

燦然懿居
e RESIDENCE



售樓說明書
SALES BROCHURE

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

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public. You therefore should not make such an offer to the vendors or their authorized representative(s).

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Presale 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
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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.

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您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料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及內部尺寸²。售樓說明書所提供有關住宅物業外部及內部的尺寸，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。
- 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，關於相當可能對享有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。

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³。
 - > 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」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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 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

一手住宅物業銷售監管局
2023年3月

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，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

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

INFORMATION ON THE DEVELOPMENT

發展項目的資料

The 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

2 Hok Yuen Street*

The Development consists of 1 multi-unit building

Total Number of Storeys of the multi-unit building

32 Storeys (excluding B2/F, B1/F, Transfer Plate, Roof, Upper Roof 1, Upper Roof 2 and Top Roof)

Floor Numbering in the multi-unit building as provided in the approved building plans for the Development

B2/F, B1/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F, Roof, Upper Roof 1, Upper Roof 2 and Top Roof

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

4/F, 13/F, 14/F, 24/F and 34/F are omitted

Refuge floors (if any) of the multi-unit building

Roof

The Development is an Uncompleted Development

Estimated material date for the Development as provided by the Authorized Person for the Development: 30 November 2026

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

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

* The above is a provisional street number and is subject to confirmation from the Rating and Valuation Department when the Development is completed.

發展項目所位於的街道的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

鶴園街2號*

發展項目包含1幢多單位建築物

該幢多單位建築物的樓層的總數

32層 (不包括地庫2層、地庫1層、轉換層、天台、上層天台1、上層天台2及頂層天台)

發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數

地庫2層、地庫1層、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至36樓、天台、上層天台1、上層天台2及頂層天台

該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

不設4樓、13樓、14樓、24樓及34樓

該幢多單位建築物內的庇護層

天台

發展項目屬未落成發展項目

由發展項目的認可人士提供的發展項目的預計關鍵日期：2026年11月30日

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。

為買賣合約的目的，在不局限任何其他可用以證明該發展項目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，即為該發展項目已落成或當作已落成（視屬何情況而定）的確證。

* 上述為臨時門牌號數並有待差餉物業估價署在發展項目建成時確認。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

Urban Renewal Authority

Holding Company of the Vendor

Not applicable

Authorized Person for the Development

Ms. Chan Wan Ming

The Firm or Corporation of which an Authorized Person for the Development is a Proprietor, Director or Employee in His or Her Professional Capacity

P&T Architects Limited

Building Contractor for the Development

Build King Construction Limited

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

Mayer Brown

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

Not applicable

賣方

市區重建局

賣方的控權公司

不適用

發展項目的認可人士

陳韻明女士

發展項目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

巴馬丹拿建築師有限公司

發展項目的承建商

利基建築有限公司

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

孖士打律師行

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

不適用

已為發展項目的建造提供貸款的任何其他人

不適用

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

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	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) 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	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) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person;	No	c) 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	否
d) 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	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) 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	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) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person;	No	f) 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	否
g) 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	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) 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	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) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors;	No	i) 賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	否
j) The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor;	No	j) 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	否
k) 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	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) The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	No	l) 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	否
m) 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	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) The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor;	No	n) 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	否
o) 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	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) The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor	No	p) 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	否
q) 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	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) The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;	No	r) 賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	否
s) The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	No	s) 賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	否

INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目的設計的資料

There will not be curtain walls forming part of the enclosing walls of the Development.
本發展項目將不會有構成圍封牆的一部分的幕牆。

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.
本發展項目將有構成圍封牆的一部分的非結構的預製外牆。

The range of thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

Total Area of the Non-structural Prefabricated External Walls of Each Residential Property:
每個住宅物業的非結構的預製外牆的總面積：

Floor 樓層	Flat 單位	Total Area of the 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)
5/F 5樓	A	1.863
	B	1.964
	C	1.151
	D	0.849
	E	0.830
	F	1.882
	G	0.680
	H	2.144
	J	0.613
	K	0.620
6/F-7/F 6樓至7樓	A	1.863
	B	1.964
	C	1.151
	D	0.849
	E	0.830
	F	1.882
	G	0.680
	H	2.144
	J	0.613
	K	0.620
8/F-12/F & 15/F 8樓至12樓及15樓	A	1.830
	B	1.964
	C	1.151
	D	0.849
	E	0.830
	F	1.882
	G	0.680
	H	2.144
	J	0.613
	K	0.620

Floor 樓層	Flat 單位	Total Area of the 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)
16/F-23/F & 25/F-29/F 16樓至23樓 及25樓至29樓	A	1.863
	B	1.964
	C	1.151
	D	0.849
	E	0.830
	F	1.882
	G	0.680
	H	2.144
	J	0.613
	K	0.620
30/F 30樓	A	1.863
	B	1.972
	C	1.158
	D	0.857
	E	0.830
	F	1.878
	G	0.684
	H	2.144
31/F-33/F & 35/F 31樓至33樓及 35樓	A	1.863
	B	1.972
	C	1.158
	D	0.857
	E	0.830
	F	1.878
	G	0.684
	H	2.144

Note 附註：
4/F, 13/F, 14/F, 24/F and 34/F are omitted.
不設4樓、13樓、14樓、24樓及34樓。

INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

The latest draft of the Deed of Mutual Covenant does not provide the name of the manager of the Development, and the Vendor intends to appoint Hong Yip Service Company Limited as the manager of the Development upon the signing of the Deed of Mutual Covenant*.

公契的最新擬稿未有提供發展項目的管理人的名稱，而賣方擬在簽立公契時委任康業服務有限公司為發展項目的管理人*。

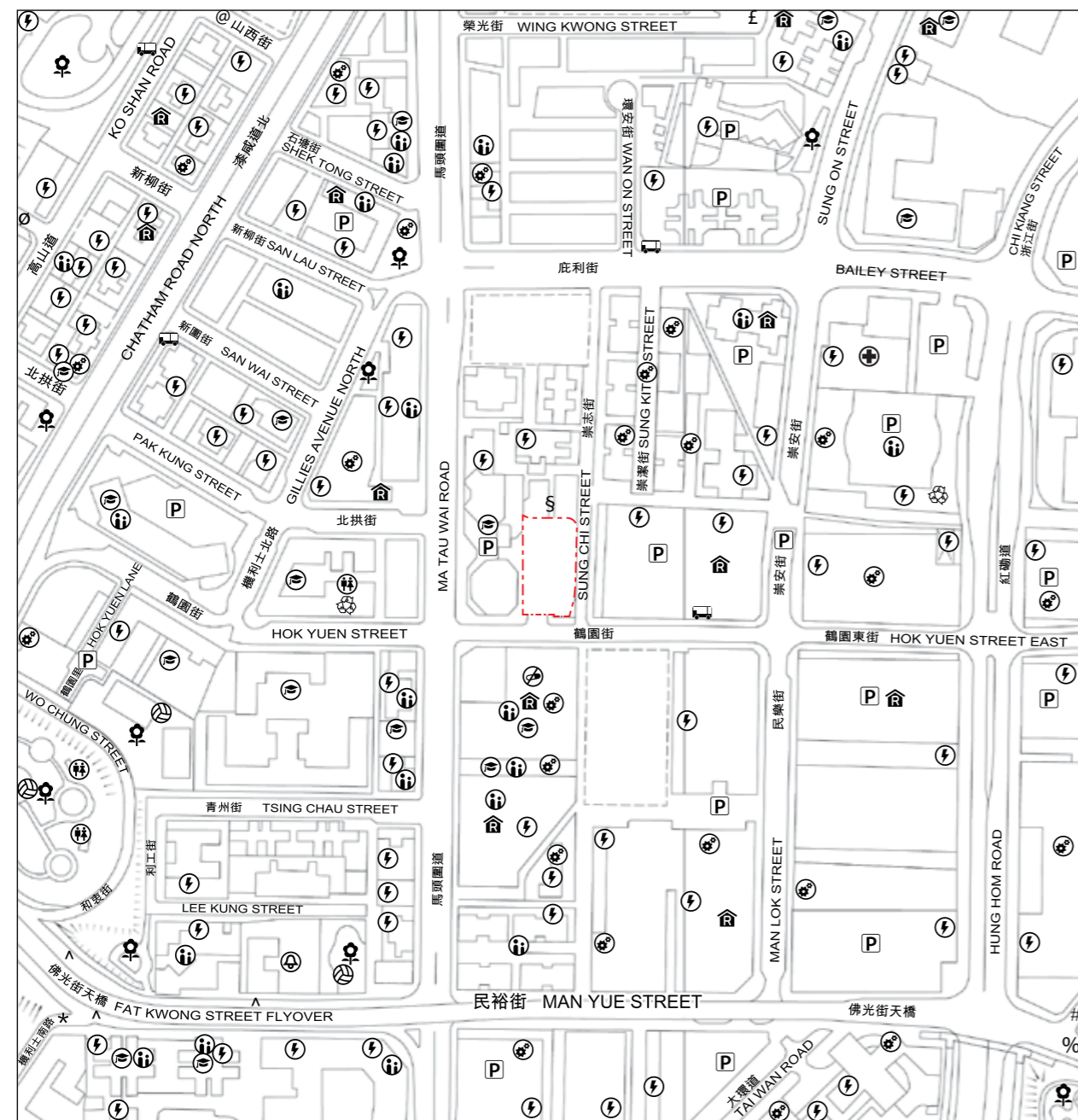
Notes 附註：

1. * For the avoidance of doubt, Hong Yip Service Company Limited is not an associate corporation of the Vendor.

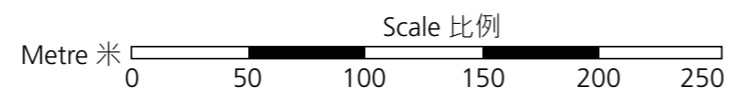
* 為免生疑，康業服務有限公司並不是賣方的有聯繫法團。

LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



Location of the Development
發展項目的位置



This Location Plan is prepared by the Vendor with reference to the Digital Topographic Map No. T11-NE-C and T11-NW-D dated 10 August 2023 available from the Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此所在位置圖是由賣方參考地政總署測繪處於2023年8月10日出版之數碼地形圖擬備，圖幅編號為T11-NE-C及T11-NW-D，有需要處經修正處理。

Notation 圖例：

- | | |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| a public park
公園 | a school (including a kindergarten)
學校 (包括幼稚園) |
| social welfare facilities
(including an elderly centre and
a home for the mentally disabled)
社會福利設施
(包括老人中心及弱智人士護理院) | a religious institution
(including a church, a temple and
a Tsz Tong)
宗教場所
(包括教堂、廟宇及祠堂) |
| sports facilities
(including a sports ground and
a swimming pool)
體育設施
(包括運動場及游泳池) | a public transport terminal
(including a rail station)
公共交通總站
(包括鐵路車站) |
| a fire station
消防局 | a power plant
(including electricity sub-stations)
發電廠 (包括電力分站) |
| a clinic
診療所 | a public utility installation
公用事業設施裝置 |
| a refuse collection point
垃圾收集站 | a public convenience
公廁 |
| a public carpark (including a lorry park)
公眾停車場 (包括貨車停泊處) | an addiction treatment centre
戒毒院所 |

Street name(s) not shown in full in the Location Plan of the Development:

於發展項目的所在位置圖未能顯示之街道全名：

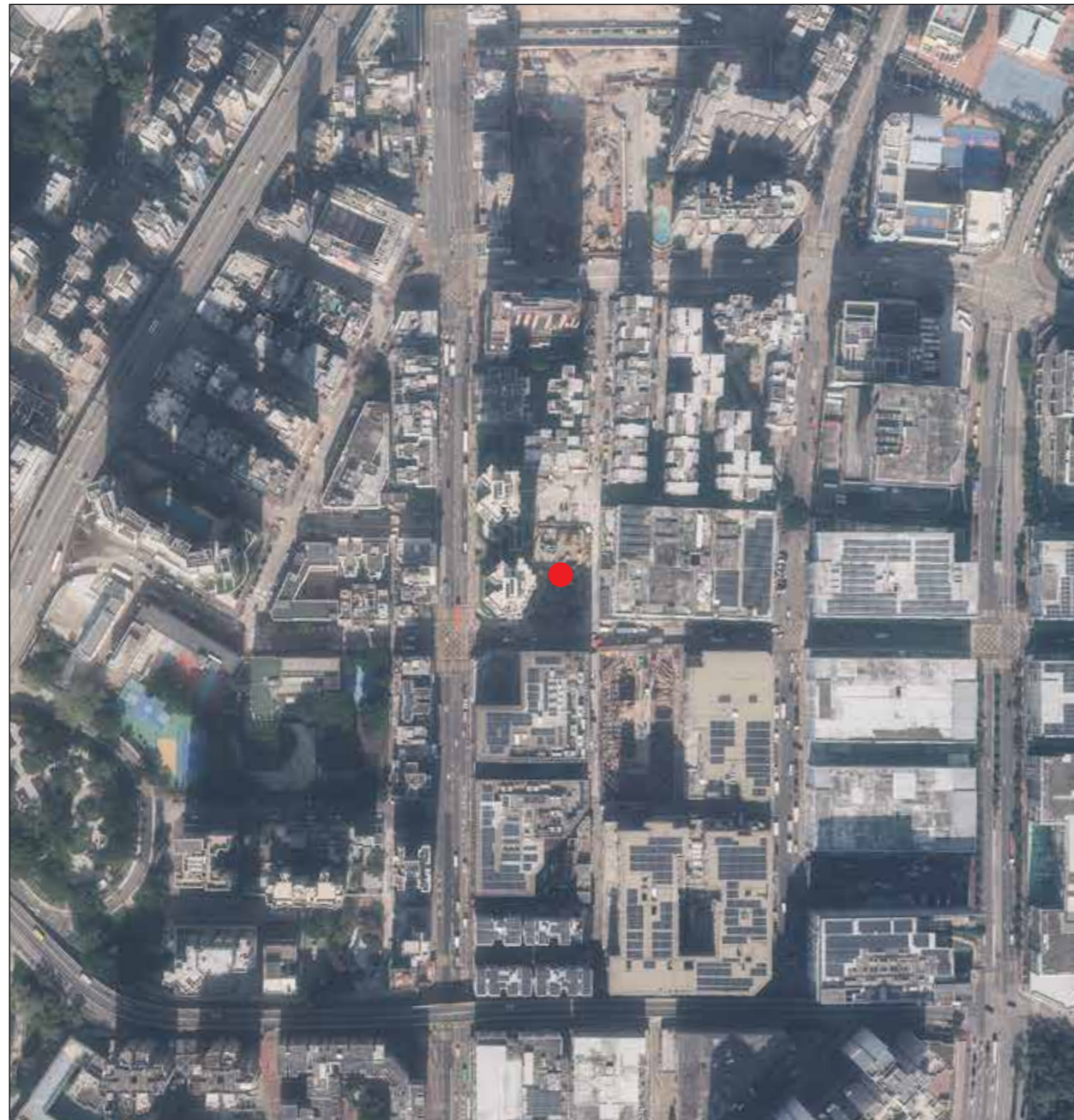
Ø Wai Yin Path 蒼然徑 @ Shansi Street 山西街 £ Kai Ming Street 啓明街 ^ Fat Kwong Street 佛光街
\$ Chun Tin Street 春田街 % Tai Wan Road East 大環道東 # Hok Cheung Street 鶴翔街 * Gillies Avenue South 機利士南路

Notes 附註：

- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
 - The location plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
1. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此所在位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片



● Location of the Development
發展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E166684C, date of flight: 8 December 2022.
摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號為E166684C，飛行日期：2022年12月8日。

Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.
香港特別行政區政府地政總署測繪處 © 版權所有，未經許可，不得翻印。

Notes 附註：

1. Copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
發展項目的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.
由於發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等

Extracted from Approved Hung Hom Outline Zoning Plan No. S/K9/28 gazetted on 10 June 2022, with adjustments to show the Development site boundary and other information in red.
 摘錄自2022年6月10日刊憲之紅磡分區計劃大綱核准圖編號S/K9/28，經處理並以紅色顯示發展項目邊界及其他資料。

此區的土地用途地帶見市區重建局春田街/崇志街發展計劃圖。
 FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY CHUN TIN STREET/SUNG CHI STREET DEVELOPMENT SCHEME PLAN.

此區的土地用途地帶見市區重建局土瓜灣道/榮光街發展計劃圖。
 FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY TO KWA WAN ROAD/WING KWONG STREET DEVELOPMENT SCHEME PLAN.

行政長官會同行政會議於2012年3月27日根據鐵路條例(第519章)批准沙田至中環綫鐵路方案，有關方案所述的鐵路顯示在這份圖則上，只供參考之用。
 THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE SHATIN TO CENTRAL LINK AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE RAILWAYS ORDINANCE (CHAPTER 519) ON 27.3.2012 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.

此區的土地用途地帶見市區重建局鴻福街/銀漢街發展計劃圖。
 FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY HUNG FOK STREET/NGAN HON STREET DEVELOPMENT SCHEME PLAN.

路口(有待詳細設計)
 ROAD JUNCTION (SUBJECT TO DETAILED DESIGN)



Notation 圖例：

ZONES

COMMERCIAL

COMPREHENSIVE DEVELOPMENT AREA

RESIDENTIAL (GROUP A)

RESIDENTIAL (GROUP B)

GOVERNMENT, INSTITUTION OR COMMUNITY

OPEN SPACE

OTHER SPECIFIED USES

UNDETERMINED

COMMUNICATIONS

RAILWAY AND STATION (UNDERGROUND)

MAJOR ROAD AND JUNCTION

ELEVATED ROAD

MISCELLANEOUS

BOUNDARY OF PLANNING SCHEME

URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA

BUILDING HEIGHT CONTROL ZONE BOUNDARY

MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)

MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)

地帶

商業

綜合發展區

住宅(甲類)

住宅(乙類)

政府、機構或社區

休憩用地

其他指定用途

未決定用途

交通

鐵路及車站(地下)

主要道路及路口

高架道路

其他

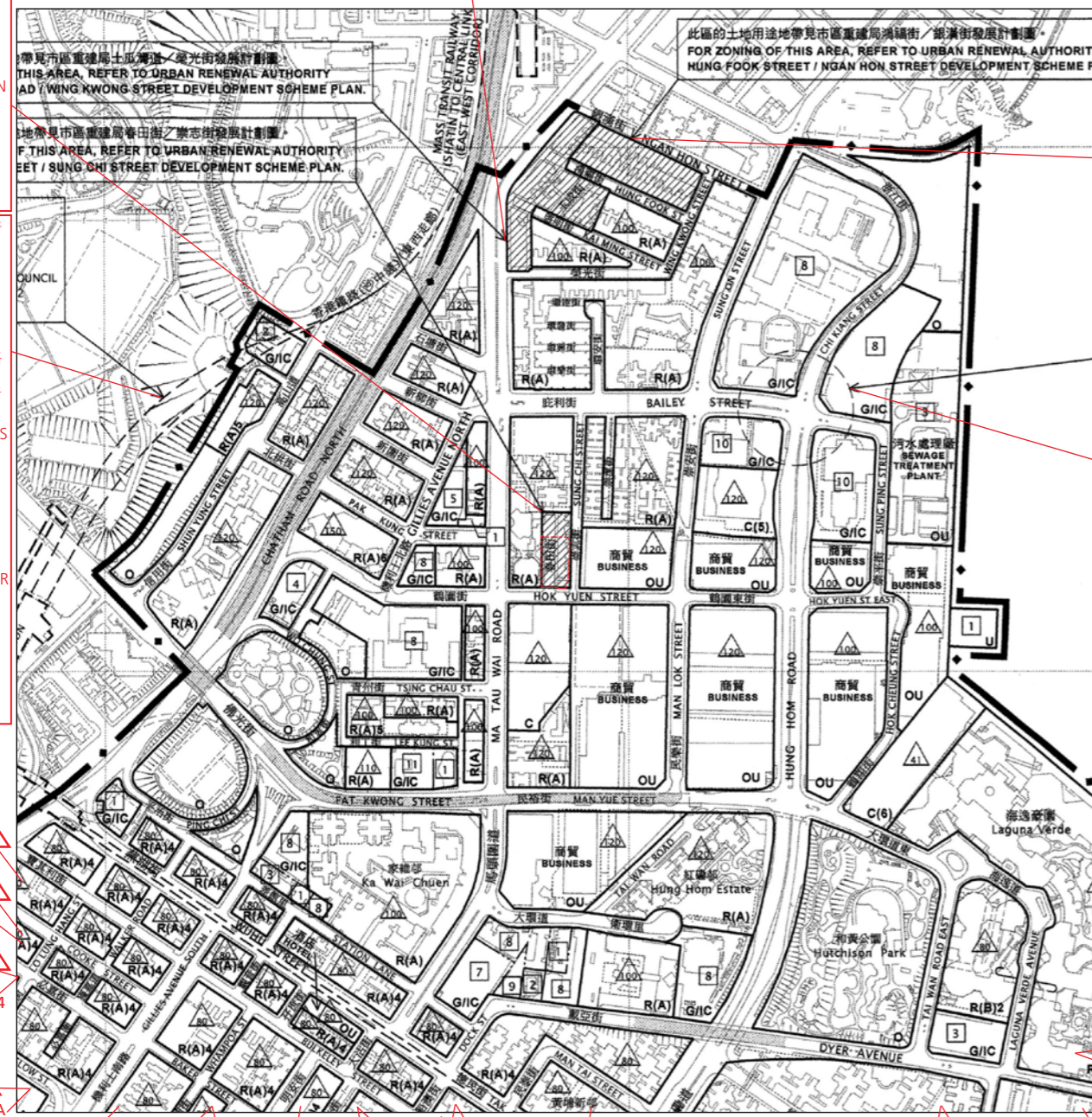
規劃範圍界線

市區重建局發展計劃圖範圍

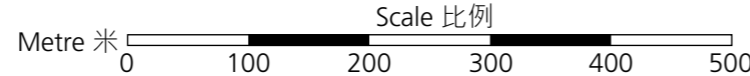
建築物高度管制區界線

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)



Boundary line of the Development
 發展項目邊界



The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

Notes:

- The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
- The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

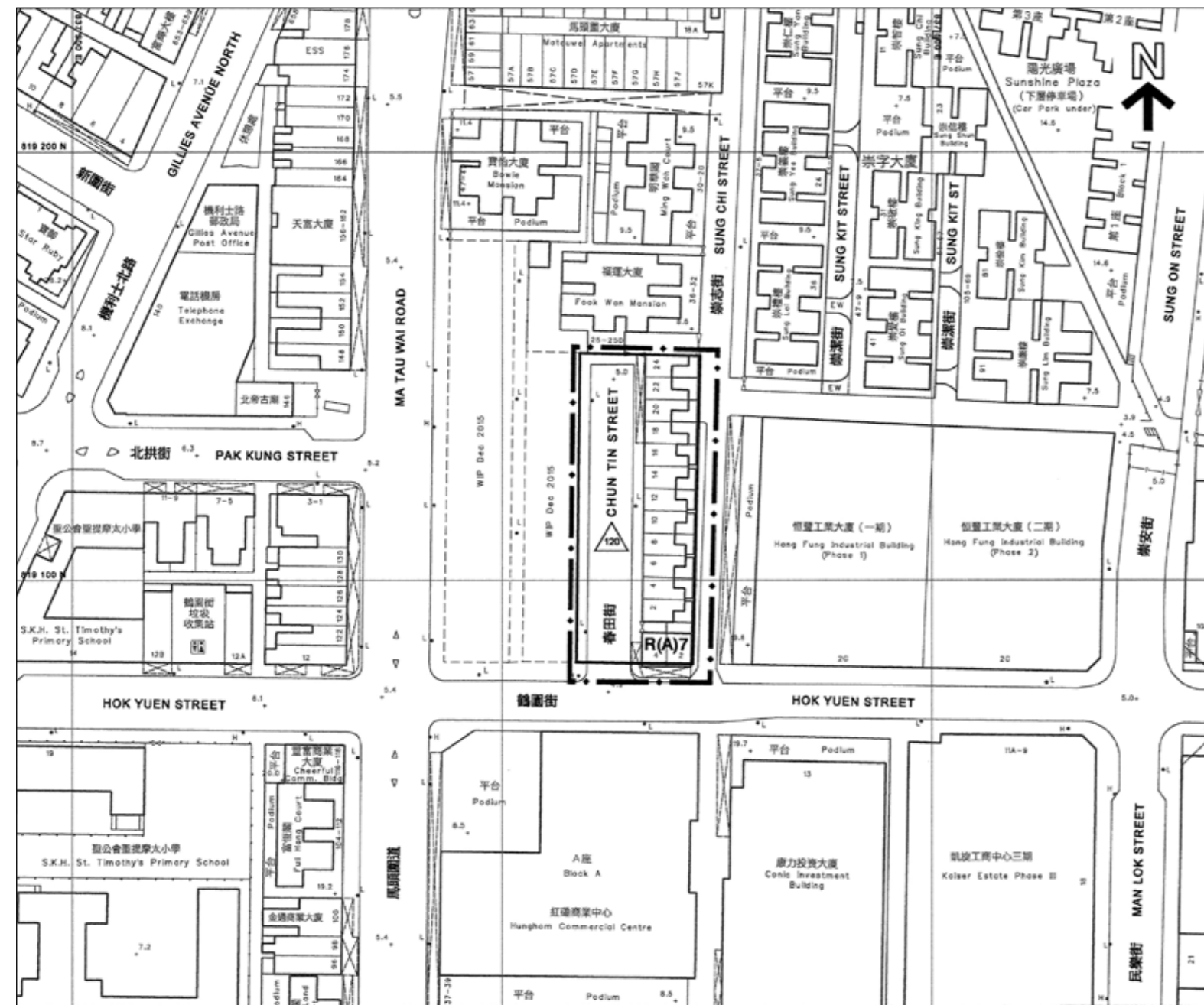
附註：

- 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
- 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等

Extract from the Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan (Plan No. S/K9/URA1/2) Gazetted on 10 November 2017.
 摘錄自2017年11月10日刊憲之市區重建局春田街/崇志街發展計劃圖 (編號S/K9/URA1/2)



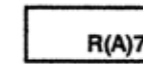
Notation 圖例：

BOUNDARY OF DEVELOPMENT SCHEME



發展計劃範圍界線

RESIDENTIAL (GROUP A) 7

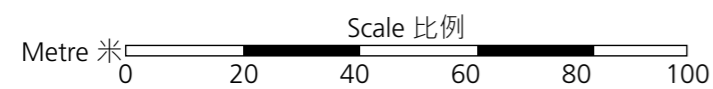


住宅(甲類) 7

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)



Notes:

1. The last updated Development Scheme Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

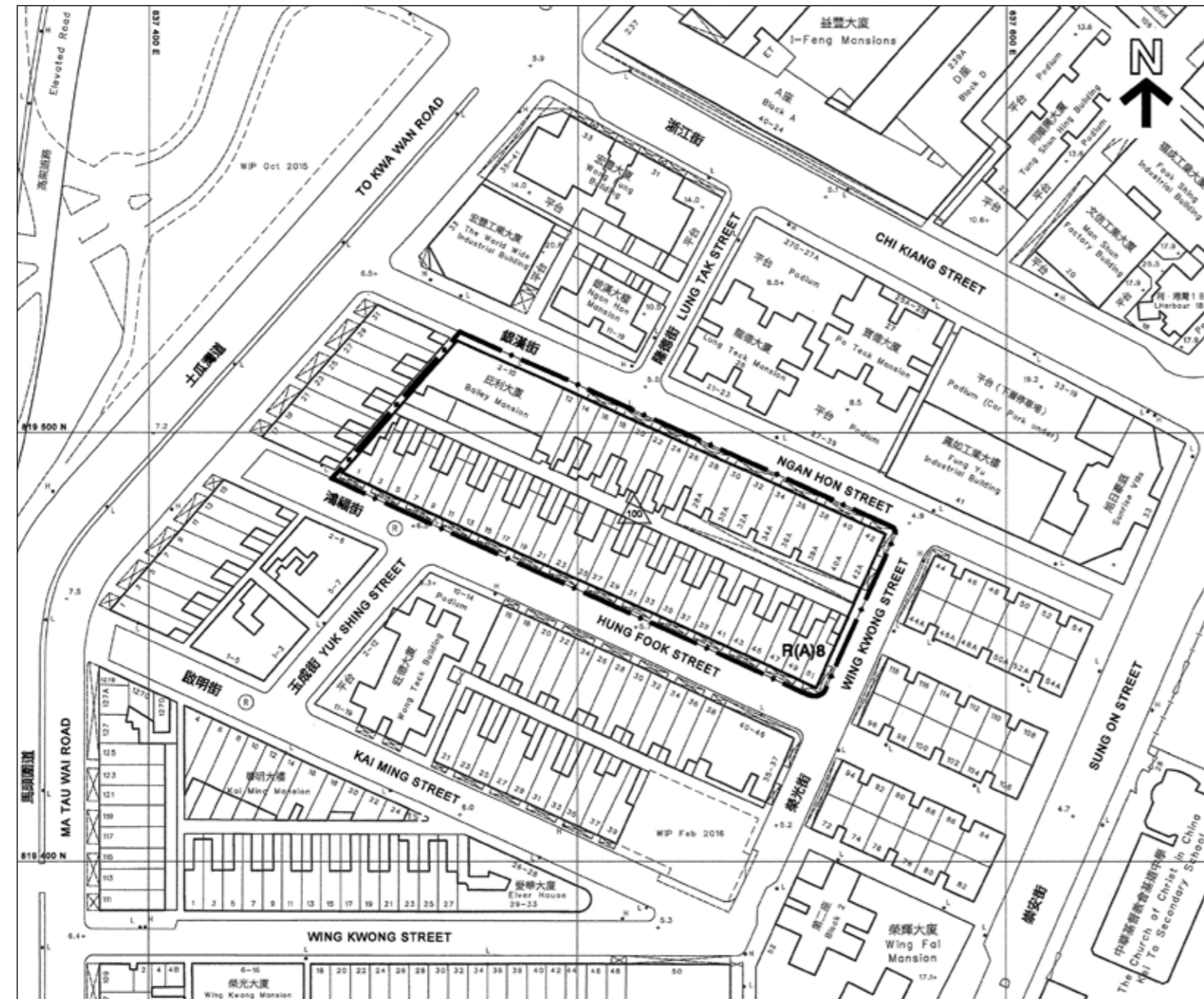
附註：

1. 在印刷售樓說明書當日所適用的最近期發展計劃圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

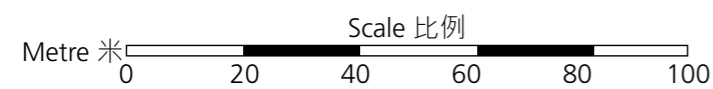
關於發展項目的分區計劃大綱圖等

Extract from the Urban Renewal Authority Hung Fook Street / Ngan Hon Street Development Scheme Plan (Plan No. S/K9/URA2/2) Gazetted on 10 November 2017.
 摘錄自2017年11月10日刊憲之市區重建局鴻福街/銀漢街發展計劃圖 (編號S/K9/URA2/2)



Notation 圖例：

- BOUNDARY OF DEVELOPMENT SCHEME — ◆ — 發展計劃範圍界線
- RESIDENTIAL (GROUP A) 8 R(A)8 住宅(甲類) 8
- MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM) △ 100 最高建築物高度 (在主水平基準上若干米)



Notes:

1. The last updated Development Scheme Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

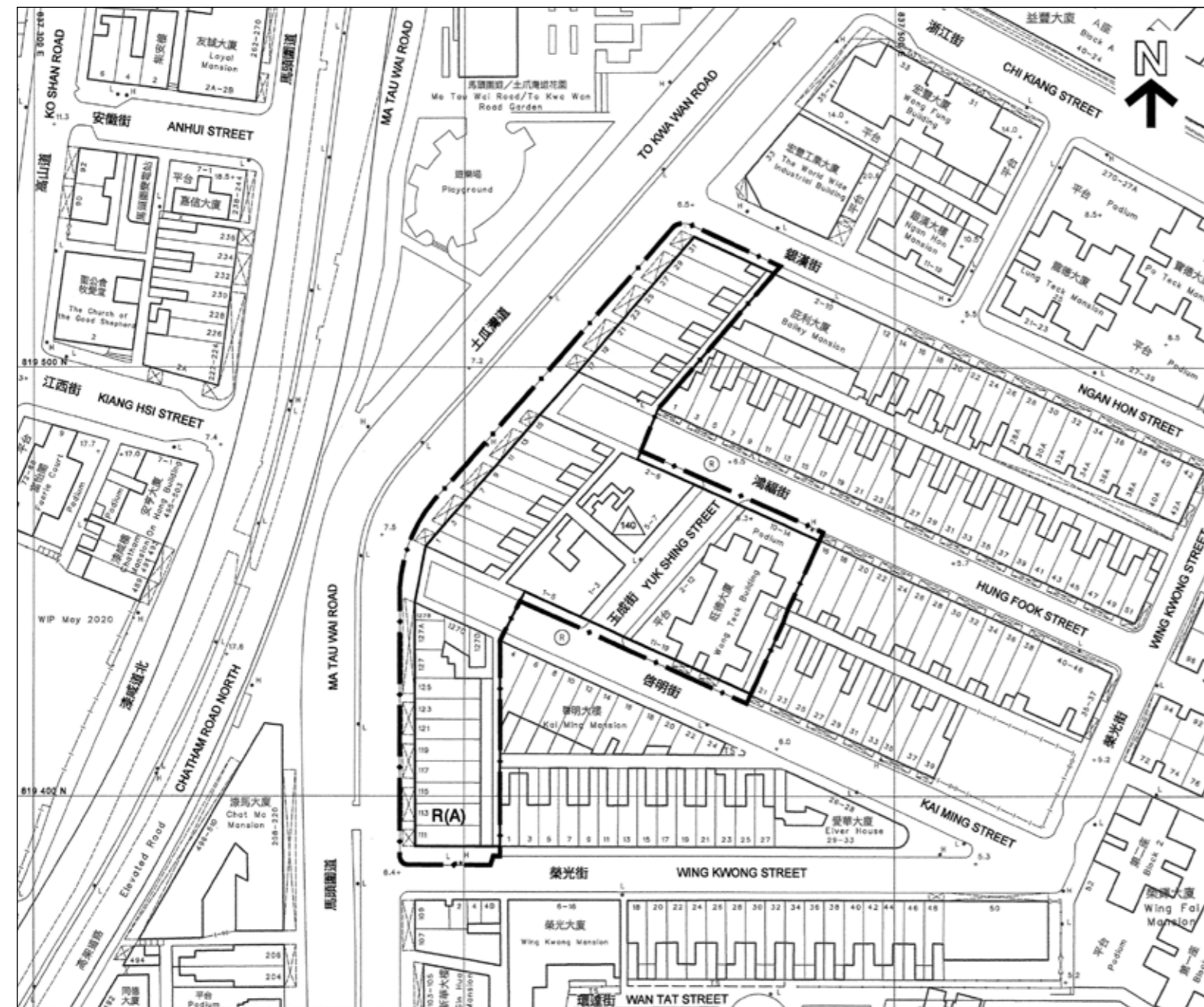
附註：

1. 在印刷售樓說明書當日所適用的最近期發展計劃圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

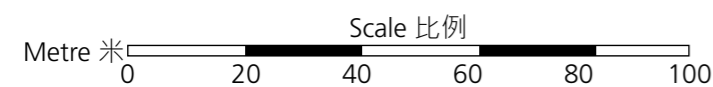
關於發展項目的分區計劃大綱圖等

Extract from the Urban Renewal Authority To Kwa Wan Road / Wing Kwong Street Development Scheme Plan (Plan No. S/K9/URA3/2) Gazetted on 10 June 2022.
 摘錄自2022年6月10日刊憲之市區重建局土瓜灣道/榮光街發展計劃圖 (編號S/K9/URA3/2)



Notation 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A)		住宅(甲類)
MAJOR ROAD AND JUNCTION		主要道路及路口
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)



Notes:

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3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

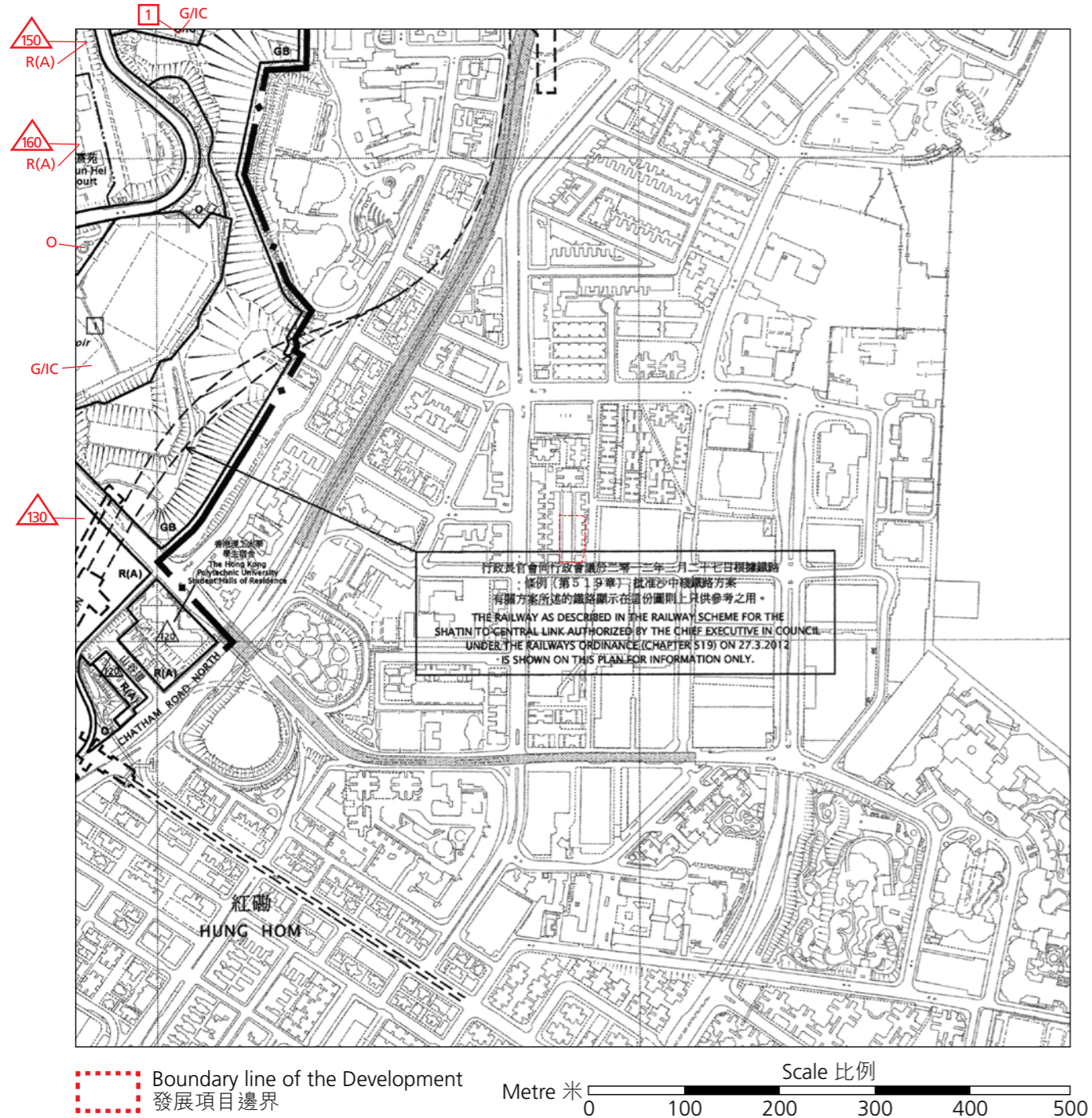
附註：

1. 在印刷售樓說明書當日所適用的最近期發展計劃圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等

Extracted from Approved Ho Man Tin Outline Zoning Plan No. S/K7/24 gazetted on 18 September 2015, with adjustments to show the Development site boundary and other information in red.
 摘錄自2015年9月18日刊憲之何文田分區計劃大綱核准圖編號S/K7/24，經處理並以紅色顯示發展項目邊界及其他資料。



Notation 圖例：

ZONES

RESIDENTIAL (GROUP A)

R(A)

地帶

住宅（甲類）

GOVERNMENT, INSTITUTION OR COMMUNITY

G/I/C

政府、機構或社區

OPEN SPACE

O

休憩用地

GREEN BELT

GB

綠化地帶

COMMUNICATIONS

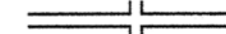
交通

RAILWAY AND STATION
(UNDERGROUND)



鐵路及車站（地下）

MAJOR ROAD AND JUNCTION



主要道路及路口

ELEVATED ROAD



高架道路

MISCELLANEOUS

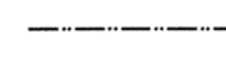
其他

BOUNDARY OF PLANNING SCHEME



規劃範圍界線

BUILDING HEIGHT CONTROL
ZONE BOUNDARY



建築物高度管制區界線

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)

MAXIMUM BUILDING HEIGHT
(IN NUMBER OF STOREYS)



最高建築物高度
(樓層數目)

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Notes:

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大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

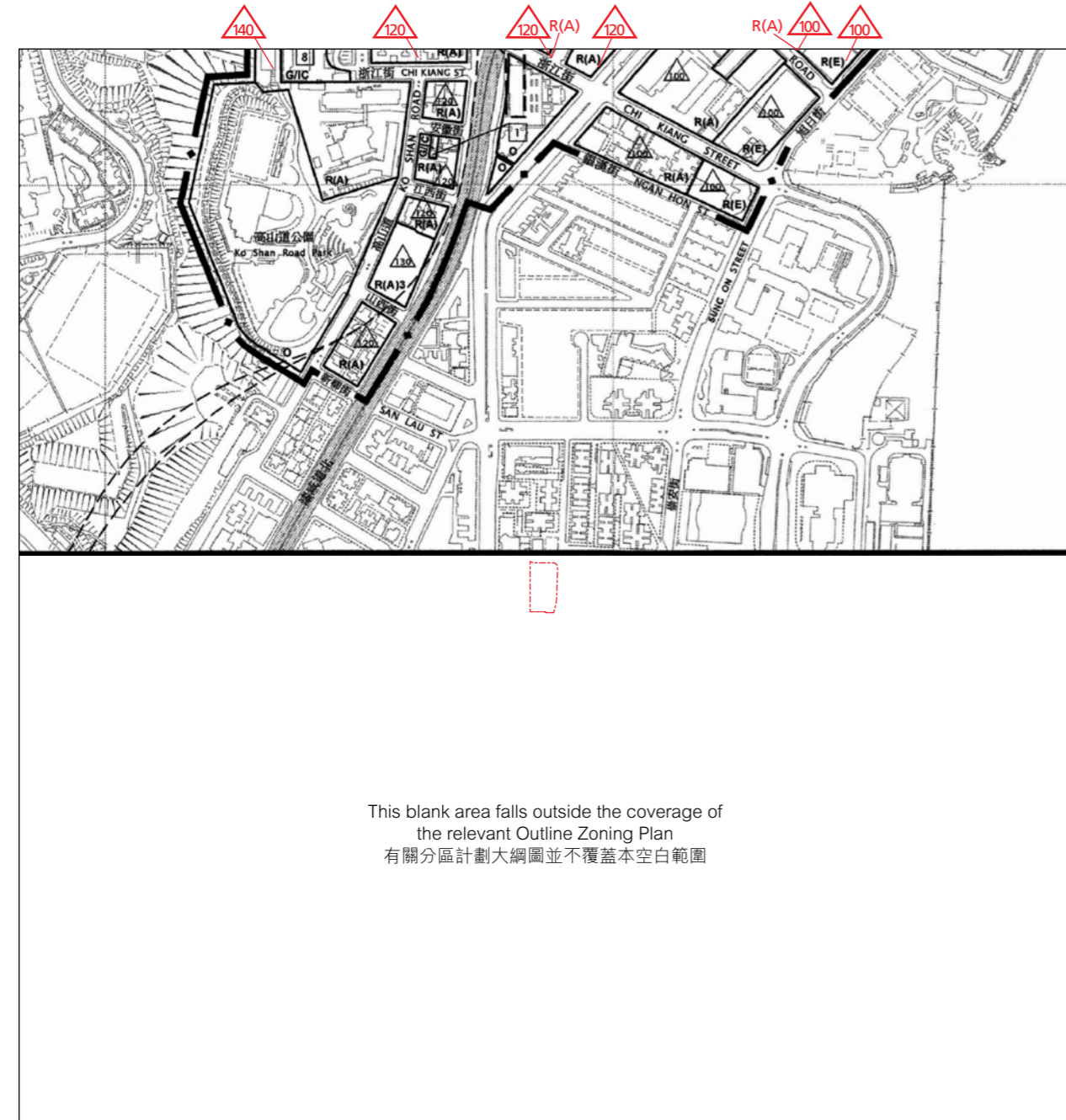
附註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
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OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關乎發展項目的分區計劃大綱圖等

Extracted from Approved Ma Tau Kok Outline Zoning Plan No. S/K10/30 gazetted on 8 September 2023, with adjustments to show the Development site boundary and other information in red.
 摘錄自2023年9月8日刊憲之馬頭角分區計劃大綱核准圖編號S/K10/30，經處理並以紅色顯示發展項目邊界及其他資料。



Notation 圖例：

ZONES

RESIDENTIAL (GROUP A)

R(A)

地帶

住宅（甲類）

RESIDENTIAL (GROUP E)

R(E)

住宅（戊類）

GOVERNMENT, INSTITUTION OR COMMUNITY

G/C

政府、機構或社區

OPEN SPACE

O

休憩用地

COMMUNICATIONS

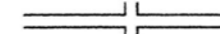
交通

RAILWAY AND STATION (UNDERGROUND)



鐵路及車站（地下）

MAJOR ROAD AND JUNCTION



主要道路及路口

ELEVATED ROAD



高架道路

MISCELLANEOUS

其他

BOUNDARY OF PLANNING SCHEME



規劃範圍界線

MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)




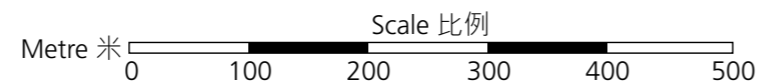
最高建築物高度
（在主水平基準上若干米）

MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)



最高建築物高度
（樓層數目）

 Boundary line of the Development
發展項目邊界



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大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

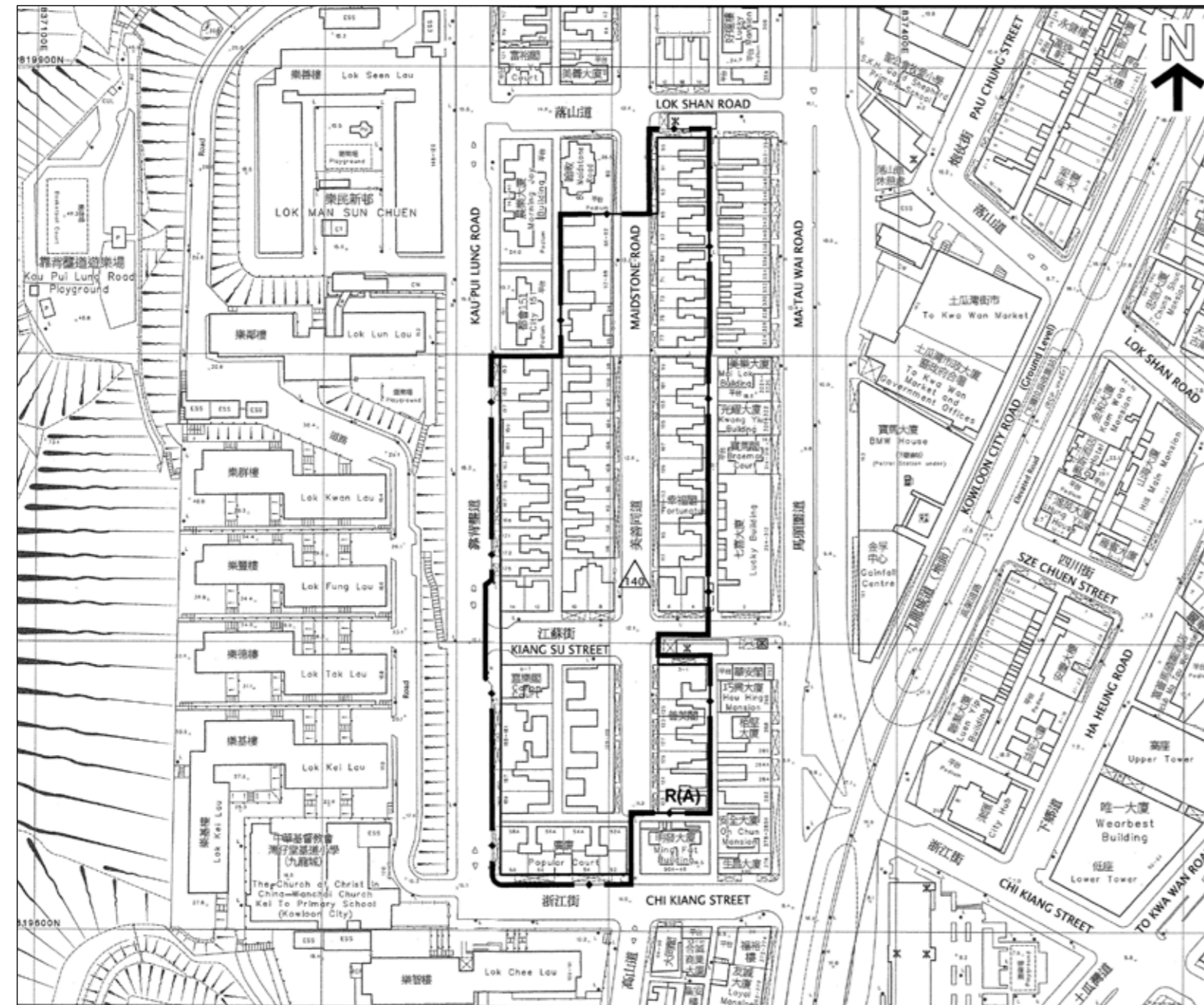
附註：

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OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

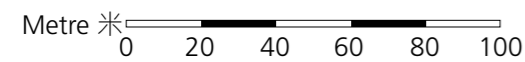
關於發展項目的分區計劃大綱圖等

Extract from the Urban Renewal Authority Kau Pui Lung Road / Chi Kiang Street Development Scheme Plan (Plan No. S/K10/URA2/1) Gazetted on 21 April 2023.
 摘錄自2023年4月21日刊憲之市區重建局靠背壟道/ 浙江街發展計劃圖 (編號S/K10/URA2/1)



Notation 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A)		住宅 (甲類)
MAJOR ROAD AND JUNCTION		主要道路及路口
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)



Notes:

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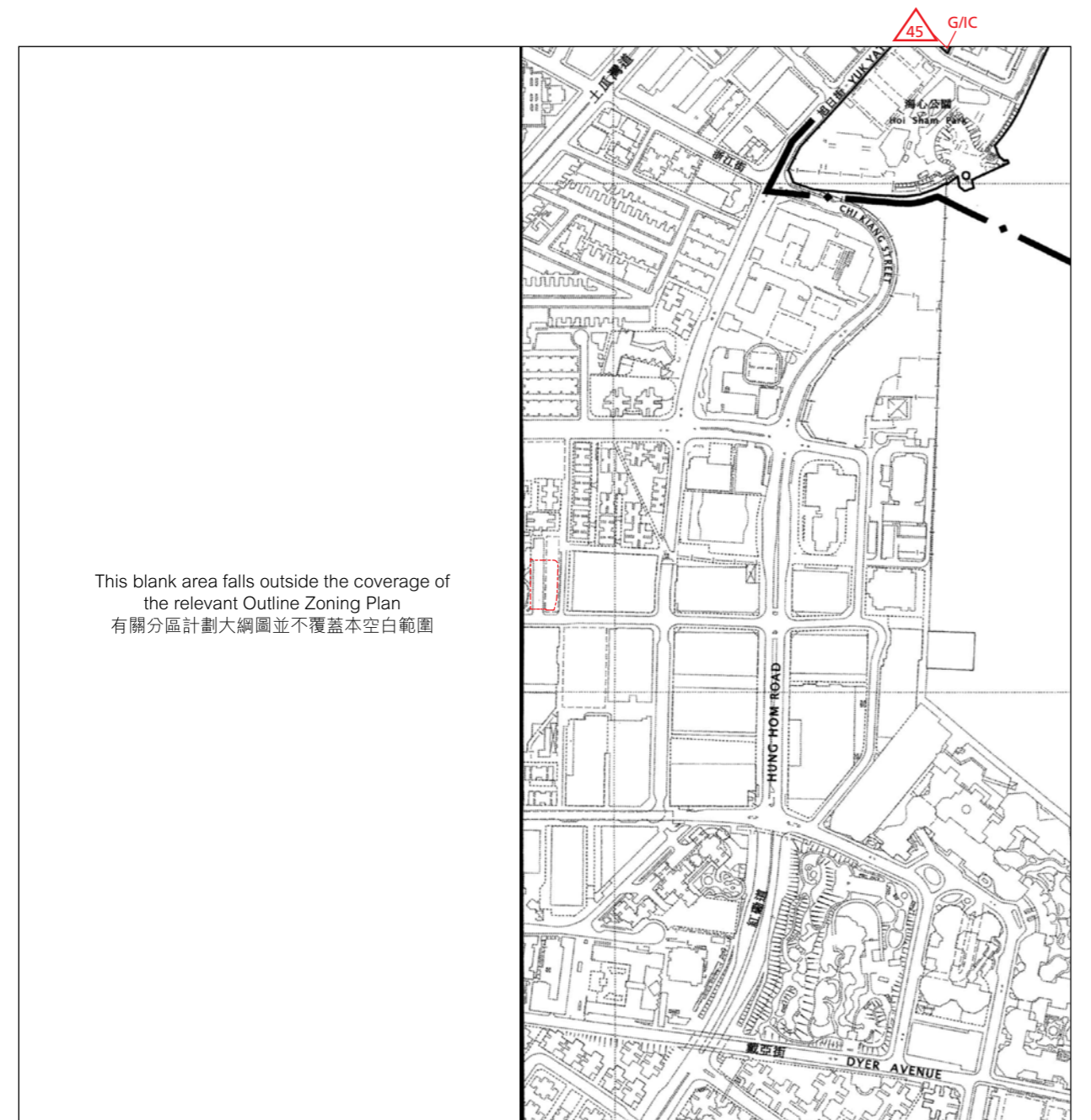
附註：

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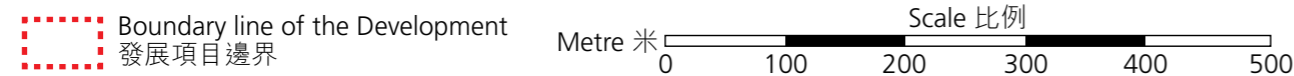
OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等

Extracted from Approved Kai Tak Outline Zoning Plan No. S/K22/8 gazetted on 28 October 2022, with adjustments to show the Development site boundary and other information in red.
 摘錄自2022年10月28日刊憲之啟德分區計劃大綱核准圖編號S/K22/8，經處理並以紅色顯示發展項目邊界及其他資料。



This blank area falls outside the coverage of the relevant Outline Zoning Plan
 有關分區計劃大綱圖並不覆蓋本空白範圍



Notation 圖例：

ZONES

GOVERNMENT, INSTITUTION OR COMMUNITY	
OPEN SPACE	

MISCELLANEOUS

BOUNDARY OF PLANNING SCHEME	
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	

地帶
政府、機構或社區
休憩用地
其他
規劃範圍界線
最高建築物高度 (在主水平基準上若干米)

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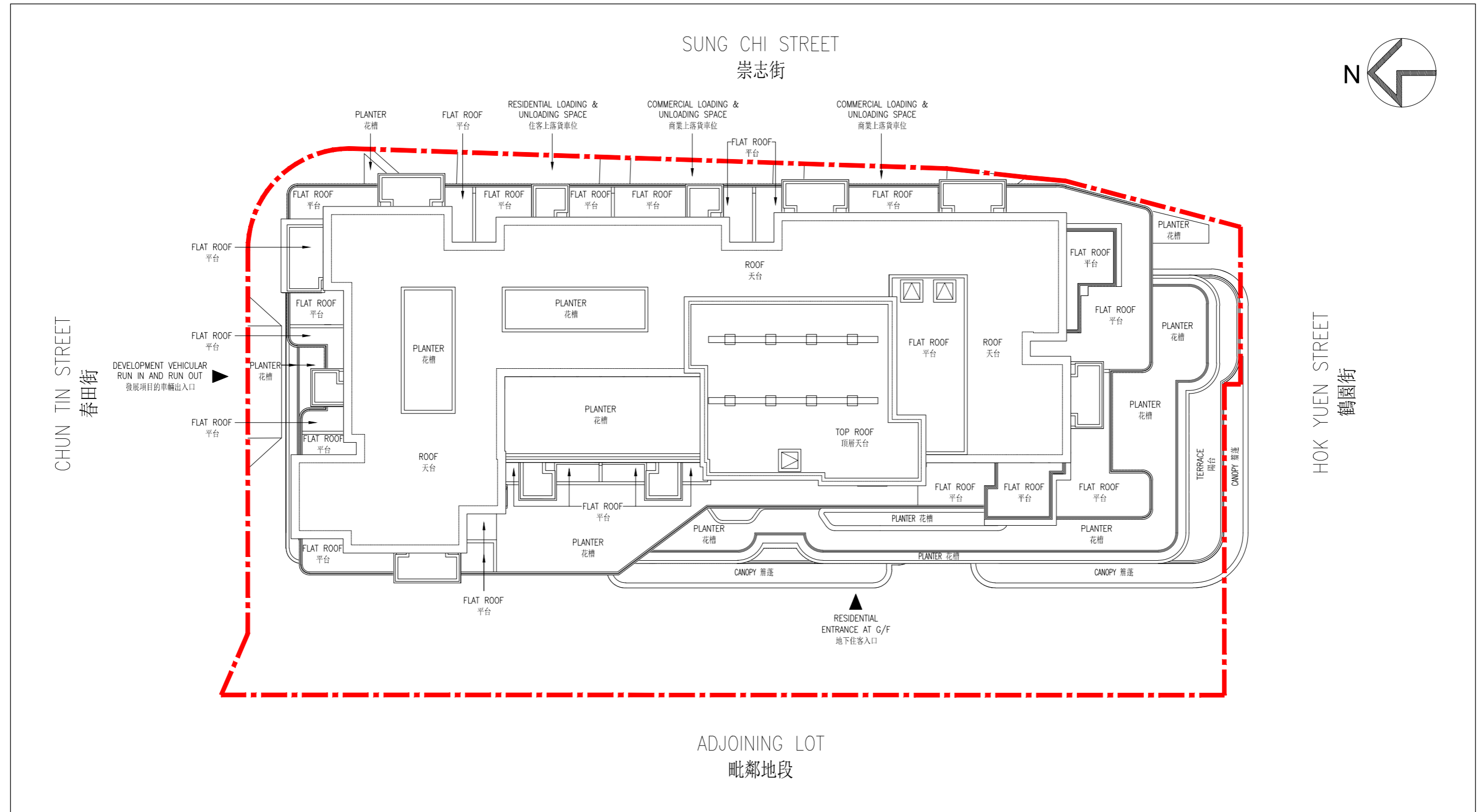
大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

附註：

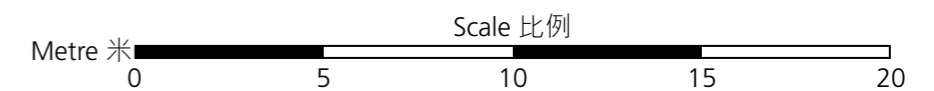
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
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LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖



Boundary line of the Development
發展項目邊界



Supplementary information: Regarding the location and street naming of Chun Tin Street adjacent to the Development, prospective purchasers may further refer to Government Notice G.N. 2752 issued on 5 May 2023 and Plan No. KRM139 annexed therein (and their amendments from time to time, if any) for information.
補充資料：關於毗鄰發展項目的春田街的位置及街道命名資料，準買家可參閱於2023年5月5日刊登的第2752號政府公告中及其所載的圖則KRM139號(及(如有)其不時之修改)。

The estimated date of completion of the buildings and facilities as provided by the Authorized Person for the Development: 30 November 2025.
發展項目的認可人士提供的該等建築物及設施的預計落成日期：2025年11月30日。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

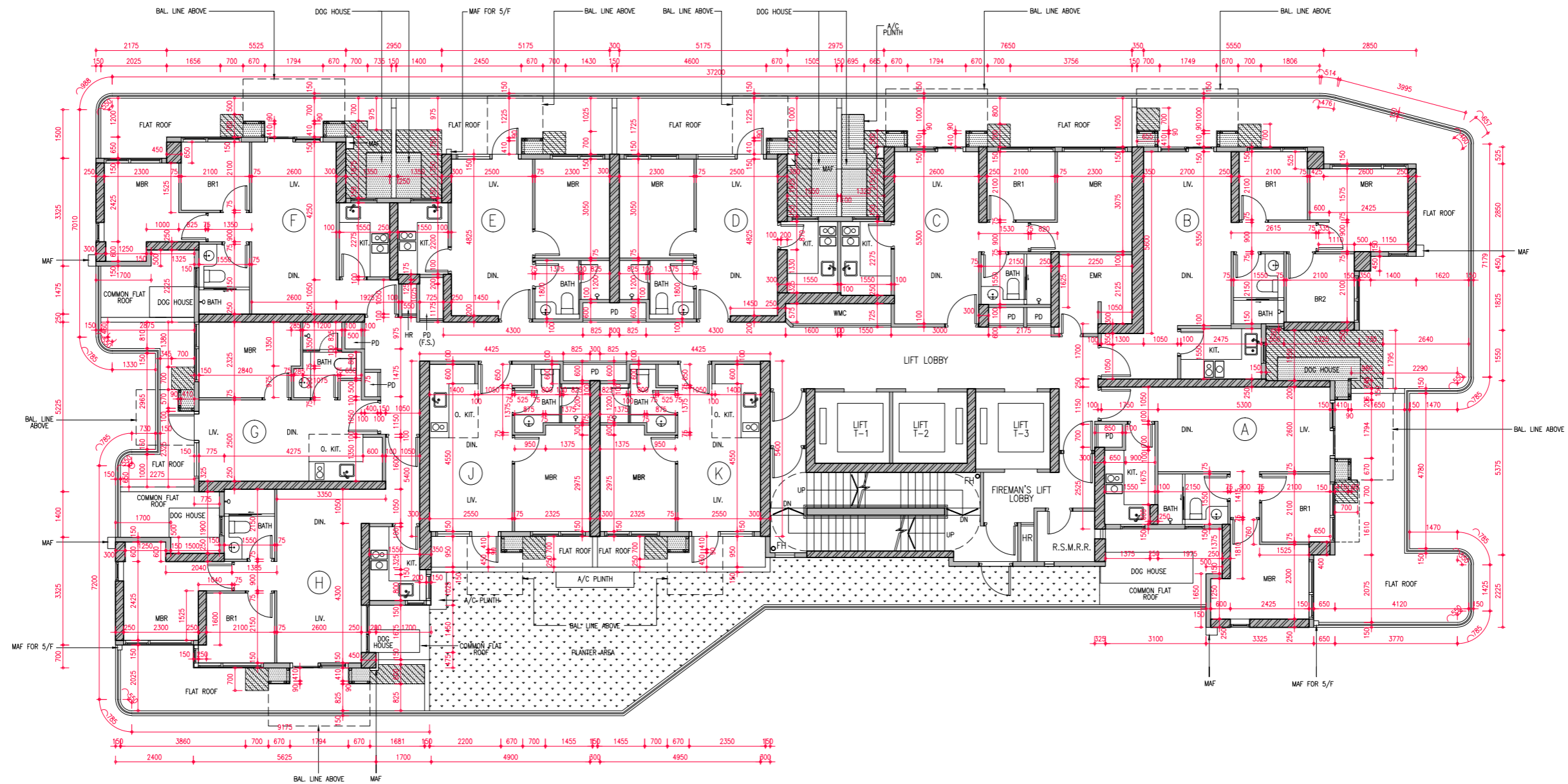
Legend Of Terms And Abbreviations Used On Floor Plans of Residential Properties in the Development: 發展項目的住宅物業的樓面平面圖中所使用名稱及簡稱之圖例：

A/C PLATFORM	AIR CONDITIONING PLATFORM	空調機平台	MAF	METAL ARCHITECTURAL FEATURE	鋁質建築裝飾
A/C PLINTH	AIR CONDITIONING PLINTH	空調機底座	MAINTENANCE WINDOW	MAINTENANCE WINDOW	維修窗戶
AT	AT	在	MAINTENANCE FLAT ROOF & GREENERY	MAINTENANCE FLAT ROOF & GREENERY	維修及綠化平台
BAL.	BALCONY	露台	MBR	MASTER BEDROOM	主人睡房
BAL. LINE ABOVE	BALCONY LINE ABOVE	上層露台位置	MC	METAL CLADDING	鋁質飾面板
BATH	BATHROOM	浴室	O. KIT.	OPEN KITCHEN	開放式廚房
BR1	BEDROOM 1	睡房1	ONLY	ONLY	僅有
BR2	BEDROOM 2	睡房2	PLANTER AREA	PLANTER AREA	花槽
CLUBHOUSE LINE ABOVE	CLUBHOUSE LINE ABOVE	上層會所位置	PD	PIPE DUCT	管道槽
COMMON FLAT ROOF	COMMON FLAT ROOF	公用平台	PROVIDED	PROVIDED	供
DIN.	DINING ROOM	飯廳	R.C. SLAB (FOR TOP OF BAL.)	REINFORCED CONCRETE SLAB (FOR TOP OF BALCONY)	混凝土樓板 (供露台頂部)
DN	DOWN	落	R.S.M.R.R.	REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收室
DOG HOUSE	DOG HOUSE	室外管道房	SELF CLOSING DOOR	SELF CLOSING DOOR	自動關閉式門
EMR	ELECTRIC METER ROOM	電錶房	TOP HUNG ACOUSTIC WINDOW WITH HORIZONTAL FIN	TOP HUNG ACOUSTIC WINDOW WITH HORIZONTAL FIN	上懸式減音窗連水平鱗片
FH	FIRE HYDRANT	消防龍頭	UP	UP	上
FIREMAN'S LIFT LOBBY	FIREMAN'S LIFT LOBBY	消防員升降機大堂	U.P.	UTILITY PLATFORM	工作平台
FLAT ROOF	FLAT ROOF	平台	V.W.	VENTILATION WINDOW	通風窗戶
FOR	FOR	供	WMC	WATER METER CABINET	水錶櫃
F.S.	FIRE SERVICES	消防裝置		PORTION OF FLAT ROOF FORMING PART OF COMMON AREAS WITHIN RESIDENTIAL UNITS	屬於住宅單位內的公用部分之一的部分平台
HR	HOSE REEL	消防喉轆		MAINTENANCE AREA FORMING PART OF COMMON AREAS WITHIN RESIDENTIAL UNITS	屬於住宅單位內的公用部分之一的維修空間
KIT.	KITCHEN	廚房		STRUCTURAL WALL/ COLUMN	結構牆/柱
LIV.	LIVING ROOM	客廳			
LIFT	LIFT	升降機			
LIFT LOBBY	LIFT LOBBY	升降機大堂			

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

5/F
5樓



Scale 比例
Metre 米 0 5

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

5/F
5樓

Floor 樓層	Flat 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)
5/F 5樓	A	150	2,800 , 3,125 , 3,150
	B	150	2,800 , 3,125 , 3,150
	C	150	2,800 , 3,125 , 3,150
	D	150	2,800 , 3,125 , 3,150
	E	150	2,800 , 3,125 , 3,150
	F	150	2,800 , 3,125 , 3,150
	G	150	2,800 , 3,125 , 3,150
	H	150	2,800 , 3,125 , 3,150
	J	150	2,800 , 2,825 , 3,125 , 3,150
	K	150	2,800 , 2,825 , 3,125 , 3,150

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.
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。

Remarks applicable to floor plans of this section:

- The dimensions in the floor plans are all in millimetre.
- Please refer to page 21 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
- The demarcations of structural wall / column in the floor plans are extracted from the structural plans and are for general indication only. For the avoidance of doubt, the floor plans do not include indications of all the structural elements of the residential properties (including but not limited to structural beam / slab).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- For the purposes of identification only, the common areas within residential units insofar as the same are identifiable in the floor plan are, collectively, (i) marked "portion of flat roof forming part of common areas within residential units" and shown coloured stippled black and (ii) marked "maintenance area forming part of common areas within residential units" and shown coloured stippled black hatched black in the floor plan. (For the common areas within residential units which are not identifiable in the floor plan, please refer to paragraph 7(a) in the Information Required by The Director of Lands to be Set Out in the Sales Brochure as a Condition for Giving the Presale Consent of this sales brochure.)

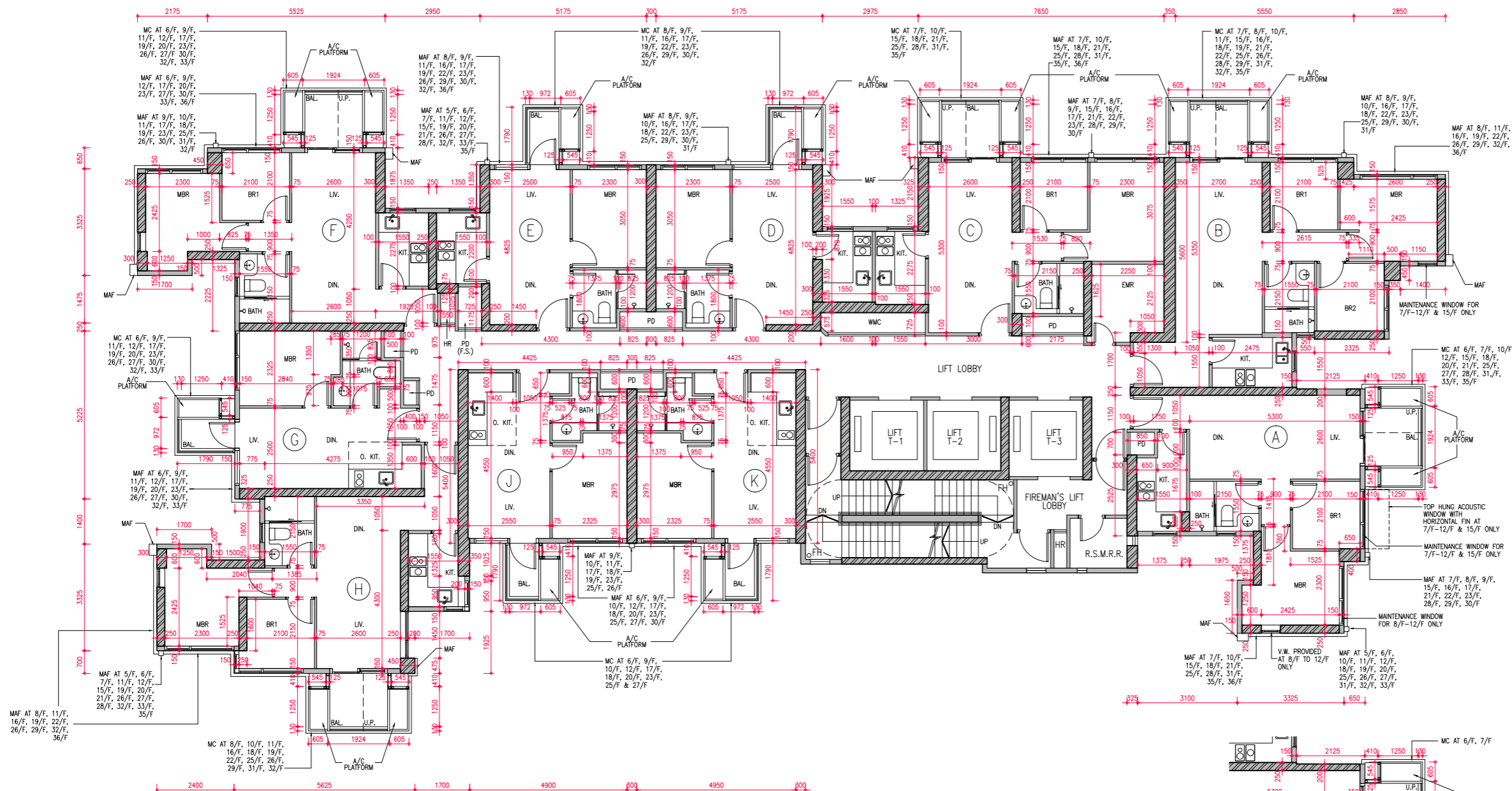
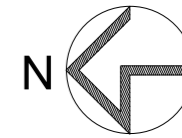
適用於本節各樓面平面圖之備註：

- 樓面平面圖所列之所有尺寸均以毫米標示。
- 樓面平面圖中顯示之名詞及簡稱請參閱本售樓說明書第21頁。
- 部分住宅物業有用以安裝機電設備的跌級樓板及/或以安裝空調裝備及/或其他機電設備的假天花。
- 樓面平面圖上所顯示的結構牆/柱乃摘自結構圖，只作一般性標誌。為免生疑，樓面平面圖沒有顯示住宅物業的所有結構元素(包括但不限於結構梁/板)的位置。
- 不設4樓、13樓、14樓、24樓及34樓。
- 可以在平面圖中識別並屬於住宅單位內的公用部分的範圍統合地在樓面平面圖(i)標示為「屬於住宅單位內的公用部分之一的部分平台」並以黑點顯示及(ii)標示為「屬於住宅單位內的公用部分之一的維修空間」並以黑點加間黑斜線顯示，僅供識別。(關於不能在平面圖中識別但屬於住宅單位內的公用部分之一的部分，請參閱本售樓說明書的「地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料」的第7(a)段。)

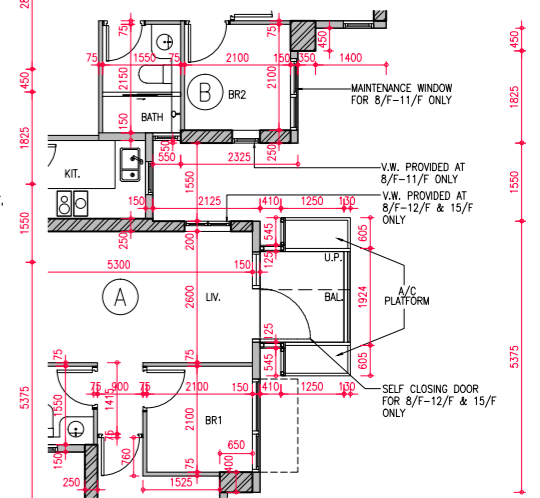
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓



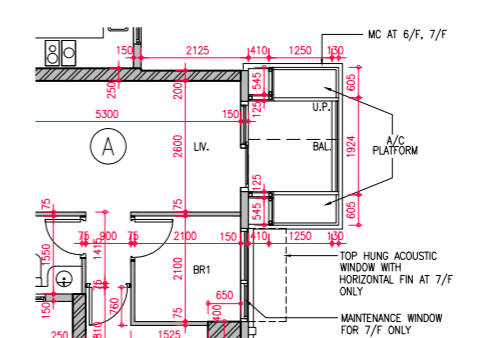
**PART PLAN OF FLAT B
ON 8/F-11/F
8樓至11樓B單位
部分平面圖**



**PART PLAN OF FLAT A
ON 8/F-12/F & 15/F
8樓至12樓及15樓A單位
部分平面圖**



**PART PLAN OF FLAT A
ON 6/F & 7/F
6樓及7樓A單位
部分平面圖**



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓

Floor 樓層	Flat 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)
6-12/F, 15/F-23/F & 25/F-28/F 6樓至12樓、15樓至23樓及 25樓至28樓	A	150	2,800 , 3,150
	B	150	2,800 , 3,150
	C	150	2,800 , 3,150
	D	150	2,800 , 3,150
	E	150	2,800 , 3,150
	F	150	2,800 , 3,150
	G	150	2,800 , 3,150
	H	150	2,800 , 3,150
	J	150	2,800 , 2,825 , 3,150
	K	150	2,800 , 2,825 , 3,150
	29/F 29樓	A	150
B		150	2,800 , 3,150
C		150	2,800 , 3,150
D		150	2,800 , 3,150
E		150	2,800 , 3,150
F		150	2,800 , 3,150
G		150	2,800 , 3,150
H		150	2,800 , 3,150
J		150 , 275	3,150 , 3,275
K		150 , 275	3,150 , 3,275

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.
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。

Remarks applicable to floor plans of this section:

1. The dimensions in the floor plans are all in millimetre.
2. Please refer to page 21 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
4. The demarcations of structural wall / column in the floor plans are extracted from the structural plans and are for general indication only. For the avoidance of doubt, the floor plans do not include indications of all the structural elements of the residential properties (including but not limited to structural beam / slab).
5. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

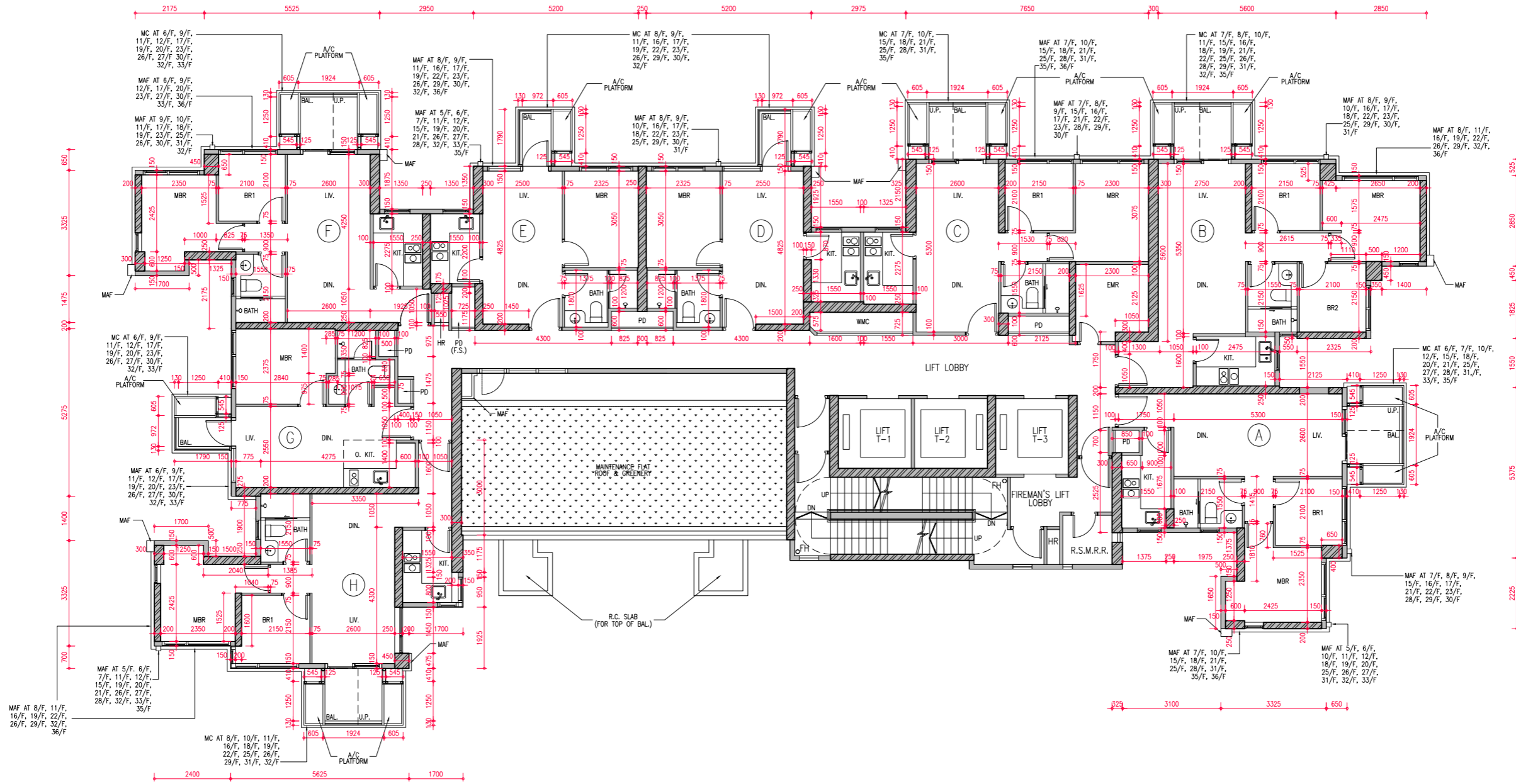
適用於本節各樓面平面圖之備註：

1. 樓面平面圖所列之所有尺寸均以毫米標示。
2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓說明書第21頁。
3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或以安裝空調設備及/或其他機電設備的假天花。
4. 樓面平面圖上所顯示的結構牆/柱乃摘自結構圖，只作一般性標誌。為免生疑，樓面平面圖沒有顯示住宅物業的所有結構元素(包括但不限於結構梁/板)的位置。
5. 不設4樓、13樓、14樓、24樓及34樓。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

30/F
30樓



Scale 比例
Metre 米 0 5

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

30/F 30樓

Floor 樓層	Flat 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)
30/F 30樓	A	150	2,975 , 3,325
	B	150	2,975 , 3,325
	C	150	2,975 , 3,325
	D	150	2,975 , 3,325
	E	150	2,975 , 3,325
	F	150	2,975 , 3,325
	G	150	2,975 , 3,325
	H	150	2,975 , 3,325

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.
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。

Remarks applicable to floor plans of this section:

1. The dimensions in the floor plans are all in millimetre.
2. Please refer to page 21 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
4. The demarcations of structural wall / column in the floor plans are extracted from the structural plans and are for general indication only. For the avoidance of doubt, the floor plans do not include indications of all the structural elements of the residential properties (including but not limited to structural beam / slab).
5. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

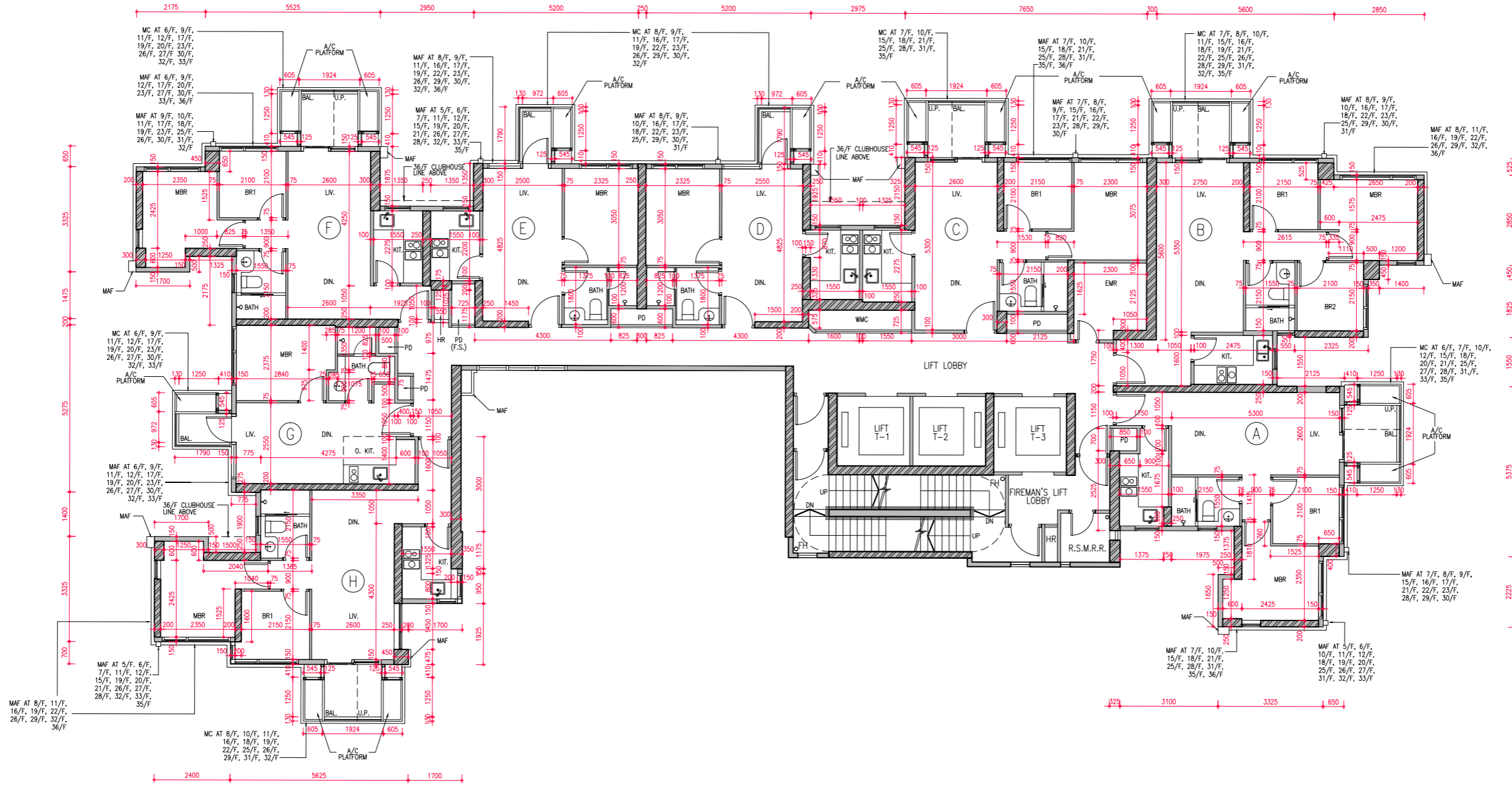
適用於本節各樓面平面圖之備註：

1. 樓面平面圖所列之所有尺寸均以毫米標示。
2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓說明書第21頁。
3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以安裝空調裝備及/或其他機電設備的假天花。
4. 樓面平面圖上所顯示的結構牆/柱乃摘自結構圖，只作一般性標誌。為免生疑，樓面平面圖沒有顯示住宅物業的所有結構元素(包括但不限於結構梁/板)的位置。
5. 不設4樓、13樓、14樓、24樓及34樓。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

31/F-33/F & 35/F 31樓至33樓及35樓



Scale 比例
Metre 米 0 5

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

31/F-33/F & 35/F 31樓至33樓及35樓

Floor 樓層	Flat 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)
31/F-33/F 31樓至33樓	A	150	2,975 , 3,325
	B	150	2,975 , 3,325
	C	150	2,975 , 3,325
	D	150	2,975 , 3,325
	E	150	2,975 , 3,325
	F	150	2,975 , 3,325
	G	150	2,975 , 3,325
	H	150	2,975 , 3,325
35/F 35樓	A	150 , 175	3,300 , 3,500
	B	150 , 175	3,150 , 3,300 , 3,500
	C	150 , 175	3,500
	D	150 , 175	3,500
	E	150 , 175	3,500
	F	150 , 175	3,300 , 3,500
	G	150 , 175	3,500
	H	150 , 175	3,100 , 3,500

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.
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。

Remarks applicable to floor plans of this section:

1. The dimensions in the floor plans are all in millimetre.
2. Please refer to page 21 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
4. The demarcations of structural wall / column in the floor plans are extracted from the structural plans and are for general indication only. For the avoidance of doubt, the floor plans do not include indications of all the structural elements of the residential properties (including but not limited to structural beam / slab).
5. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

適用於本節各樓面平面圖之備註：

1. 樓面平面圖所列之所有尺寸均以毫米標示。
2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓說明書第21頁。
3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或以安裝空調裝備及/或其他機電設備的假天花。
4. 樓面平面圖上所顯示的結構牆/柱乃摘自結構圖，只作一般性標誌。為免生疑，樓面平面圖沒有顯示住宅物業的所有結構元素(包括但不限於結構梁/板)的位置。
5. 不設4樓、13樓、14樓、24樓及34樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) 實用面積 (包括露台、 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
5/F 5樓	A	42.628 (459) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	19.714 (212)	--	--	--	--	--	--
	B	52.127 (561) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	30.277 (326)	--	--	--	--	--	--
	C	40.244 (433) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	11.238 (121)	--	--	--	--	--	--
	D	31.223 (336) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	10.261 (110)	--	--	--	--	--	--
	E	30.624 (330) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	9.574 (103)	--	--	--	--	--	--
	F	41.831 (450) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	10.355 (111)	--	--	--	--	--	--
	G	28.142 (303) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	7.138 (77)	--	--	--	--	--	--
	H	45.244 (487) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	11.962 (129)	--	--	--	--	--	--
	J	28.103 (303) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	3.901 (42)	--	--	--	--	--	--
	K	28.575 (308) Balcony 露台 : - Utility Platform 工作平台 : -	--	--	--	4.091 (44)	--	--	--	--	--	--

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

每個住宅物業的實用面積以及露台、工作平台或陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積內) 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Notes 附註:

- The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- There is no verandah in the residential properties of the Development.
發展項目住宅物業並無陽台。
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
不設4樓、13樓、14樓、24樓及34樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) 實用面積 (包括露台、 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、 15樓至23樓 及25樓至29樓	A	46.128 (497) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	B	55.627 (599) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	C	43.744 (471) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	D	33.224 (358) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	E	32.625 (351) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	F	45.331 (488) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	G	30.143 (324) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	H	48.744 (525) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	J	30.104 (324) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	K	30.576 (329) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

每個住宅物業的實用面積以及露台、工作平台或陽台 (如有) 的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積內) 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Notes 附註:

- The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。
- There is no verandah in the residential properties of the Development.
發展項目住宅物業並無陽台。
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
不設4樓、13樓、14樓、24樓及34樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) 實用面積 (包括露台、 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
30/F 30樓	A	46.066 (496) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	B	55.772 (600) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	C	43.579 (469) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	D	33.225 (358) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	E	32.625 (351) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	F	45.249 (487) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	G	30.352 (327) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	H	49.097 (528) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

每個住宅物業的實用面積以及露台、工作平台或陽台 (如有) 的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積內) 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Notes 附註:

1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.

上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。

2. There is no verandah in the residential properties of the Development.

發展項目住宅物業並無陽台。

3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

不設4樓、13樓、14樓、24樓及34樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
31/F-33/F & 35/F 31樓至33樓 及35樓	A	46.066 (496) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	B	55.772 (600) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	C	43.579 (469) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	D	33.225 (358) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	E	32.625 (351) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	F	45.249 (487) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--
	G	30.352 (327) Balcony 露台: 2.001 (22) Utility Platform 工作平台: -	--	--	--	--	--	--	--	--	--	--
	H	49.097 (528) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	--	--	--	--	--	--	--	--	--	--

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

每個住宅物業的實用面積以及露台、工作平台或陽台 (如有) 的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積內) 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Notes 附註:

1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.

上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。

2. There is no verandah in the residential properties of the Development.

發展項目住宅物業並無陽台。

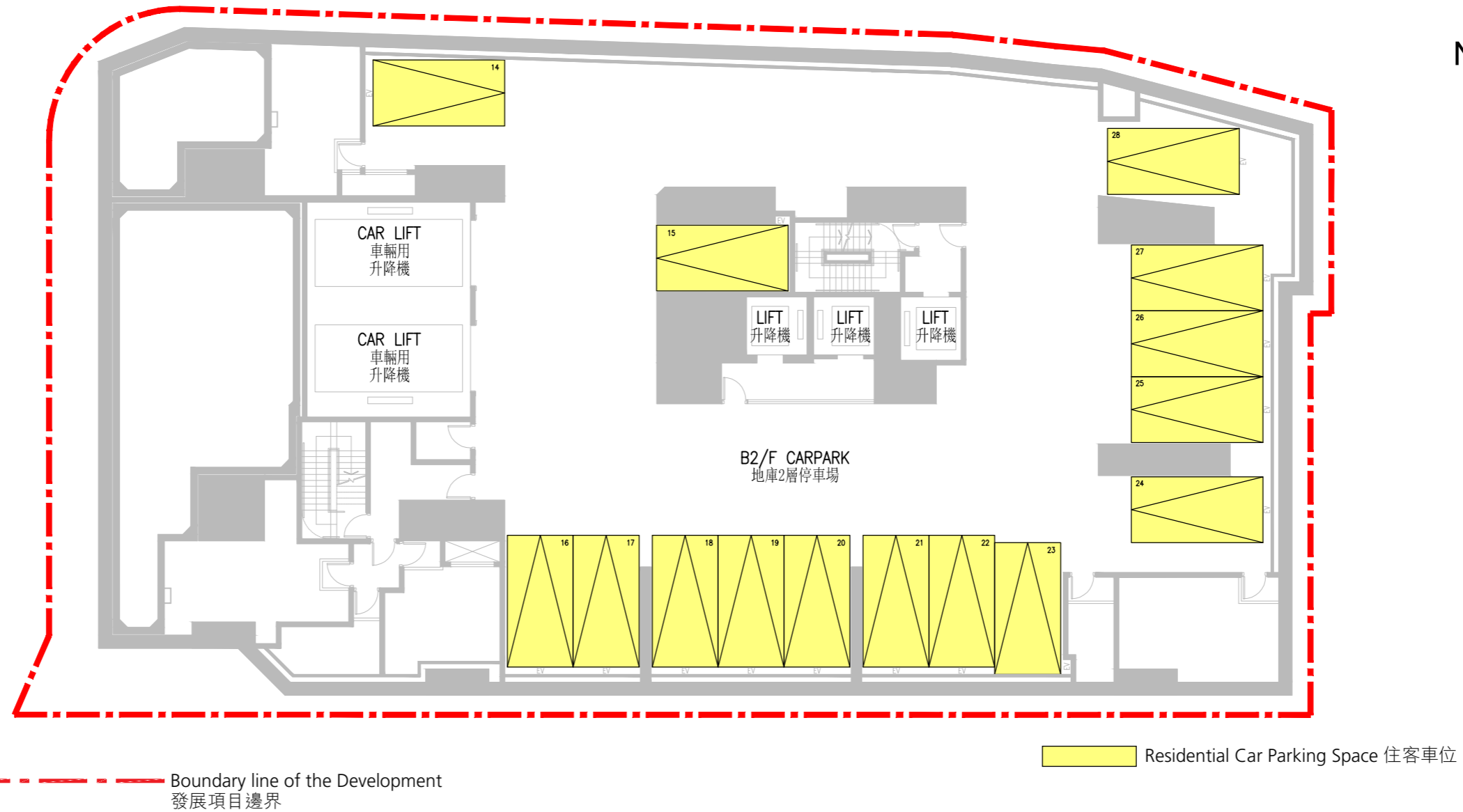
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

不設4樓、13樓、14樓、24樓及34樓。

FLOOR PLAN OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B2/F FLOOR PLAN 地庫2層平面圖



Number, Dimensions and Area of Parking Spaces on B2/F 地庫2層停車位的數目、尺寸及面積

Category of Parking Space 車位類別	Number 數目	Dimensions (Length x Width) (metre) 尺寸(長x闊)(米)	Area Per Parking Space (sq.m.) 每個停車位面積(平方米)
Residential Car Parking Space 住客車位	15	5 x 2.5	12.50

FLOOR PLAN OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B1/F FLOOR PLAN 地庫1層平面圖



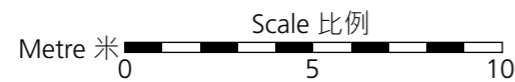
Number, Dimensions and Area of Parking Spaces on B1/F 地庫1層停車位的數目、尺寸及面積

Category of Parking Space 車位類別	Number 數目	Dimensions (Length x Width) (metre) 尺寸(長x闊)(米)	Area Per Parking Space (sq.m.) 每個停車位面積(平方米)
Residential Car Parking Space 住客車位	3	5 x 2.5	12.50
Visitor Parking Space 訪客車位	1	5 x 2.5	12.50
Accessible Car Parking Space 暢通易達車位	1	5 x 3.5	17.50
Commerical Car Parking Space 商業車位	8	5 x 2.5	12.50
Residential Motor Cycle Parking Space 住客電單車車位	1	2.4 x 1	2.40
Commerical Motor Cycle Parking Space 商業電單車車位	3	2.4 x 1	2.40

FLOOR PLAN OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

G/F FLOOR PLAN 地下平面圖



Number, Dimensions and Area of Loading and Unloading Spaces on G/F 地下上落貨車位的數目、尺寸及面積

Category of Parking Space 車位類別	Number 數目	Dimensions (Length x Width) (metre) 尺寸 (長x闊) (米)	Area Per Parking Space (sq.m.) 每個停車位面積 (平方米)
Residential Loading and Unloading Space 住客上落貨車位	1	7 x 3.5	24.50
Commerical Loading and Unloading Space 商業上落貨車位	2	7 x 3.5	24.50

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (“the Preliminary Agreement”).
1. 在簽署臨時買賣合約（「該臨時合約」）時須支付款額為5%的臨時訂金。
2. The preliminary deposit paid by the Purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
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. 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 the Preliminary Agreement:
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：
 - (a) the Preliminary Agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the Purchaser for the failure.
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 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。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. Common Parts of the Development

According to the latest draft Deed of Mutual Covenant and Management Agreement (“DMC”) in respect of the Development:-

“Common Areas and Facilities” means the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

1. “Carpark Common Areas and Facilities” means and includes:-

(a) the whole of the Carpark (except the Parking Spaces and the Accessible Parking Space and Visitor Parking Space) including but not limited to car lifts, fireman’s lift lobbies, hose reels, fan room (intake), electric rooms, exhaust air ducts, fan rooms (exhaust), extra low voltage rooms, fresh air duct, smoke vents, temporary refuge space, fresh air ducts (Carpark), hoistway, traction car lift machine room, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Green on the DMC Plans;

(b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with this Deed; and

(c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Building Management Ordinance (Cap. 344 of the laws of Hong Kong) any regulations made thereunder and any amending legislation thereof (for the purpose of this Summary of Deed of Mutual Covenant, “the Ordinance”) of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities.

2. “Commercial Common Areas and Facilities” means and includes:-

(a) the Passageway, the vertical greenings of the Greenery Areas (in so far as they form part of the Commercial Common Areas and Facilities) which for the purposes of identification only are shown

coloured Pink Hatched Black and Pink Stippled Black on Ground Floor Plan and Elevation 2 of the DMC Plans;

(b) the Accessible Car Parking Space and the Commercial Loading and Unloading Spaces which for the purposes of identification only are shown coloured Pink on Basement 1 Plan and Ground Floor Plan of the DMC Plans respectively;

(c) the telecommunication and broadcasting equipment room (podium) which for the purposes of identification only is shown coloured Pink on Basement 2 Plan of the DMC Plans, the fireman’s lift lobbies on 1/F and 2/F and the associated temporary refuge spaces on 1/F and 2/F which for the purposes of identification only are shown coloured Pink on 1/F Plan and 2/F Plan of the DMC Plans respectively;

(d) such areas and facilities to be designated under any Sub-Deed of the Commercial Accommodation for the common use and benefit of the Commercial Area as a whole; and

(e) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for the benefit of the Commercial Area as a whole or otherwise not of any individual Owner,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities.

3. “Development Common Areas and Facilities” means and includes :-

(a) fire services water tank, fire services pump room, water meter cabinets, sprinkler water tank, sprinkler pump room, master water meter room, fan room, smoke vents, ventilation duct, AMR Outstation Room, cable riser, pipe ducts, fireman’s lift lobby, hose reels, fire services inlet, fire services access point, fire control centre, extra low voltage ducts, refuse storage and material recovery chamber, guard room (excluding that forming part of the Commercial Accommodation), run in/out, electric meter cabinets, hoistway, transformer room, switch room, gas pipe, pipe duct (fire services), Owners’ Committee office, electric meter rooms, emergency generator room, Greenery Areas (in so far as they form part of the Development Common Areas and Facilities) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole which for the purposes of identification only are shown

coloured Yellow and Yellow Stippled Black on the DMC Plans;

(b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with this Deed; and

(c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

but shall exclude the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

4. “Residential Common Areas and Facilities” means and includes :-

(a) lift pits, lifts, lift lobbies, Visitor Parking Space, potable and flushing water tank and pump room (domestic), smoke vents, telecommunication and broadcasting equipment room (tower), Residential Loading and Unloading Space, fireman’s lift lobbies, residential lobby, extra low voltage duct, lift shafts, planters, planter areas, temporary refuge spaces, children’s play area, indoor kids play area, caretaker’s office, accessible unisex toilet, common flat roofs, hose reels, pipe ducts (fire services), pipe ducts, water meter cabinets, refuse storage and material recovery rooms, horizontal acoustic fins at 7/F to 12/F and 15/F, maintenance flat roof and greenery at 30/F only, flushing water tank and pump room, potable water tank, potable water and irrigation water tank and pump room, inaccessible flat roof, game rooms, store room, portions of flat roofs (excluding those forming parts of the Residential Units) where maintenance of the drainage pipes covered by the exterior perforated metal architectural features may be carried out for the benefit of all Residential Units, which for the purposes of identification only are shown coloured Brown on 5/F Plan of the DMC Plans, reinforced concrete slabs (for top of balcony and utility platform), reinforced concrete slabs (for top of balcony), sitting area, function room 1, lavatories, function room 2, yoga room, gymnasium, accessible unisex toilet, female lavatory, male lavatory, flat roofs below, flat roof (refuge area), lift machine rooms, upper part of lift machine room, upper part of staircase, lift platforms, Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), Covered Landscaped Area, Greenery Areas cum Covered Landscaped Area,

waterproofing layer underneath the finishes of the flat roof of each Unit on 5/F or the finishes of the roof of each Unit on 35/F, architecture fins and features (if any), window fins, vertical down pipes for discharging air-conditioner condensate water and rain water existing in the Development, non-structural prefabricated external walls, all structural parts and reinforced concrete slab within the Residential Units (but excluding the finishes covering the surfaces thereof), such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Brown, Brown Hatched Black, Brown Stippled Black and Brown Hatched Black Stippled Black on the DMC Plans;

(b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential Common Areas and Facilities by the Owners in accordance with this Deed; and

(c) the common parts (unless otherwise designated in this Deed) specified in Schedule 1 to the Ordinance of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

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

Floor	Flat	Undivided Shares
5/F	A	445
	B	551
	C	413
	D	322
	E	315
	F	428
	G	288
	H	463
	J	284
	K	289

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Floor	Flat	Undivided Shares
6/F to 12/F, 15/F to 23/F, 25/F to 29/F	A	461
	B	556
	C	437
	D	332
	E	326
	F	453
	G	301
	H	487
	J	301
	K	305
30/F to 33/F, 35/F	A	460
	B	557
	C	435
	D	332
	E	326
	F	452
	G	303
	H	490

Remark: 13th, 14th, 24th and 34th Floors omitted.

C. Terms of years for which the manager of the Development is appointed

The manager of the Development shall be appointed for an initial term of two (2) years commencing from the date of the DMC and to be continued thereafter unless and until terminated in accordance with the terms of the DMC.

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

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development. The said first part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities and the Slopes and Retaining Walls (if any).

- (b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. The said second part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities.

- (c) The Owners of the Residential Units shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget, in which,

- (A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and

- (B) the said fair proportion shall be 3.43% (i.e. the numerator of the said fair proportion shall be the gross floor area of the Visitor Parking Space and the denominator shall be the total gross floor area of all Parking Spaces, Accessible Car Parking Space and Visitor Parking Space).

The said fourth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities.

E. Basis on which the management fee deposit is fixed

The management fee deposit payable by each owner of a Unit shall be a sum equal to 2/12th of the first year's budgeted Management Expenses payable in respect of his Unit.

F. The area in the Development retained by the Vendor for the Vendor's own use

Not applicable.

Note:

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

For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. 發展項目的公用部分

發展項目的最新擬定之《公契及管理協議》(「公契」)訂明：

「公用地方及設施」指「發展項目公用地方及設施」、「住宅公用地方及設施」、「商業公用地方及設施」和「停車場公用地方及設施」。

1. 「停車場公用地方及設施」指並包括：

- 停車場所有範圍(車位、暢通易達車位和訪客車位除外)，包括但不限於汽車電梯、消防員電梯大堂、喉轆、風機房(入風口)、電氣房、排氣管、風機房(排氣口)、特低壓電房、鮮風管道、排煙口、臨時庇護區、鮮風管道(停車場)、井道、牽引動力汽車電梯機房和該土地及發展項目內其他擬供停車場整體享用或並非任何個別業主專享的地方及設施，現於公契圖則以綠色顯示，僅供識別；
- 該土地及發展項目內的其他地方及設施由業主於任何時間根據公契指定為「停車場公用地方及設施」；及
- 《建築物管理條例》(香港法例第344章)(或根據其制定的任何規例及任何修訂法例)(僅於本公契的摘要中，簡稱「該條例」)附表1指明的公用部分(除非公契另行指定)，位於及屬於該土地及發展項目，擬供停車場整體享用或並非任何個別業主專享，

但不包括「發展項目公用地方及設施」、「住宅公用地方及設施」和「商業公用地方及設施」。

2. 「商業公用地方及設施」指並包括：

- 通道、綠化區的垂直綠化設施(只要構成「商業公用地方及設施」一部分)，現於公契圖則的地下平面圖及立面圖2以粉紅色間黑斜線及粉紅色加黑點顯示，僅供識別；
- 暢通易達車位及商業上落貨車位，現於公契圖則的地庫1層平面圖及地下平面圖分別以粉紅色顯示，僅供識別；
- 電訊及廣播設備室(平台層)，現於公契圖則的地庫2層平面圖以粉紅色顯示，僅供識別；1樓及2樓消防員電梯大堂連同1樓及2樓的相關臨時庇護區，現於公契圖則的1樓平面圖及2樓平面圖分別以粉紅色顯示，僅供識別；
- 任何商業部分副公契指定供商業部分整體公用與共享的地方及設施；及

- 該條例附表1指明的公用部分(除非公契另行指定)，位於及屬於該土地及發展項目，擬供商業部分整體享用或並非任何個別業主專享，

但不包括「發展項目公用地方及設施」、「住宅公用地方及設施」和「停車場公用地方及設施」。

3. 「發展項目公用地方及設施」指並包括：

- 消防水箱、消防泵房、水錶櫃、消防花灑水箱、消防花灑泵房、總水錶房、風機房、排煙口、通風管道、「自動讀錶外站」、電纜豎管、水管槽、消防員電梯大堂、喉轆、消防入水掣、消防出入通道處、消防控制中心、特低壓電線槽、垃圾及物料回收房、保安護衛室(不包括構成「商業部分」一部分的範圍)、車輛出入通道、電錶櫃、井道、變壓器房、電掣房、氣體管道、水管槽(消防)、業主委員會辦事處、電錶房、緊急發電機房、綠化區(只要構成「發展項目公用地方及設施」一部分)和該土地及發展項目內其他擬供發展項目整體公用與共享的地方及設施，現於公契圖則以黃色及黃色加黑點顯示，僅供識別；
- 該土地及發展項目內的其他地方及設施由業主於任何時間根據公契指定為「發展項目公用地方及設施」；及
- 該條例附表1指明的公用部分(除非公契另行指定)，位於及屬於該土地及發展項目，擬供發展項目整體公用與共享，

但不包括「住宅公用地方及設施」、「商業公用地方及設施」和「停車場公用地方及設施」。

4. 「住宅公用地方及設施」指並包括：

- 電梯井、電梯、電梯大堂、訪客車位、食水及沖廁水箱和泵房(住宅)、排煙口、電訊及廣播設備室(大廈)、住宅上落貨車位、消防員電梯大堂、住宅大堂、特低壓電線槽、電梯槽、花槽、花槽區、臨時庇護區、兒童遊樂地方、室內兒童遊樂地方、管理員辦事處、暢通易達無分性別廁所、公共平台、喉轆、水管槽(消防)、水管槽、水錶櫃、垃圾及物料回收房、7樓至12樓及15樓橫向隔聲簾、僅限於30樓的維修平台及綠景、沖廁水箱及泵房、食水水箱、食水及灌溉水箱和泵房、不可進入之平台、遊戲室、儲存室，以及平台部分(不包括構成住宅單位一部分的範圍)在該處可為所有住宅單位受益而進行維修室外透孔金屬建築裝飾板所遮蓋的排水管，現於公契圖則的五樓平面圖以棕色顯示，僅供識別，以及鋼筋混凝土樓板(用於露台及工作平台頂部)、鋼筋混凝土樓板(用於露台頂部)、休憩雅座、宴會廳1、廁所、宴會廳2、瑜珈房、健身室、暢

通易達無分性別廁所、女廁、男廁、下方平台、平台(庇護區)、電梯機房、電梯機房上部分、樓梯上部分、電梯平台、綠化區(只要構成「住宅公用地方及設施」一部分)、有蓋園景區、綠化區兼有蓋園景區、5樓每個單位平台飾面下方的防水層或35樓每個單位的天台飾面下的防水層、建築簷板及裝飾(如有)、窗戶簷板、排疏發展項目現有冷氣機冷凝水及雨水的垂直排水管、非結構性預製外牆、住宅單位內部所有結構部分及鋼筋混凝土樓板(但不包括覆蓋該處表面的飾面)，以及該土地和發展項目內擬供住宅樓宇整體享用而並非任何個別業主專享的地方及設施，現於公契圖則以棕色、棕色間黑斜線、棕色加黑點和棕色間黑斜線加黑點顯示，僅供識別；

- 該土地及發展項目內的其他地方及設施由業主於任何時間根據公契指定為「住宅公用地方及設施」；及
- 該條例附表1指明的公用部分(除非公契另行指定)，位於及屬於該土地及發展項目，擬供住宅樓宇整體享用或並非任何個別業主專享，

但不包括「發展項目公用地方及設施」、「商業公用地方及設施」和「停車場公用地方及設施」。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	住宅單位	不分割份數
5樓	A	445
	B	551
	C	413
	D	322
	E	315
	F	428
	G	288
	H	463
	J	284
	K	289
	6樓至12樓、15樓至23樓、25樓至29樓	A
B		556
C		437
D		332
E		326
F		453
G		301
H		487
J		301
K		305

樓層	住宅單位	不分割份數
30樓至33樓、35樓	A	460
	B	557
	C	435
	D	332
	E	326
	F	452
	G	303
	H	490

註：樓層編號不設13樓、14樓、24樓及34樓。

C. 有關發展項目的管理人的委任年期

發展項目管理人的首屆任期由公契的日期起計兩(2)年，其後繼續留任直至根據公契條款終止管理人的委任。

D. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每名業主須按下列原則分擔管理開支的款項：

- 每名單位業主須按應分擔比例攤付年度預算案第一部分列明的預算管理開支，分擔比例為其單位的管理份數除以發展項目的管理份數總額。上述年度預算案第一部分應涵蓋管理人認為(其決定如無明顯錯誤將作終論)有利於所有業主或就完善管理該土地及發展項目、發展項目公用地方及設施和斜坡及護土牆(如有)而招致的所有開支。
- 每名住宅單位業主須按應分擔比例攤付年度預算案第二部分列明的預算管理開支，分擔比例為其住宅單位的管理份數除以所有住宅單位的管理份數總額。上述年度預算案第二部分應涵蓋管理人認為(其決定如無明顯錯誤將作終論)具體關乎住宅公用地方及設施的所有開支。
- 住宅單位業主應分擔年度預算案第四部分所列預算管理開支總額的合理比例中的指定比率：
 - 上述指定比率的分子為其住宅單位的管理份數，分母為所有住宅單位的管理份數總額；及
 - 上述合理比例為3.43%(即上述合理比例的分子為訪客車位的樓面總面積，分母為所有車位、暢通易達車位及訪客車位的整體樓面總面積)。

上述年度預算案第四部分應涵蓋管理人認為(其決定如無明顯錯誤將作終論)具體關乎停車場公用地方及設施的所有開支。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

E. 計算管理費按金的基準

每個單位業主應繳的管理費按金金額為該單位首年預算管理開支的十二分之二。

F. 擁有人在發展項目中保留作自用的範圍

不適用。

註：除非本售樓說明書另有規定，本「公契的摘要」章節中所採用加上括號的詞彙與公契內的意思相同。

請參考公契最新擬稿了解全部詳情。公契最新擬稿已備於售樓處，於開放時間可供免費查閱，並可按要求在支付所需影印費後取得副本。

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(a) the lot number of the land on which the development is situated

1. The Development is situated on The Remaining Portion of Kowloon Inland Lot No. 11278 (the "Lot") which is held under the Conditions of Grant No. 20380 dated 30 June 2021 (the "Land Grant").

(b) the term of years under the lease

2. The lot is granted for a term of 50 years commencing from 30 June 2021.

(c) the user restrictions applicable to that land

3. Special Condition No. (13) of the Land Grant stipulates that:-

"(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-

(i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;

(ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and

(iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

(c) Any floor to be used solely for accommodating the parking and loading and unloading spaces to be provided in accordance with Special Condition Nos. (29) and (30) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use solely for

accommodating the parking and loading and unloading spaces to be provided in accordance with Special Condition Nos. (29) and (30) hereof or plant room or both shall be final and binding on the Grantee.

(d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitute(s) a basement level or basement levels shall be final and binding on the Grantee."

(d) the facilities that are required to be constructed and provided for the Government, or for public use

4. Special Condition No. (4) of the Land Grant stipulates that:-

"(a) (i) on or before the 31st day of December, 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures 1")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) on or before the 31st day of December, 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures 1 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been

re-delivered to the Government in accordance with Special Condition No. (5) hereof.

(b) (i) on or before the 31st day of December, 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form that portion of future public road shown coloured green stippled blue on the plan annexed hereto (hereinafter referred to as "the Green Stippled Blue Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures 2")

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Blue Area.

(ii) on or before the 31st day of December, 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) manage and maintain at his own expense the Green Stippled Blue Area together with the Structures 2 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Blue Area has been re-delivered to the Government in accordance with Special Condition No. (5) hereof.

(c) (i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form that portion of future public road shown coloured green stippled black on the plan annexed hereto (hereinafter referred to as "the Green Stippled Black Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures 3")

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area.

(ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Stippled Black Area together with the Structures 3 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (5) hereof.

(d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b) or (c) of this Special Condition within the respective prescribed periods stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(e) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b) or (c) of this Special Condition or the exercise of the rights by the Government under sub-clause (d) of this Special Condition or

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otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

5. Special Condition No. (5) of the Land Grant stipulates that:-

“For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area. The Green Area, the Green Stippled Blue Area and the Green Stippled Black Area together with the Structures 1, the Structures 2 and the Structures 3 shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area allow free access over and along the Green Area and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise. The Grantee shall, upon fulfillment of its obligations under Special Condition Nos. (4)(b)(i) and (4)(b)(ii) hereof, at all reasonable times while he is in possession of the Green Stippled Blue Area allow free access over and along the Green Stippled Blue Area for all Government and public vehicular and pedestrian traffic.”

6. Special Condition No.(6) of the Land Grant stipulates that:-

“The Grantee shall not without the prior written consent of the Director use the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof.”

7. Special Condition No.(7) of the Land Grant stipulates that:-

“(a) The Grantee shall at all reasonable times while he is in the possession of the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area:

- (i) permit the Government, the Director and his officers, contractors, agents and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Green Area, the Green Stippled Blue Area and the

Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (4)(a), (4)(b) and (4)(c) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(d) hereof and any other works which the Director may consider necessary in the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area, the Green Stippled Blue Area and the Green Stippled Black Area.

- (b) The Government, the Director and his officers, contractors and agents shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and its officers, agents, contractors, and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.”

8. Special Condition No.(8) of the Land Grant stipulates that:-

“(a) The Grantee shall:

- (i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow Area”);

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 4”); and

(III) provide and construct the lay-by specified in Special Condition No. (30)(a)(ii) hereof,

so that building, vehicular and pedestrian traffic, loading and unloading activities and picking up and setting down of passengers from motor vehicles may be carried on the Yellow Area.

- (ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Yellow Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) manage and maintain at his own expense the Yellow Area, the Structures 4, the lay-by mentioned in Special Condition No. (30)(a)(ii) hereof and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area have been re-delivered to the Government in accordance with Special Condition No. (9)(a) hereof.

- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed

period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

9. Special Condition No. (9) of the Land Grant stipulates that:-

“(a) For the purpose only of carrying out the necessary works specified in Special Condition No. (8) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area together with the Structures 4 and the lay-by specified in Special Condition No. (30)(a)(ii) hereof shall be re-delivered to the Government on demand of the Director without any payment or compensation to the Grantee and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date to be specified in a letter from the Director making such demand provided always that the Government shall not be obliged to take back possession of the Yellow Area. The Grantee shall at all times while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8) hereof or otherwise.

- (b) The Grantee acknowledges that as at the date of this Agreement, there are 2 existing lanes within that piece or parcel of land registered in the Land Registry as Kowloon Inland Lot No. 9928, which said existing lanes are for identification purpose respectively shown and marked “Existing Lane” on the plan annexed hereto (the said 2 existing lanes are hereinafter collectively referred to as “the Existing Lanes”). The Grantee shall at all times permit residents or occupiers of the building or buildings erected or to be erected on Kowloon Inland Lot No. 9928 and

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their bona fide guests, visitors or invitees to pass and repass on foot or by wheelchair for all lawful purposes free of costs and charges and without any interruption along, from and through the Yellow Area through the points P1 or P2 shown and marked on the plan annexed hereto, for the purposes of gaining access to and from the Existing Lanes.”

10. Special Condition No. (10) of the Land Grant stipulates that:-

“The Grantee shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (8) hereof.”

11. Special Condition No. (11) of the Land Grant stipulates that:-

“(a) The Grantee shall at all reasonable times while he is in the possession of the Yellow Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (8)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (8)(b) hereof and any other works which the Director may consider necessary in the Yellow Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area.

- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and its officers, contractors and agents and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

- (c) For the purpose of Special Conditions Nos. (8), (9), (10) and (11), the expression “the Grantee” shall exclude his assigns.”

12. Special Condition No. (18) of the Land Grant stipulates that:-

“(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the Structures 5 as defined in sub-clause (b) of this Special Condition and the lay-by as specified in Special Condition No. (30)(a)(ii) hereof) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as “the Pink Hatched Black Area”).

(b) The Grantee shall:

- (i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (l) lay, form and surface the Pink Hatched Black Area;

- (II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 5”); and

- (III) provide and construct the lay-by specified in Special Condition No. (30)(a)(ii)

so that building, vehicular and pedestrian traffic, loading and unloading activities and picking up and setting down of passengers from motor vehicles may be carried on the Pink Hatched Black Area;

- (ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) manage and maintain at his own expense the Pink Hatched Black Area, the Structures 5, the lay-by mentioned in Special Condition No. (30)(a)(ii) hereof and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the Pink Hatched Black Area has been surrendered to the Government under sub-clause (f) of this Special Condition.

- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with sub-clause (f) of this Special Condition permit the Government, the Director, his officers, agents, contractors and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and

supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Black Area.

- (e) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (c) and (d) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.

- (f) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Black Area or any part or parts thereof together with the Structures 5 and the lay-by specified in Special Condition No. (30)(a)(ii) hereof as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Black Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

- (g) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Pink Hatched Black Area from the lot to the satisfaction of the Director provided that this sub-clause (g) shall not apply to a building mortgage as provided under Special Condition No. (24)(d)

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hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.

- (h) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Black Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (h) shall not apply to the surrender and carving out of the Pink Hatched Black Area as provided respectively in sub-clauses (f) and (g) of this Special Condition and a building mortgage as provided in Special Condition No. (24)(d) hereof.
- (i) Except for the lay-by as specified in Special Condition No. (30)(a)(ii) hereof, the Pink Hatched Black Area or any part or parts thereof shall not be used for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Black Area or any part or parts thereof.
- (j) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with sub-clause (f) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles, on foot or by wheelchair along, to, from, by, through and over the Pink Hatched Black Area.
- (k) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (j) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Black Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (n) Without prejudice to Special Condition No. (16)(c)(iv) hereof, the Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof and after the surrender of the Pink Hatched Black Area or any part or parts thereof pursuant to sub-clause (f) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof cannot be attained.
- (o) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Black Area.
- (p) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."
- (e) the grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land**
13. Special Condition No. (12) of the Land Grant stipulates that:-
- "The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2027."
14. Special Condition No. (15) of the Land Grant stipulates that:-
- "The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."
15. Special Condition No. (17) of the Land Grant stipulates that:-
- "Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:
-
- (c) (i) The Grantee shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission". For the purpose of this Special Condition, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (ii) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B; and
- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v), and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission."
16. Special Condition No. (43) of the Land Grant stipulates that:-
- "The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green and the Yellow Areas as referred to in Special Condition No. (3)(b) or both the lot or any part thereof and the Green and the Yellow Areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry

out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green and the Yellow Areas or both the lot or any part thereof and the Green and the Yellow Areas or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green and the Yellow Areas or both the lot or any part thereof and the Green and the Yellow Areas or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

17. Special Condition No. (44) of the Land Grant stipulates that:-

“(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever directly or indirectly arising out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at

his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

18. Special Condition No. (45) of the Land Grant stipulates that:-

“(a) The Grantee shall on or before the 31st day of December, 2027 or such other date as may be approved by the Director, at the Grantee’s own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with such facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as “the AMR Outstations”) in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as “the AMR Outstation Proposals”), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design, layout and equipment for building up the AMR Outstations; and

(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as “the Approved AMR Outstations”.

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee’s own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

(f) In the event of non-fulfilment of the Grantee’s obligations under sub-clauses (a), (d) or (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water

Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

(i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;

(ii) carrying out any works under sub-clause (f) of this Special Condition; and

(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of any of the Grantee’s obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

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- (j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."
- (f) the lease conditions that are onerous to a purchaser**
19. General Condition No. 6 of the Land Grant stipulates that:-
- "(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
- (i) maintain all buildings in accordance with any approved building plans without variation or modification thereto;
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
20. Special Condition No. (3) of the Land Grant stipulates that:-
- "(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures erected on the lot and the Green Stippled Blue Area referred to in Special Condition No. (4)(b)(i)(l) (the said buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures") and parts of which encroach on, project over and protrude to the adjacent Government land (those parts of the Existing Buildings and Structures which encroach on, project over and protrude to the adjacent Government land are hereinafter collectively referred to as "the Extended Structures"). The Grantee shall on or before the date specified in Special Condition No. (12) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Extended Structures (the works for such demolition and removal are hereinafter collectively referred to as "the Demolition and Removal Works"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence and subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures.
- (b) The Grantee acknowledges that as at the date of this Agreement, there are some utilities existing on, over, under, above or within the lot, the Green Area referred to in Special Condition No. (4)(a)(i)(l), the Green Stippled Blue Area referred to in Special Condition No. (4)(b)(i)(l), the Green Stippled Black Area referred to in Special Condition No. (4)(c)(i)(l) and the Yellow Area referred to in Special Condition No. (8)(a)(i)(l) (the Green Area, the Green Stippled Blue Area, the Green Stippled Black Area and the Yellow Area as aforesaid are hereinafter collectively referred to as "the Green and the Yellow Areas") (the said utilities are hereinafter referred to as "the Existing Utilities"). The Grantee undertakes to remove, relay and divert at his own expense the Existing Utilities in all respects to the satisfaction of the Director on or before the date specified in Special Condition No. (12) hereof. The Grantee shall at all reasonable times prior to the removal, relaying and diversion of all the Existing Utilities to the satisfaction of the Director permit the Government and the public utility companies authorized by the Government for the purposes of these Conditions the right of ingress, egress and regress to, from and through the lot as the Government or the said public utility companies may require for the purpose of maintaining, removing, relaying and diverting the Existing Utilities. The Government and the said public utility companies will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities or the exercise of the rights under this sub-clause (b) by the Government and the said public utility companies or otherwise and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities.
- (c) For the avoidance of doubt, the existence of the Existing Buildings and Structures, the Extended Structures and the Existing Utilities and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."
21. Special Condition No. (14) of the Land Grant stipulates that:-
- "No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."
22. Special Condition No. (17) of the Land Grant stipulates that:-
- "Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:
- (a) (i) Unless the Director of Buildings (hereinafter referred to as "the D of B") agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level or levels of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B. The said submission shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Building Setback Submission". Any buildings, structures, supports for buildings or structures and any projections erected or to be erected on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause, the decision of the D of B as to whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Grantee.
 - (ii) No amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.
- (b) (i) Unless the D of B agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot including but not limited to continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion.
- (ii) The submission under sub-clause (b)(i) above as approved by the D of B is hereinafter referred to as "the Approved Building Separation Submission". Any buildings or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause, the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Grantee.

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(iii) No amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

.....”

23. Special Condition No. (19) of the Land Grant stipulates that:-

“Notwithstanding the respective maximum gross floor area permitted under Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof, the Grantee may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.”

24. Special Condition No. (20) of the Land Grant stipulates that:-

“(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the respective total gross floor area stipulated in Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof, but subject to Special Condition No. (50)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.

(c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof;

(ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.”

25. Special Condition No. (28) of the Land Grant stipulates that:-

“Prior to the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with Special Condition No. (18)(f) hereof and the re-delivery of possession of the Yellow Area to the Government in accordance with Special Condition No. (9)(a) hereof, the Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X1 and Y1 through Z1, between the points X2 and Y2 through Z2 and between the points X3 and Y3 through Z3 shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with Special Condition No. (18)(f) hereof and the re-delivery of possession of the Yellow Area to the Government in accordance with Special Condition No. (9)(a) hereof, the Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X2 and Y2 through Z2 shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. The Grantee shall have no right of ingress or egress to or from the loading and unloading spaces as provided within the lot in accordance with Special Condition No. (30)(a)(i) hereof except between the points T and U through V shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, temporary accesses for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary accesses were constructed.”

26. Special Condition No. (29) of the Land Grant stipulates that:-

“(a) (i) 18 spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred as

“C for T”) for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”) for the part or parts of the building or buildings erected or to be erected on the lot used or to be used for residential purposes. The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as “the Residential Parking Spaces”. For the purpose of these Conditions, “motor vehicle” shall be as defined in the Road Traffic Ordinance.

(ii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (a)(ii) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as “the Visitors’ Parking Spaces”) shall be provided to the satisfaction of C for T at a rate of one space for each block of residential units erected or to be erected on the lot.

(iii) The Residential Parking Spaces and the Visitors’ Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(ii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(b) (i) 9 spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance for the part or parts of the building or buildings erected or to be erected on the lot used or to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes. The spaces to be provided under this sub-clause (b)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as “the Non-Industrial Parking Spaces”.

(ii) The Non-Industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(c) (i) Out of the Residential Parking Spaces, the Visitors’ Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require or approve. For the purpose of these Conditions, “disabled persons” shall be as defined in the Road Traffic Ordinance, and “Building Authority” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(d) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rate:

(I) One space for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for residential purpose (the space to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (31) hereof) is hereinafter referred to as “the Residential Motor Cycle Parking Space”); and

(II) Three spaces for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as “the Non-industrial Motor Cycle Parking Spaces”).

For the purpose of these Conditions, “motor cycle” shall be as defined in the Road Traffic Ordinance.

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- (ii) The Residential Motor Cycle Parking Space and the Non-industrial Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (e) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces, the Non-industrial Parking Spaces and the Visitors' Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (iii) Each of the Residential Motor Cycle Parking Space and the Non-industrial Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres."
27. Special Condition No. (30) of the Land Grant stipulates that:-
- "(a) Spaces shall be provided within the lot to the satisfaction of the C for T:
- (i) for the loading and unloading of goods vehicles at the following rates:
- (I) one space for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for residential purpose subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units; and
- (II) two spaces for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes; and
- (ii) one lay-by to be provided within the Yellow Area and the Pink Hatched Black Area for the loading and unloading activities and the picking up and setting down of passengers from motor vehicles
- (including taxis) by members of the public in such form, to such standards to the satisfaction of the C for T.
- For the purpose of these Conditions, "goods vehicle" and "taxi" shall be as defined in the Road Traffic Ordinance.
- (b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under special Condition No. (31) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (ii) The lay-by provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than for the loading and unloading activities and the picking up and setting down of passengers from motor vehicles (including taxis) by members of the public."
28. Special Condition No. (31) of the Land Grant stipulates that:-
- "(a) Notwithstanding Special Condition Nos. (29)(a)(i), (29)(a)(ii) and (29)(b)(i) hereof, the Grantee may increase or reduce the respective number of spaces required to be provided under the said sub-clauses by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.
- (c) Notwithstanding sub-clauses (a), (b), (d) and (e) of Special Condition No. (29) hereof, Special Condition No. (30) hereof and sub-clauses (a) and (b) of this Special Condition, the Grantee may increase or reduce the respective number and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Grantee of any premium and administrative fee as shall be determined by the Director."
29. Special Condition No. (32) of the Land Grant stipulates that:-
- "(a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Condition Nos. (29), (30) and (31) hereof by the Grantee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition."
30. Special Condition No. (34) of the Land Grant stipulates that:-
- "(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Space shall not be assigned except
- (i) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Space as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole."
31. Special Condition No. (35) of the Land Grant stipulates that:-
- "(a)(i) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Non-Industrial Parking Spaces and the Non-industrial Motor Cycle Parking Spaces shall not be assigned except
- (i) together with undivided shares in the lot giving the right of exclusive use and possession of a unit or units for non-industrial (excluding private residential, godown, hotel, and petrol filling station) purposes in the building or buildings erected or to be erected on the lot; or
- (ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a unit or units for non-industrial (excluding private residential, godown, hotel, and petrol filling station) purposes in the building or buildings erected or to be erected on the lot.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Space as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole."

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(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.”

32. Special Condition No. (37) of the Land Grant stipulates that:-

“(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (29) and (30) (a)(i) hereof (as may be respectively varied under Special Condition No. (31) hereof) and the lay-by to be provided in accordance with Special Condition No. (30)(a)(ii) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (hereinafter referred to as “the Car Park Layout Plans”). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The parking, loading and unloading spaces and the lay-by indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (29) (a)(iii), (29)(b)(ii), (29)(c)(ii), (29)(d)(ii), (30)(b) (i) and (30)(b)(ii) hereof. The Grantee shall maintain all parking, loading and unloading spaces and the lay-by and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles and picking up and setting down of passengers from motor vehicles set out respectively in Special Conditions Nos. (29) and (30) hereof.

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (24)(c) hereof, a building mortgage under Special Condition No. (24)(d) hereof and the surrender made pursuant to Special Condition No. (18) (f) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Grantee hereby:

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

(ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

(f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding upon the Grantee after the expiry or sooner determination of the term hereby agreed to be granted.

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or

incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition.”

33. Special Condition No. (38) of the Land Grant stipulates that:-

“The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.”

34. Special Condition No. (39) of the Land Grant stipulates that:-

“(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot

or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (38) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

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35. Special Condition No. (40) of the Land Grant stipulates that:-

“No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.”

36. Special Condition No. (41) of the Land Grant stipulates that:-

“Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.”

37. Special Condition No. (42) of the Land Grant stipulates that:-

“(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.”

38. Special Condition No. (51) of the Land Grant stipulates that:-

“No grave or columbarium shall be erected or made on the lot, nor shall any human remains

or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.”

39. Special Condition No. (53) of the Land Grant stipulates that:-

“(a) (i) Subject to sub-clause (a)(ii) of this Special Condition, this Special Condition No. (53) shall apply to the Starter Homes Units (as defined in sub-clause (j)(v) of this Special Condition) only.

(ii) The Grantee may by a deed poll or deed polls of exclusion exclude any unit in the building or buildings erected or to be erected on the lot which has been designated as a Starter Homes Unit in the deed poll or deed polls referred to in sub-clause (j)(v) of this Special Condition from the Starter Homes Units and the said deed poll or deed polls of exclusion shall be registered by the Grantee in the Land Registry. Upon taking effect of the exclusion of the relevant unit from the Starter Homes Units as aforesaid, this Special Condition shall cease to apply to such unit.

(b) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge (save and except by way of a building mortgage as referred to in Special Condition No. (24)(d) hereof), underlet, part with the possession of or otherwise dispose of any Starter Homes Units (as defined in sub-clause (j)(v) of this Special Condition) (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may assign or agree to assign such Starter Homes Units:-

(i) to those categories of purchasers approved by the Secretary for Transport and Housing; and

(ii) at such sale price for each Starter Homes Unit which shall be fixed by the Grantee and approved by the Secretary for Transport and Housing at his absolute discretion.

(c) Except as provided in sub clauses (d), (e), (f), (h) and (i) of this Special Condition, no owner shall at any time, sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Starter Homes Unit or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first

refusal, option or power of attorney or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his Starter Homes Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or enter into any agreement so to do.

(d) (i) Subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Grantee, an owner may, without payment of the Amount (as defined in sub-clause (j)(i) of this Special Condition), mortgage or charge the Starter Homes Unit assigned or agreed to be assigned to him or create second charge(s) or second mortgage(s) or create further charge(s) or further mortgage(s) over the said Starter Homes Unit to a bank or other financial institution (which for the purpose of this sub-clause (d)(i) only shall include the Financial Secretary Incorporated, incorporated under the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong) or to the organization of the owner's employer approved by the Grantee, for the purpose of:

(I) financing the purchase of the said Starter Homes Unit or refinancing the purchase of the said Starter Homes Unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the said Starter Homes Unit; or

(II) securing new loan(s) or additional loan(s) from such bank, financial institution, organization, institution or body.

and the Grantee shall have the sole and absolute discretion to approve or reject such application without giving any reason therefor, provided that the prior written approval from the Grantee referred to above shall not be given unless on condition that:-

(A) the said charge(s) or mortgage(s) shall be in a form approved by the Grantee and shall contain such provisions as the Grantee may require;

(B) the owner shall bear all the costs and expenses of and incidental to the creation of such charge(s) or

mortgage(s) including the Grantee's administrative costs and expenses in approving the charge(s) or mortgage(s) and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (d) (i)(A) of this Special Condition; and

(C) the owner shall observe and comply with such terms and conditions as may be imposed by the Grantee.

(ii) After a period of 5 years has elapsed from the date of the First Assignment (as defined in sub-clause (j)(ii) of this Special Condition) and subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Grantee, an owner may, without payment of the Amount, charge or mortgage a Starter Homes Unit assigned to him to a participating bank, or The Hong Kong Mortgage Corporation Limited or any of its subsidiaries (hereinafter collectively referred to as “the HKMC Group”) for the purpose of obtaining a loan secured by a mortgage under the Reverse Mortgage Programme operated by the HKMC Group, provided that the approval from the Grantee will be deemed to have been given on the condition that:-

(I) the said charge or mortgage shall be in a form approved from time to time by the Grantee and the HKMC Group for Starter Homes Units and shall contain such provisions as the Grantee and the HKMC Group may require;

(II) the loan shall be obtained from and the Starter Homes Units shall be charged or mortgaged to a participating bank or the HKMC Group under the Reverse Mortgage Programme;

(III) the owner shall bear all the costs and expenses of and incidental to the creation of such charge or mortgage including the administrative costs and expenses of the Grantee in approving the charge or mortgage and the legal costs incurred by the Grantee and the HKMC Group in approving the form mentioned in sub-clause (d)(ii)(I) of this Special Condition as reasonably determined by the Grantee from time to time; and

(IV) the owner shall observe and comply with the guidelines, if applicable, from time to time issued by the Grantee and such terms and conditions under the Reverse Mortgage Programme as may be imposed by the HKMC Group.

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- (e) Save and except as provided in sub-clause (d) (i) of this Special Condition, before a period of 5 years has elapsed from the date of the First Assignment of his Starter Homes Unit, no owner shall sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Starter Homes Unit or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his Starter Homes Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or enter into any agreement so to do unless and until he has obtained the prior written approval from the Grantee of his application to sell, assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of his Starter Homes Unit and complied with the guidelines (if applicable) from time to time issued by the Grantee and, subject to sub-clause (h) of this Special Condition, paid the Amount to the Grantee. Upon receipt of an owner's application to sell, assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of his Starter Homes Unit, the Grantee may at his sole and absolute discretion approve such application (which approval may be subject to such terms and conditions as may be imposed by the Grantee) or reject such application without giving any reason therefor.
- (f) After a period of 5 years has elapsed from the date of the First Assignment of his Starter Homes Unit, an owner shall be entitled to sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Starter Homes Unit as he sees fit subject to the payment of the Amount to the Grantee.
- (g) In assessing the Amount to be paid by an owner under sub-clauses (e) and (f) of this Special Condition:
- (i) the Grantee shall require such owner to pay to the Grantee its administrative costs and expenses;
 - (ii) the owner shall, when required by the Grantee at its sole discretion, submit to the Grantee a valuation report on his Starter Homes Unit prepared, at the expense of such owner, by a valuer chosen from a panel of valuers from time to time determined by the Grantee, provided that the aforesaid valuation report shall be used by the Grantee for reference only and shall not in any way be binding on the Grantee in its assessment of the Amount payable by the owner under sub-clauses (e) or (f) of this Special Condition; and
 - (iii) the decision of the Grantee on the Amount payable by the owner shall be final and conclusive.
- (h) After a period of 5 years has elapsed from the date of First Assignment or if an owner becomes entitled to sell or otherwise dispose of his Starter Homes Unit before a period of 5 years has elapsed from the date of the First Assignment pursuant to sub-clause (e) of this Special Condition and notwithstanding that the owner has not made payment to the Grantee of the Amount, he may enter into an agreement for sale and purchase of his Starter Homes Unit without paying the Amount to the Grantee before execution of the said agreement for sale and purchase provided that it is a condition of such agreement that the Amount shall be paid to the Grantee prior to assignment of the Starter Homes Unit.
- (i) Notwithstanding anything herein contained to the contrary, an owner or in the event of his death, his executor or administrator may, in conformity with all conditions (if any) imposed by the Grantee and subject to sub-clause (i)(ii) of this Special Condition, assign his Starter Homes Unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings or if an owner is dead, to his beneficiaries entitled to such deceased owner's estate (subject to the production of satisfactory documentary evidence of relationship or entitlement to the satisfaction of the Grantee) without making payment to the Grantee of the Amount under sub-clauses (e) and (f) of this Special Condition after such owner or his executor or administrator has first applied for and obtained the prior written approval of the Grantee who shall have sole and absolute discretion to approve such application (which approval may be subject to such terms and conditions as may be imposed by the Grantee) or reject such application without giving reasons therefor.
 - (ii) The prior written approval of the Grantee under sub-clause (i)(i) of this Special Condition shall be given on condition that:-
 - (l) the said assignment to the parents, spouse, former spouse, children or siblings of that owner or the beneficiaries entitled to the estate of the deceased owner (hereinafter called "the assignees") shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;
 - (ll) the Starter Homes Unit of the owner or any part thereof and the undivided shares therein shall be deemed to have been assigned to the assignees on the date on which the said Starter Homes Unit was assigned to that owner and sub-clauses (c) to (i) of this Special Condition shall apply to the assignees accordingly; and
 - (lll) the owner or the beneficiaries entitled to his estate and his assignees shall bear all the costs of such assignment including the administrative costs and expenses of the Grantee in approving the assignment and the legal cost incurred by the Grantee in approving the form mentioned in sub-clause (i)(ii) (l) of this Special Condition.
- (j) For the purpose of this Special Condition:
- (i) "Amount" means an amount equal to that proportion of the full market value, as assessed by the Grantee of a Starter Homes Unit at the time of payment thereof which is the same proportion of the full market value as specified in the First Assignment of the Starter Homes Unit which was not paid by the owner named in the First Assignment at the time of the assignment to him;
 - (ii) "First Assignment" means the first assignment of a Starter Homes Unit from the Grantee to the first owner of that Starter Homes Unit;
 - (iii) the expression "Grantee" excludes its assigns;
 - (iv) "owner" means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of and in the lot together with the right of exclusive possession of a Starter Homes Unit; and for the purpose of sub-clauses (a) to (i) of this Special Condition includes his successors-in-title and the mortgagee or chargee in respect of the Starter Homes Unit; and
 - (v) "Starter Homes Unit" means, subject to sub-clause (a)(ii) of this Special Condition, any of the units used for private residential purposes in the building or buildings erected or to be erected on the lot and to which an undivided share or undivided shares of and in the lot has or have been allocated or to be allocated and designated or to be designated as "Starter Homes Unit" in a deed poll or deed polls executed or to be executed by the Grantee and registered or to be registered by the Grantee in the Land Registry and all Starter Homes Units shall collectively be referred to as "Starter Homes Units".
- (k) Any notice to be served by the Grantee on the owner or in the event of his death, on his executor or administrator under this Special Condition shall be sufficiently served if delivered by post or left at the address of the Starter Homes Unit or his last known address in Hong Kong. A notice sent by post shall be deemed to have been received by the owner or his executor or administrator at the time when in due course of post it would have been delivered at the address to which it was sent."

Note:
For the purpose of this "Summary of Land Grant" section, "the Grantee" means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region; and "these Conditions" mean and include the General and Special Conditions of the Land Grant.
For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

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批地文件的摘要

(a) 發展項目所在土地之地段編號

1. 發展項目興建於九龍內地段第11278號餘段（「該地段」），該地段根據2021年6月30日訂立的《批地條件》第20380號（「批地文件」）承批。

(b) 有關租契規定的年期

2. 該地段的批地年期由2021年6月30日起為期50年。

(c) 適用於該土地的用途限制

3. 批地文件特別條款第（13）條訂明：

(a) 受限於本特別條款（b）款之規定，該地段或其任何部分或該處已建或擬建的任何一座或多座建築物除作非工業用途外（不包括貨倉、酒店及加油站），不可作任何其他用途。

(b) 除下列用途外，該地段已建或擬建的任何建築物或任何建築物部分不可作其他用途：

(i) 最低三層只可作非工業用途（不包括貨倉、酒店及加油站），但為免存疑，如有任何地庫層（如已建成），則不論大小或樓面面積，均會就本特別條款的目的計為一個樓層，而任何地庫層的用途必須依照本特別條款（b）(iii)款訂明的額外限制規定；

(ii) 其餘樓層（如有多於三個地庫層，則不包括位於最低三層對上的任何一個或多個地庫層（如已建成））只可作私人住宅用途；及

(iii) 任何地庫層（如已建成）不論是最低三層任何一層或是最低三層對上的地庫層，一律作非工業用途（不包括住宅、貨倉、酒店及加油站）。

(c) 任何樓層如專門用作本文特別條款第（29）條和第（30）條指定提供的車位及上落貨車位或機器房或上述兩者，一律不計入本特別條款（b）款所載的任何一個樓層。署長就任何樓層是否專門用作本文特別條款第（29）條和第（30）條訂明的車位及上落貨車位或機器房或上述兩者所作的決定將作終論，並對承授人約束。

(d) 於本特別條款，署長就何謂一個或多個樓層或任何樓層是否構成一個或多個地庫層所作的決定將作終論，並對承授人約束。

(d) 按規定須興建並提供予政府或供公眾使用的設施

4. 批地文件特別條款第（4）條訂明：

(a) (i) 在2027年12月31日（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本文所夾附圖則以綠色顯示的日後擬建公共道路相關部分（以下簡稱「綠色範圍」）進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物1」），

以便在綠色範圍建造建築物及供車輛和行人往來；

(ii) 在2027年12月31日或署長批准的其他延長期限或之前，自費以署長滿意的方式在綠色範圍鋪設路面、建造路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水管、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費維修綠色範圍連同構築物1和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水管、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色範圍的佔管權按照本文特別條款第（5）條交還政府為止。

(b) (i) 在2027年12月31日（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本文所夾附圖則以綠色加藍點顯示的日後擬建公共道路相關部分（以下簡稱「綠色加藍點範圍」）進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物2」），

以便在綠色加藍點範圍建造建築物及供車輛和行人往來；

(ii) 在2027年12月31日或署長批准的其他延長期限或之前，自費以署長滿意的方式在綠色加藍點範圍鋪設路面、建造路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水管、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費管理及維修綠色加藍點範圍連同構築物2和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水管、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色加藍點範圍的佔管權按照本文特別條款第（5）條交還政府為止。

(c) (i) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本文所夾附圖則以綠色加黑點顯示的日後擬建公共道路相關部分（以下簡稱「綠色加黑點範圍」）進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物3」），

以便在綠色加黑點範圍建造建築物及供車輛和行人往來；

(ii) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長滿意的方式在綠色加黑點範圍鋪設路面、建造路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水管、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費維修綠色加黑點範圍連同構築物3和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水管、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色加黑點範圍的佔管權按照本文特別條款第（5）條交還政府為止。

(d) 如承授人不在本特別條款（a）、（b）或（c）款分別訂明的期限內履行該款所

訂的責任，政府可執行必要的工程，費用由承授人承擔，承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(e) 如因承授人履行本特別條款（a）、（b）或（c）款所訂責任或因政府行使本特別條款（d）款所訂權利而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。

5. 批地文件特別條款第（5）條訂明：

為執行本文特別條款第（4）條所訂的必要工程，承授人將在本協議訂立日起獲授予綠色範圍、綠色加藍點範圍及綠色加黑點範圍的佔管權。承授人須在政府要求時將綠色範圍、綠色加藍點範圍及綠色加黑點範圍連同構築物1、構築物2和構築物3交還政府，而於任何情況下，上述該等範圍及構築物亦會被視為在署長發函說明承授人已以其滿意的方式履行此等批地條款當日交還政府。承授人佔管綠色範圍及綠色加黑點範圍期間，須允許所有政府及公共車輛和行人在所有合理時間自由進出及通行該處，並確保不會因為執行本文特別條款第（4）條規定的工程等而干預或阻礙此等通行權。承授人履行本文特別條款第（4）(b) (i) 條和第（4）(b) (ii) 條訂明的責任後，須在其佔管綠色加藍點範圍期間允許所有政府及公共車輛和行人於所有合理時間自由進出及通行該處。

6. 批地文件特別條款第（6）條訂明：

如事前未獲署長書面同意，承授人不得使用綠色範圍、綠色加藍點範圍及綠色加黑點範圍儲物或興建任何臨時構築物，又或作並非執行本文特別條款第（4）條所訂工程的任何其他用途。

7. 批地文件特別條款第（7）條訂明：

(a) 承授人佔管綠色範圍、綠色加藍點範圍及綠色加黑點範圍期間，必須在所有合理時間：

(i) 允許政府、署長及其人員、承辦商、代理和署長授權的任何其他人等有權通行、進出、往返及行經該地段、綠色範圍、綠色加藍點範圍及綠色加黑點範圍，以檢查、檢驗和監督任何遵照本文特別條款第（4）(a)、(4) (b) 及（4）(c) 條規定進行的工程，以及執行、檢查、檢驗和監督本文特別條款第（4）(d) 條所訂的工程和綠色範圍、綠色加藍點範圍及綠色加黑點範圍內署長視為需要的任何其他工程；

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批地文件的摘要

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段、綠色範圍、綠色加藍點範圍及綠色加黑點範圍，以在綠色範圍、綠色加藍點範圍及綠色加黑點範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述綠色範圍、綠色加藍點範圍及綠色加黑點範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段、綠色範圍、綠色加藍點範圍及綠色加黑點範圍，以執行任何關於運作、維修、修理、更換和更改綠色範圍、綠色加藍點範圍及綠色加黑點範圍內任何其他水務裝置的工程。

(b) 如因政府、署長及其人員、代理、承辦商和任何其他人士等或根據本特別條款 (a) 款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承辦商和代理概毋須承擔責任。

8. 批地文件特別條款第 (8) 條訂明：

(a) 承授人須：

(i) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本文所夾附圖則以黃色顯示的範圍（以下簡稱「黃色範圍」）進行鋪設及平整工程；

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物4」）；及

(III) 提供和建造本文特別條款第 (30) (a) (ii) 條所載的停車處

以便在黃色範圍建造建築物及供車輛與行人往來和供車輛上落客貨；

(ii) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長滿意的方式在黃色範圍鋪設路面、建造路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費管理及維修黃色範圍、構築物4、本文特別條款第 (30) (a) (ii) 條所載的停車處和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至黃色範圍的估管權按照本文特別條款第 (9) (a) 條交還政府為止。

(b) 如承授人不在本特別條款 (a) 款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔，承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款 (a) 款所訂責任或因政府行使本特別條款 (b) 款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。

9. 批地文件特別條款第 (9) 條訂明：

(a) 為執行本文特別條款第 (8) 條所訂的必要工程，承授人將在本協議訂立日起獲授予黃色範圍的估管權。承授人須在署長要求時將黃色範圍連同構築物4和本文特別條款第 (30) (a) (ii) 條所載的停車處交還政府，而政府毋須向承授人支付任何款項或賠償。於任何情況下，黃色範圍、構築物4和本文特別條款第 (30) (a) (ii) 條所載的停車處亦會被視為在署長發函作出有關要求當日交還政府。然而，政府概無責任必須收回黃色範圍。承授人估管黃色範圍期間，須時刻允許所有政府及公共車輛和行人自由進出及通行該處，並確保不會因為執行本文特別條款第 (8) 條規定的工程等而干預或阻礙此等通行權。

(b) 承授人現確認，在本協議訂立日，於土地註冊處登記為九龍內地段第9928號的一幅或一塊土地範圍內有兩條現存小巷，現分別於本文所夾附的圖則顯示並標明為“Existing Lane”，僅供識別（兩條現

存小巷以下統稱「現存小巷」）。承授人須時刻允許九龍內地段第9928號之上已建或擬建的一座或多座建築物的住戶或佔用人及彼等各真正賓客、訪客或獲邀人士暢通無阻地免付費用步行或乘坐輪椅經本文所夾附圖則顯示並標明為P1點或P2點進出黃色範圍作所有合法用途，從而通行往返現存小巷。

10. 批地文件特別條款第 (10) 條訂明：

如事前未獲署長書面同意，承授人不得使用黃色範圍儲物或興建任何臨時構築物，又或作並非執行本文特別條款第 (8) 條所訂工程的任何其他用途。

11. 批地文件特別條款第 (11) 條訂明：

(a) 承授人估管黃色範圍期間，必須在所有合理時間：

(i) 允許政府、署長及其人員、承辦商、代理和署長授權的任何其他人等有權通行、進出、往返及行經該地段和黃色範圍，以檢查、檢驗和監督任何遵照本文特別條款第 (8) (a) 條規定進行的任何工程，以及執行、檢查、檢驗和監督本文特別條款第 (8) (b) 條所訂的工程和黃色範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和黃色範圍，以在黃色範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述黃色範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和黃色範圍，以執行任何關於運作、維修、修理、更換和更改黃色範圍內任何其他水務裝置的工程。

(b) 如因政府、署長及其人員、承辦商、代理和任何其他人士等或根據本特別條款 (a) 款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承辦商、代理和任何其他

等或根據本特別條款 (a) 款正式獲授權的公用事業公司一概毋須承擔責任。

(c) 於特別條款第 (8)、(9)、(10) 及 (11) 條，承授人一詞不包括其受讓人。

12. 批地文件特別條款第 (18) 條訂明：

(a) 除非事前獲署長書面同意（署長給予同意時可附加其視為恰當的條款與條件或全權酌情拒絕給予同意），否則不可在本文所夾附圖則以粉紅色間黑斜線顯示的該地段部分（以下簡稱「粉紅色間黑斜線範圍」）之上、跨越該處、之下或在其上方、下方或之內興建、建造或設置任何建築物、構築物或任何建築物或構築物的支承件（本特別條款 (b) 款定義的構築物5和本文特別條款第 (30) (a) (ii) 條所載的停車處除外）。

(b) 承授人須：

(i) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在粉紅色間黑斜線範圍進行鋪設、平整及路面鋪築工程；

(II) 提供和建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物（以下統稱「構築物5」）；及

(III) 提供和建造特別條款第 (30) (a) (ii) 條所載的停車處，

以便在粉紅色間黑斜線範圍建造建築物及供車輛與行人往來和供車輛上落客貨；

(ii) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長滿意的方式在粉紅色間黑斜線範圍鋪設路面、建造路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費管理及維修粉紅色間黑斜線範圍、構築物5、本文特別條款第 (30) (a) (ii) 條所載的停車處和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署

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長滿意，直至粉紅色間黑斜線範圍按照本特別條款 (f) 款交還政府為止。

- (c) 如承授人不履行本特別條款 (b) 款訂明的責任，政府可執行必要的工程，費用由承授人承擔，承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。
- (d) 在粉紅色間黑斜線範圍整體依照本特別條款 (f) 款規定交還政府之前，承授人須允許政府、署長、其人員、代理、承辦商和署長授權的任何人士等，不論攜帶工具、設備、機器或駕車與否，於任何合理時間行使權利自由和不受限制地通行、進出、往返及行經該地段或其任何部分，以檢查、檢驗和監督任何遵照本特別條款 (b) 款規定進行的工程，以及執行、檢查、檢驗和監督本特別條款 (c) 款所訂的工程及粉紅色間黑斜線範圍內署長視為必要的任何其他工程。
- (e) 如因承授人履行本特別條款 (b) 款所訂責任或因政府、署長、其人員、承辦商、代理和任何其他經彼等授權的人等行使本特別條款 (c) 及 (d) 款所訂權利等而使承授人或任何人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、承辦商、代理和任何其他經彼等授權的人等毋須就此承擔責任，承授人亦不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其人員、承辦商和任何其他經彼等授權的人等提出申索賠償等。
- (f) 承授人須在署長通知時，按照署長全權酌情指定，隨時自費以騰空交吉形式向政府交還粉紅色間黑斜線範圍或其任何一個或多個部分連同構築物5和本文特別條款第 (30) (a) (ii) 條所載的停車處，而不得有任何留置權，政府毋須向承授人支付任何代價、款項或賠償。然而，政府概無責任必須按承授人要求收回粉紅色間黑斜線範圍或其任何一個或多個部分，政府可按其視為恰當收回有關土地。承授人須就此自費訂立一份或多份土地交還契約及任何其他必要文件，其格式與條文經署長批准或指定。
- (g) 承授人不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置或留置該地段或其任何一個或多個部分、當中任何權益或該處任何一座或多座建築物或任何建築物的一個或多個部分，或就此訂立任何協議，除非及直至承授人自費以署長滿意的方式將粉紅色間黑斜線範圍從該地段分割，但本 (g) 款並不適用於本文特別條款第 (24) (d) 條訂明的建築按揭。
- (h) 承授人不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置或留置粉紅色間黑斜線範圍或其任何部分或當中任何權益，或就此訂立任何協議，但本 (h) 款並不適用於分別依照本特別條款 (f) 及 (g) 款交還和分割粉紅色間黑斜線範圍，亦不適用於本文特別條款第 (24) (d) 條訂明的建築按揭。
- (i) 除本文特別條款第 (30) (a) (ii) 條所載的停車處外，粉紅色間黑斜線範圍或其任何一個或多個部分除供車輛往來及行人步行或乘坐輪椅通行或作署長全權酌情批准的其他用途外，不得作任何其他用途。粉紅色間黑斜線範圍或其任何一個或多個部分內不可儲物或泊車。
- (j) 承授人以署長滿意的方式完成本特別條款 (b) (i) 及 (b) (ii) 款所訂的工程後，須在遵照本特別條款 (f) 款向政府交還整個粉紅色間黑斜線範圍之前，允許所有公眾人士不論日夜隨時免付費用及自由地駕車、步行或乘坐輪椅往返通行、進出、經過和行經粉紅色間黑斜線範圍，以作所有合法用途。
- (k) 如因承授人履行本特別條款 (j) 款所訂責任而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償等。
- (l) 現明確協議、聲明和規定，儘管本特別條款 (j) 款施加責任予承授人，惟承授人並無意向撥出而政府亦無同意撥出粉紅色間黑斜線範圍或其任何一個或多個部分供公眾行使權利通行。
- (m) (i) 現明確協議及聲明，承授人不可因為本特別條款 (j) 款對其施加責任而預期可根據《建築物 (規劃) 規例》第22 (1) 條或任何相關修訂或取代法例等的規定而獲得額外上蓋面積或地積比率寬免或權利，又或可提出相關的索償。為免存疑，承授人現明確放棄就根據《建築物 (規劃) 規例》第22 (1) 條或任何相關修訂或取代法例獲得額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (ii) 現更明確協議及聲明，承授人不可因為本特別條款 (f) 款對其施加責任而預期可根據《建築物 (規劃) 規例》第22 (2) 條或任何相關修訂或取代法例等的規定而獲得額外上

蓋面積或地積比率寬免或權利，又或可提出相關的索償。為免存疑，承授人現明確放棄就根據《建築物 (規劃) 規例》第22 (2) 條或任何相關修訂或取代法例而獲得額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

- (n) 現毋損本文特別條款第 (16) (c) (iv) 條之規定，承授人同意並接納，倘該地段或其任何部分發展或重建，以及在粉紅色間黑斜線範圍或其任何一個或多個部分根據本特別條款 (f) 款交還政府後，承授人可能因為該地段面積縮減等理由而無法取得本文特別條款第 (16) (c) (i)、(16) (c) (ii) 及 (16) (c) (iii) 條分別訂明的最大樓面總面積。如承授人無法取得本文特別條款第 (16) (c) (i)、(16) (c) (ii) 及 (16) (c) (iii) 條分別訂明的最大樓面總面積，政府概不承擔責任，而承授人不可向政府申索賠償、退還地價或任何性質的付款。
- (o) 如因承授人、其傭工、工人和承辦商作出或漏作任何與本特別條款訂明的承授人責任或粉紅色間黑斜線範圍的相關行為，以致直接或間接令政府招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償及免責。
- (p) 於本特別條款，承授人一詞不包括其受讓人。
- (e) 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任

13. 批地文件特別條款第 (12) 條訂明：

承授人須全面遵照此等批地條款和香港現時或無論何時生效的所有建築、衛生及規劃相關的條例、附例和規例在該地段發展興建一座或多座建築物。上述一座或多座建築物應在2027年12月31日或之前建成並適宜佔用。

14. 批地文件特別條款第 (15) 條訂明：

承授人須自費在該地段及平台 (如有) 無建築物的部分進行園景美化和種植樹木及灌叢，其後並須維修及保持此等環境安全、清潔、整齊、井然和健康，以令署長滿意。

15. 批地文件特別條款第 (17) 條訂明：

受限於此等批地條款的規定，如該地段或其任何部分發展或重建 (本詞僅指本文一般條款第6條所述的重建工程)：

……

- (c) (i) 承授人須自費向屋宇署署長呈交一份圖則，指明該地段或該處已建及擬建的一座或多座建築物之上或其內將會設置和維持綠化設施的一個或多個部分 (包括但不限於提供有泥土基層的活植物) (以下簡稱「綠化區」、綠化區的布局和面積，以及屋宇署署長全權酌情規定或指定的其他資料 (包括但不限於綠化區建築工程的位置及資料)，以供屋宇署署長書面批准 (承授人呈交的資料文件連同圖則以下簡稱「綠化建議書」)。屋宇署署長就何謂根據綠化建議書設置綠化設施以及該地段或該處的一座或多座建築物哪些部分構成綠化區所作的決定將作終論並對承授人約束。上述經屋宇署署長批准的呈交文件以下簡稱「經批准的綠化建議書」。於本特別條款，建築工程的定義以《建築物條例》、其任何附屬規例及修訂法例所載為準；
- (ii) 承授人須自費按照經批准的綠化建議書實施及完成綠化區的建築工程，其後並須以屋宇署署長全面滿意的方式維修綠化區。如事前未獲屋宇署署長書面批准，不得修改、更改、改動、修正或取代經批准的綠化建議書或顯示綠化區的圖則；及
- (iii) 除非事前獲屋宇署署長書面批准，否則經批准的綠化建議書所註明的綠化區將須被指定為並構成特別條款第 (26) (a) (v) 條所訂的公用地方一部分，而除按照經批准的綠化建議書列明的布局、面積、位置和資料用作綠化區外，不得作任何其他用途。

16. 批地文件特別條款第 (43) 條訂明：

承授人時刻須採取或達致他人採取所有妥善及足夠的護理、工藝和預防措施，其中尤以Any建造、維修、更新或修理工程 (以下簡稱「工程」) 施工期間為要，藉以避免損壞、干擾或阻塞位於該地段或其任何部分、特別條款第 (3) (b) 條所載的綠色及黃色範圍、該地段或其任何部分與綠色及黃色範圍兩者或該處之內、沿線、其上、跨越該處、其下鋪設或毗鄰該處的任何政府或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置 (以下統稱「服務設施」)。承授人執行任何此等工程之前，必須進行或達致進行完善的調查和查詢，以核實服務設施的現況及水平位置，並須以書面向署長提交處理任何可能受工程影響的服務設施之建

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議書以待全面審批。直至署長以書面批准工程及上述建議書為止，承授人不得展開任何工程。此外，承授人須遵從和自費履行署長給予上述批准時就服務設施制訂的規定，包括作出任何必要的改造、重鋪或還原工程的費用。再者，承授人須自費以署長全面滿意的方式修理、修復及還原工程（明渠、污水管、雨水渠或總喉例外，除因非署長另作決定，否則此等渠道應由署長修復，而承授人須在政府要求時支付有關工程的費用）所導致或引起該地段、綠色及黃色範圍、該地段或其任何部分與綠色及黃色範圍兩者或任何服務設施蒙受的任何損害、干擾或阻塞。如承授人不在該地段或其任何部分、綠色及黃色範圍、該地段或其任何部分與綠色及黃色範圍兩者或任何服務設施執行此等必要的改造、重鋪、修理、修復和還原工程以令署長滿意，署長可按其視為必要執行此等改造、重鋪、修理、還原或修復工程，承授人須在政府要求時支付有關工程的費用。

17. 批地文件特別條款第（44）條訂明：

- (a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和維修排水渠及渠道，以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償及免責。
- (b) 接駁該地段任何排水渠及污水管至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲政府要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程段將由承授人自費維修，如政府發出通知，承授人須將此等工程段移交政府，日後由政府自費維修，承授人須在政府要求時向政府繳付上述接駁工程的技術審核費用。如承授人不維修建於政府土地之上的上述接駁工程任何部分，署長可執行其視為必要的維修工程，承授人須在政府要求時支付有關工程的費用。

18. 批地文件特別條款第（45）條訂明：

- (a) 承授人須在2027年12月31日或署長批准的其他日期或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例及修訂法例所訂為準）全面滿意的方式，依照本特別條款（b）款所載經批准的自動讀錶外站建議書和《水務設施條例》、

其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備（上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」）。

- (b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的書面建議（以下簡稱「自動讀錶外站建議書」）供水務監督審核，以全面令水務監督滿意，列明水務監督全權酌情指定的資料及詳情等，其中包括但不限於：
 - (i) 顯示自動讀錶外站位置的布局圖；
 - (ii) 自動讀錶外站建設工程的設計、布局和設備資料；及
 - (iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及維修的地方或範圍詳情。
- (c) 承授人必須待至水務監督根據本特別條款（b）款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款（b）款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。
- (d) 承授人須自費以水務監督全面滿意的方式運作、維修和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款（g）款規定移交水務監督為止。
- (e) 裝設經批准的自動讀錶外站和相關便利檢查及維修的地方或範圍之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、維修、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為（其意見將作終論並對承授人約束）裝設經批准的自動讀錶外站和相關便利檢查及維修的地方或範圍之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、維修、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及維修的地方或範圍。

- (f) 如承授人不履行本特別條款（a）、（d）或（e）款訂明的責任，水務監督可執行必要的工程，費用由承授人支付。承授人須在水務監督要求時支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。
- (g) 承授人應在接獲水務監督的書面要求後，在水務監督指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為在署長發函說明承授人已以其滿意的方式全面履行此等批地條款當日交付水務監督。
- (h) 於本文協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督授權的任何人等，不論攜帶工具、設備、機器、機械或駕車與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：
 - (i) 檢驗、檢查和監督承授人遵照本特別條款（a）、（d）及（e）款所須執行的任何工程；
 - (ii) 執行本特別條款（f）款訂明的任何工程；及
 - (iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款（g）款交付水務監督後，檢驗、檢查、運作、維修、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。
- (i) 如因承授人履行本特別條款（a）、（d）及（e）款所訂責任或因行使本特別條款（f）及（h）款所訂權利而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理及彼等的工人和水務監督授權的任何人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向彼等提出申索賠償。
- (j) 如因提供、安裝、運作、維修和修理經批准的自動讀錶外站或行使本特別條款（f）及（h）款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理及彼等的工人和水務監督授權的任何人等招致或蒙受任何責任、索償、損失、損害、開支、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償及免責。

(f) 對買方造成負擔的租用條款

19. 批地文件一般條款第6條訂明：

- (a) 承授人須在整個批租年期內根據此等批地條款建造或重建（本詞指本一般條款（b）款所述的重建工程）：
 - (i) 按照經批准的建築圖則維修所有建築物，並且不作任何修改或改動；
 - (ii) 維修現已或日後依照此等批地條款或嗣後任何修訂合約興建的所有建築物，以保持其修繕妥當及狀況良好，並在批租年期屆滿或提前終止時以修繕完好的狀況交回。
- (b) 如在批租年期內任何時間拆卸位於該地段或其任何部分的任何建築物，承授人必須另行提供同類型和樓面總面積相等的良好穩固之一座或多座建築物作替代，又或提供類型和價值經署長批准的一座或多座建築物作替代。如進行上述拆卸工程，承授人須在施工一（1）個曆月內向署長申請同意，以便進行建造工程重建該地段，署長給予同意後則須在三（3）個曆月內展開必要的重建工程，以及在署長指定的期限內以署長滿意的方式完成工程。

20. 批地文件特別條款第（3）條訂明：

- (a) 承授人確認於本協議訂立日，該地段及特別條款第（4）（b）（i）（I）條所載的綠色加藍點範圍內有某些現存建築物及構築物（此等建築物及構築物以下統稱「現存建築物及構築物」），部分侵佔、伸延和凸出至毗鄰的政府土地（該等侵佔、伸延和凸出至毗鄰政府土地的現存建築物及構築物部分以下統稱「伸延構築物」）。承授人須在本文特別條款第（12）條列明的日期或之前，自費以署長全面滿意的方式拆卸及拆除現存建築物及構築物和伸延構築物（此等拆卸及拆除工程以下統稱「拆卸及拆除工程」）。如因現存建築物及構築物和伸延構築物的使用、存在或其後進行拆卸及拆除而直接或間接令承授人招致或蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何義務或責任，而承授人須就現存建築物及構築物和伸延構築物的使用、存在及其後進行拆卸或拆除而直接或間接引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償及免責。
- (b) 承授人確認於本協議訂立日，該地段、特別條款第（4）（a）（i）（I）條所載的綠色範圍、特別條款第（4）（b）（i）（I）條所載的綠色加藍點範圍、特別條款第（4）

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(c) (i) (I) 條所載的綠色加黑點範圍和特別條款第 (8) (a) (i) (I) 條所載的黃色範圍 (上述綠色範圍、綠色加藍點範圍、綠色加黑點範圍及黃色範圍以下統稱「綠色及黃色範圍」) 之上、跨越該處、之下、其上或之內有某些現存公用服務設施 (上述公用服務設施以下簡稱「現存公用服務設施」)。承授人承諾於本文特別條款第 (12) 條列明的日期或之前，自費以署長全面滿意的方式將現存公用服務設施拆除、重鋪和改道。在所有現存公用服務設施以署長滿意的方式拆除、重鋪和改道之前，承授人須按照此等批地條款規定允許政府及政府授權的公用事業公司於所有合理時間按其所需行使權利通行、進出、往返及行經該地段，以執行現存公用服務設施的維修、拆除、重鋪和改道。如因現存公用服務設施的使用、存在、維修或其後拆除、重鋪和改道或因政府及上述公用事業公司行使本 (b) 款所訂權利等直接或間接令承授人招致或蒙受任何損失、損害、滋擾或騷擾，政府及上述公用事業公司概不就其承擔任何義務或責任，而承授人須就現存公用服務設施的使用、存在、維修或其後拆除、重鋪和改道而直接或間接引起的所有責任、索償、損失、損害、開支、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償及免責。

(c) 為免存疑，現存建築物及構築物、伸延構築物和現存公用服務設施的存在以及該地段是以受限於現存上述物件的原則批出，概不於任何方面寬免或解除、撤銷、減免或更改此等批地條款訂明承授人應有的責任，亦不影響或妨礙此等批地條款訂明政府可因應承授人違反、不遵守、不履行或不執行此等批地條款所訂責任而行使的權利及補償權。

21. 批地文件特別條款第 (14) 條訂明：

如事前未獲署長書面同意，而署長給予同意時可附加其視為恰當的移植、補償園景或再植條款，概不可移除或干預任何現於該地段或毗連土地生長的樹木。

22. 批地文件特別條款第 (17) 條訂明：

受限於此等批地條款的規定，如該地段或其任何部分發展或重建 (本詞僅指本文一般條款第 6 條所述的重建工程)：

(a) (i) 除非屋宇署署長 (以下簡稱「屋宇署署長」) 另行同意，否則承授人須自費向屋宇署署長提供一份或多份計劃書，顯示現已或擬於該地段地面或其地面以上水平興建或建造以便在該地段邊界設置後移區的所有建築物、構築物、建築物或構

築物的支承件和任何外凸物之配置及布局，以供屋宇署署長書面審批。該呈交文件應全面符合屋宇署署長的規定，並須包含後移區的地面鋪築及園景建議書和屋宇署署長全權酌情規定或指定的其他相關資料。經屋宇署署長批准的前述呈交文件以下簡稱「經批准的建築物後移建議書」。任何現已或擬於該地段興建的建築物、構築物、建築物或構築物的支承件和任何外凸物，必須全面依從經批准的建築物後移建議書規定。於本款，屋宇署署長就是否依從經批准的建築物後移建議書所作的決定將作終論，並對承授人約束。

(ii) 如事前未獲屋宇署署長書面批准，不得修改、更改、改動、修正或取代經批准的建築物後移建議書。屋宇署署長如給予批准，可全權酌情制訂任何條款與條件。

(b) (i) 除非屋宇署署長另行同意，否則承授人須自費向屋宇署署長呈交一份或多份計劃書，顯示現已或擬於該地段興建的所有建築物或建築群之配置及布局，以供屋宇署署長書面審批，包括但不限於連續建築面寬、各建築物或建築群之間的分隔距離和建築物透風度。該呈交文件應全面符合屋宇署署長的建築物分隔距離規定和包括屋宇署署長全權酌情規定或指定的其他相關資料。

(ii) 上列 (b) (i) 款所載經屋宇署署長批准的前述呈交文件以下簡稱「經批准的建築物分隔建議書」。任何現已或擬於該地段興建的建築物或建築群必須全面依從經批准的建築物分隔建議書規定。於本款，屋宇署署長就是否依從經批准的建築物分隔建議書所作的決定將作終論，並對承授人約束。

(iii) 如事前未獲屋宇署署長書面批准，不得修改、更改、改動、修正或取代經批准的建築物分隔建議書。屋宇署署長如給予批准，可全權酌情制訂任何條款與條件。

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23. 批地文件特別條款第 (19) 條訂明：

儘管有本文特別條款第 (16) (c) (i)、(16) (c) (ii) 及 (16) (c) (iii) 條允許之最大樓面總面積，承授人仍可在該地段任何一個或多個部分興建獨立的臨時構築物，作為售樓處和示範

單位以及進行相關的市場推廣活動，以促銷現已或將會依照此等批地條款規定已建或擬建於該地段的一座或多座建築物或其任何一個或多個部分，但售樓處和示範單位以及相關市場推廣活動的規模及期限須預先向署長申請書面批准。

24. 批地文件特別條款第 (20) 條訂明：

(a) 承授人可在該地段內興建、建造和提供經署長書面批准的康樂設施及該處的附屬設施 (以下簡稱「該等設施」)。該等設施的類型、大小、設計、高度及布局事前須提交署長申請書面批准。

(b) 計算本文特別條款第 (16) (c) (i)、(16) (c) (ii) 及 (16) (c) (iii) 條分別指定的整體樓面總面積時，受限於本文特別條款第 (50) (d) 條之規定，任何根據本特別條款 (a) 款在該地段提供的該等設施任何部分如供現已或將會興建於該地段的一座或多座住宅大廈全體住戶及彼等的真正訪客公用與共享，不會連計在內，而署長認為並非作此用途的該等設施其餘部分則會計算在內。

(c) 如該等設施任何部分根據本特別條款 (b) 款可獲豁免計入樓面總面積 (以下簡稱「豁免設施」)：

(i) 豁免設施將須被指定為及構成本文特別條款第 (26) (a) (v) 條所訂的公用地方一部分；

(ii) 承授人須自費維修豁免設施，以保持其修繕妥當及狀況良好，同時妥善運作豁免設施，以令署長滿意；及

(iii) 豁免設施須只可供現已或將會建於該地段內的一座或多座住宅大廈住戶和彼等的真正訪客使用，其他人等不可使用。

25. 批地文件特別條款第 (28) 條訂明：

在整個粉紅色間黑斜線範圍按照本文特別條款第 (18) (f) 條交還政府及政府根據本文特別條款第 (9) (a) 條收回黃色範圍的佔管權之前，除透過本文所夾附圖則顯示並標明的 Z1 點往來 X1 點與 Y1 點之間、透過 Z2 點往來 X2 點與 Y2 點之間和透過 Z3 點往來 X3 點與 Y3 點之間或署長書面批准的其他地點外，承授人無權進出或往返該地段作車輛通道。整個粉紅色間黑斜線範圍按照本文特別條款第 (18) (f) 條交還政府及政府根據本文特別條款第 (9) (a) 條收回黃色範圍的佔管權後，除透過本文所夾附圖則顯示並標明的 Z2 點往來 X2 點與 Y2 點之間或署長書面批准的其他地點外，承授人無權進出或往返該地段作車輛通道。除透過本文所夾附

圖則顯示並標明的 V 點往來 T 點與 U 點之間或署長書面批准的其他地點外，承授人無權進出或往返遵照本文特別條款第 (30) (a) (i) 條設置於該地段內的上落貨車位。如該地段進行發展或重建，署長可能准許在該地段指定位置興建臨時出入通道以供建築車輛駛入，但署長批准時可附加條件。發展或重建工程完竣後，承授人須自費於署長指定的期限內，以署長全面滿意的方式還原建有臨時出入通道的一個或多個地方。

26. 批地文件特別條款第 (29) 條訂明：

(a) (i) 該地段內須提供十八 (18) 個運輸署署長 (以下簡稱「運輸署署長」) 滿意的車位，以供該地段上已建或擬建作住宅用途的一座或多座建築物的一個或多個部分用作停泊根據《道路交通條例》(第 374 章)、其任何附屬規例及修訂法例 (以下簡稱「道路交通條例」) 持牌的車輛。根據本 (a) (i) 款提供 (可根據本文特別條款第 (31) 條更改) 的車位以下簡稱「住宅車位」。於此等批地條款，「車輛」一詞的定義以道路交通條例所載為準。

(ii) 該地段應額外提供令運輸署署長滿意以供停泊根據道路交通條例持牌車輛的車位 (遵照本 (a) (ii) 款提供 (可根據本文特別條款第 (31) 條更改) 的車位，以下簡稱「訪客車位」)，配置比率為該地段每座已建或擬建住宅單位大廈一 (1) 個車位。

(iii) 住宅車位及訪客車位除作本特別條款 (a) (i) 及 (a) (ii) 款分別訂明的用途外，不得作任何其他用途，其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(b) (i) 該地段內須提供九 (9) 個運輸署署長滿意的車位，以供該地段上已建或擬建作非工業用途 (不包括私人住宅、貨倉、酒店及加油站) 的一座或多座建築物的一個或多個部分用作停泊根據道路交通條例持牌的車輛。根據本 (b) (i) 款提供 (可根據本文特別條款第 (31) 條更改) 的車位以下簡稱「非工業車位」。

(ii) 非工業車位除供停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

- (c) (i) 承授人應依照建築事務監督規定或批准，從住宅車位、訪客車位及非工業車位中預留和指定多個車位（此等預留及指定車位以下簡稱「傷殘人士車位」），以供傷殘人士停泊車輛。於此等批地條款，傷殘人士一詞採用道路交通條例所載的定義，而建築事務監督一詞則採用《建築物條例》、其任何附屬規例及修訂法例所載的定義。
- (ii) 傷殘人士車位除供傷殘人士停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (d) (i) 該地段內須按以下比率設立運輸署署長滿意的車位，以供停泊根據道路交通條例持牌的電單車：
- (I) 就該地段上已建或擬建作住宅用途的一座或多座建築物或此等建築物的一個或多個部分設置一(1)個車位（根據本(d) (i) (I)款提供（可根據本文特別條款第(31)條更改）的車位以下簡稱「住宅電單車車位」）；及
- (II) 就該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或此等建築物的一個或多個部分設置三(3)個車位（根據本(d) (i) (II)款提供（可根據本文特別條款第(31)條更改）的車位以下簡稱「非工業電單車車位」）。
- 於此等批地條款，「電單車」一詞採用道路交通條例所載的定義。
- (ii) 住宅電單車車位及非工業電單車車位除供停泊根據道路交通條例持牌的電單車外，不得作任何其他用途，其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (e) (i) 除傷殘人士車位外，每個住宅車位、非工業車位及訪客車位須闊2.5米及長5.0米，最低淨空高度為2.4米。
- (ii) 每個傷殘人士車位的面積須以建築事務監督規定或批准為準。
- (iii) 每個住宅電單車車位及非工業電單車車位須闊1.0米及長2.4米，最低淨空高度為2.4米。
- 27. 批地文件特別條款第(30)條訂明：**
- (a) 該地段內須提供運輸署署長滿意的車位：
- (i) 以供貨車上落貨，配置比率如下：
- (I) 就該地段上已建或擬建作住宅用途的一座或多座建築物或此等建築物的一個或多個部分設置一(1)個車位，但該地段上每座已建或擬建的住宅單位大廈最少須設置一(1)個上落貨車位。上落貨車位應毗鄰或位於每座住宅單位大廈內；及
- (II) 就該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或該等建築物的一個或多個部分設置兩(2)個車位；及
- (ii) 於黃色範圍及粉紅色間黑斜線範圍內提供一(1)個停車處，以作上落貨用途以及按照運輸署署長滿意的的方式及標準供公眾上落車輛（包括的士）。
- 於此等批地條款，貨車及的士兩詞採用道路交通條例所載的定義。
- (b) (i) 每個根據本特別條款(a) (i)款提供（可根據本文特別條款第(31)條更改）的車位面積須為3.5米闊及7.0米長，最低淨空高度為3.6米。此等車位除供與該款所載的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。
- (ii) 根據本特別條款(a) (ii)款提供的停車處除作上落貨用途以及供公眾上落車輛（包括的士）外，不得作任何其他用途。
- 28. 批地文件特別條款第(31)條訂明：**
- (a) 儘管有本文特別條款第(29)(a) (i)、(29)(a) (ii)及(29)(b) (i)條的規定，承授人仍可以不多於百分之五(5%)的幅度增減上述各款規定提供的車位數目，但增減車位總數不可超過五十(50)個。
- (b) 除有本特別條款(a)款之規定外，承授人亦可增減住宅車位和住宅電單車車位的數目（不計算根據本特別條款(a)款計入的車位），增減幅度不可多於百分之五(5%)。
- (c) 儘管有本文特別條款第(29)條(a)、(b)、(d)及(e)款、本文特別條款第(30)條和本特別條款(a)及(b)款的規定，承授人仍可在獲得運輸署署長書面批准後將遵照上述各特別條款或各款所提供的車位數目及面積增減為其他數目和大小，惟事前必須取得署長的書面批准，而署長可全權酌情在批准時附加其視為恰當的條款與條件，包括規定承授人支付署長釐定的地價及行政費用。
- 29. 批地文件特別條款第(32)條訂明：**
- (a) 在本文協定批授的整個年期內，承授人須時刻允許運輸署署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論攜帶工具、設備、機器、機械或駕車與否，可行使不受限制的自由權利，免付費用通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查或核實承授人並無違反或不遵行本文特別條款第(29)、(30)及(31)條的規定。
- (b) 如因運輸署署長、政府、其人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)款所訂權利而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府提出申索賠償。
- (c) 如因運輸署署長、政府、其人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)款所訂權利而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償及免責。
- 30. 批地文件特別條款第(34)條訂明：**
- (a) 在本文協定批授的整個年期內，不論於承授人以署長全面滿意的方式履行此等批地條款之前或之後，住宅車位和住宅電單車車位亦不得轉讓，除非：
- (i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位之分割份數一併轉讓；或
- (ii) 承讓人現時已擁有賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數。
- (b) 儘管有本特別條款(a)款之規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有住宅車位及住宅電單車車位，但承讓方必須為承授人的全資附屬公司。
- (c) 本特別條款(a)款概不適用於以整體方式轉讓、分租、按揭或押記該地段。
- 31. 批地文件特別條款第(35)條訂明：**
- (a) (i) 在本文協定批授的整個年期內，不論於承授人以署長全面滿意的方式履行此等批地條款之前或之後，非工業車位和非工業電單車車位亦不得轉讓，除非：
- (i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途單位（不包括私人住宅、貨倉、酒店及加油站）之分割份數一併轉讓；或
- (ii) 承讓人現時已擁有賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途單位（不包括私人住宅、貨倉、酒店及加油站）的不分割份數。
- (b) 儘管有本特別條款(a)款的規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有非工業車位及非工業電單車車位，但承讓方必須為承授人的全資附屬公司。
- (c) 本特別條款(a)款概不適用於以整體方式轉讓、分租、按揭或押記該地段。
- 32. 批地文件特別條款第(37)條訂明：**
- (a) 承授人須自費向署長提供存檔及向運輸署署長呈交經運輸署署長批准的一份或多份圖則，列明將會按照本文特別條款第(29)條和第(30)(a) (i)條於該地段內提供（可分別根據本文特別條款第(31)條更改）的所有停車位及上落貨車位以及遵照本文特別條款第(30)(a) (ii)條提供的停車處之布局，或經認可人士（定義以《建築物條例》、其任何附屬規例及修訂法例所訂為準）核證的一份或多份該等

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- 圖則之副本（以下簡稱「停車場布局圖」）。如事前未獲運輸署署長書面批准，不可修訂、更改、改動、修改或取代停車場布局圖。
- (b) 停車場布局圖所示的停車位、上落貨車位及停車處除作本文特別條款第(29)(a)(iii)、(29)(b)(ii)、(29)(c)(ii)、(29)(d)(ii)、(30)(b)(i)及(30)(b)(ii)條分別訂明的用途外，不可作任何其他用途。承授人須按照停車場布局圖，負責維修所有停車位、上落貨車位、停車處及其他範圍，包括但不限於「停車場布局圖」所示的電梯、梯台和調度區及迴旋處。
- (c) 除停車場布局圖顯示的車位外，該地段或該處任何建築物或構築物任何部分均不可用作本文特別條款第(29)及(30)條所載的泊車、車輛上落貨及公眾上落車輛的用途。
- (d) 在遵照本特別條款(a)款規定存檔及交妥停車場布局圖之前，不可進行任何影響該地段或其任何部分或該地段已建或擬建的任何建築物或當中任何部分的交易（訂立本文特別條款第(24)(c)條訂明的租約、租契或相關協議、訂立本文特別條款第(24)(d)條訂明的建築按揭和執行本文特別條款第(18)(f)條的交還或署長批准的其他交易除外）。
- (e) 承授人現：
- (i) 同意運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等全權酌情閱覽、使用、複製及更改停車場布局圖，並可按運輸署署長或署長全權酌情視為恰當，透過任何途徑和方式（包括但不限於使用電子途徑或通過電子平台）向任何政府部門或第三方（不論屬於個人、商號、法人團體、公眾人士或其他機構）披露及發布停車場布局圖，以作搜尋、閱覽、複製、列印、發布、應用、分析、研究等用途，不論是回應公眾或媒體查詢等，又或是運輸署署長、署長或政府自主行動；及
- (ii) 承認及確認運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否如本特別條款(e)(i)款所述閱覽、使用、複製、更改、披露或發布停車場布局圖。
- (f) 為施行本特別條款(e)款的規定，承授人須取得或達致取得停車場布局圖知識產權擁有人的同意，允許運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等閱覽、使用、複製、更改、披露及發布停車場布局圖，以及允許任何政府部門或第三方搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等。
- (g) 承授人現承認及確認，儘管本文協定批授的年期屆滿或提早終止，根據本特別條款(e)及(f)款給予的同意仍會繼續生效並對承授人約束。
- (h) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何責任，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。
- (i) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何責任，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償及免責。
- 33. 批地文件特別條款第(38)條訂明：**
- 除非事前獲署長書面同意，而署長給予同意時可全權酌情附加其視為恰當的任何條款與條件，包括收取署長指定的地價後額外批出政府土地作為該地段的增批地段，承授人不得在毗鄰或毗連該地段的任何政府土地進行削土、移土或土地後移工程，或在任何政府土地進行建造、填土工程或任何性質的斜坡處理工程。
- 34. 批地文件特別條款第(39)條訂明：**
- (a) 如該地段或任何政府土地內現時或以往曾經配合或因應該地段或其任何部分的

平整、水準測量或發展事宜或此等批地條款規定承授人執行的任何其他工程或任何其他目的，而進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，則不論事前是否獲署長書面同意，承授人亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰政府土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。承授人須在本文協定的批租年期內時刻自費維修上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程，以保持其修繕妥當及狀況良好，令署長滿意。

(b) 本特別條款(a)款的規定概不妨礙政府行使此等批地條款的權利，其中尤以本文特別條款第(38)條為要。

(c) 無論何時，如因承授人進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的任何土地或任何毗連或毗鄰政府土地或已批租土地發生任何滑土、山泥傾瀉或地陷，承授人須自費還原並修葺該處，以令署長滿意，同時須就政府、其代理及承辦商因為或由於此等滑土、山泥傾瀉或地陷而直接或間接招致或蒙受的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序作出彌償，並保持令其獲得彌償及免責。

(d) 除享有本文訂明可就違反任何此等批地條款追討之任何其他權利或補償權外，署長另有權向承授人發出書面通知，要求承授人執行、建造和維修上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如承授人疏忽或未能在通知訂明的期限內以署長滿意的方式執行通知的指示，署長可即時執行及進行任何必要的工程。承授人須在接獲政府要求時償還有關的費用，以及任何行政和專業收費與費用。

35. 批地文件特別條款第(40)條訂明：

如事前未獲署長書面批准，不可在該地段使用碎石機。

36. 批地文件特別條款第(41)條訂明：

如於該地段或其任何部分的發展或重建項目已安裝預應力地錨，承授人須自費在預應力地錨的整個使用周期內定期維修和定期監察，以令署長滿意，並且在署長不時全權酌情規定時提

交上述監察工程的報告及資料。如承授人疏忽或不執行規定的監察工程，署長可即時執行和進行監察工程，承授人須在接獲政府要求時償還有關的費用。

37. 批地文件特別條款第(42)條訂明：

(a) 如有來自該地段或任何受該地段發展工程影響的其他地方之泥土、廢土、廢料、建築廢物或建造物料（以下簡稱「廢物」）堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他政府產業（以下簡稱「政府產業」），承授人必須自費清理廢物並修復政府產業蒙受的任何損害。承授人應就此等堆積腐爛、沖下或傾倒廢物不論直接或間接導致或引致私人物業受損或滋擾引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償，並保持令其獲得彌償及免責。

(b) 儘管有本特別條款(a)款之規定，署長仍可（但無責任必須）在承授人要求時清理政府產業的廢物和修復任何損害。承授人須在政府要求時支付相關的費用。

38. 批地文件特別條款第(51)條訂明：

該地段不可興建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅等。

39. 批地文件特別條款第(53)條訂明：

(a) (i) 受限於本特別條款(a)(ii)款之規定，本特別條款第(53)條僅適用於首次置業單位（以下簡稱「首置單位」）（定義以本特別條款(j)(v)款所訂為準）。

(ii) 承授人可訂立一份或多份豁除分割契約，將該地段已建或擬建的一座或多座建築物內任何在本特別條款(j)(v)款所載的一份或多份分割契約指定為首置單位的單位從首置單位中豁除。承授人須在土地註冊處登記上述一份或多份豁除分割契約。相關單位如上所述正式從首置單位中豁除後，本特別條款便不再適用於此等單位。

(b) 儘管承授人已遵行和履行此等批地條款令署長滿意，承授人亦不可轉讓、按揭、押記（訂立本文特別條款第(24)(d)條所載的建築按揭除外）、分租、出讓或以其他方式處置任何首置單位（定義以本特別條款(j)(v)款所訂為準）（不論採取直接或間接預留，或授予優先拒絕要約權、認購

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權或授權書，或透過任何其他方法、安排或任何類別的文件），或就此訂立任何協議，但承授人可於下列情況下轉讓或同意轉讓此等首置單位：

- (i) 售予運輸及房屋局局長核准的買家類別；及
 - (ii) 按承授人訂定並經運輸及房屋局局長全權酌情批准的售價發售每個首置單位。
- (c) 除非本特別條款 (d)、(e)、(f)、(h) 及 (i) 款訂明，否則無論何時擁有人亦不可出售、轉讓、按揭、押記、讓與、分租、出讓或以其他方式處置其首置單位或其任何部分或當中任何權益（不論採取直接或間接預留，或授予優先拒絕要約權、認購權或授權書，或透過任何其他方法、安排或任何類別的文件）或就此訂立任何協議，又或依據任何現時或未來、有條件或無條件的交易，直接或間接或透過律師、代理、承辦商或受託人等索取或收受任何款項、金錢等值物或任何其他性質的有價代價，從而達致出售、轉讓或以其他方式處置或影響其首置單位或其任何部分或相關權益，又或為此訂立任何相關協議。

- (d) (i) 擁有人在事前獲承授人書面批准並且遵守承授人不時發出的指引（如適用）的情況下，可毋須繳付「款項」（定義以本特別條款 (j) (i) 款所訂為準）而按揭或押記其已承讓或協議承讓的首置單位，又或與銀行或其他財務機構（僅就本 (d) (i) 款而言，財務機構一詞僅包括根據《財政司司長法團條例》（第 1015 章）成立之財政司司長法團）或經承授人批准的擁有人僱主機構訂立該首置單位的第二押記、第二按揭或其他進一步押記或其他進一步按揭，從而：

- (I) 融資以購買該首置單位、再融資以購買該首置單位或再融資償還以該首置單位（一項）現有押記或按揭作擔保的（一筆）尚未清還貸款；或
- (II) 擔保任何銀行、財務機構、組織、機構或團體提供的新貸款或額外貸款。

承授人可行使獨有酌情全權毋須提供任何理由而批准或拒絕批准有關申請，惟除非附加下列條件，否則承授人不可給予上述的事前書面批准：

(A) 上述押記或按揭必須採用承授人批准的表格，並且載有承授人規定的條文；

(B) 擁有人須承擔訂立此等押記或按揭招致及連帶的所有費用與開支，包括承授人批准押記或按揭的行政費用與開支和承授人批准本特別條款 (d) (i) (A) 款所載表格的法律費用；及

(C) 擁有人須遵守及履行承授人制訂的該等條款與條件。

(ii) 在「首次轉讓契約」（定義以本特別條款 (j) (ii) 款所訂為準）簽訂日滿五年後，並在事前獲承授人書面批准及遵守承授人不時制訂的指引（如適用）之情況下，擁有人可毋須支付款項而將其承讓的首置單位押記或按揭予任何參與銀行或香港按揭證券有限公司或其任何附屬公司（以下統稱「按揭證券公司集團」），藉此取得由按揭證券公司集團營運以安老按揭計劃按揭作擔保的貸款。然而，承授人給予批准將被視作附帶下列條件：

(I) 上述押記或按揭必須採用承授人和按揭證券公司集團不時批准為首置單位適用的表格，並且載有承授人和按揭證券公司集團指定的條文；

(II) 貸款及首置單位的押記或按揭均須由參與銀行或按揭證券公司集團根據安老按揭計劃承造；

(III) 擁有人須承擔訂立此等押記或按揭招致及連帶的所有費用與開支，包括承授人批准押記或按揭的行政費用與開支以及承授人和按揭證券公司集團批准本特別條款 (d) (ii) (I) 款所載表格的法律費用，金額由承授人不時合理釐定；及

(IV) 擁有人須遵守及依從承授人不時發出的指引（如適用）以及經按揭證券公司集團制訂的安老按揭計劃條款與條件。

(e) 除本特別條款 (d) (i) 款規定外，擁有人不得在其首置單位的首次轉讓契約簽訂日滿五年之前出售、轉讓、按揭、押記、讓與、分租、出讓或以其他方式處置其首置單位或其任何部分或相關權益（不論採

取直接或間接預留，或授予優先拒絕要約權、認購權或授權書，或透過任何其他方法、安排或任何類別的文件）或就此訂立任何協議，又或依據現時或未來、有條件或無條件的任何交易，直接或間接或透過律師、代理、承辦商或受託人等索取或收受任何款項、金錢等值物或任何其他性質的有價代價，從而達致出售、轉讓或以其他方式處置或影響其首置單位或其任何部分或相關任何權益，又或為此訂立任何相關協議，除非及直至擁有人已在事前獲承授人發出書面批准其申請出售、轉讓、按揭、押記、讓與、分租、出讓或以其他方式處置其首置單位並且遵守承授人不時發出的指引（如適用），同時受限於本特別條款 (h) 款之規定向承授人付訖款項。承授人接獲擁有人出售、轉讓、按揭、押記、讓與、分租、出讓或以其他方式處置首置單位的申請後，可全權酌情批准該等申請（承授人批准時可附加任何條款與條件）或拒絕批准該等申請，而毋須給予任何理由。

(f) 在首置單位的首次轉讓契約簽訂日滿五年後，擁有人有權按其視為恰當出售、轉讓、按揭、押記、讓與、分租、出讓或以其他方式處置其首置單位，但須向承授人支付款項。

(g) 為着評估擁有人須依照本特別條款 (e) 及 (f) 款支付的款項：

(i) 承授人將要求擁有人支付其行政費用與開支；

(ii) 擁有人須按承授人全權酌情規定，向承授人提交其首置單位的估價報告。該報告由擁有人付費委託承授人不時指定的估價師小組其中一人編製，但上述的估價報告純粹供承授人參考，概不約束承授人如何評估擁有人應依照本特別條款 (e) 或 (f) 款支付的款項；及

(iii) 承授人就擁有人應繳款項所作的決定將作終論。

(h) 在首次轉讓契約簽訂日五年期屆滿後，或如擁有人根據本特別條款 (e) 款規定有權在首次轉讓契約簽訂日五年期屆滿前出售或以其他方式處置其首置單位，儘管擁有人並未向承授人支付款項，亦可簽訂首置單位的買賣合約，而毋須在買賣合約簽立之前向承授人支付款項，但該合約須定明一項條件，即擁有人須在轉讓其首置單位之前向承授人支付款項。

(i) (i) 儘管本文另有任何相反規定，擁有人或如擁有人離世則指其遺產執行

人或管理人，只要符合承授人制訂的所有條件（如有）並受限於本特別條款 (i) (ii) 款的規定，便可轉讓其首置單位或其任何部分或相關權益予其父母、配偶、前配偶、子女或兄弟姐妹，又如如擁有人已離世則予有權繼承已故擁有人遺產的受益人（但須出示承授人信納的關係或權利證明文件），而毋須在該擁有人或其遺產執行人或管理人向承授人提交預先申請並取得書面批准之後向承授人支付本特別條款 (e) 及 (f) 款所訂的款項，惟承授人可全權酌情批准該等申請（承授人批准時可附加任何條款與條件）或拒絕批准該等申請，而毋須給予任何理由。

(ii) 承授人根據本特別條款 (i) (i) 款給予事前書面批准將須附帶以下條件：

(I) 上述轉讓業權予擁有人的父母、配偶、前配偶、子女或兄弟姐妹或有權繼承已故擁有人遺產的受益人（以下簡稱「受讓人」）的交易必須採用承授人批准的表格，並且載有承授人指定的條文；

(II) 擁有人的首置單位或其任何部分及相關的不分割份數將被視為已於擁有人承讓其首置單位當日轉讓予受讓人，本特別條款 (c) 至 (i) 款的規定將相應地適用於受讓人；及

(III) 擁有人或其遺產受益人及其受讓人須承擔轉讓交易的所有費用，包括承授人批准轉讓的行政費用與開支以及承授人批准本特別條款 (i) (ii) (I) 款所載表格的法律費用。

(j) 就本特別條款：

(i) 「款項」指一筆款項，金額相等於承授人在付款當時所評估首置單位十足市值的指定比例，亦即該首置單位的首次轉讓契約中載明的十足市值指定比例。首次轉讓契約中記名的擁有人在承讓首置單位當時並未支付該十足市值的指定比例；

(ii) 「首次轉讓契約」指承授人將首置單位轉讓予其首任擁有人的轉讓契約；

(iii) 承授人一詞不包括其受讓人；

SUMMARY OF LAND GRANT

批地文件的摘要

- (iv) 「擁有人」指已從承授人承讓或協議承讓該地段一份或若干不分割份數連同個別首置單位專有佔管權的人士；就本特別條款(a)至(i)款而言，擁有人一詞包括其產權繼承人及首置單位的承按人或承押記人；及
- (v) 「首置單位」指受限於本特別條款(a)(ii)款之規定，該地段上現已或將會分配一份或多份不分割份數的已建或擬建的一座或多座建築物內任何作私人住宅用途的單位，而該單位現已或將會根據承授人已或將簽訂並在土地註冊處已或將登記的一份或多份分割契約內指定為首置單位。所有首次置業單位統稱「首置單位」。
- (k) 承授人根據本特別條款發予擁有人或如擁有人已離世則指其遺產執行人或管理人的任何通知，如郵寄或置於首置單位的地址或其最後為人所知的香港地址，即視作妥善送達。郵寄通知將在正常郵遞程序所需的時間被視作已送達擁有人或其遺產執行人或管理人的收件地址。

註：
在本「批地文件的摘要」章節中，承授人指市區重建局，在上下文意允許或規定下，包括其繼承人及受讓人；「政府」指香港特別行政區政府；「署長」指地政總署署長；「香港」指香港特別行政區；「此等批地條件」指並包括批地文件一般條件及特別條件。

請查閱批地文件以了解全部詳情。批地文件全文現存於售樓處，於開放時間可按要求下供免費查閱，並可在支付所需影印費後取得批地文件的複印本。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. Facilities that are required under the land grant to be constructed and provided for the government, or for public use

1. Description

- (a) The **Green Area** as referred to in Special Condition No. (4)(a)(i)(I) of the Land Grant;
- (b) The **Structures 1** as referred to in Special Condition No. (4)(a)(i)(II) of the Land Grant;
- (c) The **Green Stippled Blue Area** as referred to in Special Condition No. (4)(b)(i)(I) of the Land Grant;
- (d) The **Structures 2** as referred to in Special Condition No. (4)(b)(i)(II) of the Land Grant;
- (e) The **Green Stippled Black Area** as referred to in Special Condition No. (4)(c)(i)(I) of the Land Grant;
- (f) The **Structures 3** as referred to in Special Condition No. (4)(c)(i)(II) of the Land Grant;
- (g) The **Yellow Area** as referred to in Special Condition No. (8)(a)(i)(I) of the Land Grant;
- (h) The **Structures 4** as referred to in Special Condition No. (8)(a)(i)(II) of the Land Grant;
- (i) The **lay-by** for motor vehicles (specified in Special Condition No. (30)(a)(ii) of the Land Grant) as respectively referred to in Special Conditions Nos. (8)(a)(i)(III) and (18)(b)(i)(III) of the Land Grant;
- (j) The **Pink Hatched Black Area** as referred to in Special Condition No. (18)(a) of the Land Grant; and
- (k) The **Structures 5** as referred to in Special Condition No. (18)(b)(i)(II) of the Land Grant.

2. The general public has the right to use the facilities mentioned in paragraph 1 in accordance with the provisions of the Land Grant.

B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

C. Size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of section 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)

Not applicable.

E. A plan that shows the location of those facilities and open spaces, and those parts of the land

Please see the plan(s) appended at the end of this section.

F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land

1. Special Condition No. (4) of the Land Grant stipulates that:-

- “(a) (i) on or before the 31st day of December, 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 1”)

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

- (ii) on or before the 31st day of December, 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures 1 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (5) hereof.

- (b) (i) on or before the 31st day of December, 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form that portion of future public road shown coloured green stippled blue on the plan annexed hereto (hereinafter referred to as “the Green Stippled Blue Area”); and

- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 2”)

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Blue Area.

- (ii) on or before the 31st day of December, 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) manage and maintain at his own expense the Green Stippled Blue Area together with the Structures 2 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Blue Area has been re-delivered to the Government in accordance with Special Condition No. (5) hereof.

- (c) (i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form that portion of future public road shown coloured green stippled black on the plan annexed hereto (hereinafter referred to as “the Green Stippled Black Area”); and

- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 3”)

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area.

- (ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Stippled Black Area together with the Structures 3 and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (5) hereof.

- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b) or (c) of this Special Condition within the respective prescribed periods stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

- (e) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b) or (c) of this Special Condition or the exercise of the rights by the Government under sub-clause (d) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

2. Special Condition No. (8) of the Land Grant stipulates that:-

“(a) The Grantee shall:

(i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(l) lay and form the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow Area”);

(ll) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 4”); and

(lll) provide and construct the lay-by specified in Special Condition No. (30)(a)(ii) hereof,

so that building, vehicular and pedestrian traffic, loading and unloading activities and picking up and setting down of passengers from motor vehicles may be carried on the Yellow Area.

(ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Yellow Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) manage and maintain at his own expense the Yellow Area, the Structures 4, the lay-by mentioned in Special Condition No. (30)(a)(ii) hereof and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area have been re-delivered to the Government in accordance with Special Condition No. (9)(a) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on

demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

3. Special Condition No.(11)(c) of the Land Grant stipulates that:-

“For the purpose of Special Conditions Nos. (8), (9), (10) and (11), the expression “the Grantee” shall exclude his assigns.”

4. Special Condition No.(18) of the Land Grant stipulates that:-

“(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the Structures 5 as defined in sub-clause (b) of this Special Condition and the lay-by as specified in Special Condition No. (30)(a)(ii) hereof) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as “the Pink Hatched Black Area”).

(b) The Grantee shall:

(i) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(l) lay, form and surface the Pink Hatched Black Area;

(ll) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures 5”); and

(lll) provide and construct the lay-by specified in Special Condition No. (30)(a)(ii)

so that building, vehicular and pedestrian traffic, loading and unloading activities and picking up and setting down of passengers from motor vehicles may be carried on the Pink Hatched Black Area;

(ii) on or before the 30th day of June, 2023 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) manage and maintain at his own expense the Pink Hatched Black Area, the Structures 5, the lay-by mentioned in Special Condition No. (30)(a)(ii) hereof and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the Pink Hatched Black Area has been surrendered to the Government under sub-clause (f) of this Special Condition.

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with sub-clause (f) of this Special Condition permit the Government, the Director, his officers, agents, contractors and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Black Area.

(e) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance

whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (c) and (d) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Black Area or any part or parts thereof together with the Structures 5 and the lay-by specified in Special Condition No. (30)(a)(ii) hereof as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Black Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

(g) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Pink Hatched Black Area from the lot to the satisfaction of the Director provided that this sub-clause (g) shall not apply to a building mortgage as provided under Special Condition No. (24)(d) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.

(h) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Black Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (h) shall not apply to the surrender and carving out of the Pink Hatched Black Area as provided respectively in sub-clauses (f) and (g) of this Special Condition and a building mortgage as provided in Special

Condition No. (24)(d) hereof.

- (i) Except for the lay-by as specified in Special Condition No. (30)(a)(ii) hereof, the Pink Hatched Black Area or any part or parts thereof shall not be used for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Black Area or any part or parts thereof.
- (j) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Black Area to the Government in accordance with sub-clause (f) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles, on foot or by wheelchair along, to, from, by, through and over the Pink Hatched Black Area.
- (k) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (j) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Black Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared

that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.

- (n) Without prejudice to Special Condition No. (16)(c)(iv) hereof, the Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof and after the surrender of the Pink Hatched Black Area or any part or parts thereof pursuant to sub-clause (f) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (16)(c)(i), (16)(c)(ii) and (16)(c)(iii) hereof cannot be attained.
- (o) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Black Area.
- (p) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."

5. Special Condition No. (30) of the Land Grant stipulates that:-

- "(a) Spaces shall be provided within the lot to the satisfaction of the C for T:
 - (i) for the loading and unloading of goods vehicles at the following rates:
 - (l) one space for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for residential purpose subject to a

minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units; and

- (II) two spaces for the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes; and
- (ii) one lay-by to be provided within the Yellow Area and the Pink Hatched Black Area for the loading and unloading activities and the picking up and setting down of passengers from motor vehicles (including taxis) by members of the public in such form, to such standards to the satisfaction of the C for T.

For the purpose of these Conditions, "goods vehicle" and "taxi" shall be as defined in the Road Traffic Ordinance.

- (b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under special Condition No. (31) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (ii) The lay-by provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than for the loading and unloading activities and the picking up and setting down of passengers from motor vehicles (including taxis) by members of the public."

G. Provisions of the deed of mutual covenant that concern those facilities and open spaces, and those parts of the land

Clause 10.14 of the DMC stipulates that :-

- "(a) The First Owner (excluding his assigns) shall at all times while the First Owner is in possession of the Yellow Area (as defined in Special Condition No.(8)(a)(i)(l) of the Government Grant) before re-delivery thereof to the Government in accordance with Special Condition No. (9)(a) of the Government Grant, (i) allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8) of the Government Grant or otherwise and (ii) manage and maintain at his own

expense the Yellow Area, the Structures 4 (as defined in Special Condition No. (8)(a)(i)(II) of the Government Grant), the lay-by mentioned in Special Condition No.(30)(a)(ii) of the Government Grant and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands.

- (b) The First Owner (excluding his assigns) shall at all times permit residents or occupiers of the building or buildings erected or to be erected on Kowloon Inland Lot No. 9928 and their bona fide guests, visitors or invitees to pass and repass on foot or by wheelchair for all lawful purposes free of costs and charges and without any interruption along, from and through the Yellow Area through the points P1 or P2 shown and marked on the plan annexed to the Government Grant, for the purposes of granting access to and from the Existing Lanes (as defined in Special Condition No. (9) (b) of the Government Grant)."

Notes:

- 1. This plan is extracted from plan annexed to the Land Grant.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 描述

- (a) 批地文件特別條件第(4)(a)(i)(I)條所載的「綠色範圍」；
- (b) 批地文件特別條件第(4)(a)(i)(II)條所載的「構築物1」；
- (c) 批地文件特別條件第(4)(b)(i)(I)條所載的「綠色加藍點範圍」；
- (d) 批地文件特別條件第(4)(b)(i)(II)條所載的「構築物2」；
- (e) 批地文件特別條件第(4)(c)(i)(I)條所載的「綠色加黑點範圍」；
- (f) 批地文件特別條件第(4)(c)(i)(II)條所載的「構築物3」；
- (g) 批地文件特別條件第(8)(a)(i)(I)條所載的「黃色範圍」；
- (h) 批地文件特別條件第(8)(a)(i)(II)條所載的「構築物4」；
- (i) 批地文件特別條件第(8)(a)(i)(III)及(18)(b)(i)(III)條分別所載供車輛使用的停車處(批地文件特別條件第(30)(a)(ii)條指定)；
- (j) 批地文件特別條件第(18)(a)條所載的「粉紅色間黑斜線範圍」；及
- (k) 批地文件特別條件第(18)(b)(i)(II)條所載的「構築物5」。

2. 公眾有權依照批地文件的條文規定使用第1段所載的設施。

B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

不適用。

C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

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

不適用。

E. 顯示以上所述的設施及休憩用地和土地中的該等部分的位置的圖則

請參閱本節最後的附件圖則。

F. 批地文件中關於該等設施及休憩用地和土地中的該等部分的條文

1. 批地文件特別條件第(4)條訂明：

- (a) (i) 在2027年12月31日(或署長批准的其他延長期限)或之前, 自費以署長批准的方式及物料, 按署長批准的標準、樓層、定線和設計進行下列工程, 以全面令署長滿意：

(I) 在本文所夾附圖則以綠色顯示的日後擬建公共道路相關部分(以下簡稱「綠色範圍」)進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物1」)；

以便在綠色範圍建造建築物及供車輛和行人往來；

- (ii) 在2027年12月31日或署長批准的其他延長期限或之前, 自費以署長滿意的方式在綠色範圍鋪設路面、建造路緣及渠道, 並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費維修綠色範圍連同構築物1和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器, 以令署長滿意, 直至綠色範圍的佔管權按照本文特別條件第(5)條交還政府為止。

- (b) (i) 在2027年12月31日(或署長批准的其他延長期限)或之前, 自費以署長批准的方式及物料, 按署長批准的標準、樓層、定線和設計進行下列工程, 以全面令署長滿意：

(I) 在本文所夾附圖則以綠色加藍點顯示的日後擬建公共道路相關部分(以下簡稱「綠色加藍點範圍」)進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物2」)；

以便在綠色加藍點範圍建造建築物及供車輛和行人往來；

- (ii) 在2027年12月31日或署長批准的其他延長期限或之前, 自費以署長滿意的方式在綠色加藍點範圍鋪設路面、建造路緣及渠道, 並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費管理及維修綠色加藍點範圍連同構築物2和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器, 以令署長滿意, 直至綠色加藍點範圍的佔管權按照本文特別條件第(5)條交還政府為止。

- (c) (i) 在2023年6月30日或署長批准的其他延長期限或之前, 自費以署長批准的方式及物料, 按署長批准的標準、樓層、定線和設計進行下列工程, 以全面令署長滿意：

(I) 在本文所夾附圖則以綠色加黑點顯示的日後擬建公共道路相關部分(以下簡稱「綠色加黑點範圍」)進行鋪設及平整工程；及

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物3」)；

以便在綠色加黑點範圍建造建築物及供車輛和行人往來；

- (ii) 在2023年6月30日或署長批准的其他延長期限或之前, 自費以署長滿意的方式在綠色加黑點範圍鋪設路面、建造路緣及渠道, 並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費維修綠色加黑點範圍連同構築物3和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器, 以令署長滿意, 直至綠色加黑點

範圍的佔管權按照本文特別條件第(5)條交還政府為止。

- (d) 如承授人不在本特別條件(a)、(b)或(c)款分別訂明的期限內履行該款所訂的責任, 政府可執行必要的工程, 費用由承授人承擔, 承授人須在政府要求時支付相等於有關費用的款項, 金額由署長指定, 其決定將作終論並對承授人約束。

- (e) 如因承授人履行本特別條件(a)、(b)或(c)款所訂責任或因政府行使本特別條件(d)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾, 署長概毋須就此承擔責任, 承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。

2. 批地文件特別條件第(8)條訂明：

- (a) 承授人須：

- (i) 在2023年6月30日或署長批准的其他延長期限或之前, 自費以署長批准的方式及物料, 按署長批准的標準、樓層、定線和設計進行下列工程, 以全面令署長滿意：

(I) 在本文所夾附圖則以黃色顯示的範圍(以下簡稱「黃色範圍」)進行鋪設及平整工程；

(II) 提供和建造署長全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物4」)；及

(III) 提供和建造本文特別條件第(30)(a)(ii)條所載的停車處；

以便在黃色範圍建造建築物及供車輛與行人往來和供車輛上落客貨；

- (ii) 在2023年6月30日或署長批准的其他延長期限或之前, 自費以署長滿意的方式在黃色範圍鋪設路面、建造路緣及渠道, 並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費管理及維修黃色範圍、構築物4、本文特別條件第(30)(a)(ii)條所載的停車處和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器, 以令署長滿意, 直至黃色範圍的佔管權按照本文特別條件第(9)(a)條交還政府為止。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (b) 如承授人不在本特別條件 (a) 款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔，承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。
- (c) 如因承授人履行本特別條件 (a) 款所訂責任或因政府行使本特別條件 (b) 款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。

3. 批地文件特別條件第(11)(c)條訂明：

就特別條件第(8)、(9)、(10)及(11)條而言，「承授人」一詞不包括其受讓人。

4. 批地文件特別條件第 (18) 條訂明：

- (a) 除非事前獲署長書面同意（署長給予同意時可附加其視為恰當的條款與條件或全權酌情拒絕給予同意），否則不可在本文所夾附圖則以粉紅色間黑斜線顯示的該地段部分（以下簡稱「粉紅色間黑斜線範圍」）之上、跨越該處、之下或在其上方、下方或之內興建、建造或設置任何建築物、構築物或任何建築物或構築物的支承件（本特別條件 (b) 款定義的構築物5和本文特別條件第(30) (a) (ii)條所載的停車處除外）。
- (b) 承授人須：
- (i) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：
- (I) 在粉紅色間黑斜線範圍進行鋪設、平整及路面鋪築工程；
- (II) 提供和建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物（以下統稱「構築物5」）；及
- (III) 提供和建造特別條件第(30) (a) (ii) 條所載的停車處，
- 以便在粉紅色間黑斜線範圍建造建築物及供車輛與行人往來和供車輛上落客貨；
- (ii) 在2023年6月30日或署長批准的其他延長期限或之前，自費以署長滿意的方式在粉紅色間黑斜線範圍鋪設路面、建造路緣及渠道，並且按署長規定為此

等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

- (iii) 自費管理及維修粉紅色間黑斜線範圍、構築物5、本文特別條件第(30) (a) (ii) 條所載的停車處和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至粉紅色間黑斜線範圍按照本特別條件 (f) 款交還政府為止。
- (c) 如承授人不履行本特別條件 (b) 款訂明的責任，政府可執行必要的工程，費用由承授人承擔，承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。
- (d) 粉紅色間黑斜線範圍整體依照本特別條件 (f) 款規定交還政府之前，承授人須允許政府、署長、其人員、代理、承辦商和署長授權的任何人等，不論攜帶工具、設備、機器或駕車與否，於任何合理時間行使權利自由和不受限制地通行、進出、往返及行經該地段或其任何部分，以檢查、檢驗和監督任何遵照本特別條件 (b) 款規定進行的工程，以及執行、檢查、檢驗和監督本特別條件 (c) 款所訂的工程及粉紅色間黑斜線範圍內署長視為必要的任何其他工程。
- (e) 如因承授人履行本特別條件 (b) 款所訂責任或因政府、署長、其人員、承辦商、代理和任何其他經彼等授權的人等行使本特別條件 (c) 及 (d) 款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、承辦商、代理和任何其他經彼等授權的人等毋須就此承擔責任，承授人亦不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其人員、承辦商和任何其他經彼等授權的人等提出申索賠償等。
- (f) 承授人須在署長通知時，按照署長全權酌情指定，隨時自費以騰空交吉形式向政府交還粉紅色間黑斜線範圍或其任何一個或多個部分連同構築物5和本文特別條件第(30) (a) (ii) 條所載的停車處，而不得有任何留置權，政府毋須向承授人支付任何代價、款項或賠償。然而，政府概無責任必須按承授人要求收回粉紅色間黑斜線範圍或其任何一個或多個部分，政府可按其視為恰當收回有關土地。承授人須就此自費訂立一份或多份土地交還契約以及署長批准或指定格式與條文的任何其他必要文件。
- (g) 承授人不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置或留置該地段或其任何一個或多個部分、當中任何權益或該處任何一座或多座建築物或任何建築物的一個或多個部分，或就此訂立任何協議，

除非及直至承授人自費以署長滿意的方式將粉紅色間黑斜線範圍與該地段分割，但本 (g) 款並不適用於本文特別條件第 (24) (d) 條訂明的建築按揭。在分割粉紅色間黑斜線範圍之前，承授人須自費向署長提交分割文件申請書面批准。

- (h) 承授人不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置或留置粉紅色間黑斜線範圍或其任何部分或當中任何權益，或就此訂立任何協議，但本 (h) 款並不適用於分別依照本特別條件 (f) 及 (g) 款交還和分割粉紅色間黑斜線範圍，亦不適用於本文特別條件第(24) (d)條訂明的建築按揭。
- (i) 除本文特別條件第(30) (a) (ii)條所載的停車處外，粉紅色間黑斜線範圍或其任何一個或多個部分除供車輛往來及行人步行或乘坐輪椅通行或作署長全權酌情批准的其他用途外，不得作任何其他用途。粉紅色間黑斜線範圍或其任何一個或多個部分內不可儲物或泊車。
- (j) 承授人以署長滿意的方式完成本特別條件(b) (i)及(b) (ii)款所訂的工程後，須在遵照本特別條件 (f) 款向政府交還整個粉紅色間黑斜線範圍之前，允許所有公眾人士不論日夜隨時免付費用及自由地駕車、步行或乘坐輪椅往返通行、進出、經過和行經粉紅色間黑斜線範圍，以作所有合法用途。
- (k) 如因承授人履行本特別條件 (j) 款所訂責任而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償等。
- (l) 現明確協議、聲明和規定，儘管本特別條件 (j) 款賦予承授人責任，惟承授人並無意向撥出而政府亦無同意撥出粉紅色間黑斜線範圍或其任何一個或多個部分供公眾行使權利通行。
- (m) (i) 現明確協議及聲明，承授人不可因為本特別條件 (j) 款對其施加責任而預期可根據《建築物 (規劃) 規例》第22 (1) 條或任何相關修訂或取代法例等的規定而獲得額外上蓋面積或地積比率寬免或權利，又或可提出相關的索償。為免存疑，承授人現明確放棄就根據《建築物 (規劃) 規例》第22 (1) 條或任何相關修訂或取代法例獲得額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (ii) 現明確協議及聲明，承授人不可因為本特別條件 (f) 款對其施加責任而預期可根據《建築物 (規劃) 規例》第22 (2) 條或任何相關修訂或取代法例等的規定而獲得額外上蓋面積或地積比率寬免

或權利，又或可提出相關的索償。為免存疑，承授人現明確放棄就根據《建築物 (規劃) 規例》第22 (2) 條或任何相關修訂或取代法例而獲得額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

- (n) 現毋損本文特別條件第(16) (c) (iv)條之規定，承授人同意並接納，倘該地段或其任何部分發展或重建，以及粉紅色間黑斜線範圍或其任何一個或多個部分根據本特別條件 (f) 款交還政府後，承授人可能因為該地段面積縮減等理由而無法取得本文特別條件第(16) (c) (i)、(16) (c) (ii)及(16) (c) (iii) 條分別訂明的最大樓面總面積。如承授人無法取得本文特別條件第(16) (c) (i)、(16) (c) (ii)及(16) (c) (iii)條分別訂明的最大樓面總面積，政府概不承擔責任，而承授人不可向政府申索賠償、退還地價或任何性質的付款。
- (o) 如因承授人、其傭工、工人和承辦商作出或漏作任何與本特別條件訂明的承授人責任或粉紅色間黑斜線範圍的行為，以致直接或間接令政府招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償及免責。
- (p) 於本特別條件，承授人一詞不包括其受讓人。

5. 批地文件特別條件第 (30) 條訂明：

- (a) 該地段內須提供運輸署署長滿意的車位：
- (i) 以供貨車上落貨，配置比率如下：
- (I) 該地段上已建或擬建住宅用途的一座或多座建築物或此等建築物的一個或多個部分設置一 (1) 個車位，但該地段上每座已建或擬建的住宅單位大廈最少須設置一 (1) 個上落貨車位。上落貨車位應毗鄰或位於每座住宅單位大廈內；及
- (II) 該地段上已建或擬建非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或該等建築物的一個或多個部分設置兩 (2) 個車位；及
- (ii) 於黃色範圍及粉紅色間黑斜線範圍內提供一 (1) 個停車處，以作上落貨用途以及按照運輸署署長滿意的方式及標準供公眾上落車輛（包括的士）。

於此等批地條件，貨車及的士兩詞採用道路交通條例所載的定義。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (b) (i) 每個根據本特別條件(a)(i)款提供(可根據本文特別條件第(31)條更改)的車位面積須為3.5米闊及7.0米長,最低淨空高度為3.6米。此等車位除供與該款所載的一座或多座建築物相關的貨車上落客貨外,不得作任何其他用途。
- (ii) 根據本特別條件(a)(ii)款提供的停車處除作上落貨用途以及供公眾上落車輛(包括的士)外,不得作任何其他用途。

G. 公契中關於該等設施及休憩用地和土地中的該等部分的條文

公契第10.14條訂明:

- (a) 在黃色範圍(定義以批地文件特別條件第(8)(a)(i)(I)條所訂為準)由第一業主佔管而尚未按照批地文件特別條件第(9)(a)條交還政府之前,第一業主(不包括其受讓人)須時刻(i)允許所有政府及公共車輛和行人自由進出及通行黃色範圍,並確保不會因為執行批地文件特別條件第(8)條規定的工程等而干預或阻礙此等通行權;及(ii)自費管理及維修黃色範圍、構築物4(定義以批地文件特別條件第(8)(a)(i)(II)條所訂為準)、批地文件特別條件第(30)(a)(ii)條所載的停車處和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器,以令地政總署署長滿意。
- (b) 第一業主(不包括其受讓人)時刻須允許九龍內地段第9928號之上已建或擬建的一座或多座建築物的住戶或佔用人及彼等各真正實客、訪客或獲邀人士暢通無阻地免付費用步行或乘坐輪椅經批地文件所夾附圖則顯示並標明為P1點或P2點進出黃色範圍作所有合法用途,從而通行往返現存小巷(定義以批地文件特別條件第(9)(b)條所訂為準)。

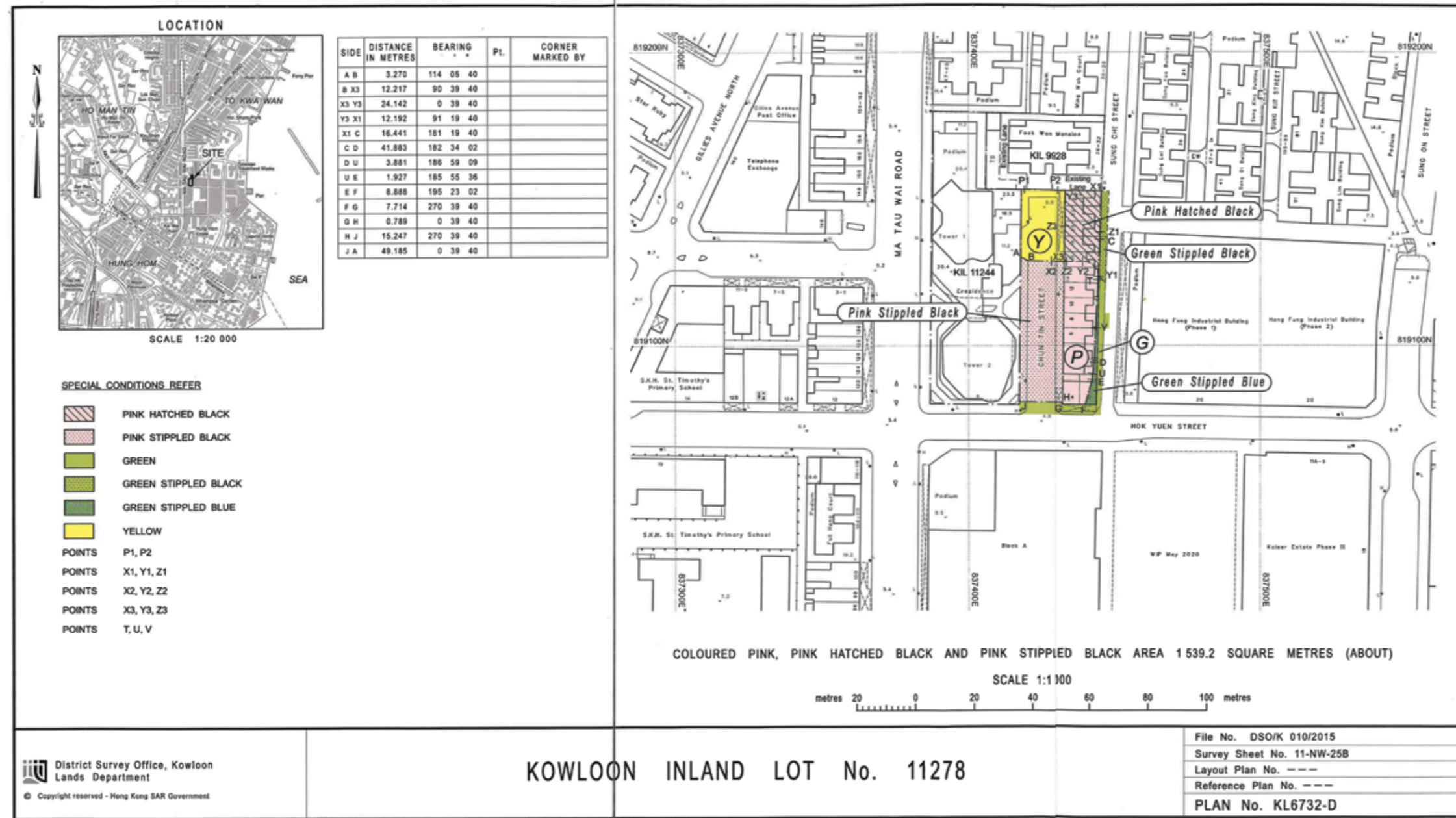
註:

1. 本圖則節錄批地文件所夾附圖則。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

The plan annexed to the Land Grant :
批地文件的附圖：



Legend 圖例：

-  Pink Hatched Black
粉紅色間黑斜線
-  Pink Stippled Black
粉紅色加黑點
-  Green
綠色
-  Green Stippled Black
綠色加黑點
-  Green Stippled Blue
綠色加藍點
-  Yellow
黃色

District Survey Office, Kowloon
Lands Department
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KOWLOON INLAND LOT No. 11278

File No. DSO/K 010/2015
Survey Sheet No. 11-NW-25B
Layout Plan No. ---
Reference Plan No. ---
PLAN No. KL6732-D

Date : 01/06/2021

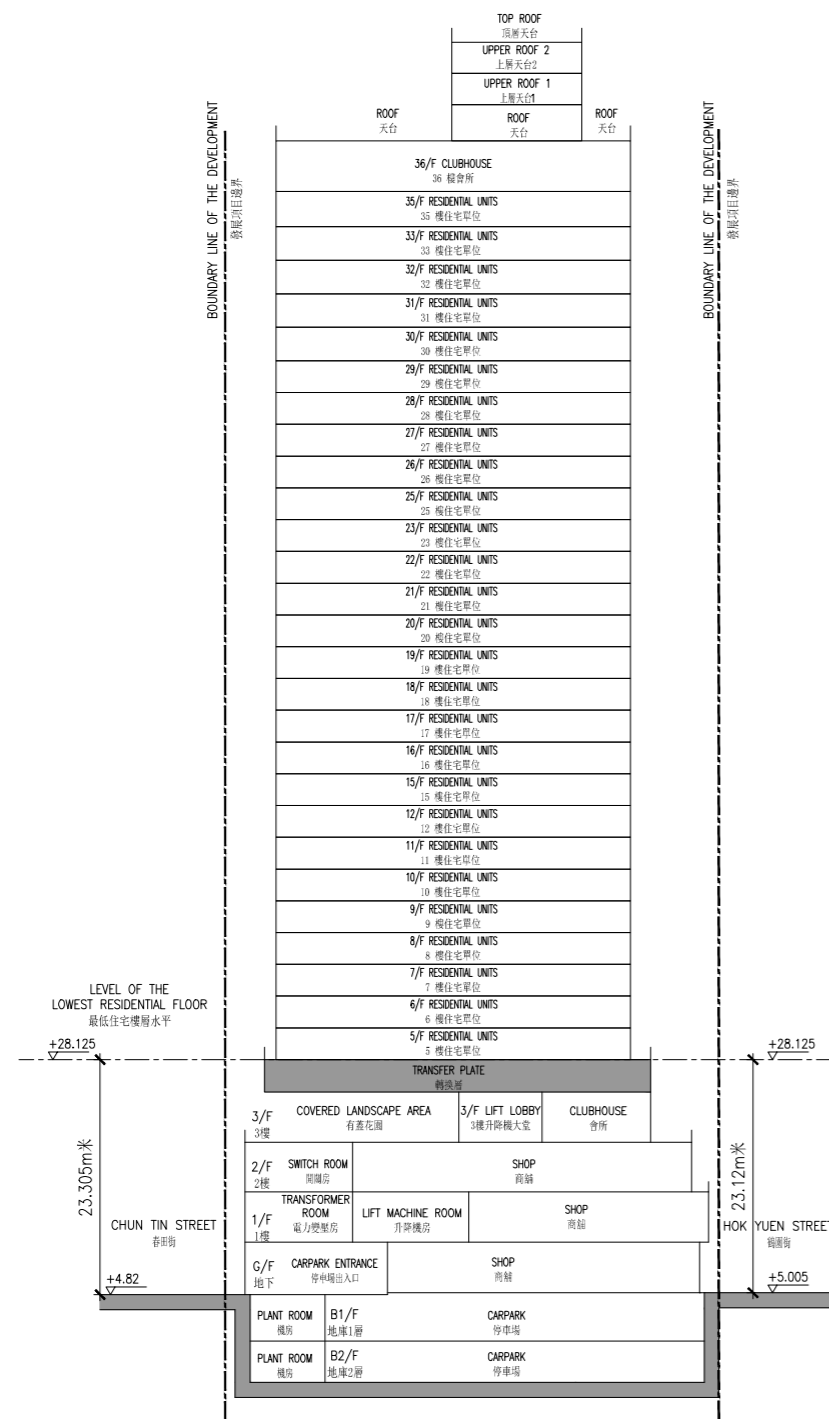
WARNING TO PURCHASERS

對買方的警告

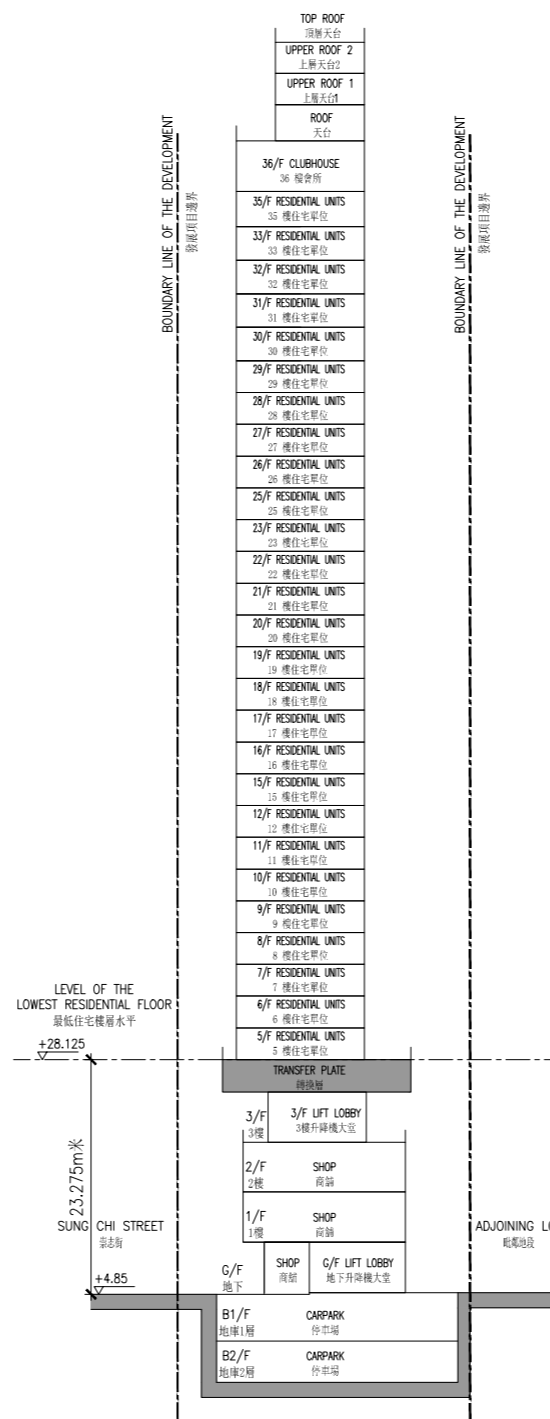
1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser –
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 4. In the case of paragraph 3 (ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
1. 現特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
 2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 —
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 4. 如屬3(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

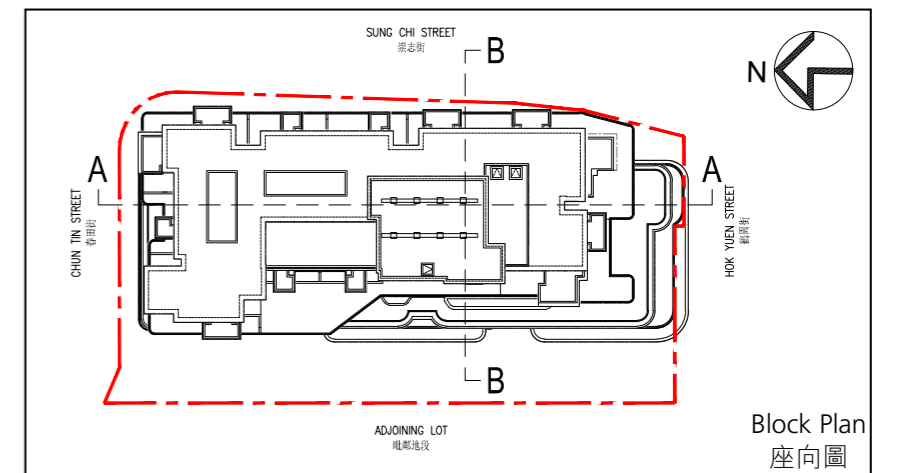
發展項目中的建築物的橫截面圖



CROSS-SECTION A
橫截面圖 A



CROSS-SECTION B
橫截面圖 B



Boundary line of the Development
發展項目邊界

1. ▽ denotes height (in metres) above the Hong Kong Principal Datum (HKPD).
2. - - - Dotted line denotes the lowest residential floor of the building.
3. The part of Chun Tin Street adjacent to the building is 4.820 metres above the Hong Kong Principal Datum (HKPD).
4. The part of Hok Yuen Street adjacent to the building is 5.005 metres above the Hong Kong Principal Datum (HKPD).
5. The part of Sung Chi Street adjacent to the building is 4.850 metres above the Hong Kong Principal Datum (HKPD).

1. ▽ 代表香港主水平基準以上的高度(米)。
2. - - - 虛線代表期數中建築物之最低住宅樓層水平。
3. 毗連建築物的一段春田街為香港主水平基準以上4.820米。
4. 毗連建築物的一段鶴園街為香港主水平基準以上5.005米。
5. 毗連建築物的一段崇志街為香港主水平基準以上4.850米。

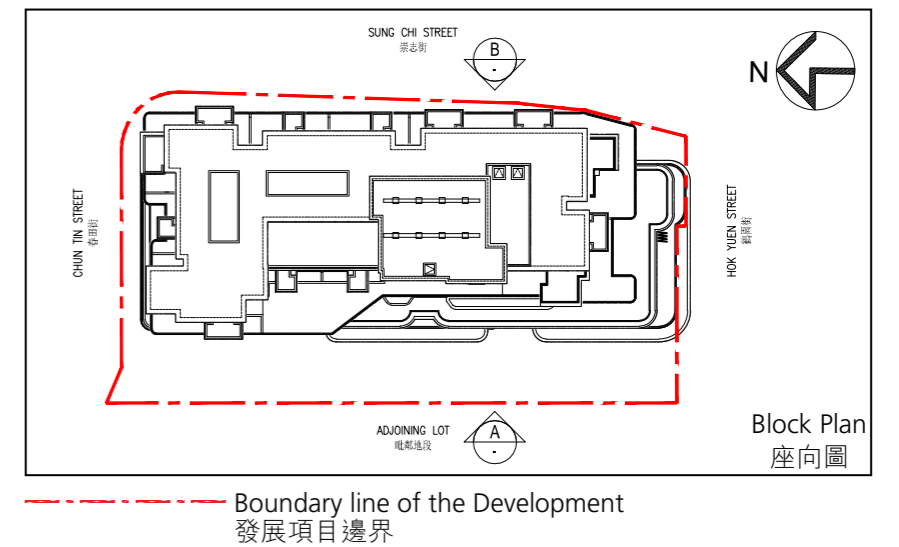
ELEVATION PLAN
立面圖



ELEVATION A
立面圖 A



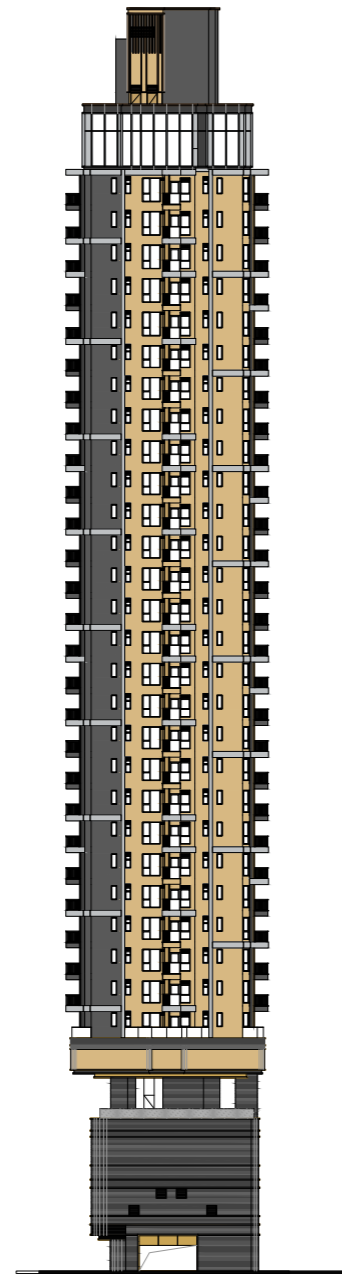
ELEVATION B
立面圖 B



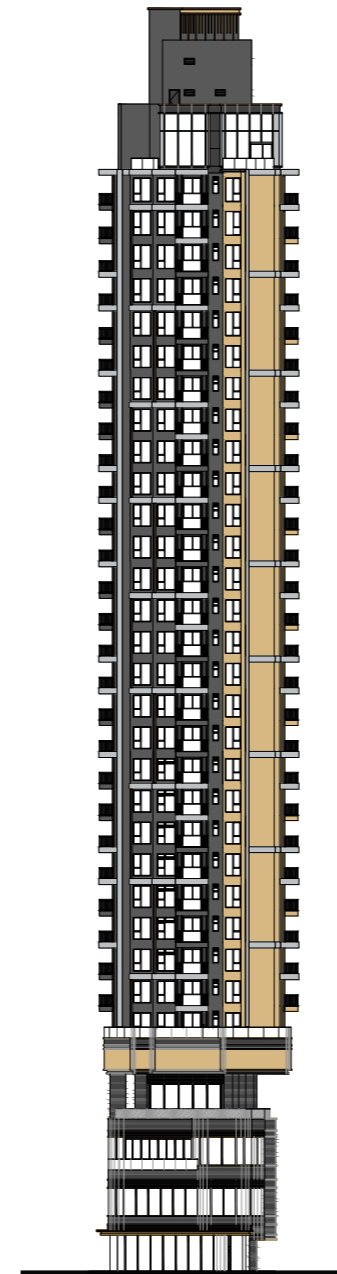
It has been certified by the Authorized Person for the Development that the above elevations:
(a) are prepared on the basis of the approved building plans for the Development as of 6 September 2023; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士已經證明該等立面：
(a) 以2023年9月6日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
(b) 大致上與發展項目的外觀一致。

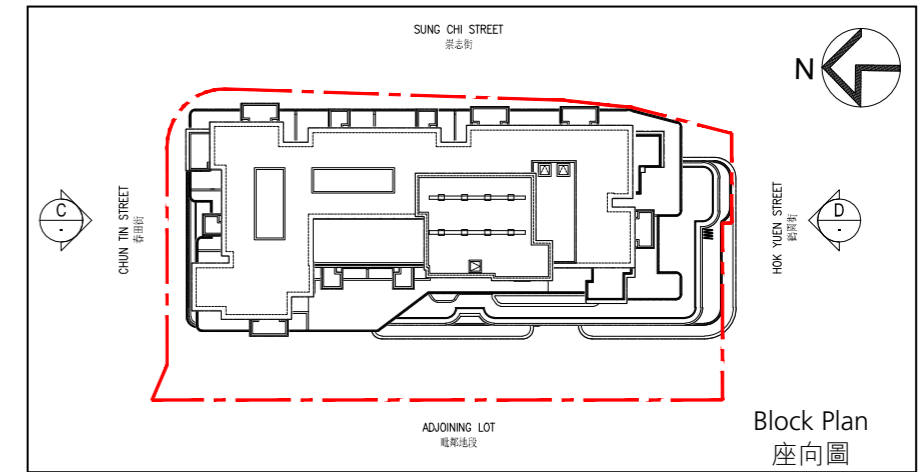
ELEVATION PLAN
立面圖



ELEVATION C
立面圖 C



ELEVATION D
立面圖 D



Boundary line of the Development
發展項目邊界

It has been certified by the Authorized Person for the Development that the above elevations:
(a) are prepared on the basis of the approved building plans for the Development as of 6 September 2023; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士已經證明該等立面：
(a) 以2023年9月6日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
(b) 大致上與發展項目的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT

發展項目中的公用設施的資料

Category of Common Facilities 公用設施的類別	Covered Area 有蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Uncovered Area 無蓋面積 sq. m. 平方米 (sq. ft. 平方呎)
Residents' Clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	443.989 (4,779)	Not applicable 不適用
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	Not applicable 不適用	Not applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	424.018 (4,564)	110.393 (1,188)

Note 附註:

The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.

上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閱覽圖則及公契

1. The address of the website on which copies of the Outline Zoning Plans and Development Scheme Plans relating to the Development are available:
www.ozp.tpb.gov.hk.
 2. A copy of the latest draft of the deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold. The inspection is free of charge.
1. 備有關乎本發展項目的分區計劃大綱圖及發展計劃圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
 2. 指明住宅物業的公契在將指明住宅物業提供出售的日期的最新擬稿的文本將存放在指明住宅物業的售樓處，以供閱覽。無須為閱覽付費。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

1. Exterior Finishes				
Item	Description			
(a)	External Wall	Type of finishes	Ceramic tiles, aluminium cladding and aluminium architectural feature	
(b)	Window	Material of frame	Aluminium frames with fluorocarbon coating	
		Material of glass	Living Room, Dining Room and Bedroom	Insulated Glass Unit (IGU) with low-e coating
			Bathroom (if any window)	Obscured heat strengthened glass
			Kitchen	Heat Strengthened glass
(c)	Bay Window	Material of bay window	Not applicable	
		Material of window sill finishes	Not applicable	
(d)	Planter	Type of finishes	Not applicable	
(e)	Verandah or Balcony	(i) Type of finishes of Balcony	Balcony	Clear laminated tempered glass balustrade fitted with aluminium top rail
			Wall	Ceramic tiles and aluminium cladding
			Floor	Homogenous tiles
			Ceiling	External paint on plaster
		(ii) Whether Balcony is covered	Balcony is covered	
		Verandah	Not applicable	
(f)	Drying Facilities for Clothing	Type	Folding type drying rack	
		Material	Aluminium	

1. 外部裝修物料				
細項	描述			
(a)	外牆	裝修物料的類型	瓷磚、鋁質飾面板及鋁質建築裝飾	
(b)	窗	框的用料	氟化碳噴塗鋁質窗框	
		玻璃的用料	客廳、飯廳及睡房	雙層中空低輻射鍍膜玻璃
			浴室 (如有窗)	磨砂半鋼化玻璃
	廚房	半鋼化玻璃		
(c)	窗台	窗台用料	不適用	
		窗台板的裝修物料	不適用	
(d)	花槽	裝修物料的類型	不適用	
(e)	陽台或露台	(i)露台裝修物料的類型	露台	圍欄裝設夾層鋼化清玻璃配以鋁質頂欄
			牆壁	瓷磚及鋁質飾面板
			地板	同質磚
			天花板	批盪及外牆漆
		(ii)露台是否有蓋	露台均有蓋	
		陽台	不適用	
(f)	乾衣設施	類型	摺疊式晾衣架	
		用料	鋁質	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes				
Item	Description			
(a) Lobby	Type of finishes			
		Wall	Floor	Ceiling
	G/F Residential Lift Lobby	Natural stone, timber veneer, wallpaper and metal	Natural stone	Gypsum board false ceiling with emulsion paint
	Residential Lift Lobby	Wooden pattern plastic laminate, wallpaper, metal and decorative glass	Porcelain tiles	Gypsum board false ceiling with emulsion paint and wooden pattern plastic laminate
(b) Internal wall and ceiling	Type of finishes			
		Wall	Ceiling	
	Living Room and Dining Room	Emulsion paint on plaster to exposed surfaces	Emulsion paint on plaster to exposed surfaces	
	Bedroom	Emulsion paint on plaster to exposed surfaces	Emulsion paint on plaster to exposed surfaces	
(c) Internal floor	Material			
		Floor	Skirting	
	Living Room and Dining Room	Porcelain tiles	Hard wood	
	Bedroom	Porcelain tiles	Hard wood	
(d) Bathroom	Type of finishes			
		Wall	Floor	Ceiling
	(i) Type of finishes	Porcelain tiles to exposed surfaces up to false ceiling level	Porcelain tiles and natural stone to exposed surfaces	Aluminium false ceiling to exposed surfaces
	(ii) Whether the wall finishes run up to the ceiling	No		

2. 內部裝修物料				
細項	描述			
(a) 大堂	裝修物料的類型			
		牆壁	地板	天花板
	地下住宅升降機大堂	天然石材、木皮、牆紙及金屬	天然石材	石膏板假天花髹上乳膠漆
	住宅升降機大堂	木紋膠板、牆紙、金屬及裝飾玻璃	高溫瓷質磚	石膏板假天花髹上乳膠漆及木紋膠板
(b) 內牆及天花板	裝修物料的類型			
		牆壁	天花板	
	客廳及飯廳	外露表面批盪再髹乳膠漆	外露表面批盪再髹乳膠漆	
	睡房	外露表面批盪再髹乳膠漆	外露表面批盪再髹乳膠漆	
(c) 內部地板	用料			
		地板	牆腳線	
	客廳及飯廳	高溫瓷質磚	實木	
	睡房	高溫瓷質磚	實木	
(d) 浴室	裝修物料的類型			
		牆壁	地板	天花板
	裝修物料的類型	外露部分鋪砌高溫瓷質磚至假天花	外露部分鋪砌高溫瓷質磚及天然石材	外露部分以鋁質假天花覆蓋
	牆壁的裝修物料是否鋪至天花板	否		

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes						
Item		Description				
(e)	Kitchen	(i) Type of finishes				
			Wall	Floor	Ceiling	Cooking Bench
		Open Kitchen	Glass and plastic laminate finish to exposed surfaces	Porcelain tiles to exposed surfaces	Emulsion paint on plaster to exposed surfaces	Solid surfacing material
		Kitchen	Glass and porcelain tiles to exposed surfaces up to false ceiling level	Porcelain tiles to exposed surfaces	Aluminium false ceiling to exposed surfaces	Solid surfacing material
	(ii) Whether the wall finishes run up to the ceiling	No				

2. 內部裝修物料						
細項		描述				
(e)	廚房	(i) 裝修物料的類型				
			牆壁	地板	天花板	灶台
		開放式廚房	外露部分鋪砌玻璃及膠板飾面	外露部分鋪砌高溫瓷質磚	外露部分批盪及髹乳膠漆	實心面材
		廚房	外露部分鋪砌玻璃及高溫瓷質磚至假天花	外露部分鋪砌高溫瓷質磚	外露部分以鋁質假天花覆蓋	實心面材
	(ii) 牆壁的裝修物料是否鋪至天花板	否				

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings					
Item	Description				
(a)	Doors	Location	Material	Finishes	Accessories
		Main Entrance Door	Solid core timber door	Plastic laminate finish and metal	Lockset with handle, hinges, door stopper, door closer and door viewer
		Bedroom Door	Hollow core timber door	Plastic laminate finish	Lockset, handle, hinges and door stopper
		Bathroom Door	Hollow core timber door	Applicable to all flats, except Flat A, F and H: Plastic laminate finish and metal For Flat A, F and H only: Plastic laminate finish	Lockset, handle, hinges and door stopper
		Kitchen Door	Solid core timber door	Plastic laminate finish and metal with glass vision panel	Handle, hinges, door stopper and door closer
		Balcony and Utility Platform Door	Applicable to all flats with Balcony and Utility Platform, except Flat A on 8/F-12/F and 15/F: Aluminium framed with glass sliding door	Fluorocarbon coating	Sliding door track system, lockset and handle
			For Flat A on 8/F-12/F and 15/F only: Aluminium framed with glass swing door	Fluorocarbon coating	Lockset, hinges and handle
		Balcony Door	Aluminium framed with glass swing door	Fluorocarbon coating	Lockset, hinges and handle
		Flat Roof Door	Applicable to all flats with Flat Roof, except Flat D, E, G, J and K on 5/F: Aluminium framed with glass sliding door	Fluorocarbon coating	Sliding door track system, lockset and handle
			For Flat D, E, G, J and K on 5/F only: Aluminium framed with glass swing door	Fluorocarbon coating	Lockset, hinges and handle

3. 室內裝置					
細項	描述				
(a)	門	位置	用料	裝修物料	配件
		單位入口大門	實心木門	膠板飾面及金屬	門鎖連手柄、門鉸、門擋、氣鼓及防盜眼
		睡房門	空心木門	膠板飾面	門鎖、手柄、門鉸及門擋
		浴室門	空心木門	適用於所有的單位，除A、F及H單位：膠板飾面及金屬 只適用A、F及H單位：膠板飾面	門鎖、手柄、門鉸及門擋
		廚房門	實心木門	膠板飾面及金屬配玻璃視窗	手柄、門鉸、門擋及氣鼓
		露台及工作平台門	適用於所有有露台及工作平台的單位，除8樓至12樓及15樓A單位：鋁質門框配玻璃趟門	氟化碳噴塗	趟門軌道套裝、門鎖及手柄
			只適用於8樓至12樓及15樓A單位：鋁質門框配玻璃掩門	氟化碳噴塗	門鎖、門鉸及手柄
		露台門	鋁質門框配玻璃掩門	氟化碳噴塗	門鎖、門鉸及手柄
		平台門	適用於所有有平台的單位，除5樓D、E、G、J及K單位：鋁質門框配玻璃趟門	氟化碳噴塗	趟門軌道套裝、門鎖及手柄
			只適用於5樓D、E、G、J及K單位：鋁質門框配玻璃掩門	氟化碳噴塗	門鎖、門鉸及手柄

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item	Description		
(b) Bathroom	(i) Type and material of fittings and equipment	Type	Material
		Basin countertop	Solid surfacing material
		Vanity cabinet	Timber vanity cabinet with plastic laminate finish and metal
		Mirror cabinet	Timber mirror cabinet with plastic laminate finishes and metal
		Wash basin mixer	Metal
		Water closet	Vitreous china water closet completed with plastic seat and cover
		Wash basin	Vitreous china
		Toilet paper holder	Metal
		Robe hook	Metal
	(ii) Type and material of water supply system	Cold Water Supply	Copper water pipes
		Hot Water Supply	Copper water pipes with thermal insulation
	(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)	Shower set	Metal
		Shower cubicle	Tempered glass and metal soap holder
		Bathtub	Not applicable
	(iv) Size of bath tub, if applicable	Not applicable	

3. 室內裝置			
細項	描述		
(b) 浴室	(i) 裝置及設備的類型及用料	類型	用料
		洗手盆檯面	實心面材
		面盆櫃	木製面盆櫃配膠板飾面及金屬
		鏡櫃	木製鏡櫃配膠板飾面及金屬
		洗手盆水龍頭	金屬
		坐廁	搪瓷座廁配塑膠廁板及蓋
		洗手盆	搪瓷
		廁紙架	金屬
		掛勾	金屬
	(ii) 供水系統的類型及用料	冷水供應	銅喉
		熱水供應	隔熱絕緣保護之銅喉
	(iii) 沐浴設施的類型及用料(包括花灑或浴缸(如適用的話))	花灑套裝	金屬
		淋浴間	強化玻璃及金屬肥皂架
		浴缸	不適用
	(iv) 浴缸大小(如適用的話)	不適用	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings				
Item	Description			
(c) Kitchen*			Material	
	(i) Material of sink unit	Metal		
	(ii) Material of water supply system	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply		
		Material	Finishes	Flat
	(iii) Material and finishes of kitchen cabinet	Timber cabinet	Solid surfacing countertop, high gloss acrylic finish, glass wall finish and metal skirting	see Schedule 1
		Timber cabinet	Solid surfacing countertop, high gloss acrylic finish and plastic laminate finish, glass wall finish and metal skirting	see Schedule 2
(iv) Type of all other fittings and equipment	Other Fittings	Hot and cold water metal sink mixer		
	Other equipment	Ceiling-mounted smoke detector and sprinkler head are fitted in or near Open Kitchen		
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Not applicable		
(e) Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"		
(f) Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"		
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Electrical Fittings	Faceplate for all switches and power sockets are provided	
		Safety Devices	Single phase electricity supply with miniature circuit breaker distribution board is provided for Flat A, B, C, D, E, F and H Three phases electricity supply with miniature circuit breaker distribution board is provided for Flat G, J and K	
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Other than those part of the conduits concealed within concrete, the rest of them are exposed. The exposed conduit may be covered or hidden by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.		
	(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"		

3. 室內裝置				
細項	描述			
(c) 廚房*			用料	
	(i) 洗滌盆的用料	金屬		
	(ii) 供水系統的用料	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉		
		用料	裝修物料	單位
	(iii) 廚櫃的用料及裝修物料	木製櫃	實心面材枱面、高光亞克力飾面、玻璃牆身飾面及金屬腳線	見附表1
		木製櫃	實心面材枱面、高光亞克力飾面及膠板飾面、玻璃牆身飾面及金屬腳線	見附表2
(iv) 所有其他裝置及設備的類型	其他裝置	金屬冷熱水龍頭		
	其他設備	開放式廚房內或附近的天花設置煙霧探測器及消防花灑頭		
(d) 睡房	裝置的類型及用料 (包括嵌入式衣櫃)	不適用		
(e) 電話	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」		
(f) 天線	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」		
(g) 電力裝置	(i) 供電附件 (包括安全裝置)	供電附件	提供所有開關掣及插座之面板	
		安全裝置	提供單相電力並裝妥微型斷路器配電箱於A、B、C、D、E、F及H單位 提供三相電力並裝妥微型斷路器配電箱於G、J及K單位	
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露。除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆蓋層、非混凝土間隔牆、指定之管道槽或其他物料遮蓋或暗藏。		
	(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」		

Note 附註：

1. * 'Kitchen' is applicable to both Kitchen and Open Kitchen.

* 「廚房」適用於所有廚房及開放式廚房。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule 1:
Applicable to all flats as default provisions, save
and except the flats set out in Schedule 2 below.

Schedule 2:
Not applicable

附表1：
為預設裝置，適用於所有的單位（除了下面附表2中的單位）。

附表2：
不適用

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item		Description	
(h)	Gas supply	Type	Towngas
		System	Gas supply pipe is provided and connected to gas hob and gas water heater for Flat A, B, C, D, E, F and H
		Location	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"
(i)	Washing machine connection point	Location	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"
		Design	Drain point and water point are provided for the washing machine
(j)	Water supply	(i) Material of water pipes	Copper water pipes for cold water supply, copper water pipes with thermal insulation for hot water supply and UPVC pipes for flushing water supply
		(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those part of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
		(iii) Whether hot water is available	Hot water supply is available

3. 室內裝置			
細項	描述		
(h)	氣體供應	類型	煤氣
		系統	提供煤氣喉並接駁至煤氣煮食爐及煤氣熱水爐於A、B、C、D、E、F及H單位
		位置	請參閱「住宅單位機電裝置數量說明表」
(i)	洗衣機接駁點	位置	請參閱「住宅單位機電裝置數量說明表」
		設計	設有洗衣乾衣機去水及來水接駁點
(j)	供水	(i) 水管的用料	冷水喉採用銅喉，熱水喉採用隔熱絕緣保護之銅喉及咸水喉採用膠喉
		(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露。除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆蓋層、非混凝土間隔牆、指定之管道槽或其他物料遮蓋或暗藏。
		(iii) 有否熱水供應	有熱水供應

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous				
Item	Description			
(a) Lifts	(i) Brand name	Hitachi		
	(ii) Model number	MCA-900-CO180 (THRU)		
	(iii) Number of lifts	3		
	(iv) Floor served by the lifts	Lift-T-1 : G/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-36/F Lift-T-2 : B2/F, B1/F, G/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F and 35/F-36/F Lift-T-3 : B2/F, B1/F, G/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F and Roof		
(b) Letter box	Material	Metal		
(c) Refuse collection	(i) Means of refuse collection	Collection of refuse by cleaners.		
	(ii) Location of refuse room	Refuse Storage and Material Recovery Room is provided at each residential floor. Refuse Storage and Material Recovery Chamber is provided at G/F.		
(d) Water meter, electricity meter and gas meter		Water Meter	Electricity Meter	Gas Meter
	(i) Location	Inside Water Meter Cabinet at the respective residential floor	Inside Electric Meter Room at the respective residential floor	Inside Kitchen (Not applicable to all Open Kitchen)
	(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter

5. Security Facilities

Item	Description	
Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Each residential flat is equipped with a video door phone system and connected to visitor panel at G/F Residential Entrance Lobby. Access card reader are installed at residential entrance at G/F lobby
	CCTV	CCTV system are provided at G/F Residential Entrance Lobby, lifts and common areas which are connected to Guard Room

6. Appliances

Item	Description
Appliance	For brand names and model numbers of appliances, please refer to "Appliances Schedule".

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

4. 雜項

細項	描述			
(a) 升降機	(i) 品牌名稱	日立		
	(ii) 產品型號	MCA-900-CO180 (THRU)		
	(iii) 升降機的數目	3		
	(iv) 到達的樓層	升降機-T-1 : 地下、3樓、5樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 升降機-T-2 : 地庫2層、地庫1層、地下、3樓、5樓至12樓、15樓至23樓、25樓至33樓及35樓至36樓 升降機-T-3 : 地庫2層、地庫1層、地下、3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至36樓及天台		
(b) 信箱	用料	金屬		
(c) 垃圾收集	(i) 垃圾收集的方法	由清潔工人收集垃圾		
	(ii) 垃圾房的位置	垃圾及物料回收室設於每層住宅樓層。 垃圾及物料回收房設於地下。		
(d) 水錶、電錶及氣體錶		水錶	電錶	氣體錶
	(i) 位置	各住宅樓層之水錶櫃內	各住宅樓層之電錶房內	廚房內 (不適用於所有開放式廚房)
	(ii) 就住宅單位而言是獨立或公用的錶	獨立錶	獨立錶	獨立錶

5. 保安設施

細項	描述	
保安系統及設備 (包括嵌入式的裝備的細節及其位置)	入口通道控制及保安系統	每個住宅單位均設有視像對講機，並連接至地下住宅大堂之視像對講機系統。門禁讀卡器安裝於地下大堂住宅入口處
	閉路電視	閉路電視系統提供於地下住宅入口大堂，升降機及公共空間，並連接警衛室

6. 設備

細項	描述
設備	有關設備品牌名稱及產品型號，請參考「設備表」。

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	5/F 5樓									
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Kitchen, Open Kitchen and Bathroom Appliances Schedule 廚房、開放式廚房及浴室設備表													
1	2-burner Gas Hob 二頭煤氣煮食爐	Whirlpool 惠而浦	AWK231/BT	1	1	1	1	1	1	--	1	--	--
2	1-burner Gas Hob 一頭煤氣煮食爐	Whirlpool 惠而浦	AWK131/BT	1	1	1	1	1	1	--	1	--	--
3	Induction Hob 電磁爐	PHILCO 飛歌	PH235IC	--	--	--	--	--	--	1	--	1	1
4	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR273.1/IX	1	-	1	1	1	1	1	1	1	1
	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR473.1/IX	-	1	-	-	-	-	-	-	-	-
5	Microwave Oven 微波爐	GOENJE	BM201AG1BG	1	1	1	1	1	1	1	1	1	1
6	2-in-1 Washer & Dryer 二合一洗衣、乾衣機	PHILCO 飛歌	PWD8514VU	1	1	1	1	1	1	1	1	1	1
7	Refrigerator 雪櫃	PHILCO 飛歌	PFTM26SV	1	1	1	1	1	1	1	1	1	1
8	Exhaust Fan 抽氣扇	KDK	15WHC08	2	2	1	1	1	2	--	2	--	--
		Wolter	RA150-13	--	--	1	1	1	--	1	--	1	1
9	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	1	1	1	1	1	1	1	1	1	1
Water Heater Appliances Schedule 熱水爐設備表													
10	Gas Water Heater 煤氣熱水爐	TGC 煤氣	TNJW161TFL	1	1	--	--	--	--	--	--	--	--
			TNJW161TFQL	--	--	1	1	1	1	--	1	--	--
11	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHE24	--	--	--	--	--	--	1	--	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

賣方承諾如該發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note 附註:

1. The numbers as shown in the above table denotes "the number of appliances provided".
上表之數字代表提供的裝備數量。

2. The symbol "--" as shown in the above table denotes "not provided".
上表 "--" 代表不提供。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	5/F 5樓									
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Air-conditioning Appliances Schedule 冷氣設備表													
12	2hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-18J2KV-HK	1	--	1	--	--	1	--	--	--	--
13	2hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-18J2AV-HK	1	--	1	--	--	1	--	--	--	--
14	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-24J2KV-HK	--	--	--	--	--	--	--	1	--	--
15	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-24J2AV-HK	--	--	--	--	--	--	--	1	--	--
16	1hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M10N4KV	1	2	2	1	1	1	1	1	1	1
17	1.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M13N4KV	1	1	--	--	--	1	--	1	--	--
18	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	1	--	1	1	--	--	--	--	--
19	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	--	--	--	--	--	1	--	1	1
20	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-2M18S3AV-E	--	--	1	--	--	--	--	--	--	--
21	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	1	1	--	--	--	1	--	1	--	--
22	3hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	--	1	--	1	1	--	--	--	--	--
23	3.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-5M34S3AV-E	--	--	--	--	--	--	1	--	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.
賣方承諾如該發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note 附註:

1. The numbers as shown in the above table denotes "the number of appliances provided".
上表之數字代表提供的裝備數量。

2. The symbol "--" as shown in the above table denotes "not provided".
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Kitchen, Open Kitchen and Bathroom Appliances Schedule 廚房、開放式廚房及浴室設備表													
1	2-burner Gas Hob 二頭煤氣煮食爐	Whirlpool 惠而浦	AWK231/BT	1	1	1	1	1	1	--	1	--	--
2	1-burner Gas Hob 一頭煤氣煮食爐	Whirlpool 惠而浦	AWK131/BT	1	1	1	1	1	1	--	1	--	--
3	Induction Hob 電磁爐	PHILCO 飛歌	PH235IC	--	--	--	--	--	--	1	--	1	1
4	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR273.1/IX	1	-	1	1	1	1	1	1	1	1
	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR473.1/IX	-	1	-	-	-	-	-	-	-	-
5	Microwave Oven 微波爐	GOENJE	BM201AG1BG	1	1	1	1	1	1	1	1	1	1
6	2-in-1 Washer & Dryer 二合一洗衣、乾衣機	PHILCO 飛歌	PWD8514VU	1	1	1	1	1	1	1	1	1	1
7	Refrigerator 雪櫃	PHILCO 飛歌	PFTM26SV	1	1	1	1	1	1	1	1	1	1
8	Exhaust Fan 抽氣扇	KDK	15WHC08	2	2	1	1	1	2	--	2	--	--
		Wolter	RA150-13	--	--	1	1	1	--	1	--	1	1
9	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	1	1	1	1	1	1	1	1	1	1
Water Heater Appliances Schedule 熱水爐設備表													
10	Gas Water Heater 煤氣熱水爐	TGC 煤氣	TNJW161TFL	1	1	--	--	--	--	--	--	--	--
			TNJW161TFQL	--	--	1	1	1	1	--	1	--	--
11	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHE24	--	--	--	--	--	--	1	--	1	1

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Air-conditioning Appliances Schedule 冷氣設備表													
12	2hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-18J2KV-HK	1	--	1	--	--	1	--	--	--	--
13	2hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-18J2AV-HK	1	--	1	--	--	1	--	--	--	--
14	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-24J2KV-HK	--	--	--	--	--	--	--	1	--	--
15	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-24J2AV-HK	--	--	--	--	--	--	--	1	--	--
16	1hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M10N4KV	1	2	2	1	1	1	1	1	1	1
17	1.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M13N4KV	1	1	--	--	--	1	--	1	--	--
18	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	1	--	1	1	--	--	--	--	--
19	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	--	--	--	--	--	1	--	1	1
20	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-2M18S3AV-E	--	--	1	--	--	--	--	--	--	--
21	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	1	1	--	--	--	1	--	1	--	--
22	3hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	--	1	--	1	1	--	--	--	--	--
23	3.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-5M34S3AV-E	--	--	--	--	--	--	1	--	1	1

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Note 附註:

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	30/F-33/F & 35/F 30樓至33樓及35樓							
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Kitchen, Open Kitchen and Bathroom Appliances Schedule 廚房、開放式廚房及浴室設備表											
1	2-burner Gas Hob 二頭煤氣煮食爐	Whirlpool 惠而浦	AWK231/BT	1	1	1	1	1	1	--	1
2	1-burner Gas Hob 一頭煤氣煮食爐	Whirlpool 惠而浦	AWK131/BT	1	1	1	1	1	1	--	1
3	Induction Hob 電磁爐	PHILCO 飛歌	PH235IC	--	--	--	--	--	--	1	--
4	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR273.1/IX	1	-	1	1	1	1	1	1
	Kitchen Hood 抽油煙機	Whirlpool 惠而浦	AKR473.1/IX	-	1	-	-	-	-	-	-
5	Microwave Oven 微波爐	GOENJE	BM201AG1BG	1	1	1	1	1	1	1	1
6	2-in-1 Washer & Dryer 二合一洗衣、乾衣機	PHILCO 飛歌	PWD8514VU	1	1	1	1	1	1	1	1
7	Refrigerator 雪櫃	PHILCO 飛歌	PFTM26SV	1	1	1	1	1	1	1	1
8	Exhaust Fan 抽氣扇	KDK	15WHC08	2	2	1	1	1	2	--	2
		Wolter	RA150-13	--	--	1	1	1	--	1	--
9	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	1	1	1	1	1	1	1	1
Water Heater Appliances Schedule 熱水爐設備表											
10	Gas Water Heater 煤氣熱水爐	TGC 煤氣	TNJW161TFL	1	1	--	--	--	--	--	--
			TNJW161TFQL	--	--	1	1	1	1	--	1
11	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHE24	--	--	--	--	--	--	1	--

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Note 附註:

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備表

Item 項目	Appliances 設備	Brand 品牌	Model 型號	30/F-33/F & 35/F 30樓至33樓及35樓							
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Air-conditioning Appliances Schedule 冷氣設備表											
12	2hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-18J2KV-HK	1	--	1	--	--	1	--	--
13	2hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-18J2AV-HK	1	--	1	--	--	1	--	--
14	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-24J2KV-HK	--	--	--	--	--	--	--	1
15	2.5hp Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-24J2AV-HK	--	--	--	--	--	--	--	1
16	1hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M10N4KV	1	2	2	1	1	1	1	1
17	1.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 一匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M13N4KV	1	1	--	--	--	1	--	1
18	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	1	--	1	1	--	--	--
19	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Indoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室內機	Toshiba 東芝	RAS-M22N4KV	--	--	--	--	--	--	1	--
20	2hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-2M18S3AV-E	--	--	1	--	--	--	--	--
21	2.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 兩匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	1	1	--	--	--	1	--	1
22	3hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-3M26S3AV-E	--	1	--	1	1	--	--	--
23	3.5hp Multi-Split Type Air Conditioner (Inverter Heat Pump) Outdoor Unit 三匹半多聯分體式冷氣機(變頻冷暖)室外機	Toshiba 東芝	RAS-5M34S3AV-E	--	--	--	--	--	--	1	--

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

賣方承諾如該發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note 附註:

1. The numbers as shown in the above table denotes "the number of appliances provided".
上表之數字代表提供的裝備數量。

2. The symbol "--" as shown in the above table denotes "not provided".
上表 "--" 代表不提供。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	5/F 5樓										6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	6	7	7	6	6	7	4	7	3	3	5	6	6	5	5	6	3	6	3	3
	Lighting Point 燈位	4	4	4	3	3	4	3	5	3	3	4	4	4	3	3	4	3	5	3	3
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Data Outlet 數據插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	4	4	4	3	3	4	2	4	2	2	4	4	4	3	3	4	2	4	2	2
	Double Pole Switch (Exhaust Fan & Gas Water Heater, with Pilot Light) 雙極開關掣(抽氣扇及煤氣熱水爐， 附有指示燈)	1	1	1	1	1	1	NA	1	NA	NA	1	1	1	1	1	1	NA	1	NA	NA
	Double Pole Switch (Electric Water Heater, with Pilot Light) 雙極開關掣(電熱水爐，附有指示燈)	NA	NA	NA	NA	NA	NA	1	NA	1	1	NA	NA	NA	NA	NA	NA	1	NA	1	1
	Double Pole Switch (Exhaust Fan & Thermo Ven- tilator, with Pilot Light) 雙極開關掣(抽氣扇及浴室寶，附有 指示燈)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Air Quality Sensor 空氣質素感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Video Door Phone 視像對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony 露台	Lighting Point 燈位	NA	NA	NA	NA	NA	NA	NA	NA	NA	2	2	2	1	1	2	1	2	1	1	

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	5/F 5樓										6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	1	1	2	1	2	1	1	2	2	2	1	1	2	1	2	1	1
	Data Outlet 數據插座	2	2	2	1	1	2	1	2	1	1	2	2	2	1	1	2	1	2	1	1
	TV/FM Outlet 電視/電台天線插座	2	2	2	1	1	2	1	2	1	1	2	2	2	1	1	2	1	2	1	1
	13A Twin Socket Outlet 13A 雙位電插座	NA	NA	NA	1	1	NA	1	NA	1	1	NA	NA	NA	1	1	NA	1	NA	1	1
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	2	2	2	1	1	2	1	2	1	1	2	2	2	1	1	2	1	2	1	1
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	NA	1	NA	NA	1	1	1	1	1	1	NA	1	NA	NA
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 1 睡房1	Lighting Switch 燈掣	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	Lighting Point 燈位	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	Telephone Outlet 電話插座	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	Data Outlet 數據插座	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	TV/FM Outlet 電視/電台天線插座	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	13A Twin Socket Outlet 13A 雙位電插座	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	NA	NA	1	NA	1	NA	NA	1	1	1	NA	NA	1	NA	1	NA	NA
Bedroom 2 睡房2	Lighting Switch 燈掣	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	Lighting Point 燈位	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	Telephone Outlet 電話插座	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	Data Outlet 數據插座	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	TV/FM Outlet 電視/電台天線插座	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	13A Twin Socket Outlet 13A 雙位電插座	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	5/F 5樓										6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
Bathroom 浴室	Lighting Point 燈位	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Heater Remote Control 熱水爐遙控器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Weatherproof Switch For Electric Water Heater 防水開關供電熱水爐	NA	NA	NA	NA	NA	NA	1	NA	1	1	NA	NA	NA	NA	NA	NA	1	NA	1	1
	Fused Spur Unit For Exhaust Fan 保險絲接線座供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Thermo Ventilator 保險絲接線座供浴室寶	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen or Kitchen 開放式廚房或 廚房	Lighting Point 燈位	3	3	3	3	3	3	2	3	2	2	3	3	3	3	3	3	2	3	2	2
	13A Single Socket Outlet (with USB Port) 13A 單位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Distribution Board 配電箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Double Pole Switch For Induction Hob 雙極開關掣供電磁爐	NA	NA	NA	NA	NA	NA	1	NA	1	1	NA	NA	NA	NA	NA	NA	1	NA	1	1
	Fused Spur Unit For Light Strip 保險絲接線座供燈帶	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Exhaust Fan 保險絲接線座供抽氣扇	1	1	1	1	1	1	NA	1	NA	NA	1	1	1	1	1	1	NA	1	NA	NA
	Fused Spur Unit For Kitchen Hood 保險絲接線座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Gas Hob 保險絲接線座供煤氣煮食爐	1	1	1	1	1	1	NA	1	NA	NA	1	1	1	1	1	1	NA	1	NA	NA
	Fused Spur Unit For Gas Water Heater 保險絲接線座供煤氣熱水爐	1	1	1	1	1	1	NA	1	NA	NA	1	1	1	1	1	1	NA	1	NA	NA
	13A Single Socket Outlet for Microwave Oven 13A 單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for 2-in-1 Washer & Dryer 13A 單位電插座供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Drain Point For 2-in-1 Washer & Dryer 去水位供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Point For 2-in-1 Washer & Dryer 來水位供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet For Refrigerator 13A 單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Smart Smoke Detector 智能煙霧探測器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	NA	NA	NA	NA	NA	NA	1	NA	1	1	NA	NA	NA	NA	NA	NA	1	NA	1	1
	Sprinkler head 消防花灑頭	NA	NA	NA	NA	NA	NA	3	NA	3	3	NA	NA	NA	NA	NA	NA	3	NA	3	3

Note 附註:

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上表之數字代表提供的數量。

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上表 "NA" 代表不適用。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	5/F 5樓										6/F-12/F, 15/F-23/F & 25/F-29/F 6樓至12樓、15樓至23樓及25樓至29樓									
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat K K單位
5/F Flat Roof 5樓平台	Lighting Point 燈位	7	11	6	5	5	5	2	5	1	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Air-Conditioner Platform 冷氣機平台	Double Pole Weatherproof Isolator Switch (Air Conditioner Outdoor Unit) 雙極防水刀掣(冷氣室外機)	2	2	2	1	1	2	1	2	1	1	2	2	2	1	1	2	1	2	1	1
Main Entrance 大門入口	Door Bell Push Button 門鐘襟手掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	30/F-33/F & 35/F 30樓至33樓及35樓							
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	5	6	6	5	5	6	3	6
	Lighting Point 燈位	4	4	4	3	3	4	3	5
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2
	Data Outlet 數據插座	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	4	4	4	3	3	4	2	4
	Double Pole Switch (Exhaust Fan & Gas Water Heater, with Pilot Light) 雙極開關掣(抽氣扇及煤氣熱水爐， 附有指示燈)	1	1	1	1	1	1	NA	1
	Double Pole Switch (Electric Water Heater, with pilot light) 雙極開關掣(電熱水爐，附有指示燈)	NA	NA	NA	NA	NA	NA	1	NA
	Double Pole Switch (Exhaust Fan & Thermo Ventilator, with Pilot Light) 雙極開關掣(抽氣扇及浴室寶，附有 指示燈)	1	1	1	1	1	1	1	1
	Air Quality Sensor 空氣質素感應器	1	1	1	1	1	1	1	1
	Video Door Phone 視像對講機	1	1	1	1	1	1	1	1
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	1	1
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	1	1	1	1	1
Balcony 露台	Lighting Point 燈位	2	2	2	1	1	2	1	2

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	30/F-33/F & 35/F 30樓至33樓及35樓							
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	1	1	2	1	2
	Data Outlet 數據插座	2	2	2	1	1	2	1	2
	TV/FM Outlet 電視/電台天線插座	2	2	2	1	1	2	1	2
	13A Twin Socket Outlet 13A 雙位電插座	NA	NA	NA	1	1	NA	1	NA
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	2	2	2	1	1	2	1	2
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	NA	1
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	1	1	1	1	1
Bedroom 1 睡房1	Lighting Switch 燈掣	1	1	1	NA	NA	1	NA	1
	Lighting Point 燈位	1	1	1	NA	NA	1	NA	1
	Telephone Outlet 電話插座	1	1	1	NA	NA	1	NA	1
	Data Outlet 數據插座	1	1	1	NA	NA	1	NA	1
	TV/FM Outlet 電視/電台天線插座	1	1	1	NA	NA	1	NA	1
	13A Twin Socket Outlet 13A 雙位電插座	1	1	1	NA	NA	1	NA	1
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	1	1	1	NA	NA	1	NA	1
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	1	1	1	NA	NA	1	NA	1
Bedroom 2 睡房2	Lighting Switch 燈掣	NA	1	NA	NA	NA	NA	NA	NA
	Lighting Point 燈位	NA	1	NA	NA	NA	NA	NA	NA
	Telephone Outlet 電話插座	NA	1	NA	NA	NA	NA	NA	NA
	Data Outlet 數據插座	NA	1	NA	NA	NA	NA	NA	NA
	TV/FM Outlet 電視/電台天線插座	NA	1	NA	NA	NA	NA	NA	NA
	13A Twin Socket Outlet 13A 雙位電插座	NA	1	NA	NA	NA	NA	NA	NA
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	NA	1	NA	NA	NA	NA	NA	NA
	Double Pole Switch For Air Conditioning Unit 雙極開關掣供冷氣機	NA	1	NA	NA	NA	NA	NA	NA

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".
上表之數字代表提供的數量。

2. The symbol "NA" as shown in the above table denotes "not applicable".
上表 "NA" 代表不適用。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	30/F-33/F & 35/F 30樓至33樓及35樓							
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Bathroom 浴室	Lighting Point 燈位	4	4	4	4	4	4	5	4
	13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1
	Water Heater Remote Control 熱水爐遙控器	1	1	1	1	1	1	1	1
	Weatherproof Switch For Electric Water Heater 防水開關供電熱水爐	NA	NA	NA	NA	NA	NA	1	NA
	Fused Spur Unit For Exhaust Fan 保險絲接線座供抽氣扇	1	1	1	1	1	1	1	1
	Fused Spur Unit For Thermo Ventilator 保險絲接線座供浴室寶	1	1	1	1	1	1	1	1
Open Kitchen or Kitchen 開放式廚房或廚房	Lighting Point 燈位	3	3	3	3	3	3	2	3
	13A Single Socket Outlet (with USB Port) 13A 單位電插座(附有USB接口)	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet (with USB Port) 13A 雙位電插座(附有USB接口)	1	1	1	1	1	1	1	1
	Distribution Board 配電箱	1	1	1	1	1	1	1	1
	Double Pole Switch For Induction Hob 雙極開關掣供電磁爐	NA	NA	NA	NA	NA	NA	1	NA
	Fused Spur Unit For Light Strip 保險絲接線座供燈帶	1	1	1	1	1	1	1	1
	Fused Spur Unit For Exhaust Fan 保險絲接線座供抽氣扇	1	1	1	1	1	1	NA	1
	Fused Spur Unit For Kitchen Hood 保險絲接線座供抽油煙機	1	1	1	1	1	1	1	1
	Fused Spur Unit For Gas Hob 保險絲接線座供煤氣煮食爐	1	1	1	1	1	1	NA	1
	Fused Spur Unit For Gas Water Heater 保險絲接線座供煤氣熱水爐	1	1	1	1	1	1	NA	1
	13A Single Socket Outlet for Microwave Oven 13A 單位電插座供微波爐	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for 2-in-1 Washer & Dryer 13A 單位電插座供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1
	Drain Point For 2-in-1 Washer & Dryer 去水位供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1
	Water Point For 2-in-1 Washer & Dryer 來水位供二合一洗衣、乾衣機	1	1	1	1	1	1	1	1
	13A Single Socket Outlet For Refrigerator 13A 單位電插座供雪櫃	1	1	1	1	1	1	1	1
	Smart Smoke Detector 智能煙霧探測器	1	1	1	1	1	1	1	1
	Wireless Lan Access Point 無線局域網接入點	1	1	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	NA	NA	NA	NA	NA	NA	1	NA
Sprinkler head 消防花灑頭	NA	NA	NA	NA	NA	NA	3	NA	

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".
上表之數字代表提供的數量。

2. The symbol "NA" as shown in the above table denotes "not applicable".
上表 "NA" 代表不適用。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Provisions 裝置	30/F-33/F & 35/F 30樓至33樓及35樓							
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Air-Conditioner Platform 冷氣機平台	Double Pole Weatherproof Isolator Switch (Air Conditioner Outdoor Unit) 雙極防水刀掣(冷氣室外機)	2	2	2	1	1	2	1	2
Main Entrance 大門入口	Door Bell Push Button 門鐘襟手掣	1	1	1	1	1	1	1	1

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".
上表之數字代表提供的數量。

2. The symbol "NA" as shown in the above table denotes "not applicable".
上表 "NA" 代表不適用。

SERVICE AGREEMENTS

服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

Towngas is supplied by The Hong Kong and China Gas Company Limited.

煤氣由香港中華煤氣有限公司供應。

GOVERNMENT RENT

地稅

The Owner (i.e. Urban Renewal Authority) is liable for the Government rent payable for the specified residential property up to and including the date of the assignment of the specified residential property.

擁有人（即市區重建局）有法律責任繳付指明住宅物業的地稅直至該指明住宅物業的業權轉讓日期(包括該日)為止。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

- On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner (i.e. Urban Renewal Authority) for the deposits for water, electricity and gas.
- On that delivery, the purchaser is not liable to pay the owner a debris removal fee.

Note: On that delivery, the purchaser is liable to pay a debris removal fee to the manager of the Development (not the Owner) under the deed of mutual covenant. However, where the Owner has paid that debris removal fee, the purchaser shall reimburse the Owner for that debris removal fee on that delivery.

- 在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人（即市區重建局）補還水、電力及氣體的按金。
- 在交付時，買方無須向擁有人支付清理廢料的費用。

附註：根據公契，在交付時買方須向發展項目的管理人（而非擁有人）支付清理廢料的費用。但如擁有人已支付清理廢料的費用，買方則須在交付時向擁有人補還清理廢料的費用。

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase of the residential property, remedy any defects to the residential property, or the fittings, finishes or appliances as set out in the agreement for sale and purchase concerned, caused otherwise than by the act or neglect of the Purchaser.

凡住宅物業或於買賣合約列出裝設於住宅物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的六個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

MAINTENANCE OF SLOPES

斜坡維修

Not applicable

不適用

MODIFICATION

修訂

No application to the Government for a modification of the Land Grant for this Development is underway.

本發展項目現時並沒有向政府提出申請修訂批地文件。

1. NOISE MITIGATION MEASURES

1. 噪音緩解措施

Floor	Unit	Noise Mitigation Measures
7/F, 8/F, 9/F, 10/F, 11/F and 12/F	A	acoustic windows (top-hung type)* at Bedroom 1
8/F, 9/F, 10/F, 11/F and 12/F	A	ventilation window and fixed glazing with maintenance window at Master Bedroom
		ventilation window and self-closing door at Living Room
15/F	A	acoustic windows (top-hung type)* at Bedroom 1
		ventilation window and self-closing door at Living Room
7/F	B	fixed glazing with maintenance window at Master Bedroom
8/F, 9/F, 10/F and 11/F	B	ventilation window and fixed glazing with maintenance window at Bedroom 2 and fixed glazing with maintenance window at Master Bedroom
12/F and 15/F	B	fixed glazing with maintenance window at Master Bedroom

Note: “*” composed of top hung window, horizontal acoustic fin and fixed glazing with maintenance window

Note:

For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

2. GONDOLA

2. 吊船

During the necessary maintenance of the external walls arranged by the Manager of the Development, the gondola will be operating in the airspace outside windows and above the roof / flat roof / the parapet walls of units.

3. PLACEMENT OF OUTDOOR AIR-CONDITIONING UNITS

3. 放置室外空調機

Some outdoor air-conditioning units (either serving its own residential unit or other residential units) are placed on the air-conditioning platforms in balconies/ utility platforms, air-conditioning platforms in balconies or private flat roofs. The placement of the outdoor air-conditioning units may affect the enjoyment of the residential units of the Development in terms of heat and noise or other aspects.

4. LIGHTING

4. 燈飾

Lightings are installed at the 36/F Clubhouse of the Development and may be turned on from time to time.

The illumination of these lighting may affect the enjoyment of some residential units in the Development on terms of views, lighting and other aspects of the surrounding environment.

樓層	單位	噪音緩解措施
7樓、8樓、9樓、10樓、11樓及12樓	A	減音窗(上懸式)*於睡房1
8樓、9樓、10樓、11樓及12樓	A	通風窗戶及固定玻璃連維修窗於主人睡房
		通風窗戶及自動關閉式門於客廳
15樓	A	減音窗(上懸式)*於睡房1
		通風窗戶及自動關閉式門於客廳
7樓	B	固定玻璃連維修窗於主人睡房
8樓、9樓、10樓及11樓	B	通風窗戶及固定玻璃連維修窗於睡房2及固定玻璃連維修窗於主人睡房
12樓及15樓	B	固定玻璃連維修窗於主人睡房

註腳：“*”包括上懸式窗戶、水平鱗片及固定玻璃連維修窗

註：

請參考公契最新擬稿了解全部詳情。公契最新擬稿已備於售樓處，於開放時間可供免費查閱，並可按要求在支付所需影印費後取得副本。

在發展項目管理人安排外牆之必要維修進行期間，吊船將在住宅單位之窗戶外及天台 / 平台 / 護牆之上及其上空運作。

部分室外空調機（不論是為該住宅單位而設或是為其他住宅單位而設）放置在露台/工作平台上的空調機平台、露台上的空調機平台或私人平台。室外空調機的放置可能對發展項目的住宅單位的享用，諸如熱氣及噪音或其他方面造成影響。

位於發展項目36樓會所有安裝照明系統及可能不時開啟。

該等照明可能對發展項目住宅物業的享用，諸如景觀、光及對周邊環境的其他方面造成影響。

5. PIPES 5. 喉管

Some common pipes and/or exposed pipes are located on the external walls at or adjacent to the flat roofs and/or balcony and/or utility platforms of some residential units of the Development. It is possible that the views of some residential units may be affected by these pipes.

6. LIGHTNING ROD / MOBILE PHONE ANTENNA 6. 避雷針/天線

Description	Location
Lightning rod	Top Roof
Mobile Phone Antenna	Top Roof

Prospective purchasers should note the possible impact (if any) of the above facilities on individual residential properties.

7. FUNDING PROPOSAL, MAINTENANCE PLAN AND SPECIFIED FUND 7. 撥款建議書、維修計劃及指定基金

Pursuant to the latest draft Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of the Development, the features set out in this part will be implemented in the management of the Development. Unless otherwise defined in this sales brochure, the capitalized terms used below shall have the same meaning of such terms in the DMC. In particular, the “First Owner” shall refer to Urban Renewal Authority.

Clause 10.10(c) to (o) of the DMC stipulates that:-

- (c) The First Owner shall engage the Authorized Person to take reference of the Maintenance Manual to compile and endorse a Maintenance Plan for a period of ten (10) years commencing from the date of this Deed (“the First Prescribed Period”) in connection with the maintenance of the Development. The Maintenance Plan shall cover all Common Areas and Facilities including but not limited to the items specified in the Maintenance Manual (which for the avoidance of doubt includes those Common Areas and Facilities within the Units) for the comprehensive maintenance of the Development.
- (d) The First Owner shall deposit a full hard copy of the Maintenance Manual and the Maintenance Plan in the management office and a digital copy thereof stored in the electronic device in the management office within one (1) month after the date of this Deed for inspection by all Owners free of charge and taking hard copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (e) The Owners shall at their own expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and their own Units including the Works and Installations.
- (f) All costs incidental to the preparation of the Maintenance Manual and the Maintenance Plan pursuant to sub-clauses (b) and (c) above will be borne by the First Owner.
- (g) The Manager shall base on the Maintenance Plan prepare a Funding Proposal for financing the estimated costs set out in the Maintenance Plan prepared pursuant to sub-clause (c) above.

發展項目部分住宅單位的平台及/或露台的外牆或毗鄰平台及/或露台及/或工作平台的外牆裝有公用喉管及/或外置喉管。部分住宅單位的景觀可能因此受到影響。

說明	位置
避雷針	頂層天台
電話天線	頂層天台

請準買家注意上述設施對個別住宅物業造成的影響(如有)。

根據發展項目最新擬定的《公契及管理協議》（「公契」），本部分的項目將適用於管理發展項目。除非本售樓說明書另有規定，以下採用的詞彙與其在公契內定義的意思相同，其中「第一擁有人」指市區重建局。

公契第 10.10(c)至(o) 條規定：-

- (c) 第一擁有人須委聘授權人士參考維修手冊，編製及批核由本契約日期起計的十(10)年（「第一個訂明期」）的維修計劃，以維持發展項目。維修計劃須涵蓋所有公用地方及設施，包括但不限於維修手冊所指明的專案（為免生疑問，包括單位內的公用地方及設施），為發展項目作全面的維修。
- (d) 第一擁有人須於本契約日期起計一(1)個月內，將維修手冊及維修計劃的完整副本存於管理處，並將其數碼副本存於管理處的電子設備，供所有業主免費查閱，並自費及繳付合理費用後索取印本。收到的所有費用應記入特別基金。
- (e) 業主須自費檢查、維修及進行一切必要的工程，以維持發展項目及其所屬單位包括工程及裝置。
- (f) 根據上述(b)和(c)條編製的維修手冊及維修計劃的所有附帶費用將由第一擁有人承擔。
- (g) 管理人應根據維修計劃編製一份撥款建議書，以支付根據上述(c)條編制的維修計劃中所列的估計費用。

- (h) Based on the Maintenance Plan for the First Prescribed Period and the Funding Proposal, both of which shall be presented to the Owners for their reference in the first meeting of the Owners convened under Clause 7.1 hereof, and subject to the provisions of the Ordinance,
- (i) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the Maintenance Plan that are expected by the Manager to be incurred annually; and
- (ii) the Owners shall determine, by a resolution passed at an Owners' meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.
- (i) Without prejudice to the Manager's other obligations under this Deed, in order to keep the Development in good condition, the Manager shall carry out a good and serviceable day-to-day maintenance to the Common Areas and Facilities with reference to the Maintenance Manual and the Maintenance Plan.
- (i) When in the opinion of the Manager, any revision to the Schedule of Works and Installations and/or the Maintenance Manual is considered necessary, the Owners may, by a resolution passed at an Owners' meeting convened under this Deed, decide on revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual, in which event the Manager must procure from a Qualified Professional the revised Schedule of Works and Installations and/or the revised Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.
- (ii) When in the opinion of the Manager, any revision to the Maintenance Plan is considered necessary, the Owners may, by a resolution passed at a meeting of the Owners' Committee, decide on revision(s) to be made to the Maintenance Plan, in which event the Manager must procure from a Qualified Professional the revised Maintenance Plan within such time as may be prescribed by the Owners' Committee in the meeting of the Owners' Committee, and such approved revision(s) shall then be presented to the Owners for their reference in an Owners' meeting convened under this Deed.
- (iii) Based on the revised Maintenance Plan referred to in sub-sub-clause (ii) above, the Manager shall prepare an updated Funding Proposal for financing the estimated costs set out in the revised Maintenance Plan, both of which shall be presented to the Owners for their reference in an Owners' meeting convened under this Deed, and subject to the provisions of the Ordinance,
- (A) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the revised Maintenance Plan that are expected by the Manager to be incurred annually; and
- (B) the Owners shall determine, by a resolution passed at an Owners' meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the revised Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.

- (h) 根據第一個訂明期的維修計劃及撥款建議書，兩項均須在根據本契約第7.1條召開的業主第一次會議上提交予業主參考，及在符合條例的規定下，
- (i) 管理人須在管理基金或普通基金（視情況而定）中維持足夠的資金以支付在維修計劃中管理人預期每年發生的維修項目的估計成本；和
- (ii) 業主須根據本契約召開的業主大會通過決議，決定業主為支付在維修計劃中預計不會每年發生的維修項目的估計成本，而須注入特別基金的金額和供款時間表，以及須作出該等供款的時間。
- (i) 在不影響管理人於本契約下的其他責任的情況下，為保持發展項目的良好狀態，管理人須參照維修手冊及維修計劃，對公用地方及設施進行良好及合用的日常保養。
- (i) 當管理人認為有必要修訂工程及裝置表及/或維修手冊時，業主可在根據本契約召開的業主會議上通過決議，決定修訂工程及裝置表及/或維修手冊。在此情況下，管理人必須在業主根據本契約召開的業主會議上訂明的時間內，向合資格專業人員索取經修訂的工程及裝置表及/或經修訂的維修手冊。
- (ii) 當管理人認為有必要修訂維修計劃時，業主可在業主委員會會議上通過決議，決定修訂維修計劃。在此情況下，管理人必須在業主委員會在業主委員會會議上訂明的時間內，向合資格專業人員索取經修訂的維修計劃，而該等經批准的修訂須於根據本契約召開的業主會議上提交業主，供其參考。
- (iii) 根據上述第(ii)款所述的經修訂的維修計劃，管理人須擬備一份更新的撥款建議書，以資助經修訂的維修計劃所載的估計費用。上述兩項均須於根據本契約召開的業主大會上提交予業主供其參考，及在符合條例的規定下，
- (A) 管理人須在管理基金或普通基金（視情況而定）中維持足夠的資金以支付在經修訂的維修計劃中管理人預期每年發生的維修項目的估計成本；和
- (B) 業主須根據本契約召開的業主大會通過決議，決定業主為支付在經修訂的維修計劃中預期不會每年發生的維修項目的估計成本，而須注入特別基金的金額和供款時間表，以及須作出該等供款的時間。

RELEVANT INFORMATION

有關資料

- (j) Without prejudice to the generality of Clause 4.12 (a)(v) hereof, the First Owner shall within three (3) months after execution of this Deed deposit a start-up contribution of Hong Kong Dollars one million two hundred thousand (HK\$1,200,000) ("the Specified Fund") into a separate sub-section account of the Special Fund designated for the Specified Fund referred to in Clause 4.12(a)(v) ("the Specified Fund Account") which shall not be used for any purpose other than exclusively for financing the Owners' expenditure in relation to the maintenance items in the Maintenance Plan that are not expected to be incurred annually subject to and in accordance with the provisions contained in this Clause 10.10(j) ("the Specified Maintenance Purpose").
- (i) The Manager shall hold the money in the Specified Fund Account as trustee for the Owners until and unless the Specified Fund or any part thereof shall be used for the Specified Maintenance Purpose. Subject to sub-clause (j)(ii) below, the Specified Fund and the Specified Fund Account shall be used exclusively for the Specified Maintenance Purpose.
- (ii) No money shall be paid out of the Specified Fund unless it is approved by a resolution of the Owners' Committee and for the Specified Maintenance Purpose.
- (iii) For the avoidance of doubt, the Specified Fund shall not be refunded by the Manager to the First Owner or any of the Owners in any event.
- (iv) For the avoidance of doubt and notwithstanding any provisions herein contained, the obligations of the First Owner under this Clause 10.10(j) is personal to the First Owner and shall survive after it has ceased to be the Owner of any Undivided Share of and in the Land and the Development.
- (k) the Manager shall as soon as reasonably practicable at least once in the last twelve (12) months immediately prior to the expiry of the First Prescribed Period or each subsequent Prescribed Period (as hereinafter defined) engage a Qualified Professional to:-
- (i) inspect the Common Areas and Facilities and prepare an Inspection Report. The Manager shall, on prior reasonable notice, be allowed to arrange the Qualified Professional to enter any Unit for the purpose of carrying out necessary inspection for the Inspection Report and shall carry out repairs to the defect items with imminent hazards as soon as possible PROVIDED THAT the Manager shall cause as little disturbance as possible and shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager or its employees, agents or contractors in the course of exercising the aforesaid rights.
- (ii) propose any necessary revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual with reference to the Inspection Report. The Owners may, by a resolution of an Owners' meeting convened under this Deed, decide on revision(s) to be made to the Schedule of Works and Installations and/or the Maintenance Manual, in which event the Manager must procure from a Qualified Professional the revised Schedule of Works and Installations and/or the revised Maintenance Manual within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

- (j) 在不損害本契約第 4.12 (a)(v) 條的一般性的情況下，第一擁有人應在簽署本契約後三 (3) 個月內存入一筆始創款項，其面額為港幣一百二十萬的啟動資金 (1,200,000 港元) (「指定基金」) 於第 4.12(a)(v) 條所述的特別基金內指定為指定基金成立的單獨分項子賬戶 (「指定基金賬戶」)，該賬戶除了專門可供使用於為業主就維修計劃中預期不會每年發生的維修項目的相關支出提供資金之外，不可用作任何其他目的，並須遵守及按照本契約第 10.10(j) 條 (「指定維修目的」)。
- (i) 管理人應作為業主的受託人將資金存放在指定基金賬戶中，直至且除非指定基金或其任何部分用於指定維修目的。根據下文第 (j)(ii) 款的規定，指定基金和指定基金賬戶應專門用於指定維修目的。
- (ii) 除非經業主委員會決議批准並用於指定維修目的，否則不得從指定基金中支付款項。
- (iii) 為免生疑，在任何情況下，管理人均不得將指定基金退還給第一擁有人或任何業主。
- (iv) 為免生疑及儘管本文包含任何其他規定，此第 10.10(j) 條規定的第一擁有人的義務是針對第一擁有人個人的義務，並且在其不再是任何該土地及發展項目的不分割份數的業主後仍然有效。
- (k) 管理人須在合理切實可行的情況下，盡快在緊接第一個訂明期或其後每個訂明期 (定義見下文) 屆滿前的最後十二 (12) 個月內，至少一次聘請合資格專業人員：-
- (i) 檢查公共地方及設施，並準備一份檢查報告。在事先發出合理通知下，管理人應被允許安排合資格專業人員進入任何單位以為檢查報告進行必要的檢查，並盡快對具有迫切危險性的缺失進行維修，但前提是管理人應盡可能造成最少干擾，並應自行承擔成本和費用立即彌補由此造成的任何損壞，並對管理人或其僱員、代理人或承辦商在行使上述權利過程中涉及刑事責任、故意行為、不誠實或疏忽的任何作為或不作為負責。
- (ii) 參照檢查報告，對工程及裝置表及/或維修手冊提出任何必要的修訂。業主可根據在本契約召開的業主大會上決議，決定修訂工程及裝置表及/或維修手冊，在此情況下，管理人必須在業主根據本契約召開的業主會議上訂明的時間內，向合資格專業人員索取經修訂的工程及裝置表及/或經修訂的維修手冊。

- (iii) prepare a new Maintenance Plan for the succeeding period as the Qualified Professional shall consider appropriate but in any event not more than ten (10) years ("Prescribed Period"), which said period shall commence immediately after the expiry of the First Prescribed Period or the preceding Prescribed Period. The Owners may, by a resolution of a meeting of the Owners' Committee, approve the adoption of the new Maintenance Plan, and such approved new Maintenance Plan shall then be presented to the Owners for their reference in an Owners' meeting convened under this Deed.
- (l) All costs of and incidental to the preparation of the revised Maintenance Manual pursuant to sub-clause (i)(i) and/or sub-clause (k)(ii) above, the revised Maintenance Plan pursuant to sub-clause (i)(ii) above, the Inspection Report pursuant to sub-clause (k)(i) above and the new Maintenance Plan pursuant to sub-clause (k)(iii) above shall be paid out of the Special Fund.
- (m) The Manager shall deposit a full hard copy of the revised Maintenance Manual (approved by the Owners pursuant to sub-clause (i)(i) or sub-clause (k)(ii) above), the revised Maintenance Plan (approved by the Owners pursuant to sub-clause (i)(ii) above), the Inspection Report prepared pursuant to sub-clause (k)(i) above and the new Maintenance Plan (approved by the Owners pursuant to sub-clause (k)(iii) above) in the management office and a digital copy thereof stored in the electronic device provided in the management office within three (3) months after the relevant resolution passed in a meeting of the Owners' Committee or an Owners' meeting (as the case may be) convened under this Deed for inspection by all Owners free of charge and taking hard copies at their own expenses and on payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- (n) The Manager shall base on the new Maintenance Plan prepare a new Funding Proposal for financing the estimated costs set out in the new Maintenance Plan approved pursuant to sub-clause (k)(iii) above.
- (o) Based on the new Maintenance Plan approved pursuant to sub-clause (k)(iii) above and the new Funding Proposal prepared by the Manager pursuant to sub-clause (n) above, both of which shall be presented to the Owners for their reference in an Owners' meeting convened under this Deed, and subject to the provisions of the Ordinance,
- (i) the Manager shall maintain sufficient fund in the Management Fund or the General Fund (as the case may be) to pay the estimated costs in relation to the maintenance items in the new Maintenance Plan that are expected by the Manager to be incurred annually; and
- (ii) the Owners shall determine, by a resolution passed at an Owners' meeting convened under this Deed, the amount and the schedule of contribution to the Special Fund for which the Owners shall be responsible for the estimated costs in relation to the maintenance items in the new Maintenance Plan that are not expected to be incurred annually and the time when such contributions shall be made.

- (iii) 根據合資格專業人員認為合適的後續期準備新的維修計劃，但不得超過十(10)年（「規定期限」），該期限應在第一個訂明期限或上一個規定期限屆滿后立即開始。業主可透過業主委員會會議決議，批准採納新的維修計劃，而該等獲批的新維修計劃須於根據本契約召開的業主會議上提交業主供其參考。
- (l) 有關根據上述第(i)(i)條和/或第(k)(ii)條編製的經修訂的維修手冊、根據上述第(i)(ii)條編製的經修訂的維修計劃、根據上述第(k)(i)條編製的檢查報告及根據上述第(k)(iii)條編製的新的維修計劃的所有費用和附帶費用均應從特別基金支付。
- (m) 管理人須在根據本契約召開的業主委員會會議或業主會議（視屬何情況而定）通過有關決議案後三(3)個月內將經修訂的維修手冊（由業主根據上述第(i)(i)或(k)(ii)條批准）、經修訂的維修計劃（由業主根據上述第(i)(ii)條批准）、根據上述第(k)(i)條編製的檢查報告及新的維修計劃（由業主根據上述第(k)(iii)條批准）的完整副本存於管理處，並將其數碼副本存於管理處的電子設備，供所有業主免費查閱，並自費及繳付合理費用後索取印本。收到的所有費用應記入特別基金。
- (n) 管理人應根據新的維修計劃編製一份新的撥款建議書，以資助根據上述第(k)(iii)條批准的新維修計劃中的估計成本。
- (o) 根據上述第(k)(iii)條批准的新的維修計劃及管理人根據上述第(n)條擬備的新的撥款建議書，兩項均須在根據本契約召開的業主會議上提交業主供其參考，及在符合條例的規定下，
- (i) 管理人須在管理基金或普通基金（視情況而定）中維持足夠的資金以支付在新的維修計劃中管理人預期每年發生的維修項目的估計成本；和
- (ii) 業主須根據本契約召開的業主大會通過決議，決定業主為支付在新的維修計劃中預期不會每年發生的維修項目估計成本，而須注入特別基金的金額和供款時間表，以及須作出該等供款的時間。

Clause 4.12(a)(v) of the DMC stipulates that:-

For the purpose of paragraph 4 of Schedule 7 to the Ordinance, there shall be established and maintained by the Manager one Special Fund with the following separate sub-section accounts for different component parts of the Common Areas and Facilities and the Specified Fund referred to in Clause 10.10(j):-

.....

(v) A separate sub-section account of the Special Fund designated for the Specified Fund referred to in Clause 10.10(j) hereof which shall be governed, regulated, used, utilized, dealt with or disposed of subject to and in accordance with the provisions contained in Clause 10.10(j) hereof. This part of the Special Fund shall not be refundable or transferable.

公契第 4.12(a)(v) 條規定 :-

為達成條例附表 7 第 4 段的目的，管理人須設立並維持一項特別基金，並為公用地方及設施的不同組成部分以及第 10.10(j) 條所指的指定基金設立以下單獨分項子賬戶 :-

.....

(v) 為本契約第 10.10(j) 條所指的指定基金的單獨分項子賬戶，該子賬戶應受及按照本契約第 10.10(j) 條之條款所管轄、監管、使用、利用、處理或處置。該部分的特別基金的資金不得退還或轉讓。

8. THE MANAGER'S POWER OF INVESTIGATION, ETC. 8. 管理人的調查權利等

Pursuant to the latest draft DMC in respect of the Development, the Manager shall have the power set out in Clause 5.4 thereof.

Clause 1.1 of the DMC stipulates, inter alia, that:-

In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-
.....
"Qualified Professional" means any consultant or professional possessing the relevant qualification, which includes but is not limited to authorized person as defined in section 2 of the Buildings Ordinance (Cap. 123 of the laws of Hong Kong), registered structural engineer as defined in section 2 of the Buildings Ordinance (Cap. 123 of the laws of Hong Kong), registered architect under the Architects Registration Ordinance (Cap. 408 of the laws of Hong Kong), registered professional surveyor as defined in the Surveyors Registration Ordinance (Cap. 417 of the laws of Hong Kong) and registered professional engineer as defined in the Engineers Registration Ordinance (Cap. 409 of the laws of Hong Kong) but excludes the Manager or any employee of the Manager. The Qualified Professional shall not in any event be related to the Manager;

Clause 5.4 of the DMC stipulates that:-

- (a) The Manager shall have power to inspect, investigate, check, test, keep, maintain and repair the Common Areas and Facilities including those within the Units in a good condition and without defect. In case the source of any defect (including but not limited to water leakage or seepage) causing any damage to the Common Areas and Facilities shall, in the reasonable opinion of the Manager, be suspected to have arisen or originated from any Unit (for the purpose of this Deed, herein referred to as "**suspected Unit**"), the Manager shall promptly appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing to the suspected Unit to investigate the source of such defect, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the appointment made under this sub-clause shall be borne by the Manager and be paid out of the Management Fund or the General Fund (as the case may be).
- (b) In exercising the power of the Manager provided in sub-clause (a) above, if the Owner of the suspected Unit refuses or declines the arrangement made by the Manager, then the Manager and the Owner of the suspected Unit may jointly appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing to the suspected Unit, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the joint appointment made under this sub-clause shall be equally shared between the Manager and the Owner of the suspected Unit.

根據發展項目最新擬定的公契，管理人擁有第5.4條賦予的權利：-

公契第1.1條規定，除了其他事項：-

在本契約中，除非上下文另有允許或要求，否則以下表述應具有以下含義：-
.....

「合資格專業人員」指任何具備相關資格的顧問或專業人員，包括但不限於《建築物條例》（香港法例第123章）第2條定義的認可人士、《建築物條例》（香港法例第123章）第2條定義的註冊結構工程師，根據《建築師註冊條例》（香港法例第408章）註冊的建築師、《測量師註冊條例》（香港法例第417章）定義的註冊專業測量師及《工程師註冊條例》（香港法例第409章）定義的註冊專業工程師，但不包括管理人或管理人的任何僱員。在任何情況下，合格專業人員均不得與管理人有任何關係；

公契第 5.4條規定：-

- (a) 管理人有權檢測、調查、檢查、測試、保持、維護和修理公共地方及設施，包括單位內的公共地方及設施，使其狀況良好且無缺。如果任何對公共地方及設施的損害的來源（包括但不限於漏水或滲水），經管理人合理懷疑是由任何單位（為本契約的目的，於本文中稱為「**可疑單位**」）產生或起始，管理人應立即任命合資格專業人員，為可疑單位安排所有必要的檢測、調查、檢查和測試，以調查該等損害的來源，而管理人及合資格專業人員應被允許在合理通知後（緊急情況除外）為任何上述目的進入可疑單位。按照本項作出的任命費用應由管理人承擔，並從管理基金或普通基金（視情況而定）中支付。
- (b) 管理人在行使上述第 (a) 項的權力時，如可疑單位的業主拒絕或推諉管理人作出的安排，則管理人和可疑單位的業主可以共同任命合資格專業人員，為可疑單位安排所有必要的檢測、調查、檢查和測試，而管理人及合資格專業人員應被允許在合理通知後（緊急情況除外）為任何上述目的進入可疑單位。按照本項作出的聯合任命的費用應由管理人和可疑單位的業主平均分攤。

- (c) In exercising the power of the Manager provided in sub-clauses (a) and (b) above, if the Owner of the suspected Unit refuses or declines the arrangement made by the Manager under sub-clause (a) or refuses or fails to arrange for the joint appointment under sub-clause (b), the Manager shall appoint his own Qualified Professional to arrange the inspection, investigation, checking and testing, and the Manager and the Qualified Professional shall be permitted to enter into the suspected Unit for any of the aforesaid purposes on reasonable notice (except in an emergency). The costs of the appointment made under this sub-clause shall be borne by the Manager and be paid out of the Management Fund or the General Fund (as the case may be) and such costs shall upon demand be reimbursed from the Owner of the affirmative Unit (as defined in sub-clause (d)(i) below).
- (d) If it is reported or evidenced from the aforesaid inspection, investigation, checking and testing that :-
- (i) the source of defect causing damage to the Common Areas and Facilities is, according to the result or report of such inspection, investigation, checking and testing, which are issued and certified as to its accuracy by the Qualified Professional (as appointed by the Manager pursuant to sub-clauses (a) or (c) above or jointly appointed by the Manager and the Owner pursuant to sub-clause (b) above) (the “**Report**”), originated from any part or parts of the suspected Unit (the “**affirmative Unit**”) (other than those forming part of the Common Areas and Facilities), the Manager shall serve a written notice (with a copy of the Report attached thereto) to such Owner demanding and requesting him to repair the defect and make good of the damage caused thereby at his own cost and expense to the satisfaction of the Manager as prescribed in the Report or as directed by the Manager within a reasonable period of time. If the Owner of the affirmative Unit neglects, refuses or fails to repair such defect and make good of the damage caused thereby within such period of time as prescribed in the aforesaid written notice, the Manager and/or its agents, workmen and/or contractors shall be entitled to enter into the affirmative Unit on reasonable notice (except in an emergency) for the purpose of carrying out all necessary repairs to such defect and making good of the damage caused thereby, and all such costs and expenses incurred by the Manager in connection therewith shall upon demand be reimbursed from the Owner of the affirmative Unit, including but not limited to those incurred due to any delay in access to the affirmative Unit caused by such Owner (if any); or
- (ii) the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities, whether within or outside a Unit, the Manager and/or its agents, workmen and/or contractors shall carry out all necessary repairs to such defect and make good of the damage caused thereby and all the relevant costs and expenses incurred by the Manager in connection therewith shall be paid out of the Management Fund or the General Fund (as the case may be), and if the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities within the Unit, the Manager and/or its agents, workmen and/or contractors shall be entitled to enter into the affirmative Unit on reasonable notice (except in an emergency) for the purpose of carrying out the said repairs.
- (e) In case the Owner of any affirmative Unit or suspected Unit refuses or fails to allow the Manager and/or its agents, workmen and/or contractors to exercise any of their aforesaid powers granted in this Clause, the Manager shall be entitled to, without prejudice to any other remedy available to it, take out any legal actions or proceedings to exercise and enforce any of the aforesaid powers.
- (f) In the course of carrying out any of the duties specified in this Clause, the Manager and the Qualified Professional shall cause as little disturbance as possible and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.

- (c) 管理人在行使上述 (a) 和 (b) 項的權力時，如果可疑單位的業主拒絕或推諉管理人根據上述 (a) 項作出的安排，或者拒絕或推諉依照上述第 (b) 項作出的聯合任命安排，管理人應任命其自己指定的合資格專業人員，以安排檢測、調查、檢查和測試，而管理人及合資格專業人員應被允許在合理通知後（緊急情況除外）為任何上述目的進入可疑單位。按照本項作出的任命的費用應由管理人承擔，並從管理基金或普通基金（視情況而定）中支付，而確定單位(定義見以下(d)(i)項)的業主將須應要求償還該等費用。
- (d) 如果上述檢測、調查、檢查和測試的報告或證據顯示：-
- (i) 公共地方及設施的損害的來源，根據由該等合資格專業人員（由管理人根據上述(a)項或(c)項任命，或由管理人和業主根據上述(b)項共同任命）出具並核證其準確性）之檢測、調查、檢查和測試的結果或報告（「**報告**」）是源自可疑單位（「**確定單位**」）的任何部分（構成公共地方及設施的部分除外），管理人應向該業主發出書面通知（附上報告的副本），要求他在合理時間內按照報告中的規定或管理人的指示，自費修復損害並彌補造成的損壞，使管理人滿意。如果確定單位的業主忽視、拒絕或未能在上述書面通知規定的期限內修復該等損害並彌補造成的損壞，管理人及/或其代理人、工人及/或承辦商應有權在合理通知後（緊急情況除外）進入確定單位，以對該等損害進行所有必要的維修並彌補造成的損壞，而確定單位的業主將須應要求償還管理人在該情況下產生的所有該等費用和開支，包括但不限於任何因該等業主造成的任何延遲進入確定單位而產生的費用（如有）；或
- (ii) 公共地方及設施的損害的來源源自任何公共地方及設施，無論是在單位內或外，管理人及/或其代理人、工人及/或承辦商應對該等損害進行所有必要的維修並彌補造成的損失，管理人因此產生的所有相關費用和開支均應從管理基金或普通基金（視情況而定）中支付。而如果公共地方及設施的損害的來源源自單位內的任何公共地方及設施，管理人及/或其代理人、工人及/或承辦商應有權在合理通知後（緊急情況除外）為上述維修目的進入確定單位。
- (e) 如任何確定單位或可疑單位的業主拒絕或不允許管理人及/或其代理人、工人及/或承辦商行使其在本條中授予的任何上述權力，則管理人有權在不影響其可行使任何其他補償權利的情況下，採取任何法律行動或程序來行使和執行任何上述權力。
- (f) 在履行本條規定的任何職責的過程中，管理人和合資格專業人員應盡可能減少干擾，而管理人應立即自費彌補由此造成的任何損害，並對管理人、其僱員、代理人或承辦商的任何涉及刑事責任、故意行為、不誠實或疏忽的作為承擔責任。

Clause 37(b) of the Third Schedule to the DMC also stipulates that:-

Subject to the provisions of this Deed (including sub-clause (a) above), each Owner shall at his own cost and expense keep and maintain his Unit and all wirings and piping thereto and all electrical and sanitary appliances thereto (which exclusively serve his Unit or are for the exclusive use of his Unit whether installed, provided or located within his Unit or at any other parts of the Development) in good repair and condition and shall maintain the same to the satisfaction of the Manager and in a manner so as to avoid any loss damage nuisance or annoyance to the Owners or occupiers of any other part or parts of the Land and the Development and to avoid any damage to the Common Areas and Facilities of the Development arising out of whatever causes. In case the source or origin of any defect (including but not limited to water leakage or seepage) causing any damage to the Common Areas and Facilities is, in the reasonable opinion of the Manager, suspected to have arisen or originated from any Unit, the Manager may exercise any of the powers pursuant to Clause 5.4 in Section V of this Deed and promptly appoint a Qualified Professional for the purpose of carrying out all necessary inspection, investigation, checking and testing. If the Owner of the suspected Unit refuses such arrangement by the Manager, the Owner of the suspected Unit and the Manager shall jointly appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing. If the Owner of the suspected Unit refuses or fails to arrange for the joint appointment, the Manager may appoint a Qualified Professional to arrange all necessary inspection, investigation, checking and testing.

- (i) If it is evidenced from the inspection, investigation, checking and testing that the source of defect causing damage to the Common Areas and Facilities is originated from any part or parts of such suspected Unit (other than those forming part of the Common Areas and Facilities) according to the relevant proof referred to in Clause 5.4(d)(i) in Section V of this Deed, the Manager shall serve a written notice (with a copy of the relevant proof attached thereto) to the Owner of such suspected Unit, and the Owner of the suspected Unit shall at his own cost and expense repair such defect to the satisfaction of the Manager and make good any damage caused thereby within such period of time as prescribed pursuant to Clause 5.4 in Section V of this Deed above.
- (ii) If the source of defect causing damage to the Common Areas and Facilities is originated from any Common Areas and Facilities within the suspected Unit, the Owner of such suspected Unit shall allow the Manager and/or its agents, workmen and/or contractors to carry out all necessary repairs to such defect in, through and/or within the suspected Unit (whenever necessary subject to giving reasonable notice to the Owner of such suspected Unit except in an emergency) and the Manager shall make good of any damage caused.
- (iii) In the course of carrying out any of the duties specified in Clause 5.4 in Section V of this Deed, the Manager and the Qualified Professional shall cause as little disturbance as possible and the Manager shall forthwith make good any damage caused thereby at its own costs and expenses and shall be liable for any act or omission involving criminal liability, wilful act, dishonesty or negligence on the part of the Manager, its employees, agents or contractors.

Note:
Unless otherwise defined in this sales brochure, the capitalized terms used in the paragraphs above shall have the same meaning of such terms in the DMC.
For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

公契第3附表第 37(b) 條規定：-

根據本契約的規定（包括上述第（a）項），每名業主應自費保管和維護其單位及其所有電線和管道以及所有電器和衛生設備（專門為其單位服務或專供其單位使用，無論是安裝、提供或位於其單位內或發展項目的任何其他部分）均處於良好的維修和狀態，並應以令管理人滿意的方式進行維護，及避免對該土地及發展項目任何其他部分的業主或佔用人造成任何損失、損害、滋擾或騷擾，並避免因任何原因而對發展項目的公用地方及設施造成任何損害。如果任何對公共地方及設施的損害的來源（包括但不限於漏水或滲水），經管理人合理懷疑是由任何單位產生或起始，則管理人可以根據本契約第五節第5.4條行使任何權力，並立即任命合資格專業人員，以進行所有必要的檢測、調查、檢查和測試。如果可疑單位的業主拒絕管理人作出的安排，則管理人和可疑單位的業主可以共同任命一位合資格專業人員，為可疑單位安排所有必要的檢測、調查、檢查和測試。如果可疑單位的業主拒絕或推諉聯合任命安排，管理人可任命合資格專業人員，以安排所有必要的檢測、調查、檢查和測試。

- (i) 如果根據本契約第五節第5.4(d)(i)條所述的相關檢測、調查、檢查和測試的證據顯示公共地方及設施的損害的來源是源自該可疑單位的任何部分（構成公共地方及設施的部分除外），管理人應向該可疑單位的業主發出書面通知（附上相關證據的副本），而可疑單位的業主應自費並在本契約上述第五節第 5.4 條規定的期限內修復該等損害並彌補造成的損壞，並使管理人滿意。
- (ii) 如果公共地方及設施的損害的來源源自任何在可疑單位內的公共地方及設施，該可疑單位的業主應允許管理人及/或其代理人、工人及/或承辦商對在可疑單位內、穿過及/或其內部的該等損害進行所有必要的維修（每當必要時惟前提是須向業主發出合理通知（緊急情況除外）），管理人並應彌補所造成的損壞。
- (iii) 在履行本契約第五節第5.4條規定的任何職責的過程中，管理人和合資格專業人員應盡可能減少干擾，而管理人應立即自費彌補由此造成的任何損害，並對管理人、其僱員、代理人或承辦商的任何涉及刑事責任、故意行為、不誠實或疏忽的作為承擔責任。

註：
除非本售樓說明書另有規定，以上段落中所採用加上括號的詞彙與其在公契內的意思相同。
請參考公契最新擬稿了解全部詳情。公契最新擬稿已備於售樓處，於開放時間可供免費查閱，並可按要求在支付所需影印費後取得副本。

9. PASSAGEWAY AND PEDESTRIAN ZONE 9. 通道及步行區

(a) Passageway

Pursuant to Clause 2(b) of Part B of the Second Schedule to the latest draft Deed of Mutual Covenant and Management Agreement (the “DMC”) in respect of the Development, the public shall be able to use or enjoy the Passageway freely at all times free of obstruction.

The location of the Passageway referred herein shall for the purpose of identification only be shown coloured Pink Hatched Black and marked “PASSAGEWAY” on the Ground Floor Plan of the DMC Plans, which is extracted at the end of this part.

(b) Pedestrian Zone

Pursuant to Clause 2(c) of Part B of the Second Schedule to the DMC in respect of the Development, the public shall be able to access to and to use or enjoy the Pedestrian Zone during reasonable time of a day to be determined by the Owner of the Commercial Accommodation as he at his absolute discretion thinks fit for all lawful purposes free of charge.

The location of the Pedestrian Zone referred herein shall for the purpose of identification only be shown coloured Violet Cross-Hatched Black and marked “PEDESTRIAN ZONE” on the Ground Floor Plan of the DMC Plans, which is extracted at the end of this part.

(a) 通道

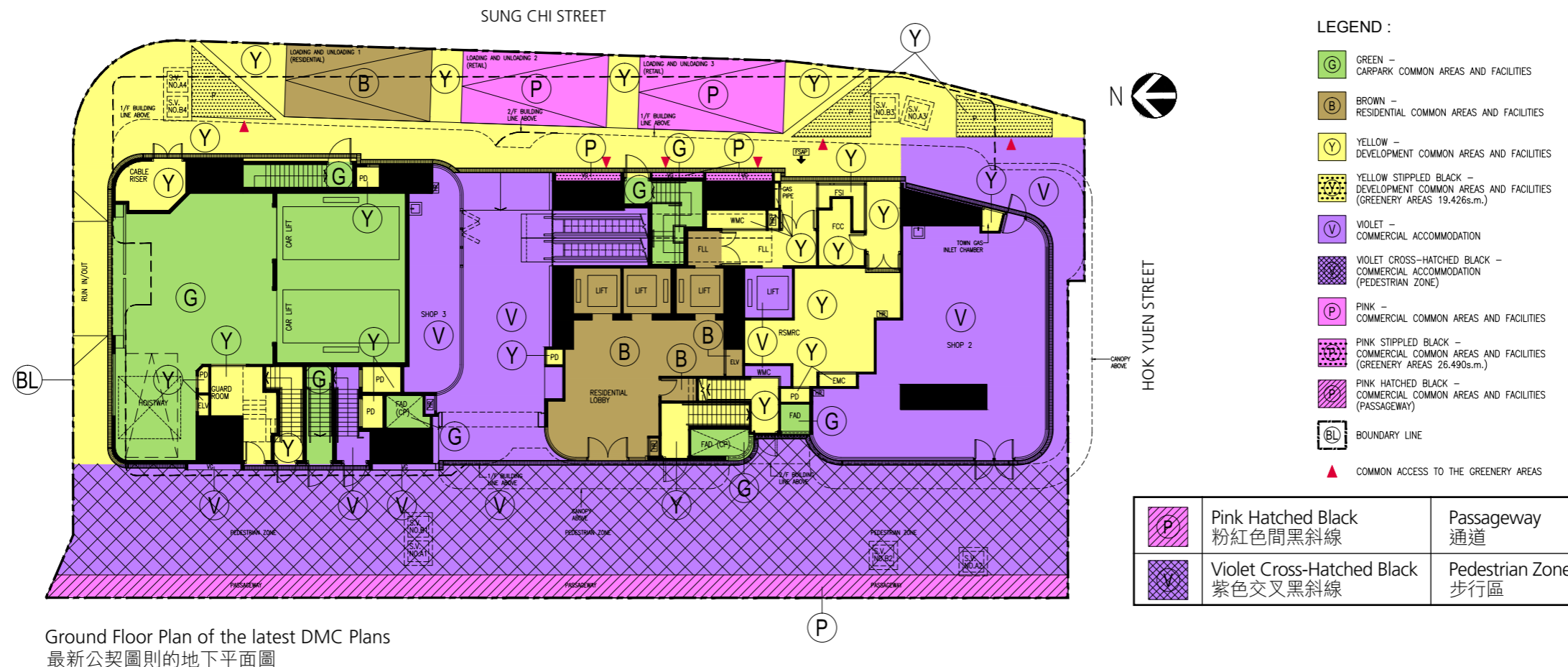
根據最新的公契及管理協定擬稿（「公契」）附表二B部第2（b）條，公眾可以在任何時候不受阻礙地自由使用或享用通道。

該等通道的位置可參見摘錄於本部分尾部的最新公契圖則的地下平面圖以粉紅色間黑斜線顯示，並標上“通道”，僅供識別。

(b) 步行區

根據公契附表二B部第2（c）條，公眾可以在商業部分的業主按其絕對酌情權認為適合的合理時間內，免費進入、使用或享用步行區作合法用途。

該等步行區的位置可參見摘錄於本部分尾部的最新公契圖則的地下平面圖以紫色交叉黑斜線顯示，並標上“步行區”，僅供識別。



Ground Floor Plan of the latest DMC Plans
最新公契圖則的地下平面圖

Note:
Unless otherwise defined in this sales brochure, the capitalized terms used in the paragraphs above shall have the same meaning of such terms in the DMC.
For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

註：
除非本售樓說明書另有規定，以上採用的詞彙與其在公契內定義的意思相同。
請參考公契最新擬稿了解全部詳情。公契最新擬稿已備於售樓處，於開放時間可供免費查閱，並可按要求在支付所需影印費後取得副本。

WEBSITE OF THE DEVELOPMENT 發展項目的互聯網網站

The address of the website designated by the Vendor for the Development for the purpose of Part 2 of the Residential Properties (First-hand Sales) Ordinance:

<http://www.eresidencet3.hk>

賣方為施行《一手住宅物業銷售條例》第2部而就發展項目指定的互聯網網站的網址：

<http://www.eresidencet3.hk>

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Breakdown of Gross Floor Area (GFA) Concessions Obtained for All Features 獲寬免總樓面面積的設施分項

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (#) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown of GFA concession may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the development.
於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

		Area (sq.m.) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積		
1(#).	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	1,404.872
2.	Plant rooms and similar services 機房及相類設施	
2.1(#)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》)或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	320.283
2.2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	1,024.978
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如空調機房、送風櫃房等	Not Applicable 不適用
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施		
3(#).	Balcony 露台	270.000
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	Not Applicable 不適用
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	Not Applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8(#).	Non-structural prefabricated external wall 非結構預製外牆	368.562
9(#).	Utility platform 工作平台	105.000

Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施		
10.	Noise barrier 隔音屏障	Not Applicable 不適用
Amenity Features 適意設施		
11(#).	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	30.390
12(#).	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	443.989
13(#).	Covered landscaped and play area 有蓋園景區及遊樂場地	424.018
14.	Horizontal screen/covered walkway and trellis 橫向屏障/有蓋人行道及花棚	Not Applicable 不適用
15.	Larger lift shaft 擴大升降機槽	Not Applicable 不適用
16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	Not Applicable 不適用
18(#).	Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽及氣槽	189.158
19.	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20(#).	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	48.439
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23(#).	Minor projection such as A/C box, A/C platform, window cill and projecting window 小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	Not Applicable 不適用
24.	Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19 《作業備考》APP-19第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台	Not Applicable 不適用

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Other Exempted Items 其他項目		
25.	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	Not Applicable 不適用
26.	Covered area under large projecting/ overhanging feature 大型伸出/外懸設施下的有蓋地方	Not Applicable 不適用
27.	Public transport terminus (PTT) 公共交通總站	Not Applicable 不適用
28.	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用
29.	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	563.668
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考(第8號)提供的額外環保設施		
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

Note 附註：

The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

The Environmental Assessment of the Building 有關建築物的環境評估



INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Estimated Energy Performance or Consumption for the Common Parts of the Development

發展項目的公用部分的預計能量表現或消耗

Latest information on the estimated energy performance or consumption for the common parts of the Development as submitted to the Building Authority prior to the printing of the sales brochures:

於印製售樓說明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料：

Part I 第 I 部分	
Provision of Central Air Conditioning 提供中央空調	No 否
Provision of Energy Efficient Features 提供具能源效益的設施	Yes 有
Energy Efficient Features proposed : 擬安裝的具能源效益的設施：	High efficiency A/C unit 高效空調機組

Part II: The predicted annual energy use of the proposed building ^(Note 1) 第 II 部分：擬興建樓宇預計每年能源消耗量 ^(註1)						
Type of Development 發展項目類型	Location 位置	Internal Floor Area Served (m ²) 使用有關裝置的內部樓面面積 (平方米)	Annual Energy Use of Baseline Building ^(Note 2) 基線樓宇 ^(備註2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
			Electricity kWh/m ² /annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m ² /annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m ² /annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m ² /annum 煤氣/石油氣 用量單位/平方米/年
Domestic Development 住用發展項目	Central Building Services Installation ^(Note3) 中央屋宇裝備裝置 ^(備註3)	4,226.914	113.530	Not Applicable 不適用	59.672	Not Applicable 不適用
Non-domestic Development ^(Note4) 非住用發展項目 ^(備註4)	Podium(s)(Central Building Services Installation) 平台(中央屋宇裝備裝置)	1,599.699	186.784	Not Applicable 不適用	136.313	Not Applicable 不適用
	Podium(s)(Non-central Building Services Installation) 平台(非中央屋宇裝備裝置)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	Tower(s)(Central Building Services Installation) 大樓(中央屋宇裝備裝置)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	Tower(s)(Non-Central Building Services Installation) 大樓(非中央屋宇裝備裝置)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD) 第 III 部分：以下裝置乃按機電工程署公布的相關實務守則設計			
Type of Installations 裝置類型	Yes 是	No 否	Not Applicable 不適用
Lighting Installations 照明裝置	✓		
Air Conditioning Installations 空調裝置	✓		
Electrical Installations 電力裝置	✓		
Lift & Escalator Installations 升降機及自動梯的裝置	✓		
Performance-based Approach 以總能源為本的方法			✓

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Notes:

1. In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.

The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where:

- (a) “total annual energy use” has the same meaning of “annual energy use” in the BEAM Plus New Buildings (current version); and
 - (b) “internal floor area”, in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (current version).
 3. “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.
 4. “Podium(s)” normally means the lowest part of the development (usually the lowest 15m of the development and its basement (if any)) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

註腳:

1. 一般而言，一棟樓宇的預計“每年能源消耗量”愈低，其節約能源的效益愈高。如一棟樓宇預計的“每年能源消耗量”低於該樓宇的“基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。

預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-

- (a) “每年能源消耗量”與新建樓宇 BEAM Plus 標準（現行版本）中的「年能源消耗」具有相同涵義；及
 - (b) 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. “基準樓宇”與新建樓宇 BEAM Plus 標準（現行版本）中的“基準建築物模式（零分標準）”具有相同涵義。
 3. “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。
 4. “平台”一般指發展項目的最低部分(通常為發展項目最低15米部分及其地庫(如有))，並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

- If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase ("ASP"), agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
- The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of Conditions of Grant No.20380 (for the purpose of this part, referred to as the "Government Grant") up to and including the date of the respective Assignments to the purchasers.
- The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- The Green Area, the Green Stippled Blue Area and the Green Stippled Black Area are referred to in Special Condition Nos. (4), (5), (6) and (7) of the Government Grant, which are set out in full under the Summary of Land Grant of this sales brochure.
- The Yellow Area is referred to in Special Condition Nos. (8), (9), (10) and (11) of the Government Grant, which are set out in full under the Summary of Land Grant of this sales brochure.
- The Pink Hatched Black Area is referred to in Special Condition No.(18) of the Government Grant, which is set out in full under the Summary of Land Grant of this sales brochure.
- There are certain common areas present within the following Residential Units in the Development. According to the latest draft deed of mutual covenant incorporating management agreement of the Development, the following parts within a Residential Unit shall form part of the common area (as Residential Common Areas and Facilities):-

	Items	Applicable units
(a)	all structural parts and reinforced concrete slab within the Residential Units (but excluding the finishes covering the surfaces thereof)	All Residential Units
(b)	portions of flat roofs (excluding those forming parts of the Residential Units) where maintenance of the drainage pipes covered by the exterior perforated metal architectural features may be carried out for the benefit of all Residential Units. For the purposes of identification only, the relevant portions are marked in the floor plan for 5/F in the Floor Plans of Residential Properties in the Development of this sales brochure.	Flats A, B, C, D, E, F, G, H, J and K on 5/F

- 若賣方應買方於正式買賣合約（「買賣合約」）下的要求同意（同意與否賣方有酌情權決定）取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位總售價百分之五(5%)之金額，而買方須向賣方另外繳付或補還（視屬何情況而定）所有與取消買賣合約有關之法律費用、收費及開銷（包括任何印花稅）。
- 賣方將會或已經（視屬何情況而定）支付所有關發展項目所興建在之土地於《批地條件》第20380號（就本部分而言，簡稱「批地文件」）日期起計至相關買家的相關轉讓契日期（包括該兩日）期間之未付地稅。
- 已簽署買賣合約之買方，如每次已支付不多於港幣\$100之象徵式費用，有權獲取並按其要求時將獲提供以下的最新紀錄印本：完成發展項目的總建築費用及總專業費用，及截至該要求作出當月前之月份完結時已支出和繳付之總建築費用及總專業費用。
- 「綠色範圍」、「綠色加藍點範圍」及「綠色加黑點範圍」在批地文件特別條款第(4)、(5)、(6)及(7)條提及。該等條款在本售樓說明書的「批地文件的摘要」中全部列出。
- 「黃色範圍」在批地文件特別條款第(8)、(9)、(10)及(11)條提及。該等條款在本售樓說明書的「批地文件的摘要」中全部列出。
- 「粉紅色間黑斜線範圍」在批地文件特別條款第(18)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
- 發展項目的以下住宅單位內設有若干公用部分。根據發展項目的最新擬定之《公契及管理協議》，住宅單位內的以下部分將構成公用部分（作為住宅公用地方及設施）的一部分：

	項目	適用單位
(a)	住宅單位內部所有結構部件和鋼筋混凝土板（但不包括覆蓋該處表面的飾面）	所有住宅單位
(b)	平台部分（不包括構成住宅單位一部分的範圍）在該處可為所有住宅單位受益而進行維修室外透孔金屬建築裝飾板所為遮蓋的排水管。有關部分已在本售樓說明書的「發展項目的住宅物業的樓面平面圖」的5樓樓面平面圖中標示，僅供識別。	5樓的A、B、C、D、E、F、G、H、J及K單位

CHANGES 改變

There may be future changes to the Development and the surrounding areas.

發展項目及其周邊地區日後可能出現改變。

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