

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](http://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

<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.

excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
  - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known

<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—

- the external dimensions of each residential property;
- the internal dimensions of each residential property;
- the thickness of the internal partitions of each residential property;
- 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.

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.

- A preliminary deposit of 5% of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

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

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

#### 11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in

the development, and may also not appoint any estate agent to act on your behalf.

- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: [www.eaa.org.hk](http://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 date<sup>3</sup> for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an

<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.

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:

<b>Consumer Council</b>	
Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611

<b>Estate Agents Authority</b>	
Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596

<b>Real Estate Developers Association of Hong Kong</b>	
Telephone	: 2826 0111
Fax	: 2845 2521

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

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](http://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<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

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及(iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸<sup>2</sup>。售樓說明書所提供有關住宅物業外部和內部的尺寸，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。

<sup>1</sup> 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。

<sup>2</sup> 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—

- 每個住宅物業的外部尺寸；
- 每個住宅物業的內部尺寸；
- 每個住宅物業的內部間隔的厚度；
- 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。

- 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. 售樓說明書

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

- 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。

#### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期<sup>3</sup>。
  - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請估用文件、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，賣方須在估用文件（包括估用許可證）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：

<b>消費者委員會</b>	
網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611

<b>地產代理監管局</b>	
網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596

<b>香港地產建設商會</b>	
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

2017年8月

<sup>3</sup> 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。

**Name of the Phase of the Development (The “Phase”)\*:**

Phase IXA of LOHAS Park (MARINI\*)

**Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase :**

1 Lohas Park Road

**Total number of storeys of each multi-unit building :**

Tower 3(3A) &amp; Tower 3(3B) – 61 storeys

Note:

- The above number of storeys includes podium floors (G/F, 1/F, 2/F, 3/F and 5/F) and refuge floors
- The above number of storeys does not include transfer plate, Lift Machine Room Level, Roof, Upper Roof and Top Roof

**Floor numbering in each multi-unit building as provided in the approved building plans for the Phase :**

Tower 3(3A) &amp; Tower 3(3B) – G/F, 1/F - 3/F, 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F, 45/F-53/F, 55/F-63/F, 65/F-68/F, Roof, Lift Machine Room Level, Upper Roof and Top Roof

**Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order :**

Tower 3(3A) &amp; Tower 3(3B) – 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F

**Refuge floors of each multi-unit building:**

Tower 3(3A) &amp; Tower 3(3B) – 16/F and 43/F

**Estimated material date for the Phase as provided by the authorized person for the Phase :**

30 November 2021

The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note: “material date” means the date on which the conditions of the land grant are complied with in respect of the Phase.

\* Tower 3(3A) & Tower 3(3B) of and in the residential portion of Phase IXA of LOHAS PARK is called “MARINI”

**發展項目的期數(「期數」)\* 的名稱:**

日出康城發展項目第IXA期 (MARINI\*)

**期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數:**

康城路1號

**每幢多單位建築物的樓層的總數:**

第3座(3A)及第3座(3B) — 61層

備註:

- 上述樓層數目包括平台樓層(地下、1樓、2樓、3樓及5樓)及庇護層
- 上述樓層數目不包括轉換層、升降機機房樓層、天台、上層天台及頂層天台

**期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數:**

第3座(3A)及第3座(3B) — 地下、1樓至3樓、5樓、6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樓至63樓、65樓至68樓、天台、升降機機房樓層、上層天台及頂層天台

**每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數:**

第3座(3A)及第3座(3B) — 4樓、13樓、14樓、24樓、34樓、44樓、54樓及64樓

**每幢多單位建築物內的庇護層:**

第3座(3A)及第3座(3B) — 16樓及43樓

**由期數的認可人士提供的期數的預計關鍵日期:**

2021年11月30日

上述預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

備註:「關鍵日期」指批地文件的條件就期數而獲符合的日期。

\* 日出康城的第IXA期中住宅部分第3座(3A)及第3座(3B)稱為「MARINI」

**Vendor**MTR Corporation Limited (as “Owner”) <sup>1</sup>Ever Merits Investments Limited (as “Person so engaged”) <sup>2</sup>**Holding Companies of the Vendor:****Holding Companies of the Owner**

Not applicable

**Holding companies of the Person so engaged :**

- (1) Seareef Holdings Limited
- (2) Wheelock Properties Limited
- (3) Myers Investments Limited
- (4) Wheelock Investments Limited
- (5) Wheelock and Company Limited

**Authorized Person for the Phase**

Ip Kar Wai Kelvin

**The firm or corporation of which an authorized person for the Phase is proprietor, director or employee in his or her professional capacity**

Ronald Lu &amp; Partners (Hong Kong) Limited

**Building contractors for the Phase**

Gammon Engineering &amp; Construction Company Limited

China Overseas Building Construction Limited

**The firms of solicitors acting for the****Owner in relation to the sale of residential properties in the Phase**

Deacons

Baker &amp; McKenzie

**Authorized institutions that have made a loan, or have undertaken to provide finance, for the construction of the Phase**

Bank of China (Hong Kong) Limited

China Construction Bank Corporation, Hong Kong Branch

Standard Chartered Bank (Hong Kong) Limited

Sumitomo Mitsui Banking Corporation

The Bank of East Asia, Limited

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

NART Finance Limited

## Notes:

- 1 “Owner” means the legal or beneficial owner of the Phase.
- 2 “Person so engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

**賣方**香港鐵路有限公司 (作為”擁有人”) <sup>1</sup>Ever Merits Investments Limited (作為”如此聘用的人”) <sup>2</sup>**擁有人的控權公司：****擁有人的控權公司：**

不適用

**如此聘用的人的控權公司：**

- (1) Seareef Holdings Limited
- (2) 會德豐地產有限公司
- (3) Myers Investments Limited
- (4) Wheelock Investments Limited
- (5) 會德豐有限公司

**期數的認可人士**

葉嘉偉

**期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團**

呂元祥建築師事務所(香港)有限公司

**期數的承建商**

Gammon Engineering &amp; Construction Company Limited

中國海外房屋工程有限公司

**就期數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**

貝克•麥堅時律師事務所

**已為期數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**

中國銀行(香港)有限公司

中國建設銀行股份有限公司香港分行

渣打銀行(香港)有限公司

Sumitomo Mitsui Banking Corporation

東亞銀行有限公司

**已為期數的建造提供貸款的任何其他人**

NART Finance Limited

## 備註:

- 1 “擁有人”指期數的法律上的擁有人或實益擁有人。
- 2 “如此聘用的人”指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

(a)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an authorized person for the Phase; 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人；	Not applicable 不適用
(b)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an authorized person; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	Not applicable 不適用
(c)	The Vendor or a building contractor for the Phase 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; 賣方或該期數的承建商屬法團，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；	No 否
(d)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(e)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該期數的承建商屬合夥，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；	Not applicable 不適用
(f)	The Vendor or a building contractor for the Phase 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; 賣方或該期數的承建商屬法團，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；	No 否
(g)	The Vendor or a building contractor for the Phase 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 Phase; 賣方或該期數的承建商屬個人，並屬就該期數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；	Not applicable 不適用
(h)	The Vendor or a building contractor for the Phase 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 Phase; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數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；	Not applicable 不適用
(i)	The Vendor or a building contractor for the Phase 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; 賣方或該期數的承建商屬法團，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；	No 否
(j)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數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；	No 否

(k)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, 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; 賣方、賣方的控權公司或該期數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；	No 否
(l)	The Vendor or a building contractor for the Phase 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; 賣方或該期數的承建商屬法團，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；	No 否
(m)	The Vendor or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that Vendor or contractor; 賣方或該期數的承建商屬合夥，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；	Not applicable 不適用
(n)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, 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 Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數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；	No 否
(o)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, 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; 賣方、賣方的控權公司或該期數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；	No 否
(p)	The Vendor or a building contractor for the Phase 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; 賣方或該期數的承建商屬法團，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；	No 否
(q)	The Vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor; 賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	Not applicable 不適用
(r)	The Vendor or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase 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; 賣方或該期數的承建商屬法團，而該期數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；	No 否
(s)	The Vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor. 賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	No 否

Note:

A reference to the Vendor here is a reference to either MTR Corporation Limited (as “Owner”) or Ever Merits Investments Limited (as “Person so engaged”).

備註:

在此提述賣方即提述香港鐵路有限公司(作為“擁有人”)或 Ever Merits Investments Limited(作為“如此聘用的人”)。

There will be curtain walls forming part of the enclosing walls in the Phase.

期數將會有幕牆構成圍封牆的一部份。

The thickness of the curtain walls of each tower is 200mm.

每幢建築物的幕牆之厚度為200毫米。

#### Total Area Schedule of Curtain Walls

##### 幕牆總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 3(3A) 第3座(3A)	6/F 6樓	A	1.075
		B	1.075
		C	0.710
		D	1.574
		E	1.578
		F	1.115
	7/F-12/F, 15/F, 17/F-23/F, 25/F-26/F 7樓至12樓， 15樓， 17樓至23樓， 25樓至26樓	A	1.075
		B	1.075
		C	0.710
		D	1.574
		E	1.578
		F	1.115
	27/F-33/F, 35/F-42/F, 45/F-47/F 27樓至33樓， 35樓至42樓， 45樓至47樓	A	1.075
		B	1.075
		C	0.710
		D	1.574
		E	1.578
		F	1.115
	48/F-53/F, 55/F-63/F, 65/F-67/F 48樓至53樓， 55樓至63樓， 65樓至67樓	A	1.075
		B	1.075
		C	0.710
		D	1.574
		E	1.578
		F	1.115
68/F 68樓	B	1.075	
	C	0.710	
	D	1.574	
	E	1.578	
	F	1.115	

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 3(3B) 第3座(3B)	6/F 6樓	A	1.768
		B	0.670
		C	1.060
		D	1.655
		E	0.725
		F	0.680
	7/F-12/F, 15/F, 17/F-23/F, 25/F-26/F 7樓至12樓， 15樓， 17樓至23樓， 25樓至26樓	A	1.768
		B	0.670
		C	1.060
		D	1.655
		E	0.725
		F	0.680
	27/F-33/F, 35/F-42/F, 45/F-47/F 27樓至33樓， 35樓至42樓， 45樓至47樓	A	1.768
		B	0.670
		C	1.060
		D	1.655
		E	0.725
		F	0.680
	48/F-53/F, 55/F-63/F, 65/F-67/F 48樓至53樓， 55樓至63樓， 65樓至67樓	A	1.768
		B	0.670
		C	1.060
		D	1.655
		E	0.725
		F	0.680
68/F 68樓	A	3.288	
	B	0.670	
	C	1.060	
	D	1.655	
	E	0.725	
	F	0.680	

There will be non-structural prefabricated external walls forming part of the enclosing walls in the Phase.  
期數將會有非結構的預製外牆構成圍封牆的一部份。

The thickness of the non-structural prefabricated external walls of each tower is 150mm.  
每幢建築物的非結構的預製外牆之厚度為150毫米。

#### Total Area Schedule of Non-structural Prefabricated External Walls 非結構的預製外牆總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 3(3A) 第3座(3A)	6/F 6樓	A	0.240
		B	0.240
		C	N/A
		D	N/A
		E	N/A
		F	N/A
	7/F-12/F, 15/F, 17/F-23/F, 25/F-26/F 7樓至12樓， 15樓， 17樓至23樓， 25樓至26樓	A	0.240
		B	0.240
		C	N/A
		D	N/A
		E	N/A
		F	N/A
	27/F-33/F, 35/F-42/F, 45/F-47/F 27樓至33樓， 35樓至42樓， 45樓至47樓	A	0.240
		B	0.240
		C	N/A
		D	N/A
		E	N/A
		F	N/A
	48/F-53/F, 55/F-63/F, 65/F-67/F 48樓至53樓， 55樓至63樓， 65樓至67樓	A	0.240
		B	0.240
		C	N/A
		D	N/A
		E	N/A
		F	N/A
68/F 68樓	B	0.240	
	C	N/A	
	D	N/A	
	E	N/A	
	F	N/A	

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 3(3B) 第3座(3B)	6/F 6樓	A	0.240
		B	N/A
		C	N/A
		D	0.210
		E	N/A
		F	N/A
	7/F-12/F, 15/F, 17/F-23/F, 25/F-26/F 7樓至12樓， 15樓， 17樓至23樓， 25樓至26樓	A	0.240
		B	N/A
		C	N/A
		D	0.210
		E	N/A
		F	N/A
	27/F-33/F, 35/F-42/F, 45/F-47/F 27樓至33樓， 35樓至42樓， 45樓至47樓	A	0.240
		B	N/A
		C	N/A
		D	0.210
		E	N/A
		F	N/A
	48/F-53/F, 55/F-63/F, 65/F-67/F 48樓至53樓， 55樓至63樓， 65樓至67樓	A	0.240
		B	N/A
		C	N/A
		D	0.210
		E	N/A
		F	N/A
68/F 68樓	A	0.240	
	B	N/A	
	C	N/A	
	D	0.210	
	E	N/A	
	F	N/A	

Person appointed as the Manager of the Phase under the latest draft Deed of Mutual Covenant:  
MTR Corporation Limited

根據有關公契的最新擬稿，獲委任為期數的管理人的人：  
香港鐵路有限公司