

**TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE  
OF  
載有下述物業招標條款之招標公告  
(8/2/2022)**

the property set out in the Sales Arrangements issued on 8 February 2022 (“Sales Arrangements”),

unless previously withdrawn or sold at Eden Villa (“Development”)

House No. **318**, Mai Po San Tsuen, New Territories, Hong Kong. (“the Property”)

載於伊甸雅苑(「發展項目」)於2022年2月8日發出銷售安排(「銷售安排」),

但若在招標截止時限之前物業已被撤回或出售則除外

位於香港新界米埔新村 **318** 號屋之物業(「該物業」)

From: Citiway Consultants Limited (the “Vendors’ Attorney”), the lawful attorney of the registered beneficial owners Man Wai Hung and Profit Up Development Ltd (“Vendors”) of the Property

由: 達威顧問有限公司(「賣方授權人」) 該物業實益擁有人文偉雄及盈陞發展有限公司(「賣方」)的合法授權人發出

To : Tenderers of the Property

致: 該物業投標人

- (1) To make an offer to purchase the Property, you shall  
如欲作出邀約購買該物業，閣下須
  - (a) complete and sign the Offer Section of this document below (the “Offer Section”);  
填妥及簽署本文件下文要約部份(「要約部份」);
  - (b) complete and execute the enclosed forms of the preliminary agreement for sale and purchase (the “Preliminary Agreement”);  
填妥及簽立該臨時買賣合約(「臨時合約」);
  - (c) complete and execute the enclosed forms of the preliminary agreement for sale and purchase (Land) (the “Preliminary Agreement(Land)”);  
填妥及簽立該臨時買賣合約(土地)(「臨時合約(土地)」);
  - (d) complete and sign the enclosed forms of “Warning To Purchasers”;  
填妥及簽署「對買方的警告」;
  - (e) complete and sign the enclosed forms of “Supplement Terms of Confirmation of Viewing of Property”;  
填妥及簽署「確認已參觀物業的附帶條款」;
  - (f) complete and sign the enclosed forms of the  
-(optional) “Supplement Terms of Standby Second Mortgage Loan”;  
-(optional) “Supplement Terms of Standby Early Possession”;  
填妥及簽署  
-(可選擇)「備用第二按揭貸款的附帶條款」;

-(可選擇)「備用先住後付的附帶條款」;

- (g) complete and sign the enclosed forms of “Vendor’s Information Form”  
填妥及簽署「賣方資料表格」

**Please do not date the Preliminary Agreement, the Preliminary Agreement (Land), (optional) Supplemental Terms and Vendor's Information Form. However, you shall date the document Warning To Purchasers and Supplement Terms of Confirmation of Viewing of Property above the date on which you sign the same.**

請勿於臨時合約、臨時合約(土地)、(可選擇)的附帶條款及賣方資料表格填上日期。然而閣下在簽署對買方的警告及確認已參觀物業的附帶條款之文件時，必須填上簽署日期。

- (2) You shall submit the following to the Vendors’ Attorney, together with this document with its Offer Section completed and signed by you as aforesaid, by delivering the same to House No.142 Eden Villa, Mai Po San Tsuen, Yuen Long, N.T., during the period between the Tender Commencement Date and Time (please refer to the Sales Arrangements) and the Tender Closing Date and Time (please refer to the Sales Arrangements). **Please note that the Vendors’ Attorney has the absolute right 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.**

Commencement date and closing date of the tender:

**A separate tender on each day from 12 February 2022 to 7 May 2022 (both days inclusive)**

Commencement time and closing time of the tender:

**11:00 a.m. to 5:00 p.m.**

閣下須從招標開始日期及時間(請參閱銷售安排)起至招標截止日期及時間(請參閱銷售安排)把下述文件連同本文件(要約部份須如上所述填妥及簽署)，一併交回新界元朗米埔新村伊甸雅苑 142 號屋。請注意:賣方授權人有全權透過修改有關該物業的銷售安排資料不時更改招標截止日期及/或時間。

招標開始日期及截止日期:

由 2022 年 2 月 12 日起至 2022 年 5 月 7 日(包括首尾兩天) 每日進行一獨立招標

招標開始時間及截止時間:

上午 11 時正至下午 5 時正

- (a) your completed and executed documents referred to in (1) above ;  
經閣下填妥及簽立之上述第(1)段所述的文件;
- (b) one or more Hong Kong Dollar cashier order(s) / cheque(s) issued by a licensed bank in Hong Kong in the total amount of 5% of the purchase price you offered and made payable to “Leung Kin & Co.”, the Vendors’ solicitors; and  
一張或多張由香港持牌銀行發出金額合共等於閣下出價 5%、而抬頭人為 “梁堅律師行”(即賣方的律師)的港幣銀行本票/支票; 及
- (c) copy(ies) of your identification document(s) (note: If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport. If the tenderer concerned is a company incorporated in Hong Kong, certificate of incorporation

*and certificate of change of name (if any), business registration certificate, the latest register of directors and annual return of the tenderer(if applicable). If the tenderer concerned is a foreign company, the relevant company documents duly certified by a director of the company proving the company is duly incorporated in its place of incorporation and proving details of its directors.); and*

閣下身份證明文件副本 (註:若投標人為自然人, 指香港身份證 (如不適用, 則指其他有效身份證明文件(如護照)); 而若投標人為香港成立公司, 指公司註冊證書及公司更改名稱註冊證書(如有)及商業登記證、最新的董事登記冊及周年申報表(如有); 而若投標人為海外公司, 指由公司董事核證的相關公司文件, 以證明公司在該地成立及董事資料。); 及

- (d) if the tenderer is a company, a copy of the Board Resolutions of the tenderer authorizing the signing of the Offer Section of this document, the Preliminary Agreement, the Preliminary Agreement (Land), the Supplemental Terms of Confirmation of Viewing of Property and the other documents mentioned above in the manner as they are signed.

若投標人為公司, 公司的董事決議副本以授權公司簽署邀約部份、臨時合約、臨時合約(土地)、確認已參觀物業的附帶條款及其他上述文件。

- (3) Your submission of the items above constitutes your agreement to these terms and conditions and a formal offer for the purchase of the Property which shall remain irrevocable and open for acceptance by the Vendors' Attorney **at and before 11:59 p.m. on the date of** respective Tender Closing Date and, on acceptance by the Vendors' Attorney, a contract shall be constituted between you and the Vendors' Attorney.

閣下提交上述各項即視作同意本文件條款及就購買該物業作出正式要約, 且該要約於相關招標截止日期**當天晚上 11 時 59 分及之前**不能被撤回並可供賣方授權人接受, 而一經賣方授權人接受, 閣下與賣方授權人間即有合約存在。

- (4) The Vendors' Attorney may accept your offer by post, telephone, fax or email to the address /numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendors' Attorney will return to you the following documents as soon as practicable.

賣方授權人可以透過郵寄、電話、傳真或電郵至要約部份填上之地址/號碼/電郵地址或其他任何有效方法接受閣下要約。賣方授權人接受後, 將盡快向閣下交回以下文件。

- (a) Return a copy of the following documents each executed by Vendors' Attorney and dated not later than the respective Tender Closing Date;

退回以下由賣方授權人簽立並寫上不後於相關招標截止日期的文件各一份;

- (i) The Preliminary Agreement  
臨時合約
- (ii) The Preliminary Agreement (Land)  
臨時合約(土地)

(iii) (Optional) Supplemental Terms of Standby Second Mortgage Loan

(可選擇) 備用第二按揭貸款的附帶條款

(iv) (Optional) Supplemental Terms of Standby Early Possession

(可選擇) 備用先住後付的附帶條款

(b) Return a copy of the following document dated by Vendors' Attorney not later than the respective Tender Closing Date;

退回以下由賣方授權人寫上不後於相關招標截止日期的文件一份;

(i) Supplemental Terms of Confirmation of Viewing of Property

確認已參觀物業的附帶條款

(c) Return a copy of the following documents

退回以下文件各一份

(i) Warning to Purchasers

對買家的警告

(ii) Vendor's Information Form

賣方資料表格

(5) The cashier order(s) or cheque(s) submitted will be retained uncashed until the Vendors' Attorney has decided whether to accept your offer to purchase the Property. If your offer is accepted by the Vendors' Attorney, the cashier order(s) or cheque(s) will be cashed and the amount will be treated as the Preliminary Deposit of the Property. If your offer is not accepted by the Vendors' Attorney, you will be notified and the cashier order(s) or cheque(s) will be uncashed and made available for your collection by prior appointment provided that the Vendors' Attorney shall be entitled to return the cashier order(s) or cheque(s) to you at your risk by mailing the same by ordinary or register post to your address specified in the Offer Section.

在賣方授權人尚未決定是否接受閣下要約前，閣下所提交之本票或支票將不作兌現。倘賣方授權人接受閣下要約，本票或支票將作兌現，而該金額將視作該物業的臨時訂金。倘賣方授權人不接受閣下要約，閣下將獲通知，本票或支票將不作兌現，且經預約閣下可領回本票或支票，賣方授權人亦可將本票或支票以普通或掛號郵遞郵寄至閣下於要約部份填上之地址(遺失風險由閣下承擔)。

(6) The Vendors' Attorney do not undertake and is under no obligation to, review, consider or accept the highest offer or any offer at all for the purchase of the Property. The Vendors' Attorney has the absolute right to withdraw from the sale of the Property at any time before the acceptance of any offer. The Vendors' Attorney has the absolute right to change the closing date and/or time of the tender from time to time by amending the Sales Arrangements in relation hereto. You are reminded to read the latest register of transactions of the Development so as to ascertain whether the Property is still available for tender on a particular date of sale. The Property will become unavailable for tender once the Vendors' Attorney accepts a tender at or before 11:59 p.m. on the same day after the close of a previous tender exercise of the Property. Please note also that the register of transactions of the Development may not be updated immediately after the Vendors' Attorney accepts a tender.

賣方授權人並不承諾亦無責任閱覽、考慮、或接受認購該物業最高出價之要約或任何要約。賣方授權人有全權於接受任何要約前於任何時間撤回出售該物業。賣方授權人有絕對權利透過修改銷售安排不時更改招標截止日期及/或時間。閣下敬請檢視發展項目的成交紀錄冊，以知悉該物業是否在某一出售日期仍然可供招標出售。一旦賣方授權人在該物業的先前的招標程序完結後的同一日晚上 11 時 59 分或之前接納該物業的投標，該物業即變為不再可供招標出售。另請亦注意發展項目的成交紀錄冊未必一定於賣方接納投標後立即更新。

- (7) Where you make an offer to purchase the Property through the introduction of an estate agent (the “**Intermediary**”), please also fill in the details of the Intermediary in the Offer Section. You acknowledge and confirm that:

倘閣下經由地產代理（「**中介人**」）介紹入標認購該物業，請在要約部份填上中介人資料。閣下知悉和確認：

- (a) the Intermediary represents you in the transaction (whether or not the Intermediary also represent the Vendors’ Attorney);

中介人於交易中代表閣下(不論是否亦代表賣方授權人);

- (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendors’ Attorney to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendors’ Attorney or to undertake any obligation or responsibility on behalf of the Vendors’ Attorney, and the Vendors’ Attorney is not and will not be liable in any way whatsoever to you or any person for and will not perform on behalf of the Intermediary 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 Vendors’ Attorney;

中介人或任何其他地產代理均並無亦沒有被賣方授權人授權或准許代賣方授權人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授權人應允任何承擔或責任。中介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，賣方授權人均不須向買方或任何其他人士負責，亦不須代中介人或任何其他地產代理履行，而且賣方授權人也不受其約束。

- (c) the Vendors’ Attorney is not and will not be involved in any dispute between you and the Intermediary or any other estate agent, and this tender and, if your offer 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

閣下與中介人或任何其他地產代理之任何轉轄，一概與賣方授權人無關。本招標及(如閣下要約獲接受)該物業之買賣將按照本文件條款及交易文件條款進行；及

- (d) the Vendors’ Attorney has not authorised explicit or not any of its staff, the Intermediary or any other estate agent to collect from you, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price of the Property. If any person demands any other benefit from you for your submission of the offer to purchase of the Property, you have been advised that you should report promptly to the Independent Commission Against

## Corruption (ICAC).

賣方授權人並無直接或間接、亦無授權任何其職員、中介人或任何其他地產代理向閣下、中介人或任何其他地產代理收取樓價以外任何利益、費用或佣金。如遇任何人士就閣下入標認購該物業向閣下索取任何其他利益，閣下已獲建議速向廉政專員公署(ICAC)舉報。

Whether the Intermediary is the estate agent introducing you to the Vendors' Attorney for the purpose of your submission of the offer to purchase the Property is subject to the confirmation of Vendors' Attorney.

中介人是否為介紹閣下予賣方授權人以入標認購該物業之地產代理，須由賣方授權人核實方作準。

- (8) You are advised to instruct your own solicitors to seek independent legal advice on these terms and conditions and these terms and conditions of the forms of the documents enclosed herewith.

特此建議閣下就本文件之條款及格式附夾於本文件之各文件向閣下律師尋求獨立法律意見。

- (9) This document and the enclosed forms are all confidential. Provided that you may at your reasonable discretion and on a need-to-know basis disclose the same to your professional advisor(s) but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided to you in consideration of your agreement to the foregoing.

本文件及所附夾之表格均屬機密，惟閣下可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予閣下專業顧問，惟透露之目的僅限於就本文件條款所預期交易之相關事宜提供專業意見。本文件及所附夾之表格均以閣下同意上文規定為代價向閣下提供。

- (10) Any statement, whether oral or written, made and any action taken by any officer or agent of the Vendors or the Vendors' Attorney in response to any enquiry made by a prospective or actual Tenderer shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.

賣方任何人員或代理或賣方授權人對有意投標者或確實投標者的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只供指引及參考之用。任何陳述不得作為或視作構成本招標文件或正式合約的一部分。這些陳述或行動並不（而且也不是作）闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。

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

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

- (12) A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.

並非本文件一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。

- (13) If typhoon signal no. 8 or above is hoisted or black rainstorm warning is issued at any time between the hours of 6:00 a.m. and 8:00 p.m. on any date of sale, for the safety of the tenderers and the maintenance of order at the Sales Office, the Vendors' Attorney reserves its absolute right to close the Sales Office.

如在任何出售日期的上午 6 時至晚上 8 時的任何間內天文台發出八號或更高風球信或黑色暴雨警告，為保障投標者的安全及維持售樓處的秩序，賣方授權人保留絕對權力關閉售樓處。

- (14) In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect after 6:00a.m. on the closing date of the tender, the tender of that day will be cancelled.

若在招標截止日期上午 6 時正後發出黑色暴雨警告或八號或以上颱風信號或該警告或信號仍然生效，當天的招標將會取消。

- (15) The Vendors' Attorney reserves the right to close the Sales Office at any time if all the specified residential properties have been sold out.

賣方授權人保留權利在所有指明住宅物業已售出的情況下於任何時間關閉售樓處。

- (16) Whilst every care has been taken in preparing this tender and the statement and measurements are believed to be accurate they are provided for information purposes only and are not warranted or represented to be correct. Intending Purchasers should rely on their own inspection and verification and should satisfy themselves on all matters.

雖然在編制此招標書及細則時已盡力小心，但並不擔保其為準確無誤，有意購買者須自行查證以確定及滿意所有事項。

- (17) In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).

本文件條款中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別(或不屬於男性或女性)的字詞亦指其他性別及不屬於男性或女性者。

- (18) The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.

本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

Should you have any query, please call the hotline of this Development : 21486186.  
如有任何問題，請致電本發展項目的熱線 (21486186)查詢。

## OFFER SECTION

### 要約部份

To be completed and signed by the tenderer(s):

由投標者填妥及簽署 :-

I/We hereby submit the materials referred to in (2) above to the Vendors' Attorney, namely (please tick "√"):  
我/我們特此向賣方授權人提交第 (2) 段所述之文件如下 (請標上 "√"):

- completed and executed the Preliminary Agreement **(IN DUPLICATE)**  
已填妥及簽立之臨時合約 (一式兩份)
- completed and executed the Preliminary Agreement (Land) **(IN DUPLICATE)**  
已填妥及簽立之臨時合約(土地) (一式兩份)
- completed and signed Warning To Purchasers **(IN DUPLICATE)**  
已填妥及簽署之對買方的警告 (一式兩份)
- completed and signed Supplement Terms of Confirmation of Viewing of Property **(IN DUPLICATE)**  
已填妥及簽署之確認已參觀物業的附帶條款 (一式兩份)
- (Optional) (可選擇)**  
completed and signed Supplement Terms of Standby Second Mortgage Loan **(IN DUPLICATE)**  
已填妥及簽署之備用第二按揭貸款的附帶條款 (一式兩份)
- (Optional) (可選擇)**  
completed and signed Supplement Terms of Standby Early Possession **(IN DUPLICATE)**  
已填妥及簽署之備用先住後付的附帶條款 (一式兩份)
- completed and signed Vendor's Information Form **(IN DUPLICATE)**  
已填妥及簽署之賣方資料表格 (一式兩份)
- one or more Hong Kong Dollar cashier order(s) / cheque(s) issued by a licensed bank in Hong Kong in the total amount of 5% of the purchase price offered and made payable to "Leung Kin & Co."  
一張或多張由香港持牌銀行發出金額合共等於出價 5%、抬頭人為 "梁堅律師行" 的港幣銀行本票或支票
- copy(ies) of identification document(s) of all tenderers  
所有投標人的身份證明文件之副本

I/We hereby confirm that I/we agree to and am/are bound by the above terms and conditions.

我/我們特此確認我/我們同意上述條款並受上述條款約束。

I/We hereby make the following declaration on related party (please choose one of the following):

我/我們特此確認作出以下關於有關連人士的聲明(請選擇以下其一)

- I/We/one or more of us am/is/are a related party(ies)\* of the Vendors.  
我/我們/我們中有一名或多於一名人士乃賣方的有關連人士。



- I am not/We are not/None of us is a related party(ies)\* of the Vendors.  
我/我們均並非賣方的有關連人士。

\* A person is a related party to the vendors if the person is (i) a director of that vendors, or a parent, spouse or child of such a director; (ii) a manager of that vendors; (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 vendors; (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.

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權公司；(v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或(vi) 上述有聯繫法團或控權公司的經理。

\_\_\_\_\_  
Signature(s) 簽署

Name of tenderer(s) 投標人的姓名: \_\_\_\_\_

No(s). of identification documents 身份證明文件之號碼: \_\_\_\_\_

*(note: If a tenderer is a natural person please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify). If a tenderer is a company, please state (i) the company number and (ii) place of incorporation)*

*(請注意 :- 若投標人為自然人，請填上香港身份證號碼 (如不適用則填上其他有效身份證明文件如護照 (請列明) ; 若投標人為公司，請填上 (i) 公司號碼 (ii) 公司成立地點)*

(place of incorporation, if applicable 公司成立地點，如適用: \_\_\_\_\_)

Contact information of the tenderer(s) 投標人聯絡資料：

Address 地址: \_\_\_\_\_  
\_\_\_\_\_

Telephone number 電話號碼： \_\_\_\_\_

Fax number 傳真號碼: \_\_\_\_\_

Email address 電郵地址: \_\_\_\_\_

Particulars of Intermediary 中介人資料

Name 姓名： \_\_\_\_\_

EA Licence No. 地產代理牌照號碼： \_\_\_\_\_

Estate Agency 所屬地產代理公司： \_\_\_\_\_

伊甸雅苑  
EDEN VILLA

臨時買賣合約 (“臨時合約”)  
PRELIMINARY AGREEMENT  
FOR SALE AND PURCHASE  
 (“Preliminary Agreement”)

編號 Serial No.:  
日期 Date :

賣方及買方於此同意根據以下條款及附帶條款及條件出售及購買下述之物業。

The Vendor agrees to sell and the purchaser agrees to purchase the property mentioned below on the following terms and conditions and the “Other Terms and Conditions”.

賣方 文偉雄  
Vendor: Man Wai Hung

銷售代理 牌照號碼  
Sales Agent for Vendor Licence No.

賣方授權人: 達威顧問有限公司  
Vendor's Attorney CITIWAY CONSULTANTS LIMITED

賣方律師行 梁堅律師行 電話 Tel No. : 24743811  
Vendor's Solicitors Leung Kin & Co.  
新界元朗青山公路 91-93 號恆生元朗大廈 9 樓  
9/F Hang Seng Yuen Long Building, 91-93 Castle Peak Road, Yuen Long, N.T.

簽署正式買賣合約日期 於 或以前  
Date of signing of formal agreement for sale and purchase on or before

買方 身份證號碼/護照號碼/商業登記證號碼:  
Purchaser(s) I.D. Nos./Passport Nos. /B.R. No.

(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_  
(4) \_\_\_\_\_

董事姓名及身份證號碼(只適用於公司買方)

Director's names and I.D. Nos.(for corporate purchasers only)

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

通訊地址 電話號碼 Tel No.  
Correspondence Address

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

物業地點與發展項目名稱 Location of the Property & Name of the Development

伊甸雅苑 (元朗米埔新村) 號屋 地段 第 約  
EDEN VILLA (Mai Po San Tsuen, Yuen Long) House No. 318 Lot 43 S.B ss 7 in D.D. 101

付款方法  
Payment Terms \_\_\_\_\_

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

臨時訂金 港幣 元，(即售價的 5%)於簽訂本臨時合約時付清  
Preliminary Deposit HK\$ equal to 5% of the purchase price shall be paid upon signing of this Preliminary Agreement

次期訂金 港幣 元，於 或之前付清  
Further Deposit HK\$ payable on or before

部份售價餘額 Part Payment of Purchase Price	港幣 HK\$	元, 於 payable on or before	或之前付清
	港幣 HK\$	元, 於 payable on or before	或之前付清
	港幣 HK\$	元, 於 payable on or before	或之前付清
售價餘額 Balance of Purchase Price	港幣 HK\$	元, 於完成交易時, 即 payable upon completion on or before	或之前付清

備註 Remarks

茲收到臨時訂金 Received Preliminary Deposit	港幣 HK\$	元	
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銀行名稱 Bank (支票/本票號碼 Cheque/Cashier Order No.)

買方在此同意及明白所有上列及附帶條款及條件下所述第 1-26 項有關購買本物業之規定均構成本臨時合約的部份, 並納入本臨時合約。  
It is hereby agreed and acknowledged by the purchaser that the foregoing conditions and Clauses Nos.1-26 under "Other Terms and Conditions" shall all form part of the Preliminary Agreement and are incorporated in the Preliminary Agreement for purchase of the property herein.

附帶條款及條件 Other Terms and Conditions :-

- 在本臨時合約中—  
In this Preliminary Agreement—

  - “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;  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
  - “工作日”具有該條例第 2(1)條給予該詞的涵義;  
“working day” has the meaning given by section 2(1) of that Ordinance;
  - 第 8(a)條所指的項目的樓面面積, 按照該條例第 8(3)條計算; 及  
the floor area of an item under clause 8(a) is calculated in accordance with section 8(3) of that Ordinance; and
  - 第 8(b)條所指的項目的面積, 按照該條例附表 2 第 2 部計算。  
the area of an item under clause 8(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.
- 買方須支付的臨時訂金, 須由賣方律師作為保證金保存人而持有。  
The preliminary deposit payable by the Purchaser shall be held by the Vendor's solicitors as stakeholder.
- 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—  
It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed—

  - 由買方於 \_\_\_\_\_ (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  
by the Purchaser on or before [ \_\_\_\_\_ ] (i.e. the fifth working day after the date on which this Preliminary Agreement is signed); and
  - 由賣方於 \_\_\_\_\_ (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。  
by the Vendor on or before [ \_\_\_\_\_ ] (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).

就第 3 條而言, 買方應於上述 3(a)條的指定日期當日或之前在辦公時間(即星期一至星期五上午 10 時至下午 4 時 30 分及星期六上午 10 時至中午 12 時)到上述賣方律師行辦理下列手續(a)簽署賣方律師行所訂之正式合約, (b)交付本臨時合約所列出期應付之款項並(c)交付全部有關本臨時合約及正式合約應付或所招致的印花稅。  
For the purpose of clause 3, the Purchaser shall attend the office of the Vendor's Solicitors during office hours (i.e. 10:00 a.m. to 4:30 p.m. from Monday to Friday and 10:00 a.m. to 12:00 noon on Saturday) on or before the date as specified in clause 3.(a) to (a) sign the Agreement in such standard form as prepared by the Vendor's Solicitors, (b) make further payment in accordance with the Payment Terms of this Preliminary Agreement and (c) pay all stamp duty payable or incurred on this Preliminary Agreement and the Agreement.
- 須就本臨時合約、正式合約及轉讓契支付的從價印花稅、額外印花稅及買家印花稅(如有的話), 由買方承擔并支付。  
The ad valorem stamp duty, the special stamp duty and the buyer's stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne and paid by the Purchaser.
- 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—  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed—

  - 本臨時合約即告終止;  
this Preliminary Agreement is terminated;
  - 買方支付的臨時訂金, 即被沒收歸於賣方; 及  
the preliminary deposit paid by the Purchaser is forfeited by the Vendor; and
  - 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。  
the Vendor does not have any further claim against the Purchaser for the failure.
- 買方需於正式合約中同意如買方要求並獲賣方同意之情況下簽署一份取消合約又或以其他有效等同之方式取消正式合約或終止買方於該正式合約所承擔之責任, 賣方有權於買方已付售價中扣取相等於上述物業售價百分之五之款項作為賣方同意取消該正式合約之代價但並非視為懲罰金。同時買方亦須額外付予賣方或付還賣方全部就取消該正式合約須付之律師費及開支(包括如需繳付之印花稅)。  
The Purchaser will have to agree with the Vendor in the Agreement that in the event of the Purchaser requesting and the Vendor agreeing to execute a Cancellation Agreement or any other means which has the effect of cancelling the Agreement or the obligation of the Purchaser thereunder, the Vendor shall be entitled to retain the sum of 5% of the total Purchase Price of the Property as consideration for his agreeing to cancel the Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including stamp duty, if any) in connection with the cancellation of the Agreement.

7. 本物業的度量尺寸如下—  
The measurements of the Property are as follows—

(a)	本物業的實用面積為	平方米/	平方呎*[其中—]
	the saleable area of the Property is	211.6 square metres/	2,278 square feet *[of which—]
	*[ 平方米/		平方呎為露台的樓面面積];
	*[ 16.6 square metres/	179	square feet is the floor area of the balcony];
	*[ 平方米/		平方呎為工作平台的樓面面積];
	*[ - square metres/	-	square feet is the floor area of the utility platform];
	*[ 平方米/		平方呎為陽台的樓面面積];
	*[ - square metres/	-	square feet is the floor area of the verandah];

(b) 其他度量尺寸為—

other measurements are—

*[空調機房的面積為	平方米/		平方呎];
*[the area of air-conditioning plant room is	- square metres/	-	square feet]
*[窗台的面積為	平方米/		平方呎];
*[the area of bay window is	- square metres/	-	square feet];
*[閣樓的面積為	平方米/		平方呎];
*[the area of cockloft is	- square metres/	-	square feet];
*[平台的面積為	平方米/		平方呎];
*[the area of flat roof is	- square metres/	-	square feet];
*[花園的面積為	平方米/		平方呎];
*[the area of garden is	118.2 square metres/	1272	square feet];
*[停車位的面積為	平方米/		平方呎];
*[the area of parking space is	23 square metres/	248	square feet];
*[天台的面積為	平方米/		平方呎];
*[the area of roof is	53.6 square metres/	577	square feet];
*[梯屋的面積為	平方米/		平方呎];
*[the area of stairhood is	5.7 square metres/	61	square feet];
*[前庭的面積為	平方米/		平方呎];
*[the area of terrace is	- square metres/	-	square feet];
*[庭院的面積為	平方米/		平方呎];
*[the area of yard is	- square metres/	-	square feet];

8. 本物業買賣所包括的裝置、裝修物料及設備載列於附件。

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

9. 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。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.

10. 除了上述第五項及第六項外，買方不需受本臨時合約約束。除非及直至買方簽妥上述物業之正式合約，買方不需購買上述物業之責任。This Preliminary Agreement (except clause 5 and 6 hereof) is not binding on the Purchaser. The Purchaser is not bound to purchase the Property unless and until the Agreement in respect of the Property has been executed.

11. 上述物業之售價已在本臨時合約之付款方法中列出。賣方保留權利修改上述付款方法及售價在計算方面之錯誤及遺漏。售價及付款方法以正式合約所列為準。

The Purchase Price in respect of the Property is set out in the Payment Terms. The Vendor reserves the right to rectify any errors or omissions in the Payment Terms and calculation of the Purchase Price of the Property. The amount of the Purchase Price and the Payment Terms shall be stated in the Agreement.

12. 買方須於正式合約中與賣方協議大概內容如下，本物業之買方除可將本物業用作按揭或押記外，買方不可在完成買賣交易及簽署本物業之轉讓契之前以任何方式或協議提名任何人接受本物業之轉讓契、轉售本物業或轉讓正式合約之利益。本物業的轉讓契必須以簽署本物業之正式合約的買方為受惠人。

The Purchaser will have to agree with the Vendor in the Agreement to the effect that other than entering into a mortgage or charge, the Purchaser shall not nominate any person to take up the Assignment of the Property, sub-sell the Property or transfer the benefit of the Agreement of the Property in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

13. 賣方保留修改上述物業建築圖則之權力。

The Vendor reserves the right to alter the building plans in respect of the Property whenever the Vendor considers necessary.

14. (a) 有關臨時合約及/或正式合約及/或樓契之所有印花稅(包括但不限於根據香港法例第 117 章《印花稅條例》可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)、上手契約鑑證本之費用、登記費用、圖則費及買方律師費包括處理、完成、簽署、釐印及登記臨時合約及/或正式合約及/或樓契、有關擬備、打蓋印花、登記及完成許用契(“如適用”)、大廈公契及管理合約(“大廈公契”)的適當分攤及其他有關買賣本物業之文件等費用，一概由買方負責及於成交日或之前支付。

All stamp duties (including without limitation the Ad Valorem Stamp Duty, the Special Stamp Duty, the Buyer's Stamp Duty and all additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong)) on the Preliminary Agreement and/or the Agreement and/or the subsequent Assignment, the charges for certified copy title deeds, the registration fees, plan fees and all the Purchaser's Solicitors charges and disbursements in preparing, completing, executing, stamping and registering the Preliminary Agreement and/or the Agreement and/or the Assignment, a due proportion of the costs for the preparation, stamping, registration and completion of the Deed of Licence (“if applicable”), the Deed of Mutual Covenant and Management Agreement (“DMC”) and any other documents relating to the sale and purchase of the Property shall be solely borne and paid by the Purchaser on or before completion.

(b) 買方須在賣方交吉本物業予買方時繳付管理人或賣方一切管理費按金、特別基金、泥頭清理費、預繳管理費及其他根據大廈公契規定可收取之其他按金及費用，買方並須償還賣方代本物業已支付的上述費用包括水電煤按金。

The Purchaser shall before delivery of vacant possession of the Property by the Vendor pay to the Manager or the Vendor all management fee deposit, special fund, debris removal fee, advance payment of management fees and other deposits and payments which are payable in respect of the Property under the DMC and the Purchaser shall reimburse the Vendor for all payment including without limiting to all utilities deposits already paid by the Vendor in respect of the Property.

15. 所有樓價及其他款項，買方須以抬頭寫上『梁堅律師行』之銀行本票支付。

All other payments including the Purchase Price shall be paid by the Purchaser by way of cashiers orders drawn in favour of "Leung Kin & Co.".

16. 如買方或任何人代表買方在未簽署正式合約前將本臨時合約登記於土地註冊處登記冊內，買方特此授權賣方可單方面簽署及登記一備忘錄將本臨時合約之登記從土地註冊處登記冊中刪除或取消。  
Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf before the Agreement is signed, the Purchaser hereby authorized the Vendor to unilaterally sign and register a Memorandum to vacate or cancel this Preliminary Agreement from the register of record in the Land Registry.
17. 買方如有更改通訊地址及電話須以書面通知賣方。  
The Purchaser shall inform the Vendor in writing of any change in correspondence address or telephone number.
18. 上述物業乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。  
The Property is residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance.
19. 本臨時合約簽訂前，合約雙方並無其他口頭或類似本臨時合約之協議。  
This Preliminary Agreement is not preceded by an unwritten sale agreement or an agreement for sale made between the same parties hereto and on the same terms and conditions hereof.
20. 買賣雙方同意於正式合約中列出印花稅條例第 29B(5)項所需之資料。  
The Vendor and the Purchaser shall execute the Agreement containing the matters specified in Section 29B(5) of the Stamp Duty Ordinance.
21. 除非買方未能簽署正式合約，否則賣方不可撤回或取消本臨時合約。  
The Vendor shall not withdraw from or cancel the Preliminary Agreement except when the purchaser fails to sign the Agreement.
22. 買方明白及同意向賣方買入在上述物業就政府租契所有剩餘年期的全部權益或賣方在上述物業所絕對根據及籍批地條款賦予全部權益，並受該批地條款所規限。  
The Purchaser understands and agrees that he only purchases all the Vendor's interest in the property for the residue of the term of years created by the government lease or absolutely subject to the conditions or grant.
23. 時間在各種情況下均為本臨時合約的要素。  
Time shall in every respect be of the essence of this Preliminary Agreement.
24. 請在適當方格填上「✓」號。  
Please tick as appropriate.
- 買方確認及聲明買方屬於賣方的有關連人士\*。  
 The Purchaser hereby confirms and declares that the Purchaser is a related party\* to the Vendor.
- 買方確認及聲明買方並非賣方的有關連人士\*。  
 The Purchaser hereby confirms and declares that the Purchaser is not a related party\* to the Vendor.

(適用於如買方屬賣方的有關連人士)

買方確認買方所屬關連人士的類別及與買方有關連之人士的姓名/機構的名稱如下:

(Applicable if the Purchaser is a related party\* to the Vendor)

The Purchaser hereby confirms that the category of the status of the Purchaser as related party and the name of the person/entity the Purchaser is related to are as follows:

\*關連人士 \*Related Party :-

如有以下情況，某人即屬賣方的有關連人士 -

A person is a related party to a Vendor if -

該人是 -

the person is -

- (a) 該賣方的董事，或該董事的父母、配偶或子女；  
a director of that Vendor, or a parent, spouse or child of such a director;
- (b) 該賣方的經理；  
a manager of that Vendor;
- (c) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；  
a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) 該賣方的有聯繫法團或控股公司；  
An associate corporation or holding company of that Vendor;
- (e) 上述有聯繫法團或控股公司的董事，或該董事的父母或子女；或  
a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) 上述有聯繫法團或控股公司的經理。  
a manager of such an associate corporation or holding company.

買方謹此聲明上述提供資料正確及完整。

The Purchaser declares that the above information is accurate and complete.

買方承諾，如買方在就該物業簽訂正式合約或之前就上述經買方確認及/或聲明情況有任何改變，買方將即時以書面通知賣方。

The Purchaser hereby undertakes to forthwith notify the Vendor in writing of any change that may occur, on or prior to signing the Agreement, in the information as confirmed and/or declared by the Purchaser above.

25. 買方已確認收到第 26 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。  
The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 26 and fully understands its contents.
26. 就第 25 條而言，“對買方的警告”內容如下 -  
For the purposes of clause 25, the following is the “Warning to Purchasers” -

重要提示，買方請小心閱讀

WARNING TO PURCHASERS – PLEASE READ CAREFULLY

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。  
Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
- (b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。  
You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.
- (c) 現**建議你聘用你自己的律師**，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。  
**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。  
If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.
- (e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。  
You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

我/我們已收到此警告之副本及完全明白此警告之內容。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

有關香港執業律師之資料，可向香港律師會查詢：香港中環德輔道中 71 號永安集團大廈 3 字樓。

For the details of solicitor firms practicing in Hong Kong, please contact the Law Society of Hong Kong:

3/F Wing On House, 71 Des Voeux Road Central, Hong Kong.

電話 Tel No.: 28460500 傳真 Fax No: 28450387

網址 Website: [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk)

27. 本臨時合約之中文譯本僅供參考，如有差異，仍以英文為準。  
The Chinese version of this Preliminary Agreement is for reference only and the English version thereof shall prevail in case of disparity.

買方確認已知悉上述臨時合約之條款(包括“對買方的警告”)並完全明白其內容。

The Purchaser confirms that he has taken note of the above terms and conditions of this Preliminary Agreement (including the “Warning to Purchaser”) and fully understands the contents thereof.

買方  
Purchaser

賣方授權人  
Vendor's Attorney

簽名 Signature

簽名 Signature

## APPENDIX 附件

### Fittings, Finishes and Appliances

#### 裝置、裝修物料及設備

#### Exterior Finishes

Item	Description
External Wall	Houses finished with ceramic tiles, aluminium cladding.
Window	Aluminium window frames and tinted glass.
Bay Window	Nil
Planter	Nil
Verandah or Balcony	Covered balcony is fitted with glass. Floor of balcony is finished with tiles. Wall of balcony is finished with glass balustrade and aluminium cladding.
Drying Facilities for Clothing	Nil

#### Interior Finishes

Item	Description
Lobby	Nil
Internal Wall and ceiling	Living/Dining Room and Bedrooms plastered and painted with emulsion paint where exposed.
Internal Floor	Living/Dining and Bed Room: Ceramic tiles flooring and wood skirting.
Bathroom	Walls: Ceramic tiles to exposed surface up to false ceiling level. Floor: Ceramic tiles flooring. False ceiling with light fittings.
Kitchen	Walls: Ceramic tiles to exposed surface up to false ceiling level. Floor: Ceramic tiles flooring. Ceiling: Aluminium false ceiling. Cooking bench with artificial stone countertop.

#### Interior Fittings

Item	Description
Doors	Entrance: Glass door with aluminium frame and door lock is provided. Bedrooms & Bathroom: Solid veneered doors fitted with door locks.
Bathroom	Select wall cabinet with mirror. Sanitary wares, fittings and equipment include : Chrome plated with artificial stone countertop washbasin mixer, chrome plated shower panel, vitreous china watercloset, tempered glass shower cubicle, chrome plated paper holder, stainless steel towel rail and gas water heater. Steam shower unit and 800mm width x 1500mm long bathtub are provided for master bathroom only. See 'Water Supply' below for type and material of water supply system.
Kitchen	Fitted with plastic laminate panel cabinets with artificial stone countertop. Stainless steel sink with water tap. Built in gas hob and oven, microwave oven, refrigerator and exhaust hood are provided. For fittings and equipment, please refer to Appliances Schedule. Copper piping water supply system for the kitchen.
Bedroom	No built-in wardrobe.
Telephone#	Telephone outlets are provided in living/dining room and bedrooms.
Aerials#	TV/FM outlet for local TV/FM radio programmes
Electrical installations#	Electrical switches and socket outlets with concealed conduits are provided in living/dining room, and bedrooms. Three phase electricity supply with miniature circuit breakers distribution boards are provided.
Gas Supply#	Gas supply pipes are provided and connected to gas hob cooker, oven and gas water heater.

#### Note:

# Please refer to the schedule of mechanical & electrical provisions of residential units in Sales Brochure for the location of the connection points / power points / air-conditioner points.



## Fittings, Finishes and Appliances

### 裝置、裝修物料及設備

#### Interior Fittings

Washing machine connection point	Washing machine connection point is located at roof (Design refer to the schedule of mechanical & electrical provisions of residential units for details).
Water supply	Concealed copper water pipes for cold water supply and concealed copper water pipes with thermal insulation for hot water supply. Hot water supply to bathroom is provided by gas water heater.

#### Miscellaneous

Item	Description
Lifts	Sakura Elevator Innovator / Model No : E-Feng VLP-300
Letter Box	Metal letter box for each unit is provided at each house entrance.
Refuse Collection	Nil
Water meter, Electricity meter and Gas meter	Separate meters of gas, water and electricity are provided in each unit.

#### Security Facilities

CCTV system is provided within the development.

Infrared light warning system around external fence wall.

## Fittings, Finishes and Appliances

### 裝置、裝修物料及設備

#### 外部裝修物料

細項	描述
外牆	牆身鋪砌瓷磚及鋁板
窗	選用鋁質窗框配顏色玻璃
窗台	不適用
花槽	不適用
陽台或露台	有蓋露台裝設玻璃；露台地台鋪砌磚；露台牆身鋪砌瓷磚/鋁板配玻璃欄杆
乾衣設施	不適用

#### 室內裝修物料

細項	描述
大堂	不適用
內牆及天花板	客/飯廳及睡房牆身及天花用批盪塗上乳膠漆。
內部地板	客/飯廳及睡房地面鋪砌瓷磚及木踢腳板。
浴室	牆身鋪砌瓷磚至假天花；地台鋪砌瓷磚；選用假天花，配以照明燈飾。
廚房	廚房牆身鋪砌瓷磚至假天花，廚房地台鋪砌瓷磚。天花選用鋁質假天花，灶台選用人造石物料。

#### 室內裝置

細項	描述
門	大門選用鋁玻璃門配門鎖。 睡房及浴室門選用實心木面門配門鎖。
浴室	選用吊櫃連鏡。 潔具、裝置及設備包括： 鍍鉻洗手盆龍頭、鍍鉻淋浴花灑柱、人造石檯面連洗手盆、搪瓷坐廁、強化玻璃淋浴間、鍍鉻玻璃層架、鍍鉻廁紙架、不銹鋼毛巾桿及煤氣熱水爐，並提供主人房蒸汽淋浴及套廁浴缸，尺寸800mm寬 x 1500mm長。 供水系統的類型及用料，見下文「供水」一欄。
廚房	選用塑料層壓板櫥櫃連人造石檯面和用不銹鋼洗滌盤。各座配洗滌龍頭，煤氣焗爐，抽油煙機，雪櫃及微波爐。所有電器裝置請看家電設備說明表。廚房用銅管道供水系統。
睡房	沒有嵌入式衣櫃。
電話#	客/飯廳及睡房裝有電話插座。
天線#	電視/電台天線插座均可接收本地電視/電台節目。
電力裝置#	客/飯廳及睡房均裝有隱藏式線路的插座及燈掣。 每戶提供三相電力並裝妥微型斷路器。
氣體供應#	有煤氣喉接駁煤氣煮食爐、焗爐、抽油煙機及煤氣熱水爐。

備註:

#有關電話、天線、電力裝置及煤氣供應的位置，請參閱售樓說明書的住宅單位機電裝置數量說明表。

## Fittings, Finishes and Appliances

### 裝置、裝修物料及設備

#### 室內裝置

洗衣機接駁點	洗衣機接駁點在天台位置(設計參考住宅單位機電裝置數量說明表)。
供水	冷水喉採用隱藏式之銅喉及熱水喉採用隱藏式並配有隔熱絕緣保護之銅喉。浴室裝有煤氣熱水爐供應。

#### 雜項

細項	描述
升降機	櫻花電梯/型號：E-Feng VLP-300
信箱	各座住宅入口設有每戶專用之金屬信箱。
垃圾收集	不適用
水錶、電錶及氣體表	每個單位內有獨立煤氣表，電錶及水錶。

#### 保安設施

閉路電視系統則設於發展項目範圍內。  
圍牆外安設紅外線保安系統。

**Fittings, Finishes and Appliances**
**裝置、裝修物料及設備**
**Schedule of Appliances of residential units 住宅單位家電設備說明表**

Location 位置	Appliances 設備	Available for 適用單位	Brand Name 品牌	Model Number 型號
Living / Dining 客廳/ 飯廳	Split type air-conditioner 分體式冷氣機	For all units 所有單位	PANASONIC	CS/CU-YE18MKA
	Wine Cooler 酒櫃	For all units 所有單位	VINVAUTZ	VZ166BHK
Family Room 家庭房	Split type air-conditioner 分體式冷氣機	For all units (except House 306,307,308 and 309) 所有單位 (不含306, 307,308和309號屋的睡房)	PANASONIC	CS/CU-YE9MKA
		For House 306,307 306, 307號屋	PANASONIC	CS/CU-YE18MKA
Bedroom 睡房	Split type air-conditioner 分體式冷氣機	For all units (Bedroom 3 of House 308 and Bedroom 2 of House 309) 所有單位 (不含308號屋的睡房3和309號屋的 睡房2)	PANASONIC	CS/CU-YE9MKA
		For Bedroom 3 of House 308 and Bedroom 2 of House 309 308號屋的睡房3和309號屋的睡房2	PANASONIC	CS/CU-YE12MKA
Master Bedroom 主人房	Split type air-conditioner 分體式冷氣機	For all units 所有單位	PANASONIC	CS/CU-YE18MKA
Kitchen 廚房	Built-in gas hob 煤氣煮食爐	For all units 所有單位	TGC	TRJB33MT-C
	Built-in oven 嵌入式煤氣焗爐	For all units 所有單位	TGC	TTYO
	Exhaust Hood 抽油煙機	For all units 所有單位	TGC	SENSES 900
	Microwave oven 微波爐	For all units 所有單位	BLOMBERG	MEE-3150X
	Refrigerator 雪櫃	For all units 所有單位	FISHER & PAYKEL	RF522ADX4
	Ceiling type air-conditioner 吊頂嵌入式冷氣機	For all units 所有單位	PANASONIC	CS-F18DB4E5
	Exhaust Fan 抽氣扇	For all units 所有單位	PANASONIC	FV-15WJ107

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

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的設備，便會安裝品質相若的設備。

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

**Schedule of Appliances of residential units 住宅單位家電設備說明表**

Location 位置	Appliances 設備	Available for 適用單位	Brand Name 品牌	Model Number 型號
Bathroom 浴室	Gas Water Heater 煤氣熱水爐	For all units (except Bathroom 2 and Bathroom 1 of Houses 308 and 309) 所有單位(浴室2和308,309號屋的浴室1除外)	TGC	TGW 128D
		For all Bathroom 2 浴室2	TGC	TGW 168L
	Thermo Ventilator 浴室寶	For all units (except Bathroom of Master Bedroom) 所有單位(主人房套廁除外)	PANASONIC	FV-30BG1H
		For all Bathroom of Master Bedroom 主人房套廁	PANASONIC	FV-40BE2H
	Exhaust Fan 抽氣扇	For all units 所有單位	PANASONIC	FV-15WJ107
Lavatory 廁所	Exhaust Fan 抽氣扇	Lavatory 1 (except house 305,306,307 and 308) 廁所1 (305,306,307和308號屋廁所除外)	KDK	17-CUF
		Lavatory 1 of house 305,306,307 and 308 and Lavatory 2 廁所 2 和305,306,307和308號屋的廁所1	PANASONIC	FV-15WJ107
		Servant Lavatory 工人房廁所	PANASONIC	FV-15WU507
Roof 天台	Washing Machine 洗衣機	For all units 所有單位	PANASONIC	NA-107VC4

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

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的設備，便會安裝品質相若的設備。



臨時買賣合約 (土地)

(「臨時合約」(土地))

## Preliminary Agreement For Sale And Purchase (Land)

### (“Preliminary Agreement (Land)”)

盈陞發展有限公司

賣方 Vendor : Profit Up Development Ltd 商業登記證號碼 B.R. No : 38228301

買方 Purchaser(s) : \_\_\_\_\_

身份證號碼/護照號碼/商業登記證號碼:I.D. Nos./Passport Nos./B.R.No. \_\_\_\_\_

賣方授權人 Vendor's Attorney : 達威顧問有限公司 Citiway Consultants Limited

買賣雙方同意下列條款 Both parties agree to the following terms :

1. 賣方同意出售而買方同意購入下列物業 The Vendor agrees to sell and the Purchaser agrees to purchase the following properties :

第 101 約地段第 43 號 B 分段 8 小段 A 分段及第 43 號 B 分段 34 小段(下述「該土地」)  
面積為 91.7 平方米 / 987 平方呎。

Lot. 43 S.B ss8 S.A and Lot. 43 S.B ss34 in D.D. 101 (hereinafter “the Land”)

which the area is 91.7 square metres / 987 square feet.

2. 買方確認明白根據香港法例第 117 章《印花稅條例》第 29A(1)之定義，賣方在此臨時合約(土地)所出售之該土地乃屬於非住宅物業。

The Purchaser acknowledges that the Land sold by the Vendor under this Preliminary Agreement (Land) is a non-residential property as defined under section 29A(1) of the Stamp Duty Ordinance (Cap 117, Laws of Hong Kong).

3. 售價 The Purchase Price : 港幣/HK\$ \_\_\_\_\_

4. 臨時訂金 Preliminary Deposit : 港幣/HK\$ \_\_\_\_\_ (即售價的 5%)於簽本臨時合約(土地)時付清。 equal to 5% of the Purchase Price shall be paid upon of signing of this Preliminary

Agreement (Land).

5. 買賣雙方必須於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日(即本臨時合約(土地)的簽署日期之後的第五個工作日)或之前在賣方之律師事務所簽署買賣合約(「正式合約(土地)」)。

The Purchaser and the Vendor must sign an Agreement for Sale and Purchase (“the Agreement (Land)”) at the office of the Vendor’s Solicitors on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement (Land) is signed).

6. 買方需\_\_\_\_\_年\_\_\_\_月\_\_\_\_日或之前再付給賣方次期訂金港幣\_\_\_\_\_連臨時訂金計共港幣\_\_\_\_\_。

The Purchaser must pay the Vendor a Further Deposit of HK\$\_\_\_\_\_ plus the Preliminary Deposit total in amount of HK\$\_\_\_\_\_ on or before \_\_\_\_\_.

7. 部份售價餘額港幣\_\_\_\_\_於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日或之前付清;

Part Payment of Purchase Price HK\$\_\_\_\_\_ shall be paid on or before \_\_\_\_\_;

部份售價餘額港幣\_\_\_\_\_於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日或之前付清;

Part Payment of Purchase Price HK\$\_\_\_\_\_ shall be paid on or before \_\_\_\_\_;

部份售價餘額港幣\_\_\_\_\_於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日或之前付清。

Part Payment of Purchase Price HK\$\_\_\_\_\_ shall be paid on or before \_\_\_\_\_.

8. 雙方必須於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日或以前成交。成交時買方必須清付售價餘款港幣\_\_\_\_\_。

The purchase shall be completed on or before\_\_\_\_\_. The Purchaser shall pay the balance of the Purchase Price HK\$\_\_\_\_\_ to the Vendor on or before the completion date.

9. 賣方律師 Vendor’s Solicitors: \_\_\_\_\_ 梁堅律師行 Leung Kin & Co. \_\_\_\_\_

買方律師 Purchaser’s Solicitors : \_\_\_\_\_

10. 雙方各自負責自己代表律師的費用。印花稅和一切登記費用由買方支付。

Both parties are responsible for the expenses of their own Solicitor. The cost of stamp duty and all registration fees shall be paid by the Purchaser.

11. 買賣雙方同意該土地以現狀交易，賣方於成交時交吉該土地給買方。

The Purchaser and the Vendor agree that the Land is traded in the status quo, vacant possession of the Land shall be given to the Purchaser on completion.

12. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作天日內簽立正式合約(土地) –



If the Purchaser fails to execute the Agreement (Land) within 5 working days after the date on which this Preliminary Agreement (Land) is signed,

- i. 本臨時合約(土地)即告終止；  
this Preliminary Agreement (Land) is terminated；
- ii. 買方支付的臨時訂金，即被沒收歸於賣方；及  
the Preliminary Deposit paid by the Purchaser is forfeited by the Vendor；
- iii. 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；  
the Vendor does not have any further claim against the Purchaser for the failure.

13. 該土地是以免除所有產權負擔或債項之情況下售予買方。

The Land is to be sold to the Purchaser in the absence of all encumbrance or debts.

14. 本臨時合約(土地)必須經買賣雙方共同簽署方能生效。

This Preliminary Agreement (Land) must be signed by both the Purchaser and the Vendor to be effective.

賣方授權人  
Vendor's Attorney

買方  
Purchaser(s)

\_\_\_\_\_  
簽名 Signature

\_\_\_\_\_  
簽名 Signature

賣方授權人確認收到買方交來臨時訂金

The Vendor's Attorney acknowledged that the Purchaser(s) had paid a Preliminary Deposit.

現金/支票

付款銀行

支票號碼

Cash/Cheque HK\$ \_\_\_\_\_ Payment bank : \_\_\_\_\_ Cheque No. : \_\_\_\_\_

見證人簽署

收臨時訂金人簽署

Signed by Witness : \_\_\_\_\_ Preliminary Deposit received by: \_\_\_\_\_

日期 Date : \_\_\_\_\_



**對買方的警告**  
**買方請小心閱讀**  
**WARNING TO PURCHASERS**  
**PLEASE READ CAREFULLY**

發展項目 Development : 伊甸雅苑 Eden Villa

物業名稱 Property : 318 號屋 House 318

賣方授權人 The Vendors' Attorney : 達威顧問有限公司 Citiway Consultants Limited

買方 : \_\_\_\_\_ 身份證/護照/商業登記號碼: \_\_\_\_\_

The Purchaser(s) : \_\_\_\_\_ I.D. /Passport /B.R. No.: \_\_\_\_\_

- (a) 如你繼續進行購買本物業，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買本物業。

Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.

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

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

- (d) 倘若你聘用賣方的代表律師同時代表你行事，如你與賣方之間出現衝突，該律師未必能保障你的權益，屆時你始終需要聘用你自己的律師，在此情況下，你須支付的律師費總額，可能高於若你一開始便聘用你自己的律師的話會須支付的費用。

If you instruct the solicitor for the Vendor to act for you as well and if a conflict arises between you and the Vendor the solicitor may not be able to protect your interests and you will then have to instruct your own solicitor anyway, in which case the total fees you will have to pay may be higher than the fees which you would have had to pay if you had instructed your own solicitor in the first place.

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

我/我們已收到此警告之副本及完全明白此警告之內容。

I/We acknowledge receipt of a copy of this warning and fully understand the contents thereof.

日期 年 月 日 (註: 買方填上簽署日期)

Dated this day of (note : Purchaser to fill in the date of signing)

\_\_\_\_\_  
買方簽署 Signed by the Purchaser(s)

**附帶條款 SUPPLEMENTAL TERMS**

致賣方授權人 To The Vendors' Attorney : 達威顧問有限公司 Citiway Consultants Limited

發展項目 Development : 伊甸雅苑 Eden Villa

物業名稱 Property : 318 號屋 House 318

買方 : \_\_\_\_\_ 身份證/護照/商業登記號碼: \_\_\_\_\_

The Purchaser(s) : \_\_\_\_\_ I.D. /Passport /B.R. No.: \_\_\_\_\_

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase : \_\_\_\_\_  
(註:由賣方授權人填寫 Note: to be filled by Vendors' Attorney)

本附帶條款有關該物業。賣方與買方於上述日期簽訂該物業之臨時買賣合約（「臨時合約」）。

These supplemental terms are related to the Property. The Vendor and the Purchaser entered into the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement") on the aforesaid date.

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**確認已參觀物業 Confirmation of Viewing of 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，賣方授權人已開放該物業供本人/我們參觀，

I / We, the undersigned hereby confirm that, prior to my / our signing of the preliminary agreement for sale and purchase of the Property, the Vendors' Attorney has made the Property in the Development available for viewing by me / us,

( 請選擇 Please specify)

且本人/我們已參觀過上述賣方授權人已開放的該物業及特此接受並確認在物業上提供的所有裝修設施和安裝及其周圍的基礎。

and I / we have viewed the Property made available to me / us by the Vendors' Attorney as aforesaid and hereby accept and confirm all decoration provision and installation provided on the property together with its surrounding on the as it is basis.

儘管臨時買賣合約及買賣合約包含任何條款，本附帶條款亦不會被取代，並將繼續維持有效。

These supplemental terms shall take effect and shall not be superseded by and shall continue to subsist notwithstanding anything contained in the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase.

買方簽署

Signed by the Purchaser(s)

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日期 Date: \_\_\_\_\_

## 附帶條款 SUPPLEMENTAL TERMS

致賣方授權人 To The Vendors' Attorney : 達威顧問有限公司 Citiway Consultants Limited

發展項目 Development : 伊甸雅苑 Eden Villa

物業名稱 Property : 318 號屋 House 318

買方: \_\_\_\_\_ 身份證/護照/商業登記號碼: \_\_\_\_\_

The Purchaser(s): \_\_\_\_\_ I.D. /Passport /B.R. No.: \_\_\_\_\_

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase : \_\_\_\_\_

(註:由賣方授權人填寫 Note: to be filled by Vendors' Attorney)

本附帶條款有關該物業。賣方與買方於上述日期簽訂該物業之臨時買賣合約(「臨時合約」)。

These supplemental terms are related to the Property. The Vendor and the Purchaser entered into the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement") on the aforesaid date.

### 備用第二按揭貸款的附帶條款

#### Supplemental Terms of Standby Second Mortgage Loan

##### 第二按揭貸款

買方可向賣方指定之第二按揭承按人(「第二承按人」)申請最高達成交金額之 30% 或物業估價(由第二承按人釐定)之 30%(以較低者為準)之第二按揭貸款(「第二按揭」)。第一按揭加上第二按揭總貸款額合共不得超過成交金額之 70% 或該物業估價之 70% (以較低者為準)。第二按揭及其申請受以下條款及條件規限:

1. 買方須先獲取第一按揭銀行同意該物業第二按揭之簽立, 並能出示足夠文件證明第一按揭加第二按揭及其它貸款之每月總還款額對其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」。

2. 第二按揭之年期不可超過 20 年或第一按揭之年期(以較短年期為準)。

3. 首兩年第二按揭之年利率以第二承按人引用之最優惠利率(P)減 1% (P-1%)計算。隨後第二按揭之年利率以第二承按人引用之最優惠利率(P)加 1.5% (P+1.5%)計算。(P)為最優惠利率及根據華僑永亨銀行有限公司的港元最優惠利率厘定, 於本招標公告日期, P 為每年 5.5%。最終按揭利率以第二承按人審批結果而定, 賣方並無就其作出, 或不得被視為就其作出任何不論明示或隱含之陳述作出任何之承諾或保證。

買方於決定選擇此安排前, 請先向第一按揭銀行及第二承按人查詢清楚第一按揭及第二按揭之按揭條款及條件、批核條件、申請手續及服務收費。

第二按揭之條款及條件及批核條件僅供參考, 第二承按人保留不時更改第二按揭條款及條件及批核條件的權利。

(i) 有關第一按揭及第二按揭之批核與否及按揭條款及條件以第一按揭銀行及第二承按人之最終決定為準, 與賣家及/或第二承按人無關, 且於任何情況下賣家及/或第二承按人均無需為此負責;

(ii) 賣方及/或第二承按人並無或不得被視為就第一按揭及第二按揭之按揭條款及條件及批核作出任何不論明示或隱含之陳述作出任何承諾或保證。

(iii) 所有第一按揭及第二按揭的條款及條件受制於香港金融管理局不時發出之最新指引。

(iv) 所有第二按揭之法律文件必須由第二承按人指定之律師行辦理, 買方須負責支付一切有關之律師費用及雜費。

(v) 第二承按人保留批核第二按揭之最終決定權利。

### **Second Mortgage Loan**

The Purchaser may apply for a second mortgage loan (“Second Mortgage”) from any of the Vendor’s designated second mortgagee(s) (the “Second Mortgagee”) for up to a maximum loan amount equivalent to 30% of the Transaction Price or 30% of the valuation of the Property (as determined by the Second Mortgagee) (whichever is lower). The total loan amount of the first mortgage and the Second Mortgage shall not exceed 70% of the Transaction Price or 70% of the valuation of the Property (whichever is lower). The Second Mortgage and its application are subject to the following terms and conditions:

1. The Purchaser shall obtained the prior consent from the first mortgagee bank to the execution of the Second Mortgage of the Property, and provide sufficient documents to prove that the ratio of the total amount of monthly repayment of the first mortgage, second mortgage and any other loan to the Purchaser’s total monthly income does not exceed the latest Debt Servicing Ratio as announced by The Hong Kong Monetary Authority.
2. The tenure of the Second Mortgage shall not exceed 20 years or the tenure of the first mortgage (whichever period is shorter).
3. For the first two years, the interest rate of the Second Mortgage shall be the Prime Rate (P) quoted by the Second Mortgagee minus 1% (P-1%). For the following years, the interest rate of the Second Mortgage shall be the Prime Rate (P) quoted by the Second Mortgagee plus 1.5% (P+1.5%). The Prime Rate (P) is subject to fluctuation of OCBC Wing Hang Bank Limited’s Prime Rate. As at the date of this tender notice, P is 5.5% per annum. The final mortgage rate will be subject to final approval by the Second Mortgagee. No representation, undertaking or warranty whatsoever, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.

The Purchaser is advised to enquire with the first mortgagee bank and Second Mortgagee on details of the terms and conditions of the mortgages, approval conditions, application procedures and service charge(s) of the first mortgage and the Second Mortgage before choosing this arrangement.

The terms and conditions and approval conditions of the second mortgage are for reference only, the Second Mortgagee reserves the rights to change the terms and conditions and approval conditions of the Second Mortgage from time to time as it sees fit.

- (i) The terms and conditions and the approval of applications for the first mortgage and the Second Mortgage are subject to the final decision of the first mortgagee bank and the Second Mortgagee, and are not related to Vendor and/or the Second Mortgagee (who shall under no circumstances be responsible therefore);
- (ii) No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by Vendor and/or the Second Mortgagee in respect of the terms and conditions and the approval of applications for the first mortgage and the second mortgage.
- (iii) All terms and conditions of the first mortgage and Second Mortgage are subject to the latest guideline as may be issued by the Hong Kong Monetary Authority from time to time.
- (iv) All legal documents of the Second Mortgage shall be prepared and handled by the solicitors designated by the Second Mortgagee and all relevant legal costs and disbursements shall be borne by the Purchaser solely.
- (v) The Second Mortgagee reserves the absolute right to decide whether or not to approve the Second Mortgage.

買方簽署

賣方授權人簽署

Signed by the Purchaser(s)

Signed by Vendors’ Attorney

日期 Date: \_\_\_\_\_

(註: 由賣方授權人填寫 Note: to be filled by Vendors’ Attorney)

## **附帶條款 SUPPLEMENTAL TERMS**

致賣方授權人 To The Vendors' Attorney : 達威顧問有限公司 Citiway Consultants Limited

發展項目 Development : 伊甸雅苑 Eden Villa

物業名稱 Property : 318 號屋 House 318

買方: \_\_\_\_\_ 身份證/護照/商業登記號碼: \_\_\_\_\_

The Purchaser(s): \_\_\_\_\_ I.D. /Passport /B.R. No.: \_\_\_\_\_

臨時買賣合約日期 Date of Preliminary Agreement for Sale and Purchase : \_\_\_\_\_

(註:由賣方授權人填寫 Note: to be filled by Vendors' Attorney)

本附帶條款有關該物業。賣方與買方於上述日期簽訂該物業之臨時買賣合約（「臨時合約」）。

These supplemental terms are related to the Property. The Vendor and the Purchaser entered into the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement") on the aforesaid date.

### **備用先住後付的附帶條款 Supplemental Terms of Standby Early Possession**

本附帶條款用以補充賣方與買方於同日簽訂的有關該物業的臨時合約。

應買方請求，賣方同意給予買方准許，准許買方以獲准許人身份按下述條款及條件佔用該物業，自簽訂下述的准許契訂定准許期的開始日期起直至該物業的買賣成交日為止（「准許期」）：

- (a) 買方須於准許期開始前不少於 30 天前以書面通知賣方申請准許佔用該物業；
- (b) 買方須已簽訂由賣方律師行所擬備的正式買賣合約（「正式合約」），且不作任何修改；
- (c) 買方須向賣方支付不少於樓價之 10%；
- (d)  由簽署正式合約起直至提前入住期結束，買方每月須繳付港幣\_\_\_\_\_，即每年港幣\_\_\_\_\_，或  
 在簽臨時買賣合約\_\_\_\_\_個月內再付樓價\_\_\_\_\_%，  
售價餘額須於本臨時合約的簽署日期之後的\_\_\_\_\_天內或於賣方向買方發出書面通知書可將該物業之業權有效地轉讓予買方的日期起 14 天內付清，以較早者為準；
- (e) 買方須簽訂由賣方律師行所擬備的准許契（「准許契」），且不作任何修改；
- (f) 於簽訂准許契時，買方須支付管理費按金、管理費上期、清理泥頭廢料的費用及在公契下有關該物業的所有按金、收費及款項；
- (g) 買方須負責支付准許期期間有關該物業的管理費、地租、差餉、所有公用設施費用、電梯保養費、入戶閘保養費及其他開支；
- (h) 該物業在買賣成交之前，買方不得轉售該物業或其任何部份，亦不得轉讓本補充協議及/或准許契的權益；
- (i) 因准許契招致的所有律師費（包括但不限於擬備准許契及為其加蓋印花稅及裁定印花稅的費

用) 一律由買方負責，並須於簽訂准許契時支付。

This Supplemental Terms is supplemental to a Preliminary Agreement entered into between the Vendor and the Purchaser of even date in respect of the Property.

The Purchaser has requested the Vendor and the Vendor has agreed to grant a licence to the Purchaser to occupy the Property as a licensee from the commencement date of the licence period as stipulated in the Deed of Licence hereinafter mentioned and expiring on the actual date of completion of the sale and purchase of the Property ("Licence Period") subject to the following terms and conditions:-

- (a) the Purchaser shall give not less than 30 days' prior written notice before the commencement of the Licence Period to the Vendor to apply for the licence of the Property;
- (b) the Agreement for Sale and Purchase ("the Agreement") in the form prepared by the Vendor's solicitors without any amendments shall have been signed by the Purchaser;
- (c) not less than 10% of the Purchase Price of the Property shall have been paid to the Vendor by the Purchaser;
- (d)  upon signing of the agreement, the Purchaser shall pay HK\$\_\_\_\_\_ per month which is HK\$\_\_\_\_\_ per annual during the period of early possession, or  
 \_\_\_\_\_% of the Purchase Price of the Property shall have been paid within \_\_\_\_\_ months after signing of the Preliminary Agreement.

The remaining balance of the of the Purchase Price shall be paid within \_\_\_\_\_ days after the date on which this Preliminary Agreement is signed or within 14 days of the date of written notification to the Purchaser that the Vendor is in a position validly to assign the Property to the Purchaser, whichever is the earlier.

- (e) a Deed of Licence ("Deed of Licence") in the form prepared by the Vendor's solicitors without any amendments shall have been executed by the Purchaser;
- (f) the Management Fee Deposit, Management Fee in Advance, Debris Removal Fee and all other relevant deposits charges or monies payable in respect of the Property under the Deed of Mutual Covenant incorporating Management Agreement affecting the Property shall have been paid by the Purchaser upon the signing of the Deed of Licence;
- (g) the Purchaser shall be responsible for the payment of the management fee, government rents, rates, all utilities charges, lift maintenance fee, entrance gate maintenance fee and other outgoings in respect of the Property during the Licence Period;
- (h) the Purchaser shall not sub-sell the Property, or any part thereof, or transfer the benefit of this Supplemental Agreement and/or the Deed of Licence before completion of the sale and purchase of the Property;
- (i) all legal costs for the Deed of Licence incurred including, but not limited to, preparation and stamping and adjudication of the Deed of Licence shall be borne by the Purchaser solely and be paid by the Purchaser upon the signing of the Deed of Licence.



買方簽署

Signed by the Purchaser(s)

賣方授權人簽署

Signed by Vendors' Attorney

日期 Date: \_\_\_\_\_

(註: 由賣方授權人填寫 *Note: to be filled by Vendors' Attorney*)

## 賣方資料表格 Vendor's Information Form

發展項目 Development : 伊甸雅苑 Eden Villa

物業名稱 Property : 318 號屋 House 318

1. 須就以上物業支付的管理費用的款額 the amount of the management fee that is payable for the above property	港幣 HK\$5,512(每月/per month)
2. 須就以上物業繳付的地稅(如有的話)的款額 the amount of the Government rent (if any) that is payable for the above property	港幣 HK\$103(每季/per quarter)
3. 業主立案法團(如有的話)的名稱 the name of the owners' incorporation (if any)	尚未形成 Yet to be formed
4. 發展項目的管理人的姓名或名稱 the name of the manager of the development	置邦物業管理有限公司 ISS EastPoint Property Management Ltd.
5. 賣方自政府或管理處接獲的關乎發展項目中的 住宅物業的擁有人須分擔的款項的任何通知 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	管理費按金的基礎(3個月管理費) : 港幣14,400元 The basis on which the management fee deposit is fixed (3 month management fee) : HK\$14,400
6. 賣方自政府接獲的規定賣方拆卸發展項目的任何 部分或將該項目的任何部分恢復原狀的任何通知 any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the development	沒有 No
7. 賣方所知的影響以上物業的任何待決的申索 any pending claim affecting the above property that is known to the vendor	沒有 No

我/我們等確認已收到賣方資料表格之副本及完全明白其內容。

I/We hereby acknowledge receipt of a copy of the Vendor's Information Form and fully understand the contents thereof.

買方簽署

Signed by the Purchaser(s)

印製日期 Dated of printing : 8/2/2022