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

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,包括售樓説明書、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<sup>1</sup>。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

● 留意載於售樓説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、前庭及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。

- ●售樓説明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓説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。售樓説明書所提供有關住宅物業外部和內部的尺寸,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;參閱載於售樓説明書內的位置圖、鳥瞰照片、分區計劃大綱圖,以及橫截面圖。

### 5. 售樓説明書

- 確保所取得的售樓説明書屬最新版本。根據條例,提供予公眾的售樓説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。
- 如屬未落成發展項目,賣方在認為有需要時可改動建築圖則(如有的話),因此應留意由賣方提供 的任何經修改的售樓説明書,以了解有關未落成發展項目的最新資料。
- 閲覽售樓説明書,並須特別留意以下資訊:
- 售樓説明書內有否關於「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橫截面,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。橫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。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目,條例規定物業的買賣合約須載有強制性條文,列明如有關改動在任何方面對該物業造成影響,賣方須在改動獲建築事務監督批准後的14日內,將該項改動以書面通知買家。
- 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説明書。因此,緊記先行索取售樓 説明書,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

- 查閱售樓説明書中有關發展項目的預計關鍵日期<sup>3</sup>。
- 售樓説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」一般會較發展項目的預計關鍵日期遲。然而,假若發展項目比預期早落成,「收樓日期」可能會較售樓説明書列出的預計關鍵日期為早。

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- 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

### 一手住宅物業買家須知

### NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- ▶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。
- 如對收樓日期有仟何疑問,可向賣方杳詢。

### 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。

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

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

電話: 2826 0111 傳真: 2845 2521

- 1 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。
- 2根據條例附表1第1部第10(2)(d)條並明,售樓説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一
- (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 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.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- 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.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development.
  The mandatory provisions to be incorporated in an ASP for uncompleted development as required by
  the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such
  alteration if the same affects in any way the property within 14 days after its having been approved by
  the Building Authority.
- 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: <a href="https://www.eaa.org.hk">www.eaa.org.hk</a>.

### 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 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 normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- 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

### **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

- <sup>1</sup> 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.

<sup>3</sup> 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.

# 1. 發展項目,君譽峰的資料 INFORMATION ON THE DEVELOPMENT, NOVUM POINT

### 街道名稱及門牌號數:

馬寶道3號

樓層總數:

25層(地下至28樓,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28樓

被略去的樓層號數:

不設4樓、13樓、14樓及24樓

庇護層:

沒有庇護層

Name of the street and the street number:

No. 3 Marble Road

Total number of storeys:

25 storeys (G/F to 28/F, excluding the roof)

Floor numbering:

G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 28/F

Omitted floor numbers:

4/F, 13/F, 14/F and 24/F are omitted

Refuge floor:

No refuge 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:

利雄發展有限公司(亦為擁有人及其控權公司為恒基兆業有限公司、Sunport Enterprises Limited、China Wind Limited 及 Boro Limited)

#### 發展項目的認可人士:

呂鄧黎建築師有限公司的黎紹堅先生(黎紹堅先生為呂鄧黎建築師有限公司的董事)

### 承建商:

光迪建築有限公司

#### 賣方代表律師:

中倫律師事務所有限法律責任合夥

#### 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:

恒基財務有限公司

#### lendor:

Lucky Hero Development Limited (also as the owner and whose holding companies are Henderson Development Limited, Sunport Enterprises Limited, China Wind Limited and Boro Limited)

#### Authorized Person for the development:

Mr. Lai Siu Kin, Rembert of Lu Tang Lai Architects Limited (Mr. Lai Siu Kin, Rembert is a director of Lu Tang Lai Architects Limited)

#### **Building Contractor:**

Grandic Construction Company Limited

#### Vendor's Solicitors:

Zhong Lun Law Firm LLP

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 Finance Company Limited

# 3. 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。	不適用
(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。	不適用
(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。	否
(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。	不適用
(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。	不適用
(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。	否
(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。	不適用
(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。	不適用
(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。	否
(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。	否
(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。	不適用

(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。	否
(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。	不適用
(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。	否
(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。	不適用
(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。	否
(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。	不適用
(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分 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。	否
(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。	否

(a)	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.	Not applicable
(b)	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.	Not applicable
(c)	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.	No
(d)	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.	Not applicable
(e)	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.	Not applicable
(f)	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.	No
(g)	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.	Not applicable
(h)	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.	Not applicable
(i)	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.	No
(j)	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.	No

(k)	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.	Not applicable
(1)	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.	No
(m)	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.	Not applicable
(n)	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.	No
(0)	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.	Not applicable
(p)	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.	No
(q)	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.	Not applicable
(r)	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.	No
(S)	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.	No

### 4. 發展項目的設計的資料

### INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目有構成圍封牆的一部分的非結構的預製外牆,每幢建築物的非結構的預製外牆的厚度範圍為150毫米。 There are non-structural prefabricated external walls forming part of the enclosing walls of the development. The range of thickness of the non-structural prefabricated external walls of each building is 150mm.

發展項目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200毫米。

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 200mm.

#### 每個住宅物業的非結構的預製外牆及幕牆的總面積表

Schedule of total area of the non-structural prefabricated external walls and curtain walls of each residential property

樓層 Floor	單位 Flat	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.)	每個住宅物業的幕牆的總面積 (平方米) Total area of the curtain walls of each residential property (sq.m.)
	А	0.193	1.235
	В	0.856	0.316
	С	0.337	-
	D	0.547	-
	Е	0.547	-
010	F	0.337	-
3樓 3/F	G	0.856	0.316
3/1	Н	0.193	1.235
	J	0.505	-
	K	0.483	-
	L	0.486	-
	М	0.483	-
	N	0.505	-

樓層 Floor	單位 Flat	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.)	每個住宅物業的幕牆的總面積 (平方米) Total area of the curtain walls of each residential property (sq.m.)
	А	0.261	1.235
	В	0.856	0.476
	С	0.337	-
	D	0.547	-
5樓至12樓、	Е	0.547	-
15樓至23樓、	F	0.337	-
25樓至27樓 5/F-12/F,	G	0.856	0.476
15/F-23/F,	Н	0.261	1.235
25/F-27/F	J	0.505	-
	K	0.483	-
	L	0.486	-
	М	0.483	-
	N	0.505	-
	А	-	1.968
	В	0.660	-
	С	0.660	-
28樓	D	-	1.968
28/F	Е	-	0.911
	F	-	1.394
	G	-	1.394
	Н	-	0.911

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

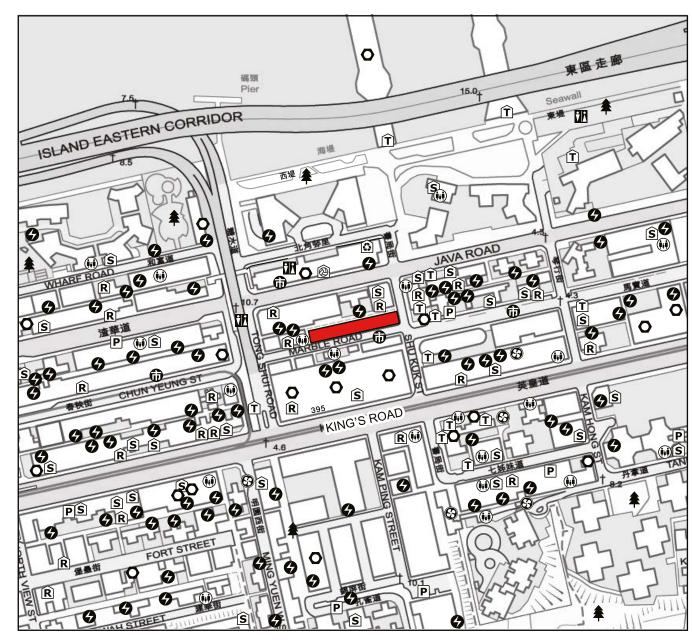
### 管理人:

尊家管業有限公司,根據已簽立的公契獲委任為發展項目的管理人。

#### Manager

H-Privilege Limited is appointed as the Manager of the development under the deed of mutual covenant that has been executed.

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



於發展項目的所在位置圖未能顯示之街道全名

Street names not shown in full in the Location Plan of the development:

北角邨里 North Point Estate Lane 北景街 North View Street 建華街 Kin Wah Street 孔雀道 Peacock Road

明園西街 Ming Yuen Western Street 七姊妹道 Tsat Tsz Mui Road 丹拿道 Tanner Road

### 圖例 NOTATION

- 香港鐵路的通風井 ventilation shaft for the Mass Transit Railway
- 發電廠 (包括電力分站) power plant (including electricity sub-stations)
- 垃圾收集站
- 市場(包括濕貨市場及批發市場) market (including wet market and wholesale market)
- 公眾停車場(包括貨車停泊處) public carpark (including lorry park)
- 公廁 public convenience
- ☆ 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 **O** public utility installation
- 宗教場所(包括教堂、廟宇及祠堂)
- 京教物用(巴印教主 押 ) スロエア religious institution (including church, temple and Tsz Tong)
- 學校(包括幼稚園) 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)
- public park
- 發展項目的位置 Location of the development

此所在位置圖摘錄自地政總署測繪處之測繪圖編號 T11-SE-A,並經修正處理。

This location plan is adopted from part of the Survey Sheet of Number T11-SE-A, from Survey and Mapping Office of Lands Department. Adjustment is made where necessary.

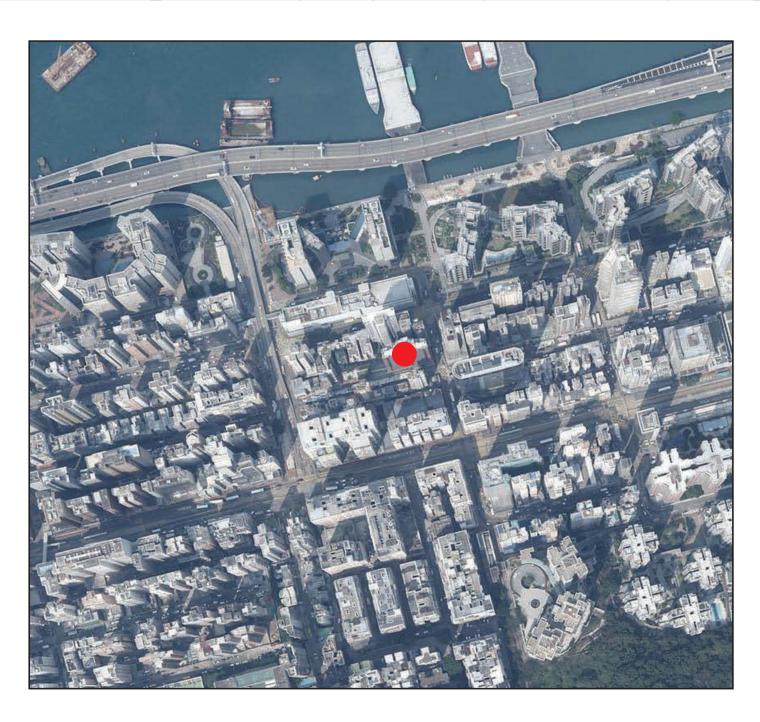
地圖由香港地理數據站提供,香港特別行政區政府為知識產權擁有人。

The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

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.

# 7. 發展項目的鳥瞰照片 AERIAL PHOTOGRAPH OF THE DEVELOPMENT



摘錄自地政總署測繪處於2024年3月8日在北角6,000呎飛行高度拍攝之鳥瞰照片,編號為E218809C。 Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet in North Point. Photo No. E218809C, dated 8th March 2024.

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.



發展項目的位置

Location of the development

航空照片由香港地理數據站提供,香港特別行政區政府為知識產權擁有人。

The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

# 7. 發展項目的鳥瞰照片 AERIAL PHOTOGRAPH OF THE DEVELOPMENT



摘錄自地政總署測繪處於2024年8月7日在北角6,000呎飛行高度拍攝之鳥瞰照片,編號為E224971C。 Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet in North Point. Photo No. E224971C, dated 7th August 2024.

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.

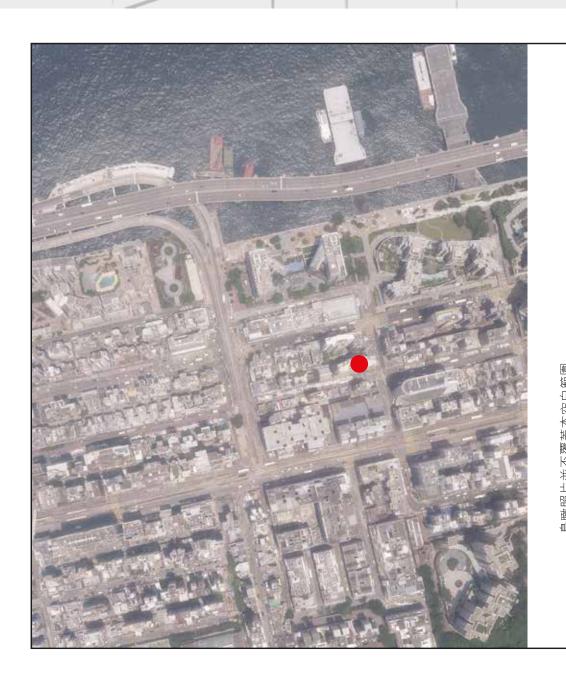
發展項目的位置

Location of the development

航空照片由香港地理數據站提供,香港特別行政區政府為知識產權擁有人。

The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

# 7. 發展項目的鳥瞰照片 AERIAL PHOTOGRAPH OF THE DEVELOPMENT



coverage of the aerial photograph.

摘錄自地政總署測繪處於2024年8月7日在北角6,000呎飛行高度拍攝之鳥瞰照片,編號為E224972C。 Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet in North Point. Photo No. E224972C, dated 7th August 2024.

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.

發展項目的位置

Location of the development

航空照片由香港地理數據站提供,香港特別行政區政府為知識產權擁有人。

The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

### 8. 關乎發展項目的分區計劃大綱圖等

### OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



### 圖例 NOTATION



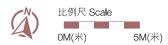
摘錄自2024年4月19日刊憲之北角 (港島規劃區第8區) 分區計劃大綱核准圖,圖則編號為S/H8/28。 Adopted from part of the approved Hong Kong Planning Area No.8 - North Point - Outline Zoning Plan with Plan No. S/H8/28 gazetted on 19th April 2024.

備註: 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。

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

# 9. 發展項目的布局圖 LAYOUT PLAN OF THE DEVELOPMENT





發展項目的界線 BOUNDARY OF THE DEVELOPMENT

備註:圖中所示之發展項目住宅樓層布局是參照適用於3樓住宅樓層之平面圖

Note: The layout of the residential floor of the development shown in the plan is based on floor plan applicable to 3/F.

### 10. 發展項目的住宅物業的樓面平面圖

### FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

在本頁上之備註和圖例適用於全部的「發展項目的住宅物業的樓面平面圖」頁數。

The remarks and legends on this page apply to all pages of "Floor plans of residential properties in the development".

#### 備註:

- 1. 部分住宅單位的露台、工作平台、平台、天台或外牆或設有外露之公用喉管,或外牆裝飾板內藏之公 用喉管。
- 2. 部分住宅單位內之部分天花或有跌級樓板,用以安裝上層之機電設備或配合上層之結構、建築設計及/ 或裝修設計上的需要。
- 3. 部分住宅單位內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
- 4. 平面圖所列之數字以毫米標示之建築結構尺寸。
- 5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備,其形狀、尺寸、比例或與實際提供的裝置及設備存在差異,僅供示意及參考之用。

#### Remarks:

- 1. Common pipes exposed or enclosed in cladding may be located at the balcony, utility platform, flat roof, roof or external wall of some residential units.
- 2. There may be sunken slabs at some parts of the ceiling inside some residential units for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
- 3. There may be ceiling bulkheads or false ceiling inside some residential units for the installation of air-conditioning conduits and/or other mechanical and electrical services.
- 4. The dimensions of the floor plans are all structural dimensions in millimeter.
- 5. Those icons of fittings and fitments shown on the floor plans of residential properties like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and fitments actually provided and they are for indication and reference only.

### 樓面平面圖圖例

### **Legends of Floor Plans**

Bal. = 露台 Balcony
Bath = 浴室 Bathroom

C.O.A.C Platform = 下層冷氣機平台上蓋 Cover of air-conditioning platform

C.O.B. = 下層露台上蓋 Cover of balcony

C.O.U.P. = 下層工作平台上蓋 Cover of utility platform

Dining = 飯廳 Dining room

Dn = 落 Down

H.R. = 消防喉轆 Hose reel Living = 客廳 Living room P.D. = 管槽 Pipe duct

Open Kit. = 開放式廚房 Open kitchen
T.O.C.W. = 玻璃幕牆頂 Top of curtain wall
U.P. = 工作平台 Utility platform

三 随樓附送的嵌入式裝置 Built-in fittings provided in the flats

### 10. 發展項目的住宅物業的樓面平面圖

### FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 3樓平面圖

### 3rd Floor Plan







平台空白位置為供維修大廈設備使用的公共地方。

Blank areas on the flat roof are common area for building facility maintenance.

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.

請參閱本售樓説明書第19頁為住宅物業樓面平面圖而設之備註和圖例。 Please refer to page 19 of this sales brochure for the remarks and legends for the floor plans of residential properties.

每個住宅物業	樓層 Floor						<u> </u>	単位 Fla	at					
Each Residential Property	IØ/⊟ I IOOI	А	В	С	D	Е	F	G	Н	J	K	L	М	N
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	3樓	150	150	150	150	150	150	150	150	150	150	150	150	150
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	3/F	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150

備註:平面圖所列之數字為以毫米標示之建築結構尺寸。

### 5樓至12樓、15樓至23樓及25樓至27樓平面圖 5th to 12th, 15th to 23rd & 25th to 27th Floor Plan







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.

請參閱本售樓説明書第19頁為住宅物業樓面平面圖而設之備 註和圖例。

Please refer to page 19 of this sales brochure for the remarks and legends for the floor plans of residential properties.

每個住宅物業	樓層 Floor						Ē	單位 Fla	at					
Each Residential Property	IX/ETTOO	Α	В	С	D	E	F	G	Н	J	K	L	М	N
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	5樓至12樓、15樓至 23樓及25樓至26樓	150	150	150	150	150	150	150	150	150	150	150	150	150
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	5/F - 12/F, 15/F - 23/F & 25/F - 26/F	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150, 300	150	150	150	150	150, 300	150	150	150	150	150	150
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	27樓 27/F	3500	3150, 3250, 3425, 3500	3150, 3250, 3500	3150, 3425, 3500	3150, 3425, 3500	3150, 3250, 3500	3150, 3250, 3425, 3500	3500	3150, 3500		3150, 3425, 3500	3500	3150, 3500

備註:平面圖所列之數字為以毫米標示之建築結構尺寸。

### 10. 發展項目的住宅物業的樓面平面圖

### FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

# 28樓平面圖





比例尺 Scale OM (米) 5M (米)

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.

請參閱本售樓説明書第19頁為住宅物業樓面平面圖而設之備註和圖例。

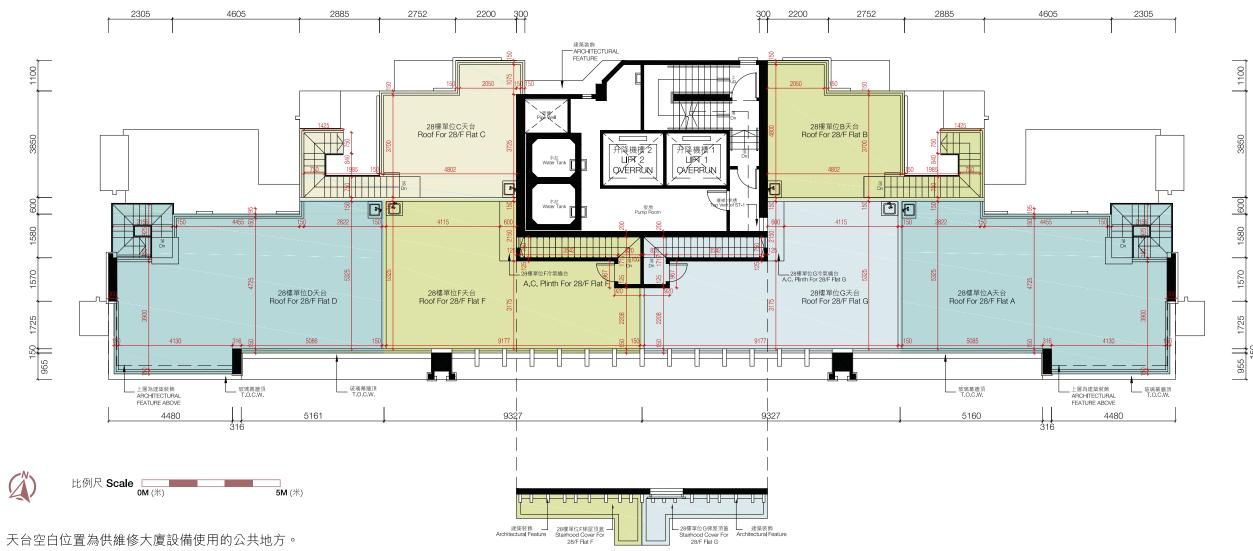
Please refer to page 19 of this sales brochure for the remarks and legends for the floor plans of residential properties.

每個住宅物業	樓層 Floor	單位 Flat									
Each Residential Property	IX/II 1 1001	Α	В	С	D	Е	F	G	Н		
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	28/F	150, 300	150, 200	150, 200	150, 300	150	150, 200	150, 200	150		
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		3500	3500	3500	3500	3500	3500	3500	3500		

備註:平面圖所列之數字為以毫米標示之建築結構尺寸。

### 天台平面圖

### **Roof Floor Plan**



Blank areas on the roof are common area for building facility maintenance.

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.

請參閱本售樓説明書第19頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 19 of this sales brochure for the remarks and legends for the floor plans of residential properties.

每個住宅物業	樓層 Floor	單位 Flat							
Each Residential Property	Ig/II 1 IOO1	Α	В	С	D	F	G		
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	天台	不適用							
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	Roof		I	Not Ap	plicable	€			

備註:平面圖所列之數字為以毫米標示之建築結構尺寸。

# 11. 發展項目中的住宅物業的面積 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物 Description of	業的描述 f Residential	Property	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)		Area		明項目的面積 ecified items (I				呎) . metre (sq. ft.)		
大廈名稱 Block Name	樓層 Floor	單位 Flat	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
		А	32.660 (352) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	3.309 (36)	_	_	_	_	_	_
		В	26.710 (288) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	18.392 (198)	_	_	_	_	_	_
		С	16.778 (181) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	_	_
		D	19.006 (205) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	-	_
		Е	19.006 (205) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	-	_
		F	16.778 (181) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	_	_
君譽峰 Novum Point	3/F	G	26.710 (288) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	18.392 (198)	_	_	_	_	_	_
		Н	32.660 (352) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	3.309 (36)	_	_	_	_	-	_
		J	24.010 (258) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	_	_
		K	23.854 (257) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	_	_
		L	23.203 (250) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	-	-	_	_	_	_	_	-	_
		М	24.392 (263) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	-	_	-	_	_	_	_	-	_
		N	24.010 (258) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	-	_	_	_	_	_	-	-

物 Description o	n業的描述 of Residential	Property	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)		Area				g用面積),平 in the Saleab		呎) . metre (sq. ft.)		
大廈名稱 Block Name	樓層 Floor	單位 Flat	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
		А	33.910 (365) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: 1.5 (16)	-	_	_	_	_	-	_	_	_	_
		В	26.710 (288) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	_
		С	16.778 (181) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	_
		D	19.006 (205) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	-
	5/F-12/F, 15/F-23/F, 25/F-27/F	Е	19.006 (205) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	_
		F	16.778 (181) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	l
君譽峰 Novum Point		G	26.710 (288) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	-	_
		Н	33.910 (365) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: 1.5 (16)	-	_	_	_	_	-	_	_	I	ı
		J	24.010 (258) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	-	_	_	ı	-
		K	23.854 (257) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	-	_	_	1	-
		L	23.203 (250) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	_	_
		М	24.392 (263) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	-	_	_	_	_	_	_	-	_
		N	24.010 (258) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	_	_

# 11. 發展項目中的住宅物業的面積 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)		其他指明項目的面積 (不計算入實用面積),平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Flat	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
		А	38.845 (418) 露台 Balcony: – 工作平台 Utility Platform: –	-	_	-	17.124 (184)	_	_	47.235 (508)	-	-	-
		В	23.041 (248) 露台 Balcony: – 工作平台 Utility Platform: –	_	_	_	8.836 (95)	_	_	19.768 (213)	_	_	-
		С	23.041 (248) 露台 Balcony: – 工作平台 Utility Platform: –	_	_	_	8.836 (95)	_	_	19.929 (215)	_	_	-
君譽峰	28/F	D	38.845 (418) 露台 Balcony: – 工作平台 Utility Platform: –	-	_	_	17.124 (184)	_	_	47.235 (508)	_	-	_
Novum Point	20/ F	Е	21.402 (230) 露台 Balcony: – 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	_	-
		F	32.962 (355) 露台 Balcony: – 工作平台 Utility Platform: –	_	_	_	_	_	_	38.387 (413)	4.065 (44)	_	-
		G	32.962 (355) 露台 Balcony: – 工作平台 Utility Platform: –	-	_	_	_	_	_	38.387 (413)	4.065 (44)	_	_
		Н	21.402 (230) 露台 Balcony: – 工作平台 Utility Platform: –	_	_	_	_	_	_	_	_	_	_

實用面積及屬該住宅物業其他指明項目的面積是按照《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。

備註:上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算,並四捨五入至整數。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance. Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

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

不適用。 Not Applicable.

### 13. 臨時買賣合約的摘要

### SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

- 1. 買方在簽立臨時買賣合約時向賣方(擁有人)繳付相等於樓價5%之臨時訂金。
- 2. 買方在簽署臨時買賣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. 如買方沒有在訂立該臨時買賣合約之後的5個工作日內簽立正式買賣合約一
  - i. 該臨時買賣合約即告終止;及
  - ii. 買方支付的臨時訂金,即予沒收;及
  - iii. 賣方(擁有人)不得就買方沒有簽立正式買賣合約,而對買方提出進一步申索。

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

### 14. 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

#### 1. 發展項目的公用部分

「公用地方與設施」統指「屋苑公用地方與設施」及「住宅公用地方與設施」,每類公用地方與設施在適用的情況下包括(i)在《建築物管理條例》第2條所列出「公用部分」的定義所包含的適當及有關部分:及(ii)如個別處置商業發展的單位時,在有關副公契或契約內所定義的該等在商業發展的公用地方與設施。

「屋苑公用地方與設施」指擬供屋苑整體而並非只供任何個別單位或其任何部分公用及共享的屋苑部分與設施,受公契的條款所約束及所有現存的權利及通行權(如有的話)所規限,每位擁有人及佔用人可與其他屋苑擁有人及佔用人共用該等部分及設施,當中包括但不限於:-

- (a) 不屬於或不構成商業發展或住宅發展一部分的該等地基、柱、樑、樓板及其他結構性支承物及 部分;
- (b) 斜坡及護土牆(如有的話);
- (c) 提供安裝或使用天線廣播分導或電訊網絡設施的地方;
- (d) 在附於公契的圖則上顯示為「屋苑公用地方」的屋苑地下及以上樓層而非構成商業發展或住宅發展一部分的屋苑外牆(包括在外牆上的玻璃幕牆及簷篷、建築鰭片及在其上的特色);
- (e) 所有在附於公契的圖則上顯示為「屋苑公用地方」的屋苑部分;
- (f) 公共天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、電線、管槽、總沖 廁水管、總食水管、基於保安理由而安裝在屋苑公用地方的閉路電視及其他設施及設備、屋苑機 械設備和其他類似的裝置、設施或服務、電力變壓房、運載電力變壓器的電梯、電纜設施及所有 電力裝置關連設施及輔助設備和設施;及
- (g) 由首位擁有人按照公契的條款在任何時候指定用作「屋苑公用地方與設施」的額外地方、裝置及設施。

「住宅公用地方與設施」指擬供住宅發展整體而並非只供個別住宅單位或其任何部分公用及共享的住宅發展部分與所有相關的屋苑設施,受公契的條款所規限,每位住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等部分及設施,當中包括但不限於:-

- (a) 在附於公契的圖則上顯示為「住宅公用地方」3樓及以下而非構成商業發展或屋苑公用地方的屋苑 外牆;
- (b) 屋苑3樓及以上樓層而非構成屋苑公用地方或住宅單位的屋苑外牆,當中包括但不限於:-
  - (1) 在其上的建築鰭片及特色;
  - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗(如有的話)),或指定用作該用途的其他地方(如有的話);及
  - (3) 屋苑的玻璃幕牆結構,包括但不限於豎框及面版(但不包括(i)玻璃幕牆結構可開啟的部分; 及(ii)完全包圍或面向住宅單位的玻璃嵌板,而上述可開啟部分及玻璃嵌板則構成有關住宅 單位的部分)。

為免生疑問,任何構成璃幕牆結構一部分而非完全包圍一個住宅單位,反而橫跨兩個或以上 住宅單位的玻璃嵌板則構成住宅公用地方一部分;

但不包括構成相關住宅單位的露台、工作平台、平台或指明天台部分的玻璃欄杆、金屬欄杆或欄杆;

- (c) 康樂地方與設施;
- (d) 管理員、看守員及管理公司職員的辦公室及/或櫃枱;
- (e) 位於2樓的平台花園;
- (f) 所有在附於公契的圖則上顯示為「住宅公用地方」的屋苑部分;
- (g) 所有指定為住宅公用地方的電梯、電線、電纜、導管、喉管、排水渠、基於保安理由而安裝在住 宅公用地方的閉路電視及其他設施及設備、位於康樂地方與設施的運動及康樂設施,以及專屬住 宅發展的所有機電裝置及設備;及
- (h) 由首位擁有人按照公契的條款在任何時候指定用作「住宅公用地方與設施」的額外地方、裝置及 設施。

### 14. 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

#### 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

樓層室	А	В	С	D	Е	F	G	Н	J	K	L	M	N
3樓	32/9,000	27/9,000	16/9,000	19/9,000	19/9,000	16/9,000	27/9,000	32/9,000	24/9,000	23/9,000	23/9,000	24/9,000	24/9,000
5樓至27樓	33/9,000	26/9,000	16/9,000	19/9,000	19/9,000	16/9,000	26/9,000	33/9,000	24/9,000	23/9,000	23/9,000	24/9,000	24/9,000
28樓	43/9,000	24/9,000	24/9,000	43/9,000	21/9,000	40/9,000	40/9,000	21/9,000	-	-	-	-	-

備註:不設4樓、13樓、14樓及24樓。

#### 3. 發展項目的管理人的委任年期

管理人首屆任期由簽訂公契日期起計兩年,其後續任至按公契的條文終止其管理人的委任為止。

### 4. 發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個住宅單位的擁有人應在每個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(包括管理人費用)。該應繳的份額比例,應與分配給該擁有人的住宅單位的管理份數佔分配給發展項目內所有住宅單位的總管理份數的比例相同。

### 5. 計算管理費按金的基準

管理費按金相等於每個擁有人就其單位按首個住宅管理預算案釐定而須繳交的三個月管理費。

#### 6. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用。

註:除非本售樓説明書另有規定,本公契的摘要內所採用的詞彙與該詞彙在公契內的意思相同。

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

"Common Areas and Facilities" means collectively the Estate Common Areas and Facilities and the Residential Common Areas and Facilities, each of which shall, where applicable, include (i) those appropriate and relevant common parts covered by the definition of "common parts" set out in section 2 of the BMO; and (ii) in the event the Units in the Commercial Development are disposed of individually, such common areas and facilities in the Commercial Development as shall be defined in the relevant Sub-Deed or Deeds.

"Estate Common Areas and Facilities" means those parts and facilities of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way (if any), to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts and facilities include but not limited to: -

- (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or do not form part of the Commercial Development or the Residential Development;
- (b) the Slopes and Retaining Walls (if any);
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) those parts of the external walls of the Estate (including the curtain walls and canopies thereof, architecture fins and features thereon) at and above the Ground Floor not forming part of the Commercial Development or the Residential Development and shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (e) all those areas of the Estate shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (f) communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, transformer room, transformer delivery lift, cable accommodations and all associated facilities and ancillary electricity installation equipment; and
- (g) such additional areas and devices and facilities of the Estate as may at any time be designated as the Estate Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

"Residential Common Areas and Facilities" means those parts of the Residential Development and all those facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and which said parts and facilities include but not limited to: -

- (a) those parts of the external walls of the Estate at and below the 3<sup>rd</sup> Floor not forming part of the Commercial Development or the Estate Common Areas and shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (b) those parts of the external walls of the Estate at and above the 3<sup>rd</sup> Floor not forming part of the Estate Common Areas or the Residential Units, including but not limited to: -
  - (1) the architecture fins and features thereon;
  - (2) the air-conditioning platforms (including the louvers thereof (if any)) adjacent to the Residential Units, or such other area(s), if any, as may be designated for that purpose; and
  - (3) the curtain wall structures of the Estate including but not limited to the mullions and cladding (except (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units).
    - For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas.

BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms, flat roofs or specified parts of roofs which form parts of the relevant Residential Units;

- (c) the Recreational Areas and Facilities;
- (d) office and/or counter for caretakers, watchmen and management staff;
- (e) the podium garden on the 2<sup>nd</sup> Floor;
- (f) all those areas of the Estate shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant:
- (g) all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Areas and Facilities, and all mechanical and electrical installations and equipment exclusively for the Residential Development; and
- (h) such additional areas and devices and facilities of the Estate as may at any time be designated as the Residential Common Areas and Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

### 14. 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

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

Floor Flat	Α	В	С	D	Е	F	G	Н	J	K	L	М	N
3/F	32/9,000	27/9,000	16/9,000	19/9,000	19/9,000	16/9,000	27/9,000	32/9,000	24/9,000	23/9,000	23/9,000	24/9,000	24/9,000
5/F - 27/F	33/9,000	26/9,000	16/9,000	19/9,000	19/9,000	16/9,000	26/9,000	33/9,000	24/9,000	23/9,000	23/9,000	24/9,000	24/9,000
28/F	43/9,000	24/9,000	24/9,000	43/9,000	21/9,000	40/9,000	40/9,000	21/9,000	-	-	-	-	-

Note: 4/F, 13/F, 14/F and 24/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 the 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 Fee) of the development by paying in advance on the first day of each calendar month 1/12<sup>th</sup> 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 of 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 payable by each Owner in respect of his Unit(s) based on the first Residential Management Budget.

# 6. The area (if any) in the development retained by the owner for that owner's own use Not applicable.

Remarks: Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Deed of Mutual Covenant.

### 15. 批地文件的摘要 SUMMARY OF LAND GRANT

- 1. 發展項目位處於內地段第2918號A段第30分段餘段、內地段第2918號A段第31分段A段餘段、內地段第2918號A段第30分段A段餘段、內地段第2918號A段第31分段餘段、內地段第2918號A段第18分段餘段、內地段第2918號A段第17分段餘段、內地段第2918號A段第16分段餘段、內地段第2918號A段第15分段餘段、內地段第2918號A段第14分段餘段、內地段第2918號A段第13分段餘段、內地段第2918號A段第12分段餘段、內地段第2918號A段第11分段餘段、內地段第2918號A段第10分段餘段、內地段第2918號A段第9分段餘段、內地段第2918號A段第8分段餘段及內地段第2918號A段第7分段餘段(統稱「發展地段」)。
- 2. 發展地段是根據一份日期為1934年8月22日的內地段第2918號政府租契持有(「租契」)。租契的批租年期由1930年7月7日開始75年,其後有權續期75年。
- 3. 租契規定如非事先獲得政府的許可,發展地段不得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、垃圾清理的行業或業務,或經營或從事任何其他發出高噪音、惡臭或令人厭惡的行業或業務。根據一份日期為2017年11月23日並於土地註冊處登記註冊摘要編號為17120801110084的厭惡性行業牌照,政府已批准發展地段的註冊業主在受制於該牌照的條件下在發展地段上經營或從事製糖、油料 加油站除外)、售肉、食物供應及旅館的行業或業務。
- 4. 租契規定承租人:「此後不時及無論何時及在每當有需要時或情況要求時,由承租人自費妥善地及足夠地修葺、維持、支持、保養、鋪飾、清洗、洗滌、潔淨、卸空、修改及保存現時或此後任何時間位於該片或該幅在此表明予以批租的土地上的宅院或物業單位及所有其他豎設物及建築物,以及所有屬於並以任何形式屬於或附屬該處的牆、堤岸、路塹、籬笆、溝渠、路軌、電燈、行人道、水廁、洗滌槽、排水渠及水道,並且全面執行需要及必須的修葺、清洗及修改工程,以達致全面令該工務司滿意為止。|
- 5. 租契規定承租人:「在此予以批租的年期內,須不時按需要承擔、支付及准許以合理份數和比例計 算的費用及收費,以支付建造、建築、修葺及修改在此表明予以批租的處所或其部分的、於其內 的、屬於其的並與附近或毗鄰其他處所共用的所有或任何道路、行人路、渠道、柵欄及共用牆、排 氣管、私家或公共污水渠及排水渠。有關的付款比例由該工務司釐定及確定,並可當作欠繳地租的 性質追討。|
- 6. 租契規定:「陛下由其工務司或獲指派代表陛下行事的其他人有權在該批租年期內,每年兩次或多次在日間的合理時間內進入該在此予以批租的處所視察、搜查及觀看該處所及所有頹敗、損壞及需要維修及修正的狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正的地方時,可就該處所或其某部分向承租人發出書面通知,或在該處所或其部分留下書面通知,要求承租人在三個曆月內,就上述問題進行維修及修正。承租人須於其後三個曆月內就上述問題進行維修及修正。」

- 7. 租契規定:「如因應改善殖民地,或不論任何其他公共目的所需,陛下將授予全權,向承租人在發出三個曆月的通知後,並根據該工務司公平客觀地估值該土地及在其上面的建築物,向承租人作出全面合理的賠償,從而收回、進入及再佔管該在此予以批租的處所的所有部份或任何部分。本項權利一旦行使,本文所訂的年期及產業權將分別終止、終結及無效。|
- 8. 租契規定:「與上述筲箕灣道相鄰的該片或該幅土地上所豎設的任何建築物的外立面設計及配置須經該工務司特別批准。」

### 15. 批地文件的摘要 SUMMARY OF LAND GRANT

- 1. The development is situated on the Remaining Portion of Sub-section 30 of Section A of Inland Lot No. 2918, the Remaining Portion of Section A of Sub-section 31 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 31 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 31 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 18 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 17 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 15 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 14 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 13 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 10 of Sub-section 11 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section 10 of Section A of Inland Lot No. 2918, the Remaining Portion of Sub-section A of Inland Lot No. 2918, the Remaining Portion of Sub-section A of Inland Lot No. 2918, the Remaining Portion of Sub-section A of Inland Lot No. 2918 and the Remaining Portion of Sub-section 7 of Section A of Inland Lot No. 2918 (collectively "the Lots").
- 2. The Lots are respectively held under the Government Lease of Inland Lot No. 2918 dated 22<sup>nd</sup> August 1934 ("the Lease") for a term of 75 years commencing from 7<sup>th</sup> July 1930 with a right of renewal for a further term of 75 years.
- 3. The Lease stipulates that the Lots 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 an Offensive Trade Licence dated 23<sup>rd</sup> November 2017 and resgistered in the Land Registry by Memorial No. 17120801110084, the Government has approved a licence to the registered owner of the Lots to carry out the trade or business of sugar baker, oilman (excluding petrol filling station), butcher, victualler and tavern keeper in or upon the Lots subject to the conditions therein.
- 4. The Lease requires 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 the said Director."
- 5. The Lease requires 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."

- 5. The Lease provides that "it shall and may be lawful to and for His said Majesty by the said Director or other persons deputed to act for Him twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the said premises hereby expressed to be demised to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the said premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly."
- 7. 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."
- 8. The Lease provides that "the design of the exterior elevations and the disposition of any building to be erected on the said piece or parcel of ground adjacent to Shau Ki Wan Road aforesaid shall be subject to the special approval of the said Director."

### 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施 不適用。
- B. 根據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任何 設施

不適用。

**C.** 根據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任何 休憩用地的大小

不適用。

D. 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任何部分

不適用。

- E. 在切實可行範圍內,盡量顯示該等設施、休憩用地及土地中的該等部分的位置的圖則 不適用。
- F. 在該圖則上該等設施、休憩用地及土地中的該等部分以與批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)中相同的顏色、格式或圖案(視何者適用而定)著色或以陰影顯示不適用。
- G. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文 不適用。
- H. 撥出私人地方供公眾使用的契據中關於該等設施、休憩用地及土地中的該等部分的條文 不適用。
- I. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文 不適用。

- A. Any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

  Not applicable.
- B. Any facilities that are 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.
- C. The size of any 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.
- D. 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) Regulations (Cap. 123 sub. leg. F) Not applicable.
- E. A plan that shows the location of those facilities and open spaces, and those parts of the land Not applicable.
- F. A plan that has those facilities and open spaces, and those parts of the land, coloured or shaded in the same colour, format or pattern (as applicable) as in the land grant or the deed of dedication Not applicable.
- G. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land mentioned above
  Not applicable.
- H. Provisions of the deed of dedication that concern those facilities and open spaces, and those parts of the land mentioned above Not applicable.
- I. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land mentioned above Not applicable.

## 17. 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:一
  - (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.