

Power of Attorney for Signing PASP only

POINTS TO NOTE:-

- **To purchase one or more residential properties and/or residential car parking spaces and/or residential motor cycle parking spaces in THE ARLES, whether in his/her sole name or jointly with any other person(s) (including the attorney).**
- **To attend sales office, select unit(s), select payment plans etc, enter into PASP(s) and other ancillary documents.**
- **To sign Preliminary Agreement for Sale and Purchase ("PASP") only. The Purchaser is required to sign the formal Agreement for Sale and Purchase ("ASP") personally or execute another Power of Attorney for signing the ASP only.**
- **Not to delegate his/her powers to any person.**
- **An original Power of Attorney executed by the Purchaser and attested by a solicitor practicing in Hong Kong should be produced for checking before the signing of the PASP. If the Power of Attorney is executed abroad, further requirements on attestation is required.**
- **The Power of Attorney cannot be used for mortgage loan applications.**
- **The Purchaser is advised to instruct his own solicitors. The Vendor's solicitors will not act for him in the preparation of the Power of Attorney and may not be able to act for him in the subsequent purchase.**
- **This sample form of Power of Attorney is for reference only and shall be amended to suit your actual circumstances. Nothing herein shall be regarded as the provision of any legal advice to you.**
- **Potential Purchasers and/or Donors of Power of Attorney are urged to seek independent legal advice from his/her/their own solicitors in relation to this Notes and any sample Powers of Attorney as may be provided to him/her/them. The Vendor and the Vendor's agents, employees and solicitors shall not be liable or responsible for any loss or damage that may be suffered by any person in relation to this Notes or the said samples.**

THIS POWER OF ATTORNEY dated the [] day of [] made

By me/us whose particulars are set out in Schedule 1

WHEREAS I am/we are desirous of appointing an attorney to select and purchase one or more property(ies) of the development (the “**Development**”) more particularly described in Schedule 2 (hereinafter referred to collectively as the “**Property**”) from the vendor of the Development whose particulars are set out in Schedule 1 (the “**Vendor**”), in my/our sole name or jointly with any other persons (including, without limitation to, the Attorney as defined below) (the “**co-purchaser(s)**”).

NOW THIS DEED WITNESSETH THAT:-

1. I/we do hereby nominate constitute and appoint the person whose particulars are set out in Schedule 1 (hereinafter called my/our “**Attorney**”) to be my/our true and lawful attorney for me/us and whether in my/our name(s) or jointly with the co-purchaser(s) to do and perform all or any of the following acts and things that is to say:-
 - (a) To submit registration of intent / registration slip and/or other documents to the Vendor and/or take such action(s) in accordance with the information on sales arrangements issued by the Vendor from time to time for the Development (the “**Sales Arrangements**”).
 - (b) To attend the sales office of the Development to select and purchase the Property in accordance with the Sales Arrangements.
 - (c) To select the payment plan, financial advantages (if any), gifts (if any) and benefits (if any) for the purchase of the Property in accordance with the price lists issued by the Vendor from time to time for the Development and to sign any application form and contract in connection therewith but excluding the application form(s) for the mortgage loan offer(s) (if any).
 - (d) To sign the Preliminary Agreement for Sale and Purchase (“**PASP**”) between the Vendor (as vendor) and myself/ourselves or jointly with the co-purchaser(s) (as purchaser) with respect to the sale and purchase of the Property and such other ancillary documents, acknowledgment, declaration and/or confirmation as may be requested by the Vendor in connection with the purchase of the Property (but excluding the application form(s) for the mortgage loan offer(s) (if any)).
 - (e) To pay the preliminary deposit due and payable by me/us to the Vendor pursuant to the terms of the PASP.
 - (f) To do all other acts and things (including to sign all contracts and other deeds documents and writings and to sign seal and as my/our act and deed deliver and execute on my behalf all other deeds and instruments) which my Attorney may think necessary for selecting and purchasing the purchase in my/our name(s) of the Property or jointly with my/our co-purchaser(s) pursuant to the PASP.

And for the avoidance of doubt, the Attorney shall not have the power or authority to execute the agreement for sale and purchase and/or assignment of the Property for my behalf/our behalves.

2. I/we do hereby declare that all and every receipts deeds matters and things which shall be by my/our Attorney given made signed executed or done for the aforesaid purposes shall be as good valid and effectual to all intents and purposes whatsoever as if the same had been signed sealed delivered given or made or done by me/us in my/our own proper person(s).
3. I/We acknowledge and intend that the Vendor shall rely and act upon this Power of Attorney and I/we shall indemnify the Vendor and keep the Vendor indemnified against any and all costs, claims and liabilities which the Vendor may incur as a result of anything done by the Attorney in the exercise of any of the powers conferred, or purported to be conferred, on him/her by this Power of Attorney.
4. I/we undertake at all times to ratify and confirm whatsoever my/our Attorney shall lawfully do or cause to be done in or concerning the Property by virtue of this Power of Attorney including whatsoever shall be done between the revocation of these presents by any means and the time of such revocation becoming known to my/our Attorney.

5. In the event of my/our revocation of these presents, I/we undertake to notify the Vendor by delivering, posting or faxing a written notice of such revocation to the Vendor's address and facsimile number as follows:-

Centralcon (Fo Tan) Company Limited
14th Floor,
Everbright Centre,
108 Gloucester Road, Wan Chai,
Hong Kong.
Facsimile No.: +852 3180 4801

For the purpose of this Clause, any notice shall be deemed to have been validly given on the date of delivery if delivered by hand; if sent by post, one (1) business day after it was put into the post; or if sent by fax, on the date of transmission, if transmitted before 4:30 p.m. on any business day, and in any other case on the business day following the date of transmission.

6. The Attorney shall have no right of substitution and shall not delegate the powers herein conferred upon him to other person.
7. For the purpose of the Residential Properties (First-hand Sales) Ordinance (Cap. 621), I/we confirm our relationship with the Vendor as set out in Schedule 1 and I/we have read and fully understand the definition of "related party" as set out in Schedule 3. I/we hereby declare and confirm that the above information provided is true and accurate. If any information as provided by me/us needs to be revised or has been changed, I/we agree and undertake to notify the Vendor by delivering, posting or faxing a written notice to the Vendor's address and facsimile number mentioned in Clause 5 above as soon as possible.
8. In this Power of Attorney, if the context permits or requires, words importing the singular include the plural and vice versa, words importing a gender include every gender and words importing persons only include corporations. Any reference to a Clause or Schedule, unless the context otherwise requires, is a reference to the Clause or Schedule to this Power of Attorney.
9. This Power of Attorney shall be governed by the law of the Hong Kong Special Administrative Region.

IN WITNESS whereof I/we have hereunto set my/our hand(s) and seal the day and year first above written.

Schedule 1

My/Our particulars:

English Name:	
Chinese Name:	
Address:	
HKID / Passport No.:	
中华人民共和国居民身份 证公民身份号码:	
中华人民共和国往来港澳 通行证号码:	
Whether a related party to the Vendor (as defined in <u>Schedule 3</u>)	<input type="checkbox"/> YES <input type="checkbox"/> NO

The particulars of my/our Attorney:

English Name:	
Chinese Name:	
Address:	
HKID No./ Passport No. / 中华人民共和国居民身份 证公民身份号码 /中华人 民共和国往来港澳通行证 号码:	

The particulars of the Vendor:

CENTRALCON (FO TAN) COMPANY LIMITED (中洲(火炭)有限公司) whose registered office in Hong Kong is situate at 14/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong.

Schedule 2

The Development:

THE ARLES (星凱 • 堤岸), erected or to be erected on The Remaining Portion of Sha Tin Town Lot No. 576.

The Property:

One or more of the residential properties and/or residential car parking spaces and/or residential motor cycle parking spaces in the Development offered to be sold by the Vendor under any subsisting Sales Arrangements.

Schedule 3

Definition of “related party”:

For the purposes of the Residential Properties (First-hand Sales) Ordinance (Cap. 621), a person is a related party to the Vendor if that person is:

- (a) a director of the Vendor, or a parent, spouse or child of such a director;
- (b) a manager of the Vendor;
- (c) a private company of which such a director, parent, spouse, child or manager is a director or shareholder;
- (d) an associate corporation or holding company of the Vendor;
- (e) a director of such an associate corporation or holding company, or a parent, spouse or child of such a director; or
- (f) a manager of such an associate corporation or holding company.

「有關連人士」的定義：

就《一手住宅物業銷售條例》(第 621 章)而言，如有以下情況，某人即屬賣方的「有關連人士」：

- (a) 該人是賣方的董事，或該董事的父母、配偶或子女；
- (b) 該人是賣方的經理；
- (c) 該人是上述董事、父母、配偶、子女或經理屬其董事或股東的私人公司；
- (d) 該人是賣方的有聯繫法團或控權公司；
- (e) 該人是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
- (f) 該人是上述有聯繫法團或控權公司的經理。

Signing Page

SIGNED SEALED and DELIVERED by)
)
)
)
)
who having been previously identified by Hong Kong)
Identity Card(s) / Passport(s) /)
No(s). _____ /)
中华人民共和国居民身份证公民身份号码)
_____ /)
中华人民共和国往来港澳通行证号码)
_____)
in the presence of:-)

[Note: The witness must be a solicitor practising in Hong Kong]

The specimen signature of the Attorney)
)

INTERPRETED by:-