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一手住宅物業買家須知 NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

01

您在購置一手住宅物業之前,應留意下列事項:

#### 適用於所有一手住宅物業

#### 1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址:www.srpe.gov.hk),參考「銷售資訊網」 內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊,包括售樓說明書、價單、載有銷售安排的文件,及成交紀錄冊。
- 發展項目的售樓說明書,會在該項目的出售日期前最少七日向公眾發布,而有關價單和銷售安排,亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站,以及「銷售資訊網」內,均載有有關物業成交資料的成交紀錄冊,以供查閱。

#### 2. 費用、按揭貸款和樓價

- · 計算置業總開支,包括律師費、按揭費用、保險費,以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款,然後選擇合適的還款方式,並小心計算按揭貸款金額,以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格,以作比較。
- 向賣方或地產代理瞭解,您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有) 、特別基金金額(如有)、補還的水、電力及氣體按金(如有)、以及/或清理廢料的費用(如有)。

#### 3. 價單、支付條款,以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售,因此應留意有關的銷售安排,以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品,或任何財務優惠或利益,上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃,在簽訂臨時買賣合約前,應先細閱有關價單內列出的按揭貸款計劃資料」。如就該些按揭貸款計劃的詳情有任何疑問,應在簽訂臨時買賣合約前,直接向有關財務機構查詢。

#### 4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料,以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」),賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言,實用面積指該住宅物業的樓面面積,包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積:(i)露台;(ii)工作平台;以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積,即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖,均須述明每個住宅物業的外部和內部尺寸<sup>2</sup>。售樓說明書所提供有關住宅物業外部和內部尺寸,不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具,應留意這點。
- 親臨發展項目的所在地實地視察,以了解有關物業的四周環境(包括交通和社區設施);亦應查詢有否任何城市規劃方案和議決,會對有關的物業造成影響;參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖,以及橫截面圖。

#### 5. 售樓説明書

- 確保所取得的售樓說明書屬最新版本。根據條例,提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書,並須特別留意以下資訊:
- 售樓說明書內有否關於「有關資料」的部分,列出賣方知悉但並非為一般公眾人士所知悉,關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意,已在土地註冊處註冊的文件,其內容不會被視為「有關資料」;
- 横截面圖會顯示有關建築物相對毗連該建築物的每條街道的横截面,以及每條上述街道與已知基準面和 該建築物最低的一層住宅樓層的水平相對的水平。横截面圖能以圖解形式,顯示出建築物最低一層住宅 樓層和街道水平的高低差距,不論該最低住宅樓層以何種方式命名;
- 室內和外部的裝置、裝修物料和設備;
- 管理費按甚麼基準分擔;
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開 支,以及有關公眾休憩用地或公共設施的位置;以及
- 小業主是否須要負責維修斜坡。

#### 6. 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供 政府批地文件和公契(或公契擬稿)的複本,供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

#### 7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」,您可從該「消耗表」 得悉在每個銷售日的銷售進度資料,包括在該個銷售日開始時有哪些住宅物業可供出售,以及在該個銷售 日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言,倉卒簽立臨時買賣合約。

#### 8. 成交紀錄冊

- · 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內,於紀錄冊披露該臨時買賣合約的 資料,以及於買賣合約訂立後一個工作天內,披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目 的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

#### 9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備,須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積,而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時,您須向擁有人(即賣方)支付樓價5%的臨時訂金。
- ·如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內,沒有簽立買賣合約,該臨時買賣合約即告終止,有關臨時訂金(即樓價的5%)會被沒收,而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。

- 在訂立臨時買賣合約後的五個工作日之內,倘您簽立買賣合約,則擁有人(即賣方)必須在訂立該臨時 買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金,應付予負責為所涉物業擔任保證金保存人的律師事務所。

#### 10. 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前,賣方不得尋求或接納任何對有關 住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前,賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確 選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

#### 11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理,以協助銷售其發展項目內任何指明住宅物業,該發展項目的 價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理),以協助您購置發展項目內任何指明住宅物業;您亦可不委託任何地產代理。
- 委託地產代理以物色物業前,您應該 —
- 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事,倘發生利益衝突,未必能夠保 障您的最大利益;
- 了解您須否支付佣金予該地產代理。若須支付,有關的佣金金額和支付日期為何;以及
- 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問,應要求該地產代理或營業員出示其 「地產代理證」,或瀏覽地產代理監管局的網頁(網址:www.eaa.org.hk),查閱牌照目錄。

#### 12. 委聘律師

- 考慮自行委聘律師,以保障您的利益。該律師若同時代表賣方行事,倘發生利益衝突,未必能夠保障您的最大利益。
- 比較不同律師的收費。

#### 適用於一手未落成住宅物業

#### 13. 預售樓花同意書

 治購地政總署「預售樓花同意方案」下的未落成住宅物業時,應向賣方確認地政總署是否已就該發展項目 批出「預售樓花同意書」。

#### 14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀,但賣方如為某指明住宅物業設置示範單位,必須首先 設置該住宅物業的無改動示範單位,才可設置該住宅物業的經改動示範單位,並可以就該住宅物業設置 多於一個經改動示範單位。
- · 參觀示範單位時,務必視察無改動示範單位,以便與經改動示範單位作出比較。然而,條例並沒有限制 賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時,應已提供有關發展項目的售樓說明書。因此,緊記先行索取售樓說明書,以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度,並在無改動示範單位內拍照或拍攝影片,惟在確保示範單位參觀者人身安全的前提下,賣方可能會設定合理的限制。

#### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

- · 查閱售樓說明書中有關發展項目的預計關鍵日期3。
- 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」必定 較發展項目的預計關鍵日期遲。

#### • 收樓日期

- 條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內,以 書面為發展項目申請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。
- ▶如發展項目屬地政總署預售樓花同意方案所規管,賣方須在合格證明書或地政總署署長的轉讓同意 發出後的一個月內(以較早者為準),就賣方有能力有效地轉讓有關物業一事,以書面通知買 家;或
- ▶如發展項目並非屬地政總署預售樓花同意方案所規管,賣方須在佔用文件(包括佔用許可證)發出後的六個月內,就賣方有能力有效地轉讓有關物業一事,以書面通知買家。
- 條例規定買賣合約須載有強制性條文,列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。 有關物業的買賣完成後,賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
- 條例規定買賣合約須載有強制性條文,列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後,批予在預計關鍵日期之後,完成發展項目:
- ▶ 工人罷工或封閉工地;
- ▶ 暴動或內亂;
- ▶ 不可抗力或天災;
- ▶ 火警或其他賣方所不能控制的意外;
- ▶ 戰爭;或
- > 惡劣天氣。
- 發展項目的認可人士可以按情況,多於一次批予延後預計關鍵日期以完成發展項目,即收樓日期可能 延遲。
- 條例規定買賣合約須載有強制性條文,列明賣方須於認可人士批予延期後的14日內,向買家提供有關 延期證明書的文本。
- 如對收樓日期有任何疑問,可向賣方查詢。

#### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

• 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

#### 17. 參觀物業

- 購置住宅物業前,確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行,則 應參觀與有關物業相若的物業,除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應 仔細考慮,然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有,或為確保物業參觀者的人身安全而須設定合理限制,您可以對該物業進行量度、拍照或拍攝影片。

一手住宅物業買家須知 NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

網址: www.srpa.gov.hk 電話: 2817 3313

電郵 : enquiry\_srpa@hd.gov.hk

傳真: 2219 2220

#### 其他相關聯絡資料:

消費者委員會

網址: www.consumer.org.hk

電話: 2929 2222

電郵 : cc@consumer.org.hk

傳真: 2856 3611

#### 地產代理監管局

網址 : www.eaa.org.hk

電話: 2111 2777 電郵: enquiry@eaa.org.hk

傳真: 2598 9596

#### 香港地產建設商會

按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化,以及申請人須繳付的手續費。

任何與賣方銷售受條例所規管的一手住字物業有關的投訴和查詢,請與一手住字物業銷售監管局聯絡

- <sup>2</sup> 根據條例附表1第1部第10(2)(d)條述明,售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 —
- (i) 每個住宅物業的外部尺寸;
- (ii) 每個住宅物業的內部尺寸;
- (iii) 每個住宅物業的內部間隔的厚度;
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條,如有關發展項目的經批准的建築圖則,提供條例附表1第1部第10(2)(d)條所規定的資料,樓面平面圖須述明如此規定的該資料。

3 一般而言,「關鍵日期」指該項目符合批地文件的條件的日期,或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

You are advised to take the following steps before purchasing first-hand residential properties.

#### For all first-hand residential properties

#### 1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

#### 2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

#### 3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans<sup>1</sup> as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

#### 4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal

dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.

• Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
- whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named:
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

#### 6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

#### 7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

一手住宅物業買家須知 NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

#### 8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a
  PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must,
  within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of
  the ASP in the register of transactions. Check the register of transactions for the concerned development to learn
  more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

#### 9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of 5% of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

#### 10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

#### 11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to
  act in the purchase of any specified residential property in the development, and may also not appoint any estate
  agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
- find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
- find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
- note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

#### 12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

#### For first-hand uncompleted residential properties

#### 13. Pre-sale Consent

• For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

#### 4. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

#### For first-hand uncompleted residential properties and completed residential properties pending compliance

#### 15. Estimated material date and handing over date

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
- The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
- For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
- ➤ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
- > strike or lock-out of workmen;
- riots or civil commotion;
- Force majeure or Act of God;
- Fire or other accident beyond the vendor's control;
- war; or
- inclement weather.
- The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

#### For first-hand completed residential properties

#### 16. Vendor's information form

• Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

#### 17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website : www.srpa.gov.hk Telephone : 2817 3313

Email : enquiry\_srpa@hd.gov.hk

Fax : 2219 2220

# Other useful contacts: Consumer Council

#### Website : www.consumer.org.hk

Telephone : 2929 2222

Email : cc@consumer.org.hk

Fax : 2856 3611

Fax

#### Estate Agents Authority

Website : www.eaa.org.hk
Telephone : 2111 2777

Email : enquiry@eaa.org.hk

Fax : 2598 9596

#### Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 Fax : 2845 2521

- The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.
- <sup>2</sup> According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following -
- (i) the external dimensions of each residential property;
- (ii) the internal dimensions of each residential property;
- (iii) the thickness of the internal partitions of each residential property;
- (iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

## 發展項目,曉尚的資料 INFORMATION ON THE DEVELOPMENT, HIGH POINT

街道名稱及門牌號數 : 大埔道188號

樓層總數 : 31層(不包括天台)

**樓層號數** : 地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓及35樓

**被略去的樓層** : 不設4、13、14、24及34樓

庇護層 : 設於天台樓層

Name of the street and the street number : No. 188 Tai Po Road

**Total number of storeys** : 31 storeys (excluding roof)

Floor numbering : G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F and 35/F

**The omitted floor numbers** : 4/F, 13/F, 14/F, 24/F and 34/F are omitted

**Refuge floor** : Located at roof floor

## 賣方及有參與發展項目的其他人的資料 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方 : 雋偉有限公司(亦為擁有人)(其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙

耀置業有限公司、Good Time Limited及Broadwin Int'l Limited)

<mark>認可人士</mark> : 李景勳・雷煥庭建築師有限公司的梁向軍先生(梁向軍先生為李景勳・雷煥庭建築師有限

公司的董事)

**承建商** : 恒達建築有限公司

賣方代表律師 : 中倫律師事務所

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構的名稱:

不適用

已為發展項目的建造提供貸款的任何其他人的姓名或名稱:

恒基兆業地產代理有限公司(註:該項貸款經已全部清還)

ıdor

**Building Contractor** 

: Gentway Limited (also as the owner)(whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Broadwin

Int'l Limited).

Authorized Person for the Development: Mr. Leung Heung Kwan, Ellis of Andrew Lee King Fun & Associates

Architects Limited (Mr. Leung Heung Kwan, Ellis is a director of Andrew Lee King Fun & Associates Architects Limited)

: Heng Tat Construction Company Limited

**Vendor's Solicitors** : Zhong Lun Law Firm

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Development:

Not applicable

Any other person who has made a loan for the construction of the Development

Henderson Real Estate Agency Limited (Note: such a loan has been fully repaid)

6

# 有參與發展項目的各方的關係 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

發展項目的承建商恒達建築有限公司屬於賣方及其所有的控權公司的有聯繫法團。

除上述註明外,《一手住宅物業銷售條例》附表1第1部第3(2)及(4)條規定的資料不適用於發展項目。

Building contractor of the Development, Heng Tat Construction Company Limited is an associate corporation of the vendor and all its holding companies.

The information as required under section 3(2) & (4) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordiance are not applicable to the development except those specified above.

# 發展項目的設計的資料 INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目將會有非結構的預製外牆構成圍封牆的一部份。

There are non-structural prefabricated external walls forming part of the enclosing walls of the development.

每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

The range of thickness of the non-structural prefabricated external walls of each block is 150mm.

發展項目將會有構成圍封牆的一部分的幕牆,每幢建築物的幕牆的厚度範圍為300毫米(一樓)。

There are curtain walls forming part of the enclosing walls of the development. The range of thickness of the curtain walls of each building is 300mm (1/F).

每個住宅物業的幕牆的總面積:不適用。

The total area of the curtain walls of each residential property: not applicable.

#### 非結構的預製外牆面積表 Area schedule of non-structural prefabricated external wall

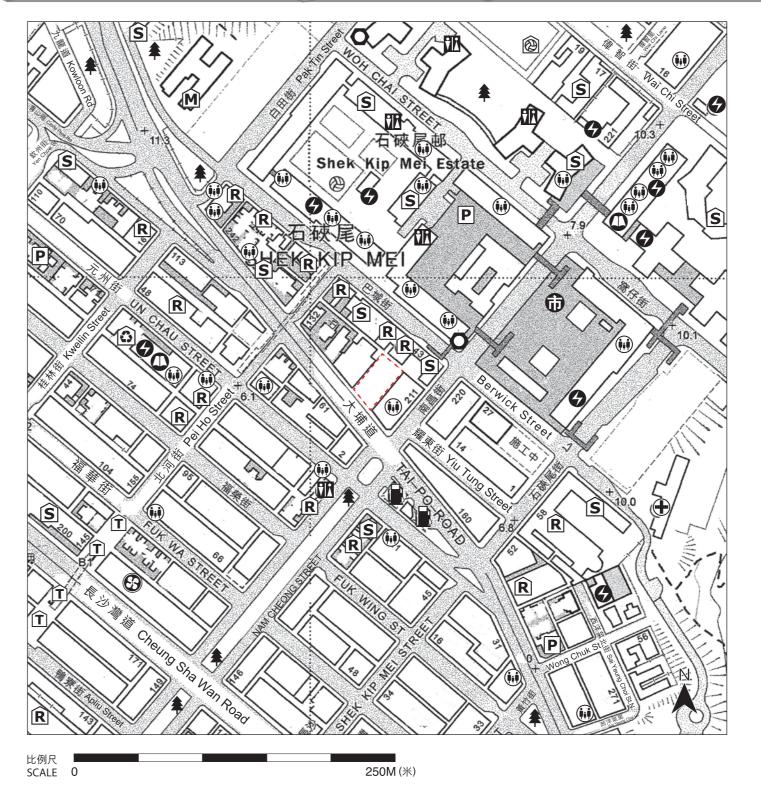
樓層 Floor	單位 Unit	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of the non-structural prefabricated external walls of each residential property(sq.m.)
	A	1.174
3/F	В	1.890
	С	0.641
	D	0.926
	Е	0.971
	A	1.174
5/F-33/F	В	1.890
(共26層)	С	0.626
(26 storeys)	D	0.941
	Е	0.971
	A	2.321
35/F	В	1.989
	С	1.362

## 物業管理的資料 INFORMATION ON PROPERTY MANAGEMENT

**管理人** : 恒益物業管理有限公司,根據已簽立的公契,獲委任為發展項目的管理人。

Manager: Hang Yick Properties Management Limited, appointed as the Manager of the development under the deed of mutual covenant that has been executed.

## 發展項目的所在位置圖 LOCATION PLAN OF THE DEVELOPMENT



發展項目的地界線 boundary line of the development

● 診療所 clinic

●書館 library

市場(包括濕貨市場及批發市場)
market (including wet market and wholesale market)

petrol filling station

**今** 發電廠(包括電力分站) power plant (including electricity sub-stations)

P 公眾停車場(包括貨車停泊處) public carpark (including lorry par public carpark (including lorry park)

公廁

public convenience

public park

☆ 公共交通總站(包括鐵路車站)
public transport terminal (including rail station)

○ 公用事業設施裝置 public utility installation

宗教場所(包括教堂、廟宇及祠堂) religious institution (including church, temple and Tsz Tong)

垃圾收集站 refuse collect refuse collection point

**S** 學校(包括幼稚園) school (including kir school (including kindergarten)

社會福利設施(包括老人中心及弱智人士護理院) social welfare facilities (including elderly centre and home for the mentally disabled)

體育設施(包括運動場及游泳池) sports facilities (including sports ground and swimming pool)

香港鐵路通風井 ventilation shaft for the Mass Transit Railway

地圖版權屬香港特區政府,經地政總署准許複印,版權特許編號(57/2016)。

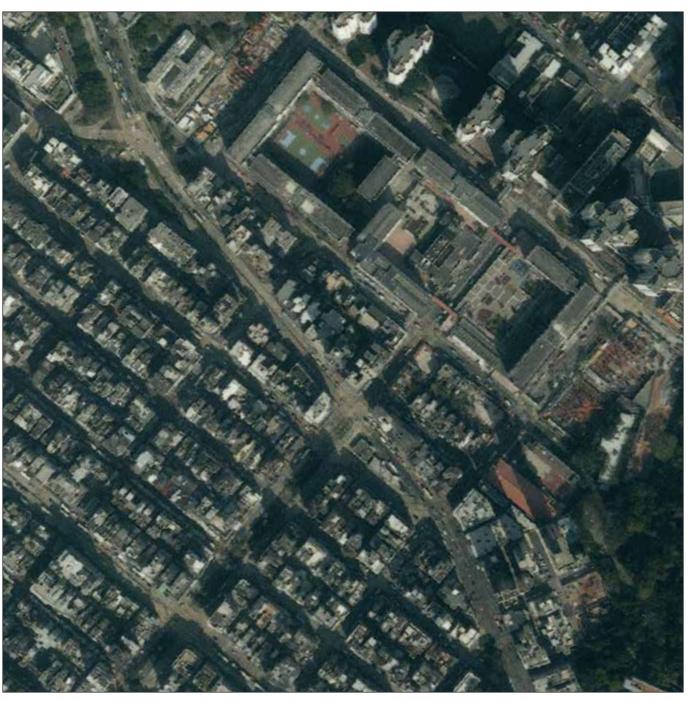
The map reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR. Licence No.(57/2016)

此所在位置圖摘錄自地政總署測繪處地圖組別HP5C,編號11-NW-B,複印後並經修正處理。

This location plan is adopted from part of the scale map from Survey and Mapping Office of Lands Department with Series HP5C, Sheet Number 11-NW-B and adjustment is made where necessary.

備註:因技術性問題,此所在位置圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note: Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



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摘錄自地政總署測繪處於2017年1月25日在深水埗6,900呎飛行高度拍攝之鳥瞰照片,編號為E013714C。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height 6,900 feet in Sham Shui Po. Photo No. E013714C, dated 25th January 2017.

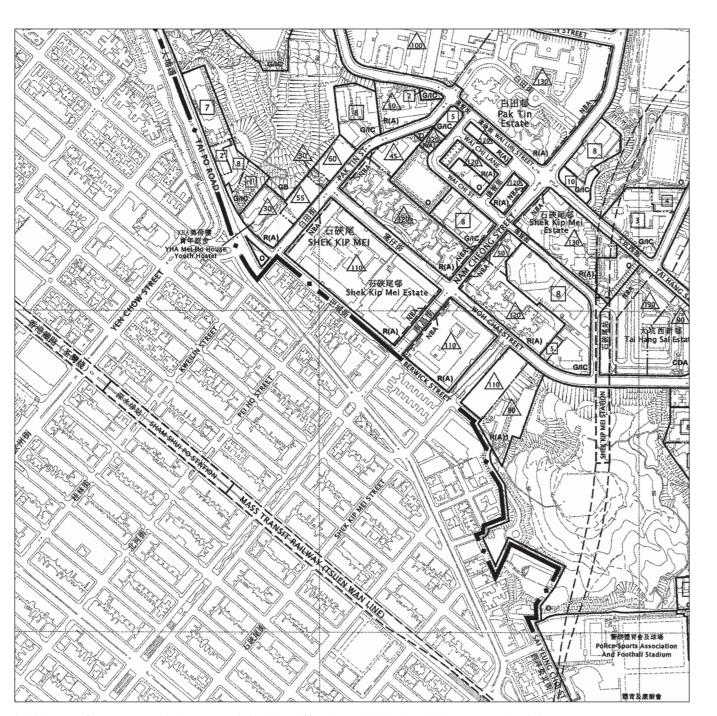
備註:

因技術性問題,此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。

#### Note

Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

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摘錄自2015年7月24日刊憲之石硤尾(九龍規劃區第4區)分區計劃大綱核准圖,圖則編號為S/K4/29。 Adopted from part of the approved Shek Kip Mei (Kowloon Planning Area No.4) Outline Zoning Plan with plan No. S/K4/29 gazetted on 24th July 2015.

# **NOTATION**

#### 地帶 ZONES 其他 MISCELLANEOUS 綜合地帶發展區 規劃範圍界線 CDA | COMPREHENSIVE DEVELOPMENT BOUNDARY OF PLANNING SCHEME R(A) 住宅(甲類) RESIDENTIAL (GROUP A) 建築物高度管制區界線 BUILDING HEIGHT CONTROL R(B) 住宅(乙類) RESIDENTIAL (GROUP B) ZONE BOUNDARY 最高建築物高度(在主水平基準上 R(C) 性性(内類) RESIDENTIAL (GROUP C) MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL 政府、機構或社區 G/IC GOVERNMENT, INSTITUTION OR DATUM) COMMUNITY 最高建築物高度(樓層數目) MAXIMUM BUILDING HEIGHT OPEN SPACE (IN NUMBER OF STOREYS) OU 其他指定用途 OTHER SPECIFIED USES GB 綠色地帶 GREEN BELT 鐵路及車站(地下) RAILWAY AND STATION (UNDERGROUND) 主要道路及路口 高架道路 ELEVATED ROAD 西北面的用地的建築物高度限制,

#### PETROL FILLING STATION NON- BUILDING AREA A項-把位於白田街與窩仔街交界處 西南面的用地的建築物高度限制, 交通 COMMUNICATIONS 由主水平基準上30米修改為主水平 基準上55米。 ITEM A – AMENDING THE BUILDING HEIGHT RESTRICTION FOR THE SITE TO THE SOUTHWEST OF THE PAK TIN STREET/WOH CHAI STREET MAJOR ROAD AND JUNCTION JUNCTION FROM 30MPD TO 55MPD. B項一把位於白田街與窩仔街交界處

基準上60米。 ITEM B – AMENDING THE BUILDING HEIGHT RESTRICTION FOR THE SITE TO THE NORTHWEST OF THE PAK TIN STREET/WOH CHAI STREET JUNCTION FROM 30MPD TO 60MPD.

由主水平基準上30米修改為主水平

由於技術問題,此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Due to technical reasons, this approved Outline Zoning Plan has shown more than the area required under the Residential Properties

# SHEK KIP MEI

摘錄自2016年12月16日刊憲之長沙灣(九龍規劃區第5區)分區計劃大綱核准圖,圖則編號為S/K5/37。 Adopted from part of the approved Cheung Sha Wan (Kowloon Planning Area No.5) Outline Zoning Plan with plan No. S/K5/37 gazetted on 16th December 2016.

# **NOTATION**

#### 地帶 ZONES

CDA	COMPREHENSIVE DEVELOPMENT AREA
R(A)	住宅(甲類) RESIDENTIAL (GROUP A)
R(B)	住宅(乙類) RESIDENTIAL (GROUP B)
R(C)	住宅(丙類) RESIDENTIAL (GROUP C)
	政府、機構或社區

G/IC GOVERNMENT, INSTITUTION OR COMMUNITY

| 休憩用地 | OPEN SPACE

综合地帶發展區

OU 其他指定用途 OTHER SPECIFIED USES

GB 綠色地帶 GREEN BELT

#### 交通 COMMUNICATIONS

RAILWAY AND STATION (UNDERGROUND) \_\_」 \_\_\_\_ 主要道路及路□

エヌ思師及即
 MAJOR ROAD AND JUNCTION

高架道路 ELEVATED ROAD

由於技術問題,此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Due to technical reasons, this approved Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

其他 MISCELLANEOUS

規劃節圍界線 **──** BOUNDARY OF PLANNING SCHEME

市區重建局發展計劃圖範圍 URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN

建築物高度管制區界線 ----- BUILDING HEIGHT CONTROL

ZONE BOUNDARY

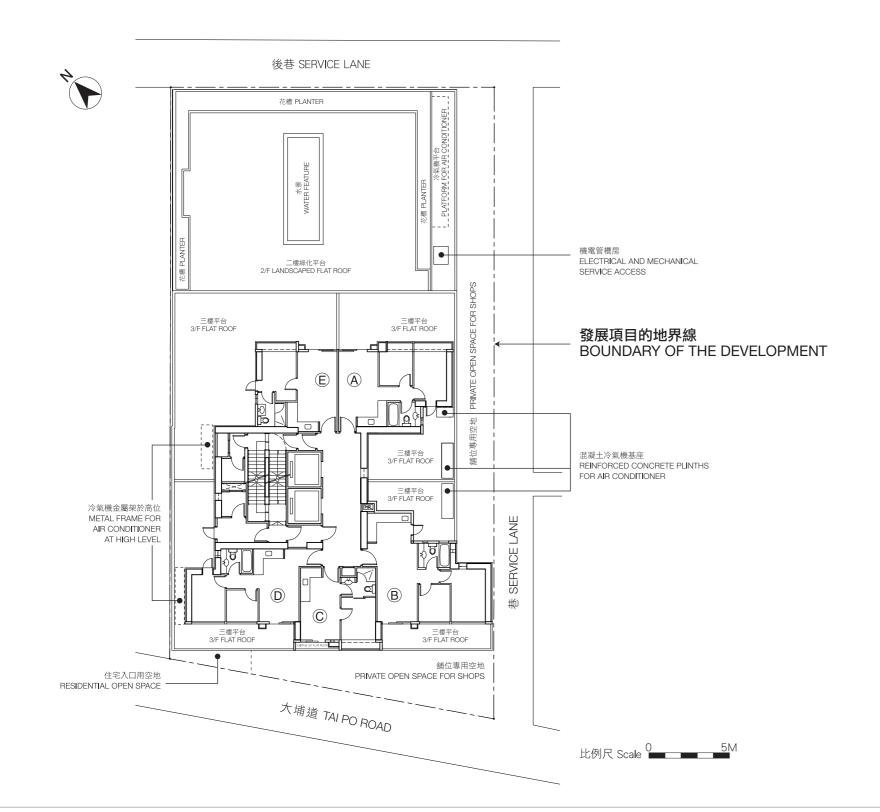
最高建築物高度(在主水平基準上

MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL

DATUM) 最高建築物高度(樓層數目) MAXIMUM BUILDING HEIGHT

(IN NUMBER OF STOREYS) 加油站 PETROL FILLING STATION

ルBA が建築用坯 NON- BUILDING AREA



# 3/F 三樓平面圖 Floor Plan

每個住宅物業	樓層 Floor	單位 Units					
Each Residential Property		A	В	С	D	Е	
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	3/F -	150, 175	175, 200, 225	175	175, 200	150, 175	
層與層之間的高度(毫米) Floor-to-Floor Height(mm)		3125					

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

H.R. Hose reel 消防喉轆

P.D. Pipe duct 管槽

W.M.C. Water meter cabinet 水錶櫃

B.W. Bay Window 窗台

Built-in fittings provided in the units 隨樓附送的嵌入式裝置

列尺 Scale 5M

平面圖所列之數字為以毫米標示之建築結構尺寸。

The dimensions in floor plans are all structural dimensions in millimeter.

備註:平台空白位置為供維修大廈設備使用的公用地方。

Note: Blank areas on flat roof are common areas for building facility maintenance.



# 5/F to 19/F 五樓至十九樓平面圖 Floor Plan

每個住宅物業	樓層 Floor	單位 Units						
Each Residential Property		A	В	С	D	Е		
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	5-19/F	150, 175	175, 200, 225	175	175, 200	150, 175		
層與層之間的高度(毫米) Floor-to-Floor Height(mm)	3 17/1	3125						

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

A/C Air-conditioning platform 冷氣機位平台

H.R. Hose reel 消防喉轆 P.D. Pipe duct 管槽

W.M.C. Water meter cabinet 水錶櫃

B.W. Bay Window 窗台

Built-in fittings provided in the units 隨樓附送的嵌入式裝置

近例尺 Scale ○ 5N

平面圖所列之數字為以毫米標示之建築結構尺寸。

The dimensions in floor plans are all structural dimensions in millimeter.



▼ 向大埔道 Facing Tai Po Road

# 20/F to 28/F 二十樓至二十八樓平面圖

每個住宅物業	樓層 Floor	單位 Units					
Each Residential Property	安/盲    11001	A	В	С	D	Е	
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	20-28/F	150, 175	175, 200, 225	175	175, 200	150, 175	
層與層之間的高度(毫米) Floor-to-Floor Height(mm)	20 20/1	3125					

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

A/C Air-conditioning platform 冷氣機位平台

H.R. Hose reel 消防喉轆 P.D. Pipe duct 管槽

W.M.C. Water meter cabinet 水錶櫃

B.W. Bay Window 窗台

Built-in fittings provided in the units 隨樓附送的嵌入式裝置

例尺 Scale 0 5N

平面圖所列之數字為以毫米標示之建築結構尺寸。

The dimensions in floor plans are all structural dimensions in millimeter.



▼ 向大埔道 Facing Tai Po Road

# 29/F to 33/F 二十九樓至三十三樓平面圖 Floor Plan

每個住宅物業	樓層 Floor	單位 Units					
Each Residential Property		A	В	С	D	Е	
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	29-32/F	150, 175	175, 200, 225	175	175, 200	150, 175	
層與層之間的高度(毫米) Floor-to-Floor Height(mm)	2, 32,1	3125					

每個住宅物業	樓層 Floor	單位 Units					
Each Residential Property		A	В	С	D	Е	
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	33/F	150, 175	150, 225	150	150	150, 175	
層與層之間的高度(毫米) Floor-to-Floor Height(mm)	33/1	3100, 3300, 3400	3150, 3400	3150, 3400	3400	3150, 3400	

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

A/C Air-conditioning platform 冷氣機位平台

H.R. Hose reel 消防喉轆 P.D. Pipe duct 管槽

W.M.C. Water meter cabinet 水錶櫃

B.W. Bay Window 窗台

Built-in fittings provided in the units 隨樓附送的嵌入式裝置



平面圖所列之數字為以毫米標示之建築結構尺寸。

The dimensions in floor plans are all structural dimensions in millimeter.



▼ 向大埔道 Facing Tai Po Road

# 35/F 三十五樓平面圖 Floor Plan

每個住宅物業	樓層 Floor -	單位 Units			
Each Residential Property	接/    11001	A	В	С	
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slabs (excluding plaster)(mm)	35/F	150, 175	150, 200, 225	150, 175	
層與層之間的高度(毫米) Floor-to-Floor Height(mm)	33/1	3500			

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

A/C Air-conditioning platform 冷氣機位平台

H.R. Hose reel 消防喉轆 P.D. Pipe duct 管槽

W.M.C. Water meter cabinet 水錶櫃

B.W. Bay Window 窗台

Built-in fittings provided in the units 隨樓附送的嵌入式裝置



平面圖所列之數字為以毫米標示之建築結構尺寸。 The dimensions in floor plans are all structural dimensions in millimeter. ▼ 向大埔道 Facing Tai Po Road





#### 其他指明項目的面積(不計算入實用面積) 實用面積 物業的描述 Area of other specified items (Not included in the Saleable Area) (包括露台、工作平台及陽台(如有) Description of 平方米(平方呎) 平方米(平方呎) Residential Property sq. metre (sq. ft.) Saleable Area (including balcony, utility 空調機房 窗台 樓層 platform and verandah, if any) Flat Parking Block Name Floor Unit Roof Cockloft Garden Stairhood Terrace sq. metre (sq. ft.) plant room roof space 35.160 (378) 40.257 2.075 露台 Balcony: — (433)(22)工作平台 Utility Platform: 42.764 (460) 22.302 露台 Balcony: — (240)工作平台 Utility Platform: 22.798 (245) 1.363 0.726 $\mathbf{C}$ 3/F 露台 Balcony: — (15)(8) 工作平台 Utility Platform: 35.819 (386) 25.096 露台 Balcony — (270)工作平台 Utility Platform: 27.269 (294) 64.488 1.363 露台 Balcony — (15)(694)工作平台 Utility Platform: High 38.762 (418) 2.075 Point 露台 Balcony: 2.0 (22) (22)工作平台 Utility Platform: 1.5 (16 46.335 (499) 2.363 露台 Balcony: 2.0 (22) (25)工作平台 Utility Platform: 1.5 (16 24.783 (267) 1.363 5-33/F 露台 Balcony: 2.0 (22) (15)工作平台 Utility Platform: 39.409 (425) 2.338 露台 Balcony: 2.0 (22) (25)工作平台 Utility Platform: 1.5 (16) 30.819 (332) 1.363 露台 Balcony: 2.0 (22) (15)工作平台 Utility Platform: 1.5 (16 57.924 (624) 7.327 3.113 露台 Balcony: 2.0 (22) (34)(79)工作平台 Utility Platform: 1.5 (16) 43.729 (471) 11.381 2.363 35/F露台 Balconv: — (123)(25)工作平台 Utility Platform: 1.5 (16) 41.525(447) 8.070 2.338 露台 Balcony: — \_\_ (87)(25)工作平台 Utility Platform: 1.5 (16

實用面積及屬該住宅物業其他指明項目的面積是按《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

The saleable area and area of other specified items of the residential property are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註:以平方呎顯示之面積均依據1平方米=10.764平方呎換算,並以四捨五 人至整數。

Note: Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

#### 不適用 Not Applicable

發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

臨時買賣合約的摘要 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

22

公契的摘要 SUMMARY OF DEED OF MUTUAL COVENANT

- 1. 在簽署臨時合約時須支付款額為5%的臨時訂金
- 2. 買方在簽署臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身份持有
- 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日之內簽立買賣合約
- (i)該臨時合約即告終止;
- (ii) 有關的臨時訂金即予沒收;及
- (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

- 1. A preliminary deposit of 5% is payable on the signing of that preliminary agreement;
- 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
- 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement –
- (i) that preliminary agreement is terminated;
- (ii) the preliminary deposit is forfeited; and
- (iii) the owner does not have any further claim against the purchaser for the failure.

#### 1. 發展項目的公用部分

「公用地方與設施」統指大廈公用地方與設施(供大廈整體公用及共享)及住宅公用地方與設施(供住宅發展整體公用及共享),並在適用的情況下包括《建築物管理條例》附表一所列舉的適當及相關公用部分。

大廈公用地方與設施包括但不限於由地下至三塿的基座外牆(但不包括圍住或朝向商業發展的玻璃幕牆或玻璃,並不包括位於三樓的玻璃護牆)、地基、柱、樑及其他結構性支承物、安裝或使用天線廣播分導系統或電訊網絡設施的地方、公共天線、泵房、水箱、污水管及排水渠。

住宅公用地方與設施包括但不限於三樓及以上的住宅塔樓外牆、康樂地方與設施、入口大堂、升降機大堂、升降機、垃圾房、及專屬住宅發展的所有機電裝置及設備。

#### 2. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	A	В	C	D	E
3樓	41/5275	45/5275	24/5275	38/5275	34/5275
5-33樓	41/5275	49/5275	26/5275	42/5275	32/5275
35樓	61/5275	48/5275	44/5275	_	_

\*不設4、13、14、24及34字樓

#### 3. 發展項目的管理人的委任年期

管理人首屆任期由公契的日期起計兩年,其後續任至按公契的條文終止為止。

#### 4. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每個住宅單位的業主應在每個公曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費,以分擔發展項目的管理開支(包括管理人的酬金)。該應繳的份額比例,應與分配給其住宅單位的管理份數對分配給發展項目內所有住宅單位的管理份數的比例相同。

#### 5. 計算管理費按金的基準

管理費按金相等於業主就其單位按首個年度管理預算案計算而須繳付的三個月管理費。

#### 6. 賣方在發展項目中保留作自用的範圍(如有的話)

不適用。

#### 1. The common parts of the development

"Common Areas and Facilities" means collectively the Estate Common Areas and Facilities (intended for the common use and benefit of the Estate as a whole) and Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development as a whole) and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance.

The Estate Common Areas and Facilities includes but not limited to the external walls of the podium from the Ground Floor to the Third Floor (but excluding the curtain wall or glass enclosing or fronting the Commercial Development and excluding the glass parapet walls on the Third Floor), the foundations, columns, beams and other structural supports, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, communal aerial, pump rooms, water tanks, sewers and drains.

The Residential Common Areas and Facilities includes but not limited to the external walls of the residential tower from and above the Third Floor, the recreational areas and facilities, entrance lobby, lift lobbies, lifts, refuse rooms, and all mechanical and electrical installations and equipment exclusively for the Residential Development.

#### 2. The number of undivided shares assigned to each residential property in the development

Floor	A	В	C	D	E
3/F	41/5275	45/5275	24/5275	38/5275	34/5275
5-33/F	41/5275	49/5275	26/5275	42/5275	32/5275
35/F	61/5275	48/5275	44/5275	_	

\* 4/F, 13/F, 14/F, 24/F & 34/F are omitted.

#### 3. The term of years for which the manager of the development is appointed

The Manager is to be appointed for an initial term of two years from the date of the Deed of Mutual Covenant and to be continued thereafter until termination of the Manager's appointment in accordance with the provisions thereof.

## 4. The basis on which the management expenses are shared among the owners of the residential properties in the development

The Owner of each Residential Unit shall contribute towards the management expenses (including the Manager's remuneration) of the development by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units in the development.

#### 5. The basis on which the management fee deposit is fixed

The management fee deposit is equivalent to three months' management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

#### 6. The area (if any) in the development retained by the vendor for its own use

Not applicable.

## 批地文件的摘要 SUMMARY OF LAND GRANT

- 1. 發展項目位於新九龍內地段第1694號A段第1分段、新九龍內地段第1694號A段第2分段、新九龍內地段第1694號A段第3分段、新九龍內地段第1694號A段第4分段、新九龍內地段第1694號A段第5分段及新九龍內地段第1694號A段餘段(統稱「該土地」)。
- 2. 一份日期為1935年2月2日屬於新九龍內地段第1694號的政府租契 (「該租契」) 所規定的年期由1898年7 月1日起計75年,並有權續期24年減最後3天。該租契的年期已依據《新界土地契約(續期)條例》展延至 2047年6月30日。
- 3. 該土地不可在事前未得到政府給予特許下被用作經營或從事銅工、屠宰、肥皂製造、製糖、獸皮、溶脂、油料、售肉、釀酒、食物供應或旅館、打鐵、淘糞、垃圾清理或任何其他產生噪音、發出惡臭或令人厭惡的行業或業務。根據一封日期為2011年11月8日並在土地註冊處以註冊摘要第11111601270011號註冊的函件,政府已給予特許在該土地上經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務。
- 4. 該租契規定承租人「此後每當有需要時便須自費修理、維持、保持、保養、鋪設、清除、擦淨、清洗、清倒、修改及保存現時或在此後任何時間豎立於現明示所批租的該片或該幅土地上的宅院或物業及所有其他豎設物及建築物以及所有以任何方式屬於或與其關連的牆壁、斜堤、路塹、籬笆、溝渠、欄杆、燈光、行人道、廁所、洗滌槽、排水渠及水道,並以所有及各類必需的方式去進行修理、清洗及修改,達致整體令工務局局長感到滿意的程度」。
- 5.除上述第4段的契諾之外,該租契規定承租人「須於現批出的年期內每當有需要時便當分擔及支付製造、 建造、維修及修改現明示所批租的該處所與該處所附近或毗連的其他處所共用或共同擁有的所有或任何道 路、行人道、渠道、圍欄、界牆、風擋、私人或公共污水渠及排水渠所需的費用之合理部份,而該部份應 由該局長訂定及核實並可作為屬欠繳租金的性質追討」。
- 6. 該租契規定「如有需要改善該殖民地或凡是為其他公共目的,在給予該承租人3個公曆月的通知及付予該承租人由該局長公平及公正無私地估定該土地及其上的建築物的全面及公平的補償後,陛下具有全權收回、進入、重新接管所有現明示所批租的該處所或其任何部份,而當行使該項權力時,現批出的年期及現設立的產權將分別終止及變為無效」。

- 1. The development is situated on Sub-Section 1 of Section A of New Kowloon Inland Lot No.1694, Sub-Section 2 of Section A of New Kowloon Inland Lot No.1694, Sub-Section 3 of Section A of New Kowloon Inland Lot No.1694, Sub-Section 4 of Section A of New Kowloon Inland Lot No.1694, Sub-Section 5 of Section A of New Kowloon Inland Lot No.1694 and The Remaining Portion of Section A of New Kowloon Inland Lot No.1694 (collectively the "Land").
- 2. New Kowloon Inland Lot No.1694 is held under a Government Lease dated 2nd February 1935 (the "Lease") for a term of 75 years from 1st July 1898 with right of renewal for 24 years less the last three days. The lease term has been extended to 30th June 2047 pursuant to the New Territories Leases (Extension) Ordinance.
- 3. The Land shall not be used for the trade or business of a Brazier, Slaughterman, Soap-maker, Sugar-baker, Fellmonger, Melter of tallow, Oilman, Butcher, Distiller, Victualler or Tavern-keeper, Blacksmith, Nightman, Scavenger or any other noisy, noisome or offensive trade or business whatever without the previous licence of the Government. By a letter dated 8th November 2011 and registered in the Land Registry by Memorial No.11111601270011, the Government has approved a licence to carry out the trade or business of sugar-baker, oilman (excluding petrol filling station), butcher, victualler and tavern-keeper in or upon the Land.
- 4. The Lease provides that the Lessee "shall and will from time to time and at all times hereafter when where and as often as need or occasion shall be and require at his her or their own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of His said Majesty's Director of Public Works".
- 5. In addition to the covenant in paragraph 4 above, the Lease provides that the Lessee "will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the said premises hereby expressed to be demised or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear".
- 6. The Lease provides that "His said Majesty shall have full power to resume enter into and re-take possession of all or any part of the premises hereby expressed to be demised if required for the improvement of the said Colony or for any other public purpose whatsoever Three Calendar Months notice being given to the said Lessee of its being so required and a full and fair compensation for the said Land and the Buildings thereon being paid to the said Lessee at a Valuation to be fairly and impartially made by the said Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void".

# 公共設施及公眾休憩用地的資料 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

 有關的批地文件規定興建並提供予政府或供公眾使用的設施的資料 不適用。

2. 有關的批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施或休憩用地的資料

不適用。

3. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章,附屬法例F)第22(1)條而撥供公眾用途的部分的資料

不適用。

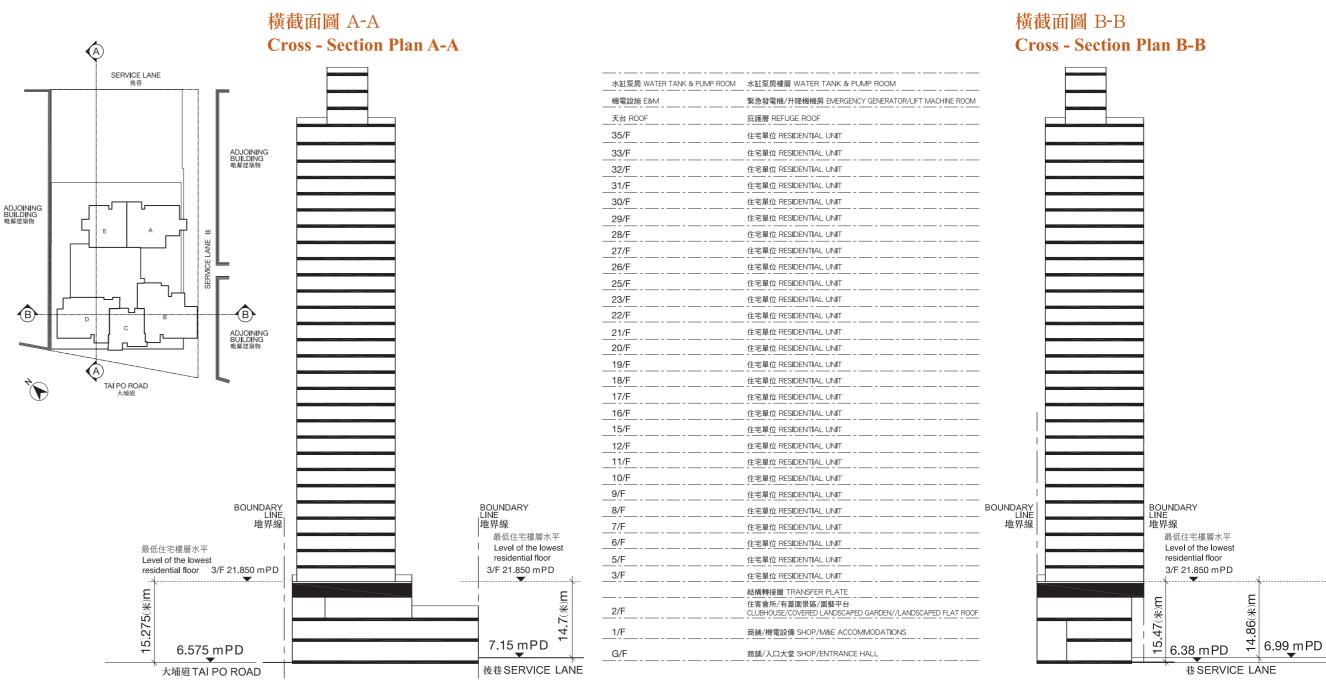
- Information on any facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use
   Not applicable.
- 2. Information on any facilities or open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development Not applicable.
- 3. Information on any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulation (Cap. 123 sub. leg. F)

  Not applicable.

# 對買方的警告 WARNING TO PURCHASERS

- 1. 此提示建議你聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表你行事。
- 2. 如你聘用上述的獨立的律師事務所,以在交易中代表你行事,該律師事務所將會能夠向你提供獨立意見。
- 3. 如你聘用代表擁有人行事的律師事務所同時代表你行事,而擁有人與你之間出現利益衝突:—
- (i) 該律師事務所可能不能夠保障你的利益;及
- (ii) 你可能要聘用一間獨立的律師事務所
- 4. 如屬3.(ii)段的情況,你須支付的律師費用總數,可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。
- 1. You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
- 2. If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
- 3. If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you:-
- (i) that firm may not be able to protect your interests; and
- (ii) you may have to instruct a separate firm of solicitors.
- 4. In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.

# 發展項目中的建築物的橫截面圖 CROSS SECTION PLAN OF BUILDING IN THE DEVELOPMENT



毗連建築物的一段大埔道及後巷分別為香港主要水平基準以上6.575米及7.15米。 The part of Tai Po Road and Service Lane adjacent to the building are 6.575 metres and 7.15 metres above the Hong Kong Principal Datum respectively.

毗連建築物的一段巷為香港主要水平基準以上6.38米至6.99米。 The part of Service Lane adjacent to the building is 6.38 metres to 6.99 metres above the Hong Kong Principal Datum.

立面圖 ELEVATION PLAN





- 1. 以2014年6月6日的情況為準的該發展項目的經批准的建築圖則為基礎擬備;及
- 2. 大致上與該發展項目的外觀一致。

Authorized person for the development certified that the elevations shown on this plan:

- 1. are prepared on the basic of the approved building plans for the development as of 6th June 2014; and
- 2. are in general accordance with the outward appearance of the development.

東北立面圖 North-East Elevation



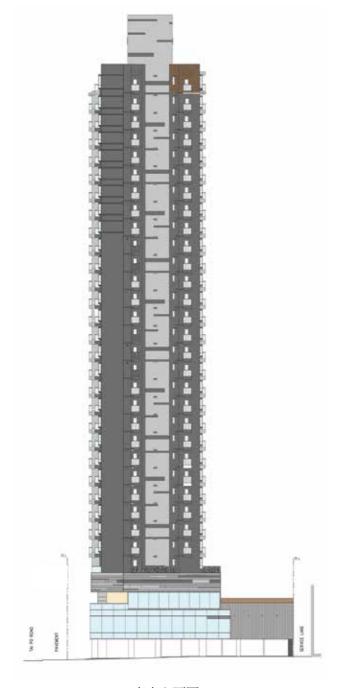
西南立面圖 South-West Elevation

發展項目的認可人士已證明本圖所示的立面:

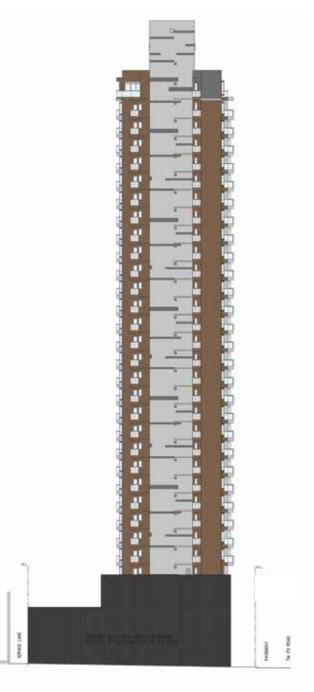
- 1. 以2014年6月6日的情況為準的該發展項目的經批准的建築圖則為基礎擬備;及
- 2. 大致上與該發展項目的外觀一致。

Authorized person for the development certified that the elevations shown on this plan:

- 1. are prepared on the basic of the approved building plans for the development as of 6th June 2014; and
- 2. are in general accordance with the outward appearance of the development.







西北立面圖 North-West Elevation