

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.

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.

14. 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 date³ 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

³ 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.

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
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

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
August 2017

1 發展項目的資料 INFORMATION ON THE DEVELOPMENT

發展項目名稱
棗梨雅道3號

Name of the Development
3 Julia Avenue

街道名稱及門牌號數
棗梨雅道3號(上層住宅部份)及
亞皆老街116號(地下至一樓商舖)

Name of Street and Street Number
3 Julia Avenue (Domestic Portion on the Upper Floors) and
116 Argyle Street (Shops from Ground Floor to First Floor)

樓層總數
共27層
(不包括地庫1、地庫2、天台及上層天台)

Total Number of Storeys
27 storeys
(excluding Basement 1, Basement 2, roof, and upper roof)

樓層號數
地庫1、地庫2、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓
至30樓、天台及上層天台

Floor Numbering
Basement 1, Basement 2, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to
23/F, 25/F to 30/F, roof, and upper roof

被略去的樓層號數
不設4樓、13樓、14樓及24樓

Omitted Floor Numbers
4/F, 13/F, 14/F and 24/F are omitted

庇護層
設置於天台樓層

Refuge floor
Located at roof floor

2

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
昌英有限公司

Vendor
Charmlink Limited

賣方控權公司
• Task Success Limited
• Pena Investments Limited

Holding Company of Vendor
• Task Success Limited
• Pena Investments Limited

認可人士
崔德剛建築工程師樓有限公司之余鍊強先生

Authorized Person
Mr. Yu Lin Keung of T.K. Tsui & Associates Limited

承建商
禧輝有限公司

Building Contractor
Head Fame Co. Ltd.

賣方代表律師
孖士打律師行

Solicitors for Vendor
Mayer Brown

已為發展項目的建造提供貸款或已承諾為該項目建造提供融資的認可機構

- 香港上海滙豐銀行有限公司
- 富邦銀行(香港)有限公司
- 台北富邦商業銀行股份有限公司(香港分行)
- 大華銀行有限公司

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

- The Hongkong and Shanghai Banking Corporation Limited
- Fubon Bank (Hong Kong) Limited
- Taipei Fubon Commercial Bank Limited (Hong Kong Branch)
- United Overseas Bank Limited

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
不適用

Other person who has made a loan for the construction of the Development
Not Applicable

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有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a)	賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人； The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development;	不適用 Not Applicable
(b)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人； The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person;	不適用 Not Applicable
(c)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人； The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person;	不適用 Not Applicable
(d)	賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人； The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person;	不適用 Not Applicable
(e)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人； The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person;	不適用 Not Applicable
(f)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人； The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person;	不適用 Not Applicable
(g)	賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人； The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;	不適用 Not Applicable
(h)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人； The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;	不適用 Not Applicable
(i)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人； The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors;	不適用 Not Applicable
(j)	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份； The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor;	不適用 Not Applicable
(k)	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份； The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;	不適用 Not Applicable

3

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(l)	賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書； The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	不適用 Not Applicable
(m)	賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員； The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor;	不適用 Not Applicable
(n)	賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份； The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor;	不適用 Not Applicable
(o)	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份； The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;	不適用 Not Applicable
(p)	賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書； The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	不適用 Not Applicable
(q)	賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員； The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;	不適用 Not Applicable
(r)	賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身份擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團； The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;	不適用 Not Applicable
(s)	賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。 The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	不適用 Not Applicable

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

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

There will be non-structural prefabricated external walls forming part of the enclosing walls for the Development.

非結構的預製外牆之厚度為150毫米。

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

每個住宅物業的非結構的預製外牆的總面積

TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH RESIDENTIAL PROPERTY

樓層 Floor	單位 Unit	面積 (平方米) Area (sq.m.)
3/F (1storey 層)	A	1.031
5/F - 12/F, 15/F - 23/F, 25/F - 28/F (21 storeys 層)	A	1.168
	B	0.638
	C	0.343
29/F & 30/F (2 storeys 層)	A 複式 Duplex	2.098
29/F (1 storey 層)	B	0.958
30/F (1 storey 層)	B	0.812

發展項目將會有構成圍封牆的一部分的幕牆。

There will be curtain walls forming part of the enclosing walls for the Development.

幕牆之厚度為300毫米。

The thickness of curtain walls is 300mm.

每個住宅物業的幕牆的總面積表

TOTAL AREA OF THE CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY

樓層 Floor	單位 Unit	面積 (平方米) Area (sq.m.)
5/F - 12/F, 15/F - 23/F, 25/F - 28/F (21 storeys 層)	A	3.967
	B	1.871
	C	1.578
29/F & 30/F (2 storeys 層)	A 複式 Duplex	7.574
29/F (1 storey 層)	B	4.627
30/F (1 storey 層)	B	4.492

備註：3樓沒有幕牆。

Notes: There is no curtain wall on 3/F.

5 物業管理的資料 INFORMATION ON PROPERTY MANAGEMENT

根據已簽立公契獲委任的管理人

仲量聯行物業管理有限公司

The Manager appointed under the executed deed of mutual covenant

Jones Lang LaSalle Management Services Limited