CADOGAN 加多近山

售樓説明書 Sales Brochure



CADOGAN 加多近山

售樓説明書 Sales Brochure

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

此須知是由一手住宅物業銷售監管局為施行《一手住宅物業銷售條例》第19(1)條而發出的。

一手住宅物業買家須知

你在購置一手住宅物業之前,應留意下列事項:

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款,以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售,因此應留意有關的 銷售安排,以了解賣方會推售的住宅物業為何。賣方會在有關住宅 物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶 獲得價格折扣、贈品,或任何財務優惠或利益,上述資訊亦會在價 單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃,在 簽訂臨時買賣合約前,應先細閱有關價單內列出的按揭貸款計劃 資料¹。如就該些按揭貸款計劃的詳情有任何疑問,應在簽訂臨時 買賣合約前,直接向有關財務機構查詢。

4. 物業的面積及四周環境

• 留意載於售樓說明書和價單內的物業面積資料,以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」),賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言,實用面積指該住宅物業的樓面面積,包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積:(i)露台;(ii)工作平台;以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭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。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖,均須述明每個住宅物業的外部和內部尺寸²。售樓說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;參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖,以及橫截面圖。

5. 售樓説明書

- 確保所取得的售樓說明書屬最新版本。根據條例,提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 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說明書,以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書,並須特別留意以下資訊:
- 售樓說明書內有否關於「有關資料」的部分,列出賣方知悉但並 非為一般公眾人士所知悉,關於相當可能對享用有關住宅物業 造成重大影響的事宜的資料。請注意,已在土地註冊處註冊的 文件,其內容不會被視為「有關資料」;
- 橫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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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。

嫡用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

<u>適用於一手未落成住宅物業及尚待符合條件的已落成住</u> 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3。
- 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」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」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
- 條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內,以書面為發展項目申請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。
- ▶如發展項目屬地政總署預售樓花同意方案所規管,賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準),就賣方有能力有效地轉讓有關物業一事,以書面通知買家;或
- ▶如發展項目並非屬地政總署預售樓花同意方案所規管,賣方須在佔用文件(包括佔用許可證)發出後的六個月內,就賣方有能力有效地轉讓有關物業一事,以書面通知買家。
- 條例規定買賣合約須載有強制性條文,列明有關物業的買賣須於 賣方發出上述通知的日期的14日內完成。有關物業的買賣完成 後,賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目

- 條例規定買賣合約須載有強制性條文,列明發展項目的認可人士 可以在顧及純粹由以下一個或多於一個原因所導致的延遲後,批 予在預計關鍵日期之後,完成發展項目:

▶工人罷工或封閉工地;

- ▶暴動或內亂;
- ▶ 不可抗力或天災;
- ▶ 火警或其他賣方所不能控制的意外;
- ▶戰爭;或
- ▶ 惡劣天氣。
- 發展項目的認可人士可以按情況,多於一次批予延後預計關鍵日期以完成發展項目,即收樓日期可能延遲。
- 條例規定買賣合約須載有強制性條文,列明賣方須於認可人士批 予延期後的14日內,向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問,可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

運輸及房屋局

一手住宅物業銷售監管局

2021年7月

備註

- 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)條述明,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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

This Note is issued by the Sales of First-hand Residential Properties Authority (SRPA) for the purpose of section 19(1) of the Residential Properties (First-hand Sales) Ordinance.

Notes to Purchasers of First-hand Residential Properties

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 plans¹ 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 property². 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.

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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 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

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

July 2021

Remarks:

- ¹ 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.
- ² 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.
- 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.

發展項目的資料

INFORMATION ON THE DEVELOPMENT

發展項目所位於的街道名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數

加多近街37A號 (上層單位)

加多近街37B號 (面向加多近街之商舖)

卑路乍街150號(位於卑路乍街及均益街街角之商舖)

發展項目包含一幢多單位建築物

樓層總數

49層 (不包括天台、結構轉換層及閣樓)

發展項目的經批准的建築圖則所規定的樓層號數

地下、閣樓 (只限停車場)、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓、45樓至53樓、55樓及天台

被略去的樓層號數

4、13、14、24、34、44及54樓

庇護層

設於28樓

NAME OF THE STREET AT WHICH THE DEVELOPMENT IS SITUATED AND THE STREET NUMBER ALLOCATED BY THE COMMISSIONER OF RATING AND VALUATION FOR THE PURPOSE OF DISTINGUISHING THE DEVELOPMENT

37A Cadogan Street (Upper Floor Units)

37B Cadogan Street (Shop fronting Cadogan Street)

150 Belcher's Street (Shop at the corner between Belcher's Street and Kwan Yick Street)

THE DEVELOPMENT CONSISTS OF ONE MULTI-UNIT BUILDING

TOTAL NUMBER OF STOREYS

49 storeys (excluding Roof, Transfer Plate and M/F)

FLOOR NUMBERING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE DEVELOPMENT

 $G/F,\,M/F\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,25/F-33/F,\,35/F-43/F,\,45/F-53/F,\,55/F\,\,\&\,\,Roof\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,25/F-33/F,\,35/F-43/F,\,45/F-53/F,\,55/F\,\,\&\,\,Roof\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,25/F-33/F,\,35/F-43/F,\,45/F-53/F,\,55/F\,\,\&\,\,Roof\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,25/F-33/F,\,35/F-43/F,\,45/F-53/F,\,55/F\,\,\&\,\,Roof\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,25/F-33/F,\,35/F-43/F,\,45/F-53/F,\,55/F\,\,\&\,\,Roof\,\,(Carpark\,\,only),\,1/F-3/F,\,5/F-12/F,\,15/F-23/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,35/F-35/F,\,$

THE OMITTED FLOOR NUMBERS

4/F, 13/F, 14/F, 24/F, 34/F, 44/F & 54/F

REFUGE FLOOR

Located at 28/F

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

福騰投資有限公司

賣方的控權公司

九龍建業有限公司及Elegant Florist Limited

發展項目的認可人士及以其專業身份擔任經營人、董事或僱員的商號或法團 李景勳、雷煥庭建築師有限公司之李嘉胤

發展項目的承建商

協興工程有限公司

就發展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 的近律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構的名稱 不適用

已為發展項目的建造提供貸款的任何其他人的姓名或名稱 Elegant Florist Limited **VENDOR**

Wealrise Investments Limited

HOLDING COMPANY OF THE VENDOR

Kowloon Development Company Limited and Elegant Florist Limited

AUTHORIZED PERSON FOR THE DEVELOPMENT AND THE FIRM OR CORPORATION OF WHICH THE AUTHORIZED PERSON IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS PROFESSIONAL CAPACITY

Mr. Lee Kar Yan Douglas of Andrew Lee King Fun & Associates Architects Limited

BUILDING CONTRACTOR FOR THE DEVELOPMENT

Hip Hing Engineering Company Limited

FIRM OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

Deacons

ANY 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 Elegant Florist Limited

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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |
| (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。 | 不適用 |

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

| (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. | Not Applicable |
| (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. | Not Applicable |
| (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 the Vendor) is an immediate family member of a proprietor of such a firm of solicitors. | Not Applicable |
| (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. | Not Applicable |
| (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 |
| (l) 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. | Not Applicable |
| (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. | Not Applicable |
| (o) 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. | Not Applicable |
| (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. | Not Applicable |
| (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. | Not Applicable |
| | |

發展項目的設計的資料

INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目有非結構的預製外牆構成圍封牆的一部份

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

非結構的預製外牆之厚度範圍為75毫米至150毫米

The range of thickness of the Non-Structural Prefabricated External Walls is from 75mm to 150mm

每個住宅物業的非結構的預製外牆總面積表

Schedule of Total Area of Non-structural Prefabricated External 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.) |
|---|------------|--|
| | A | 3.635 |
| c+th | В | 0.758 |
| 6樓 6/F | С | 0.586 |
| 0/Γ | D | 0.565 |
| | Е | 2.547 |
| | A | 3.739 |
| 7樓至27樓及30樓至47樓 | В | 0.759 |
| 7/F - 27/F & 30/F - 47/F | С | 0.764 |
| | D | 0.717 |
| | Е | 2.687 |
| | A | 3.649 |
| | В | 0.759 |
| 29樓 | С | 0.764 |
| 29/F | D | 0.717 |
| | Е | 2.688 |
| 40 Htt | A | 3.989 |
| 48樓 | В | 1.779 |
| 48/F | С | 2.782 |
| 40排至50排 | A | 4.124 |
| 49 樓至 52 樓 49/F - 52/F | В | 2.145 |
| 49/F - 32/F | С | 2.964 |
| 53樓及55樓 | A | 0.317 |
| 53/F & 55/F | В | 0.213 |

備註:不設13樓、14樓、24樓、34樓、44樓及54樓。 Remark: There are no 13/F, 14/F, 24/F, 34/F, 44/F and 54/F. 發展項目有幕牆構成圍封牆的一部分

There are curtain walls forming part of the enclosing walls of the development

幕牆之厚度範圍為85毫米至300毫米

The range of thickness of Curtain Walls is from 85mm to 300mm

每個住宅物業的幕牆總面積表

Schedule of Total Area of Curtain Walls of each residential property

| 樓層 Floor | 單位 Flat | 每個住宅物業的幕牆的總面積 (平方米) Total Area of Curtain Walls of each residential property (sq.m.) |
|-------------------------------|------------|---|
| | A | - |
| C th | В | - |
| 6 樓 6/F | С | - |
| 0/F | D | - |
| | Е | - |
| | A | - |
| 7樓至27樓及30樓至47樓 | В | - |
| 7/F - 27/F & 30/F - 47/F | С | - |
| | D | - |
| | Е | - |
| | A | - |
| | В | - |
| 29樓 | С | - |
| 29/F | D | - |
| | Е | - |
| 4 G Atth | A | - |
| 48 樓 | В | - |
| 48/F | С | - |
| 49樓至52樓 | A | - |
| 49要至52要 49/F - 52/F | В | - |
| 49/Γ - 32/Γ | С | - |
| 53樓及55樓 | A | 19.291 |
| 53/F & 55/F | В | 15.780 |

物業管理的資料

INFORMATION ON PROPERTY MANAGEMENT

根據已簽立的公契,獲委任為發展項目的管理人 康居物業管理有限公司 PERSON APPOINTED AS THE MANAGER OF THE DEVELOPMENT UNDER THE DEED OF MUTUAL COVENANT THAT HAS BEEN EXECUTED

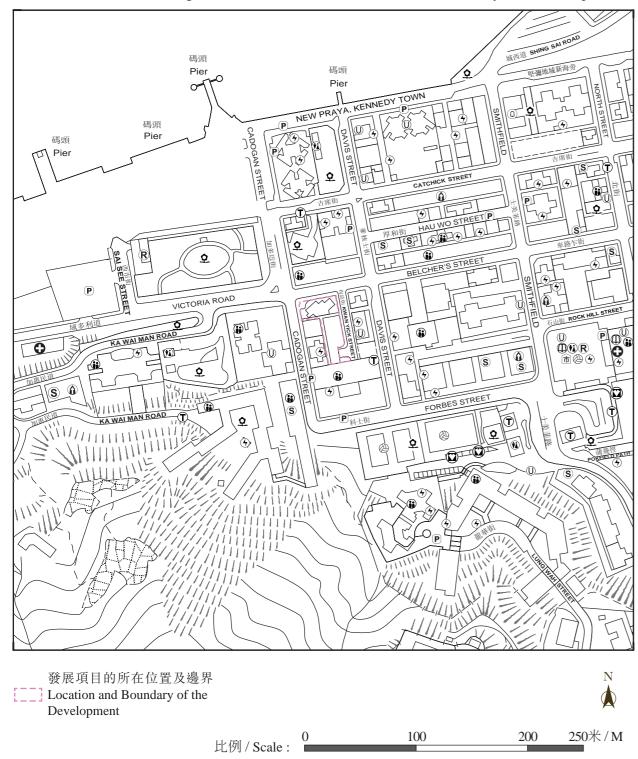
Country House Property Management Limited

發展項目的所在位置圖

LOCATION PLAN OF THE DEVELOPMENT

以下之所在位置圖顯示發展項目的位置及發展項目的界線**250**米以內的街道名稱及圖例所列之建築物、 設施及構築物:

The Location Plan below shows the location of the Development and the names of streets and the buildings, facilities and structures (set out in the legend) that are situated within 250m from the boundary of the Development:



圖例 LEGEND

- © 香港鐵路的通風井 Ventilation Shaft for the Mass Transit Railway
- 市場(包括濕貨市場及批發市場) Market (including Wet Market and Wholesale Market)

圖書館Library

- ② 公眾停車場(包括貨車停泊處)
 Public Carpark (including Lorry Park)
- § 學校(包括幼稚園) School (including Kindergarten)

- 發電廠(包括電力分站)
 Power Plant
 (including Electricity
 Sub-Stations)
- ⑥ 公廁 Public Convenience
- 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)

◆ 診療所 Clinic

- 體育設施(包括運動場及游泳池)
 Sports Facilities (including Sports
 Ground and Swimming Pool)
 - ① 消防局Fire Station

- ® 垃圾收集站
 Refuse Collection Point
- ① 公共交通總站(包括鐵路車站)
 Public Transport Terminal
 (including Rail Station)
- ♀ 公園 Public Park

② 公用事業設施裝置
Public Utility Installation

備註

- 1. 此所在位置圖參考自地政總署測繪處最近在2022年3月17日更新之測繪圖編號為T11-SW-A之部份而編制,經修正處理。
- 2. 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。
- 3. 由於發展項目的不規則界線引致的技術原因,此所在位置圖所顯示的範圍多於《一手住宅物業銷售條例》要求顯示的範圍。

Remarks:

- 1. This Location Plan is prepared with reference to part of Survey Sheet T11-SW-A, last updated on 17th March 2022 by the Survey and Mapping Office of Lands Department, with adjustments where necessary.
- 2. The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.
- 3. This Location Plan may show the area more than that required under the Residential Properties (First-hand Sales) Ordinance due to the technical reasons as a result of the irregular boundary of the Development.

發展項目的鳥瞰照片

AERIAL PHOTOGRAPH OF THE DEVELOPMENT



發展項目的所在位置 Location of the Development

摘錄自地政總署測繪處於2021年1月6日在堅尼地城6,900呎飛行高度拍攝之鳥瞰照片之部份,編號為E117997C。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet in Kennedy Town, Photo No. E117997C, dated 6 January 2021.

香港特別行政區政府地政總署測繪處©版權所有,未經許可,不得複製。

Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.

鳥瞰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 Photograph is/are provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

備註:

由於發展項目的不規則界線引致的技術原因,此鳥瞰照片所顯示的範圍多於《一手住宅物業銷售條例》要求顯示的範圍。

Remark:

These Aerial Photograph has shown the area more than that required under the Residential Properties (First-hand Sales) Ordinance due to the technical reasons as a result of the irregular boundary of the Development.

關乎發展項目的分區計劃大綱圖

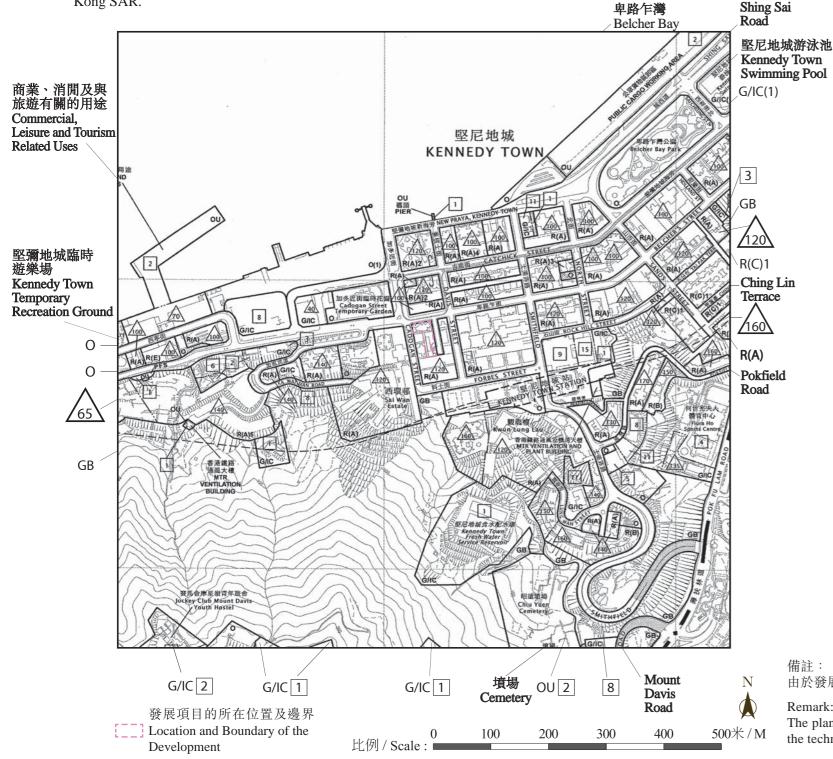
OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT

摘錄自2022年4月1日刊憲之堅尼地城及摩星嶺(港島規劃區第1區)分區計劃大綱核准圖,圖則編號為 S/H1/22 °

Adopted from part of the Approved Kennedy Town & Mount Davis (Hong Kong Planning Area No.1) Outline Zoning Plan, Plan No. S/H1/22, gazetted on 1st April 2022.

分區計劃大綱圖版權屬香港特區政府,經地政總署准許複印。

The Outline Zoning Plan is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR. 卑路乍灣



圖例 LEGEND

地帶 Zones

- Residential (Group A)
- 住宅 (乙類) Residential (Group B)
- 住宅 (丙類) Residential (Group C)
- 住宅 (戊類) Residential (Group E)
- 政府、機構或社區 **Government, Institution** or Community
- 休憩用地 **Open Space**
- 其他指定用途 **Other Specified Uses**
- 綠化地帶 **Green Belt**

交通 Communications

- 鐵路及車站(地下) Railway and Station (Underground)
- 主要道路及路口 **Major Road and Junction**
- **Elevated Road**

其他 Miscellaneous

- 規劃範圍界線 **Boundary of Planning Scheme**
- 建築物高度管制區界線 **Building Height Control Zone Boundary**

Maximum Building Height (In Metres Above Principal Datum)

最高建築物高度(在主水平基準上若干米)

最高建築物高度(樓層數目) **Maximum Building Height** (In Number of Storeys)

加油站 **Petrol Filling Station**

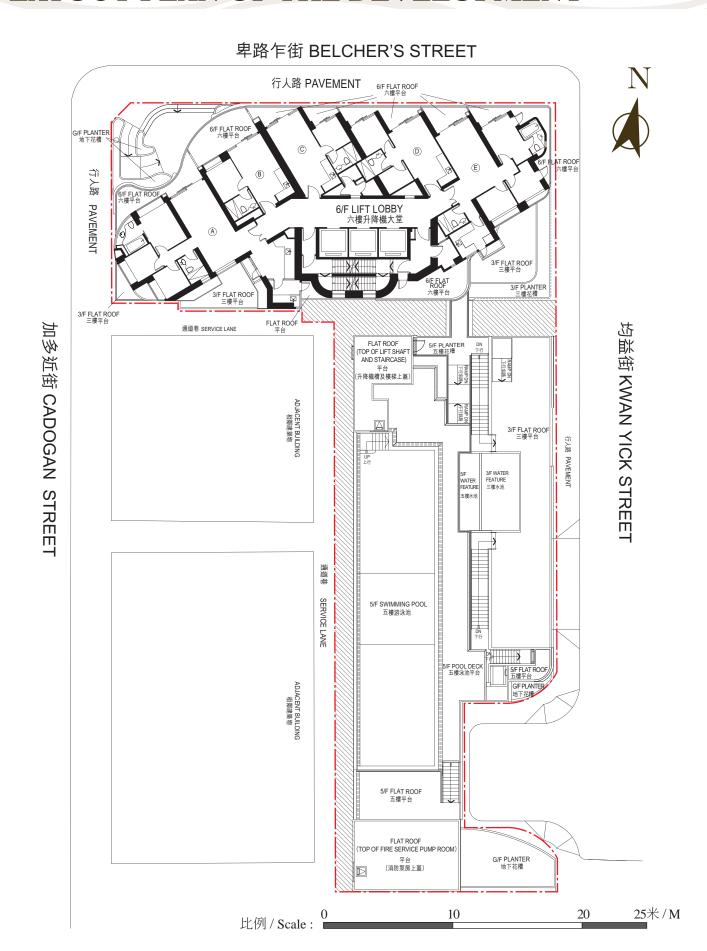
備註:

由於發展項目的不規則界線引致的技術原因,此圖所顯示的範圍多於《一手住宅物業銷售條例》要求顯示的範圍

The plan has shown the area more than that required under the Residential Properties (First-hand Sales) Ordinance due to the technical reasons as a result of the irregular boundary of the Development.

發展項目的布局圖

LAYOUT PLAN OF THE DEVELOPMENT



通道巷 (通行權通道)
Service Lane (Right of Way)

___ 發展項目邊界線 Boundary Line of Development

備註:

圖中所顯示發展項目的住宅物業的布局參照6樓樓層之布局。

Remark:

The layout of residential properties in the Development shown in the plan is based on the layout applicable to 6/F.

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖圖例

LEGEND FOR FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

A.C. PLATFORM = 冷氣機平台 Air-conditioner Platform

BATH = 浴室 Bathroom

B.R. 1 = 睡房 1 Bedroom 1

B.R. 2 = 睡房 2 Bedroom 2

B.W. = 窗台 Bay Window

BAL. = 露台 Balcony

BAL. ABOVE = 上層露台 Balcony above

ELECT. CABINET = 機電房 Electrical Cabinet

E.L.V. CABINET = 特低電壓房 Extra Low Voltage Cabinet

H.R. = 消防喉轆 Hose Reel

KIT. = 廚房 Kitchen

LIV. = 客廳 Living Room

DIN. = 飯廳 Dining Room

M.B.R. = 主人房 Master Bedroom

P.D. = 管槽 Pipe Duct

RC CANOPY = 混凝土簷篷 Reinforced Concrete Canopy

RS&MRR = 垃圾及物料回收房 Refuse Storage & Material Recovery Room

STORE = 儲物室 Store Room

TOP OF B.W. = 窗台上蓋 Top of Bay Window

U.P. = 工作平台 Utility Platform V.D. = 通風管 Ventilation Duct

M.BATH = 主人房浴室 Master Bathroom

以下備註適用於「發展項目的住宅物業的樓面平面圖」的所有頁數:

- 1. 樓面平面圖之尺規所列數字以毫米標示。
- 2. 就發展項目中並非由賣方擁有的住宅物業而言,樓面平面圖按該等物業出售時的樓面平面圖為基礎顯示其狀況。

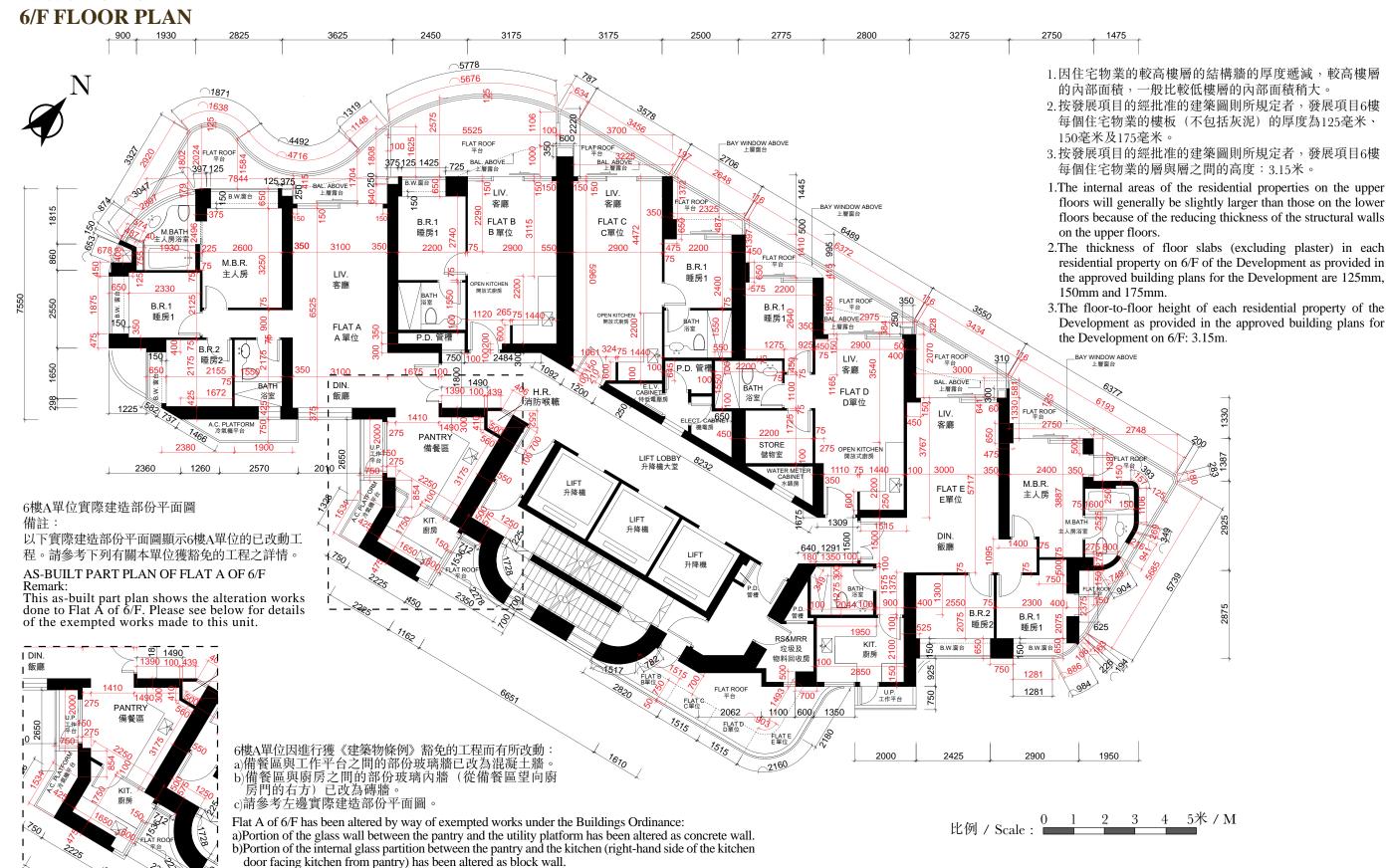
The following remarks are applicable to all pages in "Floor Plans of Residential Properties in the Development":

- 1. The dimensions of the floor plan are all in millimetre.
- 2. For residential properties in the Development which are not owned by the vendor, the floor plans show their status according to the set of floor plans based on which such properties were sold.

c)Please refer to the as-built part plan on the left hand side.

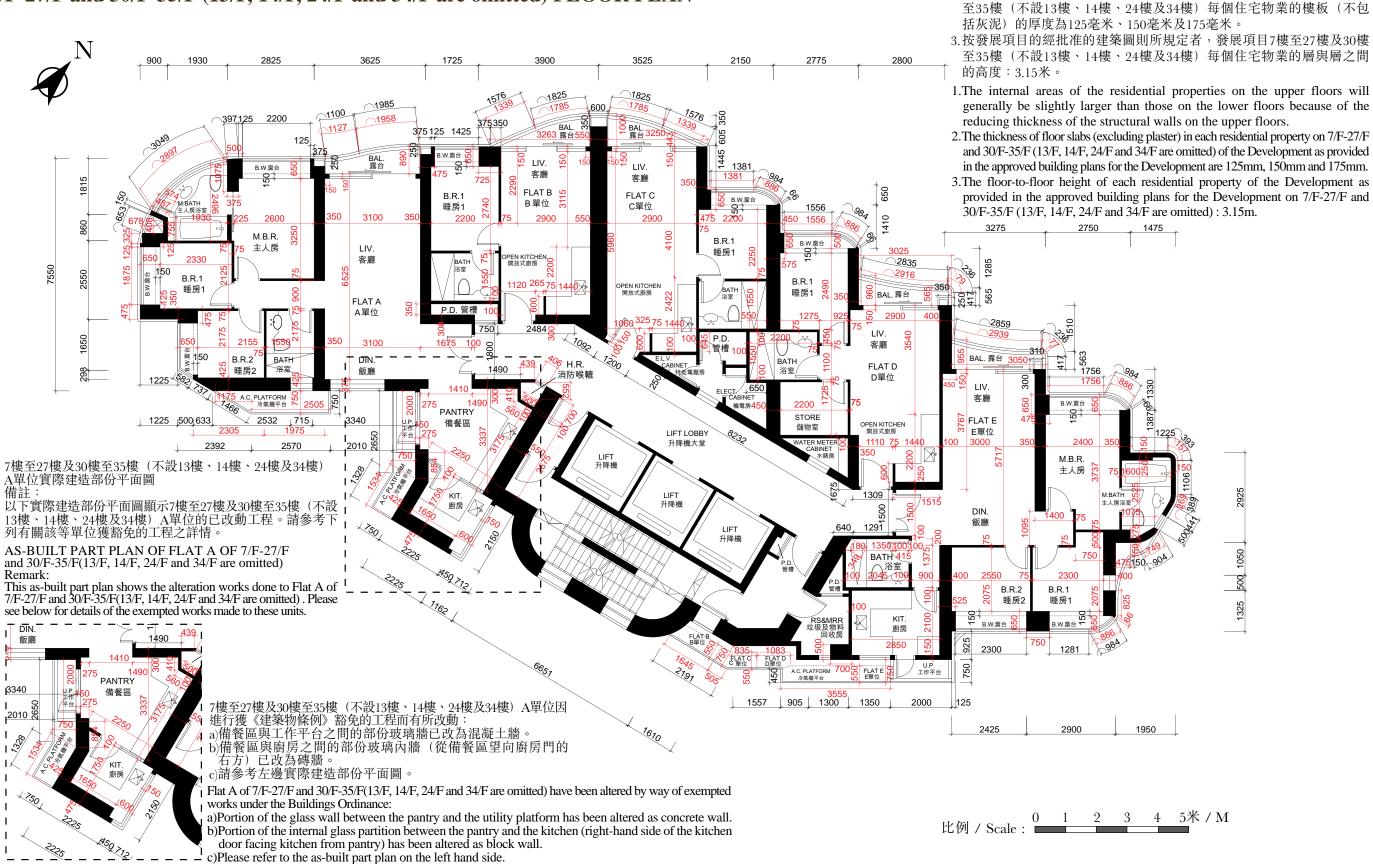
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

6樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

7樓至27樓及30樓至35樓(不設13樓、14樓、24樓及34樓)樓面平面圖 7/F-27/F and 30/F-35/F (13/F, 14/F, 24/F and 34/F are omitted) FLOOR PLAN



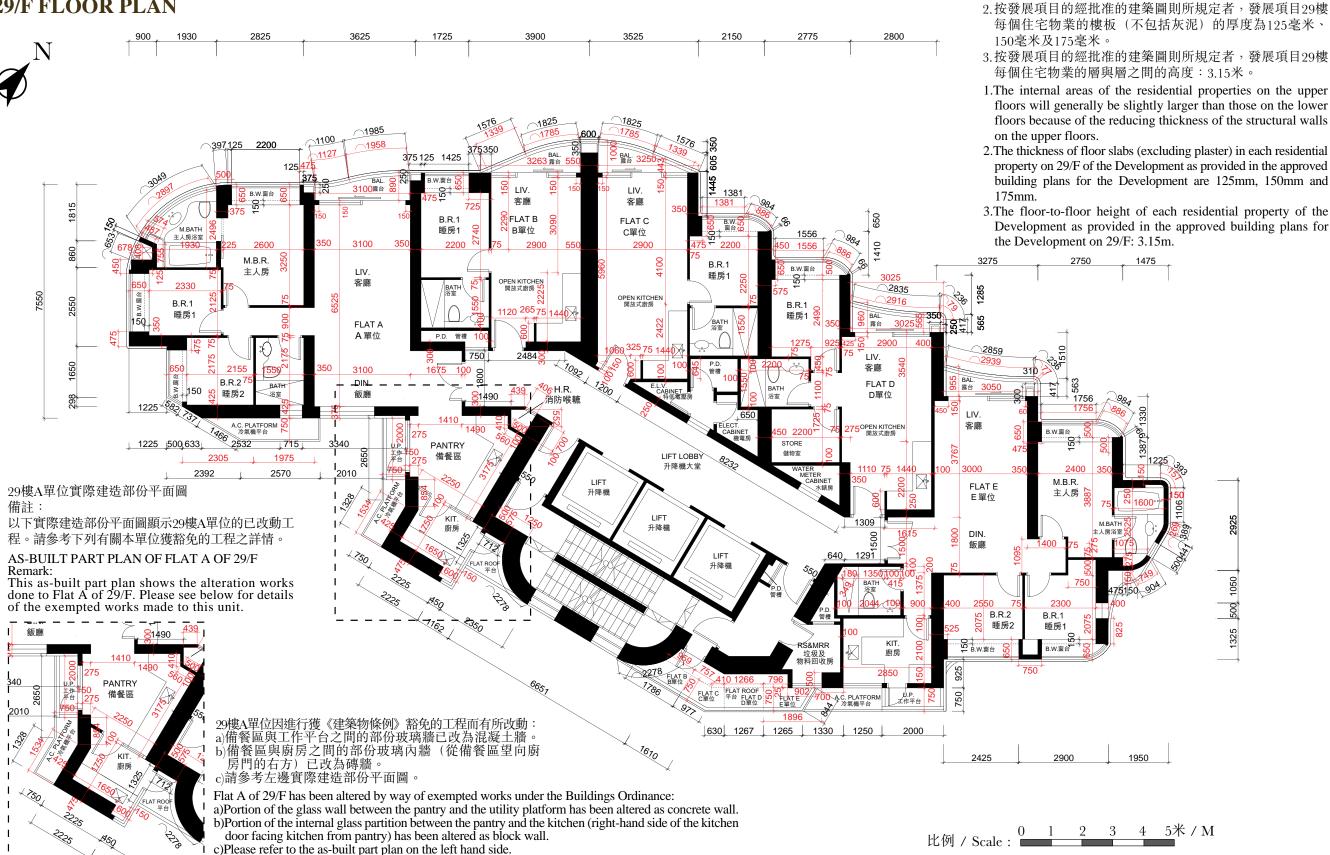
1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積

2.按發展項目的經批准的建築圖則所規定者,發展項目7樓至27樓及30樓

一般比較低樓層的內部面積稍大。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

29樓樓面平面圖 29/F FLOOR PLAN



1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的

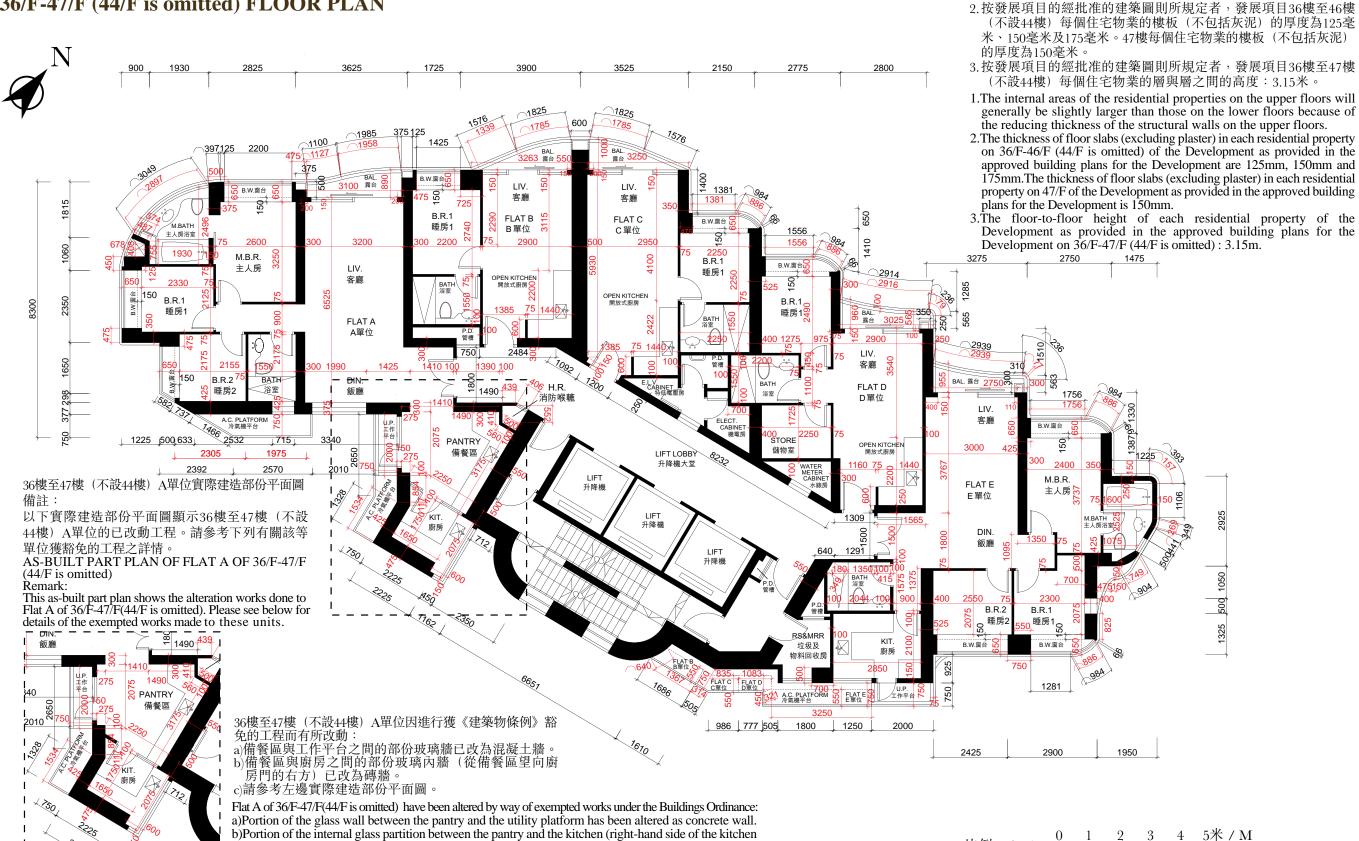
內部面積,一般比較低樓層的內部面積稍大。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

door facing kitchen from pantry) has been altered as block wall.

c)Please refer to the as-built part plan on the left hand side.

36樓至47樓(不設44樓)樓面平面圖 36/F-47/F (44/F is omitted) FLOOR PLAN



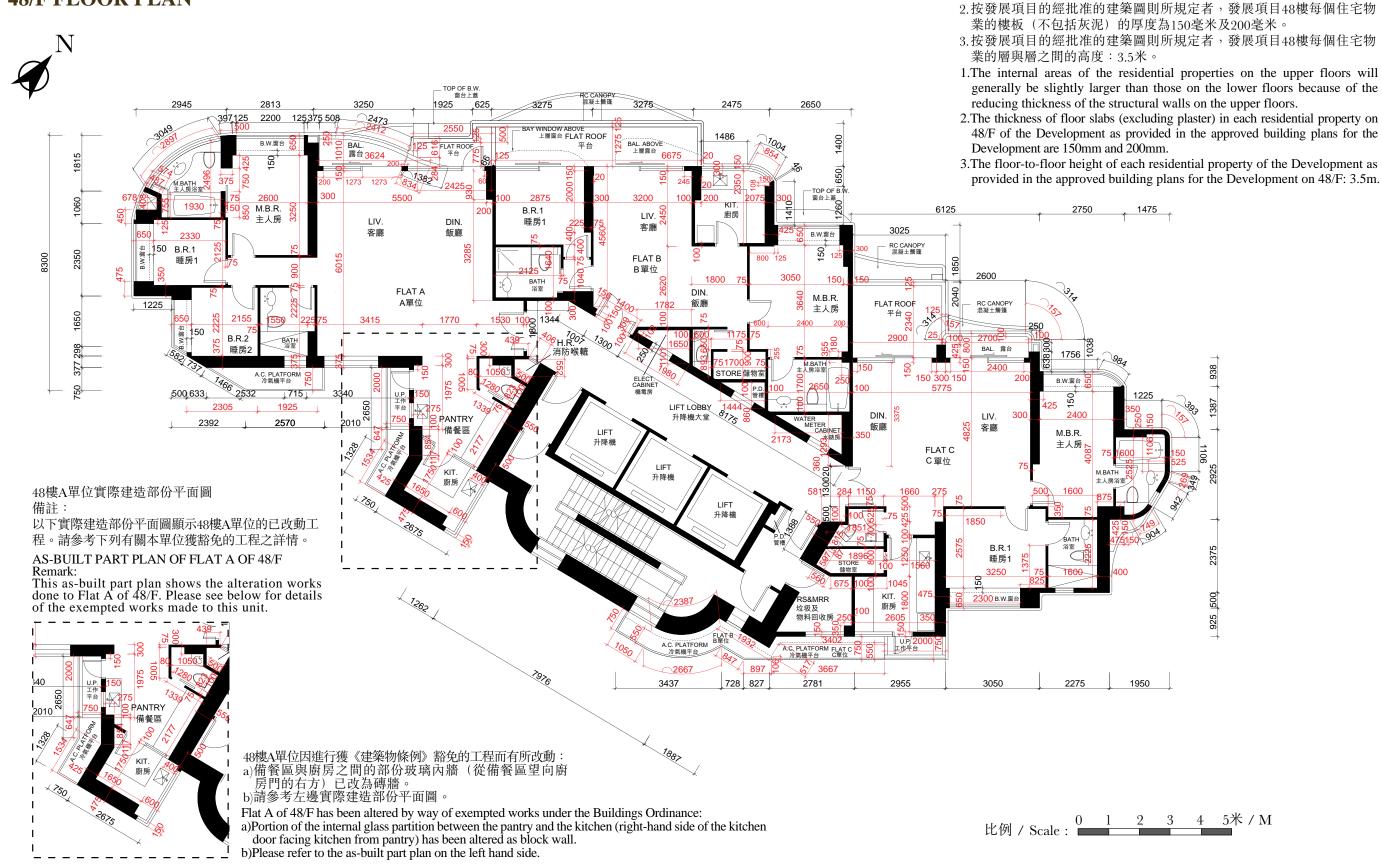
1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面

積,一般比較低樓層的內部面積稍大。

比例 / Scale: =

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

48樓**歯平面圖** 48/F FLOOR PLAN

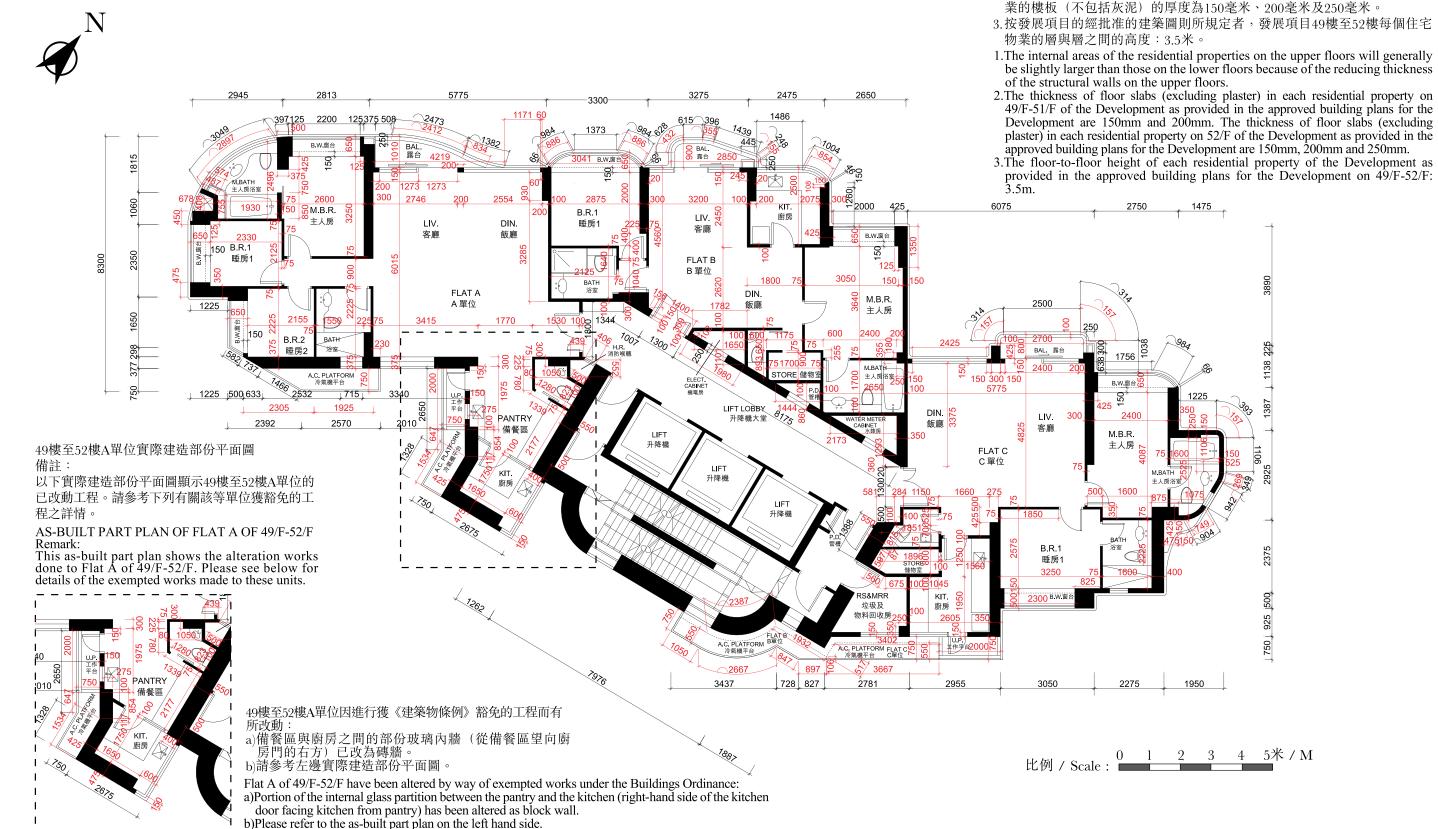


1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積

一般比較低樓層的內部面積稍大。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

49樓至52樓樓面平面圖 49/F-52/F FLOOR PLAN



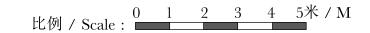
1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般

2.按發展項目的經批准的建築圖則所規定者,發展項目49樓至51樓每個住宅物業的樓板(不包括灰泥)的厚度為150毫米及200毫米。52樓每個住宅物

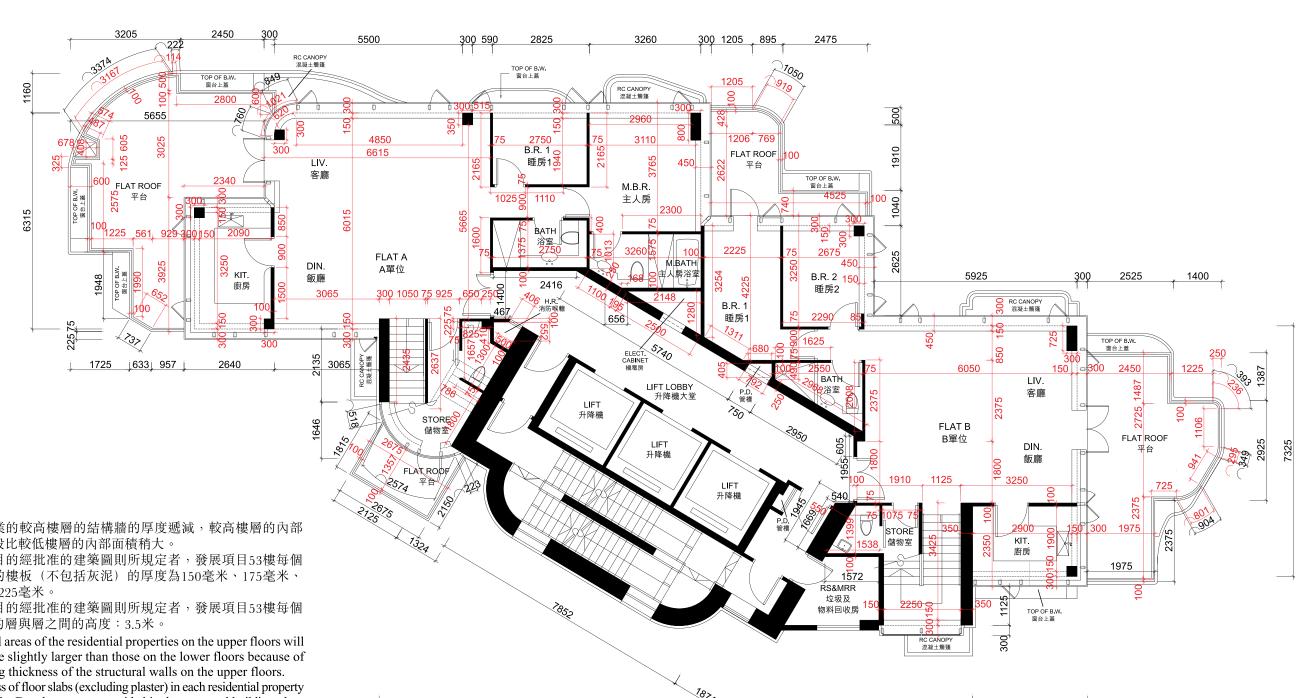
比較低樓層的內部面積稍大。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

53樓樓面平面圖 53/F FLOOR PLAN



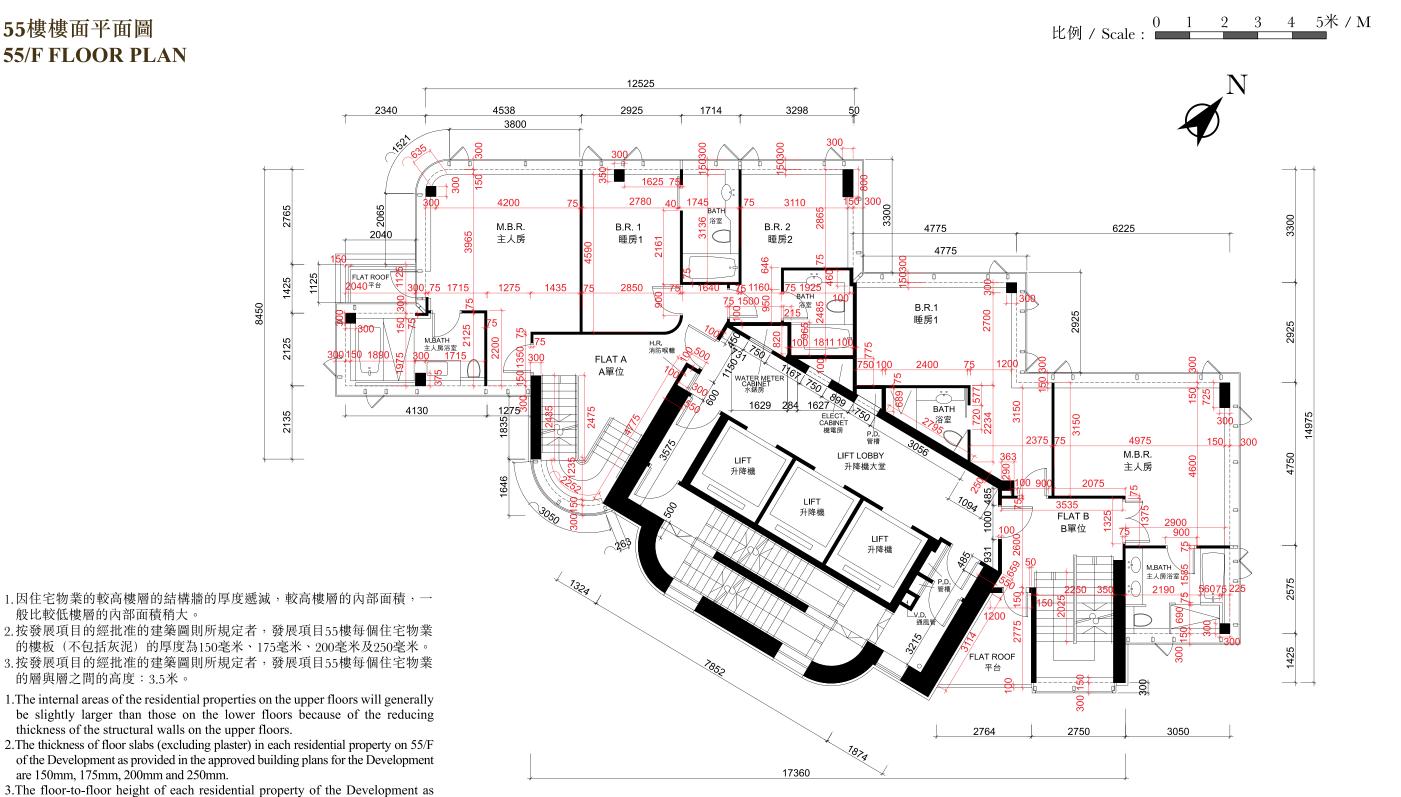




- 1.因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部 面積,一般比較低樓層的內部面積稍大。
- 2.按發展項目的經批准的建築圖則所規定者,發展項目53樓每個 住宅物業的樓板(不包括灰泥)的厚度為150毫米、175毫米、 200毫米及225毫米。
- 3. 按發展項目的經批准的建築圖則所規定者,發展項目53樓每個 住宅物業的層與層之間的高度:3.5米。
- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. The thickness of floor slabs (excluding plaster) in each residential property on 53/F of the Development as provided in the approved building plans for the Development are 150mm, 175mm, 200mm and 225mm.
- 3. The floor-to-floor height of each residential property of the Development as provided in the approved building plans for the Development on 53/F: 3.5m.

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

55樓樓面平面圖 55/F FLOOR PLAN



的層與層之間的高度:3.5米。

provided in the approved building plans for the Development on 55/F: 3.5m.

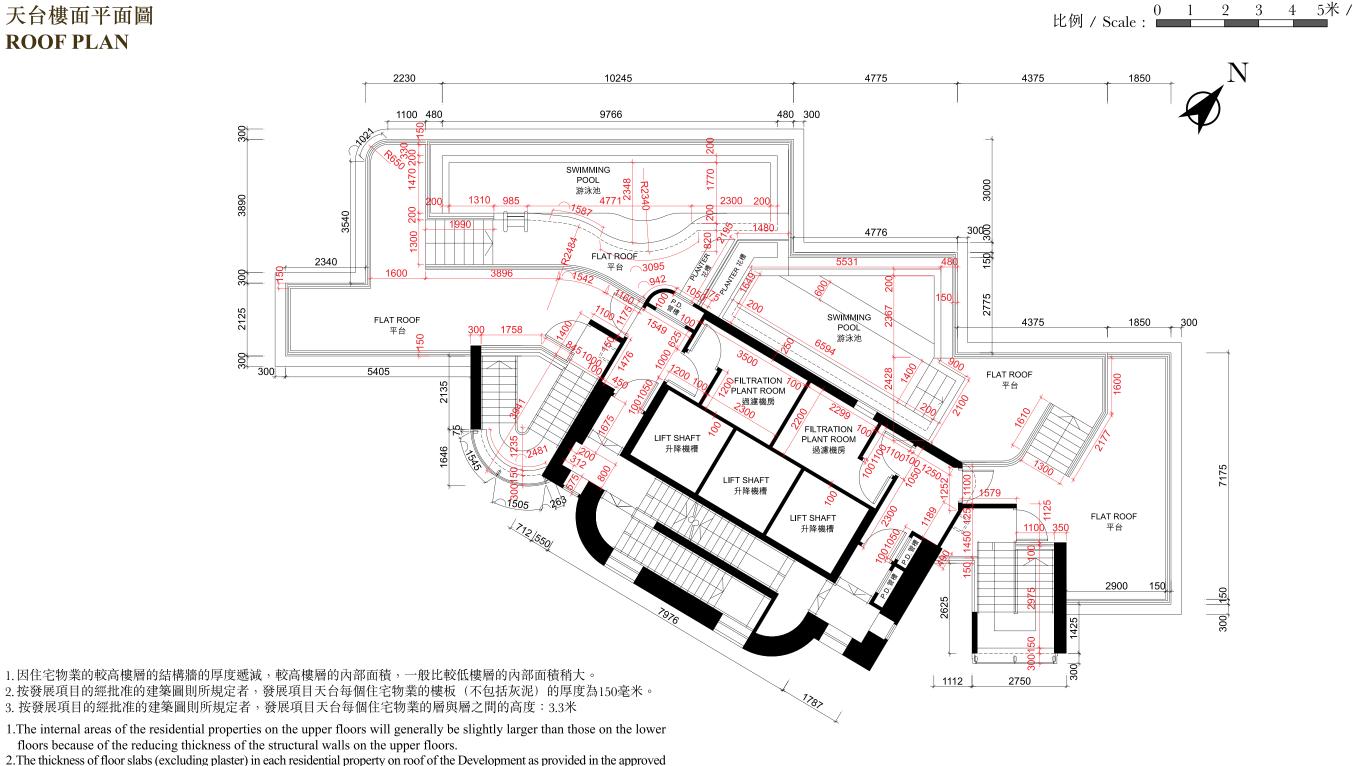
3. The floor-to-floor height of each residential property of the Development as provided in the approved building plans for

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

天台樓面平面圖 **ROOF PLAN**

building plans for the Development are 150mm.

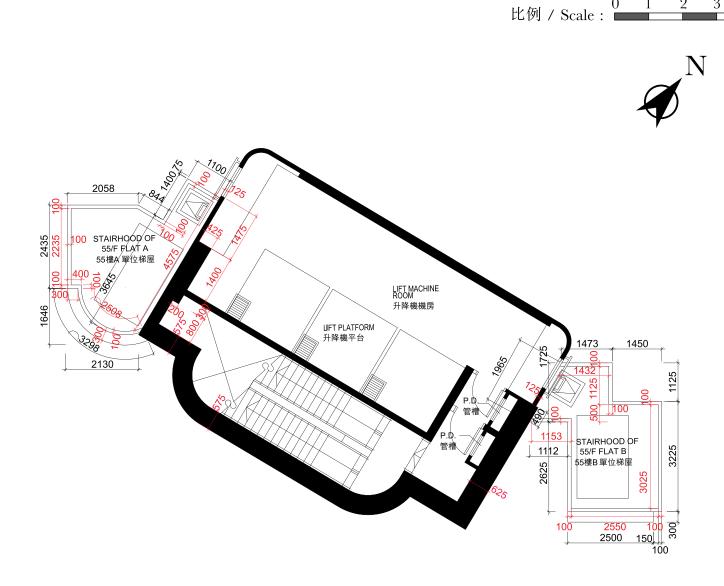
the Development on R/F: 3.3m



26

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

上層天台樓面平面圖 UPPER ROOF PLAN



- 1. 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。
- 2. 按發展項目的經批准的建築圖則所規定者,發展項目上層天台每個住宅物業的樓板(不包括灰泥)的厚度:不適用。
- 3. 按發展項目的經批准的建築圖則所規定者,發展項目上層天台每個住宅物業的層與層之間的高度:不適用。
- 1. 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.
- 2. The thickness of floor slabs (excluding plaster) in each residential property on upper roof of the Development as provided in the approved building plans for the Development are: Not appliable.
- 3. The floor-to-floor height of each residential property of the Development as provided in the approved building plans for the Development on UR/F: Not appliable.

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 | | | 物業的描述 escription of Residential Property (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 | 大廈名稱 樓層 單位 Block Name Floor 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 |
| | | A | 82.774 (891) 露台 Balcony: - 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | 12.442 (134) | - | - | - | - | - | - |
| | | В | 30.385 (327) 露台 Balcony: - 工作平台 Utility Platform: - | - | 0.713 (8) | - | 14.560 (157) | - | - | - | - | - | - |
| | 6樓 6/F | С | 32.677 (352) 露台 Balcony: - 工作平台 Utility Platform: - | + | - | - | 6.692 (72) | - | - | - | - | - | - |
| | | D | 36.211 (390) 露台 Balcony: - 工作平台 Utility Platform: - | - | - | - | 7.115 (77) | - | - | - | - | - | - |
| | | E | 66.234 (713) 露台 Balcony: - 工作平台 Utility Platform: 1.5 (16) | + | 2.098 (23) | - | 14.676 (158) | - | - | - | - | - | - |
| | 7樓至27樓及30樓至35樓 (不設13樓、14樓、 24樓及34樓) 7/F - 27/F and 30/F - 35/F (13/F, 14/F, 24/F & 34/F are omitted) | A | 85.035 (915) 露台 Balcony: 2.262 (24) 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | - | - | - | - | - | - | - |
| | | В | 32.385 (349) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.713 (8) | - | - | - | - | - | - | - | - |
| 加多近山 Cadogan | | С | 34.890 (376) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.999 (11) | - | - | - | - | - | - | - | - |
| | | D | 38.230 (412) 露台 Balcony: 2 (22) 工作平台 Utility Platform: - | - | 1.086 (12) | - | - | - | - | - | - | - | - |
| | | Е | 68.010 (732) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16) | - | 3.285 (35) | - | - | - | - | - | - | - | - |
| | | A | 85.035 (915) 露台 Balcony: 2.262 (24) 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | 1.252 (13) | - | - | - | - | - | - |
| | | В | 32.385 (349) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.713 (8) | - | 0.789 (8) | - | - | - | - | - | - |
| | 29樓 29/F | С | 34.890 (376) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.999 (11) | - | 0.839 (9) | - | - | - | - | - | - |
| | | D | 38.230 (412) 露台 Balcony: 2 (22) 工作平台 Utility Platform: - | - | 1.086 (12) | - | 0.791 (9) | - | - | - | - | - | - |
| | | Е | 68.010 (732) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16) | - | 3.285 (35) | - | 0.844 (9) | - | - | - | - | - | - |

- 1. 每個住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 2. 在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 3. 在構成住宅物業的一部分的範圍內的其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。
- 1. The saleable area of each residential property is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 2. 發展項目住宅物業並無陽台。

- 1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算並以四捨五入至整數。 1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
 - 2. There is no verandah in the residential properties of the Development.

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 | | | | | 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) | | 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 |
| | | A | 85.137 (916) 露台 Balcony: 2.262 (24) 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | - | - | - | - | - | - | - |
| | 00世五45世 | В | 32.150 (346) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.713 (8) | - | - | - | - | - | - | - | - |
| | 36樓至47樓 (不設44樓) 36/F – 47/F | C | 35.103 (378) 露台 Balcony: 1.999 (22) 工作平台 Utility Platform: - | - | 0.999 (11) | - | - | - | - | - | - | - | - |
| | (44/F is omitted) | D | 38.360 (413) 露台 Balcony: 2 (22) 工作平台 Utility Platform: - | - | 1.086 (12) | - | - | - | - | - | - | - | - |
| | | Е | 67.800 (730) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16) | - | 3.285 (35) | - | - | - | - | - | - | - | - |
| | 48樓 48/F | A | 97.438 (1,049) 露台 Balcony: 2.705 (29) 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | 2.134 (23) | - | - | - | - | - | - |
| 加多近山 Cadogan | | В | 65.046 (700) 露台 Balcony: - 工作平台 Utility Platform: - | - | 1.000 (11) | - | 8.351 (90) | - | - | - | - | - | - |
| | | C | 79.540 (856) 露台 Balcony: 2.240 (24) 工作平台 Utility Platform: 1.5 (16) | - | 2.336 (25) | - | 6.712 (72) | - | - | - | - | - | - |
| | | A | 97.438 (1,049) 露台 Balcony: 2.705 (29) 工作平台 Utility Platform: 1.5 (16) | - | 2.875 (31) | - | - | - | - | - | - | - | - |
| | 49樓至52樓 49/F - 52/F | В | 67.046 (722) 露台 Balcony: 2 (22) 工作平台 Utility Platform: - | - | 2.302 (25) | - | - | - | - | - | - | - | - |
| | | С | 79.540 (856) 露台 Balcony: 2.240 (24) 工作平台 Utility Platform: 1.5 (16) | - | 2.336 (25) | - | - | - | - | - | - | - | - |
| | 53樓及55樓 (不設54樓) | A | 201.280 (2,167) 露台 Balcony: - 工作平台 Utility Platform: - | - | - | - | 104.575 (1,126) | - | - | - | 10.405 (112) | - | - |
| | 53/F & 55/F (54/F is omitted) | В | 165.181 (1,778) 露台 Balcony: - 工作平台 Utility Platform: - | - | - | - | 102.351 (1,102) | - | - | - | 9.363 (101) | - | - |

- 1. 每個住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 2. 在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 3. 在構成住宅物業的一部分的範圍內的其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。
- 1. The saleable area of each residential property is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

備註:

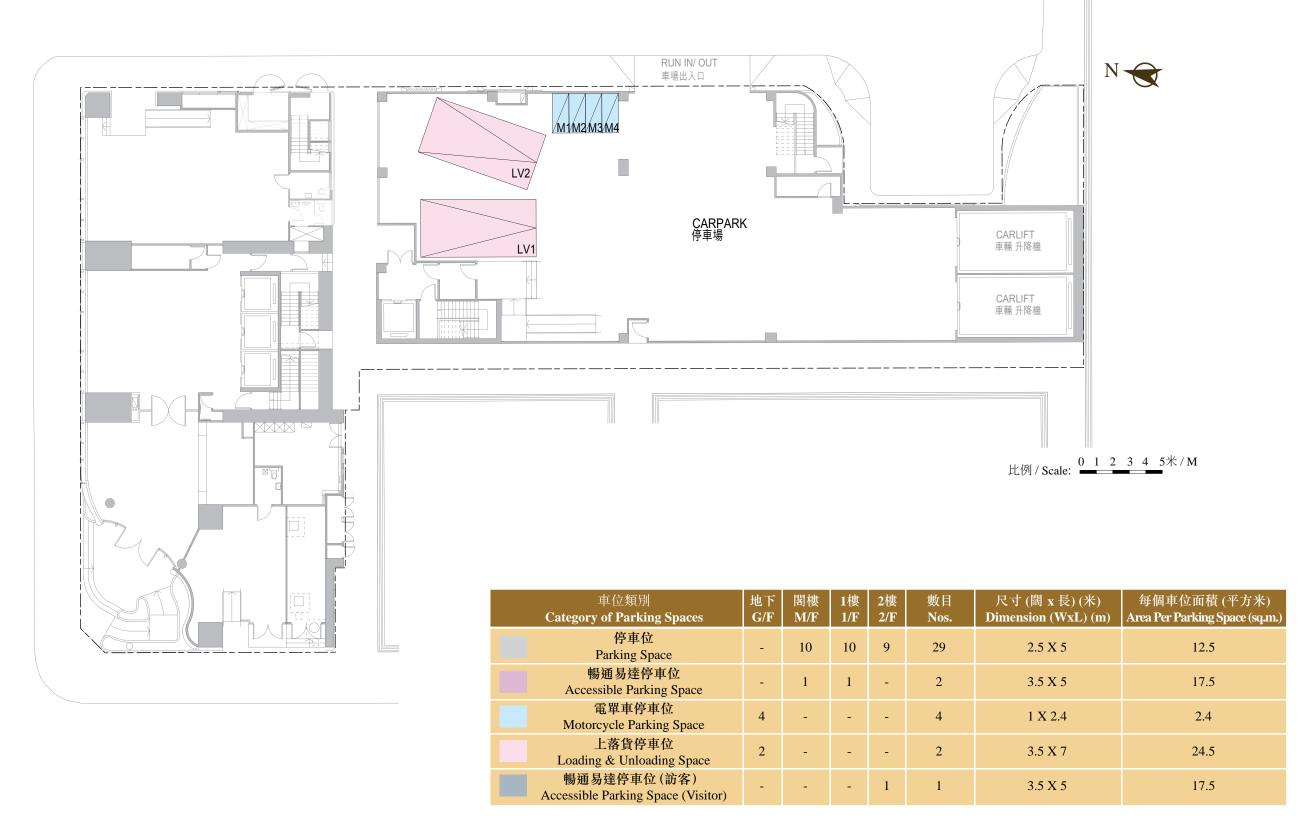
- 1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算並以四捨五入至整數。
- 2. 發展項目住宅物業並無陽台。

Remarks

- 1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
- 2. There is no verandah in the residential properties of the Development.

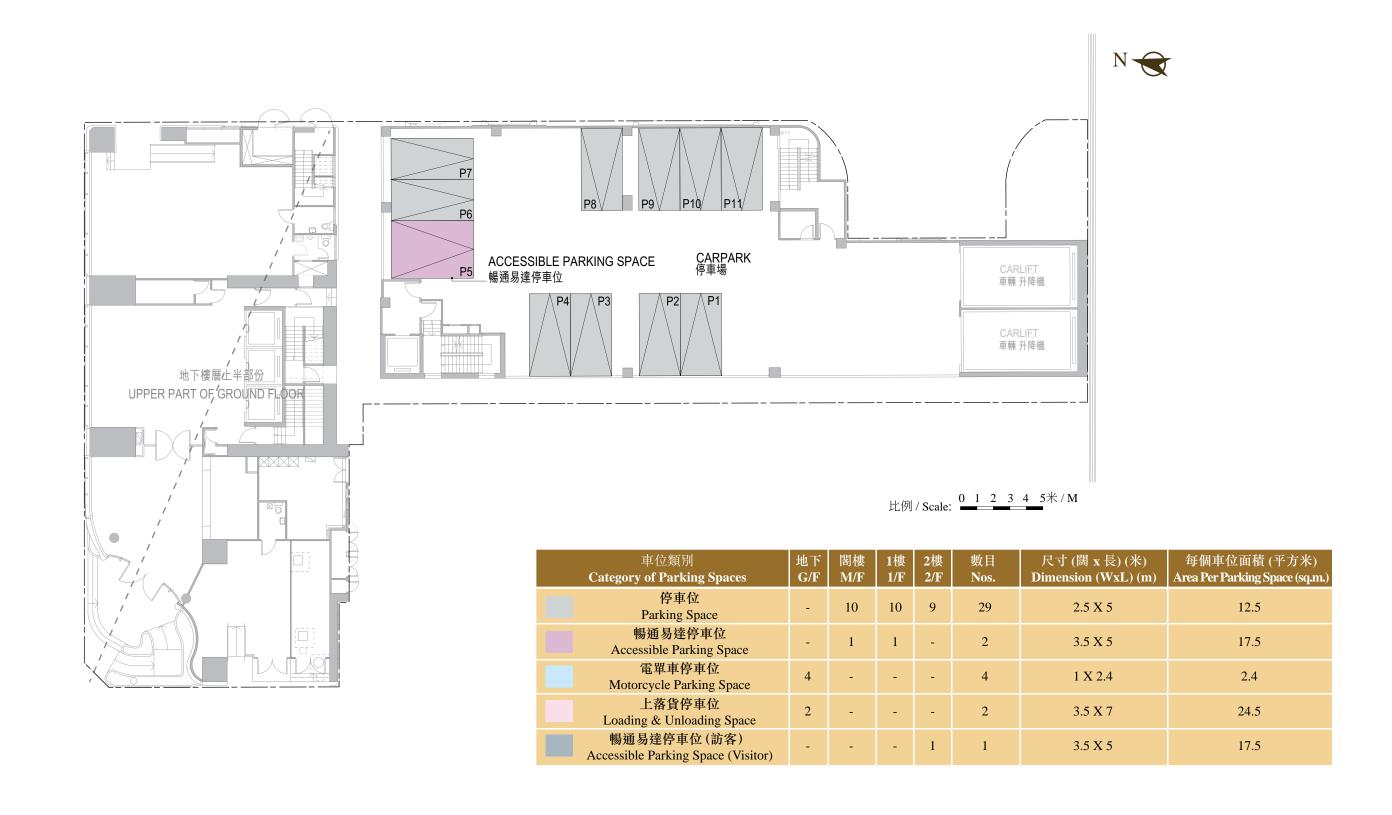
FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

地下的停車位的樓面平面圖 FLOOR PLAN OF PARKING SPACES ON G/F



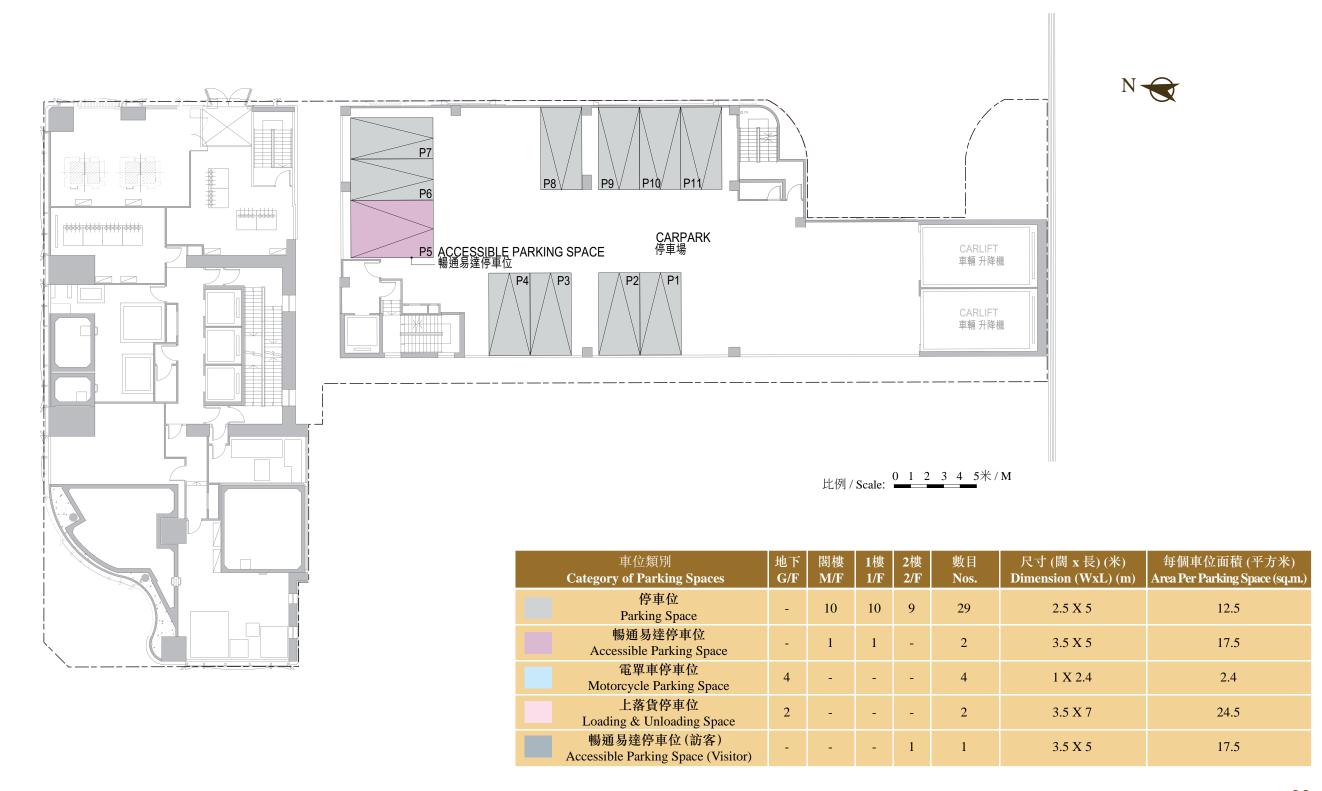
FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

閣樓的停車位的樓面平面圖 FLOOR PLAN OF PARKING SPACES ON M/F



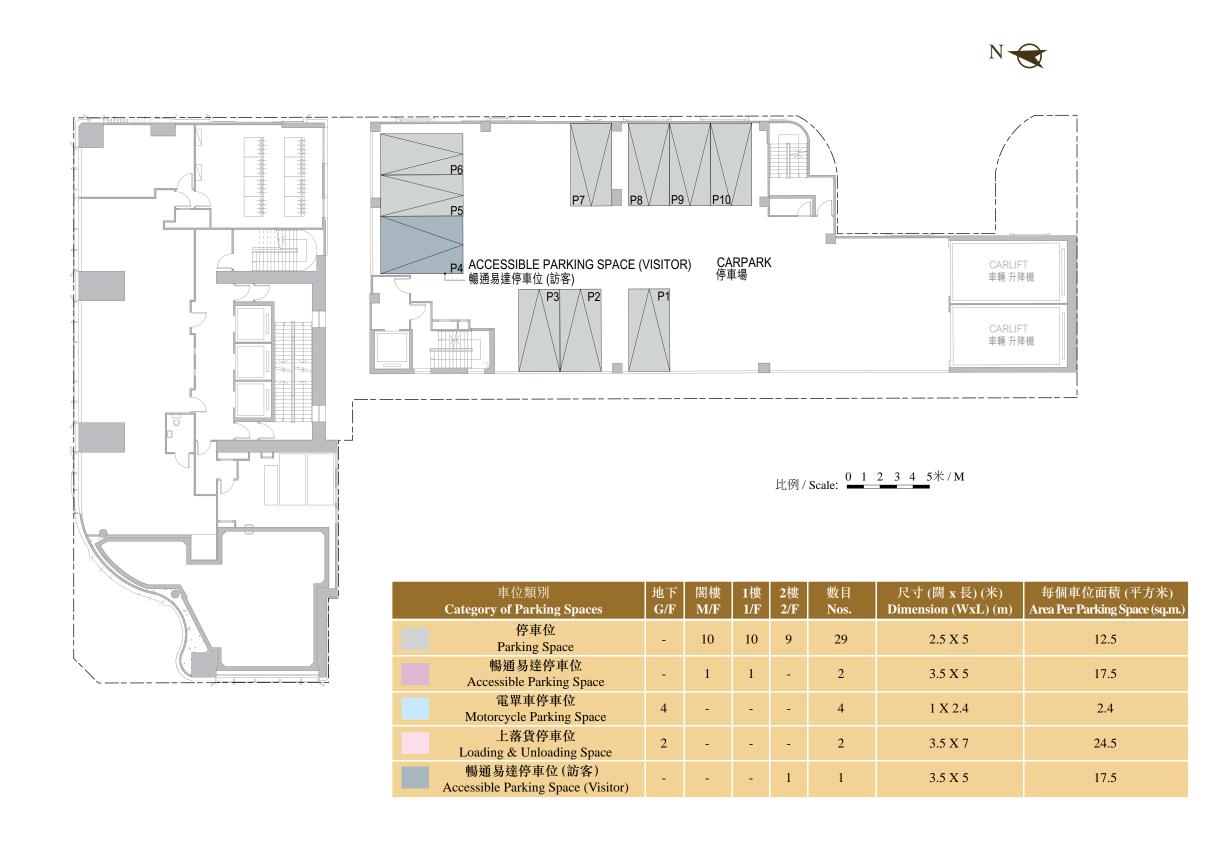
FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

1 樓 的 停 車 位 的 樓 面 平 面 圖 FLOOR PLAN OF PARKING SPACES ON 1/F



FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

2 樓 的 停 車 位 的 樓 面 平 面 圖 FLOOR PLAN OF PARKING SPACES ON 2/F



臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

- 1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
- 2. 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
- 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約一
- (i) 該臨時合約即告終止;
- (ii) 有關的臨時訂金即予沒收;及
- (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

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

SUMMARY OF DEED OF MUTUAL COVENANT

A. 大廈公契處理「發展項目」公用部分的條文摘要

「公用地方」指「屋苑公用地方」、「住宅大廈公用地方」、「停車場大廈公用地方」、「住宅公用地方」、「商業公用地方」及「停車場公用地方」。

「公共設施」指「屋苑公共設施」、「住宅大廈公共設施」、「停車場大廈公共設施」、「住宅公共設施」、「商業公共設施」及「停車場公共設施」。

「停車場大廈公用地方」指在「發展項目」大廈公契及管理協議(「公契」)夾附的圖則(經有關「認可人士」核實為準確)上顯示並用綠色標明,僅供識別的「停車場大廈」的該等部分,包括但不限於「停車場大廈」的「外牆」、花槽、客用升降機槽、客用升降機大堂、車輛升降機槽、電掣房、消防入水和灑水掣及控制閥、升降機房、平台、灑水水泵房、消防水泵房、二樓車道及停車等候處、樓梯及梯台及並非特別轉讓或供個別擁有人獨家使用的該等部分,以及建築物管理條例(第344章)第一附表所述而位於「停車場大廈」內指定或擬供「住宅單位」及「停車位」之擁有人共同使用與享用的所有其他公共部分(如有)。

「停車場大廈公共設施」指供「住宅單位」及「停車位」使用與享用而非供個別「住宅單位」及「停車位」獨家使用或享用的該等設施及輔助設備,包括但不限於「停車場大廈」的客用升降機及車輛升降機、保安系統、電力及機械裝置、消防裝置、灑水器水箱、消防水箱、灑水器水泵及消防水泵。

「停車場公用地方」指在「公契」夾附的圖則(經有關「認可人士」核實為準確)上顯示並用紅色標明,僅供識別的,位於「發展項目」之「停車場大廈」地下、閣樓、一樓、二樓及三樓,指定或擬供「停車位」之擁有人共同使用與享用,而並非特別轉讓或供個別擁有人獨家使用的該等部分,包括但不限於車道、位於閣樓及一樓的停車等候處以及升降機房。

「停車場公共設施」指供「停車位」而非「發展項目」其他部分使用與享用,且非供個別「停車位」獨家使用或享用的該等設施及設備,包括但不限於保安系統、電力及機械裝置及消防裝置。

「商業公用地方」指在「公契」夾附的圖則(經有關「認可人士」核實為準確)上顯示並用紫藍色標明,僅供識別的,位於「停車場大廈」地下,指定或擬供「商業單位」之擁有人共同使用與享用,而並非特別轉讓或供個別「商業單位」之擁有人獨家使用的該等部分,包括但不限於位於「停車場大廈」地下,供「商業單位」之擁有人及佔有人及他們的真正賓客和訪客使用的裝卸區。

「**商業公共設施**」指供「商業單位」而非「發展項目」其他部分使用與享用,且非供個別「商業單位」獨家使用 與享用的該等設施及設備。

「屋苑公用地方」指整個「地段」及「發展項目」指定或擬供擁有人共同使用與享用,而並非特別轉讓或供個別擁有人獨家使用的地方,包括但不限於「通行權區域」的該等部分、開放通道、電纜立管槽房、垃圾及物料回收房、消防控制房、水錶房、維修區域、「停車場大廈」入口、「停車場大廈」地下之車道、變壓器房、高壓電掣分隔室、用戶電掣房、泵房、儀表檢查房、電力儀錶房、增壓泵房、緊急發電機房、現有通道巷、上落客貨處、沖廁水水箱、食水水箱、淡水水箱、位於該「地段」及「發展項目」內的露天空間、通道、走廊、樓梯及梯台,以及建築物管理條例(第344章)第一附表所述而位於「地段」及「發展項目」內指定或擬供擁有人共同使用與享用,而並非特別轉讓或供個別擁有人獨家使用的其他公共部分(如有),以及用作儲存、安置或提供「屋苑公共設施」的房間、區域及空間,但不包括「地段」及「發展項目」內屬於「單位」或「住宅大廈公用地方」、「停車場大廈公用地方」、「停車場大廈公用地方」、「信宅公用地方」、「商業公用地方」或「停車場公用地方」的部分。「屋苑公用地方」在「公契」夾附的圖則(經有關「認可人士」核實為準確)上顯示並用黃色及黃色間黑斜線標明,僅供識別。

「屋苑公共設施|指:

- (a)服務「屋苑公用地方」的排水渠、水道、管道、明渠、井(如有)、污水渠、消防系統、電線及電纜、緊急發電機、電力設備、水龍頭、空調冷凝器、空調或機械裝置,以及目前或今後任何時候在「地段」及「發展項目」之內、之下、之上或通過「地段」及「發展項目」將水、污水、電力及任何其他服務輸送到「地段」及「發展項目」或其中任何部份,供整個「地段」及「發展項目」使用與享用,而並非供個別「單位」使用或享用的其他服務設施(不論是否套有任何套管);
- (b)供整個「地段」及「發展項目」使用與享用,而並非供個別「單位」使用或享用的水箱(包括消防水箱、灑水水箱、食水水箱、沖廁水水箱、淡水水箱)及水泵;
- (c)位於「發展項目」內供整個「地段」及「發展項目」使用與享用,而並非供個別「單位」使用或享用的照明及 防雷保護系統;

(d)供整個「地段」及「發展項目」使用與享用,而並非供個別「單位」使用與享用的防盜警鐘、鐵閘及保安系統(如有);

(e)位於「發展項目」內供整個「地段」及「發展項目」使用與享用,而並非供個別「單位」使用與享用的自動灑水系統與火警探測及警報系統;

及供整個「地段」及「發展項目」共同使用與享用,而並非供個別「單位」獨家使用或享用的其他設施與系統。為免生疑,「屋苑公共設施」一詞不包括構成「住宅大廈公共設施」、「停車場大廈公共設施」、「住宅公共設施」、「商業公共設施」或「停車場公共設施」部分的該等設施、設備及其他類似構築物。

「連接橋」指連接「住宅大廈」與「停車場大廈」位於「發展項目」五樓的無蓋行人天橋。

「康樂區」指位於「停車場大廈」三樓與五樓及「發展項目」「住宅大廈」二樓、三樓與五樓的所有該等部分, 以及擬供予「發展項目」「住宅單位」的擁有人和住戶及他們的真正訪客作康樂用途的所有其他區域,包括但不 限於游泳池、有蓋園林/休憩區、健身區、桑拿室、男士及女士洗手間及更衣室、自習室及遊樂區。

「康樂設施」指供「發展項目」「住宅單位」的住戶及他們的真正訪客作康樂用途所提供或安裝的設施。

「住宅公用地方」指在「公契」夾附的圖則(經有關「認可人士」核實為準確)上顯示並用橙色標明,僅供識別的「發展項目」的該等部分,包括但不限於「康樂區」、「連接橋」、「住宅大廈」的「外牆」(不包括「標誌區域」)及「連接橋」、「住宅大廈」的入口大堂、「住宅大廈」的升降機槽、後勤室、警衛室、電訊引入線導管、裝卸區、灑水水泵房、風機房(會所使用)、平台(不構成「單位」的部分)、花槽、管槽、「住宅大廈」的升降機大堂、垃圾及物料回收房、水錶房、機電房、特低電壓房、混凝土簷篷、庇護層、「住宅大廈」的升降機機房、較寬走廊、較寬升降機大堂、樓梯、梯台、「訪客停車位」、游泳池凹槽區域、綠化帶(無論垂直或水平)、位於「停車場大廈」三樓的過濾機房,及並非特別轉讓或供個別擁有人獨家使用的該等部分,以及建築物管理條例(第344章)第一附表所述而位於「地段」及「建築物」內指定或擬供「發展項目」「住宅單位」之擁有人共同使用與享用的所有其他公共部分(如有)。

「住宅公共設施」指供「發展項目」「住宅單位」使用與享用,而並非供個別「發展項目」「住宅單位」獨家使用或享用,並包括「康樂設施」的該等設施及輔助設備(包括但不限於排水渠、水道、管道、明渠、井(如有)、污水渠、消防系統、升降機、電線及電纜、電力設備、空調冷凝器、服務「住宅公用地方」的空調或機械裝置、水箱、位於「停車場大廈」三樓的過濾機房、灑水水泵、吊船及吊船軌)。

「住宅大廈公用地方」指在「公契」夾附的圖則(經有關「認可人士」核實為準確)上顯示並用深藍色標明,僅供識別的「住宅大廈」的該等部分,包括但不限於消防入水掣、灑水掣、噴淋器入水掣、灑水控制閥及噴淋器、燃氣室、電訊廣播設備房、消防水箱、消防水泵房、風機房、灑水水泵房、灑水水箱、智能電視房、位於「商業單位」內的管槽、位於「住宅大廈」二樓的儀表檢查房及並非特別轉讓或供個別擁有人獨家使用的該等部分,以及建築物管理條例(第344章)第一附表所述而位於「住宅大廈」內指定或擬供「住宅單位」、「商業單位」及「標誌區域」之擁有人共同使用與享用的所有其他公共部分(如有)。

「住宅大廈公共設施」指供「住宅大廈」(包括「住宅單位」、「商業單位」及「標誌區域」)「單位」使用與享用,而並非供個別「住宅大廈」「單位」獨家使用或享用的該等設施及輔助設備(包括但不限於公用電視天線及/或電纜(如有)、調頻/收音天線(如有)、衛星接收碟(如有)、無線電廣播播放分佈或電訊網絡設施、任何種類的傳送裝置及輔助設備)。

「通行權區域」指在「公契」夾附的地下圖則(經有關「認可人士」核實為準確)上顯示並用黃色間黑斜線標明,僅供識別,供擁有人以及當時為內地段第905號其他部分的其他擁有人及佔有人共同使用,以使其通過及再通過「地段」該等部分的所有「地段」的該等區域,包括但不限於現有通道巷。

「**訪客停車位**」指在「公契」夾附的二樓圖則(經有關「認可人士」核實為準確)上顯示並用橙色標明,僅供識別的位於「停車場大廈」二樓的殘疾人士停車位。

當時為內地段第905號其他部分的擁有人及佔有人以及他們的租客、傭工、訪客、工人及其他獲其授權人士具全面的權利及自由,通行及再通行以往來及穿越「通行權區域」。

SUMMARY OF DEED OF MUTUAL COVENANT

B.分配予「發展項目」每個住宅物業的不分割份數的數目

分配予「發展項目」每個住宅物業的不分割份數的數目如下:

| 樓層 | 單位 | 分配予每個住宅物業的不分割份數的數目 |
|------------------------|-------|--------------------|
| | A | 875 / 117,513 |
| | В | 326 / 117,513 |
| 6樓 | С | 334 / 117,513 |
| | D | 371 / 117,513 |
| | E | 699 / 117,513 |
| | A | 887 / 117,513 |
| | В | 332 / 117,513 |
| 29樓 | С | 360 / 117,513 |
| | D | 395 / 117,513 |
| | E | 714 / 117,513 |
| | A | 885 / 117,513 |
| 7樓至27樓, | В | 332 / 117,513 |
| 30樓至35樓 | С | 360 / 117,513 |
| (不設13樓, 14樓, 24樓, 34樓) | D | 395 / 117,513 |
| | E | 715 / 117,513 |
| | A | 886 / 117,513 |
| 36樓至47樓 | В | 330 / 117,513 |
| (不設44樓) | С | 363 / 117,513 |
| (/)"以11(安/ | D | 396 / 117,513 |
| | E | 713 / 117,513 |
| | A | 1,012 / 117,513 |
| 48樓 | В | 673 / 117,513 |
| | С | 828 / 117,513 |
| | A | 1,009 / 117,513 |
| 49樓至52樓 | В | 697 / 117,513 |
| | С | 821 / 117,513 |
| 53樓及55樓 | A(複式) | 2,126 / 117,513 |
| (不設54樓) | B(複式) | 1,763 / 117,513 |

C. 「發展項目 | 的管理人的委任年期

除《建築物管理條例》(第344章)另有規定外,「地段」及「發展項目」的管理委任期為「經理人」簽立「公契」之日起的初期二年並繼續任職至(i)「經理人」提前不少於三個月發出書面通知「業主委員會」或「業主立案法團」(如成立)或所有擁有人或(ii)「業主委員會」(在「業主立案法團」成立前)在持有總計不少於50%的「不分割份數」(不包括分配予「公用地方」與「公共設施」的「不分割份數」)的擁有人通過決議後,提前至少三個月向「經理人」發出書面通知無補償金而終止。

D. 管理開支在「發展項目」中的住宅物業的擁有人之間分擔的基準

每個「住宅單位」的擁有人須向「經理人」提前按月支付的管理費,該等費用按其持有之管理份數之比例分攤,但不得要求擁有人支付多於按以下所述適當比例分攤的管理開支:

- (a)如果任何開支涉及或有利於「地段」和「發展項目」(但並非僅涉及或有利於任何「單位」、「住宅大廈公用地方」、「住宅大廈公共設施」、「停車場大廈公用地方」、「停車場大廈公共設施」、「住宅公用地方」、「住宅公共設施」、「商業公用地方」、「商業公共設施」、「停車場公用地方」或「停車場公共設施」)、「屋苑公用地方」及/或「屋苑公共設施」,該等開支的全部款項須由全體「發展項目」之擁有人按其持有之管理份數之比例分攤。
- (b)如果任何開支僅涉及或有利於「發展項目」之「住宅單位」(但並非僅涉及或有利於任何個別特定「住宅單位」)、「住宅公用地方」及/或「住宅公共設施」,該等開支的全部款項須由「住宅單位」之擁有人按其持有之管理份數之比例分攤。
- (c)如果任何開支僅涉及或有利於「住宅大廈公用地方」及/或「住宅大廈公共設施」,該等開支的全部款項須由「住宅單位」、「商業單位」及「標誌區域」之擁有人按其持有之管理份數之比例分攤。
- (d)如果任何開支僅涉及或有利於「停車場大廈公用地方」及/或「停車場大廈公共設施」,該等開支的全部款項須由「住宅單位」及「停車位」之擁有人按其持有之管理份數之比例分攤。
- (e)如果任何開支僅涉及或有利於個別「住宅單位」,該等開支的全部款項須由該「住宅單位」之擁有人承擔。

E. 計算管理費按金的基準

每個「單位」應付之管理費按金須等於該「單位」的三個月管理費。

F. 擁有人在「發展項目」中保留作自用的範圍 (如有的話)

不適用

SUMMARY OF DEED OF MUTUAL COVENANT

A. Summary of the provisions of the deed of mutual covenant that deal with the common parts of the Development

"Common Areas" mean the Estate Common Areas, the Residential Tower Common Areas, the Carpark Tower Common Areas, the Residential Common Areas, the Common Areas and the Carpark Common Areas.

"Common Facilities" mean the Estate Common Facilities, the Residential Tower Common Facilities, the Carpark Tower Common Facilities, the Residential Common Facilities, the Common Facilities.

"Carpark Tower Common Areas" mean those parts of the Carpark Tower as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed to the Deed of Mutual Covenant and Management Agreement of the Development ("DMC") and thereon coloured Green for the purpose of identification only including, but not limited to, the External Walls of the Carpark Tower, planters, passenger lift shafts, passenger lift lobbies, car lift shafts, switch rooms, F.S. inlet & sprinkler inlet & control valve, lift machine room, flat roofs, sprinkler pump room, F.S. pump room, driveways and waiting space on Second Floor, staircases and landings and those parts not otherwise specifically assigned to or for the exclusive use of an owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Carpark Tower designated or intended for the common use and benefit of the owners of the Residential Units and the Car Parking Spaces.

"Carpark Tower Common Facilities" mean those facilities and ancillary equipment for the use and benefit of the Residential Units and the Car Parking Spaces and not for the use or benefit of a particular Residential Unit or Car Parking Space exclusively and shall include but not limited to passenger lift and car lifts of Carpark Tower, security system, electrical and mechanical installations, fire services installation, sprinkler water tank, F.S. water tank, sprinkler pump and F.S. pump.

"Carpark Common Areas" mean those parts of Ground Floor, Mezzanine Floor, First Floor, Second Floor and Third Floor of the Carpark Tower of the Development as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed to the DMC and thereon coloured Red for the purpose of identification only, not otherwise specifically assigned to or for the exclusive use of an owner and mean those parts designed or intended for the common use and benefit of the owners of the Car Parking Spaces and shall include but not limited to the driveways and waiting spaces on Mezzanine Floor and First Floor and lift machine room.

"Carpark Common Facilities" mean those facilities and equipment for the use and benefit of the Car Parking Spaces but not other parts of the Development and not for the use or benefit of a particular Car Parking Space exclusively and shall include but not limited to security system, electrical and mechanical installations and fire services installation.

"Commercial Common Areas" mean those parts of the Ground Floor of the Carpark Tower as shown on the plans (certified as to their accuracy by or on behalf of the Authorised Person) annexed to the DMC and thereon coloured Violet for the purpose of identification only, not otherwise specifically assigned to or for the exclusive use of an owner of Commercial Unit and mean those parts designed or intended for the common use and benefit of the owners of the Commercial Units and shall include but not limited to the loading and unloading space on the Ground Floor of the Carpark Tower for use by the owners and occupiers of the Commercial Units and their bona fide guests and visitors.

"Commercial Common Facilities" mean those facilities and equipment for the use and benefit of the Commercial Units but not other parts of the Development and not for the use and benefit of a particular Commercial Unit exclusively.

"Estate Common Areas" mean the whole of the Lot and the Development not otherwise specifically assigned to or for the exclusive use of an owner and mean those parts designed or intended for common use and benefit of the owners and shall include but not limited to such parts of the Right of Way Areas, the open passages, cable riser duct room, refuse storage & material recovery chamber, fire services control room, water meter room, maintenance space, entrance of Carpark Tower, driveways on Ground Floor of Carpark Tower, transformer room, high voltage switchgear compartment room, consumer switch rooms, pump room, check meter cabinets, electricity meter room, booster pump room, emergency generator room, the existing service lanes, loading/unloading bay, flushing water tanks, potable water tank, fresh water

tanks, open spaces within the Lot and the Development, passages, corridors, staircases and landings and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designated or intended for common use and benefit of the owners and not otherwise specifically assigned to or for the exclusive use of an owner and such rooms, areas and spaces for storing housing or providing the Estate Common Facilities but excluding all areas on and of the Lot and the Development which form part of the Units or Residential Tower Common Areas, Carpark Tower Common Areas, Residential Common Areas, Commercial Common Areas or Carpark Common Areas. The Estate Common Areas are for the purpose of identification only shown and coloured Yellow and Yellow hatched Black on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed to the DMC.

"Estate Common Facilities" mean:

- (a) Such of the drains, watercourses, pipes, gutters, wells (if any), sewers, fire-fighting system, wires and cables, emergency generator, electrical equipment, water tap point, air-conditioning condensers, air-conditioning or mechanical installation servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof which are for the use and benefit of the Lot and the Development as a whole and not for the use of benefit of a particular Unit;
- b) Water tanks (including fire services water tank, sprinkler water tank, potable water tank, flushing water tanks, fresh water tanks) and water pumps which are for the use and benefit of the Lot and the Development as a whole and not for use or benefit of a particular Unit;
- (c) Lighting and lightning protection system within the Development which are for the use and benefit of the Lot and the Development as a whole and not for the use or benefit of a particular Unit;
- (d) Burglar alarm, metal gate and security system(s) (if any) which are for the use and benefit of the Lot and the Development as a whole and not for the use or benefit of a particular Unit;
- (e) Automatic sprinkler system and fire detection and alarm system within the Development which are for the use and benefit of the Lot and the Development as a whole and not for the use or benefit of a particular Unit;

and other facilities and systems for the common use and benefit of the Lot and the Development as a whole and not for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term "Estate Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Residential Tower Common Facilities, the Carpark Tower Common Facilities, the Residential Common Facilities, the Common Facilities.

"Link Bridge" means the uncovered footbridge connecting the Residential Tower and the Carpark Tower on the Fifth Floor level of the Development.

"Recreational Areas" mean all those portions of the Third Floor and Fifth Floor of the Carpark Tower and the Second Floor, Third Floor and Fifth Floor of the Residential Tower of the Development and all other areas intended for recreational use by the owners and residents of the Residential Units of the Development and their bona fide visitors which shall include but not limited to swimming pool, covered landscape / sitting area, gymnasium, sauna, male and female lavatories & changing rooms, study room and game room.

"Recreational Facilities" mean the facilities provided or installed for recreational use by the residents of the Residential Units of the Development and their bona fide visitors.

SUMMARY OF DEED OF MUTUAL COVENANT

"Residential Common Areas" mean those parts of the Development as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed to the DMC and thereon coloured Orange for the purpose of identification only including, but not limited to, the Recreational Areas, Link Bridge, the External Walls of the Residential Tower (excluding the Signage Area) and the Link Bridge, entrance lobby of the Residential Tower, lift shafts of the Residential Tower, logistic room, watchmen's counter, tel. lead-in duct, loading and unloading space, sprinkler pump room, AHU room (for clubhouse), flat roofs (not forming parts of Units), planters, pipe ducts, lift lobbies of Residential Tower, refuse storage & material recovery rooms, water meter cabinets, electrical cabinets, E.L.V. cabinets, reinforced concrete canopies, refuge floor, lift machine rooms of Residential Tower, wider corridors, wider lift lobbies, staircases, landings, the Visitors' Car Parking Space, duct space for swimming pool, greenery (whether vertical or horizontal), filtration plant room on the 3rd Floor of the Carpark Tower and those parts not otherwise specifically assigned to or for the exclusive use of an owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Building designated or intended for the common use and benefit of the owners of the Residential Units of the Development.

"Residential Common Facilities" mean those facilities and ancillary equipment (including but not limited to drains, watercourses, pipes, gutters, wells (if any), sewers, fire-fighting system, lifts, wires and cables, electrical equipment, air-conditioning condensers, air-conditioning or mechanical installation servicing the Residential Common Areas, water tanks, filtration plant on the 3rd Floor of the Carpark Tower, sprinkler pump, gondola and gondola track) for the use and benefit of the Residential Units of the Development and not for the use or benefit of a particular Residential Unit of the Development exclusively and shall include the Recreational Facilities.

"Residential Tower Common Areas" mean those parts of the Residential Tower as shown on the plans (certified as to their accuracy by or on behalf of the relevant Authorized Person) annexed to the DMC and thereon coloured Indigo for the purpose of identification only including, but not limited to, F.S. inlet, sprinkler inlet, drencher inlet, sprinkler control valve and drencher, gas cabinet, T.B.E. room, F.S. water tank, F.S. pump room, AHU room, sprinkler pump room, sprinkler water tank, room for SMARTV, pipe duct(s) inside Commercial Unit(s), check meter cabinet on 2nd Floor of the Residential Tower and those parts not otherwise specifically assigned to or for the exclusive use of an owner and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Residential Tower designated or intended for the common use and benefit of the owners of the Residential Units, the Commercial Units and the Signage Area.

"Residential Tower Common Facilities" mean those facilities and ancillary equipment (including but not limited to communal television antennae and/or cables (if any), FM/radio aerial (if any), satellite dishes (if any), aerial broadcast distribution or telecommunications network facilities, transmission device of any kind and ancillary equipment) for the use and benefit of the Units in the Residential Tower (including the Residential Units, the Commercial Units and the Signage Area) and not for the use or benefit of a particular Unit of the Residential Tower exclusively.

"Right of Way Areas" mean all those areas of the Lot including but not limited to the existing service lanes as for the purpose of identification only shown coloured Yellow hatched Black on the Ground Floor plan (certified as to the accuracy by the relevant Authorized Person) annexed to the DMC for the common use by owners and other owners and occupiers for the time being of the other portions of Inland Lot No.905 to go pass and repass such areas of the Lot.

"Visitors' Car Parking Space" means the disabled car parking space on the 2nd Floor of the Carpark Tower as shown on the 2nd Floor Plan (certified as to their accuracy by and on behalf of the relevant Authorized Person) annexed to the DMC and thereon coloured Orange for the purpose of identification only.

The owners and occupiers for the time being of the other parts or portions of Inland Lot No.905 and their tenants servants visitors workmen and other persons authorized by them shall have the full right and liberty to go pass and repass over through along and upon the Right of Way Areas.

B. The number of undivided shares assigned to each residential property in the Development

The number of undivided shares assigned to each residential property in the Development is as follows:

| Floor | Flat | Number of undivided shares assigned to each residential property |
|----------------------------------|------------|--|
| | A | 875 / 117,513 |
| | В | 326 / 117,513 |
| 6/F | С | 334 / 117,513 |
| | D | 371 / 117,513 |
| | E | 699 / 117,513 |
| | A | 887 / 117,513 |
| | В | 332 / 117,513 |
| 29/F | С | 360 / 117,513 |
| | D | 395 / 117,513 |
| | E | 714 / 117,513 |
| | A | 885 / 117,513 |
| 7/F — 27/F, | В | 332 / 117,513 |
| 30/F — 35/F | С | 360 / 117,513 |
| (13/F, 14/F, 24/F, 34/F omitted) | D | 395 / 117,513 |
| | E | 715 / 117,513 |
| | A | 886 / 117,513 |
| 36/F — 47/F | В | 330 / 117,513 |
| (44/F omitted) | С | 363 / 117,513 |
| (11/1 officed) | D | 396 / 117,513 |
| | E | 713 / 117,513 |
| | A | 1,012 / 117,513 |
| 48/F | В | 673 / 117,513 |
| | С | 828 / 117,513 |
| | A | 1,009 / 117,513 |
| 49/F — 52/F | В | 697 / 117,513 |
| | С | 821 / 117,513 |
| 53/F & 55/F | A (Duplex) | 2,126 / 117,513 |
| (54/F omitted) | B (Duplex) | 1,763 / 117,513 |

SUMMARY OF DEED OF MUTUAL COVENANT

C. The term of years for which the manager of the Development is appointed

Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Development shall for an initial period of two years from the date of the DMC be undertaken by the Manager subject to termination at any period of time during its term of appointment (i) by the Manager by giving 3 Months' notice in writing to the Owners' Committee or the Corporation (if formed) or to all the owners or (ii) by the Owners' Committee (prior to the formation of the Corporation) without compensation by giving 3 Months' notice in writing to the Manager after the owners of not less than 50% of all the Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Common Facilities) have resolved so to do.

D. The basis on which the management expenses are shared among the owners of the residential properties in the Development

The owners of each of the Residential Units shall pay to the Manager monthly in advance the management fee in proportion to the management shares allocated to each Residential Unit, provided that no owner shall be called upon to pay more than his appropriate share of the management expenses as stated in the following:-

- (a) where any expenditure relates to or is for the benefit of the Lot and the Development (but does not relate solely to or is not solely for the benefit of any Unit, Residential Tower Common Areas, Residential Tower Common Facilities, Carpark Tower Common Areas, Carpark Tower Common Facilities, Residential Common Areas, Residential Common Facilities, Common Areas, Commercial Common Facilities, Carpark Common Areas or Carpark Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the owners of the Development in proportion to the number of management shares held by them;
- (b) where any expenditure relates solely to or is solely for the benefit of the Residential Units in the Development (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the owners of the Residential Units in proportion to the number of management shares held by them;
- where any expenditure relates solely to or is solely for the benefit of the Residential Tower Common Areas and/or the Residential Tower Common Facilities the full amount of such expenditure shall be apportioned between the owners of the Residential Units, the Commercial Units and the Signage Area in proportion to the number of management shares held by them;
- (d) where any expenditure relates solely to or is solely for the benefit of the Carpark Tower Common Areas and/or the Carpark Tower Common Facilities the full amount of such expenditure shall be apportioned between the owners of the Residential Units and the Car Parking Spaces in proportion to the number of management shares held by them; and
- (e) where any expenditure relates solely to or is solely for the benefit of a Residential Unit, the full amount of such expenditure shall be borne by the owner of such Residential Unit.

E. The basis on which the management fee deposit is fixed

The management fee deposit in respect of each Unit shall be a sum equivalent to three months' management fee for the Unit.

F. The area (if any) in the Development retained by the Owner for that Owner's own use

Not applicable