# Acknowledgement of Receipt of Documents 收取文件的確認函

Vendor 賣方	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)* Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」				
	and Address of the	BAL RESIDENCE — 18 Hang On Street			
Develop		BAL RESIDENC		eet	
Property	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space	
該物業		FIOOI 倭僧	Flat	住宅車輛/電單車停車位	
Purchase 買方	r(s)				
	ssport/ B.R. No.				
	護照/商業登記證號碼				
Date (YY 日期 (年	//MM/DD) /月/日)				
本人/我們	,即下述簽署人,謹此確			uments relating to my/our purchase of the Property: 物業之文件:	
A.	Sales Brochure 售樓說明書				
<u> </u>				Agreement for Sale and Purchase (Appendix B)	
□ 2.	Layout Plan, Floor Plan	and Cross-Section I			
☐ 3.					
<u> </u>	$\mathcal{E}$	r regarding Roof			
<u> </u>		關於天台的確認函 Acknowledgement Letter regarding Building Maintenance Units			
<ul><li>☐ 6.</li></ul>	關於樓宇維修裝置的確 Acknowledgement Lette		Cabinet(s) and atta	ched plan	
	關於嵌入式櫃的確認函 Warning to Purchaser		(-)	F	
	對買方的警告 Acknowledgement Lette	r ragardina Stamp I	Duty		
	關於印花稅的確認函				
<u>9</u> .	Declaration regarding	g Intermediary 關於 g No Intermediary 陽	中介人的聲明,or 關於並無中介人的關	·	
	D. Purchaser Particulars 買方資料				
	個人資料收集	聲明(市區重建局及	<b></b>	newal Authority and Gainplace Limited)	
	個人資料收集	聲明(麗新地產代理	里有限公司)	eal Estate Agency Limited)	
12	Reminder to Prospective 給準買家的提醒及備用		ndby First Mortgag	e Loan	
<u> </u>	. Important Notice to Purc 買方的重要通知				
<u> </u>	. Legal fees and disbursen	nents table			
<u> </u>	. Acknowledgement Lette	律師服務收費表 Acknowledgement Letter regarding Viewing of Property			
<u> </u>	關於參觀物業的確認信 . Vendor's Information Fo				
	賣方資料表格				
_	. Acknowledgement Lette 關於廚房的確認信				
	i. Floor Plan of the Car Par 車位平面圖	king Space			
<u> </u>	. Memorandum regarding 關於車位的備忘錄	the Car Parking Spa	ace		

Signed by the 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 <sup>the</sup> 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。

#### 招標承投購買物業

有關: 香港九龍恆安街 18 號 Bal Residence (「發展項目」)

招標物業的資料

現參閱本招標公告附表(B)欄列出的物業

招標開始時間及日期: 請參閱附表(C)欄所述之時間及日期

招標截止時間及日期: 請參閱附表(D)欄所述之時間及日期

請注意,就附表(B)欄列出的任何或全部物業而言,賣方有絕對權利以修改銷售安排資料及/或發布與附表(B)欄列出的任何或全部物業有關的新銷售安排資料的方式不時更改附表(D)欄所列出的招標截止時間及/或日期。

#### 招標公告

#### 招標物業的資料

#### 香港九龍恆安街 18 號 Bal Residence

#### 請參閱本招標公告附表(B)欄列出的物

#### (「該招標物業」)

1. 市區重建局(「賣方」)及 潤澤有限公司(「如此聘用的人」)<sup>#</sup>現由附表(C) 欄所述之招標開始時間及日期(「招標開始時間」)直至附表(D)欄所述之招標截止時間及日期(「招標截止時間」)(須受以下第6段所限)招標承投購買該招標物業,惟受載於本招標公告、投標表格(作為附件A 夾附於本招標公告)(「投標表格」)及臨時買賣合約(以附件B的格式夾附於本招標公告)(「臨時合約」)的條款或條件所限。

(註:<sup>#</sup> 潤澤有限公司是賣方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。)

投標者提出要約購買的該個物業以下稱為「該投標物業」。

- 2. 投標者需注意以下事項:
  - (a) 遞交其投標書前,每位投標者應就本招標公告、投標表格及臨時合約的 條款及條件尋求法律意見。
  - (b) 每位投標者在其認為適當的情況下,可委任自己的中介人進行投標。若 投標者委任一名中介人在招標中作為其代表,有關其獲委任之中介人的 資料須於投標表格中列出。由投標者如此委任的中介人並非賣方或如此 聘用的人或賣方或如此聘用的人的任何控權或有聯繫公司的代理人。
  - (c) 以投標者身份簽署投標表格的人士須被視作為主事人。由代理人或授權 人為主事人遞交的任何投標將不予接受。
  - (d) 無行為能力之人士無權遞交投標書。
  - (e) 任何於香港以外地方註冊成立的公司遞交的任何投標書將不予接受。
  - (f) 整個發展項目出售予公司買方的住宅物業數目將不會多於 16 個。

- (g) 每位投標者只可購買發展項目內的不多於兩個住宅物業(不論購買的住宅物業是否該招標物業)。為本第 2(g)段目的,由不同組合的個人組成的投標者不視為同一投標者。
- (h) 投標者可購買不多於 3 個住宅停車位 (「該住宅停車位」)。惟需注意:
  - (i) 在投標表格所填上之投標價代表投標住宅物業及該住宅停車位的總售價,而(除非事前獲賣方同意另作安排)投標住宅物業及該住宅停車位必須受同一份買賣合約及其後的轉讓契涵蓋並在當中定義為「該物業」。賣方無責任為投標者將投標價攤分予投標住宅物業及該住宅停車位。
  - (ii) 該住宅停車位以現狀形式出售。
  - (iii) 賣方擁有一切關於該住宅停車位的出售的最終決定權。

#### 3. 任何投標書均須:

- (a) 採用投標表格(**附件 A**)、臨時合約(**附件 B**)及附函(按下文定義)(如適用) (全部一式四份) 之格式,而投標表格、臨時合約及附函須按照載於本招標公告的條款及條件填妥並由投標者以主事人身份簽署,同時須隨附本招標公告。為作遞交投標書的目的,每位投標者須自行及自費準備足夠的投標表格、臨時合約及附函之複印本並於上述文件的每一份填妥及簽署(全部一式四份)。請填妥及簽署投標表格的英文文本或投標表格的中文文本;
- (b) 連同以下文件一併遞交:
  - (i) 相等於投標者於投標表格及臨時合約中提出要約購買的該投標物業的售價(「**售價**」) 5%的臨時訂金。港幣 200,000.00 元(作為部份臨時訂金)必須以銀行本票支付,而臨時訂金的餘額可以支票及/或銀行本票支付。每張銀行本票及/或支票必須由根據香港法例第 155 章《銀行業條例》第 16 條獲妥為發牌的銀行所簽發,抬頭寫「孖士打律師行」。
  - (ii) 如投標者是個人,組成投標者的每名個人的香港身份證/護照的複印本。
  - (iii) 如投標者是在香港註冊成立的公司,公司註冊證明書(及更改公司名稱通知書(如適用))及有效的商業登記證的複印本,以及投標者最近期的董事登記冊及周年申報表的複印本。

- (iv) 收取文件的確認函(按照夾附於本招標公告的格式由投標者填 妥並簽署);
- (v) 該物業布局圖、樓面平面圖及橫截面圖(按照夾附於本招標公告的格式由投標者填妥並簽署);
- (vi) 保證修繕缺漏函 (按照夾附於本招標公告的格式由投標者填 妥並簽署);
- (vii) 關於天台的確認函(按照夾附於本招標公告的格式由投標者填妥 並簽署);
- (viii) 關於樓宇維修裝置的確認函(按照夾附於本招標公告的格式由投標者填妥並簽署);
- (ix) 關於嵌入式櫃的確認函及附圖(按照夾附於本招標公告的格式由 投標者填妥並簽署);
- (x) 對買方的警告(按照夾附於本招標公告的格式由投標者填妥並簽署);
- (xi) 關於印花稅的確認函(按照夾附於本招標公告的格式由投標者填 妥並簽署);
- (xii) (a) 若有中介人,關於中介人的聲明(按照夾附於本招標公告的格式由投標者填妥並簽署);或
  - (b) 若無中介人,關於並無中介人的聲明(按照夾附於本招標 公告的格式由投標者填妥並簽署);
- (xiii) 關於買方資料(按照夾附於本招標公告的格式由投標者填妥並簽署)及(如適用)由地產代理/中介人確認;
- (xiv) (a)市區重建局及潤澤有限公司個人資料收集聲明(按照夾附於本招標公告的格式由投標者填妥並簽署);
  - (b)麗新地產代理有限公司個人資料收集聲明(按照夾附於本招標公告的格式由投標者填妥並簽署);
- (xv) 給準買家的提醒及備用第一按揭貸款;

- (xvi) 買方的重要通知(按照夾附於本招標公告的格式由投標者填妥並 簽署);
- (xvii) 關於參觀物業的確認信(按照夾附於本招標公告的格式由投標者 填妥並簽署);
- (xviii) 賣方資料表格(按照夾附於本招標公告的格式由投標者填妥並簽署);
- (xix) 關於廚房的確認信(按照夾附於本招標公告的格式由投標者填 妥並簽署);
- (xx) 車位平面圖;
- (xxi) 關於車位的備忘錄;及
- (xxii) 若投標者為公司,投標者授權簽署投標表格、臨時合約及其他 上述文件之董事局決議的複印本(在該董事局決議內,該獲授 權的簽署方式須與在該等文件上的簽署方式相同)

(上文第 3(b)(iv)段至第 3(b) (xxi) 段所述之文件,統稱為「附函」。) (註:請勿為上述第 3(a)和(b)段所述的任何文件填上日期。)

- (c) 放入已封妥及註明由賣方收件的信封內,並在信封面上清楚註明「Tender for **Bal Residence**」;及
- (d) 在招標開始時間至招標截止時間期間,九龍觀塘恆安街 18 號 Bal Residence 1號及2號地舖並標示為「Bal Residence Tender Box Bal Residence 投標箱」的投標箱內。請注意根據以下第6段,就任何或全部該招標物業,賣方有絕對權利以修改銷售安排資料及/或發布與任何或全部該招標物業有關的新銷售安排資料的方式不時更改招標截止時間及/或日期及/或售樓處地點。
- 4. 每位投標者須於其簽署及隨附於投標表格遞交的臨時合約(一式四份)上填寫下列資料:
  - (a) 買方(須與投標者相同)的姓名、香港身份證號碼/護照號碼/商業登記證 號碼、於香港的通訊地址/註冊辦事處地址及電話號碼,另外,若投標 者為公司,投標者董事的姓名及其香港身份證號碼/護照號碼;
  - (b) 投標者提出要約的該投標物業之售價;

- (c) 售價之付款計劃(須與投標表格第2段相符)。
- 5. 賣方不一定接納出價最高或最佳的投標書或任何一份投標書。賣方有絕對 酌情權決定是否接納任何一份投標書,其決定為最終且對所有投標者具約 束力。賣方保留根據賣方在其絕對酌情權下認為合適之條款及條件接受任 何投標書的權利。若投標者(以其個人名義而非與他人聯名)遞交多於一份投 標書,賣方保留只接受該投標者所遞交的多份投標書中的其中一份投標書 的權利。
- 6. 賣方保留在接受任何投標書前的任何時間撤回任何或全部該招標物業(包括 該投標物業或其任何部分)不予出售的權利,或在行使其絕對酌情權下認為 合適的情況下將任何或全部該招標物業(包括該投標物業或其任何部分)售予 或轉讓給任何人。賣方不承諾亦無責任去檢閱、考慮或接納出價最高的要 約或任何購買該投標物業的要約。就任何或全部該招標物業,賣方有絕對 權利以修改銷售安排資料及/或發布與任何或全部該招標物業有關的新銷售 安排資料的方式不時更改招標截止時間及/或售樓地點。
- 7. (a) 每位投標者會被視作已接納本招標公告內的條款及條件,並已承諾其投標書構成不可撤銷並按照臨時合約內的條款及條件購買該投標物業的要約。投標者不可更改或撤回該不可撤銷的購買要約,及就於 2025年 11月23日起至 2026年1月31日(包括首尾兩日)期間的任何一日的投標開始時間(即上午10時)至投標截止時間(即下午5時)期間遞交的投標書而言,該不可撤銷的購買要約都可由賣方按照本招標公告內的條款及條件於該投標書遞交之日後的14個曆日內隨時接納。
  - (b) 作為投標者於上述第 7(a)段所作之承諾的代價, 賣方同意於收到該投標者的書面要求後支付港幣 10.00 元予該投標者。
- 8. (a) 如投標書於 2025 年 11 月 23 日起至 2026 年 1 月 31 日(包括首尾兩日)期間的任何一日的投標開始時間(即上午 10 時)至投標截止時間(即下午 5 時)期間遞交,及該投標書如獲賣方接納,並於該投標書遞交之日後的14 個曆日內,將一份妥為簽署、日期為賣方簽署當日的臨時合約的對應本連同投標表格的對應本及附函的對應本(如適用)以郵遞及或快遞方式送達予中標者於投標表格所示的香港通訊地址或註冊辦事處地址及/或投標者代表律師的通訊地址(如有);或以傳真方式將上述文件送達予中標者(或安排在取回購買該投標物業之文件的授權書中獲授權的人士代表投標者取回該等文件)。

- (b) 一旦賣方在臨時合約上簽署並將之以上述方式送達予中標者,中標者 即成為臨時合約的買方,而該臨時合約將構成賣方與中標者就買賣該 投標物業的有法律約束力的協議。
- (c) 中標者須在臨時合約日期後的 5 個工作天內簽署正式買賣合約,並且按照臨時合約的條款及條件支付加付訂金和部分售價。(註:「工作天」一詞具有香港法例第 621 章《一手住宅物業銷售條例》第 2(1)條例所賦予的涵義。)
- (d) 正式買賣合約須採用賣方訂明的格式,而且其中任何條款均不得更改。正式買賣合約的格式於本招標公告附表(E)欄所述的期間可於售樓地點免費查閱。
- (e) 若中標者為公司,在簽署正式買賣合約之前,中標者的董事及/或股東 不得有任何變動。
- 9. 如投標書於 2025 年 11 月 23 日起至 2026 年 1 月 31 日(包括首尾兩日)期間的任何一日的投標開始時間(即上午 10 時)至投標截止時間(即下午 5 時)期間遞交但不獲接納,賣方須於該投標書遞交之日後的 21 個曆日內,以普通預付郵遞並註明由投標者收件及送達予投標者於投標表格所示的香港通訊地址或註冊辦事處地址的方式,通知投標者其投標書不獲接納,並同時退回其銀行本票或支票(不連同利息、費用或賠償),或安排在取回購買該投標物業之文件的授權書中獲授權的人士代表投標者取回該等文件。風險由投標者獨力承擔。
- 10. 在賣方對收到的投標書作出決定前,所有隨投標書遞交的銀行本票或支票 均不會予以兌現。如投標書獲接納,隨該投標書遞交的銀行本票或支票將 視作臨時訂金,以支付中標者按照臨時合約應繳的臨時訂金。
- 11. 如在招標截止時間當日下午 4 時至 5 時內的任何時間,懸掛 8 號或以上颱風訊號,或黑色暴雨警告在香港生效,或香港政府發出「極端情況」的公布,招標截止時間將自動順延至下一個緊接該日並在下午 4 時至 5 時之間並無懸掛 8 號或以上颱風訊號,或無發出黑色暴雨警告訊號,或沒有香港政府發出「極端情況」的公布之日子之下午 5 時。
- 12. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
- 13. 如有任何查詢,請聯絡麗新地產代理有限公司,地址為地址為香港九龍長沙灣道 680 號麗新商業中心 11 樓(查詢熱線: 8207 0808)。投標者須注意,賣 方只會回答關於該招標物業的一般問題,而不會就該招標提供法律或其他

意見。投標者應就本招標公告和相關文件的條款以及一切與該招標物業有關的事宜尋求法律及其他專業意見。

- 14. 賣方及如此聘用的人在此作出特別聲明,其或任何其代理或僱員對有意投標者或投標者的任何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。任何陳述不得視作構成本招標公告的一部份,而該等陳述或行動並不會亦不被視作闡述、更改、否定、豁免或在其他方面修改本招標公告所列出的任何條款或條件。
- 15. 賣方保留權利按其全權酌情權將任何遞交不符合規定的投標書的投標者, 或沒有按本招標公告的規定遞交有效或妥善簽署文件的投標者的資格取 消。如所遞交的投標書對根據本招標公告所須遞交的文件作出任何類型的 改動及/或增加,該投標書將被視為不符合規定的投標書。
- 16. 如本招標公告、投標遞交清單、投標表格、臨時合約及附函的英文文本與中文譯本有任何不一致,則以英文文本為準。

日期: 2025年11月19日

## <u>附表</u>

(A)	(B)	(C)	(D)	(E)
編號	該招標物業	招標開始時間及日期	招標截止時間及日期	查閱買賣合約的時間
	(投標者請以剔號表示			
	其要約購買之物業)			
1.	29 樓 C 單位 □	由 2025 年 11 月 23 日起		由 2025 年 11 月 19 日起
		至 2026 年 1 月 31 日(包	· ·	至 2026 年 1 月 31 日(包括
	29 樓 E 單位	括首尾兩日)期間每一日		首尾兩日)期間每一日的
		的上午 10 時	間每一日的下午5時	上午 10 時至下午 5 時
	住宅停車位 P3 號 _			
	上 住宅停車位 P4 號			
	住宅停車位 P5 號 _			
	住七行单位 F3 號			
	化定位素体 DC 贴			
	住宅停車位 P6 號			
	D . D . D . D			
	住宅停車位 P7 號			
	_			
	住宅停車位 P8 號			
	住宅停車位 P9 號 _			

# INVITATION FOR PURCHASE OF PROPERTY BY WAY OF TENDER

Re: Bal Residence ("Development"), No. 18 Hang On Street, Kowloon, Hong Kong

#### PARTICULARS OF THE PROPERTY(IES) FOR TENDER

Please refer to the property(ies) set out in column (B) of the Schedule hereto

## **Tender Commencement Time and Date**

: Please refer to the time and date described in column (C) of the Schedule

#### **Tender Closing Time and Date**

: Please refer to the time and date described in column (D) of the Schedule

Please note that the Vendor has the absolute right to change the closing time and/or date of the tender set out in column (D) of the Schedule in respect of any or all of the property(ies) set out in column (B) of the Schedule from time to time by amending the Information on Sales Arrangements relating to any or all of the property(ies) set out in column (B) of the Schedule.

#### **TENDER NOTICE**

## <u>PARTICULARS OF THE PROPERTY(IES) FOR TENDER</u> in Bal Residence, No. 18 Hang On Street, Kowloon, Hong Kong

Please refer to the property(ies) set out in column(B) of the Schedule hereto

("Property(ies) for Tender")

1. URBAN RENEWAL AUTHORITY (市區重建局) ( "Vendor" ) and GAINPLACE

LIMITED (潤澤有限公司)("Person So Engaged") # invite tenders for the purchase of the Property(ies) for Tender subject to the terms and conditions set out in this Tender Notice, the Form of Tender (annexed hereto as **Appendix A**) ("Form of Tender") and the Preliminary Agreement for Sale and Purchase (in the form annexed hereto as **Appendix B**) ("Preliminary Agreement") from the tender commencement time and date described in column (C) of the Schedule ("Tender Commencement Time") until, subject to paragraph 6 below, the tender closing time and date described in column (D) of the Schedule ("Tender Closing Time").

(Note: #Gainplace Limited is the person who is engaged by the Vendor to coordinate and supervise the process of designing, planning, constructing, fitting out, completing and Marketing the Development.)

The property chosen by the tenderer for his offer to purchase is hereinafter referred to as "Tendered Property".

- 2. Tenderers should note the following:
  - (a) Every tenderer should obtain legal advice on the terms and conditions of this Tender Notice, the Form of Tender and the Preliminary Agreement before he submits his tender.
  - (b) Every tenderer may appoint his own intermediary for the tender if he considers appropriate. If the tenderer shall appoint an intermediary to act for him in the tender, the relevant information on his appointed intermediary shall be set out in the Form of Tender. The intermediary so appointed by the tenderer is not the agent of the Vendor or the Person So Engaged or any holding or associated company(ies) of the Vendor or the Person So Engaged.
  - (c) The person who signs a Form of Tender as tenderer shall be deemed to be acting as a principal. Any tender submitted by an agent or attorney for a principal will not be accepted.

- (d) No person who is not legally competent to manage his affairs shall be entitled to submit a tender.
- (e) Any tender by any company which was incorporated outside Hong Kong will not be accepted.
- (f) The total number of residential properties in the Development that will be sold to corporate purchasers will not be more than 16.
- (g) A tenderer shall only be allowed to purchase not more than two (2) residential properties in the Development (whether or not the residential properties purchased are the Property(ies) for Tender). Tenderers comprising different combination of individual(s) are not regarded as the same tenderer for the purpose of this paragraph 2(g).
- (h) The tenderer shall be eligible to purchase not more than three <u>Residential Car Parking Space(s)</u> (the "Residential Car Parking Space(s)") provided that:-
  - (i) The Tender Price submitted in the Form of Tender shall represent the total Purchase Price of the tendered residential property and the Residential Car Parking Space(s). Unless with prior agreement with the Vendor, such tendered residential property and the Residential Car Parking Space(s) shall be covered by one single agreement for sale and purchase and one single subsequent assignment and within the definition of "Property" therein. The Vendor will not and is not obliged to apportion the Purchase Price for each of the tendered residential property and the Residential Car Parking Space(s).
  - (ii) The Residential Car Parking Space(s) will be sold on "as-is" basis.
  - (iii) The Vendor has the right of final decision in all matters relating to the sale of the Residential Car Parking Space(s).

#### 3. Any tender must be:

- (a) made in the Form of Tender (**Appendix A**), the Preliminary Agreement (**Appendix B**) and the Side Letters (as hereinafter defined) (where applicable) (all IN **QUADRUPLICATE**), each of which must be duly completed in accordance with the terms and conditions set out in this Tender Notice and signed by the tenderer acting as principal and with this Tender Notice attached. For the purpose of submission of tender, each tenderer shall on his own and at his sole cost make sufficient copies of the Form of Tender, the Preliminary Agreement and the Side Letters and complete and sign on each of the aforesaid documents (all in Quadruplicate). Please complete and sign either the English version of the Form of Tender or the Chinese version of the Form of Tender;
- (b) submitted together with the following:

- (i) preliminary deposit for the sum equivalent to 5% of the purchase price ("Purchase Price") of the Tendered Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement. HK\$200,000 being part of the preliminary deposit must be paid by cashier's order(s) and the balance of the preliminary deposit may be paid by cheque(s) and/or cashier's order(s). Each of the cashier's order(s) and/or cheque(s) must be issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155) in favour of "Johnson Stokes & Master".
- (ii) if the tenderer is individual(s), a copy of the HKID Card/Passport of each individual of the tenderer;
- (iii) if the tenderer is a company incorporated in Hong Kong, a copy of each of the Certificate of Incorporation (and, if applicable, Certificate of Change of Name), the valid Business Registration Certificate and the latest register of directors and annual return of the tenderer;
- (iv) Acknowledgement of Receipt of Documents (in the form annexed hereto) duly completed and signed by the tenderer;
- (v) Layout Plan, Floor Plan and Cross-Section Plan of the Property (in the form annexed hereto) duly completed and signed by the tenderer;
- (vi) Defects Warranty Letter (in the form annexed hereto) duly completed and signed by the tenderer;
- (vii) Acknowledgement Letter regarding Roof (in the form annexed hereto) duly completed and signed by the tenderer;
- (viii) Acknowledgement Letter regarding Building Maintenance Units (in the form annexed hereto) duly completed and signed by the tenderer;
- (ix) Acknowledgement Letter regarding Built-in Cabinet(s) and attached plan (in the form annexed hereto) duly completed and signed by the tenderer;
- (x) a Warning to Purchasers (in the form annexed hereto) duly completed and signed by the tenderer;
- (xi) Acknowledgement Letter regarding Stamp Duty (in the form annexed hereto) duly completed and signed by the tenderer;
- (xii) (a) if there is an intermediary, a Declaration Regarding Intermediary (in the form annexed hereto) duly completed and signed by the tenderer; or

- (b) if there is no intermediary, a Declaration Regarding No Intermediary (in the form annexed hereto) duly completed and signed by the tenderer;
- (xiii) Purchaser Particulars (in the form annexed hereto) duly completed and signed by the tenderer and, if necessary, duly verified by agency/sub-agency;
- (xiv) (a) the Personal Information Collection Statement of Urban Renewal Authority and Gainplace Limited (in the form annexed hereto) duly completed and signed by the tenderer;
  - (b) the Personal Information Collection Statement of Lai Sun Real Estate Agency Limited (in the form annexed hereto) duly completed and signed by the tenderer;
- (xv) Reminder to Prospective Purchasers and Standby First Mortgage Loan;
- (xvi) Important Notice to Purchasers (in the form annexed hereto) duly completed and signed by the tenderer;
- (xvii) Acknowledgement Letter regarding Viewing of Property (in the form annexed hereto) duly completed and signed by the tenderer;
- (xviii) Vendor's Information Form (in the form annexed hereto) duly completed and signed by the tenderer;
- (xix) Acknowledgement Letter regarding Kitchen (in the form annexed hereto) duly completed and signed by the tenderer;
- (xx) Floor Plan of the Car Parking Space;
- (xxi) Memorandum regarding the Car Parking Space; and
- (xxii) if the tenderer is a company, 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 in the manner as they are signed.

(Documents in paragraphs 3(b)(iv) to 3(b)(xxi) above are collectively referred to as "Side Letters".)

(Note: Please **<u>DO NOT DATE</u>** any of the documents mentioned in paragraphs 3(a) and (b) above.)

- (c) enclosed in a sealed envelope addressed to the Vendor and clearly marked on the outside of the envelope "Tender for Bal Residence"; and
- (d) placed in the Tender Box labelled "Bal Residence Tender Box Bal Residence 投標箱" located at Shop 1 & 2, G/F, Bal Residence, No. 18 Hang On Street, Kwun Tong, Kowloon, Hong Kong where the sale will take place between the Tender Commencement Time and the Tender Closing Time. Please note that under paragraph 6 below, the Vendor has the absolute right to change the closing time and/or date of the tender and/or the place where the sale will take place in respect of any or all of the Property(ies) for Tender from time to time by amending the Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the Property(ies) for Tender.
- 4. Each tenderer is required to fill in the following information in the Preliminary Agreement (in quadruplicate) signed and submitted by him and attached to the Form of Tender:
  - (a) the name(s), HKID Card No./Passport No./Business Registration No., correspondence address in Hong Kong/registered office and tel. no. of the Purchaser, who will be the same as the tenderer, and, if the tenderer is a company, also the names and HKID Nos./Passport Nos. of the tenderer's directors;
  - (b) the Purchase Price of the Tendered Property offered by the tenderer;
  - (c) the payment terms of the Purchase Price, which shall be in conformity with Paragraph 2 of the Form of Tender.
- 5. The Vendor does not bind itself to accept the highest or the best or any tender. The Vendor has the absolute discretion in relation to the acceptance of a tender and its decision shall be final and binding on all tenderers. The Vendor reserves the right to accept any tender on such terms and conditions as the Vendor shall in its absolute discretion think fit. If a tenderer (in its own name but not in joint names with others) submits more than one tender, the Vendor reserves the right to accept only one tender among the tenders submitted by such tenderer.
- 6. The Vendor reserves the right to withdraw any or all of the Property(ies) for Tender including the Tendered Property or any part thereof from sale or to sell or dispose of any or all of the Property(ies) for Tender including the Tendered Property or any part thereof to any person at any time before acceptance of any tender as the Vendor shall in its absolute discretion think fit. The Vendor does 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 Tendered Property. The Vendor has the absolute right to change the Tender Closing Time of the tender and/or the place where the sale will take place in respect of any or all of the Property(ies) for Tender from time to time by amending the Information on Sales Arrangements and/or issuing new Information on Sales Arrangements relating to any or all of the Property(ies) for Tender.

- 7. (a) Each tenderer shall be deemed to have accepted the terms and conditions of this Tender Notice and undertaken that his tender shall constitute an irrevocable offer to purchase the Tendered Property on the terms and conditions set out in the Preliminary Agreement and such irrevocable offer to purchase cannot be varied or withdrawn by the tenderer and, in respect of any tender submitted during the period between the tender commencement time (10:00 a.m.) and the tender closing time (5:00 p.m.) on any day during the period from 23 November 2025 until 31 January 2026 (both days inclusive), such irrevocable offer is open for acceptance by the Vendor in accordance with the terms and conditions set out in this Tender Notice within 14 calendar days after the day on which the tender is submitted.
  - (b) In consideration of the undertaking by the tenderer as mentioned in paragraph 7(a) above, the Vendor agrees to pay to the tenderer HK\$10.00 upon receipt of written demand from such tenderer.
- 8. (a) If a tender is submitted during the period between the tender commencement time (10:00 a.m.) and the tender closing time (5:00 p.m.) on any day during the period from 23 November 2025 until 31 January 2026 (both days inclusive), and if such tender is accepted by the Vendor, the Vendor shall sign the Preliminary Agreement submitted by the successful tenderer and send to the successful tenderer by post and/or by courier, at his correspondence address in Hong Kong or registered office and/or the tenderer's solicitor's correspondence address (if any) stated in his Form of Tender or by fax (or arrange for collection of the said documents by the person authorized by the tenderer under a letter of authorization for collection of documents relating to the purchase of the Tendered Property to collect documents for and on behalf of the tenderer) within 14 calendar days after the day on which the tender is submitted, a counterpart of the duly signed Preliminary Agreement, which will be dated with the date of signing by the Vendor, together with a counterpart of the Form of Tender and counterparts of the Side Letters (where applicable).
  - (b) The successful tenderer shall be the Purchaser under the Preliminary Agreement which shall form a legally binding agreement between the Vendor and the successful tenderer for the sale and purchase of the Tendered Property once the Preliminary Agreement is signed by the Vendor and delivered to the successful tenderer as aforesaid.
  - (c) The successful tenderer shall sign the Formal Agreement for Sale and Purchase within 5 working days after the date of the Preliminary Agreement and pay the further deposit and part payment(s) of the Purchase Price in accordance with the terms and conditions of the Preliminary Agreement. (Note: The expression "working day" has the meaning given by section 2(1) of the Residential Properties (First-hand Sales) Ordinance (Cap. 621).)
  - (d) The Formal Agreement for Sale and Purchase shall be in the form prescribed by the Vendor and none of the terms thereof may be altered and the form of the Formal Agreement for Sale and Purchase is available for free inspection during the period

- described in Column (E) of the Schedule hereto at the place where the sale will take place.
- (e) If the successful tenderer is a company, there shall not be any change in the director(s) and/or shareholder(s) of the successful tenderer prior to the signing of the Formal Agreement for Sale and Purchase.
- 9. A tenderer whose tender is submitted during the period between the tender commencement time (10:00 a.m.) and the tender closing time (5:00 p.m.) on any day during the period from 23 November 2025 until 31 January 2026 (both days inclusive) but is not accepted will be so informed within 21 calendar days after the day on which the tender is submitted by ordinary prepaid post addressed to him at his correspondence address in Hong Kong or registered office given in his Form of Tender or to be collected by the person authorized by the tenderer under a letter of authorization for collection of documents relating to the purchase of the Tendered Property to collect documents for and on behalf of the tenderer returning therewith his cashier's order(s) or cheque(s), without interest cost or compensation, at the sole risk of the tenderer.
- 10. All cashier's orders or cheques submitted with the tender will be retained uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted by the Vendor, the cashier's order(s) or cheque(s) submitted therewith will be treated as and applied towards payment of the preliminary deposit payable by the successful tenderer under the Preliminary Agreement.
- 11. If Typhoon Signal No.8 or above is hoisted, or black rainstorm warning is in effect in Hong Kong, or an announcement on "extreme conditions" is made by the Government of Hong Kong at any time from 4:00 p.m. to 5:00 p.m. on the day on which the closing time of the tender falls, the closing time of the tender will automatically be postponed to 5:00 p.m. on the next succeeding day in respect of which no Typhoon Signal No.8 or above is hoisted, or black rainstorm warning is in effect in Hong Kong, or no announcement on extreme conditions is made by the Government of Hong Kong at any time from 4:00 p.m. to 5:00 p.m..
- 12. Time shall in all respects be of the essence.
- 13. All enquiries shall be directed to Lai Sun Real Estate Agency Limited, of 11/F, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon (Enquiry Hotline: 8207 0808). Tenderers should note that the Vendor will only answer questions of a general nature concerning the Property(ies) for Tender and will not provide legal or other advice in respect of the subject tender. Tenderers should obtain legal and other professional advice on the terms of this Tender Notice and related documents and on all matters concerning the Property(ies) for Tender.
- 14. It is hereby specifically declared by the Vendor and the Person So Engaged that any statement, whether oral or written, made and any action taken by them or any of their agents or servants in response to any enquiry made by a prospective tenderer or tenderer shall be

for guidance and reference purposes only. Any statement shall not be deemed to form part of this Tender Notice 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 set out in this Tender Notice.

- 15. The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer who submit any non-conforming tenders or who does not submit a valid or properly executed document according to this Tender Notice. Tenders submitted which contain alterations and/or additions of any kind to the documents required to be submitted under this Tender Notice shall be treated as non-conforming tenders.
- 16. In the event of any discrepancy between the English and Chinese versions of this Tender Notice, the Tender Submission Checklist, the Form of Tender, the Preliminary Agreement and the Side Letters, the English version shall prevail.

Date: 19 November 2025

## **SCHEDULE**

(A)	(B)	(C)	(D)	(E)
No.	Property(ies) for Tender (Tenderer please tick to indicate the Property he /she / it offers to purchase)	Tender commencement time and date	Tender closing time and date	Period for inspection of Agreement
1.	Flat C on 29/F  Flat E on 29/F	10:00 a.m. on everyday from 23 November 2025 until 31 January	5:00 p.m. on everyday from 23 November 2025	10:00 a.m. to 5:00 p.m. on everyday from 19 November
	Residential Car Parking Space P3	2026 (both days inclusive)	until 31 January 2026 (both days inclusive)	2025 until 31 January 2026 (both days inclusive)
	Residential Car Parking Space P4			
	Residential Car Parking Space P5			
	Residential Car Parking Space P6			
	Residential Car Parking Space P7			
	Residential Car Parking Space P8			
	Residential Car Parking Space P9			

### 投標遞交清單

項目		文件	備註
(1)	(a)	投標表格(附件A);	遞交已簽署的附件A及
	(b)	臨時買賣合約(附件B)(由投標者填妥及簽署並隨附	附件B(兩者皆一式四份)
		本招標公告); 及	
	(c)	收取文件的確認函(由投標者簽署)	遞交四份已簽署的版本
(2)		該物業布局圖、樓面平面圖及横截面圖及附圖 (由	遞交四份已簽署的版本
(2)		投標者簽署)	
(3)		保證修繕缺漏函(由投標者簽署)	遞交四份已簽署的版本
(4)		關於天台的確認函(由投標者簽署)	遞交四份已簽署的版本
(5)		關於樓宇維修裝置的確認函(由投標者簽署)	遞交四份已簽署的版本
(6)		關於嵌入式櫃的確認函及附圖(由投標者簽署)	遞交四份已簽署的版本
(7)		對買方的警告(由投標者簽署)	遞交四份已簽署的版本
(8)		關於印花稅的確認函(由投標者簽署)	遞交四份已簽署的版本
(9)	(a)	(若有中介人)	遞交四份已簽署的版本
	(1)	關於中介人的聲明(由投標者簽署);或	
	(d)	(若無中介人)	遞交四份已簽署的版本
(10)		關於並無中介人的聲明 (由投標者簽署)	通六四八司父罗的军士
(10)		買方資料(由投標者簽署及(如適用)由地產代理/中介 人確認);	遞交四份已簽署的版本
(11)	(a)	個人資料收集聲明(市區重建局及潤澤有限公司)	遞交四份已簽署的版本
(11)	(a)	(由投標者簽署)	<b>她</b> 人口仍口放在57版中
	(b)	個人資料收集聲明 (麗新地產代理有限公司) (由投	遞交四份已簽署的版本
	(0)	標者簽署)	
(12)		給準買家的提醒及備用第一按揭	
(13)		買方的重要通知(由投標者簽署)	遞交四份已簽署的版本
(14)		相等於投標者於投標表格及臨時合約中提出要約購	
		買的該投標物業的售價 5%的臨時訂金。港幣	
		200,000.00 元(作為部份臨時訂金)必須以銀行本票支	
		付,而臨時訂金的餘額可以支票及/或銀行本票支	
		付。每張銀行本票及/或支票必須由根據香港法例	
		第155章《銀行業條例》第16條獲妥為發牌的銀行	
		所簽發,抬頭寫「孖士打律師行」	
(15)	(a)	(如投標者是個人)	
	<i>a</i> >	香港身份證或其他身份證明文件的複印本;或	
	(b)	(如投標者為在香港註冊成立的公司)	
		公司註冊證明書(及更改公司名稱通知書(如適	
		用))、有效的商業登記證、最近期的董事登記冊、	
		周年申報表及投標者授權簽署投標表格、臨時買賣	

合約及其他與投標有關的文件之董事局決議的複印 本 關於參期物業的確認信

(16)	關於參觀物業的確認信	遞交四份已簽署的版本
(17)	關於廚房的確認信	遞交四份已簽署的版本
(18)	賣方資料表格	遞交四份已簽署的版本
(19)	車位平面圖	遞交四份已簽署的版本
(20)	關於車位的備忘錄	遞交四份已簽署的版本

#### **TENDER SUBMISSION CHECKLIST**

Item		Document	Remarks
(1)	(a)	Form of Tender (Appendix A);	Submit Appendix A and
	(b)	Preliminary Agreement for Sale and Purchase	Appendix B signed (both in
		(Appendix B) duly completed and signed by the	quadruplicate)
		tenderer with Tender Notice; and	
	(c)	Acknowledgement of Receipt of Documents duly	Submit four signed versions
		signed by the tenderer	
(2)		Layout Plan, Floor Plan and Cross-Section Plan of the	Submit four signed versions
		Property duly signed by the tenderer	
(3)		Defects Warranty Letter duly signed by the tenderer	Submit four signed versions
(4)		Acknowledgement Letter regarding Roof duly signed	Submit four signed versions
		by the tenderer	
(5)		Acknowledgement Letter regarding Building	Submit four signed versions
		Maintenance Units duly signed by the tenderer	
(6)		Acknowledgement Letter regarding Built-in	Submit four signed versions
		Cabinet(s) and attached plan duly signed by the	
		tenderer	
(7)		Warning to Purchasers duly signed by the tenderer	Submit four signed versions
(8)		Acknowledgement Letter regarding Stamp Duty duly	
(0)		signed by the tenderer	
(9)	(a)	(in case there is an intermediary)	Submit four signed versions
		Declaration Regarding Intermediary duly signed by	
	(1)	the tenderer; or	
	(d)	(in case there is no intermediary)	Submit four signed versions
		Declaration Regarding No Intermediary duly signed	
(10)		by the tenderer	C-1 '4 f 1
(10)		Purchaser Particulars duly signed by the tenderer	Submit four signed versions
		and, if necessary, duly verified by agency/sub-	
(11)	(2)	agency	Calcalit farm along days as
(11)	(a)	Personal Information Collection Statement of Urban	Submit four signed versions
		Renewal Authority and Gainplace Limited duly	
	(b)	signed by the tenderer Personal Information Collection Statement of Lai Sun	Submit four gianad vargings
	(b)	Real Estate Agency Limited duly signed by the	Submit four signed versions
		tenderer	
		ICHUCICI	

- (12) Reminder to Prospective Purchasers and Standby First Mortgage
- (13) Important Notice to Purchasers duly signed by the tenderer

Submit four signed versions

- Preliminary deposit for the sum equivalent to 5% of the Purchase Price of the Tendered Property offered by the tenderer as specified in the Form of Tender and the Preliminary Agreement. HK\$200,000 being part of the preliminary deposit must be paid by cashier's order(s) and the balance of the preliminary deposit may be paid by cheque(s) and/or cashier's order(s). Each of the cashier's order(s) and/or cheque(s) must be issued by or drawn on a bank duly licensed under section 16 of the Banking Ordinance (Cap. 155) in favour of "Johnson Stokes & Master"
- (15) (a) (in the case of an individual tenderer)

  Copy of Hong Kong Identity Card(s) or other identification document(s); or
  - (b) (in case of a tenderer which is a company incorporated in Hong Kong) Copy of each of Certificate of Incorporation (and, if applicable, Certificate of Change of Name), valid Business Registration Certificate(s), latest register of directors, annual return and board resolutions of the tenderer authorizing the signing of Form of Tender, the Preliminary Agreement for Sale and Purchase and other documents in connection with the tender.
- (16) Acknowledgement Letter regarding Viewing of Property
- (17) Acknowledgement Letter regarding Kitchen
- (18) Vendor's Information Form
- (19) Floor Plan of the Car Parking Space
- (20) Memorandum regarding the Car Parking Space

Submit four signed versions

Submit four signed versions Submit four signed versions Submit four signed versions Submit four signed versions

#### 投標表格

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香港九龍恆安街 18 號 Bal	29樓 C 單位 (「指明住宅物業」)	
Residence (「發展項目」)	29樓E單位(「指明住宅物業」)	
	住宅停車位 P3 號(「該住宅停車位」)	
	住宅停車位 P4 號(「該住宅停車位」)	
	住宅停車位 P5 號(「該住宅停車位」)	
	住宅停車位 P6 號(「該住宅停車位」)	
	住宅停車位 P7 號(「該住宅停車位」)	
	住宅停車位 P8 號(「該住宅停車位」)	
	住宅停車位 P9 號(「該住宅停車位」)	
告」)及臨時買賣合約(「臨時合約		
致: 市區重建局,其辦事處	位於香港皇后大道中 183 號中遠大廈 26 村	塿(「賣方」)
潤澤有限公司 <sup>#</sup> ,其註冊 樓	册辦事處位於香港九龍長沙灣道 680 號麗	新商業中心 11
(註: # <sub>潤澤有限公司是賣方聘所</sub> 銷售的過程的人。)	用以統籌和監管發展項目的設計、規劃、建造	、裝置、完成及
1. 本人/吾等,		

,在閱讀招標公告(包括其附表)及臨時合約後,現在此按照臨時合約中更詳細列出的條款及條件向賣方要約購買該物業,售價為港幣

(投標者為香港公司)註冊辦事處地址/(投標者為個人) 香港的通訊地址為

(香港身份證號碼/護照號碼/商業登記證號碼

#### 元)(「**售價**」)。

2. 若本投標書獲賣方接納,本人/吾等將以下列方式支付售價:-

#### TC 付款計劃

<b>(I</b>	) 女	₩,	條款	A
( <del>-</del>	<i>,</i> x	Ľ	リグトノガン	1

- 臨時訂金即售價的 5%於投標書獲賣方接納當日(即賣方簽訂臨時合約的日期) 繳付。
- 售價的 5 %於臨時合約的日期後 30 日內繳付。
- 售價的 %於臨時合約的日期後 日內繳付。
- 售價的\_\_\_\_\_%於臨時合約的日期後\_\_\_\_\_日內繳付。
- 售價的\_\_\_\_\_%,即售價的餘額,於臨時合約的日期後\_\_\_\_\_日內繳付 (成交日期)。

註:百分數(%)必須為整數。

- (II) 贈品、財務優惠或利益的列表
- 1. 貸款優惠

買方可向發展商的指定財務機構申請以下貸款優惠:

- (a) 備用第一按揭貸款(只適用於買方為個人)
- 3. 一旦本投標書獲賣方根據招標公告接納,臨時合約將構成本人/吾等與賣方就買賣 該物業的有法律約束力的協議。
- 4. 本人/吾等於本投標書夾附以下文件:

(a)	由	簽發的銀行本票	厚(銀行本票號碼	
		_)及/或		的
	支票(支票號碼	),抬頭為「孑	子士打律師行」,」	以支付
	(如投標書獲賣方接納)售價	賈的 5%臨時訂金(註:清	医幣\$200,000(作爲音	部分臨

時訂金)必須以銀行本票支付,而臨時訂金的餘額可以支票及/或銀行本票支付。);

- (b) 如投標者是個人,本人/吾等的香港身份證/護照的複印本;
- (c) 如投標者為在香港註冊成立的公司,本公司的註冊證明書(及更改公司名稱 通知書(如適用))、有效的商業登記證及最近期的董事登記冊及周年申報表 的複印本;
- (d) 若投標者為公司,本公司授權簽署本投標表格、臨時合約及其他上述文件 之董事局決議的複印本(在該董事局決議內,該獲授權的簽署方式須與在該 等文件上的簽署方式相同);
- (e) 收取文件的確認函(按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (f) 指明住宅物業布局圖、樓面平面圖及橫截面圖及附圖(按照夾附於招標公告的格式由本人/吾等填妥並簽署)
- (g) 保證修繕缺漏函 (按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (h) 關於天台的確認函(按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (i) 關於樓宇維修裝置的確認函(按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (j) 關於嵌入式櫃的確認函及附圖(按照夾附於招標公告的格式由本人/吾等填 妥並簽署);
- (k) 對買方的警告(按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (I) 關於印花稅的確認函(按照夾附於招標公告的格式由本人/吾等填妥並簽署);
- (m) (i) 若有中介人,關於中介人的聲明(按照夾附於招標公告的格式由本人/吾等填妥並簽署);或
  - (ii) 若無中介人,關於並無中介人的聲明 (按照夾附於招標公告的格式 由本人/吾等填妥並簽署);
- (n) 買方資料(按照夾附於招標公告的格式由本人/吾等填妥並簽署)及(如適用) 由地產代理/中介人確認;

	(o)	(i)	市區重建局及潤澤有限公司個人資料收集聲明(按照夾附於招標公告的格式由本人/吾等填妥並簽署);			
		(ii)	麗新地產代理有限公司個人資料收集聲明 (按照夾附於招標公告的格式由本人/吾等填妥並簽署);			
	(p)	給準買	家的提醒及備用第一按揭;			
	(q)	買方的	重要通知(按照夾附於招標公告的格式由本人/吾等填妥並簽署);			
	(r)	關於參	觀物業的確認信;			
	(s)	關於廚	房的確認信(按照夾附於招標公告的格式由本人/吾等填妥並簽署);			
	(t)	賣方資	料表格;			
	(u)	車位平	面圖;及			
	(v)	關於車	位的備忘錄			
5.	處及/或 文件的 就該物	本人/吾等明確同意,賣方將臨時合約按下列本人/吾等的香港通訊地址或註冊辦事處及/或本人/吾等代表律師的通訊地址送達予本人/吾等,或在取回購買該物業之文件的授權書下獲本人/吾等授權的人士代表本人/吾等取回有關文件,此等行為將就該物業的買賣(其售價、條款及條件根據本投標表格、招標公告和臨時合約而定)構成一份正式和有約束力的合約。				
本投	標表格的	勺日期為	<b>5</b> :			
投標	者姓名:					
投標	者簽署/	投標者				
投標 號碼		善身份證				
	者位於看 辦事處		<b>追訊地址</b>			

投標者的電話號碼:

投標者的傳真號碼:

投標者聯絡人姓名:	
投標者聯絡人的電話號碼:	
投標者代表律師(如有):	
投標者代表律師的通訊地址(如有):	
投標者委任之中介人(如有)的姓名及公司名稱:	
投標者委任之中介人(如有)的中介人牌照號碼 (隨本投標表格夾附中介人牌照的複印本):	
投標者委任之中介人(如有)的聯絡資料:	

[附件A完]

#### FORM OF TENDER

	Tender	for	the	purcha	iser	of	:
--	--------	-----	-----	--------	------	----	---

Flat C on 29 <sup>th</sup> Floor	
("Specified Residential Property")	
Flat E on 29 <sup>th</sup> Floor	
("Specified Residential Property")	
Residential Car Parking Space P3	
(the "Residential Car Parking Space")	
Residential Car Parking Space P4	
(the "Residential Car Parking Space")	
Residential Car Parking Space P5	
(the "Residential Car Parking Space")	
Residential Car Parking Space P6	
(the "Residential Car Parking Space")	
Residential Car Parking Space P7	
(the "Residential Car Parking Space")	
Residential Car Parking Space P8	П
(the "Residential Car Parking Space")	
Residential Car Parking Space P9	
(the "Residential Car Parking Space")	
	Flat E on 29 <sup>th</sup> Floor ("Specified Residential Property") Residential Car Parking Space P3 (the "Residential Car Parking Space") Residential Car Parking Space P4 (the "Residential Car Parking Space") Residential Car Parking Space P5 (the "Residential Car Parking Space") Residential Car Parking Space P6 (the "Residential Car Parking Space") Residential Car Parking Space P7 (the "Residential Car Parking Space") Residential Car Parking Space P7 (the "Residential Car Parking Space") Residential Car Parking Space P8 (the "Residential Car Parking Space") Residential Car Parking Space P9

subject to the terms and conditions contained in this Form of Tender, the Tender Notice dated 19 November 2025 ("**Tender Notice**") and the Preliminary Agreement for Sale and Purchase ("**Preliminary Agreement**") as respectively attached hereto.

To: URBAN RENEWAL AUTHORITY (市區重建局) whose office is at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong ("Vendor") and GAINPLACE LIMITED# whose registered office is at 11<sup>th</sup> Floor, Lai Sun Commercial Centre, No. 680 Cheung Sha Wan Road, Kowloon, Hong Kong

(Note: #Gainplace Limited is the person who is engaged by the Vendor to coordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.)

1.	I/We,	
	(HKID Card No. / Passport No./ Business Registration No.	)

0	f

(registered office for Hong Kong company(ies) / correspondence address in Hong Kong for individual(s)), having read the Tender Notice (including the Appendixes thereto) and the Preliminary Agreement, hereby offer to purchase the Property from the Vendor at the Purchase price of HONG KONG DOLLARS

(HK\$ ) ("**Purchase Price**") and on the terms and conditions as more particularly set out in the Preliminary Agreement.

2. The Purchase Price shall be paid by me/us in the following manner, if this Tender is accepted by the Vendor: -

#### Payment Plan TC

- (I) Terms of Payment A
- A preliminary deposit equivalent to 5% of the Purchase Price shall be paid upon the tender being accepted by the Vendor (i.e. the date on which the Vendor enters into the Preliminary Agreement).
- <u>5</u> % of the Purchase Price shall be paid within <u>30</u> days after the date of the Preliminary Agreement
- \_\_\_\_\_\_\_\_days after the date of the Preliminary Agreement \_\_\_\_\_\_\_days after the
- \_\_\_\_\_\_% of the Purchase Price being balance of the Purchase Price shall be paid within \_\_\_\_\_\_\_days after the date of the Preliminary Agreement ("Completion Date")

Note: Percentage (%) must be an integer.

- (II) List of gifts, financial advantage or benefits
- 1. Loan Benefit

The Purchaser may apply for the following loan benefits from the developer's designated financing company:

- (a) Standby First Mortgage Loan (only applicable to the Purchaser who is individual)
- 3. In the event of this tender being accepted in accordance with the Tender Notice, the Preliminary Agreement shall constitute a legally binding agreement between me/us and the Vendor for the sale and purchase of the Property.
- 4. I/We enclose the following documents with this Tender:
  - (a) Cashier's order(s) (No(s). \_\_\_\_\_\_ issued by \_\_\_\_\_\_) and/or cheque(s) (No(s). \_\_\_\_\_\_ drawn on \_\_\_\_\_\_), in favour of "Johnson Stokes & Master" for the sum equivalent to 5% of Purchase Price, which shall be applied towards payment of the preliminary deposit if this Tender is accepted by the Vendor; (Note: HK\$200,000 being part of the preliminary deposit must be paid by cashier's order(s) and the balance of the preliminary deposit may be paid by cheque(s) and/or cashier's order(s).)
  - (b) in case of individual, a copy of my/our HKID Card/Passport;
  - (c) in case of a company incorporated in Hong Kong, a copy of each of the Certificate of Incorporation (and, if applicable, Certificate of Change of Name), the valid Business Registration Certificate and the latest register of directors and annual return of our company;
  - (d) in case of a company, a copy of the Board Resolutions of our company authorizing the signing of this Form of Tender, the Preliminary Agreement and the other documents mentioned in the above in the manner as they are signed;
  - (e) Acknowledgement of Receipt of Documents (in the form annexed to the Tender Notice) duly completed and signed by me/us;
  - (f) Layout Plan, Floor Plan and Cross-Section Plan of the Specified Residential Property (in the forms annexed to the Tender Notice) duly completed and signed by me/us;
  - (g) a Defects Warranty Letter (in the form annexed to the Tender Notice) duly completed and signed by me/us;
  - (h) an Acknowledgement Letter regarding Roof (in the form annexed to the Tender Notice) duly completed and signed by me/us;
  - (i) an Acknowledgement Letter regarding Building Maintenance Units (in the form annexed to the Tender Notice) duly completed and signed by me/us;

- (j) an Acknowledgement Letter regarding Built-in Cabinet(s) and attached plan (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (k) a Warning to Purchasers (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (l) an Acknowledgement Letter regarding Stamp Duty (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (m) (i) if there is an intermediary, a Declaration Regarding Intermediary (in the form annexed to the Tender Notice) duly completed and signed by me/us; or
  - (ii) if there is no intermediary, a Declaration Regarding No Intermediary (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (n) Purchaser Particulars (in the form annexed to the Tender Notice) duly completed and signed by me/us and, if necessary, duly verified by agency/sub-agency;
- (o) (i) the Personal Information Collection Statement of Urban Renewal Authority and Gainplace Limited (in the form annexed to the Tender Notice) duly completed and signed by me/us;
  - (ii) the Personal Information Collection Statement of Lai Sun Real Estate Agency Limited (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (p) Reminder to Prospective Purchasers and Standby First Mortgage;
- (q) Important Notice to Purchasers (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (r) Acknowledgement Letter regarding Viewing of Property (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (s) Acknowledgement Letter regarding Kitchen (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (t) Vendor's Information Form (in the form annexed to the Tender Notice) duly completed and signed by me/us;
- (u) Floor Plan of the Car Parking Space; and
- (v) Memorandum regarding the Car Parking Space.

5. I/We expressly agree that dispatch of the Preliminary Agreement by the Vendor to me/us at my/our Hong Kong correspondence address or registered office and/or my/our solicitor's correspondence address shown below or by collection by the person authorized by me/us under a letter of authorization for collection of documents relating to the purchase of the Property to collect documents for and on behalf of me/us shall constitute a formal and binding contract for the subject sale and purchase of the Property at the price and on the terms and conditions contained in this Form of Tender, the Tender Notice and the Preliminary Agreement.

Dated this	day of
Name of Tenderer:	
Signature(s) of Tenderer/ Name(s) and Signature(s) of Authorized Signatory(ies) of Tenderer:	
HKID No./Passport No./ Business Registration No. of Tenderer:	
Correspondence Address in Hong Kong/ Registered Office of Tenderer:	
Tel. No. of Tenderer:	
Facsimile No. of Tenderer:	
Name(s) of contact person(s) of Tenderer:	
Tel. No. of contact person(s) of Tenderer:	
Tenderer's solicitor (if any):	
Tenderer's solicitor's correspondence address (if any):	
Name and Company of Intermediary (if any) appointed by Tenderer:	
Licence No. of Intermediary (if any) appointed by Tenderer (with copy of Intermediary's licence attached hereto):	
Contact Details of Intermediary (if any) appointed by Tenderer:	

[End of Appendix A]

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

				110	
Vendor	URBAN RENEWA		Y (市區重建局)	Purchase Date	
賣方	(as "Owner"* 作為「擁有人」*) 購買日期			購買日期	
	Gainplace Limited (潤澤有限公司) (as "Person so Engaged" 作為「如此聘用的人」")				
Sales Agent for Person	n so Engaged	Lai Sun Real F	state Agency Limited		
如此聘用的人銷售代		(麗新地產代理	有限公司)		
Purchaser	Name in English	(PENTI-CIET VIE	Name in Chinese	H.K.I.D. Card /	Passport / B.R. No.
買方	英文姓名		中文姓名		照/商業登記證號碼
22/3	) \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		1 70/12 11	1703 Max 19.	W. 1501/7755000000
Address				•	
地址					
Telephone	Home 住宅	Office	公司 Mobile 手提	Contact Person	→ 形然4分 ↓
電話	Home 注土	Office	公司 Mobile 于旋	Contact Person	1 聯給人
电道					
Name and address					
of the Development	BAL RESIDENCI	E – 18 Hang On	Street		
發展項目名稱及地址	BAL RESIDENCI	E - 恆安街 18 號			
					_
Property	Flat 單位	Floor 樓	Residential Car Parking Space		on Basement Floor
本物業			住宅停車位		大·钟 唐
			Residential Motor Cycle Parking	Space	在地庫
			住宅電單車停車位		
Purchase Price	The purchase price		, which shall be paid by	the Purchaser to t	he Vendor in the
售價	the Property is	港幣	manner as follows:	<del></del>	
D 4 T	本物業的售價為	1117.0	,並須由買方按以下ス		1 11 1 1 1
Payment Term 支付條款	Preliminary deposition the sum of		, which is equal to 5% of this Prolimin		ce snail be paid upon
又门除私	the sum of 港幣 signing of this Preliminary Agreement. 臨時訂金為數 (即售價的 5%) 的臨時訂金,須於簽署本臨時合約時支				
	山山中 (1 日 ) 山上 川 ( 安大		付。	101亚 冷水然日	X hat will harmy
	Further deposit	HK\$	shall be paid on or befo	re	
	加付訂金	港幣	於		此日或之前付清。
	Part payment	HK\$	shall be paid on or befo	re	
	部份售價	港幣	於		此日或之前付清。
	Part payment	HK\$	shall be paid on or befo	re	
	部份售價	港幣	於		此日或之前付清。
	Part payment	HK\$	shall be paid on or befo	re	
	部份售價	港幣	於		此日或之前付清。
	Part payment	HK\$	shall be paid on or befo	re	11 11 11 11 11 11 11 11 11 11 11 11 11
	部份售價	港幣	於		此日或之前付清。
	Balance of Purchas Price 售價餘額		shall be paid on or befo	re	or 此口武之前任法。
	FIRE 台頂財碩	港幣	於	-	此日或之前付清。
			ctify any errors or omissions in calcu		
			e price shall be as stated in the Agreem		
	by the solicitor as s 合約內之售價為準		<b>賈計算如有錯誤或遺漏,賣方保留權</b>	四形以, 业以佳	叩安烻佣∠止八貝買
	ロッカストリイト日間は	= <i>- )</i> 			
	Payment Plan 付款	対於法			
	」 Laymont Lian [1] 亦	VIIII			
	1	I			
This Preliminary Agre	eement is subject to t	he "Other Terms	and Conditions" printed overleaf. Th	ne Purchaser has a	lso read the "Warning

to Purchasers" and fully understand the contents thereof.
本臨時合約受背頁之「其他條款及條件」所約束。買方亦已細閱給予買方之「對買方的警告」,並完全明白此警告之內容。

Cashie	wed the above preliminary deposit er Order No. / Cheque No. HKS 虎碼 / 支票號碼 港幣	Ba Ba	nk	•	
^ "Po		no is engaged by the Owner to co	o-ordinate and supervise	有人或實益擁有人。 the process of designing, planning, constructing, fitting or 長項目的設計、規劃、建造、裝置、完成及銷售的過程!	
Purcha Estate	Agent for Person so Engaged 如此 aser's Estate Agent (Company) 買 Agent 地產代理	了方地產代理(公司)	:	al Estate Agency Limited	
Estate	Agent's Licence (Individual) No.	地產代理(個人)牌照號碼	:		
	ature(s) of Purchaser(s) 簽署	For and on behalf of Lai Sun Real Estate A 代表麗新地產代理有	· •	Vendor 賣方 For and on behalf of Urban Renewal Authority 代表市區重建局	
	haser's Signature 簽署	Authorized Signature(s經授權簽署	;)	Authorized Signature(s) 經授權簽署	
Other T	one / Fax No. 電話 / 傳真號碼:  Ferms and Conditions 其他條款  this Preliminary Agreement:  本臨時合約中:	2843 2211 / 2845 9121		巷中環遮打道十號太子大廈十八樓	
(a) (b)	"saleable area" has the meanin "Ordinance"); "實用面積" 具有《一手住宅 "working day" has the meaning	三物業銷售條例》(第 621 章	ˆ 章) (「 <b>該條例</b> 」)第	erties (First-hand Sales) Ordinance (Cap.621) (t 8 條給予該詞的涵義;	
(c)	"工作日"具有該條例第 2(1)條給予該詞的涵義; (c) the floor area of an item under clause 9 and Schedule 1 is calculated in accordance with section 8(3) of that Ordinance; and 第 9 條及附件 1 所指的項目的樓面面積,按照該條例第 8(3)條計算;及 (d) the area of an item under clause 9 and Schedule 1 is calculated in accordance with Part 2 of Schedule 2 to that Ordinance. 第 9 條及附件 1 所指的項目的面積,按照該條例附表 2 第 2 部計算。				
	e preliminary deposit payable by 方須支付的臨時訂金,須由賣力			ritors as stakeholder.	
exe 按i	is intended that this Preliminary ecuted: 訂約雙方的意向,本臨時合約將 a) by the Purchaser on or before 由買方於		<b>洽約")</b> 取代,正式 (i.e. the fifth work Agreement is sigr	king day after the date on which this Preliminary	
(1	b) by the Vendor on or before 由賣方於		人 (i.e. the eighth wo Agreement is sign	orking day after the date on which this Preliminary	

4. 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。

- 5. 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。
- 6. The Purchaser shall attend the aforesaid Vendor's solicitors' office together with this Preliminary Agreement within 5 working days after the date hereof (in this respect time shall be of the essence), (i) to sign the Agreement in the standard form prepared by the Vendor's solicitors without amendment, and (ii) to pay all stamp duties payable on the Agreement.

買方須於本臨時合約之日期之後5個工作日內攜帶本臨時合約到賣方之代表律師之辦公室辦理下列手續(必須嚴守所訂日期):

- (i) 簽署由賣方之代表律師訂定的標準正式合約並不得作出任何更改,及(ii) 同時交付正式合約之所有印花稅。
- 7. If the Purchaser fails to sign 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五個工作日內簽立正式合約 -
  - (a) this Preliminary Agreement is terminated; 本臨時合約即告終止;
  - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and 買方支付的臨時訂金,即被沒收歸於賣方;及
  - (c) the Vendor does not have any further claim against the Purchaser for the failure. 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。
- 8. The measurements of the Property are as follows (for residential property of the Property) See Schedule 1; (for parking space of the Property) see as follows.

本物業的量度尺寸如下 - (就該物業的住宅物業)見附表 1;(就該物業的停車位)見如下。

Category of Parking Space	Dimensions (Length x	Area per Parking Space (sq.m.)
車位類別	Width) (metre)	每個車位面積 (平方米)
	尺寸 (長 x 寬)(米)	
Residential Car Parking Space 住宅停車位	5 x 2.5	12.5
Residential Motor Cycle Parking Space 住宅電單車停車位	2.4 x 1	2.4

- 9. The sale and purchase of the Property includes the fittings, finishes and appliances as follows (for residential property of the Property) See Schedule 2; (for parking space of the Property) Nil.
  - 本物業買賣所包括的裝置、裝修物料及設備如下 (就該物業的住宅物業)見附表 2; (就該物業的停車位)沒有。
- 10. 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。
- 11. The Purchaser has acknowledged receipt of a copy of a bilingual version of the "Warning to Purchasers" set out in clause 12 and fully understands its contents.

買方已確認收到第 12 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。

- 12. For the purposes of clause 11, the following is the "Warning to Purchasers"- 就第 11 條而言,"對買方的警告"內容如下一
  - (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。
- 你与自由运汗 明化从处理的内口的现在分词
- 13. The Purchaser will be required to covenant with the Vendor in the Agreement to the effect that in the event the Purchaser sub-sells the

Property or transfer the benefit of the Agreement in any manner whatsoever before the completion of the sale and purchase of the Property, the Purchaser shall require each sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whosoever (i) to disclose in any subsequent sub-sale Agreement for Sale and Purchase or other agreement full details (including but not limited to identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration and including but not limited to any commission, reservation or agency fees or any other amount which has been paid or given to any intermediate transaction in addition to the consideration payable to the Vendor for the purchase of the Property, and (ii) to procure from any subsequent sub-purchaser or other transferee whomsoever or new purchaser a covenant in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement to the same effect as sub-clause (i) above.

買方須與賣方在正式合約中訂明,若買方轉售本物業或將正式合約權益轉讓予第三者,則每個轉購人、受贈人、獲提名人、受益人、代辦人或其他承讓人(i)在以後的轉售合約中列明所有確認人、獲提名人及其他買或賣本物業或任何相關利益人仕的詳細資料(包括但不限於身份証號碼及完整地址),及全數金額或其他代價,包括但不限於任何佣金、訂購、代理費用或任何在其間交易所需繳付予任何人士的款項,及(ii)在以後的轉售合約中訂明,或在其他合約中加上有約束力的條文,致使每個轉購人或其他承讓人或新買家履行第(i)分條中的責任。

- 14. (a) If the Purchaser appoints the Vendor's solicitors to act for his/her behalf in respect of all legal documentation in relation to the purchase (including the Agreement, Mortgage and subsequent Assignment, etc.), the Vendor agrees to bear the Purchaser's legal costs of the Agreement and the subsequent Assignment.
  如買方選用賣方指定之代表律師作為買方之代表律師同時處理正式合約、按揭契及轉讓契等法律文件,賣方同意為買方支付正式合約及其後之轉讓契約兩項法律文件律師費用。
  - (b) If the Purchaser chooses to instruct his own solicitors to act for him in relation to the purchase, each of the Vendor and Purchaser shall pay his own solicitors' legal fees in respect of the Agreement and the subsequent Assignment. 若買方選擇另聘代表律師作為買方之代表律師處理其購買事宜,買賣雙方須各自負責有關正式合約及轉讓契兩項法律文件之律師費用。
  - (c) All legal costs and disbursements of the Purchaser's solicitors of and incidental to the preparation, completion, stamping and registration of the Agreement and the Assignment to the Purchaser shall be borne and paid by the Purchaser. 買方律師有關處理、完成、釐印及登記給予買方的正式合約及轉讓契所涉及的律師費用及雜項費用,全部由買方負責及支付。
  - (d) All stamp duty (including without limitation any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap 117) payable on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and paid by the Purchaser.

    有關本臨時合約及/或正式合約及/或轉讓契之所有印花稅(包括但不限於根據《印花稅條例》(第 117 章)可予徵收的從價印花稅及附加印花稅),一概由買方負責支付。
  - (e) All plan fees, the costs of certified copies of the relevant title deeds including plan fees for such certified copies, search fees, registration fees and other disbursements shall be borne by the Purchaser. The Purchaser shall also pay and bear all legal costs and disbursements in respect of any mortgage of the Property.

    —切圖則費用、有關業權之契約之認證副本包括圖則之費用、查冊費、註冊費及其他支出款項均須由買方承擔。一切有關本物業按揭之法律費用及其他支出,均由買方負責。
- 15. Should this Preliminary Agreement be registered in the Land Registry by the Purchaser or by any person on the Purchaser's behalf before the Agreement is executed and this Preliminary Agreement is terminated or cancelled subsequently, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel this Preliminary Agreement from the register or record in the Land Registry.

  如在簽署正式合約前,買方或其代表人在土地註冊處註冊本臨時合約,而其後本臨時合約被取消或終止,買方特此授權賣方單
  - 如在簽署正式合約前,買方或其代表人在土地註冊處註冊本臨時合約,而其後本臨時合約被取消或終止,買方特此授權賣方單方面簽署備忘錄並將該備忘錄於土地註冊處註冊以撤銷或取消本臨時合約的註冊。
- 16. This Preliminary Agreement is a binding agreement. The Vendor shall sell and the Purchaser shall purchase the Property at the purchase price and on the terms set out in this Preliminary Agreement. Save and except the preliminary deposit, all deposit(s) and balance of purchase price shall be made by cashier orders drawn in favour of the Vendor's solicitors. The Purchaser shall pay the Purchase Price pursuant to the terms and conditions herein. All payments of the purchase price shall be paid at or before 4:30p.m. Mondays to Fridays. 此臨時合約是有約束力的合約,賣方必須按此臨時合約列出之條款出售本物業,買方亦必須按該等條款購買本物業。除臨時訂金外,所有訂金及售價餘額必須以抬頭寫賣方之代表律師的銀行本票繳付。買方必須根據本臨時合約之條款及條件繳付售價。所有售價付款均須在星期一至五下午 4:30 前繳付。
- 17. (a) Subject to the provisions of sub-clauses (b) and (c) below, the Vendor and the Purchaser do not intend any term of this Preliminary Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (the "CRTPO") and agree that this Preliminary Agreement shall be excluded from the application of the CRTPO.

  賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第 623 章)(「該第三者權利條例」)強制執行本臨時合 約下任何條款,並且同意排除該第三者權利條例對本臨時合約的適用,惟受以下第(b)款及第(c)款的規定限制。
  - (b) Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of the CRTPO to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap. 621). 本條第(a)款只在並無違反《一手住宅物業銷售條例》(第 621 章)的情況下適用,而本臨時合約的條款亦只在該等情況下獲排除於該第三者權利條例的適用範圍之外。

- (c) If any term of this Preliminary Agreement is not excluded from the application of the CRTPO by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in the CRTPO) pursuant to the CRTPO:- 若本臨時合約任何條款因上述第(b)款的規定沒有從該第三者權利條例的適用範圍內排除,而第三者(在該第三者權利條例定義)可依據該第三者權利條例強制執行任何該等條款時:
  - (i) this Preliminary Agreement may still be varied from time to time or (where such right of rescission exists) rescinded without the consent of such third party and section 6(1) of the CRTPO shall not apply to this Preliminary Agreement; and 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若此撤銷權存在),而該第三者權利條例第 6(1)條將不適用於本臨時合約;及
  - (ii) notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of the CRTPO, to such third party of the provisions contained in sub-clause (c)(i) above.賣方和買方依據該第三者權利條例第 6(4)(b)條特此通知該第三者有關上述第(c)(i)款的規定。
- 18. The sale and purchase shall be completed at the offices of the Vendor's Solicitors during office hours (which means the period beginning at 10:00 a.m. of a day and ending at 4:30 p.m. of the same day) on the date when the balance of purchase price is payable. 買賣雙方同意在繳付樓價餘額當日於辦公時間(即指由上午 10 時起至同日下午 4:30 為止期間)內,在賣方律師的辦事處完成。
- 19. Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase of the Property, be entitled to vacant possession of the Property.

  除正式合約另有規定外,在完成本物業買賣交易時,買方有權獲得本物業的空置管有權(交吉)。
- 20. The Purchaser purchase with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

  賈方在購買本物業時完全知悉本物業及本物業內的裝置,裝修物料及設備的實質狀況,並接受本物業及該等裝置,裝修物料及設備的現狀。
- 21. The Property is sold on "as is" basis. (If the Purchaser has inspected the Property) The Purchaser agrees and acknowledges that he has duly inspected the Property, has knowledge of and accepts the existing state and condition of the Property. 本物業以現狀形式出售。(如買方已視察本物業)買方同意及承認已到上述物業實地視察,並清楚及接受上述物業現時之情況。
- 22. If the Property under this Preliminary Agreement consists of a residential property as well as any Residential Car Parking Space or Motor Cycle Parking Space, such Property shall be covered by one single formal agreement for sale and purchase and one single subsequent assignment.

  如本臨時合約下的本物業包括住宅物業也同時包括任何住宅車輛或電單車停車位,該物業必須由單一份正式合約及其後單一份轉讓契涵蓋。
- 23. The Land Grant stipulates that the Residential Car Parking Spaces and Residential Motor Cycle Parking Space shall not be assigned except (i) together with a residential unit of Bal Residence; or to a person who is already an owner of a residential unit of Bal Residence; or underlet except to residents of the residential units of Bal Residence. Provided that in any event not more than 3 in number of the total of Residential Car Parking Spaces and Residential Motor Cycle Parking Space shall be assigned to the owner or underlet to the resident of any one residential unit of Bal Residence.

根據批地文件規定,住宅停車位及住宅電單車停車位只可連 Bal Residence 住宅單位的業權一起轉讓予他人,或只可轉讓予已 經擁有 Bal Residence 住宅單位業權的人士;或只可出租予 Bal Residence 住戶;無論在任何情況下,均不能將多於 3 個住宅停車位及住宅電單車停車位轉讓或出租予任何一個 Bal Residence 住宅單位的業主或住客。

The completion of the sale and purchase of the Property is conditional upon the Purchaser being also the owner of at least one residential unit of Bal Residence as at the date of completion of the sale and purchase of the Property and (if requested by the Vendor) producing a duly executed assignment of the residential unit as proof; and if the aforesaid conditions shall not be fulfilled on completion, then the Vendor shall be entitled to terminate the sale and purchase of the Property, forfeit the deposit(s) paid by the Purchaser, re-sell the Property and recover from the Purchaser all losses and damages, as may be suffered by the Vendor.

買方須於本物業買賣成交之日已經成為 Bal Residence 內最少一個住宅單位的業主並(如賣方要求)提供已妥為簽訂的住宅單位的轉讓契作證明方有資格完成本物業的買賣;若在成交時前述之條件未能滿足,則賣方有權終止本物業的買賣,沒收買方已付之訂金,再次出售本物業及向買方討回賣方所遭受之一切損失及損害賠償。

- 24. The Property is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. 本物業乃屬《印花稅條例》第 29A(1)條所指的住宅物業。
- **25.** Time is in every respect of the essence of this Preliminary Agreement. 就每一方面而言,時間為本臨時合約的關鍵元素。
- 26. The Purchaser shall inform the Vendor in writing of any changes in his/her correspondence address and telephone number. 買方之通訊地址及電話號碼如有任何更改,須以書面通知賣方。
- 27. It is hereby agreed and declared 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 form whatsoever. 買賣雙方同意並聲明本臨時合約只適用於買方個人,買方無權要求賣方與其他人仕簽署正式合約,買方亦無權將本臨時合約之權益以任何形式轉讓給第三者。

28.	If there is any inconsistency or ambiguity between the Chinese version and the English version of this Preliminary Agreement, the English version shall prevail. 本臨時合約的中文版和英本版內容如有抵觸或不相符之處,以英文版為準。
29.	The Purchaser has read this Preliminary Agreement and fully understands the contents thereof. 買方已細閱本臨時合約,並完全明白其內容。
S	Signature(s) of Purchaser(s) 買方簽署

#### Schedule 1 to Preliminary Agreement for Sale and Purchase 臨時買賣合約附表 1

	measurements of the Property are as 勿業的量度尺寸如下 -	follows -				
Flat 單位						
(a)	the saleable area of the Property is 本物業的實用面積為		square metres/ 平方米/		square feet of wh 平方呎,其中—	=
		2.000	square metres/ 平方米/	22	square feet is the 平方呎為露台的	e floor area of the balcony; a 樓面面積:
	-	2.000	square metres/			floor area of the utility
	-	1.500	平方米/	16		2台的樓面面積;
	-		square metres/ 平方米/ 		square feet is the — 平方呎為陽台的	e floor area of the verandah; and 时樓面面積;
(b)	other measurements are – 其他量度尺寸為 -					
	*the area of the air-conditioning pla is 空調機房的面積為	nt room		square 平方米	metres/	square feet; 平方呎;
	*the area of the bay window is 窗台的面積為	_		 square 平方米	metres/	square feet; 平方呎;
	*the area of the cockloft is 閣樓的面積為			square 平方米	metres/	square feet; 平方呎;
	*the area of the flat roof is 平台的面積為	_		square 平方米	metres/	square feet; 平方呎;
	*the area of the garden is 花園的面積為			square 平方米	metres/	square feet; 平方呎;
	*the area of the parking space is 停車位的面積為			square 平方米	metres/	square feet; 平方呎;
	*the area of the roof is 天台的面積為	_		 square 平方米	metres/	square feet; 平方呎;
	*the area of the stairhood is 梯屋的面積為	_		 square 平方米	metres/	square feet; 平方呎;
	*the area of the terrace is 前庭的面積為	_		 square 平方米	metres/	square feet; 平方呎;
	*the area of the yard is 庭院的面積為	_		square 平方米	metres/	square feet; 平方呎;

(\* Delete as appropriate 將不適用者刪去)

Signature(s) of Purchaser(s)
買方簽署

#### Schedule 2 to Preliminary Agreement for Sale and Purchase 臨時買賣合約附表 2

Fittings, finishes and appliances 裝置、裝修物料及設備

Signature(s) of Purchaser(s) 買方簽署

#### 附錄

#### Fittings, Finishes and Appliances

Internal wall and ceiling :	Walls are finished with emulsion paint.				
內牆及天花板	牆身髹上乳膠漆。				
	Ceiling is finished with emulsion paint and partly finished with gypsum				
	board bulkhead with emulsion paint.				
	天花髹上乳膠漆及部分在表面以石膏板假陣髹上乳膠漆。				
Internal Floor :	Floor and skirting are finished with porcelain tiles (applicable to living /				
內部地板	dining rooms and bedrooms in all flats and for store in Flats C and E on				
	29/F).				
	地台及腳線以瓷磚鋪砌 (適用於所有單位之客/飯廳及睡房及二十				
	九樓 C 及 E 單位之儲物室)。				
Bathroom :	Walls where exposed are finished with porcelain tiles up to false				
浴室	ceiling level.				
	牆身外露部分直至假天花部分以瓷磚鋪砌。				
	Floor where exposed is finished with porcelain tiles.				
	地台外露部分以瓷磚鋪砌。				
	Ceiling is finished with gypsum board false ceiling and waterproof				
	emulsion paint.				
	天花裝設石膏板假天花髹上防水乳膠漆。				
	Bathroom in Store (applicable to Flats C and E on 29/F)				
	儲物室內浴室(適用於二十九樓 C 及 E 單位之儲物室內浴室)				
	Walls where exposed are finished with ceramic tiles up to false ceiling				
	level.				
	牆身外露部分直至假天花部分以瓷磚鋪砌。				
	Floor where exposed is finished with porcelain tiles.				
	地台外露部分以瓷磚鋪砌。				
	Ceiling is finished with gypsum board false ceiling and waterproof				
	emulsion paint.				
	天花裝設石膏板假天花髹上防水乳膠漆。				

#### 附錄

#### Fittings, Finishes and Appliances

裝置、裝修物料及設備

#### Kitchen 廚房

Open Kitchen (applicable to Flats A on 29/F)

開放式廚房(適用於二十九樓 A 單位之開放式廚房)

Walls are partly finished with back painted glass panel up to bottom of wall hung kitchen cabinet (except those areas covered by base kitchen cabinet at which they are finished with ceramic tiles) and partly finished with stainless steel panel up to false ceiling level. 除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外,牆身直至廚櫃吊櫃底部以焗油玻璃鋪砌,牆身直至假天花部分以不鏽鋼飾面板鋪砌。Floor is finished with porcelain tiles (except those areas covered by kitchen cabinet at which they are finished with ceramic tiles). 除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外,地台以瓷磚鋪砌。

Ceiling is partly finished with gypsum board false ceiling and waterproof emulsion paint and partly finished with stainless steel panel.

天花部分裝設石膏板假天花髹上防水乳膠漆及部分以不鏽鋼板鋪 砌。

Cooking bench is finished with solid surfacing material. 灶台以無縫實心材料鋪砌。

Open Kitchen (applicable to Flats G on 29/F)

開放式廚房(適用於二十九樓 G 單位之開放式廚房)

Walls are partly finished with back painted glass panel up to bottom of wall hung kitchen cabinet (except those areas covered by base kitchen cabinet at which they are finished with ceramic tiles) and partly finished with stainless steel panel up to false ceiling level. 除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外,牆身直至廚櫃吊櫃底部以焗油玻璃鋪砌,牆身直至假天花部分以不鏽鋼飾面板鋪砌。 Floor is finished with porcelain tiles (except those areas covered by kitchen cabinet at which they are finished with ceramic tiles). 除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外,地台以瓷磚鋪砌。

Ceiling is partly finished with gypsum board false ceiling and waterproof emulsion paint.

天花部分裝設石膏板假天花髹上防水乳膠漆。

Cooking bench is finished with solid surfacing material.

灶台以無縫實心材料鋪砌。

#### 附錄

#### Fittings, Finishes and Appliances

	Kitchen (applicable to Flats C and E on 29/F)
廚房	廚房(適用於二十九樓 C 及 E 單位之廚房)
	Walls are finished with porcelain tiles up to bottom of false ceiling
	(except those areas covered by base kitchen cabinet at which they
	are finished with ceramic tiles).
	除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外,牆身直至假天花部分以瓷磚鋪砌。
	Floor is finished with porcelain tiles (except those areas covered by
	kitchen cabinet at which they are finished with ceramic tiles).
	除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外,地台以瓷磚鋪
	砌。
	Ceiling is finished with gypsum board false ceiling and waterproof
	emulsion paint.
	天花部分裝設石膏板假天花髹上防水乳膠漆鋪砌。
	Cooking bench is finished with solid surfacing material.
	灶台以無縫實心材料鋪砌。
	Unit Main Entrance Door
門	單位大門
	Fire-rated solid-core wooden door with wood veneer finish fitted
	with eye viewer, door closer, lockset and door stopper.
	防火木皮飾面實心木門配防盜眼、門鼓、門鎖及門擋。
	Bedroom Door
	睡房門
	Hollow-core wooden door with wood veneer finish fitted with lockset
	and door stopper.
	木皮飾面空心木門配門鎖及門擋。
	Bathroom Door
	浴室門
	Hollow-core wooden door with wood veneer finish fitted with lockset
	and door stopper.
	木皮飾面空心木門配門鎖及門擋。
	Roof Door (applicable to Flats C and E of 29/F on Roof)
	天台門(適用於二十九樓 C 及 E 單位之天台)
	Solid-core wooden door with aluminum finish with lockset and
	handle.
	鋁板飾面實心木門配門鎖及手柄。
	Kitchen Door (applicable to Flats C and E on 29/F)
	廚房門(適用於二十九樓 C 及 E 單位)
	Fire-rated solid-core wooden door with wood veneer finish fitted
	with vision panel, door closer, lockset and door stopper.
	防火木皮飾面實心木門配門窗、門鼓、門鎖及門擋。

#### 附錄

#### Fittings, Finishes and Appliances

<b>D</b>	Start Branch and Start Land Start Country (20/5)
Door :	Store Door (applicable to Flats C and E on 29/F)
門	儲物室門(適用於二十九樓 C 及 E 單位)
	Hollow-core wooden door with wood veneer finish fitted with lockset
	and door stopper.
	木皮飾面空心木門配門鎖及門擋。
	Bathroom Door in Store (applicable to Flats C and E on 29/F)
	儲物室內浴室門 (適用於二十九樓 C 及 E 單位)
	PVF2 coated aluminum framed glass folding door with lockset and
	handle.
	氟碳噴塗鋁框玻璃摺門配門鎖及手柄。
	Combined Balcony and Utility Platform with A/C Platform Door
	(applicable to Flats A, C, E and G on 29/F)
	合併露台及工作平台連冷氣機平台門 (二十九樓 A、C、E 及 G 單
	位)
	PVF2 coated aluminum framed glass swing door with lockset and
	handle.
	氟碳噴塗鋁框玻璃門配門鎖及手柄。
Bathroom Fittings :	Bathroom (except Bathroom in Store in Flats C and E on 29/F)
浴室裝置	浴室(二十九樓 C 及 E 單位之儲物室內浴室除外)
	Fitted with solid surfacing material countertop.
	無縫實心材料鋪砌檯面。
	Plastic laminate finish basin cabinet.
	膠夾板飾面面盆櫃。
	Plastic laminate finish mirror cabinet.
	膠夾板飾面鏡櫃。
	Chrome plated wash basin mixer.
	鍍鉻洗面盆水龍頭。
	Chrome plated shower set.
	鍍鉻花灑套裝。
	Chrome plated shower mixer.
	鍍鉻企缸水龍頭。
	Vitreous china wash basin.
	陶瓷洗手盆。
	Vitreous china water closet.
	陶瓷坐廁。
	Glass shower cubicle.
	玻璃企缸。

#### 附錄

#### Fittings, Finishes and Appliances

Bathroom Fittings : 浴室裝置	Bathroom in Store (applicable to Flats C and E on 29/F) 儲物室內浴室(適用於二十九樓 C 及 E 單位) Chrome plated wash basin mixer. 鍍鉻洗面盆水龍頭。 Chrome plated shower set. 鍍鉻花灑套裝。 Chrome plated shower mixer. 鍍鉻企缸水龍頭。 Vitreous china wash basin. 陶瓷洗手盆。			
	Vitreous china water closet.			
	陶瓷坐廁。			
Kitchen Fittings :				
厨房裝置	開放式廚房(適用於二十九樓 A 及 G 單位)			
	Fitted with cabinets finished with plastic laminate and acrylic with			
	solid surfacing material countertop.			
	選用膠夾板面廚櫃及無縫實心材料灶台。			
	Stainless steel sink with chrome plated sink mixer.			
	不鏽鋼洗滌盆及鍍鉻水龍頭。			
	Fitted with the following fire services installations: sprinkler head at			
	the ceiling, addressable smoke detectors with sounder base, full			
	height wall having fire resistance rating of -/30/30.			
	配置以下消防裝置: 天花位置的消防花灑頭、可定位煙霧探測器			
	連警報基座、全高度防火牆 (耐火等級-/30/30)。			
	Kitchen (applicable to Flats C and E on 29/F)			
	廚房 (適用於二十九樓 C 及 E 單位)			
	Fitted with cabinets finished with plastic laminate and acrylic with			
	solid surfacing material countertop.			
	膠夾板面廚櫃及無縫實心材料灶台。			
	Stainless steel sink with chrome plated sink mixer.			
	不鏽鋼洗滌盆及鍍鉻水龍頭。			

#### 附錄

#### Fittings, Finishes and Appliances

裝置、裝修物料及設備

Other Provisions 其他設備 Direct Expansion Split Type Air-conditioner

分體式冷暖機

**Electrical Water Heater** 

電熱水爐

**Bathroom Thermo Ventilator** 

浴室寶

In-line Duct Type Exhaust Fan (applicable to Store Bathroom in Flats C

and E on 29/F)

軸向輸送風扇(適用於二十九樓 C 及 E 單位儲物室內浴室)

**Built-in Washer Dryer** 

嵌入式洗衣乾衣機

Telescopic Type Cooker Hood

拉趟式抽油煙機

**Built-in Induction Hob** 

嵌入式平面爐

Built-in Microwave Oven with Grill (applicable to Flats A and G on

29/F)

嵌入式微波烤焗爐(適用於二十九樓 A 及 G 單位)

Built-in Steam Oven (applicable to Flats C and E on 29/F)

嵌入式蒸爐(適用於二十九樓 C 及 E 單位)

Built-in Refrigerator (applicable to Flats A and G on 29/F)

嵌入式雪櫃(適用於二十九樓 A 及 G 單位)

Built-in Fridge-Freezer (applicable to Flats C and E on 29/F)

嵌入式雪櫃 (適用於二十九樓 C 及 E 單位)

18 Bottles Wine Cellar (applicable to Flats C and E on 29/F)

18 格酒櫃 (適用於二十九樓 C 及 E 單位)

樓面平面圖 Floor Plan 如適用)

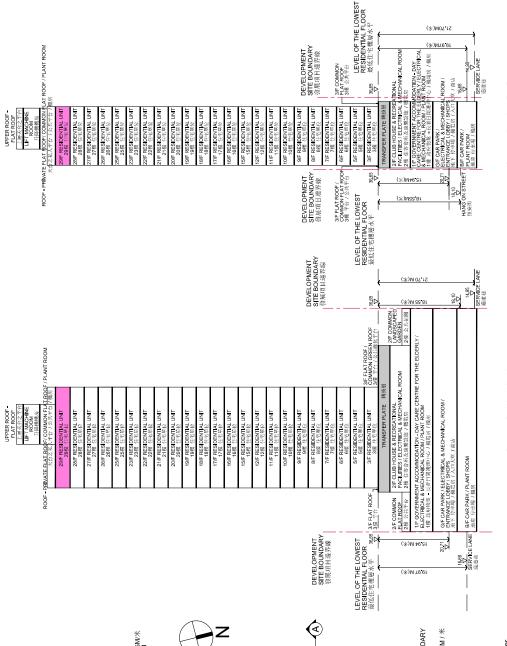
(if applicable)

**BAL RESIDENCE** 

29 樓層 Floor

O 單位 Flat

# Cross - Section Plan 横截面圖



Layont Plan 布局圖

FLATC

FLATE

FLAT A

FLAT G

Cross - Section A - A 橫截面 A-A

> This document and the information contained herein are for reference only. The Vendor reserves the right to alter the building plans in accordance of Transactions are available for inspection on the website for the Development:www.balresidence.com.hk, 買方請參閱傳機說明書所載之評惛。梅機說明書所載之評惛。梅樓說明書、價單及成交記錄冊之電子稅本於發展項目之互聯網網站提供參考:www.balresidence.com.hk。

Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brochure, Price List(s) and Register

A complete set of updated building plans approved by the Building Authority under the Buildings Ordinance is available in the sales office for

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

with the agreement for sale and purchase whenever the Vendor considers necessary.

Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail. 中英文版本如有歧義,以英文版本為準。

建築事務監督根據建築物條例批准之最新全套建築圖則可於售樓處免費參閱。

inspection by prospective purchasers free of charge.

DEVELOPMENT SITE BOUNDARY 發展項目邊界線

GE TVNE

LAWN \$15

➌

PLAT ROCF

15M/米

Scale 比例:

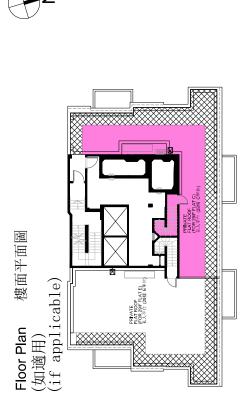
Note: The layout of the residential floor of the Development shown on the Layout Plan is made releience to the residential floor plan of 25°F of the Development. 循注 ARM 中級市的發展均升往交響带市局支擊振發斯以上29號的往右右側。

Cross - Section B - B 横截面 B-B Signed by the Purchaser(s) 買方簽署

Height is meters above Hong Kong Principal Datum (HKPD)

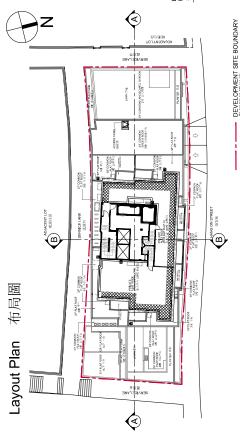
Remark : 1, 4/F, 13/F, 14/F and 24/F are omitted.

1. 不設4樓、13樓、14樓及24樓。 香港主水平基準以上高度(米)



Note: The description "Private Flat Roof" shown on each plan herein is, in fact, the "Roof" forming part of the relevant residential property or SQF. Rease refer to the "Floor Plans of Residential Properties in the Square for details.

Residential Properties in the sales brochaned for details.



Note: The layout of the floar of the Development shown on the Layout Plan is made reference to the roof plan of the Development.

福記: 布瓦圖十級示的黎度項目機關布局達整機發展項目表令平面圖。

Scale 比例:

15M/\* DEVELOPMENT SITE BOUNDARY 發展項目邊界線 10

Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brochure, Price List(s) and Register Transactions are available for inspection on the website for the Development: www.balesidence.com.hk. 写为需要的情况之类性,使概念可靠,使概念可靠,假可及及它回接和一定可存本体验规度用之一距解相继结构多类:www.balesidence.com.hk。可持需要的情况是一个正确相似的。 with the agreement for sale and purchase whenever the Vendor considers necessary.

本文作及其内容催供参考。實方保留權利按買賣合約規定在每擔賈方認為有需要時改創建築圖則。 A complete set of updated building plans approved by the Building Authority under the Buildings Ordinance is available in the sales office for

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Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail. 中英文版本如有歧義,以英文版本為準。

**BAL RESIDENCE** 

樓層 Floor

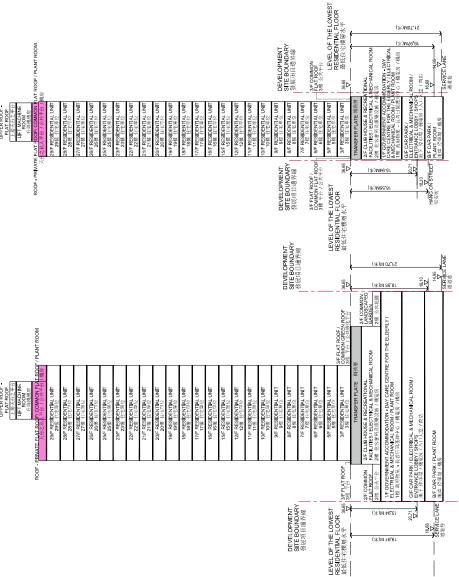
單位

 $\circ$ 

ROOF 天台

Flat

# 橫截面圖 Cross - Section Plan



Cross - Section A - A 模截面 A-A

Cross - Section B - B 模截面 B-B Signed by the Purchaser(s) 買方簽署

✓ Height is meters above Hong Kong Principal Datum (HKPD) 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.

1. 不設4樓、13樓、14樓及24樓。

樓面平面圖 (if applicable) Floor Plan (如適用)

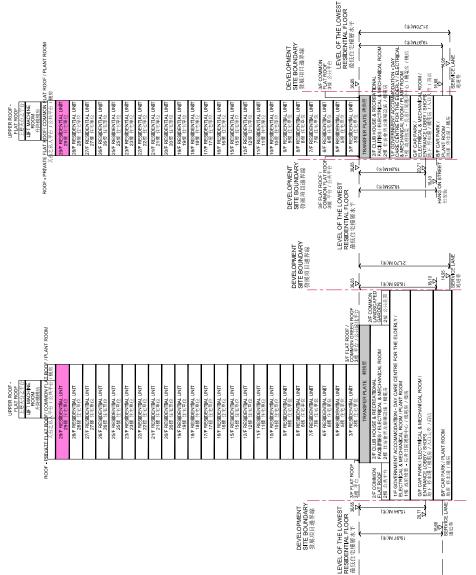


# **BAL RESIDENCE**

29 樓層 Floor

Ш 單位 Flat

# Cross - Section Plan 横截面圖



ADDINGENT LOT REALISER

Layout Plan 布局圖

FLATC

FLATE

FLAT A

FLAT G

**(** 

HITE SEKNICE I PANE

➌

DEVELOPMENT SITE BOUNDARY 發展項目過界線

15M/米

9

Scale 比例:

Note: The layout of the residential floor of the Development shown on the Layout Plan is made relection to the residential floor plan of 29F of the Development. 葡萄油 none in the layout Plan is made reference to the residential floor plan of 29F of the Development. 葡萄油 none in the layout Plan is

Cross - Section A - A 横截面 A-A

Cross - Section B - B 横截面 B - B

Signed by the Purchaser(s) 買方簽署

本文件及其内容催供参考。實方保留權利按買賣合約規定在每當賈方認為有需要時改動建築圖則。 A complete set of updated building plans approved by the Building Authority under the Buildings 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國則可於皆樓處免費參閱。

with the agreement for sale and purchase whenever the Vendor considers necessary.

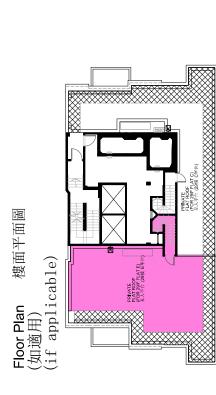
of Transactions are available for inspection on the website for the Development:www.balresidence.com.hk. 買方請參閱售機說明書所載之辞情。售機說明書、價單及成交記錄冊之電子版本於發展項目之互聯網網站提供參考:www.balresidence.com.hk。 This document and the information contained herein are for reference only. The Vendor reserves the right to alter the building plans in accordance

Purchasers are reminded to refer to the Sales Brochure for more details. Electronic copies of the Sales Brochure, Price List(s) and Register

Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail. 中英文版本如有歧義,以英文版本為準。

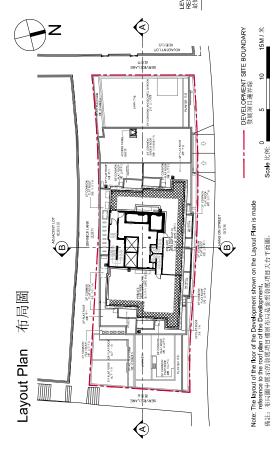
✓ Height is meters above Hong Kong Principal Datum (HKPD) 香港主水平基準以上高度(米) Remark : 1. 4/F, 13/F, 14/F and 24/F are omitted.

附註: 1. 不設4樓、13樓、14樓及24樓。



Note: The description "Private Flat Roof" shown on each plan herein is, in fact, the "Roof" forming part of the relevant residential property or SQF. Rease refer to the "Floor Plans of Residential Properties in the Square for details.

Residential Properties in the sales brochands for details.



15M/\*

10

Scale 比例:

with the agreement for sale and purchase whenever the Vendor considers necessary.

本文作及其内容催供参考。實方保留權利按買賣合約規定在每擔責方認為有需要時改創建築圖則。 A complete set of updated building plans approved by the Building Authority under the Buildings 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企套建樂圖則可於售樓處免費參閱。

Where there is discrepancy in meaning between the English and Chinese versions, the English version shall prevail 中英文版木如有歧義,以英文版本為準。

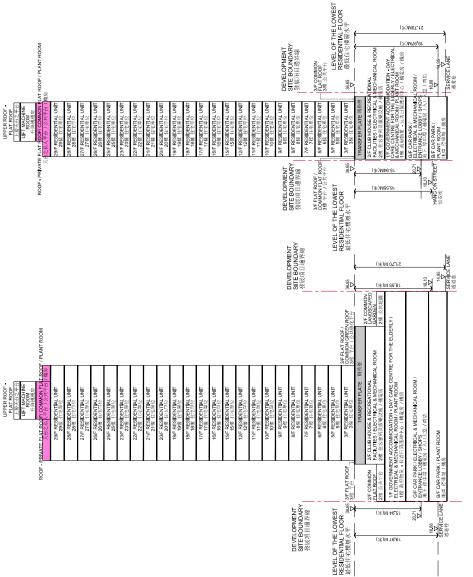
# **BAL RESIDENCE**

ROOF 天台 樓層 Floor

單位 Flat

Ш

# 橫截面圖 Cross - Section Plan



Cross - Section A - A 模截面 A-A

Cross - Section B - B

模截面 B-B

Signed by the Purchaser(s) 買方簽署

1. 不設4樓、13樓、14樓及24樓。 ✓ Height is meters above Hong Kong Principal Datum (HKPD) 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.

#### Defects Warranty Letter 保證修繕缺漏函

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*					
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#					
Name and Address of the	BAL RESIDENCE	– 18 Hang On Street				
Development	BAL RESIDENCE	- 恆安街 18 號				
發展項目名稱及地址						
Property 該物業	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位			
Purchaser(s)						
買方						
I.D. / Passport/ B.R. No.						
身份證 / 護照 / 商業登						
記證號碼						
Date (YY/MM/DD)						
日期 (年/月/日)						

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 Preliminary Agreement for Sale and Purchase (the "PASP") of the Property and its subsequent Agreement for Sale and Purchase (the "ASP") between you and the Owner and becoming the registered owner of the Property, Gainplace Limited (the "Person so Engaged") (i.e. the person engaged by the Owner 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 twenty-four (24) months commencing after the date of the first assignment of the Property (the "Time Limit"), remedy any defects to the Property and the fittings, finishes and appliances provided therein (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」)簽訂之臨時買賣合約(「臨時合約」)及其後之正式買賣合約(「正式合約」)完成買賣並完全遵守其條款直接從擁有人買入該物業及成為該物業之註冊業主為前提下,潤澤有限公司(「如此聘用的人」)(即獲擁有人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在收到閣下於該物業自張轉讓契之日期後起計的廿四(24)個月內(「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及安裝在其中的裝置、裝修物料及設備的欠妥之處作出補救(閣下或閣下的代理人、承辦商或該物業的住客、佔用人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 and the fittings, finishes and appliances provided therein 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及安裝在其中的裝置、裝修物料及設備的欠妥之處,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 by reason of this obligation be liable to any person(s) for any consequential loss or any loss of use of the Property or any fittings, finishes or appliances therein.
  - 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中之裝置、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 cabinet(s), furniture, plants or landscaping in, or provided in or sold with the Property, nor any wear and tear of the Property, nor any defects caused by the act or neglect of the Purchaser, 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提供或出售的櫃、家具、花草植物或園藝設計,亦不包括該物
  - 業之任何損耗,或不包括買方的行為或疏忽造成的任何缺陷,或在買賣完成後增加到該物業的任何事物。
    The rights or benefits conferred on you won the terms and conditions of this letter shall be personal to you solely
- 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 or transfer or contract to sell or transfer the Property. In any event the Person so Engaged shall not be liable to your sub-purchaser(s), nominee(s) or assignee(s).
  - 本函之條款及條件賦予閣下之權利或利益只屬閣下個人的,不得轉讓及不得轉移。當閣下出售或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 his 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.

在無損上並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改動、重新安置,又或變更或更改、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 PASP and the 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 ASP.

本函獨立於臨時合約及正式合約,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或條件。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文將不受影響、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及條件並受其約束。

- 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.
  - 與本函任何條款及條件有關的任何爭議,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,概以英文版本作準。

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,我/我們同意接受本函內所有條款並及條件受其約束。

Signed by the Purchaser(s) 買方簽署

Signed by the Person so Engaged 如此聘用的人簽署

Authorized Signatory 獲授權代表簽署

- \* "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 Roof 關於天台的確認函

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*				
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#				
Name and Address of the Development	BAL RESIDENCE – 18 Hang On Street BAL RESIDENCE – 恆安街 18 號				
發展項目名稱及地址					
Property 該物業	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位		
Purchaser(s) 買方					
I.D. / Passport/ B.R. No. 身份證 / 護照 / 商業登記 證號碼					
Date (YY/MM/DD) 日期 (年/月/日)					

I/We hereby acknowledge and declare that I/we am/are fully aware of and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:

本人/吾等謹此確認及聲明,在本人/吾等簽署該物業之臨時買賣合約前,本人/吾等完全明白及接受以下事項:

- (1) The area(s) which, for identification purpose only, is/are shown cross-hatched black on the floor plan of the Property (the "Area") forms part of the common areas of the Development. The Area does not form part of the Property and the Purchaser will not have any exclusive right or privilege to hold, use, occupy or enjoy the Area; 本函所附僅供識別之用的該物業的樓面平面圖中以黑交义線標示之範圍(「**該範圍**」)屬發展項目公用地方。該範圍並不屬於該物業一部份,而買方將無任何獨有權利或特權持有、使用、佔用或享用該範圍;
- (2) The use and operation of the Area shall be subject to the Deed of Mutual Covenant and Management Agreement in respect of the Development (the "DMC"). Without limitation to the generality of the foregoing, the manager of the Development (the "Manager") shall have the full right and authority to manage the Area, and shall have the full right and privilege at all reasonable times on reasonable notice (except in the case of emergency) with or without agents, surveyors, workmen and others to enter into and upon the Property (or any part thereof) for the purposes of inspecting, examining, maintaining, repairing and improving as well as abating any hazard or nuisance which are affecting or likely to affect the Area or any other common areas of the Development; 該範圍之使用及運作將受發展項目之公共契約及管理協議(「公契」)規管,特別是(無損前文概括性)發展項目之管理人(「管理人」)將有十足權利及授權管理該範圍,亦將有十足權利發出合理通知於所有合理時間(如遇緊急情況則無須通知)攜同或不攜同代理人、檢測人員、工作人員及其他人士進入該物業(或其任何部分)以視察、檢測、保養、維修及改善該範圍或發展項目任何其他公用地方及消除對或可能對該範圍或發展項目任何其他公用地方造成不利影響的危險情況或滋擾;
- (3) The DMC expressly provides that no owner of the Development shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing which in any way interferes with or affects or which is likely to interfere with or affect the management and maintenance of the Development; and 公契明文規定,發展項目業主不得作出或不得允許或不得容忍其租戶、佔用人或獲許可使用人作出任何可能干擾或影響發展項目的管理及保養的行為、契據、事情或事項;及
- I/We have agreed to purchase the Property with full knowledge of the abovementioned restrictions and obligations and shall fully observe and comply with the same without any objection.

  本人/吾等購入該物業時已完全知悉上述之限制及責任,並將完全遵守及遵從該等限制及責任而不會作出任何反對。
- (5) In the event of any conflict or discrepancy between the Chinese and English version of this 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。

Signed by the Purchaser(s) 買方簽署	

<sup>\* &</sup>quot;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。

<sup># &</sup>quot;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 Building Maintenance Units 關於樓字維修裝置的確認函

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*			
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#			
Name and Address of the	BAL RESIDENCE	_	et	
Development	BAL RESIDENCE	- 恆安街 18 號		
發展項目名稱及地址				
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space	
該物業			住宅車輛/電單車停車位	
Purchaser(s)				
買方				
I.D. / Passport/ B.R. No.				
身份證/護照/商業登記				
證號碼				
Date (YY/MM/DD)				
日期 (年/月/日)				

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance that: 我/我們,即下方簽署人,現知悉及確認我/我們明白及接受:

1. The building maintenance units of the Residential Accommodation in the Development may operate in the airspace outside windows and/or external walls and directly above or within the flat roof(s) and/or roof(s) (if any) forming part of the Property or parapet wall(s) or balustrade(s) of the flat roof and/or roof (if any) and remain temporarily over or on the said airspaces(s) to inspect, cleanse, maintain, repair and replace any exterior part of the Residential Accommodation in the Development.

發展項目內的住宅樓宇的樓宇維修裝置可能會在屬於本物業的窗戶及/或外牆外,及直接在構成本物業部分的平台及/或天台(如有)之上或以內,又或平台及/或天台(如有)的護牆或欄杆外等的空間操作,亦可能會暫時停留於該等空間或其上空,以檢查、清潔、保養、維修和更換發展項目內的住宅樓宇的任何外面部分。

Under the Deed of Mutual Covenant and Management Agreement in respect of the Development ("DMC"), the Manager shall have the right, upon reasonable notice (except in case of emergency), to extend, maintain, operate, move the building maintenance units and have access to, over and /or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof of the Residential Units as may be determined by the Manager, its employees, agents or contractors, to service, cleanse, enhance, maintain, repair, renovate, improve or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting all or any part of the Common Areas and Facilities.

根據發展項目的公契及管理協議(「公契」),管理人有權在合理通知後(緊急情況除外)擴展、保養、操作、移動樓宇維修裝置,並有權到達、越過和/或進入或部分進入住宅單位的天台或平台或天台或平台的護牆上方的空域部分,由管理人、其僱員、代理人或承辦商決定,以提供服務、清潔、加強、保養、修理、翻新、改善或更換發展項目的任何外部的任何部分,並在可能需要在一段時間內暫時停留在上述空域及/或其上方,以進行檢查、重建、修理、更新、保養、清潔或粉刷公用地方及設施的全部或任何部分。

- 2. I/We do not have any objection in relation to the above and shall not have any claims, demands or remedies whatsoever against the Vendor in relation to the above or in connection with the above, whether before or after completion of the sale and purchase.
  - 我/我們對上述事項無任何反對,並不得因此或就此在買賣成交之前或之後向賣方提出任何形式之申索、要求或補償。
- 3. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail.
  - 本函中文譯本僅供參考,如與英文文本有異,概以英文文本為準。

Signed by the Purchaser(s) 買方簽署		

<sup>\* &</sup>quot;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。

<sup>&</sup>quot;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 Built-in Cabinet(s) 關於嵌入式櫃的確認函

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*				
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#				
Name and Address of the	BAL RESIDENCE	– 18 Hang On Stree	et		
Development	BAL RESIDENCE	- 恆安街 18 號			
發展項目名稱及地址					
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space		
該物業		住宅車輛/電單車停車位			
Purchaser(s)					
買方					
I.D. / Passport/ B.R. No.					
身份證 / 護照 / 商業登記					
證號碼					
Date (YY/MM/DD)					
日期 (年/月/日)					

I/We hereby acknowledge and declare that I/we am/are fully aware of and accept the following matters prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property:

本人/吾等謹此承認及聲明,在本人/吾等簽署該物業之臨時買賣合約前,本人/吾等完全明白及接受以下事項:

- (1) The sale and purchase of the Property includes the built-in cabinet(s) ("Cabinet" as for identification purpose only shown and marked green dotted line on the plan annexed hereto ("Annexed Plan")) which shall be provided in the Property by the Person so Engaged upon completion of the sale and purchase of the Property; 該物業的買賣包括如此聘用的人將於該物業的買賣完成交易時在該物業內提供嵌入式櫃(「該櫃」,其在附於本函的圖則(「該附件圖」)上顯示並以綠色虛線標明,僅供識別之用);
- The Annexed Plan shows the approximate location and layout of the Cabinet only and the actual location and layout may vary subject to as-built condition; 該附件圖只顯示該櫃的大概位置及布局,而實際的位置及布局可能受制於竣工情況而更改;
- The Purchaser shall not make any requisition or objection in relation to the existence, workmanship, quality, design, colour, materials or otherwise of the Cabinet; 買方不得對該櫃的存在、手工、質量、設計、顏色、物料或其他方面等提出任何質詢或反對;
- (4) The Annexed Plan is for reference only and shall in no event be treated as the floor plan of the Property. The Purchaser shall refer to the sales brochure for details of the floor plan as well as fittings, finishes and appliances of the Property.

該附件圖僅供參考,在任何情況下均不得視為該物業的樓面平面圖。有關該物業的樓面平面圖以及裝置、裝修物料及設備的詳情,請參閱售樓說明書。

I/We hereby further acknowledge, agree and confirm that :

本人/吾等並且承認、同意及確認:

- (i) The Owner is not, and will not be, involved in the provision of the Cabinet in the Property and shall not be held responsible therefor; 擁有人不會及將不會參與在該物業內提供該櫃,及不須為此負上任何責任;
- No offer, representation, undertaking or warranty is given, or shall be deemed to have been given, by the Owner in respect of the provision of the Cabinet in the Property; 擁有人就在該物業內提供該櫃不給予或不應被視作為已經給予任何要約、陳述、承諾或保證;
- (iii) I/we shall have no claims whatsoever against the Owner as a result of or in connection with the provision of the Cabinet in the Property.

  本人/吾等不會因在該物業內提供該櫃或者與之有關而向擁有人提出任何申索。

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. 雙方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(「**該條例**」)強制執行本函的任何條款,並且同意排除該條例對本函的適用。

This letter shall survive signing of the preliminary agreement for sale and purchase and the agreement for sale and purchase of the Property.

本函在簽署該物業的臨時買賣合約及正式買賣合約後仍然生效。

I/We hereby acknowledge and declare that I/we have agreed to purchase the Property with full knowledge and accept, agree and confirm the above matters.

本人/吾等謹此承認及聲明,本人/吾等曾在完全知悉的情況下同意購買該物業,並接受、同意及確認上述事項。

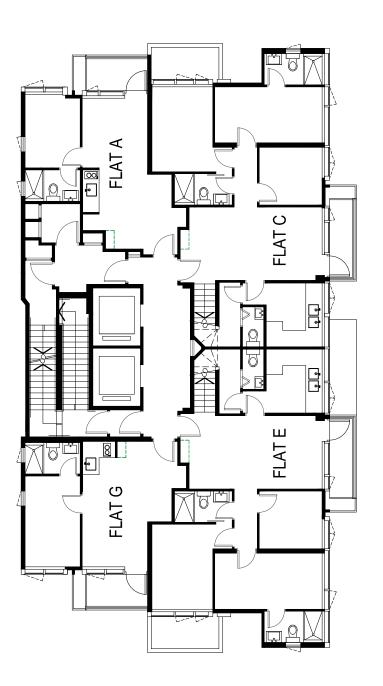
In the event of any conflict or discrepancy between the Chinese and English version of this letter, the English version shall prevail.

如本函之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署	

#### Note 借註

- \* "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。



For Identification Purpose Only 只作識別用

0 Scale 比例: ■

Green Dotted Line 綠色虛線

4 5M/米

Signed by the Purchaser(s) 買方簽署

#### WARNING TO PURCHASERS 對買方的警告

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*		
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#		
Name and Address of the	BAL RESIDENCE – 18 Hang On Street		
Development	BAL RESIDENCE	- 恆安街 18 號	
發展項目名稱及地址			
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space
該物業			住宅車輛/電單車停車位
Purchaser(s)			
買方			
I.D. / Passport/ B.R. No.			
身份證/護照/商業登			
記證號碼			
Date (YY/MM/DD)		_	
日期 (年/月/日)			

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

- (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。
- 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。

公曆 Dated this	年	月 day of	日	
Signed by the	he Purchaser(s)	買方簽署		

<sup>&</sup>quot;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。

<sup>&</sup>quot;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

TENDERER MUST COMPLETE THIS PAGE 投標者須填妥本頁

#### Acknowledgement Letter regarding Stamp Duty 關於印花稅的確認函

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*		
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#		
Name and Address of the Development 發展項目名稱及地址	BAL RESIDENCE – 18 Hang On Street BAL RESIDENCE – 恆安街 18 號		
Property 該物業	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位
Purchaser(s) 買方			
I.D. / Passport/ B.R. No. 身份證 /護照 / 商業登記證號 碼			
Date 日期			

I/We, the undersigned, hereby acknowledge and confirm that I/we am/are aware of the following and its implications 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,僅此確認在簽署該物業之臨時買賣合約之前,本人/我們已獲悉以下事項及其影響:

#### Raising the maximum value of properties chargeable to a stamp duty of \$100 調高 100 元印花税適用的物業價值上限

1. The Stamp Duty (Amendment) Ordinance 2025 (2025 Amendment Ordinance) was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of \$100 to \$4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.

《2025 年印花税(修訂)條例》(《2025 年修訂條例》)已於 2025 年 5 月 16 日刊憲,以實施 2025-26 年度財政預算案中的建議,將 100 元印花税適用的物業價值上限調高至 4 百萬元,由 2025 年 2 月 26 日起生效。根據《2025 年修訂條例》,除另有規定外,新税階適用於任何在 2025 年 2 月 26 日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。

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

2. The Stamp Duty (Amendment) Ordinance 2024 ("2024 Amendment Ordinance") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024年印花税(修訂)條例》(《2024年修訂條例》)已於2024年4月19日刊憲,以實施2024-25年度財政預算案中的建議,即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》,(a)由2024年2月28日起,第1標準第1部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第2標準的稅率相同;及(b)在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

#### Series of transactions 系列交易

- 3. Purchaser should be aware that the purchase of two or more properties from the same vendor on the same date or within a short time span under two or more Preliminary Agreements / Agreements for Sale and Purchase may be considered by the Stamp Office to form a larger transaction or series of transactions. In such scenario, the AVD of the Preliminary Agreements / Agreements for Sale and Purchase will then be computed at the rate pertinent to the total amount or value of the considerations of all the properties. 買方應注意,在同一日或一段短時間內根據兩份或以上的臨時合約/買賣合約向相同的賣方購買兩個或以上的物業,可能會被印花稅署視為構成一宗更大交易或一系列交易。 在此情況下,臨時合約/買賣合約的從價印花稅將按所有物業的總代價款額或價值的從屬印花稅率計算。
- 4. For details of the stamp duty, please browse the Inland Revenue Department website (<u>www.ird.gov.hk</u>). 有關印花稅詳情,請瀏覽稅務局網頁(<u>www.ird.gov.hk</u>)。

#### Procedures to be followed by the Purchaser

#### 買方須遵守的程序

5. The Purchaser undertakes to deliver and shall procure the Purchaser's solicitors to deliver to the Vendor's Solicitors within 1 month from the date of the Agreement for Sale and Purchase, a certified true copy of the Agreement for Sale and Purchase duly stamped or a certified copy of the stamp certificate proving the due payment of stamp duty payable on the Agreement for Sale and Purchase.

買方承諾向賣方律師交付並促使其律師向賣方律師交付,在買賣合約訂立之日起 1 個月內,一份已加蓋應付印花稅之 買賣合約的認證副本,或印花證明書的認證副本,以證明已完全繳付買賣合約之印花稅。

#### Others 其他事項

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

  本確認書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/我們應徵詢專業人十之意見。
- 8. Nothing in this letter shall be deemed or construed to vary or amend any term or condition of the Preliminary Agreement for Sale and Purchase and the Agreement for Sale and Purchase.

  本函內文不應視為或理解為變更或修改臨時買賣合約及正式買賣合約之任何條款或條件。
- 9. The Chinese translation of this letter is for reference purposes only. In case of any dispute, the English version shall prevail. 本函中文譯本僅供參考,如與英文文本有異,概以英文文本為準。

Signed by the Purchaser(s) 買方簽署	

- \* "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。

#### **Declaration Regarding Intermediary** 關於中介人的聲明

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*			
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#			
Name and Address of the Development	BAL RESIDENCE – 18 Hang On Street BAL RESIDENCE – 恆安街 18 號			
發展項目名稱及地址				
Property 該物業	Floor 樓層 Flat 單位 Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位			
Purchaser(s) 買方				
I.D. / Passport/ B.R. No. 身份證 / 護照 / 商業登記				
證號碼				
Intermediary	(Name of Company	公司名稱)		
中介人	(Name of Estate Ag	ent 地產代理姓名)		
EAA Licence No.				
地產代理牌照號碼				
Date (YY/MM/DD)				
日期(年/月/日)				

The Purchaser and the Intermediary hereby confirm and declare as follows:-買方及中介人謹此確認及聲明如下:

- The Purchaser is introduced by the Intermediary to the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property.
  - 買方是經由中介人介紹到售樓處簽署購買該物業的臨時買賣合約。 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, representation, warranty or undertaking on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the Purchaser, the Intermediary or anyone for any such agreements, representations, warranty or undertaking made by 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、陳述、保證或承諾,無論在任何情況下賣方均 無須就中介人所作出的任何協議、陳述、保證或承諾向買方、中介人或任何其他人負責。
- The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser or the Intermediary any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.
  - 除該物業的樓價、更改買賣合約及提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方或中介 人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益, 買方應向廉政公署舉報
- The Vendor is not and will not be involved in any disputes between the Purchaser 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 Agreement for Sale and Purchase. 買方與中介人之任何糾紛一概與賣方無關。該物業之買賣交易嚴格依據臨時買賣合約及正式買賣合約載列之條款及條
- 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 此亦明確同意賣方將不會向中介人繳付)向中介人繳付有關出售該物業的任何費用或佣金。
- In the event of any conflict or discrepancy between the Chinese and English version of this document, the English version shall

如本文件之中英文文本有任何歧義	,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署	Signed by the Intermediary 中介人簽署

件推行。

<sup>&</sup>quot;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

## Declaration Regarding No Intermediary 關於並無中介人的聲明

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*			
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#			
Name and Address of the Development 發展項目名稱及地址	BAL RESIDENCE – 18 Hang On Street BAL RESIDENCE – 恆安街 18 號			
Property 該物業	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位	
Purchaser(s) 買方				
I.D. / Passport/ B.R. No. 身份證 / 護照 / 商業登記 證號碼				
Date (YY/MM/DD) 日期 (年/月/日)				

The P	urchaser	hereby	confirms	and	declares	as f	follows:	-
HH	T-4-11. ++-	T #0.00	1					

買方謹此確認及聲明如下:

- 1. The Purchaser has attended the sales office to sign a Preliminary Agreement for Sale and Purchase for the purchase of the Property directly from the Vendor. 買方已到售樓處直接購買並簽署購買該物業的臨時買賣合約。
- 2. The Vendor and their staff has not collected and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the purchase price of the Property and administrative fees for amending agreement for sale and purchase, provision of information or copies of documents, etc. If there is any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Property, the Purchaser should report the case to the Independent Commission Against Corruption.

除該物業的樓價、更改買賣合約及提供資料、文件副本等手續費外,賣方及其職員並無亦不會直接或間接向買方收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買方購買該物業時向其索取任何金錢或其他利益,買方應向廉政公署舉報。

3. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.

如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署	

<sup>\* &</sup>quot;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。

<sup># &</sup>quot;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。

	t: BAL RESIDENCE) 買家資料(發展項	<u> </u>			
	Residential Car / Motor Cycle Parking Space N				
1 1 2 1 1 1	•	他單位或車位: Yes 是□/No 否□ (Please "√" 請選擇)			
	Residential Car / Motor Cycle Parking Space No	o.住宅車輛/電單車停車位編號/			
Payment Terms 付款方法:		<del></del>			
Purchaser Name(s)	I.D. / Passport/ B.R. No(s).	Phone No(s).			
買家姓名:	身份證 / 護照 / 商業登記證號碼:	電話號碼:			
(1)		<u> </u>			
(2)		<u> </u>			
(3)					
(4)					
Address 通訊地址:					
	with valid EAA licence issued by Estate Agents Author 及持有由地產代理監管局所發出之有效地產代理牌與				
("Owner" means the legal or beneficial owner of the Property. supervise the process of designing, planning, constructing, fitti 及銷售的過程的人士。) Holding Company of Owner 擁有人的控權公	司) (as "Person so Engaged" 作為「如此聘用的人」) 擁有人」指該物業的法律上的擁有人或實益擁有人。  "Person so Er 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			
Are you "a related party to a vendor" for the purp 就《一手住宅物業銷售條例》而言,買方是否Yes 是□ /No 否□ (Please "✓" 請選擇)	ation on related party 買方確認作出以下關於有關連力 se of the Residential Properties (First-hand Sales) Ordin				
a vendor if the person is (i) a director of the which such a director, parent, spouse, child of such an associate corporation or holding holding company.  就發展項目及《一手住宅物業銷售條例》 母、配偶或子女;(ii) 該賣方的經理;(iii) (v) 上述有聯繫法團或控權公司的董事,  (2) For the purpose of the Development under t 就條例下的發展項目而言,「賣方」指以	vendor, or a parent, spouse or child of such a director; manager is director or shareholder; (iv) an associate corporation, or a parent, spouse or child of such a director company, or a parent, spouse or child of such a director (條例」) 而言,如有以下情况,某人即屬賣方的企工企工。 如有以下情况,某人即屬賣方的企工企工。 如有以下情况,某人即屬賣方的企工企工。 如何以及,配偶或子女;或(vi)上述有聯繫法區(Ordinance, "Vendor" means each of (i) Urban Renews任何一人:(i) 市區重建局及(ii) 潤澤有限公司。				
(3) <b>Urban Renewal Authority</b> does not have a <b>市區重建局</b> 並無任何控權公司。	holding company.				
(4) A person is a related party to Gainplace L manager of Person so Engaged; (iii) a private corporation or holding company of Person so a director; or (vi) a manager of such an asso 如有以下情况,某人即屬潤澤有限公司的(iii) 上述董事的父母、配偶、子女或經理司的董事、或該董事的公母、配偶或子女	company of which such a director, parent, spouse, child Engaged; (v) a director of such an associate corporation ate corporation or holding company. 有關連人士;該人是(i) 如此聘用的人的董事,或該董屬其董事或股東的私人公司; (iv) 如此聘用的人的有;或(vi) 上述有聯繫法團或控權公司的經理。	ed, or a parent, spouse or child of such a director; (ii) a or manager is a director or shareholder; (iv) an associate or holding company, or a parent, spouse or child of such 董事的父母、配偶或子女:(ii) 如此聘用的人的經理;聯繫法團或控權公司;(v) 上述有聯繫法團或控權公			
上文「有聯繫法團」、「控權公司」、「經理	5) 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」、「控權公司」、「經理」及「私人公司」各詞意義與條例下該詞意義相同。				
(6) The personal data collected is for the purpose of the making of a declaration by Lai Sun Real Estate Agency Limited to <b>Gainplace Limited</b> and/or <b>Urbar Renewal Authority</b> in respect of purchase by the related party(ies).  所收集的個人資料會供麗新地產代理有限公司向 <b>潤澤有限公司</b> 及/或 <b>市區重建局</b> 申報關連人士購買單位之用。					
I/We declare that the above information is accura-	and complete. 本人/吾等謹此聲明上述提供資料正確	及完整。			
Signature(s) of Purchaser 買家簽署:	Date	日期:			
and is not an agency/ a sub-ager		e in the sales of the captioned Development Estate Agents Authority.上述買家並非本公司 開牌昭之任何协產代理/中介人。			

## Urban Renewal Authority and Gainplace Limited 市區重建局及潤澤有限公司

#### Personal Information Collection Statement 個人資料收集聲明

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*				
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#				
Name and Address of the	BAL RESIDENCE – 18 Hang On Street <sup>^</sup>				
Development	BAL RESIDENCE-阪安街 18 號				
發展項目名稱及地址	,				
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space		
該物業			住宅車輛/電單車停車位		
Purchaser(s)					
買方					
I.D. / Passport/ B.R. No.					
身份證 /護照 / 商業登					
記證號碼					
Date (YY/MM/DD)					
日期 (年/月/日)					

#### 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 <u>Urban Renewal Authority</u> and <u>Gainplace Limited</u> (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<u>潤澤有限公司</u>(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 complied 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)條列》(第 486 章)(「條例」)的權利。

# Purposes for which Your Information may be used by <u>Urban Renewal Authority</u> and <u>Gainplace Limited</u> 閣下資料可能被市區重建局及潤澤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 Gainplace Limited 閣下資料可能被<u>潤澤有限公司</u>用作的用途

<u>Gainplace Limited</u> may use Your Information for one or more of the following purposes from time to time: 潤澤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; 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);
- (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、產品及其他目標(詳情請參閱以下「在直接促銷中使用閣下資料」部份)。

#### 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 <u>Gainplace Limited</u>; 潤澤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 use 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 <u>Urban Renewal Authority</u> or <u>Gainplace Limited</u> or any of its associated corporation(s); 市區重建局或潤澤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 <u>Urban Renewal Authority</u> or <u>Gainplace Limited</u> or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services); <u>市區重建局或潤澤有限公司</u>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 <u>Urban Renewal Authority</u> or <u>Gainplace Limited</u> or any of its associated corporation(s); and <u>市區重建局或潤澤有限公司或其任何有聯繫</u>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;
- (c) in return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of Gainplace Limited for their use in direct marketing the classes or services and products described in (b) above.

為換取金錢或其他財產,將以上(a)段所述的閣下資料提供予<u>潤澤有限公司</u>的任何有聯繫法團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。

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 ( $\checkmark$ ) 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<u>不欲</u>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 <u>Urban Renewal Authority</u> at 26<sup>th</sup> Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong and <u>Gainplace Limited</u> at 11<sup>th</sup> Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon.

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,<u>市區重建局</u>的地址為香港皇后大道中 183 號中遠大廈 26 樓及<u>潤澤有限公司</u>的地址為九龍長沙灣道 680 號麗新商業中心 11 字樓。

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, <u>Urban Renewal Authority</u> and <u>Gainplace Limited</u> 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("✓"),市區重建局及潤澤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 r 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。	narketing.
S	igned by the Purchaser(s) 買方簽署	

- \* "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。

# Personal Information Collection Statement (Lai Sun Real Estate Agency Limited) 個人資料收集聲明(麗新地產代理有限公司)

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*				
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#				
Name and Address of the	BAL RESIDENCE – 18 Hang On Street				
Development	BAL RESIDENCE-恆安街 18 號				
發展項目名稱及地址					
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space		
該物業			住宅車輛/電單車停車位		
Purchaser(s)					
買方					
I.D. / Passport/ B.R. No.					
身份證/護照/商業登					
記證號碼					
Date (YY/MM/DD)					
日期 (年/月/日)					

#### 收集閣下的個人資料

#### Collection of your personal information

麗新地產代理有限公司(「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。From time to time, it is necessary for you to supply Lai Sun Real Estate Agency Limited ("we", "us" or "our") 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.

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」。

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

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)條列》(第 486 章)(「私隱條例」)的權利。 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) ("Privacy Ordinance").

#### 閣下資料可能被麗新地產代理有限公司用作的用途

#### Purposes for which Your Information may be used by Lai Sun Real Estate Agency Limited

我們可能不時使用閣下資料作下列一個或多個用途:

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

- 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;
  - Handling your property transaction(s) including preparation of documents and making any such necessary arrangements to complete the transaction;
- (ii) 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;
  - 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;
- (iii) 處理閣下就服務、產品、會籍或利益的申請或要求;
  - Handling your applications or requests for services, products, memberships or benefits;
- (iv) 促進物業管理及保安;

Facilitating property management and security;

- (v) 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);
  - Conducting statistical research and analysis (the outcome of which will not reveal your identity);
- (vi) 與閣下溝通;
  - Communicating with you;
- (vii) 調查及處理投訴;
  - Investigating and handling complaints:
- (viii) 預防或偵測非法或可疑活動;及
  - Preventing or detecting illegal or suspicious activities; and
- (ix) 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。

Making disclosure when required by any law, court order, direction, code or guideline applicable in or outside Hong Kong.

#### 閣下資料可能被麗新地產代理有限公司用作的用途

#### Purposes for which Your Information may be used by Lai Sun Real Estate Agency Limited

麗新地產代理有限公司可能不時使用閣下資料作下列一個或多個用途:

<u>Lai Sun Real Estate Agency Limited</u> may use Your Information for one or more of the following purposes from time to time:

- (i) 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
  - 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
- (ii) 促銷服務、物業、物業發展項目、產品及其他目標(詳情請參閱以下「在直接促銷中使用閣下資料」部份)。
  - Marketing services, properties, property developments, products and other subjects (please see further details in "Use of Your Information in direct marketing" section below).

#### 轉移閣下資料

#### **Transfer of Your Information**

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內或境外:

To facilitate the above-mentioned purposes, we may transfer or disclose Your Information to the following parties within or outside Hong Kong, but any transfer or disclosure of Your Information to others for their use in direct marketing will be subject to the following "Use of Your Information in direct marketing" section. Your Information may be transferred within or outside Hong Kong to:

- (i) 麗新地產代理有限公司的任何有聯繫法團;
  - Any associate corporation(s) of Lai Sun Real Estate Agency Limited;
- (ii) 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;
  - Any person from whom you seek mortgages, second mortgages, credit facilities or financial accommodation;
- (iii) 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;
  - Any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services to or support the operation of our business;
- (iv) 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;
  - Any person under a duty of confidentiality to us including our accountants, legal advisers or other professional advisers;
- (v) 閣下物業交易涉及的任何人士;及
  - Any person involved in your property transaction; and
- (vi) 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。
  - Any person to whom we are required to make disclosure under law, court order, direction, code or guideline applicable in or outside Hong Kong.

### 在直接促銷中使用閣下資料

Use of Your Information in direct marketing

(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,或(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。

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.

### 就直接促銷,我們有意:

In connection with direct marketing, we intend:

(a) 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;

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;

(b) 向閣下促銷以下類別的服務及產品:

To market the following classes of services and products to you:

- (1) 麗新地產代理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;
  - Properties or property developments offered by <u>Lai Sun Real Estate Agency Limited</u> or any of its associated corporation(s);
- (2) <u>麗新地產代理有限公司</u>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);
  - Services and products offered by <u>Lai Sun Real Estate Agency Limited</u> or any of its associated corporation(s) (including real estate agency services, credit facilities and financial services);
- (3) <u>麗新地產代理有限公司</u>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
  - Offers, memberships, rewards, promotions, discounts, privileges, advantages or benefits provided by <u>Lai</u> Sun Real Estate Agency Limited or any of its associated corporation(s); and
- (4) 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;
  - Donations or contributions for charitable or non-profit making purposes, or social corporate responsibility events or activities;
- (c) 為換取金錢或其他財產,將以上(a)段所述的閣下資料提供予<u>麗新地產代理有限公司</u>的任何有聯繫法 團以供其在直接促銷以上(b)段所述的服務及產品類別中使用。
  - In return for money or other property, to provide Your Information described in (a) above to other associated corporation(s) of <u>Lai Sun Real Estate Agency Limited</u> for their use in direct marketing the classes or services and products described in (b) above.

如閣下 <u>不欲</u> 我們如上所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。

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 ( $\checkmark$ ) 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.

### 查閱及改正閣下資料

### Access to and correction of Your Information

閣下有權根據私隱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,麗新地產代理有限公司的地址為九龍長沙灣道 680 號麗新商業中心 11 字樓。

You have the right to request access to and correction of Your Information in accordance with the provisions of the Privacy Ordinance. Any data access request or data correction request may be made in writing to <u>Lai Sun Real Estate Agency Limited</u> at 11<sup>th</sup> Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon.

根據私隱條例中的條文,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。

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

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(「纟」)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(「纟」),麗新地產代理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

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 ( $\checkmark$ ) the box(es) below. If I do not tick the relevant box, <u>Lai Sun Real Estate Agency Limited</u> 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.

- □ 請不要向本人發送直接促銷資料。
  - Please do NOT send direct marketing information to me.
- □ 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。
  Please do NOT provide my personal data to other persons for their use in direct marketing.

### 買方簽署 Purchaser's Signature 日期 Date:

### 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。

### 給準買家的提醒 Reminder to Prospective Purchasers

如你擬選用由賣方或其指定財務公司提供的財務計劃(例如按揭、押記或貸款),你應在簽訂臨時買賣合約前:

If you intend to opt for any financing plan (such as mortgage, charge or loan) offered by the vendor or vendor's designated financing company(ies) (Designated FC), <u>BEFORE</u> entering into a preliminary agreement for sale and purchase (PASP), you should:

- (a) 細閱有關價單和其他相關文件內列出的財務計劃資料(包括條款及條件 等); **Study carefully** the information of the financing plans (including terms and conditions, etc) as set out in **the Price List(s)** and other relevant document(s);
- (b) 不要輕信地產代理等第三方的口頭承諾,例如保證獲得或易於取得按揭、 押記或 貸款的批核,並注意在交易完成時是否仍有相關的財務計劃等。口頭承諾應書寫下 來,並經有關公司加簽,以避免爭議;
  - Always be **cautious about verbal undertaking**, for example, guaranteed or ease of approval of any mortgage, charge or loan, made by third party (such as an estate agent), whether the financing plan will be available at the time of completion of the transactions, etc. Verbal undertaking should be **put in writing** with endorsement from the company concerned to avoid dispute;
- (c) 直接向賣方或其指定財務公司(視屬何種情況而定)查詢有關財務計劃的條款及條件(包括任何提早還款的罰款)、批核條件和申請手續(包括有關財務計劃是否只在特定時限內提供)等詳情;
  - **Enquire with the vendor or Designated FC** (as the case may be) direct about the details of the terms and conditions of the financing plan(s) (including any penalty on early redemption), approval conditions and application procedures, including whether there will be time limit within which the financing plan is available;
- (d) 在賣方或其指定財務公司(視屬何種情況而定)以書面形式確認根據財務計劃可取 得的貸款額及相關條款前,切勿貿然簽訂臨時買賣合約。在簽署任何文件前,應小 心閱讀合約文件內容,並在有需要時徵詢法律意見;以及
  - **Do NOT enter into PASP rashly** before ascertaining from the vendor or Designated FC (as the case may be) **in writing** the amount of loan that can be obtained and the terms under the financing plan(s). Read the contractual documents carefully and seek legal advice if considered necessary before you sign any document; and
- (e) 保持冷靜並審慎考慮以下事項:

**Remain cool-headed** and critically consider the followings:

 留意任何有關最低入息水平、提供收入證明及通過壓力測試的規定。查看一 按和二按的最長還款期、利率及貸款上限;

- Be mindful of any requirement on minimum income level, provision of income proof and passing of stress test. Check the maximum loan repayment period, interest rate and loan limit under the first mortgage and second mortgage;
- 注意在購買日與付款日之間財務狀況、批核準則和其他情況可能有變的風險,因而影響你根據財務計劃取得貸款的能力;
  - Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
- 對按揭成數高的按揭貸款計劃要特別留神,尤其是擬選用建築期付款方式的準買家。如在此期間,住宅物業的市值跌至低於買入價或利率上升,你未必可以向賣方、其指定財務公司或銀行借得足夠款額以完成交易。如你並沒有額外資金完成交易,你的首期付款很可能會被沒收。
  - Pay attention to mortgage loan plans with high loan-to-value ratio, particularly if you are selecting stage payment. Should the market value of the residential property fall below the original transaction price or when there is an increase in the interest rates during the interim period, you may not be able to borrow enough money from the vendor or Designated FC or bank to complete the transaction. If you have no extra funds to complete the transaction, your down payment will very likely be forfeited;
- 負擔能力與還款能力 在免息免供期完結後,按揭還款額及利息可能會大幅增加。鑑於利息處於上升周期,利息支出可能會進一步上升;以及Affordability and repayment ability after the end of interest and repayment holidays, the mortgage repayment amount and the interest incurred may increase significantly. Taking into account the rising cycle of interest rate, the interest payable will likely increase further; and
- 就你在財務計劃和買賣合約方面的權利與義務徵詢法律意見。舉例說,如有關財務計劃不再接受申請,或你未能根據有關計劃取得貸款,你有什麼選擇? Seek legal advice on your rights and obligations under the financing plan and the sale and purchase agreement. For instance, what are your options if the financing plan is no longer available or you are not able to obtain a loan thereunder?

### **Bal Residence**

備用第一按按揭貸款 Standby First Mortgage Loan

買方可向由潤澤有限公司指定財務公司「麗新財務有限公司」(「承按人」)申請備用第一按按揭貸款(「一按貸款」),申請受以下基本條款及條件規限:

The Purchaser(s) can apply for a standby first mortgage loan ("first mortgage loan") through the finance company designated by Gainplace Limited, "Lai Sun Finance Limited" ("Mortgagee"), and the key terms and conditions are as follows:

- i) 一按貸款最高金額不可超過樓價的 85%。
  The maximum amount of the first mortgage loan shall not exceed 85% of the purchase price.
- ii) 一按貸款年期最長不可超過 30 年。
  The tenor of the first mortgage loan shall not exceed 30 years.
- iii) 買方於提款日起息分期供款,首 36 個月之按揭利率為香港上海匯豐銀行有限公司不時報價之港元最優惠利率(P)減 2% p.a. (P-2%),其後之按揭利率為港元最優惠利率(P)+1%。P 為浮動利率,於本價單日期 P 為每年 5.875%。一按貸款額、年期及利率以承按人最終審批決定為準。賣方並無就其作出,亦不得被視為就其作出任何不論明示或隱含之陳述、承諾或保證。

The Purchaser(s) will have to pay monthly instalments, and interest will be accrued starting from the day of drawdown. Interest rate for the first 36 months shall be Hong Kong Dollar Best Lending Rate (P) quoted from time to time by The Hongkong and Shanghai Banking Corporation Limited minus 2% p.a. (P-2 %), thereafter at Hong Kong Dollar Best Lending Rate (P)+1%. P is subject to fluctuation. The P as at the date of this price list is 5.875% per annum. First mortgage loan amount, tenor and interest rate shall be subject to final approval by the Mortgagee. No representation, undertaking or warranty, whether express or implied, is given, or shall be deemed to have been given by the Vendor in respect thereof.

- iv) 買方及其擔保人(如有)須提供足夠文件證明其還款能力,包括但不限於提供足夠 文件證明每月還款(即一按貸款還款及其他借貸的總還款)不超過買方及其擔保人 (如有)的每月總入息之一半。
  - The Purchaser(s) and his/her guarantor(s) (if any) shall provide sufficient documents to prove his/her/their repayment ability, including but not limited to, providing sufficient documents to prove that the total amount of monthly installment (being the total installment for repayment of first mortgage loan and any other loan repayment) does not exceed 50% of the aggregate total monthly income of the Purchaser(s) and his/her guarantor(s) (if any).
- v) 買方申請一按貸款時,須支付行政費用,金額相等於一按貸款總額之 0.25%。 若有關申請未被批准,所有支付之行政費用將全數免息歸還。

An administration fee will be payable by the Purchaser(s) in the amount which is equivalent to 0.25% of the first mortgage loan amount when the Purchaser(s) apply for first mortgage loan. The administration fee will be fully refunded without interest if the application is not approved.

vi) 買方須先向承按人查詢清楚一按貸款之條款、批核條件及申請手續。以上所有 均受承按人最後批出有關按揭安排之條款及條件所規限。

The Purchaser(s) is/are advised to enquire with the Mortgagee on details of terms, conditions for approval and application procedures of the first mortgage loan. All the above are subject to final terms and conditions as approved by the Mortgagee.

vii) 所有一按貸款之法律文件必須由承按人指定之律師行辦理,買方須支付所有相關之律師費及雜費。

All legal documents of the first mortgage loan shall be prepared by the solicitors designated by the Mortgagee and all legal costs and disbursements relating thereto shall be borne by the Purchaser(s).

viii) 買方可於任何時候償還全部貸款並獲豁免提早還款罰息及行政費用,但須於預 先給予承按人一個月書面通知。

The Purchaser(s) may at any time repay the outstanding loan in full by giving the Mortgagee one month's prior notice in writing without levy of early repayment penalty and administration fee.

ix) 承按人保留決定批核一按貸款之權利。一按貸款批出與否,承按人擁有最終決定權,與市區重建局及潤澤有限公司無關,且於任何情況下市區重建局及 潤澤有限公司均無需為此負責。不論一按按揭貸款獲批與否,買方仍須完成購買住宅物業及繳付該住宅物業的樓價全數。

The Mortgagee reserves the right to decide whether or not to approve the first mortgage loan. The approval or disapproval of the first mortgage loan is subject to the final decision of the Mortgagee and is not related to the Urban Renewal Authority and Gainplace Limited (both of which shall under no circumstances be responsible therefor). The Purchaser(s) shall complete the purchase of the residential property and shall fully pay the purchase price of the residential property irrespective of whether the first mortgage loan is approved or not.

### IMPORTANT NOTICE TO PURCHASERS

1. The Law Society of Hong Kong and the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap.615 of the Laws of Hong Kong) require all solicitors in Hong Kong to adopt anti-money laundering procedures and the following documents and information have to be provided by you to the vendor's solicitors prior to the signing of the formal Agreement for Sale and Purchase if you also instruct them to act for you in your purchase of the property:-

### For Individual Purchasers

- Original Identification document such as Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon;
- Original address proof such as utility bills, rates demand note or bank statement within the last 3 months:
- Particulars of occupation or business such as name card, staff card or employer's reference letter;
- Source of Fund other than bank loans, you will be asked the source of fund for your purchase of the property.

### **For Corporate Purchasers**

- Documents of legal status such as original Certificate of Incorporation and (if applicable) Business Registration Certificate
- Copy of latest Annual Return or register of current directors and shareholders filed with Companies Registry
- Original board resolution authorising the person giving instruction
- Original identification document of person giving instruction such as Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon
- Original board resolution authorizing the signatory signing the formal Agreement for Sale and Purchase
- Original Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon of the authorized signatory for signing of the formal Agreement for Sale and Purchase
- Detail of beneficial ownership or control structure
- Copy of Hong Kong Identity Card or (for non-Hong Kong resident) passport with photograph thereon of one of the directors (preferably executive/managing director)
- Copy of Hong Kong Identity Cards or (for non-Hong Kong residents) passports with photographs thereon of the ultimate beneficial owners, i.e., any individual who ultimately owns or controls more than 25% of the shares or voting rights in the company
- Source of Fund other than bank loans, you will be asked the source of fund for your purchase of the property.
- 2. Please be reminded to bring the aforesaid documents mentioned in paragraph 1 above which are applicable to you and to disclose the information required when attending the vendor's solicitors' office to sign the formal Agreement for Sale and Purchase. If otherwise, the vendor's solicitors may refuse to act for you and you will have to appoint your own solicitors in which case the vendor's solicitors shall not be liable for any loss or delay that you may suffer as a result thereof.
- 3. The above requirements apply to all purchasers named in the preliminary agreement for sale and purchase.

### 買方的重要通知

1. 香港律師會及《打擊洗錢及恐怖分子資金籌集條例》(香港法例第 615 章)要求全港律師執行打擊清洗黑錢措施,如果閣下同時委託賣方律師提供法律服務,閣下必須在簽署正式買賣合約前提供以下文件及資料給賣方律師:-

### 個別人士買家

- 身份證明文件之正本,如香港身份證或(如非香港居民)附有相片之護照;
- 地址證明文件之正本,如三個月內之水、電、煤或電話繳費單或銀行月結單;
- 職業或商業詳細資料,如商業名片、職員證或僱主證明信;
- 資金來源-閣下必須披露除銀行貸款以外,購買該物業之資金來源。

### 公司買家

- 法律狀況文件,如公司註冊證書及(如適用)商業登記證之正本
- 該公司於公司註冊處存檔之最新周年申報表、現任董事登記文件及股東資料副本
- 董事會決議案授權委托人代表公司向律師提供指示之正本
- 委托人身份證明文件之正本,如香港身份證或(如非香港居民)附有相片之護照
- 董事會議就授權代表簽署正式買賣合約之決議案之正本
- 簽署正式買賣合約之授權代表之香港身份證之正本或(如非香港居民)附有相片之護照之正本
- 實益擁有人或控制權結構
- 一位公司董事(最好是執行董事/常務董事)之香港身份證之副本,或(如非香港居民)附有相片 之護照之副本
- 所有最終利益持有人之香港身份證之副本,或(如非香港居民)附有相片之護照之副本(最終利益持有人即指任何個人成員持有或操控該公司之股本或投票權多於25%)
- 資金來源-閣下必須披露除銀行貸款以外,購買該物業之資金來源。
- 2. <u>在前往賣方律師樓簽署正式買賣合約之同時,請帶同上述第一項適用於閣下的所述文件,並向賣方律師提供有關資料,如閣下未能提供以上文件及資料,賣方律師可拒絕為閣下提供法律服務,</u>而閣下必須另聘閣下的律師,所有因此而產生的延誤及損失賣方律師概不負責。
- 3. 以上要求適用於臨時買賣合約所列之所有買家。

-	Signed by the Purchaser(s) 買方簽署
	Date 日期:





### 孖士打律師行

香港中環遮打道十號 太子大廈十八字樓 (港鐵中環站 K 出口)

電話: 28432211 傳真:28459121

### **Johnson Stokes & Master**

18th Floor, Prince's Building, 10 Chater Road, Central, Hong Kong. (MTR Central Station Exit K)

Tel: 28432211 Fax: 28459121

Please make the necessary appointment and call at Johnson Stokes & Master of 18th Floor, Prince's Building, No. 10 Chater Road, Central, Hong Kong to sign the formal Agreement for Sale and Purchase during office hours as soon as possible after the signing of the Preliminary Agreement for Sale and Purchase.

請於簽署臨時買賣合約後盡早(敬請預約)駕臨 香港中環遮打道 10 號太子大廈 18 樓「孖士打律師行」簽署正式買賣合約。

Please read carefully the "No Money Laundering" leaflet issued by the Law Society of Hong Kong, which is available at the Sales Office or can be downloaded from the website: <a href="http://www.hklawsoc.org.hk/pub\_e/aml/images/Leaflet\_Eng.jpg">http://www.hklawsoc.org.hk/pub\_e/aml/images/Leaflet\_Eng.jpg</a> and bring the following to the office of Johnson Stokes & Master when signing the formal Agreement for Sale and Purchase:-

務 請 首 先 詳 閱 香 港 律 師 公 會 所 發 出 有 關 「 嚴 禁 清 洗 黑 錢 」 之 單 張 , 該 單 張 由 售 樓 處 派 發 或 可 在 互 聯 網 下 載 : <a href="http://www.hklawsoc.org.hk/pub\_e/aml/images/Leaflet\_Chi.jpg">http://www.hklawsoc.org.hk/pub\_e/aml/images/Leaflet\_Chi.jpg</a>, 並於預約時間內攜帶以下文件駕臨孖士打律師行及親自簽署正式買賣合約:-

- The original Preliminary Agreement for Sale and Purchase 正本臨時買賣合約
- 2. Hong Kong Identity Card(s) OR other identification document (if applicable) and <u>Original Address Proof</u> (e.g. utility bill or bank statement within the last 3 months) of the Purchaser(s) 買家香港身份證或其他身份証明文件(如適用)及**住址證明正本**(例如最近三個月之水電費單或銀行月結單)
- 3. <u>CASHIER ORDER(S)</u> in favour of "JOHNSON STOKES & MASTER" for part payment of purchase price (if applicable). **銀行本票**抬頭請寫「**孖士打律師行**」,以支付部份樓價(如適用)
- 4. Cheque in favour of **"JOHNSON STOKES & MASTER"** for payment of Agreement plan fee, miscellaneous charges (details see table below) and advance payment (see "Note" below) 支票抬頭請寫「**孖士打律師行**」,以支付有關正式買賣合約圖則費、雜項收費(詳情請參閱收費表)及預繳之費用(請參閱備忘錄)
- 5. <u>CASHIER ORDER</u> in favour of "JOHNSON STOKES & MASTER" for payment of stamp duty payable under the formal Agreement for Sale and Purchase

**銀行本票**抬頭請寫「**孖士打律師行」,**以支付有關正式買賣合約的印花稅

If the Purchaser is a limited company, please bring the following documents upon signing of the formal Agreement for Sale and Purchase: **如買家為有限公司**、簽署正式買賣合約時,請同時攜帶以下文件:

- a. Memorandum and Articles of Association 公司組織及章程
- b.. Certificate of Incorporation (certified copy) 公司註冊證書 (核證副本)
- c. Latest register of directors and annual return (certified copy)
  (Form NNC1/NAR1/ND2A/ND2B)
  最近期之董事名冊及公司周年申報表 (核證副本)
  (表格 NNC1/NAR1/ND2A/ND2B)
- d. Latest Business Registration Certificate (certified copy) 最近期之商業登記證 (核證副本)
- e. Board Minutes for the purchase of the premises 購買有關單位之公司董事會議記錄
- f. Company Chop 公司簽署印章 (膠印)

### Important Notice 重要的提醒

Further Deposit / Part Payment of Purchase Price and Balance of Purchase Price shall be paid by <u>CASHIER ORDER</u> drawn in favour of "JOHNSON STOKES & MASTER"

### 加付訂金或繳付部份樓價及樓價餘款須以銀行本票支付,抬頭請寫「孖士打律師行」

If payments are made by direct cash deposit or by a third party, then further due diligence may have to be carried out by us on the source of funds as well as on the third party and this might delay the transaction.

如果直接以現金存款方式付款或由第三者付款,我們或須要對資金來源和第三者作進一步盡職調查,就此可能引致交易延誤。

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	Type of Documents	(A) Legal Costs	(B) Miscellaneous charges payable by Purchaser
	文件種頪	律師費	買方須付雜項收費
I.	Formal Agreement for Sale and Purchase 正式買賣合約	[see Note (a)] [見備忘錄(a)]	<ol> <li>Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00</li> <li>Cost on account: \$3,000.00 預付律師費: \$3,000.00 [See Note (a)(ii)見備忘錄(a)(ii)]</li> </ol>
			3. #Registration fee: \$280.00 #登記費: \$280.00
	Note 1 Upon signing of the formal Agreement		4. <b>Part</b> of certified copies charges of title deeds: \$1,000.00 <u>部份</u> 業權契據核證副本費用: \$1,000.00
	for Sale and Purchase, the Purchaser shall pay the ad valorem stamp duty by way of cashier order made payable to "Johnson Stokes & Master"		<ol> <li>Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00</li> </ol>
	備註1 買方必須在簽署正式買賣合約時用銀行本票支付從價印花稅,本票抬頭請寫「孖士打律師行」		6. Plan fees (per set) Residential Unit \$3,000.00 Residential Car Park/Motor Car Park \$3,000.00 Residential Unit with Roof (Units 29C and 29E) \$6,000.00 圖則費 (每套) 單位 \$3,000.00 單位連天台 (單位 29C, 29E) \$6,000.00 車位/電單車位 \$3,000.00
			7. Stamp Duty (please see Note on Stamp Duty) 印花稅 (請參閱印花稅須知)
II.	(a) First Equitable Mortgage (including First Legal Mortgage to be signed on	Residential Unit 單位: \$3,800.00	1. Land search fees and miscellaneous charges: \$500.00* 田土廳查冊費及其他雜費: \$500.00*
	第一樓花按揭契(包括入伙時所簽的第一正式按揭契)及/或第一正式	Residential Car Park/Motor Car Park 車位/電單車	2. #Registration fee: \$450.00* #登記費: \$450.00*
		位: \$2,800.00	3. #Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00* #公司註冊處按揭存檔費(只適用於公司買家): \$340.00*
			4. #Bankruptcy/winding up search fees: \$98.00 (each)* #個人破產/公司清盤查冊費: \$98.00 (每人/每間公司)*
		[see Note (b) & (c)] [見備忘錄 (b)及(c)]	<ol> <li>Company search fees (applicable to Corporate Purchaser only): \$400.00* 公司查冊費(只適用於公司買家): \$400.00*</li> </ol>

	(b) Second Equitable Mortgage (including Second Legal Mortgage to be signed on completion) and/or Second Legal Mortgage 第二樓花按揭契(包括入伙時所簽的第二正式按揭契)及/或第二正式按揭契	Residential Unit 單位: \$3,800.00 Residential Car Park/Motor Car Park 車位/電單車 位: \$2,800.00	2.	Land search fees and miscellaneous charges: \$500.00* 田土廳查冊費及其他雜費: \$500.00* #Registration fee: \$450.00* #登記費: \$450.00* #Adjudication fee for Second Equitable Mortgage/Second Legal Mortgage: \$50.00* 第二樓花按揭契及/或第二正式按揭契印花稅裁定費: \$50.00*
		[see Note (b) & (c)] [見備忘錄(b)及(c)]		#Filing fee at Companies Registry (applicable to Corporate Purchaser only): \$340.00* #公司註冊處按揭存檔費(只適用於公司買家): \$340.00*
III.	Assignment 轉讓契	[see Note (a)] [見備忘錄(a)]	1.	Land search fees and miscellaneous charges: \$500.00 田土廳查冊費及其他雜費: \$500.00
			2.	#Registration fee: \$450.00 #登記費: \$450.00
			3.	Certified copies charges for <u>remaining</u> title deeds and documents: to be advised before completion <u>剩餘</u> 業權契據核證副本: \$1,884.00
			4.	Costs for preparing Certified copy of Deed of Mutual Covenant with plans: to be advised before completion 大廈公契核證副本費連圖: \$748.00
			5.	Stamp Duty: \$100.00 印花稅: \$100.00
			6.	Levy payable to Property Management Services Authority: \$350.00 向物業管理業監管局繳付的徵款: \$350.00
				Company search fees (applicable to Corporate Purchaser only): \$400.00 公司查冊費(只適用於公司買家): \$400.00
			8.	Board Resolution (applicable to Corporate Purchaser only): \$500.00 公司會議記錄(只適用於有限公司買家): \$500.00

- \* The above fees and disbursements will be paid upon execution of Equitable Mortgage/Legal Mortgage and /or upon execution of 2nd Equitable Mortgage/2nd Legal Mortgage (if applicable) respectively.
- \* 以上所有費用及代墊付費用於簽署樓花按揭/現樓按揭時及/或簽署第二樓花按揭/第二現樓按揭時各要支付一次。
- # The above registration fee, filing fee and adjudication fee will be subject to the final confirmation by the Government.
- # 上述的登記費、公司註冊存檔費及印花稅裁定費以政府最後收費為準。

### Note 備忘錄:

(a) (i) Joint Legal Representation 買賣雙方共同委託律師

If the Purchaser is the 1st purchaser of his unit from the Developer and the Purchaser also instructs the Developer's solicitors to act for him in the purchase, all legal costs (but exclusive of miscellaneous charges specified in column (B) of the Table of Charges) of and incidental to the preparation and completion of the formal Agreement for Sale and Purchase and the Assignment to be borne by the Purchaser will be waived.

如買方為直接由發展商購買有關單位之首名買家及買方同時委托發展商律師作為其購買該單位的代表律師,則買方原先須支付 有關擬備及完成正式買賣合約及轉讓契之所有法律費用(但不包括收費表 B 項所列之雜項收費)將獲豁免。

(ii) Change of Legal Representation 買方中途轉換律師

If the Purchaser shall instruct his own Solicitors in completing the Assignment and/or Equitable Mortgage/Legal Mortgage after signing of the formal Agreement for Sale and Purchase, the Purchaser shall forthwith pay the Developer's Solicitors the sum of HK\$3,000.00 being the costs of preparing the formal Agreement for Sale and Purchase (the cost on account of HK\$3,000.00 paid by the Purchaser on signing of the formal Agreement for Sale and Purchase will be applied towards this payment).

若買方在簽署正式買賣合約後,另行聘請自己的代表律師完成轉讓契及/或樓花按揭契/按揭契,則買方須立即向發展商代表律師支付港幣\$3,000,作為發展商律師擬備正式買賣合約的律師費(買方在簽署正式買賣合約時所預付的港幣\$3,000 律師費將可用於抵扣此款項)。

(iii) Separate Legal Representation 買賣兩方分開委託律師

If the Purchaser elects separate representation, the Purchaser shall bear his/its own legal costs as well as all fees and disbursements. 如買方聘用自己選擇的律師,買方須承擔買方自己之法律費用及一切代墊付費用。

(b) If it is necessary to act for potentially undue influenced party and prepare Acknowledgement of advice, additional charges for giving advice and preparing Acknowledgement of advice is HK\$1,500.00 for each set. The cost does not include the preparation of Guarantee. 若須代表可能受不正當影響的一方及擬備確認書,則另加提供法律意見及擬備確認書費用每套港幣 1,500.00 元。費用不包括擬備擔保書。

- (c) In fact, Johnson Stokes & Master will act for the mortgagee including bank (but not the Purchaser, the borrower or the guarantor) in the Equitable Mortgage/Legal Mortgage and the Guarantee. 事實上,孖士打律師行將會代表包括銀行之按揭承按人(而並不代表買方,借款人或擔保人)處理樓花按揭契/按揭契及擔保書。
- (d) According to the relevant price list of the Phase issued by the Vendor, the Purchaser will not be charged any handling fee or legal fee for processing the loan application (except that the expenses for obtaining any missing title deeds (if any) in order to prove good title of the Existing Property shall be borne by the Purchaser). If the Existing Property is mortgaged, the Purchaser can elect to instruct his/her own solicitors to handle the discharge/release of the mortgage and bear his/her own solicitors' relevant costs and disbursements. 根據實方發出的期數的有關價單,買方無須支付任何申請貸款的手續費或法律費用(惟買方須自行承擔為證明其現有物業良好業權之補契費用(如有))。如現有物業有按揭,買方可以自行聘請律師辦理解除按揭手續並支付相關律師費及代墊付費用。

### Other Charges (If applicable) 其他費用(若適用)

1. (a) Guarantee for 1st Equitable Mortgage and/or 2nd Equitable Mortgage/1st Mortgage and/or 2nd Mortgage
Mor

第一樓花按揭及/或第二樓花按揭擔保書/第一按揭及/或第二按揭擔保書

- (b) Fees for advising potentially undue influenced party and preparing Acknowledgement of advice 向可能受不正當影響的一方提供法律意見及擬備確認書費用
- (Applicable to Corporate Purchaser) Particulars of Charge for filing at the Companies Registry and Board Resolution 公司買家另需付(a)按揭詳情(公司註册處存檔用) (b) 會議記錄

3. Supplemental Agreement 補充合約

4. Power of Attorney 授權書

5. For foreign corporate purchasers:

- (a) fees for obtaining foreign lawyers' opinion
- (b) obtaining up-to-date confirmation or opinion

(Remarks: Legal fees, charges and out-of-pocket expenses payable to foreign lawyers are <u>NOT</u> included) (適用於海外公司買家)另加安排海外律師法律意見之費用(註:海外律師費及須支付海外律師之支出費用等並不包括在內)

6. Mortgage costs as quoted above are applicable only for preparation of one single simple security deed for financing the purchase. Preparation of any additional security documents (including Rental Assignment, Share Mortgage/Share Charge, Subordination Agreement, Assignment of Loan, Loan Agreement, etc.) will be charged on time costs basis. Quotation of costs will be supplied upon request. 上述有關按揭之律師費用只適用於擬備一份以物業為抵押之簡單按揭文件。若需擬備其他抵押文件(包括租金轉讓文件 / 股票按揭/押記 / 從屬協議 / 貸款轉讓文件及貸款協議書等),收費將會按所需時間計算。有關費用之報價可應要求另外提供。

\$2,500.00 each 毎份 \$2,500.00

\$1,500.00 each set 毎套 \$1,500.00

\$2,500.00 for each Company

每間公司每套\$2,500.00

\$2,800.00 each (exclusive of disbursements) 每份 \$2,800.00 (不包括代墊付費用)

\$3,000.00 each (exclusive of disbursements) 每份 \$3,000.00 (不包括代墊付費用)

\$6,500.00 \$1,500.00

### Note on Stamp Duty 印花稅須知

- 1. The Stamp Duty (Amendment) Ordinance 2025 (2025 Amendment Ordinance) was published in the Gazette on 16 May 2025 to give effect to a proposal in the 2025-26 Budget to raise the maximum value of properties chargeable to a stamp duty of \$100 to \$4 million with effect from 26 February 2025. Under the 2025 Amendment Ordinance, unless otherwise provided, the new value bands will be applicable to any instrument executed on or after 26 February 2025 for the sale and purchase or transfer of residential or non-residential property.
  - 《2025年印花税(修訂)條例》(《2025年修訂條例》)已於 2025年5月16日刊憲,以實施 2025-26年度財政預算案中的建議,將 100元印花稅適用的物業價值上限調高至4百萬元,由 2025年2月26日起生效。根據《2025年修訂條例》,除另有規定外,新稅階適用於任何在2025年2月26日或之後所簽立以買賣或轉讓住宅或非住宅物業的交易文書。
- 2. The Stamp Duty (Amendment) Ordinance 2024 ("2024 Amendment Ordinance") was published in the Gazette on 19 April 2024 to give effect to the proposals in the 2024-25 Budget to cancel all demand-side management measures for residential properties. Under the 2024 Amendment Ordinance, (a) the ad valorem stamp duty ("AVD") rate of 7.5% under Part 1 of Scale 1 is amended to the same rate as those of AVD at Scale 2 with effect from 28 February 2024; and (b) any instrument executed on or after 28 February 2024 for the sale and purchase or transfer of residential property is no longer subject to special stamp duty and buyer's stamp duty.

《2024年印花税(修訂)條例》(《2024年修訂條例》)已於2024年4月19日刊憲,以實施2024-25年度財政預算案中的建議,即撤銷所有住宅物業需求管理措施。根據《2024年修訂條例》,(a)由2024年2月28日起,第1標準第1部之下百分之七點五的從價印花稅稅率修訂為與從價印花稅第2標準的稅率相同;及(b)在2024年2月28日或之後所簽立以買賣或轉讓住宅物業的文書均無須徵收額外印花稅及買家印花稅。

3. Please consult your solicitors regarding details of the payment of AVD. 有關支付「從價印花稅」之詳情,請向閣下律師查詢。

# Calculation of Ad Valorem Stamp Duty 從價印花稅計算方法如下

	Consideration 樓價	Ad Valorem Stamp Duty Payable 從價印花稅
(a)	Up to \$4,000,000	\$100
(b)	\$4,000,001 to \$4,323,780	\$100 + 20% of excess over \$4,000,000
(c)	\$4,323,781 to \$4,500,000	1.5%
(d)	\$4,500,001 to \$4,935,480	\$67,500 + 10% of the excess over \$4,500,000
(e)	\$4,935,481 to \$6,000,000	2.25%
(f)	\$6,000,001 to \$6,642,860	\$135,000 + 10% of the excess over \$6,000,000
(g)	\$6,642,861 to \$9,000,000	3.00%
(h)	\$9,000,001 to \$10,080,000	\$270,000 + 10% of the excess over \$9,000,000
( i )	\$10,080,001 to \$20,000,000	3.75%
(j)	\$20,000,001 to \$21,739,120	\$750,000 + 10% of the excess over \$20,000,000
(k)	\$21,739,121 and above	4.25%

### Enquiry 查詢

Purchaser may contact the following staff of our firm during office hour Monday to Friday (9:30 a.m. to 12:00 noon and 2:15 p.m. to 5:00 p.m.)

(except Saturdays and Public Holidays) for enquiring about signing the formal Agreement for Sale and Purchase. 如有,請於辦公時間內星期一至星期五(上午 9 時 30 分至中午 12 時正及下午 2 時 15 分至 5 時)(星期六及公眾假期除外),與下列負責 職員聯絡諮詢有關簽署正式買賣合約問題。

Flat/	Α	В	С	D	E	F	G
Floor							
29/F	Ms. Wong		Ms. Wong		Ms. Wong		Ms. Wong
	黄小姐 2843 2275		黃小姐 2843 2275		黃小姐 2843 2275		黄小姐 2843 2275
28/F	Mr. Law 羅先生	Mr. Law 羅先生	Mr. Law 羅先生		Mr. Law 羅先生	Mr. Law 羅先生	Mr. Law 羅先生
	2843 4573	2843 4573	2843 4573		2843 4573	2843 4573	2843 4573
27/F	Ms. Tam 譚小姐	Ms. Tam 譚小姐	Ms. Tam 譚小姐		Ms. Tam 譚小姐	Ms. Tam 譚小姐	Ms. Tam 譚小姐
,	2843 2480	2843 2480	2843 2480		2843 2480	2843 2480	2843 2480
26/F	Mr. Wong 黄先生	Mr. Wong 黃先生					
,	奥元王 2843 2220	更元王 2843 2220	奥元王 2843 2220				
25/F	Ms. Sha						
	沙小姐 2843 2236						
23/F	Ms. Ng						
20, .	伍小姐 2843 4262						
22/F	Ms. Chan						
22/1	陳小姐 2843 4476						
21/F	Mr. Chan						
Z1/F	陳先生						
20/5	2843 2490 Mr. Law						
20/F	羅先生						
	2843 4585 Mr. Chong						
19/F	莊先生						
	2843 2541	2843 2541	2843 2541	2843 2541	2843 2541	2843 2541	2843 2541
18/F	Mr. Chak 翟先生						
	2843 4266	2843 4266	2843 4266	2843 4266	2843 4266	2843 4266	2843 4266
17/F	Ms. Wu 胡小姐						
	2843 4491	2843 4491	2843 4491	2843 4491	2843 4491	2843 4491	2843 4491
16/F	Ms. Chung 鍾小姐	Ms. Chung 錘 小 切	Ms. Chung 鍾小姐	Ms. Chung 结 小 切	Ms. Chung 结 小加	Ms. Chung 结 小 切	Ms. Chung 鍾小姐
,	理小姐 2843 2299	鍾小姐 2843 2299	理小姐 2843 2299	鍾小姐 2843 2299	鍾小姐 2843 2299	鍾小姐 2843 2299	理小姐 2843 2299
15/F	Ms. Choi						
137.	蔡小姐 2843 2585						
12/F	Ms. Tsui						
12/1	徐小姐 2843 4232						
11/F	Ms. Ng						
11/1	伍小姐 2843 2243						
10/E	Ms. So						
10/F	蘇小姐						
0/5	2843 4314 Ms. Wong						
9/F	黃小姐						
0/=	2843 2387 Ms. So	2843 2387 Mr. Wong	2843 2387 Mr. Wong	2843 2387 Ms. Wong	2843 2387 Ms. Wong	2843 2387 Ms. Wong	2843 2387 Ms. Wong
8/F	蘇小姐	黃先生	黄先生	黄小姐	黄小姐	黄小姐	黃小姐
	2843 4314 Ms. So	2843 2220 Mr. Law	2843 2220 Mr. Law	2843 2275 Ms. Ng	2843 2275 Ms. Ng	2843 2275 Mr. Law	2843 2275 Mr. Law
7/F	蘇小姐	羅先生	羅先生	伍小姐	伍小姐	羅先生	羅先生
	2843 4314 Ms. Wong	2843 4585 Mr. Chong	2843 4585 Mr. Chong	2843 4262 Ms. Chan	2843 4262 Ms. Chan	2843 4573 Ms. Tam	2843 4573 Ms. Tam
6/F	Ms. Wong 黃小姐	Mr. Chong 莊先生	Mr. Chong 莊先生	Ms. Chan 陳小姐	Ms. Chan 陳小姐	Ms. Tam 譚小姐	Ms. Tam 譚小姐
	2843 2387	2843 2541	2843 2541	2843 4476	2843 4476	2843 2480	2843 2480
5F	Ms. Wong 黃小姐	Mr. Chak 翟先生	Mr. Chak 翟先生	Ms. Wu 胡小姐	Ms. Wu 胡小姐	Mr. Chan 陳先生	Mr. Chan 陳先生
	2843 2387	2843 4266	2843 4266	2843 4491	2843 4491	2843 2490	2843 2490
3/F	Ms. Ng 伍小姐	Ms. Tsui 全小加	Ms. Tsui 徐小姐	Ms. Choi 蔡小姐	Ms. Choi 蔡小姐	Ms. Chung 鍾小姐	Ms. Chung 鍾小姐
	2843 2243	徐小姐 2843 4232	恁小姐 2843 4232	祭小姐 2843 2585	祭小姐 2843 2585	理小姐 2843 2299	理小姐 2843 2299

# Acknowledgement Letter regarding Viewing of Property 關於參觀物業的確認信

Vendo					
賣方			Gainplace Limited	潤澤有限公司 (as "	Person so Engaged"作為「如此聘用的人」)#
Name	and Ad	dress of the	BAL RESIDENCE	– 18 Hang On Stree	et
Develo	pment		BAL RESIDENCE	- 恆安街 18 號	
發展項	自名稱	<b>承</b> 及地址			
Property 該物業		Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space 住宅車輛/電單車停車位	
政仍示					Tr P-4-440, 47-4-11 4-17
Purcha	ser(s)				
買方					
		/ B.R. No.			
身份證證號碼		景/商業登記			
Date (	YY/MN	I/DD)			
	年/月/日				
T/TT7 .1				<i>c</i> , , , ,	
					rstanding and acceptance prior to my/our signing roperty ("Preliminary Agreement") that :-
					的臨時買賣合約(「臨時合約」)前明白和接
納:	_ ,	1,70,700,117,1	170. 22	_ 4 EX EST	
1.					angements to view the Property prior to my/our
			nary Agreement for		÷ .
	貝刀口	1.	《簽署臨時買賣合約	用女排参餛畝彻耒	
2.	Please	specify:			
	請選擇	<b>Ĕ</b> :			
	The W	andar has mad	o available the Duane	ante for viousing by	ma/us and
			e available <b>the Prope</b> 共本人/我們參觀,而		me/us, and:-
	貝刀し		ペキノ(パス  1 多能 *   1	11	
		I/we have view	ved the Property.		
		本人/我們參觀	閱過該物業。		
		<u>OR</u>			
		<u>或</u>			
		After due cons	sideration and out of	my/our own free w	rill and choice, I/we have decided not to view the
		Property.	sideration and out of	my/our own nee w	in the choice, if we have decided not to view the
		1 ,	及由本人/我們自主	選擇下,本人/我信	門拒絕參觀該物業。
	It is n	ot reasonably 1	oracticable to make a	available the Prope	rty for viewing by me/us. The Vendor has made
				_	rty for viewing by me/us, and:-
	開放該	该物業予本人/	我們參觀並非合理地	也切實可行。賣方E	己開放 <b>與該物業相若的住宅物業</b> 供本人/我們參
	觀,正	ī			
		I/we have view	ved the comparable r	esidential property	of the Property
			想過與該物業相若的		or the Froperty.
		OR			
		<u>OR</u> 或			
				6	· 1 1 1 1 7/- 1 1 1 1 1 1
		After due cons	sideration and out of	my/our own free w	ill and choice, I/we have decided not to view the

經充分考慮後及由本人/我們自主選擇下,本人/我們拒絕參觀與該物業相若的住宅物業。

comparable residential property of the Property.

- 4. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
  如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the 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。

### **Bal Residence ("the Development")**

Vendor's Information Form 賣方資料表格

Re: Flat [	] on [	] Floor of Bal Residence, 18 Hang On Street, Kowloon, Hong Kong
("the Property	y")	

有關: Bal Residence - 香港九龍恆安街 18 號 [ ] 樓, [ ] 單位("該物業")

(1) The amount of the management fee that is payable for the Property (Please delete as appropriate) 該物業支付的管理費用的款額 (請刪去不適用者)

Flat C of 29/F : HK\$4,914 per month 29 樓 C 單位 :每月港幣 4,914 元

Flat E of 29/F : HK\$5,130 per month 29 樓 E 單位 :每月港幣 5,130 元

(2) The amount of the Government rent (if any) that is payable for the Property 該物業繳付的地稅(如有的話)的款額

3% of the rateable value of the Property <sup>◊</sup> 本物業應課差餉租值之 3%<sup>◊</sup>

(3) The name of the owners' incorporation (if any)

業主立案法團(如有的話)的名稱

NIL

無

(4) The name of Manager of the Development 發展項目的管理人的姓名或名稱

Kolot Property Services Limited

高樂服務有限公司

(5) 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

賣方自政府或管理處接獲的關乎該項目中的住宅物業的擁有人須分擔的款項的任何通知

NIL

無

(6) Any notice received by the vendor from the Government or requiring the vendor to demolish or reinstate any part of the Development

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

NIL

無

(7) Any pending claim affecting the Property that is known to the vendor 賣方所知的影響指明住宅該物業的任何待決的申索

NIL

無

Date of Printing : 印刷日期 :

There has been no apportionment of Government rent for the Property as at the date of printing of this form. 直至本表格印刷之日,尚未有為本物業分攤地租。

# Acknowledgement Letter regarding Kitchen 關於廚房的確認信

Vendor	Urban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*			
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#			
Name and Address of the	BAL RESIDENCE		et	
Development	BAL RESIDENCE	- 恆安街 18 號		
發展項目名稱及地址				
Property	Floor 樓層	Flat 單位	Residential Car / Motor Cycle Parking Space	
該物業			住宅車輛/電單車停車位	
Purchaser(s)				
買方				
I.D. / Passport/ B.R. No.				
身份證 / 護照 / 商業登記				
證號碼				
Date (YY/MM/DD)				
日期 (年/月/日)				

I/We, the undersigned, hereby acknowledge and confirm my/our understanding and acceptance prior to my/our signing of the Preliminary Agreement for Sale and Purchase in respect of the Property ("Preliminary Agreement ") that :- 本人/吾等,下方簽署人,特此確認,本人/吾等在簽署該物業的臨時買賣合約(「臨時合約」)前明白和接納:

- 1. Alteration works as follows have been carried out in the kitchen of the Property after completion of the Development but before handover of the Property to me/us (the "**Alteration**"):在發展項目完成後但在該物業移交給本人/吾等之前,該物業的廚房已進行以下改動工程(「**該改動**」)
  - Alteration of kitchen sink 廚房洗手盆的改動

For illustration purposes only, the floor plan of 29/F of the Property following the approved building plan was shown in PLAN A hereto while the "as-is" layout of 29/F of the Property was shown in PLAN B hereto. The Alteration is clouded in PLAN B for reference only.

僅作說明之用,該物業的 29 樓的樓面平面圖按批准的建築圖則載於附件圖 A,而該物業的 29 樓的現時狀況的樓面平面圖則載於附件圖 B。該改動在圖 B中以雲顯示,僅供參考。

- 2. As per the Authorised Person of the Development, the Alterations are exempted works under the Building Ordinance. 根據發展項目的認可人士,該改動屬《建築物條例》豁免的工程。
- 3. I/We understand that information herein may or may not have been provided in the sales brochure prior to my/our signing of the Preliminary Agreement and/or inspection of the Property. I/We agree that I/we will not raise any requisitions and objection thereto and would not require any proof or giving of title by the Vendor in relation to any and all of the Alterations.

本人/吾等明白,在本人/吾等簽署臨時合約及/或視察該物業之前,售樓說明書未必或不一定已有提供本確認信的資訊。本人/吾等同意本人/吾等不會就此提出任何要求及反對,亦不會要求賣方就任何及所有該改動提供任何證明或提供業權證明。

- 4. I/We have personally inspected and is fully satisfied and accepts in all respects with the existing state and condition of the Property without any requisition or objection whatsoever in respect of the same and shall not be entitled to terminate the Preliminary Agreement or subsequent formal agreement for sale and purchase by reason of the aforesaid. 本人/吾等已親身視察和完全滿意及接受所有該物業的現况及狀態,並沒有對其有任何質詢或反對。本人/吾等不得就前述事宜終止臨時合約或其後的正式買賣合約。
- 5. In the event of any conflict or discrepancy between the Chinese and English versions of this document, the English version shall prevail.
  如本文件之中英文文本有任何歧義,一切以英文文本為準。

Signed by the Purchaser(s) 買方簽署		

Note 備註:

<sup>&</sup>quot;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。

## PLAN A 圖 A

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

29/F FLOOR PLAN二十九樓樓面平面圖





The floor-to-floor height of each residential property on 29/F of the Development as provided in the approved building plans for the Development: 3.30m.

The thickness of floor slabs (excluding plaster) in each residential property on 29/F of the Development
is 150mm, 350mm and 550mm;
 The infernal areas of the residential properties on the upper floors will generally be slightly larger than those
on the tweer floors because of the reducing thickness of the structural walls on the upper floors.

1. 披發展項目的經批准的建築圖則所規定者,發展項目二十九樓每個任宅做業的眉與層之間的高度為: 3.3米。 2. 按發展項目的經批准的建築圖則所規定者,發展項目二十九機每個任宅物業的裝板(不包括表認)的厚度為150毫米, 450毫米及550毫米。 3. 因任宅物業的較高機層的結構維的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

備註: 1. 平面圈中所使用之名詞及簡稱請參閱本售樓說明書類()頁。 2. "標示該樓板的厚度包括 300毫米及400毫米的混凝土填料。

Scale 比例:

Notes: 1. Please refer to page ( ) of this Sales Brochure for legend of ferms and abbreviations shown in the floor plans. 2. "Denotes that the slab thickness includes 300mm and 400mm thick concrete fill.



# FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

29/F FLOOR AS-IS PLAN二十九樓現狀樓面平面圖

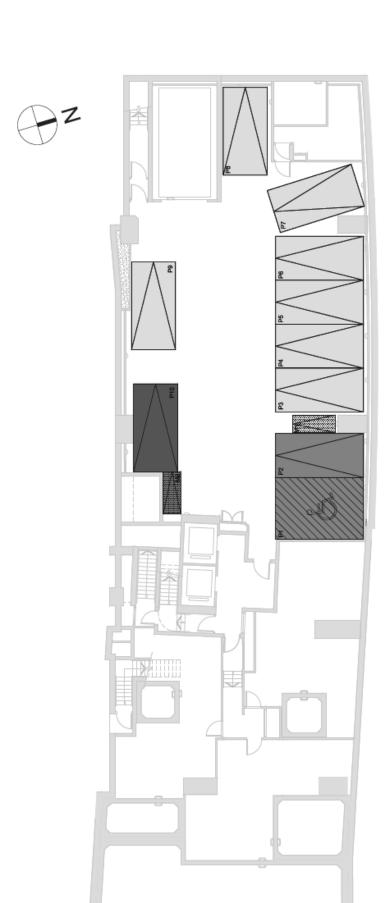


Notes: This part of 29/F has been altered by way of exempted works under the Buildings Ordinance after completion of the Development. The approximate locations of the alterations are indicated in this floor plan. The alteration works are as follows:

(1) Alteration of Flat C kitchen sink
(2) Alteration of Flat E kitchen sink

備註:二十九機此部份因在發展項目落成後進行獲《建築物條例》豁免的工程而有所改動。該等改動大概位置於本樓面平面圖中標出。該等改動如下; (1) 更改光緣盆 (2) 更改光緣盆

# BASEMENT FLOOR PLAN 地庫樓面平面圖





### Memorandum regarding the Car Parking Space 關於車位的備忘錄

	Jrban Renewal Authority 市區重建局 (as "Owner" 作為「擁有人」)*				
賣方	Gainplace Limited 潤澤有限公司 (as "Person so Engaged" 作為「如此聘用的人」)#				
	AL RESIDENCE – 18 Hang On Street AL RESIDENCE – 恆安街 18 號				
	Residential Car Parking Space 住宅停車位 Residential Motor Cycle Parking Space 住宅電單車停車位	No.編號:	on Basement Floor 於地庫		
1 2	Unit [ ] on [ ] Floor of Bal Residence Bal Residence[ ]樓[ ]單位				
Purchaser(s) 買方					
H.K.I.D./Passport/B.R. No(s). 身份證/護照/商業登記證號碼			_		
Date 日期					

- 1. I/We hereby acknowledge and confirm that prior to my/our signing of the Preliminary Agreement for Sale and Purchase of the Property ("Preliminary Agreement"), I/we am/are fully aware of, and you have fully disclosed to me/us, the following:-本人/我們特此承認及確認於本人/我們簽署本物業的臨時買賣合約(「**臨時合約**」)之前,本人/我們已知悉和貴司已向本人/我們完全披露下列事項:
  - (a) According to the provisions of the Land Grant of Kwun Tong Inland Lot No.764 ("Lot") under the Conditions of Grant No. 20344 and the Deed of Mutual Covenant and Management Agreement ("DMC") of Bal Residence ("Development"), the Residential Car Parking Spaces and Residential Motor Cycle Parking Space in the Development shall only be used and/or occupied by the residents of the residential units in the Development and their bona fide guests, visitors or invitees.

根據觀塘內地段第 764 號(「**該地段**」) 的批地文件第 20344 號和 Bal Residence(「**發展項目**」)的公契及管理協議規定(「**公契**」),發展項目內的住宅停車位及住宅電單車停車位僅能由發展項目內住宅單位的住戶、以及他們的真正來賓、訪客或獲邀請人士使用及/或佔用。

(b) Under Special Condition No.(42) of the Land Grant, the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces shall not be:-

根據批地文件特別條款第(42)條規定,住宅停車位及住宅電單車停車位不能:

- (i) assigned except 轉讓,除非
  - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or 連同賦予專屬權使用和佔用現已或將會建於「該地段」 一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓;或
  - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or 承讓人現時已擁有賦予專屬權使用及佔用「該地段」已建或擬建一座或多座建築物之一個或多個住宅單位的不分割份數;或
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot. 分租(租予「該地段」已建或擬建一座或多座建築物內住宅單位的住戶除外)。

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.

但是在任何情況下,現已或將會建於「該地段」的一座或多座建築物內任何一個住宅單位的業主或住戶概不可 承讓或承租超過三個「住宅停車位」及「住宅電單車停車位」。

2. I/We agree to comply with the provisions of the said Government Grant and the Deed of Mutual Covenant and Management Agreement.

本人/我們同意遵守上述地契和公契及管理協議的規定。

- 3. I/We, hereby declare and confirm that I/we am/are the owner(s) of the Specified Residential Property. 本人/我們特此聲明及確認本人/我們為指定住宅物業的業主。
- 4. I/We hereby further warrants that I/we or my/our nominee or sub-purchaser (as the case may be), who shall take up the subsequent Assignment of the Property on completion of the sale and purchase thereof, shall on completion of the sale and purchase of the Property be the legal and beneficial owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the Development and the legal and beneficial owner of not more than three in number of the total of the Residential Car Parking Spaces and Residential Motor Cycle Parking Space including the Property. 本人/我們現進一步保證本人/我們或其獲提名人或轉購人(視屬何情況而定)在本物業買賣完成時及在其接受本物業之轉讓契時將為附有該發展項目住宅單位獨有使用及管有權之該地段不分割業權份數及包括本物業總數不多於三個住宅停車位及住宅電單車停車位的法律上擁有人及實益擁有人。
- 5. I/We shall upon request produce such documentary evidence as required by the Vendor to prove such ownership and compliance with the Land Grant and the DMC to the satisfaction of the Vendor. Should there be any breach of the warranties by me/us in this Memorandum, I/we shall be deemed to be in breach of the terms and conditions of the Preliminary Agreement and the subsequent formal Agreement for Sale and Purchase to be made pursuant thereto and the Vendor shall be entitled to determine the Preliminary Agreement and the said formal Agreement for Sale and Purchase, forfeit the deposit(s) paid by me/us, re-sell the Property and recover from me/us all losses and damages, as may be suffered by the Vendor. I/we shall indemnify the Vendor and keep the Vendor indemnified against all losses damages actions suits costs expenses claim and demands whatsoever on account of or in respect of any breach of the warranty given by me/us in this Memorandum. 本人/我們須於賣方要求時提供賣方所要求之文件證據以證明至賣方滿意程度其上述擁有權及已遵從批地文件及公契。如有任何違反本備忘錄內所作之保證,本人/我們將被當作違反臨時合約及其後按照臨時合約所訂正式買賣合約之條款及條件及賣方將有權終止臨時合約及該正式買賣合約,沒收本人/我們已付之訂金,再次出售本物業及向本人/我們討回賣方所遭受之一切損失及損害賠償。本人/我們須就買方違反按照本備忘錄內所作之保證而引至之一切損失、損害賠償、訴訟、費用、開支、申索及索求對賣方作彌償。
- 6. This Memorandum shall be binding upon me/us as the Purchaser until completion of the sale and purchase of the Property. 本備忘錄具有約束本人/我們作為其買方的約束力,直至完成買賣本物業。
- 7. The Chinese translation of this Memorandum is for reference purposes only. In case of any dispute, the English version shall prevail.

本備忘錄的中文譯本僅供參考,倘若有任何爭議,須以英文版本為準。

Signature of the 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。