附件 1 Appendix 1



## 「星凱・堤岸」(以下簡稱「項目」) The Arles (the "Development") 停車位之銷售安排

Sales Arrangements of the Parking Spaces

1. 認購登記資格	所有 (a) 已簽妥正式買賣合約購買「星凱·堤岸」的住宅單位的買家;或 (b)
Ligibility of Registration	已完成交易並成為「星凱・堤岸」的住宅單位的註冊業主(統稱為「合資格
	的準業主或業主」)可以有權遞交「停車位認購登記表」。
	Those who have purchased a residential unit in The Arles either by having (a)
	entered into a formal agreement for sale and purchase to purchase residential
	unit(s) of The Arles; or (b) completed the sale and purchase and is a registered
	owner of residential unit(s) of The Arles (collectively referred to as the "Eligible
	Prospective Owner or Registered Owner") shall be entitled to submit the
	Registration Form.
2. 認購登記時段	2023 年 11 月 21 日 (星期二) 至 2023 年 11 月 29 日 (星期三)
Registration Period	(包括首尾兩天)每日上午11時至晚上7時,逾期登記恕不受理。
	21 <sup>st</sup> November 2023 (Tuesday) to 29 <sup>th</sup> November 2023 (Wednesday) (both days
	inclusive) from 11 a.m. to 7 p.m. daily. Late submission of registration will not be
	accepted.
3. 認購登記地點	(1) 沙田火炭均背灣街1號「星凱・堤岸」3座會所大堂接待處(以下簡稱
Place of Registration	「會所接待處」)
	The Clubhouse Reception of Club Arles at Tower 3, The Arles, No. 1 Au Pui
	Wan Street, Fo Tan, Shatin (the "Clubhouse Reception")
	(2) 有意認購「星凱·堤岸」停車位的合資格的準業主或業主可將已填妥
	及簽署之「停車位認購登記表」及相關認購登記證明資料電郵至
	enquiry@centralcon.hk, 並獲電郵回覆已成功登記。
	Eligible Prospective Owner or Registered Owner interested in purchase of
	the Parking Space can also register through sending email to
	enquiry@centralcon.hk with the filled-in and signed Registration Form with
	the registration documents subject to email reply for the verification of the
	registration.
<b>4</b> . 認購登記文件	如合資格的準業主或業主有意選購「星凱・堤岸」的停車位(以下簡稱為「停
Registration Documents	車位」),須於認購登記時段內,將已填妥及簽署的「停車位認購登記表」
Registration Documents	
	連同以下文件於認購登記時段內於認購登記地點提交:
	For those Eligible Prospective Owner or Registered Owner who are interested in
	selecting and purchasing Parking Space(s) of The Arles (the " <b>Parking Space(s</b> )")
	shall submit the duly completed and signed Registration Form for Purchase of
	Parking Space(s) (the " <b>Registration Form</b> ") together with the following
	documents within the Registration Period at the Place of Registration: -
	(1) 證明是合資格的準業主或業主的文件,如項目住宅單位買賣合約或轉讓契
	的副本;
	document(s) proving one person as Eligible Prospective Owner or
	Registered Owner, e.g. a copy of an Agreement for Sale and Purchase or
	Assignment of a residential unit of The Arles;
	及 And
	(2) 合資格的準業主或業主的身份證明文件。如合資格的準業主或業主為個

	人,則其香港居民身份證或護照(副本)(視屬何種情況而定)。如合
	資格的準業主或業主為公司,則(1)其有效商業登記證書( <u>副本</u> )(如 適用);(2)其公司註冊證書( <u>副本</u> );及(3)已於公司註冊處登記以顯 示該公司當時的董事名單之文件( <u>副本</u> )。 Identity document(s) of the Eligible Prospective Owner or Registered Owner. If the Eligible Prospective Owner or Registered Owner is/are individual(s), <u>copy</u> of his/her/their Hong Kong Identity Card(s) or Passport(s) (as the case may be). If the Eligible Prospective Owner or Registered Owner is/are company(ies), (1) <u>copy</u> of it's/their valid Business Registration Certificate (if applicable); (2) <u>copy</u> of it's/their Certificate of Incorporation; and (3) <u>copy</u> of documents filed with the Companies Registry showing the current list of director(s) of each company constituting that Eligible Prospective Owner or Registered Owner.
	已成功遞交「停車位認購登記表」的合資格的準業主或業主(以下簡稱 「登記人」)將可領取登記收據(如經電郵遞交,則可領取電子登記收 據)(以下簡稱「登記收據」)。 Eligible Prospective Owner or Registered Owner who has successfully submitted the Registration Form (the "Registrant(s)") will be entitled to collect a registration receipt ("electronic registration receipt" for online application) (the "Registration Receipt").
<ul> <li>5. 將會使用何種方法決定 揀選停車位的優先次序及</li> </ul>	「停車位認購登記表」只適用於登記人本人及不能轉讓。 The Registration Form is personal to the Registrant and shall not be transferable. A. <u>將會使用何種方法決定出售日揀選車位的優先次序</u> The method to be used to determine the order of priority in selecting
操選停単位的優先次序及 其抽籤日期 The Method to be used to Determine the Order of Priority in Selecting Parking Space(s) and Date of Balloting	Image: Internet to be used to determine the order of priority in selecting Parking Space(s) on the Date of Sale         申請將會分作兩組,(A組):優越住客車位認購權及(B組):一般         停車位認購,以組別計,(A組)將優先於(B組)揀選停車位,而每         一組別合資格的準業主或業主,將抽籤以決定揀選停車位的優先次         序,並於 2023 年 12 月 1 日(星期五)於相關時段分別出售。(見         下列第6部份)         The applications will be divided into 2 streams, (Group A) Premium Option to purchase Residential Parking Space and (Group B) Residential Parking
	Space purchase. Balloting will be used to determine the order of priority in selecting Parking Space(s) and the Sale will take place on 1 <sup>st</sup> December 2023 (Friday) in two different timeslots. (Refer to Section 6 below)         按有關項目住宅單位的價單, (A組):「優越住客車位認購權」的利益的合資格的準業         選擇並享有及持續享有「優越住客車位認購權」的利益的合資格的準業         主或業主。(B組):「一般停車位認購」人士指並沒擁有「優越住客         車位認購權」。
	The (Group A) of "Premium Option to purchase Residential Parking Space" means those Eligible Prospective Owner or Registered Owner who have chosen and entitled or continued to be entitled to the benefit of "Premium Option to purchase Residential Parking Space" under the relevant price lists of residential units of The Arles. The (Group B) of "Residential Parking Space" purchase means those Eligible Prospective Owner or Registered Owner who does not have the rights of "Premium Option to purchase Residential Parking Space".
	<ul> <li>B. <u>抽籤日期</u></li> <li><u>Date of Balloting</u></li> <li>於 2023 年 12 月 1 日(星期五)於相關出售時間即場抽籤及揀選車</li> <li>位(見下列第6部份)</li> <li>Ballot and select the Parking Space(s) on spot on 1st December 2023 (Friday)</li> </ul>

	at the relevant Time of Sale (Refer to Section 6 below)
	C. <u>未能出席</u> <u>Fail to Attend</u> 如登記人未能 2023 年 12 月 1 日(星期五)的指定時間出席及認購 停車位,該優先認購停車位自動失效。
	行单位, 該優元認購停单位百動大效。 In the event that the Registrant(s) fail to attend and select the Parking Space(s) at the designated time on 1 <sup>st</sup> December 2023 (Friday), the priority to purchase Parking Space(s) will lapse automatically.
6. 出售日期 Date of Sale	2023 年 12 月 1 日 (星期五) (以下簡稱「出售日」)
	報到時段 (A組):優越住客車位認購權:上午 10 時 30 分 - 11 時 (B組):一般停車位認購 :下午 2 時 - 2時 30分
	抽籤時段 (A組):優越住客車位認購權:上午 11 時後 (B組):一般停車位認購 :下午 2 時 30 分後
	1 <sup>st</sup> December 2023 (Friday) (the " <b>Date of Sale</b> ")
	Time of Report Arrival (Group A): Premium Option to purchase Residential Parking Space: 10:30 a.m. – 11 a.m. (Group B): Residential Parking Space purchase: 2 p.m. – 2:30 p.m.
	Time of Balloting (Group A): Premium Option to purchase Residential Parking Space: after 11 a.m. (Group B): Residential Parking Space purchase: after 2:30 p.m.
7. 出售地點 Place of Sale	<ul> <li>沙田火炭均背灣街1號「星凱・堤岸」會所 一 室内多功能運動場(以下簡稱「出售地點」)</li> <li>Arène Lab of Club Arles, The Arles, No. 1 Au Pui Wan Street, Fo Tan, Shatin (the</li> </ul>
	"Place of Sale")
8. 出售日報到程序 Check-in Procedure on Date of Sale	1. 登記人須要攜同以下文件報到:— Registrant(s) shall bring along the documents below for check-in:
	<ul> <li>(i) 由賣方發出之 (1) 登記收據(正本)或 (2) 經電郵確認之登記收據 (電子本);</li> <li>the (1) original Registration Receipt or (2) the "electronic registration receipt" sent through email issued by the Vendor;</li> </ul>
	(ii) 一張港幣\$100,000 抬頭為「羅文錦律師樓」的銀行本票及空白支 票;及
	a cashier order of HK\$100,000 made payable to "Lo and Lo" and cheque(s); and
	<ul> <li>(iii)登記人的身份證明文件。如登記人為個人,則其香港居民身份證或護照(正本)(視屬何種情況而定)。如登記人為公司,則(1)其有效商業登記證書(正本)(如適用);(2)其公司註冊證書(正本);(3)已於公司註冊處登記以顯示該公司當時的董事名單之文件(正本);及(4)該公司親臨出售地點之每一位董事的香港居民身</li> </ul>
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	<ul> <li>份證或護照(正本)(視屬何種情況而定)。</li> <li>Identity document(s) of the Registrant(s). If the Registrant(s) is/are individual(s), original of his/her/their Hong Kong Identity Card(s) or Passport(s) (as the case may be). If the Registrant(s) is/are company(ies), (1) <u>original</u> of it's/their valid Business Registration Certificate (if applicable); (2) <u>original</u> of it's/their Certificate of Incorporation; (3) <u>original</u> of documents filed with the Companies Registry showing the current list of director(s) of each company constituting that Registrant(s); and (4) <u>original</u> Hong Kong Identity Card(s) or Passport(s) (as the case may be) of each director(s) of that company attending the Place of Sale.</li> <li>2. 只有經賣方確認並核實身份後的登記人方有資格參與揀選停車位。</li> <li>Only those Registrants whose identities have been confirmed and verified by the Vendor shall be eligible for the selection of Parking Space(s).</li> <li>3. 如有爭議,賣方保留絶對權利決定登記人是否有資格參與揀選及購買停 車位。</li> <li>In case of dispute, the Vendor reserves its absolute right to determine whether a Registrant(s) is eligible to participate in selecting and purchasing the Parking Space(s).</li> </ul>
9. 揀選停車位程序	只有已根據上述第 8 部份已報到的登記人方可參與揀選停車位程序。 Only those Registrant(s) checked-in in accordance with section 8 above may
Procedure on selection of Parking Spaces	participate in the selection of Parking Space(s).
	登記人(如登記人為公司,則最少一位已被正式委任之董事)須根據抽籤 結果順序有秩序地及於合理時間內揀選於當時可供揀選的停車位。 Registrant(s) (if the registrant is a company, at least one of the director(s) duly appointed by the company registrant) may select the Parking Space(s) which is available for selection at the time of selection in the order of priority according to the ballot result sequence and in an orderly manner and within reasonable time.
10.價單及付款方法 Price List and Payment Method	賣方將於 2023 年 11 月 30 日(星期四)或之前於項目網站 www.thearles.com.hk 公布停車位價單。登記人可參閱停車位價單了解付款 方法。
	The Price List of the Parking Space(s) will be announced by the Vendor in the project website www.thearles.com.hk on or before 30 <sup>th</sup> November 2023 (Thursday). Registrant(s) can refer to the aforementioned Price List of the Parking Space(s) for the payment method.

合資格的準業主或業主、登記人及停車位買家須知: Important Notes to Eligible Prospective Owner or Registered Owner, Registrant(s) and purchaser of Parking Space(s):

1. 任何如享有「**優越住客車位認購權**」的合資格的準業主或業主不論任何原因沒有依照此銷售安排所規定 的時限、條款及方法認購停車位,其將會被視作放棄享有該「**優越住客車位認購權**」的權利,該合資格 的準業主或業主亦不會為此獲得任何補償。

Any Eligible Prospective Owner or Registered Owner who is entitled to the **"Premium Option to purchase Residential Parking Space"** fail(s) to purchase the Parking Space(s) according to the time limit, terms and manner as prescribed by this sales arrangements for whatever reason, he shall be deemed to give up his entitlement to the **"Premium Option to purchase Residential Parking Space"** and shall not be entitled to any compensation therefor.

2. 「停車位認購登記表」的登記人及簽訂停車位臨時買賣合約的買家須為同一人。

The Registrant(s) of the Registration Form and the purchaser(s) of the Parking Space(s) shall be the same person(s).

3. 如合資格的準業主或業主是超過一個人,則其中一位必須在「停車位認購登記表」列明為登記人及簽署 「停車位認購登記表」,而該位登記人亦須為停車位臨時買賣合約的買家(如適用)。 If the Eligible Prospective Owner or Registered Owner comprises more than one person, one of the persons

If the Eligible Prospective Owner or Registered Owner comprises more than one person, one of the persons shall be named as the Registrant(s) and signed in the Registration Form. And that person shall be named in the Preliminary Agreement for Sale and Purchase of the Parking Space(s) (if applicable).

4. 合資格的準業主或業主只可就其每一個「星凱・堤岸」住宅單位遞交一份「停車位認購登記表」並領取 一張登記收據。為免生疑問,每一個「星凱・堤岸」住宅單位只可有一份「停車位認購登記表」,賣方將 不會接納任何「星凱・堤岸」住宅單位遞交多於一份的「停車位認購登記表」。

Eligible Prospective Owner or Registered Owner can only submit ONE Registration Form for each of his residential unit(s) in The Arles and collect ONE Registration Receipt. For the avoidance of doubt, each residential unit in The Arles shall only have ONE Registration Form, the Vendor will not accept submission of more than ONE Registration Form from any each residential unit of The Arles.

5. 登記人憑每張登記收據可認購 1 個或不多於3個停車位。

The Registrant(s) shall be entitled to purchase One (1) Parking Space but no more than Three (3) Parking Spaces with each Registration Receipt.

6. 登記人可參閱已上載於項目網站 (http://www.thearles.com.hk) 的售樓說明書內的第十三部份的發展 項目中的停車位的樓面平面圖以了解各停車位的位置。

The Registrant(s) can refer to the Floor Plans of Parking Spaces in the Development under Section 13 of the Sales Brochure uploaded to the project website at http://www.thearles.com.hk to find out the location of the Parking Spaces.

7. 停車位將會以"現狀"出售。賣方建議各登記人於揀選停車位及簽署停車位臨時買賣合約前視察停車位 以了解各停車位的現狀及其四周環境。

The Parking Space(s) is sold on an "as is" basis. The Vendor advises each Registrant to conduct an on-site inspection of the Parking Space(s) to inspect the condition and the surrounding environment of each Parking Space(s) prior to selecting the Parking Space(s) and entering into the Preliminary Agreement for Sale and Purchase of the Parking Space(s).

8. 根據政府批地文件特別條款第(52)(a)條,該停車位不能:-

Under Special Condition No. (52)(a) of the Government Grant, the Parking Space(s) shall not be:-

- (a) 轉讓,除非 assigned except
  - (i) 連同賦予獨有使用及管有已經或將會在該地段上興建的建築物的住宅單位的權利的該 地段的不可分割份數;或

together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or

- (ii) 予本身已是該地段不可分割份數的擁有人擁有獨有使用及管有已經或將會在該地段上 興建的建築物的住宅單位的權利的人士;或
   to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
- (b) 租賃,除非是出租予已經或將會在該地段上興建的建築物的住宅單位的住戶。 underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

惟在任何情況下,不可將合共總數超過 3 個的住宅停車位及住宅電單車停車位轉讓或租賃給已經或將會 在該地段上興建的建築物的任何一個住宅單位的住戶。

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

9. 所有停車位只供用作停泊根據《道路交通條例》、其附例及修訂條例獲發並屬於 「星凱·堤岸」住宅單位的住戶及其真正訪客、探訪者及受邀人士的車輛停泊之用。

All Parking Space(s) shall not be used for any purpose other than for parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units of The Arles or their bona-fide guests, visitors or invitees.

- 10. 就上述條款第 8 及 9 條所訂,停車位買家須於簽訂臨時買賣合約之時聲明及保證如下:— In regards to clauses 8 and 9 hereinabove, purchasers of Parking Space(s) shall upon signing of the preliminary agreement for sale and purchase of the Parking Space(s) declare and warrant as follows:-
  - (a) 如停車位買家是「星凱・堤岸」住宅單位的註冊業主,於完成停車位買賣時,其停車位買家仍會 是「星凱・堤岸」住宅單位的註冊業主並會向賣方提供能滿足賣方要求之文書以證明已符合上 述的規定; 或
     If purchaser of Parking Space(s) is the registered owner(s) of residential unit(s) of The Arles, such

If purchaser of Parking Space(s) is the registered owner(s) of residential unit(s) of The Arles, such purchaser of Parking Space(s) shall remain as registered owner(s) of a residential unit(s) of The Arles upon completion of the sale and purchase of the Parking Space(s) and shall produce such documentary evidence(s) as required by the Vendor to prove compliance of the aforesaid requirements to the satisfaction of the Vendor; or

(b) 如停車位買家是合資格準業主,其停車位買家須根據「星凱·堤岸」住宅單位買賣協議的條款和 條件完成買賣該住宅單位並於完成停車位買賣時,其停車位買家已完成該「星凱·堤岸」住宅單 位的買賣並成為業主及會向賣方提供能滿足賣方要求之文書以證明已符合上述的規定。在任何情 況下,停車位的成交日不可早於該「星凱·堤岸」住宅單位的成交日。

If purchaser of Parking Space(s) is eligible prospective owner, such purchaser of Parking Space(s) shall complete the sale and purchase of a residential unit of The Arles in accordance with the terms and conditions of the Agreement for Sale and Purchase of such residential unit and become the owner of such residential unit upon completion of the sale and purchase of the Parking Space(s) and shall produce such documentary evidence(s) as required by the Vendor to prove compliance of the aforesaid requirements to the satisfaction of the Vendor. PROVIDED ALWAYS that the date of completion of the sale and purchase of such residential unit.

如果有任何違反前述聲明及保證的行為,停車位買家須賠償賣方因停車位買家違反停車位買家作 出之保證且未能兌現保證之一切損失、補償、法律行動、訴訟、費用及開支。 Should there be any breach of the aforesaid declarations and warranties, the purchaser of Parking

Should there be any breach of the aforesaid declarations and warranties, the purchaser of Parking Space(s) shall indemnify and keep the Vendor indemnified for any loss, damages, claims, proceedings, costs and expenses suffered by the Vendor as the result of such breach.

11.有關停車位買賣之律師費、印花稅、登記費、雜費及其他費用均由買方支付。

All legal costs and disbursements, stamp duty, registration fee and other costs and expenses of and incidental to the sale and purchase of Parking Space(s) shall be borne by the Purchaser(s).

12. 賣方保留權利修改上述銷售安排。

The Vendor reserves the right to change the above sales arrangements.

13. 如任何情况下沒有遵守上述程序及如有任何爭議,賣方保留絕對酌情權作出任何決定。

In any circumstances where the procedure is not adhered to and in case of any dispute, the Vendor reserves its absolute discretion to make any decision.

14. 如本銷售安排中英文版本有異,一概以英文版本為準。

In case of any discrepancy between the Chinese and English versions of this Sales Arrangements, the English version shall prevail.