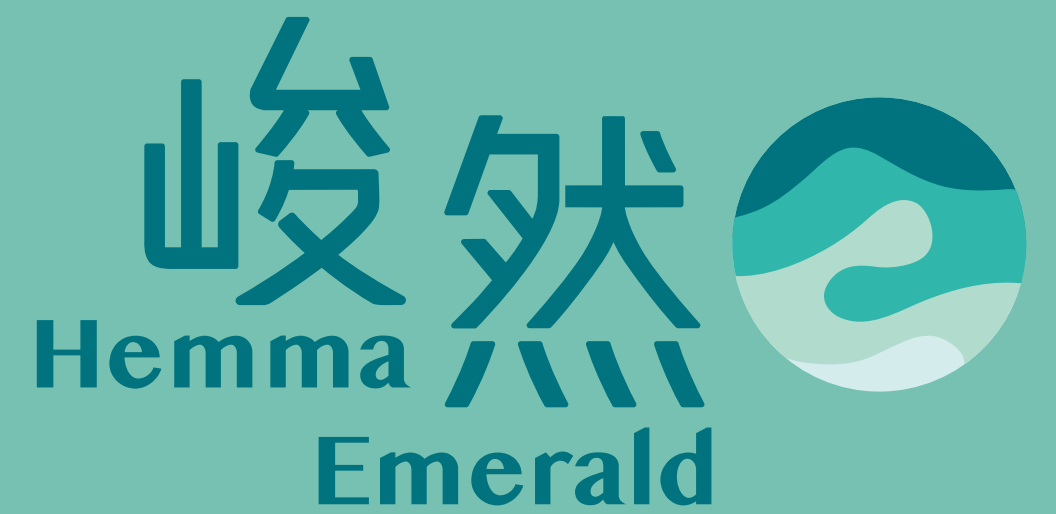




Sales Brochure 售樓說明書



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.

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.

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.

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.

6. Government Land Grant and Deed of Mutual Covenant (DMC)

- Read the Government Land Grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government Land Grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government Land Grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a “consumption table” is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor’s right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general

expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the “Pre-sale Consent” has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 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
March 2023

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.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 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。

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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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。
- 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。

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 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

NAME OF THE DEVELOPMENT	
Hemma Emerald	
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	
22 On Hei Street*	
* The provisional street number is subject to confirmation when the Development is completed.	
TOTAL NUMBER OF STOREYS OF EACH MULTI-UNIT BUILDING	
Tower 1 (comprising Tower 1A and Tower 1B) and Tower 2 (comprising Tower 2A and Tower 2B): 30 storeys (including Basement 2 Floor and Basement 1 Floor, excluding Roof and Upper Roof)	
THE FLOOR NUMBERING IN EACH MULTI-UNIT BUILDING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE DEVELOPMENT	
Tower 1 (comprising Tower 1A and Tower 1B) and Tower 2 (comprising Tower 2A and Tower 2B): Basement 2 Floor, Basement 1 Floor, Ground Floor, 1/F – 27/F, Roof, Upper Roof	
THE OMITTED FLOOR NUMBERS IN EACH MULTI-UNIT BUILDING IN WHICH THE FLOOR NUMBERING IS NOT IN CONSECUTIVE ORDER	
Tower 1 (comprising Tower 1A and Tower 1B) and Tower 2 (comprising Tower 2A and Tower 2B): Not Applicable	
THE REFUGE FLOORS (IF ANY) OF EACH MULTI-UNIT BUILDING	
Tower 1 (comprising Tower 1A and Tower 1B) and Tower 2 (comprising Tower 2A and Tower 2B): Located on Roof	
The Development is an uncompleted development	
a) The estimated material date for the development, as provided by the authorized person for the development: 30 September 2027	
b) The above estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.	
c) Under the Land Grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the Agreement for Sale and Purchase, without limiting any other means by which the completion of the 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).	
Note:	
“Material date” means the date on which the conditions of the Land Grant are complied with in respect of the Development.	
發展項目的名稱	
峻然	
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	
安禧街 22 號*	
* 上述臨時門牌號數有待發展項目建成時確認。	
每幢多單位建築物的樓層的總數	
第 1 座 (包括第 1A 座及第 1B 座) 及第 2 座 (包括第 2A 座及第 2B 座)：30 層 (包括地庫 2 層及地庫 1 層，不包括天台及上層天台)	
發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數	
第 1 座 (包括第 1A 座及第 1B 座) 及第 2 座 (包括第 2A 座及第 2B 座)：地庫 2 層、地庫 1 層、地下、1 樓至 27 樓、天台、上層天台	
每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數	
第 1 座 (包括第 1A 座及第 1B 座) 及第 2 座 (包括第 2A 座及第 2B 座)：不適用	
每幢多單位建築物內的庇護層 (如有的話)	
第 1 座 (包括第 1A 座及第 1B 座) 及第 2 座 (包括第 2A 座及第 2B 座)：設於天台	
發展項目屬未落成發展項目	
a) 由發展項目的認可人士提供的發展項目的預計關鍵日期：2027 年 9 月 30 日	
b) 上述預計關鍵日期是受到買賣合約所允許的任何延期所規限的。	
c) 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明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，即為發展項目已落成或當作已落成 (視屬何情況而定) 的確證。	
註：	
「關鍵日期」指批地文件的條件就發展項目而獲符合的日期。	

02 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

Hong Kong Housing Society

HOLDING COMPANY OF THE VENDOR

Not Applicable

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

Mr. ORR Wah Hung David, Wong Tung & Partners Limited

BUILDING CONTRACTOR FOR THE DEVELOPMENT

Hip Hing Engineering Company Limited

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

Kao, Lee & Yip

ANY AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE DEVELOPMENT

Not Applicable

ANY OTHER PERSON WHO HAS MADE A LOAN FOR THE CONSTRUCTION OF THE DEVELOPMENT

Not Applicable

賣方

香港房屋協會

賣方的控權公司

不適用

發展項目的認可人士及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

柯華雄先生，王董建築師事務有限公司

發展項目的承建商

協興工程有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

高李葉律師行

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

03 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
(b) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person;	Not Applicable
(c) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	Not Applicable
(d) The Vendor or a Building Contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(e) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(f) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(g) The Vendor or a Building Contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(h) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(i) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	Not Applicable
(j) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a private company, and an Authorized Person for the Development, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable

(k) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(l) The Vendor or a Building Contractor for the Development is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(m) The Vendor or a Building Contractor for the Development is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor;	Not Applicable
(n) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(o) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(p) The Vendor or a Building Contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(q) The Vendor or a Building Contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor;	Not Applicable
(r) The Vendor or a Building Contractor for the Development is a corporation, and the corporation of which an Authorized Person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(s) The Vendor or a Building Contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor	Not Applicable

03 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a) 賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	不適用
(b) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	不適用
(c) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的家人；	不適用
(d) 賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用
(e) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用
(f) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的有聯繫人士的家人；	不適用
(g) 賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(h) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(i) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述律師事務所的經營人的家人；	不適用
(j) 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用

(k) 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(l) 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(m) 賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	不適用
(n) 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用
(o) 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(p) 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(q) 賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	不適用
(r) 賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	不適用
(s) 賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團	不適用

04

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

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

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

SCHEDULE OF 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表

Tower 座數	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)
Tower 1A 第1A座	2/F – 27/F 2樓至27樓	A	0.622
		B	1.459
		C	1.459
		D	1.290
		E	0.698
		F	0.698
		G	1.218
		H	1.466
		J	0.828
		K	0.622

Tower 座數	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)
Tower 1B 第1B座	1/F 1樓	A	0.729
		B	0.698
		C	0.889
		D	0.889
		E	1.353
		F	1.353
		G	1.297
		H	0.878
	2/F – 27/F 2樓至27樓	A	0.729
		B	0.698
		C	0.889
		D	0.889
		E	1.353
		F	1.353
		G	1.297
		H	0.878

Note:
Flats “A” to “K” on 1/F of Tower 1A are omitted. Flat “I” on 2/F to 27/F of Tower 1A is omitted.

備註：
第1A座之1樓不設「A」至「K」單位。第1A座之2至27樓不設「I」單位。

04

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

Tower 座數	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)
Tower 2A 第2A座	1/F 1樓	A	0.729
		B	0.698
		C	0.889
		D	0.889
		E	1.353
		F	1.353
		G	1.297
		H	0.878
	2/F – 27/F 2樓至27樓	A	0.729
		B	0.698
		C	0.889
		D	0.889
		E	1.353
		F	1.353
		G	1.297
		H	0.878

Note:
Flat “G” to Flat “H” on 1/F of Tower 2B are omitted. Flat “I” on 1/F to 27/F of Tower 2B is omitted.

Tower 座數	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)
Tower 2B 第2B座	1/F 1樓	A	0.622
		B	1.459
		C	1.459
		D	1.290
		E	0.698
		F	0.698
		J	0.698
		K	0.698
	2/F – 27/F 2樓至27樓	A	0.622
		B	1.459
		C	1.459
		D	1.290
		E	0.698
		F	0.698
		G	1.218
		H	1.466
		J	0.698
		K	0.698

There will be no curtain walls forming part of the enclosing walls of the Development.
發展項目將不會有構成圍封牆一部分的幕牆。

備註：
第2B座之1樓不設「G」至「H」單位。第2B座之1至27樓不設「I」單位。

05 INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

THE MANAGER OF THE DEVELOPMENT TO BE APPOINTED UNDER THE LATEST DRAFT DEED OF MUTUAL COVENANT

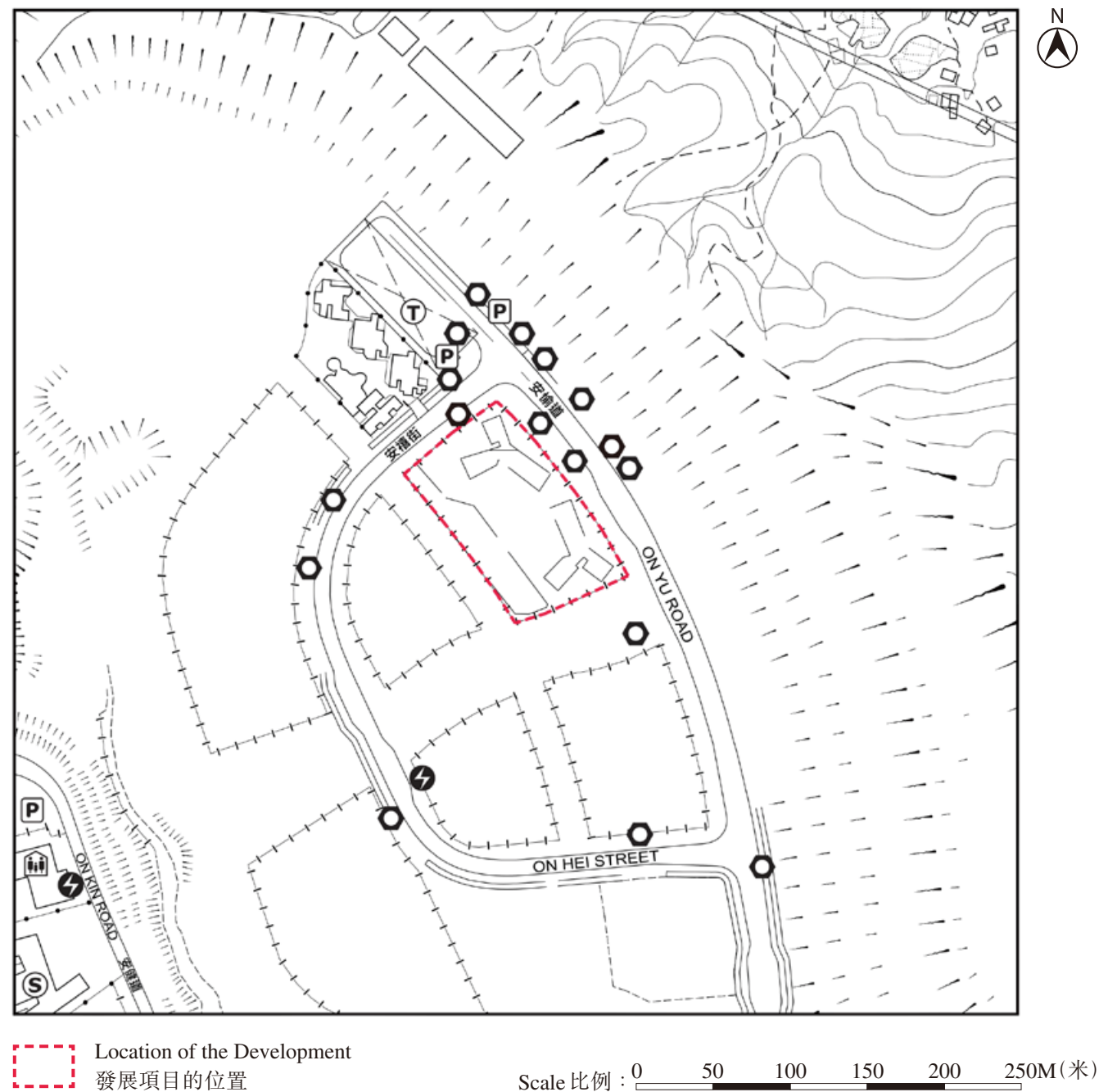
Hong Kong Housing Society

根據公契的最新擬稿將獲委任的發展項目的管理人

香港房屋協會

06 LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



NOTATION 圖例

- Power Plant (including Electricity Sub-stations)
發電廠 (包括電力分站)
- Public Utility Installation
公用事業設施裝置
- School (including Kindergarten)
學校 (包括幼稚園)
- Social Welfare Facilities (including Elderly Centre and 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)
- Public Transport Terminal (including Rail Station)
公共交通總站 (包括鐵路車站)
- Public Carpark (including Lorry Park)
公眾停車場 (包括貨車停泊處)

The Location Plan is prepared with reference to the Digital Topographic Map No. T11-NE-B dated 17 July 2025 and No. T11-NE-D dated 31 July 2025 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

所在位置圖參考日期為2025年7月17日之地政總署測繪處之數碼地形圖(編號為T11-NE-B)及日期為2025年7月31日之地政總署測繪處之數碼地形圖(編號為T11-NE-D)製作, 有需要處經修正處理。

The Map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供, 香港特別行政區政府為知識產權擁有人。

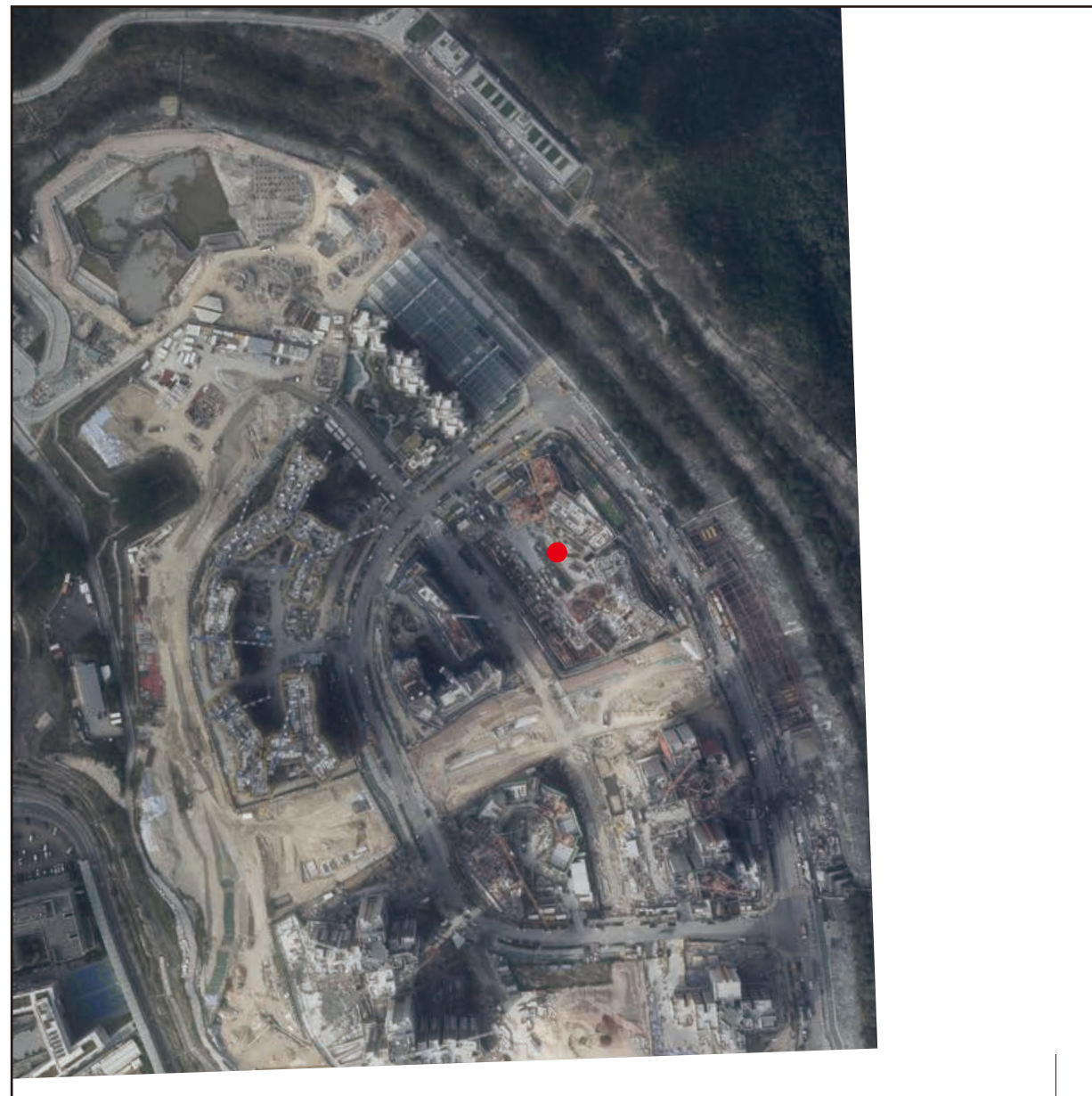
Notes:

1. 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.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

備註:

1. 由於發展項目的邊界不規則的技術原因, 此所在位置圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
2. 賣方建議準買家到發展項目作實地考察, 以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。

07 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

This blank area falls outside the coverage of aerial photograph
鳥瞰照片並不覆蓋本空白範圍

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. E243106C, dated 8 November 2024.

摘錄自地政總署測繪處於2024年11月8日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E243106C。

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Notes:

1. The aerial photograph 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.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

07 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

This blank area falls outside the coverage of aerial photograph
鳥瞰照片並不覆蓋本空白範圍

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 3,000 feet, photo no. E248626C, dated 7 January 2025.

摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝之鳥瞰照片，照片編號為E248626C。

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Notes:

1. The aerial photograph 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.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

07 AERIAL PHOTOGRAPH OF THE DEVELOPMENT 發展項目的鳥瞰照片



This blank area falls outside the coverage of aerial photograph
鳥瞰照片並不覆蓋本空白範圍

● 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 3,000 feet, photo no. E248453C, dated 7 January 2025.

摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝之鳥瞰照片，照片編號為E248453C。

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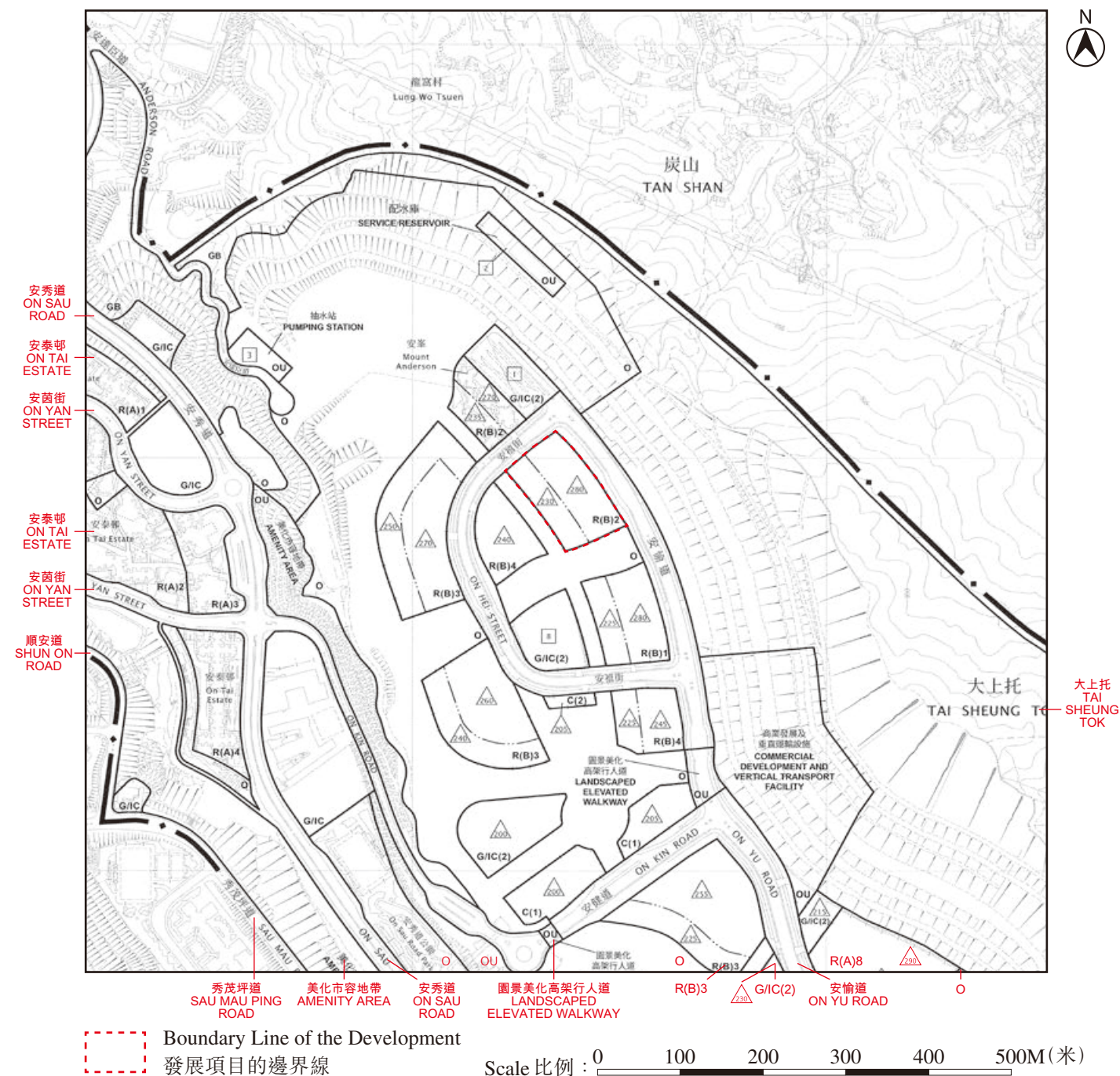
Notes:

1. The aerial photograph 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.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

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NOTATION 圖例

ZONES		地帶
	COMMERCIAL	商業
	RESIDENTIAL (GROUP A)	住宅 (甲類)
	RESIDENTIAL (GROUP B)	住宅 (乙類)
	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
	OPEN SPACE	休憩用地
	OTHER SPECIFIED USES	其他指定用途
	GREEN BELT	綠化地帶
COMMUNICATIONS		交通
	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)

Adopted from part of approved Kowloon Planning Area No.14 (Part) – Kwun Tong (North) Outline Zoning Plan No. S/K14N/16 gazetted on 8 August 2025.

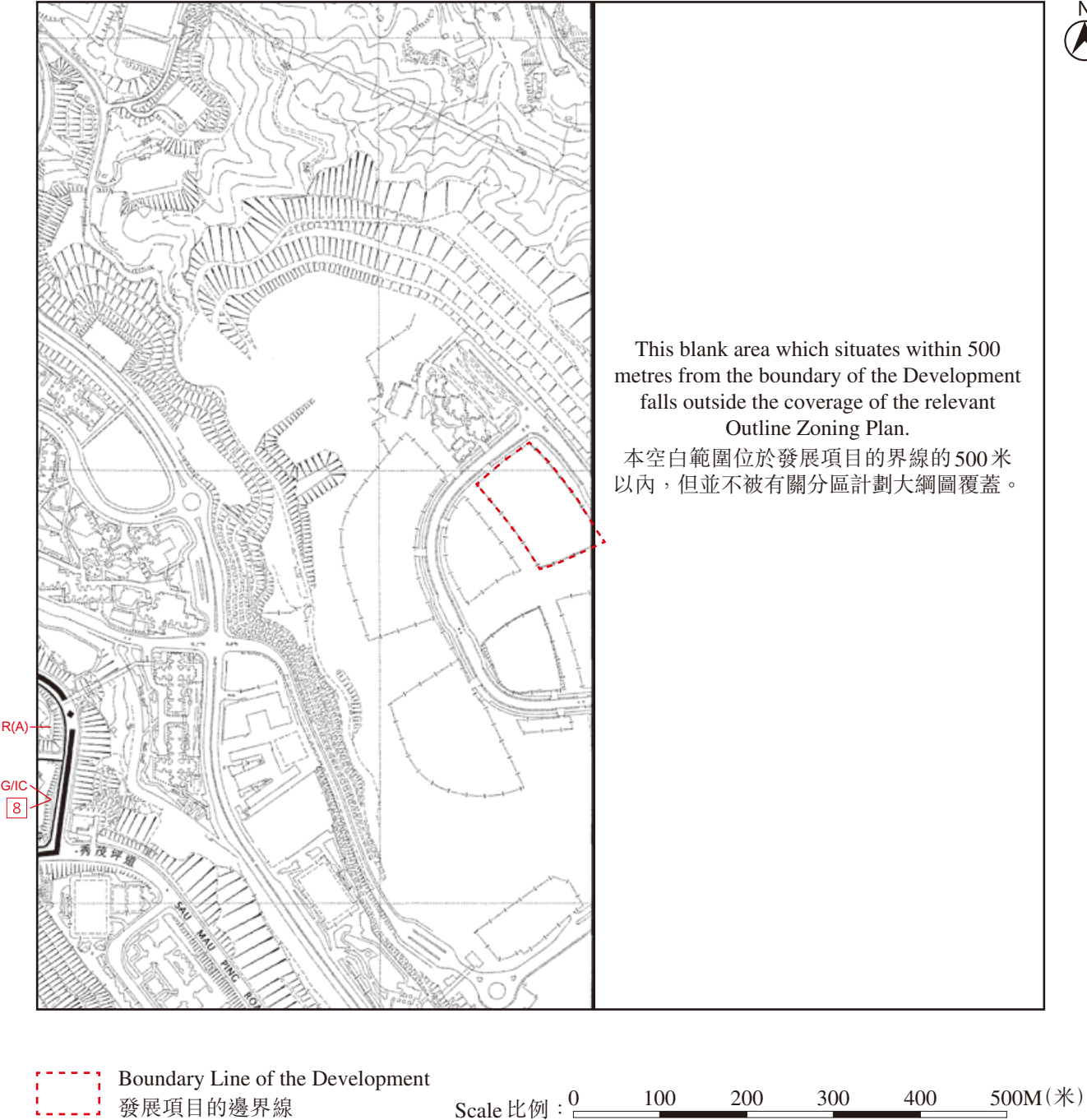
摘錄自 2025 年 8 月 8 日刊憲之觀塘北部 (九龍規劃區第 14 區部分) 分區計劃大綱核准圖，編號為 S/K14N/16。

Notes:

- The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR.
- The Outline Zoning 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.
- The Vendor advises prospective purchasers to conduct an on-site visit for better understanding of the Development site, its surrounding environment and the public facilities nearby.

備註：

- 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署署長准許複印。
- 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
- 賣方建議準買方到該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。



NOTATION 圖例

ZONES		地帶
R(A)	RESIDENTIAL (GROUP A)	住宅 (甲類)
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
COMMUNICATIONS		交通
	MAJOR ROAD AND JUNCTION	主要道路及路口
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
8	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	最高建築物高度 (樓層數目)

Adopted from part of approved Kowloon Planning Areas No.13 & 17 – Ngau Tau Kok & Kowloon Bay Outline Zoning Plan No. S/K13/33 gazetted on 21 March 2025.

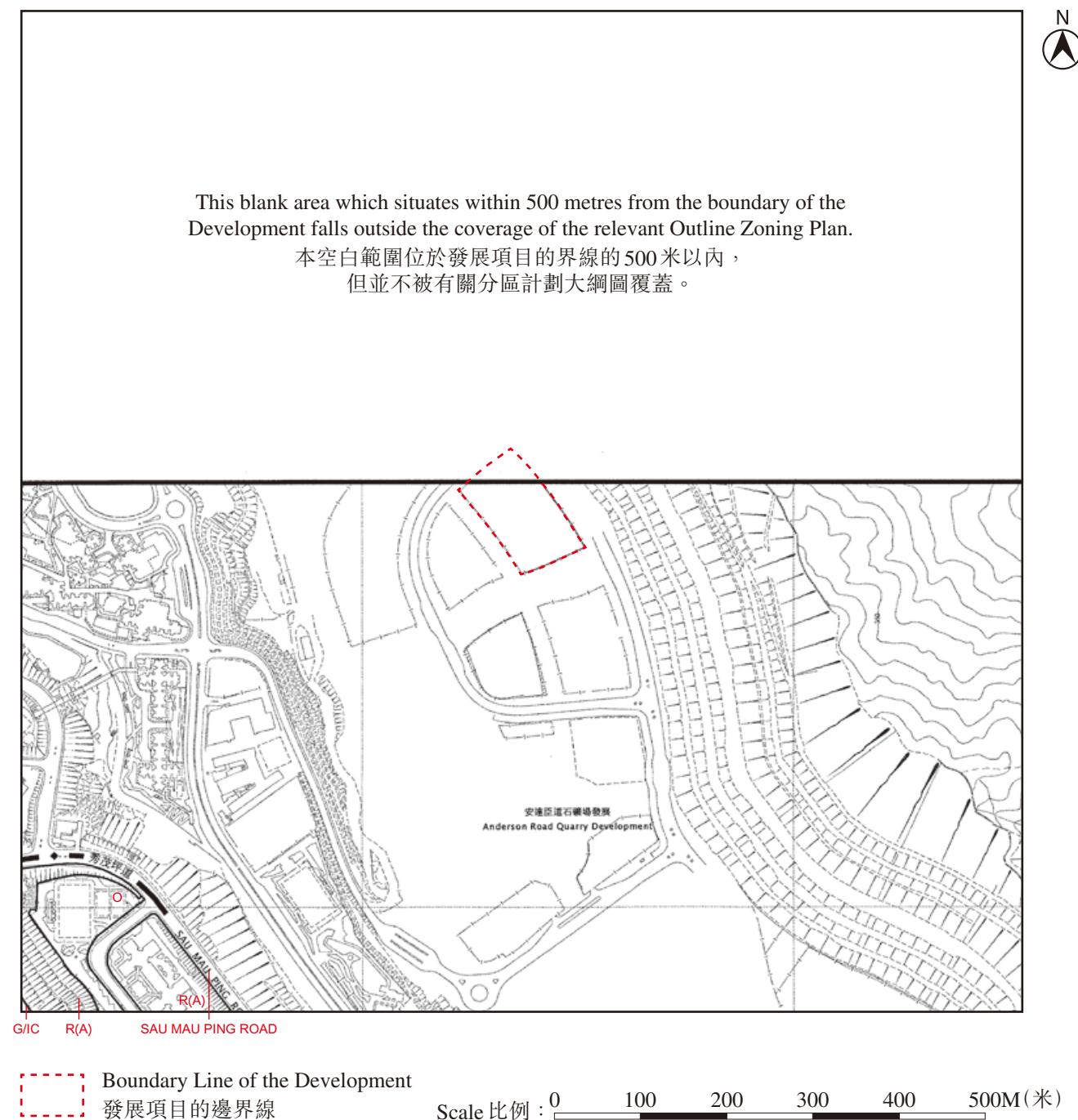
摘錄自2025年3月21日刊憲之牛頭角及九龍灣(九龍規劃區第13及17區)分區計劃大綱核准圖，編號為S/K13/33。

Notes:

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- The Outline Zoning 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.
- The Vendor advises prospective purchasers to conduct an on-site visit for better understanding of the Development site, its surrounding environment and the public facilities nearby.

備註：

- 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署署長准許複印。
- 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
- 賣方建議準買方到該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。



NOTATION 圖例

ZONES	地帶
R(A)	RESIDENTIAL (GROUP A) 住宅 (甲類)
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY 政府、機構或社區
O	OPEN SPACE 休憩用地
COMMUNICATIONS	交通
	MAJOR ROAD AND JUNCTION 主要道路及路口
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

Adopted from part of approved Kowloon Planning Area No.14 (Part) – Kwun Tong (South) Outline Zoning Plan No. S/K14S/26 gazetted on 26 July 2024.

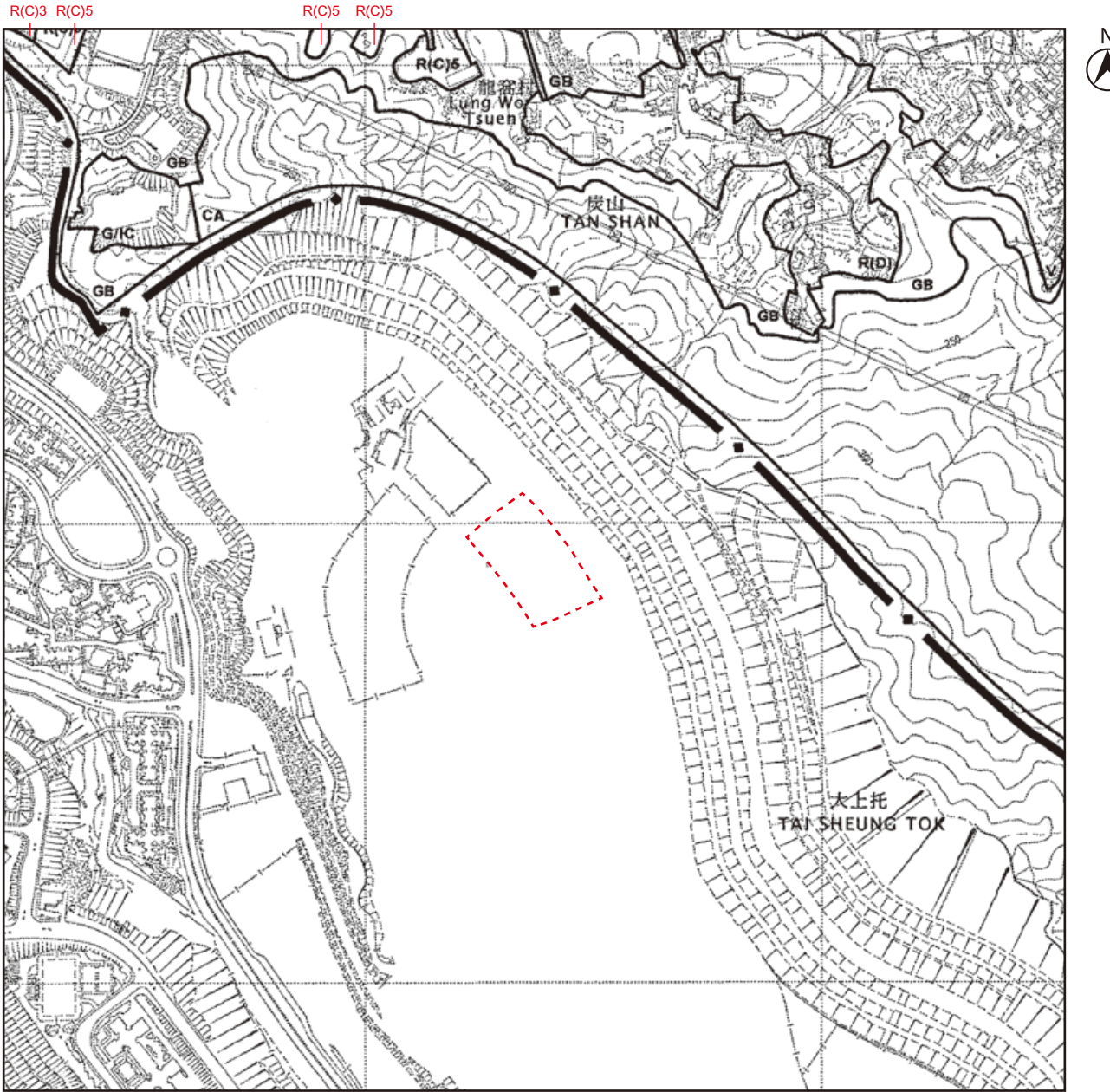
摘錄自2024年7月26日刊憲之觀塘南部(九龍規劃區第14區部分)分區計劃大綱核准圖，編號為S/K14S/26。

Notes:

- The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR.
- The Outline Zoning 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.
- The Vendor advises prospective purchasers to conduct an on-site visit for better understanding of the Development site, its surrounding environment and the public facilities nearby.

備註：

- 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署署長准許複印。
- 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
- 賣方建議準買方到該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。



Boundary Line of the Development
發展項目的邊界線

Scale 比例 : 0 100 200 300 400 500M(米)

NOTATION 圖例

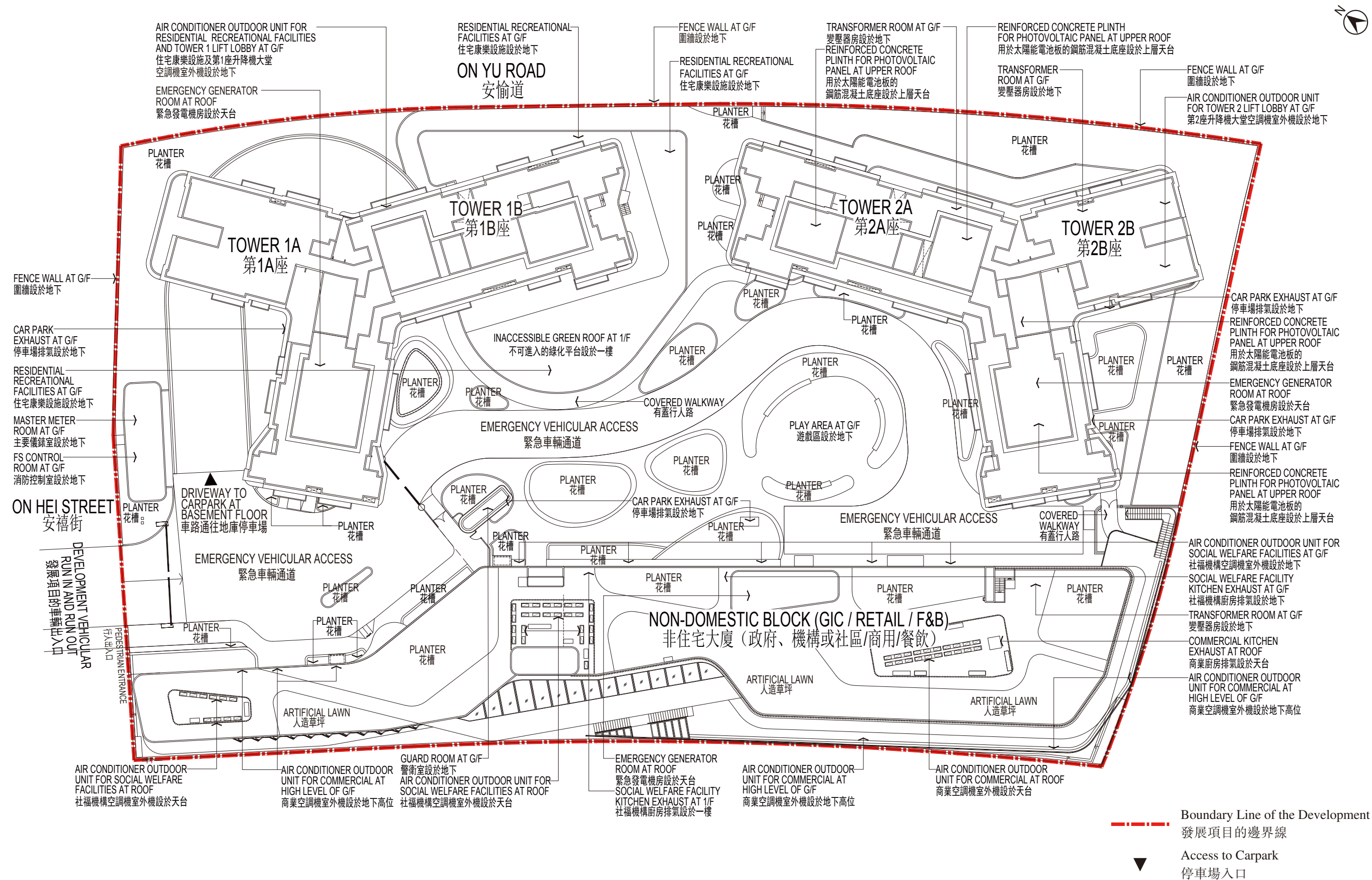
ZONES		地帶
R(C)	RESIDENTIAL (GROUP C)	住宅 (丙類)
R(D)	RESIDENTIAL (GROUP D)	住宅 (丁類)
V	VILLAGE TYPE DEVELOPMENT	鄉村式發展
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
GB	GREEN BELT	綠化地帶
CA	CONSERVATION AREA	自然保育區
COMMUNICATIONS		交通
	MAJOR ROAD AND JUNCTION	主要道路及路口
MISCELLANEOUS		其他
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線

Adopted from part of approved Tseng Lan Shue – Outline Zoning Plan No. S/SK-TLS/10 gazetted on 5 May 2023.
摘錄自 2023 年 5 月 5 日刊憲之井欄樹分區計劃大綱核准圖，編號為 S/SK-TLS/10。

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- 備註：
- 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署署長准許複印。
 - 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
 - 賣方建議準買方到該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。

09 LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖



The estimated date of completion of the buildings and facilities within the boundary of the Development, as provided by the Authorized Person for the Development: 31 MARCH 2027

發展項目的認可人士提供的在發展項目的界線之內的建築物及設施的預計落成日期：2027年3月31日

Scale 比例：0 10 20M (米)

10 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

樓面平面圖中所使用名詞及簡稱之圖例

___/F = ___ FLOOR = ___ 樓

AC = AIR-CONDITIONER PLATFORM = 空調機平台

2 x AC = AIR-CONDITIONER PLATFORM (2 X AIR CONDITIONERS) = 空調機平台 (2 X 空調機)

AD = AIR DUCT = 通風管道槽

AF = ARCHITECTURAL FEATURE = 建築裝飾

AF ABOVE = ARCHITECTURAL FEATURE ABOVE = 建築裝飾置上

BAL = BALCONY = 露台

BAL&UP = BALCONY AND UTILITY PLATFORM = 露台及工作平台

BATH = BATHROOM = 浴室

BR 1 = BEDROOM 1 = 睡房 1

BR 2 = BEDROOM 2 = 睡房 2

BUILDING LINE ABOVE = 位於上方的建築綫

COMMON FLAT ROOF = 公用平台

COMMON GREENERY = 公用綠化

COVERED WALKWAY = 有蓋走道

DIN = DINING ROOM = 飯廳

DN = DOWN = 向下

EL = ELECTRICAL ROOM = 電房

EL CABLE DUCT ROOM = ELECTRICAL CABLE DUCT ROOM = 電線槽房

ELV = EXTRA-LOW VOLTAGE DUCT = 低電壓槽

E/M = ELECTRICAL / MECHANICAL ROOM = 機電房

EMR = ELECTRIC METER ROOM = 電錶房

HR = HOSE REEL = 消防喉轆

KIT = KITCHEN = 廚房

LIFT ___ = LIFT L ___ = 升降機 L ___

LIV = LIVING ROOM = 客廳

M BATH = MASTER BATHROOM = 主人浴室

MBR = MASTER BEDROOM = 主人睡房

O KIT = OPEN KITCHEN = 開放式廚房

PD = PIPE DUCT = 管道槽

REFUSE CHUTE = 垃圾槽

RSMRR = REFUSE STORAGE AND MATERIAL RECOVERY ROOM = 垃圾及物料回收室

UP = 向上

WMC = WATER METER CABINET = 水錶箱

Notes applicable to the floor plans of this section:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. There may be architectural features and/or exposed pipes on external walls of some floors.
3. Common pipes exposed and/or enclosed in cladding are located at / adjacent to balcony and/or utility platform and/or air-conditioner platform and/or external wall of some residential units.
4. There are false ceiling and/or bulkheads at living room / dining room, bedrooms, bathrooms and kitchen of some residential units for the installation of air-conditioning system and/or mechanical and electrical services.
5. The internal ceiling height within some residential units may vary due to structural, architectural and/or decoration design variations.
6. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sinks, wash basins, hobs, water closets, showers, sink counters, etc., are retrieved from the latest approved building plans and are for general indication only and are indications of their approximate locations only but not indications of their actual sizes, designs and shapes.
7. Balcony and utility platforms are non-enclosed areas.

適用於本節各樓面平面圖之備註：

1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。
2. 部分樓層外牆或設有建築裝飾及外露喉管。
3. 部分單位的露台及/或工作平台及/或空調機平台及/或外牆或其鄰近地方設有外露及/或內藏於飾板的公用喉管。
4. 部份單位客廳/飯廳、睡房、浴室及廚房之假天花及/或假陣內裝有空調系統及/或其他機電設備。
5. 部分單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要而有差異。
6. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、面盆、煮食爐、坐廁、淋浴間、洗滌盆櫃等乃摘自最新經批准之建築圖則，只作一般性標誌及只供展示其大約位置而非展示其實際大小、設計及形狀。
7. 露台及工作平台為不可封閉的地方。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1A
第1A座

2/F
2樓



TOWER 1B
第1B座

Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型式安裝

Scale 比例: 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1A 第 1A 座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	2/F 2 樓	125, 165	125, 165	125, 165	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165	125, 150, 165, 400	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
- Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.
 - According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.
 - According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
 - According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
 - The total number of residential units provided in the Development is 960.

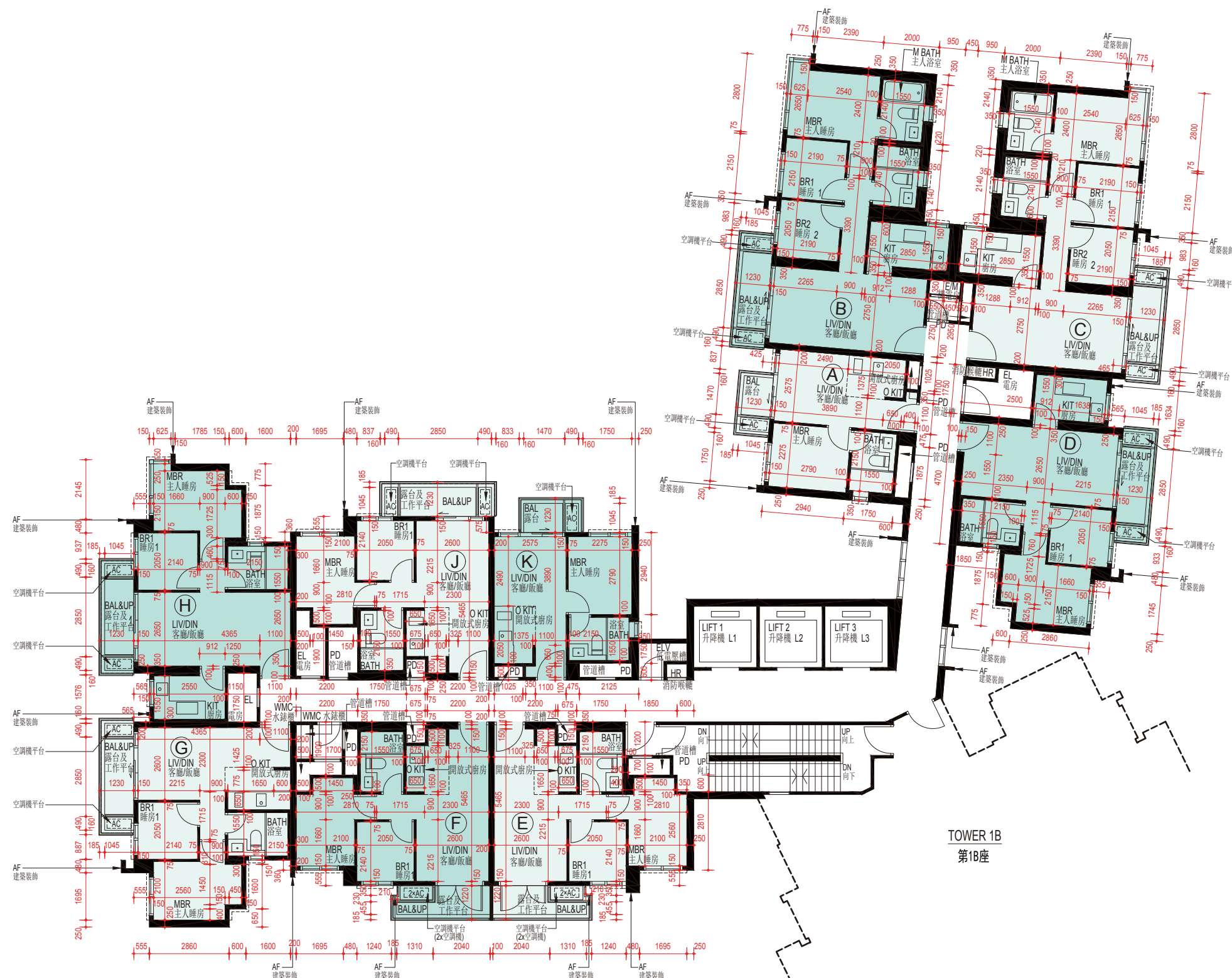
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。
 - 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。
 - 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
 - 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：
 - 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
 - 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1A | 3/F – 26/F
第1A座 | 3樓至26樓



TOWER 1B
第1B座

2xAC

Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型式安裝

Scale 比例: 0 2 4M(米)



10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1A 第 1A 座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	3/F – 26/F 3 樓至 26 樓	125, 165	125, 165	125, 165	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165	125, 150, 165, 400	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

Notes:

- Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.
- According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.
- According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
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- The total number of residential units provided in the Development is 960.

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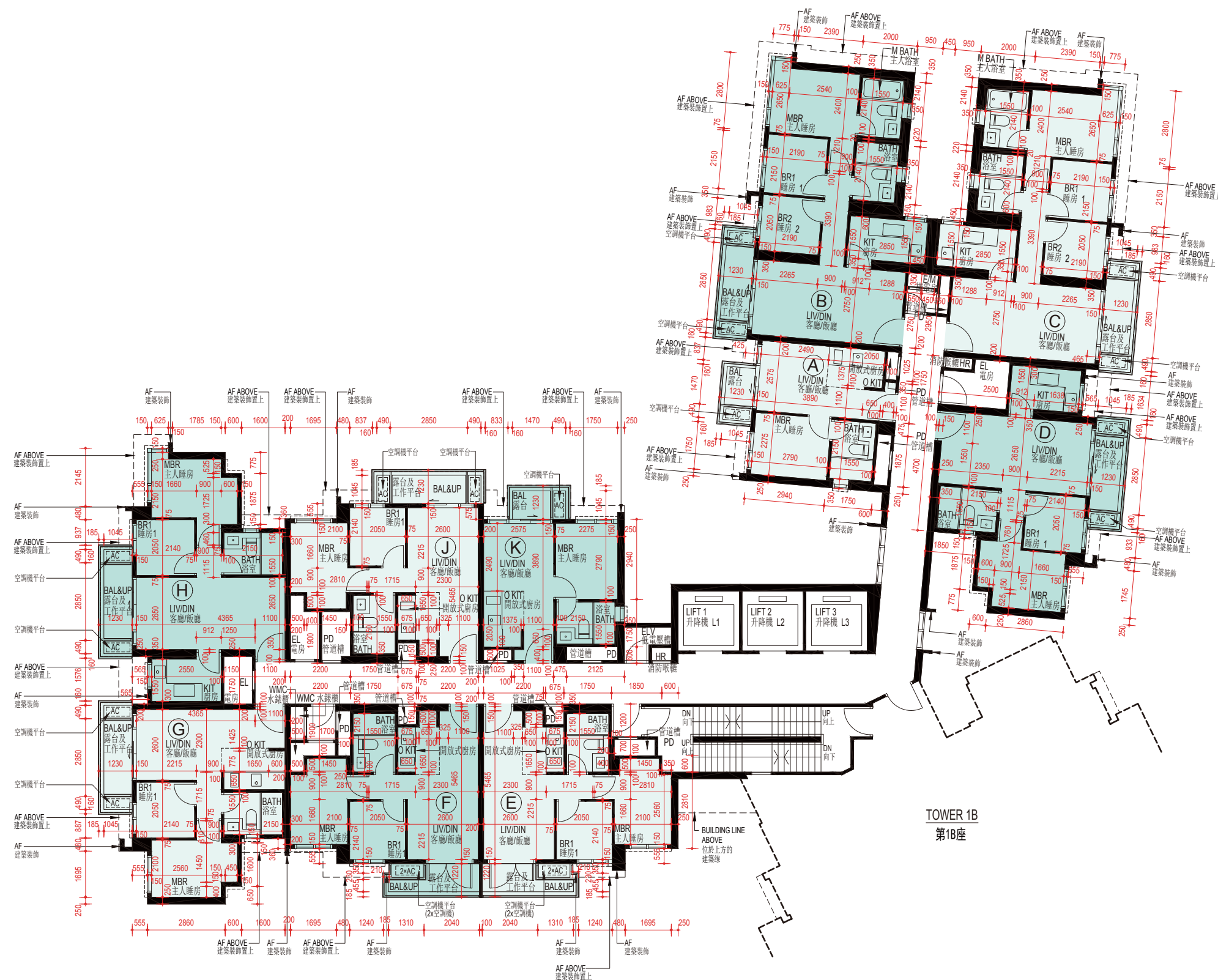
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- 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1A | 27/F
第1A座 | 27樓



TOWER 1B
第18座

2xAC Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型式安裝

Scale 比例: 0 2 4M(米)



10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1A 第 1A 座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	27/F 27 樓	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		3100, 3125, 3450	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	3100, 3125, 3450	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	3100, 3125, 3450

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

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 - According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
 - The total number of residential units provided in the Development is 960.

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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。
 - 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。
 - 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
 - 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：
 - 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
 - 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1B | 1/F
第1B座 | 1樓



2xAC Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型安裝

Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1B 第 1B 座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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）	1/F 1 樓	125, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2750, 2900, 3100	2850, 2900, 3100	2850, 2900, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
1. Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.

3. According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.

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(a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.

(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

5. The total number of residential units provided in the Development is 960.

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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。

2. 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。

3. 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：

(a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。

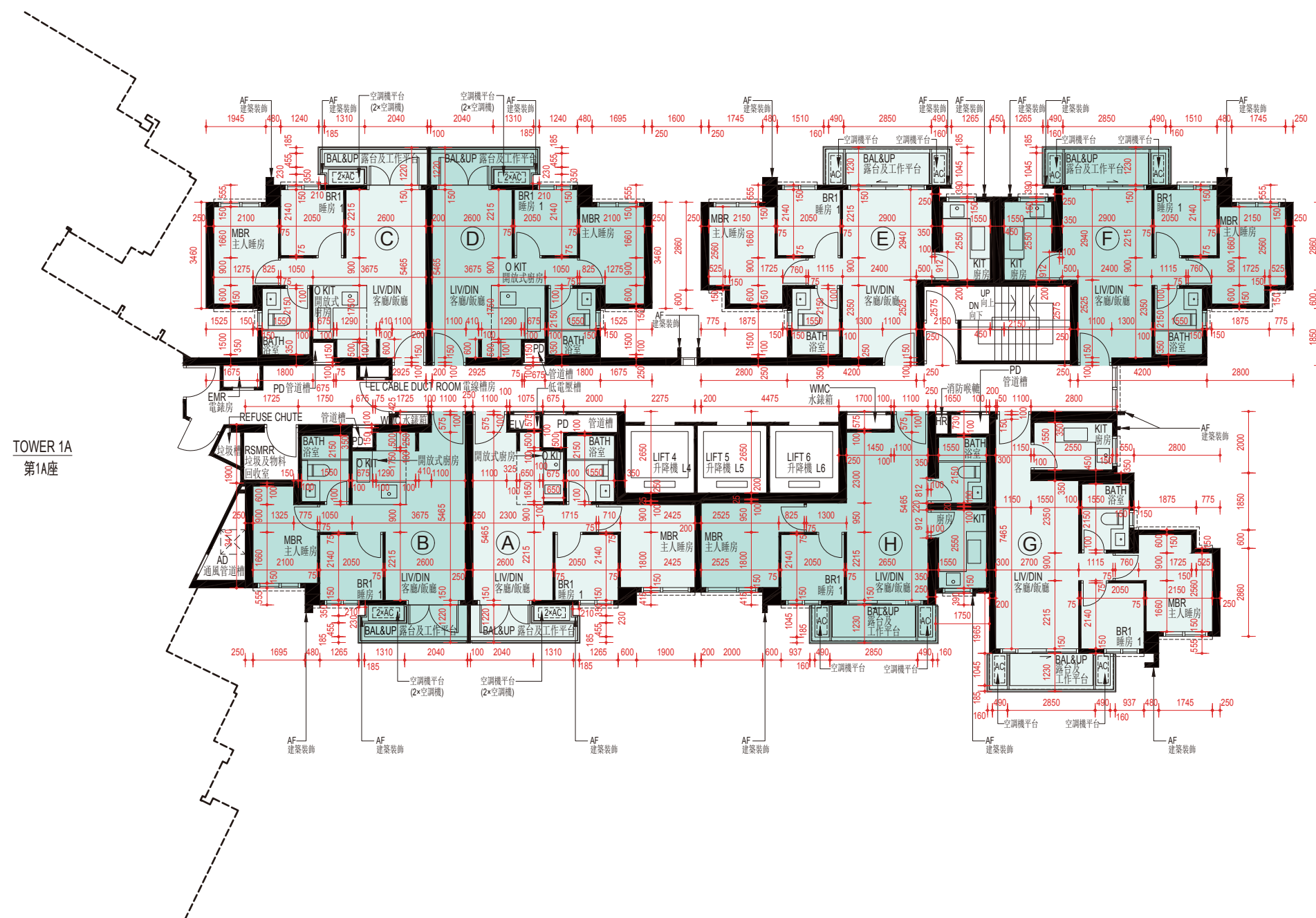
(b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。

5. 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1B | 2/F – 26/F
第1B座 | 2樓至26樓



2×AC

Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統式安裝

Scale 比例: 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1B 第 1B 座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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）	2/F – 26/F 2 樓至 26 樓	125, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2750, 2900, 3100	2850, 2900, 3100	2850, 2900, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
1. Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.

3. According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.

4. According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):

(a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.

(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

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- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。

2. 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。

3. 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：

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5. 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1B | 27/F
第1B座 | 27樓



2xAC Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型安裝

Scale 比例: 0 2 4M(米)



10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1B 第 1B 座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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)	27/F 27 樓	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) (毫米)		3100, 3125, 3450	3100, 3125, 3300, 3450	3100, 3125, 3300, 3350	3100, 3125, 3300, 3350	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

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 - 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2A | 1/F
第2A座 | 1樓



TOWER 2B
第2B座

[2xAC] Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型式安裝

Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2A 第2A座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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）	1/F 1樓	125, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2750, 2900, 3100	2850, 2900, 3100	2850, 2900, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
1. Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.

3. According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.

4. According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):

(a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.

(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

5. The total number of residential units provided in the Development is 960.

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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。

2. 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。

3. 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：

(a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。

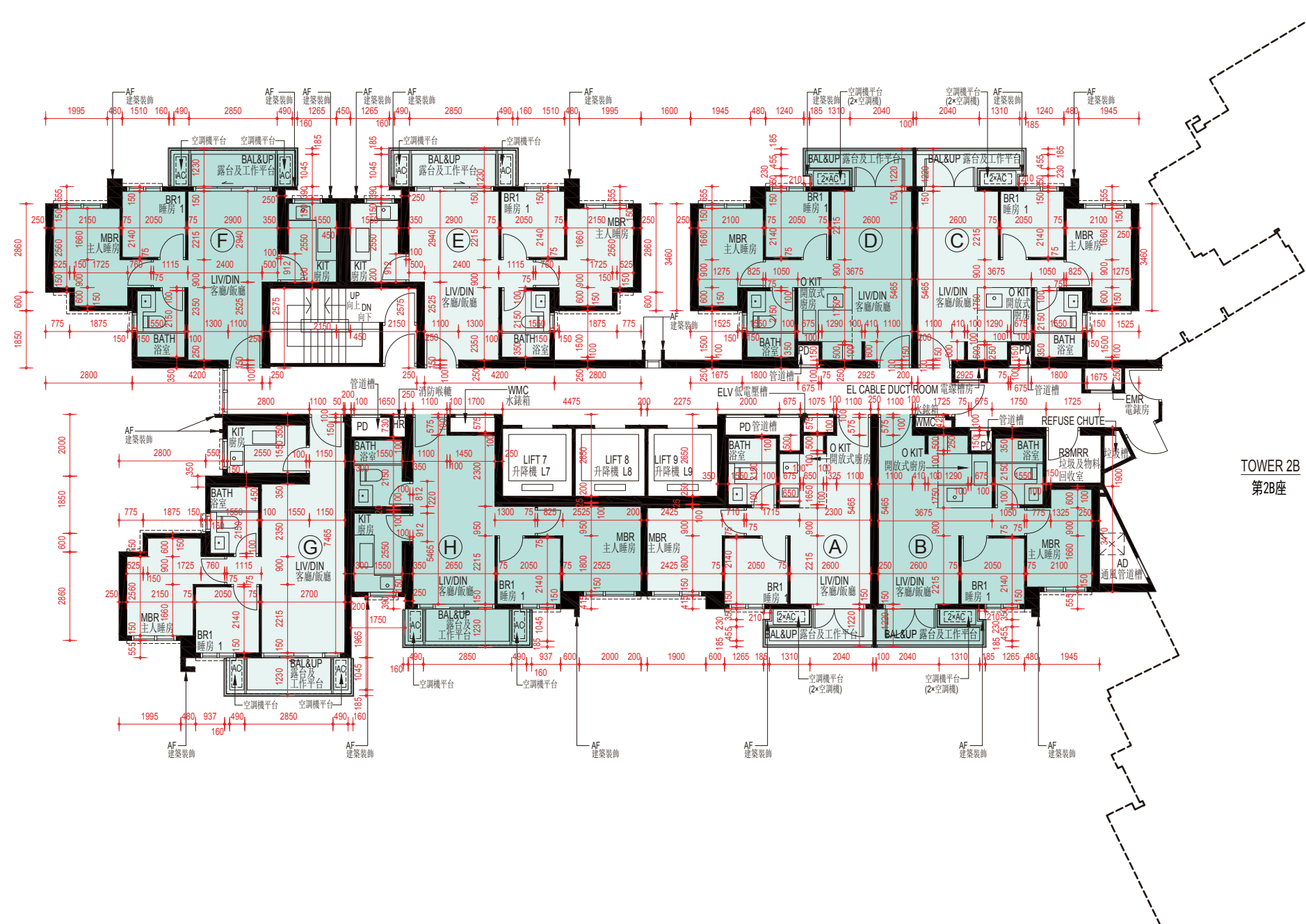
(b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。

5. 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2A | 2/F – 26/F
第2A座 | 2樓至26樓



TOWER 2B
第2B座

[2×AC]

Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型安裝

Scale 比例: 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2A 第2A座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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）	2/F – 26/F 2樓至26樓	125, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165, 350	125, 150, 165	125, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2750, 2900, 3100	2850, 2900, 3100	2850, 2900, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

Notes:

- Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.
- According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.
- According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
- According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
- The total number of residential units provided in the Development is 960.

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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

備註：

- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第25頁。
- 根據批地文件特別條款第(5)(d)條，在測量約份第3約地段第1074號（「該地段」）上已建或擬建之住宅單位總數須不少於950個。
- 根據批地文件特別條款第(57)條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
- 根據發展項目之公契及管理協議（「公契」）第V節第B分節第15條：
 - 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(57)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
- 發展項目提供的住宅物業總數為960個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2A | 27/F
第2A座 | 27樓



TOWER 2B
第2B座

[2×AC]

Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型安裝

Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2A 第2A座							
		Flat 單位							
		A	B	C	D	E	F	G	H
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）	27/F 27樓	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		3100, 3125, 3450	3100, 3125, 3300, 3450	3100, 3125, 3300, 3350	3100, 3125, 3300, 3350	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
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- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第25頁。

2. 根據批地文件特別條款第(5)(d)條，在測量約份第3約地段第1074號（「該地段」）上已建或擬建之住宅單位總數須不少於950個。

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5. 發展項目提供的住宅物業總數為960個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2B | 1/F
第2B座 | 1樓



2xAC Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統式安裝

Scale 比例: 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2B 第2B座							
		Flat 單位							
		A	B	C	D	E	F	J	K
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）	1/F 1樓	125, 165	125, 165	125, 165	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350, 400
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100	2750, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

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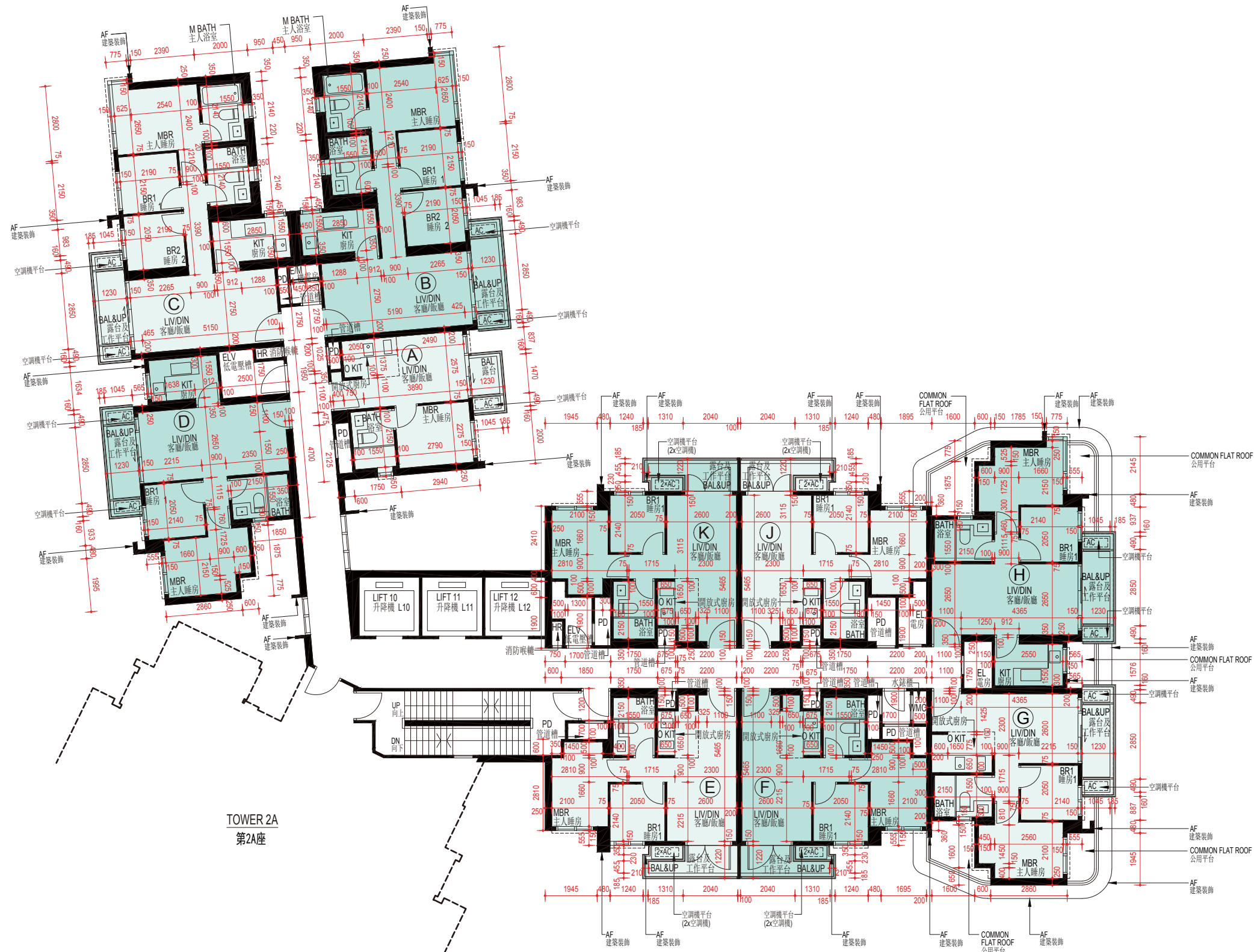
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。
 - 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。
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 - 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：
 - 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
 - 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2B | 2/F
第2B座 | 2樓



Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型式安裝

Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2B 第2B座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	2/F 2樓	125, 165	125, 165	125, 165	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
1. Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.

3. According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.

4. According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):

(a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.

(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

5. The total number of residential units provided in the Development is 960.

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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。

2. 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。

3. 根據批地文件特別條款第 (57) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 15 條：

(a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。

(b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第 (57) 條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。

5. 發展項目提供的住宅物業總數為 960 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2B | 3/F – 26/F
第2B座 | 3樓至26樓



Two air-conditioner outdoor units will be installed with a double deck system
兩部室外空調機會以雙層系統型安裝

Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2B 第2B座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	3/F – 26/F 3樓至26樓	125, 165	125, 165	125, 165	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400	125, 150, 165, 350	125, 150, 165	125, 150, 165, 350, 400	125, 150, 165, 350, 400
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2750, 3100	2850, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100	2850, 3100	2850, 3100	2750, 3100	2750, 3100

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

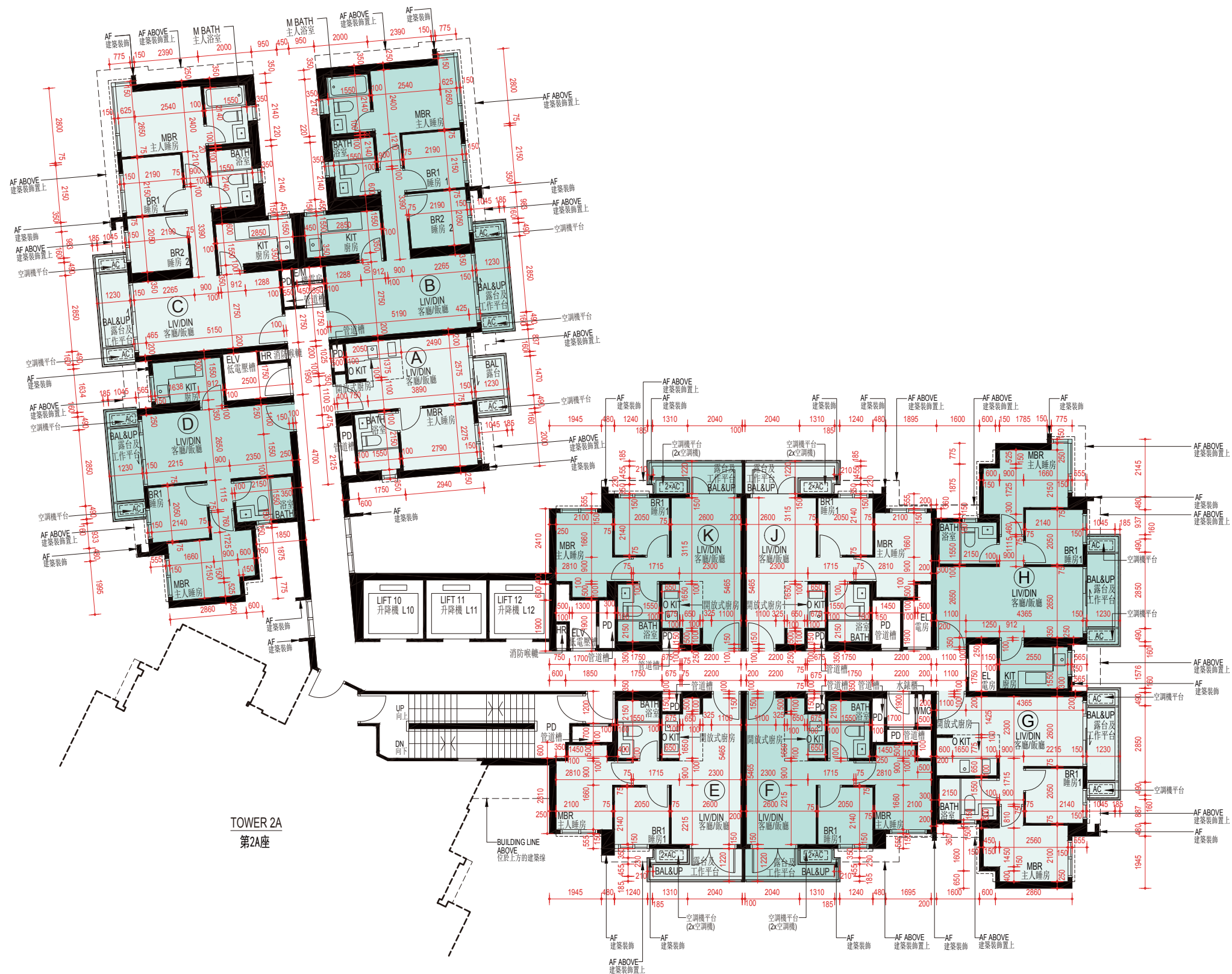
- Notes:
- Please refer to page 25 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.
 - According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.
 - According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
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 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
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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。（不適用於期數內的住宅物業，因期數的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 25 頁。
 - 根據批地文件特別條款第 (5)(d) 條，在測量約份第 3 約地段第 1074 號（「該地段」）上已建或擬建之住宅單位總數須不少於 950 個。
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 - 發展項目提供的住宅物業總數為 960 個。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

TOWER 2B
第2B座



[2xAC]

Scale 比例: 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2B 第2B座									
		Flat 單位									
		A	B	C	D	E	F	G	H	J	K
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）	27/F 27樓	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165	150, 165
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		3100, 3125, 3450	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	3100, 3125, 3450	3100, 3125, 3350	3100, 3125, 3350	3100, 3125, 3450	3100, 3125, 3450

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors.)

- Notes:
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 - 發展項目提供的住宅物業總數為960個。

11 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 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
Tower 1A 第1A座	2/F – 27/F 2樓至27樓	A	28.073 (302) Balcony 露台：2.005 (22) Utility Platform 工作平台：0.000 (0)	—	—	—	—	—	—	—	—	—	—
		B	61.499 (662) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	61.700 (664) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	45.922 (494) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	39.419 (424) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	38.944 (419) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	39.932 (430) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	45.861 (494) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		J	39.051 (420) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		K	28.073 (302) Balcony 露台：2.005 (22) Utility Platform 工作平台：0.000 (0)	—	—	—	—	—	—	—	—	—	—

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

Notes:

- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
- Flat A to Flat K on 1/F of Tower 1A are omitted. Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G to Flat H on 1/F of Tower 2B are omitted. Flat I on 1/F to 27/F of Tower 2B is omitted.
- There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
- 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
- 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Tower 座數	Floor 樓層	Flat 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
Tower 1B 第1B座	1/F 1樓	A	40.482 (436) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	41.867 (451) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	48.525 (522) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	47.689 (513) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
 - Flat A to Flat K on 1/F of Tower 1A are omitted. Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G to Flat H on 1/F of Tower 2B are omitted. Flat I on 1/F to 27/F of Tower 2B is omitted.
 - There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目（如有）的面積（不包括在實用面積內），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 備註：
- 以平方呎列出的面積由以平方米列出的面積以1平方米＝10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
 - 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
 - 發展項目住宅物業並無陽台。

11 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Tower 座數	Floor 樓層	Flat 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
Tower 1B 第1B座	2/F – 27/F 2樓至27樓	A	40.482 (436) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	41.867 (451) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	48.525 (522) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	47.689 (513) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

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- There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目（如有）的面積（不包括在實用面積內），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 以平方呎列出的面積由以平方米列出的面積以1平方米＝10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
- 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
- 發展項目住宅物業並無陽台。

11 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Tower 座數	Floor 樓層	Flat 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
Tower 2A 第2A座	1/F 1樓	A	40.482 (436) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	41.867 (451) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	48.525 (522) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	47.689 (513) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

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- There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目（如有）的面積（不包括在實用面積內），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 以平方呎列出的面積由以平方米列出的面積以1平方米＝10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
- 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
- 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Tower 座數	Floor 樓層	Flat 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
Tower 2A 第2A座	2/F – 27/F 2樓至27樓	A	40.482 (436) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	41.867 (451) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	41.335 (445) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	46.357 (499) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	48.525 (522) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	47.689 (513) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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 - There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目（如有）的面積（不包括在實用面積內），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 備註：
- 以平方呎列出的面積由以平方米列出的面積以1平方米＝10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
 - 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
 - 發展項目住宅物業並無陽台。

11 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 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
Tower 2B 第2B座	1/F 1樓	A	28.073 (302) Balcony 露台：2.005 (22) Utility Platform 工作平台：0.000 (0)	—	—	—	—	—	—	—	—	—	—
		B	61.499 (662) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	61.700 (664) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	45.922 (494) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	39.419 (424) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	38.908 (419) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		J	38.908 (419) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		K	39.330 (423) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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- Flat A to Flat K on 1/F of Tower 1A are omitted. Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G to Flat H on 1/F of Tower 2B are omitted. Flat I on 1/F to 27/F of Tower 2B is omitted.
- There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
- 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
- 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (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) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 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
Tower 2B 第2B座	2/F – 27/F 2樓至27樓	A	28.073 (302) Balcony 露台：2.005 (22) Utility Platform 工作平台：0.000 (0)	—	—	—	—	—	—	—	—	—	—
		B	61.499 (662) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	61.700 (664) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	45.922 (494) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	39.419 (424) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		F	38.944 (419) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		G	39.932 (430) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		H	45.861 (494) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		J	38.944 (419) Balcony 露台：2.006 (22) Utility Platform 工作平台：1.500 (16)	—	—	—	—	—	—	—	—	—	—
		K	39.330 (423) Balcony 露台：2.006 (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) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
 - Flat A to Flat K on 1/F of Tower 1A are omitted. Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G to Flat H on 1/F of Tower 2B are omitted. Flat I on 1/F to 27/F of Tower 2B is omitted.
 - There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 備註：
- 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
 - 第1A座之1樓不設「A」至「K」單位。第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」至「H」單位。第2B座之1樓至27樓不設「I」單位。
 - 發展項目住宅物業並無陽台。

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

BASEMENT 2 FLOOR
地庫2層



Location, Numbers, Dimensions and Area of Parking Spaces on Basement 2 Floor
地庫2層的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸 (長 x 闊) (米)	Area of each Parking Space (sq. m.) 每個停車位的面積 (平方米)
 Residential Parking Spaces 住宅停車位	89	5.0 x 2.5	12.5
 Residential Motor Cycle Parking Spaces 住宅電單車停車位	9	2.4 x 1.0	2.4

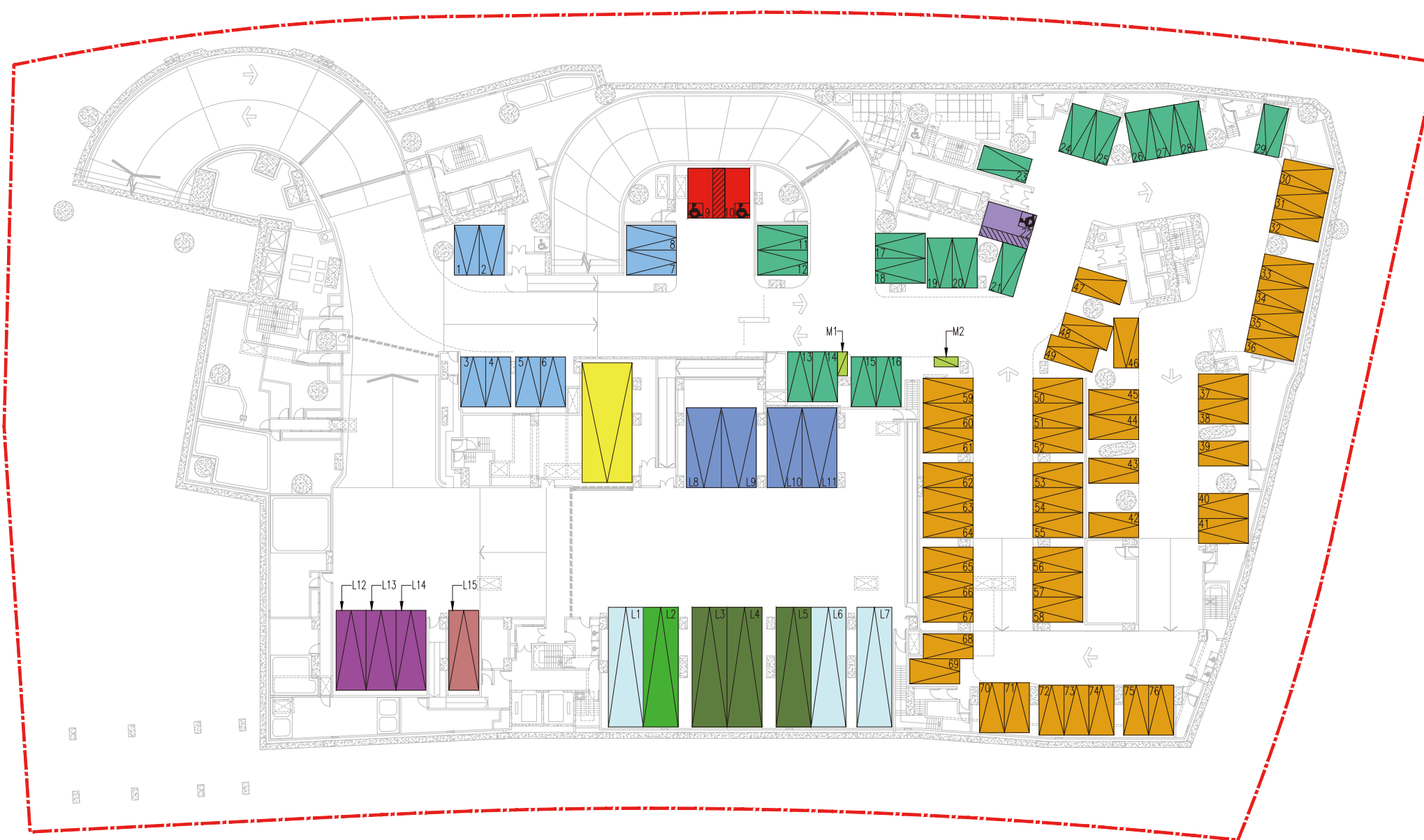
 Boundary Line of the Development
發展項目的邊界線

Scale 比例 :  0 15M(米)

12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

BASEMENT 1 FLOOR
地庫1層



12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

Location, Numbers, Dimensions and Area of Parking Spaces on Basement 1 Floor

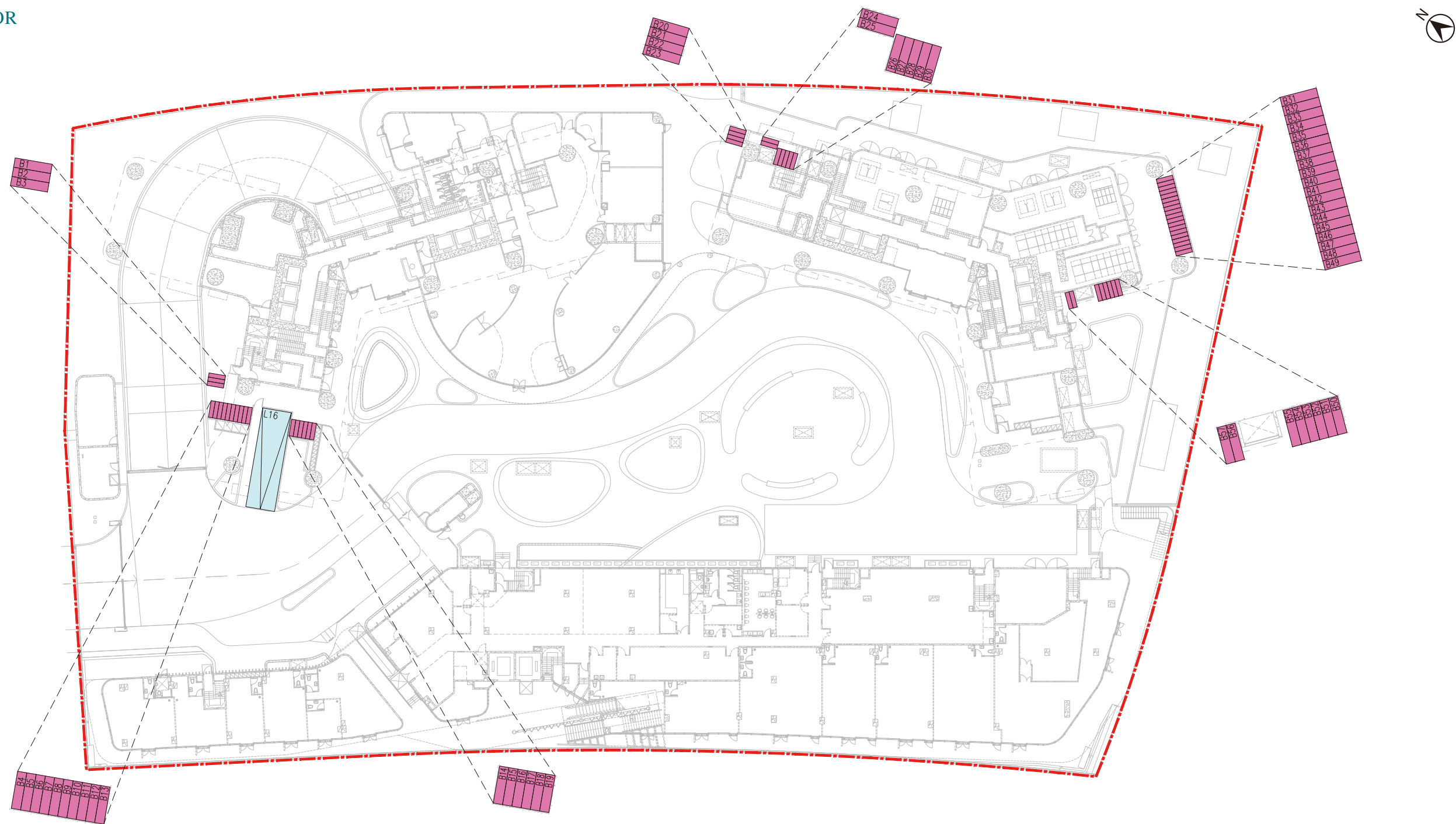
地庫 1 層的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸 (長 x 闊) (米)	Area of each Parking Space (sq. m.) 每個停車位的面積 (平方米)
 Residential Parking Spaces 住宅停車位	47	5.0 x 2.5	12.5
 Visitors' Parking Spaces 訪客停車位	8	5.0 x 2.5	12.5
 Visitors' Parking Spaces (also Parking Spaces for Disabled Persons) 訪客停車位 (同時亦為傷殘人士停車位)	2	5.0 x 3.5	17.5
 Non-industrial Parking Spaces 非工業停車位	18	5.0 x 2.5	12.5
 Non-industrial Parking Space for Disabled Persons 非工業傷殘人士停車位	1	5.0 x 3.5	17.5
 Non-industrial Motor Cycle Parking Spaces 非工業電單車停車位	2	2.4 x 1.0	2.4
 Residential Loading and Unloading Spaces 住宅上落客貨停車位	3	12.0 x 3.5	42.0
 Non-industrial Loading and Unloading Spaces (also Non-industrial / Government Accommodation Loading and Unloading Spaces) 非工業上落客貨停車位 (同時亦為非工業/政府樓宇上落客貨停車位)	3	12.0 x 3.5	42.0
 Non-industrial Loading and Unloading Space 非工業上落客貨停車位	1	12.0 x 3.5	42.0
 DE Parking Spaces 長者日間護理中心停車位	3	8.0 x 3.0	24.0
 Centre for HCS for Frail Elderly Persons Parking Space 體弱長者家居照顧服務中心停車位	1	8.0 x 3.0	24.0
 Residential LGV and LB Parking Spaces 住宅輕型貨車和小型巴士停車位	4	8.0 x 3.5	28.0
 Space for Refuse Collection Vehicles 垃圾收集車車位	1	12.0 x 5.0	60.0

12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

GROUND FLOOR
地下



Location, Numbers, Dimensions and Area of Parking Spaces on Ground Floor

地下的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸 (長 x 闊) (米)	Area of each Parking Space (sq. m.) 每個停車位的面積 (平方米)
 Bicycle Parking Spaces 單車停車位	57	2.0 x 0.5	1.0
 Residential Loading and Unloading Space 住宅上落客貨停車位	1	12.0 x 3.5	42.0

--- Boundary Line of the Development
發展項目的邊界線

Scale 比例 : 0 15M(米)

13 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;
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
 3. If the purchaser fails to execute the Agreement for Sale and Purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement –
 - (a) that 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.
1. 在簽署臨時合約時須支付款額為 5% 的臨時訂金；
 2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
 3. 如買方沒有於訂立該臨時合約的日期之後 5 個工作日內簽立買賣合約 –
 - (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。

A. The common parts of the Development

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

1. **“Common Areas”** means all of the Commercial Common Areas, the Estate Common Areas, the Residential Common Areas and the Residential & Car Park Common Areas Provided That upon execution of the Sub-Deed (as defined in the DMC) in respect of the Car Park Areas (as defined in the DMC) (if executed), the Car Park Common Areas shall thereafter be construed as forming part of the Common Areas.
2. **“Common Facilities”** means all of the Commercial Common Facilities, the Estate Common Facilities, the Residential Common Facilities and the Residential & Car Park Common Facilities Provided That upon execution of the Sub-Deed in respect of the Car Park Areas (if executed), the Car Park Common Facilities shall thereafter be construed as forming part of the Common Facilities.
3. **“Common Areas and Facilities”** means all of the Common Areas and all of the Common Facilities.
4. **“Car Park Common Areas”** means all those areas or parts of the Land (as defined in the DMC) and the Development the right to the use of which is to be designated under the Sub-Deed in respect of the Car Park Areas (if executed) for common use and benefit of the Owners (as defined in the DMC) and occupiers of the Parking Spaces (as defined in the DMC) and of the DE Parking Spaces (as defined in the DMC) and the Centre for HCS for Frail Elderly Persons Parking Space (as defined in the DMC) (both forming part of the Government Accommodation (as defined in the DMC)), and for use and benefit of the users of the Non-industrial / Government Accommodation Loading and Unloading Spaces (as defined in the DMC).
5. **“Car Park Common Facilities”** means (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of all the Owners and occupier(s) of the Parking Spaces and of the DE Parking Spaces and the Centre for HCS for Frail Elderly Persons Parking Space (both forming part of the Government Accommodation), and for use and benefit of the users of the Non-industrial / Government Accommodation Loading and Unloading Spaces as part of the amenities thereof.
6. **“Commercial Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated or is to be designated for common use and benefit of the Owner(s) and occupier(s) of the Commercial Accommodation (as defined in the DMC) or (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed)) the Owners and occupiers of the sub-divided portion(s) of the Commercial Accommodation and is not given by the DMC or otherwise to the First Owner (as defined in the DMC) or the Owner of the Commercial Accommodation or (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed)) the Owners and occupiers of any sub-divided portion(s) of the Commercial Accommodation and is not otherwise specifically assigned other than to the Manager (as defined in the DMC) on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, include:-
 - (i) area(s) for the installation or use of aerial broadcast distribution or telecommunications network facilities (excluding those forming part of the Residential Common Areas), which is for the purpose of identification shown coloured Grey and marked “TBE ROOM (RETAIL / GIC)” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person (as defined in the DMC)) annexed to the DMC;
 - (ii) protected lobbies to required staircases (excluding those forming part of the Car Park Areas, those forming part of the Commercial Accommodation and those forming part of the Residential Common Areas), which are for the purpose of identification shown coloured Grey with Indigo Outline on the NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2 (Drawing No. DMC-201) (certified as to its accuracy by the Authorized Person) annexed to the DMC;
 - (iii) plant and machine rooms for the shared use of the Commercial Accommodation and the Government Accommodation;
 - (iv) the Maintenance and Repair Access (as defined in the DMC) (excluding those forming part of the Commercial Accommodation and those forming part of the Residential Common Areas); and

- (v) the Items (as defined in the DMC) (excluding the Master Meter Room (as defined in the DMC) forming part of the Estate Common Areas);

PROVIDED THAT where appropriate, if any parts of the Development covered by the definition of “common parts” set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall also be covered by the provisions hereinbefore provided in this definition of “Commercial Common Areas”, such parts shall be deemed to have been included as, and shall form part of, the Commercial Common Areas,

but shall exclude the Estate Common Areas, the Residential Common Areas, the Residential & Car Park Common Areas and the Car Park Common Areas (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)).

PROVIDED FURTHER THAT if and when any part or parts of the Commercial Accommodation shall have been designated as Commercial Common Areas under a Sub-Deed, such part or parts of the Commercial Accommodation shall thereafter be construed as forming part of the Commercial Common Areas.

Commercial Common Areas as at the date of the DMC are (if and where capable of being shown on plans) for the purpose of identification shown coloured Grey and Grey with Indigo Outline on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

7. **“Commercial Common Facilities”** means all those installations and facilities in the Commercial Common Areas used in common by or installed for the common benefit of all the Owner(s) and occupier(s) of the Commercial Accommodation or (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed)) the Owners and occupiers of the sub-divided portion(s) of the Commercial Accommodation as part of the amenities thereof, and not for the exclusive use or benefit of any individual Owner or occupier of the Commercial Accommodation or (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed)) the Owner(s) and occupier(s) of any individual sub-divided portion of the Commercial Accommodation or the Development as a whole.
8. **“Estate Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units (as defined in the DMC) and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing:-
 - (i) Office Accommodation for Watchmen and Caretakers and Owner’s Corporation Office (as defined in the DMC);
 - (ii) Greenery Areas (as defined in the DMC) (excluding those forming part of the Residential Common Areas and those forming part of the Commercial Accommodation);
 - (iii) Covered Landscaped Areas (as defined in the DMC) (excluding those forming part of the Residential Common Areas);
 - (iv) external walls of the Development (excluding those forming part of the Commercial Common Areas, those forming part of the Residential Common Areas, those forming part of the Car Park Areas, those forming part of the Government Accommodation and those forming part of the Commercial Accommodation);
 - (v) the Slopes and Retaining Walls (as defined in the DMC) which are located within the Land;
 - (vi) the space for refuse collection vehicles located within the refuse storage and material recovery chamber, which refuse storage and material recovery chamber is, for the purpose of identification, shown coloured Green and marked “RSMRC” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed to the DMC;
 - (vii) circulation and manoeuvring spaces (excluding those forming part of the Car Park Areas and those forming part of the Commercial Accommodation);
 - (viii) Parking Information System Area (as defined in the DMC) and the Facilities, Installations and Equipment (as defined in the DMC) (which are located within the area that is for the purpose of identification shown coloured Green and marked “OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS (CONTROL ROOM)” on the GROUND FLOOR PLAN (Drawing No. DMC-103) (certified as to its accuracy by the Authorized Person) annexed to the DMC); and

(ix) the Master Meter Room forming part of the Items;

PROVIDED THAT where appropriate, if any parts of the Development covered by the definition of “common parts” set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall also be covered by the provisions hereinbefore provided in this definition of “Estate Common Areas”, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas,

but shall exclude the Commercial Common Areas, the Residential Common Areas, the Residential & Car Park Common Areas and the Car Park Common Areas (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)).

Estate Common Areas are (if and where capable of being shown on plans) for the purpose of identification shown coloured Green and Green Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

9. **“Estate Common Facilities”** means all those installations and facilities in the Estate Common Areas used in common by or installed for the common benefit of all the Units as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including lightning conductor, mobile phone antenna, aerials, communal television and radio serial systems, drains, channels, water mains, sewers, and drainage connection, wires, lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development.

10. **“Residential & Car Park Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is or is to be designated for common use and benefit of the Owners and occupiers of the Residential Units (as defined in the DMC) and the Owner(s) and occupiers of the Car Park Areas and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Residential Unit and the Car Park Areas and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, include plant rooms and ancillary areas,

PROVIDED THAT where appropriate, if any parts of the Development covered by the definition of “common parts” set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall also be covered by the provisions hereinbefore provided in this definition of “Residential & Car Park Common Areas”, such parts shall be deemed to have been included as, and shall form part of, the Residential & Car Park Common Areas,

but shall exclude the Commercial Common Areas, the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)).

Residential & Car Park Common Areas are (if and where capable of being shown on plans) for the purpose of identification shown coloured Brown on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

11. **“Residential & Car Park Common Facilities”** means all those installations and facilities in the Residential & Car Park Common Areas used in common by or installed for the common benefit of all the Residential Units and the Car Park Areas and not for the exclusive use or benefit of any individual Residential Unit or the Car Park Areas or the Development as a whole.
12. **“Residential Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, include:-
- (i) external walls of the Towers (as defined in the DMC) (including the non-structural prefabricated external walls forming part thereof, which are for the purpose of identification shown edged Cyan Pecked Lines on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC, but excluding the openable windows and opening doors to the Non-enclosed Areas (as defined in the DMC) forming part of the Residential Unit);

(ii) Recreational Facilities (as defined in the DMC);

(iii) Greenery Areas (excluding those forming part of the Estate Common Areas and those forming part of the Commercial Accommodation);

(iv) Covered Area for Bicycle Parking (as defined in the DMC);

(v) Covered Landscaped Areas (excluding those forming part of the Estate Common Areas);

(vi) Wider Common Corridors and Lift Lobbies (as defined in the DMC);

(vii) AMR Rooms (as defined in the DMC);

(viii) fireman’s lift lobbies, which are for the purpose of identification shown coloured Yellow with Red Outline on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

(ix) protected lobbies to required staircases (excluding those forming part of the Car Park Areas, those forming part of the Commercial Common Areas and those forming part of the Commercial Accommodation), which are for the purpose of identification shown coloured Yellow with Indigo Outline on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

(x) area(s) for the installation or use of aerial broadcast distribution or telecommunications network facilities (excluding those forming part of the Commercial Common Areas), which is/are for the purpose of identification shown coloured Yellow and marked “TBE ROOM” on the GROUND FLOOR PLAN (Drawing No. DMC-103) (certified as to its accuracy by the Authorized Person) annexed to the DMC;

(xi) Bicycle Parking Spaces (as defined in the DMC);

(xii) Residential LGV and LB Parking Spaces (as defined in the DMC);

(xiii) Visitors’ Parking Spaces (as defined in the DMC) (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons (as defined in the DMC));

(xiv) Residential Loading and Unloading Spaces (as defined in the DMC); and

(xv) the Maintenance and Repair Access (excluding those forming part of the Commercial Accommodation and those forming part of the Commercial Common Areas);

PROVIDED THAT where appropriate, if any parts of the Development covered by the definition of “common parts” set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) shall also be covered by the provisions hereinbefore provided in this definition of “Residential Common Areas”, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas,

but shall exclude the Commercial Common Areas, the Estate Common Areas, the Residential & Car Park Common Areas and the Car Park Common Areas (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)).

Residential Common Areas are (if and where capable of being shown on plans) for the purpose of identification shown coloured Yellow, Yellow Hatched Black, Yellow Dashed Black, Yellow Coarse Hatched Black, Yellow Crossed Black, Yellow with Indigo Outline and Yellow with Red Outline on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

13. **“Residential Common Facilities”** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus.

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

(i) Tower 1 (comprising Tower 1A and Tower 1B)

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
1A	2/F – 27/F (26 storeys)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		G	40 / 59,808
		H	46 / 59,808
		J	39 / 59,808
		K	28 / 59,808
1B	1/F (1 storey)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
	2/F – 27/F (26 storeys)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808

(ii) Tower 2 (comprising Tower 2A and Tower 2B)

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
2A	1/F (1 storey)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
	2/F – 27/F (26 storeys)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
2B	1/F (1 storey)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		J	39 / 59,808
		K	39 / 59,808

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
2B	2/F – 27/F (26 storeys)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		G	40 / 59,808
		H	46 / 59,808
		J	39 / 59,808
		K	39 / 59,808

- Remarks:
- Flats “A” to “K” on 1/F of Tower 1A are omitted.
 - Flat “I” on 2/F – 27/F of Tower 1A is omitted.
 - Flat “G” and Flat “H” on 1/F of Tower 2B are omitted.
 - Flat “I” on 1/F – 27/F of Tower 2B is omitted.
 - The number of Management Shares allocated to a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all residential properties in the Development is 41,957. The total number of Management Shares in the Development is 56,724.

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

Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), Hong Kong Housing Society will be appointed as the first Manager to manage the Land and the Development for the initial term of not exceeding two years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

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

The Manager shall determine the amount which each Owner shall contribute towards the management expenses in accordance with the following principles:

- (a) Each Owner (save and except F.S.I. (as defined in the DMC) as the Owner of the Government Accommodation) of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development.

Part A shall cover the estimated management expenses which in the opinion of the Manager are attributable to the Land and the Development and the Estate Common Areas and the Estate Common Facilities or for the benefit of all the Owners (excluding those estimated management expenses contained in Part B, Part C, Part D and Part E of the Management Budget hereinafter mentioned).

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development.

Part B shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Residential Units and the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units. Provided That:-

After the execution of a Sub-Deed in respect of the Car Park Areas, Part B shall also contain such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces and Residential Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

X

Y

where:

“X” is the aggregate number of the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces and Residential Loading and Unloading Spaces; and

“Y” is the aggregate number of all the Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces, Residential Loading and Unloading Spaces, Non-industrial Loading and Unloading Spaces (as defined in the DMC) and Non-industrial Parking Space for Disabled Persons (as defined in the DMC).

- (c) (i) (Before the execution of a Sub-Deed in respect of the Car Park Areas) Each Owner in addition to the amount payable under (a) above shall in respect of the Residential Unit or the Car Park Areas (as the case may be) of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to the Residential Unit or the Car Park Areas (as the case may be) owned by him bears to the total number of the Management Shares allocated to all Residential Units and the Car Park Areas of and in the Development;
- (ii) (After the execution of a Sub-Deed in respect of the Car Park Areas) Each Owner in addition to the amount payable under (a) above shall in respect of the Residential Unit or the Parking Space (as the case may be) of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to the Residential Unit or the Parking Space (as the case may be) owned by him bears to the total number of Management Shares allocated to all Residential Units and all the Parking Spaces of and in the Development.

Part C shall contain the estimated management expenses which in the opinion of the Manager are attributable to the Residential & Car Park Common Areas and the Residential & Car Park Common Facilities.

- (d) (After the Car Park Common Areas and the Car Park Common Facilities are designated upon the execution of a Sub-Deed in respect of the Car Park Areas) Each Owner in addition to the amount payable under (a) above shall in respect of the Parking Space of which he is the Owner contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to the Parking Space owned by him bears to the total number of Management Shares allocated to all the Parking Spaces of and in the Development.

(After the Car Park Common Areas and the Car Park Common Facilities are designated upon the execution of a Sub-Deed in respect of the Car Park Areas) Part D shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Parking Spaces and the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Parking Spaces and for the avoidance of doubt:-

- (i) Part D shall exclude such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces and Residential Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

X

Y

where:

“X” is the aggregate number of the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces and Residential Loading and Unloading Spaces; and

“Y” is the aggregate number of all the Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces, Residential Loading and Unloading Spaces, Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons.

- (ii)
- Part D shall also exclude such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons. Such portion shall be calculated in the following proportion:

Z

Y

where:

“Z” is the aggregate number of the Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons; and

“Y” is the aggregate number of all the Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces, Residential Loading and Unloading Spaces, Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons.

- (e)
- Each Owner in addition to the amount payable under (a) above shall in respect of the Commercial Accommodation (or a sub-divided portion thereof) of which he is the Owner contribute to the amount assessed under Part E of the annual Management Budget in the proportion which the number of Management Shares allocated to the Commercial Accommodation (or the sub-divided portion thereof) owned by him bears to the total number of the Management Shares allocated to all the Commercial Accommodation or (as the case may be) all the sub-divided portions of the Commercial Accommodation of and in the Development.

Part E shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Commercial Accommodation (or the sub-divided portions thereof) and the Commercial Common Areas and the Commercial Common Facilities or solely for the benefit of the Owner(s) of the Commercial Accommodation or (as the case may be) all the Owners of the sub-divided portions of the Commercial Accommodation. Provided That:-

After the execution of a Sub-Deed in respect of the Car Park Areas, Part E shall also contain such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons. Such portion shall be calculated in the following proportion:

Z

Y

where:

“Z” is the aggregate number of the Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons; and

“Y” is the aggregate number of all the Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos. 9 and 10 on Basement 1 Floor of the Development are also Parking Spaces for Disabled Persons), Residential LGV and LB Parking Spaces, Residential Loading and Unloading Spaces, Non-industrial Loading and Unloading Spaces and Non-industrial Parking Space for Disabled Persons.

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

The management fee deposit is equivalent to three (3) months’ contribution of the first year’s budgeted management

expenses payable in respect of a Unit and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by the first Owner of each Unit and such sum is non-refundable but transferable.

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

Not applicable.

Remarks:

- (1)
- Unless otherwise defined in the sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the DMC.
- (2)
- For full details, please refer to the latest draft of the DMC. A copy of the latest draft DMC is available for inspection by the general public free of charge at the sales office during opening hours and on the website designated by the Vendor for the sale of residential properties in the Development.

A. 發展項目的公用部分

根據發展項目公契及管理合約（「公契」）的最新擬稿：

1. 「**公用地方**」指所有商業公用地方、發展項目公用地方、住宅公用地方及住宅與停車場公用地方，倘若停車場範圍（按公契界定）之副公契（按公契界定）一經簽立（如簽立），停車場公用地方須在其後被解釋為構成公用地方的一部分。
2. 「**公用設施**」指所有商業公用設施、發展項目公用設施、住宅公用設施及住宅與停車場公用設施，倘若停車場範圍之副公契一經簽立（如簽立），停車場公用設施須在其後被解釋為構成公用設施的一部分。
3. 「**公用地方與設施**」指所有公用地方及所有公用設施。
4. 「**停車場公用地方**」指該土地（按公契界定）及發展項目的所有該等範圍或部分，其使用權將根據停車場範圍之副公契（如簽立）指定為供停車位（按公契界定）的業主（按公契界定）和佔用人以及長者日間護理中心停車位（按公契界定）的業主和佔用人以及體弱長者家居照顧服務中心停車位（按公契界定）的業主和佔用人共同使用及享用（長者日間護理中心停車位及體弱長者家居照顧服務中心停車位均構成政府樓宇（按公契界定）的一部分），亦供非工業/政府樓宇上落客貨停車位（按公契界定）的使用者使用及享用。
5. 「**停車場公用設施**」指（於停車場範圍之副公契簽立後（如簽立））停車場公用地方內供所有停車位的業主和佔用人以及長者日間護理中心停車位的業主和佔用人以及體弱長者家居照顧服務中心停車位的業主和佔用人（長者日間護理中心停車位及體弱長者家居照顧服務中心停車位均構成政府樓宇的一部分）共同使用或為供上述業主和佔用人共同享用而安裝作為便利設施，以及供非工業/政府樓宇上落客貨停車位的使用者使用及享用，作為便利設施的所有該等裝置及設施。
6. 「**商業公用地方**」指該土地及發展項目的所有該等範圍或部分，其使用權指定或將指定為供商場（按公契界定）的業主和佔用人或（於商場之副公契簽立後（如簽立））商場細分部分的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主（按公契界定）或商場的業主或（於商場之副公契簽立後（如簽立））任何商場細分部分的業主和佔用人，亦沒有另外特別轉讓（管理人（按公契界定）以信託形式為所有業主的利益持有的範圍或部分除外），在不限制前文的概括性的原則下，包括：-
 - (i) 供安裝或使用天線分布或電訊網絡設施的範圍（構成住宅公用地方的部分除外），該範圍在附錄於公契的 **BASEMENT 1 FLOOR PLAN**（圖則編號 **DMC-102**）（經認可人士（按公契界定）核證為準確）上以灰色顯示並標註為「**TBE ROOM (RETAIL / GIC)**」，以資識別；
 - (ii) 通往指定樓梯的防護門廊（構成停車場範圍的部分、構成商場的部分及構成住宅公用地方的部分除外），該等防護門廊在附錄於公契的 **NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2**（圖則編號 **DMC-201**）（經認可人士核證為準確）上以灰色顯示並以靛藍色線圍邊，以資識別；
 - (iii) 供商場和政府樓宇共用的機房；
 - (iv) 保養與維修通道（按公契界定）（構成商場的部分及構成住宅公用地方的部分除外）；及
 - (v) 該等項目（按公契界定）（構成發展項目公用地方一部分的總水錶房（按公契界定）除外）；

惟在適當情況下，如發展項目的任何部分受《建築物管理條例》（香港法例第344章）第2條中「公用部分」的釋義所涵蓋並受本「商業公用地方」定義的上述條文所涵蓋，該等部分須視為納入並且屬於商業公用地方一部分，

但不包括發展項目公用地方、住宅公用地方、住宅與停車場公用地方及停車場公用地方（於停車場範圍之副公契簽立後（如簽立））。

另外，倘若商場任何一個或多個部分根據副公契被指定為商業公用地方時，則商場的該或該等部分須在其後被解釋為商業公用地方的一部分。

商業公用地方在公契之日在附錄於公契的圖則（經認可人士核證為準確）上以灰色顯示和以灰色顯示並以靛藍色線圍邊（如可以在圖則上顯示），以資識別。
7. 「**商業公用設施**」指商業公用地方內供商場的所有業主和佔用人或（於商場之副公契簽立後（如簽立））商場細分部分的業主和佔用人共同使用或為供上述業主和佔用人共同享用而安裝作為便利設施，而並非供任何個別商場業主或佔用人或（於商場之副公契簽立後（如簽立））任何個別商場細分部分業主和佔用人獨家使用或享用或並非供發展項目整體使用或享用的所有該等裝置及設施。

8. 「**發展項目公用地方**」指該土地及發展項目的所有該等範圍或部分，其使用權指定為供單位（按公契界定）的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主或任何個別單位的業主，亦沒有另外特別轉讓（管理人以信託形式為所有業主的利益持有的範圍或部分除外），在不限制前文的概括性的原則下，包括：-
 - (i) 看守員和管理員辦事處及業主立案法團辦事處（按公契界定）；
 - (ii) 綠化範圍（按公契界定）（構成住宅公用地方的部分及構成商場的部分除外）；
 - (iii) 有蓋園景範圍（按公契界定）（構成住宅公用地方的部分除外）；
 - (iv) 發展項目外牆（構成商業公用地方的部分、構成住宅公用地方的部分、構成停車場範圍的部分、構成政府樓宇的部分及構成商場的部分除外）；
 - (v) 位於該土地內的斜坡及護土牆（按公契界定）；
 - (vi) 位於垃圾收集及物料回收室內的垃圾收集車車位，該垃圾收集及物料回收室在附錄於公契的 **BASEMENT 1 FLOOR PLAN**（圖則編號 **DMC-102**）（經認可人士核證為準確）上以綠色顯示並標註為「**RSMRC**」，以資識別；
 - (vii) 流通和機動空間（構成停車場範圍的部分及構成商場的部分除外）；
 - (viii) 停車位資訊系統範圍（按公契界定）及設施、裝置及設備（按公契界定）（其所處的範圍在附錄於公契的 **GROUND FLOOR PLAN**（圖則編號 **DMC-103**）（經認可人士核證為準確）上以綠色顯示並標註為「**OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS (CONTROL ROOM)**」，以資識別）；及
 - (ix) 構成該等項目一部分的總水錶房；

惟在適當情況下，如發展項目的任何部分受《建築物管理條例》（香港法例第344章）第2條中「公用部分」的釋義所涵蓋並受本「發展項目公用地方」定義的上述條文所涵蓋，該等部分須視為納入並且屬於發展項目公用地方一部分，

但不包括商業公用地方、住宅公用地方、住宅與停車場公用地方及停車場公用地方（於停車場範圍之副公契簽立後（如簽立））。

發展項目公用地方在附錄於公契的圖則（經認可人士核證為準確）上以綠色和綠色間黑斜線顯示（如可以在圖則上顯示），以資識別。
9. 「**發展項目公用設施**」指發展項目公用地方內供所有單位共同使用或為供所有單位共同享用而安裝作為便利設施，而並非供任何個別單位獨家享用的所有該等裝置及設施，在不限制前文的概括性的原則下，包括避雷針、流動電話天線、天線、公共電視和廣播串列系統、排水管、渠道、總水喉、污水管及排水渠道接駁、電線、照明設施、防火和消防設備及儀器、保安系統及儀器、垃圾收集系統、通風系統，以及為發展項目共同使用及享有的目的而在發展項目中安裝或提供的任何其他機械系統、裝置或設施。
10. 「**住宅與停車場公用地方**」指該土地及發展項目的所有該等範圍或部分，其使用權指定或將指定為供住宅單位（按公契界定）的業主和佔用人及停車場範圍的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主或任何個別住宅單位及停車場範圍的業主，亦沒有另外特別轉讓（管理人以信託形式為所有業主的利益持有的範圍或部分除外），在不限制前文的概括性的原則下，包括機房及附屬範圍，

惟在適當情況下，如發展項目的任何部分受《建築物管理條例》（香港法例第344章）第2條中「公用部分」的釋義所涵蓋並受本「住宅與停車場公用地方」定義的上述條文所涵蓋，該等部分須視為納入並且屬於住宅與停車場公用地方一部分，

但不包括商業公用地方、發展項目公用地方、住宅公用地方及停車場公用地方（於停車場範圍之副公契簽立後（如簽立））。

住宅與停車場公用地方在附錄於公契的圖則（經認可人士核證為準確）上以棕色顯示（如可以在圖則上顯示），以資識別。
11. 「**住宅與停車場公用設施**」指住宅與停車場公用地方內供所有住宅單位及停車場範圍共同使用或供所有住宅單位及停車場範圍共同享用而安裝，而並非供任何個別住宅單位或停車場範圍獨家享用或並非供發展項目整體使用或享用的所有該等裝置及設施。

12. 「住宅公用地方」指該土地及發展項目的所有該等範圍或部分，其使用權指定為供住宅單位的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主或任何個別住宅單位的業主，亦沒有另外特別轉讓(管理人以信託形式為所有業主的利益持有的範圍或部分除外)，在不限制前文的概括性的原則下，包括：-
- (i) 大廈(按公契界定)外牆(包括構成大廈外牆一部分的非結構預製外牆，該等非結構預製外牆在附錄於公契的圖則(經認可人士核證為準)上以藍綠色虛線圍邊顯示，以資識別，但不包括構可開啟窗戶及通往構成住宅單位部分的非圍封範圍(按公契界定)的門)；
 - (ii) 康樂設施(按公契界定)；
 - (iii) 綠化範圍(構成發展項目公用地方的部分及構成商場的部分除外)；
 - (iv) 有蓋單車停車範圍(按公契界定)；
 - (v) 有蓋園景範圍(構成發展項目公用地方的部分除外)；
 - (vi) 加闊公共走廊和升降機大堂(按公契界定)；
 - (vii) 自動讀錶房(按公契界定)；
 - (viii) 消防員升降機大堂，該等消防員升降機大堂在附錄於公契的圖則(經認可人士核證為準)上以黃色顯示並以紅色線圍邊，以資識別；
 - (ix) 通往指定樓梯的防護門廊(構成停車場範圍的部分、構成商業公用地方的部分及構成商場的部分除外)，該等防護門廊在附錄於公契的圖則(經認可人士核證為準)上以黃色顯示並以靛藍色線圍邊，以資識別；
 - (x) 供安裝或使用天線分布或電訊網絡設施的範圍(構成商業公用地方的部分除外)，該範圍在附錄於公契的GROUND FLOOR PLAN(圖則編號DMC-103)(經認可人士(按公契界定)核證為準)上以黃色顯示並標註為「TBE ROOM」，以資識別；
 - (xi) 單車停車位(按公契界定)；
 - (xii) 住宅輕型貨車和小型巴士停車位(按公契界定)；
 - (xiii) 訪客停車位(按公契界定)(其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位(按公契界定))；
 - (xiv) 住宅上落客貨停車位(按公契界定)；及
 - (xv) 保養與維修通道(構成商場的部分及構成商業公用地方的部分除外)；
- 惟在適當情況下，如發展項目的任何部分受《建築物管理條例》(香港法例第344章)第2條中「公用部分」的釋義所涵蓋並受本「住宅公用地方」定義的上述條文所涵蓋，該等部分須視為納入並且屬於住宅公用地方一部分，
- 但不包括商業公用地方、發展項目公用地方、住宅與停車場公用地方及停車場公用地方(於停車場範圍之副公契簽立後(如簽立))。
- 住宅公用地方在附錄於公契的圖則(經認可人士核證為準)上以黃色、黃色間黑斜線、黃色間黑虛線、黃色間黑斜線及黑虛線及黃色加黑十字顯示和以黃色顯示並以靛藍色線圍邊及以黃色顯示並以紅色線圍邊(如可以在圖則上顯示)，以資識別。
13. 「住宅公用設施」指住宅公用地方內供所有住宅單位共同使用或為供所有住宅單位共同享用而安裝，而並非供任何個別住宅單位獨家使用或享用或並非供發展項目整體使用或享用的所有該等裝置及設施，在不限制前文的概括性的原則下，包括天線分布或電訊網絡設施、排水管、渠道、水缸、管道、水管、電纜、電線、機器與設備、空調與通風系統、電力裝置、裝置、設備及儀器、升降機、消防裝置及設備、保安系統及儀器。

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

(i) 第1座(包括第1A座及第1B座)

座數	樓層	單位	分配予每個住宅單位的不分割份數的數目
1A	2樓至27樓 (26層)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		G	40 / 59,808
		H	46 / 59,808
		J	39 / 59,808
		K	28 / 59,808
1B	1樓 (1層)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
	2樓至27樓 (26層)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808

(ii) 第2座 (包括第2A座及第2B座)

座數	樓層	單位	分配予每個住宅單位的不分割份數的數目
2A	1樓 (1層)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
	2樓至27樓 (26層)	A	40 / 59,808
		B	42 / 59,808
		C	41 / 59,808
		D	41 / 59,808
		E	46 / 59,808
		F	46 / 59,808
		G	49 / 59,808
		H	48 / 59,808
2B	1樓 (1層)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		J	39 / 59,808
		K	39 / 59,808

座數	樓層	單位	分配予每個住宅單位的不分割份數的數目
2B	2樓至27樓 (26層)	A	28 / 59,808
		B	61 / 59,808
		C	62 / 59,808
		D	46 / 59,808
		E	39 / 59,808
		F	39 / 59,808
		G	40 / 59,808
		H	46 / 59,808
		J	39 / 59,808
		K	39 / 59,808

備註：

- 第1A座1樓不設「A」至「K」單位。
- 第1A座2樓至27樓不設「I」單位。
- 第2B座1樓不設「G」和「H」單位。
- 第2B座1樓至27樓不設「I」單位。
- 每個住宅物業獲分配之管理份數的數目相等於該住宅物業獲分配之不分割份數的數目，惟發展項目之不分割份數總數與發展項目之管理份數總數不同。發展項目所有住宅物業之管理份數總數為41,957，發展項目之管理份數總數為56,724。

C. 有關發展項目的管理人的委任年期

受制於《建築物管理條例》(香港法例第344章) 條文的前提下，香港房屋協會將獲委任為管理該土地及發展項目的第一任管理人，起始任期為公契日期起計不超過兩年，其後將繼續管理發展項目，直至其委任按公契規定終止為止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

管理人將根據以下原則釐定每名業主須分擔之管理開支款額：

- (a) 發展項目每個單位業主 (財政司司長法團 (按公契界定) 作為政府樓宇的業主除外) 須按其單位獲分配的管理份數 (按公契界定) 的數目佔發展項目所有單位獲分配的管理份數的總數之比例分擔年度管理預算 (按公契界定) A 部分評估的款項。
- A 部分涵蓋管理人認為歸屬該土地和發展項目及發展項目公用地方和發展項目公用設施或供全體業主享用的預計管理開支 (不包括此後提及的管理預算 B 部分、C 部分、D 部分及 E 部分所載的預計管理開支)。
- (b) 每個業主除了支付以上第 (a) 項應付的款項外，還須就他作為業主擁有的每個住宅單位按其住宅單位獲分配的管理份數的數目佔發展項目所有住宅單位獲分配的管理份數的總數之比例分擔年度管理預算 B 部分評估的款項。

B 部分載有管理人認為僅歸屬住宅單位及住宅公用地方和住宅公用設施或僅供所有住宅單位業主享用的預計管理開支。然而：-

於停車場範圍之副公契簽立後，B 部分亦會載有停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用訪客停車位 (其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位)、住宅輕型貨車和小型巴士停車位及住宅上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{X}{Y}$$

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公契的摘要

其中：

「X」為訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位及住宅上落客貨停車位的總數；及

「Y」為所有停車位、訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位、住宅上落客貨停車位、非工業上落客貨停車位（按公契界定）及非工業傷殘人士停車位（按公契界定）的總數。

- (c) (i) （於停車場範圍之副公契簽立前）每個業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的住宅單位或停車場範圍（視屬何情況而定）按其擁有的住宅單位或停車場範圍（視屬何情況而定）獲分配的管理份數的數目佔發展項目所有住宅單位及停車場範圍獲分配的管理份數的總數之比例分擔年度管理預算C部分評估的款項；
- (ii) （於停車場範圍之副公契簽立後）每個業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的住宅單位或停車位（視屬何情況而定）按其擁有的住宅單位或停車位（視屬何情況而定）獲分配的管理份數的數目佔發展項目所有住宅單位及所有停車位獲分配的管理份數的總數之比例分擔年度管理預算C部分評估的款項。

C部分載有管理人認為僅歸屬住宅與停車場公用地方和住宅與停車場公用設施的預計管理開支。

- (d) （於簽立停車場範圍之副公契並從中指定停車場公用地方和停車場公共設施後）每個業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的停車位按其擁有的停車位獲分配的管理份數的數目佔發展項目所有停車位獲分配的管理份數的總數之比例分擔年度管理預算D部分評估的款項。

（於簽立停車場範圍之副公契並從中指定停車場公用地方和停車場公共設施後）D部分載有管理人認為僅歸屬停車位及停車場公用地方和停車場公用設施或僅供所有停車位業主享用的預計管理開支，另為免存疑：-

- (i) D部分不包括停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位及住宅上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{X}{Y}$$

其中：

「X」為訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位及住宅上落客貨停車位的總數；及

「Y」為所有停車位、訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位、住宅上落客貨停車位、非工業上落客貨停車位及非工業傷殘人士停車位的總數。

- (ii) D部分亦不包括停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用非工業上落客貨停車位及非工業傷殘人士停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{Z}{Y}$$

其中：

「Z」為非工業上落客貨停車位及非工業傷殘人士停車位的總數；及

「Y」為所有停車位、訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位、住宅上落客貨停車位、非工業上落客貨停車位及非工業傷殘人士停車位的總數。

- (e) 每個業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的商場（或商場細分部分）按其擁有的商場（或商場細分部分）獲分配的管理份數的數目佔發展項目所有商場或（視屬何情況而定）所有商場細分部分獲分配的管理份數的總數之比例分擔年度管理預算E部分評估的款項。

E部分載有管理人認為僅歸屬商場（或商場細分部分）及商業公用地方和商業公用設施或僅供商場業主或（視屬何情況而定）所有商場細分部分業主享用的預計管理開支。然而：-

於停車場範圍之副公契簽立後，E部分亦會載有停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用非工業上落客貨停車位及非工業傷殘人士停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{Z}{Y}$$

其中：

「Z」為非工業上落客貨停車位及非工業傷殘人士停車位的總數；及

「Y」為所有停車位、訪客停車位（其中位於發展項目地庫1層編號為9和10的停車位亦為傷殘人士停車位）、住宅輕型貨車和小型巴士停車位、住宅上落客貨停車位、非工業上落客貨停車位及非工業傷殘人士停車位的總數。

E. 計算管理費按金的基準

管理費按金相等於每個單位應付的首年度預算管理開支的分擔款項的三(3)個月款項，該等款項不可用以抵銷管理開支的每月分擔款項或每個單位的第一任業主所須支付的任何其他分擔款項，該等款項不可退還，但可轉讓。

F. 擁有人在發展項目中保留作自用的範圍（如有的話）

不適用。

備註：

- (1) 除非在售楼說明書中另行定義，否則以上英文文本中以大楷顯示的用詞將等同於公契內的該用詞的意義。
- (2) 詳情請參閱公契的最新擬稿，公契的最新擬稿已備存於售楼處在開放時間內供公眾免費閱覽，公眾亦可在賣方就銷售發展項目住宅物業所指定的互聯網網站內免費閱覽公契的最新擬稿。

1. The Development is situated on Lot No.1074 in Survey District No.3 (“the lot”).

2. The lot is held under an Agreement and Conditions of Grant by Private Treaty dated the 8th day of April 2022 and registered in the Land Registry as New Grant No. 22961 (“the Land Grant”) for a term of 50 years commencing from the 8th day of April 2022.

3. General Condition No. 4 of the Land Grant stipulates that:

“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 breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”

4. 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 the approved design and disposition and 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.”

5. General Condition No. 8 of the Land Grant stipulates that:

“Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.”

6. Special Condition No. (3) 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 30th day of June 2027.”

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

“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, office, hotel and petrol filling station) purposes.”

8. Special Condition No. (5) 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) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 31,367 square metres and shall not exceed 52,277 square metres provided that:
 - (i) the total gross floor area of any building or buildings or any part or parts thereof erected or to be erected on the lot for private residential purposes shall not be less than 28,806 square metres and shall not exceed 48,010 square metres; and
 - (ii) the total gross floor area of any building or buildings or any part or parts thereof erected or to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall not be less than 2,561 square metres and shall not exceed 4,267 square metres;
- (d) the total number of residential units erected or to be erected on the lot shall not be less than 950 and, for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee; and
- (e) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than ground investigation, foundation works and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, “building works”, “ground investigation” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation and the decision of the Director as to what constitutes “foundation works” shall be final and binding on the Grantee.”

9. Special Condition No. (6) 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) of this Special Condition 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.
- (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.
- (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”.
- (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.
- (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. (32)(a)(vi) hereof, 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.”

10. Special Conditions Nos. (7)(a) and (7)(b) of the Land Grant stipulate that:

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (8) (a) hereof, the following accommodation:-
 - (i) one child care centre (hereinafter referred to as “the CCC”) with a net operational floor area of not less than 529.8 square metres;
 - (ii) (I) one day care centre for the elderly (hereinafter referred to as “the DE”) with a net operational floor area of not less than 358.2 square metres;
 - (II) three spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres as referred to in Special Condition No. (34)(e) hereof for the exclusive use by the DE for the parking of private light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”), and in connection with the operation of the DE and their bona fide guests, visitors or invitees;
 - (iii) (I) one centre for home care services for frail elderly persons (hereinafter referred to as “the Centre for HCS for Frail Elderly Persons”) with a net operational floor area of not less than 100.7 square metres; and

- (II) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres as referred to in Special Condition No. (34)(f) hereof for the exclusive use by the Centre for HCS for Frail Elderly Persons for the parking of private light buses licensed under the Road Traffic Ordinance, and in connection with the operation of the Centre for HCS for Frail Elderly Persons and their bona fide guests, visitors or invitees

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”). The Government Accommodation shall be completed and made fit for occupation on or before the 30th day of June 2027. For the purpose of this sub-clause, the decision of the Director as to what constitutes “one child care centre”, “one day care centre for the elderly” and “one centre for home care services for frail elderly persons” shall be final and binding on the Grantee.

- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.”

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

- “(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.
- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (b) No building works (other than site formation works, foundation works and ground investigation) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.”

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

- “(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, if the Grantee shall fail to complete and make fit for occupation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No. (7)(a) hereof, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty a sum calculated at the rate of \$6,450.00 per day from the date immediately following the date specified in Special Condition No. (7)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (12)(b) hereof PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (14)(a) hereof the said sum of liquidated damages.
- (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Grantee from any of his obligations remaining to be observed and performed.”

13. Special Condition No. (16) of the Land Grant stipulates that:

- “(a) Without prejudice to the provisions of Special Condition No. (17) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (17)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. 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 defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
- (i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and
 - (ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as “Defects Liability Period”).
- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.
- (c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money referred to in sub-clause (e) of this Special Condition being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.
- (e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (13) hereof, deposit with the Government a sum of \$5,180,000.00 (hereinafter referred to as “the security money”). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).
- (f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

- “(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (32)(a)(ii)(I) hereof) and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”) :-
- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. 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 failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

16. Special Condition No. (21) of the Land Grant stipulates that:

- “(a) (i) Subject to sub-clauses (a)(ii) and (a)(iii) of this Special Condition, the Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as “the Facilities”) as may be approved in writing by the Director, provided always that no swimming pool shall be erected, constructed or provided within the lot. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director. For the purpose of this Special Condition, the decision of the Director as to what constitutes a swimming pool shall be final and binding on the Grantee.
- (ii) The total gross floor area of the Facilities shall not exceed 2.5 percent of the total gross floor area of any building or buildings erected or to be erected on the lot for private residential purposes.
- (iii) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (5)(c) hereof, subject to Special Condition No. (56)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clauses (a)(i) and (a)(ii) 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 calculation.
- (b) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (a)(iii) 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. (32)(a)(vi) 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 on the lot and their bona fide visitors and by no other person or persons.”

17. Special Condition No. (22) 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.”

18. Special Condition No. (23) 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.”

19. Special Condition No. (24)(a) of the Land Grant stipulates that:

“(a) Notwithstanding the user restriction stipulated under Special Condition No. (4) hereof, in the event of the lot or any part thereof being used for residential purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
- (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.”

20. Special Condition No. (25)(a) of the Land Grant stipulates that:

“(a) In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.”

21. Special Condition No. (26)(a) of the Land Grant stipulates that:

“(a) Notwithstanding the user restriction stipulated under Special Condition No. (4) hereof, in the event of the lot or any part thereof being used for residential purposes, one office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or the Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
- (ii) the location of any such office shall first be approved in writing by the Director.”

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

“(a) Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) assign, mortgage or charge (save and except by way of building mortgage as referred to in sub-clause (d) of this Special Condition), underlet (save and except for the underletting as provided in sub-clause (c) of this Special Condition), part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (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.

(b) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage or charge (save and except by way of building mortgage as referred to in sub-clause (d) of this Special Condition), underlet, part with the possession of or otherwise dispose

of any unit in any building or part of any building erected or to be erected on the lot, which unit is designed, used or intended to be used for private residential purposes (hereinafter referred to as “the residential unit”) or any part thereof or any interest therein or any undivided shares in the lot attached thereto (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 the residential unit together with undivided share or shares in the lot attached thereto:-

- (i) to those persons who shall fall within the categories of purchasers approved by the Secretary for Transport and Housing; and
 - (ii) at such sale price and upon such terms and conditions as to transfer or other disposal as provided in Special Condition No. (29) hereof and as shall be proposed by the Grantee and approved by the Secretary for Transport and Housing at his absolute discretion.
- (c) Notwithstanding anything herein contained to the contrary, the Grantee may underlet any premises in any building erected or to be erected on the lot other than the residential units or enter into any agreement so to do on the condition that the tenancy or lease thereof complies with the following terms and conditions:
- (i) any tenancy or lease created shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of building to which the tenancy or lease relates;
 - (ii) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
 - (iii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.
- (d) The Grantee may without the Director’s prior written consent referred to in sub-clause (a) of this Special Condition but subject to obtaining the written consent from the Secretary for Transport and Housing mortgage or charge the lot or any part thereof or any interest therein only for the sole purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
- (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Grantee for the development of the lot;
 - (iii) under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:
 - (I) all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as “the ASP”) shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as “the Stakeholder Account”);
 - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director’s consent; and

- (III) the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
- (v) for the purpose only of this Special Condition, “the Stakeholder” means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP.
- (e) For the purpose of this Special Condition only, the expression “Grantee” in sub-clauses (a), (b) and (d) of this Special Condition excludes its assigns.”

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

“(a) For the purposes of this Special Condition:

- (i) “Eligible Purchaser” means a person who has been certified by the Grantee to be eligible for the purchase of a residential unit or any interest therein in accordance with the conditions as may from time to time be issued by the Secretary for Transport and Housing;
- (ii) “First Assignment” means the first assignment of a residential unit by the Grantee to the first owner of that residential unit;
- (iii) the expression “Grantee” excludes its assigns;
- (iv) “Initial Market Value” means the market value of the residential unit as specified in the First Assignment;
- (v) “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 residential unit in the building or buildings erected or to be erected on the lot, his successors-in-title and any mortgagee or chargee (whether legal or equitable) or an assignee of such mortgagee or chargee;
- (vi) “Period” means a period of 15 years after the date of the First Assignment;
- (vii) “Premium” means an amount assessed by the Grantee and approved by the Secretary for Transport and Housing (whose approval shall be final and binding on the Owner of the residential unit) which shall be calculated according to the following formula:-

$$\text{Premium} = \frac{\text{Prevailing Market Value}}{\text{Initial Market Value}} \times (\text{Initial Market Value} - \text{Purchase Price})$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential unit assessed by the Grantee and approved by the Secretary for Transport and Housing as at the time when the Owner pays the Premium; and

- (viii) “Purchase Price” means the price of the residential unit sold by the Grantee to the Owner as specified in the First Assignment.
- (b) Except as provided in sub-clauses (c), (d), (e), (f) and (g) of this Special Condition, no Owner shall at any time sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential unit or any part thereof or any interest therein or any undivided shares in the lot attached thereto (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 residential unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or entered into any agreement so to do.
- (c) (i) (I) Subject to prior written approval from the Grantee and in conformity with the conditions as may be imposed by the Grantee including but not limited to those set out in sub-clause (c)(i)(II) of this Special Condition and the compliance with the guidelines (if applicable) from time to time issued by

the Secretary for Transport and Housing, an Owner may, without payment of the Premium, charge or mortgage a residential unit assigned to him or create second charge(s) or second mortgage(s) or create further charge(s) or further mortgage(s) over the said residential unit to a bank or other financial institution (which for the purpose of this sub-clause (c)(i)(I) only shall include the F.S.I.) or to the organization of the Owner’s employer approved by the Grantee or the Grantee for the purpose of:-

- (A) financing the purchase of the residential unit or refinancing the purchase of the residential unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the residential unit; or
- (B) securing new loan(s) or additional loan(s) from such bank, financial institution or organization (such charge, mortgage, second charge(s), second mortgage(s) of the residential unit or such further charge(s) or further mortgage(s) over the residential unit are hereinafter referred to as “the Charge”).

For the avoidance of doubt, the Grantee shall have the sole and absolute discretion to approve or refuse its approval under this sub-clause (c) without giving any reason therefor.

(II) The conditions referred to in sub-clause (c)(i)(I) of this Special Condition are:-

- (A) the Charge 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 the Charge including the Grantee’s administrative costs and expenses in approving the Charge and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (c)(i)(II)(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) (I) Subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Secretary for Transport and Housing, an Owner may, without payment of the Premium, charge or mortgage a residential 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 “HKMC Group”) or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for the purpose of obtaining a loan secured by a mortgage (hereinafter referred to as “the Reverse Mortgage”) under the Reverse Mortgage Programme operated by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing, provided that the approval from the Grantee will be deemed to be given where the conditions in sub-clause (c)(ii)(II) of this Special Condition have been complied with.

(II) The conditions referred to in sub-clause (c)(ii)(I) of this Special Condition are:-

- (A) the Reverse Mortgage shall be in a form approved from time to time by the Grantee and HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for Subsidised Sale Flats Projects and shall contain such provisions as the Grantee and HKMC Group or such other approved financial institution may require;
- (B) the loan shall be obtained from and the residential unit shall be charged or mortgaged to a participating bank or HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing under the Reverse Mortgage Programme;
- (C) the Owner shall bear all the costs and expenses of and incidental to the creation of the Reverse Mortgage; and
- (D) 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 HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing.

- (d) At any time before first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, an Owner may enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential unit subject to the following conditions:

- (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an Eligible Purchaser;
- (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is an Eligible Purchaser and a person nominated by the Grantee in his sole and absolute discretion to buy such residential unit;
- (iii) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of this sub-clause (d) shall each be subject to and contain such terms and conditions as may be required or authorized by the Grantee in his sole and absolute discretion (including the payment of such fee as may be determined by the Grantee) and shall each be made subject to the terms and conditions contained in this Special Condition; and
- (iv) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Grantee in his sole and absolute discretion are observed and complied with.

Provided that in the event of the Owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.

- (e) At any time after the expiry of the Period,
 - (i) an Owner may sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential unit as he sees fit subject to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, together with an administrative fee payable to the Grantee for assessment of the Premium (if required);
 - (ii) the Owner shall, when required by the Grantee, submit to the Grantee a valuation report on his residential unit prepared, at the expense of such Owner, by a valuer chosen from a panel of valuers from time to time as determined by the Grantee, provided that such valuation report shall be used by the Grantee for reference only and shall not in any way be binding on the Grantee in his assessment of the Premium;
 - (iii) the Secretary for Transport and Housing may at his sole and absolute discretion accept the assessment submitted by the Grantee or make his own determination and his decision on the Premium payable by the Owner shall be final and conclusive and binding on the Owner; and
 - (iv) notwithstanding sub-clause (e)(i) of this Special Condition, an Owner may enter into an agreement for sale and purchase of his residential unit prior to the payment of the Premium to the Grantee for and on behalf of the Government, provided that it is a condition of such agreement that the Premium shall be paid to the Grantee for and on behalf of the Government prior to the assignment of the residential unit by the Owner.
- (f) Subject to the prior written approval of the Grantee and in conformity with all conditions imposed by the Grantee (including but not limited to the payment of administrative fees as may be required by him) and the guidelines as may from time to time be issued by the Secretary for Transport and Housing, an Owner may, without first making payment of the Premium to the Grantee for and on behalf of the Government, assign his residential unit or any interest therein or enter into any agreement so to do to such person or persons as the Grantee may in its sole and absolute discretion approve in writing.
- (g) (i) Subject to the prior written approval of the Grantee and in conformity with all conditions as may be imposed by the Grantee including but not limited to the conditions referred to in sub-clause (g)(ii) of this Special Condition and the guidelines as may from time to time be issued by the Secretary for Transport and Housing in respect of such proposed transfer or assignment, an Owner may assign his residential unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings (subject to the production of satisfactory documentary evidence of the relationship with the Owner) or where an Owner is dead, his executor or administrator may assign his residential unit or part thereof or his interest therein to the beneficiaries entitled to such deceased Owner's estate (subject to the production of satisfactory documentary evidence of the entitlement of the beneficiaries) without first making payment of the Premium to the Grantee for and on behalf of the Government provided that the Grantee shall have the sole and absolute discretion and in accordance with the guidelines as may from time to time be issued by the Secretary for Transport and Housing to approve or reject such application without giving reasons therefor.

- (ii) The conditions referred to in sub-clause (g)(i) of this Special Condition are:-
 - (I) the assignment to the parents, spouse, former spouse, children or siblings of the 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;
 - (II) the residential unit or any part thereof or any interest therein and the undivided shares in the lot attached thereto shall be deemed to have been assigned to the Assignees on the date on which the residential unit was assigned to the Owner by the Grantee under the First Assignment and sub-clauses (b) to (g) of this Special Condition shall apply to the Assignees accordingly; and
 - (III) the Owner or his estate and the 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 costs incurred by the Grantee in approving the form mentioned in sub-clause (g)(ii)(I) of this Special Condition.
- (h) Upon payment of the Premium by an Owner to the Grantee for and on behalf of the Government, sub-clauses (b), (c), (d), (e), (f) and (g) of this Special Condition shall be null and void and shall cease to have effect.
- (i) Notwithstanding anything to the contrary contained in sub-clauses (c), (d), (f) and (g) of this Special Condition, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Grantee under this Special Condition shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing."

24. Special Condition No. (31) of the Land Grant stipulates that:

"The Government shall have full power to resume, re-enter upon and re-take possession of all or any part of the lot if required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive), twelve calendar months' notice in writing being given to the Grantee of its being so required, and upon the exercise of this power the Grantee's tenancy of the land so resumed shall cease, determine and be void, and the Grantee shall on the expiration of the said notice quit and deliver up possession of the land so resumed and the buildings thereon. Upon the exercise of this power of resumption there shall be paid by the Government to the Grantee the following compensation only:

- (a) in respect of the land resumed - the lesser of either (i) a sum equivalent to one fiftieth of the total of (first) the premium paid by the Grantee for such land and (second) such amount as, in the opinion of the Director has been reasonably expended by the Grantee on the site formation of the said land, multiplied by the number of complete years in the portion of the term of the Grantee's tenancy of such land unexpired at the date of resumption, or (ii) such sum as the Director shall on a fair and impartial valuation, having regard to the unexpired portion of the said term, certify to be the market value of such land as at the date of resumption; and
- (b) in respect of any building or part of any building lawfully erected on the land resumed - such sum as the Director shall on a fair and impartial valuation, having regard to the unexpired portion of the said term, certify to be the market value, as at the date of resumption, of the said building or part thereof Provided that if at the date of resumption the lot is then held by more than one owner in undivided shares or interests and there shall not have been paid to the Grantee (which expression for the purpose of this Special Condition only, shall not include the Grantee's assigns) in respect of such share or interest the Premium referred to in Special Condition No. (29)(e) (i) hereof, there shall be deducted from the compensation payable hereunder in respect of such undivided share or interest the Premium referred to in Special Condition No. (29)(e)(i) hereof or in the event of a part only of the lot being resumed a due proportion thereof."

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

- "(a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 7.7 residential units or part thereof in the building or buildings erected or to be erected on the lot. The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (36) 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. (36) hereof) are hereinafter referred to as “the Visitors’ Parking Spaces”) shall be provided within the lot to the satisfaction of the C for T at a rate of 5 spaces for each block of residential units erected or to be erected on the lot. For the purpose of this sub-clause (a)(ii), the decision of the C for T as to what constitutes a block of residential units shall be final and binding on the Grantee.
- (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) 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 at a rate of one space for every 150 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of such building or buildings for non-industrial (excluding private residential, godown, office, hotel, petrol filling station and the Government Accommodation referred to in Special Condition No. (7)(a) hereof) purposes. The spaces to be provided under this sub-clause (b)(i) (as may be varied under Special Condition No. (36) hereof) are hereinafter referred to as “the Non-industrial Parking Spaces”.
- (ii) For the purpose of calculating the number of the Non-industrial Parking Spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.
- (iii) The Non-industrial Parking Spaces shall not be used for any purpose other than that stipulated in sub-clause (b)(i) 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.
- (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 rates:
 - (I) one space for every 110 residential units or part thereof provided in any block of residential units erected or to be erected on the lot (the spaces to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (36) hereof) are hereinafter referred to as “the Residential Motor Cycle Parking Spaces”) and for the purpose of this sub-clause (d)(i)(I), the decision of the C for T as to what constitutes a block of residential units shall be final and binding on the Grantee; and
 - (II) 10 % of the total number of the Non-industrial Parking Spaces required to be provided under sub-clause (b)(i) of this Special Condition (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (36) hereof) are hereinafter referred to as “the Non-industrial Motor Cycle Parking Spaces”);

provided that if the respective number of the Residential Motor Cycle Parking Spaces and the Non-industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number. For the purpose of these Conditions, “motor cycle” shall be as defined in the Road Traffic Ordinance.
- (ii) The Residential Motor Cycle Parking Spaces and the Non-industrial Motor Cycle Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (d)(i)(I) and (d)(i)(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.
- (e) (i) Three spaces shall be provided within the lot to the satisfaction of the C for T for the exclusive use by the DE for the parking of private light buses licensed under the Road Traffic Ordinance and belonging to the operator of the DE and their bona fide guests, visitors or invitees (hereinafter referred to as “the DE Parking Spaces”), the location of the said spaces shall be approved by the C for T. For the purposes of these Conditions, “private light bus” shall be as defined in the Road Traffic Ordinance.
- (ii) The DE Parking Spaces shall not be used for any purpose other than that stipulated in sub-clause (e)(i) 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.
- (f) (i) One space shall be provided within the lot to the satisfaction of the C for T for the exclusive use by the Centre for HCS for Frail Elderly Persons for the parking of private light buses licensed under the Road Traffic Ordinance and belonging to the operator of the Centre for HCS for Frail Elderly Persons and their bona fide guests, visitors or invitees (hereinafter referred to as “the Centre for HCS for Frail Elderly Persons Parking Space”), the location of the said space shall be approved by the C for T.
- (ii) The Centre for HCS for Frail Elderly Persons Parking Space shall not be used for any purpose other than that stipulated in sub-clause (f)(i) of this Special Condition 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.
- (g) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of light goods vehicles and light buses licensed under the Road Traffic Ordinance at a rate of one space for every 260 residential units or part thereof in the building or buildings erected or to be erected on the lot. The spaces to be provided under this sub-clause (g)(i) (as may be varied under Special Condition No. (36) hereof) are hereinafter referred to as “the Residential LGV and LB Parking Spaces”. For the purpose of these Conditions, “light goods vehicle” and “light bus” shall be as defined in the Road Traffic Ordinance.
- (ii) The Residential LGV and LB Parking Spaces shall not be used for any purpose other than that stipulated in sub-clause (g)(i) 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.
- (h) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres. For the purpose of these Conditions, “bicycle” shall be as defined in the Road Traffic Ordinance. The spaces to be provided under this sub-clause shall not be used for any purpose other than for the parking of bicycles.
- (i) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces, the Visitors’ Parking Spaces and the Non-industrial 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 Spaces 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.
- (iv) Each of the DE Parking Spaces and the Centre for HCS for Frail Elderly Persons Parking Space shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.
- (v) Each of the Residential LGV and LB Parking Spaces shall measure 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres.
- (vi) Each of the spaces provided under sub-clause (h) of this Special Condition shall be of such dimensions as may be approved in writing by the C for T.”

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

“(a) Spaces shall be provided within the lot to the satisfaction of the C for T at the following rates:

- (i) two spaces for the loading and unloading of coaches, buses, medium goods vehicles and heavy goods vehicles shall be provided within the lot for each block of residential units erected or to be erected on the lot, the location of the said spaces shall be approved by the C for T. For the purpose of this sub-clause (a)(i), the decision of the C for T as to what constitutes a block of residential units and “coach” respectively shall be final and binding on the Grantee;
- (ii) four spaces for the loading and unloading of goods vehicles shall be provided within the lot for the building or buildings erected or to be erected thereon or part or parts such building or buildings for non-industrial (excluding private residential, godown, office, hotel, petrol filling station and the Government Accommodation) purposes; and
- (iii) out of the spaces provided under sub-clause (a)(ii) of this Special Condition, three spaces shall be provided at such location as the C for T shall require or approve for the shared use with the Government Accommodation referred to in Special Condition No. (7)(a) hereof and their bona fide guests, visitors or invitees.

For the purpose of these Conditions, “bus”, “medium goods vehicle”, “heavy goods vehicle” and “goods vehicle” shall be as defined in the Road Traffic Ordinance.

- (b) Each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (36) hereof), (a)(ii) and (a)(iii) of this Special Condition shall measure 3.5 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres. Such spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (36) hereof) shall not be used for any purpose other than for the loading and unloading of coaches, buses, medium goods vehicles and heavy goods vehicles in connection with the building or buildings referred to therein; and such spaces provided under sub-clauses (a)(ii) and (a)(iii) of this Special Condition 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.”

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

- “(a) Notwithstanding Special Conditions Nos. (34)(a)(i), (34)(a)(ii), (34)(b)(i), (34)(d)(i), (34)(g)(i) and (35)(a)(i) hereof, the Grantee may increase or reduce the respective number of spaces required to be provided under the said Special Conditions 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, the Residential Motor Cycle Parking Spaces, the Residential LGV and LB Parking Spaces, the Non-industrial Parking Spaces and the Non-industrial 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), (g), (h) and (i) of Special Condition No. (34) hereof, Special Condition No. (35) 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.”

28. Special Condition No. (37) 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 Conditions Nos. (34), (35) and (36) 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.”

29. Special Condition No. (39) 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 Residential Parking Spaces and the Residential 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 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.
 Provided that in any event not more than one in number of the total of the Residential Parking Spaces and one in number of the total of the Residential Motor Cycle Parking Spaces shall be assigned to the owner of any one residential unit in the building or buildings erected or to be erected on the lot.
- (ii) Notwithstanding sub-clause (a)(i) 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 Spaces as a whole, but only to a wholly owned subsidiary company of the Grantee.
- (b) (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, office, hotel, petrol filling station and the Government Accommodation referred to in Special Condition No. (7)(a) hereof) purposes in the building or buildings or part or parts thereof 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, office, hotel, petrol filling station and the Government Accommodation referred to in Special Condition No. (7)(a) hereof) purposes in the building or buildings or part or parts thereof erected or to be erected on the lot.
- (ii) Notwithstanding sub-clause (b)(i) 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 Spaces as a whole, but only to a wholly owned subsidiary company of the Grantee.
- (c) Sub-clauses (a)(i) and (b)(i) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.”

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

“The Visitors’ Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Conditions Nos. (34)(g), (34)(h) and (35)(a) hereof (as may be respectively varied under Special Condition No. (36) hereof) shall be designated as and form part of the Common Areas.”

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

“(a) The Grantee shall:

- (i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with:

- (I) the spaces provided in accordance with Special Conditions Nos. (34)(b)(i) and (34)(d)(i)(II) hereof (as may be respectively varied under Special Condition No. (36) hereof); and
- (II) the spaces provided in accordance with Special Condition No. (34)(a)(ii) hereof (as may be varied under Special Condition No. (36) hereof) in the event that not less than 10 such spaces are provided or to be provided within the lot,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than ground investigation, foundation works and site formation works) shall be commenced on the lot until such approval shall have been obtained;

- (ii) on or before the 30th day of June 2027 or such other date as may be approved by the Director, at the Grantee’s own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee’s own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee’s own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee’s obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, 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 and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

- (b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee’s own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the C for T, 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 process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

- (d) 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) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) 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-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) 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.
- (e) 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) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; or 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 (a)(iii) of this Special Condition.
- (f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (32)(a)(vi) hereof.”

32. Special Condition No. (42) 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 Conditions Nos. (34) and (35) hereof (as may be respectively varied under Special Condition No. (36) hereof) and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (41)(a)(i) 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 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. (34) and (35) hereof. The Grantee shall maintain all parking, loading and unloading spaces, 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 bicycles set out respectively in Special Conditions Nos. (34) and (35) hereof.
- (d) No transaction (except for a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (28)(c) hereof and a building mortgage under Special Condition No. (28)(d) 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; any omission or mistake in the Car Park Layout Plans; 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, analysing, 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; or any omission or mistake in the Car Park Layout Plans."

33. Special Condition No. (45) 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. (44) 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 supports, 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 or professional fees and charges."

34. Special Condition No. (46) of the Land Grant stipulates that:

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

35. Special Condition No. (47) 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."

36. Special Condition No. (48) 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."

37. Special Condition No. (49) 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 (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 and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof 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 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."

38. Special Condition No. (50) of the Land Grant stipulates that:

- “(a) Subject to the delay of fresh water supply from Government mains, consent to use temporary mains fresh water for flushing will be given, provided that the Grantee will be required to install at his own expense plumbing suitable for the use of salt water and treated effluent and to accept salt water or treated effluent supply if available in future as and when directed by the Director of Water Supplies.
- (b) The Grantee shall at his own expense provide and install within the lot master meter rooms or chambers to house the master meters for flushing water supplies and their by-pass arrangement (hereinafter referred to as “the Master Meter Rooms”) within such time limit as the Director of Water Supplies shall specify at such locations, in such manner and to such standards in all respects to the satisfaction of the Director of Water Supplies. The Grantee shall thereafter at his own expense operate, upkeep, maintain, repair, renew and manage the Master Meter Rooms in all respects in good repair and operation condition to the satisfaction of the Director of Water Supplies.”

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

- “(a) The Grantee shall on or before the 30th day of June 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 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 responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person whether arising directly or indirectly out of, in connection with 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.
- (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.”

40. Special Condition No. (52) of the Land Grant stipulates that:

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Water Supplies design, construct and maintain such waste pipes, whether within the boundaries of the lot or on Government land, as the Director of Water Supplies may consider necessary to carry off waste and convey into the Government’s designated collection system. Such waste pipes shall be separated from any soil pipes to the satisfaction of the Director of Water Supplies. For the purpose of this Special Condition, “waste”, “waste pipe” and “soil pipe” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation. 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 arising whether directly or indirectly out of or in connection with any loss, damage, nuisance or disturbance caused by such waste and waste pipes.
- (b) The works of connecting any waste pipes from the lot to the Government’s designated collection system, when laid and commissioned, may be carried out by the Grantee at his own expense to the satisfaction of the Director of Water Supplies 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 of Water Supplies 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. Alternatively, the said connection works may be carried out by the Director of Water Supplies 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. The decision of the Director of Water Supplies as to the cost of the said technical audit, the cost of the said maintenance works and the cost of the said connection works carried out by the Director of Water Supplies under this sub-clause (b) shall be final and binding on the Grantee.”

41. Special Condition No. (53) 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 arising whether directly or indirectly 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. The decision of the Director as to the cost of the said connection works carried out by the Director, the cost of the said technical audit and the cost of the said maintenance works under this sub-clause (b) shall be final and binding on the Grantee.”

42. Special Condition No. (54) of the Land Grant stipulates that:

“Except with the prior written approval of the Director, no part of any building or buildings or structure or structures erected or to be erected on that portion of the lot shown coloured pink hatched black on the plan annexed hereto shall be used for any noise sensitive use. The decision of the Director as to what constitutes noise sensitive uses and whether any use amounts to noise sensitive uses shall be final and binding on the Grantee.”

43. Special Condition No. (57) of the Land Grant stipulates that:

“Except with the prior written consent of the Director, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.”

44. Special Condition No. (58) 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.”

Remark:

For full details, please refer to the Land Grant. A copy of the Land Grant is available for inspection by the general public free of charge at the sales office.

1. 發展項目位於測量約份第3約地段第1074號(「該地段」)。

2. 該地段乃根據一份日期為2022年4月8日訂立並於土地註冊處註冊為新批地條件第22961號的私人協約方式批地協議及條件(「批地文件」)批授，批租年期由2022年4月8日起計50年。

3. 批地文件一般條款第4條規定：

「承批人須就任何違反此等條款或地政總署署長(下稱「署長」)認為(及其意見為最終並對承批人有約束力)任何因承批人使用該地段、或任何開發或重建該地段或其部分、或在該地段上進行的任何活動或在該地段上進行的任何其他工程(不論該等使用、開發或重建、活動或工程是否遵從或違反此等條款)而引致毗鄰或毗連土地或該地段損壞或土壤及地下水污染，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。」

4. 批地文件一般條款第6條規定：

- 「(a) 承批人須於整個批租期內根據此等條款進行建築或重建(本詞指此一般條款第(b)分條所預期的重建工程)：
- (i) 依照經批准之設計及規劃以及任何經批准建築圖則並在沒有任何變更或修訂下保養所有建築物；
 - (ii) 保養所有已建或根據此等條款或任何其後的合約修訂而可能興建的建築物以保持其修繕妥當及良好狀態，並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。
- (b) 倘若在批租期內任何時間拆卸當時在該地段或其任何部分的建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以類型及價值由署長批准的建築物替代。倘若在根據上述情況進行拆卸的情況下，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建築工程以作重建之同意書，並在收到該同意書的三個曆月內展開重建的必要工程，並在署長指定的期限內完成以使署長滿意。」

5. 批地文件一般條款第8條規定：

「任何按此等條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、排水渠(污水及雨水渠道)、渠道及街燈，有關費用由承批人負擔，而其後的保養將以公帑支付。若該等私家街道、道路及巷道保留於批租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、排水渠、渠道及保養，以使署長在各方面滿意，而署長亦可以公眾利益為由進行或達致進行街燈裝設及保養。承批人須承擔裝設街燈的資本開支，並准許工人及汽車自由進入及離開批租範圍，以便裝設及保養街燈。」

6. 批地文件特別條款第(3)條規定：

「承批人須在該地段上興建一幢或多幢建築物以發展該地段，並須在各方面符合此等條款及現時及任何時候在香港生效並有關建築、衛生及規劃的一切條例、附例及規例。該等一幢或多幢建築物須於2027年6月30日或之前完成及可供佔用。」

7. 批地文件特別條款第(4)條規定：

「該地段或其任何部分或任何在該地段上已建或擬建之一幢或多幢建築物不得用作非工業用途(倉庫、辦公室、酒店及加油站除外)以外之任何其他用途。」

8. 批地文件特別條款第(5)條規定：

「受限於此等條款，在開發或重建(該詞僅指一般條款第6條所預期的重建)該地段或其任何部分時：

- (a) 任何於該地段上已建或擬建之一幢或多幢建築物均須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例；
- (b) 不得在該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方興建任何未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例之一幢或多幢建築物，亦不得以未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例的方式開發或使用該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方；

- (c) 任何在該地段上已建或擬建之一幢或多幢建築物的整體總樓面面積須不少於31,367平方米及不多於52,277平方米，惟：
 - (i) 任何在該地段上已建或擬建並作私人住宅用途之一幢或多幢建築物或其任何部分的整體總樓面面積不得少於28,806平方米及須不多於48,010平方米；及
 - (ii) 任何在該地段上已建或擬建並作非工業用途(私人住宅、倉庫、辦公室、酒店及加油站除外)之一幢或多幢建築物或其任何部分的整體總樓面面積不得少於2,561平方米及須不多於4,267平方米；
- (d) 在該地段上已建或擬建之住宅單位總數須不少於950個，及就此等條款而言，署長就何謂一個住宅單位之決定為最終決定並對承批人有約束力；及
- (e) 任何在該地段上已建或擬建之一幢或多幢建築物之設計及規劃須獲署長書面批准。在獲得該等批准之前，在該地段內不得展開任何建築工程(土地勘測、地基工程及地盤平整工程除外)。就此等條款而言，「建築工程」、「土地勘測」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法定義，且署長對何謂「地基工程」之決定為最終決定並對承批人有約束力。」

9. 批地文件特別條款第(6)條規定：

「受限於此等條款，在開發或重建(該詞僅指一般條款第6條所預期的重建)該地段或其任何部分時：

- (a) (i) 除非屋宇署署長(下稱「屋宇署署長」)另作同意，承批人須自費提交一份或多份圖則予屋宇署署長，表明所有於該地段地面或以上樓層現已或將會興建或建造以提供該地段邊界後移區域的所有建築物、構築物、建築物或構築物承件及任何伸出物的配置和布局，以供其書面批核，該呈交文件須在各方面都遵從屋宇署署長的要求，並須包括後移區的地面鋪築及園景計劃書及由屋宇署署長全權酌情要求及指明的其他相關資料。上述經由屋宇署署長批准的呈交文件下稱「核准樓宇後移建議」。任何於該地段現已或將會興建的建築物、構築物、建築物或構築物承件及任何伸出物須在各方面遵從核准樓宇後移建議。就本分條而言，屋宇署署長就是否遵從核准樓宇後移建議之決定為最終決定並對承批人有約束力。
- (ii) 如非事前獲屋宇署署長書面批准，不得修改、更改、改動、修訂或替代核准樓宇後移建議，及如屋宇署署長作出批准，屋宇署署長將有全權酌情決定該批准的條件及條款。
- (b) (i) 除非屋宇署署長另作同意，承批人須自費提交一份或多份圖則予屋宇署署長，表明現已或將會興建於該地段上之所有建築物或建築物群的配置和布局，包括但不限於連續外牆闊度、該等建築物或建築物群間的分隔距離和透風度，以供其書面批核，該呈交文件須在各方面遵從屋宇署署長就建築物分隔的要求以及須提供包括由屋宇署署長全權酌情要求及指明的其他相關資料。
- (ii) 根據此特別條款第(b)(i)分條提交並由屋宇署署長批准的呈交文件下稱「核准建築物分隔建議」。任何現已或將會興建於該地段上的建築物或建築物群須在各方面遵從核准建築物分隔建議。就本分條而言，屋宇署署長就是否遵從核准建築物分隔建議之決定為最終決定並對承批人有約束力。
- (iii) 如非事前獲屋宇署署長書面批准，不得修改、更改、改動、修訂或替代核准建築物分隔建議，及如屋宇署署長作出批准，屋宇署署長將有全權酌情決定該批准的條件及條款。
- (c) (i) 承批人須自費向屋宇署署長提交圖則以供其書面批准，該圖則標明在該地段或其上已建或擬建之一幢或多幢建築物之上或內提供及維持綠化(包括但不限於提供於泥土生長的活植物)之部分(下稱「綠化範圍」)、綠化範圍之布局與大小及屋宇署署長所要求或行使其獨有酌情權訂明的其他資料(包括但不限於綠化範圍之建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。屋宇署署長就綠化建議書中何謂提供綠化及在該地段或建築物的哪些部分為綠化範圍的決定為最終決定並對承批人有約束力。上述獲屋宇署署長批准的建議書下稱「獲批准綠化建議書」。
- (ii) 承批人須自費根據獲批准綠化建議書實施及完成綠化範圍之建築工程，及此後保養綠化範圍，以使屋宇署署長在各方面滿意。未得屋宇署署長事先書面批准，不得修改、變更、改動、修訂或替代獲批准綠化建議書或標明綠化範圍之圖則。
- (iii) 除非獲得屋宇署署長事先書面批准，獲批准綠化建議書所示之綠化範圍須被指定為並構成特別條款第(32)(a)(vi)條所指的公用地方之一部分，及不得用作根據獲批准綠化建議書所述之布局、大小、位置及詳情作綠化範圍以外之任何其他用途。」

10. 批地文件特別條款第(7)(a)及第(7)(b)條規定：

- 「(a) 承批人須以良好工藝的方式，並根據在此夾附的工程規格附表（下稱「工程規格附表」）及按特別條款第(8)(a)條批准的圖則，自費於該地段內興建、建造及提供以下樓宇，並使署長在各方面滿意：
- (i) 一所幼兒中心（下稱「幼兒中心」），其淨作業樓面面積不少於529.8平方米；
 - (ii) (I) 一所長者日間護理中心（下稱「長者日間護理中心」），其淨作業樓面面積不少於358.2平方米；
 - (II) 三個在特別條款第(34)(e)條中提述，各闊3.0米及長8.0米及有最少3.3米淨空高度的停車位，供長者日間護理中心獨有使用，以停泊與長者日間護理中心運作及其真正賓客、訪客或被邀者相關的根據《道路交通條例》、其任何附屬規例及任何修訂法例（下稱「道路交通條例」）領有牌照的私家小巴；
 - (iii) (I) 一所體弱長者家居照顧服務中心（下稱「體弱長者家居照顧服務中心」），其淨作業樓面面積不少於100.7平方米；及
 - (II) 一個在特別條款第(34)(f)條中提述，闊3.0米及長8.0米及有最少3.3米淨空高度的停車位，供體弱長者家居照顧服務中心獨有使用，以停泊與體弱長者家居照顧服務中心運作及其真正賓客、訪客或被邀者相關的根據道路交通條例領有牌照的私家小巴
- （上述樓宇連同任何署長以其絕對酌情權決定（署長的決定為最終決定並對承批人有約束力）專屬於該等樓宇的其他範圍、設施、服務設施及裝置，以下統稱「政府樓宇」）。政府樓宇必須在2027年6月30日或之前竣工並且適合佔用。就此分條而言，署長對何謂「一所幼兒中心」、「一所長者日間護理中心」與「一所體弱長者家居照顧服務中心」之決定為最終決定並對承批人有約束力。
- (b) 政府特此保留按其絕對酌情權隨時改動或變更政府樓宇或其任何部分的用途之權利。」

11. 批地文件特別條款第(8)條規定：

- 「(a) (i) 承批人須向署長提交或達致提交政府樓宇之圖則以供署長書面批核。政府樓宇圖則須包括政府樓宇的水平、位置及設計的詳細資料，以及署長要求的其他詳細資料。
- (ii) 政府樓宇圖則獲批准後，除非獲署長事前書面批准或如署長所要求，否則承批人不得改動、更改、變更、修改或取代政府樓宇圖則。
- (iii) 根據此第(a)分條獲批准的政府樓宇圖則將被視作已包括署長事後批准或要求的任何改動、更改、變更、修改或取代內容。
- (b) 在署長根據此特別條款第(a)分條批准政府樓宇圖則之前，在該地段內不得展開任何建築工程（地盤平整工程、地基工程及土地勘測除外）。」

12. 批地文件特別條款第(11)條規定：

- 「(a) 除向政府支付其要求的任何其他款項外，及在不影響此等條款或其他原因賦予政府的權利下，倘若承批人未能在特別條款第(7)(a)條所訂的日期或之前竣工及使政府樓宇適合佔用，以使署長滿意，承批人須在政府要求時向其付款（特此同意該有關款項為算定損害賠償而非罰款），收費率為每日港幣6,450.00元，由特別條款第(7)(a)條所訂的日期翌日開始直至並包括署長根據特別條款第(12)(b)條發出的完工證明書所指明的日期每日計收，惟如承批人拖欠全數或部分該等算定損害賠償，則在不影響署長在此等條款所載的其他權利及補償權下，署長有權從特別條款第(14)(a)條規定應付予承批人的款項中扣除上述算定損害賠償。
- (b) 為免生疑問，現協議及聲明，政府接受任何該等算定損害賠償付款，並不會免除承批人仍須履行及遵守的任何責任。」

13. 批地文件特別條款第(16)條規定：

- 「(a) 在不影響特別條款第(17)條之規定下，承批人須自費並以使署長在各方面滿意的程度，在特別條款第(17)(a)條提述的維修責任期屆滿前的所有時間保養政府樓宇及該處的屋宇服務裝置，以保持其狀態良好。
- (b) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

14. 批地文件特別條款第(17)條規定：

- 「(a) 承批人須就政府樓宇及該處的屋宇服務裝置的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程（不論是關於工藝、物料、設計或其他原因），不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府及財政司司長法團作出彌償及使其持續獲得彌償，其中包括：
- (i) 在承批人交付政府樓宇管有權當日已存在者；及
 - (ii) 在承批人交付政府樓宇管有權當日後365日內（下稱「維修責任期」）出現或呈現者。
- (b) 如署長或財政司司長法團或兩者要求，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式進行所有保養、維修、修改、重建及糾正工程及任何其他所需工程，以補救及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於任何維修責任期內出現或呈現的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式修復及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於承批人交付管有權當日已存在的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。
- (c) 維修責任期即將屆滿時，署長或財政司司長法團或兩者將安排進行檢驗政府樓宇及該處的屋宇服務裝置，以查找任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。署長及財政司司長法團各自保留權利於維修責任期屆滿後14日內向承批人發出一份或多份建築瑕疵細目表，列明政府樓宇及該處的屋宇服務裝置任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。承批人須自費安排進行所有所需工程，以在署長或財政司司長法團或兩者指定的時限內，以其指定的標準及方式補救及糾正此等缺失。
- (d) 如承批人未能進行任何此特別條款第(b)及(c)分條所指的工程，政府或財政司司長法團或兩者可進行任何該等工程，而承批人須按要求支付經署長核證（其決定為最終決定並對承批人有約束力）為政府或財政司司長法團或兩者因此招致的所有相關費用及支出，另加相等於該等費用及支出總額百分之二十的金額作行政費用。惟政府或財政司司長法團或兩者有權從此特別條款第(e)分條所指的保證金中扣除此第(d)分條下承批人到期應付政府或財政司司長法團或兩者的費用、支出及付費。倘若根據此特別條款第(e)分條所指的保證金不足以支付承批人到期應付政府或財政司司長法團或兩者的所有費用、支出及付費，承批人須按要求補付差額。
- (e) 承批人須在依照特別條款第(13)條轉讓政府樓宇的同時，向政府支付港幣5,180,000.00元的保證金（下稱「保證金」）。受限於此特別條款第(d)分條但書之規定，當政府樓宇的維修責任期屆滿而承批人已以使人滿意的方式進行署長或財政司司長法團或兩者要求的所有保養、維修、修改、重建及糾正工程及任何其他尚未完成工程之時，保證金將到期應付予承批人（現明確聲明及協議，保證金或其任何部分均不會計付任何利息）。
- (f) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

15. 批地文件特別條款第(19)條規定：

- 「(a) 承批人須在此協定的整個批租年期內，自費（惟財政司司長法團可根據特別條款第(32)(a)(ii)(I)條的規定分擔款項）保養以下項目（下稱「該等項目」），以令署長在各方面滿意：
- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
 - (ii) 所有服務政府樓宇及該地段上發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
 - (iii) 屬於政府樓宇及該地段上發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備（包括但不限於可攜及不可攜的消防裝置設備）；
 - (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
 - (v) 服務政府樓宇及該地段上發展項目的餘下部分的所有其他公共部分及設施。
- (b) 承批人須就其未能保養該等項目而直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府及財政司司長法團作出彌償及使其持續獲得彌償。
- (c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

16. 批地文件特別條款第(21)條規定：

- 「(a) (i) 受限於本特別條款第(a)(ii)及(a)(iii)分條之規定，承批人可在該地段興建、建造及提供經署長書面批准的該等康樂設施及其附屬設施（以下統稱「該等設施」），惟不得於該地段內興建、建造及提供游泳池。該等設施的類型、大小、設計、高度及布局亦必須獲得署長事先書面批准。就此特別條款而言，署長就何謂游泳池之決定為最終決定並對承批人有約束力。
- (ii) 該等設施之整體總樓面面積不得超過該地段上已建或擬建作私人住宅用途的任何一幢或多幢建築物的整體總樓面面積的2.5%。
- (iii) 計算特別條款第(5)(c)條指定的整體總樓面面積時，受限於特別條款第(56)(d)條之規定，倘若根據本特別條款第(a)(i)及(a)(ii)分條在該地段內提供的該等設施之任何部分乃供已建或擬建於該地段的一幢或多幢住宅大廈全體住戶和其真正訪客公用與共享的，該等設施的該等部分將不會計算在內，而署長認為並非作該用途的該等設施的其餘部分則會納入計算。
- (b) 倘若該等設施的任何部分可獲豁免而不計入此特別條款第(a)(iii)分條所訂的總樓面面積（下稱「豁免設施」）：
- (i) 豁免設施須被指定為並構成特別條款第(32)(a)(vi)條所指的公用地方之一部分；
- (ii) 承批人須自費保養豁免設施以保持其修繕妥當及良好狀態，及運作豁免設施以使署長滿意；及
- (iii) 豁免設施只可供該地段上已建或擬建的一座或多座住宅大廈住客及其真正訪客使用，其他人士不得使用。」

17. 批地文件特別條款第(22)條規定：

「未得署長事先書面同意，概不可移除或干預任何現於該地段或毗鄰土地生長的樹木，而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

18. 批地文件特別條款第(23)條規定：

「承批人須在該地段任何部分及平台（如有）未有建築之部分，自費進行園景美化工程及種植樹木及灌木，及此後須自費保養及使其維持在安全、潔淨、整齊、井然而健壯的狀態，以使署長滿意。」

19. 批地文件特別條款第(24)(a)條規定：

- 「(a) 儘管特別條款第(4)條規定的用途限制，如該地段或其任何部分將被用作住宅用途，該地段內可提供給看守員或管理員或兩者的辦公設施，但受下列條件規限：
- (i) 署長認為該等設施對於該地段上已建或擬建的住宅大廈的安全、保安及良好管理是必要的；
- (ii) 該等設施不能用作除全職及有必要聘用於該地段的看守員或管理員或兩者的辦公設施以外的任何用途；及
- (iii) 任何該等設施的位置必須先經署長的書面批准。」

20. 批地文件特別條款第(25)(a)條規定：

- 「(a) 如該地段或其任何部分將被用作住宅用途，該地段內可提供給看守員或管理員或兩者的宿舍，但受下列條件規限：
- (i) 該等宿舍須設置在該地段上已建的其中一幢住宅單位大廈內或署長以書面批准的其他位置；及
- (ii) 該等宿舍不能用作除該地段內全職及有必要聘請的看守員或管理員或兩者的住宿處所以外的任何用途。」

21. 批地文件特別條款第(26)(a)條規定：

- 「(a) 儘管特別條款第(4)條規定的用途限制，如該地段或其任何部分將被用作住宅用途，可在該地段內提供一個辦事處，供業主立案法團或業主委員會使用，惟：
- (i) 該辦事處不能用作就該地段及於其上已建或擬建的一幢或多幢建築物所成立或擬成立的業主立案法團或業主委員會開會及行政工作之用途以外的任何用途；及
- (ii) 任何該辦事處的位置必須先經署長的書面批准。」

22. 批地文件特別條款第(28)條規定：

- 「(a) 於此等條款獲遵從以使署長在各方面滿意之前，除非獲得署長事先書面同意並已符合其施加的任何條件（包括支付其要求的任何費用），承批人不得轉讓、按揭或抵押（以此特別條款第(d)分條所指的建築按揭的方式除外）、出租（根據此特別條款第(c)分條所規定的出租除外）、放棄管有或以其他方式處置該地段或其任何部分或其中任何權益或其上任何建築物或其部分（不論是直接或間接保留、授予任何優先拒絕要約權、認購權、授權書，或以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。
- (b) 即使此等條款已獲遵從及符合以使署長滿意，承批人不得轉讓、按揭或抵押（以此特別條款第(d)分條所指的建築按揭的方式除外）、出租、放棄管有或以其他方式處置於該地段上已建或擬建的任何建築物或其任何部分內之任何單位（該單位被設計、用作或擬用作私人住宅用途）（下稱「住宅單位」）或其任何部分或其任何權益或附於其上的任何該地段不分割份數（不論是直接或間接保留、授予任何優先拒絕要約權、認購權、授權書，或以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，除非承批人轉讓或同意轉讓住宅單位連同附於其上之該地段不分割份數：
- (i) 予屬於運輸及房屋局局長批准的買家類別中之人士；及
- (ii) 由承批人建議並獲運輸及房屋局局長以其絕對酌情權批准之價格並根據特別條款第(29)條之條款及條件轉移或以其他方式處置。
- (c) 即使本文件載有任何相反規定，承批人可出租在該地段上已建或擬建之任何建築物中的任何處所（住宅單位除外），或就此等目的訂立任何協議，但該租賃或租契須符合以下條款和條件：
- (i) 在建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出佔用許可證或臨時佔用許可證（該佔用許可證或臨時佔用許可證涵蓋了與該租賃或租契相關的建築物或其部分）之前，任何設立的租賃或租契均不得開始；
- (ii) 該租賃或租契或租賃協議或租契協議所容許的用途須符合此等條款；及
- (iii) 該租賃或租契或租賃協議或租契協議的條款及條件不得抵觸此等條款。
- (d) 承批人可在無此特別條款第(a)分條所指的署長的書面同意下（但須取得運輸及房屋局局長的書面同意），僅以根據此等條款發展該地段為目的按揭或抵押該地段或其任何部分或其任何權益，並只能通過建築按揭模式進行，雙方同意就此目的而言建築按揭為：
- (i) 將該地段按揭或抵押予持牌銀行或《銀行業條例》第16條下所認可的註冊接受存款公司以擔保貸款或擬貸款予承批人的款項（及其利息），以只用作根據此等條款發展該地段及支付有關該發展項目及按揭的法律及其他專業費用（惟該費用合計不得超過按揭的總額之5%）的用途，並不得作其他用途；
- (ii) 該等貸款（就已完成之工程而言）只能按認可人士（由承批人就該地段發展項目而按《建築物條例》、其任何附屬規例及任何修訂法例委任）不時證明承批人為發展該地段而已經招致的款項，放款予承批人；
- (iii) 如承批人根據此特別條款向署長申請事先書面同意以訂立處置該地段的任何份數或權益連同獨家使用與管有在該地段上已建或擬建的建築物的任何單位之權利的任何協議，承批人、承按揭人及保證金保存人（按以下定義）須訂立載有署長可不時指定或要求的條款及要求之協議，包括但不限於以下各項：
- (I) 承批人或保證金保存人須將收到有關該地段的任何單位、份數或權益的買賣協議（其條件已獲承按揭人批准）（下稱「買賣協議」）的買價或其任何部分的一切款項存入由保證金保存人於承按揭人開立、保持及操作指定作為該地段發展項目的一個銀行賬戶（下稱「保證金保存人賬戶」）；
- (II) 未經承按揭人事先書面批准及符合買賣協議的條件及署長同意的條件，不得發放保證金保存人賬戶的任何款項；及
- (III) 承按揭人不可撤銷地向承批人承諾，當完成買賣後，將無條件地從建築按揭的抵押品中解除已經全數支付買賣協議的總買價予保證金保存人賬戶的該地段的任何單位、份數或權益；
- (iv) 承按揭人有責任及不可撤銷地承諾，當完成買賣後，將無條件地從建築按揭的抵押品中解除已經全數支付買賣協議的總買價予保證金保存人賬戶的該地段的任何單位、份數或權益；及
- (v) 僅就此特別條款而言，「保證金保存人」指承批人當時委任作為買賣協議的買價的保證金保存人的任何律師行。
- (e) 僅就此特別條款而言，此特別條款第(a)、(b)及(d)分條中「承批人」一詞不包括其受讓人。」

23. 批地文件特別條款第(29)條規定：

「(a) 就此特別條款而言：

- (i) 「合資格買家」指獲得承批人根據運輸及房屋局局長不時發出之條件核證為符合資格購買住宅單位或其中任何權益的人士；
- (ii) 「首份轉讓契據」指承批人向該住宅單位的首位業主轉讓住宅單位的首份轉讓契據；
- (iii) 「承批人」一詞不包括其受讓人；
- (iv) 「最初市值」指在首份轉讓契據中指明的住宅單位的市值；
- (v) 「業主」指獲承批人轉讓或同意轉讓該地段的不分割份數連同在該地段上已建或擬建之一幢或多幢建築物內之住宅單位的獨家管有權的人士、其業權繼承人及任何承按揭人或承押記人(不論是法定或衡平法的)或該承按揭人或承押記人之受讓人；
- (vi) 「期間」指首份轉讓契據的日期後起計為期15年的期間；
- (vii) 「補價」指由承批人評估與運輸及房屋局局長批准的款額(其批准為最終及對住宅單位的業主有約束力)，該款額須根據以下公式計算：

$$\text{補價} = \text{現行市值} \times \frac{(\text{最初市值} - \text{買入價})}{\text{最初市值}}$$

就計算補價而言，「現行市值」指在業主繳付補價時由承批人評估並獲運輸及房屋局局長批准的住宅單位的市值；及

(viii) 「買入價」指於首份轉讓契據中指明之承批人向業主出售住宅單位的價錢。

- (b) 除此特別條款第(c)、(d)、(e)、(f)及(g)分條另有規定外，業主無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其他方式處置其住宅單位或其任何部分，或其中的任何權益，或附於其上之該地段的任何不分割份數(不論是直接或間接保留、授予任何優先拒絕要約權、認購權或授權書，或任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，或根據任何有關出售、轉讓或以其他方式處置或影響其住宅單位或其任何部分或其中任何權益的交易協議(不論是現時的或未來的、有條件的或無條件的)索取或接受(不論直接地或間接地或是經由律師、代理人、承辦商或受託人或其他人士)任何金錢或金錢等值或任何其他有價值代價，或就上述交易訂立任何協議。

- (c) (i) (I) 受限於承批人事先書面批准並已符合承批人施加的任何條件包括但不限於此特別條款第(c)(i)(II)分條列出之條件，及符合運輸及房屋局局長不時發出之指引(如適用)，業主可就轉讓予其之住宅單位訂立押記或按揭，或訂立第二押記或第二按揭，或訂立進一步的押記或按揭予銀行或其他財務機構(僅就此第(c)(i)(I)分條而言，包括財政司司長法團或獲承批人批准的業主的僱主之組織或承批人，而毋須先繳付補價，其目的是：

(A) 以就購買該住宅單位提供資本或再融資或就任何仍然藉該住宅單位押記或按揭作為抵押的未償還借貸再融資；或

(B) 以就相關銀行、財務機構或組織提供的新貸款或額外貸款提供抵押

(就住宅單位之該等押記、按揭、第二押記、第二按揭或住宅單位之進一步押記或進一步按揭下稱「押記」)。

為免生疑問，承批人可以其獨有及絕對酌情權批准或拒絕此第(c)分條的申請，而毋須提供任何理由。

(II) 此特別條款第(c)(i)(I)分條所指的條件如下：

(A) 押記須採用承批人批准的格式並須具有承批人要求的條文；

(B) 業主須承擔訂立押記所引致或附帶引致的所有費用及支出，包括承批人審批押記的行政費用及支出，及承批人批核此特別條款第(c)(i)(II)(A)分條提及的格式所產生的法律費用；及

(C) 業主須遵守及符合承批人施加的條件及條款。

- (ii) (I) 受限於承批人事先書面批准並已符合運輸及房屋局局長不時發出之指引(如適用)，業主可將轉讓予其的住宅單位押記或按揭予參與了由香港按揭證券有限公司或其任何子公司(以下統稱「香港按揭證券有限公司集團」)或運輸及房屋局局長不時批准的其他財務機構運行的安老按揭計劃

(下稱「安老按揭」)的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，以取得有關的按揭貸款，而毋須先繳付補價。惟當此特別條款第(c)(ii)(II)分條的條件已符合時，承批人須被視為已給予批准。

(II) 此特別條款第(c)(ii)(I)分條所指的條件如下：

(A) 安老按揭須採用承批人及香港按揭證券有限公司集團或運輸及房屋局局長就資助房屋出售計劃不時批准的其他財務機構不時批准的格式並須具有承批人及香港按揭證券有限公司集團或該等其他財務機構要求的條文；

(B) 住宅單位須押記或按揭予參與了安老按揭計劃的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，並從該銀行或香港按揭管理有限公司集團或該等其他財務機構取得有關的貸款；

(C) 業主須承擔一切創立安老按揭所引致或附帶引致的費用及支出；及

(D) 業主須遵守及符合承批人不時發出的指引(如適用)及香港按揭證券有限公司集團或運輸及房屋局局長不時批准的其他財務機構就安老按揭計劃施加的條款及條件。

- (d) 在業主向政府繳付補價(由承批人代政府收取)之前的任何時間，業主可就其住宅單位簽訂任何臨時買賣協議、正式買賣協議及轉讓契據，惟須受以下條件限制：

(i) 以買家身份簽訂該臨時買賣協議的人士須為合資格買家；

(ii) 以買家身份簽訂該正式買賣協議及轉讓契據的人士須為合資格買家，並獲承批人以其獨有及絕對酌情權提名購買該住宅單位；

(iii) 按照此第(d)分條簽訂的臨時買賣協議、正式買賣協議及轉讓契據均須受限於並載有承批人以其獨有及絕對酌情權要求或授權的條款及條件(包括繳付任何承批人決定的費用)，及須受限於此特別條款包含的條款及條件；及

(iv) 須遵守及符合承批人以其獨有及絕對酌情權施加的所有要求、條款及條件(包括繳付行政費用(如被要求時))。

惟倘若業主於首份轉讓契據的日期起計五年期間屆滿前簽訂臨時買賣協議，則臨時買賣協議、正式買賣協議及轉讓契據中所訂立的售價不得多於買入價。

- (e) 於期間屆滿後的任何時候，

(i) 業主可出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其認為適合的其他方式處置其住宅單位，惟須向政府繳付補價(由承批人代政府收取)及向承批人繳付釐定補價的行政費(如被要求時)；

(ii) 業主(如被承批人要求時)須自費向承批人提交由承批人不時決定之估價師名單中選擇之估價師就其住宅單位的估價報告，惟該估價報告僅供承批人作參考且並不可以任何方式約束承批人釐定補價；

(iii) 運輸及房屋局局長可以其獨有及絕對酌情權接受承批人所提交之釐定或自行決定補價，其對業主須繳付之補價的決定為最終決定並為最後定論且對業主有約束力；及

(iv) 即使此特別條款第(e)(i)分條另有規定，在繳付補價前(由承批人代政府收取)業主可就其住宅單位簽訂正式買賣協議，惟前提是該協議的條件須規定於轉讓住宅單位前業主須繳付補價(由承批人代政府收取)。

- (f) 受限於承批人事先書面批准並已遵照承批人施加的一切條款(包括但不限於繳付行政費(如被要求時))與運輸及房屋局局長不時發出的指引之情況下，業主可毋須事先繳付補價(由承批人代政府收取)，將其住宅單位或其中的任何權益轉讓予由承批人以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的簽訂任何協議。

- (g) (i) 受限於承批人事先書面批准並已遵照承批人施加的一切條款(包括但不限於此特別條款第(g)(ii)分條所指的條件)與運輸及房屋局局長不時發出有關建議轉移或轉讓住宅單位的指引之情況下，業主可轉讓其住宅單位或其部分或其中的權益予其父母、配偶、前配偶、子女或兄弟姐妹(但須就該關係提供令人信納的文件證據)，或若業主已逝世，則其遺囑執行人或遺產管理人可轉讓其住宅單位或其部分或其中的權益予已逝世之業主的遺產受益人(但須就該受益人之權利提供令人信納的文件證據)，而毋須事先繳付補價(由承批人代政府收取)，惟承批人可以其獨有及絕對酌情權及根據運輸及房屋局局長不時發出的指引決定是否批准或否決有關的申請而毋須提供任何理由。

- (ii) 此特別條款第 (g)(i) 分條所指的條件如下：
 - (I) 轉讓予業主之父母、配偶、前配偶、子女或兄弟姊妹或該已逝世之業主的遺產受益人(下稱「受讓人」)的轉讓契據須採用承批人批准的格式並須載有承批人要求的條文；
 - (II) 住宅單位或其任何部分，或其中的任何權益，或附於其上的該地段的不分割份數將被視作在住宅單位由承批人以首份轉讓契據轉讓予業主當日轉讓予受讓人，且此特別條款第 (b) 至 (g) 分條將適用於受讓人；及
 - (III) 業主或其遺產及受讓人須承擔所有有關該轉讓的費用，包括承批人批核轉讓契據的行政費用及開支及承批人批核此特別條款第 (g)(ii)(I) 分條所述轉讓契據的格式所產生的法律費用。
- (h) 當業主繳付補價(由承批人代政府收取)時，此特別條款第 (b)、(c)、(d)、(e)、(f) 及 (g) 分條將作廢及無效並即告失效。
- (i) 即使此特別條款第 (c)、(d)、(f) 及 (g) 分條另有相反規定，承批人根據此特別條款給予或作出任何批准、核證或提名或行使任何酌情權，將受限於運輸及房屋局局長不時施加的條款及條件(如有)。」

24. 批地文件特別條款第 (31) 條規定：

「如為改善香港或任何其他公共目的所需(香港行政長官就此的決定為定論)，政府在向承批人發出十二個曆月的書面通知此目的後有全權收回、重新進入及重新管有該地段或其任何部分；當行使此權力時承批人於該被收回的土地之批租期將停止、終止及無效，承批人須於通知期屆滿後離開及交回該被收回的土地及其上的建築物之管有權。當行使此收回權力時政府僅須向承批人繳付以下賠償：

- (a) 就該被收回的土地—以下兩者中取較小之數：(i) (第一) 承批人就該土地已繳付之地價與 (第二) 署長認為承批人合理地為該土地的地盤平整而支出之金額總和的五十分之一，乘以收回土地日期時該承批人批租期末屆滿的剩餘完整年期數目；或 (ii) 署長須就該收回土地作出公平及客觀的估值(在考慮到批租期的未屆滿剩餘部分的情況下)以核證該土地於收回日期時之市值；及
- (b) 就該被收回的土地上合法興建的任何建築物或其部分—署長須就該建築物或其部分作出公平及客觀的估值(在考慮到批租期的未屆滿剩餘部分的情況下)以核證該建築物或其部分於收回日期時之市值，惟若於收回日期時該地段之不分割份數或權益由多過一名業主持有而就該不分割份數或權益並未向承批人(就此特別條款而言，承批人一詞不包括其受讓人)繳付特別條款第 (29)(e)(i) 條所指之補價，須於賠償中扣除特別條款第 (29)(e)(i) 條就該不分割份數或權益所指之補價，或僅在該地段一部分被收回之情況下按適當比例扣除補價。」

25. 批地文件特別條款第 (34) 條規定：

- 「(a) (i) 該地段內須提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長(下稱「運輸署署長」)滿意，停車位數目須按照於該地段上已建或擬建之一幢或多幢建築物中每 7.7 個住宅單位或其部分提供一個停車位的比率計算。根據此第 (a)(i) 分條所提供之停車位(可根據特別條款第 (36) 條變更)下稱「住宅停車位」。就此等條款而言，「汽車」根據道路交通條例定義。
- (ii) 該地段內須提供額外停車位，供根據道路交通條例獲發牌的汽車停泊之用(根據此第 (a)(ii) 分條所提供之停車位可根據特別條款第 (36) 條變更)(下稱「訪客停車位」)，以使運輸署署長滿意，停車位數目須按照於該地段上已建或擬建之每一幢住宅單位大廈提供 5 個停車位的比率計算。僅就此第 (a)(ii) 分條而言，運輸署署長就何謂一幢住宅單位大廈的決定為最終決定並對承批人有約束力。
- (iii) 住宅停車位及訪客停車位除用作此特別條款第 (a)(i) 及 (a)(ii) 分條所分別規定的用途，不得用作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (b) (i) 該地段內須提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長滿意，停車位數目須按照在該地段上已建或擬建用作非工業用途(不包括私人住宅、倉庫、辦公室、酒店、加油站及特別條款第 (7)(a) 條所指的政府樓宇)的一幢或多幢建築物或其部分的每 150 平方米總樓面面積或其部分提供一個停車位的比率計算。根據此第 (b)(i) 分條所提供之停車位(可根據特別條款第 (36) 條變更)下稱「非工業停車位」。
- (ii) 就計算根據此特別條款第 (b)(i) 分條所提供的非工業停車位的數目而言，任何擬用作停車、上落客貨的樓面面積均不被計算在內。

- (iii) 非工業停車位不得用作此特別條款第 (b)(i) 分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (c) (i) 在住宅停車位、訪客停車位及非工業停車位之中，承批人須依照建築事務監督的要求或批准保留及指定一定數目的停車位，供傷殘人士停泊汽車之用(該等獲保留及指定的停車位下稱「傷殘人士停車位」)。就此等條款而言，「傷殘人士」根據道路交通條例定義，而「建築事務監督」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。
- (ii) 傷殘人士停車位不得用作供傷殘人士停泊根據道路交通條例獲發牌的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (d) (i) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意：
 - (I) 任何該地段上已建或擬建的住宅單位大廈中每 110 個住宅單位或其部分提供一個停車位(根據此第 (d)(i)(I) 分條所提供之停車位(可根據特別條款第 (36) 條變更)下稱「住宅電單車停車位」)，而就第 (d)(i)(I) 分條而言，運輸署署長就何謂一幢住宅單位大廈的決定為最終決定並對承批人有約束力；及
 - (II) 根據此特別條款第 (b)(i) 分條所須提供之非工業停車位總數的 10%(根據此特別條款第 (d)(i)(II) 分條所提供之停車位(可根據特別條款第 (36) 條變更)下稱「非工業電單車停車位」)；
- 惟倘若須提供的住宅電單車停車位或非工業電單車停車位各自的數目為小數，則向上捨入為最接近的整數。就此等條款而言，「電單車」根據道路交通條例定義。
- (ii) 住宅電單車停車位及非工業電單車停車位不得用作此特別條款第 (d)(i)(I) 和 (d)(i)(II) 分條各別規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (e) (i) 該地段內須提供三個停車位供長者日間護理中心獨家使用，以停泊根據道路交通條例獲發牌並屬於長者日間護理中心的營運者及其真正來賓、訪客或獲邀人士的私家小巴(下稱「長者日間護理中心停車位」)，以使運輸署署長滿意，該等停車位的位置須由運輸署署長批准。就此等條款而言，「私家小巴」根據道路交通條例定義。
- (ii) 長者日間護理中心停車位不得用作此特別條款第 (e)(i) 分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (f) (i) 該地段內須提供一個停車位供體弱長者家居照顧服務中心獨家使用，以停泊根據道路交通條例獲發牌並屬於體弱長者家居照顧服務中心的營運者及其真正來賓、訪客或獲邀人士的私家小巴(下稱「體弱長者家居照顧服務中心停車位」)，以使運輸署署長滿意，該停車位的位置須由運輸署署長批准。
- (ii) 體弱長者家居照顧服務中心停車位不得用作此特別條款第 (f)(i) 分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (g) (i) 該地段內須提供停車位，供根據道路交通條例獲發牌的輕型貨車和小型巴士停泊之用，以使運輸署署長滿意，停車位數目須按照於該地段上已建或擬建之一幢或多幢建築物中每 260 個住宅單位或其部分提供一個停車位的比率計算。根據此第 (g)(i) 分條所提供之停車位(可根據特別條款第 (36) 條變更)下稱「住宅輕型貨車和小型巴士停車位」。就此等條款而言，「輕型貨車」及「小型巴士」根據道路交通條例定義。
- (ii) 住宅輕型貨車和小型巴士停車位不得用作此特別條款第 (g)(i) 分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (h) 該地段內須提供停車位，供單車停泊之用，以使運輸署署長滿意，停車位數目須按照就總樓面面積而言住宅單位面積少於 70 平方米的每 15 個住宅單位或其部分提供一個停車位的比率計算。就此等條款而言，「單車」根據道路交通條例定義。根據此分條提供之停車位不得用作停泊單車以外的任何其他用途。
- (i) (i) 除傷殘人士停車位外，每個住宅停車位、訪客停車位及非工業停車位須闊 2.5 米及長 5.0 米，並有最少 2.4 米淨空高度。
- (ii) 每個傷殘人士停車位的尺寸須如建築事務監督要求或批准。
- (iii) 每個住宅電單車停車位及非工業電單車停車位須闊 1.0 米及長 2.4 米，並有最少 2.4 米淨空高度。
- (iv) 每個長者日間護理中心停車位及體弱長者家居照顧服務中心停車位須闊 3.0 米及長 8.0 米，並有最少 3.3 米淨空高度。

- (v) 每個住宅輕型貨車和小型巴士停車位須闊3.5米及長8.0米，並有最少3.6米淨空高度。
- (vi) 此特別條款第(h)分條所提供的每個停車位的尺寸須如運輸署署長書面批准。」

26. 批地文件特別條款第(35)條規定：

「(a) 該地段內須按以下比率提供停車位，以使運輸署署長滿意：

- (i) 就該地段上已建或擬建的每幢住宅單位大廈於該地段內提供兩個停車位，供旅遊巴、巴士、中型貨車及重型貨車作上落客貨用途，該等停車位的位置須由運輸署署長批准。就此第(a)(i)分條而言，運輸署署長就何謂一幢住宅單位大廈的決定以及何謂「旅遊巴」分別的決定為最終決定並對承批人有約束力；
- (ii) 就該地段上已建或擬建用作非工業用途（不包括私人住宅、倉庫、辦公室、酒店、加油站及政府樓宇）的一幢或多幢建築物或其部分於該地段內提供四個停車位，供貨車作上落客貨用途；及
- (iii) 在此特別條款第(a)(ii)分條所提供的停車位之中，須在運輸署署長要求或批准的位置提供三個停車位，供特別條款第(7)(a)條所述的政府樓宇及其真正賓客、訪客或被邀者共同使用。

就此等條款而言，「巴士」、「中型貨車」、「重型貨車」及「貨車」根據道路交通條例定義。

- (b) 每個根據此特別條款第(a)(i)（可根據特別條款第(36)條變更）、(a)(ii)及(a)(iii)分條提供的停車位須闊3.5米及長12.0米，並有最少4.7米淨空高度。該等根據此特別條款第(a)(i)分條（可根據特別條款第(36)條變更）提供的停車位不得用作與在該分條所指的一幢或多幢建築物有關的旅遊巴、巴士、中型貨車及重型貨車作上落客貨用途以外的任何其他用途；而該等根據此特別條款第(a)(ii)及(a)(iii)分條的停車位不得用作與在該分條所指的一幢或多幢建築物有關的貨車作上落客貨用途以外的任何其他用途。」

27. 批地文件特別條款第(36)條規定：

- 「(a) 即使特別條款第(34)(a)(i)、(34)(a)(ii)、(34)(b)(i)、(34)(d)(i)、(34)(g)(i)及(35)(a)(i)條另有規定，承批人可增加或減少上述特別條款分別要求提供的停車位數目，幅度不多於5%，惟如此增加或減少的停車位總數不得多於50個。
- (b) 除此特別條款第(a)分條外，承批人可分別增加或減少住宅停車位、住宅電單車停車位、住宅輕型貨車和小型巴士停車位、非工業停車位及非工業電單車停車位的數目（毋須考慮此特別條款第(a)分條所計算的停車位），幅度不多於5%。
- (c) 即使特別條款第(34)條第(a)、(b)、(d)、(g)、(h)及(i)分條、特別條款第(35)條及此特別條款第(a)及(b)分條另有規定，承批人可增加或減少按上述特別條款或分條分別要求提供的停車位之數目及尺寸至運輸署署長書面批准之其他數目及尺寸，而該等增加或減少亦須經署長事先書面批准。給予同意時，署長可以其獨有及絕對酌情權加入其認為合適的條款及條件，包括承批人須繳付由署長所釐定的補地價及行政費用。」

28. 批地文件特別條款第(37)條規定：

- 「(a) 承批人須在此協定的整個批租年期內所有時間准許運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機器、機械或汽車，有權免費、自由及不受限制通行、進出、往返及行經該地段或其任何部分及任何在該地段上已建或擬建之任何建築物以視察、檢查或確保承批人未有違反或未有不能符合特別條款第(34)、(35)及(36)條。
- (b) 政府毋須就因運輸署署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士行使此特別條款第(a)分條賦予的權利，而不論直接或間接所引起、與之有關或附帶引起而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (c) 承批人須就運輸署署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士行使此特別條款第(a)分條賦予的任何權利，不論直接或間接引起、與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其持續獲得彌償。」

29. 批地文件特別條款第(39)條規定：

- 「(a) (i) 在此協定的整個批租年期內，不論在此等條款已獲遵從並使署長在各方面滿意之前或之後，住宅停

車位及住宅電單車停車位不得轉讓，除非：

- (I) 連同賦予就該地段上已建或擬建之一幢或多幢建築物之一個或多個住宅單位的獨家使用及管有權的不分割份數一併轉讓；或
- (II) 轉讓予一名已擁有賦予就該地段上已建或擬建之一幢或多幢建築物之一個或多個住宅單位的獨家使用及管有權的不分割份數的人士。

惟在任何情況下，不得轉讓總數多過一個住宅停車位及總數多過一個住宅電單車停車位予該地段上已建或擬建之一幢或多幢建築物之任何一個住宅單位的業主。

- (ii) 即使此特別條款第(a)(i)分條另有規定，承批人可在獲得署長事先書面同意下，以整體方式轉讓所有住宅停車位及住宅電單車停車位，惟只可轉讓予承批人的全資附屬公司。

- (b) (i) 在此協定的整個批租年期內，不論在此等條款已獲遵從並使署長在各方面滿意之前或之後，非工業停車位及非工業電單車停車位不得轉讓，除非：

- (I) 連同賦予就該地段上已建或擬建之一幢或多幢建築物或其部分之一個或多個用作非工業用途（不包括私人住宅、倉庫、辦公室、酒店、加油站及特別條款第(7)(a)條所述的政府樓宇）的單位的獨家使用及管有權的不分割份數一併轉讓；或
- (II) 轉讓予一名已擁有賦予就該地段上已建或擬建之一幢或多幢建築物或其部分之一個或多個用作非工業用途（不包括私人住宅、倉庫、辦公室、酒店、加油站及特別條款第(7)(a)條所述的政府樓宇）的單位的獨家使用及管有權的不分割份數的人士。

- (ii) 即使此特別條款第(b)(i)分條另有規定，承批人可在獲得署長事先書面同意下，以整體方式轉讓所有非工業停車位及非工業電單車停車位，惟只可轉讓予承批人的全資附屬公司。

- (c) 此特別條款第(a)(i)及(b)(i)分條不適用於以整體方式轉讓、出租、按揭或押記該地段。

- (d) 此特別條款第(a)及(b)分條不適用於傷殘人士停車位。」

30. 批地文件特別條款第(40)條規定：

「訪客停車位、傷殘人士停車位及根據特別條款第(34)(g)、(34)(h)及(35)(a)條於該地段內提供的停車位（可各自根據特別條款第(36)條變更）須被指定為並構成公用地方的一部分。」

31. 批地文件特別條款第(41)條規定：

「(a) 承批人須：

- (i) 自費向運輸署署長提交或達致提交一份或多份圖則供運輸署署長書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在該地段上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝的設施、裝置及設備（下稱「設施、裝置及設備」）的範圍或空間的位置和尺寸，該圖則或該等圖則須載有運輸署署長以其獨有及絕對酌情權要求或指定的資料（以下統稱「停車位資訊系統範圍」），而其目的是為了提交與下述有關或有聯繫的資料：

- (I) 根據特別條款第(34)(b)(i)及(34)(d)(i)(II)條（可分別根據特別條款第(36)條變更）提供的停車位；及
- (II) 根據特別條款第(34)(a)(ii)條（可根據特別條款第(36)條變更）提供的停車位（若如此提供或擬提供之停車位數目不不少於10個），

包括但不限於根據此特別條款第(b)分條而須提供的空置的汽車停車位的數目和種類的資料（以下統稱「停車位資訊」）。在獲得該批准前，不得在該地段上展開任何建築工程（土地勘測、地基工程及地盤平整工程除外）；

- (ii) 於2027年6月30日或署長可批准的其他日期或之前，承批人須自費以令運輸署署長在各方面滿意的方式根據此特別條款第(a)(i)分條獲批准的該圖則或該等圖則進行及完成停車位資訊系統範圍的工程，並自費提供及安裝設施、裝置及設備，及其後須在此協定的整個批租年期內所有時間自費保養停車位資訊系統範圍與設施、裝置及設備於修繕妥當及良好狀態，以履行承批人在此特別條款第(b)分條下的責任，令運輸署署長在各方面滿意；及

- (iii) 在此協定的整個批租年期內所有合理時間准許運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機械、機器或汽車，有權

免費、自由及不受限制進出、往返及或再經過該地段或其任何部分及任何在該地段上已建或擬建之建築物，以視察、檢查及監督為履行此特別條款第(a)(ii)分條而進行的任何工程。

- (b) 承批人須從將由運輸署署長決定並以書面指定的日期開始(運輸署署長就此的決定為最終並對承批人有約束力)及其後在此協定的整個批租年期內所有時間，以在所有方面令運輸署署長滿意的方式自費向運輸署署長提交或達至向運輸署署長提交停車位資訊，其格式及時間及間距由運輸署署長不時要求或以書面指明(運輸署署長就此的決定為最終並對承批人有約束力)。
- (c) 承批人現：
 - (i) 同意運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權處理、使用及複印停車位資訊及以運輸署署長以其獨有及絕對酌情權認為恰當之格式、途徑披露及傳布停車位資訊(不論是原始或經處理)至任何政府部門或第三方(不論個人、商號、法人團體、公眾人士或其他組織)供該政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究停車位資訊或將停車位資訊作其他用途；及
 - (ii) 接受及確認運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士擁有獨有及絕對酌情及權利決定是否行使此特別條款第(c)(i)分條所賦予之權利處理、使用或複印停車位資訊或以任何格式及以任何途徑披露及傳布停車位資訊(不論是原始或經處理)至任何政府部門或第三方。
- (d) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；對於停車位資訊中的任何遺漏或錯誤；對於承批人根據此特別條款第(b)分條提交停車資訊時的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)及(c)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(c)分條就停車位資訊進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，而不論直接或間接所引起、與之有關或附帶產生而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾(不論任何或如何引致)，政府毋須承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (e) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；對於停車位資訊中的任何遺漏或錯誤；對於承批人根據此特別條款第(b)分條提交停車位資訊時的任何遺漏、錯誤、疏忽或失責；或對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)分條所賦予的酌情權與權利，而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，承批人須向政府作出彌償及使其持續獲得彌償。
- (f) 停車位資訊系統範圍須被指定為並構成特別條款第(32)(a)(vi)條所指的公用地方之一部分。」

32. 批地文件特別條款第(42)條規定：

- 「(a) 承批人須自費將經運輸署署長批准並顯示根據特別條款第(34)及(35)條(可分別根據特別條款第(36)條變更)在該地段內提供的所有停車位、上落客貨停車位以及根據特別條款第(41)(a)(i)條於該地段內被指定為須提供停車位資訊的空間之布局的一幅或多幅圖則或由認可人士(按《建築物條例》、其任何附屬規例及任何修訂法定定義)核證的該一幅或多幅該等圖則複本(下稱「停車場布局圖」)送交予署長存放並向運輸署署長提交。未得運輸署署長事先書面批准，不得修改、變更、改動、修訂或替代停車場布局圖。
- (b) 於停車場布局圖內顯示的停車位、上落客貨停車位不得用作於特別條款第(34)及(35)條分別列明的用途以外的任何其他用途。承批人須根據停車場布局圖保養於停車場布局圖上顯示的所有停車位、上落客貨停車位及其他範圍，包括但不限於升降機、樓梯平台及機動及流通區。
- (c) 除了停車場布局圖顯示的停車位外，該地段或其上之任何建築物或構築物之任何部分不得用作於特別條款第(34)及(35)條分別列明供汽車及單車停泊、上落客貨的用途。
- (d) 任何影響該地段或其任何部分或任何在其上已建或擬建的建築物或其部分的交易均不得在根據此特別條款第(a)分條送交存放及提交停車場布局圖之前進行(根據特別條款第(28)(c)條之租賃或租契或租賃協議或租契協議及根據特別條款第(28)(d)條之建築按揭或其他署長批准的交易除外)。
- (e) 承批人現：
 - (i) 同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權查閱、使用、複印及修訂停車場布局圖，及同意運輸署署長或署長以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布停

車場布局圖予任何政府部門或第三方(不論個人、商號、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或運輸署署長、署長或政府之主動查詢；及

- (ii) 接受及確認運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士擁有獨有及絕對酌情及權利決定是否行使此特別條款第(e)(i)分條所賦予之權利查閱、使用、複印、修訂、披露或傳布停車場布局圖。
- (f) 就此特別條款第(e)分條而言，承批人須促致或達至促致停車場布局圖的知識產權擁有人同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士查閱、使用、複印、修訂、披露及傳布停車場布局圖，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途。
- (g) 承批人現接受及確認根據此特別條款第(e)及(f)分條給予的同意將在此協定的整個批租年期屆滿或提前終止後繼續有效並對承批人有約束力。
- (h) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；對於停車場布局圖內的任何遺漏或錯誤；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(e)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(e)(i)分條就停車場布局圖進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須就因此而不論直接或間接所引起、與之有關或附帶引起而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾(不論任何或如何引致)承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (i) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；或對於停車場布局圖內的任何遺漏或錯誤，承批人須就因此而不論直接或間接所引起、與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。」

33. 批地文件特別條款第(45)條規定：

- 「(a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程(不論是否獲署長事先書面同意)，而該等工程是為了或關乎該地段或其任何部分的構建、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或在當時或此後任何時間需要的其他工程，以保護及支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租年期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保持其修繕妥當及良好狀態，以使署長滿意。
- (b) 此特別條款第(a)分條概不妨礙政府在此等條款下的權利，尤其是特別條款第(44)條。
- (c) 若承批人進行的任何構建、平整、發展或其他工程或其他因素造成或引致不論在該地段內的任何土地或任何毗鄰或毗連政府或已批租土地在任何時間發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府、其代理人及承辦商作出彌償及使其持續獲得彌償。
- (d) 除此等條款內訂明有關違反此等條款而賦予的任何其他權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。且如承批人忽略或未能於指明時間內履行該通知內的要求以使署長滿意，署長可立即執行及進行任何所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政或專業費用及支出。」

34. 批地文件特別條款第(46)條規定：

「未經署長事先書面批准，不得在該地段內使用碎石機。」

35. 批地文件特別條款第(47)條規定：

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費對

其進行定期保養及定期監察，以使署長滿意。承批人須應署長不時以其絕對酌情權提出的要求，向署長提供所有監察工程的報告及資料。如承批人忽略或未能執行指定的監察工程，署長可立即執行及進行該監察工程，而承批人須按要求向政府償還有關費用。」

36. 批地文件特別條款第(48)條規定：

- 「(a) 若有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料(下稱「廢物」)堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水渠、雨水渠或明渠或其他政府產業(下稱「政府產業」)，承批人須自費將廢物從政府產業移除，並修復任何對政府產業造成的損害。承批人須就任何因該等堆積、沖下或傾倒而導致私人產業受損害或滋擾，所不論直接或間接引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。
- (b) 即使此特別條款第(a)分條另有規定，署長可(但沒有責任)在承批人要求時將廢物從政府產業移除，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

37. 批地文件特別條款第(49)條規定：

「承批人須在所有時間採取或達致採取一切恰當及足夠的謹慎、技巧及預防措施，尤其是在進行建造、保養、更新或修理工程(下稱「建造及保養工程」)期間，以免損害、侵擾或阻礙該地段或其任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「服務設施」)。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交建議書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的批准。承批人在署長書面批准建造及保養工程及上述的建議書前，不得展開任何工程。承批人須自費履行所有署長在作出上述批准時就服務設施施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因建造及保養工程對該地段或其任何部分或任何服務設施以任何形式造成的任何損害、侵擾或阻礙，承批人須自費全面地進行修理、修復及還原工程，以使署長滿意(除署長另作選擇，明渠、污水渠、雨水渠或總水管之修復工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用)。如承批人未能在該地段或其任何部分或任何服務設施展開任何所需的改道、重鋪、修理、修復及還原工程以使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、修復及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

38. 批地文件特別條款第(50)條規定：

- 「(a) 受限於延遲政府水管供應食水的情況下，承批人將獲同意使用臨時水喉管的食水作沖廁用途，惟承批人須自費安裝適用於鹹水和經處理排放污水使用及可接受鹹水和經處理排放污水供應(如將來獲供應的話及當水務署署長指示時)的管道。
- (b) 承批人須在水務署署長決定的限期內按其訂明的位置、方式和標準及以各方面均令水務署署長滿意的方式，在該地段內自費提供及安裝作放置沖廁水供應總水錶及其迴繞裝置的總水錶房或總水錶室(下稱「總水錶房」)。承批人其後須自費運作、維持、保養、維修、翻新及管理總水錶房使其在各方面保持修繕妥當及運作良好狀態，令水務署署長滿意。」

39. 批地文件特別條款第(51)條規定：

- 「(a) 承批人須於2027年6月30日或署長可批准的其他日期或之前，根據此特別條款第(b)分條所述的獲批准自動讀錶外站建議書及《水務設施條例》、其任何附屬規例及任何修訂法例，自費以令水務監督(根據《水務設施條例》、其任何附屬規例及任何修訂法例定義)在各方面滿意的方式在該地段上或其任何部分或在該地段上已建或擬建之任何一幢或多幢建築物內提供及安裝水務監督以其獨有酌情權要求的一個或多個外站連同設施及配套設備，以作食水供應自動讀錶用途(上述該或該等外站連同設施及配套設備以下統稱「自動讀錶外站」)。
- (b) 承批人須自費以令水務監督在各方面滿意的方式向水務監督提交或達致提交為提供及安裝自動讀錶外站而擬備的建議書(下稱「自動讀錶外站建議書」)以供水務監督書面批准，當中須載有(除其他事項外)水務監督可全權酌情要求的該等資料及詳情，包括但不限於：
- (i) 一份顯示自動讀錶外站位置的布局圖；
 - (ii) 為建造自動讀錶外站的設計、布局及設施的詳情；及
 - (iii) 被指定或擬指定用作容納自動讀錶外站及方便視察及保養自動讀錶外站而提供的範圍或空間之詳情。

- (c) 在水務監督根據此特別條款第(b)分條對自動讀錶外站建議書作出書面批准之前，不得在該地段上展開提供或安裝自動讀錶外站的工程。根據此特別條款第(b)分條獲批的自動讀錶外站建議書所安裝的自動讀錶外站下稱「獲批准自動讀錶外站」。
- (d) 承批人須自費以令水務監督在各方面滿意的方式運作、保養及維修獲批准自動讀錶外站，使其處於修繕妥當及運作良好的狀態，直至獲批准自動讀錶外站根據此特別條款第(g)分條交付予水務監督的時候為止。
- (e) 在容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內，不得興建或放置任何可能妨礙或干擾對獲批准自動讀錶外站作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料(不論性質為何)。倘若水務監督認為(其意見為最終並對承批人有約束力)在容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內興建或放置了有可能妨礙或干擾對獲批准自動讀錶外站作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料，水務監督有權以書面通知要求承批人自費以令水務監督在各方面滿意的方式在通知書訂明的限期內拆卸或移除該等構築物、物件或物料，並恢復容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間。
- (f) 如承批人沒有履行其在此特別條款第(a)、(d)或(e)分條規定的責任，水務監督可進行必須的工程，費用須由承批人承擔，承批人須按要求向水務監督支付該等工程的費用，該金額由水務監督決定，其決定為最終並對承批人有約束力。
- (g) 承批人須應要求將獲批准自動讀錶外站或其中任何被要求的獲批准自動讀錶外站在水務監督以書面指明的日期交付予水務監督，及在任何情況下，獲批准自動讀錶外站須被視為已由承批人於署長發信顯示該等條款已完全符合並使其滿意之日期交付予水務監督。
- (h) 承批人須在此協定的整個批租年期所有時間允許水務監督、其人員、承辦商、代理人、其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、機器或汽車，為以下目的自由及不受限制地進出、往返及再經過該地段或其任何部分及任何該地段上已建或擬建的建築物：
 - (i) 視察、檢查及監督承批人根據此特別條款第(a)、(d)及(e)分條而須進行的任何工程；
 - (ii) 根據此特別條款第(f)分條進行任何工程；及
 - (iii) 在獲批准自動讀錶外站或其中任何該等獲批准自動讀錶外站根據此特別條款第(g)分條交付予水務監督之後，視察、檢查、運作、保養、維修、更新、拆卸、移除、更換及重新提供獲批准自動讀錶外站或其中任何獲批准自動讀錶外站及水務監督認為必須的任何其他工程。
- (i) 政府、水務監督、其人員、承辦商、代理人、其工人和任何獲水務監督授權之人士毋須就承批人履行此特別條款第(a)、(d)及(e)分條規定的責任或行使此特別條款第(f)及(h)分條所賦予的任何權利或其他原因所直接或間接引起或引致或與之有關的對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任(不論任何及如何引致)，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向上述任何一方索償。
- (j) 對於獲批准自動讀錶外站的提供、安裝、運作及維修或行使此特別條款第(f)及(h)分條賦予的任何權利，承批人須就所引致(不論是直接或間接引致的)或與之相關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)向政府、水務監督、其人員、承辦商、代理人、其工人及其他獲水務監督授權的人士作出彌償及使其持續獲得彌償。」

40. 批地文件特別條款第(52)條規定：

- 「(a) 承批人須以各方面均令水務署署長滿意的方式自費設計、建造與保養不論在該地段邊界內或政府土地上的水務署署長認為需要的以供排走和引導廢水至政府的指定收集系統的廢水管。該等廢水管須與任何便溺污水管分隔，以使水務署署長滿意。就此特別條款而言，「廢水」、「廢水管」和「便溺污水管」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。承批人須就該等廢水和廢水管造成之任何損失、損害、滋擾或侵擾，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)承擔全責並向政府及其人員作出彌償及使其持續獲得彌償。
- (b) 連接該地段的任何廢水管至政府的指定收集系統(如已建成及已啟用)的工程可由承批人自費進行，以使水務署署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內建造，必須由承批人自費保養，直至按要求時由承批人交付給政府，由政府出資負責以後的保養。承批人須在被要求時向政府支付有關上述連接工程的技術審核之費用。若承批人未能保養上述在政府土地內建造的任何一段連接工程，水務署署長可進行其認為必要的保養工程，承批人須應要求向政府支付該等連接工程的費用。或者該等

連接工程亦可由水務署署長進行，但水務署署長毋須就因此產生的任何損失或損害向承批人負責，及承批人須在被要求時向政府支付該等連接工程的費用。就該技術審核的費用、該等保養費用和水務署署長根據此第(b)分條進行之該等連接工程的費用，水務署署長之決定為最終決定並對承批人有約束力。」

41. 批地文件特別條款第(53)條規定：

- 「(a) 承批人須自費以令署長滿意的方式建造與保養不論在該地段邊界內或政府土地上署長認為需要的排水渠及渠道，以截斷與引導所有落在或流經該地段的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)承擔全責並向政府及其人員作出彌償及使其持續獲得彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建成及已啟用)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承批人負責。承批人須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由承批人自費進行，並使署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內建造，必須由承批人自費保養，直至按要求時由承批人移交給政府，由政府出資負責以後的保養。承批人須在被要求時向政府支付有關上述連接工程的技術審核之費用。若承批人未能保養上述在政府土地內建造的任何一段連接工程，署長可進行其認為必要的保養工程，承批人須在被要求時向政府支付該等工程的費用。就署長根據此第(b)分條進行之該等連接工程的費用、該技術審核的費用及該等保養費用，署長之決定為最終決定並對承批人有約束力。」

42. 批地文件特別條款第(54)條規定：

「除非獲得署長事先書面批准，在此夾附的圖則上以粉紅色加黑斜線顯示之該地段的部分上任何已建或擬建之一幢或多幢建築物或構築物不得用作任何易受噪音影響用途。署長就何謂易受噪音影響用途及任何用途是否構成易受噪音影響用途的決定為最終決定並對承批人有約束力。」

43. 批地文件特別條款第(57)條規定：

「除非獲得署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。」

44. 批地文件特別條款第(58)條規定：

「不得在該地段搭建或製作墳墓或骨灰龕，亦不得在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

備註：

欲悉詳情請參考批地文件。批地文件的文本已在售樓處提供以供公眾免費閱覽。

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 Government Accommodation as referred to in Special Condition No. (7)(a) of the Land Grant.
- (b) The spaces for the loading and unloading of goods vehicles for the shared use with the Government Accommodation and their bona fide guests, visitors or invitees as referred to in Special Condition No. (35)(a)(iii) of the Land Grant.
- (c) The Facilities, Installations and Equipment and the Parking Information System Area as referred to in Special Condition No. (41)(a)(i) of the Land Grant.
- (d) The Approved AMR Outstations as referred to in Special Condition No. (51)(c) of the Land Grant.
- (e) The separate waste pipes to be constructed and connected to the Government's designated collection system as referred to in Special Condition No. (52) of the Land Grant.
- (f) The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers as referred to in Special Condition No. (53) of the Land Grant.

2. General public's right to use

Section 16(4) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) is not applicable to the facilities set out in paragraphs 1(a), 1(b), 1(c), 1(d), 1(e) or 1(f) above.

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 any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

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

Not applicable.

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

Please refer to the Plans 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. The Government Accommodation

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

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (8)(a) hereof, the following accommodation:-
 - (i) one child care centre (hereinafter referred to as “the CCC”) with a net operational floor area of not less than 529.8 square metres;
 - (ii) (I) one day care centre for the elderly (hereinafter referred to as “the DE”) with a net operational floor area of not less than 358.2 square metres;

- (II) three spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres as referred to in Special Condition No. (34)(e) hereof for the exclusive use by the DE for the parking of private light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Road Traffic Ordinance”), and in connection with the operation of the DE and their bona fide guests, visitors or invitees;
- (iii) (I) one centre for home care services for frail elderly persons (hereinafter referred to as “the Centre for HCS for Frail Elderly Persons”) with a net operational floor area of not less than 100.7 square metres; and
 - (II) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres as referred to in Special Condition No. (34)(f) hereof for the exclusive use by the Centre for HCS for Frail Elderly Persons for the parking of private light buses licensed under the Road Traffic Ordinance, and in connection with the operation of the Centre for HCS for Frail Elderly Persons and their bona fide guests, visitors or invitees

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”). The Government Accommodation shall be completed and made fit for occupation on or before the 30th day of June 2027. For the purpose of this sub-clause, the decision of the Director as to what constitutes “one child care centre”, “one day care centre for the elderly” and “one centre for home care services for frail elderly persons” shall be final and binding on the Grantee.

- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.
- (c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning systems.
 - (ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.
- (d) Except as provided in Special Condition No. (38) hereof, the gross floor area of the Government Accommodation to be erected, constructed and provided under sub-clause (a) of this Special Condition shall be taken into account for the purpose of calculating the total gross floor area of the building or buildings erected or to be erected on the lot or part or parts thereof for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes stipulated in Special Condition No. (5)(c)(ii) hereof. For the purpose of these Conditions, the gross floor area of the Government Accommodation shall be as determined by the Director whose determination in this respect shall be final and binding on the Grantee.”

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

- “(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.
 - (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
 - (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or

required by the Director.

- (b) No building works (other than site formation works, foundation works and ground investigation) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.”

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

- “(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.
- (b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.
- (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.
- (d) In the event of any inconsistency or variation between the Technical Schedule and these Conditions, these Conditions shall prevail.”

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

- “(a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as “the Officers”) who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as “the Construction Works”) of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.
- (b) The Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.
- (c) The Grantee shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant occupation permit or temporary occupation permit from the Building Authority in respect of the Government Accommodation or any part thereof.
- (d) The Government and the Director accept no responsibility or liability for any 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 Officers of the authority conferred under sub-clause (a) of this Special Condition.
- (e) The Grantee shall indemnify and keep indemnified the Government and the Director 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 Construction Works of the Government Accommodation or any part thereof.”

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

- “(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, if the Grantee shall fail to complete and make fit for occupation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No. (7)(a) hereof, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty a sum calculated at the rate of \$6,450.00 per day from the date immediately following the date specified in Special Condition No. (7)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (12)

(b) hereof PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (14)(a) hereof the said sum of liquidated damages.

- (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Grantee from any of his obligations remaining to be observed and performed.”

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

- “(a) Within 14 days after completion of the Government Accommodation, the Grantee shall deliver to the Director a certificate by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation and appointed by the Grantee for the development of the lot) that the Government Accommodation has been completed in accordance with these Conditions.
- (b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect.
- (c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Conditions Nos. (10)(e) and (17) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.”

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

- “(a) The Grantee shall when called upon so to do by the Director assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “F.S.I.” which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Grantee shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (12)(b) hereof within such time as may be specified in writing by the Director.
- (b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Grantee.
- (c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an assignment in respect of the Government Accommodation, which assignment shall be in such form and shall contain such provisions as shall be required or approved by the Director.
- (d) On completion of the assignment of the Government Accommodation, the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original or certified copies of deeds and documents of title relating to the lot and the memorial of the assignment in respect of the Government Accommodation duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the assignment shall be borne by the Grantee solely.”

Special Condition No. (14) of the Land Grant stipulates that:

- “(a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (13) hereof and subject to Special Condition No. (11)(a) hereof, F.S.I. shall pay to the Grantee in one lump sum a sum of \$51,800,000.00 or a sum equal to the actual cost of construction of the same to be

determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.

- (b) As soon as practicable and in any event within 30 days of being called upon so to do by the Director, the Grantee shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as “the Statement”), duly certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation and appointed by the Grantee for the development of the lot), specifying the monies expended by the Grantee solely towards the erection, construction and provision in accordance with these Conditions of the Government Accommodation (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Grantee arising out of or in connection with the execution of works and the supply of materials relating solely thereto).
- (c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement should form part of the actual cost of construction referred to in sub-clause (a) of this Special Condition and to call upon the Grantee to amplify in writing any details contained in the Statement and to require the Grantee to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of construction shall be final and binding upon the Grantee.”

Special Condition No. (15) of the Land Grant stipulates that:

“The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (13) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (12)(b) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.”

Special Condition No. (16) of the Land Grant stipulates that:

- “(a) Without prejudice to the provisions of Special Condition No. (17) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (17)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. 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 defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
 - (i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and
 - (ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as “Defects Liability Period”).
- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such

manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.

- (c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee. Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money referred to in sub-clause (e) of this Special Condition being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.
- (e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (13) hereof, deposit with the Government a sum of \$5,180,000.00 (hereinafter referred to as “the security money”). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).
- (f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

“The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the date of delivery of possession by the Grantee of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.”

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

- “(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (32)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”) :-
 - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government

Accommodation and the remainder of the development on the lot;

- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. 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 failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

Special Conditions Nos. (34)(e), (34)(f) and (34)(i)(iv) of the Land Grant stipulate that:

- “(e) (i) Three spaces shall be provided within the lot to the satisfaction of the C for T for the exclusive use by the DE for the parking of private light buses licensed under the Road Traffic Ordinance and belonging to the operator of the DE and their bona fide guests, visitors or invitees (hereinafter referred to as “the DE Parking Spaces”), the location of the said spaces shall be approved by the C for T. For the purposes of these Conditions, “private light bus” shall be as defined in the Road Traffic Ordinance.
- (ii) The DE Parking Spaces shall not be used for any purpose other than that stipulated in sub-clause (e) (i) 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.
- (f) (i) One space shall be provided within the lot to the satisfaction of the C for T for the exclusive use by the Centre for HCS for Frail Elderly Persons for the parking of private light buses licensed under the Road Traffic Ordinance and belonging to the operator of the Centre for HCS for Frail Elderly Persons and their bona fide guests, visitors or invitees (hereinafter referred to as “the Centre for HCS for Frail Elderly Persons Parking Space”), the location of the said space shall be approved by the C for T.
- (ii) The Centre for HCS for Frail Elderly Persons Parking Space shall not be used for any purpose other than that stipulated in sub-clause (f)(i) of this Special Condition 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.
- (i) (iv) Each of the DE Parking Spaces and the Centre for HCS for Frail Elderly Persons Parking Space shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.”

2. The spaces for the loading and unloading of goods vehicles for the shared use with the Government Accommodation and their bona fide guests, visitors or invitees

Special Conditions Nos. (35)(a)(iii) and (35)(b) of the Land Grant stipulate that:

“(a) Spaces shall be provided within the lot to the satisfaction of the C for T at the following rates:

- (iii) out of the spaces provided under sub-clause (a)(ii) of this Special Condition, three spaces shall be provided at such location as the C for T shall require or approve for the shared use with the Government Accommodation referred to in Special Condition No. (7)(a) hereof and their bona fide guests, visitors or invitees.

For the purpose of these Conditions, “bus”, “medium goods vehicle”, “heavy goods vehicle” and “goods vehicle” shall be as defined in the Road Traffic Ordinance.

- (b) Each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (36) hereof), (a)(ii) and (a)(iii) of this Special Condition shall measure 3.5 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres. Such spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (36) hereof) shall not be used for any purpose other than for the loading and unloading of coaches, buses, medium goods vehicles and heavy goods vehicles

in connection with the building or buildings referred to therein; and such spaces provided under sub-clauses (a)(ii) and (a)(iii) of this Special Condition 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.”

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

“The Visitors’ Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Conditions Nos. (34)(g), (34)(h) and (35)(a) hereof (as may be respectively varied under Special Condition No. (36) hereof) shall be designated as and form part of the Common Areas.”

3. The Facilities, Installations and Equipment and the Parking Information System Area

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

“(a) The Grantee shall:

- (i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as “the Facilities, Installations and Equipment”) to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as “the Parking Information System Area”) for the purpose of submitting information relating to and associated with:
 - (I) the spaces provided in accordance with Special Conditions Nos. (34)(b)(i) and (34)(d)(i)(II) hereof (as may be respectively varied under Special Condition No. (36) hereof); and
 - (II) the spaces provided in accordance with Special Condition No. (34)(a)(ii) hereof (as may be varied under Special Condition No. (36) hereof) in the event that not less than 10 such spaces are provided or to be provided within the lot,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as “the Parking Information”) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than ground investigation, foundation works and site formation works) shall be commenced on the lot until such approval shall have been obtained;

- (ii) on or before the 30th day of June 2027 or such other date as may be approved by the Director, at the Grantee’s own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee’s own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee’s own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee’s obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, 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 and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.
- (b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee’s own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

- (c) The Grantee hereby:
- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
 - (ii) accepts and acknowledges that the C for T, 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 process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.
- (d) 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) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) 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-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) 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.
- (e) 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) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; or 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 (a)(iii) of this Special Condition.
- (f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (32)(a)(vi) hereof."

4. The Approved AMR Outstations

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

- “(a) The Grantee shall on or before the 30th day of June 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 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 of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials 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 responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person whether arising directly or indirectly out of, in connection with 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.
- (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."

5. The separate waste pipes to be constructed and connected to the Government's designated collection system

Special Condition No. (52) of the Land Grant stipulates that:

- "(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Water Supplies design, construct and maintain such waste pipes, whether within the boundaries of the lot or on Government land, as the Director of Water Supplies may consider necessary to carry off waste and convey into the Government's designated collection system. Such waste pipes shall be separated from any soil pipes to the satisfaction of the Director of Water Supplies. For the purpose of this Special Condition, "waste", "waste pipe" and "soil pipe" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation. 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 arising whether directly or indirectly out of or in connection with any loss, damage, nuisance or disturbance caused by such waste and waste pipes.
- (b) The works of connecting any waste pipes from the lot to the Government's designated collection system, when laid and commissioned, may be carried out by the Grantee at his own expense to the satisfaction of the Director of Water Supplies 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 of Water Supplies 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. Alternatively, the said connection works may be carried out by the Director of Water Supplies 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. The decision of the Director of Water Supplies as to the cost of the said technical audit, the cost of the said maintenance works and the cost of the said connection works carried out by the Director of Water Supplies under this sub-clause (b) shall be final and binding on the Grantee."

6. The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers

Special Condition No. (53) 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 arising whether directly or indirectly 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. The decision of the Director as to the cost of the said connection works carried out by the Director, the cost of the said technical audit and the cost of the said maintenance works under this sub-clause (b) shall be final and binding on the Grantee."

Remarks:

Unless otherwise specified, all terms and expressions used in this section F shall have the same meanings as ascribed to them in the Land Grant. For full details, please refer to the Land Grant. A copy of the Land Grant is available for inspection by the general public free of charge at the sales office.

G. Provisions of every Deed of Mutual Covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Unless otherwise provided, capitalized terms used below shall have the same meaning given to them under the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development ("DMC").

1. The Government Accommodation

Section I of the DMC stipulates that:

"In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

"CCC" means the child care centre as provided under Special Condition No.(7)(a)(i) of the Government Grant, which forms part of the Government Accommodation. The CCC is for the purpose of identification shown coloured Violet on the GROUND FLOOR PLAN (Drawing No. DMC-103) (certified as to its accuracy by the Authorized Person) annexed hereto.

"Centre for HCS for Frail Elderly Persons" means the centre for home care services for frail elderly persons as provided under Special Condition No.(7)(a)(iii)(I) of the Government Grant, which forms part of the Government Accommodation. The Centre for HCS for Frail Elderly Persons is for the purpose of identification shown coloured Violet on the NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2 (Drawing No. DMC-201) and NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 2 OF 2 (Drawing No. DMC-202) (certified as to their accuracy by the Authorized Person) annexed hereto.

"Centre for HCS for Frail Elderly Persons Parking Space" means the Centre for HCS for Frail Elderly Persons Parking Space as defined in Special Condition No.(34)(f)(i) of the Government Grant, which forms part of the Government Accommodation. The Centre for HCS for Frail Elderly Persons Parking Space is for the purpose of identification shown coloured Violet and marked "L15" on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed hereto, and such space shall be a space shown on the Car Park Layout Plans.

“**DE**” means the day care centre for the elderly as provided under Special Condition No.(7)(a)(ii)(I) of the Government Grant, which forms part of the Government Accommodation. The DE is for the purpose of identification shown coloured Violet on the NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2 (Drawing No. DMC-201) (certified as to its accuracy by the Authorized Person) annexed hereto.

“**DE Parking Spaces**” means the DE Parking Spaces as defined in Special Condition No.(34)(e)(i) of the Government Grant, which form part of the Government Accommodation. The DE Parking Spaces are for the purpose of identification shown coloured Violet and marked “L12”, “L13” and “L14” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the Car Park Layout Plans. “DE Parking Space” shall be construed accordingly.

“**Government Accommodation**” means such accommodations as erected, constructed and provided within the Land in accordance with Special Condition No.(7)(a) of the Government Grant, comprising:-

- (i) the CCC;
- (ii) the DE;
- (iii) the DE Parking Spaces;
- (iv) the Centre for HCS for Frail Elderly Persons; and
- (v) the Centre for HCS for Frail Elderly Persons Parking Space;

together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine. For the purpose of identification, the Government Accommodation is (if and where capable of being shown on plans), as at the date of this Deed, shown coloured Violet on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102), GROUND FLOOR PLAN (Drawing No. DMC-103), NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2 (Drawing No. DMC-201), NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 2 OF 2 (Drawing No. DMC-202), NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) ROOF PLAN 1 OF 2 (Drawing No. DMC-203) and DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2 (Drawing No. DMC-205) (certified as to their accuracy by the Authorized Person) annexed hereto. For the avoidance of doubt, the Government Accommodation shall include, without limitation, the air-conditioning outdoor units exclusively serving the CCC, the DE and the Centre for HCS for Frail Elderly Persons.

“**Items**” means the Items as defined in Special Condition No.(19)(a) of the Government Grant, namely:-

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development (including, without limitation, the Master Meter Room);
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development (including, without limitation, such portions of the external walls of the Development which are for the purpose of identification shown coloured Grey on DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2 (Drawing No. DMC-205) (certified as to its accuracy by the Authorized Person) annexed hereto).”

Clause 1 of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights privileges and easements:-

- (a) the right of shelter support and protection for the Government Accommodation;
- (b) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term of the Government Grant laid on or running through any part of the Land and any part of the Development;
- (c) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as “**Government Accommodation Services**”) at any time at its absolute discretion without any charge by the Owners PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
- (d) the right to go pass and repass over and along and to use the Common Areas and Facilities or any part thereof in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of the Common Facilities or any part thereof;
- (e) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
- (f) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (g) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (h) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (i) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (j) such other rights privileges and easements as may be deemed necessary or desirable by the Director of Lands.”

Clause 2 of Subsection D of Section III of the DMC stipulates that:

“The Government or F.S.I. shall have the right to alter or vary at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.”

Clause 4 of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have full right and liberty (in common with all persons having the like right) to (i) (before execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go pass or repass, with or without motor vehicles, over and along the Car Park Areas or (ii) (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go, pass and repass, with or without motor vehicles, over

and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.”

Clause 5 of Subsection D of Section III of the DMC stipulates that:

- “(a) F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall at all times have full right and liberty (in common with all persons having the like right) to go pass or repass over and along the Commercial Common Areas and to use the Commercial Common Facilities for all purposes connected with the proper use and enjoyment of the Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.
- (b) Prior to execution of the Sub-Deed in respect of the Commercial Accommodation (if executed), F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have full right and liberty (in common with all persons having the like right) to go pass or repass over and along the Commercial Accommodation for all purposes connected with the proper use and enjoyment of the Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.”

Clause 6 of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights and privileges:-

- (a) the right to use the concrete plinths forming part of the Commercial Accommodation (which concrete plinths are for the purpose of identification shown coloured Pink and marked “CONCRETE PLINTHS FOR AIR-CONDITIONING OUTDOOR UNITS SERVING THE DE” and “CONCRETE PLINTHS FOR AIR-CONDITIONING OUTDOOR UNITS SERVING THE CENTRE FOR HCS FOR FRAIL ELDERLY PERSONS” on the NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) ROOF PLAN 1 OF 2 (Drawing No. DMC-203) (certified as to its accuracy by the Authorized Person) annexed hereto) for the purpose of installation and placing of air-conditioning outdoor units exclusively serving the DE and the Centre for HCS for Frail Elderly Persons; and
- (b) the right to use the air-conditioner supporting frames forming part of the Commercial Accommodation (which air-conditioner supporting frames are for the purpose of identification shown marked “AC SUPPORTING FRAME FOR AIR-CONDITIONING OUTDOOR UNITS SERVING CCC” on the GROUND FLOOR PLAN (Drawing No. DMC-103) and DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2 (Drawing No. DMC-205) (certified as to their accuracy by the Authorized Person) annexed hereto) for the purpose of installation and placing of air-conditioning outdoor units exclusively serving the CCC.”

Clause 7 of Subsection D of Section III of the DMC stipulates that:

“The exercise of the easements, rights and privileges under this Subsection D of Section III shall not be subject to any permission, approval or consent of the Manager.”

Clause 43 of Subsection A of Section V of the DMC stipulates that:

- “(a) The Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall at their own expense and in all respects to the satisfaction of the Director of Lands maintain the Items in accordance with Special Condition No.(19)(a) of the Government Grant.
- (b) The Items shall be managed and maintained by the Manager. The Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified the Government and F.S.I. 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 failure of the Manager to manage and maintain the Items.”

Clause 1 of Subsection E of Section V of the DMC stipulates that:

“F.S.I. as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Development.”

Clauses 1(cc) and 1(cd) of Subsection B of Section VI of the DMC stipulate that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (cc) Notwithstanding Clause 1 of Subsection E of Section V of this Deed, upon the request of the Owner of the Government Accommodation, to undertake the maintenance of the services, facilities and installations serving exclusively the Government Accommodation whereupon the Owner of Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted to the Owner of the Government Accommodation an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary, and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (cd) To manage and maintain the Items.”

Clause 3(v) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (v) the cost incurred in connection with the management and maintenance of the Items; and

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

Clause 14 in Section X of the DMC stipulates that:

“Notwithstanding anything herein contained, F.S.I. as the Owner of the Government Accommodation shall be liable only for payment of the management and maintenance charges in respect of areas facilities services or the Items which actually and directly serve or benefit the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors Provided however that the liability of F.S.I. shall be as determined by G.P.A. or person nominated by the Director of Lands for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier and Provided further that F.S.I. shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by G.P.A. or person nominated by the Director of Lands for this purpose.”

Clause 15 in Section X of the DMC stipulates that:

“For the avoidance of doubt, F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether the Common Areas and Facilities or otherwise) or for the provision of areas facilities services or the Items which do not, in the opinion of G.P.A. or person nominated by the Director of Lands for this purpose, actually and directly serve or benefit the Government Accommodation.”

Clause 16 of Section X of the DMC stipulates that:

“Notwithstanding anything herein contained, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:

- (i) management deposits,
- (ii) Special Fund or capital equipment fund, except only for the reimbursement of capital expenditure, as shall first be determined by G.P.A. or person nominated by the Director of Lands for this purpose, in respect of areas facilities services or the Items which actually and directly serve or benefit the Government Accommodation or are used by the occupiers thereof, his servants, contractors, agents or visitors Provided that in any event the liability of F.S.I. shall not exceed the proportion that the gross floor area of the Government Accommodation bears to the total gross floor area of all the buildings erected or to be erected on the Land and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation (whichever is the earlier) Provided further that F.S.I. shall incur no liability for reimbursement of capital expenditure unless and until the amount of the same shall have first been approved in writing by G.P.A. or person nominated by the Director of Lands for this purpose,
- (iii) insurance premium in respect of the Government Accommodation,
- (iv) debris removal fee,
- (v) penalty charges on late payment of management and maintenance charges or payment of a like nature.”

Clause 17 of Section X of the DMC stipulates that:

“Subject to Clauses 14 to 16 of Section X hereinbefore, F.S.I. shall not be liable for any contribution towards any management and maintenance charges in respect of the remainder of the Development including management and maintenance charges whatsoever incurred in respect of the Common Areas and Facilities and the Items.”

Clause 18 of Section X of the DMC stipulates that:

“Notwithstanding any provisions herein contained, F.S.I. as the Owner of the Government Accommodation shall be exempt from the Fitting Out Rules.”

Clause 19 of Section X of the DMC stipulates that:

“Notwithstanding anything herein contained, F.S.I. as the Owner of the Government Accommodation shall be exempt from using the maintenance or service contractors nominated by the First Owner or the Manager.”

Clause 20 of Section X of the DMC stipulates that:

“Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.”

2. The spaces for the loading and unloading of goods vehicles for the shared use with the Government Accommodation and their bona fide guests, visitors or invitees

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Non-industrial / Government Accommodation Loading and Unloading Spaces**” means the three (3) spaces for the loading and unloading of goods vehicles provided within the Development in accordance with Special Condition No.(35)(a)(iii) of the Government Grant for the shared use with the Government Accommodation and their bona fide guests, visitors or invitees, which for the purpose of identification, are shown coloured Pink and marked “L3”, “L4” and “L5” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the Car Park Layout Plans.

“**Non-industrial Loading and Unloading Spaces**” means the four (4) spaces for the loading and unloading of goods vehicles provided within the Development in accordance with Special Condition No.(35)(a)(ii) of the Government Grant (among which the spaces shown coloured Pink and marked “L3”, “L4” and “L5” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed hereto are also the Non-industrial / Government Accommodation Loading and Unloading Spaces). For the purpose of identification, the Non-industrial Loading and Unloading Spaces are shown coloured Pink and marked “L2”, “L3”, “L4” and “L5” on the BASEMENT 1 FLOOR PLAN (Drawing No. DMC-102) (certified as to its accuracy by the Authorized Person) annexed hereto, and each space shall be a space shown on the Car Park Layout Plans.

“**Commercial Accommodation**” means all those areas or parts of the Land and the Development intended for commercial and ancillary purposes which are (if and where capable of being shown on plans) for the purpose of identification shown coloured Pink and Pink with Indigo Outline on the plans (certified as to their accuracy by the Authorized Person) annexed hereto, and including any sub-divided part or portion thereof and to which Undivided Shares in the Land and the Development have been or may be allocated, and which include, without limiting the generality of the foregoing, among others:-

(xiv) Non-industrial Loading and Unloading Spaces; and”

Clause 11(c)(i) of Section II of the DMC stipulates that:

“For the avoidance of doubt and notwithstanding any provisions herein contained, the single Owner of the whole of the Commercial Accommodation shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (c) The right to enter into a Sub-Deed in respect of the Commercial Accommodation with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations Provided That:
 - (i) the following must be designated as and form part of the Commercial Common Areas in such Sub-Deed:
 - (A) the Non-industrial Loading and Unloading Spaces;”

Clause 3 of Subsection D of Section III of the DMC stipulates that:

“The Owner and occupiers of the Government Accommodation, their bona fide guests, visitors or invitees (in common with all persons having the like right) shall have the right to use the Non-industrial / Government Accommodation Loading and Unloading Spaces pursuant to Special Condition No.(35)(a)(iii) of the Government Grant.”

Clause 4 of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have full right and liberty (in common with all persons having the like right) to (i) (before execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go pass or repass, with or without motor vehicles, over and along the Car Park Areas or (ii) (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go, pass and repass, with or without motor vehicles, over and along the Car Park Common Areas and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.”

Clause 5 of Subsection D of Section III of the DMC stipulates that:

“(a) F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall at all times have full right and liberty (in common with all persons having the like right) to go pass or repass over and along the Commercial Common Areas and to use the Commercial Common Facilities for all purposes connected with the proper use and enjoyment of the

Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.

- (b) Prior to execution of the Sub-Deed in respect of the Commercial Accommodation (if executed), F.S.I., its lessees, tenants, licensees and persons authorised by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have full right and liberty (in common with all persons having the like right) to go pass or repass over and along the Commercial Accommodation for all purposes connected with the proper use and enjoyment of the Government Accommodation and the Non-industrial / Government Accommodation Loading and Unloading Spaces.”

Clause 12 of Subsection D of Section V of the DMC stipulates that:

“The Non-industrial Loading and Unloading Spaces shall only be used for such purposes in accordance with the Government Grant.”

3. The Facilities, Installations and Equipment and the Parking Information System Area

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Facilities, Installations and Equipment**” means the Facilities, Installations and Equipment as defined in Special Condition No.(41)(a)(i) of the Government Grant.

“**Parking Information System Area**” means the Parking Information System Area as defined in Special Condition No.(41)(a)(i) of the Government Grant.

“**Estate Common Areas**” means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing:-

- (viii) Parking Information System Area and the Facilities, Installations and Equipment (which are located within the area that is for the purpose of identification shown coloured Green and marked “OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS (CONTROL ROOM)” on the GROUND FLOOR PLAN (Drawing No. DMC-103) (certified as to its accuracy by the Authorized Person) annexed hereto); and”

Clause 1(cf)(i) of Subsection B of Section VI of the DMC stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (cf) (i) In accordance with Special Condition No.(41)(a)(ii) of the Government Grant, to at all times during the term of the Government Grant, maintain the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the obligations under Special Condition No.(41)(b) of the Government Grant and in all respects to the satisfaction of the Commissioner for Transport.”

4. The Approved AMR Outstations

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Approved AMR Outstations**” means the Approved AMR Outstations as defined in Special Condition No.(51)(c) of the Government Grant. The Approved AMR Outstations are as at the date of this Deed located within the AMR Rooms. For the avoidance of doubt, the Approved AMR Outstations do not form part of the Common Areas and Facilities of the Development.”

Clause 2(c) of Subsection E of Section IV of the DMC stipulates that:

“Each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held subject to the following:

- (c) Pursuant to Special Condition No.(51)(h) of the Government Grant, the Owners shall at all times throughout the term of the Government Grant 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 Land 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 Owners under Special Conditions Nos.(51)(a), (51)(d) and (51)(e) of the Government Grant;
 - (ii) carrying out any works under Special Condition No.(51)(f) of the Government Grant; 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 Special Condition No.(51)(g) of the Government Grant and any other works which the Water Authority may consider necessary.”

Clause 45 of Subsection A of Section V of the DMC stipulates that:

“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 of the Approved AMR Outstations.”

Clause 1(bp) of Subsection B of Section VI of the DMC stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (bp) Pursuant to Special Condition No.(51)(e) of the Government Grant, upon receipt of a notice in writing from the Water Authority as referred to in Special Condition No.(51)(e) of the Government Grant, the Manager shall demolish or remove the structures, objects or materials 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 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 said notice in all respects to the satisfaction of the Water Authority.”

5. The separate waste pipes to be constructed and connected to the Government’s designated collection system

Clause 1(m) of Subsection B of Section VI of the DMC stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager’s reasonable discretion and (subject to Clause 7 of Subsection B of Section VI of this Deed in relation to the procurement of supplies, goods or services) to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners.”

Clause 3(d) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (d) the cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

6. The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers

Clauses 1(m) and 1(at) of Subsection B of Section VI of the DMC stipulate that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager’s reasonable discretion and (subject to Clause 7 of Subsection B of Section VI of this Deed in relation to the procurement of supplies, goods or services) to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners.
- (at) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.”

Clause 3(d) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (d) the cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

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) 批地文件特別條款第(7)(a)條所提述的政府樓宇。
- (b) 批地文件特別條款第(35)(a)(iii)條所提述，與政府樓宇及其真正賓客、訪客或被邀者共同使用的供貨車作上落客貨用途的停車位。
- (c) 批地文件特別條款第(41)(a)(i)條所提述的設施、裝置及設備和停車位資訊系統範圍。
- (d) 批地文件特別條款第(51)(c)條所提述的獲批准自動讀錶外站。
- (e) 批地文件特別條款第(52)條所提述的擬建並擬接駁至政府的指定收集系統的分隔廢水管。
- (f) 批地文件特別條款第(53)條所提述的擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

2. 公眾使用該等設施的權利

《一手住宅物業銷售條例》(第621章)附表1第1部第16(4)條不適用於上述第1(a)、1(b)、1(c)、1(d)、1(e)或1(f)段所述的設施。

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. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱本章節末附上的圖則。

F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

1. 政府樓宇

批地文件特別條款第(7)條規定：

- 「(a) 承批人須以良好工藝的方式，並根據在此夾附的工程規格附表(下稱「工程規格附表」)及按特別條款第(8)(a)條批准的圖則，自費於該地段內興建、建造及提供以下樓宇，並使署長在各方面滿意：
 - (i) 一所幼兒中心(下稱「幼兒中心」)，其淨作業樓面面積不少於529.8平方米；
 - (ii) (I) 一所長者日間護理中心(下稱「長者日間護理中心」)，其淨作業樓面面積不少於358.2平方米；
 - (II) 三個在特別條款第(34)(e)條中提述，各闊3.0米及長8.0米及有最少3.3米淨空高度的停車位，供長者日間護理中心獨有使用，以停泊與長者日間護理中心運作及其真正賓客、訪客或被邀者相關的根據《道路交通條例》、其任何附屬規例及任何修訂法例(下稱「道路交通條例」)領有牌照的私家小巴；
 - (iii) (I) 一所體弱長者家居照顧服務中心(下稱「體弱長者家居照顧服務中心」)，其淨作業樓面面積不少於100.7平方米；及
 - (II) 一個在特別條款第(34)(f)條中提述，闊3.0米及長8.0米及有最少3.3米淨空高度的停車位，供體弱長者家居照顧服務中心獨有使用，以停泊與體弱長者家居照顧服務中心運作及其真

正賓客、訪客或被邀者相關的根據道路交通條例領有牌照的私家小巴

(上述樓宇連同任何署長以其絕對酌情權決定(署長的決定為最終決定並對承批人有約束力)專屬於該等樓宇的其他範圍、設施、服務設施及裝置，以下統稱「政府樓宇」)。政府樓宇必須在2027年6月30日或之前竣工並且適合佔用。就此分條而言，署長對何謂「一所幼兒中心」、「一所長者日間護理中心」與「一所體弱長者家居照顧服務中心」之決定為最終決定並對承批人有約束力。

- (b) 政府特此保留按其絕對酌情權隨時改動或變更政府樓宇或其任何部分的用途之權利。
- (c) (i) 就釐定政府樓宇任何部分的淨作業樓面面積而言，除非另有說明，否則淨作業樓面面積將視作包括工程規格附表列明政府樓宇該部分內所有房間及空間的淨樓面面積之總和，但不包括任何構築物和間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔空間、電梯與空調系統等機電服務。
 - (ii) 就此特別條款而言，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍包圍範圍內(由該房間或空間內已建成或概念性牆壁表面、獨立柱或牆柱之間量度)的淨樓面面積。
- (d) 除批地文件特別條款第(38)條另有規定外，就計算批地文件特別條款第(5)(c)(ii)條規定的在該地段上已建或擬建並非工業用途(私人住宅、倉庫、辦公室、酒店及加油站除外)之一幢或多幢建築物或其任何部分的整體總樓面面積而言，按此特別條款第(a)分條將興建、建造及提供的政府樓宇之總樓面面積須納入計算。就此等條款而言，政府樓宇之總樓面面積由署長決定，其對此方面的決定為最終決定並對承批人有約束力。」

批地文件特別條款第(8)條規定：

- 「(a) (i) 承批人須向署長提交或達致提交政府樓宇之圖則以供署長書面批核。政府樓宇圖則須包括政府樓宇的水平、位置及設計的詳細資料，以及署長要求的其他詳細資料。
 - (ii) 政府樓宇圖則獲批准後，除非獲署長事前書面批准或如署長所要求，否則承批人不得改動、更改、變更、修改或取代政府樓宇圖則。
 - (iii) 根據此第(a)分條獲批准的政府樓宇圖則將被視作已包括署長事後批准或要求的任何改動、更改、變更、修改或取代內容。
- (b) 在署長根據此特別條款第(a)分條批准政府樓宇圖則之前，在該地段內不得展開任何建築工程(地盤平整工程、地基工程及土地勘測除外)。」

批地文件特別條款第(9)條規定：

- 「(a) 署長有絕對酌情權以其認為恰當的方式改動、更改、變更、修改或取代工程規格附表。
- (b) 承批人必須得到署長事先書面批准，方可改動、更改、變更、修改或取代工程規格附表。
- (c) 署長根據此特別條款第(a)分條對工程規格附表進行的改動、更改、變更、修改或取代，或承批人得到署長根據此特別條款第(b)分條批准而對工程規格附表進行的改動、更改、變更、修改或取代，一律視作已納入工程規格附表並構成其部分。
- (d) 若工程規格附表與此等條款之間存在任何不一致或差異，以此等條款為準。」

批地文件特別條款第(10)條規定：

- 「(a) 署長有絕對酌情權提名政府部門人員(下稱「政府人員」)一般性地監管政府樓宇的設計、建造、提供及完工，並監察其建造、提供及完工情況(以下統稱「建築工程」)，以確保政府樓宇的建築工程有按照此等批地條款進行。
- (b) 承批人、其僱員、代理人、承辦商及工人一旦知悉影響或關乎政府樓宇或其任何部分或政府樓宇或其任何部分建築工程的任何情況、限制、規定及資訊，承批人必須立即通知政府人員，並須提供所有圖則、工地記錄、通知、信函、證書、批准書及資料，以及應政府人員要求提供所有必要支援和充分合作。
- (c) 就承批人何時可以向建築事務監督申領政府樓宇或其任何部分申領關佔用許可證或臨時佔用許可證的事宜，承批人應不時通知署長及政府人員。
- (d) 就政府人員行使此特別條款第(a)分條所賦予權力所直接或間接引致、與之有關或附帶引起的任何索

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序（不論任何及如何引致），政府和署長概不承擔任何責任或法律責任。

- (e) 承批人須就政府樓宇或其任何部分之建築工程而直接或間接所引致或與之有關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序（不論任何及如何引致），向政府和署長作出彌償及使其持續獲得彌償。」

批地文件特別條款第(11)條規定：

- 「(a) 除向政府支付其要求的任何其他款項外，及在不影響此等條款或其他原因賦予政府的權利下，倘若承批人未能在特別條款第(7)(a)條所訂的日期或之前竣工及使政府樓宇適合佔用，以使署長滿意，承批人須在政府要求時向其付款（特此同意該有關款項為算定損害賠償而非罰款），收費率為每日港幣6,450.00元，由特別條款第(7)(a)條所訂的日期翌日開始直至並包括署長根據特別條款第(12)(b)條發出的完工證明書所指明的日期每日計收，惟如承批人拖欠全數或部分該等算定損害賠償，則在不影響署長在此等條款所載的其他權利及補償權下，署長有權從特別條款第(14)(a)條規定應付予承批人的款項中扣除上述算定損害賠償。
- (b) 為免生疑問，現協議及聲明，政府接受任何該等算定損害賠償付款，並不會免除承批人仍須履行及遵守的任何責任。」

批地文件特別條款第(12)條規定：

- 「(a) 承批人須在政府樓宇落成後14日內向署長提交證明書，該證明書由認可人士（按《建築物條例》、其任何附屬規例及任何修訂法例界定，且該認可人士是承批人為發展該地段而聘用）簽發及證明政府樓宇已根據此等條款建成。
- (b) 如署長認為（署長就此的決定為最終決定並對承批人有約束力）政府樓宇已以其滿意的方式建成並適合佔用，便會就此向承批人發出完工證明書。
- (c) 儘管署長已簽發任何完工證明書，承批人按本批地文件特別條款第(10)(c)條及第(17)條而須負上的任何責任不會因此免除，並且承批人按此等條款而仍須遵守和履行的任何其他責任亦不會因此免除。」

批地文件特別條款第(13)條規定：

- 「(a) 在接到署長通知時，承批人須自費以不帶任何產權負擔的形式將此特別條款第(b)分條指明的不分割份數及空置管有權連同獨家使用、佔用和享用政府樓宇的權利一併轉讓予財政司司長法團（即根據《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團）（下稱「財政司司長法團」，如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人），且承批人須在署長可以書面形式指明的時限內完成已根據本批地文件特別條款第(12)(b)條獲發完工證明書的政府樓宇的轉讓。
- (b) 按此特別條款第(a)分條轉讓予財政司司長法團的該地段整體不分割份數數額，將由署長根據政府樓宇總樓面面積佔已建或擬建於該地段所有建築物總樓面面積之比例釐定。署長就此的決定為最終決定並對承批人有約束力。
- (c) 在接到署長通知時（不論承批人是否根據此特別條款第(a)分條的規定被要求轉讓），承批人須向署長提交或達致提交政府樓宇的轉讓契，以供署長書面批核。轉讓契須採取署長指定或批准的格式並載有署長指定或批准的該等條文。
- (d) 政府樓宇的轉讓完成後，承批人須自費向財政司司長法團提交一套該地段的業權契據及業權文件的正本或核證文本，以及由承批人的代表律師填妥並簽發證明書核實的政府樓宇的轉讓契註冊摘要。於土地註冊處註冊轉讓契的所有應繳費用須由承批人獨力承擔。」

批地文件特別條款第(14)條規定：

- 「(a) 除批地文件特別條款第(11)(a)條另有規定外，財政司司長法團須向承批人以一整筆款項的方式支付港幣51,800,000.00元或一筆金額相等於政府樓宇真實建築成本的款項（該金額由署長經考慮按此特別條款第(b)分條提交的報表後釐定），以較低者為準，作為根據批地文件特別條款第(13)條規定轉讓政府樓宇的代價。
- (b) 承批人須在切實可行的範圍內盡快（但無論如何須在接到署長通知30日內）向署長提交或達致提交一

份書面報表（下稱「報表」），以供署長核查和批核。該書面報表須由認可人士（按《建築物條例》、其任何附屬規例及任何修訂法例界定，且該認可人士是承批人為發展該地段而聘用）妥為核證，當中指明承批人為根據此等條款興建、建造及提供政府樓宇而專門付出的款項（包括（如有）所有專業費用、支出、監督、開支與任何其他承批人可因進行與之專門有關的工程及供應材料而產生或與之相關的費用）。

- (c) 署長有絕對及不受約束的權力決定報表中指明的任何款項是否構成此特別條款第(a)分條提述的真實建築成本之部分，並且通知承批人以書面闡述報表所載的任何細節及要求承批人提供署長認為必要的任何佐證文件。署長就真實建築成本的決定為最終決定並對承批人有約束力。」

批地文件特別條款第(15)條規定：

「署長有權在承批人根據本批地文件特別條款第(13)條轉讓政府樓宇之前，隨時要求承批人交付已根據本批地文件特別條款第(12)(b)條簽發完工證明書的政府樓宇的空置管有權。承批人須應要求向政府交付政府樓宇的空置管有權，以供政府按照署長認為恰當的條款與條件專門使用、佔用及運作。」

批地文件特別條款第(16)條規定：

- 「(a) 在不影響特別條款第(17)條之規定下，承批人須自費並以使署長在各方面滿意的程度，在特別條款第(17)(a)條提述的維修責任期屆滿前的所有時間保養政府樓宇及該處的屋宇服務裝置，以保持其狀態良好。
- (b) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

批地文件特別條款第(17)條規定：

- 「(a) 承批人須就政府樓宇及該處的屋宇服務裝置的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程（不論是關於工藝、物料、設計或其他原因），不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府及財政司司長法團作出彌償及使其持續獲得彌償，其中包括：
- (i) 在承批人交付政府樓宇管有權當日已存在者；及
- (ii) 在承批人交付政府樓宇管有權當日後365日內（下稱「維修責任期」）出現或呈現者。
- (b) 如署長或財政司司長法團或兩者要求，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式進行所有保養、維修、修改、重建及糾正工程及任何其他所需工程，以補救及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於任何維修責任期內出現或呈現的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式修復及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於承批人交付管有權當日已存在的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。
- (c) 維修責任期即將屆滿時，署長或財政司司長法團或兩者將安排進行檢驗政府樓宇及該處的屋宇服務裝置，以查找任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。署長及財政司司長法團各自保留權利於維修責任期屆滿後14日內向承批人發出一份或多份建築瑕疵細目表，列明政府樓宇及該處的屋宇服務裝置任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。承批人須自費安排進行所有所需工程，以在署長或財政司司長法團或兩者指定的時限內，以其指定的標準及方式補救及糾正此等缺失。
- (d) 如承批人未能進行任何此特別條款第(b)及(c)分條所指的工程，政府或財政司司長法團或兩者可進行任何該等工程，而承批人須按要求支付經署長核證（其決定為最終決定並對承批人有約束力）為政府或財政司司長法團或兩者因此招致的所有相關費用及支出，另加相等於該等費用及支出總額百分之二十的金額作行政費用。惟政府或財政司司長法團或兩者有權從此特別條款第(e)分條所指的保證金中扣除此第(d)分條下承批人到期應付政府或財政司司長法團或兩者的費用、支出及付費。倘若根據此特別條款第(e)分條所指的保證金不足以支付承批人到期應付政府或財政司司長法團或兩者的所有費用、支出及付費，承批人須按要求補付差額。
- (e) 承批人須在依照特別條款第(13)條轉讓政府樓宇的同時，向政府支付港幣5,180,000.00元的保證金（下稱「保證金」）。受限於此特別條款第(d)分條但書之規定，當政府樓宇的維修責任期屆滿而承批人已以使人滿意的方式進行署長或財政司司長法團或兩者要求的所有保養、維修、修改、重建及糾

正工程及任何其他尚未完成工程之時，保證金將到期應付予承批人（現明確聲明及協議，保證金或其任何部分均不會計付任何利息）。

- (f) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

批地文件特別條款第(18)條規定：

「承批人須按工程規格附表規定，在切實可行的範圍內盡快（但無論如何須在承批人交付政府樓宇的管有權起計8星期內）自費向署長提交所有相關文件、圖則及材料。」

批地文件特別條款第(19)條規定：

- 「(a) 承批人須在此協定的整個批租年期內，自費（惟財政司司長法團可根據特別條款第(32)(a)(ii)(I)條的規定分擔款項）保養以下項目（下稱「該等項目」），以令署長在各方面滿意：-

- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
 - (ii) 所有服務政府樓宇及該地段上發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
 - (iii) 屬於政府樓宇及該地段上發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備（包括但不限於可攜及不可攜的消防裝置設備）；
 - (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
 - (v) 服務政府樓宇及該地段上發展項目的餘下部分的所有其他公共部分及設施。
- (b) 承批人須就其未能保養該等項目而直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府及財政司司長法團作出彌償及使其持續獲得彌償。

- (c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

批地文件特別條款第(34)(e)條、第(34)(f)條及第(34)(i)(iv)條規定：

- 「(e) (i) 該地段內須提供三個停車位供長者日間護理中心獨家使用，以停泊根據道路交通條例獲發牌並屬於長者日間護理中心的營運者及其真正來賓、訪客或獲邀人士的私家小巴（下稱「長者日間護理中心停車位」），以使運輸署署長滿意，該等停車位的位置須由運輸署署長批准。就此等條款而言，「私家小巴」根據道路交通條例定義。
- (ii) 長者日間護理中心停車位不得用作此特別條款第(e)(i)分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (f) (i) 該地段內須提供一個停車位供體弱長者家居照顧服務中心獨家使用，以停泊根據道路交通條例獲發牌並屬於體弱長者家居照顧服務中心的營運者及其真正來賓、訪客或獲邀人士的私家小巴（下稱「體弱長者家居照顧服務中心停車位」），以使運輸署署長滿意，該停車位的位置須由運輸署署長批准。
- (ii) 體弱長者家居照顧服務中心停車位不得用作此特別條款第(f)(i)分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (i) (iv) 每個長者日間護理中心停車位及體弱長者家居照顧服務中心停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度。」

2. 與政府樓宇及其真正賓客、訪客或被邀者共同使用的供貨車作上落客貨用途的停車位

批地文件特別條款第(35)(a)(iii)條及第(35)(b)條規定：

- 「(a) 該地段內須按以下比率提供停車位，以使運輸署署長滿意：

- (iii) 在此特別條款第(a)(ii)分條所提供的停車位之中，須在運輸署署長要求或批准的位置提供三個停車位，供特別條款第(7)(a)條所述的政府樓宇及其真正賓客、訪客或被邀者共同使用。

就此等條款而言，「巴士」、「中型貨車」、「重型貨車」及「貨車」根據道路交通條例定義。

- (b) 每個根據此特別條款第(a)(i)（可根據特別條款第(36)條變更）、(a)(ii)及(a)(iii)分條提供的停車位須闊3.5米及長12.0米，並有最少4.7米淨空高度。該等根據此特別條款第(a)(i)分條（可根據特別條款第(36)條變更）提供的停車位不得用作與在該分條所指的一幢或多幢建築物有關的旅遊巴、巴士、中型貨車及重型貨車作上落客貨用途以外的任何其他用途；而該等根據此特別條款第(a)(ii)及(a)(iii)分條的停車位不得用作與在該分條所指的一幢或多幢建築物有關的貨車作上落客貨用途以外的任何其他用途。」

批地文件特別條款第(40)條規定：

「訪客停車位、傷殘人士停車位及根據特別條款第(34)(g)、(34)(h)及(35)(a)條於該地段內提供的停車位（可各自根據特別條款第(36)條變更）須被指定為並構成公用地方的一部分。」

3. 設施、裝置及設備和停車位資訊系統範圍

批地文件特別條款第(41)條規定：

- 「(a) 承批人須：

- (i) 自費向運輸署署長提交或達致提交一份或多份圖則供運輸署署長書面批准，該圖則或該等圖則須顯示獲指定用作容納該等將會在該地段上任何建築物、構築物或樓面空間之內、之上或之中提供及安裝的設施、裝置及設備（下稱「設施、裝置及設備」）的範圍或空間的位置和尺寸，該圖則或該等圖則須載有運輸署署長以其獨有及絕對酌情權要求或指定的資料（以下統稱「停車位資訊系統範圍」），而其目的是為了提交與下述有關或有聯繫的資料：

- (I) 根據特別條款第(34)(b)(i)及(34)(d)(i)(II)條（可分別根據特別條款第(36)條變更）提供的停車位；及
- (II) 根據特別條款第(34)(a)(ii)條（可根據特別條款第(36)條變更）提供的停車位（若如此提供或擬提供之停車位數目不少於10個），

包括但不限於根據此特別條款第(b)分條而須提供的空置的汽車停車位的數目和種類的資料（以下統稱「停車位資訊」）。在獲得該批准前，不得在該地段上展開任何建築工程（土地勘測、地基工程及地盤平整工程除外）；

- (ii) 於2027年6月30日或署長可批准的其他日期或之前，承批人須自費以令運輸署署長在各方面滿意的方式根據此特別條款第(a)(i)分條獲批准的該圖則或該等圖則進行及完成停車位資訊系統範圍的工程，並自費提供及安裝設施、裝置及設備，及其後須在此協定的整個批租年期內所有時間自費保養停車位資訊系統範圍與設施、裝置及設備於修繕妥當及良好狀態，以履行承批人在此特別條款第(b)分條下的責任，令運輸署署長在各方面滿意；及
- (iii) 在此協定的整個批租年期內所有合理時間准許運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機械、機器或汽車，有權免費、自由及不受限制進出、往返及或再經過該地段或其任何部分及任何在該地段上已建或擬建之建築物，以視察、檢查及監督為履行此特別條款第(a)(ii)分條而進行的任何工程。

- (b) 承批人須從將由運輸署署長決定並以書面指定的日期開始（運輸署署長就此的決定為最終並對承批人有約束力）及其後在此協定的整個批租年期內所有時間，以在所有方面令運輸署署長滿意的方式自費向運輸署署長提交或達至向運輸署署長提交停車位資訊，其格式及時間及間距由運輸署署長不時要求或以書面指明（運輸署署長就此的決定為最終並對承批人有約束力）。

- (c) 承批人現：

- (i) 同意運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權處理、使用及複印停車位資訊及以運輸署署長以其獨有及絕對酌情權認為恰當之格式、途徑披露及傳布停車位資訊（不論是原始或經處理）至任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）供該政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究停車位資訊或將停車位資訊作其他用途；及
- (ii) 接受及確認運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士擁有獨有及絕對酌情及權利決定是否行使此特別條款第(c)(i)分條所賦予之權利處理、使用或複印停車位資訊或以任何格式及以任何途徑披露及傳布停車位資訊（不論是原始或經處理）至任何政府部門或第三方。

- (d) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；對於停車位資訊中的任何遺漏或錯誤；對於承批人根據此特別條款第(b)分條提交停車位資訊時的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)及(c)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(c)分條就停車位資訊進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，而不論直接或間接所引起、與之有關或附帶產生而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾（不論任何或如何引致），政府毋須承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (e) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；對於停車位資訊中的任何遺漏或錯誤；對於承批人根據此特別條款第(b)分條提交停車位資訊時的任何遺漏、錯誤、疏忽或失責；或對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)分條所賦予的酌情權與權利，而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人須向政府作出彌償及使其持續獲得彌償。
- (f) 停車位資訊系統範圍須被指定為並構成特別條款第(32)(a)(vi)條所指的公用地方之一部分。」

4. 獲批准自動讀錶外站

批地文件特別條款第(51)條規定：

- 「(a) 承批人須於2027年6月30日或署長可批准的其他日期或之前，根據此特別條款第(b)分條所述的獲批准自動讀錶外站建議書及《水務設施條例》、其任何附屬規例及任何修訂法例，自費以令水務監督（根據《水務設施條例》、其任何附屬規例及任何修訂法例定義）在各方面滿意的方式在該地段上或其任何部分或在該地段上已建或擬建之任何一幢或多幢建築物內提供及安裝水務監督以其獨有酌情權要求的一個或多個外站連同設施及配套設備，以作食水供應自動讀錶用途（上述該或該等外站連同設施及配套設備以下統稱「自動讀錶外站」）。
- (b) 承批人須自費以令水務監督在各方面滿意的方式向水務監督提交或達致提交為提供及安裝自動讀錶外站而擬備的建議書（下稱「自動讀錶外站建議書」）以供水務監督書面批准，當中須載有（除其他事項外）水務監督可全權酌情要求的該等資料及詳情，包括但不限於：
 - (i) 一份顯示自動讀錶外站位置的布局圖；
 - (ii) 為建造自動讀錶外站的設計、布局及設施的詳情；及
 - (iii) 被指定或擬指定用作容納自動讀錶外站及方便視察及保養自動讀錶外站而提供的範圍或空間之詳情。
- (c) 在水務監督根據此特別條款第(b)分條對自動讀錶外站建議書作出書面批准之前，不得在該地段上展開提供或安裝自動讀錶外站的工程。根據此特別條款第(b)分條獲批的自動讀錶外站建議書所安裝的自動讀錶外站下稱「獲批准自動讀錶外站」。
- (d) 承批人須自費以令水務監督在各方面滿意的方式運作、保養及維修獲批准自動讀錶外站，使其處於修繕妥當及運作良好的狀態，直至獲批准自動讀錶外站根據此特別條款第(g)分條交付予水務監督的時候為止。
- (e) 在容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內，不得興建或放置任何可能妨礙或干擾對獲批准自動讀錶外站作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料（不論性質為何）。倘若水務監督認為（其意見為最終並對承批人有約束力）在容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內興建或放置了有可能妨礙或干擾對獲批准自動讀錶外站作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料，水務監督有權以書面通知要求承批人自費以令水務監督在各方面滿意的方式在通知書訂明的限期內拆卸或移除該等構築物、物件或物料，並恢復容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間。
- (f) 如承批人沒有履行其在此特別條款第(a)、(d)或(e)分條規定的責任，水務監督可進行必須的工程，費用須由承批人承擔，承批人須按要求向水務監督支付該等工程的費用，該金額由水務監督決定，其決定為最終並對承批人有約束力。

- (g) 承批人須應要求將獲批准自動讀錶外站或其中任何被要求的獲批准自動讀錶外站在水務監督以書面指明的日期交付予水務監督，及在任何情況下，獲批准自動讀錶外站須被視為已由承批人於署長發信顯示該等條款已完全符合並使其滿意之日期交付予水務監督。
- (h) 承批人須在此協定的整個批租年期所有時間允許水務監督、其人員、承辦商、代理人、其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、機器或汽車，為以下目的自由及不受限制地進出、往返及再經過該地段或其任何部分及任何該地段上已建或擬建的建築物：
 - (i) 視察、檢查及監督承批人根據此特別條款第(a)、(d)及(e)分條而須進行的任何工程；
 - (ii) 根據此特別條款第(f)分條進行任何工程；及
 - (iii) 在獲批准自動讀錶外站或其中任何該等獲批准自動讀錶外站根據此特別條款第(g)分條交付予水務監督之後，視察、檢查、運作、保養、維修、更新、拆卸、移除、更換及重新提供獲批准自動讀錶外站或其中任何獲批准自動讀錶外站及水務監督認為必須的任何其他工程。
- (i) 政府、水務監督、其人員、承辦商、代理人、其工人和任何獲水務監督授權之人士毋須就承批人履行此特別條款第(a)、(d)及(e)分條規定的責任或行使此特別條款第(f)及(h)分條所賦予的任何權利或其他原因所直接或間接引起或引致或與之有關的對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任（不論任何及如何引致），且承批人亦不得就任何該等損失、損害、滋擾或侵擾向上述任何一方索償。
- (j) 對於獲批准自動讀錶外站的提供、安裝、運作及維修或行使此特別條款第(f)及(h)分條賦予的任何權利，承批人須就所引致（不論是直接或間接引致的）或與之相關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致）向政府、水務監督、其人員、承辦商、代理人、其工人及其他獲水務監督授權的人士作出彌償及使其持續獲得彌償。」

5. 擬建並擬接駁至政府的指定收集系統的分隔廢水管

批地文件特別條款第(52)條規定：

- 「(a) 承批人須以各方面均令水務署署長滿意的方式自費設計、建造與保養不論在該地段邊界內或政府土地上的水務署署長認為需要的以供排走和引導廢水至政府的指定收集系統的廢水管。該等廢水管須與任何便溺污水管分隔，以使水務署署長滿意。就此特別條款而言，「廢水」、「廢水管」和「便溺污水管」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。承批人須就該等廢水和廢水管造成之任何損失、損害、滋擾或侵擾，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致）承擔全責並向政府及其人員作出彌償及使其持續獲得彌償。
- (b) 連接該地段的任何廢水管至政府的指定收集系統（如已建成及已啟用）的工程可由承批人自費進行，以使水務署署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內建造，必須由承批人自費保養，直至按要求時由承批人交付給政府，由政府出資負責以後的保養。承批人須在被要求時向政府支付有關上述連接工程的技術審核之費用。若承批人未能保養上述在政府土地內建造的任何一段連接工程，水務署署長可進行其認為必要的保養工程，承批人須應要求向政府支付該等連接工程的費用。或者該等連接工程亦可由水務署署長進行，但水務署署長毋須就因此產生的任何損失或損害向承批人負責，及承批人須在被要求時向政府支付該等連接工程的費用。就該技術審核的費用、該等保養費用和水務署署長根據此第(b)分條進行之該等連接工程的費用，水務署署長之決定為最終決定並對承批人有約束力。」

6. 擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠

批地文件特別條款第(53)條規定：

- 「(a) 承批人須自費以令署長滿意的方式建造與保養不論在該地段邊界內或政府土地上署長認為需要的排水渠及渠道，以截斷與引導所有落在或流經該地段的暴雨或雨水到最接近的水道、集水井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致）承擔全責並向政府及其人員作出彌償及使其持續獲得彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠（如已建成及已啟用）的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承批人負責。承批人須在被要求時向政府支付上述連接工程的費用，或者該等連接工程亦可由承批人自費進行，並使署長滿意。在該種情況下，上述

連接工程的任何一段若在政府土地內建造，必須由承批人自費保養，直至按要求時由承批人移交給政府，由政府出資負責以後的保養。承批人須在被要求時向政府支付有關上述連接工程的技術審核之費用。若承批人未能保養上述在政府土地內建造的任何一段連接工程，署長可進行其認為必要的保養工程，承批人須在被要求時向政府支付該等工程的費用。就署長根據此第(b)分條進行之該等連接工程的費用、該技術審核的費用及該等保養費用，署長之決定為最終決定並對承批人有約束力。」

註：

除另有註明外，此F部分內使用的所有詞語和詞句具有批地文件所賦予相同的含意。欲悉詳情請參考批地文件。批地文件的文本已在售樓處提供以供公眾免費閱覽。

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

除非在售樓說明書中另行定義，否則以下英文文本中以大楷顯示的用詞將等同於發展項目之公契及管理協議（下稱「公契」）內的該用詞的意義。

1. 政府樓宇

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**幼兒中心**」指根據政府批地書特別條款第(7)(a)(i)條提供的幼兒中心，該幼兒中心構成政府樓宇的一部分。幼兒中心在附錄於本公契的GROUND FLOOR PLAN(圖則編號DMC-103)(經認可人士核證為準確)上以紫色顯示，以資識別。

「**體弱長者家居照顧服務中心**」指根據政府批地書特別條款第(7)(a)(iii)(I)條提供的體弱長者家居照顧服務中心，該體弱長者家居照顧服務中心構成政府樓宇的一部分。體弱長者家居照顧服務中心在附錄於本公契的NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2(圖則編號DMC-201)及NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 2 OF 2(圖則編號DMC-202)(經認可人士核證為準確)上以紫色顯示，以資識別。

「**體弱長者家居照顧服務中心停車位**」指政府批地書特別條款第(34)(f)(i)條所定義之體弱長者家居照顧服務中心停車位，該體弱長者家居照顧服務中心停車位構成政府樓宇的一部分。體弱長者家居照顧服務中心停車位在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)(經認可人士核證為準確)上以紫色顯示並標註為「L15」，以資識別，該停車位須為停車場布局圖上顯示的停車位。

「**長者日間護理中心**」指根據政府批地書特別條款第(7)(a)(ii)(I)條提供的長者日間護理中心，該長者日間護理中心構成政府樓宇的一部分。長者日間護理中心在附錄於本公契的NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2(圖則編號DMC-201)(經認可人士核證為準確)上以紫色顯示，以資識別。

「**長者日間護理中心停車位**」指政府批地書特別條款第(34)(e)(i)條所定義之長者日間護理中心停車位，該長者日間護理中心停車位構成政府樓宇的一部分。長者日間護理中心停車位在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)(經認可人士核證為準確)上以紫色顯示並標註為「L12」、「L13」及「L14」，以資識別，每一個該等停車位須為停車場布局圖上顯示的停車位。公契英文文本中「長者日間護理中心停車位」的單數形態亦須據此解釋。

「政府樓宇」指根據政府批地書特別條款第(7)(a)條於該土地內興建、建造及提供的該等樓宇，包含：-

- (i) 幼兒中心；
- (ii) 長者日間護理中心；
- (iii) 長者日間護理中心停車位；
- (iv) 體弱長者家居照顧服務中心；及
- (v) 體弱長者家居照顧服務中心停車位；

連同任何地政總署署長以其絕對酌情權決定專屬於該等樓宇的其他範圍、設施、服務設施及裝置。在本公契的日期，政府樓宇在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)、GROUND FLOOR PLAN(圖則編號DMC-103)、NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 1 OF 2(圖則編號DMC-201)、NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F PLAN 2 OF 2(圖則編號DMC-202)、NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) ROOF PLAN 1 OF 2(圖則編號DMC-203)及DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2(圖則編號DMC-205)(經認可人士核證為準確)上以紫色顯

示(如可以在圖則上顯示)，以資識別。為免生疑問，政府樓宇包括但不限於專門服務幼兒中心、長者日間護理中心及體弱長者家居照顧服務中心的空調機室外機。

「該等項目」指政府批地書特別條款第(19)(a)條所定義之該等項目，即：-

- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
- (ii) 所有服務政府樓宇及發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
- (iii) 屬於政府樓宇及發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備(包括但不限於可攜及不可攜的消防裝置設備，及包括但不限於總水錶房)；
- (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
- (v) 服務政府樓宇及發展項目的餘下部分的所有其他公共部分及設施(包括但不限於部分發展項目外牆，該等發展項目外牆部分在附錄於公契的DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2(圖則編號DMC-205)(經認可人士核證為準確)上以灰色顯示，以資識別)。」

公契第III節第D分節第1條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人擁有下列權利、特權及地役權的權益：-

- (a) 政府樓宇享有庇護、支撐物及保護的權利；
- (b) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於政府批地書批租年期內於該土地的任何部分及發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來政府樓宇的權利；
- (c) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何政府樓宇或其任何部分專用的服務與設施(下稱「**政府樓宇服務**」)的權利，而無須向業主支付任何費用。但是，在進行上述政府樓宇服務的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對該土地內服務除政府樓宇以外發展項目其他部分的服務及設施造成損壞；
- (d) 為正確地使用及享用政府樓宇或其任何部分的目的，通行及再通行、進出、往返及使用公用地方與設施或其任何部分，以及使用和享用任何公用設施或其任何部分的權利；
- (e) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶汽車、機械、設備、物料及機器進入該土地或發展項目的任何部分的權利，以便於政府樓宇或其任何部分擴建或進行保養、維修、加建及改建工程，以及進行政府樓宇服務或其任何部分的保養、維修、改建、改道、更改、重鋪及還原工程；
- (f) 遵照地政總署署長要求，享有暢通無阻進出政府樓宇的通行權；
- (g) 在政府樓宇或財政司司長法團認為合適的任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入該土地或發展項目任何部分的通行權，不論是否連同僱員、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；
- (h) 通往固定於政府樓宇的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；
- (i) 改變及運行政府樓宇或於政府樓宇內、周圍、其範圍內、其上及其下的牆、柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及該土地或發展項目任何部分的相關通行權，不論是否連同僱員、工人及其他人，及不論是否攜帶機械、設備、機器及物料；及
- (j) 地政總署署長視為必要或恰當的其他權利、特權及地役權。」

公契第III節第D分節第2條規定：

「政府或財政司司長法團有權於任何時候更改或修訂政府樓宇或其任何部分的用途，而無須獲得第一業主、其他業主或管理人批准或同意。」

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

公契第III節第D分節第4條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的(i)(於停車場範圍副公契簽立前(如簽立))通行及再通行、進出、往返停車場範圍(不論是否帶同汽車)或(ii)(於停車場範圍副公契簽立後(如簽立))通行及再通行、進出、往返停車場公用地方(不論是否帶同汽車)及使用停車場公用設施。」

公契第III節第D分節第5條規定：

- 「(a) 財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人所有時候(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的通行及再通行、進出、往返商業公用地方及使用商業公用設施。
- (b) 商場副公契簽立前(如簽立)，財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的通行及再通行、進出、往返商場。」

公契第III節第D分節第6條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人擁有下列權利及特權的權益：-

- (a) 為安裝和放置專門服務長者日間護理中心及體弱長者家居照顧服務中心的空調機室外機的目的，有權使用構成商場一部分的混凝土基座(該等混凝土基座在附錄於本公契的NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) ROOF PLAN 1 OF 2(圖則編號DMC-203)(經認可人士核證為準)上以粉紅色顯示並標註為「CONCRETE PLINTHS FOR AIR-CONDITIONING OUTDOOR UNITS SERVING THE DE」和「CONCRETE PLINTHS FOR AIR-CONDITIONING OUTDOOR UNITS SERVING THE CENTRE FOR HCS FOR FRAIL ELDERLY PERSONS」，以資識別)；及
- (b) 為安裝和放置專門服務幼兒中心的空調機室外機的目的，有權使用構成商場一部分的空調機支承構架(該等空調機支承構架在附錄於本公契的GROUND FLOOR PLAN(圖則編號DMC-103)及DMC ELEVATION – GIC / RETAIL ELEVATION 1, 2(圖則編號DMC-205)(經認可人士核證為準)上標註為「AC SUPPORTING FRAME FOR AIR-CONDITIONING OUTDOOR UNITS SERVING CCC」，以資識別)。」

公契第III節第D分節第7條規定：

「任何根據本第III節第D分節行使的地役權、權利及特權不須受限於管理人的任何准許、批准或同意。」

公契第V節第A分節第43條規定：

- 「(a) 業主(財政司司長法團作為政府樓宇的業主除外)須根據政府批地書特別條款第(19)(a)條自費保養該等項目，使地政總署署長在所有方面滿意。
- (b) 該等項目須由管理人管理及保養。業主(財政司司長法團作為政府樓宇的業主除外)須就管理人未有管理及保養該等項目所引致(不論任何及如何引致及不論是直接或間接引致的)或與管理人未有管理及保養該等項目相關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、法律行動及訴訟向政府及財政司司長法團作出彌償，並使政府及財政司司長法團持續得到彌償。」

公契第V節第E分節第1條規定：

「政府樓宇(但非發展項目餘下部分)須由財政司司長法團作為政府樓宇的業主負責保養及管理。」

公契第VI節第B分節第1(cc)條及第1(cd)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (cc) 儘管本公契第V節第E分節第1條另有規定，應政府樓宇的業主要求，承擔進行保養專門服務政府樓宇的服務、設施及裝置的工作，就此政府樓宇的業主須付還管理人進行該保養所支付的費用，前提是直至管理人已向政府樓宇的業主遞交費用估算連同證明文件及政府樓宇的業主認為必須的任何其他相關資料，而政府樓宇的業主已書面批准該費用估算及管理人將進行的保養工程，否則不得進行該保養。

- (cd) 管理及保養該等項目。」

公契第VI節第D分節第3(v)條規定：

「管理預算內的管理開支包括但不限於以下項目：

- (v) 管理及保養該等項目所招致的開支；及

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

公契第X節第14條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主僅須就實際和直接供政府樓宇使用或惠及政府樓宇或由該處的佔用人、其僱員、承辦商、代理人或訪客使用的範圍、設施、服務或該等項目支付管理及保養費，然而，財政司司長法團的責任將由政府產業署署長或地政總署署長就此提名的人士釐定，且於任何情況下均不得超過根據政府樓宇所佔總樓面面積與已建或擬建於該土地上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由政府樓宇的轉讓契的日期或交付政府樓宇的日期起計，以較早者為準。此外，除非及直至政府產業署署長或地政總署署長就此提名的人士已經以書面批准有關管理及保養費金額，否則財政司司長法團無須對任何管理及保養費承擔繳付責任。」

公契第X節第15條規定：

「為免生疑問，財政司司長法團作為政府樓宇的業主無須就發展項目任何其他部分(不論是否公用地方與設施或其他地方)攤付任何管理及保養費，亦無須就政府產業署署長或地政總署署長就此提名的人士認為並非實際和直接服務或惠及政府樓宇的範圍、設施、服務或該等項目的提供攤付任何管理及保養費。」

公契第X節第16條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主無須繳付以下費用：

- (i) 管理費按金，
- (ii) 特別基金或資本設備基金，事前經由政府產業署署長或地政總署署長就此提名的人士決定而確實和直接服務政府樓宇或惠及政府樓宇或由該處佔用人、其僱員、承辦商、代理人或訪客使用的範圍、設施、服務或該等項目相關的資本償還除外，然而，財政司司長法團的責任於任何情況下均不得超過根據政府樓宇所佔總樓面面積與已建或擬建於該土地上的所有建築物的全部總樓面面積的比例計算的百分比。有關的繳付責任將由政府樓宇的轉讓契的日期或交付政府樓宇的日期起計，以較早者為準。此外，除非及直至政府產業署署長或地政總署署長就此提名的人士已經以書面批准有關資本償還金額，否則財政司司長法團無須對資本償還承擔繳付責任，
- (iii) 政府樓宇相關的保險保費，
- (iv) 裝修泥頭清理費，
- (v) 逾期未繳管理及保養費的罰款
- 或同類付款。」

公契第X節第17條規定：

「除前述公契第X節第14條至第16條另有規定外，財政司司長法團無須就發展項目的餘下部分(包括就公用地方與設施及該等項目所招致的管理及保養費)攤付任何管理及保養費。」

公契第X節第18條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主獲豁免遵守裝修規則。」

公契第X節第19條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主獲豁免使用第一業主或管理人提名的保養或檢修承辦商。」

公契第X節第20條規定：

「若政府樓宇的業主需獲得管理人任何同意，管理人不得無理地拒絕給予同意，且管理人須免費給予有關同意。」

2. 與政府樓宇及其真正賓客、訪客或被邀者共同使用的供貨車作上落客貨用途的停車位

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**非工業/政府樓宇上落客貨停車位**」指發展項目內根據政府批地書特別條款第(35)(a)(iii)條提供的三(3)個與政府樓宇及其真正賓客、訪客或被邀者共同使用的供貨車作上落客貨用途的停車位。非工業/政府樓宇上落客貨停車位在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)(經認可人士核證為準確)上以粉紅色顯示並標註為「L3」、「L4」及「L5」，以資識別，每一個該等停車位須為停車場布局圖上顯示的停車位。

「**非工業上落客貨停車位**」指發展項目內根據政府批地書特別條款第(35)(a)(ii)條提供的四(4)個供貨車作上落客貨用途的停車位(其中在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)(經認可人士核證為準確)上以粉紅色顯示並標註為「L3」、「L4」及「L5」的停車位亦為非工業/政府樓宇上落客貨停車位)。非工業上落客貨停車位在附錄於本公契的BASEMENT 1 FLOOR PLAN(圖則編號DMC-102)(經認可人士核證為準確)上以粉紅色顯示並標註為「L2」、「L3」、「L4」及「L5」，以資識別，每一個該等停車位須為停車場布局圖上顯示的停車位。

「**商場**」指該土地及發展項目中預定作商業及附屬用途的所有該等範圍和部分，在附錄於本公契的圖則(經認可人士核證為準確)上以粉紅色顯示和以粉紅色顯示並以靛藍色線圍邊(如可以在圖則上顯示)，以資識別，並包括任何已獲分配或將獲分配該土地及發展項目不分割份數之商場細分部分，並在不限制前文的概括性的原則下(除其他以外)包括：-

(xiv) 非工業上落客貨停車位; 及」

公契第II節第11(c)(i)條規定：

「為免生疑問及儘管本公契載有任何相反的規定，整個商場的單一業主有權於任何時候及不時在認為適當的情況下作出以下所有或任何行為並且行使以下所有或任何權利：-

- (c) 有權與商場細分部分或其任何部分的任何其他業主簽立商場副公契，以規管及界定他們的權責，然而：
 - (i) 以下項目必須在該副公契指定為並納入商業公用地方一部分：
 - (A) 非工業上落客貨停車位；」

公契第III節第D分節第3條規定：

「政府樓宇業主及佔用人、其真正賓客、訪客或被邀者(與所有擁有同樣權利的人士共同)享有按政府批地書特別條款第(35)(a)(iii)條使用非工業/政府樓宇上落客貨停車位的權利。」

公契第III節第D分節第4條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的(i)(於停車場範圍副公契簽立前(如簽立))通行及再通行、進出、往返停車場範圍(不論是否帶同汽車)或(ii)(於停車場範圍副公契簽立後(如簽立))通行及再通行、進出、往返停

車場公用地方(不論是否帶同汽車)及使用停車場公用設施。」

公契第III節第D分節第5條規定：

- 「(a) 財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的通行及再通行、進出、往返商業公用地方及使用商業公用設施。
- (b) 商場副公契簽立前(如簽立)，財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由：為妥善地使用和享用政府樓宇與非工業/政府樓宇上落客貨停車位的所有目的通行及再通行、進出、往返商場。」

公契第V節第D分節第12條規定：

「非工業上落客貨停車位只可按政府批地書規定的目的使用。」

3. 設施、裝置及設備和停車位資訊系統範圍

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**設施、裝置及設備**」指政府批地書特別條款第(41)(a)(i)條所定義之設施、裝置及設備。

「**停車位資訊系統範圍**」指政府批地書特別條款第(41)(a)(i)條所定義之停車位資訊系統範圍。

「**發展項目公用地方**」指該土地及發展項目的所有該等範圍或部分，其使用權指定為供單位的業主和佔用人共同使用及享用，而沒有根據本公契或以其他方式授予第一業主或任何個別單位的業主，亦沒有另外特別轉讓(管理人以信託形式為所有業主的利益持有的範圍或部分除外)，在不限制前文的概括性的原則下，包括：-

- (viii) 停車位資訊系統範圍及設施、裝置及設備(其所處的範圍在附錄於本公契的GROUND FLOOR PLAN(圖則編號DMC-103)(經認可人士核證為準確)上以綠色顯示並標註為「OFFICE ACCOMMODATION FOR WATCHMEN AND CARETAKERS (CONTROL ROOM)」，以資識別)；及」

公契第VI節第B分節第1(cf)(i)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (cf) (i) 根據政府批地書特別條款第(41)(a)(ii)條，在政府批地書批租年期內所有時間保養停車位資訊系統範圍與設施、裝置及設備於修繕妥當及良好狀態，以履行政府批地書特別條款第(41)(b)條下的責任，令運輸署署長在各方面滿意。」

4. 獲批准自動讀錶外站

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**獲批准自動讀錶外站**」指政府批地書特別條款第(51)(c)條所定義之獲批准自動讀錶外站。在本公契的日期，獲批准自動讀錶外站位處自動讀錶室之內。為免生疑問，獲批准自動讀錶外站並不構成發展項目公用地方與設施之一部分。」

公契第IV節第E分節第2(c)條規定：

「每一不分割份數連同獨家持有、使用、佔用及享用每個單位的權利受以下所限：

- (c) 根據政府批地書特別條款第(51)(h)條，業主須在政府批地書批租年期內所有時間允許水務監督、其人員、承辦商、代理人、其工人及任何獲水務監督授權的人士，不論是否備有工具、設備、機械、

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機器或汽車，為以下目的自由及不受限制地進出、往返及再經過該土地或其任何部分及任何該土地上已建或擬建的建築物：

- (i) 視察、檢查及監督業主根據政府批地書特別條款第(51)(a)條、第(51)(d)條及第(51)(e)條而須進行的任何工程；
- (ii) 根據政府批地書特別條款第(51)(f)條進行任何工程；及
- (iii) 在獲批准自動讀錶外站或其中任何該等獲批准自動讀錶外站根據政府批地書特別條款第(51)(g)條交付予水務監督之後，視察、檢查、運作、保養、維修、更新、拆卸、移除、更換及重新提供獲批准自動讀錶外站或其中任何獲批准自動讀錶外站及水務監督認為必須的任何其他工程。」

公契第V節第A分節第45條規定：

「在容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內，不得興建或放置任何可能妨礙或干擾對獲批准自動讀錶外站作出視察、檢查、運作、保養、維修、更新、拆卸、更換及重新提供的構築物、物件或物料（不論性質為何）。」

公契第VI節第B分節第1(bp)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (bp) 根據政府批地書特別條款第(51)(e)條，當收到政府批地書特別條款第(51)(e)條提述的水務監督書面通知，管理人須以令水務監督在各方面滿意的方式在通知書訂明的限期內拆卸或移除於容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間上、上方、之上、下、之下或之內興建或放置的構築物、物件或物料，並恢復容納獲批准自動讀錶外站及方便視察及保養獲批准自動讀錶外站而提供的範圍或空間。」

5. 擬建並擬接駁至政府的指定收集系統的分隔廢水管

公契第VI節第B分節第1(m)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (m) 遵照任何適用法律及規例，按管理人以其合理酌情權認為有需要或方便時維持所有照明設備和排污系統於良好及工作正常的狀態，並（須在符合本公契第VI節第B分節第7條有關取得供應品、貨品或服務的規定）與第三方就其保養簽立合約。管理人亦負責進行對排污系統進行任何變更所需的所有工程及將來應政府要求將排污系統接駁至擬建的公共暗渠的所有工程，而該等工程的所有開支及支出須由業主承擔。」

公契第VI節第D分節第3(d)條規定：

「管理預算內的管理開支包括但不限於以下項目：

- (d) 保養已建或擬建用作支撐發展項目的地基、柱及其他構築物及該等其他範圍或根據政府批地書規定而須被保養的排水渠、明渠、污水渠、管道、總水管及渠道（不論是處於該土地內或該土地外）的開支及支出；

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

6. 擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠

公契第VI節第B分節第1(m)條及第1(at)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具

有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (m) 遵照任何適用法律及規例，按管理人以其合理酌情權認為有需要或方便時維持所有照明設備和排污系統於良好及工作正常的狀態，並（須在符合本公契第VI節第B分節第7條有關取得供應品、貨品或服務的規定）與第三方就其保養簽立合約。管理人亦負責進行對排污系統進行任何變更所需的所有工程及將來應政府要求將排污系統接駁至擬建的公共暗渠的所有工程，而該等工程的所有開支及支出須由業主承擔。

- (at) 保養根據政府批地書規定而須被保養的任何排水系統（不論是處於該土地內或該土地外）。」

公契第VI節第D分節第3(d)條規定：

「管理預算內的管理開支包括但不限於以下項目：

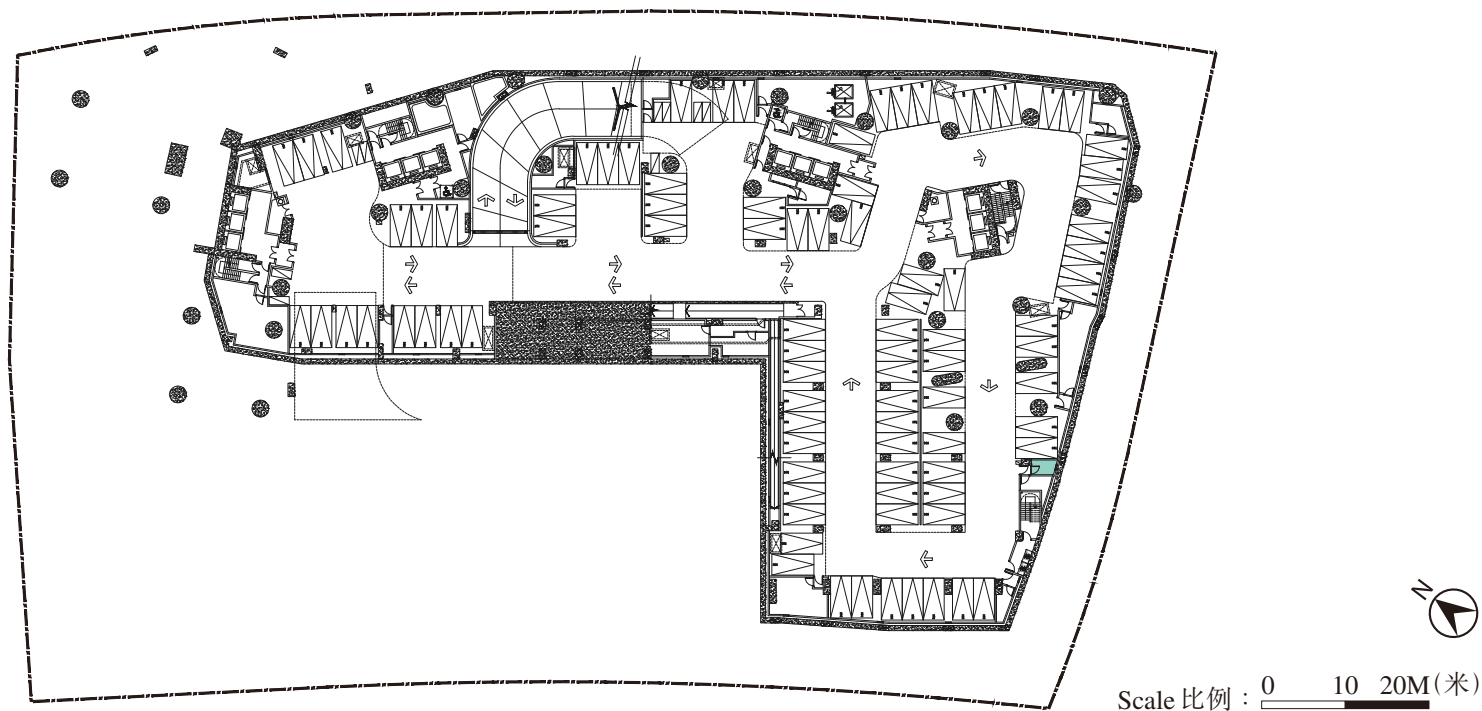
- (d) 保養已建或擬建用作支撐發展項目的地基、柱及其他構築物及該等其他範圍或根據政府批地書規定而須被保養的排水渠、明渠、污水渠、管道、總水管及渠道（不論是處於該土地內或該土地外）的開支及支出；

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

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公共設施及公眾休憩用地的資料

Basement 2 Floor Plan
地庫2層平面圖



Legend 圖例

- Boundary Line of the Development
發展項目的界線
- AMR Room
自動讀錶房

Basement 1 Floor Plan
地庫1層平面圖



Legend 圖例

- Boundary Line of the Development
發展項目的界線
- Government Accommodation
政府樓宇
- AMR Room
自動讀錶房
- The Spaces for the Loading and Unloading of Goods Vehicles for the Shared Use with the Government Accommodation and Their Bona Fide Guests, Visitors or Invitees
與政府樓宇及其真正賓客、訪客或被邀者共同使用的供貨車作上落客貨用途的停車位

Notes:

- The plans above are only for showing the location(s) of the respective facilities and those parts of the land referred to in this section. Other matters shown in these plans may not reflect their latest conditions.
- It is not practicable to show the Facilities, Installations and Equipment and the Parking Information System Area, the separate waste pipes to be constructed and connected to the Government's designated collection system, and the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

備註：

- 以上各圖則僅作顯示本章節所述各設施及土地中的該等部分的位置，圖中所示之其他事項未必能反映其最新狀況。
- 在切實可行範圍內未能於圖則顯示設施、裝置及設備和停車位資訊系統範圍、擬建並擬接駁至政府的指定收集系統的分隔廢水管及擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

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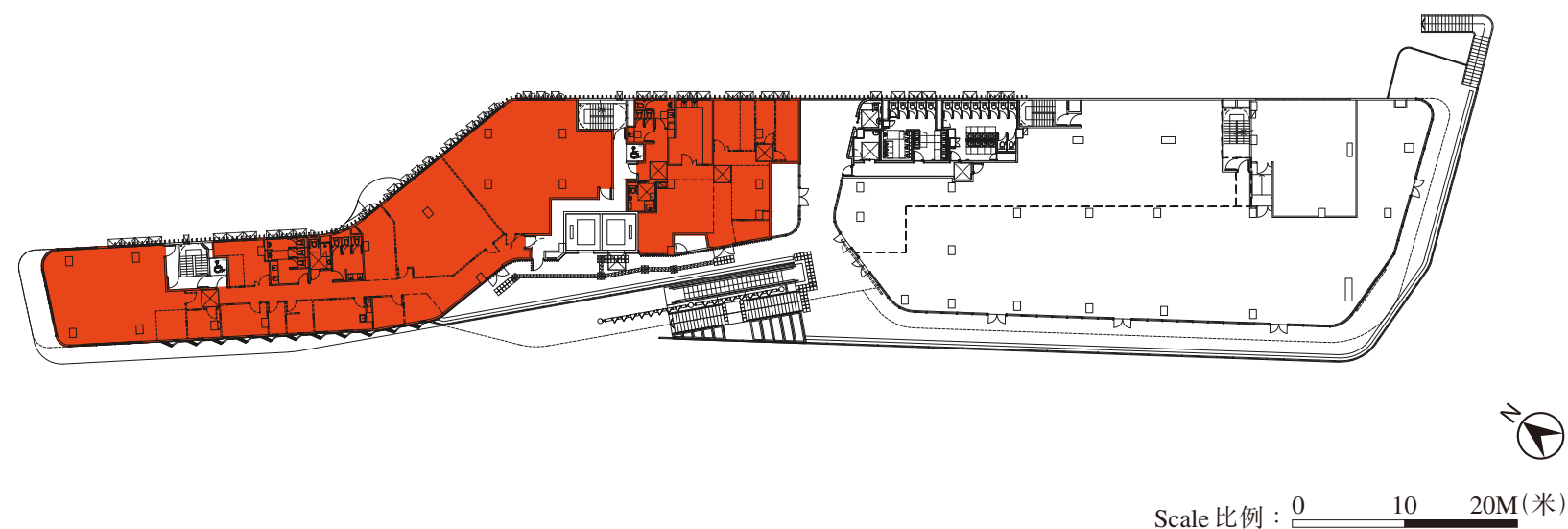
Ground Floor Plan
地下平面圖



Legend 圖例

- Boundary Line of the Development
發展項目的界線
- Government Accommodation
政府樓宇

NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) 1/F Plan
非住宅大廈 (政府、機構或社區/商用/餐飲) 1樓平面圖



Legend 圖例

- Government Accommodation
政府樓宇

Notes:

- The plans above are only for showing the location(s) of the respective facilities and those parts of the land referred to in this section. Other matters shown in these plans may not reflect their latest conditions.
- It is not practicable to show the Facilities, Installations and Equipment and the Parking Information System Area, the separate waste pipes to be constructed and connected to the Government's designated collection system, and the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

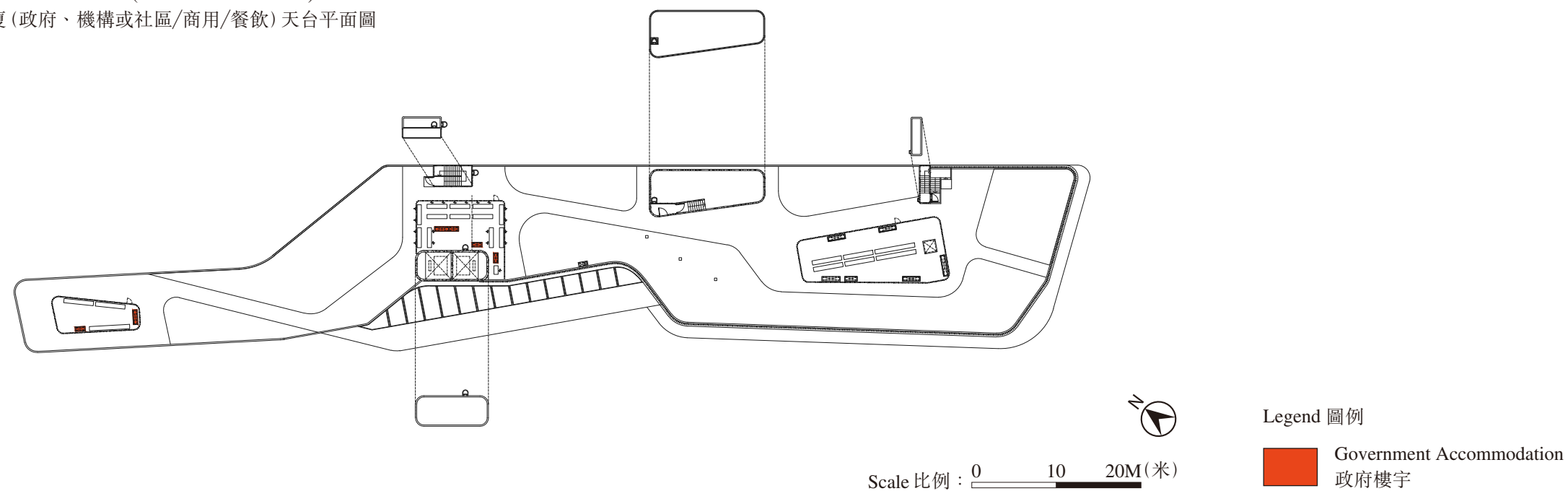
備註：

- 以上各圖則僅作顯示本章節所述各設施及土地中的該等部分的位置，圖中所示之其他事項未必能反映其最新狀況。
- 在切實可行範圍內未能於圖則顯示設施、裝置及設備和停車位資訊系統範圍、擬建並擬接駁至政府的指定收集系統的分隔廢水管及擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

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公共設施及公眾休憩用地的資料

NON-DOMESTIC BLOCK (GIC / RETAIL / F&B) Roof Plan
非住宅大廈(政府、機構或社區/商用/餐飲)天台平面圖



Notes:

1. The plans above are only for showing the location(s) of the respective facilities and those parts of the land referred to in this section. Other matters shown in these plans may not reflect their latest conditions.
2. It is not practicable to show the Facilities, Installations and Equipment and the Parking Information System Area, the separate waste pipes to be constructed and connected to the Government's designated collection system, and the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

備註：

1. 以上各圖則僅作顯示本章節所述各設施及土地中的該等部分的位置，圖中所示之其他事項未必能反映其最新狀況。
2. 在切實可行範圍內未能於圖則顯示設施、裝置及設備和停車位資訊系統範圍、擬建並擬接駁至政府的指定收集系統的分隔廢水管及擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

17 WARNING TO PURCHASERS

對買方的警告

1. The purchaser is 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.
 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。
 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。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN A-A

橫截面圖 A-A

TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
第1座(包括第1A座及第1B座)

UPPER ROOF 上層天台

ROOF	天台
27/F	27樓
26/F	26樓
25/F	25樓
24/F	24樓
23/F	23樓
22/F	22樓
21/F	21樓
20/F	20樓
19/F	19樓
18/F	18樓
17/F	17樓
16/F	16樓
15/F	15樓
14/F	14樓
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12/F	12樓
11/F	11樓
10/F	10樓
9/F	9樓
8/F	8樓
7/F	7樓
6/F	6樓
5/F	5樓
4/F	4樓
3/F	3樓
2/F	2樓
1/F	1樓

GROUND FLOOR	地下
BASEMENT 1 FLOOR	地庫1層
BASEMENT 2 FLOOR	地庫2層

BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界線

NON-DOMESTIC BLOCK
(GIC/RETAIL/F&B)
非住宅大廈(政府、機構
或社區/商用/餐飲)

LEVEL OF THE LOWEST RESIDENTIAL FLOOR
最低住宅樓層水平

206.300mPD

EMERGENCY VEHICULAR ACCESS
緊急車輛通道

199.500mPD

SPRINKLER WATER TANK & PUMP ROOM
(RETAIL/GIC)
灑水器水箱及泵房(商用/政府、機構或社區)

FS WATER TANK AND PUMP ROOM
(TOWER 1 & BASEMENT)
消防水缸及泵房(第1座及地庫)

199.500mPD

199.500mPD

199.500mPD

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18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

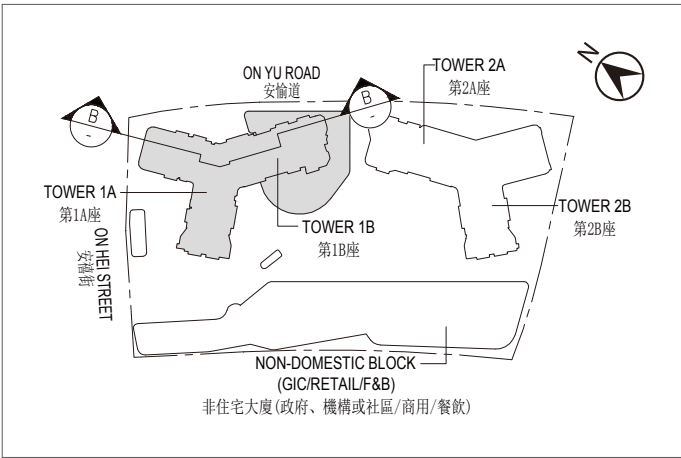
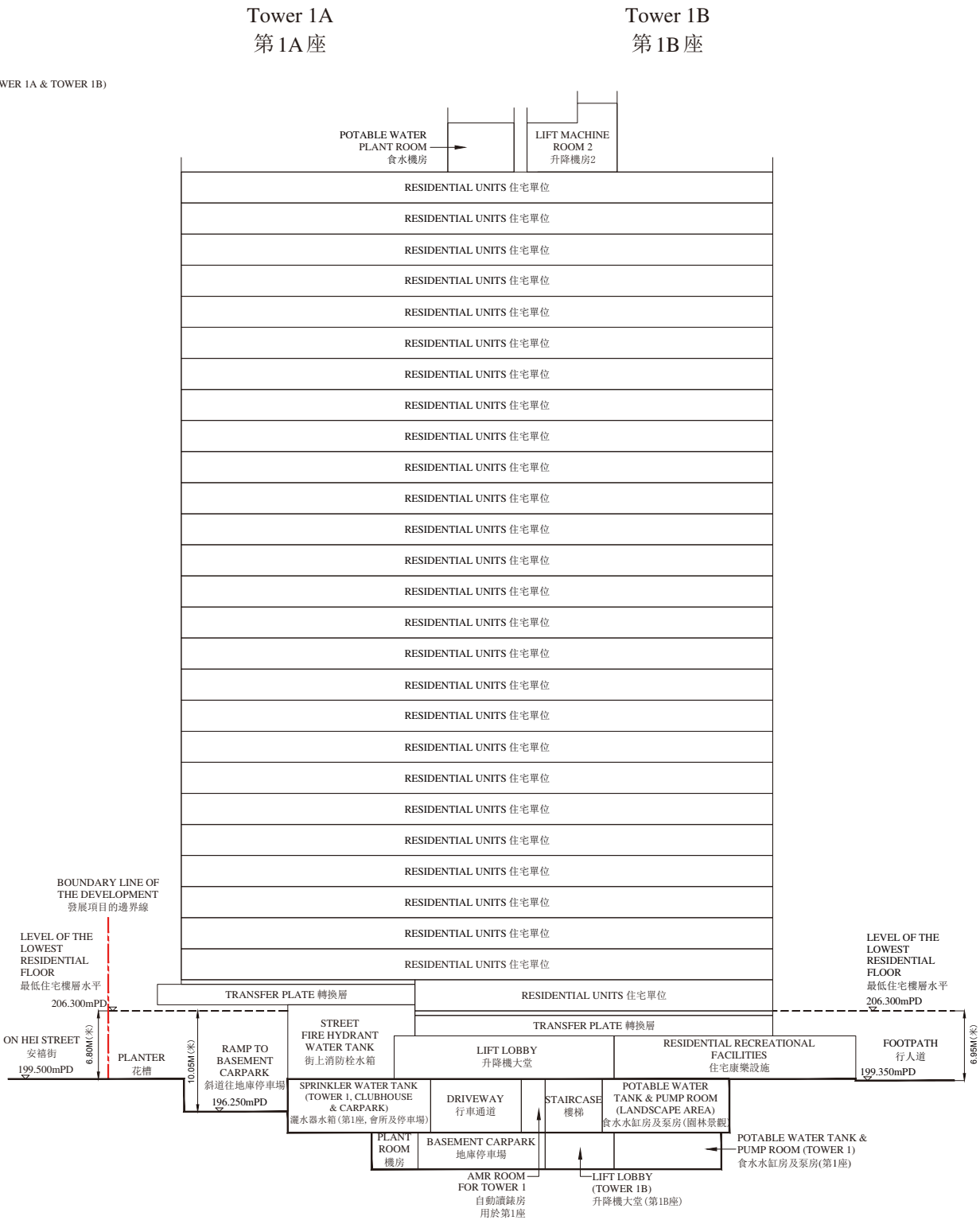
CROSS-SECTION PLAN B-B

橫截面圖 B-B

TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
第1座 (包括第1A座及第1B座)

UPPER ROOF 上層天台

ROOF	天台
27/F	27樓
26/F	26樓
25/F	25樓
24/F	24樓
23/F	23樓
22/F	22樓
21/F	21樓
20/F	20樓
19/F	19樓
18/F	18樓
17/F	17樓
16/F	16樓
15/F	15樓
14/F	14樓
13/F	13樓
12/F	12樓
11/F	11樓
10/F	10樓
9/F	9樓
8/F	8樓
7/F	7樓
6/F	6樓
5/F	5樓
4/F	4樓
3/F	3樓
2/F	2樓
1/F	1樓
GROUND FLOOR	地下
BASEMENT 1 FLOOR	地庫1層
BASEMENT 2 FLOOR	地庫2層



KEY PLAN 索引圖

Legend of Terms and Abbreviations Used in this Drawing
圖中所使用名詞及簡稱之圖例

AMR ROOM FOR TOWER 1 = AUTOMATIC METER
READING ROOM FOR TOWER 1 = 自動讀錶房用於第1座

Notes:

- ▽ Denotes height (in metres) above the Hong Kong Principal Datum.
- Dotted line denotes the level of the lowest residential floor of the building.
- The part of On Hei Street adjacent to the building is 199.500 metres above the Hong Kong Principal Datum.
- The part of Footpath adjacent to the building is 199.350 metres above the Hong Kong Principal Datum.
- The part of ramp to basement carpark adjacent to the building is 196.250 metres above the Hong Kong Principal Datum.

備註：

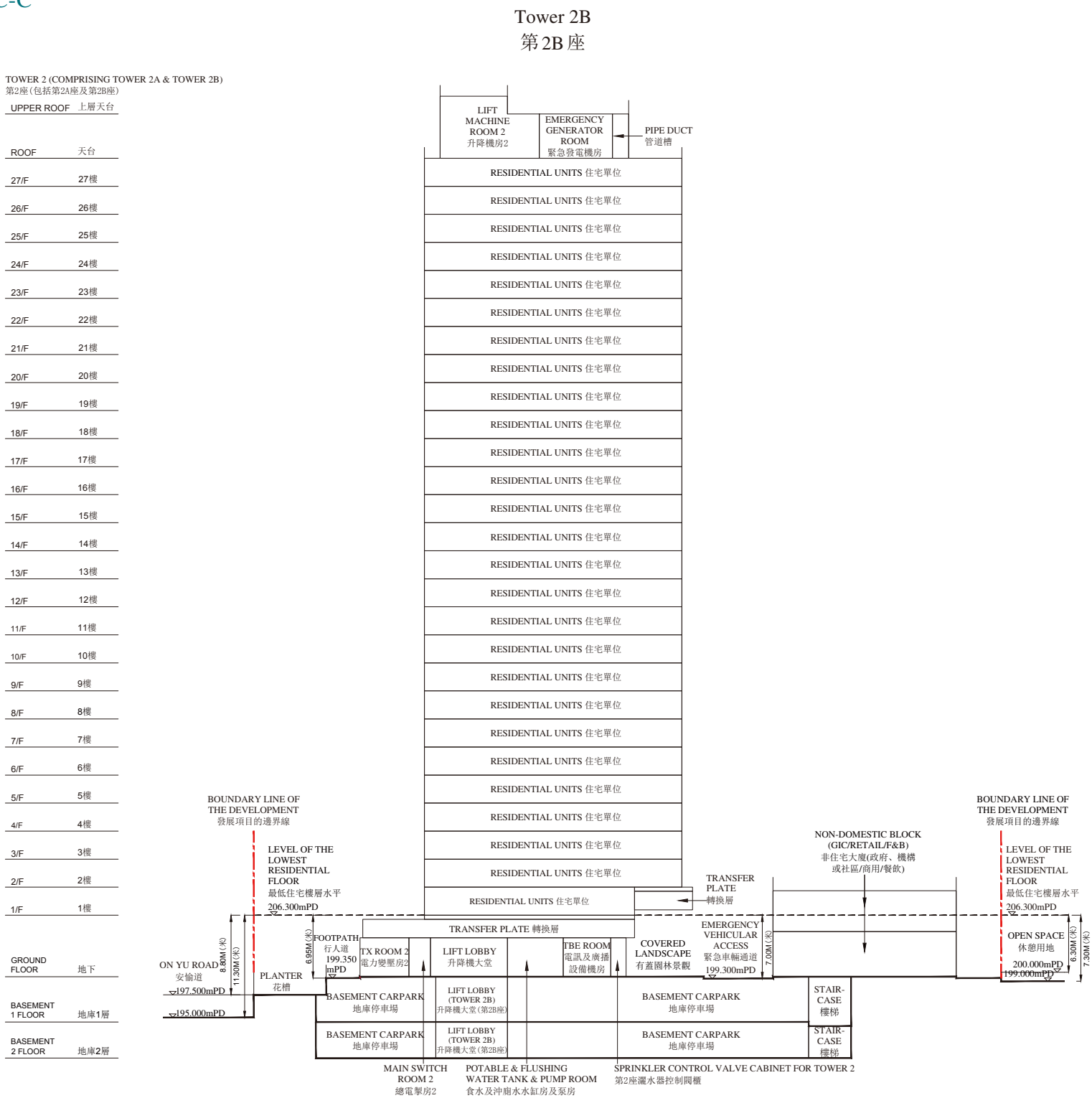
- ▽ 代表香港主水平基準以上的高度(米)。
- 虛線代表該建築物之最低住宅樓層水平。
- 毗連建築物的一段安禧街為香港主水平基準以上199.500米。
- 毗連建築物的一段行人道為香港主水平基準以上199.350米。
- 毗連建築物的一段斜道往地庫停車場為香港主水平基準以上196.250米。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN C-C

橫截面圖 C-C

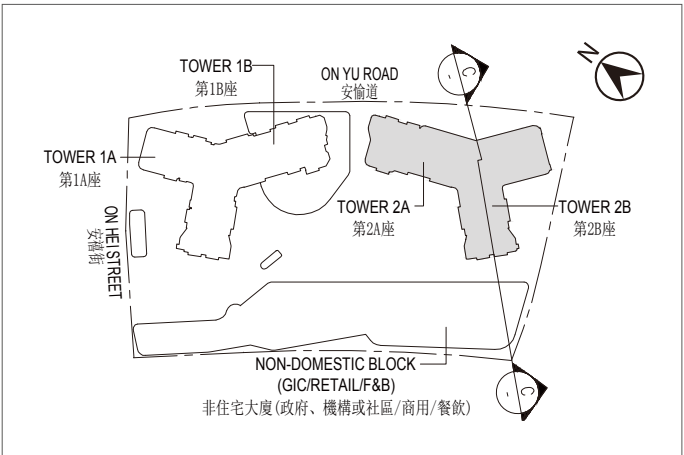


Notes:

1. ∇ Denotes height (in metres) above the Hong Kong Principal Datum.
2. --- Dotted line denotes the level of the lowest residential floor of the building.
3. The part of On Yu Road adjacent to the building is 195.000 metres to 197.500 metres above the Hong Kong Principal Datum.
4. The part of footpath adjacent to the building is 199.350 metres above the Hong Kong Principal Datum.
5. The part of Emergency Vehicular Access adjacent to the building is 199.300 metres above the Hong Kong Principal Datum.
6. The part of open space adjacent to the building is 199.000 metres to 200.000 metres above the Hong Kong Principal Datum.

備註：

1. ∇ 代表香港主水平基準以上的高度(米)。
2. --- 虛線代表該建築物之最低住宅樓層水平。
3. 毗連建築物的一段安榆道為香港主水平基準以上195.000米至197.500米。
4. 毗連建築物的一段行人道為香港主水平基準以上199.350米。
5. 毗連建築物的一段緊急車輛通道為香港主水平基準以上199.300米。
6. 毗連建築物的一段休憩用地為香港主水平基準以上199.000米至200.000米。



KEY PLAN 索引圖

Legend of Terms and Abbreviations Used in this Drawing

圖中所使用名詞及簡稱之圖例

NON-DOMESTIC BLOCK (GIC/RETAIL/F&B) = NON-DOMESTIC BLOCK (GOVERNMENT, INSTITUTION AND COMMUNITY / RETAIL / FOOD AND BEVERAGE) = 非住宅大廈(政府、機構或社區/商用/餐飲)

TBE ROOM = TELECOMMUNICATIONS AND BROADCASTING EQUIPMENT ROOM = 電訊及廣播設備機房

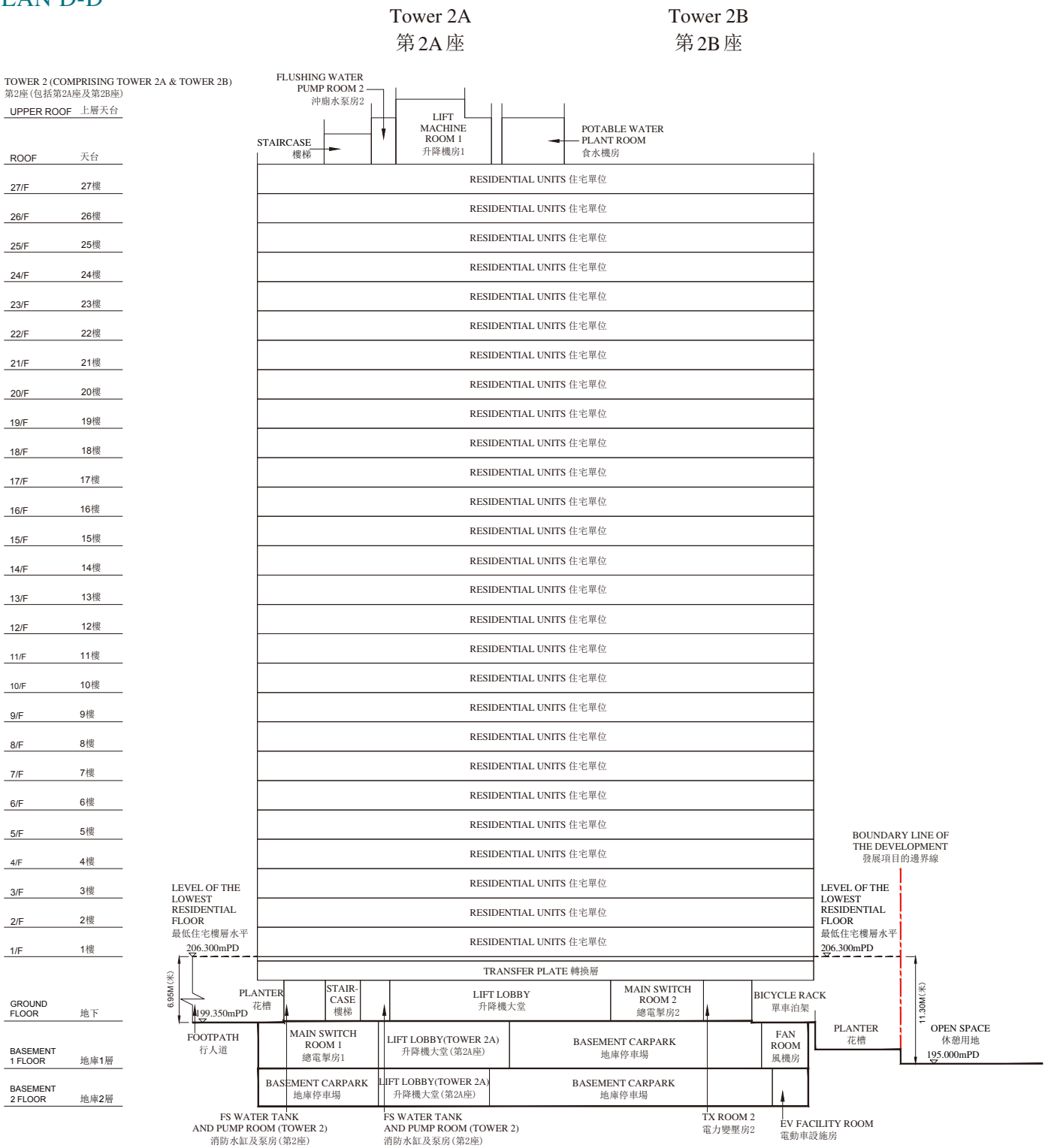
TX ROOM 2 = TRANSFORMER ROOM 2 = 電力變壓房2

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN D-D

橫截面圖 D-D

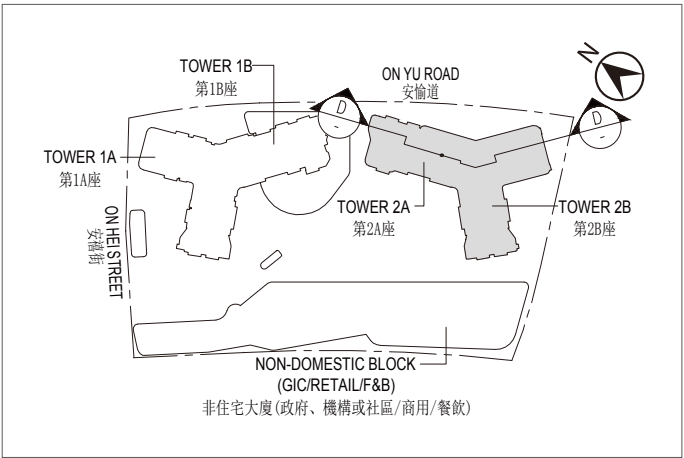


Notes:

1. ∇ Denotes height (in metres) above the Hong Kong Principal Datum.
2. --- Dotted line denotes the level of the lowest residential floor of the building.
3. The part of Open space adjacent to the building is 195.000 metres above the Hong Kong Principal Datum.
4. The part of Footpath adjacent to the building is 199.350 metres above the Hong Kong Principal Datum.

備註：

1. ∇ 代表香港主水平基準以上的高度 (米)。
2. --- 虛線代表該建築物之最低住宅樓層水平。
3. 毗連建築物的一段休憩用地為香港主水平基準以上 195.000 米。
4. 毗連建築物的一段行人道為香港主水平基準以上 199.350 米。



KEY PLAN 索引圖

Legend of Terms and Abbreviations Used in this Drawing

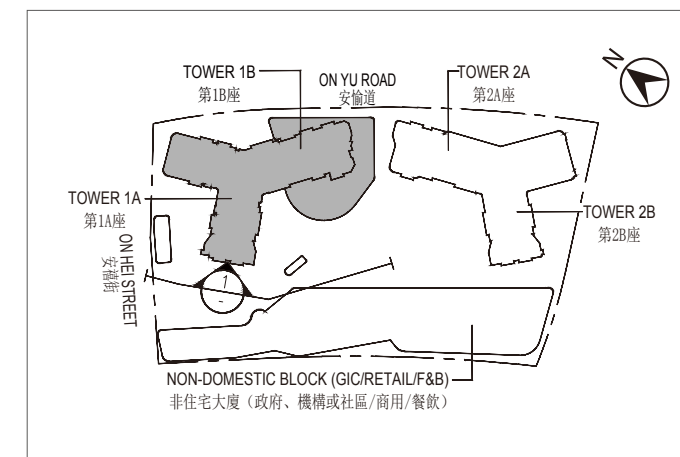
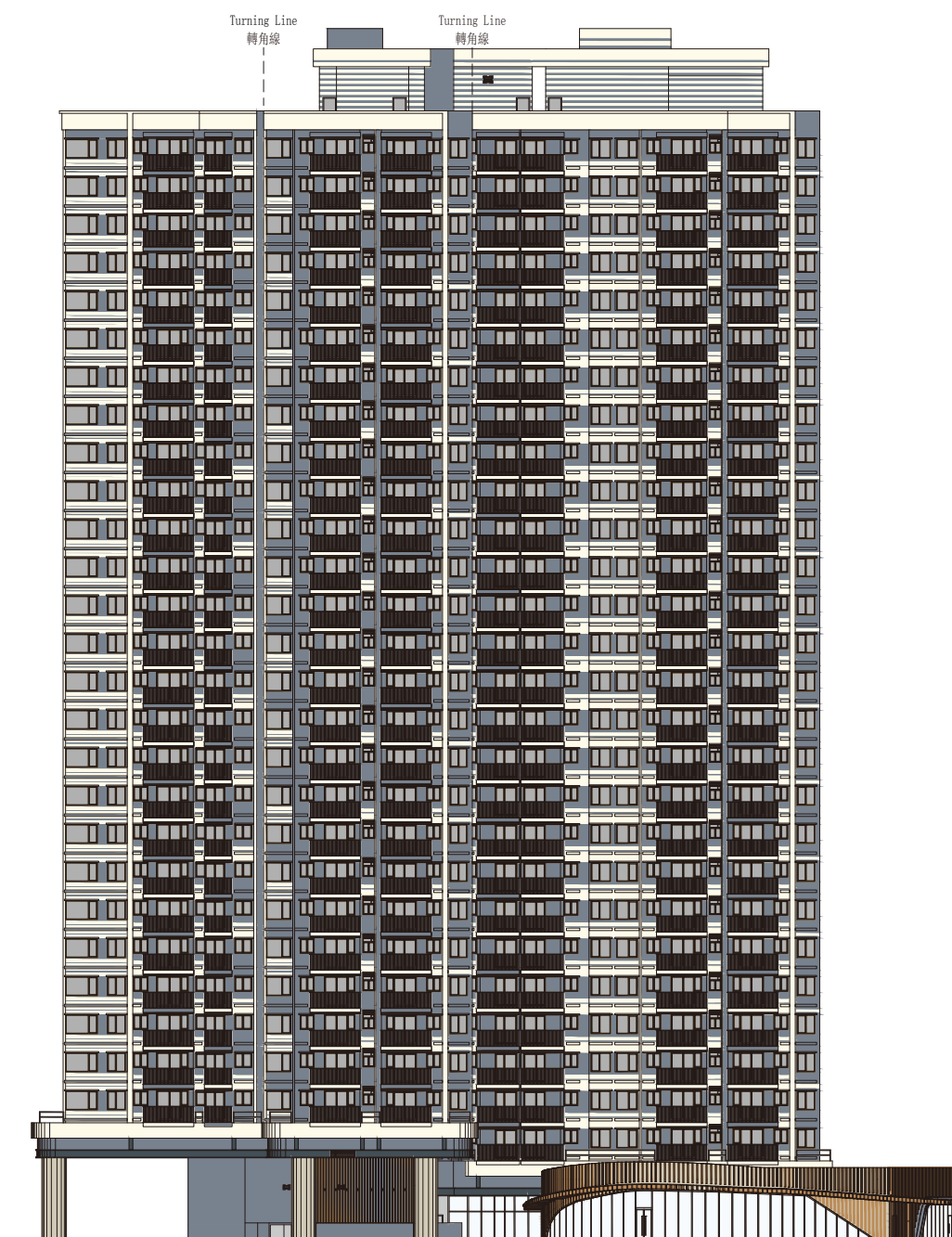
圖中所使用名詞及簡稱之圖例

EV FACILITY ROOM = ELECTRIC VEHICLE FACILITY ROOM = 電動車設施房

FS WATER TANK AND PUMP ROOM (T2) = FIRE SERVICES WATER TANK AND PUMP ROOM (TOWER 2) = 消防水缸及泵房 (第2座)

TX ROOM 2 = TRANSFORMER ROOM 2 = 電力變壓房2

ELEVATION PLAN 1 – TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
立面圖 1 – 第 1 座 (包括第 1A 座及第 1B 座)



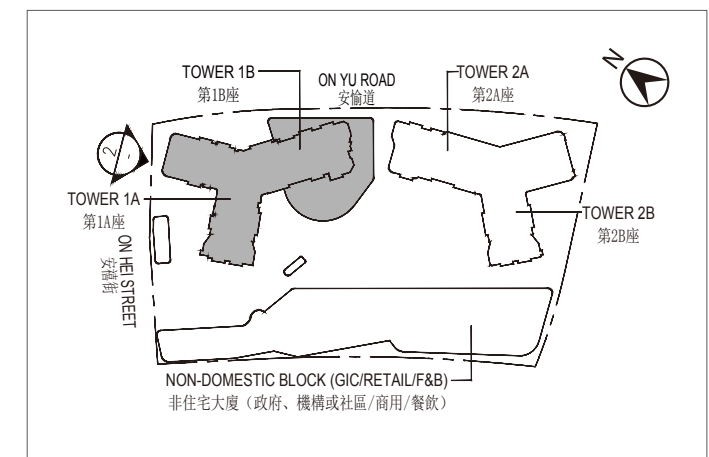
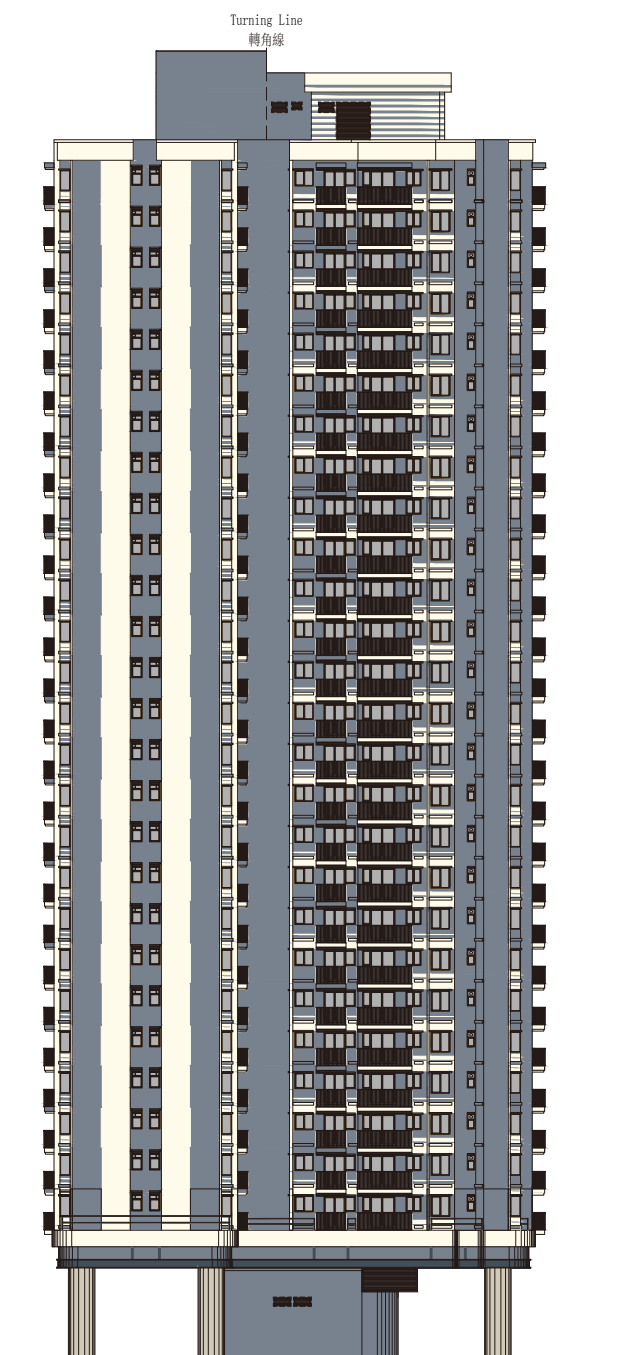
KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以 2024 年 6 月 27 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 2 – TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
立面圖 2 – 第 1 座 (包括第 1A 座及第 1B 座)



KEY PLAN 索引圖

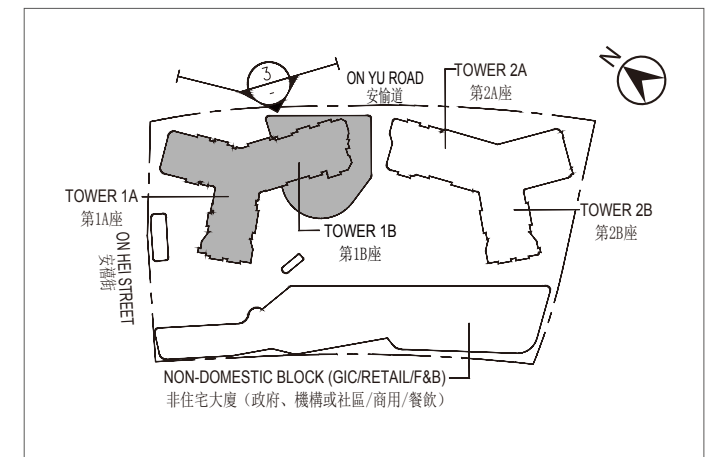
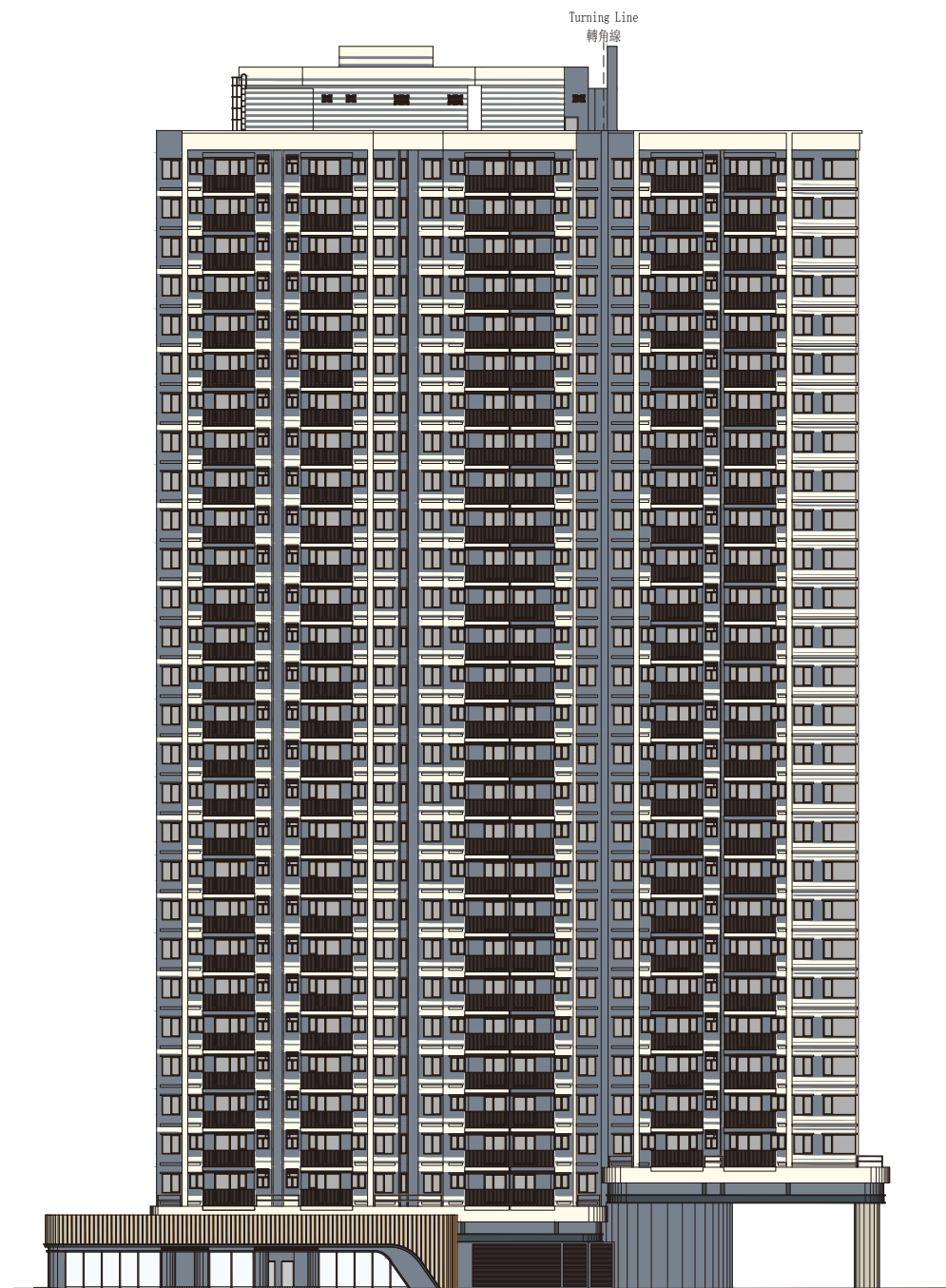
The Authorized Person for the Development certified that the elevations shown on these elevation plans:

- (a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
- (b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以 2024 年 6 月 27 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 3 – TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
立面圖 3 – 第 1 座 (包括第 1A 座及第 1B 座)

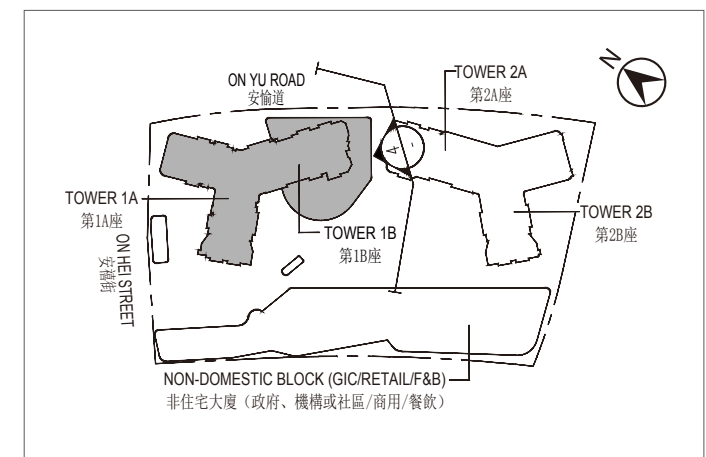
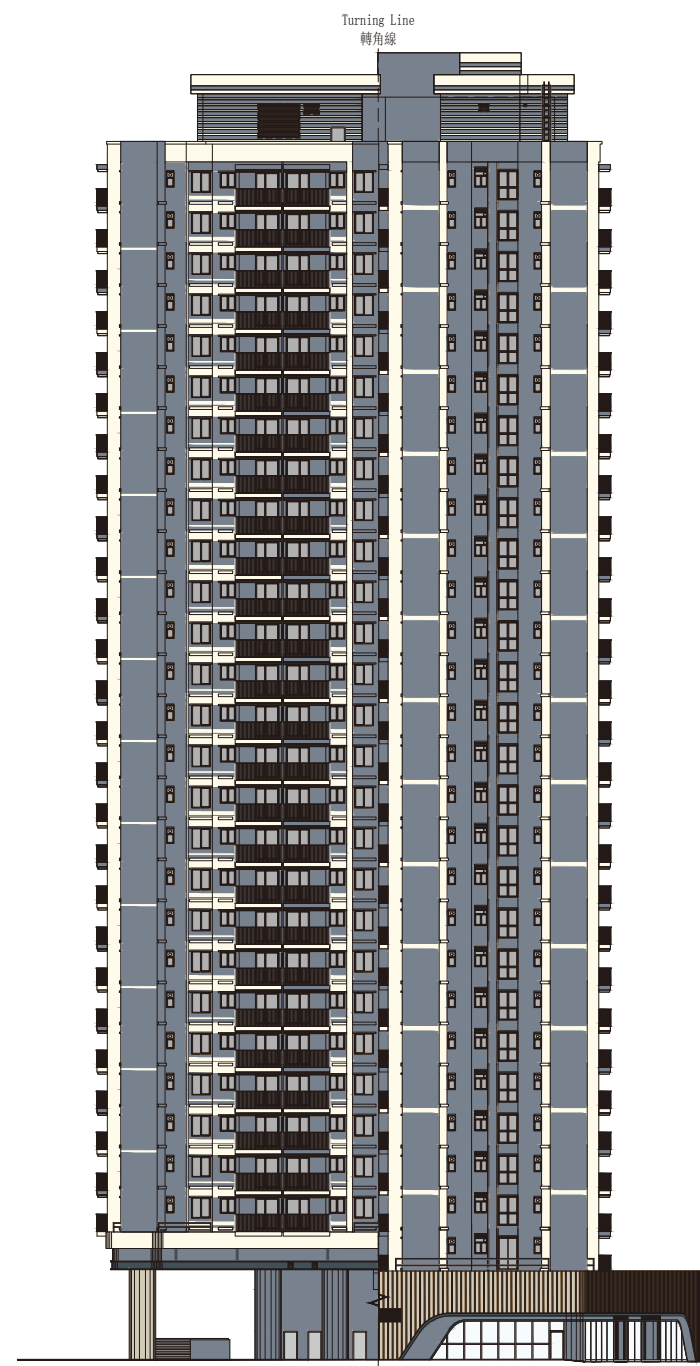


KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：
(a) 以 2024 年 6 月 27 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 4 – TOWER 1 (COMPRISING TOWER 1A & TOWER 1B)
立面圖 4 – 第 1 座 (包括第 1A 座及第 1B 座)



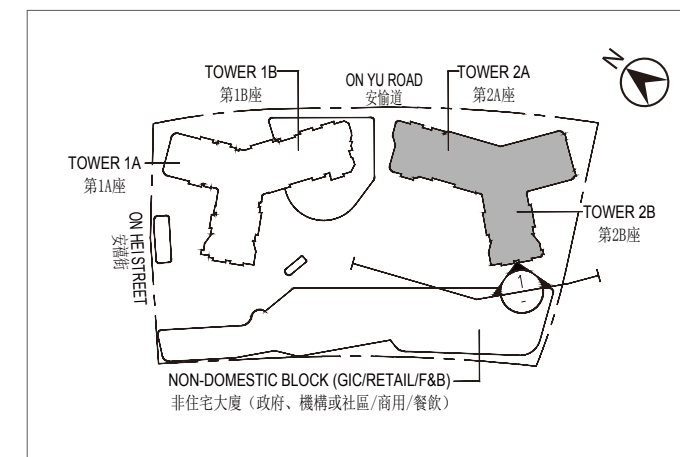
KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以 2024 年 6 月 27 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 1 – TOWER 2 (COMPRISING TOWER 2A & TOWER 2B)
立面圖 1 – 第2座 (包括第2A座及第2B座)



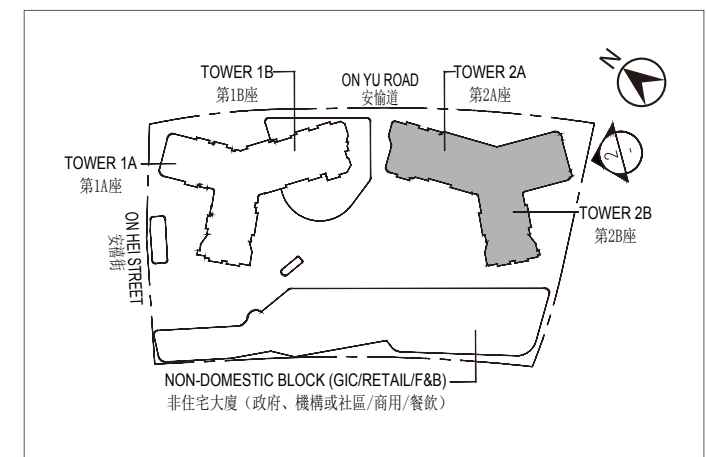
KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以2024年6月27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 2 – TOWER 2 (COMPRISING TOWER 2A & TOWER 2B)
立面圖 2 – 第2座 (包括第2A座及第2B座)



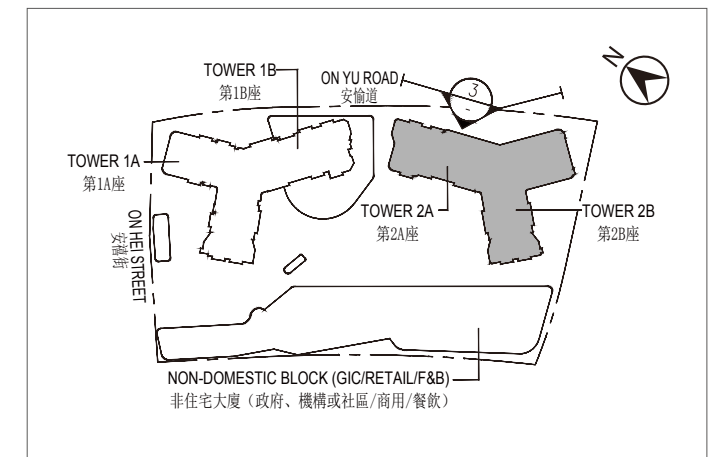
KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以2024年6月27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 3 – TOWER 2 (COMPRISING TOWER 2A & TOWER 2B)
立面圖 3 – 第2座 (包括第2A座及第2B座)

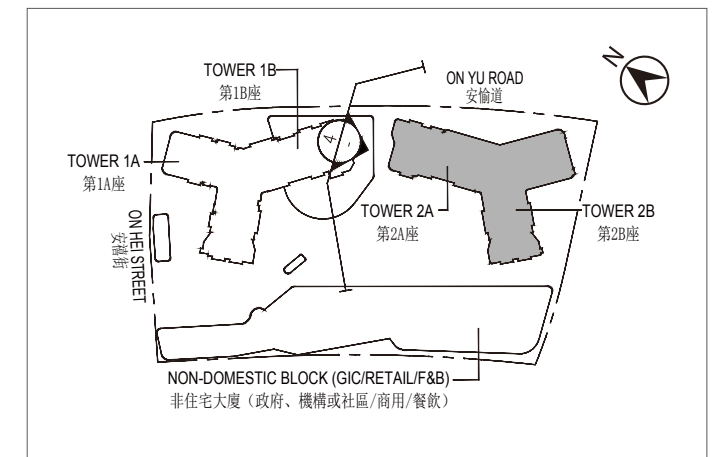


KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：
(a) 以2024年6月27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 4 – TOWER 2 (COMPRISING TOWER 2A & TOWER 2B)
立面圖 4 – 第2座 (包括第2A座及第2B座)



KEY PLAN 索引圖

The Authorized Person for the Development certified that the elevations shown on these elevation plans:
(a) are prepared on the basis of the approved building plans for the Development as of 27 June 2024; and
(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面：

- (a) 以2024年6月27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。

Common Facilities 公用設施	Covered 有蓋		Uncovered 露天		Total 總數	
	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (平方呎)	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (平方呎)	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (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)	720.864	7,759	—	—	720.864	7,759
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)	—	—	—	—	—	—
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)	316.670	3,409	2,124.901	22,872	2,441.571	26,281

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

備註：
上述所列以平方呎顯示之面積以 1 平方米=10.764 平方呎換算至平方呎，並四捨五入至整數，與以平方米表述之面積可能有些微差異。

21 INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT 閱覽圖則及公契

1. A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
2. A copy of the latest draft of every Deed of Mutual Covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold.
3. The inspection is free of charge.

1. 備有關於發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
2. 關於指明住宅物業的每一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存放在指明住宅物業的售樓處，以供閱覽。
3. 無須為閱覽付費。

22 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

1. Exterior Finishes

Item	Description
(a) External Wall	Finished with tiles, paint, aluminium cladding, aluminium architectural feature and natural stone
(b) Window	Aluminium window frame fitted with tinted glass for living room/dining room, kitchen (if provided), master bedroom and bedroom (if provided) Aluminium window frame fitted with frosted glass for master bathroom window (if provided) Aluminium window frame fitted with frosted glass for bathroom window (if provided)
(c) Bay Window	Not Applicable
(d) Planter	Not Applicable
(e) Verandah or Balcony	Balcony fitted with metal balustrade, Wall finished with tiles, Curb of balcony finished with tiles, Floor finished with tiles, Ceiling finished with aluminium false ceiling Balcony is covered There is no verandah
(f) Drying Facilities for Clothing	Not Applicable

1. 外部裝修物料

細項	描述
(a) 外牆	外牆裝修物料為瓷磚、油漆、鋁質飾板、鋁質建築裝飾及天然石材
(b) 窗	客廳/飯廳、廚房（如有）、主人睡房及睡房（如有）選用鋁質窗框配有色玻璃 主人浴室窗（如有）選用鋁質窗框配磨砂玻璃 浴室窗（如有）選用鋁質窗框配磨砂玻璃
(c) 窗台	不適用
(d) 花槽	不適用
(e) 陽台或露台	露台設金屬圍欄、牆身鋪砌瓷磚、露台邊鋪砌瓷磚、地台鋪砌瓷磚、天花設鋁質假天花 露台設有上蓋 沒有陽台
(f) 乾衣設施	不適用

2. Interior Finishes

Item	Description			
(a) Lobby		Type of wall finishes	Type of floor finishes	Type of ceiling finishes
	Main residential entrance lobby (G/F)	Metal, tiles, glass, plastic laminate Except areas above false ceiling level at which there are no wall finishes	Tiles	Aluminium baffle ceiling, gypsum board false ceiling with emulsion paint
	Lift lobby on each residential floor	Metal, tiles Except areas above false ceiling level at which there are no wall finishes	Tiles	Aluminium baffle ceiling, gypsum board false ceiling with emulsion paint
	Lift lobby (Basement 2 Floor and Basement 1 Floor)	Metal, tiles Except areas above false ceiling level at which there are no wall finishes	Tiles	Gypsum board false ceiling with emulsion paint
(b) Internal Wall and Ceiling		Wall		Ceiling
	Type of wall and ceiling finishes for living room, dining room and bedroom	Emulsion paint to exposed surfaces Except areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes		Emulsion paint to exposed surfaces Partial areas are equipped with gypsum board false ceiling and bulkhead and painted with emulsion paint
(c) Internal Floor		Floor and Skirting		
	Material of floor and skirting for living room, dining room and bedroom	Tiles and timber skirting		
(d) Bathroom		Wall	Floor	Ceiling
	(i) Type of wall, floor and ceiling finishes	Tiles on exposed surfaces Wall behind basin cabinet and mirror cabinet finished with tiles	Tiles	Aluminium false ceiling
	(ii) Whether the wall finishes run up to the ceiling	Run up to the level of false ceiling		

2. 室內裝修物料

細項	描述			
(a) 大堂		牆壁的裝修物料的類型	地板的裝修物料的類型	天花板的裝修物料的類型
	地下住宅入口大堂	金屬、瓷磚、玻璃及膠板 但不包括假天花以上之牆身，該處之牆身不設裝修物料	瓷磚	鋁條天花及石膏板假天花髹上乳膠漆
	各住宅樓層升降機大堂	金屬、瓷磚 但不包括假天花以上之牆身，該處之牆身不設裝修物料	瓷磚	鋁條天花及石膏板假天花髹上乳膠漆
	升降機大堂（地庫2層及地庫1層）	金屬、瓷磚 但不包括假天花以上之牆身，該處之牆身不設裝修物料	瓷磚	石膏板假天花髹上乳膠漆
(b) 內牆及天花板		牆壁		天花板
	客廳、飯廳及睡房的牆壁及天花板的裝修物料的類型	外露表面髹乳膠漆 但不包括假天花以上及裝飾橫樑遮蓋之牆身，該處之牆身不設裝修物料		外露表面髹乳膠漆 部份天花位置裝設石膏板假天花及裝飾橫樑髹上乳膠漆
(c) 內部地板		地板及牆腳線		
	客廳、飯廳及睡房的地板及牆腳線的用料	瓷磚及木腳線		
(d) 浴室		牆壁	地板	天花板
	(i) 牆壁、地板及天花板的裝修物料的類型	牆壁外露表面為瓷磚 面盆櫃及鏡櫃後之牆身為瓷磚	瓷磚	鋁質假天花
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花高度		

2. Interior Finishes

Item	Description				
(e) Kitchen			Wall	Floor	Ceiling
	(i) Type of wall, floor, ceiling and cooking bench finishes	Kitchen	Tiles on exposed surfaces Wall behind kitchen cabinet and kitchen appliances finished with tiles	Tiles	Aluminium false ceiling
		Open kitchen	Tiles on exposed surfaces, timber trim at wall corner Wall behind kitchen cabinet and kitchen appliances finished with tiles	Tiles	Emulsion paint to exposed surfaces Partial areas are equipped with gypsum board false ceiling and bulkhead and painted with emulsion paint
	(ii) Whether the wall finishes run up to the ceiling		Run up to the level of false ceiling		

2. 室內裝修物料

細項	描述				
(e) 廚房			牆壁	地板	天花板
	(i) 牆壁、地板、天花板及灶台的裝修物料的類型	廚房	牆壁外露表面為瓷磚 廚櫃範圍後及廚房設備後之牆身為瓷磚	瓷磚	鋁質假天花
		開放式廚房	牆壁外露表面為瓷磚及木條子邊角 廚櫃範圍後及廚房設備後之牆身為瓷磚	瓷磚	外露表面髹乳膠漆 部份天花位置裝設石膏板假天花及裝飾橫樑髹上乳膠漆
	(ii) 牆壁的裝修物料是否鋪至天花板		鋪至假天花高度		

3. Interior Fittings

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Entrance door of residential units	Fire-rated solid core timber swing door	Plastic laminate and metal strip and timber door frame	Lockset, door handle, door hinge, eye viewer, concealed door closer, door stopper, security door chain, bottom seal and smoke seal
	Master bedroom door (if provided) and bedroom door	Hollow core timber swing door	Plastic laminate and timber door frame	Lockset, door handle, door hinge and door stopper
	Master bathroom door (if provided) and bathroom door	Hollow core timber swing door with timber louver	Plastic laminate with timber louver and timber door frame	Lockset, door handle, door hinge and door stopper
	Kitchen door (if provided)	Fire-rated solid core timber swing door	Plastic laminate and timber door frame	Door handle, door hinge, concealed door closer, door stopper, fire-rated vision glass panel
	Balcony door or balcony and utility platform door	Glass sliding door (except the following units) Glass swing door (for the following units) Flats E & F on 2/F – 27/F of Tower 1A Flats A, B, C & D on 1/F – 27/F of Tower 1B Flats A, B, C & D on 1/F – 27/F of Tower 2A Flats E, F, J & K on 1/F – 27/F of Tower 2B	Aluminium door frame fitted with tinted glass	Lockset, door handle, door hinge(glass swing door only) and door stopper (glass swing door only)

3. 室內裝置

細項	描述			
(a) 門		用料	裝飾物料	配件
	住宅單位主入口門	防火實心木掩門	膠板飾面配金屬條及木門框	門鎖、門把手、門鉸、防盜眼、嵌入式氣鼓、門擋、防盜扣、防煙條及防煙密封條
	主人睡房門 (如有) 及睡房門	空心木掩門	膠板飾面及木門框	門鎖、門把手、門鉸及門擋
	主人浴室門 (如有) 及浴室門	空心木掩門配有木百葉	膠板飾面配木百葉及木門框	門鎖、門把手、門鉸及門擋
	廚房門 (如有)	實心防火木掩門	膠板飾面及木門框	門把手、門鉸、嵌入式氣鼓、門擋、防火玻璃視窗
	露台門或露台及工作平台門	玻璃趟門 (除以下單位) 下列單位選用玻璃掩門： 第 1A 座 2 樓至 27 樓 E 及 F 單位 第 1B 座 1 樓至 27 樓 A、B、C 及 D 單位 第 2A 座 1 樓至 27 樓 A、B、C 及 D 單位 第 2B 座 1 樓至 27 樓 E、F、J 及 K 單位	鋁門框配有色玻璃	門鎖、門把手、門鉸 (僅適用於玻璃掩門)、門擋 (僅適用於玻璃掩門)

3. Interior Fittings

Item	Description		
(b) Bathroom	(I) Type and material of fittings and equipment	Type	Material
		Vanity counter top	Solid surface material
		Basin cabinet	Timber cabinet finished with plastic laminate and stainless steel skirting
		Mirror cabinet	Timber mirror cabinet finished with plastic laminate, mirror, tempered glass shelves, metal and solid surface material shelf
		Wash basin	Vitreous china
		Water closet	Vitreous china
		Basin mixer, towel bar, toilet paper holder, towel hook, shower set, shower mixer and door handle (for shower compartment only)	Chrome-plated
		Shower curtain rod (for bathtub only)	Stainless steel
	(II) Type and material of water supply system	Cold water, hot water & flushing water	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply system. uPVC pipes are used for flushing water system
	(III) Type and material of bathing facilities (including shower or bathtub, if applicable)	All bathrooms are fitted with shower compartment and shower set	Clear tempered glass fixed panel and sliding door with chrome-plated shower mixer and shower set
		All master bathrooms (if provided) are fitted with bathtub and shower set	Enamelled steel bathtub with chrome-plated bathtub mixer and shower set
	(IV) Size of bathtub, if applicable	The size of the master bathroom bathtub: 1,500mm(L) x 700mm(W) x 390mm(H)	

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
		面盆櫃枱面	實心材料
		面盆櫃	木製面盆櫃配膠板飾面及不銹鋼腳線
		鏡櫃	木製鏡櫃配膠板飾面、鏡、強化玻璃層板、金屬及實心材料層板
		洗手盆	陶瓷
		坐廁	陶瓷
		面盆水龍頭、毛巾掛杆、廁紙架、毛巾掛勾、淋浴套件、淋浴水龍頭及門把手 (僅適用於淋浴間)	鍍鉻
		浴簾桿 (僅適用於浴缸)	不銹鋼
	(II) 供水系統的類型及用料	冷水、熱水及沖廁水	冷水喉採用銅喉管及熱水喉採用配有隔熱絕緣保護之銅喉管；沖廁水喉採用 uPVC 膠喉管
	(III) 沐浴設施 (包括花灑或浴缸 (如適用的話))	所有浴室均設有淋浴間及淋浴套件	強化清玻璃間隔及趟門，配鍍鉻花灑水龍頭及淋浴套件
		所有主人浴室 (如有) 均設有浴缸及淋浴套件	搪瓷鋼浴缸，帶鍍鉻浴缸龍頭及淋浴套件
	(IV) 浴缸大小 (如適用的話)	主人浴室之浴缸尺寸 1,500 毫米 (長) x 700 毫米 (闊) x 390 毫米 (高)	

3. Interior Fittings

Item	Description	
(c) Kitchen	(I) Material of sink unit	Stainless steel
	(II) Material of water supply system	Copper water pipes are used for cold water supply and copper water pipes with thermal insulation are used for hot water supply system
	(III) Material and finishes of kitchen cabinet	Plastic laminated timber cabinet
		Plastic laminated timber cabinet with solid surface counter top and stainless steel skirting
	(IV) Type of all other fittings and equipment	Sprinkler head(s) are installed for open kitchen. Smoke detector is installed at living room / dining room of flat with open kitchen.
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Not Applicable
Item	Description	
(e) Telephone	Location and number of connection points	Telephone connection points are provided For the 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	TV / FM outlets for local TV / FM radio programs are provided For the 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)	Single phase electricity supply with miniature circuit breaker distribution board
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed Other than those parts of the conduits concealed within concrete, the rest of them are exposed Exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, cladding, partition walls, 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	(I) 洗滌盆的用料	不銹鋼
	(II) 供水系統的用料	冷水喉採用銅喉管及熱水喉採用配有隔熱絕緣保護之銅喉管
	(III) 廚櫃的用料及裝修物料	木製櫃配膠板飾面
		實心材料檯面、木製櫃配膠板飾面及不銹鋼腳線
	(IV) 所有其他裝置及設備的類型	消防花灑頭安裝於開放式廚房 煙霧探測器安裝於設有開放式廚房之單位的客廳/飯廳
(d) 睡房	裝置 (包括嵌入式衣櫃) 的類型及用料	不適用
細項	描述	
(e) 電話	接駁點的位置及數目	已提供電話接駁點 有關接駁點位置及數目，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	已提供電視及電台插座接收本地電視及電台節目 有關接駁點位置及數目，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)	單相供電與斷路器配電箱
	(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、裝飾橫樑、貯存櫃、飾面、分間牆、管道槽或其他物料遮蓋或掩藏
	(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」

3. Interior Fittings

Item	Description					
(h) Gas supply	Type	Towngas				
	System	Gas meter with Towngas supply pipe is provided and connected to gas cooking hob and gas water heater – applicable to the following flat(s): (Please refer to the “Appliances Schedule” for the locations of the gas cooking hob and gas water heater.)				
	Location	Tower	Floor	Gas water heater	Gas cooking hob	Towngas supply pipe spare for gas cooking hob
		Tower 1A	2/F to 27/F	Flat A to Flat J; Flat K	Flat B to Flat D; Flat H	Flat A; Flat E; Flat F; Flat G; Flat J; Flat K
		Tower 1B	1/F	Flat A to Flat H	Flat E to Flat H	Flat A to Flat D
			2/F to 27/F	Flat A to Flat H	Flat E to Flat H	Flat A to Flat D
		Tower 2A	1/F	Flat A to Flat H	Flat E to Flat H	Flat A to Flat D
			2/F to 27/F	Flat A to Flat H	Flat E to Flat H	Flat A to Flat D
		Tower 2B	1/F	Flat A to Flat F; Flat J; Flat K	Flat B to Flat D	Flat A; Flat E; Flat F; Flat J; Flat K
			2/F to 27/F	Flat A to Flat J; Flat K	Flat B to Flat D; Flat H	Flat A; Flat E; Flat F; Flat G; Flat J; Flat K

3. 室內裝置

細項	描述					
(h) 氣體供應	類型	煤氣				
	系統	提供煤氣錶連煤氣喉接駁煤氣煮食爐及煤氣熱水爐 – 適用於以下單位：(煤氣煮食爐及煤氣熱水爐位置請參閱「設備說明表」)				
	位置	座數	樓層	煤氣熱水爐	煤氣煮食爐	備用煤氣喉供煤氣煮食爐
		第 1A 座	2 樓至 27 樓	A 單位至 J 單位；K 單位	B 單位至 D 單位；H 單位	A 單位；E 單位；F 單位；G 單位；J 單位；K 單位
		第 1B 座	1 樓	A 單位至 H 單位	E 單位至 H 單位	A 單位至 D 單位
			2 樓至 27 樓	A 單位至 H 單位	E 單位至 H 單位	A 單位至 D 單位
		第 2A 座	1 樓	A 單位至 H 單位	E 單位至 H 單位	A 單位至 D 單位
			2 樓至 27 樓	A 單位至 H 單位	E 單位至 H 單位	A 單位至 D 單位
		第 2B 座	1 樓	A 單位至 F 單位；J 單位；K 單位	B 單位至 D 單位	A 單位；E 單位；F 單位；J 單位；K 單位
			2 樓至 27 樓	A 單位至 J 單位；K 單位	B 單位至 D 單位；H 單位	A 單位；E 單位；F 單位；G 單位；J 單位；K 單位

3. Interior Fittings

Item	Description	
(i) Washing Machine Connection Point	Location	Please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”
	Design	22mm diameter water point and 40mm diameter drain point
(j) Water Supply	(i) Material of water pipes	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply system, UPVC pipes are used for flushing water system
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed Other than those parts of the pipes concealed within concrete, the rest of them are exposed Exposed pipes may be covered or hidden by false ceilings, bulkheads, cabinets, cladding, partition walls, pipe ducts or other materials
	(iii) Whether hot water is available	Hot water is provided to kitchen or open kitchen and bathroom and/or master bathroom

3. 室內裝置

細項	描述	
(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	直徑 22 毫米來水接駁喉位及直徑 40 毫米去水接駁喉位
(j) 供水	(i) 水管的用料	冷水喉採用銅喉管及熱水喉採用配有隔熱絕緣保護之銅喉管；沖廁水喉採用 UPVC 膠喉管
	(ii) 水管是隱藏或外露	水管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、裝飾橫樑、貯存櫃、飾面、分間牆、管道槽或其他物料遮蓋或掩藏
	(iii) 有否熱水供應	廚房或開放式廚房及浴室及/或主人浴室供應熱水

4. Miscellaneous

Item	Description				
(a) Lifts	Residential Lifts				
	Tower	Tower 1A	Tower 1B	Tower 2A	Tower 2B
	(i) Brand name	Schindler			
	(ii) Model number	Schindler 5500 MMR			
	(iii) Number of lifts	3	3	3	3
	(iv) Floors served by the lifts	Lift L1 to Lift L3 serving Basement 2 Floor, G/F, 2/F to 27/F	Lift L4 to Lift L6 serving Basement 2 Floor to 27/F	Lift L7 to Lift L9 serving Basement 2 Floor to 27/F	Lift L10 to Lift L12 serving Basement 2 Floor to 27/F
(b) Letter Box	Material	Stainless steel			
(c) Refuse Collection	(i) Means of refuse collection	By cleaners / FEHD's refuse collection vehicles			
	(ii) Location of refuse room	Refuse storage and material recovery rooms are provided in common area of each residential floor; please refer to "Floor Plans of Residential Properties in the Development" of this Sales Brochure for location of refuse storage and material recovery rooms, refuse storage and material recovery chamber is provided on G/F			

4. 雜項

細項	描述				
(a) 升降機	住宅升降機				
	座數	第 1A 座	第 1B 座	第 2A 座	第 2B 座
	(i) 品牌名稱	迅達			
	(ii) 產品型號	Schindler 5500 MMR			
	(iii) 升降機的數目	3	3	3	3
	(iv) 到達的樓層	升降機L1至升降機L3來往地庫2層、地下、2樓至27樓	升降機L4至升降機L6來往地庫2層至27樓	升降機L7至升降機L9來往地庫2層至27樓	升降機L10至升降機L12來往地庫2層至27樓
(b) 信箱	用料	不銹鋼			
(c) 垃圾收集	(i) 垃圾收集的方法	清潔工收集/食環署垃圾收集車收集			
	(ii) 垃圾房的位置	每個住宅樓層的公用地方均設有垃圾及物料回收房；有關垃圾及物料回收房的位置，請參閱本售樓說明書的「發展項目的住宅物業的樓面平面圖」，地下設有垃圾及物料回收室			

4. Miscellaneous

Item	Description					
(d) Water Meter, Electricity Meter and Gas Meter	(i) Location	Water meter	Inside common water meter cabinet on each residential floor			
		Electricity meter	Inside common electrical meter room on each residential floor			
		Gas meter	Inside the respective location of the following flat(s) :			
			Tower	Floor	Inside kitchen	Inside balcony and utility platform (if provided) or balcony (if provided)
			Tower 1A	2/F to 27/F	Flat B to Flat D; Flat H	Flat A; Flat E; Flat F; Flat G; Flat J; Flat K
			Tower 1B	1/F	Flat E to Flat H	Flat A to Flat D
				2/F to 27/F	Flat E to Flat H	Flat A to Flat D
			Tower 2A	1/F	Flat E to Flat H	Flat A to Flat D
				2/F to 27/F	Flat E to Flat H	Flat A to Flat D
			Tower 2B	1/F	Flat B to Flat D	Flat A; Flat E; Flat F; Flat J; Flat K
				2/F to 27/F	Flat B to Flat D; Flat H	Flat A; Flat E; Flat F; Flat G; Flat J; Flat K
	(ii) Whether they are separate or communal meters for residential properties	Water meter	Separate meter			
		Electricity meter	Separate meter			
		Gas meter	Separate meter			

4. 雜項

細項	描述					
(d) 水錶、電錶及氣體錶	(i) 位置	水錶	每個住宅樓層之公共水錶櫃			
		電錶	每個住宅樓層之公共電錶房			
		氣體錶	以下單位的位置內：			
			座數	樓層	位於廚房內	位於露台及工作平台內 (如提供) 或位於露台內 (如提供)
			第 1A 座	2樓至 27樓	B單位至D單位；H單位	A單位；E單位；F單位；G單位；J單位；K單位
			第 1B 座	1樓	E單位至H單位	A單位至D單位
				2樓至 27樓	E單位至H單位	A單位至D單位
			第 2A 座	1樓	E單位至H單位	A單位至D單位
				2樓至 27樓	E單位至H單位	A單位至D單位
			第 2B 座	1樓	B單位至D單位	A單位；E單位；F單位；J單位；K單位
				2樓至 27樓	B單位至D單位；H單位	A單位；E單位；F單位；G單位；J單位；K單位
	(ii) 就住宅單位而言是獨立抑或公用的錶	水錶	獨立錶			
		電錶	獨立錶			
		氣體錶	獨立錶			

5. Security Facilities

Item		Description	
Security Facilities	Security system and equipment (including details of built-in provisions and their locations)	Entrance access control and security system	Smart card access control system is provided at Basement 2 Floor and Basement 1 Floor lift lobbies and G/F main residential entrance lobbies and clubhouse for residents’ access
		CCTV	CCTV system is provided at Basement 2 Floor and Basement 1 Floor lift lobbies and G/F main residential entrance lobbies, lift car cages, clubhouse, common areas, staircase exits at roof and boundary fence wall connecting to G/F guard house and management office

6. Appliances

Description
For brand name and model number, please refer to the “Appliances Schedule”

In relation to items 4(a) and 6 in the Development specified in the above table, 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.

5. 保安設施

細項		描述	
保安設施	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	地庫2層及地庫1層升降機大堂及地下住宅入口大堂及會所設有智能咭通道控制系統供住客出入
		閉路電視	地庫2層及地庫1層升降機大堂及地下住宅入口大堂、升降機內、會所、公用地方、天台之樓梯出口及邊界圍牆均設有閉路電視連接地下保安室及管理處

6. 設備

描述
有關品牌名稱及產品型號，請參閱「設備說明表」

有關於發展項目在上述列表所指明之第4(a)及第6細項，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。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 1A 第1A座										Tower 1B 第1B座															
				2/F to 27/F 2樓至27樓										1/F 1樓								2/F to 27/F 2樓至27樓							
				A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Split Type Air-conditioner 分體式空調機	Living Room / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-13J2KV-HK	—	—	—	✓	✓	✓	✓	✓	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
			RAS-M22N4KV	✓	✓	✓	—	—	—	—	—	—	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
	Master Bedroom 主人睡房		RAS-M10N4KV	✓	—	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
			RAS-M13N4KV	—	✓	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
	Bedroom 1 睡房1		RAS-M10N4KV	—	✓	✓	✓	✓	✓	✓	✓	✓	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
	Bedroom 2 睡房2		RAS-M10N4KV	—	✓	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—		
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RAS-13J2AV-HK	—	—	—	✓	✓	✓	✓	✓	✓	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
			RAS-2M18S3AV-E	—	—	—	✓	✓	✓	✓	✓	✓	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
			RAS-3M26S3AV-E	✓	✓	✓	—	—	—	—	—	—	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
			RAS-5M34S3AV-E	—	✓	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Exhaust Fan 抽氣扇	Master Bathroom 主人浴室	KDK	15WHC07	—	✓	✓	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
	Bathroom 浴室	Panasonic 樂聲牌	FV-27CMH1	—	—	—	—	✓	✓	—	—	✓	—	✓	✓	—	—	—	—	✓	✓	✓	—	—	—	—	✓		
		KDK	15WHC07	✓	✓	✓	✓	—	—	✓	✓	—	✓	—	—	✓	✓	✓	✓	—	—	—	✓	✓	✓	✓	—		
	Kitchen 廚房	KDK	15WHC07	—	✓	✓	✓	—	—	—	✓	—	—	—	—	—	✓	✓	✓	✓	—	—	—	—	✓	✓	✓		
Built-in Type Gas Cooking Hob 嵌入式煤氣煮食爐	Kitchen 廚房	TEKA	GD LUX 76 2G	—	✓	✓	✓	—	—	—	✓	—	—	—	—	—	✓	✓	✓	✓	—	—	—	—	✓	✓	✓		

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.

- Notes:
- “✓” means such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol “-” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- “✓”表示此設備於該住宅單位內提供及/或安裝。
 - 上表“-”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 1A 第1A座										Tower 1B 第1B座															
				2/F to 27/F 2樓至27樓										1/F 1樓								2/F to 27/F 2樓至27樓							
				A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Built-in Type Electric Induction Hob 嵌入式電磁爐	Open Kitchen 開放式廚房	TEKA	IBS 32930	✓	–	–	–	✓	✓	✓	–	✓	✓	✓	–	–	–	–	–	–	✓	–	–	–	–	–	–	–	
			IBC 7320 D	–	–	–	–	–	–	–	–	–	–	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	–	
Cooker Hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco	GH1109 SNL	–	✓	✓	✓	–	–	–	✓	–	–	–	✓	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	✓	✓	
			GH1206 SNL	✓	–	–	–	✓	✓	✓	–	✓	✓	✓	–	–	–	–	–	–	–	✓	–	–	–	–	–	–	
Gas Water Heater 煤氣熱水爐	Kitchen / Open Kitchen 廚房/開放式廚房	TGC	TRJW222TFQL	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–		
			TRJW162TFQL	–	–	–	✓	–	–	–	✓	–	–	–	–	–	–	✓	✓	✓	✓	–	–	–	–	✓	✓	✓	✓
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RBOX16QL/RBOX16QR	✓	–	–	–	✓	✓	✓	–	✓	✓	✓	✓	✓	✓	–	–	–	–	✓	✓	✓	✓	–	–	–	–

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.

- Notes:
1. “✓” means such appliance(s) is/are provided and/or installed in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
1. “✓”表示此設備於該住宅單位內提供及/或安裝。

2. 上表“–”代表不適用。

3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2A 第2A座															
				1/F 1樓								2/F to 27/F 2樓至27樓							
				A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Split Type Air-conditioner 分體式空調機	Living Room / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-13J2KV-HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Master Bedroom 主人睡房		RAS-M10N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Bedroom 1 睡房1		RAS-M10N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RAS-13J2AV-HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
			RAS-2M18S3AV-E	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Exhaust Fan 抽氣扇	Bathroom 浴室	Panasonic 樂聲牌	FV-27CMH1	✓	✓	—	—	—	—	—	✓	✓	✓	—	—	—	—	—	✓
		KDK	15WHC07	—	—	✓	✓	✓	✓	✓	—	—	—	✓	✓	✓	✓	✓	—
	Kitchen 廚房	KDK	15WHC07	—	—	—	—	✓	✓	✓	✓	—	—	—	—	✓	✓	✓	✓
Built-in Type Gas Cooking Hob 嵌入式煤氣煮食爐	Kitchen 廚房	TEKA	GD LUX 76 2G	—	—	—	—	✓	✓	✓	✓	—	—	—	—	✓	✓	✓	✓
Built-in Type Electric Induction Hob 嵌入式電磁爐	Open Kitchen 開放式廚房	TEKA	IBS 32930	✓	—	—	—	—	—	—	—	✓	—	—	—	—	—	—	—
			IBC 7320 D	—	✓	✓	✓	—	—	—	—	—	✓	✓	✓	—	—	—	—
Cooker Hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco	GH1109 SNL	—	✓	✓	✓	✓	✓	✓	✓	—	✓	✓	✓	✓	✓	✓	✓
			GH1206 SNL	✓	—	—	—	—	—	—	—	✓	—	—	—	—	—	—	—

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.

- Notes:
- “✓” means such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol “—” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- “✓”表示此設備於該住宅單位內提供及/或安裝。
 - 上表“—”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2A 第2A座															
				1/F 1樓								2/F to 27/F 2樓至27樓							
				A	B	C	D	E	F	G	H	A	B	C	D	E	F	G	H
Gas Water Heater 煤氣熱水爐	Kitchen / Open Kitchen 廚房/開放式廚房	TGC	TRJW162TFQL	–	–	–	–	✓	✓	✓	✓	–	–	–	–	✓	✓	✓	✓
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RBOX16QL/RBOX16QR	✓	✓	✓	✓	–	–	–	–	✓	✓	✓	✓	–	–	–	–

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.

- Notes:
1. “✓” means such appliance(s) is/are provided and/or installed in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
1. “✓”表示此設備於該住宅單位內提供及/或安裝。

2. 上表“–”代表不適用。

3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2B 第2B座																	
				1/F 1樓								2/F to 27/F 2樓至27樓									
				A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Split Type Air-conditioners 分體式空調機	Living Room / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-13J2KV-HK	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	✓	✓	✓	✓
			RAS-M22N4KV	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	–	–	–	–
	Master Bedroom 主人睡房		RAS-M10N4KV	✓	–	–	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓	✓	✓	✓
			RAS-M13N4KV	–	✓	✓	–	–	–	–	–	–	✓	✓	–	–	–	–	–	–	–
	Bedroom 1 睡房1		RAS-M10N4KV	–	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Bedroom 2 睡房2		RAS-M10N4KV	–	✓	✓	–	–	–	–	–	–	✓	✓	–	–	–	–	–	–	–
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RAS-13J2AV-HK	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	✓	✓	✓	✓
			RAS-2M18S3AV-E	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	✓	✓	✓	✓
			RAS-3M26S3AV-E	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	–	–	–	–
RAS-5M34S3AV-E		–	✓	✓	–	–	–	–	–	–	✓	✓	–	–	–	–	–	–	–		
Exhaust Fan 抽氣扇	Master Bathroom 主人浴室	KDK	15WHC07	–	✓	✓	–	–	–	–	–	–	✓	✓	–	–	–	–	–	–	
	Bathroom 浴室	Panasonic 樂聲牌	FV-27CMH1	–	–	–	–	✓	✓	✓	✓	–	–	–	–	✓	✓	–	–	✓	✓
		KDK	15WHC07	✓	✓	✓	✓	–	–	–	–	✓	✓	✓	✓	–	–	✓	✓	–	–
	Kitchen 廚房	KDK	15WHC07	–	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	✓	–	–
Built-in Type Gas Cooking Hobs 嵌入式煤氣煮食爐	Kitchen 廚房	TEKA	GD LUX 76 2G	–	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	✓	–	–

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.

- Notes:
- “✓” means such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- “✓”表示此設備於該住宅單位內提供及/或安裝。
 - 上表“–”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2B 第2B座																	
				1/F 1樓								2/F to 27/F 2樓至27樓									
				A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Built-in Type Electric Induction Hob 嵌入式電磁爐	Open Kitchen 開放式廚房	TEKA	IBS 32930	✓	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	–	✓	✓
Cooker Hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco	GH1109 SNL	–	✓	✓	✓	–	–	–	–	–	✓	✓	✓	–	–	–	✓	–	–
			GH1206 SNL	✓	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	–	✓	✓
Gas Water Heater 煤氣熱水爐	Kitchen / Open Kitchen 廚房/開放式廚房	TGC	TRJW222TFQL	–	✓	✓	–	–	–	–	–	–	✓	✓	–	–	–	–	–	–	–
			TRJW162TFQL	–	–	–	✓	–	–	–	–	–	–	–	✓	–	–	–	✓	–	–
	Balcony and Utility Platform / Balcony 露台及工作平台/露台		RBOX16QL/RBOX16QR	✓	–	–	–	✓	✓	✓	✓	✓	–	–	–	✓	✓	✓	–	✓	✓

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。

- Notes:

1. “✓” means such appliance(s) is/are provided and/or installed in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.
- 備註：

1. “✓”表示此設備於該住宅單位內提供及/或安裝。

2. 上表“–”代表不適用。

3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1A 第1A座									
		2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	G	H	J	K
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1
Living Room / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Point 燈位	2	3	3	3	3	3	3	3	3	2
	Lighting Switch 燈掣	4	5	5	5	5	5	5	5	5	4
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	2	2	2	2	2	2	2	2	2	2
	TV and FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13安培單位電插座	–	1	1	1	–	–	–	1	–	–
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3	3	3
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	–	2	2	2	1	1	1	2	1	–
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	–	–	–	1	1	1	–	1	1
	Miniature Circuit Breaker Board 總配電箱	1	–	–	–	1	1	1	–	1	1
Master Bedroom 主人睡房	Switch for Gas Water Heater 開關掣供煤氣熱水爐	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	2	2	2	1	1	1	1	1	1	2
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	1	1	1	–	–	–	–	–	–	1
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	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.

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
 - 上表“–”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1A 第1A座									
		2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	G	H	J	K
Bedroom 1 睡房1	Lighting Point 燈位	–	1	1	1	1	1	1	1	1	–
	Lighting Switch 燈掣	–	1	1	1	1	1	1	1	1	–
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	–	1	1	1	1	1	1	1	1	–
	TV and FM Outlet 電視及電台插座	–	1	1	1	1	1	1	1	1	–
	13A Twin Socket Outlet 13安培雙位電插座	–	2	2	2	2	2	2	2	2	–
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	–	1	1	1	1	1	1	1	1	–
Bedroom 2 睡房2	Lighting Point 燈位	–	1	1	–	–	–	–	–	–	–
	Lighting Switch 燈掣	–	1	1	–	–	–	–	–	–	–
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	–	1	1	–	–	–	–	–	–	–
	TV and FM Outlet 電視及電台插座	–	1	1	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13安培雙位電插座	–	2	2	–	–	–	–	–	–	–
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	–	1	1	–	–	–	–	–	–	–
Master Bathroom 主人浴室	Lighting Point 燈位	–	3	3	–	–	–	–	–	–	–
	13A Single Socket Outlet 13安培單位電插座	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶（備用）	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	–	1	1	–	–	–	–	–	–	–
	Gas Water Heater Controller 煤氣熱水爐控制器	–	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.

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “–” as shown in the above table denotes “Not applicable”.
- Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

備註：

- 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
- 上表“–”代表不適用。
- 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1A 第1A座									
		2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	G	H	J	K
Bathroom 浴室	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶 (備用)	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	1	3	3	3	1	1	1	3	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	–	–	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	2	2	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Cooking Hob 接線座連保險絲供煤氣煮食爐	–	1	1	1	–	–	–	1	–	–
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	–	1	1	1	–	–	–	1	–	–
	Connection Unit for Electric Induction Hob 接線座供電磁爐	1	–	–	–	1	1	1	–	1	1
	Connection Unit for Electric Induction Hob (Spare) 接線座供電磁爐 (備用)	–	1	1	1	–	–	–	1	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	–	1	1	1	–	–	–	1	–	–
	13A Single Socket Outlet for Refrigerator 13 安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Microwave Oven 13 安培單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13 安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1
	Water Supply Connection Point for Washing Machine 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1
	Drainage Connection Point for Washing Machine 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cabinet Light 接線座連保險絲供廚櫃燈	2	2	2	2	2	2	1	2	2	2

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。

Notes:
1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol “–” as shown in the above table denotes “Not applicable”.
3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

備註：
1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
2. 上表“–”代表不適用。
3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1A 第1A座									
		2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	G	H	J	K
Kitchen / Open Kitchen 廚房/開放式廚房	Door Bell 門鐘	–	1	1	1	–	–	–	1	–	–
	Miniature Circuit Breaker Board 總配電箱	–	1	1	1	–	–	–	1	–	–
	Gas Water Heater 煤氣熱水爐	–	1	1	1	–	–	–	1	–	–
	Town Gas Supply Connection Point for Gas Hob 煤氣供應接駁點供煤氣煮食爐	–	1	1	1	–	–	–	1	–	–
	Town Gas Supply Connection Point for Gas Hob (Spare) 煤氣供應接駁點供煤氣煮食爐 (備用)	1	–	–	–	1	1	1	–	1	1
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	–	1	1	1	–	–	–	1	–	–
Balcony and Utility Platform / Balcony 露台及工作平台/露台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater 煤氣熱水爐	1	–	–	–	1	1	1	–	1	1
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	1	–	–	–	1	1	1	–	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	–	–	–	1	1	1	–	1	1
	20A Isolator for A/C Outdoor Unit 20安培開關供空調機室外機	1	2	2	2	2	2	2	2	2	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。

- Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.
- 備註：

1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。

2. 上表“–”代表不適用。

3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。
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Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1B 第1B座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1
Living Room / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Point 燈位	3	3	3	3	3	3	4	3
	Lighting Switch 燈掣	5	5	5	5	5	5	5	5
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	2	2	2	2	2	2	2	2
	TV and FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13安培單位電插座	—	—	—	—	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	1	1	1	1	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	1	1	1	—	—	—	—
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	—	—	—	—
	Switch for Gas Water Heater 開關掣供煤氣熱水爐	1	1	1	1	1	1	1	1
Master Bedroom 主人睡房	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	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.

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol “—” as shown in the above table denotes “Not applicable”.
3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

備註：

1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
2. 上表“—”代表不適用。
3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1B 第1B座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Bedroom 1 睡房1	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1
Bathroom 浴室	Lighting Point 燈位	3	3	3	3	3	3	3	3
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶 (備用)	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	1	2	2	2	3	3	3	3
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Cooking Hob 接線座連保險絲供煤氣煮食爐	—	—	—	—	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	—	—	—	—	1	1	1	1
	Connection Unit for Electric Induction Hob 接線座供電磁爐	1	1	1	1	—	—	—	—
	Connection Unit for Electric Induction Hob (Spare) 接線座供電磁爐 (備用)	—	—	—	—	1	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。

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “—” as shown in the above table denotes “Not applicable”.

3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

備註：

1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。

2. 上表“—”代表不適用。

3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 1B 第1B座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Kitchen / Open Kitchen 廚房/開放式廚房	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	—	—	—	—	1	1	1	1
	13A Single Socket Outlet for Refrigerator 13安培單位電插座供雪櫃	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Microwave Oven 13安培單位電插座供微波爐	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13安培單位電插座供洗衣機	1	1	1	1	1	1	1	1
	Water Supply Connection Point for Washing Machine 洗衣機來水接駁點	1	1	1	1	1	1	1	1
	Drainage Connection Point for Washing Machine 洗衣機去水接駁點	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cabinet Light 接線座連保險絲供廚櫃燈	2	2	2	2	2	2	2	2
	Door Bell 門鐘	—	—	—	—	1	1	1	1
	Miniature Circuit Breaker Board 總配電箱	—	—	—	—	1	1	1	1
	Gas Water Heater 煤氣熱水爐	—	—	—	—	1	1	1	1
	Town Gas Supply Connection Point for Gas Hob 煤氣供應接駁點供煤氣煮食爐	—	—	—	—	1	1	1	1
	Town Gas Supply Connection Point for Gas Hob (Spare) 煤氣供應接駁點供煤氣煮食爐 (備用)	1	1	1	1	—	—	—	—
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	—	—	—	—	1	1	1	1
Balcony and Utility Platform / Balcony 露台及工作平台/露台	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Gas Water Heater 煤氣熱水爐	1	1	1	1	—	—	—	—
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	1	1	1	1	—	—	—	—
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	1	1	1	—	—	—	—
	20A Isolator for A/C Outdoor Unit 20安培開關供空調機室外機	2	2	2	2	2	2	2	2

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.

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “—” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
 - 上表“—”代表不適用。
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Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2A 第2A座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1
Living Room / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Point 燈位	3	3	3	3	3	3	4	3
	Lighting Switch 燈掣	5	5	5	5	5	5	5	5
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	2	2	2	2	2	2	2	2
	TV and FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13安培單位電插座	—	—	—	—	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	1	1	1	1	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	1	1	1	—	—	—	—
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	—	—	—	—
Master Bedroom 主人睡房	Switch for Gas Water Heater 開關掣供煤氣熱水爐	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	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.

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Notes:
1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol “—” as shown in the above table denotes “Not applicable”.
3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

備註：
1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
2. 上表“—”代表不適用。
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Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2A 第2A座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Bedroom 1 睡房1	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1
Bathroom 浴室	Lighting Point 燈位	3	3	3	3	3	3	3	3
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶（備用）	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	1	2	2	2	3	3	3	3
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Cooking Hob 接線座連保險絲供煤氣煮食爐	—	—	—	—	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	—	—	—	—	1	1	1	1
	Connection Unit for Electric Induction Hob 接線座供電磁爐	1	1	1	1	—	—	—	—
	Connection Unit for Electric Induction Hob (Spare) 接線座供電磁爐（備用）	—	—	—	—	1	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.

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “—” as shown in the above table denotes “Not applicable”.
- Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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備註：

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- 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 2A 第2A座							
		1/F to 27/F 1樓至27樓							
	Flat 單位	A	B	C	D	E	F	G	H
Kitchen / Open Kitchen 廚房/開放式廚房	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	—	—	—	—	1	1	1	1
	13A Single Socket Outlet for Refrigerator 13安培單位電插座供雪櫃	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Microwave Oven 13安培單位電插座供微波爐	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13安培單位電插座供洗衣機	1	1	1	1	1	1	1	1
	Water Supply Connection Point for Washing Machine 洗衣機來水接駁點	1	1	1	1	1	1	1	1
	Drainage Connection Point for Washing Machine 洗衣機去水接駁點	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cabinet Light 接線座連保險絲供廚櫃燈	2	2	2	2	2	2	2	2
	Door Bell 門鐘	—	—	—	—	1	1	1	1
	Miniature Circuit Breaker Board 總配電箱	—	—	—	—	1	1	1	1
	Gas Water Heater 煤氣熱水爐	—	—	—	—	1	1	1	1
	Town Gas Supply Connection Point for Gas Hob 煤氣供應接駁點供煤氣煮食爐	—	—	—	—	1	1	1	1
	Town Gas Supply Connection Point for Gas Hob (Spare) 煤氣供應接駁點供煤氣煮食爐 (備用)	1	1	1	1	—	—	—	—
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	—	—	—	—	1	1	1	1
Balcony and Utility Platform / Balcony 露台及工作平台/露台	Lighting Point 燈位	1	1	1	1	1	1	1	1
	Gas Water Heater 煤氣熱水爐	1	1	1	1	—	—	—	—
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	1	1	1	1	—	—	—	—
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	1	1	1	—	—	—	—
	20A Isolator for A/C Outdoor Unit 20安培開關供空調機室外機	2	2	2	2	2	2	2	2

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.

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
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3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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備註：

1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
2. 上表“—”代表不適用。
3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 2B 第2B座																	
		1/F 1樓								2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Point 燈位	2	3	3	3	3	3	3	3	2	3	3	3	3	3	3	3	3	3
	Lighting Switch 燈掣	4	5	5	5	5	5	5	5	4	5	5	5	5	5	5	5	5	5
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV and FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13安培單位電插座	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	–	2	2	2	1	1	1	1	–	2	2	2	1	1	1	2	1	1
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Miniature Circuit Breaker Board 總配電箱	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Switch for Gas Water Heater 開關掣供煤氣熱水爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Master Bedroom 主人睡房	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	2	2	2	1	1	1	1	1	2	2	2	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Exhaust Fan or Thermo Ventilator 開關掣供抽氣扇或浴室寶	1	1	1	–	–	–	–	–	1	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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.

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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 - 上表“–”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 2B 第2B座																	
		1/F 1樓								2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Bedroom 1 睡房1	Lighting Point 燈位	–	1	1	1	1	1	1	1	–	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	–	1	1	1	1	1	1	1	–	1	1	1	1	1	1	1	1	1
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	–	1	1	1	1	1	1	1	–	1	1	1	1	1	1	1	1	1
	TV and FM Outlet 電視及電台插座	–	1	1	1	1	1	1	1	–	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	–	2	2	2	2	2	2	2	–	2	2	2	2	2	2	2	2	2
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	–	1	1	1	1	1	1	1	–	1	1	1	1	1	1	1	1	1
Bedroom 2 睡房2	Lighting Point 燈位	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Lighting Switch 燈掣	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Reserved Connection Point for Telephone and Internet Service 預留接駁位供固網電話及互聯網	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	TV and FM Outlet 電視及電台插座	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13安培雙位電插座	–	2	2	–	–	–	–	–	–	2	2	–	–	–	–	–	–	–
	Fused Spur Unit for A/C Indoor Unit 接線座連保險絲供空調機室內機	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
Master Bathroom 主人浴室	Lighting Point 燈位	–	3	3	–	–	–	–	–	–	3	3	–	–	–	–	–	–	–
	13A Single Socket Outlet 13安培單位電插座	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶 (備用)	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	–	1	1	–	–	–	–	–	–	1	1	–	–	–	–	–	–	–
	Gas Water Heater Controller 煤氣熱水爐控制器	–	1	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。

- Notes:
- 備註：
1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol “–” as shown in the above table denotes “Not applicable”.
3. Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

1. 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
2. 上表“–”代表不適用。
3. 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 2B 第2B座																	
		1/F 1樓								2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Bathroom 浴室	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Thermo Ventilator (Spare) 接線座連保險絲供浴室寶 (備用)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Light 接線座連保險絲供鏡燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	1	3	3	3	1	1	1	1	1	3	3	3	1	1	1	3	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	–	–	1	1	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	2	2	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Cooking Hob 接線座連保險絲供煤氣煮食爐	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Connection Unit for Electric Induction Hob 接線座供電磁爐	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Connection Unit for Electric Induction Hob (Spare) 接線座供電磁爐 (備用)	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	13A Single Socket Outlet for Refrigerator 13 安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Microwave Oven 13 安培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
	13A Single Socket Outlet for Washing Machine 13 安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Supply Connection Point for Washing Machine 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Drainage Connection Point for Washing Machine 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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.

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
 - 上表“–”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

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

Location 位置	Tower and Floor 座數及樓層	Tower 2B 第2B座																	
		1/F 1樓								2/F to 27/F 2樓至27樓									
	Flat 單位	A	B	C	D	E	F	J	K	A	B	C	D	E	F	G	H	J	K
Kitchen / Open Kitchen 廚房/開放式廚房	Fused Spur Unit for Cabinet Light 接線座連保險絲供廚櫃燈	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	2	2	2
	Door Bell 門鐘	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Miniature Circuit Breaker Board 總配電箱	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Gas Water Heater 煤氣熱水爐	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Town Gas Supply Connection Point for Gas Hob 煤氣供應接駁點供煤氣煮食爐	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
	Town Gas Supply Connection Point for Gas Hob (Spare) 煤氣供應接駁點供煤氣煮食爐 (備用)	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	–	1	1	1	–	–	–	–	–	1	1	1	–	–	–	1	–	–
Balcony and Utility Platform / Balcony 露台及工作平台/露台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater 煤氣熱水爐	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Town Gas Supply Connection Point for Gas Water Heater 煤氣供應接駁點供煤氣熱水爐	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	–	–	–	1	1	1	1	1	–	–	–	1	1	1	–	1	1
	20A Isolator for A/C Outdoor Unit 20 安培開關供空調機室外機	1	2	2	2	2	2	2	2	1	2	2	2	2	2	2	2	2	2

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.

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flats on 1/F of Tower 1A are omitted; Flat I on 2/F to 27/F of Tower 1A is omitted. Flat G, H and I on 1/F of Tower 2B are omitted; Flat I on 2/F to 27/F of Tower 2B is omitted.

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。

- 備註：
- 以上說明表所顯示的“1、2、3、...”表示提供於該住宅單位內的裝置數量。
 - 上表“–”代表不適用。
 - 第1A座之1樓不設單位，第1A座之2樓至27樓不設「I」單位。第2B座之1樓不設「G」、「H」及「I」單位，第2B座之2樓至27樓不設「I」單位。

23 SERVICE AGREEMENTS 服務協議

- Potable water and flushing water is supplied by Water Supplies Department.
- Electricity is supplied by CLP Power Hong Kong Limited.
- Towngas is supplied by The Hong Kong and China Gas Company Limited.

- 食水及沖廁水由水務署供應。
- 電力由中華電力有限公司供應。
- 煤氣由香港中華煤氣有限公司供應。

24 GOVERNMENT RENT 地稅

The owner will pay or has paid (as the case may be) all outstanding Government rent in respect of the Lot on which the Development is erected, from the date of the Land Grant up to and including the date of the respective assignments of residential properties to the purchasers.

擁有人將會繳付或已繳付（視屬何情況而定）有關已興建發展項目的該地段由批地文件之日期起計直至住宅物業之轉讓契約之日期（包括簽立轉讓契約當日）期間之所有地稅。

25 MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

1. On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas.
2. On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

Note:

On that delivery, the purchaser should pay to the Manager of the Development and not the owner the debris removal fee under the Deed of Mutual Covenant and where the owner has paid that debris removal fee, the purchaser shall reimburse the owner for the same.

1. 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補還水、電力及氣體的按金。
2. 在交付時，買方無須向擁有人支付清理廢料的費用。

備註：

在交付時，買方須根據公契向發展項目的管理人支付而不須向擁有人支付清理廢料的費用，而如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

26 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 specified residential property, remedy any defects to the residential property, or the fittings, finishes or appliances incorporated into the residential property as set out in the agreement for sale and purchase, 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指明住宅物業之買賣成交日期後的6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。

1. The Land Grant requires the owners of the residential properties in the Development to maintain slopes at their own cost.

(a) Terms of the requirement:

Special Condition No. (45) 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. (44) 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 supports, 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 or professional fees and charges.”
- (b) Each of the owners is obliged to contribute towards the costs of the maintenance work.
- (c) A plan showing the slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated. Please refer to the Plan in this section for the Maintenance of Slopes.
- (d) Under the Deed of Mutual Covenant, the manager of the Development has the owners’ authority to carry out the maintenance work.

Clause 44 of Subsection A of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development stipulates that:

- “(a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of any and all slopes, slope treatment works, retaining walls and other structures within or outside the Land (collectively “the Slopes and Retaining Walls”) as shown coloured Green on the GROUND FLOOR RETAINING STRUCTURES PLAN (Drawing No. DMC-207) certified as to its accuracy by the Authorized Person and attached to this Deed as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.

- (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.
- (c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.
- (d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.
- (e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

For the purpose of this Clause 44, all references to “Owner” or “Owners” shall exclude F.S.I. as the Owner of the Government Accommodation.”

2. The Owner’s undertaking to maintain any slope in relation to the Development at the owner’s own cost

Not applicable

1. 批地文件規定，發展項目中的住宅物業的擁有人須自費維修斜坡。

(a) 該規定的條款：

批地文件特別條款第(45)條規定：

- 「(a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程(不論是否獲署長事先書面同意)，而該等工程是為了或關乎該地段或其任何部分的構建、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或在當時或此後任何時間需要的其他工程，以保護及支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租年期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保持其修繕妥當及良好狀態，以使署長滿意。
- (b) 此特別條款第(a)分條概不妨礙政府在此等條款下的權利，尤其是特別條款第(44)條。
- (c) 若承批人進行的任何構建、平整、發展或其他工程或其他因素造成或引致不論在該地段內的任何土地或任何毗鄰或毗連政府或已批租土地在任何時間發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府、其代理人及承辦商作出彌償及使其持續獲得彌償。
- (d) 除此等條款內訂明有關違反此等條款而賦予的任何其他權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。且如承批人忽略或未能於指明時間內履行該通知內的要求以使署長滿意，署長可立即執行及進行任何所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政或專業費用及支出。」

(b) 每名擁有人均須分擔維修工程的費用。

(c) 顯示該斜坡及已經或將會在該項目所位於的土地之內或之外建造的護土牆或有關構築物的圖則，請參閱本節之斜坡維修的附圖。

(d) 根據公契，發展項目的管理人獲擁有人授權進行維修工程。

公契的最新擬稿第V節第A分節第44條規定：

- 「(a) 業主須按土力工程處印發的「岩土指南第五冊 – 斜坡維修指南」(以其不時修訂或取代為準) 和按岩土指南第五冊編製的斜坡及護土牆保養手冊(「斜坡保養手冊」) 自行出資按政府批地文件要求維修在公契夾附的GROUND FLOOR RETAINING STRUCTURES PLAN(圖則編號DMC-207)(經認可人士核實為準確) 上以綠色顯示的該土地之內或之外的一切斜坡、斜坡護理工程、護土牆及其他構築物(統稱「斜坡及護土牆」)，處於修繕妥當狀態及進行有關的一切工程，以達至地政總署署長滿意的程度。
- (b) 管理人獲業主充分授權，聘請適當及合資格人士按斜坡保養手冊及政府主管部門不時對保養斜坡及護土牆發出的一切指引視察、保持及妥善保養斜坡及護土牆和進行有關的一切工程，以符合政府批地文件的規定。在本款中，「管理人」一詞包括業主立案法團(如成立)。
- (c) 所有業主須向管理人支付管理人就斜坡及護土牆進行保養、維修及任何其他工程所合法支出或將支出的一切費用。
- (d) 如果管理人盡了一切合理努力，但未能向全體業主收取所需工程的費用，管理人不應就履行政府批地文件對斜坡及護土牆的任何要求承擔個人責任，該責任仍由業主承擔。
- (e) 第一業主必須在公契之日期後一個月內在發展項目的管理處備存一整套斜坡保養手冊，供所有業主免費查閱，並在業主繳付合理收費後提供其副本，因此收到的一切收費須撥入特別基金。

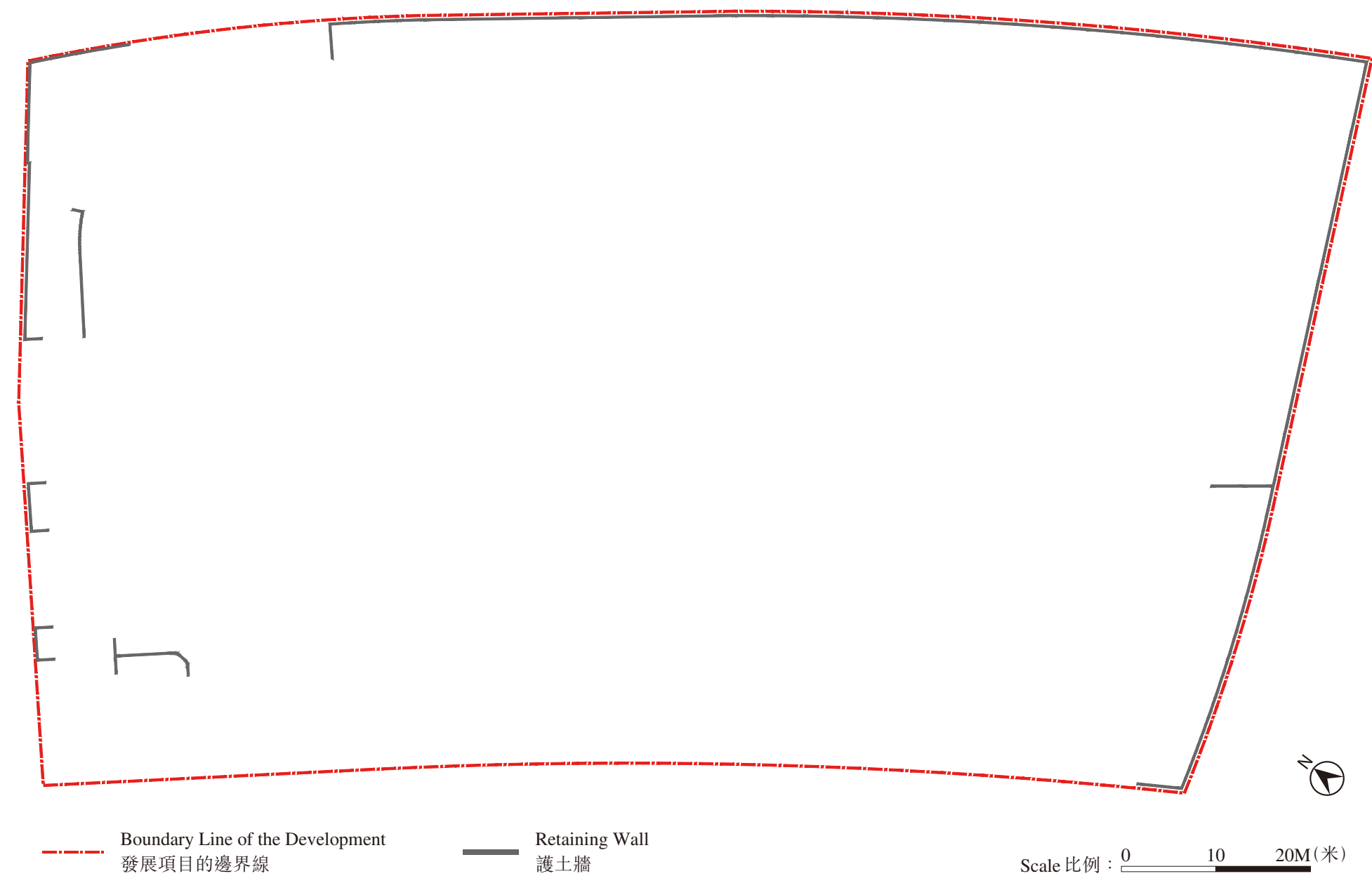
就本第44條而言，所有對「業主」的提述均不包括作為政府樓宇業主的財政司司長法團。」

2. 擁有人自費就發展項目維修任何斜坡的承諾

不適用

27 MAINTENANCE OF SLOPES 斜坡維修

The plan annexed to the Maintenance of Slopes:
斜坡維修的附圖：



Note:

The location of the retaining walls is shown in the plan above. The above plan is for showing the location of the retaining walls only. Other matters shown in that plan may not reflect their latest conditions.

備註：

護土牆之位置於以上圖則顯示。以上圖則僅顯示護土牆之位置，圖中所示之其他事項未必能反映其最新狀況。

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

擁有人現時並沒有向政府提出申請修訂發展項目的批地文件。

1. Davit Arm

There are davit arm racks at the roofs forming part of the common areas of the Development. The Manager may install, connect or erect davit arm system(s) or suspended working platform to any davit arm rack and operate the same in and from such roofs and in or through the airspace over any balcony, utility platform or air-conditioner platform forming part of a residential property. The operation of the davit arm system or suspended working platform may affect the enjoyment of the owners of the residential properties.

2. Carpark Exhaust Vent

There will be carpark exhaust vents installed on Ground Floor of the Development for exhaust from operation of the Car Park Areas located on Basement 2 Floor and Basement 1 Floor. The approximate position of the carpark exhaust vents are as shown marked “CAR PARK EXHAUST AT G/F” on the “Layout Plan of the Development” in this Sales Brochure. Prospective purchasers should note the possible effect (if any) of such carpark exhaust vents on individual residential properties.

3. Fire Safety Management Plan

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

- (a) The Owner of each Open Kitchen Unit and the Manager shall observe and comply with the Fire Safety Management Plan.
- (b) For Open Kitchens (as defined in the DMC) in the Open Kitchens Units (as defined in the DMC) in the Development:
 - (i) Smoke detectors provided inside the Open Kitchen area of the Open Kitchen Units and the common lobby outside the Open Kitchen Units should not be removed or obstructed.
 - (ii) Sprinkler head provided at the ceiling immediately above the Open Kitchen should not be removed or obstructed.
 - (iii) A full height wall having 600mm width fire resistance rating (FRR) of not less than -/30/30 shall only be provided for the layout with induction hob next to the entrance door.
 - (iv) The fire service installations above should be subject to annual check conducted by the Registered Fire Service Installation Contractor (RFSIC).
- (c) The Manager (as defined in the DMC) should assist the Owners to carry out annual maintenance of the fire service installations and submit the maintenance certificate (F.S. 251) to the Fire Services Department. The Manager shall also assist Owners in arrangement of annual inspection and maintenance of Ventilating System by Registered Specialist Contractor (RSC). The Owners should allow access for the RFSIC to carry out annual check and maintenance. There shall be staff training including the course of actions to be carried out by security officer / security guard annually. Fire drill will be carried out annually.

The above is subject to the provisions of the DMC.

Copies of the latest draft of the DMC and the Fire Safety Management Plan are available for inspection free of charge at the sales office.

4. Modular Integrated Construction (“MiC”)

Parts of each residential property in the Development are prefabricated by reinforced concrete MiC. The locations of the MiC elements of the residential properties in the Development are shown in the user manual for MiC (the “Manual”).

All owners and occupants of the residential properties shall observe and comply with the Manual. In particular, under no circumstances shall the walls, both external and internal, floor slab and top slab of the MiC module (being the structural elements) be altered or removed by the owners or occupants of the residential units.

Any alteration, addition or removal work (collectively “Alteration Works”) may be subject to the restrictions under the applicable laws and regulations and the provisions in the deed of mutual covenant and may require the prior approval and / or consent from the Manager and / or the relevant government authorities. All owners and occupants of the residential properties should seek professional advice from the relevant registered building professionals before carrying out any Alteration Works.

Copies of the latest version of Manual are available for inspection free of charge at the sales office.

1. 吊臂架

發展項目公用地方的天台上設有吊臂架。管理人可將吊臂系統或懸吊式工作台安裝、連接或豎立到吊臂架上並於或自該天台運作吊臂系統或懸吊式工作台及使其進入或穿過任何住宅物業的露台、工作平台或空調機平台上空。吊臂系統或懸吊式工作台的運作可能影響住宅物業業主對其單位的享用。

2. 停車場排氣口

發展項目地下將安裝停車場排氣口以供地庫停車場之運作出排氣。停車場排氣口的大概位置於本售樓說明書的「發展項目的布局圖」上以「停車場排氣設於地下」標示。準買家請注意上述停車場排氣口對個別住宅物業可能造成的影響（如有）。

3. 消防安全管理計劃

根據發展項目之公契及管理協議（「公契」）的最新擬稿：

- (a) 每個開放式廚房單位的業主和管理人須遵守和遵從消防安全管理計劃。
- (b) 對於發展項目開放式廚房單位（按公契界定）內的開放式廚房（按公契界定）：
 - (i) 不得移除或阻礙開放式廚房單位內的開放式廚房範圍之內及開放式廚房單位外公用大堂之內提供的煙霧探測器。
 - (ii) 不得移除或阻礙開放式廚房之上天花所提供的灑水頭。
 - (iii) 厚度不少於600毫米及耐火等級不少於-/30/30的全高度牆壁只在入口大門旁設有電磁爐的單位布局提供。
 - (iv) 上述消防裝置須由註冊消防裝置承辦商作每年檢查。
- (c) 管理人（按公契界定）應協助業主進行消防裝置的每年保養並向消防處遞交消防裝置及設備證書（F.S. 251）。管理人亦須協助業主安排由註冊專門承建商對通風系統進行每年檢查和保養。業主應容許註冊消防裝置承辦商進入其單位以進行每年檢查和保養。每年須有員工訓練（包括保安人員/保安警衛須採取的行動）及消防演習。

上文以公契條款為準。

公契的最新擬稿及消防安全管理計劃副本可於售樓處免費參閱。

4. 「組裝合成」建築法（「組裝合成」）

發展項目的每個住宅物業其中部分採用「組裝合成」預製鋼筋混凝土組裝。有關發展項目的住宅物業採用「組裝合成」組件的位置，顯示於「組裝合成」用戶手冊（「手冊」）。

所有住宅物業業主及佔用人均須參照及遵守手冊的規定。尤其是在任何情況下，住宅物業的業主或佔用人都不得改動或拆除作為結構組件的「組裝合成」構件的外牆和內牆、樓板和頂板。

任何改建、加建或拆除工程（統稱「改建工程」）均可能受到適用法律和規例以及公契條款的限制，並可能需要事先獲得管理人及/或相關政府部門的批准及/或同意。所有住宅物業業主及佔用人在進行任何改建工程前，應尋求相關註冊建築專業人士的專業意見。

手冊最新版本的副本可於售樓處免費參閱。

30 WEBSITE ADDRESS FOR THE DEVELOPMENT 發展項目的互聯網網站的網址

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

賣方為施行《一手住宅物業銷售條例》第2部就發展項目指定的互聯網網站的網址：

<https://hemmaemerald.hkhs.com>

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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 GFA Concessions Obtained for All Features

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 concessions 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.

		Area (m ²) 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)	7,690.270
2	Plant rooms and similar services 機房及相類設施	Not Applicable 不適用
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, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage 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 (訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	494.304
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	3,174.874
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	987.805
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	764.774
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

獲寬免總樓面面積的設施分項

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 (m ²) 面積 (平方米)
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		
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	981.258
9	Utility platform 工作平台	701.910
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	82.837
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	720.864
13	Covered landscaped and play area 有蓋的園景區及遊樂場地	316.670
14	Horizontal screen / covered walkways and trellis 橫向屏障/有蓋人行道及花棚	73.038
15	Larger lift shaft 擴大升降機槽	451.667
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

31 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

		Area (m ²) 面積 (平方米)
Amenity Features 適意設施		
18 (#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	955.635
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	Not Applicable 不適用
21	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空洞	Not Applicable 不適用
22	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23 (#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	1169.744
24	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《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，及維修通道	Not Applicable 不適用
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 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	75.599
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

		Area (m ²) 面積 (平方米)
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	658.898

Note:

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.

備註：

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。

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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

The Environmental Assessment of the Development

Green Building Certification

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

Provisional
GOLD



PROVISIONAL
GOLD
NB V2.0 2023
HKGBC
BEAM Plus

Application no.: PAG0175/25

有關發展項目的環境評估

綠色建築認證

在印刷此售樓說明書或其附頁前，本物業根據香港綠色建築議會有限公司頒授 / 發出的綠建環評認證評級。

暫定評級
金級



暫定
金級
NB V2.0 2023
HKGBC
BEAM Plus

申請編號: PAG0175/25

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

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:

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 是
Energy Efficient Features Proposed 擬安裝的具能源效益的設施	1. Variable Refrigerant Flow Air Conditioner 2. LED Lighting System 3. Variable Speed Drive Water Pump 1 可變製冷劑流量空調 2. 發光二極管 3. 變速驅動水泵

發展項目的公用部分的預計能量表現或消耗

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分的預計能量表現或消耗的最近期資料：

Part II: The Predicted Annual Energy Use of the Proposed Building / Part of Building (Note 1) 第 II 部分：擬興建樓宇/部分樓宇預計每年能源消耗量 (註1)					
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 (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
Area Served by Central Building Services Installation (Note 3) 有使用中央屋宇裝備裝置 (註3) 的部份	15445.319	41.76	Not applicable 不適用	27.30	Not applicable 不適用

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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

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			✓

- 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 (Version 2.0); and
(b) “internal floor area”, in relation to 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 Building (Version 2.0).

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.

註：

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 (2.0 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. 「基線樓宇」與新建樓宇 BEAM Plus 標準 (2.0 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。
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1. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase (the “Agreement”), agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the Agreement 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 Agreement.
 2. 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 the Government Grant up to and including the date of the respective Assignments to the purchasers.
 3. The purchaser who has signed an Agreement 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.
 4. According to Special Condition No. (5)(d) of the Land Grant, the total number of residential units erected or to be erected on Lot No.1074 in Survey District No.3 (“the lot”) shall not be less than 950.
 5. According to Special Condition No. (57) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
 6. According to Clause 15 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - (a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - (b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (57) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
 7. The total number of residential units provided in the Development is 960.
 8. For information and requirements relating to the Items (as referred to in Special Condition No. (19)(a) of the Land Grant), please refer to the “Information on Public Facilities and Public Open Spaces” section of this Sales Brochure.
1. 若賣方應正式買賣合約（「買賣合約」）下買方要求同意（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5%之金額，另買方須向賣方繳付或補還（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）。
 2. 賣方將會支付或已經支付（視屬何情況而定）所有有關發展項目在其上興建之土地於批地文件日期起計至相關個別買方簽署轉讓契日期（包括簽署轉讓契當日）期間之未付地稅。
 3. 已簽署買賣合約之買方，如已支付不多於港幣\$100之象徵式費用（按每次要求計），有權獲取（而當其要求時將獲提供）以下資料之最新紀錄列印副本：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曆月完結時已支出和繳付之總建築費用及總專業費用。
 4. 根據批地文件特別條款第(5)(d)條，在測量約份第3約地段第1074號（「該地段」）上已建或擬建之住宅單位總數須不少於950個。
 5. 根據批地文件特別條款第(57)條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
 6. 根據發展項目之公契及管理協議（「公契」）第V節第B分節第15條：
 - (a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - (b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(57)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
 7. 發展項目提供的住宅物業總數為960個。
 8. 有關批地文件特別條款第(19)(a)條提述的「該等項目」的資料及要求，請參閱本售樓說明書中「公共設施及公眾休憩用地的資料」章節。

33 DATE OF PRINTING OF SALES BROCHURE 售樓說明書印製日期

Date of printing of this Sales Brochure: 25 February 2025

本售樓說明書印製日期：2025年2月25日

34 POSSIBLE FUTURE CHANGE 日後可能出現的改變

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。

EXAMINATION RECORD

檢視紀錄

Examination / Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
24 May 2025 2025 年 5 月 24 日	15	Location plan of the development is updated. 更新發展項目的所在位置圖。
	21	Outline Zoning Plan etc. relating to the development is updated. 更新關乎發展項目的分區計劃大綱圖等。
22 August 2025 2025 年 8 月 22 日	15	Location plan of the development is updated. 更新發展項目的所在位置圖。
	16, 17, 18, 19	Aerial photograph of the development is updated on pages 16 – 18 and removed the aerial photograph on page 19. 更新發展項目的鳥瞰照片的第 16 頁至第 18 頁，並刪除於第 19 頁的鳥瞰照片。
	20	Outline Zoning Plan etc. relating to the development is updated. 更新關乎發展項目的分區計劃大綱圖等。

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