 shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.
 加付訂金

須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內支付，以較早者為準。

/ /

Balance Payment HK 港幣\$ 元 shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier.
 售價餘款

須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的14日內支付，以較早者為準。

/ /

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed 按訂約雙方的意向，本臨時合約將會由一份買賣合約("正式合約")取代，正式合約須 -

- (a) by the Purchaser on or before 由買方於 / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (即本臨時合約的簽署日期之後的第五個工作日或之前簽立); 及
 (b) by the Vendor on or before 由賣方於 / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). (即本臨時合約的簽署日期之後的第八個工作日或之前簽立)。

Received the Preliminary Deposit in the sum of 上述所列臨時訂金經已收妥此據
 Cheque / Cashier Order No. 支票 / 本票號碼:

HK\$

Cheque/Cashier Order, subject to Bank Clearance
 交來支票/本票以銀行過數作實

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and following "Other Terms and Conditions" 賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業:

Other Terms and Conditions 其他條款及條件:

1. In this Preliminary Agreement 在本臨時合約中 -
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) "working day" has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 6(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 6(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

(a)“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 (b)“工作日”具有該條例第 2(1)條給予該詞的涵義；
 (c) 第 6(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 (d) 第 6(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
 - (a) this Preliminary Agreement is terminated;
 - (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.

(a) 本臨時合約即告終止；
 (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。
6. The measurements of the Property are as follows 本物業的量度尺寸如下 -
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備如下 -
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
買方已確認收到第 10 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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
就第 9 條而言，“對買方的警告”內容如下 -
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that –
買方須於正式合約中向賣方作出以下協議 –
- (I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever.
不論正式合約其後於任何情況下被取消，賣方有權保留臨時訂金。
- (II) other than entering into a mortgage of the Property, 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 that 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 of the Property.
除本物業之按揭或押記外，在交易買賣完成及簽署本物業轉讓契前，買方不得提名任何人士簽訂接受本物業之轉讓契、轉售本物業或以任何形式轉讓本物業之正式合約之權益或訂立任何協議以達致上述提名、轉售或轉讓的目的。
13. The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in such standard form as approved by the Legal Advisory and Conveyancing Office ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後的五個工作天內，於辦公時間到賣方律師行(若買方自行聘請律師，則到有關律師行)簽署一份經由地政總署法律諮詢及田土轉易處("地政總署")批核的標準正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容除得地政總署事先書面批准買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之五之款項及買方須承擔賣方取消正式合約之律師費及有關費用(包括如須繳付之印花稅)。
15. It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("DMC") and the plans to be attached to the DMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the manager of the Development advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (b) to (f) listed above in any case.
於此買賣交易中買方須負責繳付(a)所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (b) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤; (c) 業權文件認正本之一切費用; (d) 本物業的正式合約及轉讓契之圖則費; (e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用; 及 (f) 本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前，按照正式合約及大廈公契及管理合約向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。
17. The sale and purchase of the Property shall be completed within 14 days after the date of the Vendor's notification to the Purchaser that

the Vendor is in a position validly to assign the Property to the Purchaser.

有關本物業的買賣，將於賣方通知買方可以有效將本物業轉讓予買方之日後的十四天內完成。

18. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.
加付訂金、售價的任何部份及餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師行作抬頭人支付。
19. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本合約要素，必須嚴謹遵守。
20. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
21. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方在此保留根據正式合約修改與本物業和/或本發展項目有關的圖則的權利，惟賣方將事先取得政府有關部門的批准(若需要)。
22. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前，買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
23. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼，須立即以書面通知賣方。
24. The Purchaser acknowledges that the air conditioning platform erected outside of the Property does not form part of the Property being purchased under this Preliminary Agreement and form part of the common parts of the Development.
買方確認知悉設於該物業以外的空調機平台並不屬於臨時買賣合約下所買賣的該物業的一部份，該等空調機平台屬於發展項目的公用部份。

Vendor's Estate Agent (Company) 賣方地產代理(公司): 信和地產代理有限公司 Sino Real Estate Agency Limited

Purchaser's Estate Agency (Company) 買方地產代理(公司):

Estate Agent 地產代理:

Estate Agent's Licence (individual) No. 地產代理(個人)牌照號碼:

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白及同意其內容。

Purchaser's Signature

買方簽署

Authorised signature for and on behalf of the

Developer's Sales Agent for Vendor

經授權發展商銷售代理代表簽署

Authorised signature for and on behalf of

the Vendor

經授權賣方代表簽署

Schedule 1

附表一

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

內牆及天花板 Internal wall and ceiling	: 外露部份批盪後再髹乳膠漆 Plastered and painted with emulsion paint to exposed surface
地板 Flooring	: 瓷磚配木牆腳線 Tile with timber skirting
大門 Entrance door	: 木材面板實心木門配防盜眼及門鎖 Timber veneer finish solid core timber door fitted with door viewer and lockset
睡房裝置 Bedroom Fittings	: 木製嵌入式衣櫃(只適用於 B、C 及 E 單位) Wooden built-in wardrobe (applicable to Flat B, C and E only)
浴室 Bathroom	衛生設備; 牆壁: 外露部份鋪砌瓷磚及鏡; 地板: 外露部份鋪砌瓷磚; 天花板: 木及石膏板假天花髹上油漆 Sanitary fitment; Wall: Tile and mirror on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted timber and gypsum board false ceiling
廚房(開放式 廚房) Kitchen (open kitchen)	牆壁: 外露部份鋪砌膠板面板及玻璃板; 地板: 外露部份鋪砌瓷磚; 天花板: 石膏板假天花髹上油漆; 灶台: 實心無縫材料台面; 不銹鋼洗滌盆; 木製廚櫃 Wall: Plastic laminate and glass panel on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted gypsum board false ceiling; Cooking Bench: Solid surface counter worktop; Stainless steel sink unit; Wooden kitchen cabinet
設備 Appliances	分體式空調系統, 天花式抽氣扇, 暖風機, 煤氣熱水爐, 拉趟式抽油煙機, 嵌入式電磁爐, 嵌入式微波燒烤爐, 嵌入式單門雪櫃, 嵌入式洗衣乾衣機 Air-conditioning, Ceiling Exhaust Fan, Thermo Ventilator, Gas Water Heater, Telescopic Hood, Domino 2-zone Induction Hob, Built-in Microwave Oven with Grill, Built-in 1 Door Refrigerator, Built-in Washer Dryer

Schedule 2 附表二

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Floor 樓層 27 **Flat 單位** D

(a) the saleable area of the Property is 本物業的實用面積為-

<u>41.126</u>	平方米 square metres/	<u>443</u>	平方呎，其中 square feet of which -
<u>2.004</u>	平方米 square metres/	<u>22</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	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	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>29.228</u>	平方米 square metres/	<u>315</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

MADISON PARK 一號九龍道

PRELIMINARY AGREEMENT FOR SALE & PURCHASE ("Preliminary Agreement")
 臨時買賣合約 (下稱「臨時合約」)

Serial no. 編號:
 Date 日期: / /

Vendor 賣方: Urban Renewal Authority 市區重建局
 Developer 發展商: Elite Land Development Limited 億立發展有限公司
 Developer's Sales Agent for Sino Real Estate Agency Limited 信和地產代理有限公司
 Vendor 發展商銷售代理: Estate Agents Licence (Company) No. / 地產代理(公司)牌照號碼: C-005086
 Vendor's Solicitors Mayer Brown 孖士打律師行 Tel 電話: 28432211
 賣方律師:

Purchaser 買方:

HK I.D./ Business Registration No. 身份證號碼 / 商業登記證號碼:

Purchaser's Correspondence/Registered Address 買方通訊/註冊地址: **Purchaser's Tel No. 買方電話號碼:**

Name & Postal Address of the Development 發展項目名稱及郵寄地址:

Madison Park 一號九龍道

1 Kowloon Road, Cheung Sha Wan (New Kowloon Inland Lot No. 6558)
 長沙灣九龍道 1 號(新九龍內地段 6558 號)

Details of the Property (the "Property") 訂購物業("本物業")的資料:

Floor 樓	Flat 室

Payment Term 付款方法:

The Purchase Price of the Property is 本物業的售價為:	HK 港幣\$	元	which shall be paid by the Purchaser to the Vendor in the manner as follows 並須由買方按以下方式付予賣方 -
Preliminary Deposit 臨時訂金	HK 港幣\$	元	which is equal to 5% of the Purchase Price shall be paid upon signing of this Preliminary Agreement (即售價的 5%)，須於簽署本臨時合約時支付。
Further Deposit 加付訂金	HK 港幣\$	元	shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier. 須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的 14 日內支付，以較早者為準。 / /
Balance Payment 售價餘款	HK 港幣\$	元	shall be paid on or before the date below or within 14 days after the date of written notification to the Purchaser that the Vendor is in a position validly to assign the residential property in the Development to the Purchaser, whichever is earlier. 須於以下日子或之前支付，或於賣方向買方發出書面通知書可將發展項目內的住宅物業之業權有效地轉讓予買方的日期後的 14 日內支付，以較早者為準。 / /

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase ("the Agreement") to be executed 按訂約雙方的意向，本臨時合約將會由一份買賣合約("正式合約")取代，正式合約須 -

- (a) by the Purchaser on or before 由買方於 / / (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and (即本臨時合約的簽署日期之後的第五個工作日或之前簽立); 及
 (b) by the Vendor on or before 由賣方於 / / (i.e. the eighth working day after the date on which this Preliminary Agreement is signed). (即本臨時合約的簽署日期之後的第八個工作日或之前簽立)。

Received the Preliminary Deposit in the sum of 上述所列臨時訂金經已收妥此據
 Cheque / Cashier Order No. 支票 / 本票號碼: HK\$ Cheque/Cashier Order, subject to Bank Clearance 交來支票/本票以銀行過數作實

The Vendor agrees to sell and the Purchaser agrees to purchase the Property on the foregoing terms and conditions and following "Other Terms and Conditions" 賣方及買方於此同意根據上述條款及下述其他條款及條件出售及購買本物業:

Other Terms and Conditions 其他條款及條件:

1. In this Preliminary Agreement 在本臨時合約中 -
 - (a) "saleable area" has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
 - (b) "working day" has the meaning given by section 2(1) of that Ordinance;
 - (c) the floor area of an item under clause 6(a) is calculated in accordance with section 8(3) of that Ordinance; and
 - (d) the area of an item under clause 6(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

(a)“實用面積”具有《一手住宅物業銷售條例》(第 621 章)第 8 條給予該詞的涵義；
 (b)“工作日”具有該條例第 2(1)條給予該詞的涵義；
 (c) 第 6(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及
 (d) 第 6(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。
2. The Preliminary Deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。
3. The ad valorem stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的從價印花稅(如有的話)，由買方承擔。
4. The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)，由買方承擔。
5. If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed -
如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 -
 - (a) this Preliminary Agreement is terminated;
 - (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.

(a) 本臨時合約即告終止；
 (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。
6. The measurements of the Property are as follows 本物業的量度尺寸如下 -
Please refer to the "Schedule 2" attached to this Preliminary Agreement. The "Schedule 2" forms part of this Preliminary Agreement.
請參閱隨本臨時合約附上之「附表二」。「附表二」屬本臨時合約一部份。
7. The sale and purchase of the Property includes the fittings, finishes and appliances as follows -
Please refer to the "Schedule 1" attached to this Preliminary Agreement. The "Schedule 1" forms part of this Preliminary Agreement.
本物業買賣所包括的裝置、裝修物料及設備如下 -
請參閱隨本臨時合約附上之「附表一」。「附表一」屬本臨時合約一部份。
8. Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.
在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。
9. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 10 and fully understands its contents.
買方已確認收到第 10 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。
10. For the purposes of clause 9, the following is the "Warning to Purchasers" -
就第 9 條而言，“對買方的警告”內容如下 -
 - (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。
 - (b) You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。
 - (c) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。
 - (d) If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

- (e) You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。
11. Notwithstanding that a term of this Preliminary Agreement purports to confer a benefit on any person who is not a party to this Preliminary Agreement, a person who is not a party to this Preliminary Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provision of this Preliminary Agreement.
儘管本臨時合約的某條款看來是賦予任何非本臨時合約一方的人士一項利益，非本臨時合約一方的人士無權根據《合約(第三者權利)條例》(第 623 章)強制執行本臨時合約的任何條文或享有本臨時合約的任何條文的利益。
12. The Purchaser will have to agree with the Vendor in the Agreement to the effect that –
買方須於正式合約中向賣方作出以下協議 –
(I) the Vendor is entitled to keep the Preliminary Deposit if the Agreement is later cancelled in any way whatever.
不論正式合約其後於任何情況下被取消，賣方有權保留臨時訂金。
(II) other than entering into a mortgage of the Property, 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 that 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 of the Property.
除本物業之按揭或押記外，在交易買賣完成及簽署本物業轉讓契前，買方不得提名任何人士簽訂接受本物業之轉讓契、轉售本物業或以任何形式轉讓本物業之正式合約之權益或訂立任何協議以達致上述提名、轉售或轉讓的目的。
13. The Purchaser shall attend the office of the Vendor's Solicitors (or the office of his own solicitors if he shall have instructed his own solicitors) within 5 working days after the date hereof during office hours to sign the Agreement of the Property prepared by the Vendor's Solicitors in such standard form as approved by the Legal Advisory and Conveyancing Office ("LACO") in respect of which none of the terms of the Agreement is permitted to be altered in any way without prior written approval of LACO. Only the Purchaser who has signed this Preliminary Agreement will be permitted to sign the Agreement.
買方須於簽訂本臨時合約後的五個工作天內，於辦公時間到賣方律師行(若買方自行聘請律師，則到有關律師行)簽署一份經由地政總署法律諮詢及田土轉易處("地政總署")批核的標準正式合約，該正式合約是由賣方律師所訂有關本物業的正式合約。該正式合約內容除得地政總署事先書面批准買方一概不得更改。只有簽署本臨時合約之買方才能夠簽署正式合約。
14. The Agreement will provide that in the event of the Vendor, at the request of the Purchaser, agreeing at the Vendor's own discretion to cancel the sale and purchase by way of cancellation agreement or any other means which has the effect of cancelling the Agreement or the obligations of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the Purchase Price of the Property and in addition, the Purchaser shall be liable for all legal costs, charges or disbursements (including stamp duty, if any) incurred by the Vendor in connection with the cancellation of the sale and purchase.
正式合約將訂明：如賣方就買方之要求按賣方酌情同意以合約或以其他任何方式取消正式合約或買方在正式合約下之責任，賣方有權於買方已付之樓價中保留相等於本物業售價百分之五之款項及買方須承擔賣方取消正式合約之律師費及有關費用(包括如須繳付之印花稅)。
15. It is hereby agreed and declared by the Purchaser and the Vendor that this Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party in any manner whatever. No attorney, trustee or nominee of any kind of the Purchaser will be accepted by the Vendor for the purpose of signing the Agreement except a named attorney (without any power or right of substitution) with a specific power only to sign the Agreement in the name and on behalf of the Purchaser. Where the Purchaser is/are a company(ies), the Preliminary Agreement and the Agreement shall be signed by the same director(s) and the Purchaser shall not make or permit any change in any of the directors, shareholders or their shareholding in the Purchaser before execution of the Agreement and payment of the part payment of the Purchase Price payable upon signing of the Agreement.
買賣雙方同意並聲明本臨時合約只適用於買方本人，買方無權要求賣方與任何其他人士簽訂正式合約，亦無權以任何形式向第三方轉讓本臨時合約的利益。賣方並不接受買方任何形式之獲授權人、受托人或獲提名人代買方簽署正式合約。除非該名獲授權人(但不能有任何代替之權利)擁有之指定權限只限於以買方名義代買方簽署正式合約。買方為公司者，須由相同之董事簽署臨時合約及正式合約，並於簽妥正式合約及未繳付於簽訂正式合約時須繳付的部份售價前不得變更或容許變更公司之董事或股東或其持股量。
16. The Purchaser shall solely bear and pay (a) all legal costs and disbursements for the preparation, execution, stamping, completion and registration of this Preliminary Agreement, the Agreement and the Assignment and (b) a due proportion of the costs for the preparation of the Deed of Mutual Covenant and Management Agreement ("DMC") and the plans to be attached to the DMC, (c) all costs for preparing certified copies of title deeds and documents of the Property, (d) all plan fees for plans to be annexed to the Agreement and the Assignment, (e) all stamp duty (including without limitation special stamp duty, buyer's stamp duty and ad valorem stamp duty), registration fee and other disbursements on this Preliminary Agreement, the Agreement and the Assignment, and (f) all legal and other costs and disbursements in respect of any mortgage (if any) in respect of the Property. The Purchaser shall also, before being entitled to possession of the Property on completion, reimburse or pay to the Vendor or the manager of the Development advance payment of management fees, management fee deposits, debris removal fee, Special Fund and other miscellaneous deposit(s)/fund(s), etc. in accordance with the Agreement and the DMC. If the Purchaser instructs another firm of solicitors to act for him in the Agreement, the Mortgage or the subsequent Assignment, each of the Vendor and the Purchaser shall pay its own solicitors' cost and disbursements of and incidental to the preparation, completion, stamping and registration of the Agreement and the subsequent Assignment. For the avoidance of doubt, the Purchaser shall be responsible for the payment of items (b) to (f) listed above in any case.
於此買賣交易中買方須負責繳付(a)所有有關擬備、簽訂、加蓋印花、完成交易及登記本臨時合約、正式合約及轉讓契的買方律師費及墊付費用及 (b) 有關草擬大廈公契及管理合約費用及附於該文件之圖則之費用的適當分攤; (c) 業權文件認正本之一切費用; (d) 本物業的正式合約及轉讓契之圖則費; (e) 一概有關本臨時合約、正式合約及轉讓契之印花稅(包括但不限於額外印花稅、買家印花稅及從價印花稅)、登記費及其他支出費用; 及 (f) 本物業按揭(如有)之法律費用及其他支出。買方須在成交收樓之前，按照正式合約及大廈公契及管理合約向賣方或發展項目的管理人補還或繳付管理費上期預繳金額、管理費按金、裝修泥頭清理費、特別基金及其他按金/基金等。如果買方聘請其他律師而非由賣方的代表律師代表處理正式合約、按揭及轉讓契事宜，則買賣雙方須負擔及支付各自的有關律師費和其他雜費。為免生疑，買方在任何情況下均需負責支付上述 (b) 至 (f) 項。
17. The sale and purchase of the Property shall be completed within 14 days after the date of the Vendor's notification to the Purchaser that

the Vendor is in a position validly to assign the Property to the Purchaser.

有關本物業的買賣，將於賣方通知買方可以有效將本物業轉讓予買方之日後的十四天內完成。

18. All further deposits, part payments of the Purchase Price and the balance of the Purchase Price and stamp duty shall be paid by the Purchaser by way of a cashier's order issued or a cheque certified good for payment by a licensed bank in Hong Kong in favour of the Vendor's solicitors for the relevant amount.
加付訂金、售價的任何部份及餘款及印花稅，必須以香港持牌銀行所發出的本票或書面保付的支票，並以賣方律師行作抬頭人支付。
19. Time shall in every respect be of the essence of this Preliminary Agreement.
本臨時合約所列之時間或時限乃本合約要素，必須嚴謹遵守。
20. The Purchaser shall raise no objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.
若賣方在本物業的權益屬衡平法權益而非法定產業權，買方不得提出反對。
21. The Vendor hereby reserves the right to amend the relevant plans in respect of the Property and/or the Development in accordance with the provisions of the Agreement provided that the Vendor shall have obtained the prior approval (if required) from the relevant governmental authority/authorities.
賣方在此保留根據正式合約修改與本物業和/或本發展項目有關的圖則的權利，惟賣方將事先取得政府有關部門的批准(若需要)。
22. This Preliminary Agreement is not preceded by any unwritten sale agreement or agreement for sale, made between the same parties hereto and on the same terms and conditions hereof.
本臨時合約簽訂前，買賣雙方並無以相同條款訂立任何非書面買賣協議或買賣協議。
23. The Purchaser shall inform the Vendor forthwith in writing of any changes in correspondence address or telephone number.
買方如有更改通訊地址或電話號碼，須立即以書面通知賣方。
24. The Purchaser acknowledges that the air conditioning platform erected outside of the Property does not form part of the Property being purchased under this Preliminary Agreement and form part of the common parts of the Development.
買方確認知悉設於該物業以外的空調機平台並不屬於臨時買賣合約下所買賣的該物業的一部份，該等空調機平台屬於發展項目的公用部份。

Vendor's Estate Agent (Company) 賣方地產代理(公司): 信和地產代理有限公司 Sino Real Estate Agency Limited

Purchaser's Estate Agency (Company) 買方地產代理(公司):

Estate Agent 地產代理:

Estate Agent's Licence (individual) No. 地產代理(個人)牌照號碼:

The Purchaser has read this Preliminary Agreement and fully understands and agrees the contents of this Preliminary Agreement.

買方已細閱此臨時合約，並完全明白及同意其內容。

Purchaser's Signature

買方簽署

Authorised signature for and on behalf of the

Developer's Sales Agent for Vendor

經授權發展商銷售代理代表簽署

Authorised signature for and on behalf of

the Vendor

經授權賣方代表簽署

Schedule 1

附表一

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

內牆及天花板 Internal wall and ceiling	: 外露部份批盪後再髹乳膠漆 Plastered and painted with emulsion paint to exposed surface
地板 Flooring	: 瓷磚配木牆腳線 Tile with timber skirting
大門 Entrance door	: 木材面板實心木門配防盜眼及門鎖 Timber veneer finish solid core timber door fitted with door viewer and lockset
睡房裝置 Bedroom Fittings	: 木製嵌入式衣櫃(只適用於 B、C 及 E 單位) Wooden built-in wardrobe (applicable to Flat B, C and E only)
浴室 Bathroom	衛生設備; 牆壁: 外露部份鋪砌瓷磚及鏡; 地板: 外露部份鋪砌瓷磚; 天花板: 木及石膏板假天花髹上油漆 Sanitary fitment; Wall: Tile and mirror on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted timber and gypsum board false ceiling
廚房(開放式 廚房) Kitchen (open kitchen)	牆壁: 外露部份鋪砌膠板面板及玻璃板; 地板: 外露部份鋪砌瓷磚; 天花板: 石膏板假天花髹上油漆; 灶台: 實心無縫材料台面; 不銹鋼洗滌盆; 木製廚櫃 Wall: Plastic laminate and glass panel on exposed surfaces; Floor: Tile on exposed surfaces; Ceiling: Painted gypsum board false ceiling; Cooking Bench: Solid surface counter worktop; Stainless steel sink unit; Wooden kitchen cabinet
設備 Appliances	分體式空調系統, 天花式抽氣扇, 暖風機, 煤氣熱水爐, 拉趟式抽油煙機, 嵌入式電磁爐, 嵌入式微波燒烤爐, 嵌入式單門雪櫃, 嵌入式洗衣乾衣機 Air-conditioning, Ceiling Exhaust Fan, Thermo Ventilator, Gas Water Heater, Telescopic Hood, Domino 2-zone Induction Hob, Built-in Microwave Oven with Grill, Built-in 1 Door Refrigerator, Built-in Washer Dryer

Schedule 2 附表二

In this Schedule, only the measurements of the property(ies) selected to be purchased by the Purchaser under this Preliminary Agreement shall be applicable to this Preliminary Agreement:

於本附表中，只有屬於買方於本臨時合約中選購之物業之量度尺寸方適用於本臨時合約：

Floor 樓層 27 **Flat 單位** D

(a) the saleable area of the Property is 本物業的實用面積為-

<u>41.126</u>	平方米 square metres/	<u>443</u>	平方呎，其中 square feet of which -
<u>2.004</u>	平方米 square metres/	<u>22</u>	平方呎為露台的樓面面積 square feet is the floor area of the balcony;
<u>1.500</u>	平方米 square metres/	<u>16</u>	平方呎為工作平台的樓面面積 square feet is the floor area of the utility platform;
<u>--</u>	平方米 square metres/	<u>--</u>	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	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
窗台的面積為 the area of the bay window is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
閣樓的面積為 the area of the cockloft is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
平台的面積為 the area of the flat roof is	<u>29.228</u>	平方米 square metres/	<u>315</u>	平方呎 square feet;
花園的面積為 the area of the garden is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
停車位的面積為 the area of the parking space is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
天台的面積為 the area of the roof is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
梯屋的面積為 the area of the stairhood is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
前庭的面積為 the area of the terrace is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet;
庭院的面積為 the area of the yard is	<u>--</u>	平方米 square metres/	<u>--</u>	平方呎 square feet.

**WARNING TO PURCHASERS
PLEASE READ CAREFULLY**

**對買方的警告
買方請小心閱讀**

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

1. 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。
2. 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。
3. 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。
4. 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。
5. You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor’s solicitor, to protect your interests.
你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

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

Dated this _____ day of _____
公曆 _____ 年 _____ 月 _____ 日

Signature(s) of Purchaser(s) 買方簽署：_____

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。

Defects Warranty Letter**保證修繕缺漏函**

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方: _____

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼: _____

Date 日期: _____

We refer to your purchase of the Property. Subject to and conditional upon your completion of the purchase of the Property directly from Urban Renewal Authority (the “Owner”), in all aspects in accordance and in compliance with the formal Agreement for Sale and Purchase made between you and the Vendor (“ASP”) and becoming the registered owner of the Property, Elite Land Development Limited (“the Person so Engaged”), the person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development, is prepared to, but not in derogation from your rights under the ASP, at its own cost and as soon as reasonably practicable after its receipt of a written notice served by you within 3 years from the date of issuance of the certificate of compliance of the Development or consent to assign in respect of the relevant part of the Development in which the Property forms part (the “Time Limit”), whichever is earlier, remedy any defects to the Property (caused otherwise than by any act or neglect of you or your agent, contractor or resident, occupier or visitor of the Property), provided that:

本函是有關閣下購買該物業之事宜。在閣下按照閣下與市區重建局(「擁有人」)簽訂之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從賣方買入該物業及成為該物業之註冊業主為前提下，億立發展有限公司(「如此聘用的人」)，即獲賣方聘用作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，將在不減損閣下於正式合約下之權利下，將於收到閣下於發展項目滿意紙或包括該物業之有關發展項目部份之轉讓同意書發出日起計的3年內(以較早者計)(「時限」)所發出的書面通知後，在合理地切實可行的範圍內盡快自費就該物業欠妥之處作出補救(閣下或閣下的代理人、承辦商或該物業的住客、使用者或訪客的行為或疏忽所導致除外)，惟前提是：

1. You shall give prompt written notice to the Person so Engaged within the Time Limit specifying the defects to the Property that should be ascertainable upon reasonable inspection. 閣下須盡快在時限內書面通知如此聘用的人有關該物業的欠妥之處，該欠妥之處應為在合理檢查下可以被確定。
2. The Person so Engaged shall, at its own cost (by its contractor or by procuring other responsible parties) and as soon as reasonably practicable after receipt of your written notice served within the Time Limit, remedy the defects stated therein. The Person so Engaged shall not be liable by reason of this obligation to any person(s) for any consequential loss or any loss of use of the Property or any fittings, finishes or appliances therein specified in the Sales Brochure (Printing Date: 13th August 2018). 如此聘用的人當收到於時限內發出的書面通知後，須要在合理地切實可行的範圍內，盡快自費(由其承包商或促使其他相關負責人士)就閣下於書面通知內列出的欠妥之處作出補救。如此聘用的人不須因此責任而向任何人士承擔任何因未能使用該物業或其售樓說明書(印刷日期: 2018年8月13日)中列出之裝置、裝修物料及設備的損失或其相應而生的損失。
3. This obligation does not cover any electrical appliances, furniture, plants or landscaping in, sold with the Property, nor to any wear and tear of the Property or any matter added to the Property after the completion of the sale and purchase. 此項責任不包括任何位於該物業內或隨該物業出售的電器、傢俱、花草植物或園藝設計，亦不包括任何該物業之損耗及在買賣完成後所增的事物。
4. The rights or benefits conferred on you upon the terms and conditions of this letter shall be personal to you solely and are non-assignable and non-transferable and will terminate automatically when you sell/transfer or contract to sell/transfer the Property. In any event the Person so Engaged shall not be liable to your sub-purchaser(s), nominee(s) or assignee(s). 本函賦予閣下之權利或利益只屬閣下個人的，不得轉讓或轉移。當閣下出售/轉讓該物業或簽訂有關協議，該等權利及利益將會自動終止。如此聘用的人在任何情況下均不須向閣下之轉購人、被提名人或承讓人負責。
5. This obligation is given on an entirely without prejudice basis and as a gesture of goodwill of the Person so Engaged. For the avoidance of doubt, the Person so Engaged bears no liability to the Purchaser for any failure to perform this obligation. In case of any dispute in relation to this obligation of the Person so Engaged herein mentioned, the decision of the Person so Engaged shall be final and binding on you. 此項責任是在完全無損如此聘用的人及買賣雙方基礎及純為如此聘用的人之良好商譽而提供。為免生疑問，如此聘用的人無須為未能履行此項責任向買方負上任何責任或賠償任何損失。如對如此聘用的人於此項責任有任何爭議，如此聘用的人享有最終及具約束力的決定權。
6. Without prejudice to the generality of the foregoing, this obligation is not applicable to any defects caused by vandalism, wrongful act or negligence or normal fair wear and tear and the Person so Engaged is not responsible for the remedy of any defects arising out of or resulting from improper operation or maintenance, or for defect or damage aggravated through failure or delay in giving notice to the Person so Engaged. This obligation shall no longer be applicable if and when the subject matter of the defects has been altered, relocated or otherwise modified or varied, sold or disposed of. 在無損上述條款的通用性為前提下，此項責任是不包括任何蓄意、錯誤或疏忽或正常損耗造成的損壞，且如此聘用的人不會對因不恰當使用或管理造成、和因閣下未能及時通知如此聘用的人而加深的損壞作出執修。若閣下把該等有欠妥之處的事物更改或修改、重新安置、出售或丟棄，此項責任將會終止。

7. This obligation of the Person so Engaged is conditional on the Purchaser giving to the Person so Engaged and/or its authorized representative reasonable access to the Property. 如此聘用的人的責任須符合一項先決條件，即買方須讓如此聘用的人或其授權代理人合理地進入該物業。
8. This letter is independent of the Preliminary Agreement for Sale and Purchase of the Property (“PASP”) and ASP. Nothing herein shall supersede, vary or modify any terms or conditions of the PASP or the ASP. This letter shall not be construed to affect or prejudice the obligations, rights and remedies of the Vendor or you under the PASP or the ASP. In case the Person so Engaged fails to observe or perform any of its obligations in this letter, the operation, validity or enforceability of any provision in the PASP or the ASP will not in any way be prejudiced, varied or affected, and you shall remain liable to and be bound to observe and perform all the terms and conditions in the PASP and the ASP. 本函獨立於有關該物業之臨時買賣合約（「臨時合約」）及正式合約（「正式合約」），其任何內容均不取代、改變或修改臨時合約或正式合約中任何條款。本函不應被解釋為影響或損害臨時合約或正式合約下賣方或閣下之責任、權利或補償。倘如此聘用的人未能遵守或履行其在本函下之任何責任，臨時合約或正式合約中任何條款將不受影響、並維持不變、依舊有效及可予執行，而閣下仍有責任遵守及履行臨時合約及正式合約所有條款並受其約束。
9. In case of any dispute in relation to any terms and conditions of this letter, the Person so Engaged shall have the right of final decision. 與本函任何條款有關的任何爭議，概由如此聘用的人享有最終決定權。
10. The parties do not intend any term of this letter to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the “CRTPO”) and agree that this letter shall be excluded from the application of the CRTPO. 各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」)強制執行本函下任何條款，並且同意排除該條例對本函的適用。
11. The Chinese translation of this letter is for reference purposes only. In case of any discrepancy, the English version shall prevail. 本函中文譯本僅供參考，如與英文版本有歧義，概以英文版本為準。

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. 經適當及仔細考慮本函內容後，本人／我等同意接受本函所有條款並受其約束。

Signed by the Purchaser(s)
買方簽署

Signed for and on behalf of the Person so Engaged 代表如此聘用的人-
銷售代理簽署
Sino Real Estate Agency Ltd. 信和地產代理有限公司

Note 備註:

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

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

Acknowledgement for receipt of documents relating to the purchase of the Property
有關購買該物業文件之收取文件確認函

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road , Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

I/We hereby acknowledge the receipt of the following information and documents relating to my/our purchase of the Property:

我/我們等確認已收到以下有關我/我們購買該物業之資料及文件：

- 1. Form of Tender 投標表格
- 2. Preliminary Agreement for Sale and Purchase 臨時買賣合約
- 3. Warning to Purchasers (provided per Residential Properties (First-hand Sales) Ordinance and Practice Direction of the Law Society of Hong Kong)
對買方的警告(按《一手住宅物業銷售條例》及香港律師會執業指引提供)
- 4. Declaration in Relation to Intermediary
有關中介人的聲明
- 5. Defects Warranty Letter 保證修繕缺漏函
- 6. Purchaser’s Acknowledgement relating to Open Kitchen 有關開放式廚房之買方確認函
- 7. Layout and Cross-Section Plans of the Property 該物業平面圖及橫截面圖
- 8. Purchaser Particulars Form 買家資料表格
- 9. Table for Legal Fees and Disbursements (with stamp duty calculation) and Notice to Purchaser issued by the Solicitors 律師服務收費及支出表(附印花稅計算方法)及律師事務所發出之買方須知
- 10. Sales Brochure 售樓說明書
- 11. Acknowledgement Letter Regarding Stamp Duty 關於印花稅之確認書
- 12. 物業參觀確認函 Acknowledgement Letter for Properties Viewing
- 13. 賣方資料表格 Vendor’s Information Form
- 14. Personal Information Collection Statement 個人資料收集聲明
- 15. Other Document(s)/Supplemental Terms 其他文件/附帶條件 : Notes to purchasers of first-hand residential properties 一手住宅物業買家須知

Signature(s) of Purchaser(s) 買方簽署

Note 備註:

* “Owner” means the legal or beneficial owner of the Property. 「擁有人」指該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。

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

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 物業: Floor 樓層 ___ Flat 室 ___

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

The Purchaser(s) hereby declare that _____ of _____ (EA Licence No. _____) (“the Intermediary”) has introduced the Purchaser(s) to the sales office for the purchase of the Property under a Preliminary Agreement for Sale and Purchase under reference no. _____.

買方確認經由 _____ 之 _____ (地產代理牌照號碼 _____) (後稱「中介人」) 介紹到售樓處簽署臨時買賣合約(編號為 _____) 購買上述物業。

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

- The Vendor only requests the Intermediary and the Intermediary acknowledges that its role is simply to introduce purchaser(s) to the Vendor in the sale of residential units in the Development. The Intermediary is not the agent of the Vendor.
賣方只要求中介人，而中介人在此亦確認其身份只是於出售發展項目住宅單位一事中介介紹買家給賣方，中介人並非賣方的代理人。
- The Intermediary did not make and is not authorized by the Vendor to make any oral or written agreement, promise, warranty or representation or to take up any responsibility or liability on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser(s) or anyone for any such agreements, promises, warranties or representations made by the Intermediary or for the performance of any of the same on behalf of the Intermediary.
中介人並無作出亦沒有獲賣方授權代表賣方作出任何口頭或書面的協議、承諾、保證或陳述或代賣方應允任何承擔或責任，及無論在任何情況下，賣方不須向買方或任何其他他人為中介人所作出的任何協議、承諾、保證或陳述而負責，亦不須代中介人履行其作出的任何協議、承諾、保證或陳述。
- The Vendor and their 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, provision of information or copies of documents, etc. from the Purchaser(s) or the Intermediary. If there are any person(s) alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser(s) in connection with the sale and purchase of the Property, the Purchaser(s) should report the case to the Independent Commission Against Corruption.
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。如有任何人士以賣方僱員或代理之名義，在買方購買上述物業時向買方索取任何利益（金錢或其他）時，買方應向廉政公署舉報。
- The Vendor did not and will not authorize the Intermediary to collect any fees or commissions from the Purchaser(s). If the Intermediary does so collect any fees or commissions from the Purchaser(s), the Vendor will not (and the Intermediary hereby expressly agrees that the Vendor will not) pay any fees or commissions to the Intermediary in relation to the sale of the Property. 賣方並無亦不會授權中介人向買方收取任何費用或佣金。如中介人擅自向買方收取任何費用或佣金，賣方將不會(而中介人在此亦同意賣方將不會繳付)向中介人繳付有關上述物業的買賣的任何費用或佣金。
- The Vendor is not and will not be involved in any disputes between the Purchaser(s) and the Intermediary. The sale and purchase of the Property shall proceed strictly in accordance with the terms and conditions as set out in the Preliminary Agreement for Sale and Purchase and the formal Agreement for Sale and Purchase.
買方與中介人之任何糾紛一概與賣方無關。上述物業之買賣交易一切依據臨時買賣合約及正式買賣合約進行。
- In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall prevail.
如本文件之中英文本有任何出入，一切以英文為準。

買方簽署
Signed by the Purchaser(s)

中介人簽署
Signed by the Intermediary

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。

Urban Renewal Authority and Elite Land Development Limited
市區重建局及億立發展有限公司
Personal Information Collection Statement 個人資料收集聲明

Collection of your personal information 收集閣下的個人資料

From time to time, it is necessary for you to supply Urban Renewal Authority and Elite Land Development Limited (collectively, “we”, “us” or “our”) or our agent(s) with your personal information and particulars in connection with provision of services and products, including handling your property transaction(s). We may not be able to provide the services and products requested by you without the necessary information and particulars.

市區重建局及億立發展有限公司(統稱「我們」)為提供服務及產品(包括處理閣下的物業交易)，需要閣下不時向我們或我們的代理人提供閣下的個人資料及詳情。若沒有所需的資料及詳情，我們可能無法提供閣下要求的服務及產品。

We may also generate and compile information about you. Personal information and particulars provided by you or generated and compiled by us about you from time to time is collectively referred to as “Your Information”.

我們亦可能產生及編製有關閣下的資料。閣下提供的或我們不時產生及編製有關閣下的個人資料及詳情統稱為「閣下資料」。

This Statement sets out the purposes for which Your Information may be used, what you are agreeing to with respect to our use of Your Information and your rights under the Personal Data (Privacy) Ordinance, Cap 486 (“Ordinance”).

本聲明列出閣下資料可能被用作的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章)(「條例」)的權利。

Purposes for which Your Information may be used by Urban Renewal Authority and Elite Land Development Limited 閣下資料可能被市區重建局及億立發展有限公司用作的用途

We may use Your Information for one or more of the following purposes from time to time:

我們可能不時使用閣下資料用作下列一個或多個用途：

- (i) Handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
處理閣下的物業交易，包括準備文件和作出任何必要的安排以完成交易；
- (ii) Where mortgages, second mortgages, credit facilities or financial accommodation are sought by you, liaising with the mortgagee(s) or provider(s) of credit facilities or financial accommodation to process the same;
如閣下尋求按揭、第二按揭、信貸融資或財務融通，與承按人或信貸融資或財務融通提供者聯絡以處理閣下的申請；
- (iii) Handling your applications or requests for services, products, memberships or benefits;
處理閣下就服務、產品、會籍或利益的申請或要求；
- (iv) Facilitating property management and security;
促進物業管理及保安；
- (v) Conducting statistical research and analysis (the outcome of which will not reveal your identity);
進行統計研究和分析(統計研究及分析結果將不會揭露閣下的身分)；
- (vi) Communicating with you;
與閣下溝通；
- (vii) Investigating and handling complaints;
調查及處理投訴；
- (viii) Preventing or detecting illegal or suspicious activities; and
預防或偵測非法或可疑活動；及
- (ix) Making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.
在香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求下作出披露。

Purposes for which Your Information may be used by Elite Land Development Limited 閣下資料可能被億立發展有限公司用作的用途

Elite Land Development Limited may use Your Information for one or more of the following purposes from time to time:
億立發展有限公司可能不時使用閣下資料作下列一個或多個用途：

- (i) Providing you with and administering offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits whether of a financial nature, in the form of gifts or otherwise; and
向閣下提供及管理優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益(不論屬財務性質或以贈品或其他形式提供);及
- (ii) Marketing services, properties, property developments, products and other subjects (please see further details in “Use of Your Information in direct marketing” section below).
促銷服務、物業、物業發展項目、產品及其他標的(詳情請參閱以下「在直接促銷中使用閣下資料」部分)。

Transfer of Your Information 轉移閣下資料

To facilitate the purposes set out above, we may disclose or transfer Your Information to the following parties (whether within or outside Hong Kong) except that any transfer of Your Information to another person for it to use in direct marketing will be subject to “Use of Your Information in direct marketing” section below. Your Information may be transferred outside Hong Kong :

為促進上述用途，我們可能於香港境內或境外轉移或披露閣下資料予下列各方，但任何轉移或披露閣下資料予其他人士以供其在直接促銷中使用將受以下「在直接促銷中使用閣下資料」部份所限。閣下資料可能被轉移至香港境外：

- (i) Any associate corporation(s) of Elite Land Development Limited;
億立發展有限公司的任何有聯繫法團;
- (ii) Any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
閣下向其尋求按揭、第二按揭、信貸融資或財務融通的任何人士;
- (iii) Any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
任何代理人、承包商或就我們的業務運作向我們提供行政、電訊、電腦或其他服務的第三方服務供應商;
- (iv) Any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
對我們有保密責任的任何人士，包括我們的會計師、法律顧問或其他專業顧問;
- (v) Any person involved in your property transaction; and
閣下物業交易涉及的任何人士;及
- (vi) Any person to whom we are required to make disclosure under law, court order, direction, code or guideline applicable in or outside Hong Kong.
我們根據香港境內或境外適用的任何法律、法院命令、指令、守則或指引要求需要向其作出披露的任何人士。

Use of Your Information in direct marketing 在直接促銷中使用閣下資料

We may not (i) use Your Information in direct marketing unless you consent or do not object, or (ii) provide Your Information to another person for its use in direct marketing unless you consent or do not object in writing.

(i)除非閣下同意或不反對，我們方可在直接促銷中使用閣下資料，及(ii)除非閣下書面同意或不反對，我們方可向其他人士提供閣下資料以供其在直接促銷中使用。

In connection with direct marketing, we intend :

就直接促銷，我們有意：

- (a) To use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;
使用我們不時收集、產生、編製或持有的閣下姓名、聯絡詳情、服務及產品組合資料、財務背景及人口數據;
- (b) To market the following classes of services and products to you :
向閣下促銷以下類別的服務及產品：
 - (1) Properties or property developments offered by Urban Renewal Authority or Elite Land Development Limited or any of its associated corporation(s);
市區重建局或億立發展有限公司或其任何有聯繫法團提供的物業或物業發展項目;
 - (2) Services and products offered by Urban Renewal Authority or Elite Land Development Limited or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services);
市區重建局或億立發展有限公司或其任何有聯繫法團提供的服務及產品(包括地產代理服務、信貸融資

- 及財務服務);
- (3) Offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by Urban Renewal Authority or Elite Land Development Limited or any of its associated corporation(s); and 市區重建局或億立發展有限公司或其任何有聯繫法團提供的優惠、會籍、獎賞、推廣、折扣、特惠、便利或利益;及
- (4) Donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities.
為慈善或非牟利用途的捐款或捐贈，或企業社會責任節目或活動。

If you do NOT wish us to use Your Information in direct marketing or provide Your Information to other persons for their use in direct marketing as described above, please tick (✓) the appropriate box(es) at the end of this Statement to exercise your opt-out right. You may also write to us at the address set out in “Access to and correction of Your Information” section below to opt out from direct marketing at any time.

如閣下不欲我們如上述在直接促銷中使用閣下資料或向其他人提供閣下資料以供其在直接促銷中使用，煩請在本聲明末端適當的方格內加入剔號(✓)行使閣下選擇不接受直接促銷的權利。閣下亦可在任何時候致函以下「查閱及改正閣下資料」部分所列地址選擇不接受直接促銷。

Access to and correction of Your Information 查閱及改正閣下資料

You have the right to request access to and correction of Your Information in accordance with the provisions of the Ordinance. Any data access request or data correction request may be made in writing to Urban Renewal Authority at 26th Floor, COSCO Tower, 183 Queen’s Road Central, Hong Kong and Elite Land Development Limited at 12th Floor, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以以書面形式向我們提出，市區重建局的地址為香港皇后大道中 183 號中遠大廈 26 樓及億立發展有限公司的地址為香港九龍尖沙咀梳士巴利道尖沙咀中心 12 樓。

In accordance with the provisions of the Ordinance, we have the right to charge you a reasonable fee for processing and complying with your data access request.

根據條例中的條款，我們有權就處理及符合閣下的查閱資料要求收取合理費用。

I have read and I understand this Personal Information Collection Statement, including the information about the use and transfer of my personal data for direct marketing. I understand that I have the right to opt out from such use or transfer by ticking (✓) the box(es) below. If I do not tick the relevant box, Urban Renewal Authority and Elite Land Development Limited may use my personal data in direct marketing or provide my personal data to other persons for their use in direct marketing (as the case may be), as more particularly set out in “Use of Your Information in direct marketing” section above.

本人已閱讀及明白本個人資料收集聲明，包括使用及轉移本人的個人資料作直接促銷用途有關的資訊。本人明白本人有權在下列方格內加上剔號(“✓”)表示拒絕該等使用或轉移。若本人不在有關方格內加上剔號(“✓”)，市區重建局及億立發展有限公司或會在直接促銷中使用本人的個人資料或將本人的個人資料提供予其他人士以供其在直接促銷中使用(視情況而定)，有關詳情請參閱以上「在直接促銷中使用閣下資料」部份。

- Please do NOT send direct marketing information to me.
請不要向我發送直接促銷資料。
- Please do NOT provide my personal data to other persons for their use in direct marketing.
請不要將本人的個人資料提供予其他人士以供其在直接促銷中使用。

Signature 簽署: _____

Name 姓名:

Date 日期:

樓 Floor _____ 室 Flat _____

有否購入發展項目的其他單位 Also purchased other flat(s) in the Development?: Yes 是 / No 否 (Please “✓” 請選擇)

如有 If yes: 樓層 Floor _____ 室 Flat(s) _____:

付款方法 Payment Terms : _____

買家姓名 Purchaser(s) Name: _____ 香港身份證/護照號碼/商業登記證號碼
HKID No(s)/Passport No(s)/Business
Registration No(s). _____ 電話號碼 Phone No: _____

(1) _____

(2) _____

通訊地址 Address: _____

閣下是否協助銷售上述項目及持有由地產代理監管局所發出之有效地產代理牌照之任何地產代理/中介人 Are you a staff member of any agency / sub-agency with valid EAA licence issued by Estate Agents Authority and participate in the sales of the captioned project?: Yes 是 / No 否 (Please “✓” 請選擇)

(II) 有關連人士購入單位申報 Declaration of related party:

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

Are you “a related party to a vendor” for the purpose of the Residential Properties (First-hand Sales) Ordinance (the “Ordinance”) (see notes) 就《一手住宅物業銷售條例》(「條例」)而言，買方是否屬「賣方的有關連人士」(見備註)?

Yes 是 / No 否 (Please “✓” 請選擇)

Notes 備註

(1) In respect of the Development and for the purpose of the Residential Properties (First-hand Sales) Ordinance (the “Ordinance”), a person is a related party to a vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

就發展項目及《一手住宅物業銷售條例》(「條例」)而言，如有以下情況，某人即屬賣方的有關連人士：該人是(i)該賣方的董事，或該董事的父母、配偶或子女；(ii)該賣方的經理；(iii)上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；(iv)該賣方的有聯繫法團或控股公司；(v)上述有聯繫法團或控股公司的董事，或該董事的父母、配偶或子女；或(vi)上述有聯繫法團或控股公司的經理。

(2) “Vendor” in respect of the Development means each of (i) Urban Renewal Authority (as the legal and beneficial owner of the unit purchased by the Purchaser(s)) and (ii) Elite Land Development Limited (as a person engaged by Urban Renewal Authority to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development).

就發展項目而言，「賣方」指以下每一人：(i) 市區重建局(即買方所購單位的法律上的擁有人及實益擁有人)；及(ii) 億立發展有限公司(即市區重建局所聘用統籌和監管有關發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士)。

(3) Urban Renewal Authority does not have any holding company. Holding company of Elite Land Development Limited means Tsim Sha Tsui Properties Limited, Sino Land Company Limited, King Chance Development Limited and Cosmos Orient Limited.

市區重建局並無任何控股公司。億立發展有限公司的控股公司指尖沙咀置業集團有限公司、信和置業有限公司、會連發展有限公司及嘉鏗有限公司。

(4) The above terms of “associate corporation”, “holding company”, “manager” and “private company” have the same meanings prescribed under the Ordinance.

上文「有聯繫法團」、「控股公司」、「經理」及「私人公司」各詞意義與條例下該詞意義相同。

(5) The personal data collected is for the purpose of the making of a declaration by Sino Real Estate Agency Limited to Elite Land Development Limited and/or Urban Renewal Authority in respect of purchase by the related party(ies).

所收集的個人資料會供信和地產代理有限公司向億立發展有限公司及/或市區重建局申報有關連人士購入單位之用。

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

買家簽署 Signature(s) of the Purchaser(s): _____ 日期 Date: _____

(III) 上述買家並非本公司員工亦沒有協助銷售上述項目及持有由地產代理監管局所發出之有效地產代理牌照之任何地產代理/ 中介人。The purchaser is not a staff member of our company and did not participate in the sales of the captioned project and is not a agency/ sub-agency who holds a valid EAA licence issued by Estate Agents Authority.

地產代理 / 中介人 Agency / Sub-Agency: 公司名稱 Company Name: _____

地產代理 / 中介人 Agency / Sub-Agency: 姓名 Name: _____ 牌照號碼 Licence No. _____

確認人 Verified by: 姓名 Name: _____ 簽署 Signature _____
(須為下列地產代理 / 中介人所屬公司之董事 Director of the Agency / Sub-Agency)

Layout Plan 平面圖

A complete set of updated building plans approved by the Building Authority under the Building Ordinance is available in the sales office for inspection by prospective purchasers free of charge.

建築事務監督根據建築物條例批准之最新全套建築圖可於售樓處免費參閱。

Floor 樓 27 Flat 室 D

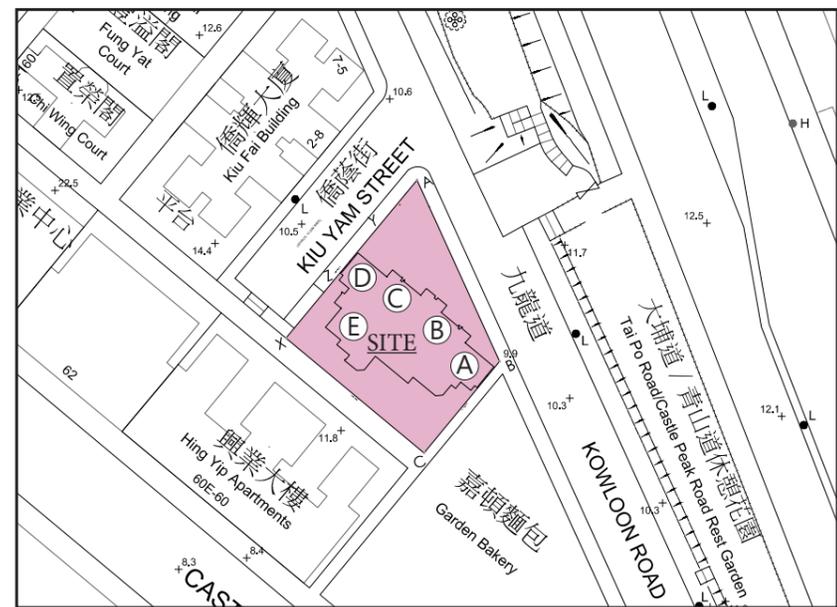
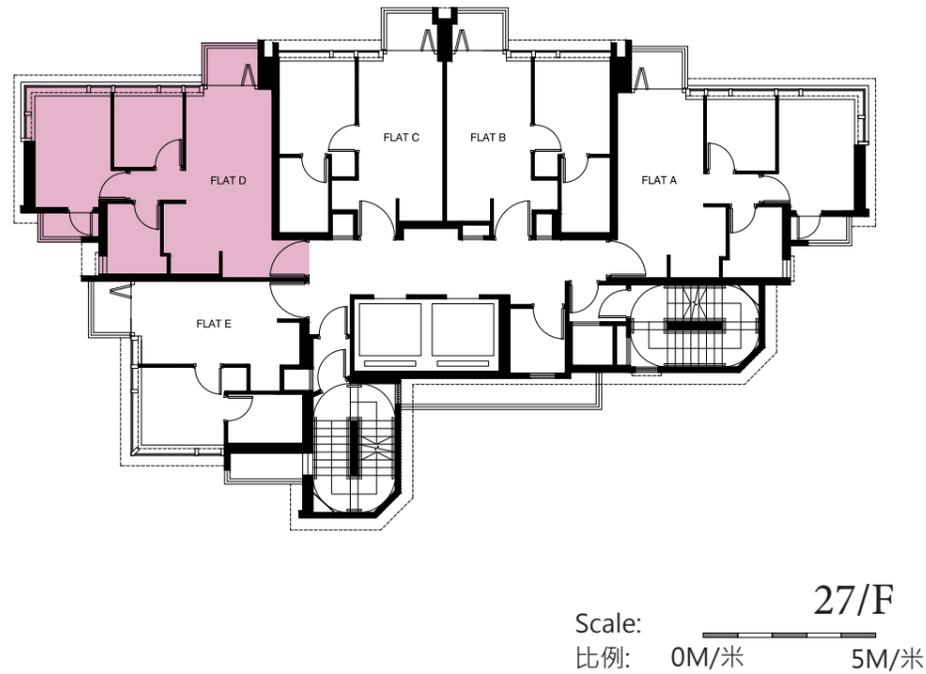
Madison Park, 1 Kowloon Road
一號九龍道, 九龍道 1 號

Purchaser's Signature
買方簽署

Cross Section Plan 橫截面圖

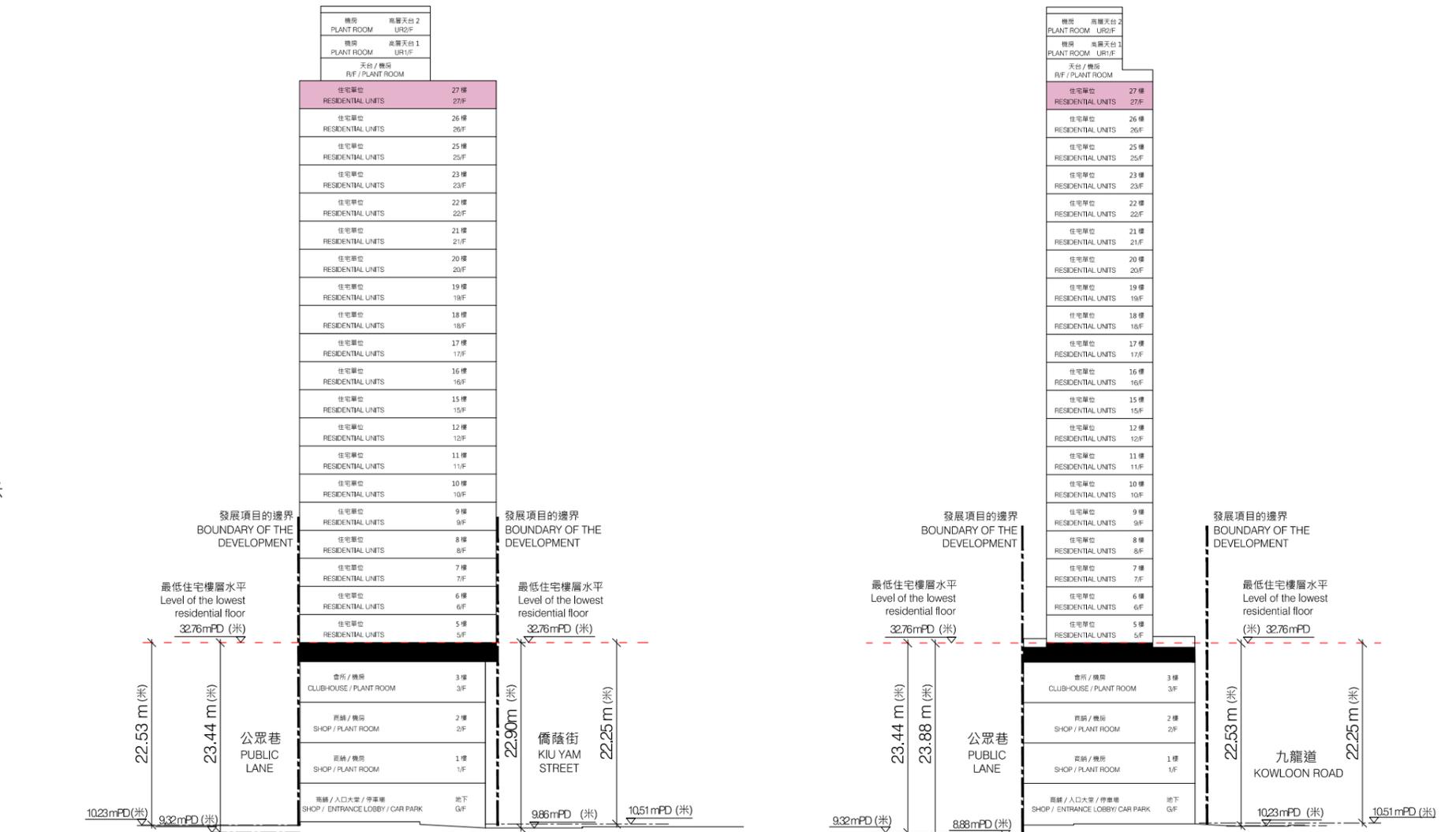
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Where there is discrepancy in meaning between the English and Chinese version, the English version shall prevail.

中英文版本如有歧義,以英文版本為準。



mPD Height in metres above Hong Kong Principal Datum (HKPA). / 香港主水平基準以上高度 (米)。

Remark:
1. 4/F, 13/F, 14/F and 24/F are omitted.

附註:
1. 不設4樓、13樓、14樓、24樓。

Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brchure, Price List(s) and Register of Transactions are available in the website of the Development: 'http://www.madisonpark.hk'

買方請參閱售樓說明書之詳情。售樓說明書、價單及成交記錄冊之電子版本, 已上載本物業發展項目之網子作參考: 「http://www.madisonpark.hk」。

This document and the information contained herein are for reference only. The Vendor reserves the right to alter the building plans in accordance with the agreement for sale and purchase whenever the Vendor considers necessary.

本文件及其內容僅供參考。賣方保留權利按買賣合約規定在每當賣方認為有需要時改動建築圖則。

Layout Plan 平面圖

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Floor 樓 27 Flat 室 D

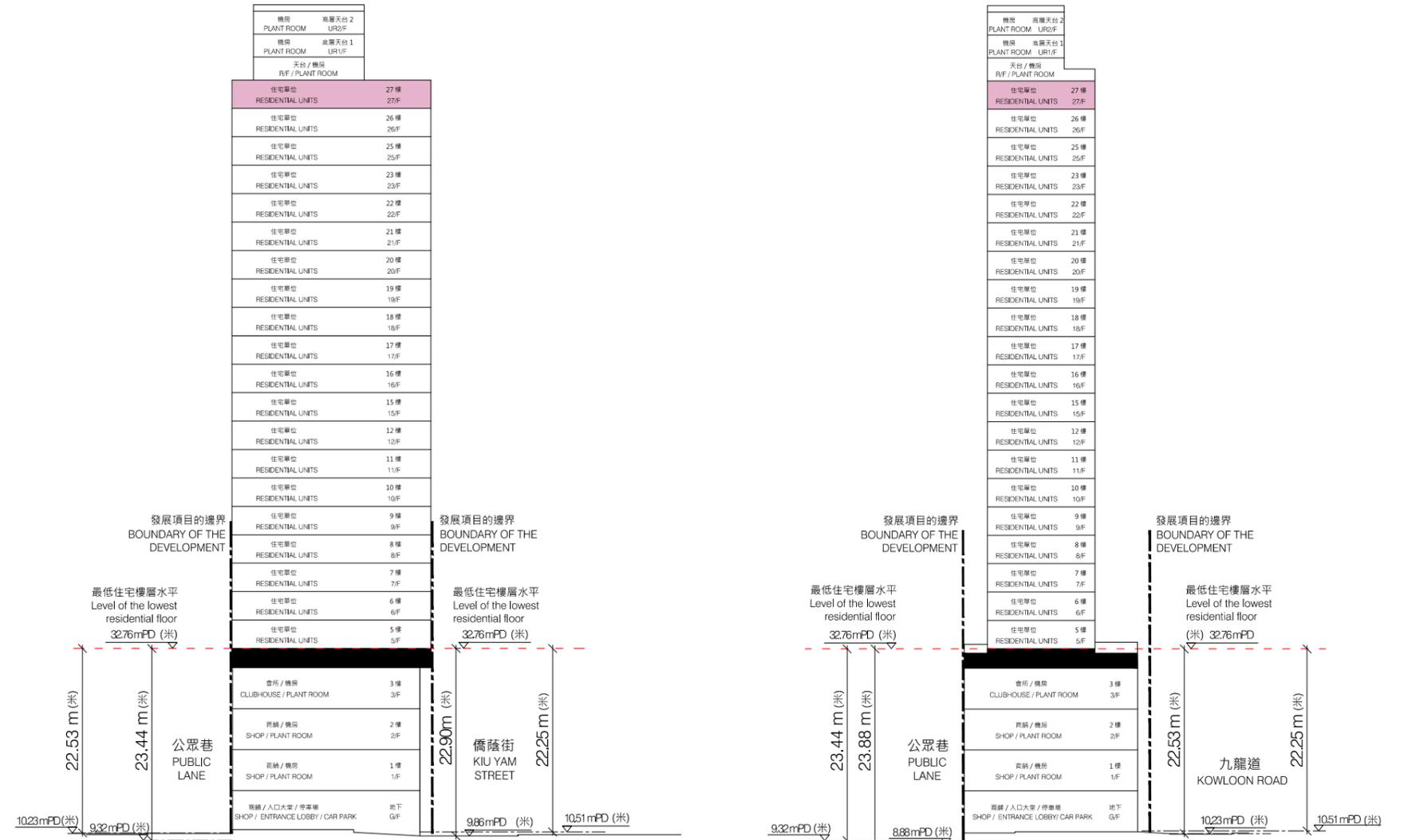
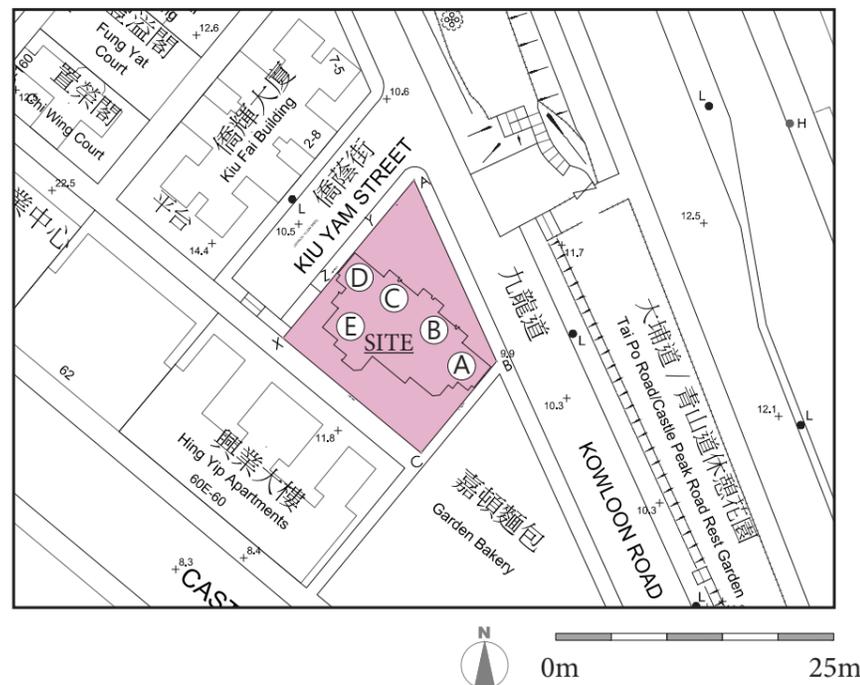
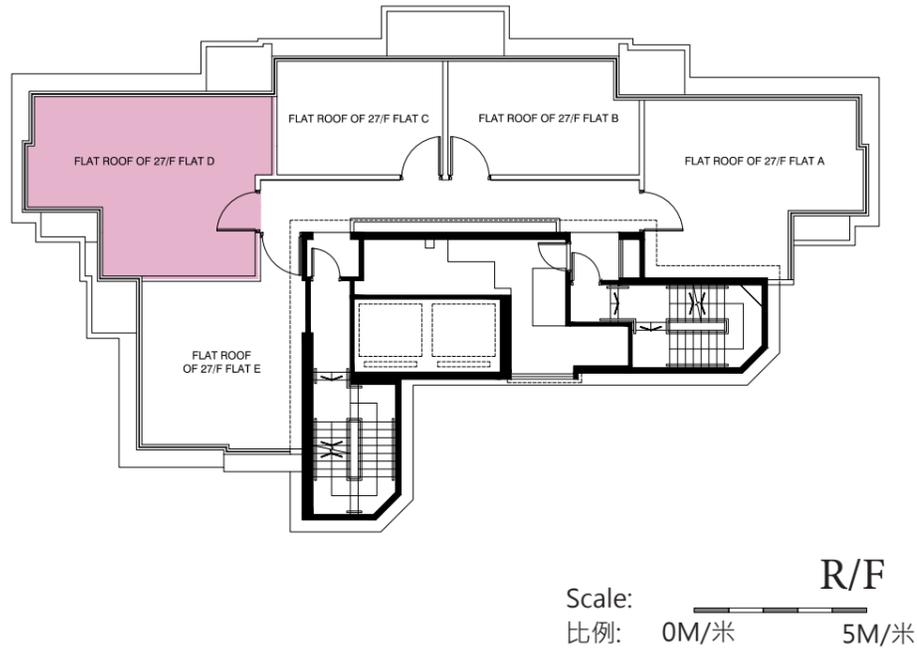
Madison Park, 1 Kowloon Road
一號九龍道, 九龍道 1 號

Purchaser's Signature
買方簽署

Cross Section Plan 橫截面圖

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建築事務監督根據建築物條例批准之最新全套建築圖可於售樓處免費參閱。



mPD Height in metres above Hong Kong Principal Datum (HKPA). / 香港主水平基準以上高度 (米)。

Remark: 1. 4/F, 13/F, 14/F and 24/F are omitted.

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Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brchure, Price List(s) and Register of Transactions are available in the website of the Development: 'http://www.madisonpark.hk'

買方請參閱售樓說明書之詳情。售樓說明書、價單及成交記錄冊之電子版本，已上載本物業發展項目之網子作參考: 「http://www.madisonpark.hk」。

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本文件及其內容僅供參考。賣方保留權利按買賣合約規定在每當賣方認為有需要時改動建築圖則。

Purchaser's Acknowledgement relating to Open Kitchen
有關開放式廚房之買方確認函

Vendor 賣方: Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

1. I/We hereby acknowledge that I/we am/are aware of and understand and accept that under the approved form of Deed of Mutual Covenant and Management Agreement (the "DMC") in respect of the Development, owners of the residential units shall at their own costs and expenses observe and comply with the provisions set out in Clause 42 of the Third Schedule and the Fourth Schedule to the DMC (extract of the provisions is attached hereto for easy reference) and shall cause the tenants and occupiers of the Property to observe and comply with the same.

本人 / 吾等確認本人 / 吾等明白及接受按照發展項目之公契及管理協議已批核文本（以下簡稱「公契」）規定，住宅單位業主須自費遵守及履行公契內第三附表第 42 條及第四附表所列之條款（為方便參考，該等條款之摘要已附於本函），本人/我們並須促使該物業之租客及佔用人遵守及履行該等條款。

2. I/We hereby acknowledge that the extract is only a summary of the DMC provisions concerned for reference and subject to the DMC and that I/we have been advised to, before entering into the preliminary agreement for sale and purchase of the Property, peruse the approved form of the DMC (which are available at the sales office) and seek professional advice for details.

本人 / 吾等確認明白摘要為相關公契條款之概要，僅供參考，一切均以公契為準，另本人 / 吾等亦確認於簽訂該物業臨時買賣合約前已獲建議細閱公契已批核文本（於售樓處有所提供）及尋求專業意見以獲取詳情。

3. I/We hereby confirm and declare that I/we have agreed to purchase the Property with full knowledge of the abovementioned covenants, obligations, provisions and restrictions and shall fully observe and comply with the same.

本人 / 吾等確認及聲明本人 / 吾等同意購入該物業時已完全知悉上述之契諾、責任、規定和限制，並將完全遵守及履行該等契諾、責任、規定和限制。

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

如本函之中英文文本有任何歧義，一切以英文文本為準。

Purchaser's signature(s)買方簽署

Note 備註:

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

Extracts of Clause 42 of the Third Schedule to the DMC
公契第三附表第 42 條之摘要

42. Each Owner of Residential Units shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in the FOURTH SCHEDULE hereto, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.
住宅單位業主須自費遵守與履行消防安全管理計劃特別是本公契第四附表載列的條文和管理人不時發出或給予有關實施消防安全管理計劃的任何指引或指南並促使他的住宅單位的租客及其他佔用人遵守與履行上述規定。

Extracts of the Fourth Schedule to the DMC
公契第四附表之摘要

1. An Owner of Residential Unit (the “**Relevant Owner**”) shall be responsible for maintenance and annual inspection of the fire safety provisions within his Residential Unit.
住宅單位的業主（“**相關業主**”）應負責其住宅單位內的消防安全裝置的保養和年度檢查。
2. The Relevant Owner shall not:-
相關業主不得： -
 - (a) remove or obstruct any smoke detectors provided inside his Residential Unit;
移走或阻擋其住宅單位內的任何煙霧探測器；
 - (b) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his Residential Unit; or
移走或阻擋設在其住宅單位的開放式廚房正上方的天花板上的灑水噴頭；或
 - (c) remove the FRR Wall of his Residential Unit.
拆除其住宅單位的防火牆。
3. The Relevant Owner shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) annual check and maintenance of the fire safety provisions including but not limited to smoke detectors and sprinkler heads within his Residential Unit.
相關業主應允許管理人和註冊消防裝置承包商在事先合理通知的情況下（緊急情況除外）在任何時候帶同或不帶同工人、承包商及其他人士和帶上或不帶設備及器具進入其住宅單位，以便進行消防安全裝置的年度檢查和保養，包括但不限於其住宅單位內的煙霧探測器和灑水噴頭（費用由相關業主支付）。
4. The Relevant Owner shall observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan.
相關業主應遵守與履行消防安全管理計劃以及管理人不時發布或提供的與實施消防安全管理計劃有關的任何指引或指南。
5. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under this Fourth Schedule, and make it a condition in the relevant agreement (if any).
如果相關業主放棄其住宅單位的管有，該業主應促使租戶，被許可人或佔用人（視情況而定）遵守消防安全管理計劃，特別是本第四附表載列的條文，並使其成為相關協議（如有）的條件。
6. The costs and expenses incurred by the Manager or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire safety provisions within the Residential Units shall be borne by the Relevant Owners on demand.
管理人或註冊消防裝置承辦商就住宅單位內的消防安全規定進行保養和年度檢查所招致的費用及開支須在要求時由相關業主支付。

Vendor's Information Form 賣方資料表格

The Development 發展項目	Madison Park 一號九龍道 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道1號
The Property 該物業	<u>Unit D Floor 27</u> of Madison Park 一號九龍道 27 樓 D 單位
The Vendor 賣方	Urban Renewal Authority 市區重建局(as“Owner”作為「擁有人」)* Elite Land Development Limited 億立發展有限公司(as“Person so Engaged”作為「如此聘用的人」)#

- (a) The amount of the management fee that is payable for the Property: HK\$2,107 per month
須就該物業支付的管理費用的款額: 每月港幣\$2,107元
- (b) 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)
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分之三(有待差餉物業估價署評估)
- (c) The name of the owners' incorporation (if any): None
業主立案法團(如有的話)的名稱: 沒有
- (d) The name of the manager of the Development: Sino Estates Management Limited
發展項目的管理人的姓名或名稱: 信和物業管理有限公司
- (e) 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
賣方自政府或管理處接獲的關乎該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
- (f) Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development: Nil
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該發展項目的任何部分恢復原狀的任何通知: 沒有
- (g) Any pending claim affecting the Property that is known to the Vendor: Nil
賣方所知的影響該物業的任何待決的申索: 沒有

Date of printing / 印製日期: 15/8/2020

I/We, the undersigned, hereby acknowledge receipt of a copy of this Vendor's Information Form and fully understand the contents thereof prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property.

本人/我們, 即下述簽署人, 謹此確認在簽署該物業之臨時買賣合約之前, 本人/我們已收到此份賣方資料表格及完全明白其內容。

Signed by Purchaser(s) 買方簽署

Name of Purchaser(s):

買方姓名:

Date 日期:

Note 備註:

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

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

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

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

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：

New rate of Ad Valorem Stamp Duty (“AVD”)

新從價印花稅稅率

1. The Stamp Duty (Amendment) Ordinance 2018 was gazetted on 19 January 2018 with retrospective effect from 5 November 2016. 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 new AVD rate (a flat rate at 15% of the consideration or value of the residential property, whichever is the higher).
《印花稅(修訂)條例 2018》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。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，除獲豁免或另有規定外，均須按新的「從價印花稅」稅率繳付「從價印花稅」，稅率劃一為物業的售價或價值(以較高者為準)的 15%。
2. AVD calculated at the new flat rate of 15% (“**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.
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，在香港沒有擁有其他任何住宅物業），均須繳付以劃一 15%（「**新稅率**」）計算的「從價印花稅」。
3. 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.
《印花稅(修訂)(第 2 號)條例 2018》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。
4. There is no change to the circumstances under which AVD at Scale 2 rates is applicable or AVD is exempted.
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。
5. For details of the applicable exemptions to AVD at the New Rate, 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，詳情請瀏覽稅務局網頁 (www.ird.gov.hk)。
6. If the Purchaser claims that the AVD at Scale 2 rates shall apply and/or buyer’s stamp duty (“**BSD**”) shall be exempted, 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 his/her Hong Kong Identity Card(s).
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，買方或每名買方（視情況而定）須作出法定聲明（依照指定表格）及附上他／她的香港身分證副本。

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 the New Rate.
本人／我們明白，本人／我們有責任確定本人／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 the 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開銷。
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 acknowledgement letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement and the Agreement for Sale and Purchase.
本確認書任何條款都不應視為或理解為變更或修改臨時合約及買賣合約之任何條款或細則。
12. The Chinese translation of this acknowledgement letter is for reference purposes only. In case of any dispute, the English version shall prevail.
本確認書中文譯本僅供參考，如與英文文本有異，概以英文文本為準。

Signature of Purchaser(s) / 買方簽署

Note 備註:

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

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

ACKNOWLEDGEMENT LETTER
REGARDING Ad Valorem Stamp Duty Benefit
關於代繳從價印花稅優惠確認書

Vendor 賣方: Urban Renewal Authority 市區重建局 (as “Owner” 作為「擁有人」)* Elite Land Development Limited 億立發展有限公司 (as “Person so Engaged” 作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 / 商業登記證號碼:

Date 日期:

I/We, the undersigned, 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 (the “Preliminary Agreement”):-

本人/我們特此確認及聲明，本人/我們簽署該物業的臨時買賣合約(「臨時合約」)前已清楚明白及接受下列事項:-

1. “Ad Valorem Stamp Duty Benefit” (the “Stamp Duty Benefit”) means: Subject to me/our full observance and performance of and compliance with the terms and conditions set out in this Letter, I/we shall be entitled to the Stamp Duty Benefit, which is equal to the actual amount of ad valorem stamp duty payable on the formal agreement for sale and purchase of the Property (the “Agreement”) or 3.75% of the purchase price stipulated in the Agreement, whichever is lower. In case of dispute, the Vendor has the absolute right to determine the amount of the Stamp Duty Benefit and such determination shall be final and binding on me/us.

「代繳從價印花稅優惠」(「印花稅優惠」)指：在本人/我們完全遵守、履行及符合本函所列的條款及條件的前提下，本人/我們將享有印花稅優惠(相等於該物業之正式買賣合約(「該合約」)應付之從價印花稅的實際金額或該合約所列明之售價的 3.75%，以較低者為準。在有爭議的情況下，賣方擁有決定印花稅優惠的金額的絕對權利，而該決定將是最終決定並對本人/我們具有約束力。

2. I/We hereby declare that the Stamp Duty Benefit shall be used for the purpose of payment of the ad valorem stamp duty on the Agreement only.

本人/我們在此表明印花稅優惠只作繳付該合約之從價印花稅之用。

3. If I/we choose to instruct solicitors other than the Vendor’s solicitors to act for me/us in respect of the purchase of the Property, subject to the provision by my/our solicitors to the Vendor’s solicitors of (i) a written confirmation of the actual amount of ad valorem stamp duty payable on the Agreement and (ii) an undertaking to provide documentary evidence of due payment of all ad valorem stamp duty of the exact amount stated in the said written confirmation within 30 days after the date of stamping of the Agreement by my/our solicitors to Vendor’s solicitors, the Stamp Duty Benefit in the form of a cheque for the amount of the Stamp Duty Benefit calculated in accordance with clause 1 of this Letter made payable to “The Government of the HKSAR” will be delivered by the Vendor’s solicitors to my/our solicitors.

若本人/我們選擇委託賣方代表律師以外的律師就購買該物業一事代表本人/我們，在本人/我們的代表律師向賣方代表律師提供 (i) 該合約應付之從價印花稅的實際金額的書面確認及 (ii) 承諾於該合約加蓋印花之日期後 30 日內向賣方代表律師提供已按時付清金額為上述書面確認之確切金額之所有從價印花稅的書面證明的前提下，賣方代表律師將向本人/我們的代表律師送達一張金額為根據本函第 1 條所計算之印花稅優惠之金額的支票，抬頭為“The Government of the HKSAR”。

4. I/We acknowledge that the Vendor’s solicitors will not accept any undertaking imposed on the Vendor or the Vendor’s solicitors for the delivery of the said cheque or the Stamp Duty Benefit within any stated period of time. If the amount of the Stamp Duty Benefit paid by the Vendor is more than the actual amount of ad valorem stamp duty payable on the Agreement, I/we shall return the difference therein to the Vendor forthwith and in any event such return shall be made no later than 30 days after the date of stamping of the Agreement. The Vendor reserves all rights to claim for the loss and damages as a result of overpayment

of the Stamp Duty Benefit due to my/our or my/our solicitors' default.

本人/我們知悉賣方代表律師將不會接受任何施加於賣方或賣方代表律師有關在任何指定時限內送達上述支票或印花稅優惠的承諾。若賣方所付之印花稅優惠之金額多於該合約應付之從價印花稅之實際金額，本人/我們須立即向賣方退回其差額，於任何情況下，該差額均須於該合約加蓋印花後之 30 日內退回給賣方。賣方保留申索因本人/我們或本人/我們的代表律師的過失導致賣方多付印花稅優惠而造成之損失及損害的所有權利。

5. I/We hereby declare the following (Please put a “✓” the in following box(es) as appropriate):

本人/我們在此作出以下聲明 (請在適當的空格內加“✓”):

As at the date of the Preliminary Agreement, I(_____) / We (_____) was/were a Hong Kong permanent resident within the meaning of section 29A(1) of the Stamp Duty Ordinance.

在臨時合約的簽立日期，本人(_____) / 我們(_____) 屬《印花稅條例》第 29A(1)條所指的香港永久性居民。

I/We acquired the Property on my/our own behalf.

本人是代表自己行事以取得該物業。

As at the date of the Preliminary Agreement, I(_____) / we(_____) was not the beneficial owner of any other residential property in Hong Kong or any share or part thereof.

在臨時合約的簽立日期，本人(_____) / 我們(_____) 並非任何其他香港住宅物業的實益擁有人，包括其中的任何份數或部分的實益擁有人。

6. The Stamp Duty Benefit is provided to me/us 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 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, even if the amount of ad valorem stamp duty payable on the Agreement exceeds the amount of the Stamp Duty Benefit.

印花稅優惠是在完全遵守、履行及符合本函、臨時合約及該合約所列的條款及條件的前提下向本人/我們提供，賣方就本函下提供印花稅優惠的責任(如有)將在賣方作出印花稅優惠下之所有付款時完全解除，即使該合約應付之從價印花稅之金額多於印花稅優惠之金額。

7. If I/we fail to observe, perform or comply with any of the terms and conditions contained in this Letter, the Preliminary Agreement or the Agreement or to complete the purchase the Property or to pay the balance of the purchase price of the Property in accordance with the terms and conditions of the Agreement, I/we shall no longer be entitled to the Stamp Duty Benefit and shall at the option of the Vendor:

若本人/我們未能遵守、履行及符合本函、臨時合約或該合約內的任何條款及條件或未能完成購買該物業或未能按照該合約的條款及條件付清該物業之售價之尾數，本人/我們將不能享有印花稅優惠並須按賣方選擇：

(a) Forthwith pay to the Vendor an amount equivalent to the Stamp Duty Benefit paid by the Vendor; or 立即向賣方支付一筆相等同賣方已支付之印花稅優惠之款項；或

(b) Forthwith carry out all steps and actions the Vendor requires to assist the Vendor to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities and furnish the Vendor with all documents that are necessary for the aforesaid refund upon the Vendor's request.

立即採取一切賣方要求之步驟及行動協助賣方從有關當局退回已付之該合約應付之從價印花稅及應賣方要求向賣方提供所有上述退款所需之文件。

(c) For the purpose of paragraph 7(b) of this Letter and to secure full refund of the Stamp Duty Benefit to

the Vendor, I/we hereby irrevocably authorize the Vendor to make an application to obtain a refund of the paid ad valorem stamp duty on the Agreement from the competent authorities, to utilize such refund to repay the Vendor the amount of the Stamp Duty Benefit paid before returning me/us the excess over the Stamp Duty Benefit (if any) and to do all acts incidental to the said application.

就本函第 7(b)段及就保障賣方得到印花稅優惠之全數退款，本人/我們在此不可撤回地授權賣方向有關當局申請獲得就該合約已支付之從價印花稅之退款，及利用該退款以向賣方償還賣方已支付之印花稅優惠之金額，及其後將餘額(如有)退回給本人/我們，及作出任何上述申請附帶的行為。

8. For the avoidance of doubt, it is my/our duty as the Purchaser of the Property to pay all stamp duty, including but not limited to ad valorem stamp duty, buyer stamp duty, additional stamp duty (if any) and penalty imposed by the Stamp Office (if applicable). The Stamp Duty Benefit is only a subsidy offered by the Vendor and the Vendor will under no circumstance be liable for any delay in offering the Stamp Duty Benefit or be responsible for any penalty or loss if there is any late payment of the Stamp Duty Benefit (or any part thereof) for whatever reason.

為免生疑問，本人/我們作為該物業之買方有責任支付所有印花稅，包括但不限於從價印花稅、買家印花稅、額外印花稅(如有)及印花稅署徵收之罰款(如適用)。印花稅優惠乃屬賣方提供之補貼，賣方在任何情況下均不須就提供印花稅優惠之任何延遲或因任何原因導致印花稅優惠之延遲支付而造成之任何罰款或損失負責。

9. This Letter is independent from 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 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. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, I/we shall remain liable to observe and perform 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. Any claim that I/we may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

本函獨立於臨時合約及該合約，本函任何內容均不得視作取替或更改臨時合約或該合約內的任何條款及/或條件。賣方在臨時合約及該合約下之所有權利及補救方法均不受本函影響。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該合約的運作、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，若賣方未能履行其於本函內之責任，本人/我們仍須遵守及履行臨時合約及該合約的所有條款及條件及按臨時合約及該合約的條款完成購買該物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

10. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Letter and nothing herein will create rights under the said Ordinance.

僅此明文說明合約(第三者權利)條例(第 623 章)不適用於本函及本函沒有授予任何該條例下的權利。

11. All the rights and benefits conferred on me/us upon the terms and conditions of this Letter are non-assignable and non-transferrable and can only be exercised and enjoyed by me/us personally.

所有根據本函條款及條件賦予我/我們之權利及優惠均不能轉讓及轉移，及只能由本人/我們本人行使及享用。

12. I/We understand that I/we may have to notify my bank of the Stamp Duty Benefit in the mortgage application process. The bank may take into account the Stamp Duty Benefit in determining the loan amount.

本人/我們明白本人/我們在按揭申請中可能需要通知本人/我們的銀行有關印花稅優惠的安排。銀行決定提供貸款額時可能會考慮印花稅優惠。

13. In case of dispute, the Vendor reserves all rights to make the final decision on all matters arising from this Letter and such decision shall be binding on me/us.
如有爭議，賣方有全權就本函引起之所有事宜作最有決定，該決定對本人/我們有約束力。
14. The Chinese translation of this Letter is for reference purpose only. In case of any disputes, the English version shall prevail.
本函中文譯本僅供參考，如與英文版本有異，概以英文版本為準。

Signed by the Purchaser(s)
買方簽署

Acknowledgement Letter for Properties Viewing 物業參觀確認函

Vendor 賣方: Urban Renewal Authority 市區重建局 (as“Owner”作為「擁有人」)*

Elite Land Development Limited 億立發展有限公司 (as“Person so Engaged”作為「如此聘用的人」)#

Development 發展項目: Madison Park 一號九龍道

Address 地址: 1 Kowloon Road, Cheung Sha Wan 長沙灣九龍道 1 號

Property 該物業: Floor 樓層 _____ Flat 室 _____

Purchaser(s)買方:

HKID No(s)/ Passport No(s)/ Business Registration No(s). 香港身份證號碼 / 護照號碼 /商業登記證號碼:

Date 日期:

I / We, the undersigned, hereby confirm the following matters prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 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：

Please specify 請選擇:

A. 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 本人/我們確認於簽署該物業之臨時買賣合約之前，賣方已開放該物業供本人/我們參觀：

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 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該物業。

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

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the Property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後及出於本人/我們自由意志及選擇，本人/我們決定於簽署該物業之臨時買賣合約之前不參觀該物業。

B. 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 本人/我們確認由於開放該物業予本人/我們參觀並非合理地切實可行，於簽署該物業之臨時買賣合約之前，賣方已開放下述與該物業相若的住宅物業供本人/我們參觀：

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 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。

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

OR 或

but after due consideration and out of my / our own free will and choice I / we decided not to view the comparable residential property prior to my / our signing of the Preliminary Agreement for Sale and Purchase of the Property 但經充份考慮後及出於本人/我們自由意志及選擇，本人/我們決定於簽署該物業之臨時買賣合約之前不參觀與該物業相若的住宅物業。

comparable residential property 與該物業相若的住宅物業：

發展項目 Floor 樓 _____ Flat 室 _____ of the Development

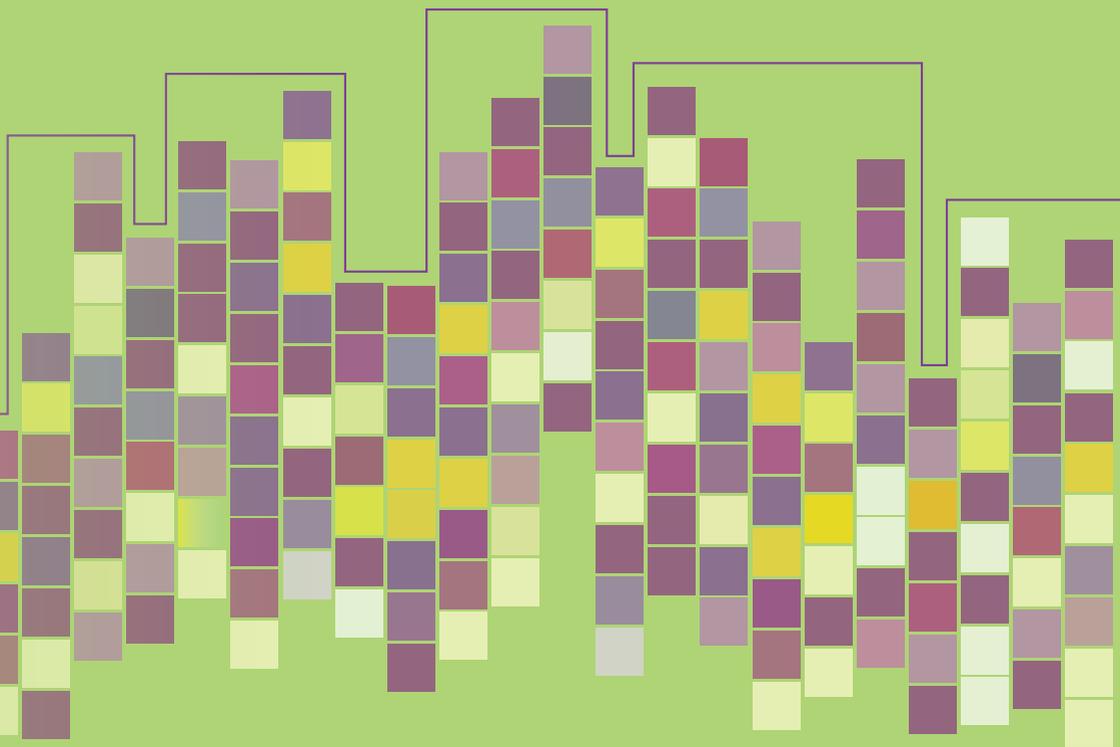
C. I / We hereby confirm that it is not reasonably practicable for the Property to be viewed by me / us and it is not reasonably practicable for any comparable residential property to be viewed by me / us, and I / we hereby agree that the Vendor is not required to make such a comparable residential property available for viewing by me / us before the Property is sold to me / us 本人/我們確認開放該物業予本人/我們參觀並非合理地切實可行，而開放與該物業相若的住宅物業供本人/我們參觀亦並非合理地切實可行，本人/我們特此同意賣方無須在該物業售予本人/我們之前開放與該物業相若的住宅物業供本人/我們參觀。

Signature of Purchaser(s) / 買方簽署

Date / 日期

一手住宅物業買家須知

Notes to Purchasers of First-hand Residential Properties



運輸及房屋局
一手住宅物業銷售監管局
Sales of First-hand Residential Properties Authority
Transport and Housing Bureau



目錄 Content

- 2** ■ 適用於所有一手住宅物業
- 7** ■ 適用於一手未落成住宅物業
- 8** ■ 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業
- 10** ■ 適用於一手已落成住宅物業
- 12** ■ For all first-hand residential properties
- 19** ■ For first-hand uncompleted residential properties
- 21** ■ For first-hand uncompleted residential properties and completed residential properties pending compliance
- 23** ■ For first-hand completed residential properties

您在購置一手住宅物業之前，應留意下列事項：



適用於所有一手住宅物業

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址: www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。



2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、

補還的水、電力及氣體按金(如有)、以及/或清理廢料的費用(如有)。

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

¹ 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須說明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部 and 內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
 - 室內和外部的裝置、裝修物料和設備；
 - 管理費按甚麼基準分擔；

² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—

- (i) 每個住宅物業的外部尺寸；
- (ii) 每個住宅物業的內部尺寸；
- (iii) 每個住宅物業的內部間隔的厚度；
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契（或公契擬稿）。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契（或公契擬稿）的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

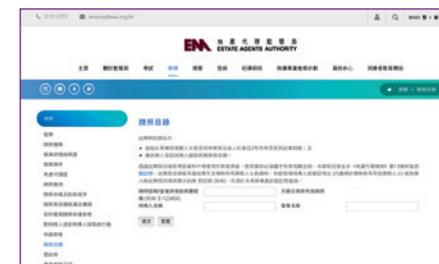
- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方（包括其獲授權代表）就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向（不論是否屬明確選擇購樓意向）。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方（包括其獲授權代表）不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 —
 - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
 - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
 - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。



12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

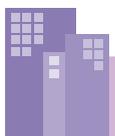


13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。



適用於一手未落成住宅物業及尚待符合條件的
已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。

³ 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

- > 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
- > 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - > 工人罷工或封閉工地；
 - > 暴動或內亂；
 - > 不可抗力或天災；
 - > 火警或其他賣方所不能控制的意外；
 - > 戰爭；或
 - > 惡劣天氣。
 - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。



適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址 : www.srpa.gov.hk
電話 : 2817 3313
電郵 : enquiry_srpa@hd.gov.hk
傳真 : 2219 2220



其他相關聯絡資料：

消費者委員會
網址 : www.consumer.org.hk
電話 : 2929 2222
電郵 : cc@consumer.org.hk
傳真 : 2856 3611



地產代理監管局
網址 : www.eaa.org.hk
電話 : 2111 2777
電郵 : enquiry@eaa.org.hk
傳真 : 2598 9596



香港地產建設商會
電話 : 2826 0111
傳真 : 2845 2521

運輸及房屋局
一手住宅物業銷售監管局
2017年8月

You are advised to take the following steps before purchasing first-hand residential properties.



For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.



2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method

and calculate the amount of the mortgage loan to ensure it is within your repayment ability.

- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

¹ The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property — (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property — air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph,

² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following—

- (i) the external dimensions of each residential property;
- (ii) the internal dimensions of each residential property;
- (iii) the thickness of the internal partitions of each residential property;
- (iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
 - interior and exterior fittings and finishes and appliances;
 - the basis on which management fees are shared;
 - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and

- whether individual owners have responsibility to maintain slopes.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a “consumption table” is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working

day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

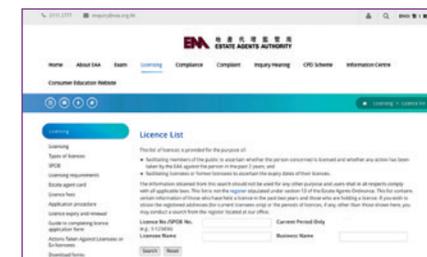
10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.

- Before you appoint an estate agent to look for a property, you should —
 - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
 - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
 - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.



12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.



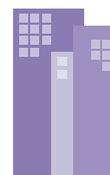
For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the “Pre-sale Consent” has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.



For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - > For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
 - > For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the

³ Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
 - > strike or lock-out of workmen;
 - > riots or civil commotion;
 - > force majeure or Act of God;
 - > fire or other accident beyond the vendor's control;
 - > war; or
 - > inclement weather.
 - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.



For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website : www.srpa.gov.hk
Telephone : 2817 3313
Email : enquiry_srpa@hd.gov.hk
Fax : 2219 2220



Other useful contacts:

Website : www.consumer.org.hk
Telephone : 2929 2222
Email : cc@consumer.org.hk
Fax : 2856 3611



Estate Agents Authority

Website : www.eaa.org.hk
Telephone : 2111 2777
Email : enquiry@eaa.org.hk
Fax : 2598 9596



Real Estate Developers Association of Hong Kong

Telephone : 2826 0111
Fax : 2845 2521

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
August 2017



一手住宅物業銷售監管局出版

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