

**The Arles, 1 Au Pui Wan Street, Shatin, New Territories (the “Development”)**  
**新界沙田坳背灣街 1 號星凱·堤岸（「發展項目」）**

TENDER NOTICE CONTAINING TERMS AND CONDITIONS OF THE TENDER SALE OF  
the following property(ies) in the Development (each a “**Property for Tender**”):

載有發展項目下述物業（每一該等物業稱為「**招標物業**」）招標條款及條件之招標公告：

**Those properties set out in the Column of “Properties for Tender” in Paragraph A of Offer  
Section**

要約部份 A 段「**招標物業**」一列所列出之物業

<b>Vendor</b> 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司
<b>Sales Arrangement</b> 銷售安排	Information on Sales Arrangements of the following number (as amended from time to time): 以下編號之銷售安排資料（包括其不時之修定）： 33
<b>Commencement Time of Tender Sale</b> 開始招標時間	See Tender Particulars Table 見招標詳情附表
<b>Closing Time of Tender Sale</b> 截止招標時間	See Tender Particulars Table 見招標詳情附表
<b>Tender Period</b> 招標期間	From Commencement Time of Tender Sale to Closing Time of Tender Sale 由開始招標時間至截止招標時間
<b>Acceptance Period</b> 接受中標期間	The period between (a) Commencement Time of Tender Sale concerned and (b) the date falling the 5th working day after the date of tender sale concerned (both days inclusive) 指由(a)開始招標時間至(b)相關招標出售日期後起計的第 5 個工作日內(包括首尾兩日)
<b>Tender Box</b> 投標箱	Tender box located at 投標箱設置於： Ground Floor, The Arles, 1 Au Pui Wan Street, Fo Tan, New Territories, Hong Kong 香港新界火炭坳背灣街1 號星凱·堤岸地下
<b>Vendor’s Solicitor</b> 賣方律師	<b>Tower 1 第一座</b> <b>Iu, Lai &amp; Li Solicitors &amp; Notaries 姚黎李律師行</b> Rooms 2201, 2201A & 2202, 22nd Floor, Tower I, Admiralty Centre, No.18 Harcourt Road, Hong Kong 香港金鐘夏慤道十八號海富中心一座二十二樓 2201 室、2201A室及 2202 室 許寶安律師 <b>Mr. Patrick Hui</b> (Tel: 2810 8082; Fax: 2845 2752)  <b>Tower 2 第二座</b> <b>Zhong Lun Law Firm LLP 中倫律師事務所有限法律責任合夥</b> 4/F Jardine House, 1 Connaught Place, Central, Hong Kong 香港中環康樂廣場一號怡和大廈四樓 葉倩彤律師 <b>Ms. Christy Ip</b> (Tel: 2877 3088; Fax: 2525 1099)

	<b>Towers 3 and 5 第三及五座</b> <b>Messrs. Lo and Lo 羅文錦律師樓</b> 7th Floor, World-wide House, 19 Dex Voeux Road Central, Hong Kong 香港中環德輔道中 19 號環球大廈 7 字樓 顧文浩律師 <b>Mr. Henry Ku</b> (Tel: 2523 8181; Fax: 2810 5351)
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**PLEASE NOTE: the Vendor has the absolute right to change the Tender Period, Commencement Time of Tender Sale and/or Closing Time of Tender Sale from time to time by amending the Sales Arrangement. The tender sale of the Properties for Tender is subject to availability. Where any Property for Tender has been sold under a particular tender sale carried out on a date of tender sale, no tender sale of that Property for Tender will be carried out on subsequent date(s) of tender sale. The Vendor has the absolute right to accept or reject any offer for the purchase of any Property for Tender. Although a Property for Tender may be available for tender on a date of tender sale, it may become unavailable during that date of tender sale because the Vendor may accept a previous tender for that Property for Tender after the close of such previous tender exercise. In such event, the Vendor will reject other offer(s) for that Property for Tender.**

**請注意：賣方有全權透過修改銷售安排不時更改招標期間、開始招標時間及／或截止招標時間。招標物業的招標出售視供應情況而定。如任何招標物業已在某招標出售日期進行的招標出售中售出，其後的招標出售日期將不會進行該招標物業的招標出售。賣方有絕對權利接受或拒絕購買任何招標物業的任何要約。儘管一招標物業可能會在招標出售日期進行招標，但由於賣方可能會在先前的投標結束後接受該招標物業的先前投標，因此在招標出售日期該招標物業可能變得不能再出售。在這種情況下，賣方將拒絕該招標物業的其他要約。**

Should you have any query, please call the hotline of the Development: 如有任何問題，請致電發展項目的熱線查詢：2788 0333

Date of this Tender Notice 本招標公告日期：17/3/2024

**Tender Particulars Table 招標詳情附表:**

<b>Date of tender sale 招標出售日期</b>	<b>Commencement Time of Tender Sale 開始招標時間</b>	<b>Closing Time of Tender Sale 截止招標時間</b>
Tender on every day from 17 March 2024 to 31 December 2024 (both dates inclusive) 招標於每日由2024年3月17日起至2024年12月31日(包括首尾兩日)	3 p.m. on the relevant date of tender sale 相關招標出售日期的下午3時	5 p.m. on the relevant date of tender sale 相關招標出售日期的下午5時

**TERMS AND CONDITIONS OF THE TENDER SALE**  
**招標條款及條件**

1. To make an offer to purchase any Property for Tender, a tenderer shall submit the items referred to in paragraph B of the Offer Section of this document below (the “**Offer Section**”) by delivering the same to the Tender Box during the Tender Period. A Property for Tender so offered to be purchased by the tenderer will be referred to as a “**Tendered Property**”.

如欲作出要約購買任何招標物業，投標人須於招標期間把本文件下文要約部份 B 段所述的所有項目（「**要約部份**」）交回投標箱。投標人如此投票要約購買的招標物業稱為「**投標物業**」。
2. A tenderer’s submission of a tender as aforesaid constitutes that tenderer’s agreement to these terms and conditions and a formal offer for the purchase of the Tendered Property which shall remain irrevocable and open for acceptance by the Vendor during the Acceptance Period and, on acceptance by the Vendor, a contract shall be constituted between the tenderer and the Vendor. The Tendered Property the offer of which is accepted by the Vendor will be referred to as the “**Purchased Property**”.

投標人如前述作出投標即視作投標人同意本文件條款及條件及就購買投標物業作出正式要約，且該要約於接受中標期間內不能收回及可供賣方接受，而一經賣方接受，投標人與賣方之間即有合約存在。獲賣方接受投標人要約的投標物業稱為「**所購物業**」。
3. A tenderer may offer to purchase of more than one Property for Tender in the Offer Section at the same time, but the Vendor will accept the tender in respect of one Tendered Property only. If the tender of any Tendered Property of the tenderer is accepted by the Vendor, the tender in respect of each other Tendered Property of that tenderer would be deemed to be rejected by the Vendor.

投標人可於要約部份中同時就多於一個招標物業提出要約購買，唯賣方僅會接受其中一個投標物業的投標。若賣方接受投標人的投標中任何一個投標物業的投標，該投標人提交的其他投標物業的投標將視為被賣方拒絕。
4. The Vendor may accept an offer by post, telephone, fax or email to the address / numbers / email address specified in the Offer Section or by any other effective means. After acceptance, the Vendor will return, as soon as practicable, to the tenderer concerned one duplicate of the Preliminary Agreement for Sale and Purchase of the Purchased Property executed by the Vendor and dated not later than the last date of the Acceptance Period.

賣方可以透過郵寄、電話、傳真或電郵至要約部份填上之地址／號碼／電郵地址或其他任何有效方法接受要約。賣方接受後，將盡快向有關投標人交回經賣方簽立且日期為不後於接受中標期間最後一日之所購物業之臨時買賣合約。
5. Before a tenderer’s offer is accepted, any cashier order and cheque submitted by that tenderer will remain uncashed. Once an offer is accepted by the Vendor, all cashier order and cheque submitted by the tenderer concerned will be cashed for the payment of the preliminary deposit of the Purchased Property. If a tenderer’s offer is not accepted, the Vendor will notify that tenderer. All cashier order and cheque submitted by that tenderer will be made available for collection by prior appointment Provided That the Vendor shall be entitled to return any cashier order and cheque to a tenderer (at the risk of that tenderer) by ordinary or registered post to the tenderer’s address specified in the Offer Section.

投標人的要約未被接受前，投標人所提交之任何本票和支票將不作兌現。一旦賣方接受投標人要約，所有有關投標人遞交的本票和支票將作兌現並用以支付所購物業的臨時訂金。倘投標人的要約不被賣方接受，賣方將通知該投標人。經預約該投標人可領回所有該投標人遞交的無兌現之本票和支票，唯賣方亦有權將任何本票和支票以普通或掛號郵遞至該投標人於要約部份填上之地址（遺失風險由該投標人承擔）。

6. If the successful tenderer is a company, there shall not be any change in directors /shareholders of the successful tenderer prior to the signing of the Agreement for Sale and Purchase.  
如中標人為公司，在簽署正式買賣合約前其董事/股東不可有任何改動。
7. The Vendor does not undertake and is under no obligation whatsoever to, review, consider or accept the highest offer or any offer at all for the purchase of any Property for Tender. The Vendor shall have the absolute discretion to determine whether to accept any tender of any Property for Tender, and the tender results decided by the Vendor are final and the tenderer shall not raise any claims or objections in respect thereof. The Vendor has the absolute right to withdraw from the sale of any Property for Tender at any time until the acceptance of an offer to purchase that Property for Tender.  
賣方並不承諾亦無任何責任閱覽、考慮或接受認購任何招標物業最高出價之要約或任何要約。賣方有絕對酌情權決定是否接受任何招標物業的任何投標，賣方決定的投標結果為最終的，而投標人不得就此提出任何申索或反對。賣方有全權於任何時間撤回出售任何招標物業，直至接受購買該招標物業之要約。
8. 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.  
賣方保留權利按其完全酌情權，將任何遞交不符合規定的投標書的投標人，或沒有按照本招標公告的規定遞交有效或妥善簽署文件的投標人的資格取消。如所遞交的投標書載有對於根據本招標公告所須遞交的文件任何種類的改動及／或增加，該投標書將被視為不符合規定的投標書。
9. Where a tenderer submits a tender through the introduction of an estate agent (the “Intermediary”), the tenderer shall fill in the details of the Intermediary in the Offer Section. By submitting a tender, the tenderer will be deemed to have acknowledged and confirmed that:  
倘投標人經由地產代理（「介紹人」）介紹而投標，投標人須將介紹人資料填上要約部份。投交標書，投標人即被視作知悉和確認：
- (a) the Intermediary represents the tenderer in the transaction (whether or not the Intermediary also represent the Vendor);  
介紹人於交易中代表投標人（不論是否亦代表賣方）；
- (b) the Intermediary or any other estate agent has not made and is not authorized or permitted by the Vendor to make any oral or written agreement, promise, undertaking, warranty or representation on behalf of the Vendor or to undertake any obligation or responsibility on behalf of the Vendor, and the Vendor is not and will not be liable in any way whatsoever to the tenderer or any person for and will not perform on behalf of the Intermediary any such agreement, promise, undertaking, warranty or representation made by or any such obligation or responsibility undertaken by the Intermediary or any other estate agent, which shall under no circumstance bind the Vendor, whether or not the tenderer’s offer to purchase is accepted;  
介紹人或任何其他地產代理均並無亦沒有被賣方授權或准許代賣方許下任何口頭或書面的協議、允諾、承諾、保證或陳述或代賣方應允任何承擔或責任。介紹人或任何其他地產代理所作出的任何協議、允諾、承諾、保證或陳述或所應允之承擔或責任，無論在任何情況下，賣方均不須向投標人或任何其他人負責，亦不須代介紹人或任何其他地產代理履行，而且賣方也不受其約束（不論投標人的購買要約是否獲接受）；

- (c) the Vendor is not and will not be involved in any dispute between the tenderer and the Intermediary or any other estate agent, whether or not the tenderer's offer to purchase is accepted. If the tenderer's offer is accepted, the sale and purchase of the Purchased Property shall proceed in accordance with these terms and conditions and the terms and conditions as set out in the transaction documents; and;  
投標人與介紹人或任何其他地產代理之任何轉讓（不論投標人的購買要約是否獲接受），一概與賣方無關。倘投標人的購買要約獲接受，所購物業之買賣將按照本文件條款及條件及交易文件條款及條件進行；及
- (d) the Vendor has not and has not authorised any of its staff, the Intermediary or any other estate agent to collect directly or indirectly from any tenderer, the Intermediary or any other estate agent any benefits, fees or commission in addition to the purchase price of the Tendered Properties. If any person demands any other benefit from a tenderer for submission of the offer to purchase the Tendered Properties, the tenderer has been advised that the tenderer should report promptly to the Independent Commission Against Corruption (ICAC).  
賣方並無直接或間接、亦無授權任何其職員、介紹人或任何其他地產代理向任何投標人、介紹人或任何其他地產代理收取樓價以外任何利益、費用或佣金。如遇任何人士就投標人入標認購投標物業向該投標人索取任何其他利益，該投標人已獲建議速向廉政專員公署（ICAC）舉報。

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

介紹人是否為介紹投標人予賣方以入標認購投標物業之地產代理，須由賣方核實方作準。

10. All tenderers are advised to instruct their own solicitors to advise them on the terms and conditions of this document and of the forms of the documents enclosed herewith.  
特此建議所有投標人就本文件及附夾於本文件之各文件之條款及條件向其律師尋求意見。
11. This document and the enclosed forms are all confidential Provided That they may be disclosed to professional advisor(s) upon reasonable discretion and on a need to know basis but only for purposes of giving professional advice on the matters in connection with the transactions contemplated in these terms and conditions. This document and the enclosed forms are provided in consideration of the agreement to the foregoing.  
本文件及所附夾之表格均屬機密，唯可按合理酌情權及只向需要知情者透露需要透露之資料的準則將之透露予專業顧問，唯透露之目的僅限於就本文件條款及條件所預期交易之相關事宜提供專業意見。本文件及所附夾之表格之提供是以同意上文規定為代價。
12. (a) Tenderers should note that whilst the Vendor may in its discretion answer questions of a general nature concerning the Properties for Tender, the Vendor will not provide legal or other advice in respect of this Tender Notice or statutory provisions affecting the Properties for Tender. All enquiries should be directed to the Vendor.  
投標人請注意，賣方只會酌情回答關於招標物業的一般問題，而不會就本招標公告或關於招標物業的法定條文提供法律或其他意見。如有查詢，應聯絡賣方。
- (b) Any statement, whether oral or written, made and any action taken by any officer of the Vendor or the Vendor in response to any enquiry made by a prospective or actual tenderer shall be for guidance and reference purposes only. No statement, whether oral or written, made and any action taken by any officer of the Vendor or the Vendor in response to any enquiry made by a prospective or actual tenderer shall form or be deemed to form part of this Tender Notice or to amplify, alter, negate, waive, or otherwise vary any of the terms or conditions as are set out in this Tender Notice or give rise to any legal obligation on the part of the Vendor.

賣方任何人員或賣方對有意投標或確實投標人的查詢所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。賣方任何人員或賣方對有意投標或確實投標人的查詢所作出的任何口頭或書面陳述及所採取的任何行動，不得作為或被視作為構成本招標公告或闡述、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或引起賣方的任何法律責任。

13. **A person who is not a party to this document shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this document.**  
並非本文件一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本文件任何條款及條件或享有本文件任何條款及條件之利益。
14. **In these terms and conditions unless the context requires otherwise words importing the singular number only shall include the plural number and vice versa, words importing a gender (including the neuter gender) only shall include all other genders (including the neuter gender).**  
本文件條款及條件中，除非文意另有要求，凡指單數的字詞亦指眾數而指眾數的字詞亦指單數，而凡指某一性別（或不屬於男性或女性）的字詞亦指其他性別及不屬於男性或女性者。
15. **The Chinese version of this document is for reference only and in case of conflict between the English version and the Chinese version, the English version shall prevail.**  
本文件之中文譯本謹供參考之用，如與英文本有歧義，將以英文本為準。

**OFFER SECTION**  
**要約部份**

To be completed and signed by the tenderer:  
由投標者填妥及簽署：

- A. I/We hereby specify my/our offer to purchase the following property(ies).  
我/我們特此指明我/我們之要約購買以下物業。

<b>Part I</b>	<b>Tendered Properties</b> (please tick) <b>投標物業</b> (請以易號表示)	<b>Properties for Tender 招標物業</b>
	<input type="checkbox"/>	T1-49A
	<input type="checkbox"/>	T1-49B
	<input type="checkbox"/>	T1-49C
	<input type="checkbox"/>	T2-49A
	<input type="checkbox"/>	T2-48D
	<input type="checkbox"/>	T3-50&51A
	<input type="checkbox"/>	T3-50&51B
	<input type="checkbox"/>	T3-51C
	<input type="checkbox"/>	T3-50E
	<input type="checkbox"/>	T5-51E
	<input type="checkbox"/>	T5-51F
	<input type="checkbox"/>	T5-50&51A
	<input type="checkbox"/>	T5-50&51B
	<input type="checkbox"/>	T5-51C
	<input type="checkbox"/>	T5-50E
	<input type="checkbox"/>	T5-51E
	<input type="checkbox"/>	T5-51F
<b>Part II#</b>	<input type="checkbox"/>	Basement Floor 地庫 Parking Space no. 車位號 CP/M* _____
	<input type="checkbox"/>	Basement Floor 地庫 Parking Space no. 車位號 CP/M* _____

\* Delete as appropriate 請刪去不適用者

# Tenderer may include none, one or two parking spaces as part of the Tendered Properties (please specify).

投標人可將一個或兩個車位包括入投標物業（請注明），亦可不將任何車位包括入投標物業。

- B. I/We hereby submit the following materials to the Vendor, namely :  
我/我們特此向賣方提交以下各項：

**NOTE: Please submit a complete set of materials for each Tendered Property.**  
**注意：請就每一投標物業遞交以下各項整套。**

**Part I 第 I 部分**

	Item(s) 項目	No. of counterpart needed for submission 需遞交份數	Need dated by Tenderer? 需要投標人在 文件填上日期 嗎?	Submitted? 是否已提 交?
1	This document together with Offer Section completed 已填妥之本文件連同要約部份	1	✓	<input type="checkbox"/>
2	Completed Preliminary Agreement for Sale and Purchase of the Property 已填妥之本物業之臨時買賣合約	2	X	<input type="checkbox"/>
3	Completed Vendor's Information Form 已填妥之賣方資料表格	1	✓	<input type="checkbox"/>
4	Completed Acknowledgement Letter Regarding Viewing of Property 已填妥之關於參觀物業的確認信	1	✓	<input type="checkbox"/>
5	Warning to Purchaser 對買方的警告	1	✓	<input type="checkbox"/>
6	Information of the Financing Plan (2nd Mortgage Loan) ( <i>Submit this document only if the Tenderer opts for this benefit</i> ) 財務計劃的資料 (二按按揭貸款) (如投標者選擇此優惠才需要提交此文件)  Note: please refer to Schedule 2 for the particulars of this benefit. 註：上述優惠詳情請參閱附表2。	1	✓	<input type="checkbox"/>
7	Reminder to Prospective Purchasers ( <i>Submit this document only if Item 6 is submitted</i> ) 給準買家的提醒 (如有提交第 6 項時才需要提交此文件)	1	✓	<input type="checkbox"/>
8	Acknowledgement Letter Regarding Noise Mitigation Measures 有關噪音緩解措施之確認函	1	✓	<input type="checkbox"/>
9	Agent Agreement 介紹人確證書	1	X	<input type="checkbox"/>

Note: the forms of this Part are enclosed in this document. No amendment is allowed.

註：本部分項目的格式附夾於本文件，不得修改。



Part II 第 II 部分

	Item(s) 項目	Submitted? 是否已提交?
1	<p>one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of 5% of the purchase price offered            一張或多張由香港持牌銀行發出金額合共等於出價 5% 的港幣銀行本票;</p> <p style="text-align: center;"><b>OR或</b></p> <p>one or more Hong Kong Dollar cashier orders issued by a licensed bank in Hong Kong in the amount of at least HK\$200,000 AND one or more Hong Kong Dollar cheques drawn on a licensed bank in Hong Kong in the amount of 5% of the purchase price offered less the total amount payable under all such cashier orders.            一張或多張由香港持牌銀行發出金額合共至少 HK\$200,000 港幣銀行本票及一張或多張由香港持牌銀行戶口開出金額合共等於出價 5% 減去上述本票總金額之港幣支票。</p> <p><i>(all cashier orders and cheques mentioned above made payable to "Lo and Lo" 所有上述本票和支票抬頭人為「羅文錦律師樓」)</i></p>	<input type="checkbox"/>
2	<p>copy(ies) of identification document(s) of the tenderer (if the tenderer comprises more than one person, each such person)            note: i. <i>If the tenderer concerned is a natural person, HKID and where not applicable, other valid identification document such as passport.</i>                  ii. <i>If the tenderer concerned is a company, certificate of incorporation and certificate of change of name (if any) and business registration certificate.</i>            所有投標人的身份證明文件之副本            註：i. 若投標人為自然人，指香港身份證，如不適用，則指其他有效身份證明文件（如護照）；                  ii. 而若投標人為公司，指公司註冊證書及公司更改名稱註冊證書（如有）及商業登記證</p>	<input type="checkbox"/>
3	<p><i>(Applicable only if the tenderer concerned is a company)</i>            a copy of the board resolutions of the tenderer authorizing the signing of the Offer Section and other documents mentioned above in the manner as they are signed            （只適用於投標人為公司）            投標人的董事決議授權簽署要約部份及上述其他文件和其簽署方式</p>	<input type="checkbox"/>

- C. I/we hereby confirm that I/we agree to and am/are bound by the above terms and conditions, in consideration of the Vendor's payment of HK\$10 to me/us after receiving my/our written demand. 我/我們特此確認我/我們同意上述條款及條件並受上述條款約束（以賣方收到我/我們書面通知後向我/我們支付港幣 10 元為代價）。

D. I/We hereby make the following declaration on related party (please choose one of the following):  
我／我們特此確認作出以下關於有關連人士的聲明（請選擇以下其一）：

- I/We/one or more of us am/is/are a related party(ies)\* of the Vendor.  
我／我們／我們中有一名或多於一名人士乃賣方的有關連人士。
- I am not/We are not/None of us is a related party\* of the Vendor.  
我／我們均並非賣方的有關連人士。

\* A person is a related party to the vendor if the person is (i) a director of that vendor, or a parent, spouse or child of such a director; (ii) a manager of that vendor; (iii) a private company of which such a director, parent, spouse, child or manager is a director or shareholder; (iv) an associate corporation or holding company of that vendor; (v) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or (vi) a manager of such an associate corporation or holding company.

如有以下情況，某人即屬賣方的有關連人士 – 該人是 – (i) 該賣方的董事，或該董事的父母、配偶或子女；(ii) 該賣方的經理；(iii) 上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；(iv) 該賣方的有聯繫法團或控權公司；(v) 上述有聯繫法團或控權公司的董事，或該董事的父母、配偶或子女；或(vi) 上述有聯繫法團或控權公司的經理。

Remarks 備註：

- (i) “holding company of that vendor” means any of the following companies:  
“賣方的控權公司” 指任何下列公司：

Centralcon Properties Company Limited, Angel River Holdings Limited, Ever Reality Limited

中洲置業有限公司、Angel River Holdings Limited、Ever Reality Limited

- (ii) “associate corporation”, in relation to a corporation or specified body, means –  
“有聯繫法團” 就某法團或指明團體而言，指 –

(a) a subsidiary of the corporation or specified body; or  
該法團或指明團體的附屬公司；或

(b) a subsidiary of a holding company of the corporation or specified body;  
該法團或指明團體的控權公司的附屬公司；

- (iii) “manager” has the meaning given by section 2(1) of the Companies Ordinance (Cap 622);

“經理” 具有《公司條例》(第 622 章)第 2(1)條給予該詞的涵義；

- (iv) “private company” has the meaning given by section 11 of the Companies Ordinance (Cap 622); and

“私人公司” 具有《公司條例》(第 622 章)第 11 條給予該詞的涵義；及

- (v) “subsidiary” means a subsidiary within the meaning of the Companies Ordinance (Cap 622).

“附屬公司” 指《公司條例》(第 622 章)所指的附屬公司。

E. Contact Information of the Tenderer(s) 投標人資料

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

*(applicable if the tenderer is a natural person 適用於投標人為自然人)*

Identification documents no. 身份證明文件號碼: \_\_\_\_\_

*Note: please state HKID no. and where not applicable, no. of other valid identification document such as passport (please specify).*

*註: 請填上香港身份證號碼 (如不適用則填上其他有效身份證明文件號碼如護照 (請列明))*

*(applicable if the tenderer is a company 適用於投標人為公司)*

(i) the company number 公司號碼

(i) \_\_\_\_\_

(ii) place of incorporation 公司成立地點

(ii) \_\_\_\_\_

Address 地址:

\_\_\_\_\_  
\_\_\_\_\_

Correspondence address 聯絡地址 *(if different from address above 如與上述地址不同)*:

\_\_\_\_\_  
\_\_\_\_\_

Telephone number 電話號碼:

\_\_\_\_\_

Fax number 傳真號碼:

\_\_\_\_\_

Email address 電郵地址:

\_\_\_\_\_

*(applicable for tenderer (natural person) who is not in Hong Kong OR for tenderer (company) which is not incorporated in Hong Kong (適用於投標人(自然人)並非身處香港或投標人(公司)並非於香港成立)*

i. Contact person in Hong Kong 在港聯絡人:

(i) \_\_\_\_\_

ii. Hong Kong telephone number 香港電話號碼:

(ii) \_\_\_\_\_

F. Particulars of Intermediary 介紹人資料

Name of Intermediary 介紹人姓名: \_\_\_\_\_

EA Licence No. 地產代理牌照號碼: \_\_\_\_\_

Estate Agency 所屬地產代理公司: \_\_\_\_\_

G. Personal Data 個人資料

- I/We hereby acknowledge the contents of Schedule 1 hereto and disclosure of my/our personal data as mentioned in paragraph 1 in that Schedule.  
我/我們茲確認本文件附表1及該附表第 1 段所述使用及披露我/我們的個人資料。
- I/We object to the use and provision of my/our personal data for direct marketing purposes as mentioned in that Schedule. \* (\*Should the tenderer finds such use or provision of the tenderer's personal data not acceptable, please indicate objection by ticking this box before signing this document.)  
我/我們反對使用及提我/我們的個人資料作本文件附表所述的直接促銷用途。\*  
（\*如投標人不同意對投標人的個人資料之該等使用或提供，請在空格加上剔號，然後簽署本文件。）

\_\_\_\_\_  
Tenderer's Signature 投標人簽署

Date 日期：\_\_\_\_\_

## Schedule 1 附表 1

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

#### **Collection of your personal information**

##### **收集閣下的個人資料**

From time to time, Centralcon (Fo Tan) Company Limited and Centralcon Properties Company Limited (collectively "we", "us" or "our") will require your supply of your personal information and particulars which will be collected, stored, used and transmitted by us 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 your necessary information and particulars.

中洲(火炭)有限公司及中洲置業有限公司(統稱「本公司」或「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,我們也須收集、保存、使用及傳送該等資料及詳情。若沒有所需的閣下個人資料及詳情,我們可能無法提供閣下要求的服務及產品。

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

我們亦可能擬訂及編制有關閣下的資料。閣下提供的或我們不時擬訂及編制有關閣下的個人資料及詳情在此統稱為「閣下資料」。

This Statement sets out our policy in handling Your Information, 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 (the "Ordinance").

本聲明說明我們處理閣下資料的政策、列出閣下資料可能被使用的用途、閣下就我們使用閣下資料所同意的事項及閣下根據《個人資料(私隱)條例》(486章) («條例»)的權利。

#### **Purposes for which Your Information may be used**

##### **閣下資料可能被使用的用途**

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) 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);
- (iii) 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;
- (iv) 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;
- (v) facilitating property management and security;  
促進物業管理及保安;

- (vi) conducting surveys (which is wholly on voluntary basis) on the quality of services, properties, property developments or products provided by us or any other members, subsidiaries and associated companies of Centralcon Properties Company Limited (the "Group") or joint venture company(ies) set up by member(s) of the Group and joint venture partners (the "JV Companies");  
就中洲置業有限公司的任何成員及附屬和關連公司（「集團」）及/或由集團成員及合資夥伴成立的合資公司（「合資公司」）提供的服務、物業、物業發展項目或產品的質量進行調查（全屬自願性質參與）；
- (vii) 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、產品及其他事務（詳情請參閱以下「在直接促銷中使用閣下資料」部分）；
- (viii) 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）；
- (ix) communicating with and contacting you;  
與閣下溝通和聯絡；
- (x) investigating and handling complaints;  
調查及處理投訴；
- (xi) preventing or detecting illegal or suspicious activities; and  
預防或偵測非法或可疑活動；及
- (xii) 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。

### **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 disclosure or 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.

為促進上述用途，我們可能於香港境內或境外披露或轉移閣下資料予下列各方，但任何披露或轉移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」部分所限制。

- (i) any member of the Group and the JV Companies;  
集團任何成員及合資公司；
- (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, information technology, 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、資訊科技、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 any 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. In connection with direct marketing, we intend:

(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。

- (a) to use your name, contact details, services and products portfolio information, financial background and demographic data collected, generated, compiled or held by us from time to time;  
使用我們不時收集、擬訂、編制或持有的閣下的姓名、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 member(s) of the Group or JV Companies;  
集團成員或合資公司提供的物業或物業發展項目；
  - (2) services, products and facilities offered by us, other members of the Group or JV Companies (including real estate agency services, credit facilities and financial services);  
我們、集團其他成員或合資公司提供的服務及產品（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 us, other members of the Group or JV Companies; and  
我們、集團其他成員或合資公司提供的優惠、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 members of the Group or JV Companies for their use in direct marketing the classes of 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集團其他成員或合資公司，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 (✓) the appropriate box(es) in Paragraph G of Offer Section to the Tender Notice to exercise your opt-out right. You may also write to us at the address set out in "Access to and correction of Your Information" section below to opt out from direct marketing at any time.  
如閣下不欲我們在上述直接促銷中使用閣下資料或向其他人士提供閣下資料以供其在直接促銷中使用，煩請在要約部份G段適當的方格內加上剔號（“✓”），以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 by a prescribed form in writing to our Data Protection Officer at 14/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong.

閣下有權根據條例中的條款要求查閱及更正閣下資料。如有任何查閱或更正資料的要求，可以指定的書面形式向我們的資料保障主任提出，其地址為香港告士打道 108 號光大中心 14 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。



## Schedule 2 附表 2

### 2nd Mortgage Loan ("Second Mortgage Loan") 二按按揭貸款(「第二按揭貸款」)

- (a) 買方必須於正式合約內訂明的付清樓價餘額之日前最少 60 日以書面向指定機構申請本第二按揭貸款。  
The Purchaser shall make a written application to the designated company for this Second Mortgage Loan in not less than 60 days before the date of settlement of the balance of the purchase price stipulated in the ASP.
- (b) 第二按揭貸款金額最高為樓價的 30%，但第一銀行按揭貸款及第二按揭貸款總金額不得超過樓價的 80%。第二按揭貸款年期最長為 25 年或第一銀行按揭貸款之年期，以較短者為準。買方於第二按揭貸款年期首三年買方可享免息免供，其後買方則須照常按月分期償還連本帶息第二按揭貸款。第二按揭貸款年期第四年及其後之按揭利率為指定機構不時報價之最優惠利率 (P) 加 1% (即 P+1%) (現時 P=5.875%) 計算，最優惠利率 (P) 為浮動利率。最優惠利率以指定機構決定。  
The maximum Second Mortgage Loan is 30% of the purchase price, but the total amount of first bank mortgage loan plus the Second Mortgage Loan shall not exceed 80% of purchase price. The maximum tenure of the Second Mortgage Loan shall be 25 years or the tenure of first bank mortgage loan, whichever is shorter. The Purchaser is not required to repay principal and interest for the first three years of the term of the Second Mortgage Loan. The Purchaser shall repay the principal amount and interest as usual for the rest of the term of the Second Mortgage Loan by monthly instalments. Interest rate of the Second Mortgage Loan for the fourth year and thereafter shall be at the prime rate (P) quoted by the designated company from time to time plus 1% (i.e. P+1%) per annum (currently P=5.875%); the prime rate (P) will be quoted by the designated company from time to time, subject to fluctuation. The prime rate is subject to the determination of the designated company.
- (c) 買方須先獲取第一銀行按揭的銀行同意辦理住宅物業之第二按揭，並能出示足夠文件證明第一銀行按揭貸款加第二按揭貸款及買方及其擔保人(如有)之其他貸款之每月總還款額對買方及其擔保人(如有)之每月總入息之比率不超過香港金融管理局最新公佈之「供款與入息比率」。  
The Purchaser shall obtain the prior consent of the first mortgagee bank for processing the Second Mortgage Loan for the residential property and shall provide satisfactory documents to prove that the ratio of the total amount of monthly repayment of the first bank mortgage loan, the Second Mortgage Loan and any other loan(s) of the Purchaser and his/her guarantor (if any) to the total monthly income of the Purchaser and his/her guarantor (if any) does not exceed the latest Debt Servicing Ratio as announced by the Hong Kong Monetary Authority.
- (d) 指定機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的第二按揭貸款金額及/或利率作出調整。  
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated company will adjust the loan amount and/or the interest rate as set out in the Second Mortgage Loan plan.
- (e) 第一銀行按揭的銀行，須為指定機構指定及轉介之銀行。  
Mortgagee of the first bank mortgage shall be a bank specified and referred by the designated company.
- (f) 該住宅物業只可供買方自住。  
The residential property shall only be self-occupied by the Purchaser.
- (g) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定機構要求下提供買方及其擔保人(如有)的信貸報告、收入證明、銀行紀錄及借貸紀錄(包括其他貸款(如有))。指定機構會對買方及其擔保人(如有)進行信貸審查。  
The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, income proof, banking records and borrowing records (including other loans (if any)) upon

request by the designated company. The designated company will conduct credit check on the Purchaser and his/her guarantor (if any).

- (h) 第二按揭貸款須由指定機構獨立審批和決定。  
The Second Mortgage Loan shall be approved and determined by the designated company independently.
- (i) 所有第二按揭貸款之法律文件必須由賣方或指定機構指定之律師行辦理，並由買方負責支付一切有關律師費用及雜項費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關處理第二按揭貸款的律師費用及雜費。  
All legal documents of the Second Mortgage Loan shall be handled by solicitors designated by the Vendor or the designated company and all the legal costs and disbursements relating thereto shall be borne by the Purchaser solely. The Purchaser may choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (j) 買方敬請向指定機構查詢有關第二按揭貸款詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的全數樓價。  
The Purchaser is advised to enquire with the designated company about the details of the Second Mortgage Loan. The approval or disapproval and the loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full purchase price of the residential property in accordance with the ASP.
- (k) 第二按揭貸款受指定機構決定的其他條款及細則約束。  
The Second Mortgage Loan is subject to other terms and conditions as shall be determined by the designated company.
- (l) 賣方沒有給予或不能被視之為已給予任何就第二按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方提出任何申索。  
No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan. The Vendor is not, and will not, be involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (m) 第二按揭貸款純為指定機構與買方之交易。買方與第二承接人之任何纏繞，一概與賣方及中洲置業有限公司無關。以上關於第二按揭貸款的資料不構成亦不能被視為賣方或任何其他人士就第二按揭貸款作出的陳述、保證、承諾、要約或買賣合約之條款。賣方及中洲置業有限公司在任何情況下均無需就第二按揭貸款向買方承擔任何責任。  
The Second Mortgage Loan is a transaction between the designated company and the Purchaser. The Vendor and Centralcon Properties Company Limited shall not be involved in any dispute between the purchaser and the designated company. The above information of the Second Mortgage Loan shall not be regarded as any representation, guarantee, warranty offer or terms of the agreement for sale and purchase made by the Vendor or any other parties. Under no circumstance shall the Vendor and Centralcon Properties Company Limited be liable to the Purchasers in respect of the Second Mortgage Loan.
- (n) (i) 如買方沒有申請或使用第二按揭貸款，在買方按正式合約完成買賣交易的情況下，賣方可就每個住宅物業的樓價提供 1%的折扣優惠，但買方須簽署由賣方指定的補充合約以記錄該折扣優惠，賣方就該補充合約而引起的法律費用及買方的法律費用均由買方支付。  
If the Purchaser has applied for but has not utilized the "Second Mortgage Loan", subject to the completion of the sale and purchase in accordance with the ASP, a discount of 1% of the purchase price for each residential property ("1% of the purchase price discount") would be offered to the Purchaser who shall sign a supplemental agreement with the Vendor in the Vendor's prescribed form to record

such discount and the Purchaser shall bear all legal costs of the Vendor and his own legal costs of and incidental to the supplemental agreement.

- (ii) 買方可於完成住宅物業之買賣成交日前最少 30 日，以書面向賣方申請上述樓價 1%折扣優惠，賣方會於收到申請並證實有關資料無誤後，買方可於支付樓價餘額時少付 1%樓價。上述之優惠受其他條款及條件限制。  
The Purchaser may apply to the Vendor in writing for the 1% of the purchase price discount as aforesaid at least 30 days before the date of completion of sale and purchase of the residential property. After the Vendor has received the application and duly verified the information to be correct, the purchaser will be entitled to 1% discount as aforesaid upon payment of the balance of purchase price. The abovementioned discount is subject to other terms and conditions.
- (o) 買方須就申請第二按揭貸款支付港幣\$5,000 不可退還的申請手續費。  
The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
- (p) 第二按揭貸款只適用於個人買方申請。  
Only individual Purchaser(s) are qualified to apply for the Second Mortgage Loan.

賣方 Vendor : 中洲(火炭)有限公司 Centralcon (Fo Tan) Company Limited  
賣方律師 Vendor's solicitors : 姚黎李律師行 電話號碼 Tel. No. : (852) 2810 8082  
Lu, Lai & Li Solicitors & Notaries  
香港金鐘夏愨道十八號海富中心一座二十二樓 2201 室、2201A 室及 2202 室  
Rooms 2201, 2201A & 2202, 22nd Floor, Tower I,  
Admiralty Centre, No.18 Harcourt Road,  
Hong Kong

買方 Purchaser 買方姓名 Purchaser's Name(s) 買方身份証號碼/護照號碼/商業登記證號碼  
HKID No./ Passport No./ B.R.No.  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
董事姓名及身份証號碼 (只適用於買方為有限公司)  
Directors' names and HKID Nos. (for corporate purchasers only)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_

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

賣方及買方於此同意根據以下條款及條件出售及購買下述之物業("本物業")。

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below ("the Property") on the following terms and conditions set out hereto.

發展項目名稱及地址 Name and Address of the Development

**星凱·堤岸 The Arles**

坳背灣街 1 號 1 Au Pui Wan Street

The Property 本物業	Tower <input type="text" value="1"/> 座	Floor <input type="text"/> 樓	Flat <input type="text"/> 單位 (the "Unit" 「該單位」)
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P1" 「車位 1」)		
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P2" 「車位 2」)		

售價及付款方式

Purchase Price and Payment Terms

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

臨時訂金為數 港幣 \_\_\_\_\_ 元 即售價的 5% 的臨時訂金，須於簽署本臨時合約時支付。  
Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the purchase price (the "Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.

加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.

(Note: The first 5% of the Purchase Price to be paid after the preliminary deposit shall be stated as Further Deposit. Any remaining part of the Purchase Price shall be stated as Part Payment or Balance of Purchase Price. 註：臨時訂金後須付的樓價的首 5%須填寫為加付訂金。樓價其餘任何部分須填寫為部分售價或售價餘額。)

部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$	_____		shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$	_____		shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$	_____		shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$	_____		shall be paid within _____ days after signing of the Preliminary Agreement.
售價餘額	港幣	_____	元	須於簽署本臨時合約後第 _____ 天(「成交日期」)或之前支付。
Balance of purchase price	HK\$	_____		shall be paid on or before the _____ day ("Completion Date") after signing of the Preliminary Agreement.

#### Other Terms and Conditions 其他條款及條件

1. 在本臨時合約中 —

In this Preliminary Agreement —

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及  
the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 9(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

3. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 —

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —

- (a) 由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及  
by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed);  
and [Note 註: to be filled in by vendor 由賣方填寫]
- (b) 由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
[Note 註: to be filled in by vendor 由賣方填寫]

4. 於本臨時合約的簽署日期之後的五個工作日內，買方須攜帶本臨時合約到買方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)：  
(i)簽署賣方代表律師所訂定之標準正式合約；及(ii)交付由買方簽署妥當的正式合約及在簽署正式合約之同時須交付本臨時合約上列明應付之款項予賣方代表律師。

Within 5 working days after the date hereof (in this respect time shall be of the essence), the Purchaser shall attend the offices of the Purchaser's Solicitors together with this Preliminary Agreement to (i) sign the Agreement in the standard form prepared by the Vendor's Solicitors; and (ii) deliver the Agreement duly signed by the Purchaser and payment of the sum above-mentioned as being due on signing of the Agreement to the Vendor's Solicitors.

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

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

Purchaser.

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)·由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
- (b) 買方支付的臨時訂金·即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) 賣方不得就買方沒有簽立正式合約·而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
8. 買方必須簽署由賣方律師擬備的本物業的正式合約·買方不得更改正式合約內容。  
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor's Solicitors which shall not be altered by the Purchaser.
9. 本物業的量度尺寸如下 –  
The measurements of the Property are as follows –

i) 該單位 the Unit

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

(b) 其他量度尺寸為 –

other measurement are –

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

ii) P1 車位 1 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

iii) P2 車位 2 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

10. 本物業買賣所包括的裝置、裝修物料及設備列於附件一。

The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Appendix 1 attached hereto.

11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。  
Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

12. 買方已確認收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 13 and fully understands its contents.

13. 就第 12 條而言，“對買方的警告”內容如下 –

For the purposes of clause 12, the following is the “Warning to Purchasers” –

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

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

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

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

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

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

14. (a) 買方須另聘律師代表其買入本物業，買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。

The Purchaser shall instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

(b) 公契及管理協議之法律費用、一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他支付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。

The cost of Deed of Mutual Covenant and Management Agreement, 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.

(c) (i) 在無損害上文第 5 及 6 條的情況下，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)下可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

Without prejudice to clauses 5 and 6 above, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under Stamp Duty Ordinance (Chapter 117) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and

(ii) paid by the Purchaser.

若買方不能全數準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，買方須就此向賣方作出十足的彌償。本子條款(ii)於本物業買賣成交後仍然有效。

The Purchaser 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 the Purchaser. This sub-clause (ii) shall survive completion of the sale and purchase of the Property.

15. 除正式合約另有規定外，在買賣交易時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

16. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而其後本臨時合約及(如適用)正式合約被取消或終止，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。

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 and (if applicable) the Agreement is/are terminated or cancelled subsequently, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

17. 本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按售價及該等條款購買本物業。除臨時訂金外，加付訂金及所有部分樓價及售價餘額必須以賣方代表律師行為抬頭人的銀行本票繳付。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 或之前繳付。

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, the Further Deposit, all part payment(s) and balance of purchase price shall be made by cashier orders drawn in favor 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.

18. 買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。

The Purchaser purchases the Property with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

19. 買方通訊地址或電話如有更改，買方須立即以書面通知賣方。

The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

20. 該單位乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。車位 1 及車位 2 (如有) 中的每一個乃屬印花稅條例第 29A(1)條所註釋之非住宅用途物業。

The Unit is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. Each of P1 and P2 (if any) is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

21. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如對本臨時合約的解釋有任何差異、出入或爭議，概以英文版本為準。The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute in the interpretation of this Preliminary Agreement, the English version shall prevail.

22. 本臨時合約所列之時間乃本臨時合約之重要部份。

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

23. (a) 賣方和買方無意賦予任何其他人士有權按《合約(第三者權利)條例》(第 623 章)(「該 623 章」) 強制執行本臨時合約下的任何條款，並且同意把本臨時合約排除於該 623 章的適用範圍，惟受以下第(b) 款及(c) 款的規定限制。

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

- (b) 本條例第(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 623 章的適用範圍之外。

Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of Cap.623 to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

- (c) 若本臨時合約任何條款因上述第(b) 款的規定沒有從該 623 章的適用範圍內排除，而第三者(在該 623 章的定義) 可依據該 623 章強制執行任何該等條款時：

If any term of this Preliminary Agreement is not excluded from the application of Cap.623 by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in Cap.623) pursuant to Cap.623:-

- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若此撤銷權存在)，而該 623 章第 6(1) 條將不適用於本臨時合約；及

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 Cap.623 shall not apply to this Preliminary Agreement; and

- (ii) 賣方和買方依據該 623 章第 6(4)(b) 條特此通知該第三者有關上述第(c)(i)款的規定。

notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of Cap.623, to such third party of the provisions contained in sub-clause(c)(i)above.



買方簽署  
Purchaser 's signature(s)

賣方代表簽署  
Signed for and on behalf of the Vendor

---

買方同意根據上述條款及條件購買本物業，  
所有條款及條件均為本臨時合約之一部份。  
The Purchaser(s) hereby agrees to purchase the  
Property subject to the above terms and  
conditions and all these terms and conditions  
shall form part of this Preliminary Agreement

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獲授權簽署  
Authorized signature(s)

收據	銀行	本票/支票號碼	總計
Receipt	Bank	Casher Order/ Cheque No.	Amount

經手收款人  
Authorized Signature

茲收到上述所列之臨時訂金(經已收受此據):  
Received the above stated Preliminary Deposit of:

---

HK\$

日期:  
Date:



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

編號 Serial No.:  
日期 Date:  
[Note 註: to be filled in by  
vendor 由賣方填寫]

賣方 Vendor : 中洲(火炭)有限公司 Centralcon (Fo Tan) Company Limited  
賣方律師 Vendor's solicitors : 中倫律師事務所有限法律責任合夥 電話號碼 Tel. No. : (852) 2525 4488  
Zhong Lun Law Firm LLP  
香港中環康樂廣場一號怡和大廈四樓  
4/F Jardine House, 1 Connaught Place, Central, Hong Kong

買方 Purchaser  
買方姓名 Purchaser's Name(s)  
買方身份証號碼/護照號碼/商業登記證號碼  
HKID No./ Passport No./ B.R.No.  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
董事姓名及身份証號碼 (只適用於買方為有限公司)  
Directors' names and HKID Nos. (for corporate purchasers only)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
Tel. No 電話號碼  
買方通訊 / 註冊地址  
Purchaser's Correspondence/  
Registered Address

賣方及買方於此同意根據以下條款及條件出售及購買下述之物業("本物業")。

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below ("the Property") on the following terms and conditions set out hereto.

發展項目名稱及地址 Name and Address of the Development

星凱·堤岸 The Arles

坳背灣街 1 號 1 Au Pui Wan Street

The Property 本物業	Tower <input type="text" value="2"/> 座	Floor <input type="text" value=""/> 樓	Flat <input type="text" value=""/> 單位 (the "Unit" 「該單位」)
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P1" 「車位 1」)		
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P2" 「車位 2」)		

售價及付款方式

Purchase Price and Payment Terms

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

臨時訂金為數 港幣 \_\_\_\_\_ 元 即售價的 5% 的臨時訂金，須於簽署本臨時合約時支付。  
Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the purchase price (the "Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.

加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.

(Note: The first 5% of the Purchase Price to be paid after the preliminary deposit shall be stated as Further Deposit. Any remaining part of the Purchase Price shall be stated as Part Payment or Balance of Purchase Price. 註：臨時訂金後須付的樓價的首 5%須填寫為加付訂金。樓價其餘任何部分須填寫為部分售價或售價餘額。)

部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
售價餘額	港幣	_____	元	須於簽署本臨時合約後第 _____ 天 (「成交日期」) 或之前支付。
Balance of purchase price	HK\$	_____		shall be paid on or before the _____ day ("Completion Date") after signing of the Preliminary Agreement.

### Other Terms and Conditions 其他條款及條件

#### 1. 在本臨時合約中 —

##### In this Preliminary Agreement —

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及  
the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 9(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

#### 2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

#### 3. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 —

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —

- (a) 由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及  
by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed);  
and [Note 註: to be filled in by vendor 由賣方填寫]
- (b) 由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
[Note 註: to be filled in by vendor 由賣方填寫]

#### 4. 於本臨時合約的簽署日期之後的五個工作日內，買方須攜帶本臨時合約到買方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)： (i)簽署賣方代表律師所訂定之標準正式合約；及(ii)交付由買方簽署妥當的正式合約及在簽署正式合約之同時須交付本臨時合約上列明應付之款項予賣方代表律師。

Within 5 working days after the date hereof (in this respect time shall be of the essence), the Purchaser shall attend the offices of the Purchaser's Solicitors together with this Preliminary Agreement to (i) sign the Agreement in the standard form prepared by the Vendor's Solicitors; and (ii) deliver the Agreement duly signed by the Purchaser and payment of the sum above-mentioned as being due on signing of the Agreement to the Vendor's Solicitors.

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

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

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)·由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
- (b) 買方支付的臨時訂金·即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) 賣方不得就買方沒有簽立正式合約·而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
8. 買方必須簽署由賣方律師擬備的本物業的正式合約·買方不得更改正式合約內容。  
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor's Solicitors which shall not be altered by the Purchaser.
9. 本物業的量度尺寸如下 –  
The measurements of the Property are as follows –

i) 該單位 the Unit

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

(b) 其他量度尺寸為 –

- other measurement are –
- \* [空調機房的面積為  
\* [the area of the air-conditioning plant room is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [窗台的面積為  
\* [the area of the bay window is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [閣樓的面積為  
\* [the area of the cockloft is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [平台的面積為  
\* [the area of the flat roof is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [花園的面積為  
\* [the area of the garden is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [停車位的面積為  
\* [the area of the parking space is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [天台的面積為  
\* [the area of the roof is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [梯屋的面積為  
\* [the area of the stairhood is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [前庭的面積為  
\* [the area of the terrace is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [庭園的面積為  
\* [the area of the yard is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;

ii) P1 車位 1 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

iii) P2 車位 2 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

10. 本物業買賣所包括的裝置、裝修物料及設備列於附件一。

The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Appendix 1 attached hereto.

11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

12. 買方已確認收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 13 and fully understands its contents.

13. 就第 12 條而言，“對買方的警告”內容如下 –

For the purposes of clause 12, the following is the “Warning to Purchasers” –

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

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

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

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

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

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

14. (a) 買方須另聘律師代表其買入本物業，買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。

The Purchaser shall instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

(b) 公契及管理協議之法律費用、一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他支付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。

The cost of Deed of Mutual Covenant and Management Agreement, 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.

(c) (i) 在無損害上文第 5 及 6 條的情況下，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)下可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

Without prejudice to clauses 5 and 6 above, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under Stamp Duty Ordinance (Chapter 117) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and

(ii) paid by the Purchaser.

若買方不能全數準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，買方須就此向賣方作出十足的彌償。本子條款(ii)於本物業買賣成交後仍然有效。

The Purchaser 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 the Purchaser. This sub-clause (ii) shall survive completion of the sale and purchase of the Property.

15. 除正式合約另有規定外，在買賣交易時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

16. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而其後本臨時合約及(如適用)正式合約被取消或終止，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。

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 and (if applicable) the Agreement is/are terminated or cancelled subsequently, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

17. 本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按售價及該等條款購買本物業。除臨時訂金外，加付訂金及所有部分樓價及售價餘額必須以賣方代表律師行為抬頭人的銀行本票繳付。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 或之前繳付。

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, the Further Deposit, all part payment(s) and balance of purchase price shall be made by cashier orders drawn in favor 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.

18. 買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。

The Purchaser purchases the Property with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

19. 買方通訊地址或電話如有更改，買方須立即以書面通知賣方。

The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

20. 該單位乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。車位 1 及車位 2 (如有) 中的每一個乃屬印花稅條例第 29A(1)條所註釋之非住宅用途物業。

The Unit is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. Each of P1 and P2 (if any) is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

21. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如對本臨時合約的解釋有任何差異、出入或爭議，概以英文版本為準。

The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute in the interpretation of this Preliminary Agreement, the English version shall prevail.

22. 本臨時合約所列之時間乃本臨時合約之重要部份。

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

23. (a) 賣方和買方無意賦予任何其他人士有權按《合約(第三者權利) 條例》(第 623 章)(「該 623 章」) 強制執行本臨時合約下的任何條款，並且同意把本臨時合約排除於該 623 章的適用範圍，惟受以下第(b) 款及(c) 款的規定限制。

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

- (b) 本條例第(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 623 章的適用範圍之外。

Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of Cap.623 to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

- (c) 若本臨時合約任何條款因上述第(b) 款的規定沒有從該 623 章的適用範圍內排除，而第三者(在該 623 章的定義) 可依據該 623 章強制執行任何該等條款時：

If any term of this Preliminary Agreement is not excluded from the application of Cap.623 by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in Cap.623) pursuant to Cap.623:-

- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若此撤銷權存在)，而該 623 章第 6(1) 條將不適用於本臨時合約；及

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 Cap.623 shall not apply to this Preliminary Agreement; and

- (ii) 賣方和買方依據該 623 章第 6(4)(b) 條特此通知該第三者有關上述第(c)(i)款的規定。

notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of Cap.623, to such third party of the provisions contained in sub-clause(c)(i)above.

買方簽署  
Purchaser 's signature(s)

賣方代表簽署  
Signed for and on behalf of the Vendor

---

買方同意根據上述條款及條件購買本物業，  
所有條款及條件均為本臨時合約之一部份。  
The Purchaser(s) hereby agrees to purchase the  
Property subject to the above terms and  
conditions and all these terms and conditions  
shall form part of this Preliminary Agreement

---

獲授權簽署  
Authorized signature(s)

收據 銀行  
Receipt Bank

本票/支票號碼  
Casher Order/ Cheque No.

總計  
Amount

經手收款人  
Authorized Signature

茲收到上述所列之臨時訂金(經已收妥此據):  
Received the above stated Preliminary Deposit of:

---

HK\$

日期:  
Date:



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

編號 Serial No.:  
日期 Date:  
[Note 註: to be filled in by  
vendor 由賣方填寫]

賣方 Vendor : 中洲(火炭)有限公司 Centralcon (Fo Tan) Company Limited  
賣方律師 Vendor's solicitors : 羅文錦律師樓 電話號碼 Tel. No. : (852) 2523 8181  
Messrs. Lo and Lo  
香港中環德輔道中 19 號環球大廈 7 字樓  
7th Floor, World-wide House, 19 Dex Voeux Road Central, Hong Kong

買方 Purchaser  
買方姓名 Purchaser's Name(s)  
買方身份証號碼/護照號碼/商業登記證號碼  
HKID No./ Passport No./ B.R.No.  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
董事姓名及身份証號碼 (只適用於買方為有限公司)  
Directors' names and HKID Nos. (for corporate purchasers only)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
Tel. No 電話號碼  
買方通訊 / 註冊地址  
Purchaser's Correspondence/  
Registered Address

賣方及買方於此同意根據以下條款及條件出售及購買下述之物業("本物業")。

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below ("the Property") on the following terms and conditions set out hereto.

發展項目名稱及地址 Name and Address of the Development

星凱·堤岸 The Arles

坳背灣街 1 號 1 Au Pui Wan Street

The Property 本物業	Tower <input type="text" value="3"/> 座	Floor <input type="text"/> 樓	Flat <input type="text"/> 單位 (the "Unit" 「該單位」)
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P1" 「車位 1」)		
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P2" 「車位 2」)		

售價及付款方式

Purchase Price and Payment Terms

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

臨時訂金為數 港幣 \_\_\_\_\_ 元 即售價的 5% 的臨時訂金，須於簽署本臨時合約時支付。  
Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the purchase price (the "Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.

加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.



(Note: The first 5% of the Purchase Price to be paid after the preliminary deposit shall be stated as Further Deposit. Any remaining part of the Purchase Price shall be stated as Part Payment or Balance of Purchase Price. 註：臨時訂金後須付的樓價的首 5%須填寫為加付訂金。樓價其餘任何部分須填寫為部分售價或售價餘額。)

部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
售價餘額	港幣	_____	元	須於簽署本臨時合約後第 _____ 天 (「成交日期」) 或之前支付。
Balance of purchase price	HK\$	_____		shall be paid on or before the _____ day ("Completion Date") after signing of the Preliminary Agreement.

### Other Terms and Conditions 其他條款及條件

#### 1. 在本臨時合約中 —

##### In this Preliminary Agreement —

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及  
the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 9(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

#### 2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

#### 3. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 —

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —

- (a) 由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及  
by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed);  
and [Note 註: to be filled in by vendor 由賣方填寫]
- (b) 由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
[Note 註: to be filled in by vendor 由賣方填寫]

#### 4. 於本臨時合約的簽署日期之後的五個工作日內，買方須攜帶本臨時合約到買方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)： (i)簽署賣方代表律師所訂定之標準正式合約；及(ii)交付由買方簽署妥當的正式合約及在簽署正式合約之同時須交付本臨時合約上列明應付之款項予賣方代表律師。

Within 5 working days after the date hereof (in this respect time shall be of the essence), the Purchaser shall attend the offices of the Purchaser's Solicitors together with this Preliminary Agreement to (i) sign the Agreement in the standard form prepared by the Vendor's Solicitors; and (ii) deliver the Agreement duly signed by the Purchaser and payment of the sum above-mentioned as being due on signing of the Agreement to the Vendor's Solicitors.

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

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

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)·由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
- (b) 買方支付的臨時訂金·即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) 賣方不得就買方沒有簽立正式合約·而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
8. 買方必須簽署由賣方律師擬備的本物業的正式合約·買方不得更改正式合約內容。  
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor's Solicitors which shall not be altered by the Purchaser.
9. 本物業的量度尺寸如下 –  
The measurements of the Property are as follows –

i) 該單位 the Unit

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

(b) 其他量度尺寸為 –

- other measurement are –
- \*[空調機房的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the air-conditioning plant room is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[窗台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the bay window is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[閣樓的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the cockloft is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[平台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the flat roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[花園的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the garden is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[停車位的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the parking space is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[天台的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the roof is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[梯屋的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the stairhood is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[前庭的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the terrace is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];
- \*[庭園的面積為 \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎]；  
\*[the area of the yard is \_\_\_\_\_ square metres/ \_\_\_\_\_ square feet];

ii) P1 車位 1 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

iii) P2 車位 2 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

10. 本物業買賣所包括的裝置、裝修物料及設備列於附件一。

The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Appendix 1 attached hereto.

11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

12. 買方已確認收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 13 and fully understands its contents.

13. 就第 12 條而言，“對買方的警告”內容如下 –

For the purposes of clause 12, the following is the “Warning to Purchasers” –

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

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

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

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

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

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

14. (a) 買方須另聘律師代表其買入本物業，買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。

The Purchaser shall instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

(b) 公契及管理協議之法律費用、一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他支付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。

The cost of Deed of Mutual Covenant and Management Agreement, 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.

(c) (i) 在無損害上文第 5 及 6 條的情況下，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)下可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

Without prejudice to clauses 5 and 6 above, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under Stamp Duty Ordinance (Chapter 117) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and

(ii) paid by the Purchaser.

若買方不能全數準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，買方須就此向賣方作出十足的彌償。本子條款(ii)於本物業買賣成交後仍然有效。

The Purchaser 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 the Purchaser. This sub-clause (ii) shall survive completion of the sale and purchase of the Property.

15. 除正式合約另有規定外，在買賣交易時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

16. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而其後本臨時合約及(如適用)正式合約被取消或終止，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。

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 and (if applicable) the Agreement is/are terminated or cancelled subsequently, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

17. 本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按售價及該等條款購買本物業。除臨時訂金外，加付訂金及所有部分樓價及售價餘額必須以賣方代表律師行為抬頭人的銀行本票繳付。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 或之前繳付。

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, the Further Deposit, all part payment(s) and balance of purchase price shall be made by cashier orders drawn in favor 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.

18. 買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。

The Purchaser purchases the Property with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

19. 買方通訊地址或電話如有更改，買方須立即以書面通知賣方。

The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

20. 該單位乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。車位 1 及車位 2 (如有) 中的每一個乃屬印花稅條例第 29A(1)條所註釋之非住宅用途物業。

The Unit is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. Each of P1 and P2 (if any) is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

21. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如對本臨時合約的解釋有任何差異、出入或爭議，概以英文版本為準。

The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute in the interpretation of this Preliminary Agreement, the English version shall prevail.

22. 本臨時合約所列之時間乃本臨時合約之重要部份。

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

23. (a) 賣方和買方無意賦予任何其他人士有權按《合約(第三者權利) 條例》(第 623 章)(「該 623 章」) 強制執行本臨時合約下的任何條款，並且同意把本臨時合約排除於該 623 章的適用範圍，惟受以下第(b) 款及(c) 款的規定限制。

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

- (b) 本條例第(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 623 章的適用範圍之外。

Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of Cap.623 to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

- (c) 若本臨時合約任何條款因上述第(b) 款的規定沒有從該 623 章的適用範圍內排除，而第三者(在該 623 章的定義) 可依據該 623 章強制執行任何該等條款時：

If any term of this Preliminary Agreement is not excluded from the application of Cap.623 by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in Cap.623) pursuant to Cap.623:-

- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若此撤銷權存在)，而該 623 章第 6(1) 條將不適用於本臨時合約；及

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 Cap.623 shall not apply to this Preliminary Agreement; and

- (ii) 賣方和買方依據該 623 章第 6(4)(b) 條特此通知該第三者有關上述第(c)(i)款的規定。

notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of Cap.623, to such third party of the provisions contained in sub-clause(c)(i)above.

買方簽署  
Purchaser 's signature(s)

賣方代表簽署  
Signed for and on behalf of the Vendor

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買方同意根據上述條款及條件購買本物業，  
所有條款及條件均為本臨時合約之一部份。  
The Purchaser(s) hereby agrees to purchase the  
Property subject to the above terms and  
conditions and all these terms and conditions  
shall form part of this Preliminary Agreement

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獲授權簽署  
Authorized signature(s)

收據	銀行	本票/支票號碼	總計	經手收款人
Receipt	Bank	Casher Order/ Cheque No.	Amount	Authorized Signature

茲收到上述所列之臨時訂金(經已收妥此據):  
Received the above stated Preliminary Deposit of:

---

HK\$	日期:
	Date:



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

編號 Serial No.:  
日期 Date:  
[Note 註: to be filled in by  
vendor 由賣方填寫]

賣方 Vendor : 中洲(火炭)有限公司 Centralcon (Fo Tan) Company Limited  
賣方律師 Vendor's solicitors : 羅文錦律師樓 電話號碼 Tel. No. : (852) 2523 8181  
Messrs. Lo and Lo  
香港中環德輔道中 19 號環球大廈 7 字樓  
7th Floor, World-wide House, 19 Dex Voeux Road Central, Hong Kong

買方 Purchaser  
買方姓名 Purchaser's Name(s)  
買方身份証號碼/護照號碼/商業登記證號碼  
HKID No./ Passport No./ B.R.No.  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
董事姓名及身份証號碼 (只適用於買方為有限公司)  
Directors' names and HKID Nos. (for corporate purchasers only)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
Tel. No 電話號碼  
買方通訊 / 註冊地址  
Purchaser's Correspondence/  
Registered Address

賣方及買方於此同意根據以下條款及條件出售及購買下述之物業("本物業")。

The Vendor agrees to sell and the Purchaser agrees to purchase the property mentioned below ("the Property") on the following terms and conditions set out hereto.

發展項目名稱及地址 Name and Address of the Development

星凱·堤岸 The Arles

坳背灣街 1 號 1 Au Pui Wan Street

The Property 本物業	Tower <input type="text" value="5"/> 座	Floor <input type="text"/> 樓	Flat <input type="text"/> 單位 (the "Unit" 「該單位」)
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P1" 「車位 1」)		
	Parking Space no. 車位號: _____ on Basement Floor 在地庫 (the "P2" 「車位 2」)		

售價及付款方式

Purchase Price and Payment Terms

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

臨時訂金為數 港幣 \_\_\_\_\_ 元 即售價的 5% 的臨時訂金，須於簽署本臨時合約時支付。  
Preliminary deposit in the sum of HK\$ \_\_\_\_\_, which is equal to 5% of the purchase price (the "Preliminary Deposit") shall be paid upon signing of this Preliminary Agreement.

加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.
加付訂金	港幣	_____ 元	須於簽署本臨時合約後 _____ 天內支付。
Further Deposit	HK\$	_____	shall be paid within _____ days after signing of the Preliminary Agreement.

(Note: The first 5% of the Purchase Price to be paid after the preliminary deposit shall be stated as Further Deposit. Any remaining part of the Purchase Price shall be stated as Part Payment or Balance of Purchase Price. 註：臨時訂金後須付的樓價的首 5%須填寫為加付訂金。樓價其餘任何部分須填寫為部分售價或售價餘額。)

部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
部分售價	港幣	_____	元	須於簽署本臨時合約後 _____ 天內支付。
Part Payment	HK\$			shall be paid within _____ days after signing of the Preliminary Agreement.
售價餘額	港幣	_____	元	須於簽署本臨時合約後第 _____ 天 (「成交日期」) 或之前支付。
Balance of purchase price	HK\$	_____		shall be paid on or before the _____ day ("Completion Date") after signing of the Preliminary Agreement.

### Other Terms and Conditions 其他條款及條件

#### 1. 在本臨時合約中 —

##### In this Preliminary Agreement —

- (a) “實用面積”具有《一手住宅物業銷售條例》(第 621 章) 第 8 條給予該詞的涵義；  
“saleable area” has the meaning given by section 8 of the Residential Properties (First-hand Sales) Ordinance (Cap 621);
- (b) “工作日”具有該條例第 2(1)條給予該詞的涵義；  
“working day” has the meaning given by section 2(1) of that Ordinance;
- (c) 第 9(a)條所指的項目的樓面面積，按照該條例第 8(3)條計算；及  
the floor area of an item under clause 9(a) is calculated in accordance with section 8(3) of that Ordinance; and
- (d) 第 9(b)條所指的項目的面積，按照該條例附表 2 第 2 部計算。  
the area of an item under clause 9(b) is calculated in accordance with Part 2 of Schedule 2 to that Ordinance.

#### 2. 買方須支付的臨時訂金，須由賣方律師作為保證金保存人而持有。

The preliminary deposit payable by the Purchaser shall be held by the Vendor's Solicitors as stakeholder.

#### 3. 按訂約雙方的意向，本臨時合約將會由一份買賣合約(“正式合約”)取代，正式合約須 —

It is intended that this Preliminary Agreement is to be superseded by an Agreement for Sale and Purchase (“the Agreement”) to be executed —

- (a) 由買方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第五個工作日)或之前簽立；及  
by the Purchaser on or before \_\_\_\_\_ (i.e. the fifth working day after the date on which this Preliminary Agreement is signed);  
and [Note 註: to be filled in by vendor 由賣方填寫]
- (b) 由賣方於 \_\_\_\_\_ (即本臨時合約的簽署日期之後的第八個工作日)或之前簽立。  
by the Vendor on or before \_\_\_\_\_ (i.e. the eighth working day after the date on which this Preliminary Agreement is signed).  
[Note 註: to be filled in by vendor 由賣方填寫]

#### 4. 於本臨時合約的簽署日期之後的五個工作日內，買方須攜帶本臨時合約到買方律師的辦事處辦理下列手續(按：必須嚴守所訂日期)： (i)簽署賣方代表律師所訂定之標準正式合約；及(ii)交付由買方簽署妥當的正式合約及在簽署正式合約之同時須交付本臨時合約上列明應付之款項予賣方代表律師。

Within 5 working days after the date hereof (in this respect time shall be of the essence), the Purchaser shall attend the offices of the Purchaser's Solicitors together with this Preliminary Agreement to (i) sign the Agreement in the standard form prepared by the Vendor's Solicitors; and (ii) deliver the Agreement duly signed by the Purchaser and payment of the sum above-mentioned as being due on signing of the Agreement to the Vendor's Solicitors.

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

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

6. 須就本臨時合約、正式合約及轉讓契支付的額外印花稅(如有的話)·由買方承擔。  
The special stamp duty, if any, payable on this Preliminary Agreement, the Agreement and the Assignment shall be borne by the Purchaser.
7. 如買方沒有在本臨時合約的簽署日期之後的 5 個工作日內簽立正式合約 –  
If the Purchaser fails to execute the Agreement within 5 working days after the date on which this Preliminary Agreement is signed –
- (a) 本臨時合約即告終止；  
this Preliminary Agreement is terminated;
- (b) 買方支付的臨時訂金·即被沒收歸於賣方；及  
the preliminary deposit paid by the Purchaser is forfeited to the Vendor; and
- (c) 賣方不得就買方沒有簽立正式合約·而對買方提出進一步申索。  
the Vendor does not have any further claim against the Purchaser for the failure.
8. 買方必須簽署由賣方律師擬備的本物業的正式合約·買方不得更改正式合約內容。  
The Purchaser shall execute the Agreement in such standard form prepared by the Vendor's Solicitors which shall not be altered by the Purchaser.
9. 本物業的量度尺寸如下 –  
The measurements of the Property are as follows –

i) 該單位 the Unit

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

(b) 其他量度尺寸為 –

- other measurement are –
- \* [空調機房的面積為  
\* [the area of the air-conditioning plant room is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [窗台的面積為  
\* [the area of the bay window is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [閣樓的面積為  
\* [the area of the cockloft is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [平台的面積為  
\* [the area of the flat roof is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [花園的面積為  
\* [the area of the garden is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [停車位的面積為  
\* [the area of the parking space is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [天台的面積為  
\* [the area of the roof is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [梯屋的面積為  
\* [the area of the stairhood is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [前庭的面積為  
\* [the area of the terrace is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;
- \* [庭園的面積為  
\* [the area of the yard is \_\_\_\_\_ 平方米/ \_\_\_\_\_ 平方呎] ;

ii) P1 車位 1 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎

iii) P2 車位 2 \_\_\_\_\_ square metres 平方米/ \_\_\_\_\_ square feet 平方呎



10. 本物業買賣所包括的裝置、裝修物料及設備列於附件一。

The sale and purchase of the Property includes the fittings, finishes and appliances as set out in Appendix 1 attached hereto.

11. 在不損害《物業轉易及財產條例》(第 219 章)第 13 及 13A 條的原則下，賣方不得限制買方根據法律就業權提出要求或反對的權利。Without prejudice to Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219), the Vendor shall not restrict the Purchaser's right under the law to raise requisition or objection in respect of title.

12. 買方已確認收到第 13 條所列出的“對買方的警告”的中英雙語文本，並完全明白其內容。

The Purchaser has acknowledged receipt of a copy of a bilingual version of the “Warning to Purchasers” set out in clause 13 and fully understands its contents.

13. 就第 12 條而言，“對買方的警告”內容如下 –

For the purposes of clause 12, the following is the “Warning to Purchasers” –

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

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

(b) 你可聘用你自己的獨立律師，以代表你進行購買本物業，你亦可聘用賣方的律師以同時代表你和賣方行事。

You can instruct your own independent solicitor to act for you to conduct the purchase or you can instruct the Vendor's solicitor to act for you as well as for the Vendor.

(c) 現建議你聘用你自己的律師，你自己聘用的律師能在你購買本物業的每個階段，向你提供獨立意見。

**YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.

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

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

(e) 你可自由選擇。請在決定聘用你自己的獨立律師或賣方的律師以保障你的權益之前，詳加考慮。

You are free to choose whichever option you prefer. Please think carefully before deciding whether to instruct your own independent solicitor, or the Vendor's solicitor, to protect your interests.

14. (a) 買方須另聘律師代表其買入本物業，買賣雙方須各自負責其在有關正式合約及其後之轉讓契之法律費用。

The Purchaser shall instruct his own solicitor's to act for him in respect of the purchase of the Property, each of the Vendor and Purchaser shall pay his own solicitor's legal fees in respect of the Agreement and the subsequent Assignment.

(b) 公契及管理協議之法律費用、一切圖則費用、有關業權之契約之核證副本包括圖則之費用、查冊費、註冊費及其他支付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。

The cost of Deed of Mutual Covenant and Management Agreement, 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.

(c) (i) 在無損害上文第 5 及 6 條的情況下，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)下可予徵收的從價印花稅、額外印花稅、買家印花稅及附加印花稅)，一概由買方負責支付。

Without prejudice to clauses 5 and 6 above, all stamp duty (including without limitation the ad valorem stamp duty, the special stamp duty, the buyer's stamp duty and all additional stamp duty chargeable under Stamp Duty Ordinance (Chapter 117) on this Preliminary Agreement and/or the Agreement and/or the subsequent Assignment shall be solely borne and

(ii) paid by the Purchaser.

若買方不能全數準時繳付任何印花稅，以致賣方蒙受或招致罰款、損失、申索及費用，買方須就此向賣方作出十足的彌償。本子條款(ii)於本物業買賣成交後仍然有效。

The Purchaser 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 the Purchaser. This sub-clause (ii) shall survive completion of the sale and purchase of the Property.

15. 除正式合約另有規定外，在買賣交易時，買方有權獲得本物業的空置管有權(交吉)。

Subject as mentioned in the Agreement, the Purchaser shall, on completion of the sale and purchase, be entitled to vacant possession of the Property.

16. 如在簽署正式合約前，買方或其代表人將本臨時合約在土地註冊處註冊，而其後本臨時合約及(如適用)正式合約被取消或終止，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。

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 and (if applicable) the Agreement is/are terminated or cancelled subsequently, the Purchaser hereby authorizes the Vendor to unilaterally sign and register a memorandum to vacate or cancel the registration of this Preliminary Agreement from the register or record in the Land Registry.

17. 本臨時合約是有約束力的合約，賣方必須按本臨時合約列出之條款出售本物業，買方亦必須按售價及該等條款購買本物業。除臨時訂金外，加付訂金及所有部分樓價及售價餘額必須以賣方代表律師行為抬頭人的銀行本票繳付。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 或之前繳付。

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, the Further Deposit, all part payment(s) and balance of purchase price shall be made by cashier orders drawn in favor 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.

18. 買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。

The Purchaser purchases the Property with full knowledge of the physical condition of the Property and the fittings, finishes and appliances therein and takes them as they stand.

19. 買方通訊地址或電話如有更改，買方須立即以書面通知賣方。

The Purchaser shall promptly inform the Vendor in writing of any change in his correspondence address and telephone number.

20. 該單位乃屬印花稅條例第 29A(1)條所註釋之住宅用途物業。車位 1 及車位 2 (如有) 中的每一個乃屬印花稅條例第 29A(1)條所註釋之非住宅用途物業。

The Unit is residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance. Each of P1 and P2 (if any) is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.

21. 本臨時合約之中文版本乃英文版本的譯本，謹供參考之用。如對本臨時合約的解釋有任何差異、出入或爭議，概以英文版本為準。

The Chinese version of this Preliminary Agreement is a translation of the English version and is for reference only. In case of any discrepancy, inconsistency or dispute in the interpretation of this Preliminary Agreement, the English version shall prevail.

22. 本臨時合約所列之時間乃本臨時合約之重要部份。

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

23. (a) 賣方和買方無意賦予任何其他人士有權按《合約(第三者權利) 條例》(第 623 章)(「該 623 章」) 強制執行本臨時合約下的任何條款，並且同意把本臨時合約排除於該 623 章的適用範圍，惟受以下第(b) 款及(c) 款的規定限制。

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

- (b) 本條例第(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 623 章的適用範圍之外。

Sub-clause (a) shall only apply and a term of this Preliminary Agreement will only be excluded from the application of Cap.623 to the extent that such exclusion will not be in contravention of the Residential Properties (First-hand) Sales Ordinance (Cap.621).

- (c) 若本臨時合約任何條款因上述第(b) 款的規定沒有從該 623 章的適用範圍內排除，而第三者(在該 623 章的定義) 可依據該 623 章強制執行任何該等條款時：

If any term of this Preliminary Agreement is not excluded from the application of Cap.623 by virtue of sub-clause (b) above and any such term is enforceable by a third party (as defined in Cap.623) pursuant to Cap.623:-

- (i) 本臨時合約仍可在未獲該第三者同意下不時作出更改或撤銷(倘若此撤銷權存在)，而該 623 章第 6(1) 條將不適用於本臨時合約；及

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 Cap.623 shall not apply to this Preliminary Agreement; and

- (ii) 賣方和買方依據該 623 章第 6(4)(b) 條特此通知該第三者有關上述第(c)(i)款的規定。

notice is hereby given by the Vendor and the Purchaser, pursuant to section 6(4)(b) of Cap.623, to such third party of the provisions contained in sub-clause(c)(i)above.

買方簽署  
Purchaser 's signature(s)

賣方代表簽署  
Signed for and on behalf of the Vendor

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買方同意根據上述條款及條件購買本物業，  
所有條款及條件均為本臨時合約之一部份。  
The Purchaser(s) hereby agrees to purchase the  
Property subject to the above terms and  
conditions and all these terms and conditions  
shall form part of this Preliminary Agreement

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獲授權簽署  
Authorized signature(s)

收據 銀行  
Receipt Bank

本票/支票號碼  
Casher Order/ Cheque No.

總計  
Amount

經手收款人  
Authorized Signature

茲收到上述所列之臨時訂金(經已收妥此據):  
Received the above stated Preliminary Deposit of:

---

HK\$

日期:  
Date:

**Vendor's Information Form**

**賣方資料表格**

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

a)	The amount of the management fee that is payable for the Property 須就本物業支付的管理費用的款額	HK\$ 港幣
b)	The amount of the Government rent (if any) that is payable for the Property 須就本物業繳付的地稅 (如有的話) 的款額	暫時沒有資料
c)	The name of the owners' incorporation (if any) 業主立法法團 (如有的話) 的名稱	No 沒有
d)	The name of the manager of the Development 發展項目的管理人的姓名或名稱	Jones Lang LaSalle Management Services Limited 仲量聯行物業管理有限公司
e)	Any notice received by the Vendor from the Government or management office concerning sums required to be contributed by the owners of the residential properties in the Development 賣方自政府或管理處接獲的關於發展項目中的住宅物業的擁有人須分擔的款項的任何通知	No 沒有
f)	Any notice received by the Vendor from the Government or requiring the Vendor to demolish or reinstate any part of the Development 賣方自政府接獲的規定賣方拆卸發展項目的任何部分或將發展項目的任何部分恢復原狀的任何通知	No 沒有
g)	Any pending claim affecting the Property that is known to the Vendor 賣方所知的影響本物業的任何待決的申索	No 沒有

The Purchaser(s) hereby acknowledge(s) the receipt of a copy of this Vendor's Information Form prior to the Purchaser's(s') signing of the preliminary agreement for sale and purchase of the Property.

買方現確認在簽署該住宅物業之臨時買賣合約之前，買方已收到此份賣方資料表格。

Dated this        day of

公曆    年    月    日

Signed by Purchaser(s)

\_\_\_\_\_

**Acknowledgement Letter Regarding Viewing of Property**

**關於參觀物業的確認信**

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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 hereby confirm and acknowledge that before the signing of the Preliminary Agreement for Sale and Purchase ("Preliminary Agreement") the Property

本人 / 我們謹此確認及知悉在簽署本物業的臨時買賣合約 (「臨時合約」) 之前：

1.  The Vendor has made the Property available for viewing by me/us and I/we have viewed the Property on \_\_\_\_\_ at \_\_\_\_\_.  
賣方已開放本物業供本人 / 我們參觀，且本人 / 我們已於\_\_\_\_\_參觀了本物業。
- I/We understand that I/we have the right to view the Property before the signing of the Preliminary Agreement and the Vendor has offered to arrange me/us to view the Property, however, I/we have expressly and voluntarily declined to do so.  
本人 / 我們明白本人 / 我們有權在簽署臨時合約之前參觀本物業，而賣方已邀請本人 / 我們參觀本物業，但本人 / 我們明確及自願地拒絕參觀。
2.  I/We understand that it is not reasonably practicable for the Property to be viewed by me/us.  
本人 / 我們明白開放本物業供本人 / 我們參觀，並非合理地切實可行。  
Pursuant to section 44(2)(b)(i) of the Residential Properties (First-hand Sales) Ordinance, the Vendor has made a comparable residential property in the Development (specified below) available for viewing by me/us.  
根據《一手住宅物業銷售條例》第 44(2)(b)(i)條，賣方已開放發展項目內與本物業相若的住宅物業供本人 / 我們參觀。
- I/we have viewed the following comparable residential property in the Development:  
本人 / 我們已參觀發展項目內與本物業相若的以下住宅物業：  
Tower 座數: \_\_\_ Floor 樓層: \_\_\_ Unit 單位: \_\_\_
- I/We have viewed the comparable residential property on \_\_\_\_\_ at \_\_\_\_\_.  
本人 / 我們已於\_\_\_\_\_參觀了該相若的住宅物業。
- I/We understand that I/we have the right to view the comparable residential property before the signing of the Preliminary Agreement, however, I/we expressly and voluntarily have declined to do so.  
本人 / 我們明白本人 / 我們有權在簽署臨時合約之前參觀該相若的住宅物業，但本人 / 我們明確及自願地拒絕參觀。

3.  I/We understand that it is not reasonably practicable for the Property to be viewed by me/us.  
本人 / 我們明白開放本物業供本人 / 我們參觀，並非合理地切實可行。
- I/We understand that it is also not reasonably practicable for any comparable residential property in the Development to be viewed by me/us.  
本人 / 我們明白開放發展項目內任何與本物業相若的住宅物業供本人 / 我們參觀，並非合理地切實可行。
- I/We agree and confirm that the Vendor is not required to make such a comparable residential property available for viewing by me/us pursuant to section 44(2)(b)(ii) of the Residential Properties (First-hand Sales) Ordinance before the signing of the Preliminary Agreement.  
根據《一手住宅物業銷售條例》第 44(2)(b)(ii)條，本人 / 我們同意及確認賣方無須在簽署臨時合約之前開放相若的住宅物業供本人 / 我們參觀。
4.  All furniture, accessories, chandeliers and feature lightings, planters and other chattels placed on the Property for display purposes (other than those fittings, finishes and appliances in the Property as stated in the Sales Brochure) will not be provided or delivered to me/us upon completion of the sale and purchase or handover of the Property.  
所有展示於本物業內的傢俱、裝飾品、吊燈及特色燈飾、植物及其他物件(售樓說明書內列明本物業附設之裝置、裝修物料及設備除外)，將不會於買賣成交或交樓時連同本物業交予本人 / 我們。
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差異，一切以英文文本為準。

Dated this      day of

公曆      年      月      日

Signed by Purchaser(s)

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**Warning to Purchasers**

**對買方的警告**

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

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

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

我/我們已收到此警告之副本及完全明白此警告之內容。

Dated this        day of  
公曆    年    月    日

Signature(s) of Purchaser(s) 買方簽署：\_\_\_\_\_

## Information of the Financing Plan (2nd Mortgage Loan)

### 財務計劃的資料 (二按揭貸款)

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街 1 號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

- (1) 買方必須於正式合約內訂明的付清樓價餘額之日前最少 60 日以書面向指定機構申請本第二按揭貸款。  
The Purchaser shall make a written application to the designated company for this Second Mortgage Loan in not less than 60 days before the date of settlement of the balance of the purchase price stipulated in the ASP.
- (2) 第二按揭貸款金額最高為樓價的 30%，但第一銀行按揭貸款及第二按揭貸款總金額不得超過樓價的 80%。第二按揭貸款年期最長為 25 年或第一銀行按揭貸款之年期，以較短者為準。買方於第二按揭貸款年期首三年買方可享免息免供，其後買方則須照常按月分期償還連本帶息第二按揭貸款。第二按揭貸款年期第四年及其後之按揭利率為指定機構不時報價之最優惠利率 (P) 加 1% (即 P+1%) (現時 P=5.875%) 計算，最優惠利率 (P) 為浮動利率。最優惠利率以指定機構決定。  
The maximum Second Mortgage Loan is 30% of the purchase price, but the total amount of first bank mortgage loan plus the Second Mortgage Loan shall not exceed 80% of purchase price. The maximum tenure of the Second Mortgage Loan shall be 25 years or the tenure of first bank mortgage loan, whichever is shorter. The Purchaser is not required to repay principal and interest for the first three years of the term of the Second Mortgage Loan. The Purchaser shall repay the principal amount and interest as usual for the rest of the term of the Second Mortgage Loan by monthly instalments. Interest rate of the Second Mortgage Loan for the fourth year and thereafter shall be at the prime rate (P) quoted by the designated company from time to time plus 1% (i.e. P+1%) per annum (currently P=5.875%); the prime rate (P) will be quoted by the designated company from time to time, subject to fluctuation. The prime rate is subject to the determination of the designated company.
- (3) 買方須先獲取第一銀行按揭的銀行同意辦理住宅物業之第二按揭，並能出示足夠文件證明第一銀行按揭貸款加第二按揭貸款及買方及其擔保人(如有)之其他貸款之每月總還款額對買方及其擔保人(如有)之每月總入息之比率不超過香港金融管理局最新公佈之「供款與入息比率」。  
The Purchaser shall obtain the prior consent of the first mortgagee bank for processing the Second Mortgage Loan for the residential property and shall provide satisfactory documents to prove that the ratio of the total amount of monthly repayment of the first bank mortgage loan, the Second Mortgage Loan and any other loan(s) of the Purchaser and his/her guarantor (if any) to the total monthly income of the Purchaser and his/her guarantor (if any) does not exceed the latest Debt Servicing Ratio as announced by the Hong Kong Monetary Authority.
- (4) 指定機構會因應買方及其擔保人(如有)的信貸審查及評估結果，對有關付款計劃所述的第二按揭貸款金額及/或利率作出調整。  
In accordance with the result of credit check and assessment of the Purchaser and his/her guarantor (if any), the designated company will adjust the loan amount and/or the interest rate as set out in the Second Mortgage Loan plan.
- (5) 第一銀行按揭的銀行，須為指定機構指定及轉介之銀行。  
Mortgagee of the first bank mortgage shall be a bank specified and referred by the designated company.
- (6) 該住宅物業只可供買方自住。  
The residential property shall only be self-occupied by the Purchaser.



- (7) 買方及其擔保人(如有)須提供足夠文件證明其還款能力，包括但不限於在指定機構要求下提供買方及其擔保人(如有)的信貸報告、收入證明、銀行紀錄及借貸紀錄(包括其他貸款(如有))。指定機構會對買方及其擔保人(如有)進行信貸審查。
- The Purchaser and his/her guarantor (if any) shall provide sufficient documents to prove his/her repayment ability, including without limitation the provision of credit report, income proof, banking records and borrowing records (including other loans (if any)) upon request by the designated company. The designated company will conduct credit check on the Purchaser and his/her guarantor (if any).
- (8) 第二按揭貸款須由指定機構獨立審批和決定。
- The Second Mortgage Loan shall be approved and determined by the designated company independently.
- (9) 所有第二按揭貸款之法律文件必須由賣方或指定機構指定之律師行辦理，並由買方負責支付一切有關律師費用及雜項費用。買方可選擇另行自聘律師作為買方代表律師，在此情況下，買方亦須負責其代表律師有關處理第二按揭貸款的律師費用及雜費。
- All legal documents of the Second Mortgage Loan shall be handled by solicitors designated by the Vendor or the designated company and all the legal costs and disbursements relating thereto shall be borne by the Purchaser solely. The Purchaser may choose to instruct his/her own solicitors to act for him/her, and in such event, the Purchaser shall also bear his/her own solicitors' costs and disbursements relating to the Second Mortgage Loan.
- (10) 買方敬請向指定機構查詢有關第二按揭貸款詳情。第二按揭貸款批出與否、批出貸款金額及其條款，指定機構有最終決定權。不論審批結果如何，買方仍須按正式合約完成住宅物業的交易及繳付住宅物業的全數樓價。
- The Purchaser is advised to enquire with the designated company about the details of the Second Mortgage Loan. The approval or disapproval and the loan amount of the Second Mortgage Loan and the terms thereof are subject to the final decision of the designated company. Irrespective of the assessment result, the Purchaser shall complete the purchase of the residential property and shall pay the full purchase price of the residential property in accordance with the ASP
- (11) 第二按揭貸款受指定機構決定的其他條款及細則約束。
- The Second Mortgage Loan is subject to other terms and conditions as shall be determined by the designated company.
- (12) 賣方沒有給予或不能被視之為已給予任何就第二按揭貸款之批核的陳述或保證。賣方並沒有亦不會參與第二按揭貸款之安排。買方不得就由於或有關第二按揭貸款的批核及/或不批核及/或任何第二按揭貸款相關事宜而向賣方提出任何申索。
- No representation or warranty is given or shall be deemed to have been given by the Vendor as to the approval of the Second Mortgage Loan. The Vendor is not, and will not, be involved in the arrangements of the Second Mortgage Loan. The Purchaser shall have no claims whatsoever against the Vendor as a result of or in connection with the approval and/or disapproval of the Second Mortgage Loan and/or any matters relating to the Second Mortgage Loan.
- (13) 第二按揭貸款純為指定機構與買方之交易。買方與第二承按人之任何纏軋，一概與賣方及中洲置業有限公司無關。以上關於第二按揭貸款的資料不構成亦不能被視為賣方或任何其他人士就第二按揭貸款作出的陳述、保證、承諾、要約或買賣合約之條款。賣方及中洲置業有限公司在任何情況下均無需就第二按揭貸款向買方承擔任何責任。
- The Second Mortgage Loan is a transaction between the designated company and the Purchaser. The Vendor and Centralcon Properties Company Limited shall not be involved in any dispute between the purchaser and the designated company. The above information of the Second Mortgage Loan shall not be regarded as any representation, guarantee, warranty offer or terms of the agreement for sale and purchase made by the Vendor or any other parties. Under no circumstance shall the Vendor and Centralcon Properties Company Limited be liable to the Purchasers in respect of the Second Mortgage Loan.
- (14) 買方須就申請第二按揭貸款支付港幣\$5,000 不可退還的申請手續費。
- The Purchaser shall pay HK\$5,000 being the non-refundable application fee for the Second Mortgage Loan.
- (15) 第二按揭貸款只適用於個人買方申請。
- Only individual Purchaser(s) are qualified to apply for the Second Mortgage Loan.

I/We hereby acknowledge and confirm that before signing the preliminary agreement for sale and purchase of the Property,

1. I/We have received a copy of this document and have been given sufficient time to read this document, and fully

understand the contents hereof;

2. I/we have been advised by the Vendor to directly enquire with the designated company if in doubt about the details of the terms and conditions of the above financing plan, approval conditions and application procedures; and
3. The Vendor has not made or authorized any estate agent or third party to make any express or implied offer, representation, guarantee or warranty in respect of whether I/we will be able to secure any mortgage, charge or loan or any desired terms to finance my/our purchase.

我/我們謹此確認，在簽署該物業的臨時買賣合約前：

1. 我/我們已收到此文件之副本及已獲足夠時間閱讀此文件，並完全明白此文件之內容；
2. 我/我們已獲賣方建議，如對上述財務計劃的條款及條件、批核條件和申請手續有疑問，應直接向指定機構查詢有關詳情；
3. 就我/我們是否能夠獲得任何按揭、押記或貸款或任何有望取得的條款以資助購買物業，賣方並無作出或授權任何地產代理或第三方作出任何明示或隱含之要約、陳述、承諾或保證。

Dated this        day of

公曆    年    月    日

Signed by the Purchaser(s) 買方簽署

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

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

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), **BEFORE** entering into a preliminary agreement for sale and purchase (PASP), you should:

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：

(a) **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);

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）；

(b) 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;

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；

(c) **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;

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；

(d) **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

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

(e) **Remain cool-headed** and critically consider the followings:

保持冷靜並審慎考慮以下事項：

- 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;  
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 risk of change of financial condition, approval criteria and other circumstances that may occur between the date of purchase and date of payment and may affect your ability to obtain loan under the financing plan;

chargeable on the Agreement not covered by the Stamp Duty Benefit (if any) in such manner as required by the Vendor, and provide all documents as may be requested by the Vendor.

- (4) 若買方簽署臨時合約時擁有其他任何香港住宅物業（「原物業」），並於其後售出原物業並向印花稅署申請退還部分從價印花稅，買方不須將退還稅項任何部份支付予賣方。

Where the Purchaser(s) own(s) any other residential property in Hong Kong (the “original property”) at the time of his signing of the Preliminary Agreement and subsequently sells the original property and then applies to the Stamp Office for refund of part of the Ad valorem stamp duty paid, the Purchaser(s) is/are not required to reimburse any part of the refunded amount to the Vendor.

- (5) 如因任何原因未能完成該物業之買賣或正式合約因任何原因被取消或中止，自印花稅署發還之由賣方繳付的從價印花稅將須立即退還予賣方，且並不損害賣方於臨時合約、正式合約或其他適用法律下之其他權利及申索。

If the sale and purchase of the Property is not completed for any reason, or the Agreement is cancelled or terminated for any reason, the Ad valorem stamp duty paid by the Vendor and refunded from the Stamp Office shall be returned to the Vendor forthwith without prejudice to the Vendor’s other rights and claims under the Agreement, the Preliminary Agreement or other applicable laws.

- (6) 賣方會（透過賣方律師或以其他方式）代閣下於相關法定時限內繳付印花稅優惠，唯於任何情況下，因任何原因正式合約應付之任何印花稅（或其任何部分）未有如期繳付，賣方無須就任何罰款或損失負責。

The Vendor will pay (through the Vendor’s solicitors or in any other manner) the Stamp Duty Benefit for you within the relevant period prescribed by law. However, the Vendor will under no circumstance be responsible for any penalty or loss if there is any late payment of any stamp duty chargeable on the Agreement (or any part thereof) for whatever reason.

- (7) 閣下須於簽署正式合約時，簽署所有賣方所須的在買賣被取消或終止而申請退回已支付的從價印花稅的文件，包括但不限於一份不可撤回的授權書及其他授權函（根據賣方律師準備的範本及閣下不得為此提出任何修改）及 IRSD125E 表格和其他印花稅署指定表格。有關律師費用及其他開支由閣下負責。

You shall, upon the signing of the Agreement, sign all the documents which are necessary for the Vendor to apply for refund of the Ad Valorem Stamp Duty paid if the sale and purchase of the Property is cancelled or terminated, including but not limited to an Irrevocable Power of Attorney and other authorization letter(s) (in such forms as prepared by the Vendor's solicitors and you shall not be entitled to propose amendments thereto) and Form IRSD 125E and other prescribed forms of Stamp Office in escrow. You shall be solely responsible for all the legal costs and other expenses incurred thereof.

- (8) 若正式合約因任何原因（包括但不限於正式合約被取消或終止）而導致已付之正式合約應付之從價印花稅將不再須要繳付，閣下須按賣方選擇：(a) 立即向賣方支付一筆等同印花稅優惠之款項；或(b)立即採取一切賣方要求之步驟及行動協助賣方從主管當局退回已付之正式合約應付之從價印花稅（及（如適）買家印花稅）（超出印花稅優惠之部分將由賣方交還買方）。如賣方要求，不論當時正式合約已經或未有被取消或終止，買方須簽署所有用作退回印花稅之相關文件及表格。閣下特此授權賣方於適當時候於該等文件及表格加上日期、使用該等文件及表格並將之遞交予主管當局。上述閣下的責任及授權將有效直至賣方已付之印花稅退回給賣方為止。

If the ad valorem stamp duty on the Agreement has been paid but subsequently the Agreement is no longer chargeable for stamp duty for whatever reason (including but not limited to the cancellation or termination of the Agreement), you shall at the option of the Vendor: (a) forthwith pay an amount equivalent to the Stamp Duty Benefit to the Vendor; or (b) forthwith carry out all steps and actions required by the Vendor to assist the Vendor to obtain a refund of the ad valorem stamp duty (and where applicable, buyer stamp duty) paid on the Agreement from the competent authorities (the Vendor will return the excess over the Stamp Duty Benefit to the Purchaser). Where requested by the Vendor, whether there is already any cancellation or termination of the Agreement or not, the Purchaser shall sign all relevant forms and documents for obtaining the aforesaid refund. You hereby authorize the Vendor to date and use the aforesaid forms and documents and submit the same to the competent authorities in due course. The aforesaid obligations and authorization shall be binding on you until the stamp duty paid by the Vendor is refunded to the Vendor.

- (9) 本函為一獨立於臨時合約及正式合約之協議，本函任何內容均不得視作取替或更改臨時合約或正式合約內的任何條款及/或條件。賣方所有臨時合約及正式合約下之權利及補救方法均不受本函影響。本函乃由本函各方之間訂立且獨立於閣下購買本物業、臨時合約及正式合約之協議，本函任何內容或本函任何一方未能遵守、履行及遵從其於本函下之任何責任均不會以任何方式損害、變更或影響臨時合約或正式合約的運作、

有效性或可強制執行性或臨時合約或正式合約各方的權利、義務或責任。為免生疑問，若賣方未能履行其於本函內之責任，閣下仍須遵守及履行臨時合約及正式合約的所有條款及條件及按臨時合約及正式合約的條款完成購買本物業。所有按或就本函提出的或與本函有關連的而可由閣下對賣方提出的申索，只能是為取得損害賠償的申索。

This Letter is an agreement independent of the Preliminary Agreement and the Agreement and nothing in the contents of this Letter shall be deemed to supersede or vary any terms and/or conditions of the Preliminary Agreement or the Agreement. All the rights and remedies of the Vendor under the Preliminary Agreement and the Agreement shall not be affected by this Letter. This Letter constitutes an agreement between the parties hereto independent from your purchase of the Property, the Preliminary Agreement and the Agreement and nothing herein contained or any failure by any party hereto to observe, perform and comply with any of its obligations hereunder shall in any way prejudice, vary or affect the operation, validity or enforceability of the Preliminary Agreement or the Agreement, or the rights, duties or obligations of the parties to the Preliminary Agreement or the Agreement. For the avoidance of doubt, if the Vendor shall fail to discharge its obligations hereunder, you shall still be obliged to observe and perform all the terms and conditions in the Preliminary Agreement and the Agreement and to complete the purchase of the Property in accordance with the provisions of the Preliminary Agreement and the Agreement. Any claim that you may have under or in relation to or in connection with this Letter shall be a claim against the Vendor for damages only.

- (10) 閣下確認，按其他支付條款而可提供給買方之權利及優惠，不得與本函上述的條款共同使用。

You acknowledge that the rights and benefits that may be available to purchasers under other terms of payment shall not be used in association with the terms of this Letter.

- (11) 所有根據本函條款及條件賦予閣下之權利及優惠均不能轉讓及轉移，及只能由閣下本人行使及享用。

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

- (12) 並非本函一方之人士並無任何權利按《合約（第三者權利）條例》強制執行本函任何條款及條件或享有本函任何條款及條件之利益。

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

- (13) 本函之中文譯本僅供參考之用，如有差異，仍以英文本為準。

The Chinese version of this Letter is for reference only and the English version thereof shall prevail in case of disparity.

I/We acknowledge receipt of the above information and fully understand the contents thereof.

我/我們已收到以上資料及完全明白其內容。

Dated this        day of

公曆    年    月    日

Signed by the Purchaser(s) 買方簽署

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**Acknowledgement Letter Regarding Noise Mitigation Measures**  
**有關噪音緩解措施之確認函**

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

**To: Vendor**  
**致: 賣方**

- Reference is made to the Preliminary Agreement for Sale and Purchase (“**the Preliminary Agreement**”) of the Property made or to be made between the Vendor and the Purchaser.  
本確認書關於賣方與買方所訂立或將訂立的物業之臨時買賣合約(「**臨時合約**」)。
- I/We, the undersigned, hereby acknowledge and confirm that, whether or not I/we have inspected the Property before the signing of the Preliminary Agreement, I/we am/are aware of and fully accept the physical state and condition of the Property as it stands.  
本人/我們(即下方簽署人)僅此承認及確認,無論本人/我們於簽訂臨時合約前有否視察該物業,本人/我們完全接受該物業之現狀。
- I/We, the undersigned, hereby further acknowledge and confirm that, whether or not I/we have inspected the Property before the signing of the Preliminary Agreement, I/we understand, agree and accept the manner of presentation of the location of the acoustic glass panel door in the master bedroom/ living room/ dining room, as depicted on the floor plans in the sales brochure, and the actual built-in condition of the Property. No requisition or objection or claim whatsoever shall be made by me/us or be entertained by the Vendor in respect thereof.  
本人/我們(即下方簽署人)僅此進一步承認及確認,無論本人/我們於簽訂臨時合約前有否視察該物業,本人/我們明白,同意及接受就位於主人房/客廳/飯廳的隔音門玻璃門展示於售樓說明書的顯示方式,及現況建築狀。本人/我們不得為此提出任何要求、反對或索償,賣方亦不會接納該等要求、反對或索償。
- The Vendor and the Purchaser 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.  
賣方和買方無意賦予任何第三者權利依據《合約(第三者權利)條例》(第623章)(「**該條例**」)強制執行本書下任何條款,並且同意排除該條例對本書的適用。
- The Chinese translation of this Letter is for reference purpose only. In case of any disputes, the English version shall prevail.  
本確認書中文譯本僅供參考,如與英文版本有異,概以英文版本為準。

**Confirmed and Accepted by the Purchaser 買方確認及同意**

Signature of Purchaser :  
買方簽署

\_\_\_\_\_

AGENT AGREEMENT

介紹人確證書

Vendor 賣方	Centralcon (Fo Tan) Company Limited 中洲(火炭)有限公司		
Name of Development 發展項目的名稱	The Arles 星凱·堤岸		
Address 地址	1 Au Pui Wan Street, Fo Tan 火炭坳背灣街1號		
Property 本物業	Tower 座數	Floor 樓層	Unit 單位
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			

The Purchaser confirms that the purchase of the following Property from the Vendor is referred by \_\_\_\_\_ (hereinafer called "Referee").

The Referee's employer is \_\_\_\_\_ (name of Agency Company)

and telephone number is \_\_\_\_\_

承購人確證由賣方發售下述物業之買賣乃經由 \_\_\_\_\_ (後稱 "介紹人") 介紹。

介紹人為 \_\_\_\_\_ (所屬之地產代理公司) 僱用之地產代理

電話號碼： \_\_\_\_\_

The Purchaser is referred by the Referee today and has entered into a Preliminary Agreement of Sale & Purchase No. \_\_\_\_\_ directly with the Vendor for the purchase of the Property.

承購人即日經介紹人介紹與賣方簽署有關購買本物業的臨時買賣合約編號 \_\_\_\_\_。

The purchaser(s) hereby acknowledge(s) as follow 承購人確認及聲明如下：

1. The Referee has not on behalf of the Vendor made any representatons, warrantes or commitments verbally or in writng nor accepted on behalf of the Vendor any liability, undertaking or responsibility. The Vendor shall not be responsible or liable for any commitments undertaken by the Referee.  
介紹人並無代表賣方作出任何口頭或書面的陳述、保證、承諾或代表賣方應允任何承擔或責任，而中洲火炭亦無須為賣方之任何承諾負上責任。
2. The Vendor has not received any fee or commission other than the preliminary deposit/ further deposit/ purchase price of the Property directly or indirectly from the Purchaser or the Referee. The Vendor has not authorized any of its employees to solicit any advantage from the Purchaser. In the event that the Purchaser being solicited for any advantage by any person alleging to be an employee of the Vendor, the Purchaser should report the case to the I.C.A.C.  
賣方並無直接或間接向承購人或介紹人收取本物業的臨時訂金/ 加付訂金/ 樓價以外之任何費用或佣金，亦無授權任何賣方僱員向承購人收取任何利益；承購人如遇任何人仕以賣方僱員之名義向其索取任何利益時，承購人應逕向廉政公署(I.C.A.C) 舉報。

3. The Vendor shall not be responsible or liable for any dispute between the Purchaser and the Referee. Any such dispute shall not be a ground for the Purchaser to defer or determine the sale and purchase of the Property.

承購人與介紹人之任何糾紛，一概與賣方無涉，承購人不得以該等糾紛為由延遲或終止上述物業之買賣。

4. There is no agency or other relationship between the Referee and the Vendor.  
介紹人與賣方並無任何代理或其他關係。

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Signature of Purchaser(s)  
承購人簽署

日期Date:

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Signature of Referee(s) 介紹人簽署

Licence No.

地產代理牌照號碼: \_\_\_\_\_

日期Date: